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8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

9 CITY AND COUNTY OF SAN FRANCISCO

10 UNLIMITED JURISDICTION

11 COORDINATION PROCEEDING) J.C.C.P. No.: 4335
12 SPECIAL TITLE [RULE 1550(b)])
13 CREDIT/DEBIT CARD TYING CASES) CLASS ACTION
14 This Document Relates to:) **DECLARATION OF DANIEL**
15 All Actions) **ROSENTHAL REGARDING**
16) **NOTIFICATION PLAN**
17)
18) Dept.: 304
19) Judge: Hon. Richard Kramer
20) Trial Date: None set
21)

21 I, Daniel Rosenthal, declare:

22 1. I am the owner of Rosenthal & Company LLC ("Rosenthal") and DANART
23 Communications ("DANART"), located at 75 Rowland Way, Suite 250, Novato, California. I am
24 over 21 years of age and am not a party to this action. I have personal knowledge of the facts set
25 forth herein and, if called as a witness, could and would testify competently thereto.

26 2. The purpose of this declaration is to submit to the Parties and the Court my
27 companies' qualifications as the preparer of the Notice and Administration Plan for the
28 *Credit/Debit Card Tying Cases* class action settlement.

1 3. Rosenthal has been retained as the Notice Administrator in this action, and was
2 requested by Counsel for both parties to prepare the Notice and Administration Plan that will be
3 used to communicate the key information about the class action to class members. This Notice
4 and Administration Plan was prepared by the Rosenthal staff at my direction, and is attached
5 hereto as Exhibit 1. The Published Notice Media Plan, which is part of the Notification Plan, was
6 prepared by the DANART staff at my direction, and is attached hereto as Exhibit 2.

7 4. I have over 35 years' experience in the advertising and marketing industries. I was
8 employed by McCann-Erickson ("McCann"), one of the largest advertising agencies in the world,
9 for 11 years where I was Vice President/Management Supervisor and specialized in consumer
10 products accounts. My responsibilities at McCann included the oversight and development of
11 media plans for my clients, and during my years with McCann personally wrote or managed the
12 development of hundreds of media plans encompassing budgets from thousands of dollars to 10s
13 of millions of dollars, and utilizing all types of media including newspapers, magazines, radio,
14 television, syndicated broadcast programming, and out-of-home.

15 5. In 1986, I founded DANART Communications, an advertising agency that
16 specializes in planning published notice campaigns for class action lawsuits, and placing the
17 published notices in all forms of media. DANART plans media schedules, negotiates rates, sets
18 type, writes and records scripts, and produces the materials for insertion in newspapers and
19 magazines and airing on broadcast stations worldwide, and for dissemination on the Internet.
20 DANART also obtains the affidavits of publication from the media and provides declarations
21 documenting proof of performance for the published notice schedules.

22 6. From 1988 to 2000, I was also the Managing Director at Gilardi & Co., a class
23 action settlement administrator, with my primary responsibilities being the management of that
24 company's consumer class action administrations and Federal Trade Commission Restitution
25 matters.

26 7. In 2000, I founded Rosenthal & Company, a class action settlement administrator.
27 In its first nine years, Rosenthal has been retained to administer more than 900 settlements and
28 notice procedures, with an aggregate settlement amount well over 2 billion dollars. Rosenthal has

1 managed administrations for class action settlements, Attorneys General, District Attorneys and
2 Equal Employment Opportunity Commission cases. Rosenthal has been appointed to administer
3 cases with class members that range in numbers from under 22 to over 22 million.

4 8. From 1986 to 2000, DANART's primary client was Gilardi & Co. Since 2000,
5 DANART has been the in-house advertising agency for Rosenthal.

6 9. Since its founding, DANART has planned and/or placed published notices for more
7 than 750 different class action settlements and notice procedures. One Rosenthal/DANART
8 notice plan, involving class members for whom telephone numbers were available but their
9 addresses were not, developed a methodology for obtaining addresses for 40% to 60% of the class
10 members. This notice plan, among other issues, was reviewed by the California Court of Appeals
11 and was implicitly affirmed on appeal. See *Hypertouch, Inc. v. Superior Court* (2005) 128
12 Cal.App.4th 1527, 27 Cal.Rptr.3d 839.

13 10. Attached hereto as Exhibit 3 is a listing of selected class actions for which
14 DANART has planned and placed published notices.

15 11. DANART's staff includes a media planner, media buyer/negotiator, print
16 production and document formatting specialists and traffic experts.

17 12. The *Credit/Debit Card Tying Cases* Published Notice Media Plan recommends two
18 primary ways to deliver the Notice of Pendency to class members: (1) via a summary notice that
19 will be published in 14 different magazines and Sunday Supplements, 64 different daily
20 newspapers and seven different Spanish language newspapers; and (2) via an Internet advertising
21 campaign. In addition, the proposed Notice and Administration Plan will establish a settlement
22 website and will provide automated telephone support to class members.

23 13. The Published Notice Media Plan will achieve a minimum of 80% reach of all
24 California adults with an average frequency of 3.0 times.

25 //

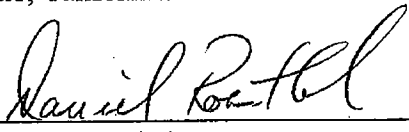
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1 14. I believe that this recommended Notice and Administration Plan will provide the
2 best notice practicable under the circumstances.

3 I declare under penalty of perjury pursuant to the laws of the State of California
4 that the foregoing is true and correct to the best of my knowledge and that this declaration
5 was executed this 12th day of September 2009, at Novato, California.

6 
7 _____
8 Daniel Rosenthal

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EXHIBIT 1

Credit/Debit Card Tying Cases Class Action Settlement

Rosenthal & Company LLC Notice and Administration Plan

Staff Organization and Training:

Our administration team will be comprised of the Case Manager who is responsible for all day-to-day operations of your case, and who will be assisted by a Case Coordinator. In addition, our specialists in Published Notices, Data Development, Website Development, and Automated Telephone Support will assist the Case Manager and Coordinator. We will train the team in the details of the administration and notice procedures.

Case Setup and Document Formatting:

We will set up our case management system to handle all data requirements, translate the documents to Spanish Language and format all the documents for the website and published notices. All published notice sizes and the Long-Form Notice will be formatted. The Long-Form Notice will also be prepared for downloading from the website as well as for printing and mailing in fulfillment of requests through the automated telephone support line.

Automated Telephone Support:

We will establish a toll-free automated telephone response system. The purpose of this system is to provide class members with access to information about the settlement (via menu-driven Q&As) and to capture Notice requests. The system will operate in both English and Spanish languages. Our staff will draft the script, proof the Spanish language translation, manage the outside vendor, download data for Notice requests, and update the scripts for various points in time during the settlement administration. Upon request, we will provide copies of the Long-Form Website Notice and other materials posted on the website.

Web Site Set-up and Maintenance:

We will establish a website (CaliforniaCreditDebitCardSettlement.com) that shall contain as its text the Long-Form Website Notice and include clearly displayed links to copies of key pleadings, court orders, and other documents pursuant to the terms of the Settlement Agreement. The website will be created in both English and Spanish languages.

Published Notice:

DANART Communications, our in-house advertising agency, has been developing media plans and placing space for legal notices since 1986. DANART will produce and place the summary notice in the publications as described in the attached *Credit/Debit Card Tying Cases* Published Notice Media Plan.

Opt Out Processing:

We will establish and maintain a dedicated post office box for receiving opt out and exclusion requests, and will maintain all requests for exclusion. We will provide the court and counsel for the parties the Notice Administrator's Report on our provision of notice and requests for exclusion received as provided in the Settlement Agreement.

Settlement Fund Accounting:

Although there will be no claims to pay, if desired, we will track the spending in the settlement fund account and arrange to have the settlement fund quarterly and annual tax returns prepared. We recommend Damasco & Associates, a CPA firm that specializes in Settlement Fund taxation, be retained to prepare the tax returns. We have estimated two years' tax returns will be required.

Total Estimated Cost:

The total estimated cost of the plan as described ranges from approximately \$551,000 to \$570,000, depending on the amount of time it actually takes us to conduct our work and on the number of calls to the automated telephone support system. Where estimated costs for staff time are shown, we will bill at the rate of \$80 per hour. Other costs will be billed at the unit rates shown in the estimate and in the Media Plan. Media costs are subject to prevailing pricing when the Media Plan is implemented.

Payment for Notice and Administration Services:

Payment for the published notice media will be due prior to commitment to the media. We will send invoices on a monthly basis thereafter, and payments of all Invoices are due within 30 days of the invoice date.

