

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

JOSEPH ZIMMERMAN, ANTHONY DEVITO, and  
SEAN DONNELLY, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

PARAMOUNT GLOBAL, COMEDY PARTNERS, and  
DOES 1-10,

Defendants.

No. 23 Civ. 2409 (VSB)

MICHAEL KAPLAN, an individual, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

COMEDY PARTNERS, a New York general partnership,

Defendant.

No. 22 Civ. 9355 (VSB)

**DECLARATION OF CAMERON R. AZARI, ESQUIRE REGARDING  
IMPLEMENTATION AND ADEQUACY OF NOTICE PROGRAM**

**DECLARATION OF CAMERON R. AZARI, ESQUIRE REGARDING  
IMPLEMENTATION AND ADEQUACY OF NOTICE PROGRAM**

I, Cameron R. Azari, Esquire, hereby declare and state as follows:

1. My name is Cameron R. Azari, Esquire. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notice plans.
4. The facts in this Declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”).

**OVERVIEW**

5. This declaration describes the successful implementation of the Settlement notice program (“Notice Program”) and notices (the “Class Notice” or “Class Notices”) for *Zimmerman et al. v. Paramount Global et al.*, No. 23 Civ. 2409 and *Kaplan v. Comedy Partners*, No. 22 Civ. 9355, in the United States District Court for the Southern District of New York (together, “Actions”). I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Program* (“Notice Program Declaration”) on August 29, 2024, which described the Notice Program, detailed Epiq’s class action notice experience, and attached Epiq’s *curriculum vitae*. ECF No. 52. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

**NOTICE PROGRAM METHODOLOGY**

6. Rule 23 of the Federal Rules of Civil Procedure directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the

following: United States mail, electronic means, or other appropriate means.”<sup>1</sup> The Notice Program satisfied these requirements.

7. This Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Program individual notice efforts via email and/or mail *reached 100% of the identified Settlement Class*. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court-approved notice plans, was the best notice practicable under the circumstances of this case, and satisfied the requirements of due process, including its “desire to actually inform” requirement.<sup>2</sup>

### **CAFA NOTICE**

8. On September 6, 2024, Epiq sent 13 CAFA Notice Packages (“CAFA Notice”), as required by the federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 11 officials, which included the Attorneys General of California, Florida, Georgia, Massachusetts, Missouri, Montana, New Hampshire, New Jersey, New York, Ohio, and Oklahoma. Per the direction of the Office of the Connecticut Attorney General, the Notice was sent to the Connecticut Attorney General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated September 6, 2024, which is included as **Attachment 1**. See ECF Nos. 58 and 58-1.

### **NOTICE PROGRAM DETAIL**

9. On March 11, 2025, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Opinion & Order* (“Preliminary Approval Order”). In the

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<sup>1</sup> Fed. R. Civ. P. 23(c)(2)(B).

<sup>2</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

Preliminary Approval Order, the Court approved, for settlement purposes only, the following “Settlement Class”:

All persons and entities, their agents, successors in interest, affiliates, assigns, heirs, executors, trustees, and administrators who are or were parties to Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022.

10. After the Court’s Preliminary Approval Order was entered, Epiq implemented the Notice Program. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the administration activity to date.

### **NOTICE PROGRAM**

#### ***Individual Notice***

11. On September 11, 2024, Epiq received one data file with 163 identified Settlement Class Member records, which included names, mailing addresses, email addresses, and last known contact information to the extent known for each Settlement Class Member. Subsequently, Counsel provided updated contact information for six of these records. Epiq loaded the 163 unique, identified Settlement Class Member records into its database for this Settlement.

12. An Email Notice was sent to all identified Settlement Class Members for whom a valid email address was available. A Postcard Notice was sent via USPS first class mail to all identified Settlement Class Members with an associated physical address for whom the Email Notice was returned as undeliverable after several attempts.

#### ***Individual Notice – Email***

13. On March 31, 2025, Epiq commenced sending 165 Email Notices to all identified Settlement Class Members for whom a valid email address was available (Epiq received updated valid email addresses for two Settlement Class Members who then were sent a second Email Notice). The following industry standard best practices were followed. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame

SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notices used an embedded html text format. This format provided easy-to-read text without graphics, tables, images, and other elements that in our experience would have increased the likelihood that the message would have been blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notices included an embedded link to the Settlement Website. By clicking the link, recipients were able to easily access the Long-Form Notice, and other information about the Settlement. The Email Notice clearly and concisely summarized the Settlement and the legal rights of the Settlement Class Members. The Email Notice is included as **Attachment 2**.

14. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For Email Notices for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

#### ***Individual Notice – Direct Mail***

15. On April 18, 2025, Epiq commenced sending 37 Postcard Notices to all identified Settlement Class Members with an associated physical address for whom the Email Notice was returned as undeliverable after several attempts. The Postcard Notice was sent via USPS first class mail. In addition, the Postcard Notice directed the recipients to the Settlement Website where they could access the Long-Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 3**.

16. Prior to sending the Postcard Notice, mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure the Settlement

Class Member address information was up-to-date and accurately formatted for mailing.<sup>3</sup> In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and was verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

17. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of June 27, 2025, Epiq has remailed three Postcard Notices.

18. Additionally, a Long-Form Notice was mailed to all persons who requested one via the toll-free telephone number or other means. As of June 27, 2025, Epiq mailed three Long-Form Notices as a result of such requests. The Long-Form Notice is included as **Attachment 4**.

#### ***Notice Results***

19. As of June 27, 2025, an Email Notice and/or Postcard Notice was successfully delivered to all of the 163 unique, identified Settlement Class Members. This means the *individual notice efforts reached 100% of the identified Settlement Class*.

