

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

THE MUSIC FORCE LLC, doing business as FULL FORCE MUSIC, and also doing business as THE MUSIC FORCE; THE MUSIC FORCE MEDIA GROUP, LLC; BIG LEGAL MESS, LLC; FAT POSSUM, LLC (A NEVADA JOINT VENTURE); and on behalf of all those similarly situated,

Plaintiffs,

v.

VIACOM INC.; MTV NETWORKS, a division of VIACOM INTERNATIONAL INC.; and DOES ONE through TEN, inclusive,

Defendants.

Case No. CV-04-8239-ER (MANx)

CLASS ACTION

**NOTICE OF PROPOSED SETTLEMENT OF
CLASS ACTION**

Complaint Filed: October 4, 2004
Hon. Edward Rafeedie

TO: ALL PERSONS WHO ARE THE CURRENT LEGAL OWNERS OF ANY RIGHT OR CAUSE OF ACTION ARISING FROM THE COPYRIGHT IN A MUSICAL COMPOSITION OR SOUND RECORDING THAT WAS COPIED, REPRODUCED, SYNCHRONIZED, DISPLAYED, PERFORMED, BROADCAST, TELECAST, CABLECAST, SYNDICATED, EXHIBITED, TRANSMITTED, DISSEMINATED, DISTRIBUTED OR OTHERWISE USED IN CONNECTION WITH OR AS PART OF ANY TELEVISION SERIES, EPISODE, PROGRAM, MUSIC VIDEO, PERFORMANCE, ADVERTISEMENT, PROMOTION, COMMERCIAL, OR OTHER EXPLOITATION IN ANY MANNER IN ANY MEDIUM ANYWHERE WHETHER NOW KNOWN OR HEREAFTER DEvised BY OR UNDER THE AUTHORITY OF MTV NETWORKS, A DIVISION OF VIACOM INTERNATIONAL INC.

AND

ALL PERSONS WHO ARE THE CURRENT HOLDERS OF ANY MONETARY OR ROYALTY INTEREST ARISING FROM THE COPYRIGHT IN ANY SUCH MUSICAL COMPOSITION THAT IS LEGALLY OWNED BY A DEFENDANT IN THIS ACTION, AN ENTITY OR COMPANY AFFILIATED OR RELATED TO A DEFENDANT, AN ENTITY IN WHICH A DEFENDANT OR ANY RELATED OR AFFILIATED ENTITY HAS A CONTROLLING INTEREST, OR A MUSIC PUBLISHING COMPANY PRESENTLY AFFILIATED WITH ANY OF SONY BMG MUSIC ENTERTAINMENT, UNIVERSAL MUSIC GROUP, EMI MUSIC, OR WARNER MUSIC GROUP:

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM FORM POSTMARKED ON OR BEFORE JULY 2, 2007.

This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an order of the United States District Court for the Central District of California (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class action litigation and of the hearing to be held by the Court on Monday, August 6, 2007 at 10:00 a.m. to consider the fairness, reasonableness and adequacy of the settlement. This Notice describes the rights you may have in connection with the settlement and what steps you may take in relation to the settlement and this class action litigation. Unless otherwise stated, capitalized terms are defined in section IV herein.

The proposed settlement creates a Settlement Fund in the amount of \$11,500,000.00 and will include interest that accrues on the Settlement Fund prior to distribution. Class Members will be entitled to a payment from the Settlement Fund for each Musical Composition and Sound Recording for which the Class Member timely submits a valid Proof of Claim Form. Each Class Member's share of the total settlement will be determined based on the settlement terms set forth in section V below.

An Internet website has been created to give you additional information regarding the settlement and assist you in determining whether you are a class member. The website describes the Musical Compositions and Sound Recordings to which this settlement applies. To access that website, go to www.MusicForceClassAction.com.

The proposed settlement would resolve the litigation concerning Defendants that is pending in the Court, as more fully described in section I below. This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted.

This Notice is given pursuant to an order of the District Court of the Central District of California granting preliminary approval of the settlement on the terms set forth herein.

