

# Exhibit A

## CLAIM FORM

**YOU MUST SUBMIT THIS CLAIM FORM BY [INSERT DATE] IN ORDER TO RECEIVE PAYMENT UNDER THIS SETTLEMENT.**

*GOOD MORNING TO YOU PRODUCTIONS CORP., et al. v. WARNER/CHAPPELL MUSIC, INC., et al.*, Lead Case No. CV 13-04460-GHK (MRWx) (C.D. Cal. Western Division)

### INSTRUCTIONS

1. In order for a Settlement Class Member to receive a payment and participate in this Settlement, the Settlement Class Member or an authorized representative of such Settlement Class Member must properly complete all pages of this Claim Form, submit valid documentation of the Licensing Costs being claimed, and return the entire form electronically, by facsimile, or by U.S. mail, to the Settlement Administrator no later than [insert the date]:

<b>Electronically</b>	<b>By Facsimile</b>	<b>By U.S. Mail</b>
Happy Birthday Lawsuit Settlement Rust Consulting, Inc. [Email] <a href="http://www.happybirthdaylawsuit.com">http://www.happybirthdaylawsuit.com</a>	Happy Birthday Lawsuit Settlement Rust Consulting, Inc. [ADDRESS] [CITY, STATE ZIP] [Fax Number]	Happy Birthday Lawsuit Settlement Rust Consulting, Inc. [ADDRESS] [CITY, STATE ZIP]

2. Under the Settlement Agreement—which contains the definitions of capitalized terms used in this Claim Form—a Settlement Class Member is defined as a Person who satisfies the following definition (and who does not submit a timely and valid exclusion request):

(a) all Persons who, at any time since September 3, 1949, directly paid Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) for each such Person's use of the Song;

(b) all Persons who, at any time since September 3, 1949, directly paid HFA, Alfred or Faber as agents for Defendants or their predecessors-in-interest for each such Person's use of the Song; or

(c) the American Society of Composers and Songwriters (ASCAP), foreign collecting societies (such as, for example, SACEM and GEMA), and any other Person who at any time since September 3, 1949 has issued blanket licenses covering the Song, but only for the amounts allocated to the Song by such Persons and directly paid to Defendants or their predecessors-in-interest (or either's Affiliates) pursuant to such blanket licenses; or

(d)(i) digital rights aggregation services (such as, for example, Music Reports, Inc.), (ii) foreign sub-publishers (such as, for example, EMI Music Publishing Ltd.), and (iii) Persons not enumerated in sub-paragraph (b), (c), or items (i)-(ii) of this sub-paragraph (d) who directly paid Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) on behalf of other Persons for such other Persons' use of the Song at any time since September 3, 1949, but only to the extent that the Persons listed in items (i)-(iii) of this sub-paragraph (d) directly paid Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) amounts that were comprised of payments by or on behalf of other Persons for such other Persons' use of the Song.

In the case of payments referenced in sub-paragraphs (c) and (d), the Persons enumerated in sub-paragraphs (c) and (d) who made the direct payments to Defendants Intervenors, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) are part of the Settlement Class, whereas the Persons on whose behalf such Persons obtained the rights to use the Song (whether through a blanket license or otherwise) are *not* part of the Settlement Class.

For purposes of this definition, the term “directly paid” includes payments made by a Person’s accountant, attorney, business manager or similar agent acting for such Person solely in the capacity of remitting payment and not for the purpose of providing licensing services to other Persons. In the case of a direct payment by a Person’s accountant, attorney, business manager or similar agent as described in the preceding sentence, said Person on whose behalf the payment is made is the Person in the Settlement Class (subject to all other requirements of this definition), and that Person’s accountant, attorney, business manager or similar agent as described in the preceding sentence is not in the Settlement Class by virtue of that payment.

Excluded from the Settlement Class are the following: (I) Defendants, their Affiliates, and HFA, and their respective officers, directors and employees; (II) Intervenors, their subsidiaries, and Affiliates and their respective officers, directors, employees; and (III) Class Counsel, Defendants’ Counsel, and Intervenors’ Counsel. For the avoidance of doubt, Alfred and Faber are part of the Settlement Class under sub-paragraph (a) with respect to their own direct licenses of the Song from Defendants or their predecessors-in-interest (or either’s Affiliates), but only the sub-licensees of Alfred and Faber are part of the Settlement Class under sub-paragraph (b).

3. If you (or the Person on whose behalf you are submitting this Claim Form, if applicable) do not satisfy the definition above, which is set forth in Section 1.53 of the Settlement Agreement, then you (or the Person on whose behalf you are submitting this Claim Form) are not a member of the Settlement Class and are not entitled to receive payment from the Settlement Administrator.
4. A Settlement Class Member may submit only one Claim Form for *all* of its Period One Licensing Costs and for *all* of its Period Two Licensing Costs. Please be sure to include *all* the Settlement Class Member’s Period One Licensing Costs and *all* the Settlement Class Member’s Period Two Licensing Costs on this Claim Form.
5. Any Claim Form that is not received electronically or by facsimile, or is not post-marked by U.S. mail, on or before [insert the date], or is not signed and dated by the Settlement Class Member (or an authorized representative of such Settlement Class Member, if applicable) under penalty of perjury, or does not contain valid documentation of Licensing Costs (e.g., copies of receipts, email or letter confirmations, executed licenses, pursuant to Sections 3.2.4 and 3.2.5 of the Settlement Agreement), shall *not* constitute a valid claim, and payment may be denied unless otherwise ordered by the Court. The Settlement Administrator may follow up with you (or the Settlement Class Member on whose behalf you are submitting this Claim Form, if applicable) for additional information, but it is not obligated to do so. For more information on the Settlement and how payments will be calculated, as well as the rights of Settlement Class Members in connection with the Settlement, please see the Notice of Proposed Class Action Settlement and the Settlement Agreement, which are available online at <http://www.happybirthdaylawsuit.com>.

6. DO NOT MAIL OR DELIVER THE COMPLETED CLAIM FORM TO THE COURT, THE PARTIES TO THIS ACTION, OR THEIR COUNSEL. Submit the Claim Form ONLY to the Settlement Administrator in the manner set forth above.
7. FOR RECORD KEEPING PURPOSES, YOU SHOULD MAKE AND RETAIN A COPY OF THE SIGNED CLAIM FORM UNTIL PAYMENT FROM THE SETTLEMENT ADMINISTRATOR IS RECEIVED.
8. CHANGE OF ADDRESS: It is your responsibility to keep on file with the Settlement Administrator the current address of the Settlement Class Member. This is the address that will be used to mail payment and tax forms. If you are submitting this Claim Form on behalf of a Settlement Class Member, it is also your responsibility to keep on file with the Settlement Administrator your current address. Please make sure to notify the Settlement Administrator of any change to the Settlement Class Member's address and of any change to your address (again, if you are submitting this Claim Form on behalf of a Settlement Class Member).

**PART I: SETTLEMENT CLASS MEMBER INFORMATION**

\_\_\_\_\_  
Name of Settlement Class Member (*i.e.*, the Person who made a direct payment to Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) or HFA, Alfred or Faber as defined above and in Section 1.53 of the Settlement Agreement)

\_\_\_\_\_  
Settlement Class Member's Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

(\_\_\_\_) \_\_\_\_\_  
Telephone No. (Day)

(\_\_\_\_) \_\_\_\_\_  
Telephone No. (Night)

\_\_\_\_\_  
Settlement Class Member's Email Address

**OR**

\_\_\_\_\_  
Settlement Class Member's  
Social Security Number  
(for individuals)

\_\_\_\_\_  
Settlement Class Member's  
Taxpayer Identification Number  
(for estates, trusts, corporations, etc.)

\_\_\_\_\_  
**If Applicable:** Name(s) of the Person(s) on Whose Behalf the Settlement Class Member Made Direct Payment(s) to Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) or HFA, Alfred or Faber. *Please attach additional pages as necessary.*

\_\_\_\_\_  
**If Applicable:** Name of Person Submitting this Claim Form as the Authorized Representative of a Settlement Class Member

\_\_\_\_\_  
Street Address of Authorized Representative

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

(\_\_\_\_) \_\_\_\_\_  
Telephone No. (Day)

(\_\_\_\_) \_\_\_\_\_  
Telephone No. (Night)

\_\_\_\_\_  
Email Address of Authorized Representative

**PART II: PERIOD ONE PAYMENT INFORMATION**

LIST **ALL** SETTLEMENT CLASS MEMBER’S DIRECT PAYMENTS TO DEFENDANTS, INTERVENORS, EITHER OF THEIR AFFILIATES, HFA, ALFRED OR FABER FOR USE OF THE SONG ON OR AFTER JUNE 13, 2009:

<b>Date of Payment (chronologically) Month/day/year</b>	<b>Amount of Payment</b>	<b>Person or Entity Making Payment</b>	<b>Entity to Whom Payment Was Made</b>	<b>Person or Entity on Whose Behalf Payment Was Made</b>	<b>Description of Documentation of Payment</b>
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				

Please attach additional pages as necessary. **You must submit valid documentation of Licensing Costs** (e.g., copies of receipts, email or letter confirmations, executed licenses, pursuant to Sections 3.2.4 and 3.2.5 of the Settlement Agreement) with this Claim Form.

