

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

SONY BMG CD TECHNOLOGIES LITIGATION

Case No. 1:05-cv-09575-NRB

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, MOTION FOR ATTORNEYS' FEES  
AND SETTLEMENT FAIRNESS HEARING**

TO: ALL PEOPLE WHO BOUGHT, RECEIVED OR USED A SONY BMG MUSIC ENTERTAINMENT COMPACT DISC WITH CONTENT PROTECTION SOFTWARE

**If you bought, received or used a Sony BMG Music Entertainment compact disc containing either XCP or MediaMax 3.0 or 5.0 content protection software, your rights may be affected by a class action settlement.**

**If you have played a CD on your computer that contains either XCP or MediaMax 5.0 content protection software on it, you need to patch your computer or uninstall the software immediately to lower your risk of security vulnerabilities. Please visit [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com) and follow the links to download the patch or uninstaller appropriate to you.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- If you bought or have a SONY BMG CD with XCP content protection software, you are eligible to receive among the following benefits: a replacement CD, a cash payment of \$7.50, free downloads of the music on the CD, up to three (3) additional free album downloads, and software updates to fix known security vulnerabilities. **If you have not done so already, please download the update or uninstaller for XCP immediately at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com)**
- If you bought or have a SONY BMG CD with MediaMax content protection software, you are eligible (depending upon the version of MediaMax on your CD) to receive among the following benefits: free downloads of the music on the CD, another free album download, and software updates to fix known security vulnerabilities. **If you have not done so already, please download the update or uninstaller for MediaMax immediately at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com)**
- This settlement requires SONY BMG and others ("the Defendants") to update their content protection software on SONY BMG CDs for security vulnerabilities discovered in the future. The Defendants also will ensure that, until 2008, any future content protection software will be fully and accurately disclosed, independently tested, and readily uninstalled.
- The settlement resolves class action lawsuits concerning SONY BMG CDs that contain either XCP or MediaMax content protection software. Content protection software restricts the transfer of music to the hard drive of a personal computer and limits the number of copies a user can burn onto a blank CD. It also prevents the user from saving the audio files in unprotected formats. The lawsuits allege that the software can send and receive information between the user's computer and the Defendants, can install hidden files on the user's computer, cannot be easily uninstalled, is subject to an overly restrictive license agreement, and may expose the user's computer to malicious software programs like viruses, Trojan Horses and spyware. Defendants deny these allegations.
- The settlement resolves claims that the Defendants engaged in deceptive conduct in designing, manufacturing and selling CDs with either XCP or MediaMax content protection software and without adequately disclosing the limitations the software imposes on the use of the CDs and the security vulnerabilities the software creates.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A CLAIM FORM</b>	The only way to qualify for the XCP exchange program, cash and free music download settlement benefits.
<b>EXCLUDE YOURSELF</b>	Get no XCP exchange program, cash or free music download settlement benefits. This is the only option that allows you to ever be part of any other lawsuit against the Defendants about the legal claims being resolved in this case. <u>See</u> Question 13 below.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement.
<b>GOTO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no XCP exchange program, cash or free music download settlement benefits. Give up certain rights. You will retain the right to sue the Defendants for any consequential damage to your computer or network that may have resulted from interactions between XCP software or MediaMax software and other software or hardware installed on your computer or network.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement.
- Settlement benefits will be provided to Settlement Class Members if the Court approves the settlement and after appeals are resolved. Please be patient.

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## BASIC INFORMATION

### **1. Why did I get this notice package?**

You or someone in your family may have bought, received or used a SONY BMG CD with XCP software (“XCP CD”) or MediaMax 3.0 or 5.0 software (“MediaMax CD”). You can find lists of the XCP CDs and MediaMax CDs in Exhibits 1, 2 and 3 at the end of this notice. The Court directed that this notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will provide the XCP exchange program, cash and free music download settlement benefits that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is known as *In re SONY BMG CD Technologies Litigation*, Case No. 1:05-cv-09575-NRB (“the Action”). The people who sued are called Plaintiffs, and the companies they sued, SONY BMG Music Entertainment, Inc., First 4 Internet Ltd., and SunnComm International, Inc., are called the Defendants.

### **2. What is this lawsuit about?**

The lawsuit involves the Defendants’ use of content protection software installed on SONY BMG CDs.