Rosenthal & Company LLC
 Credit/Debit Card Tying Cases
 Notice & Administration Cost Estimate
 file:VMC Notice Plan 090912.xls
 9/12/2009

Data and Forms Setup				
Setup Case Mgt System, Format Docs (hrs)	60 hrs	\$80.00	\$4,800	
Spanish Language Translation of Notices			<u>1,500</u>	
Sub total Data/Forms Setup				\$6,300
Telephone Support (automated)				
Automated Toll Free Phone Line & System Setup Vendor Costs			\$2,750	
Staff Time Design, Draft, Manage Vendor (Eng. & Spanish)	55 hrs	\$80.00	4,400	
Spanish Language Translation			750	
Estimated # of calls	5,600			
Average call duration (minutes)	3			
Line charges (minutes)	16,800	\$0.15 /mir	2,520	
Monthly service charge	12 mos	\$25.00	300	
Notice/Claim Form Requests	500			
Transcriptions	500	\$0.50	250	
Fulfill Notice Requests	500	\$1.50	750	
Print Production Staff hours	25 hrs	\$80.00	2,000	
Staff Time downloading data (1 x/wk @ 1 hr for 12 wks)	12 hrs	\$80.00	<u>960</u>	
Sub total telephone support				14,680
Web site Setup & Maintenance				
Design & Set up Site Staff Time (hours)	50 hrs	\$80.00	\$4,000	
Static Site, Summary of Case, Important Dates, Q&As				
Download Notice and other Court Documents				
Spanish Language Version	40 hrs	\$80.00	3,200	
Register Domain Name			100	
Maintenance: 2 hours/month x 6 months (hours)	12 hrs	\$80.00	960	
Server rental (Months)	6	\$25.00	<u>150</u>	
Sub total Web Site Setup & Maintenance				8,410
Published Notice				
See Details on Following Pages				516,693
Opt out Processing				
Process Opt outs	1,000	\$3.50		3,500
Declaration of Notice Procedures				
	10 hrs	\$80.00		800
Tax Returns (assume R&C does not handle banking)				
	2 yrs	\$1,000		<u>2,000</u>
Total Estimated Costs				<u>\$ 552,383</u>
Range				Lo
				<u>\$ 552,000</u>
				High
				<u>\$ 570,000</u>

EXHIBIT 2

Credit/Debit Card Tying Cases
Superior Court of California
San Francisco County
Case No. J.C.C.P. 4335

Published Notice Media Plan

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Exhibits:

- Exhibit A: Demographic Profile – Target Audience Definition
- Exhibit B: Potential Publications
- Exhibit C: Recommended Media Plan
- Exhibit D: Editorial Profiles of Recommended Magazines
- Exhibit E: *Parade* and *USA Weekend* Newspapers List
- Exhibit F: California Newspapers List – 58 Counties Coverage
- Exhibit G: Publication Details – Insertion, On-Sale and Closing Dates
- Exhibit H: Media Weight Delivery of the Recommended Plan
- Exhibit I: Formatted Published Notices

1. Introduction and Background

DANART Communications (DANART) has prepared this Notification Plan to inform class members of the Credit/Debit Card Tying Cases of the Pendency of the class action settlement. DANART is the in-house advertising agency for Rosenthal & Company (“Rosenthal”), the Notice Administrator.

The Class is defined as all persons who purchased in California for their own use, at any time since January 1, 1980, retail products or services from businesses that accepted and/or issued Visa- or MasterCard-branded credit and/or debit cards. This class is considered to be virtually all California consumers.

There is no class list identifying names and addresses of class members to whom a Notice can be mailed. Therefore, the class notice will be disseminated via published notice in various newspapers and magazines that are targeted to the adult members of the class.

We believe that the same standards and rigors of analysis and process required of professionals in the marketing/advertising/media industries relating to the development of media plans should apply to the development of media plans for class action notifications. To this end, this plan at various times draws parallels between the planning of a media campaign for a consumer product and our media planning for the *Credit/Debit Card Tying Cases* published notice media plan.

2. Definitions of Terms We Will Use in This Media Plan

There are a few terms that are used by media planners that are not necessarily well-known or understood by people outside the advertising business. We will use these terms in this plan, and so it is helpful to define them here.

Target Audience is the group of people we want to deliver our message to. For purposes of this plan, the Target Audience is comprised of the Class Members. There are approximately 25.9 million adults in California, and they are considered the Target Audience for this Media Plan.

There are two primary measurements of the Target Audience in media planning: **Reach** and **Frequency**.

Reach tells us how many different individuals in our target audience read the publications on our schedule. Reach is measured in both a percentage of the target audience and as the unique (unduplicated) numbers of the target audience.

Frequency tells us the average number of times the people in the target audience read the publications in a schedule.

From Reach and Frequency we can derive the two measurements of **media weight**: **Gross Impressions** and **Gross Rating Points (“GRPs”)**.

Gross Impressions is the number of times the target audience members read the publications on our schedule, counting everyone who reads multiple times as many times as they read one

of the scheduled publications.

Gross Rating Points is the reach percentage multiplied by the average frequency. 100 GRPs equals 100% of the number of people who are in the target audience. Note this is not 100% (all) of the people in the target audience, but the equivalent number, because many people will be reached multiple times. Both GRPs and Gross Impressions count all the times each target audience person reads the publications. For example, if 50% of the target audience is reached an average of 2 times, the resulting GRPs would be 100 and the reach would be 50%.

By having these measurements of media weight, we can compare one schedule against another to help determine which schedules deliver more media weight than others.

3. Overall Objectives

We believe that the elements required of a media plan for Class Action lawsuit are very similar to the requirements of a media plan for the introduction of a new consumer product.

The first factor we must consider is that class members of a proposed class action have never heard of the class action – just as the potential purchasers of a new product have never heard of the product before.

The objectives for introducing a new product are very specific: build awareness of the new product as fast as possible among as broad a portion of the target audience as is affordable. Similarly, the objectives for the “introduction” of a class action must build awareness as fast as possible among the class members.

Perhaps more profoundly, the class action communications strategy must operate *faster* than the new product introduction, because the life of the class action media campaign is limited by the opt-out, objection and other deadlines, which are often measured in weeks, not the months, quarters or years allotted to the development of a new product. We do not have very much time to build awareness of the class action – we have only days or weeks to deliver the message and build awareness among the target audience of their rights as they relate to the class action.

Therefore the primary objective we have established is to:

Build awareness of the Class Action among the target audience as fast as possible. Specifically, generate exposure of the Summary Notice and/or the Settlement Web Site among at least 80% of the Target Audience.

4. Target Audience Definition – Who are the Class Members?

We define the targets of our media campaign in terms of Demographics and Geographics.

a. The Demographic Target -- Who Are The Class Members?

The target audience for this published notice media plan is defined as all adults in California. Although the class definition includes minors, media planning tools are based on surveys among women and men 18 years of age and older. There are approximately

25,951,000 California adults, and this is our target audience for media planning purposes.

Exhibit A provides a demographic profile of this Target Audience in terms of Gender, Age, Education, Income, Race and Occupation. Because we don't know specifically who each of these people are, we use research tools that are standard in the media and marketing industries to help us understand what media the target audience uses, and how we can go about delivering our message to them.

DANART Communications subscribes to a syndicated research¹ service known as Simmons Market Research Bureau ("Simmons"). Each year, Simmons interviews over 25,110 people nationwide to produce its Simmons National Consumer Survey (NCS) on the marketplace behavior of American adults. The data from these surveys are compiled into databases, and analyses of these data tell us what types of products people use and what media they read, watch, listen to and use. As a result, we are not only able to describe the groups of people who are most likely to use a particular kind of product, we also have measurements of the media they use.

The target audience includes all ethnic groups, of which the Hispanic is the largest non-white group. Therefore, this media plan will include media that are targeted to the California Hispanic population.

The key demographics: Although usually a media plan will identify the key demographic characteristics of the target audience, such as we have broken out in Exhibit A. For this media plan, however, since the target audience is all California adults, we are not emphasizing any particular demographic sub-group.

b. The Geographic Target – Where are the Class Members?

The Geographic Target is defined as all adults in California. Therefore, this Media Plan will deliver media weight only in California.

5. Timing Objectives

The objective is to schedule the media to run as soon as lead-times permit after the preliminary Court approval of the Settlement. The lead-times are often dependent on the media production schedules, and therefore are often a factor in selecting which media vehicles to use. It is our preference to choose weekly publications over monthly publications, because the weekly publications are read more immediately after they are delivered and therefore awareness of the settlement is built more quickly than with the monthly publications. However, monthly publications are included in the plan because they are necessary to achieve the broad reach objective. In addition, we believe that the various publications should be scheduled to run as close together as possible. In this way, they will all be read by target audience members at relatively the same time, and therefore the "presence" of the published notice will be maximized. This is a very important factor when introducing a new product or when announcing a "new" class action.

¹ Syndicated research can be defined as multi-client research with no one client exercising exclusive rights.

6. Magazine Selection Criteria

We began our analysis with a list of approximately 180 potential publications and magazine groups². Of these, we considered 36 different publications as initial candidates for further analysis and pricing for the Media Plan. These included the primary newspaper in each of the 58 California counties (counted as one publication), the two Sunday Supplements of *Parade* and *USA Weekend* (inserted into 65 Sunday newspapers in California), and 33 magazines and magazine groups ranked by *coverage* of the target audience. (The percent of a target audience that reads a publication is that publication's "Coverage" of the target audience.) Exhibit B lists the publications that were initial candidates for the media plan.

