

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

NICHOLAS WILLIS and BETH SHVARTS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

IHEARTMEDIA, INC., a Delaware
corporation,

Defendant.

Case No. 16 CH 02455

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement (the “Agreement” or “Settlement”) is entered into by and among Plaintiffs Nicholas Willis (“Willis”) and Beth Shvarts (“Shvarts”) (collectively, “Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant iHeartMedia, Inc. (“iHeart” or “Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

WHEREAS, on June 3, 2015, Plaintiff Shvarts filed a putative class action complaint against iHeartMedia in the United States District Court for the Eastern District of New York, Case No. 15-cv-3231 (the “New York Action”), alleging a claim for damages, an injunction, and declaratory relief under the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), related to the sending of unsolicited text message advertisements to listeners of its radio stations;

WHEREAS, on September 4, 2015, iHeartMedia filed a letter motion for leave to file a

motion to dismiss, which was fully briefed by the Parties and ready for presentment to the Court;

WHEREAS, despite iHeartMedia's anticipated motion to dismiss, the Parties kept the lines of communication open and explored the possibility of resolving the case without the need for further protracted litigation;

WHEREAS, as a result of their ongoing discussions, the Parties agreed to participate in a private mediation with the Honorable Wayne R. Andersen (ret.) of JAMS on November 16, 2015;

WHEREAS, on November 16, 2015, counsel for the Parties participated in a full-day mediation before Judge Andersen;

WHEREAS, during the mediation, the Parties discussed the potential implication of the Supreme Court's ruling in *Spokeo, Inc. v. Thomas Robins*, No. 13-1339, which may impact the federal court's jurisdiction over this matter;

WHEREAS, as a result of their discussions and with Judge Andersen's assistance, the Parties were able to reach a proposed class-wide resolution of the Action, as outlined in this Agreement, which required the dismissal of the New York Action and the refiling of the matter in the Circuit Court of Cook County, Illinois;

WHEREAS, on February 19, 2016, Plaintiffs filed their putative class action complaint in the matter captioned *Willis, et al. v. iHeartMedia, Inc.*, Case No. 16 CH 02455 (Cir. Ct. Cook Cnty., Ill.) (the "Illinois Action") (the Illinois and New York Actions together, the "Actions");

WHEREAS, Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts relating to the matters at issue in the Actions regarding their claims and iHeartMedia's potential defenses;

WHEREAS, the Parties have engaged in extensive arm's-length settlement negotiations,

including with the assistance of a third-party neutral;

WHEREAS, the Parties have engaged in informal discovery to confirm the information provided by iHeartMedia through the settlement negotiations;

WHEREAS, based on an analysis of the facts and the law applicable to Plaintiffs' claims and taking into account the burdens and expense of such litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel have concluded that the Settlement provides substantial benefits to the Settlement Class and the public as a whole, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class;

WHEREAS, iHeartMedia denies all allegations of wrongdoing and liability and denies all material allegations in the Complaint, but has similarly concluded that this Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class;

NOW, THEREFORE, the Parties stipulate and agree that any and all Released Claims against iHeartMedia and all other Released Parties, shall be finally settled and resolved on the terms and conditions set forth in this Agreement, subject to Court approval, as a fair, reasonable, and adequate settlement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below:

1.1 “**Actions**” means the Illinois Action (captioned *Willis, et al. v. iHeartMedia, Inc.*,

Case No. 16 CH 02455 (Cir. Ct. Cook Cnty.), and the New York Action (captioned *Shvarts v. iHeartMedia, Inc.*, Case No. 15-cv-3231 (E.D.N.Y.)).

1.2 “**Advertising Text Message**” means any text message that contains material advertising the commercial availability or quality of any property, goods, or services.

1.3 “**Agreement**” or “**Settlement**” means this Stipulation of Class Action Settlement (including all exhibits and attachments hereto).

1.4 “**Approved Claim**” means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is physically signed or electronically verified by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a settlement payment as set forth in Sections 2 and 5.

1.5 “**Claim Form**” means the form attached hereto as Exhibit A, as approved by the Court. The Claim Form must be completed and physically signed or verified electronically by Settlement Class Members who wish to file a claim for a settlement payment, and shall be available for submission on or download from the Settlement Website and from the Settlement Administrator in hardcopy form. The Claim Form will require the Settlement Class Member to provide the following information: (i) full name, current address, telephone number, and e-mail address and (ii) a statement that he or she received an Advertising Text Message from iHeartMedia, during the relevant period of time. The Claim Form will not require notarization, but will require that the information supplied is true and correct.

1.6 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website established pursuant to Paragraph 5.3(d) to be considered timely and shall be set as a date no later than twenty-eight (28) days after the Final

Approval Hearing. The Claims Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Claim Form.

1.7 “**Class Counsel**” means attorneys Rafey S. Balabanian and Benjamin H. Richman of Edelson PC, attorney Jeremy Glapion of the Glapion Law Firm, LLC, and attorney Ari H. Marcus of Marcus & Zelman.

