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10 Attorneys for Defendants WILL ADAMS (sued as WILL ADAMS,  
11 p/k/a will.i.am, individually and d/b/a WILL.I AM MUSIC PUBLISHING);  
ALLAN PINEDA (sued as ALLAN PINEDA, p/k/a apl.de.ap, individually  
12 and d/b/a JEEPNEY MUSIC PUBLISHING, an individual); JAIME GOMEZ  
(sued as JAIME GOMEZ, p/k/a Taboo, individually and d/b/a NAWASHA  
13 NETWORKS PUBLISHING, an individual); STACY FERGUSON (sued as  
STACY FERGUSON, p/k/a Fergie); WILL.IAM MUSIC, INC.; CHERRY  
14 LANE MUSIC PUBLISHING COMPANY, INC.; TAB MAGNETIC, INC.;  
GEORGE PAJON, JR.; EMI BLACKWOOD MUSIC, INC.

15  
16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**  
18

19 GEORGE CLINTON, an individual,

20 Plaintiff,

21 v.

22 WILL ADAMS, p/k/a will.i.am,  
23 individually and d/b/a WILL.I AM  
MUSIC PUBLISHING; ALLAN  
24 PINEDA, p/k/a apl.de.ap, individually  
and d/b/a JEEPNEY MUSIC  
25 PUBLISHING, an individual; JAIME  
GOMEZ, p/k/a Taboo, individually and  
26 d/b/a NAWASHA NETWORKS  
PUBLISHING, an individual; STACY  
27 FERGUSON, p/k/a Fergie, an individual;  
GEORGE PAJON, JR., an individual;  
28 JOHN CURTIS, an individual;

Case No. CV10-9476 ODW (PLAx)

Hon. Otis D. Wright, II  
Courtroom 11

**ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANT  
CHERRY LANE MUSIC  
PUBLISHING COMPANY, INC.;**  
**JURY DEMAND**

Complaint Filed: December 10, 2010  
Trial Date: Not Assigned

1 UNIVERSAL MUSIC GROUP, INC., a  
2 Delaware corporation; UMG  
3 RECORDINGS, INC., a Delaware  
4 corporation; and WILL I AM MUSIC,  
5 INC., a California corporation; CHERRY  
6 LANE MUSIC PUBLISHING  
7 COMPANY, INC., a New York  
8 corporation; EL CUBANO MUSIC,  
9 INC., a California corporation; EMI  
10 BLACKWOOD MUSIC, INC., a  
11 Connecticut corporation; TAB  
12 MAGNETIC, INC., a California  
13 corporation; and DOES 1 through 10,

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Defendants.

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IRVINE, CALIFORNIA 92612-4414

1 Defendant Cherry Lane Music Publishing Company, Inc. (“Defendant  
2 Cherry Lane”) presents the following Answer to the Complaint of Plaintiff George  
3 Clinton (“Complaint”):

4 **NATURE OF THE ACTION**

5 1. Answering Paragraph 1 of the Complaint, Defendant Cherry Lane  
6 admits that Plaintiff is asking for certain relief, but denies that Plaintiff is entitled to  
7 such relief. Further, Defendant Cherry Lane admits the accuracy of the release dates  
8 set forth in Paragraph 1. As the remaining allegations of Paragraph 1, Defendant  
9 Cherry Lane denies all such allegations.

10 2. Answering Paragraph 2 of the Complaint, Defendant Cherry Lane lacks  
11 sufficient information to admit or deny the allegations contained in Paragraph 2, and  
12 on that basis denies each and every such allegation.

13 3. Answering Paragraph 3 of the Complaint, Defendant Cherry Lane  
14 admits that Plaintiff is asking for certain relief, but denies that Plaintiff is entitled to  
15 such relief, and further denies the remaining allegations of the paragraph.

16 **JURISDICTION AND VENUE**

17 4. Answering Paragraph 4 of the Complaint, Defendant Cherry Lane  
18 admits, on information and belief, that this action appears to rise under the  
19 Copyright Act and that this Court would appear to have subject matter jurisdiction.  
20 Defendant Cherry Lane denies that the Complaint states any claim upon which relief  
21 can be granted.

