

CAUSE NO. 2022-10250

MEGAN PETE P/K/A MEGAN  
THEE STALLION

*Plaintiff,*

VS.

1501 CERTIFIED ENTERTAINMENT, LLC

*Defendant.*

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

152ND JUDICIAL DISTRICT

**PLAINTIFF'S RESPONSE TO DEFENDANT'S  
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Plaintiff Megan Pete p/k/a Megan Thee Stallion ("Plaintiff" or "Pete") files this Response to Defendant 1501 Certified Entertainment's ("Defendant" or "1501") Motion for Partial Summary Judgment (the "Motion").

**I. SUMMARY OF ARGUMENT**

1. This Court should deny the Motion in its entirety. The facts, as known to Pete and as set out in this Response, vary greatly from the allegations made by her current record label, 1501, in its Motion concerning Pete's album "Something for Thee Hotties." Regardless of which definition of "album" applies between the two relevant contracts, "Something for Thee Hotties" meets the definition of "album" and satisfies Pete's recording commitment. To the extent the parties disagree, those material fact issues ought to be heard by the jury in this case after a full presentation of the evidence and witness testimony.

2. An understanding of the relationship between Pete, 1501, and Theory Entertainment d/b/a 300 Entertainment ("300 Entertainment") is imperative to follow the procedural process for the releasing of an album. Pete and 1501 entered into the Exclusive Artist Recording and Performance Contract, on February 3, 2018 (the "Artist Agreement"). Then, on November 26, 2018, 1501 entered into the Theory Entertainment LLC d/b/a 300 Entertainment -

w- 1501 Certified Entertainment, LLC f/s/o the artist p/k/a Megan Thee Stallion/Pressing and Distribution/Short Form Agreement (the “Distribution Agreement”). As a result, 300 Entertainment became the distributor and was granted the exclusive right to manufacture, distribute, sell, transmit and otherwise exploit Pete’s albums. For the last three (3) years, therefore, Pete has worked directly with 300 Entertainment on the preparation and release of all of her music. 300 Entertainment, not Pete, handles the communications with 1501 regarding Pete’s music and upcoming albums.

**A. 1501’s Motion Should be Denied.**

3. With that backdrop, the Court should deny 1501’s Motion for the following reasons: (1) Pete worked with 300 Entertainment pursuant to the Distribution Agreement to prepare “Something for Thee Hotties” for release; (2) 300 Entertainment kept 1501 apprised of developments related to “Something for Thee Hotties” for months prior to its release; (3) Pete delivered “Something for Thee Hotties” to 300 Entertainment in a commercially and technically satisfactory form in accordance with the Distribution Agreement; (4) 300 Entertainment promoted “Something for Thee Hotties” as Pete’s upcoming album prior to its release; (5) 300 Entertainment provided 1501 with a link to “Something for Thee Hotties” at least three days prior to its release; (6) 1501 asserted no objection to “Something for Thee Hotties” until two months *after* its release; and (7) “Something for Thee Hotties” meets the definition for “album” under both the Artist Agreement and Distribution Agreement. Accordingly, “Something for Thee Hotties” satisfies Pete’s “Minimum Recording Commitment” for the second Option Period under her contracts and Pete’s latest album, “Traumazine,” satisfies her “Minimum Recording Commitment” for the third and final Option Period.

**B. Fact Issues Clearly Exist as to 1501’s Motion.**

4. As will be further detailed throughout this response, there are numerous fact issues interlaced in each of the reasons listed above. For example, Pete contests 1501’s representations that (1) approval was not provided by 1501 prior to the release of “Something for Thee Hotties”; (2) 1501 was allegedly never consulted as to any of the material included on or relating to “Something for Thee Hotties”; and (3) 1501 purportedly only learned of the release of “Something for Thee Hotties” hours before it came out. Further, there are fact issues surrounding the definition of “album” under the Distribution Agreement, including (1) what constitutes “previously-unreleased”; and (2) whether “freestyles” or “skits” are tracks that may count toward the composition of an album. These fact issues, individually or collectively, require 1501’s Motion to be denied. Pete should be allowed her day in court to present evidence and testimony to the jury demonstrating that she has done all that was required of her in the delivery and release of her albums.

**II. FACTUAL BACKGROUND**

5. Pete is one of the most successful female rappers in the history of hip-hop. As a native of Houston, Texas, Pete has been writing her own rap songs since the age of sixteen (16). When Pete was just entering the world of hip-hop as a new recording artist in her own right, Pete was introduced to 1501 right here in Houston.

**A. The Artist Agreement and Distribution Agreement.**

6. When Pete first met Carl Crawford, the owner and CEO of 1501, Crawford made several misrepresentations and omissions to Pete that induced her to make 1501 her first record label.<sup>1</sup> Accordingly, on February 3, 2018, Pete signed the Artist Agreement attached as **Exhibit A**

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<sup>1</sup> Those misrepresentations and omissions were the subject of prior litigation and are not at issue here.

to 1501's Motion for Partial Summary Judgment.<sup>2</sup>

7. On November 26, 2018, 1501 entered into the Distribution Agreement with 300 Entertainment attached as **Exhibit B** to 1501's Motion for Partial Summary Judgment. Importantly, 300 Entertainment became Pete's music distributor at this point and took over all marketing and distribution of Pete's music.

8. In late 2019, Pete realized the Artist Agreement she signed with 1501 was significantly one-sided in favor of 1501 and not compliant with industry standards. Pete brought this to 1501's attention.

9. 1501 reacted punitively and began to try to unlawfully instruct 300 Entertainment not to release or distribute any of Pete's new music. Specifically, 1501 objected to the release of Pete's album "Suga." Accordingly, Pete brought suit seeking injunctive relief against 1501 so she could release the music she had worked tenaciously to create. This Court sided with Pete and granted Pete's Application for Temporary Restraining Order in March 2020, which enjoined 1501 from preventing the release of Pete's music and allowed "Suga" to be commercially released to the public on March 6, 2020. "Suga" went on to attain the status of a gold album under RIAA standards on or about May 4, 2021.<sup>3</sup>

10. Despite the existence of the lawsuit between them, Pete continued to work hard and produce new music. On November 20, 2020, Pete released her album "Good News," which became a platinum album on or about July 14, 2021.<sup>4</sup>

11. Throughout 2020 and the early part of 2021, Pete and 1501 engaged in negotiations

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<sup>2</sup> Pete references Exhibits from 1501's Motion for Partial Summary Judgment because those Exhibits were filed under seal. Thereafter, 1501 filed an unopposed motion to permanently file those Exhibits (and others) under seal.

