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6 Attorneys for Defendants UMG  
 RECORDINGS, INC. (a named defendant  
 7 and erroneously sued as UNIVERSAL  
 MUSIC GROUP, INC.)  
 8

9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 GEORGE CLINTON, an individual,  
 12 Plaintiff,

13 v.

14 WILL ADAMS, p/k/a will.i.am,  
 15 individually and d/b/a WILL.I.AM  
 16 MUSIC PUBLISHING, an individual,  
 et al.,  
 17 Defendants.

Case No. CV 10-9476 ODW (PLAx)

**DEFENDANT UMG RECORDINGS,  
 INC.'S RESPONSE TO FIRST SET  
 OF REQUESTS FOR PRODUCTION  
 PROPOUNDED BY PLAINTIFF  
 GEORGE CLINTON**

Trial Date: None Set

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 19 PROPOUNDING PARTY: Plaintiff GEORGE CLINTON

20 RESPONDING PARTY: Defendant UMG RECORDINGS, INC.

21 SET NO.: One  
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28 Exhibit 9, page 57

1 **REQUEST FOR PRODUCTION NO. 4**

2 Each and every DOCUMENT which REFERS, RELATES, or REFLECTS  
3 directly or indirectly to sales and licensing figures (whether set forth in terms of  
4 volume, revenues, or otherwise), both domestic and international, of the songs "Shut  
5 Up Remix," "Shut the Phunk Up" and/or other USES OF "(NOT JUST) KNEE  
6 DEEP."

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4**

8 UMG incorporates its General Objections as if set forth fully herein. UMG  
9 further objects to this Request as overbroad and unduly burdensome and oppressive  
10 in seeking "each and every" document relating to the stated topic and regarding  
11 other uses of "(Not Just) Knee Deep." UMG further objects to this Request as  
12 vague and ambiguous, particularly as to the undefined term "figures." UMG  
13 construes this Request to seek DOCUMENTS sufficient to show UMG's revenues  
14 and costs relating to the exploitation of "Shut Up Remix" and "Shut the Phunk Up  
15 Remix." UMG further objects to this Request to the extent it seeks documents that  
16 contain trade secrets or other confidential, sensitive or proprietary information.  
17 Such documents shall be produced only upon entry of a protective order governing  
18 the use and disclosure of such documents.

19 Subject to and without waiving the foregoing general and specific objections,  
20 UMG responds as follows: Upon entry of an appropriate protective order, UMG will  
21 produce responsive, non-privileged documents, if any, in its possession, custody or  
22 control sufficient to show UMG's revenues and costs relating to the exploitation of  
23 "Shut Up Remix" and "Shut the Phunk Up Remix."

24 **REQUEST FOR PRODUCTION NO. 5**

25 Each and every DOCUMENT which REFERS, RELATES, or REFLECTS  
26 any and all revenue received by YOU or on YOUR behalf, directly or indirectly  
27 from sales, performances, and licensing, both domestic and international, of the  
28

1 songs "Shut Up Remix," "Shut the Phunk Up" and/or other USES OF "(NOT JUST)  
2 KNEE DEEP."

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5**

4 UMG incorporates its General Objections as if set forth fully herein. UMG  
5 further objects to this Request as overbroad and unduly burdensome and oppressive  
6 in seeking "each and every" document relating to the stated topic and regarding  
7 other uses of "(Not Just) Knee Deep." UMG further objects to this Request to the  
8 extent it seeks documents that contain trade secrets or other confidential, sensitive or  
9 proprietary information. Such documents shall be produced only upon entry of a  
10 protective order governing the use and disclosure of such documents. UMG further  
11 objects to this Request as duplicative of other Requests in this set.

12 Subject to and without waiving the foregoing general and specific objections,  
13 UMG responds as follows: Upon entry of an appropriate protective order, UMG will  
14 produce responsive, non-privileged documents, if any, in their possession, custody  
15 or control sufficient to show UMG's revenues relating to the exploitation of "Shut  
16 Up Remix" and "Shut the Phunk Up Remix."

17 **REQUEST FOR PRODUCTION NO. 6**

18 Each and every DOCUMENT which REFERS, RELATES, or REFLECTS  
19 any and all revenue received by YOU, or on YOUR behalf, directly or indirectly,  
20 from sales, performances, and licensing, both domestic and international, of the  
21 songs "Shut Up Remix," "Shut the Phunk Up" and/or other USES OF "(NOT JUST)  
22 KNEE DEEP."