22 5. Answering Paragraph 5 of the Complaint, Defendant Cherry Lane  
23 denies that it may be found in this district, and as to the remaining allegations of  
24 Paragraph 5, lacks sufficient information to admit or deny them, and on that basis,  
25 denies each and every such remaining allegations.

26 6. Answering Paragraph 6 of the Complaint, Defendant Cherry Lane lacks  
27 sufficient information to admit or deny the allegations in Paragraph 6, and on that  
28 basis denies each and every such allegation.



1 lacks sufficient information to admit or deny these allegations, and on that basis  
2 denies each and every such allegation.

3       16.     Answering Paragraph 16 of the Complaint, Defendant Cherry Lane is  
4 without sufficient information to admit or deny the allegations of Paragraph 16, and  
5 on that basis denies such allegations.

6       17.     Answering Paragraph 17 of the Complaint, Defendant Cherry Lane  
7 lacks sufficient information to admit or deny the allegations contained in Paragraph  
8 17, and on that basis denies each and every such allegation.

9       18.     Answering Paragraph 18 of the Complaint, Defendant Cherry Lane  
10 lacks sufficient information to admit or deny the allegations contained in Paragraph  
11 18, and on that basis denies each and every such allegation.

12       19.     Answering Paragraph 19 of the Complaint, Defendant Cherry Lane is  
13 without sufficient information to admit or deny the allegations of Paragraph 19, and  
14 on that basis denies such allegations.

15       20.     Answering Paragraph 20 of the Complaint, Defendant Cherry Lane is  
16 without sufficient information to admit or deny the allegations of Paragraph 20, and  
17 on that basis denies such allegations.

18       21.     Answering Paragraph 21 of the Complaint, Defendant Cherry Lane  
19 denies the allegations contained in this paragraph.

20       22.     Answering Paragraph 22 of the Complaint, Defendant Cherry Lane  
21 lacks sufficient information to admit or deny these allegations, and on that basis  
22 denies each and every such allegation.

23       23.     Answering Paragraph 23 of the Complaint, Defendant Cherry Lane  
24 lacks sufficient information to admit or deny the allegations contained in Paragraph  
25 23, and on that basis, denies each and every such allegation.

26       24.     Answering Paragraph 24 of the Complaint, Defendant Cherry Lane is  
27 without sufficient information to admit or deny the allegations of Paragraph 24, and  
28 on that basis denies such allegations.

1           25.    Answering Paragraph 25 of the Complaint, Defendant Cherry Lane  
2 lacks sufficient information to admit or deny the allegations contained in Paragraph  
3 25, and on that basis denies each and every such allegation.

4           26.    Answering Paragraph 26 of the Complaint, Defendant Cherry Lane  
5 denies the allegations in this paragraph.

6           27.    Answering Paragraph 27 of the Complaint, Defendant Cherry Lane  
7 denies the allegations in this paragraph.

8   **SAMPLING “(NOT JUST) KNEE DEEP”**

9           28.    Answering Paragraph 28 of the Complaint, Defendant Cherry Lane  
10 lacks sufficient information to admit or deny these allegations, and on that basis  
11 denies each and every such allegation.

12           29.    Answering Paragraph 29 of the Complaint, Defendant Cherry Lane  
13 lacks sufficient information to admit or deny these allegations, and on that basis  
14 denies each and every such allegation.

15           30.    Answering Paragraph 30 of the Complaint, Defendant Cherry Lane  
16 lacks sufficient information to admit or deny these allegations, and on that basis  
17 denies each and every such allegation.

18           31.    Answering Paragraph 31 of the Complaint, Defendant Cherry Lane  
19 lacks sufficient information to admit or deny these allegations, and on that basis  
20 denies each and every such allegation.

21           32.    Answering Paragraph 32 of the Complaint, Defendant Cherry Lane  
22 lacks sufficient information to admit or deny the allegations of Paragraph 32, and on  
23 that basis denies each and every such allegation.

