

Exhibit C



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VIA E-MAIL AND REGULAR MAIL

October 1, 2010

Mary Eaton (meaton@willkie.com)
Todd G. Cosenza (tcosenza@willkie.com)
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019

RE: Subpoena propounded on MySpace, Inc. in *Arista Records LLC et al. v. Lime Group, LLC*, No 06 CV 5936 (KMW) (SDNY)

Dear Ms. Eaton and Mr. Cosenza:

I have the subpoena your clients Lime Group LLC, Lime Wire LLC, Mark Gorton, and M.J.G. Lime Wire Family Limited Partnership (collectively, “Defendants”) propounded on MySpace, Inc. in the above-mentioned matter. That subpoena, left at MySpace’s offices (and not served on its registered agent for service of process) on or around September 23, purports to impose a return date of October 1 for production of documents. This letter sets forth our response and objections to that subpoena.

As an initial matter, Rule 45(c) of the Federal Rules of Civil Procedure requires that

[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 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.

Nothing about Defendants’ subpoena reflects any “steps to avoid imposing undue burden” on MySpace. To the contrary, the breadth of the requests, their wide-ranging nature, and the nearly two inch stack of attachments reflect, charitably, disregard to the burden imposed.

We also understand that the Magistrate Judge in the underlying action has opined that recipients of your clients’ subpoenas need not respond to the subpoenas until she has had the opportunity to rule on their propriety. We have not received any communication from you advising us that compliance with your subpoena had been stayed.

Furthermore, many of the documents sought by your subpoena are equally within the possession, custody, and control of one of the parties to the lawsuit. Seeking such documents from a third party in lieu of obtaining them from the parties necessarily imposes an undue burden on the subpoena recipient. *Cf.* Wright & Miller 8A Federal Practice & Procedure 2d § 2204 at 365 (“If documents are available from a party, it has been thought preferable to have them obtained pursuant to Rule 34 rather than subpoenaing them from a nonparty witness.”).

For the foregoing reasons and the reasons stated below, we demand that Defendants withdraw their improper subpoena to MySpace. In the event your client seeks to enforce the subpoena, MySpace will seek recovery of its costs and attorneys’ fees.

To the extent required notwithstanding the Magistrate Judge’s stay, MySpace advances the objections below. It reserves the right to object on any ground, whether or not asserted herein, at any time with respect to the Subpoena.

GENERAL OBJECTIONS

1. MySpace objects to the Subpoena and to each Instruction, Definition, and Category of Documents ("Category") in Exhibit 1 thereto to the extent that it seeks to impose obligations or demands on MySpace greater or more extensive than those required by the Federal Rules of Civil Procedure or the Local Rules of the United States District Court for the Central District of California. MySpace specifically objects to instructions 7, 8 and 9 on the basis that the instructions exceed the requirements of law and impose an undue burden.

2. MySpace objects to the Subpoena and to each Category in Exhibit 1 thereto as overly broad and unduly burdensome. MySpace further objects on these grounds to the extent that the subpoena seeks information or testimony not relevant to the claims or defenses of the action nor reasonably calculated to lead to the discovery of admissible evidence.

3. MySpace objects to the Subpoena and to each Category in Exhibit 1 thereto on the grounds that the definition of "You" is overbroad, unduly burdensome, vague and ambiguous. The definition purports to include "its predecessors, subsidiaries, parents, affiliates, directors, officers, agents, representatives, attorneys, investigators, consultants, employees and shareholders, whether past or present," as well as third parties not within the control of MySpace during the relevant period or at all. Consequently, the definition improperly calls for MySpace to produce information that is not in its possession, custody or control. MySpace therefore defines "MySpace" to include only MySpace, Inc. and its officers, directors, employees, and attorneys in their capacity as such.

4. MySpace objects to the Definition of "Plaintiffs," to the extent such definitions include the " predecessors, subsidiaries, parents, affiliates, directors, officers, agents, representatives, attorneys, investigators, consultants, employees and shareholders, whether past or present " on

the grounds that such definition is vague and overbroad. MySpace therefore defines "Plaintiffs" to include only the entities included in the caption of the lawsuit and its and their respective officers, directors, employees, and attorneys in their capacity as such.

