

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

PAT ARNOLD, on behalf of himself and others	)	
similarly situated,	)	
	)	2023CH06877
Plaintiff,	)	Case No. _____
	)	
v.	)	Judge _____
	)	
TRIBUNE PUBLISHING COMPANY, LLC,	)	
	)	
Defendant.	)	
	)	

**CLASS ACTION COMPLAINT**

Plaintiff Pat Arnold (“Plaintiff”), on behalf of himself and all other similarly situated individuals, by and through his attorneys, against Defendant Tribune Publishing Company, LLC (“Defendant” or “Tribune Publishing”), brings this action based upon personal knowledge of the facts pertaining to himself and on information and belief as to all other matters.

**INTRODUCTION**

1. Defendant Tribune Publishing is a newspaper publishing company that as of 2021 had an average daily print circulation far in excess of 106,000 newspapers. Among the newspapers published by Defendant are the *Chicago Tribune*, *Baltimore Sun*, *Orlando Sentinel* and *Sun Sentinel*.

2. People wishing to read Defendant’s newspapers can, among other things, subscribe to receive one or more of such papers.

3. As defined by the *Merriam-Webster Dictionary*, a subscription is “a purchase by prepayment for a certain number of regular deliveries (such as issues of a periodical) . . . .”<sup>1</sup>

<sup>1</sup> *Merriam-Webster Dictionary*, <https://www.merriam-webster.com/dictionary/subscription> (last accessed on July 26, 2023).

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4. At relevant times, Defendant, in the conduct of trade or commerce, engaged in unfair, deceptive and unlawful acts and practices whereby Defendant: (a) automatically charged subscribers who received print editions of Defendant's newspapers extra for materials already included in the subscribers' subscriptions; and (b) paid itself for the extra charges from the subscription fees already paid by the subscribers, thereby shortening subscribers' prepaid subscription periods.

5. Defendant's unfair, deceptive and unlawful acts and practices shortened the length of subscribers' subscriptions and generated revenue for Defendant to which it was not entitled.

6. Plaintiff brings this Class Action Complaint seeking: (a) damages and injunctive relief under the Illinois Consumer Fraud and Deceptive Business Practices Act (the "Consumer Fraud Act"), 815 ILCS 505/1, *et seq.*; (b) disgorgement of Defendant's ill-gotten gains derived from its unfair, deceptive and unlawful acts and practices; (c) declaratory relief; and (d) recovery of Plaintiff's reasonable attorneys' fees and costs.

7. Plaintiff seeks to represent: (a) a nationwide class of all United States residents who subscribed to receive print editions of one or more of Defendant's newspapers during the defined class period; and (b) a subclass of all Illinois residents who subscribed to receive print editions of one or more of Defendant's newspapers during the defined class period.

#### **PARTIES**

8. Plaintiff Pat Arnold is a resident of McHenry, Illinois, located in McHenry County, Illinois. At relevant times, Plaintiff has subscribed to receive print editions of Defendant's *Chicago Tribune* newspaper.

9. Defendant Tribune Publishing Company, LLC is a Delaware limited liability company with its principal place of business located in Chicago, Illinois.

### **JURISDICTION AND VENUE**

10. This Court has jurisdiction pursuant to 735 ILCS 5/2-209, as Defendant does business within the State of Illinois and because the acts and conduct surrounding Plaintiff's claims took place in Illinois.

11. Pursuant to 735 ILCS 5/2-101 and 102 and 815 ILCS 505/10a(b), venue is proper because: (a) Defendant's principal place of business is in Cook County, Illinois; (b) Defendant has a registered office in Cook County Illinois; (c) Defendant's manager resides in Cook County, Illinois; and (d) the transactions giving rise to this matter, or some portion thereof, occurred in Cook County, Illinois.

### **ALLEGATIONS COMMON TO ALL COUNTS**

#### ***Defendant's Subscription Process***

12. Defendant is a media company, involved in trade and commerce, that publishes and sells print newspapers, among other things.

13. Defendant operates in eight markets with titles such as the *Chicago Tribune*, *The Baltimore Sun*, the *Orlando Sentinel*, the *Sun Sentinel*, the *Hartford Courant*, *The Morning Call*, *The Virginian-Pilot* and the *Daily Press*.