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6**

24 This Request is identical to Request No. 5. *See* UMG's Response to Request  
25 No. 5.

26 **REQUEST FOR PRODUCTION NO. 7**

27 If YOU claim deductible expenses related to USES OF "(NOT JUST) KNEE  
28 DEEP," each and every DOCUMENT which REFERS, RELATES, or REFLECTS

1 UMG responds as follows: *See* UMG's Response to Request No. 1.

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DATED: August 8, 2011

CALDWELL LESLIE & PROCTOR, PC  
LINDA M. BURROW  
ALISON MACKENZIE

By   
ALISON MACKENZIE

Attorneys for Defendants UMG  
RECORDINGS, INC. (a named defendant and  
erroneously sued as UNIVERSAL MUSIC  
GROUP, INC.)

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8 Attorneys for Defendants  
9 WILL ADAMS, et al.

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 GEORGE CLINTON, an individual,  
13 Plaintiff,

14 v.

15 WILL ADAMS, p/k/a will.i.am,  
16 individually and d/b/a WILL.I.AM MUSIC  
17 PUBLISHING, an individual; ALLAN  
18 PINEDA, p/k/a apl.de.ap, individually and  
19 d/b/a JEEPNEY MUSIC PUBLISHING,  
20 an individual; JAIME GOMEZ, p/k/a  
21 Taboo, individually and d/b/a NAWASHA  
22 NETWORKS PUBLISHING, an  
23 individual; STACY FERGUSON, p/k/a  
24 Fergie, an individual; GEORGE PAJON,  
25 JR., an individual; JOHN CURTIS, an  
26 individual; UNIVERSAL MUSIC  
27 GROUP, INC., a Delaware corporation;  
28 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

**RESPONSE TO REQUEST FOR  
PRODUCTION OF DOCUMENTS  
PROPOUNDED ON DEFENDANT  
WILL ADAMS (SET ONE)**

Complaint Filed: 12/10/10

Trial Date: 5/1/12

1 **REQUEST NO. 3:**

2 Each and every agreement YOU and/or the BEPs, have made with PLAINTIFF  
3 REGARDING USES OF "(NOT JUST) KNEE DEEP."

4  
5 **RESPONSE TO REQUEST NO. 3:**

6 Responding Party objects to Request No. 3 as vague and ambiguous.

7 Without waiving any of the foregoing objections and limited to the allegations  
8 of the Complaint, Responding Party responds as follows:

9 Responding Party will produce all responsive documents, if any, in his  
10 possession, custody, or control.

11 **REQUEST NO. 4:**

12 Each and every DOCUMENT which constitutes, REFERS, RELATES, or  
13 REFLECTS, directly or indirectly to sales figures (whether set forth in terms of  
14 volume, revenues, or otherwise), both domestic and international, of the songs "Shut  
15 Up Remix", "Shut the Phunk Up" and/or other USES OF "(NOT JUST) KNEE  
16 DEEP." This Request includes but is not limited to Soundscan reports within YOUR  
17 possession, custody, or control.

18  
19 **RESPONSE TO REQUEST NO. 4:**

20 Responding Party objects to Request No. 4 as vague, ambiguous, overly broad  
21 as to time and scope, and violative of the attorney-client privilege, the attorney work  
22 product doctrine, and the constitutional right to privacy.

23 Without waiving any of the foregoing objections and limited to the allegations  
24 of the Complaint, Responding Party responds as follows:

25 Subject to entry of a mutually acceptable protective order, Responding Party  
26 will produce non-privileged, responsive documents sufficient to reflect gross sales  
27 revenues of "Shut Up Remix" (also referred to as the "Shut Up (Knee Deep) Remix,"  
28

1 "Shut the Phunk Up," and/or other USES OF "(NOT JUST) KNEE DEEP" from  
2 December 2007 to the present.

3  
4 **REQUEST NO. 5:**

5 Each and every DOCUMENT which REFERS, RELATES, or REFLECTS,  
6 directly or indirectly, any and all gross revenue figures, both domestic and  
7 international, of the songs "Shut Up Remix," "Shut the Phunk Up" and/or other USES  
8 OF "(NOT JUST) KNEE DEEP."

9  
10 **RESPONSE TO REQUEST NO. 5:**

11 Responding Party objects to Request No. 5 as vague, ambiguous, overly broad  
12 as to time and scope, and violative of the attorney-client privilege, the attorney work  
13 product doctrine, and the constitutional right to privacy.

14 Without waiving any of the foregoing objections and limited to the allegations  
15 of the Complaint, Responding Party responds as follows:

16 Subject to entry of a mutually acceptable protective order, Responding Party  
17 will produce non-privileged, responsive documents sufficient to reflect gross revenues  
18 from sales of the songs "Shut Up Remix" (also known as "Shut Up (Knee Deep)  
19 Remix"), "Shut the Phunk Up," and/or other USES OF "(NOT JUST) KNEE DEEP"  
20 from December 2007 to the present.