The following discusses in more detail the reasons for considering or not considering which publications to use for the Media Plan:

a. Target Audience Coverage by Publication

Exhibit B shows how the top magazines cover the target audience. "Coverage" means the percent of the target audience that reads a given magazine. For example, *Parade* is read by 28.6% of the target audience. The 36 publications on our initial list have the highest coverage of the target audience among all publications.

b. California Coverage

The publications chosen for this media plan must have California-only circulation available. This will eliminate some of the magazines on our initial list because they do not offer the ability to purchase California-only circulation.

c. Media Plan Optimization – Achieving the Greatest Reach for the Least Cost

Ultimately, as we build the Media Plan, the combination of publications that deliver the most reach of the target audience for the least cost will be chosen. In actuality, as the Plan is built, computer software analyzes many factors, including the duplication of readers among the different potential publications. As the software analyzes each additional publication to potentially add to the plan, it determines the *incremental reach* generated by each potential additional publication and the *incremental cost* of adding that publication. *Maximizing reach while minimizing cost* is called "optimizing" in media planning terms.

7. Planned Sizes of the Published Notice

The published notice size will be less than one page in magazines that offer this "fractional" space in their California editions. In Sunday Supplements, we will plan for a 2/5th Page, in magazines we will plan for a 1/2 Page if available and a full page in magazines that do not offer fractional page sizes in their California editions. We believe that the less-than-full-page

² Magazine Networks Inc. (MNI) is a company that prints ads on sheets of paper and inserts these sheets into various magazines on a zip-code range basis. MNI has eight different networks of magazines, and each network is a group of demographically related magazines (see Exhibit B). MNI gives advertisers the ability to advertise regionally in national publications that don't have regional editions. Some MNI Networks are very expensive, and others deliver the target audience on a more affordable basis. One side-benefit of using an MNI networks is that the use of color in the notice costs no more than black & white.

sizes not only provide for page dominance, they also might deliver *increased* readership because the summary notice will often be surrounded by editorial which brings more readers to the page with our Notice. The notice will run as display (not classified) advertising.

8. The Media Plan

After identifying the initial publications that would be considered for potential use in the media plan, we negotiated the advertising rates with each magazine to determine the lowest costs possible. This is an on-going process; even after we recommend the list of publications we continue to negotiate with the publications to obtain the lowest rates possible.

Based on the cost and the audience delivered by each magazine, we use a computer program to determine alternative “optimum” schedules – the schedules that deliver our reach objective for the lowest total cost.

Using Simmons’ Optimization Program to determine the best alternative schedules, we analyzed more than 50 different schedules. Our objective was to determine which schedule would deliver at least 80% reach of the target audience at the lowest possible total cost.

The recommended plan incorporates 14 different magazines and Sunday Supplements, 64 different local market/daily newspapers, seven different Spanish language newspapers and the Internet. The following table shows the recommended list of publications:

Publication	# of Publications	# of Insertions
Broad Market Publications		
Parade Magazine	1	2
USA Weekend	1	2
Daily Newspapers (All CA Counties)	64	64
People (stand-alone)	1	1
MNI News Network		
Newsweek	1	1
Sports Illustrated	1	1
The Week	1	1
Time	1	1
US News & World Report	1	1
AARP, The Magazine	1	1
Better Homes and Gardens	1	1
Family Circle	1	1
Good Housekeeping	1	1
TV Guide	1	1
Woman's Day	1	1
Sub Total Broad Market Publications	78	80
Spanish Language Newspapers		
La Opinion (Los Angeles County)	1	1
So Cal Uno Hisp Network *	3	3
El Mensajero (SF, Alameda, SClara)	1	1
Vida en el Valle (Sacramento) **	1	1
Vida en el Valle (Fresno)	1	1
Sub total Spanish Language Nsprs	7	7
Total Print Schedule	85	87
Internet	14,000,000	Gross Impressions

Exhibit C provides more details about the recommended Media Plan (Costs, Circulation and Notice Size).

Exhibit D provides the editorial profile for each of these publications. Exhibit E provides the list of newspapers in which *Parade* and *USA Weekend* are inserted. Exhibit F provides the list of the primary daily newspaper that will run in each California county. Exhibit G provides the details of insertion dates, commitment dates and on-sale dates.

9. Hispanic Newspapers

We recommend that five Hispanic newspapers be included in the Plan to provide Spanish Language versions of the Summary Notice. These are the Hispanic newspapers with the largest circulation in five primary geographically dispersed California regions. These newspapers are listed in Exhibits C and G.

10. Web Site and Internet Advertising

Web Site:

As part of the Notice Procedures, Rosenthal will prepare the web site from which class members can review a quick summary of the proposed settlement, see the important dates, download the Long-form Notice and obtain other information. The Settlement website will be at www.CaliforniaCreditDebitCardSettlement.com.

Internet Advertising:

Search Engine/Sponsored Links:

The media plan includes a budget to generate 14 million gross impressions via internet search engine "sponsored links" and an Internet Content Campaign. The purpose of the Internet advertising is to drive consumers to the settlement website where they can find more details about the proposed settlement.

The traditional method of advertising on the Internet has been to either purchase search engine "sponsored links," or to place text ads and banner ads directly on chosen websites. Sponsored Links are the results of Internet users typing in "key words" and "key phrases" when conducting an Internet search. The searches result in lists of links to websites, and to the extent that the consumers know about the proposed settlement, they might seek the settlement website by typing a key word or phrase into the Google search box in their browser. The drawback of this process is that significant advertising is needed to prime internet users to search the internet using key words related to the settlement.

On the other hand, one of the benefits of this type of Internet advertising is that many people use the Google search box as their gateway onto the Internet. Therefore, we believe this method of Internet advertising should be included as part of the Internet portion of the Notice Plan.

Internet Content Campaign:

Perhaps a more powerful and efficient alternative to the key word searches is to create a "Content Campaign." By using Google's Content Network, we can establish links on many websites that are *related* to the subject of our Notice.

Specifically, we will establish a set of key words (called "categories" in the parlance of Content Searches), which will trigger our text ads and banner ads to show up on websites that have related content to these keywords.

The link to the settlement web site will be our text ad or banner ads. Our Internet Search Marketing Firm, Wpromote, will develop these ads once we begin our work.

Given that the target audience for this notice campaign is very broad, we will be placing the ads/links to the settlement website on many broad-scale websites, such as the following:

Site Name	Category
yahoo.com	/Internet/Web Portals /Internet/Web Services/Search Engines
facebook.com	/Online Communities/Social Networks /Games/Video Games/Online Games
msn.com	/Internet/Web Portals /News & Current Events
live.com	/Internet/Web Services/Email & Messaging /Computers & Electronics
myspace.com	/Online Communities/Social Networks
amazon.com	/Shopping
ebay.com	/Shopping/Auctions
microsoft.com	/Computers & Electronics/Software/Operating Systems
go.com	/Lifestyles/Charitable & Non-profits
about.com	/Reference/How-To & Expert Content /Internet/Web Portals
cnn.com	/News & Current Events /Entertainment/TV/TV Networks /News & Current Events/News Networks
aol.com	/Internet/Web Portals /Internet/Web Services/Email & Messaging
imdb.com	/Entertainment/Movies

We will track which specific sites and what categories of sites are more productive in terms of "sending" visitors to our settlement website, and will thus be able to fine-tune the campaign by emphasizing the sites that are more productive and de-emphasizing the sites that are less productive in terms of being the sources for visitors to our settlement website.

The Internet campaign will be limited to use only by people in California.

The costs for the Internet campaign are based on pay-per-click, meaning that we only pay when a person clicks on our link/text ad/banner ad. The more we pay per click, the more clicks will be generated, so we carefully monitor this process so that we pay the least amount per click to generate the gross impressions objective.

We will use an Internet Search Marketing Firm named Wpromote to set up, analyze the results and manage this process. This company purchases the media and re-sells it to us.

11. Target Audience Delivery of the Media Plan

The media plan will reach 80% of the target audience an average of 3.0 times each. More than 20.8 million unique target audience people will read the scheduled publications and/or visit the sites where our Internet text or banner ads appear in the recommended plan, and because some will read multiple publications in the schedule, a total of more than 62.7

million target audience people will read the scheduled publications or visit the web sites where our Internet advertising appears, including duplicates.

TA Reach (000) (Unique TA People Reached)	20,858
TA Reach (%)	80.4%
Average Frequency	3.0
Gross Rating Points	242
Gross Impressions (000) (Total duplicated TA people reached)	62,747

Exhibit H provides a summary of the total media weight delivery as well as a breakdown of the delivery for both the Print and Internet portions of the media plan. Note that the Internet gross impressions do not include visitors to the settlement web site (specifically, we are not suggesting that the 21 million or 62 million gross impressions are people who will visit the settlement web site).

12. Media Plan Cost

The media plan will cost approximately \$516,600, including a \$15,000 reserve for cost increases and Internet under-delivery. We will continue to negotiate with the publications for lower rates, and also for the best and most appropriate placements of the summary notices within the selected publications.

13. Scheduling – Lead Time Requirements and Resulting Opt-out/Objection Deadlines

See Exhibit G for details about each publication, including # of insertions, circulation, space, dimensions, issue dates, closing dates (the commitment deadlines) and the on-sale dates. Depending on the timing of the preliminary approval hearing, four to twelve weeks or more lead-time will be required for scheduling all the recommended publications, and this information should be considered when establishing the Opt out, Objection and other deadlines.

14. Published Notice Copy and Layout

Exhibit I shows alternative formatting of the current draft of the summary notice. The formatting shows each of the sizes used in the Media Plan.

