

Exhibit F



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December 21, 2010

VIA HAND DELIVERY

The Honorable Debra C. Freeman
United States Magistrate Judge
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 10007-1312

**Re: Arista Records, LLC, et al. v. Lime Group LLC, et al.,
Index No. 06 Civ. 05936 (KMW) (DCF)**

Dear Judge Freeman:

We represent non-parties iMesh, Inc. and MusicLab, LLC (iMesh, Inc.'s wholly owned subsidiary) (collectively referred to herein as "iMesh"). We submit this letter brief in opposition to an application by Defendants Lime Group LLC, Lime Wire LLC, Mark Gorton, and M.J.G. Lime Wire Family Limited Partnership (collectively, "Defendants"), made by letter to Your Honor dated December 13, 2010 ("Defendants' Letter"), for an order overruling iMesh's objections to Defendants' Subpoenas to Testify at a Deposition in a Civil Action dated September 21 and September 22, 2010 served on iMesh (the "Subpoenas"), and in support of iMesh's application to quash the Subpoenas and for an award of sanctions.¹

As discussed more fully below, prior to receiving the Subpoenas, iMesh had already been subpoenaed *twice* by the Defendants *in this case* (in 2007 and 2008), and had previously complied with its obligations in connection with those subpoenas, by duly interposing objections, and by providing certain documents and deposition testimony.²

¹ The Subpoenas served on iMesh, Inc. and MusicLab, LLC are attached to Defendants' Letter as Exhibits 1 and 2, respectively.

² iMesh previously was served with two subpoenas issued in this case by Defendants, dated September 14, 2007 and March 25, 2008, and, after timely interposing objections, produced over 630 pages of documents in

In fact, iMesh duly and timely objected in 2007 to the document demands in Defendants' first subpoena, which basically sought the same documents as demanded in the recent Subpoenas. The Defendants never pursued such discovery and never moved to compel production of such documents. Therefore, the Defendants have waived any rights they may have had to compel production pursuant to both the previous subpoenas and the present Subpoenas, and Defendants' motion is therefore improper and made without valid standing.

By serving yet another round of document and deposition subpoenas on iMesh *in this case*, Defendants have flouted the applicable prohibitions against overburdening a non-party through duplicative, unreasonable and burdensome document demands and multiple depositions. Further, Defendants and their counsel have engaged in sanctionable behavior by improperly issuing, and refusing to withdraw, the Subpoenas, and through their failure to meet and confer in good faith with iMesh's undersigned counsel prior to making the instant motion to compel.

In light of the foregoing, iMesh respectfully requests that this Court deny the Defendants' motion in all respects, quash the subpoenas, and impose appropriate sanctions on Defendants, including an award of iMesh's attorneys' fees incurred in connection with responding to the Subpoenas and submitting this opposition.

Background

As the above-referenced case has dragged on over the years, the Defendants have seen fit to periodically demand documents and deposition testimony from iMesh. Defendants' improper service of the Subpoenas on iMesh on or about September 22, 2010 through its newly substituted counsel represents only the most recent volley of such demands.

iMesh timely interposed objections, and subject to such objections, complied with Defendants' previous subpoenas (served by previous counsel) by producing more than 600 pages of license agreement documents and appearing and giving testimony at a deposition on April 14, 2008. Nevertheless, the current Subpoenas improperly sought the production of documents on October 1, 2010 – including categories of documents which Defendants previously sought and to which iMesh objected – as well as another deposition of an iMesh representative on October 7, 2010.

Even though iMesh's response was not yet due, in an abundance of caution, on October 1, 2010, iMesh served its Response of Non-Party iMesh, Inc. to Subpoena and Accompanying Demand for the Production of Documents ("Response to Subpoenas").³

By its Response to Subpoenas, iMesh objected to the Subpoenas, based on the grounds that, *inter alia*, (i) the Defendants had previously served two subpoenas on iMesh, taken the

response. iMesh also appeared at a deposition and gave testimony on April 14, 2008 pursuant to Defendants' prior subpoenas.

³ iMesh's Response to Subpoenas is attached to Defendants' Letter as Exhibit 4. iMesh's Response to Subpoenas, by agreement with Defendants, is also a response to the subpoena served on MusicLab, LLC.

deposition of iMesh principal Talmon Marco, and received some 630 pages of documents from iMesh in response to those prior subpoenas; (ii) in light of such prior production and the heavy burden already shouldered by non-party iMesh in connection therewith, Defendants are not entitled to continue pursuing iMesh for additional documents and deposition testimony; (iii) the Subpoenas seek documents and tangible things already in the possession, custody or control of the parties in this action (the "Parties"), or which can be obtained more readily from a source other than iMesh; (iv) the document requests in the Subpoenas are overly broad, unduly burdensome, or seek documents not relevant and/or not reasonably calculated to lead to the discovery of admissible evidence – (e.g. the Subpoenas seek extensive, detailed information over a period of nearly six years with respect to 11,602 sound recordings listed in a spreadsheet which itself runs some 414 pages); and (v) the discovery sought by the Requests are irrelevant to the sole remaining issue of damages in the case. iMesh also attached to its Responses to Subpoenas its responses to the September 14, 2007 subpoena, explicitly incorporating by reference all objections asserted therein.

On Friday, October 15, 2010, the Court issued an order in response to Plaintiffs' motion to quash the subpoenas Defendants had served on iMesh and various other non-parties (Dkt. 329) (the "10/15 Order"). The Order held that (i) Plaintiffs did not have standing to quash the non-party subpoenas, including the Subpoenas, and (ii) Plaintiffs should "update their prior production" to Defendants of license agreements and communications with non-party licensees or potential licensees.

On Saturday, October 16, 2010, Defendants' counsel Mary Eaton sent an email to iMesh's undersigned counsel invoking the 10/15 Order and indicating that she would discuss the timing of iMesh's document production. In her email, Ms. Eaton failed to note that the 10/15 Order did not address the Subpoenas in substantive terms, at least with respect to non-parties, and was based largely on a finding that the Plaintiffs did not have standing to challenge the validity of the Subpoenas. Nonetheless, the very next business day, on Monday, October 18, 2010, iMesh's undersigned counsel sent an email to Defendants' counsel for the purpose of scheduling a telephone call to discuss Ms. Eaton's request.

After trading voicemail messages, iMesh's undersigned counsel and Defendants' counsel conferred on Wednesday, October 20, 2010 following Defendants receipt of a letter that iMesh's undersigned counsel emailed to Defendants' counsel earlier in the day on October 20, 2010 (the "iMesh Letter").⁴

In the iMesh Letter, iMesh demanded that Defendants withdraw the Subpoenas, citing Defendants' flagrant violation of FRCP 30(a)(2) by seeking a second deposition of a non-party without first seeking court permission to do so. The iMesh Letter further noted that iMesh obviously had standing to quash the Subpoenas, and that the October 15, 2010 Order clearly contemplated that Defendants would obtain the discovery sought in the Subpoenas from Plaintiffs directly, rather than from non-parties to the action. The iMesh Letter also invoked

⁴ A copy of the iMesh Letter from the undersigned dated October 20, 2010 to Defendants' counsel is attached to Defendants' Letter as Exhibit 3.

FRCP 26(b)(2)(c), providing that discovery should be limited where discovery sought is “unreasonably cumulative or duplicative, or can be obtained from some other source that is more convenient, less burdensome, or less expensive.” During the foregoing October 20th phone conversation, Defendants’ counsel agreed that Defendants would provide a proposal to limit the scope of the Subpoenas.