1.8 “**Class Representatives**” means the named-Plaintiffs in the Actions, Nicholas Willis and Beth Shvarts.

1.9 “**Court**” means the Circuit Court of Cook County, Illinois, the Honorable David B. Atkins presiding, or any judge who shall succeed him as the Judge assigned to the Illinois Action.

1.10 “**Defendant’s Counsel**” means attorney David S. Eisen of Wilson Elser Moskowitz Edelman & Dicker LLP.

1.11 “**Effective Date**” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

1.12 “**Escrow Account**” means the separate, interest-bearing escrow account to be

established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.13 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs to Class Counsel as awarded by the Court.

1.14 “**Final Approval Hearing**” means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee Award and the incentive awards to the Class Representatives.

1.15 “**Final Judgment**” means the final judgment to be entered by the Court approving the class settlement of the Illinois Action in accordance with this Agreement after the Final Approval Hearing.

1.16 “**iHeartMedia**” or “**Defendant**” means Defendant iHeartMedia, Inc., a Delaware corporation.

1.17 “**Notice**” means the notice of this proposed Settlement Agreement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Agreement, fulfills the requirements of Due Process and 735 ILCS 5/2-801, and is substantially in the form of Exhibits B-D attached hereto.

1.18 “**Notice Date**” means the date upon which the Notice is first disseminated to the Settlement Class, which shall be a date no later than thirty-five (35) days after entry of

Preliminary Approval.

1.19 “**Objection/Exclusion Deadline**” means the period for the Settlement Class Members to submit a request for exclusion or file an objection, which shall expire forty-five (45) days following the Notice Date, subject to Court approval. The Objection/Exclusion Deadline will be set forth in the Settlement Class Notice and on the Settlement Website.

1.20 “**Person**” means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors or assigns. The definition of “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General Office.

1.21 “**Plaintiffs**” means, collectively, Willis and Shvarts.

1.22 “**Postcard Notice List**” means a list that identifies all telephone numbers for individuals who have opted-out from receiving Advertising Text Messages from Defendant.

1.23 “**Preliminary Approval**” means the Court’s Order preliminarily approving the class action settlement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice, the proposed version of which is attached hereto as Exhibit E.

1.24 “**Released Claims**” means any and all claims or causes of action of every kind and description (including any causes of action in law, claims in equity, complaints, suits or petitions) and any allegations of wrongdoing (including any assertions of liability, debts, legal duties, torts, unfair or deceptive practices, statutory violations, contracts, agreements, obligations, promises, promissory estoppel, detrimental reliance, or unjust enrichment) and any demands for legal, equitable or administrative relief (including any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, compensatory damages,

consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest, or expenses) that the Releasing Parties had or have (including assigned claims and "Unknown Claims" as defined herein) that have been or could have been asserted in the Actions or in any other action or proceeding before any court, arbitrator, tribunal or administrative body (including any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with any and all Advertising Text Messages made by or on behalf of iHeartMedia to consumers and all claims or causes of action of every kind and description that were brought, alleged, argued, raised, or asserted in any pleading or court filing in the Actions related to the Advertising Text Messages. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant or the Released Parties.

1.25 **"Released Parties"** means Defendant and any and all of its present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, insurers, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, other individuals or entities in which iHeartMedia has a controlling interest or which is affiliated with any of them, or any other representatives of any of these Persons and entities.

1.26 **“Releasing Parties”** means Plaintiffs and their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities.

1.27 **“Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, processing Claim Forms, mailing checks for Approved Claims, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.28 **“Settlement Administrator”** means, subject to approval of the Court, Kurtzman Carson Consultants (“KCC”), which will oversee the Notice and the processing and payment of Settlement Class Members’ Claim Forms.

1.29 **“Settlement Class”** means all Persons in the United States to whom Defendant iHeartMedia, Inc. sent (or had sent on its behalf) an Advertising Text Message to his or her cellular telephone from October 16, 2013 through the date of Preliminary Approval. Excluded from the Settlement Class are: (1) the Judges presiding over the Actions and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) all Persons whose claims against the Defendant have been fully and finally adjudicated and/or released; and (5) the legal representatives, successors or assigns of any such excluded Persons.

1.30 “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the definition of the Settlement Class and who does not request exclusion from the Settlement pursuant to Section 4.

1.31 “**Settlement Fund**” means a non-reversionary cash settlement fund to be established by Defendant in the amount of eight million five hundred thousand dollars (\$8,500,000.00), which shall be deposited into the Escrow Account within twenty-one (21) days after entry of Preliminary Approval. From the Settlement Fund, the Settlement Administrator shall pay all Settlement Administration Expenses, all Approved Claims made by Settlement Class Members, any incentive awards to the Class Representatives, and any Fee Award to Class Counsel. The Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement. Defendant shall be responsible for all tax filings with respect to the Settlement Fund and the payment of all taxes that may be due as a result of the Settlement Fund.

1.36 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and provides access to relevant case documents including the Notice, information about the submission of Claim Forms and other relevant documents, including downloadable Claim Forms.

