

## EXHIBIT C

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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
-----x

3 THE FOOTBALL ASSOCIATION  
4 PREMIER LEAGUE, BOURNE CO,  
5 (together with its affiliate  
6 MURBO MUSIC PUBLISHING, INC.,  
7 CHERRY LANE MUSIC PUBLISHING  
8 CO., INC., CAL IV  
9 ENTERTAINMENT, LLC, ROBERT TUR  
10 d/b/a LOS ANGELES NEWS  
11 SERVICE, NATIONAL MUSIC  
12 PUBLISHERS ASSOCIATION, THE  
13 RODGERS & HAMMERSTEIN  
14 ORGANIZATION, STAGE THREE  
15 MUSIC (US), INC., EDWARD B.  
16 MARKS MUSIC COMPANY, FREDDY  
17 BEINSTOCK MUSIC COMPANY d/b/a  
18 BIENSTOCK PUBLISHING COMPANY,  
19 ALLEY MUSIC CORPORATION, X-RAY  
20 DOG MUSIC, INC., FEDERATION  
21 FRANCAISE DE TENNIS, THE  
22 SCOTTISH PREMIER LEAGUE  
23 LIMITED, THE MUSIC FORCE MEDIA  
24 GROUP, LLC, THE MUSIC FORCE,  
25 LLC, and SINDROME RECORDS,  
LTD., on behalf of themselves  
and all others similarly  
situated,

Plaintiffs,

v.

07 CV 3582 (LLS)

YOUTUBE, INC., YOUTUBE, LLC  
and GOOGLE, INC.,  
Defendants.

-----x

New York, N.Y.

July 15, 2008  
3:10 p.m.

Before:

HON. LOUIS L. STANTON,

District Judge

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25 and, that is, it's for purposes of this litigation, especially

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1 in a case where we give them notice in advance, I think we  
2 ought to be found to have complied with the order or, at a  
3 minimum, find some way to allow us to file our motion in the  
4 Ninth Circuit. Thank you, Judge.

5 THE COURT: Thank you, counsel. I am prepared to rule  
6 on these matters, and it seems to me that the ruling should  
7 start where the arguments close, which is with the last  
8 sentence of paragraph 14 of the protective order. "In  
9 particular, neither confidential nor highly confidential, nor  
10 any copies and/or extracts thereof nor anything derived  
11 therefrom shall be disclosed in any way to any person,  
12 attorney, government agency, or expert, for use in any other  
13 litigation or contemplated litigation or for any other purpose  
14 extraneous to this litigation."

15 Now, that hints at the central underlying question on  
16 this application, which is whether the Tur case in the Ninth  
17 Circuit is effectively this case, so that disclosure to  
18 Mr. Pizzulli for him to use in the Ninth Circuit was  
19 permissible under paragraph 2a of the protective order, which  
20 permits disclosure to "outside counsel retained by a party for  
21 representation in this case." And then the language goes on.

22 Now, the parties and the claims in the Tur case  
23 include -- I'm sorry, in this case include the parties and the  
24 claims in the Tur case, but the two cases are separate. They  
25 were separately commenced in separate jurisdictions. The Tur

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1 case was discontinued for the purpose of gaining efficiency of  
2 combining the litigation of its claims here. There is a  
3 proceeding in the Ninth Circuit in the Tur case which is not a  
4 proceeding in this case, and, of course, a judgment rendered in  
5 the appeal of the Tur case may have res judicata or estoppel  
6 effect here in this case, but that is true of judgments  
7 rendered in other courts in separate cases all the time.

8 This case is meticulously defined in paragraph 14 of  
9 the protective order, and it does not include the Tur action in  
10 the Ninth Circuit. So, Mr. Pizzulli's retainer in the Tur  
11 action is not of itself a retainer in this action, nor does  
12 anything of record in this action indicate that he has been  
13 retained or could be retained in this action. Neither his name  
14 nor his firm appear as signatories to the protective order. In  
15 that order, Tur is represented by Proskauer Rose and Bernstein  
16 Litowitz. Mr. Pizzulli has not filed a notice of appearance  
17 nor sought to appear pro hac vice in this action.

18 From a check of the records this morning, he does not  
19 appear to be a member of either the New York State bar or the  
20 bar of this court. Under the circumstances, Mr. Solomon's  
21 statement in his July 15 letter to this Court that I quote  
22 "Francis Pizzulli is acting as co-counsel for Tur in this  
23 action" and "has been expressly retained for this action" seems  
24 to be too cavalier a view of the words in paragraph 2a  
25 "retained for representation in this case."

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1           The better view is that expressed in Mr. Schapiro's  
2 July 14 letter to the Court where he says at page 2: "The  
3 protective order is clear about the set of attorneys entitled  
4 to receive material designated as confidential. Outside  
5 counsel retained by a party for representation in this case"  
6 quoting the protective order.

7           Mr. Pizzulli represents Mr. Tur in the Ninth Circuit,  
8 but he is not counsel in the cases pending before this Court.  
9 He is, therefore, not covered by the protective order. Then he  
10 starts another paragraph. "Class plaintiffs suggested in  
11 communications over the weekend that Mr. Pizzulli should be  
12 considered counsel in this case because, according to class  
13 counsel, Mr. Pizzulli is advising Mr. Tur about this case.  
14 That reading of the protective order is unsustainable. It  
15 would allow the several firms of record in this case to share  
16 information with any non-record counsel they want on the theory  
17 that those lawyers' views might be helpful. The parties' most  
18 sensitive information could be circulating at dozens of firms.  
19 Some of those firms, like Mr. Pizzulli's, might have other  
20 active cases against one or more parties in this litigation."  
21 I think that expresses the better view of this situation.

22           Now, Mr. Schapiro goes further and concludes that:  
23 "The disclosure of the documents to Mr. Pizzulli is a breach of  
24 the protective order, plain and simple."

25           I do not think that the question is plain or simple,

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1           but I agree it was a breach of the protective order. It  
2 follows that Mr. Solomon's view expressed in his July 14 letter

3 to the Court that the protective order allows the appeal in the  
4 Ninth Circuit to be treated as part of this case is also wrong.  
5 Thus, filing the documents in the Court of Appeals for the  
6 Ninth Circuit was in breach of the protective order. The fact  
7 that plaintiffs disclosed their proposed finding in advance  
8 showing the documents intended to be used and received no  
9 objection on grounds of confidentiality, until much later in  
10 the story, weighs heavily in the plaintiff's favor. It would  
11 be a complete answer if they had made clear that the documents  
12 had been designated as confidential under the protective order  
13 and asked for and sent under that order.

14 I do not have nor seek the power to tell the Court of  
15 Appeals for the Ninth Circuit what materials they may admit to  
16 be filed in the matters before them, and I am reluctant to tell  
17 the parties to that appeal how to conduct it in that court.

18 I do authorize and direct counsel in this case to  
19 inform the Court of Appeals for the Ninth Circuit that I have  
20 ruled that disclosure of the documents to Mr. Pizzulli and  
21 filed them with the Court of Appeals for the Ninth Circuit were  
22 both in breach of the protective order.

23 I think that disposes of that part of the application.

24 I'm prepared to hear the parties and rule on the  
25 question of de-designation of the documents if you want to

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1 proceed with that. Otherwise, I'll await the completion of  
2 whatever other proceedings there are in that respect to going  
3 forward under the protective order.

4 MR. SCHAPIRO: Just to clarify, your Honor, before we  
5 get --