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15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF LOS ANGELES
17

18 PEOPLE OF THE STATE OF CALIFORNIA,

19 Plaintiff,

20 v.

21 VILLAGE VOICE MEDIA, LLC, and
22 NT MEDIA, LLC,

23 Defendants.
24

No. BC 289225

FINAL JUDGMENT
PURSUANT TO
STIPULATION

25 WHEREAS, the People of the State of California (hereinafter, Plaintiff), through its
26 attorneys, BILL LOCKYER, Attorney General of the State of California, by Winston H. Chen,
27 Deputy Attorney General, and STEVE COOLEY, District Attorney for the County of Los Angeles,
28 by Thomas A. Papageorge, Head Deputy District Attorney and Kathleen J. Tuttle, Deputy-in-Charge,

FILED
FEB 18 2003
LOS ANGELES
SUPERIOR COURT

1 Antitrust Section, filed its Complaint on January 27, 2003, alleging that Defendants Village Voice
2 Media and New Times entered into agreements in violation of the Cartwright Act and the Unfair
3 Competition Law, and the Plaintiff and Defendants, by their respective attorneys, have consented
4 to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and
5 without this Final Judgment constituting any evidence against, or any admission by, any party
6 regarding any such issue of fact or law;

7 AND WHEREAS, Village Voice Media and New Times agree to be bound by the
8 provisions of this Final Judgment;

9 AND WHEREAS, one of the essential elements of this Final Judgment is the prompt and
10 certain divestiture of certain rights or assets by Village Voice Media and New Times to restore the
11 loss of competition alleged in the Complaint;

12 AND WHEREAS, Plaintiff requires Village Voice Media and New Times to agree to
13 certain procedures and prohibitions for the purpose of restoring the loss of competition alleged in
14 the Complaint;

15 AND WHEREAS, Plaintiff requires Village Voice Media and New Times to make certain
16 divestitures for the purpose of remedying the loss of competition alleged in the Complaint;

17 AND WHEREAS, Village Voice Media and New Times have represented to Plaintiff that
18 the divestitures required below can and will be made and that they will later raise no claim of
19 hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions
20 contained below;

21 NOW THEREFORE, before any testimony is taken, without trial or adjudication of any
22 issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED AND
23 DECREED:

24 I. JURISDICTION

25 This Court has jurisdiction over the subject matter of and each of the parties to this action.
26 The Complaint states a claim upon which relief may be granted against Village Voice Media and
27 New Times under the Cartwright Act (Bus. & Prof. Code § 16720 et seq.) and the Unfair
28 Competition Law (Bus. & Prof. Code § 17200 et seq.).

II. DEFINITIONS

As used in this Final Judgment:

(A) "Acquirer" or "Acquirers" means the entity or entities to which Defendants divest the Divestiture Assets.

(B) "Alternative Newsweekly" means a publication (such as the *Cleveland Scene* or *LA Weekly*) that possesses more than one of the following attributes: (i) it is published in a geographic area served by one or more daily newspapers to which residents turn as their primary source or sources of printed news; (ii) it is published weekly (or less frequently), and at least 24 times annually; (iii) it is distributed free of charge; (iv) it is not owned by a daily newspaper publishing company; and (v) it is a general interest publication that does not focus exclusively on one specific topic, such as music, entertainment, religion, the environment, or a political party or organization.

(C) "Cleveland Asset Purchase Agreement" means the Asset Purchase Agreement by and among Cleveland Free Times Media, Inc., Cleveland Scene, LLC, Village Voice Media, LLC, and NT Media, LLC, dated October 1, 2002, and any agreements ancillary thereto.

(D) "Divestiture Assets" means the *New Times LA* Assets.

(E) "Federal Action" means the action filed by the United States, entitled *United States of America v. Village Voice Media, LLC and NT Media LLC*, filed on or about the date of filing this action.

(F) "Greater Los Angeles Area" means the counties of Los Angeles, Orange, San Bernardino, Riverside and Ventura in the state of California.

(G) "Los Angeles Asset Purchase Agreement" means the Asset Purchase Agreement among LA Weekly Media, Inc., New Times Los Angeles, LP, Village Voice Media, LLC, and NT Media, LLC, dated October 1, 2002, and any agreements ancillary thereto.

(H) "*LA Weekly* Termination Period" means the period of time beginning October 1, 2002, and ending thirty (30) calendar days after consummation of the divestiture of the *New Times LA* Assets.

