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8 Attorneys for Jackson Browne

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

13 JACKSON BROWNE, an individual

14 Plaintiff,

15 vs.

16 JOHN MCCAIN, an individual; THE  
17 REPUBLICAN NATIONAL  
18 COMMITTEE, a non-profit political  
19 organization; THE OHIO  
20 REPUBLICAN PARTY; a non-profit  
21 political organization

19 Defendants.

CASE NO. CV 08-05334 RGK (Ex)

**DECLARATION OF JONATHAN  
NOYES IN SUPPORT OF THE  
CONSOLIDATED OPPOSITION  
OF PLAINTIFF TO SPECIAL  
MOTIONS TO STRIKE UNDER  
C.C.P. § 425.16 FILED BY  
DEFENDANTS; AND MOTION TO  
DISMISS PURSUANT TO FRCP  
12(b)(2), (3) & (6); OR TRANSFER  
PURSUANT TO §§ 28 U.S.C. 1404(a)  
& 1406(a)**

[Consolidated Opposition Of Plaintiff  
To Special Motions To Strike Under  
C.C.P. § 425.16 Filed By Defendants;  
Consolidated Opposition of Plaintiff To  
Motions to Dismiss Pursuant to FRCP  
12(b)(6) Filed by Defendants;  
Opposition of Plaintiff To Motion to  
Dismiss Filed by Ohio Republican  
Party; Declaration of Donald Miller;  
Evidentiary Objections; and Notice of  
Lodging submitted concurrently  
herewith]

Hon. R. Gary Klausner  
Date Filed: August 14, 2008

DECLARATION OF JONATHAN NOYES

I, Jonathon Noyes, declare as follows:

1. I am a paralegal at the law firm of Kinsella Weitzman Iser Kump & Aldisert LLP, attorneys of record for plaintiff Jackson Browne. I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and if called as a witness, I could and would competently testify thereto.

2. In approximately August 2008, I obtained a copy of the advertisement which is the subject of this litigation from [www.huffingtonpost.com](http://www.huffingtonpost.com). At that time, the Huffington Post was streaming the advertisement along with an article discussing its content.

3. On January 6, 2009, I created an account on youtube.com which is a prerequisite to posting video content on the website. In order to create such an account, I was required to read YouTube's terms of service and acknowledge my agreement to these terms by clicking a box. I read YouTube's terms of service, including paragraph 14 (requiring all users of youtube.com to submit to the jurisdiction of California courts). Attached hereto as Exhibit A are true and correct images from youtube.com reflecting its requirement to acknowledge agreement to the terms of service, as well as the actual terms of service.

4. Attached hereto as Exhibit B is a true and correct copy of a biography of Jackson Browne that I obtained from [www.wikipedia.com](http://www.wikipedia.com) on January 6, 2009.

5. Attached hereto as Exhibit C is a true and correct copy of a screen image from [www.youtube.com/watch?v=bHixxbvJnCM](http://www.youtube.com/watch?v=bHixxbvJnCM) reflecting a video posted by the Ohio Republican Party ("ORP") documenting a trip by ORP representatives to California (the "California Video"). Attached hereto as Exhibit D (manually filed) is a true and correct copy of the California Video.

6. On January 6, 2009, I searched [www.youtube.com](http://www.youtube.com) for video content posted by the ORP. Attached hereto as Exhibit E is a true and correct copy of screen images from [www.youtube.com](http://www.youtube.com) reflecting 138 videos posted by the ORP.

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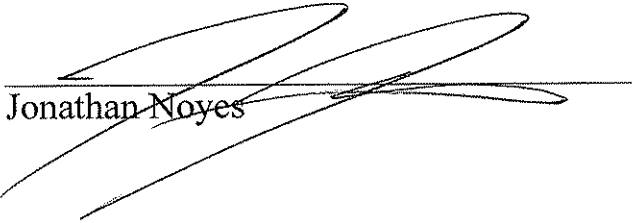
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7. On January 6, 2009, I accessed the ORP's website at [www.orp.org](http://www.orp.org) and followed the links to Ohio GOP TV where the ORP maintains links to the video content it posts on [www.youtube.com](http://www.youtube.com). Attached hereto as Exhibit F is a true and correct copy of a screen image from [http://www.ohiogop.org/gop\\_tv](http://www.ohiogop.org/gop_tv).

8. Attached hereto as Exhibit G is a true and correct copy of an article from the Cleveland Plain Dealer newspaper dated April 29, 2008, discussing the organization "McCain Victory Ohio."