Despite Defendants’ claim of exigent circumstances, Defendants’ counsel failed to follow up with iMesh’s counsel for over six weeks, finally making contact in an email dated December 2, 2010 (the “December 2nd E-mail”).⁵ Defendants’ counsel attached to the December 2nd E-mail a copy of an order of the Court directed to VEVO LLC (“VEVO”) dated November 23, 2010 (the “VEVO Consent Order”). Defendants requested that iMesh use the VEVO Consent Order as a template for producing documents pursuant to the Subpoenas.⁶

What Defendants failed to mention in the December 2nd E-mail was that VEVO is actually a joint venture created by at least two of the Plaintiffs in this case (or their affiliates) – Sony Music Entertainment and Universal Music Group, which is affiliated with plaintiff UMG Recordings, Inc.⁷ Thus, VEVO, while technically a non-party, is actually closely affiliated with the Plaintiffs, and it was therefore not surprising that VEVO’s proposed production of documents pursuant to Defendants’ subpoena, as memorialized in the VEVO Consent Order, was not unlike the scope of production imposed on the Plaintiffs in the Court’s 10/15 Order. Plaintiffs’ position with respect to VEVO is in sharp contrast to the situation of iMesh, in which Plaintiffs do not have an ownership interest, and thus, unlike VEVO, should be treated like a true non-party to the current lawsuit.⁸

Thereafter, late in the afternoon on December 9, 2010, Defendants’ counsel advised the undersigned by email that unless iMesh and the Defendants came to an agreement on production *that day*, Defendants would be moving to compel disclosure. iMesh’s counsel promptly responded, taking issue with Defendants’ sudden and blatant pressure tactic following six weeks of silence. iMesh’s counsel suggested that a call be scheduled for the next morning, Friday, December 10, 2010, to discuss Defendants’ proposal and that iMesh’s counsel would need the weekend to confer with his clients in Israel because of the time difference. During the December 10th call, Defendants’ counsel clarified its position, and then confirmed in a follow-up email that he would speak to iMesh’s counsel on Monday, December 13, 2010.

⁵ A copy of the December 2nd E-mail is attached to the Defendants’ Letter as Exhibit 5. Contrary to the allegation in Defendants’ Letter, iMesh’s undersigned counsel has no record of a telephone message from Defendants’ counsel on October 27, 2010 and denies that any phone message regarding the Subpoenas was not returned.

⁶ In Defendants’ Letter, they state that they are willing to narrow their overbroad and unduly burdensome Subpoenas to those categories stated in the VEVO Consent Order. iMesh, therefore, focuses herein on those limited categories, but reserves its right to object to the extent that Defendants later seek to enforce all demands contained in the Subpoenas.

⁷ A printout from VEVO’s website “About” section is attached hereto as Exhibit A.

⁸ In the December 2nd E-mail, Defendants’ counsel also mischaracterized iMesh’s position regarding the demanded depositions. That is, iMesh never confirmed that it would accept a stipulation under which the Defendants reserved their rights to seek court permission to depose iMesh for a second time.

Despite the parties' discussion of earlier that morning, not five hours later that same day, at 4:18 p.m. on Friday, December 10th, Defendants' counsel emailed to "alert" iMesh that Defendants would be proceeding with its motion to compel, without any explanation and despite iMesh counsel's effort to come to a resolution and agreement to discuss iMesh's response after contacting iMesh representatives over the weekend.

In response to Defendants' notification regarding its intent to make the instant motion, by email dated Sunday, December 12, 2010, the undersigned informed Defendants' counsel that the discussion of December 10th had clearly been undertaken by Defendants' counsel in bad faith, that the Defendants had not complied with their obligation to meet and confer in an effort to avoid unnecessary motion practice, and that if the Defendants proceeded with their motion, such wrongful behavior would be brought to the Court's attention and iMesh would seek all available sanctions.⁹

The following day, on Monday, December 13, 2010, Defendants' counsel telephoned the undersigned to again discuss his clients' proposal for an agreed upon scope of document production. Once again, the undersigned agreed to take Defendants' proposal back to representatives of iMesh to consider and thereafter respond. However, once again, later that same day, on Monday, December 13th, before iMesh's counsel had had an opportunity to confer with iMesh representatives located in Israel, Defendants' counsel sent another email, stating that "Further to our call today, we are going to proceed with the motion. Thanks."¹⁰

In response to the December 13th email from Defendants' counsel, the undersigned reiterated in an email later that afternoon that he had been prepared to review Defendants' proposal with iMesh, but that Defendants' counsel's email had once again mooted any such further discussion.¹¹

Based on the foregoing and as discussed further below, the Defendants respectfully request that the Court deny the Defendants' motion to compel, and grant iMesh's cross-motion to quash the Subpoenas and for award of applicable sanctions, including recovery of iMesh's attorneys' fees expended in connection with responding to the Subpoenas and engaging in the instant motion practice.

⁹ A copy of the December 12, 2010 email to Defendants' counsel is annexed as Exhibit B hereto.

¹⁰ A copy of the Defendants' counsel's email dated December 13, 2010 is attached as Exhibit C hereto.

¹¹ A copy of the undersigned's email to Defendants' counsel dated December 13, 2010 is attached as Exhibit D hereto.

I. THE COURT HAS ALREADY DIRECTED PLAINTIFFS TO PRODUCE THE DISCOVERY THAT DEFENDANTS NOW SEEK FROM iMESH

According to Defendants' Letter, Defendants seek four categories of documents from iMesh: (i) licenses or agreements between iMesh and Plaintiffs; (ii) communications between Plaintiffs and iMesh regarding licenses or negotiations thereof; (iii) revenue information pursuant to those licenses; and (iv) documents concerning LimeWire. However, the Court has already directed Plaintiffs to produce all license agreements (specifically excepting drafts)¹² and all communications with iMesh relating to licensing and/or LimeWire, among others.¹³ Therefore, the Plaintiffs are already presumably producing the first two categories of documents sought by Defendants and a portion of those falling into the fourth category. The Court has "held in abeyance" Defendants' discovery from Plaintiffs of revenue information and internal communications regarding LimeWire until Defendants can prove that such discovery is necessary. *See* 11/2 Order; 11/19 Order (holding that certain discovery, previously ordered to be produced in the 11/2 Order, to be "held in abeyance... to give Defendants the opportunity to make a presentation of evidence to Judge Freeman to demonstrate that ... [such] further discovery ... is necessary"). Therefore, the Court has held in abeyance the third category and the balance of the fourth category sought by Defendants herein. In light of such facts, iMesh, a *non-party*, should not be directed to duplicate Plaintiffs' production or subject itself to discovery beyond that which the Court has determined Defendants are entitled from *Plaintiffs*.

The Federal Rules of Civil Procedure limit the breadth of discovery to protect parties and non-parties alike from abuse of the subpoena power. Fed.R.Civ.P. 26(b)(2)(C) provides that a party is not entitled to discovery that is:

- (i) unreasonably cumulative or **duplicative**, or can be **obtained from some other source** that is more convenient, **less burdensome**, or less expensive; (ii) the party seeking discovery has had ample opportunity to obtain the information by discovery in the action; or (iii) the burden or expense of the proposed discovery outweighs its likely benefit, considering the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the action, and the importance of the discovery in resolving the issues.

(emphasis supplied).

Defendants' position, that they are entitled to documents "that would not be in Plaintiffs' possession," is contradicted by the facts and the law. Defendants allege that they are entitled to internal iMesh communications "regarding license agreements or negotiations with any Plaintiffs concerning agreements, including notes of meetings, between representatives of iMesh... and

¹² The fact that the Court has determined that Plaintiffs need *not* produce draft agreements negates any need that Defendants might have for iMesh's "versions" of identical agreements that will be produced by Plaintiffs. *See* 11/2/10 Order.

¹³ *See* 10/15 Order; *see also* Order of the Court dated November 2, 2010 (Dkt. 339) ("11/2 Order") (narrowing scope of 10/15 Order); Opinion and Order of the Court dated November 19, 2010 (Dkt. 363) ("11/19 Order") (holding in abeyance portions of discovery directed in the 10/15 Order).