EXHIBIT A

Demographic Profile of California Adults

<u>Demographic</u>	<u>California Population (000)</u>	<u>California Population (%)</u>
Total	25,951	100%
Gender		
Female	12,851	50%
Male	13,100	50%
Total	<u>25,951</u>	<u>100%</u>
Age		
18 - 24	3,719	14%
25 - 34	4,803	19%
35 - 54	10,607	41%
55 - 64	3,393	13%
65+	3,429	13%
Total	<u>25,951</u>	<u>100%</u>
Education		
No Formal Schooling	328	1%
Some Grade School - 8 Years Or Less	1,917	7%
Some High School	2,124	8%
High School - 12 Years (Graduated)	6,855	26%
Attended College (<1-3 Years)	7,809	30%
Graduated College Or More	6,918	27%
Total	<u>25,951</u>	<u>100%</u>
Household Income		
Under \$20,000	3,042	12%
\$20,000 - \$39,999	4,560	18%
\$40,000 - \$44,999	982	4%
\$45,000 - \$49,999	978	4%
\$50,000 - \$59,999	2,048	8%
\$60,000 - \$74,999	2,640	10%
\$75,000 - \$99,999	3,233	12%
\$100,000 Or More	8,468	33%
Total	<u>25,951</u>	<u>100%</u>
Race		
White	16,354	46%
Hispanic		32%
Asian	3,693	14%
Black Or African American	1,913	7%
Some Other Race	3,992	2%
Total	<u>25,952</u>	<u>100%</u>
Occupation		
Mgmt/Business & Financial Operations	2,311	9%
Professional/Technical (Prof)	3,802	15%
Sales	2,018	8%
Office & Administrative Support	2,074	8%
Production,Transport & Material Moving	769	3%
Other Occupations (Other)	5,869	23%
Proprietors	74	0%
Computers & Mathematical	723	3%
Architect & Enginrng/Life/Social	924	4%
Legal/Education & Training	1,187	5%
Healthcare Pract, Tech, Support	968	4%
Protective Services/Food Prep.	2,170	8%
Bldng & Ground Maint/Construction	3,636	14%
Farming, Forestry, Fishing	63	0%
Total	<u>26,588</u>	<u>103%</u>
* Duplication among some categories		

EXHIBIT B

Publication Seletion - Initial Publication List

Target Audience: California Adults (00) 25,951

Publication	Readers (000)	% Coverage of Target Audience
1 Weekday Newspapers (58 Counties)	9,041	31.8%
2 Parade Magazine	7,434	28.6%
3 MNI News Network	6,042	23.3%
4 MNI Health & Beauty Network	4,228	16.3%
5 People	3,630	14.0%
6 USA Weekend	2,703	10.4%
7 AARP, The Magazine	2,655	10.2%
8 Better Homes And Gardens	2,256	8.7%
9 MNI Mens Style Network	2,144	8.3%
10 Time	2,131	8.2%
11 MNI Executive Network	2,101	8.1%
12 MNI Family Network	2,066	8.0%
13 MNI Home Network	2,060	7.9%
14 Reader's Digest	1,943	7.5%
15 MNI Luxury Network	1,892	7.3%
16 Sports Illustrated	1,509	5.8%
17 Newsweek	1,441	5.6%
18 Family Circle	1,307	5.0%
19 Good Housekeeping	1,284	4.9%
20 TV Guide	1,219	4.7%
21 Sunset	1,138	4.4%
22 Woman's Day	1,059	4.1%
23 Cosmopolitan	1,049	4.0%
24 U.S. News & World Report	962	3.7%
25 Instyle	831	3.2%
26 Entertainment Weekly	715	2.8%
27 Fortune	577	2.2%
28 Fitness	577	2.2%
29 Elle	547	2.1%
30 Money Magazine	530	2.0%
31 Health	507	2.0%
32 Forbes	491	1.9%
33 Marie Claire	478	1.8%
34 Business Week	351	1.4%
35 Harper'S Bazaar	334	1.3%
36 Inc.	58	0.2%

Source:
 NCS: Winter 2009 Adult Full Year (Feb 08 - Mar 09)
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Magazines in each of the MNI Networks

MNI NEWS NETWORK

Sports Illustrated
 U.S. News & World Report
 Time
 Newsweek
 The Week

MNI HEALTH & BEAUTY NETWORK

Cosmopolitan
 Elle
 Fitness
 Harpers Bazaar
 Health
 Marie Claire
 People

MNI MENSTYLE NETWORK

Esquire
 Men's Journal
 Sports Illustrated

MNI EXECUTIVE NETWORK

Business Week
 Forbes
 Fortune
 Newsweek
 The Week
 Time

MNI FAMILY NETWORK

American Baby
 Family Fun
 Parenting
 Parents

MNI HOME NETWORK

Cooking Light
 Country Living
 Food & Wine
 House Beautiful
 Real Simple
 This Old House
 Traditional Home

MNI STYLE & ENTERTAINMENT NETWORK

Entertainment Weekly
 Instyle
 People

MNI LUXURY NETWORK

Food & Wine
 InStyle
 Town & Country
 Travel & Leisure

EXHIBIT C

Recommended Media Plan

Publication	# of Publications	# of Insertions	Cost Per Insertion	Cost per Publication	Circulation	Space	Size
Broad Market Publications							
Parade Magazine	1	2	\$39,160	\$78,320	3,508,769	2/5th Pg	5.25"w x 7"h
USA Weekend	1	2	\$24,084	48,168	1,920,490	2/5th Pg	5"w x 6.625"h
Daily Newspapers (All CA Counties)	64	64	\$89,715	89,715	3,600,099	1/6th Pg	5"w x 7"h
People (stand-alone)	1	1	\$43,984	43,984	420,000	1 Pg	7"w x 10"h
MNI News Network			\$92,040	92,040	972,000	1 Pg 2/C	6 7/8"w x 10"h
Newsweek	1	1					
Sports Illustrated	1	1					
The Week	1	1					
Time	1	1					
U.S. News and World Report	1	1					
AARP, The Magazine	1	1	\$32,991	32,991	2,000,100	1/2 Pg	7.375"w x 4.8125"h
Better Homes and Gardens	1	1	\$30,816	30,805	692,000	1/2 Pg	7.25"w x 4.875"h
Family Circle	1	1	\$17,515	17,515	289,900	1/2 Pg	7.25"w x 4.875"h
Good Housekeeping	1	1	\$20,316	20,196	282,200	1 Pg	7.375"w x 10"h
TV Guide	1	1	\$8,235	8,235	356,182	1/2 Pg	7.375"w x 4.875"h
Woman's Day	1	1	\$5,531	5,520	276,000	1/2 Pg	7.125"w x 4.625"h
Sub Total Broad Market Publications	78	80		\$467,489	14,317,740		
Spanish Language Newspapers							
La Opinion (Los Angeles County)	1	1	\$1,981	\$1,981	92,289	1/6th Pg	5.6"w x 7"h
So Cal Uno Hisp Network *	3	3	\$2,637	2,637	210,000	1/6th Pg	5.6"w x 7"h
El Mensajero (SF, Alameda, SCLara)	1	1	\$1,887	1,887	103,800	1/6th Pg	5.6"w x 7"h
Vida en el Valle (Sacramento) **	1	1	\$700	700	45,000	1/6th Pg	5.6"w x 7"h
Vida en el Valle (Fresno)	1	1	\$950	950	58,600	1/6th Pg	5.6"w x 7"h
Sub total Spanish Language Nsprs	7	7		\$8,155	509,689		
Total Print Schedule	85	87		\$475,644	14,827,429		
Internet	14,000,000 Gross Impressions			25,000			
Internet Text and Banner Ads				1,000			
Sub total				\$501,644			
Reserve			3%	15,049			
Total Media Budget				\$516,693			

* So Cal Uno Hispanic Network:
 Enlace, Excelsior, La Prensa
 Riverside County
 San Bernardino County
 Orange County
 San Diego County

** Sacramento Vida en el Valle
 Sacramento
 El Dorado
 Placer
 Yolo

EXHIBIT D

Editorial Profiles of Recommended Publications

AARP THE MAGAZINE is edited for mature readers. AARP The Magazine provides features, pertinent news and practical advice from travel to technology, from health and finance to fashion and self-fulfillment. It also provides interaction with the publication through member surveys and polls.

BETTER HOMES AND GARDENS provides information and ideas on how people can make their lives better through a number of topics, including: home design and decorating, food and appliances, family health, personal style, and entertaining.

FAMILY CIRCLE celebrates today's family and the women at its center. It presents ideas and advice for raising happy and healthy kids, creating a comfortable home, promoting everyday wellness, nurturing rewarding relationships, and having fun. Family Circle represents the strong connection that women have with their family, friends, and community.

GOOD HOUSEKEEPING focuses on food, nutrition, fashion, beauty, relationships, home decorating and home care, health and child care and consumer and social issues. Articles are enhanced by reports from the Good Housekeeping Institute, the evaluation laboratories of the magazine, that serve to simplify purchasing decisions of readers.

