

Exhibit E



Teena-Ann
Sankoorikal/NY/Cravath
09/13/2007 10:27 AM

To "Baker, Charles S." <CBaker@porterhedges.com>
cc "Cohen, Joseph D." <JCohen@porterhedges.com>, Katherine Forrest/NY/Cravath, Christine Hernandez/NYC/Cravath, Sean Thompson/NYC/Cravath
Subject Re: expert deadlines

Charles,

Regarding moving the expert deadlines, we believe that -- apart from the addition of some search terms -- we will have substantially completed our production by mid-October. (When we spoke last week, Joe mentioned that, apart from new search terms, defendants intend substantially to have completed their productions at that time as well.) As a result, our position is that the parties should be able to complete expert reports within a month thereafter, with a deadline of end of November for identifying and exchanging reports. (Apart from the timing of expert reports and expert depositions, we anticipate the schedule otherwise remaining in place.) Please let us know your thoughts on our response proposal.

Regards,
Teena

"Baker, Charles S." <CBaker@porterhedges.com>



"Baker, Charles S."
<CBaker@porterhedges.com>
>
09/10/2007 07:02 PM

To "Teena-Ann Sankoorikal" <TSankoorikal@cravath.com>
cc "Cohen, Joseph D." <JCohen@porterhedges.com>
Subject expert deadlines

Teena,

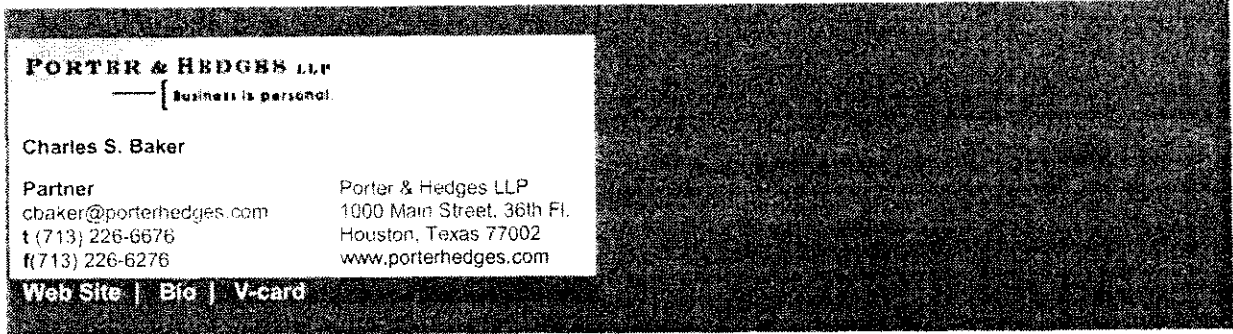
Another point I want to raise with respect to the expert deadlines is the fact that if my client is going to agree to defer some of our document requests (such as all supporting documents regarding copyright ownership) then I will need to defer any potential expert reports on those issues. In other words, I am happy to defer the production of those documents for now as long as we can agree to move the expert deadlines. Otherwise I will insist that they be produced.

Also, with respect to EMI's refusal to provide more current antitrust and copyright misuse documents and information, I would like to remind your client that this information is highly relevant to the more recent antitrust/copyright misuse allegations made in our Answer/Counterclaim involving iMesh and others as well as the issue with respect to the concerted refusal to provide my client with the appropriate hashes to implement a filter. All of these acts occurred after the Hummer Winblad production and thus would not be

a part of that production to us. Clearly without this information it will be impossible for any expert, including yours, to fully opine on these matters.

Finally, this is to confirm that if we do not have an answer soon as to our request it is our intention to bring this matter to the Court's attention next week.

Charles



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Exhibit F

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CHRISTINE BESHAR

January 26, 2007

Arista, et al. v. Lime Wire LLC, et al.,
06 Civ. 05936 (GEL) (S.D.N.Y.)

Dear Charles:

I write to memorialize the understandings we reached during our January 17 meet and confer concerning the responses and objections you served on behalf of We Get It, Inc., Tower PR, Adam-Friedman Associates LLC, Susheel Daswani, Frostwire, Tarum Kapoor, Angel Leon and Robert Soule.

