

INTEROFFICE MEMORANDUM

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TO: Daily News Newsroom
FROM: Chris Bonanducci
DATE: September 7, 2011
RE: Voluntary Separation Program

You are eligible for participation in a Voluntary Separation Program being offered to eligible Guild newsroom employees by Philadelphia Media Network Newspapers, LLC. If you choose to accept these voluntary separation benefits, your employment will end effective October 14, 2011. Information related to this offer of separation is contained in this package. We advise you to consult with an attorney about the terms of this voluntary severance offer, including the Voluntary Separation Agreement and General Release. With this memo, you will find:

- A description of who is eligible for the program, and of the benefits being offered.
- A sample copy of a Voluntary Separation Agreement and General Release, which you will be required to sign and return within 45 days of today (by October 21, 2011) if you wish to receive the severance benefits. Do not sign this agreement one will be prepared by Human Resources for your signature;
- Exhibit A to the Voluntary Separation Agreement and General Release, which contains information relating to ages and job titles of other employees eligible and not eligible for the separation benefit.
- Application Form for Voluntary Separation Program.

If you choose not to elect the voluntary separation benefit, and/or choose not to sign the Voluntary Severance Agreement and General Release, you will not receive the separation benefits described in the program.

For more information on this offer, you may contact me at 215-854-2527.

Chris Bonanducci





September 7, 2011

ANNOUNCEMENT

Set forth below are the terms and conditions of a Voluntary Separation Program being offered by Philadelphia Media Network Newspapers, LLC (hereafter "PMNN" or "the Company").

Eligibility

Those eligible are all current full-time Guild Daily News newsroom reporters, columnists, writers, editors, artists, photographers, copy editors, make-up persons and desk assistants actively working as of September 1, 2011 on the Daily News newsroom seniority lists currently covered by Newspaper Guild of Greater Philadelphia Local 10-CWA Local 38010 Collective Bargaining Agreement.

Exceptions

The Company reserves the right in its sole discretion to deny an individual's application for a separation agreement based on its legitimate business need. "Legitimate business need" may include but is not limited to the Company's evaluation of factors such as the individual's special expertise, name recognition, experience, and savings/cost to the Company. The Company may deny an application for a separation agreement if, in its sole discretion, elimination or transfer of the work would disrupt the Company's operation and/or business, or if the separation would not result in a net reduction of Full Time Equivalents (FTEs) in the Company.

The Company reserves the right in its sole discretion to make the terms of this offer available to ineligible employees who request consideration.

Program Elements

(Payments made in addition to those specified in the Collective Bargaining Agreement)

- Special Separation Payment** -- Accepted employees will receive a one-time Special Separation Payment per the table below. Any payments will be subject to applicable Federal, State and local withholding taxes.

Years of Service	Separation Payment	COBRA Reimbursement
1 – 5	\$5,000.00	1 Month
6 – 14	\$10,000.00	2 Months
15 Plus	\$20,000.00	3 Months

- Vacation and Personal Day Payments** -- Eligible employees whose applications are accepted will be paid for all unused 2011 vacation and personal days and 2012 vacation only entitlement pursuant to the terms of the Collective Bargaining Agreement. Any payments will be subject to applicable Federal, State and local withholding taxes.

Release

Employees will be required to sign a Voluntary Separation Agreement and General Release (the "Agreement"). A **SAMPLE** of the Agreement which includes, but is not limited to, a release of any and all claims arising out of their employment or termination of their employment is attached. Do not sign and return the attached sample. A final Agreement will be prepared for the employee's signature by Human Resources. All of the payments and benefits provided under the Voluntary Separation Program are contingent on, and in exchange for, the employee timely providing PMNN with a fully executed and notarized Agreement and the employee not revoking the signed Agreement.

Unemployment

With regard to inquiries from state unemployment agencies involving an employee's claim for unemployment compensation, the Company will respond that the separation is part of a job elimination program. Applicable state authorities make ultimate determinations on such claims.

Time during which the offer is open and may be accepted

The Company's offer of this Voluntary Separation Program shall be effective from September 7, 2011 until September 21, 2011. Interested employees must apply by no later than 5 p.m. on September 21, 2011. The Company intends to accept or reject offers as soon as possible after they are received, but no later than September 30, 2011.

Employment shall terminate for employees who have been accepted for this offer on October 14, 2011. In some instances, the Company reserves the right for business reasons to set a later termination date.

