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9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 THE MUSIC FORCE, LLC,
13 Plaintiff

14 v.

15 SONY MUSIC HOLDINGS INC.;
16 SONY MUSIC DIGITAL LLC;
17 SONY MUSIC ENTERTAINMENT
18 DOWNLOADS LLC; SONY
19 CORPORATION OF AMERICA
20 (“SONY”); MONTERO LAMAR
21 HILL, AKA LIL NAS X (“X”);
JEFFRY MAXWELL NEWLIN,
22 AKA WYNTERBEATS, (“BEATS”)
23 and DOES 1 – 100,
24
25
26
27
28

Defendants

Case No. 2:19-cv-06430 – FMO (RAOx)
Hon. Fernando M. Olguin

**DEFENDANT MONTERO LAMAR
HILL’S ANSWER TO SECOND
AMENDED COMPLAINT FOR
COPYRIGHT INFRINGEMENT**

1 Defendant Montero Lamar Hill p/k/a Lil Nas X (“Defendant”) hereby
2 responds to the Second Amended Complaint filed by plaintiff The Music Force, LLC
3 (“Plaintiff”) as follows:

4 **JURISDICTION AND VENUE**

- 5 1. Defendant admits the allegation set forth in Paragraph 1.
- 6 2. Defendant admits that this Court has jurisdiction over this action.
7 Except as so admitted, the allegations of Paragraph 2 are denied.
- 8 3. Defendant admits that he is subject to personal jurisdiction in the
9 Central District of California. Except as so admitted, the allegations of Paragraph 3
10 are denied.
- 11 4. Defendant admits that he is subject to personal jurisdiction in the
12 Central District of California. Except as so admitted, the allegations of Paragraph 4
13 are denied.
- 14 5. Defendant lacks knowledge or information sufficient to form a belief
15 as to the truth of the allegations set forth in Paragraph 5 and thus denies the same.
- 16 6. Defendant admits that he has filmed music videos in Los Angeles
17 County. Except as so admitted, the allegations of Paragraph 6 are denied.
- 18 7. Defendant admits that Sony Music Entertainment (“Sony”) has an
19 office in Los Angeles County. Except as so admitted, Defendant lacks knowledge
20 or information sufficient to form a belief as to the truth of the remaining allegations
21 set forth in Paragraph 7 and thus denies the same.
- 22 8. Defendant admits that Defendant BEATS was named in the original
23 complaint. Except as so admitted, Defendant lacks knowledge or information
24 sufficient to form a belief as to the truth of the remaining allegations set forth in
25 Paragraph 8 and thus denies the same.
- 26 9. Defendant lacks knowledge or information sufficient to form a belief
27 as to the truth of the allegations set forth in Paragraph 9 and thus denies the same.
- 28 10. Defendant denies the allegations set forth in Paragraph 10.

FACTS COMMON TO ALL COUNTS

11. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 and thus denies the same.

12. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 and thus denies the same.

13. Defendant admits that he posted a song entitled *Carry On* on online platforms including YouTube and then subsequently removed the song from these platforms. Defendant denies that he was motivated by greed or malicious intent. Except as so admitted or denied, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 13 and thus denies the same.

14. Defendant admits that Sony acquired the rights to services and recordings of Defendant after Defendant allegedly posted the song *Carry On* on YouTube. Defendant admits that after signing with Sony, Sony had the rights to distribute Defendant's recordings and that Sony has a financial interest in money derived from its own distribution. Defendant denies that Sony has ever distributed *Carry On*. Defendant admits that Plaintiff has requested copies of the agreements between Defendant and Sony. The parties have entered into a protective order and since entry of the protective order, Defendant has produced a copy of the short form agreement between Defendant and Sony in redacted form. Defendant will also be producing the long form agreement in redacted form.

15. Defendant denies all legal contentions regarding any alleged duties owed by Sony with respect to clearing all music acquired, particularly as it pertains to music Sony has not distributed. Defendant denies Sony assumed any duties. Defendant lacks knowledge or information sufficient to form a belief as to the truth of any allegations relating to any purported damages. Defendant denies any assumption that Sony had any obligation to request removal of a song it did not distribute. Defendant lacks knowledge or information sufficient to form a belief as

1 to the truth of any claim regarding whether YouTube would have removed *Carry*
2 *On* from its platform if Sony so requested. Defendant admits that YouTube has a
3 procedure to request removal of content based on copyright infringement.

4 16. Defendant denies the allegations set forth in Paragraph 16.

