

**IMPORTANT LEGAL NOTICE TO ALL MEMBERS OF THE SETTLEMENT CLASSES
FORWARD TO CORPORATE HEADQUARTERS/LEGAL COUNSEL**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
NOTA MUSIC PUBLISHING, INC., *et al.* :
 :
 : **Plaintiffs,** :
 :
 : **-against-** : **07 CV 6307 (AKH)**
 :
 : **SIRIUS SATELLITE RADIO INC.,** :
 :
 : **Defendant.** :
-----X

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND PROOF OF CLAIM

TO: ALL PERSONS OR ENTITIES WHO OWN OR CONTROL (IN WHOLE OR IN PART) EXCLUSIVE RIGHTS IN AT LEAST ONE SOUND RECORDING PROTECTED UNDER FEDERAL COPYRIGHT LAW AND/OR A SOUND RECORDING PROTECTED UNDER STATE COMMON LAW AND/OR UNFAIR COMPETITION LAW THAT WAS TRANSMITTED BY THE SIRIUS SERVICE AT LEAST ONCE DURING THE TIME PERIOD FROM NOVEMBER 1, 2005 THROUGH AUGUST 26, 2011;

-and/or-

ALL PERSONS OR ENTITIES WHO OWN OR CONTROL (IN WHOLE OR IN PART) EXCLUSIVE RIGHTS IN AT LEAST ONE MUSICAL COMPOSITION PROTECTED UNDER FEDERAL COPYRIGHT LAW OF WHICH A SOUND RECORDING EMBODYING SUCH MUSICAL COMPOSITION WAS TRANSMITTED BY THE SIRIUS SERVICE AT LEAST ONCE DURING THE TIME PERIOD FROM NOVEMBER 1, 2005 THROUGH AUGUST 26, 2011.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A LAWSUIT NOW PENDING IN THIS COURT. THIS NOTICE ADVISES YOU OF YOUR OPTIONS REGARDING THE CLASS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE SETTLEMENT FUNDS.

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the "Court").

The purpose of this Notice is to inform you of the pending proposed class action lawsuit (the "Action") and of a settlement of the Action with defendant Sirius Satellite Radio Inc. now known as Sirius XM Radio Inc. ("Sirius" or "Defendant"). The Action alleges that Defendant violated United States copyright law and state common law and/or unfair competition law concerning certain Sirius Recording Devices (defined below). To resolve the claims against it, Sirius has agreed to pay \$2,244,133 and has agreed to remedial and other relief as fully set forth in the Stipulation and Agreement of Settlement dated April 29, 2011 ("Settlement Agreement"). The Settlement Agreement is available at www.notavsirius.com. Members of the above Settlement Classes are referred to the Settlement Agreement and the terms of the Settlement Agreement are controlling.

The Court will hold a public Fairness Hearing on January 9, 2012, at 10:00 a.m., to consider whether the Settlement Agreement should be approved. The purpose of the Fairness Hearing is to determine whether the Settlement Agreement is fair, reasonable, and adequate, and also to consider the application for fees by Class Counsel and Music and Entertainment Rights Licensing Independent Network B.V. ("Merlin").

QUESTIONS? CALL TOLL-FREE 1 (888) 885-9692 OR VISIT WWW.NOTAVSIRIUS.COM

Your options are described later in this Notice and are summarized as:

1. **Remain in the Settlement Classes.** If you remain in one or both of the Settlement Classes, you must file a Proof of Claim in order to share in the settlement proceeds. The deadline for filing a Proof of Claim is April 6, 2012. If you are a member of either Settlement Class but do not file a Proof of Claim, you will still be bound by the releases set forth in the Settlement Agreement, and will be deemed to have waived the right to object to the Settlement Agreement in any action or proceeding, including an appeal, if the Court enters an order approving the Settlement. If you received this Notice by mail, you will automatically be registered to receive future Notice mailings and do not need to take further action at this time. If you are reviewing this Notice online, or received a copy by some means other than by mail from the Administrator (The Garden City Group, Inc., see “VIII” below), you must register to receive future Notices, which will contain additional important information, including information about when and how to submit a Proof of Claim. If you register, you will be mailed a Proof of Claim. You may register online at www.notavsirius.com by completing the Online Registration Form, or by downloading and mailing your completed Registration Form to In re Sirius Satellite Radio Copyright Litigation, c/o The Garden City Group, Inc., P.O. Box 9739, Dublin, OH 43017-5639. You may also call the Administrator at 1-(888)-885-9692 to register, or write to the Administrator at the address below on page 8.

