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10 *Interim Lead Counsel for Plaintiffs and the [Proposed] Class*

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA -**
13 **WESTERN DIVISION**

14 GOOD MORNING TO YOU) Lead Case No. CV 13-04460-GHK (MRWx)
15 PRODUCTIONS CORP., *et al.*,)
16 Plaintiffs,) **DECLARATION OF NORMAN**
17 v.) **SWETT IN SUPPORT OF FINAL**
18) **APPROVAL OF CLASS ACTION**
19 WARNER/CHAPPELL MUSIC,) **SETTLEMENT**
20 INC., *et al.*)
21 Defendants.) Room: 650
22) Judge: Hon. George H. King, Chief
23) Judge
24) Date: June 27, 2016
25) Time: 9:30 a.m.
26)
27)
28)

1 The undersigned, Norman Swett, PMP, under penalty of perjury, hereby
2 declares and states as follows:

3 1. I am a Senior Project Manager for Rust Consulting, Inc. (“Rust”), the
4 Court-appointed Settlement Administrator in this Action. I have personal knowledge
5 of the matters set forth herein concerning all matters pertaining to this Action and, if
6 called upon, I could and would competently testify thereto.

7 2. I submit this Declaration in support of Plaintiffs’ motion for final
8 approval of the Settlement, which is being filed concurrently herewith.

9 3. Rust provides consulting and administration services to clients such as
10 law firms, companies across all industries, and governmental agencies at all levels
11 and has extensive experience in settlement administration of complex class action
12 litigation of this sort. I have been the senior supervisor of the work performed by
13 Rust in this Action.

14 4. We received an electronic list containing the names and addresses of
15 1,566 Settlement Class Members from Defendants’ counsel on February 12, 2016. I
16 understand that these names and addresses came from an electronic database of
17 licensees of *Happy Birthday to You* (the “Song”) maintained by Defendants in the
18 ordinary course of their business.

19 5. In addition, we received an electronic list of the names and unique email
20 addresses of 4,526 potential Settlement Class Members from Lead Counsel for the
21 Plaintiffs on March 22, 2016. I understand that this list from Lead Counsel included
22 motion picture studios, television studios, record producers, performing rights
23 societies, and others who were likely to have used the Song, and therefore to have
24 paid for the Song, over many years.

25 6. In accordance with the Court’s Preliminary Approval Order, on March
26 28, 2016, we mailed 1,566 Notices and Claim Forms to the Settlement Class
27 Members at the addresses provided to us on the list furnished by Defendants’
28 counsel. True and correct copies of the Notice and Claim Form are attached hereto as

1 Exhibits A and B, respectively.

2 7. A minor typographical error in the Claim Form, which incorrectly stated
3 the deadline for submitting claims in one location (although it was correctly stated in
4 the Notice and elsewhere in the Claim Form) was identified on April 4, 2016. We
5 corrected the typographical error and posted a correction on the Settlement website.

6 8. Of those 1,566 mailed Notices, approximately 8 Notices were returned
7 as undeliverable through April 23, 2016. As is our standard practice, we conducted
8 an address trace for all of those returned Notices, and whenever we were able to
9 identify a different address, we promptly re-mailed the Notice to that new address.
10 None of those re-mailed Notices were returned to us as undeliverable.

11 9. In addition, on March 12, 2016, we posted the Settlement Agreement
12 and the Preliminary Approval Order on the Settlement Website,
13 www.happybirthdaylawsuit.com, which we have developed, hosted, and maintained
14 since then and will continue to maintain through the Final Settlement Date. The
15 Notice, the Published Notice, and the Claim Form were posted on the Settlement
16 Website on the Notice mailing date of March 28, 2016.

17 10. Among other features, the Settlement Website provides FAQs with
18 simple instructions for answers to common questions as well as email and telephone
19 contact information for the Settlement Administrator and Plaintiffs' and Defendants'
20 counsel.

21 11. In addition, on April 15, 2016, we emailed 4,526 Notices to the potential
22 Settlement Class Members at the email addresses provided to us on the list of
23 potential Settlement Class Members provided by Lead Counsel for the Plaintiffs.
24 Only eight of those emails were returned to us as undeliverable. In several instances,
25 we received response emails with forwarding email addresses; in those cases, we
26 promptly forwarded the Notice to the new email addresses provided in that manner.