Plaintiffs.” However, the Court’s 11/2 Order (confirmed and modified by the 11/19 Order) limited discovery of Plaintiffs’ communications pertaining to licensing and LimeWire to *external* communications (“From the date of Plaintiffs’ last production of such materials to the present, Plaintiffs shall produce to Defendants... (ii) all communications, relating to licensing, *between* Defendants and the 15 third-party licensees recently subpoenaed by Defendants, except for draft license agreements, and (iii) all communications *with other licensees* referring or relating to LimeWire”) (emphasis supplied).¹⁴ There is no basis for Defendants’ argument that iMesh, a non-party, should be held to a *higher* standard of production than Plaintiffs by being required to produce internal iMesh communications. Further, any external communications between iMesh and the Plaintiffs, as opposed to internal iMesh communications, would necessarily be in the possession of Plaintiffs and could presumably be produced by Plaintiffs without further burdening iMesh.

Thus, Defendants will obtain all of the discovery to which they are entitled as determined by the Court without any further production from iMesh and the Subpoenas should therefore be quashed.

II. DEFENDANTS’ REQUESTS ARE OVERLY BROAD, UNDULY BURDENSOME, AND SEEK DOCUMENTS NOT RELEVANT NOR REASONABLY CALCULATED TO LEAD TO ADMISSABLE EVIDENCE

Whether a subpoena imposes an “undue burden” “depends upon ‘such factors as relevance, the need of the party for the documents, the breadth of the document, the time period covered by it, the particularity with which the documents are described and the burden imposed.’” *Concord Boat Corp. v. Brunswick Corp.*, 169 F.R.D. 44, 49 (S.D.N.Y. 1996) (quoting *United States v. IBM Corp.*, 83 F.R.D. 97, 104 (S.D.N.Y. 1979)); see also Fed.R.Civ.P. 26(b)(2)(C)(iii). The party issuing the subpoena must demonstrate that the information sought is relevant and material to the allegations and claims at issue in the proceedings. *E.g.*, *Salvatore Studios Int’l v. Mako’s Inc.*, No. 01 Civ. 4430, 2001 WL 913945, at *1 (S.D.N.Y. Aug.14, 2001) (“Rule 26(b)(1) of the Federal Rules of Civil Procedure restricts discovery to matters relevant to the claims and defenses of the parties. Here, the burden is on Mako’s [who issued the subpoena] to demonstrate relevance.”).

The Subpoenas, as drafted, are overly broad, unduly burdensome and seek documents not relevant nor reasonably calculated to lead to the discovery of admissible evidence. This is especially so when considering that the only issue remaining in this action is damages, not liability.

By way of example only, document request number 6 annexed to the Subpoenas seeks “[a]ll documents concerning Defendants and/or the LimeWire software application.” The same request was made in document request number 1 to the September 14, 2007 subpoena.¹⁵ In

¹⁴ While the 11/2 Order permitted discovery of internal communications relating to LimeWire, the 11/19 Order held such discovery “in abeyance” pending Defendants’ showing of necessity.

¹⁵ The September 14, 2007 subpoena is attached hereto as Exhibit E.

October of 2007, iMesh objected to this document request, as well as to all others repeated in the current Subpoenas, as being overly broad, unduly burdensome and not reasonably calculated to lead to admissible evidence.¹⁶ Defendants never pursued such discovery relative to the September 14, 2007 subpoena, or any other discovery relative to that subpoena served on iMesh. Apparently ceding to iMesh's objections to the 2007 document subpoena, Defendants followed up with a much more narrow subpoena dated March 25, 2008, seeking copies of license agreements, in response to which iMesh produced over 630 pages of documents.¹⁷

Now, over three years later, Defendants bring the same inappropriate requests to which iMesh has, for the second time, timely objected. Moreover, Defendants have failed to meet and confer in good faith relative to iMesh's substantive and legitimate objections – and still cannot articulate any sound basis to pursue the discovery sought in the Subpoenas. Having failed to move in 2007 to compel iMesh to produce the documents they now seek, Defendants have waived the right to pursue such disclosure now.

The Subpoenas, even as narrowed by the categories delineated in the "VEVO Consent Order," are overly broad, unduly burdensome and are not reasonably calculated to lead to the discovery of admissible evidence. For example, Defendants seek internal iMesh documents and communications referring or relating to Defendants or to LimeWire or the LimeWire application. Such discovery is simply not relevant to the sole remaining issue in this action – damages. Defendants counsel, in phone conversations with iMesh's counsel, was unable to articulate any valid basis on which discovery of internal iMesh communications relative to Defendants, LimeWire, or the LimeWire application could be deemed relevant to damages. Further, Defendants fail to establish any basis for discovery of internal iMesh communications in Defendants' Letter. Indeed, the Court has recognized that discovery of internal communications (as well as revenue reports), is inappropriate and has held such discovery "in abeyance" pending a showing of evidence by Defendants that such discovery, even as to named parties in the action, is "necessary." See 11/19 Order.

Further, the VEVO Consent Order, which Defendants seek to impose upon iMesh, requires that VEVO produce draft license agreement with Plaintiffs. However, draft agreements were explicitly excluded from Plaintiffs' production in the 11/2 Order. iMesh should not be held to the terms negotiated and consented to by VEVO where the Court has already made determinations that documents sought therein are *not relevant* at this juncture absent an additional showing of necessity by Defendants.

Defendants' reliance on *Bridgeport Music, Inc. v. UMG Recordings, Inc.*, No. 05 CV 6430 (VM) (JCF), 2007 WL 4410405 (S.D.N.Y. Dec. 17, 2007) is misplaced. Defendants correctly observe that the *Bridgeport* court based its decision on the fact that the request was "relatively narrow." *Id.* at *2. The *Bridgeport* court specifically distinguished its facts with those in *Concord* where the subpoena sought all documents between the non-party and the party for every transaction between the two during the preceding ten years. *Bridgeport*, at *2. By arguing

¹⁶ iMesh's October 19, 2007 response to the September 14, 2007 subpoena is attached hereto as Exhibit F.

¹⁷ The March 25, 2008 subpoena is attached hereto as Exhibit G.

that the facts herein are more like *Bridgeport* than *Concord*, Defendants urge that this Court overlook the fact that the Subpoenas seek agreements, communications, and documents reflecting amounts, if any, paid by iMesh with respect to 13 specific Plaintiffs and *all* documents concerning LimeWire.¹⁸

The discovery Defendants seek herein, which includes all communications as to 13 different Plaintiffs and “all documents concerning Defendants,” including internal communications, is far from “narrow,” as Defendants allege, and, in light of the substantial discovery to which iMesh has already been subjected, iMesh’s objections should be sustained and the Subpoenas quashed.

Additionally, “the status of a witness as a non-party to the underlying litigation ‘entitles [the witness] to consideration regarding expense and inconvenience.’” *Concord Boat Corp. v. Brunswick Corp.*, 169 F.R.D. 44, 49 (S.D.N.Y. 1996) (quoting Fed.R.Civ.P. 45(c)(2)(B)). iMesh, having been served with three subpoenas, having appeared at a deposition, and having been served with the latest Subpoenas to take deposition in violation of the Federal Rules of Civil Procedure, has been “inconvenienced” to say the least. The substantial expense that iMesh would have to incur by responding – in collecting responsive documents and paying for attorney review – weighs heavily in favor of quashing the subpoenas and limiting Defendants’ discovery to either the Parties, or non-parties who have not already been so subjected to such extensive and burdensome discovery.¹⁹

III. THE SUBPOENAS SHOULD BE QUASHED AND SANCTIONS IMPOSED

The Subpoenas at issue herein represent Defendants’ third instance of abuse of the Court’s subpoena power to harass iMesh with overly broad, burdensome and inappropriate discovery demands, including a second attempt to depose iMesh in violation of Fed.R.Civ.P. 30(a)(2). iMesh, as a non-party to the action, has already had to shoulder the heavy burden of locating and selecting documents and producing a witness for deposition. Given that history, Defendants are not entitled to continue pursuing iMesh, at literally the 11th hour in this case and after liability has already been determined, for further documents and testimony to which they are not entitled through yet another overbroad and unduly burdensome subpoena.

