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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UMG RECORDINGS, INC., *et al.*,
Plaintiffs,
vs.
VEOH NETWORKS, INC., *et al.*,
Defendants.

Case No. CV-07-05744 AHM (AJWx)
**ORDER RE: VEOH'S RENEWED
MOTION TO COMPEL
PLAINTIFFS TO PRODUCE
CHAIN OF TITLE/RIGHTS
INFORMATION RE: ALLEGEDLY
INFRINGING WORKS**
Magistrate: Hon. Andrew J. Wistrich
Ctrm: 690
Discovery Cutoff: April 13, 2009
Pretrial Conference: July 13, 2009
Trial Date: July 28, 2009

1 Veoh Networks, Inc's ("Veoh") Renewed Motion to Compel Plaintiff UMG
2 Recordings, Inc. to Produce Chain of Title/Rights Information Re Allegedly
3 Infringing Works ("Motion") came on for hearing before this Court on December
4 17, 2008. The Court, having reviewed the Motion, memoranda, declarations and
5 other evidence submitted, and such other and further evidence as may be considered
6 by this Court, and good cause appearing, hereby rules as follows:

7 **IT IS HEREBY ORDERED** that Veoh's Motion is **GRANTED in part and**
8 **DENIED without prejudice in part** as follows:

9 (1) Documents to be Produced. For the sample works-in-suit¹ identified as
10 set forth in items (2) and (3) below, Plaintiffs shall produce:

11 a. All chain of title documents directly bearing on Plaintiffs'
12 ownership of, or claims of rights in, the works-in-suit, including but not limited to,
13 all assignment agreements, recording agreements, work-for-hire agreements,
14 songwriter agreements, artist agreements and acquisition agreements;

15 b. All copyright registrations and renewals;

16 c. All Plaintiffs' correspondence with the copyright office, the
17 copyright holder, the copyright registrant, and the copyright applicant pertaining to
18 the copyright registration; and

19 d. All correspondence regarding ownership of the works-in-suit
20 reflecting disagreement or dispute regarding Plaintiffs' ownership of, control over,
21 right to administer, or other interest in any of the works-in-suit which rose to a
22 sufficiently serious level that inside or outside counsel became involved.

23 (2) Sample Selection. The sample works-in-suit shall be chosen
24 exclusively by Veoh.

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27 ¹ "Works-in-suit" refers to the alleged infringements identified by Plaintiffs in
28 response to Veoh's Interrogatory No. 25, which Plaintiffs shall have the right to
supplement upon receipt of Audible Magic metadata from Veoh.

1 (3) Sample Size. Veoh may select up to TWENTY PERCENT (20%) of
2 the works-in-suit identified by Plaintiffs.

3 (4) Deadlines.

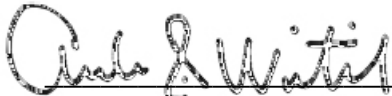
4 a. Plaintiffs must produce the documents set forth above within
5 THIRTY (30) days after Veoh identifies in writing the selection of the sample
6 works-in-suit.

7 b. Within TEN (10) days after Plaintiffs' production of documents,
8 Veoh shall identify to Plaintiffs any deficiencies in Plaintiffs' claimed ownership of
9 the sample works-in-suit. Within TWO (2) days thereafter, the Parties shall meet
10 and confer to try and reach agreement as to whether Plaintiffs should produce
11 additional ownership documents for the remaining works-in-suit. If the Parties
12 cannot reach agreement, they are directed to contact the Court for instructions for
13 bringing the issue to the Court for resolution in an expedited manner.

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IT IS SO ORDERED.

Dated: March 5, 2009



Hon. Andrew J. Wistrich
United States Magistrate Judge
Central District of California