

EXHIBIT 8

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT NEW YORK**

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RALPH VARGAS and :
BLAND-RICKY ROBERTS, : CASE NO. 04 CV 9772 (WHP)
 :
Plaintiffs, : ECF CASE
 :
- against - :
 :
PFIZER INC., PUBLICIS, INC., FLUID :
MUSIC, EAST WEST COMMUNICATIONS, :
INC. and BRIAN TRANSEAU p/k/a "BT" :
 :
Defendants. :
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**PLAINTIFFS' FIRST SET OF INTERROGATORIES TO
DEFENDANT EAST WEST COMMUNICATIONS, INC.
AND RESPONSES THERETO**

Defendant East West Communications, Inc. ("East West"), by its attorneys, Davis Wright Tremaine LLP, hereby responds to Plaintiffs' First Set of Interrogatories to Defendant East West Communications, Inc. (the "Interrogatories"). East West reserves the right to amend, modify and/or supplement these responses with any additional information that it subsequently receives or discovers.

GENERAL OBJECTIONS

1. East West objects to the Definitions and Instructions contained in the Interrogatories, and to the Interrogatories generally, to the extent that they seek to impose on defendant obligations greater than those imposed by the Federal Rules of Civil Procedure and the local civil rules. East West will respond in a manner consistent with the requirements of the Federal Rules of Civil Procedure and the local civil rules.
2. East West objects to the extent the Interrogatories seek information that is covered by the work-product doctrine, the attorney-client privilege, and any other applicable privilege. Such information will not be produced and any inadvertent production thereof shall

not be deemed a waiver of any privilege with respect to such information or any other information or of any work product doctrine which may attach thereto.

3. East West objects to the Interrogatories to the extent that they seek information in the possession or control of any party other than East West. East West will respond to these Interrogatories on its own behalf only.

4. Insofar as certain of the Interrogatories are vague and ambiguous or employ terms that East West cannot define or understand, East West will object on the ground that the Interrogatories are vague and ambiguous. Subject to and without waiver of these objections, East West will make reasonable assumptions, where possible, as to Plaintiffs' intended meanings and will respond accordingly.

5. East West generally objects to the Interrogatories on the grounds that they seek East West's confidential and proprietary business information. East West will provide non-privileged, responsive information that is confidential and proprietary in nature only after an appropriate protective order has been entered in this litigation.

6. East West objects to the Definitions of the terms "musical composition(s)" and "Plaintiffs' Composition" as ambiguous, confusing and misleading.

7. By responding to these Interrogatories, East West does not waive the foregoing objections or any specific objections in response to a particular Interrogatory. Similarly, by stating a specific objection in response to a particular Interrogatory, East West does not waive the foregoing general objections. Further, by responding to these Interrogatories, East West does not concede that any of the information sought is relevant to the subject matter of this action or qualifies as admissible evidence.

SPECIFIC RESPONSES AND OBJECTIONS

Subject to and without waiving the General Objections (which are incorporated into each of the responses herein), East West responds to the Interrogatories as follows:

INTERROGATORY NO. 1:

Did you manufacture, distribute, sell, license or otherwise exploit “Aparthenonia” and/or “Breakz from the Nu Skool.”

RESPONSE TO INTERROGATORY NO. 1:

East West objects that the Interrogatory violates Local Civil Rule 33.3.

Subject to and without waiving its objections, East West states that it manufactured, distributed, sold and licensed “Breakz from the Nu Skool” (“Breakz”). “Aparthenonia” is one of 403 drum loops contained on “Breakz.” East West did not distribute, sell, license or exploit “Aparthenonia” separate or apart from “Breakz” in any manner.

INTERROGATORY NO. 2:

How many copies of “Breakz from the Nu Skool” have been sold as of the date of your answers to these interrogatories.

RESPONSE TO INTERROGATORY NO. 2:

East West objects that the Interrogatory seeks confidential and proprietary business information, and violates Local Civil Rule 33.3.

Subject to and without waiving its objections, East West will provide the information requested, upon entry of an appropriate protective order in this case.

INTERROGATORY NO. 3:

Did you obtain a certificate of registration for “Aparthenonia” and/or “Breakz from the Nu Skool” from the United States Copyright Office. If so, please state:

- (i) what form of certificate of registration you obtained;
- (ii) the date any such certificate of registration was filed with the United States Copyright Office; and

(iii) the registration number of any such certificate of registration.

RESPONSE TO INTERROGATORY NO. 3:

East West objects to the Interrogatory to the extent that it calls for a legal conclusion or suggests that simple drum loops may be the subject of copyright protection. East West further objects that, to the extent the Interrogatory seeks information about works other than "Aparthenonia," the Interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving his objections, East West states that "Aparthenonia" and "Breakz from the Nu Skool!" are not registered with the U.S. Copyright Office.

INTERROGATORY NO.4:

Please describe in detail your business relationship with Defendant Brian Transeau.

