

**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 JEFFREY A. KONCIUS IN SUPPORT OF MOTION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE PAYMENT**

I, Jeffrey A. Koncius, declare:

1. I am a partner in the law firm of Kiesel Law LLP (“KL”), one of the attorneys of record for Plaintiff The Rick Nelson Company, LLC (“Plaintiff”) and proposed class representative in the above-captioned class action lawsuit. I am an attorney duly admitted to practice before this Court and am a member in good standing of the State Bars of California, New Jersey and New York.

2. I am one of the attorneys principally responsible for the handling of this matter at KL. I am personally familiar with the facts set forth in this declaration. If called as a witness I could and would competently testify to the matters stated herein. I make this declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Costs, and Service Payment.

3. KL was extensively involved in all aspects of this class action lawsuit since its inception and the work performed was reasonable and necessary. My firm’s work included pre-litigation research and investigation, participating in strategy meetings, participating in meetings with Plaintiff, reviewing the Complaint, reviewing and analyzing information provided by Sony relating to the action, preparing for and attending two mediations with different mediators, reviewing and revising the mediation briefs, participating in extended arm’s-length negotiations and more than one dozen conferences, and many dozens of written communications, with defense counsel related to settlement, finalizing the terms of the Settlement Agreement, taking a major role in drafting of the Motion for Preliminary Approval, communicating with, and drafting communications to, the Court, obtaining preliminary Court approval of the Settlement, ensuring proper dissemination of the notice plan to Class Members, and communicating with Class Members about the Settlement. KL also took the laboring oar on the instant Motion for Attorneys’ Fees, Costs, and Service Payment.

4. KL will continue to serve as co-lead class counsel on behalf of the Class for the duration of the case including completion of the settlement claims and distribution process, obtaining final approval of the settlement, and all other work that is necessary for the settlement to become final. It is respectfully submitted that this work has contributed, and will continue to

contribute, to the great result reached for the Class herein.

5. This action was settled only after Plaintiff and Sony engaged in substantial exchanges of information and extended arm's-length negotiations. Plaintiff entered into the Settlement only after conducting a thorough investigation into the factual and legal issues raised in this case and intensive settlement negotiations with Sony.

6. Attached hereto as **Exhibit A** is a true and correct copy of the Settlement Agreement and Release entered into by the parties (without exhibits), which was finalized on September 4, 2020.

7. KL has extensive experience prosecuting complex consumer class actions in both State and Federal Courts around the country and has the resources to litigate this case on a classwide basis. Attached hereto as **Exhibit B** is a true and correct copy of my firm's resume which includes information pertaining to the predecessor firms of "Kiesel Boucher Larson LLP" and "Kiesel + Larson LLP." As set forth in that Exhibit, my firm has a long history of being an advocate for plaintiffs and consumers in class actions, mass actions and individual actions, nationally and state-wide. In that regard, my firm has held lead, liaison or co-lead positions in a variety of actions. In addition, I personally have been appointed class counsel in many cases both in Federal and State Courts in California, New York and New Jersey. Examples of the firm's experience includes:

- ***In re Ford Motor Co. DPS6 Powershift Transmission Prods. Liab. Litig.***, MDL No. 2814 (C.D. Cal.): KL was appointed by the Court as Lead/Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the "DPS6 transmission." This matter is currently pending before the Honorable Andre Birotte Jr. in the United States District Court, Central District of California. There have been more than 1,000 cases within this MDL.
- ***Southern California Gas Leak Cases***, California JCCP No. 4861 (L.A.S.C.): The Porter Ranch gas leak has widely been reported as the single worst natural gas leak in U.S. history. KL was appointed by the Court as Liaison Counsel for the

private plaintiffs, which include the business class action complaints filed by local businesses for economic losses, individual class action complaints, and more than 38,000 individual Plaintiffs' claims.

- ***JUUL Labs Product Cases***, California JCCP 5052, Lead Case No. 19STCV22935 (L.A.S.C.): On February 18, 2020, KL was appointed Co-Lead Plaintiffs' Counsel for Private Plaintiffs in the *JUUL* JCCP. Currently there are hundreds of cases pending in the JCCP, and more cases are continuing to be filed. The litigation is just now entering the discovery phase. The *JUUL* JCCP is currently working together with leadership in the *JUUL* MDL to litigate these cases.
- ***In re: Wright Medical Tech., Inc., Conserve Hip Implant Prods. Liab. Litig.***, MDL No. 2329 (N.D. Ga.): KL was appointed Co-Lead Counsel in this MDL arising out of injuries sustained as a result of implantation of defective metal-on-metal hip devices. KL was then part of the trial team that obtained an \$11 million verdict in Atlanta, GA, in November 2015. The verdict included \$10 million in punitive damages.
- ***Clergy Cases I, II, & III***, California JCCPs 4286, 4297, and 4359: Litigated childhood sexual abuse cases against the Los Angeles Archdiocese with the total settlement exceeding \$1.2 billion.
- ***Echeverria v. Johnson & Johnson***, Case No. BC628228 (L.A.S.C.): Working closely with a number of other highly regarded Plaintiffs' law firms, KL obtained a record-setting jury award of \$417 million dollars against Johnson & Johnson and its subsidiary for the companies' failure to warn of the elevated risk of ovarian cancer associated with its Baby Powder and Shower to Shower talcum powder products. At the time, the award was the highest ever obtained against Johnson & Johnson in connection with their talc based products and included a punitive damage award of \$347 million. Defendants' post-trial motions were

granted, which rulings were then partially reversed on appeal. The matter was remanded for further proceedings.

- ***Chatsworth Metrolink Collision Cases***, Lead Case No. PC043703 (L.A.S.C.): In addition to KL representing passengers and family members injured in the 2008 Metrolink Train crash in Chatsworth, KL was selected and appointed Plaintiffs' Liaison Counsel in the coordinated proceedings. Working closely with other members of the Plaintiffs' Steering Committee and counsel for defendants, KL successfully negotiated the recovery of \$200 million for the plaintiffs, the maximum amount that defendants could be required to pay under federal law.
- ***Federal Express Vehicle Collision Cases***, California JCCP No. 4788 (L.A.S.C.): KL appointed Interim Lead and Liaison Counsel for Plaintiffs in action stemming from head on collision between a Federal Express truck and bus.
- ***In re: Avandia Mktg., Sales Practices and Prod. Liab. Litig.***, MDL No. 1871 (E.D. Pa.): The Plaintiffs' Steering Committee for this MDL selected KL to serve as Lead Counsel for the PSC in the numerous lawsuits filed against defendant GlaxoSmithKline PLC, manufacturer of the onetime "blockbuster" type 2 diabetes drug Avandia.
- ***In re: Warner Music Group Corp. Digital Downloads Litig.***, United States District Court, Case No. 3:12-cv-00559-RS (N.D. Cal.): Appointed interim co-lead class counsel on a contested motion and litigated class case against major record label relating to the manner in which the label paid royalties to artists for digital downloads. Final approval granted of class settlement of more than \$11 million.
- ***Skeen v. BMW***, United States District Court, Case No. 2:13-cv-1531-WHW-CLW (D.N.J.): Nationwide class action alleging defective timing chain tensioner in certain turbo model MINI Cooper automobiles which resulted in engine damage. Class settlement approved which provided for refunds to consumers, free

repairs and an extended warranty.

- ***Nader v. Capital One Bank (U.S.A.), N.A.***, United States District Court, Case No. 2:12-cv-01265-DSF-RZ (C.D. Cal.); ***Stone v. Howard Johnson Int'l, Inc.***, United States District Court, Case No. 2:12-cv-01684-PSG-MAN (C.D. Cal.); ***Greenberg v. E-Trade Fin. Corp.***, Case No. BC360152 (L.A.S.C.); ***Mount v. Wells Fargo Home Mortgage, Inc.***, Case No. BC395959 (L.A.S.C.); ***Raymond v. Carsdirect.com***, Case No. BC256282 (L.A.S.C.). Businesses must provide the familiar admonition that telephone calls with consumers “may be recorded for quality assurance and training purposes” in order to comply with California law, which requires the consent of all parties to a telephone conversation before it may be recorded. In these cases, KL represented classes of California individuals, in both federal and state courts, whose calls were recorded without their knowledge or permission.
- ***In re Ford Motor Warranty Cases***, California JCCP No. 4856 (L.A.S.C.): KL was appointed by the Court as Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the DPS6 transmission. This “Southern California” JCCP covers the California counties of Los Angeles, Orange, Imperial, Kern, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura. There are approximately 147 cases within this JCCP.
- ***In re Ford Motor Transmission Cases***, California JCCP No. 4924 (Sacramento S.C.): KL was appointed by the Court as Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the DPS6 transmission. This “Northern California” JCCP covers the California counties of Alameda, Butte, Contra Costa, Fresno, Lassen, Marin, Mendocino, Merced, Placer, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter, and Tehama. There are approximately 29 cases within this JCCP.

8. Additionally, KL, along with other Class Counsel, has been class counsel in the following cases against other major music labels, involving similar factual and legal issues relating to royalties paid to recording artists: *Debra Sledge, et al. v. Warner Music Group Corp.* (N.D. Cal Case No. 12-cv-00559); *Rick James, et al. v. UMG Recordings, Inc.* (N.D. Cal. Case No. 11-cv-1613); and, *Martha Davis v. Capitol Records, LLC* (N.D. Cal. Case No. 12-cv-1602). KL and the other law firms representing Plaintiff and the Class in this matter, have also been previously found to be adequate class counsel in other entertainment class action cases addressing similar issues pertaining to the accounting of royalties with respect to movies, such as: *Colin Higgins Prods., Ltd. v. Universal City Studios, LLC* (L.A. Super. Ct. Case No. BC499180); *Colin Higgins Prods., LTD. v. Paramount Pictures Corp.* (L.A. Super. Ct. Case No. BC499179); *Martindale, et al. v. Sony Pictures Entm't, Inc.* (L.A. Super. Ct. Case No. BC499182); and, *Stanley Donen Films, Inc. v. Twentieth Century Fox Film Corp.* (L.A. Super. Ct. Case No. BC499181).

9. The same counsel in this case have also filed a similar action in the United States District Court, Central District of California, against Warner Music Group. *Leonard Williams v. Warner Music Group Corp.*, 2:18-cv-09691-JWH-PJW (C.D. Cal.). There, class certification was denied on a contested motion and, after a successful Rule 23(f) Petition, the matter is now pending before the Ninth Circuit Court of Appeals where the briefing is not yet complete. The gist of the denial in the District Court was that Plaintiffs' claims were not typical. Plaintiffs obviously do not agree with that conclusion, have other bases for appeal, and are vigorously pursuing the case in the Ninth Circuit.

10. KL, along with other Class Counsel, has been working diligently on this case for over two years on a pure contingency basis with no guarantee of recovery.

11. As of October 29, 2020, KL spent a total of 431.1 hours working on this case and incurred a lodestar of \$414,277.00 based on its hourly rates. Attached hereto as **Exhibit C** is a schedule indicating the amount of time KL spent in connection with this litigation, and its lodestar calculation based on its current billing rates. The schedule was prepared from

contemporaneous, daily time records regularly prepared and maintained by my firm, which are available at the request of the Court.

12. The attorneys of KL billed this case at their usual and customary hourly billing rates, which have been approved by other courts presiding over similar complex class action lawsuits, and which are commensurate with the prevailing market rates in this District for attorneys of comparable experience and skill handling complex litigation.

13. My firm's lodestar figures are based upon the firm's billing rates, which do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in my firm's billing rates.

14. KL will spend additional time responding to Class Member communications and objections (if any), continuing to supervise the claims process, and preparing for and attending the Fairness Hearing on May 25, 2021.

15. In addition to the contingent nature of its fees, KL and other Class Counsel have advanced all out-of-pocket expenses, including mediation costs. As of October 29, 2020, KL has incurred a total of \$8,716.01 in unreimbursed out-of-pocket expenses in connection with the prosecution of this litigation, which were advanced with no promise of repayment. Of those total expenses, \$8,325.00 were paid to the Litigation Fund, and \$391.01 are expenses that are out of pocket to my firm. Attached hereto as **Exhibit D** is a schedule of expenses incurred by KL.

16. The expenses KL incurred in this action are reflected on the books and records of KL. These books and records are prepared from expense vouchers, check records, and other source materials and represent an accurate recordation of the expenses incurred. These expenses were reasonable and necessary to achieve the successful result reached in this case. The proof of my firm's expenses are available at the request of the Court.

