

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

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**In re LITERARY WORKS IN ELECTRONIC  
DATABASES COPYRIGHT LITIGATION**

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**MDL 1379 (GBD)**

**DECLARATION OF CHARLES  
CHALMERS IN SUPPORT OF FINAL  
APPROVAL OF REVISED  
SETTLEMENT**

1. I, Charles Chalmers, am licensed to practice in the State of California. I am admitted to the Second Circuit, the Federal Circuit and Ninth Circuit Courts of Appeal, and to the bar of the Supreme Court of the United States. I am admitted *pro hac vice* in this matter in which I represent Christopher Goodrich and Judith Stacey as the C Claims subclass representatives.

2. Following the dissemination of notice for the revised settlement, I communicated with a number of class members who expressed a concern or objection regarding the settlement. The substance of those contacts is accurately presented in the Memorandum of Law In Support of Plaintiffs' Motion for Final Approval of Revised Settlement. I present this declaration as evidentiary support for that motion.

3. The first class member I contacted was Robert Thornton. He sent a letter of objection to the court and that letter was forwarded to all class counsel by Michael Boni. In substance he objected that he did not receive notice in 2005, and the 2014 notice addressed to him went to an address with which he had no connection, but that six notices to other people were directed to his address. I communicated with by one telephone call, one letter to him, and one email from him responding to my letter. From this exchange I learned that he came into possession of the 2014 notice mailed to him at another address because the person at that address looked up his number in Atlanta and called him. I learned he had no memory of receiving any notices, for himself or anyone else, at his address in 2005 which is the same

address he has today. I learned that did write some articles for one or more Atlanta newspapers, but they are not registered and his own estimate is that his claim -- if he could make one -- would be very modest. I communicated with the Administrator and learned that the notices to him and the six others were mailed to the same addresses used in 2005, and these addresses came from an address list provided by Cox Communications. It appears that those addresses are wrong, but the reason for that is unknown. In my last communication with him I said that there would be a response to his situation in plaintiffs' final presentation to the court.

4. I next communicated with Christopher Petkanas who had complained to the Administrator that his notice indicated that he had no claim filed but he insisted that he had filed one. He wished to file a new one. It was established that he received notice in 2005 and 2014. I asked him if he had any proof of having filed a claim, and he reported that he had none. The Administrator reported no claim for him. I explained to him by email that a prohibition of new claims was a major position of the defense for the Revised Settlement. I asked defense counsel if they would allow him to file a replacement claim and that was refused. I reported this to Mr. Petkanas, explained to him in detail how he could file an objection, and also told him the court would be informed of his circumstances. He has not filed an objection.

5. James Fox lodged a complaint by email to the Administrator and one class counsel about not being able to file a claim. He reported he did not receive mail notice in 2005, and that he wasn't otherwise aware of this settlement then. A/B counsel Diane Rice and I called him to discuss the situation. We learned that he had filed a claim in two similar settlements in Canada. That would apparently disqualify him from making a claim in this case. We explained the negotiations for this revised settlement and the defendants' insistence that no new claims be allowed. He seemed to accept that between his Canadian claims and the situation with the defense position he could not pursue a claim. We confirmed our discussion with by email and invited further comment or questions. No further communication occurred.

6. Andrew Horschak submitted a comment through the settlement website stating that the notice this year was sent to a former address of his from 20 years ago with an incorrect name—"Norcia" instead of "Horschak." I wrote to him by email and confirmed that the address used for him was incorrect, as well as the name. I explained that he was thus placed in the same position of thousands of class members for whom no address or even name was available, and for whom the notice by publication was designed and carried out in 2005. I explained the principles of notice in a class action. I explained the fact that the revised settlement did not allow new claims now. I explained to him how to make a formal objection if he chose. I also explained to him that this situation would be presented to the court, but that no change could be expected from that.

7. Dennis McDougal complained on the settlement website that the notice sent in 2014 was to very old address. He said he didn't get notice in 2005. I investigated and found that the address used came to the Administrator from the Author's Registry. In an email exchange he confirmed it was his address in the first half of 2005 when the notice was given in 2005. He explained that in that year at that time he was dealing with a serious illness of his wife which placed his family in financial stress and required them to move. I explained by email to him that no new claims would be allowed under this settlement. I advised him in detail how to make an objection. I also explained to him that this situation would be presented to the court, but that no change could be expected from that.

8. I received a comment that Janice DeKnock placed on the settlement website. She seemed to believe that part of my role was to object to A or B claims so as to generate more money for C claims. I wrote her an email stating I had no such role, or intentions. I have not heard anything further.

Executed in Fairfax, California on June 3, 2014. I declare under penalty of perjury that the foregoing is true and correct.

s/Charles Chalmers  
Charles D. Chalmers