

LAW OFFICES

MITCHELL SILBERBERG & KNUPP LLP

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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DATE

[NAME / ADDRESS]

Re: **[CASE NAME], United States District Court for the [DISTRICT], Case No.**

Settlement With Doe #

This law firm represents the following recording companies and their respective United States record company and record label affiliates and subsidiaries involved in the marketing and distribution of sound recordings, including Plaintiffs in the above-entitled lawsuit, and for which it has authority to settle:

- EMI Music North America
- BMG Music
- Sony Music Entertainment Inc.
- Warner Music Group Inc.
- UMG Recordings, Inc.
- Univision Music, Inc.

These companies (the "Record Companies") own or control many of the copyrighted sound recordings listed in Attachment A to this letter (the "Recordings").

This letter confirms an agreement (the "Agreement") between you and the Record Companies. You acknowledge that distribution (including by uploading) and/or reproduction (including by downloading) of the Recordings via the Internet and/or an online media distribution system without the authorization of their copyright owners constitutes copyright infringement under 17 U.S.C. § 501. Without admitting or denying liability, you acknowledge such conduct is wrongful. Therefore, the Record Companies and you agree as follows:

1. You shall pay to the Record Companies the total, lump sum of [AMOUNT] Dollars (US \$_____) by **cashier's check**. Such payment shall be made payable to "**RIAA Client Trust Account**" and shall be delivered to Mitchell Silberberg & Knupp LLP, Attention: Elena Segal, 11377 West Olympic Boulevard, Los Angeles, California 90064, with a signed copy of this Agreement. Your payment and a copy of this Agreement signed by you must be received by Mitchell Silberberg & Knupp LLP in order for this Agreement to take effect. For

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your record keeping purposes, you may want to consider sending your payment by Federal Express, certified mail, or some other traceable delivery service.

2. Once your payment has cleared, the Record Companies shall file such documents with the Court in the above-entitled case (identifying you to the Court only as Doe # __ with IP address _____) sufficient to cause you to be dismissed with prejudice as a defendant from the above-entitled action.

3. You agree not to infringe the Recordings or any other sound recording protected under federal or state law, whether now in existence or later created, that is owned or controlled by any of the Record Companies. This agreement not to infringe shall include, but not be limited to, using the Internet or any online media distribution system to upload or download the Record Companies' sound recordings or otherwise to distribute or make available for distribution to others any such recordings, except pursuant to a lawful license or with the express authority of the Record Companies. You further agree to destroy all copies in your possession of the Recordings and any other of the Record Companies' sound recordings that you have downloaded onto any computer hard drive or server without the Record Companies' authorization and also to destroy all copies of such downloaded recordings that you have made onto any physical medium (e.g., CD-R) or device in your possession, custody or control.

4. The Record Companies agree not to pursue claims against you for infringement of the sound recording copyrights in the Recordings based solely on your use of the Internet or any online media distribution system to upload or download the Recordings prior to the date set forth in the caption of this Agreement. However, nothing in this Agreement shall limit the Record Companies' rights to pursue claims against you based on conduct that takes place after the date set forth in the caption of this Agreement or for conduct other than that set forth above.

5. You acknowledge that we have advised you that you may consult with counsel of your choosing prior to entering into this Agreement and that you have entered into this Agreement of your own free will, without any promise or inducement not stated in this Agreement. You further acknowledge that nothing contained in this Agreement constitutes an admission or denial of wrongdoing by you. The Record Companies each reserve all rights not expressly waived herein.

6. You agree not to make any public statement that is inconsistent with any term of this Agreement.

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7. Your payment and signature, together with the signature of the attorney below who is authorized by the Record Companies to execute this Agreement on their behalf, creates an enforceable contract, binding on you personally. This Agreement is not transferable or assignable.

Dated: _____

Patricia H. Benson Esq.
Mitchell Silberberg & Knupp LLP
Attorneys for the Record
Companies

Dated: _____

[NAME]

Residential Address:
Residential Phone:
Date of Birth: