

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 musical work entitled *Happy Birthday to You!* with the lyrics, "Happy Birthday to you, Happy Birthday to you, Happy Birthday dear _____, Happy Birthday to you!" (referred to as "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, Authors and Publishers (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) 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).

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. ("Intervenors"), recently claimed that if the Defendants do not own a copyright to the Song's words and music, then the Intervenors 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 Intervenors 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 Intervenors 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 Intervenors 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	Submit a Claim Form to the Settlement Administrator, electronically, by facsimile, or by U.S. mail by May 27, 2016 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.
DO NOTHING	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. In order to receive a payment, you must submit a Claim Form.
EXCLUDE YOURSELF	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>
OBJECT	Write to the Court about why you don't like the Settlement (or any part of it). You do not need to do anything else to object to the Settlement (or any part of it). 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 provide a timely notice of your intent to appear. You may not object to the Settlement if you exclude yourself from the Settlement Class. If you exclude yourself from the Settlement Class, you may not object to the Settlement or any part of it.

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 March 7, 2016, the Court found the proposed Settlement is not collusive, is the product of informed negotiation, has no obvious deficiencies, does not grant preferential treatment to Plaintiffs or any segment of the Settlement Class, and is within the range of possible approval, so as to justify preliminary approval of the Settlement and the mailing of this Notice 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 ultimately decide in favor of Plaintiffs or Defendants on all the issues presented. 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 Intervenors 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 Intervenors 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, if approved by the Court, 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 (which is dependent on Court approval) and the formula for payment of the authorized claims are described below:

- The Settlement Fund shall cover the first \$100,000 of court-approved notice and administrative expenses. The Defendants will pay all additional court-approved notice and administrative expenses separately, which will not be deducted from the \$14 million Settlement Fund.
- The Settlement Fund shall also cover court-approved payments to Plaintiffs' Counsel for their attorneys' fees and costs and court-approved 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 May 27, 2016. If you timely submit a valid Claim Form, you will be sent a settlement check (either by physical check or Automated Clearing House (ACH) transfer 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 June 27, 2016, at 9:30 a.m. 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 May 27, 2016 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 any 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 **May 27 , 2016**.

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 April 27, 2016, 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, if approved by the Court, 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. The Court may award less than these amounts.

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, the request for attorneys' fees and expenses, the request for incentive compensation payments to Plaintiffs, and the costs of administration 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 total Settlement amount 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 either (1) file an objection in the United States District Court for the Central District of California in person, by ECF, or by U.S. mail addressed to the Clerk of the Court at the address indicated below and (2) send a letter by U.S. mail to the attorneys indicated below. Your filing or letter must say 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 filing or 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. Please use these addresses for mailing your objection:

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

Your filing must be received and your letters must be postmarked no later than May 27, 2016.

If you are represented by counsel in submitting an objection, that objection must be filed through the Court's Case Management/Electronic Case Filing (CM/ECF) system and need not be mailed to the Court.

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. If you provide notice of your intent to appear at the Final Approval Hearing in your objection, you may ask to speak at the Final Approval Hearing. *See* Paragraph 21 below. You may also attend the Final Approval Hearing and you do not have to speak. 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 June 27, 2016 at 9:30 a.m., 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 Counsel 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 also 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 go to the website at <http://happybirthdaylawsuit.com> or contact the Claims Administrator or Class 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]