

1001710

Capitol Records

CHECK DATE:

11/19/03

Stub 1 of 1

Invoice		Description	Gross	Discounts	Amount Paid
Number	Date				
12419	11/03/03	BLACK EYED P.-MASTER USE ADVAN	12,000.00		12,000.00
TOTALS:			\$12,000.00	0.00	\$12,000.00

CUSTOMER SERVICE INQUIRIES: (877) 804-2230

Detach Before Cashing

Bank of America  
Commercial Disbursement Account  
Northbrook, IL

70-2328  
0719

CHECK NO.

01085394

**Universal Music Group, Inc.**

Pay on behalf of: Interscope Records  
P.O. Box 31756  
Charlotte, NC 28234-1756

DATE  
11/19/03

AMOUNT
\$****12,000.00

PAY *Twelve thousand and 00/100 Dollars*

TO THE  
ORDER OF

Capitol Records  
1750 N Vine Street  
Hollywood CA 90028



REDACTED



DMG Clearances, Inc.

Music Clearances for Film, Television, Samples, and New Technology

VIA EMAIL EMMEIGROUP@GMAIL.COM  
July 29, 2009

13 Robin Drive  
Hockessin, DE 19707  
302. 239 6337  
302. 239 6875 fax  
[Deborah@dmgclearances.com](mailto:Deborah@dmgclearances.com)

Eban Kelly  
Obo George Clinton

[www.dmgclearances.com](http://www.dmgclearances.com)

**Re: Black Eyed Peas REMIX LP- "Shut Up Remix" contains samples from the recording "Not Just Knee Deep" performed by Funkadelic**

Dear George:

I am writing to acknowledge that the rights to this master has reverted back to George Clinton and although there are many venues that could have been used to get consent, it was my opinion that it was most important that consent get obtained from you directly so that payment would be made to you directly.

I am writing to confirm your approval and whereby you have agreed on behalf of Funkadelic ("Funkadelic") to license the aforementioned Sampled Sound Recording "Not Just Knee Deep" as performed by Funkadelic (the "Sampled Sound Recording") for inclusion in the New Recording tentatively entitled "Shut Up Remix" (the "New Recording") as performed by The Black Eyed Peas ("Artist").

For the right to incorporate elements of the Sampled Sound Recording into the New Recording, Funkadelic has agreed to a quote consisting of a non-recoupable inducement fee of \$10,000 which shall be paid out as \$5,000 payable to NOW OR LATER and \$5,000 payable to EBAN KELLY plus an advance fee of \$15,000 PAYABLE TO GEORGE CLINTON JR. (fifteen thousand dollars), recoupable against a per-unit royalty of 6% of PPD (pro-rated by the number of tracks on a particular configuration) or a third party license royalty rate of 50% of artist net-receipts. It is my understanding that the grants of rights provided for by Funkadelic hereunder shall be granted throughout the world in perpetuity, and shall include without limitation the following rights:

1. Uses in all audio configurations now known or hereinafter devised (including but not limited to, physical configurations (i.e. CD's), digital downloads, streaming, ringtones and ring tones); and
2. All audio-visual configurations now known or hereinafter devised (including but not limited to a music video and gratis promotional uses thereof, as well as permanent digital downloads and streaming); and
3. Any other third party licensing requests to which Artist has consented (including but not limited to, master use synchronization licenses).

For the avoidance of doubt, the royalty rate of 6% of PPD (pro-rated by the number of tracks on a particular configuration) shall apply to the exploitation of the New Recording in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

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The royalty rate of 50% of artist net-receipts shall apply to the exploitation of the New Recording in ringbacks, streaming, third-party licenses and any other flat fee income directly attributable to the exploitation of the New Recording, in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

It is acknowledged that royalties shall only be payable for uses of the New Recording that actually incorporate the Sampled Sound Recording and that no rights have been granted to license samples of the New Recording that contain samples of the Sampled Sound Recording.

It is my understanding that Funkadelic warrants and represents that they are authorized, empowered, and able to enter into and fully perform its obligations under these terms. If this is to your understanding, please sign below and fax back to me at (302) 239-6875.

Best regards,



Deborah Mannis-Gardner

Agreed and approved: \_\_\_\_\_

Dated as of: \_\_\_\_\_

DMG Clearances, Inc. Music Clearances for Film, Television, Samples, and New Technology

13 Robin Drive

Hockessin, DE 19707

302. 239 6337

302. 239 6875 fax

Deborah@dmgclearances.com

www.dmgclearances.com

VIA E-MAIL  
George Clinton Jr.

