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10
11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13

14 ULTRA INTERNATIONAL MUSIC
PUBLISHING, LLC and ULTRA
15 RECORDS, LLC,

16 Plaintiffs,

17 v.

18 MICHELLE PHAN,

19 Defendant.
20

Case No. 2:14-cv-05533-MMM-AGR

**ANSWER OF DEFENDANT
MICHELLE PHAN TO FIRST
AMENDED COMPLAINT**

DEMAND FOR JURY TRIAL

21 Defendant Michelle Phan, in answer to the First Amended Complaint on file
22 herein, admits, denies, and alleges as follows:
23

24 **PRELIMINARY STATEMENT**

25 1. Defendant denies, generally and specifically, each and every allegation
26 contained in Paragraph 1 of the First Amended Complaint.

27 2. Defendant lacks information and belief sufficient to enable her to respond
28 to Paragraph 2 of the First Amended Complaint and, basing her denial on such

1 grounds, denies, generally and specifically, each and every allegation contained
2 therein.

3 3. Defendant admits that she recently announced the launch of her own
4 music label in partnership with Cutting Edge Group. In further answer to Paragraph 3
5 of the First Amended Complaint, Phan denies, generally and specifically, each and
6 every other allegation contained therein.

7 4. Defendant lacks information and belief sufficient to enable her to respond
8 to Paragraph 4 of the First Amended Complaint and, basing her denial on said
9 grounds, denies, generally and specifically, each and every allegation contained
10 therein.

11 5. Defendant denies, generally and specifically, each and every allegation
12 contained in Paragraph 5 of the First Amended Complaint.

13 6. Defendant denies, generally and specifically, each and every allegation
14 contained in Paragraph 6 of the First Amended Complaint.

15 7. Defendant denies, generally and specifically, each and every allegation
16 contained in Paragraph 7 of the First Amended Complaint.

17

18

JURISDICTION AND VENUE

19 8. Defendant admits the allegations of Paragraph 8 of the First Amended
20 Complaint.

21 9. Defendant admits that she has done business in the State of California. In
22 further answer to Paragraph 9 of the First Amended Complaint, Phan denies, generally
23 and specifically, each and every other allegation contained therein.

24 10. Defendant admits the allegations of Paragraph 10 of the First Amended
25 Complaint.

26 11. Defendant admits that venue is proper in the Central District of
27 California. In further answer to Paragraph 11 of the First Amended Complaint,

28 Defendant lacks information or belief sufficient to enable her to respond to such

1 allegations and, basing her denial on said grounds, denies, generally and specifically,
2 each and every other allegation contained therein.

3

4

THE PARTIES

5 12. Defendant lacks information or belief sufficient to enable her to respond
6 to the allegations of Paragraph 12 of the First Amended Complaint and, basing her
7 denial on said grounds, denies, generally and specifically, each and every allegation
8 contained therein.

9 13. Defendant lacks information or belief sufficient to enable her to respond
10 to the allegations of Paragraph 13 of the First Amended Complaint and, basing her
11 denial on said grounds, denies, generally and specifically, each and every allegation
12 contained therein.

13 14. Defendant lacks information or belief sufficient to enable her to respond
14 to the allegations of Paragraph 14 of the First Amended Complaint and, basing her
15 denial on said grounds, denies, generally and specifically, each and every allegation
16 contained therein.

17 15. Defendant lacks information or belief sufficient to enable her to respond
18 to the allegations of Paragraph 15 of the First Amended Complaint and, basing her
19 denial on said grounds, denies, generally and specifically, each and every allegation
20 contained therein.

21 16. Defendant lacks information or belief sufficient to enable her to respond
22 to the allegations of Paragraph 16 of the First Amended Complaint and, basing her
23 denial on said grounds, denies, generally and specifically, each and every allegation
24 contained therein.

25 17. Defendant admits that she is engaged in the production of videos that are
26 posted on the website, www.YouTube.com. In further answer to Paragraph 17 of the
27 First Amended Complaint, Defendant denies, generally and specifically, each and
28 every other allegation contained therein.

FACTUAL BACKGROUND

1
2 18. Defendant lacks information or belief sufficient to enable her to respond
3 to Paragraph 18 of the First Amended Complaint, and, basing her denial on said
4 grounds, denies, generally and specifically, each and every other allegation contained
5 therein.

6 19. Defendant admits that she, among other things, is a makeup artist, that
7 she has posted videos on YouTube, and that those videos, among other things, provide
8 make up advice. In further answer to Paragraph 19 of the First Amended Complaint,
9 Defendant denies, generally and specifically, each and every other allegation
10 contained therein.

11 20. Defendant admits that her YouTube channel, located at
12 www.YouTube.com/user/MichellePhan has more than six million subscribers and that
13 YouTube lists her video “Barbie Transformation Tutorial” as having more than fifty
14 million views. In further answer to Paragraph 20 of the First Amended Complaint,
15 Defendant denies, generally and specifically, each and every other allegation
16 contained therein.

17 21. Defendant admits that, this year she has been featured in an advertising
18 campaign for YouTube, that the campaign features other YouTube personalities, and
19 that she has appeared in a national advertisement for Dr. Pepper. In further answer to
20 Paragraph 21 of the First Amended Complaint, Phan lacks information and belief to
21 respond to the other allegations of therein, and, on that basis, denies, generally and
22 specifically, each and every other allegation contained therein.

23 22. Defendant admits that she has received income from YouTube derived
24 from advertisements that appear in association with her videos. In further answer to
25 Paragraph 22 of the First Amended Complaint, Defendant denies, generally and
26 specifically, each and every other allegation contained therein.

27 23. Defendant admits that her website located at michellephan.com contains
28 links to her YouTube channel and that her website contains advertising. In further

1 answer to Paragraph 23 of the First Amended Complaint, Defendant denies, generally
2 and specifically, each and every other allegation contained therein.

3 24. Defendant admits that she has authored a book and designed a makeup
4 line. In further answer to Paragraph 24 of the First Amended Complaint, Defendant
5 denies, generally and specifically, each and every other allegation contained therein.

6 25. Defendant admits that, with Plaintiffs' authorization, she has
7 synchronized some of the musical compositions and recordings listed in Schedule A
8 and B of the First Amended Complaint together with visual footage to create
9 audiovisual works, which she has made available to public, consistent with her
10 agreement with Plaintiffs. In further answer to Paragraph 25 of the First Amended
11 Complaint, Defendant denies, generally and specifically, each and every other
12 allegation contained therein.

13 26. Defendant admits that Schedule C contains a list of some of Plaintiff's
14 videos and lists some of the musical works contained in those videos. In further
15 answer to Paragraph 26 of the First Amended Complaint, Defendant denies, generally
16 and specifically, each and every other allegation contained therein.

17 27. Defendant denies, generally and specifically, each of the allegations
18 contained in Paragraph 27 of the First Amended Complaint.

19 28. Defendant denies, generally and specifically, each of the allegations
20 contained in Paragraph 28 of the First Amended Complaint.

21 29. Defendant denies, generally and specifically, each of the allegations
22 contained in Paragraph 29 of the First Amended Complaint.

23

24

COUNT 1

25

COPYRIGHT INFRINGEMENT

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30. Defendants refer to and incorporate every allegation, admission, and
denial set forth in Paragraphs 1 through 29, above.

28

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