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15 VEOH NETWORKS, INC.

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**  
18 **WESTERN DIVISION**

19 UMG RECORDINGS, INC., *et al.*,

20 Plaintiffs,

21 vs.

22 VEOH NETWORKS, INC. a California  
23 Corporation, *et al.*,

24 Defendants.

Case No. CV 07 5744 – AHM (AJWx)

**JOINT STIPULATION RE VEOH'S  
MOTION TO COMPEL CHAIN OF  
TITLE DOCUMENTS PER COURT  
ORDER (DKT. NO. 518)**

1 **JOINT STIPULATION**

2 The parties to the above entitled action, by and through their respective counsel  
3 of record, hereby file the following joint stipulation pursuant to the Court's July 9,  
4 2009 Order (Dkt. No. 518):

5 This Court entered an Order on March 5, 2009 Re: Veoh's Renewed Motion to  
6 Compel Plaintiffs ("UMG") to Produce Chain of Title/Rights Information Re Same  
7 (Dkt. No. 321) ("March 5, 2009 Order") requiring UMG to produce a 20% sample of  
8 chain of title documents. Veoh filed its Motion to Compel UMG to Produce Chain of  
9 Title Documents for the Remaining 80% of Identified Copyrights Based on Defects  
10 Admitted by UMG ("Motion") on May 4, 2009 (Dkt. No. 432). The Court held a  
11 hearing regarding Veoh's Motion on June 3, 2009, during which the parties agreed to  
12 further discuss the most efficient means by which to resolve the chain of title  
13 production and review given the current case schedule, and indicated that the parties  
14 would report back to the Court on the progress of those discussions.

15 **I. PROGRESS OF THE PARTIES' NEGOTIATIONS**

16 The parties participated in multiple discussions in an effort to reach agreement  
17 on the most efficient means by which to resolve the chain of title production and  
18 review given the current case schedule. Following these discussions, on July 2, 2009,  
19 Veoh sent UMG its proposed stipulation, which is attached hereto as Exhibit A. On  
20 July 6, 2009, UMG sent Veoh its proposed stipulation, which is attached hereto as  
21 Exhibit B. A redline showing UMG's proposed changes is attached hereto as Exhibit  
22 C. A copy of the parties' email correspondence on July 6-7, 2009 is attached hereto as  
23 Exhibit D. The parties have not been able to reach agreement on the precise form of a  
24 stipulation to address these issues. Pursuant to the Court's Minute Order of July 9,  
25 2009, the parties' submit this supplemental joint stipulation setting forth their  
26 respective positions.

1 **II. VEOH'S POSITION**

2 Veoh's Motion sets forth in great detail all the reasons that Veoh seeks to  
3 compel chain of title documents. Veoh is willing to delay and forego entirely the  
4 production in the event that Veoh is not found liable to UMG; but if Veoh is found  
5 liable, the production is undoubtedly necessary. Ironically, UMG now argues that  
6 because over the course of this litigation Veoh has been nearly driven out of  
7 business—a circumstance that UMG undoubtedly helped create—UMG should not be  
8 put to the task of producing ownership documents *because* of Veoh's financial status.  
9 UMG's latest argument that Veoh should somehow have to prove that it will be able to  
10 satisfy an imaginary and unknown judgment amount is wholly irrelevant to what  
11 Veoh is entitled to by way of the fundamental discovery Veoh seeks with its Motion.

12 In an attempt to distract this Court from the remaining issues at hand, UMG  
13 suggests that the disagreements remaining are far more complicated than they are.  
14 The issues to which the parties have agreed and have been unable to resolve can be  
15 best summarized as follows.

16 The parties have **agreed**:

- 17
- 18 • that any remaining chain of title production and review can be
  - 19 deferred until post-trial to the extent that Veoh is found liable to
  - 20 UMG for any of the infringement alleged in this action; and
  - 21 • that resolution of these remaining ownership challenges can occur
  - 22 in a post-trial proceeding.

23 The parties **have been unable to agree**:

- 24
- 25 • to the extent that the stipulation would require UMG to produce
  - 26 chain of title documents post-trial, or within a period of time
  - 27 following trial whereby Veoh was found liable to UMG. Veoh
  - 28 has proposed that UMG produce any remaining chain of title
  - documents within thirty days from the date trial has concluded.

(See Exh. A, ¶ 4.)

- UMG has sought to preclude Veoh from introducing defects relating to UMG's copyright registration certificates at trial, though Veoh believes such challenges are appropriate and should not be deferred with the underlying ownership challenges.

Veoh's concerns with respect to both of these issues are set forth below.

**A. UMG Has Refused To Agree To Any Post-Trial Production of Chain Of Title Documents**

UMG has refused to commit now to producing chain of title ownership documents at all, or within any period of time. Instead, UMG seeks to "submit a joint proposal setting forth a proposed procedure addressing any ownership of any particular copyright in issue" thirty (30) days after any verdict in favor of UMG." (See Exh. B, ¶ 5). Veoh has gone to great lengths seeking to compel this critical information, and has filed multiple rounds of briefing with Judge Wistrich regarding its Motion. (See Dkt. Nos. 193, 194, 219, 222, 303, 304, 321, 432, 441, 463 and 464). Without any commitment by UMG to actually produce any remaining ownership documents post-trial, Veoh would prefer to have the Motion resolved while the issue is still current before Magistrate Judge Wistrich.

