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Declaration of Roy A. Kartiel In Support
Of Plaintiffs' Motion for Class Certification
Charoensak et. al. v. Apple Computer, Inc., 05-cv-37 JW

SOMTAI TROY CHAROENSAK and
MARIANNA ROSEN, Individually and on
Behalf of All Others Similarly Situated,
Plaintiff,
v.
APPLE COMPUTER, INC.,
Defendants.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

No. C-05-00037 JW

DECLARATION OF ROY A. KATRIEL IN
SUPPORT OF PLAINTIFFS' MOTION FOR
CLASS CERTIFICATION

Date: April 16, 2007
Time: 9:00 am
Place: Courtroom 8, 4th Floor

Michael D. Braun (#167416)
BRAUN LAW GROUP, P.C.
12400 Wilshire Boulevard,
Suite 920
Los Angeles, CA 90025
Telephone: (310) 442-7755
Facsimile: (310) 442-7756
Roy A. Kartiel (*pro hac vice application filed*)
THE KATRIEL LAW FIRM
1101 30th Street, NW
Suite 500
Washington, DC 20007
Telephone: (202) 625-4342
Jacqueline Sailer
Eric J. Belth (*pro hac vice*)
MURRAY, FRANK & SAILER LLP
275 Madison Avenue
Suite 801
New York, NY 10016-1101
Telephone: (212) 682-1818
Facsimile: (212) 682-1892
Counsel for Plaintiff

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Declaration of Roy A. Katriel In Support
Of Plaintiffs' Motion For Class Certification
Charoensak et. al. v. Apple Computer, Inc., 05-cv-37 JW

1, Roy A. Katriel, declare:
1. I am a partner at The Katriel Law Firm located at 1101 30th Street, NW Suite 500 in Washington, DC, am counsel for plaintiffs in the above-entitled action, and am admitted to practice pro hac vice before this Court in this action. I make this declaration out of my personal knowledge, and if called upon to testify, I would and could do so as stated herein.

2. Attached hereto as Exhibit 1 is a true and correct copy of Defendant's Responses to Plaintiffs' First Set of Interrogatories Direct at Defendant Apple Computer, Inc. in this action.
3. Attached hereto as Exhibit 2 is a firm biography detailing the experience and qualifications of The Katriel Law Firm.

4. Attached hereto as Exhibit 3 is a true and correct copy of the receipt of plaintiff Somjai Troy Charoensak for the purchase of his Apple iPod from the Apple Store.
5. Attached hereto as Exhibit 4 is a true and correct copy of the Purchase History of plaintiff Somjai Troy Charoensak, documenting his purchases from Apple's iTunes music store.
6. Attached hereto as Exhibit 5 is a true and correct copy of a credit card statement belonging to plaintiff Marianna Rosen, documenting her purchase of an Apple iPod from the Apple Store.

7. Attached hereto as Exhibit 6 is a true and correct copy of a receipt documenting plaintiff Marianna Rosen's second purchase of an Apple iPod from the Apple Store.
8. Attached hereto as Exhibit 7 is a true and correct copy of the Purchase History of plaintiff Marianna Rosen, documenting her purchases from Apple's iTunes music store.
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.
Executed this 22nd day of January, 2007 in Washington, DC.

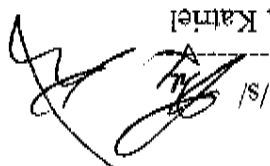
/s/ 
Roy A. Katriel

EXHIBIT 1

SFI-537269V7

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Propounding Parties: Plaintiffs Somtai Troy Charoensak and Mariana Rosen
Responding Party: Defendant Apple Computer, Inc.
Set: One

SOMTAI TROY CHAROENSAK and
MARIANA ROSEN, individually, and
on behalf of all others similarly situated,
Plaintiffs,
v.
APPLE COMPUTER, INC.,
Defendant.

DEFENDANT'S RESPONSES TO
PLAINTIFFS' FIRST SET OF
INTERROGATORIES DIRECTED AT
DEFENDANT APPLE COMPUTER, INC.

Case No. C 05 00037 JW

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Robert A. Mittelstaedt #060359
Caroline N. Mitchell #143124
Adam R. Sand #217712
Tracy M. Strong #221540
JONES DAY
555 California Street, 26th Floor
San Francisco, CA 94104
Telephone: (415) 626-3939
Facsimile: (415) 875-5700
ramittelstaedt@jonesday.com
cmitchell@jonesday.com
ewallace@jonesday.com
arsand@jonesday.com
Attorneys for Defendant
APPLE COMPUTER, INC.

1 By agreement of the parties, defendant Apple Computer, Inc. ("Apple") submits this
2 response to the First Set of Special Interrogatories originally served by then-plaintiff Slattery and
3 objected to by Apple when Slattery announced that he intended to withdraw from this case and
4 seek leave to substitute other plaintiffs in his stead.

OBJECTIONS

5
6 **Argumentative:** Apple objects to this discovery as argumentative to the extent it purports
7 to represent as fact matters that are disputed in the underlying litigation or mischaracterizes the
8 law. By responding, Apple in no way admits the accuracy of plaintiffs' characterization of either
9 the facts or the applicable law. This objection will hereafter be referred to as the "Argumentative
10 Objection."