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<sup>3</sup> The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

### ***Settlement Website***

20. On March 28, 2025, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.ccrsettlement.com). Relevant documents were posted on the Settlement Website, including the Long-Form Notice, Settlement Agreement, Preliminary Approval Order, Plaintiffs' Motion For Reasonable Attorneys' Fees, Costs and Service awards, and other case-related documents. In addition, the Settlement Website included relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. The Settlement Website address was prominently displayed in all notice documents. As of June 27, 2025, there have been 453 unique visitor sessions to the Settlement Website, and 672 web pages have been presented.

### ***Toll-Free Telephone Number***

21. On March 28, 2025, Epiq established a toll-free telephone number (1-888-619-3844) to provide information about the Settlement. Callers are able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Long-Form Notice be mailed to them. The toll-free telephone number was prominently displayed in all notice documents. The automated telephone system is available 24 hours per day, 7 days per week. As of June 27, 2025, there have been 12 calls to the toll-free telephone number representing 30 minutes of use.

22. A postal mailing address was established and continues to be available for the Settlement Class Members to contact the Settlement Administrator for additional information or to ask questions.

### ***Requests for Exclusion and Objections***

23. The deadline to request exclusion from the Settlement or to object to the Settlement was June 9, 2025. As of June 27, 2025, *Epiq has received no requests for exclusion. As of June 27, 2025, Epiq is aware of no objections to the Settlement.*

### ***Distribution Options***

24. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address and that Settlement Class Members who do not request exclusion from the Settlement will receive a payment automatically.

### **CONCLUSION**

25. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and that the notice or notice program provide class members with easy access to the details of how the class action may impact their rights. All of these requirements were met in this case.

26. The Notice Program included individual notice by email and/or mail to identified Settlement Class Members. With the address updating protocols that were used, the Notice Program individual notice efforts reached 100% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. The Federal Judicial Center’s (“FJC”) *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”<sup>4</sup> Here, we have developed and implemented a Notice Program that readily achieved a reach beyond the high end of that standard.

27. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which

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<sup>4</sup> FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

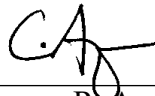
emphasize the need: (a) to endeavor to actually inform the Class, and (b) to ensure that notice is reasonably calculated to do so.

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

28. The Notice Program provided the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

29. The Notice Program schedule afforded enough time to provide full and proper notice to Settlement Class Members before the Opt-Out Deadline and Objection Deadline.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct. Executed on June 30, 2025.



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Cameron R. Azari, Esquire

# Attachment 1

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

MICHAEL KAPLAN, an individual, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

COMEDY PARTNERS, a New York general partnership,

Defendant.

No. 22 Civ. 9355 (VSB)

JOSEPH ZIMMERMAN, ANTHONY DEVITO, and  
SEAN DONNELLY, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

PARAMOUNT GLOBAL, COMEDY PARTNERS, and  
DOES 1-10,

Defendants.

No. 23 Civ. 2409 (VSB)

**DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE**

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and

implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

#### **CAFA NOTICE IMPLEMENTATION**

5. At the direction of counsel for Defendants Comedy Partners and Paramount Global, 13 federal and state officials (the Attorney General of the United States and the Attorneys General of California, Connecticut, Florida, Georgia, Massachusetts, Missouri, Montana, New Hampshire, New Jersey, New York, Ohio, and Oklahoma) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq’s list were verified, then run through the Coding Accuracy Support System (“CASS”) maintained by the United States Postal Service (“USPS”).<sup>1</sup>

7. On September 6, 2024, Epiq sent 13 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Priority Mail to 11 officials (the Attorneys General of California,

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<sup>1</sup> CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

Florida, Georgia, Massachusetts, Missouri, Montana, New Hampshire, New Jersey, New York, Ohio, and Oklahoma). As per the direction of the Office of the Connecticut Attorney General, the Notice was sent to the Connecticut Attorney General electronically via email. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

- a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
  - Kaplan Complaint (filed November 1, 2022); and
  - Zimmerman Complaint (filed March 21, 2023).
- b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
  - Long Form Notice (*Exhibit C to the Stipulation and Agreement of Settlement*).
- c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
  - Notice of Motion and Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Stipulation and Agreement of Settlement;
    - [Proposed] Order Re Preliminary Approval of Settlement Agreement, Certification of Settlement Class, Appointment of

Class Counsel, and Appointment of Class Representatives (*Exhibit A to the Stipulation and Agreement of Settlement*);

- [Proposed] Final Judgment and Order of Dismissal (*Exhibit B to the Stipulation and Agreement of Settlement*);
  - Declaration of Neville L. Johnson in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Plaintiff Michael Kaplan in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Cameron R. Azari, Esq Regarding Notice Program;
  - [Proposed] Order Re Preliminary Approval of Settlement Agreement, Certification of Settlement Class, Appointment of Class Counsel, and Appointment of Class Representatives;
  - Declaration of Benjamin J. Sweet in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Plaintiff Anthony Devito in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Plaintiff Sean Donnelly in Support of Motion for Preliminary Approval of Class Action Settlement Agreement; and
  - Declaration of Plaintiff Joseph Zimmerman in Support of Motion for Preliminary Approval of Class Action Settlement Agreement.
- d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A Geographic Analysis of potential Class Members was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 6, 2024.

  
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KYLE S. BINGHAM

# Attachment 1

## CAFA Notice Service List

## USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT

**CAFA Notice Service List****UPS**

<b>Appropriate Official</b>	<b>FullName</b>	<b>Address1</b>	<b>Address2</b>	<b>City</b>	<b>State</b>
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC

# Attachment 2

**CAFA NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS  
10300 SW Allen Blvd  
Beaverton, OR 97005  
P 503-350-5800  
DL-CAFA@epiqglobal.com

September 6, 2024

**VIA UPS OR USPS PRIORITY MAIL**

**Class Action Fairness Act – Notice to Federal and State Officials**

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendants Comedy Partners and Paramount Global relating to the proposed settlement of a class action lawsuit.