RE: "Not Just Knee Deep" (Funkadelic) As Sampled In "Shut Up (Remix)" (The Black Eyed Peas)

Dear George:

I am writing to acknowledge that the rights to this master have reverted back to you and although there are many venues that could have been used to get consent, it was my opinion that it was most important that consent get obtained from you directly so that payment would be made to you directly.

I am writing to confirm your approval and whereby Funkadelic ("Funkadelic") has agreed to license the aforementioned Sampled Sound Recording "Not Just Knee Deep" as performed by Funkadelic (the "Sampled Sound Recording") for inclusion in the New Recording tentatively entitled "Shut Up Remix" (the "New Recording") as performed by The Black Eyed Peas ("Artist").

For the right to incorporate elements of the Sampled Sound Recording into the New Recording, Funkadelic has agreed to a quota consisting of a non-recoupable Inducement fee of \$10,000 which shall be paid out as \$5,000 payable to NOW OR LATER and \$5,000 payable to EMG Inc. plus an advance fee of \$15,000 PAYABLE TO GEORGE CLINTON JR. (fifteen thousand dollars), recoupable against a per-unit royalty of 8% of PPD (pro-rated by the number of tracks on a particular configuration) or a third party license royalty rate of 50% of artist net-receipts.

It is my understanding that the grants of rights provided for by Funkadelic hereunder shall be granted throughout the world in perpetuity, and shall include without limitation the following rights:

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DMG00001

1. Uses in all audio configurations now known or hereinafter devised

(including but not limited to, physical configurations (i.e. CD's), digital downloads, streaming, ringbacks and ring tones); and

2. All audio-visual configurations now known or hereinafter devised (including but not limited to a music video and gratis promotional uses thereof, as well as permanent digital downloads and streaming); and

3. Any other third party licensing requests to which Artist has consented (including but not limited to, master use synchronization licenses).

For the avoidance of doubt, the royalty rate of 6% of PPD (pro-rated by the number of tracks on a particular configuration) shall apply to the exploitation of the New Recording in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

The royalty rate of 50% of artist net-receipts shall apply to the exploitation of the New Recording in ringbacks, streaming, third-party licenses and any other flat fee income directly attributable to the exploitation of the New Recording, in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

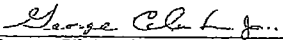
It is acknowledged that royalties shall only be payable for uses of the New Recording that actually incorporate the Sampled Sound Recording and that no rights have been granted to license samples of the New Recording that contain samples of the Sampled Sound Recording.

It is my understanding that Funkadelic warrants and represents that they are authorized, empowered, and able to enter into and fully perform its obligations under these terms. If this is to your understanding, please sign below and fax back to me at (302) 239-8879.

Best regards,

Deborah Mannis-Gardner

Agreed and approved:

  
George Clinton Jr.

Dated as of: \_\_08/17/09\_\_

Form Rev. January 1999 Department of the Treasury Internal Revenue Service	<b>W-9</b>		<b>Request for Taxpayer Identification Number and Certification</b>	Give forms to the requestor. Do not send to the IRS.																					
	Name <b>George Clinton Jr.</b> Business name, if different from above <b>C Kurepyrsky LLC</b>																								
File or type of business/individual	Check appropriate box: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding																								
	Address (number, street, and apt. or suite no.) <b>1300 Mendricks Ave</b>		Requestor's name and address (optional)																						
	City, state, and ZIP code <b>Tallahassee FL 32301</b>		List account number(s) here (optional)																						
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, use the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to Get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 4 for procedures on whose number to enter.																									
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).			Social Security number <table border="1"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> or Employer identification number <table border="1"> <tr><td>7</td><td>0</td><td>0</td><td>8</td><td>8</td><td>6</td><td>2</td><td>7</td><td>9</td></tr> </table>														7	0	0	8	8	6	2	7	9
7	0	0	8	8	6	2	7	9																	
<b>Sign Here</b> Signature of U.S. person <i>George Clinton Jr.</i> Date <i> </i>																									
<b>Purpose of Form</b> A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. U.S. persons. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requestor) and, when applicable, to certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. Note: If a requestor gives you a form other than Form W-9 to request your TIN, you must use the requestor's form if it is substantially similar to this Form W-9. Foreign persons. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).																									
<b>Nonresident alien who becomes a resident alien.</b> Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items: 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien. 2. The treaty article addressing the income. 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions. 4. The type and amount of income that qualifies for the exemption from tax. 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.																									