17. Throughout the course of this litigation, Matthew Nelson and Gunnar Nelson, partners of The Rick Nelson Company, LLC, have spent a significant amount of time and effort 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,

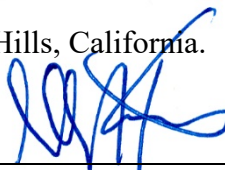
including the operative Class Action Complaint and the Stipulation and Agreement of Settlement; (3) staying informed and communicating with Class Counsel regarding the status and progress of this lawsuit; (4) traveling from out of state and physically attending mediation in this case as was demanded by Sony; and (5) engaging in numerous conversations about a potential resolution after the first in-person mediation took place and after the second mediation session.

18. From my experience in other entertainment-related and other litigation, it is my opinion that Matthew Nelson's and Gunnar Nelson's involvement in this litigation, on behalf of Plaintiff, also put them at risk of having their names and the name of The Rick Nelson Company, LLC, being disclosed in the media, and a potentially negative impact on their business relationship with Sony and other entities in the entertainment industry.

19. Based on their involvement, it is submitted that the requested service payment of \$25,000 is reasonable and appropriate so as to compensate The Rick Nelson Company, LLC for serving as a named Plaintiff, and the risk it took on the case.

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

Executed on October 30, 2020, at Beverly Hills, California.



Jeffrey A. Koncius

EXHIBIT “A”

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

**THE RICK NELSON COMPANY, LLC, a
Delaware limited liability company, on
behalf of itself and all others similarly
situated,**

Plaintiff,

v.

**SONY MUSIC ENTERTAINMENT, a
Delaware corporation,**

Defendant.

Case No. 18-cv-08791 (LLS)

STIPULATION AND AGREEMENT OF SETTLEMENT

The Rick Nelson Company, LLC (“Plaintiff”), on behalf of itself and the Settlement Class (as defined below), and defendant Sony Music Entertainment (“Defendant,” and together with Plaintiff, the “Parties”), on behalf of itself and all other entities identified in Paragraph 1(ee) below, by and through their attorneys, hereby stipulate to the dismissal of the claims asserted by Plaintiff and the Settlement Class against Defendant, upon and subject to the terms and conditions of this Stipulation and Agreement of Settlement (the “Stipulation”) set forth below, as of September 4, 2020, subject to the approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure.

RECITALS

WHEREAS, the above-captioned action (the “Action”) was brought as a class action on behalf of a class of persons who entered into recording or production agreements with SME, and alleged breach of those agreements with respect to the calculation of royalties on Recordings streamed in a foreign country;

WHEREAS, on September 25, 2018, Plaintiff filed the initial putative class action complaint against Defendant in the U.S. District Court for the Southern District of New York (the “Court”) asserting causes of action for breach of contract and unjust enrichment; and

WHEREAS, on October 29, 2019 and January 22, 2020, the Parties attended mediation sessions conducted by, respectively, Ambassador David Huebner and the Honorable Louis M. Meisinger (Ret.);

WHEREAS, on March 19, 2020, the Parties submitted a letter advising the Court that the Parties had reached a settlement in principle and requesting an order adjourning all deadlines;

WHEREAS, Class Counsel (as defined below) have conducted a thorough investigation of the underlying events as alleged in the complaint, and have researched the applicable law with respect to the claims alleged and the potential defenses thereto;

WHEREAS, SME: denies all allegations of wrongdoing, fault, or liability, or that it has acted improperly in any way; believes that this Action lacks merit; would have continued to resist vigorously Plaintiff’s claims and contentions and would have continued to assert its defenses thereto had this Stipulation not been reached; and has entered into this Stipulation to put the Released Plaintiff Claims (as defined below) to rest finally and forever solely for the purpose of avoiding prolonged and expensive litigation, without acknowledging in any way any fault, wrongdoing or liability whatsoever; and

WHEREAS, Plaintiff and Class Counsel believe that the claims asserted in the Action are meritorious and would have continued to vigorously prosecute those claims, but they have considered and weighed the risk, expense, and uncertainty involved in establishing the validity of their claims and have concluded that, in light of the uncertainty of the outcome as well as the substantial risks and inevitable delay in proceeding to trial, compared to the benefits being

provided hereby, the terms and conditions set forth herein are fair and reasonable and should be submitted to the Court for approval.

NOW THEREFORE, without any admission or concession of any lack of merit whatsoever by Plaintiff, and without any admission or concession of any liability or wrongdoing whatsoever by Defendant, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties to this Stipulation, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties hereto from the Settlement, that all Released Plaintiff Claims (as defined below) as against the Released Parties (as defined below) shall be compromised, settled, released and dismissed with prejudice and without costs, upon and subject to the following terms and conditions:

CERTAIN DEFINITIONS

1. As used in this Stipulation, the following capitalized terms (not already defined above or as may be defined below) shall have the following meanings:

(a) “Administrator-Passed Claimant” means a Claimant that the Settlement Administrator determines has submitted a Claim Form satisfying all of the requirements of Paragraph 22(c), including those Claimants who have timely cured any deficiency pursuant to Paragraph 22(d).

(b) “Authorized Claimant” means an “Authorized Future Claimant” or “Authorized Past Claimant.”

(c) “Authorized Future Claimant” means any Class Member; provided however that such Class Member shall not be an Authorized Future Claimant (i) with respect to any Class Contract for which another party thereto has timely submitted a valid Request for Exclusion, and (ii) with respect to any Recording (x) for which such Class Member was paid a

Foreign Streams At-Source Royalty as of the period ended June 30, 2019, or (y) subject to an express contractual provision for a Foreign Streams At-Source Royalty that was in effect on or after July 1, 2019, other than by operation of this Stipulation.

(d) “Authorized Past Claimant” means a Class Member on behalf of whom a timely, valid Claim Form has been submitted.

(e) “Claimant” means a person or entity on whose behalf a Claim Form is submitted.

(f) “Claim Form” means the form to be sent to potential Class Members, as provided in Paragraph 14 of this Stipulation, substantially in the form attached hereto as **Exhibit A-2**.

(g) “Class Member(s)” means a person or entity that falls within the definition of the Settlement Class.

(h) “Class Counsel” means the law firms of Johnson & Johnson LLP, Pearson, Simon & Warshaw, LLP, and Kiesel Law LLP.

(i) “Class Contract” means a contract (i) to which SME, or any entity of which SME is a member or partner and on behalf of which SME pays or credits royalties, is a party; (ii) that provides for exploitation of Recordings, the copyrights in which SME owns and/or controls; and (iii) in connection with which SME paid or credited any royalties for Foreign Streams calculated on a basis other than Foreign Streams At-Source Revenue during the period from September 25, 2012, through June 30, 2019, or any portion thereof.

(j) “Defendant’s Counsel” means the law firm of Covington & Burling LLP.

(k) “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement contemplated by this Stipulation shall become effective, as set forth in Paragraph 28 below.

(l) “Email Notice” means the notice to be sent to potential Class Members by email, as provided in Paragraph 14 of this Stipulation, substantially in the form attached hereto as **Exhibit A-3**.

(m) “Foreign Stream(s)” means a Stream or Streams outside of the United States.

(n) “Foreign Streams At-Source Revenue” means, for a Foreign Stream, the revenue received directly from the digital service provider by SME or its principal licensee in the territory concerned.

(o) “Foreign Streams At-Source Royalty” means a royalty for Foreign Streams calculated based on Foreign Streams At-Source Revenue.

(p) “Foreign Streaming Royalty Recipient” means a person or entity to whom SME paid or credited a royalty for Foreign Streams during the period from September 25, 2012, through June 30, 2019, or any portion thereof.

(q) “Notice” means the notice to be sent to potential Class Members, as provided in Paragraph 14 of this Stipulation, substantially in the form attached hereto as **Exhibit A-1**.

(r) “Notice Order” means the order substantially in the form attached hereto as **Exhibit A**, to be entered by the Court, *inter alia*, preliminarily approving the terms and conditions of this Stipulation, directing that Notice be provided to the Settlement Class, and scheduling a hearing concerning final approval of the Settlement.

(s) “Opt-Out” means a person or entity who would be a Class Member but for the fact that the person or entity has filed a valid and timely Request for Exclusion in accordance with the requirements set forth in the Notice.

(t) “Publication Notice” means the summary notice of proposed Settlement and hearing for publication substantially in the form attached hereto as **Exhibit A-4**.

(u) “Judgment” means the proposed Order and Final Judgment substantially in the form attached hereto as **Exhibit B**.

(v) “Past Settlement Relief” means the agreement by Defendant to pay or credit royalties on past revenues from Foreign Streams, as described in Paragraphs 10 and 20(a) below.

(w) “Recording” shall mean every form of recording, whether now known or unknown, embodying sound alone or sound accompanied by visual images, graphic material, text or other materials, by any method and on any substance or material, whether now or hereafter known.

(x) “Released Plaintiff Claims” shall collectively mean any and all actions, suits, claims, demands, rights, liabilities and causes of action, of every nature and description whatsoever, whether individual, class, derivative, representative, legal, equitable, or any other type or in any other capacity, or concealed or hidden, that were asserted or that could have been asserted (including without limitation claims for negligence, gross negligence, breach of contract, unjust enrichment, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal common law, statutes, rules, or regulations), including both known claims and Unknown Claims, that the Plaintiff, the Settlement Class, any Class Member or any of them in the past had, now has, or might in the

future have against the Released Parties or any of them on the basis of, connected with, or in any way arising out of or relating to:

(1) royalties credited or paid under Class Contracts with respect to Foreign Streams for the period up to and including June 30, 2019; and

(2) any allegation, claim, or contention that, in connection with past, present, or future transactions involving Foreign Streams of a given Recording in a given territory, SME is obligated to pay or credit a different percentage of Foreign Streams At-Source Revenue than the Effective At-Source Rate or, commencing with the Implementation Date, for Authorized Future Claimants, the New Effective Rate expressly provided for in Paragraph 20(b) herein.

Except as expressly provided herein, nothing herein shall be deemed to terminate, modify or cancel any provision of any Class Contract, each of which shall otherwise continue in full force and effect in accordance with its terms. The release of the “Released Plaintiff Claims” pursuant to this Stipulation is without prejudice to any other rights or audit rights not involving those claims.

(y) “Request for Exclusion” means a written request to be excluded from the Settlement Class submitted by a member of the Settlement Class in such form, in such manner, and within the time limitation as set forth in the Notice.

(z) “Released Parties” means Defendant, including its unincorporated divisions and business units, and any of its past, present, or future parent entities, associates, affiliates, members, partners, joint ventures or subsidiaries and each and all of their past, present and future officers, directors, stockholders, principals, employees, advisors, agents, attorneys, financial or investment advisers, consultants, lenders, insurers, investment bankers, commercial

bankers, representatives, affiliates, parents, subsidiaries, joint ventures, general and limited partners and partnerships, heirs, executors, trustees, personal representatives, estates, administrators, trusts, predecessors, successors and assigns.

(aa) “Settlement” means the settlement contemplated by this Stipulation.

(bb) “Settlement Administrator” means an independent third-party settlement administrator that the Parties will engage to provide certain services in connection with this Stipulation. The costs of the Settlement Administrator, including without limitation the provision of notices and processing of Claim Forms pursuant to Paragraph 22 will be paid for as incurred by the Settlement Administrator, and are deductible from the Fund.

(cc) “Settlement Class” means the settlement class set forth in Paragraph 2 below.

(dd) “Settlement Hearing” means the final settlement hearing held to determine, among other things, the fairness, reasonableness, and adequacy of the Settlement.

(ee) “SME” means Sony Music Entertainment, its unincorporated divisions and business units, its United States subsidiaries, affiliates, and joint ventures, for which Sony Music Entertainment renders royalty accountings, and their respective predecessors.

(ff) “Stream” means each instance in which any portion of a Recording is delivered by means of a digital transmission which is substantially contemporaneous with the performance of the audio or audiovisual recording embodied therein and delivered in a format that is designed so that such Recording cannot be digitally copied, duplicated or stored in a renderable form in any manner or medium in whole or in part, directly or indirectly (other than any temporary copies used solely for so-called “caching” or “buffering”). For purposes hereof, a “Stream” shall also include conditional downloads (*i.e.*, a digital transmission that results in a

specifically identifiable, tethered reproduction of such digital file that is available for offline playback for a limited time).

(gg) “Unknown Claims” means any and all Released Plaintiff Claims that the Plaintiff, the Settlement Class, or any of the Class Members do not know of or suspect to exist in their favor at the time of the release of the Released Parties, which, if known by them, might have affected their agreement to the Settlement. Subject to such claims being limited to the categories set forth in Paragraphs 1(x)(1) and (2) above, with respect to Unknown Claims, Plaintiff and each Class Member shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the benefits of Section 1542 of the California Civil Code (or any similar state law or statute), which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff and Defendant acknowledge, and Class Members and Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Plaintiff Claims was separately bargained for and a key element of the settlement of which this release is a part.