24           33.    Answering Paragraph 33 of the Complaint, Defendant Cherry Lane  
25 lacks sufficient information to admit or deny the allegations of Paragraph 33, and on  
26 that basis denies each and every such allegation.

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28           34.    Answering Paragraph 34 of the Complaint, Defendant Cherry Lane

1 lacks sufficient information to admit or deny the allegations of Paragraph 34, and on  
2 that basis, denies each and every such allegation.

3 35. Answering Paragraph 35 of the Complaint, Defendant Cherry Lane  
4 lacks sufficient information to admit or deny the allegations of Paragraph 35, and on  
5 that basis denies each and every such allegation.

6 36. Answering Paragraph 36 of the Complaint, Defendant Cherry Lane  
7 lacks sufficient information to admit or deny the allegations of Paragraph 36, and on  
8 that basis denies each and every such allegation.

9 37. Answering Paragraph 37 of the Complaint, Defendant Cherry Lane  
10 lacks sufficient information to admit or deny these allegations, and on that basis  
11 denies each and every such allegation.

12 38. Answering Paragraph 38 of the Complaint, Defendant Cherry Lane  
13 lacks sufficient information to admit or deny these allegations, and on that basis  
14 denies each and every such allegation.

15 **RELEASE OF SHUT UP REMIX**

16 39. Answering Paragraph 39 of the Complaint, Defendant Cherry Lane  
17 admits The Black Eyed Peas released the album *Elephunk* in 2003. Except as  
18 admitted herein, Defendant Cherry Lane lacks sufficient information to admit or  
19 deny the remaining allegations in this paragraph, and on that basis, denies the same.

20 40. Answering Paragraph 40 of the Complaint, Defendant Cherry Lane  
21 admits the allegations in this paragraph.

22 41. Answering Paragraph 41 of the Complaint, Defendant Cherry Lane  
23 lacks sufficient information to admit or deny the allegations in this paragraph, and  
24 on that basis, denies the same.

25 42. Answering Paragraph 42 of the Complaint, Defendant Cherry Lane  
26 lacks sufficient information to admit or deny these allegations, and on that basis  
27 denies each and every such allegation.

28 43. Answering Paragraph 43 of the Complaint, Defendant Cherry Lane

1 lacks sufficient information to admit or deny the remaining allegations in this  
2 paragraph, and on that basis, denies the same.

3 44. Answering Paragraph 44 of the Complaint, Defendant Cherry Lane  
4 lacks sufficient information to admit or deny the allegations in this paragraph, and  
5 on that basis, denies the same.

6 45. Answering Paragraph 45 of the Complaint, Defendant Cherry Lane  
7 lacks sufficient information to admit or deny the allegations in this paragraph, and  
8 on that basis, denies the same.

9 46. Answering Paragraph 46 of the Complaint, Defendant Cherry Lane  
10 lacks sufficient information to admit or deny the allegations in this paragraph, and  
11 on that basis, denies the same.

12 47. Answering Paragraph 47 of the Complaint, Defendant Cherry Lane  
13 lacks sufficient information to admit or deny the allegations in this paragraph, and  
14 on that basis, denies the same.

15 48. Answering Paragraph 48 of the Complaint, Defendant Cherry Lane  
16 lacks sufficient information to admit or deny the allegations set forth in this  
17 paragraph, and on that basis denies the same.

18 **RELEASE OF “SHUT THE PHUNK UP REMIX”**

19 49. Answering Paragraph 49 of the Complaint, Defendant Cherry Lane  
20 lacks sufficient information to admit or deny the allegations contained in Paragraph  
21 49, and on that basis, denies each and every allegation.

22 50. Answering Paragraph 50 of the Complaint, Defendant Cherry Lane  
23 lacks sufficient information to admit or deny the allegations contained in Paragraph  
24 50 of the Complaint, and on that basis denies each and every such allegation.

25 51. Answering Paragraph 51 of the Complaint, Defendant Cherry Lane  
26 admits that The Black Eyed Peas album, “The E.N.D.” was released on or about  
27 June 3, 2009, and that the deluxe edition of the album contains a track entitled “Shut  
28 the Funk Up.” Defendant Cherry Lane denies the remaining allegations of this



1 paragraph.

