

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GREENSLEEVES PUBLISHING LTD.,

Plaintiff,

-against-

CHRISTOPHER MAURICE BROWN PKA  
CHRIS BROWN, CHRIS BROWN TV, and  
SONY MUSIC ENTERTAINMENT,

Defendants.

Civil Case No. 1:21-cv-5751-ALC

ECF Case

*District Judge: Hon. Andrew L. Carter, Jr.*  
*Magistrate: Hon. Robert W. Lehrburger*

**CHRISTOPHER MAURICE BROWN'S  
AND CHRIS BROWN TV'S ANSWER  
AND AFFIRMATIVE DEFENSES TO  
PLAINTIFF'S COMPLAINT**

Defendants Christopher Maurice Brown (“Brown”) and Chris Brown TV<sup>1</sup> (collectively, the “Brown Defendants”), through their counsel, submit the following answer and affirmative defenses (the “Answer”) to the complaint [Dkt. 1] (the “Complaint”) dated July 2, 2021, filed by the plaintiff Greensleeves Publishing Ltd. (“Greensleeves” or “Plaintiff”):

1. The Brown Defendants deny knowledge or information sufficient to form a belief as to the truth of each of the allegations of paragraph 1 of the Complaint and on that basis deny them.
2. The Brown Defendants admit that Brown is a “world-famous music artist” who composes and performs musical compositions, that sound recordings embodying Brown’s performances are commercially available in New York and that Brown resides in California. Except as expressly admitted above, the Brown Defendants deny each and every allegation contained in paragraph 2 of the Complaint.
3. The Brown Defendants admit that Brown operates a YouTube Channel that displays audiovisual works containing sound recordings embodying Brown’s performances of

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<sup>1</sup> There is no formal entity known as Chris Brown TV.

songs composed, in whole or part, by Brown. The Brown Defendants further admit that Brown has been involved in the production of such audiovisual works. Except as expressly admitted above, the Brown Defendants deny each and every allegation of paragraph 3 of the Complaint, including, but not limited to, the contention that Chris Brown TV is an existing Delaware entity.

4. The Brown Defendants deny knowledge or information sufficient to form a belief as to the truth of each of the allegations of paragraph 4 of the Complaint and on that basis deny them.

5. Paragraph 5 of the Complaint asserts legal conclusions to which no response is required.

6. The Brown Defendants deny each and every allegation of paragraph 6 of the Complaint, except to the extent they assert legal conclusions to which no response is required.

7. The Brown Defendants deny knowledge or information sufficient to form a belief as to the truth of each of the allegations of paragraph 7 of the Complaint and on that basis deny them.

8. The Brown Defendants admit that Brown wrote and performed a musical composition entitled *Privacy* (the “Song”), and that composition is embodied on a sound recording (the “Recording”) which is contained in an audiovisual work (the “Video”) accessible to the public on the YouTube Channel. The Brown Defendants further admit that Brown was involved with the production of the Recording and the Video. Except as expressly admitted above, the Brown Defendants deny each and every allegation of paragraph 8 of the Complaint.

9. The Brown Defendants deny each and every allegation of paragraph 9 of the Complaint.

10. The Brown Defendants admit that *Tight Up Skirt* contains the lyrics “Hey you girl

inna di tight upskirt”; and that the Song contains the lyrics “Hey you girl without a tight up skirt.” Except as expressly admitted above, the Brown Defendants deny each and every allegation of paragraph 10 of the Complaint.

11. The Brown Defendants deny each and every allegation of paragraph 11 of the Complaint.

12. The Brown Defendants deny each and every allegation of paragraph 12 of the Complaint.

13. The Brown Defendants deny each and every allegation of paragraph 13 of the Complaint.

14. The Brown Defendants deny each and every allegation of paragraph 14 of the Complaint.

15. The Brown Defendants deny each and every allegation of paragraph 15 of the Complaint.

16. The Brown Defendants deny each and every allegation of paragraph 16 of the Complaint.

17. The Brown Defendants deny each and every allegation of paragraph 17 of the Complaint.

18. The Brown Defendants deny each and every allegation of paragraph 18 of the Complaint, except to the extent they assert legal conclusions to which no response is required.

19. The Brown Defendants deny each and every allegation of paragraph 19 of the Complaint, except to the extent they assert legal conclusions to which no response is required.

20. The Brown Defendants deny each and every allegation of paragraph 20 of the Complaint, except to the extent they assert legal conclusions to which no response is required.

21. The Brown Defendants deny each and every allegation of paragraph 21 of the Complaint, except to the extent they assert legal conclusions to which no response is required.

22. The Brown Defendants deny each and every allegation of paragraph 22 of the Complaint, except to the extent they assert legal conclusions to which no response is required.

23. The Brown Defendants deny each and every allegation of paragraph 23 of the Complaint, except to the extent they assert legal conclusions to which no response is required.

**PRAYER FOR RELIEF**

The Brown Defendants deny that Plaintiff is entitled to any relief requested in the “Prayer for Relief” and deny any allegations or claims set forth therein.