### **3. Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case Plaintiffs Edwin Bonner, Ori Edelstein, Joseph Halpin, Robert Hull, Andrew Klewan, John Maletta, James Michaelson, Jeffrey Potter, Tom Ricciuti, Yvonne Ricciuti, Dora Rivas, Mary Schumacher and James Springer), sue on behalf of people who have similar claims. All of these people are “the Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### **4. Why is there a settlement?**

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, both sides agreed to a settlement. That way, they avoid the risks, delay and cost of a trial, and the people affected will get compensation and other benefits as soon as possible. The Class Representatives and the attorneys think the settlement is best for everyone who bought, received or used XCP CDs or MediaMax CDs.

## WHO IS IN THE SETTLEMENT

To see if you will get benefits from this settlement, you first have to decide if you are a Settlement Class Member.

### **5. How do I know if I am part of the settlement?**

The Court directed, for purposes of this settlement, that everyone who fits the following description is a Settlement Class Member: The named Plaintiffs in the Action and all natural persons or entities in the United States who purchased, received, came into possession of or otherwise used one or more XCP CDs and/or MediaMax CDs prior to the date on which the Judgment in this Action becomes Final.

### **6. Are there exceptions to being included?**

You are not a Settlement Class Member if you are a current or former employee of any of the Defendants, or of any of their direct and indirect parent companies, including, but not limited to, Sony Corporation and Bertelsmann AG, or any of their respective divisions and direct and indirect subsidiaries, affiliates, partners, joint ventures, predecessors and successor corporations and business entities, or of any entity that manufactured, supplied, advertised, marketed distributed or sold MediaMax software, XCP software, MediaMax CDs and/or XCP CDs. Also excluded from the Settlement Class are SONY BMG-authorized resellers or distributors of the XCP CDs and MediaMax CDs; or anyone who has previously executed a release discharging Defendants from liability concerning any or all claims that are the subject of the Action.

### **7. I’m still not sure if I am included?**

If you are still not sure whether you are included, you can ask for free help. You can call (800) 242-7610 or visit [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com) for more information. Or you can fill out and return the attached claim form to see if you qualify.

## THE SETTLEMENT BENEFITS — WHAT YOU GET

### 8. What does the settlement provide?

**If you have an XCP CD (listed in Exhibit 1 to this notice), you can participate in the XCP Exchange Program.** You can exchange each XCP CD that you have for a replacement CD and an MP3 download of the same album. The replacement CD will not contain content protection software. You can exchange your XCP CDs at participating retail stores or by sending your XCP CDs to SONY BMG at no charge.

For each XCP CD you exchange, you are also entitled to one of the following two incentives:

*Incentive #1:* A payment of \$7.50 (in the form of a check or debit card), and one (1) free album download from the list of albums in Exhibit 4 to this notice.

*or*

*Incentive #2:* Three (3) free album downloads from the list of albums in Exhibit 4 to this notice.

**If you bought a Media Max CD with version 5.0 software (listed in Exhibit 2 to this notice), the following settlement benefits are available.** For each CD with MediaMax 5.0 that you bought, you are entitled to receive a free MP3 download of the same album. This download will not be content protected. In addition, you are entitled to one (1) free album download from the list of albums in Exhibit 4 to this notice.

**If you bought a MediaMax CD with version 3.0 software (listed in Exhibit 3 to this notice), the following settlement benefits are available.** For each CD with MediaMax 3.0 that you bought, you are entitled to receive a free MP3 download of the same album without any content protection.

If, in particular instances, SONY BMG cannot within a reasonable time provide a non-content protected replacement for an XCP CD, or MP3 downloads of the music on an XCP CD or a MediaMax CD, then SONY BMG will provide an alternate benefit of equivalent or greater value, in a form acceptable to Class Counsel, and in consultation with the affected class member(s).

If you cannot or do not want to download any of the albums listed in Exhibit 4, you may, after the codes entitling you to these downloads expire, return the codes to the claims administrator and receive a cash payment of \$2.00 per unused code.

**The following benefits are available to everyone who bought, owned or used an XCP CD or MediaMax CD without having to submit a claim form or take any other action:**

**XCP and MediaMax Software Updates and Uninstallers.** Utilities that allow you to uninstall the XCP software and the MediaMax software from your computer, or to update the software to fix all known security vulnerabilities, are available. An independent security expert has verified the security and effectiveness of these utilities, which are available at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com)

**Manufacturing and Distribution of Content Protected CDs.** The Defendants will not manufacture more CDs with XCP software or MediaMax 3.0 or 5.0 software and have recalled all XCP CDs.

**Fixes For Security Vulnerabilities.** The Defendants will fix any security vulnerabilities discovered in MediaMax and other content protection software placed on SONY BMG CDs. Experts will verify that any fixes provided through software updates are safe and secure.

