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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 EMI  
BLACKWOOD MUSIC, 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,

Defendants.

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1 Defendant EMI Blackwood Music, Inc. (“Defendant EMI”) presents the  
2 following Answer to the Complaint of Plaintiff George Clinton (“Complaint”):

3 **NATURE OF THE ACTION**

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

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

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

15 **JURISDICTION AND VENUE**

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

20 5. Answering Paragraph 5 of the Complaint, Defendant EMI admits that it  
21 may be found in this district. As to the remaining allegations, Defendant EMI lacks  
22 sufficient information to admit or deny them, and on that basis, denies such  
23 allegations.

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

27 7. Answering Paragraph 7 of the Complaint, Defendant EMI lacks  
28 sufficient information to admit or deny the allegations in Paragraph 7, and on that



1 each and every such allegation.

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

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

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

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

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

17       21. Answering Paragraph 21 of the Complaint, Defendant EMI admits that  
18 Cherry Lane Music Publishing, Inc. is a music publisher, but denies the remaining  
19 allegations of this paragraph.

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

23       23. Answering Paragraph 23 of the Complaint, Defendant EMI admits that  
24 it is a Connecticut corporation, and is a publisher of the musical compositions “Shut  
25 Up” and “Shut Up Remix,” but denies the remaining allegations of this paragraph.

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

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

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

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

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

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

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

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

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

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

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

27           34.     Answering Paragraph 34 of the Complaint, Defendant EMI lacks  
28 sufficient information to admit or deny the allegations of Paragraph 34, and on that

1 basis, denies each and every such allegation.

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

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

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

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

14 **RELEASE OF SHUT UP REMIX**

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

19 40. Answering Paragraph 40 of the Complaint, Defendant EMI admits the  
20 allegations in this paragraph.

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

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

27 43. Answering Paragraph 43 of the Complaint, Defendant EMI lacks  
28 sufficient information to admit or deny the remaining allegations in this paragraph,

1 and on that basis, denies the same.

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

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

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

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

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

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

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

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

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

28 52. Answering Paragraph 52 of the Complaint, Defendant EMI admits the



1 allegations in this paragraph.

2       53. Answering Paragraph 53 of the Complaint, Defendant EMI admits the  
3 allegations in this paragraph.

4       54. Answering Paragraph 54 of the Complaint, Defendant EMI lacks  
5 sufficient information to admit or deny the allegations in this paragraph, and on that  
6 basis, denies the same.

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

10       56. Answering Paragraph 56 of the Complaint, Defendant EMI lacks  
11 sufficient information to admit or deny the allegations in this paragraph, and on that  
12 basis, denies the same.

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

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

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

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

25       61. Answering Paragraph 61 of the Complaint, Defendant EMI lacks  
26 sufficient information to admit or deny the allegations contained in Paragraph 61,  
27 and on that basis denies each and every such allegation.

28       62. Answering Paragraph 62 of the Complaint, Defendant EMI lacks

1 sufficient information to admit or deny the allegations contained in Paragraph 62,  
2 and on that basis denies each and every such allegation.

3 **LEGAL REQUIREMENTS OF SAMPLING**

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

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

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

11 65. Answering Paragraph 65 of the Complaint, Defendant EMI denies the  
12 allegations in this paragraph.

13 66. Answering Paragraph 66 of the Complaint, Defendant EMI denies the  
14 allegations in this paragraph.

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

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

23 69. Answering Paragraph 69 of the Complaint, Defendant EMI denies the  
24 allegations in this paragraph.

25 70. Answering Paragraph 70 of the Complaint, Defendant EMI denies the  
26 allegations in this paragraph.

27 71. Answering Paragraph 71 of the Complaint, Defendant EMI denies the  
28 allegations in this paragraph.



1 allegations in this paragraph.

2 **SECOND CLAIM FOR RELIEF**

3 **(Declaratory Judgment;**

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

5 84. Answering Paragraph 84 of the Complaint, Defendant EMI  
6 incorporates its answers and responses to Paragraphs 1-83 above, as if fully restated  
7 herein.

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

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

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

19 **THIRD CLAIM FOR RELIEF**

20 **(Permanent injunction;**

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

22 88. Answering Paragraph 88 of the Complaint, Defendant EMI  
23 incorporates its answers and responses to Paragraphs 1-87 above, as if fully restated  
24 herein.

25 89. Answering Paragraph 89 of the Complaint, Defendant EMI denies the  
26 allegations in this paragraph.

27 90. Answering Paragraph 90 of the Complaint, Defendant EMI denies the  
28 allegations in this paragraph.



1 allegedly infringing conduct.

2 THIRD DEFENSE

3 (Statute of Limitations)

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

5 FOURTH DEFENSE

6 (Consent)

7 4. Plaintiffs claims and the relief requested because he consented to  
8 allegedly wrongful conduct stated in the Complaint.

9 FIFTH DEFENSE

10 (Waiver)

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

13 SIXTH DEFENSE

14 (Acquiescence)

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

17 SEVENTH DEFENSE

18 (Estoppel)

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

21 EIGHTH DEFENSE

22 (Laches)

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

25 NINTH DEFENSE

26 (Unclean Hands)

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

1 **RESERVATION OF RIGHTS**

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

5 WHEREFORE, having fully answered Plaintiff’s Complaint, Defendant EMI  
6 prays for judgment against Plaintiff and awarding Defendant EMI its costs, interest,  
7 reasonable attorneys’ fees, together with such other and further relief as the Court  
8 may deem proper.

9 Respectfully submitted,

10  
11 Dated: March 4, 2011

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

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13  
14 By: /s/ Jonathan S. Pink

Jonathan S. Pink  
Attorneys for Defendants  
WILL ADAMS; ALLAN PINEDA; JAIME  
15 GOMEZ; STACY FERGUSON;  
16 WILL.I.AM MUSIC, INC.; CHERRY  
17 LANE MUSIC PUBLISHING COMPANY,  
18 INC.; TAB MAGNETIC, INC.; GEORGE  
PAJON, JR.; EMI BLACKWOOD MUSIC,  
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1 **JURY TRIAL DEMAND**

2 Defendant EMI 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  
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