I. THE ACTION

Plaintiffs The Music Force LLC, The Music Force Media Group, LLC, Big Legal Mess, LLC, and Fat Possum, LLC commenced this action on October 4, 2004 alleging they are owners of certain musical compositions or sound recordings that were embodied without authorization in television shows and television commercials produced, distributed, and aired by MTV Networks, including, without limitation, *Making The Band*, *Real World*, *I Love The 80s*, *Driven*, *Dismissed*, and *Behind The Music*. The First Amended Complaint named as defendants Viacom Inc. and Viacom International Inc. MTV Networks is a division of the latter. Plaintiffs asserted claims for copyright infringement for themselves individually and on behalf of classes of owners of musical compositions and sound recordings, or portions thereof, that were embodied in the television shows and television commercials.

On August 29, 2005, Defendants answered the First Amended Complaint, denying any liability and asserting affirmative defenses. In September 2005, after exchanging initial disclosure materials and before commencing other discovery, the Parties commenced settlement discussions. Since that time, the Parties have exchanged information, investigated facts, and engaged in arm's-length negotiations regarding the terms and conditions of a class settlement. The Parties' settlement negotiations culminated in the execution of a Stipulation of Settlement providing for a class settlement of all claims that have been or could be asserted by Plaintiffs, for themselves or on behalf of the Classes, with respect to the use of musical compositions and sound recordings in connection with any television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised by or under the authority of MTV Networks.

II. CLAIMS OF THE PLAINTIFFS AND BENEFITS OF SETTLEMENT

After pursuing the Action for more than a year and discovering the factual and legal issues involved, Plaintiffs recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and appeals, which could substantially delay any recovery that might be obtained. Plaintiffs also have taken into account the potentially meritorious defenses asserted by Defendants and the problems of proof in the Action, including the risk that protracted and costly proceedings would lead to no recovery at all for Class Members. Based on their thorough evaluation, Plaintiffs and Plaintiffs' Class Counsel believe that the settlement is just and proper and is in the best interests of Plaintiffs and the Classes.

III. DEFENDANTS' DENIALS OF LIABILITY

There has been no adverse determination by any court against any Defendant on the merits of the claims asserted by Plaintiffs, and Defendants have denied any liability against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Nonetheless, Defendants have concluded that further litigation of the Action would be protracted, expensive and disruptive, and that it is desirable that the Action be fully and finally settled.

IV. DEFINITIONS

The following words or phrases, whenever they appear in this Notice, shall have the following meaning:

1.1 "Classes" or "Class Members" refers to the Musical Composition Class and the Sound Recording Class together.

(a) "Musical Composition Class" or "Musical Composition Class Members" means all Persons who are current Legal Owners of a musical composition or portion thereof that, without license or authorization, was copied, reproduced, synchronized, displayed, performed, broadcast, telecast, cablecast, syndicated, exhibited, transmitted, disseminated, distributed or otherwise used in connection with or as part of any television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised by or under the authority of MTV Networks.

(b) "Sound Recording Class" or "Sound Recording Class Members" means all Persons who are current Legal Owners of a sound recording or portion thereof that, without license or authorization, was copied, reproduced, synchronized, displayed, performed, broadcast, telecast, cablecast, syndicated, exhibited, transmitted, disseminated, distributed or otherwise used in connection with or as part of any television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised by or under the authority of MTV Networks.

(c) The Musical Composition Class shall also include any Persons who currently hold any monetary or royalty interest that derives from an Excluded Person's (defined below) interest as Legal Owner of a musical composition, or portion thereof, referenced in subparagraph (a) above.

(d) Excluded from the Musical Composition and Sound Recording Classes are (i) any Persons to the extent their claims as alleged in the Action have already been released and discharged; (ii) any Persons to the extent they submit a timely and valid request to be excluded from the Classes (“Request for Exclusion”); (iii) Defendants, any affiliated or related company or entity, and any entity in which a Defendant or any affiliated or related entity has a controlling interest; and (iv) each of the major record companies (Sony BMG Music Entertainment; Universal Music Group; EMI Music; Warner Music Group) and major music publishers (Sony/ATV Music Publishing; BMG Music Publishing; Universal Music Publishing; EMI Music Publishing; Warner/Chappell Music, Inc.) (collectively, “Excluded Persons”).

1.2 Unless otherwise indicated, “Defendants” are the defendants named in the Second Amended Complaint, and consist of Viacom Inc. and MTV Networks, a division of Viacom International Inc.

