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8 Attorneys for Defendants and Counterclaim-Plaintiffs  
 BEASTIE BOYS, ADAM HOROVITZ and BROOKLYN DUST  
 9 MUSIC; and Counterclaim-Plaintiffs MICHAEL DIAMOND and  
 DECHEN YAUCH, executor of the estate of ADAM YAUCH

10 UNITED STATES DISTRICT COURT  
 11 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

13 GOLDIEBLOX, INC.,  
 Plaintiff,

14 v.

15 ISLAND DEF JAM MUSIC GROUP, A DIV.  
 16 OF UMG RECORDINGS, INC.;  
 BROOKLYN DUST MUSIC; BEASTIE  
 17 BOYS; SONY/ATV MUSIC PUBLISHING  
 GROUP LLC; UNIVERSAL MUSIC  
 18 PUBLISHING, INC.; RICK RUBIN; AND  
 ADAM HOROVITZ,  
 19 Defendants.

20 BEASTIE BOYS, a New York partnership;  
 21 MICHAEL DIAMOND, an individual;  
 ADAM HOROVITZ, an individual; DECHEN  
 22 YAUCH, as executor of the estate of ADAM  
 YAUCH, deceased; and MICHAEL  
 23 DIAMOND, ADAM HOROVITZ, and  
 DECHEN YAUCH, as executor of the estate  
 24 of ADAM YAUCH, collectively d/b/a  
 BROOKLYN DUST MUSIC,  
 25 Counterclaim-Plaintiffs,

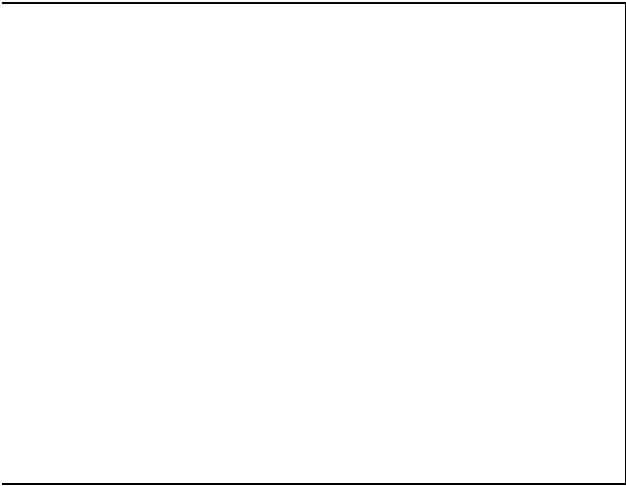
26 v.

27 GOLDIEBLOX, INC.,  
 Counterclaim-Defendant.

Case No. 4:13-CV-05428-DMR

- (1) **ANSWER, WITH AFFIRMATIVE DEFENSES;**
- (2) **FIRST AMENDED COUNTERCLAIMS FOR:**
  - (a) **COPYRIGHT INFRINGEMENT [17 U.S.C. §§ 501, et seq.];**
  - (b) **INFRINGEMENT OF REGISTERED TRADEMARK [15 U.S.C. § 1114(a)];**
  - (c) **TRADEMARK INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, PASSING OFF, FALSE ADVERTISING, FALSE ENDORSEMENT, AND UNFAIR COMPETITION [15 U.S.C. § 1125(a)];**
  - (d) **TRADEMARK INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, PASSING OFF, FALSE ADVERTISING, FALSE ENDORSEMENT, AND UNFAIR COMPETITION [California Common Law];**

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- (e) **UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN AND FALSE ADVERTISING [Cal. Bus. & Prof. Code §§ 17200 and 17500, et seq.];**
- (f) **MISAPPROPRIATION OF RIGHT OF PUBLICITY [California Common Law];**
- (g) **AN ACCOUNTING;**
- (3) **DEMAND FOR JURY TRIAL.**

For their Answer to the Complaint by GoldieBlox, Inc. (“**Plaintiff**”), Defendants Brooklyn Dust Music, Beastie Boys and Adam Horovitz (collectively, the “**Beastie Boys Defendants**”) admit, deny, and aver as follows:

**I.**

**ANSWER OF THE BEASTIE BOYS DEFENDANTS**

1. Paragraph 1 of the Complaint includes a number of legal conclusions to which no response is required. The Beastie Boys Defendants otherwise deny all other allegations contained in Paragraph 1 of the Complaint.

2. Paragraph 2 of the Complaint includes a number of legal conclusions to which no response is required. The Beastie Boys Defendants otherwise deny all other allegations contained in Paragraph 2 of the Complaint.

3. The Beastie Boys Defendants admit that their position is that the video advertisement posted on Plaintiff’s website and other video sharing websites featuring the Beastie Boys’ song “Girls” (the “**GoldieBlox Advertisement**”) constitutes copyright infringement and is not fair use. The Beastie Boys Defendants otherwise deny all other allegations contained in Paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint is exclusively composed of legal conclusions to which no response is required. To the extent an answer is required, the Beastie Boys Defendants deny the allegations.

1           5.       The Beastie Boys Defendants deny knowledge or information sufficient to form a  
2 belief concerning the truth of the allegations contained in Paragraph 5 of the Complaint.

3           6.       The Beastie Boys Defendants deny knowledge or information sufficient to form a  
4 belief concerning the truth of the allegations contained in Paragraph 6 of the Complaint.

5           7.       The Beastie Boys Defendants deny the allegations contained in Paragraph 7 of the  
6 Complaint.

7           8.       The Beastie Boys Defendants deny the allegations contained in Paragraph 8 of the  
8 Complaint.

9           9.       The Beastie Boys Defendants deny knowledge or information sufficient to form a  
10 belief concerning the truth of the allegations contained in Paragraph 9 of the Complaint.

11          10.       The Beastie Boys Defendants deny knowledge or information sufficient to form a  
12 belief concerning the truth of the allegations contained in Paragraph 10 of the Complaint.

13          11.       The Beastie Boys Defendants deny knowledge or information sufficient to form a  
14 belief concerning the truth of the allegations contained in Paragraph 11 of the Complaint.

15          12.       The Beastie Boys Defendants admit the allegations in Paragraph 12 of the Complaint.

16          13.       Paragraph 13 of the Complaint is exclusively composed of legal conclusions to which  
17 no response is required. To the extent an answer is required, the Beastie Boys Defendants deny the  
18 allegations.

19          14.       Paragraph 14 of the Complaint includes a number of legal conclusions to which no  
20 response is required. The Beastie Boys Defendants otherwise deny all other allegations contained in  
21 Paragraph 14 of the Complaint.

22          15.       Paragraph 15 of the Complaint is exclusively composed of legal conclusions to which  
23 no response is required. To the extent an answer is required, the Beastie Boys Defendants deny the  
24 allegations.

25          16.       The Beastie Boys Defendants deny knowledge or information sufficient to form a  
26 belief concerning the truth of the allegations contained in Paragraph 16 of the Complaint.

27          17.       The Beastie Boys Defendants deny knowledge or information sufficient to form a  
28 belief concerning the truth of the allegations contained in Paragraph 17 of the Complaint, and, to the

1 extent Paragraph 17 of the Complaint describes the contents of the GoldieBlox Advertisement or  
2 other advertisements produced by Plaintiff, the Beastie Boys Defendants respectfully refer the Court  
3 thereto.

4 18. The Beastie Boys Defendants deny the allegations contained in Paragraph 18 of the  
5 Complaint, and, to the extent Paragraph 18 describes the contents of the GoldieBlox Advertisement  
6 or the song “Girls” itself, the Beastie Boys Defendants respectfully refer the Court thereto.

7 19. The Beastie Boys Defendants deny knowledge or information sufficient to form a  
8 belief concerning the truth of the allegations contained in Paragraph 19 of the Complaint, and, to the  
9 extent Paragraph 19 of the Complaint describes the contents of the GoldieBlox Advertisement or the  
10 song “Girls” itself, the Beastie Boys Defendants respectfully refer the Court thereto.

11 20. The Beastie Boys Defendants deny the allegations contained in Paragraph 20 of the  
12 Complaint.

13 21. The Beastie Boys Defendants deny the allegations contained in Paragraph 21 of the  
14 Complaint.

15 22. The Beastie Boys Defendants repeat and reallege their responses to Paragraphs 1  
16 through 21 of the Complaint as though fully set forth herein.

17 23. Paragraph 23 of the Complaint is exclusively composed of legal conclusions to which  
18 no response is required. To the extent an answer is required, the Beastie Boys Defendants deny the  
19 allegations.

20 24. Paragraph 24 of the Complaint is exclusively composed of legal conclusions to which  
21 no response is required. To the extent an answer is required, the Beastie Boys Defendants deny the  
22 allegations.

23 25. The Beastie Boys Defendants repeat and reallege their responses to Paragraphs 1  
24 through 24 of the Complaint as though fully set forth herein.

