

# **EXHIBIT A**

## **STATEMENT OF CBS RADIO**

CBS Radio has in place policies and procedures concerning conflicts of interest and compliance with federal and state laws prohibiting acceptance of unacknowledged payments by record labels to radio stations for airing music. Certain CBS Radio station employees, in the course of their employment, engaged in wrong and improper conduct which violated CBS Radio policies. CBS Radio acknowledges that its policies and procedures can be improved so as to further enhance the prospects for company-wide compliance. The business practices agreed to with the Attorney General will set a new and higher standard for best practices in radio broadcasting.

# **EXHIBIT B**

## BUSINESS PRACTICES

- I. Within ninety (90) days of the effective date of this Assurance and Stipulation (hereinafter "Agreement"), CBS Radio shall undertake (to the extent not already undertaken) the following business reforms. CBS has in place certain practices and procedures concerning the conduct of its employees. Nothing in this Assurance shall be read to suggest that any of its terms are, or are not, addressed by such policies.
  
- II. Definitions:
  - A. **CBS Radio**: CBS Radio means any employee, director, officer, principal, division, subsidiary, joint venture or representative of CBS Radio or any other person or entity whose acts, practices or policies with respect to Broadcast Stations are directed or controlled by CBS.
  
  - B. **Broadcast Station**: Broadcast Station means any entity that broadcasts music or develops music programming for broadcast over the air to consumers in the United States with the exception of Television.
  
  - C. **Record Label**: Record Label means any entity that manufactures or distributes audio recordings of music, and includes any artist that is under contract to a Record Label, and any of the Record Labels' or artists' representatives.
  
  - D. **Spin Detection**: Spin Detection means the detection of a song by any Airplay Monitoring Company for use in any report compiled by, or with data provided by, that Company.
  
  - E. **Airplay Monitoring Company**: Airplay Monitoring Company means Nielsen Broadcast Data Systems, Mediabase 24/7 or any other nationally recognized company or entity that tracks or monitors Broadcast Station airplay in the United States for the purpose of charting or ranking music.
  
- III. Impermissible Activity
  - A. CBS Radio shall not solicit, receive or accept anything of value from a Record Label or Record Label employee, including anything of value to be distributed to a Broadcast Station contest winner, except as set forth in ¶ IV.
  
  - B. CBS Radio may engage in the activity set forth in ¶ IV subject to the following restrictions:
    1. CBS Radio shall not use any of the activity set forth in ¶ IV in, or as part of, an explicit or implicit exchange, agreement or understanding to provide or increase airplay for any Record Label without sponsorship identification.

2. CBS Radio shall not solicit, receive or accept any cash, gift cards, gift certificates, or any monetary payment from a Record Label for any of its employees, or for payment to any contest winner.
3. CBS Radio shall not solicit, receive or accept cash, gift cards, gift certificates, or any monetary payment from any Record Label except in compensation for advertising and commercial transactions set forth in ¶ IV.
4. CBS Radio shall not solicit, receive or accept payments from Record Labels for the broadcast of all or part of a song (such as a spin program) for the purpose of generating Spin Detections, except as set forth in ¶ V.

#### IV. Permissible Activity

CBS Radio may engage in the following activity subject to the restrictions set forth in ¶ III and the mandatory disclosure and documentation requirements set forth in ¶ V:

- A. **Contests or Giveaways:** CBS Radio may solicit and accept items of value to give away on the air or at a Broadcast Station event or to charity to persons or entities other than Broadcast Station employees or their relatives.
- B. **Commercial Transactions:** CBS Radio may enter into commercial transactions with Record Labels pursuant to which it may license, sell or otherwise agree to distribute Record Labels' songs or records.
- C. **Advertising:**
  1. CBS Radio may accept payments for advertising from Record Labels.
  2. CBS Radio may accept payments for the broadcast of music from Record Labels on syndicated Radio programs ("Syndicated Radio Advertising").
- D. **Artist Appearances and Performances:** CBS Radio stations may arrange for artists to appear or perform at events it sponsors, including under circumstances where a Record Label has subsidized reasonable costs related to the appearance or performance.
- E. **Nominal Consideration:**<sup>1</sup> Each CBS Radio station may receive, from Record Labels, promotional items that do not exceed \$25 in value. Examples of such items include: T-shirts, key chains, coffee mugs, baseball hats, posters, pens, bumper stickers, and plaques commemorating

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<sup>1</sup> Dollar amounts in this section may be adjusted for inflation based on the Consumer Price Index.

an artist achieving “gold record” level sales. Such items may be for Broadcast station employees’ personal use. In addition, CBS Radio may accept the following items of value from Record Labels:

