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### UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

EIGHT MILE STYLE, LLC and MARTIN AFFILIATED, LLC

Plaintiffs,

vs.

Case No. 2:07-cv-13164 Hon. Anna Diggs Taylor

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

#### Defendants.

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# STIPULATION REMOVING CONFIDENTIAL EXHIBIT 4 FROM THE DOCKET [D/E #13] AND PLACING EXHIBIT UNDER SEAL

The parties hereto stipulate as follows:

1. Plaintiffs Eight Mile Style and Martin Affiliated LLC filed their memorandum in opposition to defendants' motion to transfer venue on Tuesday, October 9, 2007. Attached as Exhibit 4 to plaintiffs' memorandum in opposition is a partially redacted copy of an agreement between Eight Mile Style and Martin Affiliated LLC on the one hand, and Interscope Records (an affiliate of defendant Aftermath Records d/b/a Aftermath Entertainment) on the other

(hereinafter, the Mastertone Agreement). The Mastertone Agreement contains a confidentiality provision.

- 2. Aftermath and Interscope have requested that the unredacted portions of the Mastertone Agreement which are Exhibit 4 be placed under seal, and that the copy of Exhibit 4 previously placed into the publicly accessible docket be removed from the same.
  - 3. Plaintiffs consent to this request.
- 4. Plaintiffs and defendant Aftermath further agree that if any of the terms and conditions of the Mastertone Agreement are submitted with the reply in support of the motion to transfer venue, these parties will stipulate that those portions of the Mastertone Agreement may be filed under seal, subject to the approval of the Court.
- 5. Plaintiffs and defendant Aftermath therefore request that the Court place the unreducted portions of the Mastertone Agreement which are Exhibit 4 under seal, and that the copy of Exhibit 4 previously placed into the publicly accessible docket be removed from the same.

s/ with consent of Richard S. Busch

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## ORDER REMOVING CONFIDENTIAL EXHIBIT 4 FROM THE DOCKET [D/E #13] AND PLACING EXHIBIT UNDER SEAL

At a session of the Court held on October 17, 2007

The Court having read the parties' stipulation;

IT IS HEREBY ORDERED that:

- The Clerk of the Court shall place the unredacted portion of the Mastertone A. Agreement which is Exhibit 4 to plaintiffs' memorandum in opposition to motion to transfer venue under seal forthwith.
  - B. Exhibit 4 shall remain under seal until further order of the Court.

DATED: October 17, 2007

s/Anna Diggs Taylor

ANNA DIGGS TAYLOR UNITED STATES DISTRICT JUDGE

#### **CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order was served upon counsel of record via the Court's ECF System to their respective email addresses or First Class U.S. mail disclosed on the Notice of Electronic Filing on October 17, 2007.

> s/Johnetta M. Curry-Williams Case Manager