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10 Attorneys for Plaintiff GEORGE CLINTON

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13 GEORGE CLINTON, an individual,) CASE NO. CV 10-9476 ODW(PLAx)
 14)
 15 Plaintiff,) The Honorable Otis D. Wright
 16)
 17 vs.)
 18) **FEDERAL RULE OF CIVIL**
 19) **PROCEDURE 26(F) JOINT**
 20) **REPORT**
 21 WILL ADAMS, p/k/a will.i.am,)
 22 individually and d/b/a WILL.I.AM)
 23 MUSIC PUBLISHING, an individual;)
 24 ALLAN PINEDA, p/k/a/ apl.de.ap,)
 25 individually and d/b/a JEEPNEY) Date: April 25, 2011
 26 MUSIC PUBLISHING, an individual;) Time: 1:30 p.m.
 27 JAIME GÓMEZ, p/k/a Taboo,) Ctrm: 11
 28 individually and d/b/a NAWASHA)
 NETWORKS PUBLISHING, an)
 individual; STACY FERGUSON, p/k/a)
 Fergie, an individual; GEORGE)
 PAJON, JR., an individual; JOHN)
 CURTIS, an individual; UNIVERSAL)
 MUSIC GROUP, INC., a Delaware)
 corporation; UMG RECORDINGS,)
 INC., a Delaware corporation; WILL I)
 AM MUSIC, INC., a California)
 corporation; CHERRY LANE MUSIC)
 PUBLISHING COMPANY, INC., a)

1 New York corporation; EL CUBANO)
 2 MUSIC, INC., a California corporation;)
 3 EMI BLACKWOOD MUSIC INC., a)
 4 Connecticut corporation; TAB)
 5 MAGNETIC, INC., a California)
 6 corporation; and DOES 1 through 10,)
 7)
 8)
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Defendants.)

8 Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure, Local Rule
 9 26-1, and this Court’s Order Setting Scheduling Conference, Plaintiff George
 10 Clinton (“Plaintiff” or “Clinton”) and Defendants Will Adams, Allan Pineda,
 11 Jaime Gomez, Stacy Ferguson, George Pajon, Jr., Universal Music Group, Inc.,
 12 UMG Recordings, Inc., Will I Am Music, Inc., Cherry Lane Music Publishing
 13 Company, Inc., El Cubano Music, Inc., EMI Blackwood Music, Inc., and Tab
 14 Magnetic, Inc. (collectively, “Defendants”) hereby submit the following Joint
 15 Rule 26(f) Report:^{1 2}

19 **A. Statement of the Case**

20 This is an action for copyright infringement.

21 *Plaintiff’s Statement of the Case:*

22 Plaintiff George Clinton is a renowned recording artist, composer and
 23 producer who has performed professionally both as a solo artist and as a member
 24 of such well-known groups as Parliament, Funkadelic, and the P-Funk All Stars.
 25

27 ¹ As required by the Federal Rules and Local Rules, the parties through their counsel conducted the Rule
 26 conference via telephone on March 31, 2011.

28 ² Defendant John Curtis was served a copy of the Summons and Complaint on March 1, 2011 but has not
 yet answered or otherwise responded.

1 He has been recording and releasing records since approximately 1970. Clinton
2 owns and is the copyright owner of the sound recording “(Not Just) Knee Deep,”
3 a hit song on the 1979 album *Uncle Jam Wants You* by the musical group
4 Funkadelic. Based on a June 2005 Finding of Fact and Conclusions of Law and
5 a Judgment by the Hon. Manual L. Real, Judge for the United States District
6 Court, Central District of California establishing that Clinton has been since 1993
7 the sole owner of the sound recordings contained on four Funkadelic albums,
8 Clinton has been the sole owner of the sound recording “(Not Just) Knee Deep”
9 since 1993.
10

11 Defendants Will Adams, Allan Pineda, Jaime Gomez, and Stacy Ferguson
12 are the core members of the musical Group the Black Eyed Peas (“BEP”). The
13 sound recording “(Not Just) Knee Deep” was “sampled” without permission from
14 Clinton on a remix of the BEP hit song Shut Up, first released in 2003, and then
15 sampled again without permission on the remix of the BEP song “Shut the Phunk
16 Up,” released on or about June 2009. Sampling is the practice of taking a piece
17 of a pre-existing sound recording and using that piece as an element of a new
18 sound recording.
19

20 The Defendants exploited and profited from the unauthorized sampling of
21 “(Not Just) Knee Deep” from domestic and international sales of CDs, vinyl
22 records, DVDs, Internet downloads, licensing and live performances. The named
23 Defendants have aided and abetted in the recording, reproduction, distribution,
24 performance, adaptation, licensing or other exploitation of the infringing work.
25 Defendants’ conduct constitutes copyright infringement, in violation of the
26 Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 et seq.
27
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1 Defendants' infringing conduct was willful, as defined by the Copyright
2 Act. For example, in approximately July 2009, Clinton's assistant exchanged text
3 messages with Will Adams for the purpose of negotiating a license agreement
4 directly with Clinton for sampling "(Not Just) Knee Deep," but no agreement was
5 reached. Additionally in approximately March 2010 attorney Robert Allan, on
6 behalf of Clinton, informed attorney Rachel Rosoff, who represented BEP, and
7 informed Interscope, that Clinton has not entered into a license agreement for the
8 sampling of the sound recording "(Not Just) Knee Deep". Interscope is a record
9 label used by defendants Universal Music Group, Inc. and/or UMG Recordings,
10 Inc. that produced, distributed, sold, licensed or otherwise exploited the infringing
11 remixes of the BEP songs "Shut Up" and "Shut the Phunk Up." Although given
12 notice, the Defendants to date have not obtained a license or permission from
13 Clinton to sample "(Not Just) Knee Deep."
14

15
16 Ms. Rosoff informed Mr. Allan that BEP had obtained a license for use of
17 the sound recording "(Not Just) Knee Deep." She produced a two (2) page letter
18 from DMG Clearances, Inc. stating the terms of the putative license. The putative
19 license was not signed by Clinton and was apparently forged. Clinton does not
20 know who signed his name. To date, Clinton has not received any money,
21 directly or indirectly, for use of the sound recording "(Not Just) Knee Deep" in
22 the remixes of the BEP songs "Shut Up" or "Shut the Phunk Up."
23

24 *Defendants' Statement of the Case:*

25 This case is simple. Defendants obtained valid licenses to use the sound
26 recording of "(Not Just) Knee Deep." Advanced payments were made, and
27 cashed, pursuant to those licenses. The licenses cover the uses at issue in this
28 case, *i.e.*, the sampling of "(Not Just) Knee Deep)" in connection with two

1 remixes of The Black Eyed Peas' work, "Shut Up." Plaintiff is belatedly
2 challenging the validity of the licenses through this lawsuit. Plaintiff's challenge
3 now, however, would not change the license, implied license, acquiescence for
4 any prior use, or Plaintiff's waiver of these claims. In addition, some of Plaintiff's
5 challenge is beyond the statute of limitations.

6 Plaintiff has also sued a number of publishing entities which it knows, and
7 has been informed, are improperly added to this lawsuit. Plaintiff has further
8 sued an individual defendant which it knows and has been informed has assigned
9 all rights, if any, to another named party. These Defendants have no liability
10 regardless of the licensing issue Plaintiff raises in the lawsuit.

11 Moreover, the fact that Defendants sought and obtained a license (*i.e.*,
12 permission to use the work in question) fatally undermines Plaintiff's claim of
13 willful copyright infringement.

14 Plaintiff also seeks to interpose issues subordinate to the primary issue,
15 such as a declaration that he owns the allegedly infringing sound recordings
16 created by Defendants and negating any licensing agreements relating to the
17 exploitation of the allegedly infringing works. These claims will be shown to be
18 without basis.

19
20 **B. Subject Matter Jurisdiction**

21 This Court has subject matter jurisdiction over this action under 28 U.S.C.
22 §§ 1331 (federal question) and 1338(a) (any act of Congress relating to copyright)
23 and under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

24
25 **C. Principal Legal Issues**

26 *Plaintiff's Statement of the Principal Legal Issues:*
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1 1. Whether Defendants are liable for copyright infringement for the
2 unauthorized sampling of the sound recording “(Not Just) Knee Deep.”