25 26. Paragraph 26 of the Complaint is exclusively composed of legal conclusions to which  
26 no response is required. To the extent an answer is required, the Beastie Boys Defendants deny the  
27 allegations.

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1 States 17 U.S.C. §§ 101, *et seq.*, 15 U.S.C. §§ 1051, *et seq.*, California common law and California  
2 statutory law.

3 2. This Court has subject matter jurisdiction under 28 U.S.C. § 1338(a) and (b), under  
4 the Copyright Laws of the United States, 17 U.S.C. §§ 101, *et seq.*, and the Lanham Act, 15 U.S.C.  
5 §§ 1051, *et seq.*, as well as under 28 U.S.C. §§ 1331 and 1367(a).

6 3. Venue in this district is proper under 28 U.S.C. §§ 1400 and 1391(b)(1) and (b)(2).

7 **The Parties**

8 4. Counterclaim-Plaintiff Adam Horovitz, professionally known as “Ad-Rock”  
9 (“**Horovitz**”), is an individual who resides in New York, New York.

10 5. Counterclaim-Plaintiff Michael Diamond, professionally known as “Mike D”  
11 (“**Diamond**”), is an individual who resides in Brooklyn, New York.

12 6. Counterclaim-Plaintiff Dechen Yauch is the executor of the estate of Adam Yauch,  
13 the deceased Beastie Boys member, professionally known as “MCA,” who resided in New York,  
14 New York (“**Yauch**”).

15 7. Counterclaim-Plaintiff Beastie Boys is a New York Partnership, with its principal  
16 place of business in New York, New York, and is the business entity which owns or controls, *inter*  
17 *alia*, the performances, sound recording copyrights, trademarks and rights of publicity of Horovitz,  
18 Diamond and Yauch, including their performances, sound recording copyrights, trademarks and  
19 rights of publicity as the composing, recording and performing group Beastie Boys.

20 8. Counterclaim-Plaintiff Brooklyn Dust Music (“**Brooklyn Dust**”) is the business  
21 name under which Horovitz, Diamond and Yauch have done and currently do business  
22 administering copyrights in the musical compositions authored by any or all of Horovitz, Diamond  
23 and Yauch, with its principal place of business in New York, New York.

24 9. Brooklyn Dust is co-owner of the copyright to the musical composition “Girls,”  
25 which has been registered with the United States Copyright Office, Registration No. PA0000344518  
26 (the “**Copyrighted Work**”).

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1           18.     The “Beastie Boys” name and identity is readily associated with Horovitz, Diamond  
2 and Yauch, both individually and collectively and have come to signify the musical, artistic, and  
3 other creations by Horovitz, Diamond and Yauch individually, as well as collectively under the  
4 name “Beastie Boys,” and to identify each of them as individual members of the recording and  
5 performing group Beastie Boys.

6           19.     The Beastie Boys Parties are the owners of the common law and registered trademark  
7 BEASTIE BOYS® for use with, among other things, musical sound recordings and video  
8 recordings featuring musical performances. The BEASTIE BOYS® mark is registered with the  
9 United States Patent & Trademark Office as U.S. Reg. No. 4,197,406, and has been in continuous  
10 use since 1982. That registration is valid and subsisting under 15 U.S.C. §§ 1051, *et seq.*

11           20.     The GoldieBlox Advertisement is of a commercial nature and used the Copyrighted  
12 Work and the BEASTIE BOYS® mark to advertise GoldieBlox’s products, without any of the  
13 Beastie Boys Parties’ consent or authorization.

14           21.     The GoldieBlox Advertisement featured the Beastie Boys musical composition  
15 “Girls” with lyrics modified to become a “jingle” to sell GoldieBlox’s products.

16           22.     The GoldieBlox Advertisement promptly became a viral hit on the internet, garnering  
17 over 8 million views on Youtube.com alone in just ten days. The GoldieBlox Advertisement also  
18 received massive coverage in the press, which primarily focused on its apparently, but not in fact,  
19 approved use of the Beastie Boys’ song.

20           23.     Upon information and belief, the publishing of the GoldieBlox Advertisement  
21 directly coincided with and directly resulted in a massive increase in the sales of GoldieBlox’s  
22 products.

23           24.     Upon information and belief, the publishing of the GoldieBlox Advertisement and  
24 GoldieBlox’s marketing strategy of infringing upon the Copyrighted Work directly resulted in the  
25 company’s product line being featured as one of the most popular toy lines for the 2013 holiday  
26 season on the internet shopping website Amazon.com.