11 **Burden:** Apple objects to the breadth and burden of this discovery in relationship to its
12 relevance. Apple objects to the extent this discovery seeks "all" responsive information
13 regardless of its materiality and relevance. Apple further objects to the extent producing pursuant
14 to a "sufficient to show standard," or in an alternative form, is more reasonable under the
15 circumstances. Apple will not produce documents or information in response to this request that
16 exceeds the discovery that plaintiffs are entitled to under the applicable statutes or rules. This
17 objection will hereafter be referred to as the "Burden Objection."

18 **Compound:** Apple objects to the extent that this discovery violates the applicable
19 procedural statutes or rules to the extent that it is compound, conjunctive or disjunctive, resulting
20 in plaintiffs disguising the true amount of discovery they are taking and makes the call of the
21 question (or questions) impossible to ascertain. Apple will treat each subpart as a separately
22 propounded request. This objection will hereafter be referred to as the "Compound Objection."

23 **Geographic Location:** Apple objects to the discovery to the extent it imposes on Apple
24 an obligation to search for and produce materials unrelated to the geographic scope at issue in this
25 case. For example, Apple will not produce information or documents discussing any geographic
26 regions outside the United States. This objection will hereafter be referred to as the "Geographic
27 Location Objection."

28

Reasonable and Diligent Search Objection: Apple objects to the discovery to the extent it is overbroad and purports to require Apple to search broadly for responsive materials from persons who will not have responsive information. Apple will conduct a reasonable and diligent search for information in their possession, custody and control. This objection will be referred to hereafter as the "Reasonable and Diligent Search Objection."

Scope and Relevancy: Apple objects to this discovery to the extent the scope of the requests for which plaintiffs seek responsive material is overbroad, burdensome and oppressive. This occurs when the discovery seeks information that is not reasonably calculated to lead to the discovery of admissible evidence or where the burden of producing the requested material far outweighs the benefit to plaintiffs of its production. Apple further objects to the extent the discovery requests do not relate to class certification issues, based on this Court's November 21, 2006, Order Following Further Case Management Conference. By providing information or documents responsive to these discovery requests, Apple is not waiving its right to rely on that Order or agreeing that this discovery relates to class certification issues. This objection will hereafter be referred to as the "Scope and Relevancy Objection."

Time Period: Apple objects to this discovery to the extent that the time period for which plaintiffs ask Apple to respond is overbroad and burdensome. When Apple agrees to respond, but asserts this objection, Apple will respond for the time period from April 28, 2003 through November 30, 2006, unless it is clear from the substance of a request that a shorter period will suffice (e.g., if a request relates to events that did not happen until 2005, Apple will search for documents or information beginning in 2005, not 2004). This objection will hereafter be referred to as the "Time Period Objection."

Vague and Ambiguous: Apple objects to this discovery to the extent that the terms used are so amorphous and overbroad that they either make the breadth of the request if literally read so overbroad and burdensome as to be unreasonable and beyond the bounds of relevance and/or they make it difficult for Apple to ascertain, with specificity sufficient to allow defendant to conduct a search, what materials plaintiffs is seeking. This objection will hereafter be referred to as the "Vague and Ambiguous Objection."

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RESPONSES TO SPECIAL INTERROGATORIES

INTERROGATORY NO. 1: Other than the iPod, identify by brand and model number

and/or name each and every PORTABLE HARD-DRIVE DIGITAL MUSIC PLAYER that you

contend is capable of playing DIGITAL MUSIC FILES purchased from iTunes without first

altering in any way the DIGITAL MUSIC FILE (including without limitation altering and/or

converting the file format, encryption format, Digital Rights Management codes or programs

associated with the file).

RESPONSE TO INTERROGATORY NO. 1: Apple asserts the Scope and Relevancy,

Time Period, Vague and Ambiguous, Burden and Geographic Location objections. Apple also

objects that the phrase "altering in any way" is vague and ambiguous. Subject to these

objections, and without waiving same, Apple responds: Hewlett Packard iPod, Apple Shuffle,

Motorola ROKR, Motorola RAZR v3i and Motorola SLVR are capable of playing Digital Music

Files purchased from iTunes. In addition, copies of Digital Music Files purchased from iTunes may

be played on most if not all Portable Hard-Drive Digital Music Players, such as Creative's,

Microsoft's, Dell's, Rio's, River's, RCA's, Panasonic's, Epson's, Gateway's, Archos', Nokia's

and others by simply copying the original file to an audio CD and loading it onto a computer. It

is unclear from plaintiffs' use of the terms "altering" or "converting" whether copying constitutes

such altering or converting.

INTERROGATORY NO. 2: Other than the iPod, identify by brand and model number

and/or name, each and every PORTABLE HARD-DRIVE DIGITAL MUSIC PLAYER that is

capable of playing DIGITAL MUSIC FILES encoded in Apple's "AAC Protected" format in that

file's native form, without first altering the file in any way (including without limitation altering

and/or converting the file format, encryption format, Digital Rights Management codes or

program's associated with the file).

RESPONSE TO INTERROGATORY NO. 2: See objections and response to No. 1.

