

10-3270

10-3342

**IN THE
UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

VIACOM INTERNATIONAL INC., COMEDY PARTNERS,
COUNTRY MUSIC TELEVISION, INC., PARAMOUNT PICTURES CORPORATION,
BLACK ENTERTAINMENT TELEVISION LLC,
Plaintiffs-Appellants,
(caption continued on inside cover)

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

**SUPPLEMENTAL JOINT APPENDIX
VOLUME IX OF IX (Pages SJA-2086 to SJA-2227) – PUBLIC VERSION**

Paul M. Smith
William M. Hohengarten
Scott B. Wilkens
Matthew S. Hellman
JENNER & BLOCK LLP
1099 New York Avenue, NW
Washington, DC 20001
(202) 639-6000

Theodore B. Olson
Matthew D. McGill
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, NW
Washington, DC 20036
(202) 955-8500

Attorneys for Plaintiffs-Appellants (10-3270)
(Counsel continued on inside cover)

v.

YOUTUBE, INC., YOUTUBE, LLC, GOOGLE INC.,
Defendants-Appellees.

THE FOOTBALL ASSOCIATION PREMIER LEAGUE LIMITED, on behalf of
themselves and all others similarly situated, BOURNE CO., CAL IV
ENTERTAINMENT, LLC, CHERRY LANE MUSIC PUBLISHING COMPANY,
INC., NATIONAL MUSIC PUBLISHERS' ASSOCIATION, THE RODGERS &
HAMMERSTEIN ORGANIZATION, EDWARD B. MARKS MUSIC
COMPANY, FREDDY BIENSTOCK MUSIC COMPANY, dba Bienstock
Publishing Company, ALLEY MUSIC CORPORATION, X-RAY DOG
MUSIC, INC., FEDERATION FRANCAISE DE TENNIS, THE MUSIC FORCE
MEDIA GROUP LLC, SIN-DROME RECORDS, LTD., on behalf of themselves
and all others similarly situated, MURBO MUSIC PUBLISHING, INC., STAGE
THREE MUSIC (US), INC., THE MUSIC FORCE, LLC,
Plaintiffs-Appellants,

ROBERT TUR, dba Los Angeles News Service,
THE SCOTTISH PREMIER LEAGUE LIMITED,
Plaintiffs,

v.

YOUTUBE, INC., YOUTUBE, LLC, GOOGLE INC.,
Defendants-Appellees.

Susan J. Kohlmann
JENNER & BLOCK LLP
919 Third Avenue
New York, NY 10022
(212) 891-1600

Stuart J. Baskin
SHEARMAN & STERLING LLP
599 Lexington Avenue
New York, NY 10022
(212) 848-4000

Attorneys for Plaintiffs-Appellants (10-3270)

Max W. Berger
John C. Browne
BERNSTEIN LITOWTIZ BERGER
& GROSSMANN LLP
1285 Avenue of the Americas
New York, NY 10019
(212) 554-1400

Charles S. Sims
William M. Hart
Noah Siskind Gitterman
Elizabeth A. Figueira
PROSKAUER ROSE LLP
1585 Broadway
New York, NY 10036
(212) 969-3000

Attorneys for Plaintiffs-Appellants (10-3342)

Andrew H. Schapiro
A. John P. Mancini
Brian M. Willen
MAYER BROWN LLP
1675 Broadway
New York, NY 10019
(212) 506-2500

David H. Kramer
Michael H. Rubin
Bart E. Volkmer
WILSON SONSINI GOODRICH
& ROSATI PC
650 Page Mill Road
Palo Alto, CA 94304
(650) 493-9300

Attorneys for Defendants-Appellees

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Schapiro Exhibit 21


Subject: Re: MTVN Weekly Report November 27 - December 03, 2006
From: "Cahan, Adam" <EX:/O=VIACOM/OU=MTVUSA/CN=RECIPIENTS/CN=CAHANA>
To: Hallie, Michelena
Cc: Date: Thu, 07 Dec 2006 15:33:35 +0000


Less than 130? I thought we were going to. 2:30.

-----Original Message-----

From: Hallie, Michelena
To: Ashendorf, Sandy - MTVN; Bakish, Robert; Cahan, Adam; Cheeks, George; Dillon, Michelle; Dominguez, Chris - iFilm; Ellis, Gary; Fahey-Rush, Colleen; Fricklas, Michael; Gottlock, Brian; Harrison, Blair - iFilm; Herzog, Doug; Hurvitz, Lauren; Jackson, Genise; Kim, Clara; Matthews, Beth; Salmi, Mika; Moosnick, Heather - MTVN; Morril, Mark; Robinson, Carole; Shapiro, Andra; Simon, Joe; Sussman, David; Sutphen, David; Weinstein, Caleb; Wen, Pauline; West, Joella; Williams, Reggie; Wolf, Michael
Sent: Thu Dec 07 09:51:32 2006
Subject: FW: MTVN Weekly Report November 27 - December 03, 2006

PRIVILEGED AND CONFIDENTIAL

- 
- 1665 of the clips retrieved on youtube were smaller than our criteria and therefore not taken down. 435 of those were South Park. It is difficult to reconcile this number with the information on the size of clips because they were collected at different times, but it appears that the majority of those not taken down were probably less than 1:30 minutes.
 - There were [REDACTED] viewer hits [REDACTED] and 3,300,935 on those not taken down.



As always, call or email with questions.

Michelena Hallie
Senior Vice President
Deputy General Counsel, Intellectual Property
MTV Networks, Business and Legal Affairs
1515 Broadway, 34th Floor
New York, New York 10036
[REDACTED]

From: Deana Arizala [mailto:deanaa@baytsp.com]
Sent: Wednesday, December 06, 2006 5:19 PM
To: Hallie, Michelena
Cc: Mark M. Ishikawa; Courtney Nieman; Evelyn Espinosa; Morales, Cindy; Sarah Cruz
Subject: MTVN Weekly Report November 27 - December 03, 2006

Michelena,

Enclosed is the November 27 – December 03, 2006 Weekly Report. I will be out of the office at 3PM (PST) today,

so you if you have any question please redirect them to Courtney Nieman.

Thank you.

Best Regards,

Deana Arizala

Deana Arizala
Client Services Manager. BayTSP, Inc
408.341.2365 (direct)
408.341.2300 (voice)
408.341.2399 (fax)

Schapiro Exhibit 26

SJA-2090

-

From: Courtney Nieman
Sent: Monday, January 15, 2007 4:24 PM
To: Mark M. Ishikawa
Cc: Evelyn Espinosa; Deana Arizala
Subject: RE: YouTube Infringement Update as of 1000 14Jan07 ***Infringement count - 59,292**

Mark,

My fault, I mixed Daily Motion with Yahoo Video. Here is a breakdown of the 112 notices we sent out on Saturday. You instructed us to go back and send out notices based on the original rules. We did not send out anything against YouTube since I felt that Adam would want to hold everything for them back. With your permission, I will sent this report to Michelena and Adam.

Asset	Google	Yahoo	YouTube	My Space	Daily Motion
South Park - Full Episode	-	3-	-	72-	-
South of Nowhere - Full Episode	-	-	-	17-	-
Spongebob Squarepants - Full Episode	-	-	-	14-	-
Avatar the Last Airbender - Full Episode	-	-	-	4-	-
Fairly Odd Parents - Full Episode	-	-	-	2-	-
Andy Milonakis - Full Episode	-	-	-	1-	-
Laguna Beach - Full Episode	-	-	-	1-	-
VMA Awards - Full Episode	-	-	-	1-	-

Courtney Nieman

From: Mark M. Ishikawa
Sent: Monday, January 15, 2007 4:04 AM
To: Michelena.hallie@mtvn.com
Cc: Courtney Nieman; Evelyn Espinosa; Deana Arizala
Subject: RE: YouTube Infringement Update as of 1000 14Jan07 ***Infringement count - 59,292**

Shit... Where did the Daily Motion come from? I thought we were only monitoring the assets for them without any takedown instructions.

I would like an answer as soon as you all come in.

Mark

From: Michelena.hallie@mtvn.com
Sent: Monday, January 15, 2007 3:41 AM
To: Courtney Nieman; Cahan, Adam
Cc: Mark M. Ishikawa; Evelyn Espinosa; Deana Arizala
Subject: Re: YouTube Infringement Update as of 1000 14Jan07 ***Infringement count - 59,292**

Daily Motion? We haven't started on that service. Please explain

----- Original Message -----

From: Courtney Nieman <courtncyni@baytsp.com>
To: Cahan, Adam; Hallie, Michelena
Cc: Mark M. Ishikawa <marki@baytsp.com>; Evelyn Espinosa <evelyn@baytsp.com>; Deana Arizala <deanaa@baytsp.com>; Courtney Nieman <courtncyni@baytsp.com>

6/11/2008

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BAYTSP 004313354

SJA-2091

Sent: Mon Jan 15 02:28:02 2007
Subject: RE: YouTube Infringement Update as of 1000 14Jan07 ***Infringement count - 59,292**

Adam,

We sent out notices yesterday (Saturday) to MySpace, and DailyMotion. This was to deal with existing infringements on those protocols only, using the existing rules (2:30 and 3:00 whole shows).

Courtney Nieman
Manager Client Services BayTSP
408-341-2314

-----Original Message-----

From: Cahan, Adam [mailto:Adam.Cahan@mtvn.com]
Sent: Sun 1/14/2007 1:02 PM
To: Chris Schmalz; Michelena.hallie@mtvn.com
Cc: Mark M. Ishikawa; Evelyn Espinosa; Courtney Nieman
Subject: Re: YouTube Infringement Update as of 1000 14Jan07 ***Infringement count - 59,292**

As per prior email. Want to be sure we do not issue any takedowns this week. Even on items that would qualify under past infringement rules. Would like to amass as much as possible in one go.

----- Original Message -----

From: Chris Schmalz <chriss@baytsp.com>
To: Hallie, Michelena; Cahan, Adam
Cc: Mark M. Ishikawa <marki@baytsp.com>; Evelyn Espinosa <evelyn@baytsp.com>; Courtney Nieman <courtneyni@baytsp.com>
Sent: Sun Jan 14 15:25:04 2007
Subject: YouTube Infringement Update as of 1000 14Jan07 ***Infringement count - 59,292**

Michelena & Adam,

Here is the updated count as of 1000 hours 14Jan07. We have had an increase in count from 56K to 59K since yesterday. Please let me know if you have any questions.

Pending Notices

December 18, 2006 - January 12, 2007

YouTube

Asset	YouTube
51 - Celebrity Paranormal	26
51 - Flavor of Love	378
51 - My Fair Brady	5
51 - Strange Love	30
51 - Surreal Life	105
ATM - Angry Kid	327

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BAYTSP 004313355

SJA-2092

ATM - Star Wars Gangsta Rap	9
BET - 106 and Park	149
BET - Access Granted	87
BET - BET Awards	143
BET - BET Hip Hop Awards	86
BET - Black Carpet	21
BET - Bobby Jones Gospel	50
BET - College Hill	5
BET - Comic View	32
BET - Hotwired	2
BET - Rap City	307
BET - Rip The Runway	0
BET - Spring Bling	34
BET - The Student Center	3
CMT - Country Fried Home Videos	7
CMT - Cowboy U	3
CMT - Crossroads	140
CMT - Foxworthys Big Night Out	2
CMT - Trick My Truck	1
CMT Music Awards - Clips	1
CMT Music Awards - Full Episode	0
Com - Baxter & McGuire	5
Com - Chappelle Show	1,041
Com - Colbert Report	481
Com - Colin Quinn Tough Crowd	42
Com - Comedy Central Presents	1,081
Com - Crank Yankers	33
Com - Dog Bites Man	24
Com - Drawn Together	307
Com - Freak Show	157
Com - Golden Age	25
Com - Lewis Black: Taxed Beyond Belief	72
Com - Live at Gotham	22
Com - Meet The Creeps	16

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SJA-2093

Com - Mind of Mencia	308
Com - Night of too many stars	18
Com - Odd Todd	8
Com - Premium Blend	38
Com - Reno 911!	325
Com - Shadow Rock	2
Com - Shorties Watchin Shorties	84
Com - Showbiz Show w/ David Spade	68
Com - South Park	3,961
Com - Stella	134
Com - Strangers With Candy	190
Com - Thats My Bush	22
Com - The Colbert Report	648
Com - The Daily Show	817
Com - Tiny Hands	17
Com - Upright Citizens Brigade	53
Com - Wanda Sykes: Tongue Untied	30
Logo - Noahs Arc	37
Logo - Open Bar	429
Logo - The Ride	11
Logo - US of Ant	5
Logo - Wisecrack	5
MTV - 2 A Days	30
MTV - 24/7	31
MTV - 8th & Ocean	17
MTV - A Cut	9
MTV - Adventures of Chico & Guapo	7
MTV - Aeon Flux	57
MTV - All Eyes On	54
MTV - Amo a Laura	122
MTV - Andy Milonakis	290
MTV - Barrio 19	15
MTV - Beavis & Butthead	643
MTV - Boiling Points	38

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BAYTSP 004313357

SJA-2094

MTV - Bust A Move	3
MTV - Call to Greatness	14
MTV - Celebrity Death Match	60
MTV - Cheyenne	75
MTV - Cribs	466
MTV - Daria	383
MTV - Dirty Sanchez	182
MTV - European Music Awards	118
MTV - Footballers Cribs	12
MTV - Fur TV	10
MTV - Goal	736
MTV - Headbangers Ball	200
MTV - Homewreckers	3
MTV - India Productions	75
MTV - Jackass	2,038
MTV - Jamie Kennedy's Blowin Up	67
MTV - Laguna Beach	302
MTV - Made	132
MTV - Meet the Barkers	68
MTV - Movie Awards	625
MTV - MTV News Week in Rock	23
MTV - MTV Unplugged	607
MTV - My Super Sweet 16	28
MTV - Newlyweds: Nick & Jessica	376
MTV - Pimp Intl	5
MTV - Pimp My Ride	103
MTV - Pimp UK	6
MTV - Punkd	118
MTV - Real World	158
MTV - Rob & Big	37
MTV - Runs House	188
MTV - Senseless	7
MTV - Staying Alive	85
MTV - Strutter	29

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SJA-2095

MTV - The Hills	99
MTV - The State	206
MTV - Totally Boy Band	6
MTV - Totally Scott Lee	2
MTV - Transit	21
MTV - TRL	1,987
MTV - UK Productions	264
MTV - Virgin Diaries	4
MTV - Viva La Bam	454
MTV - VMA Awards	1,474
MTV - Where My Dogs At	18
MTV - Wildboyz	132
MTV - Wonder Showzen	202
MTV - Yo Mama	108
MTV - Yo MTV Raps	198
MTV - You Hear it First	103
MTVN - BET	459
MTVN - CMT	0
MTVN - Comedy Central	0
MTVN - Generic	1
MTVN - MTV	5,978
MTVN - Music Videos	1,067
MTVN - NICK	778
MTVN - VH1	203
Nick - AAAHH! Real Monsters	28
Nick - Action League Now	33
Nick - All Grown Up	42
Nick - Allegras Window	4
Nick - Amanda Show	17
Nick - Angry Beavers	105
Nick - As Told By Ginger	38
Nick - Avatar the Last Airbender	6,701
Nick - Backyardigans	122
Nick - Blues room	30

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BAYTSP 004313359

SJA-2096

Nick - CatDog	35
Nick - Catscratch	8
Nick - Danny Phantom	2,572
Nick - Deglassi	3,574
Nick - Dora the Explorer	100
Nick - Double Dare 2000	44
Nick - Doug	114
Nick - Drake & Josh	194
Nick - Fairly Odd Parents	245
Nick - Figure It Out	14
Nick - Global GUTS	42
Nick - Hey Arnold	643
Nick - Invader Zim	2,582
Nick - Jimmy Neutron	337
Nick - Just for Kicks	5
Nick - Legend of the Hidden Temple	180
Nick - Miracles Boys	5
Nick - Mr. Meaty	25
Nick - My Life as a Teenage Robot	138
Nick - Naked Brothers Band	69
Nick - Nickelodeon GUTS	16
Nick - Ren and Stimpy	338
Nick - Rugrats	64
Nick - South of Nowhere	1,346
Nick - Spongebob Squarepants	1,698
Nick - The Journey of Allen Strange	1
Nick - The Wild Thornberries	8
Nick - Unfabulous	93
Nick - What Goes On	2
Nick - Xs	9
Nick - Zoey 101	38
Spk - 10 Things Every Guy Should Experience	0
Spk - 52 Greatest Action Sports Athletes	0
Spk - AutoRox	0

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BAYTSP 004313360

SJA-2097

Spk - Boom	0	
Spk - Boston PD F/K/A Beyond the Badge		0
Spk - By the Numbers	0	
Spk - California Youth Authority	0	
Spk - Carpocalypse	0	
Spk - Casino Cinema	1	
Spk - Disorderly Conduct	23	
Spk - Enduro at Erzberg	0	
Spk - Extreme 4x4	1	
Spk - Extreme Sports Athletes	0	
Spk - Films of Fury	1	
Spk - Fresh Baked Video Games		16
Spk - Gamehead	0	
Spk - Gary the Rat	0	
Spk - Geek Ray Vision	0	
Spk - GQ Man of the Year Awards		0
Spk - Horsepower	7	
Spk - I Hate My Job	0	
Spk - Invasion Iowa	0	
Spk - Joe Schmo	1	
Spk - Joe Schmo 2	0	
Spk - King of Vegas	0	
Spk - Lance Krall Show	0	
Spk - Muscle Car	0	
Spk - Playbook	0	
Spk - Pros v Joes	0	
Spk - Raising the Roofs	0	
Spk - Rattlesnake Raceway	0	
Spk - Ren & Stimpy	0	
Spk - Scream Awards 2006		69
Spk - Spike TV's Video Game Awards 2003, 2004, 2005 and 2006	0	
Spk - Spike's Most Irresistible Women		0
Spk - Spike's Perfect 10	0	
Spk - Spike's Sexiest: NYC Bartenders		0

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SJA-2098

Spk - SportsFan	0
Spk - Stripparella	0
Spk - Stuck	0
Spk - The John Henson Show	0
Spk - This Just In	0
Spk - Trucks	0
Spk - True Dads	0
Spk - True to the Game	0
Spk - Ultimate Guy Vacation	0
Spk - Untold Series	0
Spk - Viva Baseball	0
TVLa - Fatherhood	3
TVLa - HiJinks	0
TVLa - Nick At Nite Funniest Mom In America	1
TVLa - Sit Down with David Steinberg	0
TVLa - TV Land Present the 100	1
VH1 - 100 Greatest Countdowns	66
VH1 - 40 Greatest Countdowns	9
VH1 - And You Don?t Stop...	26
VH1 - Behind the Music	274
VH1 - Best Week Ever	106
VH1 - Best Year Ever	5
VH1 - Big In 2006 Awards	17
VH1 - Black In the 80s	3
VH1 - Breaking Bonaduce	5
VH1 - Cable In the Classroom	1
VH1 - Can?t Get A Date	28
VH1 - Celebrity Eye Candy	3
VH1 - Celebrity Fit Club	96
VH1 - Confessions	12
VH1 - Driven	65
VH1 - Drug Years	29
VH1 - Heavy: The Story of Metal	14
VH1 - Hip Hop Honors 2006	70

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BAYTSP 004313362

SJA-2099

VH1 - Hogan Knows Best	5
VH1 - I Love the	216
VH1 - I Married...	43
VH1 - Ice T's Rap School	8
VH1 - Legends	112
VH1 - Meet the Family	180
VH1 - Movies That Rock!	12
VH1 - Music Awards	701
VH1 - Race O Rama	1
VH1 - Remaking...	13
VH1 - Rock Honors	66
VH1 - Rock Honors 2006	6
VH1 - So Notorious	26
VH1 - Storytellers	181
VH1 - Supergroup	20
VH1 - The Fabulous Life Of...	30
VH1 - The Fabulous Life Presents: Really Rich Real Estate	0
VH1 - VH1 All Access	36
VH1 - VH1 News Presents	2
VH1 - VH1 News Specials	124
VH1 - VH1 Rock Docs	1
VH1 - When ___ Ruled the World	11
VH1 - World Series of Pop Culture	1
Total	59,292

Chris Schmalz

Team RADAR

BayTSP, Inc.

