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August 30, 2010

peas

Via Email/PDF

Kara Cenar  
Bryan Cave  
161 North Clark Street  
Chicago, IL 60601

**Re: *Bryan Pringle v. The Black Eyed Peas, et. al.***

Dear Kara:

This letter sets forth the legal and factual basis for Mr. Pringle's claim, necessitated by many of the things communicated to us by you in the course of our discussions as to this matter. It also is a settlement demand which our client instructed us to give to you and the other pertinent parties. As mentioned below, the settlement demand is a reflection of only the views of the client and his instructions to us as to how to proceed at this point in time. It has absolutely no connection or relationship to any aspect of the Batts/Mohr claim, or to any discussion or communication we have had regarding them.

As mentioned to you, our co-counsel on this matter, is Dean A. Dickie, a senior litigation partner at Miller Canfield. Dean and his law firm independently reviewed the entirety of our files with respect to the client's claims and your assertions made over time, and they have reached the same conclusions and have the same views that we have on these matters. Dean views this claim as having a very high likelihood of success. One of the first orders of business if we are forced to file the lawsuit will likely be the filing of a motion for preliminary injunction, which will be heard on an expedited basis, to prohibit the sale or performance of "I Gotta Feeling" until the case is resolved, and seeking the imposition of a constructive trust on all domestic and international revenues stemming from the song, for the purpose of accounting for and securing monies that may be owed to our client as the result of a potential judgment.

I told you that if we did not settle this matter soon, I would bring in other counsel. Since this has already drawn out longer than it should have, like with the other matter, I have done that, and have chosen a highly experienced and successful trial lawyer and well-established reputable law firm to associate with. We may bring in a third law firm, whose home office would be the location of where the suit will be filed, whether that is New York or Los Angeles.

## II. The Value of Mr. Pringle's Claim

We believe that Mr. Pringle's claim has a value largely in excess of \$25 million, not including future royalties. "I Gotta Feeling" is a Grammy-Award winning single, with record-breaking international financial success. It is the first song ever to surpass 6 million digital downloads in the U.S., and one million downloads in the U.K. *The E.N.D* album, which "I Gotta Feeling" (and "Boom Boom Pow") was primarily responsible for selling, has spent 59 weeks on the Billboard 200 chart, and sold well over 7 million copies worldwide. It is an iconic song that has won international acclaim and, with the song "Boom Boom Pow," put the Black-Eyed Peas in the position they are now enjoy in the music world. As you would expect, we have consulted with our own music business consultants.

In addition to the financial success of "I Gotta Feeling," there are other factors which your clients and the other Defendants should take into consideration when determining the value of this claim:

- If you do not settle this case, the Batts/Mohr claim will appropriately be referenced in Mr. Pringle's Complaint in the allegations regarding a pattern and practice of intentional copyright infringement engaged in by your clients and the other soon to be defendants. The issue of your clients' pattern and practice of infringement is not only relevant but material, and there is established case law that history of prior copyright actions against a party can be used as evidence of willful infringement. So, if the Batts and Mohr suit is filed, it will and should rightly reference the "I Gotta Feeling" situation, and vice versa.
- Discovery in this case relative to the existing claims is expected to produce evidence giving rise to a fraud claim as to Mr. Pringle and other songwriters similarly situated, in which case we would seek on a separate basis to recover attorney's fees and punitive damages.
- If it is later determined by a jury that your clients did infringe on Mr. Pringle's copyright when they wrote "I Gotta Feeling," they will be required to relinquish their Grammy awards for that song, among other things, for obvious reasons, as well as pay attorney's fees for the willful infringement.
- A settlement will spare your clients, and of course our client, the risk, time, and expense in being involved with a hard-fought litigation, discovery and trial. Because the case raises issues and concerns of public interest that seriously affects the music industry as a whole, and consumers in particular, there will be public aspects of the case that we all may have no control over. This is not in any way a threat, as you like to say, but a statement of obvious reality and everyone should be well advised to understand this.
- "I Gotta Feeling" is the primary reason behind the success of *The E.N.D.* album (along with "Boom Boom Pow"), as it was the second single released from the album, and the biggest song your clients have ever had. If this song is the result of copyright infringement, our clients would be entitled to a substantial portion of the proceeds from the sale of the album.

- If the cases are indeed filed, there exists a great potential for class action lawsuits to be filed, whether fraud claims on behalf of consumers who purchased *The E.N.D.* album and/or individual songs; a fraud and breach of contract action on behalf of Interscope's and Universal's other artists; or claims by third parties who were knowingly sold music based on fraudulent licenses and were thereby exposed to additional claims by their own end-users. These are legitimate examples of consumer fraud and deceptive trade practices claims, unlike the hollow and unfounded threats you have tried to make against my clients. These are not threats, of course, but naturally flowing litigation consequences from this particular fact pattern, obvious to any lawyer, that neither side here should want to have to deal with.