RESPONSE TO INTERROGATORY NO. 4:

East West objects that the Interrogatory violates Local Civil Rule 33.3, and is vague and ambiguous and overbroad. To the extent the Interrogatory seeks information about any business relationship unrelated to "Aparthenonia," East West further objects that the Interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving his objections, East West states that with respect to "Breakz from the Nu Skool," its relationship with Defendant Brian Transeau is governed by a written agreement dated April 6, 2001.

INTERROGATORY NO. 5:

Have you ever entered in any agreements or contracts with Defendant Brian Transeau? If so, please describe each such agreement or contract and the date(s) on which you executed any such agreements or contracts.

RESPONSE TO INTERROGATORY NO. 5:

East West objects to the Interrogatory as overly broad and unduly burdensome to the extent it purports to require a description of information contained in any document that may be readily derived from the document itself. East West also objects that the Interrogatory violates Local Civil Rule 33.3. East West further objects that, to the extent the Interrogatory seeks information about any agreement unrelated to “Aparthenonia,” the Interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. East West further objects that the Interrogatory seeks confidential and proprietary business information.

Subject to and without waiving its objections, East West states that, with respect to “Breakz from the Nu Skool,” its relationship with Defendant Brian Transeau is governed by a written agreement dated April 6, 2001. A copy of this agreement will be produced in accordance with East West’s responses to Plaintiffs’ First Request for the Production of Documents and Things, upon entry of an appropriate protective order in this litigation.

INTERROGATORY NO. 6:

Please describe the business in which you are primarily engaged.

RESPONSE TO INTERROGATORY NO. 6:

East West objects that the Interrogatory violates Local Civil Rule 33.3.

Subject to and without waiving its objections, East West states that its primary business includes producing and distributing soundware and software.

INTERROGATORY NO. 7:

Please state the total amount of gross compensation, income and/or revenue you received from the distribution, sale, licensing and other exploitation of “Aparthenonia” and/or “Breakz from the Nu Skool.”

RESPONSE TO INTERROGATORY NO. 7:

East West objects that the Interrogatory is compound, ambiguous, and seeks confidential and proprietary business information, and violates Local Civil Rule 33.3.

Subject to and without waiving his objections, East West states that it will provide the total amount of gross revenue derived from “Breakz,” or documents from which said amount may be derived, upon entry of an appropriate protective order in this case. The amount of revenue attributable to “Aparthenonia,” or any of the 403 individual drum loops on “Breakz,” would be $1/403^{\text{rd}}$ of the total amount for “Breakz.”

INTERROGATORY NO. 8:

Please describe and/or list any and all contracts or agreements entered into between you and any of the other named defendants in this action regarding “Aparthenonia.”

RESPONSE TO INTERROGATORY NO. 8:

East West objects to the Interrogatory as overly broad and unduly burdensome to the extent it purports to require detailed descriptions of information contained in documents that may be readily derived from the documents themselves. East West also objects that the Interrogatory violates Local Civil Rule 33.3. East West further objects that the Interrogatory seeks confidential and proprietary business information.

Subject to and without waiving its objections, East West states that there is no contract or agreement between it and any of the other defendants in this action regarding “Aparthenonia.” “Aparthenonia” is contained on “Breakz from the Nu Skool” (along with 402 other drum loops), and as such, it is the subject of an April 6, 2001 agreement between East West and defendant Brian Transeau. A copy of this agreement will be produced in accordance with East West’s responses to Plaintiffs’ First Request for the Production of Documents and Things, upon entry of an appropriate protective order in this litigation.

INTERROGATORY NO. 9:

Do you possess any un-mastered and/or un-mixed versions of “Aparthenonia.”

RESPONSE TO INTERROGATORY NO. 9:

East West objects that the Interrogatory is compound, vague, ambiguous, and unduly burdensome.

Subject to and without waiving its objections, East West states that it is unaware of any un-mastered or un-mixed version of “Aparthenonia.”

INTERROGATORY NO. 10:

Do you possess a “multi-track” copy of “Aparthenonia.”

RESPONSE TO INTERROGATORY NO. 10:

No.

INTERROGATORY NO. 11:

What, if any, compensation or income did you receive from any of the named defendants in this action for the use of “Aparthenonia” in the Celebrex Commercial.

RESPONSE TO INTERROGATORY NO. 11:

East West objects that the Interrogatory seeks confidential and proprietary business information, and violates Local Civil Rule 33.3.

Subject to and without waiving its objections, East West states that it received no direct compensation of any kind from any of the named defendants for the use of “Aparthenonia” in the Celebrex Commercial. Indirectly, if the Celebrex Commercial was created using a purchased copy of “Breakz from the Nu Skool,” then East West may have received compensation from said purchase. The compensation attributable to a single sale of “Aparthenonia” (which is one of 403 drum loops on “Breakz from the Nu Skool”) would be nominal.

INTERROGATORY NO. 12:

Did you obtain a license fee from any of the named defendants in this action for the use of “Aparthenonia” in the Celebrex Commercial.

