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FILED

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SEP 10 2009
CLERK'S OFFICE
U. S. DISTRICT COURT
EASTERN MICHIGAN

EIGHT MILE STYLE, LLC and
MARTIN AFFILIATED, LLC,

Plaintiffs

vs.

Case No. 2:07-CV-13164
Honorable Anna Diggs Taylor
Magistrate Judge Donald A. Scheer

APPLE COMPUTER, INC. and
AFTERMATH RECORDS d/b/a
AFTERMATH ENTERTAINMENT,

Defendants.

JOINT FINAL PRETRIAL ORDER

At a session of said Court, held in the Federal
Courthouse in the City of Detroit, County of
Wayne, State of Michigan, on this ~~SEP 10 2009~~

Present: HONORABLE Anna Diggs Taylor
United States District Judge

Pursuant to Civil Local Rule 16.2, Counsel for Plaintiffs Eight Mile Style, LLC and
Martin Affiliated, LLC and for Defendants Apple Inc. and Aftermath Records submit the
following proposed Joint Final Pretrial Order in the above-captioned matter.

A. JURISDICTION

This Court has jurisdiction over Plaintiffs' claim of copyright infringement pursuant to 17
U.S.C. § 101 *et. seq.* and 28 U.S.C. §§ 1331 and 1338(a) and (b).

B. PLAINTIFFS' CLAIMS

Plaintiffs are the owners and administrators of the registered copyrights in certain compositions written, in whole or in part, by Marshall B. Mathers III p/k/a Eminem (“Eminem”), Jeff Bass, Mark Bass, Steve King, and Luis Resto. Each of the above writers granted Plaintiffs their ownership and/or administration rights by written assignment. This case involves 93¹ compositions owned and administered in whole or in part by Plaintiffs (“Plaintiffs’ Compositions”).

Defendant Apple is the largest licensee of musical compositions and sound recordings in the world, and operates iTunes, which reproduces and sells, among other things, sound recordings embodying each of the compositions at issue in this case in permanent download format. Defendant Aftermath licenses to Apple the right to reproduce and sell the musical compositions involved herein, and has reproduced and provided the compositions to Apple for that purpose. Aftermath has done so even though it not only does not have a digital phonorecord deliver (“DPD”) license from Plaintiffs authorizing the reproduction of Plaintiffs’ Compositions for digital download, but Plaintiffs specifically refused them such licenses in those cases where Aftermath sought a license.²

Apple does not, therefore, have a valid license authorizing the reproduction and sale of Plaintiffs’ Compositions as permanent downloads, and Apple has, therefore, infringed Plaintiffs’ Copyrights by reproducing and selling such compositions as permanent downloads. Aftermath is also liable for direct, contributory, and vicarious infringement. Aftermath and Apple were aware

¹ The parties are currently discussing whether all 93 compositions will remain part of this action, or whether the issues with respect to certain of the compositions can be resolved.

² Except in one instance – a limited license, with a specific term, now ended, covering the song, “Lose Yourself.”

of Plaintiffs' objections to the sale of its compositions in digital format, but continued to infringe the rights of Plaintiffs by the actions more fully described herein. As a result, these Defendants are liable for willful direct, contributory, and vicarious copyright infringement, and Plaintiffs are entitled to actual damages as well as Defendants' profits for each separate infringement, or, in the alternative, to the maximum statutory damages for willful copyright infringement of \$150,000 per infringement.

a. **Statement of Facts**

1. The Eminem Recording Agreements

Aftermath's rights (or lack thereof) in Plaintiffs' Compositions are governed by its original 1998 recording agreement with F.B.T. Productions, LLC (Eminem's production company at the time) and its 2003 recording agreement with Eminem. Briefly, Eminem was discovered in the early 1990s by F.B.T. Productions, a small Detroit production company owned by Mark and Jeff Bass. In 1995, Eminem signed an exclusive recording agreement with F.B.T. (the "1995 Agreement"). Among other things, Eminem granted F.B.T. and its successors all of his ownership interests, including the copyrights, in musical compositions he wrote during the term of that agreement in exchange for royalties and other consideration. In approximately 2000, F.B.T. granted all of its ownership and administration rights to a newly formed entity, Eight Mile Style, LLC. A portion of Eight Mile Style's interests were later granted to Martin Affiliated, LLC.

In 1998, F.B.T. signed an agreement furnishing Eminem's services as a recording artist to Aftermath. That agreement was later amended in 2000³ and, in 2003, a new recording agreement

³ The 2000 Agreement is not relevant to this action.

was entered into between Eminem and Aftermath, which affirmed all prior agreements (the “2003 Agreement”). The 1998 and 2003 Agreements both give Aftermath full ownership, including copyright, of master sound recordings delivered under those agreements; however, Plaintiffs retained ownership, including copyright, of all musical compositions embodied in those sound recordings. The 1998 and 2003 Agreements state that California law will govern their interpretation.

Neither the 1998 nor 2003 Agreements grant Aftermath or UMG licenses in Plaintiffs’ Compositions. Instead, a single section in both agreements, titled “Mechanical Royalties,” addresses a procedure pursuant to which Aftermath may seek to obtain mechanical licenses from Plaintiffs at rates below the rates prescribed by statute. In the 1998 Agreement, that section reads as follows:

All Controlled Compositions (i.e., songs written or controlled, directly or indirectly, in whole or in part, by F.B.T., Artist, any affiliated company of F.B.T., Artist, any producer or any affiliated company of any producer) will be licensed to Aftermath and its distributors/licensees and Aftermath and its distributors’/licensees’ Canadian licensee for the U.S. and Canada, respectively, at a rate equal to 75% (the “Controlled Rate”) of the minimum statutory rate (*i.e.*, without regard to the so-called "long-song formula") which is in effect in the applicable country upon the date the earlier of the actual delivery date of such master or the date such master was supposed to be delivered in accordance with the agreement.

The “Mechanical Royalties” paragraph thus is not itself a self effectuating “mechanical license” of “Controlled Compositions,” and does not purport to grant rights or permissions necessary under copyright law to reproduce and distribute musical compositions. It merely sets a reduced royalty rate at which such mechanical licenses can be obtained by Aftermath “and its distributors/licensees,” sometime in the future. The wording of the above paragraph is in stark contrast with other recording agreements drafted by Aftermath, which either state that controlled

compositions “are hereby licensed” or that the artist in question “grants an irrevocable license” to the record label.⁴

The purpose of the “Mechanical Royalties” clause is to allow Aftermath a method through which to obtain mechanical licenses for compositions embodied in sound recordings delivered under the contract at a reduced rate (such a negotiated license would also be negotiated to include standard terms for audits and frequency of accounting, among other terms).

. For example, the “Mechanical Royalties” provision in the Recording Agreements provide for the following reductions:

- A “Controlled Rate” of only 75% the minimum rate set by copyright law⁵
- The “long song formula,” which provides for increased royalties for any song of more than five minutes in length, does not apply
- The “Controlled Rate” is fixed as of the earlier of the date the sound recording embodying the composition in question was delivered or scheduled to be delivered
- A “cap” providing that mechanical royalties for an LP would be paid as though it contained only 10, 11, or 12 compositions each, as opposed to the number actual on the album - 20, on both *The Eminem Show* and *Encore*

⁴ There was virtually no discussion of the “Mechanical Royalties” section when the 1998 Agreement was negotiated, except concerning royalty rates and “caps” described herein. During negotiation of the 2003 Agreement, discussion of this provision was similarly limited to revising the royalty rate and other “caps.”

⁵ The 2003 Agreement provides for a “full” statutory rate, not 75%, but the other reductions are still present.

As discussed more fully below, at the time of entering into the 1998 Agreement, the legislative history of § 115 of the Copyright Act made clear that the provisions discussed above are prohibited from applying to permanent downloads.

2. Defendants Seek Digital Licenses from Plaintiffs

On October 9, 2001, the Recording Industry Association of America, Inc. (“RIAA”), a trade group representing the major, multinational record companies, the National Music Publishers’ Association Inc. (“NMPA”), and The Harry Fox Agency, Inc. (“HFA”), the largest U.S. licensing agency for music publishers, negotiated an interim “Industry Agreement” which only pertained to the licensing of “On-Demand Streams” and “Limited Downloads.” *See* Doc. No. 74, Ex. 20 at 12-30. That agreement only related to these formats – “limited downloads” and “streams,” and not to permanent downloads. This “Industry Agreement” was applicable only to labels and publisher members of signatories RIAA, NMPA and HFA. *See* Doc. No. 74, Ex. 21, Joint Statement. Plaintiffs are not, and never have been, affiliated members of any of these groups.

Immediately after the RIAA, NMPA, and HFA announced their agreement, beginning in December 2001, UMG’s copyright department wrote a letter to Eight Mile referring to the October 2001 “Industry Agreement” and stating that “NMPA and RIAA have agreed to the use of interim licenses to cover the use of musical works for ‘Permanent Downloads.’” UMG further requested and “hoped” that Eight Mile would license its musical compositions to UMG, not just for “On-Demand Streams” and “Limited Downloads,” but also for permanent digital downloads. Had Defendants believed the 1998 and 2003 Agreements granted them permanent digital

download licenses in Plaintiffs' compositions, they never would have written Plaintiffs to ask for such licenses.

Further, it is UMG's practice to send out "license requests" to a music publisher only where UMG believes the "controlled composition clause" in the recording agreement in question does not "specifically grant" a license. Where UMG does believe the controlled composition clause "was a license" or where they had an "agreement in place," UMG's practice is merely to send an "advice letter," informing the publisher its composition is being released on an album, advising the publisher of the album's release date and the rate being paid. Here, UMG's practice of sending license requests to Eight Mile for its compositions in both physical and digital formats also indicates UMG and Aftermath did not believe the "Mechanical Royalties" provisions granted them licenses. UMG never once sent an "advice letter" to Eight Mile.

3. Plaintiffs Negotiate a License for One Composition, which Defendants Never Execute

Plaintiffs finalized licenses with Aftermath/UMG for reproduction of their musical compositions on *physical* products, such as compact discs, but repeatedly declined to execute the proposed digital download licenses accompanying the letters beginning in December 2001. Eight Mile acted cautiously because digital configurations, including permanent downloads, were still very new and it did not know "what accountings would look like," "who was going to be selling it," or other relevant information Eight Mile wanted before issuing licenses for permanent downloads. At that time, iTunes did not exist and Plaintiffs understood that a UMG-owned or controlled company called PressPlay would be offering permanent downloads directly to consumers. Only later did it become apparent that UMG would instead be licensing

compositions to third parties such as Apple who, instead of accounting directly to Plaintiffs, would account to and pay UMG.

While Eight Mile did eventually agree to license a single Eminem composition, “Lose Yourself,” for DPD, it did so only after ensuring that certain terms were in that agreement. Eight Mile and UMG negotiated a jointly prepared Digital download license reflecting: (1) a two-year term (not a perpetual term); (2) the payment of a full statutory rate subject to statutory increases or industry convention, not a reduced rate; (3) quarterly (not semi-annual) accountings and payment; and (4) Eight Mile’s right to terminate the license after two years or at any time upon any breach of the license’s terms. Again, had UMG believed they already had such a license, or that Plaintiffs were compelled to grant them licenses under the Recording Agreements, there would have been no reason for them to agree to these terms, which Defendants admit are less favorable than the terms they offer to most publishers. UMG representatives were unable to offer any reason they would agree to the above terms if they believed they already had a license, or had a right to obtain one under less onerous terms.

Eight Mile signed the single, proposed DPD license and sent it to Pat Blair, head of UMG’s copyright department. Plaintiffs spoke with Ms. Patricia Blair, head of UMG’s copyright department, at that time and thereafter, and other UMG copyright department employees, including Chad Gary, Todd Douglas and Tim Hernandez, communicating their objections to any other of plaintiffs’ compositions being licensed or sublicensed to digital download companies. Ms. Blair confirmed she, Chad Gary, and Rand Hoffman (Interscope’s head of business and legal affairs) were aware of Plaintiffs’ objections. Although Plaintiffs sent

a signed copy of the license covering “Lose Yourself” to UMG on or about October 17, 2002, UMG never countersigned and returned the “Lose Yourself” license to Eight Mile.

Even during discovery in this litigation, defendants would not say who, if anyone, approved the “Lose Yourself” license or whether it was in effect. It was not until July 3, 2008, that defendants, by letter, stated that some unknown person at UMG approved the “Lose Yourself” license, and that UMG believed it to be effective. Without conceding its effectiveness in the absence of UMG’s countersignature and return thereof, on August 11, 2008, Plaintiffs terminated in writing the “Lose Yourself” DPD license. Defendants sent Plaintiffs a “notice of intent to obtain compulsory license,” but that license was invalid as a result of a number of procedural defects: for example only, the notice was served prior to the exploitation described therein and it purported to request a license on behalf of entities other than the requesting company without providing the identifying information or signatures of those other entities, as required by law.

4. UMG and Apple Enter into an Agreement to Allow Apple to Offer UMG Songs as Permanent Downloads

In December 2002, UMG Recordings, Inc. (“UMG”) and Apple entered into an agreement whereby UMG licensed its master sound recordings to Apple for reproduction, distribution and sale by Apple, and purported also to sublicense to Apple the reproduction and distribution rights with respect to the musical compositions embodied in those master recordings. Courts have long recognized the existence of separate and distinct copyright ownership (and the suite of rights derived from copyright ownership, in a sound recording, as distinguished from a musical compositions. *E.g., Bridgeport Music, Inc. v. Dimension Films*, 410 F.3d 792, 800 (6th Cir. 2005). Apple must have licenses to reproduce and distribute both the master sound

recordings and the underlying musical compositions provided to it by UMG,⁶ and the UMG-Apple Agreements provide by their terms that Apple has a license from UMG to do just that. Apple officials have testified before the Copyright Royalty Board in the Section 115 Rate Proceeding that Apple sublicenses the musical compositions embodied in master sound recordings from UMG and other record labels. However, neither Apple nor UMG ever obtained valid DPD licenses from Plaintiffs.

Pursuant to their agreement with Apple, UMG receives a royalty for each song sold on iTunes, generally 70% of the price charged to end users - \$0.70 for a \$1.00 download, for example. Aftermath, through its distributor, provides Apple with two files for each song offered by Apple – one of the song itself, and a second containing “metadata,” which includes identifying information such as the name of the song and the artist, and other information such as the date of release and the date Apple can begin selling the song to consumers. Apple then combines these two files into a single audio file that it reproduces on its internal servers and sends a copy to a third party vendor, Akamai, and Akamai reproduces the song on servers located throughout the United States and around the world. Every time a user downloads a song, a new copy of that song is created on the user’s computer. However, UMG retains the right to withdraw songs from Apple’s service at any time, and Apple must destroy all copies of withdrawn songs and cease selling them to end-users. As discussed below, these activities make both Aftermath and Apple liable for direct, contributory, and vicarious copyright infringement.

Once iTunes launched, Apple neither accounted to nor paid Plaintiffs directly. Instead, Apple accounted and paid royalties for Plaintiffs’ Compositions directly to UMG. The royalty

⁶ See 17 U.S.C. § 106(1)(3)(rights to reproduce and distribute are exclusive to copyright owner); *see also* *U.S. v. ASCAP*, 485 F.Supp. 438, 443-44 (S.D.N.Y. 2007).

statements that UMG then provided Plaintiffs beginning in 2003 did not (1) identify any particular composition for which DPD revenue was being paid or (2) identify any specific revenue directly related to DPDs. While UMG's royalty statements generally identified other configurations by specific type (e.g., "CD" for compact discs, and "CS" for cassette tapes), revenue from digital exploitations was initially identified simply as "Other," and eventually as "ID." Some of the later royalty statements contained a 1-page "Glossary" that defined "ID" as "digital track," but UMG did not identify what form of "digital" income was being reported (e.g., ringtones, mastertones, streaming, mobile, or limited or permanent downloads). A single check accompanied each statement and included amounts for sale of authorized physical product, and small amounts attributable to items identified as "Other" or "ID."

Plaintiffs did not know the royalty payments they received contained monies for digital downloads they specifically had refused to authorize, and UMG admits there was no way for plaintiffs to determine by looking at their royalty statements what iTunes, (or any number of UMG's other purported digital licenses) reported for permanent digital download revenue of Plaintiffs' Compositions in any given period or even if any of the monies related to permanent digital downloads at all. It was only after a 2006 audit of UMG's accounting of royalties for sound recordings that Plaintiffs first learned that "Other," or "ID" on the publisher royalty statements from UMG included permanent digital downloads of Eminem Compositions. Plaintiffs steadfastly insisted that they would only issue permanent digital downloads licenses directly to a third party licensee (Apple), as Plaintiffs believe is their right.

The reason is simple. UMG's method of accounting, which provided no transparency as to what entities were reproducing and distributing Plaintiffs' Compositions, and only a very

limited indication of what digital configurations Plaintiffs' Compositions were being exploited in, also allowed UMG to disguise the fact that it never paid *any* royalties for 8 compositions that were sold by iTunes in albums and as individual downloads, and for which iTunes paid UMG thousands of dollars. This utter failure to pay illustrates how, by purporting to grant DPD licenses to third parties such as Apple, UMG has acted to frustrate any attempt by Plaintiffs to serve as a fiduciary for their writers, precluding any meaningful audits for digital configurations and any attempt to enforce payment provisions that could enable Plaintiffs situations such as this, where UMG has collected royalties from Apple for downloads but willfully failed to pay Plaintiffs. Plaintiffs had no way of discovering this malfeasance until these facts were revealed in this case.

5. Plaintiffs Refuse Subsequent Requests from UMG for Digital Licenses

Over an extended period, UMG peppered Plaintiffs with license requests for permanent download licenses, sending such requests with a note that they had "utilized the same format and terms" as in the "Lose Yourself" license - *e.g.*, two year term, right of termination, quarterly accounting, etc. Plaintiffs did not execute or return any of those proposed licenses or any other license that would have authorized the Eminem Compositions' exploitation as DPDs, either refusing requests entirely or, if a single document asked for licenses covering both digital and physical configurations, issuing their own licenses to UMG that "remove[d] references on the license itself to digital configurations." UMG acknowledged the licenses did not encompass digital configurations by countersigning the licenses drafted by Plaintiffs that covered only physical configurations. The rates in the licenses issued by Plaintiffs conformed to the rates

described in the “Mechanical Royalties” provisions of the 1998 and 2003 Recording Agreements.

a. Defendants Belatedly Contend They Have Obtained Licenses from Co-Owners

Defendants first moved for summary judgment on May 5, 2008 based on the language of the “Mechanical Royalties” provision in the 1998 and 2003 Agreements and a theory that Plaintiffs had “impliedly” licensed their compositions for permanent download. Discovery in this case originally closed on June 2, 2008, Doc. No. 46, but, beginning shortly after that date, Defendants produced hundreds of pages of additional exhibits, consisting of recording agreements with third parties and licenses for Plaintiffs’ Compositions allegedly granted by third parties, then immediately moved for summary judgment based on these documents on July 16, 2008. *See* Doc. No. 53.

Defendants produced these documents – thousands of pages, all told, only as an afterthought, when they recognized the meritlessness of their argument that the Recording Agreements granted them the licenses they needed, and their production of these documents continued through, most recently, June 2009, when they produced an additional 3,000 pages of such documents. Most of these documents are simply irrelevant and do not even purport to grant licenses in digital configurations. Further, all of these documents do not provide them any argument concerning the songs 100% owned and administered by Plaintiffs, which are discussed below.

b. The Co-Author Recording Agreements

Some of the co-authors of Plaintiffs’ Compositions are also musical artists signed to recording agreements with Aftermath or other Universal-controlled entities: Curtis Jackson p/k/a

50 Cent, Lloyd Banks, Andre Rommell Young p/k/a Dr. Dre, the members of the musical group D-12, and Obie Trice. While these artists' recording agreements (the "Co-Author Agreements") vary in a number of ways, each of these recording agreements has a section titled "Licenses for Musical Compositions" that reads, in relevant part: "You and the Artist grant to Label and its Licensees and their designees an irrevocable license, under copyright, to reproduce each Controlled Composition..."⁷ The Co-Author Agreements also contain some or all of the other rate restrictions that are present in the 1998 and 2003 Agreements – a reduction of the statutory rate otherwise required, a ten-song "cap," fixing the statutory rate on a certain date to avoid subsequent increases, etc.

6. Written Licenses

Defendants have also included on their exhibit list hundreds of documents they will contend are licenses for the compositions at issue from Plaintiffs' co-owners. Plaintiffs will move to exclude many of these documents as irrelevant and will show in their motion that most of these documents fail for one or more of the following reasons: they are incomplete, consisting, for example, of a fax cover page but no attachments; they do not purport to issue a license for a permanent download configuration; or they are unsigned, either by UMG or by the co-owner. The licenses that appear on Defendants' exhibit list are too numerous to address herein with any hope of precision and Plaintiffs will address them in full in a forthcoming motion *in limine*.

7. Summary of the Compositions at Issue and Defendants' Claimed Sources of Licenses

⁷ The quoted text is from the 50 Cent recording agreement. The "Licenses for Musical Compositions" text in the other agreements is nearly identical, differing only by whether the agreement is directly with the artist, as opposed to an entity furnishing the artist's services, and by identifying the label in question.

Given the varied sources of “licenses” cited by Defendants, as described above, the 93 compositions can be considered in four categories based on the differing documents that will need to be analyzed to determine whether Defendants have any license allowing digital exploitation of any of the musical compositions involved in this action.

First are those compositions owned and administered 100% by Plaintiffs. For those compositions, the Court need only consider the language of the “Mechanical Royalties” provision in the 1998 and 2003 Recording agreements and the “license requests” that UMG sent Plaintiffs that were either declined or edited to remove reference to digital configurations.

Second are the compositions with one or more co-authors for which Defendants claim a license through a controlled composition clause in another recording agreement, a written license from a co-author, or both.

Third are compositions for which the Harry Fox Agency (“HFA”) has allegedly issued a license. Several co-owners and/or administrators of Plaintiffs’ Compositions, including but not limited to EMI, Ensign, and Music of Windswept, are HFA-represented publishers, and Defendants have produced documents purporting to demonstrate that HFA issued licenses in a permanent download configuration for those compositions.

Finally, “Lose Yourself” falls in a category of its own.

a. Compositions Owned and Administered 100% by Plaintiffs

As described above, this category of compositions are those owned and administered 100% by Plaintiffs. Thus, in analyzing Defendants’ claims that they have valid licenses for the compositions in this category in a permanent download format, the Court need not consider recording agreements other than the 1998 and 2003 Agreements or any licenses purportedly

granted by co-owners. The songs in this category are: 8 Mile, Curtains Close, Curtains Up, Em Calls Paul, Final Thought, Just Don't Give a Fuck, Love You More, Mockingbird, My 1st Single, Paul, Puke, Rabbit Run, Ricky Ticky Toc, Steve Berman, Steve's Coffee House, The Kiss, We As Americans, and Yellow Brick Road.

In addition, Defendants have never even attempted to obtain licenses for permanent downloads for eight of these compositions: Curtains Close, Curtains Up, Dude, Em Calls Paul, Final Thought, Paul, Steve Berman, and The Kiss. All of these compositions were sold by Apple in its iTunes Music Store not just as part of Eminem's albums but also just like all other individual songs, and Apple in turn paid Universal \$0.70 per download but Universal has paid Plaintiffs absolutely nothing for those downloads, keeping the over \$50,000 received from Apple for itself. Aftermath will claim that these songs are shorter compositions and that publishers sometimes grant licenses where they waive mechanical royalties when such compositions are sold in physical format as part of an entire album. Aftermath will claim that these songs fall under that category so it need not have either obtained a digital download license or paid mechanical royalties to Plaintiffs when they were reproduced and sold by Apple as individual tracks or as part of a digital download of an album. This is nonsense and represents the best illustration of why Plaintiffs should be entitled to enter into a direct licensing agreement with Apple. These songs are being sold individually by Apple just as all of the other tracks on the particular albums are being sold, and Apple is paying Aftermath mechanical royalties for such sales. There is absolutely no justification for Aftermath failing to pay Plaintiffs its mechanical royalties and for the failure to obtain the appropriate license from Plaintiffs. The conduct of the

Defendants in this regard makes them liable for copyright infringement, and there is no exception under the law for these musical compositions.

b. Compositions With Co-Owners Not Administered by Plaintiffs

Compositions not owned and administered 100% by Eight Mile Style raise several issues in addition to those discussed above.

First, some of the compositions in this category were written in part by musical artists who themselves have recording agreements with Aftermath or another Universal-owned record label. This includes all songs co-authored by Dr. Dre, 50 Cent, the members of D12, Obie Trice, and Lloyd Banks: Business, My Dad's Gone Crazy, Say What You Say, Ass Like That, Big Weenie, Encore, Evil Deeds, Just Lose It, Mosh, Never Enough, Rain Man, Guilty Conscience, Role Model, The Real Slim Shady, Without Me, Love Me, Average Man, Cheers, Don't Come Down, Follow My Life, Got Some Teeth, Hands on You, Hoodrats, Lady, Never Forget Ya, Outro, Shit Hits the Fan, Spread Yo Shit, We All Die One Day, 40 Oz., 6 in the Morning, American Psycho 2, Bitch, Get My Gun, Git Up, How Come, Keep Talkin' Leave Day Boy Alone, Loyalty, My Band, GATman and Robbin, I'm Supposed to Die Tonight, Don't Push Me, High All the Time, Many Men (aka Death Wish), Patiently Waiting, On Fire, Til the End, and Warrior Part 2.

Second, for many of the above compositions, Aftermath (through its parent corporation UMG Recordings, Inc.) claims to have a valid permanent download license from one or more co-authors. As described above, Defendants waited until late June 2009 before producing three thousand additional pages of documents, much of which consists of 2-4 page "licenses," and most of which they have included on their exhibit list. However, Defendants are depending *only*

on the controlled composition clauses in the Eminem/F.B.T. recording agreements and the co-author recording agreements for the following compositions: 40 Oz., 6 in the Morning, 8 Miles & Running, American Psycho 2, Big Weenie, Bitch, Business, Evil Deeds, Get My Gun, Git Up, How Come, Leave Day Boy Alone, Like Toy Soldiers, Mosh, My Band, One Shot 2 Shot, Places to Go, Rain Man, Rap Game, Say Goodbye to Hollywood, Shit on You, and Spitshine.

The compositions for which Aftermath claims a valid written license *not* contained in a controlled composition clause are as follows: Ass Like That, Big Weenie, Encore, Evil Deeds, Just Lose It, Mosh, Never Enough, Rain Man, Spend Some Time, Average Man, Cheers, Don't Come Down, Follow My Life, Got Some Teeth, Hands on You, Hoodrats, Lady, Never Forget Ya, Outro, Shit Hits the Fan, Spread Yo Shit, We All Die One Day, Keep Talkin', Loyalty, GATman and Robbin', I'm Supposed to Die Tonight, Don't Push Me, High All the Time, Many Men (Wish Death), Patiently Waiting, On Fire, and Warrior Part 2. Thus, for the songs listed in this paragraph, Defendants argue that even if the "controlled composition clauses" in the recording agreements listed above do not give Universal the right to issue Apple licenses in a permanent download configuration, the written licenses they have would still insulate them from liability.

c. Compositions Allegedly Licensed by the Harry Fox Agency

The third category of compositions are those allegedly licensed through the Harry Fox Agency by Ensign Music, allegedly on behalf of Eight Mile Style. These compositions are: Cleaning Out My Closet, Drips, Got Some Teeth, Guilty Conscience, Hailie's Song, Just Lose It, Many Men (Wish Death), My Dad's Gone Crazy, Patiently Waiting, Role Model, Say What You

Say, Sing For the Moment, Soldier, Square Dance, Superman, The, Real Slim Shady, Till I Collapse, When the Music Stops, and Without Me.

d. “Lose Yourself”

Finally, “Lose Yourself” falls in a category of its own, due to the unsigned license, its subsequent termination, and the Defendants’ attempt to obtain a compulsory license described above. The issues concerning “Lose Yourself” are limited to whether Defendants have now obtained a valid compulsory license for this composition.

b. Legal Arguments

Defendants are liable for direct, contributory and vicarious copyright infringement. To prove direct copyright infringement, Plaintiffs need only show two things: ownership and copying. *Feist Publications, Inc. v. Rural Telephone Serv. Co.*, 499 U.S. 340, 361 (1991). “Copying” consists of any violation of the six rights exclusive to a copyright owner: reproduction, creation of derivative works, distribution, public performance, public display, and performance by digital audio transmission. 17 U.S.C. § 106. Vicarious liability for copyright infringement exists where a defendant has the right and ability to supervise the infringing conduct and “an obvious and direct financial interest in the exploitation of the copyrighted materials.” *Shapiro, Bernstein & Co. v. H.L. Green Co.*, 316 F.2d 304, 307 (2d Cir. 1963). Contributory infringement is proven where a party has knowledge of an infringing activity and induces, causes or materially contributes to the infringing conduct of another. *Gershwin Publ’g Corp. v. Columbia Artists Mgmt., Inc.*, 443 F.2d 1159, 1162 (2d Cir. 1971).

As described above, Eddy Cue, head of Apple’s iTunes division, testified that Apple receives two files from Aftermath for each song they sell, and Apple combines the two files,

reproduces them, and sells audio files containing those songs to users. Lacking a license to carry out these activities, Apple is liable for direct copyright infringement.

Aftermath provides Apple copies of Plaintiffs' Compositions without a license, not just contributing to, but actually enabling Apple's infringing conduct. Aftermath has a direct financial interest in Apple's activities because it receives a royalty from Apple every time a user downloads a composition. Furthermore, under their contract with Apple, Aftermath has the right and ability to "supervise" Apple because it can unilaterally remove any song from Apple's service without notice and cause Apple to cease its infringing conduct. Despite Plaintiffs' protests, Aftermath has not done so. As a result, Aftermath is liable for direct, contributory, and vicarious copyright infringement.

As the victims of copyright infringement, Plaintiffs are entitled to Defendants' actual damages and profits or, in the alternative, to statutory damages of up to \$150,000 per infringement, plus attorneys' fees and costs.

The defenses Apple and Aftermath raise to these allegations are without merit.

As described above, Plaintiffs have divided the compositions into the four categories listed above, based on the varying arguments Defendants have raised. For the compositions under heading 1, the Court need consider only the 1998 and 2003 Recording Agreements and the various unsigned, edited, and/or rejected licenses exchanged by Plaintiffs and UMG. For the compositions under heading 2, the Court must consider not only the above items, but also the Co-Author Recording Agreements (whether they grant a valid license) and/or various licenses allegedly issued by co-authors. For the third category of documents, the Court needs only to review a small number of licenses allegedly issued by the Harry Fox Agency. Finally, to assess

whether the unsigned “Lose Yourself” license allows Defendants to escape liability for their use of that composition as a permanent download, the Court need only consider that license itself and its subsequent termination and Defendants’ attempt to obtain a compulsory license.

1. The Recording Agreements do not grant a license

First, to determine whether Defendants have infringed the compositions for which they have not produced a written license covering permanent downloads, the Court must consider whether the recording agreements in question grant a valid license – only the 1998 and 2003 agreements for those compositions owned and administered wholly by Plaintiffs, and also the co-author recording agreements for compositions with additional owners.

2. Interpretation of the 1998 and 2003 Recording Agreements – Plain Language

California law is clear that a contracting party’s undisclosed, subjective intent is irrelevant to, and therefore is inadmissible to prove, the objective meaning of that contract’s terms. *See General Motors v. Superior Court*, 12 Cal. App. 4th 435, 442 (1993); *Berman v. Bromberg*, 56 Cal. App. 4th 936, 948 (1997); *Houghton v. Kerr Glass Manufacturing Corp.*, 261 Cal. App. 2d 530, 537 (1968). Because the subjective, unexpressed intent of a party is immaterial to a contract’s meaning, that intent is “entirely inadmissible to show the meaning of the contract.” *Ribiero v. Dotson*, 187 Cal. App. 2d 819, 821 (1960); *see also Oakland-Alameda County Coliseum, Inc. v. Oakland Raiders, Ltd.*, 197 Cal. App. 3d 1049, 1058 (1988). *Alex Robertson Co. v. Imperial Casualty & Indemnity Co.*, 8 Cal. App. 4th 338, 346 (1992) (evidence that purchaser of insurance policy intended third party to be additional insured was inadmissible because unexpressed).

Thus, any attempt to offer evidence as to the subjective intent of Aftermath or its attorneys in drafting and agreeing to the language of the “Mechanical Royalties” provision must fail, and the Recording Agreements will be interpreted according to their plain language, although relevant extrinsic evidence, including “the subsequent conduct of the parties, and the common usage of particular terms in a given industry” may be offered into evidence. *Miller*, 318 F. Supp. 2d at 934; *see Pacific Gas*, 69 Cal.2d at 38-39; *United Cal. Bank v. THC Financial Corp.*, 557 F.2d 1351, 1360 (9th Cir. 1977). Other types of extrinsic evidence simply cannot vary or alter the terms of a written agreement. *See, e.g., Amtower v. Photon Dynamics, Inc.*, 158 Cal.App.4th 1582, 1605 (2008); *Oakland-Alameda County Coliseum, Inc. v. Oakland Raiders, Ltd.*, 197 Cal. App. 3d 1049, 1058 (1988); *Palos Verdes Corp. v. Housing Authority*, 202 Cal.App.2d 827, 836 (1962).

By its plain language, the “Mechanical Royalties” provision simply memorializes certain (not all) of the terms upon which Aftermath may obtain a license at some point in the future and is not itself a license of any kind. The provision literally only provides that controlled compositions “will be” licensed in the future at a reduced rate, containing none of the other terms that would be expected to be within a mechanical license. If it were otherwise, or if Aftermath believed it to be otherwise, defendants would not have (i) sent dozens of license requests and proposed licenses to Plaintiffs for both physical and DPD product; (ii) entered into numerous mechanical licenses, accepting plaintiffs’ drafts, covering physical goods, only; (iii) negotiated a digital download license for “Lose Yourself” or agreed to a two year term with a right to terminate thereafter; (iv) sent Plaintiffs digital download license requests for each composition, many with the same restrictions as provided in the “Lose Yourself” license, or (v) belatedly

attempted to obtain a compulsory license for “Lose Yourself” after plaintiffs terminated the digital download license, as discussed supra.

3. “Controlled Composition Clauses” are Inapplicable to Digital Phonorecord Deliveries

In 1998, DPD commerce did not exist as it now exists, notwithstanding the passage of the 1995 Digital Performance Rights in Sound Recordings Act (“Digital Rights Act”). 66 F.R. 4099-14103, Vol. 66 No. 47 (Mar. 9, 2001). Apple did not launch its iTunes Store until sometime in 2003, and when the 2003 Agreement was executed, Plaintiffs had not even heard of iTunes.

When the 1995 Digital Rights Act was passed, Section 115 of the Copyright Act was amended to provide that while DPDs were subject to compulsory licensing at the statutory rate, any contract made after June 22, 1995 could not reduce the mechanical rate on DPDs. 17 U.S.C. § 115(c)(3)(E)(i). In other words, Aftermath’s prospective controlled composition clauses in the 1998 and 2003 Agreements that permanently fixed a 75% reduction in the statutory rate and caps on the number of compositions upon which mechanical royalties would be paid once a mechanical license was issued were made inapplicable to DPDs by Congress. *Id.*

Indeed, it was the specific intent of the Senate in amending Section 115 to address digital transmissions that controlled composition clauses (similar to the “Mechanical Royalties” paragraphs herein), did not govern DPDs, explaining the amended Section 115(c)(3)(E)(i) as follows:

There is a situation in which the provisions of voluntarily negotiated license agreements should not be given effect in lieu of any mechanical royalty rates determined by the Librarian of Congress. For some time, music publishers have expressed concerns about so-called ‘controlled composition’ clauses in recording contracts. Generally speaking, controlled composition clauses are provisions whereby a recording artist who is the

author of a non-dramatic musical work agrees to reduce the mechanical royalty rate payable when a record company makes and distributes phonorecords which include recordings of such artist's compositions. Subject to the exceptions set forth in subparagraph (E)(ii), **the second sentence of subparagraph (E)(i) is intended to make these controlled composition clauses inapplicable to digital phonorecord deliveries.**

Pub. L. No. 104-39, 109 Stat. 336, S. Rep. 104-208 at 41.

Thus, Congress specifically stated that its intention in enacting the amendment discussed above was not just to ensure that a musical artist would receive the statutory minimum rate for DPDs but to make such clauses “*inapplicable*” to digital phonorecord deliveries. Thus, the “Mechanical Royalties” section (which only states that there will be a license at a reduced rate) is statutorily “inapplicable” to permanent downloads.