- **Case:** *Zimmerman et al. v. Paramount Global et al.*, Case No. 1:23-cv-02409-VSB  
*Kaplan v. Comedy Partners*, Case No. 1:22-cv-09355-VSB
- **Court:** United States District Court for the Southern District of New York.
- **Defendants:** Comedy Partners and Paramount Global.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:
  1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
    - Kaplan Complaint (filed November 1, 2022); and
    - Zimmerman Complaint (filed March 21, 2023).
  2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has not scheduled a preliminary approval hearing or a final approval hearing or any other judicial hearing concerning the settlement agreement at this time.
  3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
    - Long Form Notice (*Exhibit C to the Stipulation and Agreement of Settlement*).
  4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
    - Notice of Motion and Motion for Preliminary Approval of Class Action Settlement Agreement;
    - Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
    - Stipulation and Agreement of Settlement;

**CAFA NOTICE ADMINISTRATOR**

HILSOFT NOTIFICATIONS  
10300 SW Allen Blvd  
Beaverton, OR 97005  
P 503-350-5800  
DL-CAFA@epiqglobal.com

- [Proposed] Order Re Preliminary Approval of Settlement Agreement, Certification of Settlement Class, Appointment of Class Counsel, and Appointment of Class Representatives (*Exhibit A to the Stipulation and Agreement of Settlement*);
  - [Proposed] Final Judgment and Order of Dismissal (*Exhibit B to the Stipulation and Agreement of Settlement*)
  - Declaration of Neville L. Johnson in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Plaintiff Michael Kaplan in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Cameron R. Azari, Esq Regarding Notice Program;
  - [Proposed] Order Re Preliminary Approval of Settlement Agreement, Certification of Settlement Class, Appointment of Class Counsel, and Appointment of Class Representatives;
  - Declaration of Benjamin J. Sweet in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Plaintiff Anthony Devito in Support of Motion for Preliminary Approval of Class Action Settlement Agreement;
  - Declaration of Plaintiff Sean Donnelly in Support of Motion for Preliminary Approval of Class Action Settlement Agreement; and
  - Declaration of Plaintiff Joseph Zimmerman in Support of Motion for Preliminary Approval of Class Action Settlement Agreement.
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
  6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
  7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A Geographic Analysis of potential Class Members is included on the enclosed CD.
  8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

# Attachment 2

**From:** Comedy Partners Class Action Settlement <ccrsettlement@e.epiqnotice.com>  
**To:** [REDACTED]  
**Subject:** COMEDY PARTNERS COURT-ORDERED NOTICE OF CLASS ACTION SETTLEMENT

United States District Court for the Southern District of New York

*Kaplan v. Comedy Partners*  
No. 22 Civ. 9355  
and  
*Zimmerman et al. v. Paramount Global et al.*  
No. 23 Civ. 2409

**Notice of proposed Settlement of class action lawsuits.**

***A federal court authorized this notice. This is not a solicitation from a lawyer.***

**You can learn more at: [www.CCRSettlement.com](http://www.CCRSettlement.com)**

Dear [REDACTED]

**Comedy Partners' records show you are a member of the Settlement Class**, defined as: All persons and entities, their agents, successors in interest, affiliates, assigns, heirs, executors, trustees, and administrators who are or were parties to Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

**What's the Settlement About?** A Settlement has been reached in two class action lawsuits, *Kaplan v. Comedy Partners*, No. 22-CV-9355 (VSB) (S.D.N.Y.) and *Zimmerman et al. v. Paramount Global et al.*, No. 23-CV-2409 (VSB) (S.D.N.Y.) (collectively, the "Actions"), which affects your rights. The Actions allege that Defendants Comedy Partners and Paramount Global (collectively, "Defendants" or "Comedy Partners") have underpaid royalties to parties to licensing agreements or recording contracts with Comedy Partners (the "Recording Contracts") whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts.

**What Does the Settlement Provide?** Comedy Partners has agreed to pay \$11 million to settle the Actions. Members of the Settlement Class who do not request to be excluded from the Settlement will (a) receive their Class Member Pro Rata Share (a legal term meaning proportional share) of the Net Settlement Fund, and (b) release all legal claims they may have

against Comedy Partners that were or could have been raised in the Actions, other than certain “Retained Claims” defined in Section 15 of the Settlement Agreement.

Each Settlement Class Member will receive their Class Member Pro Rata Share of the Net Settlement Fund (i.e., ratio of the total number of plays of the individual Class Member’s Recordings, compared to the total number of plays of all Class Member Recordings in the aggregate, via the SiriusXM Radio platform during the period May 19, 2013 through December 31, 2022), after the deduction from the Settlement Fund of (1) any award of Attorneys’ Fees and Expenses, (2) no more than \$20,000 in Incentive Awards, and (3) no more than \$28,000 in Notice and Administration Costs.

**Other Options.** If you do not want to be legally bound by the Settlement, you must opt out of the Settlement postmarked by **June 9, 2025**. If you do not opt out, you will be bound by all terms of the Settlement or judgment, including giving up the right to sue the Released Parties about the legal claims in the Actions. If you do not opt out, you may object to the terms of the Settlement by **June 9, 2025**. The [Long Form Notice](#) on the [Settlement Website](#) has instructions on how to opt out or object. If you do nothing and the Settlement is approved, you will receive your pro rata payment, and be bound by the Settlement and any judgements and orders. The Court will hold a Fairness Hearing on **July 22, 2025**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees request of up to \$3,666,666.66 of the \$11 million Settlement Fund, and up to \$100,000.00 in costs and expenses, and any objections to the Settlement. If you timely object, you or your attorney may attend the hearing, but you are not required to do so.