3 *Defendants’ Statement of the Principal Legal Issues*

4 Defendants submit that the principal legal issues are: (1) whether Plaintiff
5 can satisfy the elements of a copyright infringement action, *i.e.*, ownership of a
6 valid copyright and copying by the defendants; and (2) whether Plaintiff’s claims
7 are barred by any of Defendants’ defenses, including license, consent, waiver,
8 acquiescence, estoppel, laches, and the statute of limitations in copyright actions
9 as set forth in 17 U.S.C. § 507.
10

11 **D. Parties / Evidence**

12 1. Parties:

13 a. Plaintiff: George Clinton

14 b. Defendants: Will Adams, d/b/a Will.i.am Music Publishing;
15 Allan Pineda d/b/a Jeepney Music Publishing; Jaime Gomez; Stacy
16 Ferguson; George Pajon, Jr.; John Curtis; Universal Music Group,
17 Inc.; UMG Recordings, Inc.; Will I Am Music, Inc.; Cherry Lane
18 Music Publishing Company; Inc., El Cubano Music, Inc.; EMI
19 Blackwood Music, Inc.; and, Tab Magnetic, Inc.
20

21 2. Percipient Witnesses:

22 a. Plaintiff has identified the following percipient witnesses:
23 George Clinton, Carlon Scott, Barbarella Bishop, Eban Kelly, Virgil
24 Roberts, Craig Marshall, Deborah Mannis-Gardner, Janice Shreve,
25 Stephen Moelis, Todd Douglas, person must knowledgeable from
26 DMG Clearances, Inc.; individual defendants and entity defendants’
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1 employees, including persons must knowledgeable, regarding sales,
2 distribution, performance and exploitation of the remix of the BEP
3 songs “Shut Up” and “Shut the Phunk Up.”
4

5 b. Defendants do not believe that all of the witnesses identified
6 by Plaintiff will have percipient knowledge relevant to the issues in
7 this case. At this point, Defendants are not aware of any potential
8 witnesses not on Plaintiff’s list.

9 3. Key Documents:

10 a. Plaintiff identifies the following categories of documents:
11 Copyright filings evidencing ownership of the sound recording “(Not
12 Just) Knee Deep”; Court Findings of Fact and Conclusions of Law
13 and Judgment establishing ownership of sound recording of “(Not
14 Just) Knee Deep”; cease and desist letter dated March 18, 2010 to
15 BEP attorney; putative licensing agreement(s) / authorization(s) that
16 Plaintiffs contend bear forged signature(s) of George Clinton.
17

18 b. Defendants identify the following categories of documents:
19 documents establishing the authority and/or apparent authority of
20 Plaintiff’s agents to enter into the putative license on Plaintiff’s
21 behalf; documents evidencing the issuance of payment to Plaintiff
22 and his agents in exchange for said license; and documents related to
23 ownership interests in the work allegedly infringed.
24

25 **E. Damages**

26 Plaintiff has not completed discovery as to the magnitude of the
27 infringement of the sound recording “(Not Just) Knee Deep” and the profits
28

1 received from the unauthorized exploitation thereof. Plaintiff does not know his
2 damages at this time. Plaintiff is entitled to reasonable attorney fees.

3
4 Defendants deny that Plaintiff is entitled to any recovery whatsoever and
5 deny that Plaintiff is entitled to an award of attorneys' fees. Upon conclusion of
6 this case, Defendants intend seek recovery of their attorneys' fees under the
7 Copyright Act as well as any and all other relief to be granted by the Court.

8 **F. Insurance**

9 Plaintiff is unaware of any insurance coverage relevant to this action.

10 Defendants are not parties to any agreement pursuant to which an insurer
11 would potentially be liable for any damages in this case.

12 **G. Complex Cases**

13 The parties agree that this is not a complex case such that the Manual for
14 Complex Litigation need be utilized.

15 **H. Status of Discovery**

16 No discovery has yet been undertaken in this action.

17 **I. Discovery – Subjects On Which Discovery Needed**

18 The Parties agree to exchange initial disclosures on or before May 9, 2011,
19 pursuant to the statutory deadline for the exchange. All discovery will be
20 completed on or before January 16, 2012.