In addition, even if certain controlled compositions by their language might arguably apply to permanent downloads, there still exists another question: whether the artist had any right to grant a license. Where third parties have purported to grant licenses within their recording agreements to the underlying musical compositions, they may not have had the right to do so as a result of entering into administrator agreements with third parties. In such cases, only their administrators have the right to enter into digital download agreements under the terms of their agreements with the artists. In the cases where Defendants are relying on third party controlled composition clauses, the Court must also determine whether those artists have the right to grant any licenses, and whether Defendants obtained licenses from their administrators, who are the parties having such right.

4. Many of the Written Licenses Do Not Apply to Permanent Downloads on their Face

The next category of songs involve those where Aftermath claims it actually has a license, separate from the controlled composition clause in a recording agreement, authorizing the licensing of the musical compositions for permanent download. As discussed below, however, many of these purported licenses have nothing to do with permanent downloads, and were dumped on Plaintiffs and the Court to confuse the issues.

Copyright licenses are construed narrowly and assumed to prohibit any use not authorized. *S.O.S., Inc. v. Payday, Inc.*, 886 F.2d 1081, 1088 (9th Cir. 1989); *see also Hogan Sys. v. Cybresource Int'l., Inc.*, 158 F.3d 319, 324 (5th Cir. 1998) (noting that copyright licenses are to be given a narrow reading).

Most of the “licenses” Defendants have produced in this case, if they are even signed by the purported grantor, do not purport to grant licenses in permanent download configurations. Instead, they list “physical” configurations such as explicit CD, edited CD, vinyl, cassette, and so on. Under the case law outlined above, the Court cannot interpret licenses that list certain configurations as granting a license in configurations not listed. Limiting copyright licenses to the configurations listed is simply black-letter copyright law. *See, e.g., Rodgers & Hammerstein Org. v. UMG Recordings Inc.*, 2001 U.S. Dist. LEXIS 16111 at *15-*17 (S.D.N.Y. Sept. 25, 2001) (citing *Fred Ahlert Music Corp v. Warner/Chappell Music, Inc.*, 155 F.3d 17, 24 (2d Cir. 1998)); *see also Entm't v. KIDdesigns, Inc.*, 2005 U.S. Dist. LEXIS 44386 (M.D. Tenn. Sept. 14, 2005) (same).

Thus, the veritable plethora of licenses Defendants have produced authorizing Plaintiffs’ Compositions to be reproduced on CDs, CDs with DVD inserts, cassette tapes, vinyls, etc., simply have no relevance to this case unless they also list permanent downloads as a

configuration being licensed. As mentioned above, Plaintiffs will move to exclude these irrelevant licenses. For the same reason, the licenses that Plaintiffs revised to remove references to permanent downloads cannot be construed as granting Defendants the licenses they were required to obtain for the exploitation at issue.

5. Harry Fox Licenses Only the Portion of Compositions they Administer

The final category of purported licenses are those issued by the Harry Fox Agency (“HFA”) for certain compositions, but Harry Fox prominently states that it licenses compositions only on behalf of publishers it represents, and it does not represent Plaintiffs. HFA clearly states in multiple places on its website that if it does not represent all publishers of compositions, someone with a HFA license must still obtain a license from all additional publishers, and HFA’s representative deposed in this case affirmed that this is their policy. HFA also only collects royalties on behalf of represented publishers, and it would be manifestly unfair to allow Aftermath (or any other potential licensee) to obtain a license for only a portion of a composition from HFA – which the licensee knows does not license the entire composition – and then pay royalties only to HFA, giving nothing to the non-HFA-represented publisher. Thus, the licenses Defendants purport to have obtained from HFA for less than 100% of the composition do not shield them from liability.

The Harry Fox Agency, the largest U.S. licensing agency for music publishers, explicitly notes this practice in multiple places on its website: someone wishing to exploit a composition needs to obtain a license not just from HFA for its represented publishers⁸, but also must obtain

⁸ As noted above, Plaintiffs are not represented by HFA.

direct licenses from all other publishers. HFA confirmed in deposition in this case that this is its policy.

6. Plaintiffs have Not Impliedly Licensed the Compositions

Defendants will also likely maintain that Plaintiffs granted them “implied” DPD licenses in the compositions.

An implied license may arise where “(1) a person (the licensee) requests the creation of a work, (2) the creator (the licensor) makes the particular work and delivers it to the licensee who requested it, and (3) the licensor intends that the licensee-requestor copy and distribute his work.” *Lulirama Ltd., Inc. v. Axcoss Broad. Serv.*, 128 F.3d 872, 879 (5th Cir. 1997). “[I]mplied licenses are found only in narrow circumstances.” *John G. Danielson, Inc. v. Winchester-Conant Props., Inc.*, 322 F.3d 26, 40 (1st Cir. 2003) (citing *Effects Assocs., Inc. v. Cohen*, 908 F.2d 555, 558 (9th Cir. 1990)). As the Sixth Circuit has stated, the most important element of an implied license is a finding that “the copyright owners intended that their copyrighted works be used in the manner in which they were eventually used.” *Johnson v. Jones*, 149 F.3d 494, 501-02 (6th Cir. 1998). “Without intent, there can be no license.” *Id.*

None of the three elements of an implied license exist in this case. First, Defendants did not “request” the creation of musical compositions by either Eminem or Plaintiffs. The Recording Agreements neither contemplate nor compel the creation of any compositions, rather they provide for the creation and delivery of *sound recordings*. Furthermore, as to the second and third elements, Plaintiffs expressly *refused* to authorize the reproduction and distribution of their compositions as DPDs, and refused to license any of their works for digital distribution (except “Lose Yourself”).

The cases Defendants cited in their summary judgment motion contain none of these facts, involving instead situations where a work was specifically created in fulfillment of a contract, delivered, and used precisely as intended under the contract. *Effects Assocs., Inc. v. Cohen*, 908 F.2d 555 (9th Cir. 1990) (single work prepared and delivered), *Danielson*, 322 F.3d 26, (same), *I.A.E., Inc. v. Shaver*, 74 F.3d 768 (7th Cir. 1996) (same), and *Johnson v. Jones*, 149 F.3d 494 (same). Unlike here, in those prior cases finding implied licenses, each requesting party consulted with the other regarding the work to be done, delivered the work, but complained about money owed or other non-performance. *Effects*, 908 F.2d at 558-59; *Danielson*, 322 F.3d at 32, 41-42; *Shaver*, 74 F.3d at 771; *Johnson*, 149 F.3d at 497-498.) None of these cases involve a refusal of delivery, refusal to sign licenses, and continuing objections.

Defendants will also no doubt point to Plaintiffs' actions in cashing the checks that accompanied the quarterly publisher royalty statements they send to Plaintiffs as evidence of an implied license. However, as explained above, UMG included one check with each royalty statement. The act of cashing a check, when it includes small amounts of unauthorized income together with large sums of money from authorized uses, with no identification of the inclusion of royalties from unauthorized uses, is not the knowing acceptance of monies sufficient to form the basis of an implied license. Indeed, this matter points to Aftermath's duplicity rather than plaintiffs' intent or knowledge, since a finding of an implied license under these circumstances would effectively allow an infringer to avoid liability by ignoring objections and refusals to execute licenses by surreptitiously remitting revenue from unauthorized sources.

In effect, defendants argue a species of accord and satisfaction, under which a disputed debt may be satisfied upon acceptance of a check indicating payment in full. *See Scipio v. Sony*

Music Entm't, 173 Fed. Appx. 385, 394 (6th Cir. 2006) (citing *Lytle v. Clopton*, 149 Tenn. 655, 663-64, (Tenn. 1923) (quoting 1 Corpus Juris, 529)). The creditor (here, by analogy, plaintiffs) must have accepted the check “with the intention that it operate as a satisfaction.” *Id.* For the reasons shown herein, Plaintiffs’ acceptance of a single check containing mostly royalties for authorized uses, but also containing small and hidden royalties for unauthorized uses, cannot operate as a satisfaction of a claim.

Furthermore, Defendants can in no way claim an implied license for the eight compositions that Apple has sold as permanent downloads and paid Aftermath royalties for such sales, but Aftermath has paid absolutely nothing to Plaintiffs.

C. DEFENDANTS’ CLAIMS

Plaintiffs’ infringement claim fails. All of the compositions at issue (the “Eminem Compositions”) were licensed through Controlled Composition clauses in recording agreements, through separate mechanical licenses, or both. Through these several licenses and Section 115 of the Copyright Act, Aftermath and other record labels may authorize Apple to reproduce and distribute records containing the Eminem Compositions through Apple’s iTunes Store. Even without these express grants of license, Plaintiffs’ infringement claim would still fail. At a minimum, Plaintiffs impliedly licensed the Eminem Compositions by delivering the compositions embodied in sound recordings that they knew would be distributed in all media now known or hereafter developed, and by accepting the proceeds of that distribution for years.

The Eminem Recording Agreements’ Controlled Composition Clause:

Plaintiffs expressly licensed the Eminem Compositions for distribution in all configurations, including the permanent download form. In recording agreements that Eminem, Aftermath and Plaintiffs’ affiliate LLC entered into as of March 9, 1998 and July 2, 2003 (the “Eminem/Aftermath Agreements”), the parties agreed that Eminem would create master sound

recordings embodying compositions, and that Aftermath would own those masters. The parties also agreed that Aftermath and its distributors and licensees would “have the exclusive right” to exploit the masters embodying the Eminem Compositions “in any and all forms of media now known or hereinafter developed.” *See* Eminem/Aftermath Agreements, ¶ 8.

While Aftermath owns the copyright in the master sound recordings, the Eminem/Aftermath Agreements reserve ownership of the separate composition copyrights to their owners. But the purpose of the recording agreements is to allow for the broad distribution of Eminem records, so Aftermath must ensure that it will be able to exploit its own rights in the sound recordings. The Copyright Act recognizes and addresses the practical problem created when two separate copyrights are embodied in a single record. To address that issue, the Copyright Act provides for compulsory licenses of compositions to be embodied in phonorecords, also called mechanical licenses. 17 U.S.C. § 115. A mechanical license allows for the reproduction and distribution of records embodying compositions.

Recording agreements typically include a type of mechanical license, called a Controlled Composition clause. The Eminem/Aftermath Agreements are no different. In the Eminem/Aftermath Agreements, the Controlled Composition clause licenses all compositions written, co-written or controlled by Eminem or by Plaintiffs to Aftermath and its distributors and licensees. *See* Eminem/Aftermath Agreements, ¶ 6 (all Controlled Compositions “will be licensed” to Aftermath and its distributors or licensees. . . “). The definition of “Controlled Compositions” undisputedly includes all of the Eminem Compositions here. Until this lawsuit, Plaintiffs never disputed that this Controlled Composition provision granted a license to embody the Eminem Compositions on records released in every configuration -- be it vinyl, cassette, compact disc, or any other form of media. That only makes sense, given that Plaintiffs and Eminem have been paid millions of dollars for the distribution of records “in any form of media

now or hereinafter developed” that embody the Eminem Compositions, just as the Eminem/Aftermath Agreements provide.

Contradicting the contractual text, settled industry custom and practice, and their own performance under the agreements, Plaintiffs now contend that the Controlled Composition provision in the Eminem/Aftermath Agreements does *not* grant a license in the Eminem Compositions for records distributed in permanent download configuration. Because the Controlled Composition clause is written in the future tense, Plaintiffs claim that it only obligates them to issue a separate license in the future. The Controlled Composition clause, under Plaintiffs’ theory, is essentially an “agreement to agree.” Even under this reading, however, Plaintiffs still are obligated to license the Eminem Compositions. Because even under their own strained interpretation of the Eminem/Aftermath Agreements Plaintiffs are obligated to license the Eminem Compositions, they cannot sustain their infringement claim.

Controlled Composition Clauses in Other Labels’ Agreements with Eminem

In addition to the Eminem/Aftermath Agreements, Eminem entered into agreements with other labels authorizing the distribution of records embodying the Eminem Compositions. Those agreements include Controlled Composition provisions similar to the Controlled Composition provision in the Eminem/Aftermath Agreements. For example, Eminem entered into a recording agreement with Shady Records for the soundtrack to the movie “Eight Mile.” (“Soundtrack Agreement”). Through the Soundtrack Agreement, Eminem “hereby license[d]” to Shady Records the compositions in masters included on that record. *See* Soundtrack Agreement, ¶ 6, 2.

Eminem also granted a license in compositions embodied in masters that he produced for Shady Records’ artists. In an agreement among Shady Records, Interscope Records, Eminem, and Eminem’s production company Angry Blonde, Eminem granted to Interscope and its designees “the irrevocable, non-exclusive right” to reproduce the compositions embodied in any

masters that he produced for Shady Records' artists. *See* Amendment to First Look Agreement, ¶ 14 (adding ¶ 2(viii)).

The Co-Writer Recording Agreements' Controlled Composition Clauses

Several of the Eminem Compositions were co-written with other recording artists, including Dr. Dre, 50 Cent, D12, Obie Trice, and Lloyd Banks. All of these recording artists are subject to their own recording agreements, each of which includes its own Controlled Composition provision. The Eminem Compositions co-written with these co-writers thus were also licensed through the *co-writer's* Controlled Composition provisions. With minor differences, those Controlled Composition provisions provide that the recording artists "grant an irrevocable license" in the compositions embodied on those co-writer's albums to the label, and to the label's licensees or designees.

Individual Mechanical Licenses

In addition to all of the above Controlled Composition provisions, Aftermath and other labels also executed separate, individual mechanical licenses for several of the Eminem Compositions. These licenses provide explicitly that the particular composition has been licensed for distribution in permanent download format.

Many of these separate mechanical licenses were issued by co-writers. Others were issued on behalf of Plaintiffs themselves. For example, Plaintiff Eight Mile Style, LLC entered into a mechanical license specifically authorizing the distribution of records containing the composition "Lose Yourself" in permanent download format.⁹ Eight Mile Style also entered into co-publishing and/or administration agreements with Ensign Music Corp. ("Ensign"). On behalf of Plaintiff Eight Mile Style, Ensign (and its parent, Famous Music) issued mechanical licenses for several of the Eminem Compositions to be distributed in permanent download format. Eight

⁹ Although Plaintiff Eight Mile Style purported to terminate this mechanical license for "Lose Yourself" in August of 2008, Aftermath immediately availed itself of the compulsory license statute to obtain a license for that composition.

Mile Style also executed a separate mechanical license allowing Zomba Music to reproduce the composition “Lose Yourself” in a parody by Weird Al Yankovic entitled “Couch Potato.”

* * *

The reproduction and distribution of Eminem records embodying the Eminem Compositions through Apple’s iTunes Store is authorized by each and every one of these licenses, both by their express terms and by operation of law. Each of the Controlled Composition provisions in this case extend the rights in compositions beyond the distributing label to the labels’ “distributors/licensees” or “licensees and designees.” The Copyright Act also permits the holder of a mechanical license, like the licenses at issue here, “to distribute or *authorize the distribution of a phonorecord*” embodying a composition in the permanent download configuration. 17 U.S.C. § 115. Both as a contractual matter and as a matter of Copyright Law, Apple’s right to distribute Eminem records embodying Eminem Compositions is encompassed within the licenses granted to Aftermath and the other record labels described above.

Finally, even if there were no express licenses, Plaintiffs impliedly licensed the Eminem Compositions to Aftermath and Apple by delivering the compositions embodied in sound recordings that they understood would be distributed in all media now or hereafter developed, and in accepting the proceeds from that distribution for years. The law does not permit a copyright owner to sue for infringement in those circumstances.

D. STIPULATION OF FACTS

The parties are meeting and conferring with regard to potential stipulated facts and will submit such stipulations to the Court in advance of trial.

E. ISSUES OF FACT TO BE LITIGATED

Plaintiffs:

- a. Whether Plaintiffs are the owners of the copyrights involved in this action;

- b. Whether Apple copied or authorized the copying of plaintiffs' musical compositions, or otherwise took action that violated any of Plaintiffs' exclusive rights in the musical compositions;
- c. Whether Aftermath improperly copied Plaintiffs' Compositions, or authorized or otherwise materially contributed to the copying of Plaintiffs' Compositions in violation of Plaintiffs' exclusive rights;
- d. Whether Aftermath had the right and ability to supervise Apple's conduct, and a financial interest in Apple's activities;
- e. Whether Plaintiffs were damaged by the activities of Apple and Aftermath, and if so, the amount of the damages, including possibly the appropriate amount of statutory damages
- f. Whether the activities of Apple and Aftermath were willful
- g. To the extent it is a factual issue, whether Defendants have a license or other valid defense that insulates them from liability for the claims of Plaintiffs.

Defendants:

In Defendants' view, there are no material facts in dispute, only legal questions of contract interpretation. While some of the legal questions may overlap with fact issues, those fact issues that are material are beyond dispute. To the extent Plaintiffs argue otherwise, the evidence will show that:

1. One of the primary purposes of a recording agreement is to allow the record company to distribute records in any and all formats. It is the custom and practice in the recording industry to include Controlled Composition clauses in artists' recording agreements so that the record company may distribute records embodying compositions by that recording artist.

2. The parties to the Eminem/Aftermath Agreements understood and intended that the Eminem/Aftermath Agreements would permit Aftermath to distribute Eminem records, including the compositions written, co-written or controlled by Eminem or his affiliated companies or producers embodied in those records.
3. The advent of digital distribution does not change the terms of the Eminem/Aftermath Agreements, which expect that distribution of records necessarily embodying the Eminem Compositions would take place “in any form of media now or hereafter known.”
4. Under ordinary industry custom and practice, Plaintiffs have already received a license on precisely the reasonable terms the law would imply.
5. Plaintiffs have no evidence of any agreement between themselves or Eminem and any co-writers of the Eminem Compositions agreeing to only license their respective share of the Eminem Compositions.
6. In 2001, the Recording Industry Association of America (“RIAA”) agreed with the National Music Publisher’s Association and the Harry Fox Agency that RIAA members could rely on one co-writer’s license to authorize distribution of a whole composition for distribution in certain digital configurations, including permanent downloads.
7. For a majority of the Eminem Compositions, Plaintiffs only own or administer a portion of the composition. To the extent Plaintiffs establish liability and damages become relevant, Plaintiffs should only recover actual damages or profits correlating to their percentage ownership of each composition.
8. Apple had significant costs that should be deducted from any award of profits, in the event Plaintiffs prove liability and elect to obtain profits as damages.
9. Aftermath had significant costs that should be offset, or at a minimum be deducted from, any damage award, in the event the Court rules that Aftermath’s profits are at issue, Plaintiffs prove liability, and Plaintiffs elect to obtain profits as damages.
10. In the event Plaintiffs establish liability and damages become relevant, Plaintiffs should not obtain any of Defendants’ profits that are properly apportioned to factors other than the compositions alleged to have been infringed -- including but not limited to any profits properly apportioned to the sound recording, the artist’s appeal, record labels’ or Apple’s marketing efforts, etc.

11. In the event Plaintiffs attempt to prove that the alleged infringement was “willful,” the evidence will show that Defendants had a good faith belief that the licenses at issue in this action authorized the distribution of Eminem records embodying the Eminem Compositions through Apple’s iTunes Store.
12. Plaintiffs have recently asserted a claim to mechanical royalties for certain “skits” that appear on Eminem and D12 albums. These “skits” are non-musical works, not compositions. The agreements Plaintiffs have produced with writers of the Eminem Compositions do not confer publishing rights for non-musical material, so Plaintiffs do not have the right to assert a claim of infringement for these non-musical works.
13. Aftermath or the applicable record label has paid Plaintiffs all necessary mechanical royalties for the exploitation of the Eminem Compositions in records sold in permanent download form based on the full statutory rate

F. ISSUES OF LAW TO BE LITIGATED

Plaintiffs:

- c. Whether Apple and Aftermath are liable for direct, contributory, or vicarious copyright infringement;
- d. What extrinsic evidence, if any, is admissible to alter the explicit terms of a recording agreement;
- e. Whether the 1998 and 2003 Recording Agreements grant Defendants licenses for permanent downloads of Plaintiffs’ Compositions;
- f. Whether the recording agreements between other recording artists and Aftermath or other Universal-owned or controlled record companies grant Defendants licenses for permanent downloads of some of Plaintiffs’ Compositions;
- g. Whether the purported licenses produced by Aftermath are valid licenses for permanent downloads;
- h. Whether a permanent download license for a portion of a musical composition

insulates Defendants from copyright liability under the facts of this case;

- i. Whether Aftermath can obtain a digital download compulsory license following the termination of a negotiated license;
- j. Whether Plaintiffs are entitled to the declaratory relief they seek, including
 - i. An injunction preventing Apple and all persons or parties in concert or privity with from reproducing and distributing the Compositions without Eight Mile's and Martin's consent;
 - ii. A declaration that Apple's reproduction and distribution of plaintiffs' copyrighted works constitute acts of willful copyright infringement, and declare that Apple and all persons or parties in concert or privity with it may not reproduce or distribute the Compositions without the express written permission of plaintiffs;
 - iii. a temporary restraining order, preliminary injunction and permanent injunction against Aftermath preventing Aftermath and all persons or parties in concert or privity with it from purporting to authorize any third party to reproduce and distribute the Compositions without Eight Mile's and Martin's consent;
 - iv. a declaratory judgment that Aftermath's purported authorization of Apple's reproduction and distribution of plaintiffs' copyrighted works constitute acts of willful copyright infringement, and declare that Aftermath and all persons or parties in concert or privity with it may not purport to authorize the reproduction or distribution the Compositions

without the express written permission of plaintiffs

Defendants:

In Defendants' view, the trial will focus on the interpretation of the licenses that Defendants contend authorized the distribution that Plaintiffs here challenge. Defendants will present evidence and testimony to establish that:

1. The Controlled Composition clauses in the Eminem/Aftermath Agreements authorize the distribution of records that embody the Eminem Compositions through Apple's iTunes Store.
2. The Controlled Composition clauses in Eminem's agreements with other labels, including Shady Records and Interscope Records, authorize the distribution of records that embody the Eminem Compositions through Apple's iTunes Store.
3. The Controlled Composition clauses in recording agreements executed by the several recording artist co-writers of the Eminem Compositions—including 50 Cent, Dr. Dre, D12, Lloyd Banks and Obie Trice—authorize the distribution of records that embody the Eminem Compositions through Apple's iTunes Store.
4. Separate, individual mechanical licenses -- including those granted by co-writers or their publishing designees, those granted by Ensign or Famous on behalf of Eight Mile Style, and the individual license for "Lose Yourself" by Eight Mile Style -- all authorize the distribution of records that embody the Eminem Compositions through Apple's iTunes Store.
5. The contracts' language, settled rules of contractual interpretation, the Copyright Law, industry custom and practice, and the parties' past performance under the contracts favor Defendants' interpretation of the Eminem/Aftermath Agreements over Plaintiffs' interpretation.
6. Even if Plaintiffs' interpretation of the Controlled Composition clause in the Eminem/Aftermath Agreements were correct, Plaintiffs would still be obligated to grant a license and so cannot sue for infringement.
7. To the extent Plaintiffs contend that the Controlled Composition clause lacks terms, the law implies reasonable terms based on the parties' expectations as defined by custom and practice in the recording industry.

8. All of the facts here—including Plaintiffs’ acceptance of the proceeds from the distribution of Eminem records through iTunes, Plaintiffs’ performance under the agreements, and Plaintiffs’ contractually expressed understanding that Aftermath and the other labels would distribute the Eminem or other records “in all forms of media now or hereafter known” —create an implied license for the challenged distribution.
9. Under settled copyright law, a non-exclusive license from a co-writer of a work, such as a composition, grants the right to distribute the whole work, subject to a duty to account to the other co-writers for any proceeds.
10. Absent specific language to the contrary in the license itself, a license from one co-writer of a particular composition is sufficient to authorize distribution of the entire composition.
11. Plaintiffs are not entitled to mechanical royalties from non-musical works, such as “skits.” The agreements Plaintiffs have produced with writers of the Eminem Compositions do not confer publishing rights for non-musical material, so Plaintiffs do not have the right to assert a claim of infringement for these non-musical works.
12. Plaintiffs are precluded from suing for infringement on the grounds of waiver, estoppel, and/or laches.
13. To the extent Plaintiffs recover any damages, Defendants are entitled to a set-off.

G. EVIDENCE PROBLEMS LIKELY TO ARISE AT TRIAL

Plaintiffs:

Plaintiffs plan to file five motions *in limine* to exclude evidence Defendants have indicated they plan to offer at trial:

First, Plaintiffs will file a motion to exclude the testimony of Stephen Marks, General Counsel of the RIAA, who Defendants disclosed as a potential witness for the first time on August 24, 2009.

Second, Plaintiffs will file a motion to exclude any testimony from Defendants’ witnesses as to their understanding of the meaning of the 1998 and 2003 Recording Agreements. As

described above, California law strictly limits what constitutes relevant evidence when interpreting the meaning of a contract, and any attempt to offer evidence as to one party's unexpressed intent or unexpressed understanding of the meaning of a contract is forbidden. Plaintiffs will also ask the Court to exclude other purported extrinsic evidence that is not appropriate in this case.

Third, Plaintiffs will move to exclude the testimony of Defendants' purported expert witness Peter Paterno. Defendants identified Mr. Paterno as an expert on "controlled composition clauses" in recording agreements. The testimony of Mr. Paterno first shows he is no such expert. Furthermore, Defendants refused to have Mr. Paterno produce a written report because he is Aftermath's outside counsel. Mr. Paterno's deposition testimony, taken to ascertain the "expert" opinions he planned to offer, makes it clear that Mr. Paterno was named in an attempt to skirt California contract law, described above, which does not allow a witness to offer evidence as to his or her unexpressed understanding of provisions in a contract, since Mr. Paterno himself drafted the 1998 Recording Agreement that is at the heart of this action, but admits there were no discussions about it during the negotiations or thereafter.

Fourth, Plaintiffs will move the Court to rule as a matter of law that the Mechanical Royalties section in the 1998 and 2003 Recording Agreements do not apply to permanent downloads as a matter of law.

Fifth, Plaintiffs will move to exclude the licenses Defendants have included on their exhibit list that do not purport to authorize reproduction of the compositions in a digital download configuration. Licenses that apply only to physical configurations cannot be relevant to the question of whether Defendants obtained licenses for permanent downloads. Plaintiffs will

move to exclude, among other documents, the purported licenses Defendants first produced in June, 2009.

Defendants:

1. Plaintiffs should not be permitted to introduce any evidence of gross revenue or “profits” from Aftermath. There is no claim of infringement against Aftermath, so any evidence of Aftermath’s gross revenue or “profits” is irrelevant and prejudicial. Aftermath’s gross revenues or profits would be relevant only if this Court grants Plaintiffs’ motion for leave to amend.
2. Plaintiffs should not be permitted to introduce any evidence of gross revenue or “profits” from any other record label for those compositions exploited by labels other than Aftermath, because no other label is a party to this action. Any evidence of other labels’ gross revenues or profits is irrelevant, unreliable, and prejudicial.
3. As Defendants have argued in the pending motion to exclude, Plaintiffs should not be permitted to introduce any evidence relating to their claim of “indirect profits” from the sale of iPods, because such evidence is irrelevant, unreliable, and potentially prejudicial.
4. At deposition, Plaintiffs limited the testimony of their witness Mark Levinsohn, and represented that they would similarly limit Mr. Levinsohn’s testimony at trial. Specifically, Plaintiffs’ counsel represented in deposition that Mr. Levinsohn would only testify to “his conversations with Universal, and his negotiations for the Eight Mile license. And to the extent he had any conversation concerning those contracts with Universal and Eminem.” Levinsohn Dep., 215:23-217:16. Plaintiffs would not permit Mr. Levinsohn to testify on anything other than those specific issues, asserting claims of privilege and work product to topics including Plaintiffs’ practices, other music industry professionals’ practices, or Mr. Levinsohn’s own experience in the music industry. Mr. Levinsohn’s trial testimony must therefore be limited to the narrow scope of issues he testified to in deposition, and that Plaintiffs’ counsel represented his testimony would be limited to at trial.
5. Mike Boila and Tim Hernandez, witnesses on Plaintiffs’ “may call” list, should be excluded as witnesses due to Plaintiffs’ failure to disclose them in a timely manner during the discovery period.

6. The deposition of Maurice Russell, a third-party witness, was also limited because of claims of privilege. Defendants were not allowed to inquire into his basis of knowledge regarding his understanding of a key industry agreement. That testimony should be excluded because Defendants were precluded from cross-examining Russell adequately in light of the privilege claims.
7. Plaintiffs should not be permitted to introduce the testimony of Howard Abrams. Mr. Abrams is a law professor who has been designated to give testimony on the meaning of the contractual language in the Eminem/Aftermath Agreements' Controlled Composition clause. Mr. Abrams has no industry experience, and is opining purely as a copyright professor. As such, he is testifying only about what the law provides, which invades the exclusive province of the Court. *See United States v. Curtis*, 782 F.2d 593, 599 (6th Cir. 1986).
8. Plaintiffs should not be permitted to assert their belated claim regarding certain "skits" on Eminem and D12 albums, because they failed to assert it in a timely manner. Also, the agreements Plaintiffs have produced with writers of the Eminem Compositions do not confer publishing rights for non-musical material, so Plaintiffs do not have the right to assert a claim of infringement for these non-musical works.

H. WITNESSES

Plaintiffs:

Plaintiffs state they **will call** the following witnesses to testify at trial.

1. Joel Martin
2. Howard Abrams
3. Gary Cohen
4. Mark Levinsohn
5. Melissa Van Hagen
6. Eddie Cue (via deposition)

Plaintiffs **may call** the following witnesses to testify at trial. Plaintiffs will present the testimony of any witnesses outside the subpoena power of this court and not under Plaintiffs control or otherwise willing to appear voluntarily by deposition.

1. Punch Andrews
2. Pat Blair. Testimony will be presented live or via deposition.
3. Mike Boila
4. Todd Douglas. Testimony will be presented live or via deposition.

5. Fred Eisler. Testimony will be presented live or via deposition.
6. Leo P. Ferrante. Testimony will be presented live or via deposition.
7. Chad Gary. Testimony will be presented live or via deposition.
8. James A. Harrington. Testimony will be presented live or via deposition.
9. Tim Hernandez.
10. Rand Hoffman. Testimony will be presented live or via deposition.
11. Tegan Kossowicz. Testimony will be presented live or via deposition.
12. Steven Leung. Testimony will be presented live or via deposition.
13. Marnie Nieves. Testimony will be presented live or via deposition.
14. Cynthia Oliver. Testimony will be presented live or via deposition.
15. Michael Ostroff. Testimony will be presented live or via deposition.
16. Peter Paterno. Testimony will be presented live or via deposition.
17. Lisa Rogell. Testimony will be presented live or via deposition.
18. Patrick Sullivan.
19. Maurice Russell, The Harry Fox Agency. Testimony will be presented via deposition, if called.
20. Michael Peterson, Kobalt Music Publishing America. Testimony will be presented live or via deposition.
21. Ensign Music Corp (Sony/ATV). Testimony will be presented live or via deposition.
22. Nancie Stern, Music Resources, Inc. Testimony will be presented live or via deposition.
23. Universal Music Publishing/Rondor Music International. Testimony will be presented live or via deposition.
24. All witnesses on Defendants' Witness List. Testimony will be presented live or via deposition.
25. Witnesses not named herein, solely for impeachment purposes or as rebuttal witnesses.

Defendants:

WITNESSES DEFENDANTS EXPECT TO CALL

1. Rand Hoffman
2. Peter Paterno
3. Tegan Kossowicz
4. Steven Leung

WITNESSES DEFENDANTS MAY CALL IF THE NEED ARISES

1. Charles Ciongioli
2. Steve Berman
3. John Hansen

4. Steve Marks
5. Eddy Cue
6. Michael Ostroff
7. Stan Ng
8. Charles Lancaster
9. Tamara Whiteside
10. Todd Douglas
11. Chad Gary
12. Cynthia Oliver
13. Marnie Nieves
14. Any additional witnesses whose testimony is identified in the attached deposition designation tables at Ex. D.
15. Defendants also may call, and reserve their right to call, any witness identified in Plaintiffs' trial witness disclosure.

I. EXHIBITS

The parties jointly ask the Court by signing this Order to pre-admit the exhibits listed on the attached Exhibit A. The parties have also submitted separate exhibit lists with the opposing side's objections noted. Plaintiffs' Exhibits with Defendants' Objections noted are at Exhibit B, and Defendants' Exhibits with Plaintiffs' Objections noted are at Exhibit C.

J. DEPOSITIONS

Attached as Exhibit D are Plaintiff's and Defendants' designations, objections, and counter-designations to the deposition testimony each side seeks to admit. The parties will prepare transcripts for the Court's review in the format the Court prefers, to be determined at the Final Pretrial Conference.

K. DAMAGES

Defendants do not stipulate to any of Plaintiffs' damages.

