

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GEORGE CLINTON <div style="text-align: center;">PLAINTIFF(S)</div>	CASE NUMBER <div style="text-align: center;">CV10-9476 ODW (PLAx)</div>
<div style="text-align: center;">v.</div> WILL ADAMS, ET AL <div style="text-align: center;">DEFENDANT(S).</div>	ADR PROGRAM QUESTIONNAIRE

(1) What, if any, discovery do the parties believe is essential in order to prepare adequately for a settlement conference or mediation? Please outline with specificity the type(s) of discovery and proposed completion date(s). Please outline any areas of disagreement in this regard. Your designations do not limit the discovery that you will be able to take in the event this case does not settle.

Plaintiff believes prior to mediation, essential discovery would include interrogatories, document production requests and depositions about income, expenses, revenues, and profits attributable to the alleged infringement by individuals and corporate defendants.

Discovery is also needed as to the extent of the involvement of Defendants in the exploiting the alleged infringing work. Proposed completion dates are set forth in the Rule 26(f) Joint Report.

Defendants submit that early settlement is desirable and should be attempted before any discovery expenses are incurred.

(2) What are the damage amounts being claimed by each plaintiff? Identify the categories of damage claimed [e.g., lost profits, medical expenses (past and future), lost wages (past and future), emotional distress, damage to reputation, etc.] and the portion of the total damages claimed attributed to each category.

Plaintiff claims statutory damages of \$30,000 to \$150e,000 per infringement or the gains, profits or advantage derived by Defendants from the alleged infringement of Plaintiff's copyright (statutory damages under the Copyright Act of 1976, 17 U.S.C. 101, et seq.), plus plaintiff's costs and attorneys' fees. Plaintiff will not know the extent of the damages until discovery is conducted.

Defendants deny that they have any liability to Plaintiff and intend to seek reimbursement of their fees and costs.

(3) Do the parties agree to utilize a private mediator in lieu of the court's ADR Program?

Yes No

* Defendants seek private mediator, plaintiff does not.

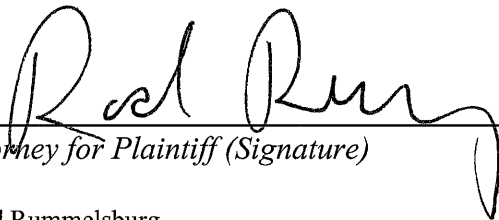
(4) If this case is in category civil rights - employment (442), check all boxes that describe the legal bases of plaintiff claim(s).

- | | |
|--|---|
| <input type="checkbox"/> Title VII | <input type="checkbox"/> Age Discrimination |
| <input type="checkbox"/> 42 U.S.C. §1983 | <input type="checkbox"/> California Fair Employment and Housing Act |
| <input type="checkbox"/> Americans with Disabilities Act of 1990 | <input type="checkbox"/> Rehabilitation Act |
| <input type="checkbox"/> Other _____ | |
| _____ | |
| _____ | |

I hereby certify that all parties have discussed and agree that the above-mentioned responses are true and correct.

April 13, 2011

Date



Attorney for Plaintiff (Signature)
Rod Rummelsburg

Attorney for Plaintiff (Please print full name)

April 13, 2011

Date

/s/ Jonathan Pink

Attorney for Defendant (Signature)
Jonathan Pink

Attorney for Defendant (Please print full name)

April 13, 2011

/s/ Linda M. Burrow

Attorney for Defendant (Signature)
Linda M. Burrow

Attorney for Defendant (Please print full name)