**This notice is a summary. Learn more [here](#) or call toll free 1-888-619-3844.**

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If [REDACTED] should not be subscribed or if you need to change your subscription information for Zimmerman et al. v. Paramount, [please use this preferences page](#).

# Attachment 3

Comedy Partners Class Action Settlement  
PO Box 2893  
Portland, OR 97208-2893

Court-Approved Legal Notice

*Kaplan v. Comedy Partners*

No. 22 Civ. 9355, United States District  
Court for the Southern District of New York  
and

*Zimmerman et al. v. Paramount Global et al.*

No. 23 Civ. 2409, United States District Court  
for the Southern District of New York

**NOTICE OF PROPOSED  
SETTLEMENT OF CLASS  
ACTION LAWSUITS**

*A Court has authorized this notice.*

*This is **not** a solicitation from a lawyer.*

[www.CCRSettlement.com](http://www.CCRSettlement.com)

1-888-619-3844



A Settlement has been reached in two class action lawsuits, *Kaplan v. Comedy Partners*, No. 23-CV-938 (S.D.N.Y.) and *Zimmerman et al. v. Paramount Global et al.*, No. 23-CV-2409 (VSB) (S.D.N.Y.) (collectively, the “Actions”), which affects your rights. The Actions allege that Defendants Comedy Partners and Paramount Global (collectively, “Defendants” or “Comedy Partners”) have underpaid royalties to parties to licensing agreements or recording contracts with Comedy Partners (the “Recording Contracts”) whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts.

**Who is Included? Comedy Partner records show you are a member of the Settlement Class**, defined as: All persons and entities, their agents, successors in interest, affiliates, assigns, heirs, executors, trustees, and administrators who are or were parties to Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022.

**What does the Settlement Provide?** Comedy Partners has agreed to pay \$11 million to settle the Actions. Members of the Settlement Class who do not request to be excluded from the Settlement will (a) receive their Class Member Pro Rata Share (a legal term meaning proportional share) of the Net Settlement Fund, and (b) release all legal claims they may have against Comedy Partners that were or could have been raised in the Actions, other than certain “Retained Claims” defined in Section 15 of the Settlement Agreement.

Each Settlement Class Member will receive their Class Member Pro Rata Share of the Net Settlement Fund (i.e., ratio of the total number of plays of the individual Class Member’s Recordings, compared to the total number of plays of all Class Member Recordings in the aggregate, via the SiriusXM Radio platform during the period May 19, 2013 through December 31, 2022), after the deduction from the Settlement Fund of (1) any award of Attorneys’ Fees and Expenses, (2) no more than \$20,000 in Incentive Awards, and (3) no more than \$28,000 in Notice and Administration Costs.

**Other Options.** If you do not want to be legally bound by the Settlement, you must opt out of the Settlement postmarked by **June 9, 2025**. If you do not opt out, you will be bound by all terms of the Settlement or judgment, including giving up the right to sue the Released Parties about the legal claims in the Actions. If you do not opt out, you may object to the terms of the Settlement by **June 9, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing and the Settlement is approved, you will receive your pro rata payment, and be bound by the Settlement and any judgements and orders. The Court will hold a Fairness Hearing on **July 22, 2025**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees request of up to \$3,666,666.66 of the \$11 million Settlement Fund, and up to \$100,000.00 in costs and expenses, and any objections to the Settlement. If you timely object, you or your attorney may attend the hearing, but you are not required to do so.

**This notice is a summary. Learn more at [www.CCRSettlement.com](http://www.CCRSettlement.com) or call toll free 1-888-619-3844.**

# Attachment 4

**MICHAEL KAPLAN, an individual,  
on behalf of himself and all others similarly situated**

**v.**

**COMEDY PARTNERS, a New York general partnership  
United States District Court for the Southern District of New York  
Case No. 22 Civ 9355 (VSB)**

**—and—**

**JOSEPH ZIMMERMAN, ANTHONY DEVITO, and SEAN DONNELLY, individually  
and on behalf of all others similarly situated**

**v.**

**PARAMOUNT GLOBAL, COMEDY PARTNERS, and DOES 1-10  
United States District Court for the Southern District of New York  
Case No. 23 Civ 2409 (VSB)**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUITS**

*The United States District Court for the Southern District of New York authorized this Notice.*

*This is not a solicitation from a lawyer. You are not being sued.*

*However, your legal rights are affected by the information contained in this Notice.*

**Please be advised that your rights may be affected, and you may be eligible to receive a financial payment as the result of a proposed class action settlement (“Settlement”).** You have been identified as a Class Member of the Settlement Class.<sup>1</sup> The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

- A Settlement has been reached in two class action lawsuits, *Kaplan v. Comedy Partners*, No. 22 Civ. 9355 (VSB) (S.D.N.Y.) and *Zimmerman et al. v. Paramount Global et al.*, No. 23 Civ. 2409 (VSB) (S.D.N.Y.) (collectively, the “Actions”), which affects your rights. The Actions allege that Defendants Comedy Partners and Paramount Global (collectively, “Defendants” or “Comedy Partners”) have underpaid royalties to parties to licensing agreements or recording contracts with Comedy Partners (the “Recording Contracts”) whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts.
- The Court has not yet decided whether to grant final approval of the Settlement; however, the Court has preliminarily approved the Settlement as fair, adequate, and reasonable. No payments will be made unless and until the Court finally approves the Settlement and any appeals are resolved.
- As explained in further detail below, you need to decide by **June 9, 2025** whether to: (1) receive a payment to be paid under the Settlement – you do not need to do anything for this option; (2) object to the Settlement; or (3) opt-out of the Settlement entirely (you will not receive any money to be paid under the Settlement) to retain the right to pursue your legal claims on your own. ***If you wish to remain a Class Member for purposes of this Settlement and receive a payment pursuant to the Settlement, you do not have to do anything in response to this Notice.***

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<sup>1</sup> You are a Class Member if you fall within the Settlement Class definition: “All persons and entities, their agents, successors in interest, affiliates, assigns, heirs, executors, trustees, and administrators who are or were parties to Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022.”