21 **A. Plaintiff's Discovery Plan**

22 Plaintiff anticipates taking the following depositions:

23 1. Defendants Will Adams and potentially other band members,
24 on the issues of, among other things, their role obtaining putative permission or
25 failing to obtain permission for use of the sound recording "(Not Just) Knee
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1 Deep”, the extent of the exploitation of the sound recording, and affirmative
2 defenses; employees most knowledgeable from defendants Universal Music
3 Group, Inc. and UMG Recordings, Inc. (the “UMG Defendants”) on issue of,
4 among other things, any putative clearance of rights to the sound recording and
5 musical composition of “(Not Just) Knee Deep” and exploitation of the remixes
6 of “Shut Up” and “Shut the Phunk Up,” the UMG Defendants’ clearance policies
7 and procedures, and their affirmative defenses.
8

9 2. Third parties Eban Kelly and/or the person must
10 knowledgeable from Eban Multi-Media Group, on the issues of, among other
11 things, any putative authorizations for use of the sound recording “(Not Just)
12 Knee Deep” and subpoena(s) for documents related to these subjects; the person
13 must knowledgeable from DMG Clearances, Inc., on the issues of, among other
14 things, any putative authorizations for use of the sound recording “(Not Just)
15 Knee Deep” and subpoena(s) for documents related to these issues; Armand
16 Boladian and/or the person most knowledgeable from Bridgeport Music, on the
17 issue of, among other things, any authorizations for use of the song “(Not Just)
18 Knee Deep” and subpoena for documents relating to these issues.
19

20 3. Depending on what Plaintiff learns from the above depositions and
21 from the responses to written discovery, Plaintiff reserves the right to take
22 additional depositions from the Defendants or third parties regarding, among
23 other things, the unauthorized use and exploitation of “(Not Just) Knee Deep” and
24 the profits realized from such exploitation.
25

26 The parties have not yet scheduled dates for these depositions.
27
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1 Plaintiff anticipates serving requests for admission, document requests, and
2 interrogatories on at least the following subjects:

3
4 1. Defendants' roles in making the decision to sample "(Not Just) Knee
5 Deep" in both the remix of "Shut Up" and the remix of "Shut the Phunk Up";
6 actual use and exploitation of the sound recording "(Not Just) Knee Deep," any
7 efforts to obtain a license for the use of "(Not Just) Knee Deep" and any putative
8 licenses obtained; the revenue derived from the commercial exploitation of "(Not
9 Just) Knee Deep" by the Defendants; the expenses and net profits incurred/
10 received by Defendants in connection with the commercial exploitation of "(Not
11 Just) Knee Deep"; the roles of third parties who may have aided the Defendants
12 in the commercial exploitation of "(Not Just) Knee Deep"; the sales figures, both
13 domestic and international, of the songs and remixes of the songs "Shut Up" and
14 "Shut the Phunk Up"; and Defendants' claimed affirmative defenses.
15

16 Plaintiff does not see a need for discovery to be conducted in phases or
17 limited to or focused on particular issues. Plaintiff does not anticipate the need
18 for the Court to impose limitations or changes to the rules regarding discovery.
19 Plaintiff does not see a need for a Rule 16 order by the Court at this time.
20 Plaintiff does not see a need for any protective order.
21

22 **B. Defendants' Discovery Plan**

23 As of this time, Defendants anticipate that discovery will take place on the
24 following subjects: (1) ownership of the sound recording of "(Not Just) Knee
25 Deep"; (2) the licensing of the "(Not Just) Knee Deep" in connection with this
26 matter and well as other instances; (3) the licensing history of other sound
27 recordings in which the Plaintiff has an ownership stake; and (4) financial issues
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1 related to Plaintiff's claims of entitlement to monetary relief. Discovery will also
2 be taken on issues related to Defendants' defenses, including: (1) valid license;
3 (2) statute of limitations; (3) consent; (4) waiver; (5) acquiescence; (6) estoppel;
4 (7) laches; and (8) unclean hands.
5

6 Defendants reserve the right to take up to 10 depositions, excluding expert
7 depositions. Defendants also reserve the right to take discovery on other issues
8 and claims as they may unfold throughout the course of this litigation.