27 12. Also in accordance with the Court's Preliminary Approval Order, we
28 caused the Publication Notice to be published as follows:

1 (a) In the U.S. edition of *Variety* (in one-quarter page size) on March
2 22, 2016 (a true and correct copy of a tear sheet including the Published Notice is
3 attached hereto as Exhibit C;

4 (b) In *Billboard* (in one-quarter page size) on March 25, 2016 (a copy
5 of true and correct copy a tear sheet including the Published Notice is attached hereto
6 as Exhibit D; and

7 (c) In *The Hollywood Reporter* (in one-quarter page size) on March
8 30, 2016 (a true and correct copy of a tear sheet including the Published Notice is
9 attached hereto as Exhibit E).

10 13. As of April 26, 2016, we have not received any objections to the
11 proposed Settlement from any Settlement Class Members. Nor have we received any
12 request for exclusion from any Settlement Class Member.

13 14. Finally, at the request of Defendants, in accordance with the Preliminary
14 Approval Order, on February 18, 2016, we mailed the CAFA Notice to to the U.S.
15 Attorney General and the attorney generals/representatives of all 50 states, the
16 District of Columbia, and the U.S. territories (Guam, Puerto Rico, Northern Mariana,
17 American Samoa, Virgin Islands). A true and correct copy of the CAFA Notice cover
18 letter is attached hereto as Exhibit F. To date, we have not received any response to
19 the CAFA Notice.

20 15. I hereby certify, under the penalty of perjury under the laws of the
21 United States, that the foregoing statements are true and correct to the best of my
22 knowledge, information, and belief.

23 Executed this 27th day of April, 2016, at Minneapolis, Minnesota.

24
25 

26
27 _____
28 NORMAN SWETT

EXHIBIT A

**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.)

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) 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"), recently claimed that if the Defendants do not own a copyright to the Song's words and music, then the Intervenor 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 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 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 have agreed not to oppose the Plaintiffs' request that the Final Order and Judgment 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://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 "Intervenor."

2. What is this lawsuit about?

The Plaintiffs allege that the Defendants and the Intervenor 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 Plaintiffs' 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 the Court's order preliminarily approving of the Settlement on the Settlement website at <http://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 Plaintiffs' Fifth Amended Complaint and deny that they have acted improperly as alleged. The Intervenor believe that if the Defendants do not own a valid federally registered copyright in the Song, then Intervenor 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. 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
C/O Rust Consulting, Inc.
P.O. Box 2496
Faribault, MN 55021-9196
Tel: (855) 263-3448
Fax: (877) 294-7052
Email: claimsadmin@happybirthdaylawsuit.com

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
C/O Rust Consulting, Inc.
P.O. Box 2496
Faribault, MN 55021-9196
Tel: (855) 263-3448
Fax: (877) 294-7052
Email: claimsadmin@happybirthdaylawsuit.com

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.

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., et al. v. Warner/Chappell Music, Inc., et al.*, Lead Case No. CV 13-04460-GHK (MRWx) (C.D. Cal.). 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	To the Plaintiffs' Counsel
Clerk of the Court U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA 255 East Temple Street Los Angeles, CA 90012-3332	WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP Attn: Betsy C. Manifold, Esq. 750 B Street, Suite 2770 San Diego, CA 92101
To the Defendants' Counsel	To the Intervenor's Counsel
MUNGER, TOLLES & OLSEN LLP Attn: Adam I. Kaplan, Esq. 560 Mission Street San Francisco, CA 94105	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
C/O Rust Consulting, Inc.
PO Box 2496
Faribault, MN 55021-9196
Tel: (855) 263-3448
Fax: (877) 294-7052
Email: claimsadmin@happybirthdaylawsuit.com

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: March 28, 2016

EXHIBIT B

HAPPY BIRTHDAY LAWSUIT SETTLEMENT
C/O RUST CONSULTING INC
PO BOX 2496
FARIBAULT MN 55021-9196

IMPORTANT LEGAL MATERIALS



- <<SequenceNo>>

<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

FOR OFFICIAL USE ONLY

01

Page 1 of 4

If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below:

Name: _____
Address: _____
City: _____
State: ____ Zip Code: ____

CLAIM FORM

YOU MUST SUBMIT THIS CLAIM FORM BY MAY 27, 2016 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.)

