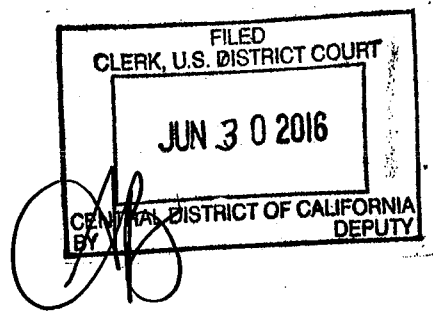


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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

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

Plaintiffs,

v.

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

Defendants.

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

**FINAL ORDER AND JUDGMENT**

1 This matter is before us on Plaintiffs' Motion for Final Approval of Class Action  
2 Settlement ("Motion"). The Court has jurisdiction over the subject matter of the  
3 Action and over all Parties to the Action, including all Settlement Class Members.

4 After reviewing the Settlement Agreement, Plaintiffs' Motion, and other related  
5 documents, and having heard the argument of counsel for the respective Parties, IT IS  
6 HEREBY ORDERED AS FOLLOWS:

7 1. This Final Order and Judgment ("Judgment") incorporates by reference  
8 the definitions in the Settlement Agreement, and all capitalized terms used herein shall  
9 have the same meanings as set forth therein.

10 2. Pursuant to Federal Rule of Civil Procedure ("Rule") 23, the Court  
11 certifies, for purposes of settlement only, the Settlement Class as defined in the  
12 Settlement Agreement and in the Preliminary Approval Order. The Persons who  
13 timely submitted valid requests for exclusion from the Settlement Class, as listed on  
14 Exhibit 1 hereto, are hereby excluded from the Settlement Class.

15 3. For the purposes of settlement only, the Court concludes that the  
16 prerequisites for a class action under Rules 23(a) and (b)(3) have been satisfied in that:  
17 (1) the members of the Settlement Class are so numerous that joinder of all Settlement  
18 Class Members in the class action is impracticable; (2) there are questions of law and  
19 fact common to the Class that predominate over any individual question; (3) Plaintiffs'  
20 claims are typical of the claims of the Settlement Class; (4) Plaintiffs and Class  
21 Counsel have fairly and adequately represented and protected the interests of  
22 Settlement Class Members; and (5) a class action is superior to other available methods  
23 for the fair and efficient adjudication of the controversy, considering: (a) the extent and  
24 nature of any litigation concerning the controversy already commenced by Settlement  
25 Class Members; (b) the interests of the Settlement Class Members in individually  
26 controlling the prosecution of separate actions; (c) the desirability or undesirability of

1 concentrating the litigation of these claims in this particular forum; and (d) the  
2 difficulties likely to be encountered in the management of the class action.

3 4. Pursuant to Rule 23, the Court concludes that the Settlement Agreement  
4 and Settlement are fair, reasonable, and adequate as to the Parties and the Settlement  
5 Class Members, and that the Settlement Agreement and Settlement are hereby finally  
6 approved in all respects.

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

9 6. The Court hereby declares that, as of the Final Settlement Date, the Song  
10 entitled *Happy Birthday to You!* will be in the public domain.

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

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

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

1 the Settlement, or any confidentiality agreement to which the Parties have entered or  
2 may enter into in connection with the Action.

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

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

16 12. Neither the Settlement Agreement nor any of its terms or provisions, nor  
17 any of the negotiations, discussions, proceedings connected with it, nor any act  
18 performed or document executed pursuant to or in furtherance of the Agreement or the  
19 Settlement: (1) is or may be deemed to be or may be used as an admission of, or  
20 evidence of, the validity of any of the allegations in the Action or of the validity of any  
21 Released Claim, or of any wrongdoing or liability of the Released Parties; or (2) is or  
22 may be deemed to be or may be used as an admission of, or evidence of, any fault or  
23 omission of any of the Released Parties in any civil, criminal, or administrative  
24 proceeding in any court, arbitration proceeding, administrative agency, or forum or  
25 tribunal in which the Released Parties are or become parties; or (3) is or may be  
26 deemed to be or may be used as an admission or evidence that any claims asserted by  
27 Plaintiffs were not valid or that the amount recoverable was not greater than the  
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1 Settlement Amount, in any civil, criminal, or administrative proceeding in any court,  
2 administrative agency, or other tribunal.

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

11       14. Without affecting the finality of this Judgment in any way, this Court  
12 hereby retains continuing exclusive jurisdiction over: (1) implementation of this  
13 Settlement and any award or distribution of the Settlement Fund, including interest  
14 earned thereon; (2) disposition of the Settlement Fund; (3) disposition of the Fee and  
15 Expense Award and the Incentive Awards in the Action; and (4) all Parties hereto for  
16 the purpose of construing, enforcing, and administering the Settlement Agreement.

17       15. The Court hereby directs that the first \$76,326.58 of Settlement Notice  
18 and Administration Expenses shall be paid out of the Settlement Fund without further  
19 order of the Court in accordance with Sections 1.52 and 5.3 of the Settlement  
20 Agreement.

21       16. Class Counsel are awarded the sum of \$204,461.40 in expenses, to be  
22 allocated by Lead Class Counsel in the manner provided for in the Settlement  
23 Agreement. Defendants shall pay such amounts (or the amounts provided for in the  
24 Settlement Agreement, if Defendants appeal this award) to Lead Class Counsel within  
25 five (5) days of the Final Settlement Date in the manner provided for in the Settlement  
26 Agreement.

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1           17. The Court awards Plaintiff Good Morning to You Productions Corp. an  
2 incentive award of \$15,000 as fair and reasonable compensation for its services. The  
3 Court further awards Plaintiffs Robert Siegel, Rupa Marya, and Majar Productions  
4 LLC incentive awards of \$10,000 each as fair and reasonable compensation for their  
5 services. Defendants shall, within five (5) days after the Final Settlement Date, pay  
6 such amounts to Plaintiffs in the manner provided for in the Settlement Agreement.

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

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

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

23           21. In the event that the Settlement does not become effective in accordance  
24 with the terms of the Settlement Agreement, or the Final Settlement Date does not  
25 occur, then: (1) the Settlement Agreement, this Judgment (including but not limited to  
26 the certification of the Settlement Class, the appointment of Plaintiffs as Class  
27 Representatives, and the appointment of Class Counsel) shall be vacated and shall be  
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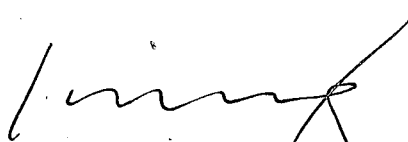
1 null and void, shall have no further force and effect with respect to any Party in this  
2 Action, and shall not be used in this Action or in any other proceeding for any purpose;  
3 (2) this action will revert to the status that existed before the Settlement Agreement's  
4 execution date; (3)(a) no term or draft of the Settlement Agreement, (b) nor any part of  
5 the Parties' settlement discussions, negotiations, or documentation (including any  
6 declaration or brief filed in support of the motion for preliminary approval or motion  
7 for final approval), (c) nor any rulings regarding class certification for settlement  
8 purposes (including the Preliminary Approval Order and this Judgment), will have any  
9 effect or be admissible into evidence for any purpose in the Action or any other  
10 proceeding.

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

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

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15 **IT IS SO ORDERED.**

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17 DATED: 6/30/16

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20 Honorable George H. King  
21 Chief United States District Judge  
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# **EXHIBIT 1**

## REQUEST OF EXCLUSION

Name	Address	Amount reported by Class Member	Amount converted to USD
AKM	BAUMANNSTRAÙE 10 A-1030 VIENNA AUSTRIA	\$1,514.83	
Austro- Mechana	BAUMANNSTRAÙE 10 A-1030 VIENNA AUSTRIA	\$1,514.83	
SABAM	AARLENSTRAAT 75-77 1040 BRUSSEL BELGIUM	\$8410,20 Euro	\$9,508.99 USD
STIM	HORNSGATAN 103 104 62 STOCKHOLM SWEDEN	\$211 120,29 SEK	\$25,574.33 USD

Amounts were converted to USD using Google Converter  
(<https://www.google.com/intl/en/googlefinance>) on June 20, 2016.