1.3 “Defendants’ Counsel” refers to Richard B. Kendall and Melissa R. McCormick, Irell & Manella LLP, 1800 Avenue of the Stars, Suite 900, Los Angeles, California 90067-4276, Telephone: (310) 277-1010, Facsimile: (310) 203-7199.

1.4 “Effective Date” means the date that the Stipulation of Settlement becomes effective, which shall be the first date by which all of the events and conditions specified in paragraph 7.1 of the Stipulation of Settlement have been met and have occurred.

1.5 “Final” means the first date by which all of the following have occurred: (a) all appellate rights with respect to the Judgment in this Action have expired or been exhausted in such a manner as to affirm the Judgment and (b) the Action has been dismissed with prejudice.

1.6 “Funding Date” means August 15, 2006.

1.7 “Judgment” means the judgment to be rendered by the Court.

1.8 “Legal Owner,” as used herein in reference to a musical composition or sound recording means (a) the legal owner of a copyright in the musical composition or sound recording, or portion thereof; (b) any exclusive licensee(s) of any right pursuant to such copyright to (and/or to authorize others to) copy, reproduce, synchronize, display, perform, broadcast, telecast, cablecast, syndicate, exhibit, transmit, disseminate, distribute or otherwise use the musical composition or sound recording, or portion thereof, as part of a television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised, provided that such exclusive licensee was granted the power to sue for the infringement of its rights under the license; or (c) any other holder of a past or present cause of action that may exist for the infringement of the copyright, or the rights therein, described in (a) and (b) above.

1.9 “Musical Composition” means any musical composition, or portion thereof, referenced in paragraph 1.1(a) hereof.

1.10 “Parties” refers individually and collectively to Plaintiffs, for themselves and on behalf of the Class Members, and Defendants.

1.11 “Parties’ Counsel” refers to Plaintiffs’ Class Counsel and Defendants’ Counsel.

1.12 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, retirement plan, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their spouses, heirs, predecessors, successors, representatives or assignees.

1.13 “Plaintiffs” are plaintiffs named in the Second Amended Complaint, unless otherwise indicated.

1.14 “Plaintiffs’ Class Counsel” or “Class Counsel” refers to Jeffrey L. Graubart, Law Offices of Jeffrey L. Graubart, 350 West Colorado Boulevard, Suite 200, Pasadena, California 91105, Telephone: (626) 304-2800, Facsimile: (626) 304-2807; and Maxwell M. Blecher, David W. Kesselman, and Courtney A. Palko, Blecher & Collins, P.C., 515 South Figueroa Street, Suite 1700, Los Angeles, California 90071, Telephone: (213) 622-4222, Facsimile: (213) 622-1656.

1.15 “Released Claims” refers to all claims, causes of action, or liabilities, including, but not limited to, claims for infringement, misappropriation, breach of contract, unfair business practices, or violations of any state or federal statutes, rules, or regulations, and any Unknown Claims as defined in paragraph 1.22 below, that have been, could have been, or could be asserted against Defendants and the other Released Persons arising from or with respect to the copying, reproduction, synchronization, display, performance, broadcast, telecast, cablecast, syndication, exhibition, transmission, dissemination, distribution or other use, in any medium anywhere and at any time through the later of the date of entry of the final judgment and the date on which any Person with an allowed claim receives a settlement payment, of any musical composition or sound recording, or portion thereof, in connection with or as part of any television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised by or under the authority of MTV Networks.

1.16 “Released Persons” includes without limitation Defendants and their past or present directors, officers, employees, licensees, distributors, controlling shareholders, members, principals, agents, representatives, attorneys, accountants, auditors, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates and related entities (and the representatives of such affiliates or related entities), and any other Persons and entities involved in any way in the copying, reproduction, synchronization, display, broadcast, telecast, cablecast, syndication, exhibition, transmission, dissemination, distribution or other use, in any medium anywhere and at any time through the later of the date of entry of the final judgment and the date on which any Person with an allowed claim receives a settlement payment, of any musical composition or sound

recording, or portion thereof, in connection with or as part of any television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised by or under the authority of MTV Networks.

1.17 “Second Amended Complaint” refers to the operative complaint in the Action.

