

12-3200

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

THE AUTHORS GUILD, INC., Associational Plaintiff, BETTY MILES,
JOSEPH GOULDEN, and JIM BOUTON, individually and
on behalf of all others similarly situated,
Plaintiffs-Appellees,

v.

GOOGLE INC.,
Defendant-Appellant.

On Appeal from an Order Granting Certification of a Class Action, Entered on
May 31, 2012, by the United States District Court for the Southern District of New
York, No. 1:05-cv-08136-DC Before the Honorable Denny Chin

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE AUTHORS GUILD, INC., Associational
Plaintiff, BETTY MILES, JOSEPH
GOULDEN, and JIM BOUTON, on behalf of
themselves and all other similarly situated,

Plaintiffs,

v.

GOOGLE INC.,

Defendant.

Civil Action No. 05 CV 8136 (DC)

ECF Case

**DECLARATION OF HAL PORET
IN SUPPORT OF GOOGLE INC.'S OPPOSITION TO
PLAINTIFFS' MOTION FOR CLASS CERTIFICATION**

I, Hal Poret, declare as follows:

I am Senior Vice President at ORC International. If called upon to testify, I would testify competently to the matters set forth herein.

1. Through its attorneys, Durie Tangri LLP, Google retained me to design and conduct a survey among published authors.
2. The purpose of the survey was to determine the extent to which members of the proposed class object to Google's scanning of books and display of short excerpts in Google Books search results and the extent to which they believe they have been negatively impacted by these actions.
3. Attached hereto as Exhibit 1 and Appendices A-F is an expert report I have prepared that sets forth my qualifications and that sets forth the methodology and results of the survey.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on February 6, 2012 in New York, New York.



Hal Poret

EXHIBIT 1

EXPERT REPORT OF HAL PORET

**SURVEY OF PUBLISHED AUTHORS REGARDING
GOOGLE BOOKS**

REPORT PREPARED FOR:
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January, 2012

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BACKGROUND AND PURPOSE

In connection with its Google Books program, Google, Inc. ("Google") scans books so that their content can be searched online and results displayed in Google Books searches. If Google does not have the permission of the copyright owner of a book, at most short excerpts of the book are viewable in Google Books search results.

A group of published authors, Betty Miles, Joseph Goulden, and Jim Bouton, along with The Authors Guild, Inc. (collectively "plaintiffs") have filed a lawsuit against Google with respect to Google's scanning of books and display of short excerpts in Google Books search results without permission of the copyright owner. Miles, Goulden and Bouton seek to represent a class of published authors who own a copyright interest in one or more books that were registered with the U.S. Copyright Office within three months of first publication.

Through its attorneys, Durie Tangri LLP, Google retained me to design and conduct a survey among published authors. The purpose of the survey was to determine the extent to which members of the proposed class object to Google's scanning of books and display of short excerpts in Google Books search results and the extent to which they believe they have been negatively impacted by these actions. This report details the methodology and results of the survey.


STUDY AUTHORSHIP AND QUALIFICATIONS

This study was designed, supervised, and implemented by ORC International under the supervision of Hal L. Poret, Senior Vice President.

I have personally designed, supervised, and implemented over 400 surveys measuring perception, opinion, and behavior. I have personally designed numerous studies that have been admitted as evidence in legal proceedings, and I have been accepted as an expert in survey research on numerous occasions by U.S. District Courts, the Trademark Trial and Appeal Board, the FTC, and the National Advertising Division of the Council of Better Business Bureaus (NAD).

I have frequently spoken at major intellectual property and legal conferences on the topic of how to design and conduct surveys that meet legal evidentiary standards for reliability, including conferences held by the International Trademark Association (INTA), American Intellectual Property Law Association, Practising Law Institute, Managing Intellectual Property, Promotions Marketing Association, American Conference Institute, and various bar organizations.

In addition to my survey research experience, I hold bachelors and masters degrees in mathematics and a J.D. from Harvard Law School. Additional biographical material, including lists of testimony and publications, is provided in Appendix A.



Hal Poret

Dated: February 6, 2012

STUDY DESIGN

- A total of 880 published U.S. authors were interviewed in this study.¹ Among these:
- 756 were interviewed via telephone
- 124 were interviewed via an email invitation to an online survey.

The telephone and online interviews both served the same central objectives -- to determine the extent to which published authors: (1) object to or approve of Google's scanning of books so that short excerpts of content can be displayed in Google Book search results; and (2) believe that they are financially impacted or that the market/demand for their books is impacted by this aspect of Google Books.²

Telephone Interviews

A total of 756 respondents participated in the telephone interviews.

Telephone interviewers began each call by asking for a specific author by name and, whenever a title of one of their books was known, the interviewer included a book title:

Hello, is [INSERT AUTHOR'S NAME] the author of [INSERT BOOK TITLE, IF AVAILABLE] available?

I am calling on behalf of ORC International, a market research firm. We're conducting a study among authors and I'd like to include the opinions of [INSERT AUTHOR'S NAME], author of [INSERT BOOK TITLE, IF AVAILABLE].

Authors were first asked a few questions for screening and classification.

First, we have just a few questions for classification reasons. In what state do you currently reside?

¹ See Relevant Universe and Sampling sections below for more specific information on how respondents were identified and selected for participation in the survey.

² See Relevant Universe and Sampling section below for more specific information on the telephone and online methodology.

Respondents who do not reside in the U.S. were thanked and terminated. Next, respondent were asked:

For classification purposes, please tell us your age?

Then, respondents were prompted:

Thank you for answering those classification questions.

How many books have you had published?

Respondents who did not have any published books were thanked and terminated.

If they had one or more published books respondents were asked either:

What is the name of your published book?

Or,

What is the name of your most recently published book?

Then, depending on how many published books they have, respondents were asked either:

Is your published book currently in print?

Or,

Are any of your published books currently in print?

Next, depending on how many published books they have, respondents were asked:

Is your published book currently available as an electronic book, also called an E-Book?

Or,

Are any of your published books currently available as an electronic book, also called an E-Book?

Respondents were then asked one of the following, again depending on whether they have one or more than one published book:

We'd like to ask you a few brief questions about the copyrights to your published book. If for any question you are not sure of the answer, its okay to say so.

Do you receive, or are you entitled to receive royalties from your published book?

Or,

We'd like to ask you a few brief questions about the copyrights to your published books. If for any question you are not sure of the answer, it's okay to say so.

Do you receive, or are you entitled to receive royalties from any of your published books?

Respondents who have more than one published book and answered "yes," to receiving royalties were then asked:

For how many of your published books do you receive or are you entitled to receive royalties?

All respondents were next asked either:

Do you personally own the copyrights to your published book?

Or,

Do you personally own the copyrights to any of your published books?

Respondents who have more than one published book and answered, "Yes" to owning the copyrights were then asked:

How many of your published books do you own copyrights to?

The next section of the interview addressed the main issue of the survey – respondents' perceptions of and opinions regarding the relevant aspect of Google Books.

All respondents were then instructed:

Now we would like to ask you a few questions about something called Google Books.

Followed by:

Have you ever heard of Google Books?

All respondents who answered, "Yes," they have heard of Google Books were then asked:

How familiar are you with Google Books?

Respondents were provided a familiarity scale: not at all familiar, somewhat familiar, very familiar, and extremely familiar. The order of the scale from increasing familiarity to decreasing familiarity was randomized so that half of respondents were presented a scale starting with "not at all familiar," and ending with "extremely familiar," and half of respondents were presented a scale starting with "extremely familiar," and ending with "not at all familiar."

Respondents who indicated they were at least somewhat familiar with Google Books were then asked:

What, if anything, can you tell us about Google Books?

To ensure that all respondents had a basic understanding of the aspect of Google Books that is relevant to the survey (scanning of books and display of short excerpts in search results), all respondents were then given the following description of Google Books:

As you may or may not know, Google scans books so that their content can be searched online and results displayed in Google Books.

We'd like to ask your opinion about one particular aspect of Google Books.

For some books, short excerpts of a book – about one-eighth of a page each -- are viewable in Google Books search results. A user who performs a search can see up to three short excerpts of the book containing the relevant search terms. A user can also click on a link to find the book in a bookstore or library. This scanning of books and displaying of short excerpts in search results is what we would like to ask you about.

This description was followed with:

For some other books, the full book or longer portions of a book are viewable in response to searching Google Books, with special permission from the publisher or author. Our questions are not about the display of full books or longer portions.

Then respondents were asked if they understood this description:

Again, we would only like to ask you specifically about the display of short excerpts about one-eighth of a page – as search results.

Do you understand that explanation or would you like to hear it again?

Respondents who indicated they would like to hear it again were read the description one more time and then asked again if they understood it. Respondents who did not understand the description after it was read a second time were thanked and terminated.

Then, all respondents were instructed:

Now we would like to ask you your opinions regarding Google scanning copyrighted books so that they can be searched online and short excerpts displayed in search results. Again, our questions are only about the display of short excerpts – about one-eighth of a page -- as search results.

All respondents were then asked:

To your knowledge, are any of your books searchable in Google Books and the results available only in short excerpts? If you don't know, please say so.

Followed by:

We'd like to know the extent to which you approve of or object to Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results.

Using the following scale, please tell us how strongly you approve of or object to Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Strongly object

Somewhat object

Neither approve nor object

Somewhat approve

Strongly approve

The order in which “object” came before “approved” was randomized in both the question text and in the order of the response options, so that half of respondents were always presented with “approve” first and half of respondents were always presented with “object” first.

All respondents were then asked two series of questions to determine their opinion on how, if at all, they believe the relevant aspect of Google Books has impacted them (or would impact them.) Respondents who previously answered that their books are searchable in Google Books and available only in short excerpts and respondents who answered that their books are not searchable or don’t know were asked slightly different versions of these questions, befitting their differing situations.

Respondents who had previously answered that their books are searchable in Google Books and available only in short excerpts were asked:

Which of the following best represents your opinion as to how, if at all, you have been financially impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

1. I feel I have financially benefitted
2. I feel I have been financially harmed
3. I feel I have not been financially impacted one way or the other

The order of the first two response options was randomized so that half of respondents were presented with “financially benefitted” first and half of respondents were presented with “financially harmed” first.

Respondents who had previously answered that their books were not searchable in Google Books or that they did not know if they were searchable, were instead asked the following alternate version:

Which of the following best represents your opinion as to how, if at all, you would be financially impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

1. I feel I would financially benefit
2. I feel I would be financially harmed
3. I feel I would not be financially impacted one way or the other

The order of these first two response options was also randomized so that half of respondents were presented with “financially benefit” first and half were presented with “financially harmed” first.

All respondents who answered that they have financially benefitted or would financially benefit were then asked either:

What makes you feel you have financially benefitted from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Or,

What makes you feel you would financially benefit from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Meanwhile, all respondents who answered that they have been or would be “financially harmed” were asked either:

What makes you feel you have been financially harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Or,

What makes you feel you would be financially harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Next, respondents who had previously answered that their books are searchable in Google Books and available only in short excerpts were asked:

Which of the following best represents your opinion as to how, if at all, the demand for your book has been impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

1. I feel the demand for my book has improved
2. I feel the demand for my book has been harmed
3. I feel the demand for my book has not been impacted one way or the other

The order of these first two response options was randomized so that half of respondents were presented with “improved” first and half of respondents were presented with “harmed” first.

Respondents who previously answered that their books were not searchable in Google Books or that they did not know, were instead asked:

Which of the following best represents your opinion as to how, if at all, the demand for your book would be impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

1. I feel the demand for my book would improve
2. I feel the demand for my book would be harmed
3. I feel the demand for my book would not be impacted one way or the other

The order of these first two response options was also randomized.

All respondents who answered that the demand for their book has improved or would improve were then asked either:

What makes you feel the demand for your book has improved from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Or,

What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Meanwhile, all respondents who answered that the demand for their book has been or would be “harmed” were then asked either:

What makes you feel the demand for your book has been harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Or,

What makes you feel the demand for your book would be harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

Lastly, all respondents were asked:

To your knowledge, was a copyright registration filed within 3 months of the publication of any of your books? If you are not sure, it’s okay to say so.

Followed by:

Do you believe you would know how to find out whether or not a copyright registration was filed within 3 months of the publication of any of your books?

Online Interviews

A total of 124 respondents were interviewed online after clicking a link included in a survey invitation sent to their email address.

Respondents taking the online survey were provided the same instructions and asked the same questions as the telephone respondents, described above. The survey was identical except for minor adjustments in the wording of instructions where appropriate to accommodate the different format. For example:

1. The introduction to the online survey was adjusted to read as follows:

We are conducting a short survey among authors. If you have published a book then we would like to ask you a few questions. The survey will take less than 5 minutes of your time. Please select "continue" to move on to the survey.

2. In the online survey, gender was asked in the screening section, whereas in the telephone survey the interviewer merely recorded the gender without asking.

See Appendix B for the full questionnaire used in the survey.

SUMMARY OF KEY FINDINGS

1. More than half of authors, 58%, approve of Google scanning their copyrighted books so that they can be searched online and short excerpts displayed in search results. An additional 28% neither approve nor object. Fourteen percent of authors object.
2. Regarding the perceived benefit versus harm from Google scanning their copyrighted books so they can be searched online and short excerpts displayed in search results:
 - a. 74% of authors do not believe they have been (or would be) financially impacted one way or the other; 19% believe they have financially benefitted or would financially benefit; and 8% believe they have been or would be financially harmed.
 - b. 51% of authors do not believe the demand for their books has been (or would be) impacted one way or the other; 45% believe the demand for their books has improved or would improve; and 4% believe demand for their books has been or would be harmed.

See Detailed Findings section below for additional information on results. The full data will be provided in electronic form.

METHODOLOGY

THE RELEVANT UNIVERSE OF INTEREST

The relevant universe for the survey was defined as any published author within the United States.³ A list of published authors was obtained from Gale, “a leader in e-research and education publishing for libraries, schools and businesses. The company creates and maintains more than 600 databases.”⁴ The list consisted of living authors from the Gale Contemporary Authors database. It included over 142,000 authors.

Many of the authors on the list had mailing addresses which allowed us to determine that they reside within the U.S. All authors whose contact information indicated they did not reside in the U.S. were removed from the list before dialing. Additionally, to ensure authors were based in the U.S. and for other classification reasons, the following screening questions were asked:

In what state do you reside?

Respondents who did not answer with a U.S. state were thanked and terminated. All other respondents were then asked their age, followed by:

How many books have you had published?

Respondents with zero published books were thanked and terminated from the survey. Others continued on to the main survey questions.

³ The proposed class is limited to published authors who registered a book with the US Copyright Office within three months of publication. While the results among all authors interviewed are included in this report, the survey did attempt to determine whether the respondent had registered a book within three months of publication so that the results among those that had could be specifically examined.

⁴ <http://www.gale.cengage.com/about/>

It is common to screen out respondents who might have special knowledge due to their employment, such as respondents who may work at Google. No such screening questions were included at the beginning of the survey. Instead, the following question was asked at the end of the survey:

Do you or does anyone in your household work in any of the following?

1. Google
2. US Government
3. Any Local, State or Federal Courts
4. None of these

This question was asked at the end of the survey instead of the beginning in order to avoid biasing the respondents prior to answering the survey questions.⁵

The actual wording of all screening and classification questions used is shown in Appendix B.

⁵ Out of the total 880 respondents, 1 indicated they or someone in their household works for Google, 16 indicated they or someone in their household works for the US Government, and 5 indicated that they or someone in their household works for either a Local, State or Federal Court. Removing these respondents would not change the survey findings.

SAMPLING PLAN

The sampling plan involved reaching as many published U.S. authors from the Gale list as possible. As mentioned in the Relevant Universe section of this report, the list of authors used in the survey was provided by Gale, and contained the names of over 142,000 authors. Of these records:

- 50,496 included a physical address for the author's home and/or office
- 4,135 included an email address
- 2,503 included the title of at least one book, but had no physical or email address
- 69,427 included a name and usually a birthdate, but no contact information

In order to reach as many and as representative a group of authors as possible, the survey was conducted by both telephone and online.

Both telephone and online surveys are well-accepted in the field of survey research as standard, reliable methodologies. Indeed, online surveys are now among the most common methods of conducting market research among consumers. Businesses and other organizations routinely make decisions of importance based on the results of telephone and online survey research, and both types of surveys have been accepted in evidence in numerous U.S. District Court proceedings.

Opinion America, a professional telephone/online interviewing organization, conducted a clerical search to obtain phone numbers or additional email addresses for as many U.S. authors on the list as possible. Multiple attempts were made to reach all U.S. Authors for whom a phone number or email address was obtainable.

Ultimately 756 respondents were interviewed via telephone and 124 participated in the online version of the survey by clicking on a link in the email invitation that brought them to a website where the online survey was hosted.

Since it is typically far more feasible to obtain a phone number or email address for individuals for whom some contact information (such as a mailing address) was provided, the majority of respondents included in the study are authors whose mailing or email address was included in the Gale database. To determine whether the focus on members of the list with contact information could bias the results, efforts were made to ensure that a sizable sub-sample of authors from the list who had no contact information in the Gale database was also included in the survey. Opinion America performed additional clerical searches to attempt to obtain phone numbers or email addresses for authors for whom no contact information was provided in the Gale database. In total, 109 of the total 880 respondents were from this sub-sample of authors with no contact information (all contacted via telephone). This sub-sample will be referred to herein as the No Contact Info Group. As discussed in more detail below, the survey results among the No Contact Info Group were generally consistent with the results among the majority of respondents for whom contact information was provided in the Gale database.

The list of authors from the Gale Contemporary Authors database included more older authors than younger authors. In addition, it was possible to obtain contact information for and reach more older authors, whereas younger authors were less likely to have available contact information and be reachable to participate in the survey. Accordingly, the final age distribution of respondents in the survey tends to be older, reflecting the actual population of authors in the list compiled by Gale. The final age distribution of respondents, in total and broken out by methodology, is as follows:

AGE	Total (Telephone & Online)	Telephone (Contact Information Group)	Telephone -- No Contact Information Sub-sample	Online
BASE:	880	647	109	124
Under 60	112 (13%)	49 (8%)	33 (30%)	30 (24%)
60-69	166 (19%)	100 (16%)	29 (27%)	37 (30%)
70 and older	537 (61%)	461 (71%)	43 (39%)	33 (27%)
Refused	65 (7%)	37 (6%)	4 (4%)	24 (19%)

While the set of authors surveyed more heavily represents older authors, the survey results were reasonably consistent among authors of various ages. As discussed in more detail below, the results among those under age 60 did not differ significantly from the results among those 60 and above. Accordingly, there is no reason to believe the survey results would have been meaningfully different if the demographics had been different.

DOUBLE-BLIND INTERVIEWING

The study was administered under “double-blind” conditions. That is, not only were the respondents kept uninformed as to the purpose and sponsorship of the study, but the service (Opinion America Group) involved in providing the sample and administering the online interviews was similarly “blind” with respect to the study’s purpose and sponsorship.

INTERVIEWING PROCEDURES

For the telephone survey, screenings for eligibility and interviews were conducted from a central location telephone facility run by Opinion America Group. Respondents were screened and interviewed by well-trained and experienced professional telephone

interviewers. All interviewers were briefed on the study by a supervisor and required to conduct practice interviews before beginning the survey. Throughout the assignment, tight control and supervision was maintained over all aspects of the interviewing. The survey instructions and questions were provided to Opinion America Group and programmed for CATI-Web interviewing. This means that all the questions and instructions automatically appeared on the interviewers' monitors and respondents' answers were recorded directly into the computer. My staff and I thoroughly checked the computer program before the launch of the study to determine that all the instructions and questions functioned properly. A member of my staff also listened in on interviews to ensure quality and validity of the survey. A portion of each interviewer's work was also monitored by an Opinion America supervisor.

Additionally, a representative from the interviewing facility regularly contacted an ORC International representative with progress reports and data updates. This allowed us to closely monitor and supervise the progress of the study.

Opinion America Group also programmed and administered the online surveys. My staff and I thoroughly tested the programmed survey prior to any potential respondents receiving the invitation to participate in the survey.

DATA PROCESSING

Data was collected by Opinion America Group and made available to ORC International in Excel and SPSS format. The data set showing each respondent's answers to all questions will be provided in electronic form.

INTERVIEWING PERIOD

Telephone interviewing was conducted from December 9, 2011 through January 22, 2012.

Online interviewing was conducted from December 15, 2011 through January 16, 2012.

DETAILED FINDINGS

I. Results Among All Authors Surveyed

Approve vs. Object to Google Scanning Books and Displaying Short Excerpts

More than half of the authors interviewed (58%) approve of Google scanning their copyrighted books so that they can be searched online and short excerpts displayed in search results, compared to 14% who object. The remaining 28% neither approve nor object.

This table shows the detailed results of how strongly authors approve or object:

Q245 - Approve or Object	% of Authors	Margin of Error⁶
BASE:	880	
Strongly approve	31%	3.1%
Somewhat approve	27%	2.9%
Approve total	58%	3.3%
Neither approve nor object	28%	3.0%
Somewhat object	6%	1.6%
Strongly object	9%	1.9%
Object total	14%	2.3%

Perceived Financial Impact

Most authors (74%) do not believe they have been or would be financially impacted one way or the other by the relevant aspect of Google Books. Of the remaining authors, more believe they have financially benefitted or would financially benefit (19%) than believe they have been or would be harmed (8%) from Google scanning their copyrighted books so they can be searched online and short excerpts displayed.

⁶ All margins of error are at the 95% confidence level.