**PART III: PERIOD TWO PAYMENT INFORMATION**

LIST **ALL** SETTLEMENT CLASS MEMBER'S DIRECT PAYMENTS TO DEFENDANTS, INTERVENORS, ANY OF THEIR PREDECESSORS-IN-INTEREST (OR ANY OF THE AFFILIATES OF ANY OF THE FOREGOING), HFA, ALFRED OR FABER FOR USE OF THE SONG **BEFORE JUNE 13, 2009**:

<b>Date of Payment (chronologically) Month/day/year</b>	<b>Amount of Payment</b>	<b>Person or Entity Making Payment</b>	<b>Entity to Whom Payment Was Made</b>	<b>Person or Entity on Whose Behalf Payment Was Made</b>	<b>Description of Documentation of Payment</b>
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				

Please attach additional pages as necessary. **You must submit valid documentation of Licensing Costs** (e.g., copies of receipts, email or letter confirmations, executed licenses, pursuant to Sections 3.2.4 and 3.2.5 of the Settlement Agreement) with this Claim Form.

**PART III: SUBSTITUTE FORM W-9**

(You must provide the requested information here even if you have already provided the same or similar information in the Settlement Class Member Identity section of this Claim Form. This information is required in order to receive payment under the Settlement.)

Enter taxpayer identification number below for the Settlement Class Member (*i.e.*, the Person who made a direct payment to Defendants or their predecessors-in-interest (or either's Affiliates) or HFA, Alfred or Faber as defined above and in Section 1.53 of the Settlement Agreement). For most individuals, this is the individual's Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If this information is not provided, the Settlement Class Member's claim may be rejected.

\_\_\_\_\_ **OR** \_\_\_\_\_  
Settlement Class Member's Social Security Number (for individuals) Settlement Class Member's Taxpayer Identification Number (for estates, trusts, corporations, etc.)

Check Which Of the Following Describes the Settlement Class Member:

Individual  Corporation  Trust  Estate  IRA Account  Other (specify)

**PART IV: CERTIFICATION OF SETTLEMENT CLASS MEMBER**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I (we) certify that, if I am (we are) acting as the representative for a Settlement Class Member, I am (we are) currently authorized to act on behalf of the Settlement Class Member.

Signature of Settlement Class Member or Authorized Representative of such Settlement Class Member \*:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*If the person executing this Claim Form is acting in a representative capacity, evidence of such person's current authority to act on behalf of the Settlement Class Member must be submitted with this Claim Form (e.g., proof of power of attorney).

**ACCURATE CLAIMS PROCESSING TAKES  
A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please complete the Substitute W-9 and sign the above Certification.
2. Make sure you have enclosed valid documentation of Licensing Costs (*e.g.*, copies of receipts, email or letter confirmations, executed licenses, pursuant to Sections 3.2.4 and 3.2.5 of the Settlement Agreement).
3. Keep a copy of the completed Claim Form for record-keeping purposes.
4. If you desire an acknowledgment of receipt of this Claim Form, please send it Certified Mail Return Receipt Requested.
5. If you move after submitting your Claim Form, please send your new address to the Settlement Administrator. If you are submitting this Claim Form on behalf of the Settlement Class Member and that Settlement Class Member moves after this Claim Form is submitted, please send that Settlement Class Member's new address to the Settlement Administrator.

# Exhibit B

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION  
AND FINAL APPROVAL HEARING AND CLAIM FORM**

*GOOD MORNING TO YOU PRODUCTIONS CORP., et al. v. WARNER/CHAPPELL MUSIC, INC., et al.* Lead Case No. CV 13-04460-GHK (MRWx) (C.D. Cal. Western Division)

**ATTENTION: If you satisfy the following definition (capitalized terms are defined in the Settlement Agreement, as explained below), you are a member of the Settlement Class and you may be entitled to a payment from a class action Settlement:**

(a) all Persons who, at any time since September 3, 1949, directly paid Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) for each such Person's use of the Song;

(b) all Persons who, at any time since September 3, 1949, directly paid HFA, Alfred or Faber as agents for Defendants or their predecessors-in-interest for each such Person's use of the Song; or

(c) the American Society of Composers and Songwriters (ASCAP), foreign collecting societies (such as, for example, SACEM and GEMA), and any other Person who at any time since September 3, 1949 has issued blanket licenses covering the Song, but only for the amounts allocated to the Song by such Persons and directly paid to Defendants or their predecessors-in-interest (or either's Affiliates) pursuant to such blanket licenses; or

(d)(i) digital rights aggregation services (such as, for example, Music Reports, Inc.), (ii) foreign sub-publishers (such as, for example, EMI Music Publishing Ltd.), and (iii) Persons not enumerated in sub-paragraph (b), (c), or items (i)-(ii) of this sub-paragraph (d) who directly paid Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) on behalf of other Persons for such other Persons' use of the Song at any time since September 3, 1949, but only to the extent that the Persons listed in items (i)-(iii) of this sub-paragraph (d) directly paid Defendants, Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) amounts that were comprised of payments by or on behalf of other Persons for such other Persons' use of the Song.

In the case of payments referenced in sub-paragraphs (c) and (d), the Persons enumerated in sub-paragraphs (c) and (d) who made the direct payments to Defendants Intervenor, any of their predecessors-in-interest (or any of the Affiliates of any of the foregoing) are part of the Settlement Class, whereas the Persons on whose behalf such Persons obtained the rights to use the Song (whether through a blanket license or otherwise) are *not* part of the Settlement Class.

For purposes of this definition, the term "directly paid" includes payments made by a Person's accountant, attorney, business manager or similar agent acting for such Person solely in the capacity of remitting payment and not for the purpose of providing licensing services to other Persons. In the case of a direct payment by a Person's accountant, attorney, business manager or similar agent as described in the preceding sentence, said Person on whose behalf the payment is made is the Person in the Settlement Class (subject to all other requirements of this definition), and that Person's accountant, attorney, business manager or similar agent as described in the preceding sentence is not in the Settlement Class by virtue of that payment.

Excluded from the Settlement Class are the following: (I) Defendants, their Affiliates, and HFA, and their respective officers, directors and employees; (II) Intervenor, their subsidiaries, and

Affiliates and their respective officers, directors, employees; and (III) Class Counsel, Defendants' Counsel, and Intervenor's Counsel. For the avoidance of doubt, Alfred and Faber are part of the Settlement Class under sub-paragraph (a) with respect to their own direct licenses of the Song from Defendants or their predecessors-in-interest (or either's Affiliates), but only the sub-licensees of Alfred and Faber are part of the Settlement Class under sub-paragraph (b).

**Your rights may be affected by this Settlement. PLEASE READ THIS ENTIRE NOTICE CAREFULLY.**

*A Federal Court has authorized this notice. This is not a solicitation from a lawyer.*

- The Plaintiffs allege that Defendants do not own a copyright to the Song's words or music. In Plaintiffs' Fifth Amended Complaint, they have asserted claims for: (1) a declaratory judgment; (2) injunctive relief and damages; (3) violations of California's Unfair Competition Law; (4) breach of contract; (5) money had and received; (6) rescission; and (7) violation of California's False Advertising Law.
- The Defendants deny the Plaintiffs' allegations and contend they do own a copyright to the Song's words and music. Two other companies, the Association for Childhood Education International and the Hill Foundation, Inc. ("Intervenor's"), recently claimed that if the Defendants do not own a copyright to the Song's words and music, then the Intervenor's do.
- To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, the Parties have concluded that it is in their respective best interests to resolve and settle the action by entering into this Settlement.
- The Defendants and the Intervenor's have agreed, after the Court approves the Settlement and the approval is affirmed on appeal or is not timely appealed, to relinquish their ownership claims to the Song and all their rights to the Song, and not to claim to own, or represent that they own, a federal or common law copyright in the Song or charge any fee for use of the Song. The Defendants and the Intervenor's have also agreed that, after the Court approves the Settlement and the approval is affirmed on appeal or is not timely appealed, all of their rights to the Song will be in the public domain. Finally, the Defendants and the Intervenor's have agreed not to oppose the Plaintiffs' request that the Final Judgment and Order include a declaration that, after the approval of the Settlement is affirmed on appeal or is not timely appealed, the Song will be in the public domain.
- In addition, the Defendants have agreed to make available up to \$14 million for the payment of (1) authorized claims of Settlement Class Members who timely submit a valid Claim Form, on the terms described below, (2) Settlement Administration and Notice Expenses of up to \$100,000, and (3) any award to Plaintiffs' Counsel for their attorneys' fees and costs and any awards to Plaintiffs for their service to the Settlement Class.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM</b>	Submit a Claim Form to the Settlement Administrator, electronically, by facsimile, or by U.S. mail by <b>[INSERT CLAIMS DEADLINE]</b> and you will receive the payment amount described below, subject to applicable taxes and withholdings. By doing so, you will be bound by the Settlement and release all claims against the Defendants and certain others as described below.