21 **REQUEST NO. 6:**

22 Each and every DOCUMENT which REFERS, RELATES, or REFLECTS,  
23 directly or indirectly, any and all gross revenues YOU received arising from any and  
24 all USES OF "(NOT JUST) KNEE DEEP."

25  
26 **RESPONSE TO REQUEST NO. 6:**

27 Responding Party objects to Request No. 6 as vague, ambiguous, overly broad  
28 as to time and scope, and violative of the attorney-client privilege, the attorney work

1 product doctrine, and the constitutional right to privacy.

2 Without waiving any of the foregoing objections and limited to the allegations  
3 of the Complaint, Responding Party responds as follows:

4 Subject to entry of a mutually acceptable protective order, Responding Party  
5 will produce non-privileged, responsive documents sufficient to reflect gross revenues  
6 received by Adams from use of the songs "Shut Up Remix" (also known as "Shut Up  
7 (Knee Deep Remix), "Shut the Phunk Up," and/or other USES OF "(NOT JUST)  
8 KNEE DEEP" from December 2007 to the present.

9 **REQUEST NO. 7:**

10 DOCUMENTS sufficient to identify the UPC and ISRC registration numbers  
11 for each USE OF "(NOT JUST) KNEE DEEP."

12  
13 **RESPONSE TO REQUEST NO. 7:**

14 Responding Party objects to Request No. 7 as vague, ambiguous, overly broad,  
15 burdensome, oppressive, and not calculated to lead to the discovery of relevant and  
16 admissible evidence.

17 Without waiving the foregoing objections and limited to the allegations of the  
18 Complaint, Responding Party responds as follows:

19 Responding Party will produce responsive documents relating to "Shut Up  
20 Remix" (also known as "Shut Up (Knee Deep Remix)"), and "Shut the Phunk Up," to  
21 the extent Responsive Party has such documents in his possession, custody, or control.  
22

23 **REQUEST NO. 8:**

24 DOCUMENTS sufficient to establish all deductible expenses related to USES  
25 OF "(NOT JUST) KNEE DEEP."

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27 **RESPONSE TO REQUEST NO. 8:**

28 Responding Party objects to Request No. 8 as vague, ambiguous, overly broad,



1 **RESPONSE TO REQUEST NO. 10:**

2 Responding Party objects to Request No. 10 as vague, ambiguous, overly broad,  
3 burdensome, oppressive, and violative of the attorney-client privilege, the attorney  
4 work product doctrine, and the constitutional right to privacy.

5 Without waiving the foregoing objections and limited to the allegations of the  
6 Complaint, Responding Party responds as follows:

7 Responding Party will produce non-privileged, responsive documents, if any, in  
8 his possession, custody, or control.

9 Dated: November 7, 2011

GRODSKY & OLECKI LLP

10  
11 By

Allen B. Grodsky

12 Attorneys for Defendants  
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November 14, 2011

**BY E-MAIL AND U.S. MAIL**

Jeffrey P. Thennisch  
Dobrusin Thennisch PC  
29 West Lawrence Street, Suite 210  
Pontiac, MI 48342

Re: Clinton v. Adams, et al.

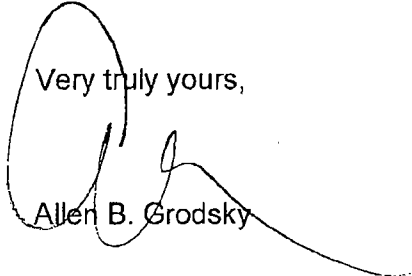
Dear Jeff:

I have not heard back from you in response to my November 8 letter asking you to meet and confer in connection with motions for summary judgment that certain of the defendants plan to file. Please call me today or tomorrow so that we can undertake this meet and confer process.

In addition, please find enclosed documents bates-stamped nos. D0001-23 which are non-confidential documents produced in connection with your client's requests for production of documents.

Finally, there are a number of confidential documents responsive to your requests for production that we have agreed to produce subject to entry of a confidentiality order. I have enclosed a draft confidentiality order for your review. The sooner we can get this executed and entered by the Court, the sooner we can produce the confidential documents. Please let me know if you have any changes or comments.

Very truly yours,



Allen B. Grodsky

ABG:mdw

Encl.

cc: Kara Cenar, Esq. (by e-mail)(w/encl.)  
Linda Burrow, Esq. (by e-mail)(w/encl.)  
Alison MacKenzie, Esq. (by e-mail)(w/encl.)