27           25.     Upon information and belief, on or about November 20, 2013, a representative from  
28 an advertising agency contacted Universal Music Publishing Group (the administrator of Brooklyn



1 Dust's and Horovitz's copyrights in the Copyrighted Work) to ascertain whether GoldieBlox had  
2 obtained a license from the Beastie Boys Parties and their publisher or their administrator for the use  
3 of the underlying song "Girls" in the GoldieBlox Advertisement. Upon information and belief, the  
4 request was made because the advertising agency was in the process of submitting the GoldieBlox  
5 Advertisement to a competition, sponsored by Intuit Inc., to win a 30-second television commercial  
6 spot during the 2014 Super Bowl.

7 26. On November 21, 2013, counsel for the Beastie Boys Parties contacted counsel for  
8 GoldieBlox to inquire about the company's use of the Beastie Boys song in the GoldieBlox  
9 Advertisement.

10 27. On that very same day, GoldieBlox filed this action seeking declaratory and  
11 injunctive relief.

12 28. Upon information and belief, GoldieBlox achieved and continues to achieve  
13 additional publicity, press coverage, and, upon information and belief, greater sales of its products,  
14 as a direct result of the Beastie Boys' perceived affiliation with the GoldieBlox Advertisement.

15 29. Unfortunately, rather than developing an original advertising campaign to inspire its  
16 customers to create and innovate, GoldieBlox has instead developed an advertising campaign that  
17 condones and encourages stealing from others. Accordingly, the Beastie Boys Parties assert the  
18 following counterclaims.

19 **FIRST COUNTERCLAIM FOR RELIEF**

20 **[Copyright Infringement, 17 U.S.C. §§ 501, *et seq.*]**

21 30. The Beastie Boys Parties repeat and reallege the allegations contained in paragraphs  
22 1 through 29 of these Counterclaims as though fully set forth herein.

23 31. GoldieBlox's unauthorized reproduction of, preparation of a derivative work based  
24 upon, distribution to the public of, and public performance of Brooklyn Dust's copyrighted musical  
25 composition "Girls" in the GoldieBlox Advertisement infringes Brooklyn Dust's exclusive rights  
26 granted by the Copyright Act, 17 U.S.C. §§ 101, *et seq.*

27 32. Each unauthorized reproduction, derivative work, distribution to the public, and  
28 public performance of Beastie Boys' copyrighted musical composition constitutes an individual act

1 of infringement of Brooklyn Dust’s exclusive rights under the Copyright Act, 17 U.S.C. §§ 501, *et*  
2 *seq.*

3 33. GoldieBlox’s conduct has been intentional and willful.

4 34. As a result of GoldieBlox’s conduct, the Beastie Boys Parties have suffered and will  
5 continue to suffer injury in an amount not presently known. The Beastie Boys Parties are entitled to  
6 recover from GoldieBlox the damages and lost profits they have sustained as a result of  
7 GoldieBlox’s unlawful acts of copyright infringement and to recover from GoldieBlox the gains,  
8 profits, and advantages GoldieBlox has obtained as a result of the wrongful conduct alleged herein,  
9 or, at their election, an award of statutory damages, pursuant to 17 U.S.C. § 504.

10 35. The Beastie Boys Parties have no adequate remedy at law. Unless GoldieBlox is  
11 permanently enjoined from committing the unlawful acts of copyright infringement as set forth  
12 above, the Beastie Boys Parties will continue to suffer irreparable harm.

13 **SECOND COUNTERCLAIM FOR RELIEF**

14 **[Infringement Of Registered Trademark, 15 U.S.C. §§ 1114(1)(a)]**

15 36. The Beastie Boys Parties repeat and reallege the allegations contained in paragraphs  
16 1 through 35 of these Counterclaims as though fully set forth herein.

17 37. GoldieBlox has used the federally registered BEASTIE BOYS® mark in commerce  
18 with the GoldieBlox Advertisement and in connection with the sale of GoldieBlox’s products,  
19 without the Beastie Boys Parties’ consent or authorization. The Beastie Boys Parties own the  
20 exclusive right to use the BEASTIE BOYS® mark in connection with musical sound recordings and  
21 video recordings featuring musical performances, as well as other goods and services. GoldieBlox  
22 has used the BEASTIE BOYS® mark in furtherance of its scheme aimed at: (a) causing confusion  
23 and mistake and misleading and deceiving the public into believing that GoldieBlox’s goods and  
24 services are associated with or authorized by the Beastie Boys Parties; and (b) misappropriating  
25 property and monies and obtaining profits, benefits, and advantages belonging to the Beastie Boys  
26 Parties, for GoldieBlox’s own unlawful purposes and benefit. The BEASTIE BOYS® mark is  
27 strong and unique, inherently distinctive, famous, and protectable without proof of secondary  
28 meaning.