SETTLEMENT CLASS

2. Plaintiff shall request that the Court enter a certification order and certify for settlement purposes only the following Settlement Class: All persons and entities who are parties to a Class Contract. Subject to Paragraph 5 herein, Defendant shall not oppose such certification.

3. Excluded from the Settlement Class are the Defendant and any person, trust, firm, corporation, or other entity affiliated with or related to SME.

4. Also excluded from the Settlement Class are any persons or entities who exclude themselves by submitting a valid and timely Request for Exclusion in accordance with the requirements set forth in the Notice, as defined herein. As to each Class Contract, Requests for Exclusion shall be valid only if submitted by or on behalf of all persons and/or entities who are parties to such Class Contract.

OBLIGATIONS OF PARTIES IN FURTHERANCE OF SETTLEMENT

5. As soon as practicable, Plaintiff shall move the Court for entry of the Notice Order. Defendant agrees, solely for purposes of effectuating the Settlement, not to oppose certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure. Defendant does not waive and expressly reserves the right to contest class action treatment of Plaintiff's claims if the Effective Date fails to occur for any reason, including without limitation any possible termination of this Settlement. If the Effective Date fails to occur for any reason, (i) the certification of the Settlement Class shall be deemed null and void, and each Party shall retain all of their respective rights as they existed prior to execution of this Stipulation, (ii) any findings or stipulations regarding certification of the Settlement Class will be automatically vacated upon notice to the Court of this Stipulation's termination or disapproval and the Action may proceed as though no final certification of the Settlement Class had occurred, (iii) Plaintiff shall not raise or rely upon any such findings, stipulations, or certification in connection with any subsequent request for class certification, and (iv) neither this Stipulation, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Stipulation, shall be admissible or used for any purpose.

6. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action with prejudice, including any and all Released Plaintiff Claims as against all Released Parties.

7. Upon the Effective Date, the Plaintiff, the Settlement Class, and each Class Member on behalf of themselves, their heirs, executors, administrators, attorneys, predecessors, successors and assigns, past, present, or future parent entities, associates, affiliates, members, partners, joint ventures, subsidiaries, third-party beneficiaries, and any persons or entities they represent, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished, and discharged the Released Parties with respect to each and every Released Plaintiff Claim and shall forever be enjoined from prosecuting any of the Released Plaintiff Claims with respect to each and every Released Party, and covenant not to sue any of the Released Parties with respect to any of the Released Plaintiff Claims. Except as expressly provided in this Stipulation, nothing shall be deemed to terminate, modify or cancel any provision of any Class Contract, each of which shall otherwise continue in full force and effect in accordance with its terms. The release of the Released Plaintiff Claims pursuant to this Settlement is without prejudice to any other rights or audit rights not involving those claims.

8. The Parties to this Stipulation agree to the dismissal of the Action with prejudice and without costs, and providing for the releases above.

SETTLEMENT CONSIDERATION

9. Subject to the other provisions of this Stipulation, and subject to Court approval, Defendant agrees that it will cause the settlement consideration described below to be implemented, paid, or credited, as applicable, to the royalty accounts of Authorized Claimants as specified in the provisions of Paragraph 20 hereof in exchange for the releases described in Paragraph 7.

10. Past Settlement Relief: \$12,700,000.00, less attorneys' fees, expenses and enhancement awards, as approved by the Court, to be credited, as set forth in Paragraph 20(a), to

the royalty accounts of Authorized Past Claimants for Foreign Streams during the period of July 1, 2015 through June 30, 2019.

11. Additional Royalty: As of July 1, 2019, SME shall add an “Additional Royalty” for Foreign Streams of Authorized Future Claimants, as set forth in Paragraph 20(b).

12. Defendant acknowledges and agrees that this Stipulation will not impact upon or affect in any way whatsoever the other audit rights contained in the Class Contract of any Class Member, except that no Class Member may audit Defendant with regard to any Released Plaintiff Claim. For the avoidance of doubt, nothing herein shall limit a Class Member’s right to audit whether Defendant has accounted for and credited or paid to such Class Member (as applicable) royalties on Foreign Streams in accordance with the terms of this Stipulation.

NOTICE TO CLASS MEMBERS

13. Within fourteen (14) days of the execution of this Stipulation, Defendant will provide to the Settlement Administrator a file containing the following information, to the extent that it is available to Defendant, for each royaltyor to whom SME paid or credited any royalties for Foreign Streams calculated on a basis other than Foreign Streams At-Source Revenue during the period from July 1, 2015 through June 30, 2019: name(s), mailing address, and email address where available.

14. Within fourteen (14) days after the Court preliminarily approves the Settlement and enters the Notice Order, (i) the Settlement Administrator will email the Email Notice to each Foreign Streaming Royalty Recipient who is paid or credited royalties for Foreign Streams by SME that are not Foreign Streams At-Source Royalties, and for whom SME has an email address; and (ii) for Foreign Streaming Royalty Recipients who are paid or credited royalties for Foreign Streams by SME that are not Foreign Streams At-Source Royalties, and for whom SME does not have a valid email address, the Settlement Administrator will mail the Notice and Claim

Form to the Foreign Streaming Royalty Recipient's mailing address. The Settlement Administrator shall undertake reasonable efforts to locate an updated mailing address and resend the notice to any person or entity whose initial mail or email notice is returned as undeliverable.

15. Potential Class Members may submit a Claim Form to the Settlement Administrator, substantially in the form attached hereto as **Exhibit A-2**, within sixty (60) days of the Settlement Administrator's mailing and/or emailing of the notice in accordance with Paragraph 14. The Settlement Administrator shall maintain a web site in connection with the Settlement, which will prominently display a link through which potential Class Members may indicate whether they wish to be contacted by Class Counsel. The Settlement Administrator will provide to Class Counsel the names and contact information of persons who indicate that they wish to be contacted by Class Counsel. The Settlement Administrator will manage all communications with potential Class Members except for privileged communications with Class Counsel. Communications from potential Class Members that the Settlement Administrator cannot resolve will be sent to the Parties.

16. The Settlement Administrator will cause the Publication Notice, substantially in the form attached hereto as **Exhibit A-4**, to appear, in the manner set forth and as more fully described in the Declaration of Gina Intrepido-Bowden Regarding Class Notice, executed as of the date of this Stipulation ("Settlement Administrator Notice Declaration"), within thirty (30) days after the Court's preliminary approval of the Settlement.

17. The notice and administration costs, including without limitation the costs and expenses associated with identifying Class Members and effecting mail notice and publication notice to the Settlement Class, and the administration of the Settlement, including without limitation, the actual costs of printing and mailing the Notice and the Claim Form, publication of

the Publication Notice, and any administrative expenses and fees incurred in connection with providing notice, responding to potential Class Member inquiries, and processing the submitted Claim Forms, shall be deducted from the Past Settlement Relief. The Settlement Administrator will process the Claim Forms in a competent professional manner and will administer the Settlement subject to the jurisdiction of the Court. SME shall share any proposed forms of general, non-individualized correspondence with the potential Class Members concerning the potential Class Members' Claim Forms with Class Counsel prior to sending such correspondence. SME shall not send such correspondence without the input and approval of Class Counsel, which shall not be unreasonably withheld.

ATTORNEYS' FEES, EXPENSES, AND ENHANCEMENT AWARDS

18. Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed \$4,233,333.33 and expenses in an amount not to exceed \$60,000. Notwithstanding anything contained herein to the contrary, in the event that the Court does not approve the award of attorneys' fees and expenses requested by Class Counsel, or the Court awards attorneys' fees and expenses in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement, shall not be a basis to terminate or void the Settlement, and shall not render the Settlement null, void, or unenforceable. Class Counsel retain their right to appeal any decision by the Court regarding the Court's award of attorneys' fees and costs. The amount awarded by the Court shall be payable by SME to Class Counsel by delivery of check(s) or other negotiable instrument(s) or by wire transfer(s) within the later of ten (10) business days after the Effective Date or ten (10) business days after Class Counsel, following the Effective Date, provide SME with instructions for payment(s) and any other documentation reasonably necessary for SME to process such payment. Any fees and expenses

awarded by the Court will be deducted from the amount to be paid or credited to Class Member royalty accounts under Paragraph 10 above.

19. Plaintiff will apply to the Court for an award of \$25,000 for its services as class representative in this action. The amount awarded by the Court shall be payable by SME to Class Counsel by delivery of check(s) or other negotiable instrument(s) or by wire transfer(s) within the later of ten (10) business days after the Effective Date or ten (10) business days after Class Counsel, following the Effective Date, provide SME with instructions for payment(s). Any enhancement award ordered by the Court will be deducted from the amount to be paid or credited to Class Member royalty accounts under Paragraph 10 above.

APPLICATION OF SETTLEMENT CONSIDERATION TO AUTHORIZED CLAIMANTS

20. The Past Settlement Relief and/or Additional Royalty, as applicable, will be paid and/or credited to Class Members according to the following Plan of Allocation:

(a) Past Settlement Relief: Each Authorized Past Claimant will receive their pro rata share of that portion of the settlement consideration provided for Past Settlement Relief in Paragraph 10 above that remains after Class Counsel's fees and expenses, enhancement awards, and the notice and administration costs described in Paragraphs 17, 18, and 19 above, have been deducted. Such pro rata share shall be a fraction, the numerator of which shall be the total royalty amounts credited or paid to such Authorized Past Claimant for Foreign Streams attributed to such Authorized Past Claimant's Class Contract(s) from July 1, 2015 through June 30, 2019, less (i) any such royalty amounts attributed to any period from July 1, 2015 through June 30, 2019 for which the Authorized Past Claimant has provided SME with a release and (ii) any such royalty amounts that were credited or paid as a Foreign Streams At-Source Royalty.

The denominator of such fraction shall be the sum of the numerators for all Authorized Past Claimants entitled to Past Settlement Relief under this Paragraph 20(a).

(b) Additional Royalty: Commencing retroactive to July 1, 2019, for Recordings under Class Contracts of Authorized Future Claimants (other than Recordings for which SME paid or credited royalties for Foreign Streams as of June 30, 2019 as a Foreign Streams At-Source Royalty) (“Subject Recordings”), SME shall apply an additional royalty equal to 36% of the Effective At-Source Rate (defined below) with respect to Foreign Streams of such Subject Recordings (the “Additional Royalty”); provided, however, that the Additional Royalty shall not apply to any of the following: (i) any period for which such Authorized Future Claimant has provided SME with a release with respect to royalty accountings for such Subject Recordings, (ii) territories for which royalties on Foreign Streams were paid or credited as a Foreign Streams At-Source Royalty for the royalty period ended June 30, 2019, and (iii) any Subject Recording that was subject to an express contractual provision for a Foreign At-Source Royalty that was in effect on or after July 1, 2019 (from the effective date of such contractual provision). Commencing with the application of the Additional Royalty for each Authorized Future Claimant (the “Implementation Date”), SME shall report royalties on Foreign Streams attributed to Subject Recordings as a percentage of At-Source Revenue (defined below) that is equal to the sum of the Effective At-Source Rate and the Additional Royalty (the “New Effective Rate”). For the avoidance of doubt, the New Effective Rate is inclusive of the Additional Royalty provided for in the first sentence of this Paragraph 20(b) and shall be the total royalty to be credited to each Authorized Future Claimant with respect to Foreign Streams attributed to Subject Recordings on and after the Implementation Date. The “Effective At-Source Rate” for any Recording under a Class Contract shall be a percentage equivalent to (i) the royalty amount

credited to such Class Member for Foreign Streams attributed to each such Subject Recording for the royalty period ended June 30, 2019 (for the avoidance of doubt, the additional amounts of Past Settlement Relief set forth in Paragraph 20(a) are excluded from this calculation), divided by (ii) the At-Source Revenue attributed to each such Subject Recording for the royalty period ended June 30, 2019. Commencing no later than the application of the Additional Royalty for Authorized Future Claimants as set forth in Paragraph 20(e), for Class Members who are not Authorized Future Claimants, SME shall report royalties on Foreign Streams attributed to such Class Members' Subject Recordings as the Effective At-Source Rate. In the event that a Class Member has, before July 1, 2019, requested in writing that SME pay a portion of the royalties attributed to a Subject Recording under a Class Contract to a third party (a "Letter of Direction"), then, unless an Authorized Future Claimant, by the deadline for submitting Claim Forms, directs SME in writing otherwise, SME will proceed as if a portion of the Additional Royalty attributed to such Subject Recording ("the Letter of Direction Deduction") shall be deducted from the amount paid or credited to the Class Member's royalty account, and will be paid or credited pursuant to such Letter of Direction (provided that SME proceeding in this manner shall not make any such third party a third party beneficiary to this Stipulation nor provide any such third party with any direct right of action against, or contractual privity with, SME with respect to the Additional Royalty or otherwise). The Letter of Direction Deduction shall be a fraction of the Additional Royalty equivalent to the fraction in which (x) the numerator is the amount paid or credited under such Letter of Direction for Foreign Streams attributed to each such Subject Recording for the royalty period ended June 30, 2019 and (y) the denominator is the total amount of royalties for Foreign Streams attributed to each such Subject Recording for the royalty period ended June 30, 2019. For the avoidance of doubt, if, before July 1, 2019, the royalty payable to

an Authorized Future Claimant with respect to Foreign Streams of a Subject Recording (“Subsidiary Claimant”) is deductible from the royalty payable to a Class Member with respect to the same Foreign Streams of a Subject Recording (“Primary Claimant”) (e.g., a guest artist royalty deductible from the royalty payable to an SME artist), then any Additional Royalty payable to the Subsidiary Claimant with respect to Foreign Streams of the Subject Recording concerned will continue to be deductible from the royalties payable to the Primary Claimant with respect to the Foreign Streams of the Subject Recording concerned.