Music Clearances for Film,  
Television, Samples, and  
New Technology

VIA FEDERAL EXPRESS

DMG Clearances, Inc

December 7, 2009

1740 E. 17th  
Cleveland, OH 44114

216.392.1111  
216.392.1112

[www.dmgclearances.com](http://www.dmgclearances.com)

George Clinton Jr.  
C. Kunspruzy LLC  
c/o Fhan Multimedia Group Inc.  
3705 Springdell Avenue  
Randalstown, MD

RE: Black Eyed Peas  
Universal Music Payment/ C. Kunspruzy LLC  
*"Not Just Knee Deep" as contained in "Shut Up (remix)"*

Dear Eban:

Enclosed please see Universal Music Group's check number 01721399 payable to "C. Kunspruzy LLC" dated November 25th, 2009 in the amount of \$15,000.

Payment shall represent the recoupable master advance due in connection with the aforementioned sample use.

Please do not hesitate to contact me at 302/352-0117 should you have any questions or concerns.

Best regards,

Janice Shreve  
dmg, inc.

enc.

Universal Music Group

1144110 C Kunspruhzy, LLC

CHECK NO: 1721399  
 CHECK DATE: 11/25/09  
 Subj 1 of 1

Invoice		Description	Gross	Discounts	Amount Paid
Number	Date				
04916297	08/31/09	04916297	15,000.00		15,000.00
TOTALS:			515,000.00	0.00	515,000.00

CUSTOMER SERVICE INQUIRIES: (877) 804-2230

Detach Before Cashing

Bank of America  
 Commercial Discounting Account  
 Charlotte, NC

76238  
 9719

CHECK NO. 01721399

Universal Music Group, Inc.

Pay to the order of Interscope Records  
 P.O. Box 560519  
 Charlotte, NC 28256-0519

DATE  
 11/25/09

AMOUNT
\$***15,000.00

PAY Fifteen thousand and 00/100 Dollars

TO THE ORDER OF C Kunspruhzy, LLC  
 1300 Hendricks Avenue  
 Tallahassee FL 32301

*MNH*



REDACTED

D 0015



1 ROBERT J. ALLAN, ESQ. (SBN 119010)  
2 allan@rjallanlaw.com  
3 ROD RUMMELSBURG, ESQ. (SBN 201628)  
4 rod@rjallanlaw.com  
5 ALLAN LAW GROUP P.C.  
6 22917 Pacific Coast Hwy, Suite 350  
7 Malibu, CA 90265  
8 Telephone: (310) 456-3024  
9 Facsimile: (310) 317-0484

10 Attorneys for Plaintiff GEORGE CLINTON

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 GEORGE CLINTON, an individual, ) CASE NO. CV10-9476-ODW-PLAx  
14 )

15 Plaintiff, )

16 vs. )

17 ) **PLAINTIFF GEORGE**  
18 ) **CLINTON'S RULE 26(a)(1)**  
19 ) **INITIAL DISCLOSURES**

20 WILL ADAMS, p/k/a will.i.am, d/b/a )  
21 WILL.I.AM MUSIC PUBLISHING, an )  
22 individual; ALLAN PINEDA, p/k/a/ )  
23 apl.de.ap, d/b/a JEEPNEY MUSIC )  
24 PUBLISHING, an individual; JAIME )  
25 GÓMEZ, p/k/a TABOO, d/b/a )  
26 NAWASHA NETWORKS )  
27 PUBLISHING, an individual; STACY )  
28 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 )  
New York corporation; EL CUBANO )

Exhibit 7, page 41

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

8 Plaintiff George Clinton ("Plaintiff" or "Clinton"), by his undersigned  
 9 counsel, hereby provides pursuant to Rule 26(a)(1) of the Federal Rules of Civil  
 10 Procedure the following information and disclosures based on information known  
 11 to him at the this time.. Pursuant to Fed. R. Civ. P. 26(3), Plaintiff reserves his  
 12 right to supplement the disclosures made herein as discovery and Plaintiff's  
 13 investigation progress.