Plaintiffs claim the following damages:

a. Defendant Apple's Profits:

Plaintiffs claim as damages a total of \$2,577,710 of Apple's profits from the exploitation of Plaintiffs' Compositions on iTunes, plus a share of Apple's profits from its sales of iPods, because some portion of those sales can be attributed to the presence of Plaintiffs' Compositions in Apple's iTunes store. Plaintiffs' damages from Apple can be broken down by composition as follows:

40 Oz: \$6,368.24
6 in the Morning: \$3,641.40
8 Mile: \$43,257.95
8 Miles and Runnin': \$2,557.66
American Psycho 2: \$4,928.12
Ass Like That: \$87,046.74
Average Man: \$1,848.35
Big Weenie: \$22,018.19
Bitch: \$4,032.39
Business: \$19,658.55
Cheers: \$1,786.82
Cleanin' Out My Closet: \$81,855.92
Crazy In Love: \$23,883.75
Criminal: \$10,137.01
Curtains Close: \$412.24
Curtains Up: \$354.47
Don't Come Down: \$1,945.42
Don't Push Me: \$13,782.33
Drips: \$7,080.43
Dude: \$75.62
Em Calls Paul: \$15,283.06
Em Calls Paul Skit: \$480.79
Encore: \$12,885.70
Encore / Curtains Down: \$18,189.46
Encore / Curtains Up: \$1,453.91
Evil Deeds: \$22,039.50

Fack: \$10,137.01
Final Thought: \$15,527.08
Follow My Life: \$1,366.43
GATman and Robbin: \$19,196.15
Get My Gun: \$4,316.84
Git Up: \$5,874.42
Got Some Teeth: \$7,634.73
Guilty Conscience: \$6,684.54
Hailie's Song: \$35,555.53
Hands On You: \$1,735.41
High All the Time: \$15,766.64
Hoodrats: \$1,321.70
How Come: \$33,353.04
I'm Supposed to Die Tonight: \$18,613.55
In My Hood: \$9,435.69
Just Don't Give a Fuck: \$2,347.90
Just Lose It: \$95,589.17
Keep Talkin': \$3,508.54
Lady: \$2,397.45
Leave Dat Boy Alone: \$3,122.84
Like Toy Soldiers: \$133,045.64
Lose Yourself: \$466,915.63
Love Me: \$6,857.24
Love You More: \$15,287.39
Loyalty: \$3,249.64
Many Men (Wish Death): \$46,777.47
Mockingbird: \$185,739.37
Mosh: \$43,969.01
My 1st Single: \$18,427.87
My Band: \$42,337.19
My Dad's Gone Crazy: \$32,083.61
Never Enough: \$22,521.44
Never Forget Ya: \$1,350.58
On Fire: \$20,392.53
One Shot 2 Shot: \$23,325.10
Outro: \$1,776.29
Patiently Waiting: \$27,577.20
Paul: \$15,283.06
Paul Skit: \$300.59
Places to Go: \$7,058.29
Puke: \$32,837.25
Rabbit Run: \$18,406.73
Rain Man: \$22,662.52
Rap Game: \$2,984.65

Ricky Ticky Toc: \$15,286.88
Role Model: \$1,904.33
Say Goodbye to Hollywood: \$16,105.19
Say What U Say: \$15,510.75
Shake That: \$10,137.01
Shit Hits the Fan: \$4,414.78
Shit On You: \$1,448.92
Sing For the Moment: \$60,877.19
Soldier: \$24,301.28
Spend Some Time: \$19,138.46
Spit Shine: \$2,558.17
Spread Yo Shit: \$1,242.51
Square Dance: \$19,817.80
Steve Berman: \$200.51
Steve's Coffee House: \$114.32
Stimulate: \$9,748.65
Superman: \$73,779.59
The Kiss: \$10,331.98
The Real Slim Shady: \$11,671.40
Til The End: \$3,474.27
Till I Collapse: \$100,328.98
Warrior, Part 2: \$10,311.41
We All Die One Day: \$2,995.66
We As Americans: \$15,287.65
When the Music Stops: \$17,911.96
White America: \$33,742.98
Without Me: \$113,360.16
Yellow Brick Road: \$17,915.51

b. Apple's iPod Profits

Plaintiffs also claim as indirect damages a share of the profits Defendant Apple made from sales of iTunes, based on the theory that some portion of those sales are attributable to the presence of Plaintiffs' Compositions on Apple's iTunes service. Plaintiffs have calculated Apple's profit from the sales of iPods that could potentially be attributable to Plaintiffs' Compositions as approximately \$16 million, but claim only a portion of this as damages.

c. Defendant Aftermath's Profits:

Plaintiffs claim as damages \$4,026,473 of Aftermath's profits from Apple's exploitation of Plaintiffs' Compositions on iTunes. Aftermath's profits can be broken down by composition as follows:

40 Oz: \$9,947.42
6 in the Morning: \$5,687.99
8 Mile: \$67,570.42
8 Miles and Runnin': \$3,995.16
American Psycho 2: \$7,697.89
Ass Like That: \$135,970.03
Average Man: \$2,887.19
Big Weenie: \$34,393.17
Bitch: \$6,298.74
Business: \$30,707.32
Cheers: \$2,791.06
Cleanin' Out My Closet: \$127,861.79
Crazy In Love: \$37,343.94
Criminal: \$15,834.36
Curtains Close: \$643.93
Curtains Up: \$23,872.67
Curtains Up Skit: \$553.69
Don't Come Down: \$3,038.82
Don't Push Me: \$21,528.47
Drips: \$20,432.07
Dude: \$118.13
Em Calls Paul: \$23,872.67
Em Calls Paul Skit: \$751.00
Encore: \$20,127.91
Encore / Curtains Down: \$28,412.57
Encore / Curtains Up: \$2,271.06
Encore / Curtains Down: \$23,872.67
Evil Deeds: \$34,426.48
Fack: \$15,834.36
Final Thought: \$24,253.84
Follow My Life: \$2,134.40
GATman and Robbin: \$29,985.05
Get My Gun: \$6,743.05
Git Up: \$9,176.05
Got Some Teeth: \$11,925.71
Guilty Conscience: \$10,441.49
Hailie's Song: \$55,538.97
Hands On You: \$2,710.77

High All the Time: \$24,628.03
Hoodrats: \$2,064.53
How Come: \$52,098.63
I'm Supposed to Die Tonight: \$29,075.03
In My Hood: \$14,738.89
Just Don't Give a Fuck: \$3,667.50
Just Lose It: \$150,875.64
Keep Talkin': \$5,480.46
Lady: \$3,744.90
Leave Dat Boy Alone: \$4,877.99
Like Toy Soldiers: \$207,821.92
Lose Yourself: \$729,338.45
Love Me: \$10,851.83
Love You More: \$23,879.44
Loyalty: \$5,076.05
Many Men (Wish Death): \$73,068.01
Mockingbird: \$290,131.34
Mosh: \$68,681.12
My 1st Single: \$28,784.98
My Band: \$66,132.17
My Dad's Gone Crazy: \$50,115.71
My Toy Soldiers: \$14,738.89
Never Enough: \$35,179.26
Never Forget Ya: \$2,109.65
On Fire: \$31,853.86
One Shot 2 Shot: \$36,434.62
Outro: \$2,774.63
Patiently Waiting: \$43,076.53
Paul: 23,872.67
Paul Skit: \$469.54
Places to Go: \$11,025.30
Puke: \$48,592.93
Rabbit Run: \$28,751.97
Rain Man: \$35,426.65
Rap Game: \$4,670.57
Ricky Ticky Toc: \$23,878.64
Role Model: \$2,974.63
Say Goodbye to Hollywood: \$25,156.86
Say What U Say: \$24,228.32
Shake That: \$15,834.36
Shit Hits the Fan: \$6,896.03
Shit On You: \$2,263.26
Sing For the Moment: \$95,092.27
Soldier: \$37,959.44

Spend Some Time: \$28,894.94
Spit Shine: \$3,995.96
Spread Yo Shit: \$1,940.83
Square Dance: \$30,956.08
Steve Berman: \$313.21
Steve's Coffee House: \$178.57
Stimulate: \$15,227.72
Superman: \$115,246.28
The Kiss: \$16,138.90
The Real Slim Shady: \$18,231.14
Til The End: \$5,426.94
Till I Collapse: \$156,717.35
Warrior, Part 2: \$16,106.79
We All Die One Day: \$4,679.33
We As Americans: \$23,879.84
When I'm Gone: \$15,834.36
When the Music Stops: \$27,979.10
White America: \$52,707.70
Without Me: \$177,072.52
Yellow Brick Road: \$27,984.64

d. Actual Damages:

Plaintiffs claim "actual damages" of \$52,541 stemming from eight compositions for which neither Apple nor Aftermath paid plaintiffs anything for mechanical royalties.

L. TRIAL

The trial shall be a non-jury trial.

If the motion for leave to amend is denied and the motion to exclude iPod profits is granted, Defendants anticipate that opening statements and all trial testimony could be completed within three to four trial days. The parties could then prepare post-trial briefs and present closings at a schedule directed by the Court.


If the motion for leave to amend is granted, Defendants will need additional time before trial begins to respond to the new complaint, take any necessary discovery from Plaintiffs, and prepare to defend against the newly asserted claims.

Plaintiffs estimate the trial will take 5 to 7 days in any event.

M. SETTLEMENT

The parties have mediated this dispute three times before three different mediators, most recently on July 31 of this year in Los Angeles, California. Efforts thus far to resolve the dispute short of trial have not been successful. Plaintiffs do not request that the Court schedule a mediation to take place prior to trial commencing.

Dated: **SEP 10 2009**


UNITED STATES DISTRICT JUDGE

WE STIPULATE TO THE ENTRY OF THE ABOVE ORDER:

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Exhibit A - Joint List

Ex No.	Dated	Description	Bates
005	3/9/1998	Executed agreement for Marshall B. Mathers AKA Eminem between F.B.T. Productions and Aftermath Entertainment	AFT 20115 - 20131
008		Inducement letter executed by Marshall B. Mathers dated March 9, 1998 (AFT-0000037)	
009		Letter dated October 15, 2004 from Melissa Emily to Howard King enclosing the FBT Recording Agreement / Novation dated September 27, 2000 between Aftermath Entertainment et. al. and F.B.T. Productions f/s/o Marshall B. Mathers AKA Eminem (AFT-0020331)	
010		Executed artist agreement between Marshall B. Mathers AKA Eminem and Aftermath Records dated July 2, 2003 (AFT-0020067)	
017		Facsimile letter dated November 19, 2004 from Lisa Rogell to Gary Stiffelman, R. Hoffman, J. Martin, T. Sedlmayr, P. Rosenberg, P. Paterno and M. Levinsohn attaching a fully executed Aftermath and Marshall B. Mathers artist agreement amendment (AFT-0020093)	
018		Executed amendment agreement to July 2, 2003 Aftermath and Marshall B. Mathers Artist agreement dated October 14, 2005 (AFT-0000139)	
019		Email dated October 27, 1993 from Rand Hoffman to Gary Stiffelman regarding breakdown of Eminem album tracks sold by Apple (AFT-0001073)	
020G		07/19/05 Fax from Rob Cohen to Alan Skeina; redlined copy of the Ring Tone License Agreement	

22	5/2/2003	Mechanical Reproduction License between Eight Mile and Universal for permanent downloads	8M 0001 - 0004
23	6/17/2003	License between Eight Mile Style and Universal for "The Eminem Show"	8M 0062 - 0063
24	7/9/2003	Permanent Download License for "The Eminem Show" between Eight Mile Style and Universal	8M 0058 - 0061
25	1/30/2004	Mechanical Reproduction License between Eight Mile and Universal for permanent downloads	8M 0068 - 0069
33	6/20/2002	Copyright License Agreement between UMG Recordings, Inc. and Eight Mile Style regarding songs by Eminem	8M 0080 - 0082
35	7/9/2003	Copyright License Agreement between UMG Recordings, Inc. and Eight Mile Style regarding songs by Eminem	8M 0092 - 0094
38	1/30/2004	Mechanical Reproduction License Agreement for permanent downloads of Obie Trice Songs between Eight Mile Style and Universal	8M 0100 - 0103
41	1/30/2004	Mechanical Reproduction License Agreement Between Universal and Jaceff Music	8M 0121 - 0124
43	11/14/2005	License request from Universal to Eight Mile Style for songs from the Album "Massacre"	8M 0064
45	12/23/2003	License Agreement for The Album "The Hunger for More" by Lloyd Banks between Eight Mile Style and Universal Music Group	8M 0215 - 0216
46	12/22/2003	Mechanical Reproduction License between Eight Mile Style and Universal for "Cheers" album by Obie Trice	8M 0223 - 0227
48	10/11/2002	Letter from Chad Gary (Universal) to Joel Martin regarding licensing digital downloads; Fax cover sheets attached	8M - 0013 - 0018

49	9/17/2003	Mechanical Reproduction License request between Eight Mile Style and Universal for "Get Rich ro Die Tryin" album by 50 Cent	AFT 55414 - 55416
52	7/21/2003	Copyright License Agreement between Universal Music Group and Eight Mile Style regarding album "Get Rich or Die Tryin" by 50 Cent	8M 0133 - 0136
55	6/25/2002	Mechanical License between Eight Mile Style and Universal Music Group for "The Eminem Show"	
56	12/26/2002	Copyright License Agreement between Eight Mile Style and Universal Music Group for the 8 Mile Soundtrack Album	
57	11/15/2005	Copyright License Agreement between Dirty Steve's Music, LLC and UMG Recordings, Inc. for the album "The Massacre" by 50 Cent	8M 0137 - 0147
60	01/01/2002 - 03/31/2005	Publisher Royalty Statements (and copies of royalty checks) to Eight Mile Style from UMG Recordings	8M 0249 -0746
200		Executed agreement between F.B.T. Productions and Marshall Bruce Mathers III dated November 28, 1995 (FBT-001)	
201		Schedule 1 - Plaintiffs' Compositions	
203		Email dated November 3, 2004 from Lisa Rogell to Gary Stiffelman, Mark Levinsohn and Rand Hoffman attaching a draft of the amended July 2, 2003 agreement between Aftermath and Marshall Mathers (AFT-0020323)	
204	various	Series of License Requests addressed to Eight Mile Style	
206	7/27/2007	Letter to Apple Comuter, Inc. from Norman Ankers regarding Unauthorized Distribution and copyright infringement	FBT 0125 - 0128
214	12/22/2003	Copyright License Agreement between Universal Music Group and Eight Mile Style regarding album "Cheers" by Obie Trice	8M - 0825 - 0830

215	9/30/2004	Email between Melissa Emily Van Hagan and Todd Douglas regarding Obie Trice License	AFT 57544
216	9/30/2004	Email between Melissa Emily Van Hagan and Todd Douglas regarding Obie Trice License	AFT 57545 - 57546
217	9/24/2004	Letter from Melissa Emily (Eight Mile Style) to Todd Douglas (Universal Music Group) regarding Mechanical Licenses for the Obie Trice album "Cheers"	AFT 55450 - 55458
218	12/22/2004	Copyright License Agreement between UMG Recordings, Inc. and Eight Mile Style regarding the album "Encore" by Eminem	8M - 0203 - 0208
219	1/3/2005	Email between Melissa Emily Van Hagan and Todd Douglas regarding Eminem "Encore" Schedule and License	AFT 57459 - 57462
220	1/6/2005	Email between Melissa Emily Van Hagan and Todd Douglas regarding Eminem "Encore" Schedule and License	AFT 57466
221	1/5/2005	Email between Melissa Emily Van Hagan and Todd Douglas regarding Eminem "Encore" Schedule and License	AFT 57463
222	various	Copyright License Agreements between Universal and Eight Mile Style for various songs	8M 0747 - 0846
223	10/9/2002	Draft of License Agreements between Universal and Eight Mile; Letter and notes sent by Mark Levinsohn to Chad Gary	
231		A Publishing Licensing Primer Prepared by RightsFlow LLC	SULLIV 0329 - 0334
232	7/21/2008	Emails between Ramona DeSalvo (King & Ballow) and Patrick Sullivan regarding Publishing License Primer	SULLIV 0527 - 0528
233		Patick Sullivan Bio and Resume	SULLIV 0443 - 0447

234	8/26/2008	Description of RightsFlow from webpage: http://www.rightsflow.com/outsourced_solutions.php	
236	10/5/2001	Publishing Agreement between RIAA, NMPA and The Harry Fox Agency	SULLIV 0295 - 0314
247		Compulsory License from The Harry Fox Agency	No Bates
250	8/27/2008	Email between Ramona DeSalvo (King & Ballow) and Patrick Sullivan regarding Summary Judgment Declaration	8M - 1019 - 1026
253	8/27/2008	Email between Ramona DeSalvo (King & Ballow) and Patrick Sullivan regarding Summary Judgment Declaration	8M - 1010 - 1018
254	3/15/2004	Copyright License Agreement between Zomba recording Corporation and Eight Mile Style, LLC	APP 0044 - 0046
255	8/13/2008	Invoice for services to Eight Mile Style and Martin Affiliated performed by Howard Abrams	ABRAMS 0040 - 0041
256	9/4/2008	Invoice for services to Eight Mile Style and Martin Affiliated performed by Howard Abrams	ABRAMS 0042 - 0043
257	8/11/2008	Email between Marc Guilford and Howard Abrams regarding documents for Mr. Abrams to review to prepare expert report	ABRAMS 0074
258	8/11/2008	Email between Marc Guilford and Howard Abrams regarding documents for Mr. Abrams to review to prepare expert report	ABRAMS 0075
259	8/11/2008	Email between Richard Busch and Howard Abrams regarding expert report	ABRAMS 0064 - 0068
260	8/12/2008	Email between Marc Guilford and Howard Abrams regarding documents for Mr. Abrams to review to prepare expert report	ABRAMS 0078

261	8/12/2008	Email between Marc Guilford and Howard Abrams regarding documents for Mr. Abrams to review to prepare expert report	ABRAMS 0085
262	8/13/2008	Email between Marc Guilford and Howard Abrams regarding documents for Mr. Abrams to review to prepare expert report	ABRAMS 0086
304		List of sales of Eight Mile Songs from Apple Database	APP 0367 - 0370
305	3/30/2003 - 3/29/2009	List of titles, sales and royalties for Eight Mile songs from Apple Database	APP 0118 - 0364
306	2/2/2009	Apple iTunes Financial Report Unit Types	APP 0371
307	2/01/2009 - 5/30/2009	Download report for "Couch Potato" by Weird Al Yankovic	APP 0374
308	12/16/2003 - 01/31/2009	Download information for "Couch Potato by Weird Al Yankovic	APP 0375 - 2913
309		iTunes US Profit and Loss for Eight Mile	APP 0372 - 0373
310		Profit & Loss Statement Index	AFT 59551 - 59552
310-1	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Ass Like That</i>	AFT 59553 - 59580
310-2	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Big Weenie</i>	AFT 59581 - 59607
310-3	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Business</i>	AFT 59608 - 59628
310-4	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Cleaning Out My Closet</i>	AFT 59629 - 59663
310-5	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Crazy In Love</i>	AFT 59664 - 59690

310-6	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Don't Push Me</i>	AFT 59691 - 59713
310-7	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Drips</i>	AFT 59714 - 59735
310-8	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Encore</i>	AFT 59736 - 59763
310-9	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Evil Deeds</i>	AFT 59764 - 59790
310-10	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Gatman and Robbin</i>	AFT 59791 - 59815
310-11	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Guilty Conscience</i>	AFT 59816 - 59856
310-12	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Hailie's Song</i>	AFT 59857 - 59877
310-13	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>High All the Time</i>	AFT 59878 - 59900
310-14	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>I'm Supposed to Die Tonight</i>	AFT 59901 - 59924
310-15	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Just Don't Give a Fuck</i>	AFT 59925 - 59961
310-16	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Just Lose It</i>	AFT 59962 - 60003
310-17	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Like Toy Soldiers</i>	AFT 60004 - 60046
310-18	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Love You More</i>	AFT 60047 - 60070
310-19	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Many Men (aka Wish Death)</i>	AFT 60071 - 60094

310-20	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Mockingbird</i>	AFT 60095 - 60136
310-21	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Mosh</i>	AFT 60137 - 60163
310-22	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>My 1st Single</i>	AFT 60164 - 60192
310-23	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>My Dad's Gone Crazy</i>	AFT 60193 - 60213
310-24	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Never Enough</i>	AFT 60214 - 60240
310-25	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>One Shot, 2 Shot</i>	AFT 60241 - 60267
310-26	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Patiently Waiting</i>	AFT 60268 - 60291
310-27	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Puke</i>	AFT 60292 - 60319
310-28	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Rain Man</i>	AFT 60320 - 60346
310-29	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Ricky Ticky Toc</i>	AFT 60347 - 60370
310-30	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Role Model</i>	AFT 60371 - 60399
310-31	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Say Goodbye to Hollywood</i>	AFT 60400 - 60420
310-32	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Say What You Say</i>	AFT 60421 - 60441
310-33	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Shit On You</i>	AFT 60442 - 60468

310-34	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Sing for the Moment</i>	AFT 60469 - 60504
310-35	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Soldier</i>	AFT 60505 - 60525
310-36	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Spend Some Time</i>	AFT 60526 - 60552
310-37	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Square Dance</i>	AFT 60553 - 60573
310-38	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Superman</i>	AFT 60574 - 60594
310-39	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>The Real Slim Shady</i>	AFT 60595 - 60634
310-40	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Till I Collapse</i>	AFT 60635 - 60655
310-41	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>We As Americans</i>	AFT 60656 - 60679
310-42	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>When the Music Stops</i>	AFT 60680 - 60700
310-43	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Without Me</i>	AFT 60701 - 60737
310-44	7/25/2004 - 12/27/2008	Profit & Loss Statement for <i>Yellow Brick Road</i>	AFT 60738 - 60764
311	7/25/2004 - 12/27/2008	Digital Track Sales by Title	AFT 60765 - 61221
313-6	11/11/2004	Mechanical License for <i>Crazy in Love</i>	AFT 64000 - 64001
313-9	Dec. 1999	Shady Records Agreement with various parties	AFT 58331 - 58383

314-2	6/14/2002	Recording Agreement Between Rotton Apple, 50 Cent and Shady Records	AFT 58255 - 58330
314-3	10/1/2000	Joint Venture Between Dr. Dre and Aftermath	AFT 58669 - 58744
314-4	12/9/2005	Joint Venture Between Dr. Dre, ARY, and Interscope	AFT 58650 - 58668
314-6	1/19/2000	Agreement between Shady Records and Interscope	AFT 58017 - 58101
314-7	5/24/2001	Agreement between Shady Records and Obie Trice	AFT 58389 - 58447
314-8	5/24/2001	Agreement between Shady Records and Interscope	AFT 58102 - 58178
314-9	1/10/2004	Agreement between Money By Any Means Necessary and G-Unit	AFT 58179 - 58254
314-10	1/10/2004	Exclusive Recording Agreement between G-Unit and Lloyd Banks	AFT 58384 - 58991
314-11	1/1/2002	Amendment to First Look Agreement between Shady Records and Interscope	AFT 58853 - 58889
314-12	10/1/2002	Amendment to Obie Trice and Shady Records May 24, 2001 Agreement	AFT 59013 - 59016
314-13	5/23/2001	Artist Inducement between Shady Records and Obie Trice	AFT 59004 - 59012
314-14	1/10/2004	Artist Inducement between Lloyd Banks and Money By Any Means Necessary	AFT 58994 - 59003
402		Chart showing License Information	HFA 0200 - 0215
403	2006	The Harry Fox Agency Licensing Department Manual	HFA 0156 - 0179

404	10/5/2001	Digital Music Agreement Between RIAA, NMPA, and HFA	HFA 0180 - 0199
406	7/10/2009	Email from Barry Slotnick to Marc Guilford regarding documents from UMG to	HFA 0060 - 0075
407		General Information pages from The Harry Fox Agency Website	
408		General Information pages from The Harry Fox Agency Website	
409		Download Licenses between The Harry Fox Agency and Ensign Publishing/Famous Music	
414	2/4/1999	Copyright Assignment and Co-publishing Agreement between Jeff and Mark Bass and Ensign Music Corporation; agreements attached	ENSIGN 0192 - 0259
415	4/6/2002	Administration Agreement regarding Eminem between Ensign Music Corporation and Eight Mile Style	ENSIGN 0153 - 0191
417	6/6/2005	Audit Settlement Agreement between Ensign Music Corporation, Famous Music Corporation and Mark Bass, Jeff Bass, and Eight Mile Style	ENSIGN 0029 - 0033
418	2/20/2004	Complaint and Demand for Jury Trial, Case No. 2:04-70651: <i>Eight Mile Style, LLC., et al. v. Apple Computer, et. al.</i>	
419	10/12/2005	License Request for use of <i>Lose Yourself</i> in Apple i-Pod Commercial	AFT 64081 - 64084
420	8/11/2008	Letter from Joel Martin (Eight Mile Style) to UMG Recordings terminating DPD License for <i>Lose Yourself</i>	
426	6/30/2009	Email from Gary Cohen to Richard Busch and Marc Guilford regarding expert report	GCC EMS 0048 - 0059
428	6/18/2009	Email from Gary Cohen to Marc Guilford regarding expert retainer	GCC EMS 0001

429	9/22/2004	Audit Report Performed by Gary Cohen Corporation for Eight Mile Style Music, LLC	GCC EMS 0253 - 0258
430	1/3/2007	Letter to Joel Martin (Eight Mile Style) from Gary Cohen regarding audit report and review	8M 1397 - 1402
431	6/30/2009	Email from Gary Cohen to Joel Martin regarding UMG response to royalty audit	GCC EMS 0060
432	7/24/2009	Email from Marc Guilford to Gary Cohen regarding Deposition Outline for Charles Ciongoli	GCC EMS 0192 - 0206
433	7/01/2001 to 9/30/2001	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1407 - 1410
434	10/01/2001 to 12/31/2001	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1411 - 1414
435	1/2002 to 3/2002	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1415 - 1420
436	4/2002 to 6/2002	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1421 - 1427
437	7/2002 to 9/2002	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1428 - 1433
438	10/2002 to 12/2002	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1434 - 1440
439	01/2003 to 3/2003	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1441 - 1447
440	4/2003 to 6/2003	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1448 - 1454
441	7/2003 to 9/2003	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1455 - 1461

442	10/2003 to 12/2003	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1462 1468
443	1/2004 to 3/2004	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1469 - 1476
444	11/2004 to 6/2004	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1477 - 1484
445	7/2004 to 9/2004	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1485 - 1491
446	10/2004 to 12/2004	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1492 - 1498
447	1/2005 to 3/2005	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1499 - 1506
448	4/2005 to 6/2005	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1507 - 1513
449	7/2005 to 9/2005	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1514 - 1520
450	10/2005 to 12/2005	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1521 - 1527
451	1/2006 to 3/2006	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1528 - 1533
452	4/2006 to 6/2006	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1534 - 1539
453	7/2006 to 9/2006	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1540 - 1545
454	10/2006 to 12/2006	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1546 - 1551
455	1/2007 to 3/2007	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1552 - 1557

456	4/2007 to 6/2007	Publisher Royalty statements paid to The Harry Fox Agency from Universal, Account # 1012660	AFT 1558 - 1563
457	10/2005 to 12/2005	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UC101970	AFT 1564 - 1566
458	1/2006 to 3/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UC101970	AFT 1567 - 1568
459	4/2006 to 6/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UC101970	AFT 1569 - 1571
460	7/2006 to 9/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UC101970	AFT 1572 - 1574
461	10/2006 to 12/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UC101970	AFT 1575 - 1577
462	1/2007 to 3/2007	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UC101970	AFT 1578 - 1580
463	4/2007 to 6/2007	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UC101970	AFT 1581 - 1583
464	10/2004 to 12/2004	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1584 - 1585
465	1/2005 to 3/2005	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1586 - 1587
466	4/2005 to 6/2005	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1588
467	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1589
468	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1590 - 1591
469	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1592-1593

470	4/2006 to 6/2006	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1594 - 1595
471	7/2006 to 9/2006	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1596 - 1597
472	10/2006 to 12/2006	Publisher Royalty statements paid to Eight Mile Style, Account # UI010017	AFT 1598 - 1599
473	1/2007 to 3/2007	Publisher Royalty statements paid to Eight Mile Style Account # UI010017	AFT 1600-1601
474	4/2007 to 6/2007	Publisher Royalty statements paid to Eight Mile Style Account # UI010017	AFT 1602 - 1603
475	1/2005 to 3/2005	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1604 - 1605
476	4/2005 to 6/2005	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1606
477	7/2005 to 9/2005	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1607
478	10/2005 to 12/2005	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1608 - 1609
479	1/2006 to 3/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1610 - 1611
480	4/2006 to 6/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1612
481	7/2006 to 9/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1613
482	10/2006 to 12/2006	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1614
483	1/2007 to 3/2007	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1615

484	4/2007 to 6/2007	Publisher Royalty statements paid to Jaceff Music from Resto World, Account # UI010029	AFT 1616
485	1/2005 to 3/2005	Publisher Royalty statements paid to Steve King, Account # UI010030	AFT 1617
486	4/2005 to 6/2005	Publisher Royalty statements paid to Steve King, Account # UI010030	AFT 1618
487	7/2005 to 9/2005	Publisher Royalty statements paid to Steve King, Account # UI010030	AFT 1619
488	10/2005 to 12/2005	Publisher Royalty statements paid to Steve King, Account # UI010030	AFT 1620 - 1621
489	1/2006 to 3/2006	Publisher Royalty statements paid to Dirty Steve's Music, Account # UI010030	AFT 1622 - 1623
490	4/2006 to 6/2006	Publisher Royalty statements paid to Dirty Steve's Music, Account # UI010030	AFT 1624 - 1625
491	7/2006 to 9/2006	Publisher Royalty statements paid to Dirty Steve's Music, Account # UI010030	AFT 1626 - 1627
492	10/2006 to 12/2006	Publisher Royalty statements paid to Dirty Steve's Music, Account # UI010030	AFT 1628 - 1629
493	1/2007 to 3/2007	Publisher Royalty statements paid to Dirty Steve's Music, Account # UI010030	AFT 1630 - 1631
494	4/2007 to 6/2007	Publisher Royalty statements paid to Dirty Steve's Music, Account # UI010030	AFT 1632 - 1633
495	4/2006 to 6/2006	Publisher Royalty statements paid to Dirty Steve's Music, Account # UC101995	AFT 1634 - 1635
496	7/2006 to 9/2006	Publisher Royalty statements paid to Dirty Steve's Music, Account # UC101995	AFT 1636 - 1637
497	10/2006 to 12/2006	Publisher Royalty statements paid to Dirty Steve's Music, Account # UC101995	AFT 1638 - 1639
498	1/2007 to 3/2007	Publisher Royalty statements paid to Dirty Steve's Music, Account # UC101995	AFT 1640 - 1641

499	4/2007 to 6/2007	Publisher Royalty statements paid to Dirty Steve's Music, Account # UC101995	AFT 1642 - 1643
500	10/2004 to 12/2004	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1644 - 1649
501	1/2005 to 3/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1650 - 1656
502	4/2005 to 6/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1657 - 1663
503	7/2005 to 9/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1664 - 1670
504	10/2005 to 12/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1671 - 1676
505	1/2006 to 3/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1677 - 1682
506	4/2006 to 6/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1683 - 1688
507	7/2006 to 9/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1689 - 1693
508	10/2006 to 12/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1694 - 1700
509	1/2007 to 3/2007	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1701 - 1707
510	4/2007 to 6/2007	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101874	AFT 1708 - 1714
511	4/2004 to 6/2004	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1715 - 1719

512	7/2004 to 9/2004	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1720 - 1723
513	10/2004 to 12/2004	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1724 - 1727
514	1/2005 to 3/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1728 - 1730
515	4/2005 to 6/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1731 - 1734
516	7/2005 to 9/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1735 - 1737
517	10/2005 to 12/2005	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1738 - 1740
518	1/2006 to 3/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1741 - 1743
519	4/2006 to 6/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1744 - 1747
520	7/2006 to 9/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1748 - 1752
521	10/2006 to 12/2006	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1753 - 1756
522	1/2007 to 3/2007	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1757 - 1759
523	4/2007 to 6/2007	Publisher Royalty statements paid to Jaceff from Resto World, Account # UC101792	AFT 1760 - 1762
524	4/2004 to 6/2004	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1763 - 1769

525	7/2004 to 9/2004	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1770 - 1774
526	10/2004 to 12/2004	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1775 - 1780
527	1/2005 to 3/2005	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1781 - 1785
528	4/2005 to 6/2005	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1786 - 1790
529	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1791 - 1794
530	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1795 - 1799
531	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1800 - 1804
532	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1805 - 1810
533	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1811 - 1815
534	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1816 - 1820
535	4/2006 to 6/2006	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1821 - 1824
536	7/2006 to 9/2006	Publisher Royalty statements paid to Eight Mile Style, Account #UC101791	AFT 1825 - 1828
537	10/2006 to 12/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1829 - 1830

538	1/2007 to 3/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1831 - 1832
539	4/2007 to 6/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1833 - 1834
540	10/2003 to 12/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1835 - 1836
541	1/2004 to 3/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1837 - 1838
542	1/2005 to 3/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1839 - 1840
543	4/2005 to 6/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1841 - 1842
544	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1843
545	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1844 - 1845
546	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1846 - 1847
547	4/2006 to 6/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1848 - 1849
548	7/2006 to 9/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1950 - 1851
549	10/2006 to 12/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1852 - 1853
550	1/2007 to 3/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 19854 - 1855

551	4/2007 to 6/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10126860	AFT 1856 - 1857
552	7/2003 to 9/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1858 - 1859
553	10/2003 to 12/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1860
554	1/2004 to 3/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1861-1862
555	4/2004 to 6/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1863 - 1864
556	7/2004 to 9/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1865
557	10/2004 to 12/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1866
558	1/2005 to 3/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1867 - 1869
559	4/2005 to 6/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1870 - 1871
560	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1872 - 1873
561	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1874 - 1877
562	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1878 - 1881
563	4/2006 to 6/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1882 - 1884

564	7/2006 to 9/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1885 - 1887
565	10/2006 to 12/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1888 - 1890
566	1/2007 to 3/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1891 - 1983
567	4/2007 to 6/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # UC101684	AFT 1894 - 1986
568	4/2004 to 6/2004	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1897 - 1898
569	7/2004 to 9/2004	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1899 - 1900
570	10/2004 to 12/2004	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1901 - 1902
571	1/2005 to 3/2005	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1903 - 1904
572	4/2005 to 6/2005	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1905 - 1906
573	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1907 - 1908
574	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1909 - 1910
575	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1911 - 1912
576	4/2006 to 6/2006	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1913 - 1914

577	7/2006 to 9/2006	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1915 - 1916
578	10/2006 to 12/2006	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1917 - 1918
579	1/2007 to 3/2007	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1919- 1920
580	4/2007 to 6/2007	Publisher Royalty statements paid to Eight Mile Style Music from King (Shady), Account # UC101793	AFT 1921
581	7/01/2001 to 9/30/2001	Publisher Royalty statements paid to Eight Mile Style Music, Account # 100753	AFT 1922 - 1924
582	10/01/2001 to 12/31/2001	Publisher Royalty statements paid to Eight Mile Style Music, Account # 100753	AFT 1925 - 1927
583	1/2002 to 3/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1928- 1931
584	4/2002 to 6/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1932 - 1938
585	7/2002 to 9/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1939- 1945
586	10/2002 to 12/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1946 - 1956
587	1/2003 to 3/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1957 - 1967
588	4/2004 to 6/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1968 - 1979
589	7/2003 to 9/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1980 - 1991

590	10/2003 to 12/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 1992 - 2009
591	1/2004 to 3/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2010 - 2026
592	4/2004 to 6/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2027 - 2043
593	7/2004 to 9/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2044 - 2058
594	10/2004 to 12/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2059 - 2072
595	1/2005 to 3/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2073 - 2085
596	4/2005 to 6/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2086 - 2098
597	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2099 - 2112
598	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2113 - 2125
599	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2126 - 2138
600	4/2006 to 6/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2139 - 2151
601	7/2006 to 9/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2152 - 2162
602	10/2006 to 12/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2163 - 2174

603	1/2007 to 3/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2175 - 2186
604	4/2007 to 6/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10075360	AFT 2187 - 2197
605	7/01/2001 to 9/30/2001	Publisher Royalty statements paid to Eight Mile Style Music, Account # 101192	AFT 2198
606	10/01/2001 to 12/31/2001	Publisher Royalty statements paid to Eight Mile Style Music, Account # 101192	AFT 2199
607	1/2002 to 3/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2200 - 2201
608	4/2002 to 6/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2202 - 2206
609	7/2002 to 9/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2207 - 2211
610	10/2002 to 12/2002	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2212 - 2217
611	1/2003 to 3/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2218 - 2223
612	4/2003 to 6/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2224 - 2228
613	7/2003 to 9/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2229 - 2233
614	10/2003 to 12/2003	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2234 - 2239
615	1/2004 to 3/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2240 - 2245

616	4/2004 to 6/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2246 - 2253
617	7/2004 to 9/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2254 - 2260
618	10/2004 to 12/2004	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2261 - 2279
619	1/2005 to 3/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2280 - 2298
620	4/2005 to 6/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2299 - 2317
621	7/2005 to 9/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2318 - 2333
622	10/2005 to 12/2005	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2334 - 2349
623	1/2006 to 3/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2350 - 2365
624	4/2006 to 6/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2366 - 2380
625	7/2006 to 9/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2381 - 2395
626	10/2006 to 12/2006	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2396 - 2412
627	1/2007 to 3/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2413 - 2429
628	4/2007 to 6/2007	Publisher Royalty statements paid to Eight Mile Style Music, Account # 10119260	AFT 2430 - 2445

629	7/01/2001 to 9/30/2001	Publisher Royalty statements paid to Famous Music Group, Account # 101298	AFT 2446 - 2447
630	1/2002 to 3/2002	Publisher Royalty statements paid to Famous Music Group, Account # 10129860	AFT 2448
631	4/2002 to 6/2002	Publisher Royalty statements paid to Famous Music Group, Account # 10129860	AFT 2449 - 2456
632	7/2002 to 9/2002	Publisher Royalty statements paid to Famous Music Group, Account # 10129860	AFT 2457 - 2465
633	10/2002 to 12/2002	Publisher Royalty statements paid to Famous Music Group, Account # 10129860	AFT 2466 - 2474
634	1/2003 to 3/2003	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2475 - 2482
635	4/2003 to 6/2003	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2483 - 2489
636	7/2003 to 9/2003	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2490 - 2496
637	10/2003 to 12/2003	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2497 - 2505
638	1/2004 to 3/2004	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2506 - 2513
639	4/2004 to 6/2004	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2514 - 2522
640	7/2004 to 9/2004	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2523 - 2530
641	10/2004 to 12/2004	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2531 - 2538

642	1/2005 to 3/2005	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2539 - 2546
643	4/2005 to 6/2005	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2547 - 2554
644	7/2005 to 9/2005	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2555 - 2561
645	10/2005 to 12/2005	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2562 - 2568
646	1/2006 to 3/2006	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2569 - 2575
647	4/2006 to 6/2006	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2576 - 2585
648	7/2006 to 9/2006	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2586 - 2594
649	10/2006 to 12/2006	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2595 - 2604
650	1/2007 to 3/2007	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2605 - 2613
651	4/2007 to 6/2007	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 2614 - 2622
652	7/01/2001 to 9/30/2001	Publisher Royalty statements paid to Ensign Music Corp., Account # 100921	AFT 2623 - 2629
653	10/01/2001 to 12/31/2001	Publisher Royalty statements paid to Ensign Music Corp., Account # 100921	AFT 2630 - 2636
654	1/2002 to 3/2002	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2637 - 2643

655	4/2002 to 6/2002	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2644 - 2652
656	7/2002 to 9/2002	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2653 - 2661
657	10/2002 to 12/2002	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2662 - 2669
658	1/2003 to 3/2003	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2670 - 2677
659	4/2003 to 6/2003	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2678 - 2686
660	7/2003 to 9/2003	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2687 - 2694
661	10/2003 to 12/2003	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2695 - 2703
662	1/2004 to 3/2004	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2704 - 2712
663	4/2004 to 6/2004	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2713 - 2721
664	7/2004 to 9/2004	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2722 - 2729
665	10/2004 to 12/2004	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2730 - 2738
666	1/2005 to 3/2005	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2739 - 2747
667	4/2005 to 6/2005	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2748 - 2756