NEWSWEEK informs and challenges its readers with surprising and diverse perspectives on global issues. The most compelling voices in journalism bring clarity and dimension to the discussion and provide eclectic content that drives curiosity. Provocative but not partisan, Newsweek's editorial takes readers beyond the headlines to start conversations that shape public opinion.

PARADE is a Sunday newspaper magazine designed to educate, entertain and inspire. Editorial focuses on how regular people can make a difference in their lives, their communities and the world. Pages cover investigative articles, celebrities, health, science, fitness, beauty, high school sports and intellectual challenge.

PEOPLE contains insightful, compassionate and entertaining coverage of the most intriguing people in our culture, from extraordinary people doing the ordinary to ordinary people caught up in extraordinary circumstances. By revealing the human side to every story, People connects readers to their world.

SPORTS ILLUSTRATED reports on the world of sports through in-depth articles, photography and stories. The magazine's photography and journalism covers what happened, why it happened, and what will happen next. Sports Illustrated's loyalty is not to any athlete, team, or league, but rather to the fans and the sports themselves.

TIME Magazine's extensive reporting, analysis and viewpoints provide insight and big-picture perspective on the most important ideas of the day, at home and around the world. TIME regularly covers the myriad touch points of our lives, including politics and international affairs, business and finance, the environment, science and technology, health and nutrition, entertainment and celebrities, and philanthropy and volunteerism. Signature annual issues include TIME 100, Person of the Year, Environmental Heroes and Best Inventions, among many others. Targeted editorial editions serve the unique informational needs of distinct audience segments: business decision-makers, health-conscious women with families, and affluent style aficionados.

THE WEEK is a national newsweekly magazine created for the busy, affluent reader. It offers news, opinion, and ideas distilled from the U.S. and international media. The Week provides current events coverage with uniquely balanced perspective, covering everything from news and current events, politics, business, health, science, and technology to books, film, the arts, consumer reviews, and leisure.

TV GUIDE MAGAZINE covers television entertainment and program recommendations. It includes breaking news, behind-the-scenes access and updated, contemporary guidance to simplify the ever-increasing number of programming options.

USA WEEKEND is a general interest newspaper magazine written for readers who want to become better informed about the topics that matter most in their daily lives; family and food, getting fit and staying healthy, personal finance to personal computing, the latest in entertainment and the newsmakers and newcomers at the national forefront.

U.S. NEWS & WORLD REPORT, a print & digital publication, is a weekly national news magazine emphasizing investigative journalism and reporting and its News You Can Use brand of reporting. It offers analysis of national and international affairs, as well as weekly coverage of politics, business, health, science, technology, and cultural trends. It also publishes annual rankings of America's Best Colleges, Best Graduate Schools and America's Best Hospitals.

WOMAN'S DAY, a print and digital publication, covers issues common to all women. From health to fashion, home decorating to food, family to fitness, relationships to entertaining, the magazine provides women with information they can use to enhance the quality of their lives.

EXHIBIT E

Sunday Supplements Newspapers & Circulation

Primary Newspapers By County			Additional Newspapers			Total	
County	Newspaper	Circ.	County	Newspaper	Circ.	Nsprs	Circ.
Parade							
Fresno	Fresno Bee	171,039	San Diego	Escondido North County Times	87,511		
Imperial	El Centro Imperial Valley Press	12,099	S Barbara	Lompoc Record	5,464		
Kern	Bakersfield Californian	68,825	LA	Palmdale Antelope Valley Press	26,321		
Kings	Hanford Sentinel	12,107	S Barbara	Santa Maria Times	19,964		
Los Angeles	Los Angeles Times	1,101,981					
Merced	Merced Sun Star	19,585					
Napa	Napa Valley Register	16,993					
Orange	Orange County Register	311,982					
Riverside	Riverside Press Enterprise	172,730					
Sacramento	Sacramento Bee	307,480					
San Diego	San Diego Union Tribune	355,537					
San Francisco	San Francisco Chronicle	424,603					
San Joaquin	Stockton Record	62,585					
San Luis Obispo	San Luis Obispo Tribune	41,794					
Shasta	Redding Record Searchlight	35,004					
Sonoma	Santa Rosa Press Democrat	78,505					
Stanislaus	Modesto Bee	81,952					
Ventura	Ventura County Star	94,708					
	Sub Total Circulation with Parade	3,369,509		Sub Total Circulation with Parade	139,260		3,508,769
	Number of CA Newspapers Carrying Parade	18			4	22	
USA Weekend							
Alameda	Oakland Tribune Group	47,215	Solano	Benicia Herald	2,729		
Butte	Chico Enterprise-Record	31,300	Yolo	Davis Enterprise	9,035		
Contra Costa	Walnut Creek Contra Costa Times	194,203	Solano	Fairfield Republic	19,484		
El Dorado	Placerville Mountain Democrat	12,362	Kings	Hanford Sentinel	12,107		
Humboldt	Eureka Times-Standard	20,657	Alameda	Hayward/Fremont/Newark/Pleasanton	81,155		
Lake	Lakeport Record-Bee	7,739	S Joaquin	Lodi News-Sentinel	15,771		
Madera	Madera Tribune	6,000	LA	Los Angeles Daily News	145,164		
Marin	Marin County Independent Journal	33,737	LA	Los Angeles Breeze	66,318		
Mendocino	Ukiah Journal	6,829	LA	Los Angeles Press Telegram	85,191		
Monterey	Monterey Herald	30,803	LA	LA Star News-Valley Trib-Dly News	85,868		
Nevada	Grass Valley The Union	15,266	Riverside	Palm Springs Desert Sun	57,383		
Placer	Auburn Journal	10,575	LA	Palmdale Antelope Valley Press	24,471		
San Bernardino	San Bernardino Group	123,938	Tulare	Porterville Recorder	9,049		
San Mateo	San Mateo Times	28,694	Monterey	Salinas Californian	17,042		
Santa Barbara	Santa Barbara News-Press	34,832	San Diego	San Diego La Jolla Village News	15,011		
Santa Clara	San Jose Mercury News	247,919	SF	San Francisco Examiner	235,000		
Santa Cruz	Santa Cruz Sentinel	23,168	S Barbara	Santa Maria/Lompoc Times-Record	25,428		
Solano	Vallejo Times Herald	16,912	Solano	Vacaville Reporter	18,226		
Sutter	Marysville Appeal-Democrat	20,347	S Bermdno	Victorville/Barstow Press-Desert Dispatch	34,033		
Tehama	Red Bluff News	6,561	Santa Cruz	Watsonville Register-Pajaronian	5,311		
Tulare	Tulare/Visalia Advance Reg-Times-Delta	28,693					
Yolo	Woodland Democrat	8,964					
Yuba	Combo with Sutter County						
	Sub Total Circulation with USA Weekend	966,714		Sub Total Circulation with USA Weekend	963,776		1,920,490
	Number of CA Newspapers Carrying USAW	23		Number of CA Newspapers Carrying USAW	20	43	
	Total Sunday Supplements	41			24	65	5,429,259