1 ALLEN B. GRODSKY (SBN 111064)  
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7 allen@grotsky-olecki.com (e-mail)

8 Attorneys for Defendants  
9 WILL ADAMS, et al.

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 GEORGE CLINTON, an individual,  
13 Plaintiff,

14 v.

15 WILL ADAMS, p/k/a will.i.am,  
16 individually and d/b/a WILL.I.AM MUSIC  
17 PUBLISHING, an individual; et al.,  
18 Defendants.

Case No. CV 10-9476 ODW (PLAx)

Honorable Otis D. Wright II, Ctrm 11

**STIPULATION FOR  
CONFIDENTIALITY ORDER**

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1 designate the portions of the record (including exhibits) containing  
2 Confidential Information. If such a designation is made, the  
3 original and each copy of the deposition transcript (including  
4 exhibits) shall bear the legend "CONFIDENTIAL" or "HIGHLY  
5 CONFIDENTIAL - ATTORNEY'S EYES ONLY" on the cover  
6 page. A party shall have up to fifteen (15) business days after  
7 receipt of a deposition transcript to designate it  
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -  
9 ATTORNEY'S EYES ONLY" on the cover page.

10 5. All discovery marked "CONFIDENTIAL" or "HIGHLY  
11 CONFIDENTIAL - ATTORNEY'S EYES ONLY" shall be used solely for the purpose  
12 of conducting this litigation between the parties and not for any business or other  
13 purpose.

14 6. For purposes of conducting this litigation, documents marked "HIGHLY  
15 CONFIDENTIAL - ATTORNEY'S EYES ONLY," or any summary or abstract  
16 thereof, may be disclosed only to the following persons:

- 17 (a) The United States District Court, Central District of California and  
18 all other clerks and other personnel in the United States District  
19 Court, Central District of California, before which this action is  
20 pending pursuant to paragraph 12 below;
- 21 (b) The counsel of record for the parties in this matter, and any office  
22 personnel employed by the counsel of record working under the  
23 direct supervision of said counsel;
- 24 (c) Experts or other persons necessarily retained by counsel to assist in  
25 the preparation of this litigation for trial, provided that said experts  
26 and consultants comply with this agreement in full and read, sign  
27 and agree to be bound by all of its terms including in-house  
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1 counsel who are actively involved in the prosecution or defense of  
2 this action by executing the agreement marked as Exhibit A.

3 (d) The author of the document or the original source of the  
4 information.

5 7. For purposes of conducting this litigation, documents marked  
6 "CONFIDENTIAL," or any summary or abstract thereof, may be disclosed only to the  
7 following persons:

8 (a) All persons to whom documents marked "HIGHLY  
9 CONFIDENTIAL - ATTORNEY'S EYES ONLY" may be  
10 disclosed;

11 (b) Any party to this action, including officers, directors, and  
12 employees;

13 (c) Third-party witnesses who already have access to the Confidential  
14 Information.

15 8. If any party deems it necessary to disclose Confidential Information to  
16 persons other than those designated above, such party must obtain written permission  
17 from the designating party prior to any disclosure of Confidential Information. If a  
18 request for such permission is denied by the designating party, and after the parties  
19 have met and conferred, then the party seeking disclosure may apply to the Court for  
20 permission to do so. If the person is ultimately permitted to review Confidential  
21 Information, he/she must execute a copy of Exhibit A attached hereto.

22 9. If corrected within a reasonable period of time, an inadvertent failure to  
23 designate qualified information or items as "CONFIDENTIAL" or "HIGHLY  
24 CONFIDENTIAL - ATTORNEY'S EYES ONLY" does not, standing alone, waive  
25 the producing party's right to secure protection under this Stipulation and  
26 Confidentiality Order for such material. If material is appropriately designated as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEY'S EYES ONLY"  
28 after the material was initially produced, the receiving party, on timely notification of

1 the designation, must make reasonable efforts to assure that the material is treated in  
2 accordance with the provisions of this Stipulation and Confidentiality Order.

3 10. If a party to this Stipulation and Confidentiality Order (or its counsel)  
4 becomes aware that disclosure of Confidential Information has been made to someone  
5 other than the persons identified in Paragraphs 5 and 6 above, that party shall  
6 immediately inform counsel for the party whose Confidential Information has been  
7 disclosed about the nature and circumstances of such disclosure, and shall promptly  
8 take all reasonable measures to prevent further unauthorized disclosure of the  
9 Confidential Information.

10 11. All Confidential Information produced shall be maintained in a secure  
11 facility with all reasonable measures being taken by the party in possession of such  
12 information and to ensure the protection of such information in accordance with the  
13 terms of this Order. Attorneys for the parties shall exercise reasonable care to ensure  
14 that when Confidential Information is used for the purposes permitted under this  
15 Order, the circumstances of such use do not reveal the content to the Confidential  
16 Information to any unauthorized person.