**Collection of Personal Information.** SONY BMG has represented that it has not collected and will not collect any personal information about users of XCP CDs or MediaMax CDs through the software, other than artist, album title, and the user's IP address (which address is not aggregated with any other information, and is only logged temporarily). An independent auditor will confirm this and repeat its audits at the end of 2006 and 2007.

**Waiver of Specific Provisions of the Licensing Agreement.** The Defendants will waive certain provisions in the End User License Agreements ("EULAs") used for XCP CDs and MediaMax CDs. A list of the specific provisions that the Defendants will waive appears in Exhibit 5 to this notice.

**Future SONY BMG Content Protection Software.** If SONY BMG manufactures any CDs with content protection software before 2008, SONY BMG will ensure that:

- The CDs include labels that adequately describe the nature and function of the software;
- The software only installs with the consumer's express consent;
- A program to uninstall the software is readily available to consumers;
- Updates and relevant changes in how the software operates are meaningfully disclosed to consumers;
- An independent third party reviews the EULA for the software, and the EULA describes what the software does in understandable terms;
- An independent computer security expert verifies that the software is secure;
- The software does not provide any more information to SONY BMG's Internet servers than is necessary to make the enhanced features on the CDs work, unless the user authorizes SONY BMG to do otherwise;
- If the software is discovered to have security vulnerabilities, it will be fixed with an update, or other appropriate steps will be taken.

**9. What can I get from the settlement?**

The Defendants' changes in practices and procedures described in Section 8 will benefit all Settlement Class Members even if you do nothing. Section 8 also describes the additional benefits you can get if you have an XCP CD or a MediaMax CD and submit a Proof of Claim form.

**HOW YOU GET SETTLEMENT BENEFITS — SUBMITTING A CLAIM FORM**

**10. How can I get a replacement CD, album downloads or other settlement benefits?**

The XCP update, XCP uninstaller, MediaMax update and MediaMax uninstaller are and will be available for download at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com). You can obtain these benefits without submitting a Proof of Claim form.

**Do you have an XCP CD?**

To participate in the XCP Exchange Program and obtain replacement CDs and Incentive #1 or Incentive #2, you must send the XCP CD back to SONY BMG (at SONY BMG's expense) with a Proof of Claim form, or return the XCP CD to the place of purchase and send a receipt showing the return to SONY BMG with a Proof of Claim form. A Proof of Claim form and the instructions for sending XCP CDs back to SONY BMG are being circulated with this notice. You may also get a Proof of Claim form at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com). Read the instructions carefully, fill out the form, and return the claim form by December 31, 2006.

**Do you have a MediaMax CD?**

To receive the MediaMax compensation, you must send in a Proof of Claim form with either proof of purchase of the MediaMax CD, or with the MediaMax CD. A Proof of Claim form is being circulated with this notice. You may also get a Proof of Claim form at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com). Read the instructions carefully, fill out the form, and submit it electronically through the website or by U.S. Mail no later than December 31, 2006.

**11. When would I get my settlement benefits?**

Defendants are making several of the settlement benefits available immediately. For example, you may download the XCP update, XCP uninstaller, MediaMax update and MediaMax uninstaller at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com). You will receive the cash and music download benefits within six to eight weeks after you submit the Proof of Claim form and all required proof.

**12. What am I giving up in the settlement?**

If the settlement is approved, you will release all "Released Claims" (as defined below) against the "Released Parties" (as defined below). "Released Claims" means any and all claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities, agreements, costs, or expenses, of any nature whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims, of any and all Plaintiffs and/or Settlement Class Members arising out of any purchase or use by them of an XCP CD or a MediaMax CD, the XCP Update (as defined in the settlement agreement), the XCP Uninstaller (as defined in the Settlement Agreement), the MediaMax Update (as defined in the Settlement Agreement), or the MediaMax Uninstaller (as defined in the Settlement Agreement) or any installation or de-installation of XCP Software or MediaMax Software at any time, to the extent that such claims: (a) arise out of the Action or the Non-S.D.N.Y. Actions (as defined in the Settlement Agreement); (b) relate to any allegations that either were or could have been asserted in the Action or the Non-S.D.N.Y. Actions; or (c) which might in the future be asserted by any Plaintiff or Settlement Class Member, against any of the Released Parties that would arise out of, or relate to in any manner, directly or indirectly, any acts, facts, transactions, occurrences, conduct, representations or omissions alleged in the Action and the Non-S.D.N.Y. Actions, including, without limitation, claims respecting any disclosure, advertising or other descriptions of, or claims relating to (i) the nature, quality, value, and/or functionality of the MediaMax CDs, the XCP CDs, the MediaMax Software, MediaMax Update, MediaMax Uninstaller, XCP Software, XCP Update or XCP Uninstaller; and/or (ii) the EULAs, and/or (iii) the alleged collection by Defendants of Personal Data or IP addresses. Released Claims also include claims for abuse of process, malicious prosecution or any other claim arising out of, relating to, or in connection with the defense or resolution of the Action. For avoidance of doubt, Released Claims include claims relating to (i) the asserted costs of removing XCP Software and/or MediaMax Software from a computer or network and (ii) damages caused by negligent removal of XCP Software and/or MediaMax Software. The sole exception to the definition of Released Claims is that such claims do not include claims for consequential damage to a computer or network that may or are alleged to have resulted from interactions between the XCP Software or the MediaMax Software and other software or hardware installed on such computer or network. (For avoidance of doubt, Released Claims also do not include unalleged copyright, trademark or other claims concerning the ownership of intellectual property rights in the MediaMax Software or the XCP Software, or any uninstallers or updates thereto.)