In contrast, UMG's proposal merely seeks to defer resolution of anything, including any commitment to actually produce any documents sought by the Motion, or even agree to a procedure. Even though this Court has already ordered a 20% sample of the chain of title documents at issue,<sup>1</sup> UMG refers to such production as

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<sup>1</sup> This sample alone confirmed significant infirmities, causing UMG itself to withdraw dozens of works from the sample 20% entirely from the action. Veoh also located numerous deficiencies within this sample in its preliminary review. (Dkt. No. 463). Moreover, UMG amended and increased its list of alleged infringements on the final day of the discovery period, rendering the 20% sample no longer representative. UMG refused to provide chain of title with respect to any of these amended alleged infringements. In fact, during the April 6, 2009 hearing on Veoh's motion, UMG's counsel explicitly requested that if UMG were given more time to amend to add additional alleged infringements, the Court should shift the burden to Veoh with

1 "unnecessary" and "grossly lacking in support," knowing full well that such  
2 documentation is the only means Veoh has to challenge UMG alleged ownership and  
3 a potentially devastating award of millions in statutory damages.

4 **B. UMG Has Sought to Limit Veoh's Use of Defects in Copyright**  
5 **Certificates UMG Has Already Produced**

6 UMG has also sought to limit Veoh's right to introduce defects in UMG's  
7 copyright certificates with respect to any works that UMG purports to own by virtue  
8 of the copyright registration alone. While Veoh has indicated that it will not seek to  
9 challenge the underlying ownership of these works during trial, to the extent the  
10 registrations themselves are deficient, Veoh should be provided the opportunity to  
11 address those defects at trial.

12 Contrary to UMG's suggestion, there is nothing confusing or unclear about the  
13 fact that Veoh seeks to litigate at trial deficiencies related to the works in which UMG  
14 relies solely on the copyright registrations. For those works, there are no further  
15 documents to compel or produce. As UMG has purportedly produced all such  
16 copyright registrations for all alleged infringements in this action, there is no reason to  
17 defer this to a later proceeding.

18 What is clear is that once again, UMG has sought to avoid actually proving it  
19 owns the rights to the alleged infringements at issue in this action, even those that it  
20 claims it owns by way of copyright registrations. Because the vast majority of  
21 copyright registrations for the alleged infringing works in this action *do not even list*  
22 *any of the named Plaintiffs in this action* as the copyright owner, it does not appear  
23 that the deficiencies with respect to works in which UMG claims to own the work by  
24

25 respect to proving that UMG does not own the works. The Court explicitly declined  
26 to shift UMG's ownership burden to Veoh. Such proposition is especially absurd  
27 considering that UMG has sought to avoid providing documents that would make  
28 Veoh's investigation possible. Nevertheless, UMG has not produced a single chain of  
title document for any of the works added to UMG's list of allegedly infringing works  
on May 11, 2009, confirming its intention to drive up statutory damages to a massive  
degree without undertaking its most basic burdens of demonstrating its rights to such  
works.

1 copyright registration alone constitutes many works. UMG has not explained why  
2 Veoh's attempts to compel further chain of title documentation beyond copyright  
3 registrations should relieve UMG from introducing copyright certificates for those  
4 works that UMG claims such documents are sufficient to establish its ownership. As  
5 there is no further documentation to collect, produce or review with respect to the  
6 alleged infringements for which UMG bases its ownership on the copyright  
7 certificates alone, there is no reason to delay such issues from being presented at trial.

8 **C. UMG'S Alleged Flexibility Is Merely A Means To Avoid Production**  
9 **of Documents to Which Veoh Is Entitled**

10 The "flexibility" UMG repeatedly touts it is seeking to maintain is simply the  
11 flexibility to avoid searching or producing any further chain of title documents no  
12 matter what the outcome at trial. Veoh has never stated that it would be unwilling to  
13 use a "special master" to handle the subsequent ownership challenges—but Veoh has  
14 maintained that such proceeding should be held and UMG should be ordered to  
15 produce the remaining chain of title documents in the event that Veoh is found liable  
16 at trial. Otherwise, Veoh could be left with a staggering damages award and no means  
17 whatsoever to rebut UMG's purported ownership of such works.

