

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE LITERARY WORKS IN ELECTRONIC
DATABASES COPYRIGHT LITIGATION

Master Docket No. M-21-90 (GBD)
(MDL # 1379)

DECLARATION OF SUSAN WALLACE IN SUPPORT OF
FINAL SETTLEMENT APPROVAL

I, Susan Wallace, hereby declare as follows:

1. I am a freelance author and class member in the In re Literary Works In Electronic Databases Copyright Litigation, MDL 1379. I submit this declaration in support of Plaintiffs' motion for final approval of the proposed Settlement. I have personal knowledge of the facts stated herein and, if called on to do so, could and would testify competently thereto.

2. I have been publishing literary works as a freelance author since 1988.

3. I believe that I have literary works which are covered under the proposed Settlement, and I will be filing my claim in the Settlement. My claim under the Settlement is comprised of approximately 200 works, categorized as C works. I have not yet calculated the estimate of my claim under the plan of allocation matrix preliminarily approved by the District Court.

4. In my claim, I did not enforce my "takedown" rights, as I wish to receive 100% of my allocated Settlement proceeds, representing damages for the past infringements and a dollar value for the Defendants' non-exclusive use of those works going forward.

5. I support this class action Settlement as fair to the Class members, and want to receive my permitted share of the Settlement proceeds as approved by the District Court.

6. I have worked very hard as a full-time, British, freelance journalist since 1988. It is not always an easy life - particularly in terms of retaining copyright on work I have done and subsequently protecting the financial exploitation of these works in all its forms, including electronic. As one individual of limited means and resources, there is virtually nothing I can do on my own to extract additional payments later in time for the previous unauthorised electronic use of my work by publishers who have done so. In practice, the reality is that any queries on such matters are generally not responded to by publishers. This action, in my reality, is a unique, one shot at getting us writers back some of our dues from the big boys who have so far freely helped themselves to the use of work that was not owned by them. That can only be a positive thing - although I will have earned it also with all the admin/ paperwork involved!

7. With regard to letting the publishers continue to make electronic use of my work - the same principal as above applies - there is no realistic means for me to otherwise extract these fees. It would prove very destructive on many levels. How would I find the time to work while battling it out for small pickings here and there from a variety of previous clients with no easily identifiable point of contact for this kind of thing? It would also antagonise current clients as I'd get passed round from pillar to post. I know because I've tried on photocopying royalties recently - to no avail. I've submitted my findings to the National Union of Journalists (UK) on this matter (particularly in relation to the lackless UK Newspaper Licensing Agency (owned by publishers)) The world just doesn't work with a freelance asking for more monies from old works and then the accounts department just rolling over and sending you a prompt cheque they

"forgot" Much of "the works" moves out of date relatively quickly, so it is not necessarily a huge issue in my case. I think I have more to gain by accepting the 100% pay-off. In any event, claimants can make a reasonable choice (or opt out if they've got a better way) on this according to where they see the most benefit for themselves. For the vast majority, it is all still better than a big slice of nothing - which is what we're otherwise getting. It would be a dreadful shame if any individual sabotaged all our efforts, in my opinion, and caused undue delays on what is already not a speedy process. We'd all find this an unnecessary emotional and financial strain.

8. Personally, I am extremely pleased that some people have gone to the time and trouble of bringing this action that I can now be a part of from across the seas. I don't feel so alone and stamped on and also there is no threat of nasty comeback for me as I get my dues. Good for them, I say. It will also set a new culture of greater awareness of the real value of their work to writers often bullied, uninformed or lazy enough to habitually sign "all rights" contracts (which makes life harder for the rest of us) and for a more fair and positive future for freelance journalists whereby greedy or careless publishers have to be more careful, respectful - and pay the hell up. In the UK, there is a national campaign against low pay in the media. Many publications make massive multi-million pound profits - at our expense - as they pay LESS now than they did for MORE work today than 15 years ago. It is very, very important to doubly stress that the claim is not asking us to give up copyright. We can have our cake and eat it here, for once. In as much as if individuals subsequently want to make future electronic sales to other publishers outside the class action list, they are free to do so. Please don't let a tiny minority cause problems because of having a differing opinion. I'm out there, day by day, in the

real world - and I believe this is our best bet for some extra money to come in. Thank you for your time in reading this statement of support.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed September 16, 2005 at Liverpool, England.



SUSAN WALLACE