2           52.     Answering Paragraph 52 of the Complaint, Defendant Cherry Lane  
3 admits the allegations in this paragraph.

4           53.     Answering Paragraph 53 of the Complaint, Defendant Cherry Lane  
5 admits the allegations in this paragraph.

6           54.     Answering Paragraph 54 of the Complaint, Defendant Cherry Lane  
7 lacks sufficient information to admit or deny the allegations in this paragraph, and  
8 on that basis, denies the same.

9           55.     Answering Paragraph 55 of the Complaint, Defendant Cherry Lane  
10 lacks sufficient information to admit or deny the allegations contained in Paragraph  
11 55, and on that basis denies each and every such allegation.

12           56.     Answering Paragraph 56 of the Complaint, Defendant Cherry Lane  
13 lacks sufficient information to admit or deny the allegations in this paragraph, and  
14 on that basis, denies the same.

15           57.     Answering Paragraph 57 of the Complaint, Defendant Cherry Lane  
16 lacks sufficient information to admit or deny the allegations contained in Paragraph  
17 57, and on that basis denies each and every such allegation.

18           58.     Answering Paragraph 58 of the Complaint, Defendant Cherry Lane  
19 lacks sufficient information to admit or deny the allegations contained in Paragraph  
20 58, and on that basis denies each and every such allegation.

21           59.     Answering Paragraph 59 of the Complaint, Defendant Cherry Lane  
22 lacks sufficient information to admit or deny the allegations contained in Paragraph  
23 59, and on that basis denies each and every such allegation.

24           60.     Answering Paragraph 60 of the Complaint, Defendant Cherry Lane  
25 lacks sufficient information to admit or deny the allegations contained in Paragraph  
26 60, and on that basis, denies each and every such allegation

27           61.     Answering Paragraph 61 of the Complaint, Defendant Cherry Lane  
28 lacks sufficient information to admit or deny the allegations contained in Paragraph

1 61, and on that basis denies each and every such allegation.

2 62. Answering Paragraph 62 of the Complaint, Defendant Cherry Lane  
3 lacks sufficient information to admit or deny the allegations contained in Paragraph  
4 62, and on that basis denies each and every such allegation.

5 **LEGAL REQUIREMENTS OF SAMPLING**

6 63. Answering Paragraph 63 of the Complaint, Defendant Cherry Lane  
7 lacks sufficient information to admit or deny the allegations contained in this  
8 paragraph, and on that basis denies each and every such allegation.

9 64. Answering Paragraph 64 of the Complaint, Defendant Cherry Lane  
10 lacks sufficient information to admit or deny the allegations contained in this  
11 paragraph, and on that basis denies each and every such allegation.

12 **LIABILITY OF EACH DEFENDANT AND DAMAGES TO PLAINTIFF**

13 65. Answering Paragraph 65 of the Complaint, Defendant Cherry Lane  
14 denies the allegations in this paragraph.

15 66. Answering Paragraph 66 of the Complaint, Defendant Cherry Lane  
16 denies the allegations in this paragraph.

17 67. Answering Paragraph 67 of the Complaint, Defendant Cherry Lane  
18 admits that exploitations of sound recordings that embody performances by The  
19 Black Eyed Peas generate income, and further, admits that “(Not Just) Knee Deep”  
20 was sampled pursuant to an express, written license agreement ostensibly executed  
21 by Plaintiff or his authorized representatives.

22 68. Answering Paragraph 68 of the Complaint, Defendant Cherry Lane  
23 lacks sufficient information to admit or deny the allegations contained in Paragraph  
24 68, and on that basis, denies each and every such allegation.

25 69. Answering Paragraph 69 of the Complaint, Defendant Cherry Lane  
26 denies the allegations in this paragraph.

27 70. Answering Paragraph 70 of the Complaint, Defendant Cherry Lane  
28 denies the allegations in this paragraph.

1           71.     Answering Paragraph 71 of the Complaint, Defendant Cherry Lane  
2 denies the allegations in this paragraph.