18 UMG does not dispute that it is seeking massive damages with its lawsuit.  
19 UMG is seeking the maximum amount of statutory damages per work and has  
20 litigated this action in a manner to drive up litigation costs. Veoh has accordingly  
21 been required to undergo massive discovery efforts and defend itself in this action in a  
22 manner that has financially devastated a young innovative company. Now, UMG  
23 would like the Court to relieve UMG of committing to producing any further chain of  
24 title documents, even if Veoh is found liable to UMG for such works, on the theory  
25 that the statutory damages may ultimately be on the low end. If such assumption was  
26 proper, it is incredibly inequitable that Veoh has been forced to provide expensive and  
27 massively burdensome discovery relating to every video ever uploaded (whether  
28 UMG's or not), undergo significant expense in maintaining and recreating discovery

1 sought by UMG, if such discovery efforts were considered unnecessary if Veoh were  
2 found liable for the minimum amount of statutory damages allowed. UMG has not  
3 and cannot cite to any case where speculation of the future statutory damages award—  
4 which is in direct contravention to the level advocated by a plaintiff—has somehow  
5 relieved the plaintiff from producing crucial information that is necessary to allow a  
6 defendant to prepare its case. Veoh should be provided a fair opportunity to rebut  
7 UMG's claim to ownership of each work at issue no matter what any actual amount of  
8 resulting statutory damages may be.

9 The presumption of copyright ownership is not irrebuttable and any alleged  
10 burden upon UMG would be minor and outweighed by the compelling harm to Veoh  
11 if it is not allowed to investigate UMG's purported ownership. Such inquiries into  
12 copyright ownership are standard and commonplace in infringement actions, and  
13 UMG should not be able to avoid this production by claiming that it is "massively  
14 burdensome" in an action where it is undisputed that UMG is seeking massive  
15 statutory damages from Veoh. For all these reasons and those addressed in Veoh's  
16 Motion, the Court should enter Veoh's proposed stipulation, attached hereto as Exhibit  
17 A.

### 18 **III. UMG'S POSITION**

19 UMG set forth the general contours of a proposal to resolve Veoh's motion  
20 during the June 3, 2009 hearing. As the Court likely recalls, UMG raised the  
21 possibility of deferring any disputes regarding UMG's ownership of particular  
22 copyrights at issue by conducting a staged trial. In the first stage, the parties could  
23 litigate the issue of Veoh's liability for infringement, and the statutory damages to be  
24 awarded per infringed work. A second proceeding could resolve the precise number  
25 of works as to which damages would be awarded. In that second proceeding, Veoh  
26 would have the opportunity to present any challenges to UMG's ownership of a  
27 particular copyright in order to argue that such copyright should not be included in the  
28 final damage award calculation.

1 Subsequent to the June 3 hearing, the parties discussed this issue and reached a  
2 general agreement that such a staged proceeding was a sensible approach to simplify  
3 proceedings for both the Court and the parties. Veoh does not suggest that UMG does  
4 not own or control any of the asserted copyrights. Indeed, Veoh concedes that UMG  
5 owns or controls many of the copyrights at issue, even if Veoh may ultimately dispute  
6 UMG's ownership or control of some of them. Thus, the parties agreed that an initial  
7 trial on the general issues of liability and damages can be conducted without the  
8 specific need to conduct numerous mini-trials regarding the ownership of particular  
9 copyrights.

10 **A. UMG'S PROPOSAL BETTER ADDRESSES THE RELEVANT**  
11 **ISSUES**

12 Veoh eventually provided UMG with a proposed stipulation regarding the  
13 staging of trial. Veoh's proposal contained multiple flaws. After discussing some of  
14 UMG's concerns with Veoh's counsel, UMG provided Veoh a revised version of the  
15 proposed stipulation in an effort to address those concerns. Though Veoh refuses to  
16 agree to UMG's proposal, UMG's proposal better addresses the issues under  
17 consideration here. First, UMG's proposal more effectively deals with the question of  
18 what issues will be addressed in the initial phase of trial, and what will remain to be  
19 addressed in a second phase. UMG's proposal also permits (but does not require) that  
20 the second phase – relating to litigating the ownership of particular works – could be  
21 handled by a special master, rather than requiring the Court to resolve all such issues  
22 in the first instance. Additionally, UMG's proposal provides an opportunity for the  
23 parties to make more specific proposals about the precise structure of a second-phase  
24 proceeding once they know the verdict in the initial phase. The parties and the Court  
25 will be in a better position to assess the reasonableness of a particular procedure with  
26 such information than they are now, before the first phase even begins. Finally,  
27 UMG's proposal does not require UMG to simply stipulate to provide all of the  
28 unnecessary materials that Veoh sought by its motion. Veoh's motion was grossly



1 lacking in support. It's attempt to explain its proposal is no better. Rather than  
2 address Veoh's alleged need for further discovery now, UMG proposes that the parties  
3 address that issue after they know what verdict has been rendered. Further, UMG is  
4 concerned that Veoh may not be prepared to pay a large verdict against it. UMG  
5 should not have to go through a costly and burdensome exercise of collecting and  
6 producing voluminous materials unless Veoh is actually prepared to satisfy the  
7 judgment against it. Veoh should not be permitted to use this discovery issue simply  
8 to inflict unnecessary costs on UMG to produce documents that Veoh will never  
9 review.