The language of Fed.R.Civ.P. 45(c)(1) makes clear Defendants’ obligation in this regard, stating: “A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The

¹⁸ Further, Defendants’ effort to equate iMesh’s responsibilities as a non-party in this action to the responsibilities of a *party’s attorney*, as in the *Bridgeport* action, is misguided.

¹⁹ As stated in the iMesh Response to Subpoenas, iMesh has previously had to absorb substantial costs and attorneys’ fees in connection with complying with Defendants’ previous two subpoenas in this action. Further, compliance with the Subpoenas would require iMesh to expend still more substantial costs and attorneys’ fees. Therefore, in the event that iMesh is directed to produce documents responsive to the Subpoenas, iMesh respectfully requests that the Court issue an order directing Defendants to first pay all of iMesh’s associated actual and anticipated costs, including, without limitation, iMesh’s reasonable attorneys’ fees related to such production. *Zubulake v. UBS Warburg LLC*, 217 F.R.D. 309, 321 (S.D.N.Y. 2003).

issuing court must enforce this duty and impose an appropriate sanction – which may include lost earnings and reasonable attorney’s fees – on a party or attorney who fails to comply.”

By issuing the overly broad and burdensome Subpoenas, imposing duplicative document demands to which iMesh objected three years ago, seeking a second deposition without leave of Court in knowing violation of FRCP 30(a)(2), and then by bringing this motion over iMesh’s meritorious objections, Defendants have repeatedly violated FRCP 45(c)(1). The court should therefore quash the Subpoenas and award iMesh its attorneys’ fees expended in responding to the Subpoenas and engaging in the current motion practice.

FRCP 30(a)(2) provides that leave of Court is required *before* a party seeks a second deposition of a witness in the same case: “A party must obtain leave of court, and the court must grant leave to the extent consistent with Rule 26(b)(2): if ... the deponent has already been deposed in the case...” While Defendants state, in a footnote, that they “are not seeking to depose iMesh now,” they state that they “reserve their right to do so after iMesh produces its documents.” Defendants are well aware that they are in violation of FRCP 30(a)(2) amounting to sanctionable conduct pursuant to FRCP 45(c)(1).

Sanctions are properly imposed and attorneys’ fees are awarded where, as here, the party improperly issuing the subpoena refused to withdraw it, requiring the non-party to institute a motion to quash. *See American Int’l Life Assurance Co. v. Vasquez*, No. 02 Civ. 141, 2003 WL 548736, at *2-3 (S.D.N.Y. Feb. 25, 2003) (imposing sanctions for lost wages and awarding attorneys’ fees incurred in bringing motion to quash after attorney issuing subpoena refused to comply with non-party’s request to voluntarily withdraw subpoena that sought privileged information). iMesh advised Defendants of the above, in detail, in the iMesh Letter.

Defendants have committed further bad faith conduct, making sanctions even more appropriate herein, by failing to (i) meet and confer in good faith on the issues herein, and (ii) by seeking discovery contrary to the 11/2 and 11/19 Orders of the Court.

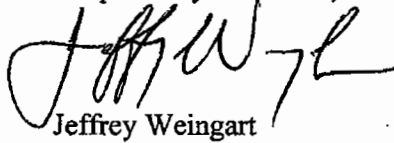
The Federal Rules of Civil Procedure require that a party moving to compel certify that the party has “in good faith conferred or attempted to confer with the person or party failing to make disclosure or discovery in an effort to obtain it without court action.” FRCP 37(a)(1), *see also* FRCP 26(c); *see also Concord*, 169 F.R.D. at 48. As more fully stated above in the Background section, Defendants have not “in good faith conferred or attempted to confer” with iMesh relative to the Subpoenas. Thus, Defendants’ counsel has not provided the requisite certification because they cannot.

Therefore, the Subpoenas should be quashed and Defendants should be made to pay iMesh’s attorneys’ fees incurred relative to responding to the Subpoenas and opposing Defendants’ motion to compel.

CONCLUSION

For all the reasons set forth above, iMesh respectfully requests that the Court sustain iMesh's objections to the Subpoenas, deny Defendants' motion to compel production, quash the Subpoenas, award iMesh its attorneys' fees expended in responding to the Subpoenas and opposing Defendants' instant motion, and grant iMesh such other and further relief as the Court deems just and proper.

Respectfully submitted,



Jeffrey Weingart

cc: Mary Eaton, Esq. (via email)
Glenn D. Pomerantz, Esq. (via email)
Jeffrey A. Kimmel, Esq. (via email)

EXHIBIT A

Search artists, videos, or playlists...

Videos

Artists

Genres

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About VEVO

Our Team

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Screen Shots

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About VEVO

VEVO is the leading premium music video and entertainment service with 1.7 billion worldwide streams and nearly 60 million unique visitors in the U.S. and Canada each month. VEVO's programming is made available across the VEVO platform, which includes VEVO.com (the service's marquee destination site), VEVO Mobile (iPhone, iPod touch), VEVO connected devices (Google TV, Boxee) and a VEVO-branded embedded player. VEVO also syndicates its programming to additional internet destination sites, including AOL, BET, CBS Interactive Music Group (including Last.fm), Univision and, through a special partnership, VEVO on YouTube, expanding the platform's reach across the worldwide web.

Ranked by comScore as the #1 Music platform on the web, VEVO was named by *Billboard* as one of the top startups of 2010 and received the prestigious Advertising Age Media Vanguard Award for Online Video Platform Launch of the Year. Turning online music programming on its heels just one year into launch, VEVO's "meteoric rise" (*Mediapost*) has been applauded by the *Associated Press* as a "striking example of the music video's dramatic comeback" while its mobile launch was called "stellar" by *Mashable*.

VEVO was created in partnership by Universal Music Group (UMG), Sony Music Entertainment (SME) and the Abu Dhabi Media Company. It is operated independently by a dedicated management team with offices in New York, Los Angeles, Chicago, Detroit and San Francisco. VEVO features the most extensive catalog of premium music content found anywhere on the web thanks to deals with such leading music companies as Universal Music Group, Sony Music Entertainment, EMI Music, ABKCO, Beggars Group, Big Machine Records, CBS Interactive Music Group, Concord Music Group, Hollywood Records, Lyric Street Records, Razor & Tie Entertainment, Ultra Records, Walt Disney Records, Wind-up Records, Caroline Distribution, Entertainment One Distribution, Fontana Distribution, INgrooves, IODA, RED, SAAVN and The Orchard, among many others. Explore VEVO at www.vevo.com.

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[New Playlist]

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EXHIBIT B

From: Jeffrey P. Weingart
Sent: Sunday, December 12, 2010 11:32 PM
To: Horan, Paul
Cc: Jeffrey Kimmel; Eaton, Mary
Subject: RE: Arista Records v. Lime Wire

Paul:

As you know, your statement below that you intend to move to compel the production of documents is completely contrary to the discussion that we had on Friday morning, and it demonstrates a lack of good faith on your part. Your email reveals that, contrary to our discussion, you and your clients had no intention of attempting to enter into an agreed upon stipulation with respect to the scope of iMesh, Inc.'s production of documents pursuant to your subpoena. As I told you, I had intended to discuss your proposed scope of production with my clients over the weekend, taking into account time differences in Israel, and respond to you tomorrow, i.e., Monday. Your email below late on Friday afternoon, following our discussion earlier in the day, obviously made that exercise pointless.

I remind you that as it stands, your firm has previously adjourned *sine die* the dates for production of documents and for the deposition called for under the subpoena, as well as iMesh's time to move to quash the subpoena (see attached emails from Dan Kozusko and Mary Eaton of your firm). As such, even if iMesh had an obligation under the subpoena to produce documents or appear at a deposition, which it clearly does not as spelled out in the attached letter sent to Mary Eaton almost two months ago, on October 20, 2010, there have been no dates set for such production or deposition. In fact, we have heard virtually nothing from your firm since October 20th, and there has been no substantive response to my letter. Further, any argument that exigent circumstances exist is belied by the fact that your side has done next to nothing with respect to this matter, at least as it relates to iMesh, since the date of the subpoena, i.e., September 22, 2010.