2. **Request in writing to be excluded from the Settlement Classes.** If you chose to exclude yourself, you will not be entitled to participate in the Settlement. The deadline for submitting such a written request for exclusion is November 25, 2011. If you do not exclude yourself from the Settlement Class, you will be bound by the releases set forth in the Settlement Agreement, including the covenant not to sue (see Settlement Agreement at ¶49) if the Court enters an order approving the Settlement Agreement.

3. If you do not request exclusion from the Settlement Classes, you may remain a member of the Settlement Classes but object to any aspect of the Settlement. The deadline for filing an objection is December 20, 2011. To obtain more information about how and when you may file an objection, you must complete and return the attached Registration Form, unless you received this notice by mail, in which case you are automatically registered to receive further information.

I. BACKGROUND OF THE LITIGATION

A. What is a Class Action Lawsuit?

A class action is a lawsuit in which a few representative plaintiffs bring a lawsuit against defendants on behalf of themselves and other similarly situated persons. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented. Importantly, class members are NOT individually responsible for the attorneys’ fees or litigation expenses of class counsel. In a class action, attorneys’ fees and litigation expenses are paid from the settlement fund (or the court judgment amount) and must be approved by the court. When a class enters into a proposed settlement with a defendant, such as this settlement with Sirius, then the court will require that the class be given notice of the settlement and be given an opportunity to be heard. The court then conducts a hearing to determine, among other things, if the proposed settlement is fair, reasonable and adequate.

B. Summary of the Action

On July 10, 2007, Plaintiffs filed a class action complaint against Sirius in the Southern District of New York. In such complaint, Plaintiffs alleged that Sirius, from on or about November 1, 2005 forward has, by virtue of its activities in connection with the Sirius Recording Devices (defined below), infringed and violated Plaintiffs’ and members of the Settlement Classes’ rights under federal and New York law. As a result of this alleged conduct, Plaintiffs allege that they and other members of the Classes were harmed.

On February 11, 2008, Sirius answered Plaintiffs’ complaint denying all of the allegations.

The parties engaged in extensive settlement discussions beginning shortly after the filing of Plaintiffs’ complaint. These discussions included Plaintiffs’ review of documents produced by Sirius. By April 29, 2011, the parties executed the Settlement Agreement.

On or around February 10, 2009, the news media began reporting that Sirius XM was preparing for a possible bankruptcy filing.

By entering into the Settlement Agreement with Plaintiffs, Sirius does not admit that it engaged in the unlawful conduct alleged in this Action. If Sirius did not enter into the Settlement Agreement with Plaintiffs, Sirius would assert a number of defenses to Plaintiffs’ claims.

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Neither Plaintiffs nor Sirius have proven their assertions. The Court expresses no opinion as to whether Plaintiffs' allegations are correct or whether Sirius' defenses are correct.

C. Definition of the Settlement Classes

By Order dated August 26, 2011, the Court preliminarily certified the Settlement Classes and directed that this Notice be provided to the Settlement Classes. The Settlement Classes are defined as follows:

(1) Sound Recording Settlement Class

All persons or entities who own or control (in whole or in part) exclusive rights in at least one sound recording protected under federal copyright law and/or state common law and/or unfair competition law that was transmitted by the Sirius Service at least once during the time period from November 1, 2005 through August 26, 2011.¹

(2) Musical Composition Settlement Class

All persons or entities who own or control (in whole or in part) exclusive rights in at least one musical composition protected under federal copyright law of which a sound recording embodying such musical composition was transmitted by the Sirius Service at least once during the time period from November 1, 2005 through August 26, 2011.²

II. SUMMARY OF THE PROPOSED SETTLEMENT

The following description of the proposed Settlement Agreement is only a summary. The Settlement Agreement is on file with the Court at the address indicated in this Notice and is available at the official Sirius Settlement website (www.notavsirius.com).