14  
 15 **I. INDIVIDUALS WHO MAY HAVE DISCOVERABLE**  
 16 **INFORMATION [Fed. R. Civ. P. 26(a)(1)(A)(i)]**

17 The following individuals may have discoverable information that Plaintiff  
 18 may use to support his claims or rebut defenses in this action:

NAME	LAST KNOWN CONTACT INFORMATION	SCOPE OF DISCOVERABLE INFORMAITON
George Clinton	c/o Allan Law Group P.C. 22917 Pacific Coast Hwy, #350 Malibu, CA 90265 Tel: (310) 456-3024	Ownership of sound recording "(Not Just) Knee Deep"; discovery of BEP infringing sound recordings; inquiries to license "(Not Just) Knee Deep"; forged signatures of name "George Clinton", sampled portions of "(Not Just) Knee Deep";

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		non-receipt of putative licensing fee by the C. Kunspyruzy, LLC.
Carlton Scott	1300 Hendrix Road Tallahassee, FL 32301 Tel: (832) 264-0248	Ownership of sound recording “(Not Just) Knee Deep”; discovery of BEP infringing sound recordings; inquiries to license “(Not Just) Knee Deep”
Barbarella Bishop	c/o 1300 Hendrix Road Tallahassee, FL 32301 Tel: (678) 758-1700	Discovery of BEP infringing sound recordings; inquiries to license “(Not Just) Knee Deep”
Representatives of UMG Recordings, Inc.	UMG Recordings, Inc. c/o Linda M. Burrow Heather Pearson Caldwell Leslie & Proctor, PC 1000 Wilshire Blvd., Suite 600 Los Angeles, CA 90017-2463 Tel: (213) 629-9040	Putative clearance rights to sound recording “(Not Just) Knee Deep”; clearance policies and procedures; exploitation and sales of BEP remixes containing samples of “(Not Just) Knee Deep”
Todd Douglas	c/o UMG Recordings, Inc. c/o Linda M. Burrow Heather Pearson Caldwell Leslie & Proctor, PC 1000 Wilshire Blvd., Suite 600 Los Angeles, CA 90017-2463 Tel: (213) 629-9040	Putative clearance rights to sound recording “(Not Just) Knee Deep”; clearance policies and procedures; exploitation and sales of BEP remixes containing samples of “(Not Just) Knee Deep”
Craig Marshall	c/o UMG Recordings, Inc. c/o Linda M. Burrow Heather Pearson Caldwell Leslie & Proctor, PC 1000 Wilshire Blvd., Suite 600 Los Angeles, CA 90017-2463 Tel: (213) 629-9040	Putative licensing of sound recording “(Not Just) Knee Deep”
Representatives of Universal Music Group,	Universal Music Group, Inc. c/o Linda M. Burrow Heather Pearson	Putative clearance rights to sound recording “(Not Just) Knee Deep”;

1	Inc.	Caldwell Leslie & Proctor, PC 1000 Wilshire Blvd., Suite 600 Los Angeles, CA 90017-2463 Tel: (213) 629-9040	clearance policies and procedures; exploitation and sales of BEP remixes containing samples of “(Not Just) Knee Deep”
2	Will Adams	c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000	Sampling of sound recording (“Not Just”) Knee Deep”; performances of sampled sound recording; promotion / exploitation of works containing sampled sound recording; putative licensing of (“Not Just”) Knee Deep”; negotiations involving licensing
3	Allan Pineda	c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000	Sampling of sound recording (“Not Just”) Knee Deep”; performances of sampled sound recording; promotion / exploitation of works containing sampled sound recording; putative licensing of (“Not Just”) Knee Deep”; negotiations involving putative licensing
4	George Pajon	c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000	Sampling of sound recording (“Not Just”) Knee Deep”; performances of sampled sound recording; promotion / exploitation of works containing sampled sound recording; putative licensing of (“Not Just”) Knee Deep”; negotiations involving putative licensing
5	Jaime Gomez	c/o Jonathan Pink	Sampling of sound

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	<p>Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000</p>	<p>recording (“Not Just” Knee Deep”); performances of sampled sound recording; promotion / exploitation of works containing sampled sound recording; putative licensing of (“Not Just” Knee Deep”); negotiations involving putative licensing</p>
<p>Stacy Ferguson</p>	<p>c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000</p>	<p>Sampling of sound recording (“Not Just” Knee Deep”); performances of sampled sound recording; promotion / exploitation of works containing sampled sound recording; putative licensing of (“Not Just” Knee Deep”); negotiations involving putative licensing</p>
<p>John Curtis, p/k/a J. Curtis</p>	<p>c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000 (assumption)</p>	<p>Sampling of sound recording (“Not Just” Knee Deep”); performances of sampled sound recording; promotion / exploitation of works containing sampled sound recording; putative licensing of (“Not Just” Knee Deep”); negotiations involving putative licensing</p>
<p>Representatives of Will I Am Music, Inc.</p>	<p>c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000</p>	<p>Sales, distribution, performance and exploitation of the remix of “Shut Up” and “Shut the Pfunk Up”; putative licensing of (“Not Just”</p>

