

**DECLARATION OF RICHARD S. BUSCH IN SUPPORT OF PLAINTIFFS'
MOTION TO EXCLUDE LATE PRODUCED DOCUMENTS**

**EXHIBIT 1-C: Defendant Aftermath's Responses to
Plaintiffs' First Set of Requests for Production of Documents**

Case No. 2:07-cv-13164: Eight Mile Style, LLC, et al. v. Apple Computer Inc., et al.

KING & BALLOW

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

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.

**AFTERMATH RECORDS' RESPONSES AND OBJECTIONS TO PLAINTIFFS' FIRST
SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

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PROPOUNDING PARTY: Plaintiffs Eight Mile Style, LLC and
Martin Affiliated, LLC

RESPONDING PARTY: Defendant Aftermath Records d/b/a Aftermath
Entertainment

SET NO. One (1)

the Federal Rules of Civil Procedure. Any privilege log that Aftermath prepares will be completed in accordance with the requirements of the Federal Rules.

31. Aftermath objects to Instruction Paragraph 4 as unduly burdensome and not required by the Federal Rules or Local Rules of this District. Aftermath is under no obligation to, and will not, identify which particular request or requests any documents Aftermath produces may be responsive to.

32. Aftermath reserves the right to supplement or modify its responses and objections to the Requests.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Each and every document that in any way refers to, relates to, or pertains to, or that you relied on or reviewed in preparing each and every allegation contained in your Answer and affirmative defenses.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define “relates to, or pertains to,” “relied on or reviewed,” and “preparing.” Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs’ possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath will produce non-privileged documents in Aftermath’s possession, custody or control that refer

or relate specifically to any of the factual matters pleaded by Aftermath in its Answer and affirmative defenses.

REQUEST FOR PRODUCTION NO. 2:

Each and every document that in any way refers to, relates to, or pertains to your answers and responses to Plaintiffs' First Set of Interrogatories, including all documents that you relied on or reviewed in preparing your answers thereto.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "relates to, or pertains to," "relied on or reviewed," and "preparing." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath will produce non-privileged documents in Aftermath's possession, custody or control that refer or relate specifically to any of the factual matters set forth by Aftermath in its responses to Plaintiffs' First Set of Interrogatories, and/or which were relied upon in preparing Aftermath's responses to Plaintiffs' First Set of Interrogatories

REQUEST FOR PRODUCTION NO. 3:

Each and every document in your custody, possession, or control that was obtained from Plaintiffs, Eminem, or any third party that in any way relates to, refers to, or pertains to, the reproduction, distribution, or sale of the Eminem Compositions through Apple's iTunes Store.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "any third party," "relates to," "pertains to," or "reproduction, distribution, or sale." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath will produce UMG's agreements with Apple for Universal Sound Recordings; non-privileged documents that refer to or discuss those provisions in the March 9, 1998 and 2003 Agreements referred to in this litigation as the "Controlled Composition clauses"; and the royalty statements from UMG and/or Aftermath to Plaintiffs that reflect payments made to, and received by, Plaintiffs, on account of the sale through Apple's iTunes of the sound recordings that Plaintiffs allege embody the Eminem Compositions at issue in the Complaint.

REQUEST FOR PRODUCTION NO. 4:

Each and every document that relates to the reproduction, distribution, performance, and/or sale of sound recordings of the Eminem Compositions in any digital form including but not limited to interactive and non-interactive streaming transmissions, permanent and conditional downloads, mastertones and ringtones.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define “relates to,” “reproduction, distribution, performance, and/or sale,” and “digital form including but not limited to interactive and non-interactive streaming transmissions, permanent and conditional downloads, mastertones and ringtones.” Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs’ possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that, to the extent this Request seeks any documents other than those relating directly to the sale through Apple’s iTunes Store of downloads of sound recordings alleged by Plaintiffs to embody the Eminem Compositions, the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production No. 3.

REQUEST FOR PRODUCTION NO. 5:

Each and every internal or external communication that relates to, refers to, or pertains to, the reproduction, distribution, or sale of the Eminem Compositions that form the subject matter of this lawsuit in any digital form including but not limited to interactive and non-interactive streaming transmissions, permanent and conditional downloads, mastertones and ringtones.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "relates to," "pertains to," "reproduction, distribution, or sale," "and "digital form including but not limited to interactive and non-interactive streaming transmissions, permanent and conditional downloads, mastertones and ringtones." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that, to the extent this Request seeks any documents other than those relating directly to the sale through Apple's iTunes Store of downloads of sound recordings

alleged by Plaintiffs to embody the Eminem Compositions, the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production No. 3. Aftermath also will produce non-privileged documents that constitute, refer to or discuss the Mastertone Agreement.