(c) Solely for purposes of calculating and crediting or paying royalties under any New Effective Rate pursuant to Paragraph 20(b), the following shall apply:

i. “At-Source Revenue” shall mean the amount equal to the gross sums received directly from the digital service provider by SME or its principal licensee in the territory concerned, for and directly and specifically attributed, identified and allocated for Foreign Streams of the Recording concerned, less any costs or expenses charged to SME’s principal licensee in the territory concerned by the applicable digital service provider and less any applicable taxes.

ii. SME will have the right to deduct from any amounts payable to any Authorized Future Claimant hereunder that portion thereof as may be required to be deducted under any statute, regulation, treaty or other law, or under any union or guild agreement (excluding so-called AFM “per-record royalties”).

iii. If any licensee or distributor deducts any taxes or similar sums from its payments to SME; if SME is required by law, regulation, ordinance, order, or decree to pay any taxes or similar sums with respect to exploitations by its licensees or distributors; or if any law, ruling, or other governmental restriction limits the amount a licensee or distributor can remit to

SME, SME may deduct a proportionate amount of those taxes from the royalties it pays or credits to any Authorized Future Claimant, or SME may reduce the Authorized Future Claimants' royalties hereunder by an amount proportionate to the reduction in SME's licensee's or distributor's remittance to SME.

iv. No royalties will be payable to Authorized Future Claimants on Foreign Streams by SME or any of its licensees until payment on those Foreign Streams has been received by SME in the United States. A Foreign Stream will be deemed to have occurred in the accounting period during which SME has received in the United States an accounting statement and payment for such Foreign Stream.

(d) The Past Settlement Relief shall be paid or credited, as applicable, to each Authorized Past Claimant by SME with the next contractually-required royalty account statement issued to such Authorized Past Claimant that is rendered at least sixty (60) days after:

(i) all timely Claim Forms have been processed, and all claimants whose Claim Forms have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to object to such rejections or disallowance; (ii) all objections with respect to all rejected or disallowed claims for Past Settlement Relief have been resolved to the satisfaction of the applicable Claimant or by the Court, and all appeals therefrom have been resolved or the time therefor has expired (or a reserve has been established, at SME's sole discretion, for such claims in dispute); (iii) the Class Distribution Order (as defined in Paragraph 22(m) below), has been entered; (iv) the Effective Date has occurred; and (v) all matters with respect to attorneys' fees, costs, and disbursements have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired.

(e) The Additional Royalty shall be applied to each Authorized Future Claimant with the next contractually-required royalty account statement issued to such Authorized Future Claimant that is rendered at least sixty (60) days after the later of (i) each of the events set forth in Paragraphs 20(d)(i)-(v) has occurred, or (ii) one (1) year following SME's deadline for processing Claim Forms in accordance with Paragraph 22(f).

(f) Notwithstanding anything to the contrary in Paragraph 20(e) above, Authorized Future Claimants who submit valid and timely Claim Forms shall be entitled to "Accelerated Implementation" of the Additional Royalty, such that the Additional Royalty shall be applied to each such Authorized Future Claimants by SME at the same time as, and with the same royalty account statement in which, the Past Settlement Relief is distributed in accordance with Paragraph 20(d).

(g) The first application and payment or crediting, as applicable, of Additional Royalties to an Authorized Future Claimant shall include any Additional Royalty owed to such Authorized Future Claimant in connection with any royalty periods commencing on or after July 1, 2019 for which royalty accountings already have been rendered as of the time that the Additional Royalties are applied and paid or credited, as applicable, under the provisions of this Paragraph 20.

ADMINISTRATION OF THE SETTLEMENT

21. Any Class Member who is not determined to be an Authorized Claimant will not be entitled to receive any Past Settlement Relief or Additional Royalty hereunder but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Plaintiff Claims.

22. The Settlement Administrator and SME shall process the Claim Forms and determine the extent, if any, to which a Class Member is an Authorized Claimant, according to the following conditions:

(a) Each Class Member who is seeking to obtain Past Settlement Relief and/or Accelerated Implementation of the Additional Royalty shall be required to submit a completed Claim Form to the Settlement Administrator. As to each Class Contract, Claim Forms shall be valid only if submitted by or on behalf of all Class Members who are parties to such Class Contract.

(b) All Claim Forms must be submitted by the applicable date specified in Paragraph 15 above. Unless, by order of the Court or agreement by the Parties, a later-submitted Claim Form by such Class Member is approved, any Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any Past Settlement Relief pursuant to this Stipulation, but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Plaintiff Claims. A Claim Form shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

(c) The Settlement Administrator shall process the Claim Forms, and the Parties will cooperate with the Settlement Administrator to reasonably assist the Settlement Administrator in processing Claim Forms in a competent, professional manner. The Settlement

Administrator shall determine the extent to which a Claimant is potentially an Authorized Claimant according to the following conditions:

1. the Claimant is identified by Defendant as a person or entity to whom SME paid or credited royalties for Foreign Streams calculated on a basis other than Foreign Streams At-Source Revenue during the period from September 25, 2012, through June 30, 2019, or any portion thereof;
2. the Claim Form is submitted timely under the deadline established in the Notice Order;
3. the Claim Form is complete (*i.e.*, all applicable fields and requested information on the Claim Form are completed);
4. the Claim Form is signed by the Claimant or a person or entity purporting to have authority to sign on behalf of the Claimant;
5. the Claim Form indicates that the Claimant is a party to a direct contract with SME;
6. the Claimant has not submitted a valid Request for Exclusion.

(d) For all Claimants who submit a timely Claim Form, if the Settlement Administrator determines that the Claim Form is not complete or has not been signed by the Claimant or a person or entity purporting to have authority to sign on behalf of the Claimant, then the Settlement Administrator shall notify the Claimant in writing of any such deficiencies by letter or email, depending on which method the Claimant used to submit the Claim Form; provided, however, that if a Claimant has submitted both a timely and valid Request for Exclusion and a timely Claim Form or objection, the Settlement Administrator shall notify the Claimant in writing and request that the Claimant specify whether the Claimant intends to opt-

out or instead participate in the Settlement and, if applicable, cure any deficiencies in the Claim Form. Any Claimant who fails to cure each and every deficiency identified by the Settlement Administrator, or respond to a request for clarification by stating that the Claimant either intends to opt-out or participate in the Settlement, within the later of (i) the deadline for submitting Claim Forms or (ii) thirty (30) days from when the Settlement Administrator sends a deficiency notice, shall not be an Authorized Past Claimant and, if the Claimant submitted a timely Request for Exclusion, shall be deemed to have opted-out of the Settlement Class. If, on the other hand, a Claimant timely cures each and every deficiency, and/or timely responds to a request for clarification by indicating an intent to participate in the Settlement, then the Claimant shall be treated as potentially an Authorized Claimant.

(e) The Settlement Administrator shall deny all Claim Forms that do not satisfy all of the requirements of Paragraph 20(c), and have not been timely cured under Paragraph 22(d). The Settlement Administrator shall provide or make readily available to Defendant all Claim Forms submitted by Administrator-Passed Claimants within seven (7) days of having processed such Claim Forms, and in all events, shall complete the processing of all Claim Forms no later than seven (7) days after the later of the expiration of the deadline for submitting Claim Forms or receipt of the last timely response to a deficiency notice.

(f) Each week, upon processing any Claim Forms received, including any timely responses to deficiency notices, the Settlement Administrator shall provide or make readily available to the Defendant a complete set of Claim Forms processed in the prior seven (7) days submitted by Administrator-Passed Claimants, including any and all supporting exhibits, correspondence, and a computerized list with information about each Administrator-Passed Claimant in a format acceptable to Defendant. With the assistance of the Settlement

Administrator, Defendant shall have forty-five (45) days from receipt or provision of such documents and information to determine whether the Administrator-Passed Claimant is ineligible to participate in this Settlement due to the submission of a valid Request for Exclusion by another Class Member who is party to the same Class Contract as the Administrator-Passed Claimant, and one hundred twenty (120) days to determine the following:

1. whether the Administrator-Passed Claimant is an Authorized Claimant;
2. whether, as to any Class Contract, a Claim Form or Claim Forms have been submitted by or on behalf of all Class Members who are parties to such Class Contract;
3. whether the Claim Form was signed by the Administrator-Passed Claimant or a person or entity authorized to sign on behalf of the Claimant.

(g) Any Class Member who elects not to submit a Claim Form, who submits an untimely or invalid Claim Form, or who fails to timely cure a deficiency in a Claim Form shall be forever barred from receiving any Past Settlement Relief, but shall in all other respects be bound by all of the terms of this Stipulation, including the releases and covenants provided for herein.

(h) Notwithstanding the foregoing, a determination by SME that an Administrator-Passed Claimant is not an Authorized Past Claimant is subject to review as described in Paragraph 22(k) below. Before SME makes a final determination to reject any Claim Form, SME shall notify Class Counsel of any Claim Form that is proposed to be rejected, and Class Counsel shall receive from SME a copy of any Claim Form that is proposed to be rejected and any correspondence related thereto. Class Counsel shall be entitled to advise SME of its position(s) with regard to the proposed rejection of such Claim Form(s).

(i) SME shall notify, in a timely fashion and in writing, each Administrator-Passed Claimant whose Claim Form it proposes to reject in whole or in part, with a copy to Class Counsel, setting forth the reasons therefor, and shall expressly state in such notice that the Administrator-Passed Claimant whom SME has determined is not an Authorized Past Claimant has the right to a review by the Court if the claimant so desires and complies with the requirements of Paragraph 22(k) below.

(j) If an Administrator-Passed Claimant is ineligible to participate in this Settlement due to the submission of a timely and valid Request for Exclusion by another Class Member who is a party to the same Class Contract as the Administrator-Passed Claimant, SME shall notify both the Claimant and the party that submitted such Request for Exclusion in writing, and request that they jointly specify whether they intend to opt out or instead participate in the Settlement. Any such parties who fail to respond to such a request for clarification by jointly stating that they either intend to opt-out or participate in the Settlement, within the later of (i) the deadline for submitting Claim Forms or (ii) thirty (30) days from when SME sends them such notice and request, shall not be Authorized Claimants and shall be deemed to have opted-out of the Settlement Class. If, on the other hand, such parties timely respond to such notice and request by jointly indicating an intent to participate in the Settlement, then they shall be treated as potentially an Authorized Claimant. Class Counsel shall be responsible for submitting to the Court, no later than twenty (20) days before the Settlement Hearing, a final list of persons or entities that have timely submitted a Request for Exclusion.