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed January 6, 2009, at Santa Monica, California.

  
Jonathan Noyes

# **EXHIBIT A**

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### Create your YouTube Account

Join the largest worldwide video-sharing community!

Sign up now to get full access with your YouTube account:

- Comment, rate, and make video responses to your favorite videos
- Upload and share your videos with millions of other users
- Save your favorite videos to watch and share later
- Enter your videos into contests for fame and prizes

Already have an account?

**YouTube**

Username:

Password:

Forgot Username | Forgot Password | Help

**Create Your YouTube Account**

Email Address:

Password:

Password strength: Good

Re-type Password:

Username:

Your username can only contain letters A-Z or numbers 0-9.  
Check Availability

Location:

Postal Code:

Date of Birth:

Gender:  Male  Female

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Accounts

Sign in with your Google Account

Gender:  Male  Female

*yesforper* New Image

Word Verification:

Enter the text in the image

Let others find my channel on YouTube if they have my email address

Terms of Use, Privacy Policy:  I agree to the [Terms of Use](#) and [Privacy Policy](#).

Uploading materials that you do not own is a copyright violation and against the law. If you upload material you do not own, your account will be deleted.

Try YouTube in a new web browser! [Download Google Chrome](#)

Add to iGoogle  Search

YouTube Symphony Orchestra

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Company Blog →  
Company History  
Press Room  
Jobs →  
Discover  
YouTube on Your Phone  
YouTube on Your Site  
YouTube RSS Feeds  
TestTube  
Reach Your Audience  
Nonprofit Program  
Partner Programs →  
Content ID  
Advertising Programs  
Developer Tools  
Help  
Help Center →  
YouTube Handbook  
Contact Us

## Terms of Use

### 1. Your Acceptance

A. By using and/or visiting this website (collectively, including all content and functionality available through the YouTube.com domain name, the "YouTube Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) YouTube's privacy notice, found at <http://www.youtube.com/privacy> and incorporated here by reference, and (3) YouTube's Community Guidelines, found at [http://www.youtube.com/community\\_guidelines](http://www.youtube.com/community_guidelines) and also incorporated here by reference. If you do not agree to any of these terms, the YouTube privacy notice, or the Community Guidelines, please do not use the YouTube Website.

B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/terms>. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### 2. YouTube Website

A. These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The YouTube Website includes all aspects of YouTube, including but not limited to all products, software and services offered via the website such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.

B. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

### 3. YouTube Accounts

A. In order to access some features of the Website, you will have to create a YouTube account. You may never use another's account without

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### 3. YouTube Accounts

A. In order to access some features of the Website, you will have to create a YouTube account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.

B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

### 4. General Use of the Website—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without YouTube's prior written authorization.

B. You agree not to alter or modify any part of the Website, including but not limited to YouTube's Embeddable Player or any of its related technologies.

C. You agree not to access User Submissions (defined below) or YouTube Content through any technology or means other than the video playback pages of the Website itself, the YouTube Embeddable Player, or other explicitly authorized means YouTube may designate.

D. You agree not to use the Website, including the YouTube Embeddable Player for any commercial use, without the prior written authorization of YouTube. Prohibited commercial uses include any of the following actions taken without YouTube's express approval:

- sale of access to the Website or its related services (such as the Embeddable Player) on another website;
- use of the Website or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;
- the sale of advertising, on the YouTube website or any third-party website, targeted to the content of specific User Submissions or YouTube content;
- and any use of the Website or its related services (such as the Embeddable Player) that YouTube finds, in its sole discretion, to use YouTube's resources or User Submissions with the effect of competing with or displacing the market for YouTube, YouTube content, or its User Submissions. (For more information about prohibited commercial uses, [see our FAQ](#).)

E. Prohibited commercial uses do not include:

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E. Prohibited commercial uses do not include:

- uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
- using the Embeddable Player to show YouTube videos on an ad-enabled blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with YouTube;
- any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.)

F. If you use the YouTube Embeddable Player on your website, you must include a prominent link back to the YouTube website on the pages containing the Embeddable Player and you may not modify, build upon, or block any portion of the Embeddable Player in any way.

G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.

H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generality or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

I. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, YouTube Community Guidelines, and all applicable local, national, and international laws and regulations.

J. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

**5. Your Use of Content on the Site**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the YouTube Website.

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**5. Your Use of Content on the Site**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the YouTube Website.

A. The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive lectures and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content.