1			Knee Deep”
2	Representatives of Cherry Lane Music Publishing Company, Inc.	c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000	Sales, distribution, performance and exploitation of the remix of “Shut Up” and “Shut the Pfunk Up”; putative licensing of “(Not Just) Knee Deep”
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7	Representatives of El Cubano Music, Inc.	c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000	Sales, distribution, performance and exploitation of the remix of “Shut Up” and “Shut the Pfunk Up”; putative licensing of “(Not Just) Knee Deep”
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12	Representatives of EMI Blackwood Music, Inc.	c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000	Sales, distribution, performance and exploitation of the remix of “Shut Up” and “Shut the Pfunk Up”; putative licensing of “(Not Just) Knee Deep”
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16	Representatives of Tab Magnetic, Inc.	c/o Jonathan Pink Kara Cenar Bryan Cave LLP 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Tel: (949) 223-7000	Sales, distribution, performance and exploitation of the remix of “Shut Up” and “Shut the Pfunk Up”; putative licensing of “(Not Just) Knee Deep”
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21	Rachel Rosoff	Goldring Hertz & Lichtenstein LLP 450 North Roxbury Drive, 8 <sup>th</sup> Fl. Beverly Hills, CA 90210 Tel: (310) 248-3102	Putative clearance rights to the sound recording and musical composition of “(Not Just) Knee Deep”
22			
23			
24	Representatives of DMG Clearances, Inc.	DMG Clearances, Inc. 13 Robin Drive Hockessin, DE 19707 Tel: (302) 239-6337	Putative clearance rights to the sound recording and musical composition of “(Not Just) Knee Deep”
25			
26			
27	Deborah Mannis- Gardner	DMG Clearances, Inc. 13 Robin Drive Hockessin, DE 19707	Putative clearance rights to the sound recording and musical composition of
28			

1		Tel: (302) 239-6337 x2	"(Not Just) Knee Deep"
2	Janice Shrive	DMG Clearances, Inc. 13 Robin Drive Hockessin, DE 19707 Tel: (302) 239-6337	Putative clearance rights to the sound recording and musical composition of "(Not Just) Knee Deep"
3			
4			
5	Eban Kelly	Eban Multimedia Group, Inc. 3705 Springdell Avenue Randalstown, MD 21133 Tel: unknown	Inquiry to license "(Not Just) Knee Deep"; putative clearance rights to the sound recording and musical composition of "(Not Just) Knee Deep"; Eban Multimedia Group Inc.; putative musical license
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11	Representatives of Lastrada Entertainment Company, Ltd.	Lastrada Entertainment Company, Ltd. 1315-B Broadway, Suite 213 Hewlett, NY 11557 Tel: unknown	Inquiry to license "(Not Just) Knee Deep"; putative clearance rights to the sound recording and musical composition of "(Not Just) Knee Deep"
12			
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15	Stephen Moelis	c/o Lastrada Entertainment Company, Ltd. 1315-B Broadway, Suite 213 Hewlett, NY 11557 Tel: unknown	Inquiry to license "(Not Just) Knee Deep"; putative clearance rights to the sound recording and musical composition of "(Not Just) Knee Deep"
16			
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19	Virgil Roberts	Bobbitt & Roberts 6100 Center Drive, Suite 910 Los Angeles, CA 90045 (310) 645-4100	Inquiry(ies) to license "(Not Just) Knee Deep"
20			
21			
22	Armand Boladian	Bridgeport Music, Inc. 18500 W. 10 Mile Road Southfield, MI 48075 Tel: (248) 569-4033	Putative authorizations for use of or sampling the song "(Not Just) Knee Deep"
23			
24	Representatives of Bridgeport Music Inc.	Bridgeport Music, Inc. 18500 W. 10 Mile Road Southfield, MI 48075 Tel: (248) 569-4033	Putative authorizations for use of or sampling the song "(Not Just) Knee Deep"
25			
26			
27	Joe Martin	Under investigation. To be supplied.	Inquiry to license "(Not Just) Knee Deep"
28			