"Released Parties" means each and all of the Defendants and each and all of Defendants' direct and indirect parent companies including, in the case of SONY BMG and without limitation, Sony Corporation and Bertelsmann AG, and each and all of each of Sony Corporation's,

Bertelsmann AG's and Defendants' respective divisions and direct and indirect subsidiaries, affiliates, partners, joint ventures, predecessors and successor corporations and business entities, and each and all of their past and present officers, directors, servants, licensees, joint ventures, sureties, attorneys, agents, consultants, advisors, contractors, employees, controlling or principal shareholders, general or limited partners or partnerships, divisions, insurers, designated management companies, and each and all of their successors or predecessors in interest, assigns, or legal representatives, and any persons or entities that have designed, developed, programmed, manufactured, supplied, advertised, marketed, distributed or sold MediaMax CDs and/or XCP CDs or software thereon.

If you bought, received or used an XCP CD or a MediaMax CD, you will be a member of the Settlement Class, unless you exclude yourself. All of the Court's orders will apply to you and legally bind you.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want to participate in the settlement and get the XCP exchange program, cash and music download settlement benefits described in Section 8, but you want to keep the right to sue or continue to sue the Defendants on your own about any of the claims that this settlement resolves, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as "opting out" of the Settlement Class.

### ***13. How do I get out of the settlement?***

If you want to exclude yourself from the settlement, you must send a letter by mail clearly indicating your name, address and telephone number and stating that you "request to be excluded from the Settlement Class in the SONY BMG CD Technologies Litigation," and you must sign the letter. You also must state the title of the XCP CD or MediaMax CD that you bought, received or used, and the approximate date of purchase. Lists of XCP CDs and MediaMax CDs appear in Exhibits 1 and 2 to this Notice.

You must mail your exclusion request postmarked no later than **May 1, 2006** — or, if you bought your CD after March 1, 2006, then **within 60 days of the date of purchase**:

SONY BMG CD Technologies Settlement  
P.O. Box 1804  
Faribault, MN 55021-1804

You can't exclude yourself on the phone or by e-mail. If you exclude yourself from the Settlement Class, you will not get any of the XCP exchange program, cash and music download settlement benefits described in Section 8, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendants in the future for the claims for consequential damage to a computer or network that may or are alleged to have resulted from interactions between the XCP Software or the MediaMax Software and other software or hardware installed on such computer or network.

### ***14. If I don't exclude myself, can I sue the Defendants for the same thing later?***

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the Released Parties for the claims that this settlement resolves. If you have a pending lawsuit bringing claims that this settlement resolves, speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **May 1, 2006 - or if you bought your CD after March 1, 2006, then within 60 days of the date of purchase**.

### ***15. If I exclude myself, can I get benefits from this settlement?***

No. If you exclude yourself, do not send in a claim form to ask for any of the settlement benefits described in Section 8. But, you may sue, continue to sue, or be part of a different lawsuit bringing claims that this settlement resolves against the Released Parties. Note: If you elect to receive any of the XCP exchange program, cash and music download settlement benefits, you cannot also opt out.