17 12. All parties in possession of materials designated by another party as  
18 Confidential Information shall take necessary steps to ensure that any copies of the  
19 Confidential Information are properly labeled as "CONFIDENTIAL" or "HIGHLY  
20 CONFIDENTIAL - ATTORNEY'S EYES ONLY."

21 13. Any party to this Stipulation and Confidentiality Order may, at any time,  
22 object that information designated as Confidential Information is not entitled to such  
23 protection under the terms of this Confidentiality Order by notifying the other parties  
24 in writing or so stating on the record during a deposition. Pursuant to C.D. California  
25 Local Rules 37-1, the parties shall first attempt, in good faith, to resolve such dispute  
26 by means of informal negotiation. If such negotiation fails to resolve the dispute,  
27 then, within ten (10) court days following the failure of such negotiations, or in the  
28 case of a deposition, within ten (10) court days after receiving a copy of the transcript

1 excerpt wherein the objection was made, the party challenging the designation of the  
2 information as Confidential Information shall have the burden of moving the Court for  
3 an order removing the designation pursuant to the discovery dispute procedures set  
4 forth in C.D. California Local Rules 37-1 through 37-3. The designating party shall  
5 then bear the burden of proving that the challenged designation is proper pursuant to  
6 the terms of this Confidentiality Order and the Federal Rules of Civil Procedure.  
7 Information designated as Confidential Information shall retain its status until either  
8 the parties expressly agree otherwise in writing or the Court orders otherwise.

9       14. When any Confidential Information is filed with the United States  
10 District Court, Central District of California, which is designated "CONFIDENTIAL"  
11 or "HIGHLY CONFIDENTIAL - FOR ATTORNEY'S EYES ONLY," it shall be filed  
12 in accordance with Central District Local Rule 79-5 as follows:

13               No case or document shall be filed under seal without prior approval by  
14 the Court. Where approval is required, a written application and a  
15 proposed order shall be presented to the judge along with the document  
16 submitted for filing under seal. The proposed order shall address both the  
17 sealing of the application and order itself, if appropriate. The original  
18 and judge's copy of the document shall be sealed in separate envelopes  
19 with a copy of the title page attached to the front of each envelope.

20               Conformed copies need not be placed in sealed envelopes. Where under-  
21 seal filings are authorized by statute or rule, the authority therefor shall  
22 appear on the title page of the proposed filing. Applications and Orders  
23 to Seal, along with the material to be placed under seal, shall not be  
24 electronically filed but shall be filed manually in the manner prescribed  
25 by Local Rule 79-5. A Notice of Manual Filing shall also be  
26 electronically filed identifying materials being manually filed.

27       15. Other than the Court (including its clerks, reporters and staff) and  
28 counsel, who have appeared of record in this case, including partners, associates, and



1 employees of such counsel, each person to whom any Confidential Information is  
2 disclosed pursuant to this Stipulation and Confidentiality Order shall be advised that  
3 such information is being disclosed pursuant to and subject to the terms of this  
4 Confidentiality Order of the Court. Each person to whom any Confidential  
5 Information is disclosed pursuant to this Stipulation and Confidentiality Order shall be  
6 further advised that he/she shall not disclose the Confidential Information to any other  
7 person not bound by this Confidentiality Order.

8 16. Nothing in the parties' Stipulation and this Confidentiality Order  
9 (a) affects, in any way, the admissibility of any documents, testimony, or other  
10 evidence at trial; or (b) restricts the use of information obtained from sources other  
11 than discovery, motion practice, or voluntary disclosure of information by any party  
12 conducted under the terms of the parties' Stipulation and this Order.

13 17. Within sixty (60) days after the termination of this litigation and the  
14 expiration of the time for appeal, all originals and copies of any documents containing  
15 Confidential Information, and all extracts of such documents shall be destroyed or  
16 returned to the party who produced such documents unless that party otherwise agrees  
17 in writing.

18 18. Except as specifically provided herein, the terms, conditions and  
19 limitations of this Stipulation and Confidentiality Order shall survive the termination  
20 of this litigation, and the Court shall retain jurisdiction with respect to this  
21 Confidentiality Order following termination of this litigation.

22 19. The parties' Stipulation and this Confidentiality Order may only be  
23 modified by written agreement of the parties, subject to the approval of the Court, or  
24 by the Court upon good cause shown.

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IT IS HEREBY STIPULATED BY AND BETWEEN the parties that the Court issue a Confidentiality Order in the form submitted herewith.