14. Defendant offers access to its print newspapers via subscriptions, among other methods.

15. A potential or existing subscriber to one or more of Defendant's newspapers can select the newspaper(s) they wish to receive, the number of days per week they wish to receive a print edition of the selected newspaper(s) and the length of the subscription(s). The potential or

existing subscriber then pays a specified subscription price charged by Defendant to receive the selected product(s) up to and including a specified “pay-through” date.

***Defendant’s Unfair, Deceptive and Unlawful Acts and Practices***

16. Beginning no later than early 2015 and continuing to the present, Defendant engaged in unfair, deceptive and unlawful acts and practices designed to increase its revenues by charging subscribers extra for materials already included in their subscriptions (the “Miscellaneous Materials”) and paying itself for the Miscellaneous Materials from the subscription fees already paid by the subscribers.

17. It was part of Defendant’s unfair, deceptive and unlawful acts and practices that Defendant charged subscribers extra for the Miscellaneous Materials even though the Miscellaneous Materials were included in the subscribers’ subscriptions.

18. It was further part of Defendant’s unfair, deceptive and unlawful acts and practices that Defendant paid itself for the extra charges by deducting the amount of the extra charges from subscribers’ already paid subscriptions.

19. It was further part of Defendant’s unfair, deceptive and unlawful acts and practices that Defendant shortened the length of subscribers’ paid subscriptions as a result of the payments it provided to itself for the Miscellaneous Materials.

20. It was further part of Defendant’s unfair, deceptive and unlawful acts and practices that Defendant did not provide subscribers with itemized billing statements that detailed the charges and payments for the Miscellaneous Materials or otherwise detailed the impact the charges had on subscribers’ subscriptions.

21. It was further part of Defendant’s unfair, deceptive and unlawful acts and practices that, in billing statements Defendant provided to subscribers, Defendant described the Miscellaneous Materials in a manner designed to deceive subscribers into believing that the

Miscellaneous Materials were items separate from subscribers' subscriptions when, in fact, as Defendant knew, that was not the case and, as alleged more fully below, subscribers would receive the Miscellaneous Materials in the ordinary course of their subscriptions – *i.e.*, at no extra charge.

22. It was further part of Defendant's unfair, deceptive and unlawful acts and practices that Defendant omitted, concealed and otherwise failed to disclose – and continues to omit, conceal and otherwise fail to disclose – material facts regarding the Miscellaneous Materials, including the following:

a. Defendant omitted, concealed and otherwise failed to disclose, and continues to omit, conceal and otherwise fail to disclose, that the Miscellaneous Materials were included in subscribers' subscriptions and that subscribers would receive the Miscellaneous Materials even if they did not pay extra for them.

b. Defendant omitted, concealed and otherwise failed to disclose, and continues to omit, conceal and otherwise fail to disclose, how subscribers could receive the Miscellaneous Materials without incurring the extra charges imposed by Defendant.

c. Defendant omitted, concealed and otherwise failed to disclose, and continues to omit, conceal and otherwise fail to disclose, the specific price(s) Defendant charged for the various Miscellaneous Materials or the specific impact the Miscellaneous Materials had on subscribers' subscriptions.

23. At the time Defendant omitted, concealed and otherwise failed to disclose the material facts alleged in the preceding paragraph, Defendant had knowledge of the actual facts, as Defendant was responsible for the way in which its subscriptions worked.

24. As a result of Defendant's unfair, deceptive and unlawful acts and practices, Defendant was able to obtain payment for, and generate revenues by means of, the Miscellaneous Materials using subscribers' subscription payments without subscribers having knowledge of the material facts – facts which Defendant omitted, concealed and otherwise failed to disclose.

***Plaintiff Arnold***

25. Plaintiff has subscribed to Defendant's *Chicago Tribune* newspaper for more than twenty years. During that time and presently, Plaintiff received, and continues to receive, print editions of the *Chicago Tribune*, including on Sundays.

26. From at least early 2015 through the present, Defendant, as part of its unfair, deceptive and unlawful acts and practices, as alleged herein: (a) repeatedly charged Plaintiff for Miscellaneous Materials for which no payment was required; (b) repeatedly paid itself for the Miscellaneous Materials using Plaintiff's subscription payments despite no payment being owed for the Miscellaneous Materials; (c) repeatedly shortened the length of Plaintiff's subscription period as a result of the payments Defendant made to itself for the Miscellaneous Materials; and (d) continuously omitted, concealed and otherwise failed to disclose material facts regarding the Miscellaneous Materials and Defendant's unfair, deceptive and unlawful acts and practices.