(k) If any Administrator-Passed Claimant that SME has determined is not an Authorized Past Claimant desires to contest such determination, the Administrator-Passed Claimant must, within twenty (20) days after the date of mailing of the notice required in

Paragraph 22(i) above, serve upon SME a notice and statement of reasons indicating the Claimant's grounds for contesting the determination along with any supporting documentation, and requesting a review thereof. SME shall perform the requested review and will inform the Administrator-Passed Claimant whether it has determined that the Administrator-Passed Claimant is or is not an Authorized Past Claimant. If the grounds stated by the Claimant indicate, and the requested review confirms, that the Administrator-Passed Claimant is a party to a Class Contract, SME shall treat such contract as a Class Contract. If a dispute concerning a determination that a Claimant is not an Authorized Past Claimant cannot otherwise be resolved, the Administrator-Passed Claimant may thereafter file an objection to the proposed Class Distribution Order on notice to SME and Class Counsel. Claimants who are Class Members and are involved in such a dispute which is not resolved in their favor shall be forever barred from receiving any Past Settlement Relief pursuant to this Stipulation, but shall in all respects be subject to and bound by this Stipulation, including the releases provided for in this Stipulation, the Claim Form, and the Judgment; (ii) be conclusively deemed to have fully, finally and forever released, relinquished, and discharged all Released Plaintiff Claims; (iii) be conclusively deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties and Class Counsel from all claims, including without limitation, Released Plaintiff Claims or claims arising out of or in connection with the institution, prosecution, or assertion of the Action or the Released Plaintiff Claims; (iv) be conclusively deemed to have covenanted not to sue any Released Party and Class Counsel in any action or proceeding of any nature with respect to the Released Plaintiff Claims; and (v) forever be enjoined and barred from asserting the Released Plaintiff Claims against any Released Party and Class Counsel in any action or proceeding of any nature, whether or not such claimants have

filed an objection to the Settlement, Class Distribution Order, or any application by Class Counsel for an award of attorneys' fees, expenses and costs, whether or not the claims of such Claimants have been approved or allowed, or such objection has been overruled by the Court. Claimants who are rejected because they do not meet the definition of a Class Member and are involved in such a dispute which is not resolved in their favor shall be forever barred from receiving any Past Settlement Relief or Additional Royalty pursuant to this Stipulation set forth herein, but are in no other respects subject to or bound by this Stipulation because they are not Class Members and therefore are not subject to or bound by this Stipulation.

(1) Within one hundred eighty (180) days after the deadline to submit Claim Forms, SME shall provide to Class Counsel a proposed accounting detailing the total amount(s) of the Past Settlement Relief that will be paid or credited to each Authorized Past Claimant. Class Counsel shall be permitted to audit SME's calculation of the pro rata share of the Past Settlement Relief allocated to each Authorized Past Claimant based on the criteria set forth in Paragraph 20(a) above; provided, however, that Class Counsel shall not be entitled to audit or challenge the amount(s) of the underlying royalties paid or credited by SME to any such Authorized Past Claimant, nor SME's determination as to what portion of the Past Settlement Relief, if any, will be credited rather than paid to any Authorized Past Claimant. SME shall also provide the identities of Administrator-Passed Claimants it determined were not Authorized Past Claimants, as well as the reasons for each such determination. The Settlement Administrator shall retain the originals of all Claim Forms (including any envelopes with the postmarks) received from Claimants until entry of both the Class Distribution Order and Judgment by the Court, and shall make copies or originals available to Class Counsel within ten (10) business days upon request.

(m) No sooner than sixty (60) days after SME provides Class Counsel with the information referred to in Paragraph 22(l) above, unless Class Counsel consents to an earlier date after reviewing the information provided, SME will apply to the Court, on notice to Class Counsel, for an order (the “Class Distribution Order”) approving SME’s administrative determination of the Authorized Past Claimants and Authorized Future Claimants who qualify for Accelerated Implementation of the Additional Royalty hereunder. SME shall not be liable for any costs incurred by any other party in connection with the Class Distribution Order or any other challenge to SME’s administrative determinations hereunder, and no penalty shall be assessed against SME in the event that the Court modifies any administrative determination made by SME, whether for Past Settlement Relief or the Additional Royalty.

23. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant’s claim, and the claim will be subject to investigation and discovery ordered by the Court. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Claim Forms.

24. All proceedings with respect to the administration, processing and determination of claims described by Paragraph 22 of this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

TERMS OF ORDER FOR NOTICE AND HEARING

25. Concurrently with their filing of this Stipulation, Class Counsel shall apply to the Court for preliminary Court approval of the Settlement and entry of the Notice Order, substantially in the form attached hereto as **Exhibit A**.

TERMS OF ORDER AND FINAL JUDGMENT

26. If the Court approves the Settlement contemplated by this Stipulation, counsel for the Parties shall request that the Court enter the Judgment, substantially in the form attached hereto as **Exhibit B**.

OPT-OUT TERMINATION RIGHT

27. Defendant may terminate the Settlement if, after receiving all of the Requests for Exclusion, it determines that either the number of, or the total wholesale value of revenue attributed to Foreign Streams represented by, Opt-Outs equals or exceeds a number set forth in a separate “Supplemental Agreement” signed by the Parties (the “Opt-Out Threshold”). Requests for Exclusion from persons or entities who would not otherwise meet the Settlement Class definition do not count toward the Opt-Out Threshold. The Parties intend that the Supplemental Agreement shall be specifically disclosed to the Court and offered for in camera inspection by the Court at or prior to entry of the Notice Order, but, subject to the Court’s approval, it shall not be filed with the Court before the deadline for submitting Requests for Exclusion unless the Parties are ordered otherwise by the Court. The Parties shall keep the Opt-Out Threshold confidential before the deadline for submitting Requests for Exclusion. In the event that the Court directs that the Supplemental Agreement be filed prior to the deadline for submitting Requests for Exclusion, no party shall have any right to any relief by reason of such disclosure. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void.

EFFECTIVE DATE OF SETTLEMENT, WAIVER, AND TERMINATION

28. The Effective Date of Settlement shall be the date when all the following shall have occurred:

(a) entry of the Notice Order in all material respects in the form appended hereto as **Exhibit A**;

(b) approval by the Court of the Settlement, following notice to the Settlement Class; and

(c) entry by the Court of the Judgment, in all material respects in the form appended hereto as **Exhibit B**, and the expiration of any time for appeal or review of the Judgment, or, if any appeal is filed and not dismissed, after the Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or by writ of certiorari, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and none of the Parties hereto elects to terminate this Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal.

29. In addition to Defendant’s rights under Paragraph 27, Defendant or Plaintiff shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to counsel for the other party hereto within thirty (30) days of:

(a) the Court’s declining to enter the Notice Order or modifying the Notice Order in any material respect not sought or consented to by both Defendant and Class Counsel;

(b) the Court’s declining to approve the Settlement embodied in this Stipulation, or any material part of it;

(c) the Court’s declining to enter the Judgment or modification of the Judgment in any material respect;

(d) the date upon which the Judgment is modified, reversed, or vacated in any material respect by the Court of Appeals or the Supreme Court;

(e) the date upon which the Court enters an Alternative Judgment;

(f) the date upon which an Alternative Judgment is modified, reversed, or vacated in any material respect by the Court of Appeals or the Supreme Court;

(g) disclosure by the other party of the Opt-Out Threshold at any time prior to the deadline for submitting Requests for Exclusion, in violation of the requirements set forth in Paragraph 27.

30. Except as otherwise provided herein, in the event the Settlement is terminated or the Effective Date fails to occur, then the Settlement shall be without prejudice and none of its terms shall be effective or enforceable; the Parties to this Stipulation shall be deemed to have reverted to their respective status in the Action as of March 1, 2020; except as otherwise expressly provided, the Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered; and any attorneys' fees and reimbursement of expenses paid by SME to Class Counsel shall be returned to SME. In the event the Settlement is terminated or modified in any material respect, Defendant shall be deemed to have retained all rights to object to the maintenance of the Action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure and shall further be deemed not to have waived, modified, or be estopped from asserting any additional defenses available to it.

NO ADMISSION OF WRONGDOING

31. SME denies any liability or wrongdoing of any kind associated with the claims alleged and contends that this Action is not appropriate for class or collective action treatment pursuant to Rule 23 of the Federal Rules of Civil Procedure or any other federal or state rule, statute, law, or provision. SME continues to assert that the Action fails to meet the prerequisites

necessary for class or collective action treatment under applicable law, especially, but not solely, with respect to predominance and manageability because the need to determine individualized issues make the Action unmanageable consistent with due process. SME further denies that the Action states a cause of action; that the practice as to which Plaintiff seeks relief violates any law or is wrongful in any way whatsoever; that SME has breached any contract with Plaintiff or any member of the Class; and that either Plaintiff or any member of the Class is entitled to any relief whatsoever. SME further agrees that notwithstanding its good faith belief that it is not liable for any of the claims asserted, and despite its good faith belief that certification is not appropriate, SME will not oppose the District Court's certification of the Settlement Class contemplated by this Stipulation solely for purposes of effectuating this Settlement. Other than for purposes of this Settlement, SME does not waive its objections to certification of the Settlement Class, or any other class, in this Action as a litigation class.

32. Neither this Stipulation, including all exhibits, orders or other documents referred to herein, nor any terms or provisions of the Stipulation or any of the negotiations or proceedings related to this Stipulation, whether or not consummated, shall be:

(a) offered or received against Defendant or any other Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant or any Released Party of the truth of any fact alleged by Plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendant or any Released Party;

(b) offered or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendant or any Released Party, or against Plaintiff and the Settlement Class as evidence of any infirmity in their claims;

(c) offered or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Parties to this Stipulation, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, Defendant or any Released Party may refer to it to effectuate the liability protection granted hereunder;

(d) construed against Defendant or any Released Party or Plaintiff and the Settlement Class as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession or presumption against Plaintiff or any of the Class Members that any of their claims are without merit, or that any defenses asserted by Defendant has any merit, or that damages recoverable under the complaints filed in the Action would not have exceeded the Past Settlement Relief and the Additional Royalty.

MISCELLANEOUS PROVISIONS

33. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

34. The Parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or that could be or could have been asserted by the Plaintiff,

the Settlement Class, and/or any of the Class Members against the Released Parties with respect to the Released Plaintiff Claims. Accordingly, Defendant agrees not to assert that the litigation was brought in bad faith or without a reasonable basis. The Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily by the Parties after consultation with their respective experienced legal counsel.

35. This Stipulation may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all Parties hereto or their successors-in-interest.

36. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

37. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for award of attorneys' fees and expenses to Class Counsel, authorizing payments or credits to Authorized Past Claimants, and enforcing the terms of this Stipulation.

38. If the Settlement is approved by the Court, after the Settlement Hearing on notice, Plaintiff shall move the Court for entry of the Judgment.

39. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

40. No press release or press communication concerning the Settlement shall be initiated by any Party or counsel, and neither Plaintiff, SME, nor any counsel thereof, will contact the media or otherwise seek to publicize the case or the terms of the Settlement beyond what is required to effectuate the Settlement, *e.g.*, giving notice to Class Members. The Parties and their counsel may respond as appropriate to any Class Member inquiries and any media inquiries that they receive regarding the terms set forth in this Stipulation. In responding to any media inquiries, neither Party shall disparage the other Party in any such communications or public statements. Nothing in this paragraph, or elsewhere in this Stipulation, shall prevent Class Counsel from: discharging their duties to Class Members; discussing the Settlement with the Class Representative, Class Members, or the Court; disclosing public information about the case on a resume, curriculum vitae, firm website, in other similar promotional materials, or in future legal filings; or responding to government inquiries.

41. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

42. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the state of New York without regard to conflicts of laws, except to the extent that preemption by federal law requires that federal law govern.

43. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized by the Parties that this Stipulation is the result of arm's length negotiations between the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

44. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

45. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among the Parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any party hereto other than those contained and memorialized in such documents.

46. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

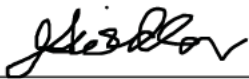
47. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Class Counsel or Defendant's Counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member. Notwithstanding the foregoing, Defendant may report its payments pursuant to this Settlement in accordance with its ordinary practices with respect to payments and/or credits made to parties to whom it has royalty obligations.

[Remainder of this page intentionally left blank]

48. The Parties hereto: (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts and to act in good faith to accomplish the foregoing terms and conditions of the Stipulation.

Dated: September 4, 2020

SONY MUSIC ENTERTAINMENT

By:  _____

Name: Julie Swidler

Title: Executive Vice President,
Business Affairs & General Counsel

Dated:

THE RICK NELSON COMPANY, LLC

By: _____

Name: _____

Title: _____

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Dated:

SONY MUSIC ENTERTAINMENT

By: _____

Name: Julie Swidler

Title: Executive Vice President,
Business Affairs & General Counsel

Dated:

THE RICK NELSON COMPANY, LLC

By:  _____

Name: Matthew Nelson

Title: Managing/Approving Member

EXHIBIT “B”

KIESEL LAW LLP

8648 Wilshire Boulevard
Beverly Hills, California 90211

Telephone: (310) 854-4444
E-mail: info@kiesel.law
Facsimile: (310) 854-0812

www.kiesel.law

Kiesel Law LLP is one of the most accomplished consumer law firms in the United States. KL successfully represents classes or groups of persons, individuals, businesses, and public and private entities in courts nationwide in the areas of personal injury, mass torts, pharmaceutical and medical device litigation, privacy, construction and product defects, toxic exposure, consumer protection, professional malpractice, financial fraud, insurance bad faith, and human rights. We possess the sophisticated skills and financial resources necessary to litigate and resolve large, complex cases on our clients' behalf.