Dated: November 14, 2011

GRODSKY & OLECKI LLP

By Allen B. Grodsky

Attorneys for Defendants Will Adams, Jaime Gomez, Allan Pineda, Stacy Ferguson, will.i.am music, inc., Tab Magnetic, Inc., and Cherry Lane Music Publishing Company, Inc.

Dated: November 14, 2011

DOBRUSIN & THENNISCH PC

By Jeffrey Thennisch

Attorneys for Plaintiff George Clinton

Dated: November 14, 2011

CALDWELL LESLIE & PROCTOR, PC

By Linda M. Burrow

Attorneys for Defendant UMG Recordings, Inc.

Dated: November 14, 2011

BRYAN CAVE LLP

By Kara E.F. Cenar

Attorneys for Defendants George Pajon, Jr., El Cubano Music, Inc., EMI Blackwood Music, Inc.

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6  
7 Attorneys for Plaintiff GEORGE CLINTON

8  
9  
10 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

11  
12 GEORGE CLINTON, an individual,

13 Plaintiff,

14 v.

15  
16 WILL ADAMS, p/k/a will,I,am  
17 individually and d/b/a will.i.am music  
publishing , et al.,

18 Defendants.  
19

Case No. CV 10-09476-ODW-PLA

The Honorable Otis D. Wright II

**GEORGE CLINTON'S RESPONSES  
TO DEFENDANTS' FIRST SET OF  
REQUESTS TO ADMIT**

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28 Exhibit 12, page 75

1 **RESPONSE TO REQUEST NO. 10:**

2 Deny.

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4 **REQUEST NO.11:**

5 Admit that the song "Shut Up Remix" contains a licensed sample of the  
6 sound recording "(Not Just) Knee Deep."  
7

8 **RESPONSE TO REQUEST NO. 11:**

9 Deny.

10  
11 **REQUEST NO. 12:**

12 Admit that YOU are a member of C Kunspyruhzy, LLC.

13  
14 **RESPONSE TO REQUEST NO. 12:**

15 Admit.

16  
17 **REQUEST NO. 13:**

18 Admit that YOU have an ownership interest in C Kunspyruhzy, LLC.

19 **RESPONSE TO REQUEST NO. 13:**

20 Admit.

21  
22 **REQUEST NO. 14:**

23 Admit that, in 2009, YOU authorized your son to sign contracts on YOUR  
24 behalf.  
25

26  
27 **RESPONSE TO REQUEST NO. 14:**  
28

1 DATED: February 10, 2012

/s/Jeffrey P. Thennisch  
Dobrusin & Thennisch PC  
29 W. Lawrence Street  
Suite 210  
Pontiac, Michigan 48342  
(248) 292-2920  
(248) 292-2910

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey P. Thennisch P51499 29 W. Lawrence Street, Suite 210 Pontiac, Michigan 48342 TELEPHONE NO.: 248-292-2920      FAX NO. (Optional): 248-292-2910 E-MAIL ADDRESS (Optional): jeff@patentco.com ATTORNEY FOR (Name): George Clinton	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: George Clinton DEFENDANT/RESPONDENT: Will Adams, et al.,	CASE NUMBER: CV 10-9476 ODW (PLAx)
<p style="text-align: center;"><b>PROOF OF SERVICE—CIVIL</b></p> Check method of service (only one): <input type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax <input type="checkbox"/> By Electronic Service	JUDGE: Honorable Otis D. Wright II DEPT.:

*(Do not use this proof of service to show service of a Summons and complaint.)*

1. At the time of service I was over 18 years of age and not a party to this action.
2. My residence or business address is:  
 29 W. Lawrence Street, Suite 210 Pontiac Michigan 48342
3.  The fax number or electronic service address from which I served the documents is (complete if service was by fax or electronic service):
4. On (date): February 10, 2012 I served the following documents (specify):  
 Plaintiff, George Clinton's responses to Defendants Requests to Admit  
  
 The documents are listed in the Attachment to Proof of Service—Civil (Documents Served) (form POS-040(D)).
5. I served the documents on the person or persons below, as follows:
  - a. Name of person served: see attached service list
  - b.  (Complete if service was by personal service, mail, overnight delivery, or messenger service.)  
 Business or residential address where person was served:  
 see attached service list
  - c.  (Complete if service was by fax or electronic service.)
    - (1) Fax number or electronic service address where person was served:
    - (2) Time of service:
- The names, addresses, and other applicable information about persons served is on the Attachment to Proof of Service—Civil (Persons Served) (form POS-040(P)).
6. The documents were served by the following means (specify):
  - a.  **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