1 2 3	Representatives of Now or Later, Inc.	Now or Later, Inc. 315 Flatbush Ave. #336 Brooklyn, NY 11217 Tel: unknown	Putative licensing of sound recording “(Not Just) Knee Deep”
4 5 6	Ian Allen	c/o Now or Later Inc. 825 Eighth Avenue New York, NY 10019 Tel: unknown	Putative licensing of sound recording “(Not Just) Knee Deep”

7  
8 **II. DESCRIPTION AND LOCATION OF RELEVANT DOCUMENTS**  
9 **[Fed. R. Civ. P. 26(a)(1)(A)(ii)]**

10 Some of the documents and information relevant to Plaintiff’s claims in  
11 this action are in the possession, custody and control of individuals and entities  
12 other than Plaintiff, including, but not limited to, Defendants Will Adams,  
13 Will.i.am Music Publishing, Allan Pineda, Jeepney Music Publishing, Jaime  
14 Gomez, Stacy Ferguson, J. Curtis, Will.i.am Music, Inc., Cherry Lane Music  
15 Publishing Company, Inc., TAB Magnetic, Inc. George Pajon, El Cubano Music,  
16 EMI Blackwood Music, UMG Recordings, Inc., Universal Music Group, Inc. and  
17 other third-parties from whom discovery has not yet been obtained.

18 Plaintiff will make available those non-privileged, relevant documents that  
19 are in his possession, custody or control, and that tend to support Plaintiff’s  
20 position in this case. In particular, Plaintiff will make available the following  
21 general categories of documents:  
22

23	DOCUMENTS	LOCATION
24 25 26 27 28	Court records re: ownership of sound recordings, including “(Not Just) Knee Deep”), on certain George Clinton albums.	Plaintiff’s counsel Equally available to both parties on Pacer at URL: <a href="https://pacer.login.uscourts.gov/cgi-bin/login.pl?court_id=00idx">https://pacer.login.uscourts.gov/cgi-bin/login.pl?court_id=00idx</a> re Clinton v. Universal Music Group, Inc. and UMG Recordings,





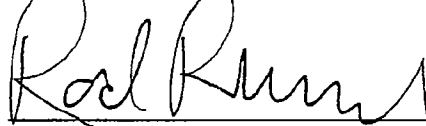
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Dated: Malibu, California

May 9, 2011

Respectfully submitted,

ALLAN LAW GROUP, P.C.



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Attorneys for Plaintiff George Clinton

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 22917 Pacific Coast Highway, Suite 350, Malibu, California 90265.

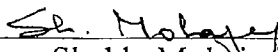
On May 9, 2011, I served the foregoing document described as: **PLAINTIFF GEORGE CLINTON'S RULE 26(a)(1) INITIAL DISCLOSURES**, on the interested parties in this action by placing [ X ] a true copy thereof, or [ ] the original, enclosed in sealed, prepaid envelope(s) as addressed below:

**SEE ATTACHED MAILING LIST**

[X] BY REGULAR MAIL: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Malibu, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit. (C.C.P. §1013(a)).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 9, 2011, at Malibu, California.

  
\_\_\_\_\_  
Shahla Mohajeri

MALING LIST

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5 Attorneys for Defendants  
WILL ADAMS, et al.  
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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

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GEORGE CLINTON, an individual,  
Plaintiff,

v.

WILL ADAMS, p/k/a will.i.am,  
individually and d/b/a WILL.I.AM MUSIC  
PUBLISHING, an individual; ALLAN  
PINEDA, p/k/a apl.de.ap, individually and  
d/b/a JEEPNEY MUSIC PUBLISHING,  
an individual; JAIME GOMEZ, p/k/a  
Taboo, 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 New York corporation; EL CUBANO  
MUSIC, INC., a California corporation;  
EMI BLACKWOOD MUSIC INC., a  
Connecticut corporation; TAB  
MAGNETIC, INC., a California  
corporation; and DOES 1 through 10,  
Defendants.