10 **1. UMG's Proposal Clarifies The Division Of Proceedings**

11 Veoh's proposed stipulation fails to set forth the issues to be litigated in the first  
12 and the second phases of a staged trial. It said nothing about that issue. UMG  
13 proposed language to clarify that during the first trial, the parties would litigate issues  
14 of liability and the appropriate measure of statutory damages to be imposed per  
15 infringed work, should Veoh be found liable. UMG's proposal further clarified that  
16 the parties would not litigate issues of ownership of any of the copyrights at issue  
17 during the first trial. UMG's proposal then confirmed that if Veoh is found liable  
18 during the first stage, issues of ownership of any particular copyright at issue may be  
19 addressed in a second proceeding. This provides the additional clarity that the parties  
20 and the Court require to effectively define the scope of what is being bifurcated.

21 Veoh's proposal is entirely silent on such issues, and leaves open the possibility  
22 that Veoh will seek to litigate the same issues twice. At a minimum, the lack of  
23 clarity in Veoh's proposal will lead to confusion and a disorganized trial proceeding.  
24 Veoh's proposal became even less clear in light of Veoh's subsequent communications  
25 on the subject. On July 7, Veoh's counsel wrote that "UMG needs to put into evidence  
26 at trial the works UMG purports to own by virtue of the copyright registrations (we  
27 would not challenge underlying ownership, but to the extent the registrations  
28 themselves are deficient, we would need to address that)." Exhibit D – July 7, 2009

1 Email from Erin Ranahan.

2 In its initial portion of this joint stipulation (only provided to UMG at  
3 approximately 2:00 p.m. on the date the Court ordered it filed), Veoh provided no  
4 further explanation of its intentions or what it meant by its cryptic remarks. Indeed,  
5 Veoh's entire portion of this joint stipulation was only ½ page in length. After  
6 receiving UMG's portion, Veoh completely rewrote its portion of the submission,  
7 which grew to approximately five pages. Notwithstanding this expansion (and fully  
8 aware of this issue), Veoh still cannot explain how it proposes the Court handle this  
9 case. Veoh still vaguely suggests that it wishes to litigate some "deficiencies" in  
10 UMG's copyright registrations at a first proceeding and makes vague references to  
11 some allegation that no named plaintiff appears as a copyright claimant on many  
12 registration certificates. UMG reminds the Court that Veoh has made similar, albeit  
13 incorrect, to this Court before in connection with this motion. Because Veoh offers no  
14 specificity, UMG can only suggest that the Court treat such bald assertions with  
15 significant skepticism. As the Court will recall, even in its "cherry-picked" sample of  
16 works at issue, Veoh has yet to actually demonstrate that any of the works at issue are  
17 not owned or controlled by UMG. Regardless, however, Veoh still asserts vaguely  
18 that some unspecified "deficiencies" should be litigated in a first proceeding. Even  
19 now, Veoh's position on what this means remains entirely unclear. Veoh has never  
20 identified any such "deficiencies" in response to UMG's discovery requests (which is  
21 the basis for a pending motion in limine to exclude such arguments). Moreover, Veoh  
22 seems to suggest its intention to raise arguments that section 411(b) of the copyright  
23 act renders unavailable to Veoh. 17 U.S.C. § 411(b). When arguing this motion  
24 before the Court, Veoh's counsel conceded their lack of familiarity with this provision.

25 Ultimately, the division UMG proposes makes sense – an initial trial to litigate  
26 issues of liability and the amount of statutory damages to be imposed per copyrighted  
27 work, followed by a subsequent proceeding to address any issues of ownership of the  
28 underlying works. This will simplify the division of labor between the two

1 proceedings, and will avoid the prospect of holding countless mini-trials on ownership  
2 of particular works during the initial phase. Veoh's proposal could stretch an initial  
3 trial before Judge Matz into months and months of jury trial. UMG respectfully  
4 submits that no one would benefit from this approach. UMG's proposal more  
5 adequately provides a framework for the Court and the parties to understand what  
6 issues will be tried in an initial proceeding and what will remain for a second phase.

7 **2. UMG's Proposal Permits Flexibility In Handling The Second Phase**

8 As UMG has previously indicated, Veoh has infringed a significant number of  
9 UMG's copyrighted works. UMG has identified approximately 7800 infringing  
10 videos on the Veoh service embodying nearly 2000 of UMG's copyrighted works. If  
11 Veoh truly proposes to contest UMG's ownership of a meaningful number of the  
12 works at issue, the proceeding to adjudicate such challenges will be very time  
13 consuming and tedious. The parties have previously discussed the possibility that  
14 these issues would be best-handled by a special master, preferably with some  
15 expertise in copyright issues. UMG's proposal, in which the parties would submit  
16 their specific proposals for how to handle the second phase of proceedings after a  
17 verdict was rendered in the first phase, allows for the flexibility to appoint such a  
18 master. Similarly, UMG's proposal provides the flexibility for the parties to consider  
19 other options. Indeed, it is possible that with full knowledge of the amount of  
20 damages awarded per work, the parties could reach some agreement on the number of  
21 works to be included. Veoh's proposal, unlike UMG's removes the flexibility to  
22 consider such options. UMG respectfully submits that preserving such flexibility at  
23 this point is in both the parties' and the Court's best interest.