If you insist on proceeding with your motion under the circumstances, please be advised that I intend advise the court of your failure to meet and confer in good faith as required by the rules in an attempt to address iMesh's objections (see attached objections dated October 1, 2010) and avoid needless motion practice. In such event, iMesh will pursue all available sanctions, including the recovery of attorneys' fees and costs incurred in connection with responding to your misguided motion.

Sincerely,

Jeff Weingart

Meister Seelig & Fein LLP
(212) 655-3516

From: Horan, Paul [<mailto:phoran@willkie.com>]
Sent: Friday, December 10, 2010 4:18 PM
To: Jeffrey P. Weingart
Subject: Arista Records v. Lime Wire

Jeff:

I wanted to alert you that we will be making a motion to compel the production of the documents described in my email of last week and that we discussed this morning. Thanks.

Paul W. Horan
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York NY 10019
(212) 728-8614 (phone)
(212) 728-8111 (fax)

IMPORTANT NOTICE: This email message is intended to be received only by persons entitled to receive the confidential information it may contain. Email messages to clients of Willkie Farr & Gallagher LLP presumptively contain information that is confidential and legally privileged; email messages to non-clients are normally confidential and may also be legally privileged. Please do not read, copy, forward or store this message unless you are an intended recipient of it. If you have received this message in error, please forward it back. Willkie Farr & Gallagher LLP is a limited liability partnership organized in the United States under the laws of the State of Delaware, which laws limit the personal liability of partners.

EXHIBIT C

From: Horan, Paul [<mailto:phoran@willkie.com>]
Sent: Monday, December 13, 2010 4:08 PM
To: Jeffrey P. Weingart
Subject: Arista Records LLC v. Lime Group LLC

Jeff:

Further to our call today, we are going to proceed with the motion. Thanks.

Paul W. Horan
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York NY 10019
(212) 728-8614 (phone)
(212) 728-8111 (fax)

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EXHIBIT D

From: Jeffrey P. Weingart
Sent: Monday, December 13, 2010 4:20 PM
To: Horan, Paul
Subject: RE: Arista Records LLC v. Lime Group LLC

Paul:

For the avoidance of doubt, the position I articulated in my email to you of last night stands. I confirm that, pursuant to our discussion this morning, I was again prepared to take your proposal regarding production of documents back to my clients for their consideration. However, your email below, like your email on Friday subsequent to our Friday morning conversation, obviously moots any such discussion.

Jeff

Jeff Weingart
Meister Seelig & Fein LLP
(212) 655-3516

From: Horan, Paul [<mailto:phoran@willkie.com>]
Sent: Monday, December 13, 2010 4:08 PM
To: Jeffrey P. Weingart
Subject: Arista Records LLC v. Lime Group LLC

Jeff:

Further to our call today, we are going to proceed with the motion. Thanks.

Paul W. Horan
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York NY 10019
(212) 728-8614 (phone)
(212) 728-8111 (fax)

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EXHIBIT E

Issued by the
UNITED STATES DISTRICT COURT

SOUTHERN

DISTRICT OF

NEW YORK

ARISTA RECORDS LLC, et al.

SUBPOENA IN A CIVIL CASE

V.

LIME GROUP LLC, et al.

Case Number:¹ 06 Civ.05936 (GEL)

TO: iMesh, Inc.
 c/o Meister Seelig & Fein LLP.
 140 East 45th Street, 19th Floor
 New York, NY 10017

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

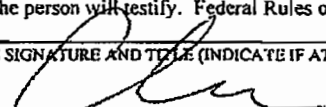
YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
 See Exhibit "A" attached:

PLACE Offices of Porzio, Bromberg & Newman, P.C., 156 West 56th St., New York, NY 10019-3800	DATE AND TIME 10/5/2007 9:30 am
--	------------------------------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) 	DATE 9/14/07
--	-----------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
 Charles S. Baker, Porter & Hedges, LLP, 1000 Main Street, 36th Floor, Houston, Texas 77002 (713) 226-6000

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE	SIGNATURE OF SERVER
		ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if a

- (i) fails to allow reasonable time for compliance;
 - (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(ii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
 - (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) If a subpoena
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
 - (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
 - (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nevertheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) **CONTEMPT.** Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT "A"

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:
 - i. the identity of the person(s) originating, preparing and sending the documents;
 - ii. the identity of every addressee, distributee and copying recipient of the documents;
 - iii. 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
 - iv. 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, 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 used by any person with knowledge of the facts relevant to this dispute, 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.

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.

DEFINITIONS

1. "Defendant" or "Lime Wire" means and refers to (a) Lime Wire LLC; and (b) its officers, directors, employees, authorized agents and authorized representatives.
2. "RIAA" shall mean (a) the Recording Industry Association of America; and (b) its officers, directors, employees, attorneys, authorized representatives, and authorized agents.
3. "Plaintiffs" shall mean all of the plaintiffs in this lawsuit and their respective officers, directors, employees, attorneys, authorized representatives, and authorized agents.
4. The "Major Labels" shall mean Warner Music Group, EMI, Sony BMG and Universal Music Group and their respective subsidiaries, affiliates, predecessors, successors, assigns, divisions, partnerships, joint ventures or other entities under their operation and control, and their respective officers, directors, employees, attorneys, authorized representatives, authorized agents, and anyone acting on their behalf.
5. "iMesh", "You" or "Your" shall mean (a) iMesh LLC; and (b) its subsidiaries, affiliates, predecessors, successors, assigns, divisions, partnerships, joint ventures or other entities under their operation and control, and their respective officers, directors, employees, attorneys, authorized representatives, and authorized agents.
6. The "Hummer Winblad Litigation" shall mean that lawsuit pending in the United States District Court for the Northern District of California styled *UMG Recordings, et al. v. Hummer Winblad Venture Partners, et al.*, No. C MDL-00-1369 (MHP).

7. "Document" and "documents" shall be used in their broadest sense and shall mean and include all written, printed, typed, recorded, or graphic matter of every kind and description, both originals and copies, and all attachments and appendices thereto. Without limiting the foregoing, the terms "document" and "documents" shall include all agreements, contracts, communications, correspondence, letters, telegrams, telexes, messages, memoranda, records, reports, books, summaries or other records of telephone conversations or interviews, summaries or other records of personal conversations, minutes or summaries or other records of meetings and conferences, summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work assignments, visitor records, forecasts, statistical data, statistical statements, financial statements, work sheets, work papers, drawings, specifications, drafts, graphs, maps, charts, tables, accounts, analytical records, consultants' reports, appraisals, addenda, bulletins, amendments, brochures, pamphlets, circulars, trade letters, press releases, notes, notices, marginal notations, notebooks, telephone bills or records, bills, statements, records of obligation and expenditure, invoices, lists, journals, advertising, recommendations, files, printouts, compilations, tabulations, purchase orders, receipts, sell orders, confirmations, checks, canceled checks, letters of credit, envelopes or folders or similar containers, vouchers, analyses, studies, surveys, transcripts of hearings, transcripts of testimony, expense reports, microfilm, microfiche, articles, speeches, tape or disc recordings, sound recordings, video recordings, film, tape photographs, punch cards, programs, data

compilations from which information can be obtained (including matter used in data processing), and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer-stored, or electronically-stored matter, including without limitation, information stored on computer data disks and hard drives, electronic mail (e-mail) and network messages, however and by whomever produced, prepared, reproduced, disseminated, or made. The terms "document" and "documents" shall include all copies of documents by whatever means made, except that where a document is identified or produced, identical copies thereof which do not contain any markings, additions, or deletions different from the original need not be separately produced. "Document" or "documents" mean and include all matter within the foregoing description that is in the possession, control or custody of you or in the possession, control or custody of any attorney, accountant or financial advisor for you. Without limiting the term "control," a document is deemed to be within your control if you have ownership, possession or custody of the document, or the right to secure the document or copy thereof from any person or public or private entity having physical possession hereof.