KL and its predecessor firms have a long history of extensive litigation in complex matters. KL has litigated and resolved some of the most important civil cases in the nation. Our attorneys possess a diverse range of professional skills and come from a wide variety of backgrounds.

A. CASE PROFILES

1. Mass Torts

Porter Ranch, California JCCP No. 4861. On October 23, 2015, a catastrophic natural gas blow-out occurred at the Aliso Canyon underground natural gas storage facility operated by SoCalGas. The well at which the blow-out occurred continued to leak natural gas into the surrounding environment until February 2016, forcing tens of thousands of residents of nearby Porter Ranch from their homes and causing local businesses to suffer major economic losses. The Porter Ranch gas leak has widely been reported as the single worst natural gas leak in U.S. history. On May 4, 2016, KL was appointed by the Court as Liaison Counsel for the private plaintiffs, which include the business class action complaints filed by local businesses for economic losses, individual class action complaints, and more than 38,000 individual Plaintiffs' claims. Individual personal injury trials are anticipated to begin in December, 2018.

Clergy Cases I, II, & III, California JCCPs 4286, 4297, and 4359. In 2002, the state of California passed a law that opened a one-year window of time to file civil suits based on claims of sexual abuse of a minor that would otherwise have been

time-barred as of January 1, 2003. That year, in the wake of the very public Clergy sexual abuse scandal involving Boston's Archdiocese, many hundreds of survivors came forward to file civil suits based on these revived claims. These survivors alleged that the Church was liable for the molestations because, among other things, it (1) knew or had reason to know that the priests were molesting minors, and yet failed to supervise the priests to ensure that the priests would not molest again; (2) concealed facts relating to the priests' molestations; and (3) harbored, aided, and concealed the priests to avoid arrest and prosecution.

KL led the fight for justice and accountability in California against numerous corrupt Church entities on behalf of hundreds of these survivors, and was appointed Liaison Counsel on behalf of hundreds more who filed revived claims against the Dioceses of Orange, Los Angeles, San Diego, and Fresno.

Diocese of Orange

Ninety survivors of Clergy sexual abuse filed lawsuits against the Roman Catholic Diocese of Orange. In December 2004, after nearly two years of intense negotiations, the firm helped to successfully settle all claims against the Roman Catholic Diocese of Orange ("Diocese of Orange") for \$100 million. One of the key terms of the settlement was a promise that the secret files of the Diocese of Orange would be made public.

Archdiocese of Los Angeles

Five-hundred and eight survivors of clergy sexual abuse filed lawsuits against the Roman Catholic Archbishop of Los Angeles ("Archdiocese of Los Angeles"). KL was appointed Liaison Counsel on behalf of these individuals, all of whom were sexually abused as minors, and many of whom were abused by priests who were incardinated.

Over the course of five years and as a result of hard-fought discovery battles, the mountain of damning evidence in support of the plaintiffs' claims continued to grow. For example, many of the accused priests had multiple victims because they were moved by their superiors from one parish to another as accusations arose. The documents from priest-perpetrator files revealed that the Church had failed time and again to protect its most innocent and vulnerable parishioners from harm.

In July 2007, on the very eve of the first of more than a dozen scheduled trials, KL reached an agreement with the Roman Catholic Archbishop of Los Angeles ("Archdiocese of Los Angeles") to settle all cases against it for \$660 million. KL is well-regarded for having successfully negotiated this, the largest settlement with

any diocese in the United States. More importantly, KL never faltered in keeping its promise to ensure that the Archdiocese of Los Angeles kept one of the key terms of the settlement: that it make certain of its confidential files public to shed light on exactly what Church officials knew about the abuse accusations, and when they learned about them.

Archdiocese of San Diego

One-hundred and forty-four survivors were sexually abused by Clergy members in the Roman Catholic Diocese of San Diego under lax supervision by the Church. In September 2007, the Diocese agreed to pay nearly \$200 million to these 144 survivors. This is the second-largest settlement by a Roman Catholic diocese nationwide since claims of sexual abuse by clergy members came to light in 2002.

In re Ford Motor Co. DPS6 Powershift Transmission Prods. Liab. Litig., MDL No. 2814 (C.D. Cal.): KL was appointed by the Court as Lead/Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the “DPS6 transmission.” This matter is currently pending before the Honorable Andre Birotte Jr. in the United States District Court, Central District of California. There are approximately 1,000 cases within this MDL.

In re Ford Motor Warranty Cases, California JCCP No. 4856 (Los Angeles Superior Court): KL was appointed by the Court as Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the DPS6 transmission. This “Southern California” JCCP covers the California counties of Los Angeles, Orange, Imperial, Kern, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura. There are approximately 81 cases within this JCCP.

In re Ford Motor Transmission Cases, California JCCP No. 4924 (Sacramento Superior Court). KL was appointed by the Court as Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the DPS6 transmission. This “Northern California” JCCP covers the California counties of Alameda, Butte, Contra Costa, Fresno, Lassen, Marin, Mendocino, Merced, Placer, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter, and Tehama. There are approximately 27 cases within this JCCP.

Chatsworth Metrolink Collision Cases, Lead Case No. PC043703 (Los Angeles Superior Court). On the afternoon of Friday, September 12, 2008, Metrolink Train 111 collided head-on with a Union Pacific freight train in the Chatsworth district of Los Angeles, resulting in twenty-four passenger deaths and numerous passenger injuries, many of them serious and permanent.

The family members of deceased passengers and most of the injured passengers filed suit against Metrolink and other defendants to recover through the California judicial system. KL represented passengers and family members in eleven of the cases, and in 2008 Paul Kiesel was selected and appointed Plaintiffs' Liaison Counsel in the coordinated proceedings. Working closely with other members of the Plaintiffs' Steering Committee and with counsel for the defendants, Mr. Kiesel successfully negotiated the recovery of \$200 million for the plaintiffs, the maximum amount that the defendants could be required to pay under federal law.

Federal Express Vehicle Collision Cases, California JCCP No. 4788 (Los Angeles Superior Court). Interim Lead and Liaison Counsel for Plaintiffs. On Thursday, April 10, 2014, a Federal Express truck driver towing two 28 foot-long freight trailers began to make a lane change from the southbound Interstate 5 number two lane into the number one southbound lane. However, the tractor and trailers did not stop and, instead, crossed over the rumble strip on the eastern edge of the southbound lanes, veered into and crashed through and across a 58' center median, crossed over the rumble strip on the western edge of the northbound lanes, entered into the northbound number one lane of I-5 where it struck a Nissan Altima automobile, continued into the number two northbound lane and, four seconds after beginning his original lane change, struck a northbound 2014 Setra bus. The impact was so massive that it forced the tractor trailer and the bus onto the shoulder where they caught fire and burned in an uncontrolled conflagration.

2. Privacy

In re: Pellicano Cases, Lead Case No. BC316318 (Los Angeles Superior Court). Once a high-profile private investigator, Anthony Pellicano is currently serving a lengthy sentence in federal prison for unlawful wiretapping and racketeering. In 2008, KL was appointed Co-Lead Class Counsel in this putative class action case arising from Mr. Pellicano's wiretapping in violation of California Penal Code Sections 630 *et seq.*

Nader v. Capital One Bank (U.S.A.), N.A. (United States District Court – Central District of California), Case No. 12-CV-01265-DSF; ***Stone v. Howard Johnson International, Inc.*** (United States District Court – Central District of California), Case No. 12-CV-1684-PSG; ***Greenberg v. E-Trade Financial Corporation***, Case No. BC360152 (Los Angeles Superior Court); ***Mount v. Wells Fargo Home Mortgage, Inc.***, Case No. BC395959 (Los Angeles Superior Court); ***Raymond v.***

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Carsdirect.com, Case No. BC256282 (Los Angeles Superior Court). Businesses must provide the familiar admonition that telephone calls with consumers “may be recorded for quality assurance and training purposes” in order to comply with California law, which requires the consent of all parties to a telephone conversation before it may be recorded. Failure to comply with this requirement constitutes a serious personal privacy violation for which consumers may recover monetary damages. In these cases, KL represented classes of California individuals, in both federal and state court, whose calls were recorded without their knowledge or permission.

3. **Construction Defect**

In Re: Galvanized Steel Pipe Litigation, Case No. BC174649 (Los Angeles Superior Court). As Class Counsel, KL prosecuted and settled claims made on behalf of thousands of named plaintiff and class member homeowners against the developer defendants and cross-defendants for defective plumbing in this complex suit involving nineteen separate individual and class action product liability cases. The actions resolved for more than \$41 million.

Silver v. Del Webb, Nevada Case No. A437325. Paul Kiesel and Bill Larson were appointed Lead Counsel in this certified class construction defect suit to recover for the installation of faulty plumbing systems in approximately 3,000 new homes in Las Vegas. KL negotiated a resolution of the case for \$21 million on the day before trial was to begin. At the time, this was the largest construction defect case in Nevada history.

4. **Economic Injury Product Defects**

In Re: Avandia Marketing, Sales Practices and Product Liability Litigation. The Plaintiffs’ Steering Committee for this multi-district litigation selected Paul Kiesel to serve as Lead Counsel for the Plaintiffs’ Steering Committee in March 2011. This national litigation involves numerous federal lawsuits brought against defendant GlaxoSmithKline PLC, manufacturer of the onetime “blockbuster” type 2 diabetes drug Avandia, which has been pulled from the shelves in Europe, India, and New Zealand, and which is only available in the United States as a drug of last resort. KL represents the County of Santa Clara in a claim for the return of all moneys used to purchase this toxic drug.

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In re: Rio Hair Naturalizer Products Liability Litigation, MDL 1055 (E.D. MI). In 1995, Paul Kiesel was appointed Co-Lead Counsel in multi-district litigation arising from a defective hair straightening product that injured over 50,000 plaintiffs. The matter resolved successfully as a limited fund, non-opt-out class action.

In re: Packard Bell Consumer Certified Class Action Litigation, Case No. BC125671 (Los Angeles County Superior Court). In 1995, Paul Kiesel was a member of the Plaintiffs' Steering Committee in this consumer class action involving product defect claims, which resolved successfully.

Mikhail v. Toshiba America Inc., Case No. BC278163 (Los Angeles Superior Court); ***Kan v. Toshiba, Inc.***, Case No. BC327273 (Los Angeles Superior Court). KL was appointed Lead Counsel in these class actions brought to recover for the distribution of faulty computers. The cases resolved with class members eligible to receive up to \$36 million (*Kan*) and \$50 million (*Mikhail*).

Anderson v. Toshiba America, Case No. BC299977 (Los Angeles Superior Court). In 2003, KL was counsel for the plaintiffs in a class action alleging product defects, which resolved successfully.

5. Personal Injury Product Defects

JUUL Labs Product Cases, JCCP 5052, Lead Case No. 19STCV22935 (Los Angeles Superior Court). On February 18, 2020, Paul R. Kiesel was appointed Co-Lead Plaintiffs' Counsel for Private Plaintiffs in the JUUL JCCP. Currently there are hundreds of cases pending in the JCCP, and more cases are continuing to be filed. The litigation is just now entering the discovery phase. The JUUL JCCP is currently working together with leadership in the JUUL MDL to litigate these cases.

Echeverria v. Johnson & Johnson, Case No. BC628228 (Los Angeles Superior Court). Working closely with a number of other highly regarded Plaintiffs' law firms, KL obtained a record-setting jury award of \$417 million dollars against Johnson & Johnson and its subsidiary for the companies' failure to warn of the elevated risk of ovarian cancer associated with its Baby Powder and Shower to Shower talcum powder products. The award is the highest ever obtained against Johnson & Johnson in connection with their talc based products, and included a punitive damage award of \$347 million. Defendants' post-trial motions were granted, which rulings were then partially reversed on appeal. The matter has been remanded for further proceedings.

Hilario Cruz v. Nissan North America, Case No. BC493949 (Los Angeles Superior Court). On August 29, 2012, an Infiniti QX56 driven by Solomon Methenge collided with a mini-van, killing the driver and her two young children. Although Methenge maintained that the accident was caused by a sudden failure of the van's brakes, Methenge was charged with vehicular manslaughter. Unbeknownst to him, the Infiniti suffered from a systemic brake defect which had served as the basis for a class action lawsuit against Nissan. After prosecutors learned of the vehicle's defect, the criminal charges against him were dropped. Methenge and the Cruz family then sued Nissan for their respective injuries and losses as co-Plaintiffs. The case was tried to a Los Angeles jury in July 2017, which returned a verdict of over 24 million collectively to Methenge and the Cruz family. Courtroom View Network selected it as the #3 most impressive Plaintiff Verdict of 2017.