A. Sirius' Payment for the Benefit of the Settlement Classes and Remedial Relief

On behalf of the Settlement Classes, Plaintiffs entered into the Settlement. First, Sirius has agreed to remedial relief set forth in the Settlement Agreement. This includes Sirius' agreement that prevents Sirius from including any Disaggregation Function in Sirius Recording Devices through and including at least December 31, 2011. See ¶48 of the Settlement Agreement.

Second, Sirius has agreed to pay \$1,600,000 to the Sound Recording Settlement Class for Sirius Recording Devices activated at any time through December 31, 2011.

Third, Sirius has agreed to pay \$644,133 to the Music Composition Settlement Class for Sirius Recording Devices activated at any time through December 31, 2011.

The foregoing sums were agreed to after extensive and extended negotiations and reflect the maximum that could be paid taking account of all the circumstances, including existing contractual obligations between Defendant and owners of copyrights in sound recordings and musical compositions who are not members of either of the Settlement Classes. These monies are being paid into an escrow account and will accrue interest.

¹ The following persons and entities are specifically excluded from the Sound Recording Settlement Class: (a) Sirius, the subsidiaries and affiliates of Sirius, any person or entity who is a partner, officer, director, employee, or controlling person of Sirius, or any entity in which Sirius has a controlling interest; (b) the following music labels (collectively, the "Music Labels"): Atlantic Recording Corporation; BMG Music; Capitol Records, Inc.; Elektra Entertainment Group Inc.; EMI Music North America; Interscope Records; Motown Record Company, L.P.; Sony BMG Music Entertainment; UMG Recordings, Inc; Virgin Records America, Inc; and Warner Bros. Records, Inc.; and (c) any subsidiaries, affiliates, legal representatives, heirs, predecessors, successors and assigns of any of the above excluded parties.

² The following persons and entities are specifically excluded from the Musical Composition Settlement Class: (a) Sirius, the subsidiaries and affiliates of Sirius, any person or entity who is a partner, officer, director, employee, or controlling person of Sirius, or any entity in which Sirius has a controlling interest; (b) the HFA Settlement Participants, including without limitation, Famous Music LLC; Beechwood Music Corp.; Colgems-EMI Music Inc.; EMI April Music Inc.; EMI Blackwood Music Inc; EMI Gold Horizon Music Corp.; EMI Golden Torch Music Corp.; EMI Intertrax Music Inc.; EMI Sosaha Music Inc; EMI Jemaxal Music Inc.; EMI U Catalog Inc.; EMI Unart Catalog Inc.; EMI Virgin Music, Inc.; EMI Virgin Songs, Inc.; Jobete Music Co. Inc.; Screen Gems-EMI Music Inc.; WB Music Corp.; Warner-Tamerlane Publishing Corp.; Unichappell Music, Inc.; Sony/ATV Tunes LLC; Sony/ATV Tree Publishing; Sony/ATV Gross Keys Publishing; Sony/ATV Discos Music Publishing LLC; Sony/ATV Milene Music; and Sony/ATV Acuff Rose Music; and (c) any subsidiaries, affiliates legal representatives, heirs, predecessors, successors and assigns of any of the above excluded parties.

Fourth, Sirius' additional obligations are described in full in the Settlement Agreement. In consideration for all of the foregoing, Sirius will be released from all Claims asserted against it on behalf of the Settlement Classes in the Action.

