

# **EXHIBIT 1**

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September 20, 2007

## LimeWire--Depositions

Dear Charles and Joe:

We would like to begin scheduling and taking depositions of LimeWire current and former employees and principals. We have set forth below our initial list of deponents with proposed dates.

In order for us to take these depositions on the dates proposed, we need confirmation that LimeWire has completed its entire production of documents by October 15, 2007. This schedule also assumes that you will not dump an extraordinary volume of documents on us on that day. We also assume that as of that date you would be able to confirm that any relevant documents in the possession, custody or control of these individuals have also been produced.

### In This Order

1. Kirk Kahn November 1
2. Katie Catillaz November 2
3. Jennifer Barrett November 7
4. Kevin Faeborg November 9
5. George Searle November 13
6. Mark Gorton November 14-15
7. Jesse Rubinfeld November 20
8. Karl Magdsick November 29
9. Roger Kapsi November 30
10. Zlatin Balevsky December 4

- 11. Sam Berlin December 11
- 12. Dave Nicponski December 12
- 13. Christine Nicponski December 13
- 14. Greg Bildson December 18-19

Very truly yours,



Katherine B. Forrest

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Porter & Hedges LLP  
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Joseph Cohen, Esq.  
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FIRST CLASS MAIL

# **EXHIBIT 2**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ARISTA RECORDS LLC; ATLANTIC  
RECORDING CORPORATION; BMG MUSIC;  
CAPITOL RECORDS, INC.; ELEKTRA  
ENTERTAINMENT GROUP INC.; INTERSCOPE  
RECORDS; LAFACE RECORDS LLC; MOTOWN  
RECORD COMPANY, L.P.; PRIORITY RECORDS  
LLC; 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; and GREG BILDSON,

Defendants.

**DEFENDANTS' FIRST  
REQUEST FOR PRODUCTION  
OF DOCUMENTS TO  
PLAINTIFF ARISTA RECORDS  
LLC**

CIVIL ACTION NO. 06 CV. 5936  
(GEL)

Pursuant to the Federal Rules of Civil Procedure, Defendants Lime Wire LLC, Lime Group LLC, Mark Gorton and Greg Bildson (collectively, "Defendants"), serve the following requests for production of documents upon Plaintiff Arista Records LLC ("Arista Records"). Defendants request that Arista Records produce the requested documents for inspection and copying at the offices of Porter & Hedges LLP, at 1000 Main Street, 36th Floor, Houston, Texas 77002, within thirty (30) days after service of these requests, or at such other time and place to which the parties agree in writing.

**INSTRUCTIONS**

1. Answer each request for production separately by listing the Documents and by describing them as defined below. If Documents are numbered for production, in each response provide both the information that identifies the Document and the Document's number.

2. For each Document You contend is privileged or otherwise immune from discovery, You shall prepare and produce a schedule of all such Documents stating the specific basis for such claim of privilege or other grounds for exclusion, as well as the following information with respect to each Document:
  - a. the identity of the person(s) originating, preparing and sending the Documents;
  - b. the identity of every addressee, distributee and copying recipient of the Documents;
  - c. the date, general type (*e.g.* letter, memo, report, invoice, *etc.*), title, identifying number, if any, and the general subject matter of the Documents; and
  - d. the identity of the present custodian of the Document.
3. These Document requests apply to all Documents in Your possession, custody or control regardless of their location, and regardless of whether such Documents are held by Your subsidiaries, affiliates, consultants, agents, employees, representatives, accountants, attorneys or any other person. In searching for any Documents responsive to these requests, You should also search all devices or media capable of containing electronic or magnetic data including, without limitation, hard drives of all computers, network servers, back-up and archival storage systems, home computers, laptop computers, voice mail systems, floppy disks, removable data cartridges, and any personal data assistants (*e.g.*, a Palm Pilot).
4. If any copy of any Document whose production is sought is not identical to any other copy thereof, by reason of any alterations, different form (*e.g.*, electronic form), metadata or metatags, marginal notes, comments or other material contained thereon, attached

thereto, or otherwise, all such non-identical copies shall be produced separately. Such other copies include, without limitation, all revisions in electronic or magnetic format.

5. Electronic or magnetic data shall be produced in its native computer readable format with an identification of the specific computer or computer device from which it was taken and its associated software application and computer system, and on CD-ROMs readable by PC computers. The data produced must contain an exact copy of the source hard drives, or other electronic or magnetic media or storage device containing the original data, and include not only active files, but all deleted, erased, or discarded copies, and prior versions or drafts of the data.
6. Documents produced in response to any individual request below shall be physically segregated from Documents produced in response to other requests, and a request to which they are responsive shall be specifically identified. If a Document is responsive to more than one request, each of the requests to which such Document is responsive shall be specified.
7. In producing Documents, all Documents which are physically attached to each other in Your files shall be left so attached. Documents which are segregated or separated from other Documents whether by inclusion in binders, files, some files or by use of dividers, tabs or any other method, shall be left so segregated or separated. Documents shall be retained in the order in which they were maintained, in the file where found.
8. If the Documents sought by these requests are within the possession, custody, or control of Your agents, employees, attorneys, or representatives, or any other person over whom You have control, or have a superior right to compel to do an act or produce an item, the

request shall be understood to require the production of such Documents or tangible things.

9. If any Document requested to be produced by these requests was, but no longer is, in Your possession, custody or control, or if the Document or tangible thing is no longer in existence, please state whether the Document or thing is:
  - a. missing or lost;
  - b. destroyed;
  - c. in the possession or control of others and, if so, please identify the current custodian; or
  - d. disposed of, or otherwise unavailable.
10. Also, identify each person having knowledge about the disposition or loss of the Document, and identify any other Document evidencing the lost Document's existence or any facts about the lost Document.
11. Unless otherwise specifically stated, the Documents requested below are those prepared from January 1, 1999 to the present.
12. This request in no way should be deemed to be a waiver of or limitation on the right of the Defendants to demand further discovery from Plaintiff as otherwise permitted by the Federal Rules.

#### **DEFINITIONS**

1. "Arista Records," "Plaintiff", "You" or "Your" shall mean (a) Plaintiff Arista Records LLC; and (b) its officers, directors, employees, partners, corporate parents, subsidiaries and affiliates.
2. "Artist" shall mean the creator of a copyrighted musical work.



3. "BearShare" or "Free Peer" shall mean (a) Free Peer, Inc.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
4. "Grokster" shall mean (a) Grokster, Ltd.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
5. "Sharman Networks" shall mean (a) Sharman Networks, Ltd.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
6. "Kazaa" shall mean (a) Kazaa B.V. and/or Consumer Empowerment, B.V.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
7. "SnoCap" shall mean (a) SNOCAP, Inc.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
8. "Mashboxx" shall mean (a) MashBoxX; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
9. "StreamCast Networks" shall mean (a) StreamCast Networks, Inc.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
10. "MusicNet" shall mean (a) MusicNet, the joint venture among AOL Time Warner, Bertelsmann and EMI; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
11. "Pressplay" shall mean (a) pressplay, the former joint venture between Universal Music Group and Sony Music Entertainment that was acquired by Roxio, The Digital Media

Company; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.

12. "Apple Computer" shall mean (a) Apple Computer, Inc.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
13. "180solutions" shall mean (a) 180solutions, Inc.; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
14. "RIAA" shall mean (a) the Recording Industry Association of America; and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
15. "iMesh" shall mean (a) iMesh Inc. and (b) its officers, directors, employees, consultants, attorneys, authorized representatives, and authorized agents.
16. "Plaintiffs" shall mean (a) all of the Plaintiffs in this lawsuit; and (b) their respective officers, directors, employees, partners, corporate parents, subsidiaries and affiliates.
17. "Defendants" shall mean Defendants Lime Wire LLC, Lime Group LLC, Mark Gorton and Greg Bildson and their respective officers, directors, employees, partners, corporate parents, subsidiaries or affiliates.
18. The "LimeWire Software Application" shall mean that certain software application described as the "LimeWire software system/network and related services" as described in the Complaint filed in this action.
19. "Lime Wire" shall mean defendant Lime Wire LLC and its officers, directors, employees, partners, corporate parents, subsidiaries and affiliates.
20. "Document" and "Documents" shall be interpreted so as to fully encompass the scope of discovery as set forth in Local Civil Rule 26.3.

21. “Communication” or “Communications” shall be interpreted so as to fully encompass the scope of discovery as set forth in Local Civil Rule 26.3.
22. The term “entity” shall mean any commercial business or operation in any form, including, but not limited to, partnership, corporation, unincorporated association, trust, sole proprietorship, or other group however organized, and its present and former officers, directors, partners, employees, agents, representatives, parent, subsidiaries, affiliates, attorneys, predecessors in interest, and all other natural persons or businesses or legal entities, presently or previously, acting or purporting to act for or on behalf of the entity.
23. The term “person” shall be interpreted so as to fully encompass the scope of discovery as set forth in Local Civil Rule 26.3..
24. The terms “indicating,” “concerning,” “referencing,” “reflecting,” “relating to,” and “referring to” shall be interpreted so as to fully encompass the scope of discovery as set forth in Local Civil Rule 26.3.
25. The singular includes the plural, and vice versa.
26. “Including” means “including, but not limited to.”
27. The term “any” should be understood in either its most or its least inclusive sense as necessary to bring within the scope of discovery request all responses that might otherwise be construed to be outside of its scope.
28. 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.
29. “Internet Business Model(s)” means any plan, suggestion, idea or proposal for the distribution, making available, or promotion of musical works via download or streaming

over the Internet, whether implemented, in the process of implementation, or not implemented, whether involving or not involving the payment of royalties, and whether involving or not involving Lime Wire or any other file sharing service.

