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6 Attorneys for Defendants
UMG RECORDINGS, INC and
7 INTERSCOPE RECORDS

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **SOUTHERN DIVISION**

12 BRYAN PRINGLE, an individual,
13
14 Plaintiff,

15 v.

16 WILLIAM ADAMS, JR.; STACY
FERGUSON; ALAN PINEDA; and
17 JAIME GOMEZ, all individually and
collectively as the music group the
Black Eyed Peas; DAVID GUETTA;
18 FREDERICK RIESTERER; UMG
RECORDINGS, INC.; INTERSCOPE
19 RECORDS; EMI APRIL MUSIC,
INC.; HEADPHONE JUNKIE
20 PUBLISHING, LLC; WILLIAM
MUSIC, LLC; JEEPNEY MUSIC,
21 INC.; TAB MAGNETIC
PUBLISHING; CHERRY RIVER
22 MUSIC, CO.; SQUARE RIVOLI
PUBLISHING; RISTER EDITIONS;
23 and SHAPIRO, BERNSTEIN & CO.,

24 Defendants.

Case No. SACV 10-1656 JST (RZx)

**DEFENDANTS UMG
RECORDINGS, INC. AND
INTERSCOPE RECORDS'
ANSWER TO FIRST AMENDED
COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

Trial Date: None Set

1 Pursuant to Rule 8(b) of the Federal Rules of Civil Procedure, Defendants
2 UMG Recordings, Inc. (“UMG”) and Interscope Records (“Interscope”)
3 (collectively, the “UMG Defendants”) hereby answer the First Amended Complaint
4 (the “FAC”) of Plaintiff Bryan Pringle (“Plaintiff”). If an averment is not
5 specifically admitted, it is hereby denied.

6 **INTRODUCTION**

7 1. Answering paragraph 1, the UMG Defendants admit that the FAC
8 alleges copyright infringement against the Defendants, but deny any liability to
9 Plaintiff whatsoever. Except as expressly admitted herein, the UMG Defendants
10 deny each and every allegation contained in paragraph 1.

11 2. Answering paragraph 2, the UMG Defendants admit that this suit seeks
12 the relief stated in this paragraph, but deny that Plaintiff is entitled to such relief.
13 The UMG Defendants lack sufficient information to admit or deny the remaining
14 allegations contained in paragraph 2, and on such basis deny each and every such
15 allegation.

16 3. Answering paragraph 3, the UMG Defendants lack sufficient
17 information to admit or deny the allegations contained in paragraph 3, and on such
18 basis deny each and every such allegation.

19 4. Answering paragraph 4, the UMG Defendants deny each and every
20 allegation contained therein.

21 5. Answering paragraph 5, the UMG Defendants deny each and every
22 allegation contained therein.

23 6. Answering paragraph 6, the UMG Defendants deny each and every
24 allegation contained therein.

25 **JURISDICTION AND VENUE**

26 7. Answering paragraph 7, the UMG Defendants admit that Plaintiff
27 purports to bring this action pursuant to 17 U.S.C. §§ 101 *et seq.* and 1338(a) but
28 deny any liability to Plaintiff whatsoever.

1 8. Answering paragraph 8, the UMG Defendants admit that their principal
2 places of business are in this District. The UMG Defendants lack sufficient
3 information to admit or deny the remaining allegations contained in paragraph 8,
4 and on such basis deny each and every such allegation.

5 **GENERAL ALLEGATIONS**

6 **A. Parties**

7 9. Answering paragraph 9 the UMG Defendants lack sufficient
8 information to admit or deny the allegations contained in this paragraph, and on
9 such basis deny each and every such allegation.

10 10. Answering paragraph 10, the UMG Defendants admit that Defendant
11 William Adams Jr. is an individual professionally known as Will.I.Am and one of
12 the members of the Black Eyed Peas. The UMG Defendants lack sufficient
13 information to admit or deny the remaining allegations in paragraph 10 and on such
14 basis deny each and every such allegation.

15 11. Answering paragraph 11, the UMG Defendants admit that Stacy
16 Ferguson is an individual professionally known as Fergie and one of the members of
17 the Black Eyed Peas. The UMG Defendants lack sufficient information to admit or
18 deny the remaining allegations in paragraph 11, and on such basis deny each and
19 every such allegation.