8. "Communication" or "communications" shall mean communication(s) of every form and manner by which information may be transmitted or received, whether written, oral or otherwise. If an allegation or event involves an oral communication, identify the date and persons who participated in said communication.

9. 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.
10. The term "person" shall mean natural persons, and also includes professional associations, corporations, partnerships, associations, federations, local or state or federal governments and any of their agencies, and any other entity.
11. The terms "indicating", "concerning," "referencing," "reflecting", "relating to," and "referring to" shall be interpreted so as to encompass the scope of discovery set forth in FED. R. CIV. P. 26(b)(1). For example, documents that "indicate", "concern," "reflect", "relate to," or "refer to" any given subject means all documents that constitute, deal with, refer to, describe, evidence, contain, discuss, embody, reflect, identify, state or concern in any way, the subject or is in any way pertinent to that given subject including, but not limited to, documents concerning the preparation of other documents.
12. The singular includes the plural, and vice versa.
13. "Including" means "including, but not limited to."
14. 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.

15. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.
16. Unless otherwise specifically stated, the Documents requested below are those prepared from January 1, 1999 to the present.
17. This request in no way should be deemed to be a waiver of or limitation on the right of the Plaintiff to demand further discovery from You as otherwise permitted by the Federal Rules.

REQUEST FOR PRODUCTION

1. All Documents that refer, relate or pertain to any of the Defendants and/or the LimeWire software application.
2. All Documents that refer, relate or pertain to any and all strategies, plans, analyses, reports or recommendations (including drafts thereof) regarding or related to the entry into, the potential entry into, or investigation of potential entry into, the market for online distribution of content (including both audio and video files).
3. 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.
4. All Documents that evidence and/or refer to any Communications between You and any person, including, but not limited to, any Plaintiff, any Major Label or the RIAA concerning any or all of the following:
 - a. The Defendants;

- b. The LimeWire software application;
- c. Peer-to-peer exchanging of files through the Internet;
- d. Any company providing software that enables peer-to-peer file sharing;
- e. Any alleged effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, including the use of the LimeWire software application;
- f. All Your policies, directives, proposals, strategies, suggestions or plans concerning the distribution of music over the Internet;
- g. MusicNet;
- h. Pressplay;
- i. Any policies, directives, strategies, proposals, suggestions or plans to limit, prevent or control the online distribution of musical content.
- j. Napster;
- k. Altnet;
- l. Sharman Networks;
- m. Kazaa;
- n. eDonkey;
- o. StreamCast Networks;
- p. BearShare;
- q. Free Peer, Inc.;
- r. Grokster, Ltd.;
- s. Any licensing, or proposed licensing, of the right to distribute copyrighted musical works over the Internet; and

- t. Any plans, strategies, programs or efforts to have any Major Label not license, or refuse to license, any person or entity the right to distribute copyrighted musical works over the Internet.
5. All Documents that refer, relate or pertain to minutes of any meetings, or notes from any meetings with any person or entity, including Board meetings, during which any one or more of the following subjects was discussed:
- a. The Defendants;
 - b. The LimeWire software application;
 - c. Peer-to-peer exchanging of files through the Internet;
 - d. Any company providing software that enables peer-to-peer file sharing;
 - e. Any alleged effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, including the use of the LimeWire software application;
 - f. All Your policies, directives, proposals, strategies, suggestions or plans concerning the distribution of music over the Internet;
 - g. MusicNet;
 - h. Pressplay;
 - i. Any policies, directives, strategies, proposals, suggestions or plans to limit, prevent or control the online distribution of musical content.
 - j. Napster;
 - k. Altnet;
 - l. Sharman Networks;
 - m. Kazaa;

- n. eDonkey;
 - o. StreamCast Networks;
 - p. BearShare;
 - q. Free Peer, Inc.;
 - r. Grokster, Ltd.;
 - s. Any licensing, or proposed licensing, of the right to distribute copyrighted musical works over the Internet; and
 - t. Any plans, strategies, programs or efforts to have any Major Label not license, or refuse to license, any person or entity the right to distribute copyrighted musical works over the Internet.
6. All Documents which evidence and/or refer to any Communications between You and any person or their representative regarding any actual or potential license for the digital distribution of any copyrighted works of any Plaintiff or any Major Label, including, but not limited to, any negotiations or any inquiries for such license.
7. All Documents which evidence and/or refer to any of the Your policies or directives, suggestions, recommendations, proposals, or advice concerning any of the following:
- a. The licensing of the rights to distribute copyrighted works over the Internet;
 - b. The entities what should or should not be involved in the distribution of copyrighted works over the Internet; and

- c. The technology, including software, that should or should not be used for the distribution of copyrighted works over the Internet.
8. All Documents which evidence or refer to any decision not to do business with or enter into any license agreements with any of the following:
 - a. The Defendants; and
 - b. Any other person or entity that distributes or utilizes or is involved with the distribution or utilization of peer-to-peer technology.
9. All Documents that evidence, refer to or are relevant to any investigation by the Justice Department concerning the distribution of music over the Internet, including, but not limited to, any and all Justice Department requests for Documents, all correspondence between any Plaintiff, or any Major Label and the Justice Department, and any and all Documents produced to the Justice Department.
10. All Documents that evidence or refer to any inquiry or investigation by the FTC or the New York Attorney General into price fixing activity concerning the distribution of music over the Internet.
11. All Documents constituting, evidencing, reflecting, or relating to Communications of or with any person (including their counsel) regarding this lawsuit or the underlying dispute.
12. Documents sufficient to set forth the organizational structure and personnel from January 1999 to the present of the department, division or group of Your organization that has responsibility or has had responsibility at any time for (a) developing and/or investigating business plans or strategies, (whether

implemented or potential), for distributing or licensing musical files over the Internet; and (b) negotiating any license agreement concerning the distribution of musical content over the Internet.

13. All Documents constituting, evidencing, reflecting or relating to meetings or Communications of or with any Plaintiff, any Major Label or the RIAA or any of its representatives regarding peer-to-peer services, Internet-related copyright infringement, Internet-related copyright enforcement, and Internet-related distribution and licensing of copyrighted works.
14. All Documents produced in the Hummer Winblad Litigation, if any.
15. All Documents related to the Hummer Winblad Litigation.
16. All Documents, including all Communications relating to the actual or potential revenues and/or profits relating to online distribution of digital sound recordings.
17. All Documents including all Communications relating to actual or potential licensing fees paid or to be paid in connection with online distribution of digital sound recordings.
18. 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 via peer-to-peer networks or providers.
19. 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.

20. All Documents relating to any internal or external discussions or assessments of the potential benefits or risks of licensing or not licensing musical content to any peer-to-peer software provider/distributor.
21. All Documents relating to any Communication, meeting, conversation, or agreement between You and any Plaintiff, any Major Label or the RIAA, relating to the prices, discounts, terms of service, or any other terms or conditions for the sale, the offer for sale, streaming, licensing or transmission of music over the Internet.
22. All Documents relating to how You reached Your decision for the charging of downloading/purchasing musical content.
23. All license agreements with any Major Label or any Plaintiff.
24. Documents sufficient to reflect the profits/profitability of the sale of musical content.
25. All Documents that refer, relate or pertain to any settlement of any litigation between You, Free Peers, Inc. and/or MusicLab LLC on the one hand and any of the Plaintiffs or any of the Major Labels on the other.
26. All Communications between You and the RIAA or its counsel.

EXHIBIT F

Jeffrey A. Kimmel (JK 0584)
MEISTER SEELIG & FEIN LLP
2 Grand Central Tower
140 East 45th Street, 19th Floor
New York, New York 10017
(212) 655-3500

Attorneys for iMesh, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ARISTA RECORDS LLC, et al

Plaintiff(s),

-against-

LIME GROUP LLC, et al

Defendant(s).
-----X

06 CIV 05936 (GEL)

**RESPONSE TO SUBPOENA
AND ACCOMPANYING
REQUEST FOR PRODUCTION**

Non-party iMesh, Inc. ("iMesh"), by and through its attorneys, Meister Seelig & Fein LLP, hereby responds to the Subpoena, dated September 14, 2007, and accompanying Request for Production (the "Requests") as follows:

General Objections

1. iMesh objects to Requests insofar as they are overly broad, unduly burdensome, or seeks documents not relevant and/or not reasonably calculated to lead to the discovery of admissible evidence.