INTERROGATORY NO. 3: Other than the iPod, identify by brand and model number

and/or name each and every PORTABLE HARD-DRIVE DIGITAL MUSIC PLAYER that is

capable of playing DIGITAL MUSIC FILES containing Apple's Fairplay Digital Rights

1 Management in that file's native form, without first altering the file in any way (including without
2 limitation altering and/or converting the file format, encryption format, Digital Rights
3 Management codes or programs associated with the file).

4 RESPONSE TO INTERROGATORY NO. 3: See objections and response to No. 1.

5 INTERROGATORY NO. 4: Do you contend that under the iTunes Terms of Service

6 agreement, which is attached hereto as Ex. A, it is permissible for consumers who purchase a

7 DIGITAL MUSIC FILE from iTunes that is subject to Apple's Fairplay Digital Rights

8 Management to burn a copy of that file to a compact disc and rip or transfer that file back to the

9 consumer's computer so that the file may be played in a digital portable hand-drive music player

10 other than an iPod?

11 RESPONSE TO INTERROGATORY NO. 4: Apple asserts the Scope and Relevancy,

12 Compound, Time Period, Argumentative, Vague and Ambiguous and Burden objections. Subject

13 to these objections, and without waiving same, Apple responds: Yes, under the Terms of Service

14 Agreement, consumers may burn copyrighted songs to an audio CD and use them for personal,

15 noncommercial use.

16 INTERROGATORY NO. 5: Do you contend that burning onto a compact disc a

17 DIGITAL MUSIC FILE that is purchased from iTunes and "RIPPING" that file back into a

18 computer so as to circumvent Apple's Fairplay Digital Rights Management violates any of

19 Apple's Terms of Service, agreements, policies, licenses, rules, policies, and/or practice that are

20 or were in effect during any portion of the Class Period identified in the First Amended

21 Complaint in this action?

22 RESPONSE TO INTERROGATORY NO. 5: Apple asserts the Scope and Relevancy,

23 Compound, Time Period, Argumentative, Vague and Ambiguous, Geographic Location and

24 Burden objections. Apple also objects to the phrase "so as to circumvent Apple's Fairplay Digital

25 Rights Management" as vague, ambiguous and argumentative which renders this request

26 unintelligible and an incomplete hypothetical. Subject to these objections, and without waiving

27 same, Apple responds: Apple makes no such contention. Under Apple's Terms of Service

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Responses to First Set of Interrogatories
C 05 00037

1 Agreement and licensing agreements with the record labels, consumers may burn copyrighted songs to an audio CD and use them for personal, noncommercial use.

2 INTERROGATORY NO. 6: Unless your answer to Interrogatory No. 5 is an unequivocal

3 "No," identify with specificity each such agreement, Terms of Service, policy, license, rule,
4 policy, or practice that you contend the conduct described in Interrogatory No. 5 violates.

5 RESPONSE TO INTERROGATORY NO. 6: See objections and response to No. 5

6 above.

7 INTERROGATORY NO. 7: How many DIGITAL MUSIC FILES have been sold by

8 ITMS since April 28, 2003 to date?

9 RESPONSE TO INTERROGATORY NO. 7: Apple asserts the Reasonable and Diligent

10 Search, Scope and Relevancy, Geographic Location, Time Period and Burden objections. Subject
11 to these objections, and without waiving same, Apple responds: approximately 1,354,598,000

12 audio files were sold from April 28, 2003 through September 30, 2006 in the United States.

13 INTERROGATORY NO. 8: How many iPod units have been sold by Apple since April

14 28, 2003 to date?


15 RESPONSE TO INTERROGATORY NO. 8: Apple asserts the Reasonable and Diligent

16 Search, Scope and Relevancy, Geographic Location, Time Period and Burden objections. Subject
17 to these objections, and without waiving same, Apple responds: 13,251,142 iPods were sold by
18 Apple's retail and online stores in the United States from the beginning of the 3rd Quarter, 2003
19 (April 1, 2003) through the end of the 4th Quarter, 2006 (September 30, 2006).

20 Dated: December 22, 2006

21 Respectfully submitted,

22 JONES DAY

23 By:  Tracy M. Strong

24 Counsel for Defendant

25 APPLE COMPUTER, INC.

26 Responses to First Set of Interrogatories

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KATRIELLAW

PAGE 60

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VERIFICATION

Charoensak et al. v. Apple Computer, Inc.

I, Jeff Robbin, am the Vice President of Engineering for the Applications Group of Apple

Computer, Inc. ("Apple") and am authorized to execute this statement for and on behalf of Apple.

I have read the foregoing Defendant's Objections and Responses to Plaintiffs' First Set of

Interrogatories Directed at Defendant Apple Computer, Inc. The information set forth in

the responses is based upon material gathered by employees and agents of Apple. Reserving the

right to correct or amend the responses if inadvertent errors or additional information is

subsequently discovered, I am informed and believe that the matters stated in the responses are

true and correct and on that basis verify that they are true and correct.

I declare under penalty of perjury that the foregoing is true and correct. Executed at

Cupertino, California this 22-day of December, 2006.