9 There will be expert discovery in this case, and related expert discovery
10 and depositions are expected.

11 **J. Issues Regarding Electronically Stored Information**

12 Plaintiff seeks sales figures stored electronically on databases believed to
13 be maintained by defendants Universal Music Group, Inc. and UMG Recordings,
14 Inc. and by third parties such as SoundScan, and possibility other databases, both
15 domestic and international. Plaintiff also seeks email communications between
16 members of the BEP, and their associated companies, including companies
17 involved in the distribution and exportation, and sales of the songs "Shut Up" and
18 "Shut the Phunk Up" and their remixes.

19 Plaintiff anticipates there will not be an extensive amount of relevant
20 documents in this Action. To the extent there are relevant documents in
21 electronic form, Plaintiff requests a copy in native format.

22 Defendants will seek the production of electronically stored information in
23 TIFF format or such other format as will be capable of uploading into counsel's
24 systems. Defendants will request that metadata be preserved even where
25 production of the same is not requested, as Defendants anticipate that an issue
26 may arise that calls for the production of the same. With respect to the discovery
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1 of any sound files or music files, Defendants anticipate seeking the same in native
2 format, but reserve the right to revisit this issue if necessary.

3 **K. Issues Regarding Privilege Or Protection**

4 Plaintiff does not see a need at this time for the parties to enter into a
5 confidentiality agreement or protective order.

6 Defendants anticipate the need for the parties to enter into a confidentiality
7 agreement and will seek a protective order reflecting the same.

8 **L. Changes That Should Be Made In Limitations On Discovery**

9 Since the allegations in this action involve the alleged unauthorized
10 infringement of a single song recording, “(Not Just) Knee Deep,” discovery is
11 necessarily circumscribed. Plaintiff is not aware of any additional limitations
12 needed on discovery at this time.

13 Defendants propose that given the nature of the individual Defendants’
14 work and related travel, including their 2011 tour, that no depositions be set by
15 merely issuing a Notice under Rule 30. The parties should be required to meet
16 and confer with respect to date, time and location in an effort to accommodate the
17 work and travel schedules of the parties.

18 **M. Other Orders The Court Should Issue**

19 Other than a Scheduling Order, Plaintiff does not at this time identify any
20 other orders that the Court should issue.

21 A copy of the Schedule of Pretrial and Trial Dates is attached hereto.

22 **N. Expert Discovery**

23 The parties agree that initial expert witness disclosure should be completed
24 on or before November 14, 2011;

25 Rebuttal expert witness disclosure should be completed on or before
26 December 12, 2011; and

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1 Expert discovery should be completed on or before discovery cut off on
2 January 16, 2012.

3 **O. Dispositive Motions**

4 Plaintiff does not contemplate at this time that he will file a motion for
5 summary judgment, but reserves the right to do so. Plaintiff also reserves the
6 right to file a Motion for Preliminary Injunction to enjoin sales of infringing
7 works. The parties agree that the dispositive motion cut-off date shall be
8 February 27, 2012.

9 Defendants may file a motion for summary judgment as to the issue of
10 infringement, and reserve the right to do so. Defendants also may file a motion
11 for a protective order governing confidentiality under Fed. R. Civ. P. 26(c)(1)(G),
12 Rule 26(c)(1)(B) and (E) regarding time and place for deposition, and persons
13 who may be present while discovery is conducted.

14 **P. Settlement**

15 Counsel for Plaintiff and counsel for the BEP and several other Defendants
16 have engaged in settlement discussions. It is unlikely that the settlement
17 discussions will be successful until the Plaintiff ascertains the amount of revenues
18 realized from the commercial exploitation of BEP works sampling “(Not Just)
19 Knee Deep.”

20 Hendricks & Lewis PLLC (“H&L”), a judgment creditor of Plaintiff, filed
21 a lien on this action. Plaintiff believes that settlement may not be possible
22 without the approval and/or consent of H&L.

23 Plaintiff would prefer that settlement be conducted by a magistrate judge
24 who is not assigned to this case, pursuant to Settlement Procedure No. 4 under
25 Local Rule 16-15.4, which permits “such other settlement mechanism proposed
26 by the parties and approved by the court.” Defendants elect to participate in a
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1 non-judicial dispute resolution proceeding under Local Rule 16-15.4, subsection
2 3.