27. Plaintiff never affirmatively consented to Defendant's unfair, deceptive and unlawful acts and practices. Plaintiff's payments to Defendant were not made with knowledge of the facts – facts which Defendant misrepresented, omitted, concealed and otherwise failed to disclose.

28. As a direct and proximate result of Defendant's unfair, deceptive and unlawful acts and practices, Plaintiff suffered and will continue to suffer injury, ascertainable losses of

money or property and monetary and non-monetary damages, including but not limited to the amounts Defendant charged Plaintiff for the Miscellaneous Materials, which amount Defendant deducted from Plaintiff's subscription payments.

29. Defendant's conduct, as alleged herein, involves continuing and repeated injurious behavior to Plaintiff and members of the Class and Subclass.

### CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action on behalf of himself and a class of similarly situated individuals pursuant to 735 ILCS 5/2-801, seeking damages and equitable relief on behalf of the following Class and Subclass for which Plaintiff seeks certification:

- a. **Class:** All United States residents who were print-edition subscribers to one or more of Defendant's newspapers during the class period.
- b. **Subclass:** All Illinois residents who were print-edition subscribers to one or more of Defendant's newspapers during the class period.

31. Plaintiff reserves the right to amend or modify the class and subclass definitions with greater specificity or division after having had an opportunity to conduct discovery.

32. The "Class Period" is the time period beginning on the date established by the Court's determination of any applicable statute of limitations – after considering Defendant's continuing and repeated injurious behavior, as well as any tolling, concealment and accrual issues – and ending on the date of entry of any judgment.

33. Excluded from the Class and Subclass are: (a) Defendant; (b) any parent, affiliate or subsidiary of Defendant; (c) any entity in which Defendant has a controlling interest; (d) any of Defendant's officers or directors; (e) any successor or assign of Defendant; and (f) counsel for

Plaintiff and Defendant. Also excluded are any judge or court personnel assigned to this case and members of their immediate families.

34. **Numerosity:** While the exact number of Class members and Subclass members is not known at this time, upon information and belief, based on Defendant's subscription numbers, the Class and Subclass contain at least thousands of individuals, and the members can be identified through Defendant's records.

35. **Commonality and predominance:** Common questions of law and fact exist as to all Class members and, with respect to the Subclass, all Subclass members. These common questions of law or fact predominate over any questions affecting only individual members of the proposed Class and Subclass. Common questions include, but are not limited to, the following:

- a. Whether Defendant shortened the length of the subscriptions of Plaintiff and members of the Class and Subclass as a result of charging for the Miscellaneous Materials;
- b. Whether the Miscellaneous Materials were part of the subscriptions paid for by Plaintiff and members of the Class and Subclass;
- c. Whether Defendant omitted, concealed and otherwise failed to disclose material facts to Plaintiff and members of the Class and Subclass regarding their subscriptions and the Miscellaneous Materials;
- d. Whether Defendant's unfair, deceptive and unlawful acts and practices, as alleged herein, violated the Consumer Fraud Act;
- e. Whether Defendant unjustly enriched itself by engaging in the alleged unfair, deceptive and unlawful acts and practices; and



- f. Whether Plaintiff and members of the Class and Subclass are entitled to damages and equitable relief.

36. **Typicality:** Plaintiff's claims are typical of the claims of the Class and Subclass he seeks to represent because the basis of Defendant's liability to Plaintiff, the Class and the Subclass is substantially the same, and because Defendant's conduct has resulted in similar injuries to Plaintiff, Class members and Subclass members.

37. **Superiority:** Absent a class action, most members of the Class and Subclass would find the cost of litigating their claims to be prohibitively expensive and would thus have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants and promotes consistency and efficiency of adjudication. Further, certification of a class action to resolve this matter will reduce the possibility of repetitious litigation involving potentially thousands of class members.

38. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of the Class and Subclass in that he has no interest that is antagonistic to, or that irreconcilably conflicts with those of other members of the Class or Subclass. Further, Plaintiff has retained counsel competent and experienced in the prosecution of class action litigation.

#### CHOICE OF LAW

39. Illinois substantive laws apply to every member of the Class. Illinois' substantive laws may be constitutionally applied to the claims of Plaintiff and Class members under the Due Process Clause, 14th Amend. § I, and the Full Faith and Credit Clause, Art. IV. § 1 of the US Constitution. Illinois has significant contact, or significant aggregation of contacts, to the claims

asserted by Plaintiff and members of the Class and Subclass, thereby creating state interests to ensure that the choice of Illinois state law is not arbitrary or unfair.

40. Defendant maintains its principal place of business in Illinois and conducts substantial business in Illinois, such that Illinois has an interest in regulating Defendant's conduct under its laws. Defendant's decision to reside in Illinois and conduct substantial business therein renders the application of Illinois law to the claims herein constitutionally permissible.

41. The application of Illinois laws to the Class and Subclass is also appropriate under Illinois' choice-of-law rules because Illinois has significant contacts to the claims of Plaintiff and the Class and Subclass, and Illinois has a greater interest than any other interested state in applying its laws here given Defendant's location and the location of the conduct at issue.

**COUNT ONE**  
**ILLINOIS CONSUMER FRAUD AND**  
**DECEPTIVE BUSINESS PRACTICES ACT**  
**815 ILCS 505/1, *et seq.***  
**(On behalf of Plaintiff, the Class and the Subclass)**

42. Plaintiff restates and realleges the allegations of paragraphs 1 through 41, above, as though fully set forth herein.

43. Plaintiff brings this Count individually and on behalf of members of the Class and Subclass.

44. Defendant is a "person" as defined by 815 ILCS 505/1(c).

45. Defendant's conduct as alleged herein was in the conduct of "trade" or "commerce" as defined by 815 ILCS 505/1(f).

46. Defendant's unfair, deceptive and unlawful acts or practices, in violation of 815 ILCS 505/2, include:

- a. Charging Plaintiff and members of the Class and Subclass extra fees for the Miscellaneous Materials, knowing that those materials were included in the subscription price Plaintiff and members of the Class and Subclass already had paid;
- b. Paying itself for the extra fees charged for the Miscellaneous Materials from the subscription fees already paid by Plaintiff and members of the Class and Subclass despite no extra fees being due and owing;
- c. Reducing the length of the paid subscriptions of Plaintiff and members of the Class and Subclass as a result of unfairly, deceptively and unlawfully charging Plaintiff and members of the Class and Subclass extra fees for the Miscellaneous Materials;
- d. Failing to provide subscribers with itemized billing statements;
- e. Omitting, concealing and otherwise failing to disclose that the Miscellaneous Materials for which Defendant charged Plaintiff and members of the Class and Subclass already were part of the subscription price they paid to Defendant;
- f. Omitting, concealing and otherwise failing to disclose that Plaintiff and members of the Class and Subclass need not pay extra for the Miscellaneous Materials; and
- g. Omitting, concealing and otherwise failing to disclose the actual prices charged for the Miscellaneous Materials.

47. Defendant intended for Plaintiff and members of the Class and Subclass to rely on its misrepresentations and omissions.

48. The facts Defendant omitted, concealed and otherwise failed to disclose – and continues to omit, conceal and otherwise fail to disclose – were the type of information upon which a potential or existing subscriber, including Plaintiff and members of the Class and Subclass, would be expected to rely in making a decision whether to purchase a subscription. Moreover, potential or existing subscribers, including Plaintiff and members of the Class and Subclass, would have acted differently had Defendant not omitted, concealed or otherwise failed to disclose the facts at issue. For instance, such subscribers would not have: (a) paid extra for the Miscellaneous Materials knowing that the Miscellaneous Materials already were included in their paid subscriptions and that Defendant would provide them without additional charge; or, alternatively, (b) subscribed in the first instance had Defendant disclosed the details of its unfair, deceptive and unlawful acts and practices.

49. Subscribers, including Plaintiff and members of the Class and Subclass, did not pay for the Miscellaneous Materials with knowledge of the facts – facts which Defendant omitted, concealed and otherwise failed to disclose.

50. Defendant's unfair, deceptive and unlawful acts and practices, at the very least, created the likelihood of confusion or misunderstanding, as Defendant charged paid-subscribers extra amounts for the Miscellaneous Materials even though those materials already were included in the subscriptions of Plaintiff, Class members and Subclass members.

51. Defendant's unfair, deceptive and unlawful acts and practices violated and continue to violate public policy. The acts and practices are designed to: (a) unfairly, deceptively and unlawfully generate revenues for Defendant by charging subscribers, including Plaintiff and members of the Class and Subclass, extra for something for which they already paid; and (b) ensure payment of the improper charges by deducting it from subscribers' prepaid subscription

fees, including the prepaid subscription fees of Plaintiff and members of the Class and Subclass. Moreover, Defendant's unfair, deceptive and unlawful acts and practices were, and continue to be, immoral, unethical, oppressive and unscrupulous.