EXHIBIT F

California Daily Newspapers

Published Notice cost estimate based on 5.5" wide x 7" high approximate size

County	Population			Newspaper or Combo Purchase	Pub Days	Circulation	1 Time Cost
	County Population	% of State	Cume %			Wkday	Weekday
Los Angeles	10,363,850	27.2%	27.2%	Los Angeles Times	Daily	773,884	20,412
San Diego	3,146,274	8.3%	35.5%	San Diego Union Tribune	Daily	269,819	9,639
Orange	3,121,251	8.2%	43.7%	Orange County Register	Daily	239,960	1,637
Riverside	2,088,322	5.5%	49.2%	Riverside Press-Enterprise	Daily	124,700	4,389
San Bernardino	2,055,766	5.4%	54.6%	San Bernardino Group *	Daily	51,910	4,389
Santa Clara	1,837,075	4.8%	59.4%	San Jose Mercury News	Daily	236,000	2,146
Alameda	1,543,000	4.1%	63.5%	Alameda Group *	Daily	164,958	1,911
Sacramento	1,424,415	3.7%	67.2%	Sacramento Bees Group *	Daily	270,091	9,996
Contra Costa	1,051,674	2.8%	70.0%	Contra Costa Times	Daily	71,171	807
Fresno	931,098	2.4%	72.4%	Fresno Bee	Daily	157,136	-
Ventura	831,587	2.2%	74.6%	Ventura County Star	Daily	95,000	652
San Francisco	824,525	2.2%	76.8%	San Francisco Chronicle	Daily	339,430	11,382
Top 12 Counties	29,218,837	76.8%					
Kern	817,517	2.1%	78.9%	Bakersfield Californian	Daily	59,433	898
San Mateo	739,469	1.9%	80.9%	San Mateo Times Buy	Daily	-	-
San Joaquin	685,660	1.8%	82.7%	Stockton Record	Daily	46,956	1,404
Stanislaus	525,903	1.4%	84.1%	Modesto Bee Combo Buy with	Daily	82,730	-
Sonoma	484,470	1.3%	85.3%	Santa Rosa Press Democrat	Daily	83,703	-
Tulare	435,254	1.1%	86.5%	Visalia Times-Delta & Tulare	Mo thru Sa	18,800	960
Santa Barbara	428,655	1.1%	87.6%	Santa Barbara News-Press	Daily	42,406	333
Monterey	428,549	1.1%	88.7%	Monterey County Herald	Daily	28,861	1,476
Solano	426,757	1.1%	89.9%	Vallejo Times Herald	Daily	17,957	399
Top 21 Counties	4,972,234	89.9%					
Placer	333,401	0.9%	90.7%	Auburn Journal	Su thru Fr	11,780	329
San Luis Obispo	269,337	0.7%	91.4%	San Luis Obispo Tribune	Daily	39,627	1,140
Santa Cruz	266,519	0.7%	92.1%	Santa Cruz County Sentinel	Daily	23,967	809
Marin	257,406	0.7%	92.8%	Marin Independent Journal	Daily	40,295	1,405
Merced	255,250	0.7%	93.5%	Merced Sun-Star	Mo thru Sa	15,356	894
Butte	220,407	0.6%	94.1%	Chico Enterprise-Record	Daily	28,244	1,408
Yolo	199,066	0.5%	94.6%	Woodland Daily Democrat	Daily	8,500	599
Shasta	182,236	0.5%	95.1%	Redding Record Searchlight	Daily	28,500	1,108
El Dorado	179,722	0.5%	95.5%	South Lake Tahoe Tribune	WeFrSa	9,500	371
Imperial	176,158	0.5%	96.0%	Imperial Valley Press	Tu thru Su	13,000	553
Kings	154,434	0.4%	96.4%	Hanford Sentinel	Daily	11,000	662
Madera	150,887	0.4%	96.8%	Madera Tribune	Mo thru Sa	5,500	297
Napa	136,704	0.4%	97.2%	Napa Valley Register	Daily	18,000	502
Humboldt	132,821	0.3%	97.5%	Eureka Times Standard	Daily	19,173	693
Nevada	99,186	0.3%	97.8%	Grass Valley Union	Mo thru Sa	17,500	654
Sutter	95,878	0.3%	98.0%	MarysvilleYubaCityAppealDemoc	Daily	23,235	552
Mendocino	90,163	0.2%	98.3%	Ukiah Journal	Daily	7,645	-
Yuba	71,929	0.2%	98.5%	See Sutter County	Daily	-	-
Lake	64,059	0.2%	98.6%	Lake County Record-Bee	Tu thru Sa	7,216	351
Tehama	62,419	0.2%	98.8%	Red Bluff News	Mo thru Sa	7,200	433
San Benito	57,784	0.2%	98.9%	Hollister Freelance	Tu & Fri	4,000	222
Tuolumne	56,799	0.1%	99.1%	Sonora Union Democrat	Mo thru Fr	11,000	441
Calaveras	46,127	0.1%	99.2%	Calaveras Enterprise	Tu & Fri	6,000	265
Siskiyou	45,971	0.1%	99.3%	Siskiyou Daily News	Mo thru Fr	6,000	394
Amador	37,943	0.1%	99.4%	Amador Ledger Dispatch	Fr	6,600	284
Lassen	35,757	0.1%	99.5%	Lassen County Times	Tu	10,500	221
Del Norte	29,419	0.1%	99.6%	Crescent City Daily Triplicate	Tu thru Sa	5,500	371
Glenn	29,195	0.1%	99.7%	Willows Journal	We & Fr	6,000	172
Colusa	21,910	0.1%	99.7%	Colusa Sun-Hrld & Willows Jml	We & Sa	3,076	314
Plumas	20,917	0.1%	99.8%	Quincy Feather River Bulletin	We	3,580	-
Mariposa	18,406	0.0%	99.8%	Mariposa Gazette	Th	5,300	371
Inyo	18,152	0.0%	99.9%	Inyo Register	TuThSa	5,000	263
Trinity	13,966	0.0%	99.9%	Trinity Journal	We	4,600	241
Mono	13,759	0.0%	100.0%	Mammoth Times	Th	5,500	292
Modoc	9,702	0.0%	100.0%	Modoc County Record	Th	4,500	117
Sierra	3,380	0.0%	100.0%	Downieville Mountain Messenger	Th	2,800	161
Alpine	1,222	0.0%	100.0%	Covered by So Lk Tahoe Trib			-
Total	38,049,462			Total Local Market Newspapers		3,600,099	89,715

* Group Purchases

Alameda Group Oakland Tribune/ Alameda TimesStar/ FremontArgus/ HaywardDailyReview/Tri-VlyHerald/ SanMateo Time
 San Bernardino Grp SanBernardino Cnty Sun/ Inland Valley Daily Bulletin/ Redlands Daily Fact
 Sacramento Bees Grp Sacramento Bee, Modesto Bee & Fresno Bee
 Quincy Feather River Bulletin purchased with Lassen County Times

Total Number of Newspapers: 64

EXHIBIT G

Publication Details & Scheduling

Magazine	# of Insertions	Circulation	Avg Rating/Insertion	Readers/ Issue (000)	Total Readers (000)	Space	Dimensions	Pub Notice Version	Commit Deadline	Issue Date	OnSale Date	# of Days from Prelim Hearing
Broad Market Publications												
Parade Magazine	2	3,508,769	28.65%	7,435	14,870	2/5th page	5.25"w x 7"h	A	10/6/2009	11/8/2009	11/8/2009	41
USA Weekend	2	1,920,490	10.42%	2,704	5,408	Digest	5"w x 6.625"h	B	10/9/2009	11/8/2009	11/8/2009	41
Daily Newspapers All CA Counties	1	3,600,099	38.61%	10,020	10,020	1/6th Page	5"w x 7"h	C	4 days lead			
People	1	420,000	13.99%	5,177	5,177	1 page	7"w x 10"h	D	10/12/2009	11/30/2009	11/20/2009	53
MNI News Network	1	972,000	23.28%	6,041	6,041	1 page/2C	6 7/8"w x 10"h	F				
Newsweek									10/5/2009	11/9/2009	11/2/2009	35
Sports Illustrated									10/5/2009	11/2/2009	10/26/2009	28
The Week									10/5/2009	11/6/2009	10/30/2009	32
Time									10/5/2009	11/2/2009	10/23/2009	25
U.S. News and World Report									10/5/2009	Dec 2009	11/23/2009	56
AARP, The Magazine	1	2,000,100	10.23%	2,066	2,066	1/2 page	7.375"w x 4.8125"h	E	9/30/2009	Jan/Feb 2010	11/24/2009	57
Better Homes And Gardens	1	692,000	8.69%	2,655	2,655	1/2 page	7.25"w x 4.875"h	E	10/15/2009	Jan 2010	12/15/2009	78
Family Circle	1	289,900	5.03%	2,255	2,255	1/2 page	7.25"w x 4.875"h	E	9/30/2009	Dec 2009	11/25/2009	58
Good Housekeeping	1	282,200	4.95%	1,285	1,285	1 page	7.375"w x 10"h	D	9/30/2009	Dec 2009	11/10/2009	43
TV Guide	1	356,182	4.70%	1,305	1,305	1/2 page	7.375"w x 4.875"h	E	10/22/2009	11/9/2009	11/5/2009	38
Woman's Day	1	276,000	4.08%	1,220	1,220	1/2 page	7.125"w x 4.625"h	E	10/2/2009	Jan 2010	12/8/2009	71
Sub total Broad Market Publications	13	14,317,740		42,163	52,302							
* with extension												
Spanish Language Newspapers												
La Opinion (Los Angeles County)	1	92,289				1/6th Pg		G	2 weeks			
So Cal Uno Hisp Network *	1	210,000				1/6th Pg		G	2 weeks			
El Mensajero (SF, Alameda, SClara)	1	103,800				1/6th Pg		G	2 weeks			
Vida en el Valle (Sacramento)	1	45,000				1/6th Pg		G	2 weeks			
Vida en el Valle (Fresno)	1	58,600				1/6th Pg		G	2 weeks			
Sub total Spanish Language Nsprs	5	509,689										
Total All Publications	18	14,827,429										

* Enlace, Excelsior, La Prensa

Next Issue Dates if the Preliminary Approval is granted after current commitment dates

Magazine	Next Commit Deadline	Next Issue Date	Next OnSale Date	
Broad Market Publications				
Parade Magazine	10/13/2009	11/15/2009	11/15/2009	48
USA Weekend	10/16/2009	11/15/2009	11/15/2009	48
Daily Newspapers	4 days lead			
People	10/26/2009	12/14/2009	12/4/2009	67
MNI News Network				
Newsweek	11/1/2009	12/9/2009	** 12/2/2009 **	65
Sports Illustrated	11/1/2009	12/2/2009	** 11/25/2009 **	58
The Week	11/1/2009	12/6/2009	** 11/29/2009 **	62
Time	11/1/2009	12/2/2009	** 11/22/2009 **	55
U.S. News and World Report	11/1/2009	Jan 2010	** 12/23/2009 **	86
AARP, The Magazine	11/14/2009	Mar/Apr	1/25/2010	119
Better Homes And Gardens	11/16/2009	February 2010	1/19/2010	113
Family Circle	10/16/2009	January 2010	12/15/2009	78
Good Housekeeping	10/15/2009	January 2010	12/15/2009	78
TV Guide	10/29/2009	11/16/2009	11/12/2009	45
Woman's Day	11/17/2009	2/17/2010	1/19/2010	113