### III. Settlement Demand

We have been instructed to pass on the client's formal settlement demand of twelve million four hundred twenty-thousand dollars (\$12,420,000.00), and twenty four point two percent (24.2%) of all future songwriting and publishing royalties from "I Gotta Feeling," without a song-writing credit, in exchange for a full settlement of all claims.

Mr. Pringle has his own outlook as to how these settlement discussions should continue as to him and his claim, and he is beyond having simply lost patience with the process. The number comes directly from him, and he fully understands that it is far below the actual value of his claim, now and certainly in the future. Nonetheless, his decision is to make a one time, take-it-or-leave-it demand. That was his instruction to us and that is what this part of the letter is.

### IV. Other Potential Claims or Assertions

Mr. Pringle instructed us to bring to your attention the fact that there are other songs, besides "I Gotta Feeling," that may contain the guitar twang sequence, those being David Guetta's song "Love is Gone" (in which the tempo on the guitar twang was sped up), as well as in the Black Eyed Peas' song "Missing You" (in which the tempo of the guitar twang was slowed down).

Mr. Pringle additionally asserts, that the Black Eyed Peas and/or Will.I.Am used many of his other songs contained on the demos he submitted to Interscope, as "road maps" to create several of their songs. While these may or may not, rise to the level of substantial similarity, Mr. Pringle feels that once the public-at-large and/or a jury, hears the side-by-side comparisons of these songs, that they too will be overwhelmingly convinced that the Black Eyed Peas clearly and underhandedly took advantage of Mr. Pringle, substantially profited from his creative efforts and talent, and stole musical compositions from him to construct multiple songs on *The E.N.D.* album and the *Songs About Girls* album.

Mr. Pringle asserts that the following songs, all of which were contained on the demo CDs that he submitted to Interscope and other record labels throughout the last ten years, were used to by the Black Eyed Peas to create the following songs on *The E.N.D.* album:

1. Pringle's song "King For A Day" was used to create "Meet Me Halfway;"

2. Pringle's song "7 Seconds" was used to create "Missing You;"
3. Pringle's song "Broken Wing" was used to create "Imma Be;"
4. Pringle's song "Cruellest Joke" was used to create "Alive;" and
5. Pringle's song "Breathe" was used to create "Now Generation."

Mr. Pringle also claims that the following songs were used by Will.I.Am to create the following songs on his solo album, *Songs About Girls*:

1. Pringle's song "Too Young To Drown" was used to create "Fantastic;"
2. Pringle's song "Faith" was used to create "Get The Money;"
3. Pringle's song "Never Say Goodbye" was used to create "Invisible;"
4. Pringle's song "Sweet 16" was used to create "Make It Funky;"
5. Pringle's song "Ragdoll" was used to create "I Am Over;" and
6. Pringle's song "1952" was used to create "One More Chance."

If Mr. Pringle's settlement demand is accepted, he will waive any and all claims that he may have for the above-mentioned songs.

#### V. Moving Forward Toward a Settlement or Filing Suit

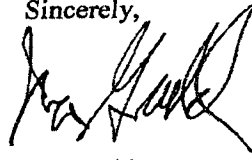
We would respectfully request that you, your clients and the other pertinent and proposed defendants either accept or reject this settlement demand on or before September 6, 2010. If we reach a settlement, there would be a mutual general release and confidentiality agreement regarding "I Gotta Feeling" and all of the aforementioned songs, Mr. Pringle would agree never to publish, release or otherwise distribute the dance version, or any other version, of "Take a Dive," and other terms and conditions will no doubt be included. In addition, your clients and the other Defendants would also have to agree not to demean, harass, or otherwise "black list" our client as he continues to pursue his music career.

If we do not settle Mr. Pringle's claim, we will proceed to file a lawsuit and, among other things, likely seek a preliminary injunction, immediately upon expiration of the 7 day time limit (September 6, 2010). Your clients, and the other Defendants, have had plenty of time to contemplate the issues surrounding this claim, they all know the true facts, and we have been especially reasonable and diligent in responding to all of your questions and concerns, so we ask that you now do the same.

We reiterate – we want to settle the case, but it has to be a fair business settlement. If we can't settle, then we will be just as eager to litigate the case to conclusion.

We are copying all pertinent counsel on this letter, as its importance requires this. We also ask that you furnish it to any other lawyer or entity that is relevant to the claim and will be, or likely will be, involved in the suit, including Jimmy Iovine.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ira Gould', written in a cursive style.

Ira Gould

Cc: Dean A. Dickie  
Ed McPherson  
Linda Burrow  
Thomas McGarry