1.18 “Settlement Administrator” refers to the entity selected by mutual agreement of the Parties and approved by the Court that will be responsible for administering the class notice and for the review and processing of claims. The Court has approved The Garden City Group, Inc. as Settlement Administrator.

1.19 “Settlement Costs” refer to (a) the fees and costs of Plaintiffs’ Class Counsel (the “Class Counsel Fee and Expense Award”), (b) any incentive payments awarded to the plaintiffs that have brought this Action (“Plaintiff Incentive Award”), and (c) the fees and costs of the Settlement Administrator and of any other third party retained by mutual agreement of the Parties with Court approval to assist in administering and implementing the settlement (“Administrative Expenses”).

1.20 “Settlement Fund” means a fund consisting of Defendants’ payment of \$11,500,000.00, plus such interest as may accrue after the Funding Date, less disbursements. The Settlement Fund shall be placed in an account or separate accounts with a national bank or financial institution acceptable to the Parties. Inasmuch as it would be in the best interests of the Class Members to be able to maximize the proceeds from, and minimize the risk to, the Settlement Fund, the Settlement Administrator shall invest the Settlement Fund, or a portion thereof, as directed by the Parties in 30-day or longer term Treasury securities, as directed by the Parties.

1.21 “Sound Recording” means any sound recording, or portion thereof, referenced in paragraph 1.1(b) hereof.

1.22 “Unknown Claims” means any Released Claims that any Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons that, if known by him, her or it, might have affected his, her or its decision whether to object to this settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, each of the Plaintiffs and Class Members shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Each of the Plaintiffs and Class Members, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, federal law, or principle of common law, that is similar, comparable or equivalent to section 1542 of the California Civil Code. Each of the Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but each of the Plaintiffs and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is infringing, misappropriating, fraudulent, negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge that the foregoing waiver was bargained for and is a key element of the settlement of which this release is a part.

V. TERMS OF THE PROPOSED SETTLEMENT

Plaintiffs, for themselves and on behalf of the Class Members, have agreed to settle this action with Defendants on the following main terms and conditions:

A. The Settlement Fund

Defendants agree to pay \$11,500,000.00 into the Settlement Fund on the Funding Date.

B. Deduction of Settlement Costs From the Settlement Fund

Within five business days after the Judgment in this Action becomes Final, the Class Counsel Fee and Expense Award approved by the Court shall be paid from the Settlement Fund to Class Counsel, and any Plaintiff Incentive Award approved by the Court shall be paid from the Settlement Fund to Class Counsel on behalf of the benefiting Persons.

Once the Class Counsel Fee and Expense Award is paid, the remainder of the Settlement Fund shall be allocated pro rata to the “Musical Composition Class Settlement Fund” and the “Sound Recording Class Settlement Fund” based on the total allowed Musical Composition claims and the total allowed Sound Recording claims. For purposes of computing the number of Sound Recordings to be used in making this calculation, where the Sound Recordings for two or more cues of the same Musical Composition have not been specifically identified, all the Sound Recordings for those cues shall be treated as a single

Sound Recording, unless it is determined that all the possible Sound Recordings for those cues have already been specifically identified as Sound Recordings for other cues, in which case no account shall be made for an additional Sound Recording.

All Administrative Expenses shall be identified by the Settlement Administrator as allocable to the Musical Composition Class only, the Sound Recording Class only, or to both Classes. Administrative Expenses allocable to a particular Class will be offset against that Class's Settlement Fund. Administrative Expenses allocable to both Classes will be divided pro rata based on the total allowed Musical Composition claims and the total allowed Sound Recording claims, unless the Parties agree on a more equitable allocation plan. Any Plaintiff Incentive Award shall be allocated between the Classes as directed by the Court.

C. Allocation of Net Settlement Fund

Once Settlement Costs allocable to the Musical Composition Class Settlement Fund have been fully deducted, the Settlement Administrator will distribute the Musical Composition Class Settlement Fund, less any reversion to be paid to Defendants, among those Persons with allowed claims in Musical Compositions, according to the percentage that the Person's total respective share of Musical Compositions bears to the total shares of all Persons with claims made in Musical Compositions.

Once Settlement Costs allocable to the Sound Recording Class Settlement Fund have been fully deducted, the Settlement Administrator will distribute the Sound Recording Class Settlement Fund, less any reversion to be paid to Defendants, among those Persons with allowed claims in Sound Recordings, according to the percentage that the Person's total respective share of Sound Recordings bears to the total shares of all Persons with claims made in Sound Recordings.