1. **CDs**: Any CBS Radio station may accept electronic copies of songs, and up to 20 copies of the same CD, for the purpose of becoming familiar with recordings as relevant to the workings of the station. CBS Radio may also accept electronic copies of recordings for posting on Broadcast Station websites, submitted to CBS Radio for the purpose of familiarizing visitors to Broadcast Station websites with the artists’ recordings.
2. **Concert tickets**: Each CBS Radio Broadcast station may accept up to 20 tickets per concert and up to 20 tickets per industry event to be used by Broadcast Station employees for the purpose of familiarizing themselves with artists.
3. **Modest personal gifts for life events and holidays**: Employees of CBS Radio may accept reasonable gifts from Record Labels commemorating life events and holidays. A “reasonable” gift is one whose value the employee should have reason to believe is \$150 or less.
4. **Meals and entertainment**: CBS Radio may accept payment for meals and entertainment for its employees in an amount not to exceed \$150 per person, per event, provided that the event is attended by a CBS Radio employee and has a legitimate business purpose, and the payment is consistent with the value of the meals or entertainment. CBS Radio may accept payment for meals and entertainment from Record Labels in an amount that exceeds \$150 per person provided that the event is attended by a CBS Radio employee, has a legitimate business purpose and is approved in writing by the Compliance Officer, as that term is defined in § VIII-A.
5. **Travel and lodging expenses**: CBS Radio may accept from Record Labels reasonable travel and lodging expenses for its employees to attend live performances or appearances by artists for the purpose of familiarizing Broadcast Station employees with live performances or appearances by the Record Labels’ artists as relevant to the workings of the Station. Each Broadcast Station shall be limited to 20 such trips annually, to be allocated among the stations’ employees at CBS Radio’s discretion. For purposes of this provision, reasonable travel expenses means commercial airfare (coach\ class), train or car service within 24 hours after the conclusion of the live performance, event or appearance. All travel and lodging expenditures must be approved in advance and in writing by the relevant General Manager.

V. Mandatory Disclosure and Documentation

A. CBS Radio shall disclose and document all activity set forth in ¶ IV as follows:

1. **Contests or Giveaways:** In each instance where CBS Radio accepts an item from a Record Label to give away on the air as set forth in ¶ IV A, CBS Radio shall:
  - a. Make an on-air announcement at the time of any programming concerning the contest that the item is being sponsored by the Record Label; and
  - b. Verify in writing to the Record Label that: (1) the item of value will be given away to people other than the employees of the Broadcast Station or Broadcast Station program, or their relatives; and (2) CBS Radio has not provided or increased airplay in connection with the Record Label's provision of the item.
  - c. For items that exceed the monetary reporting threshold established by the Internal Revenue Service, CBS Radio shall maintain a record verifying that a contest winner has been selected, including the full name, address and social security number of the recipient(s) of the prize.
2. **Sales of Advertising:**
  - a. Advertising: Infinity shall not offer or sell advertising time to a Record Label on a CBS Radio broadcast, when the advertisement contains at least 60 seconds of the music of an artist, unless before the advertisement is broadcast, it notifies the Airplay Monitoring Companies in writing of:
    - (i) the general time frame and date(s) of the broadcast of the advertisement;
    - (ii) the length of the broadcast of the advertisement;
    - (iii) the station(s) on which the advertisement is to be broadcast; and
    - (iv) the fact that the broadcast is an advertisement and is not intended for detection by the Airplay Monitoring Companies.
3. **Artist Appearances and Performances:** Before confirming an appearance or performance by an artist at an event sponsored by CBS Radio, CBS Radio shall provide a letter to the artist's Record Label, signed by the sponsoring station's general manager, licensee, owner or other authorized senior executive other than a

member of the programming personnel of the station verifying that the artist's appearance or performance at the event is not being provided in an explicit or implicit exchange, agreement or understanding to grant or increase airplay of the recordings of the artist or its Record Label.

B. **Databases:** Within 240 days of the effective date of this Agreement, CBS Radio shall establish and maintain a database or databases of all items of value received by CBS Radio from Record Labels. CBS Radio shall maintain all documentation of expenditures required by this Agreement in the database(s) or in hard copy for a period of not less than five (5) years. The database or databases shall:

1. track and generate reports by Record Label and Broadcast Station; and
2. be readily searchable by the categories of expense set forth in ¶ IV.

#### VI. Independent Promoters

A. CBS Radio shall not accept any funds from independent promoters.

#### VII. Standards of Conduct and Training

A. CBS Radio has adopted Standards of Conduct consistent with this Agreement (the "CBS Radio Standards of Conduct"). CBS shall not amend its standards in any way that is contrary to, or inconsistent with, this Agreement.

#### VIII. Monitoring Compliance and Reporting

A. **Compliance Officer:** CBS Radio will appoint a Compliance Officer, who shall be approved by the Attorney General. CBS has nominated Stephen Hildebrandt, Senior Vice President and Deputy General Counsel, CBS Radio, for this post, and the consent of the Attorney General has been given.

The duties of the Compliance Officer will include responsibility for the following:

1. Implementing and supervising the training program as set forth in the CBS Standards of Conduct for all CBS Radio programming personnel and all employees with supervisory authority over programming personnel.
2. Maintaining a hotline for employees to call the Compliance Officer to obtain advice on compliance with the CBS Standards of Conduct, and report violations of the Standards of Conduct.
3. Implementing procedures designed to ensure CBS Radio's compliance with the Standards of Conduct.



4. Monitoring, on an ongoing basis, CBS Radio's compliance with the CBS Radio Standards of Conduct and all procedures and systems designed to ensure CBS Radio's compliance with this Agreement.
5. Reporting, on a quarterly basis, to the General Counsel of CBS Radio regarding the status of CBS Radio's compliance with the Standards of Conduct.