## **THE LAWYERS REPRESENTING YOU**

### ***16. Do I have a lawyer in this case?***

The Court ordered that the following lead counsel and their law firms will represent you and the other Settlement Class Members: Daniel C. Girard, Esq., Girard Gibbs De Bartolomeo, LLP, 601 California Street, Suite 1400, San Francisco, CA 94108, Telephone (415) 981-4800; and Scott A. Kamber, Kamber & Associates, LLC, 19 Fulton Street, Suite 400, New York, NY 10038, Telephone (877) 773-5469. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class Counsel and the Defendants may agree on the amount of attorneys' fees and expenses that Plaintiffs' counsel may request for legal work on behalf of the Class. Whether or not they agree, Class Counsel will submit a motion for an award of attorneys' fees and reimbursement of expenses to the Court no later than April 6, 2006. A copy of the motion will be available at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com). The Court will consider the motion at a Settlement Fairness Hearing on May 22, 2006. No matter how these issues are resolved, however, the amount of fees and expenses awarded to Plaintiffs' counsel by the Court will not affect in any way the settlement benefits to which you are entitled.

Class Counsel will also submit an application to Court by April 6, 2006 to award incentive payments in an amount not to exceed \$1,000 to each named Plaintiff in this Action and related actions pending in other courts across the country.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

**18. How do I tell the Court that I don't like the settlement?**

If you're a Settlement Class Member, you can object to the settlement or the motion for an award of attorneys' fees and reimbursement of expenses, if you wish. You can give reasons why you think the Court should not approve the settlement or award of attorneys' fees and reimbursable expenses. The Court will consider your views. To object, you must send a letter saying that you object to the proposed settlement in the *In re SONY BMG CD Technologies Litigation*. You must include your name, address, telephone number, the title of the XCP CD or MediaMax CD that you bought, received or used, and your signature. You must also state the reasons why you object. Mail the objection to each of the following addresses postmarked no later than **May 1, 2006**:

**COURT**

Clerk of the Court  
United States District Court  
Daniel Patrick Moynihan  
United States Courthouse  
500 Pearl Street  
New York, NY 10007-1312

**CLASS COUNSEL**

GIRARD GIBBS &  
De BARTOLOMEO LLP  
Daniel C. Girard  
601 California Street, Suite 1400  
San Francisco, CA 94108  
Tel. (415) 981-4800

**DEFENSE COUNSEL**

DEBEVOISE & PLIMPTON LLP  
Jeffrey S. Jacobson  
919 Third Avenue  
New York, NY 10022  
Tel. (212) 909-6000

**KAMBER & ASSOCIATES LLC**

Scott A. Kamber  
19 Fulton Street, Suite 400  
New York, NY 10038  
Tel. (877) 773-5469

**19. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because the case no longer affects you.

**THE COURT'S SETTLEMENT HEARING**

**20. When and where will the Court decide whether to approve the settlement?**

Plaintiffs' Counsel will submit a motion for final approval of the settlement to the Court by April 6, 2006. A copy of the motion will be available at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com). The Court will hold a Settlement Fairness Hearing at 9:15 a.m. on May 22, 2006, at the United States District Court, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 21A, New York, New York. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and the award of attorneys' fees and reimbursable expenses. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Plaintiffs' counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**21. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**22. *May I speak at the hearing?***

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include with your objection, described in point 18 above, the statement, "I hereby give notice that I intend to appear at the Fairness Hearing in *In re SONY BMG CD Technologies Litigation*." Be sure to include your name, address, telephone number, the title of the XCP CD or MediaMax CD that you bought, received or used, and your signature. If you intend to have any witnesses testify or to introduce any evidence at the Fairness Hearing, you must list the witnesses and evidence in your objection. Your Notice of Intention to Appear must be postmarked no later than **May 1, 2006**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses shown in the answer to question 18. You cannot speak at the hearing if you excluded yourself.

**IF YOU DO NOTHING**

**23. *What happens if I do nothing at all?***

If you do nothing, and do not submit a Proof of Claim form, you will not be able to receive the XCP exchange program, cash and music download settlement benefits or participate in the XCP Exchange Program described in Section 8. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties about the claims that this settlement resolves, ever again.

**GETTING MORE INFORMATION**

**24. *Are there more details about the settlement?***

This notice summarizes the proposed settlement. More details are in a Settlement Agreement dated December 28, 2005. You can get a copy of the Settlement Agreement by visiting [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com).

**25. *How do I get more information?***

You can call the Claims Administrator at (800) 242-7610 toll free with questions about submitting a Proof of Claim, or visit the Website at [www.sonybmgcdtechsettlement.com](http://www.sonybmgcdtechsettlement.com), where you will find answers to common questions about the settlement, a Proof of Claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for certain relief. Any other questions should be directed to Class Counsel identified in paragraph 18 above.

Date: February 10, 2006