B. You may access User Submissions solely:

- for your information and personal use;
- as intended through the normal functionality of the YouTube Service; and
- for Streaming.

"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the YouTube Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available "as is."

C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the YouTube Service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the YouTube Service or otherwise as prohibited under this Agreement.

D. You may access YouTube Content, User Submissions and other content only as permitted under this Agreement. YouTube reserves all rights not expressly granted in and to the YouTube Content and the YouTube Service.

E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.

F. You agree not to circumvent, disable or otherwise interfere with security-related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.

G. You understand that the content on the YouTube Website is provided to you as is and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content.

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F. You agree not to circumvent, disable or otherwise interfere with security-related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.

G. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

### 6. Your User Submissions and Conduct

A. As a YouTube account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any User Submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.

C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the YouTube Website and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the YouTube Website (and its derivative works therein) in any media format and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the YouTube Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.

D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein.

E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the YouTube Community Guidelines, found at [http://www.youtube.com/community\\_guidelines](http://www.youtube.com/community_guidelines), which may be updated from time to time, or contrary to applicable

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E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the YouTube Community Guidelines, found at [http://www.youtube.com/community\\_guidelines](http://www.youtube.com/community_guidelines), which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

F. YouTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice.

### 7. Account Termination Policy

A. YouTube will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.

B. YouTube reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. YouTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

### 8. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(2) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



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the owner of an exclusive right that is allegedly infringed.

YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Heather Gillette, 901 Cherry Ave., San Bruno, CA 94066, email: [copyright@youtube.com](mailto:copyright@youtube.com), fax: 650-672-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.google.com/support/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

5. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

**9. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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Updated as of July 21, 2008

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# **EXHIBIT B**

# Jackson Browne

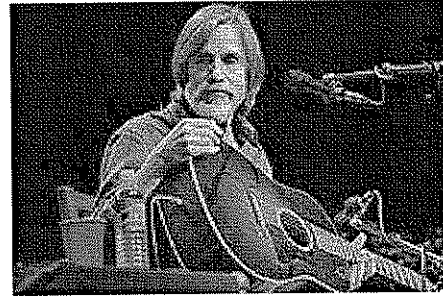
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**Clyde Jackson Browne** (born October 9, 1948) is an American rock singer-songwriter and musician. His introspective lyrics made him prominent in the Southern California confessional singer-songwriter movement of the late 1960s and early 1970s. In 2004, Browne was inducted into the Rock and Roll Hall of Fame by fellow American musical artist and good friend, Bruce Springsteen. In the same year, Browne received an honorary Doctorate of Music from Los Angeles' Occidental College for "a remarkable musical career that has successfully combined an intensely personal artistry with a broader vision of social change and justice".<sup>[1]</sup>

## Contents

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## Jackson Browne



Jackson Browne in concert, March 2008

### Background information

<b>Birth name</b>	Clyde Jackson Browne
<b>Born</b>	October 9, 1948 Heidelberg, Germany
<b>Genre(s)</b>	Rock, pop rock, folk rock
<b>Occupation(s)</b>	Singer-songwriter, musician
<b>Instrument(s)</b>	Vocals, guitar, piano
<b>Years active</b>	1966—present
<b>Label(s)</b>	Elektra Records Adrenaline Music Group Inside Recordings Asylum Records
<b>Associated acts</b>	Warren Zevon, David Lindley, Waddy Wachtel, Bonnie Raitt, Clarence Clemons, David Crosby, Graham Nash, The Eagles, and Linda Ronstadt
<b>Website</b>	jacksonbrowne.com

## Biography

### Early life and songwriter for others

Browne was born in Heidelberg, Germany, where his father, an American serviceman, was stationed. (He shares his birthday with musicians John Lennon of The Beatles and John Entwistle of The Who.)

Browne's mother, Beatrice Amanda (née Dahl), was a Minnesota native of Norwegian ancestry.<sup>[2]</sup> Browne has three siblings: Roberta "Berbie" Browne who was born in 1946 in Nuremberg, Germany and Edward Severin Browne who was born in 1949 in Frankfurt, Germany. His younger sister, Gracie Browne, was born a number of years later.<sup>[2]</sup> Browne moved to the Highland Park district of Los Angeles, California, at the age of 3 and in his teens began singing folk music in local venues. In 1966, he joined the Nitty Gritty Dirt Band. He had attended Sunny Hills High School in Fullerton, California.