Case No. CV 10-9476 ODW (PLAx)  
Honorable Otis D. Wright II, Ctrm 11

**FIRST DEMAND FOR  
PRODUCTION OF DOCUMENTS  
PROPOUNDED BY DEFENDANT  
WILL ADAMS TO PLAINTIFF  
GEORGE CLINTON**

1 **REQUEST NO. 18:**

2 The COMMUNICATION between Virgil Roberts and Interscope, described in  
3 Paragraph 57 of the COMPLAINT, in which Roberts allegedly explained to Interscope  
4 that Clinton owned and was the sole owner of the sound recording of “(Not Just) Knee  
5 Deep.”

6  
7 **REQUEST NO. 19:**

8 The February 16, 2010 letter from Robert J. Allan to the Business & Legal  
9 Affairs Department of Interscope, described in Paragraph 58 of the COMPLAINT.

10

11 **REQUEST NO. 20:**

12 All DOCUMENTS which YOU contend support the allegation in Paragraph 70  
13 of the COMPLAINT that “Defendants’ conduct , including infringement, has been and  
14 continues to be willful and knowing and, where applicable, grossly negligent.”

15

16 **REQUEST NO. 21:**

17 All DOCUMENTS which YOU contend support the allegation in Paragraph 71  
18 of the COMPLAINT that “[a]s a direct and proximate result of defendants’ conduct,  
19 Plaintiff has suffered actual damages including lost profits, lost opportunities, loss of  
20 goodwill, lost publicity, attorney’s fees and interest.”

21

22 **REQUEST NO. 22:**

23 All DOCUMENTS evidencing, reflecting, or referring to damages allegedly  
24 suffered by YOU as a result of the actions of the Defendants in this case.

25

26 **REQUEST NO. 23:**

27 All DOCUMENTS which YOU contend support the allegation in Paragraph 76  
28 of the COMPLAINT that “defendants Will I Am Music, El Cubano Music , Tab, EMI-

1 Blackwood, Cherry River, and the UMG Defendants knew the Infringing Sound  
2 Recordings included an authorized sampling of the sound recording '(Not Just) Knee  
3 Deep.'”

4  
5 **REQUEST NO. 24:**

6 All DOCUMENTS which YOU contend support the allegation in Paragraph 76  
7 of the COMPLAINT that “each of the named defendants in this paragraph knew that  
8 authorization had not been obtained from the legal and equitable owner of the sound  
9 recording copyright of '(Not Just) Knee Deep' prior to the occurrence of the infringing  
10 acts alleged in this claim.”

11  
12 **REQUEST NO. 25:**

13 All DOCUMENTS which YOU contend support the allegation in Paragraph 81  
14 of the COMPLAINT that “[a]s a result of the defendants' infringements, Plaintiff has  
15 suffered damages, and will continue to suffer damages.”

16  
17 **REQUEST NO. 26:**

18 All COMMUNICATIONS between YOU and Barbarella Bishop regarding the  
19 ORIGINAL MASTER, the BEP MASTER, or any proposed license for use of the  
20 ORIGINAL MASTER in the BEP MASTER.

21  
22 **REQUEST NO. 27:**

23 All COMMUNICATIONS between YOU and Carlon Scott regarding the  
24 ORIGINAL MASTER, the BEP MASTER, or any proposed license for use of the  
25 ORIGINAL MASTER in the BEP MASTER.

26  
27  
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1 **REQUEST NO. 28:**

2 All COMMUNICATIONS between YOU and any representative of Capital  
3 Records regarding the ORIGINAL MASTER, the BEP MASTER, and/or any  
4 proposed license for use of the ORIGINAL MASTER in the BEP MASTER.

5  
6 **REQUEST NO. 29:**

7 All COMMUNICATIONS between YOU and any representative of Now or  
8 Later, Inc., including but not limited to Ian Allen, from January 1, 2008 to the present.

9  
10 **REQUEST NO. 30:**

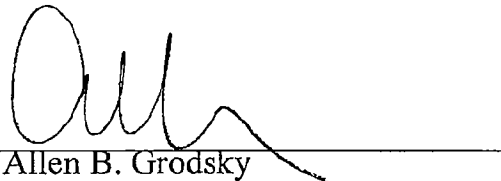
11 All licenses entered by George Clinton for uses of the ORIGINAL MASTER.

12  
13 **REQUEST NO. 31:**

14 All contracts executed by George Clinton from January 1, 2008 to the present.  
15 (YOU may redact any financial information from the contracts.)

16 Dated: October 31, 2011

GRODSKY & OLECKI LLP

17  
18  
19 By  \_\_\_\_\_  
Allen B. Grodsky

20 Attorneys for Defendants  
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