**PLEASE READ THIS NOTICE CAREFULLY.** It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.

<b>YOUR RIGHTS AND OPTIONS</b>	
<b>DO NOTHING AND RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT</b>	You do not have to do anything to participate in the Settlement. If you do nothing, and if the Settlement is finally approved by the Court, you will receive a payment in the amount of your <i>pro rata</i> share (a legal term meaning proportional share) of the Net Settlement Fund, after the deduction of certain expenses. See Section 18 below. All members of the Settlement Class who do <u>not</u> Opt-Out by successfully submitting a Request for Exclusion will have the right to select their method of payment of their pro rata share of the Net Settlement Fund.
<b>REQUEST TO BE EXCLUDED FROM THE SETTLEMENT (“OPT-OUT”)</b>	You can choose to exclude yourself from the Settlement. If you do not want to receive a payment under the Settlement, and you want to keep any rights you may have to individually sue Comedy Partners over the legal claims resolved by this Settlement, then you must send a letter to the Settlement Administrator by <b>June 9, 2025</b> stating that you wish to be excluded from the Settlement. See Section 19 below.
<b>OBJECT TO THE TERMS OF THE SETTLEMENT</b>	You can object to the Settlement in its entirety by filing an objection—in the form of a letter—with the Court and sending it to the Settlement Administrator by <b>June 9, 2025</b> , explaining why you believe the Settlement should be rejected by the Court. If your objection is overruled by the Court, you will receive a payment in the amount of your <i>pro rata</i> (or proportional) share of the Net Settlement Fund, and you will not be able to sue Comedy Partners for the legal claims being released as part of the Settlement of the Actions. If the Court agrees with your objection, then the Settlement may not be approved. See Section 20 below.

These rights and options—*and the deadlines to exercise them*—along with the significant terms of the Settlement are explained in this Notice.

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## BASIC INFORMATION

### 1. Why did I receive this Notice?

Comedy Partners' records show that you are or were a party to a Recording Contract with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022. A Settlement has been reached in the Actions against Comedy Partners that affects your legal rights.

Judge Vernon S. Broderick of the United States District Court for the Southern District of New York, who is overseeing the settlement of the Actions, ordered that members of the Settlement Class whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts (the "Settlement Class"), be sent Notice because each member of the Settlement Class has a right to know about the proposed Settlement and their legal rights and options available before the Court decides whether to finally approve the Settlement.

### 2. What is a class action?

In a class action lawsuit, one or more people, called class representatives, assert claims on behalf of themselves and other people. All of these people together are called a class or class members. In a class action, one court resolves the issues for all class members, except those who specifically ask to be excluded from the class, thus providing the class members with both consistency and efficiency. When class representatives reach a proposed settlement with defendants in a class action, the proposed settlement must be approved by the court. After court-approved notice is provided to the potential class members, the court holds a hearing, which class members can attend, to determine, among other things, that the settlement is fair, reasonable, adequate and in the best interests of the class.

### 3. What is this Lawsuit about?

On November 1, 2022, Plaintiff Michael Kaplan, individually and on behalf of all others similarly situated, filed a class action complaint in the United States District Court for the Southern District of New York against Comedy Partners, captioned *Kaplan v. Comedy Partners*, No. 22 Civ. 9355 (VSB) (S.D.N.Y.), alleging that Defendants have underpaid royalties to parties to licensing agreements or recording contracts (the "Recording Contracts") with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio between May 19, 2013 and December 31, 2022, pursuant to such Recording Contracts.

Similarly, on March 21, 2023, Plaintiffs Joseph Zimmerman, Anthony DeVito, and Sean Donnelly, each individually and on behalf of all others similarly situated, filed a class action complaint in the United States District Court for the Southern District of New York against Paramount Global and Comedy Partners, captioned *Zimmerman, et al. v. Paramount Global et al.*, No. 23 Civ. 2409 (VSB) (S.D.N.Y.), alleging that Defendants have underpaid royalties to parties to licensing agreements or Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio between May 19, 2013 and December 31, 2022, pursuant to such Recording Contracts.

There was no trial to determine the truth of the allegations in the Actions. Instead, the parties agreed to a Settlement of all legal claims in the Actions. Comedy Partners denies any fault, wrongdoing or liability and has agreed to the Settlement to avoid the expense, risk, delay, and uncertainty of further litigation.

#### **4. Has the Court decided who is right?**

No. The Court has only decided that members of the Settlement Class should receive Notice so they can review the proposed Settlement and determine whether to participate, object, or exclude themselves from the Settlement.

#### **5. Am I a member of the Settlement Class?**

If you have received this Notice, then Comedy Partners' records indicate that you are a member of the Settlement Class and are, therefore, affected by this proposed Settlement. You are a member of the Settlement Class if you are included in the below definition of the Settlement Class:

All persons and entities, their agents, successors in interest, affiliates, assigns, heirs, executors, trustees, and administrators who are or were parties to Recording Contracts with Comedy Partners whose works have been distributed by digital audio transmission via SiriusXM Radio pursuant to such Recording Contracts between May 19, 2013, up to and including December 31, 2022.

#### **6. Why is this Lawsuit being settled?**

Rather than engage in prolonged and risky litigation, the parties, with the help of a retired Judge serving as a mediator, were successful in reaching the Settlement. The Settlement requires the Defendants to create an \$11 million Settlement Fund for the benefit of the Class in exchange for a release of the Class Members' claims related to the allegations in the Actions. By resolving the case, the parties avoid the expense, risk, delay, and uncertainty of further litigation, and members of the Settlement Class receive the settlement payments described herein. By entering into the Settlement, Comedy Partners is not admitting liability. Further, the Class Plaintiffs and their counsel believe that the Settlement is in the best interest of the Class.