Although the period to apply to participate in the Voluntary Separation Program ends on September 21, 2011, each employee will have a period of forty-five (45) days from the date he or she receives the Agreement and the disclosure information provided pursuant to the Older Workers Benefit Protection Act (which is annexed to the Agreement) to decide if he or she will sign the Agreement. Employees will have seven (7) days after signing the Agreement to revoke this Agreement.

SAMPLE AGREEMENT ONLY – DO NOT SIGN

VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE

THIS VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE (“Agreement”) is being entered into between Philadelphia Media Network Newspapers, LLC (“Employer”) and _____, (“Employee”) (collectively “the Parties”).

WHEREAS, Employee has agreed to participate in a Voluntary Separation Program (“the Program”);

WHEREAS, Employee’s employment with Employer will terminate effective _____, 2011 (“the Termination Date”); and

WHEREAS, Employer and Employee desire to enter into this Agreement to resolve any and all matters, claims, controversies, disputes, or grievances relating to Employee’s employment or separation from employment with Employer;

NOW, THEREFORE, in consideration of the mutual promises and commitments made herein, and intending to be legally bound hereby, Employer and Employee agree as follows:

1. Employee’s employment with Employer will terminate effective as of the Termination Date.

2. In consideration of Employee’s agreements herein, and in accordance with the terms of the Program, Employee will receive as Separation Pay the gross pay amount of \$_____less normal withholdings (“the Separation Pay”). The Employee will also receive his/her unused 2011 vacation and personal days, and 2012 vacation only entitlement. The employee, depending on years of service, will also receive up to 3 months of COBRA reimbursement.

3. The payments and other benefits described in paragraph 2 will not begin until Employee returns this signed Agreement and will not be made until the expiration of the seven (7) day revocation period set forth in paragraph 12, provided this revocation period has expired without Employee revoking this Agreement. The payments and other benefits described in paragraph 2 are not compensation for past services rendered, and Employee acknowledges that he/she is not due any other wages, bonus, severance or other payments or benefits from Employer.

4. By entering into this Agreement, Employer does not admit that it is liable to Employee for anything on account of any reason whatsoever.

5. Employee agrees to keep this Agreement and its terms and conditions confidential, and agrees not to disclose or discuss the fact of or the contents, terms, or conditions of this Agreement except to his/her respective attorneys, accountants and members of his/her immediate family.

6. Employee agrees to cooperate with and to respond promptly to Employer’s reasonable requests for information relating to Employee’s job duties with Employer.

7. Employee agrees to refrain from disclosing to anyone any proprietary or confidential information of Employer, including without limitation that confidential information defined in any policy or agreement signed by him/her about or relating to Employer. Employee acknowledges and agrees that his/her obligations under the terms and conditions of any such policies or agreements are and will remain in full force and effect after the termination of his/her employment.

8. Employee shall return to Employer any and all property of Employer, including but not limited to any of Employer's supplies, equipment (including electronic equipment), letters, memoranda, records, reports, notes, notebooks, books of account, data, drawings, prints, plans, specifications, formulae and correspondence or copies of the same (including any electronically stored information), information or property in his/her possession or control about or relating to Employer.

9. Employee hereby releases and forever discharges Employer, Newspaper Guild of Greater Philadelphia/TNG10/CWA 38010, and its officers, directors, attorneys, agents, servants and employees and their successors, heirs and assigns from all causes of action, claims, debts, accounts, controversies, sums of money, contracts, promises, agreements, judgments, demands, and liabilities of any kind or nature whatsoever in law, in equity, or otherwise, whether known or unknown, whether asserted or unasserted, including without limitation any and all claims for employment discrimination, wrongful discharge, compensation, benefits, bonuses, incentives, expenses, options, wages, severance pay, vacation pay, fringe benefits, or other monies or accountings, including punitive damages, liquidated damages, exemplary damages, or compensatory damages, physical, mental, or emotional distress, pain and suffering, back pay, front pay, costs, and attorneys' fees, and any other legal or equitable relief, and further including without limitation any and all rights and claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*, as amended, the Pennsylvania Human Relations Act, or claims relating to Employee's employment or separation from employment with Employer or any other cause, reason, matter, or thing whatsoever arising up until the date of Employee's execution of this Agreement, except that this release does not extend to claims for worker's compensation benefits, amounts owed under this Agreement, claims for vested employee benefits under the Employee Retirement Income Security Act, claims relating to the validity or enforcement of this Agreement, or other non-waivable claims.

