

# **Exhibit F**

**Kozusko, Dan**

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**From:** Kozusko, Dan  
**Sent:** Wednesday, December 01, 2010 2:51 PM  
**To:** 'Turner, Robert C.'  
**Subject:** RE: Arista v. LimeWire

OK. Thanks. On the communication issue we discussed yesterday, I did want to make you aware of a recent order of Judge Freeman compelling Vevo, another non-party subpoena recipient, to run certain search terms on selected custodians in order to identify emails and other communications that may be responsive to the subpoena. (A copy of Judge Freeman's order is attached.) These are the types of searches that your client will not agree to run here. If we continue to remain at an impasse on this issue, we will not have any other choice but to make a similar application to Judge Freeman.

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New York, New York 10019  
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(212) 728-9694 (fax)  
dkozusko@willkie.com

-----Original Message-----

**From:** Turner, Robert C. [mailto:RTurner@winston.com]  
**Sent:** Tuesday, November 30, 2010 5:40 PM  
**To:** Kozusko, Dan  
**Subject:** RE: Arista v. LimeWire

We are still planning on producing it, but I have not yet received the data from the client. Pending a review on our end, however, it will go out after the protective order issue is dealt with.

Rob Turner

**Robert Turner**  
D: +1 (212) 294-3538  
www.winston.com  
**WINSTON  
& STRAWN**  
LLP

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**From:** Kozusko, Dan [mailto:dkozusko@willkie.com]  
**Sent:** Tuesday, November 30, 2010 5:21 PM  
**To:** Turner, Robert C.  
**Subject:** RE: Arista v. LimeWire

I just realized we did not get a chance to discuss the revenue information, download/streaming stats, etc. that your client had previously agreed to produce (but which you said would take longer than the agreements to gather). I recognize that the protective order issue applies here as well, but in the event that we can get that ironed out, is that information ready to be produced along with the agreements?

Thanks,  
Dan

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-----Original Message-----

**From:** Kozusko, Dan  
**Sent:** Monday, November 22, 2010 10:29 AM  
**To:** 'Turner, Robert C.'  
**Subject:** RE: Arista v. LimeWire

Rob,

12/10/2010

I wanted to follow up on our conversation of last week regarding the search term and custodian issues we discussed. Also, I wanted to let you know that Judge Wood has extended the fact discovery cutoff until the end of January, which I hope will alleviate the time pressure issues you had mentioned previously.

Thanks,  
Dan

**Dan C. Kozusko**  
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-----Original Message-----

**From:** Turner, Robert C. [mailto:RTurner@winston.com]  
**Sent:** Monday, November 08, 2010 4:14 PM  
**To:** Kozusko, Dan  
**Subject:** RE: Arista v. LimeWire

Sure. I should be around any time after 5.

**Robert Turner**  
D: +1 (212) 294-3538  
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LLP

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**From:** Kozusko, Dan [mailto:dkozusko@willkie.com]  
**Sent:** Monday, November 08, 2010 4:13 PM  
**To:** Turner, Robert C.  
**Subject:** FW: Arista v. LimeWire

Rob,

I wanted to follow up on an items that we had discussed previously concerning the subpoena whose resolution is not dependent on how plaintiffs' counsel responds to my e-mail below. Do you have time for a call sometime today to discuss?

Thanks,  
Dan

**Dan C. Kozusko**  
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-----Original Message-----

**From:** Kozusko, Dan  
**Sent:** Friday, November 05, 2010 6:51 PM  
**To:** Glenn.Pomerantz@mto.com; rtturner@winston.com  
**Cc:** Eaton, Mary  
**Subject:** Arista v. UmeWire

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Dear Glenn:

Counsel for Yahoo! Inc., one of the non-parties that Defendants subpoenaed, raised an issue with regard to the protective order in this case. Specifically, Rob Turner of Winston & Strawn (copied on this e-mail) expressed concern that the protective order allows documents designated as "Confidential" or "Attorneys' eyes only" to be disclosed to in-house counsel for the parties. Yahoo! is ready to produce agreements between it and Plaintiffs that are responsive to Defendants' Subpoena, but does not want copies of its agreements with one Plaintiff, e.g., Sony, being shared with in-house counsel for other Plaintiffs not

affiliated with Sony.