Phone: (408) 341-2371

AIM: BayTSP Chris S

6/11/2008

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BAYTSP 004313363

SJA-2100

Be sure to visit www.baytsp.com/weblog <outbind://47-

0000000089EF563C23D976419ADEDE8378007AC80700DD1ADF5F6447A749A9D8B0667CBDA27E000001C9D41B0000034C5155B7C5
for the latest P2P news...

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BAYTSP 004313364

Schapiro Exhibit 27

—

From: Simon, Joe [Joe.Simon@viacom.com]
Sent: Wednesday, January 24, 2007 11:09 PM
To: Mark M. Ishikawa
Cc: Arielle Kim
Subject: RE: ***Private*** Phone call request

Uh oh.

We need to talk - sorry for the delay. Been on a plane. When can we talk?

From: Mark M. Ishikawa [mailto:marki@baytsp.com]
Sent: Tuesday, January 23, 2007 6:17 PM
To: Simon, Joe
Cc: Arielle Kim
Subject: ***Private*** Phone call request

Joe,

Hope you're doing well

I was wondering if you had a few minutes for a call tomorrow (East Coast time) to discuss a situation I'm having with a big project at MTVN. As you're probably aware we're gathering data for the YouTube litigation project and there is an individual from MTVN, Adam Cahan who thinks he has technical knowledge and continues to set unrealistic expectations, and has been very unpleasant to deal with. He has made threats during a call where he has stated that he will see that my company is put out of business and that he will contact everyone that he knows to make sure of that.

My fear at this point is that we won't be paid for our work, and that this will harm my reputation with Viacom and Paramount. I'm in a difficult situation here, because I know the data is required for the litigation to proceed. I could withhold the data until I am paid, but that would sour the relationship with Viacom. We have bent over backwards to help make this litigation successful for Viacom and I'm not sure how to handle this. The crux of the problem is that Adam appears to have made some commitments to Philippe over the volume of infringements and is having a hard time meeting those numbers.

Thanks

Mark

6/11/2008

HIGHLY CONFIDENTIAL

BAYTSP 004296418

Schapiro Exhibit 29

From: French, David - MTV. Sent: 3/5/2008 11:13 PM.
To: [-] Christy Wise; Yeomans, Emily.
Cc: [-] Urbont, Ariana.
Bcc: [-]
Subject: Re: Hills Trailer.

I agree.... We can't fight this, and in the end, its all good for the show.

----- Original Message -----

From: Christy Wise <christyw@fanscape.com>
To: Yeomans, Emily; French, David - MTV
Cc: Urbont, Ariana
Sent: Wed Mar 05 14:50:42 2008
Subject: RE: Hills Trailer

It's on a few different YouTube accounts so they will need to do quite a bit of searching. My advice is to let it happen – there is no harm in getting these extra views. It can only help you. I understand you wanting to give MTV.com the exclusive (and traffic), but in the long run I think it's better for the show to let the buzz and awareness spread organically. It's a good thing that people actually want to steal it and post it themselves.

Just my two cents!

-Christy

Christy Wise

Sr. Director, Partnership Marketing

Fanscape, Inc.

<http://fanscape.com/> <<http://fanscape.com/>>

3201 W. Cahuenga Blvd.

Los Angeles, CA 90068

T: 323.785.7789

F: 323.785.7101

Christyw@fanscape.com <<mailto:Christyw@fanscape.com>>

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<<http://www.fanscape.biz/>>

From: Yeomans, Emily [mailto:Emily.Yeomans@mtvstaff.com]
Sent: Wednesday, March 05, 2008 2:45 PM
To: Christy Wise; French, David - MTV
Cc: Urbont, Ariana
Subject: RE: Hills Trailer

Dave- can we have viacom take it off?

From: Christy Wise [mailto:christyw@fanscape.com]
Sent: Wednesday, March 05, 2008 2:44 PM
To: Yeomans, Emily; French, David - MTV
Cc: Urbont, Ariana
Subject: RE: Hills Trailer

We didn't put this on YouTube – someone must have ripped it from the mtv.com player and posted it themselves.

Christy Wise

Sr. Director, Partnership Marketing

Fanscape, Inc.

<http://fanscape.com/> <<http://fanscape.com/>>

3201 W. Cahuenga Blvd.

Los Angeles, CA 90068

T: 323.785.7789

F: 323.785.7101

Christyw@fanscape.com <mailto:Christyw@fanscape.com>

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<<http://www.fanscape.biz/>>

From: Yeomans, Emily [mailto:Emily.Yeomans@mtvstaff.com]
Sent: Wednesday, March 05, 2008 2:09 PM
To: Christy Wise; French, David - MTV
Cc: Urbont, Ariana
Subject: Hills Trailer

Is the trailer suppose to be on YouTube? I thought mtv.com had the exclusive?

Schapiro Exhibit 30

SJA-2108

From: Michelena.hallie@mtvn.com
Sent: Friday, December 15, 2006 5:38 PM
To: Deana Arizala; Courtney Nieman
Cc: Morales, Cindy; Weinstein, Caleb
Subject: Fw: Bay Tsp Weekly Report December 04 - 10, 2006

Please stop taking down Comedy Central Presents clips immediately.

-----Original Message-----
From: Weinstein, Caleb
To: Hallie, Michelena
CC: Morales, Cindy; Lathan, Lucy
Sent: Fri Dec 15 12:18:51 2006
Subject: RE: Bay Tsp Weekly Report December 04 - 10, 2006

Hi -

I didn't realize we were screening for CCP. We should stop pulling down for Comedy Central Presents as I believe we are most likely pulling clips down from the my space pages of the comedians who performed on the show.

Thanks,

Caleb

caleb.weinstein@mtvn.com
Office: +1 212 767 4086

From: Hallie, Michelena
Sent: Thursday, December 14, 2006 10:37 AM
To: Ioannou, Sofia; Ashendorf, Sandy - MTVN; Bakish, Robert; Cahan, Adam; Cheeks, George; Dillon, Michelle; Dominguez, Chris - iFilm; Ellis, Gary; Fahey-Rush, Colleen; Fricklas, Michael; Gottlock, Brian; Harrison, Blair - iFilm; Herzog, Doug; Hurvitz, Lauren; Jackson, Genise; Kim, Clara; Matthews, Beth; Salmi, Mika; Moosnick, Heather - MTVN; Morril, Mark; Robinson, Carole; Shapiro, Andra; Simon, Joe; Sussman, David; Sutphen, David; Weinstein, Caleb; Wen, Pauline; West, Joella; Williams, Reggie; Wolf, Michael
Subject: Bay Tsp Weekly Report December 04 - 10, 2006

PRIVILEGED AND CONFIDENTIAL

Attached is this week's report on Bay's internet activities. Highlights:

- 784 clips were taken down off youtube. 155 were Chappelle Show (a recent addition to the list so the clips removed included relatively old ones) and 69 were The Daily Show.

- 336 were taken down off myspace. There is no clear "favorite" on myspace, but 30 clips from Celebrity Death Match, 45 from Comedy Central Presents, 32 from Degraasi and 35 from South Park, were removed.

- The report now includes numbers of clips found on P2P sites by territory (page 16). Though we do not take down these clips since they are not covered under the DMCA, I thought this may be of some assistance to international marketing and research. If there is additional information that may be helpful to your group, please let me know and I'll see if we can gather it.


6/13/2008

HIGHLY CONFIDENTIAL

BAYTSP 004342189

SJA-2109

As always, call or email with any questions.

Michelena Hallie
Senior Vice President
Deputy General Counsel, Intellectual Property
MTV Networks, Business and Legal Affairs
1515 Broadway, 34th Floor
New York, New York 10036


6/13/2008

HIGHLY CONFIDENTIAL

BAYTSP 004342190

Schapiro Exhibit 33

Redacted at the request of a third party pending a meet and confer
and, if applicable, further action of the Court.

**PAGES SJA-2112 TO SJA-2124
LEFT INTENTIONALLY BLANK**

Schapiro Exhibit 34

From: "Alicia Higareda" <aliciahig@baytsp.com>
Date: Thu, 13 Dec 2007 08:02:46 -0800
To: "Solow, Warren" <Warren.Solow@viacom.com>, "Fricklas, Michael" <Michael.Fricklas@viacom.com>, "Michelena.hallie@mtvn.com" <Michelena.Hallie@mtvn.com>, "Morril, Mark" <Mark.Morril@viacom.com>, "Cooper, Donna" <DONNA.COOPER@BET.NET>, <michael.housley@viacom.com>, <Carlos.Arenas@viacom.com>, <alan_bell@paramount.com>
Cc: "Mark M. Ishikawa" <marki@baytsp.com>, "Evelyn Espinosa" <evelyn@baytsp.com>, "Richard Kawasaki" <richardk@baytsp.com>, "Travis Hill" <travish@baytsp.com>, "Eric Antze" <erica@baytsp.com>, "Tenney, Amy L" <ATenney@jenner.com>, "Arian Hormozi" <arianh@baytsp.com>, "Andrea Cordone" <andreac@baytsp.com>, "Justin Hernandez" <Justinh@baytsp.com>, <vst@baytsp.com>, <Stanley.Pierre-Louis@viacom.com>, "Sarah Cruz" <sarac@baytsp.com>, "Alicia Higareda" <aliciahig@baytsp.com>
Subject: MTVN Daily Report 12/13/07

MTV Daily Report

Yesterday's Approvals: 378
Yesterday's Rejected URLs: 0
Yesterday's MTVN Review: 0
Yesterday's Notices Sent: 254

Number of videos reviewed the past 7 days:
27,949
Total number of videos reviewed:
4,103,307
Cumulative number of videos with takedowns sent:
248,676
Cumulative number of views for videos with takedowns sent:
2,032,714,615
Gross cumulative number of videos with takedowns sent:
274,712
Gross cumulative number of views for videos with takedowns sent:
2,257,638,277

URLs live with notices > 48 hours old: 0
Yesterday's Counter Notices Received: 0
Number of Retractions Sent ToDate: 270 (attached spreadsheet)

Best Regards

Alicia Higareda
Customer Service Support
BayTSP, Inc.
408-341-2379
aliciahig@baytsp.com

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List of attachments:

Counter Notices Received.xls

	A	B
1	URL	User
2	http://www.youtube.com/watch?v=HGr8RvRBSIs	Alison Sparks
3	http://www.youtube.com/watch?v=gxghfH0K0OI	Alison Sparks
4	http://www.youtube.com/watch?v=ZjipYtwX118	Alison Sparks
5	http://www.youtube.com/watch?v=c-giZQHxswc	Alison Sparks
6	http://www.youtube.com/watch?v=NBdQ6CDai-c	Alison Sparks
7	http://www.youtube.com/watch?v=RRwk4zFzpBA	Alison Sparks
8	http://www.youtube.com/watch?v=pkryrvnqhdkA	Allison Sparks
9	http://www.youtube.com/watch?v=VBpld4rpnP4	Amelik
10	http://www.youtube.com/watch?v=x2x395FENS0	Anthony Caporale
11	http://www.youtube.com/watch?v=NSkyxj2TNf0	Anthony White
12	http://www.youtube.com/watch?v=bpr1Yr4hElg	apell
13	http://www.youtube.com/watch?v=UoJXrXYVzdA	asher666
14	http://www.youtube.com/watch?v=eZHOmaQxAvA	Augustine
15	http://www.youtube.com/watch?v=glu4K4qzH20	BadBoyRecords
16	http://www.youtube.com/watch?v=LH6U5arySrU	BadBoyRecords
17	http://www.youtube.com/watch?v=vPmPNf-st04	BadBoyRecords
18	http://www.youtube.com/watch?v=gScEZ0UDPxc	BadBoyRecords
19	http://www.youtube.com/watch?v=4tNgWUDZctg	BadBoyRecords
20	http://www.youtube.com/watch?v=dwkpY24vGYg	BadBoyRecords
21	http://www.youtube.com/watch?v=PN--W3xrH5k	BadBoyRecords
22	http://www.youtube.com/watch?v=Zl8ftDkzI3l	BadBoyRecords
23	http://www.youtube.com/watch?v=4QePJFWDJ-A	Balls2TheWall666
24	http://www.youtube.com/watch?v=uF9LB6EBxyk	Balls2TheWall666
25	http://www.youtube.com/watch?v=m2zW9RX-m60	Balls2TheWall666
26	http://www.youtube.com/watch?v=l3bBkrJIAEQ	bendoo2
27	http://www.youtube.com/watch?v=bQvzn-lMhMg	benhatten
28	http://www.youtube.com/watch?v=LJz9v26aPCA	Bestweekevertv
29	http://www.youtube.com/watch?v=62i3dbFdjSs	Bestweekevertv
30	http://www.youtube.com/watch?v=NcSDjn1kbqY	Bestweekevertv
31	http://www.youtube.com/watch?v=nHtjhfXYu34	Bestweekevertv
32	http://www.youtube.com/watch?v=RxiT2-4UdiQ	Bestweekevertv
33	http://www.youtube.com/watch?v=udTDdXLY5-A	Bestweekevertv
34	http://www.youtube.com/watch?v=uxZ7uzexr5U	Bestweekevertv
35	http://www.youtube.com/watch?v=ZY9LVn_C3Zo	Bestweekevertv
36	http://www.youtube.com/watch?v=2CY8HIHyXCs	Bestweekevertv
37	http://www.youtube.com/watch?v=6-3BmUotSYE	Bestweekevertv
38	http://www.youtube.com/watch?v=8Zsxd-vZDUM	Bestweekevertv
39	http://www.youtube.com/watch?v=BJUQXz6QFQ4	Bestweekevertv
40	http://www.youtube.com/watch?v=hLy7Nn_3lk0	Bestweekevertv
41	http://www.youtube.com/watch?v=hR9sxfKu2VY	Bestweekevertv
42	http://www.youtube.com/watch?v=KX-ntLZXuoQ	Bestweekevertv
43	http://www.youtube.com/watch?v=IADLEYg5goU	Bestweekevertv
44	http://www.youtube.com/watch?v=LWcIVjjQiEM	Bestweekevertv
45	http://www.youtube.com/watch?v=m0rB_IsNDLU	Bestweekevertv
46	http://www.youtube.com/watch?v=O52uEPKth1E	Bestweekevertv
47	http://www.youtube.com/watch?v=qR5kNdDM7UI	Bestweekevertv
48	http://www.youtube.com/watch?v=SkktCLKbhT0	Bestweekevertv
49	http://www.youtube.com/watch?v=UpS38AjRQMU	Bestweekevertv
50	http://www.youtube.com/watch?v=usMZeul3EMQ	Bestweekevertv
51	http://www.youtube.com/watch?v=uX-vv_dAMRg	Bestweekevertv