3           72.     Answering Paragraph 72 of the Complaint, Defendant Cherry Lane  
4 denies the allegations in this paragraph.

5                                   **FIRST CLAIM FOR RELIEF**

6                                   **(Copyright infringement (sound recording)**

7                                   **relating to “(Not Just) Knee Deep”;**

8                                   **against all named defendants and DOES 1 through 10)**

9           73.     Answering Paragraph 73 of the Complaint, Defendant Cherry Lane  
10 incorporates its answers and responses to Paragraphs 1-72 above, as if fully restated  
11 herein.

12           74.     Answering Paragraph 74 of the Complaint, Defendant Cherry Lane  
13 denies the allegations in this paragraph.

14           75.     Answering Paragraph 75 of the Complaint, Defendant Cherry Lane  
15 denies the allegations in this paragraph.

16           76.     Answering Paragraph 76 of the Complaint, Defendant Cherry Lane  
17 denies the allegations in this paragraph.

18           77.     Answering Paragraph 77 of the Complaint, Defendant Cherry Lane  
19 denies the allegations in this paragraph.

20           78.     Answering Paragraph 78 of the Complaint, Defendant Cherry Lane  
21 denies the allegations in this paragraph.

22           79.     Answering Paragraph 79 of the Complaint, Defendant Cherry Lane  
23 denies the allegations in this paragraph.

24           80.     Answering Paragraph 80 of the Complaint, Defendant Cherry Lane  
25 denies the allegations in this paragraph.

26           81.     Answering Paragraph 81 of the Complaint, Defendant Cherry Lane  
27 denies the allegations in this paragraph.

28           82.     Answering Paragraph 82 of the Complaint, Defendant Cherry Lane

1 denies the allegations in this paragraph.

2 83. Answering Paragraph 83 of the Complaint, Defendant Cherry Lane  
3 denies the allegations in this paragraph.

4 **SECOND CLAIM FOR RELIEF**

5 **(Declaratory Judgment;**

6 **against all named defendants and DOES 1 through 10)**

7 84. Answering Paragraph 84 of the Complaint, Defendant Cherry Lane  
8 incorporates its answers and responses to Paragraphs 1-83 above, as if fully restated  
9 herein.

10 85. Answering Paragraph 85 of the Complaint, Defendant Cherry Lane  
11 lacks sufficient information to admit or deny the allegations contained in Paragraph  
12 85, and on that basis denies each and every such allegation.

13 86. Answering Paragraph 86 of the Complaint, Defendant Cherry Lane  
14 admits that, upon information and belief, Plaintiff seeks declaratory relief, but  
15 denies that he is entitled to such relief. As to the remaining allegations of Paragraph  
16 86, Defendant denies each and every such allegation.

17 87. Answering Paragraph 87 of the Complaint, Defendant Cherry Lane  
18 admits that, upon information and belief, Plaintiff seeks declaratory relief, but  
19 denies that he is entitled to such relief. As to the remaining allegations of Paragraph  
20 87, Defendant denies each and every such allegation.

21 **THIRD CLAIM FOR RELIEF**

22 **(Permanent injunction;**

23 **against all named defendants and DOES 1 through 10)**

24 88. Answering Paragraph 88 of the Complaint, Defendant Cherry Lane  
25 incorporates its answers and responses to Paragraphs 1-87 above, as if fully restated  
26 herein.

27 89. Answering Paragraph 89 of the Complaint, Defendant Cherry Lane  
28 denies the allegations in this paragraph.

1 90. Answering Paragraph 90 of the Complaint, Defendant Cherry Lane  
2 denies the allegations in this paragraph.

3 91. Answering Paragraph 91 of the Complaint, Defendant Cherry Lane  
4 admits that, upon information and belief, Plaintiff seeks an injunction, but denies  
5 that Plaintiff is entitled to an injunction of any sort, and further, notes that an  
6 injunction is a species of relief, not a discrete claim for relief.

7 92. Plaintiff's Complaint does not include a Paragraph 92, and therefore,  
8 no response is given for that numbered paragraph.

9 93. Plaintiff's Complaint does not include a Paragraph 93, and therefore,  
10 no response is given for that numbered paragraph.