20 12. Answering paragraph 12, the UMG Defendants admit that Allan Pineda
21 is an individual professionally known as apl.de.ap and one of the members of the
22 Black Eyed Peas. The UMG Defendants lack sufficient information to admit or
23 deny the remaining allegations in paragraph 12, and on such basis deny each and
24 every such allegation.

25 13. Answering paragraph 13, the UMG Defendants admit that Jaime
26 Gomez is an individual professionally known as Taboo and one of the members of
27 the Black Eyed Peas. The UMG Defendants lack sufficient information to admit or
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1 deny the remaining allegations in paragraph 13, and on such basis deny each and
2 every such allegation.

3 14. Answering paragraph 14, the UMG Defendants admit that David
4 Guetta is an individual songwriter and music producer who has, among other things,
5 co-produced sound recordings by the Black Eyed Peas. The UMG Defendants lack
6 sufficient information to admit or deny the remaining allegations in paragraph 14,
7 and on such basis deny each and every such allegation.

8 15. Answering paragraph 15, the UMG Defendants admit that Frederick
9 Riesterer is an individual songwriter and music producer who has, among other
10 things, co-produced sound recordings by the Black Eyed Peas. The UMG
11 Defendants lack sufficient information to admit or deny the remaining allegations in
12 paragraph 15, and on such basis deny each and every such allegation.

13 16. Answering Paragraph 16, the UMG Defendants admit that UMG
14 Recordings, Inc. (“UMG”) is a Delaware corporation and that UMG is in the
15 business of releasing sound recordings through various record labels. The UMG
16 Defendants deny that UMG’s principal place of business is in Los Angeles,
17 California. To the extent that any further response is required, the UMG Defendants
18 lack sufficient information to admit or deny the remaining allegations in paragraph
19 16, and on such basis deny each and every such allegation.

20 17. Answering paragraph 17, the UMG Defendants admit that Defendant
21 Interscope Records (“Interscope”) is a California general partnership and that UMG
22 is the managing partner of Interscope. The UMG Defendants further admit that the
23 Black Eyed Peas are signed as artists to the Interscope Records label. Except as
24 expressly admitted herein, the UMG Defendants deny each and every allegation
25 contained in paragraph 17.

26 18. Answering paragraph 18, the UMG Defendants lack sufficient
27 information to admit or deny the allegations contained in this paragraph, and on
28 such basis deny each and every such allegation.

1 19. Answering paragraph 19, the UMG Defendants lack sufficient
2 information to admit or deny the allegations contained in this paragraph, and on
3 such basis deny each and every such allegation.

4 20. Answering paragraph 20, the UMG Defendants lack sufficient
5 information to admit or deny the allegations contained in this paragraph, and on
6 such basis deny each and every such allegation.

7 21. Answering paragraph 21, the UMG Defendants lack sufficient
8 information to admit or deny the allegations contained in this paragraph, and on
9 such basis deny each and every such allegation.

10 22. Answering paragraph 22, the UMG Defendants lack sufficient
11 information to admit or deny the allegations contained in this paragraph, and on
12 such basis deny each and every such allegation.

13 23. Answering paragraph 23, the UMG Defendants lack sufficient
14 information to admit or deny the allegations contained in this paragraph, and on
15 such basis deny each and every such allegation.

16 24. Answering paragraph 24, the UMG Defendants lack sufficient
17 information to admit or deny the allegations contained in this paragraph, and on
18 such basis deny each and every such allegation.

19 25. Answering paragraph 25, the UMG Defendants lack sufficient
20 information to admit or deny the allegations contained in this paragraph, and on
21 such basis deny each and every such allegation.

22 26. Answering paragraph 26, the UMG Defendants lack sufficient
23 information to admit or deny the allegations contained in this paragraph, and on
24 such basis deny each and every such allegation.

25 **B. Plaintiff's Creation and Protection of His Original Work**

26 27. Answering paragraph 27, the UMG Defendants lack sufficient
27 information to admit or deny the allegations contained in this paragraph, and on
28 such basis deny each and every such allegation.

1 28. Answering paragraph 28, the UMG Defendants admit that a copyright
2 registration for the album “Dead Beat Club: 1998” is attached to the FAC as Exhibit
3 “B.” The UMG Defendants lack sufficient information to admit or deny the
4 remaining allegations contained in paragraph 28, and on such basis deny each and
5 every such allegation.

