

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

The Authors Guild, Inc., Association
of American Publishers, et. al.,

Plaintiffs,

v.

Google Inc.,

Defendant.

Case No. 05 CV 8136-DC

DECLARATION OF DANI LANDOLF

1. I, Dani Landolf, am a citizen of Switzerland and the General Manager of the Schweizer Buchhändler- und Verleger-Verband SBVV ("SBVV"), the Publishers and Booksellers Association of Switzerland. I am not a native speaker of the English language, although I have some fluency in the language, and, accordingly, this declaration was translated for me into German before I signed it below. Except as otherwise stated, I have personal knowledge of the matters I discuss below.

2. The SBVV represents the commercial and cultural interests of about 500 publishing companies, bookshops, wholesalers and sales representatives in the German speaking part of Switzerland. The SBVV was founded in 1849. Its political and commercial mission is inseparably linked to a cultural mandate: the Association acts to promote the cultural asset that books and reading represent, it stands up for the freedom of speech and for cultural diversity.

3. The vast majority, if not all, of SBVV's members are putative members of the Settlement Class, as defined in the Settlement Agreement, as they own or control the copyrights to one or more Books or Inserts, as also defined in that document. SBVV's

members are astonished over and oppose the unprecedented settlement that the parties have asked this Court to adopt and impose upon them. Our members, however, are not in a position to present objections to this Court individually, given their unfamiliarity with the United States' legal system and the cost and expense that they would incur in doing so themselves. That is why on March 28, 2009, the general assembly of the SBVV unanimously mandated the association to oppose the Settlement. As such, SBVV is uniquely positioned to provide this Court with information about how the Settlement Agreement will prejudice our members and foreign rightsholders.

4. The Settlement Agreement is affront to copyright holders throughout the world and SBVV thus respectfully requests that this Court not approve it, with respect to foreign rightsholders at a minimum, for the reasons set forth in our accompanying Objections and below.

The Failure To Translate The Settlement Agreement

5. The parties to this action have never made the Settlement Agreement available for review in the German language. This has prevented our members and other German-speaking class members in Switzerland from understanding this document. The vast majority of SBVV's members lack the proficiency in the English language necessary to understand the complex terms of this 300-plus page document (which is full of legalese), and to ascertain their rights under it.

6. It is simply inconceivable to us that a United States court would allow our members to be bound by a Settlement Agreement that has not been made available to them in their native tongue. Indeed, it would impose substantial burden on our members to commission their own translated version of the document. Based on inquiries that

have been made by my office, I have been told that it would cost approximately \$65,000 at today's exchange rate to have the Settlement Agreement translated into German.

The Failure To Give Proper Notice

7. I have been informed that Rust Consulting sent a German translation of the Final Notice of Class Action Settlement (the "Notice") to Swiss publishers. However we are aware that a considerable number of Class Members did not get the notice at all.

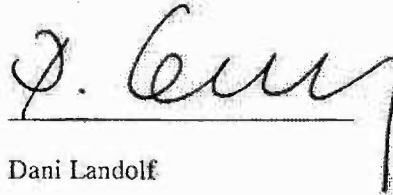
8. It is also my understanding that a summary form of the Notice (the "Summary Notice") was published in only one regional newspaper in the German-speaking part of Switzerland called Tages-Anzeiger. This paper is not a paper of national circulation nor does it cover the entire German-speaking part of Switzerland. A person reasonably wishing to provide this Summary Notice to its intended audience would have published it in the trade publication Schweizer Buchhandel or the larger paper Neue Zürcher Zeitung, which has a high cultural standing.

9. The accompanying Declaration of Dr. Sprang details the serious translation errors that exist in the German translation of the Notice. It is my understanding that Rust Consulting sent only one version of the German translation of the Notice to any Swiss publisher, and that this version was the initial version that was seriously deficient to the point of being unintelligible, as explained in more detail by Dr. Sprang. It is also my understanding that only one initial version of the Summary Notice was published in Tages-Anzeiger and that no new, corrected version was re-published in that regional paper.

10. For each of the foregoing reasons, and for the reasons set forth in the Objections, SVVB objects to the Settlement Agreement and respectfully urges the Court not to approve it.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 28, 2009



Dani Landolf