<b>DO NOTHING</b>	If you do nothing, you will not receive any payment, but you will still release your claims against Defendants and certain others as described below. <b>In order to receive a payment, you must submit a Claim Form.</b>
<b>EXCLUDE YOURSELF</b>	Exclude yourself from the Settlement. If you paid Defendants to use the Song at any time since September 3, 1949, this is the only option that allows you to bring your own lawsuit or to be part of any other lawsuit against the Defendants asserting the claims that were or could have been asserted in Plaintiff's Fifth Amended Complaint. You will not receive any payment under the Settlement. <i>If you exclude yourself from the Settlement, you will not be entitled to receive any payment from the Settlement Fund.</i>
<b>OBJECT</b>	Write to the Court about why you don't like the Settlement. If you object in writing, you may also ask to speak in Court about the fairness of the Settlement. You may only appear in Court to speak about the fairness of the Settlement if you file a timely written objection to the Settlement and do not exclude yourself from the Settlement. If you exclude yourself from the Settlement, you may not object.

**DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS. THE COURT WILL NOT ANSWER ANY OF YOUR QUESTIONS.**

### **BASIC INFORMATION**

This Notice summarizes the lawsuit, the Settlement, your legal rights, and what benefits are available. More details and the definition of capitalized terms used in this Notice are in the Settlement Agreement. If there is any conflict between this Notice and the terms of the Settlement Agreement or the Court's order approving the Settlement Agreement, the Settlement Agreement and Court's Orders will control. You can view a copy of the Settlement Agreement and other key documents in this case at the following web address: <http://www.happybirthdaylawsuit.com>. You can also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

#### **1. Why did I get this notice?**

The Defendants' or HFA's records indicate that you paid one or more of them for use of the Song at some time since September 3, 1949. The Court has ordered that you be sent this notice because you have a right to know about a proposed Settlement of a class action, and about all of your options, before the Court decides whether to finally approve the Settlement. If the Court finally approves the Settlement and the approval is affirmed on appeal or is not timely appealed, payments will be mailed to Settlement Class Members who submit valid Claim Forms in a timely manner and who do not exclude themselves from the Settlement Class, as set forth in the Settlement Agreement and herein.

The Parties who filed this lawsuit are called the "Plaintiffs." Warner/Chappell Music, Inc. and Summy-Birchard Inc. are called the "Defendants." The Association for Childhood Education International and the Hill Foundation, Inc. are called the "Intervenors."

**2. What is this lawsuit about?**

The Plaintiffs allege that the Defendants and the Intervenors do not own, and never owned, a copyright to the Song’s words and music. The Plaintiffs have asserted claims that the Defendants must reimburse everyone who has paid for the Song since September 3, 1949. The claims that are subject to this Settlement are identified in Plaintiff’s Fifth Amended Complaint and in the Settlement Agreement. To the extent this summary conflicts with the Fifth Amended Complaint or the Settlement Agreement, the claims identified in the Settlement Agreement control. You may review the Settlement Agreement, the Fifth Amended Complaint, and Court’s order preliminarily approving of the Settlement on the Settlement website at <http://www.happybirthdaylawsuit.com>. You may also access the Court docket in this case—which contains a more complete chronology of this lawsuit than that provided in this abbreviated summary—through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

The Defendants believe that they own a valid copyright to the Song’s words and music. They deny all of the allegations of wrongdoing, fault, or liability in Plaintiff’s Fifth Amended Complaint and deny that they have acted improperly as alleged. The Intervenors believe that if the Defendants do not own a valid federally registered copyright in the Song, then Intervenors own either the federally registered copyright or a common law copyright in the Song.

This lawsuit has been actively litigated since it was filed, and the Parties have participated in discovery. On September 22, 2015, the Court entered partial summary judgment in favor of the Plaintiffs and against the Defendants, finding that the Defendants do not own, and never owned, a copyright to the Song’s lyrics. The Defendants moved for reconsideration of that ruling. The Court scheduled a trial on whether anyone else owns or ever owned such a copyright. Before trial commenced or the Court ruled on the Defendants’ motion for reconsideration, the Parties exchanged detailed information about the claims, defenses, and alleged damages at issue for the purposes of Settlement. Following an all-day mediation session with an independent and experienced mediator, and extensive additional arm’s-length Settlement negotiations, the Parties reached this Settlement.

On **[INSERT DATE]**, the Court granted preliminary approval of the Settlement and ordered that this Notice be sent to all Settlement Class Members.

**3. What is a class action?**

In a class action, one or more people, called the “Named Plaintiffs” or “Class Representatives,” sue on behalf of others who have similar claims. The people together are a “Settlement Class” or “Class Members.” The individual who originally filed the lawsuit is called the Plaintiff. One court will resolve the issues for everyone in the Settlement Class – except for those who choose to exclude themselves from the Settlement Class. For purposes of settling this case, the Parties have agreed to have the Court treat the case as a class action.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Both sides believe they would have prevailed in the case, but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get

compensation. The Class Representative and the attorneys think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is in the Settlement?

You are automatically a member of the Settlement Class if: (1) you do not exclude yourself from the Settlement Class; and (2) you satisfy the definition of the Settlement Class, which is set forth on Pages 1-2 above and in Section 1.53 of the Settlement Agreement.

If the Court grants final approval of the settlement and you timely and properly return a valid Claim Form as set forth herein, you will receive a settlement payment as described herein.

### 6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can contact the Settlement Claims Administrator as follows:

Happy Birthday Lawsuit Settlement  
Rust Consulting, Inc.  
[CITY, STATE ZIP]  
[PHONE]  
[FAX]  
[EMAIL]

## WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?

### 7. What benefits does the Settlement provide? What will I get?

The Settlement provides two benefits: *First*, the Defendants and the Intervenor have agreed, after the Court approves the Settlement and the approval is affirmed on appeal or is not timely appealed: (1) to relinquish their ownership claims to the Song and all their rights to the Song, (2) not to claim to own, or represent that they own, a federal or common law copyright in the Song or charge any fee for use of the Song, and (3) that all of their rights to the Song will be in the public domain. Also, the Defendants and the Intervenor have agreed not to oppose the Plaintiffs' request that the Final Judgment and Order include a declaration that, after the approval is affirmed on appeal or is not timely appealed, the Song will be in the public domain.

*Second*, the Defendants have agreed to make available up to \$14 million for: (1) the payment of Authorized Claims of Settlement Class Members who timely submit a valid Claim Form, (2) Settlement Administration and Notice Expenses of up to \$100,000, and (3) any award to Plaintiffs' Counsel for their attorneys' fees and costs and awards to Plaintiffs for their service to the Settlement Class. The payment of these items and the formula for payment of the authorized claims are described below:

- The Settlement Fund shall cover the first \$100,000 of notice and administrative expenses. The Defendants will pay all additional notice and administrative expenses separately, which will not be deducted from the \$14 million Settlement Fund.

- The Settlement Fund shall also cover payments to Plaintiffs' Counsel for their attorneys' fees and costs and payment to Plaintiffs for their service to the Settlement Class. The amount remaining after these payments, called the Net Settlement Fund, will be made available for payment to Settlement Class Members who timely submit valid Claim Forms based on the amount they paid and when they paid to use the Song, as follows:

(1) Up to \$6,250,000 of the Net Settlement Fund will first be made available to pay the claims of Settlement Class members who paid to use the Song *on or after June 13, 2009* (called the "Period One Settlement Claims"). Settlement Class members who timely submit valid claims for their Period One Licensing Costs will be paid in full on their claims ("Authorized Period One Claims"), unless such payment would exhaust the entire \$6,250,000, in which case all Authorized Period One Claims will be reduced on a *pro rata* basis as necessary to allocate a total of \$6,250,000 of the Net Settlement Fund to the payment of Authorized Period One Claims. Any portion of the \$6,250,000 remaining after all Authorized Period One Claims are paid in full will be available to pay Period Two Settlement Claims.

(2) The remainder of the Net Settlement Fund will be made available to pay the claims of Settlement Class members who paid to use the Song *prior to June 13, 2009* (called the "Period Two Settlement Claims"). Settlement Class members who timely submit valid claims for their Period Two Licensing Costs will be paid fifteen percent (15%) of their claims ("Authorized Period Two Claims"), unless such payment would exceed the remainder of the Net Settlement Fund, in which case all Authorized Period Two Claims will be reduced on a *pro rata* basis as necessary not to exceed the amount remaining in the Net Settlement Fund after all Authorized Period One Claims are paid.

The basis for the differentiation in the claims listed above is that the Period Two Settlement Claims are subject to additional defenses under the applicable federal and state statute of limitations. These defenses are not available to the Period One Settlement Claims.

## **8. How much will my payment be?**

It is impossible to know with certainty how much each Settlement Class Member's payment will be because the final calculation depends upon the number and size of timely and valid Claim Forms submitted. However, Settlement Class Members are expected to receive proportionately more for their Period One Settlement Claims than for their Period Two Settlement Claims. If the total amount of Period One Claims is equal to or less than \$6,250,000, then the Period One Settlement Claims will be paid in full. If all Settlement Class Members timely submit valid Period One Settlement Claims, they will receive approximately 57% of their Period One Settlement Claims after payment of administrative expenses, attorneys' fees and costs, and the Plaintiffs' incentive compensation awards. Settlement Class Members are expected to receive a lower percentage of their Period Two Settlement Claims.