24 **3. UMG's Proposal Does Not Pre-Compel Burdensome and Potentially**  
25 **Unnecessary Production**

26 At this point in the proceedings, the parties obviously cannot predict what  
27 verdict will be returned after trial. Beyond liability, the parties can reasonably expect  
28 that any verdict in UMG's favor would specify some, as yet unknown, amount of

1 statutory damages per infringed work. If Veoh is found liable, the relevant amount  
2 could, in theory, fall anywhere between \$750 and \$150,000 per infringed work. UMG  
3 respectfully submits that the amount awarded is a relevant factor to determining what  
4 further proceedings and potential discovery are appropriate. Veoh seeks massive and  
5 burdensome discovery and suggests that the Court should order it despite Veoh's  
6 failure to make any meaningful showing that such discovery will lead anywhere.  
7 Veoh points to the fact that this matter has been the subject of multiple rounds of  
8 briefing as a purported justification to order further production – as though simple  
9 repetition would lend merit to Veoh's arguments. There have been multiple rounds of  
10 motion practice on this issue because of Veoh's tenacious insistence on burdensome  
11 discovery even when its motions are denied by the Court. Veoh suggests that no  
12 matter what happens, it simply wants UMG to have to produce vast quantities of  
13 material in an unreasonable time frame.

14 As noted above, Veoh has never been able to support its motion. Its proposal  
15 asked UMG to simply stipulate to that which the Court has refused to order in the  
16 multiple rounds of briefing to which Veoh points. Veoh has repeatedly sought to  
17 justify its demand for massive and burdensome discovery by pointing to the potential  
18 for \$150,000 in damages per infringed work. After a verdict is rendered, both the  
19 parties and the Court will know the precise amount awarded per work. This will allow  
20 the parties and the Court (or a special master) to better evaluate what level of further  
21 discovery and inquiry is appropriate.

22 Veoh does not meaningfully dispute that the production it seeks is massively  
23 burdensome. Veoh conceded at the June 3 hearing that nearly 2 months after  
24 receiving UMG's production of material regarding a far smaller number of works than  
25 it now seeks, Veoh still had not completed its review of the material. Obviously, the  
26 lower the amount of damages actually awarded, the greater the likelihood that Veoh  
27 will never bother to spend the time or money to even look at the materials it demands  
28 should be produced. UMG remains concerned that Veoh seeks this production more

1 to inflict costs on UMG than for any legitimate purpose. Veoh has yet to make any  
2 accurate showing that UMG does not control any of the works on its infringement list  
3 - even those as to which UMG has produced extensive documentation. After a  
4 verdict, the parties' relative incentives will be clear and a reasoned assessment of the  
5 need for extensive additional production can be made. Veoh suggests that the Court  
6 should act now to ignore the possibility of being able to consider the issue with better  
7 information.

8 Further, UMG is concerned that Veoh's proposal demands that UMG undertake  
9 a massive and costly discovery effort in the event that Veoh is found liable, without  
10 any guarantee that Veoh will ever satisfy a judgment against it. Veoh has repeatedly  
11 protested to this Court that it is running out of money, laying off personnel, and being  
12 driven toward insolvency.<sup>2</sup> Certainly, UMG should not be required to provide  
13 massively costly post-verdict discovery unless Veoh can somehow provide assurances  
14 that it will ultimately be able to satisfy a judgment against it. Veoh's proposal  
15 contemplates that UMG should have to produce a massive amount of material in 30  
16 days after a verdict in its favor (a time-frame that would also be impossible to meet).  
17 Of course, this scenario only arises if Veoh has been found liable for some amount of  
18 damages to UMG. Before UMG is required to undertake any such post-verdict  
19 discovery effort, Veoh should be required to secure the possible judgment. For  
20 example, the Court could require that Veoh deposit with the Court an amount  
21 representing 150% of the maximum damages award (the amount of damages per work  
22 awarded by the jury multiplied by the full number of copyrighted works UMG claims  
23

24 <sup>2</sup> Veoh also complains that this lawsuit has been expensive and purportedly devastated  
25 Veoh financially. First, such statements suggest that Veoh merely seeks to obtain  
26 some kind of financial revenge by inflicting costs on UMG – the victim of Veoh's  
27 massive copyright infringement. Moreover, Veoh's suggestions that this litigation has  
28 been the cause of any financial failing are grossly overblown. First, Veoh tries to  
conceal the fact that it had \$2 million of insurance coverage to pay for its defense of  
this case – rendering its claims of financial injury exceedingly hollow. Further,  
Veoh's own experts acknowledge that Veoh loses money on all aspects of its business.  
Any financial failings Veoh suffers are a consequence of its own business failures, not  
UMG's claims against it.

1 as infringed). In this way, UMG would at least be assured that any further discovery  
2 effort would not merely be a cost incurred after which Veoh would simply fail to  
3 satisfy the ultimate judgment. Given Veoh's protestations about its financial straits,  
4 such a requirement is far from unreasonable.