	A	B
52	http://www.youtube.com/watch?v=wrmFy7Jo0mg	Bestweekevertv
53	http://www.youtube.com/watch?v=yxADizJPH5M	Bestweekevertv
54	http://www.youtube.com/watch?v=zC_NeTGtNH4	Bestweekevertv
55	http://www.youtube.com/watch?v=Zsul1AgDhal	Bestweekevertv
56	http://www.youtube.com/watch?v=9WIZKR-m1QM	Bill Stenner
57	www.youtube.com/watch?v=MqEI7YCTM8U	BlackTreeMedia
58	www.youtube.com/watch?v=swn6u_0chcw	BlackTreeMedia
59	www.youtube.com/watch?v=ojYzkG4hR4M	BlackTreeMedia
60	www.youtube.com/watch?v=uWwzXsc47Pk	BlackTreeMedia
61	www.youtube.com/watch?v=ycr2TjKBA	BlackTreeMedia
62	www.youtube.com/watch?v=lv9BbFVBd-Q	BlackTreeMedia
63	www.youtube.com/watch?v=utcq974eEmc	BlackTreeMedia
64	www.youtube.com/watch?v=z1fFykV5psw	BlackTreeMedia
65	www.youtube.com/watch?v=HR0sPwTyBWo	BlackTreeMedia
66	www.youtube.com/watch?v=a9J2dEUt6Gg	BlackTreeMedia
67	www.youtube.com/watch?v=ePjGiyCMzbk	BlackTreeMedia
68	www.youtube.com/watch?v=TbutOemU-es	BlackTreeMedia
69	www.youtube.com/watch?v=UdldaV6Q4-Q	BlackTreeMedia
70	www.youtube.com/watch?v=eBh2cWnDMnY	BlackTreeMedia
71	www.youtube.com/watch?v=833xwk4XgNk	BlackTreeMedia
72	www.youtube.com/watch?v=8BtjF4pN8H8	BlackTreeMedia
73	www.youtube.com/watch?v=EANqVxn8PPY	BlackTreeMedia
74	www.youtube.com/watch?v=kWxWIAUMxEQ	BlackTreeMedia
75	www.youtube.com/watch?v=lg_LojSWu2s	BlackTreeMedia
76	www.youtube.com/watch?v=yuGTnaGvcxg	BlackTreeMedia
77	www.youtube.com/watch?v=UeFUvW5YInQ	BlackTreeMedia
78	http://www.youtube.com/watch?v=3B386Ut0y2Y	blondeeagles
79	http://www.youtube.com/watch?v=1_sXjWNjliw	Brian Thompson
80	http://www.youtube.com/watch?v=UT6kmdY_a	Bryan Munson
81	http://www.youtube.com/watch?v=nnF1ODD0HRA	CanibalCorpse5006
82	http://www.youtube.com/watch?v=ro4I8oH1VfQ	CasketMusic/Copro Records
83	http://www.youtube.com/watch?v=nqe2QclOebc	CasketMusic/Copro Records
84	http://www.youtube.com/watch?v=gSmXuNtPWdg	CasketMusic/Copro Records
85	http://www.youtube.com/watch?v=VsfTln2WqM0	CasketMusic/Copro Records
86	http://www.youtube.com/watch?v=p4Om2nRinI4	CasketMusic/Copro Records
87	http://www.youtube.com/watch?v=dsHbO43bV4M	CasketMusic/Copro Records
88	http://www.youtube.com/watch?v=HERDfVPLtEM	CasketMusic/Copro Records
89	http://www.youtube.com/watch?v=dpHdyN4svFY	CasketMusic/Copro Records
90	http://www.youtube.com/watch?v=eXHusX6KbSY	casserk
91	http://www.youtube.com/watch?v=NCFIjBWslY	CBS
92	http://www.youtube.com/watch?v=wjO68v_Mvyl	CBSNewsOnline
93	http://www.youtube.com/watch?v=J5CS32xppLc	CenterNAD
94	http://www.youtube.com/watch?v=GxkWZE8Y9x8	CenterNAD
95	http://www.youtube.com/watch?v=EGBsg8hGNSw	CenterNAD
96	http://www.youtube.com/watch?v=8-bH57Y2rz4	CenterNAD
97	http://www.youtube.com/watch?v=znEM4CssD7I	CenterNAD
98	http://www.youtube.com/watch?v=TJSqeKlyVYU	Collin Guillas
99	http://www.youtube.com/watch?v=3t9Ceb8wIUy	cybert
100	http://www.youtube.com/watch?v=jcvF7YDdS3A	d3fin3d
101	http://www.youtube.com/watch?v=Hl3Fryg-5IE	Damien Estreich
102	http://www.youtube.com/watch?v=40_HTpLue4U	dancesoul31

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	A	B
103	http://www.youtube.com/watch?v=fRU7Hbcmlq8	David D'aranjo
104	http://www.youtube.com/watch?v=j2I5DwdtpHsthat	David Quinn
105	http://www.youtube.com/watch?v=sNHqX27hlz8	Devin Smith
106	http://www.youtube.com/watch?v=jv5IKZ1dhLM	devin6687
107	http://www.youtube.com/watch?v=373hCfkNf8o	devin6687
108	http://www.youtube.com/watch?v=MH7Wx9sD4bw	devin6688
109	http://www.youtube.com/watch?v=A9kQwfc4WLo	Down TOS Violation
110	http://www.youtube.com/watch?v=sBQNNhfZ6CY	Dr. Michael Owen
111	http://www.youtube.com/watch?v=6-KQ1tp_qOQ	drivethrurecords
112	http://www.youtube.com/watch?v=wmdhmnNlaHc	elemendozas
113	http://www.youtube.com/watch?v=MUuEMpUSV7c	endclub
114	http://www.youtube.com/watch?v=K6zZ4clFplw	fauxmark
115	http://www.youtube.com/watch?v=HYb6HQ6rK0Q	fingersfullerton
116	http://www.youtube.com/watch?v=DOOnLrxwapXk	Francis Vaylunkal
117	http://www.youtube.com/watch?v=WOPHMidcxhQ	galipoka
118	http://www.youtube.com/watch?v=mNymL47bmPo	Gary Rosenzweig
119	http://www.youtube.com/watch?v=Yb7tnzgzO1s	Gary Rozenzweig
120	http://www.youtube.com/watch?v=QxLkQZRILV8	glenm5951
121	http://www.youtube.com/watch?v=8V71l_DWbDQ	Gorifater
122	http://www.youtube.com/watch?v=fJBxpNyxOIA	holland4real
123	http://www.youtube.com/watch?v=8mhZJUQZ3Lc	holland4real
124	http://www.youtube.com/watch?v=gvQL9jO0Xpc	hsuchiahao
125	http://www.youtube.com/watch?v=EHhzuEyaMUM	hurricane101
126	http://www.youtube.com/watch?v=JjvoGmT8lvk	IanLuckey
127	http://www.youtube.com/watch?v=n4TyqYsC26g	ibeckman671
128	http://www.youtube.com/watch?v=yY7rQRD4ucY	irenemariemodels
129	http://www.youtube.com/watch?v=X9ED6Mesx9Y	JakeUnrated
130	http://www.youtube.com/watch?v=N8aOKAF8M90	JamieKennedy
131	http://www.youtube.com/watch?v=XtmE1t8dkbM	Jason Henderson
132	http://www.youtube.com/watch?v=8zem_yquWsl	Jolene Sugarbaker
133	http://www.youtube.com/watch?v=wgadqrYKEtA	Jonathan Douglas
134	http://www.youtube.com/watch?v=uU2ggsg6ce0	Jose Montano
135	http://www.youtube.com/watch?v=jaNiLTuSJuw	joshmend
136	http://www.youtube.com/watch?v=yzP6aD3SWNA	Joshua Case
137	http://www.youtube.com/watch?v=VLmPaa1aeR4	justintimberfake
138	http://www.youtube.com/watch?v=XLHP0TqyYOW	Keith Jost
139	http://www.youtube.com/watch?v=cw-_MltQ3Sg	Kevin Brennan
140	http://www.youtube.com/watch?v=jMrm3N9_SeA	Kevin Gebhardt
141	http://www.youtube.com/watch?v=7tRTwP_x-k	ladyfragment
142	http://www.youtube.com/watch?v=tb_5vLeP9Do	Lance Yelvigton Jr.
143	http://www.youtube.com/watch?v=jAputldyKS8	laurenceegibbs
144	http://www.youtube.com/watch?v=nMupwUD8vzk	LiberalViewer Allen Asch
145	http://www.youtube.com/watch?v=yOZgLWTSFLk	LiberalViewer Allen Asch
146	http://www.youtube.com/watch?v=y08H6Bbm1kY	LiberalViewer Allen Asch
147	http://www.youtube.com/watch?v=LzCW4SYvEJk	LiberalViewer Allen Asch
148	http://www.youtube.com/watch?v=OskdfcSsuDE	lojostar
149	http://www.youtube.com/watch?v=06_mNdOrxkc	loneyleyfir15
150	http://www.youtube.com/watch?v=Ex1JHFgw1XU	Itctvproduction
151	http://www.youtube.com/watch?v=_yyzYT71Xkl	Itctvproduction
152	http://www.youtube.com/watch?v=_8FiX4tDjU0	Lynne Worthington
153	http://www.youtube.com/watch?v=L5MdoWwFpqq	Lynne Worthington

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154	http://www.youtube.com/watch?v=K8Ch39pURTM	Lynne Worthington
155	http://www.youtube.com/watch?v=8NE5eIL30w4	maniacmike
156	http://www.youtube.com/watch?v=1ekjbNUtKmY	ManiaTVDOTCOM
157	http://www.youtube.com/watch?v=H7-VxSHKrtQ	ManiaTVDOTCOM
158	http://www.youtube.com/watch?v=7tH4d9Elmto	ManiaTVDOTCOM
159	http://www.youtube.com/watch?v=4f7n9WYm1tI	ManiaTVDOTCOM
160	http://www.youtube.com/watch?v=wjWQ8aEKkUM	ManiaTVDOTCOM
161	http://www.youtube.com/watch?v=ZDkhW1WxKuW	ManiaTVDOTCOM
162	http://www.youtube.com/watch?v=ZwQ6QmLtETc	ManiaTVDOTCOM
163	http://www.youtube.com/v/h92cXUo2AGY	Mark
164	www.youtube.com/watch?v=BMUkgVzWRjk	Mark Egebretson
165	http://www.youtube.com/watch?v=a3FkDArsmdg	MattHawes
166	http://www.youtube.com/watch?v=6rgS_p7hIFl	Maurits
167	http://www.youtube.com/watch?v=k2D2MNAwQXI	Merritt Lear
168	http://www.youtube.com/watch?v=-u_Fvqk6RrU	Merritt Lear
169	http://www.youtube.com/watch?v=ouBy4dE7LT0	Michael Hill
170	http://www.youtube.com/watch?v=pNzFE8rNPQU	Michael Tai
171	http://www.youtube.com/watch?v=rBQjFGHwFDM	michaeldeanbrowning
172	http://www.youtube.com/watch?v=63fzs3E6vZo	mickyayers
173	http://www.youtube.com/watch?v=0IF2xsSITFU	Misti Daily-Moore
174	http://www.youtube.com/watch?v=-y-6Bk-dV6g	Misti Daily-Moore
175	http://www.youtube.com/watch?v=oYU8ld5TETI	MoTV1
176	http://www.youtube.com/watch?v=YHYW6GLCcyQ	MTV2
177	http://www.youtube.com/watch?v=IJTQKspfc08	narsinga
178	http://www.youtube.com/watch?v=SLmerU5bmwc	ParisHilton
179	http://www.youtube.com/watch?v=vr3x_RRjdd4	PeaceOnEarth123
180	http://www.youtube.com/watch?v=dGn-VUsT8Xo	Raymond Borom
181	http://www.youtube.com/watch?v=ZklCRNUKN2Y	rekcutx (Tucker)
182	http://www.youtube.com/watch?v=g6xZRWk0rn8	ResistMusic
183	http://www.youtube.com/watch?v=CgrKoQ1rkmc	richiedon
184	http://www.youtube.com/watch?v=xqGKJbvK4zM	Rob Owen
185	http://www.youtube.com/watch?v=akgj-mMaBlc	Sarah-Elizabeth Daly
186	http://www.youtube.com/watch?v=05GZ0g-zhPc	sazookids
187	http://www.youtube.com/watch?v=El69vzneqs	Scott Klemptner
188	http://youtube.com/watch?v=5bviQW6dCLU	Shane L
189	http://www.youtube.com/watch?v=waYk-hqU92o	souldonut666
190	http://www.youtube.com/watch?v=_4CiBjr9Qs0	souldonut666
191	http://www.youtube.com/watch?v=cSJJPucnb6l	souldonut666
192	http://www.youtube.com/watch?v=d0qO_67cd5A	Soulman
193	http://www.youtube.com/watch?v=l4SUIxom7g4	spacesooner
194	http://www.youtube.com/watch?v=rCC49MbKxJ0	SpikeTV
195	http://www.youtube.com/watch?v=DV9W1z76QfU	SpikeTV
196	http://www.youtube.com/watch?v=2ZKFN95ZGww	SpikeTV
197	http://www.youtube.com/watch?v=jynwAEGYV7w	SpikeTV
198	http://www.youtube.com/watch?v=bOUNByhiXks	Steve Sanders
199	http://www.youtube.com/watch?v=GBrqs7KBbA	Tara Golden
200	http://www.youtube.com/watch?v=CFsnQ9fb8_Q	thelonlyisland
201	http://www.youtube.com/watch?v=6l9wgY91VB8	ThinkFilm
202	http://www.youtube.com/watch?v=m1ITdy_w5EY	Tim Samoff
203	http://www.youtube.com/watch?v=3eBUbgLYA0k	Timothy Brickley
204	http://www.youtube.com/watch?v=EMHtkH5hICw	TNAwrestling

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205	http://www.youtube.com/watch?v=nyptldRITzs	Todd Oulette
206	http://www.youtube.com/watch?v=CIM9Z81uVMc	TomasLyon
207	http://www.youtube.com/watch?v=LGj_VqoFceY	TraprockPeaceCtr
208	http://www.youtube.com/watch?v=h7p4BjD7wb8	U2official
209	http://www.youtube.com/watch?v=sZUcwhPw904	ukdesiboyz
210	http://www.youtube.com/watch?v=B4x7MsNVI0w	veegun
211	http://www.youtube.com/watch?v=jv5mpxfiAfc	Video Removed By User
212	http://www.youtube.com/watch?v=GiyqhmlXmPg	Video Removed By User
213	http://www.youtube.com/watch?v=-5_OxPIBvxY	Vincent Dance Theatre
214	http://www.youtube.com/watch?v=W8Y3qDDODT0	warnerborsrecords
215	http://www.youtube.com/watch?v=rOIEsG-sGnc	warnermusicgroup
216	http://www.youtube.com/watch?v=C8Mkm3QtwgE	Weirdhat
217	http://www.youtube.com/watch?v=SnbQ5gOUMeQ	woodcuttersham
218	http://www.youtube.com/watch?v=tJxKXhcBwqg	YamYamMiniGran1
219	http://www.youtube.com/watch?v=gPFeU8RkVho	Ben Kettlewell
220	http://www.youtube.com/watch?v=wh7vmnGxIQ4	Marvin D. Johnson
221	http://www.youtube.com/watch?v=oV66l-tPx8s	Tony Pierce
222	http://www.youtube.com/watch?v=uyK-ENlzZZY	universalmusicgroup
223	http://www.youtube.com/watch?v=jC_PNO8HCTY	bullrunvideo
224	http://www.youtube.com/watch?v=HerhNKVTJq8	bullrunvideo
225	http://www.youtube.com/watch?v=CrEeafAR6yU	bullrunvideo
226	http://www.youtube.com/watch?v=5jJJpY2Rdyc	bullrunvideo
227	http://www.youtube.com/watch?v=5fY2Kwgr-8Q	bullrunvideo
228	http://www.youtube.com/watch?v=AnLEi4K7csc	bullrunvideo
229	http://www.youtube.com/watch?v=2sSWp49_qzA	bullrunvideo
230	http://www.youtube.com/watch?v=SNMqUVftkwA	bullrunvideo
231	http://www.youtube.com/watch?v=fvKs2LANor0	bullrunvideo
232	http://www.youtube.com/watch?v=p96Q0ik4MXU	bullrunvideo
233	http://www.youtube.com/watch?v=421Vz-j14FQ	bullrunvideo
234	http://www.youtube.com/watch?v=Eai3CGl3a1s	bullrunvideo
235	http://www.youtube.com/watch?v=IEncr_ZVRHg	bullrunvideo
236	http://www.youtube.com/watch?v=1e1fwoOzX_Q	bullrunvideo
237	http://www.youtube.com/watch?v=cth113PIKjY	bullrunvideo
238	http://www.youtube.com/watch?v=53unScrUfqM	bullrunvideo
239	http://www.youtube.com/watch?v=h0wUJGDKTA0	bullrunvideo
240	http://www.youtube.com/watch?v=UEbzU79jyCU	bullrunvideo
241	http://www.youtube.com/watch?v=O-OaGm16PUQ	bullrunvideo
242	http://www.youtube.com/watch?v=4bztAh5BKkg	bullrunvideo
243	http://www.youtube.com/watch?v=zJBXo8HwVM0	bullrunvideo
244	http://www.youtube.com/watch?v=4QMDoidSKoM	bullrunvideo
245	http://www.youtube.com/watch?v=ZanWW7Ccdck8	bullrunvideo
246	http://www.youtube.com/watch?v=zs7DoPlqwZ4	bullrunvideo
247	http://www.youtube.com/watch?v=lb980E1v8x0	bullrunvideo
248	http://www.youtube.com/watch?v=EfYVmlZqGAo	bullrunvideo
249	http://www.youtube.com/watch?v=OBmq_deLu7k	bullrunvideo
250	http://www.youtube.com/watch?v=YJN-nbubS0Q	bullrunvideo
251	http://www.youtube.com/watch?v=TbXIPylGq4Q	bullrunvideo
252	http://www.youtube.com/watch?v=ueqIUuCntcM	bullrunvideo
253	http://www.youtube.com/watch?v=WgE9yL7hQW8	bullrunvideo
254	http://www.youtube.com/watch?v=8GM70HruNag	bullrunvideo
255	http://www.youtube.com/watch?v=40GvThPuxf0	bullrunvideo

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	A	B
256	http://www.youtube.com/watch?v=tzMWEOmYZrs	bullrunvideo
257	http://www.youtube.com/watch?v=MBIqumSYpac	bullrunvideo
258	http://www.youtube.com/watch?v=XC0kcEObuq8	bullrunvideo
259	http://www.youtube.com/watch?v=_HHoiTE7Ino	bullrunvideo
260	http://www.youtube.com/watch?v=tl01_su0-Ow	bullrunvideo
261	http://www.youtube.com/watch?v=4E8WoGdqu4	Darren Davis
262	http://www.youtube.com/watch?v=1Z0ud4Fk6J4	Darren Davis
263	http://www.youtube.com/watch?v=QKxot6P0pVo	Herbert Neuwirth
264	http://www.youtube.com/watch?v=CnZkikQ-VDc	MyDamnChannel
265	http://www.youtube.com/watch?v=E3CRE9kFRvo	thejanitor
266	http://www.youtube.com/watch?v=n85VX4G49dI	richardcameron
267	http://www.youtube.com/watch?v=5oa2bZHsBY4	bobhofman
268	http://www.youtube.com/watch?v=NIME1PSGNal	MrPregnant
269	http://www.youtube.com/watch?v=i0-nRcHF0JI	cimatics
270	http://www.youtube.com/watch?v=4UlpOUgQt-g	FearLessTV
271	http://www.youtube.com/watch?v=QJ6duK_F-el	PatsFanYTA