1.37 “**Unknown Claims**” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and the Releasing Parties shall be deemed to have, and shall have, expressly

waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF

2.1 Monetary Payments to Settlement Class Members.

a. Defendant shall establish the Settlement Fund within twenty-one (21) days after entry of Preliminary Approval.

b. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be entitled to a payment of a *pro rata* share of the amount remaining in the Settlement Fund after payment of all Settlement Administration Expenses, any incentive award to the Class Representatives, and any Fee Award.

c. Within sixty (60) days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved Claims by check and send said checks via first-class U.S. mail to the Settlement Class Members who submitted all such Approved Claims.

d. All cash payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

e. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, the check will be void, and such funds shall be distributed to the Illinois Bar Foundation pursuant to 735 ILCS 5/2-807(b).

2.2 **Prospective Relief.** iHeartMedia represents that it has changed the process for sending the Advertising Text Messages at issue as of July 2, 2015, such that legal department approval is required for each message. iHeartMedia has also agreed that, to the extent it performs such text message advertising in the future, it shall maintain procedures to obtain message recipients' prior express written consent to receive such messages on their cellular telephones.

3. **RELEASE**

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Actions and any and all Released claims, as against all Released Parties.

3.2 **The Release.** Upon the Effective Date, and in consideration of the Settlement relief described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged all Released Claims against each and every one of the Released Parties.

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. Postcard Notice List. No later than seven (7) days after Preliminary Approval of this Agreement, Defendant shall provide the Settlement Administrator and Class Counsel with the Postcard Notice List. The Settlement Administrator shall use reasonable commercial services to determine current U.S. Mail addresses for all Settlement Class Members identified on the Postcard Notice List.

b. Confidentiality of the Postcard Notice List. The Parties, the Settlement Administrator, Class Counsel, and Defendant's Counsel shall keep the Postcard Notice List and all personal information obtained therefrom, including the identity, telephone numbers and U.S. mailing addresses strictly confidential. The Parties agree that the Postcard Notice List may not be used for any purpose other than advising specific individual Settlement Class Members of their rights and otherwise effectuating the terms of this Agreement or duties arising thereunder, including the provision of Notice as set forth herein.

c. Direct Notice. No later than the Notice Date, the Settlement Administrator shall disseminate notice of the Settlement along with a Claim Form via First Class U.S. mail to Settlement Class Members on the Postcard Notice List whose addresses are reasonably identifiable by the Settlement Administrator. The Notice shall be substantially in the form attached as Exhibit B. For postcards that are returned as undeliverable, the Settlement Administrator shall make one attempt to re-send the postcard.

d. Online Media Campaign. The Settlement Administrator will design and implement an online media campaign to provide notice to all Settlement Class Members. The online media campaign shall include Internet ads to be delivered through Xaxis Such ads shall,

subject to the approval of the Court, be substantially in the form provided in Exhibit C.

e. Settlement Website. Within twenty-eight (28) days after Preliminary Approval of this Agreement, including the form and content of the Settlement Class Notice, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with Section 5.3(d) of this Agreement.

4.2 The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, and (b) send copies of such papers via mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 **Right to Object or Comment.** Any member of the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (i) the Settlement Class Member's full name and current address, (ii) the cellular telephone number the Settlement Class Member believes received the text message at issue, (iii) a statement that he or she believes himself or herself to be a member of the Settlement Class, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who

may profit from the pursuit of the objection; and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed and postmarked no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.4 **Right to Request Exclusion.** Any Person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (i) be in writing; (ii) identify the case name *Willis v. iHeartMedia, Inc.*, Case No. 16 CH 02455 (Cir. Ct. Cook Cnty., Ill.); (iii) state the name, address and telephone of the Person in the Settlement Class seeking exclusion; (iv) be physically signed by the Person(s) seeking exclusion; and (v) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Willis v. iHeartMedia, Inc.*, Case No. 16 CH 02455 (Cir. Ct. Cook Cnty., Ill.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the Persons serving such a request shall be deemed to remain

Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. CLAIMS PROCESS AND SETTLEMENT ADMINISTRATION

5.1 Submission of Claims.

a. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator may reject any Claim Forms that are incomplete, inaccurate, or not timely received.

b. Requests for Claim Forms. Any Settlement Class Member unable or unwilling to complete an online Claim Form or download a Claim Form from the Settlement Website may call a toll-free number to be established by the Settlement Administrator, or write to the Settlement Administrator, to request a hardcopy Claim Form. In order to be sent a hardcopy Claim Form, the Settlement Class Member must provide his, her or its name and mailing address.

5.2 **Review of Claim Forms.** The Settlement Administrator may reject a Claim Form, or any part of a claim for a payment reflected therein, where the Person submitting the Claim Form does not appear on the Postcard Notice List. In addition, the Settlement

Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to comply with the instructions thereon or the terms of this Agreement, after giving the claimant a reasonable opportunity to provide any requested missing information. In no event shall any Settlement Class Member have more than fourteen (14) days after being noticed by the Settlement Administrator of any question or deficiency in the submitted Claim Form to answer such question or cure such deficiency.