By: _____

Jeff Robbin
Jeff Robbin

VERIFICATION

EXHIBIT 2

A host of federal and state laws regulate fair market practices that protect consumers against unfair and deceptive business practices. These unfair practices include false and deceptive advertising or marketing, false labeling, consumer fraud, violations of implied or express warranties, and violations of various statutory and regulatory

Consumer Fraud/False Advertising

Antitrust law seeks to ensure that markets are subject to competitive forces in our free-enterprise system, and remain free from unlawful market manipulation devices like price-fixing, market allocation, monopolization, tying, and other agreements in restraint of trade. By forbidding such practices, antitrust law ensures that businesses and ultimately consumers benefit from the fruits of competition—production of the best possible goods in a competitive market environment. Our firm represents and has represented consumers in class action cases alleging that particular defendant manufacturers, sellers, or dealers have engaged in unlawful monopolization, price-fixing, market allocation, and other agreements in restraint of trade.

Antitrust

Our class action litigation practice focuses primarily on the areas of antitrust, consumer fraud/false advertising, and product liability litigation. Occasionally, however, we litigate specific class action cases that fall outside the foregoing practice areas.

PRACTICE AREAS

The Katriel Law Firm is a law firm specializing in class action litigation. We represent classes of litigants, primarily aggrieved consumers, in litigating their claims on a classwide basis where litigating consumers' individual claims separately would prove to be unfeasible. Our primary areas of focus are antitrust, consumer fraud/false advertising, and product liability class action litigation. We have represented millions of class members in a variety of class action suits, and have successfully settled numerous class action lawsuits.

ABOUT OUR FIRM

THE KATRIEL LAW FIRM
 1101 30th Street, NW Suite 500
 Washington, DC 20007
 Telephone: (202) 625-4342
 Facsimile: (202) 625-6774
 email: rak@katriellaw.com

that benefited the class. various state courts, this matter was settled as part of a nationwide class action settlement litigation by The Kartiel Law Firm in federal court, and by other plaintiffs' firms in account payments in its "no payment no interest" store credit card. After successful case in which plaintiffs alleged that Home Depot, Inc. deceptively allocated consumers' King v. The Home Depot. The Kartiel Law Firm successfully settled this class action

class action settlement. Kartiel Law Firm in federal district court, the court issued its final order approving the electric seat heaters in the vehicles were defective. After successful litigation by The owners and lessees of thousands of Volkswagens Jetta automobiles, who alleged that the successful settlement of a product liability class action lawsuit brought on behalf of Holiday v. Volkswagen of America. The Kartiel Law Firm was lead counsel in this

settlement benefiting the class. Second Circuit, the district court entered its final order approving a class action Law Firm, which included litigation before the United States Court of Appeals for the modern device from defendants. After zealous and successful litigation by The Kartiel defendants unlawfully tied the sale of their subscription service to the leasing of a cable of Time Warner Cable high-speed Internet service. The complaint alleged that settlement of an antitrust class action lawsuit brought on behalf of millions of subscribers Sevier v. Time Warner Cable. The Kartiel Law Firm was lead counsel in this successful

REPRESENTATIVE CLASS ACTION SETTLEMENTS

Product liability law, a subset of tort law, addresses the injury caused to users and purchasers of products that are defectively designed, manufactured, or improperly labeled. Potential remedies for such violations may include compensatory money damages, statutory or punitive damages, as well as appropriate equitable or injunctive relief to remedy the harm caused by the allegedly defective product. Our firm represents and has represented consumers in class action cases involving a whole host of industries and consumer products that are alleged to be defective.

Product Liability

requirements aimed at ensuring consumer protection. Our firm represents and has represented consumers in class action cases who allege that they have been injured as a result of manufacturers' or sellers' unfair or deceptive business practices.

King v. McNeil Nutritionals. The Katriel Law Firm is lead counsel in this class action case that alleges that defendants engaged in false advertising and labeling, as well as other unfair and deceptive practices in connection with the marketing and sales of an artificial sweetener.

Ziegler v. Pacific Bell. The Katriel Law Firm is lead counsel in this unfair competition class action brought on behalf of millions of subscribers of Pacific Bell's California local telephone service, who allege that Pacific Bell engaged in unfair competition in its provision of local telephone service in California during the class period.

Stein v. SBC. The Katriel Law Firm is lead counsel in this antitrust class action brought on behalf of hundreds of thousands of subscribers of Pacific Bell's DSL service, who allege that defendants unlawfully monopolized the market for DSL service in California during the class period.

REPRESENTATIVE CLASS ACTION CASES

EXHIBIT 3

Tell us about your experience at the Apple Store. Visit www.apple.com/feedback/retail.html

sub-total \$269.00
 tax @8.5% \$22.87
 total \$291.87
 Payment Method
 Visa (A) 7026 600583
 Total Taxes \$291.87
 Change Due \$0.00

Product Description: Warranty
 Return Date: Dec. 05, 2004
 Effective through: Nov. 21, 2005
 \$29.90 fee if opened
 Support Contact: For Support, Visit
 APPLCOM/SUPPORT
 Qty: 1
 Unit Price: \$299.00
 Total: \$299.00 (\$30.00)
 Individual Educator
 Part Number M9282LL/A
 - See at Number J043855P39



