

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**THE RICK NELSON COMPANY, LLC,**

**Plaintiff,**

**v.**

**SONY MUSIC ENTERTAINMENT,**

**Defendant.**

Case No.: 1:18-cv-08791-LLS

**DECLARATION OF MATTHEW NELSON IN SUPPORT OF MOTION  
FOR ATTORNEYS' FEES, COSTS, AND SERVICE PAYMENT**

**DECLARATION OF MATTHEW NELSON**

I, Matthew Nelson, declare as follows:

1. I am the managing partner of The Rick Nelson Company, LLC, the named Plaintiff and proposed class representative in the above-captioned class action lawsuit (“Plaintiff”) against Sony Music Entertainment (“Sony”). I submit this declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Costs, and Service Payment. I am personally familiar with the facts that are provided in this declaration. If called as a witness, I could and would competently testify to the matters stated herein.

2. The Rick Nelson Company, LLC decided to serve as a class representative and prosecute this class action lawsuit against Sony without any promise of recovery or compensation. As a class representative, it is The Rick Nelson Company, LLC’s goal to ensure that all artists who are class members in this case are properly and equitably paid royalties on international streaming revenues earned from their artistic works in the past and in the future.

3. It is my understanding that this lawsuit could not have been prosecuted on behalf of class members who entered into compensation agreements with Sony unless a party to a compensation agreement, such as The Rick Nelson Company, LLC, decided to serve as a class representative. In deciding to have The Rick Nelson Company, LLC serve as the class representative in this case, I understood there was a potential risk of my name and the name of The Rick Nelson Company, LLC, being disclosed in the media, and a potentially negative impact on my and The Rick Nelson Company, LLC’s business relationship with Sony and other entities in the entertainment industry. Despite these risks, The Rick Nelson Company, LLC agreed to serve as a class representative. Further, both Gunnar and I are musicians and perform under the band name “Nelson” and have achieved success in our own right by, among other things, having

our own double-platinum album. Therefore, by participating in this case, it was not lost on us that potential record labels and distributors interested in our own music, let alone our father's, might be put off by our being involved in a class action against a major record label.

4. I believe The Rick Nelson Company, LLC has fulfilled its responsibilities as a class representative, which required me and my business partner, Gunnar Nelson, to spend a significant amount of time and effort during the course of this litigation on case-related activities. These case-related activities include, but are not limited to: (1) searching for documents related to this lawsuit; (2) reviewing and approving court-filings, including the operative Class Action Complaint and the Stipulation and Agreement of Settlement (“Settlement Agreement”); (3) staying informed and communicating with my attorneys regarding the status and progress of this lawsuit; (4) traveling from out of state and physically attending mediation in this case as was demanded by Sony; and (5) having many conversations about a potential resolution after the first in-person mediation took place and after the second mediation session. These activities required my and The Rick Nelson Company, LLC's time and resources that could have been spent on other matters.

5. Further, at all times I was ready, willing, and able to testify at trial on behalf of The Rick Nelson Company, LLC if the case proceeded to trial. I remain ready, willing, and able to continue actively participating in this lawsuit and fulfilling my responsibilities as a class representative throughout the course of this litigation including attending and providing testimony at trial if necessary.

6. In light of the significant time and effort expended, The Rick Nelson Company, LLC requests a service payment in the total amount of \$25,000. I believe that the proposed service payment of \$25,000 to The Rick Nelson Company, LLC which the parties agreed upon

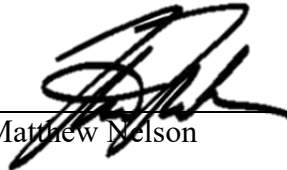
and proposed in the Settlement Agreement, subject to the Court's approval, is fair compensation for The Rick Nelson Company, LLC's service as a class representative in this case, for its efforts in helping to secure this proposed Settlement on behalf of class members, and The Rick Nelson Company, LLC's release of all claims against Sony.

7. As I indicated in my declaration in support of Plaintiff's Motion for Preliminary Approval, I fully support the class action Settlement in this lawsuit and believe it to be fair, reasonable, and adequate.

8. The Rick Nelson Company, LLC is a member of the proposed Settlement Class. Its interests are aligned with Settlement Class members. To my knowledge, The Rick Nelson Company, LLC has no conflicts of interest with any member of the proposed Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed October 22, 2020, at Nashville, Tennessee.

  
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Matthew Nelson