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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.

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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 OF DEFENDANT
JAIME GOMEZ AND TAB
MAGNETIC, 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.

BRYAN CAVE LLP
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IRVINE, CALIFORNIA 92612-4414

1 Defendants JAIME GOMEZ, p/k/a Taboo, TAB MAGNETIC, INC. and
2 erroneously sued as d/b/a NAWASHA NETWORKS PUBLISHING (hereinafter
3 collectively referred to as “Defendant Gomez”) present the following Answer to
4 Plaintiff’s Complaint (“Complaint”):

5 **NATURE OF THE ACTION**

6 1. Answering Paragraph 1 of the Complaint, Defendant Gomez admits
7 that Plaintiff is asking for certain relief, but denies that Plaintiff is entitled to such
8 relief. Further, Defendant Gomez admits “Shut Up” was first released in 2003 and
9 two remixes were released in 2003 and 2009, respectively. Defendant Gomez
10 denies the remaining allegations.

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

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

17 **JURISDICTION AND VENUE**

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

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

26 6. Answering Paragraph 6 of the Complaint, Defendant Gomez admits
27 that he resides in Los Angeles County, California. As to the remaining allegations,
28 Defendant Gomez lacks sufficient information to admit or deny them, and on that

1 basis denies such allegations.

2 7. Answering Paragraph 7 of the Complaint, Defendant Gomez lacks
3 sufficient information to admit or deny the allegations of Paragraph 7, and on that
4 basis denies each and every such allegation.

5 8. Answering Paragraph 8 of the Complaint, Defendant Gomez admits
6 that Tab Magnetic, Inc. has conducted business in the State of California.
7 Defendant Gomez lacks sufficient information to admit or deny the remaining
8 allegations contained in Paragraph 8, and on that basis denies each and every such
9 allegation.

10 **PARTIES**

11 9. Answering Paragraph 9 of the Complaint, Defendant Gomez admits
12 Clinton is a well-known artist and composer. Defendant Gomez is without
13 sufficient information to admit or deny the remaining allegations of Paragraph 9,
14 and on that basis denies such allegations.

15 10. Answering Paragraph 10 of the Complaint, Defendant Gomez admits
16 that William Adams lives in California, is a founding member of the musical group,
17 The Black Eyed Peas, and has been credited as a producer and songwriter for
18 various songs released by that group. Except as otherwise admitted in this Answer,
19 Defendant Gomez is without sufficient information to admit or deny the allegations
20 of Paragraph 10, and on that basis denies such allegations.

21 11. Answering Paragraph 11 of the Complaint, Defendant Gomez admits
22 that Defendant Allan Pineda lives in California and is a founding member of the
23 musical group, The Black Eyed Peas, and has been credited as a songwriter for
24 various songs released by that group. Except as otherwise admitted in this Answer,
25 Defendant Gomez is without sufficient information to admit or deny the allegations
26 of Paragraph 11, and on that basis denies such allegations.

27 12. Answering Paragraph 12 of the Complaint, Defendant Gomez admits
28 that he lives in California and is a founding member of the musical group, The

1 Black Eyed Peas, and has been credited as a songwriter for various songs released
2 by that group. Defendant Gomez admits that “(Not Just) Knee Deep” was sampled
3 in certain remixes of “Shut Up” pursuant to a license. Except as otherwise admitted
4 in this Answer, Defendant Gomez lacks information sufficient to form a belief as to
5 what Plaintiff is informed or believes, and on that basis denies the remaining
6 allegations in this paragraph.

7 13. Answering Paragraph 13 of the Complaint, Defendant Gomez admits
8 that Defendant Stacy Ferguson first collaborated with The Black Eyed Peas on the
9 album Elephunk and performs vocally on certain remixes of the song “Shut Up.”
10 Except as otherwise admitted in this Answer, Defendant Gomez is without sufficient
11 information to admit or deny the allegations of Paragraph 13, and on that basis
12 denies such allegations.