5.3 Settlement Administrator's Duties.

a. Cost-Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost-effective and timely manner.

b. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided in Section 4 of this Agreement.

c. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator shall:

- i. Receive requests for exclusion from Persons in the Settlement

Class and provide to Class Counsel and Defendant's Counsel a copy thereof within five (5) days of the deadline for submission of the same. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

- ii. Provide weekly or other periodic reports to Class Counsel and

Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator.

- iii. Make available for inspection by Class Counsel and Defendant's

Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

- iv. Cooperate with any audit by Class Counsel or Defendant's

Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness and compliance with the terms and conditions of this Agreement.

- d. Creation of Settlement Website. The Settlement Administrator shall create

the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including but not limited to a copy of the Settlement Class Notice, the Claim Form, this Agreement, the preliminary approval order entered by the Court, and the operative complaint in the Action. The Settlement Website shall also include a toll-free

telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

e. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

f. Timing of Settlement Payments. The Settlement Administrator shall make all settlement payments contemplated in Section 2 of this Agreement by check and mail them to Settlement Class Members within sixty (60) days after the Effective Date.

5.4 **Payment of Notice and Settlement Administration Expenses.** All Notice and Settlement Administration Expenses shall be paid from the Settlement Fund.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

6.1 **Preliminary Approval Order.** Promptly after execution of this Agreement, Class Counsel shall submit this Agreement to the Court and shall move the Court to enter a preliminary approval order, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiffs Willis and Shvarts as Class Representatives of the Settlement Class;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under 735 ILCS 5/2-801, *et seq.* for settlement purposes only and without prejudice to Defendant's right to contest class certification if this Agreement is not approved;
- d. Preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its

dissemination to members of the Settlement Class; and

f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive awards to the Class Representatives, and to consider whether the Court shall issue a Final Judgment approving this Agreement, granting Class Counsel's application for the Fee Award and the incentive awards to the Class Representatives, and dismissing the Illinois Action with prejudice.

6.2 Final Approval Order. After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

b. approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions; and declare the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties;

c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice

that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;

d. find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

e. dismiss the Illinois Action on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

f. incorporate the Release set forth above, make the Release effective as of the date of the Final Judgment, and forever discharge the Released Parties as set forth herein;

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) that (1) shall be consistent in all material respects with the Final Judgment, and (2) do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Judgment for purposes of appeal,

retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

6.3 Cooperation. The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Agreement.

6.4 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Defendant stipulate to the certification of the Settlement Class, which is contingent upon the Court's final approval of this Settlement and the occurrence of the Effective Date. Should the Settlement not receive final approval from the Court or the Effective Date not occur, the certification of the Settlement Class shall be void.

7. TERMINATION OF THE AGREEMENT

7.1. The Class Representatives, on behalf of the Settlement Class Members, and Defendant, shall have the right to terminate this Agreement by providing written notice of his, her or its election to do so ("Termination Notice") to all other Parties hereto pursuant to Section 11 of this Agreement or within forty-five (45) days of: (i) the Court's refusal to grant Preliminary Approval of the Agreement in any material respect, (ii) the Court's refusal to enter the Final Judgment in any material respect, and (iii) the date upon which the Final Judgment is modified or reversed in any material respect by any appellate or other court.

8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

8.1. **Incentive Award.** In addition to any settlement payments under the Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval, Defendant agrees Class Representatives shall be entitled to a collective incentive award in the amount of five thousand dollars (\$5,000.00) (the "Incentive Award"). Defendant shall not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the Class Representatives if limited to this amount. Class Counsel has, in turn, agreed to seek no more than this amount from the Court as the Incentive Award for the Class Representatives. The Settlement Administrator shall disburse (by wire) from the Settlement Fund to Class Counsel at Edelson PC, the Incentive Award approved by the Court within fourteen (14) days after the Effective Date. Payment of the Incentive Award shall be made via wire transfer to an account designated by Class Counsel at Edelson PC after providing necessary information for electronic transfer.

8.2. **The Fee Award.** Defendant has agreed that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs in an amount to be determined by the Court and paid from the Settlement Fund. Class Counsel has agreed to limit their request for attorneys' fees and costs to no more than three million four hundred thousand dollars (\$3,400,000.00).

8.3. The Fee Award shall be paid, in an amount to be determined by the Court, from the Settlement Fund within fourteen (14) days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to an account designated by Class Counsel at Edelson PC after providing necessary information for electronic transfer.

9. REPRESENTATIONS AND WARRANTIES

9.1. Each signatory to this Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10. NO ADMISSION OF WRONGDOING

10.1. This Agreement, whether or not consummated, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

a. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;

b. Shall not be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

c. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the

consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial.

11. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1 If the Effective Date does not occur for any reason, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated then this Agreement shall be canceled and terminated subject to Section 11.2 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Agreement. Notwithstanding anything in this Agreement, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees or incentive award sought by Class Counsel shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

11.2 If this Agreement is terminated or fails to become effective for any reason, the Parties and the Settlement Class Members shall be restored to their respective positions in the Illinois Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order, including but not limited to certifying any class for settlement purposes, entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties and the Settlement Class Members shall be returned to the *status quo ante* with respect to the Illinois Action as if they had never entered into this Agreement.

12. MISCELLANEOUS PROVISIONS

12.1 **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed

by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

12.2 **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, applied without regard to laws applicable to choice of law.

12.3 **Execution by Counterparts.** This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures, electronic signatures, or signatures sent via e-mail shall be treated as original signatures and shall be binding.

12.4 **Jurisdiction of the Court.** The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Illinois Action, the Parties, the Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

12.5 **Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required by this Agreement, except requests for exclusion and objections, shall be made in writing and communicated by mail and e-mail to the following addresses:

If to Class Counsel:

Benjamin H. Richman
brichman@edelson.com
EDELSON PC
350 North LaSalle, Suite 1300
Chicago, Illinois 60654

If to Defendant's Counsel:

David Eisen
david.eisen@wilsonelser.com
WILSON ELSER LLP
555 South Flower St. Suite 2900
Los Angeles, California 90071

12.6 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors and legal representatives of each of the Parties hereto.

12.6 **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

12.7 **Severability.** The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

12.8 **Integration of Exhibits.** The exhibits to this Agreement are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

12.9 **Recitals.** The recitals contained in this Agreement are incorporated into this Agreement and are made a part hereof.

12.10 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.11 **Exclusive Remedy.** This Agreement shall be the sole and exclusive remedy of Settlement Class Members against any of the Released Parties relating to any and all Released Claims. None of the Released Parties shall be subject to liability or expense of any kind to any Settlement Class Member who has not timely filed a valid request for exclusion with respect to any Released Claim. Upon the entry of the Final Judgment, each and every Settlement Class Member shall be permanently barred and enjoined from initiating, asserting and/or prosecuting

any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated: 4/08/2016

NICHOLAS WILLIS

By (signature):

Nicholas Willis

Name (printed): Nicholas Willis

Title: _____

Dated: 4/12/16

BETH SHVARTS

By (signature):

Beth Shvarts

Name (printed): Beth Shvarts

Title: _____

Dated: 4/11/16

GLAPION LAW FIRM, LLC

By (signature):

Jeremy Glapion

Name (printed): Jeremy Glapion

Title: Partner

Dated: 4/12/16

MARCUS & ZELMAN

By (signature):

Ari Marcus

Name (printed): Ari Marcus

Title: Partner

Dated: 4.11.16

EDELSON PC

By (signature):

Benjamin H. Richman

Name (printed): Benjamin H. Richman

Title: Managing Partner (CHI)

IHEARTMEDIA, INC.

Dated: 4-6-16

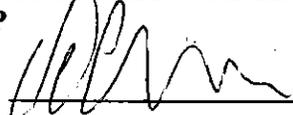
By (signature): 

Name (printed): Robert H. Walls, Jr.

Title: Executive Vice President
& General Counsel

**WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP**

Dated: 4/12/16

By (signature): 

Name (printed): David S. Eisen

Title: Partner

EXHIBIT A

CLAIM FORM

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [28 days after the Final Approval Hearing]. THE CLAIM FORM MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Name: _____
(First) (Last)

Address: _____
(Street)

(City) (State) (Zip Code)

Cell Phone Number: (_____) _____ - _____
(The number that received the text message to be checked against a list of numbers to which the text messages at issue were sent.)

Email Address: _____

Would you like your phone number removed from any database of phone numbers to which text messages could be sent from or on behalf of iHeartMedia? Yes No

By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class as defined in the Class Notice and that the following statements are true (each box must be checked to receive a payment):

- I received an Advertising Text Message transmitted from or on behalf of iHeartMedia.
- Prior to receiving this text message, I did not provide iHeartMedia express consent to send me any text messages.
- Under penalty of perjury, all information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Your claim will be submitted to the Settlement Administrator for review. If your claim is accepted, you will be mailed a check for a *pro rata* share of funds available to Settlement Class Members. This process takes time. Please be patient.

EXHIBIT B

LEGAL NOTICE

Willis v. iHeartMedia, Inc., Case No. 2016 CH 02455

If you received a text message on your cell phone from iHeartMedia or one of its radio stations promoting goods or services, a class action settlement may affect your rights.

An Illinois State Court authorized this notice.
You are not being sued.
This is not a solicitation from a lawyer.

See reverse for details.
For complete information, visit
www.radiotextmessagesettlement.com
or call [toll-free number].

Willis v. iHeartMedia
Text Message Settlement
[admin address]

First-Class
Mail
US Postage
Paid
Permit # __

<<BARCODE>>

Postal Service: Please do not mark barcode.