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	C	D	E
1	Additional User Information	Date of Counter Notice	Date of Retraction
2		2/2/2007	2/16/2007
3		2/2/2007	2/16/2007
4		2/2/2007	2/16/2007
5		2/2/2007	2/23/2007
6		2/2/2007	2/22/2007
7		2/2/2007	2/23/2007
8		2/2/2007	2/16/2007
9		2/2/2007	2/8/2007
10		2/2/2007	2/21/2007
11		2/2/2007	2/21/2007
12		2/2/2007	3/6/2007
13		2/2/2007	2/3/2007
14		2/2/2007	2/3/2007
15		2/2/2007	2/8/2007
16		2/2/2007	2/8/2007
17		2/2/2007	2/8/2007
18		2/2/2007	2/8/2007
19		2/2/2007	2/8/2007
20		2/2/2007	2/8/2007
21		2/2/2007	2/8/2007
22		2/2/2007	2/8/2007
23		2/2/2007	2/3/2007
24		2/2/2007	2/3/2007
25		2/2/2007	2/3/2007
26		2/2/2007	2/3/2007
27		2/2/2007	2/3/2007
28		2/2/2007	2/22/2007
29		2/2/2007	2/22/2007
30		2/2/2007	2/22/2007
31		2/2/2007	2/22/2007
32		2/2/2007	2/22/2007
33		2/2/2007	2/22/2007
34		2/2/2007	2/22/2007
35		2/2/2007	2/22/2007
36		2/2/2007	2/22/2007
37		2/2/2007	2/22/2007
38		2/2/2007	2/22/2007
39		2/2/2007	2/22/2007
40		2/2/2007	2/22/2007
41		2/2/2007	2/22/2007
42		2/2/2007	2/22/2007
43		2/2/2007	2/22/2007
44		2/2/2007	2/22/2007
45		2/2/2007	2/22/2007
46		2/2/2007	2/22/2007
47		2/2/2007	2/22/2007
48		2/2/2007	2/22/2007
49		2/2/2007	2/22/2007
50		2/2/2007	2/22/2007
51		2/2/2007	2/22/2007

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	C	D	E
52		2/2/2007	2/22/2007
53		2/2/2007	2/22/2007
54		2/2/2007	2/22/2007
55		2/2/2007	2/22/2007
56		2/2/2007	5/7/2007
57		2/2/2007	3/19/2007
58		2/2/2007	3/19/2007
59		2/2/2007	3/19/2007
60		2/2/2007	3/19/2007
61		2/2/2007	3/19/2007
62		2/2/2007	3/19/2007
63		2/2/2007	3/19/2007
64		2/2/2007	3/19/2007
65		2/2/2007	3/19/2007
66		2/2/2007	3/19/2007
67		2/2/2007	3/19/2007
68		2/2/2007	3/19/2007
69		2/2/2007	3/19/2007
70		2/2/2007	3/19/2007
71		2/2/2007	3/19/2007
72		2/2/2007	3/19/2007
73		2/2/2007	3/19/2007
74		2/2/2007	3/19/2007
75		2/2/2007	3/19/2007
76		2/2/2007	3/19/2007
77		2/2/2007	3/19/2007
78		2/2/2007	2/3/2007
79		2/2/2007	2/21/2007
80		2/2/2007	2/16/2007
81		2/2/2007	2/3/2007
82		2/2/2007	3/8/2007
83		2/2/2007	3/8/2007
84		2/2/2007	3/8/2007
85		2/2/2007	3/8/2007
86		2/2/2007	3/8/2007
87		2/2/2007	3/8/2007
88		2/2/2007	3/8/2007
89		2/2/2007	3/8/2007
90		2/2/2007	2/3/2007
91		2/2/2007	2/8/2007
92		2/2/2007	3/29/2007
93		2/2/2007	2/3/2007
94		2/2/2007	2/3/2007
95		2/2/2007	2/3/2007
96		2/2/2007	2/3/2007
97		2/2/2007	2/3/2007
98		2/2/2007	2/28/2007
99		2/2/2007	2/3/2007
100		2/2/2007	2/12/2007
101		2/2/2007	4/17/2007
102		2/2/2007	2/28/2007

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	C	D	E
103		2/2/2007	3/6/2007
104		2/2/2007	3/12/2007
105		2/2/2007	3/22/2007
106		2/2/2007	2/3/2007
107		2/2/2007	2/3/2007
108		2/2/2007	2/3/2007
109		2/2/2007	2/3/2007
110		2/2/2007	2/21/2007
111		2/2/2007	3/7/2007
112		2/2/2007	2/3/2007
113		2/2/2007	2/12/2007
114		2/2/2007	2/12/2007
115		2/2/2007	2/3/2007
116		2/2/2007	2/21/2007
117		2/2/2007	2/3/2007
118		2/2/2007	3/27/2007
119		2/2/2007	2/21/2007
120		2/2/2007	2/3/2007
121		2/2/2007	2/8/2007
122		2/2/2007	2/3/2007
123		2/2/2007	2/3/2007
124		2/2/2007	2/3/2007
125		2/2/2007	2/3/2007
126		2/2/2007	2/14/2007
127		2/2/2007	2/8/2007
128		2/2/2007	2/12/2007
129		2/2/2007	2/3/2007
130		2/2/2007	2/8/2007
131		2/2/2007	2/16/2007
132		2/2/2007	2/26/2007
133		2/2/2007	3/29/2007
134		2/2/2007	3/12/2007
135		2/2/2007	2/3/2007
136		2/2/2007	3/6/2007
137		2/2/2007	2/3/2007
138		2/2/2007	2/28/2007
139		2/2/2007	2/21/2007
140		2/2/2007	2/16/2007
141		2/2/2007	3/7/2007
142		2/2/2007	3/7/2007
143		2/2/2007	2/12/2007
144		2/2/2007	3/7/2007
145		2/2/2007	3/7/2007
146		2/2/2007	3/7/2007
147		2/2/2007	3/7/2007
148		2/2/2007	2/3/2007
149		2/2/2007	2/8/2007
150		2/2/2007	2/3/2007
151		2/2/2007	2/3/2007
152		2/2/2007	3/7/2007
153		2/2/2007	3/7/2007

SJA-2137

	C	D	E
154		2/2/2007	3/7/2007
155		2/2/2007	2/8/2007
156		2/2/2007	2/28/2007
157		2/2/2007	2/28/2007
158		2/2/2007	2/28/2007
159		2/2/2007	2/28/2007
160		2/2/2007	2/28/2007
161		2/2/2007	2/28/2007
162		2/2/2007	2/28/2007
163		2/2/2007	3/12/2007
164		2/2/2007	4/5/2007
165		2/2/2007	2/6/2007
166		2/2/2007	2/8/2007
167		2/2/2007	2/21/2007
168		2/2/2007	3/6/2007
169		2/2/2007	2/21/2007
170		2/2/2007	3/12/2007
171		2/2/2007	2/3/2007
172		2/2/2007	2/3/2007
173		2/2/2007	3/6/2007
174		2/2/2007	3/6/2007
175		2/2/2007	2/12/2007
176		2/2/2007	2/8/2007
177		2/2/2007	2/3/2007
178		2/2/2007	2/8/2007
179		2/2/2007	2/8/2007
180		2/2/2007	2/20/2007
181		2/2/2007	4/11/2007
182		2/2/2007	2/3/2007
183		2/2/2007	2/3/2007
184		2/2/2007	3/27/2007
185		2/2/2007	3/7/2007
186		2/2/2007	2/3/2007
187		2/2/2007	2/21/2007
188		2/2/2007	3/7/2007
189		2/2/2007	2/8/2007
190		2/2/2007	2/8/2007
191		2/2/2007	2/8/2007
192		2/2/2007	3/12/2007
193		2/2/2007	2/3/2007
194		2/2/2007	2/5/2007
195		2/2/2007	2/5/2007
196		2/2/2007	2/5/2007
197		2/2/2007	2/5/2007
198		2/2/2007	3/19/2007
199		2/2/2007	2/22/2007
200		2/2/2007	3/7/2007
201		2/2/2007	2/8/2007
202		2/2/2007	3/12/2007
203		2/2/2007	2/28/2007
204		2/2/2007	2/8/2007

SJA-2138

	C	D	E
205		2/2/2007	3/12/2007
206		2/2/2007	2/3/2007
207		2/2/2007	2/3/2007
208		2/2/2007	2/8/2007
209		2/2/2007	2/3/2007
210		2/2/2007	2/8/2007
211		2/2/2007	2/3/2007
212		2/2/2007	2/3/2007
213		2/2/2007	4/12/2007
214		2/2/2007	2/8/2007
215		2/2/2007	2/8/2007
216		2/2/2007	2/8/2007
217		2/2/2007	2/3/2007
218		2/2/2007	2/3/2007
219		2/2/2007	7/2/2007
220		2/2/2007	2/21/2007
221		2/2/2007	7/2/2007
222		4/8/2007	4/11/2007
223		4/29/2007	5/1/2007
224		4/29/2007	5/1/2007
225		4/29/2007	5/1/2007
226		4/29/2007	5/1/2007
227		4/29/2007	5/1/2007
228		4/29/2007	5/1/2007
229		4/29/2007	5/1/2007
230		4/29/2007	5/1/2007
231		4/29/2007	5/1/2007
232		4/29/2007	5/1/2007
233		4/29/2007	5/1/2007
234		4/29/2007	5/1/2007
235		4/29/2007	5/1/2007
236		4/29/2007	5/1/2007
237		4/29/2007	5/1/2007
238		4/29/2007	5/1/2007
239		4/29/2007	5/1/2007
240		4/29/2007	5/1/2007
241		4/29/2007	5/1/2007
242		4/29/2007	5/1/2007
243		4/29/2007	5/1/2007
244		4/29/2007	5/1/2007
245		4/29/2007	5/1/2007
246		4/29/2007	5/1/2007
247		4/29/2007	5/1/2007
248		4/29/2007	5/1/2007
249		4/29/2007	5/1/2007
250		4/29/2007	5/1/2007
251		4/29/2007	5/1/2007
252		4/29/2007	5/1/2007
253		4/29/2007	5/1/2007
254		4/29/2007	5/1/2007
255		4/29/2007	5/1/2007

SJA-2139

	C	D	E
256		4/29/2007	5/1/2007
257		4/29/2007	5/1/2007
258		4/29/2007	5/1/2007
259		4/29/2007	5/1/2007
260		4/29/2007	5/1/2007
261	ArtisanNewsService	5/8/2007	5/9/2007
262	AritsanNewsService	6/28/2007	7/2/2007
263	Swedish Educational Broadcasting Company	8/14/2007	8/16/2007
264		8/23/2007	8/27/2007
265		8/28/2007	8/29/2007
266		9/13/2007	9/17/2007
267		10/20/2007	10/23/2007
268		9/29/2007	Not Available
269		11/7/2007	11/13/2007
270		11/21/2007	11/26/2007
271		11/28/2007	11/30/2007

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	F	G	H	I
1	Action Taken (If any)	Date of Repost	Status	Notes
2	Issued Retraction	Not Available	5	
3	Issued Retraction	Not Available	5	
4	Issued Retraction	Not Available	5	
5	Issued Retraction	Not Available	5	
6	Issued Retraction	Not Available	5	
7	Issued Retraction	Not Available	5	
8	Issued Retraction	Not Available	5	
9	Issued Retraction	Not Available	5	
10	Issued Retraction	Not Available	5	
11	Issued Retraction	Not Available	5	
12	Issued Retraction	Not Available	5	
13	Issued Retraction	Not Available	5	
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15	Issued Retraction	Not Available	5	
16	Issued Retraction	Not Available	5	
17	Issued Retraction	Not Available	5	
18	Issued Retraction	Not Available	5	
19	Issued Retraction	Not Available	5	
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47	Issued Retraction	Not Available	5	
48	Issued Retraction	Not Available	5	
49	Issued Retraction	Not Available	5	
50	Issued Retraction	Not Available	5	
51	Issued Retraction	Not Available	5	

SJA-2141

	F	G	H	I
52	Issued Retraction	Not Available	5	
53	Issued Retraction	Not Available	5	
54	Issued Retraction	Not Available	5	
55	Issued Retraction	Not Available	5	
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102	Issued Retraction	Not Available	5	

	F	G	H	I
103	Issued Retraction	Not Available	5	
104	Issued Retraction	Not Available	5	
105	Issued Retraction	Not Available	5	
106	Issued Retraction	Not Available	5	
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150	Issued Retraction	Not Available	5	
151	Issued Retraction	Not Available	5	
152	Issued Retraction	Not Available	5	
153	Issued Retraction	Not Available	5	

SJA-2143

	F	G	H	I
154	Issued Retraction	Not Available	5	
155	Issued Retraction	Not Available	5	
156	Issued Retraction	Not Available	5	
157	Issued Retraction	Not Available	5	
158	Issued Retraction	Not Available	5	
159	Issued Retraction	Not Available	5	
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161	Issued Retraction	Not Available	5	
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202	Issued Retraction	Not Available	5	
203	Issued Retraction	Not Available	5	
204	Issued Retraction	Not Available	5	

SJA-2144

	F	G	H	I
205	Issued Retraction	Not Available	5	
206	Issued Retraction	Not Available	5	
207	Issued Retraction	Not Available	5	
208	Issued Retraction	Not Available	5	
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253	Issued Retraction	Not Available	5	
254	Issued Retraction	Not Available	5	
255	Issued Retraction	Not Available	5	

SJA-2145

	F	G	H	I
256	Issued Retraction	Not Available	5	
257	Issued Retraction	Not Available	5	
258	Issued Retraction	Not Available	5	
259	Issued Retraction	Not Available	5	
260	Issued Retraction	Not Available	5	
261	Issued Retraction	Not Available	5	
262	Issued Retraction	Not Available	5	
263	Issued Retraction	8/17/2007	5	
264	Issued Retraction	8/29/2007	5	
265	Issued Retraction	8/31/2007	5	
266	Issued Retraction	9/24/2007	5	
267	Issued Retraction	10/23/2007	5	
268	Retraction was issued but r	Not Available	5	
269	Issued Retraction	11/14/2007	5	
270	Issued Retraction	11/26/2007	5	
271	Issued Retraction	11/30/2007	5	

SJA-2146

	A	B	C
1	URL	User	Additional User Information
2	http://www.youtube.com/watch?v=V3p9xYz0oqs	Christopher Gordon	
3	http://www.youtube.com/watch?v=dYTzqDqzI8E	Christopher Gordon	
4	http://www.youtube.com/watch?v=o8TTMRxO9XM	Christopher Gordon	
5	http://www.youtube.com/watch?v=9zWuTfr7mu0	Christopher Gordon	
6	http://www.youtube.com/watch?v=wrjACzkUuSw	Christopher Gordon	
7	http://www.youtube.com/watch?v=V6x_C8qibKU	Christopher Gordon	
8	http://www.youtube.com/watch?v=pP7YuGGI7o0	Christopher Gordon	
9	http://www.youtube.com/watch?v=MA4F-JzyLY8	Christopher Gordon	
10	http://www.youtube.com/watch?v=ISkont4A6Bs	Christopher Gordon	
11	http://www.youtube.com/watch?v=kYXxf4sVQtQ	Jordan Wiggins	
12	http://www.youtube.com/watch?v=5dICeLQ4dbo	MuzikNetRadio	
13	http://www.youtube.com/watch?v=EXwi2SIADjA	BitTorrent23	
14	http://www.youtube.com/watch?v=ddyVQwpByug	kwerky	
15	http://www.youtube.com/watch?v=6jqIgRtGVS0	CelebTV.com	
16	http://www.youtube.com/watch?v=T3PswNWGcyA	MoTv1	
17	http://www.youtube.com/watch?v=CwEfaxM1mVU	mmflint	
18	http://www.youtube.com/watch?v=sGrQkzdJBMQ	powmadeak47	
19	http://www.youtube.com/watch?v=IVKmHgX26Qk	powmadeak47	

SJA-2147

	D	E	F	G
1	Date of Counter Notice	Action Taken (If any)	Date of Repost	Status
2	2/2/2007	No action	3/23/2007	5
3	2/2/2007	No action	3/23/2007	5
4	2/2/2007	No action	3/23/2007	5
5	2/2/2007	No action	3/23/2007	5
6	2/2/2007	No action	3/23/2007	5
7	2/2/2007	No action	3/23/2007	5
8	2/2/2007	No action	3/23/2007	5
9	2/2/2007	No action	3/23/2007	5
10	2/2/2007	No action	3/23/2007	5
11	2/2/2007	No action	4/12/2007	5
12	2/2/2007	No action	4/10/2007	5
13	8/8/2007	No action	Not Available	5
14	8/29/2007	No action	9/11/2007	5
15	9/16/2007	No action	10/2/2007	5
16	10/15/2007	No action	10/26/2007	5
17	10/15/2007	Resolved internally by Viacom	10/25/2007	5
18	11/6/2007	No action	11/19/2007	5
19	11/6/2007	No action	11/19/2007	5

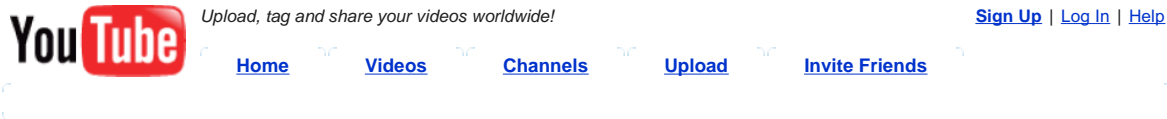
SJA-2148

	A	B	C
1	URL	User	Additional User Information

SJA-2149

	D
1	Date of Counter Notice

Schapiro Exhibit 49



Help

Q: How can I share my videos and link to them from my website?

A: [How to share and link to your videos](#)

Q: What kind of videos can I upload?

A: You may upload any kind of personal video that you'd like to share with the world. We don't allow any nudity and your video must be appropriate for all audiences.

However, this still leaves a lot of room for creativity!! Do you own a [dog](#) or a [cat](#)? Have you gone on vacationing in [Mexico](#)? Do you live in [The Netherlands](#)?

These are just some examples of the videos that our users are uploading. In the end, you know yourself best. What would *you* like to capture on video?

Q: How long can my video be?

A: There is no time limit on your video, but the video file you upload must be less than 100 MB in size.

Q: What video file formats can I upload?

A: YouTube accepts video files from most digital cameras and from cell phones in the .AVI, .MOV, and .MPG file formats.

Q: How can I improve my videos?

A: We encourage you to edit your videos with software such as [Windows MovieMaker](#) (included with every Windows installation), or [Apple iMovie](#). Using these programs you can easily edit your videos, add soundtracks, etc.

Q: Do I retain copyrights and other legal rights to my videos?

A: Yes. You retain all rights to your content. YouTube assumes no copyright to your material.

Q: What is your policy on copyright infringement?

A: YouTube respects the rights of copyright holders and publishers and is only accepting video uploads from persons who hold all necessary rights to the uploaded material. Our policy is to respond to any notices of alleged infringement that comply with the Digital Millennium Copyright Act (DMCA). If we receive a notice or otherwise have reason to believe that content you submitted infringes another party's copyright, your account may be terminated and the video removed from YouTube.

Q: How do I report copyright infringement?

A: If you believe that someone else has uploaded your copyrighted content without your permission, we encourage you to contact that person in order to resolve any differences with them directly. You can also contact our support team using this [form](#) for instructions on how to submit a copyright infringement notice to YouTube.

Q: What if I have been falsely accused of copyright infringement?