First, your responses and objections to these non-party subpoenas include a number of general objections. During our conversation, you agreed that you were not intending to withhold any documents on the basis of those general objections.


Second, in the responses and objections you served on behalf of Susheel Daswani, Tarum Kapoor, Angel Leon and Robert Soule, you objected to our second request for documents relating to "the LimeWire System/Service" as "overly broad, vague and unduly burdensome, and because it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence", and, subject to that objection, agreed to produce responsive documents. During our meet and confer, you confirmed that you were not intending to withhold any documents on the basis of that objection.

Third, on behalf of We Get It, Inc., you initially objected to producing any documents on attorney-client privilege and work product grounds. You have now clarified that the basis of that objection is that Laura Tunberg is an attorney. However, even though Ms. Tunberg is an attorney, you agreed to search for and produce any non-privileged documents that are responsive to plaintiffs' subpoena to We Get It, Inc.,

including any agreements between We Get It, Inc. and any of the Defendants. In addition, you agreed to provide a privilege log pursuant to Fed. R. Civ. P. 26(b)(5).

If my understanding of any of the above is incorrect, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jeffrey B. Korn', with a long horizontal flourish extending to the right.

Jeffrey B. Korn

Charles S. Baker, Esq.
Porter & Hedges LLP
1000 Main Street, 36th Floor
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BY E-MAIL

Exhibit G

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April 19, 2007

Arista, et al. v. Lime Wire LLC, et al.,
06 Civ. 05936 (GEL) (S.D.N.Y.)

Dear Charles:

I write to memorialize the understandings we reached during our March 23 and April 11 meet and confer sessions concerning defendants' responses and objections (the "Responses") to plaintiffs' First Request for the Production of Documents and Access to Equipment and Facilities (the "Requests") and the status of productions by non-parties represented by you.

In Part I, I address defendants' Responses to subpart A of plaintiffs' Requests; in Part II, I address defendants' Responses to subpart B of plaintiffs' Requests; in Part III, I address defendants' Response to plaintiffs' Request to Inspect, Copy, Test and Sample; and in Part IV, I summarize the status of productions by non-parties represented by you.¹

¹ To be clear, nothing in this letter should be construed as a waiver of plaintiffs' right to seek further discovery, should plaintiffs determine that defendants' production is insufficient.

I. Responses to Subpart A Requests

1. Response to Request No. 1²: Despite the fact that your Response was limited to “any source code and object code, created by Defendants”, you confirmed that the DVD that you produced on March 14 with the Bates label “LW CVS 0001” contains all iterations of source code and object code for the LimeWire System/Service, whether or not created by Defendants.
2. Response to [First] Request No. 5: With respect to subpart (a) of this Request, you stated that the number of times the LimeWire System/Service had been downloaded from the websites www.limewire.com and www9.limewire.com could be determined from the weblogs for those two websites, and that all responsive weblogs for those sites had already been produced. You further agreed to identify the time periods covered by the weblogs that had been produced. In addition, you agreed to produce all weblogs for www10.limewire.com; www.limewire.org; the LimeWire “Maverick” website; the LimeWire “JIRA” website; the LimeWire “Mailman” website; and the LimeWire “bug” website. Finally, you stated that defendants had no documents responsive to subpart (b) of this Request.
3. Response to Request No. 13: You agreed to search for and produce all documents responsive to this Request.
4. Response to Request No. 18: You agreed to search for and produce all documents responsive to this Request.
5. Response to Request No. 19: In your response to Request No. 19, you agreed to produce responsive documents only to the extent they “relate[] solely to defendant Lime Wire LLC and the Lime Wire software program”, even though we had requested documents concerning Lime Group LLC—a named defendant in this lawsuit. During our meet and confers, you agreed to search for and produce all documents responsive to Request No. 19 in the possession, custody or control of Lime Group LLC to the extent those documents concern Lime Wire LLC and the LimeWire System/Service, including, but not limited to, any documents concerning any financial benefit Lime Group LLC may have received from Lime Wire LLC and the LimeWire System/Service, and any documents concerning individuals that may have been employed by Lime Group LLC for the benefit of Lime Wire LLC and the LimeWire System/Service. Plaintiffs reserve their right to seek further discovery