B. The Releases, Discharge and Covenant Not To Sue

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASSES WHEN THE SETTLEMENT AGREEMENT BECOMES FINAL, YOU WILL BE RELEASING SIRIUS FOR THE CLAIMS DESCRIBED BELOW, AND YOU WILL BE BOUND BY THE RELEASES IN THE SETTLEMENT AGREEMENT, INCLUDING THE COVENANT NOT TO SUE—EVEN IF YOU DO NOT FILE A CLAIM FORM OR PARTICIPATE IN THE SETTLEMENT FUND.

In exchange for Sirius' payments and additional obligations described above, members of the Settlement Classes will release their claims against Sirius that were asserted or relate to those asserted as is more fully set forth below.

"Released Claims" means both the Sound Recording Settlement Class Released Claims and the Musical Composition Settlement Class Released Claims, but does not include any claims for breach of this Settlement Agreement. As used herein and as a separately bargained for element of the Settlement, Released Claims shall be deemed to include an express waiver of any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common or international law which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

"Sirius Recording Devices" refers to any portable radio manufactured under license from Sirius and activated at any time through the end of the Term that is capable of receiving and decoding transmissions of the Sirius Service and of making recordings from such transmissions.

"Sound Recording Settlement Class Released Claims" are any and all claims, rights, demands, obligations, controversies, debts, damages, losses, suits, causes of action, damages whenever incurred or liabilities of any kind or nature whatsoever, including costs, expenses, penalties and attorneys' fees, whether known or unknown, suspected or unsuspected, in law or equity with respect to any and all plays of such sound recordings broadcast to any and all Sirius Recording Devices as against any of the Released Persons that, from the beginning of time through the date of the Final Approval Order, arise from, or are related in any way to the claims asserted in this Action, including any and all claims (i) brought or which could have been brought in this Action by Plaintiffs or by one or more members of the Sound Recording Settlement Class in connection with the recording or other exploitation capabilities and related functionality of the Sirius Recording Devices including without limitation Discontinued Units and FIFO Units; (ii) alleging that Sirius is liable to any Plaintiff or any member of the Sound Recording Settlement Class with regard to any sound recording transmitted by the Sirius Service under one or more theories of copyright infringement or any other wrongdoing alleged in this Action; (iii) arising from, or related to, the recording of Sirius' Service on Sirius Recording Devices including without limitation Discontinued Units and FIFO Units; (iv) arising from or related to, the sales, marketing and promotion of Sirius Recording Devices including without limitation Discontinued Units and FIFO Units; and/or (v) arising from, or related to, ephemeral reproductions of sound recordings on computers and other transmission equipment owned or controlled or otherwise utilized by Sirius for making transmissions as part of the Sirius Service. Nothing in this Paragraph shall be construed to release claims of any person or entity who is not a Plaintiff or a member of the Sound Recording Settlement Class.

"Musical Composition Settlement Class Released Claims" means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, suits, causes of action, damages whenever incurred or liabilities of any kind or nature whatsoever, including costs, expenses, penalties and attorneys' fees, whether known or unknown, suspected or unsuspected, in law or equity as against any of the Released Persons that, from the beginning of time through the date of the Final Approval Order, arise from, or are related in any way to the claims asserted in this Action, including any and all claims (i) brought or which could have been brought in this Action by Plaintiffs or by one or more members of the Musical Composition Settlement Class in connection with the recording or other exploitation capabilities and related functionality of the Sirius Recording Devices including without limitation Discontinued Units and FIFO Units; (ii) alleging that Sirius is liable to any Plaintiff or any member of the Musical Composition Settlement Class with regard to any musical composition (or a sound recording embodying it)

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transmitted by the Sirius Service under one or more theories of copyright infringement or any other wrongdoing alleged in this Action; (iii) arising from, or related to, the recording of any musical composition (or a sound recording embodying it) transmitted by Sirius' Service on Sirius Recording Devices including without limitation Discontinued Units and FIFO Units; (iv) arising from, or related to the sales, marketing and promotion of Sirius Recording Devices including without limitation Discontinued Units and FIFO Units, and/or (v) arising from, or related to, ephemeral reproductions of musical compositions (or sound recordings embodying them) on computers and other transmission equipment owned or controlled or otherwise utilized by Sirius for making transmissions as part of the Sirius Service. Nothing in this Paragraph shall be construed to release claims of any person or entity who is not a Plaintiff or a member of the Musical Composition Settlement Class.