Receipt ID

Email

Phone

Address

Customer

Date

November 21, 2004
 Sornali Charoenrak
 1774 27th Ave, San Francisco, CA 94122



Apple logo

EXHIBIT 4

CHAROENSAK 000002

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Order Date	Order	Titles Included in order	Total Price
01/11/06	M13830551	Shake That Monkey	\$0.99
01/11/06	M14265532	Homage to Patefonis, Come, Nervous Tension, Kneel Before Your God, A Tune for Jack, His Majest...	\$8.91
02/14/06	M156642830	86 aka Come Down On Me, The Fruity Track	\$2.97
02/17/06	M15664067	Fruity Fun in Love	\$0.99
03/22/06	M176530023	The Blower's Daughter	\$0.99
03/24/06	M177618907	Gift for kiyavong@gmail.com (Redeemed: 03/25/06 08:21 AM)	\$12.99
03/24/06	M177618907	Both Sides of the Gun	\$0.99
05/02/06	M19780503	Because of You	\$0.99
05/17/06	M203447180	Blow the Whistle (Main Version), Shig-a-Longs and Lubbies for the Film Circus George	\$10.99
05/16/06	M205784907	Because of You	\$1.99
06/06/06	M218638172	Outlaws	\$0.99
06/19/06	M223643301	Pearl Jam	\$9.99

Viewing Batch 2 out of 3

Previous Purchases

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Order Date	Order	Titles Included in order	Total Price
08/28/06	M22888786	Step in the Name of Love, Crazy	\$1.99
07/05/06	M23218642	Man of Science, Man of Faith (Premiere), Acriti, Oshankon, Everybody Hates Hugo	\$7.99
07/06/06	M232754035	.. And Found, Abandoned	\$3.99
07/08/06	M233032730	The Other 45 Days	\$1.99
07/09/06	M234425348	"?", Three Minutes, Live Together, Die Alone, Pt. 1, Live Together, Die Alone, Pt. 2	\$7.99
07/20/06	M23883434	Gift Certificate for Nancy	\$10.00
07/31/06	M245792289	Sex 'n' Money (Featuring Pharell Williams)	\$0.99
10/24/06	M25853115	Over the Rainbow	\$0.99
11/01/06	M301415382	Every Man for Himself	\$1.99
12/22/06	M30280480	Santa Claus Is Comin' to Town, Merry Christmas Baby, Streets of Philadelphia, All I Want for Christmas...	\$9.91

Viewing Batch 1 out of 3

Previous Purchases

Subtotal: \$1.99
 Tax: \$0.00
 Credit Card Total: \$1.99

Item	Artist	Type	Price
We Fly Right	Jim Jones	Song	\$0.99
Hips Don't Lie (Featuring Wycle Jean)	Shakira	Song	\$0.99

Date: 1/23/06 07:00 PM
 Order: M34044458

Secure Connection

Latest Purchase
 Purchase History

CHAROENSAK 000003

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Order Date	Order	Items Included In order	Total Price
01/04/06	M130480243	11-Flight That Learn Before You Land	\$8.98
12/27/05	M130022727	Gold Digger (Featuring Jamie Foxx), Jesus Walks	\$1.98
12/22/05	M128988875	St Corazon, Eso No Es Ni, Fiesta Brava, Desea Con Candela, La Guaranachunga, Father On Down the ...	\$11.98
10/01/06	M89370420	Blue Hawaii	\$8.98
07/11/06	M77457463	Casablanca Ever: Anthology	\$8.98
03/01/06	M40488503	How We Do	\$8.98
01/04/06	M35183760	Headbanger, Disco Inferno, Yo-Yo Mia Plays Ennio Morricone	\$11.97
12/29/06	M34181288	Loyal to the Game	\$8.98
12/19/06	M32828204	The Christmas Song (Merry Christmas to You), White Christmas, White Christmas, White Christmas	\$2.97
12/06/06	M31432150	The Bridge of San Luis Rey (Unabridged)	\$12.95