6 29. Answering paragraph 29, the UMG Defendants lack sufficient
7 information to admit or deny the allegations contained in this paragraph, and on
8 such basis deny each and every such allegation.

9 30. Answering paragraph 30, the UMG Defendants lack sufficient
10 information to admit or deny the allegations contained in this paragraph, and on
11 such basis deny each and every such allegation.

12 **C. Defendants’ Access to and Copying of Plaintiff’s Copyrighted Song**
13 **“Take a Dive”**

14 31. Answering paragraph 31, the UMG Defendants lack sufficient
15 information to admit or deny the allegations contained in this paragraph, and on
16 such basis deny each and every such allegation.

17 32. Answering paragraph 32, the UMG Defendants lack sufficient
18 information to admit or deny the allegations contained in this paragraph, and on
19 such basis deny each and every such allegation.

20 33. Answering paragraph 33, the UMG Defendants lack sufficient
21 information to admit or deny the allegations contained in this paragraph, and on
22 such basis deny each and every such allegation.

23 34. Answering paragraph 34, the UMG Defendants admit that, at various
24 times, Defendant Adams has performed consulting services to Interscope. The
25 UMG Defendants deny each and every remaining allegation contained in paragraph
26 34 to the extent it pertains to Interscope. The UMG Defendants lack sufficient
27 information to admit or deny the remaining allegations contained in paragraph 34,
28 and on such basis deny each and every such allegation.

1 35. Answering paragraph 35, the UMG Defendants deny each and every
2 allegation contained therein.

3 36. Answering paragraph 36, the UMG Defendants deny each and every
4 allegation contained therein.

5 37. Answering paragraph 37, the UMG Defendants deny each and every
6 allegation contained therein.

7 38. Answering paragraph 38, the UMG Defendants lack sufficient
8 information to admit or deny the allegations contained in this paragraph, and on
9 such basis deny each and every such allegation.

10 39. Answering paragraph 37, the UMG Defendants deny each and every
11 allegation contained therein.

12 **D. Substantial Similarity Between “Take a Dive” and “I Gotta Feeling”**

13 40. Answering paragraph 40, the UMG Defendants admit that a copy of “I
14 Gotta Feeling” is contained as Track 3 on Exhibit “A” to the FAC. Except as
15 expressly admitted herein, the UMG Defendants deny each and every allegation
16 contained in paragraph 40.

17 41. Answering paragraph 41, the UMG Defendants deny each and every
18 allegation contained therein.

19 42. Answering paragraph 42, the UMG Defendants deny each and every
20 allegation contained therein.

21 43. Answering paragraph 43, the UMG Defendants deny that “Take a
22 Dive” is substantially similar to “I Gotta Feeling,” and further deny that the
23 purported similarities described in subparagraphs (a) through (l) evidence any
24 infringement. The UMG Defendants lack sufficient information to admit or deny
25 the remaining allegations contained in paragraph 43, and on such basis deny each
26 and every such allegation.

1 **E. The Aftermath of “I Gotta Feeling’s” Release**

2 44. Answering paragraph 44, The UMG Defendants admit that the song “I
3 Gotta Feeling” was released in or around June 2009 as the second single from the
4 Black Eyed Peas album entitled *The E.N.D.*

5 45. Answering paragraph 45, the UMG Defendants admit the allegations in
6 sub-paragraph (c) and further admit that “I Gotta Feeling” was licensed for
7 commercials. Except as expressly admitted herein, the UMG Defendants deny the
8 allegations contained in paragraph 45.

9 46. Answering paragraph 46, the UMG Defendants lack sufficient
10 information to admit or deny the allegations contained in this paragraph, and on
11 such basis deny each and every such allegation.

12 **E. Defendants’ Conspiracy to Engage in and Conduct a Pattern and**
13 **Practice of Ongoing Willful Copyright Infringement as to Others**

14 47. Answering paragraph 47, the UMG Defendants deny each and every
15 allegation contained therein.

16 48. Answering paragraph 48, the UMG Defendants deny each and every
17 allegation contained therein.

18 49. Answering paragraph 49, the UMG Defendants deny each and every
19 allegation contained therein.

20 50. Answering paragraph 50, the UMG Defendants deny each and every
21 allegation contained therein.

22 51. Answering paragraph 51, the UMG Defendants deny each and every
23 allegation contained therein.

24 52. Answering paragraph 52, the UMG Defendants deny each and every
25 allegation contained therein.

26 53. Answering paragraph 53, the UMG Defendants deny each and every
27 allegation contained therein.

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1 54. Answering paragraph 54, the UMG Defendants deny each and every
2 allegation contained in this paragraph as it pertains to the UMG Defendants. The
3 UMG Defendants lack sufficient information to admit or deny the remaining
4 allegations contained in this paragraph, and on such basis deny each and every such
5 allegation.

6 55. Answering paragraph 55, the UMG Defendants are aware of other un-
7 proven allegations against the Black Eyed Peas, but deny the remaining allegations
8 contained in this paragraph as they pertain to the UMG Defendants. The UMG
9 Defendants lack sufficient information to admit or deny the remaining allegations
10 contained in this paragraph, and on such basis deny each and every such allegation.

11 56. Answering paragraph 56, the UMG Defendants lack sufficient
12 information to admit or deny the allegations contained in this paragraph, and on
13 such basis deny each and every such allegation.

14 57. Answering paragraph 57, the UMG Defendants lack sufficient
15 information to admit or deny the allegations contained in this paragraph, and on
16 such basis deny each and every such allegation.

17 58. Answering paragraph 58, the UMG Defendants deny each and every
18 allegation contained therein.

19 59. Answering paragraph 59, the UMG Defendants lack sufficient
20 information to admit or deny the allegations contained in this paragraph, and on
21 such basis deny each and every such allegation.

22 60. Answering paragraph 60, the UMG Defendants deny each and every
23 allegation contained therein.

24 **ANSWER TO CLAIM FOR COPYRIGHT INFRINGEMENT**

25 61. Answering paragraph 61, the UMG Defendants hereby incorporate
26 their answers to Paragraphs 1 through 60, inclusive.

27 62. Answering paragraph 62, the UMG Defendants deny each and every
28 allegation contained therein.

1 63. Answering paragraph 63, the UMG Defendants deny each and every
2 allegation contained therein.

3 64. Answering paragraph 64, the UMG Defendants deny each and every
4 allegation contained therein.

5 65. Answering paragraph 65, the UMG Defendants deny each and every
6 allegation contained therein.

7 66. Answering paragraph 66, the UMG Defendants deny each and every
8 allegation contained therein.

9 67. Answering paragraph 67, the UMG Defendants deny each and every
10 allegation contained therein.

11 68. Answering paragraph 68, the UMG Defendants deny each and every
12 allegation contained therein.

13 69. Answering paragraph 69, the UMG Defendants deny each and every
14 allegation contained therein.

15 **ANSWER TO PRAYER FOR RELIEF**

16 Answering paragraphs (a) to (g) of the prayer for relief, the UMG Defendants
17 deny that Plaintiff is entitled to the relief sought in these paragraphs, and deny that
18 Plaintiff is entitled to any relief whatsoever.

19 **AFFIRMATIVE DEFENSES**

20 The UMG Defendants plead the following separate and distinct affirmative
21 defenses without conceding that they bear the burden of proof as to any of these
22 issues. The UMG Defendants reserve the right to assert additional affirmative
23 defenses that discovery indicates are proper.

24 **FIRST AFFIRMATIVE DEFENSE**

25 **(Failure to State a Claim)**

26 1. Plaintiff's FAC, and each cause of action alleged therein, fails to state a
27 claim upon which relief can be granted.

1 **SECOND AFFIRMATIVE DEFENSE**

2 **(Indemnity)**

3 2. To the extent that Plaintiff is entitled to recover from the UMG
4 Defendants, the UMG Defendants are entitled to equitable and contractual
5 indemnity from other persons and parties causing or contributing to such damages.

6 **THIRD AFFIRMATIVE DEFENSE**

7 **(Apportionment of Fault)**

8 3. Plaintiff's damages, if any, were caused by the negligence and/or acts
9 or omissions of parties other than the UMG Defendants, whether or not parties to
10 this action. By reason thereof, Plaintiff's damages, if any, as against the UMG
11 Defendants, must be reduced by the proportion of fault attributable to such other
12 parties, and to the extent that this is necessary, the UMG Defendants may be entitled
13 to partial indemnity from others on a comparative fault basis.