(I) "New Times" means Defendant NT Media, LLC, a limited liability company organized and existing under the laws of the State of Delaware with its headquarters in Phoenix,

1 Arizona, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships,
2 and joint ventures, including without limitation Cleveland Scene, LLC and New Times Los Angeles,
3 LP, and their directors, officers, managers, agents and employees.

4 (J) "*New Times LA Assets*" means all assets within the possession, custody or control
5 of New Times and Village Voice Media that were formerly employed in the publication of the *New*
6 *Times LA Alternative Newsweekly* in the Greater Los Angeles Area by New Times before October
7 1, 2002, including, but not limited to:

- 8 (1) subject to the provisions of Section V(J), all rights to the *New Times LA*, *LA*
9 *Reader* and *LA View* names (including any derivations thereof), logos, layout
10 and design, including all legal rights, including intellectual property rights
11 associated with the *New Times LA*, *LA Reader* and *LA View*, including
12 trademarks, trade names, service names, service marks, designs, trade dress,
13 patents, copyrights and all licenses and sublicenses to such intellectual property
14 to the fullest extent sublicensable (provided that, with respect to any rights not
15 legally transferable, New Times shall assist, and neither impede nor hinder, the
16 Acquirer in negotiating with, and obtaining all necessary legal rights from, the
17 third party who controls such rights);
- 18 (2) all computer hardware, software and licensing agreements connected with that
19 software to the fullest extent sublicensable, which are associated primarily with
20 the publication of the *New Times LA*, including all rights to the *New Times LA*
21 website and url (www.newtimesla.com); all information relating to the *New*
22 *Times LA* stored on the computer hardware, including all design templates and
23 databases; New Times shall provide in the original format to the Acquirer (if
24 such format is not readable or usable by commercially available software, then
25 New Times shall provide such data in such format the Acquirer may reasonably
26 specify); all other information relating to the publication of *New Times LA*
27 stored on New Times's computer hardware (provided that, with respect to any
28 rights not legally transferable, New Times shall assist, and neither impede nor

1 hinder, the Acquirer in negotiating with, and obtaining all necessary legal rights
2 from, the third party who controls such rights);

3 (3) all office furniture, telephone systems, T-1 lines, fax machines, copy machines,
4 stationery, business cards, rate kits, and all other supplies and equipment used
5 by the *New Times LA*;

6 (4) all rights to the print and electronic archives of *New Times LA* publications and
7 articles on a non-exclusive basis;

8 (5) all graphics and artworks used in the publication of the *New Times LA* and New
9 Times's other Alternative Newsweeklies as of October 1, 2002, on a non-
10 exclusive basis;

11 (6) all assets used in the publication of the *New Times LA*, including all distribution
12 racks, street distribution boxes, permits and licenses for individual distribution
13 racks and boxes, route sheets, and leases or other rights to real property from
14 which New Times published the *New Times LA* (provided that, with respect to
15 the premises located at 1950 Sawtelle Boulevard, Los Angeles, California, New
16 Times will not be required under the terms of this Final Judgment to sublease
17 for less than the monthly lease rent specified in the lease or the amount New
18 Times actually pays under the lease, whichever is less); and

19 (7) all other tangible and intangible assets used in the publication of the *New Times*
20 *LA*, including, but not limited to: all other leases; all licenses, permits and
21 authorizations issued by any governmental organization; all contracts, teaming
22 arrangements, agreements, commitments, certifications, and understandings,
23 including supply agreements; all customer lists, contracts, accounts, and credit
24 records; all agreements with retailers, wholesalers, or any other person regarding
25 the sale, promotion, marketing, advertising or placement of such products; all
26 graphics and artwork relating exclusively to the *New Times LA*; all other records
27 stored in the offices of, or generated by or for, the *New Times LA*; all technical
28 information, computer software and related documentation, and know-how, and

1 information relating to plans for, or improvements to, the *New Times LA*; all
2 research, packaging, sales, marketing, advertising and distribution know-how,
3 information, data and documentation, including marketing and sales data, and
4 layout designs used exclusively in or which relate exclusively to the publication
5 of the *New Times LA* (and copies of such know-how, information, data and
6 documentation which relates to the publication of the *New Times LA*); all
7 manuals and technical information New Times provided to any of its *New Times*
8 *LA* employees, customers, suppliers, agents or licensees; and all specifications
9 for materials.

10 (K) "Plaintiff" shall mean, jointly, the Attorney General of the State of California and the
11 District Attorney of the County of Los Angeles

12 (L) "Publication" means all activities associated with the business of offering an
13 Alternative Newsweekly to the public as a commercial endeavor, including, but not limited to,
14 editing, writing, printing, circulating, operating, marketing and distributing such Alternative
15 Newsweeklies, and selling advertisements and promotions therein.