- B. **Annual Reports to the Board of Directors and the Attorney General:** The Compliance Officer shall submit annual reports to the CBS Radio Board of Directors and the Attorney General concerning CBS Radio's compliance with this Agreement and with the Standards of Conduct for a period of five years from the effective date of this Agreement.
- C. **Implementation Report:** CBS Radio shall provide a written report, within 120 days of the effective date of this Agreement, to the Attorney General that details CBS Radio's implementation of the terms of this Agreement.

IX. Term

- A. The term of this agreement shall be five years, except as to any prohibition on the undisclosed exchange of airplay for consideration, as to which the Agreement shall not terminate, unless there is a material change in state or federal law relating to such conduct after five years from the effective date.

# **EXHIBIT C**

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S BARSTOOL, NORM [8]

CON #	ADVERTISER	(AREA)	FEB	MAR	APR	MAY	JUN	JUL
9622	ARISTA RECORDS	( 1 )	480	120	0	0	0	0
9660	ISLAND RECORDS	( 1 )	1,080	900	0	0	0	0
9825	J RECORDS	( 1 )	550	0	0	0	0	0
9851	J RECORDS	( 1 )	850	0	0	0	0	0
9826	J RECORDS	( 1 )	750	0	0	0	0	0
9623	MCA RECORDS	( 1 )	2,580	0	0	0	0	0
9549	REPRISE	( 1 )	0	720	0	0	0	0
TOTAL LOCAL DIRECT			6,290	1,740	0	0	0	0
TOTAL FOR BARSTOOL, NORM [8]			6,290	1,740	0	0	0	0
TOTAL MISSES			0	0	0	0	0	0
ADJUSTED BARSTOOL, NORM [8]			6,290	1,740	0	0	0	0

*Make Done -  
 Please take sure  
 we collect this  
 if Norm's  
 Advice!  
 [Signature]*



To: Kevin Murphy  
Fr: John McCrae

Anything But Accepted

98 PXY  
Playlist For  
06/16/03 - 06/22/03

PD: Mike Danger

Surround  
Miles  
Pending  
Investigation

- ① Thalia Ft/ Fat Joe
- ② Chingy
- ③ Sugar Ray
- ④ Nick Lachey
- ⑤ Trapt
- ⑥ Smash Mouth
- ⑦ Jason Mraz
- ⑧ Da Brat

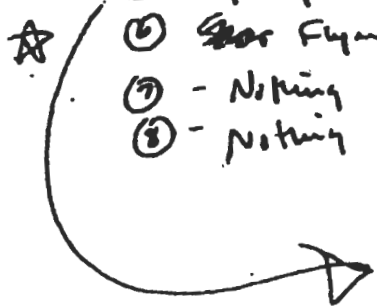
- I Want You
- Right Thurr
- Is She Really...
- Shut Up
- Headstrong
- You Are My #1
- The Remedy
- In Love Wit Chu

- ~~Virgin~~
- ~~Capitol~~
- Atlantic
- Universal
- ~~WB~~
- ~~Interscope~~
- Elektra
- So So Def

- ① \$1000 concert tip - Zoo
- ② Flight - Flying to EC → Hotel → Air - on-air (July 9th)
- ~~③ [unclear] to [unclear]~~

July ① Flying to Las Vegas for "New Yorks" taping - on-air

- ⑤ Flying to NYC for M. Branch on "Today" Done
- ⑥ Star Flying to NYC for "How to D-1" premier - Done
- ⑦ - Nothing
- ⑧ - Nothing



RECEIVED

AUG 24 2006

OFFICE OF THE ATTORNEY GENERAL  
NEW YORK CITY OFFICE



To: Infinity Program Directors  
From: Steve Kingston, Kevin Weatherly  
Subject: Pearl Jam

Date: Friday, March 7, 2003

cc: Andy Schwan, Eric Logan, Maria Rodriguez

Since many Pearl Jam markets are reaching the half way point on our Pearl Jam tour, we want to reiterate the importance of living up to the spirit and letter of our promotional agreement with the band, Epic Records/SONY and Real Networks.

In exchange for REALNETWORK'S \$275,000 in promotional support, it's imperative REAL copy points be included in the appropriate spots, and in the right context in the Pearl Jam "deck" provided each station.

You must supply winner names and other necessary information to your local EPIC/Sony music representative no later than March 21st. In addition, please send local winning information to Maria Rodriguez at mrodriguez@krocmedia.com. She will be sending you all photos of contest fulfillment.

Below is the list of label contacts, by city or region:

Harvey Leeds will handle:

- New York City
- Los Angeles
- Philadelphia
- Washington DC
- Boston (WBCN Only - the local will handle WBCN)

Southeast

Northwest/Northern CA

Los Angeles--will handle Vegas

Athens/Miami

INFINITY 0006591

NYAG 3

Cleveland/Detroit

Chicago

Texas

ic.com

MidWest

New York

Dallas/Phoenix

Boston

**Label/and expectations -** Though a specific number of spins were not explicitly guaranteed to you on your behalf, what was made clear to everyone prior to opening was the probability and the need for support and airplay of either "Thumbing My Way", or "Get Right" on your stations. Our goal was that 2-3 spins per day will generate the kind of response we're looking for in regards to both the promotion and on the street at retail....