<sup>3</sup> See [https://www.riaa.com/gold-platinum/?tab\\_active=default-award&ar=Megan+Thee+Stallion&ti=&format=&type=#search\\_section](https://www.riaa.com/gold-platinum/?tab_active=default-award&ar=Megan+Thee+Stallion&ti=&format=&type=#search_section) (last visited December 14, 2022).

<sup>4</sup> *Id.*

to amend the Artist Agreement in an effort to resolve their disputes. On or about March 1, 2021, Pete and 1501 entered into an agreement that amended certain provisions of the Artist Agreement (the “Amendment,” attached as **Exhibit C** to 1501’s Motion for Partial Summary Judgment).

**B. The Album “Something for Thee Hotties.”**

12. Pete’s hard work and artistic expression never ceased in 2021 and, in fact, only accelerated. During the spring of 2021, Pete began recording songs for a new album that would ultimately become “Something for Thee Hotties,” which is the subject of the Motion.

13. Prior to the release of “Something for Thee Hotties,” Pete and her team took steps for the recording and clearance of the album required by the Distribution Agreement that were the same or similar to past practices to which 1501 never complained about or objected to. *See* the Declaration of Ira Friedman, attached as **Exhibit G**, at ¶ 10. Specifically, Pete’s team worked directly with 300 Entertainment, which in turn worked with 1501.

14. To keep 1501 apprised on Pete’s projects, 300 Entertainment provided updates titled “Upcoming Movements and Events for Review” to 1501. In the May 25, 2021 update, 300 Entertainment advised 1501 that that the “[t]eam has currently been situating recording sessions in preparation for additional product release in 2021. Two recent sessions have been situated for Jamaica and Miami for mid-May, with budget coming in at \$245k.” *See* C. Crawford’s Deposition Transcript, attached as **Exhibit I** at Ex. 20. When questioned about this May 2021 update in his deposition, Carl Crawford, the corporate representative and CEO of 1501, admitted that he received this notice by e-mail. *See id.* at 222:5–223:15.

15. During the week of August 2, 2021, 300 Entertainment provided another “Upcoming Movements and Events for Review” to 1501 and advised 1501 that “[p]er [Kevin Liles of 300 Entertainment]’s conversation with [James Prince, consultant for 1501] earlier this week,

please find attached for the budget expectations for MTS’s upcoming recording trip next week to Turks and Caicos *in order to complete her album.*” *See id.* at Ex. 21. (emphasis added).

16. When questioned about this weekly update, Mr. Crawford agreed that James Prince was having conversations with Kevin Liles about Pete completing an album around August of 2021:

24 Q. Okay. It says, "Per Kevin's conversation  
25 with James earlier this week, please find attached

1 the budget expectation for MTS's upcoming recording  
2 trip next week to Turks and Caicos in order to  
3 keep -- to complete her album." Do you see that?

4 A. Right.

5 Q. And so it seemed as though at least James  
6 Prince is having conversations with Kevin Liles  
7 about Megan recording to complete an album in around  
8 August of '21; correct?

9 A. Uh-huh.

10 Q. That's a yes?

11 A. Yes.

*See id.* at 226:24–227:11. When questioned further about his discussions with Mr. Prince regarding the upcoming album, Mr. Crawford testified that 1501 “always knows” what is going on so it can either approve of the album or not:

24 Q. Do you recall talking to James Prince about  
25 that discussion?

1 A. We might have. I can't remember. But, you  
2 know, we knew about all the stuff.

3 Q. And you knew about what was going on;  
4 right?

5 A. Yeah, pretty much. As a whole, we always  
6 know what's going on so we can either approve it or  
7 not.

*See id.* at 227:24–228:7.

17. On October 22, 2021, 300 Entertainment began promoting “Something for Thee Hotties” on its Instagram page. *See Exhibit M* (a post from 300 Entertainment stating that

“Something for Thee Hotties” is coming on “10/29”). During his deposition, Mr. Crawford testified that he follows 300 Entertainment on social media, began following them a long time ago, and is still following them. *See* Ex. I at 179:13–19.

18. On October 25, 2021, 300 Entertainment provided 1501 with another relevant “Upcoming Movements and Events for Review” report. *See id.* at Ex. 24. This report provided 1501 with “the current budget relative to this week’s upcoming MTS project release for production, mixing, mastering and sample clearances.” *Id.* Mr. Crawford testified that 1501 did not object to the October 25, 2021 “Upcoming Movements and Events for Review” and did not object to the release of “Something for Thee Hotties”.

16 Q. Okay. And it has -- this one says subject:  
17 Megan Thee Stallion Upcoming Movements and Events  
18 for Review, Week of 10/25/21. And it includes a  
19 variety of specific marketing budget items about the  
20 project release. Do you see that?  
21 A. Uh-huh, yes.  
22 Q. Okay. And do you know whether or not 1501  
23 objected to any of these items?  
24 A. No, we didn't.

...

14 Q. Okay. Did you ever object to the release,  
15 you personally, for Something for Thee Hotties?  
16 A. Yeah, I personally didn't think it -- I  
17 personally just didn't like it.  
18 Q. You didn't like the music?  
19 A. The music or just like, you know, the  
20 features or whatnot. It just didn't qualify as,  
21 like, what she normally -- the body of work that we  
22 normally put together, it didn't measure up to the  
23 sound or nothing like that.  
24 Q. And I guess my question is more specific  
25 than that. Did you ever say I object to this, do

1 not release it or something like that?  
2 A. No, I didn't ever say that.

*See id.* at 238:16-24 and 240:14–241:2.


19. Moreover, a link to “Something for Thee Hotties” was sent directly by 300 Entertainment to Mr. Crawford on October 26, 2021 to allow 1501 to listen to the album ahead of its release:

Message

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**From:** Jonah [deliveries@studiocdn.com]  
on behalf of Jonah <deliveries@studiocdn.com> [deliveries@studiocdn.com]  
**Sent:** 10/26/2021 6:57:33 PM  
**To:** carl.crawford@1501ent.com  
**Subject:** MTS - Something for Thee Hotties (Streaming Link)

To access your studioCDN delivery please click the link below

[Click here to view](#) 

See Ex. I at Ex. 23. During his deposition, Mr. Crawford testified that he “[s]ometimes” listens to the music he receives. See *id.* at 237:5-16. When questioned on whether or not he recalls ever responding to an e-mail with a streaming link stating he does not approve of the music, Mr. Crawford testified that 1501 would never do that:

21 Q. Okay. Do you ever recall ever responding  
22 to an e-mail with a streaming link of music saying I  
23 hate the music, I don't like the music, or I don't  
24 approve the music?  
25 A. No, we -- we wouldn't -- we wouldn't never  
1 do that.

See *id.* at 237:21–238:1.

20. Accordingly, after months of notices concerning Pete’s work on her album “Something for Thee Hotties,” 1501 never objected to Pete’s work on the album or asked to work creatively with Pete in the process. See Ex. G, Friedman Aff. at ¶¶ 15 and 16. And, after having received the streaming link to “Something for Thee Hotties” in advance of its release, 1501 never objected to the music and never stated that it did not meet the definition of an “album.”



21. Pete, therefore, released the album, “Something for Thee Hotties,” on October 29, 2021. *See* Ex. G, Friedman Aff. at ¶ 13. The total run time on “Something for Thee Hotties” is 45:02 minutes. *See* Declaration of M. Schmid, attached as **Exhibit K** and the Track List for “Something for Thee Hotties,” attached as **Exhibit L**. The album includes new tracks, previously unreleased tracks, and skits. *See* Ex. G, Friedman Aff. at ¶ 22. “Something for Thee Hotties” debuted at No. 3 on Billboard’s Top R&B/Hip-Hop Albums chart in its first week of release.<sup>5</sup> Two of the tracks on the album reached gold and platinum status.<sup>6</sup> Specifically, Pete’s song “Thot Shit” ultimately reached platinum on or about November 30, 2022 and her song “Megan’s Piano” reached gold status on or about November 29, 2022.<sup>7</sup>

**C. 1501’s Unlawful Attempt to Chain Pete Down to 1501 for Additional Albums.**

22. On or about January 5, 2022, *more than two (2) months* after Pete’s release of “Something for Thee Hotties,” 1501 sent a letter out-of-the-blue asserting that the album “Something for Thee Hotties” did not constitute an “Album” under the parties’ agreements. *See Exhibit D to* 1501’s Motion for Partial Summary Judgment.

23. 1501’s abrupt and much delayed objection to “Something for Thee Hotties” blindsided Pete. To take the position that “Something for Thee Hotties” would not count as an album months *after* its release surprised all those involved given that 1501 was aware Pete was working on an album since at least May 2021 and 1501 received the streaming link to listen to the music ahead of its release and 1501 never objected.

24. If 1501 intended to work with Pete in good faith, 1501 would have raised its

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<sup>5</sup> <https://www.billboard.com/music/chart-beat/megan-stallion-something-hotties-top-10-rb-hip-hop-albums-chart-9658786/>

<sup>6</sup> *See* [https://www.riaa.com/gold-platinum/?tab\\_active=default-award&ar=Megan+Thee+Stallion&ti=&format=&type=#search\\_section](https://www.riaa.com/gold-platinum/?tab_active=default-award&ar=Megan+Thee+Stallion&ti=&format=&type=#search_section) (last visited December 14, 2022).

<sup>7</sup> *Id.*

objection with Pete well in advance of the release date. By waiting until after the release, 1501 removed any opportunity for the parties to confer and work together to address any issues, if such action was warranted. *See* Ex. G, Friedman Aff. at ¶ 21.

25. The evidence also refutes 1501’s “Undisputed Material Facts” section of its Motion for Partial Summary Judgment, that includes blatant misrepresentations such as:

- MTS never sought—or received—1501’s approval prior to the release of “Something for Thee Hotties.” *See* 1501’s Motion, p. 6 ¶ 26.
- 1501 was never consulted as to any of the material included on or relating to “Something for Thee Hotties.” *Id.* at p. 6 ¶ 27.
- 1501 only learned of the release of “Something for Thee Hotties” hours before it came out.” *Id.* at p. 6 ¶ 28.

26. The evidence reflects that Pete worked with 300 Entertainment, as required by the Distribution Agreement, to prepare “Something for Thee Hotties” for commercial release. 300 Entertainment provided 1501 with updates on the status of “Something for Thee Hotties,” and provided 1501 with access to the entire album well in advance of its release date. *See* Ex. I at Ex. 20, 21, 23, and 24. Pete timely delivered “Something for Thee Hotties” in a technically and commercially satisfactory form as required by the Distribution Agreement. *See* Ex. G, Friedman Aff. at ¶ 11. 300 Entertainment assisted with getting several of the songs cleared and sample agreements signed. *Id.* at ¶ 12. Moreover, 300 Entertainment approved of the album and the album was therefore released on October 29, 2021. *Id.* at ¶ 13. 1501’s objection after the release of the album is untimely and inconsistent with 1501 and 300 Entertainment’s past conduct. 1501’s objection is also undermined by the fact that 1501 has been happy to collect its royalties related to “Something for Thee Hotties” notwithstanding its “objection.”

27. Pete can only speculate as to the reasons why 1501 has taken this obviously misguided position and is knowingly misrepresenting facts to this Court. But the intended result

of its actions is clear: 1501 wants to tie Pete down to release more albums for the financial benefit of 1501. This is inconsistent with the agreements between the parties. By all accounts, “Something for Thee Hotties” is an album.

### III. SUMMARY JUDGMENT STANDARD

28. When filing a traditional motion for summary judgment, “[t]he movant has the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law.” *Pitts v. Bank of New York Mellon Tr. Co.*, 583 S.W.3d 258, 261 (Tex. App.—Dallas 2018, no pet.) (citing Tex. R. Civ. P. 166a(c)). “In deciding whether a disputed material fact issue exists precluding summary judgment, evidence favorable to the nonmovant will be taken as true. *Id.* (citing *In re Estate of Berry*, 280 S.W.3d 478, 480 (Tex. App.—Dallas 2009, no pet.)). Every reasonable inference must be indulged in favor of the nonmovant and any doubts resolved against the motion. *Id.* (*City of Keller v. Wilson*, 168 S.W.3d 802, 824 (Tex. 2005)).

### IV. ARGUMENT

#### A. **Pete worked with 300 Entertainment regarding the release of “Something for Thee Hotties” pursuant to the Distribution Agreement and in accordance with the pattern of practice between the parties.**

29. The Distribution Agreement provides 300 Entertainment with a “Grant of Rights” including the exclusive right to “manufacture, distribute, sell, transmit and otherwise exploit the Artist Materials, including the Album[.]” *See* Ex. B, p. 2 ¶ 4(a). Accordingly, and as was the standard of practice for all prior album releases, Pete worked directly with 300 Entertainment to prepare “Something for Thee Hotties” for release. *See* Ex. G, Friedman Aff. at ¶¶ 9 and 10.

##### *i. Pete delivered “Something for Thee Hotties” in accordance with the Distribution Agreement.*

30. 1501 wrongfully asserts in its Motion that “the Minimum Recording Commitment would not be deemed delivered until MTS delivered, and 1501 approved and accepted, the

recordings.” *See* Motion, ¶ 6. To support this argument, 1501 avoids the Distribution Agreement (despite wholly relying upon the Distribution Agreement for the definition of “album” and recognizing that “to the extent that there are any conflicts between the terms of the Distribution Agreement and the Artist Agreement, then the terms of the Distribution Agreement shall control.”). *See id.* at ¶ 15.