<u>Q260/Q280 - Financial Impact</u>	<u>Total</u>	<u>Margin of Error</u>
BASE:	880	
Financially benefitted	19%	2.6%
Financially harmed	8%	1.8%
Not impacted one way or the other	74%	2.9%

The following table separately shows the results among authors whose books are currently searchable in Google Books and available in short excerpts compared to the authors whose books are either not available or who do not know if their books are available (and were therefore asked how they “would be” impacted rather than how they have been impacted):

<u>Q260/Q280 - Financial Impact</u>	<u>Authors Whose Books Are Available</u>	<u>Authors Whose Books Are Not Available or Don't Know</u>	<u>Total</u>
BASE:	121	759	880
Financially benefitted	13%	19%	19%
Financially harmed	7%	8%	8%
Not impacted one way or the other	80%	73%	74%

Perceived Impact of Demand for Books

Approximately half of authors (51%) do not believe the demand for their books has been or would be impacted one way or the other by Google Books' short excerpts. In total, 45% of authors believe Google scanning their books and making them available in short excerpts has improved or would improve the demand for their books, compared to only 4% who believe the demand for their books has been or would be harmed.

<u>Q270/Q290 - Impact of Demand on Books</u>	<u>Total</u>	<u>Margin of Error</u>
BASE:	880	
Demand improved	45%	3.3%
Demand harmed	4%	1.3%
Not impacted one way or the other	51%	3.3%

The following table shows separately shows the results among authors whose books are currently searchable in Google Books and available in short excerpts compared to the authors whose books are either not available or who do not know if their books are available:

<u>Q270/Q290 - Impact of Demand on Books</u>	<u>Authors Whose Books Are Available</u>	<u>Authors Whose Books Are Not Available or Don't Know</u>	<u>Total</u>
BASE:	121	759	880
Demand improved	28%	48%	45%
Demand harmed	6%	4%	4%
Not impacted one way or the other	66%	48%	51%

II. Results by Age

Approve vs. Object to Google Scanning Books and Displaying Short Excerpts

Results for how strongly authors approve or object to Google scanning their books and showing short excerpts in search results are generally consistent by age of respondents.

The below table shows the percentage of authors, by age range, who approve or object to Google scanning their books so that they can be searched online and short excerpts displayed in search results:

<u>Q245 - How Strongly You Approve or Object</u>	<u>Under Age 60</u>	<u>Age 60 to 69</u>	<u>Age 70 and Older</u>	<u>Total⁷</u>
BASE:	112	166	537	880
Strongly approve	29%	33%	34%	31%
Somewhat approve	30%	28%	26%	27%
Approve total	58%	60%	60%	58%
Neither approve nor object	27%	25%	28%	28%
Somewhat object	7%	5%	5%	6%
Strongly object	8%	10%	7%	9%
Object total	15%	15%	12%	15%

More than half (58%) of authors under age 60 approve of Google scanning their books and displaying short excerpts in Google Book search results.

Perceived Financial Impact

Results for the perceived financial impact of Google scanning books and displaying short excerpts in search results are also generally consistent across age of authors.

The following table shows detailed results on their perceived financial impact by age range:

<u>Q260/Q280 - Financial Impact</u>	<u>Under Age 60</u>	<u>Age 60 to 69</u>	<u>Age 70 and Older</u>	<u>Total⁸</u>
BASE:	112	166	537	880
Financially benefitted	19%	26%	16%	19%
Financially harmed	9%	10%	5%	8%
Not impacted one way or the other	72%	64%	79%	74%

⁷ Individual columns do not add up to the total column, because some respondents refused their age.

⁸ Individual columns do not add up to the total column, because some respondents refused their age.

Perceived Impact of Demand For Books

Results for authors' perceived impact on the demand of their books because of Google scanning books and displaying short excerpts in search results are also consistent across age.

The following table shows detailed results on the perceived impact on the demand for their books by age range:

<u>Q270/Q290 - Impact of Demand on Books</u>	<u>Under Age 60</u>	<u>Age 60 to 69</u>	<u>Age 70 and Older</u>	<u>Total⁹</u>
BASE:	112	166	537	880
Demand improved	44%	49%	45%	45%
Demand harmed	5%	5%	3%	4%
Not impacted one way or the other	51%	45%	52%	51%

III. Results Based on Prior Familiarity with Google Books

Results are also generally consistent depending on respondents' level of prior familiarity with Google Books.

Approve vs. Object to Google Scanning Books and Displaying Short Excerpts

Results for how strongly authors approve or object to Google scanning their books and showing short excerpts in search results are mostly consistent across level of familiarity with Google Books.

⁹ Individual columns do not add up to the total column, because some respondents refused their age.

The below table shows the percent of authors, by level of familiarity with Google Books, who approve or object to Google scanning their books so that they can be searched online and short excerpts displayed in search results:

<u>Q245 - How Strongly You Approve or Object</u>	<u>Top 2 Box (Very/Extremely Familiar)</u>	<u>Somewhat Familiar</u>	<u>Not at all Familiar/Not Heard Of</u>	<u>Total</u>
BASE:	99	273	508	880
Strongly approve	42%	30%	30%	31%
Somewhat approve	26%	27%	26%	27%
Approve total	69%	56%	56%	58%
Neither approve nor object	15%	30%	29%	28%
Somewhat object	6%	7%	5%	6%
Strongly object	10%	7%	10%	9%
Object total	16%	14%	14%	14%

While more than half (58%) of all respondents approve of Google scanning books and showing short excerpts in search results, approval is somewhat higher among authors who were already extremely or very familiar with Google Books (68%) than it is among authors who were less familiar. Rates of objecting to Google scanning books and showing search excerpts in search results were nearly identical among those who were more and less familiar with Google Books.

These figures indicate that the survey's description of Google Books was consistent with pre-existing perceptions of Google Books among authors who were already familiar with it, and that the description provided in the survey did not bias respondents one way or the other.¹⁰

¹⁰ If the survey's description of Google Books had been skewed to make it sound less objectionable, the set of respondents with little or no previous familiarity would have had higher rates of approval and lower rates of objection. This did not happen. If anything, there was a slight tendency toward the opposite, in that those who had the least familiarity with Google Books had slightly lower rates of approval. Since these were the respondents who were most reliant on the survey's description of Google Books, this indicates that the survey description of Google Books did not bias the results toward approval.

Perceived Financial Impact

Results regarding the perceived financial impact of Google scanning books and displaying short excerpts in search results are also consistent across varying levels of familiarity with Google.

The following table shows detailed results on their perceived financial impact by level of familiarity with Google:

<u>Q260/Q280 - Financial Impact</u>	<u>Top 2 Box (Very/Extremely Familiar)</u>	<u>Somewhat Familiar</u>	<u>Not at all Familiar/Not Heard Of</u>	<u>Total</u>
BASE:	99	273	508	880
Financially benefitted	13%	22%	18%	19%
Financially harmed	12%	8%	7%	8%
Not impacted one way or the other	75%	71%	75%	74%

As this table shows, the percentage of authors who believed they had been or would be financially harmed did not vary significantly based on prior familiarity with Google Books.

Perceived Impact of Demand For Books

Results regarding authors' perceived impact on the demand for their books because of Google scanning books and displaying short excerpts in search results are also consistent across varying levels of familiarity with Google.

The following table shows detailed results on their perceived impact on the demand for their books by authors' level of familiarity with Google Books:

<u>Q270/Q290 - Impact of Demand on Books</u>	<u>Top 2 Box (Very/Extremely Familiar)</u>	<u>Somewhat Familiar</u>	<u>Not at all Familiar/Not Heard Of</u>	<u>Total</u>
BASE:	99	273	508	880
Demand improved	40%	49%	44%	45%
Demand harmed	10%	4%	3%	4%
Not impacted one way or the other	50%	47%	53%	51%

As this table shows, the percentage of authors who believed the demand for their books had been or would be harmed did not vary significantly based on prior familiarity with Google Books.

IV. Results for the No Contact Information Sub-sample

Approve vs. Object to Google Scanning Books and Displaying Short Excerpts

Within the sub-sample of respondents for which the Gale database did not include contact information in the sample file, results for how strongly authors approve or object to Google scanning their books and showing short excerpts in search results are reasonably similar to the rest of the sample.

The below table shows the percentage of authors in the No Contact Information sub-sample compared to all other respondents, who approve or object to Google scanning their books so that they can be searched online and short excerpts displayed in search results:

<u>Q245 - How Strongly You Approve or Object</u>	<u>No Contact Information Sub-sample</u>	<u>Respondents With Contact Information</u>
BASE:	109	771
Strongly approve	29%	32%
Somewhat approve	27%	27%
Approve total	56%	58%
Neither approve nor object	22%	29%
Somewhat object	9%	5%
Strongly object	13%	8%
Object total	22%	13%

As this table shows, levels of approval far exceeded levels of objection in the No Contact Information group, as they did in the overall sample. This confirms that the overall results were not meaningfully biased by over-representing authors who had contact information in the Gale database.

While the “Approval” levels are nearly identical in both groups, the Objection level was higher in the No Contact Information Sub-Sample by a statistically significant margin. The overall objection rate among all respondents was 14%. If this number were adjusted to reflect the fact that authors with no contact information composed approximately 55% of the list (as compared to only 12% of the survey), the overall objection level would go from 14% to 18%.

Perceived Financial Impact

Results regarding the perceived financial impact of Google scanning books and displaying short excerpts in search results are also reasonably consistent with the rest of the sample.

The following table shows detailed results on perceived financial impact for the No Contact Information Sub-Sample compared to all other respondents:

<u>Q260/Q280 - Financial Impact</u>	<u>No Contact Information Sub-sample</u>	<u>Total (excluding No Contact Information Sub-sample)</u>
BASE:	109	771
Financially benefitted	26%	18%
Financially harmed	9%	8%
Not impacted one way or the other	65%	75%

The differences between the percentages in each group who felt they were financially benefitted or harmed are small, and not statistically significant at the 95% confidence level.

Perceived Impact of Demand For Books

Similarly, results regarding authors' perceived impact on the demand for their books because of Google scanning and books and displaying short excerpts in search results are also consistent with the rest of the sample.

The following table shows detailed results on the perceived impact on the demand for their books for the No Contact Information Sub-Sample compared to all other respondents:

<u>Q270/Q290 - Impact of Demand on Books</u>	<u>No Contact Information Sub-sample</u>	<u>Total (excluding No Contact Information Sub-sample)</u>
BASE:	109	771
Demand improved	52%	44%
Demand harmed	4%	4%
Not impacted one way or the other	44%	52%

The differences between the percentages in each group who felt demand was improved or harmed are small, and not statistically significant at the 95% confidence level.

V. Other Variables

The data was also examined based on a number of other variables in order to determine if there were significant differences based on answers to various classification questions. Results were generally consistent between groups broken out by each of these variables:

- Authors with one published book versus those with more than one published book
- Authors whose published book is currently in print versus those whose books are not currently in print or who do not know
- Authors who receive royalties from their book versus those who do not receive royalties or who are not sure
- Authors who own the copyrights to their published book versus those who do not own copyrights or who are not sure
- Authors whose books are available as an E-Book versus those whose books are not available in E-Book or who do not know

See Appendix E for data analyzed based on these variables.

APPENDIX A

CURRICULUM VITAE OF STUDY'S AUTHOR

Hal L. Poret

(hal.poret@orcinternational.com; 212-329-1018; 914-772-5087)

Education

- 1998 Harvard Law School, J.D., *cum laude*
- Editor/Writer – Harvard Law Record
 - Research Assistant to Professor Martha Minow
- 1995 S.U.N.Y. Albany, M.A. in Mathematics, *summa cum laude*
- Statistics
 - Taught calculus/precalculus/statistics
- 1993 Union College, B.S. in Mathematics with honors, *magna cum laude*
- Phi Beta Kappa
 - Resch Award for Achievement in Mathematical Research

Employment

- 2004 - Senior Vice President, ORC International (formerly Guideline)
- Designed, supervised, and analyzed over 350 consumer surveys, including Trademark, Trade Dress, Advertising Perception, Fraud/Consumer Deception, Claims Substantiation studies, Damages, and Corporate Market Research Surveys
 - Provided expert testimony at deposition and/or trial regarding survey research in over 40 U.S. District Court litigations and proceedings in front of TTAB, NAD and the FTC.
 - Review and comment on third party surveys
- 2003 – 2004 Internet Sports Advantage
- Developed and marketed proprietary internet sports product, and licensed trademark and intellectual property rights.
- 1998 – 2003 Attorney, Foley Hoag & Eliot, Boston, MA
- Represented corporations and individuals in trademark, trade dress, advertising, product, and related legal disputes.
 - Worked with survey experts in developing and using surveys as evidence in trademark, trade dress and advertising disputes.
 - Advised clients in the selection, adoption, use, licensing, and protection of trademarks/trade dress; represented clients in trademark/trade dress litigations, administrative proceedings before the Trademark Trial and Appeal Board and United States Patent and Trademark Office, and domain name proceedings under the Uniform Domain-Name Dispute-Resolution Policy.

Testimony at Trial or by Deposition

2011	My Favorite Company v. WalMart	USDC Central District of CA
2011	Merck Eprova v. Brookstone	USDC Southern District of NY
2011	Wella, Inc. v. Willagirl LLC	USDC Southern District of NY
2011	Bauer Bros. v. Nike	USDC Southern District of CA
2011	Aviva Sports v. Manley	USDC District of Minnesota
2011	American Express v. Black Card LLC	USDC Southern District of NY
2011	Gosmile v. Dr. Levine	USDC Southern District of NY
2010	Nat'l Western Life v. Western Nat'l Life	USDC Western District of TX
2010	3M v. Mohan	USDC District of Minnesota
2010	Active Network v. EA Sports	USDC Central District of CA
2010	FIJI Water Co. v. FIJI Mineral USA	USDC Central District of CA
2010	Hansen Beverage v. CytoSport	USDC Central District of CA
2010	PeoplesBank v. People's United Bank	USDC District of CT
2010	Don Henley v. Charles Devore	USDC Central District of CA
2010	Pegasus v. Allscripts	USDC Middle District of FL
2010	Jelmar, Inc. v. Zep Commercial	USDC Northern District of IL
2010	Dollar Bank v. Emigrant Bank	USDC Western District of PA
2009	LG Electronics v. Whirlpool	USDC District of DE
2009	Farberware v. Meyer Marketing	USDC Southern District of NY
2009	NEC v. Ampad	USDC Southern District of NY
2009	GAP Inc. v. G.A.P. Adventures	USDC Southern District of NY
2009	Lumber Liquidators v. Stone Mntn	USDC Eastern District of VA
2009	CytoSport v. Vital Pharmaceuticals	USDC Eastern District of CA
2009	REDC v. NHA	USDC Southern District of CA

2008	1800Contacts v. Lens.com	USDC District of UT
2008	Tokidoki v. Fortune Dynamic	USDC Central District of CA
2008	Brighton Collectibles v. Dynasty	USDC Southern District of CA
2007	Johnson & Johnson v. Perrigo	USDC Southern District of NY
2007	Johnson & Johnson v. Actavis Group	USDC Southern District of NY
2007	M.D. Skincare v. Bare Escentuals	USDC Southern District of NY
2007	Doctor's Associates v. QIP Holders	USDC District of CT
2006	S.C. Johnson v. BuzzOff Insect Shield	USDC Middle District of NC
2006	Wenger Corp. v. Stadium Chair	USDC Western District of TX
2006	Wenger Corp. v. Melhart Music	USDC Eastern District of TX
2006	Electrolux Home Care v. IMIG, Inc.	USDC Eastern District of NY

Presentations

Measuring Consumer Confusion Through Online Surveys (2011 Midwest IP Institute) (September, 2011)

Online Surveys as Evidence in Trademark Disputes (International Trademark Association Annual Conference, May 2011)

Managing Intellectual Property Trademark Roundtable (April 7, 2010)

Recent Trends in Trademark Surveys (Virginia State Bar Intellectual Property Conference, October 2009)

Trademark Surveys in US Litigation (presentation for International Trademark Association Annual Conference) (May 2009)

How to Conduct Surveys for use in Trademark Disputes (Practicing Law Institute Advanced Trademark Law Conference) (May 2009)

Trademark and Advertising Perception Studies for Legal Disputes (Opinion Research Corporation Seminar, June 2008)

Understanding Advertising Perception Surveys (Promotions Marketing Association Annual Law Conference) (November 2007)

Designing and Implementing Studies to Substantiate Advertising Claims (American Conference Institute Claims Substantiation Conference, October 2007)

Surveys in Trademark and False Advertising Disputes (InfoUSA Webinar, June 2007)

Measuring Consumer Perception in False Advertising and Trademark Cases, (multiple presentations) (2007)

Potential Errors to Avoid In Designing a Trademark Dilution Survey (American Intellectual Property Association paper, April 2007)

Consumer Surveys in Trademark and Advertising Cases (presentation at Promotions Marketing Association Annual Law Conference) (December 2006)

Use of Survey Research and Expert Testimony in Trademark Litigation, (International Trademark Association Annual Conference, May 2006)

Survey Research as Evidence in Trademark/Trade Dress Disputes (multiple presentations) (2006)

Using Surveys to Measure Secondary Meaning of Trade Dress, Legal Education Seminar, Boston, April 2006

Publications/Papers

A Comparative Empirical Analysis of Online Versus Mall and Phone Methodologies for Trademark Surveys, 100 TMR 756 (May-June 2010)

Recent Trends in Trademark Surveys (paper for Virginia State Bar Intellectual Property conference, October 2009)

Trademark Dilution Revision Act breathes new life into dilution surveys (In Brief PLI website, June 2009)

The Mark (Survey Newsletter; three editions 2009)

Hot Topics in Trademark Surveys (paper for Practising Law Institute Advanced Trademark Law Conference) (May 2009)

The Mark (Survey Newsletter, 2008)

Trademark and Advertising Survey Report (Summer 2007)

Avoiding Pitfalls in Dilution Surveys under TDRA (AIPLA Spring Conference, Boston, May 2007)

Commentary

Comment on Hotels.com case (on TTABLOG.COM, July 24, 2009)

Comment on Nextel v. Motorola (on TTABLOG.COM, June 19, 2009)

PLI All-Star Briefing Newsletter, "What does the Trademark Dilution Revision Act mean for the future of Dilution Surveys?" (June 2009)

Can I Get By Without a Survey, Managing Intellectual Property (May 2009)

Professional Memberships/Affiliations

Senior Research Fellow at McCarthy Institute of IP and Technology Law's Center for Empirical Research in trademark Law

Council of American Survey Research Organizations

International Trademark Association

Promotions Marketing Association

National Advertising Division of Council of Better Business Bureaus

APPENDIX B

INSTRUCTIONS/QUESTIONNAIRES

Programming note: this questionnaire contains instructions for conducting the survey online or via telephone.

ONLINE VERSION: INTRO

We are conducting a short survey among authors. If you have published a book then we would like to ask you a few questions. The survey will take less than 5 minutes of your time. Please select "continue" to move on to the survey.

TELEPHONE VERSION: INTRO

Hello. Is [INSERT] the author of [pipe in book] available?

I am calling on behalf of ORC International, a market research firm. We're conducting a study among authors and I'd like to include the opinions of [INSERT AUTHOR'S NAME] [IF ABLE TO PIPE IN THE TITLE OF ONE OF THEIR BOOKS THEN INSERT, "author of , 'INSERT TITLE'"].

SCREENER SECTION

BASE: EVERYONE

100. First we have just a few questions for classification reasons. In what state do you currently reside?
[DROP DOWN MENU OF STATES WITH "OTHER US TERRITORY" & "NONE OF THESE" OPTIONS]
[TERMINATE IF NONE OF THESE]

BASE: NON-TERMINATES

105. Are you... [IF TELEPHONE VERSION, RECORD GENDER, BUT DO NOT ASK]
1. Female
2. Male

BASE: NON-TERMINATES

110. For classification purposes, please tell us your age.
[ENTER 2 DIGIT NUMBER OR "REFUSE"]

BASE: NON-TERMINATES

117. Thank you for answering those classification questions.

How many books have you had published?
[INSERT DROP DOWN MENU OF: 0,1,2,3,4,5,6,7,8,9,10 or more]
[TERMINATE IF 0]

BASE: NON-TERMINATES

125. [IF Q117=1 ASK:]
What is the name of your published book?

[IF Q117=MORE THAN 1, ASK:]
What is the name of your most recently published book?

[TEXT BOX]

BASE: ONE PUBLISHED BOOK (Q117=1)

126.

Is your published book currently in print?

1. Yes
2. No
3. Not sure

BASE: ONE PUBLISHED BOOK (Q117=1)

127.

Is your published book currently available as an electronic book, also called an E-Book?

1. Yes
2. No
3. Not sure

BASE: MORE THAN ONE PUBLISHED BOOK (Q117= MORE THAN ONE)

128.

Are any of your published books currently in print?

1. Yes
2. No
3. Not sure

BASE: MORE THAN ONE PUBLISHED BOOK (Q117=MORE THAN ONE)

129.

Are any of your published books currently available as an electronic book, also called an E-Book?

1. Yes
2. No
3. Not sure

BASE: ONE PUBLISHED BOOK (Q117=1)

130. We'd like to ask you a few brief questions about the copyrights to your published book. If for any question you are not sure of the answer, its okay to say so.

Do you receive, or are you entitled to receive royalties from your published book?

1. Yes
2. No
3. Not sure

BASE: ONE PUBLISHED BOOK (Q117=1)

133.

Do you personally own the copyrights to your published book?

1. Yes
2. No
3. Not sure

BASE: MORE THAN ONE PUBLISHED BOOK (Q117=MORE THAN 1)

135. We'd like to ask you a few brief questions about the copyrights to your published books. If for any question you are not sure of the answer, its okay to say so.

Do you receive, or are you entitled to receive royalties from any of your published books?