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 May 27, 2016:

Electronically	By Facsimile	By U.S. Mail
Happy Birthday Lawsuit Settlement Rust Consulting, Inc. claimsadmin@happybirthdaylawsuit.com http://happybirthdaylawsuit.com	Happy Birthday Lawsuit Settlement Rust Consulting, Inc. Fax Number: (877) 294-7052	Happy Birthday Lawsuit Settlement C/O Rust Consulting, Inc. P.O. Box 2496 Faribault, MN 55021-9196

2. Under the Settlement Agreement—which contains the definitions of 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 May 27, 2016, 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://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).



- <<SequenceNo>>

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 Email Address: _____

Telephone No. (Day) _____

Telephone No. (Night) _____

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: _____

Country: _____

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:**

Date of Payment (chronologically) Month/day/year	Amount of Payment	Person or Entity Making Payment	Entity to Whom Payment Was Made	Person or Entity on Whose Behalf Payment Was Made	Description of Documentation of Payment
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
Total Period One Payment Claimed	\$				

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.



- <<SequenceNo>>

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**:

Date of Payment (chronologically) Month/day/year	Amount of Payment	Person or Entity Making Payment	Entity to Whom Payment Was Made	Person or Entity on Whose Behalf Payment Was Made	Description of Documentation of Payment
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
/ /	\$				
Total Period Two Payment Claimed	\$				

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 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, 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).



- <<SequenceNo>>

PART V: 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.

SUBSTITUTE FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

TAXPAYER IDENTIFICATION NUMBER

Name (as shown on your income tax return): _____

Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

Enter your Social Security Number: - -

Or Enter your Employer ID Number: -

CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

W-9 Signature

W-9 Signature Date

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

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

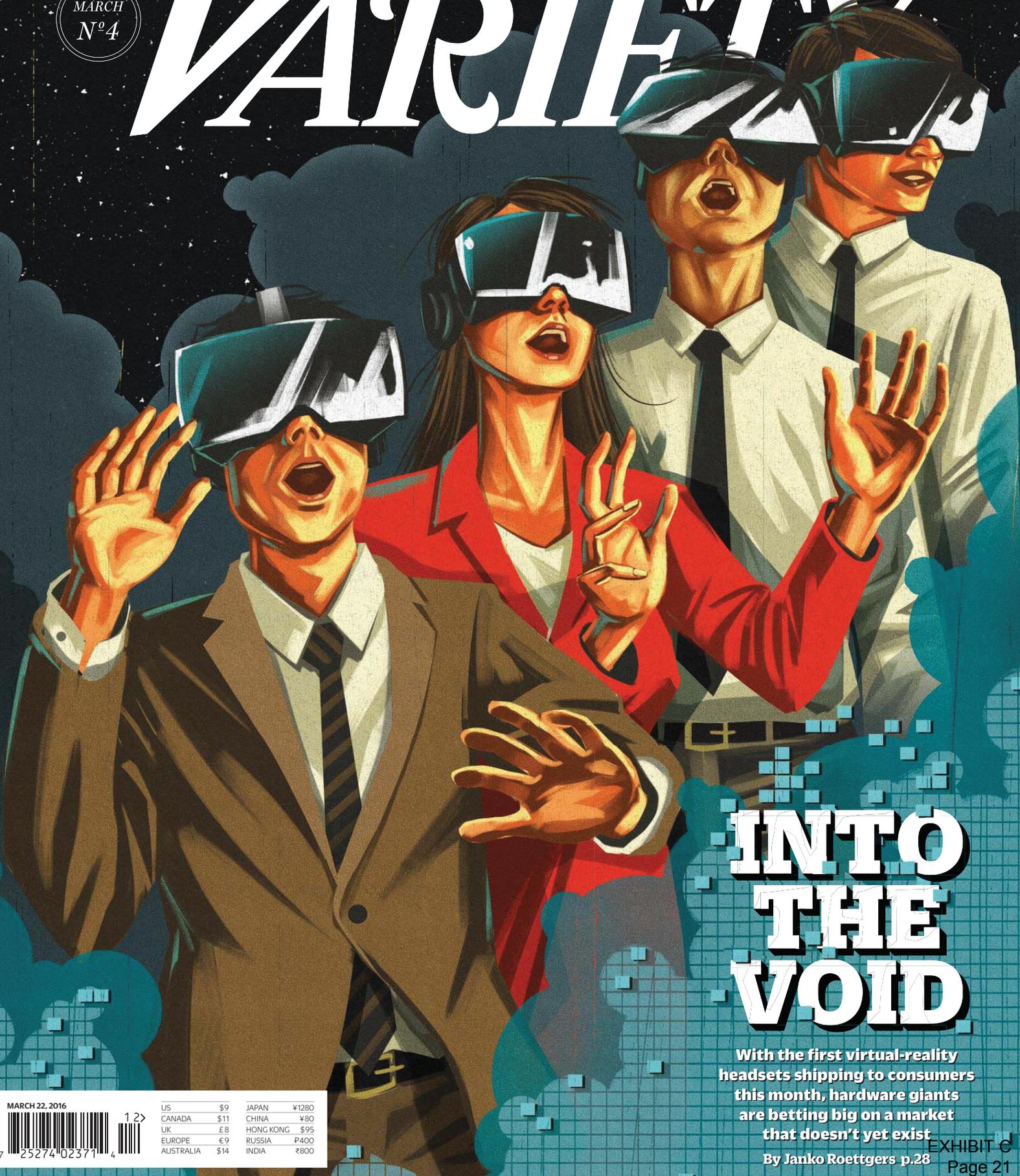
Reminder Checklist:

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 C

MARCH
N° 4

VARIETY



INTO THE VOID

With the first virtual-reality headsets shipping to consumers this month, hardware giants are betting big on a market that doesn't yet exist

By Janko Roettgers p.28

EXHIBIT C
Page 21

MARCH 22, 2016

US	\$9	JAPAN	¥1280
CANADA	\$11	CHINA	¥80
UK	£8	HONG KONG	\$95
EUROPE	€9	RUSSIA	₽400
AUSTRALIA	\$14	INDIA	₹800

12>

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LEGIT REVIEW / BROADWAY
MARILYN STASIO

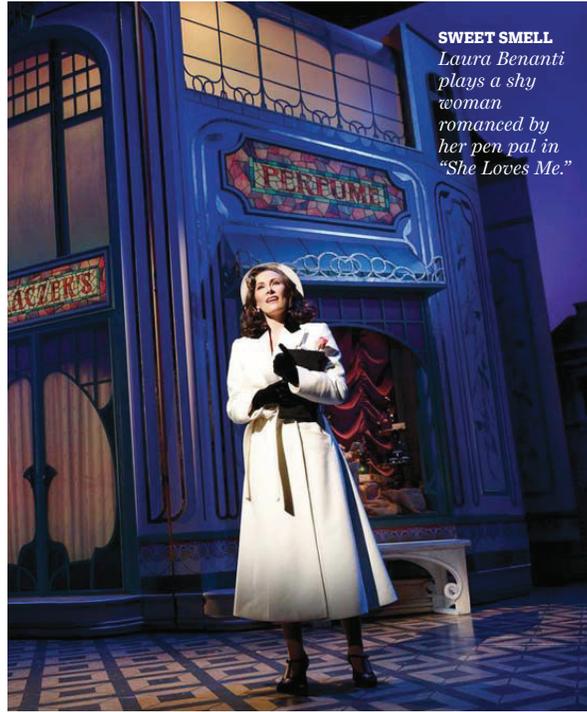
She Loves Me

THEATER: Studio 54; 1,006 seats; \$147 top
DIRECTOR: Scott Ellis
STARRING: Laura Benanti, Zachary Levi, Jane Krakowski

The Roundabout Theater Company's enchanting Broadway revival of "She Loves Me" is so charming, you kind of wish it would follow you home. The show is a special triumph for director Scott Ellis, who also staged the company's first revival (in 1993) of the 1963 musical, with its luscious score by Jerry Bock and Sheldon Harnick, and heart-melting book by Joe Masteroff. Laura Benanti and Zachary Levi are endearing as the shy lovers in this intimate romantic comedy, the supporting cast (including Jane Krakowski) constitutes a dream team, and the stagecraft is absolutely flawless.

The year is 1934, when the sophisticated citizens of Budapest aspired to the level of class and good taste represented by Maraczek's Parfumerie. David Rockwell's alluring shop setting is a beautiful bandbox, stocked with all manner of eye-catching beauty products in sparkling glass cases and vitrines, and manned by a sales staff that aspires to be equally elegant and stylish.