Here's is the link which will navigate you to the Infinite Promotions site:

[\[Redacted Link\]](#)

Each station must register call letters, and also be a participant. There are step by step instructions on each of the 4 step process. Please, follow directions!

Use the site to post information in regards to number of product, sales potential, comments, complete winner information and to download audio of promotional announcements and all content.

To:

From:

Re: Zone adds

Date: July 17, 2001

Here's what we've added on the Zone & a summary of our returns from the record labels:

4/3

Fuel  
Rehab (Zone show 5/17 at Water St.)  
Depeche Mode  
U2  
New Found Glory  
(20 pairs of Blink 182 tickets for 7/23 & Blink NYC flyaway for 5/4)

4/10

Green Day  
R.E.M.  
Limp Bizkit  
Eve 6 (D. Matthews Band flyaway to New Mexico 5/01)  
Lucky Boys Confusion (15 pairs of Staind tickets, Rochester 4/15)  
G. Love & Special Sauce

4/17

Linkin Park  
DMB  
Tantric  
Ours  
Weezer

4/24

No Adds



9  
5/1

Sum 41  
Saliva

5/8

Tool  
Prime STH (\$2,000 billback)  
Coldplay (10 pairs of tickets to Toronto show 5/01)  
Blink 182

5/15

Nine Inch Nails

5/22

Unloco  
Godsmack (\$2,500 billback)

5/29

The Calling  
3 Doors Down  
311  
D. Navarro  
Fuel  
Bliss 66

6/4

Stone Temple Pilots  
Spacehog

6/11

Cold  
Cake

**The Wiseguys  
Alien Ant Farm**

**6/18**

**Gorillaz  
New Found Glory (10 pairs Blink 182 on 7/23 & on-stage prize)  
Crystal Method**

**6/25**

**American Hi-Fi  
Grand Theft Audio  
The Verve Pipe**

**7/3**

**Limp Bizkit  
Jimmy Eat World (Uncle Kracker flyaway/S.F. 7/14)**

**7/10**

**Pennywise  
Weezer  
Scalegoat Wax**

**7/17**

**Ben Folds**

**I'll summarize these onto an Excel spreadsheet very soon. I'm  
having Fred create a new multi-page file for both Zone & PXY adds.**

**McCrae, John F**

---

**From:** Thursday, October 07, 2004 3:52 PM  
**Sent:** dangar  
**To:** jmc  
**Subject:** WPXY Billing for the past two weeks

14

9/27

JMA  
Lindsay Lohan \$1000  
Trick Daddy-90

Cooper  
Erinam-9400  
Bilney Spears-90

10/4

JMA  
Gwen Stefani-9400  
Nelly-9300

Cooper  
Joss Stone-91000  
NORE-9800

10/4

VP Top40 Promotion  
Jeff McClusky & Associates

**McCrae, John F**

---

**From:** McCrae, John F  
**Sent:** Tuesday, September 28, 2004 1:30 PM  
**To:** R Cooper  
**Subject:** RE: Priorities for 9/28.....

Rick,  
You may call in Eminem this week.  
-jrs

John McCrae  
Vice President Programming  
INFINITY RADIO ROCHESTER  
1700 NYSB Plaza  
Rochester, NY 14604

*The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, dissemination, distribution or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you have received this in error, please contact the sender and delete the material from any computer.*

----- Original Message -----  
**From:** R Cooper  
**Sent:** Tuesday, September 28, 2004 1:25 PM  
**To:** john.mccrae/  
**Subject:** Fw: Priorities for 9/28.....

----- Original Message -----  
**From:** R Cooper  
**To:** McCrae, John F  
**Sent:** Tuesday, September 28, 2004 10:26 AM  
**Subject:** Priorities for 9/28.....

Hi John,

My priorities for this week, in order, are:

**Eminem:** This is a one week record for me and I know Mike is already spinning it

**Tichdaddy:** This is important because I am negotiating with Atlantic for a Ryan Cabrera show for you guys on 12/16

**Lindsay Lohan:** HUGE \$\$\$!!!!!!!

Joe Stone

9/28/04

- Good Charlotte
- Christina Milian
- 3-Days Grace
- Crossfade
- Jo jo
- Simple Plan
- Yellowcard
- Thelast
- Coop



Rick Cooper  
Customer Service Manager



9/28/04

NYAG 10

INFINITY 0008070

From:  
Date: 01/13/2003 07:12:41  
To:  
Bcc:  
Subject: Re: Celine Promotion

t@Sony\_Music

Jo, as you can see by this email --- the Celine Infinity promotion is NOT for opening night. Please advise.

Vice President Promotion / Operations  
Epic Records

----- Forwarded by Jeff Bardin/NY/Music-US/SONY on 01/13/2003 10:10 AM -----

10/25/2002 09:37 AM

To:  
cc:

Subject: Re: Celine Promotion

Just so everyone is clear, fulfillment of this promotion will be in April, not in March. Dates to be determined based on ticket availability.