14 **FOURTH AFFIRMATIVE DEFENSE**

15 **(Intervening and Superseding Cause)**

16 4. Assuming Plaintiff suffered or sustained any loss, damage or injury,
17 which Defendants specifically deny, such loss, damage or injury was proximately
18 caused or contributed to by the negligence or wrongful conduct of other parties,
19 persons or entities, including Plaintiff, and that their negligence or wrongful conduct
20 was an intervening and superseding cause of the purported loss, damage or injury of
21 which Plaintiff complains.

22 **FIFTH AFFIRMATIVE DEFENSE**

23 **(Justification and Privilege)**

24 5. Plaintiff's FAC, and each cause of action alleged therein, is barred by
25 the doctrine of justification and privilege, in that all actions by the UMG Defendants
26 were lawful and were fair and reasonable under the circumstances.

1 **SIXTH AFFIRMATIVE DEFENSE**

2 **(Waiver)**

3 6. Plaintiff's FAC, and each cause of action alleged therein, is barred in
4 whole or in part by the doctrine of waiver.

5 **SEVENTH AFFIRMATIVE DEFENSE**

6 **(Consent)**

7 7. Plaintiff's FAC, and each cause of action alleged therein, fails because
8 Plaintiff, and/or the persons and/or entities acting on their behalf, consented to and
9 acquiesced in the subject conduct.

10 **EIGHTH AFFIRMATIVE DEFENSE**

11 **(Laches)**

12 8. Plaintiff's FAC, and each cause of action alleged therein, is barred in
13 whole or in part by the doctrine of laches.

14 **NINTH AFFIRMATIVE DEFENSE**

15 **(Estoppel)**

16 9. Plaintiff's FAC, and each cause of action alleged therein, is barred in
17 whole or in part by the doctrine of estoppel.

18 **TENTH AFFIRMATIVE DEFENSE**

19 **(Failure to Mitigate)**

20 10. Assuming that any loss, injury or damage occurred as Plaintiff alleges,
21 which the UMG Defendants specifically deny, Plaintiff has failed to mitigate those
22 damages.

23 **ELEVENTH AFFIRMATIVE DEFENSE**

24 **(Unclean Hands)**

25 11. Plaintiff's FAC, and each cause of action alleged therein, is barred in
26 whole or in part by the doctrine of unclean hands.

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1 **TWELFTH AFFIRMATIVE DEFENSE**

2 **(Speculative Damages)**

3 12. The damages alleged in Plaintiff's FAC are impermissibly remote and
4 speculative, and, therefore, Plaintiff is barred from the recovery of any such
5 damages against the UMG Defendants.

6 **THIRTEENTH AFFIRMATIVE DEFENSE**

7 **(Innocent Infringement)**

8 13. As to each and all claims for relief based upon the UMG Defendants'
9 alleged infringement of alleged copyrights owned by Plaintiff, Plaintiff is barred
10 from recovering damages arising from such alleged infringement, or such damages
11 should be reduced, because any infringement by the UMG Defendants was innocent
12 and without notice or knowledge of Plaintiff's purported rights.

13 **FOURTEENTH AFFIRMATIVE DEFENSE**

14 **(Misuse of Copyright)**

15 14. As to any and all claims for relief based upon the UMG Defendants'
16 alleged infringement of alleged copyrights owned by Plaintiff, Plaintiff's actions
17 constitute misuse of copyright.

18 **FIFTEENTH AFFIRMATIVE DEFENSE**

19 **(Fraud on the Copyright Office)**

20 15. As to each and all of the claims for relief based on alleged infringement
21 of alleged copyrights owned by Plaintiff, Plaintiff's claims are barred because any
22 copyright registrations by Plaintiff were obtained by fraud on the Copyright Office.

23
24 WHEREFORE, the UMG Defendants pray for relief as follows:

- 25 1. That the FAC be dismissed, with prejudice and in its entirety;
26 2. That Plaintiff take nothing by reason of this FAC and that judgment is
27 entered against Plaintiff and in favor of the UMG Defendants;

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DATED: February 14, 2011 Respectfully submitted,

By /s/
LINDA M. BURROW
Attorneys for Defendants
UMG RECORDINGS, INC. and
INTERSCOPE RECORDS