A precociously gifted songwriter, Browne signed a publishing contract with Nina Music, and his songs were performed by Joan Baez, Tom Rush, the Eagles, Linda Ronstadt, the Byrds and Steve Noonan, among others. After moving to Greenwich Village, New York, Browne was briefly in Tim Buckley's back-up band. He also worked on Nico's *Chelsea Girl*, playing guitar on Nico's version of Browne's classic song "These Days". After leaving New York City, Browne formed a folk band with Ned Doheny and Jack Wilce. After leaving New York, Browne settled in Southern California.

### Classic personal period

In 1971, Browne signed with Asylum Records and released *Jackson Browne* (1972), which included the piano-driven "Doctor My Eyes", a Top 10 hit in the US singles chart. "Rock Me on the Water", from the same album, also gained considerable radio airplay, while "Jamaica Say You Will" and "Song for Adam" helped establish Browne's reputation as a versatile and original writer with a deep thinking, sometimes downbeat, but always romantic flair. During this period, he also toured with Linda Ronstadt.

His next album, *For Everyman* (1973) — while considered of high quality — was less successful than his debut album, although it still sold a million copies. The upbeat "Take It Easy," co-written with The Eagles' Glenn Frey, had already been a big hit for that group, while "These Days" (actually written by Browne and first recorded by Nico in 1967) captured the essence of Browne's youthful, morose angst. The title track, meanwhile, was the first of Browne's studies of personal exploration, soul-searching, and despair set against the backdrop of a decaying society.

*Late for the Sky* (1974) consolidated Browne's following, with some fans drawn in purely by the record's intriguing, Magritte-inspired cover. Highlights included the searching, heartbreaking title song, the elegiac "For a Dancer" and the apocalyptic "Before the Deluge". The arrangements featured the evocative violin and guitar of David Lindley, Jai Winding's outstanding piano, and the stellar harmonies of Doug Haywood. The title track was also featured in Martin Scorsese's film *Taxi Driver*. Around this time, Browne began his fractious but lifelong professional relationship with singer/songwriter Warren Zevon, mentoring Zevon's first two Asylum albums through the studio as a producer after browbeating Asylum head David Geffen into giving Zevon a recording contract.

Browne's disaffected, wondering character struck out even more starkly in his next album, *The Pretender*, which is arguably his darkest and yet musically and lyrically his brightest. It was released in 1976, after the suicide of his first wife, Phyllis Major. The album features stronger production by Jon Landau and a mixture of styles, ranging from the Mariachi-inspired peppiness of "Linda Paloma" to the country-driven "Your Bright Baby Blues" to the near-hopeless sadness and surrender of "Sleep's Dark and Silent Gate". The title track "The Pretender" is Browne's *magnum opus*, a vivid account of romanticism losing the battle with the realities of day-to-day life. "Here Come Those Tears Again" was cowritten with Nancy Farnsworth, the mother of Browne's wife, after the untimely death of her daughter.

By then, Browne's work had gained a reputation for its compelling melodies, clear, honest, and insightful lyrics, and a flair for composition rarely seen in the world of rock and roll. He was often referred to as "a thinking man's rock star."

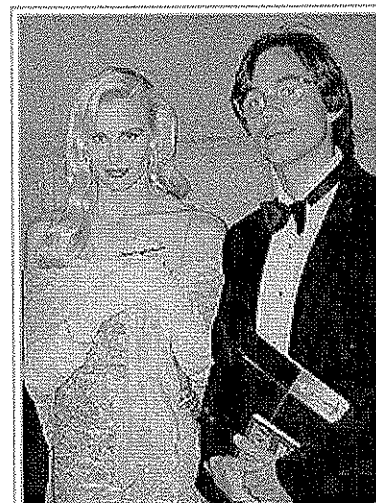
Browne began recording his next LP while on tour, and *Running on Empty* (1977) became his biggest commercial success. Breaking the usual conventions for a live album, Browne used all new material and combined live concert performances with recordings made on buses, in hotel rooms, and back stage, creating the audio equivalent of a road movie. *Running on Empty* contains many renowned songs, such as

the propulsive title track, "Running on Empty", "The Road" (written and recorded in 1972 by Danny O'Keefe), "Rosie", and "The Load-Out/Stay" (Browne's affectionate and knowing send-off to his concert audiences and roadies).