RESPONSE TO INTERROGATORY NO. 12:

East West objects that the Interrogatory is vague and ambiguous, seeks confidential and proprietary business information, and violates Local Civil Rule 33.3.

Subject to and without waiving its objections, East West states that it had no involvement in decision to use “Aparthenonia” in the Celebrex Commercial, and no direct contact with the named defendants prior to the commencement of this litigation. To the extent the purchase price of “Breakz” can be construed as a “license fee,” East West incorporates herein its response to Interrogatory No. 11.

INTERROGATORY NO. 13:

Please describe and/or list those documents, agreements and/or contracts that you believe are relevant and material to your defense in this case.

RESPONSE TO INTERROGATORY NO. 13:

East West objects that the Interrogatory is vague, overly broad, calls for a legal conclusion, seeks information that is more properly the subject of requests for production, and violates Local Civil Rule 33.3. East West further objects that it is unable to answer the Interrogatory as discovery is still ongoing.

INTERROGATORY NO. 14:

Do any of the musical compositions, including “Aparthenonia,” embodied in the album “Breakz from the Nu Skool” contain any “sampled” music from other musical work(s). If so, please:

- (i) state the name or title of any such “sampled” musical work(s);
- (ii) identify the individual(s) or entity(ies) who permitted and/or authorized the use of any such “sampled” music.

RESPONSE TO INTERROGATORY NO. 14:

East West objects that the Interrogatory is compound, vague, and ambiguous, and violates Local Civil Rule 33.3. East West further objects that, to the extent the Interrogatory seeks information about works other than "Aparthenonia," the Interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. East West also objects to the characterization of simple drum loops as "musical compositions."

Subject to and without waiving its objections, East West states that it is unaware of any "sampling" in either "Aparthenonia" or any other track on "Breakz from the Nu Skool."

INTERROGATORY NO. 15:

Did you receive any income from any public performance rights society (e.g. ASCAP, BMI or SESAC) for the airing and/or public performance of "Aparthenonia" in the Celebrix Commercial. If so, please state the total amount of income received.

RESPONSE TO INTERROGATORY NO. 15:

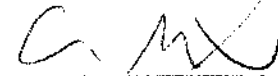
East West objects that the Interrogatory violates Local Civil Rule 33.3.

Subject to and without waiving his objections, East West states that it received no such income.

Dated: September 2nd, 2005
New York, New York

As to Objections:

DAVIS WRIGHT TREMAINE LLP



Sam Leaf (SL 0633)
Eric M. Stahl
1633 Broadway
New York, NY 10019-6708
(212) 489-8230

*Attorneys for Defendant East West
Communications, Inc.*

To: Paul A. Chin
Law Offices of Paul A. Chin
233 Broadway, 5th Floor
New York, NY 10279

CERTIFICATION

I, Doug Rogers, declare that:

I am the President/Chief Executive Officer of defendant East West Communications, Inc.

I have read the foregoing responses to "Plaintiff's First Set of Interrogatories to Defendant East West Communications, Inc.," know the contents thereof and believe the same to be true to the best of my knowledge and belief.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

EXECUTED at _____, _____, this ____ day of September 2005.

Doug Rogers

CERTIFICATE OF SERVICE

I, Christine Kruger, hereby certify:

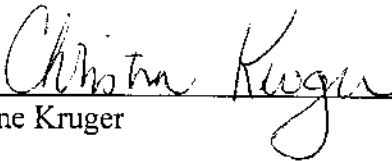
1. I am over the age of 18 years and am not a party to the within cause.
2. I am employed by the law firm of Davis Wright Tremaine. My business and mailing addresses are both 2600 Century Square, 1501 Fourth Avenue, Seattle, Washington 98101-1688.
3. I am familiar with my employer's mail collection and processing practices; specifically, that said mail is collected and deposited with the United States Postal Service on the same day it is deposited in interoffice mail, and that postage thereon is fully prepaid.
4. Following said practice, on the 2nd day of September, 2005, I served true and correct copies of **PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANT EAST WEST COMMUNICATIONS, INC. AND RESPONSES THERETO** via e-mail and first-class mail, postage pre-paid, to the following the attorneys:

Paul A. Chin
Law Offices of Paul A. Chin
233 Broadway, 5th Floor
New York, NY 10279
lawyerchin@aol.com
Counsel for Plaintiffs Ralph Vargas and Bland Ricky Roberts

Bruce P. Keller, Esq.
Debevoise & Plimpton
919 Third Avenue
New York, NY 10022
bpkeller@debevoise.com
Counsel for Defendant Pfizer

Edward P. Kelly, Esq.
Tiajolloff & Kelly
405 Lexington Avenue, 37th Floor
New York, NY 10174
epk@patentadvance.com
Counsel for Defendant Fluid Music

Sara L. Edelman, Esq.
Davis & Gilbert, LLP
1740 Broadway
New York, NY 10019
sedelman@dglaw.com
Counsel for Defendant Publicis



Christine Kruger