5 17. Defendant denies that Sony was asked by Plaintiff's representatives to
6 stop the purported infringement caused by *Carry On* but elected not to in order to
7 preserve its opportunity to make money off of Defendant's career.
8 Defendant denies that Sony has a direct financial interest in any purportedly
9 infringing activity of Defendant. The remaining allegations set forth in Paragraph
10 17 are legal conclusions to which no response is required.

11 18. Defendant denies that Sony has a direct financial interest in the alleged
12 unauthorized use of *Carry On*. Defendant denies that Sony has any obligation to
13 halt any/all third party postings. Defendant lacks knowledge or information
14 sufficient to form a belief as to the truth of the remaining allegations set forth in
15 Paragraph 18 and thus denies the same.

16 **FIRST CAUSE OF ACTION**

17 **COPYRIGHT INFRINGEMENT**

18 19. Defendant restates and realleges each and every admission, allegation
19 and denial contained in this Answer with the same force and effect as if fully set
20 forth herein.

21 20. The allegations set forth in Paragraph 20 are legal conclusions to which
22 no response is required.

23 21. The allegations set forth in Paragraph 21 are legal conclusions to which
24 no response is required.

25 22. Defendant denies that Sony was asked to stop the purported
26 infringement caused by *Carry On* but elected not to in order to preserve its
27 opportunity to make money off of the success of Defendant's career. Defendant
28 denies that Sony has a direct financial interest in any purportedly infringing activity

1 of Defendant. Defendant denies that Sony is variously liable for any alleged
2 infringement committed by Defendant. To the extent the allegations set forth in
3 Paragraph 22 are legal conclusions, no response is required.

4 23. Defendant denies the allegations set forth in Paragraph 23.

5 24. Defendant denies the allegations set forth in Paragraph 24.

6 **SECOND CAUSE OF ACTION**

7 **DECLARATION OF AUTHORSHIP OWNERSHIP**

8 25. Defendant restates and realleges each and every admission, allegation
9 and denial contained in this Answer with the same force and effect as if fully set
10 forth herein.

11 26. The allegations set forth in Paragraph 26 are legal conclusions to which
12 no response is required.

13 27. The allegations set forth in Paragraph 27 are legal conclusions to which
14 no response is required.

15 28. Defendant denies the allegations set forth in Paragraph 28.

16 **THIRD CAUSE OF ACTION**

17 **ACCOUNTING**

18 29. Defendant restates and realleges each and every admission, allegation
19 and denial contained in this Answer with the same force and effect as if fully set
20 forth herein.

21 30. Defendant denies the allegations set forth in Paragraph 30.

22 31. Defendant denies the allegations set forth in Paragraph 31.

23 **FOURTH CAUSE OF ACTION**

24 **UNJUST ENRICHMENT**

25 32. Defendant restates and realleges each and every admission, allegation
26 and denial contained in this Answer with the same force and effect as if fully set
27 forth herein.

28 33. Defendant denies the allegations set forth in Paragraph 33.

34. Defendant denies the allegations set forth in Paragraph 34.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The claims asserted in the Second Amended Complaint against Defendant fail to allege facts sufficient to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Fair Use)

Pursuant to 17 U.S.C. § 107, Plaintiff's recovery is barred by the doctrine of fair use.

THIRD AFFIRMATIVE DEFENSE

(Preemption)

Plaintiff's state law claims fail because they are preempted by the Copyright Act.

FOURTH AFFIRMATIVE DEFENSE

(Mitigation)

Plaintiff's claims fail, in whole or in part, because of its failure to mitigate its damages.

RESERVATION OF RIGHTS

Defendant expressly reserves the right to amend and/or supplement this Answer, the Affirmative Defenses, and all other Pleadings. Defendant reserves the

1 right to assert all other defenses that may be revealed during the course of discovery
2 or other investigation.
3

4 **RESPONSE TO PRAYER FOR RELIEF**

5 **WHEREFORE**, Defendant respectfully requests that:

- 6 1. Plaintiff takes nothing by reason of its Second Amended Complaint;
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8 2. The Second Amended Complaint, and each claim asserted therein, be
9 dismissed with prejudice;
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11 3. Defendant be granted his costs of suit and reasonable attorneys' fees incurred
12 herein; and
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14 4. The Court award all other relief that the Court deems just and proper.

15 Respectfully submitted,

16 Dated: March 4, 2020

KATTEN MUCHIN ROSENMAN LLP

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18 By: /s/ Joanna M. Hill
19 Attorneys for Defendant
20 MONTERO LAMAR HILL
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