

COURT-ORDERED NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU ARE A CURRENT OR FORMER CUSTOMER OF CABLE TV OF EAST ALABAMA (“CTVEA”) WHO SUBSCRIBED TO CTVEA FOR DIGITAL CABLE VIDEO AT ANY TIME BETWEEN AUGUST 10, 2010 AND THE PRESENT, PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

The United States District Court for the Middle District of Alabama, Eastern Division (the “Court”), authorized this Notice.

A proposed class settlement involving CTVEA (the “Settlement”), if finally approved by the Court, will provide account credits to current digital cable video service customers of CTVEA and cash payments to former digital cable video service customers who fit within the definition of the Settlement Class (see below). PLEASE READ THIS ENTIRE NOTICE, AS YOUR RIGHTS MAY BE AFFECTED.

A Settlement has been preliminarily approved in the lawsuit *Foley v. Greene Communications, Inc., et al.*, Civil Action No. 3:14-cv-877-GMB, in which the Plaintiff alleges that Defendant CTVEA engaged in a practice of requiring Premium Cable subscribers to lease one of its set-top boxes, and that this constitutes an unlawful tying arrangement that violates Section 1 of the Sherman Antitrust Act. CTVEA denies all allegations. For more information about the claims in the case, please go to www.ealsettopsettlement.com or call 1-866-742-4955.

Am I a Class Member? The certified Settlement Class consists of all persons in the United States who subscribed to CTVEA for residential digital cable and paid CTVEA a monthly rental fee for an accompanying set-top box, not including a digital television adapter (“DTA”) that converts analog to digital, during the period August 10, 2010 through the Effective Date of the Settlement (which will be after the Court grants final approval and any appeals are resolved in favor of the Settlement), subject to certain exclusions to the Settlement Class set forth at www.ealsettopsettlement.com.

What Are My Options? You may do one of several things if you are a Settlement Class Member, as set forth below:

REMAIN A MEMBER OF THE SETTLEMENT CLASS AND RECEIVE AN ACCOUNT CREDIT OF \$30 IF YOU ARE A CURRENT CUSTOMER OF CTVEA, OR RECEIVE A CASH PAYMENT OF \$20 IF YOU ARE A FORMER CUSTOMER OF CTVEA.	If you are a current customer of CTVEA in good standing , you will receive a \$30 account credit for services not currently subscribed to. You will have to elect the services to which the credit should be applied by submitting an Election Form to CTVEA via the online portal at www.ealsettopsettlement.com no later than September 27, 2016. See www.ealsettopsettlement.com for more details. If you are a former customer of CTVEA in good standing , you will have to submit a claim form to receive your cash payment of \$20 from CTVEA. You can obtain a claim form at www.ealsettopsettlement.com , or by calling 1-866-742-4955. Your Claim Form must be postmarked by September 27, 2016. You will be issued your account credit or, if you are a former customer and file a claim, your check, if and when the Court grants final approval of the Settlement, and any appeals are resolved in favor of the Settlement. The process for final approval and allocation and distribution of funds takes time; please be patient.
ASK TO BE EXCLUDED (“OPT OUT”)	Get no credit or payment. If you opt out, you may retain your own lawyer at your own expense and pursue your own claims against CTVEA. You must submit a request to be excluded postmarked no later than July 29, 2016. See below for instructions on how to opt out of the Settlement.
OBJECT TO THE SETTLEMENT	If you do not agree with the Settlement , you can file with the Court an objection explaining why you do not agree with the Settlement. You must submit your written objection postmarked no later than July 29, 2016. See below for instructions on how to object to the Settlement.
GO TO THE FINAL FAIRNESS HEARING	If you file an objection to the Settlement , you can attend and request to be heard at the Final Fairness Hearing, either personally or through an attorney (whom you may retain at your own expense), at which time the Court will make a final decision as to whether the proposed Settlement is fair to all members of the Settlement Class. You must file a request to appear at the Final Fairness Hearing no later than July 29, 2016. See below for instructions on how to file a request to appear at the Final Fairness Hearing, which will be held on August 30, 2016 at 10 a.m.

- These rights and options – and the deadlines to exercise them – are explained in this Notice and in the proposed Settlement Agreement.
- The proposed Settlement will resolve all claims against the Defendants in the litigation as explained in the proposed Settlement Agreement. The Court hearing this case still has to decide whether to approve the proposed Settlement. Payments and credits will only be issued if the Court finally approves the Settlement and any appeals are resolved in favor of the proposed Settlement. Please be patient.

