

# EXHIBIT A

Kristopher L. Krath (5749)  
HUTCHINSON & STOFFEN, L.L.C.  
Peccole Professional Park  
10080 Alta Drive, Suite 200  
Las Vegas, Nevada 89145  
krath@hutchlegal.com  
(702) 385-2500  
(702) 385-2086 fax

Jonathan T. Suder  
Edward R. Nelson, III  
FRIDMAN, SUDER & COOKE  
Tindall Square Warehouse No. 1  
604 East 4th Street, Suite 200  
Port Wirth, Texas 76102  
nelson@fscslaw.com  
(817) 334-0400  
(817) 334-0401 fax

ATTORNEYS FOR PLAINTIFF

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

1<sup>ST</sup> MEDIA, LLC. )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
NAPSTER, INC., REALNETWORKS, INC., )  
KSOLO, INC. and SLEEP-TONE )  
ENTERTAINMENT CORPORATION d/b/a )  
SOUND CHOICE ACCOMPANIMENT )  
TRACKS. )  
 )  
Defendants. )

CIVIL ACTION NO. 2:07-cv-00056-LDG-  
GWF

DECLARATION OF DR. SCOTT  
LEWIS IN SUPPORT OF ENTRY OF  
DEFAULT JUDGMENT

I, Dr. Scott Lewis, declare as follows:

1. I am over the age of twenty-one years and am competent to make this Declaration. I have personal knowledge of the facts stated herein and they are true and correct to the best of my knowledge.
2. I am the inventor of U.S. Patent No. 5,464,946 and am the CEO of 1<sup>st</sup> Media LLC, the Plaintiff in the above-titled action. 1<sup>st</sup> Media is the assignee of and owns all rights, title, and interest in the '946 patent. Attached as Exhibit 1 is a true and correct copy of the '946 patent.
3. I engaged in settlement negotiations with Michael Lukse, the CEO of Sound Choice, during the early part of April 2007. Attached as Exhibit 2 is a true and correct copy of an email that I received from Mr. Lukse immediately following those negotiations confirming the terms agreed upon during those talks.
4. Attached as Exhibit 3 is a true and correct copy of the settlement agreement drafted by my attorney, Edward R. Nelson, III, memorializing the terms of those negotiations. Sound Choice ultimately refused to execute the agreement.
5. Sound Choice provided me with an income statement for the first quarter of 2007 during the course of my settlement negotiations with them. A true and correct copy of this statement is attached as Exhibit 4.
6. Attached as Exhibit 5 is a true and correct copy of an email I received from Mr. Lukse. That email indicates that Sound Choice did not begin licensing content to companies with web based platforms until late 2004.

Signed this 17<sup>th</sup> day of June, 2007.

  
Dr. Scott Lewis