30. “Internet Sales” means the unit and dollar sales for which compensation is received for any digital sound recordings in any format, including but not limited to MP3, Windows Media Audio, Liquid Audio, and ATRAC3 that are made available for download or streaming over the Internet.
31. “Hummer Winblad Litigation” shall mean that certain lawsuit styled *UMG Recordings, Inc., et al. v. Hummer Winblad Venture Partners, et al.*; No. CMDL-00-1369 (MHP) (No. C04-1166 (MHP)) pending in the United States District Court for the Northern District of California.
32. “Digital Music Antitrust Class Action Litigation” shall mean that certain group of lawsuits styled *In re Digital Music Antitrust Litigation*, Civil Action No. 1:06-md-01780-LAP pending before the United States District Court for the Southern District of New York.
33. “iMesh Litigation” shall mean that certain lawsuit styled *Motown Records, et al. v. iMesh.com, Inc., et al.*; Civil Action No. 1:03-CV-07339-PKC-FM filed in the United States District Court for the Southern District of New York.
34. “BearShare Litigation” shall mean that certain lawsuit styled *Capital Records, Inc., et al. v. Free Peers, Inc., et al.*, Civil Action No. 1:06-CV-03378-SAS filed in the United States District Court for the Southern District of New York.

35. “Grokster Litigation” shall mean that certain lawsuit styled *MGM, et al. v. Grokster Ltd., et al.*; Civil Action Nos. CV-01-08541 SVW (PJWx) and CV-01-09923 SVW (PJWx) pending in the United States District Court for the Central District of California.

## REQUESTS FOR PRODUCTION

1. All Documents that refer, relate or pertain to Lime Wire LLC.
2. All Documents that refer, relate or pertain to Lime Group LLC.
3. All Documents that refer, relate or pertain to Mark Gorton.
4. All Documents that refer, relate or pertain to Greg Bildson.
5. All Documents that refer, relate or pertain to the LimeWire Software Application.
6. All Communications between or among You and any of the Defendants.
7. All notes taken while meeting with any of the Defendants.
8. Your document retention policies, including policies regarding electronic Documents.
9. All Documents that evidence, refer or relate to any and all efforts by You or on your behalf to detect, assess, monitor, or learn about any activities of users of the LimeWire Software Application including but not limited to any alleged copyright infringement.
10. All Documents that evidence, refer or relate to any and all efforts by You or on Your behalf to intercept electronic Communications between or among users of the LimeWire Software Application.
11. All Documents that evidence, refer or relate to any and all efforts by You or on Your behalf to analyze, study, decompile, reverse engineer or better understand the LimeWire Software Application.
12. All Documents that evidence, refer to, describe or relate to information gathered by You or on Your behalf concerning the audio files, video files, digital media files, software files, image files, digital document files or other files You contend that have been offered for uploading or have been downloaded by users of the LimeWire Software Application.
13. All Documents that evidence, refer to, describe or relate to information gather by You or on Your behalf about the users of the LimeWire Software Application.

14. All Documents that refer, relate to or evidence files containing copyrighted or infringing material You claim that have been downloaded or offered for downloading by users of the LimeWire Software Application.
15. All Documents that refer, relate to or evidence files containing noncopyrighted or noninfringing material that have been downloaded or offered for downloading by users of the LimeWire Software Application.
16. All Documents that refer, relate or pertain to any studies, reports, articles or papers regarding noninfringing uses of peer-to-peer technology.
17. All Documents that refer, relate or pertain to any efforts or contemplated efforts to employ, use or utilize the LimeWire Software Application, or any other peer-to-peer application or technology, for any purpose including but not limited to the promotion, marketing or distribution of works owned by You or to which You have the right to promote, market or distribute or to which You own or have been assigned the copyright(s) to.
18. All Documents that refer, relate or pertain to any and all strategies, plans, analyses, reports or recommendations (including drafts thereof) regarding or related to Your entry into, Your potential entry into, or investigation of potential entry into, the market for online distribution of content (including both audio and video files).
19. All Communications by and/or between You and any of Your employees, agents, board members, officers or directors concerning any of the Defendants or the LimeWire Software Application.
20. All Communications to which You were a party concerning the Defendants and/or the LimeWire Software Application.

21. All Documents, including, without limitation, business plans, presentation materials, or internal memoranda (including drafts thereof), concerning any efforts or contemplated efforts by You or on Your behalf to market, sell, license or distribute any product or service over the internet utilizing peer-to-peer technology or networks.
22. All correspondence, records, emails, ledgers, memoranda, notes and other Documents relating to Mark Gorton or Greg Bildson.
23. All Documents which refer, relate or pertain to any business plans/dealings, proposed or otherwise, with any of the Defendants.
24. All Documents which refer, relate or pertain to any business plans/dealings, proposed or otherwise, with any entity or person that utilizes or distributes peer-to-peer technology.
25. All Documents which refer, relate or pertain to any business plans/dealings, proposed or otherwise, with any entity or person that distributes, or intends to distribute, music over the internet.
26. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 1 of the Complaint that “Defendants design, promote, distribute, support and maintain the LimeWire software, system/network, and related services to consumers for the well-known and overarching purpose of making and distributing unlimited copies of Plaintiffs’ sound recordings.”
27. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 2 of the Complaint that “LimeWire...displaces authorized online sales and distribution services, including existing and developing “peer to peer” (“P2P”) systems that operate lawfully.”



28. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 2 of the Complaint that “Plaintiffs and others have invested and risked tremendous amounts of money, time and energy to develop these emerging markets.”
29. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 3 of the Complaint that “Defendants have continued to promote, market, and distribute LimeWire as the successor-in-infringement to these pirate services.”
30. All documents which refer, relate or pertain to the sales and profits earned by Plaintiff from the distribution, sale and licensing of sound recordings in the United States, including but not limited to online sales, distribution and licensing.
31. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 30 of the Complaint that “Lime Wire LLC and Lime Group LLC directly and indirectly designed LimeWire and update, improve, promote, distribute and market LimeWire.”
32. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 31 of the Complaint that “Lime Group LLC has had exclusive and complete domination and control over defendant Lime Wire LLC, such that Lime Wire LLC is its alter ego and mere instrumentality,” and that “there is a substantial and continuing connection between Lime Group LLC and Lime Wire LLC.”
33. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 32 of the Complaint that “Mr. Gorton is the dominant influence in Lime Group LLC, and, along with Defendant Greg Bildson, in Lime Wire LLC,” and that “Mr. Gorton has been personally and substantially involved in and profits greatly from the design, promotion, marketing and distribution of LimeWire.”

34. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 33 of the Complaint that “Mr. Bildson is the dominant influence in defendant Lime Wire LLC and has been personally and substantially involved in and profits greatly from the design, promotion, marketing and distribution of LimeWire.”
35. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 34 of the Complaint that “(b)oth Gorton and Bildson have each, for example, (i) participated in the design, promotion, marketing and distribution of LimeWire and had the right and ability to supervise others taking those actions, (ii) possessed policy-making authority and control over Lime Wire LLC and direct supervisory responsibility over Lime Wire LLC’s employees, (iii) been aware of, personally overseen or directed, and approved of the actions complained of herein, and (iv) made public statements that have encouraged, facilitated and induced copyright infringement of Plaintiffs’ sound recordings through LimeWire.”
36. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 37 of the Complaint that “Defendants have taken steps to attract users to LimeWire from other infringing services through, inter alia, advertisements and comparative public statements.”
37. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 38 of the Complaint that “Defendants’ design of the software, however, and their development and maintenance of the network, are targeted to and predicated on highly-efficient finding and copying of large volumes of Plaintiffs’ copyrighted sound recordings...”.

38. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 43 of the Complaint that “Defendants have taken steps to ensure that LimeWire users “share” a large number of files on LimeWire, thereby maintaining the draw and reputation of LimeWire as a vast, unauthorized repository of commercial sound recordings.”
39. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 43 of the Complaint that “(a)s the vast majority of the files “shared,” i.e. copied, through LimeWire are copyrighted sound recordings owned by the Plaintiffs, the Defendants’ exhortation for LimeWire users to “share” files is a call for LimeWire users to engage in unlawful reproduction and distribution of Plaintiffs’ copyrighted material.”
40. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 46 of the Complaint that “LimeWire PRO in particular has been designed and promoted for its superior infringement capabilities.”
41. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 47 of the Complaint that “(t)he very design and promotion of LimeWire show that Defendants knew (actually as well as constructively) of the massive infringement of Plaintiffs’ copyrights occurring via LimeWire.”
42. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 48 of the Complaint that “Defendants...know of statements in online chat rooms and message boards operated and/or monitored by Defendants, indicating that users are using LimeWire for the distribution and reproduction of unauthorized copyrighted works.”

43. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 50 of the Complaint that “Defendants not only have known of the infringement, but have promoted and relied upon it to build their business.”
44. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 50 of the Complaint that “Defendants actively promoted the use of LimeWire to reproduce and distribute copyrighted sound recordings by, inter alia, purchasing advertisements directed at potential users who are likely to, or already exhibit the desire to, infringe Plaintiffs’ copyrights – such as users of other illegal services.”
45. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 50 of the Complaint that “Defendants also instruct LimeWire users on how to reproduce and distribute copyrighted sound recordings through, inter alia, the LimeWire website, on-line forums and bulletin boards.”
46. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 51 of the Complaint that “Defendants have the right and ability to supervise and control the infringing activities of LimeWire users on Defendants’ system/network.”
47. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 52 of the Complaint that “Defendants also recruit users and others (e.g., by requests on LimeWire’s web site) to act as connection points on the network, and communicate these connection points to other LimeWire users.”
48. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 53 of the Complaint that “Defendants are aware of means to exclude Plaintiffs’ copyrighted works from LimeWire, as other P2P providers have done on their systems and software.”

49. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 54 of the Complaint that “Defendants use the free version of LimeWire to help “seed” the LimeWire network with infringing material, to entice paying users of LimeWire PRO.”
50. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 56 of the Complaint that “(m)illions of downloads occur through LimeWire, the vast majority of which are unauthorized downloads of copyrighted material – including, especially Plaintiffs’ copyrighted works, examples of which are listed in Exhibit A.”
51. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 59 of the Complaint that “Defendants are liable for inducing the copyright infringement of LimeWire users.”
52. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 73 of the Complaint that “Defendants’ knowledge of infringement is both actual and constructive. Written and oral statements by Defendants and user testimonials posted on LimeWire’s web site and in advertising; express promotional comparisons to other notorious and illegally operated P2P systems; features of LimeWire optimized for finding and distributing popular sound recordings, and for interfering with enforcement efforts; and Defendants’ failure to act upon Plaintiffs’ written notice of infringement many months ago all exhibit Defendants’ awareness and intent that the overarching purpose and use of LimeWire is to infringe Plaintiffs’ copyrighted sound recordings.”

53. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 74 of the Complaint that “Defendants have...refused to exercise their ability to stop the infringement on LimeWire.”
54. All Documents which support, or tend to prove or disprove, Your contention in Paragraph 85 of the Complaint that “(a)t all times relevant to this action, Defendants (i) have had the right and ability to control and/or supervise the infringing conduct of LimeWire users, and (ii) have had a direct financial interest in, and derived substantial financial benefit from, the infringements of Plaintiffs’ copyrighted sound recordings via LimeWire.”
55. All Documents which support, or tend to prove or disprove, Your contention, if any, that Lime Wire operates a “network.”
56. All Documents which support, or tend to prove or disprove, Your contention that the Defendants have actual knowledge of alleged infringements committed on and through the LimeWire “network.”
57. All Documents which support, or tend to prove or disprove Your contention that the Defendants have constructive knowledge of alleged infringements committed on and through the LimeWire “network.”
58. For each act of infringement by a user of the LimeWire Software Application for which You seek damages for copyright infringement, all Documents which support, evidence, or tend to prove the identity of the direct infringer, the date and circumstances of the infringement, and the identity of the copyrighted work infringed.
59. For each copyright that You own and for which You seek damages for copyright infringement in this case against the Defendants, Documents sufficient to evidence the

name of the copyrighted work, the name of its author, its date of copyright, and its copyright registration number.

60. All Documents which evidence any Communications or payment between You and the United States Copyright Office relating to any copyright that You own that You contend has been infringed.
61. For each of Your copyrighted works that You contend has been infringed by users located in the United States, all Documents which evidence or refer to the alleged infringement, including, but not limited to, Documents which evidence and/or refer to the name, address, and phone number of the user who You alleged infringed Your copyrighted work.
62. All Documents which support, or tend to prove or disprove Your contention, if any, that the Defendants intend for users of the LimeWire Software Application to infringe copyrights.
63. All Documents which support, or tend to prove or disprove, Your contention, if any, that the LimeWire Software Application is not capable of commercially significant non-infringing uses.
64. All Documents which support, or tend to prove or disprove, Your contention, if any, that the Defendants have the ability to control users' acts to prevent copyright infringement once a user has installed the LimeWire Software Application on their computer.
65. All Documents which support, or tend to prove or disprove, Your contention, if any, that the Defendants have an ongoing relationship with users after they have installed the LimeWire Software Application on their computer, including all Documents evidencing any such relationship.

66. All Documents which support, or tend to prove or disprove, Your contention, if any, that the Defendants receive a direct financial benefit from alleged infringements.
67. All Documents that evidence and/or refer to any Communications between You and any person, including, but not limited to, any Plaintiff, the RIAA or any RIAA member, concerning any or all of the following:
  - a. The Defendants;
  - b. iMesh;
  - c. The LimeWire Software Application;
  - d. Any users of the LimeWire Software Application;
  - e. Any alleged infringement by users of the LimeWire Software Application of copyrighted works owned by You or others;
  - f. Peer-to-peer exchanging of files through the internet;
  - g. Any company providing software that enables peer-to-peer file sharing;
  - h. Any other litigation involving peer-to-peer software;
  - i. Any effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, or the use of the LimeWire Software Application;
  - j. All RIAA policies, directives, proposals, strategies, suggestions or plans concerning the digital distribution of copyrighted works;
  - k. Mashboxx;
  - l. Your Artists' Communications with any digital distributor of copyrighted works;
  - m. The digital distribution of RIAA members' copyrighted works;
  - n. MusicNet;



- o. Pressplay;
- p. The Justice Department's investigation into the online distribution of music;
- q. Any policies, directives, strategies, proposals, suggestions or plans to prevent or control the online distribution of musical content, including but not limited to the filing of lawsuits against entities providing peer-to-peer technology;
- r. SnoCap;
- s. Audible Magic;
- t. Napster;
- u. Altnet;
- v. Sharman Networks;
- w. Kazaa;
- x. eDonkey;
- y. StreamCast Networks;
- z. BearShare;
- aa. Free Peer, Inc.;
- bb. Grokster, Ltd.;
- cc. Nicholas Zennstrom;
- dd. Listen.com;
- ee. 180solutions;
- ff. The New York Attorney General's investigation into the online distribution of music;
- gg. Peer-to-peer software or technology;
- hh. Licensing entities that provide, utilize or distribute peer-to-peer technology;

- ii. The commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- jj. The Hummer Winblad Litigation;
- kk. The iMesh Litigation;
- ll. The BearShare Litigation;
- mm. The Grokster Litigation;
- nn. Apple Computer;
- oo. Licensing entities that distribute, or intend to distribute, music over the internet;
- pp. Walmart.com;
- qq. Yahoo! Music;
- rr. iTunes;
- ss. Rhapsody;
- tt. AOL Music;
- uu. MediaSentry;
- vv. Overpeer;
- ww. Vidiuz;
- xx. Big Champagne;
- yy. Any solution, potential or otherwise, to avoid the commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- zz. Technology that prevents or substantially reduces the amount of infringements that are allegedly committed by users of peer-to-peer software;
- aaa. Any licensing, or proposed licensing, of the right to distribute Your copyrighted works over the internet; and

- bbb. Any plans, strategies, programs or efforts to not license, or refuse to license, any person or entity the right to distribute Your copyrighted works over the internet.
68. All Documents which evidence and/or refer to Communications with any public relations firm or any member of the press concerning any of the following:
- a. The Defendants;
  - b. iMesh;
  - c. The LimeWire Software Application;
  - d. Any users of the LimeWire Software Application;
  - e. Any alleged infringement by users of the LimeWire Software Application of copyrighted works owned by You or others;
  - f. Peer-to-peer exchanging of files through the internet;
  - g. Any company providing software that enables peer-to-peer file sharing;
  - h. Any other litigation involving peer-to-peer software;
  - i. Any effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, or the use of the LimeWire Software Application;
  - j. All RIAA policies, directives, proposals, strategies, suggestions or plans concerning the digital distribution of copyrighted works;
  - k. Mashboxx;
  - l. Your Artists' Communications with any digital distributor of copyrighted works;
  - m. The digital distribution of RIAA members' copyrighted works;
  - n. MusicNet;
  - o. Pressplay;

- p. The Justice Department's investigation into the online distribution of music;
- q. Any policies, directives, strategies, proposals, suggestions or plans to prevent or control the online distribution of musical content, including but not limited to the filing of lawsuits against entities providing peer-to-peer technology;
- r. SnoCap;
- s. Audible Magic;
- t. Napster;
- u. Altnet;
- v. Sharman Networks;
- w. Kazaa;
- x. eDonkey;
- y. StreamCast Networks;
- z. BearShare;
- aa. Free Peer, Inc.;
- bb. Grokster, Ltd.;
- cc. Nicholas Zennstrom;
- dd. Listen.com;
- ee. 180solutions;
- ff. The New York Attorney General's investigation into the online distribution of music;
- gg. Peer-to-peer software or technology;
- hh. Licensing entities that provide, utilize or distribute peer-to-peer technology;

- ii. The commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- jj. The Hummer Winblad Litigation;
- kk. The iMesh Litigation;
- ll. The BearShare Litigation;
- mm. The Grokster Litigation;
- nn. Apple Computer;
- oo. Licensing entities that distribute, or intend to distribute, music over the internet;
- pp. Walmart.com;
- qq. Yahoo! Music;
- rr. iTunes;
- ss. Rhapsody;
- tt. AOL Music;
- uu. MediaSentry;
- vv. Overpeer;
- ww. Vidiuz;
- xx. Big Champagne;
- yy. Any solution, potential or otherwise, to avoid the commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- zz. Technology that prevents or substantially reduces the amount of infringements that are allegedly committed by users of peer-to-peer software;
- aaa. Any licensing, or proposed licensing, of the right to distribute Your copyrighted works over the internet; and

- bbb. Any plans, strategies, programs or efforts to not license, or refuse to license, any person or entity the right to distribute Your copyrighted works over the internet.
69. All Documents consisting of press releases and drafts of press releases referring to any of the following:
- a. This lawsuit.
  - b. The Defendants.
  - c. The LimeWire Software Application.
70. All minutes of any meetings, with any persons or entities, including Board meetings, during which any one or more of the following subjects was discussed:
- a. The Defendants;
  - b. iMesh;
  - c. The LimeWire Software Application;
  - d. Any users of the LimeWire Software Application;
  - e. Any alleged infringement by users of the LimeWire Software Application of copyrighted works owned by You or others;
  - f. Peer-to-peer exchanging of files through the internet;
  - g. Any company providing software that enables peer-to-peer file sharing;
  - h. Any other litigation involving peer-to-peer software;
  - i. Any effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, or the use of the LimeWire Software Application;
  - j. All RIAA policies, directives, proposals, strategies, suggestions or plans concerning the digital distribution of copyrighted works;

