

EXHIBIT N



Transcript of the Testimony of **STACY FERGUSON**

Date: July 27, 2011

Case: BRYAN PRINGLE v. WILLIAM ADAMS, et al.

FOX AND ASSOCIATES COURT REPORTERS, INC.

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1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

3
4
5 BRYAN PRINGLE, an individual,)
6 Plaintiff,)
7)

8 vs.) Case No.
9) SACV 10-1656 JST(RZx)

10 WILLIAM ADAMS, JR.; STACY)
11 FERGUSON; ALLAN PINEDA; and,)
12 JAIME GOMEZ, all individually)
and collectively as the music)
group The Black Eyed Peas,)
et al.,)
Defendants.)
_____)

13
14
15 C O N F I D E N T I A L

16 (PURSUANT TO PROTECTIVE ORDER, THIS
17 TRANSCRIPT HAS BEEN DESIGNATED
18 "CONFIDENTIAL - ATTORNEYS' EYES ONLY")

19 DEPOSITION OF STACY A. FERGUSON
20 (a/k/a "Fergie")

21 TAKEN ON WEDNESDAY, JULY 27, 2011, AT 12:13 P.M.

22 REPORTED BY:

23 TRACY FOX

24 CSR NUMBER 10449

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 2 CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION
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 15 "CONFIDENTIAL - ATTORNEYS' EYES ONLY")
 16

17 DEPOSITION OF STACY ANN FERGUSON,
 18 (A/K/A "FERGIE"), TAKEN ON BEHALF OF
 19 THE PLAINTIFF AT 450 NORTH ROXBURY
 20 DRIVE, 8TH FLOOR, IN BEVERLY HILLS,
 21 CALIFORNIA, COMMENCING AT 12:13 P.M.,
 22 ON WEDNESDAY, JULY 27, 2011, BEFORE
 23 TRACY FOX, CERTIFIED SHORTHAND
 24 REPORTER NUMBER 10449.
 25

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 22
 Annette Cain, Videographer,
 23 Tracy Fox & Associates Court Reporters, Inc.
 24
 25

Page 6

1 INDEX

2

3 DEPONENT: EXAMINED BY: PAGE:

4 STACY A. FERGUSON MR. DICKIE 10
(a/k/a "Fergie")

5

6

7

8 EXHIBITS FOR IDENTIFICATION:

9 PLAINTIFF'S:

10 20 - Letter to Katharin Dunn, Esq.,
dated July 22, 2011, from Paula Katz
with attached ASCAP documents 95

11 21 - *(EXHIBIT WITHDRAWN) **

12 22 - "BEP Music, LLC, Document,
to What a Music, Limited,
Bates-stamped BEP-PR 000666 -
BEP-PR 000701 175

13

14

15 23 - New Agreement document,
Bates-stamped BEP-PR 000565 -
BEP-PR 000648 203

16

17 24 - EMI April Music, Inc., document
dated April 1, 2004, re: Publishing
Designee, Stacy Ferguson,
Bates-stamped EMI 001 - EMI 1010 214

18

19 25 - Interscope Records document,
re: Recording Agreement,
Bates-stamped BEP-PR 000656 -
BEP-PR 000665 220

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Page 7

1 INDEX (Continued):

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4 QUESTIONS UNANSWERED BY THE DEPONENT:

5 PAGE: LINE:

6 153 23

7 189 20

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Page 8

1 BEVERLY HILLS, CALIFORNIA, TUESDAY

2 July 27, 2011

3 12:13 P.M.

4

5 THE VIDEOGRAPHER: Good morning.

6 My name is Annette Cain, video technician and notary

7 public for the State of California, here on behalf of

8 Tracy Fox & Associates.

9 Today's date is July 27th, year 2011.

10 This marks the beginning of Media Number One in the

11 videotaped deposition of Stacy Ferguson in the matter

12 of "Bryan Pringle v. William Adams, et al."; Case

13 Number SACV 10-1656 JST (RZx)

14 This deposition is being taken on

15 behalf of the plaintiff and is being held at the law

16 offices of Hertz & Lichtenstein, address 450 North

17 Roxbury, 8th Floor, in Beverly Hills, California.

18 We are now going on the record. The

19 time is 12:13 p.m.

20 Would counsel and all present please

21 identify yourselves for the record.

22 DEPOSITION OFFICER: Just a minute,

23 please.

24 (INTERRUPTION IN PROCEEDINGS.)

25 DEPOSITION OFFICER: Back on the

Page 9

1 record.

2 THE VIDEOGRAPHER: Would everyone

3 introduce themselves, please.

4 MR. DICKIE: My name is Dean Dickie of

5 the law firm of Miller Canfield, and I represent the

6 plaintiff.

7 MR. VERNON: Joe Vernon, also from

8 Miller Canfield, representing the plaintiff.

9 MS. DUNN: Katharine Dunn, also from

10 Miller Canfield, on behalf of the plaintiff.

11 MR. HAMPTON: George Hampton of

12 HamptonHolley, representing the plaintiff.

13 MS. ROSOFF: Rachel Rosoff of

14 Hertz & Lichtenstein on behalf of The Black Eyed

15 Peas.

16 MS. CENAR: Kara Cenar from Bryan Cave

17 representing William Adams; Allan Pineda;

18 Jaime Gomez; Stacy Ferguson; Will.i.am Music, LLC;

19 Jeepney Music, Inc.; Tab Magnetic Publishing; Cherry

20 River Music Co.; EMI April Music, Inc.; and Headphone

21 Junkie.

22 MR. PINK: Jonathan Pink, Bryan Cave,

23 representing the same parties as Ms. Cenar.

24 MR. DICKSTEIN: Tal Dickstein, Loeb

25 and Loeb, representing David Guetta,

Page 10

1 Frederic Riesterer, and Shapiro, Bernstein.
 2 MR. MCPHERSON: Ed McPherson of
 3 McPherson Rand representing Stacy Ferguson and
 4 Headphone Junkie Publishing, LLC.
 5 THE VIDEOGRAPHER: And would the court
 6 reporter please administer the oath.
 7
 8 STACY A. FERGUSON,
 9 (a/k/a "Fergie")
 10 called as a deponent and sworn in by
 11 the deposition officer, was examined
 12 and testified as follows:
 13
 14 DEPOSITION OFFICER: Would you raise
 15 your right hand.
 16 Do you solemnly state that the
 17 testimony you are about to give in the following
 18 deposition will be the truth, the whole truth, and
 19 nothing but the truth, so help you God?
 20 THE DEPONENT: Yes.
 21 DEPOSITION OFFICER: Thank you.
 22 MR. MCPHERSON: Before we get started,
 23 Counsel, I'd like to designate this transcript as
 24 "highly confidential," as we have with the other
 25 members of The Black Eyed Peas.

Page 11

1 MR. DICKIE: And you understand our
 2 position is that we object to the wholesale
 3 designation of the complete transcript, but I
 4 understand the designation.
 5 MR. MCPHERSON: Thank You.
 6 MR. PINK: Can we also enter into a
 7 stipulation that one objection -- an objection made
 8 by one counsel is deemed to be an objection made by
 9 all?
 10 MR. DICKIE: Yes.
 11 Are there any other preliminaries?
 12 MR. MCPHERSON: I think we're all
 13 ready to go.
 14
 15 EXAMINATION
 16 BY MR. DICKIE:
 17 Q. Ma'am, will you please state your full
 18 name.
 19 A. I haven't said this in a long time.
 20 My full name is Stacy Ann Ferguson.
 21 Q. And where do you live, Ms. Ferguson?
 22 MR. MCPHERSON: Just the city.
 23 THE DEPONENT: Brentwood, California.
 24 BY MR. DICKIE:
 25 Q. And for how long have you lived in

Page 12

1 Brentwood, California?
 2 A. I believe a couple of years. I also
 3 believe that I've lived in hotel rooms across the
 4 world in that time period.
 5 Q. Have you ever had an occasion to give
 6 a deposition and give sworn testimony in any
 7 proceeding before this afternoon?
 8 A. No, I don't recall.
 9 Q. First, let me tell you that this is --
 10 although it's an informal setting, the testimony that
 11 you give is just like you were testifying in court.
 12 Do you understand that?
 13 A. I understand that.
 14 Q. If -- but, however, it's not quite as
 15 rigid. If you need to take time out, you need to
 16 confer with your lawyer, you need to take a break,
 17 just let us know and we will take a short break to
 18 accommodate any such request.
 19 A. Okay.
 20 Q. I will be asking you a series of
 21 questions as may some of the other lawyers in the
 22 room.
 23 The purpose of the question is to
 24 elicit a verbal response for you -- from you.
 25 The court reporter, who is sitting to

Page 13

1 your right, only takes down what you say in response
 2 to my question and -- my question.
 3 She does not, however, record nods of
 4 the head, gestures. So I would ask that you respond
 5 verbally to any question.
 6 Do you understand that?
 7 A. Okay.
 8 Q. If I don't -- if I ask you a question
 9 and you don't understand the question, please ask me
 10 to a phrase it and I'll try to rephrase the question
 11 so that it's clear that you understand it.
 12 Is that fair?
 13 A. I understand.
 14 Q. And the -- an oath was administered to
 15 you at the start.
 16 Do you understand that by
 17 administering the oath and agreeing to testify
 18 truthfully, you are required to give truthful
 19 testimony to the questions that I ask?
 20 A. Yes.
 21 Q. Can you tell me whether before you
 22 came to the deposition today, you read any deposition
 23 testimony or reviewed any documents to prepare for
 24 your testimony?
 25 A. No.

Page 14

1 Q. Did you have any meetings with anyone
 2 to discuss the preparation for your deposition prior
 3 to today?
 4 A. Yes.
 5 Q. And when did you have such meeting or
 6 meetings?
 7 A. I rode in the car with Ed, and I had a
 8 meeting --
 9 Which day was it?
 10 MR. MCPHERSON: Sunday.
 11 Actually, I shouldn't tell you.
 12 THE DEPONENT: Okay. I had a meeting
 13 Sunday with Kara, Rachel, Ed, and -- I forget her
 14 name --
 15 Who was it? You can't tell me.
 16 Somebody who works with Ed who is an
 17 attorney.
 18 BY MR. DICKIE:
 19 Q. Tracy?
 20 A. I don't know.
 21 Q. How long was that Sunday meeting,
 22 then?
 23 A. Approximately two hours.
 24 Q. And in the course of the meeting, did
 25 you review any documents to prepare for your

Page 15

1 testimony today?
 2 A. No.
 3 Q. Have you reviewed any documents in
 4 connection with this lawsuit before today?
 5 A. No.
 6 Q. Have you searched your own records for
 7 any documents or e-mails or other things that may
 8 have been requested in connection with this
 9 lawsuit?
 10 A. No.
 11 Q. Has anyone asked you to look for
 12 records that might be in your possession or
 13 control?
 14 A. No.
 15 Q. Do you have any documents in your
 16 possession or control that relate to any of your
 17 activities as a member of The Black Eyed Peas?
 18 MR. MCPHERSON: Objection; vague and
 19 ambiguous, lacks foundation. It's overbroad.
 20 You may answer it, if you understand
 21 it.
 22 MS. CENAR: Form.
 23 BY MR. DICKIE:
 24 Q. You may answer the question, ma'am.
 25 A. That is a very broad question.

Page 16

1 Q. Nonetheless, can you answer it?
 2 A. I don't understand it.
 3 Q. Okay. Do you have copies of any of
 4 the royalty statements that are sent to you from time
 5 to time in connection with the financial aspects of
 6 your work within The Black Eyed Peas that pertain to
 7 the album called "The E.N.D."?
 8 MR. MCPHERSON: Objection;
 9 foundation.
 10 MS. CENAR: Form.
 11 THE DEPONENT: Could you repeat the
 12 question?
 13 BY MR. DICKIE:
 14 Q. Do you know what a royalty statement
 15 is?
 16 A. It has to do with how you're paid --
 17 Q. Right.
 18 A. -- for music, which goes to my
 19 business manager. I don't handle my finances
 20 myself.
 21 Q. I understand that you may not handle
 22 the finances yourself, but that wasn't my question.
 23 My question was: Do you have any
 24 documents in your possession that relate, for
 25 example, to the royalties which you receive for music

Page 17

1 you perform?
 2 MR. MCPHERSON: Objection; vague and
 3 ambiguous.
 4 THE DEPONENT: I don't know.
 5 BY MR. DICKIE:
 6 Q. Do you keep any documents that relate
 7 to the -- your touring activities, for example, with
 8 The Black Eyed Peas? Dates? Locations? Any
 9 information like that?
 10 MR. MCPHERSON: Same objections.
 11 THE DEPONENT: Can you be more
 12 specific?
 13 BY MR. DICKIE:
 14 Q. Do you have any documents in your
 15 possession which relate to any of your professional
 16 activities as a member of The Black Eyed Peas?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous, overbroad, lacks foundation.
 19 MS. CENAR: Form.
 20 THE DEPONENT: Can you be more
 21 specific?
 22 BY MR. DICKIE:
 23 Q. I'd like to be.
 24 What -- do you ever have e-mails, for
 25 example, exchanges with other members of The Black

Page 18

1 Eyed Peas?
 2 A. No, not that I can recall.
 3 Q. Do you have e-mail exchanges that run
 4 between you and the people who manage your
 5 royalties?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous, lacks foundation.
 8 MS. CENAR: Form.
 9 THE DEPONENT: I don't know.
 10 BY MR. DICKIE:
 11 Q. Do you ever send or receive e-mails in
 12 connection with your activities on behalf of The
 13 Black Eyed Peas?
 14 MS. CENAR: Objection; form.
 15 MR. MCPHERSON: Same objections.
 16 THE DEPONENT: What activities?
 17 BY MR. DICKIE:
 18 Q. Well, any activities, whether it's a
 19 meeting, a rehearsal, a performance, any activities
 20 whatsoever.
 21 MR. MCPHERSON: And these are e-mails
 22 to or from her to anyone?
 23 MR. DICKIE: Regarding her activities,
 24 yes.
 25 MS. CENAR: Objection to form.

Page 19

1 MR. MCPHERSON: Same objections.
 2 THE DEPONENT: I don't know how to
 3 answer this.
 4 BY MR. DICKIE:
 5 Q. Well, it was really either a "yes" or
 6 a "no" question, so let me see if I can --
 7 MR. MCPHERSON: Counsel, it's awfully
 8 broad --
 9 MR. DICKIE: I understand that.
 10 MR. MCPHERSON: -- when you say
 11 "anything to do with touring."
 12 MR. DICKIE: I know.
 13 MR. MCPHERSON: That could be, "You
 14 got to be here next Monday" or --
 15 MR. DICKIE: I understand that. It
 16 was intended to be broad for that purpose, so that
 17 once we could find out what it was, I might be able
 18 to narrow the question.
 19 BY MR. DICKIE:
 20 Q. But do you send and receive e-mails in
 21 connection with work you do as a performer with The
 22 Black Eyed Peas?
 23 That's just a foundational question
 24 first.
 25 MR. MCPHERSON: It's still overbroad,

Page 20

1 vague and ambiguous.
 2 MS. CENAR: Form.
 3 THE DEPONENT: Could you be specific
 4 with a person?
 5 BY MR. DICKIE:
 6 Q. Well, for example, do you send or
 7 receive e-mails to William Adams?
 8 A. Not that I recall.
 9 Q. Do you send or receive e-mails from
 10 Jaime Gomez?
 11 MR. MCPHERSON: Objection; asked and
 12 answered.
 13 Go ahead.
 14 THE DEPONENT: What did you say? What
 15 did you say?
 16 MR. MCPHERSON: Asked and answered.
 17 But you can answer.
 18 THE DEPONENT: Oh.
 19 BY MR. DICKIE:
 20 Q. And let me just stop you.
 21 A. Okay.
 22 Q. Unless --
 23 A. Good.
 24 Q. -- Mr. McPherson instructs you not to
 25 answer the question --

Page 21

1 A. Okay.
 2 Q. -- he's making an objection legally
 3 for the record which has some legal significance.
 4 A. Okay.
 5 Q. But you will be required to answer the
 6 question unless he says, "Ms. Ferguson, don't answer
 7 the question."
 8 A. Okay.
 9 Q. Okay?
 10 A. Okay.
 11 And the question was again -- that's
 12 current?
 13 MR. MCPHERSON: Any e-mails with
 14 Mr. Gomez.
 15 THE DEPONENT: Not that I recall.
 16 BY MR. DICKIE:
 17 Q. And any -- have you received or sent
 18 any e-mails to Mr. Pineda?
 19 A. Not that I recall.
 20 Q. What is the principal manner in which
 21 you communicate with Mr. Adams in connection with the
 22 business of The Black Eyed Peas, if at all?
 23 A. I speak to Will.i.am in person when we
 24 have gigs.
 25 Q. Do you speak to him in person when you

Page 22

1 don't have gigs?
 2 A. Not usually.
 3 Q. And do you have regular rehearsals
 4 with The Black Eyed Peas?
 5 MR. MCPHERSON: Objection; vague and
 6 ambiguous.
 7 MS. CENAR: Form.
 8 THE DEPONENT: No.
 9 BY MR. DICKIE:
 10 Q. Let me just ask this: Are you
 11 nervous?
 12 A. A little.
 13 Q. I sense a certain reticence in
 14 answering the question.
 15 Please relax and don't -- don't be
 16 nervous about it. It's just a question-and-answer
 17 session, so --
 18 A. Okay.
 19 MS. CENAR: It's a little more
 20 significant than that, Dean, but --
 21 BY MR. DICKIE:
 22 Q. Let me ask -- start just a different
 23 line, Ms. Ferguson.
 24 Do you have any form of an
 25 indemnification agreement with anyone regarding this

Page 23

1 lawsuit?
 2 MR. MCPHERSON: Objection; vague and
 3 ambiguous.
 4 MS. CENAR: Form.
 5 THE DEPONENT: I don't know the
 6 meaning of that word.
 7 BY MR. DICKIE:
 8 Q. Okay. Has anyone made a
 9 representation to you that they or it will -- will
 10 pay any judgment that might be obtained against you
 11 in this case?
 12 MS. CENAR: Objection to form.
 13 THE DEPONENT: I don't understand the
 14 question.
 15 BY MR. DICKIE:
 16 Q. Have you read the Complaint in this
 17 case?
 18 A. No.
 19 Q. And do you understand that you are
 20 being sued in this case for alleged copyright
 21 infringement?
 22 Do you understand that?
 23 A. Yes.
 24 Q. And let me ask: Prior to your
 25 becoming a member of The Black Eyed Peas, were you

Page 24

1 ever sued for alleged copyright infringement?
 2 MS. CENAR: Objection to form.
 3 THE DEPONENT: "Ever" is a big word.
 4 I don't recall.
 5 BY MR. DICKIE:
 6 Q. Do you recall having been involved and
 7 sued in lawsuits alleging copyright infringement
 8 since becoming a member of The Black Eyed Peas?
 9 MR. DICKIE: Same objection.
 10 THE DEPONENT: Could you repeat the
 11 question, please?
 12 BY MR. DICKIE:
 13 Q. Sure.
 14 After you joined The Black Eyed Peas
 15 sometime in and around 2004 -- is that about the
 16 right time frame, 2003, '4?
 17 A. 2003 was when we announced that I
 18 was a member -- and I -- but I'm not sure when the
 19 paperwork was done. So on that -- on the paperwork
 20 side of things, I can't really speak.
 21 Q. But roughly 2003 is the time frame for
 22 the start?
 23 A. Yes.
 24 Q. We can agree on that?
 25 A. Yes.

Page 25

1 Q. Okay. Since that date --
 2 A. Yes?
 3 Q. -- have you been a defendant in any
 4 lawsuits alleging copyright infringement by The Black
 5 Eyed Peas?
 6 MR. MCPHERSON: You mean other than
 7 this case?
 8 MR. DICKIE: Other than this case.
 9 THE DEPONENT: I have to come in
 10 another day for a deposition.
 11 MR. MCPHERSON: I think that would be
 12 a yes.
 13 BY MR. DICKIE:
 14 Q. And other than the case -- are you
 15 talking about the case involving the song "Boom Boom
 16 Pow"?
 17 A. Yes.
 18 Q. Other than the case involving
 19 "Boom Boom Pow" and this case, which involves
 20 "I Gotta Feeling," since becoming involved as a
 21 member of The Black Eyed Peas sometime in 2003,
 22 have you been a defendant -- been sued, that is, for
 23 alleged copyright infringement in any other
 24 proceedings?
 25 A. Not that I know of.

Page 26

1 Q. Do you recall whether you and
 2 Mr. William Adams were sued for copyright
 3 infringement over a song called "Voodoo Doll"?
 4 THE DEPONENT: Could you repeat the
 5 question?
 6 BY MR. DICKIE:
 7 Q. Do you recall whether you and
 8 Mr. William Adams were sued for copyright
 9 infringement over a song called "Voodoo Doll" by an
 10 entity or a group called Groundation?
 11 A. I don't know.
 12 Q. Let me go back and ask: How did you
 13 become aware of the lawsuit brought by Bryan Pringle
 14 against the defendants which are all represented by
 15 the lawyers in this room today?
 16 A. I became aware of this lawsuit when I
 17 was told I would have to come in to have a
 18 deposition.
 19 Q. Prior to the time that you were told
 20 that you had to give a deposition, would it be
 21 correct to say that you had no personal knowledge of
 22 the lawsuit?
 23 MS. CENAR: Objection to form.
 24 THE DEPONENT: I don't recall.
 25 ///

Page 27

1 BY MR. DICKIE:
 2 Q. And approximately when, Ms. Ferguson,
 3 was it that you were told that you would "have to,"
 4 to use your words, come in for a deposition?
 5 A. Approximately a month ago, and this is
 6 not exact.
 7 Q. Well, roughly. We can say roughly a
 8 month ago?
 9 A. Roughly.
 10 Q. Sometime near the end of June of
 11 2011?
 12 A. Again, this is approximate.
 13 Q. And I'm only asking you for your best
 14 recollection. If that's your best recollection,
 15 that's fine. I'm not asking you the specific date.
 16 A. Okay.
 17 Q. Okay?
 18 A. Okay. That's my best recollection.
 19 Q. And would it be accurate, then, to say
 20 that you had no personal knowledge of the existence
 21 of this lawsuit between Bryan Pringle and the
 22 defendants until approximately sometime in June
 23 of 2011?
 24 MR. MCPHERSON: Objection; asked and
 25 answered. She already said that she didn't know.

Page 28

1 MS. CENAR: Objection to form.
 2 THE DEPONENT: Can you repeat the
 3 question?
 4 BY MR. DICKIE:
 5 Q. Would it be accurate, then, to say
 6 that you had no personal knowledge of the existence
 7 of this lawsuit between Bryan Pringle and the
 8 defendants until sometime in June of 2011?
 9 A. Not that I can recall.
 10 Q. And from whom was it that you received
 11 notice of this lawsuit?
 12 A. I don't remember.
 13 Q. Now, is there a person or a persons --
 14 or are there persons who are charged with the
 15 responsibility for managing your business affairs as
 16 a member of The Black Eyed Peas?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous.
 19 MS. CENAR: Form.
 20 MR. MCPHERSON: Lacks foundation.
 21 THE DEPONENT: Could you repeat the
 22 question?
 23 BY MR. DICKIE:
 24 Q. Do you have a business manager on your
 25 behalf?

Page 29

1 A. Yes.
 2 Q. And your business manager is whom?
 3 A. Michael Markarian.
 4 Q. And what is -- what are the duties and
 5 responsibilities of that gentleman?
 6 MR. MCPHERSON: Objection; calls for
 7 speculation.
 8 MS. CENAR: Foundation.
 9 MR. MCPHERSON: If you know.
 10 THE DEPONENT: I don't know the -- the
 11 job specifics of that.
 12 BY MR. DICKIE:
 13 Q. Tell me what you expect him to do for
 14 you.
 15 A. I employ him to handle my finances.
 16 Q. And do you expect him to communicate
 17 with you regarding things that affect your
 18 finances?
 19 MS. CENAR: Objection to the form.
 20 MR. MCPHERSON: Objection; vague and
 21 ambiguous.
 22 THE DEPONENT: Could you repeat the
 23 question?
 24 BY MR. DICKIE:
 25 Q. Sure.

Page 30

1 His last name is spelled how?
 2 A. Markarian, M-a-r-k-a-r-i-a-n.
 3 Q. By whom is he employed?
 4 A. He is employed by me.
 5 Q. Is he employed --
 6 A. Oh. Wait. He might be employed by --
 7 I'm not sure how he's employed -- how exactly he is
 8 employed.
 9 Q. Is he --
 10 A. It could be from a -- I'm not sure.
 11 Q. Okay. Is he affiliated with some
 12 other company that you have retained to provide these
 13 services, or is he affiliated with some business or
 14 entity you own?
 15 MS. CENAR: Objection to form.
 16 MR. MCPHERSON: Objection; compound;
 17 vague and ambiguous.
 18 THE DEPONENT: I don't know.
 19 BY MR. DICKIE:
 20 Q. Regardless of the source of his
 21 involvement, do you expect him to keep you informed
 22 about matters that impact your finances in one way or
 23 another?
 24 MS. CENAR: Objection to form.
 25 MR. MCPHERSON: Objection.

Page 31

1 THE DEPONENT: Not really.
 2 BY MR. DICKIE:
 3 Q. So, do I correctly understand you to
 4 say that if there was a lawsuit that sought to
 5 recover substantial monies from you, you would not
 6 expect the man who manages your finances to notify
 7 you of that?
 8 MR. MCPHERSON: Objection;
 9 argumentative --
 10 MS. CENAR: Objection; form.
 11 MR. MCPHERSON: -- lacks foundation.
 12 THE DEPONENT: Could you please repeat
 13 the question?
 14 BY MR. DICKIE:
 15 Q. Well, would you expect a lawsuit that
 16 was filed against you personally that might impact
 17 your financial condition, would you expect to be
 18 notified about that in a timely fashion?
 19 MS. CENAR: Objection to form.
 20 THE DEPONENT: I've never thought
 21 about that.
 22 BY MR. DICKIE:
 23 Q. Well, thinking about it now, would you
 24 agree with me that you would expect someone who's
 25 responsible for your financial affairs to advise you

Page 32

1 of things that might adversely impact your financial
 2 condition?
 3 MR. MCPHERSON: Objection; it lacks
 4 relevance. It's not calculated to lead to the
 5 discovery of admissible evidence.
 6 Counsel, we're -- this really is
 7 neither here nor there.
 8 She had no expectations coming in.
 9 Her expectations sitting here right now is really not
 10 relevant to anything.
 11 I'll let her answer, but please let's
 12 go on.
 13 MS. CENAR: And I'm going to object
 14 to --
 15 DEPOSITION OFFICER: I need you to
 16 speak up, Counsel.
 17 MS. CENAR: Objection on the form.
 18 THE DEPONENT: I think "expect" is a
 19 big word and -- for this proceeding that we're in
 20 right now. And I'm not sure what you mean by
 21 "expect."
 22 BY MR. DICKIE:
 23 Q. Do you -- what do you understand the
 24 word "expect" to mean?
 25 A. Expecting somebody to do something

Page 33

1 would be knowing that they were going to be doing
 2 this or believing they were going to be doing
 3 something without having to remind them or ask
 4 them.
 5 Q. Is the gentleman you identified, Mark,
 6 does he do things that --
 7 A. Markarian?
 8 Q. -- you --
 9 Right.
 10 A. Okay.
 11 Q. -- you anticipate that he will do
 12 without asking you to do them?
 13 MS. CENAR: Objection to form.
 14 MR. MCPHERSON: Let's -- try a new
 15 question.
 16 MR. DICKIE: Do you not have the
 17 question?
 18 MR. MCPHERSON: I -- I'm looking at it
 19 and I have no clue. I'm sure you don't want to ask
 20 that one.
 21 I don't know if it came out wrong or
 22 just how it came down, but I think it's
 23 unintelligible as phrased.
 24 BY MR. DICKIE:
 25 Q. Okay. Are there things that you

Page 34

1 anticipate that Markarian will do without asking
 2 you?
 3 A. Yes.
 4 Q. Now, other than that gentleman, is
 5 there anyone else who is involved in the management
 6 of your business affairs?
 7 MR. MCPHERSON: Objection; vague and
 8 ambiguous.
 9 MS. CENAR: Form.
 10 MR. MCPHERSON: Are you talking
 11 about --
 12 THE DEPONENT: I have --
 13 MR. MCPHERSON: I'm sorry.
 14 Are you talking about financially or
 15 just any business?
 16 MR. DICKIE: No. Her business affairs
 17 that relate to the business of being a member of
 18 The Black Eyed Peas.
 19 MR. MCPHERSON: Same objection.
 20 MS. CENAR: Same objections.
 21 THE DEPONENT: My management who I am
 22 assigned to at this time, I believe, is DAS.
 23 BY MR. DICKIE:
 24 Q. DAS Communications?
 25 A. Yes. Thank you.

Page 35

1 And my lawyer at this time is
 2 Matt Greenberg.
 3 Does that answer your question?
 4 Q. And is Markarian -- is he affiliated
 5 with DAS Communications?
 6 A. No.
 7 Q. And Matt Greenberg is a lawyer
 8 where?
 9 A. It's -- the name of the firm has
 10 changed several times since I've been with him, so
 11 I -- I don't know.
 12 Q. Where is he located?
 13 A. New York.
 14 Q. Let me just shift gears, and let's
 15 talk a little bit about your business and your
 16 profession.
 17 What -- if I asked you to describe for
 18 me what you considered your business or occupation to
 19 be, what would you tell me?
 20 A. Singer. My occupation? I'm a shoe
 21 designer -- a footwear designer. I'm a fragrance
 22 designer. I'm an entertainer. I'm a songwriter.
 23 You're not to supposed to joke in
 24 these places; right?
 25 MR. MCPHERSON: Right.

Page 36

1 BY MR. DICKIE:
 2 Q. If it's your natural tendency, that's
 3 okay.
 4 A. This is going to be the hardest part
 5 for me not to make jokes, so I'm going to just
 6 stop.
 7 Q. Are there any other businesses or
 8 occupations in which you would describe yourself as
 9 having participated or involved?
 10 A. Not that I can think of at this
 11 time.
 12 Q. Songwriter, singer.
 13 Do you do choreography and design some
 14 dance steps and stuff like that?
 15 MS. CENAR: Objection; form.
 16 MR. MCPHERSON: Objection; compound,
 17 vague and ambiguous.
 18 THE DEPONENT: Well, I said
 19 entertainer.
 20 BY MR. DICKIE:
 21 Q. So as an entertainer you would do some
 22 choreography, some dance, some presentations as part
 23 of the entertainment things you do?
 24 MS. CENAR: Objection; form.
 25 MR. MCPHERSON: Same objections.

Page 37

1 THE DEPONENT: I have done
 2 choreography.
 3 BY MR. DICKIE:
 4 Q. Now, are you involved with --
 5 A. Not -- excuse me.
 6 Q. Oh. You're not finished?
 7 A. Just to be -- just to be clear, that
 8 doesn't mean I've ever been a choreographer. I've
 9 been taught choreography.
 10 Q. And from time to time you've put the
 11 choreography which you've been taught into things you
 12 do as an entertainer; isn't that true?
 13 MS. CENAR: Objection to form.
 14 THE DEPONENT: I don't know if it's my
 15 job to put -- I don't understand the question.
 16 BY MR. DICKIE:
 17 Q. Well, I wasn't asking if you --
 18 whether it was your job. What I did was follow up on
 19 your answer.
 20 You said, "Just to be clear, that
 21 doesn't mean I've ever been a choreographer. I've
 22 been taught choreography."
 23 And my next question was: And from
 24 time to time you've taken things that you've learned
 25 as a choreographer and built them into routines that

Page 38

1 you have used as an entertainer from time to time?
 2 Isn't that a fair statement?
 3 MS. CENAR: Objection to form.
 4 THE DEPONENT: I just heard that you
 5 called me a choreographer.
 6 Could you --
 7 BY MR. DICKIE:
 8 Q. No. What I asked you was -- you said
 9 you had been trained choreography -- in choreography.
 10 A. Okay.
 11 Q. Right? Did I understand that
 12 correctly?
 13 A. I've been taught choreography by
 14 Fatima Robinson --
 15 Q. And have you ever taken -- have you
 16 finished your answer, by the way?
 17 A. -- and performed that choreography in
 18 videos -- plural -- and live performances.
 19 Q. Have you ever embellished, that is,
 20 expanded or changed what you have been taught by
 21 Fatima Robinson in what you have done as a performer
 22 or do you do just what she tells you?
 23 MS. CENAR: Objection to the form.
 24 THE DEPONENT: A lot -- I have, yes --
 25 ///

Page 39

1 BY MR. DICKIE:
 2 Q. Yes, you have?
 3 A. -- embellished or changed whether --
 4 Q. And added your own style to it?
 5 A. -- whether purposely or not.
 6 Q. Now, do you own or have a position
 7 with any music publishing company?
 8 A. I don't know at this time --
 9 Q. Have you ever?
 10 A. -- if I do.
 11 MR. MCPHERSON: Objection; vague and
 12 ambiguous.
 13 MS. CENAR: Objection to form.
 14 THE DEPONENT: Have I ever what?
 15 BY MR. DICKIE:
 16 Q. Owned a music publishing company.
 17 A. I don't know.
 18 Q. Have you ever held a position with any
 19 music publishing company?
 20 MR. MCPHERSON: Objection; vague and
 21 ambiguous.
 22 MS. CENAR: Objection to form.
 23 THE DEPONENT: I don't know.
 24 BY MR. DICKIE:
 25 Q. Now, do you have ownership in or do

Page 40

1 you own a music recording studio?
 2 A. Could you repeat it, the question?
 3 Q. Do you own a music recording studio?
 4 A. No.
 5 Q. Do you have a recording studio in your
 6 home?
 7 A. No.
 8 Q. Have you ever owned or had a position
 9 with any recording studio?
 10 MR. MCPHERSON: Objection; vague and
 11 ambiguous.
 12 MS. CENAR: Objection to form.
 13 THE DEPONENT: Could you repeat that?
 14 BY MR. DICKIE:
 15 Q. Sure.
 16 Have you ever owned or had a position
 17 with any recording studio?
 18 A. Owned or had a position? I don't
 19 believe so.
 20 Q. What is Headphone Junkie?
 21 A. Headphone Junkie, to my knowledge --
 22 well, it's a name that I came up with for, under my
 23 knowledge, my publishing. That's it.
 24 Q. What does it do?
 25 MR. MCPHERSON: If you know.

Page 41

1 THE DEPONENT: I don't know.
 2 BY MR. DICKIE:
 3 Q. Is it a corporation?
 4 MS. CENAR: Objection to form.
 5 THE DEPONENT: I don't know.
 6 BY MR. DICKIE:
 7 Q. And you came up with this Headphone
 8 Junkie Publishing thing; why?
 9 MR. MCPHERSON: Why the name or why
 10 the company?
 11 MR. DICKIE: Why the entity was
 12 created.
 13 MR. MCPHERSON: Objection.
 14 THE DEPONENT: My lawyer told me --
 15 MR. MCPHERSON: Don't. Don't. Don't.
 16 Don't. That's privileged communications.
 17 THE DEPONENT: Okay.
 18 BY MR. DICKIE:
 19 Q. I want your understanding of why
 20 Headphone Junkie Publishing exists --
 21 MR. MCPHERSON: Well --
 22 BY MR. DICKIE:
 23 Q. -- if you know.
 24 MR. MCPHERSON: But she already told
 25 you that -- I mean, you can ask her if her sole

Page 42

1 knowledge comes from her lawyer.
 2 But as far as her understanding goes,
 3 if her understanding is solely based on
 4 communications from the lawyer, I don't think you get
 5 to know what the communication was.
 6 She can say -- her answer was, "My
 7 lawyer told me." And then I cut her off.
 8 I think that's enough and that's as
 9 far as we can go.
 10 BY MR. DICKIE:
 11 Q. Do you have any knowledge about what
 12 the heck Headphone Junkie is or does other than what
 13 your lawyer told you?
 14 A. Not really.
 15 Q. By the way, I used the term earlier,
 16 "copyright infringement."
 17 Do you understand what that means?
 18 A. No.
 19 Q. Has anyone explained to you that it is
 20 against the law to copy or to sample or to use music
 21 that has been copyrighted by someone else without
 22 permission?
 23 MS. CENAR: Objection to form.
 24 MR. MCPHERSON: You mean anyone other
 25 than an attorney?

Page 43

1 MR. DICKIE: Well, the question was
 2 "yes" or "no." I haven't even asked her from
 3 where.
 4 MR. MCPHERSON: Well, but --
 5 MR. DICKIE: That doesn't invade any
 6 privilege.
 7 MR. MCPHERSON: If she answers yes,
 8 and it was her attorney, then she is just giving you
 9 exactly what that attorney told her.
 10 MR. DICKIE: No. I disagree with
 11 that.
 12 All I want to know is whether anyone
 13 has ever told her in response to my question.
 14 And if upon further pressing, the
 15 source was the lawyer, I'm not interested in what the
 16 lawyer told her. I'm only interested as a matter of
 17 fact.
 18 MR. MCPHERSON: But your question
 19 said -- it's like saying, "Did anyone ever tell you
 20 this morning in the car on the way over here X, Y,
 21 Z?"
 22 You know I was in the car on the way
 23 over, you know that's what I told her. That's not
 24 really a fair question.
 25 I think if you say, "Has anyone

Page 44

1 explained to you what copyright infringement is?"
 2 That's fine.
 3 But I don't think --
 4 MR. DICKIE: I --
 5 MR. MCPHERSON: I don't think you can
 6 recite the law and then say, "Has anyone ever told
 7 you that?"
 8 MR. DICKIE: I'm more than happy to
 9 ask --
 10 MS. CENAR: It's an inaccurate
 11 statement of the law, so --
 12 BY MR. DICKIE:
 13 Q. Has anyone explained to you what
 14 copyright infringement is?
 15 MR. MCPHERSON: It's just "yes" or
 16 "no."
 17 THE DEPONENT: No.
 18 BY MR. DICKIE:
 19 Q. Have you ever asked to have that
 20 explained to you?
 21 A. Not that I recall.
 22 Q. Now, when -- when you first became a
 23 member of The Black Eyed Peas, did you sign an
 24 agreement?
 25 A. Could you repeat the question, please?

Page 45

1 Q. Let me go back and start -- and walk
 2 to it this way.
 3 Let's talk about something that I
 4 think is maybe easier. Let me ask you a little bit
 5 about your educational background.
 6 A. Okay.
 7 Q. You went to high school, I think, at
 8 Glen Wilson High School?
 9 A. Yes.
 10 Q. And you graduated when?
 11 A. '93.
 12 Q. And after graduation, did you attend
 13 any college or university?
 14 MR. MCPHERSON: Do you need to --
 15 THE DEPONENT: No, no. I was about to
 16 sneeze. It's okay.
 17 MR. DICKIE: It's okay to sneeze on
 18 camera.
 19 MR. MCPHERSON: Oh, thanks.
 20 MR. DICKIE: Just get a donut, Ed.
 21 THE DEPONENT: Did I -- I'm sorry.
 22 Did I go to college?
 23 BY MR. DICKIE:
 24 Q. After high school did you go to
 25 college or a university?

Page 46

1 A. No.
 2 Q. After high school, did you go to any
 3 other institution where you had some formal training
 4 in dance, music, anything like that?
 5 MS. CENAR: Objection to form.
 6 THE DEPONENT: I -- yeah.
 7 BY MR. DICKIE:
 8 Q. Where did you go?
 9 A. I took dance classes.
 10 Q. Where?
 11 A. I don't remember the name. Oh. The
 12 Edge.
 13 Q. Was The Edge a studio? A dance
 14 studio? Where was it?
 15 A. In Hollywood.
 16 Q. And --
 17 A. Yes, a studio.
 18 Q. How long did you take dance classes
 19 there?
 20 A. Approximately a few years.
 21 Q. Did you take dance in any other
 22 place?
 23 A. In life?
 24 Q. Other than -- other than -- I'm
 25 talking about formal places. Like The Edge --

Page 47

1 A. What --
 2 Q. -- is a dance studio; isn't it?
 3 A. Yes.
 4 Q. Any other places like that?
 5 A. In life?
 6 MS. CENAR: Objection; form.
 7 BY MR. DICKIE:
 8 Q. Any other formal studios or dance
 9 instruction?
 10 A. What time period are you talking?
 11 Q. Well, between the time you left high
 12 school and today.
 13 A. Yes.
 14 Q. Can you just list for me where else
 15 you've had dance training?
 16 A. I don't remember the name of the
 17 studio. I know it was in the Valley.
 18 Q. That was in addition to The Edge?
 19 A. Yes.
 20 Q. Any others besides the one in the
 21 Valley and The Edge?
 22 A. I don't recall.
 23 Q. At some -- have you ever studied
 24 music? Do you read music, for example?
 25 MS. CENAR: Objection to form.

Page 48

1 THE DEPONENT: Could you be more
 2 specific?
 3 BY MR. DICKIE:
 4 Q. Sure.
 5 Can you follow the notes on a piece of
 6 sheet music as a singer, for example?
 7 A. No.
 8 Q. Do you play any instruments?
 9 A. Can you be more specific?
 10 Q. Sure.
 11 Do you play the piano? Do you play
 12 the guitar? Any musical instruments?
 13 A. Are you asking me if I play them well?
 14 Q. Well, no. That would have been the
 15 next question. The first one was more foundational.
 16 A. I -- if I was asked by a musician, I
 17 would say no.
 18 Q. But if you were asked by a lawyer,
 19 you'll have to say "yes" because I don't know how to
 20 play music; is that what you're saying?
 21 MR. MCPHERSON: So you're probably
 22 going to be better than him, so it's okay.
 23 BY MR. DICKIE:
 24 Q. I gave up the trombone in the 8th
 25 grade, so it's okay.

Page 49

1 A. No, I don't play instruments.
 2 Q. Okay. Now, singers from time to time
 3 have vocal teachers?
 4 A. I don't -- excuse me. I'm sorry.
 5 Can I rephrase that?
 6 Q. Sure. Sure.
 7 A. To my knowledge, I haven't played any
 8 instrument -- any musical instrument
 9 professionally.
 10 Q. So you've never been paid to play a
 11 musical instrument in public or elsewhere?
 12 A. Other than vocally --
 13 Q. Right.
 14 A. -- or, I guess, the art form of dance,
 15 which would -- no.
 16 Q. I'm only talking about musical
 17 instruments now.
 18 A. Okay.
 19 Q. And I'll move to --
 20 A. Can you --
 21 Q. -- talk a little bit about voice.
 22 Did you have some voice training?
 23 A. What time frame?
 24 Q. Well, while you were in high school,
 25 did you start as a singer then?

Page 50

1 A. No.
 2 Q. When did you start this career as a
 3 singer?
 4 MR. MCPHERSON: Objection; vague and
 5 ambiguous.
 6 MS. CENAR: Objection to form.
 7 THE DEPONENT: I -- I believe I had a
 8 social security number at seven years old.
 9 BY MR. DICKIE:
 10 Q. You had a social security number at
 11 7 because you were performing as early as 7?
 12 A. Yes.
 13 Q. And you were performing at 7, which
 14 required a social security number, doing what?
 15 A. Commercials, pilots, commercials with
 16 singing, shows -- TV shows that included acting and
 17 singing.
 18 Q. And what TV shows are you talking
 19 about?
 20 A. Okay. Kids Incorporated,
 21 Mr. Belvedere, Kiddies Castle, Married with
 22 Children.
 23 That's all the TV shows that I can
 24 recall at this time.
 25 Q. Now, in connection with any of those

Page 51

1 TV shows, did you have anyone working with you on
 2 your voice skills?
 3 A. Yes.
 4 Q. And did voice training continue for
 5 you past the age of 7?
 6 A. I didn't say "training."
 7 Q. How would you describe --
 8 A. Working with --
 9 Q. -- it?
 10 A. I worked with a producer on the show
 11 Kids Incorporated, and we worked together on my
 12 harmonies.
 13 Q. Did you ever work with a professional
 14 singer who gave you instruction or assisted you in
 15 developing or improving the quality of your
 16 singing?
 17 A. Yes.
 18 Q. Over -- and during what period of time
 19 did you have that kind of assistance?
 20 A. Before The Black Eyed Peas. In my
 21 early 20s, approximately.
 22 Q. And were you performing in a group at
 23 that time?
 24 A. Yes.
 25 Q. By the way, help me.

Page 52

1 Before The Black Eyed Peas, did you
 2 sing or perform professionally?
 3 MR. MCPHERSON: Objection; asked and
 4 answered.
 5 MS. CENAR: Objection to form.
 6 THE DEPONENT: Yes.
 7 BY MR. DICKIE:
 8 Q. And after the TV shows you talked
 9 about, was there a period of time between when you
 10 left -- last performed on TV and you became a member
 11 of The Black Eyed Peas that you performed in any
 12 musical group or groups?
 13 MS. CENAR: Objection to form.
 14 THE DEPONENT: Can you repeat the
 15 question?
 16 BY MR. DICKIE:
 17 Q. Can you tell me -- it's easy.
 18 Can you tell me what musical groups
 19 other than The Black Eyed Peas with which you've ever
 20 performed?
 21 A. Musical group Kids Incorporated, and
 22 musical group Wild Orchid.
 23 Q. Any others?
 24 A. Does "performing" mean that you have
 25 to be paid for the performance?

Page 53

1 Q. Well, hopefully if you were performing
 2 publicly, you would be paid, but that may not always
 3 be the case.
 4 A. No.
 5 Q. And you were -- you performed on
 6 Kids Incorporated for a finite period of time from,
 7 say, age 7 to what?
 8 A. Age 8 to 14.
 9 Q. And Wild Orchid, when did you perform
 10 with it?
 11 A. Approximately from the age of 15 to
 12 the age of 25 or 26, I believe. 26.
 13 Q. And was Wild Orchid -- how many
 14 members were there in that group?
 15 A. Three members.
 16 Q. Yourself and who else?
 17 A. Stefanie Ridel, although I don't know
 18 if that's still her name because she's married now.
 19 But at the time, Stefanie Ridel and Renee Sandstrom.
 20 Again, that might not be her legal name now because
 21 she is married, too.
 22 Q. By the way, just by way of background,
 23 are you married?
 24 A. Yes.
 25 Q. And is Ferguson your married name?

Page 54

1 A. I haven't changed my name yet. I've
 2 been too busy.
 3 Q. Okay. And the Wild Orchid, the group,
 4 were there any other members other than you three
 5 ladies?
 6 A. No.
 7 Q. Did you write songs for Wild Orchid?
 8 A. I co-wrote songs.
 9 Q. But that was one of the things you did
 10 with the Wild Orchid, you co-wrote songs with other
 11 members?
 12 A. Yes.
 13 Q. And did you also do -- you sang for
 14 the group, right -- or with the group?
 15 A. Yes.
 16 Q. And were you involved in creating any
 17 dance steps or dance routines for when the Wild
 18 Orchid group performed?
 19 MR. MCPHERSON: Objection; vague and
 20 ambiguous.
 21 MS. CENAR: Objection to form.
 22 THE DEPONENT: I did not choreograph
 23 for Wild Orchid.
 24 BY MR. DICKIE:
 25 Q. Did the Wild Orchid do any dance

Page 55

1 routines as part of its performance?
 2 A. Yes.
 3 Q. And were those dance routines created
 4 by the members of Wild Orchid or someone else or
 5 both?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous.
 8 MS. CENAR: Form.
 9 THE DEPONENT: I don't recall. But --
 10 I don't recall if -- if the members of Wild Orchid
 11 ever choreographed themselves, but we did retain two
 12 choreographers for a certain amount of time.
 13 BY MR. DICKIE:
 14 Q. And did you provide input into the
 15 choreography from time to time?
 16 A. I don't recall.
 17 Q. And was Wild Orchid always the name of
 18 the group?
 19 A. No. We had -- but that's -- we got
 20 signed when our name was Wild Orchid.
 21 Q. All right. There was a previous name
 22 called NRG or something like that?
 23 A. Yes.
 24 Q. And then the name was changed and you
 25 were -- you changed managers and then got signed by a

Page 56

1 record label at some point; correct?
 2 MS. CENAR: Objection to form.
 3 THE DEPONENT: I don't know the
 4 chronological order of that.
 5 BY MR. DICKIE:
 6 Q. Well, ultimately, did Wild Orchid get
 7 signed by Sony Publishing?
 8 A. Yes.
 9 Q. And how would you describe your role
 10 as a member of Wild Orchid?
 11 A. My role in Wild Orchid was a singer in
 12 a vocal group, but also a friend to the two other
 13 girls.
 14 Q. Well, would it be correct to say,
 15 though, that while you were a member of Wild Orchid,
 16 you were a singer, a writer, as well as a dancer?
 17 MR. MCPHERSON: Objection, compound,
 18 vague and ambiguous.
 19 THE DEPONENT: Well, my -- my opinion
 20 might matter -- might seem different to others, but
 21 in my opinion, yes.
 22 BY MR. DICKIE:
 23 Q. And did the Wild Orchid release any
 24 commercial albums?
 25 A. Could you please define "commercial"?

Page 57

1 Q. Well, did you ever --
 2 MR. MCPHERSON: Vague and ambiguous.
 3 MS. CENAR: Form.
 4 BY MR. DICKIE:
 5 Q. Did Wild Orchid ever have any records
 6 that were for sale -- albums that were for sale to
 7 the public?
 8 A. Yes.
 9 Q. Was Wild --
 10 A. Albums, yes. But not the Internet.
 11 Q. Was Wild Orchid, in 1997, one of
 12 them?
 13 A. I don't remember the year, but
 14 "Wild Orchid," the self-titled CD, was released in
 15 approximately that time. I can't recall exactly the
 16 date, but --
 17 Q. And did it have -- were any singles
 18 released out of that album?
 19 A. Yes.
 20 Q. Was "At Night I Pray" one of them?
 21 A. Yes.
 22 Q. Was "Talk To Me" one of them?
 23 A. Yes.
 24 Q. And that album and those singles were
 25 a commercial success, were they not?

Page 58

1 MR. MCPHERSON: Objection; vague and
 2 ambiguous, lacks foundation.
 3 MS. CENAR: Objection; form.
 4 THE DEPONENT: I think that different
 5 people have different ideas of what a commercial
 6 success is.
 7 BY MR. DICKIE:
 8 Q. Fair enough.
 9 Did you think they were successful
 10 songs on a successful album?
 11 MR. MCPHERSON: Same objections.
 12 MS. CENAR: Form.
 13 MR. MCPHERSON: And compound.
 14 THE DEPONENT: In some ways
 15 successful.
 16 BY MR. DICKIE:
 17 Q. Did you write either of the two
 18 singles I mentioned?
 19 A. I co-wrote on "At Night I Pray." And
 20 I can't recall on "Talk To Me."
 21 Q. Did you co-write the music and the
 22 lyrics?
 23 MR. MCPHERSON: For which?
 24 MR. DICKIE: For either of the
 25 singles, particularly "At Night I Pray."

Page 59

1 MS. CENAR: Objection to form.
 2 THE DEPONENT: Did I write -- did I
 3 write and compose the music for "At Night I Pray"?
 4 Is that the question?
 5 BY MR. DICKIE:
 6 Q. No.
 7 Did you write the song or co-write
 8 "At Night I Pray"?
 9 MR. MCPHERSON: Objection; asked and
 10 answered.
 11 THE DEPONENT: I co-wrote, I believe,
 12 on "At Night I Pray."
 13 BY MR. DICKIE:
 14 Q. And what did you co-write? Was it the
 15 lyrics or the music or both?
 16 A. It was a long time ago, but I believe
 17 lyrics and melody, which does not include the track.
 18 Q. What do you mean "which does not
 19 include the track"?
 20 A. I don't know the legal terminology for
 21 this.
 22 Q. I'm just asking you your understanding
 23 of what you mean when you say "but I didn't do the
 24 track."
 25 What is it that you didn't do?

Page 60

1 A. Instrumentation, other than vocally.
 2 Q. Okay.
 3 A. Can we -- can we be clear that
 4 whenever we say the word "instrument," that it is
 5 clear that it doesn't mean my voice?
 6 Q. I wouldn't have understood it to
 7 include your voice, but I --
 8 MR. MCPHERSON: I think most people
 9 would include it -- would include a voice, and
 10 that's -- that's why the comment -- the issue, and
 11 that's, I think, why I objected on vague and
 12 ambiguous.
 13 BY MR. DICKIE:
 14 Q. Okay. It would -- I would not have
 15 included it, but I --
 16 A. Okay.
 17 Q. -- I understand what you're saying.
 18 A. Okay. Okay.
 19 Q. So when we use the term
 20 "instrument" we're talking about --
 21 A. Cool.
 22 Q. -- horns and drums and things other
 23 than voice; right?
 24 A. Yes.
 25 MS. CENAR: I object to the form of

Page 61

1 that definition. Are you going to include
 2 computerized instruments?
 3 BY MR. DICKIE:
 4 Q. Now, Ms. Ferguson, did the Wild Orchid
 5 also do an album called "Oxygen"
 6 A. Am I supposed to answer Kara?
 7 MR. MCPHERSON: No.
 8 MR. DICKIE: No.
 9 MR. MCPHERSON: No, no, no. She was
 10 asking him.
 11 MS. CENAR: I made my objection for
 12 the record.
 13 THE DEPONENT: Okay. Okay. What?
 14 BY MR. DICKIE:
 15 Q. This is your lawyer. This is who you
 16 listen to.
 17 MS. CENAR: I'm also her lawyer,
 18 Counsel.
 19 THE DEPONENT: Okay. Can you please
 20 repeat the question?
 21 BY MR. DICKIE:
 22 Q. Sure.
 23 Did Wild Orchid release a record or an
 24 album called "Oxygen"?
 25 A. I don't recall if an album entitled

Page 62

1 "Oxygen" was released.
 2 Q. Did you ever -- do you recall working
 3 on an album called "Fire" that was scheduled for
 4 release in 2001 but was never released?
 5 MR. MCPHERSON: Objection; compound.
 6 MS. CENAR: Objection to the form.
 7 THE DEPONENT: Could you repeat the
 8 question?
 9 BY MR. DICKIE:
 10 Q. Sure.
 11 Do you recall an album called "Fire"?
 12 A. I recall a song called "Feel The
 13 Fire."
 14 Q. Was it ever released?
 15 A. I don't know.
 16 Q. Just as an anecdote, I read somewhere
 17 that Wild Orchid once performed at a county fair next
 18 to a pig barn where three people appeared.
 19 Was that an accurate recitation of an
 20 event in that group's --
 21 MS. CENAR: Objection; form.
 22 MR. MCPHERSON: Counsel, I'm really
 23 not sure exactly how that's relevant.
 24 MR. DICKIE: I'm not either, except
 25 it's an anecdotal that I read about, and I was just

Page 63

1 curious since here's one of the people who allegedly
 2 was there at that event.
 3 THE DEPONENT: The amount of people
 4 there is -- is approximate to me.
 5 BY MR. DICKIE:
 6 Q. You mean it might be two?
 7 A. It might be two.
 8 Q. Or four?
 9 A. It might have been ten. But yes, that
 10 is approximately true.
 11 Q. Did you also write a song called
 12 "Losing Her Ground"?
 13 A. No. I -- I co-wrote on a song called
 14 "Losing My Ground."
 15 Q. And is that the song that appeared on
 16 the solo album "The Dutchess," which was released
 17 just a few years ago?
 18 A. Yes.
 19 Q. But the song itself was written, if I
 20 understand it correctly, back while you were a member
 21 of the Wild Orchid?
 22 A. I believe partially.
 23 Q. And on that song, the -- when it was
 24 released on "The Dutchess" album, your co-members of
 25 Wild Orchid received writing credit; isn't that

Page 64

1 right?
 2 A. Yes, I believe.
 3 Q. So would you agree with me,
 4 Ms. Ferguson, that it's fair to say that you had a
 5 fairly successful singing career prior to joining
 6 The Black Eyed Peas?
 7 MR. MCPHERSON: Objection; vague and
 8 ambiguous.
 9 MS. CENAR: Objection to form.
 10 THE DEPONENT: I think that's a matter
 11 of opinion.
 12 BY MR. DICKIE:
 13 Q. Well, would you agree with me?
 14 A. What is -- what did you say again?
 15 Q. Would you agree with me that you had a
 16 pretty successful career prior to joining The Black
 17 Eyed Peas?
 18 MR. MCPHERSON: Same objections.
 19 MS. CENAR: Same objections.
 20 THE DEPONENT: In some markets, yes.
 21 MR. DICKIE: We've been going about an
 22 hour and 15 minutes. Take a short break?
 23 THE DEPONENT: Okay.
 24 THE VIDEOGRAPHER: This is the end of
 25 Media Number One in the deposition of Stacy Ferguson

Page 65

1 in the matter of "Bryan Pringle v. William Adams, et
 2 al."
 3 We are now going off the record. The
 4 time is 1:13 p.m.
 5 (WHEREUPON, A RECESS WAS HELD
 6 FROM 1:13 P.M. TO 1:30 P.M.)
 7 THE VIDEOGRAPHER: This is the
 8 beginning of Media Number Two in the deposition of
 9 Stacy Ferguson in the matter of "Bryan Pringle v.
 10 William Adams, et al."
 11 We are now going back on the record.
 12 The time is 1:30 p.m.
 13 BY MR. DICKIE:
 14 Q. Are you all set to proceed,
 15 Ms. Ferguson?
 16 A. Okay.
 17 Q. You understand you're still under
 18 oath?
 19 A. Yes.
 20 Q. I just want to finish on a couple of
 21 things on your background.
 22 You said you were a shoe designer. Is
 23 there a shoe line or something that one would know or
 24 is that just something that you are working on?
 25 MR. MCPHERSON: Objection; vague and

Page 66

1 ambiguous.
 2 MS. CENAR: Form.
 3 THE DEPONENT: I have -- I -- I'm
 4 under contract with Brown Shoe -- Brown Shoes, I
 5 believe, for two different lines of shoes.
 6 One is called "Fergie Footwear"; the
 7 other is called "Fergalicious."
 8 BY MR. DICKIE:
 9 Q. And you also said that you were
 10 involved with -- as a fragrance designer.
 11 A. Yes.
 12 Q. Have you designed a fragrance or
 13 created a fragrance?
 14 A. I collaborated with Avon to create two
 15 fragrances so far --
 16 Q. Called?
 17 A. One is Outspoken; the other one is
 18 called Outspoken Intense; the third we are working on
 19 currently.
 20 Q. I'd like to turn the discussion this
 21 afternoon to your association with William Adams and
 22 The Black Eyed Peas.
 23 A. Yes.
 24 Q. Can you tell me how you were first
 25 introduced to The Black Eyed Peas?

Page 67

1 MR. MCPHERSON: Objection; vague and
 2 ambiguous, lacks foundation.
 3 MS. CENAR: Form.
 4 THE DEPONENT: Could you define
 5 "introduced"?
 6 BY MR. DICKIE:
 7 Q. Well, when was the first time that you
 8 met William Adams?
 9 A. I met Will.i.am -- William Adams at a
 10 club in Los Angeles in, I believe, the year 1998.
 11 Q. Okay. Were you performing at that
 12 club or were you just there?
 13 A. I was there.
 14 Q. And is that when you and Mr. Adams
 15 first discussed your becoming a member of The Black
 16 Eyed Peas?
 17 A. No.
 18 Q. And did you also meet the other
 19 members of The Black Eyed Peas in that club in
 20 Los Angeles in 1998?
 21 A. I don't recall.
 22 Q. Had you known of Mr. Adams before you
 23 met him?
 24 A. Yes. I attended that club that night
 25 to see The Black Eyed Peas perform.

Page 68

1 Q. And either before or after the
 2 performance, that's when you met him?
 3 A. Yes.
 4 Q. Were you introduced to him by
 5 someone?
 6 A. I don't believe so --
 7 Q. And how --
 8 A. -- other than himself.
 9 Q. Well, I mean, did he come up to you
 10 and introduce himself to you?
 11 A. Either -- I don't recall, but it was
 12 either he introduced himself to me or I introduced
 13 myself to him.
 14 Q. Did you go to the club for the express
 15 purpose of meeting him?
 16 MR. MCPHERSON: Objection;
 17 foundation.
 18 MS. CENAR: Form.
 19 THE DEPONENT: I went to the club to
 20 see The Black Eyed Peas perform.
 21 And as a fan, one would always hope to
 22 meet the -- the group -- the band -- slash, the
 23 band -- whatever vernacular -- that you are going to
 24 see.
 25 ///

Page 69

1 BY MR. DICKIE:
 2 Q. Were you there with the other ladies
 3 from Wild Orchid?
 4 A. No.
 5 Q. And after 1998 in the club, when was
 6 the next time that you had any interaction with
 7 Will Adams?
 8 A. The year is vague to me, but I was in
 9 the group Wild Orchid, and The Black Eyed Peas and
 10 Wild Orchid were both doing the same radio show.
 11 Q. Is that a radio show or a radio
 12 station in Minneapolis?
 13 A. I believe so.
 14 Q. And was there any discussion at
 15 this -- strike that.
 16 Was the year approximately 2001?
 17 A. Okay. Sounds around the time.
 18 Q. And did you have a discussion with
 19 Mr. Adams at that time about joining The Black Eyed
 20 Peas?
 21 A. I don't recall.
 22 Q. Did you meet the other members of The
 23 Black Eyed Peas at this radio station where you were
 24 performing with Wild Orchid?
 25 MR. MCPHERSON: Objection;

Page 70

1 mischaracterizes, lacks foundation --
 2 MS. CENAR: Form.
 3 MR. MCPHERSON: -- compound.
 4 BY MR. DICKIE:
 5 Q. Well, let me make sure I understood it
 6 correctly, because I don't want to be inaccurate.
 7 I understood you to say that you were
 8 in the group Wild Orchid and that group and The Black
 9 Eyed Peas were both doing and performing at the same
 10 radio show.
 11 Did I understand you correctly?
 12 A. Yes.
 13 Q. So while you were doing that same
 14 radio show as a member of Wild Orchid, did you have
 15 occasion to meet the other members of The Black Eyed
 16 Peas?
 17 A. Not that I recall.
 18 Q. And do you recall any discussion at
 19 that time about your leaving Wild Orchid and joining
 20 The Black Eyed Peas?
 21 A. I recall -- excuse me.
 22 MR. MCPHERSON: Objection; compound.
 23 THE DEPONENT: I recall saying to
 24 Will.i.am that I was -- that Wild Orchid was going to
 25 be breaking up and I would love to work with him or

Page 71

1 the band/group on my solo album.
 2 My solo package is what I called it.
 3 BY MR. DICKIE:
 4 Q. Were you working on a solo package at
 5 the time?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous.
 8 THE DEPONENT: I had dreams of having
 9 a solo project since I was a little girl.
 10 BY MR. DICKIE:
 11 Q. Had you already started on making
 12 those dreams a reality when you talked to
 13 Mr. Adams?
 14 MR. MCPHERSON: Objection; vague and
 15 ambiguous.
 16 MS. CENAR: Objection to form.
 17 THE DEPONENT: Could you please repeat
 18 the question?
 19 BY MR. DICKIE:
 20 Q. Sure.
 21 Had you already started on making your
 22 dream of a solo package a reality when you spoke to
 23 Mr. Adams at that club?
 24 MR. MCPHERSON: Same objection.
 25 MS. CENAR: Same objection.

Page 72

1 THE DEPONENT: Well, I've been
 2 dreaming since about five years old. I don't know
 3 what thoughts I had manifested -- have manifested at
 4 what time period.
 5 That's it.
 6 BY MR. DICKIE:
 7 Q. Well, I mean, had you created any
 8 songs --
 9 MR. MCPHERSON: Maybe if you rephrase
 10 it. Maybe if you rephrase it, Counsel, it will be a
 11 little clearer.
 12 BY MR. DICKIE:
 13 Q. Had you written any songs for a solo
 14 package as of that time?
 15 A. I don't recall.
 16 Q. Had you retained a publisher to work
 17 with you on developing the repertoire for a solo
 18 package as of the time you met Mr. Adams?
 19 MR. MCPHERSON: Objection; vague and
 20 ambiguous, lacks foundation, compound.
 21 MS. CENAR: Objection; form.
 22 THE DEPONENT: I don't recall.
 23 BY MR. DICKIE:
 24 Q. And why is it that you talked to him
 25 about wanting him to produce a solo album -- a solo

Page 73

1 package, as you described it?
 2 MR. MCPHERSON: Objection;
 3 mischaracterizes.
 4 MS. CENAR: Form.
 5 THE DEPONENT: Could you repeat the
 6 question, please?
 7 BY MR. DICKIE:
 8 Q. Sure.
 9 You -- you said you were talking to
 10 him about your interest in having Mr. Adams -- or
 11 The Black Eyed Peas work with you on a solo package.
 12 Did I understand you correctly?
 13 A. Yes.
 14 Q. Why were you interested in having them
 15 work with you on a solo package?
 16 A. I was a fan of their music.
 17 Q. And as of the time that you were
 18 talking to him about this, how would you describe the
 19 genre or style of The Black Eyed Peas music at that
 20 time?
 21 MS. CENAR: Objection to the form.
 22 MR. MCPHERSON: Objection; vague and
 23 ambiguous, compound.
 24 THE DEPONENT: Positive hip-hop.
 25 ///

Page 74

1 BY MR. DICKIE:
 2 Q. When you say "positive hip-hop," what
 3 do you mean?
 4 A. Hip-hop-infused music with a positive
 5 message.
 6 Q. And at this discussion in Minnesota,
 7 did you discuss with Mr. Adams your becoming a member
 8 of The Black Eyed Peas at that time?
 9 A. I don't recall.
 10 Q. And you -- am I correct that you had
 11 made a decision to leave Wild Orchid as of that
 12 time?
 13 A. Wild Orchid's decision to part ways
 14 was already discussed amongst Wild Orchid before that
 15 show.
 16 Q. And what was the reason that Wild
 17 Orchid was going to break up, if you will?
 18 MR. MCPHERSON: Are you asking for her
 19 reason or the other two members' reasons?
 20 THE DEPONENT: Yeah.
 21 MR. DICKIE: The reason why she
 22 understands the group was breaking up.
 23 MS. CENAR: Objection to form.
 24 THE DEPONENT: To my knowledge -- to
 25 my understanding, the other two members of Wild

Page 75

1 Orchid wanted to tour Europe.
 2 I wanted to go in a different
 3 direction musically after being in the group for that
 4 many years, and felt it was time to start on my solo
 5 dreams.
 6 BY MR. DICKIE:
 7 Q. Had -- up until the time Wild Orchid
 8 broke up, who was its record label?
 9 A. RCA.
 10 Q. Had -- prior to the time the decision
 11 was made to have Wild Orchid break up, had RCA
 12 refused to renew the artist agreement with Wild
 13 Orchid?
 14 A. I have no idea.
 15 Q. You don't -- do you recall that being
 16 an issue in the decision to break up Wild Orchid?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous.
 19 MS. CENAR: Form.
 20 THE DEPONENT: I don't recall.
 21 BY MR. DICKIE:
 22 Q. And you said that you wanted to go in
 23 a different direction musically to pursue your solo
 24 career.
 25 Did I understand that correctly?

Page 76

1 A. Dreams of a solo career.
 2 Q. And when you say you wanted to go in a
 3 different direction musically, can you explain to me
 4 what musical direction you wanted to go to at the
 5 time you made the decision to break up with Wild
 6 Orchid?
 7 A. The other two members -- as I
 8 recall --
 9 Q. Uh-huh.
 10 A. -- from the time, felt that we would
 11 have a great market in Europe as a pop dance group,
 12 what some people would call Euro pop.
 13 Musically that did not feel -- that
 14 didn't feel right for me at the time. And I wanted
 15 to pursue music that was more of the genre that
 16 The Black Eyed Peas were in.
 17 Q. So you wanted to pursue positive
 18 hip-hop?
 19 A. Partially.
 20 Q. And what else did you want to pursue
 21 or expand into?
 22 A. I wanted to perform with live
 23 musicians, and Black Eyed Peas were a hip-hop group
 24 that performed with live musicians.
 25 Q. Did The Black Eyed Peas at that time

Page 77

1 have any back-up vocalists in addition to live
 2 musicians? which I assume you included as instruments
 3 and not voice, but maybe I was wrong.
 4 When you said "perform with live
 5 musicians," did you include vocalists as well as
 6 instruments?
 7 A. One more time, please.
 8 Q. You said you wanted to perform with
 9 live musicians and The Black Eyed Peas were a hip-hop
 10 group that performed with live musicians?
 11 A. Yes.
 12 Q. Were the live musicians musicians that
 13 simply played instruments -- as you used that term --
 14 or did it include vocalists -- singers?
 15 MR. MCPHERSON: Objection; vague and
 16 ambiguous.
 17 MS. CENAR: Form.
 18 THE DEPONENT: Could you repeat the
 19 question one more time, please?
 20 MR. MCPHERSON: You've got to
 21 rephrase, Counsel. She was already performing with
 22 vocalists.
 23 BY MR. DICKIE:
 24 Q. Well, how many live musicians were
 25 there that they were performing with at the time you

Page 78

1 were talking about this?
 2 MR. MCPHERSON: You're talking about
 3 The Black Eyed Peas?
 4 MR. DICKIE: Correct.
 5 THE DEPONENT: I don't recall.
 6 BY MR. DICKIE:
 7 Q. Among the live musicians, were there
 8 singers who were not main members of The Black Eyed
 9 Peas?
 10 A. I don't remember on that night.
 11 Q. Well, did you come to learn at some
 12 point in time that at least one backup singer was
 13 leaving and there would be an opening?
 14 MS. CENAR: Objection to form.
 15 THE DEPONENT: I became aware of the
 16 fact that they had in the past worked with a
 17 background singer named Kim Hill.
 18 BY MR. DICKIE:
 19 Q. And did you also learn that Kim Hill
 20 was leaving in some way and that there would be --
 21 A. I don't --
 22 Q. -- an opening?
 23 MR. MCPHERSON: Objection --
 24 THE DEPONENT: I don't --
 25 MR. MCPHERSON: -- foundation.

Page 79

1 THE DEPONENT: I don't recall.
 2 BY MR. DICKIE:
 3 Q. Did you have any conversation --
 4 strike that.
 5 Do you know Jimmy Iovine?
 6 A. Yes.
 7 Q. Did you have any conversations with
 8 Mr. Iovine regarding your joining The Black Eyed
 9 Peas?
 10 MR. MCPHERSON: At what period of
 11 time, Counsel?
 12 MR. DICKIE: Before she joined it.
 13 THE DEPONENT: I believe so.
 14 BY MR. DICKIE:
 15 Q. And didn't you have a conversation
 16 with Mr. Iovine before you joined The Black Eyed Peas
 17 that there was a need to have a singer to provide the
 18 voice for the hook on a song called "Shut Up"?
 19 MR. MCPHERSON: Counsel, are you
 20 reading a quote or are you just asking a question?
 21 MR. DICKIE: I just asked a question,
 22 a simple little question.
 23 MR. MCPHERSON: Sounds like a quote,
 24 and if it is, I think you should give her the context
 25 of the question.

Page 80

1 MR. DICKIE: It's not a quote. It's
 2 my notes for my question.
 3 MS. CENAR: Objection to the form --
 4 DEPOSITION OFFICER: I couldn't hear
 5 you, Counsel.
 6 "...form...?"
 7 MS. CENAR: -- form for the record
 8 and foundation if the document that he's reading off
 9 of is not going to be provided to the witness.
 10 MR. DICKIE: There's no foundation for
 11 my notes, so don't suggest that I'm reading off of
 12 any document.
 13 BY MR. DICKIE:
 14 Q. Can you answer my question,
 15 Ms. Ferguson?
 16 A. Yes. Can you please repeat it?
 17 Q. Sure.
 18 Did you have a conversation with
 19 Mr. Iovine before you joined The Black Eyed Peas
 20 where he told you, in words or substance, there was a
 21 need to have a singer join The Black Eyed Peas to
 22 provide a vocal -- the vocals for the hook on a song
 23 called "Shut Up"?
 24 MR. MCPHERSON: Where --
 25 THE DEPONENT: I don't --

Page 81

1 MR. MCPHERSON: -- Iovine told her?
 2 THE DEPONENT: I don't recall.
 3 MR. DICKIE: That's right.
 4 THE DEPONENT: I don't recall.
 5 BY MR. DICKIE:
 6 Q. Did you ever have a discussion with
 7 Mr. Iovine about your role on The Black -- in
 8 The Black Eyed Peas before becoming a member of the
 9 group?
 10 MR. MCPHERSON: Objection; vague and
 11 ambiguous.
 12 MS. CENAR: Form.
 13 THE DEPONENT: I don't recall.
 14 BY MR. DICKIE:
 15 Q. Did you -- when you joined The
 16 Black -- strike that.
 17 Did you have any vocal participation
 18 in a song called "Shut Up"?
 19 A. Yes.
 20 Q. And when was that?
 21 MS. CENAR: Objection to form.
 22 MR. MCPHERSON: When did she record
 23 it?
 24 MR. DICKIE: When she participated in
 25 it.

Page 82

1 MR. MCPHERSON: That could be every
 2 concert she's done if she's done that song, so --
 3 MR. DICKIE: Well, it could be, but I
 4 don't know.
 5 MR. MCPHERSON: Objection; overbroad,
 6 vague and ambiguous, lacks foundation.
 7 MR. DICKIE: That's fine.
 8 MS. CENAR: Objection; form and
 9 foundation to the question.
 10 THE DEPONENT: Could you be more
 11 specific, please?
 12 BY MR. DICKIE:
 13 Q. Sure.
 14 Did you provide the vocals for the
 15 hook on the song "Shut Up" when it was recorded prior
 16 to the time it was released?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous.
 19 MS. CENAR: Form.
 20 THE DEPONENT: Did you say "perform"?
 21 BY MR. DICKIE:
 22 Q. Prior to the time it was released, did
 23 you provide the vocals on the track that was recorded
 24 and ultimately was in an album?
 25 A. I sang on the song "Shut Up" before

Page 83

1 the album "Elephunk" was released.
 2 Q. And did Kim Hill continue to provide
 3 any vocals for The Black Eyed Peas music after you
 4 sang whatever it is you sang in "Shut Up" before it
 5 was released?
 6 A. Not to my knowledge.
 7 Q. Now, did you have a discussion -- by
 8 the way, was there any point in time prior to the
 9 moment when you agreed to become a member of the
 10 group The Black Eyed Peas that -- and while you were
 11 still with Wild Orchid -- where RCA refused to
 12 release any more albums for Wild Orchid?
 13 A. That question sounded like a lot of
 14 words --
 15 Q. Sure.
 16 A. -- to me.
 17 Q. Did RCA ever refuse to release an
 18 album for Wild Orchid prior to the time you joined
 19 The Black Eyed Peas?
 20 MR. MCPHERSON: An album that they had
 21 recorded?
 22 MS. CENAR: Objection to form.
 23 BY MR. DICKIE:
 24 Q. That was in the studio, that was ready
 25 to be released.

Page 84

1 A. I don't know.
 2 Q. And who invited you -- was there an
 3 invitation provided to you to participate in a
 4 try-out with respect to the song "Shut Up"?
 5 MR. MCPHERSON: Objection; vague and
 6 ambiguous.
 7 THE DEPONENT: What was the beginning?
 8 MS. CENAR: Form.
 9 BY MR. DICKIE:
 10 Q. Did Will.i.am invite you to do a
 11 tryout for a singing part in the song "Shut Up"
 12 before you became a member of The Black Eyed Peas?
 13 MR. MCPHERSON: Same objections.
 14 THE DEPONENT: I don't know anything
 15 about a tryout, but we had a conversation on the
 16 phone where he invited me to come to the studio.
 17 BY MR. DICKIE:
 18 Q. Did he tell you why?
 19 A. To study how -- a song called
 20 "Shut Up" that he wanted to see how I sounded on.
 21 Q. And you did that, I assume?
 22 A. Yes.
 23 Q. Then tell what happened next after you
 24 went to the studio and sang whatever it was you sang
 25 for purposes of the song "Shut Up."

Page 85

1 What happened next in the chronology
 2 of your going to The Black Eyed Peas?
 3 MR. MCPHERSON: Objection; vague and
 4 ambiguous, lacks foundation.
 5 THE DEPONENT: I -- it's too -- I --
 6 that question is too big or I guess too vague. I
 7 don't understand the question.
 8 BY MR. DICKIE:
 9 Q. Well, you went to the studio, if I
 10 understand it correctly --
 11 A. Yeah.
 12 Q. -- and you sang some verse and parts
 13 of "Shut Up"; right?
 14 A. Yes.
 15 Q. And then you left the studio when you
 16 were done with that session; correct?
 17 A. I don't know. We may have gone to a
 18 club.
 19 Q. But at the studio, did you join --
 20 were you asked to become -- invited to become a
 21 full-time member of The Black Eyed Peas?
 22 A. No. At that -- at that time of
 23 singing the song "Shut Up," the first time I did
 24 vocals.
 25 Q. Yes.

Page 86

1 And then when was the -- when was it
 2 as a point in time that you were invited to become a
 3 member of The Black Eyed Peas?
 4 A. It's unclear in my memory how I
 5 actually joined, but it was understood that we were
 6 going to go on tour before 2003.
 7 Q. Isn't it correct that it was several
 8 months after the first studio recording that you
 9 engaged in that Mr. Iovine invited you to become a
 10 member of the band?
 11 MS. CENAR: Objection to the form.
 12 THE DEPONENT: I -- define -- can you
 13 define "invite"?
 14 BY MR. DICKIE:
 15 Q. "I'm going to offer you a position in
 16 the band; do you want it?" or words or substance --
 17 it's sort of like -- like you've joined the group
 18 full-time.
 19 A. I remember we had discussion -- a
 20 discussion about it.
 21 Q. You and Mr. Iovine?
 22 A. Yes.
 23 Q. And do you recall when that was?
 24 A. No.
 25 Q. Do you recall who was present besides

Page 87

1 yourself?
 2 A. No.
 3 Q. And at the time that you had that
 4 discussion, was there a discussion about how you
 5 would be compensated if you joined the group?
 6 A. I don't recall.
 7 Q. And was there any discussion about
 8 what your role with the band The Black Eyed Peas was
 9 to be if you became a full-time member?
 10 A. I don't recall.
 11 Q. Now, can you describe for us the
 12 nature of your creative role once you joined
 13 The Black Eyed Peas?
 14 MR. MCPHERSON: Objection; vague and
 15 ambiguous, overbroad.
 16 MS. CENAR: Form.
 17 BY MR. DICKIE:
 18 Q. Let me start -- do you have a creative
 19 role as a member of The Black Eyed Peas?
 20 MS. CENAR: Objection to form.
 21 MR. MCPHERSON: Yeah, same
 22 objections.
 23 THE DEPONENT: I think with any group
 24 or band it's hard to define, as in math, a creative
 25 role, because it's a right brain -- in my opinion a

Page 88

1 right-brain thing as opposed to -- you know, I don't
 2 play an instrument so it's -- so it's -- I'm the
 3 guitar player, if you will.
 4 I'm the singer. I'm -- but the other
 5 members do sing occasionally as well, but --
 6 BY MR. DICKIE:
 7 Q. Let me -- let me ask it this way: Do
 8 you write any of the instrumental music for the songs
 9 of The Black Eyed Peas?
 10 A. No.
 11 Q. Do you write the lyrics of any of
 12 The Black Eyed Peas songs from first word to last
 13 word?
 14 MS. CENAR: Objection to the form.
 15 MR. MCPHERSON: You mean 100 percent
 16 of the lyrics of any song?
 17 MR. DICKIE: That would cover first
 18 word to last word.
 19 MR. MCPHERSON: I'm just clarifying.
 20 THE DEPONENT: Is this all Black Eyed
 21 Peas material?
 22 BY MR. DICKIE:
 23 Q. Yes. Right now this question -- I'm
 24 not asking about the solo career or something.
 25 I'm asking about the role you have at

Page 89

1 The Black Eyed Peas.
 2 A. I would have to look at each song.
 3 Q. Well, as you sit here, can you
 4 identify any song for me that's a Black Eyed Peas
 5 song in which you wrote all of the lyrics?
 6 A. I would have to look at a list of
 7 songs and -- and that might -- I don't know what to
 8 do at this point.
 9 MR. MCPHERSON: Well, if you know off
 10 the top your head, say you know. If you --
 11 MR. DICKIE: Right.
 12 MR. MCPHERSON: -- don't, you don't.
 13 MR. DICKIE: Right.
 14 MR. MCPHERSON: You just don't know.
 15 THE DEPONENT: Off the top of my head,
 16 no -- no. And I mean, that -- that was not an
 17 answer, that was just a -- a thought --
 18 MR. MCPHERSON: It's okay.
 19 THE DEPONENT: -- that I was having.
 20 BY MR. DICKIE:
 21 Q. I was just looking at the reporter.
 22 Apparently she didn't think that you were doing
 23 anything.
 24 If you looked at it, what percent of
 25 the lyrics on the album "The E.N.D." did you write?

Page 90

1 MR. MCPHERSON: Object. Counsel --
 2 THE DEPONENT: I don't know.
 3 MS. CENAR: Objection to form.
 4 MR. MCPHERSON: -- how could anyone
 5 answer that question?
 6 MR. DICKIE: Well --
 7 MR. MCPHERSON: It's vague and
 8 ambiguous, lacks foundation.
 9 MR. DICKIE: I agree.
 10 BY MR. DICKIE:
 11 Q. You're familiar with The Black Eyed
 12 Peas album "The E.N.D.," are you not?
 13 A. Yes.
 14 Q. Did you write from beginning to end
 15 the lyrics in any song?
 16 MS. CENAR: Objection to form.
 17 THE DEPONENT: Not that I can recall
 18 at this time.
 19 BY MR. DICKIE:
 20 Q. Did you write the lyrics to any song
 21 on the album "The E.N.D."?
 22 MS. CENAR: Objection to form.
 23 MR. MCPHERSON: And by "lyrics" you
 24 mean any lyrics?
 25 MR. DICKIE: Any lyrics. Yeah, the

Page 91

1 words.
 2 THE DEPONENT: I believe so.
 3 BY MR. DICKIE:
 4 Q. Can you tell me in which song you
 5 wrote such lyrics?
 6 MS. CENAR: Objection to form.
 7 THE DEPONENT: I would have to look at
 8 each song individually.
 9 BY MR. DICKIE:
 10 Q. And what would you need to look at in
 11 order to determine what part or portion of the words
 12 to a given song you wrote?
 13 A. The writer splits and my attorney.
 14 Q. Well, is there a writing that -- that
 15 you wrote down the words that you wrote that's
 16 available somewhere?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous.
 19 MS. CENAR: Objection to the form.
 20 THE DEPONENT: I don't know.
 21 BY MR. DICKIE:
 22 Q. And when you say the "writer splits,"
 23 is there a document that in some way calculates the
 24 respective involvement of the members of The Black
 25 Eyed Peas in the writing of each song?

Page 92

1 MS. CENAR: Objection; form,
 2 foundation.
 3 THE DEPONENT: I believe so.
 4 BY MR. DICKIE:
 5 Q. And would it be correct to understand
 6 that the larger the writer's split, the more the
 7 contribution of a given writer to a song?
 8 A. Could you repeat that, please?
 9 Q. Well, in the context of what the
 10 writer's splits are, you're talking about how the
 11 revenue is divided among the people that were
 12 involved in writing the song; correct?
 13 A. I believe so.
 14 Q. And would you agree with me that by
 15 looking at the writer's split, you could determine
 16 the relative contribution of each writer by the
 17 amount of the percentage split for a given song?
 18 A. I can't speak for other writers.
 19 Q. Well, in terms of The Black Eyed Peas
 20 song "I Gotta Feeling," if I looked at the writer's
 21 split, would I be able to determine from looking at
 22 those splits the relative writing contribution by
 23 each of the people receiving one of those splits?
 24 MR. MCPHERSON: Objection; vague and
 25 ambiguous, lacks foundation.

Page 93

1 MS. CENAR: Yeah. Objection; form,
 2 foundation.
 3 THE DEPONENT: I don't know if you
 4 personally would be able to do that, if that -- if
 5 that's the question.
 6 BY MR. DICKIE:
 7 Q. Well, if I gave you the writer's
 8 splits --
 9 A. Okay.
 10 Q. -- would you be able to tell me the
 11 extent of the contribution on a given song by virtue
 12 of the split percentage?
 13 MR. MCPHERSON: Same objections.
 14 MS. CENAR: Same objections.
 15 THE DEPONENT: I can only speak for
 16 myself.
 17 BY MR. DICKIE:
 18 Q. That's what I'm asking you.
 19 MR. MCPHERSON: No -- okay.
 20 THE DEPONENT: I can only speak for
 21 myself as far as my contribution to "I Gotta Feeling"
 22 BY MR. DICKIE:
 23 Q. Well, can you, as you sit here, tell
 24 me what specific words you contributed to "I Gotta
 25 Feeling"?

Page 94

1 MS. CENAR: Objection to the form. Do
 2 you have the words?
 3 THE DEPONENT: Could I see a lyric
 4 sheet, please?
 5 BY MR. DICKIE:
 6 Q. Is there a written lyric sheet?
 7 A. I don't know, but it's looking like
 8 you have one.
 9 If I -- if I could see -- okay. If I
 10 can see that, I can tell you.
 11 MS. DUNN: This one (indicating)?
 12 MR. DICKIE: No. It's okay. We'll
 13 use this (indicating).
 14 Tracy, would you mark that the next
 15 exhibit, please.
 16 DEPOSITION OFFICER: I believe the
 17 next exhibit is 21?
 18 MR. DICKIE: No. It's 20. We
 19 withdrew 20.
 20 DEPOSITION OFFICER: Okay. Just want
 21 to make sure.
 22 (DISCUSSION WAS HELD OFF THE RECORD
 23 BETWEEN MR. MCPHERSON AND THE DEPONENT.)
 24 ///
 25 ///

Page 95

1 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER
 2 20 WAS MARKED FOR IDENTIFICATION BY
 3 THE DEPOSITION OFFICER.)
 4 BY MR. DICKIE:
 5 Q. Ms. Ferguson, I've asked the reporter
 6 to hand you what I've marked as Exhibit 20 --
 7 A. Okay.
 8 Q. -- for identification. It's some
 9 documents that we received today from ASCAP.
 10 And the cover letter comes from the
 11 assistant vice president of legal affairs for ASCAP
 12 which is, as I understand it, an organization which
 13 tracks and monitors the royalties which you
 14 receive.
 15 A. Okay.
 16 Q. So if you take a look at this document
 17 on the first page --
 18 A. Uh-huh.
 19 Q. -- in the last paragraph --
 20 MS. CENAR: Counsel, have you provided
 21 this to us? We have several letters on the
 22 subpoenas. Has it been sent?
 23 MS. DUNN: In this --
 24 DEPOSITION OFFICERS: I need to hear
 25 you. I need to hear you.

Page 96

1 MR. DICKIE: The answer is yes.
 2 MS. DUNN: Yes.
 3 DEPOSITION OFFICER: I need to hear
 4 you, Counsel.
 5 BY MR. DICKIE:
 6 Q. Now, I want to direct your attention
 7 to the first paragraph -- or the first page of the
 8 exhibit where they're talking about the royalty
 9 shares for "I Gotta Feeling."
 10 And then it lists "Stacy Ferguson,
 11 1.25 percent."
 12 Do you see that?
 13 A. Yes.
 14 Q. Can you tell me what that 1.25 percent
 15 represents in terms of your writer's contribution to
 16 the song "I Gotta Feeling"?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous, lacks foundation that there is any
 19 relationship.
 20 MR. DICKIE: All right. I agree.
 21 MS. CENAR: Objection to the form.
 22 THE DEPONENT: I would have to see a
 23 lyric sheet or a --
 24 BY MR. DICKIE:
 25 Q. Do you know how the 1.25 percent was

Page 97

1 determined?
 2 MR. MCPHERSON: Objection.
 3 Counsel, I'm going have to have a
 4 continuing objection, because we haven't established
 5 that this is accurate.
 6 MR. DICKIE: Well, let's assume for
 7 the time being for the purpose of the question that
 8 it is accurate --
 9 MR. MCPHERSON: Okay.
 10 BY MR. DICKIE:
 11 Q. -- since it comes from that.
 12 MR. MCPHERSON: Okay.
 13 MR. DICKIE: But my question was
 14 really not whether it was accurate but whether she
 15 knows how her royalty share split is determined.
 16 MR. MCPHERSON: Just in general?
 17 MR. DICKIE: On this song.
 18 MR. MCPHERSON: On this particular --
 19 MR. DICKIE: On this song.
 20 MR. MCPHERSON: On this song. Okay.
 21 THE DEPONENT: I don't understand why
 22 Stacy Ferguson is different than Headphone Junkie.
 23 MS. CENAR: Right.
 24 BY MR. DICKIE:
 25 Q. So would it be correct to say,

Page 98

1 Ms. Ferguson, that you do not know how the actual
 2 splits were calculated?
 3 A. No, I don't know how the actual splits
 4 were calculated.
 5 Q. Did you have a conversation at any
 6 time with any member of The Black Eyed Peas regarding
 7 what you would have as a split on any of the songs in
 8 the album "The E.N.D."?
 9 A. I don't recall.
 10 Q. Is Mr. Adams the band leader,
 11 effectively, of The Black Eyed Peas?
 12 MR. MCPHERSON: Objection; vague and
 13 ambiguous.
 14 MS. CENAR: Objection to the form.
 15 THE DEPONENT: I think that's a matter
 16 of opinion. I have in interviews called him the
 17 captain of the ship.
 18 BY MR. DICKIE:
 19 Q. Is that accurate?
 20 A. I think it's a colorful name.
 21 Q. Well, in terms of the ship, does he
 22 make the decisions as to where the ship is going and
 23 who gets what out of the ship?
 24 MR. MCPHERSON: Objection --
 25 MS. CENAR: Form, foundation.

Page 99

1 MR. MCPHERSON: -- vague and
 2 ambiguous, lacks foundation.
 3 THE DEPONENT: I don't know.
 4 BY MR. DICKIE:
 5 Q. Well, was there a point in time when
 6 the album "The E.N.D." was being discussed among
 7 The Black Eyed Peas where the group -- the band, had
 8 a discussion as to how the proceeds or the sale
 9 proceeds revenue to be received from that album were
 10 to be shared by the four artists that make up
 11 The Black Eyed Peas?
 12 MR. MCPHERSON: Objection; vague and
 13 ambiguous, indefinite as to time, lacks foundation.
 14 MS. CENAR: Objection; form,
 15 foundation.
 16 THE DEPONENT: Could you repeat the
 17 question, please?
 18 BY MR. DICKIE:
 19 Q. Was there a point in time when the
 20 four of you in The Black Eyed Peas discussed how the
 21 earnings from the sale of "The E.N.D." would be
 22 distributed to each you?
 23 A. I don't think so.
 24 Q. Well, in terms of The Black Eyed Peas
 25 since you have joined it, was there a -- what I would

Page 100

1 call a transparency with respect to what everybody
 2 would receive from the sale proceeds of various
 3 downloaded songs and the various albums you all have
 4 recorded --
 5 MR. MCPHERSON: Are you done?
 6 MR. DICKIE: -- and published?
 7 MR. MCPHERSON: You may call it that,
 8 but I have no idea what it means.
 9 It's vague and ambiguous, lacks
 10 foundation.
 11 MS. CENAR: Form, foundation.
 12 BY MR. DICKIE:
 13 Q. Do you understand what "transparency"
 14 means?
 15 MS. CENAR: Objection to the form.
 16 THE DEPONENT: Transparency to me is
 17 when somebody is very clear.
 18 BY MR. DICKIE:
 19 Q. So was it very clear to you since
 20 joining The Black Eyed Peas who would receive what
 21 monies from songs or albums that were produced and
 22 then sold by Interscope or the record label for
 23 The Black Eyed Peas?
 24 MR. MCPHERSON: Objection; vague and
 25 ambiguous, lacks foundation.

Page 101

1 MS. CENAR: Objection; form.
 2 THE DEPONENT: I don't think so.
 3 BY MR. DICKIE:
 4 Q. Now, if you'll look at Exhibit 20, the
 5 document that I gave to you --
 6 A. Okay.
 7 Q. -- do you -- if you'll look at what
 8 has been marked as the third page, but it bears the
 9 number -- if you'll look, Ms. Ferguson, at the bottom
 10 of the third page of this exhibit -- I believe your
 11 counsel has the document I'm referring to, he's
 12 spirited it away from you.
 13 If you look at that -- do you see
 14 where it says "ASCAP 001" on the bottom right-hand
 15 corner --
 16 A. Yes.
 17 Q. -- and on the top it says "Ferguson,
 18 Stacy"?
 19 A. Uh-huh.
 20 Q. And then it has a spreadsheet with
 21 various information?
 22 A. Yes.
 23 Q. Do you see that?
 24 A. Yes.
 25 Q. Do you in the course receive from

Page 102

1 ASCAP on a routine and regular basis royalty
 2 statements regarding the monies that are due you for
 3 songs that you are entitled to get paid for?
 4 A. Every single piece of information
 5 like this goes to my attorney Matt Greenberg or my
 6 accountant/business manager Michael Markarian.
 7 I don't handle this.
 8 Q. I understand you may not handle it,
 9 but my question -- and perhaps you misunderstood
 10 me -- was: Did you ever see them? Do you look at
 11 them, review them, and do anything to make sure
 12 they're accurate?
 13 MR. MCPHERSON: Objection; compound.
 14 THE DEPONENT: Do I do anything to
 15 make sure --
 16 MR. MCPHERSON: Well, first of all, do
 17 you see them?
 18 THE DEPONENT: Do I see what?
 19 MR. MCPHERSON: Do you ever get these
 20 royalties sent to you directly? These royalty
 21 statements -- excuse me.
 22 MS. CENAR: It's --
 23 THE DEPONENT: I don't know what this
 24 is --
 25 MS. CENAR: Right.

Page 103

1 THE DEPONENT: -- but what I do
 2 receive from my attorney are proposed percentages for
 3 each song for me to either agree with or disagree
 4 with.
 5 BY MR. DICKIE:
 6 Q. Right.
 7 And that document that you receive
 8 with respect to percentages on songs, is that before
 9 a song is published? A song is downloaded? A song
 10 is written?
 11 A. I have no idea.
 12 MS. CENAR: Objection to form.
 13 BY MR. DICKIE:
 14 Q. What do you do in the context of
 15 determining whether what you actually receive is
 16 consistent with what you're supposed to receive, if
 17 anything?
 18 MR. MCPHERSON: You mean the money she
 19 receives?
 20 MR. DICKIE: Yes.
 21 THE DEPONENT: I don't believe I do
 22 anything.
 23 MR. MCPHERSON: That's fine.
 24 BY MR. DICKIE:
 25 Q. So if I wanted to know whether --

Page 104

1 strike that.
 2 Do you have an understanding as to how
 3 much money you have earned from the downloaded song
 4 "I Gotta Feeling"?
 5 A. No.
 6 Q. Are you aware that there were more
 7 than 7.1 million downloads of that song?
 8 A. No.
 9 Q. Are you aware that "I Gotta Feeling"
 10 was the single largest downloaded song ever?
 11 A. No.
 12 Q. And do you know how many copies of or
 13 how many --
 14 A. Is this -- sorry. Sorry. Is this
 15 true?
 16 Q. Yes.
 17 MR. MCPHERSON: Well --
 18 THE DEPONENT: I'm sorry.
 19 Seriously? Okay. Okay.
 20 BY MR. DICKIE:
 21 Q. Does that surprise you?
 22 MR. MCPHERSON: Objection; irrelevant.
 23 THE DEPONENT: Yeah.
 24 MS. CENAR: Objection; form.
 25 ///

Page 105

1 BY MR. DICKIE:
 2 Q. Did anybody -- did Mr. Adams share
 3 with you the commercial success of the album "The
 4 E.N.D." or any of the individual singles that have
 5 been downloaded?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous, lacks foundation.
 8 MS. CENAR: Objection to form,
 9 compound.
 10 THE DEPONENT: Could you repeat the
 11 question, please?
 12 BY MR. DICKIE:
 13 Q. Sure.
 14 Did Mr. Adams share with you the
 15 commercial success of the album "The E.N.D."?
 16 MS. CENAR: Objection to form.
 17 MR. MCPHERSON: Same objections.
 18 THE DEPONENT: I don't recall.
 19 BY MR. DICKIE:
 20 Q. Did Mr. Adams share with you the
 21 number of downloads of the song "I Gotta Feeling"
 22 that have been purchased by the public?
 23 MR. MCPHERSON: Same objections.
 24 MS. CENAR: Same objections.
 25 THE DEPONENT: Mr. Adams says a lot of

Page 106

1 things in interviews that I don't know if they're
 2 fact or fiction.
 3 BY MR. DICKIE:
 4 Q. Well, in terms of the way in which the
 5 members of the group The Black Eyed Peas communicate
 6 with one another, is there an open discourse
 7 regarding the commercial success of the albums and
 8 projects in which The Black Eyed Peas participate?
 9 MR. MCPHERSON: Objection; vague and
 10 ambiguous, compound, lacks foundation.
 11 MS. CENAR: Objection to form,
 12 foundation.
 13 THE DEPONENT: This is sounding really
 14 big to me right now.
 15 Can you please break it down a little
 16 bit more?
 17 BY MR. DICKIE:
 18 Q. Sure.
 19 Do The Black Eyed Peas -- does
 20 Mr. Adams report to the other three members of
 21 The Black Eyed Peas, as captain of the ship, the
 22 success commercially and financially of the albums
 23 which The Black Eyed Peas have, through their record
 24 label, released and sold?
 25 MR. MCPHERSON: Objection; vague and

Page 107

1 ambiguous, compound, lacks foundation, calls for
 2 speculation.
 3 MS. CENAR: Objection; form,
 4 foundation.
 5 THE DEPONENT: Not really.
 6 BY MR. DICKIE:
 7 Q. And has Mr. Adams ever sat down with
 8 you and shared with you -- or to your knowledge, any
 9 member of the -- other member of Black Eyed Peas
 10 exactly how the group is doing financially with
 11 respect to the album "The E.N.D."?
 12 MR. MCPHERSON: Objection;
 13 foundation.
 14 MS. CENAR: Objection to form,
 15 foundation.
 16 THE DEPONENT: I don't recall.
 17 BY MR. DICKIE:
 18 Q. Do The Black Eyed Peas have regular
 19 band meetings where you discuss the performance of
 20 the songs and how much money you're making?
 21 MR. MCPHERSON: Objection; compound.
 22 THE DEPONENT: Not really.
 23 DEPOSITION OFFICER: "Objection...?"
 24 MR. MCPHERSON: Compound.
 25 Can we take a break, Counsel?

Page 108

1 MR. DICKIE: Yes.
 2 MR. MCPHERSON: Thank you.
 3 THE VIDEOGRAPHER: We are now going
 4 off the record. The time is 2:19 p.m.
 5 (WHEREUPON, A RECESS WAS HELD
 6 FROM 2:19 P.M. TO 2:49 P.M.)
 7 THE VIDEOGRAPHER: This is the
 8 beginning of Media Number Three in the deposition
 9 of Stacy Ferguson in the matter of "Bryan Pringle v.
 10 William Adams, et al."
 11 We are now going back on the record.
 12 The time is 2:49 p.m.
 13 MR. MCPHERSON: Dean, before we
 14 go forward, I'm not sure if I was clear when I
 15 designated the transcript as "highly confidential."
 16 I meant to include the videotape as highly
 17 confidential as well.
 18 MR. DICKIE: Okay. Same objection,
 19 but I understand.
 20 MR. MCPHERSON: That's fine.
 21 BY MR. DICKIE:
 22 Q. All set to proceed, Ms. Ferguson?
 23 A. Yes.
 24 Q. You understand that you're still under
 25 oath?

Page 109

1 A. Yes.
 2 Q. When we broke we were talking a little
 3 bit about the way in which the band is run and The
 4 Black Eyed Peas handle certain things.
 5 As captain of the ship, does Mr. Adams
 6 make all of the decisions regarding the financial
 7 arrangements of the band?
 8 MS. CENAR: Object to the form.
 9 MR. MCPHERSON: Objection;
 10 speculation.
 11 THE DEPONENT: I have no idea.
 12 BY MR. DICKIE:
 13 Q. Well, are you brought into discussions
 14 with the record company for purposes of discussing
 15 any of the contractual terms between the record
 16 company and The Black Eyed Peas?
 17 MR. MCPHERSON: Objection; lacks
 18 foundation.
 19 MS. CENAR: Objection; form and
 20 foundation.
 21 THE DEPONENT: No.
 22 BY MR. DICKIE:
 23 Q. Who makes the decision as to what
 24 songs will be included on a Black Eyed Peas album?
 25 A. I don't know.

Page 110

1 Q. Who made the decision as to which
 2 tracks to place on "The E.N.D." album?
 3 A. I don't know.
 4 Q. Were you consulted with respect to
 5 which tracks should appear on the album?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous.
 8 MS. CENAR: Objection to form.
 9 THE DEPONENT: Not that I recall.
 10 BY MR. DICKIE:
 11 Q. Was there ever a meeting in which
 12 all four members of The Black Eyed Peas sat down
 13 and listened to all of the tracks and made a group
 14 decision as to which of the tracks should be put on
 15 the album "The E.N.D." and in which order?
 16 MR. MCPHERSON: Objection; compound.
 17 MS. CENAR: Objection; form.
 18 THE DEPONENT: Could you repeat the
 19 question, please?
 20 BY MR. DICKIE:
 21 Q. Sure.
 22 Was there ever a meeting or a time
 23 when the four members of The Black Eyed Peas sat down
 24 and identified together the songs that were to be on
 25 the album "The E.N.D."?

Page 111

1 A. Can you define "identified" in this --
 2 Q. Yeah, identified --
 3 A. -- situation.
 4 Q. -- what songs -- what tracks of those
 5 that are on the album were to actually be put on the
 6 album "The E.N.D." in a group meeting where all of
 7 you sat down and talked about it?
 8 MS. CENAR: Objection; form.
 9 THE DEPONENT: Not that I recall.
 10 BY MR. DICKIE:
 11 Q. And did you make the decision as to
 12 which track on the album "The E.N.D." was to be
 13 released first?
 14 A. No.
 15 Q. Did you make any decision with respect
 16 to which of the tracks on the album "The E.N.D."
 17 should be released as singles?
 18 A. Can you repeat that, please?
 19 Q. Sure.
 20 Did you make any determination with
 21 respect to which tracks should be made and released
 22 as singles?
 23 MR. MCPHERSON: Objection; vague and
 24 ambiguous, lacks foundation.
 25 THE DEPONENT: Could you repeat it one

Page 112

1 more time, please?
 2 BY MR. DICKIE:
 3 Q. Does the group -- is the decision as
 4 to which song on a Black Eyed Peas album should be
 5 released as a single in advance of the launch of the
 6 album a group decision?
 7 MS. CENAR: Objection to form.
 8 THE DEPONENT: You'd have to speak on
 9 each song individually.
 10 BY MR. DICKIE:
 11 Q. Well, do you recall -- did you make
 12 the decision as to whether to release "I Gotta
 13 Feeling" as a single?
 14 A. No.
 15 Q. Who did?
 16 MR. MCPHERSON: Objection;
 17 speculation.
 18 MS. CENAR: Objection; form.
 19 DEPOSITION OFFICER: I didn't hear
 20 your answer.
 21 THE DEPONENT: I have no idea.
 22 BY MR. DICKIE:
 23 Q. Was there a discussion in which you
 24 participated with other members of The Black Eyed
 25 Peas as to the release of "I Gotta Feeling" as a

Page 113

1 single?
 2 A. I don't remember.
 3 Q. When you say you don't remember, you
 4 don't remember that occurred or you don't remember
 5 one way or the other?
 6 MS. CENAR: Objection; form.
 7 THE DEPONENT: I don't remember one
 8 way or the other.
 9 BY MR. DICKIE:
 10 Q. Typically, is the decision as to which
 11 songs have to be made singles released as singles
 12 prior to a launch a decision that's made by the group
 13 or by Mr. Adams?
 14 MR. MCPHERSON: Objection.
 15 MS. CENAR: Objection.
 16 MR. MCPHERSON: Lacks foundation that
 17 it's made by anything -- by the band at all.
 18 MS. CENAR: Objection; form and
 19 foundation.
 20 MR. MCPHERSON: Vague and ambiguous as
 21 well.
 22 THE DEPONENT: Okay. Can you repeat
 23 that, please?
 24 BY MR. DICKIE:
 25 Q. Typically, is a decision as to which

Page 114

1 song on an album is to be released prior to launch a
 2 decision made by The Black Eyed Peas as a group or by
 3 someone else?
 4 MR. MCPHERSON: Objection vague and
 5 ambiguous lacks foundation.
 6 THE DEPONENT: I don't --
 7 MS. CENAR: Same objections.
 8 THE DEPONENT: -- know.
 9 BY MR. DICKIE:
 10 Q. What input did you have, if any, in
 11 determining the release of the singles off the album
 12 "The E.N.D."?
 13 MR. MCPHERSON: Objection; vague and
 14 ambiguous.
 15 MS. CENAR: Objection; form.
 16 THE DEPONENT: I don't think very
 17 much.
 18 BY MR. DICKIE:
 19 Q. Well, can you identify what little
 20 involvement you had, if any?
 21 A. Can I identify?
 22 Q. You said "I don't think very much."
 23 And I'm asking you what -- that
 24 suggests to me that it was very little, and I'm
 25 asking you can you identify what that consisted of?

Page 115

1 MR. MCPHERSON: Did you have any
 2 involvement?
 3 THE DEPONENT: Not really.
 4 BY MR. DICKIE:
 5 Q. Did you meet with anybody at
 6 Interscope Records regarding the release of any of
 7 the tracks on "The E.N.D." in advance of the launch
 8 of the album?
 9 A. Not that I can remember.
 10 Q. And what is your involvement, if any,
 11 in determining what kind of syncopation there would
 12 be for an album?
 13 MR. MCPHERSON: Objection; vague and
 14 ambiguous, lacks foundation.
 15 MS. CENAR: Objection; form,
 16 foundation.
 17 THE DEPONENT: I'm sorry. I -- my
 18 brain went elsewhere. Would you please repeat it? I
 19 apologize.
 20 BY MR. DICKIE:
 21 Q. Are you involved at all in
 22 syncopation --
 23 MR. MCPHERSON: Objection; vague and
 24 ambiguous.
 25 ///

Page 116

1 BY MR. DICKIE:
 2 Q. -- with respect to the use of The
 3 Black Eyed Peas songs by external entities like
 4 CBS or other TV channels?
 5 MS. CENAR: Objection to form --
 6 MR. MCPHERSON: Vague and ambiguous.
 7 MS. CENAR: -- foundation.
 8 THE DEPONENT: I'm sorry?
 9 Syncopation, what is that -- what does that mean in
 10 context -- this context?
 11 BY MR. DICKIE:
 12 Q. Let me just ask it this way: Do you
 13 have any involvement in negotiating the terms or
 14 conditions under which The Black Eyed Peas songs can
 15 be used by television stations, radio stations, or
 16 other groups?
 17 A. I have not in the past, to my
 18 recollection.
 19 Q. And with respect to decisions about
 20 where to tour, is that a decision made by The Black
 21 Eyed Peas as group or is that made by Mr. Adams?
 22 MR. MCPHERSON: Objection;
 23 foundation.
 24 MS. CENAR: Objection; form,
 25 foundation.

Page 117

1 THE DEPONENT: You'll have to be more
 2 specific on what time period.
 3 BY MR. DICKIE:
 4 Q. What do you mean?
 5 Did the -- did who made the decision
 6 within the group change over a period of time?
 7 MS. CENAR: Objection to form.
 8 MR. MCPHERSON: Objection;
 9 foundation.
 10 THE DEPONENT: I'm sorry?
 11 BY MR. DICKIE:
 12 Q. Well, you said I would have to be more
 13 specific on what time period.
 14 And did I understand you to mean that
 15 your answer to the question would be different
 16 depending on the time period involved?
 17 A. If you're --
 18 MR. MCPHERSON: Same objection.
 19 MS. CENAR: Same objections.
 20 THE DEPONENT: If you're referring to
 21 where the group does shows, then, yes, that would
 22 have a differentiation.
 23 BY MR. DICKIE:
 24 Q. Starting with that, how -- what is the
 25 differentiation?

Page 118

1 A. I am more particular now about
 2 where -- and more opinionated about where I would
 3 like to -- to tour because I want to be close to my
 4 husband.
 5 Q. You're more particular now than you
 6 were before; is that what you mean?
 7 A. Yes.
 8 Q. And when did that differentiation
 9 begin?
 10 A. It's -- I believe it started to be
 11 when I got married.
 12 Q. Which, for the record, was when?
 13 A. Two-thousand --
 14 Q. It's a date that's important to
 15 remember.
 16 A. I know, yeah.
 17 MS. CENAR: We promise we won't tell
 18 him.
 19 THE DEPONENT: January 10th.
 20 MR. MCPHERSON: I'm not sure if it's
 21 relevant to this lawsuit, but it might be important
 22 to her.
 23 THE DEPONENT: January 10th. I
 24 believe it was 2008.
 25 ///

Page 119

1 BY MR. DICKIE:
 2 Q. Prior to January 10th, 2008, would it
 3 be correct to say that the decisions as to where and
 4 when touring would occur were made by Mr. Adams?
 5 A. I have no idea.
 6 Q. Do you know whether Interscope has any
 7 role in the selection of the songs which are -- or
 8 which appear on The Black Eyed Peas albums?
 9 A. I'm sorry?
 10 Q. Are you aware of what role, if any,
 11 Interscope has in determining what songs appear on
 12 Black Eyed Peas albums?
 13 MS. CENAR: Objection to form.
 14 THE DEPONENT: I don't -- I don't
 15 know.
 16 MR. MCPHERSON: That's fine.
 17 BY MR. DICKIE:
 18 Q. Well, do you know or can you tell me
 19 what the relationship is between The Black Eyed Peas
 20 and Interscope Records?
 21 A. Can you repeat that, please?
 22 Q. Sure.
 23 Do you know what the nature of the
 24 relationship is between The Black Eyed Peas and
 25 Interscope Records?

Page 120

1 MR. MCPHERSON: Objection; vague and
 2 ambiguous, may call for a legal conclusion.
 3 MS. CENAR: Objection to form.
 4 THE DEPONENT: I'm not sure if the
 5 contract is expired or in effect, but The Black Eyed
 6 Peas at a certain time was signed to Interscope
 7 Records.
 8 BY MR. DICKIE:
 9 Q. Are The Black Eyed Peas still signed
 10 to Interscope Records?
 11 A. I'd have to ask my attorney.
 12 Q. Have you signed, as a member of The
 13 Black Eyed Peas, an agreement with Interscope Records
 14 at any point in time?
 15 MR. MCPHERSON: If you recall.
 16 THE DEPONENT: Yes.
 17 BY MR. DICKIE:
 18 Q. By the way, what's the status of
 19 The Black Eyed Peas as a group or band today?
 20 MR. MCPHERSON: Objection; form.
 21 BY MR. DICKIE:
 22 Q. Is the group still together?
 23 I noticed that there was some
 24 announcement that The Black Eyed Peas were either
 25 breaking up or on a hiatus.

Page 121

1 Are you aware of that?
 2 MS. CENAR: Objection; form.
 3 THE DEPONENT: The Black Eyed Peas are
 4 going to be taking a break.
 5 BY MR. DICKIE:
 6 Q. And how long is the break?
 7 MS. CENAR: Objection; form.
 8 MR. MCPHERSON: Objection;
 9 speculation, lacks foundation.
 10 THE DEPONENT: I don't know.
 11 BY MR. DICKIE:
 12 Q. Is there a time when it's been agreed
 13 that The Black Eyed Peas will no longer be on
 14 break?
 15 A. No.
 16 MS. CENAR: Objection; form,
 17 foundation.
 18 BY MR. DICKIE:
 19 Q. And what was the reason or reasons
 20 that break is taking place?
 21 Do you know?
 22 A. I am 36 years old and want to get
 23 pregnant at some point.
 24 This is confidential; right?
 25 MR. MCPHERSON: Yes.

Page 122

1 THE DEPONENT: And I would like some
 2 time without touring before that happens.
 3 BY MR. DICKIE:
 4 Q. And is that the only reason for the
 5 hiatus?
 6 MR. MCPHERSON: Objection;
 7 speculation. You mean the other people's reasons?
 8 That is speculative.
 9 MR. DICKIE: I'm asking her --
 10 MR. MCPHERSON: Is that her only
 11 reason?
 12 MR. DICKIE: -- is that her only
 13 reason.
 14 MS. CENAR: Objection to form.
 15 MR. MCPHERSON: Does she need a better
 16 one, Counsel? And is this relevant?
 17 You don't need a better one if you
 18 don't have one.
 19 BY MR. DICKIE:
 20 Q. Well, if she has another one, then I'd
 21 like to hear it.
 22 A. I've been basically touring on and off
 23 since 2003, and -- and that's a long time. I want
 24 balance and want to be able to decorate my house.
 25 Q. Does the decision have anything to do

Page 123

1 with the relationships between the members of The
 2 Black Eyed Peas?
 3 MS. CENAR: Objection; form.
 4 MR. MCPHERSON: Objection.
 5 THE DEPONENT: No.
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous. Move to strike.
 8 DEPOSITION OFFICER: Did you say "move
 9 to strike"?
 10 MR. MCPHERSON: Yes.
 11 BY MR. DICKIE:
 12 Q. Have you discussed at any time
 13 publicly the reasons for the hiatus?
 14 A. I don't recall.
 15 Q. Do you recall making any public
 16 statements regarding the relationship between
 17 yourself and Mr. Adams insofar as it pertains to the
 18 hiatus?
 19 MS. CENAR: Objection; form --
 20 MR. MCPHERSON: Objection; vague and
 21 ambiguous.
 22 MS. CENAR: -- foundation.
 23 THE DEPONENT: I don't recall.
 24 MR. MCPHERSON: Counsel, do you have
 25 copies for me? I didn't get one of the first ones,

Page 124

1 but it would be helpful.
 2 MR. DICKIE: For you, of course,
 3 anything you ask for.
 4 MR. MCPHERSON: Thank you.
 5 MR. DICKIE: Would you like a
 6 doughnut?
 7 MR. MCPHERSON: I knew you -- I knew
 8 that was coming.
 9 I don't know if that's going to work
 10 so well.
 11 MR. PINK: Also, Dean, could you make
 12 an extra copy in the future. We're one shy on
 13 this.
 14 MS. CENAR: And, Dean, I don't know
 15 necessarily -- before this is shown to the witness --
 16 that under the stipulated protective order that the
 17 witness can have access to this document. You should
 18 look at the signatures to it first.
 19 And I would object to a highly
 20 confidential document.
 21 MR. DICKIE: Good. You've made your
 22 objection.
 23 MS. CENAR: Counsel, this witness is
 24 under the stipulated protective order.
 25 MR. DICKIE: It's about

Page 125

1 confidentiality, not a protective order. The Court
 2 denied the protective order.
 3 And with regard to this document, this
 4 witness can see the document. It's subject to the
 5 highly confidential discussion that counsel had, and
 6 it's a document produced in this litigation for this
 7 case.
 8 MS. CENAR: This is not a document --
 9 this is a document marked "highly confidential" and
 10 a stipulation that you personally signed and your
 11 colleague Ms. Dunn reaffirmed to be guided by --
 12 MR. DICKIE: Ms. Cenar, if you want to
 13 take it up with the Court, be my guest.
 14 This is a document produced in this
 15 case and it involves allegations in this case and a
 16 grievance in this case.
 17 It is in this case that it is being
 18 used and it's the subject of a confidentiality
 19 arrangement with respect to this transcript.
 20 If you're suggesting that a document
 21 that's produced in this case can't be shown to a
 22 party to this case, then we'll address that with the
 23 magistrate.
 24 MS. CENAR: You better address it with
 25 the magistrate, because under the stipulation that

Page 126

1 you and Ms. Dunn reaffirmed, notwithstanding the
 2 entry of a stipulated protective order, it says that
 3 you may not show a highly confidential document to
 4 somebody who hasn't -- is not a signatory to that
 5 document.
 6 MR. DICKIE: There is no stipulated
 7 confidentiality order. There is a stipulated --
 8 (SPEAKING SIMULTANEOUSLY.)
 9 MS. CENAR: You are wrong.
 10 MR. DICKIE: Take it up --
 11 MS. CENAR: And you are --
 12 MR. DICKIE: Ms. Cenar, take it up
 13 with the judge, please.
 14 MS. CENAR: -- in violation of your
 15 obligations.
 16 MR. DICKIE: Take it up with the
 17 judge, please.
 18 MS. CENAR: Do not --
 19 MR. DICKIE: Take it up --
 20 MS. CENAR: Do not show this
 21 document --
 22 MR. DICKIE: Don't threaten me ever
 23 again.
 24 MS. CENAR: -- in violation of that
 25 stipulation.

Page 127

1 MR. DICKSTEIN: Should we take a break
 2 while we look at the stipulation?
 3 MR. PINK: Why don't we look at the
 4 stipulation?
 5 MR. DICKSTEIN: Can we take a break?
 6 MR. DICKIE: No, we're not taking a
 7 break. We're going to proceed with the document and
 8 the witness.
 9 MS. CENAR: This is done
 10 intentionally.
 11 MR. DICKIE: It is not done
 12 intentionally.
 13 MS. CENAR: Yes, it is. It's done --
 14 MR. DICKIE: This document refers to
 15 this witness.
 16 MS. CENAR: This document is not a
 17 document that was signed by this witness.
 18 MR. DICKIE: No, but it excludes
 19 this --
 20 MS. CENAR: It specifically excludes
 21 this witness.
 22 MR. DICKIE: Ms. Cenar, this is a
 23 document produced in this litigation. This witness
 24 is a defendant in the litigation.
 25 And you can't, by trying to manipulate

Page 128

1 a stipulation, deprive the plaintiff of the
 2 opportunity to examine this document and this witness
 3 in a document that refers to her.
 4 MS. CENAR: Well, you are wrong in
 5 your characterization of what's going on. And you
 6 are in direct violation of a stipulation that
 7 Ms. Dunn, your associate that is sitting at this
 8 table, reaffirmed would be abided by, notwithstanding
 9 the Court not entering that order.
 10 So you are doing this knowingly and
 11 intentionally in violation of that stipulation.
 12 MR. DICKIE: Ms. Cenar, is this
 13 document produced in this litigation?
 14 MS. CENAR: It has Bates numbers --
 15 MR. DICKIE: Was it produced by you?
 16 MS. CENAR: It was produced by one of
 17 the other defendants in this case.
 18 MR. DICKIE: Yeah. Okay.
 19 MR. PINK: We have a copy of the
 20 stipulated protective order, the stipulation
 21 regarding confidentiality documents to which we're
 22 referring here.
 23 And we can review it among counsel if
 24 you'd like and see whether, in fact, this document
 25 should not be shown to the witness, and I would

Page 129

1 suggest that we do that.
 2 MR. DICKIE: I don't think there's any
 3 document that's produced in this case that cannot be
 4 shown to a party in the lawsuit during a
 5 deposition.
 6 MS. CENAR: That's not true and you
 7 stipulated not to do this.
 8 MR. PINK: Section 7.3 of the
 9 stipulation between the parties seems to address this
 10 issue. It's entitled "Disclosure of Highly
 11 Confidential Information."
 12 MR. DICKSTEIN: And it excludes
 13 receipt of the document by the receiving -- by
 14 parties, I believe.
 15 MR. PINK: Again, I would suggest that
 16 we take a short break and let counsel review and
 17 resolve this issue -- review the document and resolve
 18 this issue off the record.
 19 MR. DICKIE: We're happy to do that,
 20 John.
 21 MR. PINK: You are willing to do it?
 22 MS. CENAR: All right. Let's do it.
 23 MR. PINK: Let's see. The -- is here.
 24 We can all -- we can all --
 25 MR. DICKIE: We have it. We'll

Page 130

1 discuss it amongst ourselves.
 2 THE VIDEOGRAPHER: We are now going
 3 off the record at 3:11 p.m.
 4 (WHEREUPON, A RECESS WAS HELD
 5 FROM 3:11 P.M. TO 3:41 P.M.)
 6 THE VIDEOGRAPHER: We are now going
 7 back on the record. The time is 3:41 p.m.
 8 MR. MCPHERSON: First of all,
 9 Mr. Dickie, I think my client may have nervously
 10 misspoke when she said her wedding date was
 11 January 10, 2008. And I believe it's 2009, but she
 12 can certainly confirm that.
 13 THE DEPONENT: Yes.
 14 MR. DICKIE: That's a change that can
 15 be made easily.
 16 THE DEPONENT: Thank you.
 17 MR. DICKIE: You're welcome.
 18 We went off the record a bit ago at
 19 Mr. Pink's suggestion wherein he suggested that we
 20 take a short break to review the issue that was part
 21 of the colloquy.
 22 We have done so and I have the
 23 following statement to make with respect to that.
 24 First, let me assure you,
 25 Mr. McPherson, that with respect to Exhibit 21 which

Page 131

1 contains production numbers BEP -649 through -655,
 2 that is -- the document is and will be treated as a
 3 confidential document.
 4 The issue that was being discussed is
 5 whether this document falls within the ambit and the
 6 parameters of the "highly confidential" portion of a
 7 stipulation regarding the maintenance of
 8 confidentiality for purposes of this litigation.
 9 This document, Exhibit 21, clearly is
 10 not a highly confidential document. And we believe
 11 that the constant stamping of "highly confidential"
 12 on not highly confidential documents is simply a
 13 litigation tactic which should not be condoned.
 14 This document, according to the letter
 15 from Ms. Cengar on July 1, 2011, was part of a rolling
 16 production that was made on behalf of, and I quote:
 17 "Defendants William Adams,
 18 Stacy Ferguson, Allan Pineda, and
 19 Jaime Gomez, all individually and
 20 collectively as the music group
 21 The Black Eyed Peas."
 22 Therefore, this document, Exhibit 21,
 23 is a document which was produced in this case on
 24 behalf of the very witness I'm intending to ask
 25 questions about it.

Page 132

1 So, consequently, it falls outside the
 2 ambit of highly confidential; and that further is
 3 buttressed by the actual discussion and definition in
 4 the stipulation of highly confidential.
 5 Paragraph 2.4 says, and I quote:
 6 "Highly confidential information
 7 or items: Confidential information
 8 or items, the disclosure of which to
 9 a party or nonparty would create a
 10 substantial risk of injury and/or
 11 competitive advantage or injury that
 12 could not be avoided by less restrictive
 13 means and which is therefore entitled
 14 to a higher level of production -- of
 15 protection."
 16 Excuse me.
 17 It is inconceivable how a document
 18 produced by the very party in this case through her
 19 lawyer could now have the possibility of saying the
 20 examination through questioning of a document she
 21 produced by her lawyers could constitute a
 22 substantial risk of injury or competitive advantage.
 23 Consequently, we believe the highly
 24 confidential provision of the agreement is simply
 25 inapplicable and that highly confidential is used for

Page 133

1 an inappropriate purpose.
 2 However, rather than belabor the
 3 point, we will simply treat this as a meet and confer
 4 and we will raise by way of motion with the
 5 magistrate this document and the ability to question
 6 Ms. Ferguson at another time, in another place, based
 7 upon a ruling which we will seek which reflects the
 8 very arguments that I've advanced here.
 9 It is inconceivable and unconscionable
 10 that you could suggest that a party cannot be
 11 examined on the very documents that were produced by
 12 the lawyer for the party in connection with document
 13 requests made on behalf of that party.
 14 But rather than waste time and money
 15 at this point with this witness, we will simply move
 16 on to a different exhibit unless you parties who have
 17 raised the objection would reconsider it so that we
 18 don't have to bring her back.
 19 But our intention would be to simply
 20 pursue this matter with the magistrate and seek
 21 appropriate sanctions and monetary relief, because it
 22 is based upon Ms. Cengar's own letter. This document
 23 was produced on behalf of this witness.
 24 MS. CENAR: Well --
 25 MR. DICKIE: That's my statement for

Page 134

1 the record. And I'm -- if you want time to think
 2 about it or respond, that's fine. But that's our
 3 position.
 4 MS. CENAR: Thank you for honoring the
 5 stipulation and the designation on the document and
 6 not violating our stipulation.
 7 We disagree with your position that
 8 it's not a highly confidential document. We disagree
 9 with your misreading of a letter that I don't have in
 10 front of me on -- that this document, which is not a
 11 Stacy Ferguson document, was produced on behalf of
 12 Stacy Ferguson.
 13 But you can take that position if
 14 you would like. The agreement has no signature of
 15 Ms. Ferguson, and it states on its face that it
 16 specifically excludes her.
 17 So you can twist whatever you want for
 18 whatever argument that you would like to make.
 19 But thank you for honoring the highly
 20 confidential designation, and we will be happy to
 21 meet and confer with you on this point under Rule
 22 37-1.
 23 And I will note for the record that
 24 we are continuing to wait for the stipulated
 25 protective order to be returned to us from you.

Page 135

1 MR. DICKIE: Well, since you've tried
 2 to obfuscate the response, let me be very clear what
 3 you wrote on July 1st. Quote:
 4 "This supplemental production
 5 is on behalf of the defendants
 6 William Adams, Stacy Ferguson,
 7 Allan Pineda and Jaime Gomez, all
 8 individually and collectively as
 9 the music group The Black Eyed Peas;
 10 Will.i.am Music, LLC; Tab Magnetic;
 11 Publishing; Headphone Junkie
 12 Publishing, LLC; and Jeepney Music,
 13 Inc." End of the quotation.
 14 I put it to you, Mr. McPherson, since
 15 this was produced on behalf of your client, do you
 16 wish to proceed with it or do you wish to have us
 17 raise the issue with the magistrate and seek to bring
 18 Ms. Ferguson back with respect to it?
 19 I leave that question to you.
 20 MR. MCPHERSON: Well, I don't think
 21 it's up to me. Certainly, I didn't produce this
 22 document. I don't know on whose behalf it was
 23 produced.
 24 Ms. Ferguson is not refusing to do
 25 anything here and not doing anything untoward or

Page 136

1 improper.
 2 MR. DICKIE: I couldn't agree more.
 3 MR. MCPHERSON: If it was designated
 4 "highly confidential," my understanding is that it's
 5 to be treated that way.
 6 But let me clarify, though, that in
 7 your designating it on your own or agreeing that
 8 it's confidential, that means that nobody other
 9 than parties in this lawsuit and people involved in
 10 this lawsuit will see it.
 11 Is that correct?
 12 MR. DICKIE: That's absolutely
 13 correct.
 14 MR. MCPHERSON: All right. And so the
 15 only difference that you have is that whether other
 16 people in this lawsuit -- other defendants other than
 17 the three gentlemen Peas, as I've heard them referred
 18 to, can see this.
 19 Is that correct?
 20 MR. DICKIE: Yeah. I don't see how
 21 you can produce it on behalf of this witness as a
 22 member of The Black Eyed Peas and then deny a member
 23 of The Black Eyed Peas from viewing a document
 24 produced on behalf of that music group.
 25 That position seems not only

Page 137

1 intellectually dishonest, but totally disingenuous.
 2 MR. MCPHERSON: I understand your -- I
 3 understand your position on that.
 4 I just want to make it clear that
 5 Ms. Ferguson is not refusing to do anything.
 6 MR. DICKIE: Yes. And our entire
 7 dispute here is not with your client.
 8 MR. MCPHERSON: All right. Thank you.
 9 BY MR. DICKIE:
 10 Q. Ms. Ferguson, do you recall a point in
 11 time when the other three members of The Black Eyed
 12 Peas entered into any kind of an agreement with
 13 Cherry Lane Music Publishing Company?
 14 A. Could you repeat the question?
 15 Q. Do you know -- or have you heard about
 16 Cherry Lane Music Publishing Company?
 17 A. Yes.
 18 Q. And in what context have you heard
 19 about Cherry Lane Music Publishing?
 20 A. I believe -- and this is not
 21 necessarily stated as fact -- but I believe I was
 22 signed to them for publishing at some point in
 23 time.
 24 Q. Do you recall when?
 25 A. Possibly -- but like I said, not for

Page 138

1 sure -- around -- around the album's of "Elephunk"
 2 and "Monkey Business." This I believe --
 3 Q. Now, when you perform --
 4 A. -- at the time.
 5 Q. I'm sorry.
 6 A. This is what I believe at this time.
 7 This is my recollection right now.
 8 Q. When you performed, you know, in that
 9 studio and you did "Shut Up," you were brought in to
 10 do that recording, invited in to sing on that song,
 11 were you signed by a record label at that time?
 12 A. I can't recall right at this time.
 13 Q. Do you recall having any discussions
 14 at the time you were brought in to do the song for
 15 "Shut Up" how you would be paid for your work?
 16 A. No.
 17 Q. As you sit here today, do you know how
 18 you were paid for your work?
 19 MR. MCPHERSON: Objection;
 20 foundation.
 21 THE DEPONENT: No.
 22 BY MR. DICKIE:
 23 Q. Were you, in fact, paid or did you do
 24 that gratuitous?
 25 MS. CENAR: Objection to the form.

Page 139

1 MR. MCPHERSON: Objection; compound.
 2 THE DEPONENT: My lawyer would know
 3 that.
 4 BY MR. DICKIE:
 5 Q. And the lawyer that would know that,
 6 is that Mark Greenberg?
 7 A. Matt -- Matt Greenberg.
 8 Q. Now, when did you first become aware
 9 of an entity called Will.i.am Music Group?
 10 MR. MCPHERSON: Objection;
 11 foundation.
 12 THE DEPONENT: When was I aware of it?
 13 BY MR. DICKIE:
 14 Q. Yes.
 15 MR. MCPHERSON: If ever.
 16 BY MR. DICKIE:
 17 Q. Well, you are aware of it because they
 18 did an album for you; isn't that right?
 19 MS. CENAR: Objection to form.
 20 THE DEPONENT: I am aware of it. I
 21 believe that I signed to Will.i.am -- well, at the
 22 time I believed it to be called I Am Music as an
 23 imprint to Interscope Records.
 24 BY MR. DICKIE:
 25 Q. What do you mean as an imprint to

Page 140

1 Interscope Records?
 2 A. That's what I understood it to be
 3 called.
 4 Q. And you understood that from whom?
 5 A. I don't remember.
 6 Q. And what was the purpose of your
 7 signing with I Am Music?
 8 MR. MCPHERSON: Objection; vague and
 9 ambiguous.
 10 MS. CENAR: Form.
 11 THE DEPONENT: I don't know.
 12 BY MR. DICKIE:
 13 Q. What was it that I Am Music was to do
 14 for or with you?
 15 MR. MCPHERSON: Objection; foundation,
 16 vague and ambiguous.
 17 THE DEPONENT: I was to be signed with
 18 I Am Music as an imprint to Interscope Records to
 19 release my solo album.
 20 BY MR. DICKIE:
 21 Q. Was that "The Dutchess" album?
 22 A. Yes.
 23 Q. And you first started to talk about
 24 that when?
 25 MR. MCPHERSON: About what when?

Page 141

1 BY MR. DICKIE:
 2 Q. About the signing and -- for purposes
 3 of doing a solo album?
 4 MR. MCPHERSON: About signing with I
 5 Am Music.
 6 MR. DICKIE: Yes.
 7 I'm sorry I wasn't clear.
 8 THE DEPONENT: When did I start to
 9 talk about it?
 10 BY MR. DICKIE:
 11 Q. Yes.
 12 A. I don't recall exactly.
 13 Q. And what is the nature of your
 14 contractual relationship with the Will.i.am Music
 15 Group?
 16 MR. MCPHERSON: Objection; vague and
 17 ambiguous.
 18 MS. CENAR: Form.
 19 MR. MCPHERSON: I don't really
 20 understand that question, Counsel.
 21 BY MR. DICKIE:
 22 Q. Well, you have a contract you said you
 23 signed. You signed a contract. That's what you
 24 meant; isn't that correct?
 25 A. I believe so, but my lawyer could

Page 142

1 provide you with that information.
 2 Q. And do you know what year you signed
 3 that contract?
 4 A. No.
 5 Q. Are you aware of whether any other
 6 members of The Black Eyed Peas have a similar
 7 arrangement with Will.i.am Music as the one you do?
 8 MR. MCPHERSON: Objection; vague and
 9 ambiguous.
 10 MS. CENAR: Form.
 11 THE DEPONENT: I don't know.
 12 BY MR. DICKIE:
 13 Q. Do you know whether any of the other
 14 Black Eyed Peas band members have a similar kind of
 15 relationship with any other company like Will.i.am
 16 Music?
 17 MR. MCPHERSON: Same objections.
 18 THE DEPONENT: Could you repeat that,
 19 please?
 20 BY MR. DICKIE:
 21 Q. Sure.
 22 Have any of the other members of
 23 The Black Eyed Peas -- Mr. Gomez or Mr. Pineda --
 24 released a solo album through any publishing?
 25 MR. MCPHERSON: Objection; lacks

Page 143

1 foundation.
 2 THE DEPONENT: I don't know.
 3 BY MR. DICKIE:
 4 Q. It's not something the band members
 5 talk about with one another?
 6 MR. MCPHERSON: Objection;
 7 speculation.
 8 If you know.
 9 THE DEPONENT: I'm just not clear. I
 10 just don't know.
 11 BY MR. DICKIE:
 12 Q. And when The Black Eyed Peas tour, do
 13 live performances, do you each receive the same
 14 amount of money for those touring performances?
 15 A. I don't know.
 16 Q. Do you know how it is determined what
 17 each member of the band receives from live
 18 performances?
 19 A. I don't know.
 20 Q. Who makes that decision?
 21 A. I don't know.
 22 Q. Have you ever asked anyone about
 23 whether or not the return to each member of The Black
 24 Eyed Peas, that group of four, is the same?
 25 A. Michael Markarian, my accountant,

Page 144

1 would be the one to talk about that.
 2 Q. That --
 3 MR. MCPHERSON: He just asked you --
 4 BY MR. DICKIE:
 5 Q. That wasn't my question.
 6 MR. MCPHERSON: He just asked you if
 7 you have ever asked.
 8 THE DEPONENT: Oh. I'm sorry.
 9 MR. MCPHERSON: More like you would
 10 know.
 11 THE DEPONENT: No.
 12 BY MR. DICKIE:
 13 Q. So it would be correct to say, then,
 14 that there isn't general discussion among The Black
 15 Eyed Peas about what each of you will receive from a
 16 live performance?
 17 A. Could you repeat that again, please?
 18 Q. Sure.
 19 Am I correct that The Black Eyed Peas
 20 do not discuss among themselves how much each
 21 individual will receive from a live performance?
 22 A. Not that I can recall.
 23 Q. So if I remember correctly, The Black
 24 Eyed Peas performed at the Superbowl; correct?
 25 A. Yes.

Page 145

1 Q. Did each member of The Black Eyed Peas
 2 get paid the same amount for that performance?
 3 MS. CENAR: Objection; form,
 4 foundation.
 5 MR. MCPHERSON: Are you done with your
 6 question?
 7 MR. DICKIE: Yes.
 8 MR. MCPHERSON: Foundation.
 9 THE DEPONENT: I don't know.
 10 BY MR. DICKIE:
 11 Q. Is that not something that you ever
 12 wanted to ask anybody about?
 13 MS. CENAR: Objection; form.
 14 MR. MCPHERSON: Objection; vague and
 15 ambiguous, irrelevant.
 16 THE DEPONENT: Is that not -- wait.
 17 Okay. Wait, wait.
 18 BY MR. DICKIE:
 19 Q. Did you not want to know what each
 20 person received from a live performance?
 21 MR. MCPHERSON: Same objections.
 22 THE DEPONENT: I didn't think people
 23 got paid to perform at the Superbowl. It's an
 24 honor.
 25 ///

Page 146

1 BY MR. DICKIE:
 2 Q. So The Black Eyed Peas did not receive
 3 any remuneration for performing?
 4 A. I have no --
 5 MS. CENAR: Objection; form.
 6 THE DEPONENT: I don't know. And I
 7 don't know what that word means.
 8 MR. MCPHERSON: Money.
 9 BY MR. DICKIE:
 10 Q. Did The Black Eyed Peas not get paid
 11 for appearing at the Superbowl? You did it for
 12 free?
 13 A. I don't know.
 14 Q. And who was it that -- from The Black
 15 Eyed Peas that was involved in negotiating or setting
 16 up the appearances at the Superbowl --
 17 MR. MCPHERSON: Objection;
 18 speculation.
 19 BY MR. DICKIE:
 20 Q. -- from The Black Eyed Peas side?
 21 MR. MCPHERSON: Speculation.
 22 MS. CENAR: Form, foundation.
 23 THE DEPONENT: Whew. Okay. Can you
 24 please repeat that?
 25 ///

Page 147

1 BY MR. DICKIE:
 2 Q. I can.
 3 Who was it from The Black Eyed Peas
 4 that was involved in negotiating or setting up
 5 appearances at the Superbowl this year for the Black
 6 Eyed Peas?
 7 MR. MCPHERSON: Objection;
 8 speculation, foundation.
 9 THE DEPONENT: I don't know.
 10 BY MR. DICKIE:
 11 Q. Just one day somebody told you that
 12 you were going to perform -- The Black Eyed Peas were
 13 going to perform at the Superbowl? That was how you
 14 learned about it?
 15 A. Say that again, please.
 16 Q. How did you learn that The Black Eyed
 17 Peas were to perform in the 2011 Superbowl?
 18 A. I -- I can't recall exactly.
 19 Q. Do you have a general recollection of
 20 how that fact came to your understanding?
 21 A. What I -- yes.
 22 Q. And what is it? What is that reason?
 23 What do you recall?
 24 A. I recall -- I recall DAS has a
 25 representative, William Derella, who is my manager.

Page 148

1 I remember him mentioning it would be
 2 a possibility.
 3 Q. And you said a name -- William
 4 something?
 5 A. Derella.
 6 Q. Could you spell that for the reporter?
 7 A. D-e-r-e-l-l-a.
 8 Q. And is Mr. Derella still involved in
 9 your business affairs at DAS Communications?
 10 MR. MCPHERSON: Objection; vague and
 11 ambiguous.
 12 THE DEPONENT: In -- could you please
 13 be more specific?
 14 BY MR. DICKIE:
 15 Q. Well, does Mr. Derella do anything in
 16 connection with any business -- singing business of
 17 yours, anything for you today?
 18 MR. MCPHERSON: Objection; vague and
 19 ambiguous.
 20 Do you want to know if he's still her
 21 manager?
 22 MR. DICKIE: Well, if he still is or
 23 doing anything, sure.
 24 BY MR. DICKIE:
 25 Q. Is he still?

Page 149

1 A. Currently he is acting -- he is -- he
 2 is -- sorry.
 3 He is in my management team that I'm
 4 signed with, which is DAS Communications.
 5 Q. Well, is there a person that you deal
 6 with at DAS more frequently or more regularly than
 7 Mr. Derella?
 8 A. No.
 9 Q. So he would be your principal contact
 10 at DAS?
 11 A. Him and David Sonenberg.
 12 Q. And the last name is spelled how?
 13 A. Sonenberg, S-o-n-e-n-b-e-r-g.
 14 Q. Do you communicate with folks at DAS
 15 by e-mail?
 16 A. Not mostly.
 17 Q. Do you send text to people at DAS back
 18 and forth?
 19 A. Not really.
 20 Q. What is the principal way in which you
 21 communicate with the management team at DAS
 22 Communications?
 23 A. My day-to-day manager is
 24 Veronica Rodriguez.
 25 Q. And what does -- what is Ms. Rodriguez

Page 150

1 doing for you? What does she do?
 2 A. Veronica is my employee who speaks to
 3 William Derella on a regular basis.
 4 Q. Does she e-mail Mr. Derella?
 5 MR. MCPHERSON: Objection
 6 speculation.
 7 THE DEPONENT: I don't know.
 8 BY MR. DICKIE:
 9 Q. And where is Ms. Rodriguez located?
 10 A. She is, I believe, in Sherman Oaks.
 11 Q. Do she have -- do you have an office
 12 in which she operates and handles the work you
 13 described as what she does for you?
 14 A. No.
 15 Q. Where does she office or perform the
 16 services that you've described that she does with DAS
 17 Communications?
 18 MR. MCPHERSON: Objection; compound
 19 and lacks foundation.
 20 THE DEPONENT: I don't know.
 21 BY MR. DICKIE:
 22 Q. Well, does she come to your house?
 23 MR. MCPHERSON: And mischaracterizes
 24 her testimony.
 25 ///

Page 151

1 BY MR. DICKIE:
 2 Q. Does she operate independently from
 3 you in some location at which you are not present?
 4 MR. MCPHERSON: Objection; vague and
 5 ambiguous.
 6 THE DEPONENT: Could you please repeat
 7 that?
 8 BY MR. DICKIE:
 9 Q. Well, when you want to communicate
 10 with Ms. Rodriguez, do you send e-mails?
 11 A. Sometimes.
 12 Q. And do you ever send text messages?
 13 A. Yes.
 14 Q. Do you ever send and receive faxes
 15 from her?
 16 A. No.
 17 Q. And if you want to talk to her
 18 face-to-face, does she -- do you go someplace or is
 19 she found at an office that you have?
 20 MR. MCPHERSON: Objection; asked and
 21 answered, compound.
 22 MS. CENAR: Objection to form.
 23 THE DEPONENT: She usually comes to my
 24 hotel room during Glam.
 25 ///

Page 152

1 BY MR. DICKIE:
 2 Q. Well, how about -- you only
 3 communicate with her when you're in a hotel or do you
 4 communicate with her almost daily from wherever you
 5 are?
 6 A. Almost daily wherever.
 7 Q. And on those times -- is she always
 8 with you if you're on tour or in a hotel?
 9 MR. MCPHERSON: Objection; compound.
 10 BY MR. DICKIE:
 11 Q. In other words, does she travel with
 12 you?
 13 A. Yes.
 14 Q. Do you have anyone other than
 15 Veronica Rodriguez that performs similar functions?
 16 MR. MCPHERSON: Objection; vague and
 17 ambiguous.
 18 THE DEPONENT: I don't think so.
 19 BY MR. DICKIE:
 20 Q. And Ms. Rodriguez, does she live
 21 generally in the Los Angeles area?
 22 MR. MCPHERSON: Objection; asked and
 23 answered.
 24 THE DEPONENT: I believe so.
 25 ///

Page 153

1 BY MR. DICKIE:
 2 Q. And do you have a written contract
 3 with her which sets forth her duties and
 4 responsibilities?
 5 A. I don't know.
 6 Q. How long has she worked for you?
 7 A. Approximately three years.
 8 Q. Was she working with you when you ere
 9 working on the tracks for the album "The E.N.D."?
 10 A. I don't recall. I think so.
 11 Q. Are you aware of any document or
 12 anything that would refresh your recollection as to
 13 whether she was or she wasn't?
 14 A. My lawyer would have that
 15 information.
 16 Q. And that's the same lawyer,
 17 Mark Greenberg?
 18 MR. MCPHERSON: Matt Greenberg.
 19 THE DEPONENT: Yep.
 20 BY MR. DICKIE:
 21 Q. Matt Greenberg?
 22 A. Yeah.
 23 Q. By the way, in connection with this
 24 lawsuit, have you asked Mr. Greenberg to review any
 25 of the files to see whether there were any documents

Page 154

1 that were responsive in his files to the document
 2 requests which were filed in this case?
 3 MR. MCPHERSON: Objection;
 4 foundation.
 5 Oh. Wait a minute. That's privileged
 6 as well. Instruct her not to answer.
 7 MR. DICKIE: Really?
 8 MR. MCPHERSON: Yeah.
 9 BY MR. DICKIE:
 10 Q. Did you review the document requests
 11 which were submitted on behalf of Mr. Pringle in this
 12 lawsuit?
 13 A. Did I review --
 14 Q. A document request or document
 15 requests filed in this case by the plaintiff asking
 16 the parties to produce documents.
 17 A. I don't know.
 18 MR. MCPHERSON: And by the way, let
 19 me -- let me go back.
 20 I just want to make sure that we have
 21 a stipulation that if I allow her to answer the
 22 previous question --
 23 MR. DICKIE: It's not a waiver.
 24 MR. MCPHERSON: -- that it won't be a
 25 waiver.