#### **7. What are the general payment and release terms of the proposed Settlement?**

Comedy Partners has agreed to pay eleven million dollars (\$11,000,000.00) to settle the Actions. Members of the Settlement Class who do not request to be excluded from the Settlement will (a) receive their Class Member Pro Rata Share (a legal term meaning proportional share) of the Net Settlement Fund (the "Class Member Pro Rata Share" is defined in Section 11, below), and (b) release all legal claims they may have against Comedy Partners that were or could have been raised in the Actions, other than certain "Retained Claims" defined in Section 17 below.

For more information about the Class Settlement Payments, *see* Section 11 below. For more information about the legal claims you will release if you do not exclude yourself from the Settlement, *see* Section 17 below. For more information about the options you have regarding the Settlement, *see* Sections 18 through 22 below. For information on how to obtain additional information about the Settlement or the Actions, *see* Section 24 below.

#### **8. Who represents the Settlement Class Members in the Lawsuit?**

The Court has appointed the following attorneys as Class Counsel for settlement purposes to represent you and other members of the Settlement Class: Laurie Rubinow of Miller Shah LLP; Neville L. Johnson, Douglas L. Johnson, and Melissa N. Eubanks of Johnson & Johnson LLP; Daniel L. Warshaw and Bobby Pouya of Pearson Warshaw, LLP; Scott A. Kamber of Kamber Law, LLC; Benjamin J. Sweet, Jonathan D. Miller, and Margaret A. Parker of Nye, Stirling, Hale, Miller & Sweet, LLP.

You may contact Class Counsel at:

**Daniel L. Warshaw**  
**Pearson Warshaw, LLP**  
**15165 Ventura Boulevard, Suite 400**  
**Sherman Oaks, CA 91403**  
**dwarshaw@pwfirm.com**  
**Phone: (818) 788-8300**  
**Fax: (818) 788-8104**

- And -

**Jonathan D. Miller**  
**Nye, Stirling, Hale, Miller & Sweet, LLP**  
**33 West Mission Street, Suite 201**  
**Santa Barbara, CA 93101**  
**jonathan@nshmlaw.com**  
**Phone: (805) 963-2345**  
**Fax: (805) 284-9590**

You do not have to pay Class Counsel. Subject to Court approval, Class Counsel will be paid for their fees and costs from the Settlement Fund (*see* Section 16 below).

You do not need to hire your own lawyer because Class Counsel are working on your behalf, unless you exclude yourself from participation in the Settlement by opting out by the deadline, as described in Section 19 below. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying that lawyer.

## 9. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send this Notice, facilitate the payments to members of the Settlement Class, and otherwise administer the Settlement according to the terms agreed to by the parties and approved by the Court. **You should contact the Settlement Administrator if you have updated contact information.** You may also contact the Settlement Administrator to object to the Settlement or request exclusion from the Settlement Class. You may contact the Settlement Administrator at:

**Comedy Partners Class Action Settlement**  
**P.O. Box 2893**  
**Portland, OR 97208-2893**

**Toll-Free 1-888-619-3844 or by Email at: [info@CCRSettlement.com](mailto:info@CCRSettlement.com)**

## MONETARY TERMS OF THE SETTLEMENT

### 10. What has Comedy Partners agreed to do?

Comedy Partners has agreed to pay eleven million dollars (\$11,000,000.00) to settle the Actions, which is the total amount of money Comedy Partners is required to pay under the terms of the Settlement Agreement. That amount, together with any interest earned thereon from the date it is wired to the Settlement Administrator, will constitute the Settlement Fund.

If you do nothing, and if the Settlement is finally approved by the Court, you will receive a payment in the amount of your Class Member Pro Rata Share of the Net Settlement Fund (as defined in Section 11 below). Prior to any payments made to members of the Settlement Class, Comedy Partners has agreed to pay from the Settlement Fund the cost of the Settlement Administrator, the amount of any incentive award approved by the Court, and the amount of any attorneys' fees and costs awarded to Class Counsel (*see* Sections 14, 15, and 16 below).

### 11. How much will I be paid?

Each Settlement Class Member will receive their Class Member Pro Rata Share of the Net Settlement Fund (i.e., ratio of the total number of plays of the individual Class Member's Recordings, compared to the total number of plays of all Class Member Recordings in the aggregate, via the SiriusXM Radio platform during

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the period May 19, 2013 through December 31, 2022), after the deduction from the Settlement Fund of (1) any award of Attorneys' Fees and Expenses, (2) any Incentive Award, and (3) any Notice and Administration Costs. For the avoidance of any doubt, the Class Settlement Payments will be calculated based on the following formula:

[A] (\$11,000,000.00 ***minus*** Attorneys' Fees and Expenses ***minus*** Incentive Award(s) ***minus*** Notice and Administration Costs)

X

[B] (the # of Plays of Each Individual Class Member's Recordings transmitted via SiriusXM Radio between May 19, 2013 and December 31, 2022) ***divided by*** (the total # of plays of all Class Member Recordings)

## 12. When will I receive my payment?

The Court will hold a Fairness Hearing on **July 22, 2025** (see Section 23 below) to consider whether the Settlement should be approved. If the Court approves the Settlement, after entry of the Final Approval Order, Comedy Partners will need to transfer to the Settlement Administrator the funds necessary to make the payments called for by the Settlement. The Settlement Administrator will then make payment to members of the Settlement Class after the Final Approval Order becomes effective.

## 13. How will I be paid?

You will have the right to elect to be paid by check sent via first-class mail or by electronic payment (if feasible) such as PayPal, Venmo, or ACH. If you make no election, you will be paid by check.

