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

GOOD MORNING TO YOU
PRODUCTIONS CORP., et al.,

 Plaintiffs,

 v.

WARNER/CHAPPELL MUSIC, INC.,
et al.,

 Defendants.

Lead Case No. CV 13-04460-GHK
(MRWx)

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Judge: Hon. George H. King,
 Chief Judge

Courtroom: 650

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

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

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

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

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

25 4. Pursuant to Rule 23, the Court finds that the Settlement Agreement and
26 Settlement are fair, reasonable, and adequate as the Parties and the Settlement Class
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1 Members, and that the Settlement Agreement and Settlement are hereby finally
2 approved in all respects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **IT IS SO ORDERED.**

10 DATED:

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