

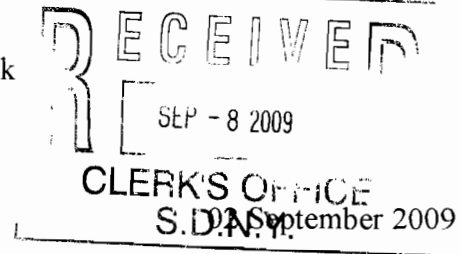
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To: Office of the Clerk, J. Michael McMahon
U.S. District Court for the Southern District of New York
500 Pearl Street
New York, New York 10007



Dear Sir

Re: The Authors Guild, Inc., Association of American Publishers, Inc., et al., Plaintiffs, v. Google Inc., Defendant

I am a member of the Settlement Class for the above case and am writing to object to the proposed settlement agreement, commonly referred to as The Google Book Settlement. I apologise if this letter is not in the correct form and uses the wrong terminology. I am a UK author and find it difficult to find out about how the US legal system works.

I also apologise if this letter is late. On 25 June, I emailed the Settlement Administrator with questions I needed answering before I could decide how to proceed, and I only received the reply on 31st August after I chased them for a response.

Because the USA is a signatory of the Berne Convention about copyright, the settlement class includes all authors and publishers in countries covered by the convention. That is nearly every country in the world. However, the two plaintiffs in this case are both purely American organizations so cannot possibly claim to represent the rights of authors and publishers from other countries. It is obvious from the Settlement Agreement that little or no thought has been given to members of the class who live outside the USA. This is demonstrated by the following:

1. The definition of Out of Print only considers whether a book is for sale in the USA, but many books written in other countries will be in print in their country of origin while not available in the USA.
2. There is no provision for payments in currencies other than dollars, although authors in countries using other currencies may find it difficult to process dollar payments.

I therefore, object to this settlement on the grounds that the plaintiffs in this case do not adequately represent the members of the class who live and work outside the USA. and are not in a position to judge what is "fair, reasonable, adequate and in the best interests of the Settlement Class in light of the risks inherent in prosecuting the Action and the benefits obtained under this Settlement Agreement."

Best wishes

A handwritten signature in cursive script that reads "Diana Kimpton".

Diana Kimpton

