

**EXHIBIT 1**

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

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ARISTA RECORDS LLC; ATLANTIC  
RECORDING CORPORATION; ARISTA MUSIC,  
f/k/a BMG MUSIC; CAPITOL RECORDS, INC.;  
ELEKTRA ENTERTAINMENT GROUP INC.;  
INTERSCOPE RECORDS; LAFACE RECORDS  
LLC; MOTOWN RECORD COMPANY, L.P.;  
PRIORITY RECORDS LLC; SONY MUSIC  
ENTERTAINMENT, f/k/a SONY BMG MUSIC  
ENTERTAINMENT; UMG RECORDINGS, INC.;  
VIRGIN RECORDS AMERICA, INC.; and  
WARNER BROS. RECORDS INC.,

Plaintiffs,

v.

LIME WIRE LLC; LIME GROUP LLC; MARK  
GORTON; GREG BILDSON; and M.J.G. LIME  
WIRE FAMILY LIMITED PARTNERSHIP,

Defendants.

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Case No. 06 CV 5936 (KMW)

ECF Case

**DEFENDANTS'  
INTERROGATORIES TO  
PLAINTIFFS (NOS. 1-9)**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Defendants Lime Wire LLC, Lime Group LLC, Mark Gorton, and M.J.G. Lime Wire Family Limited Partnership (collectively, “Defendants”) hereby serve the following interrogatories upon Arista Records LLC; Atlantic Recording Corporation; Arista Music, f/k/a BMG Music; Capitol Records, Inc.; Elektra Entertainment Group, Inc.; Interscope Records; LaFace Records LLC; Motown Record Company, L.P.; Priority Records LLC; Sony Music Entertainment, f/k/a Sony BMG Music Entertainment; UMG Recordings, Inc.; Virgin Records America, Inc.; and Warner Bros. Records Inc. (collectively, “Plaintiffs”), to be answered fully, in writing, under oath within thirty (30) days of the date of service hereof, and in accordance with the Definitions and Instructions below.

### **DEFINITIONS AND INSTRUCTIONS**

1. References to “Plaintiff,” “Plaintiffs,” “YOU,” or “YOUR” mean and include Arista Records LLC; Atlantic Recording Corporation; Arista Music, f/k/a BMG Music; Capitol Records, Inc.; Elektra Entertainment Group, Inc.; Interscope Records; LaFace Records LLC; Motown Record Company, L.P.; Priority Records LLC; Sony Music Entertainment, f/k/a Sony BMG Music Entertainment; UMG Recordings, Inc.; Virgin Records America, Inc.; and Warner Bros. Records Inc.
2. References to “Defendants” mean Lime Wire LLC, Lime Group LLC, Mark Gorton, and/or M.J.G. Lime Wire Family Limited Partnership.
3. “LIMEWIRE” means the software application, system/network, and related services described as the “LimeWire software, system/network, and related services” in the First Amended Complaint filed in this action.
4. “WORK IN SUIT” and “WORKS IN SUIT” refer to all works, both individually and collectively, as to which YOU have asserted claims of copyright infringement, at any time, in this action, and portions thereof. If the alleged infringement at issue is a portion of a larger work, the term work(s) in suit encompasses both the portion and the entire work.

5. "DIGITAL RIGHTS MANAGEMENT" or "DRM" means any technologies or methods used by YOU to prevent or limit access to, copying of, conversion of, infringement of, and usage of YOUR digital content.

6. "INCLUDING" means "including, but not limited to."

7. ALL" and "ANY" as used herein mean "all, any, each, and every."

8. The connectives "AND" and "OR" shall be interpreted so as to fully encompass the scope of discovery as set forth in Local Civil Rule 26.3.

9. The Uniform Definitions set forth in Local Rule 26.3 of the Southern District of New York are hereby incorporated by reference.

10. Wherever used herein, the singular shall include the plural and the plural shall include the singular.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

Separately for each WORK IN SUIT, identify the date YOU contend the direct infringement on or through LIMEWIRE began, the circumstances under which YOU first became aware of the alleged infringement, and YOUR evidence of the alleged infringement, including any evidence that it occurred in or between users in the United States.

#### **INTERROGATORY NO. 2:**

Separately for each WORK IN SUIT, identify the date of each act of direct infringement YOU contend occurred on or through LIMEWIRE and YOUR evidence of such alleged infringement, including any evidence that it in occurred in or between users in the United States.

#### **INTERROGATORY NO. 3:**

Separately for each WORK IN SUIT, identify all efforts that YOU took to identify and reduce and/or eliminate infringement on or through LIMEWIRE.

**INTERROGATORY NO. 4:**

Separately for each WORK IN SUIT, identify all efforts that YOU took to generate revenue through online distribution, download, or streaming.

**INTERROGATORY NO. 5:**

Separately for each WORK IN SUIT, identify the date and circumstances on which YOU first learned that the WORK IN SUIT was available for downloading on or through LIMEWIRE.

**INTERROGATORY NO. 6:**

Separately for each WORK IN SUIT, state whether YOU have ever distributed, shared, authorized the sharing of, or facilitated the sharing of the WORK IN SUIT online for free or without DRM; and for each such instance, identify the online location/network on which the WORK IN SUIT was available, the dates of availability, and circumstances under which the WORK IN SUIT became available.

**INTERROGATORY NO. 7:**

Separately for each WORK IN SUIT, state whether YOU have ever distributed, shared, authorized the sharing of, or facilitated the sharing of the WORK IN SUIT through a peer-to-peer network for free or without DRM; and for each such instance, identify the online location/network on which the WORK IN SUIT was available, the dates of availability, and circumstances under which the WORK IN SUIT became available.

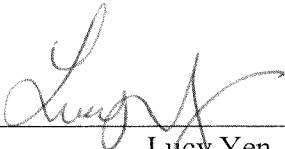
**INTERROGATORY NO. 8:**

For each instance in which YOU have distributed at no charge, licensed at no charge, or made available for downloading at no charge, any of the WORKS IN SUIT, identify the WORK IN SUIT, the recipient or licensee, the dates of availability and the number of copies of each WORK IN SUIT distributed, licensed, or downloaded at no charge.

**INTERROGATORY NO. 9:**

Separately for each WORK IN SUIT, if YOU contend that YOU lost sales as a result of infringement on or through LIMEWIRE, identify all DOCUMENTS supporting YOUR contention.

Dated: August 9, 2010  
New York, New York

By:  \_\_\_\_\_  
Lucy Yen

WILSON SONSINI GOODRICH & ROSATI, P.C.

*Attorneys for Defendants Lime Wire LLC, Lime Group LLC, Mark Gorton, and M.J.G. Lime Wire Family Limited Partnership*