10/25/2002 09:35 AM

To:  
cc:

Subject: Celine Promotion

Lori,

This Celine Promotion could be a good opportunity to use the vouchers. The prizes will be given away in December and fulfillment is in March (giving us plenty of time to meet the restrictions). The markets are solid. Please advise.

----- Forwarded by

on 10/25/2002 09:32 AM -----

10/24/2002 07:02 PM

To:  
cc:

Subject: Celine Promotion

SONY00046654

NYAG 11

Epic Records has agreed to provide a Celine Dion promotion for each mainstream adult Infinity radio station. The promotion will consist of winner and guest from each market being flown roundtrip to Las Vegas for a Celine Dion performance at Caesar's Palace. Two nights hotel stay and tickets to the performance will be provided by Epic Records. There will be one grand prize (meet Celine, play BlackJack with Celine, have lunch with Celine) to be determined before the promotion airs. This e-mail also confirms each of the following stations has agreed to report "Goodbye's" on October 28th, 2002. Please call me if tomorrow if you have any further questions.

**Infinity Stations**

**KOMJ  
WRM  
KVIL  
WRCH  
WLTE  
WLIF  
WJYE  
WEAT  
WDOK  
KEEK  
KYM  
KSRC  
KBAY**

**Warmest Regards,**

**VP of Pop Promotion/Adult Formats  
Epic Records**

From:  
Date: 03/19/2003 15:09:02  
To:  
Cc:

Subject: RE: Ticket Distribution

groan...i spoke too soon, i left WCMF in Rochester off the list. attached below, my apologies

marie

-----Original Message-----

From:  
Sent: Wednesday, March 19, 2003 3:47 PM  
To: '  
Cc: '

My Dearest Harvey, attached please find what I "believe" is the correct version of the lists we have been tossing about.

baahhhhhh

xoxo

Marie Rodrigues  
Manager, Marketing & Programming  
WXRK/92.3 K-ROCK  
mrodrigues@krockradio.com  
212-314-9230  
212-314-9338 (fax)  
www.krockradio.com

-----Original Message-----

From:  
Sent: Tuesday, March 18, 2003 6:58 AM  
To: '  
Cc: '

Subject: RE: Ticket Distribution

Your list is NOT the most recent ....you, and everyone at SONY were given updated information, as stations were added and eliminated....you and I had this conversation.....Fabi will E mail you the correct list..Take your coat off....SK

-----Original Message-----

From:  
To:

SONY00046883

NYAG 13



Cc:

;.com;

.com

Sent: 3/17/2003 6:20 PM

Subject: Re: Ticket Distribution

Steve - below are yours station breakdowns from today and from 2/19. Your memo of 2/19 consisted of 420 flyaways and today's is 494. We've been operating on the list from 2/19. The hotel is sold out, airlines are booked due to the holiday schedule and Joel and Jacqueline say KITS never even ran this contest. In addition your 2/19 memo never listed the following stations:

KLLC  
KYKY  
WNOX  
KIMN  
WEPT  
WKRQ  
KZZO  
KEZR  
WNOX  
KAMX  
WMC  
WTIC  
WCMF  
WCMF

you've also removed KINK and WKRT.

All in all you re listing 74 more plane tickets and 37 hotel rooms that I don't have to give.

This is not what we talked about and now I don't know what we're going to do.

----- Forwarded by on 03/17/2003 06:05 PM -----

To:

cc:

Subject: RE: Pearl Jam

Station Breakdown

02/19/2003 05:25

PM

SONY00046884

NYAG 14

Joel & Harvey,

Attached please find the station breakdown (Alternative & Adult) for the Pearl Jam promotion including ticket distribution.

These numbers have not been distributed to any stations, each station was individually given their ticket allocations.

If you have any questions, please feel free to call us. Thanks!!

Marketing & Programming Manager  
WXRK/92.3 K-ROCK NY

.com

(P)

(F)

www.krockradio.com

-----Original Message-----

From: .com]  
Sent: Tuesday, February 18, 2003 4:38 PM  
To: .com  
Subject: Pearl Jam

Steve,  
These are a list of stations that are running the Pearl Jam promotion.  
Can you tell me how many tickets each station has been promised?

ALTERNATIVE

New York	WXRK	
San Francisco		KITS
Wash DC	WHFS	
Boston		WBCN
Phoenix		KZON
Cleveland	WXTM	
Cincinnati	WAQZ	
Orlando		WOCL
Las Vegas	KXTE	
Memphis	WZFS	
West Palm	WPBZ	
Rochester	WZNE	

ACTIVE ROCK

Philadelphia		WYSP
Portland	KUFO	

TRIPLE A

Chicago	WXRT (working on)	
---------	-------------------	--

HOT AC

Boston		WBXX
Las Vegas	KDDB	
Cleveland	WQAL	

SONY00046885

00:24:11

To:  
Subject: Re: message for you from DI...

The main problem with this promotion is that Infinity Radio and Steve Kingston have not met their obligations which they agreed to when offered this promotion. They had agreed, in exchange for this event,

03/06/2003 07:47 AM

To:  
CC:  
Subject: message for you from DI...

see below....