10. Employee agrees, subject to any obligations he/she may have under applicable law, that he/she will not make or cause to be made any statements that disparage, are inimical to, or damage the reputation of the Employer or any of its affiliates, subsidiaries, agents, officers, directors or employees.

11. Employee agrees that he/she will not file, or permit to be filed in his/her name or on his/her behalf, any lawsuit in court based on any of the claims released in this Agreement against any of the persons or entities released in this Agreement. Employee further agrees that, although he/she has the right to file a charge with the Equal Employment Opportunity Commission, should he/she file such a charge, or should any charge, lawsuit, complaint or other claim be filed in his/her name or on his/her behalf with the Equal Employment Opportunity Commission or with any other administrative agency or organization, or in any other forum, against any of the persons or entities released herein, based upon any act or event released herein, he/she will not seek or accept any personal relief based upon such charge, lawsuit,

complaint or other claim, including but not limited to an award of monetary damages or reinstatement to his/her employment with Employer.

12. Employee hereby represents and acknowledges to Employer that (a) Employer has advised Employee in writing through this Agreement to consult with an attorney of his/her choosing and he/she has had the opportunity to do so before signing this Agreement; (b) Employee has the right to consider whether to sign this Agreement for up to 45 days after his/her receipt of it, although he/she need not take the entire 45-day period to consider whether to sign it; (c) Employee has seven (7) days after signing this Agreement in which to revoke it by delivering a written notice of such revocation to Chris Bonanducci, Senior Human Resources Director, 400 N. Broad Street, Philadelphia, PA 19130 (d) Employee has been informed as to (i) the group of individuals covered by Program, (ii) eligibility factors and applicable time limits for the Program, and (iii) the job titles and ages of individuals in Employee's job classification or organizational unit who are eligible for or selected to receive benefits under the Program, and the job titles and ages of individuals who are not eligible or not selected (in the form of Exhibit A, attached hereto); and (e) the consideration provided Employee under this Agreement is sufficient to support the releases provided by him/her under this Agreement and is greater than Employee would be entitled to receive if he/she did not sign this Agreement. Employee understands that Employer regards the representations made by him/her as material and that Employer is relying on these representations in entering into this Agreement. Employee acknowledges and agrees that the Employer's obligation to make payments or provide other benefits under this Agreement will not commence until the period for revocation has passed and this Agreement becomes irrevocable by Employee.

13. Employer and Employee agree that, to the full extent permissible by law, the terms of this Agreement shall be interpreted under and consistent with the laws of the Commonwealth of Pennsylvania and federal law and that to the full extent provided by law the federal and/or state courts within the Commonwealth of Pennsylvania shall have jurisdiction over any claims arising out of this Agreement.

14. If any court of competent jurisdiction shall hold invalid any part of this Agreement, then the court making such determination shall have the right to modify this Agreement and in its reduced form this Agreement shall be enforceable to the fullest extent permitted by law. If any provision or part of a provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect. This paragraph shall be interpreted to give the fullest possible effect to Employee's release of claims.

15. This document states the whole agreement between the Parties as to its terms and supersedes all prior or contemporaneous agreements, offers, representations, negotiations or discussions with respect to such subject matters. Any changes to this Agreement must be in writing and initialed or signed by both parties. Employee understands and acknowledges that in deciding whether to sign this Agreement, he/she is not relying on any promises, statements or representations, oral or written, other than those that are set forth expressly in this Agreement.

Employee declares that he/she has completely read, fully understands and voluntarily accepts the terms of this Agreement after complete consideration of all facts and legal claims.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date indicated below.

Witness: EMPLOYEE

Dated: _____ **[EMPLOYEE'S NAME]**
Dated: _____

Witness: PHILADELPHIA MEDIA NETWORK
NEWSPAPERS, LLC

Dated: _____ By: _____
Title: _____
Dated: _____

Witness: NEWSPAPER GUILD OF GREATER PHILADELPHIA
By: _____
Title: _____
Dated: _____
Dated: _____