<<FIRST>><<LAST>>

<<CO>>

<<ADDR1>><<ADDR2>>

<<CITY>><<ST>><<ZIP>>

<<COUNTRY>>

A settlement has been reached in a class action lawsuit against **iHeartMedia, Inc.** (“iHeartMedia”). The lawsuit alleges that iHeartMedia (or one of its radio stations) violated a federal law called the Telephone Consumer Protection Act by sending unsolicited text messages to its listeners’ cell phones that advertised the quality or availability of goods and services. iHeartMedia denies any wrongdoing and maintains that the Advertising Text Messages were lawful and made with the recipients’ consent. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation. The lawsuit is called *Willis v. iHeartMedia, Inc.*, Case No. 2016 CH 02455, and is in the Circuit Court of Cook County, Illinois.

How do I know if I am a Class Member? The Settlement Class includes all persons in the United States to whom iHeartMedia sent (or had sent on its behalf) text messages advertising good and services. You may be entitled to payment under the settlement if you affirm that you did not consent to receive the Advertising Text Messages. Our records indicate that you may have received a text message covered by the settlement.

What can I get out of the settlement? If you’re eligible and the Court approves the settlement, you could receive a cash payment. Settlement Class Members will receive equal shares of an \$8.5 million Settlement Fund that iHeartMedia has agreed to create, after the payment of expenses and fees. The settlement also requires that iHeartMedia no longer send the Advertising Text Messages at issue without first obtaining the recipients’ consent.

How do I get my payment? Just complete and verify a short and simple Claim Form available on the reverse side of this postcard or at www.radiotextmessagesettlement.com. **All Claim Forms must be received by [28 days after the Final Approval Hearing].**

What are my options? You can do nothing, submit a Claim Form, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing or submit a Claim Form, you won’t be able to sue iHeartMedia in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue iHeartMedia on the issues the settlement concerns. You must contact the settlement administrator by mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. **All Requests for Exclusion and Objections must be received by [objection/exclusion deadline].**

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firm Edelson PC as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the Settlement Fund. You can hire your own lawyer, but you’ll need to pay your own legal fees. The Court has also chosen Nicholas Willis and Beth Shvarts—two class members like you—to represent the Settlement Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable David B. Atkins in Courtroom 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to \$3,400,000 and an incentive award of \$5,000 which will be posted on the settlement website.

Visit www.radiotextmessagesettlement.com for complete information.

EXHIBIT C

**If you received a text message
from iHeartMedia or one of its
radio stations promoting goods
or services, *you may be entitled to
money from a class action
settlement.***

For more information,
click here or visit
www.radiotextmessagesettlement.com

iHeartMedia Text Message Settlement
www.radiotextmessagesettlement.com

Received a text message from iHeartMedia
(or one of its radio stations) that advertised
goods or services? You may be entitled to
money from a class action settlement.

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Willis v. iHeartMedia, Inc., Case No. 2016 CH 02455 (Cir. Ct. Cook Cnty., Ill.)

If You Received a Text Message on Your Cell Phone from iHeartMedia (or One of its Radio Stations) Advertising Goods or Services, a Class Action Settlement May Affect Your Rights.

*An Illinois State Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit against iHeartMedia, Inc. (“Defendant” or “iHeartMedia”). The suit concerns whether iHeartMedia (or its radio stations) violated a federal law called the Telephone Consumer Protection Act by sending unsolicited text messages to the cell phones of its listeners advertising its marketing partners’ goods and services (“Advertising Text Messages”). iHeartMedia denies any wrongdoing and maintains that the Advertising Text Messages were made with consumers’ consent and were authorized by law. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- You are included in the Settlement if you received an Advertising Text Message on your cell phone from iHeartMedia (or one of its radio stations) between October 16, 2013 and [the date of preliminary approval]. You may be entitled to a cash payment if you affirm that you received such a text message without providing your consent.
- Those who submit valid claims will be eligible to receive an equal, or *pro rata*, share of an \$8.5 million settlement fund that iHeartMedia has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the incentive award, and attorneys’ fees have been paid. iHeartMedia has also agreed to implement procedures to ensure that it has the appropriate consent to send text messages in the future.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue Defendant about the issues in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will receive no payment under the Settlement and give up your rights to sue the Defendant about the issues in this case.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT WWW.RADIOTEXTMESSAGESETTLEMENT.COM

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed Settlement with the Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge David B. Atkins of the Circuit Court of Cook County, Illinois, is overseeing this class action. The case is called *Willis v. iHeartMedia, Inc.*, Case No. 2016 CH 02455 (Cir. Ct. Cook Cnty., Ill.). The people who filed the lawsuit, Nicholas Willis and Beth Shvarts, are the Plaintiffs. The company they sued, iHeartMedia, is the Defendant. You need not live in Illinois to get a payment under the Settlement.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Nicholas Willis and Beth Shvarts—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit alleges that iHeartMedia (or its radio stations) sent text messages advertising the goods and services of iHeartMedia’s marketing partners. Plaintiffs allege that these text messages were often sent in response to a song request or contest entry for its radio stations, and that they violated a federal law called the Telephone Consumer Protection Act, 47 U.S.C. § 227, because consumers did not agree to receive the text messages.