** Approximate Dates

EXHIBIT H

Rosenthal & Company LLC
 Credit/Debit Card Tying Cases
 Notice & Administration Cost Estimate
 file:VMC Notice Plan 090912.xls
 9/12/2009

California Total Adults (000) 25,951

Media Vehicle	Cost	# of Readers (000)	
Parade Magazine	\$39,160	7,435	2
USA Weekend	\$24,084	2,704	2
Daily Newspapers	\$89,715	10,020	1
People	\$43,984	3,631	1
MNI News Network	\$92,040	6,041	1
Newsweek			
Sports Illustrated			
The Week			
Time			
U.S. News and World Report			
AARP, The Magazine	\$32,991	2,655	1
Better Homes And Gardens	\$30,816	2,255	1
Family Circle	\$17,515	1,305	1
Good Housekeeping	\$20,316	1,285	1
TV Guide	\$8,235	1,220	1
Woman's Day	\$5,531	1,059	1
Print Plan Delivery			
Total Insertions			13
Reach (000)			17,398
Reach (%)			67.0%
Average Frequency			2.8
Gross Impressions			48,747
GRPs			188
Total Cost			\$467,489
Internet Plan Delivery			
Reach (000)			10,500
Reach (%)			40.5%
Average Frequency			1.3
Gross Impressions			14,000
GRPs			54
Total Media Budget - Internet			25,000
Print & Internet Combined Plans			
Reach (000)			20,858
Reach (%)			80.4%
Average Frequency			3.0
Gross Impressions			62,747
GRPs			242
Total Cost Combined Print & Internet			\$492,489
Hispanic Newspaper			8,155
Internet Text and Banner Ads			1,000
Total Media Budget			<u>\$501,644</u>

EXHIBIT I

DANART Communications
Job Name: Visa/MasterCard Settlement
Published Notice
Version A – Parade Magazine
Size: 5.25”w x 7”h
File Name: CDC_PubNot_verA_5.25x7_090908.doc
September 8, 2009

**TO PURCHASERS OF RETAIL PRODUCTS OR SERVICES IN CALIFORNIA
THIS NOTICE OF SETTLEMENT AND EXCLUSION RIGHTS
IS PUBLISHED BY COURT ORDER**

PLEASE READ THIS CAREFULLY – IT MAY AFFECT YOUR RIGHTS

If you have purchased in California for your own use, at any time since January 1, 1980, retail products or services from businesses that accepted and/or issued Visa- or MasterCard-branded credit and/or debit cards, you are a member of a settlement class in a lawsuit brought on your behalf entitled *Credit/Debit Card Tying Cases*, No. J.C.C.P. 4335. This notice is to inform you that you will be a party to the settlement in that lawsuit unless you choose to exclude yourself by _____, 2009, and to inform you of a hearing regarding the settlement.

What is this lawsuit about? The Plaintiffs are consumers who claim that Visa and MasterCard, individually and with their member financial institutions, violated California's Cartwright Act and Unfair Competition Law. Visa and MasterCard allegedly forced merchants unlawfully to accept debit as well as credit cards for payment, adopted exclusionary rules, price-fixed fees, and engaged in other anti-competitive, unfair, fraudulent, and deceptive practices. Those activities allegedly resulted in California consumers paying artificially inflated prices for retail products and services.

Visa and MasterCard deny those allegations. They say that their actions were lawful, justified, and the result of independent business competition. They maintain that their actions benefited competition, merchants, and consumers, and did not increase prices for retail products or services. They point out that courts have dismissed consumer lawsuits making similar claims in more than a dozen other states.

The court did not decide which side was right because the parties entered into a settlement, which the court preliminarily approved as fair.

What are the terms of the settlement? Visa will pay \$25 million and MasterCard will pay \$6 million into a Settlement Fund. Approximately \$21 million will be used to develop and distribute a financial literacy toolkit to be made available to members of the settlement class, for non-profit organizations to use for initiatives to benefit settlement class members, and for class notice and administrative costs. Up to \$9.3 million may be used for class counsel's attorneys' fees and litigation costs, and an additional service fee award of up to \$1,000 may be made to each named Plaintiff. The Court must approve all those payments.

Pursuant to the settlement, any claims you have against Visa or MasterCard, including their corporate affiliates, member financial institutions, employees, and agents, which arise out of any of their conduct alleged or which could have been alleged in the lawsuit, including claims based on rules, by-laws, regulations, policies, practices, network service fees, interchange fees, merchant discount fees, finance charges, or charges of any kind of Visa or MasterCard, and including claims based on theories of tying, attempted monopolization, monopolization, exclusionary conduct, price-fixing, or any other restraint of trade, or of any unfair, deceptive or fraudulent practice, as well as all claims asserted in a related case, *Attridge v. Visa U.S.A. Inc.*, No. CGC 04-436920, shall be resolved in the settlement and cannot be pursued in any other lawsuit. But you will not give up any claim based on a routine individual dispute with a financial institution that issued you a Visa or MasterCard payment card regarding payment of your personal account statement.

How do I participate in the settlement? If you DO wish to participate in the lawsuit and settlement, you do not need to do anything. You will be bound by the Court's judgment and may take advantage of the financial literacy toolkit and other initiatives to benefit settlement class members.

How do I object to the settlement? If you DO wish to participate in the lawsuit and settlement, but OBJECT to the settlement, you may obtain information on how to object at www.CaliforniaCreditDebitCardSettlement.com or by calling (800) _____. You may enter an appearance through counsel and your objections must be filed with the Court and sent by mail to counsel for the class, Visa, and MasterCard BY _____, 2009.

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What if I have questions? If you would like more information about this lawsuit, the full terms of the settlement, the claims being resolved, or your rights, please visit www.CaliforniaCreditDebitCardSettlement.com or call (800) _____. Please do not contact the Court or your payment card issuer. The Court has scheduled a hearing to consider the fairness and adequacy of the settlement for _____ on _____, 2010 at the San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, which you may attend.

Dated _____, 2009. The Honorable Richard Kramer,
Superior Court Judge.

**This settlement affects
virtually all California consumers.**

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For more information visit:
www.CaliforniaCreditDebitCardSettlement.com
or call (800) _____.

The Court will hold a hearing on the settlement at _____ on _____, 2010, at the Superior Court, 400 McAllister Street, San Francisco, CA 94102.

DANART Communications
Job Name: Visa/MasterCard Settlement
Published Notice
Version B - USA Weekend
Size: 5"w x 6.625"h
File Name: CDC_PubNot_verB_5x6.625_090908.doc
September 8, 2009

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What is this lawsuit about? The Plaintiffs are consumers who claim that Visa and MasterCard, individually and with their member financial institutions, violated California's Cartwright Act and Unfair Competition Law. Visa and MasterCard allegedly forced merchants unlawfully to accept debit as well as credit cards for payment, adopted exclusionary rules, price-fixed fees, and engaged in other anti-competitive, unfair, fraudulent, and deceptive practices. Those activities allegedly resulted in California consumers paying artificially inflated prices for retail products and services.

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How do I participate in the settlement? If you DO wish to participate in the lawsuit and settlement, you do not need to

do anything. You will be bound by the Court's judgment and may take advantage of the financial literacy toolkit and other initiatives to benefit settlement class members.

How do I object to the settlement? If you DO wish to participate in the lawsuit and settlement, but OBJECT to the settlement, you may obtain information on how to object at www.CaliforniaCreditDebitCardSettlement.com or by calling (800) _____. You may enter an appearance through counsel and your objections must be filed with the Court and sent by mail to counsel for the class, Visa, and MasterCard BY _____, 2009.

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What if I have questions? If you would like more information about this lawsuit, the full terms of the settlement, the claims being resolved, or your rights, please visit www.CaliforniaCreditDebitCardSettlement.com or call (800) _____. Please do not contact the Court or your payment card issuer. The Court has scheduled a hearing to consider the fairness and adequacy of the settlement for _____ on _____, 2010 at the San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, which you may attend.

Dated _____, 2009. The Honorable Richard Kramer,
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The Court will hold a hearing on the settlement at _____ on _____, 2010, at the Superior Court, 400 McAllister Street, San Francisco, CA 94102.

DANART Communications
Job Name: Visa/MasterCard Settlement
Published Notice
Version C – Daily Newspapers
Size: 5”w x 7”h
File Name: CDC_PubNot_verC_5x7_090908.doc
September 8, 2009

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DANART Communications
Job Name: Visa/MasterCard Settlement
Published Notice
Version E - Better Homes Gardens
Size: 7.25"w x 4.875"h
File Name: CDC_PubNot_verE_7.25x4.875_090908.doc
September 8, 2009

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virtually all California consumers.**

Settlement funds will be used for a financial literacy toolkit and initiatives to benefit California consumers.

If you DO wish to participate in the settlement, you do not need to do anything.

If you DO wish to participate in the settlement but OBJECT to it, you must submit objections by _____, 2009.

If you DO NOT wish to participate in the settlement, you must exclude yourself by _____, 2009.

For more information visit:
www.CaliforniaCreditDebitCardSettlement.com
or call (800) _____.

The Court will hold a hearing on the settlement at _____ on _____, 2010, at the Superior Court, 400 McAllister Street, San Francisco, CA 94102.