Page 155

1 All right.
 2 Did you ever ask Matt Greenberg to
 3 look through files?
 4 THE DEPONENT: No.
 5 MR. MCPHERSON: Thank you.
 6 MR. DICKIE: Thank you, Counsel.
 7 BY MR. DICKIE:
 8 Q. Let's turn your attention, if we
 9 may --
 10 A. Okay.
 11 Q. Are you all right?
 12 A. Yes.
 13 Q. Let's turn your attention to the
 14 writing of the tracks and the creation of the tracks
 15 on the album "The E.N.D."; okay?
 16 A. Okay.
 17 Q. As a point in time can you tell me
 18 when it was that you were first involved in that
 19 project?
 20 A. Can I tell you a time? Not precisely,
 21 but approximately.
 22 Q. Sure.
 23 A. It would have been right around either
 24 in 2008 or 2009.
 25 Q. And tell me how you came to learn

Page 156

1 about the project.
 2 MR. MCPHERSON: Objection; vague and
 3 ambiguous.
 4 THE DEPONENT: I don't remember.
 5 BY MR. DICKIE:
 6 Q. Did Mr. Adams tell you that there was
 7 going to be a new album project at some point in 2008
 8 or 2009?
 9 A. Not that I remember.
 10 Q. Did your lawyer tell you that you were
 11 going to be making a new album in 2008 for 2009?
 12 MR. MCPHERSON: No. Let's not go down
 13 that road, Counsel.
 14 MS. CENAR: Objection to the form.
 15 THE DEPONENT: Not that I remember.
 16 MR. MCPHERSON: No, no. Hold on.
 17 BY MR. DICKIE:
 18 Q. Did somebody somehow communicate to
 19 you that in 2008 or 2009 that there was going to be a
 20 new album?
 21 You can answer, Ms. Ferguson.
 22 A. Okay.
 23 I can answer?
 24 MR. MCPHERSON: Yes. Sorry.
 25 THE DEPONENT: Okay. I don't

Page 157

1 understand because in saying that, you're saying that
 2 somebody told me there's going to be an album.
 3 BY MR. DICKIE:
 4 Q. Well, let me ask you --
 5 A. Okay.
 6 Q. -- at some point in time did you learn
 7 that there was going to be a new project involving
 8 recorded music in late 2008 or 2009?
 9 A. Organically I got the feeling.
 10 MR. MCPHERSON: No pun intended.
 11 THE DEPONENT: No pun was intended.
 12 Organically I got the feeling.
 13 BY MR. DICKIE:
 14 Q. How did you get? Did the weather -- I
 15 mean, you were out among things?
 16 MR. MCPHERSON: Counsel.
 17 MR. DICKIE: I'm sorry.
 18 THE DEPONENT: I -- I don't recall
 19 exactly.
 20 BY MR. DICKIE:
 21 Q. At some point you become aware there
 22 was a new project for The Black Eyed Peas?
 23 A. Yes.
 24 Q. Because hadn't The Black Eyed Peas
 25 been on some sort of hiatus for a while after 2005?

Page 158

1 A. Yes.
 2 Q. So at some point you learned that it
 3 was -- you were no longer, as a member of Black Eyed
 4 Peas, going to be on a hiatus; right?
 5 MR. MCPHERSON: Objection; vague and
 6 ambiguous.
 7 THE DEPONENT: And by the way, when
 8 you said 2005, I'm not sure if it was 2005 or 2006.
 9 I'm just clarifying that because I
 10 wasn't finished.
 11 I apologize.
 12 BY MR. DICKIE:
 13 Q. That's okay.
 14 A. Thank you. Okay.
 15 Q. Just tell me how the project that
 16 resulted in an album that was released and called
 17 "The E.N.D." began?
 18 A. I don't know specifically.
 19 Q. What was the first thing that you did
 20 in connection with that project?
 21 A. I don't remember.
 22 Q. As you sit here, can you tell us what
 23 was the first song that was worked on by you?
 24 A. I don't remember.
 25 Q. When was it that you first went into

Page 159

1 the studio to record any of the tracks which appear
 2 on the album "The E.N.D."
 3 A. I don't know.
 4 Q. Do you know where it was that the
 5 first tracks on which you participated were
 6 recorded?
 7 A. I don't remember.
 8 Q. Prior to the time you went to the
 9 first recording session, did somebody give you any
 10 kind of lyric sheet or musical sheet that set forth a
 11 melody and the words that were to be sung?
 12 MR. MCPHERSON: Objection; compound,
 13 vague and ambiguous.
 14 MS. CENAR: Objection to form.
 15 THE DEPONENT: You're speaking of --
 16 for "The E.N.D." album?
 17 BY MR. DICKIE:
 18 Q. Absolutely. Yes.
 19 MR. MCPHERSON: And it's for any song
 20 on the album; correct?
 21 MR. DICKIE: For any song.
 22 MR. MCPHERSON: Okay.
 23 THE DEPONENT: I don't remember.
 24 BY MR. DICKIE:
 25 Q. Did you have -- did you have a -- any

Page 160

1 kind of a song sheet that contained the lyrics on all
 2 of the songs on the track at the time you went in to
 3 record?
 4 A. No.
 5 Q. Typically from where do you get the
 6 lyrics that you sing on all those Black Eyed Peas
 7 songs?
 8 MS. CENAR: Objection to the form.
 9 THE DEPONENT: Every song is
 10 different.
 11 BY MR. DICKIE:
 12 Q. But every song is different because
 13 they have different words. Is the process by which
 14 you receive the lyrics different on every song?
 15 MR. MCPHERSON: Objection;
 16 foundation.
 17 THE DEPONENT: I never said I received
 18 lyrics.
 19 BY MR. DICKIE:
 20 Q. Well, how do you learn the words of
 21 the songs that you sing?
 22 MR. MCPHERSON: Are you talking about
 23 other than the ones she writes?
 24 MR. DICKIE: I assume she can answer
 25 that question. If she writes them, she learns them

Page 161

1 because she wrote them.
 2 MS. CENAR: I'm going to object to
 3 form.
 4 THE DEPONENT: Could you please --
 5 could you please repeat the question?
 6 BY MR. DICKIE:
 7 Q. When you go into a recording studio --
 8 A. Yes?
 9 Q. -- strike that.
 10 When you went into the recording
 11 studio for the very first time to make any of the
 12 tracks on the album "The E.N.D.," were you aware of
 13 what the lyrics on any of those songs were to be?
 14 MS. CENAR: Objection; form.
 15 THE DEPONENT: I don't remember.
 16 BY MR. DICKIE:
 17 Q. Do you know whether you had any lyrics
 18 before you entered the recording studio the first
 19 time?
 20 A. I don't recall.
 21 Q. And where -- where did the -- when did
 22 you first get the lyrics for the song "I Gotta
 23 Feeling"?
 24 A. What do mean by "get the lyrics"?
 25 Q. Well, did somebody hand the lyrics to

Page 162

1 you and ask you to sing those lyrics, for example?
 2 A. Will.i.am wrote down the lyrics for "I
 3 Gotta Feeling" on a piece of paper and handed it to
 4 me.
 5 Q. Were you in the recording studio when
 6 he wrote that down?
 7 A. I don't know.
 8 Q. And when you --
 9 A. I -- I believe so.
 10 Q. And was that the first time you had
 11 seen the lyrics to "I Gotta Feeling"?
 12 A. Yes.
 13 Q. And the paper that Mr. Adams handed to
 14 you with the lyrics on it, did you save that or what
 15 happened or was it destroyed?
 16 MR. MCPHERSON: Objection; compound,
 17 calls for speculation.
 18 MR. DICKIE: I agree.
 19 THE DEPONENT: No, I did not.
 20 BY MR. DICKIE:
 21 Q. Did you save it?
 22 A. I did not save it.
 23 Q. And at the time Mr. Adams handed you
 24 the lyrics to "I Gotta Feeling," had you received the
 25 lyrics to any other songs on the album "The E.N.D."

Page 163

1 previously?
 2 A. I believe --
 3 MR. MCPHERSON: Objection; vague and
 4 ambiguous.
 5 Sorry.
 6 THE DEPONENT: I believe so.
 7 BY MR. DICKIE:
 8 Q. So you would agree with me that "I
 9 Gotta Feeling" wasn't the first song that was
 10 involved in "The E.N.D." project?
 11 There were others that preceded --
 12 other tunes or other songs that preceded "I Gotta
 13 Feeling"?
 14 MR. MCPHERSON: Objection; vague and
 15 ambiguous.
 16 MS. CENAR: Objection; form.
 17 THE DEPONENT: What is the question?
 18 BY MR. DICKIE:
 19 Q. Had you received other lyrics written
 20 by Mr. Adams on -- for other songs on the album "The
 21 E.N.D." before he handed you the lyrics for "I Gotta
 22 Feeling" in the studio as you've told me?
 23 A. I don't know.
 24 Q. Was it -- had you finished your
 25 answer?

Page 164

1 A. Yes.
 2 Q. In the course of the time that you
 3 have been with The Black Eyed Peas, on songs other
 4 than those which you may have written, was it
 5 typical --
 6 DEPOSITION OFFICER: I'm sorry, Dean.
 7 I lost you.
 8 BY MR. DICKIE:
 9 Q. In the time you've been with The Black
 10 Eyed Peas in connection with songs which you did not
 11 write, was it typical for you to receive the lyrics
 12 from Mr. Adams in the studio on some sort of
 13 handwritten form or paper?
 14 A. Yes.
 15 Q. Now, did you participate in the
 16 recording of any tracks on the album "The E.N.D." in
 17 any studio outside -- recording studio outside the
 18 United States?
 19 A. Did I -- did I participate on any
 20 recordings?
 21 I participated on recordings for the
 22 album "The E.N.D." in London at Metropolis Studio.
 23 Q. Was that where all of the -- was all
 24 of the recording that you participated in in the
 25 album "The E.N.D." done in London, insofar as you

Page 165

1 were concerned?
 2 MS. CENAR: Objection to the form.
 3 MR. MCPHERSON: Was all of the
 4 recording?
 5 MR. DICKIE: In which she was
 6 involved, yes.
 7 THE DEPONENT: For the album "The
 8 E.N.D."?
 9 BY MR. DICKIE:
 10 Q. Yes.
 11 A. I don't think so.
 12 Q. Were some tracks -- were you involved
 13 in the recording of some tracks in the United States?
 14 A. For "The E.N.D." album?
 15 Q. Yes, this is all for "The E.N.D."
 16 album.
 17 A. I believe so.
 18 Q. And did you ever go to France to
 19 participate in any recording of any of the tracks for
 20 the album "The E.N.D."?
 21 A. Not that I remember.
 22 Q. Did you ever meet Frederic
 23 Riesterer?
 24 A. No.
 25 Q. Did you meet David Guetta in

Page 166

1 connection with "The E.N.D." album?
 2 MR. MCPHERSON: Objection; vague and
 3 ambiguous.
 4 MS. CENAR: Objection to form.
 5 MR. DICKSTEIN: Same objection.
 6 THE DEPONENT: I met David Guetta.
 7 BY MR. DICKIE:
 8 Q. When was the first time you met
 9 David Guetta?
 10 A. I met David Guetta at -- I believe
 11 this was the first time -- at the Winter Music
 12 Conference. I think that was in Miami.
 13 Not exact -- not exactly sure, but I'm
 14 sure you can check that.
 15 I was wearing green headphones made of
 16 hair.
 17 But, yeah.
 18 BY MR. DICKIE:
 19 Q. And what year was that?
 20 A. It was near the release of "The
 21 E.N.D." album which was --
 22 Can I ask for a fact?
 23 MR. MCPHERSON: 2009.
 24 MR. DICKIE: 2009.
 25 THE DEPONENT: -- which was in 2009.

Page 167

1 BY MR. DICKIE:
 2 Q. The release of the album, the launch
 3 of it?
 4 A. Yes.
 5 Q. Singles were released --
 6 A. The year I got married.
 7 Q. Yes, it was.
 8 A. Okay.
 9 Q. Was -- the singles were released;
 10 however, there were two singles released before the
 11 launch.
 12 A. Okay.
 13 Q. My question is was the meeting before
 14 the singles were released or after?
 15 MR. MCPHERSON: Objection; lacks
 16 foundation.
 17 MS. CENAR: Objection; form,
 18 foundation.
 19 MR. DICKSTEIN: Same objections.
 20 MR. MCPHERSON: Do you know when the
 21 singles were released -- well, whether or not you
 22 know, you can explain.
 23 THE DEPONENT: I believe so.
 24 It was the meeting of David Guetta --
 25 I believe I met David Guetta during -- during the

Page 168

1 release of -- around the time of the release of the
 2 two singles and the album.
 3 I know it was at the beginning of
 4 "The E.N.D."
 5 BY MR. DICKIE:
 6 Q. Had you ever worked with David Guetta
 7 before?
 8 A. No.
 9 Q. Had Mr. Guetta ever been involved in
 10 any way with any song or collaboration in which you
 11 were a participant prior to the time that he was
 12 involved in "The E.N.D." project?
 13 MR. MCPHERSON: Objection; foundation
 14 that she knows anything about involvement in "The
 15 E.N.D." project.
 16 Vague and ambiguous.
 17 MR. DICKSTEIN: Objection to form.
 18 MS. CENAR: Form and foundation.
 19 THE DEPONENT: Can you repeat the
 20 question, again?
 21 BY MR. DICKIE:
 22 Q. Well, had you ever worked with
 23 Mr. Guetta on any collaboration or song prior to the
 24 time you met him in early 2009?
 25 A. Not that I know of.

Page 169

1 Q. When was -- was it your understanding
 2 that Mr. Guetta had no involvement in the creation
 3 and development of the album "The E.N.D."?
 4 MR. DICKSTEIN: Objection to form --
 5 MS. CENAR: Objection; form.
 6 MR. DICKSTEIN: -- and foundation.
 7 THE DEPONENT: I don't understand the
 8 question.
 9 BY MR. DICKIE:
 10 To your knowledge, was Mr. Guetta
 11 involved in any way with the album, "The E.N.D."?
 12 MR. DICKSTEIN: Objection to form.
 13 MS. CENAR: Objection to form.
 14 THE DEPONENT: I believe so.
 15 BY MR. DICKIE:
 16 Q. What do you believe was the nature of
 17 his involvement?
 18 A. I believe he -- and this is what I
 19 think. I believe that he was a producer on "I Gotta
 20 Feeling."
 21 Q. And what did he produce?
 22 MS. CENAR: Objection to the form.
 23 THE DEPONENT: I don't know.
 24 BY MR. DICKIE:
 25 Q. Did Mr. Adams explain to you what

Page 170

1 Mr. Guetta's role was at any time --
 2 MR. DICKSTEIN: Objection to form.
 3 BY MR. DICKIE?
 4 Q. -- in connection with "The E.N.D."?
 5 MR. DICKSTEIN: Objection; form.
 6 MS. CENAR: Same objection.
 7 THE DEPONENT: I don't believe so.
 8 BY MR. DICKIE:
 9 Q. Did Mr. Adams explain to you what
 10 Mr. Riesterer's role was on "The E.N.D." project?
 11 A. No.
 12 Q. Did Mr. -- strike that.
 13 There was an instrumental part of the
 14 song "I Gotta Feeling"; isn't that right?
 15 MS. CENAR: Objection; form.
 16 MR. MCPHERSON: Objection; vague and
 17 ambiguous.
 18 THE DEPONENT: So what is the
 19 question?
 20 BY MR. DICKIE:
 21 You sing on the song "I Gotta
 22 Feeling", don't you?
 23 A. Yes.
 24 Q. You are not singing a capella; are
 25 you?

Page 171

1 A. No.
 2 Q. And there are instrumental sounds on
 3 that song; isn't that correct?
 4 A. Yes.
 5 Q. Did you write the instrumental melody
 6 and sound on that song, "I Gotta Feeling"?
 7 MR. MCPHERSON: Objection --
 8 MR. DICKSTEIN: Asked and answered.
 9 MR. MCPHERSON: -- vague and
 10 ambiguous.
 11 THE DEPONENT: No.
 12 BY MR. DICKIE:
 13 Q. What is the origin of that
 14 instrumentation that appears on the song "I Gotta
 15 Feeling"?
 16 MR. MCPHERSON: Objection; vague and
 17 ambiguous.
 18 MS. CENAR: Form.
 19 THE DEPONENT: I have no idea.
 20 BY MR. DICKIE:
 21 Q. Well, where were you when you first
 22 heard the music that is found underneath the vocals
 23 in "I Gotta Feeling"?
 24 MR. MCPHERSON: Vague and ambiguous.
 25 THE DEPONENT: Where was I when I --

Page 172

1 BY MR. DICKIE:
 2 Q. First heard it.
 3 A. -- first heard the song?
 4 Q. The melody and the --
 5 A. Okay.
 6 Q. -- the instrumentation.
 7 MR. DICKSTEIN: Objection; form.
 8 THE DEPONENT: I was in the studio
 9 with Will.i.am. I'm not sure which studio that
 10 was.
 11 BY MR. DICKIE:
 12 Q. Was anybody else with you besides the
 13 two of you?
 14 A. I don't think so.
 15 Q. And did Mr. Adams play that sound for
 16 you? Is that how you heard it?
 17 A. Did what? I'm sorry?
 18 Q. The music.
 19 A. Did he play the music --
 20 Q. Uh-huh.
 21 A. -- for me? Yes.
 22 Q. And when he played it, did he tell you
 23 from where it came?
 24 A. No.
 25 Q. Did you ask him from where it came?

Page 173

1 A. No.
 2 Q. Now, is Mr. Adams someone who writes
 3 music?
 4 MS. CENAR: Objection to the form.
 5 THE DEPONENT: Do you mean with a pen?
 6 BY MR. DICKIE:
 7 Q. No. I mean does he write music?
 8 MR. MCPHERSON: Objection; vague and
 9 ambiguous.
 10 MS. CENAR: Form.
 11 BY MR. DICKIE:
 12 Q. Well, let's start with a pen. Does he
 13 write music, put down on a musical sheet with staff
 14 and bars and notes?
 15 MR. MCPHERSON: Objection;
 16 speculation.
 17 MS. CENAR: Objection to the form.
 18 MR. MCPHERSON: If you know.
 19 THE DEPONENT: He -- I don't know.
 20 BY MR. DICKIE:
 21 Q. Does Mr. Adams play a musical
 22 instrument?
 23 A. I believe so.
 24 Q. And what instrument does Mr. Adams
 25 play?

Page 174

1 A. I believe keyboard, computer
 2 instruments -- into which I have no knowledge how
 3 they work. I've seen him play drums. I've seen him
 4 play the piano.
 5 I think he possibly plays a little
 6 guitar. That's all -- that's all I know.
 7 Q. Did Mr. Adams tell you who created the
 8 musical sound that underlies the vocals of "I Gotta
 9 Feeling"?

10 MR. MCPHERSON: Objection; vague and
 11 ambiguous.
 12 MS. CENAR: Objection to form.
 13 MR. DICKSTEIN: Same objections.
 14 THE DEPONENT: We didn't speak about
 15 it.
 16 BY MR. DICKIE:
 17 Q. Did you assume that he was the creator
 18 of that sound?
 19 MS. CENAR: Objection to form.
 20 THE DEPONENT: Yes.
 21 BY MR. DICKIE:
 22 Q. Did you ever talk to Mr. Adams about
 23 an entity called What A Music, Ltd.?
 24 MR. DICKSTEIN: Objection;
 25 foundation.

Page 175

1 THE DEPONENT: I don't know what that
 2 is.
 3 BY MR. DICKIE:
 4 Q. Are you aware of what BEP Music, LLC,
 5 is?
 6 A. No, not that I know of.
 7 MR. DICKIE: Would you mark this?
 8 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER
 9 22 WAS MARKED FOR IDENTIFICATION BY
 10 THE DEPOSITION OFFICER.)
 11 THE VIDEOGRAPHER: I think we need to
 12 change the tape.
 13 MR. DICKIE: We need to change the
 14 tapes.
 15 THE VIDEOGRAPHER: This is the end of
 16 Media Number Three in the deposition of
 17 Stacy Ferguson.
 18 We are now going off the record. The
 19 time is 4:29 p.m.
 20 (WHEREUPON, A RECESS WAS HELD
 21 FROM 4:29 P.M. TO 4:55 P.M.)
 22 THE VIDEOGRAPHER: This is the
 23 beginning of Media Number Four in the deposition of
 24 Stacy Ferguson in the matter of "Bryan Pringle v.
 25 William Adams, et al."

Page 176

1 We are now going back on the record.
 2 The time is 4:55 p.m.
 3 BY MR. DICKIE:
 4 Q. All set, Ms. Ferguson?
 5 A. Yes.
 6 Q. And do you have in front of you what
 7 we previously marked before the break as
 8 Exhibit 22?
 9 MR. MCPHERSON: No. And it actually
 10 should be 21 if we're withdrawing the previous
 11 exhibit.
 12 MR. DICKIE: Well, let's leave it at
 13 22, and then we'll keep 21 when we resolve that
 14 issue. If it's not allowed, it will just be a
 15 blank.
 16 MR. MCPHERSON: Okay.
 17 MS. CENAR: So this is Exhibit 22?
 18 DEPOSITION OFFICER: Correct.
 19 BY MR. DICKIE:
 20 Q. Ms. Ferguson, I've asked the court
 21 reporter to hand you what I've marked as Exhibit 22
 22 for identification.
 23 It's a several-page document that has
 24 production numbers BEP-PR -666 through -701
 25 consecutive.

Page 177

1 On the top it says "BEP Music, LLC."
 2 And then it says in the first sentence "This
 3 memorandum," and so forth.
 4 Would you take a look at the document
 5 and take whatever time you need to tell me whether
 6 this is a document which you have seen before.
 7 A. Okay.
 8 (DOCUMENT REVIEWED BY THE DEPONENT.)
 9 THE DEPONENT: Can I ask my counsel a
 10 question?
 11 MR. MCPHERSON: Sure.
 12 MR. DICKIE: I have no objection.
 13 MS. CENAR: We have to take a break
 14 and do that.
 15 MR. DICKIE: Or you can confer with
 16 him right here.
 17 MR. MCPHERSON: Yes, let's just...
 18 THE VIDEOGRAPHER: Do you want to go
 19 off the record? I can turn it down and everything.
 20 MS. CENAR: Okay.
 21 (DISCUSSION WAS HELD OFF THE RECORD
 22 BETWEEN MR. MCPHERSON AND THE DEPONENT.)
 23 MR. MCPHERSON: If you don't recognize
 24 it, just tell him.
 25 THE DEPONENT: Okay. Okay.

Page 178

1 I -- I don't recognize it.
 2 BY MR. DICKIE:
 3 Q. Prior to today, Ms. Ferguson, were you
 4 aware that there was an agreement between BEP Music,
 5 LLC, on the one hand, and an entity called What a
 6 Music, Ltd., on the other, regarding the services of
 7 David Guetta with respect to the song "I Gotta
 8 Feeling"?
 9 MR. MCPHERSON: Objection;
 10 foundation.
 11 MR. DICKSTEIN: Objection; foundation,
 12 form.
 13 MS. CENAR: Same.
 14 THE DEPONENT: No.
 15 BY MR. DICKIE:
 16 Q. And so far as you know, you have not
 17 seen this agreement before today; is that correct?
 18 A. That's correct.
 19 Q. And did you ever discuss with anyone
 20 who or what BEP Music, LLC, was?
 21 A. No.
 22 Q. Now, let me direct your attention in
 23 this document to a Schedule 1, which appears on page
 24 15, regarding --
 25 MR. MCPHERSON: Is that PR -680?

Page 179

1 MR. DICKIE: It is, Counsel.
 2 MR. MCPHERSON: Okay. Thanks.
 3 BY MR. DICKIE:
 4 Q. Now, if you take a look at that,
 5 there is a schedule regarding the percentage sharing
 6 of revenue from "I Gotta Feeling."
 7 Do you see that?
 8 A. Uh-huh.
 9 Q. And prior to today, were you aware
 10 that the splits on that song were William Adams,
 11 46.25 percent; and you, Allan Pineda, and Jaime Gomez
 12 each 2.5 percent?
 13 A. What was the question?
 14 Q. Prior to today, were you aware of
 15 those specific splits?
 16 A. I don't remember.
 17 Q. Do you recall any discussion as to the
 18 justification for one member of The Black Eyed Peas
 19 receiving 46.25 percent, the other three members
 20 receiving each 2.5 percent?
 21 MR. MCPHERSON: Objection; foundation,
 22 vague and ambiguous.
 23 MS. CENAR: Objection; form and
 24 foundation.
 25 THE DEPONENT: Is the question do I

Page 180

1 remember a discussion?
 2 BY MR. DICKIE:
 3 Q. Did you have any discussion where the
 4 band members all agreed to these splits?
 5 A. Discussion with whom?
 6 Q. The three other members of The Black
 7 Eyed Peas.
 8 A. No.
 9 Q. As you sit here, can you explain why
 10 it is that three members of The Black Eyed Peas get
 11 7.5 percent [sic] and someone else gets 46.25 percent
 12 of the proceeds on this song?
 13 MR. MCPHERSON: Objection;
 14 foundation.
 15 THE DEPONENT: No.
 16 MS. CENAR: Objection; form,
 17 foundation.
 18 BY MR. DICKIE:
 19 Q. And did you have any discussion with
 20 Mr. Adams regarding why David Guetta would get
 21 23.125 percent --
 22 MR. MCPHERSON: Objection.
 23 BY MR. DICKIE:
 24 Q. -- of the proceeds of "I Gotta
 25 Feeling"?

Page 181

1 MR. MCPHERSON: Objection; foundation
 2 that she had any clue that he did.
 3 MS. CENAR: Objection; foundation,
 4 form.
 5 THE DEPONENT: No.
 6 MR. DICKSTEIN: Same objection.
 7 BY MR. DICKIE:
 8 Q. Well, were you ever authorized to
 9 approve that?
 10 MR. MCPHERSON: Objection; vague and
 11 ambiguous.
 12 BY MR. DICKIE:
 13 Q. Let me rephrase it.
 14 Did anybody ever ask you to approve
 15 the splits that are set forth on Schedule 1?
 16 A. I don't know.
 17 Q. Do you have a recollection of anyone
 18 asking you, Stacy Ferguson, to agree to the schedules
 19 that are on -- or the splits that are on this
 20 page 680, the one right in front of you?
 21 A. I don't know.
 22 Q. Does the split seem unusual to you
 23 given the relative contributions of the band members
 24 on this song?
 25 MR. MCPHERSON: Objection; vague and

Page 182

1 ambiguous, lacks foundation.
 2 MS. CENAR: Form, foundation.
 3 MR. MCPHERSON: Calls for speculation
 4 as to what the participations were on the song.
 5 THE DEPONENT: Can you repeat the
 6 question?
 7 BY MR. DICKIE:
 8 Q. Yeah.
 9 I asked you whether or not the splits
 10 seemed unusual given the respective contributions of
 11 the band members to the performance in this song.
 12 MR. MCPHERSON: Same objection.
 13 MS. CENAR: Same objections.
 14 MR. DICKSTEIN: Same objections.
 15 THE DEPONENT: I don't know.
 16 BY MR. DICKIE:
 17 Q. Now, if you'd turn over to Schedule
 18 2-1, which is on page 16, the next page at page -681,
 19 there is a text of a letter to Mr. Riesterer.
 20 Do you see that?
 21 A. Yes.
 22 Q. And I take it you haven't -- and it's
 23 dated -- this letter is dated September -- appears to
 24 be dated as of September 24th, 2008.
 25 I take it you haven't ever seen this

Page 183

1 document before either?
 2 A. This is -- this document? I think I
 3 said the whole -- the whole entire thing.
 4 Q. You see the percentages split there on
 5 the "Composition(s)" and the "Writer/Ownership
 6 Percentage (Respective share)"?
 7 Do you see that column?
 8 A. Yes.
 9 Q. Do you have any understanding as to
 10 how those percentages came to be agreed?
 11 A. No.
 12 Q. Were you consulted or asked about
 13 these percentages?
 14 MR. MCPHERSON: Counsel, it's the same
 15 percentages on the last page, so you're asking the
 16 same questions again.
 17 Object; asked and answered.
 18 MS. CENAR: Form, foundation.
 19 BY MR. DICKIE:
 20 Q. You can still answer, ma'am.
 21 A. I don't know.
 22 Q. Now, did you ever have any
 23 discussions -- strike that.
 24 Did you have any meetings with
 25 Mr. Riesterer in Europe in the calendar year 2002?

Page 184

1 MR. DICKSTEIN: Objection; asked and
 2 answered.
 3 THE DEPONENT: No, not that I know
 4 of.
 5 BY MR. DICKIE:
 6 Q. I'm sorry. 2011. Excuse me.
 7 A. No, not that I know of.
 8 Q. Were you aware of any additional
 9 Black Eyed Peas project with Mr. Riesterer which was
 10 to go forward after the release of "The E.N.D."?
 11 A. No.
 12 MR. DICKSTEIN: Objection to form.
 13 MS. CENAR: Same.
 14 BY MR. DICKIE:
 15 Q. Have you had any discussions with
 16 anyone regarding a possible further or additional
 17 collaboration between The Black Eyed Peas and
 18 Mr. Guetta and Mr. Riesterer?
 19 MR. MCPHERSON: Objection; compound,
 20 and lacks foundation.
 21 MR. DICKSTEIN: Same objections.
 22 THE DEPONENT: Okay. This question
 23 sounds big to me.
 24 Could you break it down a little bit
 25 for me, please?

Page 185

1 BY MR. DICKIE:
 2 Q. Were you aware of any conversations in
 3 which the subject of an additional collaboration
 4 between The Black Eyed Peas and Messrs. Guetta and
 5 Riesterer was ever discussed?
 6 MR. MCPHERSON: Same objection.
 7 MS. CENAR: Same objection.
 8 THE DEPONENT: Am I aware? No.
 9 BY MR. DICKIE:
 10 Q. To your knowledge, has any work been
 11 done with respect to a further collaboration between
 12 The Black Eyed Peas and Messrs. Guetta and Riesterer
 13 since the launch of the album "The E.N.D."?
 14 MR. MCPHERSON: Same objections.
 15 MR. DICKSTEIN: Same.
 16 THE DEPONENT: What is my exact
 17 question?
 18 BY MR. DICKIE:
 19 Q. To your knowledge, were there going to
 20 be any other projects between The Black Eyed Peas and
 21 Mr. Guetta and Mr. Riesterer?
 22 MR. MCPHERSON: Same objections.
 23 THE DEPONENT: Not to my knowledge.
 24 MR. PINK: Counsel, do you have
 25 estimate as to how much longer you'll be going?

Page 186

1 MR. DICKIE: I don't.
 2 MR. PINK: Thank you.
 3 BY MR. DICKIE:
 4 Q. Ms. Ferguson, before today --
 5 A. Yes?
 6 Q. -- have you had -- ever had occasion
 7 to listen to a song by Bryan Pringle called "Take A
 8 Dive"?
 9 A. Not that I'm aware.
 10 Q. After learning of this lawsuit, did
 11 you ever determine what song it was that you -- the
 12 song "I Gotta Feeling" by The Black Eyed Peas is
 13 alleged to have infringed?
 14 A. No.
 15 MR. MCPHERSON: Objection; vague and
 16 ambiguous.
 17 THE DEPONENT: No, not -- no. Not
 18 that I know of.
 19 BY MR. DICKIE:
 20 Q. Well, in preparation for the
 21 deposition, did you listen to "I Gotta Feeling" and
 22 listen to Mr. Pringle's song?
 23 A. No.
 24 MR. DICKSTEIN: Objection; foundation,
 25 form.

Page 187

1 BY MR. DICKIE:
 2 Q. Was there a reason you didn't do
 3 that?
 4 MR. MCPHERSON: Objection; lacks
 5 foundation. May call for attorney-client privileged
 6 communication.
 7 If there's any reason other than any
 8 advice that you got from your attorneys, you may
 9 answer the question.
 10 THE DEPONENT: If I what?
 11 MR. MCPHERSON: If you had any
 12 particular reason not to listen to this other than
 13 any advice from attorneys, you may answer.
 14 If you had any other particular --
 15 THE DEPONENT: Other than advice?
 16 MR. MCPHERSON: Correct.
 17 THE DEPONENT: Okay. So now I'm
 18 confused, so --
 19 BY MR. DICKIE:
 20 Q. Let me ask it this way. I don't mean
 21 to try to get into attorney-client.
 22 Did you have any interest in listening to
 23 the two songs side by side?
 24 A. No.
 25 MR. MCPHERSON: Object --

Page 188

1 THE DEPONENT: Sorry.
 2 BY MR. DICKIE:
 3 Q. And you had no interest in doing that,
 4 even though there were allegations in a federal court
 5 complaint about infringement, why?
 6 MR. MCPHERSON: Well --
 7 MS. CENAR: Objection; form --
 8 MR. MCPHERSON: Yeah, objection.
 9 MS. CENAR: -- foundation.
 10 MR. MCPHERSON: Objection; foundation,
 11 that she knows any of the allegations.
 12 MR. DICKIE: That's okay.
 13 BY MR. DICKIE:
 14 Q. You can still answer the question why
 15 you weren't interested in doing that.
 16 MR. MCPHERSON: Was there any
 17 particular reason that you weren't interested in
 18 doing that?
 19 THE DEPONENT: I'm sorry. What?
 20 What? What was the question?
 21 BY MR. DICKIE:
 22 Q. Well, the original question,
 23 Ms. Ferguson, was did you have any interest in
 24 comparing the two songs and you said no.
 25 And then I asked you was there any

Page 189

1 particular reason why you had no interest in
 2 comparing the two?
 3 MR. MCPHERSON: That's just --
 4 THE DEPONENT: Other than --
 5 MR. MCPHERSON: That's just a yes or
 6 no question.
 7 THE DEPONENT: What was the question?
 8 Is there any reason that I wanted to listen to it?
 9 BY MR. DICKIE:
 10 Q. No, was there any reason --
 11 MR. MCPHERSON: -- that you didn't
 12 want.
 13 THE DEPONENT: That I didn't?
 14 BY MR. DICKIE:
 15 Q. Yes.
 16 MR. MCPHERSON: Did you have a copy of
 17 that song?
 18 THE DEPONENT: No.
 19 BY MR. DICKIE:
 20 Q. Did you ask anybody for a copy?
 21 MR. MCPHERSON: Objection;
 22 attorney-client privilege. I instruct her not to
 23 answer.
 24 BY MR. DICKIE:
 25 Q. Did you go on YouTube and listen?

Page 190

1 A. No.
 2 Q. Are you aware there are comparisons of
 3 the two songs on YouTube?
 4 A. No.
 5 Q. Would it be correct to say that you
 6 didn't -- just didn't have any professional interest
 7 in seeing whether there was any substantial
 8 similarity in the two songs?
 9 MS. CENAR: Objection --
 10 MR. MCPHERSON: Objection --
 11 MS. CENAR: Form, foundation.
 12 MR. DICKSTEIN: Legal --
 13 DEPOSITION OFFICER: I can't hear you,
 14 Counsel.
 15 MR. MCPHERSON: -- foundation.
 16 MR. DICKSTEIN: Legal conclusion.
 17 DEPOSITION OFFICER: Thank you.
 18 THE DEPONENT: Okay. Go ahead.
 19 Please repeat the question.
 20 BY MR. DICKIE:
 21 Q. Would it be correct to say that you
 22 just didn't have any professional interest in seeing
 23 whether there was any substantial similarity in the
 24 two songs?
 25 MS. CENAR: Same objection.

Page 191

1 MR. MCPHERSON: Counsel, we're getting
 2 really to the point of badgering. She didn't do it,
 3 she didn't have access to it. She didn't know it was
 4 available on YouTube.
 5 There doesn't have to be a reason for
 6 not doing something. She might not have had any
 7 access to it.
 8 MR. DICKIE: Well --
 9 MR. MCPHERSON: Speaking of access --
 10 well, that's another.
 11 MR. DICKIE: Let me ask this question,
 12 Counsel. And I'm not intending to badger the
 13 witness.
 14 BY MR. DICKIE:
 15 Q. I just was -- I wanted to know
 16 whether -- is it your understanding, Ms. Ferguson,
 17 that it is wrong to copy the copyrighted music of
 18 someone without permission?
 19 MR. MCPHERSON: Objection; vague and
 20 ambiguous. If "wrong" means illegal, it calls for a
 21 legal conclusion, lacks foundation.
 22 MS. CENAR: Objection; form,
 23 foundation.
 24 THE DEPONENT: Could you be more
 25 specific?

Page 192

1 BY MR. DICKIE:
 2 Q. Well, is it your understanding that it
 3 is permissible for one artist to copy the copyrighted
 4 music of another artist without permission?
 5 MR. MCPHERSON: Same objections.
 6 MS. CENAR: Same objections.
 7 MR. DICKSTEIN: Same objections.
 8 THE DEPONENT: Could you be more
 9 specific?
 10 BY MR. DICKIE:
 11 Q. You understand that music is -- from
 12 time to time is copyrighted, do you not?
 13 MR. MCPHERSON: Objection; vague and
 14 ambiguous.
 15 MS. CENAR: Form.
 16 THE DEPONENT: Could you define
 17 "copyrighted"?
 18 BY MR. DICKIE:
 19 Q. Well, have you ever had, for example,
 20 the songs on your album "The Dutchess" copyrighted --
 21 MR. MCPHERSON: Objection.
 22 BY MR. DICKIE:
 23 Q. -- registered with the United States
 24 Patent and Trademark Office?
 25 MR. DICKSTEIN: You mean the --

Page 193

1 MR. PINK: You mean the United States
 2 Copyright Office?
 3 MR. DICKIE: Yeah, that's correct.
 4 Copyright.
 5 MR. MCPHERSON: If you know.
 6 THE DEPONENT: I don't know.
 7 BY MR. DICKIE:
 8 Q. Well, at the time that you performed
 9 the song "I Gotta Feeling" in connection with the
 10 recording of it for purposes of "The E.N.D.," was it
 11 your understanding that The Black Eyed Peas had a
 12 right to use copyrighted music from others without
 13 permission?
 14 MR. MCPHERSON: Objection.
 15 MS. CENAR: Objection; form,
 16 foundation.
 17 MR. MCPHERSON: Vague and ambiguous.
 18 THE DEPONENT: Could you break it down
 19 for me so it will be easier?
 20 BY MR. DICKIE:
 21 Q. Are you familiar with the concept of
 22 sampling?
 23 A. I've heard the word "sampling."
 24 Q. What do you understand "sampling" to
 25 mean in the context of the music business in which

Page 194

1 you work?
 2 A. I understand that sampling is to take
 3 a piece of music and put it together with another
 4 piece of music.
 5 Q. Okay. And is it your understanding
 6 that when you take a piece of music from someplace
 7 else to put it with another piece of music, if the
 8 music you're taking is copyrighted, you have to get
 9 permission of the artist to do that?
 10 MR. MCPHERSON: Objection; foundation,
 11 vague and ambiguous --
 12 MR. DICKSTEIN: Calls for a legal
 13 conclusion.
 14 MR. MCPHERSON: -- calls for a legal
 15 conclusion.
 16 MS. CENAR: Form, foundation.
 17 Could you break the question down
 18 into -- could you break the question down, please.
 19 MR. MCPHERSON: Counsel, let me -- let
 20 me ask you something.
 21 You defined copyrighted before as
 22 registered.
 23 Are you asking her if it's registered,
 24 there's one thing you're supposed to do and if it's
 25 not registered, there's another?

Page 195

1 MR. DICKIE: No, I wasn't.
 2 MR. MCPHERSON: Okay.
 3 MR. DICKSTEIN: Is that how we're
 4 defining copyrighted? I didn't hear that. Sorry.
 5 BY MR. DICKIE:
 6 Q. What do you understand copyrighted
 7 music to mean?
 8 MR. MCPHERSON: Objection; form,
 9 foundation.
 10 MS. CENAR: Objection; form,
 11 foundation.
 12 THE DEPONENT: I'm not quite sure.
 13 BY MR. DICKIE:
 14 Q. Let me ask it this way: Do you think
 15 it's okay to copy the music of another artist without
 16 permission?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous, calls for a legal conclusion.
 19 MS. CENAR: Objection; form,
 20 foundation.
 21 THE DEPONENT: Could you repeat the
 22 question, please?
 23 BY MR. DICKIE:
 24 Q. Do you think it's okay for one artist
 25 to copy the music of another artist without getting

Page 196

1 that other artist's permission in advance?
 2 MR. MCPHERSON: Same objection.
 3 MS. CENAR: Same objections.
 4 THE DEPONENT: I don't know.
 5 BY MR. DICKIE:
 6 Q. Well, do you think it's okay for
 7 someone, for example, to take your song "Big Girls
 8 Don't Cry" and copy that song and put into their song
 9 without asking you if it's okay?
 10 MR. MCPHERSON: Objection; vague and
 11 ambiguous, lacks foundation.
 12 MS. CENAR: Objection; form,
 13 foundation.
 14 THE DEPONENT: It depends.
 15 BY MR. DICKIE:
 16 Q. On what?
 17 A. It's a demo.
 18 Q. What do you mean, "It's a demo"?
 19 A. What I think about a demo, is a demo
 20 is when you're -- when you're writing music and
 21 creating, sometimes sampling, but it is not released.
 22 Q. Well, isn't the song "Big Girls Don't
 23 Cry" a released work?
 24 A. Yes.
 25 Q. Is it copyrighted?

Page 197

1 MR. MCPHERSON: Objection; vague and
 2 ambiguous.
 3 MR. DICKSTEIN: Calls for a legal
 4 conclusion.
 5 MS. CENAR: Objection; form,
 6 foundation.
 7 THE DEPONENT: I don't know.
 8 BY MR. DICKIE:
 9 Q. Well, if someone takes your song "Big
 10 Girls Don't Cry" from an album and simply takes
 11 significant portions of that song from the record and
 12 puts it into their song without asking you if it's
 13 okay, do you think that's appropriate?
 14 MS. CENAR: Objection; form,
 15 foundation.
 16 THE DEPONENT: It depends.
 17 BY MR. DICKIE:
 18 Q. On what?
 19 MR. MCPHERSON: Objection; asked and
 20 answered.
 21 MS. CENAR: Same objections.
 22 THE DEPONENT: It depends if the
 23 writing.
 24 BY MR. DICKIE:
 25 Q. Would it be okay if someone took that

Page 198

1 song, "Big Girls Don't Cry," and put it into their
 2 own work and released it into a new record?
 3 MS. CENAR: Objection; form,
 4 foundation.
 5 MR. MCPHERSON: Objection; vague and
 6 ambiguous, calls -- that's it.
 7 THE DEPONENT: Would you repeat the
 8 question, please?
 9 BY MR. DICKIE:
 10 Q. Would it be okay if someone took your
 11 song "Big Girls Don't Cry," put it into their record,
 12 and released it under a different title?
 13 MR. MCPHERSON: Same objection; calls
 14 for a legal conclusion.
 15 MS. CENAR: Same objection.
 16 THE DEPONENT: It depends.
 17 BY MR. DICKIE:
 18 Q. What would it depend on,
 19 Ms. Ferguson?
 20 A. I would have to ask my lawyer.
 21 Q. Would you anticipate that it would be
 22 okay without your permission?
 23 MR. MCPHERSON: Wait, wait, wait.
 24 Anticipate what the lawyer would tell
 25 her?

Page 199

1 MR. DICKIE: No.
 2 BY MR. DICKIE:
 3 Q. Would you anticipate that if what I've
 4 suggested occurred, took place without her [sic]
 5 permission?
 6 MR. MCPHERSON: Objection. Now it
 7 really calls for a legal conclusion. It's vague and
 8 ambiguous.
 9 MS. CENAR: Objection; form,
 10 foundation.
 11 MR. DICKSTEIN: Asked and answered as
 12 well.
 13 THE DEPONENT: What did he say?
 14 MS. CENAR: It's just for the record.
 15 THE DEPONENT: Oh. Okay.
 16 What?
 17 BY MR. DICKIE:
 18 Q. As an artist, is it --
 19 A. Would I anticipate? Is that the
 20 question?
 21 Q. Uh-huh.
 22 A. Would I anticipate?
 23 Q. Uh-huh.
 24 A. I don't know how to answer would I --
 25 how I would anticipate something.

Page 200

1 Q. When you released the album "The
 2 Dutchess," did you expect that people would be able
 3 to copy that music without your permission and sell
 4 it and make money out of that -- of the songs that
 5 you sang on that album?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous, compound, lacks foundation.
 8 MS. CENAR: Objection; form
 9 foundation.
 10 THE DEPONENT: Can you please repeat
 11 the question?
 12 BY MR. DICKIE:
 13 Q. When you released "The Dutchess"
 14 album, did you expect that people would be able to
 15 copy the songs on that album and sell them under a
 16 different name and make money on your songs?
 17 MR. MCPHERSON: Same objections.
 18 MS. CENAR: Form, foundation.
 19 THE DEPONENT: I don't recall an
 20 issue.
 21 BY MR. DICKIE:
 22 Q. You've never thought about whether the
 23 copying of your music and the reselling of it without
 24 your permission was proper or not; is that right?
 25 MR. MCPHERSON: Same objections.

Page 201

1 MS. CENAR: Same objections.
 2 THE DEPONENT: I don't recall.
 3 BY MR. DICKIE:
 4 Q. Do you have any understanding of what
 5 the purpose of copyrights are?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous.
 8 MR. DICKSTEIN: Objection; calls for a
 9 legal conclusion.
 10 MS. CENAR: Form, foundation.
 11 THE DEPONENT: Could you repeat the
 12 question, please?
 13 BY MR. DICKIE:
 14 Q. Do you have any understanding
 15 whatsoever what the purpose of a copyright is?
 16 MR. MCPHERSON: Same objections.
 17 THE DEPONENT: I don't know.
 18 BY MR. DICKIE:
 19 Q. Now, did you compose the music in "Big
 20 Girls Don't Cry"?
 21 MS. CENAR: Objection to the form.
 22 THE DEPONENT: When you say
 23 "compose" --
 24 BY MR. DICKIE:
 25 Q. Did you write the music?

Page 202

1 A. And when you say "music" --
 2 Q. As we agreed earlier, I'm not
 3 including vocals.
 4 A. I wrote the lyric and melody of the
 5 vocals on "Big Girls Don't Cry." That is it.
 6 Q. And who wrote the -- or composed the
 7 music in that song?
 8 MR. MCPHERSON: Objection; vague and
 9 ambiguous.
 10 MS. CENAR: Objection; form.
 11 BY MR. DICKIE:
 12 Q. You can answer that question.
 13 A. Toby Gatt.
 14 Q. Anyone else?
 15 A. No, I don't believe so.
 16 Q. And were you with Mr. Gatt when he
 17 composed the music?
 18 A. Some of it, yes.
 19 Q. And where did that composing take
 20 place?
 21 A. Sony Music Studios.
 22 Q. Los Angeles?
 23 A. Yes -- oh, Santa Monica.
 24 ///
 25 ///

Page 203

1 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER
 2 23 WAS MARKED FOR IDENTIFICATION BY
 3 THE DEPOSITION OFFICER.)
 4 BY MR. DICKIE:
 5 Q. Ms. Ferguson, I've asked the court
 6 reporter to hand you what I've marked as Exhibit 23
 7 for identification. It bears production numbers
 8 BEP-PR -565 through -648, consecutively.
 9 It purports to be an agreement made
 10 the 13th day of September, 2004, between several
 11 people, including yourself.
 12 Can you take a look at it? And,
 13 first, turn to page 77 -- written page 77, production
 14 page -641, which appears on the bottom right-hand
 15 corner of that page.
 16 Do you see that?
 17 A. Yes.
 18 Q. And then there's a signature line for
 19 one Stacy Ferguson, and then are some lines on that.
 20 Is that a true, correct, and accurate
 21 photograph or copy of your signature?
 22 A. I don't know.
 23 Q. Do you recall signing an agreement on
 24 September 13th, 2004, between BEP Music, Inc., as
 25 indicated on the first page?

Page 204

1 MR. MCPHERSON: Well, actually,
 2 Counsel, that's -- she didn't, so it lacks
 3 foundation.
 4 This is an inducement -- an inducement
 5 letter that's attached to an agreement between BEP
 6 Music, Inc., and Interscope.
 7 MR. DICKIE: And it's incorporated
 8 into the agreement.
 9 MR. MCPHERSON: I understand.
 10 BY MR. DICKIE:
 11 Q. But as you look at Exhibit 23,
 12 Ms. Ferguson -- will you take your time and look at
 13 it and tell me what the document represents?
 14 MR. MCPHERSON: If you know.
 15 (DOCUMENT REVIEWED BY THE DEPONENT.)
 16 MS. CENAR: Tracy, this is Exhibit 23?
 17 DEPOSITION OFFICER: 23; correct.
 18 MS. CENAR: Thank you.
 19 THE DEPONENT: Did I sign this?
 20 MR. MCPHERSON: Did you sign the
 21 inducement?
 22 THE DEPONENT: Okay.
 23 I'm not sure I understand this.
 24 BY MR. DICKIE:
 25 Q. You know, do you not, that you have

Page 205

1 an agreement with Interscope Records; isn't that
 2 correct?
 3 MR. MCPHERSON: She personally?
 4 Objection; calls for a legal
 5 conclusion.
 6 MS. CENAR: Objection to form.
 7 MR. MCPHERSON: Vague and ambiguous.
 8 THE DEPONENT: My lawyer will know.
 9 BY MR. DICKIE:
 10 Q. Are you telling me that you do not
 11 know what Exhibit 23 represents?
 12 A. I don't understand it.
 13 Q. Do you see on the first page of
 14 Exhibit 23, Ms. Ferguson, there's a statement that
 15 says "Stacy Ferguson A&M Agreement"?
 16 A. Uh-huh. I see that.
 17 Q. And what is the A&M agreement to which
 18 this refers?
 19 A. I'm sorry. What is the question,
 20 please?
 21 Q. Yes.
 22 What is the A&M agreement?
 23 MS. CENAR: Objection to form.
 24 THE DEPONENT: I don't know.
 25 ///

Page 206

1 BY MR. DICKIE:
 2 Q. Well, do you recall that as of 2004
 3 you had a separate agreement as an artist with A&M
 4 Records going back to April of 2003?
 5 A. Okay. So what is -- what is the
 6 question?
 7 Q. The question is: What is the
 8 agreement with A&M records to which that paragraph
 9 refers?
 10 MR. MCPHERSON: Objection; asked and
 11 answered.
 12 THE DEPONENT: I --
 13 MS. CENAR: Object to the form.
 14 THE DEPONENT: I don't know.
 15 BY MR. DICKIE:
 16 Q. And do you know whether this
 17 agreement -- whether you have ever given under
 18 this agreement what is referred to on page 2 in
 19 Paragraph D, a "Leaving Member Notice"?
 20 MR. MCPHERSON: Objection; vague and
 21 ambiguous.
 22 BY MR. DICKIE:
 23 Q. Well, let me generally ask you -- I
 24 don't mean to be vague and ambiguous, Ms. Ferguson.
 25 If you look on page 2, you have

Page 207

1 Paragraph D. Do you see underneath the words,
 2 "Departure of Stacy Ferguson and recoupability of
 3 accounts..."?
 4 Do you see that?
 5 A. Yes.
 6 Q. And then it says:
 7 "...in the event that Stacy
 8 Ferguson serves Interscope with a
 9 Leaving Member Notice..."
 10 Have you ever served a Leaving Member
 11 Notice to Interscope?
 12 MR. MCPHERSON: Objection; vague and
 13 ambiguous.
 14 MS. CENAR: Objection; form.
 15 THE DEPONENT: I wouldn't know that
 16 information. My lawyer would know that.
 17 BY MR. DICKIE:
 18 Q. Is it your understanding that you are
 19 still contractually bound in some way with Interscope
 20 Records?
 21 MR. MCPHERSON: Objection; calls for a
 22 legal conclusion.
 23 MS. CENAR: Objection; form,
 24 foundation.
 25 THE DEPONENT: I would have to ask my

Page 208

1 lawyer.
 2 BY MR. DICKIE:
 3 Q. You have no knowledge one way or the
 4 other as to whether you currently have a contract
 5 with Interscope or not; is that right?
 6 MR. MCPHERSON: Same objections.
 7 MS. CENAR: Same objections.
 8 THE DEPONENT: I believe that to be
 9 true. But -- although I would have to check with
 10 Matt Greenberg because of paperwork issues --
 11 BY MR. DICKIE:
 12 Q. Well --
 13 A. -- I don't understand.
 14 Q. I'm sorry.
 15 Can you tell me with what record
 16 labels you currently are signed as an artist --
 17 MR. MCPHERSON: Objection.
 18 BY MR. DICKIE:
 19 Q. -- if any?
 20 MR. MCPHERSON: Objection; vague and
 21 ambiguous.
 22 MS. CENAR: Objection to form.
 23 BY MR. DICKIE:
 24 Q. Do you understand, Ms. Ferguson, what
 25 it means to sign with a record label?

Page 209

1 A. That's a big question.
 2 Q. Well, you were -- you said you were
 3 signed by RCA. You knew what that meant, didn't
 4 you?
 5 MR. MCPHERSON: I don't know if she
 6 said "signed." She said she had some kind of
 7 recording relationship with RCA.
 8 THE DEPONENT: What is the question?
 9 One more time.
 10 BY MR. DICKIE:
 11 Q. I asked you whether you understood
 12 what it meant to be signed with a record label?
 13 A. I don't know.
 14 Q. Have you ever seen any or all of what
 15 has been identified as Exhibit 23 before today?
 16 MS. CENAR: Objection to the form.
 17 MR. MCPHERSON: Counsel, I think she
 18 can only answer in general unless you want her to
 19 read every word, and I'm not going allow that.
 20 But I think she can answer generally
 21 whether she's seen this.
 22 MR. DICKIE: I'll take her general
 23 recollection.
 24 MS. CENAR: Beyond the signature page?
 25 ///

Page 210

1 BY MR. DICKIE:
 2 Q. You can answer the question for what
 3 your general recollection or recall is of this
 4 document.
 5 THE DEPONENT: I don't recall.
 6 Can I have a minute with you?
 7 MR. MCPHERSON: Yes.
 8 THE DEPONENT: Okay.
 9 MR. DICKIE: Do you need a break,
 10 Ms. Ferguson?
 11 THE DEPONENT: Yes, please.
 12 THE VIDEOGRAPHER: We are now going
 13 off the record. The time is 5:33 p.m.
 14 (WHEREUPON, A RECESS WAS HELD
 15 FROM 5:33 P.M. TO 6:01 P.M.)
 16 THE VIDEOGRAPHER: This is the
 17 beginning of Media Number Five in the deposition of
 18 Stacy Ferguson in the matter of "Bryan Pringle v.
 19 William Adams, et al."
 20 We are now going back on the record.
 21 The time is 6:01 p.m.
 22 BY MR. DICKIE:
 23 Q. Ms. Ferguson, are you all set to
 24 start?
 25 A. Yes.

Page 211

1 Q. You understand that you're still under
 2 oath?
 3 A. Yes.
 4 Q. During the break, did you review any
 5 documents?
 6 A. No.
 7 Q. Did you talk about your testimony at
 8 all?
 9 A. I spoke with my lawyer.
 10 Q. When you say you spoke with your
 11 lawyer, are you talking about Mr. McPherson or
 12 someone else?
 13 A. Is that your last name?
 14 MR. MCPHERSON: Yes, it is.
 15 THE DEPONENT: Yes.
 16 BY MR. DICKIE:
 17 Q. Did you speak with anyone else besides
 18 Mr. McPherson?
 19 A. Yes.
 20 Q. Who else?
 21 A. I spoke to Kara and Rachel.
 22 Q. Before we went off the record, we were
 23 looking at the exhibit that's in front of you.
 24 Do you recall that?
 25 MR. DICKSTEIN: Which exhibit is this?