16 (M) "Village Voice Media" means Defendant Village Voice Media, LLC, a limited
17 liability company organized and existing under the laws of the State of Delaware with its
18 headquarters in New York, New York, its successors and assigns, and its subsidiaries, divisions,
19 groups, affiliates, partnerships and joint ventures, including without limitation LA Weekly Media,
20 Inc. and Cleveland Free Times Media, Inc., and their directors, officers, managers, agents, and
21 employees.

22 (N) "United States" means the Antitrust Division of the United States Department of
23 Justice.

24 (O) The terms "and" and "or" have both conjunctive and disjunctive meanings.

25 III. APPLICABILITY

26 (A) This Final Judgment applies to Village Voice Media and New Times, as defined
27 above, and all other persons in active concert or participation with any of them who receive actual
28 notice of this Final Judgment by personal service or otherwise.

1 (B) Defendants shall require, as a condition of the sale or other disposition of all or
2 substantially all of their assets or of lesser business units that include any of the *New Times LA*
3 Assets that the purchaser agrees to be bound by the provisions of this Final Judgment, provided,
4 however, that Village Voice Media and New Times need not obtain such an agreement from the
5 Acquirer(s).

6 IV. PROHIBITED AND REQUIRED CONDUCT

7 (A) Village Voice Media and New Times are enjoined as of the filing of the Complaint
8 in this matter from taking any actions in furtherance of, or required under, either the Cleveland Asset
9 Purchase Agreement or the Los Angeles Asset Purchase Agreement. Village Voice Media's and
10 New Times's obligations under this Final Judgment supersede their obligations under either of these
11 agreements, and Village Voice Media and New Times shall not object to the performance of its
12 obligations under this Final Judgment on the grounds that those obligations would cause it to breach
13 either agreement.

14 (B) For a period of two (2) years commencing upon the filing date of the Complaint in
15 this matter, Village Voice Media shall permit any advertiser that entered during the *LA*
16 *Weekly* Termination Period into a written or oral contract to advertise in, or engage in a promotion
17 with, the *LA Weekly*, solely at the advertiser's option, to terminate such contract without penalty,
18 retaliatory action, or threat of retaliatory action. Village Voice Media shall provide all affected
19 advertisers a copy of this Final Judgment within fifteen (15) calendar days after the filing of the
20 Complaint in this matter, and inform in writing all affected advertisers within: (i) fifteen (15)
21 calendar days after the filing of the Complaint in this matter; and (ii) thirty (30) calendar days after
22 consummation of the divestiture of the *New Times LA* Assets, of their right to terminate at their
23 option their advertising or promotion contracts with the *LA Weekly*.

24 (C) Each Defendant, its officers, directors, agents, and employees, acting or claiming to
25 act on its behalf and successors and all other persons acting or claiming to act on its behalf, are
26 enjoined and restrained from, in any manner, directly or indirectly, entering into, continuing,
27 maintaining, or renewing any market or customer allocation agreement, or from engaging in any
28 other combination, conspiracy, contract, agreement, understanding or concert of action having a

1 similar purpose or effect, and from adopting or following any practice, plan, program, or device
2 having a similar purpose or effect.

3 (D) Defendants, for a period of five (5) years commencing upon filing the complaint in
4 this matter, shall provide notice to Plaintiff of any merger or joint venture involving, or sale of, any
5 of its California Alternative Newsweeklies or national advertising networks that do business in
6 California or of any acquisition of any assets of, or any interest (including any financial, security,
7 loan, equity or management interest) in any publication that possesses more than two of the five
8 attributes specified in the definition of "Alternative Newsweekly" in Section II(B) of this Final
9 Judgment, one of which must be the attribute specified in Section II(B)(v) and that do business in
10 California.

11 (E) For any employee involved in the publication of the *Cleveland Free Times* as of
12 October 1, 2002, any non-compete provision imposed by Village Voice Media shall be null and void.

13 //

14 (F) For any employee involved in the publication of the *New Times LA* as of October 1,
15 2002, any non-compete provision imposed by New Times shall be null and void. For a period from
16 the filing of the Complaint to one year from the divestiture of the *New Times LA* Assets, Defendants
17 shall not enforce any other non-compete contractual provisions against any of their current or former
18 employees of the *New Times LA* or the *LA Weekly* in the Greater Los Angeles Area.

19 (G) Defendants shall notify in writing all affected former and current employees that such
20 non-compete contractual provisions will not be enforced.