² We use herein the numbering of the Requests contained in defendants’ Responses. We note, however, that defendants mislabeled their Responses to Subpart A Requests. Two requests were labeled as “Request No. 5” and two requests were labeled as “Request No. 27”. With regard to those requests, we refer to them as “Response to [First] Request No. ___” and “Response to [Second] Request No. ___”.

responsive to this Request if the documents you produce in response are insufficient.

6. Response to Request No. 22: You agreed to search for and produce all internal and external correspondence responsive to this Request. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

7. Response to Request No. 26: You agreed to search for and produce documents sufficient to show the formation of and business plans for the project that was at one time known as Lime Radio and to identify those documents by Bates number. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

8. Response to [First] Request No. 27: You agreed that this Response contains a typographical error and that the word “produce” should be inserted after the word “will” in the last sentence of this Response.

9. Response to [Second] Request No. 27: In addition to the documents you agreed to produce in your Responses, you agreed to search for and produce all documents responsive to subpart (a) of this Request.

10. Response to Request No. 33: While your response to Request No. 33 was limited to “any relevant, responsive and non-privileged documents as it relates to Lime Wire LLC”, you agreed to produce documents sufficient to identify the ownership interests of all persons or entities who own an interest in the LimeWire System/Service, and to identify those documents by Bates number. You also agreed to let us know whether Defendants intend to produce documents identifying the ownership interests of all persons or entities who own an interest in Lime Group LLC. Finally, you agreed to search for and produce all documents concerning distributions from Lime Group LLC to its shareholders. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

11. Response to Request No. 34: You agreed to search for and produce all documents responsive to this request in the possession, custody or control of defendants—including Lime Group LLC—to the extent those documents concern Lime Wire LLC or the LimeWire System/Service. In addition, you agreed to inquire as to whether defendants will agree to produce documents concerning any debt or equity financing provided to Lime Wire LLC or Lime Group LLC. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

12. Response to Request No. 35: You agreed to search for and produce all documents responsive to this Request concerning Lime Wire LLC or the LimeWire System/Service. Plaintiffs reserve their right to seek further

discovery responsive to this Request if the documents you produce in response are insufficient.

13. Response to Request No. 36: You agreed to search for and produce all documents responsive to this request concerning defendants Lime Wire LLC, Lime Group LLC, Mark Gorton and Greg Bildson. You stated that you would not produce documents concerning other affiliated entities such as Tower Research Capital. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

14. Response to Request No. 37: You agreed to search for and produce all documents responsive to this request concerning Lime Wire LLC or the LimeWire System/Service, even if Lime Wire LLC is not an actual party to the contract, agreement, memorandum of understanding or term sheet that is the subject of this request. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

15. Response to Request No. 38: You agreed to search for and produce all financial books and records, general ledgers, accounts receivable and payable, income ledgers, balance sheets and tax filings responsive to this request. You stated that you would not produce bank statements and credit card statements, but that those statements are summarized in the monthly financial statements that you will produce. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

16. Response to Request No. 39: You agreed to search for and produce all monthly statements that reflect revenue received by the defendants from sales of LimeWire PRO. You also agreed to produce a sample of the data maintained regarding LimeWire PRO users; we agreed to review the sample and determine if we need to seek further discovery on this topic. Plaintiffs reserve their right to seek further discovery responsive to this Request if the documents you produce in response are insufficient.

17. Response to Request No. 40: You agreed to describe how defendants maintain information “concerning any money, stock, loan or other thing of value paid to any person who had any role in the development or operation of the LimeWire System/Service, including payroll records” and bounties paid to individuals who developed aspects of the LimeWire System/Service.