52. Defendant's unfair, deceptive and unlawful acts and practices caused substantial injury to Plaintiff, Class members and Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to competition.

53. Defendant acted intentionally, knowingly and maliciously to violate the Consumer Fraud Act and recklessly disregarded the rights of Plaintiff, Class members and Subclass members.

54. As a direct and proximate result of Defendant's unfair, deceptive and unlawful acts and practices, Plaintiff, Class members and Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property and monetary and non-monetary damages, including: (a) the amounts Defendant separately charged for the Miscellaneous Materials and subsequently collected; and (b) the loss of the ability of Plaintiff and members of the Class and Subclass to use the funds Defendant unfairly, deceptively and unlawfully took to obtain other goods and/or services.

55. Unless and until enjoined and restrained by order of this Court, Defendant's unfair, deceptive and unlawful acts and practices will continue to cause great and irreparable injury to Plaintiff and members of the Class and Subclass in that Defendant continues to charge extra for the Miscellaneous Materials and shorten subscribers' subscription periods, including the subscription periods of Plaintiff and members of the Class and Subclass. Plaintiff and members of the Class and Subclass have no adequate remedy at law for their injuries in that a judgment for

monetary damages will not remedy Defendant's ongoing unfair, deceptive and unlawful acts and practices.

56. Plaintiff, Class members and Subclass members seek all monetary and non-monetary relief allowed by law, including damages, restitution, punitive damages, injunctive relief and reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff, on behalf of himself and the proposed Class and Subclass, respectfully requests that this Court enter an Order:

- a. Certifying the Class and Subclass, as defined above;
- b. Appointing Plaintiff as class representative and the undersigned as class counsel;
- c. Awarding damages for Plaintiff and members of the proposed Class and Subclass as allowed by law, including punitive damages;
- d. Awarding equitable relief in the form of an injunction that precludes Defendant from: (i) charging for the Miscellaneous Materials separate from the subscription price; and (ii) shortening the length of subscriptions paid for by subscribers, including Plaintiff and members of the Class and Subclass, as a result of Defendant's unfair, deceptive and unlawful acts and practices;
- e. Awarding pre-judgment and post-judgment interest for Plaintiff and members of the Class and Subclass, as permitted by law;
- f. Awarding Plaintiff and members of the Class and Subclass reasonable attorneys' fees and costs of suit, including expert witness fees; and

- g. Awarding Plaintiff and members of the Class and Subclass any further relief the Court deems proper.

**COUNT TWO**  
**UNJUST ENRICHMENT**  
**(On behalf of Plaintiff, the Class and the Subclass)**

57. Plaintiff restates and realleges the allegations of paragraphs 1 through 41, above, as though fully set forth herein.

58. Plaintiff brings this Count individually and on behalf of members of the Class and Subclass.

59. Defendant obtained a monetary benefit from Plaintiff and members of the Class and Subclass to their detriment. Defendant did so by: (a) charging Plaintiff, Class members and Subclass members extra for the Miscellaneous Materials even though those materials already were included in the subscriptions of Plaintiff, Class members and Subclass members; and (b) shortening the length of the subscriptions of Plaintiff, Class members and Subclass members.

60. Defendant appreciated, accepted and retained the benefit bestowed upon it under inequitable and unjust circumstances arising from Defendant's conduct toward Plaintiff and members of the Class and Subclass, as alleged herein.

61. Defendant profited from the subscriptions of Plaintiff, Class members and Subclass members and did not provide Plaintiff, Class members and Subclass members with the full value of those subscriptions.

62. Defendant acquired and caused the acquisition of the subscriptions of Plaintiff, Class members and Subclass members through inequitable means in that Defendant: (a) charged Plaintiff, Class members and Subclass members extra for the Miscellaneous Materials even though those materials already were included in the subscriptions of Plaintiff, Class members

and Subclass members; and (b) shortened the length of the subscriptions of Plaintiff, Class members and Subclass members.

63. Plaintiff, Class members and Subclass members have no adequate remedy at law.

64. Under the circumstances, it would be unjust and unfair for Defendant to be permitted to retain the benefits unjustly obtained from Plaintiff, Class members and Subclass members, namely the money paid for the Miscellaneous Materials.