31. Indeed, the delivery obligation under the Artist Agreement was supplanted by the Distribution Agreement. The Distribution Agreement states that “[t]he Artist Materials shall be **“Delivered”** to 300 in accordance with the terms set forth on Exhibit “A” attached hereto and made a part hereof.” *See* Ex. B, § 2(c). “Delivery” is defined in Exhibit “A” as “the actual receipt by 300 of a completed, fully-edited, mixed and equalized two-track stereo tape, in the format customarily used by 300 for the manufacture of records at the time of Delivery...of each Master comprising the applicable Album, which tapes shall in all respects be in the proper form for the production of the parts necessary for the manufacture or creation of records[.]” *See Id.* at Exhibit A.

32. Pete, in accordance with the Distribution Agreement, delivered “Something for Thee Hotties” to 300 Entertainment. *See* Ex. G, Friedman Aff. at ¶ 11. At no point has 300 Entertainment taken the position that “Something for Thee Hotties” was not properly delivered. *Id.* Rather, 300 Entertainment began promoting “Something for Thee Hotties” a week before its release. *See* Ex. M. And, 300 Entertainment continued to promote “Something for Thee Hotties” after its release because of its wide success. *See Exhibit N* (a post on Instagram from 300 Entertainment on 12/1/2021 stating “Megan’s Piano” - a song from “Something for Thee Hotties” is the “#1 most added record on Urban and Rhythmic Radio!”). Accordingly, “Something for Thee Hotties” was delivered to 300 Entertainment as required by the Distribution Agreement.

*ii. “Something for Thee Hotties” was technically and commercially satisfactory when delivered to 300 Entertainment.*

33. “Delivery” as defined in Exhibit “A” additionally states that “[e]ach Master shall be subject to 300’s approval as technically and commercially satisfactory, and shall not be deemed Delivered unless and until such approval is given.” *See* Ex. B at Exhibit A. Pete delivered “Something for Thee Hotties” in a technically and commercially satisfactory form, and 300 Entertainment has never alleged that “Something for Thee Hotties” was not technically and commercially satisfactory. *See* Ex. G, Friedman Aff. at ¶ 11. Rather, 300 Entertainment marketed, commercially distributed, and sold “Something for Thee Hotties” to the public as an album. *See id.* at ¶ 13.

*iii. 300 Entertainment has the exclusive right to exploit Pete’s artistic work.*

34. A primary position 1501 has taken in regards to “Something for Thee Hotties” is that 1501 did not provide its approval for the album prior to its release. *See* 1501’s Motion, p. 6 ¶ 26. However, the Distribution Agreement makes clear that the authority to release, distribute, and sell rests solely with 300 Entertainment. *See* Ex. B, §§ 4(a) (granting 300 Entertainment the exclusive right to “manufacture, distribute, sell, transmit and otherwise exploit the Artist Materials, including the Album[.]”). As such, 300 Entertainment moving forward and releasing “Something for Thee Hotties” was within 300 Entertainment’s discretion and proves that Pete upheld all of her obligations.

**a. Even if 1501 had approval rights, 1501 must be deemed to have approved of “Something for Thee Hotties” as an album.**

35. 1501 relies upon section 2(d) of the Distribution Agreement in support of its argument that it has a right of approval for an album. The sections states, “1501 accepts and confirms that during the Term, 300 and all persons authorized by 300, subject to 1501 prior

approval (including all creative elements, e.g., recordings, producers, videos, art, etc.), shall have the exclusive rights as granted herein, in the Territory during the Term to exploit Artist's services as a recording artist in accordance with the terms hereof and to all the results and proceeds of such services." *See* Ex. B, § 2(d).

36. But Section 2(d) makes no reference to the right to manufacture, distribute, sell, transmit or otherwise exploit an album as those rights are covered under section 4(a).

37. Further, 1501 agreed in the Distribution Agreement that "[w]herever your [1501] approval is required, such approval will not be unreasonably withheld and will be deemed to have been given within five (5) business days following your receipt of such material, unless you notify 300 to the contrary within said five (5) business day period." *See* Ex. B, § 14(b).

38. Throughout 2021, 300 Entertainment advised 1501 about "Something for Thee Hotties" by at least May of 2021. *See* Ex. I at Ex. 20. During the week of August 2, 2021, 300 Entertainment provided an update recapping its conversations with 1501 for the budget expectations for recording "Something for Thee Hotties." *See id.* at Ex. 21. On October 25, 2021, 300 Entertainment provided 1501 with "the current budget relative to this week's upcoming MTS project release for production, mixing, mastering and sample clearances." *See id.* at Ex. 24. Despite having several months to seek to interject itself into the creative process, 1501 never did. And, 1501 never objected to the album. *See id.* at 237:21–238:1, 238:22–24, and 240:14–241:2. Therefore, 1501 is contractually deemed to have given approval to 300 Entertainment for the release of "Something for Thee Hotties."

39. Moreover, 300 Entertainment provided 1501 with a streaming link of the album three days before its release to allow 1501 to listen to the music. *See id.* at Ex. 23. 1501 had notice and the opportunity to object to "Something for Thee Hotties" prior to its release. Yet not once

before the release of “Something for Thee Hotties” did 1501 object or claim that “Something for Thee Hotties” did not meet the definition of Album. Pete was wholly unaware that 1501 would take this position prior to receiving the letter sent by 1501 *two months after* the album’s release. At that point, it was too late for the parties to work together and nothing could be done.

40. To the extent that this Court finds 1501 has approval rights with respect to Pete’s artistic work, then whether or not 300 Entertainment obtained 1501’s approval prior to releasing “Something for Thee Hotties” is a dispute between 1501 and 300 Entertainment that should not embroil Pete. Section 2(d) places an obligation upon 300 Entertainment, but places no obligation upon Pete. 1501 is unjustly trying to shift contractual requirements to Pete that are not hers to bear. To find otherwise would circumvent the Distribution Agreement and unjustly prejudice Pete.

*iv. Alternatively, 1501 has waived any right to object to “Something for Thee Hotties.”*

41. Assuming, arguendo, that 1501 has approval rights for the release of an album, 1501 waived those rights for “Something for Thee Hotties” by having knowledge of the album’s pending release and failing to assert any objection until two months after the album’s release.

42. The elements of waiver include (1) an existing right, benefit, or advantage held by a party; (2) the party’s actual knowledge of its existence; and (3) the party’s actual intent to relinquish the right, or intentional conduct inconsistent with the right. *Trelltex Inc. v. Intecx LLC*, 494 S.W.3d 781 (Tex. App.—Houston [14th Dist.] 2016) (citing *Ulico Cas. Co. v. Allied Pilots Ass’n*, 262 S.W.3d 773, 778 (Tex. 2008)).