13 14. Answering Paragraph 14 of the Complaint, Defendant Gomez admits
14 that Defendant George Pajon, Jr. is credited as a songwriter on various songs
15 released by the group, The Black Eyed Peas. Except as otherwise admitted in this
16 Answer, Defendant Gomez is without sufficient information to admit or deny the
17 allegations of Paragraph 14, and on that basis denies such allegations.

18 15. Answering Paragraph 15 of the Complaint, Defendant Gomez admits
19 that Defendant John Curtis is credited as a songwriter on various songs released by
20 the group, The Black Eyed Peas. Except as otherwise admitted in this Answer,
21 Defendant Gomez is without sufficient information to admit or deny the allegations
22 of Paragraph 15, and on that basis denies such allegations.

23 16. Answering Paragraph 16 of the Complaint, Defendant Gomez admits
24 that the remaining defendants are commercial entities within the music industry.
25 Except as otherwise admitted in this Complaint, Defendant Gomez is without
26 sufficient information to admit or deny the allegations of Paragraph 16, and on that
27 basis denies such allegations.

28 17. Answering Paragraph 17 of the Complaint, Defendant Gomez lacks

1 sufficient information to admit or deny the allegations contained in Paragraph 17,
2 and on that basis denies each and every such allegation.

3 18. Answering Paragraph 18 of the Complaint, Defendant Gomez lacks
4 sufficient information to admit or deny the allegations contained in Paragraph 18,
5 and on that basis denies each and every such allegation.

6 19. Answering Paragraph 19 of the Complaint, Defendant Gomez is
7 without sufficient information to admit or deny the allegations of Paragraph 19, and
8 on that basis denies such allegations.

9 20. Answering Paragraph 20 of the Complaint, Defendant Gomez lacks
10 information sufficient to form a belief as to what Plaintiff is informed or believes,
11 and on that basis denies the remaining allegations in this paragraph.

12 21. Answering Paragraph 21 of the Complaint, Defendant Gomez lacks
13 information sufficient to form a belief as to what Plaintiff is informed or believes,
14 and on that basis denies the allegations in this paragraph.

15 22. Answering Paragraph 22 of the Complaint, Defendant Gomez lacks
16 information sufficient to form a belief as to what Plaintiff is informed or believes,
17 and on that basis denies the allegations in this paragraph.

18 23. Answering Paragraph 23 of the Complaint, Defendant Gomez lacks
19 information sufficient to form a belief as to what Plaintiff is informed or believes,
20 and on that basis denies the allegations in this paragraph.

21 24. Answering Paragraph 24 of the Complaint, Defendant Gomez denies
22 that Tab Magnetic, Inc. is exploiting infringing sound recordings. Defendant
23 Gomez lacks information sufficient to form a belief as to what Plaintiff is informed
24 or believes, and on that basis denies the remaining allegations in this paragraph.

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

28 26. Answering Paragraph 26 of the Complaint, Defendant Gomez denies

1 the allegations in this paragraph.

2 27. Answering Paragraph 27 of the Complaint, Defendant Gomez denies
3 the allegations in this paragraph.

4 **SAMPLING “(NOT JUST) KNEE DEEP”**

5 28. Answering Paragraph 28 of the Complaint, Defendant Gomez admits
6 that certain remixes of “Shut Up” contain authorized samples of “(Not Just) Knee
7 Deep” pursuant to a license. Except as expressly admitted, Defendant Gomez
8 denies the allegations in this paragraph.

9 29. Answering Paragraph 29 of the Complaint, Defendant Gomez admits
10 that certain remixes of “Shut Up” contain authorized samples of “(Not Just) Knee
11 Deep” pursuant to a license. Except as expressly admitted, Defendant Gomez
12 denies the allegations in this paragraph.

13 30. Answering Paragraph 30 of the Complaint, Defendant Gomez admits
14 that certain remixes of “Shut Up” contain authorized samples of “(Not Just) Knee
15 Deep” pursuant to a license. Defendant Gomez further admits that sound recordings
16 of the musical compositions “Shut Up” and “Shut Up Remix” have been exploited
17 since their creation. Except as admitted herein, Defendant Gomez denies the
18 allegations in this paragraph.

19 31. Answering Paragraph 31 of the Complaint, Defendant Gomez admits
20 that, upon information and belief, a recording of “(Not Just)” Knee Deep” appears
21 on Funkadelic’s album “Uncle Jam Wants You,” and on information and belief it
22 has been sampled by many musical artists. Defendant Gomez lacks sufficient
23 information to admit or deny the remaining allegations of Paragraph 31, and on that
24 basis, denies such remaining allegations.

25 32. Answering Paragraph 32 of the Complaint, Defendant Gomez lacks
26 sufficient information to admit or deny the allegations of Paragraph 32, and on that
27 basis denies each and every such allegation.

28 33. Answering Paragraph 33 of the Complaint, Defendant Gomez lacks

1 sufficient information to admit or deny the allegations of Paragraph 33, and on that
2 basis denies each and every such allegation.

3 34. Answering Paragraph 34 of the Complaint, Defendant Gomez lacks
4 sufficient information to admit or deny the allegations of Paragraph 34, and on that
5 basis, denies each and every such allegation.

6 35. Answering Paragraph 35 of the Complaint, Defendant Gomez lacks
7 sufficient information to admit or deny the allegations of Paragraph 35, and on that
8 basis denies each and every such allegation.

9 36. Answering Paragraph 36 of the Complaint, Defendant Gomez lacks
10 sufficient information to admit or deny the allegations of Paragraph 36, and on that
11 basis denies each and every such allegation.

12 37. Answering Paragraph 37 of the Complaint, Defendant Gomez denies
13 the allegations in this paragraph.

14 38. Answering Paragraph 38 of the Complaint, Defendant Gomez denies
15 the allegations in this paragraph.

16 **RELEASE OF SHUT UP REMIX**

17 39. Answering Paragraph 39 of the Complaint, Defendant Gomez admits
18 the allegations in this paragraph.

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

21 41. Answering Paragraph 41 of the Complaint, Defendant Gomez lacks
22 information sufficient to form a belief as to what Plaintiff is informed or believes,
23 and on that basis denies the allegations in this paragraph.

24 42. Answering Paragraph 42 of the Complaint, Defendant Gomez, upon
25 information and belief, admits the allegations in this paragraph.

26 43. Answering Paragraph 43 of the Complaint, Defendant Gomez lacks
27 sufficient information to admit or deny the allegations set forth in this paragraph,
28 and on that basis denies the same.

1 44. Answering Paragraph 44 of the Complaint, Defendant Gomez admits
2 certain remixes have been exploited in singles. Defendant Gomez lacks
3 information as to which remixes Plaintiff is referring to, and on that basis denies the
4 remaining allegations of the paragraph

5 45. Answering Paragraph 45 of the Complaint, Defendant Gomez admits
6 that certain remixes contain authorized samples. Defendant Gomez lacks
7 information as to which remixes Plaintiff is referring to, and on that basis denies the
8 remaining allegations of the paragraph.

9 46. Answering Paragraph 46 of the Complaint, Defendant Gomez lacks
10 information as to which remixes Plaintiff is referring to, and on that basis denies the
11 remaining allegations of the paragraph.

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

15 48. Answering Paragraph 48 of the Complaint, Defendant Gomez denies
16 the allegations in this paragraph.

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

18 49. Answering Paragraph 49 of the Complaint, Defendant Gomez 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 Gomez 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 Gomez admits
25 that The Black Eyed Peas album, “The E.N.D.” was released in or about June of
26 2009, and that certain deluxe editions of the album contains a track entitled “Shut
27 the Phunk Up.” Defendant Gomez denies the remaining allegations of this
28 paragraph.

1 52. Answering Paragraph 52 of the Complaint, Defendant Gomez admits
2 that *The E.N.D.* was nominated by the Grammy Awards for “Album of the Year”
3 and won a Grammy Award for the “Best Pop Vocal Album” on or about January 31,
4 2010. Defendant Gomez denies the remaining allegations in this paragraph.