18. Response to Request No. 41: You agreed to search for and produce all documents responsive to this Request.

19. Response to Request No. 44: You stated that “Lime Peer” is the predecessor entity to Lime Wire LLC and that all documents referring to

“Lime Peer” should be construed as relating to Lime Wire LLC, and would be produced. You also stated that defendants’ business plans for “Lime Objects” would be discussed, if at all, in documents concerning the LimeWire System/Service.

II. Responses to Subpart B Requests

1. Response to Request No. 3: You agreed that this Response contained a typographical error and that all text after “once an acceptable protective order is entered by the Court” should be deleted.
2. Response to Request No. 12: You agreed to search for and produce all documents responsive to this Request.

III. Request to Inspect, Copy, Test and Sample

We received your response to this request on April 10, 2007. We are in the process of reviewing your objections, and will address them in a separate letter.

IV. Non-Party Document Productions

As we discussed, there are a number of non-parties that you represent that have not yet produced any documents. During our meet and confer, you stated that it was your understanding that the following non-parties have no documents responsive to plaintiffs’ subpoenas: FrostWire, Aubrey Arago, Adam Fisk, Zaphaniah Grunschlag, Adam Harris, Benjamin Hunter, Matthew Kotzen, Yusuke Naito, David & Christine Nicponski, Justin Schmidt, Anurag Singla, Sumeet Thadani and Ron Vogl. As a result, you agreed to verify that representation with regard to each of the individuals listed above and respond to us thereafter. However, based on conversations with Mr. Vogl before he retained you as counsel, it is our understanding that he may have responsive documents. In addition, you also agreed to check on the production status of Meghan Formel, We Get It, Inc., Karl Madgsick and Rachel Sterne, all of which you stated may have documents responsive to our subpoenas. Please let us know as soon as possible whether and when we should expect additional non-party document productions from these individuals and entities.

*

*

*

If my understanding of any of the above is incorrect, please let me know.

Very truly yours,

A handwritten signature in black ink that reads "Jeffrey B. Korn" with a stylized flourish at the end.

Jeffrey B. Korn

Charles S. Baker, Esq.
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BY E-MAIL

Exhibit H

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October 1, 2007

Arista, et al. v. Lime Wire LLC, et al.,
06 Civ. 05936 (GEL) (S.D.N.Y.)

Dear Charles and Joe:

I write to memorialize the understandings we reached during our meet and confer sessions on September 26 and 27 concerning: (1) plaintiffs' responses and objections ("Plaintiffs' Responses) to defendants' First Request for the Production of Documents ("Defendants' Requests") (Section I, below); and (2) the parties' search term lists (Section II, below).

I. Plaintiffs' August 20, 2007 Letter¹

Plaintiffs' Responses to Defendants' Requests

3. Defendants' Request No. 76m: We have agreed to search the term "MySpace /7 (music or song or mp3 or audio)", which you agreed resolved any issues with regard to this Request.
4. Defendants' Requests Nos. 67kk, 67ll, 67mm, 209, 210, 211: We stated that plaintiffs will not produce the settlement agreements in the iMesh Litigation, the BearShare Litigation and the Grokster Litigation or any correspondence files, if any relating to those litigations. With regard to your request for any communications about these litigations between plaintiffs or the RIAA and these entities, we stated that we would not withhold non-privileged correspondence that arises from the search terms being applied to the electronic files of plaintiffs' custodians, and you

¹ We use the numbering found in that letter herein.

agreed that the production such electronic correspondence, if any, would neither be construed as a concession by plaintiffs that such correspondence or the agreements is relevant to this matter nor would you argue that such production, if any, entitles you to the production of these agreements or correspondence files, if any, relating to these litigations.