Any checks not cashed after **one hundred eighty (180) days** from the date of the class-wide distribution shall be void. After the deadline to cash checks has passed, the funds from all uncashed payments will be returned to Comedy Partners and credited for the same amount to those members of the Settlement Class with an uncashed payment into the respective Settlement Class Member's account with Comedy Partners. For the avoidance of any doubt, the above-described return of uncashed Class Settlement Payments is not a reversion (meaning the money will not belong to Comedy Partners), but rather an alternative way of delivering to each Settlement Class Member their *pro rata* share of the Net Settlement Fund.

In the event you fail to timely cash your check, the Settlement will remain binding on you, and the release of legal claims described in Section 17 below will remain in effect.

## 14. How will the Settlement Administrator be paid?

Comedy Partners has agreed to pay all reasonable fees, costs, and expenses related to the administration of the Settlement or otherwise incurred by the Settlement Administrator in an amount not to exceed \$28,000.00. The payment of such fees, costs, and expenses will be paid from the Settlement Fund and deducted *prior to* the calculation of each Settlement Class Member's *pro rata* share of the Net Settlement Fund.

## 15. What is an incentive award and how will it be paid?

In class action lawsuits, the court may provide class representatives an incentive award in recognition of the time and effort they expended and the risks they took in litigating the case on behalf of the class. In the Actions, Comedy Partners has agreed not to object to a request for an incentive award in an amount not to exceed \$5,000 to each of the class representatives: Michael Kaplan, Joseph Zimmerman, Anthony DeVito, and Sean Donnelly. The total amount of any incentive award(s) approved by the Court will be paid from the Settlement

Fund and deducted *prior to* the calculation of each Settlement Class Member's *pro rata* share of the Net Settlement Fund.

## **16. How will Class Counsel be paid?**

To date, Class Counsel have not received any payment for their services for handling the Actions and have not been reimbursed for any of their out-of-pocket expenses. Any fees and expenses awarded to Class Counsel by the Court will be paid by from the Settlement Fund and deducted *prior to* the calculation of each Settlement Class Member's *pro rata* share of the Net Settlement Fund.

Class Counsel will ask the Court to approve payment of their attorneys' fees of up to \$3,666,666.66 and reimbursement for costs and expenses incurred in the prosecution of the lawsuit not to exceed \$100,000.00. Class Counsel will file a motion for attorneys' fees and costs by May 5, 2025, and a copy of the motion will be made available at [www.CCRSettlement.com](http://www.CCRSettlement.com).

## **RELEASE OF CLAIMS**

### **17. What claims are being released as part of the Settlement?**

Upon final approval of the Settlement by the Court, members of the Settlement Class who do not request to be excluded from the Settlement by timely opting out as described in Section 19 below will fully release all legal claims that were or could have been alleged in the Actions, except for specified "Retained Claims," defined below. Claims released specifically include any claims based upon, arising out of, relating to, concerning or involving (i) any and all contracts entered into by any Settlement Class Member with Defendants relating to the production, distribution, and exploitation of recordings covered by said contracts (the "Class Member Recordings") pertaining to royalties or other payments due arising from the distribution of such Recordings via the SiriusXM platform from May 19, 2013 through December 31, 2022, and (ii) any claims for copyright infringement of any kind arising from or relating to the distribution and exploitation by Defendants of the Class Member Recordings, via any and all platforms or media now known or hereafter devised. When these claims are "released," it means that a person covered by the release cannot sue Comedy Partners or the other released parties for these legal claims.

The release does not include the following Retained Claims: (A) any claims Class Members may have for royalties due under the Class Members' Recording Contracts arising from the distribution of Class Member Recordings (i) on platforms other than SiriusXM, and (ii) via the SiriusXM platform for any time period after December 31, 2022, and (B) any claims Class Members may have under 17 U.S.C. § 201 in the literary works that may be embodied in the Class Member Recordings for purposes of any exploitation of such rights (unrelated to the Class Member Recordings) not prohibited by their respective Recording Contract.

The full terms of the release are provided in Section 15 of the Settlement Agreement in necessary legal terminology. Please *see* Section 24 below for instructions on how to obtain a copy of the Settlement Agreement and further information about the Actions.

## **YOUR RIGHTS AND OPTIONS**

### **18. How do I participate in the Settlement?**

**You do not need to do anything to participate in the Settlement.** If you received this Notice, Comedy Partners' records indicate you are a member of the Settlement Class and, so long as you do not request to be excluded from the Settlement, you will automatically receive your *pro rata* share of the Net Settlement Fund

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and will release claims as set forth in Section 17 above without any further action on your part, if the Settlement is finally approved by the Court.

### 19. How do I request to be excluded from the Settlement?

If you do not want to receive a payment under the Settlement, or if you want to keep any right you may have to sue Comedy Partners for the claims alleged in the Actions, then you must exclude yourself or “opt-out” of the Settlement.

If you wish to be excluded from the Settlement, you must opt-out by sending a letter to the Settlement Administrator (at the address set forth in Section 9 and copied for convenience in the following paragraph) stating that you wish to be excluded from or opt-out of the Settlement. This opt-out request must be sent by first-class mail, postage prepaid, and postmarked by **June 9, 2025**. The opt-out request must clearly state your name and address and be personally signed by you. It must also clearly express your intent to be excluded from the Settlement of the Actions.

The Settlement Administrator’s address is:

Comedy Partners Class Action Settlement  
c/o Epiq Class Action & Claims Solutions, Inc.  
P.O. Box 2893  
Portland, OR 97208-2893

If you opt-out of the Settlement, you will keep your rights to sue Comedy Partners for the legal claims alleged in the Lawsuit. However, you will not be entitled to receive your *pro rata* share of the Net Settlement Fund or any other payment from the Settlement.