A: We'll let you know if we receive a copyright complaint about any of your video content that is hosted on YouTube. We'll give you the opportunity to respond appropriately.

Q: What are you doing to prevent content that violates your policies from appearing in YouTube?

A: We do a preliminary review on uploaded videos through both a manual and automated process. Although we try our best to detect and remove videos that violate our policy guidelines, our review process is primarily focused on removing adult content or obvious copyright violations, and is not bulletproof. However, we encourage our viewers to notify us when they discover policy violations or copyright issues -- we have a process for reviewing reported policy violations, and respond to reported copyright violations under the Digital Millennium Copyright Act.

Contact YouTube

If you have any account or video issues, please contact us [here](#). Also, if you have any ideas or suggestions to make our service better, please don't hesitate to drop us a line.

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Schapiro Exhibit 50

```
<?php

// -----

// NOTE: only include the line below for Top-Level
// pages, such as Home, My Videos, My Profile, etc.,
// not on pages that are included by other pages!
$YOUTUBE_FILE = basename($_SERVER['PHP_SELF'], '.php');

include_once("../src/init.php");

include_once("../src/UT_User.php");

include_once("../src/User.php");

include_once("include_header.php");

$login_user = new User;
$SESSION_USER = new UT_User;
if ($login_user->user_get_session($SESSION_USER) == FALSE)
    unset($SESSION_USER);

if (!isset($SESSION_USER))
{
    $session_username = "YOUR_USERNAME";
}
else
{
    $session_username = $SESSION_USER->username[0];
}

// -----

?>

<div class="tableSubTitle">Help</div>

<span class="highlight">Q: How can I share my videos and link to them from my website?</span>

<br><br>A: <a href="sharing.php">How to share and link to your videos</a>
<br>
<br>

<span class="highlight">Q: What kind of videos can I upload?</span>

<br><br>A: You may upload any kind of personal video that you'd like to share with the world. We don't allow
any nudity and your video must be appropriate for all audiences.
<br>
<br>
However, this still leaves a lot of room for creativity!! Do you own a <a href="results.php?search=dog">dog</a>
or a <a href="results.php?search=cat">cat</a>? Have you gone on vacationing in <a
href="results.php?search=mexico">Mexico</a>? Do you live in <a href="results.php?search=netherlands">The
Netherlands</a>?
<br>
<br>
These are just some examples of the videos that our users are uploading. In the end, you know yourself best.
What would <i>you</i> like to capture on video?
```


Q: How long can my video be?

A: There is no time limit on your video, but the video file you upload must be less than 100 MB in size.

Q: What video file formats can I upload?

A: YouTube accepts video files from most digital cameras and from cell phones in the .AVI, .MOV, and .MPG file formats.

Q: How can I improve my videos?

A: We encourage you to edit your videos with software such as Windows MovieMaker (included with every Windows installation), or Apple iMovie. Using these programs you can easily edit your videos, add soundtracks, etc.

Q: Do I retain copyrights and other legal rights to my videos?

A: Yes. You retain all rights to your content. YouTube assumes no copyright to your material.

Q: What is your policy on copyright infringement?

A: YouTube respects the rights of copyright holders and publishers and is only accepting video uploads from persons who hold all necessary rights to the uploaded material. Our policy is to respond to any notices of alleged infringement that comply with the Digital Millennium Copyright Act (DMCA). If we receive a notice or otherwise have reason to believe that content you submitted infringes another party's copyright, your account may be terminated and the video removed from YouTube.

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Contact YouTube

If you have any account or video issues, please contact us here. Also, if you have any ideas or suggestions to make our service better, please don't hesitate to drop us a line.

<?php include_once("include_footer.php"); ?>

Schapiro Exhibit 51



Upload, tag and share your videos worldwide!

[Sign Up](#) | [Log In](#) | [Help](#)

[Home](#)

[Videos](#)

[Channels](#)

[Friends](#)

[Upload](#)

Terms of Use

1. Your Acceptance

BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content available through the YouTube.com domain name, the "YouTube Website", or "Website"), YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Service") AND THE TERMS AND CONDITIONS OF YOUTUBE'S PRIVACY POLICY, WHICH ARE PUBLISHED AT www.YouTube.com/privacy.php, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, please do not use the YouTube Website.

2. YouTube Website

These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information and other materials or services on the Website. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the YouTube Website, and to read the terms and conditions and privacy policy of each other website that you visit.

3. Website Access

A. YouTube hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or any part of the Website in any medium without YouTube's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. you are solely responsible for the activity that occurs on your account, and you must keep your account password secure. you must notify YouTube immediately of any breach of security or unauthorized use of your account. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation "robots," "spiders," "offline readers," etc that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases.

4. Intellectual Property Rights

The content on the YouTube Website, including without limitation the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under United States and foreign laws, and international conventions. Content on the Website is provided to you AS IS for your information and personal use only, and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.

5. User Submissions

A. The YouTube Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions"), and the hosting, sharing and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and otherwise exploit the User Submissions in connection with the YouTube Website and YouTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service,

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage YouTube or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil

liability, violate any law or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. YouTube does not endorse any User Submission or any opinion, recommendation or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. If notified by a user or a content owner of a User Submission that allegedly does not conform to this Agreement, YouTube may investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Submission, which it reserves the right to do at any time. For clarity, YouTube does not permit copyright infringing activities on its Website, and reserves the right to terminate access to the Website, and remove all Content submitted, by any persons who are found to be repeat infringers.

D. In particular, if you are a copyright owner or an agent thereof, and believe that any User Submission infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing: (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (b) identification of the copyrighted work(s) that you claim has been infringed; (c) identification of the specific User Submission(s) alleged to be infringing, including information reasonably sufficient to permit YouTube to identify and locate the material on the YouTube Website; (d) information reasonably sufficient to permit YouTube to contact you, such as your name, address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. YouTube's designated Copyright Agent to receive notifications of claimed infringement is: [copyright@youtube.com] For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support and other communications should be directed to YouTube customer service through <http://www.youtube.com/contact.php>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E. You understand that when using the YouTube Website you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. YouTube permits you to link to Your own User Submissions hosted on the website or User Submissions of other third parties available on the Website, for personal, non-commercial purposes only. In addition, YouTube provides an "Embeddable Player" feature, in which you can incorporate certain User Submissions on your own personal, non-commercial websites, provided that you include a prominent link back to the YouTube website on the pages containing the Embeddable Player. You understand that the User Submissions, whether or not linked or embedded into other web sites, are provided to You only on an as-available basis, and YouTube does not guarantee that their availability will be uninterrupted or bug free. YouTube reserves the right to discontinue any aspect to the YouTube Website at any time, including discontinue any linked or embedded Content either generally or in specific cases.

6. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

8. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including

without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the YouTube Website.


9. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age or, an emancipated minor or, possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13.

10. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. This Agreement, together with the Privacy Policy at <http://www.YouTube.com/privacy.php> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YouTube reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review the Agreement for any changes. Your use of the YouTube Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms

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Schapiro Exhibit 67

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

VIACOM INTERNATIONAL, INC., COMEDY :
PARTNERS, COUNTRY MUSIC TELEVISION, :
INC., PARAMOUNT PICTURES :
CORPORATION, AND BLACK :
ENTERTAINMENT TELEVISION, LLC, : CASE NO.
: 07-CV-2203
Plaintiffs, :
vs. :
YOUTUBE, INC., YOUTUBE, LLC, AND :
GOOGLE, INC., :
:
Defendants. :

Videotaped deposition of DEBORAH
KADETSKY, taken on behalf of the Defendants, in
the above-entitled matter before Suzanne Stotz,
a Certified Shorthand Reporter (License No.
1845) and Notary Public of the State of New
York, taken at the offices of MAYER BROWN, LLP,
1675 Broadway, New York, New York, on Tuesday,
August 18, 2009, commencing at 10:08 a.m.

JOB No. 17414

APPEARANCES OF COUNSEL

FOR PLAINTIFFS:

SHEARMAN & STERLING, LLP
BY: KIRSTEN CUNHA, ESQ.
And
BY: JEENA SHAH, ESQ.
599 Lexington Avenue
New York, New York 10022-6069
212-848-4000
kirsten.cunha@shearman.com
jeena.shah@shearman.com

FOR DEFENDANTS YOUTUBE and GOOGLE:

MAYER BROWN, LLP
BY: ANDREW H. SCHAPIRO, ESQ.
And
BY: CHRISTINE M. HERNANDEZ, ESQ.
1675 Broadway
New York, New York 10019-5820
212-506-2672
aschapiro@mayerbrown.com
chernandez@mayerbrown.com

ALSO PRESENT:

Salleen Browne, Videographer

1 11:03:35 VH1 branding, should be on a clip that you seed
2 11:03:38 to YouTube?
3 11:03:39 A. There would be conversations about
4 11:03:41 it, yes.
5 11:03:42 Q. Do you recall whether Michael
6 11:03:45 Hirschorn sometimes advocated having less
7 11:03:48 branding?
8 11:03:50 A. He was often interested in that
9 11:03:54 direction, yes.
10 11:03:57 Q. How come?
11 11:03:59 MS. CUNHA: Objection.
12 11:04:00 A. I can't speak to why he would
13 11:04:03 suggest it.
14 11:04:04 Q. Did he ever tell you why, that you
15 11:04:06 can remember?
16 11:04:07 A. No.
17 11:04:11 Q. And you didn't ask?
18 11:04:13 A. I just offered my opinion on how it
19 11:04:16 should be handled.
20 11:04:17 Q. I'm going to ask you to take a look
21 11:04:21 at Exhibit 7.
22 11:04:21 (Whereupon Exhibit No. 7, E-mail
23 11:04:21 chain Bates number VIA 10406091 and VIA
24 11:05:02 10406092, was marked for identification.)
25 11:05:02 A. Okay.

1 11:05:03 Q. This e-mail, which was produced by
2 11:05:06 Viacom in this litigation, appears to be an
3 11:05:10 exchange between you and someone whose e-mail
4 11:05:19 name is VH1MarkIntern. Is that the intern that
5 11:05:26 you referred to earlier?

6 11:05:26 A. This is a generic account that all
7 11:05:29 of our interns use.

8 11:05:30 Q. So the person using VH1MarkIntern
9 11:05:36 would have been an intern of some kind at VH1?

10 11:05:39 A. Yes.

11 11:05:43 Q. And does this reflect the postings
12 11:05:49 that you mentioned earlier in your testimony by
13 11:05:55 an intern to an intern's account?

14 11:05:58 A. I don't remember specifically.

15 11:05:59 Q. So the intern writes to you, "Here
16 11:06:05 is a list of sites that I have joined to be
17 11:06:10 able to post the video. There are a lot of
18 11:06:14 sites that allow me to upload videos that I
19 11:06:17 have seen but not yet joined." Do you recall
20 11:06:21 receiving this e-mail?

21 11:06:22 A. Not specifically, no, but I see
22 11:06:25 that it was clearly sent to me.

23 11:06:26 Q. And there is an attachment, which I
24 11:06:29 think we don't have here, but there appears to
25 11:06:33 be an attachment called Flavor of Love

1 11:06:35 sites.XLS. Do you know what the XLS extension
2 11:06:41 on a file signifies?
3 11:06:44 A. Excel.
4 11:06:46 Q. It signifies a spreadsheet?
5 11:06:50 A. Yes.
6 11:06:51 Q. And would people working for you
7 11:06:53 sometimes send you information on spreadsheets?
8 11:06:56 A. Yes.
9 11:06:57 Q. And is it a fair inference that the
10 11:06:59 intern is giving you a list of some sites that
11 11:07:03 he has joined to be able to post the Flavor of
12 11:07:07 Love, to post some Flavor of Love material?
13 11:07:10 A. I believe that to be true, yes.
14 11:07:12 Q. And you asked him for an updated
15 11:07:19 list of the sites he promoted clip number one
16 11:07:23 on, correct?
17 11:07:24 A. Yes.
18 11:07:24 Q. You don't happen to remember what
19 11:07:26 clip number one was, do you?
20 11:07:27 A. Not even close.
21 11:07:29 Q. And he then sends you in response a
22 11:07:36 list of several web addresses, correct?
23 11:07:43 A. Yes.
24 11:07:44 Q. So he lists YouTube, correct?
25 11:07:49 A. Yes.

1 11:07:49 Q. MySpace, correct?

2 11:07:51 A. Yes.

3 11:07:51 Q. Dailymotion?

4 11:07:52 A. Yes.

5 11:07:53 Q. Google?

6 11:07:54 A. Yes.

7 11:07:55 Q. vSocial?

8 11:07:56 A. Yes.

9 11:07:57 Q. StreamDump?

10 11:07:59 A. Yes.

11 11:08:01 Q. And he says, "These are the sites

12 11:08:03 that I have uploaded the video on," correct?

13 11:08:05 A. That is correct.

14 11:08:05 Q. And then he lists a bunch of other

15 11:08:09 sites and after saying, "I am currently

16 11:08:11 uploading it to these sites," and lists seven

17 11:08:15 or ten other sites, correct?

18 11:08:18 A. Yes.

19 11:08:22 Q. And as far as -- he says at the

20 11:08:24 beginning that he joined these sites to be able

21 11:08:28 to post the video, correct?

22 11:08:30 A. Yes.

23 11:08:30 Q. But he had your authority to do

24 11:08:32 that, correct?

25 11:08:32 A. Yes.

1 11:08:33 Q. And he was not acting outside the
2 11:08:40 scope of his duties when he did this, correct?
3 11:08:43 A. No.
4 11:08:43 Q. And he cleared it with you?
5 11:08:45 A. Yes.
6 11:08:48 Q. So the videos that he posted were
7 11:08:50 to YouTube, for example, were authorized to be
8 11:08:54 there, correct?
9 11:08:55 A. I believe so.
10 11:08:56 Q. And he was not using the VH1
11 11:08:59 account, correct?
12 11:09:01 MS. CUNHA: Objection to form.
13 11:09:02 A. I don't believe we had a VH1
14 11:09:05 account yet at this point.
15 11:09:06 Q. Do you know the name of the account
16 11:09:08 that he used?
17 11:09:10 A. I am not certain, but I believe it
18 11:09:12 to be that reaction 2006 account.
19 11:09:24 MR. SCHAPIRO: Why don't we take a
20 11:09:26 five or ten-minute break?
21 11:09:28 THE VIDEOGRAPHER: The time is
22 11:09:30 11:09 a.m. on August 18, 2009, and this
23 11:09:33 completes tape number one.
24 11:09:33 (Whereupon a short break was
25 11:14:19 taken.)

1 11:30:22 THE VIDEOGRAPHER: The time is
2 11:30:23 11:30 a.m. on August 18, 2009, and this is
3 11:30:28 tape number two.
4 11:30:34 Q. I'm going to show you an e-mail
5 11:30:36 that was produced by Viacom in this litigation.
6 11:30:39 MR. SCHAPIRO: I'll ask that it be
7 11:30:40 marked as Exhibit 8.
8 11:30:40 (Whereupon Exhibit No. 8, E-mail
9 11:30:40 chain Bates number VIA 10405377 and VIA
10 11:31:39 10405378, was marked for identification.)
11 11:31:39 A. Okay.
12 11:31:40 Q. So this is an example, isn't it, of
13 11:31:51 you leaking a clip virally before a show airs?
14 11:31:57 MS. CUNHA: Objection.
15 11:32:00 A. I don't recall the specific
16 11:32:13 incident, so I can only refer to what's in this
17 11:32:15 e-mail. It looks to me like it went up the day
18 11:32:22 before.
19 11:32:22 Q. And this refers to the Wendy
20 11:32:28 Williams show; is that correct?
21 11:32:30 A. According to the e-mail.
22 11:32:31 Q. Is Wendy Williams a VH1 show?
23 11:32:34 A. Yes, this one was.
24 11:32:42 Q. You considered YouTube a platform
25 11:33:07 that gave you a lot of exposure to an audience

1 12:15:19 Q. Was that an unusual thing for
2 12:15:21 someone internal at MTV Networks to release
3 12:15:26 upcoming episodes of a VH1 show?
4 12:15:29 A. Sure, that was unusual.
5 12:15:31 Q. And celeb reality Flavor Flav was a
6 12:15:34 VH1 show?
7 12:15:36 A. Probably. There is not enough
8 12:15:39 description for me to think otherwise, but I am
9 12:15:41 not sure.
10 12:15:42 Q. One of the people at YouTube who
11 12:15:44 was on this chain is someone named Zahavah
12 12:15:47 Levine. Have you ever heard that name?
13 12:15:49 A. I haven't.
14 12:15:50 Q. She says, "We will take it down
15 12:15:52 right away." And then somehow you end up on
16 12:15:56 this chain.
17 12:15:59 A. I have no idea.
18 12:16:00 Q. Can you think of why someone would
19 12:16:01 have included you on this?
20 12:16:03 A. I don't recognize any of these
21 12:16:04 other names.
22 12:16:06 Q. Well, Tony Carbone is there.
23 12:16:08 A. But not until after the Zahavah
24 12:16:12 e-mail. Perhaps they thought I could help
25 12:16:18 escalate their request. I don't know.

1 12:16:20 Q. So you sent an FYI?

2 12:16:23 A. Yes.

3 12:16:23 Q. To all the people listed here,

4 12:16:26 including Tina Imm, Jeff Olde, Tony Carbone,

5 12:16:30 saying, "FYI, folks, it looks like the video

6 12:16:33 has been officially removed."

7 12:16:35 A. Yes.

8 12:16:35 Q. And then Adam Cahan sent something

9 12:16:38 to YouTube saying, "Really appreciate the

10 12:16:41 speedy action here. Goes a long way with our

11 12:16:42 programmers. Owe you one." Smiley. Is that

12 12:16:45 consistent with your experience with YouTube?

13 12:16:47 A. Yes.

14 12:16:48 Q. And is this an instance where

15 12:16:56 apparently someone internally put up some

16 12:16:59 Viacom material that shouldn't have gone out?

17 12:17:06 A. Just by reading this e-mail, it

18 12:17:08 seems to be that way, but I wasn't aware of who

19 12:17:11 that person was or the situation.

20 12:17:13 Q. Now, just because a video had some

21 12:17:55 of the promotional elements that you described,

22 12:17:57 like a call to tune in, that doesn't mean that

23 12:18:02 the clip itself is authorized to be on YouTube,

24 12:18:04 does it?

25 12:18:05 A. Not necessarily.