5 **B. UMG'S CONCLUSION**

6 The parties seem to agree that a staged trial proceeding makes sense. The  
7 parties further seem to agree that issues of liability and the amount of damages per  
8 infringed work should be litigated in an initial proceeding and that challenges to  
9 UMG's ownership rights in particular copyrighted works should be deferred to a  
10 second phase in order to determine the total amount of damages to be awarded.  
11 Veoh's proposal, however, fails to implement these apparent agreements in a fair or  
12 sensible manner. UMG has proposed a reasonable stipulation which would avoid  
13 prejudice to either party, would avoid unnecessary burdens on the Court, and would  
14 allow the precise procedures for handling the second phase proceeding to be worked  
15 out after all parties and the Court know precisely what is at stake. UMG's proposal  
16 should be entered.

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1 IT IS SO STIPULATED.

2  
3 Dated: July 13, 2009

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# EXHIBIT A



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14 Attorneys for Defendant  
15 VEOH NETWORKS, INC.

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**  
18 **WESTERN DIVISION**

19 UMG RECORDINGS, INC., *et al.*,

20 Plaintiffs,

21 vs.

22 VEOH NETWORKS, INC. a California  
23 Corporation, *et al.*,

24 Defendants.

Case No. CV 07 5744 – AHM (AJWx)

**JOINT STIPULATION AND  
PROPOSAL RE VEOH'S MOTION  
TO COMPEL CHAIN OF TITLE  
DOCUMENTS**

1 STIPULATION

2 The parties to the above entitled action, by and through their respective counsel  
3 of record, hereby stipulate as follows:

4 WHEREAS this Court entered an Order on March 5, 2009 Re: Veoh's Renewed  
5 Motion to Compel Plaintiffs ("UMG") to Produce Chain of Title/Rights Information  
6 Re Same (Dkt. No. 321) ("March 5, 2009 Order") requiring UMG to produce a 20%  
7 sample of chain of title documents;

8 WHEREAS Veoh filed its Motion to Compel UMG to Produce Chain of Title  
9 Documents for the Remaining 80% of Identified Copyrights Based on Defects  
10 Admitted by UMG ("Motion") on May 4, 2009 (Dkt. No. 432);

11 WHEREAS the Court held a hearing regarding Veoh's Motion on June 3, 2009,  
12 during which the parties agreed to further discuss the most efficient means by which  
13 to resolve the chain of title production and review given the current case schedule, and  
14 indicated that the parties would report back to the Court on the progress of those  
15 discussions;

16 NOW, THEREFORE, the parties to the above entitled action, by and through  
17 their respective counsel of record, hereby stipulate as follows:

18 The parties propose the following approach to resolve the issues surrounding  
19 the chain of title production and review.

20 For purposes of trial, UMG agrees to produce copyright registration certificates  
21 for all allegedly infringed works.

22 If Veoh is found liable to UMG for any alleged work at trial, UMG agrees to  
23 produce the remaining chain of title documents (including all categories of documents  
24 ordered in the March 5, 2009 Order (Dkt. No. 321)) for any such work within thirty  
25 days of the completion of trial.

26 In the event that the first trial results in a finding of liability and damages, a  
27 subsequent hearing would be scheduled devoted to resolving any challenges Veoh has  
28 to UMG's alleged ownership of any of the works for which Veoh has been found to

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infringe at trial.

The subsequent hearing would occur no sooner than forty five days after UMG's complete chain of title production to allow Veoh time to review and analyze the documents.

This stipulation is without prejudice to Veoh challenging in the first trial any attempt by UMG to seek separate statutory damages awards in respect of individual sound recording copyrighted works that were published originally as a compilation.

IT IS SO STIPULATED.

Dated: June \_\_, 2009

**WINSTON & STRAWN LLP**

By \_\_\_\_\_  
Michael S. Elkin  
Thomas P. Lane  
Jennifer A. Golinveaux  
Rebecca Calkins  
Erin R. Ranahan  
Attorneys for Defendant  
VEOH NETWORKS, INC.

Dated: June \_\_, 2009

**IRELL & MANELLA LLP**

By \_\_\_\_\_  
Brian Ledahl  
Attorney for Plaintiffs  
UMG RECORDINGS, INC.,  
UNIVERSAL MUSIC CORP., SONGS OF  
UNIVERSAL, INC.; UNIVERSAL-  
POLYGRAM INTERNATIONAL  
PUBLISHING, INC.; RONDOR MUSIC  
INTERNATIONAL, INC.; UNIVERSAL  
MUSIC – MGB NA LLC; UNIVERSAL  
MUSIC – Z TUNES LLC; and  
UNIVERSAL – MBG MUSIC  
PUBLISHING LTD.

# EXHIBIT B

1 Rebecca Calkins (SBN: 195593)  
Erin Ranahan (SBN: 235286)  
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3 Los Angeles, CA 90071-1543  
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5 Jennifer A. Golinveaux (SBN 203056)  
6 **WINSTON & STRAWN LLP**  
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7 San Francisco, CA 94111  
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9 Michael S. Elkin (*admitted pro hac vice*)  
10 Thomas P. Lane (*admitted pro hac vice*)  
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14 Attorneys for Defendant  
15 VEOH NETWORKS, INC.