## Personal life

Browne has been married twice and has two children. His first wife was actress/model Phyllis Major (1946-1976). The two began their relationship around 1971, as was artistically memorialized in the song "Ready or Not". Their son, Ethan Zane, was born in 1973. Major and Browne married in late 1975. He was devastated when she committed suicide by taking an overdose of sleeping pills just a few months later, in March of 1976, at the age of 30.

Browne was married in January 1981 to Australian model, Lynne Sweeney with whom he had a second son, Ryan Daniel, born in 1982. Browne and Sweeney were divorced in 1983, when he became involved with actress Daryl Hannah. He was in a relationship with Daryl Hannah from 1983 through 1992. He has been in a relationship with artist Dianna Cohen since the mid '90s.



Browne and Hannah, 1988

## Turning political

Shortly after the Three Mile Island nuclear accident in March 1979, Browne joined with several musician-friends to found the anti-nuclear organization, Musicians United for Safe Energy. His next album, *Hold Out* (1980), was commercially successful — his only number 1 record on the U.S. pop albums chart. The following year he released the single "Somebody's Baby" from the *Fast Times at Ridgemont High* soundtrack, which became his biggest hit, peaking at #7 on the Billboard Hot 100. The 1983 *Lawyers in Love* followed, signaling a discernible change from the personal to the political in his lyrics.

Political protest came to the fore in Browne's music in the 1986 album, *Lives in the Balance*, an explicit condemnation of Reaganism and U.S. policy in Central America. Flavored with new instrumental textures, it was a huge success with Browne fans, though not with mainstream audiences. The title track, "Lives in the Balance", with its Andean pan pipes — and lines like, "There's a shadow on the faces / Of the men who fan the flames / Of the wars that are fought in places / Where we can't even say the names" — was a *cri de coeur* against U.S.-backed wars in Nicaragua, El Salvador, and Guatemala. The song was used at several points in the award-winning 1987 PBS documentary, *The Secret Government: The Constitution in Crisis*, by journalist Bill Moyers, and was part of the soundtrack of *Stone's War*, a 1986 *Miami Vice* episode focusing on American involvement in Central America.

During the 1980s, Browne frequently performed at benefit concerts for causes he believed in, including Farm Aid; Amnesty International (making several appearances on the 1986 A Conspiracy of Hope Tour); post-Somoza, revolutionary Nicaragua; and the Christic Institute. The album, *World in Motion*, released in 1989 contains a remarkable cover of Steve Van Zandt's "I am a Patriot," a song which he has performed at numerous concerts.

In 1995 he performed in *The Wizard of Oz in Concert: Dreams Come True* a musical performance of the



popular story at Lincoln Center to benefit the Children's Defense Fund. The performance was originally broadcast on Turner Network Television (TNT), and issued on CD and video in 1996.

### Living off the grid and environmental activism

According to eco-series, Ed Begley, Jr., "He's got this big wind turbine, and his ranch is completely off the [power] grid," Begley said. "He's done all of it himself."<sup>[3]</sup><sup>[4]</sup><sup>[5]</sup>

### Recent years

Four years after his previous album, Browne returned with *I'm Alive*, a critically acclaimed album with a more personal perspective that had no hits but still sold respectably — indeed, the ninth track from the album, *Sky Blue and Black*, was used during the pilot episode of the situation comedy *Friends*. He also sang a duet with Jann Arden, "Unloved", on her 1995 album *Living Under June*. Browne's *Looking East* (1996) was released soon after, but was not as successful commercially. *The Naked Ride Home* was released in 2002.

Browne was inducted into the Rock and Roll Hall of Fame in 2004. In his induction speech,<sup>[6]</sup> Bruce Springsteen noted that while the Eagles got to the Hall first, "You [Browne] wrote the songs they wished they had written". The previous year, three of Browne's albums — *For Everyman*, *Late for the Sky*, and *The Pretender* — had been selected by *Rolling Stone* magazine as among its choices for the 500 best albums of all time.

Browne appeared in several rallies for presidential candidate Ralph Nader in 2000, singing "I Am A Patriot" and other songs. He participated in the Vote for Change tour in October 2004, playing a series of concerts in American swing states. These concerts were organized by MoveOn.org to mobilize people to vote for John Kerry in the presidential election. Browne appeared with Bonnie Raitt and Keb' Mo', and once with Bruce Springsteen. In late 2006, Browne performed with Michael Stanley and J. D. Souther at a fundraiser for Democratic candidates in Ohio. For the 2008 Presidential Election he endorsed John Edwards for the Democratic Presidential Nomination and performed at some of Edwards' appearances.