1. Yes
2. No
3. Not sure

BASE: 135=1

137. For how many of your published books do you receive or are you entitled to receive royalties? [INSERT DROP DOWN MENU OF: 0,1,2,3,4,5,6,7,8,9,10 or more (ONLY DISPLAY OPTIONS EQUAL TO OR FEWER THAN WERE SELECTED IN Q117)] (if respondent is not sure, select that option and record a verbatim response)

BASE: MORE THAN ONE PUBLISHED BOOK (Q117=MORE THAN 1)

138. Do you personally own the copyrights to any of your published books?

1. Yes
2. No
3. Not sure

BASE: 138=1

139. How many of your published books do you own copyrights to? [INSERT DROP DOWN MENU OF: 0,1,2,3,4,5,6,7,8,9,10 or more (ONLY DISPLAY OPTIONS EQUAL TO OR FEWER THAN WERE SELECTED IN Q117)] (if respondent is not sure, select that option and record a verbatim response)

MAIN SURVEY

BASE: ALL QUALIFIED RESPONDENTS

200. Now we would like to ask you a few questions about something called Google Books.

BASE: ALL QUALIFIED RESPONDENTS

210. Have you ever heard of Google Books?

1. Yes
2. No
3. Not sure

BASE: IF YES IN 210

215. How familiar are you with Google Books?
[RANDOMIZE SCALE PRESENTATION SO THAT ½ THE TIME IT STARTS WITH 1
AND ½ THE TIME IT ENDS WITH 1]

1. Not at all familiar
2. Somewhat familiar
3. Very familiar
4. Extremely familiar

BASE: 215=2,3, or 4

217. What, if anything, can you tell us about Google Books? (*record verbatim*)

BASE: ALL QUALIFIED RESPONDENTS

220.

As you may or may not know, Google scans books so that their content can be searched online and results displayed in Google Books.

We'd like to ask your opinion about one particular aspect of Google Books.

For some books, short excerpts of a book – about one-eighth of a page each -- are viewable in Google Books search results. A user who performs a search can see up to three short excerpts of the book containing the relevant search terms. A user can also click on a link to find the book in a bookstore or library. This scanning of books and displaying of short excerpts in search results is what we would like to ask you about.

BASE: ALL QUALIFIED RESPONDENTS

223.

For some other books, the full book or longer portions of a book are viewable in response to searching Google Books, with special permission from the publisher or author. Our questions are not about the display of full books or longer portions.

BASE: ALL QUALIFIED RESPONDENTS

225. Again, we would only like to ask you specifically about the display of short excerpts – about one-eighth of a page -- as search results.

Do you understand that explanation or would you like to hear it again?

1. I understand
2. I'd like to hear the description again → repeat 220, 223 and 225

(If does not understand after second explanation, terminate)

BASE: 225=1

235.

Now we would like to ask you your opinions regarding Google scanning copyrighted books so that they can be searched online and short excerpts displayed in search results. Again, our questions are only about the display of short excerpts – about one-eighth of a page -- as search results.

BASE: ALL QUALIFIED RESPONDENTS

240. To your knowledge, are any of your books searchable in Google Books and the results available only in short excerpts? If you don't know, please say so.

1. Yes they are
2. No they are not
3. Don't know

BASE: ALL QUALIFIED RESPONDENTS

245. We'd like to know the extent to which you either (***randomly rotate order of "approve of" and "object to" in question***) approve of or object to Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results.

Using the following scale, please tell us how strongly you (***keep order of "approve of" and "object to" same as above***) approve of or object to Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?

[If "approve of" comes first above, show order going from 5 to 1; if "object to" comes first above, show order going from 1 to 5]

1. Strongly object
2. Somewhat object
3. Neither approve nor object
4. Somewhat approve
5. Strongly approve

BASE: 240=1

260. Which of the following best represents your opinion as to how, if at all, you have been financially impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***Randomize order of top 2 choices***)

1. I feel I have financially benefitted
2. I feel I have been financially harmed
3. I feel I have not been financially impacted one way or the other

BASE: 260=1

265. What makes you feel you have financially benefitted from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***record verbatim/text box***)

BASE: 260=2

267. What makes you feel you have been financially harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***record verbatim/text box***)

BASE: 240=1

270. Which of the following best represents your opinion as to how, if at all, the demand for your book has been impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***Randomize order of top 2 choices***)

1. I feel the demand for my book has improved
2. I feel the demand for my book has been harmed
3. I feel the demand for my book has not been impacted one way or the other

BASE: 270=1

275. What makes you feel the demand for your book has improved from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***record verbatim/text box***)

BASE: 270=2

277. What makes you feel the demand for your book has been harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***record verbatim/text box***)

BASE: 240=2,3

280. Which of the following best represents your opinion as to how, if at all, you would be financially impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***Randomize order of top 2 choices***)

1. I feel I would financially benefit
2. I feel I would be financially harmed
3. I feel I would not be financially impacted one way or the other

BASE: 280=1

285. What makes you feel you would financially benefit from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***record verbatim/text box***)

BASE: 280=2

287. What makes you feel you would be financially harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***record verbatim/text box***)

BASE: 240=2,3

290. Which of the following best represents your opinion as to how, if at all, the demand for your book would be impacted by Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (***Randomize order of top 2 choices***)

1. I feel the demand for my book would improve
2. I feel the demand for my book would be harmed
3. I feel the demand for my book would not be impacted one way or the other

BASE: 290=1

295. What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (*record verbatim/text box*)

BASE: 290=2

297. What makes you feel the demand for your book would be harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results? (*record verbatim/text box*)

BASE: ALL QUALIFIED

310. To your knowledge, was a copyright registration filed within 3 months of the publication of any of your books? If you are not sure, its okay to say so.

1. Yes
2. No
3. Not sure

BASE: 310=3

320. Do you believe you would know how to find out whether or not a copyright registration was filed within 3 months of the publication of any of your books?

1. Yes
2. No
3. Not sure

POST SCREENING SECTION

BASE: ANY NON-TERMINATES

400. Do you or does anyone else in your household work for any of the following?

[RANDOMIZE ORDER]

1. Google
2. US Government
3. Any Local, State or Federal Courts
4. Neither of these [ANCHOR; EXCLUSIVE]

APPENDIX C

MATERIALS REVIEWED/FEEES CHARGED

In the course of designing this survey, I reviewed the following materials: (1) 4th Amended Class Action Complaint; (2) Gale Contemporary Authors data; (3) Google Books Library Project Common Questions web page¹¹; (4) Google Books homepage¹²; (5) About Google Books page¹³; (5) Google Books webpage describing various views¹⁴; (6) Results of various Google Books searches; (7) Proposed Google Books Settlement Agreement (denied by Court)¹⁵. The fee for conducting the survey and preparing this report was \$100,000. Any additional time spent in connection with this matter will be billed at my ordinary rate of \$500/hr.

¹¹ <http://books.google.com/googlebooks/common.html>

¹² <http://books.google.com/bkshp?hl=en&tab=wp>

¹³ <http://books.google.com/intl/en/googlebooks/about.html>

¹⁴ <http://books.google.com/intl/en/googlebooks/screenshots.html>

¹⁵ <http://www.googlebooksettlement.com/notice.html>

APPENDIX D

DATA FILE (to be provided electronically)

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Case ID	TP e	Q100	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X1	Q215X2	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100001	1	10	2	69	2	1	2	1	2	1	2	1	2	1	2	1	2	4	1	2	4			3	3	3	1	4
100002	1	34	1	66	10	1	1	1	1	1	1	1	1	2	2	1	2	2	1	3	3		1	1	1	1	4	
100003	1	33	2	90	8	1	1	1	1	1	1	1	8	1	98	2			1	2	4	3	3			3	4	
100004	1	44	1	63	10	1	2	1	2	1	1	1	4	1	1	1	4	1	1	1	5	3	3			1	4	
100007	1	36	1	79	2	3	2	3	2	1	1	1	1	1	2	1	1	1	2	1	5			3	3	1	4	
100008	1	33	1	74	10	1	1	1	1	1	1	1	1	2	2	2			1	3	1					3	4	
100009	1	33	1	80	7	1	2	1	2	1	2	2	1	98	1	3	2	2	1	3	1			3	1	3	4	
100010	1	28	1	83	2	3	3	3	3	1	2	1	2	2	2	2			1	3	1			3	1	3	4	
100011	1	18	2	85	10	2	2	2	2	1	98	1	98	1	98	2	1	1	2	1	4			3	3	3	4	
100012	1	34	1	77	2	2	2	2	2	1	98	1	98	1	2	2	1	1	2	1	4			3	3	3	4	
100013	1	33	2	94	5	3	1	3	1	1	1	1	1	3	2	2			1	5				1	3	1	4	
100014	1	33	1	39	1	1	3	1	1	1	1	1	1	3	1	1	3	1	1	1	1	2	2			1	4	
100015	1	44	2	60	10	1	1	1	1	1	1	1	1	1	6	1	2	1	1	2	3	2	2			1	4	
100016	1	23	1	74	10	2	2	2	2	2	2	2	2	1	1	1	2	1	3	1	5			3	3	1	4	
100017	1	28	1	70	2	2	2	2	2	1	1	1	1	2	2	1	2	2	1	2	4			3	1	1	4	
100018	1	44	1	69	5	2	3	2	3	1	3	2	1	3	2	1	2	2	1	2	4			3	1	1	4	
100019	1	33	2	86	10	1	1	1	1	1	2	1	2	1	10	1	1	1	3	1	1			2	3	3	4	
100020	1	28	2	85	1	2	2	2	2	2	2	2	2	1	1	1	1	1	3	1	5			3	1	1	4	
100021	1	47	1	78	6	1	1	1	1	1	1	2	1	2	2	1	3	1	2	2	5			1	1	1	4	
100022	1	20	2	10		1	1	1	1	1	1	1	1	1	10	2			1	2	3			3	1	1	2	
100023	1	12	2	96	10	1	2	1	2	1	1	1	1	2	2	2	1	1	2	1	3			3	3	3	4	
100024	1	21	1	76	1	2	2	2	2	2	2	1	2	1	2	2			1	2	4			1	1	1	4	
100025	1	33	1	68	10	1	1	1	1	1	1	1	1	1	4	2			1	2	2			2	1	1	4	
100026	1	44	1	82	4	1	3	1	3	1	1	1	2	1	2	1	2	1	2	2	1			3	2	1	4	
100027	1	5	1	78	10	2	1	2	1	1	1	1	1	1	10	2			1	2	5			3	1	1	4	
100028	1	36	1	82	10	1	2	1	2	1	2	2	2	1	3	1	1	1	3	2	4			3	3	1	4	
100029	1	15	1	65	10	1	1	1	1	1	1	1	1	2	2	1	2	3	1	3	1			3	3	1	4	
100030	1	30	1	85	2	1	1	1	1	1	1	1	1	1	2	2			1	3	1			3	3	1	4	
100031	1	12	2	79	5	3	2	3	2	1	1	5	3	3	3	2			1	4	5			1	1	3	4	
100032	1	31	1	91	3	2	3	2	3	2	2	1	98	1	98	1	1	1	3	1	5			3	1	1	4	
100033	1	22	1	72	8	1	1	1	1	1	1	4	1	98	1	2	1	1	3	1	3			3	1	3	4	
100036	1	17	1	88	2	2	2	2	2	1	1	1	2	2	2	2			1	5				3	3	1	4	
100037	1	43	1	80	4	2	3	2	3	2	2	2	2	2	2	2			1	5				3	1	1	4	
100038	1	14	1	77	1	1	2	1	1	1	2					2			1	2	5			3	1	1	4	
100039	1	3	1	63	8	1	1	1	1	1	1	8	1	7	1	1	2	1	2	1	1			3	3	3	4	
100040	1	14	1	73	8	1	3	1	3	1	1	8	1	98	1	2	3	1	3	1	5			3	1	1	4	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100041	1	36	OHIO	1	67	2			1	3			1	2	1	2	1	2	2	2	1	3	1	3			3	1	1	1	4	
100042	1	47	VIRGINIA	1	80	6			1	3			1	4	2	1	1	2	2	2	1	2	2		5		3	3	1	1	4	
100044	1	33	NEW YORK	2	71	9			1	1			1	9	1	9	1	1	2		1	3	2		5		3	1	1	1	4	
100045	1	33	NEW YORK	1	59	1	2	3			1	2					1	3	3	1	1	2	1	5			3	3	1	1	4	
100046	1	21	MARYLAND	1	65	6			3	2			1	3	1	6	1	1	2		1	3	1	1			3	3	1	1	4	
100047	1	47	VIRGINIA	1	76	3			3	3			2		1	1	1	2		2	1	3	1	4			3	3	1	1	4	
100048	1	23	MICHIGAN	1	81	3			1	3			1	1	3	2	2	2			1	1	2		4	3	3		3	1	4	
100050	1	47	VIRGINIA	2	85	4			3	3			2		3	1	1	2			1	3	2		5		3	3	3	2	4	
100051	1	23	MICHIGAN	1	83	4			3	3			2		2	1	1	2		1	1	2	2		5		3	1	1	1	4	
100052	1	15	INDIANA	1	84	9			1	1			1	9	3	1	1	2		2	1	3	1	3			3	3	3	1	4	
100053	1	46	VERMONT	1	79	3			3	3			1	3	3	2	2			4	1	2	2		5		3	1	1	1	4	
100054	1	25	MISSISSIPPI	1	70	10			1	1			1	1	1	10	1	2			1	2	2		4		3	3	3	1	4	
100055	1	17	KANSAS	2		3			1	2			1	3	2	2	2				1	3	2		5		3	1	1	1	4	
100056	1	3	ARIZONA	2	84	2			1	1			2		1	1	1	1			1	2	1	5			1	1	1	1	4	
100057	1	6	COLORADO	1	74	10			1	1			1	10	1	3	1	1	2		1	1	1	4		3	1		1	1	4	
100058	1	33	NEW YORK	1	76	10			1	2			1	3	1	1	2				1	3	1	5			3	1	1	1	4	
100059	1	10	FLORIDA	2	59	3			1	2			1	3	3	1	1	2		1	1	3	1	5			1	1	1	1	4	
100060	1	45	UTAH	1	86	2			2	2			1	98	3	1	1	2			1	3	2		5		3	3	3	1	4	
100061	1	33	NEW YORK	1	85	3			2	2			1	2	2	2	2				1	1	1	5		3	3		1	1	4	
100062	1	33	NEW YORK	1	63	4			1	2			1	2	2	1	1	2		1	1	1	2		5	1	1		3	2	4	
100063	1	33	NEW YORK	2	80	10			1	1			1	10	2	1	1	1			1	3	1	5			1	1	3	1	4	
100064	1	33	NEW YORK	1	56	8			1	1			1	3	1	3	1	2			1	1	1	5			3	3		1	4	
100065	1	5	CALIFORNIA	1	68	6			1	1			1	6	3	1	1	1				2	1	3			3	1	1	1	4	
100066	1	39	PENNSYLVANIA	2	78	3			1	2			1	3	2	1	1	2		1	1	3	1	5			3	1	1	1	4	
100067	1	5	CALIFORNIA	1	70	5			1	2			1	1	2	1	1	2		2	2	1	2		5		1	1	3	3	4	
100068	1	5	CALIFORNIA	1	89	10			1	2			1	3	3	1	1	2		1	1	3	1	4			3	1	3	3	4	
100069	1	43	TENNESSEE	1	88	10			2	2			2		1	10	1	2		1	1	3	2		5		3	3	3	2	4	
100070	1	33	NEW YORK	2		10			1	2			1	10	2	2	2				1	3	2		1		3	3	3	3	4	
100071	1	5	CALIFORNIA	1	78	3			2	1			2		1	3	1	1	2		1	3	2		5		3	1	3	3	4	
100072	1	5	CALIFORNIA	1	70	5			3	2			1	1	3	3	2				1	3	1	5			2	1	3	3	4	
100073	1	36	OHIO	1	85	7			1	3			1	98	2	1	1	2			1	2	1	4			1	1	1	1	4	
100074	1	14	ILLINOIS	1	75	1	2	3			1	2					2				1	2	1	5			1	1	3	2	4	
100075	1	44	TEXAS	1	78	2			1	3			1	1	2	2	2				1	2	1	5			3	3	3	2	4	
100076	1	31	NEW JERSEY	1	88	10			1	2			1	10	2	2	2				1	3	1	3			3	3	3	3	4	
100077	1	24	MINNESOTA	2	60	5			1	1			1	3	1	3	1	2			1	3	1	3			3	1	1	1	4	
100080	1	36	OHIO	1	88	1	2	3			2	2					1	2		2	1	3	1	3			3	3	1	1	4	

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Case ID	Tip e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X2	Q215X1	Q215CELL	Q215X1	Q245X2	Q240	Q245CELL	Q245X1	Q260	Q270	Q280	Q290	Q310	Q320	Q400
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100082	1	31	NEW JERSEY	2	82	1	2	2	1	1	2	1	1	2	1	2	1	1	1	2	2	3	2	2	1	1	3	1	4			
100083	1	14	ILLINOIS	1	76	10			1	1																				4		
100084	1	50	WISCONSIN	1	82	7			1	2																				4		
100085	1	31	NEW JERSEY	1	82	10			3	3																				4		
100086	1	34	NORTH CAROLINA	1	72	4			2	2																				4		
100087	1	28	NEBRASKA	1	67	3			1	1																				4		
100088	1	12	HAWAII	2	90	1	1	1			1	1																		4		
100089	1	22	MASSACHUSETTS	1	69	10			1	1																				4		
100090	1	47	VIRGINIA	1	93	5			1	2																				4		
100091	1	24	MINNESOTA	1	80	1	2	3			2	1																		4		
100092	1	33	NEW YORK	2	75	1	2	2			2	1																		4		
100093	1	5	CALIFORNIA	1	48	1	1	3			1	3																		4		
100094	1	7	CONNECTICUT	2	73	2			2	2																				4		
100095	1	17	KANSAS	1	85	10			1	1																				4		
100096	1	27	MONTANA	1	74	7			1	1																				4		
100097	1	4	ARKANSAS	1	62	3			1	2																				4		
100098	1	10	FLORIDA	1	80	10			1	3																				4		
100099	1	34	NORTH CAROLINA	1	75	8			2	1																				4		
100100	1	48	WASHINGTON	1	59	5			1	1																				4		
100101	1	31	NEW JERSEY	1	82	8			1	3																				4		
100102	1	14	ILLINOIS	2	57	4			1	1																				4		
100103	1	28	NEBRASKA	1	78	10			1	3																				4		
100104	1	18	KENTUCKY	1	81	10			1	1																				4		
100105	1	5	CALIFORNIA	1	10				1	1																				4		
100106	1	33	NEW YORK	1	62	10			1	2																				4		
100107	1	6	COLORADO	2	51	8			1	2																				4		
100108	1	23	MICHIGAN	1	10				1	3																				4		
100109	1	21	MARYLAND	1	2				1	2																				2		
100110	1	26	MISSOURI	1	89	2			2	3																				4		
100111	1	22	MASSACHUSETTS	2	87	10			1	2																				4		
100112	1	33	NEW YORK	1	82	10			1	1																				4		
100113	1	38	OREGON	1	79	8			1	1																				4		
100114	1	31	NEW JERSEY	2	65	10			1	1																				4		
100115	1	31	NEW JERSEY	2	60	10			1	1																				4		
100116	1	22	MASSACHUSETTS	1	86	1	3	3			3	2																		4		