- k. Mashboxx;
- l. Your Artists' Communications with any digital distributor of copyrighted works;
- m. The digital distribution of RIAA members' copyrighted works;
- n. MusicNet;
- o. Pressplay;
- p. The Justice Department's investigation into the online distribution of music;
- q. Any policies, directives, strategies, proposals, suggestions or plans to prevent or control the online distribution of musical content, including but not limited to the filing of lawsuits against entities providing peer-to-peer technology;
- r. SnoCap;
- s. Audible Magic;
- t. Napster;
- u. Altnet;
- v. Sharman Networks;
- w. Kazaa;
- x. eDonkey;
- y. StreamCast Networks;
- z. BearShare;
- aa. Free Peer, Inc.;
- bb. Grokster, Ltd.;
- cc. Nicholas Zennstrom;
- dd. Listen.com;
- ee. 180solutions;

- ff. The New York Attorney General's investigation into the online distribution of music;
- gg. Peer-to-peer software or technology;
- hh. Licensing entities that provide, utilize or distribute peer-to-peer technology;
- ii. The commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- jj. The Hummer Winblad Litigation;
- kk. The iMesh Litigation;
- ll. The BearShare Litigation;
- mm. The Grokster Litigation;
- nn. Apple Computer;
- oo. Licensing entities that distribute, or intend to distribute, music over the internet;
- pp. Walmart.com;
- qq. Yahoo! Music;
- rr. iTunes;
- ss. Rhapsody;
- tt. AOL Music;
- uu. MediaSentry;
- vv. Overpeer;
- ww. Vidiuz;
- xx. Big Champagne;
- yy. Any solution, potential or otherwise, to avoid the commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;



- zz. Technology that prevents or substantially reduces the amount of infringements that are allegedly committed by users of peer-to-peer software;
  - aaa. Any licensing, or proposed licensing, of the right to distribute Your copyrighted works over the internet; and
  - bbb. Any plans, strategies, programs or efforts to not license, or refuse to license, any person or entity the right to distribute Your copyrighted works over the internet.
71. All notes from any meetings, including Board meetings, during which any one or more of the following subjects was discussed:
- a. The Defendants;
  - b. iMesh;
  - c. The LimeWire Software Application;
  - d. Any users of the LimeWire Software Application;
  - e. Any alleged infringement by users of the LimeWire Software Application of copyrighted works owned by You or others;
  - f. Peer-to-peer exchanging of files through the internet;
  - g. Any company providing software that enables peer-to-peer file sharing;
  - h. Any other litigation involving peer-to-peer software;
  - i. Any effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, or the use of the LimeWire Software Application;
  - j. All RIAA policies, directives, proposals, strategies, suggestions or plans concerning the digital distribution of copyrighted works;
  - k. Mashboxx;

- l. Your Artists' Communications with any digital distributor of copyrighted works;
- m. The digital distribution of RIAA members' copyrighted works;
- n. MusicNet;
- o. Pressplay;
- p. The Justice Department's investigation into the online distribution of music;
- q. Any policies, directives, strategies, proposals, suggestions or plans to prevent or control the online distribution of musical content, including but not limited to the filing of lawsuits against entities providing peer-to-peer technology;
- r. SnoCap;
- s. Audible Magic;
- t. Napster;
- u. Altnet;
- v. Sharman Networks;
- w. Kazaa;
- x. eDonkey;
- y. StreamCast Networks;
- z. BearShare;
- aa. Free Peer, Inc.;
- bb. Grokster, Ltd.;
- cc. Nicholas Zennstrom;
- dd. Listen.com;
- ee. 180solutions;

- ff. The New York Attorney General's investigation into the online distribution of music;
- gg. Peer-to-peer software or technology;
- hh. Licensing entities that provide, utilize or distribute peer-to-peer technology;
- ii. The commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- jj. The Hummer Winblad Litigation;
- kk. The iMesh Litigation;
- ll. The BearShare Litigation;
- mm. The Grokster Litigation;
- nn. Apple Computer;
- oo. Licensing entities that distribute, or intend to distribute, music over the internet;
- pp. Walmart.com;
- qq. Yahoo! Music;
- rr. iTunes;
- ss. Rhapsody;
- tt. AOL Music;
- uu. MediaSentry;
- vv. Overpeer;
- ww. Vidiuz;
- xx. Big Champagne;
- yy. Any solution, potential or otherwise, to avoid the commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;

- zz. Technology that prevents or substantially reduces the amount of infringements that are allegedly committed by users of peer-to-peer software;
  - aaa. Any licensing, or proposed licensing, of the right to distribute Your copyrighted works over the internet; and
  - bbb. Any plans, strategies, programs or efforts to not license, or refuse to license, any person or entity the right to distribute Your copyrighted works over the internet.
72. All Communications between any person or entity employed by You and any person acting in a representative capacity on behalf of the RIAA, or who has been retained by the RIAA as a consultant or otherwise (including any person acting on behalf of any RIAA committee) concerning any of the following:
- a. The Defendants;
  - b. iMesh;
  - c. The LimeWire Software Application;
  - d. Any users of the LimeWire Software Application;
  - e. Any alleged infringement by users of the LimeWire Software Application of copyrighted works owned by You or others;
  - f. Peer-to-peer exchanging of files through the internet;
  - g. Any company providing software that enables peer-to-peer file sharing;
  - h. Any other litigation involving peer-to-peer software;
  - i. Any effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, or the use of the LimeWire Software Application;

- j. All RIAA policies, directives, proposals, strategies, suggestions or plans concerning the digital distribution of copyrighted works;
- k. Mashboxx;
- l. Your Artists' Communications with any digital distributor of copyrighted works;
- m. The digital distribution of RIAA members' copyrighted works;
- n. MusicNet;
- o. Pressplay;
- p. The Justice Department's investigation into the online distribution of music;
- q. Any policies, directives, strategies, proposals, suggestions or plans to prevent or control the online distribution of musical content, including but not limited to the filing of lawsuits against entities providing peer-to-peer technology;
- r. SnoCap;
- s. Audible Magic;
- t. Napster;
- u. Altnet;
- v. Sharman Networks;
- w. Kazaa;
- x. eDonkey;
- y. StreamCast Networks;
- z. BearShare;
- aa. Free Peer, Inc.;
- bb. Grokster, Ltd.;
- cc. Nicholas Zennstrom;

- dd. Listen.com;
- ee. 180solutions;
- ff. The New York Attorney General's investigation into the online distribution of music;
- gg. Peer-to-peer software or technology;
- hh. Licensing entities that provide, utilize or distribute peer-to-peer technology;
- ii. The commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- jj. The Hummer Winblad Litigation;
- kk. The iMesh Litigation;
- ll. The BearShare Litigation;
- mm. The Grokster Litigation;
- nn. Apple Computer;
- oo. Licensing entities that distribute, or intend to distribute, music over the internet;
- pp. Walmart.com;
- qq. Yahoo! Music;
- rr. iTunes;
- ss. Rhapsody;
- tt. AOL Music;
- uu. MediaSentry;
- vv. Overpeer;
- ww. Vidiuz;
- xx. Big Champagne;

- yy. Any solution, potential or otherwise, to avoid the commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
  - zz. Technology that prevents or substantially reduces the amount of infringements that are allegedly committed by users of peer-to-peer software;
  - aaa. Any licensing, or proposed licensing, of the right to distribute Your copyrighted works over the internet; and
  - bbb. Any plans, strategies, programs or efforts to not license, or refuse to license, any person or entity the right to distribute Your copyrighted works over the internet.
73. Documents sufficient to identify Your membership (including the membership of any person employed by You) on any RIAA committee that addresses issues or sets policy on matters concerning any of the following:
- a. The distribution of music over the internet;
  - b. Peer-to-peer software or technology;
  - c. The licensing of copyrighted works for distribution over the internet;
  - d. Any licensing or investment in any entity that distributes or utilizes peer-to-peer technology;
  - e. Any licensing or investment in any entity that distributes, or intends to distribute, music over the internet; and
  - f. Lawsuits against any entity that distributes or utilizes peer-to-peer technology;
74. All Documents that constitute or evidence Your Communications, agreements (written or oral), or business relations with the following:
- a. Vidius;
  - b. Overpeer;

- c. MusicNet;
  - d. pressplay;
  - e. iMesh;
  - f. Sharman Networks;
  - g. Altnet;
  - h. SnoCap;
  - i. Mashboxx;
  - j. BearShare;
  - k. Free Peer;
  - l. Grokster;
  - m. MySpace.com;
  - n. Listen.com;
  - o. YouTube; and
  - p. Audible Magic
75. All Documents that constitute or evidence Communications between You, on the one hand, and any other person or entity, on the other hand, concerning any of the following:
- a. The Defendants;
  - b. iMesh;
  - c. The LimeWire Software Application;
  - d. Any users of the LimeWire Software Application;
  - e. Any alleged infringement by users of the LimeWire Software Application of copyrighted works owned by You or others;
  - f. Peer-to-peer exchanging of files through the internet;