“Released Persons” means Sirius, its predecessors or successors, and any of its present or former principals, officers, executives, directors, employees, agents, attorneys, shareholders, Subscribers, retail sellers, designers, manufacturers and distributors of Sirius Recording Devices, advisors, parents, subsidiaries or affiliates and associates and each of their assigns, representatives, heirs, executors and administrators. Notwithstanding any provision of this Agreement, the Released Claims in favor of the Released Persons shall not include any claims arising from or related to any recording devices used by subscribers to the XM satellite radio service (as opposed to subscribers to the Sirius Service), including without limitation the models known as the Inno, Helix, Nexus and SkyFi3, which claims were the subject of the action *Nota Music Publishing, Inc. et al., v. XM Satellite Radio Inc.*, 07-cv-4682 (LAK) (S.D.N.Y.).

“Releasers” means the Plaintiffs, the members of the Sound Recording Settlement Class, the members of the Musical Composition Settlement Class and the present or former principals, officers, executives, directors, employees, agents, attorneys, shareholders, advisors, parents, subsidiaries or affiliates and associates of the any of the foregoing persons or entities and each of their assigns, predecessors, successors, representatives, heirs, executors and administrators.

The Settlement Agreement does not settle or compromise any Claims other than those set out therein. All rights of any member of the Settlement Classes against any other person or entity other than the Released Parties are specifically reserved by Plaintiffs and the members of the Settlement Classes.

III. YOUR OPTIONS

A. Remain in the Settlement Classes

If you are a member of either Settlement Class, you will remain in that Settlement Class unless you elect to be excluded. In order to share in the settlement proceeds you must file a Proof of Claim. The Proof of Claim deadline is April 6, 2012. If you are a member of either Settlement Class but do not file a Proof of Claim, you will still be bound by the releases set forth in the Settlement Agreement, and will be deemed to have waived the right to object to the Settlement Agreement in any action or proceeding, including an appeal, if the Court enters an order approving the Settlement. As a member of a Settlement Class, your interests will be represented by the representative Plaintiffs and Class Counsel. However, you may have your own attorney appear on your behalf at your expense. If you received this Notice by mail, you will automatically be registered to receive future Notice mailings and do not need to take further action at this time. If you are reviewing this Notice online, or received a copy by some means other than by mail from the Administrator, you must register to receive future Notices and a Proof of Claim, which contain additional important information, including information about when and how to submit a Proof of Claim. If you register you will be mailed a Proof of Claim. You may register online at www.notavsirius.com by completing the Online Registration Form, or by downloading and mailing your completed Registration Form to In re Sirius Satellite Radio Copyright Litigation, c/o The Garden City Group, Inc., P.O. Box 9739, Dublin, OH 43017-5639. You may also call the Administrator at 1-(888)-885-9692 to register, or write to the Administrator at the address above.

B. Members or Affiliates of Music and Entertainment Rights Licensing Independent Network B.V.

If you are a member of the Sound Recording Settlement Class and also a member or affiliate of Music and Entertainment Rights Licensing Independent Network B.V. (“Merlin”), Merlin has agreed to file a Proof of Claim on your behalf. See Stipulation Governing Reimbursement of Expenses and Compensation of Services for Merlin at ¶4.

For these purposes an “affiliate” of Merlin is a member of the Sound Recording Settlement Class whose recordings are licensed to or distributed by a member of Merlin (for example under a distribution or aggregator agreement).

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Merlin will NOT be submitting a Proof of Claim on behalf of any members of the Musical Composition Settlement Class. Accordingly, if you are a Merlin member and also a member of the Musical Composition Settlement Class, you must submit your own Proof of Claim in order to participate in the Settlement as a member of the Musical Composition Settlement Class.