"We're not a butcher shop or a hardware store," as Sheldon Harnick's delicious lyrics point out in the opening number, wittily choreographed by Warren Carlyle, in which Maraczek's



SWEET SMELL
Laura Benanti plays a shy woman romanced by her pen pal in "She Loves Me."

opens for business, and the sales clerks cater to a chorus of fashionable women dressed in Jeff Mahshie's chic period costumes. Even the men look snazzy, in their jaunty fedoras.

Miss Amalia Balash (Laura Benanti), who recently lost her job at a rival parfumerie, joins this posh company by proving her savvy at talking rich matrons into buying expensive products they don't need. In addition to her glorious soprano voice, Benanti has great comedy chops, a rarity with Broadway divas who aren't named Patti Lupone. She's at her best here in a part that has been waiting for her to come along, one that seems to love her. The songs "Vanilla Ice Cream" and "Where's My Shoe?" have her name on them — and that's that.

It's close to Christmas, and the feeling in the air is generally festive (and candy-colored, in Donald Holder's upbeat

lighting design). But there are darker personal dramas playing out in the house of Maraczek that might blight the holiday spirit.

Miss Ilona Ritter (the divine Krakowski, whose comic gifts know no limits) and Mr. Steven Kodaly (so natty and such a cad, in Gavin Creel's dashing performance) are having an affair. It ends badly, but their flirting builds to a song-and-dance duet ("Ilona") that's pure high comedy.

Mr. Maraczek, a lovely man played with dignity by Byron Jennings, has been distraught since he learned that his wife is cheating on him — with one of his sales clerks. In a score meticulously orchestrated by Larry Hochman, and rich with wall-to-wall musical highlights including memorable songs like "Dear Friend" and "She Loves Me," Mr. Maraczek's bittersweet "Days Gone By" might easily have been lost.

But the intimate drama that really strums the heartstrings is the one between Miss Balash and Mr. Georg Nowack (that rare romantic hero you don't want to shoot on sight, in Levi's engaging performance). The two have been exchanging pen pal letters for months without knowing each other's identity. (The story, based on the play "Parfumerie" by Miklos Laszlo, also served as the inspiration for films including "The Shop Around the Corner" and "You've Got Mail.") Now it's time for the pen pals to meet — in the romantic setting of the Cafe Imperiale. In this plush milieu, a worldly headwaiter (Peter Bartlett, born to play the part and any like it) comforts Amalia after her heart is broken (with deep feeling, in Benanti's lovely rendering of "Dear Friend").

"She Loves Me" opened during a period when big, fat musicals ruled the day on Broadway, with Bock and Harnick's masterpiece, "Fiddler on the Roof," a case in point. This little jewel of a musical may have been lost in its original setting, but we know better now.

CREDITS: A Roundabout Theater Company production of a musical in two acts, based on a play by Miklos Laszlo, with book by Joe Masteroff, MUSIC BY Jerry Bock, and LYRICS BY Sheldon Harnick. DIRECTED BY Scott Ellis. CHOREOGRAPHED BY Warren Carlyle. MUSIC DIRECTION BY Paul Gemignani. SETS, David Rockwell; COSTUMES, Jeff Mahshie; LIGHTING, Donald Holder; SOUND, Jon Weston. Opened March 17. Reviewed March 11. RUNNING TIME: 2 HOURS, 30 MIN. CAST: Laura Benanti, Zachary Levi, Gavin Creel, Byron Jennings, Michael McGrath, Jane Krakowski, Peter Bartlett, Nicholas Barasch

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., et al. v. Warner/Chappell Music, Inc., et al.*, Lead Case No. CV 13-04460-GHK (MRWx) (C.D. Cal.) (the "Action"). A hearing will be held on June 27, 2016, at 9:30 a.m. 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; (5) whether the notice administrative costs should be approved; and (6) whether the application

of Plaintiffs' Counsel for attorneys' fees and costs and the application for Plaintiffs' incentive compensation should be approved.