These payment amounts are estimates. The actual amounts will depend upon the number of Settlement Class Members who make claims under the Settlement, the actual amount of such claims, the administrative expenses, attorneys' fees and costs, and the Plaintiffs' incentive payments that are awarded by the Court.

## HOW YOU GET SETTLEMENT BENEFITS

### 9. How can I get my payment?

**In order to receive a payment under the Settlement identified in Paragraph 7, you must submit a valid Claim Form** electronically, by facsimile, or by U.S. mail by **[INSERT CLAIMS DEADLINE]**. If you timely submit a valid Claim Form, you will be sent a settlement check if and when the Court approves the Settlement, and after all appeals have been exhausted. **If you do not submit a Claim Form or choose to exclude yourself from the Settlement Class, then you will not receive any payment.**

### 10. When will I get my payment?

The Court currently is scheduled to hold a hearing on **[date]**, at **[time]** at the United States District Court for the Central District of California, 255 East Temple Street, Los Angeles, CA 90012-3332, in Courtroom 650 to determine whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals after that. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient. You may check the website at <https://happybirthdaylawsuit.com> for updated information on the status of the Settlement.

### 11. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself (as explained in Paragraph 12 below), you will remain in the Settlement Class. This means that, for example, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants for any of the claims related to the Song's copyright that were or could have been asserted in the Fifth Amended Complaint covered by the Settlement Agreement. You may view the Settlement Agreement and Fifth Amended Complaint on the settlement website at <http://happybirthdaylawsuit.com> or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

If you do not exclude yourself, all of the Court's orders will apply to you and legally bind you. By remaining a Settlement Class Member and not opting out, if the Court grants final approval of the settlement, you will, for example, release Defendants from any claims that you may have regarding payment for use of the Song at any time since September 3, 1949. Even if you discover facts in addition to or different from those which you now know or believe to be true with respect to your claims against the Defendants covered by the Settlement Agreement, upon the Court's Final Approval of the Settlement, you shall be deemed to have fully, finally, and forever settled and released any and all of such claims. When claims are "released," that means that a person covered by the release cannot sue the released parties for any of the claims that are covered by the release, as set forth in the Settlement Agreement. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

This Notice is only a summary. The specific claims that you are giving up against the Defendants and Intervenor are described in detail in the Settlement Agreement. You will be “releasing” Defendants and Intervenor and all related entities (the “Released Parties”) as described in the Settlement Agreement.

*Because the Settlement Agreement describes the Released Claims and Released Parties with specific descriptions, you should read it carefully.* If you have any questions, you can talk to Class Counsel listed in Paragraph 23 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do *not* want to be bound by this Settlement and do *not* want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own for the claims asserted in the Fifth Amended Complaint, then you must take affirmative steps to get out. This is called excluding yourself from, or is sometimes referred to as “opting out” of, the Settlement Class.

### **12. What do I do if I do not want to be bound by the Settlement?**

To exclude yourself from the Settlement Class, you must send a letter by U.S. mail that includes the words, “I opt out of the Happy Birthday Litigation Settlement Class.” You must include your name, address, email address (if applicable), phone number and signature; the date(s) of all direct payment(s) to Defendants or Defendants’ predecessors-in-interest or either’s Affiliates or HFA, Alfred or Faber for use of the Song, and the dollar amount(s) paid to Defendants or Defendants’ predecessors-in-interest or either’s Affiliates or HFA, Alfred or Faber for use of the Song; and a statement that you wish to be excluded from the Settlement Class. Your exclusion request must be postmarked no later than [INSERT OBJECTION/EXCLUSION DEADLINE] and must be mailed to:

Happy Birthday Lawsuit Settlement  
Rust Consulting, Inc.  
[CITY, STATE ZIP]  
[PHONE]  
[FAX]  
[EMAIL]

If you ask to be excluded, you may *not* submit a Claim Form, you will *not* get any Settlement payment, and you *cannot* object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may also be able to sue (or continue to sue) the Defendants in the future about some of the legal issues in this case. If you wish to exclude yourself in order to file an individual lawsuit against the Defendants, you should speak to a lawyer as soon as possible because your claims are subject to a statute of limitations, which means that they may have expired or will expire on a certain date.

### **13. If I don’t exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any rights to sue the Defendants for the same or similar claims in this case. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if this settlement will affect your other case. Please review a complete description of all Released

Claims and Released Parties set forth in the Settlement Agreement at <http://happybirthdaylawsuit.com>. Remember, the exclusion deadline is [INSERT OBJECTION/EXCLUSION DEADLINE].

**14. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you will *not* receive any money from this lawsuit. However, if you exclude yourself from this lawsuit, you may be able file suit on your own or continue to prosecute your own case against the Defendants regarding these same claims.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in this case?**

The law firms of Wolf Haldenstein Adler Freeman & Herz LLP (“Wolf Haldenstein”); Randall S. Newman PC; Hunt, Ortmann, Palffy, Nieves, Darling & Mah, Inc.; Donahue Fitzgerald, LLP; and Glancy Prongay & Murray, LLP have been representing the class as Plaintiffs’ Counsel. Wolf Haldenstein has been Lead Class Counsel. You will not be charged any fees by these lawyers. You do not need to retain your own attorney in order to participate as a Settlement Class Member. If you opt out of the Settlement Class and want to be represented by your own lawyer, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Plaintiffs’ Counsel will ask the Court to approve payment of up to \$4,620,000 of the Settlement Fund for attorneys’ fees and to approve reimbursement of their reasonable out-of-pocket costs, excluding the cost of the settlement notice and administration, up to \$400,000. On [INSERT DATE], Plaintiffs’ Counsel will file a petition requesting that the Court approve the payment of reasonable attorneys’ fees and costs. These fees will compensate Plaintiffs’ Counsel for investigating the facts, litigating the case, and negotiating the Settlement. The first \$100,000 of the cost for settlement administration will also come from the Settlement Fund. The Court may award less than these amounts.

Plaintiffs’ Counsel will also ask the Court to approve a payment of \$15,000 to one of the Plaintiffs and \$10,000 to each of the other three Plaintiffs in recognition of the risks and burdens they took and their service to the Class to aid in the investigation and prosecution of the case.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

**17. How do I tell the Court that I don’t like the settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you wish to challenge any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Please note, however, that you cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is presented. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object, you must send a letter by U.S. mail saying that you object to the settlement in *Good Morning to You Productions Corp. v. Warner/Chappell Music, Inc., et al.*, Lead Case No. CV 13-04460-GHK (MRWx) (C.D. Cal. Western Division). Be sure to include this case name and number in your letter. Be sure to also include your name, address, telephone number, the date(s) of your payments to Defendants for the Song, your signature, and the reasons you object to the settlement. To be considered, you must mail any objection to these four different places:

<b>To the Court</b> Clerk of the Court U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA 255 East Temple Street Los Angeles, CA 90012-3332	<b>To the Plaintiffs' Counsel</b> WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP Attn: Betsy C. Manifold, Esq. 750 B Street, Suite 2770 San Diego, CA 92101
<b>To the Defendants' Counsel</b> MUNGER, TOLLES & OLSEN LLP Attn: Adam I. Kaplan, Esq. 560 Mission Street San Francisco, CA 94105	<b>To the Intervenor's Counsel</b> WHITEFORD TAYLOR PRESTON LLP Attn: Steven E. Tiller, Esq. 7 St. Paul Street Baltimore, MD 21202

Your letter must be postmarked no later than **[INSERT EXCLUSION DATE]**.

**18. What's the difference between objecting and excluding?**

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

**THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a Final Approval hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. If you wish to bring anything to the Court's attention about the Settlement, you should provide it in writing according to Paragraph 17 above.

**19. When and where will the Court decide whether to approve the settlement?**

The Court is presently scheduled to hold a Final Approval hearing on **[DATE]** at **[TIME]**, at the United States District Court for the Central District of California, Courtroom 650, 255 East Temple Street Los Angeles, CA 90012-3332. Please note that the hearing may be postponed or canceled without further notice to the Class. Thus, if you plan to attend the hearing, you should check the website at <http://happybirthdaylawsuit.com> or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Plaintiffs' Class and how much incentive compensation to award the Plaintiffs for their efforts in litigating this

case and achieving this Settlement. After the Final Approval hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**20. Do I have to come to the hearing?**

No. Plaintiffs' Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary for you to do so.