Wright Hip System Cases, California JCCP No. 4710. In November, 2012, KL was appointed Liaison Counsel in this coordinated proceeding involving injuries arising out of the defective design of metal-on-metal hip implants.

In Re: Wright Medical Technology, Inc., Conserve Hip Implant Products Liability Litigation, MDL No. 2329. In May 2012, KL was appointed Co-Lead Counsel in this federal coordinated action arising out of injuries sustained as a result of implantation of defective metal-on-metal hip devices.

Yaz, Yasmin and Ocella Contraceptive Cases, California JCCP No. 4608. KL was appointed Co-Liaison Counsel in this litigation arising out of injuries and deaths that occurred following the ingestion of oral contraceptives.

In Re: Toyota Motor Corp. Hybrid Brake Marketing, Sales Practices, and Products, MDL No. 2172. KL was appointed Liaison Counsel in this case involving defective automotive brakes.

Serrano v. City of Los Angeles, Case No. BC144230 (Los Angeles County Superior Court). Paul Kiesel was appointed Lead Counsel in this multi-fatality product liability litigation which led to an \$8.2 million settlement.

In Re: Diet Drug Litigation, California JCCP No. 4032. In 2003, KL served as the Plaintiffs' Lead Counsel in this action involving claims arising out of use of the diet drug Phen-Fen, which settled confidentially.

Algaro et al. v. Eli Lilly and Company et al., Lead Case No. BC347855 (Los Angeles Superior Court). In 2006, KL was appointed Lead Counsel in this class action to recover for injuries resulting from ingestion of the medication Zyprexa. The case settled favorably.

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In Re: Vioxx Cases, California JCCP No. 4247. In 2007, KL served on the Plaintiffs' Executive Committee for this California JCCP which involved claims arising out of the use of the drug Vioxx.

6. **Unfair Employment Practices**

In Re: The Securitas Security Services, California JCCP 4460. KL represented the plaintiffs in this class action to recover for violations of California labor laws, which resolved successfully.

7. **Toxic Exposure**

In Re: Unocal Refinery Litigation, Case No. C94-0414. Paul Kiesel served as a member of the Direct Action Steering Committee and as Chair of the Allocation Committee in this case involving the toxic contamination of several communities. Mr. Kiesel developed a methodology and plan of allocation for an \$80 million settlement on behalf of approximately 1,500 plaintiffs.

Zachary, et al. v. Arco, et al., Case No. BC 209944 (Los Angeles County Superior Court). Paul Kiesel was appointed Lead Counsel in this mass toxic tort case resulting from a ruptured oil pipeline. The case resolved successfully.

Tosco Refinery Fire, Lead Case No. NC028924 (Los Angeles Superior Court). KL was appointed Lead Counsel in the Tosco Refinery Fire mass toxic tort litigation, in which thousands of people were affected as a result of an explosion and blaze at the Tosco refinery facility in Wilmington, California. The toxic plume caused by this massive fire affected over three thousand people. The matter settled with all defendants on July 1, 2005.

8. **Consumer Protection**

Pilkington v. U.S. Search.com, Case No. BC234858 (Los Angeles Superior Court). In 2000, Paul Kiesel was appointed Lead Counsel in this matter involving a technically flawed online search facility which purported to provide adoptees and their biological parents with information about one another upon demand.

Black v. Blue Cross of America, Case No. BC250339 (Los Angeles Superior Court). KL was co-counsel in this class action against the largest health care service plan

in California for improper mid-year contract modifications. KL prosecuted and settled claims made on behalf of the named plaintiff and class members. Following a finding of liability against the insurer for breach of contract and breach of the covenant of good faith and fair dealing, KL successfully reached agreement to settle all claims for \$25 million. The terms of the settlement called for a reimbursement of 100 percent of the actual damages to nearly 66,000 overpaying subscribers.

Draucker Development and True Communication, Inc. v. Yahoo!, Inc., Case No. CV06-2737 JFW (Rcx) (C.D. Cal.). KL was a member of the Plaintiffs' Steering Committee in this matter in which advertisers sought to recover from an online search engine for breach of contract and unfair business practices.

In re Carrier IQ, Inc. Consumer Privacy Litigation, Case No. 3:12-md-2330 (N.D. Cal). KL is a member of the Plaintiffs' Executive Committee in this class action involving alleged interception and manipulation of consumers' personal communications on smart phones.

In re Facebook Internet Tracking Litigation, Case No. 5:12-md-02314 (N.D. Cal.) KL serves as Liaison Counsel for Plaintiffs in this proceeding alleging the interception of Facebook users' internet communications and activity after logging out of Facebook.

Skeen v. BMW, United States District Court, Case No. 2:13-cv-1531-WHW-CLW (Dist. N.J.): Nationwide class action alleging defective timing chain tensioner in certain turbo model MINI Cooper automobiles which resulted in engine damage. Class settlement approved which provided for refunds to consumers, free repairs and an extended warranty.

In re: Warner Music Group Corp. Digital Downloads Litig., United States District Court, Case No. 3:12-cv-00559-RS (N.D. Cal.): Appointed interim co-lead class counsel on a contested motion and litigated class case against major record label relating to the manner in which the label paid royalties to artists for digital downloads. Final approval granted of class settlement of more than \$11 million.

9. Antitrust

In re: Wholesale Electricity Antitrust Cases I & II, California JCCP Nos. 4204-00005 and 4204-00006. In 2000, Paul Kiesel was a member of the Plaintiffs' Steering Committee in this litigation which the plaintiffs sought to recover damages from energy traders for unfair business practices.

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10. Financial Misconduct

In re: Transient Occupancy Tax Cases, California JCCP No. 4472. In 2004, KL acted as Co-Lead Counsel representing the City of Los Angeles in a class action on behalf of all cities in the state of California to recover unremitted occupancy taxes from certain online travel companies.

American Medical Association, et al. v. Wellpoint, Inc., MDL 09-2074 (C.D. Cal.). In 2009, KL was appointed Co-Lead Counsel in this multi-district litigation in which physicians and physician groups seek to recover payments for treatment that they provided to certain of their medical patients.

Murray v. Belka - "First Pension", California JCCP No. 3131. KL joined forces with Aguirre & Meyer to take on a corrupt pension plan administrator, one of the nation's largest law firms, and the world's largest accounting firm to achieve settlements in providing full restitution for 340 mostly elderly consumers who had lost their life savings to a Ponzi scheme. In July 2000 after a six month trial, the jury found the accounting firm liable for fraud, misrepresentation, aiding and abetting a fraud, and concealment, and issued eighteen findings supporting punitive damages. PWC subsequently settled for a confidential amount which made the investors whole.

In re: Hilton Hotels Corporation Shareholder Litigation, Case No. BC373765 (Los Angeles Superior Court). In 2007, KL was appointed Co-Lead Counsel in this class action in which Hilton shareholders sought to block a proposed merger with the Blackstone Group.

11. Insurance Bad Faith

In re: Northridge Earthquake Litigation, Lead Case No. BC265082 (Los Angeles Superior Court). In 2002, KL served as Plaintiffs' Liaison Counsel in suits against State Farm Insurance, 21st Century Insurance, Farmers Insurance, and the USAA Insurance Company.

B. FIRM BIOGRAPHY**1. Partners**

PAUL R. KIESEL, admitted to practice in California, 1985; admitted to practice before the United States Supreme Court; United States District Court, Central District of California; United States District Court, Northern District of California; Southern District of California; United States District Court, Eastern District of California. *Education*. Connecticut College, B.A. 1982; Whittier College School of Law, J.D. 1985, Honorary Doctor of Law 2005. *Awards and Honors*. California Judicial Council 2014 Distinguished Service Award—Stanley Mosk Defender Of Justice Award; 2014 State Bar President's Access to Justice Award; 2014 Daily Journal Top 100 Attorneys in California; Chief Justice Award for Exemplary Service and Leadership, 2012; Named one of the Twelve Techiest Lawyers in America, ABA Journal, 2012; Access to Justice Award Lawyers' Club of San Francisco, 2012. Named one of 500 Leading Lawyers in America, Lawdragon, 2009-2011; AV Peer Review Rated, Martindale-Hubbell; Named one of the one hundred most influential attorneys in California by the California Business Journal; Named one of the top fifty trial lawyers in Los Angeles by the Los Angeles Business Journal. *Publications and Presentations*. Co-author, Matthew Bender Practice Guide: California Pretrial Civil Procedure (treatise); Co-author, Matthew Bender Practice Guide: California Civil Discovery (treatise); frequent presenter for continuing legal education programs; frequent speaker and writer on subjects related to technology in the practice of law. *Member*. California State Bar Association; Appointed by California Supreme Court Chief Justice Ronald George to the California Judicial Council Civil and Small Claims Advisory Committee; Executive Committee, Prior President, Los Angeles County Bar Association; Co-Chair, California Open Courts Coalition; Board of Governors, Association of Business Trial Lawyers, 2001-2005; Emeritus Member of the Board of Governors, Consumer Attorneys of California; Emeritus Member of the Board of Governors, Consumer Attorneys Association of Los Angeles.

STEVEN D. ARCHER, admitted to practice in California, 1975; United States Supreme Court, 1980; United States District Court, Central District of California, 1975; United States District Court, Eastern District of California; United States District Court, Southern District of California; United States District Court, Northern District of California; United States District Court, Eastern District of Pennsylvania; United States Court of Appeals, Ninth Circuit; United States Court of Federal Claims. *Education*. University of California at Los Angeles, B.A. in American History, Dean's List, 1970; Loyola Law School, Los Angeles, J.D., Dean's Honor List, 1974. *Employment*. Silber, Benezra & Taslitz, 1973-78; Belli & Choulos / Belli, Sayre, Archer & Sabih, Associate, Partner, 1978-82; Simke, Chodos, Silberfeld & Soll, Inc.

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/ Simke, Chodos, Silberfeld & Anteau, Inc., Associate, Partner, 1982-95; Robins, Kaplan, Miller & Ciresi L.L.P., Partner, 1995-2010; Kiesel Law LLP, Partner, 2010-present. *Awards & Honors.* AV Peer Review Rated, Martindale-Hubbell; Super Lawyer, Law & Politics, 2006-present; Humanitarian Award, American Civil Liberties Union of Southern California, 2008; Advocate of the Year, Public Counsel, 2009; Nominee, Consumer Lawyer of the Year, Consumer Attorneys of California, 2009. *Publications.* *Update: Increased Concern over Mounting Numbers of Reported Deaths and Serious Injuries Prompt the FDA to Order Testing of Medical Devices Containing Heparin*, June 13, 2008; *Consumer Alert: Digitek Heart Failure Medications Recalled - A Serious Risk of Injury or Death to the Patient*, May 21, 2008; *Federal Judge Approves Settlement Over Baxter Infusion Pumps*, July 13, 2006; *Consumer Alert: Bausch & Lomb's Renu with MoistureLoc Soft Contact Lens Solution Recalled*, April 26, 2006; *The Dangers of the "Usual Stipulation" in Deposition Practice*, Los Angeles County Bar Association New Lawyers Manual, Fall 2005; *Consumer Alert: F.D.A. Orders Class 1 Recall of Baxter International's Colleague Volumetric Infusion Pumps*, July 13, 2006; *Consumer Alert: Guidant Ancure Endograft System Abdominal Aortic Stents*, September 2003; *Consumer Alert: St. Gobain Prozyr Zirconia Ceramic Coated Femoral Head Hip Implant Components*, February 2002; *A Practical Guide to Code of Civil Procedure Section 2032 - Taking Control of Defense Medical Examinations*, The Advocate, September 2000; *Trying the Soft Tissue Damages Case in California*, The National Business Institute, October 1995 (co-authored); *Auto Accident Manual*, Los Angeles Trial Lawyers Association, March 1985 (contributing author); *Using Thermograms to Argue Soft Tissue Damages*, Trial Magazine, February 1983. *Presentations.* *Using Tort Law to Effect Social Change*, Pepperdine University School of Law, November 17, 2009; *Getting the Most Out of Discovery: Parts I and II*, State Bar of California Continuing Education of the Bar, July 13, 2009, August 3, 2009; *Discovery - Planning, Strategy and Dealing with Abusive Discovery Tactics*, State Bar of California Continuing Education of the Bar, July 25, 2008; *The Art of Advocacy: Tailoring the Message - Storytelling and Framing* (moderator), American Association for Justice, July 14, 2008; *Mock Mediation: Strategies for Successful Mediation of the Toxic Tort Case*, ABA Tort Trial and Insurance Practice Section, April 12, 2008. *Member.* State Bar of California; American Association of Justice; Public Justice; Consumer Attorneys of California, Consumer Attorneys Association of Los Angeles; Los Angeles County Bar Association. *Community Service.* Pending Legislation Sub-Committee, Consumer Attorneys of California; Past Vice-Chair, Member, Client Relations Committee, Los Angeles County Bar Association; Los Angeles County Bar Association Lawyer Referral and Information Service (past member); Dependency Court Tort Committee, Los Angeles Juvenile Court (past member); Advisory Board, Loyola Law School Center for Conflict Resolution; Board of Directors, Public Counsel; Board of Directors, Los Angeles Conservancy (past member); Member Development Committee, Los Angeles

Conservancy (past member); Legal Committee, Los Angeles Conservancy (past member); Board of Directors, Mt. Olympus Property Owners' Association (past member); Legal Counsel to the Board of Directors, Mt. Olympus Property Owners' Association.