11 **NATURE OF LIABILITY**

12 94. Answering Paragraph 94 of the Complaint, Defendant Cherry Lane  
13 denies the allegations of this paragraph.

14 **GENERAL RESPONSE**

15 Answering generally to all paragraphs of the Complaint, unless specifically  
16 and expressly admitted, all allegations are denied.

17 Answering generally to Plaintiff's Prayer for Relief, Defendant Cherry Lane  
18 denies that the Complaint states a claim upon which relief should be granted, and  
19 Defendant Cherry Lane denies that Plaintiff is entitled to the relief requested.  
20 Defendant Cherry Lane respectfully requests that the Complaint be dismissed with  
21 prejudice, and that Plaintiff's request for relief be denied, and for an award of  
22 attorneys' fees and costs.

23 **AFFIRMATIVE DEFENSES**

24 FIRST DEFENSE

25 (Failure to State a Claim)

26 1. The Complaint and all claims for relief alleged therein fail to state a  
27 claim upon which relief can be granted.

28 SECOND DEFENSE

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(License)

2. Plaintiff's claims and the relief requested are barred based on the existence of a valid license that authorized each of the Defendants to engage in the allegedly infringing conduct.

THIRD DEFENSE

(Statute of Limitations)

3. The Complaint is barred by the applicable statute of limitations.

FOURTH DEFENSE

(Consent)

4. Plaintiff's claims and the relief requested because he consented to allegedly wrongful conduct stated in the Complaint.

FIFTH DEFENSE

(Waiver)

5. Plaintiff's claims and relief requested are barred by the equitable doctrine of waiver.

SIXTH DEFENSE

(Acquiescence)

6. Plaintiff's claims and relief requested are barred by the equitable doctrine of acquiescence.

SEVENTH DEFENSE

(Estoppel)

7. Plaintiff's claims and relief requested are barred by the equitable doctrine of estoppel.

EIGHTH DEFENSE

(Laches)

8. This Complaint is barred in whole or in part by the equitable doctrine of laches.

NINTH DEFENSE

(Unclean Hands)

9. Plaintiff's claims and requested relief are barred by the equitable doctrine of unclean hands.

**RESERVATION OF RIGHTS**

Defendant Cherry Lane reserves the right, upon completion of its investigation and discovery, to advance such additional defenses and/or counterclaims as they may be appropriate.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant Cherry Lane prays for judgment against Plaintiff and awarding Defendant Cherry Lane its costs, interest, reasonable attorneys' fees, together with such other and further relief as the Court may deem proper.

Respectfully submitted,

Dated: March 4, 2011

**BRYAN CAVE LLP**  
Jonathan S. Pink  
Kara E. F. Cenar  
Mariangela M. Seale

By: /s/ Jonathan S. Pink

Jonathan S. Pink  
Attorneys for Defendants  
WILL ADAMS; ALLAN PINEDA; JAIME GOMEZ; STACY FERGUSON; WILL.I.AM MUSIC, INC.; CHERRY LANE MUSIC PUBLISHING COMPANY, INC.; TAB MAGNETIC, INC.; GEORGE PAJON, JR.; EMI BLACKWOOD MUSIC, INC.

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IRVINE, CALIFORNIA 92612-4414

1 **JURY TRIAL DEMAND**

2 Defendant Cherry Lane hereby demands a jury trial.

3  
4 Respectfully submitted,

5  
6 Dated: March 4, 2011

7 **BRYAN CAVE LLP**  
Jonathan S. Pink  
Kara E. F. Cenar  
Mariangela M. Seale

8  
9 By: /s/ Jonathan S. Pink

Jonathan S. Pink  
Attorneys for Defendants  
WILL ADAMS; ALLAN PINEDA; JAIME  
10 GOMEZ; STACY FERGUSON;  
11 WILL.I.AM MUSIC, INC.; CHERRY  
12 LANE MUSIC PUBLISHING COMPANY,  
13 INC.; TAB MAGNETIC, INC.; GEORGE  
14 PAJON, JR.; EMI BLACKWOOD MUSIC,  
15 INC.

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