1 12:18:39 MR. SCHAPIRO: Exhibit 17.
2 12:18:39 (Whereupon Exhibit No. 17, E-mail
3 12:18:39 chain Bates number VIA 10405260, was
4 12:18:42 marked for identification.)
5 12:18:42 Q. This is an e-mail chain. It is
6 12:18:48 ultimately between you and Sonia Ocasio. I
7 12:18:52 will give you a minute to read it.
8 12:18:54 A. Okay. Okay.
9 12:19:19 Q. And the second from the top
10 12:19:25 Ms. Ocasio, am I pronouncing that right?
11 12:19:28 A. Yes.
12 12:19:28 Q. Asks you, "Who do you think is,"
13 12:19:30 and then there is a URL for what seems to be a
14 12:19:34 YouTube user PJoseph73. It says, "Who do you
15 12:19:38 think is PJoseph73? He puts up all of our VH1
16 12:19:43 promos. And you answer, "Good question. I
17 12:19:45 have no idea." As you sit here today, do you
18 12:19:50 have any idea who PJoseph73 is?
19 12:19:53 A. I don't.
20 12:19:54 Q. If you wanted to find out whether
21 12:19:56 PJoseph73 had authority to put up those promos
22 12:20:00 or not, what would you do?
23 12:20:06 MS. CUNHA: Objection to form.
24 12:20:12 A. I've never gone through that
25 12:20:14 process, so I don't know.

Schapiro Exhibit 68

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

VIACOM INTERNATIONAL INC.,)	
COMEDY PARTNERS,)	
COUNTRY MUSIC TELEVISION, INC.,)	
PARAMOUNT PICTURES)	
COPORATION,)	Case No. 1:07-CV-2103-LLS
and BLACK ENTERTAINMENT)	(Related Case No. 1:07-cv-03582 (LLS))
TELEVISION LLC,)	
)	
Plaintiffs,)	
)	
v.)	
)	
YOUTUBE, INC., YOUTUBE, LLC, and)	
GOOGLE INC.,)	
)	
Defendants.)	
)	

**PLAINTIFFS VIACOM INTERNATIONAL INC. ET AL.'S RESPONSES TO
DEFENDANTS' FIRST SET OF REQUESTS FOR ADMISSION**

Plaintiffs Viacom International Inc. et al. ("Viacom") respond to Defendants First Set of Requests for Admission ("RFAs") as follows.

GENERAL OBJECTIONS

The following General Objections to the RFAs are incorporated by reference into each of Viacom's responses below.

1. Viacom objects to each RFA to the extent it seeks to elicit information protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege or immunity.
2. Viacom objects to each RFA to the extent it seeks to elicit Viacom's opinion as opposed to facts.

3. Viacom objects to each RFA to the extent it seeks to impose obligations or requirements beyond those imposed by the Federal Rules of Civil Procedure, the Local Rules of the Southern District of New York, or the applicable standing orders and orders of this Court.

4. Viacom objects to each RFA to the extent it sets forth compound, conjunctive, or disjunctive statements.

5. Viacom objects to each RFA to the extent it is unduly burdensome and seeks information not relevant to the above-captioned litigation.

6. Viacom objects to the definitions of “Viacom,” “You,” and “Your” to the extent that they are vague, ambiguous, overly broad, and unduly burdensome.

7. Viacom objects to the definition of “Accused Clip” as compound, vague, and ambiguous. To the extent that it includes clips that are not the subject of allegations of infringement in this litigation, Viacom further objects to that definition as overly broad, unduly burdensome, and not reasonably related to the claims or defenses at issue. Hereafter, Viacom uses the term “Clips In Suit” to refer to the clips that are actually at issue in this litigation, as identified in Viacom’s Works In Suit Disclosure of October 15, 2009.

8. Viacom objects to the use of the phrase “DMCA Takedown Notice” as vague, ambiguous, and calling for a legal conclusion. For the purposes of these Responses, Viacom construes that phrase to refer to any notice alleging copyright infringement and requesting the removal of material.

9. Viacom objects to the use of the phrase “at all relevant times” as vague and ambiguous.

10. In objecting to Defendants’ First Set of Requests for Admission, Viacom does not in any way waive or intend to waive but, rather, intends to preserve and are preserving:

- a. all objections as to competency, relevancy, materiality, privilege and admissibility of evidence for any purpose of any information or document, or the subject matter thereof, in the trial of this or any other action or subsequent proceedings;
- b. the right to object to the use of any information or document, or the subject matter thereof, in the trial of this or any other action or subsequent proceedings;
- c. the right to elicit appropriate evidence, beyond the responses themselves, regarding the subjects referred to in or in response to any RFA; and
- d. the right at any time to correct, supplement, or clarify any of the objections or responses.

11. These general objections are incorporated by reference into each of Viacom's Responses set forth below.

RESPONSES AND OBJECTIONS TO SPECIFIC REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that at all relevant times YouTube was a "service provider" as that term is used in 17 U.S.C. § 512(k)(1)(B).

Admit that YouTube is a "service provider" as that term is used in 17 U.S.C. § 512(k)(1)(B). For purposes of clarity, Viacom denies that YouTube is or ever has been a "service provider" as that term is used in 17 U.S.C. § 512(k)(1)(A).

REQUEST FOR ADMISSION NO. 2:

Admit that at all relevant times, YouTube stored material "at the direction of a user" as that phrase is used in 17 U.S.C. § 512(c)(1).

Deny.

REQUEST FOR ADMISSION NO. 3:

Admit that the material You allege to infringe Your copyrights in this case was stored on the youtube.com service “at the direction of a user” as that phrase is used in 17 U.S.C. § 512(c)(1).

Deny.

REQUEST FOR ADMISSION NO. 4:

Admit that all of Your copyright infringement claims in this action allege infringement of copyrights “by reason of the storage at the direction of a user” of material that resides on a system or network controlled or operated by or for YouTube, as set forth in 17 U.S.C. § 512(c)(1).

Deny.

REQUEST FOR ADMISSION NO. 5:

Admit that at all relevant times, YouTube had “designated an agent to receive notifications of claimed infringement” as set forth in 17 U.S.C. § 512(c)(2).

Deny.

REQUEST FOR ADMISSION NO. 6:

Admit that on every occasion that You sent YouTube a DMCA Takedown Notice relating to an Accused Clip, YouTube responded “expeditiously,” as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the material claimed to be infringing.

Deny.

REQUEST FOR ADMISSION NO. 7:

Admit that on every occasion that You sent YouTube a DMCA Takedown Notice relating to an Accused Clip, YouTube responded within seventy-two business hours to remove or disable access to the material claimed to be infringing.

Deny.

REQUEST FOR ADMISSION NO. 8:

Admit that for all of the Accused Clips, prior to receiving a DMCA Takedown Notice from You identifying those specific clips, YouTube did not have “actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(c)(1)(A)(i).

Deny.

REQUEST FOR ADMISSION NO. 9:

Admit that on no occasion did YouTube fail to expeditiously remove or disable access to an Accused Clip to the extent YouTube became aware of facts or circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(c)(1)(A)(ii).

Deny.

REQUEST FOR ADMISSION NO. 10:

Admit that YouTube lacked the right and ability to control the infringing activity alleged by You in this case, as described in 17 U.S.C. § 512(c)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 11:

Admit that YouTube did not receive a financial benefit directly attributable to the infringing activity alleged by You in this case, as described in 17 U.S.C. § 512(c)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 12:

Admit that at all relevant times, access to and use of the youtube.com service was provided to users by YouTube free and without charge.

Viacom objects to this RFA on the ground that the terms “access to,” “use of,” and “users” are vague, ambiguous, and potentially cover a broad range of activities. Subject to and without waiving that objection, Viacom admits that users can watch videos on YouTube free and without charge, but denies this RFA in all other respects.

REQUEST FOR ADMISSION NO. 13:

Admit that at all relevant times YouTube had adopted and reasonably implemented, and informed its subscribers and account holders of, a policy that provides for the termination in appropriate circumstances of subscribers and account holders of YouTube who were repeat infringers, as described in 17 U.S.C. § 512(i)(1)(A).

Deny.

REQUEST FOR ADMISSION NO. 14:

Admit that at no time relevant to this lawsuit have there been any “standard technical measures” in existence as that term is defined in 17 U.S.C. §§ 512(i)(1)(B) and 512(i)(2).

Deny.

REQUEST FOR ADMISSION NO. 15:

Admit that You do not claim in this case that YouTube failed to comply with 17 U.S.C. §§ 512(i)(1)(B) (*i.e.*, YouTube accommodates and not interfere with “standard technical measures” to the extent any exist).

Deny.

REQUEST FOR ADMISSION NO. 16:

Admit that You have uploaded videos to the youtube.com service.

Viacom denies that it uploaded to youtube.com any of the Clips In Suit. Viacom admits that it uploaded a small number of trailers and other promotional videos that are not at issue in this litigation and that such uploads were generally performed with Defendants' knowledge and encouragement.

REQUEST FOR ADMISSION NO. 17:

Admit that You have uploaded videos to the youtube.com service for marketing and promotional purposes.

Viacom denies that it uploaded to youtube.com any of the Clips in Suit for any purpose, including marketing and promotional purposes. Viacom admits that it uploaded a small number of trailers and other promotional videos that are not at issue in this litigation and that such uploads were generally performed with Defendants' knowledge and encouragement.

REQUEST FOR ADMISSION NO. 18:

Admit that, with respect to some videos uploaded or authorized to be uploaded by You to the youtube.com service, You intentionally concealed the fact that the uploading of the videos was done by You or at Your direction.

Deny.

REQUEST FOR ADMISSION NO. 19:

Admit that one or more of the Accused Clips were uploaded by You to the youtube.com service.

Viacom denies this RFA as to the Clips In Suit. Viacom further denies that it uploaded any of the clips listed by URL in Attachment A.

REQUEST FOR ADMISSION NO. 20:

Admit that the presence on the youtube.com website of videos embodying the Works in Suit can have the effect of increasing consumer demand for those works.

Viacom objects to this RFA on the grounds that it is vague, ambiguous, and an incomplete hypothetical. Subject to that objection, deny.

REQUEST FOR ADMISSION NO. 21:

Individually for each Accused Clip, admit that the Accused Clip was uploaded to YouTube by You or by a third party with Your authorization.

Viacom denies this RFA as to the Clips In Suit. Viacom further denies that it uploaded any of the clips listed by URL in Attachment A.

REQUEST FOR ADMISSION NO. 22:

Admit that You created the account “Paraccount” on the YouTube service and used it to upload Your copyrighted material to YouTube.

Admit.

REQUEST FOR ADMISSION NO. 23:

Admit that You created the account “VH1 staff” on the YouTube service and used it to upload Your copyrighted material to YouTube.

Admit.

REQUEST FOR ADMISSION NO. 24:

Admit that You created the account “ParamountVantage” on the YouTube service and used it to upload Your copyrighted material to YouTube.

Admit.

REQUEST FOR ADMISSION NO. 25:

Admit that You created the account “MTV2” on the YouTube service and used it to upload Your copyrighted material to YouTube.

Deny as to creation, admit as to use.

REQUEST FOR ADMISSION NO. 26:

Admit that You created the account “SpikeTV” on the YouTube service and used it to upload Your copyrighted material to YouTube.

Admit.

REQUEST FOR ADMISSION NO. 27:

Admit that You created the account “ParamountClassics” on the YouTube service and used it to upload Your copyrighted material to YouTube.

Admit.

REQUEST FOR ADMISSION NO. 28:

Admit that You created the account “MTV2AllThatRocks” on the YouTube service and used it to upload Your copyrighted material to YouTube.

Admit.

REQUEST FOR ADMISSION NO. 29:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Thatsfunny”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 30:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Thatisalsofunny”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 31:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Thatsnotfunny”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 32:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “BroadwayJoe”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 33:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “BroadwayJoe415”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 34:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “PinkStrawberry”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 35:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “PinkStrawberry1”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 36:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “ParkMyVibe”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 37:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “FiveChemical”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 38:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “FunFunFunnyVideo”.

Deny.

REQUEST FOR ADMISSION NO. 39:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “strangewildernessuk”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 40:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “cuongnyc”.

Deny.

REQUEST FOR ADMISSION NO. 41:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “skippynyc”.

Deny.

REQUEST FOR ADMISSION NO. 42:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “mosjef73”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 43:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “keithhn”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 44:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “MysticalGirl8”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 45:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “veehonerockz”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 46:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “qpittman”.

Deny.

REQUEST FOR ADMISSION NO. 47:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “inmundo”.

Deny.

REQUEST FOR ADMISSION NO. 48:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “mtvnewsinterns”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 49:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “MTVSneakAttack”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 50:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “UTubeVJ”.

Deny.

REQUEST FOR ADMISSION NO. 51:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “bestclips”.

Deny.

REQUEST FOR ADMISSION NO. 52:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “SpacePrince72”.

Deny.

REQUEST FOR ADMISSION NO. 53:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “kdolak42”.

Deny.

REQUEST FOR ADMISSION NO. 54:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “thinkmtv”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 55:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “panelistclips”.

Deny.

REQUEST FOR ADMISSION NO. 56:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “NMarketing”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 57:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “bestweekever”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 58:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “beheard”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 59:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “HotRodMovie”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 60:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “PeachesLarue”.

Deny.

REQUEST FOR ADMISSION NO. 61:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Demansr”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 62:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Reaction2006”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 63:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Wiredset”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 64:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Isitfridayet”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 65:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “snackboard”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 66:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “gossipgirl40”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 67:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “fanscapevideos”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 68:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “Damonjohnson”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 69:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “jerseymouth1”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 70:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “BadBoyRecords”.

Deny.

REQUEST FOR ADMISSION NO.71:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “blacktreemedia”.

Deny.

REQUEST FOR ADMISSION NO. 72:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “bpfrecords”.

Deny.

REQUEST FOR ADMISSION NO. 73:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “CBS”.

Deny.

REQUEST FOR ADMISSION NO. 74:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “freeforlife112”.

Deny.

REQUEST FOR ADMISSION NO. 75:

Admit that You authorized your copyrighted material to be uploaded to YouTube under the account name “FutureWorld77”.

Deny.

REQUEST FOR ADMISSION NO. 76:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “irenemariemodels”.

Deny.

REQUEST FOR ADMISSION NO. 77:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “ladyfragment”.

Deny.

REQUEST FOR ADMISSION NO. 78:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “laurenceegibbs”.

Deny.

REQUEST FOR ADMISSION NO. 79:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “LiberalViewer”.

Deny.

REQUEST FOR ADMISSION NO. 80:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “ParamountPictures”.

Deny.

REQUEST FOR ADMISSION NO. 81:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “ParamountGermany”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 82:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “ParamountViacom”.

Deny.

REQUEST FOR ADMISSION NO. 83:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “ParamountVantage”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 84:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “dreamworksfansite”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 85:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “waytblue”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 86:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “HotRodMovie”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 87:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “tastefullymine”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 88:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “waytobluefrance”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 89:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “BrienTA”.

Deny.

REQUEST FOR ADMISSION NO. 90:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “eibrandedcontent”.

Deny.

REQUEST FOR ADMISSION NO. 91:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “hostiltakeoverbank”.

Deny.

REQUEST FOR ADMISSION NO. 92:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “StrangersWCandyMovie”.

Deny.

REQUEST FOR ADMISSION NO. 93:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “powermadeak47dotcom”.

Deny.

REQUEST FOR ADMISSION NO. 94:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “powmadeak47”.

Deny.

REQUEST FOR ADMISSION NO. 95:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “reno9112miami”.

Deny.

REQUEST FOR ADMISSION NO. 96:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “shishka”.

Deny.

REQUEST FOR ADMISSION NO. 97:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “themoviemonkey”.

Deny.

REQUEST FOR ADMISSION NO. 98:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “thesparksfly”.

Deny.

REQUEST FOR ADMISSION NO. 99:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “TNAwrestling”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 100:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “txcany”.

Deny.

REQUEST FOR ADMISSION NO.101:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “victorweb”.

Deny.

REQUEST FOR ADMISSION NO. 102:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “vlogging”.

Deny.

REQUEST FOR ADMISSION NO. 103:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “schnebley”.

Deny.

REQUEST FOR ADMISSION NO. 104:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “universalmusicgroup”.

Deny.

REQUEST FOR ADMISSION NO. 105:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “bullrunvideo”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 106:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “bravenewfilms”.

Deny.

REQUEST FOR ADMISSION NO. 107:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “chu2007”.

Viacom admits that it or its authorized agents uploaded a specific clip or clips containing its copyrighted material to YouTube to this account, but otherwise denies.

REQUEST FOR ADMISSION NO. 108:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “livetorhyme88”.

Deny.

REQUEST FOR ADMISSION NO. 109:

Admit that You authorized Your copyrighted material to be uploaded to YouTube under the account name “globe427”.

Deny.

REQUEST FOR ADMISSION NO. 110:

Admit that You agreed to YouTube’s Terms of Service when You created accounts on the YouTube service.

Viacom objects that this RFA is vague and ambiguous with respect to the phrase “Terms of Service.” Subject to and without waiving those objections, Viacom admits that it agreed to YouTube’s Terms of Service in effect at the time when it created accounts on the YouTube service only with respect to videos uploaded by Viacom or its authorized agents to those accounts and insofar as the Terms of Service are legally enforceable and do not conflict with laws of intellectual property. Deny in all other respects.

REQUEST FOR ADMISSION NO. 111:

Admit that You expressly licensed YouTube under Your copyrights pertaining to all videos that You or Your agents uploaded to YouTube.

Viacom admits that it expressly granted a limited, revocable license only with respect to videos actually uploaded by Viacom or its authorized agents, which do not include any Clips In Suit. Deny in all other respects.

REQUEST FOR ADMISSION NO. 112:

Admit that prior to October 2006, You authorized all clips of the “The Daily Show” and the “Colbert Report” that were less than 5 minutes in length to remain on the YouTube service.

Deny.

REQUEST FOR ADMISSION NO. 113:

Admit that in October 2006, You authorized all clips of the “The Daily Show” and the “Colbert Report” that were less than 3 minutes in length to remain on the YouTube service.

Deny.

REQUEST FOR ADMISSION NO. 114:

Admit that in November 2006, You authorized all clips of the “The Daily Show” and the “Colbert Report” that were less than 2.5 minutes in length to remain on the YouTube service.

Deny.

REQUEST FOR ADMISSION NO. 115:

Individually for each Accused Clip, admit that You did not send a DMCA Takedown Notice to YouTube within one week of becoming aware of that clip’s presence on YouTube.

Viacom objects to this RFA on the ground that it purports to constitute over 63,000 separate Requests for Admission, one for each Clip In Suit. Viacom further objects to this RFA on the ground that, for the majority of Clips In Suit, Defendants have no good-faith basis for requesting an admission that Viacom did not send a takedown notice within one week of becoming aware of the clip’s presence on YouTube. Subject to and without waiving those objections, Viacom denies that for most of the Clips In Suit it did not send a takedown notice to YouTube within one week of becoming aware of that clip’s presence on YouTube.