21 V. DIVESTITURES

22 (A) Defendants are ordered and directed, within thirty (30) calendar days after the filing
23 of the Complaint in this matter, to divest the *New Times LA* Assets in a manner consistent with this
24 Final Judgment to an Acquirer acceptable to Plaintiff. Plaintiff may agree to an extension of this
25 time period for any divestiture of up to thirty (30) additional calendar days, and shall notify this
26 Court in such circumstances.

27 (B) Defendants agree to use their best efforts to divest the *New Times LA* Assets in a
28 manner consistent with this Final Judgment to an Acquirer acceptable to Plaintiff and to effect such

1 divestitures as expeditiously as possible.

2 (C) In accomplishing the divestitures ordered by this Final Judgment, Defendants
3 promptly shall make known, by usual and customary means, the availability of the *New Times LA*
4 Assets under its possession, custody or control. Defendants shall inform any person making inquiry
5 regarding a possible purchase of the *New Times LA* Assets that such assets are being divested
6 pursuant to this Final Judgment and provide that person with a copy of this Final Judgment.
7 Defendants shall offer to furnish to all prospective Acquirers, subject to customary confidentiality
8 assurances, all information and documents relating to the *New Times LA* Assets customarily provided
9 in a due diligence process except such information or documents subject to the attorney-client
10 privilege or attorney work-product doctrine. Defendants shall make available such information to
11 Plaintiff and to the United States at the same time that such information is made available to any
12 other person.

13 (D) New Times shall provide the Acquirers, Plaintiff and the United States information
14 relating to the personnel that were involved in any way in the publication of the *New Times LA* to
15 enable the Acquirer to make offers of employment. Defendants will not interfere with any
16 negotiations by the Acquirer(s) to employ any current or former New Times employee that was
17 involved in the publication of the *New Times LA*.

18 (E) Defendants shall permit prospective Acquirers of the *New Times LA* Assets to have
19 reasonable access to personnel and to make inspections of the physical facilities of the *New Times*
20 *LA* Assets. To the extent that Defendants continue to maintain any environmental, zoning or other
21 permits pertaining to the publication of the *New Times LA*, Defendants shall permit prospective
22 Acquirers access to any and all documents and information associated with those permits.
23 Defendants shall permit prospective Acquirers of the *New Times LA* Assets to have access to any and
24 all financial, operational, or other documents and information customarily provided as part of a due
25 diligence process.

26 (F) Defendants shall warrant to the Acquirer of the *New Times LA* Assets that such assets
27 will be operational on the date of sale.

28 (G) Defendants shall not take any action that will impede in any way the permitting,

1 operation, or divestiture of the *New Times LA* Assets.

2 (H) To the extent that Defendants continue to maintain any environmental, zoning or
3 other permits pertaining to the publication of the *New Times LA*, Defendants shall warrant to the
4 Acquirer that there are no material defects in those permits. Following the sale of the *New Times*
5 *LA* Assets, Defendants will not undertake, directly or indirectly, any challenges to the environmental,
6 zoning, or other permits relating to the publication of the *New Times LA*.

7 (I) Unless Plaintiff otherwise consents in writing, the divestiture pursuant to Section V,
8 or by trustee appointed pursuant to Section VII of this Final Judgment, shall include the *New Times*
9 *LA* Assets, and shall be accomplished in such a way as to satisfy Plaintiff, that the *New Times LA* can
10 and will be published by the Acquirer as viable, ongoing Alternative Newsweekly. Divestiture of
11 the *New Times LA* Assets shall be made to one Acquirer, provided that it is demonstrated to Plaintiff
12 that the *New Times LA* Assets will remain viable and that the divestiture of the *New Times LA* Assets
13 will remedy the competitive harm alleged in the Complaint. The divestiture, whether pursuant to
14 Section V or Section VII of this Final Judgment,

15 (1) shall be made to an Acquirer that, in Plaintiff's judgment has the intent and
16 capability (including the necessary managerial, operational, technical and
17 financial capability) of competing effectively in the publication of Alternative
18 Newsweeklies; and

19 (2) shall be accomplished so as to satisfy Plaintiff that none of the terms of any
20 agreement between an Acquirer and Defendants give Defendants the ability
21 unreasonably to raise the Acquirer's costs, to lower the Acquirer's efficiency,
22 or otherwise to interfere in the ability of the Acquirer to compete effectively.