CASE NAME: George Clinton v. Will Adams, et al.	CASE NUMBER: CV 10-9476 ODW (PLAx)
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6. b.  **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and (*specify one*):
- (1)  deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
  - (2)  placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (*city and state*): Pontiac, Michigan
- c.  **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d.  **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. (*A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.*)
- e.  **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.
- f.  **By electronic service.** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in item 5.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: February 10, 2012

Jeffrey P. Thennisch

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

**DECLARATION OF MESSENGER**

- By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package, which was clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on (*date*):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

March 18, 2010

Via Email Rachel [Rachel@ghlh.com](mailto:Rachel@ghlh.com)  
Original Via Certified Mail RRR

Goldring Hertz & Lichtenstein LLP  
450 North Roxbury Drive, 8th Floor  
Beverly Hills, CA 90210

Attention: Rachel Rosoff, Esq.

Re: Our Client: George Clinton Jr. p/k/a Funkadelic ("George Clinton")  
Your Client: Black Eyed Peas

Dear Rachel:

As discussed in our telephone conversation on March 16, 2010 subsequent to my telephone conversation with you on March 12, 2010, I forwarded the documents attached to your two (2) emails to me to our client, George Clinton Jr. for his review. Mr. Clinton denied signing both the license agreement and the W-9 attached to your emails.

We have been instructed by Mr. Clinton to advise you of the following:

1. Mr. Clinton is and has been since 1993 the sole copyright owner of the master recording of the musical composition: "Not Just Knee Deep" ("Knee Deep");
2. Mr. Clinton has not entered in to an agreement with DMG Clearances, Inc., or any other person or entity, for a license for the use of Knee Deep in any other musical composition including your client's musical composition "Shut Up" also known as "Shut The Phunk Up" and "Shut Up (Remix)" ("Shut Up");
3. Mr. Clinton does not know Ian Allen or Now Or Later Inc. and has never discussed the licensing of Knee Deep with him;



4. Mr. Clinton knows Eban R. Kelly doing business as Eban Multi-Media Group, Inc.. On August 4, 2009 Mr. Kelly emailed the proposed agreement from DMG Clearances, Inc. to Mr. Clinton's daughter, Barbarella Bishop. That same day Barbarella Bishop told Mr. Kelly George had been discussing the terms of a licensing agreement with Will I Am, did not agree with the advance or royalty rate proposed by DMG and would not sign the agreement. At no time did George Clinton enter into any agreement with Eban Kelly for the licensing of Knee Deep nor did he authorize Mr. Kelly to offer to license or enter into an agreement to license Knee Deep ;
5. Mr. Clinton did not receive the check for fifteen thousand dollars (\$15,000) attached to your email. The first time he saw it, or learned about it, was when we emailed a copy of it to him; and
6. Mr. Clinton is prepared to license Knee Deep for use in Shut Up for a commercially reasonable fee based on a significant monetary advance against a per unit penny rate royalty plus interest at a commercially reasonable rate on all royalties accrued, or accruing due, and payable from the date of the first unauthorized commercial use of the work to date of payment.

Your client has been and is intentionally infringing on Mr. Clinton's exclusive copyright ownership of Knee Deep since at least 2003 when A&M Records released "Shut Up" on the Elephunk album.

If we have not entered into a license for the use of Knee Deep within ten (10) days of the date of this letter, this letter constitutes our demand that your client and any other person or entity involved in any way with the distribution and sale of Shut Up and any derivative or related products in any and all media for either audio or audio visual uses ("Products") cease and desist any and all activities related to the Products, recall the Products from the marketplace and immediately pay to Mr. Clinton any and all profits derived from the sale of the Products.

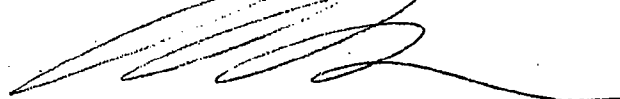
Your client's failure to comply with this demand will result in our client pursuing any and all remedies available to him by statute and common law, including but not limited to, injunctive relief.

This letter is written without prejudice to Mr. Clinton's legal and equitable rights and remedies all of which are expressly reserved herein.

If you have any questions regarding this letter or our representation of our client in general in this matter, please do not hesitate to contact me at any time.

Yours truly,

**Allan Law Group, P.C.**



Robert J. Allan, Esq.

RJA:jz

Via Certified Mail RRR  
Interscope Records, Inc.  
2220 Colorado Avenue  
Santa Monica, CA 90404-3506

1 JEFFREY P. THENNISCH (Michigan Bar Number P51499)  
(appearing Pro Hac Vice)  
2 jeff@patentco.com  
DOBRUSIN THENNISCH PC  
3 29 West Lawrence Street, Suite 210  
Pontiac, Michigan 48342  
4 Telephone: (248) 292-2920  
Facsimile: (248) 292-2910  
5

6 Attorneys for Plaintiff GEORGE CLINTON  
7

8 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
9

10 GEORGE CLINTON, an individual,

11 Plaintiff,

12 v.