43. Here, 1501 is claiming a contractual right to approve/disapprove of an album before its release. 1501 was made well aware of “Something for Thee Hotties” impending release, and thus had knowledge that it needed to exercise its alleged right if it intended to do so. 1501 received updates from 300 Entertainment on the status of “Something for Thee Hotties,” for several months

leading up to its release and received access to the entire album well in advance of its release date. *See* Ex. I at Ex. 20, 21, 23, and 24. 1501 never asserted any objection. *See id.* at 238:22-24, 237:21–238:1, and 240:14–241:2. To the extent 1501 claims its silence is a defense, “[s]ilence or inaction, for so long a period as to show an intention to yield the known right, is also enough to prove waiver.” *Tenneco Inc. v. Enter. Prods. Co.*, 925 S.W.2d 640, 643 (Tex. 1996) (emphasis added).

44. 1501’s election to do nothing until after “Something for Thee Hotties” was released represents intentional conduct inconsistent with its alleged approval right. The industry standard is to notify an artist *before* an album gets released if there is an objection. *See* Ex. G, Friedman Aff. at ¶ 21. If 1501 sought to exercise an alleged approval right, it should have done so before “Something for Thee Hotties” was released and provided Pete and 300 Entertainment with specific reasons as to why “Something for Thee Hotties” is not an “Album.” *Id.* This would have allowed the parties an opportunity to confer, and would have provided Pete an opportunity to cure any alleged issues if such action was warranted. *Id.* 1501’s rejection of the industry standard, and remaining silent on its alleged approval right, only serves to prejudice Pete. If 1501 is permitted to raise an objection at any time after an album’s release, Pete will never be able to assuredly release an album. This is bad faith conduct on behalf of 1501, who, all the while, is cashing royalty checks for “Something for Thee Hotties.” The Court should disallow such conduct and find that 1501 has waived any alleged approval rights, or, at a minimum, leave that question for the jury. *See Tenneco*, 925 S.W.2d at 643 (“Waiver is ordinarily a question of fact”, but “[w]here the facts and circumstances are admitted or clearly established, however, the question becomes one of law.”).



**B. “Something for Thee Hotties” satisfies the definition for “Album” under the Artist Agreement.**

45. The Artist Agreement defines an “Album” as a “LP-record (or its equivalent) of not less than forty-five (45) minutes in length[.]” *See* Ex. A, p. 1. The Artist Agreement has no other qualifications to be an Album. “Something for the Hotties” is 45:02 minutes—which is not disputed and is easily confirmed on Apple Music<sup>8</sup> or Spotify.<sup>9</sup> *See See* Ex. G, Friedman Aff. at ¶ 22.

46. 1501 has no basis in law or fact to object to “Something for the Hotties” constituting an Album under the Artist Agreement and, notably, avoids the definition in their Motion. Accordingly, “Something for Thee Hotties” is an “Album” as defined in the Artist Agreement.

**C. “Something for Thee Hotties” satisfies the definition for “Album” under the Distribution Agreement.**

47. The definition for “Album” in the Distribution Agreement states that “[e]ach Album shall consist of no fewer than twelve (12) master recordings (the “**Masters**”) embodying new recordings of Artist’s studio performances of previously-unreleased compositions (except the Mixtape which already exists), and having a collective running time of no fewer than forty (40) minutes.” *See* Ex. B, p. 1. “Something for Thee Hotties” comprises twenty-one (21) previously-unreleased master recordings for a total run time of 45:02 minutes. Regardless of which definition of “Album” is applied, “Something for Thee Hotties” is an Album.

*i. The affidavit 1501 relies upon related to the definition for “album” under the Distribution Agreement creates issues of fact.*

48. As an initial matter, the only evidence 1501 provides beyond the agreements in support of its position that “Something for Thee Hotties” is not an album under the Distribution

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<sup>8</sup> <https://music.apple.com/us/album/something-for-thee-hotties/1592641419>

<sup>9</sup> <https://open.spotify.com/album/6B26OzQRObxAp1tbf8jeTq>

Agreement is the affidavit of Ted Harris. Mr. Harris is a lawyer for 1501 and was designation to testify on behalf of 1501 as a corporate representative. The assertions in his affidavit are undermined by the evidence and his own testimony.

49. For example, Mr. Harris swears that (1) MTS never sought—or received—1501’s approval prior to the release of “Something for Thee Hotties”; (2) 1501 was never consulted as to any of the material included on or relating to “Something for Thee Hotties”; and (3) 1501 only learned of the release of “Something for Thee Hotties” hours before it came out.” *See* Affidavit of T. Harris, ¶¶ 12, 13, and 14. This is false. As detailed above, there is evidence that demonstrates that 1501 knew Pete was recording music for “Something for Thee Hotties” as early as May of 2021. *See* Ex. I at Ex. 20. There is also evidence that 1501 received the streaming link containing all of the music on “Something for Thee Hotties” on October 26, 2021 — *at least* three (3) full days before its release. *See* Ex. I at Ex. 23. Lastly, there is evidence that 1501 was consulted regarding the budget for “Something for Thee Hotties.” *See id.* at Ex. 24.

50. When questioned about his representation that “1501 only learned of the release of “Something for Thee Hotties” hours before it came out”, Mr. Harris testified that he did not speak with James Prince or Carl Crawford to confirm this was an accurate statement before signing the affidavit. *See* the Rough Deposition Transcript for T. Harris<sup>10</sup>, attached as **Exhibit J** at 237:14–238:2. Mr. Harris also had to qualify his testimony that it was himself who was specifically not aware of 1501 receiving a link to “Something for Thee Hotties”, which is of course different than the sworn statements in his affidavit that stated 1501 was not consulted and only became aware hours before the release:

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<sup>10</sup> The rough transcript is provided because T. Harris’ deposition was taken on December 9, 2022, and the certified transcript has not yet been received. To the extent the accuracy of the rough transcript is contested by 1501, Pete will supplement with the certified transcript.

6 Q So it may be somebody forwarded you  
7 music for let's say Something for the Hotties  
8 prior to its release and you didn't listen to it?

9 A No. I would have known if a link for  
10 that came in. And I probably would have listened  
11 to that. I received no music for that.

12 Q Do you know when Gee Roberson J Prince  
13 or Carl Crawford first received a link for the  
14 music on Something for the Hotties?