5. MySpace objects to the Subpoena and to each Category in Exhibit 1 thereto to the extent that it seeks information or testimony that is protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. Inadvertent disclosure of such information shall not constitute a waiver of any privilege or other basis for objecting nor shall it constitute a waiver of the rights of MySpace to object to the use of any such information that may be inadvertently disclosed.

6. MySpace objects to the Subpoena and to each Category in Exhibit 1 thereto to the extent it seeks documents, communications, electronically stored information, and things which are not within the possession, custody, or control of MySpace.

7. MySpace objects to the Subpoena and to each Category in Exhibit 1 thereto therein to the extent it calls for improper legal conclusions or seeks testimony on legal issues.

8. MySpace objects to the Subpoena and to each Category in Exhibit 1 thereto to the extent that it seeks trade secret, proprietary or otherwise confidential business information of MySpace or other third parties. Any such information will be disclosed, if at all, only pursuant to and in reliance upon an appropriate, operative protective order duly entered by the Court.

9. MySpace objects to the Subpoena and to each Category in Exhibit 1 thereto to the extent that it seeks information or testimony that would invade or violate contractual obligations, privacy rights or other rights held by other third parties or would violate the terms of any agreement or contracts with other third parties.

10. MySpace objects to the time, place and manner of production specified in the Subpoena. MySpace will produce such responsive, non-privileged documents and tangible things, if any, in accordance with its responses at a time and place and in a manner that is reasonable, convenient and mutually agreed upon by the parties. In particular, MySpace objects that, pending resolution of ongoing discovery disputes between the parties, third party response to the subpoenas is stayed and no response to the subpoena or production of documents is due.

11. MySpace objects to the Categories on the grounds and to the extent they seek documents equally or more available to, or already in the possession, custody or control of the Plaintiffs or Defendant.

12. An objection to the production of any document or category of documents described in the Subpoena, or agreement to produce any such documents, is not and shall not be construed as an admission by MySpace that any such documents or category of documents exist.

13. These general objections and limitations (the “general objections”), including the prefatory language above, are specifically incorporated by reference into the following specific objections and responses to categories of documents (the “specific objections”), and an objection or response by MySpace to any Category identified below is made without waiver of, and subject to, these General Objections.

SPECIFIC OBJECTION TO REQUEST FOR PERSONAL APPEARANCE

MySpace incorporates the foregoing General Objections and Responses as though fully set forth in this response. MySpace specifically objects to the time and location of the deposition. No witness is available to testify at that time in that location. MySpace will produce a witness, if at all, only at a mutually agreed time and place.

SPECIFIC OBJECTIONS AND RESPONSES TO CATEGORIES OF DOCUMENTS

REQUEST 1: All contracts, licenses, or other agreements (including all drafts thereof and any supplements or modifications thereto) between and among You, on the one hand, and any Plaintiff, on the other hand, concerning the use, publication, display or broadcast of any material to which any such Plaintiff owns, holds, claims or otherwise maintains a copyright.

MYSPACE'S RESPONSE TO REQUEST 1: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks all agreements, regardless of whether such documents relate to the matters at issue in this case. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects that the documents requested are by definition equally within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

REQUEST 2: All communications (including emails) concerning any contract, license, or agreement between and among You, on the one hand, and any Plaintiff, on the other hand,

concerning the use, publication, display, or broadcast of any material to which any Plaintiff owns, holds, claims, or otherwise maintains a copyright.

MYSFACE'S RESPONSE TO REQUEST 2: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks all communications, regardless of whether such documents relate to the matters at issue in this case. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects that the documents requested are by definition equally within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

REQUEST 3: All documents concerning any contract, license, or agreement between and among You, on the one hand, and any Plaintiff, on the other hand, concerning the use, publication, display, or broadcast of any material to which any Plaintiff owns, holds, claims, or otherwise maintains a copyright.

MYSFACE'S RESPONSE TO REQUEST 3: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks all documents, regardless of whether such documents relate to the matters at issue in this case. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace.