23 (J) With respect to copyrights or trademarks associated specifically with the *New Times LA*
24 that New Times employs in the publication of other New Times Alternative Newsweeklies, the
25 divestiture pursuant to Section V, or by a trustee appointed pursuant to Section VII, of this Final
26 Judgment shall be accomplished by means of an exclusive, perpetual, royalty-free, assignable license
27 to those copyrights or trademarks for use by the Acquirer and its successor in connection with
28 publishing an Alternative Newsweekly in the Greater Los Angeles Area. New Times is enjoined

1 from using, or granting rights to persons other than the Acquirer or its successors to use, such
2 copyrights or trademarks in the publication of an Alternative Newsweekly in the Greater Los
3 Angeles Area. New Times, consistent with the purpose and intent of this Final Judgment, may
4 include, as part of the license for any valid registered trademark used specifically with New Time's
5 other Alternative Newsweeklies and *New Times LA*, the requirement on the Acquirer and its
6 successor to take the minimum reasonable measures necessary to prevent New Times from being
7 deemed to have abandoned such shared registered trademarks under the Lanham Act.

8 **VI. HOLD SEPARATE PROVISIONS**

9 Until the divestitures required by the Final Judgment have been accomplished:

10 (A) Defendants shall preserve and maintain the value and goodwill of the *New Times LA*
11 Assets. Defendants shall not, except as part of a divestiture approved by Plaintiff, in accordance
12 with the terms of the proposed Final Judgment, remove, sell, lease or sublease, assign, transfer,
13 pledge or otherwise dispose of any of the *New Times LA* Assets.

14 (B) Defendants shall maintain, in accordance with sound accounting principles, separate,
15 accurate and complete financial ledgers, books and records that report on a periodic basis, such as
16 the last business day of every month, consistent with past practices, the assets, liabilities, expenses,
17 revenues and income, if any, of the *New Times LA* Assets.

18 (C) With respect to the books, records, sales, marketing, promotions, customer and pricing
19 information as part of the *New Times LA* Assets, Village Voice Media shall hold them entirely
20 separate, distinct and apart from those of Village Voice Media's other operations. Until such time
21 that the *New Times LA* Assets are divested, the *New Times LA* Assets shall be managed by a person
22 not employed by Village Voice Media's Alternative Newsweekly, the *LA Weekly* (the "Designated
23 Person") and approved by Plaintiff, and such approval shall not be unreasonably withheld.

24 (D) The Designated Person shall have complete managerial responsibility for the *New Times*
25 *LA* Assets in the possession, custody, and control of Village Voice Media, subject to the provisions
26 of this Order, and will be responsible for overseeing Village Voice Media's compliance with this
27 Section.

28 (E) In the event that the Designated Person is unable to perform his or her duties, or is no

1 approved by Plaintiff, Village Voice Media shall appoint, subject to the approval of Plaintiff, a
2 replacement within five (5) calendar days. Should Village Voice Media fail to appoint a
3 replacement acceptable to Plaintiff or should the United States elect in writing not to appoint a
4 replacement in the Federal Action, Plaintiff may appoint a replacement.

5 (F) Defendant Village Voice Media shall take no action that would interfere with the ability
6 of the Designated Person or any later appointed persons to oversee the *New Times LA* Assets. The
7 Designated Person shall not be terminated, transferred or reassigned prior to the divestiture of such
8 assets.

9 (G) Within ten (10) calendar days after either the filing of the Complaint, Village Voice Media
10 shall deliver to Plaintiff an affidavit that describes in reasonable detail: (i) each *New Times LA* Asset
11 in its possession, custody, or control, (ii) the identity, title, and responsibilities of the Designated
12 Person, and (iii) all actions Village Voice Media has taken and all steps Village Voice Media has
13 implemented on an ongoing basis to comply with this Section VI.

14 (H) Defendants shall take all steps necessary to ensure that preservation of the Assets will be
15 conducted by the Designated Persons and not be influenced by New Times or Village Voice Media.
16 Defendants shall take all steps necessary to ensure that the Divestiture Assets are fully maintained
17 in operable condition, and shall maintain and adhere to normal repair, product improvement and
18 upgrade, and maintenance schedules for the *New Times LA* Assets.

19 //

20 VII. APPOINTMENT OF TRUSTEE

21 (A) This Section VII shall be effective only if the United States elects in writing not to
22 apply for the appointment of a trustee pursuant to the terms of the Federal Action.

23 (B) If Defendants have not divested the *New Times LA* Assets within the time period
24 specified in Section V(A), they shall notify Plaintiff of that fact in writing. Upon application of
25 Plaintiff, the Court shall appoint a trustee solely selected by Plaintiff and approved by this Court to
26 effect the divestiture of the *New Times LA* Assets.