In our view, that is a legitimate concern. To ameliorate that concern and enable Yahoo! to produce documents pursuant to the Subpoena, we wanted to see if you would be willing to enter into a Stipulation stating that you will not share copies of agreements between Yahoo! and any plaintiff with in-house counsel for other plaintiffs. We can work on exact language later, but I wanted to check first whether that concept were acceptable to you and your clients? Please let us know your views as quickly as possible so that we may facilitate the production of documents by Yahoo! here. Many thanks.

Rob: please chime in if I have misstated your client's position in any way.

Regards,  
Dan

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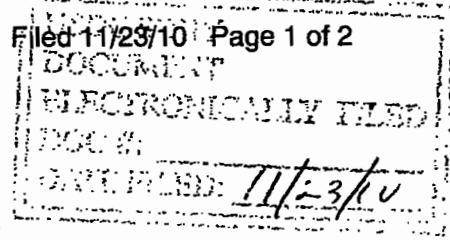
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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 :  
 ARISTA RECORDS LLS, et al., :  
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 Plaintiffs, :  
 :  
 -against- :  
 :  
 LIME GROUP LLC, et al., :  
 :  
 Defendants. :  
 -----X

06 Civ. 5936 (KMW)(DF)  
**ORDER**

**DEBRA FREEMAN, United States Magistrate Judge:**

Before the Court is Defendants' application for an order compelling non-party VEVO, LLC ("VEVO") to produce documents in response to a subpoena served on VEVO by Defendants. Having reviewed Defendants' and VEVO's submissions to the Court, the Court finds that VEVO's proposal to produce certain documents, as set forth in its correspondence with Defendants, strikes an appropriate balance between Defendants' need to obtain relevant documents and the burden to VEVO. Accordingly, it is hereby ORDERED that VEVO produce:

1. All signed contracts, licenses, or other agreements between VEVO and any plaintiff in this case, concerning the use, publication, display, or broadcast of any material to which any plaintiff owns, holds, claims, or otherwise maintains a copyright, including supplements, modifications, and amendments, but not including drafts, except to the extent that drafts are attached to the communications separately ordered to be produced, as set forth in paragraph 3(b) below.
2. All monthly summary reports and monthly detailed "XML" reports submitted by VEVO to any plaintiff, showing amounts paid by VEVO pursuant to any such signed contract, license or agreement between VEVO and any plaintiff in this case.

3. All documents contained in the files of (1) Rio Caraeff, (2) Fred Santarpia, (3) Alan Price, (4) Julie Lee, and (5) Alexander Kisch (collectively, the "Custodians"):
- a. referring to "LimeWire"; or
  - b. consisting of communications with the following individuals: David Weinberg, Jaunique Sealy, Michael Mulein, Wendy Nussbaum, Zach Horowitz, Charles Ciongoli, David Ring, Mark Eisenberg, Michael Paul, Jeff Walker, Chris Bonavia, Jonathan Glass, Bobby Sherman, Dennis Kooker, Thomas Hesse, Amy Lauren, Mark Pilbe, Elio Leoni-Scteti, Chris Kennedy, and Enrico Del Prete, and containing any of the following terms: licens\*, royalt\*, agreement, contract, "label fees," and "revenue share."

Dated: New York, New York  
November 23, 2010

SO ORDERED

  
\_\_\_\_\_  
DEBRA FREEMAN  
United States Magistrate Judge

Copies to:

all parties (via ECF)

Cynthia Richman, Esq.  
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Washington, DC 20063-5304