BASIC INFORMATION

I. WHY YOU SHOULD READ THIS NOTICE

This Notice is to inform you of a proposed Settlement of all claims in the putative class action *Foley v. Greene Communications, Inc., et al.*, Civil Action No. 3:14-cv-877-GMB, in which the Plaintiff alleges that Defendants Greene Communications, Inc., Magnolia Greene, Inc., and R.M. Greene, Inc. d/b/a Cable TV of East Alabama (“CTVEA”) (collectively “Defendants”) engaged in a practice of requiring residential Premium Cable subscribers to lease one of its set-top boxes, and that this constitutes an unlawful tying arrangement that violates Section 1 of the Sherman Antitrust Act. Defendants deny all allegations.

If you fit into the class definition above, you are deemed to be part of the Class (a “Class Member”).

If you are a Class Member and a current customer of CTVEA in good standing, and you do not opt out of the Settlement, you will obtain an account credit of \$30, which can be applied toward additional programming or services from CTVEA as set forth [here](#), if the Settlement is finally approved by the Court and any appeals are resolved in favor of the Settlement. Your claims against CTVEA will be released as set forth [here](#). You will have to elect the services you wish to apply the credit to by submitting an Election Form [here](#) by September 27, 2016. For current customers, the phrase "good standing" means that you do not owe CTVEA any payment for services that is more than 45 days past due on the date you submit your claim.

If you are a Class Member and a former customer of CTVEA in good standing, and you do not opt out of the Settlement **and file a claim using [the Claim Form available here](#)**, you will receive a payment of \$20 if the Settlement is finally approved by the Court and any appeals are resolved in favor of the Settlement. Your claims against CTVEA will be released as set forth [here](#). For former customers, the phrase "good standing" means that you do not owe CTVEA any outstanding balance in relation to charges for your former account(s) with CTVEA on the date that you submit your claim.

If you are a former or current customer of CTVEA and you opt out of the Settlement, you will not obtain any cash payment and will have to retain your own attorney if you wish to pursue your own claims against CTVEA. Instructions on how to opt out of the Settlement are available [here](#).

BECAUSE YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT, YOU SHOULD READ THIS NOTICE CAREFULLY.

II. WHAT THE LAWSUIT IS ABOUT, AND THE HISTORY OF THE ACTION

A. The Claims Brought by Plaintiff

The Action was filed on August 15, 2014, in the United States District Court for the Middle District of Alabama by Plaintiff J. Michael Foley, a subscriber to CTVEA’s digital cable services. The First Amended Class Action Complaint was filed on July 22, 2015 (the “Complaint”).

Between 2010 and June 2015, Plaintiff J. Michael Foley was a subscriber to cable television services provided by CTVEA, and purchased digital cable and paid fees for the rental of CTVEA equipment. The Complaint alleged that CTVEA requires residential Premium Cable subscribers such as Mr. Foley to lease one of its set-top boxes as a condition for receiving the full value of the services for which they pay. Plaintiff alleged that CTVEA possesses market power in Premium Cable services that allows it to impose a penalty on subscribers who break the tie (*i.e.*, elect not to lease a set-top box) and to require subscribers to lease set-top boxes from CTVEA in order to avoid the penalty. Plaintiff contended that CTVEA’s conduct constitutes an unlawful tying arrangement that violates Section 1 of the Sherman Antitrust Act. CTVEA and all Defendants denied all allegations. **A copy of the Complaint is available [here](#).**

B. Pre-Trial Proceedings and Negotiations

After the Amended Complaint was filed, Defendants filed their Answer to the First Amended Complaint on July 20, 2015.

Although the parties have engaged in limited discovery, counsel for the Parties have engaged in extensive, contested arm's-length negotiations and are familiar with the relative strengths and weaknesses of their respective positions, the factual underpinnings of the claims and defenses herein, and the measure of the evidence supporting those claims and defenses. There are no obvious issues that require further discovery to allow for an informed settlement. The parties have recognized each other's positions regarding disputed points of law, and have entered into the Settlement based upon an appreciation of the risks of continued litigation.

C. Reasons for Settlement

The Parties have entered into this proposed Settlement with an understanding of the strengths and weaknesses of Plaintiff's claims and Defendants' defenses. This understanding is based on: (1) the experience of counsel in similar litigation; (2) the Parties' research and investigation of the claims; (3) the Parties' respective evaluations of the likelihood of Plaintiff's prevailing at class certification; (4) the Parties' respective evaluations of the likelihood that Plaintiff would prevail at trial; (5) the range of possible recovery; and (6) the duration of litigation necessary to prosecute this action through trial, post-trial motions, and likely appeals, and the significant uncertainties in predicting the outcome of this complex litigation. Having undertaken this analysis, the Parties have concluded that the Settlement is indeed fair, reasonable, and adequate and should be presented to the Court for approval.

III. WHO IS IN THE CLASS?

The Court has certified a Settlement Class defined as follows:

- All persons in the United States who subscribed to CTVEA for residential digital cable and paid CTVEA a monthly rental fee for an accompanying set-top box, excluding a digital television adapter ("DTA") that converts analog to digital video, during the period August 10, 2010 through the effective date of the Settlement.