27 (C) After the appointment of a trustee becomes effective, only the trustee shall have the
28 right to sell the *New Times LA* Assets. The trustee shall have the power and authority to accomplish

1 the divestiture to an Acquirer acceptable to Plaintiff, at such price and on such terms as are then
2 obtainable upon reasonable effort by the trustee, subject to the provisions of Sections V, VI, and VII
3 of this Final Judgment, and shall have such other powers as this Court deems appropriate. Subject
4 to Section VII(E) of this Final Judgment, the trustee may hire at the cost and expense of the
5 Defendant whose assets the trustee is to divest any investment bankers, attorneys, or other agents,
6 who shall be solely accountable to the trustee, reasonably necessary in the trustee's judgment to
7 assist in the divestiture.

8 (D) Defendants shall not object to a sale by the trustee on any ground other than the
9 trustee's malfeasance. Any such objections by Defendants must be conveyed in writing to Plaintiff
10 and the trustee within five (5) calendar days after the trustee has provided the notice required under
11 Section VIII of this Final Judgment.

12 (E) The trustee shall serve at the cost and expense of the Defendant whose Divestiture
13 Assets the trustee is to divest, on such terms and conditions as Plaintiff approves, and shall account
14 for all monies derived from the sale of the assets sold by the trustee and all costs and expenses so
15 incurred. After approval by this Court of the trustee's accounting, including fees for its services and
16 those of any professionals and agents retained by the trustee, all remaining money shall be paid to
17 the Defendant whose Divestiture Assets the trustee divested and the trust shall then be terminated.
18 The compensation of the trustee and any professionals and agents retained by the trustee shall be
19 reasonable in light of the value of the Divestiture Assets and based on a fee arrangement providing
20 the trustee with an incentive based on the price and terms of the divestiture and the speed with which
21 it is accomplished, but timeliness is paramount.

22 (F) Defendants shall use their best efforts to assist the trustee in accomplishing the
23 required divestiture. The trustee and any consultants, accountants, attorneys, and other persons
24 retained by the trustee shall have full and complete access to the Defendants' personnel, books,
25 records, and facilities, and Defendants shall develop financial and other information relevant to such
26 businesses as the trustee may reasonably request, subject to reasonable protection for trade secrets
27 or other confidential research, development, or commercial information. Defendants shall take no
28 action to interfere with or to impede the trustee's accomplishment of the divestiture.

1 (G) After its appointment, the trustee shall file monthly reports with Plaintiffs and the
2 Court setting forth the trustee's efforts to accomplish the divestiture ordered under this Final
3 Judgment. To the extent such reports contain information that the trustee deems confidential, such
4 reports shall not be filed in the public docket of this Court. Such reports shall include the name,
5 address, and telephone number of each person who, during the preceding month, made an offer to
6 acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or
7 made an inquiry about acquiring, any interest in the Divestiture Assets the trustee is to divest, and
8 shall describe in detail each contact with any such person. The trustee shall maintain full records
9 of all efforts made to divest the Divestiture Assets.

10 (H) If the trustee has not accomplished such divestiture within three months after its
11 appointment, the trustee shall promptly file with this Court a report setting forth: (1) the trustee's
12 efforts to accomplish the required divestiture, (2) the reasons, in the trustee's judgment, why the
13 required divestiture has not been accomplished, and (3) the trustee's recommendations. To the
14 extent such reports contain information that the trustee deems confidential, such reports shall not be
15 filed in the public docket of this Court. The trustee shall at the same time furnish such report to
16 Plaintiff who shall have the right to make additional recommendations consistent with the purpose
17 of the Final Judgment. The Court thereafter shall enter such orders as it shall deem appropriate to
18 carry out the purpose of the Final Judgment, which may, if necessary, include extending the trust and
19 the term of the trustee's appointment by a period requested by Plaintiff.

20 VIII. NOTICE OF PROPOSED DIVESTITURE

21 (A) Within two (2) business days following execution of a definitive divestiture
22 agreement, Village Voice Media, New Times or the trustee appointed pursuant to Section VII,
23 whichever effected the divestiture, shall notify Plaintiff of any proposed divestiture required by
24 Section V or VII of this Final Judgment or by the trustee, if any, appointed in the Federal Action.
25 If the trustee appointed pursuant to Section VII of this Final Judgment is responsible, it shall
26 similarly notify the Defendant whose assets the trustee divested. The notice shall set forth the details
27 of the proposed divestiture and list the name, address, and telephone number of each person not
28 previously identified who offered or expressed an interest in or desire to acquire any ownership

1 interest in the *New Times LA* Assets, together with full details of the same.