2. iMesh objects to Requests insofar as they seek documents and tangible things already in the possession, custody or control of the parties in this action (the "Parties") or concerning the Parties' own conduct or statements of the Parties or which are equally accessible to the Parties as they are to iMesh, or which can be obtained more readily from a source other than iMesh.

3. iMesh objects to Requests insofar as they seek documents that are privileged or protected from disclosure by the attorney-client privilege.

4. iMesh objects to Requests insofar as they seek documents that are privileged or protected from discovery under Federal Rule of Civil Procedure 26(b)(3), in that the documents were prepared in connection with or in anticipation of litigation or for trial and/or constitute the work product, mental impressions, conclusions, opinions or legal theories of counsel or other representatives of iMesh.

5. iMesh objects to Requests insofar as they seek to impose any continuing obligation on iMesh to produce documents in addition to the obligation expressly provided for in the Federal Rules of Civil Procedure.

6. iMesh objects to Requests insofar as they purport to impose burdens or obligations that exceed the scope of permissible discovery under the Federal Rules of Civil Procedure or the Rules of the United States District Court for the Southern District of New York.

7. iMesh objects to Requests insofar as they are unintelligible, vague or otherwise unclear as to the precise documents sought.

8. iMesh objects to the Plaintiff's use of the terms "any" and "all."

9. iMesh's responses are submitted without waiving, and while specifically preserving, (a) all objections as to the competency, relevancy, materiality and admissibility of the responses or the subject matter thereof, including documents, at the trial of this action, or in any other action or proceeding; (b) all objections to any demand for additional production of documents; and (c) the right at any time to amend or supplement iMesh's responses as more information becomes available.

Specific Responses and Objections

1. All Documents that refer, relate or pertain to any of the Defendants and/or the LimeWire software application.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

2. All Documents that refer, relate or pertain to any and all strategies, plans, analyses, reports or recommendations (including drafts thereof) regarding or related to the entry into, the potential entry into, or investigation of potential entry into, the market for online distribution of content (including both audio and video files).

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

3. 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.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of

admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

4. All Documents that evidence and/or refer to any Communications between You and any person, including, but not limited to, any Plaintiff, any Major Label or the RIAA concerning any or all of the following:

- a. The Defendants;
- b. The LimeWire software application;
- c. Peer-to-peer exchanging of files through the Internet;
- d. Any company providing software that enables peer-to-peer file sharing;
- e. Any alleged effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, including the use of the LimeWire software application;
- f. All Your policies, directives, proposals, strategies, suggestions or plans concerning the distribution of music over the Internet;
- g. MusicNet;
- h. Pressplay;
- i. Any policies, directives, strategies, proposals, suggestions or plans to limit, prevent or control the online distribution of musical content;
- j. Napster;
- k. Altnet;
- l. Sharman Network;
- m. Kazaa;
- n. eDonkey;
- o. StreamCast Networks;

- p. BearShare;
- q. Free Peer, Inc.;
- r. Grokster, Ltd.;
- s. Any licensing, or proposed licensing, of the right to distribute copyrighted musical works over the Internet; and
- t. Any plans, strategies, program or efforts to have any Major Label not license, or refuse to license, any person or entity the right to distribute copyright musical works over the Internet.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

5. All Documents that refer, relate or pertain to minutes of any meetings, or notes from any meetings with any person or entity, including Board meetings, during which any one or more of the following subjects were discussed:

- a. The Defendants;
- b. The LimeWire software application;
- c. Peer-to-peer exchanging of files through the Internet;
- d. Any company providing software that enables peer-to-peer file sharing;
- e. Any alleged effect on Your business, sales, revenues, and/or profits allegedly caused by the use of peer-to-peer technology, including the use of the LimeWire software application;
- f. All Your policies, directives, proposals, strategies, suggestions or plans concerning the distribution of music over the Internet;

- g. MusicNet;
- h. Pressplay;
- i. Any policies, directives, strategies, proposals, suggestions or plans to limit, prevent or control the online distribution of musical content;
- j. Napster;
- k. Altnet;
- l. Sharman Network;
- m. Kazaa;
- n. eDonkey;
- o. StreamCast Networks;
- p. BearShare;
- q. Free Peer, Inc.;
- r. Grokster, Ltd.;
- s. Any licensing, or proposed licensing, of the right to distribute copyrighted musical works over the Internet; and
- t. Any plans, strategies, program or efforts to have any Major Label not license, or refuse to license, any person or entity the right to distribute copyright musical works over the Internet.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

6. All Documents which evidence and/or refer to any Communications between You and any person or their representative regarding any actual or potential license for the digital distribution of any copyrighted works of any Plaintiff or any Major Label, including, but not limited to, any negotiations or any inquiries for such license.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

7. All Documents which evidence and/or refer to any of the [sic] Your policies or directives, suggestions, recommendations, proposals, or advice concerning any of the following:

- a. The licensing of the rights to distribute copyrighted works over the Internet;
- b. The entities what [sic] should or should not be involved in the distribution of copyrighted works over the Internet; and
- c. The technology, including software, that should or should not be used for the distribution of copyrighted works over the Internet.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

8. All Documents which evidence or refer to any decision not to do business with or enter into any license agreements with any of the following:

- a. The Defendants; and
- b. Any other person or entity that distributes or utilizes or is involved with the distribution or utilization of peer-to-peer technology.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

9. All Documents that evidence, refer to or are relevant to any investigation by the Justice Department concerning the distribution of music over the Internet, including, but not limited to, any and all Justice Department requests for Documents, all correspondence between any Plaintiff, or any Major Label and the Justice Department, and any and all Documents produced to the Justice Department.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

10. All Documents that evidence or refer to any inquiry or investigation by the FTC or the New York Attorney General into price fixing activity concerning the distribution of music over the Internet.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

11. All Documents constituting, evidencing, reflecting, or relating to Communications of or with any person (including their counsel) regarding this lawsuit or the underlying dispute.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

12. Documents sufficient to set forth the organizational structure and personnel from January 1999 to the present of the department, division or group of Your organization that has responsibility or has had responsibility at any time for (a) developing and/or investigating business plans or strategies, (whether implemented or potential), for distributing or licensing musical files over the Internet; and (b) negotiating any license agreement concerning the distribution of musical content over the Internet.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney

client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

13. All Documents constituting, evidencing, reflecting or relating to meetings or Communication of or with any Plaintiff, any Major Label or the RIAA or any of its representatives regarding peer-to-peer services, Internet-related copyright infringement, Internet-related copyright enforcement, and Internet-related distribution and licensing of copyrighted works.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

14. All Documents produced in the Hummer Winblad Litigation, if any.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

15. All Documents related to the Hummer Winblad Litigation.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine.

16. All Documents, including all Communications relating to the actual or potential revenues and/or profits relating to online distribution of digital sound recordings.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence, as well as highly confidential and proprietary information.

17. All Documents including all Communications relating to the actual or potential licensing fees paid or to be paid in connection with online distribution of digital sound recordings.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

18. 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 via peer-to-peer networks or providers.

Response: iMesh objects to this Request as overly broad, vague and ambiguous.

19. 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.

Response: iMesh is not in possession, custody or control of any documents it understands to be responsive to this request.

20. All Documents relating to any internal or external discussion or assessments of the potential benefits or risks of licensing or not licensing musical content to any peer-to-peer software provider/distributor..

Response: iMesh is not in possession, custody or control of any documents it understands to be responsive to this request.

21. All Documents relating to any Communication, meeting, conversation, or agreement between You and any Plaintiff, any Major Label or the RIAA, relating to the prices, discounts, terms of service, or any other terms or conditions for the sale, the offer for sale, streaming, licensing or transmission of music over the Internet.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

22. All Documents relating to how You reached Your decision for the charging of downloading/purchasing musical content.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence and seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.

