

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARISTA RECORDS LLC; ATLANTIC
RECORDING CORPORATION; BMG MUSIC;
CAPITOL RECORDS, INC.; ELEKTRA
ENTERTAINMENT GROUP INC.; INTERSCOPE
RECORDS; LAFACE RECORDS LLC; MOTOWN
RECORD COMPANY, L.P.; PRIORITY RECORDS
LLC; SONY BMG MUSIC ENTERTAINMENT; UMG
RECORDINGS, INC., VIRGIN RECORDS
AMERICA, INC.; and WARNER BROS. RECORDS
INC.,

Plaintiffs,

v.

LIME WIRE LLC; LIME GROUP LLC; MARK
GORTON; and GREG BILDSON,

Defendants.

**DEFENDANTS' FIRST
REQUEST FOR PRODUCTION
OF DOCUMENTS TO
PLAINTIFF SONY BMG MUSIC
ENTERTAINMENT**

CIVIL ACTION NO. 06 CV. 5936
(GEL)

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

INSTRUCTIONS

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

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

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

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

Dated: October 31, 2006

Respectfully submitted,

PORTER & HEDGES, L.L.P.

By: /s/

Charles S. Baker (*pro hac vice*)

PORTER & HEDGES, LLP

1000 Main Street, 36th Floor

Houston, Texas 77002

(713) 226-6000 (Telephone)

(713) 228-1331 (Facsimile)

cbaker@porterhedges.com