

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

**EXHIBIT 1-E: Defendant Aftermath's Supplemental
Responses to Interrogatories and Requests for Production of
Documents**

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

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

KING & BALLOW
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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' SUPPLEMENTAL RESPONSES AND OBJECTIONS TO
PLAINTIFFS' FIRST SET OF INTERROGATORIES (NO. 18) AND TO PLAINTIFFS'
FIRST SET OF REQUESTS FOR PRODUCTION (NO. 6)**

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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)

29. Aftermath objects to Instruction Paragraph 2 in the Requests as overly broad, unduly burdensome, incomprehensible and impossible to comply with. Aftermath is under no obligation to, and will not, provide the log requested in the Instruction.

30. Aftermath objects to Instruction Paragraph 3 in the Requests to the extent it purports to impose any obligation for Aftermath to prepare a privilege log, if any, in excess of the requirements of 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 in the Requests 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 objects to Instruction Paragraph 3 in the Interrogatories as vague, ambiguous, unduly burdensome and beyond the requirements of the Federal Rules or the Local Rules of this District. Aftermath is under no obligation to, and will not, explain why an answer is incomplete, provide a best estimate or judgment, provide available information that comes closest to providing the requested information, or identify other sources of information that might contain the requested information.

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

SUPPLEMENTAL RESPONSE TO PLAINTIFFS' INTERROGATORY NUMBER 18:

INTERROGATORY NO. 18:

Identify all musical copyright owners and administrators who have entered into agreements directly with you for the reproduction, distribution, transmission, synchronization, or public performance of musical compositions, and the identity of all payees under such agreements.

RESPONSE: Aftermath incorporates its General Objections above. Aftermath specifically objects to this Interrogatory 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 Interrogatory as vague and ambiguous, particularly in its failure to define “musical copyright owners,” “administrators,” “reproduction,” “distribution,” “transmission,” “synchronization,” “public performance,” and “payees.” Aftermath further objects to this Interrogatory as overly broad and unduly burdensome. Aftermath further objects to this Interrogatory to the extent the information requested is within the possession, custody or control of Plaintiffs. Aftermath further objects to the Interrogatory to the extent it seeks information that is 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.

SUPPLEMENTAL RESPONSE: Plaintiffs have reformulated this Interrogatory (and corresponding Request for Production) as: “[S]tate in writing by no later than July 3, 2008 as to whether Aftermath has in its possession, custody or control any license, contract or agreement with any third party that Aftermath may contend gives it the right (or the right to authorize others) to make available for permanent download sound recordings embodying the compositions at issue in this case. If Aftermath states that it has such documents, Aftermath has agreed that it will produce such documents promptly following its written response on July 3, 2008.” *See* Order Granting in Part and Denying in Part Plaintiffs’ Motion to Compel Further Responses, filed on June 25, 2008 at ¶ 2(b). Aftermath incorporates all of its General and Specific objections stated above. Subject to and without waiver of those General and Specific objections, Aftermath responds as follows: Aftermath has in its possession, custody or control licenses, contracts or agreements with third parties that Aftermath may contend give it the right

(or the right to authorize others) to make available for permanent download sound recordings embodying the compositions at issue in this case.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

NUMBER 6

REQUEST FOR PRODUCTION NO. 1:

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

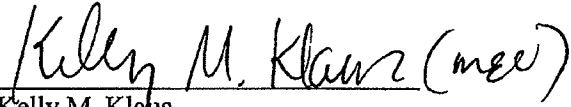
relating directly to the sale through Apple's iTunes Store of downloads of sound recordings alleged by Plaintiffs to embody the Eminem Compositions, the Request does not seek, and it is not reasonably calculated to lead to the discovery of, any information that is relevant to the claims or defenses in 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.

SUPPLEMENTAL RESPONSE: Plaintiffs have reformulated this Interrogatory (and corresponding Request for Production) as: "[S]tate in writing by no later than July 3, 2008 as to whether Aftermath has in its possession, custody or control any license, contract or agreement with any third party that Aftermath may contend gives it the right (or the right to authorize others) to make available for permanent download sound recordings embodying the compositions at issue in this case. If Aftermath states that it has such documents, Aftermath has agreed that it will produce such documents promptly following its written response on July 3, 2008." See Order Granting in Part and Denying in Part Plaintiffs' Motion to Compel Further Responses, filed on June 25, 2008 at ¶ 2(b). Aftermath incorporates all of its General and Specific objections stated above. Subject to and without waiver of those General and Specific objections, Aftermath responds as follows: Following this written response, Aftermath will produce any licenses, contracts, or agreements with any third party that Aftermath may contend give it the right (or the right to authorize others) to make available for permanent download sound recordings embodying the compositions at issue in this case. This production will begin promptly and will be completed on a rolling basis, as documents are collected, reviewed and

processed. Documents produced will be sufficiently redacted, as necessary, to protect the interests of the subject third-parties and any sensitive information not necessary or relevant to the resolution of this dispute.

DATED: July 3, 2008



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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 July 3, 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.

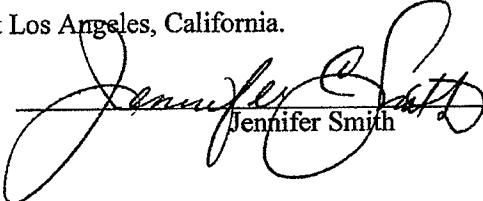
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Executed on July 3, 2008, at Los Angeles, California.


Jennifer Smith