**TO PURCHASERS OF RETAIL PRODUCTS OR SERVICES IN CALIFORNIA
THIS NOTICE OF SETTLEMENT AND EXCLUSION RIGHTS
IS PUBLISHED BY COURT ORDER**

PLEASE READ THIS CAREFULLY - IT MAY AFFECT YOUR RIGHTS

If you have purchased in California for your own use, at any time since January 1, 1980, retail products or services from businesses that accepted and/or issued Visa- or MasterCard-branded credit and/or debit cards, you are a member of a settlement class in a lawsuit brought on your behalf entitled *Credit/Debit Card Tying Cases*, No. J.C.C.P. 4335. This notice is to inform you that you will be a party to the settlement in that lawsuit unless you choose to exclude yourself by _____, 2009, and to inform you of a hearing regarding the settlement.

What is this lawsuit about? The Plaintiffs are consumers who claim that Visa and MasterCard, individually and with their member financial institutions, violated California's Cartwright Act and Unfair Competition Law. Visa and MasterCard allegedly forced merchants unlawfully to accept debit as well as credit cards for payment, adopted exclusionary rules, price-fixed fees, and engaged in other anti-competitive, unfair, fraudulent, and deceptive practices. Those activities allegedly resulted in California consumers paying artificially inflated prices for retail products and services.

Visa and MasterCard deny those allegations. They say that their actions were lawful, justified, and the result of independent business competition. They maintain that their actions benefited competition, merchants, and consumers, and did not increase prices for retail products or services. They point out that courts have dismissed consumer lawsuits making similar claims in more than a dozen other states.

The court did not decide which side was right because the parties entered into a settlement, which the court preliminarily approved as fair.

What are the terms of the settlement? Visa will pay \$25 million and MasterCard will pay \$6 million into a Settlement Fund. Approximately \$21 million will be used to develop and distribute a financial literacy toolkit to be made available to members of the settlement class, for non-profit organizations to use for initiatives to benefit settlement class members, and for class notice and administrative costs. Up to \$9.3 million may be used for class counsel's attorneys' fees and litigation costs, and an additional service fee award of up to \$1,000 may be made to each named Plaintiff. The Court must approve all those payments.

Pursuant to the settlement, any claims you have against Visa or MasterCard, including their corporate affiliates, member financial institutions, employees, and agents, which arise out of any of their conduct alleged or which could have been alleged in the lawsuit, including claims based on rules, by-laws, regulations, policies, practices, network service fees, interchange fees, merchant discount fees, finance charges, or

charges of any kind of Visa or MasterCard, and including claims based on theories of tying, attempted monopolization, monopolization, exclusionary conduct, price-fixing, or any other restraint of trade, or of any unfair, deceptive or fraudulent practice, as well as all claims asserted in a related case, *Attridge v. Visa U.S.A. Inc.*, No. CGC 04-436920, shall be resolved in the settlement and cannot be pursued in any other lawsuit. But you will not give up any claim based on a routine individual dispute with a financial institution that issued you a Visa or MasterCard payment card regarding payment of your personal account statement.

How do I participate in the settlement? If you DO wish to participate in the lawsuit and settlement, you do not need to do anything. You will be bound by the Court's judgment and may take advantage of the financial literacy toolkit and other initiatives to benefit settlement class members.

How do I object to the settlement? If you DO wish to participate in the lawsuit and settlement, but OBJECT to the settlement, you may obtain information on how to object at www.CaliforniaCreditDebitCardSettlement.com or by calling (800) ____-____. You may enter an appearance through counsel and your objections must be filed with the Court and sent by mail to counsel for the class, Visa, and MasterCard BY _____, 2009.

How do I exclude myself from the settlement? If you DO NOT wish to participate in the lawsuit and settlement, you must individually exclude yourself from the lawsuit. You may do so by making a written request containing the words "Credit/Debit Card Tying Cases," a hand-signed and dated statement of your desire to be excluded, and your printed full name, address, and telephone number. You must then mail your written request in an envelope, with postage prepaid and POSTMARKED BY _____, 2009, to: Credit/Debit Card Tying Cases Administrator, P.O. Box 6177, Novato, CA 94948-6177. If you exclude yourself from the lawsuit, you will have the right, at your own expense, to pursue a separate lawsuit against Visa or MasterCard. But you will not be entitled to a free copy of the financial literacy toolkit or other benefits to be provided pursuant to the settlement agreement.

What if I have questions? If you would like more information about this lawsuit, the full terms of the

settlement, the claims being resolved, or your rights, please visit www.CaliforniaCreditDebitCardSettlement.com or call (800) ____-____. Please do not contact the Court or your payment card issuer. The Court has scheduled a hearing to consider the fairness and adequacy of the settlement for ____ on _____, 2010 at the San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, which you may attend. Dated _____, 2009.

The Honorable Richard Kramer,
Superior Court Judge.

**This settlement affects
virtually all California consumers.**

Settlement funds will be used for a financial literacy toolkit and initiatives to benefit California consumers.

If you DO wish to participate in the settlement, you do not need to do anything.

If you DO wish to participate in the settlement but OBJECT to it, you must submit objections by _____, 2009.

If you DO NOT wish to participate in the settlement, you must exclude yourself by _____, 2009.

For more information visit:
www.CaliforniaCreditDebitCardSettlement.com
or call (800) ____-____.

The Court will hold a hearing on the settlement at ____ on _____, 2010, at the Superior Court, 400 McAllister Street, San Francisco, CA 94102.

EXHIBIT 3

Selected Published Notice Plans Developed by DANART Communications:

- Weinstein v. Airit2me, Inc.*, Case No. 06 C 0484 (U.S. District Court, Northern District of IL) 2008
- In Re ATI Tech. HDCP Litigation*, Case No. 5:06-CV-01303-JW (U.S. District Court - Northern Dist. of CA) 2009
- Gray v. Mobile Messenger Americas, Inc.*, Case No. 08-cv-61089 (U.S. District Court - Southern District of FL) 2008
- Barrett, Grider v. HP-Compaq*, Case No. CJ-2003-969-L (Cleveland County District Court – OK) 2007
- Smokeless Tobacco Cases*, Case No. CGC-02-412861 (San Francisco County Superior Court) 2007
- Adalat Antitrust Settlement (Coalition for Elders Independence v. Biovail)*, Case No. CV 023320 (CPH) (San Joaquin County Superior Court) 2007
- LaRosa v Nutramerica Corp., et al.*, Case No. BC 309427 (Sup Ct. St CA Cty Los Angeles) 2007
- Klotzer v. International Aluminum Windows*, Case No. FCS 021196 (Solano County Superior Court) 2006
- Nicole Nellis, et al., vs. Mid-Century Insurance*, Case No. CV 2003 07980 (2nd Jud. Dist. Ct. Cty. Bernalillo NM). 2006
- Gutierrez, et al. vs. Magruder, et al.*, Case No. CV 043269 (Sup. Ct. CA Cty. Marin). 2006
- Bernard & Cordelia Abigana, et al. vs. Rylock Company, LTD., et al.*, Case No. 2002076625 (Sup. Ct. CA Cty Alameda). 2006
- Charlotte M. Johnson, et al., vs. Property And Casualty Ins. Co. Of Hartford*, Case No. CV-2002-06293 (2nd Jud. Dist. Ct. Cty. Bernalillo NM). 2005
- Juan Flores, et al. and Service Employees International Union, AFL-CIO, vs. Albertson's, Inc., et al*, Case No. CV 01-00515 PA (SHx) (U.S. Dist. Ct. Cent. Dist. CA). 2005
- Sylvester McClain, et al. v. Lufkin Industries, Inc.*, Civil Action No. 9:97 CV 063 (COBB) (U.S. Dist. Ct., E. Dist. TX, Lufkin Div.). 2005
- Bayhille v. Jiffy Lube International*, Case No. CJ-2002-352 (Cherokee County District Court, OK) 2004
- Sarah Schreiner, et al. vs. Genesco, INC.; et al.*, Case No. CV 049765 RGK (RCx) (U.S. Dist. Ct. Cent. Dist. CA). 2004
- Doreen Farino -Against- Jiffy Lube International, Inc.*, Index No. 00-03743 (Sup. Ct. NY Cty. Suffolk). 2004
- Megan Schantz, et al., vs. Humana of Kansas City, Inc., d/b/a Humana Prime Health Plan*, Case No. CV97-028549 (MO Cir. Ct., Jackson Co., at Kansas City). 2003
- Liesenfelt v. Cornerstone Propane Partners*, Case No. CV 141359 (Sup Ct St CA Cty Santa Cruz) 2002
- Jane Davey, et al. vs. County of Los Angeles, et al*, Case No. BC 182579 (Sup Ct. St CA Cty Los Angeles). 2001
- In Re PRK/LASIK Consumer Litigation*, Case No. CV-772894 (Sup. Ct. of CA, County of Santa Clara) 2001
- Leila Granahan, et al. vs. Pacific Monarch Resorts, Inc., et al.*, Case No. GIC 745652 (Sup. Ct. CA Cty. San Diego). 2001
- O'Hara v. Marvin Lumber and Cedar Co. and Marvin Windows of Tennessee, Inc.*, Court File No. 00-14027 (MN Hennepin Cty. Dist. Ct. 4th Jud. Dist.). 2001