**21. May I speak at the hearing?**

If you timely file an objection to the Settlement, you may ask the Court for permission to speak at the Final Approval hearing. To do so, you must include the words "I intend to appear at the Final Approval hearing" in your written objection, which must be filed according to the procedure described in Paragraph 17 above. Your comments at the Final Approval Hearing will be limited to those reasons that are included in your written objection. You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

**GETTING MORE INFORMATION**

**22. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. If there is any discrepancy between this Notice and the Settlement Agreement or the Court's order granting preliminary approval, the Settlement Agreement or Court's order will control. You can review a copy of the Settlement Agreement or Court's Order granting preliminary approval at website at <http://happybirthdaylawsuit.com> or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

**23. How do I get more information?**

If you have other questions about the settlement, you can contact the Claims Administrator, or Class and Collective Counsel at the addresses and/or telephone numbers below:

Happy Birthday Lawsuit Settlement  
Rust Consulting, Inc.  
[CITY, STATE ZIP]  
[PHONE]  
[FAX]  
[EMAIL]

Or

Betsy C. Manifold, Esq.  
WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP  
750 B Street, Suite 2770

San Diego, CA 92101  
Tel: (619) 239-4599

**DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS.  
THE COURT WILL NOT ANSWER ANY OF YOUR QUESTIONS.**

DATED: [Insert Date of Mailing]

# Exhibit C

**TO: Everyone who directly paid Warner/Chappell Music, Inc., Summy-Birchard Inc., the Association for Childhood Education International, the Hill Foundation, Inc., any of their predecessors-in-interest, or any of the affiliates of any of the foregoing to use *Happy Birthday to You* (the “Song”) at any time since September 3, 1949, on their own behalf, on behalf of any other person or entity, or both; and everyone who directly paid the Harry Fox Agency, Alfred Music, Inc., or Faber Music Ltd., for use of the Song (jointly, the “Settlement Class”) (If you paid only ASCAP, a foreign collecting society, a digital rights aggregation service, or a foreign sub-publisher, you are not part of the Settlement Class):**

YOU ARE HEREBY NOTIFIED that a proposed settlement has been reached in the class action captioned *Good Morning to You Productions Corp. v. Warner/Chappell Music, Inc., et al.*, Lead Case No. CV 13-04460-GHK (MRWx) (C.D. Cal. Western Division) (the “Action”). A hearing will be held on [insert date], at [insert time] before the Hon. George H. King, at the United States District Court for the Central District of California, Courtroom 650, 255 East Temple Street Los Angeles, CA 90012-3332. The purpose of the hearing is for the Court to determine, among other things: (1) whether the proposed settlement of the claims asserted in the Action should be approved by the Court as fair, reasonable and adequate; (2) whether the Action should be dismissed with prejudice pursuant to the terms and conditions of the settlement; (3) whether the Court should declare that, after the Settlement is finally approved and that approval is affirmed on appeal or is not timely appealed, the Song will be in the public domain; (4) whether the plan for paying claims under the settlement should be approved; and (5) whether the application of Plaintiffs’ Counsel for attorneys’ fees and costs should be approved.

If you are a member of the Settlement Class, you must file a Claim Form no later than [insert date] to participate in the recovery.

If you believe you are a Settlement Class Member and wish to exclude yourself from the settlement, you must do so in writing no later than [insert date]. If the settlement is approved by the Court and its judgment becomes final, you will be bound by the settlement and the release of the claims it includes unless you submit a request to be excluded.

If you believe that you are a Settlement Class Member or that your rights may be affected by the Settlement and wish to object to any part of the Settlement, including any declaration the Court may be asked to make regarding whether the Song is in the public domain, the plan for paying claims under the settlement proceeds, or the request by Plaintiffs’ Counsel for an award of attorneys’ fees and costs, you must submit a written objection no later than [insert date] in accordance with the procedures described on the claims administration website: <http://www.happybirthdaylawsuit.com>.

This is only a summary of matters regarding the litigation and the settlement. A detailed notice describing the litigation, the proposed settlement terms, and the rights of potential class members, including procedures for participating, seeking exclusion or objecting, has been mailed to class members whose contact information is already known. You may download the notice from the settlement administration website, <http://www.happybirthdaylawsuit.com>, which also has copies of settlement documents and pleadings in the Action. You may also obtain a copy of the more detailed notice by contacting the Settlement Administrator by mail, email, or telephone as follows:

Happy Birthday Lawsuit Settlement  
Rust Consulting, Inc.

[CITY, STATE ZIP]

[PHONE]

[FAX]

[EMAIL]

If you have any questions about the settlement, you may also contact Class Counsel for Plaintiffs by mail, email or telephone as follows:

Betsy C. Manifold, Esq.  
WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP  
750 B Street, Suite 2770  
San Diego, CA 92101  
Tel: (619) 239-4599

**DO NOT CONTACT THE COURT OR THE  
CLERK'S OFFICE REGARDING THIS NOTICE.**

DATED: [insert date]

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

# Exhibit D

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

GOOD MORNING TO YOU  
PRODUCTIONS CORP., et al.,  
  
                    Plaintiffs,  
  
v.  
  
WARNER/CHAPPELL MUSIC, INC.,  
et al.,  
  
                    Defendants.

Lead Case No. CV 13-04460-GHK  
(MRWx)  
  
**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**  
  
Judge:           Hon. George H. King,  
                          Chief Judge  
  
Courtroom: 650

WHEREAS, a putative class action captioned *Good Morning to You Productions Corp., et al. v. Warner/Chappell Music, Inc., et al.*, Lead Case No. CV 13-04460-GHK (MRWx) is pending before the Court, and

WHEREAS, Good Morning to You Productions Corp., Robert Siegel, Rupa Marya d/b/a Rupa & The April Fishes, and Majar Productions, LLC (collectively, the “Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (defined below); Defendants Warner/Chappell Music, Inc., and Summy-Birchard Inc. (jointly, “Defendants” or “Warner/Chappell”); and Intervenors the Association for Childhood Education International and the Hill

1 Foundation, Inc. (jointly, “Intervenors”) (Plaintiffs, Defendants and Intervenors,  
2 collectively, the “Parties”) have entered into a Settlement Agreement (“Settlement  
3 Agreement”), which, together with the exhibits attached thereto, sets forth the terms  
4 and conditions for a proposed settlement and dismissal of the Action with prejudice  
5 as to Defendants for the claims of the Settlement Class upon the terms and  
6 conditions set forth in the Settlement Agreement, and the Court having read and  
7 considered the Settlement Agreement and exhibits attached thereto;

8 This matter coming before the Court upon the agreement of the Parties and  
9 the motion of Plaintiffs seeking preliminary approval of the Settlement Agreement,  
10 good cause being shown, and the Court being fully advised in the premises,

11 IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS  
12 FOLLOWS:

13 1. Terms and phrases in this Order shall have the same meaning as  
14 ascribed to them in the Settlement Agreement attached hereto.

15 **Settlement Class Certification for Settlement Purposes Only**

16 2. A class (the “Settlement Class”) is certified for settlement purposes  
17 only.

18 a. The Settlement Class is defined to mean:

19 (a) all Persons who, at any time since September 3, 1949, directly paid  
20 Defendants, Intervenors, any of their predecessors-in-interest (or any of the  
21 Affiliates of any of the foregoing) for each such Person’s use of the Song;

22 (b) all Persons who, at any time since September 3, 1949, directly paid HFA,  
23 Alfred or Faber as agents for Defendants or their predecessors-in-interest for each  
24 such Person’s use of the Song; or

25 (c) the American Society of Composers and Songwriters (ASCAP), foreign  
26 collecting societies (such as, for example, SACEM and GEMA), and any other  
27 Person who at any time since September 3, 1949 has issued blanket licenses  
28 covering the Song, but only for the amounts allocated to the Song by such Persons

1 and directly paid to Defendants or their predecessors-in-interest (or either's  
2 Affiliates) pursuant to such blanket licenses; or

3 (d)(i) digital rights aggregation services (such as, for example, Music Reports,  
4 Inc.), (ii) foreign sub-publishers (such as, for example, EMI Music Publishing Ltd.),  
5 and (iii) Persons not enumerated in sub-paragraph (b), (c), or items (i)-(ii) of this  
6 sub-paragraph (d) who directly paid Defendants, Intervenor, any of their  
7 predecessors-in-interest (or any of the Affiliates of any of the foregoing) on behalf  
8 of other Persons for such other Persons' use of the Song at any time since  
9 September 3, 1949, but only to the extent that the Persons listed in items (i)-(iii) of  
10 this sub-paragraph (d) directly paid Defendants, Intervenor, any of their  
11 predecessors-in-interest (or any of the Affiliates of any of the foregoing) amounts  
12 that were comprised of payments by or on behalf of other Persons for such other  
13 Persons' use of the Song.

14 In the case of payments referenced in sub-paragraphs (c) and (d), the Persons  
15 enumerated in sub-paragraphs (c) and (d) who made the direct payments to  
16 Defendants Intervenor, any of their predecessors-in-interest (or any of the Affiliates  
17 of any of the foregoing) are part of the Settlement Class, whereas the Persons on  
18 whose behalf such Persons obtained the rights to use the Song (whether through a  
19 blanket license or otherwise) are *not* part of the Settlement Class.

20 For purposes of this definition, the term "directly paid" includes payments  
21 made by a Person's accountant, attorney, business manager or similar agent acting  
22 for such Person solely in the capacity of remitting payment and not for the purpose  
23 of providing licensing services to other Persons. In the case of a direct payment by  
24 a Person's accountant, attorney, business manager or similar agent as described in  
25 the preceding sentence, said Person on whose behalf the payment is made is the  
26 Person in the Settlement Class (subject to all other requirements of this definition),  
27 and that Person's accountant, attorney, business manager or similar agent as  
28 described in the preceding sentence is not in the Settlement Class by virtue of that

1 payment.