668	7/2005 to 9/2005	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2757 - 2765
669	10/2005 to 12/2005	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2766 -2773
670	1/2006 to 3/2006	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2774 - 2782
671	4/2006 to 6/2006	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2783 - 2790
672	7/2006 to 9/2006	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2791 - 2798
673	10/2006 to 12/2006	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2799 - 2806
674	1/2007 to 3/2007	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2807 - 2814
675	4/2007 to 6/2007	Publisher Royalty statements paid to The Harry Fox Agency, Account # 10092160	AFT 2815 - 2822
676	1/2008 to 3/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing by UMB, Account # 10075360	AFT 59017 - 59028
677	4/2008 to 6/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing by UMB, Account # 10075360	AFT 59029 - 59040
678	1/2008 to 3/2008	Publisher Royalty statements paid to The Harry Fox Agency by UMG, Account # 10092160	AFT 59041- 59048
679	4/2008 to 6/2008	Publisher Royalty statements paid to The Harry Fox Agency by UMG, Account # 10092160	AFT 59049 - 59056
680	1/2008 to 3/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing, Account # 10119260	AFT 59057 - 59072

681	4/2008 to 6/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing, Account # 10119260	AFT 59073 - 59087
682	1/2008 to 3/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing, Account # 101268660	AFT 59088 - 59094
683	4/2008 to 6/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing, Account # 101268660	AFT 59095 - 59100
684	1/2008 to 3/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing, Account #10126860	AFT 59101 - 59102
685	4/2008 to 6/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing, Account #10126860	AFT 59103 - 59104
686	1/2008 to 3/2008	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 59105 - 59114
687	4/2008 to 6/2008	Publisher Royalty statements paid to Ensign Music Corp., Account # 10129860	AFT 59115 to 59124
688	8/6/2008	Check payable to Kobalt Music from Universal for \$394,044.53	AFT 59125
689	1/2008 to 3/2008	Publisher Royalty statements paid to Ensign Music Corp. c/o Kobalt Music Publishing, Account # UC101684	AFT 59126 - 59128
690	4/2008 to 6/2008	Publisher Royalty statements paid to Ensign Music Corp. c/o Kobalt Music Publishing, Account # UC101684	AFT 59129 - 59131
691	1/2008 to 3/2008	Publisher Royalty statements paid to Eight Mile Style (Shady) c/o Kobalt Music Publishing Corp., Account # UC 101791	AFT 59132 - 59134
692	4/2008 to 6/2008	Publisher Royalty statements paid to Eight Mile Style (Shady) c/o Kobalt Music Publishing Corp., Account # UC 101791	AFT 59135 - 59138
693	1/2008 to 3/2008	Publisher Royalty statements paid to Jaceff Music from Resto World c/o Kobalt Music Publishing Corp., Account # UC101792	AFT 59139 - 59141

694	4/2008 to 6/2008	Publisher Royalty statements paid to Jaceff Music from Resto World c/o Kobalt Music Publishing Corp., Account # UC101792	AFT 59142 - 59144
695	1/2008 to 3/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt, Account # UC 101793	AFT 59145
696	4/2008 to 6/2008	Publisher Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing Corp., Account # UC 101793	AFT 59146
697	1/2008 to 3/2008	Publisher Royalty statements paid to Jaceff/Resto c/o Kobalt Music Publishing, Account # UC 101874	AFT 59147 - 59153
698	4/2008 to 6/2008	Publisher Royalty statements paid to Jaceff/Resto c/o Kobalt Music Publishing, Account # UC 101874	AFT 59154 - 51959
699	1/2008 to 3/2008	Publisher Royalty statement paid to Nueve Music/Resto World c/o Kobalt Music Publishing Corp., Account # UC 101970	AFT 59160 - 59162
700	4/2008 to 6/2008	Publisher Royalty statement paid to Nueve Music/Resto World c/o Kobalt Music Publishing Corp., Account # UC 101970	AFT 59163 - 59165
701	1/2008 to 3/2008	Publishing Royalty statements paid to Dirty Steve's Music c/o Kobalt Music Publishing Corp., Account # UC101995	AFT 59166 - 59167
702	4/2008 to 6/2008	Publishing Royalty statements paid to Dirty Steve's Music c/o Kobalt Music Publishing Corp., Account # UC101995	AFT 59168 - 59169
703	1/2008 to 3/2008	Publishing Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing Corp., Account # UI010017	AFT 59170 - 59171
704	4/2008 to 6/2008	Publishing Royalty statements paid to Eight Mile Style c/o Kobalt Music Publishing Corp., Account # UI010017	AFT 59172
705	1/2008 to 3/2008	Publishing Royalty statements paid to Jaceff/Resto World c/o Kobalt Music Publishing Corp., Account # UI010029	AFT 59173

706	4/2008 to 6/2008	Publishing Royalty statements paid to Jaceff/Resto World c/o Kobalt Music Publishing Corp., Account # UI010029	AFT 59174
707	1/2008 to 3/2008	Publishing Royalty statements paid to Dirty Steve's Music c/o Kobalt Music Publishing Corp., Account # UI010030	AFT 59175 - 59176
708	4/2008 to 6/2008	Publishing Royalty statements paid to Dirty Steve's Music c/o Kobalt Music Publishing Corp., Account # UI010030	AFT 59177- 59178
709	9/30/2008	Letter from Michael Peterson (Kobalt) to Cindy Oliver (UMG) Re: "Lose Yourself" royalty check; copy of check attached	AFT 59179 - 59183
710	8/15/2000	8/15/00 Administration Agreement between Eight Mile and Ensign	ENSIGN 02-027
711	8/15/2008	Email from Sara Jackson to Nancie Stern re: Compulsory License Request	KBLT 68- 71
712	9/23/2008	Email from Mark Levinsohn to Michael Peterson re: UMG Compulsory License Payment	8M 1382- 1386
713	9/24/2008	Email from Sara Jackson to Michael Peterson re: Universal check to be sent back	KBLT 76
714	9/24/2008	Email from Guy Sylvester to Jemma Skidmore, et al. re: 8 mile / music resources important	KBLT 85
715	9/24/2008	Email from Nick Noden to Sara Jackson re: UMG Compulsory License Payment	KBLT 77- 79
716	9/24/2008	Email from Willard Ahdritz to Michael Peterson re: UMG Compulsory License Payment URGENT IMPORTANT	KBLT 86
717	9/25/2008	Email from Willard Ahdritz to Nick Nodel, et al. re: UMG Compulsory License Payment	KBLT 80
718	10/28/2008	Email from Sara Jackson to Nancie Stern re: UMG Compulsory License	KBLT 65- 67

719	11/14/2008	Email from Sara Jackson to James Fitzherbert-Brockholes re: UMG Compulsory License Payment	KBLT 82-84
720	5/7/2009	Email from Sara Jackson to James Fitzherbert-Brockholes	KBLT 72-75
721	8/25/2009	Declaration of Nancie Stern re: documents produced by Music Resources, Inc.	
722	9/4/2009	Declaration of Kobalt Music re: documents produced by Kobalt	
723	8/25/2009	Declaration of Ensign re: documents produced by Ensign.	
724	6/11/2000	Performance agreement between F.B.T. Productions and Shady Records	EMI 0066 - 0069
725	8/19/2009	Rebuttal Expert Report of John Hansen	
726	8/19/2008	Letter from Glenn Pomerantz to Richard Busch regarding Mr. Martin's August 11, 2008 letter terminating DPD license	
727	8/21/2008	Letter from Mark Levinsohn to UMG regarding Proposed Notice of Intent to Obtain Compulsory License	
728	2/3/2009	Letter from Richard Busch to Glenn Pomerantz	
729	2/11/2009	Letter from Glenn Pomerantz to Richard Busch regarding February 3, 2009 letter	
730	8/26/2008	Letter from Glenn Pomerantz to Mark Levinsohn re: Levinsohn's 8/21/08 letter.	
731	Various	Checks from UMG re: compulsory license for "Lose Yourself" for November 2008 through April 2009.	MRI 005 - 0040

732	Various	Correspondence from Kobalt re: checks for exploitation of "Lose Yourself" under compulsory license	MRI 0041-0045
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Plaintiffs' Exhibit List

Exh No.	Dated	Description	Bates	Objections
001	4/17/2008	Subpoena to Peter Paterno		FRE 402, FRE 403
004	7/30/2007	Eight Mile Complaint with copyright attachments		FRE 402, FRE 403, FRE 802
005A	3/5/1998	Facsimile letter from Paul Rosenberg to Scott Aronson and Marnie Nieves attaching a mark-up second draft of Aftermath and F.B.T. Productions f/s/o Agreement of Eminem	AFT 00527 - 00538	
005B	3/11/1998	Facsimile letter dated March 11, 1998 from Marnie Nieves to Lisa Rogell attaching red-lined and execution copies of the Aftermath and Eminem Recording Agreement (AFT-0000518)	AFT 00518 - 00526	
005C	3/12/1998	Facsimile letter dated March 12, 1998 from Marnie Nieves to Scott Aronson attaching red-lined Aftermath and Eminem Recording Agreement (AFT-0000512)	AFT 00512 - 00517	
005D		Marked-up draft agreement dated February 24, 1998 between Marshall B. Mathers AKA Eminem between Aftermath Entertainment and F.B.T. Productions (AFT-0055135)		
006		Redacted Agreement Re: Aftermath Entertainment dated 06/12/1998		FRE 402, 403

1) KEY TO OBJECTIONS

FRE 106: The document is inadmissible as incomplete. If admitted, the objecting party reserves the right to require the complete document be admitted as an Exhibit.

FRE 402: The document is inadmissible because it is not relevant.

FRE 403: The document is inadmissible because any minimal probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence. Also asserted to object to unfair prejudice of attempt to introduce evidence by declaration without affording an opportunity to cross-examine

FRE 602: The document is inadmissible because it lacks adequate foundation.

FRE 702: The document is inadmissible because it contains purportedly expert opinion that does not meet the standards set out in Fed. Rule of Evidence 702.

FRE 802: The document is inadmissible because it is hearsay.

FRE 901(a): The document is not authenticated, nor is it a self-authenticating document.

Plaintiffs' Exhibit List

007		Aftermath Agreement re Aimee Farsakian dated 06/15/2001		FRE 402, 403
009A		Fax from Tracy Loomis to Lisa Rogell dated 10/11/2000 Re: 09/27/2000 Novation (attached)		
009B		Fax from Lisa Gary Stiffelman to Lisa Rogell dated 11/14/2000 Re: 09/27/2000 Novation (attached)		
009C		Fax from Lisa Rogell to Joel Martin and Gary Stiffelman dated 11/13/2000 Re: 9/27/2000 Novation (attached)		
009D		Letter from Lisa Rogell to Rand Hoffman dated 11/10/2000 Re: 09/27/2000 Novation (attached)		
009E		Redacted 09/27/2000 Novation draft		
009F		Markup version of 09/27/2000 Novation		
009G		Markup version of 09/27/2000 Novation		
009H		Fax from Gary Stiffelman to Rand Hoffman dated 10/31/2000; attached is Gary's markup version of the 09/27/2000 Novation		
009I		Fax from Gary Stiffelman to Rand Hoffman dated 10/02/2000; attached is Gary's markup version of the 09/27/2000 Novation		
009J		Fax from Lisa Rogell to Joel Martin and Gary Stiffelman dated 09/27/2000; attached is the initial draft of the 09/27/2000 Novation		
009K		Redacted copy of the 09/27/2000 Novation		
009L		Fax from Gary Stiffelman to Lisa Rogell dated 1/21/2000; attached is Gary's version of the 09/27/2000 Novation		
009M		Fax from Lisa Rogell to Rand Hoffman and Ron Wilcox dated 11/19/2000; Redacted version of the 09/27/2000 Novation		
010A		Draft artist agreement between Aftermath and Eminem dated July 1, 2003 (AFT-0001108)		

Plaintiffs' Exhibit List

010B		Facsimile letter dated June 10, 2003 from Lisa Rogell to Gary Stiffelman, R. Hoffman, T. Sedlmayr, P. Rosenberg and P. Paterno attaching an initial draft of Aftermath and Marshall B. Mathers 2003 Eminem Artist Agreement (AFT-0001140)		
010C		Facsimile letter dated June 17, 2003 from Alicia Winfield to Lisa Rogell, Paul Rosenberg, Stuart Parr and Bruce Seckendorf attaching a draft Eminem Agreement (AFT-0001305)		
010D		Facsimile letter dated July 2, 2003 from Lisa Rogell to Gary Stiffelman, Joel Martin and Peter Paterno attaching a draft artist agreement between Aftermath and Marshall B. Mathers AKA Eminem (AFT-0001264)		
011		Redacted Agreement with Aftermath Entertainment dated 10/17/2002		FRE 402, 403
012		Redacted Agreement with Aftermath Entertainment dated 12/01/2002		FRE 402, 403
013		(Redacted) artist services agreement dated December 1, 2003 (AFT-0056459)		FRE 402, 403
014		Redacted Agreement with Aftermath Records dated 05/21/2004		FRE 402, 403
015		7/15/05 Redacted Aftermath Agreement		FRE 402, 403
020		Master tone License Agreement between Eight Mile Style, Martin Affiliated and Interscope Records dated 08/26/2005		
020A		Ring Tone License Agreement draft between Eight Mile Style and Martin Affiliated and UMG Recordings dated January 2005		
020B		02/07/05 fax from Rob Cohen to Mark Levinsohn Ring Tone Agreement; UMG with Eight Mile Style, Martin Affiliated dated Feb. 2005		

Plaintiffs' Exhibit List

020C		02/07/05 fax from Rob Cohen to Mark Levinsohn Ring Tone Agreement; UMG with Eight Mile Style, Martin Affiliated dated Feb. 2005		
020D		03/11/05 Fax from Mark Levinsohn to Rob Cohen 1st draft comments on 2005 Ring Tone Agreement		
020E		Letter dated 04/19/05 from Cohen to Levinsohn; attached 2005 Ring Tone License Agreement		
020F		Emails between Alan Skeina and Rob Cohen dated June 2005 Re: Master tone Agreement		
020H		2005 Ring Tone License Agreement		
020I		Master tone License Agreement between Eight Mile Style, Martin Affiliated and Interscope Records dated 08/26/2005		
020J		Email between Rand Hoffman and Joel Martin Re: Mobile/ Publishing dated 2004		
020K		Email between Rand Hoffman, Gary Stiffelman, and Joel Martin Re: Eminem Mobile/ Publishing dated November 2004		
020L		Email between Rand Hoffman, Mark Levinsohn, Gary Stiffelman dated 2004 Re: Eminem Mobile/Publishing		
020M		Email between Rand Hoffman and Gary Stiffelman Re: Eminem Mobile/ Publishing dated 2004		
020N		Email between Mark Levinsohn and Rand Hoffman dated November 2004 Re: Eminem Mobile		
020O		Email between Rand Hoffman and Mark Levinsohn Re: Eminem Mobile/ Publishing		
020P		Email between Gary Stiffelman, Rand Hoffman, and Mark Levinsohn Re: Eminem Mobile/ Publishing		

Plaintiffs' Exhibit List

020Q		Email between Gary Stiffelman, Rand Hoffman, and Mark Levinsohn Re: Eminem Mobile/ Publishing		
020R		Email between Gary Stiffelman, Rand Hoffman, and Mark Levinsohn Re: Eminem Ring Tones/ Publishing		
020S		Email between Gary Stiffelman, Rand Hoffman, and Mark Levinsohn Re: Eminem Ring Tones/ Publishing		
020T		Email between Gary Stiffelman, Rand Hoffman, and Mark Levinsohn Re: Eminem Ring Tones/ Publishing		
020U		Email between Rand Hoffman and Joel Martin Re: Eminem Mobile/ Publishing		
020V		Email between Mark Levinsohn and Rand Hoffman dated December 2004 Re: Eminem Mobile/ Publishing		
020W		Email between Mark Levinsohn and Rand Hoffman dated December 2004 Re: Eminem Ringtones		
020X		Email between Rand Hoffman and Joel Martin Re: Eminem Mobile/ Publishing		
020Y		Email between Rand Hoffman, Rob Cohen, and Mark Levinsohn Re: Eminem Ringtone Agreement		
020Z		Email between Rob Cohen, Rand Hoffman, and Mark Levinsohn Re: Ringtone Agreement		
020AA		Email between Rob Cohen, Alan Skeina, and Rand Hoffman Re: 8 Mile Style Ringtone Agreement		
021		Wireless Agreement between Interscope Records and Eminem dated 03/15/2005		FRE 402, 403
021A		Redacted Wireless Agreement dated 10/10/2004 between Interscope and Marshall Mathers		FRE 901(a), 402, 403, 802
021B		10/12/04 Email from Lisa Rogell to Gary Stiffelman with a draft Wireless Agreement between Interscope and Eminem dated 10/10/04		FRE 402, 403

Plaintiffs' Exhibit List

021C		10/13/04 Email from Lisa Rogell to Gary Stiffelman with a redacted copy of the 10/10/04 Wireless Agreement		FRE 402, 403
021D		10/13/04 Email from Gary Stiffelman to Lisa Rogell attached is a redacted copy of the 2004 Wireless Agreement		FRE 402, 403
021E		Redacted copy dated 10/10/04 of the Wireless Agreement between Interscope and Eminem		FRE 402, 403
021F		Redacted copy of the Wireless Agreement between Interscope and Eminem dated 11/10/04		FRE 402, 403
021G		Redacted copy of the 2004 Wireless Agreement between Interscope and Eminem dated 12/10/04		FRE 402, 403
021H		12/06/04 Fax from Lisa Rogell to Nicola Levy of a redacted copy of the 2004 Wireless Agreement dated 11/10/04		FRE 402, 403
021I		12/09/04 Email from Lisa Rogell to Gary Stiffelman attached is a revised version of the 2004 Wireless Agreement dated 12/10/04		FRE 402, 403
021J		Redacted copy of the 2004 Wireless Agreement between Interscope and Eminem dated 12/10/04		FRE 402, 403
021K		12/13/04 Emails between Lisa Rogell and Rand Hoffman attached is a revised copy of the 2004 Wireless Agreement dated 12/10/04		FRE 402, 403
021L		12/16/04 fax from Lisa Rogell to Joel Martin of the 2004 Wireless Agreement dated 12/10/04		FRE 402, 403
021M		Revised copy of the 2004 Wireless Agreement dated 10/10/04		FRE 402, 403
021N		Redacted copy of the Wireless Agreement dated January 2005		FRE 402, 403
021O		02/10/05 Email from Lisa Rogell to Gary Stiffelman with a revised copy of the Wireless Agreement dated 02/08/05		FRE 402, 403
021P		Revised copy of the Wireless Agreement dated 02/22/05		FRE 402, 403

Plaintiffs' Exhibit List

021Q		02/24/05 email from Lisa Rogell to Gary Stiffelman with a revised copy of the Wireless Agreement date 02/22/05		FRE 402, 403
021R		02/24/05 Fax from David Byrnes to Lisa Rogell of the Wireless Agreement dated 02/22/05		FRE 402, 403
021S		03/03/05 email from Lisa Rogell to Gary Stiffelman with the Wireless Agreement dated 03/04/05		FRE 402, 403
021U		03/03/05 fax from David Byrnes to Lisa Rogell with a redacted copy of the Wireless Agreement		FRE 402, 403
021V		03/09/05 email from Lisa Rogell to Rand Hoffman with a copy of the Wireless Agreement dated 03/04/05		FRE 402, 403
021W		03/10/05 Fax from David Byrnes to Lisa Rogell with a couple of the page from the Wireless Agreement		FRE 402, 403
021X		03/11/05 email from Lisa Rogell to David Byrnes with a copy of the Wireless Agreement dated 03/04/05		FRE 402, 403
021Y		03/14/05 fax from David Byrnes to Lisa Rogell with a page from the Wireless Agreement		FRE 402, 403
021Z		03/15/05 email from Lisa Rogell to David Byrnes with a copy of the Wireless Agreement dated 03/04/05		FRE 402, 403
021AA		03/18/05 email from Lisa Rogell to Nicola Levy with the Wireless Agreement dated 03/15/05		FRE 402, 403
26	6/23/2005	Mechanical Reproduction License between Eight Mile and Universal for "On Fire"	8M 0071	
27	6/23/2005	Mechanical Reproduction License between Eight Mile and Universal for "On Fire"	8M 0070	
28	7/21/2005	Mechanical Reproduction License between Eight Mile and Universal for "Thugs Get Lonely Too"	8M 0072 - 0073	FRE 402, 403

Plaintiffs' Exhibit List

29	7/21/2005	Mechanical Reproduction License between Eight Mile and Universal for "Thugs Get Lonely Too"	8M 0074	FRE 402, 403
30	7/21/2005	Mechanical Reproduction License between Eight Mile and Universal for "Thugs Get Lonely Too"	8M 0075 - 0076	FRE 402, 403
31	7/21/2005	Mechanical Reproduction License between Eight Mile and Universal for "Thugs Get Lonely Too"	8M 0077	FRE 402, 403
34	9/15/2006	Mechanical Reproduction License between Eight Mile Style and Universal for "Got Some Teeth" album by Obie Trice	8M 0086	
36	1/30/2004	Mechanical Reproduction License Agreement for permanent downloads of Obie Trice Songs between Eight Mile Style and Universal	8M 0095 - 0098	
37	9/15/2006	Mechanical Reproduction License between Eight Mile Style and Universal for "Got Some Teeth" album by Obie Trice	8M 0099	
39	7/9/2003	Permanent Download License for "The Way I Am" between Eight Mile Style and Universal	8M 0104 - 0107	FRE 402, 403
42	5/7/2003	Copyright License Agreement between UMG Recordings, Inc. and Eight Mile Style for Digital Permanent Downloads	8M 0125 - 0127	FRE 402, 403
44	12/23/2003	License Agreement for The Album "The Hunger for More" by Lloyd Banks between Eight Mile Style and Universal Music Group	8M 0219 - 0220	
47	7/9/2003	Permanent Download License for "The Way I Am" between Eight Mile Style and Universal	8M 0104 - 0107	FRE 402, 403
50	2/15/2005	Mechanical Reproduction License request between Eight Mile Style and Universal for "Moment of Clarity" by Jay-Z	8M 0087	FRE 402, 403
51	4/20/2006	Mechanical Reproduction License request between Eight Mile Style and Universal for "Shake That" by Eminem	8M 0132	FRE 402, 403

Plaintiffs' Exhibit List

54	12/19/2002	License Instruction Sheet for 8 Mile Soundtrack		
58	2/5/2004	Letter to Jeff Bass (Eight Mile Style) from Karyn Ulman (Emusic.com Inc.) re Mechanical License Request for multiple songs	8M 0005 - 0012	FRE 901(a), 402, 403, 802
59	6/18/2007	Letter to Eight Mile Style from Patrick Sullivan (The Orchard) regarding Digital Mechanical Licensing Request	8M 0019 - 0027	FRE 901(a), 402, 403, 802
065		10/14/05 Approval Memo Re: Eminem Greatest Hits		FRE 402, 403
073		Executed agreement between UMG Recordings, Inc. and Apple Computer, Inc. dated April 28, 2006 (AFT-0008963)		
074		Executed agreement between UMG Recordings, Inc. and Apple Computer, Inc. dated December 13, 2002 (AFT-0012916)		
081		Eddie Cue Copyright Royalty Board testimony		FRE 402, 403, 802
85	12/13/2002	Agreement between Apple and UMG for sound recordings	AFT 12916 - 12944	
086		Apple Inc. software license agreement for iTunes		FRE 402, 403
087		Software License Agreement for QuickTime		FRE 402, 403
088		Software License Agreement for Safari for Windows		FRE 402, 403
90	5/22/2008	Subpoena Served on Pat Blair		FRE 402, 403
091		Digital Music Download Sales Agreement dated 12/01/2006 between Apple and The Presidents of the United States		FRE 402, 403
092		Digital Music Download Sales Agreement dated 10/05/2005 between Apple and Arcade Fire		FRE 402, 403
093		Digital Music Download Sales Agreement dated 10/10/2005 between PUSA Music		FRE 402, 403

Plaintiffs' Exhibit List

094		Digital Music Download Sales Agreement Dated 08/22/2005 between Apple and Sinead O' Connor		FRE 402, 403
96	5/12/2008	Notice of 30(b)(6) Deposition of Aftermath Records		FRE 402, 403
205	10/9/2002	Letter to Chad Gary (Universal Music Group) from Mark Levinsohn regarding digital reproduction -copyright license between Universal and Eight Mile Style	AFT 01083 - 01086	
225		Copyright License Agreement on Behalf of UMG Recordings made between 8 Mile and Universal		
226		Handwritten notes dated 10/15/2002		FRE 901(a), 402, 403, 802
229	8/26/2008	Supoena and Notice of Deposition served on Patrick Sullivan		FRE 402, 403
230	8/12/2008	Patrick Sullivan Expert Report		FRE 403, 702, 802
235	8/7/2008	Email from John Barker to Patrick Sullivan regarding License Samples; Samples of Universal Licenses attached	SULLIV 0328 - 0324	FRE 402, 403, 802
237	8/12/2008	Emails between Marc Guilford (King & Ballow) and Patrick Sullivan regarding agreements for Mr. Sullivan to review	SULLIV 0550 - 0553	FRE 402, 403
238	8/12/2008	Emails between King & Ballow attorneys and Patrick Sullivan regarding Stipulation Protective Order	SULLIV 0548 - 0549	FRE 402, 403
239	8/12/2008	Email from Patrick Sullivan to Marc Guilford (King & Ballow) regarding Expert Report	SULLIV 0554	FRE 402, 403
240	8/28/2008	Declaration of Patrick Sullivan in Opposition to Motion for Summary Judgment of Defendants Apple Computer, Inc. and Aftermath Records d/b/a Aftermath Entertainment		FRE 403, 602, 702, 802
241	8/19/2008	Emails between Ramona DeSalvo (King & Ballow) and Patrick Sullivan regarding Summary Judgment Declaration	SULLIV 0558 - 0559	FRE 901(a), 402, 403, 802
242	8/12/2008	Exhibit 2 to the Delcaration of Patrick Sullivan: Chart regarding Licenses		FRE 403, 602, 702, 802

Plaintiffs' Exhibit List

243	8/20/2008	Email between Ramona DeSalvo (King & Ballow) and Patrick Sullivan regarding Summary Judgment Declaration	SULLIV 0561	FRE 901(a), 402, 403, 802
244		RightsFlow blank Digital Phonorecord Delivery License for Digital Distribution	SULLIV 0470 - 0474	FRE 901(a), 402, 403, 802
245	various	Mechanical Licenses Issued for Compositions	AFT 58643 - 58532	
246	10/8/2004	License Request Summary from Universal Music Group to the Harry Fox Agency for the song "Hailie's Song"	AFT 56976	
248	4/15/2008	DPD Licensing Agreement between The Harry Fox Agency and RightsFlow	SULLIV 0003 - 0007	FRE 901(a), 402, 403, 802
249	8/4/1995	Digital Performance Right in Sound Recordings Act of 1995		
251	8/12/2008	Exhibit 3 to the Delcaration of Patrick Sullivan: Chart regarding Licenses		FRE 403, 602, 702, 802
252	8/12/2008	Patrick Sullivan Expert Report		FRE 403, 702, 802
263	8/12/2008	Howard Abrams Expert Report	ABRAMS 0001 - 0014	FRE 403, 702, 802
264	4/30/2008	Deposition of Peter Paterno		Portions of depositions to be admitted as evidence to be designated through exchange, not by wholesale inclusion as an exhibit. See Ex. D.
265	5/14/2008	Deposition of Joel Martin		Same as 264
266	6/26/2008	Deposition of Joel Martin		Same as 264
267	6/5/2008	Deposition of Marnie Nieves		Same as 264
268	6/5/2008	Deposition of Michael Ostroff		Same as 264
269	6/20/2008	Deposition of Eddy Cue		Same as 264
270	6/26/2008	Deposition of Leo Ferrante IV		Same as 264

Plaintiffs' Exhibit List

271		Eddie Cue Copyright Royalty Board testimony	FBT 0505 - 0610	FRE 402, 403, 802
272	8/12/2008	Expert Report of Howard Abrams with handwritten notes		FRE 403, 702, 802
300	5/15/2009	Notice of 30(B)(6) Deposition of Apple Computer, Inc.		FRE 402, 403
301	3/20/2008	Apple Inc.'s Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents		FRE 402, 403
302	3/20/2008	Apple Inc.'s Responses and Objections to Plaintiffs' First Set of Interrogatories		To the extent this includes objections - FRE 402, 403
303		iTunes US Profit and Loss for Eight Mile	APP 0365 - 0366	FRE 402, 403 (superceded by 309)
312		Aftermath Record's Response to Plaintiffs' Interrogatory Number 26		FRE 402, 403
313-1	5/15/2009	Notice of 30(B)(6) Deposition of Aftermath Records		FRE 402, 403
313-3	various	Mechanical Licenses	Produced by Aftermath	
313-4	various	Permanent Download Configurations	Produced by Aftermath	
313-5	1/14/2005	Email from Todd Douglas (Universal) to Paul Deleon (The Harry Fox Agency) regarding licenses for <i>Toy Soldiers</i>	AFT 63948 - 63951	
313-12	6/28/2004	Mechanical License between EMI and Universal	AFT 62612 - 62616	
314-1	5/15/2009	Notice 30(b)(6) for Aftermath Records		FRE 402, 403
314-15	8/28/2008	Declaration of Tim Hernandez		FRE 403, 802
401		Frequently Asked Questions page from the website for The Harry Fox Agency		FRE 901(a), 402, 403, 802
405		Industry Prolife of Maurice Russell from Celebrity Access website		
410		Industry Prolife of David Israelite from Celebrity Access website		

Plaintiffs' Exhibit List

411	7/15/2009	The Harry Fox Agency Subpoena and Documents Produced pursuant to the subpoena	HFA 0094 - 00143	FRE 402, 403 (exhibits duplicative)
412	5/8/2009	Notice of Deposition of Martin Affiliated, LLC		FRE 402, 403
413	5/8/2009	Notice of Deposition of Eight Mile Style, LLC		FRE 402, 403
421	8/5/2009	Subpoena served on Gary Cohen Corporation		FRE 402, 403
422	8/10/2009	Gary Cohen Corporation's Objections to Subpoena		FRE 402, 403
423	7/3/2009	Gary Cohen's review of financial documents for report		FRE 402, 403
424	7/6/2009	Supplemental Report regarding review of financial documents		FRE 402, 403, 702, 802
425	8/10/2009	Gary Cohen's revised review of financial documents for report		FRE 402, 403, 702, 802
427	7/1/2009	Email from Gary Cohen to Richard Busch and Marc Guilford regarding expert report	GCC EMS 0100 - 0108	FRE 403, 702, 802
1000	4/12/1999	Contract brief for 2/4/99 Co-Publishing agreement between Eight Mile and Ensign	ENSIGN 0193-0199	
1001	4/18/2001	Co-Publishing Agreement with Jeff Bass	8M 875-882	
1002	4/18/2001	Co-Publishing Agreement with Mark Bass	8M 883-890	
1003	1/9/2003	Co-Publishing Agreement with Luis Resto	8M 891-900	
1004	1/9/2003	Co-Publishing Agreement with Steve King	8M 901-909	
1005	1/9/2003	Assignment of copyright to Martin Affiliated	8M 910-912	

Plaintiffs' Exhibit List

1006	4/1/2004	Amendment to 1/9/03 co-publishing agreement with Steve King	8M 913-916	
1007	4/1/2004	Assignment of copyright to Martin Affiliated	8M 917-918	
1008	4/1/2004	Amendment to 1/9/03 co-publishing agreement with Luis Resto	8M 919-922	
1009	10/18/2004	Amendment to 1/9/03 co-publishing agreement with Steve King	8M 923-926	
1010	10/18/2004	Amendment to 1/9/03 co-publishing agreement with Luis resto	8M 927-930	
1011	10/18/2004	Assignment of copyright to Martin Affiliated	8M 931-933	
1012	4/19/2000	Operating Agreement of Eight Mile Style	8M 1051-1103	
1013	8/19/2008	Email from Nancie Stern to Sara Jackson	8M 1381	
1014	10/17/2008	Email from Nancie Stern to Joel Martin re: check from Universal; with attachments	8M 1224-1226	
1015	10/21/2008	Email from Nancie Stern to Sara Jackson re: check from Universal	8M 1227-1228	
1016	10/23/2008	Email from Nancie Stern to Sara Jackson re: check from Universal	8M 1229-1230	
1017	10/28/2008	Email from Michael Peterson to Mark Levinsohn re: UMG Compulsory License	8M 1392-1394	
1018	1/29/09	Email from Nancie Stern to Joel Martin re: Digital License and Check from Universal; with attachments	8M 1231-1234	

Plaintiffs' Exhibit List

1019	3/31/2009	Email from Nancie Stern to Joel Martin re: "Lose Yourself" - Universal Music Accounting and Check	8M 1301-1305	
1020	4/9/09	Email from Mark Levinsohn to Nancie Stern re: "Lose Yourself" - Universal Music Accounting and Check	8M 1240	
1021	1/2/2008	Email from Pat Blair to Joel Martin re: SLACKER CORRESPONDENCE	8M 1260-1266	
1022	3/19/2008	Email from Pat Blair to Joel Martin re: DPD MECHANICAL LICENSE REQUEST: DYNAMIX	8M 1267-1269	
1023	4/17/2008	Email from Pat Blair to Joel Martin re: DYNAMIX DPD LICENSE REQUEST	8M 1279-1281	
1024	3/23/2009	Email from Nancie Stern to Joel Martin re: Rightsflow DPD License Request; with attachments	8M 1282-1286	
1025	3/24/2009	Email from Nancie Stern to Joel Martin re: The Orchard - REquest for DPD License	8M 1287-1295	
1026	3/24/2009	Email from Nancie Stern to Joel Martin re: Music Reports, Inc.:Intention to Obtain a Compulsory License	8M 1296-1300	
1027	6/2/1999	Fax from Digital Entertainment Network to Eight Mile re: License Request	8M 1334-1336	FRE 402, 403
1028	10/6/2003	Fax from Famous Music to Joel Martin re: License Request	8M 1337-1340	FRE 402, 403
1029	5/3/2006	Fax from Famous Music to Joel Martin re: License Request	8M 1341-1344	FRE 402, 403
1030	12/1/2003	Fax from Famous Music to Joel Martin re: License Request	8M 1345-1346	FRE 402, 403
1031	11/13/2003	Fax from Famous Music to Joel Martin re: License Request	8M 1347-1348	FRE 402, 403

Plaintiffs' Exhibit List

1032	6/28/2004	Fax from Famous Music to Joel Martin re: License Request	8M 1349-1350	FRE 402, 403
1033	6/5/2009	Declaration of Stephen Dallas re: documents produced by EMI		
1034	6/30/2009	Declaration of Kelly Burnett re: documents produced by Warner/Chappell Music		
1035	10/17/2007	Agreement with Kobalt Music Services America	8M 1104-1167	
1036	10/17/2007	Administration agreement with Music Resources, Inc.	8M 1168-1222	
1037	1/30/2009	Amendment to administration Agreement between Eight Mile and Music Resources, Inc.	8M 1223	
1038	6/22/2009	Amendment to 10/17/07 Administration Agreement between Eight Mile and Kobalt Music Services America	8M 1351-1380	
1039	6/22/2009	Amendment to 10/17/07 Agreement between Eight Mile and Kobalt Music Services America	8M 1395-1396	
1040		Summary of purported licenses of Plaintiffs' Compositions		Fed. R. Civ. Proc. 37, FRE 802
1041		Summary of terms of co-publishing agreements		Fed. R. Civ. Proc. 37, FRE 802
1042		Summary of terms of recording agreements		Fed. R. Civ. Proc. 37, FRE 802
1043		Copyright Registration Certificates	8M 0934 - 0987	Fed. R. Civ. Proc. 37, FRE 802
1044	7/1/2000	Publishing Agreement between EMI and D-12, et. al.	EMI 0001 - 0054	FRE 106, 402, 403