1           38.     The Beastie Boys Parties have invested decades of time and effort in creating  
2 consumer recognition of the BEASTIE BOYS® mark and to ensure that the public, not only in the  
3 United States but throughout the world, associates that mark with their integrity and their distinctive  
4 music and performing style, as well as with the services provided and products designed or created  
5 by the Beastie Boys.

6           39.     As a result of the wide renown acquired by the BEASTIE BOYS® mark, the Beastie  
7 Boys’ worldwide reputation for its integrity, distinctive music and performing style, as well as with  
8 the services provided and products designed or created by the Beastie Boys, and the wide  
9 geographic distribution and extensive sale of various Beastie Boys’ products distributed under the  
10 BEASTIE BOYS® mark, that mark has acquired significant secondary meaning and fame in the  
11 minds of the purchasing public. The purchasing public immediately identifies the goods and  
12 services offered under the BEASTIE BOYS® mark with a single source. Therefore, the BEASTIE  
13 BOYS® mark, and the goodwill associated therewith, are of inestimable value to the Beastie Boys  
14 Parties.

15           40.     Upon information and belief, GoldieBlox’s unauthorized use of the BEASTIE  
16 BOYS® mark has caused confusion and mistake and has mislead and deceived the public into  
17 believing that GoldieBlox’s goods and services are associated with or authorized by the Beastie  
18 Boys Parties, when in fact they are not.

19           41.     GoldieBlox’s use of the BEASTIE BOYS® mark in interstate commerce constitutes  
20 trademark infringement in violation of Section 32(a) of the Lanham Act, 15 U.S.C. § 1114(1)(a).

21           42.     Upon information and belief, GoldieBlox committed these acts of infringement with  
22 the intent of causing confusion and mistake and of misleading and deceiving the public into  
23 believing that the Beastie Boys Parties’ goods and services are associated with or authorized by  
24 GoldieBlox.

25           43.     Upon information and belief, GoldieBlox, in engaging in the conduct described  
26 herein, willfully intended to trade on the reputation of the BEASTIE BOYS® mark, and to cause  
27 injury to the Beastie Boys Parties.  
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1 designate the origin of its goods and services, (c) pass off GoldieBlox's goods and services as  
2 originating with or authorized by the Beastie Boys Parties, (d) falsely advertise GoldieBlox's goods  
3 and services, (e) falsely mislead and deceive the public into believing that the Beastie Boys Parties  
4 had endorsed GoldieBlox's goods and services, (f) commit unfair competition, and (g) cause injury  
5 to the Beastie Boys Parties.

6 52. As a direct and proximate result of GoldieBlox's unlawful acts as described herein,  
7 the Beastie Boys Parties have suffered injury to their business, goodwill, and property, in an amount  
8 to be determined at trial. The Beastie Boys Parties are further entitled to recover from GoldieBlox  
9 the gains, profits, and advantages that GoldieBlox has obtained as a result of the wrongful conduct  
10 alleged herein.

11 53. The Beastie Boys Parties have no adequate remedy at law. Unless GoldieBlox is  
12 permanently enjoined from committing the unlawful acts as set forth above, the Beastie Boys Parties  
13 will continue to suffer irreparable harm.

14 54. Upon information and belief, GoldieBlox committed the acts as herein alleged  
15 willfully, maliciously and oppressively with a willful disregard of the harm that would be suffered  
16 by the Beastie Boys Parties. The Beastie Boys Parties therefore are further entitled to an award of  
17 enhanced damages and to recover their attorneys' fees pursuant to 15 U.S.C. § 1117.

18 **FOURTH COUNTERCLAIM FOR RELIEF**

19 **[Trademark Infringement, False Designation Of Origin, Passing Off, False Advertising, False**  
20 **Endorsement, And Unfair Competition Under California Common Law]**

21 55. The Beastie Boys Parties repeat and reallege the allegations contained in paragraphs  
22 1 through 54 of these Counterclaims as though fully set forth herein.

23 56. GoldieBlox has used the BEASTIE BOYS® mark as alleged in paragraphs 37-43,  
24 above.