Excluded from the Settlement Class are the following:

- CTVEA subscribers with courtesy accounts who receive basic cable video services for free on a monthly basis;
- Counsel for Plaintiff;
- CTVEA officers, directors and/or employees, any entity in which CTVEA has a controlling interest, and the affiliates, legal representatives, attorneys, heirs or assigns of CTVEA;
- Any federal, state or local governmental agency; and
- The Court and the Court's immediate family members and staff.

The Court has appointed the Plaintiff, J. Michael Foley, to act as Class Representative. The Court has also appointed the Plaintiff's lawyers, the law firm of Whatley Kallas, LLP, as designated counsel for the Class ("Class Counsel").

IV. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

A. The Relief to the Settlement Class

In summary, the Settlement Agreement provides for the following consideration to the Settlement Class:

1. CTVEA will make clear disclosures on its website and in its annual customer notices stating that, for at least the term of this agreement, any CTVEA subscriber may purchase a certified set-top box from a third party retailer, and CTVEA will allow such boxes to receive the full suite of CTVEA services to which the customer subscribes to the extent that the device is certified for and technically capable of doing so. CTVEA will allow such set-top boxes purchased at retail to be used on its system in order to facilitate competition in the set-top box market.

2. In addition to any other discounts and rebates of any kind, current subscribers who are in good financial standing and who make their election of service by September 27, 2016 will receive a credit to their account of \$30.00, which can be applied toward additional programming or services.
3. Former customers in good financial standing will be able to receive, on a claims-made basis, a cash payment of \$20. Claims will require the customer's service address, name as it appeared on the account, and approximate dates of service.
4. While not assuming liability for the availability, design, or performance of third-party equipment or associated software, CTVEA will cooperate with interested manufacturers of certified set-top boxes to provide reasonable technical information needed to permit those third-party set-top boxes to operate on its system. CTVEA will have no obligation to support or facilitate the use of any set-top box that is stolen, has been misappropriated from CTVEA or any other cable operator, is not certified, or is otherwise not legitimate or is not technically compatible with CTVEA's system. Furthermore, for so long as the technology is commercially reasonably available, CTVEA will continue to offer CableCARDS to Customers to support certified 3rd party set-top boxes.
5. CTVEA will provide notice of the above provisions to the public and to set-top box manufacturers via its website. CTVEA will provide access to the OCAP standard to any interested party, which standard currently allows third-party equipment to work on CTVEA's systems when paired with a CTVEA CableCARD. CTVEA will allow subscribers who bring their own certified third-party equipment to self-install a CTVEA CableCARD free of any CableCARD installation charges.

Note: This is just a *summary* of the terms of the Settlement. For more information, please see **the Settlement Agreement, available here.**

B. The Releases and Dismissal with Prejudice

In exchange for the consideration for Class Members set forth in the Settlement Agreement, and provided the Settlement is given final approval by the Court and any appeals are resolved in favor of the proposed Settlement, the Action will be dismissed with prejudice. The Court will enter a judgment to this effect that will bind all Class Members. If this occurs, Class Members will release their claims against Defendants as follows:

Upon the Effective Date of the Settlement (after the Settlement has been finally approved and any appeals have been resolved in favor of the Settlement), Class Members shall release the tying claims arising under Section 1 of the Sherman Antitrust Act and analogous state law claims pleaded in the First Amended Class Action Complaint, and any other claims that could have been brought, whether pleaded or not pleaded, based on or arising out of the facts set forth in the First Amended Class Action Complaint.

V. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

As noted above, the Final Fairness Hearing will be held on August 30, 2016, in the Courtroom 2D of the Frank M. Johnson, Jr. United States Courthouse Complex, One Church Street, Montgomery, Alabama. However, the order scheduling that hearing also provides that it may be adjourned by the Court without any additional notice to putative Class Members.

At the Final Fairness Hearing, the Court will consider whether the proposed Settlement of the Action with CTVEA as reflected in the Settlement Agreement is fair, reasonable, and adequate to Class Members, including considering and ruling on any objections to the Settlement that are timely raised.

The Court will also consider an application by Class Counsel for attorneys' fees in the amount of \$155,000, and for an incentive award for the Class Representative in the amount of \$5,000.00.