REQUEST FOR ADMISSION NO. 116:

Individually for each Accused Clip, admit that You did not send a DMCA Takedown Notice to YouTube within one month of becoming aware of that clip’s presence on YouTube.

Viacom objects to this RFA on the ground that it purports to constitute over 63,000 separate Requests for Admission, one for each Clip In Suit. Viacom further objects to this RFA on the ground that, for the majority of Clips In Suit, Defendants have no good-faith basis for requesting an admission that Viacom did not send a takedown notice within one month of becoming aware of the clip's presence on YouTube. Subject to and without waiving those objections, Viacom denies that for most of the Clips In Suit it did not send a takedown notice to YouTube within one month of becoming aware of that clip's presence on YouTube.

REQUEST FOR ADMISSION NO. 117:

Individually for each Accused Clip, admit that You did not send a DMCA Takedown Notice to YouTube within two months of becoming aware of that clip's presence on YouTube.

Viacom objects to this RFA on the ground that it purports to constitute over 63,000 separate Requests for Admission, one for each Clip In Suit. Viacom further objects to this RFA on the ground that, for the majority of Clips In Suit, Defendants have no good-faith basis for requesting admissions that Viacom did not send a takedown notice within two months of becoming aware of the clip's presence on YouTube. Subject to and without waiving those objections, Viacom denies that for most of the Clips In Suit it did not send a takedown notice to YouTube within two months of becoming aware of that clip's presence on YouTube.

REQUEST FOR ADMISSION NO. 118:

Admit that as of July 1, 2006 Atom had "designated an agent to receive notifications of claimed infringement" as set forth in 17 U.S.C. § 512(c)(2).

Admit.

REQUEST FOR ADMISSION NO. 119:

Admit that as of July 1, 2006 Atom had provided to the Copyright Office substantially the information set forth in 17 U.S.C. § 512(c)(2)(A)-(B) for its designated agent to received notifications of claimed infringement.

Admit.

REQUEST FOR ADMISSION NO. 120:

Admit that as of July 1, 2006 the Register of Copyrights' directory of agents designated to receive notifications for claimed infringement included an agent for Atom designated by you.

Admit.

REQUEST FOR ADMISSION NO. 121:

Admit that as of July 1, 2006 Atom had stored material “at the direction of a user” as that phrase is used in 17 U.S.C. § 512(c)(1).

Viacom objects to this RFA on the ground that it is vague with respect to the scope of the activity referenced. Subject to and without waiving that objection, deny.

REQUEST FOR ADMISSION NO. 122:

Admit that as of July 1, 2006 Atom was a “service provider” as defined in 17 U.S.C. § 512(k)(1)(B).

Admit.

REQUEST FOR ADMISSION NO. 123:

Admit that as of July 1, 2006 Atom had received DMCA Takedown Notices with respect to material posted on Atom.

Viacom admits that, as of August 9, 2006, Atom had received one takedown notice for alleged copyright infringement with regard to material posted on Atom.

REQUEST FOR ADMISSION NO. 124:

Admit that as of July 1, 2006, on every occasion that Atom had received a DMCA Takedown Notice, it responded “expeditiously,” as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the allegedly infringing material.

Admit.

REQUEST FOR ADMISSION NO. 125:

Admit that as of July 1, 2006, prior to receiving a DMCA Takedown Notice concerning user-uploaded material on Atom, Atom did “not have actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(c)(1)(A)(i).

Admit.

REQUEST FOR ADMISSION NO. 126:

Admit that as of July 1, 2006, prior to receiving a DMCA Takedown Notice concerning user-uploaded material posted on Atom, Atom was not aware of facts or circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(c)(1)(A)(ii).

Admit.

REQUEST FOR ADMISSION NO. 127:

Admit that as of July 1, 2006, with respect to user-uploaded material posted on Atom for which Atom had received a DMCA Takedown Notice, Atom did not have the right and ability to control the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 128:

Admit that as of July 1, 2006, with respect to user-uploaded material posted on Atom for which Atom has received a DMCA Takedown Notice, Atom did not receive a

financial benefit directly attributable to the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Viacom does not have enough information to determine whether alleged infringing clips on Atom were a draw for users, and therefore does not have information sufficient to admit or deny.

REQUEST FOR ADMISSION NO. 129:

Admit that as of July 1, 2006, Atom had adopted and reasonably implemented, and informed subscribers and account holders of Atom of, a policy that provided for the termination in appropriate circumstances of its subscribers and account holders who were repeat infringers, as described in 17 U.S.C. § 512(1)(1)(A).

Admit.

REQUEST FOR ADMISSION NO. 130:

Admit that as of July 1, 2006, Atom accommodated and did not interfere with “standard technical measures” as defined in 17 U.S.C. §§ 512(i)(1)(8) and 512(i)(2).

Admit.

REQUEST FOR ADMISSION NO. 131:

Admit that as of November 1, 2006 Atom had “designated an agent to receive notifications of claimed infringement” as set forth in 17 U.S.C. § 512(c)(2).

Admit.

REQUEST FOR ADMISSION NO. 132:

Admit that as of November 1, 2006 Atom had provided to the Copyright Office substantially the information set forth in 17 U.S.C. § 512(c)(2)(A)-(B) for its designated agent to received notifications of claimed infringement.

Admit.

REQUEST FOR ADMISSION NO. 133:

Admit that as of November 1, 2006 the Register of Copyrights' directory of agents designated to receive notifications for claimed infringement included an agent for Atom designated by you.

Admit.

REQUEST FOR ADMISSION NO. 134:

Admit that as of November 1, 2006 Atom had stored material "at the direction of a user" as that phrase is used in 17 U.S.C. § 512(c)(I).

Viacom objects to this RFA on the ground that it is vague with respect to the scope of the activity referenced. Subject to and without waiving that objection, deny.

REQUEST FOR ADMISSION NO. 135:

Admit that as of November 1, 2006 Atom was a "service provider" as defined in 17 U.S.C. § 512(k)(I)(B).

Admit.

REQUEST FOR ADMISSION NO. 136:

Admit that as of November 1, 2006 Atom had received DMCA Takedown Notices with respect to material posted on Atom.

Viacom admits that, as of November 1, 2006, Atom had received ten or fewer takedown notices for alleged copyright infringement with regard to material posted on Atom.

REQUEST FOR ADMISSION NO. 137:

Admit that as of November 1, 2006, on every occasion that Atom had received a DMCA Takedown Notice, it responded "expeditiously," as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the allegedly infringing material.

Admit.

REQUEST FOR ADMISSION NO. 138:

Admit that as of November 1, 2006, prior to receiving a DMCA Takedown Notice concerning user-uploaded material on Atom, Atom did “not have actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(c)(1)(A)(i).

Admit.

REQUEST FOR ADMISSION NO. 139:

Admit that as of November 1, 2006, prior to receiving a DMCA Takedown Notice concerning user-uploaded material posted on Atom, Atom was not aware of facts or circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(c)(1)(A)(ii).

Admit.

REQUEST FOR ADMISSION NO. 140:

Admit that as of November 1, 2006, with respect to user-uploaded material posted on Atom for which Atom had received a DMCA Takedown Notice, Atom did not have the right and ability to control the infringing activity, as described in 17 U.S.C. § 512(e)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 141:

Admit that as of November 1, 2006, with respect to user-uploaded material posted on Atom for which Atom has received a DMCA Takedown Notice, Atom did not receive a financial benefit directly attributable to the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Viacom does not have enough information to determine whether alleged infringing clips on Atom were a draw for users, and therefore does not have information sufficient to admit or deny.

REQUEST FOR ADMISSION NO. 142:

Admit that as of November 1, 2006, Atom had adopted and reasonably implemented, and informed subscribers and account holders of Atom of, a policy that provided for the termination in appropriate circumstances of its subscribers and account holders who were repeat infringers, as described in 17 U.S.C. § 512(i)(1)(A).

Admit.

REQUEST FOR ADMISSION NO. 143:

Admit that as of November 1, 2006, Atom accommodated and did not interfere with “standard technical measures” as defined in 17 U.S.C. §§ 512(i)(1)(B) and 512(i)(2).

Admit.

REQUEST FOR ADMISSION NO. 144:

Admit that as of March 13, 2007 Atom had “designated an agent to receive notifications of claimed infringement” as set forth in 17 U.S.C. § 512(c)(2).

Admit.

REQUEST FOR ADMISSION NO. 145:

Admit that as of March 13, 2007 Atom had provided to the Copyright Office substantially the information set forth in 17 U.S.C. § 512(c)(2)(A)-(B) for its designated agent to received notifications of claimed infringement.

Admit.

REQUEST FOR ADMISSION NO. 146:

Admit that as of March 13, 2007 the Register of Copyrights’ directory of agents designated to receive notifications for claimed infringement included an agent for Atom designated by you.

Admit.

REQUEST FOR ADMISSION NO. 147:

Admit that as of March 13, 2007 Atom had stored material “at the direction of a user” as that phrase is used in 17 U.S.C. § 512(c)(l).

Viacom objects to this RFA on the ground that it is vague with respect to the scope of the activity referenced. Subject to and without waiving that objection, deny.

REQUEST FOR ADMISSION NO. 148:

Admit that as of March 13, 2007 Atom was a “service provider” as defined in 17 U.S.C. § 512(k)(1)(B).

Admit.

REQUEST FOR ADMISSION NO. 149:

Admit that as of March 13, 2007 Atom had received DMCA Takedown Notices with respect to material posted on Atom.

Viacom admits that, as of March 13, 2007, Atom had received ten or fewer takedown notices for alleged copyright infringement with regard to material posted on Atom.

REQUEST FOR ADMISSION NO. 150:

Admit that as of March 13, 2007, on every occasion that Atom had received a DMCA Takedown Notice, it responded “expeditiously,” as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the allegedly infringing material.

Admit.

REQUEST FOR ADMISSION NO. 151:

Admit that as of March 13, 2007, prior to receiving a DMCA Takedown Notice concerning user-uploaded material on Atom, Atom did “not have actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(e)(1)(A)(i).

Admit.

REQUEST FOR ADMISSION NO. 152:

Admit that as of March 13, 2007, prior to receiving a DMCA Takedown Notice concerning user-uploaded material posted on Atom, Atom was not aware of facts or circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(c)(1)(A)(ii).

Admit.

REQUEST FOR ADMISSION NO. 153:

Admit that as of March 13, 2007, with respect to user-uploaded material posted on Atom for which Atom had received a DMCA Takedown Notice, Atom did not have the right and ability to control the infringing activity, as described in 17 U.S.C. § 512(c)(1)(8).

Deny.

REQUEST FOR ADMISSION NO. 154:

Admit that as of March 13, 2007, with respect to user-uploaded material posted on Atom for which Atom has received a DMCA Takedown Notice, Atom did not receive a financial benefit directly attributable to the infringing activity, as described in 17 U.S.C. § 512(c)(1)(8).

Viacom does not have enough information to determine whether alleged infringing clips on Atom were a draw for users, and therefore does not have information sufficient to admit or deny.

REQUEST FOR ADMISSION NO. 155:

Admit that as of March 13, 2007, Atom had adopted and reasonably implemented, and informed subscribers and account holders of Atom of, a policy that provided for the termination in appropriate circumstances of its subscribers and account holders who were repeat infringers, as described in 17 U.S.C. § 512(i)(1)(A).

Admit.

REQUEST FOR ADMISSION NO. 156:

Admit that as of March 13, 2007, Atom accommodated and did not interfere with “standard technical measures” as defined in 17 U.S.C. §§ 512(i)(1)(B) and 512(i)(2).

Admit.

REQUEST FOR ADMISSION NO. 157:

Admit that as of July 1, 2007 Atom had “designated an agent to receive notifications of claimed infringement” as set forth in 17 U.S.C. § 512(c)(2).

Admit.

REQUEST FOR ADMISSION NO. 158:

Admit that as of July 1, 2007 Atom had provided to the Copyright Office substantially the information set forth in 17 U.S.C. § 512(c)(2)(A)-(B) for its designated agent to received notifications of claimed infringement.

Admit.

REQUEST FOR ADMISSION NO. 159:

Admit that as of July 1, 2007 the Register of Copyrights’ directory of agents designated to receive notifications for claimed infringement included an agent for Atom designated by you.

Admit.

REQUEST FOR ADMISSION NO. 160:

Admit that as of July 1, 2007 Atom had stored material “at the direction of a user” as that phrase is used in 17 U.S.C. § 512(c)(1).

Viacom objects to this RFA on the ground that it is vague with respect to the scope of the activity referenced. Subject to and without waiving that objection, deny.

REQUEST FOR ADMISSION NO. 161:

Admit that as of July 1, 2007 Atom was a “service provider” as defined in 17 U.S.C. § 512(k)(1)(B).

Admit.

REQUEST FOR ADMISSION NO. 162:

Admit that as of July 1, 2007 Atom had received DMCA Takedown Notices with respect to material posted on Atom.

Viacom admits that, as of July 1, 2007, Atom received ten or fewer takedown notices for alleged copyright infringement with regard to material posted on Atom’s user-generated video websites.

REQUEST FOR ADMISSION NO. 163:

Admit that as of July 1, 2007, on every occasion that Atom had received a DMCA Takedown Notice, it responded “expeditiously,” as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the allegedly infringing material.

Admit.

REQUEST FOR ADMISSION NO. 164:

Admit that as of July 1, 2007, prior to receiving a DMCA Takedown Notice concerning user-uploaded material on Atom, Atom did “not have actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(c)(1)(A)(i).

Admit.

REQUEST FOR ADMISSION NO. 165:

Admit that as of July 1, 2007, prior to receiving a DMCA Takedown Notice concerning user-uploaded material posted on Atom, Atom was not aware of facts or

circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(e)(1)(A)(ii).

Admit.

REQUEST FOR ADMISSION NO. 166:

Admit that as of July 1, 2007, with respect to user-uploaded material posted on Atom for which Atom had received a DMCA Takedown Notice, Atom did not have the right and ability to control the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 167:

Admit that as of July 1, 2007, with respect to user-uploaded material posted on Atom for which Atom has received a DMCA Takedown Notice, Atom did not receive a financial benefit directly attributable to the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Viacom does not have enough information to determine whether alleged infringing clips on Atom were a draw for users, and therefore does not have information sufficient to admit or deny.

REQUEST FOR ADMISSION NO. 168:

Admit that as of July 1, 2007, Atom had adopted and reasonably implemented, and informed subscribers and account holders of Atom of, a policy that provided for the termination in appropriate circumstances of its subscribers and account holders who were repeat infringers, as described in 17 U.S.C. § 512(i)(1)(A).

Admit.

REQUEST FOR ADMISSION NO. 169:

Admit that as of July 1, 2007, Atom accommodated and did not interfere with “standard technical measures” as defined in 17 U.S.C. §§ 512(i)(1)(B) and 512(i)(2).

Admit.

REQUEST FOR ADMISSION NO. 170:

Admit that ifilm.com has “designated an agent to receive notifications of claimed infringement” as set forth in 17 U.S.C. § 512(c)(2).

Admit.

REQUEST FOR ADMISSION NO. 171:

Admit that ifilm.com has provided to the Copyright Office substantially the information set forth in 17 U.S.C. § 512(c)(2)(A)-(B) for its designated agent to received notifications of claimed infringement.

Admit.

REQUEST FOR ADMISSION NO. 172:

Admit that the Register of Copyrights’ current directory of agents designated to receive notifications for claimed infringement includes an agent for ifilm.com designated by you.

Admit.

REQUEST FOR ADMISSION NO. 173:

Admit that ifilm.com has stored material “at the direction of a user” as that phrase is used in 17 U.S.C. § 512(c)(1).

Viacom objects to this RFA on the ground that it is vague with respect to the scope of the activity referenced. Subject to and without waiving that objection, deny.

REQUEST FOR ADMISSION NO. 174:

Admit that ifilm.com is a “service provider” as defined in 17 U.S.C. § 512(k)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 175:

Admit that ifilm.com has received DMCA Takedown Notices with respect to material posted on ifilm.com.

Viacom admits that ifilm.com has received a small number of takedown notices alleging copyright infringement with respect to material posted on ifilm.com.

REQUEST FOR ADMISSION NO. 176:

Admit that on every occasion that ifilm.com received a DMCA Takedown Notice, it responded “expeditiously,” as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the allegedly infringing material.

Admit.

REQUEST FOR ADMISSION NO. 177:

Admit that prior to receiving a DMCA Takedown Notice concerning user-uploaded material on ifilm.com, ifilm.com did “not have actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(c)(1)(A)(i).

Admit.

REQUEST FOR ADMISSION NO. 178:

Admit that prior to receiving a DMCA Takedown Notice concerning user-uploaded material posted on ifilm.com, ifilm.com was not aware of facts or circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(c)(1)(A)(ii).

Admit.

REQUEST FOR ADMISSION NO. 179:

Admit that with respect to user-uploaded material posted on ifilm.com for which ifilm.com has received a DMCA Takedown Notice, ifilm.com does not have the right and ability to control the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 180:

Admit that with respect to user-uploaded material posted on ifilm.com for which ifilm.com has received a DMCA Takedown Notice, ifilm.com did not receive a financial benefit directly attributable to the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Viacom does not have enough information to determine whether alleged infringing clips on ifilm.com were a draw for users, and therefore does not have information sufficient to admit or deny.

REQUEST FOR ADMISSION NO. 181:

Admit that ifilm.com has adopted and reasonably implemented, and informs subscribers and account holders of ifilm.com of, a policy that provides for the termination in appropriate circumstances of its subscribers and account holders who are repeat infringers, as described in 17 U.S.C. § 512(i)(1)(A).

Deny.

REQUEST FOR ADMISSION NO. 182:

Admit that ifilm.com accommodates and does not interfere with “standard technical measures” as defined in 17 U.S.C. §§ 512(i)(1)(B) and 512(i)(2).

Deny.

REQUEST FOR ADMISSION NO. 183:

Admit that flux.com has “designated an agent to receive notifications of claimed infringement” as set forth in 17 U.S.C. § 512(c)(2).

Admit.

REQUEST FOR ADMISSION NO. 184:

Admit that flux.com has provided to the Copyright Office substantially the information set forth in 17 U.S.C. § 512(c)(2)(A)-(B) for its designated agent to received notifications of claimed infringement.

Admit.