----- Forwarded by : on 03/06/2003 07:46 AM -----

03/06/2003 06:37 AM

To: .com  
CC:  
Subject: Fw: Fwd: Pearl Jam Update

Kim pls email to

-----  
Sent from my BlackBerry Wireless Handheld (www.BlackBerry.net)

From:  
Sent: 03/06/2003 05:11 AM  
To:  
Subject: Fwd: Pearl Jam Update

Hi Donny. Sorry but i am hoping that you might be able to light some fires. It may not be possible at this point, if not, i understand. The Orlando promotion seems to be going nowhere. If you remember from my memo, we gave up a high paying shed gig so that we could provide Epic with a club show that Infinity radio stations could fly contest winners to. We were promised a minimum of six weeks of heavy promotion and airplay leading up to this club show. I am afraid that this \$250,000 (we secured this money) dollar promotion is dismal at best. KROQ in la.....6 spins and they are sending 100 winners. I asked for (three weeks ago) reports on promotions and airplay and the enclosed email from Joel Klaiman is all i have received. It seems to be a big waste of time and money and I feel bad that I even talked the band into it. Any ideas?

Thanks,  
Kelly

Return-Path: <.com>  
Received: from rly-xe03.mx.aol.com (rly-xe03.mail.aol.com [172.20.105.195]) by air-xe03.mail.aol.com (v90\_r2.5) with ESMTTP id MAILINXE31-0305191824; Wed, 05

SONY00059798

Received: from mailgw11.sonymusic.com (mailgw11.sonymusic.com [64.95.24.103])  
by rly-xe03.mx.aol.com (v92.16) with ESMTTP id MAILRELAYINXE36-4203e6693b72fd;  
Wed, 05 Mar 2003 19:17:59 -0500

Received: from usnyweb1.sonymusic.com (usnyweb1 [64.95.24.104]) by  
mailgw11.sonymusic.com (Switch-2.2.5/Switch-2.2.4) with ESMTTP id h260E8W03567  
for <dekeriver@aol.com>; Wed, 5 Mar 2003 19:14:08 -0500 (EST)

Subject: Pearl Jam Update

Sensitivity: Private

To: dekeriver@aol.com

X-Mailer: Lotus Notes Release 5.0.9a January 7, 2002

Message-ID:

<OF4B576068.53B32F84-ON85256CE0.007186F6-85256CE1.0001A3B2@sonymusic.com>

From: .om

Date: Wed, 5 Mar 2003 19:17:53 -0500

X-MIMETrack: Serialize by Router on USNYWEB1/External/Servers-US/SONY (Release  
5.0.11 (July 24, 2002) at 03/05/2003 07:13:34 PM

MIME-Version: 1.0

Content-type: text/plain; charset=us-ascii

Kelly - I wanted to give you an update on where we stand on "Get Right" and  
"Thumbing My Way."

#### Get Right

Modern Rock - 327 spins, -5x  
Mainstream Rock - 167 spins, +24x  
Active Rock - 77 spins, +10x

#### Thumbing My Way

Modern Rock - 48 spins, -8x  
Modern Adult - 11 spins, -6x  
AAA - 12 spins, +4x

I also forwarded the below breakdown of spins at Infinity stations to Steve  
Kingston earlier in the week and encouraged him to get his stations on the  
ball. As well, my staff is on the case.

#### GET RIGHT

##### Alternative

WAQZ - 6x  
WXTM - 23x  
KXTE - 9x  
WOCL - 23x  
KZON - 13x  
WPBZ - 24x

##### Rock

WBUF - 8x  
WYSP - 12x  
KUFO - 16x  
WCMF - 9x

#### Thumbing My Way

##### Alternative

WHFS - 10x  
WBCN - 11x  
KROQ - 6x  
WXRK - 13x  
WZNE - 7x

##### Modern AC

WBMX - 6x

SONY00059799

AAA  
KINK - 5x

Talk to you soon,

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Senior Vice President - Promotion  
Epic Records Group  
Sony Music Entertainment Inc.  
550 Madison Avenue  
New York, NY 10022-3211  
Office:  
Fax:  
i .com

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From:  
Date: 12/05/2003 15:39:32  
To: CM- /OU=NY/OU=Music-US/O=SONY@Sony\_Music  
Subject: Alex's Spending 11/10 DOUBLE CHECK

11/4 WERZ \$300 Fuel 25x (Simon & Garfunkel Tix) I HAVE AN INVOICE PLEASE OPEN A  
PO DONE  
11/4 WSNX \$500 Good Charlotte ADD (for 11/11) ALREADY OREDED HIM 6 DVD PLAYERS)  
DONE, please double check  
11/4 WPXY \$1000 Good Charlotte ADD (Disney Flyaway) PENDING stand by....  
11/7 WQZQ \$1200 Fuel spins & ADD (2 Wega tvs \$320.25 each... KV27FS100...  
winner info on it's way)

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Director Top 40 Promotion  
Epic Records  
550 Madison Ave  
New York, New York 10022

CONFIDENTIAL

SONY00085591

NYAG 19

From:  
Date: 01/20/2004 16:26:10  
To: Sony\_Music  
Subject: WPXY Fuel Time Buy

JB,  
Regarding our Fuel Time Buy with WPXY... Here what we'd like to spend

7 10a-7p spots at \$120 each \$840  
7 7p-mid spots at \$50 each \$350

TOTAL \$1190

Please let me know asap as I will be with the station tomorrow for lunch.