2 Excluded from the Settlement Class are the following: (I) Defendants, their  
3 Affiliates, and HFA, and their respective officers, directors and employees; (II)  
4 Intervenors, their subsidiaries, and Affiliates and their respective officers, directors,  
5 employees; and (III) Class Counsel, Defendants' Counsel, and Intervenors' Counsel.  
6 For the avoidance of doubt, Alfred and Faber are part of the Settlement Class under  
7 sub-paragraph (a) with respect to their own direct licenses of the Song from  
8 Defendants or their predecessors-in-interest (or either's Affiliates), but only the sub-  
9 licensees of Alfred and Faber are part of the Settlement Class under sub-paragraph  
10 (b).

11 b. The Settlement Class consists of thousands of persons or entities,  
12 there are questions of law or fact common to the Settlement Class, Plaintiffs' claims  
13 are typical of those of the Settlement Class, and Plaintiffs will fairly and adequately  
14 protect the interests of the Settlement Class. Accordingly, the requirements for class  
15 certification under Fed. R. Civ. P. 23(a) are satisfied.

16 c. In addition, the questions of law or fact common to the  
17 Settlement Class predominate over any individual questions, and the class action  
18 mechanism is superior to other available methods for the fair and efficient  
19 adjudication of this controversy. Consequently, the Settlement Class satisfies the  
20 requirements of Fed. R. Civ. P. 23(b)(3).

21 3. The Court hereby appoints Plaintiffs Good Morning to You  
22 Productions Corp., Robert Siegel, Rupa Marya d/b/a Rupa & The April Fishes, and  
23 Majar Productions, LLC as Class Representatives.

24 4. The Court hereby appoints Wolf Haldenstein Adler Freeman & Herz  
25 LLP ("Wolf Haldenstein"); Randall S. Newman PC; Hunt, Ortmann, Palffy, Nieves,  
26 Darling & Mah, Inc.; Donahue Fitzgerald, LLP; and Glancy Prongay & Murray,  
27 LLP as Class Counsel and Wolf Haldenstein as Lead Class Counsel.

28

1           **Preliminary Approval**

2           5.       Plaintiffs have moved the Court for an order approving the settlement  
3 of the Action in accordance with the Settlement Agreement, which, together with  
4 the documents incorporated therein, sets forth the terms and conditions for a  
5 proposed settlement and dismissal of the Action with prejudice against Defendants,  
6 and the Court having read and considered the Settlement Agreement and having  
7 heard the Parties and being fully advised in the premises, hereby preliminarily  
8 approves the Settlement Agreement in its entirety subject to the Final Approval  
9 Hearing referred to in Paragraph 22 of this Order.

10          6.       This Court finds that it has jurisdiction over the subject matter of this  
11 action and over all Parties to the Action, including all members of the Settlement  
12 Class.

13          7.       The Court finds that, subject to the Final Approval Hearing, the  
14 Settlement Agreement falls within the range of possible approval as fair, reasonable,  
15 adequate, and in the best interests of the Settlement Class. The Court further finds  
16 that the Settlement Agreement substantially fulfills the purposes and objectives of  
17 the class action, and provides beneficial relief to the Settlement Class. The Court  
18 also finds that the Settlement Agreement: (a) is the result of serious, informed, non-  
19 collusive arm’s length negotiations involving experienced counsel familiar with the  
20 legal and factual issues of this case and made with the assistance of David Rotman,  
21 Esq., of Gregorio, Haldeman & Rotman; (b) is sufficient to warrant notice of the  
22 Settlement Agreement and the Final Approval Hearing to the Settlement Class; (c)  
23 meets all applicable requirements of law, including Federal Rule of Civil Procedure  
24 23, and the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715; and (d) is not a  
25 finding or admission of liability by Defendants or Intervenors.

26           **Notice and Administration**

27          8.       Rust Consulting, Inc., is hereby appointed as Settlement Administrator  
28 and shall perform all the duties of the Settlement Administrator as set forth in the

1 Settlement Agreement and this Order.

2       9.     The Court finds that the Notice and Notice Plan as set forth in the  
3 Settlement Agreement are reasonably calculated to, under all circumstances, apprise  
4 the members of the Settlement Class of the pendency of this action, certification of  
5 the Settlement Class for settlement purposes only, the terms of the Settlement  
6 Agreement, and their right to object to the Settlement or to exclude themselves from  
7 the Settlement Class. The Notice and Notice Plan are consistent with the  
8 requirements of Rule 23 and due process, and constitute the best notice practicable  
9 under the circumstances.

10       10.    The Court therefore approves the Notice and the Notice Plan, including  
11 the Mail Notice and Publication Notice attached as Exhibits B and C, respectively,  
12 to the Settlement Agreement. The Court also approves the Claim Form, attached as  
13 Exhibit A to the Settlement Agreement, and claims administration procedures set  
14 forth in the Settlement Agreement. The Parties may, by agreement, revise the Mail  
15 Notice, Publication Notice, and/or Claim Form in ways that are not material, or in  
16 ways that are appropriate to update those documents for purposes of accuracy or  
17 formatting.

18       11.    Pursuant to Section 5 of the Settlement Agreement, the Notice Plan  
19 shall be implemented as follows: Within five (5) days of the entry of this Order,  
20 Defendants shall provide the Settlement Class Member Address List to the  
21 Settlement Administrator. Within twenty-one (21) days of the entry of this Order,  
22 the Settlement Administrator shall mail the Mail Notice, substantially in the form  
23 attached to the Settlement Agreement as Exhibit B, and the Claim Form,  
24 substantially in the form attached to the Settlement Agreement as Exhibit A, to each  
25 Settlement Class Member identified in the Settlement Class Member Address List.

26       12.    Within five (5) days after mailing the Mail Notice, the Settlement  
27 Administrator shall cause the Publication Notice, substantially in the form attached  
28 to the Settlement Agreement as Exhibit C, to appear once each in *The Hollywood*

1 *Reporter* (in one-eighth page size), the U.S. edition of *Variety* (in one-eighth page  
2 size), and *Billboard* (in one-eighth page size).

3 13. Within five(5) days after entry of this Order, the Settlement  
4 Administrator shall publish the Website Notice, substantially in the form attached to  
5 the Settlement Agreement as Exhibit B, through the Settlement Website. The  
6 Settlement Website shall be developed, hosted, and maintained by the Settlement  
7 Administrator through the Final Settlement Date.

8 14. The Defendants shall have complied with the requirements of 28  
9 U.S.C. § 1715 and served notice of the proposed Settlement Agreement upon the  
10 appropriate government officials within (10) days after the Settlement Agreement  
11 was filed with the Court.

12 15. Settlement Class Members who wish to receive a payment under the  
13 Settlement Agreement must complete and submit a timely and valid Period One  
14 Claim Form and/or Period Two Claim Form. All Claims must be postmarked or  
15 received by the Settlement Administrator on or before the Claims Deadline, which is  
16 hereby set as fifty (50) days after the Notice Date.

17 **Exclusion**

18 16. Persons or entities who would otherwise be in the Settlement Class but  
19 who wish to exclude themselves from the Settlement Class for purposes of this  
20 Settlement may do so by submitting a request for exclusion to the Settlement  
21 Administrator on or before the Objection/Exclusion Deadline, which is hereby set as  
22 fourteen (14) days before the Final Approval Hearing referred to in Paragraph 22 of  
23 this Order. The request for exclusion must comply with the exclusion procedures  
24 set forth in the Settlement Agreement and include the case number of the Action;  
25 such person or entity's name, address, email address (if applicable), phone number  
26 and signature (or the signature of an authorized representative of such person or  
27 entity); the date(s) of all direct payment(s) to Defendants or Defendants'  
28 predecessors-in-interest or either's Affiliates or HFA, Alfred or Faber for use of the

1 Song, and the dollar amount(s) paid to Defendants or Defendants' predecessors-in-  
2 interest or either's Affiliates or HFA, Alfred or Faber for use of the Song; and a  
3 statement that such person or entity wishes to be excluded from the Settlement Class  
4 for purposes of this Settlement. A request for exclusion may not request exclusion  
5 of more than one Settlement Class Member.

6 17. Any member of the Settlement Class who timely requests exclusion  
7 consistent with these procedures shall not: (i) be bound by the Final Order and  
8 Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any  
9 rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any  
10 aspect of the Settlement Agreement. However, members of the Settlement Class  
11 who fail to submit a valid and timely request for exclusion shall be bound by all  
12 terms of the Settlement Agreement and the Final Order and Judgment, regardless of  
13 whether they have otherwise requested exclusion from the Settlement Class.

#### 14 **Objections**

15 18. Any member of the Settlement Class who has not filed a timely and  
16 valid request for exclusion may object to the granting of final approval to the  
17 Settlement Agreement. Settlement Class Members may object on their own, or may  
18 do so through separate counsel at their own expense.