5. Defendants' Requests Nos. 161, 189, 191: You confirmed that you have agreed to withdraw these Requests.
9. Defendants' Request No. 200: You requested the privilege logs associated with plaintiffs' productions in the Hummer Winblad litigation. We agreed to provide those privilege logs. You also requested information concerning the scope of EMI's prior productions, and we agreed to check with our client regarding your request. Either we or Mayer Brown will respond to you regarding your request.
14. Defendants' Request No. 111: We confirmed that plaintiffs will respond to this Request by making available physical copies of the copyrighted works that are the subject of this suit. They will be available for inspection on October 15, 2007, at our offices.
15. Defendants' Request No. 123: We confirmed that we are conducting a reasonable search for, and will produce, any responsive, current and historical organizational charts. Indeed, we have already produced organizational charts from WMG and UMG.
16. Defendants' Requests Nos. 147-50 and 152:
 - a. With respect to Request No. 147, as reflected in Exhibit A attached hereto, we agreed to add the search term "(Microsoft w/i 7 music) w/i 25 (distrib* or licens*)", which you agreed would be sufficient for purposes of this Request.
 - b. With respect to Request No. 148, as reflected in Exhibit A, we agreed to add the search term you had proposed, "Walmart.com w/i 7 (music or licens*)". However, in addition, you asked that we add the search term "Walmart w/i 7 (music or licens*)". We agreed to confer with our client regarding this term.
 - c. With respect to Request No. 149, we stated our willingness to add the term "(Apple w/i 25 (distrib* or pric*)) and (music or audio)". As reflected in Exhibit A, you also requested that we add the term "(Apple w/i 25 (distrib* or pric*)) and (song)". We agreed to confer with our client regarding this term.
 - d. With respect to Request No. 150, we stated our willingness to add the term "Rhapsody w/i 7 (distrib* or pric* or licens*)". As reflected in Exhibit A, you requested that we add instead the term

“Rhapsody w/i 10 (distrib* or pric* or licens*)”. We agreed to confer with our client regarding this term.

- e. With respect to Request No. 152, as reflected in Exhibit A, we agreed to add the search term “(AOL w/i 15 (music or audio)) w/i 15 (distrib* or pric*)”, which you agreed would be sufficient for purposes of this Request.
17. Defendants’ Requests Nos. 671, 167, 219 and 220: We stated that plaintiffs do not agree to search for documents responsive to these Requests maintained by individuals employed by each of plaintiffs’ record label entities. Such searches, as we explained, would be unduly burdensome and likely would not yield responsive documents, given the nature of distribution of music.
18. Defendants’ Requests Nos. 112-16 and 204-206: You stated that you no longer agreed to table these Requests. We are not in agreement with your view regarding what must be provided in this regard but will be providing documentary and testimonial information we deem sufficient.
19. Defendants’ Requests Nos. 236, 239, 240: We stated that plaintiffs do not agree to produce a list of unaffiliated companies involved in the online distribution of music in which the record companies (or their affiliates) have an equity interest, and the nature of that interest. However, without conceding the relevance of these Requests or waiving plaintiffs’ objections thereto, and for the avoidance of any doubt, plaintiffs contend that the production of documents to certain of defendants’ Requests, including for instance, Requests Nos. 18 and 25, as well as certain of plaintiffs’ search terms, including “(digital w/i 7 distrib*) and audio”, “(digital w/i 7 distrib*) and music”, “(internet w/i 7 distrib*) and audio”, “(internet w/i 7 distrib*) and music”, “(online w/i 7 distrib*) and audio” and “(online w/i 7 distrib*) and music”, indeed satisfy these Requests.
20. Defendants’ Requests No. 6, 7, 23 and 61: With regard to Requests Nos. 6, 7, and 23, you agreed that plaintiffs’ production of documents responsive to Defendants’ Requests Nos. 1-5 would be sufficient. With regard to Request No. 61, we stated that plaintiffs will produce evidence responsive to that Request.
21. Defendants’ Requests Nos. 80 and 81: We confirmed that plaintiffs will produce final agreements with entities that relate to the licensing of substantially all of plaintiffs’ catalogue for digital distribution. You stated that you wanted final agreements relating to the licensing of any portion of plaintiffs’ catalogue for digital distribution. We stated that we would inquire with our clients with regard to your request.

II. Search Terms

In addition to the agreements and defendants' proposals set forth at point I.16 above, I set forth our additional agreements with respect to defendants' proposed additions to plaintiffs' search term lists at Exhibit A. Additionally, please respond to my email of September 27, 2007 concerning plaintiffs' proposed additions to defendants' search terms by October 5, 2007.