If you are a member of the Settlement Class, you must file a Claim Form no later than May 27, 2016 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 May 27, 2016. 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 May 27, 2016 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
C/O Rust Consulting, Inc.
PO Box 2496
Faribault, MN 55021-9196
Tel: (855) 263-3448
Fax: (877) 294-7052
Email: claimsadmin@happybirthdaysettlement.com

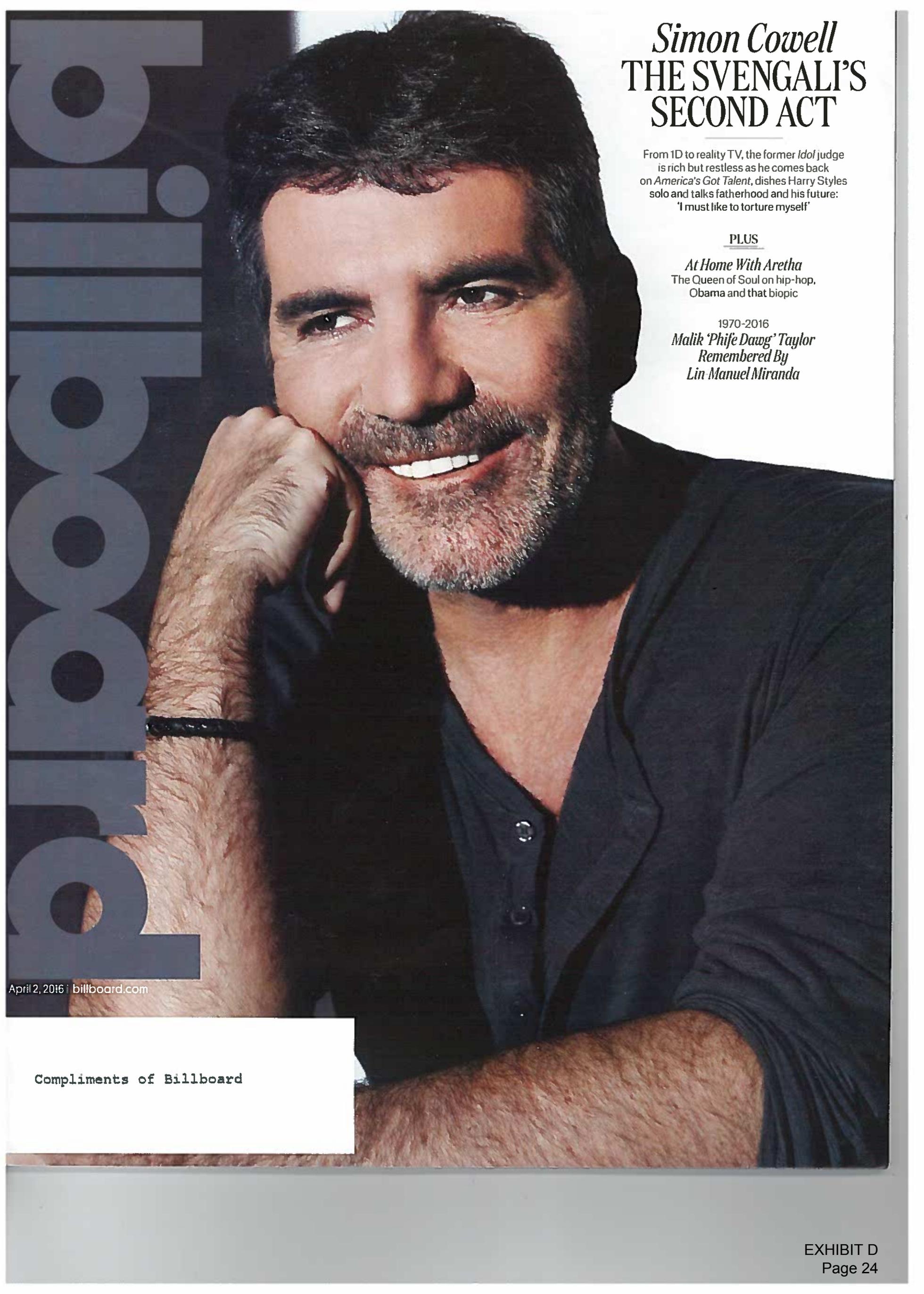
If you have any questions about the settlement, you may also contact Class Counsel for Plaintiffs by mail or telephone as follows:

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

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

EXHIBIT D



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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., et al. v. Warner/Chappell Music, Inc., et al.*, Lead Case No. CV 13-04460-GHK (MRWx) (C.D. Cal.) (the "Action"). A hearing will be held on June 27, 2016, at 9:30 a.m. 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; (5) whether the notice administrative costs should be approved; and (6) whether the application of Plaintiffs' Counsel for attorneys' fees and costs and the application for Plaintiffs' incentive compensation should be approved.