Plaintiffs' Exhibit List

1045	7/1/2004	Modification and Extension Agreement between EMI and D-12, et. al.	EMI 0055 - 0061	FRE 106, 402, 403
1046	7/1/2004	Letter from EMI to Denaun Porter regarding modification of the D-12 Agreement	EMI 0062 - 0065	FRE 106, 402, 403
1047	August 2007	Purchase Agreement between EMI and Rufus Johnson, et al.	EMI 0093 - 0114	FRE 106, 402, 403
1048	3/23/2005	Letter and Agreement between Andre Young and Warner	WARNER 0001	FRE 402, 403
1049	3/23/2005	Amendment to Co-Publishing Agreement between Andre Young and Warner	WARNER 0002 - 0004	FRE 402, 403
1050	3/1/2001	Amendment to Co-Publishing Agreement between Andre Young and Warner	WARNER 0005 - 0008	FRE 402, 403
1051	4/9/1997	Berliner (King, Purtich, Holmes, Paterno, and Berliner) regarding Schedule A to Co-Publishing Agreement	WARNER 0009 - 0010	FRE 402, 403
1052	3/1/1997	Co-Publishing Agreement between Andre Young and Warner	WARNER 0011 - 041	FRE 402, 403
1053	2/13/2003	Administration Agreement between Universal Music Corp. and 50 Cent	UMPG 0001 - 0019	FRE 402, 403
1054	10/27/2006	Amendment to Administration Agreement between Universal Music Corp. and 50 Cent	UMPG 0020 - 0028	FRE 402, 403
1055	12/31/2004	Amendment to Administration Agreement between Universal Music Corp. and 50 Cent	UMPG 0030 - 0033	FRE 402, 403
1056	5/28/2008	Amendment to Administration Agreement between Universal Music Corp. and 50 Cent	UMPG 0034 - 0037	FRE 402, 403
1057	6/1/2003	Amendment to Administration Agreement between Universal Music Corp. and 50 Cent	UMPG 0038 - 0045	FRE 402, 403

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1058	7/30/2003	Exclusive Songwriter Agreement between Universal Music Corp. and 50 Cent	UMPG 0046 - 0068	FRE 402, 403
1059	3/30/2003	Exclusive Songwriter and Co-Publishing Agreement between Rondor and Obie Trice	UMPG 0069 - 0125	FRE 402, 403
1060	1/15/2008	Letter and Agreement between Obie Trice and Rondor	UMPG 0126 - 0127	FRE 402, 403
1061	12/13/2002	Agreement with Apple for permanent download, streaming of clips	AFT 3067 -3189	FRE 402, 403
1062	3/21/2008	Eight Mile Style's Response to Defendants' 1st Set of Interrogatories		
1063	3/21/2008	Eight Mile Style's Response to Defendants' 1st Set of Request for Production of Documents		
1064	3/21/2008	Martin Affiliated's Response to Defendants' 1st Set of Interrogatories		
1065	3/21/2008	Martin Affiliated's Response to Defendants' 1st Set of Request for Production of Documents		
1066	8/20/2008	Eight Mile Style's Response to Defendants' 2nd Interrogatories		
1067	8/20/2008	Eight Mile Style's Response to Defendants' 2nd Request for Production of Documents		
1068	8/20/2008	Martin Affiliated's Response to Defendants' 2nd Set of Interrogatories		
1069	8/20/2008	Martin Affiliated's Response to Defendants' 2nd Set of Request for Production of Documents		
1070	5/8/2009	Plaintiffs' Response to Defendants' 3rd Set of Interrogatories		

Plaintiffs' Exhibit List

1071	5/8/2009	Plaintiffs' Response to Defendants' 3rd Set of Requests for Production of Documents		
1072	7/13/2009	Plaintiffs' Response to Defendants' 4th Set of Interrogatories		
1073	7/13/2009	Plaintiffs' Response to Defendants' 4th Set of Requests for Production of Documents		
1074	6/9/2009	EMI's Objections to Request for Production of Documents		FRE 402, 403
1075	4/7/2008	Apple Computer's Response to Plaintiffs' 1st Set of Interrogatories		To the extent this includes objections - FRE 402, 403
1076	4/7/2008	Aftermath Record's Response to Plaintiffs' 1st Set of Interrogatories		To the extent this includes objections - FRE 402, 403
1077	4/7/2008	Aftermath Record's Response to Plaintiffs' 1st Set of Request for Production of Documents		FRE 402, 403
1078	5/9/2008	Aftermath Record's Objections to Subpoena for Peter Paterno		FRE 402, 403
1079	6/4/2008	Apple Computer's Objections to Notice of 30(b)(6) Deposition		FRE 402, 403
1080	6/4/2008	Aftermath Record's Objections to Notice of 30(b)(6) Deposition		FRE 402, 403
1081	7/8/2008	Apple Computer's Supplemental Responses to Plaintiffs' 1st Set of Interrogatories		To the extent this includes objections - FRE 402, 403
1082	7/8/2008	Responses to Plaintiffs' 1st Set of Interrogatories and 1st Request for Production of Documents		FRE 402, 403
1083	9/11/2008	Aftermath Record's Response to Topic 1 in Notice of 30(b)(6) Deposition		FRE 402, 403

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1084	2/16/2009	Apple Computer's Response to Plaintiffs' 1st Request for Production of Documents		FRE 402, 403
1085	5/11/2009	Aftermath Record's Response to Plaintiffs' 2nd Set of Interrogatories		To the extent this includes objections - FRE 402, 403
1086	5/11/2009	Aftermath Record's Response to Plaintiffs' 2nd Set of Request for Production of Documents		FRE 402, 403
1087	6/8/2009	Apple Computer's Objections to Notice of 30(b)(6) Deposition		FRE 402, 403
1088	7/31/2009	Aftermath Record's Objections to Notice of 30(b)(6) Deposition		FRE 402, 403
1089	8/14/2008	Compulsory License for <i>Lose Yourself</i> between Eight Mile Style and UMG		
1090	10/30/2008	Letter from Glenn Pomerantz to Mark Levinsohn regarding "Lose Yourself" compulsory license		
1091	8/27/2009	Corrected Expert report of Gary Cohen		FRE 702, 802

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al., USDC Case No. 2:07-CV-13164
Defendants' Exhibit List

Exh No.	Description	Bates	Objections
128	Email from Gary Stiffelman to Rand Hoffman dated 11/12/03 (AFT-0059495)		402, 403, 602, 802
207	Cohen Audit report		402, 403
211	Email dated November 9, 2005 from Gary Cohen to Theodor Sedlmayr regarding Eminem/FBT and Interscope (GCC 13892)		402, 403
213	Notes of Gary Cohen regarding March 9, 1998 agreement between Aftermath and FBT (GCC 13772)		402, 403, 602
224	E-mail from Gary Stiffelman to Mark Levinsohn, Theo Sedlmayr and Paul Rosenberg regarding Interscope (LEVIN - 0042)		402, 403, 602
296	Invoices from Gary Cohen Corporation to FBT Productions		402, 403
277	Master Purchase Agreement between F.B.T.-Martin Affiliated, LLC and Master Beat, Inc. regarding master recordings by "The Romantics" dated May 1, 2003		402, 403
2000	Amendment between FBT and Mathers dated 2/22/99 (FBT-0042 - 46)		
2001	Agreement between Marshall Mathers and Shady Records dated 5/23/02 regarding Eight Mile Soundtrack (AFT-0058813 - 816)		402, 403, 602
2002	To F.B.T. Productions/Encore (Account # 24145602), AFT 51287-		402, 403
2003	Artist Royalty Statement Summary For Period Ended: 12/31/06 To EM2M _ENCORE (Account # 24145602), AFT 51617-51746		402, 403

KEY TO OBJECTIONS

FRE 106: The document is inadmissible as incomplete. If admitted, the objecting party reserves the right to require the complete document be admitted as an Exhibit.

FRE 402: The document is inadmissible because it is not relevant.

FRE 403: The document is inadmissible because any minimal probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence. Also asserted to object to unfair prejudice of attempt to introduce evidence by declaration without affording an opportunity to cross-examine

FRE 602: The document is inadmissible because it lacks adequate foundation.

FRE 702: The document is inadmissible because it contains purportedly expert opinion that does not meet the standards set out in Fed. Rule of Evidence 702.

FRE 802: The document is inadmissible because it is hearsay.

FRE 901(a): The document is not authenticated, nor is it a self-authenticating document.

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al., USDC Case No. 2:07-CV-13164
Defendants' Exhibit List

Exh No.	Description	Bates	Objections
2004	Artist Royalty Statement Summary For Period Ended: 12/31/06 To F.B.T. Productions/Curtain Call, AFT 51947-52223		402, 403
2005	To EM2M_Curtain Call (Account # 24145603), AFT 52224-52500		402, 403
2006	Artist Royalty Statement for the period ending June 30, 2002 to Payee FBT (AFT-0020585-816)		402, 403
2007	Artist Royalty Statement Summary For Period Ended: 06/30/02 To Eminem/ F.B.T. Productions (Account # 24145600), AFT 20817-21048		402, 403
2008	Artist Statement of Royalties Summary For Period Ended: 06/30/03 To Eminem/F.B.T. Productions (Account # 24145600), AFT 21523-21885		402, 403
2009	Artist Statement of Royalties Summary For Period Ended: 06/30/03 To Eminem/F.B.T. Productions (Account # 24145600), AFT 21886-22248		402, 403
2010	Artist Statement of Royalties Summary For Period Ended: 06/30/03 To 8 Mile St/Eminem/FBT Records (Account # 20087112), AFT 22323-22345		402, 403
2011	Artist Statement of Royalties For Period Ended: 06/30/03 To 8 Mile St/Eminem/FBT Records (Account # 20087112), AFT 22346-22368		402, 403
2012	Artist Statement of Royalties Summary For Period Ended 06/30/03 To 8 Mile St/Eminem/FBT Records (Account # 20087112), AFT 24101-24139		402, 403
2013	Artist Statement of Royalties Summary For Period Ended 06/30/03 To 8 Mile St/Eminem/FBT Records (Account # 20087112), AFT 24140-24178		402, 403
2014	Artist Royalty Statement Summary For Period Ended: 6/30/05 To F.B.T. Productions, LLC (Acct # 24145600), AFT 25031-25906		402, 403
2015	Artist Royalty Statement Summary For Period Ended: 6/30/05 To EM2M LLC (Acct # 24145600), AFT 25907-26782		402, 403
2016	Artist Royalty Statement Summary For Period Ended: 6/30/05 To F.B.T. Productions LLC (Acct # 20087112), AFT 26908-26946		402, 403
2017	Artist Royalty Statement Summary For Period Ended: 6/30/05 To EM2M LLC (Acct # 20087112), AFT 26947-26985		402, 403
2018	Artist Royalty Statement Summary For Period Ended: 6/30/06 – To F.B.T. Productions (Account # 24145600), AFT 28869-29699		402, 403

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al., USDC Case No. 2:07-CV-13164
Defendants' Exhibit List

Exh No.	Description	Bates	Objections
2019	Artist Royalty Statement Summary For Period Ended: 6/30/06 – To EM2M LLC (Account #24145600), AFT 29700-30530		402, 403
2020	Artist Royalty Statement Summary For Period Ended: 6/30/06 – To F.B.T. Productions (Account # 24145602), AFT 30531-30859		402, 403
2021	Artist Royalty Statement Summary For Period Ended: 6/30/06 – To EM2MLLC/Encore (Account # 24145602), AFT 30860-31188		402, 403
2022	Artist Royalty Statement Summary For Period Ended: 6/30/06 – To F.B.T. Productions/Curtain Call (Account # 24145603), AFT 31189-31426		402, 403
2023	Artist Royalty Statement Summary For Period Ended: 6/30/06 – To Em2M LLC/Curtain Call, AFT 31427-31666		402, 403
2024	Artist Royalty Statement Summary For Period Ended: 6/30/06 – To F.B.T. Productions (Account # 20087112), AFT 31850-31947		402, 403
2025	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To F.B.T. Productions, LLC (Account # 24145600), AFT 35469-36443		402, 403
2026	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To EM2M LLC (Account # 24145600), AFT 36444-37418		402, 403
2027	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To F.B.T. Productions/Encore (Account # 24145602), AFT 37419-37773		402, 403
2028	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To EM2M Encore (Account # 24145602), AFT 37774-38128		402, 403
2029	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To F.B.T. Productions/Curtain Call (Account # 24145603), AFT 38129-38430		402, 403
2030	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To EM2M LLC/Curtain Call (Account # 24145603), AFT 38431-38732		402, 403
2031	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To F.B.T. Productions, LLC (Account # 24145600), AFT 39468-39790		402, 403
2032	Artist Royalty Statement Summary For Period Ended: 12/31/05 – To F.B.T. Productions/Curtain Call, AFT 47538-47544		402, 403

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Exh No.	Description	Bates	Objections
2033	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To Joel Martin (Account # 24145600), AFT 39791-40113		402, 403
2034	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To F.B.T. Productions c/o Howard Hertz (Account # 20087112), AFT 40126-40130		402, 403
2035	Artist Royalty Statement Summary For Period Ended: 6/30/07 – To Joel Martin (Account # 20087112), AFT 40131-40135		402, 403
2036	Artist Royalty Statement Summary For Period Ended: 12/31/03 – To F.B.T. Productions (Account # 24145600), AFT 40716-41105		402, 403
2037	Artist Royalty Statement Summary For Period Ended: 12/31/03 – To Joel Martin (Account # 24145600), AFT 41106-41495		402, 403
2038	Artist Royalty Statement Summary For Period Ended: 12/31/03 – To F.B.T. Productions (Account # 20087112), AFT 41604-41637		402, 403
2039	Artist Royalty Statement Summary For Period Ended: 12/31/03 – To Joel Martin (Account # 20087112), AFT 41638-41671		402, 403
2040	Artist Royalty Statement Summary For Period Ended: 12/31/04 – To F.B.T. Productions (Account # 24145600), AFT 42185-42857		402, 403
2041	Artist Royalty Statement Summary For Period Ended: 12/31/04 – To EM2M (Account # 24145600), AFT 42858-43530		402, 403
2042	Artist Royalty Statement Summary For Period Ended: 12/31/04 – To F.B.T. Productions LLC (Account # 20087112), AFT 43630-43663		402, 403
2043	Artist Royalty Statement Summary For Period Ended: 12/31/05 – To EM2M LLC_ Curtain Call (Account # 24145603), AFT 47545-47551		402, 403
2044	Artist Royalty Statement Summary For Period Ended: 12/31/04 – To EM2M LLC (Account # 20087112), AFT 43664-43697		402, 403
2045	Artist Royalty Statement Summary For Period Ended: 12/31/05 – To F.B.T Productions, LLC (Account # 24145600), AFT 45370-46141		402, 403

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Exh No.	Description	Bates	Objections
2046	Artist Royalty Statement Summary For Period Ended: 12/31/05 – To EM2M LLC (Account # 24145600), AFT 46142-46913		402, 403
2047	Artist Royalty Statement Summary For Period Ended: 12/31/05 – To F.B.T. Productions/Encore (Account # 24145602), AFT 46914-47225		402, 403
2048	Artist Royalty Statement Summary For Period Ended: 12/31/05 – To EM2M LLC Encore (Accounting # 24145602), AFT 47226-47537		402, 403
2049	Artist Royalty Statement Summary For Period Ended: 12/31/05 – To F.B.T. Productions (Account # 20087112), AFT 47727-47776		402, 403
2050	Artist Royalty Statement Summary For Period Ended: 12/31/05 EM2M LLC (Account # 20087112), AFT 47777-47826		402, 403
2051	Artist Royalty Statement Summary For Period Ended: 12/31/06 To F.B.T. Productions, LLC (Account # 24145600), AFT 49707-50496		402, 403
2052	Artist Royalty Statement Summary For Period Ended: 12/31/06 To EM2M LLC (Account # 24145600), AFT 50497-51286		402, 403
2053	Summary chart of grants of rights in compositions (Docket No. 94-11)		
2054	Summary chart in response to Sullivan Exhibit C-2 (Docket No. 94-13 Filed Under Seal)		
2055	Summary chart in response to Sullivan Exhibit C-3 (Docket No. 94-14 Filed Under Seal)		
2056	Universal Music Group Check No. 1562098, dated 2/13/08, to Martin Affiliated, LLC (MSJ Ex. G Sealed (CR 34)		602
2057	Universal Music Group Check No. 1561704, dated 2/25/08, to Eight Mile Style		602
2058	All cancelled checks sent to EMS or EMS/Martin Affiliated administrators up to time of trial		
2059	Email with attached draft synchronization license from Linda Daubson to Mark Levinsohn et al. dated 10/12/05 (AFT-064046 - 52)		402, 403, 602, 802
2060	Email from Gary Stiffelman to Mark Levinsohn et al. dated 9/9/05 (AFT-064053 - 54)		402, 403, 602, 802
2061	Email with attached revised draft agreement from Mark Levinsohn to Rand Hoffman et al. dated 10/12/05 (AFT-064055 - 58)		402, 403, 602, 802

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Exh No.	Description	Bates	Objections
2062	Email from Gary Stiffelman to Mark Levinsohn et al. dated 9/12/05 (AFT-064059 - 60)		402, 403, 602, 802
2063	Email from Mark Levinsohn to Rand Hoffman et al. dated 9/21/05 (AFT-064061 - 65)		402, 403, 602, 802
2064	Email from Gary Stiffelman to Rand Hoffman dated 9/15/05 (AFT-064066 - 70)		402, 403, 602, 802
2065	Email with attached draft synchronization license from Mark Levinsohn to Linda Daubson et al. dated 10/12/05 (AFT-064071 - 78)		402, 403, 602, 802
2066	Email from Rand Hoffman to Mark Levinsohn et al. dated 9/12/05 (AFT-064079 - 80)		402, 403, 602, 802
2067	Agreement between Obie Trice and Shady Records, dated 5/23/01 (AFT-0059004 - 12)		
2068	Amendment between Obie Trice and Shady Records, dated 10/1/02 (AFT-0059013 - 16)		
2069	Agreement between Christopher Lloyd p/k/a Lloyd Banks and Interscope Records, dated 1/10/04 (AFT-0058994 - 9003)		
2070	Agreement between Christopher Lloyd p/k/a Lloyd Banks and G-Unit, dated 1/18/04 (AFT-0058179 - 254)		
2071	Agreement between Interscope Records and G-Unit, dated 1/10/04 (AFT-0058384 - 388)		
2072	Amendment to First Look Agreement between Interscope Records and Shady Records dated 1/1/02 (AFT-0058853 - 889)		
2073	First Look Agreement between Interscope Records and Shady Records dated 8/20/99 (AFT-0058890 - 991)		
2074	Various License Inquiry Detail (Ensign-0000034 - 152)		402, 403, 602
2075	Email with attached list of song titles from Mark Levinsohn to Jonas Kant dated 10/8/08 (Ensign-0000260 - 264)		402, 403, 602, 901(a)
2076	Email with attached license summary from Barry Slotnick to Marc Guilford dated 7/1/09 (HFA 000056 - 59)		802
2077	Email between Marc Guilford and Barry Slotnick dated 7/10/09 (HFA 000071 - 72)		802
2078	Email between Willard Ahdriz, Nick Noden, James Fitzherbert-Brockholes and Michael Petersen dated 9/25/08 (KBLT-000080 - 81)		
2079	Email between Guy Sylvester, Jemma Skidmore, Willard Ahdriz, Michelle Sloddart, Christiaan Winchester, Suzanne Moss and Michael Petersen dated 9/24/08 (KBLT-000087)		

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Exh No.	Description	Bates	Objections
2080	Agreement between Kobalt and Music Resources dated 6/22/09 (KBLT-000001 - 2)		
2081	Amendment between Kobalt and Eight Mile Style dated 6/22/09 (KBLT-000003 - 50)		
2082	Email between Nancie Stern and Sara Jackson et al. dated 8/19/08 (KBLT-000051)		
2083	Email between Michael Petersen and Mark Levinsohn et al. dated 10/28/08 (KBLT-000062 - 64)		
2084	License Instruction Sheet for D-12 World revised 10/7/05 (AFT-0062622 - 626)		402, 403
2085	Controlled Composition Provision (Y11) for Co-Writer/Producer Agreement with D-12 dated 1/19/00 (AFT-0061979 - 985)		106
2086	Controlled Composition Provision (Y7) for Co-Writer/Producer Agreement with Andy Thelusma dated 3/1/04 (AFT-0062536 - 538)		106, 402, 403, 602
2087	Controlled Composition Provision for Co-Writer/Producer Agreement with D12, Inc. and Night & Day dated 1/1/04 (AFT-0062539 - 548)		106, 402, 403, 602
2088	Controlled Composition Provision (Y8) for Co-Writer/Producer Agreement with Obie Trice dated 5/24/01 (AFT-0062549 - 555)		106
2089	Controlled Composition Provision (Y4) for Co-Writer/Producer Agreement with D12, Inc. and Sicknotes dated 3/6/04 (AFT-0062556 - 559)		106, 402, 403, 602
2090	Controlled Composition Provision for Co-Writer/Producer Agreement with D12, Inc. and Trackboyz dated 2003 (AFT-0062560 - 563)		106, 402, 403, 602
2091	Controlled Composition Provision for Co-Writer/Producer Agreement with D12, Inc. and Trackboyz dated 12/1/03 (AFT-0062564 - 567)		106, 402, 403, 602
2092	Controlled Composition Provision (Y1) for Co-Writer/Producer Agreement with between Shady Records and Interscope Records dated 1/1/02 (AFT-0062568 - 572)		106
2093	Controlled Composition Provision (YA) for Co-Writer/Producer Agreement with D-12 dated 1999 (AFT-0062573 - 580)		106
2094	Facsimile with attached splits for Cheers from Lena Kasambalides to Todd Douglas dated 11/13/03 (AFT-0062488 - 493)		402, 403, 802

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Exh No.	Description	Bates	Objections
2095	Email between Paramount and Harry Fox Agency dated 8/31/05 confirming Ensign license for Without Me (AFT-0062507)		402, 403, 602, 802, 1002
2096	Chain emails from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 & 08/22/03 with License Inquiry Detail dated 07/30/03 and License/License Request Summary, configuration Cassette (album), Compact Disc (album), 12" Vinyl (album) dated 07/03/08 (AFT-0062092-98)		402, 403, 602, 802
2097	Chain emails from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 & 08/22/03 with License Inquiry Detail dated 07/30/03 and License/License Request Summary, configuration Compact Disc (album) dated 07/03/08 (AFT-0062085-91)		402, 403, 602, 802
2098	Chain emails from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 & 08/22/03 with License Inquiry Detail dated 07/30/03 and The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 07/30/03 (AFT-0062036-84)		402, 403, 602,802 and inaccurate description
2099	Chain emails from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 & 08/22/03 with License Inquiry Detail dated 07/30/03 and The Harry Fox Agency Inc. record no. (CD) 069 493 291 dated 07/30/03 (AFT-0061300-24)		402, 403, 602, 802
2100	Chain emails from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 & 08/22/03 with License Inquiry Detail dated 07/30/03 and The Harry Fox Agency Inc. record no. (CD) 069 493 291 dated 07/30/03 (AFT-0062099-123)		402, 403, 602, 802
2101	Chain emails from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 & 08/22/03 with License Inquiry Detail dated 07/30/03 and The Harry Fox Agency Inc. record no. (CD) 069 493 292 dated 07/30/03 (AFT-0062124-48)		402, 403, 602, 802
2102	Chain emails from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 & 08/22/03 with License Inquiry Detail dated 07/30/03 and The Harry Fox Agency Inc. record no. (CS)(CD)(LP) 069 493 290 dated 07/31/03 (AFT-0062153-73)		402, 403, 602, 802, inaccurate description

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Exh No.	Description	Bates	Objections
2103	Chain emails from Marcia Rosenblum to Paul Deleon & Todd Douglas re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 493 291) dated 12/02/03 with License Inquiry Detail dated 12/02/03 and The Harry Fox Agency Inc., record no. (CD) 069 493 291 dated 12/03/03 (AFT-0062174-206)		402, 403, 602, 802
2104	Chain emails from Marcia Rosenblum to Todd Douglas & Paul Deleon re Eminem - The Eminem Show (069 493 290 / 069 493 292 / 069 493 291) dated 12/02/03 with License Inquiry Detail dated 12/02/03 and The Harry Fox Agency Inc., record no. (CS)(CD)(LP) 069 493 290 dated 12/03/03 (AFT-0062207-42)		402, 403, 602, 802, inaccurate description
2105	Controlled Composition Provision (Y1) for Co-Writer/Producer Agreement with Interscope Records/Shady Records/Amendment to First Look Agreement dated 1/1/02 (AFT-0063421 - 425)		106
2106	Controlled Composition Provision (Y10) for Co-Writer/Producer Agreement with 50 Cent and Sha Money XL dated 1/03 (AFT-0062769 - 770)		106, 402, 403, 602
2107	Email between Todd Douglas and Rene Merideth regarding Elizondo/Windswept's rate (Y10) dated 12/14/04 (AFT-0063319)		802, 901(a)
2108	Controlled Composition Provision (Y11) for Co-Writer/Producer Agreement between Shady Records Inc. and D-12 dated 01/19/00 (AFT-0062939 - 945)		106
2109	Controlled Composition Provision (Y11) for Co-Writer/Producer Agreement with 50 Cent and DJ Rad dated 1/20/03 (AFT-0062755 - 757)		106, 402, 403, 602
2110	Controlled Composition Provision (Y11) for Co-Writer/Producer Agreement with 50 Cent and DJ Rad dated 1/20/03 (AFT-0062771 - 774)		106, 402, 403, 602
2111	Controlled Composition Provision (Y12) for Co-Writer/Producer Agreement with Interscope Records/G-Unit Records/First Look Agreement dated 3/27/03 (AFT-0063194 - 197)		106, 402, 403, 602
2112	Controlled Composition Provision (Y12) for Co-Writer/Producer Agreement with Shady Records, Xzibit and Denaun Porter dated 9/1/02 (AFT-0063037 - 43)		402, 403, 602
2113	Controlled Composition Provision (Y12) for Co-Writer/Producer Agreement with Shady Records, Xzibit and Denaun Porter dated 9/1/02 (AFT-0063044 - 47)		402, 403, 602

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Exh No.	Description	Bates	Objections
2114	Controlled Composition Provision (Y15) for Co-Writer/Producer Agreement with Eminem dated 7/2/03 (AFT-0063198 - 200)		106
2115	Controlled Composition Provision (Y2) for Co-Writer/Producer Agreement with Jay-Z dated 9/1/02 (AFT-0062926 - 927)		106, 402, 403, 602
2116	Controlled Composition Provision (Y2) for Co-Writer/Producer Agreement with Jay-Z dated 9/1/02 (AFT-0063029 - 30)		106, 402, 403, 602
2117	Controlled Composition Provision (Y2) for Co-Writer/Producer Agreement with Leslie Pridgen AKA Freeway dated 10/1/02 (AFT-0063031 - 32)		106, 402, 403, 602
2118	Controlled Composition Provision (Y2) for Co-Writer/Producer Agreement with Michael Elizondo for The Eminem Show dated 6/3/02 (AFT-0063581 - 582)		106, 402, 403, 602
2119	Controlled Composition Provision (Y2) for Co-Writer/Producer Agreement with Timbaland dated 1/12/01 (AFT-0063426 - 28)		106, 402, 403, 602
2120	Controlled Composition Provision (Y3) for Co-Writer/Producer Agreement regarding Don't Come Down dated 9/1/03 (AFT-0063429 - 433)		106, 402, 403, 602
2121	Controlled Composition Provision (Y3) for Co-Writer/Producer Agreement with Lloyd Banks and The Beat Factory dated 8/11/04 (AFT-0063184 - 189)		106, 402, 403, 602
2122	Controlled Composition Provision (Y4) for Co-Writer/Producer Agreement between Shady Records Inc. and D-12 dated 1/19/00 (AFT-0063583 - 589)		106
2123	Controlled Composition Provision (Y4) for Co-Writer/Producer Agreement with Obie Trice dated 5/24/01 (AFT-0062929 - 935)		106
2124	Controlled Composition Provision (Y4) for Co-Writer/Producer Agreement with Obie Trice regarding 8 Mile Soundtrack dated 10/1/02 (AFT-0063033 - 36)		602
2125	Controlled Composition Provision (Y5) for Co-Writer/Producer Agreement with 50 Cent and Digga dated 10/02 (AFT-0062764 - 768)		106, 402, 403, 602
2126	Controlled Composition Provision (Y5) for Co-Writer/Producer Agreement with D-12 dated 12/00/99 (AFT-0063290 - 297)		106
2127	Controlled Composition Provision (Y6) for Co-Writer/Producer Agreement with Denaun Porter dated 9/01/02 (AFT-0063443 - 446)		106, 402, 403, 602
2128	Controlled Composition Provision (Y6) for Co-Writer/Producer Agreement with Denaun Porter dated 9/1/02 (AFT-0063302 - 305)		106, 402, 403, 602

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Exh No.	Description	Bates	Objections
2129	Controlled Composition Provision (Y7) for Co-Writer/Producer Agreement regarding Follow My Life dated 9/1/03 (AFT-0063306 - 308)		106, 402, 403, 602
2130	Controlled Composition Provision (Y7) for Co-Writer/Producer Agreement regarding Till I Collapse dated 5/1/01 (AFT-0063590 - 592)		106, 402, 403, 602
2131	Controlled Composition Provision (Y7) for Co-Writer/Producer Agreement with Lloyd Banks and Nate Dogg dated 7/23/04 (AFT-0063190 - 193)		106, 402, 403, 602
2132	Controlled Composition Provision (Y8) for Co-Writer/Producer Agreement regarding Without Me dated 6/6/02 (AFT-0063593 - 595)		106, 402, 403, 602
2133	Controlled Composition Provision (Y8) for Co-Writer/Producer Agreement with 50 Cent dated 6/14/02 (AFT-0063451 - 453)		106, 402, 403, 602
2134	Controlled Composition Provision (Y9) for Co-Writer/Producer Agreement with D-12 with Night & Day dated 1/1/04 (AFT-0062701 - 704)		106, 402, 403, 602
2135	Controlled Composition Provision (Y9) for Co-Writer/Producer Agreement with Lloyd Banks dated 1/18/04 (AFT-0063454 - 460)		106
2136	Controlled Composition Provision (YA) for Co-Writer/Producer Agreement with 50 Cent dated 6/14/02 (AFT-0062838 - 840)		106
2137	Controlled Composition Provision (YA) for Co-Writer/Producer Agreement with Eminem dated 10/14/05 (AFT-0063156 - 159)		402, 403
2138	Controlled Composition Provision (YA) for Co-Writer/Producer Agreement with Lloyd Banks dated 01/18/04 (AFT-0063177 - 183)		106
2139	Controlled Composition Provision (YA) for Co-Writer/Producer Agreement with Marshall Mathers dated 5/23/02 (AFT-0062923 - 925)		106
2140	Controlled Composition Provision (YA) for Co-Writer/Producer Agreement with Shady Records and Obie Trice III dated 5/24/01 (AFT-0063414 - 420)		106
2141	Controlled Composition Provision for Co-Writer/Producer Agreement with Angry Blonde Productions with Denaun Porter dated 4/30/03 (AFT-0063601 - 604)		106, 402, 403, 602
2142	Controlled Composition Provision for Co-Writer/Producer Agreement with Shady Records -w- D-12/ Second Album Amendment dated 9/2/02 (AFT-0063439 - 442)		106, 402, 403, 602

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Exh No.	Description	Bates	Objections
2143	Copyright License Agreement between Universal and Eight Mile Style for Devil's Night (8M-00748 - 751)		402,403
2144	Copyright License Agreement on Behalf of (licensee) Zomba Recording Corp. dated 03/15/04 (8M-00242-244)		402,403
2145	Copyright License Agreement on Behalf of IGA (G-Unit Records) percentage controlled 15% dated 02/28/05 (AFT-0058617-18)		402, 403, 901(a)
2146	Copyright License Agreement on Behalf of IGA (Interscope Records) (licensee) selection# 069 493 544 explicit, 069 493 539 w/bonus DVD with attached Schedule A dated 07/21/03 (AFT-0055406-08)		402, 403, 901(a)
2147	Copyright License Agreement on Behalf of IGA (Interscope Records)(licensee) with Attached Schedule A dated 06/27/03 (8M-00232-34)		402, 403
2148	Copyright License Agreement on Behalf of IGA (Interscope Records)(licensee) with Attached Schedule A dated 06/27/03 (AFT-0019665-67)		402, 403, 901(a)
2149	Copyright License Agreement on Behalf of IGA (Interscope Records)(licensee) with Attached Schedule A dated 06/27/03 (AFT-0055403-05)		402, 403, 901(a)
2150	Copyright License Agreement on Behalf of IGA (Interscope) (licensee) selection# 069 493 544 explicit, 069 493 539 w/bonus DVD, 069 493 545 clean with Attached Schedule A dated 07/21/03 (8M-00133-35)		402, 403
2151	Copyright License Agreement on Behalf of IGA (Interscope) (licensee) selection# 069 493 545-2 [edited] with Attached Schedule A dated 11/09/04 (AFT-0055459-63)		402, 403, 901(a)
2152	Copyright License Agreement on Behalf of IGA (Interscope) dated 10/29/02 (AFT 62898-99)		402, 403, 901(a)
2153	Copyright License Agreement on Behalf of IGA (Interscope) percentage controlled 6.67% dated 10/28/02 (AFT-0063572-74)		402, 403, 901(a)
2154	Copyright License Agreement on Behalf of IGA (licensee) with Attached Schedule A dated 06/25/04 (8M-00148-52)		402, 403
2155	Copyright License Agreement on Behalf of IGA (licensee) with Attached Schedule A dated 06/25/04 (AFT-0055441-45)		402, 403, 901(a)
2156	Copyright License Agreement on Behalf of IGA (licensee) with Attached Schedule A dated 12/22/04 (AFT-0055464-69)		402, 403, 901(a)
2157	Copyright License Agreement on Behalf of IGA (licensee) with Attached Schedule A dated 12/22/2004 (8M-00203-08)		402, 403

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Exh No.	Description	Bates	Objections
2158	Copyright License Agreement on Behalf of IGA (licensee) with Attached Schedule A dated 12/23/04 (8M-00213-15)		402, 403
2159	Copyright License Agreement on Behalf of IGA (licensee) with Attached Schedule A dated 12/23/04 (AFT-0055487-89)		402, 403, 901(a)
2160	Copyright License Agreement on Behalf of IGA (licensee), UPC no. 0060 249862 8294 [Deluxe CD] with Attached Schedule A dated 12/23/04 (AFT-0055490-92)		402, 403, 901(a)
2161	Copyright License Agreement on Behalf of IGA [Aftermath/Shady Records] dated 00/01/04 (AFT-0058570-71)		402, 403, 901(a)
2162	Copyright License Agreement on Behalf of IGA [Aftermath/Shady Records] dated 02/02/04 (AFT-0058549-50)		402, 403, 901(a)
2163	Copyright License Agreement on Behalf of IGA [Aftermath] dated 10/24/05 (AFT-0058647-48)		402, 403, 901(a)
2164	Copyright License Agreement on Behalf of IGA [Aftermath] percentage controlled 15.00% dated 09/12/02 (AFT-0063887)		402, 403, 901(a)
2165	Copyright License Agreement on Behalf of IGA [Aftermath](licensee) selection # edited CD 0060249887 8941 with Attached Schedule A dated 03/20/06 (8M-00170-74)		402, 403
2166	Copyright License Agreement on Behalf of IGA [Aftermath](licensee) selection # explicit CD 0060249887 8934, vinyl 0060 249887 8965, cassette 0060 249887 8958 with Attached Schedule A dated 03/20/06 (8M-00165-69)		402, 403
2167	Copyright License Agreement on Behalf of IGA [Aftermath](licensee) selection # explicit CD 0060249887 8934, vinyl 0060 249887 8965, cassette 0060 249887 8958 with Attached Schedule A dated 03/20/06 (AFT-0055504-08)		402, 403, 901(a)
2168	Copyright License Agreement on Behalf of IGA [G-Unit Records] percentage controlled 15% dated 02/28/05 (AFT-0058610-11)		402, 403, 901(a)
2169	Copyright License Agreement on Behalf of IGA [Interscope Records](licensee) with Attached Schedule A dated 11/15/05 (AFT-0055495-97)		402, 403, 901(a)
2170	Copyright License Agreement on Behalf of IGA [Interscope Records](licensee), UPC no. 0060 249880 4087 [Explicit CD]...0060 249880 4070 [Wal-mart Edited CD] with Attached Schedule A dated 11/15/05 (8M-00140-42)		402, 403
2171	Copyright License Agreement on Behalf of IGA [Interscope Records](licensee), UPC no. 0060 249880 4087 [Explicit CD]...0060 249880 4070 [Wal-mart Edited CD] with Attached Schedule A dated 11/15/05 (8M-00143-45)		402, 403