REQUEST FOR ADMISSION NO. 185:

Admit that the Register of Copyrights’ current directory of agents designated to receive notifications for claimed infringement includes an agent for flux.com designated by you.

Admit.

REQUEST FOR ADMISSION NO. 186:

Admit that flux.com has stored material “at the direction of a user” as that phrase is used in 17 U.S.C. § 512(c)(1).

Viacom objects to this RFA on the ground that it is vague with respect to the scope of the activity referenced. Subject to and without waiving that objection, deny.

REQUEST FOR ADMISSION NO. 187:

Admit that flux.com is a “service provider” as defined in 17 U.S.C. § 512(k)(1)(B).

Admit.

REQUEST FOR ADMISSION NO. 188:

Admit that flux.com has received DMCA Takedown Notices with respect to material posted on flux.com.

Deny.

REQUEST FOR ADMISSION NO. 189:

Admit that on every occasion that flux.com received a DMCA Takedown Notice, it responded “expeditiously,” as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the allegedly infringing material.

Deny.

REQUEST FOR ADMISSION NO.190:

Admit that prior to receiving a DMCA Takedown Notice concerning user-uploaded material on flux.com, flux.com did “not have actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(c)(1)(A)(i).

Deny.

REQUEST FOR ADMISSION NO. 191:

Admit that prior to receiving a DMCA Takedown Notice concerning user-uploaded material posted on flux.com, flux.com was not aware of facts or circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(c)(1)(A)(ii).

Deny.

REQUEST FOR ADMISSION NO. 192:

Admit that with respect to user-uploaded material posted on flux.com for which flux.com has received a DMCA Takedown Notice, flux.com does not have the right and ability to control the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 193:

Admit that with respect to user-uploaded material posted on flux.com for which flux.com has received a DMCA Takedown Notice, flux.com did not receive a financial

benefit directly attributable to the infringing activity, as described in 17 U.S.C. § 512(c)(l)(B).

Deny.

REQUEST FOR ADMISSION NO. 194:

Admit that flux.com has adopted and reasonably implemented, and informs subscribers and account holders of flux.com of, a policy that provides for the termination in appropriate circumstances of its subscribers and account holders who are repeat infringers, as described in 17 U.S.C. § 512(i)(l)(A).

Deny.

REQUEST FOR ADMISSION NO. 195:

Admit that flux.com accommodates and does not interfere with “standard technical measures” as defined in 17 U.S.C. §§ 512(i)(1)(B) and 512(i)(2).

Deny.

REQUEST FOR ADMISSION NO. 196:

Admit that spiketv.com has “designated an agent to receive notifications of claimed infringement” as set forth in 17 U.S.C. § 512(c)(2).

Admit.

REQUEST FOR ADMISSION NO. 197:

Admit that spiketv.com has provided to the Copyright Office substantially the information set forth in 17 U.S.C. § 512(c)(2)(A)-(B) for its designated agent to receive notifications of claimed infringement.

Admit.

REQUEST FOR ADMISSION NO. 198:

Admit that the Register of Copyrights' current directory of agents designated to receive notifications for claimed infringement includes an agent for spiketv.com designated by you.

Admit.

REQUEST FOR ADMISSION NO. 199:

Admit that spiketv.com has stored material "at the direction of a user" as that phrase is used in 17 U.S.C. § 512(e)(1).

Viacom objects to this RFA on the ground that it is vague with respect to the scope of the activity referenced. Subject to and without waiving that objection, deny.

REQUEST FOR ADMISSION NO. 200:

Admit that spiketv.com is a "service provider" as defined in 17 U.S.C. § 512(k)(1)(8).

Admit.

REQUEST FOR ADMISSION NO. 201:

Admit that spiketv.com has received DMCA Takedown Notices with respect to material posted on spiketv.com.

Viacom admits that spiketv.com has received a small number of DMCA Takedown Notices with respect to material posted on spiketv.com.

REQUEST FOR ADMISSION NO. 202:

Admit that on every occasion that spiketv.com received a DMCA Takedown Notice, it responded "expeditiously," as that phrase is used in 17 U.S.C. § 512(c)(1)(A)(iii), to remove or disable access to the allegedly infringing material.

Admit.

REQUEST FOR ADMISSION NO. 203:

Admit that prior to receiving a DMCA Takedown Notice concerning user-uploaded material on spiketv.com, spiketv.com did “not have actual knowledge” that the material was infringing, as described in 17 U.S.C. § 512(c)(1)(A)(I).

Admit.

REQUEST FOR ADMISSION NO. 204:

Admit that prior to receiving a DMCA Takedown Notice concerning user-uploaded material posted on spiketv.com, spiketv.com was not aware of facts or circumstances from which infringing activity was apparent, as described in 17 U.S.C. § 512(c)(1)(A)(ii).

Admit.

REQUEST FOR ADMISSION NO. 205:

Admit that with respect to user-uploaded material posted on spiketv.com for which spiketv.com has received a DMCA Takedown Notice, spiketv.com does not have the right and ability to control the infringing activity, as described in 17 U.S.C. § 512(e)(1)(B).

Deny.

REQUEST FOR ADMISSION NO. 206:

Admit that with respect to user-uploaded material posted on spiketv.com for which spiketv.com has received a DMCA Takedown Notice, spiketv.com did not receive a financial benefit directly attributable to the infringing activity, as described in 17 U.S.C. § 512(c)(1)(B).

Viacom does not have enough information to determine whether alleged infringing clips on Atom were a draw for users, and therefore does not have information sufficient to admit or deny.

REQUEST FOR ADMISSION NO. 207:

Admit that spiketv.com has adopted and reasonably implemented, and informs subscribers and account holders of spiketv.com of, a policy that provides for the termination in appropriate circumstances of its subscribers and account holders who are repeat infringers, as described in 17 U.S.C. § 512(i)(1)(A).

Admit.

REQUEST FOR ADMISSION NO. 208:

Admit that spiketv.com accommodates and does not interfere with “standard technical measures” as defined in 17 U.S.C. §§ 512(i)(1)(B) and 512(i)(2).

Admit.

REQUEST FOR ADMISSION NO. 209:

Admit that when the Atom online video service was first launched, Atom sought to induce copyright infringement by failing to include content filtering technology, including without limitation content filtering technologies offered by Audible Magic Corporation, as part of its service.

Deny.

REQUEST FOR ADMISSION NO. 210:

Admit that Viacom sought to capitalize on a library of infringing video clips by acquiring the Atom online video service offered on addictingclips.com with knowledge that Atom was not using content filtering technology, including without limitation content filtering technologies offered by Audible Magic Corporation, as part of its service.

Deny.

REQUEST FOR ADMISSION NO. 211:

Admit that the escrow provision in the August 9, 2006 acquisition agreement between Atom Entertainment, Inc. and Viacom was included because Viacom was aware

of, and believed Atom to be liable for, prior copyright infringement committed by Atom's users.

Deny.

REQUEST FOR ADMISSION NO. 212:

Admit that Viacom's failure to use content filtering technology, including without limitation content filtering technologies offered by Audible Magic Corporation, as part of the online video services provided by Viacom UGC Sites is evidence of Viacom's desire to profit from infringing content.

Deny.

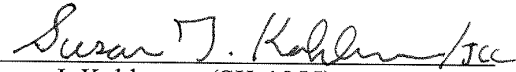
REQUEST FOR ADMISSION NO. 213:

Admit that, contrary to Your allegations, the operation of the YouTube service has increased "the incentives of America's creative industries."

Deny.

Respectfully submitted,

January 8, 2010

A handwritten signature in cursive script, reading "Susan J. Kohlmann / Jc", written in dark ink.

Susan J. Kohlmann (SK-1855)

JENNER & BLOCK LLP

919 Third Avenue

37th Floor

New York, NY 10022

Telephone: (212) 891-1600

Facsimile: (212) 891-1699

William M. Hohengarten (WH-5233)

Michael B. DeSanctis (MD-5737)

Scott B. Wilkens (pro hac vice)

JENNER & BLOCK LLP

1099 New York Avenue, N.W.

Suite 900

Washington, DC 20001

Telephone: (202) 639-6000

Facsimile: (202) 639-6066

Stuart J. Baskin (SB-9936)

Stephen Fishbein (SF-3410)

John Gueli (JG-8427)

SHEARMAN & STERLING LLP

599 Lexington Avenue

New York, New York 10022

Telephone: (212) 848-4000

Facsimile: (212) 848-7179

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on this 8th day of January 2010, on Defendants' counsel by electronic mail pursuant to an agreement of the parties under Fed. R. Civ. P. 5(b)(2)(D).


James C. Cox

Attachment A

Named Plaintiff	Video ID
VIACOM INTERNATIONAL	4J1nPR9obl
VIACOM INTERNATIONAL	KDSYA5bEMc
VIACOM INTERNATIONAL	_yr3Fu_LRE4
VIACOM INTERNATIONAL	0ZO5f4q8b-g
PARAMOUNT PICTURES	17kAJR7YbDE
VIACOM INTERNATIONAL	1dWtA-nK-sQ
COMEDY PARTNERS	1LOjvymWwvl
COMEDY PARTNERS	29le85Vp8vl
VIACOM INTERNATIONAL	2TncOW-J6wA
PARAMOUNT PICTURES	3US2k6mTtEw
PARAMOUNT PICTURES	3wo2FcjFP98
COMEDY PARTNERS	4nLoXLBwZv0
COMEDY PARTNERS	5Esm9Mlt5Xo
COMEDY PARTNERS	5gbl2_Kocug
COMEDY PARTNERS	5Hd_Jzll1MA
VIACOM INTERNATIONAL	5ttvDQVpq_o
VIACOM INTERNATIONAL	6_SaSuqfGB4
VIACOM INTERNATIONAL	6WhsXvOe2IU
VIACOM INTERNATIONAL	744Gh8MbTWg
VIACOM INTERNATIONAL	7aGjJBaIKgs
COMEDY PARTNERS	83KsT9D_6al
VIACOM INTERNATIONAL	88XvlfKnGwl
COMEDY PARTNERS	8AYnfxZ_BXI
COMEDY PARTNERS	8v8vhNKIAZ4
PARAMOUNT PICTURES	-9_Nrpc8noE
PARAMOUNT PICTURES	a_kdq0V9G3Y
COMEDY PARTNERS	alTz05jvTlk
VIACOM INTERNATIONAL	AjG9o33dQRQ
VIACOM INTERNATIONAL	aUonqu5RlcM
PARAMOUNT PICTURES	B64MeRiGDYo
VIACOM INTERNATIONAL	b8kFrT6Ni08
VIACOM INTERNATIONAL	BbWi_RN9ou8
COMEDY PARTNERS	bdRNAUTDBqY
COMEDY PARTNERS	BrCI7t5SU-s
PARAMOUNT PICTURES	C2kSoDWG404
VIACOM INTERNATIONAL	cjhmH21ed-c
PARAMOUNT PICTURES	cpC6E1yLTx8
COMEDY PARTNERS	cR5BCbGyTkc
VIACOM INTERNATIONAL	CSs79sYQ1_o
PARAMOUNT PICTURES	cuDIQ_dlsyA
COMEDY PARTNERS	CxVxzXCbeOw
PARAMOUNT PICTURES	czq16nOL_Jc
VIACOM INTERNATIONAL	dMNgKJsmHwo
COMEDY PARTNERS	eGXV-oXzzUE
PARAMOUNT PICTURES	eRR_IDApRQs
COMEDY PARTNERS	FDXmujT4MZE
COMEDY PARTNERS	F-vuYx6d1XM
VIACOM INTERNATIONAL	g0nOEudbKOQ
VIACOM INTERNATIONAL	GgcxPrquS2k
PARAMOUNT PICTURES	H0AQehIKRB4
PARAMOUNT PICTURES	H0ZLZTR-g5Y

Named Plaintiff	Video ID
COMEDY PARTNERS	Hgu1RM2vbVM
COMEDY PARTNERS	hhXIVDxYzvg
VIACOM INTERNATIONAL	HM4b0wcMo_0
VIACOM INTERNATIONAL	hnKQ7xzDjQ4
COMEDY PARTNERS	hSdMtP8qztA
PARAMOUNT PICTURES	hZYpL6Vdz4k
PARAMOUNT PICTURES	i3YBKlAXvvk
VIACOM INTERNATIONAL	l4pc-6V4lZc
VIACOM INTERNATIONAL	i55f6qUSq4A
COMEDY PARTNERS	lZdKpTkQv8g
VIACOM INTERNATIONAL	J_LMd1WMyk4
VIACOM INTERNATIONAL	jD9iQbQBHil
VIACOM INTERNATIONAL	jP_AXwoCgws
PARAMOUNT PICTURES	JZwFUe2aXLA
VIACOM INTERNATIONAL	K4sS0wA_-lA
VIACOM INTERNATIONAL	k6CSylS5528
PARAMOUNT PICTURES	KcU0ye3nXtA
VIACOM INTERNATIONAL	kgYL9-VnhoU
COMEDY PARTNERS	KhIPvn26b1A
PARAMOUNT PICTURES	KiBDCZX7HQc
PARAMOUNT PICTURES	KNeaHNwvvvM
VIACOM INTERNATIONAL	kpkmya7Mkzk
PARAMOUNT PICTURES	kvEeLZV1j-k
COMEDY PARTNERS	L6a_iKo83RE
COMEDY PARTNERS	L8GYvvm_3bE
VIACOM INTERNATIONAL	L9h0BpdVMxA
VIACOM INTERNATIONAL	lirJJlViWsE
PARAMOUNT PICTURES	lvb3QDrHxRA
VIACOM INTERNATIONAL	L-VLn6bEOvs
VIACOM INTERNATIONAL	LYGpcUofXbk
COMEDY PARTNERS	lz0JZvIMrOA
VIACOM INTERNATIONAL	LzIoLR5i9uw
PARAMOUNT PICTURES	meXedwbvCh8
VIACOM INTERNATIONAL	MGZbVuVW2wQ
PARAMOUNT PICTURES	mJkGJQyDNQ0
VIACOM INTERNATIONAL	mk3uiiuXo4dk
PARAMOUNT PICTURES	mOvZn9ebc8Q
PARAMOUNT PICTURES	MSGNvmqcZK0
VIACOM INTERNATIONAL	mTLMUWP13pE
VIACOM INTERNATIONAL	MV9EB2EXGdk
COMEDY PARTNERS	N0QCkXfxJs4
COMEDY PARTNERS	N-4MT9u6LUs
VIACOM INTERNATIONAL	N7Q-vFtW8Lk
VIACOM INTERNATIONAL	n8wDRoQkN1c
VIACOM INTERNATIONAL	nCHY88De2A0
COMEDY PARTNERS	NdpArPebjFY
COMEDY PARTNERS	neyj1SyVjBs
VIACOM INTERNATIONAL	Nr8fA2kX44E
COMEDY PARTNERS	nyLj0T9EKAo
VIACOM INTERNATIONAL	nZ3SdIb5NDI
PARAMOUNT PICTURES	o8pkZ38bLvU

Named Plaintiff	Video ID
VIACOM INTERNATIONAL	oQUgal6CFSI
PARAMOUNT PICTURES	OUWSSmNxArs
COMEDY PARTNERS	p1i1wcUpTbU
COMEDY PARTNERS	Pa3J-L29iT8
PARAMOUNT PICTURES	paveBpTiNql
COMEDY PARTNERS	pBHnokTr1xg
COMEDY PARTNERS	pE2MiujT7Yg
VIACOM INTERNATIONAL	Phap3WkYOpc
VIACOM INTERNATIONAL	plGQYawzv9c
COMEDY PARTNERS	Ppm3MIsqsK4
VIACOM INTERNATIONAL	PRedB3aDGDg
COMEDY PARTNERS	PuqX26-GCWY
COMEDY PARTNERS	Pvz66FuaHso
COMEDY PARTNERS	pyP1JFa8bJc
COMEDY PARTNERS	qFXAI0iQiM4
COMEDY PARTNERS	QrROfhjqpDs
COMEDY PARTNERS	Q-VvGxYDGm0
VIACOM INTERNATIONAL	r_c6WlbOG2M
COMEDY PARTNERS	r0WZATT9P9g
VIACOM INTERNATIONAL	rDOB6g2-3FU
COMEDY PARTNERS	rf3BHTB2RAY
PARAMOUNT PICTURES	RhNehWcBADg
VIACOM INTERNATIONAL	rkQ9C-9pWJg
COMEDY PARTNERS	RRrB_hitU-c
COMEDY PARTNERS	s0e_ifSMtII
COMEDY PARTNERS	S5pUWE1WKGkw
VIACOM INTERNATIONAL	s8VLwpyYtB0
COMEDY PARTNERS	slXfcdZbnUw
VIACOM INTERNATIONAL	SwyufkyHfyU
VIACOM INTERNATIONAL	T3syszEu1s
PARAMOUNT PICTURES	tbU_2WGIqkU
VIACOM INTERNATIONAL	TZv0POyzkpc
COMEDY PARTNERS	uJg2geqHK5U
COMEDY PARTNERS	USds5DhScmg
VIACOM INTERNATIONAL	Ux6aFYuTYNY
VIACOM INTERNATIONAL	UXmn2TS_ALQ
VIACOM INTERNATIONAL	v0ulAyg4p2o
PARAMOUNT PICTURES	v5XPki6Nj6k
COMEDY PARTNERS	VbDA1XS6M6A
COMEDY PARTNERS	Vj9rdT-t8Lc
VIACOM INTERNATIONAL	vlQhux5mXFY
COMEDY PARTNERS	vNgoUewhYTM
COMEDY PARTNERS	w-0x-Pwtbtw
COMEDY PARTNERS	w4ONAjIFmJY
VIACOM INTERNATIONAL	WBxZLCDm2uo
COMEDY PARTNERS	wfWEjb3DtV0
VIACOM INTERNATIONAL	WLZfSH3j_Zg
VIACOM INTERNATIONAL	wMHpbGDlddE
COMEDY PARTNERS	Wqq-lfH3NNc
COMEDY PARTNERS	wxhRkff16ys
COMEDY PARTNERS	X-8UmL4lpPI

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Named Plaintiff	Video ID
VIACOM INTERNATIONAL	xbrJOliv0qE
PARAMOUNT PICTURES	xHVqXaC-NIA
COMEDY PARTNERS	xiFajP-KVzE
PARAMOUNT PICTURES	xmHsafia5jE
COMEDY PARTNERS	Xo9TWFRIUN8
COMEDY PARTNERS	YbCNhLX-mi8
COMEDY PARTNERS	yVUAvm3fvXQ
PARAMOUNT PICTURES	ZpVZoLTAiKY

SJA-2227

Google/YouTube Video Exhibits