If you are a member of the Settlement Class, you must file a Claim Form no later than May 27, 2016 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 May 27, 2016. 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 May 27, 2016 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
C/O Rust Consulting, Inc.
PO Box 2496
Faribault, MN 55021-9196
Tel: (855) 263-3448
Fax: (877) 294-7052
Email: claimsadmin@happybirthdaysettlement.com

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EXHIBIT E



APRIL 8, 2016

THE HOLLYWOOD REPORTER

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Bill Carter on the
late-night star
who never was

Whitesell (left) and Emanuel were
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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):

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

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BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF
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EXHIBIT F

February 18, 2016

Via U.S.P.S. Priority Certified Mail

LORETTA LYNCH
UNITED STATES ATTORNEY GENERAL
950 PENNSYLVANIA AVE NW
WASHINGTON DC 20530-0001

*Re: Good Morning To You Productions Corp., et al., v. Warner/Chappell Music, Inc., et al.,
United States District Court Central District of California Western Division
CV 13-04460-GHK (MRWx)*

Dear Madam or Sir:

Rust Consulting, Inc., claims administrator, on behalf of Warner/Chappell Music Inc., et al., (“Warner/Chappell Music”), defendant in the above-referenced action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, to advise you of a proposed class action settlement between defendants Warner/Chappell Music, Inc. and Summy-Birchard, Inc. (jointly, “Warner/Chappell Music”) and the plaintiffs in the above-referenced action. Please take notice of the following items of information and enclosed materials, which are provided to you pursuant to 28 U.S.C. § 1715(b).

The Parties filed a motion with the United States District Court for the Central District of California on February 8, 2016, requesting preliminary approval of the proposed settlement. A hearing on the plaintiffs’ motion for preliminary approval has been scheduled for February 29, 2016, at 9:30 am. The Court has not yet scheduled a hearing on final approval of the Settlement. The preliminary and final approval hearings will be held at the United States District Court for the Central District of California, Western Division, Courtroom 650, 255 East Temple Street Los Angeles, CA 90012.

As part of this notice, please find copies of the following documents associated with this action on the enclosed CD:

1. The complaints, all materials filed with the complaints, and any amended complaints filed in this matter;

2. The Class Action Settlement Agreement executed by the parties as of February 8, 2016, as well as the exhibits thereto;
3. The proposed (i) Notice of Proposed Settlement of Class Action and Final Approval Hearing and Claim Form and (ii) Claim Form, which, if approved by the Court, will be sent to potential settlement class members in substantially the same form to notify them of the proposed class action settlement, of the final approval hearing, and of the process for submitting proof of claim forms or requests for exclusion from the settlement class;
4. A copy of the Parties' motion for preliminary approval of the settlement, including all supporting documents;
5. The proposed Publication Notice, which, if approved by the Court, will be published to notify potential settlement class members of the proposed class action settlement;
6. A list containing the names and State residences of certain class members, which was generated from Warner/Chappell Music's and the Harry Fox Agency, Inc.'s electronic licensing databases based on information reasonably available regarding the names and current or last known mailing addresses of class members.

It is not feasible to provide a complete list of names of class members because that information is not reasonably available to Warner/Chappell Music. Moreover, Warner/Chappell Music cannot make a reasonable estimate as to the share of class claims belonging to each State's putative class members because a substantial proportion of the class members' identities, residences, and/or licensing costs are not reasonably available to Warner/Chappell Music. Based on the information reasonably available to Warner/Chappell Music, it estimates that class members residing in California and New York have a larger proportion of class claims than do class members residing in other States.

There are no contemporaneous agreements between class counsel and counsel for defendant in conjunction with the proposed settlement, other than the enclosed settlement agreement and the confidential agreement referenced in Section 9.1 thereof. At this time, there has been no final judgment or notice of dismissal, and there are no written judicial opinions relating to the matters detailed in this notice.



If you have questions about this notice, the settlement, or the enclosed materials, or if you did not receive any of the above-listed materials or have difficulties accessing them electronically, please contact this office or counsel for defendants (Kelly M. Klaus and Adam I. Kaplan, 415-512-4000 Munger, Tolles & Olson LLP).

Sincerely,

Norm Swett
Rust Consulting, Inc.
625 Marquette Ave., Suite 880
Minneapolis, MN 55402-2469
Phone: (612) 359-2076
Facsimile: (612) 359-2050

Enclosure