25 57. GoldieBlox's unauthorized use of the BEASTIE BOYS® mark and other non-  
26 copyright infringement acts as alleged above in paragraphs 11-29, 37-43, and 48-51 constitute  
27 trademark infringement, false designation of origin, passing off, false advertising, false  
28 endorsement, and unfair competition in violation of California common law.



1           64.     GoldieBlox has used the BEASTIE BOYS® mark as alleged in paragraphs 37-43,  
2 above.

3           65.     GoldieBlox’s unauthorized use of the BEASTIE BOYS® mark and other non-  
4 copyright infringement acts as alleged above in paragraphs 11-29, 37-43, 48-51, and 56-59  
5 constitute unfair competition, false designation of origin, and false advertising in violation of Cal.  
6 Bus. & Prof. Code §§ 17200 and 17500, *et seq.*

7           66.     Upon information and belief, GoldieBlox committed these acts with the intent of  
8 causing confusion and mistake and of misleading and deceiving the public into believing that  
9 GoldieBlox’s goods and services are associated with or authorized by the Beastie Boys Parties.

10          67.     Upon information and belief, GoldieBlox, in engaging in the conduct described  
11 herein, willfully intended to (a) trade on the reputation of the BEASTIE BOYS® mark, (b) falsely  
12 designate the origin of its goods and services, (c) pass off GoldieBlox’s goods and services as  
13 originating with or authorized by the Beastie Boys Parties, (d) falsely advertise GoldieBlox’s goods  
14 and services, (e) falsely mislead and deceive the public into believing that the Beastie Boys Parties  
15 had endorsed GoldieBlox’s goods and services, (f) commit unfair competition, and (g) cause injury  
16 to the Beastie Boys Parties.

17          68.     The Beastie Boys Parties are entitled to recover from GoldieBlox the gains, profits,  
18 and advantages that GoldieBlox has obtained as a result of the wrongful conduct alleged herein.

19          69.     The Beastie Boys Parties have no adequate remedy at law. Unless GoldieBlox is  
20 permanently enjoined from committing the unlawful acts as set forth above, the Beastie Boys Parties  
21 will continue to suffer irreparable harm

22          70.     The Beastie Boys Parties are entitled to a permanent injunction pursuant to Cal. Bus.  
23 & Prof. Code §§ 17203 and 17535 restraining GoldieBlox, and its officers, agents, servants and  
24 employees, and all persons in active concert or participation with them, including, but not limited to,  
25 any and all third-party promoters, distributors, exhibitors, and sellers of GoldieBlox’s goods and  
26 services, from engaging in any further such acts in violation of California law.

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1 conduct alleged herein, in an amount to be determined at trial, or, at their election, an award of  
2 statutory damages, pursuant to 17 U.S.C. § 504;

3 (3) For an award to the Beastie Boys Parties of compensatory and consequential  
4 damages and lost profits flowing from GoldieBlox's wrongful acts as described herein;

5 (4) For an order requiring GoldieBlox to disgorge any and all revenues, gains, profits,  
6 and advantages obtained and to be obtained by GoldieBlox as a result of GoldieBlox's unlawful acts  
7 as described herein;

8 (5) For an order finding that this case is exceptional and awarding enhanced damages  
9 and attorney's fees pursuant to 15 U.S.C. §1117(a);

10 (6) For an order awarding the Beastie Boys Parties their attorneys' fees pursuant to 17  
11 U.S.C. § 505;

12 (7) For an order that GoldieBlox provide the accounting pleaded for above;

13 (8) For an award of punitive damages against GoldieBlox and in favor of the Beastie  
14 Boys Parties;

15 (9) For an order that the Beastie Boys Parties recover their costs from GoldieBlox;

16 (10) For prejudgment and postjudgment interest according to law; and

17 (11) For such other and further relief as the Court deems just and proper.  
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19 Dated: February 24, 2014

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
KENT R. RAYGOR  
KEVIN PUVALOWSKI  
KENNETH B. ANDERSON  
THOMAS M. MONAHAN

23 By \_\_\_\_\_

*/s/ Kent R. Raygor*  
KENT R. RAYGOR

24  
25 Attorneys for Defendants and Counterclaim-Plaintiffs  
26 BEASTIE BOYS, ADAM HOROVITZ and  
27 BROOKLYN DUST MUSIC; and Counterclaim-  
28 Plaintiffs MICHAEL DIAMOND and DECHEN  
YAUCH, executor of the estate of ADAM YAUCH