15 A I do not.

16 Q But it's your testimony from earlier  
17 that they didn't receive it prior to release of  
18 the music?

19 A I would qualify that to say I'm not  
20 aware that they received it.

21 Q He that's different than they didn't  
22 receive it?

23 A Yes. Yeah, I agree with that.

*See id.* at 231:6-23. Mr. Harris ultimately conceded that 1501's argument that "Something for Thee Hotties" is not an album because 1501 did not have an opportunity to review and approve of the music is not a sound argument if 1501 in fact did receive the music:

15 Q I understand your position, but you  
16 just testified that one of the reasons why 1501  
17 contested Something for the Hotties being counted  
18 as an album is because they didn't have the  
19 opportunity to review or approve the song  
20 selection of the music.

21 A Yes.

22 Q But if they did in fact have an  
23 opportunity to review the music before it was  
24 released, then that argument wouldn't be a sound  
25 argument; right?

ROUGH DRAFT

1 A The argument as to reviewing --  
2 approval, that's right.

*See id.* at 233:15–234:2.

51. Mr. Harris also swears in his affidavit that “[t]he total duration of new, previously unreleased recordings on ‘Something for Thee Hotties’ featuring MTS is only thirty-one (31) minutes.” *See* Affidavit of T. Harris, ¶ 21. Harris provides no explanation for how this time frame was reached and does not identify any song that he allegedly believes shouldn’t count towards the composition of an album. It is further troubling that Mr. Harris admitted during his deposition that it was actually his assistant, and not himself, that did the calculation to arrive at thirty-one (31) minutes. *See* Ex. J at 219:4-9. And, Mr. Harris testified that he does not recall which recordings he is alleging were previously released. *See id.* at 217:25–218:2. As a result, Pete is left to speculate as to which specific songs 1501 allegedly takes issue with, creating a fact issue.

52. Further, according to Mr. Harris himself, skits should not have been excluded from the total run time of “Something for Thee Hotties.” During his deposition, Mr. Harris stated that

he did not believe that skits were excluded from the thirty-one (31) minute total run time that his assistant calculated. *See id.* at 220:7-9 and 15-18. Again, Pete is left to speculate how the total run time was calculated from 1501's perspective, creating fact issues.

53. Ultimately, 1501 argues, by way of Mr. Harris' affidavit, that "Something for Thee Hotties" is not an album because "Something for Thee Hotties" contains previously released recordings, and spoken interlude recordings/skits. These arguments create facts issue and are legally incorrect, as further detailed below.

*ii. The twenty-one tracks on "Something for Thee Hotties" were previously-unreleased.*

54. 1501 admits that "Something for Thee Hotties" is made up of 21 recordings, but argues that not all of the recordings were "previously-unreleased" because it "includes freestyles that were previously made available on YouTube and archival material from as far back as 2019." *See Motion*, ¶ 41. In support of this position, 1501's Motion relies upon the affidavit of Ted Harris affixed to its Motion. During his deposition, Mr. Harris testified that freestyles are not prohibited under the definition for "album" under the Distribution Agreement, that freestyles are common in the industry, and that he did not distinguish between freestyles and other songs when determining which songs on "Something for Thee Hotties," he believes, should count towards an album. *See Ex. J* at 149:19-22; 152:14-17; and 219:4-220:14. Therefore, 1501's objection is limited to whether the recordings were "previously-unreleased" and not whether the recordings are freestyles.

55. 1501's understanding of what constitutes "previously-unreleased" (i.e., on YouTube) is incorrect. For guidance, this Court can look to The Copyright Act of 1976 (the "Act") and how various artistic works are defined and understood in the music industry. Notably, the Act

does not define “previously-unreleased compositions.”<sup>11</sup> See 17 U.S.C. 101 (not including “previously-unreleased” or “previously-released” or “composition” in list of defined terms). In practice, however, courts use the term “previously-unreleased” to refer to the status of “Publication,” which the Act defines as “the distribution of copies or phonorecords of a work to the public by sale or other transfer of ownership, or by rental, lease, or lending.” 17 U.S.C. 101; see e.g., *Cafferty v. Scotti Bros. Records*, 969 F. Supp. 193, 195 (S.D.N.Y. 1997) (describing records that have not been published as “previously unreleased” music); *Shakur v. ZNO Records*, 2007 U.S. Dist. LEXIS 118316, at \*3 (S.D.N.Y. July 16, 2007) (same). The understanding that “previously-unreleased” means a work that has not been published (i.e., a sound recording that has not been distributed to the public for sale) accords with the colloquial understanding of the term. See *Unreleased*, WordNik<sup>12</sup> (defining “unreleased” as “not (or not yet) made available for distribution or publication”). Accordingly, the Court should construe “previously-unreleased” to refer to whether the recording has been made available for commercial distribution.

56. This definition for “previously-unreleased” is supported by the Distribution Agreement and the Amendment. First, the Distribution Agreement states that “[e]ach Contract Period shall continue until twelve (12) months following **initial commercial release** of the applicable Album in the United States.” Ex. B, § 2(a) (emphasis added). Second, the Amendment (which was signed after the Distribution Agreement) reemphasizes that a release must be “commercial.” See Ex. C, ¶ 2 (“Each contract period shall continue until ten and one-half (10 ½) months following the **initial commercial release** of the applicable LP in the United States[.]”) (emphasis added). The contractual documents make it an express requirement that a release be

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<sup>11</sup> There is no Texas law regarding the definition of “previously-unreleased” in the context of an album. The Court should rely upon copyright law because copyright law is for works of art and their distribution.

<sup>12</sup> <https://www.wordnik.com/words/unreleased>

“commercial.” There is no language in any of the contractual documents that would suggest a release has any other meaning outside of a commercial release.

57. It is irrefutable that Pete’s freestyles that were on YouTube qualify as “previously-unreleased” because they had not been “commercially” released and were not for sale. The freestyles were not released commercially until they were refurbished, remastered, and included on “Something for Thee Hotties.”

58. 1501 contesting Pete’s freestyles on “Something for Thee Hotties” also highlights 1501’s true intent—to force Pete to produce additional albums for their benefit—because 1501 represents other artists that include freestyles on their albums. For example, 1501’s second biggest artist (behind Pete) is Erica Banks. Erica Banks has the song “I’m Up Freestyle” on her album “Art of the Hustle” and the song “Problem (Freestyle)” on her album “Cocky on Purpose.”<sup>13</sup> It is apparently only Pete that 1501 seeks to prevent from including freestyles as part of an album.

a. **At a minimum, the definition for “previously-unreleased” presents a question of fact.**

59. At a minimum, if there is any ambiguity around the term “previously-unreleased”, it should be reserved as a question of fact for the jury.<sup>14</sup> See *Slip-N-Slide Records, Inc. v. TVT Records, LLC*, No. 05-21113-CIV-TORRES CONSENT, 2007 U.S. Dist. LEXIS 9014, at \*33 (S.D. Fla. Feb. 8, 2007) (holding that “[w]hether previously unreleased recordings can be accurately marketed as “new” was a question of fact for the jury to resolve).

iii. ***The Skits on “Something for Thee Hotties” count towards the composition of an album.***

60. 1501 also takes issue with skits that are on “Something for Thee Hotties.” While

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<sup>13</sup> See <https://music.apple.com/us/album/art-of-the-hustle/1457930583> and <https://music.apple.com/us/album/cocky-on-purpose/1487263945>

<sup>14</sup> Filed simultaneously with this response is Pete’s Answer to the Third Amended Counterclaims filed by 1501 in which ambiguity is raised as an affirmative defense.

1501's Motion contains no argument, authority, or analysis for why a skit would not count towards the composition of an album, in one sentence of its Motion, 1501 states "[Something for Thee Hotties] includes spoken interlude recordings and skits on which [Pete] does not even appear" and again relies upon the affidavit of Ted Harris. *See* Motion, ¶ 31. However, during his deposition, Mr. Harris testified that 1501 is not objecting to Pete's use of skits:

12           Q     Just to be clear, 1501 is not  
13     objecting to my client's use of skits; correct?  
14           A     No.

*See* Ex. J at 225:12-14.

61.     Mr. Harris further testified that the only recordings that he "excluded" from the album were allegedly previously released recordings and that no skits were excluded:

17           Q     Which tracks or recordings are you  
18     excluding in reaching that determination of 29  
19     minutes, if you know?  
20           A     My recollection is that we were  
21     excluding previously released recordings.  
22           Q     Only?  
23           A     Previously released -- that's all I  
24     recall.

...



7 Q She didn't exclude from the count any  
8 skits; did she?  
9 A I don't believe so.  
10 Q She didn't exclude from the count  
11 anything that she felt was a freestyle if it  
12 hadn't been previously released right?  
13 A No, we didn't discuss distinguishing  
14 between freestyle and other.  
15 Q She didn't exclude just to be clear  
16 any spoken interludes which may or may not be  
17 skits; correct?  
18 A I don't believe so.

*See id.* at 217:17-24 and 220:7-18. And, Mr. Harris testified that skits are “absolutely” used in hip-hop albums, and that he has “never seen any agreement that has excluded skits.” *See id.* at 153:12-23. Any argument by 1501 that a spoken interlude or skit cannot count towards an album is belied by its own corporate representative’s testimony.

62. Skits also qualify for protection under the terms of the Act. While the Act does not define what a “skit” is (17 U.S.C. § 101), the Act does speak on “original works of authorship” that may qualify for copyright protection. An “original work of authorship” is “fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.” 17 U.S.C. § 102. “Fixed” is defined as “sufficiently permanent or stable to permit it to be perceived, reproduced, or otherwise communicated for a period of more than transitory duration.” 17 U.S.C. § 101. As relevant here, copyright protection extends to “literary works, musical works (including any accompanying words), dramatic works (including any accompanying music),

pantomimes and choreographic works, pictorial, graphic, and sculptural works, motion pictures and other audiovisual works, sound recordings, and architectural works.” 17 U.S.C. § 102 (a)(1–8).

63. In regards to the Artist Agreement and Distribution Agreement, there are no provisions that state skits may not be considered as “previously-unreleased compositions.” Skits are a staple of Hip-Hop/Rap albums and are frequently included in an album as a standalone recording and utilized by some of the most famous artists in the industry. *See* Ex. G, Friedman Aff. at ¶ 23. Further, skits and interludes are used by other artists represented by 300 Entertainment. *See id.* at ¶ 24. Again, 1501 is inventing arbitrary requirements to apply against Pete that are not supported by the industry standard.

64. Finally, the skits on “Something for Thee Hotties,” were not previously marketed or sold and thus were not commercially released. Accordingly, 1501 has no basis to reject the skits in “Something for Thee Hotties” for counting towards the composition of the album.

*iv. Even assuming the tracks on YouTube are not considered “previously-unreleased”, and the skits are not credited toward the composition of the album, the definition for “Album” under the Distribution Agreement is still satisfied.*

65. For the avoidance of any doubt, even if Pete’s determinative arguments outlined above were not considered, and the songs on YouTube and the skits were not counted toward the composition of an album (although they certainly should be), “Something for Thee Hotties” still satisfies the definition for “Album” in the Distribution Agreement.

66. The definition for “Album” under the Distribution Agreement creates two independent requirements due to the intentional use of a comma. *See* Ex. B, p. 1. (“Each Album shall consist of no fewer than twelve (12) master recordings (the “Masters”) embodying new recordings of Artist’s studio performances of previously-unreleased compositions (except the

Mixtape which already exists), and having a collective running time of no fewer than forty (40) minutes.”). The drafters placing a comma after the requirement that an album (1) embody 12 new recordings and before the requirement that (2) the album have a collective running time of no fewer than forty (40) minutes, creates two separate independent qualifications. *See* BRYAN A. GARNER, LEGAL WRITING IN PLAIN ENGLISH 147 (Jacques Barzun ed., 1st ed. 2001) (Rule 1.1). If it was the drafter’s intent to combine the two separate requirements into a single requirement, no comma would have been used. *See id.* (Rule 1.11).

67. 1501 strategically attempts to avoid the use of the comma in the definition for “Album” under the Distribution Agreement. In its Motion, 1501 twice refers to the definition for “Album.” The first time occurs in its alleged “Undisputed Material Facts” wherein 1501 states, “[t]he Distribution Agreement provided that an ‘album’ must have at least twelve (12) new, previously-unreleased recordings with a running time of at least forty (40) minutes.” *See* 1501’s Motion, ¶ 13. The second time occurs in the “Argument” section wherein 1501 describes the definition for “album” as follows: “The Distribution Agreement unambiguously provides that each Album must include at least twelve (12) master recordings ‘embodying new recordings of Artist’s studio performances of previously unreleased compositions . . . having a collective running time of no fewer than forty (40) minutes.’” *See id.* at pp. 8-9, ¶ 39.

68. It is telling that in both instances 1501 intentionally portrays a definition that omits the use of the comma between the two independent requirements. 1501 wants the Court to overlook the comma and read the definition as providing one singular combined requirement. The full definition for album, as used by Pete throughout this response, plainly reveals that the definition creates two independent requirements, both of which “Something for Thee Hotties” satisfies.

a. **“Something for Thee Hotties” has no fewer than 12 recordings embodying new recordings.**

69. Even if one were to remove Pete’s freestyles that were on YouTube and the skits, “Something for Thee Hotties” still embodies 12 new recordings that 1501 cannot claim were “previously-unreleased” including, “Megan’s Piano”, “Eat It”, “All of It”, “Warning”, “Kitty Kat”, “Tina Snow Interlude”, “God’s Favorite”, “Let Me See It”, “Opposite Day”, “Freakend”, “Bae Goals”, and “Pipe Up.” *See* Ex. G, Friedman Aff. at ¶ 17. As such, in addition to other reasons why “Something for Thee Hotties” meets the definition of an album, “Something for Thee Hotties” satisfies the first requirement (embody 12 new recordings) under the definition for “Album.”

b. **“Something for Thee Hotties” has a collective running time of no fewer than 40 minutes.**

70. “Something for the Hotties” has a total run time of 45:02 minutes. *See* Ex. G, Friedman Aff. at ¶ 18. Accordingly, “Something for Thee Hotties” satisfies the second requirement (a collective running time of no fewer than forty minutes) under the definition for “Album.”

c. **At a minimum, the use of the comma renders the Distribution Agreement ambiguous.**

71. At a minimum, the use of the comma in the definition for “Album” renders the definition ambiguous and, therefore, a fact issue. The process for determining when an ambiguity exists has been explained by the Supreme Court as follows:

In construing a contract, we must ascertain and give effect to the parties’ intentions as expressed in the writing itself. In discerning the parties’ intent, we must examine and consider the entire writing in an effort to harmonize and give effect to all the provisions of the contract so that none will be rendered meaningless. We begin our analysis with the contract’s express language. If we determine that the contract’s language can be given a certain or definite legal meaning or interpretation, then the contract is not ambiguous and we will construe it as a matter of law. But, if the contract is subject to two or more reasonable interpretations after applying the pertinent rules of construction, the contract is ambiguous, creating a fact issue on the parties’ intent.

*El Paso Field Services, L.P. v. MasTec N. Am., Inc.*, 389 S.W.3d 802, 805–06 (Tex. 2012) (internal quotations and citations omitted). “[I]f a contract is ambiguous, then interpretation of the contract presents a fact issue for the jury” and would not be an appropriate issue for summary judgment. *Clark v. Cotten Schmidt, L.L.P.*, 327 S.W.3d 765, 773 (Tex. App.—Fort Worth 2010, no pet.).

**D. “Something for Thee Hotties” satisfies Pete’s “Minimum Recording Commitment” for the second option period under the Artist Agreement.**

72. Pete’s only obligation to satisfy the Minimum Recording Commitment under the Artist Agreement is to deliver an Album. *See* Ex. A, p. 2. Because Pete delivered “Something for Thee Hotties” in accordance with the Distribution Agreement, and “Something for Thee Hotties” is an album, Pete meets her “Minimum Recording Commitment” for the second option period.

**E. “Traumazine” is an album and satisfies the “Minimum Recording Commitment” for the third Option Period.**

73. 1501 couches into its Motion an argument that if “Something for Thee Hotties” is an album, then “Traumazine” is not. 1501’s argument relies solely on the option periods and essentially argues that the albums were released too close in time to each other. However, what 1501’s Motion omits is that Pete had to move forward with the release of “Traumazine” after it was illegally leaked online. *See* the 8/11/2022 Letter from Brad Hancock to Theodore Harris, attached as **Exhibit H**.

74. Pete is still actively tracking down the culprit of the leak, but immediately notified 1501 of the leaked when it occurred. *See id.* As the investigation is ongoing, there are fact issues that remain in dispute. However, 1501 admits that it did not object to the release of “Traumazine.” *See* 1501’s Motion, ¶ 44. And, Mr. Harris testified in his corporate representative capacity that 1501 does not contend that “Traumazine” is not an album. *See* Ex. J at 156:18-21 and 157:10-15. 1501’s Motion is trying to backdoor in an argument that “Traumazine” does not count as an album

if “Something for Thee Hotties” is an album. 1501 has established a pattern and practice to only object that an album is not an “album” after it has been commercially released.

75. Apparently realizing the inherently inappropriate nature of first agreeing that “Traumazine” is an album, only to reverse course and claim it may not be, 1501 has to advocate that it is not “being punitive or unreasonable in this position as evidenced by the fact that 1501 approved the release of ‘Traumazine’ and has not challenged that album[.]” *See* 1501’s Motion, ¶ 44. This statement loses all credibility given that 1501 is trying to walk back its approval. 1501’s positions are malleable, untimely, and desperately seek to find an avenue to tie Pete down for additional albums so that 1501 can continue to profit off of her success. The Court should not allow 1501 to partake in this sort of gamesmanship, and should deny 1501’s Motion due to the host of fact issues and fallacies in 1501’s arguments.

#### V. SUMMARY JUDGMENT EVIDENCE

76. Pete specifically relies on the live pleadings on file in this matter and the following summary judgment evidence as authorized by Rule 166a of the Texas Rules of Civil Procedure:

- Exhibit A: Artist Agreement
- Exhibit B: Distribution Agreement
- Exhibit C: Amendment to Artist Agreement
- Exhibit D: 1/5/22 Letter from Theodore Harris to Ira Friedman
- Exhibit E: 1/24/22 Letter from Brad Hancock to Theodore Harris
- Exhibit F:<sup>15</sup> 1/28/22 Letter from Theodore Harris to Brad Hancock
- Exhibit G: Declaration of Ira Friedman
- Exhibit H: 8/11/2022 Letter from Brad Hancock to Theodore Harris
- Exhibit I: Deposition of Carl Crawford
- Exhibit 20: Upcoming Movements and Events for Review - Week of 5/25/2021
- Exhibit 21: Upcoming Movements and Events for Review - Week of 8/2/2021
- Exhibit 23: Link to “Something for Thee Hotties”
- Exhibit 24: Upcoming Movements and Events for Review - Week of 10/25/21
- Exhibit J: Deposition of Theodore Harris

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<sup>15</sup> Exhibits A–F were filed with 1501’s Motion.

Exhibit K: Declaration of Megan Schmid  
Exhibit L: “Something for Thee Hotties” track list from iTunes  
Exhibit M: 10/22/2021 Instagram Post from 300 Entertainment  
Exhibit N: 12/1/2021 Instagram Post from 300 Entertainment

## VI. CONCLUSION

In summation, Pete abided by the agreements between the parties and worked directly with 300 Entertainment to release “Something for Thee Hotties” as required by the Distribution Agreement. “Something for Thee Hotties” satisfies every definition for “album” in the parties’ agreements and meets the “Minimum Recording Commitment” for the second option period. To the extent 1501 disagrees, those fact issues make this dispute ripe for consideration before a jury and not appropriate for summary judgment. For these reasons, and all of the reasons set forth above, Pete respectfully requests that 1501’s Motion be denied.

Dated: December 19, 2022

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I certify that on December 19, 2022 a true and correct copy of the foregoing document was served according to the Texas Rules of Civil Procedure on all counsel of record.

*/s/ Megan H. Schmid*  
\_\_\_\_\_  
Megan H. Schmid



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