D. Distribution of Unclaimed Portion of Settlement Fund

For each Musical Composition or Sound Recording that is the subject of a Request for Exclusion by a Person purporting to have a 100% interest in the Musical Composition or Sound Recording, Defendants may elect reversion to themselves of the entire net settlement payment otherwise attributable to such Musical Composition or Sound Recording. If a Musical Composition or Sound Recording is the subject of a Request for Exclusion by a Person purporting to have a partial interest in the Musical Composition or Sound Recording, Defendants may elect reversion of (a) the share of the net settlement payment that is represented by that Person's partial interest, or (b) the entire net settlement payment attributable to such Musical Composition or Sound Recording. If a Person submits a Request for Exclusion with respect to some, but not all, Musical Compositions in which that Person has an interest, Defendants may deem any other Musical Composition, or any share thereof, in which that Person has, or is reasonably likely to have, an interest to be the subject of a Request for Exclusion and elect reversion with respect to such additional Musical Compositions or share thereof. If a Person submits a Request for Exclusion with respect to some, but not all, Sound Recordings in which that Person has an interest, Defendants may deem any other Sound Recording, or any share thereof, in which that Person has, or is reasonably likely to have, an interest to be the subject of a Request for Exclusion and elect reversion with respect to such additional Sound Recording or share thereof. In the event that Defendants elect reversion of the entire net settlement payment attributable to a Musical Composition or Sound Recording, or of a share thereof, the release and dismissal of claims under this Agreement shall not apply to the specific Musical Composition or Sound Recording, or share thereof, to which such election applies.

E. Claims Review and Payment

In order for a claim to be allowed, the Settlement Administrator must determine from the information made available that: (a) the claimant did not timely submit a valid Request for Exclusion; (b) the claimant timely submitted a properly completed Proof of Claim Form; and (c) the claim is valid. The Settlement Administrator's determinations regarding the allowance of claims shall be made in a just, speedy and efficient manner. Claims may be disallowed upon a finding that there is no reasonable likelihood that the claim is valid. The Settlement Administrator's determinations shall be final and binding.

If two or more Persons submit competing and inconsistent claims to the settlement recovery and the Settlement Administrator cannot reasonably determine which claim should prevail over the other, Class Counsel and Defendants' Counsel shall attempt to resolve such differences with the competing claimants informally. Absent a resolution through such means, the dispute shall be submitted to final and binding arbitration before an arbitrator to be appointed by the Court. The arbitration shall be conducted in such a manner as to afford all claimants involved a reasonable opportunity to be heard and as to reach a decision swiftly and inexpensively. Claimants will promptly receive written notice of the arbitrator's decision, which will have no preclusive or *res judicata* effect in any other proceeding. The arbitrator's fees and costs shall be borne by the claimants on such terms as the Court shall prescribe.

The settlement payment to each Person whose claim has been allowed shall be made by check drawn on the Settlement Fund. Endorsing the settlement check and depositing it for payment shall constitute an attestation under penalty of perjury under U.S. law to comply with any contractual or other legal obligations to pay royalties owing as a result of the settlement recovery. Payment of claims shall commence as soon as reasonably practicable after the Judgment in this Action becomes Final.

VI. CONDITIONS FOR SETTLEMENT

The settlement is conditioned on the occurrence of certain events described in the Stipulation of Settlement. Those events include, among other things, (1) entry of the Judgment by the Court, as provided for in the Stipulation of Settlement; and (2) expiration of the time to appeal from the Judgment. If, for any reason, any one of the conditions described in the Stipulation of Settlement is not met, the Stipulation of Settlement might be terminated and, if terminated, would become null and void, and the Parties would be restored to their respective positions in the Action as of the day and time immediately before execution of the Stipulation of Settlement, including the return to Defendants within five days of the cancellation or termination of the Stipulation of Defendants' payment of \$11,500,000 plus such interest as may have accrued after the Funding Date.