*Solo Acoustic, Vol. 1*, was released in 2005 on Inside Recordings. The album consists of live recordings of eleven previously released tracks and "The Birds of St. Marks", a song that does not appear on any of Browne's studio albums. This album was nominated for a Grammy Award in 2007 in the category of Best Contemporary Folk/Americana Album.

Browne is part of the No Nukes group which is against the expansion of nuclear power. In 2007 the group recorded a music video of a new version of the Buffalo Springfield song "For What It's Worth".<sup>[7]</sup><sup>[8]</sup>

Browne's new live album, *Solo Acoustic, Vol. 2*, was released on March 4, 2008.

Browne's new studio album, "Time The Conqueror", was released in September 2008 via Inside



Jackson Browne at a campaign event for John Edwards during Edwards' presidential campaign in 2008.

Recordings, his first studio album since leaving longtime label Elektra Records in 2003.

In August 2008, Browne sued John McCain and the Republican Party for using his 1977 hit, *Running on Empty*, in an attack ad against Barack Obama without his permission.<sup>[9]</sup>

## Other charity

In 2008, Browne contributed to an album called *Songs for Tibet*, which is an initiative to support Tibet, Dalai Lama Tenzin Gyatso and to underline the human rights situation in Tibet. The album was issued on August 5 via iTunes and on August 19 in music stores around the world.<sup>[10]</sup>

Browne also covered John Lennon's "Oh My Love" to benefit Amnesty International's campaign to alleviate the crisis in Darfur. The song appears on the album Instant Karma: The Amnesty International Campaign to Save Darfur, which was released on June 12, 2007 and features many other prominent artists performing other Lennon covers, such as Jack Johnson, U2, Avril Lavigne, Green Day, and the Black Eyed Peas.

## Awards

For "promoting peace and justice through his music and his unrelenting support for that which promotes nonviolent solutions to problems both nationally and internationally", Browne received the Courage of Conscience Awards from The Peace Abbey in Sherborn, Massachusetts.<sup>[11]</sup>

## Discography

See *Jackson Browne discography*

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- ↑ Off-Grid - life unplugged: solar, wind, hydro, architecture, smallholdings, free stuff » Jackson Browne’s off-grid ranch
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- ↑ Harvey Wasserman: No-Nukers Sing a New Green Tune
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- ↑ Cohen, Jonathan. Jackson Browne Sues McCain Over Song Usage. *Billboard*, 2008-08-14.
- ↑ E-Online (July 22, 2008) Sting, Matthews, Mayer Gamer for Tibet Than Beijing
- ↑ "The Peace Abbey Courage of Conscience Recipients List". Retrieved on 2008-05-21.

## External links

- Official website

Retrieved from "[http://en.wikipedia.org/wiki/Jackson\\_Browne](http://en.wikipedia.org/wiki/Jackson_Browne)"

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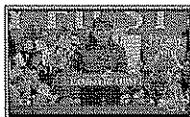
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## McCain and Ohio GOP set up a way to raise money together

Posted by [Stephen Koff](#) April 29, 2008 10:12AM  
 John McCain, the Ohio Republican party and the Republican National Committee have established a new fund-raising committee, called "McCain Victory Ohio," Federal Election Commission filings show. The committee, filing papers on April 18, will enable the three parties to hold joint fund-raising events and split the proceeds.

"Victory" committees like this are not unique, and their mutual back-scratching helps build strong ties between the candidate and the state party. They also give big donors a chance to participate even if they've maxed out on presidential contributions.

Let's say you've already donated \$2,300 to McCain's primary campaign and \$2,300 to his general election effort. Let's also say that McCain is coming to someone's Baxley or Gates Mills home for a McCain Victory Ohio event. You can still go, but the proceeds from your check will go to the state or national party instead of McCain.

The state party can then afford get-out-the-vote efforts and other things that boost McCain's chances, and those of down-ticket Republican candidates, too. It's all perfectly legal - even under McCain-Feingold campaign finance reform.

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Posted by [lennyeo](#) on [04/29/08 at 10:59AM](#)

The easist way would to set up shop right outside the home of Geoffchurch and beg....it shouldn't take long....

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Posted by [Jabb0](#) on [04/29/08 at 1:38PM](#)

Ha! good one lennyeo!  
 I didnt think he would need any more money with all the money his wife has and the ability to jet set around the US on his wives private jet, you would think he would be good on cash.

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Posted by [burningliver](#) on [04/29/08 at 1:54PM](#)

He must be a big spender.

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