* * *

If my understanding of any of the above is incorrect, please let me know.

Sincerely,



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Encl.

BY E-MAIL

Exhibit A¹
Outstanding Terms Proposed by Defendants to Plaintiffs

	<i>Defendants' Requested Term</i>	<i>Plaintiffs' Response</i>	<i>Result of 9/26 and 9/27 Meet and Confer</i>
1	Microsoft w/i 7 music	(Microsoft w/i 7 music) w/i 25 (distrib* or licens*)	Parties in agreement, no further issue
2	Walmart.com w/i 7 (music or licens*)	agree	Defendants now also propose additional term "Walmart w/i 7 (music or licens*)"
3	Apple w/i 25 (distrib* or pric*) AND Apple w/i 5 music	Apple w/i 25 (distrib* or pric*) and (music or audio)	Agreed, but defendants now also propose "(Apple w/i 25 (distrib* or pric*)) and (song)"
4	Rhapsody	Rhapsody w/i 7 (distrib* or pric* or licens*)	Defendants propose "Rhapsody w/i 10 (distrib* or pric* or licens*)"
5	AOL w/i 5 music	AOL w/i 15 (music or audio) w/i 15 (distrib* or pric*)	Parties in agreement, no further issue
6	distrib* w/i 10 (digital* or online or on-line or internet or web) ²	(distrib* w/i 10 (digital* or online or on-line or internet or web)) w/i 10 (music or audio)	Defendants propose "distrib* w/i 10 (digital* or online or on-line or internet or web)" <i>(striking "w/i 10 (music or audio)")</i>

¹ Warner Music Group and Sony will add all terms where the parties are in agreement (1, 5, 12, 13, 16-18, 22-26 and 28-30 (the "Agreed-Up on Terms")). The bolded Agreed-Up on Terms will be added to Universal Music Group List A, and all remaining Agreed-Up on Terms will be added to Universal Music Group List B, as identified in plaintiffs' June 7, 2007 letter. EMI will only add the bolded Agreed-Up on Terms to its search term list. With respect to numbers 2, 3 and 14, the terms "Walmart.com w/i 7 (music or licens*)" and "Apple w/i 25 (distrib* or pric*) and (music or audio)" will be added to the search term lists of Warner Music Group and Sony, and to Universal Music Group List B. The term "(file w/i 5 (exchange* or share or sharing)) w/i 15 (music or audio)" will be added to the search term lists of Warner Music Group, Sony and EMI, and to Universal Music Group List A. We understand that defendants disagree with certain of the companies' positions regarding the application of search terms.

² During our meet and confer of August 28, 2007, Joe corrected a typo with regard to terms 6-10 in Teena-Ann Sankoorikal's letter of August 20, 2007.

	<i>Defendants' Requested Term</i>	<i>Plaintiffs' Response</i>	<i>Result of 9/26 and 9/27 Meet and Confer</i>
7	(web* w/i 10 (distrib* or licens*)) and (audio or music)	(web* w/i 7 (distrib* or licens*)) w/i 10 (audio or music)	Defendants propose "(web* w/i 10 (distrib* or licens*)) w/i 10 (audio or music or song)"
8	(online w/i 10 licens*) and (audio or music)	(online w/i 7 licens*) w/i 10 (audio or music)	Defendants propose "(online w/i 10 licens*) w/i 10 (audio or music or song)"
9	(internet w/i 10 licens*) and (audio or music)	(internet w/i 7 licens*) w/i 10 (audio or music)	Defendants propose "(internet w/i 10 licens*) w/i 10 (audio or music or song)"
10	(digital w/i 10 licens*) and (audio or music)	(digital w/i 7 licens*) w/i 10 (audio or music)	Defendants propose "(digital w/i 10 licens*) w/i 10 (audio or music or song)"
11	copyright* w/i 25 digital* or online or on-line or Internet or web*	copyright* w/i 10 (digital* or online or on-line or Internet or web*) w/i 5 (music or audio)	Defendants propose "copyright* w/i 10 (digital* or online or on-line or Internet or web*)" <i>(striking "w/i 5 (music or audio)")</i>
12	document w/i 25 destr* or shred* or eras* or dispos*	agree	Parties in agreement, no further issue
13	document w/i 10 retention	agree	Parties in agreement, no further issue
14	file w/i 5 (exchange* or share or sharing)	(file w/i 5 (exchange* or share or sharing)) w/i 15 (music or audio)	Agreed, but defendants now also propose "file w/i 5 (exchange* or share or sharing) w/i 15 (song)"
15	Marke* w/i 5 (share or percent* or digital) and (online or on-line or Internet or web*)	(market w/i 5 (percent* or share*)) w/i 15 (digital or online or on-line or Internet or web*) w/i 15 (music or audio)	Defendants propose "(market w/i 5 (percent* or share*)) w/i 15 (digital or online or on-line or Internet or web*)" <i>(striking "w/i 15 (music or audio)")</i>
16	New.net	agree	Parties in agreement, no further issue
17	Real Media	agree	Parties in agreement, no further issue