**AFFIRMATIVE DEFENSES**

The Brown Defendants assert the following defenses to Plaintiff’s purported claims. Insofar as any of the following constitutes a denial of an element of any claim purportedly alleged against the Brown Defendants in this action, such denial does not indicate that Plaintiff is relieved of its affirmative burden to prove each and every element of its purported claims. In addition, the Brown Defendants have not knowingly or intentionally waived any applicable defenses and reserve the right to assert and to rely upon any such other applicable defenses as may become available through discovery or otherwise.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim upon which relief may be granted, in whole or in part.

**SECOND AFFIRMATIVE DEFENSE**

The Complaint’s purported claims are barred in whole or in part by the statute of limitations set forth at 17 U.S.C. § 507(b) of the Copyright Act of 1976.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff’s purported claims fail because the Brown Defendants have not engaged in any

type of infringement, and, were Plaintiff to prove the conduct alleged in the Complaint, the expression that Plaintiff alleges was infringed is not substantially similar to the Song, the Recording or the Video.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims fail because any allegedly copied portions of the works at issue lie in the public domain.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims fail because Plaintiff does not own a valid copyright in *Tight Up Skirt*.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims fail because any allegedly copied portions of the works at issue are neither sufficiently original to warrant copyright protection nor the protectable expression of an idea.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims fail because the expression that Plaintiff alleges was infringed is a short phrase not susceptible to copyright protection.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims are barred because the works at issue were independently created.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims fail because the expression that Plaintiff alleges was infringed is not original to Plaintiff.

**TENTH AFFIRMATIVE DEFENSE**

Without admitting the alleged use of any original or protectible copyrighted material allegedly owned by Plaintiff, which is denied, Plaintiff's purported claims fail because any such alleged use is protected as a *de minimis* use.

**ELEVENTH AFFIRMATIVE DEFENSE**

To the extent that the Brown Defendants are found to have engaged in infringement, which the Brown Defendants deny, Plaintiff expressly or implicitly consented to or ratified the Brown Defendants' actions.

**TWELFTH AFFIRMATIVE DEFENSE**

Without admitting the alleged use of any original or protectible copyrighted material allegedly owned by Plaintiff, which is denied, the conduct of which Plaintiff complains is protected as fair use under 17 U.S.C. § 107 of the Copyright Act of 1976.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims fail because, were Plaintiff to prove the conduct alleged in the Complaint, it would be protected as *scènes à faire*.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Without admitting any infringement, which is denied, the alleged infringement was innocent.

**FIFTEENTH AFFIRMATIVE DEFENSE**

To the extent that the Brown Defendants are found to have engaged in infringement, which the Brown Defendants deny, Plaintiff is precluded from recovering statutory damages or attorneys' fees based on its belated registration of the pertinent copyright registrations.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims are barred, in whole or in part, to the extent that Plaintiff has failed to name necessary and/or indispensable parties.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's purported claims are barred in whole or in part to the extent that Plaintiff has sued the improper parties, defendants, or entities. By way of example, the YouTube Channel (*i.e.*, named-Defendant Chris Brown TV) is not a juridical entity susceptible to judicial process in New York.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

The Complaint's purported claims are barred in whole or part by the doctrine of laches.

**NINETEENTH AFFIRMATIVE DEFENSE**

The YouTube Channel (*i.e.*, named-Defendant Chris Brown TV) does not have sufficient contacts with the State of New York for the Court to exercise specific or general personal jurisdiction over it in this action.

**TWENTIETH AFFIRMATIVE DEFENSE**

Brown does not have sufficient contacts with the State of New York for the Court to exercise specific or general personal jurisdiction over him in this action.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Plaintiff's purported claims are barred, in whole or in part, by the doctrine of unclean hands.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

Plaintiff has not sustained any damages as a result of any acts or omissions by the Brown Defendants.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

Plaintiff has failed to mitigate its alleged damages.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to injunctive relief because Plaintiff possesses an adequate remedy at law should it prevail on the merits of its claim.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

The Brown Defendants incorporate by reference each and every affirmative defense set forth in FRCP 8(c) as if fully set forth herein.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

The Brown Defendants have insufficient knowledge or information upon which to form a belief as to whether they may have additional, as yet unstated, separate defenses available, and hence reserve the right to amend this Answer to add, delete, or modify defenses based upon legal theories that may or will be divulged through discovery of the factual bases for Plaintiff's claims for relief or further legal analysis.

**WHEREFORE**, the Brown Defendants pray for judgment, as follows:

1. Dismissing the Complaint in its entirety, with prejudice;
2. Awarding the Brown Defendants their reasonable attorneys' fees and costs in connection with the defense of this action pursuant to 17 U.S.C. § 505; and
3. Granting the Brown Defendants such other and further relief as the Court deems just and proper.

Dated: November 29, 2021  
New York, New York

**PRYOR CASHMAN LLP**

By: /s/ James G. Sammataro  
James G. Sammataro  
jsammataro@pryorcashman.com  
Ross M. Bagley  
rbagley@pryorcashman.com  
255 Alhambra Circle, 8th Floor  
Miami, Florida 33134  
Tel: (786) 582-3003

7 Times Square  
New York, New York 10036  
Tel: (212) 421-4100

*Attorneys for Christopher Maurice Brown and  
Chris Brown TV*

DancehallMag.com