If you do not timely mail a valid opt-out request to the Settlement Administrator, you will be bound by all terms and conditions of the Settlement or judgment, including its release of legal claims.

### 20. How do I object to the Settlement?

If you do not opt-out of the Settlement, you may object to the Settlement by filing a letter with the Court (and copying the Settlement Administrator) noting your objection to the Settlement by **June 9, 2025**. The objection letter must include the following information and be personally signed by you:

- (i) your name, address, email address, telephone number, and the contact information for any attorney retained by you in connection with your objection or otherwise in connection with the Actions;
- (ii) a statement of the factual and legal basis for your objection and any exhibits you wish the Court to consider in connection with your objection;
- (iii) a statement as to whether you intend to appear at the Fairness Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number; and
- (iv) all other objections to class settlements submitted by you or your counsel to any Court within the United States within the last 5 years, if any, including the total number of such objections and the case and court information in which each such objection was asserted.

The address for filing an objection with the Court is as follows:

**Questions? Visit [www.CCRSettlement.com](http://www.CCRSettlement.com) or call toll free at 1-888-619-3844**

Clerk of Court  
U.S. District Court for the Southern District of New York  
Daniel Patrick Moynihan United States Court House  
500 Pearl Street  
New York, NY 10007-1312  
**Re: *Zimmerman v. Paramount Global*, No. 23 Civ. 2409 (VSB)**

The Settlement Administrator's address is:

Comedy Partners Class Action Settlement  
c/o Epiq Class Action & Claims Solutions, Inc.  
P.O. Box 2893  
Portland, OR 97208-2893

The objector or their counsel (if any) must file the objection(s) and supporting materials with the Court and provide a postmarked copy of the objection(s) and supporting materials to the Settlement Administrator at the above address no later than **June 9, 2025**. If an objector is represented by an attorney for the purposes of making an objection, a notice of appearance by the objector's attorney must be filed with the Court no later than **June 9, 2025**.

For more information about the Fairness Hearing, *see* Section 23 below. If you do not comply with the foregoing procedures and deadlines for submitting your objection to the Settlement, you may lose your right to contest approval of the proposed Settlement as well as your right to appear and be heard at the Fairness Hearing. Any objector consents to the jurisdiction of the Court for the purposes of any proceeding relating to their objection, including any appropriate discovery or other orders issued by the Court relating to the objection.

If the Court agrees with your objection, or the objection of any other member of the Settlement Class, then there is no settlement. If you object, but the Court denies your objection and any other objection(s), then you will be bound by all terms and conditions of the Settlement, including its release of claims or a judgment.

## **21. What is the difference between objecting and opting out?**

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You cannot object to the Settlement unless you are a member of the Settlement Class, which means that you can object only if you do not opt-out of the Settlement. If you object to the Settlement and do not opt-out, then you are entitled to a payment if the Settlement is finally approved by the Court, but you will release the legal claims you might have against Comedy Partners regarding the legal issues released by the Settlement.

Excluding yourself from or opting out of the Settlement is telling the Court that you do not want to be part of the Settlement and that you do not want to receive a payment or release any legal claims you might have against Comedy Partners for the legal claims released by the Settlement.

Anyone who submits both an objection and a request to opt-out shall be deemed to have opted out of the Settlement.

## **22. What if I do nothing at all?**

If you do nothing, and if the Settlement is approved, then you will receive your *pro rata* share of the Net Settlement Fund. You will give up the right to sue Comedy Partners regarding the legal claims you might have against Comedy Partners for the legal claims alleged in the Actions.

## THE FAIRNESS HEARING

### 23. When will the Court consider whether to grant final approval of the Settlement?

The Court will hold a Fairness Hearing in Courtroom 518 of the United States District Court for the Southern District of New York located at 40 Foley Square, New York, NY 10007 on **July 22, 2025, at 10:00 a.m.** to decide whether to grant final approval of the Settlement. This hearing may be postponed or rescheduled by the Court without additional notice to members of the Settlement Class. Members of the Settlement Class may appear at the Fairness Hearing in person, by audio, or by video. General information about the Court is available at <https://www.nysd.uscourts.gov>.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate for the Settlement Class. If there are objections, the Court will consider them, provided that a valid and timely objection was submitted. The Court may also decide how much to award Class Counsel for attorneys' fees and expenses and how much each class representative should receive as an incentive award.

Members of the Settlement Class do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Class Counsel will answer any questions the Court may have. However, you may attend if you desire to do so at your own expense or by hiring an attorney to appear on your behalf if you would like. If you submit a written objection to the Settlement, you do not have to attend the hearing to discuss it; as long as you timely submitted the objection with the requisite information, the Court will consider it. However, you also may attend if you desire to do so at your own expense.

## FURTHER INFORMATION

### 24. How do I receive more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and other documents in the Actions. More information about the Actions can be obtained through several methods:

- (i) You can contact the Settlement Administrator by mail, telephone, or email (contact information in Section 9 above);
- (ii) You can contact Class Counsel by mail, telephone, or email (contact information in Section 8 above);
- (iii) You can visit the website, [www.CCRSettlement.com](http://www.CCRSettlement.com), to obtain certain key documents in the Actions free of charge; or
- (iv) For a small fee, all of the pleadings and other records in this litigation, including the Settlement Agreement, may be examined online through a service of the United States Judiciary called PACER, which is an acronym for Public Access to Court Electronic Records, which can be accessed at <https://nysd.uscourts.gov/programs/records/pacer>.

PLEASE DO NOT CALL OR OTHERWISE CONTACT THE COURT, THE CLERK OF COURT, REPRESENTATIVES OF COMEDY PARTNERS, OR COUNSEL FOR COMEDY PARTNERS FOR INFORMATION REGARDING THIS NOTICE OR SETTLEMENT.