

AFFIDAVIT OF (your name) IN SUPPORT OF MOTION TO DISMISS

STATE OF (your state))
) ss.
COUNTY OF (your county))

I, (your name), being duly sworn, depose and say:

1. I am a defendant in case of (name of your case, i.e., Slep-Tone Entertainment Corporation, et al. v. name of first defendant named in the caption, et al. Case No. (your case number), filed in the United States District Court, District of (your district), am over the age of eighteen years, am competent to make this declaration based on my own personal knowledge and have done so of my own free will, and I could testify as to the facts contained herein under oath in a court of law if called upon to do so.

2. I am in possession of (number) Sound Choice discs. The vast majority my Sound Choice discs do not have a “TM” or “®” symbol following the Sound Choice logo on the face of the disc, and none of the Sound Choice discs in my collection have the TM or ® mark next to the Sound Choice logo when the disc is actually played, and the Sound Choice logo is displayed on a television screen.

3. Sound Choice discs do contain a warning of a different nature which, if followed to the letter, would not allow for any karaoke performance at any public venue. Such “karaoke shows” are now, and have always been, Slep-Tone’s and all other karaoke disc manufactures’

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bread and butter as the shows introduce people to karaoke, and most karaoke discs are sold to KJs specifically for that purpose. The warning states,

WARNING: THIS MATERIAL IS PROTECTED BY FEDERAL COPYRIGHT LAWS, UNAUTHORIZED DUPLICATION, PUBLIC PERFORMANCE, OR BROADCAST IS A VIOLATION OF APPLICABLE LAWS. THESE ARE PROFESSIONAL RE-CREATIONS AND NOT RENDITIONS BY THE ORIGINAL ARTIST. *See Exhibit 4, para. 3.*

4. Sound Choice has a safe harbor website at www.scsafeharbor.com. Some of the quotes from the Sound Choice safe harbor website are as follows:

If you are playing directly from original Sound Choice discs, you are operating legally, from Sound Choice's perspective. We can't speak for other parties, such as other producers, music publishers, or ASCAP/BMI/SESAC.

* * * *

We will use the information you provide us to verify that you are operating legally--or, if not, to help you get legal and square with our policies. We may also use that information against you in a lawsuit, if that becomes necessary. We may also use your information to notify you about developments in the karaoke industry that you might be interested in, or, with your permission, to tell you about karaoke products you might want to buy.

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Dose signing up guarantee I won't get sued?

No. The safe harbor applies to non-owner venues, not to hosts.

See www.scsafeharbor.com/hostfaq.php.

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If you don't want to play from CDs, we understand. A large collection of CDs takes up a lot of space. Bringing your CDs to a venue exposes them to theft and loss. CDs can get scratched from too much handling. If you choose the convenience of a hard drive system, we understand the technical reasons for doing so. But, let's be clear: For legal reasons, Sound Choice does not authorize the

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use of hard drive systems to play our karaoke music commercially. But we will agree not to sue you for "media-shifting" the contents of our CD+Gs or MP3+G discs if you follow our media-shifting policy

See www.scsafeharbor.com/stayinglegal.php.

5. In a response to a Sound Choice hate site, www.soundchoicesucks.com, Kurt Slep, the CEO of Slep-Tone Entertainment Corporation and Sound Choice, wrote,

IN ALL CASES, we have more evidence than is named or given in our complaints - but there is not a need to show our hand in our legal filings. The opposing party can ask to see that evidence during their depositions if they decide to fight. However, we cannot legally file without legitimate legal grounds and for those whose OPINION is that we don't, if you are named in a future suit, you can follow that tact at your own risk. We do not need to have all details on an individual before filing and/or serving someone - the clerk of court's office has resources at its disposal for finding people when it comes time to serve them. If you are really interested in our methodology, we are trying to keep our costs low so that we can keep your settlement costs low. But we are following local laws in all of our actions, although we are filing in Federal court, since Trademark infringement is a Federal offense.

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We do not have the rights from the Music Publishers (who represent the song writers) to grant the transfer of our music from the CDG to a hard drive, that is why we have not licensed "hard drives" per se. HOWEVER, we are willing to not take action (although, nor indemnify) a KJ who chooses to do so for reasons of ease of operation PROVIDED THAT HE HAS A LEGALLY PURCHASED DISC FOR EACH AND EVERY SONG ON EACH AND EVERY HARD DRIVE (or CAVS type) SYSTEM. That is what we (and KIAA) are referring to as "1:1".

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If any of you have followed recent court cases filed by the RIAA against file sharers, you have seen average settlements in the range of \$80,000 PER SONG, which is still only about half the maximum for copyright infringement. Trademark is \$200,000 per mark with that going up to \$2,000,000 for willful infringement. And these cases were against home users; in our suits, there is commercial use of

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our IP, thus very few “personal” protections and higher penalties – there is no “fair use” provision for commercial use of federally protected intellectual property rights....

See www.soundchoicesucks.blogspot.com/2010/02/statement-from-sound-choice-ceo-kurt.html.

Further Affiant Sayeth Naught.

Dated this _____ day of _____, 2012.

(your name)

SUBSCRIBED and SWORN to before
me this _____ day of _____, 2012.

NOTARY PUBLIC in and for said
COUNTY and STATE