REQUEST FOR PRODUCTION NO. 6:

Each and every license, contract, or agreement for whatever purpose, that have been entered into or issued by you and/or executed by any party thereto concerning the Eminem Compositions, for any purpose, including but not limited to the reproduction, distribution, or sale of sound recordings of the Eminem Compositions for digital download, streaming, mastertones, and ringtones.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "license, contract, or agreement," "entered into or issued by you and/or executed by any party thereto," and "reproduction, distribution, or sale." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or

control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that, to the extent this Request seeks any documents other than those relating directly to the sale through Apple's iTunes Store of downloads of sound recordings alleged by Plaintiffs to embody the Eminem Compositions, the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production Nos. 3 and 5.

REQUEST FOR PRODUCTION NO. 7:

Copies of each and every license request received relating to the reproduction, distribution, performance, and sale of sound recordings of the Eminem Compositions in digital format.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "license request," "received," "relating to," "reproduction, distribution, performance, and sale," and "digital format." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent

the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that the phrase "license request received" is unintelligible and that the Request does not appear to seek, or to be reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

REQUEST FOR PRODUCTION NO. 8:

Any and all written communications concerning the Eminem Compositions, including any and all communication between you and any other of the Defendants in this action and/or any other third party.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "concerning." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that, to the extent this Request seeks any documents other than those relating directly to the sale through Apple's iTunes Store of downloads of sound recordings alleged by Plaintiffs to embody the

Eminem Compositions, the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production Nos. 3 and 5.

REQUEST FOR PRODUCTION NO. 9:

Each and every document or communication between Apple and UMG relating to, referring to, or pertaining to the reproduction, distribution, and sale of the Eminem Compositions to end users Apple's iTunes Store.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "relating to," "pertaining to," and "reproduction, distribution, and sale." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production No. 3.

REQUEST FOR PRODUCTION NO. 10:

Each and every document, communication, license, or agreement that you allege gives Apple the authority to reproduce, distribute, and sell sound recordings of the Eminem Compositions to end users through digital downloads from Apple's iTunes Store.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "license," "agreement," "allege," "authority," and "reproduce, distribute, and sell." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production No. 3.

REQUEST FOR PRODUCTION NO. 11:

Each and every document, communication, license, or agreement that you allege gives UMG, Interscope, and/or Aftermath the authority to license or otherwise authorize Apple to reproduce, distribute, and sell sound recordings of the Eminem Compositions to end users through digital downloads from Apple's iTunes Store.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "license," "agreement," "allege," "authority," and "reproduce, distribute, and sell." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production No. 3.

REQUEST FOR PRODUCTION NO. 12:

Each and every document or communication that refers to, relates to, or pertains to the negotiation and formation of the March 9, 1998 Agreement, the 2003 Agreement, or any other agreement or license concerning the Eminem Compositions.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define "relates to," "pertains to," "negotiation," "formation," "agreement," "license," or "concerning." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath's response to Request for Production No. 3.

REQUEST FOR PRODUCTION NO. 13:

Each and every document that demonstrates, shows or otherwise indicates the date(s) that copies of sound recordings of the Eminem Compositions were made for any purpose, including

but not limited to interactive and non-interactive streaming transmissions, permanent and conditional downloads, mastertones and ringtones.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms “demonstrates,” “shows,” or “indicates.” Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs’ possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that, to the extent this Request seeks any documents other than those relating directly to the sale through Apple’s iTunes Store of downloads of sound recordings alleged by Plaintiffs to embody the Eminem Compositions, the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath’s response to Request for Production No. 3.

information beyond that authorized concerning disclosed experts under Rule 26 of the Federal Rules of Civil Procedure. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material.

REQUEST FOR PRODUCTION NO. 22:

Each and every mechanical license for the reproduction of the Eminem Compositions pursuant to the requirements of the U.S. Copyright Act.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms “mechanical license” and “pursuant to the requirements of the U.S. Copyright Act.” Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs’ possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that this Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

REQUEST FOR PRODUCTION NO. 23:

Copies of any and all requests from Apple and UMG to the Plaintiffs to issue or execute licenses for the mechanical reproduction of the Eminem Compositions, or any of them.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms "requests," "issue or execute," and "licenses for the mechanical reproduction." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs' possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that this Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

REQUEST FOR PRODUCTION NO. 24:

Copies of any and all licenses between Plaintiffs and Apple or UMG executed by Plaintiffs for the mechanical reproduction of the Eminem Compositions, or any of them.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms

“licenses,” executed by,” and “mechanical reproduction.” Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent the requested documents are already in Plaintiffs’ possession, custody, or control. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that, to the extent this Request seeks any documents other than those relating directly to the sale through Apple’s iTunes Store of downloads of sound recordings alleged by Plaintiffs to embody the Eminem Compositions, the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

Subject to and without waiving the foregoing General and Specific Objections, Aftermath refers Plaintiffs to the documents referenced in Aftermath’s response to Request for Production No. 3.