2 (B) Within five (5) calendar days of receipt by Plaintiff of such notice, Plaintiff may
3 request from Defendants, the proposed Acquirer, any other third party, or the trustee(if applicable)
4 additional information concerning the proposed divestiture, the proposed Acquirer, and any other
5 potential Acquirer. Defendants and the trustee (if applicable) shall furnish any additional
6 information requested within five (5) calendar days of the receipt of the request, unless the parties
7 shall otherwise agree.

8 (C) Within fifteen (15) calendar days after receipt of the notice or within five (5) calendar
9 days after Plaintiff have been provided the additional information requested from Defendants, the
10 proposed Acquirer, any third party, and the trustee (if applicable), whichever is later, Plaintiff shall
11 provide written notice to the Defendants, and the trustee, if there is one, stating whether or not it
12 objects to the proposed divestiture. If Plaintiff provides written notice that it does not object, the
13 divestiture may be consummated, subject only to Defendants' limited right to object to the sale under
14 Section VII(D) of this Final Judgment. Absent written notice that Plaintiff does not object to the
15 proposed Acquirer or upon objection by Plaintiff, a divestiture proposed under Section V or Section
16 VI shall not be consummated. Upon objection by either Defendant under Section VII(D), a
17 divestiture proposed under Section VII shall not be consummated unless approved by this Court.

18 IX. FINANCING

19 Defendants shall not finance all or any part of any purchase made pursuant to Section
20 V or VI of this Final Judgment.

21 X. AFFIDAVITS

22 (A) Within fifteen (15) calendar days of the filing of the Complaint and every thirty
23 (30) calendar days thereafter until the divestiture has been completed under Section V or VII,
24 Defendants each shall deliver to Plaintiff and the United States an affidavit as to the fact and
25 manner of its compliance with Section V or VII of this Final Judgment. Each such affidavit shall
26 include the name, address, and telephone number of each person who, during the preceding thirty
27 (30) days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations
28 to acquire, or was contacted or made an inquiry about acquiring, any interest in the Divestiture

1 Assets, and shall describe in detail each contact with any such person during that period. Each
2 such affidavit shall also include a description of the efforts Defendants have taken to solicit
3 buyers for the Divestiture Assets, and to provide required information to prospective purchasers,
4 including the limitations, if any, on such information. Assuming the information set forth in the
5 affidavit is true and complete, any objection by Plaintiffs, to information provided by
6 Defendants, including limitation on information, shall be made within five (5) calendar days of
7 receipt of such affidavit.

8 (B) Defendants shall keep all records of all efforts made to preserve and divest the
9 Divestiture Assets until one year after such divestiture has been completed.

10 XI. COMPLIANCE INSPECTION

11 (A) For the purposes of determining or securing compliance with this Final Judgment,
12 or of determining whether the Final Judgment should be modified or vacated, and subject to any
13 legally recognized privilege, from time to time duly authorized representatives of Plaintiff or the
14 United States, including consultants and other persons retained or designated thereby, shall, upon
15 written request of a duly authorized representative the California Attorney General or the Los
16 Angeles District Attorney or of a duly authorized representative of the Assistant Attorney
17 General in charge of the Antitrust Division, and on reasonable notice to Defendants, be
18 permitted:

- 19 (1) access during Defendants' office hours to inspect and copy, or at Plaintiff's
20 or the United States' option, to require Defendants to provide copies of, all
21 books, ledgers, accounts, records and documents in their possession, custody,
22 or control relating to any matters contained in this Final Judgment; and
- 23 (2) to interview, either informally or on the record, Defendants' officers,
24 employees, or agents, who may have their individual counsel present,
25 regarding such matters. The interviews shall be subject to the reasonable
26 convenience of the interviewee and without restraint or interference by
27 Defendants.

28 (B) Upon the written request of a duly authorized representative of the California

1 Attorney General, the Los Angeles District Attorney or the Assistant Attorney General in charge
2 of the Antitrust Division, Defendants shall submit written reports, under oath if requested,
3 relating to any of the matters contained in this Final Judgment as may be requested.

4 (C) No information or documents obtained by the means provided in this section shall
5 be divulged by Plaintiffs to any person other than an authorized representative of the California
6 Attorney General, the Los Angeles District Attorney or the executive branch of the United States,
7 except in the course of legal proceedings to which California Attorney General, the Los Angeles
8 District Attorney or the United States is a party (including grand jury proceedings), or for the
9 purpose of securing compliance with this Final Judgment, or as otherwise required by law.