23. All license agreements with any Major Label or any Plaintiff.

Response: iMesh objects to this request as it documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence, and is overbroad, unduly burdensome, and intended to harass.

24. Documents sufficient to reflect the profits/profitability of the sale of musical content.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence.

25. All Documents that refer, relate or pertain to any settlement of any litigation between You, Free Peers, Inc. and/or MusicLab LLC on the one hand and any of the Plaintiffs or any of the Major Labels on the other.

Response: iMesh objects to this request as it documents which are neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence, and is overbroad, unduly burdensome, and intended to harass. Further, this Request seeks information protected from disclosure under the attorney client privilege and/or work product doctrine, as well as highly confidential and proprietary information.


26. All Communications between You and the RIAA or its counsel.

Response: iMesh objects to this Request as overly broad, vague, ambiguous, and/or unduly burdensome. Further, this Request seeks documents which are neither relevant to

the subject matter of this litigation nor reasonably calculated to lead to the discovery of
admissible evidence and seeks information that is highly confidential.

Dated: New York, New York
October 19, 2007

MEISTER SEELIG & FEIN LLP



By: Jeffrey A. Kiramel, Esq.
Attorneys for iMesh, Inc.
2 Grand Central Tower
140 East 45th Street, 19th Floor
New York, NY 10017
(212) 655-3500

TO:

Charles S. Baker, Esq.
Porter & Hedges, LLP
1000 Main Street, 36th Floor
Houston, TX 77002
(713) 226-6000

EXHIBIT G

**Issued by the
UNITED STATES DISTRICT COURT**

SOUTHERN

DISTRICT OF

NEW YORK

ARISTA RECORDS, LLC, et al.

SUBPOENA IN A CIVIL CASE

V.

LIME GROUP LLC, et al.

Case Number:¹ 06 Civ.05936 (GEL) (S.D.N.Y)

TO: Talmon Marco (iMesh)
c/o Jeffrey Kimmel (Meister Seelig & Fein LLP)
140 E. 45th Street, 19th Floor
New York, NY 10017

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Offices of Porzio, Bromberg & Newman, P.C., 156 West 56th St., New York, NY 10003	DATE AND TIME 4/14/2008 9:00 am
--	------------------------------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

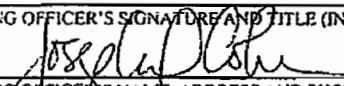
See Exhibit "A" attached:

PLACE Offices of Porzio, Bromberg & Newman, P.C., 156 West 56th St., New York, NY 10003	DATE AND TIME 4/14/2008 9:00 am
--	------------------------------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) 	DATE 3/25/2008
--	-------------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Joseph D. Cohen, Porter & Hedges LLP, 1000 Main, 36th Floor, Houston, Texas 77002 (713) 226-6000

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE	SIGNATURE OF SERVER
		ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises— or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) **CONTEMPT.** Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT "A"

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:
 - i. the identity of the person(s) originating, preparing and sending the documents;
 - ii. the identity of every addressee, distributee and copying recipient of the documents;
 - iii. 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
 - iv. 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, 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 used by any person with knowledge of the facts relevant to this dispute, 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.

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.

DEFINITIONS

1. "Defendants" shall mean Lime Wire LLC, Lime Group LLC, M.J.G. Lime Wire Family, LLP, Mark Gorton and Greg Gildson; and their respective officers, directors, employees, partners, authorized agents and authorized representatives.
2. "RIAA" shall mean (a) the Recording Industry Association of America; and (b) its officers, directors, employees, attorneys, authorized representatives, and authorized agents.
3. "Plaintiffs" shall mean all of the plaintiffs in this lawsuit and their respective officers, directors, employees, attorneys, authorized representatives, and authorized agents.
4. The "Major Labels" shall mean Warner Music Group, EMI, Sony BMG and Universal Music Group and their respective subsidiaries, affiliates, predecessors, successors, assigns, divisions, partnerships, joint ventures or other entities under their operation and control, and their respective officers, directors, employees, attorneys, authorized representatives, authorized agents, and anyone acting on their behalf.
5. "You," "Your," or "Yours" shall mean (a) iMesh and (b) its subsidiaries, affiliates, predecessors, successors, assigns, divisions, partnerships, joint ventures or other entities under their operation and control, and their respective officers, directors, employees, attorneys, authorized representatives, and authorized agents.
6. "Document" and "documents" shall be used in their broadest sense and shall mean and include all written, printed, typed, recorded, or graphic matter of every kind and description, both originals and copies, and all attachments and

appendices thereto. Without limiting the foregoing, the terms "document" and "documents" shall include all agreements, contracts, communications, correspondence, letters, telegrams, telexes, messages, memoranda, records, reports, books, summaries or other records of telephone conversations or interviews, summaries or other records of personal conversations, minutes or summaries or other records of meetings and conferences, summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work assignments, visitor records, forecasts, statistical data, statistical statements, financial statements, work sheets, work papers, drawings, specifications, drafts, graphs, maps, charts, tables, accounts, analytical records, consultants' reports, appraisals, addenda, bulletins, amendments, brochures, pamphlets, circulars, trade letters, press releases, notes, notices, marginal notations, notebooks, telephone bills or records, bills, statements, records of obligation and expenditure, invoices, lists, journals, advertising, recommendations, files, printouts, compilations, tabulations, purchase orders, receipts, sell orders, confirmations, checks, canceled checks, letters of credit, envelopes or folders or similar containers, vouchers, analyses, studies, surveys, transcripts of hearings, transcripts of testimony, expense reports, microfilm, microfiche, articles, speeches, tape or disc recordings, sound recordings, video recordings, film, tape photographs, punch cards, programs, data compilations from which information can be obtained (including matter used in data processing), and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer-stored, or electronically-stored

matter, including without limitation, information stored on computer data disks and hard drives, electronic mail (e-mail) and network messages, however and by whomever produced, prepared, reproduced, disseminated, or made. The terms "document" and "documents" shall include all copies of documents by whatever means made, except that where a document is identified or produced, identical copies thereof which do not contain any markings, additions, or deletions different from the original need not be separately produced. "Document" or "documents" mean and include all matter within the foregoing description that is in the possession, control or custody of you or in the possession, control or custody of any attorney, accountant or financial advisor for you. Without limiting the term "control," a document is deemed to be within your control if you have ownership, possession or custody of the document, or the right to secure the document or copy thereof from any person or public or private entity having physical possession hereof.

7. "Communication" or "communications" shall mean communication(s) of every form and manner by which information may be transmitted or received, whether written, oral or otherwise. If an allegation or event involves an oral communication, identify the date and persons who participated in said communication.
8. 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.

9. The term "person" shall mean natural persons, and also includes professional associations, corporations, partnerships, associations, federations, local or state or federal governments and any of their agencies, and any other entity.
10. The terms "indicating", "concerning," "referencing," "reflecting", "relating to," and "referring to" shall be interpreted so as to encompass the scope of discovery set forth in FED. R. CIV. P. 26(b)(1). For example, documents that "indicate", "concern," "reflect", "relate to," or "refer to" any given subject means all documents that constitute, deal with, refer to, describe, evidence, contain, discuss, embody, reflect, identify, state or concern in any way, the subject or is in any way pertinent to that given subject including, but not limited to, documents concerning the preparation of other documents.
11. The singular includes the plural, and vice versa.
12. "Including" means "including, but not limited to."
13. 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.
14. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this discovery request all responses that might otherwise be construed to be outside of its scope.

15. Unless otherwise specifically stated, the Documents requested below are those prepared from January 1, 2003 to the present.
16. 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 You as otherwise permitted by the Federal Rules.

REQUEST FOR PRODUCTION

1. All Documents that refer, relate, or pertain to any agreement, draft or otherwise, with any of the Plaintiffs, the RIAA or the Major Labels.