

BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CALIFORNIA 92612-4414

1 **BRYAN CAVE LLP**
Jonathan Pink (California Bar No. 179685)
2 3161 Michelson Drive, Suite 1500
Irvine, California 92612-4414
3 Telephone: (949) 223-7000
Facsimile: (949) 223-7100
4 E-mail: jonathan.pink@bryancave.com

5 **BRYAN CAVE LLP**
Kara E. F. Cenar (*Pro Hac Vice Pending*)
6 Mariangela M. Seale (*Pro Hac Vice Pending*)
161 North Clark Street, Suite 4300
7 Chicago, Illinois 60601-3315
Telephone: (312) 602-5000
8 Facsimile: (312) 602-5050
E-mail: kara.cenar@bryancave.com
9 merili.seale@bryancave.com

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
GEORGE PAJON, JR. AND EL
CUBANO 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,

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Defendants.

BRYAN CAVE LLP
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IRVINE, CALIFORNIA 92612-4414

1 Defendant George Pajon, Jr. and El Cubano Music, Inc. (collectively,
2 “Defendant Pajon”) presents the following Answer to the Complaint of Plaintiff
3 George Clinton (“Complaint”):

4 **NATURE OF THE ACTION**

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

10 2. Answering Paragraph 2 of the Complaint, Defendant Pajon 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 Pajon admits that
14 Plaintiff is asking for certain relief, but denies that Plaintiff is entitled to such relief,
15 and further denies the remaining allegations of the paragraph.

16 **JURISDICTION AND VENUE**

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

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

25 6. Answering Paragraph 6 of the Complaint, Defendant Pajon admits that
26 he resides in Los Angeles County, but as to the remaining allegations of Paragraph
27 6, he lacks sufficient information to admit or deny them, and on that basis, denies
28 each and every such remaining allegation.

1 15. Answering Paragraph 15 of the Complaint, Defendant Pajon lacks
2 sufficient information to admit or deny these allegations, and on that basis denies
3 each and every such allegation.

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

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

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

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

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

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

22 22. Answering Paragraph 22 of the Complaint, Defendant Pajon admits
23 that El Cubano Music, Inc. is a California corporation and its current status is
24 suspended. Defendant Pajon also admits that El Cubano Music, Inc. is a publisher
25 the musical compositions of various songs performed by the Black Eyed Peas.
26 Defendant Pajon denies the remaining allegations of Paragraph 22.

27 23. Answering Paragraph 23 of the Complaint, Defendant Pajon admits
28 that it is a Connecticut corporation, and is a publisher of the musical compositions

1 “Shut Up” and “Shut Up Remix,” but denies the remaining allegations of this
2 paragraph.

3 24. Answering Paragraph 24 of the Complaint, Defendant Pajon is without
4 sufficient information to admit or deny the allegations of Paragraph 24, and on that
5 basis denies such allegations.

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

9 26. Answering Paragraph 26 of the Complaint, Defendant Pajon denies the
10 allegations in this paragraph.

11 27. Answering Paragraph 27 of the Complaint, Defendant Pajon denies the
12 allegations in this paragraph.

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

14 28. Answering Paragraph 28 of the Complaint, Defendant Pajon lacks
15 sufficient information to admit or deny these allegations, and on that basis denies
16 each and every such allegation.

17 29. Answering Paragraph 29 of the Complaint, Defendant Pajon lacks
18 sufficient information to admit or deny these allegations, and on that basis denies
19 each and every such allegation.

20 30. Answering Paragraph 30 of the Complaint, Defendant Pajon lacks
21 sufficient information to admit or deny these allegations, and on that basis denies
22 each and every such allegation.

23 31. Answering Paragraph 31 of the Complaint, Defendant Pajon lacks
24 sufficient information to admit or deny these allegations, and on that basis denies
25 each and every such allegation.

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

1 42. Answering Paragraph 42 of the Complaint, Defendant Pajon lacks
2 sufficient information to admit or deny these allegations, and on that basis denies
3 each and every such allegation.

4 43. Answering Paragraph 43 of the Complaint, Defendant Pajon lacks
5 sufficient information to admit or deny the remaining allegations in this paragraph,
6 and on that basis, denies the same.

7 44. Answering Paragraph 44 of the Complaint, Defendant Pajon lacks
8 sufficient information to admit or deny the allegations in this paragraph, and on that
9 basis, denies the same.

10 45. Answering Paragraph 45 of the Complaint, Defendant Pajon lacks
11 sufficient information to admit or deny the allegations in this paragraph, and on that
12 basis, denies the same.

13 46. Answering Paragraph 46 of the Complaint, Defendant Pajon lacks
14 sufficient information to admit or deny the allegations in this paragraph, and on that
15 basis, denies the same.

16 47. Answering Paragraph 47 of the Complaint, Defendant Pajon lacks
17 sufficient information to admit or deny the allegations in this paragraph, and on that
18 basis, denies the same.

19 48. Answering Paragraph 48 of the Complaint, Defendant Pajon lacks
20 sufficient information to admit or deny the allegations set forth in this paragraph,
21 and on that basis denies the same.

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

23 49. Answering Paragraph 49 of the Complaint, Defendant Pajon lacks
24 sufficient information to admit or deny the allegations contained in Paragraph 49,
25 and on that basis, denies each and every allegation.

26 50. Answering Paragraph 50 of the Complaint, Defendant Pajon lacks
27 sufficient information to admit or deny the allegations contained in Paragraph 50 of
28 the Complaint, and on that basis denies each and every such allegation.

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

5 52. Answering Paragraph 52 of the Complaint, Defendant Pajon admits the
6 allegations in this paragraph.

7 53. Answering Paragraph 53 of the Complaint, Defendant Pajon admits the
8 allegations in this paragraph.

9 54. Answering Paragraph 54 of the Complaint, Defendant Pajon lacks
10 sufficient information to admit or deny the allegations in this paragraph, and on that
11 basis, denies the same.

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

15 56. Answering Paragraph 56 of the Complaint, Defendant Pajon lacks
16 sufficient information to admit or deny the allegations in this paragraph, and on that
17 basis, denies the same.

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

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

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

27 60. Answering Paragraph 60 of the Complaint, Defendant Pajon lacks
28 sufficient information to admit or deny the allegations contained in Paragraph 60,

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

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

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

8 **LEGAL REQUIREMENTS OF SAMPLING**

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

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

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

16 65. Answering Paragraph 65 of the Complaint, Defendant Pajon denies the
17 allegations in this paragraph.

18 66. Answering Paragraph 66 of the Complaint, Defendant Pajon denies the
19 allegations in this paragraph.

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

25 68. Answering Paragraph 68 of the Complaint, Defendant Pajon lacks
26 sufficient information to admit or deny the allegations contained in Paragraph 68,
27 and on that basis, denies each and every such allegation.

28 69. Answering Paragraph 69 of the Complaint, Defendant Pajon denies the

1 allegations in this paragraph.

2 70. Answering Paragraph 70 of the Complaint, Defendant Pajon denies the
3 allegations in this paragraph.

4 71. Answering Paragraph 71 of the Complaint, Defendant Pajon denies the
5 allegations in this paragraph.

6 72. Answering Paragraph 72 of the Complaint, Defendant Pajon denies the
7 allegations in this paragraph.

8 **FIRST CLAIM FOR RELIEF**

9 **(Copyright infringement (sound recording)**

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

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

12 73. Answering Paragraph 73 of the Complaint, Defendant Pajon
13 incorporates his answers and responses to Paragraphs 1-72 above, as if fully restated
14 herein.

15 74. Answering Paragraph 74 of the Complaint, Defendant Pajon denies the
16 allegations in this paragraph.

17 75. Answering Paragraph 75 of the Complaint, Defendant Pajon denies the
18 allegations in this paragraph.

19 76. Answering Paragraph 76 of the Complaint, Defendant Pajon denies the
20 allegations in this paragraph.

21 77. Answering Paragraph 77 of the Complaint, Defendant Pajon denies the
22 allegations in this paragraph.

23 78. Answering Paragraph 78 of the Complaint, Defendant Pajon denies the
24 allegations in this paragraph.

25 79. Answering Paragraph 79 of the Complaint, Defendant Pajon denies the
26 allegations in this paragraph.

27 80. Answering Paragraph 80 of the Complaint, Defendant Pajon denies the
28 allegations in this paragraph.

1 herein.

2 89. Answering Paragraph 89 of the Complaint, Defendant Pajon denies the
3 allegations in this paragraph.

4 90. Answering Paragraph 90 of the Complaint, Defendant Pajon denies the
5 allegations in this paragraph.

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

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

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

14 **NATURE OF LIABILITY**

15 94. Answering Paragraph 94 of the Complaint, Defendant Pajon denies the
16 allegations of this paragraph.

17 **GENERAL RESPONSE**

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

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

25 **AFFIRMATIVE DEFENSES**

26 **FIRST DEFENSE**

27 (Failure to State a Claim)

28 1. The Complaint and all claims for relief alleged therein fail to state a

1 claim upon which relief can be granted.

2 SECOND DEFENSE

3 (License)

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

7 THIRD DEFENSE

8 (Statute of Limitations)

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

10 FOURTH DEFENSE

11 (Consent)

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

14 FIFTH DEFENSE

15 (Waiver)

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

18 SIXTH DEFENSE

19 (Acquiescence)

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

22 SEVENTH DEFENSE

23 (Estoppel)

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

26 EIGHTH DEFENSE

27 (Laches)

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

1 of laches.

2 NINTH DEFENSE

3 (Unclean Hands)

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

6
7 **RESERVATION OF RIGHTS**

8 Defendant Pajon reserves the right, upon completion of his investigation and
9 discovery, to advance such additional defenses and/or counterclaims as they may be
10 appropriate.

11 WHEREFORE, having fully answered Plaintiff's Complaint, Defendant
12 Pajon prays for judgment against Plaintiff and awarding Defendant Pajon his costs,
13 interest, reasonable attorneys' fees, together with such other and further relief as the
14 Court may deem proper.

15 Respectfully submitted,

16
17 Dated: March 4, 2011

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

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19
20 By: /s/ Jonathan S. Pink

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

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1 **JURY TRIAL DEMAND**

2 Defendant Pajon 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
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