iHeartMedia denies Plaintiffs’ claims of wrongdoing and contends that it acted with consumers’ consent. No court has decided who is right. The parties are instead entering into the Settlement to avoid time-consuming and expensive litigation. The Settlement is not an admission of wrongdoing by iHeartMedia. More information about the complaint in the lawsuit and the Defendant’s answer can be found in the “Court Documents” section of the settlement website at www.radiotextmessagesettlement.com.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to the Settlement. That way, they can avoid the uncertainty and expense of ongoing litigation, and Class Members will get compensation now rather than years from now—if ever. The

Plaintiffs and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Class Members.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that this Settlement includes a Class of “all Persons in the United States to whom Defendant iHeartMedia, Inc. sent (or had sent on its behalf) an Advertising Text Message to his or her cellular telephone from October 16, 2013 through [the date of Preliminary Approval].” An “Advertising Text Message” is any text message that contains material advertising the commercial availability or quality of any property, goods, or services.

6. What are the allegedly unconsented text messages about?

The text messages covered by this Settlement were text messages sent by iHeartMedia (or on its behalf) advertising the commercial availability or quality of any property, goods or services. The text messages were often sent in response to a consumer’s text-message song request to or contest entry for a radio station.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Cash Payments to Class Members: iHeartMedia has agreed to create an \$8.5 million Settlement Fund, from which Class Members who submit valid claims will receive cash payments. To get a payment, Class Members must submit a valid claim before [claims deadline]. The amount Class Members will receive will depend on the total number of valid claims received. If the number of valid claims is low, then the amount of individual payments will go up. But if the number of valid claims is high, then the amount of individual payments will go down.

Change in iHeartMedia’s Practices: As part of the Settlement, iHeartMedia has agreed that it will maintain procedures to obtain recipients’ prior express written consent to receive text messages on their cell phones if it performs text message advertising in the future.

HOW TO GET BENEFITS

8. How do I make a claim?

If you are a Class Member and you want to get settlement benefits, you must complete and submit a valid Claim Form by [claims deadline]. An online claim form is available on this website and can be filled out and submitted online. If you received a postcard in the mail about the Settlement, the postcard will tell you how to submit a claim form. You can also get a paper claim form by calling [toll-free number]. We encourage you to submit a claim online. It’s faster, and it’s free.

The Claim Form requires you to provide the following information: (1) your name, address, and email address, (2) the cellular telephone number at which you received the Advertising Text Messages, and (3) a sworn statement that you received the text messages without first providing your consent.

9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, eligible Class Members whose claims were approved by the Settlement Administrator will be sent a check. Please be patient. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers Rafey S. Balabanian and Benjamin H. Richman of Edelson PC, Jeremy M. Glapion of the Glapion Law Firm, and Ari Marcus of Marcus & Zelman, as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” In addition, the Court appointed Plaintiffs Nicholas Willis and Beth Shvarts to serve as the Class Representatives. They are Class Members like you. Class Counsel can be reached by calling 1-866-354-3015.

11. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses of up to \$3,400,000.00 and will also request a collective incentive award of \$5,000.00 for the Class Representatives. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any award to the Class Representatives. The Court may award less than the amounts requested. Any money not awarded will stay in the Settlement Fund to pay Class Members.

YOUR RIGHTS AND OPTIONS

13. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement, you will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. Unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims or legal issues being resolved by this Settlement.

14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement and you will no longer be a member of the Class. You will keep your right to start your own lawsuit against Defendant for the same legal claims made in this lawsuit. You will not be legally bound by the Court’s judgments related to the Class and the Defendant in this class action.

15. How do I ask to be excluded?

You can send a letter stating that you want to be excluded from the Settlement in *Willis v. iHeartMedia, Inc.*, Case No. 16 CH 02455 (Cir. Ct. Cook Cnty, Ill.). Your letter must also include your (1) name and address, (2) the cellular telephone number at which you received the Advertising Text Messages, (3) a statement that you wish to be excluded from the Class, and (4) your signature. You must mail your exclusion request no later than **[objection / exclusion deadline]** to:

Willis v. iHeartMedia Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

You can't exclude yourself on the phone or by email.

16. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

18. How do I object to the Settlement?

If you do not exclude yourself from the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Willis v. iHeartMedia, Inc.*, Case No. 16 CH 02455 (Cir. Ct. Cook Cnty, Ill.), no later than **[objection / exclusion deadline]**. Your objection should be sent to the Circuit Court of Cook County at the following address:

Clerk of the Circuit Court of Cook County - Chancery Division
Richard J. Daley Center, 8th Floor
50 West Washington Street
Chicago, Illinois 60602

The objection must be in writing, must be personally signed, and must include the following information: (1) your full name and current address, (2) the cellular telephone number on which you believe you received the text messages at issue, (3) a statement that you believe you are a Class Member, (4) the specific grounds for your objection, (5) all documents or writings that you desire the Court to consider, (6) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (7) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court.