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X1	Q215X2	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400	
100119	1	19	LOUISIANA	2	67	1	1	2			1	2					2			1	3	1			3	1	3	1	4	
100120	1	22	MASSACHUSETTS	2	75	10			2	1			1	6	1	6	1	2	2	1	3	1			1	1	1	1	4	
100121	1	7	CONNECTICUT	1	72	5			1	3			1	2	1	1	1	2	2	1	3	2			1	1	1	1	4	
100122	1	33	NEW YORK	1	44	6			1	2			1	6	1	5	1	1	2	1	3	2			3	3	3	1	4	
100123	1	18	KENTUCKY	2	76	9			1	1			1	4	3	1	1	2	1	1	1	1	3	3		3	1	1	4	
100124	1	39	PENNSYLVANIA	2		8			1	2			1	1	1	7	1	2	2	1	3	2			2	2	2	3	2	4
100126	1	50	WISCONSIN	1	74	5			3	2			1	1	1	1	1	1	1	1	3	2			3	3	1	1	4	
100127	1	33	NEW YORK	1	74	3			2	2			2		3	1	1	1	1	2	2			3	1	1	1	1	4	
100128	1	5	CALIFORNIA	2	77	10			1	1			1	10	1	10	2			1	2	2			1	1	1	1	4	
100129	1	45	UTAH	1	79	5			1	2			1	5	2	1	1	2			1	2			3	3	1	1	4	
100130	1	46	VERMONT	1	58	5			1	2			1	4	1	4	1	2	2	1	3	2			3	3	1	1	4	
100131	1	15	INDIANA	1	69	6			1	1			1	6	2	1	1	2	4	1	3	2			3	3	1	1	4	
100132	1	5	CALIFORNIA	1	70	2			2	2			1	1	3	1	1	2	2	1	3	1			3	1	1	1	4	
100133	1	33	NEW YORK	1	87	3			1	3			1	1	1	3	2			1	3	2			3	3	3	1	4	
100134	1	22	MASSACHUSETTS	2	64	10			1	1			1	6	1	8	1	1	2	1	3	1			3	3	1	1	4	
100135	1	3	ARIZONA	2	49	2			1	2			1	2	1	2	1	3	1	2	1	1			2	2	1	1	4	
100137	1	31	NEW JERSEY	2	71	4			1	2			1	1	1	1	1	2	4	1	3	2			5	3	1	1	4	
100138	1	30	NEW HAMPSHIRE	1	83	10			1	1			1	1	1	1	1	1	1	1	2			3	3	1	1	1	4	
100139	1	10	FLORIDA	1	88	10			1	2			1	10	2	1	1	1			1	4			3	1	1	1	4	
100140	1	47	VIRGINIA	1	73	3			1	2			2		2	2	2			1	2	2			3	1	1	1	4	
100141	1	36	OHIO	2	63	10			1	1			1	9	1	8	1	2	3	1	1	1			3	1	1	1	4	
100142	1	21	MARYLAND	1	78	2			1	1			1	1	1	1	1	2	1	1	2	1				3	1	1	4	
100143	1	33	NEW YORK	1	65	6			2	3			1	6	2	1	1	2	1	3	1				3	3	1	1	4	
100145	1	7	CONNECTICUT	1	74	6			1	2			1	4	2	1	1	2	2	1	2	1			3	3	1	1	4	
100146	1	5	CALIFORNIA	1	82	10			1	2			1	10	3	2	2			1	1	2			5	1	1	3	4	
100151	1	45	UTAH	1	71	10			1	2			1	4	1	10	1	1	2	1	1	1			3	1	1	1	4	
100152	1	5	CALIFORNIA	2	72	10			2	3			1	10	3	2	2			1	3	1			3	3	3	2	4	
100153	1	50	WISCONSIN	1	70	2			1	2			2		2	2	2			1	3	2			3	3	3	2	4	
100155	1	22	MASSACHUSETTS	2	63	1	1	3			1	2					1	4		1	2	1			3	1	1	1	4	
100157	1	22	MASSACHUSETTS	2	53	2			1	1			1	1	1	2	1	2	3	1	1	1			3	1	1	1	4	
100158	1	26	MISSOURI	2	56	4			1	1			1	4	1	4	1	2	2	1	1	2			2	3	1	1	4	
100159	1	5	CALIFORNIA	1		3			1	2			3		3	3	3			1	3	2			3	3	3	3	4	
100162	1	3	ARIZONA	1	78	1	2	3			1	1					1	2		1	2	2				3	3	1	4	
100163	1	33	NEW YORK	1	72	10			1	3			1	7	3	1	1	1	2	1	3	1			3	3	1	1	4	
100164	1	10	FLORIDA	1	69	8			1	2			1	2	3	1	1	2	2	1	3	2			3	2	3	1	4	
100165	1	36	OHIO	1	65	2			3	2			1	1	3	1	1	2	2	1	3	1			3	1	1	1	4	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400	
100166	1	47	VIRGINIA	2	79	7			1	2	1	98	1	98	1	7	1	2	1	1	1	2	1	4			1	1	2		4		
100167	1	31	NEW JERSEY	2	80	3			3	2			2		3	1	1	2	1	1	1	3	1	3			3	3	3	2	4		
100168	1	37	OKLAHOMA	1	96	10			2	2			2		2	1	1	2	1	1	1	1	2			3	3		1		4		
100169	1	16	IOWA	2	96	3			3	3			1	1	1	3	1	1	3	1	1	3	2					3	3	1		4	
100170	1	31	NEW JERSEY	1	74	1	2	2			2	1				1	1	2	1	1	1	3	2					3	3	1		4	
100172	1	31	NEW JERSEY	1	83	5			1	1			1	1	1	5	1	1	2	1	1	1	2	4				1	1	1		4	
100173	1	5	CALIFORNIA	1	82	10			1	1			1	2	1	4	2				1	3	2				3	1	3	3		4	
100174	1	21	MARYLAND	2	74	7			1	3			1	7	1	7	1	2	2	2	1	3	2					3	1	1		4	
100175	1	39	PENNSYLVANIA	2	90	5			1	3			3	1	2	1	2	2	1	1	1	2	2				3	3	2		4		
100176	1	22	MASSACHUSETTS	2	70	4			1	2			1	3	2	1	1	2	2	2	1	3	2				3	1	1		4		
100177	1	31	NEW MEXICO	2	81	3			1	1			3	1	3	2	1				1	3	1	4			3	3	3	3		4	
100178	1	12	HAWAII	1		2			2	2			1	98	3	1	1	1	1	1	1	2	2				3	3	1		4		
			DISTRICT OF COLUMBIA																														
100179	1	9	COLUMBIA	1	74	6			1	1			1	6	1	6	1	1	2	1	1	3	1	5				1	1	1		4	
100180	1	25	MISSISSIPPI	1	79	1	3	1			3	3					1	2	2	1	1	3	1	3			3	3	3	3		4	
100181	1	26	MISSOURI	1	70	10			1	1			1	8	3		1	1	2	1	1	3	1	1			3	1	1		4		
100182	1	14	ILLINOIS	1	80	1	1	3			1	2					2				1	3	2				3	1	1		4		
100183	1	45	UTAH	1	80	10			1	3			1	4	1	10	3				1	3	1	3			3	3	1		4		
100184	1	5	CALIFORNIA	2	65	5			1	1			1	5	1	5	1	2			2	1	3	2			4	1	1		4		
100185	1	33	NEW YORK	1	71	2			1	1			1	2	2	2					1	3	2				1	1	1		4		
100187	1	22	MASSACHUSETTS	1	81	2			2	2			1	2	3	1	1	2	1	2	1	3	1	5			3	1	1		4		
100188	1	39	PENNSYLVANIA	2	71	3			1	2			2		3	1	1	1	2	1	1	3	1	5			3	1	3	1		4	
100190	1	44	TEXAS	1	79	10			1	1			1	2	1	10	2				1	3	1	5			3	1	1		4		
100191	1	12	HAWAII	1	86	2			3	3			2		2		2				1	3	2				3	3	3	2		4	
100194	1	33	NEW YORK	1	86	5			2	3			3		2		1	2	1	1	1	3	1	5			3	3	3	3		4	
100195	1	50	WISCONSIN	1	78	3			1	2			1	3	2	1	1	2	2	1	1	3	2				1	1	3	3		4	
100196	1	17	KANSAS	1	86	5			1	2			1	5	3	1	1	2	1	1	1	3	1	5			3	1	3	1		4	
100198	1	31	NEW JERSEY	1	83	10			3	1			1	3	2	1	1	1	1	1	1	3	1	5			3	3	1		4		
100199	1	47	VIRGINIA	1	50	2			1	1			1	1	1	1	1	1	4		1	1	2				5	1	1		3		4
100201	1	33	NEW YORK	1	82	1	2	3			2	2					2				1	3	1	5				3	1	3	1		4
100203	1	36	OHIO	1	90	5			2	3			1	5	1	5	2				1	3	1	4				3	3	1		4	
100204	1	17	KANSAS	2	78	2			3	3			1	1	2		2				1	3	2				3	3	3	2		4	
100205	1	26	MISSOURI	2	91	4			2	2			2		3	2	2				1	3	1	5			3	3	3	3		4	
100206	1	2	ALASKA	1	79	10			1	1			1	6	1	8	1	1	1	1	1	1	1	5			3	1		3	1		4
100207	1	26	MISSOURI	1	70	3			1	2			2		1	2	1	2	1	1	1	3	1	3				2	3	1		4	
100208	1	50	WISCONSIN	1	71	10			1	2			2		1	10	1	1	1	1	1	2	2				5		2	3	1		4
100209	1	5	CALIFORNIA	1	60	8			1	1			1	8	1	2	1	2	2	1	1	1	1	5			3	3		1		4	

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Case ID	Tip e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400					
100210	1	45	UTAH	1	57	5			1	1			1	5	1	2	1	2	2	1	1	1	2	1	3	3					1		4				
100212	1	17	KANSAS	1	76	5			1	2			1	2	2	1	1	1	2		1	3	1	3		3	1	1	1	1		1	4				
100213	1	33	NEW YORK	1	81	5			3	2			2	3	3	2	2				1	3	2		4	3	3	1	1	1		1	4				
100214	1	5	CALIFORNIA	2	78	5			1	1			1	2	3	2	2				1	3	2		3	3	3	1	1	1	1	1	4				
100215	1	24	MINNESOTA	1	80	10			1	3			1	98	1	98	1	98	1	2	2	1	3	2	5	1	1	1	3	1	1	1	4				
100216	1	14	ILLINOIS	1	77	9			1	3			2	3	3	2	2				1	3	1	3		3	3	3	3	3	3	3	4				
100217	1	22	MASSACHUSETTS	1	71	5			1	3			1	2	2	1	1	2	2	2	1	3	1	4		1	1	1	1	1	1	1	1	4			
100218	1	36	OHIO	1	76	5			2	2			2	2	2	2	2				1	3	2	3	3	3	3	2	2	2	2	2	2	4			
100219	1	47	VIRGINIA	1	72	7			1	1			1	7	1	1	1	1	2	1	1	3	2	3	3	3	3	1	1	1	1	1	1	4			
100221	1	24	MINNESOTA	2	67	4			1	3			1	1	1	2	1	1	2	1	1	3	2	4	3	3	3	1	1	1	1	1	1	4			
100222	1	26	MISSOURI	2	89	9			1	3			1	2	2	2	2				1	3	1	3	3	3	3	2	2	2	2	2	2	4			
100223	1	47	VIRGINIA	1	75	4			2	2			2	2	2	2	2				1	2	1	4		3	1	1	1	1	1	1	1	4			
100225	1	11	GEORGIA	2	75	3			1	3			1	3	3	2	2				1	3	1	4		3	1	1	1	1	1	1	1	4			
100226	1	46	VERMONT	1	84	2			2	3			2	2	1	2	1	1	2	1	1	2	2	3	3	3	3	2	2	2	2	2	2	4			
100227	1	21	MARYLAND	1	85	10			3	2			2	1	10	2	2				1	3	2	1	1	3	3	1	1	1	1	1	1	4			
100228	1	33	NEW YORK	1	68	10			1	1			1	10	2	2	2				1	3	1	4		3	1	1	1	1	1	1	1	4			
100229	1	21	MARYLAND	1	84	6			3	3			2	2	2	2	2				1	3	2	5	3	3	3	1	1	1	1	1	1	4			
100230	1	24	MINNESOTA	1	83	2			3	2			2	3	3	2	2				1	3	2	3	3	3	1	1	1	1	1	1	1	4			
100232	1	50	WISCONSIN	2	76	9			2	2			1	1	1	98	2				1	2	2	4		3	1	1	1	1	1	1	1	4			
100233	1	23	MICHIGAN	1	62	5			1	2			1	5	2	1	1	2	2	2	1	3	1	4		3	3	1	1	1	1	1	1	1	4		
100234	1	33	NEW YORK	1	72	6			2	2			1	6	1	6	2				1	3	2	5	3	3	1	1	1	1	1	1	1	1	4		
100237	1	36	OHIO	1	78	10			1	3			2	2	2	2	2				1	3	2	5	3	3	1	1	1	1	1	1	1	1	4		
100239	1	45	UTAH	2	90	1	3	3			1	1					2				1	3	2	5	3	3	1	1	1	1	1	1	1	1	4		
100240	1	5	CALIFORNIA	1	84	6			2	2			1	3	2	2	2				1	3	2	5	3	3	1	1	1	1	1	1	1	1	4		
100242	1	5	CALIFORNIA	1	66	9			1	1			1	8	2	1	1	2	1	2	1	3	1	4		1	1	1	1	1	1	1	1	1	1	4	
100243	1	5	CALIFORNIA	2	87	5			1	1			1	2	1	5	1	2	2	1	1	3	1	3		1	1	1	1	1	1	1	1	1	1	4	
100244	1	44	TEXAS	2	82	5			2	3			1	4	1	4	1	1	2	1	1	3	2	4		3	3	3	1	1	1	1	1	1	1	4	
100246	1	44	TEXAS	1	75	5			1	1			1	1	2	1	1	2	2	2	1	3	1	4		3	1	1	1	1	1	1	1	1	1	4	
100249	1	5	CALIFORNIA	1	77	2			2	1			3	1	2	1	1	2	2	2	1	3	1	5		3	3	1	1	1	1	1	1	1	1	4	
100250	1	5	CALIFORNIA	2	88	2			2	2			2	2	1	2	2				1	3	1	3		3	3	1	1	1	1	1	1	1	1	4	
100251	1	33	NEW YORK	1	83	2			2	2			2	2	1	2	1	1	1	1	1	2	1	5		3	1	1	1	1	1	1	1	1	1	4	
100252	1	36	OHIO	1	81	2			1	1			1	1	1	1	2				1	3	1	3		3	3	1	1	1	1	1	1	1	1	4	
100253	1	34	NORTH CAROLINA	2	81	9			1	2			1	1	1	9	2				1	3	2	4		3	3	3	2	2	2	2	2	2	2	4	
100255	1	31	NEW JERSEY	1	73	2			1	3			1	2	1	1	1	1	2	1	1	3	2		3	3	1	1	1	1	1	1	1	1	1	4	
100256	1	10	FLORIDA	1	83	4			1	3			1	2	1	4	1	1	1	1	1	3	1	3		1	1	1	1	1	1	1	1	1	1	4	
100257	1	33	NEW YORK	2	79	4			1	2			1	4	2	1	1	2	2	1	1	3	1	2		3	3	3	1	1	1	1	1	1	1	1	4

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Case ID	TP e	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X1	Q215X2	Q225	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100258	1	33	NEW YORK	1	63	10	1	1	1	10	2	1	10	2	1	2	1	1	3	1	5			3	3	1		4
100259	1	33	NEW YORK	1	80	10	1	1	1	10	3	1	10	3	1	2	2	1	3	1	3			2	2	3	1	4
100260	1	14	ILLINOIS	1	77	10	1	2	1	10	3	1	10	3	1	2	1	1	1	1	4		3	1		3	2	4
100262	1	22	MASSACHUSETTS	1	74	10	1	2	1	10	1	98	1	1	2	1	2	1	3	1	5			3	1	3	1	4
100263	1	31	NEW JERSEY	2	78	5	2	2	2	2		1	5	3	1		1	3	2		4			3	3	1	4	
100264	1	7	CONNECTICUT	2	80	2	2	3	2	2		1	2	2	2		1	3	2		4			1	3	1	4	
100265	1	34	NORTH CAROLINA	1	77	7	1	3	1	7	2	3			3		1	3	2		4			3	3	3	3	4
100267	1	33	NEW YORK	1	87	9	1	3	1	1	1	3	1	1	1	1		1	3	1	4			3	3	1	4	
100268	1	33	NEW YORK	1	68	3	2	3	2	3	2	1	3	2	1	1		1	3	1	4			1	1	1	4	
100269	1	5	CALIFORNIA	1	87	8	3	3	3	1	3	1	98	1	2	1	1	1	3	2		3		3	3	3	2	4
100270	1	47	VIRGINIA	1	66	6	1	1	1	2	2	1	2	2	1	2	2	1	3	2		5		1	1	1	4	
100271	1	10	FLORIDA	1	75	5	1	1	1	3	2	1	3	2	1	2	4	1	2	1	5			3	3	3	2	4
100272	1	18	KENTUCKY	2	74	1	2	2	3	2					1	1		1	3	2	4			3	3	3	2	4
100273	1	7	CONNECTICUT	2	81	3	3	3	3	2		3			3			1	3	2	3			3	3	3	3	4
100274	1	5	CALIFORNIA	1	87	10	1	2	1	98	1	98	1	98	1	2		1	2	2		4		3	1	3	1	4
100275	1	43	TENNESSEE	1	92	10	1	2	1	2	2	2			2		1	3	2		4			3	1	3	3	4
100276	1	5	CALIFORNIA	1	88	2	1	2	2	1	2	1	2	1	1	1	1	1	2	2		5		3	1	3	1	4
100277	1	33	NEW YORK	1	80	1	3	3	2	1					1	2	2	1	3	1	4			3	3	1	4	
100278	1	21	MARYLAND	1	64	10	1	2	2	1	5	1	4	1	2	2	2	1	3	2		5		3	3	1	3	4
100279	1	10	FLORIDA	1	85	1	2	3	2	1					2			1	3	2		3		1	1	3	3	4
100280	1	47	VIRGINIA	1	63	10	1	1	1	10	1	10	1	10	1	1	2	1	3	2		3		3	3	1	4	
100281	1	33	NEW YORK	1	79	4	1	1	1	2	1	6	1	2	1	2		1	3	2	3		3	1	1	3	1	4
100282	1	31	NEW JERSEY	1	78	10	1	1	1	3	2	2			2		1	3	2		4			3	3	1	4	
100283	1	45	UTAH	1	79	4	1	2	1	3	2	1	3	2	1	2	1	1	3	2		4		1	1	3	1	4
100284	1	31	NEW JERSEY	2	6		1	2	2	1	2	3	1	2	3	2	2	1	3	2		4		1	1	1	4	
100285	1	33	NEW YORK	2	70	5	1	2	1	5	3	1	5	3	1	2	1	1	2	1	3			3	1	1	4	
100286	1	33	NEW YORK	2	84	10	1	3	3	1	4	3	2		2			1	3	2		3		3	3	3	3	4
100288	1	23	MICHIGAN	1	76	5	1	1	1	2		1	1	1	1	2	4	1	2	1	4			3	1	1	4	
100290	1	27	MONTANA	1	80	4	1	1	1	3	1	4	2		2		1	3	1	2				3	3	1	4	
100291	1	36	OHIO	1	82	10	1	1	1	5	1	8	1	1	1	1		1	3	1	3			2	2	1	4	
100294	1	5	CALIFORNIA	1	75	5	1	2	2	1	4	2	1	4	2	1	3	1	3	1	5			3	1	1	4	
100295	1	22	MASSACHUSETTS	1	92	6	1	2	1	3	1	2	1	2	1	2	3	1	3	1	5			3	3	3	3	4
100296	1	5	CALIFORNIA	1	83	6	2	2	2	2		1	6	1	1	1		1	3	2		5		1	1	1	4	
100298	1	33	NEW YORK	1	86	1	2	1	2	1					2			1	1	4		5		3	3	1	4	
100299	1	5	CALIFORNIA	1	70	9	1	1	1	2	1	9	1	2	1	2	2	1	3	2		5		1	1	1	4	
100301	1	22	MASSACHUSETTS	1	70	4	1	2	1	3	1	4	1	1	1	3		1	3	2		3		3	1	1	4	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100302	1	47	VIRGINIA	1	81	10			1	3			1	9	1	4	2				1	2	2		3		3	3	3	3	4	
100303	1	33	NEW YORK	2	81	10			1	2			1	98	1	10	2				1	3	1	2		3		3	3	3	2	4
100304	1	21	MARYLAND	1	73	2			2	3			1	2	1	2	1	2		3	1	3	2		4		3	3	3	1		4
100305	1	33	NEW YORK	1		7			1	1			1	7	1	2	1	1	2		1	3	2		5		1	1	1	1		4
100306	1	33	NEW YORK	2		2			2	2			3		1	2	1	2		2	1	2	1	1		2		2	3	1		4
100308	1	36	OHIO	2	71	7			2	3			2		3	1	1	1		1	1	3	2		1		3	3	3	3		4
100309	1	47	VIRGINIA	1	87	7			1	2			1	5	2	1	1	2		1	1	2	2		5		3	3	1			4
100311	1	31	NEW JERSEY	2	67	3			2	2			1	3	2	2	2				1	2	2		4		3	3	1			4
100312	1	50	WISCONSIN	2	54	6			2	3			1	6	1	6	1	1			1	3	1	1		3		3	3	1		4
100314	1	39	PENNSYLVANIA	1	88	7			1	1			1	7	2	2	2				1	3	1	3		3		3	3	1		4
100315	1	34	NORTH CAROLINA	1	85	6			3	2			2		1	3	1	2		1	1	3	1	3		3		3	3	3		4
100317	1	33	NEW YORK	2		9			1	1			1	99	1	9	1	2			1	3	1	1		2		2	3	1		4
100319	1	33	NEW YORK	1	85	10			1	2			1	10	1	10	2				1	2	2		3		3		3	1		4
100320	1	28	NEBRASKA	1	65	2			1	2			1	2	3	1	1	2		1	1	3	2		3		3	3	3	3		4
100321	1	33	NEW YORK	1	76	1	2	2			2	1					1	1	1		1	3	1	4		3		3	3	1		4
100322	1	47	VIRGINIA	2	73	10			3	2			2		2	2	1	2			1	3	1	5		3		3	3	3		4
100323	1	3	ARIZONA	1		10			1	1			1	10	1	10	1	1			1	3	2		3		2	3	3	1		4
100325	1	5	CALIFORNIA	1	90	3			3	3			2		1	2	2				1	3	2		5		3	3	3	3		4
100326	1	5	CALIFORNIA	2	66	2			2	2			2		1	2	2				1	3	2		1		3	3	1			4
100328	1	5	CALIFORNIA	1	83	2			2	2			2		2		1	2		1	1	3	2		4		3	3	3	3		4
100329	1	47	VIRGINIA	1	65	2			1	2			1	1	2	1	1	2			1	2	2		4		3	3	3	1		4
100330	1	24	MINNESOTA	1	69	2			2	2			1	2	2	2	2				1	3	1	3		3		3	1	3	3	4
100331	1	5	CALIFORNIA	2	79	1	3	3			1	2					2				1	2	1	3		3		3	3	1		4
100332	1	19	LOUISIANA	1	75	10			1	1			1	8	1	2	1	2		2	1	3	1	3		1		3	1			4
100333	1	10	FLORIDA	1	70	3			3	3			2		1	3	2				1	3	2		3		3	3	1			4
100334	1	18	KENTUCKY	1	59	2			2	2			1	2	2	1	1	1		1	1	2	2		3		3	1	3	3		4
100335	1	10	FLORIDA	2	77	3			1	2			2		1	3	2				1	3	2		4		1	1	1			4
100337	1	6	COLORADO	1	65	2			1	2			1	2	1	2	2				1	2	1	3		3		3	3	1		4
100338	1	5	CALIFORNIA	1	57	2			1	1			1	2	3	1	1	2		1	1	3	2		3		3	3	1			4
100339	1	5	CALIFORNIA	2	81	4			2	2			1	4	1	4	1	2		1	1	2	1	4			3	3	1			4
100340	1	5	CALIFORNIA	1	76	2			2	2			1	2	1	2	1	1	2		1	3	1	4			3	3	1			4
100341	1	6	COLORADO	2		6			1	1			1	1	1	1	1	1		1	1	2	2		1		2	2	1			4
100342	1	38	OREGON	1	70	10			1	2			1	2	1	10	1	1	2		1	2	2		1		2	2	1			4
100344	1	7	CONNECTICUT	1	73	3			1	3			2		2	1	1	2		1	1	3	1	4			3	1	1			4
100345	1	33	NEW YORK	2	89	2			2	1			2		1	2	2			1	1	3	1	5		4		3	3	3		4
100346	1	28	NEBRASKA	2	92	10			1	2			2		1	10	2				1	3	2		4		1	1	3	1		4