Viewing Batch 3 out of 3

Previous Purchases

Subtotal: \$1.98
 Tax: \$0.00
 Credit Card Total: \$1.98

Item: Jim Jones Shalika
 Type: Song
 Price: \$0.98

Date: 12/20/05 07:00 PM
 Order: M340444458
 Secure Connection

Purchase History

Latest Purchase

CHAVRONSAK 000095

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Report & Problem

Order Total: \$29.91
 Subtotal: \$29.91
 Tax: \$0.00

Item	Type	Price
Don't Waste Time	Song	\$0.99
La Vie En Rose	Song	\$0.99
Smile U Dawn Song	Song	\$0.99
OH, Inverted World	Song	\$0.99
Clay in Creep	Song	\$0.99
One Day One Me Day	Song	\$0.99
World Inside	Song	\$0.99
Now You Know	Song	\$0.99
Get Down Me	Song	\$0.99
New Stars	Song	\$0.99
The Golden Line	Song	\$0.99
Get on the Wind	Song	\$0.99
Your Asides	Song	\$0.99
Peared in Book	Song	\$0.99
The Fall and Penning	Song	\$0.99
Happy Together	Song	\$0.99
All Last	Song	\$0.99
The World of King Can (US Version)	Song	\$0.99
Stain	Song	\$0.99
It's Only a Paper Moon	Song	\$0.99
Straight Up and My Right	Song	\$0.99
(Get Your Kicks On) Route 66	Song	\$0.99
(I Love You) The Everlasting Tango	Song	\$0.99
Madame Butterfly	Song	\$0.99
Tommy Boy	Song	\$0.99
Intervention	Song	\$0.99
Walkin' the Dog (Black Lane)	Song	\$0.99
Oxygen (Black Lane)	Song	\$0.99
Speed for Me	Song	\$0.99
A Beautiful Fall	Song	\$0.99
How Like	Song	\$0.99
On the Street Where You Live	Song	\$0.99
Always in Your Arms (Black Lane)	Song	\$0.99
Remember (Black Lane)	Song	\$0.99
Let There Be Love	Song	\$0.99
You Stopped Out in a Dream	Song	\$0.99
Warm (Fall in Love)	Song	\$0.99
L-O-V-E	Song	\$0.99
Let's Face the Music and Dance	Song	\$0.99
Day in - Day Out	Song	\$0.99
Unfinished Business	Song	\$0.99
Stare	Song	\$0.99
Fly Me to the Moon (In Other Versions)	Song	\$0.99

Purchase History

Date: 1/17/05 01:42 PM
 Order: M104072544
 Invoice: 8M1257357

(a) Square Connection

EXHIBIT 5

ROSEN 000002

CONFIDENTIAL

MARIANNA ROSEN
236 TILLOU RD
SOUTH ORANGE, NJ 07079-1522

30788 MC 00 A L BRT010183

Payment Must be Received By: APR 05 2004

Your Total Balance: \$3690.18

Minimum amount Due: \$103.22

Your Account Number: 2969

Visit: www.citricards.com

Account Summary	Previous Balance	(-) Purchases & Advances	(+) Payments & Credits	(-) FINANCE CHARGE	(-) New Balance
PURCHASES	\$27.22	\$3,690.18	\$0.00	\$24.69	\$3,690.18
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$27.22	\$3,690.18	\$0.00	\$24.69	\$3,690.18

The Annual Percentage Rate on your account may increase due to one of the following reasons stated in your Card Agreement with us: if you fail to make a payment to us or any other creditor when due, you exceed your credit line or you make a payment to us that is not honored by your bank.

Standard Purch	Date	Amount
APPL STORE SHORT MILLS SHORT HILLS NJ	2/18	27.22
...
...

Activity Since Last Statement	Reference Number	Post Date
Statement closing date 03/10/2004	57117	03/10/2004
Amount over credit line \$4559		
Available Cash Limit \$1500		
Minimum amount due \$103.22		

EXHIBIT 6

ROSEN 000003

Apple Store, Short Hills
 1200 Morris TPKE STE 0102
 Short Hills, NJ 07078
 Short Hills@apple.com
 973-467-4800
 www.apple.com/retail/shorthills

September 20, 2006

MARIANNA ROSEN

Contour Showcase Sport for iPod
 30GB
 Part Number: G541LL/A
 Warranty effective through Sep. 18, 2008
 Return Date: Oct. 04, 2006
 Customer Service - 800-462-6678

iPod, 30GB - Black
 Part Number: MA446LL/A
 Serial Number: M6356359M
 Warranty effective through Sep. 19, 2007
 Return Date: Oct. 04, 2006
 \$249.00
 \$24.90 fee if opened
 For Support, Visit -
 APPLE.COM/SUPPORT

iBelt On Stage II UD Black
 Part Number: K199VC/A
 Warranty effective through Sep. 19, 2007
 Return Date: Oct. 04, 2006
 For Support Contact -
 WWW.HARMANKARDON.COM

Sub-Total \$408.90
 Tax @ 7.0% \$28.62
 Total \$437.52
 Amount Paid Via Master Card (A) \$437.52
 XXXXXXXXXXXXXXX9578
 020109



Tell us about your experience at the Apple Store. Visit
 www.apple.com/feedback/retail.html

EXHIBIT 7

ROSEN 000016

Screen Capture

Order Date	Order	Item	Artist	Type
11/25/06	M315734632	Like It Was, Nice She Aint, Bang, Children and Art, Beautiful Girls, The Miracle Song		Office Party
10/03/06	M278621285	It Takes Two		Shorts International
09/25/06	M278621285	Listen to the Rain On the Roof		Video
09/14/06	M271369317	Pucote: Turandot		
08/19/06	M255998671	Forever, Eighties, Someday, Find, Wave Force, Point Zero, Mind Games		
08/19/06	M255998671	The Colours, Easter Island, Easter Island (Cyrnus X Mix), Mongoose		
08/10/06	M246158993	Here It Is, By the Rivers Dark, Alexandra Leaving, You Have Loved Enough, Boogie Street		
08/10/06	M246158993	In My Secret Life, Closing Time		
07/01/06	M230259046	If I Had a Hammer, A Hard Rain's A Gonna Fall, Staggy Lee, Gates of Eden, It's All Over N		
06/23/06	M225948263	Living With Wer, Juicebox		
05/28/06	M211911029	Russian Girls, Tennessee Stud		

Files included in order

Previous Purchases

Viewing Batch 1 out of 4

Previous Next

LIBRARY

- Music
- Movies
- TV Shows
- Podcasts
- Radio

STORE

- iTunes Store

DEVICES

- The Essential...