In addition to filing your objection with the Court, you must send copies of your objection and any supporting documents to both Class Counsel and the Defendant's lawyers at the addresses listed below:

Class Counsel	Defense Counsel
Benjamin H. Richman EDELSON PC 350 North LaSalle Street 13th Floor Chicago, IL 60654	David Eisen WILSON ELSER LLP 555 South Flower St. Suite 2900 Los Angeles, California 90071

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive award on [date 2 weeks before objection / exclusion deadline].

19. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [time] on [date] before the Honorable David B. Atkins in Courtroom 2102 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representatives.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.radiotextmessagesettlement.com.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

23. Where do I get more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.radiotextmessagesettlement.com, contact Class Counsel at 1-866-354-3015, or visit the office of the Clerk of the Circuit Court of Cook County – Chancery Division, Richard J. Daley Center, 8th Floor, 50 West Washington Street, Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

EXHIBIT E

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

NICHOLAS WILLIS and BETH SHVARTS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

IHEARTMEDIA, INC., a Delaware
corporation,

Defendant.

Case No. 16 CH 02455

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiffs Nicholas Willis and Beth Shvarts (together, "Plaintiffs") and Defendant iHeartMedia, Inc. ("iHeartMedia" or "Defendant"), as set forth in the Stipulation of Class Action Settlement between Plaintiffs and Defendant (the "Settlement Agreement"), and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the

class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is good cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case and was reached with the assistance of the Honorable Wayne R. Andersen (ret.) of JAMS, and (iii) the settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class, consisting of: "all Persons in the United States to whom Defendant iHeartMedia, Inc. sent (or had sent on its behalf) an Advertising Text Message to his or her cellular telephone from October 16, 2013 through the date of this Order." An "Advertising Text Message" is any text message that contains material advertising the commercial availability or quality of any property, goods, or services. Excluded from the Settlement Class are: (1) the Judges presiding over the Actions and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) all Persons whose claims against the Defendant have been fully and finally adjudicated and/or released; and (5) the legal representatives, successors or assigns of any such excluded Persons.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Nicholas Willis and Beth Shvarts as Class Representatives.

6. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Rafey S. Balabanian
Benjamin H. Richman
EDELSON PC (Firm ID: 44146)
350 North LaSalle St, 13th Floor
Chicago, Illinois 60654

Jeremy M. Glapion
THE GLAPION LAW FIRM
1704 Maxwell Drive
Suite 102
Wall, New Jersey 07719

Ari H. Marcus
MARCUS & ZELMAN, LLC
1500 Allaire Avenue
Suite 101
Ocean, New Jersey 07712

7. On [date] at [time], or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement, and to determine whether: (a) final approval of the Settlement Agreement should be granted and (b) Class Counsel’s application for attorney’s fees and expenses, and an incentive award to the Class Representative should be granted. No later than [date], Plaintiffs must file their papers in support of Class Counsel’s application for attorneys’ fees and expenses, and no later than [date], Plaintiffs must file their papers in support of final approval of the Settlement Agreement and in response to any objections.

8. Pursuant to the Settlement Agreement, Kurtzman Carson Consultants (“KCC”), is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

9. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes direct Notice via U.S. Mail to the Postcard Notice List, the implementation of an online media campaign, and the creation of the Settlement Website, as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all Persons entitled thereto. The Court hereby directs the Parties and Settlement Administrator to

complete all aspects of the notice plan no later than [date] (i.e., thirty-five (35) days after the entry of this Order).

10. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline of [date] (i.e., 45 days after Notice is disseminated). To be valid, any request for exclusion must be sent to the Settlement Administrator and postmarked on or before the Objection/Exclusion deadline. The request for exclusion must be personally signed by the Settlement Class Member seeking to be excluded from the Settlement Class, and include the Person's name, address, and telephone number, the caption for the Action (i.e., *Willis, et al. v. iHeartMedia, Inc.*, Case No. 16 CH 02455 (Cir. Ct. Cook Cnty., Ill.)), and a statement that he or she wishes to be excluded from the Settlement Class. A request to be excluded that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Persons serving such a request shall be deemed to remain members of the Settlement Class and shall be bound as Settlement Class Members by this Settlement Agreement, if approved.

11. Any member of the Settlement Class may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense; provided, however, that all comments and objections must (i) be filed with the Clerk of the Court, and (ii) be postmarked or delivered to Class Counsel and Defendant's counsel as described in the Notice, no later than the Objection/Exclusion Deadline. Any member of the Settlement Class who intends to object to this Settlement Agreement must include in his or her written objection: (1) the Settlement Class Member's full name and current address, (2) the cellular telephone number the Settlement Class

Member believes received the text message at issue, (3) a statement that he or she believes himself or herself to be a member of the Settlement Class, (4) the specific grounds for the objection, (5) all documents or writings that the Settlement Class Member desires the Court to consider, (6) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (7) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

12. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

13. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any

liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

14. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

IT IS SO ORDERED.

ENTERED: _____

HONORABLE DAVID B. ATKINS