13 WILL ADAMS, p/k/a will,I,am  
individually and d/b/a will.i.am music  
publishing , et al.,  
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15 Defendants.  
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Case No. CV 10-09476-ODW-PLA

The Honorable Otis D. Wright II

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

Action Filed: December 10, 2010

18  
19 Pursuant to Rule 26 and Rule 34 of the Federal Rules of Civil Procedure,  
20 Plaintiff, George Clinton (hereinafter "CLINTON") hereby responds and objects  
21 to the First Demand For Production Of Documents Propounded By Defendant  
22 Will Adams To Plaintiff George Clinton as follows.  
23

PLAINTIFF'S RESPONSE TO FIRST DEMAN FOR PRODUCTION OF  
DOCUMENTS NO. 1-31 - PAGE 1  
CASE NO. 10-CV-09476-ODW-PLA

1 attorney-client privilege, the attorney work product doctrine, or any other  
2 legally cognizable privilege.

3  
4 **REQUEST NO. 21:**

5 All DOCUMENTS which YOU contend support the allegation in  
6 Paragraph 71 of the COMPLAINT that "[a]s a direct and proximate result of  
7 defendants' conduct, Plaintiff has suffered actual damages including lost  
8 profits, lost opportunities, loss of goodwill, lost publicity, attorney's fees and  
9 interest."

10 **RESPONSE:**

11 CLINTON objects to this request on the basis of the General Objections  
12 set forth above as well as on the grounds that it is premature, and Clinton has  
13 not yet completed his own discovery, investigation of the facts, calculation of  
14 damages, or preparation for trial. CLINTON further objects to this request to  
15 the extent that it seeks legal analysis and conclusions, a process which is  
16 ongoing, and therefore calls for the disclosure of information protected by  
17 attorney-client privilege, the attorney work product doctrine, or any other  
18 legally cognizable privilege.

19 **REQUEST NO. 22:**

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

23 **RESPONSE:**

CLINTON objects to this request on the basis of the General Objections

1 All DOCUMENTS which YOU contend support the allegation in  
2 Paragraph 76 of the COMPLAINT that "each of the named defendants in this  
3 paragraph knew that authorization had not been obtained from the legal and  
4 equitable owner of the sound recording copyright of '(Not Just) Knee Deep'  
5 prior to the occurrence of the infringing acts alleged in this claim."

6 **RESPONSE:**

7 CLINTON objects to this request on the basis of the General Objections  
8 set forth above as well as on the grounds that it is premature, and Clinton has  
9 not yet completed his own discovery, investigation of the facts, calculation of  
10 damages, or preparation for trial. CLINTON further objects to this request to  
11 the extent that it seeks legal analysis and conclusions, a process which is  
12 ongoing, and therefore calls for the disclosure of information protected by  
13 attorney-client privilege, the attorney work product doctrine, or any other  
14 legally cognizable privilege.

15 **REQUEST NO. 25:**

16 All DOCUMENTS which YOU contend support the allegation in  
17 Paragraph 81 of the COMPLAINT that "[a]s a result of the defendants'  
18 infringements, Plaintiff has suffered damages, and will continue to suffer  
19 damages."

20 **RESPONSE:**

21 CLINTON objects to this request on the basis of the General Objections  
22 set forth above as well as on the grounds that it is premature, and Clinton has  
23 not yet completed his own discovery, investigation of the facts, calculation of  
damages, or preparation for trial. CLINTON further objects to this request to

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**REQUEST NO. 31:**

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

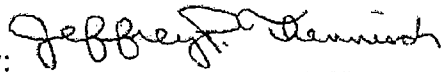
**RESPONSE:**

CLINTON objects to this request on the basis of the General Objections set forth above as well as on the grounds that it is premature, and Clinton has not yet completed his own discovery, investigation of the facts, calculation of damages, or preparation for trial. CLINTON further objects to this request to the extent that it seeks legal analysis and conclusions, a process which is ongoing, and therefore calls for the disclosure of information protected by attorney-client privilege, the attorney work product doctrine, or any other legally cognizable privilege.

RESPONSES dated this 29th day of February, 2012.

As to objections:

Dated: February 29, 2012

By:   
Jeffrey P. Thennisch  
Attorney for Plaintiff  
Dobrusin Thennisch PC  
29 West Lawrence Street, Suite 210  
Pontiac, Michigan 48342  
(248) 292-2920