VII. RELEASE AND DISMISSAL

Upon the Effective Date, each of the Plaintiffs shall have, and each of the Musical Composition Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against all Defendants and the other Released Persons and retroactively authorized, licensed and consented to any conduct of Defendants and the other Released Persons relating to the Released Claims to the extent such conduct arises from or with respect to the use of any musical composition or portion thereof in connection with or as part of any existing television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised by or under the authority of MTV Networks.

Upon the Effective Date, each of the Plaintiffs shall have, and each of the Sound Recording Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against all Defendants and the other Released Persons and retroactively authorized, licensed and consented to any conduct of Defendants and the other Released Persons relating to the Released Claims to the extent such conduct arises from or with respect to the use of any sound recording or portion thereof in connection with or as part of any existing television series, episode, program, music video, performance, advertisement, promotion, commercial, or other exploitation in any manner in any medium anywhere whether now known or hereafter devised by or under the authority of MTV Networks.

If, after the Final Settlement and Class Certification Hearing, the Court approves the settlement, the Court shall enter a final judgment that shall:

- (a) Certify the Classes solely for purposes of the settlement;
- (b) Approve the settlement, adjudging the terms thereof to be fair, reasonable, adequate and in the best interests of the Musical Composition Class and the Sound Recording Class, pursuant to Federal Rule of Civil Procedure 23(e);
- (c) Authorize and direct performance of the Stipulation of Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the settlement provided therein;
- (d) Settle, discharge and dismiss the Action on the merits with respect to all Released Persons, and each of them, including without limitation all Released Claims, and with prejudice against Plaintiffs and all Class Members who have not submitted a timely and valid Request for Exclusion, subject only to compliance by the Parties with the terms and conditions of the Stipulation of Settlement and any order of the Court with reference to the settlement; and
- (e) Permanently bar and enjoin Plaintiffs and all Class Members from asserting, commencing, prosecuting or continuing, either directly or indirectly, derivatively, individually, representatively, or in any other capacity, any of the Released Claims as against any and all Released Persons.

VIII. APPLICATION FOR FEES AND EXPENSES

At the Final Settlement and Class Certification Hearing, Class Counsel shall request the Court to award attorneys' fees of up to 25% of the Settlement Fund, net of the amount of the Settlement Fund represented by Musical Compositions and Sound Recordings that are the subject of a timely and valid Request for Exclusion, and to award reimbursement of the expenses that were advanced in connection with the Action, and Plaintiffs shall request an incentive award of \$12,500 per Plaintiff. Such awards for Class Counsel and Plaintiffs shall include interest earned on said sums at the same rate and for the same periods as earned by the Settlement Fund. Defendants shall express no opinion as to the amount of the requested Awards, except Defendants may respond to any characterization of Defendants that is contained in the application thereof.

At the same hearing, Defendants may request that the Court reimburse expenses they have advanced, with the approval of Class Counsel, in connection with the giving of class notice and the administration of claims. Class Members are not personally liable for any such fees and costs. To date, Class Counsel have not received any payment for their services in conducting this Action on behalf of the Plaintiffs and Class Members, nor have Counsel been reimbursed for their out-of-pocket expenses. In addition, Plaintiffs have received no payment in connection with bringing this Action.

IX. EXCLUDING YOURSELF FROM THE CLASS

You may request to be excluded from the Classes. To do so, you must mail a written request to:

Music Force Class Settlement
Settlement Administrator
c/o The Garden City Group, Inc.
P.O. Box 91163
Seattle, WA 98111-9263

The request for exclusion must state: (1) your name, address and telephone number; (2) the specific Musical Compositions and/or Sound Recordings with respect to which you request to be excluded from the Classes, including the title and composers of the Musical Composition, and the title, main performing artists, soundtrack (if any), and date of first commercial release of the Sound Recording; and (3) that you wish to be excluded from the Classes. **TO BE VALID, A REQUEST FOR EXCLUSION MUST STATE ALL OF THE FOREGOING INFORMATION. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE JUNE 25, 2007.** If you submit a valid and timely request for exclusion, you shall have no rights under the settlement, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Stipulation of Settlement or the Judgment.

Any Class Member who does not properly and timely request exclusion from the Classes shall be bound by all settlements or judgments approved or entered by the Court, whether favorable or unfavorable to the Classes.