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X2	Q215X1	Q215X2	Q225	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100347	1	30	NEW HAMPSHIRE	1	79	4			1	3			2		3		1	1	2	1	1	3	2	4			3	3	3	3	4
100348	1	41	SOUTH CAROLINA	1	81	4			1	2			2		2		4	1	2		1	2	1	5			3	3	1		4
100349	1	23	MICHIGAN	1	75	10			1	1			1	10	1	3	3				1	3	2				2	1	1		4
100350	1	50	WISCONSIN	1	84	1	2	3			1	3					2	1	3	1	1	3	1	5			3	3	1		4
100351	1	7	CONNECTICUT	1	82	10			2	3			1	3	1	98	2	1	3	1	1	3	1	3			3	3	3	1	4
100352	1	19	LOUISIANA	1	10				1	1			1	2	1	10	2				1	3	1	5			3	1	1		4
100353	1	47	VIRGINIA	1	77	7			1	2			1	5	1	7	1	2	1	1	1	3	1	3			2	1	1		4
100354	1	33	NEW YORK	2					1	1			1	5	1	5	1	1	1	1	1	3	1	1			2	2	1		4
100355	1	33	NEW YORK	2					1	2			1	5	1	5	1	1	2	1	1	3	2	3			3	3	1		4
100356	1	23	MICHIGAN	1	79	8			1	3			1	8	2	1	1	2	1	1	1	2	1	1			3	3	3	2	4
100357	1	22	MASSACHUSETTS	2	80	2			1	3			1	2	1	2	1	2	2	1	1	1	1	5	1	1			1		4
100358	1	19	LOUISIANA	1	75	5			1	1			1	3	3	1	1	2	1	1	2	1	2	5			3	1	3	1	4
100359	1	31	NEW JERSEY	1	51	3			2	1			1	3	1	3	1	1	1	1	1	2	2	2			3	1	1		4
100360	1	6	COLORADO	1	74	10			1	3			1	10	1	10	1	1	2	1	1	3	2	3			3	3	3	3	4
100363	1	6	COLORADO	1	84	10			1	2			1	10	2	1	1	1	1	1	1	3	1	5			3	1	1		4
100364	1	26	MISSOURI	2	78	5			1	2			1	3	1	5	3				1	3	1	4			3	3	1		4
100365	1	26	MISSOURI	2	70	10			1	3			1	5	1	98	1	2	2	1	1	1	2	5	1	3			3	1	4
100366	1	38	OREGON	1	83	3			3	2			2		1	3	1	2	1	1	1	3	1	1			3	3	1		4
100367	1	5	CALIFORNIA	1	85	6			1	3			1	6	2	1	1	2	2	2	1	3	1	3			3	3	1		4
100368	1	5	CALIFORNIA	1	74	10			1	3			1	10	1	10	1	1	2	1	1	3	1	2			2	3	1		4
100369	1	5	CALIFORNIA	1	74	3			1	2			1	3	1	1	1	1	2	1	1	1	1	5			3	3	1		4
100371	1	5	CALIFORNIA	1	73	2			1	3			1	2	1	2	2				1	2	2	1			3	3	1		4
100373	1	31	NEW JERSEY	1	80	10			1	2			1	2	1	98	1	1	1	1	1	3	1	3			3	1	1		4
100374	1	36	OHIO	1	89	5			1	1			1	3	1	5	2				1	3	2	1			3	3	3	2	4
100375	1	5	CALIFORNIA	1	53	2			1	2			1	2	2	2	2				1	3	2	1			3	3	1		4
100376	1	7	CONNECTICUT	2					1	1			1	1	1	3	1	2	2	2	1	3	1	1			2	3	1		4
100377	1	18	KENTUCKY	1	72	2			1	2			2		2		1	1	1	1	1	2	4				3	3	3	1	4
100378	1	33	NEW YORK	2	85	10			2	2			2		1	10	1	1	1	1	1	3	1	1			2	3	1		4
100379	1	44	TEXAS	1					1	1			1	3	1	2	1	2	2	2	1	3	1	3			3	3	1		4
100380	1	7	CONNECTICUT	2	73	1	1	3			1	1					1	2	2	2	1	3	1	2			3	3	1		4
100381	1	5	CALIFORNIA	1	82	7			1	1			1	6	1	6	2				1	1	1	5		3			3	2	4
100382	1	24	MINNESOTA	2	82	1	2	3			1	2					1	2	1	1	1	3	1	4			3	1	1		4
100383	1	14	ILLINOIS	1	74	10			1	2			2		1	1	3				1	3	1	5			3	1	3	3	4
100384	1	33	NEW YORK	1	70	2			1	3			1	1	1	2	2				1	3	1	5			3	3	1		4
100385	1	50	WISCONSIN	1	76	2			3	2			1	2	2	2	2				1	2	1	5			1	1	1		4
100386	1	17	KANSAS	1	42	6			1	1			1	6	1	6	1	2	4	1	1	1	1	3		2	3		1		4

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Case ID	TP e	Q100	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X1	Q215X2	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100387	1	44	1	85	10			1	3				1	99	1	2	2		1	3	1			3	3	1		4
100388	1	43	2	66	3			1	1			1	98	2		1		2	1	3	2	4		3	3	1		4
100390	1	48	1	78	4			1	2			1	4	1	4	1	2		1	3	2	5		1	1	3	1	4
100391	1	36	1	77	6			1	2			1	1	2		1	2		1	3	2	5		3	1	3	1	4
100393	1	39	1	70	10			1	3			1	2	1	10	1	2		1	3	1	5		3	1	1		4
100394	1	39	1	79	3			1	1			1	3	1	3	1	2		1	3	1	3		3	3	1		4
100395	1	31	2	79	5			1	1			1	5	1	3	1	2		1	3	2	3		3	3	1		4
100396	1	14	1	74	8			1	3			1	5	3		1	2		1	3	1	5		3	3	1		4
100397	1	47	1	10				1	3			1	8	1	10	2			1	3	2	3		1	1	1		4
100398	1	11	1	78	7			1	2			1	2	1	1	1	1		1	1	2	4	3	3		3	1	4
100399	1	19	2	55	10			2	2			1	9	1	1	2			1	1	2	3				2		4
100400	1	24	1	81	10			1	2			1	5	1	3	1	2		1	1	1	3		3	1	1		4
100401	1	44	1	70	6			1	3			1	3	1	6	1	2		1	2	2	5		3	1	1		4
100402	1	44	1	69	10			1	1			1	98	2		2			1	2	1	3		3	1	1		4
100404	1	18	1	73	6			1	2			1	6	1	4	1	2		1	1	2	3	3		3	1		4
100406	1	31	1	73	10			1	3			2		1	10	1	1		1	1	2	3			3	3	3	4
100407	1	6	1	79	2			1	1			1	1	2		1	1		1	1	3	3		3	3	1		4
100408	1	33	1	86	10			1	3			1	5	1	5	1	1		1	1	2	5		3	3	1		4
100409	1	39	2	80	3			2	2			2		1	3	2			1	1	2	5	3			1		4
100410	1	36	2	74	1	3	3			2	3					2			1	3	1			2	3	3	3	4
100411	1	33	1	76	2			2	2			1	2	1	2	1	2		1	3	2	4		3	1	1		4
100412	1	36	1	80	8			1	1			1	98	1	1	2			1	3	1	5		1	1	1		4
100413	1	20	1	74	2			1	2			1	1	1	2	2			1	2	1	5		2	1	1		4
100414	1	33	2	84	10			1	3			1	10	1	98	2			1	3	1	4		3	3	1		4
100415	1	8	1	10				1	2			1	8	1	8	1	2		2	1	2	4		3	3	1		4
100416	1	46	1	75	4			1	3			1	1	2		1	2		1	3	2	5		3	1	3	3	4
100418	1	31	1	89	5			1	2			1	3	1	5	1	2		1	3	1	3		3	3	1		4
100419	1	33	1	85	3			1	1			1	3	1	2	2			1	1	2	5	3		3	1		4
100420	1	33	2	82	10			1	3			1	98	1	1	2			1	1	2	4		3	3	1		4
100421	1	22	2	95	6			3	3			1	1	1	6	2			1	3	1	5		3	3	3	2	4
100422	1	31	1	62	7			1	1			1	4	1	2	1	1		1	1	1	5	1		3	2	3	4
100423	1	31	1	65	3			3	3			2		1	2	1	2		1	1	4				3	1		4
100424	1	31	1	62	1	1	1			1	2					1	1	2	1	1	4				1	1		4
100426	1	39	1	10				1	1			1	10	1	10	1	2		1	3	1	4		3	1	1		4
100427	1	33	2	9				1	2			2	3		2	2			1	3	2	3		1	3	1		4
100428	1	39	2	79	10			1	1			1	5	3		1	1		1	3	2	5		3	3	1		4

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Case ID	TP e	Q100	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X1	Q215X2	Q225	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100429	1	7	CONNECTICUT	2	87	7		3	3			1	7	1	7	1	2	2	1	1	2	3	3	3			3	3	4
100430	1	23	MICHIGAN	1	77	3		1	3			1	2	1	3	1	1	2	1	1	2	5	3	2			3	2	4
100431	1	39	PENNSYLVANIA	1	77	1	2	1		1	1					1	2	2	1	3	3			3	3	1			4
100432	1	10	FLORIDA	2	85	4		1	1			1	1	1	2	2			1	2	2	5			1	1	3	3	4
100435	1	15	INDIANA	1	80	10		1	1			1	10	1	10	1	1	1	1	3	2	3			3	3	1		4
100436	1	33	NEW YORK	2	59	8		1	1			1	6	1	6	1	2	3	1	3	1	5			3	1	1		4
100437	1	5	CALIFORNIA	1	62	10		1	1			1	10	1	10	1	2	2	1	3	1	4			1	1	1		1
100438	1	5	CALIFORNIA	1	76	10		1	3			1	8	2		1	1		1	3	1	5			1	1	3	2	4
100439	1	5	CALIFORNIA	1	84	10		1	1			1	3	2		2			1	3	2	1			3	3	1		4
100440	1	5	CALIFORNIA	1	65	6		1	3			1	6	1	5	1	2	3	1	3	2	5			1	1	1		4
100441	1	48	WASHINGTON	2	72	2		1	2			1	1	1	1	1	1		1	3	1	4			3	3	1		4
100445	1	39	PENNSYLVANIA	1	85	10		1	2			1	5	1	10	1	2	1	1	3	2	5			3	1	1		4
100446	1	10	FLORIDA	1	72	6		1	2			1	6	1	5	1	1	1	1	2	1	1			2	2	3	1	2
100447	1	34	NORTH CAROLINA	1	70	4		1	1			1	1	1	1	1	4		1	1	1	3		3			1		4
100448	1	22	MASSACHUSETTS	1	76	2		1	1			1	2	1	2	2			1	3	2	5			1	1	3	3	4
100449	1	33	NEW YORK	2	80	3		1	2			1	98	1	98	2			1	3	1	5			3	1	3	3	4
100450	1	34	NORTH CAROLINA	1	90	10		1	2			1	1	1	98	2			1	2	1	1			3	3	3	1	4
100451	1	39	PENNSYLVANIA	1	88	4		2	2			2		2	2	1	2	2	1	3	1	3			3	3	3	1	4
100452	1	33	NEW YORK	1	79	8		1	2			1	2	2	1	1	2	4	1	2	2	4			3	1	1		4
100453	1	33	NEW YORK	1	72	10		1	3			1	4	1	98	1	1		1	3	1	4			3	1	1		4
100454	1	21	MARYLAND	2	79	2		2	2			2		2		2			1	2	2	3			3	3	1		4
100455	1	22	MASSACHUSETTS	1	75	4		1	3			1	4	1	4	1	1	1	1	3	1	4			3	1	3	3	4
100456	1	31	NEW JERSEY	1	84	5		1	2			1	5	2		1	2	1	1	2	1	5			3	1	3	3	4
100457	1	36	OHIO	1	82	1	1	3		1	1					1	2	1	1	3	1	5			3	1	1		4
100458	1	33	NEW YORK	1	75	9		1	1			2		1	9	1	2	3	1	2	2	3			3	3	2		4
100459	1	8	DELAWARE	1	70	3		1	2			1	2	1	3	2			1	2	2	4			2	2	1		4
100460	1	22	MASSACHUSETTS	1	74	5		3	3			1	3	3		1	2		1	3	2	4			1	1	1		4
100461	1	22	MASSACHUSETTS	1	70	6		1	2			1	3	1	2	2			1	2	2	4			3	3	1		4
100462	1	22	MASSACHUSETTS	2	78	3		1	3			1	1	1	3	1	1	2	1	3	2	5			3	1	1		4
100463	1	47	VIRGINIA	1	60	6		2	1			1	3	3		1	2	4	1	1	2	5			5	1	2		4
100464	1	14	ILLINOIS	1	75	10		1	3			1	3	1	10	1	1		1	3	2	5			1	1	1		4
100465	1	39	PENNSYLVANIA	1	64	10		1	1			1	10	1	9	1	3		1	1	1	3			3	2			4
100466	1	36	OHIO	1	80	10		3	3			1	98	1	10	1	2	1	1	3	1	3			3	3	1		4
100467	1	22	MASSACHUSETTS	1	79	10		3	3			3		1	98	2			1	1	1	5			3	3			4
100468	1	31	NEW JERSEY	1	80	8		3	3			1	6	1	2	1	1		1	3	1	4			3	1	1		4
100469	1	44	TEXAS	2	79	5		1	2			1	98	1	5	1	2	1	1	1	1	3			3	3			4