D. BRYAN GARCIA, admitted to practice in California, 2002, Arizona, 2005, Nevada, 2005, U.S. District Court, Eastern District of California, U.S. District Court, Central District of California, and U.S. District Court, Northern District of California. *Education*: University of California, Berkeley, B.A. in Political Science, 1998; University of California, Hastings, J.D., 2001. *Experience*: Garcia Law Firm, 2001-2006; Chapman, Glucksman, & Dean, 2006-2008; Biren & Katzman, 2008-2010; Callahan & Blaine, 2010-2016. *Awards and Honors*: Super Lawyer Rising Star, 2011-2013; Super Lawyer 2014-2018. *Membership*: Elected Los Angeles representative for California Young Lawyers Association, State Bar Law Practice Management and Technology Section.

JEFFREY A. KONCIUS, admitted to practice in California, 1997; New Jersey, 1995; New York, 1997; admitted to practice before the United States District Court, Central District of California; United States District Court, Southern District of California; United States District Court, Northern District of California; United States District Court, Eastern District of California; United States District Court, District of New Jersey; United States District Court, Eastern District of New York; United States District Court, Southern District of New York; United States Court of Appeals for the Ninth Circuit. *Education*. Johns Hopkins University, B.A., 1989; Benjamin N. Cardozo School of Law, J.D., 1995. *Reported Decisions*. *Spielman v. Ex'pression Center for New Media*, 191 Cal. App. 4th 420 (2010); *Loeffler v. Target Corp.*, 58 Cal. 4th 1081 (2014); *Pioneer Electronics (USA) Inc. v. Superior Court*, 40 Cal. 4th 360 (2007); *Bush v. Cheaptickets, Inc.*, 425 F.3d 683 (9th Cir. 2005); *Morohoshi v. Pacific Home*, 34 Cal. 4th 482 (2004); *Bird, Marella, Boxer & Wolpert v. Superior Court*, 106 Cal. App. 4th 419 (2003). *Awards and Honors*. Supervising Editor, *Cardozo Law Review*, 1994-95. *Employment*. Cohn Lifland Pearlman Herrmann & Knopf, 1995-97; Law Office of Joseph J.M. Lange, 1997-2000; Lange & Koncius, LLP, 2000-11; Kiesel Law LLP, 2011-present. *Member*. Board of Governors, Association of Business Trial Lawyers (Los Angeles); California State Bar Association; New York State Bar Association; New Jersey State Bar Association; American Association for Justice; Consumer Attorneys Association of Los Angeles; Los Angeles County Bar Association; Public Justice Foundation. *Additional*. Past entrepreneur.

MARIANA McCONNELL, admitted to practice in California, 2010; admitted to practice before the United States District Court, Central District of California; United States District Court, Southern District of California; United States District

Court, Northern District of California; United States District Court, Eastern District of California; *Education*. Pepperdine University, B.A., 2007; Southwestern Law School, J.D., *cum laude*, 2010; *Awards and Honors*. Paul Wildman Merit Scholarship, 2007-2010; Dean's Merit Scholarship, 2008-2010; Dean's List, 2008-2010; Super Lawyers Rising Star, 2015; *Employment*. Judicial Extern for the Honorable S. James Otero, 2007; Girardi & Keese, 2008-2013. *Member*. Los Angeles County Bar Association, Barristers Section Executive Committee Member, 2012-Present, Barristers Vice President, 2015-16; Consumer Attorneys of California, Board of Governors; Consumer Attorneys Association of Los Angeles. *Community Service*. Junior League of Los Angeles.

2. Associates

NICHOLAS "NICO" L. BRANCOLINI, joined Kiesel Law LLP in 2019. He works across the firm's consumer class actions, mass tort litigation, and catastrophic personal injury practice areas. Prior to joining Kiesel Law, Mr. Brancolini worked for a national plaintiffs' firm in class action litigation involving automobile safety and deceptive banking practices. Mr. Brancolini attended Claremont McKenna College, graduating with a B.A. in American Studies, and earned his J.D. at Loyola Law School of Los Angeles. While at Loyola he served as Executive Symposium Editor of the *International and Comparative Law Review* and, together with Loyola's Center for the Study of Law and Genocide, co-organized a Commemoration of the Nuremberg Trials' 70th anniversary. Mr. Brancolini additionally studied international and comparative law at the University of Bologna. Mr. Brancolini is a member of the State Bar of California; U.S. District Court, Central District of California; Italian American Lawyers Association; Los Angeles County Bar Association; and serves on the Young Leadership Council for Lambda Legal.

CHERISSE HEIDI A. CLEOFE, admitted to practice in California, 2013, U.S. District Court, Central District of California, 2013. *Education*. University of California, San Diego, B.S. in Management Science, 2003, University of San Francisco School of Law, J.D., 2012. *Employment*. Practice Development Coordinator for JAMS, 2012-2013; Frank C. Newman Intern for the University of San Francisco International Human Rights Clinic, 2012; Law Clerk for Law Offices of Waukeen McCoy, 2011; Acción Política y Redes Legal Research Intern for ALBOAN. *Awards and Honors*: University of San Francisco Student Bar Association Award, 2012; Zeif Award Scholarship Recipient, 2011; Blum Fund Scholarship Recipient, 2009. *Member*. State Bar of California, American Bar Association, Los Angeles County Bar Association, Orange County Bar Association, Philippine American Bar Association. *Community Service*: Volunteer Attorney at Legal Aid Society of Orange County, 2013 -2014.

ASHLEY M. CONLOGUE, admitted to practice in California, 2013, the U.S. District Court, Central District of California, 2013 and the U.S. District Court, Northern District of California, 2015. *EDUCATION*: University of California, Los Angeles (UCLA), *cum laude*, B.A. in Psychology, 2010; Loyola Law School Los Angeles, J.D., 2013. While in law school, Ms. Conlogue served as a Research Editor of the Entertainment Law Review. Ms. Conlogue also clerked with the California Attorney General's Office, Natural Resources Department, the Major Crimes Division of the Los Angeles District Attorney's Office, and the Santa Monica City Attorney's Office, Civil Liability Division. *AWARDS AND HONORS*: Academic Merit Scholarship, 2010-2013, Dean's List 2006-2010. *EXPERIENCE*: Ashley's current practice focuses on consumer class actions, mass tort litigation, catastrophic personal injury, and other complex litigation in federal and state court. Prior to joining Kiesel Law, Ashley specialized in complex business, real-estate, securities fraud, and hospitality litigation in both federal and state court, as well as the California Court of Appeals. *MEMBERSHIP*: State Bar of California, Beverly Hills Bar Association, Consumer Attorneys Association of Los Angeles, and Association of Business Trial Lawyers (Los Angeles).

NICOLE DEVANON joined Kiesel Law LLP in 2020. Prior to joining Kiesel Law, she spent nine years at a nationally recognized plaintiffs firm. Ms. DeVanon was admitted to the California State Bar in 2012. As a skilled trial lawyer, Ms. DeVanon has handled all aspects of litigation including discovery, depositions, motion practice, expert disclosure and expert discovery. Ms. DeVanon also has also tried multiple cases to verdict. Ms. DeVanon has had numerous seven and eight figure settlements and verdicts throughout the course of her career. She has experience managing mass tort and class action cases involving more than 1,000 clients. Ms. DeVanon graduated *cum laude* from University of Colorado at Boulder in 2009, and *cum laude* from Southwestern Law School in 2012.

MELANIE MENESES PALMER, admitted to practice in California, 2012, U.S. District Court, Northern District of California, 2012. *Education*. University of San Francisco, B.A. in Psychology, 2009; University of San Francisco School of Law, J.D., 2012. *Experience*. Deputy City Attorney for the City of Los Angeles, 2013-2014; Certified Clerk, Child Advocacy Clinic for the University of San Francisco School of Law, 2011-2012; Certified Clerk, Children's Law Center Los Angeles, 2011; Criminal Defense Extern, Law Office of Jonah Chew, 2010; Juvenile Rights Intern, Legal Aid of Cambodia, 2010. *Awards and Honors*: Grant from the University of San Francisco Public Interest Law Foundation, 2011. *Member*. State Bar of California, American Bar Association, Los Angeles County Bar Association, Philippine American Bar Association, Beverly Hills Bar Association, Consumer Attorneys Association of Los Angeles. *Community Service*: Board Member, Search

to Involve Pilipino Americans, 2014; Americorps VISTA, Los Angeles County Community Development Commission, 2009-2010.

NICOLE RAMIREZ, joined Kiesel Law LLP in 2016, where her practice focuses on consumer class actions, mass tort litigation, catastrophic personal injury, and other complex litigation in federal and state court. Prior to joining Kiesel Law, Ms. Ramirez represented clients in the area of general liability at a national law firm. During law school, Ms. Ramirez externed for the Honorable Valerie Baker Fairbank of the U.S. District Court, Central District and clerked for the Los Angeles County District Attorneys' Office. Ms. Ramirez earned her B.A. in both Psychology and Spanish from Pepperdine University and her J.D. from Loyola Law School. While in law school, Ms. Ramirez was a member of the Loyola of Los Angeles Law Review. Ms. Ramirez is licensed to practice before all courts of the State of California as well as the United States District Courts of the Central District, Southern District, Northern District and Eastern District. Ms. Ramirez has been an active member of the State Bar of California since 2011. Ms. Ramirez is also an active volunteer for Court Appointed Special Advocates, where she advocates for foster youth in the judicial system.

STEPHANIE TAFT is a third-year attorney and focuses her practice on complex tort litigation, catastrophic personal injury and wrongful death claims stemming from motor vehicle accidents, dangerous premises and defective products. Ms. Taft has helped to secure millions of dollars in settlements for her clients and has assisted with cases that have resulted in multi-million dollar verdicts. Ms. Taft graduated cum laude from Loyola Law School in Los Angeles after securing her B.A. degree from California Polytechnic University in San Luis Obispo. While at Loyola, Ms. Taft participated in the school's Scott Moot Court Team and competed in the "National Competition" for appellate advocacy where she won the Regional Best Brief Award. Ms. Taft is active in her local community and sits on the Board of Trustees for both the Los Angeles County Bar Association – Barristers Section and the Santa Monica Bar Association. She is also active with the CAALA Board of Directors.

EXHIBIT “C”

The Rick Nelson Company, LLC v. Sony Music Entertainment, Case No 1:18-cv-08791-LLS

LODESTAR SUMMARY

FIRM NAME: Kiesel Law LLP

STATUS:

REPORTING PERIOD:

(P) Partner

3/6/2018 - 10/29/2020

(A) Associate

NAME	STATUS	TOTAL HOURS	HOURLY RATE	AMOUNT
Attorneys				
Koncius, Jeffrey (JAK)	P	279.4	\$ 1,150.00	\$ 321,310.00
Ramirez, Nicole (NR)	A	134.0	\$ 625.00	\$ 83,750.00
Conlogue, Ashley (AC)	A	10.3	\$ 550.00	\$ 5,665.00
Gold, Stephanie (SG)	A	7.4	\$ 480.00	\$ 3,552.00
TOTALS		431.1		\$ 414,277.00

EXHIBIT “D”

The Rick Nelson Company, LLC v. Sony Music Entertainment, Case No 1:18-cv-08791-LLS

EXPENSES SUMMARY

FIRM NAME: Kiesel Law LLP

REPORTING PERIOD: 3/6/2018 - 10/29/2020

DESCRIPTION	AMOUNT
Travel/Parking	\$ 132.30
Delivery	\$ 93.84
Meetings/Meals	\$ 42.66
Filing Fees	\$ 27.63
Research	\$ 6.28
Copies	\$ 88.30
TOTAL	\$ 391.01