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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., <i>et al.</i> ,)	
16	Plaintiffs,	)	DECLARATION OF JAMES
17	v.	)	CHRESSANTHIS IN SUPPORT OF
18		)	FINAL APPROVAL OF CLASS
19	WARNER/CHAPPELL MUSIC,	)	ACTION SETTLEMENT AND
20	INC., <i>et al.</i>	)	REQUEST FOR INCENTIVE
21	Defendants.	)	COMPENSATION AWARD
22		)	Room: 650
23		)	Judge: Hon. George H. King, Chief
24		)	Judge
25		)	Date: June 27, 2016
26		)	Time: 9:30 a.m.
27)	
28)	

1 1. I am the managing member of Majar Productions, LLC (“Majar”), one
2 of the four Plaintiffs in this Action. I have personal knowledge of the facts set forth
3 herein and, if called upon, I could and would competently testify thereto.

4 2. I submit this Declaration in support of Plaintiffs’ motions for final
5 approval of the Settlement and for an incentive compensation award to the Plaintiffs.
6 These motions and supporting memoranda of law are filed concurrently herewith.

7 3. On or about October 29, 2009, Majar paid Defendant Warner/Chappell
8 Music, Inc. (“Warner”) the sum of \$5,000 for a synchronization license to use *Happy*
9 *Birthday to You* (“*Happy Birthday*” or the “Song”).

10 4. At the time, I was aware of Warner’s claim to own a copyright to
11 *Happy Birthday*, and at that time I understood that Majar could use the Song safely
12 only if we obtained a license to do so.

13 5. After Majar paid for a license for *Happy Birthday*, I became aware that
14 another Plaintiff, Good Morning to You Productions Corp. (“GMTY”) had
15 commenced litigation against Warner and its subsidiary challenging their claim to
16 own a copyright to the Song.

17 6. I immediately contacted attorney Kara Wolke and discussed the
18 copyright dispute with her. Following our discussion, I decided to become involved
19 in the litigation with Majar serving as a Plaintiff, and I instructed my attorney to
20 make arrangements for Majar to join the Action. On or about July 17, 2013, a
21 complaint was filed in this Court on Majar’s behalf and on behalf of all others who
22 were similarly situated.

23 7. I have been actively involved as a Plaintiff in the Action. Before my
24 complaint was filed, I spoke on a number of occasions with Ms. Wolke and Marc
25 Godino of the Glancy Prongay & Murray law firm. I searched for and provided my
26 attorneys with documents relevant to my claim, provided information to be included
27 in the complaint and reviewed the complaint itself.

1 8. After my complaint was filed, I continued to provide any documents and
2 information to my counsel as requested to assist them in prosecuting the action, I
3 have had regular telephone and e-mail communications with my attorneys during the
4 course of this matter, I have reviewed all the pleadings and other filings in the case, I
5 have provided factual declarations when necessary, I have kept informed of all
6 developments in the litigation, and finally, I reviewed and approved the proposed
7 settlement.

8 9. My attorneys have kept me informed of the progress of the litigation
9 throughout the pendency of the Action so that I could oversee the Action for the
10 benefit of the Class. In particular, my attorneys and I reviewed the consolidated and
11 amended complaints before they were filed, we reviewed the Defendants' motion to
12 dismiss and Plaintiffs' response to it, we reviewed the Court's decision denying
13 Defendants' motion to dismiss, we reviewed the exchange of discovery, we reviewed
14 the cross-motions for summary judgment and the Court's hearings on the cross-
15 motions, we reviewed the Court's decision granting partial summary judgment in
16 favor of the Plaintiffs, and we discussed the possible settlement of the Action.

17 10. I had extensive communication with my attorneys about the proposed
18 Settlement as it was being negotiated. Ultimately, after those communications, I
19 reviewed, approved, and executed the Settlement Agreement. Thereafter, I have
20 continued to stay abreast of the settlement process.

21 11. I have spent in excess of 30 hours performing my duties as Plaintiff in
22 the Action. I have spent all that time at my own expense, and without any
23 compensation or promise of compensation of any kind.

24 12. I believe my role in the Action was instrumental in achieving the
25 excellent results we have obtained for the Class and for the public.

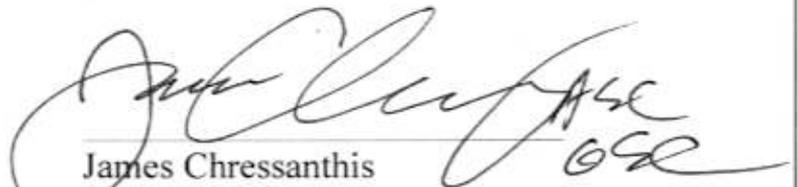
26 13. By serving as a plaintiff in this case through Major, I undertook duties
27 and obligations that other class members did not take. In addition to time I spent
28 participating in the prosecution of this case, I took a risk by coming forward and

1 filing this class action. I am a filmmaker and director active in the entertainment
2 business, and I expect to need synchronization licenses from Warner and other
3 copyright owners in the future. I understood that my role as a plaintiff in this case
4 could negatively impact my efforts to negotiate synchronization licenses in the
5 future. Nonetheless, I believed strongly in the merits of this claim and the importance
6 of the issues raised in the litigation.

7 14. I hereby certify, under the penalty of perjury under the laws of the
8 United States, that the foregoing statements are true and correct to the best of my
9 knowledge, information, and belief.

10 Executed this _14th day of April, 2016, at Topanga, California

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James Chressanthis
Managing Member, Majar Productions, LLC