X. NOTICE OF HEARING ON PROPOSED SETTLEMENT

By Order of the Court, a hearing (the "Final Settlement and Class Certification Hearing ") shall be held before the Honorable Edward Rafeedie on Monday, August 6, 2007, at 10:00 a.m., at the United States Courthouse, 255 East Temple Street, Los Angeles, California 90012, to determine: (a) whether the proposed settlement consisting of \$11,500,000.00 in cash, plus accrued interest, should be approved as fair, reasonable and adequate; (b) whether the Judgment dismissing the Action with prejudice should be entered; and (c) whether the application for an award of attorneys' fees and expenses to Class Counsel and for an incentive award to Plaintiffs should be approved. The Court may adjourn or continue the Settlement Fairness and Class Certification hearing without further notice to the Classes. You should check the Internet website for this settlement for any notice of change in the hearing date and time.

XI. PARTICIPATION IN THE CLASSES

If you fall within the definition of the Classes, you will be bound by any judgment entered with respect to the settlement in this Action, unless you properly and timely request exclusion from the Classes. If you choose, you may enter an appearance individually or through your own counsel at your expense.

TO PARTICIPATE IN THE DISTRIBUTION OF THE SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim Form must be postmarked on or before July 2, 2007, and delivered to the Settlement Administrator at the address in section IX above. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Settlement Fund, and in all other respects will be bound by the provisions of the Stipulation and Judgment.

XII. OBJECTIONS TO SETTLEMENT AND RIGHT TO APPEAR

Any Class Member who wishes to object to the fairness of the proposed settlement or to entry of the Judgment must submit the Objection, including copies of any papers and briefs in support thereof, in writing by filing it with the Clerk of the United States Court, 255 East Temple Street, Los Angeles, CA 90012, on or before June 25, 2007, and by sending copies of the Objection by hand delivery or first class mail to the Settlement Administrator at the address given in section IX above and to the Parties' Counsel as follows:

Class Counsel
Jeffrey L. Graubart
Law Offices of Jeffrey L. Graubart
350 West Colorado Boulevard
Suite 200
Pasadena, California 91105

Maxwell M. Blecher
David W. Kesselman
Courtney A. Palko
Blecher & Collins, P.C.
515 South Figueroa Street
Suite 1700
Los Angeles, California 90071

Defendants' Counsel
Richard B. Kendall
Melissa R. McCormick
Irell & Manella LLP
1800 Avenue of the Stars
Suite 900
Los Angeles, California 90067-4276

Any Class Member who does not request exclusion from the Classes may enter an appearance in the Action at his, her or its own expense individually or through counsel of the Person's choice. All notices to appear at the Final Settlement and Class Certification Hearing must be filed with the Clerk of the Court and served on the Settlement Administrator and the Parties' Counsel by the deadline and in the manner specified in the previous paragraph. Any Class Member who does not

timely submit a notice to appear and an Objection shall be barred from speaking or presenting any views at the Final Settlement and Class Certification Hearing. Class Members who do not enter an appearance shall be represented by Class Counsel.

Any memoranda or other materials replying to an Objection to the settlement shall be filed with the Clerk of the Court and served on all the Parties' counsel seven calendar days before the Final Settlement and Class Certification Hearing. Such memoranda and other briefing shall be served on all Parties, all non-Parties who made a proper request for appearance, and any Class Member to whose Objection the memoranda or other briefing responds.

XIII. INTERIM INJUNCTION

Pending final determination of whether the class and the settlement contained in the Stipulation of Settlement shall be certified and approved, Plaintiffs and all Class Members are barred and enjoined from asserting, commencing, prosecuting, continuing or appealing, either directly or indirectly, derivatively, individually, representatively, or in any other capacity, in any action in any court or tribunal, against any of the Defendants or Released Persons, any claims that have been or could have been asserted in the Action, including without limitation the Released Claims.

XIV. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation of Settlement. For full details of the matters discussed in this Notice, you may desire to review the settlement agreement filed with the Court. A copy of the settlement agreement may be obtained by making a written request to the Settlement Administrator at the address given in section IX above.

If you have any questions about the settlement of the Action or want a Proof of Claim Form, you should consult the Internet website for this class settlement. That website address is identified on the first page of this notice. If you continue to have questions after consulting the website, you may write to Class Counsel at the addresses given in section XII above.

PLEASE DO NOT CONTACT THIS COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

DATED: April 25, 2007

BY ORDER OF UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION