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International, Inc. a/k/a/ VH1 Networks
8 a/k/a/ MTV Networks; MTV Networks
Enterprises, Inc.; New Pop Culture
9 Productions, Inc.; Monami Entertainment,
LLC; Mona Scott-Young; NFGTV, Inc.;
10 Jim Ackerman; Jeff Olde; Toby Barraud;
Stefan Springman; Christian McLaughlin
11

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14

15 8th WONDER ENTERTAINMENT,
LLC; TRISHA LUM; and NICKIE
16 LUM-DAVIS,

17 Plaintiffs,

18 v.

19 VIACOM INTERNATIONAL, INC.
a/k/a/ VH1 NETWORKS a/k/a/ MTV
20 NETWORKS; MTV NETWORKS
ENTERPRISES, INC.; NEW POP
21 CULTURE PRODUCTIONS, INC.;
MONAMI ENTERTAINMENT, LLC;
22 MONA SCOTT-YOUNG; NFGTV,
INC.; JIM ACKERMAN; KENNY
23 HULL; JEFF OLDE; TOBY
BARRAUD; STEFAN SPRINGMAN;
24 CHRISTIAN MCLAUGHLIN;
INTERLOC FILMS; and DOES 1-50,

25 Defendants.
26
27
28

Case No. 2:14-cv-01748-DDP-JCG

**DEFENDANTS VIACOM
INTERNATIONAL, INC.; MTV
NETWORKS ENTERPRISES, INC.;
NEW POP CULTURE
PRODUCTIONS, INC.; MONAMI
ENTERTAINMENT, LLC; MONA
SCOTT-YOUNG; JIM
ACKERMAN; JEFF OLDE;
CHRISTIAN MCLAUGHLIN;
NFGTV, INC.; TOBY BARRAUD;
STEFAN SPRINGMANS' ANSWER
TO FIRST AMENDED
COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

1 Pursuant to Rule 8(b) of the Federal Rules of Civil Procedure, Defendants
2 Viacom International, Inc.; MTV Networks Enterprises, Inc.; New Pop Culture
3 Productions, Inc.; Monami Entertainment, LLC; Mona Scott-Young; Jim Ackerman;
4 Jeff Olde; Christian McLaughlin; NFGTV, Inc.; Toby Barraud; Stefan Springman
5 (collectively, “Defendants”) hereby answer the First Amended Complaint of
6 plaintiffs 8th Wonder Entertainment, LLC; Trisha Lum; and Nickie Lum Davis
7 (collectively, “Plaintiffs”). Defendants deny all factual allegations set forth in the
8 First Amended Complaint unless expressly admitted. Any admission herein is
9 limited to the express language of the response and shall not be deemed an implied
10 admission of additional facts. To the extent paragraphs in the First Amended
11 Complaint are grouped under headings, Answering Defendants have for
12 convenience reproduced such headings herein but deny each and every allegation
13 made or implied by such headings.

14 **SUMMARY OF ACTION**

- 15 1. Defendants deny the allegations in paragraph 1.
- 16 2. Defendants deny the allegations in paragraph 2.
- 17 3. Defendants admit that Plaintiffs met in early 2009 with individuals
18 affiliated with VH1 to discuss a concept for a reality television show following
19 wives and girlfriends of hip hop stars.
- 20 4. Defendants admit that on or around March 17, 2009, New Pop Culture
21 Productions Inc. submitted to 8th Wonder Entertainment proposed deal terms related
22 to a “concept” entitled “Wives of Hip Hop.” The proposed deal terms speak for
23 themselves. Defendants deny the remaining allegations in paragraph 4.
- 24 5. Defendants deny the allegations in paragraph 5.
- 25 6. Defendants deny the allegations in paragraph 6.
- 26 7. Defendants lack knowledge or information sufficient to form a belief as
27 to the truth or accuracy of the allegations in paragraph 7, and on this basis deny
28 those allegations.

1 8. Defendants admit that representatives of VH1 notified 8th Wonder that
2 VH1 intended not to proceed with 8th Wonder. Defendants lack knowledge or
3 information sufficient to form a belief as to the truth or accuracy of the remaining
4 allegations in paragraph 8, and on this basis deny those allegations.

5 9. Defendants deny the allegations of paragraph 9, except to state that the
6 credits for “Love & Hip Hop” speak for themselves.

7 **PARTIES**

8 10. Defendants lack knowledge or information sufficient to form a belief as
9 to the truth or accuracy of the allegations in paragraph 10, and on this basis deny
10 those allegations.

11 11. Defendants lack knowledge or information sufficient to form a belief as
12 to the truth or accuracy of the allegations in paragraph 11, and on this basis deny
13 those allegations.

14 12. Defendants lack knowledge or information sufficient to form a belief as
15 to the truth or accuracy of the allegations in paragraph 12, and on this basis deny
16 those allegations.

17 13. Defendants deny the allegations in paragraph 13.

18 14. Defendants deny the allegations in paragraph 14.

19 15. Defendants admit that New Pop Culture Productions, Inc. is wholly
20 owned by Viacom and has a principal place of business in New York.

21 16. Defendants admit that Monami Entertainment, LLC has a principal
22 place of business in New York.

23 17. Defendants deny the allegations in paragraph 17.

24 18. Defendants admit that NFGTV, Inc. has a principal place of business in
25 New York.

26 19. Defendants admit that Toby Barraud is a resident of New York and
27 deny all remaining allegations in paragraph 19.

1 20. Defendants admit that Steffan Springman is a resident of New York
2 and deny all remaining allegations in paragraph 20.

3 21. Defendants admit that Jim Ackerman is a resident of New York and a
4 former Senior Vice President of Development and Production for VH1. Defendants
5 deny all remaining allegations in paragraph 21.

6 22. Defendants admit that Jeff Olde is a resident of New York and a former
7 Executive Vice President of Original Programming and Production for VH1.
8 Defendants deny all remaining allegations in paragraph 22.

9 23. Defendants admit that Christian McLaughlin is a resident of New York
10 and an employee of VH1. Defendants deny all remaining allegations in paragraph
11 23.

12 24. Defendants lack knowledge or information sufficient to form a belief as
13 to the truth or accuracy of the allegations in paragraph 24, and on this basis deny
14 those allegations.

15 25. Defendants lack knowledge or information sufficient to form a belief as
16 to the truth or accuracy of the allegations in paragraph 25, and on this basis deny
17 those allegations.

18 26. Paragraph 26 contains only legal conclusions to which no response is
19 required. To the extent any response is required, Defendants deny the allegations in
20 paragraph 26.

21 **JURISDICTION AND VENUE**

22 27. Defendants admit that this action is one for alleged copyright
23 infringement and that the Court has jurisdiction over the action. Defendants lack
24 knowledge or information sufficient to form a belief as to the truth or accuracy of
25 the remaining allegations in paragraph 27, and on this basis deny those allegations.

26 28. Defendants deny that Viacom's principal place of business is located in
27 Santa Monica, California, and further state that the remaining allegations of
28 paragraph 28 contain only legal conclusions to which no response is required. To

1 the extent any response is required at to the remaining allegations, Defendants deny
2 those allegations.

3 29. Defendants deny that MTVN's principal place of business is located
4 in Santa Monica, California, and further state that the remaining allegations of
5 paragraph 29 contain only legal conclusions to which no response is required. To
6 the extent any response is required at to the remaining allegations, Defendants deny
7 those allegations.

8 30. Paragraph 30 contains only legal conclusions to which no response is
9 required. To the extent any response is required, Defendants deny the allegations in
10 paragraph 30.

11 31. Paragraph 31 contains only legal conclusions to which no response is
12 required. To the extent any response is required, Defendants deny the allegations in
13 paragraph 31.

14 32. Paragraph 32 contains only legal conclusions to which no response is
15 required. To the extent any response is required, Defendants deny the allegations in
16 paragraph 32.

17 33. Paragraph 33 contains only legal conclusions to which no response is
18 required. To the extent any response is required, Defendants deny the allegations in
19 paragraph 33.

20 34. Paragraph 34 contains only legal conclusions to which no response is
21 required. To the extent any response is required, Defendants deny the allegations in
22 paragraph 34.

23 35. Paragraph 35 contains only legal conclusions to which no response is
24 required. To the extent any response is required, Defendants deny the allegations in
25 paragraph 35.

26 36. Paragraph 36 contains only legal conclusions to which no response is
27 required. To the extent any response is required, Defendants deny the allegations in
28 paragraph 36.

1 37. Paragraph 37 contains only legal conclusions to which no response is
2 required. To the extent any response is required, Defendants deny the allegations in
3 paragraph 37.

4 38. Paragraph 38 contains only legal conclusions to which no response is
5 required. To the extent any response is required, Defendants deny the allegations in
6 paragraph 38.