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100470	1	33	NEW YORK	2	76	3		2	2				2		1	1	1	1	2		1	2	2		3		3	3	1		4	
100471	1	36	OHIO	1	83	2		1	2				1	2	1	2	2				1	2	2		4		3	1	1		4	
100472	1	5	CALIFORNIA	1	1	1	1	2			1	3					1	1	2		1	3	1	3		3	3	3	3		4	
100475	1	11	GEORGIA	1	67	4		2	1				1	4	1	4	1	2		1	1	2	2		3		3	1	1		4	
100476	1	30	NEW HAMPSHIRE	1	70	8		1	2				1	8	1	8	1	1	1		1	3	1	3		1	1	1	1		4	
100477	1	37	OKLAHOMA	2	55	2		1	1				1	2	1	2	1	1	2		1	3	2		5		1	3	3	1	4	
100478	1	39	PENNSYLVANIA	1	60	1	1	3			1	3					1	1	2		1	1	3	1		3	3	3	1		4	
100479	1	25	MISSISSIPPI	1	84	10		1	1				1	2	2	2	2				1	3	1	3		3	3	3	3		4	
100480	1	12	HAWAII	1	76	10		1	3				1	1	1	10	2				1	3	1	3		1	1	1	1		4	
100481	1	5	CALIFORNIA	2	74	1	2	2			1	2					1	2		1	1	3	1	3		3	3	3	1		4	
100482	1	24	MINNESOTA	1	83	7		1	1				1	2	3		1	2		2	1	3	1	5			3	1	3	1	4	
100483	1	14	ILLINOIS	1		7			2	3			1	7	1	1	1	1	3		1	3	2		3		3	3	1		4	
100484	1	1	ALABAMA	1	88	4		3	3				1	1	1	1	1	1	1		1	3	2		4		3	3	1		2	
100486	1	5	CALIFORNIA	1	90	2		1	2				1	1	2		1	2		2	1	2	2		3		3	3	1		4	
100487	1	5	CALIFORNIA	2	80	10		1	3				1	2	2		1	2		1	1	3	1	3		3	3	3	1		4	
100488	1	5	CALIFORNIA	1	80	10		1	2				3	1	1	10	3				1	2	2		4		1	1	1		4	
100489	1	48	WASHINGTON	1	59	7		1	2				1	3	2		1	3			1	2	1	5		3	1	1		4		
100490	1	5	CALIFORNIA	2	81	2		1	2				1	1	1	1	1	1	1		1	2	1	3		3	1	1		4		
100491	1	31	NEW JERSEY	1	77	2		3	2				1	1	1	2	1	2		1	1	3	1	5		3	3	3	3		4	
100492	1	23	MICHIGAN	1	90	7		3	3				1	5	3	2					1	3	1	5		3	3	3	1		4	
100493	1	47	VIRGINIA	1	80	6		1	2				1	1	1	98	2				1	3	2		5		3	3	3	1	4	
100494	1	19	LOUISIANA	1	82	7		1	1				1	1	1	6	2				1	3	2		3		3	3	1		4	
100495	1	47	VIRGINIA	1	66	3		1	1				1	2	1	1	2				1	3	2		5		1	3	1		4	
100496	1	33	NEW YORK	2	1	1	1	3			2	3					2				1	3	2		3		3	1	3	3	4	
100497	1	33	NEW YORK	1	65	3		1	1				1	3	1	3	1	2		2	1	3	2		3		3	1	1		4	
100498	1	39	PENNSYLVANIA	1	92	10		1	3				1	10	1	10	2				1	1	1	5		3	3	1		4		
100499	1	39	PENNSYLVANIA	2		2		2	2				2		1	2	2				1	3	2		1		3	3	2		4	
100500	1	25	MISSISSIPPI	2	10			1	2				1	3	1	10	2				1	3	2		3		3	1	3	3	4	
100501	1	22	MASSACHUSETTS	1	53	3		1	2				1	3	1	3	1	1	2		1	2	1	5		1	1	1		4		
100502	1	18	KENTUCKY	1	75	2		2	2				1	1	2		2				1	2	1	3		3	3	1		4		
100503	1	36	OHIO	1	86	2		2	2				1	1	1	1	1	2			1	2	1	4		3	3	1		4		
100504	1	34	NORTH CAROLINA	1	62	5		1	1				1	3	2		1	2		2	1	3	1	4		1	1	1		4		
100505	1	18	KENTUCKY	1	63	2		1	2				1	1	2		1	2		2	1	2	1	3		3	3	3	1		4	
100506	1	45	UTAH	1	77	10		1	2				1	10	1	10	1	2		2	1	2	1	4		4	3	3	1		4	
100507	1	44	TEXAS	1	86	10		1	3				1	3	1	1	1	1	1		1	3	2		4		3	3	1		4	
100508	1	45	UTAH	1	87	8		1	2				1	1	2		1	2		2	1	3	2		3		1	1	1		4	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X2	Q215X1	Q215X2	Q225	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400	
100511	1	50	WISCONSIN	2	69	5			2	3			1	5	1	5	2				1	3	1	3			3	3	3	2	4	
100512	1	5	CALIFORNIA	1	86	10			1	1			1	10	1	98	2				1	3	1	5			1	1	1	2	4	
100514	1	5	CALIFORNIA	1	77	6			1	2			1	6	3		3				1	3	2				3	3	2		4	
100516	1	5	CALIFORNIA	2	54	1	1	2			1	3					2				1	2	1	3			3	3	3	1	4	
100518	1	5	CALIFORNIA	1	93	10			1	1			1	3	3		1	1	1		1	3	2			3	3	3	3	1	4	
100519	1	5	CALIFORNIA	1	70	3			2	3			2	1	3		1	1	1		1	2	1	5			3	3	2		4	
100520	1	47	VIRGINIA	1	76	7			1	1			1	5	2		1	1	1		1	2	2				3	1	3	2	2	
100521	1	47	VIRGINIA	1	64	10			1	1			1	5	1	2	1	2			2	1	3	2			3	1	3	3	4	
100522	1	21	MARYLAND	1	60	4			2	1			1	98	2		1	2			2	1	3	2			3	3	3	1	4	
100523	1	33	NEW YORK	1	77	5			2	2			2	3		2	2				1	3	2				3	2	1		4	
100524	1	36	OHIO	2	64	10			2	1			2	1	98		1	1	1		1	3	1	2			3	1	1		4	
100525	1	36	OHIO	2	75	3			1	2			3	2			1	2			2	1	3	2			3	1	3	1	4	
100527	1	33	NEW YORK	2	61	3			2	2			1	3	1	2	1	2			2	1	2	1	3			3	3	1	4	
100528	1	5	CALIFORNIA	2	59	5			1	1			2	3			1	2			1	3	1	3			3	1	3	1	4	
100529	1	12	HAWAII	1	67	1	2	2			2	2					2				1	3	1	1			2	3	3	1	4	
100530	1	33	NEW YORK	1	72	7			1	3			1	2	2		2				1	3	2				3	3	3	3	4	
100531	1	33	NEW YORK	1	71	10			1	2			1	10	1	10	1	2			1	3	2				3	3	3	3	4	
100532	1	5	CALIFORNIA	1	69	10			1	2			1	1	1	10	1	1	2		1	3	1	3			3	1	3	1	4	
100533	1	11	GEORGIA	2	65	10			1	1			1	10	1	10	2				1	1	2				3	3	1		4	
100534	1	50	WISCONSIN	1	79	6			1	1			2	2			2				1	3	1	5			3	3	1		4	
100535	1	22	MASSACHUSETTS	2	86	10			1	2			1	5	1	10	2				1	3	2				3	3	1		4	
100536	1	33	NEW YORK	1	65	10			1	2			1	3	1	3	2				1	3	1	4			3	3	1		4	
100537	1	30	NEW HAMPSHIRE	1	62	7			1	1			1	7	3		1	2			2	1	3	2			3	1	1		4	
100545	1	15	INDIANA	2	75	5			1	2			2	2			1	1	1		1	3	2				3	1	3	2	4	
100548	1	14	ILLINOIS	1	88	7			3	2			1	2	2		1	2			2	1	3	2			3	3	3	1	4	
100549	1	6	COLORADO	2	59	3			2	2			2	1	3	1	1	2			1	3	1	3			3	1	1		4	
100550	1	5	CALIFORNIA	2	82	9			3	1			1	9	1	9	1	1	1			1	3	1	5			3	3	1		4
100551	1	6	COLORADO	2	1	2	2				1	1					2				1	3	1	3			3	3	1		4	
100552	1	44	TEXAS	2	69	6			1	2			1	1	1	3	2				1	2	2				3	3	1		4	
100555	1	23	MICHIGAN	1	75	10			1	2			1	10	1	10	1	1	2			1	3	1	4			1	1	3	2	4
100556	1	5	CALIFORNIA	1	72	3			2	2			1	3	1	3	2				1	3	1	5			3	1	3	3	4	
100560	1	5	CALIFORNIA	1	88	2			1	2			1	1	1	1	2				1	1	2				5	3	1		4	
100564	1	14	ILLINOIS	2	82	5			1	2			1	98	1	5	1	2			2	1	3	2			3	3	1		4	
100565	1	48	WASHINGTON	1	77	8			1	2			1	98	3		2				1	3	2				3	1	3	1	4	
100566	1	14	ILLINOIS	2	77	10			1	3			1	6	2		2				1	3	1	3			3	3	1		4	
100568	1	5	CALIFORNIA	1	83	3			2	2			2	3			2				1	2	1	5			3	1	3	3	4	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X1	Q215X2	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100571	1	5	CALIFORNIA	1	76	10	1	1	1	1	1	1	1	10	1	98	1	2	2	1	3	2	4		3	3	1		4
100572	1	5	CALIFORNIA	1	56	1	1	2			1	2					1	2	4	1	3	1	4		1	1	1		4
100573	1	5	CALIFORNIA	1	84	10			1	2			1	10	2		2		1	3	2	5		3	1	1		4	
100574	1	5	CALIFORNIA	2	78	10			1	2			1	10	3		2		1	3	1	4		3	1	3	1	4	
100575	1	48	WASHINGTON	2	1	2	2				2	2					1	1	1	2	2	1		3	3	1		4	
100576	1	33	NEW YORK	1	69	5			2	2			2				1	2	2	1	3	1	5		3	1	1	4	
100577	1	22	MASSACHUSETTS	1	62	10			1	1			1	10	2		3		1	3	1	4		3	3	3	3	3	
100578	1	33	NEW YORK	1	10				1	1			1	10	1	3	1	2	1	1	1	5	1	3		1		4	
100579	1	13	IDAHO	1	68	3			1	2			1	2	2		1	2	1	3	1	5		1	1	1		4	
100580	1	22	MASSACHUSETTS	1	73	8			1	3			1	2	1	2	1	2	1	3	1	5		1	1	3	1	4	
100581	1	21	MARYLAND	1	81	6			1	2			1	1	1	6	2		1	2	1	5		3	1	1		4	
100582	1	5	CALIFORNIA	1	75	2			3	2			1	98	1	2	1	1	1	2	2	5		3	1	1		4	
100583	1	22	MASSACHUSETTS	1	7				1	1			1	5	1	1	1	2	4	1	1	1	3	2		1		4	
100584	1	22	MASSACHUSETTS	2	62	5			1	1			1	2	1	2	1	4	1	1	2	5	3	1		1		4	
100585	1	22	MASSACHUSETTS	2	60	10			1	2			1	10	2		2		1	1	2	3	3	3		1		4	
100586	1	34	NORTH CAROLINA	1	74	10			1	1			1	3	1	2	1	2	1	3	2	4		3	2	3	3	4	
100588	1	33	NEW YORK	1	68	9			1	1			2		1	2	3		1	3	1	5		1	1	3	1	4	
100589	1	48	WASHINGTON	1	83	3			1	2			2		2		1	2	1	3	2	3		3	3	3	1	4	
100590	1	36	OHIO	2	62	10			1	2			1	10	1	98	1	2	2	1	3	2		2	3	3	3	4	
100591	1	5	CALIFORNIA	2	78	7			3	1			1	3	2		1	2	2	1	3	5		3	1	3	2	4	
100592	1	13	IDAHO	2	75	6			1	3			1	2	1	3	2		1	3	2	1		3	3	1		4	
100593	1	34	NORTH CAROLINA	2	73	3			1	1			1	3	1	3	2		1	3	2	4		3	1	1		4	
100594	1	5	CALIFORNIA	2	4				1	1			1	4	1	4	2		1	3	1	4		1	1	1		4	
100595	1	24	MINNESOTA	1	76	10			1	2			1	8	1	1	1	2	1	3	1	5		3	1	3	3	4	
100596	1	17	KANSAS	1	83	4			1	3			1	1	1	1	1	2	1	3	1	2		1	1	1		4	
100597	1	33	NEW YORK	1	82	4			1	1			2		1	4	1	2	2	1	2	4		1	1	1		4	
100598	1	31	NEW JERSEY	1	84	1	2	2			1	1					3		1	3	1	3		3	1	1		4	
100599	1	6	COLORADO	2	80	4			2	2			2		1	2	2		1	3	1	4		3	3	3	3	4	
100600	1	33	NEW YORK	1	58	10			1	1			1	10	2		1	3		1	3	5		3	3	1		4	
100601	1	47	VIRGINIA	1	86	1	1	3			1	1					1	2	1	3	1	3		3	3	1		4	
100602	1	5	CALIFORNIA	1	50	10			1	3			1	10	2		1	1	1	1	1	4		3	1	3	3	4	
100605	1	24	MINNESOTA	2	57	10			1	2			1	10	3		1	1	1	2	2	3		1	1	3	1	4	
100607	1	19	LOUISIANA	1	82	6			1	2			1	1	3	3	3		1	3	1	3			2	2	3	4	
100613	1	5	CALIFORNIA	1	88	6			1	1			1	2	1	6	1	2	2	1	3	1	5		3	3	1	4	
100617	1	5	CALIFORNIA	2	81	6			2	2			2		1	6	1	2	1	3	1	5		3	1	1		4	
100624	1	6	COLORADO	1	61	2			1	2			1	2	1	2	1	2	2	1	3	4		1	1	1		4	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100625	1	6	COLORADO	2	82	10	1	1	1	1	1	1	1	1	1	1	1	1	2	2	1	3	2	4	4		3	3	1		4	
100628	1	12	HAWAII	2	73	4	1	1	1	1	1	1	1	2	3	3	3				1	3	2		4		1	1	3	3	4	
100629	1	31	NEW JERSEY	2	63	5	1	1	1	1	1	1	1	1	1	2	2				1	3	1	4		1	1	1	1	1	4	
100630	1	17	KANSAS	1	53	4	1	2	1	2	2	2	2	2	2	1	1	1	4	4	1	1	1	5	3	1			1		4	
100631	1	36	OHIO	1	75	10	2	3	2	3	1	1	1	1	1	2	1	1	2	1	1	3	1	4			3	3	1		4	
			DISTRICT OF COLUMBIA																													
100632	1	9	COLUMBIA	2	85	4	2	2	2	2	1	3	1	1	1	2	1	2			1	2	2	3			3	1	1	1	4	
100633	1	34	NORTH CAROLINA	1	92	9	2	2	2	2	2	2	2	1	9	1	1	1	1		1	2	1	4			3	1	1	1	4	
100634	1	39	PENNSYLVANIA	1	59	4	2	3	2	3	2	2	2	3	3	1	1	2	3	3	1	3	2	4			3	1	3	3	4	
100635	1	22	MASSACHUSETTS	1	65	6	1	1	1	1	1	1	1	6	1	6	1	1	2	1	1	2	1	4			1	1	1	1	4	
100636	1	31	NEW JERSEY	1	72	6	2	2	2	2	2	2	2	1	3	1	2	2			1	3	2	3			3	3	3	3	4	
100637	1	22	MASSACHUSETTS	1	83	9	1	1	1	1	1	1	1	1	9	1	9	1	2	4	1	3	2				3	3	3	3	4	
100638	1	23	MICHIGAN	1	91	5	1	2	1	2	1	1	1	98	2	2	2				1	3	2				3	3	3	2	4	
100639	1	33	NEW YORK	2	69	3	1	2	1	2	1	2	2	1	2	2	1	1	2		1	3	1	5			3	1	1	1	4	
100640	1	47	VIRGINIA	2	60	4	1	2	1	2	1	1	1	2	2	1	1	2	3	3	1	3	2				3	3	1	1	4	
100641	1	21	MARYLAND	2	64	10	1	1	1	1	1	1	1	1	10	2	1	1	2	3	1	1	2				5	3	3	1	3	4
100642	1	21	MARYLAND	1	89	3	1	2	1	2	1	2	2	1	1	1	2	2			1	3	2				2				4	4
100643	1	44	TEXAS	1	81	10	3	3	3	3	3	3	1	1	10	3	3				1	3	1	5			3	3	3	1	4	
100644	1	33	NEW YORK	1	86	4	2	2	2	2	2	1	1	1	1	98	2	2			1	3	1	3			3	3	3	2	4	
100645	1	1	ALABAMA	1	67	7	1	2	1	2	1	1	1	7	1	7	3	3			1	2	2				4	3	1	1	3	
100646	1	22	MASSACHUSETTS	1	82	4	1	3	1	3	1	1	2	2	2	1	1	1	2		1	3	2				3	3	3	1	4	
100648	1	33	NEW YORK	1	71	1	2	2			2	2					2				1	2	2				3	1	1	1	4	
100649	1	7	CONNECTICUT	1	57	2	1	3	1	3				1	2	1	2	1	1	1	1	3	2				3	1	1	3	3	4
100651	1	39	PENNSYLVANIA	2	55	1	2	2			2	1					1	2	3	3	1	2	1	4			3	1	1	1	4	
100652	1	36	OHIO	1	81	10	1	1	1	1	1	1	1	8	1	10	1	1	2	2	1	3	2				4	1	1	1	4	
100653	1	38	OREGON	2	70	4	2	2	2	2	2	2	1	4	1	2	1	1	2	2	1	2	1	4			4	1	1	1	4	
100654	1	39	PENNSYLVANIA	1	74	10	1	1	1	1	1	1	1	1	1	7	2	1	2	1	1	1	1	4			4	1	1	1	4	
100655	1	44	TEXAS	2	83	7	1	2	1	2	1	1	1	1	1	7	2	1	2		1	1	3				4	1	1	1	4	
100656	1	24	MINNESOTA	1	86	10	1	3	1	3	2	2	2	2	1	1	1	1	2		1	3	2				4	3	3	3	4	
100657	1	33	NEW YORK	2	76	6	1	2	1	2	1	1	1	3	2	2	1	1	1	1	1	3	1	1			4	3	3	3	4	
100658	1	44	TEXAS	1	76	10	2	2	2	2	2	2	2	2	2	2	1	2	2	2	1	2	2				4	3	3	3	1	4
100659	1	21	MARYLAND	1	70	10	1	2	1	2	1	1	1	1	10	2	1	1	1	1	1	3	2				4	3	3	1	1	4
100660	1	36	OHIO	1	87	1	2	3			1	2					1	2	2		1	3	2				4	3	3	3	3	4
100661	1	14	ILLINOIS	1	81	5	1	3	1	3				1	2	1	2	1	2	1	1	3	2				4	3	1	1	1	4
100662	1	22	MASSACHUSETTS	1	81	1	2	2			2	2					1	1	1	1	1	3	1	4			4	3	3	3	1	4
100663	1	18	KENTUCKY	1	79	2	1	2	1	2				1	2	2	2	2			1	2	2				5	3	1	1	1	4
100664	1	22	MASSACHUSETTS	1	84	8	2	2	2	2	2	2	2	2	1	8	1	2	2	1	1	2	1	4			3	1	1	1	1	4

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100665	1	44	TEXAS	1	66	3			1	2			1	2	1	1	1	1	2		1	3	2		5		3	1	1		4	
100666	1	4	ARKANSAS	1	76	5			2	1			1	3	1	5	1	1	1		1	3	2		3		3	3	3		4	
100667	1	33	NEW YORK	1	75	10			1	2			1	4	1	5	1	2	2		2	3	2		5		3	3	1		4	
100668	1	22	MASSACHUSETTS	2	65	10			1	3			1	10	1	98	1	2	4		4	3	2		3		3	3	3		4	
100669	1	31	NEW JERSEY	1	86	3			3	3			1	1	2		1	1	1		1	3	1	4		3	3	3	3		4	
100670	1	26	MISSOURI	1	84	5			1	2			2		2		2	2			1	2	2		3		3	1	1		4	
100671	1	37	OKLAHOMA	2	75	8			1	1			1	4	3		1	1	1		1	3	2		4		3	3	3		4	
100675	1	14	ILLINOIS	2	80	3			1	2			1	1	3		1	2	1		1	3	2		5		3	3	3		4	
100676	1	14	ILLINOIS	1	82	10			1	2			1	10	3		1	2	2		2	3	2		1		2	3	1		4	
100677	1	43	TENNESSEE	1	74	3			1	1			1	2	2		1	1	2		1	3	1	5		3	1	1			4	
100678	1	43	TENNESSEE	1	82	1	2	2			2	3					2					1	3	1				3	3	3		4
100679	1	39	PENNSYLVANIA	1	68	2			1	1			1	2	3		1	1	3			1	2	1				2	2	1		4
100680	1	33	NEW YORK	1	54	5			1	1			1	5	1	5	1	2		3	1	1	1	1						1		4
100681	1	11	GEORGIA	1	80	3			2	2			2		1	3	2				1	2	1	1								4
100682	1	33	NEW YORK	2	99	10			3	3			2		2		1	2	2		2	3	2		5		3	1	3	1		4
100683	1	33	NEW YORK	1	72	2			1	3			1	1	3		2					1	3	1	4							4
100684	1	21	MARYLAND	2	88	2			1	2			3		1	2	1	1	1		1	3	1	1								4
100685	1	33	NEW YORK	1	81	10			1	3			1	2	2		2				1	3	1	4								4
100686	1	33	NEW YORK	2	71	10			1	2			1	1	1	5	1	1	4		1	2	2		4							4
100687	1	36	OHIO	1	40	1	1	1			1	2					1	2		2	1	1	1	2		3	3					4
100688	1	47	VIRGINIA	1	62	3			1	1			1	3	2		1	2		3	1	3	2		3			3	1	1		4
100689	1	5	CALIFORNIA	2	84	2			1	2			1	2	3		1	1	1			2	2		5			3	1	1		4
100690	1	47	VIRGINIA	1	82	3			1	2			1	1	2		2					1	2	3				3	3	1		4
100692	1	36	OHIO	1	80	1	2	2			2	2					1	2		1	1	2	1	5				3	3	2		4
100693	1	23	MICHIGAN	1	99	4			1	2			2		2		2				1	2	1	5				3	3	1		4
100694	1	34	NORTH CAROLINA	1	73	5			1	2			1	1	2		2				1	3	2		3			3	3	1		4
100695	1	22	MASSACHUSETTS	1	79	6			1	1			2		1	1	1	1	2			1	2		4		3	1				4
100696	1	43	TENNESSEE	1	85	2			1	2			1	1	2		1	1	1		1	2	1	1				3	3	1		4
100697	1	1	ALABAMA	1	48	10			1	1			1	10	1	10	1	2		2	1	3	2		4			3	1	1		4
100698	1	21	MARYLAND	1	80	10			1	3			1	10	1	10	1	2		2	1	3	2		3			3	1	1		4
100699	1	22	MASSACHUSETTS	2	73	7			1	1			1	6	2		2					2	2		3		3	3				4
100700	1	31	NEW JERSEY	1	78	10			1	2			1	4	2		1	1	3			1	2					3	3	2		4
100723	1	48	WASHINGTON	2	68	10			1	1			1	10	1	10	2					1	3	1	5			2	2	3		4
100724	1	33	NEW YORK	1	78	10			1	1			1	10	1	10	1	1	1			1	1	4			2	1				4
100726	1	24	MINNESOTA	1	63	4			1	1			1	1	2		1	2		2	1	3	2		3			3	1	1		4
100727	1	26	MISSOURI	1	80	7			1	2			1	7	1	7	2					1	2	1	3			2	1	3		4

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100730	1	39	PENNSYLVANIA	1	79	10			1	3			1	2	1	1	3				1	3	1	3				3	3	1	4	
100731	1	33	NEW YORK	1	92	10			1	1			1	2	1	10	1	2		2		1	2	2		2		3	1	1	4	
100732	1	15	INDIANA	1	67	3			2	2			2				2				1	3	1	3				3	1	1	4	
100733	1	31	NEW JERSEY	1	74	2			2	2			1	2	1	2	2			1	1	2	2		3		3	3	1	2	2	
100734	1	18	KENTUCKY	1	73	7			1	1			1	2	1	1	1	2		2		1	3	2		4		1	1	1	4	
100735	1	27	MONTANA	1	57	4			1	3			1	1	2		1	1	3		1	3	2		4		1	1	1	1	2	
100737	1	36	OHIO	1	76	3			1	2			1	3	2	1	1	1	1		1	2	2		5		3	1	1	1	2	
100738	1	7	CONNECTICUT	1	76	4			1	3			1	4	2	2	2				1	2	1	3		5		3	1	3	1	2
100739	1	7	CONNECTICUT	1	79	2			3	2			2		3		2		2		1	1	3	2		5		3	3	3	1	4
100740	1	14	ILLINOIS	1	75	1	3	3			2	1					2		1	1	1	1	1	1	3		3	1	1	1	4	
100742	1	14	ILLINOIS	2	70	3			1	2			1	3	1	1	1	1	1			1	3	2		3		3	1	1	1	4
100746	1	7	CONNECTICUT	1	55	4			1	1			1	1	2		1	2		2		1	1	1	5		3	1	1	1	1	4
100747	1	7	CONNECTICUT	1		10			1	1			1	10	2		2				1	1	1	1	4		3	3			1	3
100749	1	33	NEW YORK	2	69	1	1	2			1	2					3					1	2	5		3		3	1	3	1	4
100750	1	17	KANSAS	1	79	2			1	2			1	2	1	2	2				1	2	1	5			1	1	1	2	1	4
100751	1	8	DELAWARE	2	69	3			1	2			1	1	1	3	2				1	2	1	5			3	3	1	1	1	4
100752	1	24	MINNESOTA	1	44	6			1	1			1	4	1	4	1	1	3			1	1	4		3		3	1	1	1	4
100753	1	5	CALIFORNIA	1	73	10			3	2			1	5	2		2					1	3	2		4		3	3	1	1	4
100755	1	22	MASSACHUSETTS	2	52	1	1	2			1	3					1	2			2	1	3	3				3	1	1	1	4
100756	1	43	TENNESSEE	1	74	8			1	3			1	4	2	1	1	2			2	1	3	2		5		3	1	3	2	4
100785	1	33	NEW YORK	1	74	2			3	2			2		2		1	2			1	2	1	3			3	3	3	1	1	4
100786	1	34	NORTH CAROLINA	1	76	6			2	2			1	3	2		1	1	1			1	3	1	5		3	1	1	1	1	4
100787	1	10	FLORIDA	1	91	10			1	3			1	10	1	10	1	2			1	1	3	2		5		3	1	1	1	4
100788	1	21	MARYLAND	1	72	5			1	1			1	99	1	1	2					1	3	2		3		3	3	3	1	4
100791	1	20	MAINE	1	84	1	3	3			1	1					1	1				1	3	2		5		3	1	1	1	4
100795	1	31	NEW JERSEY	1	70	10			1	3			1	1	2		1	1				1	2	2		1		3	2	1	1	4
100796	1	33	NEW YORK	1	99	1	3	3			2	2					2				1	3	1	2		1		3	3	3	3	4
100797	1	23	MICHIGAN	1	82	10			1	2			2		1	10	2					1	3	1	3			3	3	3	1	4
100798	1	47	VIRGINIA	1	70	10			1	3			1	2	1	1	1	2			1	1	3	1	3		3	3	1	1	1	4
100800	1	33	NEW YORK	1	66	3			2	1			1	98	1	3	2					1	2	1	1		3	1	1	1	1	2
100801	1	15	INDIANA	1	78	1	1	2			2	1					1	1				1	2	1	4		3	1	1	1	1	4
100803	1	22	MASSACHUSETTS	1	69	2			2	2			2		2		1	2			1	2	1	4			3	3	1	1	1	4
100804	1	33	NEW YORK	1	99	3			1	2			1	3	2	3	3					1	3	1	5		3	3	3	1	1	4
100805	1	51	WYOMING	1	79	10			1	2			1	2	3	1	1	2				1	3	2		4		1	1	1	1	4
100807	1	10	FLORIDA	2	78	5			2	2			2		1	2	2					1	2	2		3		3	3	3	2	4
100808	1	39	PENNSYLVANIA	2	51	1	1	2			1	3					2					1	3	1	3			3	3	1	1	4

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100809	1	5	CALIFORNIA	1	78	6			1	3			1	4	1	1	1	1	2	1	1	3	2		5			3	1	3	1	4	
100810	1	33	NEW YORK	2	76	1	2	2			2	2					1	1	2	1	1	2	1	4			3	3	1		4		
100811	1	50	WISCONSIN	1	89	1	3	3			2	1					1	1	1	1	1	2	1	1			3	3	3	1	4		
100812	1	11	GEORGIA	1	65	5			1	1			1	5	2		1	1	2	1	1	3	1	3			2	2	2	3	1	4	
100813	1	33	NEW YORK	1	82	3			1	3			1	3	1	3	1	3	2	2	1	3	2		5			1	3	1		4	
100814	1	5	CALIFORNIA	2	99	5			1	2			1	5	1	5	2					1	3	1	3			3	3	1		4	
100821	1	7	CONNECTICUT	1	86	10			1	3			1	9	1	5	1	1	2		1	3	2		3			3	1	1		4	
100846	1	21	MARYLAND	1	84	5			1	3			1	3	1	5	2				1	2	2		5			3	3	2		4	
100848	1	19	LOUISIANA	1	84	2			3	3			2		3		1	2	2	2	1	3	1	4			3	3	3	3		4	
100850	1	51	WYOMING	1	79	10			1	1			1	5	1	4	1	1	3	3	1	3	2		2			3	3	1		4	
100851	1	47	VIRGINIA	1	59	2			2	2			2		1	2	1	2	2	3	1	2	2		5			3	3	1		4	
100852	1	3	ARIZONA	1	76	8			1	1			1	6	2		1	2	2	1	1	1	1	4		3	1			1		4	
100853	1	15	INDIANA	1	61	5			1	3			1	1	2		1	2	1		1	3	1	3				3	3	1		4	
100857	1	33	NEW YORK	1	83	6			2	2			1	6	1	6	2				1	3	2		5			1	1	1		4	
100862	1	7	CONNECTICUT	2	59	2			1	2			1	1	2		1	2	2	2	1	3	1	3				3	1	3	1		4
100863	1	31	NEW JERSEY	1	79	10			1	3			1	6	1	10	1	1	2		1	2	2		4			3	1	1		4	
100864	1	31	NEW JERSEY	1	75	6			3	3			1	1	1	6	1	1	2		1	3	1	5				3	1	1		4	
100866	1	2	ALASKA	1	69	10			1	1			1	5	1	2	1	2	2	1	1	2	1	1				2	3	1		4	
100867	1	10	FLORIDA	1	57	7			1	1			3		1	1	1	1	3		1	1	2		5	3	1			3	3		4
100869	1	36	OHIO	1	71	7			1	1			1	6	1	5	2				1	3	2		3			3	3	1		4	
100870	1	22	MASSACHUSETTS	1	85	4			1	3			2		1	4	1	2		1	1	3	2		5			3	3	3	1		4
100871	1	33	NEW YORK	1	89	8			1	2			1	4	2		1	2	2	2	1	2	2		3			3	2	2		4	
100873	1	49	WEST VIRGINIA	1	71	4			1	3			1	1	2	1	1	1	1		1	3	1	4				3	1	3	2		4
100874	1	7	CONNECTICUT	2	79	10			1	2			1	3	1	4	1	1	2		1	3	1	2				3	3	2		4	
100875	1	36	OHIO	1	59	2			1	2			1	2	1	2	1	2		3	1	1	2		5	3	3			1		4	
100876	1	33	NEW YORK	1	75	10			3	3			1	1	2		1	2		1	1	3	2		5			3	3	3	3		4
100879	1	21	MARYLAND	2	69	3			1	2			1	2	2		1	1	1		1	3	1	5				3	3	3	3		4
100886	1	39	PENNSYLVANIA	1	87	10			1	3			2		1	10	1	1	1		1	2	2		5			3	1	3	1		4
100887	1	22	MASSACHUSETTS	2	63	10			1	3			1	10	3		1	2		3	1	1	1	5		3	3			1		4	
100895	1	33	NEW YORK	1	89	10			2	3			2		1	6	2				1	3	1	2				3	1	1		4	
100896	1	33	NEW YORK	2	77	4			1	3			1	4	2		2				1	3	2		4			3	3	3	1		4
100898	1	50	WISCONSIN	1	81	10			1	2			1	4	2		1	1	1		1	2	2		4			3	3	3	2		4
100899	1	31	NEW MEXICO	1	88	10			3	3			1	10	2		1	1	1		1	1	2		5	3	3			1		4	
100909	1	33	NEW YORK	1	71	1	2	2			2	1					1	1	2		1	3	2		4			3	1	1		4	
100911	1	33	NEW YORK	1	82	10			1	2			1	98	3		1	1	2		1	3	2		3			3	3	1		4	
13	2	5	CALIFORNIA	2	74	2			1	1			1	2	2		2				1	2	1	1				2	3	1		4	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
21	2	33	NEW YORK	1	1	1	1	2			1	3					1	2		1	1	3	2	4			3	1	3	2	4	
22	2	44	TEXAS	1	40	1	3	3			1	2					1	2		1	1	3	1	3			3	3	3	3	4	
23	2	23	MICHIGAN	1	66	10			1	2							4	1	2	4	1	3	2			3	3	3	1		4	
26	2	5	CALIFORNIA	2	49	10			1	1							1	3		1	1	2	2			4	3	3		1	4	
28	2	31	NEW JERSEY	1	65	5			1	1							1	2		1	1	3	1	3			2	2	3	3	4	
34	2	33	NEW YORK	1	2				1	1							2			3	1	2	2				3	3	1		4	
36	2	5	CALIFORNIA	1	68	7			1	2							2					1	5				3	1	3	3	4	
38	2	23	MICHIGAN	2	60	10			1	1							1	1				2	2			3	3		3	1	4	
39	2	33	NEW YORK	1	72	3			1	1							1	2				1	1	5			1	3		1	4	
40	2	23	MICHIGAN	1	62	8			1	2							1	2		2	1	1	1	5			3	1	3	3	4	
41	2	15	INDIANA	1	64	10			1	1							1	2		2	1	1	2			3	3		1		4	
42	2	18	KENTUCKY	1	59	10			1	3							1	1		1	1	3	2			5		3	1		4	
51	2	16	IOWA	1	65	1	1	2			1	1					1	2				1	3	2			3	3	1		4	
58	2	20	MAINE	2	52	9			1	1							1	2				1	3	2			3	3	3	1	4	
61	2	25	MISSISSIPPI	1	60	4			3	3							1	2				1	3	1			1	3	3	3	4	
64	2	22	MASSACHUSETTS	1	67	9			1	2							1	3				1	3	1			3	3	3	3	4	
65	2	21	MARYLAND	1	79	4			1	1							1	2		3	1	1	2			5	3	1		3	4	
66	2	5	CALIFORNIA	2	66	5			1	2							1	1				1	3	1			1	1	1		4	
67	2	6	COLORADO	2	99	5			1	3							1	5				1	3	2			3	1	1		4	
68	2	31	NEW JERSEY	1	79	5			1	1							1	1				1	2	1			3	3	1		4	
69	2	6	COLORADO	1	73	10			1	1							1	2		2	1	1	2			5	3	1		1	4	
71	2	14	ILLINOIS	1	71	8			1	3							1	3				1	3	1			3	1	1		4	
74	2	3	ARIZONA	1	72	10			1	2							1	1				1	2	1			3	1	3	3	4	
76	2	11	GEORGIA	1	71	2			2	1							1	2				1	1	5			3	3		1	4	
84	2	3	ARIZONA	1	42	2			1	2							1	1		2		1	3	2			3	1	1		4	
85	2	14	ILLINOIS	2	7				1	1							1	2		1	1	2	1	3			3	1	3	2	4	
87	2	33	NEW YORK	2	9				1	2							1	2		2	1	3	2			2	3	3	1		4	
90	2	39	PENNSYLVANIA	1	64	4			1	1							1	1				1	3	2			1	1	1		4	
92	2	38	OREGON	1	80	10			1	1							1	1				1	3	1			1	1	1		4	
93	2	44	TEXAS	1	62	5			1	1							1	3		1	1	1	1	5			1	1	1		4	
94	2	23	MICHIGAN	1	74	10			1	1							1	2				2	2				2	3		1		4
95	2	24	MINNESOTA	1	62	2			1	1							1	2		2	1	1	3	2			1	1	3	1	4	
99	2	14	ILLINOIS	1	68	10			1	1							1	1				1	3	1			4		3	3	1	4
100	2	47	VIRGINIA	2	3				1	1							1	2		2	1	3	1	4			3	1	1		4	
101	2	5	CALIFORNIA	2	10				1	1							1	2		1	1	3	2			4		1	1	1		4
102	2	44	TEXAS	1	62	4			1	2							1	1		1	1	3	1	4			1	1	1	1		4

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Case ID	Tip e	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X2	Q215X1	Q215X2	Q225	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
103	2	71	5	1	1	1	1	1	1	1	1	5	1	98	2				1	3	1	4			1	1	3	3	4
106	2	44	9	2	1	1	2	1	1	1	2	1	1	9	1	2		2	1	3	1	3			1	1	3	2	4
107	2	73	8	1	1	1	1	1	1	1	1	6	1	98	1	1	1		1	3	2			3	3	3	1		4
108	2	57	5	1	1	1	1	1	1	1	1	3	1	3	2			2	1	2	2			4	1	1	2		4
110	2	33	9	1	1	1	1	1	1	1	1	4	1	9	1	2		2	1	3	1	3			3	3	3	1	4
111	2	6	10	1	1	1	1	1	1	1	1	10	1	8	1	1	2		1	3	1	1			2	2	1		4
113	2	18	1	1	1	2			1	2					1	2		2	1	3	2			3	3	3	1		4
114	2	24	10	1	1	1	2	1	2		1	10	2		2			1	3	2	2			4	3	1	3	2	4
116	2	39	5	1	1	1	1	1	1	1	1	1	1	1	1	2		3	1	3	2			2	2	2	1		4
117	2	33	9	1	1	1	1	1	1	1	1	8	1	98	1	2			1	3	1	3			3	3	3	1	4
120	2	50	6	1	1	1	1	1	1	1	1	6	3		1	1	1		1	3	1	4			3	1	3	2	4
122	2	24	10	1	1	1	1	1	1	1	1	7	3		3			1	2	2	2			1	2	2	1		4
123	2	1	10	1	1	1	1	1	1	1	1	5	1	5	1	2		4	1	1	1	5		1	1		1		4
124	2	3	3	1	1	1	1	1	1	1	1	1	2		1	2			1	3	2			3	3	2	1		4
125	2	48	10	1	1	1	1	1	1	1	1	5	1	10	1	2		4	1	3	1	4			1	1	1		4
127	2	33	10	1	1	1	1	1	1	1	1	10	2		1	3			1	1	2			2	3	3	1		4
128	2	6	1	2	2				2	1					2				1	2	1	4			3	3	1		4
130	2	10	7	1	1	1	1	1	1	1	3	1	7	3					1	3	2			1	2	3	1		4
131	2	40	5	1	1	1	1	1	1	1	1	5	1	5	1	2			1	3	2			1	3	3	3		4
134	2	50	9	1	1	1	1	1	1	1	1	8	1	9	1	2			1	2	1	3			3	3	1		4
137	2	36	3	1	1	1	1	1	1	1	1	3	3		1	2		2	1	3	1	4			3	3	3	1	4
139	2	44	10	1	1	1	1	1	1	1	1	10	1	10	1	2			1	1	2			3	3	3	1		4
141	2	10	7	1	1	1	1	1	1	1	1	3	1	98	2				1	3	1	5			1	1	1		4
143	2	5	10	1	1	1	1	1	1	1	1	98	1	10	1	2		1	1	3	2			2	2	3	1		4
145	2	14	1	1	2				1	3					2				1	2	2			4	3	3	1		4
148	2	10	10	1	1	1	1	1	1	1	1	10	1	1	2				1	3	2			3	3	1			4
149	2	33	6	1	1	1	1	1	1	1	1	6	1	5	1	2		2	1	1	1	3			3	3	1		4
150	2	22	7	1	1	1	1	1	1	1	1	2	1	4	2				1	3	1	4			3	3	3		4
153	2	21	2	1	1	1	1	1	1	1	1	2	1	2	1	2			1	3	2			5	1	1	1		2
154	2	44	10	1	1	1	1	1	1	1	1	5	1	4	1	2		3	1	1	1	4			3	3	2		4
157	2	5	10	1	1	1	1	1	1	1	1	3	1	10	1	2			1	3	1	5			1	1	3	3	4
159	2	22	10	1	1	1	1	1	1	1	1	10	1	1	1	4			1	3	2			4	3	1	1		4
162	2	4	3	1	1	1	1	1	1	1	1	1	1	2	1	2		2	1	3	2			4	3	1	1		4
164	2	3	7	3	2				1	4	2				2				1	3	1	3			3	3	1		4
168	2	11	4	1	1	1	1	1	1	2	2	1	4	2	2				1	2	1	5			1	1	3	2	4
170	2	5	6	2	2				3	1	6				2				1	2	2			3	1	1	1		4

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Case ID	Tip e	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X1	Q215X2	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
172	2	34	NORTH CAROLINA	1	66	10	1	1	1	10	2	1	10	2	1	2	1	3	1	2			2	2	1		4
173	2	44	TEXAS	1	71	10	1	3	3	10	1	10	1	3	2			1	3	2	4		1	1	3	3	4
174	2	21	MARYLAND	2	4		1	2	2	4	1	4	1	4	1	2	2	3	2	3			3	3	1		4
177	2	11	GEORGIA	1	60	10	1	1	1	10	1	6	1	6	1	2	1	3	1	5			1	1	3	2	4
179	2	5	CALIFORNIA	2	81	1	1	2	2	1				2	2			1	2	5			1	1	1		4
180	2	30	NEW HAMPSHIRE	2	69	9	1	3		9	1	98	2		2			3	2	4			3	1	1		4
181	2	31	NEW JERSEY	1	57	5	1	1	1	5	2				1	1	1	3	2	5			1	1	1		4
183	2	10	FLORIDA	1	65	1	1	2	1	2					1	2	1	1	4		3	3			1		4
185	2	50	WISCONSIN	2	73	2	1	1	1	1	1	1	1	1	1	2	2	1	5				3	1	1		4
188	2	5	CALIFORNIA	2	1	1	1	1	1	1					2			1	3	4			1	1	1		4
190	2	44	TEXAS	1	76	9	1	3		9	2				2			1	2	3			3	3	2		4
191	2	22	MASSACHUSETTS	1	76	6	1	2		6	1	6	1	6	1	2	1	3	2	3			3	1	1		4
192	2	23	MICHIGAN	1	46	5	1	3	1	5	1	4	1	4	1	4	1	1	1	5		3			3	1	4
195	2	6	COLORADO	2	71	4	1	1	1	3	1	4	1	4	1	2	1	3	1				1	1	3		4
196	2	21	MARYLAND	1	5		1	2		5	1	2	1	2	1	2		2	4				3	3			4
197	2	5	CALIFORNIA	2	57	1	1	2	1	2					1	2	1	3	2	4			3	3	3		4
200	2	33	NEW YORK	1	68	2	2	2		1	1	2	1	2	1	2	1	3	1	4			3	1	3	2	4
201	2	7	CONNECTICUT	1	1	1	2		1	1					2			2	2	1			2	3	1		4
202	2	5	CALIFORNIA	1	10		1	1		10	2	1	10	2	1	1	1	1	2	4		3			3	3	4
203	2	5	CALIFORNIA	2	68	4	1	2		2		1	4	1	2	2	1	3	2	1			2	3	1		4
205	2	5	CALIFORNIA	1	78	10	1	1	1	2		2			1	2	1	3	1	3			3	3	3		4
206	2	39	PENNSYLVANIA	1	60	5	1	3	1	5	1	1	1	1	1	2	4	1	5			3			3	3	4
208	2	33	NEW YORK	2	68	2	1	3		1	2	3	2		2			2	2	4			3	3	3		4
209	2	33	NEW YORK	1	66	10	1	3	1	4	1	10	1	10	1	3		3	2	4			1	3	1		4
211	2	39	PENNSYLVANIA	1	79	10	1	2		10	1	1	1	1	1	2	1	3	2	4			1	1	1		4
213	2	22	MASSACHUSETTS	1	68	6	1	3	1	1	2				1	2	2	1	5				3	1	1		4
215	2	10	FLORIDA	2	76	10	1	1	1	10	1	5	1	5	1	2	1	3	1	2		3			1		4
216	2	44	TEXAS	1	76	3	2	2		2		2			1	2	2	1	3			3			3	3	4
218	2	44	TEXAS	1	66	10	1	1		10	1	10	1	10	1	2	4	1	2	4		4	1			2	4
221	2	1	ALABAMA	2	10		1	1		1	7	1	4	1	1	2		3	1	2			2	3	3		4
224	2	14	ILLINOIS	1	76	2	3	3		2	3				1	2	2	1	3	3			3	3	3		4
231	2	43	TENNESSEE	1	45	10	1	1	1	10	1	10	1	10	1	2	1	3	2			1			1		2
233	2	44	TEXAS	1	83	10	1	2		10	1	10	2		2		1	3	2	5			1	3	3	2	4
234	2	47	VIRGINIA	1	49	3	1	1	1	3	2				1	3	1	3	1	5			3	1	3	3	4
235	2	23	MICHIGAN	2	74	10	1	2		7	1	98	2		2		1	3	2	5			3	1	1		4
237	2	34	NORTH CAROLINA	1	10		1	2		8	1	10	1	10	1	2	4	1	3	1			3	3	1		4

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Case ID	Tip e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400	
238	2	41	SOUTH CAROLINA	1	42	6			1	3			1	5	2		1	4			1	3	2		3			2	2	3	3	4	
240	2	33	NEW YORK	2	45	2			1	2			1	2	2		3				1	2	2		4			3	3	3	1	4	
243	2	36	OHIO	1	57	10			1	1			1	4	1		6	2			2	1	1	4		3	3				3	1	4
245	2	33	NEW YORK	2	4				1	2			1	4	1		4	2			2	1	3	2		1		2	3	1		4	
246	2	31	NEW JERSEY	2	60	10			1	1			1	10	1		2	1	4		1	1	1	5		3	3				1	4	
247	2	15	INDIANA	2	2				1	2			1	2	2		2				1	3	1	1				3	2	3	3	4	
248	2	14	ILLINOIS	1	54	1	2	2			1	1					1	2			1	3	2		4			3	1	1		4	
251	2	33	NEW YORK	1	71	10			1	1			1	10	2		3				1	3	1	5				3	3	3	3	4	
257	2	34	NORTH CAROLINA	2	5				1	2			1	2	1		5				1	3	2		5			3	1	1		4	
260	2	39	PENNSYLVANIA	1	62	2			3	2			1	2	1		2				1	3	1	5				1	1	3	3	4	
262	2	14	ILLINOIS	1	53	7			1	3			1	1	3		1	2			2	1	3	2		2		2	1	1		4	
264	2	5	CALIFORNIA	1	59	1	1	2			1	3					3				1	3	1	5				1	1	1		4	
267	2	36	OHIO	1	72	8			1	1			1	8	1		4	2			1	3	2		1			2	2	1		4	
268	2	5	CALIFORNIA	2	65	8			1	1			1	8	1		8	2			1	3	2		2			3	3	1		4	
269	2	39	PENNSYLVANIA	2	7				1	1			1	7	1		5	3			1	3	1	1				2	3	3	3	2	
100701	3	18	KENTUCKY	1	64	2			1	2			1	2	1		2				1	2	1	1				3	1	2		4	
100702	3	22	MASSACHUSETTS	1	57	7			1	1			1	7	1		2	1	2		1	3	1	3				3	1	3	1	4	
100703	3	33	NEW YORK	2	99	2			1	1			1	2	1		2				1	3	1	2				2	2	1		4	
100704	3	7	CONNECTICUT	2	9				1	1			2				1	2			2	1	1	2		3	3	1			1	4	
100705	3	33	NEW YORK	1	99	10			1	1			1	10	1		8	1	3		1	1	1	5				3	1	1		4	
100706	3	41	SOUTH CAROLINA	1	61	5			1	2			1	3	1		5	1	1		1	3	1	4				1	1	1		4	
100707	3	5	CALIFORNIA	1	54	7			1	1			1	2	1		7	1	2		1	3	1	5				3	1	1		4	
100708	3	14	ILLINOIS	2	72	10			1	2			1	3	1		10	1	1		3	1	1	5				3	1	1		4	
100709	3	33	NEW YORK	1	64	10			1	1			1	10	1		10	1	2		3	1	1	4		3	3				3	3	4
100711	3	47	VIRGINIA	1	42	10			1	1			1	7	1		10	1	2		3	1	1	2		4	3			2		4	
100712	3	26	MISSOURI	2	50	4			1	1			1	4	1		4	2			1	1	2		4	3	3			1		4	
100713	3	21	MARYLAND	2	9				1	2			1	3	1		9	1	3		1	1	2		3	3	3			1		4	
100714	3	31	NEW JERSEY	2	59	7			1	1			1	7	1		7	1	2		2	1	3	2				2	2	3	1	4	
100715	3	22	MASSACHUSETTS	2	51	2			1	2			2				2				1	2	2		4			3	1	1		4	
100716	3	26	MISSOURI	2	53	2			1	1			1	2	1		2	1	3		1	1	2		4	3	3			3	1	4	
100717	3	5	CALIFORNIA	1	73	10			1	1			2				10	1	2		3	1	2		5			3	1	1		4	
100718	3	5	CALIFORNIA	2	87	4			1	1			1	4	1		1	1	2		3	1	2	1				2	3	1		4	
100719	3	5	CALIFORNIA	2	65	5			1	1			1	3	1		3	2			1	3	1	2				3	1	1		4	
100720	3	27	MONTANA	1	49	1	1	1			1	1					1	1	2			1	2		5	3	1			1		2	
100721	3	5	CALIFORNIA	2	50	10			1	2			1	4	2		1	2			2	1	3	2				1	1	1		4	
100722	3	6	COLORADO	1	60	4			1	1			1	4	1		3	1	2		2	1	3	2				1	1	3	1	2	