Page 212

1 MR. DICKIE: I believe it was 23.
 2 MR. MCPHERSON: 23.
 3 MR. DICKSTEIN: Thank you.
 4 BY MR. DICKIE:
 5 Q. Before we went off the record, you
 6 were looking at the exhibit and we were talking about
 7 your general recollection and I indicated that I
 8 would take your general recollection about it, and
 9 then you said, "Can I talk to my lawyer?"
 10 Following that conversation, are you
 11 able to further respond to my question?
 12 A. Yes. The question being?
 13 Q. The question being -- was with respect
 14 to what it was that Exhibit 23 is.
 15 A. I now remember A&M Records.
 16 Q. And what do you remember about
 17 A&M Records?
 18 A. That it is a -- it is or was, to my
 19 knowledge -- my knowledge was -- I'm not sure on
 20 that -- a record label which could have been an
 21 imprint as well -- I'm not sure -- to Interscope and
 22 Universal Records.
 23 Q. Do you still have an agreement with
 24 A&M Records?
 25 A. That, I don't know.

Page 213

1 Q. Again, that's something your lawyer
 2 would know?
 3 A. Yes.
 4 MR. MCPHERSON: Counsel, let me
 5 interrupt you for a second.
 6 MR. DICKIE: Yes.
 7 MR. MCPHERSON: Only because in
 8 perusing this document, it appears that the last
 9 page, PR -648, I can't imagine why that would be a
 10 part of what I understand Exhibit 23 to be, because
 11 it deals with Cherry Lane Publishing and the three
 12 other members of The Black Eyed Peas that are
 13 signed with Cherry.
 14 MR. DICKIE: It would not appear to
 15 belong with the exhibit?
 16 MR. MCPHERSON: I believe that is
 17 correct, but it is consecutive in -- in number, so
 18 I'm not completely sure because I have not read this
 19 before. But I just want to point that out.
 20 MR. DICKIE: Well, let me ask the
 21 witness as to whether or not she can -- well, she --
 22 I take it -- never mind.
 23 We'll have to wait and see whether
 24 somebody else can identify that as a page that
 25 belongs there.

Page 214

1 I understand that it may not belong
 2 there. And if it doesn't belong there, it should
 3 come off.
 4 MR. MCPHERSON: Thank you.
 5 MR. DICKIE: Ms. Reporter, could you
 6 hand Ms. Ferguson the next exhibit, please.
 7 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER
 8 24 WAS MARKED FOR IDENTIFICATION BY
 9 THE DEPOSITION OFFICER.)
 10 MS. CENAR: Thank you.
 11 MS. CENAR: Is it 24?
 12 DEPOSITION OFFICER: Yes, 24.
 13 BY MR. DICKIE:
 14 Q. Ms. Ferguson, I've handed you what's
 15 been marked as Exhibit 24 for identification.
 16 It's a document that has production
 17 number EMI 1001 through 1010, and it's a document
 18 dated as of April 1st, 2004.
 19 And it's addressed to you and "the
 20 publishing designee of Stacy Ferguson and any and all
 21 affiliates in care of Matthew Greenberg."
 22 Do you see that?
 23 A. Yes.
 24 Q. And can you tell me when you look at
 25 paragraph -- strike that.

Page 215

1 Can you tell me whether on page --
 2 what has been marked as EMI 1004, which has the
 3 number 16 at the bottom, underneath the -- do you see
 4 page EMI 1004?
 5 A. Yes.
 6 MR. DICKSTEIN: I think it might be
 7 EMI 004.
 8 THE DEPONENT: Yes.
 9 MR. DICKIE: 004. You're correct.
 10 These cheaters don't help so well.
 11 BY MR. DICKIE:
 12 Q. But in any event, under the legend
 13 "Accepted and agreed," is that a true, correct, and
 14 accurate copy of the original signature you signed on
 15 this document on or about the date it bears?
 16 A. It looks like my signature.
 17 Q. And does your signature also appear
 18 and page EMI 005, which is the next page?
 19 A. It looks like my signature.
 20 Q. Pardon me?
 21 MR. MCPHERSON: She said it looks like
 22 her signature.
 23 MR. DICKIE: Okay.
 24 BY MR. DICKIE:
 25 Q. And then on page EMI 007, is that

Page 216

1 again a true, correct --
 2 A. Again --
 3 Q. -- and accurate copy of your
 4 signature?
 5 A. -- yes.
 6 Q. And on page EMI 008, likewise, is that
 7 a true, correct, and accurate copy of your
 8 signature?
 9 A. It looks to be so.
 10 Q. And to the best of your knowledge, did
 11 you sign these documents in the ordinary course of
 12 your work on or about the dates they bear?
 13 MR. MCPHERSON: I'm not sure what that
 14 means. I'm sure she doesn't.
 15 It's vague and ambiguous.
 16 THE DEPONENT: I don't know what you
 17 mean.
 18 BY MR. DICKIE:
 19 Q. Do you have any reason to believe you
 20 did not sign the documents on or around the dates
 21 that they bear?
 22 A. Well, let me look -- let me look at
 23 the dates.
 24 MR. MCPHERSON: I'm not sure there are
 25 dates for all of these.

Page 217

1 THE DEPONENT: Okay.
 2 MR. MCPHERSON: And these are as of --
 3 MR. DICKIE: These are as of April 1,
 4 2004.
 5 MR. MCPHERSON: Do you know when you
 6 signed these?
 7 THE DEPONENT: I think -- I believe --
 8 I believe I -- I went into agreement, a publishing
 9 agreement, with EMI around the time I joined
 10 The Black Eyed Peas.
 11 BY MR. DICKIE:
 12 Q. And you said that you went into an
 13 agreement with EMI.
 14 What is EMI and what is the nature of
 15 your arrangement with them?
 16 A. EMI is, to my knowledge, a publishing
 17 company. And I do not know my arrangement with
 18 them.
 19 Q. Do you still have an arrangement with
 20 them?
 21 A. I don't know.
 22 MR. MCPHERSON: You've answered.
 23 BY MR. DICKIE:
 24 Q. And what is it that EMI did for you or
 25 your publishing designee starting at least as of

Page 218

1 April 1, 2004?
 2 MR. MCPHERSON: Objection;
 3 speculation.
 4 THE DEPONENT: I'm not quite sure.
 5 BY MR. DICKIE:
 6 Q. Okay. If you look at this exhibit in
 7 numbered paragraph 2 on the first page where it
 8 refers to the term of the agreement --
 9 A. Uh-huh.
 10 Q. -- it indicates that there were four
 11 option periods to extend the agreement.
 12 A. Uh-huh.
 13 Q. To your knowledge, were those option
 14 periods exercised on behalf of EMI?
 15 MR. MCPHERSON: Objection; vague and
 16 ambiguous, calls for a legal conclusion.
 17 THE DEPONENT: I don't know.
 18 MS. CENAR: I just want to note for
 19 the record that Exhibit Number 24 is a document that
 20 was produced in the Batts litigation and not in the
 21 Pringle litigation, bearing by their Bates number.
 22 And it was designated as "highly confidential" in
 23 that litigation pursuant to stipulation.
 24 BY MR. DICKIE:
 25 Q. Looking at page EMI 008, there's a

Page 219

1 reference to the American Society of Composers,
 2 Authors, and Publishers which you signed.
 3 Do you see that?
 4 A. If this is my signature, which I
 5 believe looks like it, then yes, I do see this.
 6 Q. And the purpose of my directing your
 7 attention there is does this document refresh your
 8 recollection as to what it is that ASCAP does for
 9 you?
 10 Remember we looked at another exhibit
 11 that had ASCAP royalties on it earlier in the
 12 afternoon?
 13 A. It's hard for me to remember that
 14 right now.
 15 MR. MCPHERSON: Do you know what
 16 ASCAP is?
 17 THE DEPONENT: Vaguely.
 18 BY MR. DICKIE:
 19 Q. Well, what do you vaguely know that
 20 ASCAP does for you, Stacy Ferguson?
 21 A. I know that when you're a writer, you
 22 either go with ASCAP or BMI.
 23 I believe, to the best of my
 24 knowledge, that they handle in -- handle money for
 25 songs written to -- to distribute money to me to make

Page 220

1 sure that as a writer I would get paid.
 2 Q. Okay.
 3 A. That's to my knowledge.
 4 MR. DICKIE: Would you mark the next
 5 exhibit, please.
 6 (WHEREUPON, PLAINTIFF'S EXHIBIT NUMBER
 7 25 WAS MARKED FOR IDENTIFICATION BY
 8 THE DEPOSITION OFFICER.)
 9 DEPOSITION OFFICER: Here you go.
 10 That's for you.
 11 MR. MCPHERSON: Thank you.
 12 MS. CENAR: Thank you.
 13 MR. DICKIE: Did you give it to her?
 14 DEPOSITION OFFICER: Uh-huh.
 15 BY MR. DICKIE:
 16 Q. Ms. Ferguson, I've handed you what has
 17 been marked as Exhibit 25 for identification. It has
 18 production numbers BEP-PR -656 through BEP-PR -665.
 19 And I'd like to direct your attention
 20 to the last paragraph -- the last page, rather, of
 21 this exhibit and ask you if above your name that's a
 22 true, correct, and accurate copy of an original
 23 signature which you placed on this document on or
 24 about the date it bears?
 25 A. It looks like my signature, yes.

Page 221

1 Q. And then on the first page of this
 2 Exhibit 25, it is addressed to you, among others.
 3 Did you receive the original of this
 4 document on or about the date it bears?
 5 A. I don't know.
 6 Q. It refers to "Black Eyed
 7 Peas/Recording Agreement Amendment."
 8 What was the purpose of the amendment?
 9 A. I don't know. I would have to consult
 10 with Matt about this.
 11 Q. Well, did you read the document --
 12 MR. MCPHERSON: If you recall.
 13 BY MR. DICKIE:
 14 Q. -- before you signed it?
 15 A. I consulted with my -- my lawyer. I
 16 consult with my lawyer about -- about any document
 17 that I sign, about the language, because sometimes
 18 it's hard for me to understand legal language, so I
 19 have him explain it to me --
 20 Q. Do you see --
 21 A. -- in terms I can understand --
 22 Q. Sorry.
 23 A. -- in terms that I can understand,
 24 which I'm sure you can understand.
 25 Q. Do you see the -- in the salutation --

Page 222

1 in the address it lists a Mr. Fred Goldring, Esquire.
 2 Is he your lawyer? On the first page.
 3 MR. MCPHERSON: Her personal lawyer or
 4 the lawyer for the Peas, are you asking?
 5 MR. DICKIE: Well, I don't know.
 6 BY MR. DICKIE:
 7 Q. Is he a lawyer that works on your
 8 behalf?
 9 A. He is the attorney for The Black Eyed
 10 Peas.
 11 Q. And did you have occasion then to look
 12 at this document on or around the time it came in?
 13 A. I have no idea.
 14 Q. And do you know, given the date,
 15 whether this document addresses the advance for
 16 purposes of the album "The E.N.D."?
 17 MR. MCPHERSON: Objection; vague and
 18 ambiguous, lacks foundation.
 19 MS. CENAR: Objection; form,
 20 foundation.
 21 BY MR. DICKIE:
 22 Q. Well, do you know what an advance is,
 23 Ms. Ferguson?
 24 MR. MCPHERSON: Objection. That's
 25 foundational that there's one -- lacks foundation

Page 223

1 that there's one definition for "advance."
 2 BY MR. DICKIE:
 3 Q. Well, what do you understand in
 4 the context of the music business that an advance on
 5 royalties means in the context of working on a record
 6 album?
 7 A. I believe an advance is money paid up
 8 front in -- what was the rest of the question?
 9 MR. MCPHERSON: What is an advance?
 10 BY MR. DICKIE:
 11 Q. Just what was an advance.
 12 A. In the context of the music industry?
 13 MR. MCPHERSON: Yes.
 14 BY MR. DICKIE:
 15 Q. Yes.
 16 A. An advance is paid up front.
 17 Q. Do you see that in the paragraph
 18 numbered 1a -- or Number 1, it says "Second Album
 19 Advance"?
 20 A. Yes.
 21 Q. Then it says on or before March 1st,
 22 2009, the second album delivery date.
 23 Do you see that?
 24 A. Yes.
 25 Q. Is that a reference to the album, "The

Page 224

1 E.N.D."?
 2 MR. MCPHERSON: Objection;
 3 speculation.
 4 MS. CENAR: Objection; form.
 5 THE DEPONENT: I don't know the answer
 6 to that.
 7 BY MR. DICKIE:
 8 Q. Well, if you look at paragraph 1a, the
 9 second paragraph, beginning with the word
 10 "Provided..." --
 11 Do you see that?
 12 A. Yes.
 13 Q. Did The Black Eyed Peas receive an
 14 8 million dollar advance structured as set forth in
 15 this paragraph?
 16 MR. MCPHERSON: Objection; vague and
 17 ambiguous, lacks foundation.
 18 MS. CENAR: Objection; form and
 19 foundation.
 20 BY MR. DICKIE:
 21 Q. Am I correct that The Black Eyed Peas
 22 did receive an advance of some monies prior to the
 23 time that "The E.N.D." album was launched?
 24 MR. MCPHERSON: Objection; speculation
 25 as to the other Peas.

Page 225

1 MS. CENAR: Objection; form, and
 2 foundation.
 3 THE DEPONENT: I don't handle my
 4 finances personally. My accountant does, so he would
 5 know that information.
 6 BY MR. DICKIE:
 7 Q. A simple question, Ms. Ferguson, is:
 8 Do you understand that The Black Eyed Peas received
 9 an 8 million dollar advance for "The E.N.D." album?
 10 MR. MCPHERSON: Same objections.
 11 MS. CENAR: Same objections.
 12 THE DEPONENT: I don't know that.
 13 BY MR. DICKIE:
 14 Q. Is it your understanding that there
 15 was an advance -- an advance paid by Interscope to
 16 The Black Eyed Peas for "The E.N.D." album?
 17 A. I don't know that.
 18 Q. Nobody ever talked to you about
 19 whether there was going to be an advance on the album
 20 that was released under the title "The E.N.D."?
 21 A. Can you ask the question to me again,
 22 please?
 23 Q. Did anyone ever talk to you about the
 24 fact of an advance being paid by Interscope, or one
 25 of its subsidiaries, to The Black Eyed Peas for their

Page 226

1 work on delivering the album "The E.N.D."?
 2 A. I believe so.
 3 Q. Are you familiar with the concept of
 4 recoupment?
 5 A. Very little.
 6 Q. What do you understand "recoupment" to
 7 mean in the context of an advance?
 8 A. It's a little bit complex to me.
 9 Q. Well, just tell me what you
 10 understand, as best you can.
 11 A. Could you break it down into an easier
 12 question?
 13 Q. Well, is it your understanding that
 14 when you receive an advance from the record company,
 15 that the advance has to be paid back out of the
 16 proceeds of the sales at some point?
 17 MR. MCPHERSON: You're asking her in
 18 general or her experience?
 19 MR. DICKIE: I'm asking her in
 20 general.
 21 MR. MCPHERSON: Objection; calls for
 22 an expert opinion.
 23 MS. CENAR: Form.
 24 THE DEPONENT: I don't think I can
 25 answer that general of a question, being that I

Page 227

1 believe recoupment to be a very complex -- advances
 2 and recoupment to be a very complex thing.
 3 BY MR. DICKIE:
 4 Q. Who determines the recoupment for
 5 purposes of the album "The E.N.D."?
 6 MR. MCPHERSON: Objection; vague and
 7 ambiguous, calls for speculation, lacks foundation.
 8 THE DEPONENT: I don't know.
 9 BY MR. DICKIE:
 10 Q. Let me ask you to turn over, kindly,
 11 to page 2 of this exhibit.
 12 And let me direct your attention to
 13 the last sentence of the carryover paragraph, the one
 14 that begins:
 15 "For the avoidance of doubt,
 16 the Second Album Advance shall
 17 constitute an advance, for all
 18 purposes, under the Recording
 19 Agreement."
 20 Do you see that?
 21 A. Yes.
 22 Q. And the reference there to the words
 23 "recording agreement" refers to agreement -- strike
 24 that.
 25 Do you know what that refers to? What

Page 228

1 is the recording agreement?
 2 A. I don't know.
 3 Q. Is the recording agreement the
 4 agreement that we identified as Exhibit 23?
 5 MR. MCPHERSON: Objection; asked and
 6 answered.
 7 MS. CENAR: Form.
 8 MR. MCPHERSON: And this document
 9 speaks for itself.
 10 Clearly she has no independent
 11 knowledge of it other than what's written here.
 12 MR. DICKIE: Well, then she can say
 13 she has no knowledge.
 14 MR. MCPHERSON: But if she has --
 15 MR. DICKIE: She can still answer my
 16 question.
 17 THE DEPONENT: I don't know. I'm not
 18 sure.
 19 BY MR. DICKIE:
 20 Q. Now, if you look at the first full
 21 paragraph on page 2 that begins with the words:
 22 "All members of Artist hereby
 23 agree to be available on or before
 24 February 2nd, 2009 and, at such
 25 time, to perform in all photo

Page 229

1 shoots, video shoots and other
 2 scheduled publicity for promotion
 3 of the Second Album."
 4 As of February 2009, were The Black
 5 Eyed Peas promoting or being involved with any album
 6 other than "The E.N.D."?
 7 A. I'm sorry? I'm sorry.
 8 Q. You're sorry about what?
 9 A. I -- I was reading and I didn't hear
 10 the question.
 11 Q. You'd like me to repeat the question?
 12 A. Yes, please.
 13 Q. As of February of 2009, were The Black
 14 Eyed Peas working on or promoting any new album other
 15 than "The E.N.D."?
 16 MR. MCPHERSON: Objection; vague and
 17 ambiguous, compound, lacks foundation.
 18 MS. CENAR: Objection to form.
 19 THE DEPONENT: I don't know.
 20 BY MR. DICKIE:
 21 Q. Between July 23, 2008, and February
 22 2009, how many albums did The Black Eyed Peas release
 23 through Interscope?
 24 A. I can't recall.
 25 Q. When was "The Beginning" released?

Page 230

1 A. I don't recall.
 2 Q. Was it released before or after "The
 3 E.N.D."?
 4 A. "The Beginning"?
 5 Q. Yes.
 6 A. After "The E.N.D."
 7 Q. And other than the album "The E.N.D.,"
 8 did The Black Eyed Peas -- after coming out of the
 9 hiatus that took place sometime in 2005 or 2006, did
 10 The Black Eyed Peas release any other album besides
 11 "The E.N.D."?
 12 MR. MCPHERSON: Objection; vague and
 13 ambiguous.
 14 THE DEPONENT: As a group?
 15 BY MR. DICKIE:
 16 Q. The Black Eyed Peas, yes, group.
 17 A. Not that I know of.
 18 Q. Well, as you sit here and look at
 19 Exhibit 25, Ms. Ferguson, do you have any reason to
 20 believe that this document doesn't relate to the
 21 advance provided to The Black Eyed Peas by Interscope
 22 in connection with "The E.N.D."?
 23 MR. MCPHERSON: She just told you she
 24 has no idea what this refers to, so --
 25 MR. DICKIE: She can answer my

Page 231

1 question.
 2 MR. MCPHERSON: But it's not really a
 3 fair question to say "Do you have any reason to
 4 believe it doesn't refer to that" if she has no idea
 5 what it does refer to.
 6 MS. CENAR: Objection; form.
 7 MR. DICKIE: You made an objection.
 8 She can answer my question.
 9 MR. MCPHERSON: Do you know one way or
 10 another what it refers to?
 11 THE DEPONENT: What "what" refers to?
 12 MR. MCPHERSON: What this -- what
 13 album this document refers to, assuming it's talking
 14 about one.
 15 THE DEPONENT: I don't know what album
 16 the second album refers to.
 17 BY MR. DICKIE:
 18 Q. I understand that.
 19 That's why I asked you whether there
 20 were any albums that were produced and released by
 21 The Black Eyed Peas other than "The E.N.D." between
 22 July of 2008 and February of 2009.
 23 MR. MCPHERSON: And I'd like -- I'm
 24 sorry if your not done, but that lacks foundation
 25 that there was any album, including "The E.N.D.,"

Page 232

1 that was released between July of 2008 --
 2 MR. DICKIE: That's fine.
 3 MR. MCPHERSON: -- and February of
 4 2009. I don't believe there was.
 5 MS. CENAR: Objection; form,
 6 foundation.
 7 MR. DICKIE: Then she can answer.
 8 THE DEPONENT: What is the question?
 9 BY MR. DICKIE:
 10 Q. The question was: Was there any album
 11 released by The Black Eyed Peas between July of 2008
 12 and two-thousand -- February of 2009?
 13 MR. MCPHERSON: If you know.
 14 THE DEPONENT: Other than "The
 15 E.N.D."?
 16 MR. MCPHERSON: Well, he's not -- that
 17 question doesn't even represent that "The E.N.D." was
 18 released.
 19 MR. DICKIE: No, this is a different
 20 question. I broke it down.
 21 MR. MCPHERSON: He wants to know if
 22 there was any album released by the Peas between
 23 July of '08 and February of '09, if you recall.
 24 THE DEPONENT: I can't -- I don't
 25 recall. I'd have to look. I'd have to check.

Page 233

1 MR. MCPHERSON: That's fine. You
 2 don't --
 3 BY MR. DICKIE:
 4 Q. Between February of 2009 and the
 5 launch of the album "The E.N.D." in June of 2009,
 6 what other album was launched or released by The
 7 Black Eyed Peas in that period of time?
 8 MR. MCPHERSON: Objection;
 9 foundation.
 10 MS. CENAR: Objection to form.
 11 THE DEPONENT: None that I know of.
 12 MR. MCPHERSON: That's fine.
 13 MR. DICKIE: Thank you, Ms. Ferguson.
 14 I have no further questions at this
 15 time.
 16 MR. MCPHERSON: Thank you, Counsel.
 17 MR. DICKIE: But I do reserve based
 18 upon the colloquy that took place earlier.
 19 I'm adjourning the deposition sine die
 20 for the purpose of addressing the issue raised in the
 21 colloquy.
 22 And subject to that, I have no further
 23 questions. So I want to make it clear that I intend
 24 to pursue that issue.
 25 MS. CENAR: We have -- we intend to

Page 234

1 pursue it, too.
 2 But can we have the stipulation that
 3 this witness can sign before any notary?
 4 And the witness is going to read and
 5 sign?
 6 DEPOSITION OFFICER: She will
 7 sign that she read it.
 8 MS. CENAR: Okay.
 9 DEPOSITION OFFICER: The first thing
 10 that she will --
 11 MS. CENAR: That is it.
 12 THE VIDEOGRAPHER: This is the end of
 13 Media Number Five in the deposition of Stacy Ferguson
 14 in the matter of "Bryan Pringle v. William Adams, et
 15 al."
 16 The master tapes of today's testimony
 17 will remain in the custody of Tracy Fox & Associates.
 18 We are now going off the record. The
 19 time is 6:30 p.m.
 20 MS. CENAR: Oh. Wait, wait, wait,
 21 wait.
 22 Before we go off the record -- I'm
 23 sorry.
 24 We were going put on the record about
 25 this disk from Mr. Adams' deposition that Mr. Dickie

Page 235

1 took home with him last night; and just that we're
 2 going to document that so that we can secure it gets
 3 back in the court reporter's possession.
 4 MR. DICKIE: Sure.
 5 But the document -- I didn't take it
 6 home last night. I took it home after Mr. Adams.
 7 It was the CD that you delivered to me
 8 that morning and we are in the process of trying to
 9 have it copied.
 10 MS. CENAR: I have copies for you, and
 11 I had copies for you here at the office for you to
 12 take.
 13 MR. DICKIE: Well, if you had given me
 14 the copy, Ms. Cenar --
 15 MS. CENAR: But that isn't the --
 16 MR. DICKIE: -- we wouldn't have to
 17 have this colloquy, but you didn't do that. So the
 18 only available copy was the one which was handed to
 19 me by you.
 20 MS. CENAR: I -- it was marked as a
 21 physical exhibit.
 22 MR. DICKIE: I don't care whether it
 23 was marked. It was the only copy I was given.
 24 MS. CENAR: Well, that's untrue,
 25 but --

Page 236

1 MR. DICKIE: It's not untrue. You
 2 didn't give me another copy.
 3 MS. CENAR: It is the only copy that
 4 is marked as a physical exhibit to the deposition of
 5 Mr. Adams.
 6 And I would like to know where its
 7 existence is right now.
 8 MR. DICKIE: It's with -- in my
 9 possession where it has been because it was given to
 10 me. It has not been copied. It's in the folder --
 11 the little jacket that you gave to me.
 12 MS. CENAR: Okay. And will it be
 13 returned to the court reporter?
 14 MR. DICKIE: Well, of course it will
 15 be returned to the court reporter. What a ridiculous
 16 question. It is sophomoric to say that.
 17 MS. CENAR: Just making the record
 18 because --
 19 MR. DICKIE: You can make whatever
 20 record you want.
 21 MS. CENAR: -- we spent about an hour
 22 looking for it today, not knowing that you had it in
 23 your possession.
 24 MR. DICKIE: Please.
 25 MS. CENAR: And the court reporter

Page 237

1 didn't know where the disk was.
 2 MR. DICKIE: Of course, because it was
 3 given to me.
 4 Ms. Ferguson, thank you.
 5 THE VIDEOGRAPHER: This now concludes
 6 this videotaped deposition of Stacy Ferguson.
 7 We are now going off the record. The
 8 time is 6:31 p.m.
 9
 10 * * *
 11 (WHEREUPON, AT 6:31 P.M., THE
 12 DEPOSITION PROCEEDINGS WERE ADJOURNED.)
 13 ---o0o---
 14
 15
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Page 238

1
2 ---o0o---
3
4 DEPONENT'S SIGNATURE
5
6 Please be advised I, _____,
7 have read the foregoing deposition pages _____
8 through _____, inclusive. I hereby state
9 there are:
10
11 (CHECK ONE):
12 _____ NO CORRECTIONS.
13 _____ CORRECTIONS PER ATTACHED.
14
15
16 _____
17 (SIGNATURE OF THE DEPONENT)
18 ---o0o---
19
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21
22
23
24
25

Page 239

1 DEPONENT'S CHANGES OR CORRECTIONS
2 NOTE: If you are adding to your testimony, print the
3 exact words you want to add. If you are deleting
4 from your testimony, print the exact words you want
5 to delete. Specify with "Add" or "Delete" and sign
6 this form.
7 DEPOSITION OF: STACY A. FERGUSON
8 CASE TITLE: PRINGLE vs. WILLIAM ADAMS, et al.
9 DATE OF DEPOSITION: WEDNESDAY, JULY 27, 2011
10 I, _____,
11 have the following corrections to make to my
12 deposition:
13 PAGE LINE CHANGE/ADD/DELETE
14 _____
15 _____
16 _____
17 _____
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Page 240

1 ERRATA SHEET (CONTINUED):
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4 PAGE LINE CHANGE/ADD/DELETE
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Page 241

1 STATE OF CALIFORNIA)
2)SS
3 COUNTY OF LOS ANGELES)
4 I, TRACY M. FOX, CERTIFIED SHORTHAND
5 REPORTER, CERTIFICATE NUMBER 10449, FOR THE
6 STATE OF CALIFORNIA, HEREBY CERTIFY:
7 THE FORGOING PROCEEDINGS WERE TAKEN
8 BEFORE ME AT THE TIME AND PLACE THEREIN
9 SET FORTH, AT WHICH TIME THE DEPONENT WAS PLACED
10 UNDER OATH BY ME;
11 THE TESTIMONY OF THE DEPONENT AND ALL
12 OBJECTIONS MADE AT THE TIME OF THE EXAMINATION
13 WERE RECORDED STENOGRAPHICALLY BY ME AND WERE
14 THEREAFTER TRANSCRIBED;
15 THE FOREGOING TRANSCRIPT IS A TRUE AND
16 CORRECT TRANSCRIPT OF MY SHORTHAND NOTES SO TAKEN;
17 I FURTHER CERTIFY THAT I AM NEITHER COUNSEL
18 FOR NOR RELATED TO ANY PARTY TO SAID ACTION,
19 NOR IN ANY WAY INTERESTED IN THE OUTCOME THEREOF.
20 IN DEPONENT WHEREOF, I HAVE HEREUNTO SUBSCRIBED
21 MY NAME THIS 2ND DAY OF AUGUST, 2011.
22
23
24 _____
25 TRACY FOX, C.S.R. No. 10449
CERTIFIED SHORTHAND REPORTER