

1 FRANCIS M. GREGOREK (144785)  
gregorek@whafh.com  
2 BETSY C. MANIFOLD (182450)  
manifold@whafh.com  
3 RACHELE R. RICKERT (190634)  
rickert@whafh.com  
4 MARISA C. LIVESAY (223247)  
livesay@whafh.com  
5 BRITTANY N. DEJONG (258766)  
dejong@whafh.com  
6 **WOLF HALDENSTEIN ADLER**  
**FREEMAN & HERZ LLP**  
7 750 B Street, Suite 2770  
San Diego, CA 92101  
8 Telephone: 619/239-4599  
9 Facsimile: 619/234-4599

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,	)	<b>REVISED SECOND SUPPLEMENTAL</b>
17		)	<b>DECLARATION OF NORMAN</b>
18	v.	)	<b>SWETT IN SUPPORT OF FINAL</b>
19	WARNER/CHAPPELL MUSIC,	)	<b>APPROVAL OF CLASS ACTION</b>
20	INC., <i>et al.</i>	)	<b>SETTLEMENT</b>
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, under penalty of perjury, hereby declares and  
2 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 second Supplemental Declaration in further support of  
8 Plaintiffs' motion for final approval of the Settlement, which was filed on April 27,  
9 2016.

10 3. The postmark deadline for claim filing was May 27, 2016. As noted in  
11 the prior supplemental declaration, we emailed Notices to 83 foreign performing  
12 rights societies with which ASCAP is affiliated on May 5, 2016. It was determined  
13 that 48 of these 83 societies had not been on either list of names and addresses of  
14 Settlement Class Members who received Notice by mail sent on March 28, 2016  
15 (pursuant to the Notice Plan), or on the list of foreign rights organizations ("FROs")  
16 who received Notice by email on April 15, 2016 (pursuant to Plaintiffs' Counsel's  
17 request). Plaintiffs and Defendants stipulated and agreed to extend the claim filing  
18 deadline for these 48 entities, which the Court approved on May 27, 2016. (Dkt.  
19 Nos. 331 & 333).

20 4. On May 27, 2016 Rust sent emails to these 48 FROs with the following  
21 message:

22 **RE: Happy Birthday Litigation Extension of Claim Deadline**

23  
24 **You may not have received notice of the Settlement until May 5,**  
25 **2016, when it was sent to you by email. Therefore, please be**  
26 **advised that the Parties have agreed to extend the deadline for**  
27 **you to submit a claim to June 24, 2016. To be timely, your claim**  
28 **must be received by the Settlement Administrator no later than**  
**June 24, 2016. No other dates or deadlines have been changed.**

5. As of June 15, 2016, Rust has received and processed through intake 275 claims, 63 of which were found to be duplicative (class members frequently chose to submit claims in a redundant manner to insure inclusion). The remaining 212 claims together have claimed \$7,345,976.40 for Period One Claims and \$13,290,497.33 for Period Two Claims. Rust is still reviewing the claims. The dollar amounts of these claims may change as we conduct our review of the claimants and the supporting documentation for the claims.

6. As of June 17, 2016, Rust has not received any objections to the proposed Settlement from any Settlement Class Members or from anyone else claiming an interest in the copyright to *Happy Birthday to You*.

7. As of June 17, 2016, Rust has received exclusion requests from only four FROs, which are listed in Exhibit A. The total amount paid by the FROs seeking to exclude themselves is \$38,112.98, as set forth on Exhibit A.

8. Rust's invoices to date for this matter total \$76,326.58. The invoices are attached in Exhibit B. Based upon prior experience, we expect that our total invoice for work on this matter (including the review, processing, and payment of the claims from Settlement Class Members) will not exceed the sum of \$120,000.

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

Executed this 21st day of June, 2016, at Minneapolis, Minnesota.

Thomas C. Swett

NORMAN SWETT