5 53. Answering Paragraph 53 of the Complaint, Defendant Gomez lacks
6 sufficient to form a belief as to what Plaintiff is informed or believes, and on that
7 basis denies the allegations in this paragraph.

8 54. Answering Paragraph 54 of the Complaint, Defendant Gomez lacks
9 sufficient to form a belief as to what Plaintiff is informed or believes, and on that
10 basis denies the allegations in this paragraph.

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

14 56. Answering Paragraph 56 of the Complaint, Defendant Gomez lacks
15 sufficient information to admit or deny the allegations contained in Paragraph 56,
16 and on that basis denies each and every such allegation.

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

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

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

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

1 61. Answering Paragraph 61 of the Complaint, Defendant Gomez lacks
2 sufficient information to admit or deny the allegations contained in Paragraph 61,
3 and on that basis denies each and every such allegation.

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

7 **LEGAL REQUIREMENTS OF SAMPLING**

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

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

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

15 65. Answering Paragraph 65 of the Complaint, Defendant Gomez denies
16 the allegations in this paragraph.

17 66. Answering Paragraph 66 of the Complaint, Defendant Gomez denies
18 the allegations in this paragraph.

19 67. Answering Paragraph 67 of the Complaint, Defendant Gomez lacks
20 sufficient information to admit or deny the allegations contained in Paragraph 67,
21 and on that basis denies each and every such allegation.

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

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

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

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

3 72. Answering Paragraph 72 of the Complaint, Defendant Gomez denies
4 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 Gomez
10 incorporates his answers and responses to Paragraphs 1-72 above, as if fully restated
11 herein.

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

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

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

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

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

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

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

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

28 82. Answering Paragraph 82 of the Complaint, Defendant Gomez denies

1 the allegations in this paragraph.

2 83. Answering Paragraph 83 of the Complaint, Defendant Gomez denies
3 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 Gomez
8 incorporates his answers and responses to Paragraphs 1-83 above, as if fully restated
9 herein.

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

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

17 87. Answering Paragraph 87 of the Complaint, Defendant Gomez admits
18 that, upon information and belief, Plaintiff seeks declaratory relief, but denies that
19 he is entitled to such relief. As to the remaining allegations of Paragraph 87,
20 Defendant Gomez 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 Gomez
25 incorporates his answers and responses to Paragraphs 1-87 above, as if fully restated
26 herein.

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

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

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

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

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

11 **NATURE OF LIABILITY**

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

14 **PRAYER FOR RELIEF**

15 Defendant Gomez denies that Plaintiff is entitled to any of the relief requested
16 in his Prayer for Relief.

17 **AFFIRMATIVE DEFENSES**

18 **FIRST DEFENSE**

19 (Failure to State a Claim)

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

22 **SECOND DEFENSE**

23 (License)

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

27 **THIRD DEFENSE**

28 (Statute of Limitations)

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

2 FOURTH DEFENSE

3 (Consent)

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

6 FIFTH DEFENSE

7 (Waiver)

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

10 SIXTH DEFENSE

11 (Acquiescence)

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

14 SEVENTH DEFENSE

15 (Estoppel)

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

18 EIGHTH DEFENSE

19 (Laches)

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

22 NINTH DEFENSE

23 (Unclean Hands)

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

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27 **RESERVATION OF RIGHTS**

28 Defendant Gomez reserves the right, upon completion of his investigation and

1 discovery, to advance such additional defenses and/or counterclaims as they may be
2 appropriate.

3 WHEREFORE, having fully answered Plaintiff's Complaint, Defendant
4 Gomez prays for judgment against Plaintiff and awarding Defendant Gomez his
5 costs, interest, reasonable attorneys' fees, together with such other and further relief
6 as the Court may deem proper.
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9 Respectfully submitted,

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11 Dated: March 4, 2011

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

12
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
19 PAJON, JR.; EMI BLACKWOOD MUSIC,
20 INC.
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1 **JURY TRIAL DEMAND**

2 Defendant Gomez hereby demands a jury trial.

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4 Respectfully submitted,

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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
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