- g. Any company providing software that enables peer-to-peer file sharing;
- h. Any other litigation involving peer-to-peer software;
- i. Any effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, or the use of the LimeWire Software Application;
- j. All RIAA policies, directives, proposals, strategies, suggestions or plans concerning the digital distribution of copyrighted works;
- k. Mashboxx;
- l. Your Artists' Communications with any digital distributor of copyrighted works;
- m. The digital distribution of RIAA members' copyrighted works;
- n. MusicNet;
- o. Pressplay;
- p. The Justice Department's investigation into the online distribution of music;
- q. Any policies, directives, strategies, proposals, suggestions or plans to prevent or control the online distribution of musical content, including but not limited to the filing of lawsuits against entities providing peer-to-peer technology;
- r. SnoCap;
- s. Audible Magic;
- t. Napster;
- u. Altnet;
- v. Sharman Networks;
- w. Kazaa;
- x. eDonkey;

- y. StreamCast Networks;
- z. BearShare;
- aa. Free Peer, Inc.;
- bb. Grokster, Ltd.;
- cc. Nicholas Zennstrom;
- dd. Listen.com;
- ee. 180solutions;
- ff. The New York Attorney General's investigation into the online distribution of music;
- gg. Peer-to-peer software or technology;
- hh. Licensing entities that provide, utilize or distribute peer-to-peer technology;
- ii. The commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- jj. The Hummer Winblad Litigation;
- kk. The iMesh Litigation;
- ll. The BearShare Litigation;
- mm. The Grokster Litigation;
- nn. Apple Computer;
- oo. Licensing entities that distribute, or intend to distribute, music over the internet;
- pp. Walmart.com;
- qq. Yahoo! Music;
- rr. iTunes;
- ss. Rhapsody;

- tt. AOL Music;
  - uu. MediaSentry;
  - vv. Overpeer;
  - ww. Vidius;
  - xx. Big Champagne;
  - yy. Any solution, potential or otherwise, to avoid the commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
  - zz. Technology that prevents or substantially reduces the amount of infringements that are allegedly committed by users of peer-to-peer software;
  - aaa. Any licensing, or proposed licensing, of the right to distribute Your copyrighted works over the internet; and
  - bbb. Any plans, strategies, programs or efforts to not license, or refuse to license, any person or entity the right to distribute Your copyrighted works over the internet.
76. All Documents that refer, relate to, or evidence the formation or business purpose of the following:
- a. Vidius;
  - b. Overpeer;
  - c. MusicNet;
  - d. pressplay;
  - e. iMesh;
  - f. Sharman Networks;
  - g. Altnet;
  - h. SnoCap;

- i. Mashboxx;
  - j. BearShare;
  - k. Free Peer;
  - l. Grokster;
  - m. MySpace.com;
  - n. Listen.com;
  - o. YouTube; and
  - p. Audible Magic
77. All Documents which evidence and/or refer to any study, test, or experiment (including but not limited to technical experimentation) concerning the LimeWire Software Application.
78. All Documents which evidence and/or refer to any study, test or experiment (including but not limited to technical experimentation) concerning Gnutella and/or any other peer-to-peer software or technology.
79. All Documents which evidence and/or refer to any comparison of any kind between the LimeWire Software Application and/or any other peer-to-peer software technology.
80. All agreements You have entered into with any person pursuant to which You granted any person, including, but not limited to, a license to digitally distribute any of Your copyrighted works.
81. All Documents which evidence and/or refer to any Communications between You and any person regarding any actual or potential license for the digital distribution of any of Your copyrighted works, including, but not limited to, any negotiations or any inquiries

for such license, whether or not You granted that person a license to digitally distribute any of Your copyrighted works.

82. All Documents which evidence and/or refer to any of Your policies relating to the licensing of the rights to digitally distribute Your copyrighted works.
83. All Documents which evidence and/or refer to any of the RIAA's policies or directives, suggestions, recommendations, proposals, or advice to its members concerning any of the following:
  - a. The licensing of the rights to digitally distribute RIAA members' copyrighted works.
  - b. The digital distribution of copyrighted works.
  - c. The entities what should or should not be involved in the digital distribution of copyrighted works.
  - d. The technology, including software, that should or should not be used for the digital distribution of copyrighted works; and
  - e. Lawsuits against entities that distribute or utilize peer-to-peer technology.
84. All internal RIAA Documents (including reports, studies, white papers, position papers) concerning any of the following:
  - a. The licensing of the rights to digitally distribute RIAA members' copyrighted works.
  - b. The digital distribution of copyrighted works.
  - c. The entities what should or should not be involved in the digital distribution of copyrighted works.

- d. The technology, including software, that should or should not be used for the digital distribution of copyrighted works; and
  - e. Lawsuits against entities that distribute or utilize peer-to-peer technology.
85. All Documents which evidence Your ownership interest in Musicnet, Pressplay, iMesh, BearShare, Free Peer, Sharman Networks, or any other entity that distributes or utilizes or is involved with the distribution or utilization of peer-to-peer technology.
86. All Documents which evidence and/or refer to any business plan by any person or entity for the digital distribution of music over the internet.
87. All Documents that evidence and/or refer to any Communications between You, on the one hand, and Altnet, Sharman Networks, iMesh, Mashboxx, Grokster, BearShare, Free Peer or any other entity that distributes or utilizes or is involved with the distribution or utilization of peer-to-peer technology, on the other hand.
88. All Documents which evidence or refer to Your decision not to do business with or enter into any license agreements with any of the following:
- a. The Defendants;
  - b. StreamCast Networks; and
  - c. Any other person or entity that distributes or utilizes or is involved with the distribution or utilization of peer-to-peer technology.
89. All Documents which evidence and/or refer to any Communication between You, on the one hand, and any of Your Artists or their agents, on the other hand, concerning any of the following:
- a. The Defendants;

- b. Any entity that distributes or utilizes or is involved with the distribution or utilization of peer-to-peer technology;
  - c. Peer-to-peer technology;
  - d. The distribution of music over the internet;
  - e. Any entity that distributes music over the internet; and
  - f. Any policies or procedures regarding the distribution of music over the internet.
90. All Documents, including but not limited to, emails, meeting minutes, notes, personal calendars, and expense reports which evidence and/or refer to any meetings between You and the RIAA, any other Plaintiff, or any RIAA member, concerning any of the following:
- a. The Defendants;
  - b. iMesh;
  - c. The LimeWire Software Application;
  - d. Any users of the LimeWire Software Application;
  - e. Any alleged infringement by users of the LimeWire Software Application of copyrighted works owned by You or others;
  - f. Peer-to-peer exchanging of files through the internet;
  - g. Any company providing software that enables peer-to-peer file sharing;
  - h. Any other litigation involving peer-to-peer software;
  - i. Any effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, or the use of the LimeWire Software Application;

- j. All RIAA policies, directives, proposals, strategies, suggestions or plans concerning the digital distribution of copyrighted works;
- k. Mashboxx;
- l. Your Artists' Communications with any digital distributor of copyrighted works;
- m. The digital distribution of RIAA members' copyrighted works;
- n. MusicNet;
- o. Pressplay;
- p. The Justice Department's investigation into the online distribution of music;
- q. Any policies, directives, strategies, proposals, suggestions or plans to prevent or control the online distribution of musical content, including but not limited to the filing of lawsuits against entities providing peer-to-peer technology;
- r. SnoCap;
- s. Audible Magic;
- t. Napster;
- u. Altnet;
- v. Sharman Networks;
- w. Kazaa;
- x. eDonkey;
- y. StreamCast Networks;
- z. BearShare;
- aa. Free Peer, Inc.;
- bb. Grokster, Ltd.;
- cc. Nicholas Zennstrom;



- dd. Listen.com;
- ee. 180solutions;
- ff. The New York Attorney General's investigation into the online distribution of music;
- gg. Peer-to-peer software or technology;
- hh. Licensing entities that provide, utilize or distribute peer-to-peer technology;
- ii. The commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
- jj. The Hummer Winblad Litigation;
- kk. The iMesh Litigation;
- ll. The BearShare Litigation;
- mm. The Grokster Litigation;
- nn. Apple Computer;
- oo. Licensing entities that distribute, or intend to distribute, music over the internet;
- pp. Walmart.com;
- qq. Yahoo! Music;
- rr. iTunes;
- ss. Rhapsody;
- tt. AOL Music;
- uu. MediaSentry;
- vv. Overpeer;
- ww. Vidiuz;
- xx. Big Champagne;

- yy. Any solution, potential or otherwise, to avoid the commercial consequences, if any, of peer-to-peer technology to the music industry or the Plaintiffs;
  - zz. Technology that prevents or substantially reduces the amount of infringements that are allegedly committed by users of peer-to-peer software;
  - aaa. Any licensing, or proposed licensing, of the right to distribute Your copyrighted works over the internet; and
  - bbb. Any plans, strategies, programs or efforts to not license, or refuse to license, any person or entity the right to distribute Your copyrighted works over the internet.
91. All Documents that evidence, refer to or are relevant to any investigation by the Justice Department concerning the digital distribution of music, including, but not limited to, any and all Justice Department requests for Documents, all correspondence between You and the Justice Department, and any and all Documents You produced to the Justice Department.
92. All Documents that evidence or refer to any inquiry or investigation by the FTC or the New York Attorney General into price fixing activity by You concerning the digital distribution of music.
93. All Documents that evidence and/or refer to any of Your internal statements or Communications concerning the Justice Department's or New York Attorney General's investigation into the digital distribution of music.
94. All Documents concerning any efforts to prevent or to limit copyright infringement by users of AOL's Instant Messenger System, users of You Tube, users of MySpace, or any other software application that allows its users to exchange copyrighted works over the internet.