Notwithstanding the foregoing, any member or affiliate of Merlin has the right to exclude themselves from the Settlement, object to the Settlement and/or file its own Proof of Claim. Any individual action (including filing a Proof of Claim) by a member or affiliate of Merlin shall constitute that Sound Recording Settlement Class member's operative conduct and shall supersede any action taken by Merlin.

C. Publisher-Principals of The Harry Fox Agency

If you are a publisher-principal of The Harry Fox Agency and you joined the settlement negotiated by Sirius and The Harry Fox Agency dated September 16, 2010, on behalf of certain of The Harry Fox Agency's publisher-principals, then you may NOT participate as a member of the Musical Composition Settlement Class. See ¶47 of the Settlement Agreement.

If you are a publisher-principal of The Harry Fox Agency and were offered and did not join the settlement negotiated by Sirius and The Harry Fox Agency dated September 16, 2010, then you may participate as a member of the Musical Composition Settlement Class.

D. Exclude Yourself From The Settlement Classes

To exclude yourself from the Sound Recording Settlement Class and/or the Musical Composition Settlement Class, you must submit a written request that must clearly state:

(1) your name, address, and phone number;

(2) all trade names or business names and addresses that the Settlement Class Member has used, as well as any parents, subsidiaries or affiliates that owned rights in sound recordings or musical compositions at any time during the dates November 1, 2005 through August 26, 2011, who are also requesting exclusion;

(3) the name of the Action "*Nota Music Publishing, Inc., et al. v. Sirius Satellite Radio Inc., 07-cv-6307 (AKH) (S.D.N.Y.)*"; and

(4) a signed statement that "I/we hereby request that I/we be excluded from the Sound Recording / Musical Composition Settlement Class in *Nota Music Publishing, Inc., et al. v. Sirius Satellite Radio Inc., 07-cv-6307 (AKH) (S.D.N.Y.)*."

Requests for exclusion from the Settlement must be sent by First-Class mail (preferably certified mail) to Class Counsel, Sirius and the Administrator postmarked no later than November 25, 2011, to:

Class Counsel

Christopher McGrath
Lovell Stewart Halebian Jacobson LLP
61 Broadway, Suite 501
New York, New York 10006

Sirius

Michael Oberman
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036

Administrator for Settlement Classes:

In re Sirius Satellite Radio Copyright Litigation
c/o The Garden City Group, Inc.
P.O. Box 9739
Dublin, OH 43017-5639

In order to be excluded from the Settlement Classes, you must timely request exclusion in the manner set forth herein even if you have filed or intend to file your own lawsuit against Sirius based on claims that arise out of the conduct at issue in this litigation.

If you exclude yourself from the Settlement Classes, you will not be bound by the Settlement Agreement and can independently pursue claims you may have against Sirius at your own expense. However, if you exclude yourself, you will not be eligible to share in the Settlement Fund.

E. Objections

You may object to the fairness of (i) the Sound Recording Settlement, (ii) the Musical Composition Settlement; (iii) the Plan or Allocation; (iv) the amount of fees and costs, and/or any other aspect of the this Settlement. If you decide to object to any matter, you must file same with the Court by December 20, 2011.

IV. PLAN OF ALLOCATION

The Proof of Claim and Plan of Allocation are enclosed herewith. You should read each carefully before submitting a Proof of Claim or determining another course of action. Anticipated questions concerning items of the Proof of Claim are set forth on the website at www.notavsirius.com.

Subject to the foregoing, the higher the percentage of the total allegedly violative transmittals that a Settlement Class member's sound recording or musical composition constitutes, the higher percentage amount of the Net Settlement Fund that is allocated to that Settlement Class member. However, if Class Counsel determines that, after all Proofs of Claims have been submitted, the foregoing method of distribution would be cost prohibitive, then the foregoing method of distribution may be amended (with respect to the Net Musical Composition Settlement Fund) so as to give equal weight to all Qualifying Musical Compositions regardless of the number of times any such Qualifying Musical Composition was transmitted. See Plan of Allocation at ¶9.