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Exh No.	Description	Bates	Objections
2172	Copyright License Agreement on Behalf of IGA [Interscope Records](licensee), UPC no. 0060 249880 4087 [Explicit CD]...0060 249880 4070 [Wal-mart Edited CD] with Attached Schedule A dated 11/15/05 (AFT-0058581-83)		402, 403, 901(a)
2173	Copyright License Agreement on Behalf of IGA [Interscope Records](licensee), UPC no. 0060 249880 4087 [Explicit CD]...0060 249880 4070 [Wal-mart Edited CD] with Attached Schedule A dated 11/15/05 (AFT-0058584-86)		402, 403, 901(a)
2174	Copyright License Agreement on Behalf of IGA [Interscope] dated 04/05/03 (AFT-0063539-40)		402, 403, 901(a)
2175	Copyright License Agreement on Behalf of IGA [Interscope] dated 10/28/02 (AFT-0063566-68)		402, 403, 901(a)
2176	Copyright License Agreement on Behalf of IGA [Interscope] dated 10/28/02 (AFT-0063569-71)		402, 403, 901(a)
2177	Copyright License Agreement on Behalf of IGA percentage controlled 20.00% dated 07/15/02 (AFT-0063472-73)		402, 403, 901(a)
2178	Copyright License Agreement on Behalf of UMG (licensee) with Attached Schedule A dated 10/01/04 (AFT-0058765-70)		402, 403, 901(a)
2179	Copyright License Agreement on Behalf of UMG (licensee), record no. 0060 249860 7558 (explicit CD), 0060 249860 8364 (explicit Vinyl), 0060 249860 8357 (edited CD) with Attached Schedule A dated 12/22/03 (AFT-0055425-30)		402, 403, 901(a)
2180	Copyright License Agreement on Behalf of UMG for covered services only with Attached Schedule A dated 06/20/02 (8M-00114-16)		402, 403
2181	Copyright License Agreement on Behalf of UMG Recordings Inc. covered services only with Attached Schedule A 09/27/02 (8M-00804-06)		402, 403
2182	Copyright License Agreement on Behalf of UMG Recordings Inc. for covered services only with Attached Schedule A 09/27/02 (8M-00807-09)		402, 403
2183	Copyright License Agreement on Behalf of UMG Recordings Inc. for covered services only with Attached Schedule A dated 06/20/02 (8M-00798-800)		402, 403
2184	Copyright License Agreement on Behalf of UMG Recordings Inc. for covered services only with Attached Schedule A dated 09/27/02 (8M-00111-13)		402, 403
2185	Copyright License Agreement on Behalf of UMG Recordings Inc. for covered services only with Attached Schedule A dated 09/27/02 (8M-00801-03)		402, 403

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Exh No.	Description	Bates	Objections
2186	Copyright License Agreement on Behalf of UMG Recordings Inc. for stream & limited download with Attached Scheduled A and Memorandum from Rod McGrew to Chad Gary re On-Demand Streams and/or Limited Downloads dated 07/02/03 (AFT-0062474-77)		402, 403, 901(a)
2187	Copyright License Agreement on Behalf of UMG Recordings Inc. with Attached Schedule A dated 06/20/02 (8M-00811-13)		402, 403, 602, 802, 901(a) inaccurate description
2188	Email between Pat Blair, Theodor Sedlmayr, Robert Allen and Alina Moffat et al. dated 11/22/05 regarding Piggybank (AFT-0062865 - 869)		402, 403, 602, 802, 901(a) inaccurate description
2189	Email chain from Gerald G. to Gerald D. & Steve Dibasio dated 10/05/05 and The Harry Agency Inc. regarding record no. (LP)00602498621998 (CS)00602498624067 (CD)00602498621622 (royalty rate) dated 10/11/05 (AFT-0061660-96)		402, 403, 602, 802, 901(a)
2190	Email chain from Rene Merideth to Paul Deleon re 50 Cent / "Patiently Waiting" dated 08/11/03; The Harry Fox Agency Inc. License Inquiry Detail dated 08/12/03; The Harry Fox Agency Inc., record no. (CD) 069 493 539 dated 08/12/03 (AFT-0061395-403)		402, 403, 602, 802, 901(a)
2191	Email chain from Rene Merideth to Paul Deleon re 50 Cent / "Patiently Waiting" dated 08/11/03; The Harry Fox Agency Inc. License Inquiry Detail dated 08/12/03; The Harry Fox Agency Inc., record no. (CD)(CS)(LP) 069 493 544 dated 08/12/03 (AFT-0061413-18)		402, 403, 602, 802, 901(a)
2192	Email chains from Kerri Sullivan & Marcia Rosenblum to Paul Deleon & Todd Douglas re Phillips# 314 548 549 / At Her Very Best & Eminem-The Eminem Show...dated 12/02/03 with License Inquiry Detail dated 12/02/03 and The Harry Fox Agency Inc. record no. (CD) 069 493 292 dated 12/03/03 (AFT-0062243-74)		402, 403, 602, 802, 901(a)
2193	Email from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28/03 with License Inquiry Detail dated 07/30/03 and The Harry Fox Agency Inc. record no. (CD) 069 493 292 dated 07/30/03 (AFT-0061342-61)		402, 403, 602, 802, 901(a)

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Exh No.	Description	Bates	Objections
2194	Email from Gerald Grannis to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 08/22/03 and The Harry Fox Agency Inc. record no. (CS)(CD)(LP) 069 493 290 dated 07/30/03 (AFT-0061325-41)		402, 403, 602, 802, 901(a)
2195	Emails from Gerald Grannis & Steve Perlman to Paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 07/28,29/03 with License Inquiry Detail dated 06/21/02 and The Harry Fox Agency Inc. record no. (CD) 069 493 292 dated 08/11/03 (AFT-0061362-86)		402, 403, 602, 802, 901(a)
2196	Facimile Transmission from Steve Perlman to Todd Douglas re Eminem "Encore" dated 04/07/05 (AFT-0063938)		106
2197	Fax coversheet and letter from UMG to Publisher attn. Annette Williams with Attached Schedule A dated 04/08/05 (AFT-0063328-30)		402, 403, 901(a)
2198	Fax coversheet and letter from Zomba Recording Corporation Eric Choy to Joel Martin re Mechanical License Request for the parody of "Lose Yourself" entitled "Couch Potato"... dated 05/13/03 includes license request agreement (8M-00245-48)		402, 403
2199	Fax coversheet for letter from Todd Douglas to Ed Arrow re Licenses and Mechanical License Notification and Confirmation dated 04/03/03 (AFT-0063668-69)		106
2200	Fax coversheet from Annette Williams to Todd Douglas re "Without Me"-The Eminem Show...dated 04/02/03 (AFT-0063671)		106, 402, 403, 901(a)
2201	Fax coversheets with letter from UMG to Publisher attn. Joel Martin and Copyright License Agreement on Behalf of IGA (Interscope) with Attached Schedule A dated 12/24/02 (AFT-0055358-64)		106, 402, 403, 901(a)
2202	Fax coversheets with letter from UMG to Publisher attn. Joel Martin with Copyright License Agreements on behalf of IGA (Interscope) and Attached Schedules A dated 12/24/02 (AFT-0058797-811)		106, 402, 403, 901(a)
2203	Letter from Arthouse Entertainment Inc. to UMG, record no. 0060 249860 7558 (explicit CD), 0060 249860 8364 (explicit Vinyl), 0060 249860 8357 (edited CD) dated 09/15/2004 (AFT-0063248-49)		106, 402, 403, 901(a)
2204	Letter from Donyale Y. H. Reavis to Todd Douglas re Mechanical Reproduction License Agreement for "8 Miles and Runnin" dated 04/10/03 (AFT-0062963)		106,402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2205	Letter from Eight Mile Style Music Melissa Emily to UMG Todd Douglas dated 09/29/04 and Copyright License Agreements on Behalf of UMG (licensee) with Attached Schedule A dated 10/01/04 (AFT-0055450-58)		106, 402, 403, 802, 901(a)
2206	Letter from EMI Music Publishing to IGA/Aftermath, Record # 0060 249864: 6717, 6731, 6939, 6748 dated 01/18/05 (AFT-0063899-900)		106, 402, 403, 802, 901(a)
2207	Letter from EMI Music Publishing to Interscope Records, Record # 2/ 4-069 490 292 dated 08/27/02 (AFT-0063575-77)		106, 402, 403, 802, 901(a)
2208	Letter from Emi Music Publishing to Music Resources attn. Nancie Stern re "We Will Rock You" (May): Sample dated 08/20/02 (AFT-0063719)		106, 402, 403, 802, 901(a)
2209	Letter from Emi Music Publishing to Music Resources attn. Nancie Stern re "We Will Rock You" (May): Sample dated 08/20/02 (AFT-0063720)		106, 402, 403, 802, 901(a)
2210	Letter from EMI Music Publishing to Shady Records with Attached Schedule A, record no. 0060 249860 7558 (Explicit CD) dated 09/29/04 (AFT-0063230-32)		402, 403, 602, 802, 901(a)
2211	Letter from EMI Music Publishing to Shady Records with Attached Schedule A, record no. 0060 249860 8357 (Edited CD) dated 09/29/04 (AFT-0063233-35)		402, 403, 602, 802, 901(a)
2212	Letter from EMI Music Publishing to Shady Records with Attached Schedule A, record no. 0060 249860 8357 (Edited CD) dated 09/29/04 (AFT-0063236-38)		402, 403, 602, 802, 901(a)
2213	Letter from EMI Music Publishing to Shady Records with Attached Schedule A, record no. 0060 249860 8364 (Explicit Vinyl) dated 09/29/04 (AFT-0063233-35)		402, 403, 602, 802, 901(a)
2214	Letter from EMI Music Publishing to Shady/Interscope Records with Attached Schedule A, record no. 0060 249860 8357 dated 11/05/03 (AFT-0063242-44)		402, 403, 602, 802, 901(a)
2215	Letter from EMI Music Publishing to Shady/Interscope Records with Attached Schedule A, record no. Ex CD 0060 249860 7558 & Ex Vinyl 0060 249860 8364 with Attached Schedule A dated 11/05/03 (AFT-0063239-41)		402, 403, 602, 802, 901(a)
2216	Letter from EMI Music Publishing to UMG with Attached Schedule A, Record # EX CD 00602498878934, ED CD 00602498878941, EX CS 00602498878958 dated 12/02/05 (AFT-0063068-70)		402, 403, 602, 802, 901(a)

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Exh No.	Description	Bates	Objections
2217	Letter from EMI Music Publishing To Universal/Shady Records with Attached Schedule A, Record # 0060 249862 1615 (explicit deluxe cd W/DVD), has written "see revised license" dated 06/28/04 (AFT-0062729-33)		402, 403, 602, 802, 901(a)
2218	Letter From EMI Music Publishing To Universal/Shady Records with Attached Schedule A, Record # 0060 249862 1622 (explicit CD), has written "see revised license" dated 06/28/04 (AFT-0062719-23)		402, 403, 602, 802, 901(a)
2219	Letter from EMI Music Publishing to Universal/Shady Records with Attached Schedule A, Record # 0060 249862 1998 (explicit vinyl), has written "revised split on "Keep Talkin"" dated 06/28/04 (AFT-0062597-601)		402, 403, 602, 802, 901(a)
2220	Letter from EMI Music Publishing to Universal/Shady Records with Attached Schedule A, Record # 0060 249862 1998 (explicit vinyl), has written "see revised license" dated 06/28/04 (AFT-0062714-18)		402, 403, 602, 802, 901(a)
2221	Letter from EMI Music Publishing to Universal/Shady Records with Attached Schedule A, Record # 0060 249862 4067 (explicit CS), has written "revised split on "Keep Talkin"" dated 06/28/04 (AFT-0062617-21)		402, 403, 602, 802, 901(a)
2222	Letter from EMI Music Publishing to Universal/Shady Records with Attached Schedule A, Record # 0060 249862 4067 (explicit CS), has written "see revised license" dated 06/28/04 (AFT-0062709-13)		402, 403, 602, 802, 901(a)
2223	Letter from EMI Music Publishing to Universal/Shady with Attached Schedule A, Record # 0060 2498621639 (edited CD), has written "see revised license" dated 06/28/04 (AFT-0062724-28)		402, 403, 602, 802, 901(a)
2224	Letter from Famous Music Dana Travnicek to The Harry Fox Agency Inc. Bob Shaw re Partial License/"Bitch Please II" and "The Real Slim Shady" dated 06/26/00 (AFT-0056030)		402, 403, 602, 802, 901(a)
2225	Letter from Famous Music Dana Travnicek to The Harry Fox Agency Inc. Bob Shaw re Partial License/"Bitch Please II" and "The Real Slim Shady" with supporting material and Attached Schedule A dated 06/26/00 (AFT-0056041-46)		402, 403, 602, 802, 901(a)
2226	Letter from Lastrada Entertainment Co. to UMG, record no. 0060249864 6700 (ex CD), 0060249864 6717 (ex CD), 0060249864 6731 (ed CD), 0060249864 6748 (ex CS), 0060249864 6939 (ex LP) dated 11/15/04 (AFT-0063831-32)		402, 403, 602, 802, 901(a)

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Exh No.	Description	Bates	Objections
2227	Letter from Lastrada Entertainment Co. to UMG, record no. 069-493-290-1/2/4, 069-493-291-2, 069-493-292-2, 069-493-297-2 dated 06/03/02 (AFT-0063538)		402, 403, 602, 802, 901(a)
2228	Letter from Lastrada Entertainment Co. to UMG, record no. 069-493-290-1/2/4, 069-493-291-2, 069-493-292-2, 069-493-297-2 with addendum dated 06/03/02 (AFT-0063693-94)		402, 403, 602, 802, 901(a)
2229	Letter from Reach Global to Todd Douglas re The Eminem Show "Without Me"...dated 04/02/03 (AFT-0063623)		106, 402,403,802, 901(a)
2230	Letter from SpiritMusic Group to Todd Douglas re mechanical license covering "Many Men (Wish Death)", "Get Rich of Die Tryin", #069493544-1/2/4, 069493545-2, and 069493539-2 dated 10/29/03 (AFT-0062789)		106, 402,403,802, 901(a)
2231	Letter from SpiritMusic Group to Todd Douglas re mechanical license covering "Many Men (Wish Death)", "Get Rich of Die Tryin", #493544-1/2/4, 493545-2, and 493539-2 dated 07/8/03 (AFT-0062791)		106, 402,403,802, 901(a)
2232	Letter from SpiritMusic Group to Todd Douglas re United States Domestic Mechanical License dated 07/8/03 (AFT-0062745-47)		402, 403, 602, 901(a)
2233	Letter from Todd Douglas (UMG) to Joel Martin with Attached Schedule A (Eight Mile Style) dated 06/25/04 (AFT-0055437-40)		402, 403, 602, 901(a)
2234	Letter from UMG to Publisher (Alexra Music) dated 03/07/05 (AFT-0062949)		402, 403, 602, 901(a)
2235	Letter from UMG to Publisher attn. Bobby Roberts dated 12/09/03 (AFT-0063320-22)		106, 402,403,802, 901(a)
2236	Letter from UMG to Publisher attn. Bobby Roberts dated 12/09/03 (AFT-0063324-27)		106, 402,403, 602,901(a)
2237	Letter from UMG to Publisher attn. Colin Jones re "Many Men (Wish Death)"/ 50 cent/ 069 493 539-0, 069 493 544-1/2/4, & 069 493 dated 10/21/03 (AFT-0062790)		106, 402,403, 901(a)
2238	Letter from UMG to Publisher attn. Dana Travnicek re Eminem / 069 493 290, 069 493 291, & 069 493 292 dated 06/24/02 dated 06/24/02 and Famous Music Mechanical License with Attached Schedule A dated 06/20/02 (AFT-0055345-48)		106, 402,403, 602, 802, 901(a)
2239	Letter from UMG to Publisher attn. Joel Martin and Copyright License Agreement on Behalf of UMG Recordings Inc. with Attached Schedule A dated 01/30/04 (8M-00121-24)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2240	Letter from UMG to Publisher attn. Joel Martin dated 03/30/06 (AFT-0058591)		402, 403
2241	Letter from UMG to Publisher attn. Joel Martin with Attached Schedule A dated 06/06/03 (AFT-0062955-56)		402, 403
2242	Letter from UMG to Publisher attn. Joel Martin with Attached Schedule A dated 06/20/03 (AFT-0055401-02)		402, 403, 901(a)
2243	Letter from UMG to Publisher attn. Joel Martin with Attached Schedule A dated 06/20/03 (AFT-0058771-72)		402, 403, 901(a)
2244	Letter from UMG to Publisher attn. Joel Martin with Attached Schedule A dated 06/25/04 (AFT-0055437-40)		402, 403, 901(a)
2245	Letter from UMG to Publisher attn. Joel Martin with Attached Schedule A dated 06/25/04 (AFT-0055446-49)		402, 403, 901(a)
2246	Letter from UMG to Publisher attn. Joel Martin with Attached Schedule A dated 06/25/04 (AFT-0058519-22)		402, 403, 901(a)
2247	Letter from UMG to Publisher attn. Joel Martin with Attached Schedule A dated 12/17/04 (AFT-0055470-73)		402, 403, 901(a)
2248	Letter from UMG to Publisher attn. Joel Martin with Copyright License Agreement on Behalf of IGA [Interscope] and Attached Schedule A dated 06/21/02 (AFT-0055341-44)		402, 403, 901(a)
2249	Letter from UMG to Publisher attn. Lena Kasambalides and Copyright License Agreement on Behalf of IGA [Shady Records] with Attached Schedule A dated 12/16/04 (AFT-0063342-44)		402, 403, 901(a)
2250	Letter from UMG to Publisher attn. Nate Dogg with Copyright License Agreement on Behalf of IGA [Aftermath] dated 08/24/05 (AFT-0063935-36)		106, 402, 403, 901(a)
2251	Letter from UMG to Publisher attn. Rod McGrew dated 02/15/05 (AFT-0063202)		106, 402, 403, 901(a)
2252	Letter from UMG to Publisher attn. Rod McGrew with Copyright License Agreement on Behalf of IGA [Interscope] and Attached Schedule A dated 04/01/03 (AFT-0063677-80)		402, 403, 901(a)
2253	Letter from UMG to Publisher attn. Rod McGrew with Copyright License Agreement on Behalf of IGA [Interscope] dated 04/01/03 (AFT-0063674-76)		402, 403, 901(a)
2254	Letter from UMG to Publisher attn. Stanley Banks dated 04/19/06 (AFT-0063095)		402, 403, 901(a)
2255	Letter from UMG to Publisher attn. Stanley Banks dated 04/20/06 (AFT-0063164)		402, 403, 901(a)
2256	Letter from UMG to Publisher attn. Stanley Banks dated 06/21/02 (AFT-0063717)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2257	Letter from UMG to Publisher attn. Stanley Banks dated 12/16/04 (AFT-0063323)		402, 403, 901(a)
2258	Letter from UMG to Publisher attn. Theo Sedlmayr dated 06/20/03 (AFT-0062786-87)		402, 403, 901(a)
2259	Letter from UMG to Publisher C/o Andre Johnson with Copyright License Agreement on Behalf of IGA [Interscope] dated 06/21/02 (AFT-0063578-80)		402, 403, 901(a)
2260	Letter from UMG to Publisher C/o Andre Johnson with Copyright License Agreement on Behalf of IGA [Interscope] dated 06/21/02 (AFT-0063715-16)		402, 403, 901(a)
2261	Letter from UMG to Publisher C/o James Elam dated 02/12/03 (AFT-0062975-77)		402, 403, 901(a)
2262	Letter from UMG to Publisher c/o Nicole Bernard with Copyright License Agreement on Behalf of IGA [Aftermath/Shady Records] dated 09/17/03 (AFT-0062852-53)		402, 403, 901(a)
2263	Letter from UMG to Publisher c/o Nicole Bernard with Copyright License Agreement on Behalf of IGA [Aftermath/Shady Records] dated 06/20/03 (AFT-0062784-85)		402, 403, 901(a)
2264	Letter from UMG to Publisher C/o Reach Global re Eminem 0606949329020/0606949329228 See Schedule A with Attached Schedule A dated 06/17/03 (AFT-0058527-28)		402, 403, 901(a)
2265	Letter from UMG to Publisher C/o Reach Global re Eminem 0606949329020/0606949329228 See Schedule A with Attached Schedule A dated 07/23/03 (AFT-0058537-38)		402, 403, 901(a)
2266	Letter from UMG to Publisher C/o Reach Global with Copyright License Agreement on Behalf of IGA [Interscope] dated 04/01/03 (AFT-0063672-73)		402, 403, 901(a)
2267	Letter from UMG to Publisher C/o Reach Global, Inc. dated 04/20/06 (AFT-0063094)		402, 403, 901(a)
2268	Letter from UMG to Publisher c/o Shady Records with Attached Schedule A dated 08/25/06 (AFT-0058579-80)		402, 403, 901(a)
2269	Letter from UMG to Publisher c/o Terry Wilson re Eminem 0606949329020 / 0606949329228 with Attached Schedule A dated 06/17/03 (AFT-0058525-26)		402, 403, 901(a)
2270	Letter from UMG to Publisher dated 04/20/06 (AFT-0063163)		402, 403, 901(a)
2271	Letter from UMG to Publisher dated 10/18/04 with Mechanical License dated 06/23/04 (AFT-0063211-12)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2272	Letter from UMG to Publisher dated 12/01/05 and Copyright License Agreement on Behalf of IGA [Interscope Records](licensee) with Attached Schedule A dated 11/15/05 (AFT-0058779-82)		402, 403, 901(a)
2273	Letter from UMG to Publisher Nate Dogg Music with Attached Schedule A dated 06/17/03 (AFT-0058523-24)		402, 403, 901(a)
2274	Letter from UMG to Publisher Obie Trice dated 07/09/02 (AFT-0063711-13)		402, 403, 901(a)
2275	Letter from UMG to Publisher with Attached Schedule A dated 05/09/03 (AFT-0062958-59)		402, 403, 901(a)
2276	Letter from UMG to Publisher with Attached Schedule A dated 06/05/03 (AFT-0056857-58)		402, 403, 901(a)
2277	Letter from UMG to Publisher with Attached Schedule A dated 09/06/01 (8M-00747-51)		402, 403, 901(a)
2278	Letter from UMG to Publisher with Attached Schedule A dated 09/25/02 (AFT-0063688-89)		402, 403, 901(a)
2279	Letter from UMG to Publisher with Attached Schedule A dated 09/25/02 (AFT-0063706-07)		402, 403, 901(a)
2280	Letter from UMG to Publisher with Copyright License Agreement on Behalf of IGA (Interscope) dated 02/12/03 (AFT-0062972-74)		402, 403, 901(a)
2281	Letter from Warner /Chappell Music Inc. to UMG Todd Douglas re Issurance of mechanical licenses dated 12/03/02 (AFT0063685)		106, 402, 403, 901(a)
2282	License Instruction Sheet for 8 Mile Soundtrack (AFT-0062889 - 894)		106, 402, 403, 901(a)
2283	License Instruction Sheet for Cheers revised 11/21/03, 12/18/03, 3/30/04, 8/7/04, 9/27 (AFT-0063215 - 219)		106, 402, 403, 901(a)
2284	License Instruction Sheet for Curtain Call (AFT-0063049 - 52)		106, 402, 403, 901(a)
2285	License Instruction Sheet for Curtain Call (AFT-0063148 - 151)		106, 402, 403, 901(a)
2286	License Instruction Sheet for Get Rich of Die Tryin revised 4/7/03, 6/5/03, 6/17/03 (AFT-0062736 - 740)		106, 402, 403, 901(a)
2287	License Instruction Sheet for The Eminem Show revised 3/25/03 (AFT-0063462 - 465)		106, 402, 403, 901(a)
2288	License Instruction Sheet for The Hunger for More revised 10/21/04, 12/9/04, 1/31/05 (AFT-0063173 - 176)		106, 402, 403, 901(a)
2289	License Instruction Sheet for The Massacre revised 8/15/05, 9/21/05, 11/13/05 (AFT-0062855 - 859)		106, 402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2290	License Void Notification from Todd Douglas to UMG Royalties dated 9/30/04 with void Copyright License Agreement on behalf of UMG (licensee) and void Attached Schedule A dated 12/22/03 (AFT-0063264-70)		106, 402,403, 602, 901(a)
2291	License/License Request Summary and The Harry Fox Agency Inc. licensee copy, record no. (CD) 00602498621615 dated 05/30/08 (AFT-0061788-1837)		402, 403, 901(a)
2292	License/License Request Summary and The Harry Fox Agency Inc. licensee copy, record no. (CD) 00602498621639 dated 05/30/08 (AFT-0061838-87)		402, 403, 901(a)
2293	License/License Request Summary, configuration 12" vinyl (single) dated 06/30/08 and The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (12)B000383611 dated 03/30/05 (AFT-0061531-47)		402, 403, 901(a)
2294	License/License Request Summary, configuration 12" vinyl (single) dated 06/30/08 and The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (12)B000383611 dated 03/30/05 (AFT-0061548-64)		402, 403, 901(a)
2295	License/License Request Summary, configuration 12" vinyl (single) dated 06/30/08 and The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (12)B000383611 dated 03/30/05 (AFT-0061565-81)		402, 403, 901(a)
2296	License/License Request Summary, configuration 12" vinyl (single) dated 06/30/08 and The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (12)B000383611 dated 03/30/05 (AFT-0061584-98)		402, 403, 901(a)
2297	License/License Request Summary, configuration 12" vinyl (single) dated 06/30/08 and The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (12)B000383611 dated 03/30/05 (AFT-0061599-1604)		402, 403, 901(a)
2298	License/License Request Summary, configuration 12" vinyl (single) dated 06/30/08 and The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (12)B000383611 dated 03/30/05 (AFT-0061616-32)		402, 403, 901(a)
2299	License/License Request Summary, configuration 12" vinyl (single) dated 06/30/08 with mechanical license request dated 02/18/05 and The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (12)B000383611 dated 03/30/05 (AFT-0061633-50)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2300	License/License Request Summary, configuration Cassette (album), Compact Disc (album) dated 07/01/08 (AFT-0061292-93)		402, 403, 901(a)
2301	License/License Request Summary, configuration Cassette (album), Compact Disc (album) dated 07/01/08 and The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646717 dated 12/22/04 (AFT-0061259-63)		402, 403, 901(a)
2302	License/License Request Summary, configuration Cassette (album), Compact Disc (album) dated 07/02/08 (AFT-0061918-19)		402, 403, 901(a)
2303	License/License Request Summary, configuration Cassette (Album), Compact Disc (Album), 12" Vinyl (Album) record # 069 493 508 dated 06/30/08 (AFT-0061294-95)		402, 403, 901(a)
2304	License/License Request Summary, configuration Cassette (Album), Compact Disc (Album), 12" Vinyl (Album) record # 314 520 062 dated 07/02/08 (AFT-0061901-02)		402, 403, 901(a)
2305	License/License Request Summary, configuration Compact Disc (album) dated 07/02/08 (AFT-0062278-79)		402, 403, 901(a)
2306	License/License Request Summary, configuration Compact Disc (album) dated 07/03/08 with The Harry Fox Agency Inc. record no. (CD) 069 490 291 dated 09/26/02 (AFT-0061937-57)		402, 403, 901(a)
2307	License/License Request Summary, configuration Compact Disc (album) dated 07/03/08 with The Harry Fox Agency Inc. record no. (CD) 069 493 292 dated 09/26/02 (AFT-0061920-36)		402, 403, 901(a)
2308	License/License Request Summary, configuration Compact Disc (Album) record # 069 493 512 dated 06/30/08 (AFT-0061296-97)		402, 403, 901(a)
2309	License/License Request Summary, configuration Digital permanent download (DPD) (album) dated 06/30/08 (AFT-0058474-75)		402, 403, 901(a)
2310	License/License Request Summary, configuration Digital permanent download (DPD) (album) dated 06/30/08 (AFT-0058477-78)		402, 403, 901(a)
2311	License/License Request Summary, configuration Digital permanent download (DPD) (album) dated 06/30/08 (AFT-0058491-92)		402, 403, 901(a)
2312	License/License Request Summary, configuration digital permanent download (DPD) (album) dated 07/01/08 (AFT-0058469-70)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2313	License/License Request Summary, configuration Digital permanent download (DPD) (single) dated 06/30/08 (AFT-0058463-64)		402, 403, 901(a)
2314	License/License Request Summary, configuration Digital permanent download (DPD) (single) dated 06/30/08 (AFT-0058471-72)		402, 403, 901(a)
2315	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 04/21/08 (AFT-0055543-44)		402, 403, 901(a)
2316	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 04/22/08 (AFT-0055935-36)		402, 403, 901(a)
2317	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 04/22/08 (AFT-0056072-73)		402, 403, 901(a)
2318	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 04/22/08 (AFT-0056078-79)		402, 403, 901(a)
2319	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 07/01/08 (AFT-0058449-50)		402, 403, 901(a)
2320	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 07/01/08 (AFT-0058452-53)		402, 403, 901(a)
2321	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 07/01/08 (AFT-0058455-56)		402, 403, 901(a)
2322	License/License Request Summary, configuration digital permanent download (DPD)(album) dated 07/02/08 (AFT-0058508-09)		402, 403, 901(a)
2323	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 04/30/08 (AFT-0056970-71)		402, 403, 901(a)
2324	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 04/30/08 (AFT-0056976)		402, 403, 901(a)
2325	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 04/30/08 (AFT-0056986-87)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2326	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 04/30/08 (AFT-0056990-91)		402, 403, 901(a)
2327	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 04/30/08 (AFT-0056994-95)		402, 403, 901(a)
2328	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 04/30/08 (AFT-0056998-99)		402, 403, 901(a)
2329	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 04/30/08 (AFT-0057010-11)		402, 403, 901(a)
2330	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 07/01/08 (AFT-0058465-66)		402, 403, 901(a)
2331	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 07/01/08 (AFT-0058467-68)		402, 403, 901(a)
2332	License/License Request Summary, configuration Digital Permanent Download (DPD)(single) dated 07/02/08 (AFT-0058501-02)		402, 403, 901(a)
2333	License/License Request Summary, configuration Digital Permanent Download (DPD)(single) dated 07/02/08 (AFT-0058505-06)		402, 403, 901(a)
2334	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 07/02/08 (AFT-0058514-15)		402, 403, 901(a)
2335	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 07/02/08 (AFT-0058516-17)		402, 403, 901(a)
2336	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 07/03/08 (AFT-0058499-500)		402, 403, 901(a)
2337	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 07/03/08 (AFT-0058503-04)		402, 403, 901(a)
2338	License/License Request Summary, configuration digital permanent download (DPD)(single) dated 07/03/08 (AFT-0058531-32)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2339	License/License Request Summary, configuration use in covered services under this agreement dated 06/30/08 (AFT-0058457-58)		402, 403, 602, 901(a)
2340	License/License Request Summary, configuration use in covered services under this agreement dated 07/01/08 (AFT-0058459-60)		402, 403, 602, 901(a)
2341	License/License Request Summary, configuration use in covered services under this agreement dated 07/01/08 (AFT-0058461-62)		402, 403, 602, 901(a)
2342	License/License Request Summary, configuration use in covered services under this agreement dated 07/02/08 (AFT-0058493-94)		402, 403, 602, 901(a)
2343	License/License Request Summary, configuration use in covered services under this agreement dated 07/02/08 (AFT-0058497-98)		402, 403, 602, 901(a)
2344	License/License Request Summary, configuration use in covered services under this agreement dated 07/02/08 (AFT-0058510-11)		402, 403, 602, 901(a)
2345	License/License Request Summary, configuration use in covered services under this agreement dated 07/02/08 (AFT-0058512-13)		402, 403, 602, 901(a)
2346	License/License Request Summary, configuration use in covered services under this agreement dated 07/03/08 (AFT-0058495-96)		402, 403, 602, 901(a)
2347	License/License Request Summary, configuration 12" Vinyl (album), Cassette (album), Compact Disc (album) dated 07/03/08 with The Harry Fox Agency Inc. record no. (CD) 069 493 290 dated 09/26/02 (AFT-0061958-76)		402, 403, 602, 901(a)
2348	Manufacturer No: M48300, MCA/Universal sheet dated 8/10,12/04 (AFT-0062697-700)		402, 403, 901(a)
2349	Mechanical License (permanent download) dated 06/27/05 (AFT-0058535-36)		402, 403, 602, 901(a)
2350	Mechanical License Agreement with Attached Schedule A dated 12/22/2004 (AFT-0058643-45)		402, 403, 901(a)
2351	Mechanical License Agreement dated 04/07/05 (AFT-0063808-09)		402, 403, 901(a)
2352	Mechanical License Agreement dated 04/07/05 (AFT-0063822-23)		402, 403, 901(a)
2353	Mechanical License Agreement dated 04/07/05 (AFT-0063856-57)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2354	Mechanical License Agreement dated 04/07/05 (AFT-0063888-89)		402, 403, 901(a)
2355	Mechanical License Agreement dated 09/28/04 (AFT-0063263)		106, 402, 403, 901(a)
2356	Mechanical License Agreement dated 12/03/02 with another "void replaced by revised direct license" agreement dated 12/03/02 (AFT-0063492-93)		106, 402, 403, 602, 901(a)
2357	Mechanical License Agreement dated 12/03/02 with another "void replaced by revised direct license" agreement dated 12/03/02 (AFT-0063521-22)		106, 402, 403, 602, 901(a)
2358	Mechanical License Agreement dated 12/03/02 with license void notification dated 12/05/03 (AFT-0063474-76)		106, 402, 403, 602
2359	Mechanical License Agreement, title "Encore" dated 04/07/05 (AFT-0063840-41)		402, 403, 901(a)
2360	Mechanical License Agreement, title "Evil Deeds" dated 04/07/05 (AFT-0063845-46)		402, 403, 901(a)
2361	Mechanical License Agreement, title "Mosh" dated 04/07/05 (AFT-0063876-77)		402, 403, 901(a)
2362	Mechanical License Agreement, title "Rain Man" dated 04/07/05 (AFT-0063901-02)		402, 403, 901(a)
2363	Mechanical License dated 01/31/06 (AFT-0063081-82)		402, 403, 901(a)
2364	Mechanical License dated 01/31/06 with record nos. added (AFT-0063097-98)		402, 403, 901(a)
2365	Mechanical License dated 04/02/03 (AFT-0063556-58)		402, 403, 901(a)
2366	Mechanical License dated 04/02/03 (AFT-0063609-11)		402, 403, 901(a)
2367	Mechanical License dated 04/13/05 (AFT-0063245-47)		402, 403, 901(a)
2368	Mechanical License dated 05/28/04 (AFT-0062595-96)		402, 403, 901(a)
2369	Mechanical License Notification and Confirmation dated 01/03/05 (AFT-0058646)		402, 403, 901(a)
2370	Mechanical License Notification and Confirmation dated 01/03/05 (AFT-0063912)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2371	Mechanical License Notification and Confirmation dated 01/13/05 (AFT-0058628)		402, 403, 901(a)
2372	Mechanical License Notification and Confirmation dated 03/25/04 (AFT-0058551)		402, 403, 901(a)
2373	Mechanical License Notification and Confirmation dated 03/25/04 (AFT-0062744)		402, 403, 901(a)
2374	Mechanical License Notification and Confirmation dated 03/31/03 (AFT-0062743)		402, 403, 901(a)
2375	Mechanical License Notification and Confirmation dated 03/31/03 (AFT-0062748)		402, 403, 901(a)
2376	Mechanical License Notification and Confirmation dated 04/03/03 (AFT-0063565)		402, 403, 901(a)
2377	Mechanical License Notification and Confirmation dated 04/03/03 (AFT-0063608)		402, 403, 901(a)
2378	Mechanical License Notification and Confirmation dated 04/19/06 (AFT-0058604)		402, 403, 901(a)
2379	Mechanical License Notification and Confirmation dated 04/19/06 (AFT-0058605)		402, 403, 901(a)
2380	Mechanical License Notification and Confirmation dated 07/21/05 (AFT-0058649)		402, 403, 901(a)
2381	Mechanical License Notification and Confirmation dated 09/17/03 (AFT0058578)		402, 403, 901(a)
2382	Mechanical License Notification and Confirmation dated 11/11/04 (AFT-0064000)		402, 403, 901(a)
2383	Mechanical License Notification and Confirmation dated 11/11/04 (AFT-0064001)		402, 403, 901(a)
2384	Mechanical License Notification and Confirmation dated 12/16/04 (AFT-0058638)		402, 403, 901(a)
2385	Mechanical License Notification and Confirmation dated 12/23/04 (AFT-0063955)		402, 403, 901(a)
2386	Mechanical License Notification and Confirmation dated 9/14/04 and Mechanical License Agreement dated 08/17/04 (AFT-0058539-40)		402, 403, 901(a)
2387	Mechanical License Notification and Confirmation with Attached Schedule A dated 01/17/03 (AFT0062895-97)		402, 403, 901(a)
2388	Mechanical License Notification and Confirmation with Attached Schedule A dated 03/04/04 (AFT-0055432-33)		402, 403, 901(a)
2389	Mechanical License Notification and Confirmation with Attached Schedule A dated 03/04/05 (AFT-0058606-09)		402, 403, 901(a)
2390	Mechanical License Notification and Confirmation with Attached Schedule A dated 03/04/05 (AFT-0058619-21)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2391	Mechanical License Notification and Confirmation with Attached Schedule A dated 03/04/05 (AFT-0059619-21)		Inaccurate description, 106, 402, 403, 901(a)
2392	Mechanical License Notification and Confirmation with Attached Schedule A dated 03/18/04 (AFT-0058561-62)		402, 403, 901(a)
2393	Mechanical License Notification and Confirmation with Attached Schedule A dated 03/19/04 (AFT-0058543-44)		402, 403, 901(a)
2394	Mechanical License Notification and Confirmation with Attached Schedule A dated 06/19/03 (AFT0055397-400)		402, 403, 901(a)
2395	Mechanical License Notification and Confirmation with Attached Schedule A dated 07/07/03 (AFT0058545-48)		402, 403, 901(a)
2396	Mechanical License Notification and Confirmation with Attached Schedule A dated 07/21/05 (AFT-0058641-42)		402, 403, 901(a)
2397	Mechanical License Notification and Confirmation with Attached Schedule A dated 08/24/06 (AFT-0058592-95)		402, 403, 901(a)
2398	Mechanical License Notification and Confirmation with Attached Schedule A dated 09/23/04 (AFT-0058541-42)		402, 403, 901(a)
2399	Mechanical License Notification and Confirmation with Attached Schedule A dated 09/29/04 (AFT-0058634-37)		402, 403, 901(a)
2400	Mechanical License Notification and Confirmation with Attached Schedule A dated 09/30/04 (AFT-0058622-23)		402, 403, 901(a)
2401	Mechanical License Notification and Confirmation with Attached Schedule A dated 10/01/03 (AFT-0058563-66)		402, 403, 901(a)
2402	Mechanical License Notification and Confirmation with Attached Schedule A dated 10/1/03 (AFT-0058567-69)		402, 403, 901(a)
2403	Mechanical License Notification and Confirmation with Attached Schedule A dated 11/22/05 (AFT-0058596-99)		402, 403, 901(a)
2404	Mechanical License Notification and Confirmation with Attached Schedule A dated 12/09/05 (AFT-0058587-90)		402, 403, 901(a)
2405	Mechanical License Notification and Confirmation with Attached Schedule A dated 12/24/02 (AFT-0062983-85)		402, 403, 901(a)
2406	Mechanical License Notification and Confirmation with Attached Schedule A dated 9/30/04 (AFT-0058624-27)		402, 403, 901(a)
2407	Mechanical License Request dated 03/14/01 and The Harry Fox Agency Inc., record no. (CS)(CD) 314 520 062 dated March 16th (AFT-0061888-900)		402, 403, 901(a)
2408	Mechanical License Request dated 10/04/04 (AFT-0061697)		402, 403, 901(a)
2409	Mechanical License to UMG Attn. Patricia Blair with Attached Schedule A dated 03/22/06 (AFT-0055515-17)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2410	Mechanical License to UMG Attn. Patricia Blair with Attached Schedule A dated 03/22/06 (AFT-0055525-27)		402, 403, 901(a)
2411	Mechanical License to UMG Attn. Patricia Blair with Attached Schedule A dated 03/22/06 (AFT-0063062-64)		402, 403, 901(a)
2412	Mechanical License to UMG Attn. Patricia Blair with Attached Schedule A dated 03/22/06 (AFT-0063065-67)		402, 403, 901(a)
2413	Mechanical License to UMG attn. Patricia Blair with Attached Schedule A dated 03/28/03 (AFT-0019668-71)		402, 403, 901(a)
2414	Mechanical License to UMG attn. Todd Douglas with Attached Schedule A dated 06/25/02 (AFT-0055349-52)		402, 403, 901(a)
2415	Mechanical License with Attached Schedule A dated 03/28/03 and includes a License Void Notification dated 04/03/03 and void Mechanical License with Attached Schedule A, has written "void replaced by revised direct license" dated 06/20/02 (AFT-0055376-84)		402, 403, 901(a)
2416	Mechanical License, DPD ISRC# US-IR1-03-12131 & ISRC# US-IR1-03-12232... dated 04/13/05 (AFT-0058629-31)		402, 403, 901(a)
2417	Mechanical License, record no. 0060 249860 7558 EX CD, 0060 249860 8364 EX Vinyl, 0060 249860 8357 ED CD dated 04/13/05 (AFT-0063258-60)		402, 403, 901(a)
2418	Mechanical License, song(s) "Got Some Teeth" (samples "Without Me") with Attached Schedule A dated 10/09/03 (AFT-0063254-57)		402, 403, 901(a)
2419	Mechanical Licensee document for composition "Warrior" dated 06/30/04 (AFT-0063213)		402, 403, 901(a)
2420	Memorandum from Rod McGrew to Todd Douglas re Mechanical License Agreement for the Composition "Till I Collapse" dated 04/02/03 (AFT-0063670)		106, 402, 403, 901(a)
2421	<i>Not purchased</i> confidential song list with email chain from Carly Perry to Shawn Stewart & John Cosenza re Eminem/The Eminem Show (069 493 290 and 069 493 292)... dated 06/21/02 with The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 290 dated 06/21/02 (AFT-0061272-77)		402 403, 602, 802, 901(a)
2422	<i>Not purchased</i> confidential song list with email chain from Carly Perry to Shawn Stewart & John Cosenza re Eminem/The Eminem Show (069 493 290 and 069 493 292)... dated 06/21/02 with The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 290 dated 06/21/02 (AFT-0061903-10)		402 403, 602, 802, 901(a)
2423	Pending Project 2004 to Harry Fox Agency Mechanical License Request from IGA (Interscope) dated 07/20/05 (AFT-0062506)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2424	PHYS/PDL letter to Publisher attn. Debra MacCulloch with Attached Schedule A dated 12/21/04 (AFT-0019110-13)		402, 403, 901(a)
2425	PHYS/PDL letter to Publisher attn. Debra MacCulloch with Attached Schedule A dated 12/21/04 (AFT-0019114-17)		402, 403, 901(a)
2426	PHYS/PDL letter to Publisher attn. Joel Martin with Attached Schedule A dated 11/13/05 (AFT-0058787-88)		402, 403, 901(a)
2427	PHYS/PDL letter to Publisher c/o Deibra O'Hara with Attached Schedule A dated 12/21/04 (AFT-0019119-21)		402, 403, 901(a)
2428	PHYS/PDL letter to Publisher c/o Selvern, Mandelbaum & Mintz, LLP dated 02/04/05 and Copyright License Agreement on Behalf of IGA [Shady Records] (AFT-0062691-93)		402, 403, 901(a)
2429	PHYS/PDL letters to Publisher attn. annette Williams with Attached Schedule A dated 04/08/05 (AFT-0063331-32)		402, 403, 901(a)
2430	PHYS/PDL letters to Publisher attn. Debra MacCulloch & c/o Deidre O'Hara with Attached Schedule A dated 12/21/04 (AFT-0018975-80)		402, 403, 901(a)
2431	PHYS/PDL letters to Publisher attn. Joel Martin & attn. Debra MacCulloch with Attached Schedule A dated 12/21/04 (AFT-0018981-87)		402, 403, 901(a)
2432	PHYS/PDL letters to Publisher with Copyright License Agreement on Behalf of IGA [Aftermath] dated 06/02/05 (AFT-0063939-41)		402, 403, 901(a)
2433	Schedule A with song title "Crazy in Love" highlighted dated 12/21/04 (8M-00206-08)		106, 402, 403, 901(a)
2434	The Eminem Show (not purchased) confidential song list with The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 292 dated 06/21/02 (AFT-0061278-84)		402, 403, 901(a)
2435	The Eminem Show (not purchased) confidential song list with The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 292 dated 06/21/02 (AFT-0061285-91)		402, 403, 901(a)
2436	The Eminem Show (not purchased) confidential song list with The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 292 dated 06/21/02 (AFT-0061911-17)		402, 403, 901(a)
2437	The Eminem Show (not purchased) confidential song list with email chain from Carly Perry to Shawn Stewart & John Cosenza re Eminem/The Eminem Show (069 493 290 and 069 493 292)... dated 06/21/02 with The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 290 dated 06/21/02 (AFT-0061264-71)		402, 403, 602, 802, 901(a)
2438	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646700 dated 04/04/05 (AFT-0063819-21)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2439	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646700 dated 04/04/05 (AFT-0063890-91)		402, 403, 901(a)
2440	The Harry Fox Agency Inc. pending license request forms, record no. (CD)00602498646700 dated 03/08/05 & 12/21/04 and The Harry Fox Agency Inc. document dated 04/04/05 for the same record (AFT-0061651-59)		402, 403, 901(a)
2441	The Harry Fox Agency Inc. documents, record no. (CD) 069 490 292 08/31/05 (AFT-0062509-20)		402, 403, 901(a)
2442	The Harry Fox Agency Inc. license copy, record no. (CD) 069 493 512 dated 03/27/03 (AFT-0062920-21). Note the doc has written "Void replaced by HFA addendum HFA #103-044-0566."		402, 403, 901(a)
2443	The Harry Fox Agency Inc. license copy, record no. (CS)(CD)(LP) 069 493 290 dated 07/31/03 (AFT-0063523-25)		402, 403, 901(a)
2444	The Harry Fox Agency Inc. License Inquiry Detail, license# 1072298306 dated 05/19/09 (ENSIGN-0000058)		402, 403, 602
2445	The Harry Fox Agency Inc. License Inquiry Detail, license# 1081413665 dated 05/19/09 (ENSIGN-0000050)		402, 403, 602
2446	The Harry Fox Agency Inc. License Inquiry Detail, license# 1090685327 dated 05/19/09 (ENSIGN-0000042)		402, 403, 602
2447	The Harry Fox Agency Inc. License Inquiry Detail, license# 1011180419 dated 05/19/09 (ENSIGN-0000151)		402, 403, 602
2448	The Harry Fox Agency Inc. License Inquiry Detail, license# 1011183664 dated 05/19/09 (ENSIGN-0000136)		402, 403, 602
2449	The Harry Fox Agency Inc. License Inquiry Detail, license# 1011183667 dated 05/19/09 (ENSIGN-0000134)		402, 403, 602
2450	The Harry Fox Agency Inc. License Inquiry Detail, license# 1011183668 dated 05/19/09 (ENSIGN-0000133)		402, 403, 602
2451	The Harry Fox Agency Inc. License Inquiry Detail, license# 1011199564 dated 05/19/09 (ENSIGN-0000124)		402, 403, 602
2452	The Harry Fox Agency Inc. License Inquiry Detail, license# 1011200113 dated 05/19/09 (ENSIGN-0000111)		402, 403, 602
2453	The Harry Fox Agency Inc. License Inquiry Detail, license# 1011200115 dated 05/19/09 (ENSIGN-0000109)		402, 403, 602
2454	The Harry Fox Agency Inc. License Inquiry Detail, license# 1030259982 dated 05/19/09 (ENSIGN-0000100)		402, 403, 602
2455	The Harry Fox Agency Inc. License Inquiry Detail, license# 1030591275 dated 05/19/09 (ENSIGN-0000099)		402, 403, 602