10 (D) If at the time Defendants furnish information or documents to the California
11 Attorney General, the Los Angeles District Attorney or the United States, they represent and
12 identify in writing the material in any such information or documents to which a claim of
13 protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and mark
14 each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the
15 Federal Rules of Civil Procedure," then the California Attorney General, the Los Angeles County
16 District Attorney or the United States shall give Defendants ten (10) calendar days notice prior to
17 divulging such material in any legal proceeding (other than a grand jury proceeding).

18 XII. NO REACQUISITION

19 Defendants may not reacquire any part of the Divestiture Assets during the term of this
20 Final Judgment.

21 XIII. OTHER RELIEF

22 (A) Village Voice Media shall pay the sum of \$305,000 in civil penalties for the
23 alleged violations of California Business & Professions Code section 17200 et seq. Said
24 payment shall be made within thirty (30) days of entry of judgement by providing the California
25 Attorney General's Office with a check made payable to the State of California in the amount of
26 \$152,500 and by providing the Los Angeles County District Attorney's Office with a check
27 made payable to the Los Angeles County District Attorney in the amount of \$152,500.

28 (B) New Times shall pay the sum of \$305,000 in civil penalties for the alleged

1 violations of California Business & Professions Code section 17200 et seq. Said payment shall
2 be made within thirty (30) days of entry of judgement by providing the California Attorney
3 General's Office with a check made payable to the State of California in the amount of \$152,500
4 and by providing the Los Angeles County District Attorney's Office with a check made payable
5 to the Los Angeles County District Attorney in the amount of \$152,500.

6 (C) The California Attorney General and the Los Angeles County District Attorney
7 are awarded reasonable fees and investigative costs in the amount of \$140,000. Village Voice
8 Media shall pay the sum of \$70,000 within thirty (30) days of entry of judgment by a check made
9 payable California Attorney General, with said sum to be divided between the California
10 Attorney General and the Los Angeles County District Attorney in their sole discretion. New
11 Times shall pay the sum of \$70,000 within thirty (30) days of entry of judgment by a check made
12 payable California Attorney General, with said sum to be divided between the California
13 Attorney General and the Los Angeles County District Attorney in their sole discretion.
14 Plaintiff is also awarded reasonable fees and investigative costs incurred in reviewing any
15 proposed Acquirer of the *New Times LA* Assets. Defendants shall pay these fees and costs within
16 thirty (30) days of notice.

17 XIV. NOTICE

18 For purposes of this Final Judgment, any notice or other communication shall be given
19 to the persons at the addresses set forth below (or such other addresses Parties may specify in
20 writing by providing notice at the addresses listed below):

21
22 For the California Attorney General:

23 Winston Chen, Deputy Attorney General
24 Office of the California Attorney General
300 South Spring Street
Los Angeles, California 90013

25 For the Los Angeles District Attorney:

26 Kathleen J. Tuttle, Deputy-in-Charge, Antitrust Section
27 Office of the Los Angeles District Attorney
201 North Figueroa Street, 16th Floor
Los Angeles, California 90012

1 For Village Voice Media:

2 Melanie Sabo
3 Preston Gates Ellis & Rouvelas Meeds, LLP
4 1735 New York Avenue, N.W., Suite 500
5 Washington, D.C. 20006-5209

6 For New Times:

7 Joseph Kattan, P.C.
8 Gibson, Dunn & Crutcher LLP
9 1050 Connecticut Avenue, N.W.
10 Washington, D.C. 20036

11 For United States:

12 James R. Wade
13 Chief, Litigation III
14 Antitrust Division
15 Department of Justice
16 327 7th Street, N.W., Suite 300
17 Washington, D.C. 20530

18 **XV. UNITED STATES ACTION**

19 If the terms of the Final Judgment in the Federal Action or any decisions in writing by
20 the United States under the terms of the Final Judgment in the Federal Action result in
21 conflicting obligations on Defendants or any trustee appointed in the Federal Action, Defendants'
22 or the trustee's action or inaction in compliance with such terms of the Final Judgment in the
23 Federal Action or with such decisions by the United States under the terms of the Final Judgment
24 in the Federal Action shall not be deemed to violate this Final Judgment.

25 **XVI. RETENTION OF JURISDICTION**

26 This Court retains jurisdiction to enable any party to this Final Judgment to apply to
27 this Court at any time for further orders and directions as may be necessary or appropriate to
28 carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance,
29 and to punish violations of its provisions.

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XVII. EXPIRATION OF FINAL JUDGMENT

Unless this Court grants an extension, this Final Judgment shall expire ten years from the date of its entry.

Dated: FEB 18 2003

Madeleine I. Fliter
MADELEINE I. FLITER

Judge, Los Angeles Superior Court