REQUEST FOR PRODUCTION NO. 25:

Copies of any and all “Notices of Intention to Obtain a Compulsory License for Making and Distributing Phonorecords” under 17 U.S.C. § 115 received by you.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms “Notices of Intention to Obtain a Compulsory License for Making and Distributing

Phonorecords' under 17 U.S.C. § 115" and "received." Aftermath further objects to this Request as overly broad and unduly burdensome, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects to this Request on the ground that the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

REQUEST FOR PRODUCTION NO. 26:

Copies of any and all mechanical licenses between Apple and any third party.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms "mechanical licenses" and "third party." Aftermath further objects to this Request as overly broad and unduly burdensome. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects to this Request on the ground that the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation. Aftermath further objects that this Request expressly seeks documents that, if they exist at all,

would be in the possession, custody or control of someone other than Aftermath, and that this Request is not properly directed to Aftermath.

REQUEST FOR PRODUCTION NO. 27:

Beginning one year prior to the date of the first Eminem agreement and continuing every year thereafter (at least one for each year), the standard language from the basic form recording agreement predominantly being used among UMG's labels with respect to the so-called Controlled Compositions provisions, the definitions of the terms "record" and "new medium."

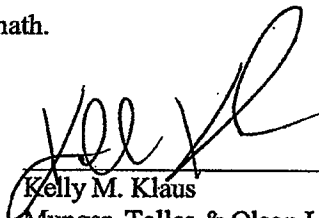
RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms "standard language," "basic form recording agreement," and "predominantly being used." Aftermath further objects to this Request as overly broad, unduly burdensome, and incomprehensible. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects to this Request on the ground that the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation.

REQUEST FOR PRODUCTION NO. 28:

Any and all communications between Apple and the Recording Industry Association of America (RIAA) concerning whether the labels would indemnify Apple on this issue.

RESPONSE: Aftermath incorporates its General Objections. Aftermath specifically objects to this Request as vague and ambiguous, particularly in its failure to define the terms "concerning," "the labels," "indemnify," and "this issue." Aftermath further objects to this Request as overly broad, unduly burdensome, and incomprehensible. Aftermath further objects to this Request to the extent it calls for information protected by the attorney-client privilege and work product doctrine, including without limitation any joint privilege relating to the same. Aftermath further objects to this Request to the extent it seeks documents that contain any confidential, proprietary, trade secret information, and/or competitively sensitive material. Aftermath further objects that the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in this litigation. Aftermath further objects that this Request expressly seeks documents that, if they exist at all, would be in the possession, custody or control of someone other than Aftermath, and that this Request is not properly directed to Aftermath.

DATED: March 20, 2008



Kelly M. Klaus
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Attorneys for Defendants

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I, the undersigned, declare: that I am employed in the aforesaid County; I am over the age of 18 and not a party to the within action; my business address is 355 South Grand Avenue, Thirty-Fifth Floor, Los Angeles, California 90071-1560.

On March 20, 2008, I served upon the interested party(ies) in this action the foregoing document(s) described as:

**AFTERMATH RECORDS' RESPONSES AND OBJECTIONS
TO PLAINTIFFS' FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

- By placing the original a true copy thereof enclosed in sealed envelope(s) addressed as stated on the attached service list.
- BY MAIL (AS INDICATED ON THE ATTACHED SERVICE LIST)** I caused such envelope(s) to be deposited with postage thereon fully prepaid in the United States mail at a facility regularly maintained by the United States Postal Service at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation dated or postage meter date is more than one day after dated of deposit for mailing, pursuant to this affidavit.
- BY FEDERAL EXPRESS PRIORITY OVERNIGHT DELIVERY (AS INDICATED ON ATTACHED SERVICE LIST)** I caused such envelope(s) to be placed for Federal Express collection and delivery at Los Angeles, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for Federal Express mailing. Under that practice it would be deposited with the Federal Express office on that same day with instructions for overnight delivery, fully prepaid, at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the Federal Express delivery date is more than one day after dated of deposit with the local Federal Express office, pursuant to this affidavit.
- BY FACSIMILE (AS INDICATED ON ATTACHED SERVICE LIST)** By sending a copy of said document by facsimile machine for instantaneous transmittal via telephone line.
- (STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- (FEDERAL)** I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

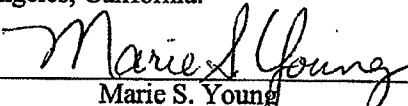
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Attorneys for Plaintiffs

Via Mail

Executed on March 20, 2008, at Los Angeles, California.



Marie S. Young