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Exh No.	Description	Bates	Objections
2456	The Harry Fox Agency Inc. License Inquiry Detail, license# 1030789900 (explicit Version) dated 05/19/09 (ENSIGN-0000098)		402, 403, 602
2457	The Harry Fox Agency Inc. License Inquiry Detail, license# 1030789902 dated 05/19/09 (ENSIGN-0000097)		402, 403, 602
2458	The Harry Fox Agency Inc. License Inquiry Detail, license# 1030789907 (clean version) dated 05/19/09 (ENSIGN-0000096)		402, 403, 602
2459	The Harry Fox Agency Inc. License Inquiry Detail, license# 1030789908 dated 05/19/09 (ENSIGN-0000095)		402, 403, 602
2460	The Harry Fox Agency Inc. License Inquiry Detail, license# 1040699263 dated 05/19/09 (ENSIGN-0000094)		402, 403, 602
2461	The Harry Fox Agency Inc. License Inquiry Detail, license# 1040708803 dated 05/19/09 (ENSIGN-0000093)		402, 403, 602
2462	The Harry Fox Agency Inc. License Inquiry Detail, license# 1040711285 dated 05/19/09 (ENSIGN-0000092)		402, 403, 602
2463	The Harry Fox Agency Inc. License Inquiry Detail, license# 1050885433 dated 05/19/09 (ENSIGN-0000090)		402, 403, 602
2464	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060430482 dated 05/19/09 (ENSIGN-0000040)		402, 403, 602
2465	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060430493 dated 05/19/09 (ENSIGN-0000039)		402, 403, 602
2466	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060430496 dated 05/19/09 (ENSIGN-0000038)		402, 403, 602
2467	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060604755 dated 05/19/09 (ENSIGN-0000089)		402, 403, 602
2468	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060604757 dated 05/19/09 (ENSIGN-0000088)		402, 403, 602
2469	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060639226 dated 05/19/09 (ENSIGN-0000084)		402, 403, 602
2470	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060669708 dated 05/19/09 (ENSIGN-0000073)		402, 403, 602
2471	The Harry Fox Agency Inc. License Inquiry Detail, license# 10722297080 dated 05/19/09 (ENSIGN-0000070)		402, 403, 602
2472	The Harry Fox Agency Inc. License Inquiry Detail, license# 1072297537 dated 05/19/09 (ENSIGN-0000069)		402, 403, 602
2473	The Harry Fox Agency Inc. License Inquiry Detail, license# 1072298244 dated 05/19/09 (ENSIGN-0000059)		402, 403, 602
2474	The Harry Fox Agency Inc. License Inquiry Detail, license# 1072298759 dated 05/19/09 (ENSIGN-0000057)		402, 403, 602

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Exh No.	Description	Bates	Objections
2475	The Harry Fox Agency Inc. License Inquiry Detail, license# 1081332923 dated 05/19/09 (ENSIGN-0000056)		402, 403, 602
2476	The Harry Fox Agency Inc. License Inquiry Detail, license# 1081413596 dated 05/19/09 (ENSIGN-0000051)		402, 403, 602
2477	The Harry Fox Agency Inc. License Inquiry Detail, license# 1090685318 dated 05/19/09 (ENSIGN-0000046)		402, 403, 602
2478	The Harry Fox Agency Inc. License Inquiry Detail, license# 1090685321 dated 05/19/09 (ENSIGN-0000044)		402, 403, 602
2479	The Harry Fox Agency Inc. License Inquiry Detail, license# 1090685324 dated 05/19/09 (ENSIGN-0000043)		402, 403, 602
2480	The Harry Fox Agency Inc. license, record no. (CD) 00602498608357 dated 04/14/05 (AFT-0063261-62)		402, 403, 602
2481	The Harry Fox Agency Inc. licensee copy, configuration code: 12-12" vinyl (single) and record no. (12)B000383611 dated 03/30/05 (AFT-0061605-15)		106 (bates numbers marked are incomplete document), 402, 403, 901(a)
2482	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS) 069 493 290 dated 06/21/02 (AFT-0063532-33). Note the doc has written "Void replaced by HFA # 103-061-1769."		402, 403, 602
2483	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS) 069 493 292 dated 06/21/02 (AFT-0063536-37). Note the doc has written "Void replaced by HFA # 103-061-1590."		402, 403, 602
2484	The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (CS)00602498646939 (LP)00602498646748 dated 01/28/05 (AFT-0063842-44)		402, 403, 901(a)
2485	The Harry Fox Agency Inc. licensee copy, title "Evil Deeds" & record no. (CD)0060249846731 dated 01/28/05 (AFT-0063851-52)		402, 403, 901(a)
2486	The Harry Fox Agency Inc. licensee copy, title "Evil Deeds" & record no. (CD)00602498646700 dated 01/28/05 (AFT-0061427-30)		402, 403, 901(a)
2487	The Harry Fox Agency Inc. licensee copy, title "Evil Deeds" & record no. (CD)00602498646717 dated 01/28/05 (AFT-0063849-50)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2488	The Harry Fox Agency Inc. licensee copy, title "Evil Deeds" & record no. (CS)00602498646939 (LP)00602498646748 dated 01/28/05 (AFT-0063853-55)		402, 403, 901(a)
2489	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 539 dated 01/16/03 (AFT-0062796-97)		402, 403, 901(a)
2490	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS)(LP) 069 493 544 dated 01/16/03 (AFT-0062798-99)		402, 403, 901(a)
2491	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646717 dated 04/04/05 (AFT-0063828-30)		402, 403, 901(a)
2492	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498621615 (royalty rate) dated 10/11/05 (AFT-0062585-88)		402, 403, 901(a)
2493	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498621639 (royalty rate) dated 10/11/05 (AFT-0062581-84)		402, 403, 901(a)
2494	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646700 dated 01/28/05 (AFT-0063810-11)		402, 403, 901(a)
2495	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646700 dated 01/28/05 (AFT-0063880-81)		402, 403, 901(a)
2496	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646700 dated 01/28/05 (AFT-0063903-04)		402, 403, 901(a)
2497	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646717 dated 01/18/05 (AFT-0063869-70)		402, 403, 901(a)
2498	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646717 dated 01/28/05 (AFT-0063812-13)		402, 403, 901(a)
2499	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646717 dated 01/28/05 (AFT-0063878-79)		402, 403, 901(a)
2500	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646717 dated 01/28/05 (AFT-0063892-93)		402, 403, 901(a)
2501	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646717 dated 01/28/05 (AFT-0063905-06)		402, 403, 901(a)
2502	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 01/18/05 (AFT-0063871-72)		402, 403, 901(a)
2503	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 01/28/05 (AFT-0063814-15)		402, 403, 901(a)
2504	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 01/28/05 (AFT-0063882-83)		402, 403, 901(a)
2505	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 01/28/05 (AFT-0063894-95)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2506	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 01/28/05 (AFT-0063907-08)		402, 403, 901(a)
2507	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 04/04/05 (AFT-0063826-27)		402, 403, 901(a)
2508	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 12/21/04 (AFT-0063950-51)		402, 403, 901(a)
2509	The Harry Fox Agency Inc. licensee copy, record no. (CS)00602498646939 (LP)00602498646748 dated 01/28/05 (AFT-0063816-18)		402, 403, 901(a)
2510	The Harry Fox Agency Inc. licensee copy, record no. (CS)00602498646939 (LP)00602498646748 dated 01/28/05 (AFT-0063884-86)		402, 403, 901(a)
2511	The Harry Fox Agency Inc. licensee copy, record no. (CS)00602498646939 (LP)00602498646748 dated 01/28/05 (AFT-0063896-98)		402, 403, 901(a)
2512	The Harry Fox Agency Inc. licensee copy, record no. (CS)00602498646939 (LP)00602498646748 dated 01/28/05 (AFT-0063909-11)		402, 403, 901(a)
2513	The Harry Fox Agency Inc. licensee copy, record no. (CS)00602498646939 (LP)00602498646748 dated 04/04/05 (AFT-0063824-25)		402, 403, 901(a)
2514	The Harry Fox Agency Inc. licensee copy, record no. (LP)00602498621998 (CS)00602498624067 (CD)00602498621622 dated 10/11/05 (AFT-0062484-87)		402, 403, 901(a)
2515	The Harry Fox Agency Inc. licensee copy, record no. (LP)00602498621998 (CS)00602498624067 (CD)00602498621622 dated 12/23/04 (AFT-0062589-92)		402, 403, 901(a)
2516	The Harry Fox Agency Inc. licensee copy, record no. (12) 069 497 334 dated 08/07/02 (AFT-00640117-18)		402, 403, 901(a)
2517	The Harry Fox Agency Inc. licensee copy, record no. (12) 069 497 334 includes page 2 dated 08/07/02 (AFT-0064019-21)		402, 403, 901(a)
2518	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 490 291 dated 09/26/02. Note it has writtten "Void replaced by HFA# 103-086-6900" (AFT-0063550-51)		402, 403, 602, 901(a)
2519	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 490 292 dated 08/31/05 (AFT-0063563-64)		402, 403, 602, 901(a)
2520	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 490 292 dated 09/26/02. Note it has writtten "Void replaced by HFA# 103-086-6902" (AFT-0063554-55)		402, 403, 602, 901(a)
2521	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 06/02/08 (AFT-0062434-73)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2522	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 06/24/02 (AFT-0063519-20)		402, 403, 901(a)
2523	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 07/30/03 (AFT-0063500-02)		402, 403, 901(a)
2524	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 07/30/03 (AFT-0063529-31)		402, 403, 901(a)
2525	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 07/30/03 (AFT-0063624-26)		402, 403, 901(a)
2526	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 10/18/02 (AFT-0063559-60)		402, 403, 901(a)
2527	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 10/18/02. Note the document is redacted (AFT-0063599-600)		402, 403, 901(a)
2528	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 291 dated 12/03/03 (AFT-0063547-49)		402, 403, 901(a)
2529	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 292 dated 06/21/02 (AFT-0063517-18)		402, 403, 901(a)
2530	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 292 dated 07/30/03 (AFT-0063497-99)		402, 403, 901(a)
2531	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 292 dated 07/30/03 (AFT-0063526-28)		402, 403, 901(a)
2532	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 292 dated 07/30/03 (AFT-0063665-67)		402, 403, 901(a)
2533	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 292 dated 12/03/03 (AFT-0063541-43)		402, 403, 901(a)
2534	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 511 dated 01/14/03 (AFT-0062904-05)		402, 403, 901(a)
2535	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 511 dated 01/14/03 (AFT-0062906-07)		402, 403, 901(a)
2536	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 511 dated 03/27/03 (AFT-0062922). Note the doc has written "Void replaced w/ HFA addendum HFA #103-044-0568."		402, 403, 602, 901(a)
2537	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 511 dated 05/12/03 (AFT-0062912-13)		402, 403, 901(a)
2538	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 512 dated 01/14/03 (AFT-0062902-03)		402, 403, 901(a)
2539	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 512 dated 01/14/03 (AFT-0062908-09)		402, 403, 901(a)
2540	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 512 dated 05/12/03 (AFT-0062914-15)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2541	The Harry Fox Agency Inc. licensee copy, record no. (CD) 069 493 539 dated 08/12/03 (AFT-0062751-52)		402, 403, 901(a)
2542	The Harry Fox Agency Inc. licensee copy, record no. (CD) 5881 includes royalty rate dated 07/20/06 (AFT-0062325-60)		402, 403, 901(a)
2543	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS) 069 493 290 dated 06/21/02 (AFT-0063505-06). Note the doc has written "Void replaced by HFA #103-061-1587."		402, 403, 602, 901(a)
2544	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS) 069 493 290 dated 06/21/02 (AFT-0063509-10). Note the doc has written "Void replaced by revised HFA license with same # that corrects configurations."		402, 403, 602, 901(a)
2545	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS) 069 493 292 dated 06/21/02 (AFT-0063507-08). Note the doc has written "Void replaced by HFA #103-061-1588."		402, 403, 602, 901(a)
2546	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS)(LP) 069 493 290 dated 06/21/02 (AFT-0063515-16)		402, 403, 901(a)
2547	The Harry Fox Agency Inc. licensee copy, record no. (CD)(CS)(LP) 069 493 544 dated 08/12/03 (AFT-0062749-50)		402, 403, 901(a)
2548	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646700 dated 01/18/05 (AFT-0063867-68)		402, 403, 901(a)
2549	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646700 dated 01/28/05 (AFT-0063862-63)		402, 403, 901(a)
2550	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646717 dated 01/28/05 (AFT-0063860-61)		402, 403, 901(a)
2551	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498646731 dated 01/28/05 (AFT-0063858-59)		402, 403, 901(a)
2552	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 05/31/06 (AFT-0062305-14)		402, 403, 901(a)
2553	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 05/31/06 (AFT-0063076-80)		402, 403, 901(a)
2554	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 05/31/06 (AFT-0063083-84)		402, 403, 901(a)
2555	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 includes royalty rate dated 07/26/06 (AFT-0062362-97)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2556	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498878941 dated 05/04/06 (AFT-0063152-53)		402, 403, 901(a)
2557	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498878941 dated 05/04/06 (AFT-0063154-55)		402, 403, 901(a)
2558	The Harry Fox Agency Inc. licensee copy, record no. (CD)00602498878941 includes royalty rate dated 07/26/06 (AFT-0062398-433)		402, 403, 901(a)
2559	The Harry Fox Agency Inc. licensee copy, record no. (CD)5881 dated 04/25/06 (AFT-0061708-43)		402, 403, 901(a)
2560	The Harry Fox Agency Inc. licensee copy, record no. (CS) marking of "cd only" (CD) 069 493 291 dated 06/21/02 (AFT-0063503-04). Note the doc has written "Void replaced by HFA #103-061-1586."		402, 403, 602, 901(a)
2561	The Harry Fox Agency Inc. licensee copy, record no. (CS) marking of "cd only" (CD) 069 493 291 dated 06/24/02 (AFT-0063511-12). Note the doc has written "Void replaced by revised HFA license with same # that corrects configurations."		402, 403, 602, 901(a)
2562	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 290 dated 07/30/03 (AFT-0063641-43)		402, 403, 901(a)
2563	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 290 dated 07/30/03 (AFT-0063659-61)		402, 403, 901(a)
2564	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 290 dated 07/31/03 (AFT-0063650-52)		402, 403, 901(a)
2565	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 291 dated 07/30/03 (AFT-0063644-46)		402, 403, 901(a)
2566	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 291 dated 07/30/03 (AFT-0063653-55)		402, 403, 901(a)
2567	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 291 dated 07/30/03 (AFT-0063662-64)		402, 403, 901(a)
2568	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 292 dated 07/30/03 (AFT-0063647-49)		402, 403, 901(a)
2569	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD) 069 493 292 dated 07/30/03 (AFT-0063656-58)		402, 403, 901(a)
2570	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD)(LP) 069 493 290 dated 07/30/03 (AFT-0063494-96)		402, 403, 901(a)
2571	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD)(LP) 069 493 290 dated 07/30/03 (AFT-0063627-29)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2572	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD)(LP) 069 493 290 dated 12/03/03 (AFT-0063544-46)		402, 403, 901(a)
2573	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD)(LP) 069 493 508 dated 01/14/03 (AFT-0062910-11)		402, 403, 602, 901(a)
2574	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD)(LP) 069 493 508 dated 01/14/03 (AFT-0062900-01)		402, 403, 901(a)
2575	The Harry Fox Agency Inc. licensee copy, record no. (CS)(CD)(LP) 069 493 508 with License Request Entry dated 01/14/03 (AFT-0061977-78)		402, 403, 602, 901(a)
2576	The Harry Fox Agency Inc. licensee copy, record no. (CS)00602498646939, (LP)00602498646748 dated 01/28/05 (AFT-0063864-66)		402, 403, 901(a)
2577	The Harry Fox Agency Inc. licensee copy, record no. (LP)(CD)(CS) 069 493 290 dated 10/18/02 (AFT-0063561-62)		402, 403, 901(a)
2578	The Harry Fox Agency Inc. licensee copy, record no. (LP)(CD)(CS) 069 493 290 dated 10/18/02. Note the document is redacted (AFT-0063597-98)		402, 403, 901(a)
2579	The Harry Fox Agency Inc. licensee copy, record no. (LP)(CD)(CS) 069 493 508 dated 03/27/03 (AFT-0062918-19). Note the doc has written "Void replaced w/ HFA addendum HFA #103-044-0567."		402, 403, 602, 901(a)
2580	The Harry Fox Agency Inc. licensee copy, record no. (LP)(CD)(CS) 069 493 508 dated 05/12/03 (AFT-0062916-17)		402, 403, 901(a)
2581	The Harry Fox Agency Inc. licensee copy, record no. (LP)(CS)(CD) 069 493 290 dated 09/26/02. Note it has writtten "Void replaced by HFA# 103-086-6901" (AFT-0063552-53)		402, 403, 602, 901(a)
2582	The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (CD)00602498646700 dated 01/28/05 (AFT-0063833-34)		402, 403, 901(a)
2583	The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (CD)00602498646717 dated 01/28/05 (AFT-0063835-36)		402, 403, 901(a)
2584	The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (CD)00602498646731 dated 01/28/05 (AFT-0063837-39)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2585	The Harry Fox Agency Inc. licensee copy, title "Encore" & record no. (CD)ATM37502 dated 11/08/05 (AFT-0061698-707)		402, 403, 901(a)
2586	The Harry Fox Agency Inc. licensee copy, title "Evil Deeds" & record no. (CD)00602498646700 dated 01/28/05 (AFT-0063847-48)		402, 403, 901(a)
2587	The Harry Fox Agency Inc. licensee copy, title "Got Some Teeth" & record no. (CD)00602498607558, (LP)00602498608364 dated 12/23/04 (AFT-0063250-51)		402, 403, 901(a)
2588	The Harry Fox Agency Inc. licensee copy, title "Got Some Teeth" & record no. (CD)00602498608357 dated 12/23/04 (AFT-0063252-53)		402, 403, 901(a)
2589	The Harry Fox Agency Inc. licensee copy, title "Like Toy Soldiers" record no. (LP)00602498646748 (CS)00602498646939 dated 01/18/05 (AFT-0063873-75)		402, 403, 901(a)
2590	The Harry Fox Agency Inc. pending license request form, record no. (CD) 00602498607558 (LP) 00602498608364 dated 03/01/05 with The Harry Fox Agency Inc. document dated 04/14/05 for the same records (AFT-0062280-91)		402, 403, 901(a)
2591	The Harry Fox Agency Inc. pending license request form, record no. (CD) 00602498608357 dated 03/01/05 with The Harry Fox Agency Inc. document dated 04/14/05 for the same record (AFT-0062295-304)		402, 403, 901(a)
2592	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD) 069 490 292 dated 06/25/02 (AFT-0062508)		402, 403, 901(a)
2593	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD) 069 493 511 dated 01/04/03 with License Request Entry dated 01/14/03 and The Harry Fox Agency Inc. license copy dated 01/14/03 for the same record (AFT-0062000-18)		402, 403, 901(a)
2594	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD) 069 493 512 with License Request Entry dated 01/04/03 and The Harry Fox Agency Inc. license copy dated 01/14/03 for the same record (AFT-0062019-35)		402, 403, 901(a)
2595	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD) 069 493 545 dated 09/19/03 and The Harry Fox Agency Inc document dated 09/25/03 for the same record (AFT-0061419-26)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2596	The Harry Fox Agency Inc. pending license request form, record no. (CD) USIR10300026 dated 08/20/03 with License/License Request Summary dated 07/01/08 (AFT-0058451-53)		402, 403, 901(a)
2597	The Harry Fox Agency Inc. pending license request form, record no. (CD) USIR10300026 dated 08/20/03 with License/License Request Summary dated 07/01/08 (AFT-0058454-56)		402, 403, 901(a)
2598	The Harry Fox Agency Inc. pending license request form, record no. (CD) USIR10300027 dated 09/27/03 with License/License Request Summary dated 07/01/08 (AFT-0058448-50)		402, 403, 901(a)
2599	The Harry Fox Agency Inc. pending license request form, record no. (CD) USIR10312050 dated 12/00/04 with License/License Request Summary, configuration Digital Permanent Download (DPD)(album) dated 07/02/08 (AFT-0058507-09)		402, 403, 901(a)
2600	The Harry Fox Agency Inc. pending license request form, record no. (CD) USIR10312051 dated 00/00/00 with License/License Request Summary, configuration Digital Permanent Download (DPD)(album) dated 07/02/08 (AFT-0062275-77)		402, 403, 901(a)
2601	The Harry Fox Agency Inc. pending license request form, record no. (CD)(CS)(LP) 069 493 544 dated 06/25/03 with Mechanical License Request dated 05/13/03 (AFT-0061404-08)		402, 403, 901(a)
2602	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646700 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061438-44)		402, 403, 901(a)
2603	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646700 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061445-51)		402, 403, 901(a)
2604	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646700 dated 12/21/04 and The Harry Fox Agency Inc. document dated 01/28/05 for the same record (AFT-0061431-37)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2605	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646717 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061452-58)		402, 403, 901(a)
2606	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646717 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061459-65)		402, 403, 901(a)
2607	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646717 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061483-89)		402, 403, 901(a)
2608	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646717 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061490-96)		402, 403, 901(a)
2609	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646731 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061466-70)		402, 403, 901(a)
2610	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646731 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061471-77)		402, 403, 901(a)
2611	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646731 dated 12/21/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same record (AFT-0061497-503)		402, 403, 901(a)
2612	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498646731 dated 12/21/04 and The Harry Fox Agency Inc. document dated 01/28/05 for the same record (AFT-0061504-10)		402, 403, 901(a)
2613	The Harry Fox Agency Inc. Pending License Request form, record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 04/27/06 and email chains from Rene Merideth & Steve Perlman to Leo Ferrante re Eminem-Curtain Call dated 03/16/06 (AFT-0062497-99)		402, 403, 602, 802, 901(a)

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Exh No.	Description	Bates	Objections
2614	The Harry Fox Agency Inc. Pending License Request form, record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 04/27/06 and email chains from Rene Merideth & Steve Perlman to Leo Ferrante re Eminem-Curtain Call dated 03/16/06 with The Harry Fox Agency Inc. document referencing the above record numbers dated 05/31/06 (AFT-0061744-72)		402, 403, 901(a)
2615	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498878941 dated 04/23/06; email chains from Rene Merideth & Steve Perlman to Leo Ferrante re Eminem-Curtain Call dated 03/16/06 (AFT-0062494-96)		402, 403, 602,802, 901(a)
2616	The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498878941 dated 04/23/06; email chains from Rene Merideth & Steve Perlman to Leo Ferrante re Eminem-Curtain Call dated 03/16/06; The Harry Fox Agency Inc., record no. (CD)00602498878941 dated 05/31/06; The Harry Fox Agency Inc. Pending License Request Form, record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958; The Harry Fox Agency Inc., record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 05/31/06 (AFT-0061773-87)		402, 403, 602,802, 901(a)
2617	The Harry Fox Agency Inc. Pending License Request Form, record no. (CS)00602498646939, (LP)00602498646748 dated 12/22/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same records (AFT-0061478-82)		402, 403, 901(a)
2618	The Harry Fox Agency Inc. Pending License Request Form, record no. (CS)00602498646939, (LP)00602498646748 dated 12/22/04 and The Harry Fox Agency Inc document dated 01/28/05 for the same records (AFT-0061511-17)		402, 403, 901(a)
2619	The Harry Fox Agency Inc. Pending License Request Form, record no. (CS)00602498646939, (LP)00602498646748 dated 12/22/04 and The Harry Fox Agency Inc. document dated 01/28/05 for the same records (AFT-0061518-24)		402, 403, 901(a)
2620	The Harry Fox Agency Inc. Pending License Request Form, record no. (CS)00602498646939, (LP)00602498646748 dated 12/24/04 (AFT-0061409)		402, 403, 901(a)
2621	The Harry Fox Agency Inc. record no. (CD) 00602498607558 (LP) 00602498608364 dated 12/21/04 (AFT-0058484)		402, 403, 901(a)
2622	The Harry Fox Agency Inc. record no. (CD) 00602498607558 (LP) 00602498608364 dated 12/23/04 (AFT-0058487-88)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2623	The Harry Fox Agency Inc. record no. (CD) 00602498608357 dated 12/21/04 (AFT-0058479)		402, 403, 901(a)
2624	The Harry Fox Agency Inc. record no. (CD) 00602498608357 dated 12/23/04 (AFT-0058482-83)		402, 403, 901(a)
2625	The Harry Fox Agency Inc. record no. (CD) 069 490 291 dated 09/26/02 (AFT-0063466-67)		402, 403, 901(a)
2626	The Harry Fox Agency Inc. record no. (CD) 069 493 291 dated 08/11/03 (AFT-0063483-85)		402, 403, 901(a)
2627	The Harry Fox Agency Inc. record no. (CD) 069 493 292 dated 08/11/03 (AFT-0063480-82)		402, 403, 901(a)
2628	The Harry Fox Agency Inc. record no. (CD) 069 493 292 dated 09/26/02 (AFT-0063468-69)		402, 403, 901(a)
2629	The Harry Fox Agency Inc. record no. (CD) USIR10312074 dated 12/21/04 (AFT-0058476)		402, 403, 901(a)
2630	The Harry Fox Agency Inc. record no. (CD) USIR10312075 dated 12/21/04 (AFT-0058473)		402, 403, 901(a)
2631	The Harry Fox Agency Inc. record no. (CD) USIR10312557 dated 02/04/04 (AFT-0058489)		402, 403, 901(a)
2632	The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 290 dated 06/21/02 (AFT-0063488-89). Note the doc has written "Void replaced by HFA #103-062-5413."		402, 403, 602, 901(a)
2633	The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 292 dated 06/21/02 (AFT-0063486-87). Note the doc has written "Void replaced by HFA #103-062-5412."		402, 403, 602, 901(a)
2634	The Harry Fox Agency Inc. record no. (CD)(CS) 069 493 292 dated 06/21/02 (AFT-0063513-14). Note the doc has written "Void replaced by revised HFA license with same # that corrects configurations."		402, 403, 602, 901(a)
2635	The Harry Fox Agency Inc. record no. (CD)(CS)(LP) 069 493 290 dated 09/26/02 (AFT-0063470-71)		402, 403, 602, 901(a)
2636	The Harry Fox Agency Inc. record no. (CS) marking of "cd only" (CD) 069 493 291 dated 06/21/02 (AFT-0063490-91). Note the doc has written "Void replaced by HFA #103-062-5414."		402, 403, 602, 901(a)
2637	The Harry Fox Agency Inc. record no. (CS) marking of "cd only" (CD) 069 493 291 dated 06/24/02 (AFT-0063534-35). Note the doc has written "Void replaced by HFA #103-061-1589."		402, 403, 602, 901(a)
2638	The Harry Fox Agency Inc. record no. (CS)(CD) 069 493 290 dated 08/11/03 (AFT-0063638-40)		402, 403, 901(a)