PLAYLISTS

- Party Shuffle
- 60's Music
- Music Videos
- Selected Item

File Edit Control View Score Advanced Help

Search iTunes Store

Account Information Purchase History

Search iTunes Store

ROSEN 000017

Selected Items

- Music Videos
- 60's Music
- Party Shuffle

PLAYLISTS

- The Essential...

DEVICES

STORE

- iTunes Store
- Radio
- Podcasts
- TV Shows
- Movies
- Music

LIBRARY

Viewing Batch 1 out of 4

Titles included in order

Price	Artist	Type
\$1.99	Shorts International	Video
\$12.76	Like It Was, Nice She Ain't, Bang, Children and Art, Beautiful Girls, The Miracle Song	
\$1.99	It Takes Two	
\$1.99	Listen to the Rain On the Roof	
\$19.98	Puccini: Turandot	
\$10.99	Forever, Eighties, Someday, Find, Wave Force, Point Zero, Mind Games	
\$0.99	The Colours, Easter Island (Cygnus X Mix), Mongoose	
\$0.00	Here It Is, By the Rivers Dark, Alexandra Leaving, You Have Loved Enough, Boogie Street	
\$0.00	In My Secret Life, Closing Time	
\$1.99	If I Had a Hammer, A Hard Rain's A Gonna Fall, Stagger Lee, Gates of Eden, It's All Over Now, Baby...	
\$0.00	Living With War, Juicebox	
\$11.99	Russian Girls, Tennessee Stud	

Total Price

Subtotal \$1.99
Tax \$0.14
Credit Card Total \$2.13

Search iTunes Store

Account Information | Purchase History

File Edit Controls View Store Advanced Help

ROSEN 000018

Apple iTunes

File Edit Controls View Store Advanced Help

LIBRARY Music Movies TV Shows Podcasts Radio

STORE iTunes Store

DEVICES The Essential... Party Shuffle 60's Music Music Videos Selected Item

PLAYLISTS

Order Date	Order	Titles included in order
05/28/06	MZ11903312	Hurricane, Jokester, Maggie's Farm, Mr. Tambourine Man, Positively 4th Street, Bad, Bad
05/22/06	MZ06815915	Remember, Pt. 2, Wish You Were Here, Another Brick in the Wall, Pt. 1, Another Brick in th
05/16/06	MZ05671810	No One Is Alone
05/09/06	M201897419	I Know Things Now
05/03/06	M198484683	It Wasnt Meant to Happen
04/18/06	M190496897	Dont Look At Me
04/05/06	M183683138	Everybody Says Dont
03/29/06	M180180498	Could I Leave You?
03/15/06	M172662202	There Is No Other Way
02/23/06	M161933953	Silly People, Thank You So Much
02/01/06	M149982635	Help Wanted / Reel Blower, Bubblestand / Ripped Pants, Jellyfish / Plankton
01/30/06	M146679196	Ferdinand the Bull, Good Scouts

Office Party Shorts International Video

Previous Purchases

Viewing Batch 2 out of 4

Previous Next

Titles included in order

Account Information Purchase History Apple.com

Search iTunes Store

ROSEN 000019

Apple iTunes Store interface showing a music purchase confirmation screen. The main area displays a list of songs with their prices and a total price of \$21.93. A sidebar on the right shows the user's library, playlists, and devices. The bottom of the screen features playback controls and navigation buttons.

Title	Price
Hurricane, Jokester, Maggie's Farm, Mr. Tambourine Man, Positively 4th Street, Bad, Bad Leroy Brown, Remember, Pt. 2, Wish You Were Here, Another Brick in the Wall, Pt. 1, Another Brick in the Wall, Pt. 2	\$0.99
No One is Alone	\$1.99
I Know Things Now	\$1.99
It Wasn't Meant to Happen	\$1.99
Don't Look At Me	\$1.99
Everybody Says Don't	\$1.99
Could I Leave You?	\$1.99
There Is No Other Way	\$1.99
Silly People, Thank You So Much	\$3.98
Help Wanted / Reel Blower, Bubbstand / Ripped Pants, Jellyfish / Plandon	\$5.97
Ferdinand the Bull, Good Scouts	\$3.98
Total Price	\$21.93

Subtotal: \$1.99
Tax: \$0.14
Credit Card Total: \$2.13

Shots International Video

LIBRARY: Music, Movies, TV Shows, Podcasts, Radio
STORE: iTunes Store
DEVICES: The Essential...
PLAYLISTS: Party Shuffle, 60's Music, Music Videos
Selected Item

Viewing Batch 2 out of 4
Titles included in order

Account for location: Purchase History
Special iTunes Store

File Edit Controls View Store Advanced Help

ROSEN 000020

The screenshot shows the iTunes Store interface. At the top, there are navigation icons and a search bar. The main content area displays a list of music purchases with columns for Order Date, Order, and Titles included in order. Below the list are buttons for 'Previous Purchases', 'Previous', 'Next', and 'Viewing Batch 3 out of 4'. The sidebar on the right contains sections for 'LIBRARY' (Music, Movies, TV Shows, Podcasts, Radio), 'STORE' (iTunes Store), 'DEVICES', and 'PLAYLISTS' (The Essential, Party Shuffle, 60's Music, Music Videos). A 'Selected Item' section is also visible at the top of the sidebar.