7 39. Defendants lack knowledge or information sufficient to form a belief as
8 to the truth or accuracy of the allegations in paragraph 39, and on this basis deny
9 those allegations.

10 40. Defendants lack knowledge or information sufficient to form a belief as
11 to the truth or accuracy of the allegations in paragraph 40, and on this basis deny
12 those allegations.

13 41. Defendants admit that the Court has subject matter jurisdiction over
14 this action under 28 U.S.C. § 1331. Defendants deny the remaining allegations in
15 paragraph 41.

16 42. Defendants admit that venue in this judicial district is proper, and
17 further state that the remaining allegations of paragraph 42 contain only legal
18 conclusions to which no response is required. To the extent any response is required
19 at to the remaining allegations, Defendants lack knowledge or information sufficient
20 to form a belief as to the truth or accuracy of those allegations, and on this basis
21 deny those allegations.

22 **FACTUAL ALLEGATIONS**

23 **A. Lum and Davis Draft the Treatment for “Hip Hop Wives.”**

24 43. Defendants lack knowledge or information sufficient to form a belief as
25 to the truth or accuracy of the allegations in paragraph 43, and on this basis deny
26 those allegations.

1 44. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth or accuracy of the allegations in paragraph 44, and on this basis deny
3 those allegations.

4 45. Defendants lack knowledge or information sufficient to form a belief as
5 to the truth or accuracy of the allegations in paragraph 45, and on this basis deny
6 those allegations.

7 46. Defendants lack knowledge or information sufficient to form a belief
8 as to the truth or accuracy of the allegations in paragraph 46, and on this basis deny
9 those allegations.

10 47. Defendants lack knowledge or information sufficient to form a belief as
11 to the truth or accuracy of the allegations in paragraph 47, and on this basis deny
12 those allegations.

13 48. Defendants lack knowledge or information sufficient to form a belief as
14 to the truth or accuracy of the allegations in paragraph 48, and on this basis deny
15 those allegations.

16 49. Defendants lack knowledge or information sufficient to form a belief as
17 to the truth or accuracy of the allegations in paragraph 49, and on this basis deny
18 those allegations.

19 50. Defendants lack knowledge or information sufficient to form a belief as
20 to the truth or accuracy of the allegations in paragraph 50, and on this basis deny
21 those allegations.

22 51. Defendants lack knowledge or information sufficient to form a belief as
23 to the truth or accuracy of the allegations in paragraph 51, and on this basis deny
24 those allegations.

25 52. Defendants lack knowledge or information sufficient to form a belief as
26 to the truth or accuracy of the allegations in paragraph 52, and on this basis deny
27 those allegations.

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1 53. Defendants lack knowledge or information sufficient to form a belief
2 as to the truth or accuracy of the allegations in paragraph 53, and on this basis deny
3 those allegations.

4 **B. Plaintiffs Pitch The Treatment to VH1, MTVN, Ackerman and NPCP**
5 **in Confidence and with Intent to Be Compensated.**

6 54. Defendants lack knowledge or information sufficient to form a belief as
7 to the truth or accuracy of the allegations in paragraph 54, and on this basis deny
8 those allegations.

9 55. Defendants lack knowledge or information sufficient to form a belief as
10 to the truth or accuracy of the allegations in paragraph 55, and on this basis deny
11 those allegations.

12 **C. VH1 Submits To 8th Wonder a Television Deal for “Hip Hop Wives.”**

13 56. Defendants admit that on or about March 17, 2009, NPCP, via VH1
14 counsel Ryan Henriquez, submitted a proposal to 8th Wonder related to the
15 “concept” entitled “Wives of Hip Hop.” Defendants deny any remaining
16 allegations in paragraph 56.

17 57. Defendants deny the allegations of paragraph 57.

18 58. Defendants admit that on or about July 13, 2009, VH1 submitted to 8th
19 Wonder Artist Performer Agreements for Lampkin, Tifere, Simmons, and Lorenzo.
20 Defendants lack knowledge or information sufficient to form a belief as to the truth
21 or accuracy of the remaining allegations in paragraph 58, and on this basis deny
22 those allegations.

23 59. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth or accuracy of the allegations in paragraph 59, and on this basis deny
25 those allegations.

26 60. Defendants admit that Scott was Lampkin’s manager. Defendants lack
27 knowledge or information sufficient to form a belief as to the truth or accuracy of
28 the remaining allegations in paragraph 60, and on this basis deny those allegations.

1 61. Defendants deny the allegations in paragraph 61.

2 62. Defendants lack knowledge or information sufficient to form a belief as
3 to the truth or accuracy of the allegations in paragraph 62, and on this basis deny
4 those allegations.

5 63. Defendants lack knowledge or information sufficient to form a belief as
6 to the truth or accuracy of the allegations in paragraph 63, and on this basis deny
7 those allegations.

8 64. Defendants admit that Lampkin terminated her Performer Agreement in
9 or around October 2009. Defendants lack knowledge or information sufficient to
10 form a belief as to the truth or accuracy of the remaining allegations in paragraph
11 64, and on this basis deny those allegations.

12 65. Defendants lack knowledge or information sufficient to form a belief as
13 to the truth or accuracy of the allegations in paragraph 65, and on this basis deny
14 those allegations.

15 66. Defendants lack knowledge or information sufficient to form a belief as
16 to the truth or accuracy of the allegations in paragraph 66, and on this basis deny
17 those allegations.

18 **D. VH1 Deceptively Terminates the Television Deal with 8th Wonder.**

19 67. Defendants admit that VH1 informed 8th Wonder that did not wish to
20 produce “Hip Hop Wives.” Defendants deny the remaining allegations in paragraph
21 67.

22 68. Defendants lack knowledge or information sufficient to form a belief as
23 to the truth or accuracy of the allegations in paragraph 68, and on this basis deny
24 those allegations.

25 69. Defendants admit that on or around January 13, 2010, NPCP submitted
26 to 8th Wonder a termination agreement (“Termination Agreement”) but deny the
27 remaining allegations in paragraph 69.

28

1 70. Defendants state that the terms of the Termination Agreement speak for
2 themselves and deny any allegations in paragraph 70 that are inconsistent with or
3 vary from the actual terms of the Termination Agreement.

4 71. Defendants deny the allegations in paragraph 71.

5 72. Defendants admit that on or around February 8, 2010, 8th Wonder
6 executed the Termination Agreement. Defendants deny any remaining allegations
7 in paragraph 72.

8 73. Defendants lack knowledge or information sufficient to form a belief as
9 to the truth or accuracy of the allegations in paragraph 73, and on this basis deny
10 those allegations. In addition, paragraph 73 contains legal conclusions to which no
11 response is required.

12 **E. VH1, Ackerman, Scott and Monami Conspire to Steal Plaintiffs'**

13 **Work**

14 74. Defendants lack knowledge or information sufficient to form a belief as
15 to the truth or accuracy of the allegations in paragraph 74, and on this basis deny
16 those allegations.

17 75. Defendants deny the allegations in paragraph 75.

18 76. Defendants deny the allegations in paragraph 76.

19 77. Defendants deny the allegations in paragraph 77.

20 **F. Defendants Make Show Without Plaintiffs.**

21 78. Defendants deny the allegations in paragraph 78.

22 79. Defendants admit that in March 2011, VH1 aired the premiere of the
23 show "Love & Hip Hop." Defendants deny all remaining allegations in paragraph
24 79.

25 80. Defendants deny that the "Love & Hip Hop" was "stolen" from
26 Plaintiffs and further deny that "Love & Hip Hop" is an "infringing show."

27 81. Defendants deny that "Love & Hip Hop" was nearly or virtually
28 identical to Plaintiffs' Work.

1 82. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth or accuracy of the allegations in paragraph 82, and on this basis deny
3 those allegations.

4 83. Defendants lack knowledge or information sufficient to form a belief as
5 to the truth or accuracy of the allegations in paragraph 83, and on this basis deny
6 those allegations.

7 84. Defendants lack knowledge or information sufficient to form a belief as
8 to the truth or accuracy of the allegations in paragraph 84, and on this basis deny
9 those allegations.

10 85. Defendants admit that Scott was one of the creators of “Love & Hip
11 Hop.” Defendants deny that this statement is false or that Plaintiffs created “Love &
12 Hip Hop.”

13 86. Defendants lack knowledge or information sufficient to form a belief as
14 to the truth or accuracy of the allegations in paragraph 86, and on this basis deny
15 those allegations.

16 **G. “Love & Hip Hop” Explodes Into One of VH1’s Most Popular Shows**

17 87. Defendants admit that “Love & Hip Hop” premiered in March 2011 on
18 VH1. Defendants deny that “Love & Hip Hop” was infringing of Plaintiff’s
19 purported copyright. Defendants lack knowledge or information sufficient to form a
20 belief as to the truth or accuracy of the remaining allegations in paragraph 87, and
21 on this basis deny those allegations.