95. All Documents concerning any efforts by You to prevent or limit copyright infringement by users of any e-mail system owned, controlled, operated, or used by You.
96. All Documents concerning any efforts by You to prevent or limit the digital duplication of copyrighted files by users of any products that You make, use, or sell (including CD burners, disk drives, MP3 players, or any other device capable of electronically storing files).
97. All Documents (including studies, reports, technical specification, internal or external Communications) that addresses the use or ability of any software to send or receive files containing copyrighted information.
98. All Documents (including any studies, reports, internal or external Communications, or data) concerning technologies for “filtering” digital files sent to or received by a computer user.
99. All Documents concerning any “filtering” technology for computer systems that You have evaluated.
100. All Documents concerning any “filtering” technology for any computers that You (or Your employees) own, operate, or control.
101. All Documents (including any reports, studies, internal or external Communications, or data) that evidence or refer to any monitoring of users of peer-to-peer applications that You have conducted or authorized others to conduct.
102. All Documents that evidence or refer to Your placing of files (or Your authorizing of others to place files) of any type (including “spoofed” or “corrupted” files) for downloading with peer-to-peer software applications.

103. All Documents that evidence or refer to any files of any type (including “spoofed” or “corrupted” files) that You have place or authorized others to place for downloading with peer-to-peer software applications.
104. All Documents that evidence or refer to Your policies regarding You or Your employee’s use of the LimeWire Software Application, or any other peer-to-peer application.
105. All Documents that evidence or reflect any use of the LimeWire Software Application, or any other peer-to-peer application by You or Your employees for any purposes (including without limitation any Documents evidencing any copyright infringement by Your employees).
106. All Documents (including position papers, testimony, and internal and external Communications) evidencing or supporting lobbying or other efforts to propose or influence federal or state legislation regarding any of the following:
  - a. Peer-to-peer applications;
  - b. Digital distribution or exchange of copyrighted work;
  - c. Copyright protection for digitally reproduced works; and
  - d. Licensing of digitally reproduced works.
107. All Documents consisting of reports, studies, or data on peer-to-peer file sharing, including without limitation all reports or data received from BigChampagne, Bay TSP or MediaSentry.
108. All Documents (including without limitation emails, reports, studies, memoranda, and internal and external Communications) that refer to any reports, studies, or data that You obtained concerning peer-to-peer file sharing (including reports or data received from BigChampagne, Bay TSP or MediaSentry). This request includes any Documents

describing or relating to Your use or uses of such reports, studies, or data, and the reasons for obtaining that information.

109. All Documents that evidence Your retention of Documents, including, but not limited to, emails, relating to this litigation.
110. All Documents consisting, evidencing, reflecting, or relating to any intention of the Defendants to infringe, or to encourage infringement, of copyrighted works.
111. For each sound recording copyright that You claim to be infringed by the Defendants, provide a copy of such sound recording in each format that such sound recording was distributed to the public, along with any Documents that accompanied such sound recording, including without limitation, any cover art, designs, layouts, copyright or other legal notices, end user license agreements, liner notes, or other Documentation.
112. All Documents constituting or evidencing Your purported proprietary rights in each of the copyrighted works You claim was violated in Your complaint.
113. All Documents that evidence facts alleged in Your complaint, including but not limited to the allegation that the Plaintiffs are the copyright owners or owners of exclusive rights under United States copyright with respect to certain copyrighted sound recordings embodied in their phonorecords (including but not limited to those listed on Exhibits A and B to Your complaint), each of which is the subject of a valid Certificate of Copyright Registration from the Register of Copyrights or as to which an application to register such sound recording under copyright is pending.
114. For each sound recording copyright that You claim to be infringed by the Defendants, provide all Documents constituting, evidencing, reflecting, or relating to the assignment of such copyright to You by the Artist(s) who created the sound recording.

115. For each sound recording copyright that You claim to be infringed by the Defendants, any Documents constituting, evidencing, reflecting, or relating to any claim that such copyright was a work made for hire by the Artist(s) who created the sound recording.
116. For each sound recording copyright that You claim to be infringed by the Defendants, any Documents constituting, evidencing, reflecting, or relating to any contracts between You and the Artist(s) who created the sound recording.
117. All Documents that refer to, mention, or discuss Sharman Networks.
118. All Documents that refer to, mention, or discuss Oris Capital Partners.
119. All Documents that refer to, mention, or discuss any officer, director, employee or agent of, any consultant to, or any investor in or lender to, Sharman Networks.
120. All Documents constituting, evidencing, reflecting, or relating to Communications of or with any person, other than the Court hearing this case, regarding this lawsuit or the underlying dispute.
121. All Documents constituting, evidencing, reflecting, or relating to Communications of or with any person, other than the Court hearing this case, regarding the use of peer-to-peer technologies, services, systems, or file sharing software for distribution, making available, uploading, downloading, or sharing of audio, video, text, image, or software files via the internet.
122. All Documents constituting, evidencing, reflecting, or relating to actual or contemplated publicity and/or press releases by You or on Your behalf, or the RIAA, regarding this lawsuit.
123. Documents sufficient to set forth the organizational structure and personnel from January 1999 to the present of the department, division or group of Your company that has

responsibility or has had responsibility at any time for developing and/or investigating business plans or strategies, (whether implemented or potential), for distributing or making available files over the internet.

124. Documents sufficient to identify all of Your officers, directors, and management-level employees, including, but not limited to, their business addresses from January 1999 to the present.
125. All Documents constituting, evidencing, reflecting, or relating to any and all efforts by You or on Your behalf to place advertisements with the Defendants in connection with the LimeWire Software Application or the "limewire.com" web site, or any other entity that distributes or utilizes peer-to-peer technology, including all contracts, agreements, offers, invitations, solicitations, inquiries, proposals, or plans for advertising with the Defendants or these other entities.
126. All Documents constituting, evidencing, reflecting, or relating to any and all efforts by You or on Your behalf to investigate, detect, assess, learn about, evaluate, and/or monitor any alleged copyright infringement that takes place or is facilitated via the internet.
127. All Documents constituting, evidencing, reflecting, or relating to any and all efforts by You or on Your behalf to investigate, detect, assess, learn about, evaluate, and/or monitor users of the LimeWire Software Application.
128. All Documents constituting, evidencing, reflecting, or relating to the potential mechanisms or means to detect, assess, monitor or prevent the copying of copyrighted works via the internet, including, but not limited to, within a peer-to-peer computer networking environment.

129. All Documents constituting, evidencing, reflecting, or relating to audio files, video files, image files, digital Document files, software files, or other files that have been offered for download or downloaded by users of the LimeWire Software Application.
130. All Documents constituting, evidencing, reflecting, or relating to information gathered by You or Your behalf about the users of the LimeWire Software Application including, but not limited to, Documents regarding their identities or locations and Documents regarding the number of users of the LimeWire Software Application.
131. All Documents constituting, evidencing, or relating to any audio files, video files, image files, digital Document files, software files, or other files downloaded or offered for download by users of the LimeWire Software Application, which You do not allege in this case to infringe upon, or to be the result of infringement upon, copyrights of the Plaintiffs.
132. All Documents constituting, evidencing, reflecting or relating to any studies regarding non-infringing uses of peer-to-peer technologies, systems, services, or software, including, but not limited to, non-infringing uses of LimeWire software program.
133. All Documents constituting, evidencing, reflecting or relating to any efforts by You or on Your behalf to download and view and/or listen to allegedly infringing files from the public network created by users of the LimeWire Software Application.
134. All Documents constituting, evidencing, reflecting or relating to any audio files, video files, image files, digital document files, software files, or other files downloaded by users of the LimeWire Software Application contained or stored on any computer owned or leased by You, or under Your control.



135. All Documents constituting, evidencing, reflecting or relating to any efforts by You or on Your behalf to download and view and/or listen to non-infringing files from the public network created by users of the LimeWire Software Application.
136. All Documents constituting, evidencing, reflecting or relating to information You possess regarding any use of the LimeWire Software Application by any person, including without limitation, any information as to any audio file, video file, image file, digital document file, software file, or other file downloaded or allegedly downloaded through use of the LimeWire Software Application.
137. All Documents constituting, evidencing, reflecting or relating to any effort or contemplated effort by You or on Your behalf to use the LimeWire Software Application, or any other peer-to-peer software application, for any purpose, including, but not limited to, the promotion or marketing of works created, copyrighted, distributed, or otherwise owned or marketed by You or on Your behalf.
138. All Documents constituting, evidencing, reflecting or relating to Communications made by You or on Your behalf or to You or to a person acting on Your behalf regarding the Defendants, the LimeWire Software Application or any other entity that distributes or utilizes peer-to-peer technology including, without limitation, internal statements or inquiries made to or made by any of the Plaintiffs, Artists, member(s) of the general public, Your customers or potential customers, or the press.
139. All Documents collected from the press, the internet, or any other public source by You or on Your behalf, or that have otherwise come into Your possession, either in electronic or print form, that refer to or relate to the Defendants or the LimeWire Software Application.

140. All Documents constituting, evidencing, reflecting or relating to Your practices, policies, procedures, intentions, plans, or actions regarding investigation and identification of claims against or prosecution of individual users of the LimeWire Software Application.
141. All Documents constituting, evidencing, reflecting or relating to any action taken by You or on Your behalf against individual users of the LimeWire Software Application.
142. All Documents constituting, evidencing, reflecting or relating to any action taken against, or communication directed toward, individual users of the LimeWire Software Application by the RIAA.
143. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with the RIAA or any member of the RIAA or any Plaintiff regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related distribution of copyrighted works.
144. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with iMesh, Sharman Networks, Kazaa, Nicholas Zennstrom, Janus Friis, BearShare, Free Peer, SnoCap, Mashboxx, eDonkey, Altnet or Audible Magic or any other entity that distributes or utilizes peer-to-peer technology regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related licensing and distribution of copyrighted works.
145. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with Real Networks, Inc. regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related licensing and distribution of copyrighted works.

146. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with Yahoo!Music regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related distribution and licensing of copyrighted works.
147. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with Microsoft Corporation regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related distribution and licensing of copyrighted works.
148. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with WalMart.com regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related distribution and licensing of copyrighted works.
149. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with Apple Computer regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related distribution and licensing of copyrighted works.
150. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with Rhapsody regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related distribution and licensing of copyrighted works.
151. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with Napster regarding peer-to-peer services, internet-related

copyright infringement, internet-related copyright enforcement, and internet-related distribution and licensing of copyrighted works.

152. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with AOL Music regarding peer-to-peer services, internet-related copyright infringement, internet-related copyright enforcement, and internet-related distribution and licensing of copyrighted works.
153. All Documents that evidence, refer to, or discuss any damages or harm, including, without limitation, monetary damage, You claim to have suffered, or to be likely to suffer, as a result of the Defendants' alleged conduct as described in the Complaint.
154. All Documents that describe, reflect or evidence any particular or individual lost sale(s) of product(s) You claim are attributable to the Defendants or the LimeWire Software Application.
155. All Documents constituting, evidencing, reflecting or relating to Communications, including, but not limited to, any studies or surveys, regarding the effect on Your sales of the availability of audio files and video files on the internet, either as a promotional tool or otherwise.
156. All Documents constituting, evidencing, reflecting or relating to any profit, revenue, compensation, or financial benefit that You contend the Defendants have received, or You anticipate the Defendants will receive in the future as a result of any alleged infringement of Your copyright rights.
157. All Documents constituting, evidencing, reflecting, or relating to any actual, potential, or contemplated technologies or efforts by You or on Your behalf to protect works or recordings distributed in digital formats, including, but not limited to works or recordings

distributed in any of the following formats: MPEG-1 Audio Layer 3, Real Media, Windows Media, or Compact Disk Digital Audio Format.

158. All Documents constituting, evidencing, reflecting or relating to any actual, potential, or contemplated technologies or efforts by the RIAA to protect works or recordings distributed in digital formats, including, but not limited to any of the following formats: MPEG-1 Audio Layer 3, Real Media, Windows Media, or Compact Disk Digital Audio Format.
159. All Documents constituting, evidencing, reflecting or relating to commercially available technology to prevent or limit unauthorized copying or distribution of copyrighted works by personal computer or computer networks, including, but not limited to, the internet.
160. All Documents constituting, evidencing, reflecting or relating to Your policy or practice regarding the reproduction in digital file format of any work for which You claim to have proprietary rights, and including, without limitation, all Documents reflecting Your approval, authorization or failure to protest any known such reproduction, whether for commercial release or otherwise.
161. Documents sufficient to identify all internet Protocol (IP) numbers assigned to or provided to You or to a person acting on Your behalf, whether dynamically or statically assigned, and used by any person in connection with the LimeWire Software Application.
162. All Documents constituting, evidencing, reflecting or relating to any chat room accessible from the limewire.com web site, including, but not limited to, any Communications in Your possession therefrom and any Communications posted in any chat room by You or on Your behalf.

163. All Documents constituting, evidencing, reflecting or relating to any Communication with any technical support personnel at Lime Wire.
164. All Documents constituting, evidencing, reflecting or relating to any discussion board accessible from the limewire.com web site, including, but not limited to, any Communications in Your possession therefrom and any Communications posted to the discussion board by You or on Your behalf.
165. All Documents constituting, evidencing, reflecting or relating to the market or potential market for audio, video, software, document, or image files stored or recorded in digital form, including without limitation any and all marketing studies plans, or distribution studies or plans, that discuss the potential impact of encryption or any other means of limiting copying of such files distributed by You or on Your behalf in digital form.
166. All Documents constituting, evidencing, reflecting or relating to any consideration of encryption or any other means of limiting or controlling the copying of audio, video, software, document, or image files distributed in digital form.
167. All Documents constituting, evidencing, reflecting or relating to any Communications from any performing Artists, creators or authors of copyrighted works, other holders of copyright or "neighboring rights," or their representatives concerning the Defendants, the LimeWire Software Application, or any other entity that distributes or utilizes peer-to-peer technology, including, but not limited to, requests by such persons or their representatives to permit any work created in whole or in part by such persons to be made available, promoted or marketed over the internet.
168. All Documents constituting, evidencing, reflecting or relating to consideration of, analysis of, Communications about, study of, plans for or participation in a peer-to-peer

file sharing system for the distribution of audio, video, document or image files, including, but not limited to, peer-to-peer file sharing on the software application known as “ICQ” and other peer-to-peer software, systems, or services developed or being developed by any Plaintiff.

169. All Documents that refer to, mention, or discuss NetPD Ltd.
170. All Documents that refer to, mention, or discuss Vidius Inc.
171. All Documents that refer to, mention, or discuss BigChampagne.
172. All Documents that refer to, mention, or discuss 180solutions.
173. All Documents that refer to, mention, or discuss Nullsoft, Inc., including without limitation all Documents that refer to, mention, or discuss Nullsoft’s creation or distribution of the Gnutella software.
174. All Documents that refer to, mention, or discuss Cydoor Technologies, Inc. or Cydoor Desktop Media.
175. All Documents that refer to, mention, or discuss 24/7 Media, Inc.
176. All Documents that refer to, mention, or discuss OnFlow.
177. All Documents that refer to, mention, or discuss GigAmerica.com.
178. All Documents that refer to, mention, or discuss WorldUSA.com.
179. All Documents that refer to, mention, or discuss The Rose Group.
180. All Documents that refer to, mention, or discuss Reelmind, Inc.
181. All Documents that refer to, mention, or discuss Jive Media Technologies Inc.
182. All Documents that refer to, mention, or discuss File Freedom, LLC.
183. All Documents that refer to, mention, or discuss Microsmarts.
184. All Documents that refer to, mention, or discuss Moodlogic.

185. All Documents that refer to, mention, or discuss Strategic Advertising Services.
186. All Documents that refer to, mention, or discuss Sprinks.
187. All Documents that refer to, mention, or discuss Brilliant Digital Entertainment.
188. All Documents that refer to, mention, or discuss Altnet.
189. All Documents that refer to, mention, or discuss About, Inc.
190. All Documents that refer to, mention, or discuss Ezula, Inc.
191. All Documents that refer to, mention, or discuss Webhancer.
192. All Documents that refer to, mention, or discuss New.net.
193. All Documents that refer to, mention, or discuss Edwin Mestelaar.
194. All Documents that refer to, mention, or discuss Kevin Bermeister.
195. All Documents that refer to, mention, or discuss Mario Velasquez.
196. All Documents that refer to, mention, or discuss Martin Schuermann.
197. All Documents that refer to, mention, or discuss Mark Dyne.
198. All Documents that refer to, mention, or discuss Kenneth B. Hertz.
199. All Documents that refer to, mention, or discuss Nicholas Zennstrom or Janus Friis.
200. All non-privileged Documents that evidence, refer to, describe or relate to the Hummer Winblad Litigation, including without limitation any and all letters, e-mail correspondence, memoranda, briefs, pleadings, declarations, expert reports, transcripts, depositions, declarations, surveys, and studies created for that litigation, and any drafts thereof.
201. All Documents that You produced to the Defendants in the Hummer Winblad Litigation.



202. All Documents that refer or relate to any online market research companies with whom You do business or have considered doing business since January 1999, including without limitation BigChampagne and A.D.D. Marketing.
203. All Documents that evidence, refer to, describe or relate to any Communications with any online market research companies with whom You do business or have considered doing business since January 1999, including without limitation BigChampagne and A.D.D. Marketing.
204. For each sound recording copyright that You claim to be infringed by the Defendants, any Documents that evidence, refer to, describe or relate to the assignment of such copyright to You by the Artist(s) who created the sound recording.
205. For each sound recording copyright that You claim to be infringed by the Defendants, any Documents that evidence, refer to, describe or relate to any claim that such copyright was a work made for hire by the Artist(s) who created the sound recording.
206. For each sound recording copyright that You claim to be infringed by the Defendants, all Documents that evidence, refer to, describe or relate to any contracts between You and the Artist(s) who created the sound recording.
207. For each sound recording copyright that You claim to be infringed by the Defendants, a copy of such sound recording in each format that such sound recording was distributed to the public, along with any Documents that accompanied such sound recording, including without limitation any cover art, copyright notices, liner notes, end-user license agreements, or other Documentation.
208. All Documents that evidence, refer to, describe or relate to any Communications with members of the Recording Artist Coalition regarding copyright ownership of sound

recordings, including without limitation the Artists listed on <http://www.recordingArtistscoalition.com/Artists.html>.

209. All Documents related to the settlement of the Grokster Litigation by any defendant in that litigation.
210. All Documents that refer, relate or pertain to any Communication by or to You or on Your behalf to or from Sharman Networks, LEF Interactive, Nicole Hemming, Consumer Empowerment, Kazaa, Nicholas Zennstrom or Janus Friis or any of their respective attorneys representing them in the Grokster Litigation.
211. All Documents related to the settlement of the BearShare Litigation or the iMesh Litigation.
212. All Documents produced by You in the Digital Music Antitrust Lawsuit.
213. All Documents evidencing Your investment in developing the distribution of music over the internet, including distribution utilizing peer-to-peer technology.
214. All Documents relating to any survey, plan, analysis or study of the effects of allowing Your Artists to distribute music directly over the internet.
215. All Documents relating to any licensing of music through MusicNet or Pressplay.
216. All Documents related to any agreement or understanding between You and any Plaintiff regarding MusicNet, Pressplay, iMesh, BearShare, Free Peer, Mashboxx, SnoCap, Audible Magic or Sharman Networks.
217. All Documents relating to the pricing of Your works distributed, or to be distributed, over the internet.
218. All Documents relating to the setting of prices for music to be distributed over the internet.