65. Under the principles of equity and good conscience, Defendant should not be permitted to retain the money taken by Defendant for the Miscellaneous Materials.

66. Defendant should be compelled to disgorge into a common fund or constructive trust for the benefit of Plaintiff, Class members and Subclass members the proceeds it unjustly received as a result of its unfair, deceptive and unlawful acts and practices, as alleged herein.

WHEREFORE, Plaintiff, on behalf of himself and the proposed Class and Subclass, respectfully requests that this Court enter an Order:

- a. Certifying the Class and Subclass, as defined above;
- b. Appointing Plaintiff as class representative and the undersigned as class counsel;
- c. Awarding equitable relief in the form of an injunction that precludes Defendant from: (i) charging for the Miscellaneous Materials separate from the subscription price; and (ii) shortening the length of subscriptions paid for by subscribers, including Plaintiff and members of the Class and Subclass, as a result of Defendant's unfair, deceptive and unlawful acts and practices;



- d. Ordering Defendant to disgorge into a common fund or constructive trust, for the benefit of Plaintiff, Class members and Subclass members, proceeds that it unjustly received as a result of its unfair, deceptive and unlawful acts and practices;
- e. Awarding pre-judgment and post-judgment interest for Plaintiff and members of the Class and Subclass, as permitted by law; and
- f. Awarding Plaintiff and members of the Class and Subclass any further relief the Court deems proper.

**COUNT THREE**  
**DECLARATORY JUDGMENT**  
**(On behalf of Plaintiff, the Class and the Subclass)**

67. Plaintiff restates and realleges the allegations of paragraphs 1 through 41, above, as though fully set forth herein.

68. Plaintiff brings this Count individually and on behalf of members of the Class and Subclass.

69. Pursuant to 735 ILCS 5/2-701(a), this Court may “make binding declarations of rights, having the force of final judgments . . . including the determination . . . of the construction of any statute . . . and a declaration of the rights of the parties interested.” Such a declaration of rights “may be obtained . . . as incident to or part of the complaint . . . seeking other relief as well.” 735 ILC 5/2-701(b).

70. The effect of Defendant’s actions continues on an ongoing basis as Plaintiff and the Class and Subclass continue to suffer harm in that Defendant continues to charge extra for the Miscellaneous Materials and shorten the length of the subscriptions that Plaintiff and members of the Class and Subclass already paid for.

71. Plaintiff has a continuing, ongoing, actual and legal tangible interest in the relief and damages owed to Plaintiff and members of the Class and Subclass, as alleged herein. Defendant has ongoing opposing interests in the validity of Plaintiff's claims and his requested relief and damages. Plaintiff and members of the Class and Subclass seek a judgment declaring that Defendant violated the Consumer Fraud Act to the detriment and damage of Plaintiff and members of the Class and Subclass.

72. Plaintiff and members of the Class and Subclass are entitled to the requested declaratory relief as this case presents an actual controversy that requires an immediate and definitive determination of the parties' rights.

WHEREFORE, Plaintiff, on behalf of himself and the proposed Class and Subclass, respectfully requests that this Court enter an Order:

- a. Certifying the Class and Subclass, as defined above;
- b. Appointing Plaintiff as class representative and the undersigned as class counsel;
- c. Entering an Order declaring that Defendant violated the Consumer Fraud Act to the detriment and damage of Plaintiff and members of the Class and Subclass; and
- d. Awarding Plaintiff and members of the Class and Subclass any further relief the Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all claims so triable.

Dated: July 26, 2023

Respectfully submitted,

PAT ARNOLD, on behalf of himself  
and others similarly situated,

By: /s/ Scott R. Drury  
SCOTT R. DRURY  
*One of Plaintiff's Attorneys*

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

PAT ARNOLD, on behalf of himself and others )  
similarly situated, )  
 )  
Plaintiff, ) Case No. \_\_\_\_\_  
 )  
v. ) Judge \_\_\_\_\_  
 )  
TRIBUNE PUBLISHING COMPANY, LLC, )  
 )  
Defendant. )  
 )

**RULE 222(b) AFFIDAVIT**

Scott R. Drury, an attorney representing Plaintiff in the above-captioned matter, pursuant to Illinois Supreme Court Rule 222(b), hereby certifies that the cumulative amount of damages sought by Plaintiff and putative class members exceeds \$50,000.

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Affidavit are true and correct to the best of his knowledge, information and belief.

/s/ Scott R. Drury  
SCOTT R. DRURY

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