22 88. Defendants lack knowledge or information sufficient to form a belief as
23 to the truth or accuracy of the allegations in paragraph 88, and on this basis deny
24 those allegations.

25 89. Defendants admit that from March 2011 to present, four seasons of the
26 original “Love & Hip Hop” series have been produced and/or have aired.
27 Defendants admit that VH1 has produced two seasons and one season respectively
28 of spin-offs from the original series—“Love & Hip Hop Atlanta” and “Love & Hip

1 Hop Hollywood.” Defendants deny that any of the “Love & Hip Hop” series are
2 reproductions of Plaintiffs’ Work and ideas or purported copyright, and deny that
3 the “Love & Hip Hop” series constitutes intentional and willful infringement of
4 Plaintiffs’ purported copyright. Defendants lack knowledge or information
5 sufficient to form a belief as to the truth or accuracy of the remaining allegations in
6 paragraph 89, and on this basis deny those allegations.

7 90. Defendants admit that from March 2011 to present, four seasons of the
8 original “Love & Hip Hop” series have been produced and/or have aired.
9 Defendants admit that VH1 has produced two seasons and one season respectively
10 of spin-offs from the original series—“Love & Hip Hop Atlanta” and “Love & Hip
11 Hop Hollywood.” Defendants deny that any of the “Love & Hip Hop” series are
12 reproductions of Plaintiffs’ Work and ideas or purported copyright, and deny that
13 the “Love & Hip Hop” series constitutes intentional and willful infringement of
14 Plaintiffs’ purported copyright.

15 91. Defendants deny that they have infringed or continue to infringe
16 Plaintiffs’ purported copyright.

17 92. Defendants deny the allegations in paragraph 92.

18 **H. Defendants Have All Availed Themselves of The Privilege of**
19 **Conducting Activities in California**

20 93. Defendants admit that NPCP has a registered agent located in
21 Sacramento, California, but states that the remaining allegations in paragraph 93
22 contain legal conclusions to which no response is required.

23 94. Paragraph 94 contains legal conclusions to which no response is
24 required.

25 95. Defendants lack knowledge or information sufficient to form a belief
26 as to the truth or accuracy of the allegations in paragraph 95, and on this basis deny
27 those allegations.

1 96. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth or accuracy of the remaining allegations in paragraph 96, and on this
3 basis deny those allegations.

4 97. Defendants deny the allegations of paragraph 97.

5 98. Defendants deny the allegations of paragraph 98.

6 99. Paragraph 99 contains legal conclusions to which no response is
7 required. To the extent any response is required, Defendants deny the allegations in
8 paragraph 99.

9 **FIRST CAUSE OF ACTION**

10 **Count 1**

11 **(Trisha Lum Against All Defendants For Copyright Infringement)**

12 100. Defendants incorporate by reference the admissions and denials
13 contained in paragraphs 1 through 99 as if fully set forth herein.

14 101. Defendants lack knowledge or information sufficient to form a belief
15 as to the truth or accuracy of the allegations in paragraph 101, and on this basis deny
16 those allegations.

17 102. Defendants lack knowledge or information sufficient to form a belief
18 as to the truth or accuracy of the allegations in paragraph 102, and on this basis deny
19 those allegations.

20 103. Defendants lack knowledge or information sufficient to form a belief
21 as to the truth or accuracy of the allegations in paragraph 103, and on this basis deny
22 those allegations.

23 104. Defendants deny the allegations in paragraph 104.

24 105. Defendants deny the allegations in paragraph 105.

25 106. Defendants deny the allegations in paragraph 106.

26 107. Defendants deny the allegations in paragraph 107.

27 108. Defendants deny the allegations in paragraph 108.

28 109. Defendants deny the allegations in paragraph 109.

1 110. Defendants deny the allegations in paragraph 110.

2 111. Defendants deny the allegations in paragraph 111.

3 **Count 2**

4 **(Nickie Lum-Davis Against All Defendants For Copyright Infringement)**

5 112. Defendants incorporate by reference the admissions and denials
6 contained in paragraphs 1 through 111 as if fully set forth herein.

7 113. Defendants lack knowledge or information sufficient to form a belief
8 as to the truth or accuracy of the allegations in paragraph 113, and on this basis deny
9 those allegations.

10 114. Defendants lack knowledge or information sufficient to form a belief
11 as to the truth or accuracy of the allegations in paragraph 114, and on this basis deny
12 those allegations.

13 115. Defendants lack knowledge or information sufficient to form a belief
14 as to the truth or accuracy of the allegations in paragraph 115, and on this basis deny
15 those allegations.

16 116. Defendants deny the allegations in paragraph 116.

17 117. Defendants deny the allegations in paragraph 117.

18 118. Defendants deny the allegations in paragraph 118.

19 119. Defendants deny the allegations in paragraph 119.

20 120. Defendants deny the allegations in paragraph 120.

21 121. Defendants deny the allegations in paragraph 121.

22 122. Defendants deny the allegations in paragraph 122.

23 123. Defendants deny the allegations in paragraph 123.

24 **Count 3**

25 **(8th Wonder Against All Defendants For Copyright Infringement)**

26 124. Defendants incorporate by reference the admissions and denials
27 contained in paragraphs 1 through 123 as if fully set forth herein.

1 125. Defendants lack knowledge or information sufficient to form a belief
2 as to the truth or accuracy of the allegations in paragraph 125, and on this basis deny
3 those allegations.

4 126. Defendants lack knowledge or information sufficient to form a belief
5 as to the truth or accuracy of the allegations in paragraph 126, and on this basis deny
6 those allegations.

7 127. Defendants lack knowledge or information sufficient to form a belief
8 as to the truth or accuracy of the allegations in paragraph 127, and on this basis deny
9 those allegations.

10 128. Defendants deny the allegations in paragraph 128.

11 129. Defendants deny the allegations in paragraph 129.

12 130. Defendants deny the allegations in paragraph 130.

13 131. Defendants deny the allegations in paragraph 131.

14 132. Defendants deny the allegations in paragraph 132.

15 133. Defendants deny the allegations in paragraph 133.

16 134. Defendants deny the allegations in paragraph 134.

17 135. Defendants deny the allegations in paragraph 135.

18 **PRAYER FOR RELIEF**

19 136. Defendants deny that Plaintiffs are entitled to any of the relief
20 requested.

21 **AFFIRMATIVE DEFENSES**

22 Pursuant to Rule 8(c) of the Federal Rules of Civil Procedure, Defendants
23 further plead the following separate and additional defenses. By pleading these
24 defenses, Defendants do not in any way agree or concede that it has the burden of
25 proof or persuasion on any of these issues. Defendants reserve the right to assert
26 such additional affirmative defenses as discovery indicates are proper.

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FIRST AFFIRMATIVE DEFENSE

(Failure To State A Claim Upon Which Relief May Be Granted)

1. The First Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Fair Use)

2. The First Amended Complaint is barred, in whole or in part, by the doctrine of fair use.

THIRD AFFIRMATIVE DEFENSE

(Laches)

3. The First Amended Complaint is barred, in whole or in part, by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

(Lack Of Standing)

4. The First Amended Complaint is barred, in whole or in part, based on a lack of standing.

FIFTH AFFIRMATIVE DEFENSE

(Waiver and Release)

5. The First Amended Complaint is barred, in whole or in part, to the extent that Plaintiffs waived or released their purported claims.

SIXTH AFFIRMATIVE DEFENSE

(Independent Creation)

6. The First Amended Complaint is barred, in whole or in part, because Defendants independently created all protectable elements of the allegedly infringing work.

SEVENTH AFFIRMATIVE DEFENSE

(Invalidity or Unenforceability of Copyright)

7. The First Amended Complaint is barred, in whole or in part, because Plaintiffs' copyrights are invalid or unenforceable.

WHEREFORE, Defendants pray for relief as follows:

1. That the Complaint be dismissed, with prejudice and in its entirety;

2. That Plaintiffs take nothing by this action and that judgment be entered against Plaintiffs and in favor of Defendants;

3. That Defendants be awarded their attorneys' fees and costs incurred in defending this action;

4. That Defendants be granted such other and further relief as the Court may deem just and proper.

Dated: September 19, 2014 KENDALL BRILL & KLIEGER LLP

By: /s/ Cassie D. Palmer
Cassie D. Palmer
Attorneys for Defendants Viacom International, Inc. a/k/a/ VH1 Networks a/k/a/ MTV Networks; MTV Networks Enterprises, Inc.; New Pop Culture Productions, Inc.; Monami Entertainment, LLC; Mona Scott-Young; NFGTV, Inc.; Jim Ackerman; Jeff Olde; Toby Barraud; Stefan Springman; Christian McLaughlin