A

---

Director Top 40 Promotion

New York, New York 10022

SONY00065602

NYAG 20



To: Steve Kingston  
From: Jennifer Zeller  
Re: Nine Inch Nails - WXRK station visit - January 22<sup>nd</sup>  
Date: January 16, 2002  
Cc: John Malm, Jeff Anderson  
Brenda Romano, Robbie Lloyd, Rob Harvey

---

Per our conversation yesterday, I am writing this memo to confirm the agreed-upon details regarding next week's Nine Inch Nails station visit to WXRK ("K-Rock") New York.

Nothing Records and Interscope Geffen A&M Records agree to provide the following:

- Trent and members from nine inch nails will come by WXRK's studios next Tuesday, January 22<sup>nd</sup>, 2002, between the hour of 3:00 - 4:00 p.m. to do a live on-air interview with Cane & Cabbie (visit will be approx. 30 minutes - exact time t.b.d.)
- 100 win-it-before-you-can-buy-it copies of the "and all that could have been.nine inch nails.live" cd will arrive to your office this Thursday, January 17<sup>th</sup>, 2002 to qualify winners for the grand prize package (see below)
- grand prize package to include the following: winner will receive 1 copy of the "and all that could have been" dvd, 1 copy of the "and all that could have been" deluxe audio packaging with the live concert cd & the "still" cd in special packaging, and 1 copy of the Nine Inch Nails catalog - excluding singles - (includes the following: "Pretty Hate Machine," "Broken" EP, "Fixed" EP, "Downward Spiral," "Further Down the Spiral," "The Fragile," and "Things Falling Apart"). The winner will also be invited to meet Trent and members of nine inch nails in the "green room" at WXRK, and will receive a keyboard signed by them.

**THIS WILL BE CONTINGENT UPON THE FOLLOWING:**

WXRK ("K-Rock") New York agrees to provide the following lead-up on-air promotion:

- a track from the upcoming release "and all that could have been.nine inch nails.live" will be featured no less than 1 time per day during the 2:00 p.m. - 6:00 p.m. airshift (featuring Cane & Cabbie) on the following days:  
(TODAY) Wednesday, January 16<sup>th</sup>, Thursday, January 17<sup>th</sup>, Friday, January 18<sup>th</sup>, Monday, January 21<sup>st</sup> and Tuesday, January 22<sup>nd</sup>, 2002
- Cane & Cabbie will provide additional mentions of the in-store, providing your audience with details regarding the Virgin Megastore event that will happen next Tuesday, January 22<sup>nd</sup>, 2002 at 5:00 p.m.
- additional pre-recorded and live liners will run starting Wednesday, January 16<sup>th</sup>, 2002 through Tuesday, January 22<sup>nd</sup>, 2002 with details regarding the qualification of winners for the grand prize package

NYAG 21



Any additional weekend promotion would be greatly appreciated.

I messengered 5 full copies of the "and all that could have been.nine inch nails.live" cd, along with press releases detailing the upcoming cd/dvd/vhs releases and full track listings for each of the aforementioned this morning to your attention.

Please call me if you have any questions or need any other information.

**NYAG 22**

**From:** Ron Platzer  
**To:** Jeff McClusky  
**Date:** 8/31/2004 12:19:03 PM  
**Subject:** WZNE Adda/billing for Aug 30

**THE USED**

I was able to get Lynn McDonnel to agree to \$900 (\$600 + \$300)

**THE EXPLOSION - Bill Carroll is only going to cover the \$750 fee**

**SUM 41 - I was able to get Howie Muira to agree to \$1,000**

**DENVER HARBOR - which you called in**

McCrae is asking if there's "anything additional out there" for them with these, and this is what I've come up with:

- 1) \$300 additional on The Used
- 2) \$200 additional on Sum 41

Do I tell McCrae that there was nothing out there on these, and the \$500 additional goes to JMA. I'm guessing yes...

**CC:** Matt Minder, Ron Platzer

**From:**  
**To:**  
**Date:** 11/26/2002 11:03:54 AM  
**Subject:** WCMF

FYI

John and I spoke yesterday and I made him an offer of \$54,000 for 2003. That is based on an add pace of 3 per week @ \$600 per add. That comes out to a 60/40 split on the deal. He is taking the deal to . at this point....

JD

Vice President Alternative/Rock Promotion  
Jeff McClusky and Associates

**From:**  
**To:**  
**Date:** 7/13/2004 1:53:28 PM  
**Subject:** WZNE ads for week of 7/12 & 7/13

Walkmen - \$500 billback (for station) confirmed from Goldkang (RP called in)  
G-Love - \$500 billback for station, \$1000 fee for JMA (RP called in)  
Keane - (MM called in)

**From:**  
**To:**  
**Date:** 8/17/2004 11:36:12 AM  
**Subject:** RE: Priority list for WZNE (week of 8/16 & 8/17) revised slightly

Hi John,  
Thanks for waiting. Let's go with 12 STONES for that 3rd add today.  
I have an additional \$200 in billbacks for you on that one. Nothing on  
the Korn/Muse.

OK?