19 19. Any Settlement Class Member who intends to object to this Settlement  
20 Agreement must present the objection in writing, which must be personally signed  
21 by the objector and include: (a) the objector's name, address, email address, and  
22 contact phone number; (b) an explanation of the basis upon which the objector  
23 claims to be a Settlement Class Member; (c) all grounds for the objection, including  
24 any supporting law or evidence, if any; (d) the name and contact information of any  
25 and all attorneys representing, advising, or in any way assisting the objector in  
26 connection with the preparation or submission of the objection or who may profit  
27 from the pursuit of the objection (the "Objecting Attorneys"); and (e) a statement  
28 indicating whether the objector intends to appear at the Final Approval Hearing

1 (either personally or through counsel who files an appearance with the Court in  
2 accordance with the Court's Local Rules).

3 20. All objections and any papers submitted in support of such objections  
4 must be submitted to the Court on or before the Objection/Exclusion Deadline either  
5 by mailing them to the Class Action Clerk, or by filing them in person at any  
6 location of the United States District Court for the Central District of California,  
7 except that any objection made by a Settlement Class Member represented by  
8 counsel must be filed through the Court's Case Management/Electronic Case Filing  
9 (CM/ECF) system.

10 21. Any Settlement Class Member who fails to timely mail or file a written  
11 objection with the Court and notice of intent to appear at the Final Approval Hearing  
12 in accordance with the terms of this Settlement Agreement and as detailed in the  
13 Notice shall not be permitted to object to the Settlement at the Final Approval  
14 Hearing, and shall be foreclosed from seeking any review of the Settlement by  
15 appeal or other means and shall be deemed to have waived his, her or its objections  
16 and be forever barred from making any such objections in the Action or any other  
17 action or proceeding.

18 **Final Approval Hearing**

19 22. A Final Approval Hearing shall be held before this Court on  
20 \_\_\_\_\_, 2016 at 9:30 A.M. in Courtroom 650 of the United States District  
21 Court for the Central District of California, located at 255 East Temple Street, Los  
22 Angeles, CA 90012, to consider: (a) whether the proposed settlement of the Action  
23 on the terms and conditions provided for in the Settlement Agreement is fair,  
24 reasonable and adequate and should be given final approval by the Court; (b)  
25 whether a final judgment should be entered; (c) whether to award payment of  
26 attorneys' fees and expenses to Class Counsel and in what amount; and (d) whether  
27 to award payment of incentive awards to the Class Representatives and in what  
28 amount. The Court may adjourn the Final Approval Hearing without further notice

1 to Class Members.

2 23. The Court also sets the following dates and deadlines:

3 4 5	Deadline for Class Counsel to File Settlement and Fee Brief for Final Approval Hearing (Noticed for _____, 2016)	_____, 2016 [21 days before Final Approval Hearing]
6 7 8	Deadline for Settlement Members to Object to Settlement or Opt Out of Settlement Class	_____, 2016 [14 days before Final Approval Hearing]
9 10	Deadline for Defendants to Object to Class Counsel's Fee and Expense Petition	_____, 2016 [14 days before Final Approval Hearing]
11 12 13	Deadline for Settlement Class Members to Submit Claims	_____, 2016 [50 days after Notice Date]
14 15 16	Deadline for Class Counsel to File Reply in Support of Settlement and Fee Brief	_____, 2016 [7 days before Final Approval Hearing]

17 **Further Matters**

18 24. In order to protect its jurisdiction to consider the fairness of the  
19 Settlement Agreement and to enter a Final Order and Judgment having binding  
20 effect on all Settlement Class Members, the Court hereby enjoins all members of the  
21 Settlement Class, and anyone who acts or purports to act on their behalf, from  
22 pursuing any of the Released Claims.

23 25. Settlement Class Members shall be bound by all determinations and  
24 judgments in the Action concerning the Action and/or Settlement Agreement,  
25 whether favorable or unfavorable.

26 26. All discovery and pretrial proceedings and deadlines are stayed and  
27 suspended until further notice from the Court, except for such actions as are  
28 necessary to implement the Settlement Agreement and this Order.

1           27. In the event that the Settlement Agreement is terminated pursuant to the  
2 provisions of the Settlement Agreement, then (a) the Settlement Agreement, this  
3 Preliminary Approval Order, and the Final Order and Judgment (if applicable)  
4 (including but not limited to the certification of the Settlement Class, the  
5 appointment of Plaintiffs as Class Representatives, and the appointment of Class  
6 Counsel) shall be vacated and shall be null and void, shall have no further force and  
7 effect with respect to any Party in this Action, and shall not be used in this Action or  
8 in any other proceeding for any purpose; (b) this action will revert to the status that  
9 existed before the Settlement Agreement's execution date; (c)(i) no term or draft of  
10 the Settlement Agreement, (ii) nor any part of the Parties' settlement discussions,  
11 negotiations, or documentation (including any declaration or brief filed in support of  
12 the motion for preliminary approval or motion for final approval), (iii) nor any  
13 rulings regarding class certification for settlement purposes (including the  
14 Preliminary Approval Order and, if applicable, the Final Order and Judgment), will  
15 have any effect or be admissible into evidence for any purpose in the Action or any  
16 other proceeding.

17           28. The Court may, for good cause, extend any of the deadlines set forth in  
18 this Order without further notice to the Settlement Class Members. The Final  
19 Approval Hearing may, from time to time and without further notice to the  
20 Settlement Class Members, be continued by order of the Court.

21           **IT IS SO ORDERED.**

22  
23 Date: \_\_\_\_\_

24 \_\_\_\_\_  
25 HON. GEORGE H. KING  
26 CHIEF UNITED STATES DISTRICT JUDGE  
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# Exhibit E

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

GOOD MORNING TO YOU  
PRODUCTIONS CORP., et al.,  
  
                                Plaintiffs,  
  
v.  
  
WARNER/CHAPPELL MUSIC, INC.,  
et al.,  
  
                                Defendants.

Lead Case No. CV 13-04460-GHK  
(MRWx)  
  
**[PROPOSED] FINAL ORDER AND  
JUDGMENT**  
  
Judge:           Hon. George H. King,  
                                Chief Judge  
  
Courtroom: 650

Pending before the Court is Plaintiffs’ Motion for Final Approval of Class Action Settlement. Plaintiffs have asked the Court to: (a) confirm certification of the Settlement Class for settlement purposes only; (b) overrule any objections to the Settlement; and (c) enter a Final Order and Judgment approving the Settlement. The Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class Members. Due and adequate notice having been given to the Settlement Class pursuant to the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise

1 being fully informed in the premises, IT IS HEREBY ORDERED that the Settlement  
2 is approved as fair, reasonable, and adequate.

3 1. This Final Order and Judgment (“Judgment”) incorporates by reference  
4 the definitions in the Settlement Agreement, and all capitalized terms used herein shall  
5 have the same meanings as set forth therein.

6 2. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies, for  
7 purposes of the Settlement only, the Settlement Class as defined in the Settlement  
8 Agreement and in the Preliminary Approval Order. The Persons who timely submitted  
9 valid requests for exclusion from the Settlement Class, as listed on Exhibit 1 hereto, are  
10 hereby excluded from the Settlement Class.

11 3. For the purposes of settlement only, the Court finds that the prerequisites  
12 for a class action under Rules 23(a) and (b)(3) have been satisfied in that: (a) the  
13 members of the Settlement Class are so numerous that joinder of all Settlement Class  
14 Members in the class action is impracticable; (b) there are questions of law and fact  
15 common to the Class that predominate over any individual question; (c) Plaintiffs’  
16 claims are typical of the claims of the Settlement Class; (d) Plaintiffs and Class  
17 Counsel have fairly and adequately represented and protected the interests of  
18 Settlement Class Members; and (e) a class action is superior to other available methods  
19 for the fair and efficient adjudication of the controversy, considering: (i) the extent and  
20 nature of any litigation concerning the controversy already commenced by Settlement  
21 Class Members; (ii) the interests of the Settlement Class Members in individually  
22 controlling the prosecution of separate actions; (iii) the desirability or undesirability of  
23 concentrating the litigation of these claims in this particular forum; and (iv) the  
24 difficulties likely to be encountered in the management of the class action.

25 4. Pursuant to Rule 23, the Court finds that the Settlement Agreement and  
26 Settlement are fair, reasonable, and adequate as the Parties and the Settlement Class  
27

1 Members, and that the Settlement Agreement and Settlement are hereby finally  
2 approved in all respects.

3 5. Accordingly, the Court authorizes and directs implementation of all the  
4 terms and provisions of the Settlement Agreement.

5 6. The Court hereby declares that, as of the Final Settlement Date, the Song  
6 will be in the public domain.

7 7. The Court hereby dismisses with prejudice the Action and all claims  
8 contained therein and all of the Released Claims as against the Released Parties, except  
9 as and to the extent provided in the Settlement Agreement and herein.