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Exh No.	Description	Bates	Objections
2639	The Harry Fox Agency Inc. record no. (CS)(CD) 069 493 291 dated 08/11/03 (AFT-0063632-34)		402, 403, 901(a)
2640	The Harry Fox Agency Inc. record no. (CS)(CD) 069 493 292 dated 08/11/03 (AFT-0063635-37)		402, 403, 901(a)
2641	The Harry Fox Agency Inc. record no. (CS)(CD)(LP) 069 493 290 dated 08/11/03 (AFT-0063477-79)		402, 403, 901(a)
2642	The Harry Fox Agency Inc. record no. (CS)(CD)(LP) 069 493 290 dated 08/11/03 and email chain from Gerald Grannis to paul Deleon re Eminem - The Eminem Show (069 490 290 / 069 490 292 / 069 490) dated 08/22/03 (AFT-0061387-94)		402, 403, 602, 802, 901(a)
2643	The Harry Fox Agency Inc. song title "Got Some Teeth" dated 03/18/04 (AFT-0058490)		402, 403, 602, 802, 901(a)
2644	The Harry Fox Agency Inc., record no. (CS)00602498646939 (LP)00602498646748 dated 01/28/05 (AFT-0061525-30)		402, 403, 901(a)
2645	The Harry Fox Agency Inc., record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 05/18/06 (AFT-0062500-05)		402, 403, 901(a)
2646	The Harry Fox Agency Inc., record no. (CD)00602498878934, (LP)00602498878965, (CS)00602498878958 dated 05/31/06 (AFT-0063071-72)		402, 403, 901(a)
2647	The Harry Fox Agency Inc., record no. (CD)00602498878941 dated 05/31/06 (AFT-0062315-24)		402, 403, 901(a)
2648	The Harry Fox Agency Inc., record no. (CD)00602498878941 dated 05/31/06 (AFT-0063073-75)		402, 403, 901(a)
2649	The Harry Fox Agency Inc., record no. (CD)00602498878941 includes page 2 dated 05/31/06 (AFT-0063085-87)		402, 403, 901(a)
2650	The Harry Fox Agency Inc., record no. (CD)00602498878941 dated 05/18/06 (AFT-0062478-83)		402, 403, 901(a)
2651	The Harry Fox Agency Inc., record no. (CS)(CD)(LP) 069 493 508 with licensee copy dated 01/14/03 (AFT-0061986-99)		402, 403, 901(a)
2652	The Harry Fox Agency Inc., record no. (LP)INT2-90287, (CS)INTC-90287, (CD)INTD-90287 dated 05/26/99 (AFT-0061255-58)		402, 403, 901(a)
2653	The Harry Fox Agency Inc. License Inquiry Detail, license# 1060668336 dated 05/19/09 (ENSIGN-0000077)		402, 403, 602
2654	Email with attached Splits between Theodor Sedlmayr and Todd Douglas dated 11/13/05 regarding The Massacre (AFT-0062875 - 877)		602, 802, 901(a)

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Exh No.	Description	Bates	Objections
2655	Controlled composition provision excerpt from recording agreement between Marshall B. Mathers p/k/a Eminem and Aftermath Records dated July 2, 2003 (AFT-0064012 - 14)		106
2656	Controlled composition provision excerpt from recording agreement between Shady Records, Inc. and D12 dated December 1999 (AFT-0063916-0063923)		106
2657	Controlled composition provision excerpt from amendment to recording agreement between Shady Records, Inc. and D12 dated September 2, 2002 (AFT-0063924-0063927)		106, 402, 403, 602, 901(a)
2658	Controlled composition provision excerpt from recording agreement between Shady Records, Inc. and Obie Trice III dated May 24, 2001 (AFT-0063928)		106
2659	Email with attached License Instruction Sheet for The Real Slim Shady dated 10/2/00 (AFT-0018988 - 993)		402, 403, 802, 901(a)
2660	Email with attached License Instruction Sheet for The Marshall Mathers LP dated 6/22/00 (AFT-0018995 - 9003)		402, 403, 901(a)
2661	Email with attached License Instruction Sheet for The Marshall Mathers LP dated 6/28/00 (AFT-0019005 - 9013)		402, 403, 901(a)
2662	Email with attached License Instruction Sheet for The Marshall Mathers LP dated 6/22/00 (AFT-0019015 - 9024)		402, 403, 901(a)
2663	Email with attached License Instruction Sheet for The Marshall Mathers LP dated 6/8/00 (AFT-0019026 - 9037)		402, 403, 901(a)
2664	Email with attached License Instruction Sheet for The Marshall Mathers LP dated 9/18/00 (AFT-0019039 - 9044)		402, 403, 901(a)
2665	Email with attached License Instruction Sheet for The Marshall Mathers LP dated 6/22/00 (AFT-0019046 - 9052)		402, 403, 901(a)
2666	Email with attached License Instruction Sheet for The Real Slim Shady dated 9/29/00 (AFT-0019053 - 58)		402, 403, 901(a)
2667	Email with attached License Instruction Sheet for The Real Slim Shady dated 9/29/00 (AFT-0019060 - 65)		402, 403, 901(a)
2668	Email with attached License Instruction Sheet for The Real Slim Shady dated 9/29/00 (AFT-0019067 - 72)		402, 403, 901(a)
2669	Email with attached License Instruction Sheet for Encore dated 4/7/05 (AFT-0019083 - 95)		402, 403, 802, 901(a)
2670	Email with attached License Instruction Sheet for Encore dated 3/24/05 (AFT-0019143 - 158)		402, 403, 802, 901(a)
2671	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 12/24/02 (AFT-0019166 - 186)		402, 403, 802, 901(a)
2672	Email with attached License Instruction Sheet for The Real Slim Shady dated 8/28/02 (AFT-0019188 - 193)		402, 403, 802, 901(a)

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Exh No.	Description	Bates	Objections
2673	Email with attached License Instruction Sheet for The Eminem Show dated 5/23/02 (AFT-0019195 - 206)		402, 403, 802, 901(a)
2674	Email with attached License Instruction Sheet for The Eminem Show dated 6/18/02 (AFT-0019208 - 218)		402, 403, 802, 901(a)
2675	Email with attached License Instruction Sheet for The Eminem Show dated 3/31/03 (AFT-0019220 - 229)		402, 403, 901(a)
2676	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 1/8/03 (AFT-0019231 - 250)		402, 403, 802, 901(a)
2677	Email with attached License Instruction Sheet for The Eminem Show dated 3/26/03 (AFT-0019252 - 266)		402, 403, 802, 901(a)
2678	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 3/3/03 (AFT-0019268 - 276)		402, 403, 802, 901(a)
2679	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 3/14/03 (AFT-0019278 - 293)		402, 403, 802, 901(a)
2680	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 1/8/03 (AFT-0019295 - 314)		402, 403, 802, 901(a)
2681	Email with attached License Instruction Sheet for The Eminem Show dated 3/26/03 (AFT-0019316 - 330)		402, 403, 802, 901(a)
2682	Email with attached License Instruction Sheet for The Eminem Show dated 6/18/02 (AFT-0019332 - 342)		402, 403, 802, 901(a)
2683	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 2/27/03 (AFT-0019344 - 352)		402, 403, 802, 901(a)
2684	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 3/3/03 (AFT-0019354 - 362)		402, 403, 901(a)
2685	Email with attached License Instruction Sheet for Encore dated 12/16/04 (AFT-0019364 - 379)		402, 403, 901(a)
2686	Email with attached License Instruction Sheet for Encore dated 12/8/04 (AFT-0019381 - 396)		402, 403, 802, 901(a)
2687	Email with attached License Instruction Sheet for The Eminem Show dated 8/22/03 (AFT-0019400 - 414)		402, 403, 802, 901(a)
2688	Email with attached License Instruction Sheet for Encore dated 12/16/04 (AFT-0019416 - 431)		402, 403, 802, 901(a)
2689	Email with attached License Instruction Sheet for Encore dated 12/16/04 (AFT-0019433 - 448)		402, 403, 802, 901(a)
2690	Email with attached License Instruction Sheet for Encore dated 1/18/05 (AFT-0019450 - 458)		402, 403, 901(a)
2691	Email with attached License Instruction Sheet for The Marshall Mathers LP, The Eminem Show, and The Slim Shady dated 1/14/05 (AFT-0019459 - 498)		402, 403, 802, 901(a)
2692	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 1/6/03 (AFT-0019499 - 519)		402, 403, 802, 901(a)

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Exh No.	Description	Bates	Objections
2693	Email with attached License Instruction Sheet for 8 Mile Soundtrack dated 1/8/03 (AFT-0019521 - 540)		402, 403, 802, 901(a)
2694	Email with attached License Instruction Sheet for The Eminem Show dated 6/27/02 (AFT-0019542 - 552)		402, 403, 901(a)
2695	Email with attached License Instruction Sheet for Encore dated 12/8/04 (AFT-0019567 - 585)		402, 403, 901(a)
2696	Fax with attached License Instruction Sheet for The Real Slim Shady dated 10/4/00 (AFT-0055992 - 994)		402, 403, 901(a)
2697	Letter from Glenn Pomerantz to Mark Levinsohn dated 8/26/08 regarding Lose Yourself		
2698	UMG Notice of Intention to Obtain a Compulsory License dated 8/14/08		
2699	Draft mobile terms (AFT-0000509)		602
2700	Email from Rand Hoffman to Gary Stiffelman et al. dated 9/15/04 regarding mobile (AFT-0001071 - 72)		602, 802
2701	Email from Rand Hoffman to Joel Martin et al. dated 12/15/04 regarding mobile (AFT-0019885 - 886)		602, 802
2702	Email from Rand Hoffman to Joel Martin et al. dated 12/19/04 regarding mobile (AFT-0019868 - 870)		602, 802
2703	Email between Rob Cohen, Alan Skiena, Rand Hoffman et al. dated 6/15/05 regarding mobile (AFT-0019997 - 20001)		602, 802
2704	Music Reports, Inc. check to Music Resources, Inc. dated 6/5/09 (MRI-001 - 2)		402, 403
2705	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 5/26/09 (MRI-003 - 4)		402, 403
2706	Universal Music Group check and monthly statement to Kobalt dated 9/18/08 (MRI-0046 - 48)		
2707	Universal Music Group Notice of Intention to Obtain a Compulsory License dated 8/14/08 (MRI-0049 - 51)		
2708	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 5/18/09 (MRI-0052 - 53)		402, 403
2709	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 5/13/09 (MRI-0054 - 55)		402, 403
2710	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 5/11/09 (MRI-0056 - 57)		402, 403
2711	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 4/15/09 (MRI-0058 - 59)		402, 403
2712	Letter with enclosed Notice of Intention to Obtain a Compulsory License from Music Reports to Music Resources dated 3/30/09 (MRI-0060 - 62)		402, 403

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al., USDC Case No. 2:07-CV-13164
Defendants' Exhibit List

Exh No.	Description	Bates	Objections
2713	Letter with enclosed Notice of Intention to Obtain a Compulsory License from Music Reports to Music Resources dated 3/5/09 (MRI-0063 - 65)		402, 403
2714	Letter with enclosed Notice of Intention to Obtain a Compulsory License from Music Reports to Music Resources dated 3/5/09 (MRI-0066 - 68)		402, 403
2715	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 3/11/09 (MRI-0069 - 70)		402, 403
2716	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 3/11/09 (MRI-0071 - 72)		402, 403
2717	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 3/11/09 (MRI-0073 - 74)		402, 403
2718	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 3/11/09 (MRI-0075 - 76)		402, 403
2719	Letter with enclosed Notice of Intention to Obtain a Compulsory License from CMH Reports to Music Resources dated 5/11/09 (MRI-0077 - 80)		402, 403
2720	Email from Ryland Hale to Nancie Stern dated 5/12/09 (MRI-0081)		402, 403
2721	Notice of Intent and Application for Mechanical License from Sony Music to Jaceff Music dated 4/30/09 (MRI-0082 - 83)		402, 403
2722	Email between Bradley Haerling and Nancie Stern dated 5/7/09 (MRI-0084 - 85)		402, 403
2723	Phone message and email license request from Priddis Music to Nancie Stern dated 5/28/08 (MRI-0086 - 88)		402, 403
2724	License Request by The Orchard to Eight Mile Style dated 6/22/09 (MRI-0089 - 97)		402, 403
2725	License Request by The Orchard to Resto World Music dated 5/8/09 (MRI-0098 - 106)		402, 403
2726	License Request by The Orchard to Eight Mile Style dated 5/8/09 (MRI-00107 - 115)		402, 403
2727	License Request by The Orchard to Eight Mile Style dated 3/27/09 (MRI-00116 - 124)		402, 403
2728	License Request by The Orchard to Eight Mile Style dated 1/26/09 (MRI-00125 - 132)		402, 403
2729	License Request by The Orchard to Eight Mile Style dated 11/21/08 (MRI-00133 - 141)		402, 403
2730	License Request by The Orchard to Eight Mile Style dated 11/21/08 (MRI-00142 - 150)		402, 403
2731	License Request by The Orchard to Eight Mile Style dated 8/29/08 (MRI-00151 - 163)		402, 403

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al., USDC Case No. 2:07-CV-13164
Defendants' Exhibit List

Exh No.	Description	Bates	Objections
2732	License Request by The Orchard to Eight Mile Style dated 10/10/08 (MRI-00164 - 172)		402, 403
2733	License Request by The Orchard to Eight Mile Style dated 10/31/08 (MRI-00173 - 181)		402, 403
2734	License Request by The Orchard to Eight Mile Style dated 4/17/09 (MRI-00182 - 190)		402, 403
2735	License Request by The Orchard to Nueve Music dated 4/27/09 (MRI-00191 - 199)		402, 403
2736	License Request by Dynamix to Resto World Music dated 3/14/08 (MRI-00200)		402, 403
2737	Multimusic Inc. Notice of Intention to Obtain a Compulsory License (MRI-00201 - 202)		402, 403
2738	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 12/15/08 (MRI-00203 - 206)		402, 403
2739	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 11/15/08 (MRI-00207 - 214)		402, 403
2740	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 10/3/08 (MRI-00215 - 216)		402, 403
2741	Advisory to HFA Publishers regarding la la media, inc. (MRI-00217 - 226)		402, 403
2742	Music Reports, Inc. Notice of Intention to Obtain a Compulsory License dated 11/7/08 (MRI-00227 - 232)		402, 403
2743	Amended Final Judgment in <i>F.B.T. v. Aftermath</i> entered 7/8/09		402, 403
2744	Declaration of Richard Busch and accompanying Exhibit K filed in <i>F.B.T. Productions, LLC et al. v. Aftermath Records et al.</i> , Case No. CV-07-03314 (PSG) (C.D. Cal.) on 9/30/08		402, 403
2745	Second Amended Complaint in <i>F.B.T. Productions, Inc. et al. v. Aftermath Records et al.</i> , Case No. CV-07-03314 (PSG) (C.D. Cal.)		402, 403
2746	Publisher Royalty Statements for Account # UC101911 (AFT-0053894 - 895)		
2747	Publisher Royalty Statements for Account # UC101913 (AFT-0053896 - 897)		
2748	Publisher Royalty Statements for Account # UC101912 (AFT-0053898 - 899)		
2749	Publisher Royalty Statements for Account # UC101714 (AFT-0053900 - 901)		
2750	Publisher Royalty Statements for Account # UC101999 (AFT-0053902 - 903)		

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al., USDC Case No. 2:07-CV-13164
Defendants' Exhibit List

Exh No.	Description	Bates	Objections
2751	Publisher Royalty Statements for Account # UC101998 (AFT-0053904 - 907)		
2752	Publisher Royalty Statements for Account # 10075360 (AFT-0053908 - 929)		
2753	Publisher Royalty Statements for Account # 10092160 (AFT-0053930 - 944)		
2754	Publisher Royalty Statements for Account # 10126660 (AFT-0053975 - 986)		
2755	Publisher Royalty Statements for Account # 10119260 (AFT-0053945 - 974)		
2756	Publisher Royalty Statements for Account # 10126860 (AFT-0053987 - 990)		
2757	Publisher Royalty Statements for Account # 10129860 (AFT-0053991 - 4008)		
2758	Publisher Royalty Statements for Account # UC101684 (AFT-0054009 - 14)		
2759	Publisher Royalty Statements for Account # UC101791 (AFT-0054015 - 22)		
2760	Publisher Royalty Statements for Account # UC101792 (AFT-0054023 - 28)		
2761	Publisher Royalty Statements for Account # UC101793 (AFT-0054029 - 31)		
2762	Publisher Royalty Statements for Account # UC101874 (AFT-0054032 - 43)		
2763	Publisher Royalty Statements for Account # UC101970 (AFT-0054044 - 49)		
2764	Publisher Royalty Statements for Account # UC101995 (AFT-0054050 - 53)		
2765	Publisher Royalty Statements for Account # UI010017 (AFT-0054054 - 57)		
2766	Publisher Royalty Statements for Account # UI010029 (AFT-0054058 - 59)		
2767	Publisher Royalty Statements for Account # UI010030 (AFT-0054060 - 63)		
2768	Publisher Royalty Statements for Account # UC102126 (AFT-0054064 - 73)		
2769	Publisher Royalty Statements for Account # 20300044 (AFT-0054074 - 77)		
2770	Publisher Royalty Statements for Account # 2030P001 (AFT-0054080 - 81)		

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al., USDC Case No. 2:07-CV-13164
Defendants' Exhibit List

Exh No.	Description	Bates	Objections
2771	Publisher Royalty Statements for Account # 2180P014 (AFT-0054082)		
2772	Publisher Royalty Statements for Account # 2180P014 (AFT-0054083)		
2773	All additional publishing royalty statements up to date of trial		Fed. R. Civ. P. 37
2774	Official Album Credits for The Eminem Show (AFT-064085 - 89)		602
2775	Fax letter from Tim Hernandez to Joel Martin dated 5/11/00 (AFT-064090)		602, 802
2776	Facsimile from Kirk Matsui to Dana Trvnicek dated 5/6/02 containing label copy request for The Eminem Show (AFT-0063778 - 781)		402, 403, 602, 901(a)
2777	Facsimile from Joel Martin/Sarah to Todd Douglas dated 5/7/02 with attached Song Breakdown for The Eminem Show (AFT-0055328 - 330)		402, 403, 901(a)
2778	Notice and Direction to Third Parties by Music Resources, Inc. dated 10/17/07 (AFT-0059304 - 338)		402, 403
2779	Email between Gary Stiffelman, Douglas Mark, et al. dated 3/5/04 (PAT-000065 - 66)		402, 403, 602, 802, 901(a)
2780	Digital Music and Video Download Sales Agreement between Apple and Sony BMG dated 4/28/06 (APP-00000072 - 114)		402, 403, 602, 901(a)
2781	Administration Agreement between Music Resources, Inc. and Eight Mile et al. dated 10/17/07 (8M-001043 - 1050)		
2782	Documents identified in the Rebuttal Expert Report of John Hansen dated 8/19/09		402, 403, 602
2783	Email between Todd Douglas, Theo Sedlmayr and Lena Kasambalides dated 12/2/02 (AFT-0062993)		106, 402, 403, 802, 901(a)
2784	Sample iPod portable digital media players		402, 403
2785	Webcapture depicting the shopping experience at the iTunes Store		402, 403
2786	Summary of excerpted relevant provisions (controlled composition clauses and relevant definitions) from applicable recording agreements		Fed. R. Civ. P. 37, 802
2787	Summary chart of compositions at issue and corresponding grants of rights		Fed. R. Civ. P. 37, 802
2788	Summary chart of compositions depicting Eight Mile Style's percentage share of each		Fed. R. Civ. P. 37, 802

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 Defendants' Exhibit List

Exh No.	Description	Bates	Objections
2789	Email exchange between Penny Castle and Scott Renfroe and others re: "Cheers" label copy (AFT-0063378-0063381)		402,403,602, 802,901(a)
2790	Email exchange between Rene Meredith, Todd Douglas and others re: "Encore" (AFT-0064010-11)		406,402,403, 602,802,901(a)
2791	June 12, 2000 letter from Music of Windswept re: "The Real Slim Shady" (AFT-0064023)		402,403,602, 802, 901(a)
2792	June 29 2000 letter from Bug Music re: "The Real Slim Shady" (AFT-0064024)		402,403,602, 802,901(a)
2793	CD/DVD containing video of all Apple "Silhouette" advertisements		402, 403, 602
2794	Exclusive Artist Agreement between Land of Fun, Inc. and Mr. Waverly Walter Alford dated August 14, 2001 (FBT 664-667)		402, 403
2795	Agreement between FBT-Martin Affiliated LLC and Mr. Waverly Walter Alford dated May 29, 2003 (FBT 668-673)		402, 403

Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al.
USDC E.D. Michigan
Case No. 2:07-CV-13164

Plaintiffs' Deposition Designations

Blair, Patricia

Plaintiffs' Initial Designations	Defendants' Objections	Defendants' Counter Designations	Plaintiffs' Objections
14:4-16:11	FRE 402; FRE 403	15:22-16:2	
18:25-21:18		16:18-21	
21:23-22:15			
24:2-6	FRE 402; FRE 403; Hearsay		
25:3-23	FRE 402; FRE 403; Hearsay	27:17-29:1, 29:15-20	FRE 402, 403
30:5-32:2	Vague/Ambiguous; Foundation; FRE 402		
32:7-14	Foundation; FRE 402		
32:16-33:8	Foundation; FRE 402	35:17-20	FRE 402, 403
36:3-9	FRE 402		
36:24-37:17	FRE 402; Hearsay	38:6-13	Rebuttal designation: 38:14-18
41:14-42:1			
42:23-43:3			
43:16-46:12	FRE 402; Foundation; Hearsay	46:13-15	
46:18-19			
46:21-47:24	Foundation; Hearsay	47:25-48:3	FRE 402
48:4-13, 17-22	Vague/Ambiguous; Foundation		
49:4-12, 14-23	Foundation; Vague/Ambiguous; Compound		
50:2-7, 9	Hearsay; Foundation; Argumentative		
50:11-52:8	Hearsay; Foundation; Argumentative		
52:22-53:11			
54:19-22			
55:3-6, 16-18, 22-24			
56:2-58:1	Vague/Ambiguous; Foundation; FRE 402		
58:7-10, 12-24	Vague/Ambiguous; Foundation; Hearsay		

59:25-60:1			
60:4-62:10	Foundation; Best evidence		
62:14-63:4	Vague/Ambiguous; Misstates testimony; Foundation		
63:11-14			
64:1-3, 8-10, 13-23	Best evidence; Misstates testimony; Foundation; Vague/Ambiguous; Speculation		
64:25-65:9	Foundation; Misstates testimony; Speculation		
65:17-18			
65:20-66:2	Foundation; Speculation		
66:7-18	Foundation; Speculation; Vague/Ambiguous		
67:2-6, 10-13, 20-25	Foundation; Speculation; Vague/Ambiguous		
68:3-8, 12-23	Foundation; Vague/Ambiguous; Argumentative		
69:3-7			
71:17-72:8	Foundation; Compound; Hearsay; Vague/Ambiguous		
72:14-21			
72:25-73:1			
73:3-6			
73:13-75:7			

Cue, Eddy

Plaintiffs' Initial Designations	Defendants' Objections	Defendants' Counter Designations	Plaintiffs' Objections
12:16-18			
19:6-23:18			
23:25-24:22			
28:19-24			
29:4			
41:23-42:14	FRE 402, FRE 403		
42:16	FRE 402, FRE 403		
45:3-12	FRE 402, FRE 403		
45:17-46:4	FRE 402; FRE 403; Improper opinion; Legal conclusion; Foundation		
46:9-15	FRE 402; FRE 403;		

	Improper opinion; Legal conclusion; Foundation		
50:16-18			
51:16-22		52:1-9	
53:3-12	Foundation; Vague/Ambiguous		
53:23-55:16	55:15-16: Legal conclusion; Improper opinion		
55:20-21, 24-25	Foundation; Legal conclusion		
56:2-21	56:19: Asked/Answered; Foundation; Legal conclusion		
56:25-57:7	57:5: Asked/Answered; Foundation; Legal conclusion		
57:11-12	Foundation; Legal conclusion	57:13-58:14	FRE 402
60:6-10, 15	Compound; Asked/Answered; Legal conclusion		
60:20-61:14	Foundation; Legal conclusion		
61:19-23	Foundation; Legal conclusion		
62:3	Foundation; Legal conclusion	62:4-63:9	FRE 402, FRE 403, foundation
92:7-93:1	Foundation; Vague/Ambiguous; Legal conclusion		
93:7	FRE 402; Legal conclusion; Foundation; Vague/Ambiguous		
94:7-95:10	FRE 402; Legal conclusion		
95:13-24	Foundation; Legal conclusion	95:25-96:4	FRE 402, FRE 403, legal conclusion
96:8-11, 16-21	Foundation; Legal conclusion		
96:25-97:5	Foundation; Legal conclusion; Asked/Answered; Argumentative		
97:10-25	Foundation; Legal conclusion; Asked/Answered	98:21-22; 99:3-6	FRE 402, FRE 403, legal conclusion

101:24-25			
102:3-22	Foundation		
103:2-20	Foundation; Legal conclusion; Improper opinion		
103:25-104:2	Foundation; Legal conclusion; Improper opinion		
104:9-13		104:19-25	FRE 402, FRE 403, foundation
105:1-4, 8-21	FRE 402; FRE 403; Legal conclusion; Improper opinion		
111:10-15	FRE 402; FRE 403; Foundation		
111:19-112:12	FRE 402; FRE 403; Foundation; FRE 106		
112:15-16		112:18-24; 113:23-114:5; 117:2-9	Foundation
128:25-129:4	Foundation; FRE 402; FRE 403; Legal conclusion; Improper opinion		
129:10-22	Foundation; FRE 402; FRE 403; Legal conclusion; Improper opinion		
147:13-20	Foundation; Legal conclusion; Improper opinion	147:25-148:1	
148:8-12, 17-19	Asked/Answered		
148:23-149:12	Legal conclusion; Foundation		
149:15-17	Legal conclusion; Foundation		
149:21-150:2	Legal conclusion; Foundation		
158:20-159:15			
159:20-160:3			
160:7-10, 22-23			
161:5-17			
162:7-10			
162:12-163:16			
164:18-165:15			
166:13-19, 23-	FRE 402; FRE 403		

25			
167:10-24	FRE 402; FRE 403; Foundation		
168:7			
177:4-178:25			
179:4-23			
190:1-9			

Douglas, Todd

Plaintiffs' Initial Designations	Defendants' Objections	Defendants' Counter Designations	Plaintiffs' Objections
10:25-15:3			
15:6-16:17			
17:12-17			
18:7-19:19			
20:1-20			
21:2-7, 14-20			
21:23-22:18			
23:5-24:3			
24:9-25:6		25:24-26:4	FRE 402, FRE 403, foundation
26:5-21			
27:2-30:15	FRE 402; Vague/Ambiguous; Foundation; Speculation		
30:19-34:17	Misstates testimony		
34:22-35:18			
39:20-40:3	Foundation; Speculation		
40:10-14		40:15-16, 19-22	Foundation
40:23-41:3	Misstates record; Foundation; Speculation		
41:8-9, 20-25			
42:2-43:4			
43:15-44:25	Assumes facts; Foundation; Speculation		
45:12-46:11			
46:14-16			
46:18-48:18		49:2-13	FRE 402
52:4-21	Foundation; Misstates record	50:2-9	FRE 402, FRE 403, nonresponsive answer
52:24-53:1			
53:3-15	Asked/Answered; Vague/Ambiguous		

53:19-54:16		54:17-20, 23-24	Asked and Answered
55:2-3, 7	Asked/Answered; Argumentative		
55:10-56:2	Asked/Answered; Argumentative		
56:5-57:3	Misstates testimony		
57:7-9			
58:20-60:7			
60:15-63:2			
63:16-67:11		67:12-68:9	FRE 402, FRE 403, Nonresponsive/un- intelligible answer
68:19-69:11			
71:1-7, 11-20			
72:3-20			
76:10-22			
77:13-79:23			
81:6-85:10			
86:12-89:24			
90:4-23	Misstates testimony; Argumentative		
91:1-6		91:7-13, 16-25, 92:1-21	FRE 402, asked and answered
94:2-95:3			
95:5-18	Vague/Ambiguous; Foundation		
95:24-96:6	Vague/Ambiguous; Foundation	96:8-10	
96:11-97:18			
100:11-22		101:9-19	FRE 402, 403, Nonresponsive
103:25-104:18			
107:25-108:5	Vague/Ambiguous; Compound		
108:11-109:1			

Eisler, Fred

Plaintiffs' Initial Designations	Defendants' Objections	Defendants' Counter Designations	Plaintiffs' Objections
7:12-23			
11:22-16:20			
17:8-19:9	FRE 402; FRE 403		
22:23-23:12	FRE 402; FRE 403		

23:24-24:8	FRE 402; FRE 403		
24:13-14	FRE 402; FRE 403		
24:22-25:21	FRE 402; FRE 403	26:15-25	
27:10-18			
27:22-28:12			
28:20-29:4			
30:25-33:16	Foundation		
33:21-34:5	Foundation		
34:9-25			
39:17-22	Foundation; FRE 402; FRE 403		
39:25-40:1	FRE 402; FRE 403		
40:3-22	FRE 402; FRE 403		
41:16-43:1	Foundation; FRE 402; FRE 403		
43:5-7, 11-15	Foundation; FRE 402; FRE 403		
45:20-46:7	Foundation; FRE 402; FRE 403		
46:10-13	Foundation; FRE 402; FRE 403		
47:8-14	Foundation; FRE 402; FRE 403	47:22-48:8	
48:9-49:2	Foundation; FRE 402; FRE 403		
52:7-53:24			
57:5-25		58:3-6	
58:7-9			
60:15-24		60:25-61:20	FRE 402, nonresponsive/un- intelligible answer
61:22-62:1		62:4	
62:6-13, 16			

Ferrante, Leo

Plaintiffs' Initial Designations	Defendants' Objections	Defendants' Counter Designations	Plaintiffs' Objections
4:21-24			
8:4-12:24			
13:2-14:5		14:6-7	FRE 402
14:8-16:7			
23:17-24:3	FRE 402; FRE 403	24:16-23	
25:21-25			

26:2-4		26:25-27:7, 27:13-18	FRE 402, FRE 403 Non-responsive
27:22-28:12	Argumentative; Compound; Misstates testimony; Hearsay		
28:25			
29:2-8	Hearsay		
32: 20-25	Misstates testimony		
33:5-16	Misstates testimony		
34:16-17	Misstates testimony		
35:6-36:6			
44:13-25			
45:2-16			
47:18-20, 24- 25			
48:2-25			
49:2-13		50:20-51:2, 51:8-23	FRE 402, FRE 403, Non-responsive answer
52:3-10, 24-25			
53:2-15			
55:13-16	Misstates testimony; Compound		
56:10-23			
57:2-18	Assumes facts; Vague/Ambiguous		
57:23-58:8			
58:15-22	Assumes facts; Vague/Ambiguous		
59:2-18, 22-25	Assumes facts; Vague/Ambiguous		
60:5, 14-25	Privileged	60:6-9	Unanswered question.
63:3-4, 8-12, 20-21	Vague/Ambiguous; Foundation; FRE 402		
64:19-25			
65:2-6, 10-16	Vague/Ambiguous; Foundation; FRE 402		
66:2-7	Vague/Ambiguous; Foundation		
73:5-9	Hearsay; Misstates testimony; FRE 403		
74:22-25			
75:2-19	Vague/Ambiguous; Compound; Assumes facts		
76:4-8, 12-19, 23-25	Vague/Ambiguous; Misstates testimony		

77:2		77:3-6, 14-78:3	FRE 402, FRE 403, asked and answered
78:7-11, 15			
79:14-17			
79:21-80:11			
80:18-25			
81:2-10, 15-17		81:18-25	
82:25			
83:2-8, 16			
90:19-21			
91:4-92:12			
93:21-24			
94:22-25			
95:5-23			
96:2-25			
97:2-6, 10-22	Foundation		
98:2		98:5-8, 13-25, 99:1-6	Asked and answered.
99:7-11			
99:14-100:24	Misstates record; FRE 403		
101:5-15			
101:17-102:9		102:22-103:13, 103:16-18, 103:21-24, 104:3-5, 104:7- 11	Asked and answered

Gary, Chad

Plaintiffs' Initial Designations	Defendants' Objections	Defendants' Counter Designations	Plaintiffs' Objections
10:8-10			
13:19-17:25			
18:6-25:3			
25:12-26:10			
28:18-29:18			
30:23-31:15			
31:25-32:4	Vague/Ambiguous		
32:6-34:3			
34:22-35:10			
35:23-36:6	Foundation; Legal conclusion		
36:10-37:1			
37:6-38:19	Vague/Ambiguous		

38:24-39:3			
39:10-22			
40:9-22			
41:3-6, 10-15			
41:18-42:5			
47:16-22			
48:3-11			
48:23-49:17			
50:16-19	Foundation; Compound; Legal conclusion		
50:25-60:1			
53:19-54:2			
55:21-56:4			
57:13-21			
58:4-59:12		59:15-19	
59:20-61:20			
62:2-4, 9-12, 15-16	Foundation; Legal conclusion		
68:7-70:1	Foundation; Assumes facts		
70:22-71:25	Foundation; Speculation		
72:6-73:1			
73:24-74:5			
75:3-11, 15, 21-25	Vague/Ambiguous	75:14	
76:7-9, 24-25	Foundation; Vague/Ambiguous		
77:3-5			
77:22-78:8	Assumes facts; Foundation; Incomplete hypothetical		
78:11			
79:11-16, 23- 25			
80:5-11, 16-23	Vague/Ambiguous	80:3-4	Asked and answered
81:1			
81:20-85:5			
86:20-24	Foundation; Speculation		
87:1-20	Assumes facts		
88:2-25	Foundation; Legal conclusion		
89:4-90:22	Foundation; Speculation		
91:3-19		91:20-21	
91:22-92:7			
95:9-101:6			
101:15-17			

102:4-7			
102:10-104:6			
105:10-109:8			
109:18-111:18			
117:20-25	Vague/Ambiguous; Foundation		
118:3-23			
119:2-120:12	Vague/Ambiguous; Assumes facts		
120:15, 19-20	Vague/Ambiguous; Assumes facts; Foundation		
121:12-19	Vague/Ambiguous		
121:25-122:9	Vague/Ambiguous		
122:12-123:3	Vague/Ambiguous; Foundation		
123:8-25	Vague/Ambiguous		
124:2			
124:4-125:18			
125:23-127:7			
127:10, 16-23			
128:17-24	Assumes facts; Legal conclusion		
129:1-19			
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Eight Mile Style, LLC et al. v. Apple Computer, Inc. et al.
USDC E.D. Michigan
Case No. 2:07-CV-13164

Defendants' Deposition Designations

CUE, EDDY

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DOUGLAS, TODD

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NIEVES, MARNIE

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