REQUEST 4: Documents sufficient to show the amounts paid by You to any Plaintiff pursuant to any contract, license, or agreement between and among You, on the one hand, and any Plaintiff, on the other hand, concerning the use, publication, display, or broadcast of any material to which any Plaintiff owns, holds, claims or otherwise maintains a copyright.

MYSPLACE'S RESPONSE TO REQUEST 4: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects that the documents requested are by definition equally within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

REQUEST 5: All documents sufficient to show the amounts paid by You annually for any Song on Exhibit 1.

MYSPLACE'S RESPONSE TO REQUEST 5: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, because of the compound and prolix definition of "Song" and because of the irrelevance of the material to the issues in this litigation. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects to the extent that the documents requested are within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

REQUEST 6: All documents concerning Defendants and/or the LimeWire software application.

MYSPLACE'S RESPONSE TO REQUEST 6: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks information irrelevant to the matters at issue in this case. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace.

REQUEST 7: All documents concerning any communication (including emails) between You and any person regarding any actual or potential license for the use, publication, display or broadcast of any material to which any Plaintiff owns, holds, claims, or otherwise maintains a copyright.

RESPONSE TO REQUEST 7: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks all “documents concerning any communications,” regardless of whether such documents relate to the matters at issue in this case. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects that the documents requested are by definition equally within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

REQUEST 8: All documents produced in the Grokster Litigation.

RESPONSE TO REQUEST 8: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks information irrelevant to this case. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace.

REQUEST 9: All documents concerning any claims, suits, actions, complaints, or other legal proceedings (whether commenced or threatened to be commenced) against, or any cease and desist letters issued to, You by any Plaintiff concerning the use, publication, display or broadcast of any material to which any such Plaintiff owns, holds, claims, or otherwise maintains a copyright.

RESPONSE TO REQUEST 9: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks documents

irrelevant to the matters at issue in this case. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects to the extent that the documents requested are equally within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

REQUEST 10: All documents You produced, provided or made available to, or otherwise shared with, any Plaintiff in connection with any claims, suits, actions, complaints, or other legal proceedings (whether commenced or threatened to be commenced) against You by any Plaintiff concerning the use, publication, display, or broadcast of any material to which any such Plaintiff owns, holds, claims, or otherwise maintains a copyright.

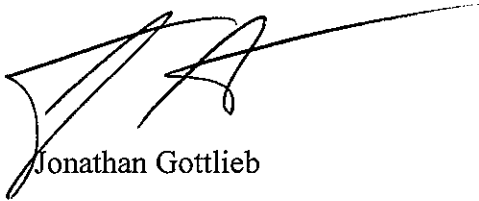
RESPONSE TO REQUEST 10: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, that it seeks documents irrelevant to the matters at issue in this case. MySpace further objects to this Category on the grounds that it fails to describe a category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it seeks documents, communications, electronically stored information, and things that are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects to the extent that the documents requested are equally within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

REQUEST 11: For each of the Songs, documents sufficient to show the total aggregate number of upload views since the Song was made available for upload viewing by You, as well as the total aggregate number of upload views on a daily, weekly, monthly, and yearly basis.

RESPONSE TO REQUEST 11: In addition to the general objections stated above and incorporated herein by reference, MySpace objects to this Category on the grounds that it is overbroad and unduly burdensome, including, without limitation, because of the compound and prolix definition of "Song" and because of the irrelevance of the material to the issues in this litigation. MySpace further objects to this Category on the grounds that it fails to describe a

category of documents with reasonable particularity. MySpace also objects to this Category to the extent that it calls for documents, communications, electronically stored information, and things that either are or contain trade secret, proprietary or otherwise confidential business information of MySpace. MySpace further objects to the extent that the documents requested are within the possession, custody, or control of one or more of Plaintiffs, and Defendants may not impose a burden on MySpace, a non-party, where such documents are discoverable, if at all, by requests to a party to the litigation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jonathan Gottlieb', with a long horizontal line extending to the right.

cc: Daniel Cooper