VI. CAN I PARTICIPATE IN THE FINAL FAIRNESS HEARING?

Any putative Class Member who objects to the proposed Settlement with Defendants, the Settlement Agreement, or the applications for attorneys' fees and expenses may appear at the Final Fairness Hearing and present such objections. If you wish to be represented at the Final Fairness Hearing by a lawyer, you will have to retain one at your own expense. In order to object, you must, on or before July 29, 2016, comply fully with the following requirements:

- You must file with the Court a written statement setting forth your objections to the matters to be considered and the basis for those objections, together with any documentation you want the Court to consider. Your objection must be filed in writing with the Clerk of the Court no later than July 29, 2016 at the following address:

Ms. Debra P. Hackett
Clerk of Court
U.S. District Court
P.O. Box 711
Montgomery, AL 36101-0711

- If you intend to appear at the Final Fairness Hearing to be heard regarding your objection, either personally or through an attorney, you must also file with the Court a written notice of intention to appear at this same time (that is, on or before July 29, 2016).
- On the same date, you must serve all copies of all such materials, either by hand or overnight delivery, upon the following counsel:

W. Tucker Brown
WHATLEY KALLAS, LLP
2001 Park Place North
1000 Park Place Tower
Birmingham, AL 35203
Tel: (205) 488-1200
Fax: (800) 922-4851

Attorneys for Plaintiff J. Michael Foley

Ronald G. Davenport
**RUSHTON, STAKELY, JOHNSTON & GARRETT,
P.C.**
P.O. Box 270
Montgomery, AL 36101-0270
Telephone: 334-206-3100
Fax: 334-262-6277

Adam S. Caldwell
DAVIS WRIGHT TREMAINE LLP
1919 Pennsylvania Ave.
Suite 800
Washington, D.C. 20006-3401
Telephone: 202-973-4200
Fax: 202-973-4499

Attorneys for Defendants

If you do not comply with the foregoing procedures and deadlines for filing and serving a written statement setting forth your objections, and a written notice of your intention to appear at the Final Fairness Hearing, if applicable, you will lose the following rights: the right to contest approval of the proposed Settlement or the application for an award of attorneys' fees and expenses to Class Counsel; the right to appear and be heard at the Final Fairness Hearing; and the right to contest any other orders, awards, or judgments of the Court entered in connection with the proposed Settlement.

You should consult the Court's Preliminary Approval Order for additional information on the requirements for objecting to the proposed Settlement or participating in the Final Fairness Hearing. **A copy of the Preliminary Approval Order is available here.**

If the Court does not finally approve the proposed Settlement, or any appellate court modifies, vacates or reverses approval of the proposed Settlement, the proposed Settlement and the Settlement Agreement will be null and void. If there are further actions taken in the Action that affects your rights, you will receive notice as determined by the Court.

VII. WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not want to participate in the proposed Settlement, then you must send a written request to opt out of the Settlement to the Settlement Administrator, RG/2 Claims Administration LLC, **postmarked NO LATER THAN July 29, 2016**, which opt-out request must include your name, address, telephone number, federal Social Security Number or Tax Identification Number, and original signature. Opt-out requests must be submitted to:

**RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479**

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR COMPLETE AND SIGNED OPT-OUT REQUEST MUST BE POSTMARKED BY NO LATER THAN JULY 29, 2016. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS, AWARDS, AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.

If you choose to opt out of the Settlement, you will not be entitled to receive any payment or account credit. Your claims against CTVEA will not be released and you will be free to pursue any claims you believe you have (consistent with applicable law and rules of procedure) by filing a separate action against CTVEA on your own. You will have to retain your own lawyer to pursue your claims against CTVEA.

VIII. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will remain a Class Member, and if the Settlement is finally approved by the Court and any appeals are resolved in favor of the Settlement, you will be bound by the release and covenant not to sue provisions of the proposed Settlement Agreement described above.

If you are a current customer of CTVEA in good standing and make your election by September 27, 2016, you will automatically receive an account credit as described above, once the Settlement is finally approved by the Court and any appeals are resolved in favor of the Settlement.

If you are a former customer of CTVEA and you do nothing, you will not receive a check for \$20. **FORMER CUSTOMERS WISHING TO RECOVER IN THE SETTLEMENT MUST FILE A CLAIM USING THE CLAIM FORM AVAILABLE HERE.**

IX. FOR MORE INFORMATION

This Notice is a summary and does not fully describe all of the terms of the Settlement. You may review the **Settlement Agreement here**, the **Amended Complaint here**, and the **Preliminary Approval Order here.**

If you have any questions about this Notice, you may contact the Settlement Administrator at:

RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Tel: 866-742-4955
Fax: 215-979-1695

Or you may contact Class Counsel:

W. Tucker Brown
WHATLEY KALLAS, LLP
2001 Park Place North
1000 Park Place Tower
Birmingham, AL 35203
Tel: (205) 488-1200
Fax: (800) 922-4851

You may also view the case file at the courthouse:

Frank M. Johnson, Jr. United States Courthouse
Complex, One Church Street,
Montgomery, Alabama

Dated: March 30, 2016

BY ORDER OF THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF ALABAMA, EASTERN DIVISION