

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UMG RECORDINGS, INC., et al.,

05 CV 1095 (DGT)(RML)

Plaintiffs,

- against

MARIE LINDOR,

Defendant

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**DECLARATION OF BRADLEY A. BUCKLES, ESQ. IN SUPPORT OF
PLAINTIFFS' MOTION FOR PROTECTIVE ORDER**

I, BRADLEY A. BUCKLES, ESQ., declare:

1. I am an attorney admitted to practice law in the state of Kansas. I currently serve as Executive Vice President, Anti-Piracy for the Recording Industry Association of America ("RIAA"). The RIAA is a trade association that represents the United States recording industry. The plaintiffs in this case are all members of the RIAA. As part of my responsibilities for the RIAA, I oversee all matters relating to the recording industry's anti-piracy efforts, including the industry's efforts to stop piracy through online media distribution systems.

2. In connection with my responsibilities for the RIAA, I am familiar with the Service Agreement, dated June 26, 2002, the Service Addendum, dated January 28, 2003, and the Amendment to Service Agreement, effective as of March 18, 2005, between MediaSentry Managed Services unit of Safenet, Inc. f/k/a MediaForce ("MediaSentry") and the RIAA (the foregoing Service Agreement, the Service Addendum, and the Amendment to Service Agreement comprise and are referred to collectively as the "MediaSentry Agreement").

3. In the MediaSentry Agreement, MediaSentry and the RIAA specifically agreed that the terms of the MediaSentry Agreement are confidential. To the best of my knowledge, information, and belief, the parties to that Agreement have scrupulously honored this provision. Moreover, the MediaSentry Agreement has not been publicly disclosed, and, indeed, to the best of my knowledge, information, and belief, only very few people at MediaSentry and the RIAA have had access to this Agreement.

4. The MediaSentry Agreement is not limited to matters relating to the current lawsuit or even to lawsuits against individuals like defendant who downloaded and distributed sound recordings illegally. Rather, MediaSentry has been retained by the RIAA, on behalf of its members, to handle a wide array of anti-piracy efforts for the recording industry, and it has done so.

5. The MediaSentry Agreement contains substantial information regarding pricing for the various services provided by MediaSentry. None of the pricing is on a contingency fee basis. Moreover, the pricing information that is contained in the MediaSentry Agreement is highly confidential, and I understand that, as with most contracts with a vendor in a competitive industry, the release of this information would cause substantial competitive injury to MediaSentry, particularly if this information were to get into the hands of its competitors.

6. In addition to the foregoing, the MediaSentry Agreement provides detailed information regarding the instructions and parameters for conducting on-line investigations that were discussed and developed by the RIAA and its counsel, on behalf of the RIAA's members. The Agreement also notes processes that are highly proprietary to MediaSentry and certain sources of infringement that are beyond MediaSentry's ability to detect. This information is

highly confidential, and, to the best of my knowledge, information, and belief, the RIAA, its members, and MediaSentry have scrupulously protected this information from disclosure to third-parties. As noted above, this information has not been released publicly, and, to the best of my knowledge, information, and belief, very few people have had access to this information. Those few who have had access are those who have needed to know this information.

7. If the above-described information were released to anyone, it would assist would-be infringers in avoiding detection and would substantially curtail the recording industry's ability to prevent copyright infringement over the Internet. Indeed, in a number of prior litigation matters of which I am aware, the record companies have discovered that the defendants in those cases have specifically attempted to evade the record companies' anti-piracy efforts, once the defendants determined the nature of those efforts. In light of the foregoing, in my view, the value of this type of information is incalculable.

8. As the detailed instructions and search parameters of the MediaSentry Agreement show, MediaSentry was intimately involved in the formulation of the legal strategy developed by the RIAA's anti-piracy team, including the record companies' counsel. This strategy formed the basis of the legal advice that was provided to the record companies regarding how best to investigate and capture infringers, and this legal advice, which I believe to be subject to the attorney-client privilege, is reflected in the MediaSentry Agreement. Moreover, the information contained in the MediaSentry Agreement and the Agreement itself were generated directly and exclusively because of potential litigation, and these documents reflect the mental impressions of counsel, particularly as to the record companies' and their counsel's strategy for enforcing the record companies' substantial copyright interests.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 26th day of September, 2006, at Philadelphia, PA


BRADLEY A. BUCKLES, ESQ.