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**  
18 **WESTERN DIVISION**

19 UMG RECORDINGS, INC., *et al.*,

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Case No. CV 07 5744 – AHM (AJWx)

**JOINT STIPULATION AND  
PROPOSAL RE VEOH'S MOTION  
TO COMPEL CHAIN OF TITLE  
DOCUMENTS**

**STIPULATION**

The parties to the above entitled action, by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS this Court entered an Order on March 5, 2009 Re: Veoh's Renewed Motion to Compel Plaintiffs ("UMG") to Produce Chain of Title/Rights Information Re Same (Dkt. No. 321) ("March 5, 2009 Order") requiring UMG to produce a 20% sample of chain of title documents;

WHEREAS Veoh filed its Motion to Compel UMG to Produce Chain of Title Documents for the Remaining 80% of Identified Copyrights Based on Defects Admitted by UMG ("Motion") on May 4, 2009 (Dkt. No. 432);

WHEREAS the Court held a hearing regarding Veoh's Motion on June 3, 2009, during which the parties agreed to further discuss the most efficient means by which to resolve the chain of title production and review given the current case schedule, and indicated that the parties would report back to the Court on the progress of those discussions;

NOW, THEREFORE, the parties to the above entitled action, by and through their respective counsel of record, hereby stipulate as follows:

The parties propose the following approach to resolve the issues surrounding the chain of title production and review.

1. For purposes of the trial set for August 18, 2009, UMG agrees to produce copyright registration materials for the allegedly infringed works;

2. The parties agree that trial in this matter will address issues of liability and the appropriate measure of statutory damages per infringed work to be imposed, should Veoh be found liable;

3. The parties will not litigate issues of ownership of any of the copyrights at issue during the initial trial of this matter;

4. If Veoh is found liable to UMG for any alleged work at trial, the parties agree that issues of ownership of any particular copyright in issue may be addressed

1 through a subsequent proceeding;

2 5. Within thirty (30) days after a verdict in favor of UMG, the parties will  
3 submit a joint proposal setting forth a proposed procedure for addressing any issues  
4 regarding ownership of any particular copyright in issue, including whether the issue  
5 is to be addressed to the Court or to a special master appointed for such purpose;

6 6. The parties joint proposal shall also set forth their proposal(s) for  
7 addressing any issues of discovery relating to ownership rights in the works at suit  
8 that were the subject of Veoh's Motion to Compel (Dkt. # 432);

9 7. This stipulation is without prejudice to Veoh challenging, in the initial  
10 phase of trial, any attempt by UMG to seek separate statutory damages awards in  
11 respect of individual sound recording copyrighted works that Veoh contends were  
12 published originally as a compilation.

13  
14 IT IS SO STIPULATED.

15  
16 Dated: June \_\_\_, 2009

**WINSTON & STRAWN LLP**

17  
18 By \_\_\_\_\_

19 Michael S. Elkin  
20 Thomas P. Lane  
21 Jennifer A. Golinveaux  
22 Rebecca Calkins  
23 Erin R. Ranahan  
24 Attorneys for Defendant  
25 VEOH NETWORKS, INC.

26  
27 Dated: June \_\_\_, 2009

**IRELL & MANELLA LLP**

28  
By \_\_\_\_\_

29 Brian Ledahl  
30 Attorney for Plaintiffs  
31 UMG RECORDINGS, INC.,  
32 UNIVERSAL MUSIC CORP., SONGS OF  
33 UNIVERSAL, INC.; UNIVERSAL-  
34 POLYGRAM INTERNATIONAL  
35 PUBLISHING, INC.; RONDOR MUSIC  
36 INTERNATIONAL, INC.; UNIVERSAL

Winston & Strawn LLP  
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San Francisco, CA 94111-5894

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MUSIC – MGB NA LLC; UNIVERSAL  
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# EXHIBIT C

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1 Rebecca Calkins (SBN: 195593)  
Erin Ranahan (SBN: 235286)  
2 **WINSTON & STRAWN LLP**  
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3 Los Angeles, CA 90071-1543  
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4 Facsimile: 213-615-1750  
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11 200 Park Avenue  
New York, New York 10166  
12 (212) 294-6700 (Telephone)  
(212) 294-4700 (Facsimile)  
13 Email: [melkin@winston.com](mailto:melkin@winston.com)  
Email: [tlane@winston.com](mailto:tlane@winston.com)

14 Attorneys for Defendant  
15 VEOH NETWORKS, INC.

16 **UNITED STATES DISTRICT COURT**  
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19 UMG RECORDINGS, INC., *et al.*,

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Case No. CV 07 5744 – AHM (AJWx)

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3 documents ordered in the March 5, 2009 Order (Dkt. No. 321)) for any such work  
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5 of any particular copyright in issue may be addressed through a subsequent  
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8 subsequent hearing would be scheduled devoted to resolving any challenges Veoh has  
9 to UMG's alleged ownership of any of the works for which Veoh has been found to  
10 infringe at trial.

11           The subsequent hearing would occur no sooner than forty five days after  
12 UMG's complete chain of title production to allow Veoh time to review and analyze  
13 the documents.

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15 submit a joint proposal setting forth a proposed procedure for addressing any issues  
16 regarding ownership of any particular copyright in issue, including whether the issue  
17 is to be addressed to the Court or to a special master appointed for such purpose;

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19 addressing any issues of discovery relating to ownership rights in the works at suit  
20 that were the subject of Veoh's Motion to Compel (Dkt. # 432);

21           7.        This stipulation is without prejudice to Veoh challenging, in the  
22 first initial phase of trial, any attempt by UMG to seek separate statutory damages  
23 awards in respect of individual sound recording copyrighted works that Veoh  
24 contends were published originally as a compilation.

25  
26           IT IS SO STIPULATED.

27 Dated: June \_\_, 2009

28           WINSTON & STRAWN LLP

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By \_\_\_\_\_  
Michael S. Elkin  
Thomas P. Lane  
Jennifer A. Golinveaux  
Rebecca Calkins  
Erin R. Ranahan  
Attorneys for Defendant  
VEOH NETWORKS, INC.

Dated: June \_\_\_\_, 2009

**IRELL & MANELLA LLP**

By \_\_\_\_\_  
Brian Ledahl  
Attorney for Plaintiffs  
UMG RECORDINGS, INC.,  
UNIVERSAL MUSIC CORP., SONGS OF  
UNIVERSAL, INC.; UNIVERSAL-  
POLYGRAM INTERNATIONAL  
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# EXHIBIT D

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**From:** Ranahan, Erin R.  
**Sent:** Friday, June 26, 2009 5:13 PM  
**To:** 'Ledahl, Brian'  
**Cc:** Golinveaux, Jennifer A.; Lane, Thomas P.; Elkin, Michael S.  
**Subject:** UMG v. Veoh-- Proposed Stipulation re Chain of Title

Brian,

Based on the discussions we have had regarding the most efficient means by which to resolve the chain of title production and review given the current case schedule, attached please find Veoh's proposed stipulation regarding the same. Please let us know if this meets your approval.

Regards,

-Erin

**Erin R. Ranahan**

**Associate**

Winston & Strawn LLP  
333 S. Grand Avenue  
Los Angeles, CA 90071-1543

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F: +1 (213) 615-1750

Bio | VCard | Email | [www.winston.com](http://www.winston.com)

**From:** Ledahl, Brian [mailto:BLedahl@irell.com]  
**Sent:** Monday, July 06, 2009 11:46 AM  
**To:** Lane, Thomas P.; 'melkin@winton.com'; Golinveaux, Jennifer A.; Ranahan, Erin R.  
**Cc:** Ledahl, Brian  
**Subject:** UMG v. Veah

Counsel,

Further to our conversations about a possible phasing of trial in this matter and deferral of litigating issues of ownership of particular copyrights to a second phase, attached is a mark-up of the stipulation you had previously circulated. Please let us know your thoughts as soon as possible.

Best regards,

Brian

Brian Ledahl  
Irell & Manella LLP  
1800 Avenue of the Stars, Suite 900  
Los Angeles, California 90067  
Direct: 310.203.7927  
Facsimile: 310.203.7199  
E-mail: [bledahl@irell.com](mailto:bledahl@irell.com)

ccmailg.irell.com made the following annotations

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PLEASE NOTE: This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient(s) is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system. Thank you.  
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**Ranahan, Erin R.**

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**From:** Ranahan, Erin R.  
**Sent:** Tuesday, July 07, 2009 12:37 PM  
**To:** 'Ledahl, Brian'; Lane, Thomas P.; 'melkin@winton.com'; Golinveaux, Jennifer A.  
**Subject:** RE: UMG v. Veoh

Brian,

The draft stipulation you sent yesterday is not going to work for us.

We have two primary concerns. First, we need UMG to commit now to producing the chain of ownership documents within a period of time. Further, UMG needs to put into evidence at trial the works UMG purports to own by virtue of the copyright registrations (we would not challenge underlying ownership, but to the extent the registrations themselves are deficient, we would need to address that).

If we are unable to resolve these issues, we propose making a joint call to the clerk to discuss submitting our respective stipulations with Judge Wistrich, and he could order further briefing/conduct a hearing if he considers it necessary. Let me know if you are available later this afternoon or tomorrow to make this call.

Best Regards,

-Erin

---

**From:** Ledahl, Brian [mailto:BLedahl@irell.com]  
**Sent:** Monday, July 06, 2009 11:46 AM  
**To:** Lane, Thomas P.; 'melkin@winton.com'; Golinveaux, Jennifer A.; Ranahan, Erin R.  
**Cc:** Ledahl, Brian  
**Subject:** UMG v. Veoh

Counsel,

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Best regards,

Brian



Brian Ledahl  
Irell & Manella LLP  
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7/13/2009

EXHIBIT D - PAGE 28

ccmailg.irell.com made the following annotations

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PLEASE NOTE: This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient(s) is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system. Thank you.

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