EXHIBIT A		
DAILY NEWS - ELIGIBLE		
Age	Division	Title
81	Daily News	Reporter
77	Daily News	Columnist
71	Daily News	Desk Assistant
69	Daily News	Columnist
69	Daily News	Reporter
69	Daily News	Copy Editor
68	Daily News	Reporter
66	Daily News	Editorial Page Copy Chief
66	Daily News	Columnist
65	Daily News	Writing Reporter
65	Daily News	Desk Assistant
64	Daily News	Columnist
63	Daily News	Reporter
63	Daily News	Reporter
62	Daily News	Reporter
62	Daily News	Desk Assistant
61	Daily News	Copy Editor
61	Daily News	Paginator
60	Daily News	Assistant Sports Editor
60	Daily News	Sports Writer
60	Daily News	Sports Writer
59	Daily News	Night News Editor
58	Daily News	Assistant Sports Editor
58	Daily News	Asst. Features Editor
57	Daily News	Reporter
57	Daily News	Reporter
56	Daily News	Public Editor
56	Daily News	Desk Assistant
56	Daily News	Assistant City Editor
55	Daily News	Deputy Sports Editor
55	Daily News	Features Writer
55	Daily News	Color Lab Manager/Day Photo Editor
55	Daily News	Sports Writer
55	Daily News	Reporter
54	Daily News	Copy Editor
54	Daily News	Reporter
53	Daily News	Reporter
53	Daily News	Reporter
53	Daily News	Photographer
53	Daily News	Reporter
53	Daily News	Artist
53	Daily News	Columnist
53	Daily News	Night Photo Editor
53	Daily News	Columnist
52	Daily News	Reporter
52	Daily News	Reporter
52	Daily News	Reporter
50	Daily News	Artist

Age	Division	Title
50	Daily News	Writer/Editor
50	Daily News	Graphics Editor
50	Daily News	Columnist
50	Daily News	Copy Editor
49	Daily News	Copy Desk Chief
48	Daily News	Copy Editor
48	Daily News	Copy Editor
47	Daily News	Assistant Multi Media Editor
47	Daily News	Reporter
45	Daily News	Columnist
45	Daily News	Photographer
45	Daily News	Photographer
45	Daily News	Reporter
44	Daily News	Reporter
42	Daily News	Reporter
42	Daily News	Graphics Artist
42	Daily News	Reporter
41	Daily News	Reporter
41	Daily News	Reporter
41	Daily News	Photographer
40	Daily News	Reporter
40	Daily News	Reporter
38	Daily News	Deputy Photo Editor
38	Daily News	Reporter
37	Daily News	Photographer
37	Daily News	Copy Editor
34	Daily News	Reporter
33	Daily News	Assistant City Editor
32	Daily News	Reporter
32	Daily News	Columnist
31	Daily News	Reporter
29	Daily News	Assistant City Editor
29	Daily News	Reporter
29	Daily News	Reporter
29	Daily News	Reporter
29	Daily News	Copy Editor
27	Daily News	Reporter
26	Daily News	Reporter
25	Daily News	Reporter
23	Daily News	Reporter
23	Daily News	Reporter
23	Daily News	Reporter
22	Daily News	Reporter
DAILY NEWS - NON ELIGIBLE		
64	Daily News	Copy Editor
61	Daily News	Editorial Cartoonist
59	Daily News	Copy Editor
55	Daily News	Copy Editor
51	Daily News	Editorial Assistant
41	Daily News	Reporter
28	Daily News	Office Person

PHILADELPHIA MEDIA NETWORK NEWSPAPERS, LLC
Application For Newspaper Guild Local 10/CWA Local 38010
Voluntary Separation Program

Employee's Name: _____ Social Sec. No.: _____

Mailing Address: _____ Birth Date: _____

Hire Date: _____

I wish to apply for the Voluntary Separation Program offered by Philadelphia Media Network Newspapers, LLC (PMNN) and resign my employment on a date determined by the Company.

The terms and conditions of the program are set forth in the Announcement dated September 7, 2011. I acknowledge that I have received that Announcement and the sample copy of a Voluntary Separation Agreement and General Release I will be asked to sign if my application is approved.

If my application is approved and my death occurs before payment of the entire amount due under the terms described in the release, I authorize payment to my beneficiary, _____, or to my estate if my beneficiary pre-deceases me.

Finally, I understand that PMNN reserves the right to deny an individual's application based on the reasons set forth in the eligibility section of the program. The company intends to accept or reject offers as soon as possible after they are received but no later than September 30, 2011.

Signature of Applicant

Date

RETURN APPLICATION TO CHRIS BONANDUCCI, HUMAN RESOURCES FOR PROCESSING

Department Head Signature: _____

Human Resources Signature: _____

Approved Date: _____ Disapproved Date: _____