>>> John F. > 08/17/04 10:52AM >>>  
Ron,  
This week you've got 1) KORN, 2) Muse and a 3rd from one (1) of the  
following: Shinedown, 12 Stones or Hoobastank.

Let me know on the 3rd. I'll wait for your reply before announcing to the  
labels.  
-jmc

Vice President Programming  
INFINITY RADIO ROCHESTER  
1700 HSBC Plaza  
Rochester, NY 14604  
e- [John.McCree@InfinityBroadcasting.com](mailto:John.McCree@InfinityBroadcasting.com)  
p- ) Direct  
f- ) Direct

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-----Original Message-----

**From:**  
**Sent:** Tuesday, August 17, 2004 9:58 AM  
**To:**  
**Subject:** Priority list for WZNE (week of 8/16 & 8/17) revised slightly

Hi John,  
I'm revising this list slightly - just the order... please note this:

- 1) BURDEN BROTHERS "Shadow"
- 2) DENVER HARBOR "Picture Perfect Wannabe"
- 3) HIGH HOLY DAYS "The Getaway"
- 4) MUSE "Hysteria"
- 5) BLINK 182 "Always"

**From:**  
**To:**  
**Date:** 8/24/2004 2:21:16 PM  
**Subject:** RE: Good Charlotte promotional billback

COOL, THANKSI

Vice President Programming  
INFINITY RADIO ROCHESTER  
1700 HSBC Plaza  
Rochester, NY 14604

e-  
p- Direct  
f- Direct

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—Original Message—

**From:**  
**Sent:** Tuesday, August 24, 2004 3:08 PM  
**To:**  
**Subject:** Good Charlotte promotional billback

Hi John,  
On the Good Charlotte, I set up a \$300 promotional billback to WZNE

**From:**  
**To:**  
**Date:** 6/29/2004 1:30:41 PM  
**Subject:** WZNE music for this week

Hey John, Here's what I've got:

G-Love - They've won the battles for 3 nights. Audience wants them.  
Universal can do an \$800 billback for the add this week.

Letter Kille - IDJ can cover a \$300 invoice. Some TS you need? Something else in the ballpark of \$300?  
Send the invoice and it's done.

Yellowcard - Keep in mind, this was added last week - need the spins kick in.

Future Leaders - Epic can come to the table with \$500

Keane - They've got a no billbacks policy, so nothing there.

Jet - Atlantic can put a \$200 billback on the table

Rock Promotion  
Jeff McClusky & Associates  
1644 N. Honore  
Chicago, IL 60622  
Phone:  
Fax:  
Cell:  
Email:  
IM: |  
www.j

November 14, 2000

WZNE

Mr. .

Program Director  
1700 HSBC Plaza  
Rochester NY, 14604

Dear Mr.

As we have discussed, this letter sets out our agreement for Jeff McClusky & Associates ("JMA") to provide music promotion services to WZNE for the period January 1, 2001 to December 31, 2001.

JMA will serve as the independent music promotion representative for Station WZNE. JMA will furnish you information regarding new music titles, which may be of interest to you. JMA will solicit your reactions to such music and provide that information to our record industry clients. (In addition, JMA may provide consulting services to you in connection with your music promotional activities.) JMA agrees to pay you \$75,000 in annual promotional support for your participation in this music information exchange.

Payments will be made upon request of WZNE. Any budget overruns from calendar year 2000 will be deducted from the 2001 budget of \$75,000.

JMA agrees to partner with WZNE on a minimum of one concert event during each calendar year. Artist(s) venue and date shall be at the discretion of WZNE.

JMA agrees that it will not serve as a music promotion representative during the term of this Agreement for any other radio station in the Rochester, NY market, which broadcasts in the Hot AC format.

You agree to designate JMA as your exclusive independent music promotional representative. To assist us in carrying out our responsibilities, you will make your Program Director available to us for regular weekly information exchanges regarding your Station's music, and at such other times as we may reasonably request. In addition, you agree to provide JMA with first access to information regarding all new record titles added to your Station's playlist (i.e., before such information is provided to any record companies, trade press, publications or other entities in or affiliated with the radio or music industries).



**This Agreement will automatically renew (on the same terms and conditions) if not cancelled in writing by either of us no less than 30 days prior to the end of the agreement. In the event that the Station is sold or control over the Station is transferred, this Agreement will remain in effect for the balance of the term. In the event the station ceases to be either a Billboard Monitor or Radio and Records reporting station in the Hot AC format, this agreement will automatically self cancel.**

**Various record companies who seek our help in advising you about their new titles and promoting their artists support us. Our payments to you are solely intended to compensate you for the opportunity to provide music information to you and to elicit and disseminate your reactions to that new music. Nothing in this Agreement is intended to limit your Station's right and duty to make all of its music programming selections independently. You are under no obligation to add, or even consider, any music that may be identified or promoted to you by us.**

**The foregoing summarizes all the terms and conditions of our agreement as we understand them. If you believe there is any variance, please contact us immediately so we can take that into account; otherwise, we will proceed on the basis of this agreement as written. We look forward to continuing our mutually beneficial relationship with WZNE.**

**Sincerely,**

**JEFF MCCLUSKY & ASSOCIATES**

**CC:**