V. FEES AND COSTS

To date, the attorneys representing Plaintiffs and the proposed Settlement Classes in this Action have not received payment for their services or reimbursement for their expenses. As noted previously, you are not personally responsible for payment of attorneys' fees or expenses. As compensation for obtaining the foregoing remedial relief and creating the foregoing common funds (as well as for their professional time and the risks they incurred by prosecuting the litigation on a wholly contingent fee basis), Class Counsel and Merlin will ask the Court for an award of attorneys' fees—to be deducted from the Settlement Funds—in an amount not to exceed one-third (or 33 1/3%) of the Settlement Fund, plus interest, as well as reimbursement for their expenses in the amount of approximately \$35,000 actually incurred in the prosecution of the litigation. Class Counsel's and Merlin's request for fees and expenses will be filed with the Court on or before December 12, 2011.

The foregoing requested fee is significantly less than just Class Counsel's total time devoted to the action multiplied by their standard hourly rates. See www.notavsirius.com and Stipulation Governing Reimbursement of Expenses and Compensation of Services for Merlin.

Class Counsel also intends to apply to the Court for an award in the aggregate amount of \$60,000 to be shared among the Plaintiff class representatives.

VI. FAIRNESS HEARING AND THE RIGHT TO OBJECT

The Court has scheduled a "Fairness Hearing" for January 9, 2012, at 10:00 a.m., to be held at Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, Courtroom 14D. At the Fairness Hearing, the Court will determine if the proposed Settlement and the proposed Plan of Allocation are fair, reasonable, and adequate. The Court will also consider Class Counsel's request for attorneys' fees and litigation expenses at the Fairness Hearing.

The time and date of the Fairness Hearing may be continued from time to time without further notice and you are advised to confirm the time and location if you wish to attend. If you do not exclude yourself from the Settlement Classes, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Settlement Agreement or other applications should or should not be approved as fair, reasonable and adequate. However, if you wish to appear you must submit a written statement, along with any materials you wish the Court to consider, which must be received by the Court (at the address provided below) no later than December 20, 2011, and must be served on Class Counsel and counsel for Sirius at the addresses set forth in III.D.4 above by December 20, 2011.

VII. CHANGE OF ADDRESS

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please enter your current information online at [www. notavsirius.com](http://www.notavsirius.com), or send it to the Administrator at:

In re Sirius Satellite Radio Copyright Litigation
c/o The Garden City Group, Inc.
P.O. Box 9739
Dublin, OH 43017-5639

VIII. ADMINISTRATOR

More information about the Settlement is available on the official settlement website at www.notavsirius.com. The website includes an email address you may use to contact the Administrator by email. You may also contact the Administrator by telephone. You can call toll free at 1-(888)-885-9692. You may also write to the Administrator at the following address:

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P.O. Box 9739
Dublin, OH 43017-5639

IX. ADDITIONAL INFORMATION

The Settlement Agreement, Complaint, and other documents filed in this Action are online, at [www. notavsirius.com](http://www.notavsirius.com) and also available for review during normal business hours at the office of the Clerk of Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007-1312. If you have questions about this Notice, the procedure for registering, or the Settlement Agreement, you may contact any of the Class Counsel listed below in writing at the following addresses:

Christopher M. McGrath, Esq.
LOVELL STEWART HALEBIAN JACOBSON LLP
61 Broadway, Suite 501
New York, New York 10006

Jeffrey L. Graubart, Esq.
LAW OFFICES OF JEFFREY L. GRAUBART, P.C.
350 West Colorado Boulevard, Suite 200
Pasadena, California 91105-1855

Joshua Graubart, Esq.
LAW OFFICES OF JOSHUA GRAUBART, P.C.
6 E. 39th Street, 6th Floor
New York, New York 10016

Steven J. D’Onofrio, Esq.
5335 Wisconsin Avenue, N.W. Suite 950
Washington, D.C. 20015

DO NOT CONTACT THE JUDGE OR THE CLERK OF COURT

Dated: August 26, 2011

BY ORDER OF THE COURT

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

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