3 To date there has been no settlement discussions between Plaintiff and
4 Universal Music Group, Inc. or UMG Recordings, Inc.

5 Allan Law Group, P.C. (“ALGPC”), counsel for Plaintiff, filed a Uniform
6 Commercial Code (“UCC”) Financing Statement on or about December 1, 2010
7 regarding a “chose in action” on claims against members of the musical group
8 The Black Eyed Peas and others for the unauthorized use of George Clinton’s
9 master sound recording(s) of “(Not Just) Knee Deep” to pay for certain legal fees
10 and costs incurred by ALGPC. This UCC filing will not impede settlement.

11 **Q. Trial Estimate**

12 Plaintiff anticipates that trial would take seven (7) court days.

13 The proposed date for the Final Pre-Trial Conference is April 2, 2012.

14 The proposed date for the Trial is May 1, 2012.

15 Plaintiff has requested a jury trial.

16 Defendants do not believe that a trial in this matter would require seven
17 days. They respectfully submit that no greater than four days would be needed.

18 **R. Other Parties**

19 It is possible Plaintiff will add additional parties if Plaintiff discovers
20 evidence that additional parties aided and abetted in the exploitation of “(Not
21 Just) Knee Deep” while knowing a license for the commercial use of the sound
22 recording had not been obtained from Plaintiff.

23 **S. Other Issues Affecting Management Of Case**

24 Plaintiff is aware that a third party or third Parties may file a motion to
25 intervene based on alleged payments due to them for the musical composition of
26 “(Not Just) Knee Deep.”
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1 Plaintiff at this time is not recommending severance, bifurcation, or other
2 ordering of proof.

3 Defendant John Curtis has been served with the Summons and
4 Complaint but has not timely answered, responded, or asked for an
5 extension of time to do so. Counsel for Defendants have informed counsel
6 for Plaintiff that John Curtis has assigned all of his interest in “(Not Just)
7 Knee Deep” to The Black Eyed Peas. Furthermore, counsel for Defendants
8 have provided counsel for Plaintiff Mr. Curtis’ written assignment
9 evidencing the same. Defendants’ counsel did so, in part, based on a
10 representation by Plaintiff’s counsel that they would dismiss Mr. Curtis
11 once Plaintiff received that document. Now that Defendants have
12 provided this assignment to Plaintiff, Plaintiff should immediately dismiss
13 Mr. Curtis.

14 Plaintiff did not agree to dismiss Mr. Curtis if an assignment of
15 rights was presented to Plaintiff’s counsel. Plaintiff is considering the
16 request to dismiss Mr. Curtis and may seek a representation and warranty
17 from Mr. Curtis or may seek discovery indicating whether Mr. Curtis was
18 knowingly involved with promoting, aiding or abetting the alleged
19 unauthorized exploitation of “(Not Just) Knee Deep.”

20 The parties stipulate that Mr. Curtis shall have twenty (20) days after
21 Plaintiff’s decision whether or not to voluntarily dismiss Mr. Curtis to
22 answer or otherwise plead to the Complaint.

23 **T. Amending Pleadings**

24 Plaintiff may amend the pleadings to reflect that John Curtis is
25 professionally known as J. Curtis. Plaintiff does not anticipate at this time other
26 amendments to the pleadings, subject to what is learned in discovery.
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U. Issues Which May Be Determined By Motion

Other than the possibility of a motion for summary judgment or motion for preliminary injunction, Plaintiff does not identify any non-discovery issues which may be determined by motion.

Dated: 4/11/11 ALLAN LAW GROUP P.C.

By: /s/Rod Rummelsburg
Robert J. Allan, Esq.
Rod Rummelsburg, Esq.
Attorneys for
Plaintiff George Clinton

Dated: 4/11/11 BRYAN CAVE LLP

By: /s/Jonathan Pink
Jonathan Pink, Esq.
Kara E. F. Cenar, Esq. (Pro Hac Vice)
Attorney for Defendants
Will Adams; Will.I.Am Music Publishing;
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.

Dated: 4/11/11 CALDWELL LESLIE & PROCTOR, PC

By: /s/ Linda M. Burrow
Linda M. Burrow, Esq.
Heather Pearson, Esq.
Attorneys for Defendants
UMG Recordings, Inc. and Universal
Music Group, Inc.