	<i>Defendants' Requested Term</i>	<i>Plaintiffs' Response</i>	<i>Result of 9/26 and 9/27 Meet and Confer</i>
18	Real Networks, Inc.	agree	Parties in agreement, no further issue
19	compete w/i 25 P2P or peer to peer or online or on-line or internet	compete w/i 25 (P2P or "peer to peer") (strike "online" or "on-line" or "internet")	Defendants propose "compete w/i 25 (P2P or peer to peer or online or on-line or internet)"
20	competit* w/i 25 P2P or peer to peer or online or on-line or internet	competit* w/i 25 (P2P or "peer to peer") (strike "online" or "on-line" or "internet")	Defendants propose "competit* w/i 25 (P2P or peer to peer or online or on-line or internet)"
21	download w/i 25 P2P or peer to peer or online or on-line or internet	download w/i 25 (P2P or "peer to peer") (strike "online" or "on-line" or "internet")	Defendants propose "download w/i 25 P2P or peer to peer or online or on-line or internet"
22	ICQ	agree	Parties in agreement, no further issue
23	illegal* w/i 25 P2P or peer to peer or online or on-line or internet	illegal* w/i 25 (P2P or "peer to peer") (strike online or on-line or internet)	Parties in agreement, no further issue
24	induc* w/i 25 infring*	induc* w/i 10 infring*	Parties in agreement, no further issue
25	infring* w/i 25 P2P or peer to peer or online or on-line or internet or Lime Wire or LimeWire	infring* w/i 25 (P2P or "peer to peer" or "Lime Wire" or LimeWire) (strike "online" or "on-line" or "internet")	Parties in agreement, no further issue
26	MySpace* w/i 25 infring*	(MySpace w/i 7 music) w/i 25 infring*	Parties in agreement, no further issue
27	pric* w/i 25 song or music or audio or track and digital* or online or internet	price w/i 7 (internet or online or digital) and (song or music or mp3 or audio) (strike "track"; add mp3)	Defendants propose "(price w/i 15 (internet or online or digital)) and (song or music or mp3 or audio)"
28	Roxio	agree	Parties in agreement, no further issue

	<i>Defendants' Requested Term</i>	<i>Plaintiffs' Response</i>	<i>Result of 9/26 and 9/27 Meet and Confer</i>
29	song or music w/i 25 digital* or online or internet AND Internet w/i 25 distrib* or song* or music or audio or mp3 or track	((digital or internet or online) w/i 10 distrib*) w/i 10 (mp3 or song or audio or music) <i>(combine two terms and strike "track")</i>	Parties in agreement, no further issue
30	upload w/i 25 music or song* or P2P or internet or digital* or mp3 or track	upload w/i 25 (P2P or "peer to peer") and (song or music or mp3 or audio) <i>(strike "internet", "digital" and "track")</i>	Parties in agreement, no further issue ³

³ During our meet and confer, Joe correctly clarified that parentheses should be added such that the term is written "(upload w/i 25 (P2P or "peer to peer")) and (song or music or mp3 or audio)".