10 8. Upon the Final Settlement Date, and as provided in the Settlement  
11 Agreement, Plaintiffs, each and all of the Settlement Class Members (other than those  
12 listed on Exhibit 1)—and with respect to the Released Claims released between  
13 Defendants and Intervenors, all of the Released Parties—and anyone claiming through  
14 or on behalf of any of them, including but not limited to all of the their present, former,  
15 and future licensees with respect to the Song (including, without limitation, any  
16 blanket licensee or subscriber of a Settlement Class Member), heirs, executors,  
17 administrators, representatives, agents, attorneys, partners, predecessors,  
18 predecessors-in-interest, successors, successors-in-interest, assigns, and legatees; and  
19 to the extent a Settlement Class Member is not an individual, all of its present, former,  
20 and future licensees with respect to the Song (including, without limitation, any  
21 blanket licensee or subscriber of a Settlement Class Member), direct and indirect  
22 parent companies, Affiliates, subsidiaries, divisions, agents, franchisees, successors,  
23 successors-in-interest, predecessors, and predecessors-in-interest, shall be deemed to  
24 have, and by operation of this Judgment shall have, fully, finally, and forever waived,  
25 remised, released, relinquished, and discharged all Released Claims (including,  
26 without limitation, Unknown Claims) against the Released Parties, regardless of  
27 whether such Settlement Class Member executes and delivers the Claim Form.

1           9.     Upon the Final Settlement Date, Plaintiffs, each and all of the Settlement  
2 Class Members (other than those listed on Exhibit 1) —and with respect to the  
3 Released Claims released between Defendants and Intervenors, all of the Released  
4 Parties—and anyone claiming through or on behalf of any of them, including but not  
5 limited to all of the their present, former, and future licensees with respect to the Song  
6 (including, without limitation, any blanket licensee or subscriber of a Settlement Class  
7 Member), heirs, executors, administrators, representatives, agents, attorneys, partners,  
8 predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, and  
9 legatees; and to the extent a Settlement Class Member is not an individual, all of its  
10 present, former, and future licensees with respect to the Song (including, without  
11 limitation, any blanket licensee or subscriber of a Settlement Class Member), direct  
12 and indirect parent companies, Affiliates, subsidiaries, divisions, agents, franchisees,  
13 successors, successors-in-interest, predecessors, and predecessors-in-interest, shall be  
14 deemed to be, and by operation of this Judgment, shall be, permanently barred and  
15 enjoined from asserting, instituting, maintaining, prosecuting, or enforcing, in any  
16 court of law or equity, arbitration, tribunal, administrative forum, or other forum of any  
17 kind (whether within the United States or not), any and all Released Claims (including,  
18 without limitation, Unknown Claims) against any of the Released Parties – regardless  
19 of whether such Settlement Class Member executes and delivers the Claim Form – as  
20 well as any claims arising out of, relating to, or in connection with, the defense,  
21 settlement, or resolution of the Action or the Released Claims against the Released  
22 Parties, Plaintiffs, or Class Counsel, except for claims relating to the enforcement of  
23 the Settlement, or any confidentiality agreement to which the Parties have entered or  
24 may enter into in connection with the Action.

25           10.    The notice given to the Class in accordance with the Preliminary  
26 Approval Order was the best notice practicable under the circumstances to all Persons  
27 entitled to such notice, including the individual notice to all Settlement Class Members  
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1 whose names and addresses could be identified by Defendants through reasonable  
2 means. Said notice fully satisfied the requirements of Rule 23, the requirements of due  
3 process, and the requirement of the Class Action Fairness Act of 2005, 28 U.S.C.  
4 § 1715, and all other applicable law and rules.

5 11. Defendants and Intervenors deny any wrongdoing whatsoever, and this  
6 Judgment shall in no event be construed or deemed to be evidence of, or an admission  
7 or concession on the part of any Defendant or Intervenor with respect to any claim of,  
8 any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the  
9 defenses that any Defendant or Intervenor has asserted or could assert in the Action or  
10 any other action.

11 12. Neither the Settlement Agreement nor any of its terms or provisions, nor  
12 any of the negotiations, discussions, proceedings connected with it, nor any act  
13 performed or document executed pursuant to or in furtherance of the Agreement or the  
14 Settlement: (a) is or may be deemed to be or may be used as an admission of, or  
15 evidence of, the validity of any of the allegations in the Action or of the validity of any  
16 Released Claim, or of any wrongdoing or liability of the Released Parties; or (b) is or  
17 may be deemed to be or may be used as an admission of, or evidence of, any fault or  
18 omission of any of the Released Parties in any civil, criminal, or administrative  
19 proceeding in any court, arbitration proceeding, administrative agency, or forum or  
20 tribunal in which the Released Parties are or become parties; or (c) is or may be  
21 deemed to be or may be used as an admission or evidence that any claims asserted by  
22 Plaintiff were not valid or that the amount recoverable was not greater than the  
23 Settlement Amount, in any civil, criminal, or administrative proceeding in any court,  
24 administrative agency, or other tribunal.

25 13. The Released Parties, Plaintiffs, Settlement Class Members, and their  
26 respective counsel may file the Settlement Agreement or this Judgment in any action  
27 that may be brought against them in order to support a defense or counterclaim based  
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1 on principles of res judicata, collateral estoppel, release, good faith settlement,  
2 judgment bar or reduction or any other theory of claim preclusion or issue preclusion  
3 or similar defense or counterclaim. The Parties may file the Settlement Agreement or  
4 this Judgment in any proceedings that may be necessary to consummate or enforce the  
5 Agreement, the Settlement, or this Judgment.

6 14. Without affecting the finality of this Judgment in any way, this Court  
7 hereby retains continuing exclusive jurisdiction over: (a) implementation of this  
8 Settlement and any award or distribution of the Settlement Fund, including interest  
9 earned thereon; (b) disposition of the Settlement Fund; (c) disposition of the Fee and  
10 Expense Award and the Incentive Awards in the Action; and (d) all Parties hereto for  
11 the purpose of construing, enforcing, and administering the Settlement Agreement.

12 15. The Court hereby directs that the first \$100,000 of Settlement Notice and  
13 Administration Expenses shall be paid out of the Settlement Fund without further order  
14 of the Court in accordance with Sections 1.52 and 5.3 of the Settlement Agreement.

15 16. Class Counsel are awarded the sum of \$\_\_\_\_\_ in Fees and  
16 Expenses, consisting of \$\_\_\_\_\_ in attorneys' fees and \$\_\_\_\_\_ in expenses,  
17 to be allocated by Lead Class Counsel in the manner provided for in the Settlement  
18 Agreement. Defendants shall pay such amounts (or the amounts provided for in the  
19 Settlement Agreement, if Defendants appeal this award) to Lead Class Counsel within  
20 five (5) days of the Final Settlement Date in the manner provided for in the Settlement  
21 Agreement.

22 17. The Court hereby approves the Incentive Awards, and grants \$15,000 as  
23 incentive compensation to Plaintiff GMTY and \$10,000 each to Plaintiffs Siegel,  
24 Marya, and Major. The Court further directs that Defendants shall, within five (5) days  
25 after the Final Settlement Date, pay such amounts to Plaintiffs in the manner provided  
26 for in the Settlement Agreement.

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1           18. It is not a condition of the Settlement that any Fee and Expense Award or  
2 Incentive Award be approved by the Court. Any order or proceeding relating to the  
3 amount of any Fee and Expense Award or Incentive Award, or any appeal from or  
4 reversal or modification thereof, shall not operate to modify, terminate or cancel the  
5 Settlement, or affect or delay the Judgment.

6           19. Defendants shall, within ten (10) days after the Final Settlement Date,  
7 cause to be paid into the Escrow Account the remaining portion of the Settlement Fund  
8 as necessary to pay Authorized Claims (pursuant to Section 3 (and all subparts thereof)  
9 of the Settlement Agreement), outstanding Settlement Administration and Notice  
10 Expenses, Taxes, and Tax Expenses. To the extent that there are Settlement  
11 Administration and Notice Expenses beyond \$100,000, Defendants shall pay the  
12 Settlement Administrator directly (on terms that are agreed upon by Defendants and  
13 the Settlement Administrator) without further order of the Court.

14           20. The Court finds that during the course of the Action, the Parties and their  
15 respective counsel at all times complied with the requirements of Federal Rule of Civil  
16 Procedure 11.

17           21. In the event that the Settlement does not become effective in accordance  
18 with the terms of the Settlement Agreement, or the Final Settlement Date does not  
19 occur, then: (a) the Settlement Agreement, this Judgment (including but not limited to  
20 the certification of the Settlement Class, the appointment of Plaintiffs as Class  
21 Representatives, and the appointment of Class Counsel) shall be vacated and shall be  
22 null and void, shall have no further force and effect with respect to any Party in this  
23 Action, and shall not be used in this Action or in any other proceeding for any purpose;  
24 (b) this action will revert to the status that existed before the Settlement Agreement's  
25 execution date; (c)(i) no term or draft of the Settlement Agreement, (ii) nor any part of  
26 the Parties' settlement discussions, negotiations, or documentation (including any  
27 declaration or brief filed in support of the motion for preliminary approval or motion

1 for final approval), (iii) nor any rulings regarding class certification for settlement  
2 purposes (including the Preliminary Approval Order and this Judgment), will have any  
3 effect or be admissible into evidence for any purpose in the Action or any other  
4 proceeding.

5 22. The Parties may agree to reasonable extensions of time to carry out any of  
6 the provisions of the Settlement Agreement without further order of the Court.

7 23. The Court directs immediate entry of this Judgment by the Clerk of the  
8 Court.

9 **IT IS SO ORDERED.**

10 DATED:

11 Honorable George H. King  
12 Chief United States District Judge  
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