219. All Documents relating to any Communications to or from CDBaby regarding the Defendants or the LimeWire Software Application.
220. All Documents relating to any Communications with any of Your Artists concerning CDBaby.
221. All Documents related to WeedShare.
222. All Documents related to Your decision or the RIAA's decision to not provide metadata related to any for any of Your works to any person or entity that distributes or utilizes peer-to-peer technology.
223. All Documents relating to Communication by You or the RIAA to other persons or entities to not enter into any business relationship with Lime Wire or any other person or entity that distributes or utilizes peer-to-peer technology.
224. All Documents relating to any agreement or understanding that requires any person or entity to obtain Your approval in advance before that person or entity can enter into a business relationship with Lime Wire or any other person or entity that distributes or utilizes peer-to-peer technology.
225. All Communications between You and any entity or person regarding any proposed business relationship with Lime Wire or any other person or company that utilizes or distributes peer-to-peer technology.
226. All Documents related to Your efforts or the RIAA's efforts to develop or implement security technology that prevents or limits purchasers of copyrighted music from copying or reproducing this music.
227. All Documents related to any Communication with any ISP regarding Lime Wire or any other person or entity that utilizes or distributes peer-to-peer technology.

228. All Civil Investigative Demands (“CID”) received by You or anyone else from the United States Department of Justice (“DOJ”) relating to its investigation into the commercial distribution of music over the internet.
229. All Documents submitted to the DOJ (whether or not submitted in response to a CID) by You or anyone else relating to the DOJ’s investigation into the commercial distribution of music over the internet, including all other documentation submitted in conjunction with any such Documents, including privilege logs or correspondence explaining the scope or nature of the Documents submitted.
230. All Documents responsive to any CID You received from the DOJ relating to its investigation into the commercial distribution of music over the internet that were not previously produced to the DOJ, including but not limited to any Documents that were located after the final production You made to the DOJ or that are locatable now, but excluding any Documents as to which a court has sustained an objection to production.
231. All responses to interrogatories propounded by the DOJ to You or anyone else in connection with the DOJ’s investigation into the commercial distribution of music over the internet.
232. All transcripts of depositions taken by the DOJ in connection with its investigation into the commercial distribution of music over the internet.
233. All correspondence with the DOJ in connection with its investigation into the commercial distribution of music over the internet.
234. All Documents relating to any Communication that You have had with, or any Documents You have delivered to or received from, any state or federal government entity or representative of any such entity, including without limitation the DOJ, the New

York Attorney General, the Federal Trade Commission, or any member (or his or her staff) or committee of the United States Congress, relating to the commercial distribution of music over the internet.

235. All Documents, including all Communications relating to Your or any other Plaintiff's actual or potential licensing of rights to online distribution of digital sound recordings.
236. All Documents, including all Communications, relating to Your or any other Plaintiff's actual or potential investment in any entity involved in, or known by You to have considered involvement in, the online distribution of digital sound recordings.
237. All Documents, including all Communications, relating to Napster.
238. All Documents, including all Communications relating to Your or anyone else's actual or potential revenues and/or profits relating to online distribution of digital sound recordings.
239. All Documents including all Communications, relating to the actual or potential benefits, monetary and/or nonmonetary, of investing in any entity involved in online distribution of digital sound recordings.
240. All Documents, including all Communications relating to the actual or potential benefits, monetary and/or nonmonetary, of investing in any entity in connection with the contemplated involvement of that entity in online distribution of digital sound recordings.
241. All Documents including all Communications relating to actual or potential licensing fees paid or to be paid to You or anyone else in connection with online distribution of digital sound recordings.
242. All Documents that contain, describe, refer to or reflect any studies or surveys, whether conducted by You or by any third party, relating to the impact of the availability of music

on the internet, either as a promotional tool or otherwise, on Your sales and/or sales of any other Plaintiff.

243. All Documents relating to Internet Business Models, including but not limited to:
  - a. The availability of such a model;
  - b. the potential advantages or disadvantages of such a model to (1) composers; (2) publishers; (3) recording Artists; and (4) independent record labels;
  - c. the development, negotiation, or implementation of such a model;
  - d. possible alternatives to such a model; and
  - e. the desirability of such a model.
244. All Documents created or received by You relating to any projections for (1) Your Internet Sales or (2) Internet Sales of any other Plaintiff or the recording industry in general.
245. All Documents relating to any estimation, calculation, or tabulation of the actual volume of Your Internet Sales or the Internet Sales of any other Plaintiff or the recording industry in general.
246. All Documents relating to any comparison or analysis of any projection of Your Internet Sales against any of Your actual Internet Sales.
247. All Documents relating to any market research relating to consumers' obtaining of music over the internet.
248. All Documents relating to any Communications with third parties contacted by You for the purpose, in part or in whole, of collecting, studying or analyzing information relating to the pricing of music for distribution over the internet.

249. All Documents containing any analysis or assessment of any program or plan of Yours for increasing or obtaining revenue from the commercial distribution of music over the internet.
250. All Documents reflecting or referring to any market research conducted by or for You for the purpose of studying, learning, or evaluating consumers' responses to Your business plans, strategies, and operations for the distribution of digital music over the internet.
251. All Documents concerning Your or any other Plaintiff's plans, strategies, and implementation of those plans and/or strategies for marketing, advertising, or otherwise promoting Your sale of digital music over the Internet, including, but not limited to, budgets, budget proposals, or financial reports.
252. Documents sufficient to set forth the organizational structure and personnel of Your department, division or group that has or has had the responsibility of development or implementing Your business plan or strategy for distributing downloadable digital music over the internet from January 1, 1999 to the present.
253. All Documents relating to any Plaintiff's consideration of, analysis of, Communications about, study of, or plans for participation in a peer-to-peer file sharing system for distribution of music.
254. All Documents relating to any actual or proposed licenses or other agreements relating to intellectual property rights associated with the provision of music over the internet, including:
  - a. each final license or agreement, as well as any prior draft, proposal, exhibit, appendix, codicil, or modification;

- b. each Document relating to any analysis, strategy, negotiation, discussion, or effect of any license or agreement or provision thereof; and
  - c. each Document discussing the value, pricing, consideration, benefits, and detriments of any license or agreement or provision thereof.
255. All Documents relating to any other person's plans or activities pertaining to the provision of music over the internet, including:
- a. each Document relating to any actual or potential dispute, lawsuit, or settlement thereof concerning the provision of music over the internet;
  - b. each Document relating to the requirements for entry into the provision of music over the internet, or any person's entry, attempted entry, or potential entry into, or exit or potential exit from, the provision of music over the internet; and
  - c. each Document discussing the nature, contents, or breadth (including the number of variety of songs, music genres, Artists, or record labels) of the music content necessary to establish a viable business for the provision of music over the Internet.
256. All Documents relating to MusicNet or pressplay, including each Document constituting or reflecting Communications between Napster and MusicNet or pressplay or Communications to or from any Plaintiff regarding MusicNet or pressplay, all Documents relating to Napster's agreement with MusicNet to distribute the MusicNet subscription music service, and all Communications between MusicNet or pressplay and each other or any Plaintiff.
257. All Documents relating to Your evaluation, study, consideration and decision of whether or not to grant a license to any entity that utilizes or distributes peer-to-peer technology,



or to enter into a joint venture or other agreement with any said entity relating to availability of any of Your copyrighted recordings.

258. All Documents relating to Your grant or refusal to grant, or evaluation, study or consideration of whether to grant a license to, or to enter into a joint venture or other agreement with, any other Plaintiff or affiliate thereof related to availability of any of Your copyrighted recordings.
259. All Documents relating to any internal or external discussions or assessments of the potential benefits or risks of licensing to any peer-to-peer system.
260. All Documents relating to Communications between You and any other Plaintiff, or the RIAA or any member thereof, relating to any potential terms for reaching an agreement or entering into a relationship with any peer-to-peer company or any entity concerning the online distribution of music.
261. All Documents reflecting or relating to any analysis, discussion, or consideration of requiring LimeWire or any other peer-to-peer company to implement a “filter-in” system—i.e., a system of allowing only user sharing of works specifically pre-approved by rights holders.
262. All Documents relating to any Communication, meeting, conversation, or agreement between You and any other Plaintiff, or the RIAA or any member thereof, relating to the prices, discounts, terms of service, or any other terms or conditions for the sale, the offer for sale, streaming, or transmission of digital sound recordings over the internet.
263. All Documents relating to any Communication, meeting, conversation, or agreement between You and any other Plaintiff, or the RIAA or any member thereof, relating to:  
(1) the Artists any of whose sound recordings You, any other Plaintiff, or any other

member of the RIAA would not offer for sale or would not distribution in digital format; (2) the Artists with whom You, any other Plaintiff, or any other member of the RIAA would not deal with respect to the offer for sale or the distribution of their sound recordings in digital format; and (3) the record companies, music publishers, or composers any of whose sound recordings or musical compositions You, any other Plaintiff, or any other member of the RIAA would not offer for sale or would not distribute in digital format.

264. All Documents relating to Communications between You and any Artist, Plaintiff or owner of any copyright interest in any sound recording or musical composition relating to (1) their or Your relationship with LimeWire or any other peer-to-peer company, (2) their ability or inability to authorize their works for distribution on the LimeWire network or any other peer-to-peer network, or (3) any contractual restrictions on them relating to LimeWire or any other peer-to-peer company.

Dated: October 31, 2006

Respectfully submitted,

PORTER & HEDGES, L.L.P.

By: /s/  
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