Order Date	Order	Titles included in order
01/25/06	M148022780	There's Something About a War
01/16/06	M141411752	Is This It, We're Gonna Be All Right
01/08/06	M137377937	One More Kiss
12/23/05	M127811489	Sorry, Forbidden Love, Blown' in the Wind, Five Feet High and Rising, Knockin' On Heaven Hung Up
12/17/05	M125183263	For the Birds, Boundin', Knick Knack, Tin Toy, Gert's Game
12/12/05	M120754035	Coming Home
12/05/05	M119804681	Wish I Could Forget You, Color and Light, The Sun Wont Set, That's Good, That's Bad
11/30/05	M118963645	Next (Premiere), You Could Drive a Person Crazy, My Heart Belongs to Daddy, They Aske
09/08/05	M92286167	Stronger Than Pride, No Ordinary Love, Your Love is King, Jezebel, The Sweetest Taboo,
08/09/05	M84192706	Kontome, Emotan, Underwater World, 9 PM (Till I Come), Don't Stop, Movin' Melodies, Sunk
03/16/05	M49977050	Romance for Guitar and String Orchestra, The Three Tenors in Concert

ROSEN 000021

Selected items

Music Videos
60's Music
Party Shuffle

PLAYLISTS
The Essential...

DEVICES

iTunes Store

STORE
Radio
Podcasts
TV Shows
Movies
Music

LIBRARY

File Edit Controls View Store Advanced Help

1 iTunes

Search iTunes Store

Account Information Purchase History

tax \$0.14
Credit Card Total: \$2.13

Viewing Batch 3 out of 4

Titles included in order

\$1.99	There's Something About a War
\$2.98	Is This It, We're Gonna Be All Right
\$1.99	One More Kiss
\$35.64	Sorry, Forbidden Love, Blowin' in the Wind, Five Feet High and Rising, Knockin' On Heaven's Door, P...
\$0.99	Hung Up
\$9.95	For the Birds, Boundin', Knick Knack, Tin Toy, Gent's Game
\$1.99	Coming Home
\$9.95	I Wish I Could Forget You, Color and Light, The Sun Won't Set, That's Good, That's Bad
\$7.96	Next (Premiere), You Could Drive a Person Crazy, My Heart Belongs to Daddy, They Asked Me Why I...
\$17.82	Stronger Than Pride, No Ordinary Love, Your Love Is King, Jezebel, The Sweetest Taboo, Teardrop...
\$24.84	Konoma, Emotion, Underwater World, 9 PM (Till I Come), Don't Stop, Movin' Melodies, Sunburn
\$10.98	Romance for Guitar and String Orchestra, The Three Tenors in Concert

Report a Problem

Close

ROSEN 000022

SCREEN CAPTURE

Selected Item

PLAYLISTS

- Music Videos
- 60's Music
- Party Shuffle
- The Essential...

DEVICES

STORE

- iTunes Store
- Radio
- Podcasts
- TV Shows
- Movies
- Music

LIBRARY

File Edit Controls View Store Advanced Help

1 iTunes

Search iTunes Store

Account Information > Purchase History >

Latest Purchase

Item	Artist	Type
Office Party	Shorts International	Video

Viewing Batch 4 out of 4

Previous Purchases

Previous Next

Titles included in order

Order Date	Order	Titles included in order
12/17/04	M32297315	Get Busy
07/18/04	M17445787	Flashbeats Dub, I Will Survive, Bad Girls, Come n' Gimme Your (Orgasmix), Come n' Gimme
03/26/04	M8916917	Born Too Slow (NileRed Dub), Born Too Slow (Deepsky's Green Absinthe Mix), Zeus No
03/13/04	M7875169	Motion
03/13/04	M7873742	Salvation
03/11/04	M7719948	Close to You, Jai's Grove, Postales, Esta Noche, Ready, Steady, Go, Hypnotised, Southe

meta@na.usenet@earthlink.com

ROSEN 00023

SEARCH

Selected Items

- Music Videos
- 60's Music
- Party Shuffle

PLAYLISTS

- The Essential...

DEVICES

STORE

- Times Store
- Radio
- Podcasts
- TV Shows
- Movies
- Music

LIBRARY

Viewing Batch 4 out of 4

Titles included in order

Artist	Type	Price
Get Busy	Shorts International	\$1.99
Flashbeats Dub, I Will Survive, Bad Girls, Come n' Gimme Your (L...	Video	\$7.92
Born Too Slow (Mudred Dub), Born Too Slow (Deepsky's Green Absurthe Mix), Zeus No Like Tech...	Video	\$2.97
Kation	Video	\$0.99
Salvation	Video	\$0.99
Close to You, Jeff's Groove, Postales, Esta Noche, Ready, Steady, Go, Hypnotised, Southern Sun	Video	\$9.90

Total Price

Date: 12/11/06 04:08 PM
 Order: M324829791
 Invoice: 5423468350

Subtotal: \$1.99
 Tax: \$0.14
 Credit Card Total: \$2.13

File Edit Control View Store Advanced Help