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X2	Q215X1	Q215CELL	Q240	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100725	3	19	LOUISIANA	1	55	7	1	2	1	2	1	7	1	7	1	7	2				2	2	1			3	3	1		4
100728	3	27	MONTANA	2	42	1	1	2			2	1					1		2	1	2	2	4			3	3	1		4
100729	3	3	ARIZONA	1	42	2			1	2		2	3				1		3	1	2	2	4			3	3	3	1	4
100743	3	3	ARIZONA	1	52	1	1	3			1	1					1		4	1	1	2	5	3	3			1		4
100745	3	43	TENNESSEE	2	56	2			1	1		2	1	2	1	98	1		2	2	1	3				3	3	1		4
100754	3	48	WASHINGTON	2		5			1	2		1	5	1	5	2					3	2	4			3	3	3	3	4
100757	3	6	COLORADO	1	65	10			1	1		1	10	1	10	2					3	2	5			1	1	1		4
100758	3	33	NEW YORK	2	81	3			2	2		2					1		1	1	3	2	5			1	1	1		4
100760	3	33	NEW YORK	1	69	5			1	2		1	2	1	2	1			1	1	3	2	2			1	1	1		4
100761	3	33	NEW YORK	2	90	10			3	1		1	5	3	2				1	1	3	2	4			1	1	3	1	4
100762	3	39	PENNSYLVANIA	2	80	2			1	1		1	2	1	2	2					3	2	3			3	1	1		4
100763	3	34	NORTH CAROLINA	1	82	3			1	1		1	3	1	3	2					3	2	3			3	3	3	2	4
100764	3	33	NEW YORK	1	76	5			1	2		1	3	1	1	1		2	2	1	2	1	3			1	1	3	1	4
100765	3	40	RHODE ISLAND	1	71	8			1	1		1	5	1	4	1		2	1	2	1	4				3	1	2		4
100766	3	44	TEXAS	1	89	10			1	1		2					1		2	1	1	2	2	3				1		4
100767	3	24	MINNESOTA	1	53	10			1	2		1	10	2					1	2	2	2	5			1	1	1		4
100768	3	39	PENNSYLVANIA	1	48	9			1	1		1	8	2					2	2	3	1	4			3	3	3	3	4
100769	3	11	GEORGIA	1	65	5			1	1		1	3	1	5	1		2	1	2	3	2	3			3	3	3	3	4
100770	3	33	NEW YORK	1	61	8			1	1		1	99	1	3	2					3	1	3			3	3	1		4
100772	3	39	PENNSYLVANIA	1	74	8			1	2		1	8	1	8	1		2	1	2	3	2	3			3	3	1		4
100773	3	20	MAINE	2	70	3			1	2		1	1	1	2	2					2	2	1			1	1	1		4
100775	3	36	OHIO	1	55	2			1	2		1	2	1	2	1		2	2	1	3	1	2			2	3	3	1	4
100778	3	50	WISCONSIN	1	75	9			1	1		1	6	1	9	1		1	1	2	3	2	3			3	1	1		4
100779	3	14	ILLINOIS	1	60	2			1	1		1	1	2							5	1	5			1	1	1		4
100780	3	34	NORTH CAROLINA	1	75	10			1	1		1	10	1	10	1		1	1	2	1	2	3	3			2	3	1	4
100781	3	3	ARIZONA	2	47	1	1	1			1	1									2	2	3			2	1	1		4
100782	3	5	CALIFORNIA	2	65	4			1	2		2									3	1	1			2	3	3	1	4
100783	3	5	CALIFORNIA	2	77	5			1	2		1	2	1	5	2					2	2	5			1	1	1		4
100784	3	47	VIRGINIA	2	62	10			1	1		1	10	1	10	1		4	1	2	2	2	1			2	2	1		4
100790	3	33	NEW YORK	1	74	10			1	1		1	10	1	10	1		1	2	1	2	1	4	3			3	3	1	4
100792	3	1	ALABAMA	1	79	7			1	2		1	6	1	6	1		1	2	2	2	3	3			3	3	1		4
100793	3	5	CALIFORNIA	2	71	3			1	2		1	1	1	3	1		1	2	1	3	1	4			3	3	1		4
100794	3	5	CALIFORNIA	1	50	1	1	2			2	2									3	2	4			3	1	1		4
100806	3	7	CONNECTICUT	2	50	3			1	1		1	3	1	3	1		1	3	1	3	2	4			3	1	1		4
100815	3	6	COLORADO	1	65	3			1	2		1	3	1	3	2					3	1	5			1	3	1		4
100816	3	24	MINNESOTA	1	70	7			1	2		1	2	1	7	1		1	2	1	3	1	4			3	1	1		4

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Case ID	TIP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215X2	Q215X1	Q215CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100817	3	5	CALIFORNIA	1	56	3			1	2			1	1	1	1	3			2		5			3	3	3	1	4
100818	3	38	OREGON	2	59	5			1	1			1	3	1	3	1	2			2		4			1	1	1	4
100819	3	44	TEXAS	1	79	10			1	1			1	10	1	10	2			1	4		3	3				1	4
100820	3	50	WISCONSIN	1	63	10			1	2			1	1	1	10	1	2		2	3		3	3				1	4
100823	3	15	INDIANA	2	53	3			1	1			1	2	2		1	2		1	3				3	3	1	4	
100824	3	45	UTAH	1	64	4			1	2			2	2		1	1	3		1	5		1	1			1	4	
100825	3	5	CALIFORNIA	2	65	6			1	2			1	6	1	6	1	2		2	4				3	1	1	4	
100826	3	47	VIRGINIA	1	35	1			1	2			1	1		1	1	3		1	4		3	1			3	1	4
100827	3	18	KENTUCKY	1	63	9			2	2			2		1	6	2			1	4				1	1	3	1	4
100828	3	5	CALIFORNIA	1	76	2			1	3			2		1	2	2			2	5				3	1	1	4	
100829	3	7	CONNECTICUT	2	71	1			2	2			2				1	2		1	5				3	1	3	1	4
100830	3	41	SOUTH CAROLINA	1	47	4			1	1			1	3	1	4	1	2		4	2		5	3			3	3	4
100832	3	36	OHIO	1	54	4			1	1			1	1	1	1	1	2		1	2		3	3			1	4	
100833	3	28	NEBRASKA	1	60	5			1	2			1	2	1	5	1	2		2	4				3	1	1	4	
100834	3	5	CALIFORNIA	2	73	10			1	1			1	1	1	10	1	1		1	3				3	1	3	3	4
100835	3	33	NEW YORK	1	44	4			1	2			1	4	2		1	4		4	1		1	1			1	4	
100836	3	33	NEW YORK	2	70	4			1	1			1	1	1	4	2			1	2		4		3	1	1	4	
100837	3	31	NEW MEXICO	1	75	10			1	3			1	5	1	10	2			1	3				3	3	3	3	4
100839	3	5	CALIFORNIA	1	64	8			1	2			1	1	1	8	1	2		1	2		5		1	1	1	4	
100840	3	24	MINNESOTA	2	69	10			1	2			1	10	1	10	1	3		1	2		1		3	1	1	4	
100841	3	26	MISSOURI	2	62	2			1	1			1	2	1	1	1	2		2	2		5		1	1	3	3	4
100842	3	26	MISSOURI	1	87	10			1	1			1	10	1	10	1	1		1	2		5	3			3	3	4
100843	3	37	OKLAHOMA	1	70	5			1	3			1	3	1	5	1	2		1	2		1	1		3	3	1	4
100844	3	10	FLORIDA	2	76	7			1	3			2		1	3	2			1	2				3	3	1	4	
100847	3	22	MASSACHUSETTS	2	81	10			1	3			1	98	3	2	2			1	2		1		1	1	3	1	4
100849	3	48	WASHINGTON	1	80	10			1	3			1	10	1	10	1	1		1	1		4		3	3	1	4	
100854	3	47	VIRGINIA	2	67	3			2	2			2		1	2	1	1		1	2				3	3	3	1	4
100855	3	41	SOUTH CAROLINA	2	67	4			1	2			1	2	2		1	2		2	1				1	1	1	4	
100856	3	34	NORTH CAROLINA	2	69	7			2	2			2		1	7	1	1		1	3				3	1	1	4	
100858	3	27	MONTANA	2	72	1			2	2			1				1	2		1	2		1		3	1	1	4	
100859	3	44	TEXAS	2	37	1			1	2			1				1	2		2	5				3	1	3	1	4
100860	3	5	CALIFORNIA	2	84	2			1	2			1	2	1	2	1	1		1	4				1	3	3	1	4
100865	3	33	NEW YORK	1	77	6			1	1			1	3	1	6	1	2		1	2		4			3	3	1	4
100868	3	33	NEW YORK	1	32	4			1	1			1	4	1	4	1	1		1	2		3			3	3	2	4
100877	3	26	MISSOURI	1	57	10			1	1			1	4	2		1	2		1	4		3	3			3	2	4
100881	3	43	TENNESSEE	2	58	3			1	1			1	3	3		1	2		4	1			3			3	1	4

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Case ID	TP e	Q100	Q100ST	Q105	Q110	Q117	Q126	Q127	Q128	Q129	Q130	Q133	Q135	Q137	Q138	Q139	Q210	Q215CELL	Q215X1	Q215X2	Q225	Q240	Q245CELL	Q245X1	Q245X2	Q260	Q270	Q280	Q290	Q310	Q320	Q400
100882	3	33	NEW YORK	2	66	5			1	2	1	2	1	2	1	2	1	2	2	1	1	3	1	5				3	3	1		4
100883	3	33	NEW YORK	2	70	3			2	2		1	2	1	2	1	1	1	1		1	2	1	4			1	1	1		4	
100884	3	33	NEW YORK	1	87	5			1	2		1	2	1	5	2	2				1	3	1	3			3	3	3	1	4	
100888	3	5	CALIFORNIA	1	65	10			1	1		1	3	1	10	1	1	2		3	1	3	2		4		3	3	1		4	
100890	3	22	MASSACHUSETTS	1	70	3			1	2		1	3	1	3	2	2				1	3	2		5		1	1	1		4	
100891	3	34	NORTH CAROLINA	2	83	3			1	2		1	3	1	3	1	1	1	1		1	3	1	2			3	1	1		4	
100892	3	10	FLORIDA	1	69	9			1	2		1	4	1	9	2	2				1	3	1	2			3	1	1		4	
100894	3	21	MARYLAND	2		10			1	1		3	1	10	2		2				1	1	2		1	2	2		1		4	
100897	3	33	NEW YORK	1	57	6			1	1		1	1	1	6	1	1	2		1	1	1	1	1			3		3	1	4	
100900	3	38	OREGON	2	60	10			1	1		1	10	1	10	1	1	2		3	1	3	1	3			2	3	1		4	
100904	3	24	MINNESOTA	2	40	10			1	1		1	8	1	2	3	3				1	1	1	3		3	3		3	1	4	
100906	3	4	ARKANSAS	1	73	3			1	2		1	3	1	3	2	2				1	3	2		4			1	1		4	
100907	3	3	ARIZONA	2	72	10			1	1		1	5	1	5	2	2				1	3	2		5		3	1	1		4	
100908	3	5	CALIFORNIA	1	82	9			1	1		1	9	1	9	1	1	2		1	1	3	2		5		1	1	1		4	
100910	3	5	CALIFORNIA	1	71	10			1	1		1	2	1	2	1	1	2		2	1	3	2		5		1	1	1		4	
100912	3	44	TEXAS	1	64	1	1	1			1	1				2	2				1	2	1	3			1	1	1		4	

APPENDIX E

CROSS-TAB ANALYSIS OF DATA

Crosstables by Number of Published Books

Q245 How Strongly You Approve or Object by the Number of Published Books

Q245 – How Strongly You Approve or Object	Number of Published Books		Total
	1	More than 1	
Strongly object	6 7.1%	71 8.9%	77 8.8%
Somewhat object	4 4.7%	45 5.7%	49 5.6%
Total object	10 11.7%	116 14.6%	126 14.3%
Neither object nor approve	27 31.8%	218 27.4%	245 27.8%
Somewhat approve	28 32.9%	205 25.8%	233 26.5%
Strongly approve	20 23.5%	256 32.2%	276 31.4%
Total approve	48 56.5%	461 58.0%	509 57.8%
Total	85 100.0%	795 100.0%	880 100.0%

Q260/Q280 Financial Impact by the Number of Published Books

Q260/Q280 – Financial Impact	Number of Published Books		Total
	1	More than 1	
financially benefit	15 17.6%	148 18.6%	163 18.5%
financially harmed	5 5.9%	63 7.9%	68 7.7%
not be financially impacted one way or the other	65 76.5%	584 73.5%	649 73.8%
Total	85 100.0%	795 100.0%	880 100.0%

Q270/Q290 Impact of Demand on Books by the Number of Published Books

Q270/Q290 – Impact of Demand on Books	Number of Published Books		Total
	1	More than 1	
demand improve	40 47.1%	356 44.8%	396 45.0%
demand harmed	1 1.2%	37 4.7%	38 4.3%
demand not impacted one way or the other	44 51.8%	402 50.6%	446 50.7%
Total	85 100.0%	795 100.0%	880 100.0%

Crosstables by Whether Or Not Books Are in Print

Q245 How Strongly You Approve or Object by Whether Or Not Books Are In Print

Q245 – How Strongly You Approve or Object	Are Books in Print		Total
	Yes	No or Not sure	
Strongly object	60 9.0%	17 7.9%	77 8.8%
Somewhat object	41 6.2%	8 3.7%	49 5.6%
Total object	101 15.2%	25 11.6%	126 14.3%
Neither object nor approve	186 28.0%	59 27.3%	245 27.8%
Somewhat approve	172 25.9%	61 28.2%	233 26.5%
Strongly approve	205 30.9%	71 32.9%	276 31.4%
Total approve	377 56.8%	132 61.1%	509 57.8%
Total	664 100.0%	216 100.0%	880 100.0%

Q260/Q280 Financial Impact by Whether Or Not Books Are In Print

Q260/Q280 – Financial Impact	Are Books in Print		Total
	Yes	No or Not sure	
financially benefit	141 21.2%	22 10.2%	163 18.5%
financially harmed	62 9.3%	6 2.8%	68 7.7%
not be financially impacted one way or the other	461 69.4%	188 87.0%	649 73.8%
Total	664 100.0%	216 100.0%	880 100.0%

Q270/Q290 Impact of Demand on Books by Whether Or Not Books Are In Print

Q270/Q290 – Impact of Demand on Books	Are Books in Print		Total
	Yes	No or Not sure	
demand improve	311 46.8%	85 39.4%	396 45.0%
demand harmed	36 5.4%	2 .9%	38 4.3%
demand not impacted one way or the other	317 47.7%	129 59.7%	446 50.7%
Total	664 100.0%	216 100.0%	880 100.0%

Crosstables by Whether Or Not Royalties Are Received

Q245 How Strongly You Approve or Object by Whether Or Not Royalties Are Received

Q245 – How Strongly You Approve or Object	Receiving Royalties		Total
	Yes	No or Not sure	
Strongly object	58 8.2%	19 11.0%	77 8.8%
Somewhat object	39 5.5%	10 5.8%	49 5.6%
Total object	97 13.7%	29 16.9%	126 14.3%
Neither object nor approve	201 28.4%	44 25.6%	245 27.8%
Somewhat approve	186 26.3%	47 27.3%	233 26.5%
Strongly approve	224 31.6%	52 30.2%	276 31.4%
Total approve	410 57.9%	99 57.6%	509 57.8%
Total	708 100.0%	172 100.0%	880 100.0%

Q260/Q280 Financial Impact by Whether Or Not Royalties Are Received

Q260/Q280 – Financial Impact	Receiving Royalties		Total
	Yes	No or Not sure	
financially benefit	143 20.2%	20 11.6%	163 18.5%
financially harmed	57 8.1%	11 6.4%	68 7.7%
not be financially impacted one way or the other	508 71.8%	141 82.0%	649 73.8%
Total	708 100.0%	172 100.0%	880 100.0%

Q270/Q290 Impact of Demand on Books by Whether Or Not Royalties Are Received

Q270/Q290 – Impact of Demand on Books	Receiving Royalties		Total
	Yes	No or Not sure	
demand improve	323 45.6%	73 42.4%	396 45.0%
demand harmed	36 5.1%	2 1.2%	38 4.3%
demand not impacted one way or the other	349 49.3%	97 56.4%	446 50.7%
Total	708 100.0%	172 100.0%	880 100.0%

Crosstables by Whether Or Not Copyrights Are Owned

Q245 How Strongly You Approve or Object by Whether Or Not Copyrights Are Owned

Q245 – How Strongly You Approve or Object	Own the Copyrights		Total
	Yes	No or Not sure	
Strongly object	58 10.5%	19 5.8%	77 8.8%
Somewhat object	35 6.4%	14 4.2%	49 5.6%
Total object	93 16.9%	33 10.0%	126 14.3%
Neither object nor approve	147 26.7%	98 29.7%	245 27.8%
Somewhat approve	153 27.8%	80 24.2%	233 26.5%
Strongly approve	157 28.5%	119 36.1%	276 31.4%
Total approve	310 56.4%	199 60.3%	509 57.8%
Total	550 100.0%	330 100.0%	880 100.0%

Q260/Q280 Financial Impact by Whether Or Not Copyrights Are Owned

Q260/Q280 – Financial Impact	Own the Copyrights		Total
	Yes	No or Not sure	
financially benefit	113 20.5%	50 15.2%	163 18.5%
financially harmed	52 9.5%	16 4.8%	68 7.7%
not be financially impacted one way or the other	385 70.0%	264 80.0%	649 73.8%
Total	550 100.0%	330 100.0%	880 100.0%

Q270/Q290 Impact of Demand on Books by Whether Or Not Copyrights Are Owned

Q270/Q290 – Impact of Demand on Books	Own the Copyrights		Total
	Yes	No or Not sure	
demand improve	246 44.7%	150 45.5%	396 45.0%
demand harmed	23 4.2%	15 4.5%	38 4.3%
demand not impacted one way or the other	281 51.1%	165 50.0%	446 50.7%
Total	550 100.0%	330 100.0%	880 100.0%

Crosstables by Whether Or Not Available in E-Book
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Q245 How Strongly You Approve or Object by Whether Or Not Available in E-Book

Q245 – How Strongly You Approve or Object	Available in E-BOOK		Total
	Yes	No or Not sure	
Strongly object	30 9.9%	47 8.1%	77 8.8%
Somewhat object	22 7.3%	27 4.7%	49 5.6%
Total object	52 17.2%	74 12.8%	126 14.3%
Neither object nor approve	87 28.7%	158 27.4%	245 27.8%
Somewhat approve	78 25.7%	155 26.9%	233 26.5%
Strongly approve	86 28.4%	190 32.9%	276 31.4%
Total approve	164 54.1%	345 59.8%	509 57.8%
Total	303 100.0%	577 100.0%	880 100.0%

Q260/Q280 Financial Impact by Whether Or Not Available in E-Book

Q260/Q280 – Financial Impact	Available in E-BOOK		Total
	Yes	No or Not sure	
financially benefit	71 23.4%	92 15.9%	163 18.5%
financially harmed	37 12.2%	31 5.4%	68 7.7%
not be financially impacted one way or the other	195 64.4%	454 78.7%	649 73.8%
Total	303 100.0%	577 100.0%	880 100.0%

Q270/Q290 Impact of Demand on Books by Whether Or Not Available in E-Book

Q270/Q290 – Impact of Demand on Books	Available in E-BOOK		Total
	Yes	No or Not sure	
demand improve	138 45.5%	258 44.7%	396 45.0%
demand harmed	21 6.9%	17 2.9%	38 4.3%
demand not impacted one way or the other	144 47.5%	302 52.3%	446 50.7%
Total	303 100.0%	577 100.0%	880 100.0%

APPENDIX F

VERBATIM RESPONSES

Case ID	Q217: What, if anything, can you tell us about Google Books?
23	Nothing
26	Google Books provides online access to books that are in the public domain, and partial access to books under current copyright. Books have links to purchasing options.
28	It publishes books electronically
34	Google, under the guise of rescuing 'orphan books' wants to amass a huge library of IP to which it has no right
39	On demand as ebooks or print.
40	convenient
41	An effort to make books available in digital form
51	it is a good source of quotations, but not a good source for using text for research purposes
65	have used it in research to locate and in the case of out of copyright download books
69	I know that parts of my books are available on GoogleBooks
84	It's an attempt to categorize a large database of printed material, especially out of print books.
87	You scan existing books and make them available as e-books
93	You can read much of my work on GB without paying me a royalty. My Russian colleagues are especially pleased by this.
94	Very little.
95	I just know that Google entered the e-publishing field, but I don't know any details.
99	Made arrangements to copy several million books from academic libraries. Ran into trouble with books still under copyright. Law suit.
100	Nothing.
106	Only that they are competing with Amazon.
110	That the idea was to put every book in print on the Internet as an ebook, and that there were major copyright issues.
111	It an online book publisher
113	It is Google's entry into the electronic book field, in competition with Amazon and other providers.
116	Scans of books available to general public
117	google scanned hundreds of thousands of books and makes excerpts of them available on the internet
123	I use it a great deal in my historical and genealogical research.
124	I believe they are attempting to make many books available on line.
125	An electronic books store and a scanning public domain books site
127	Google Books offer remarkable research opportunities because it's put so many older books online. It's also very involved in a long lawsuit to keep it from simply helping itself to authors' copyrighted work.
131	A very little
134	Nothing
137	I believe that they scan books and make them available without paying royalties.
139	there was a copyright lawsuit against them.
149	Google's project to scan all printed books and make them available in digital form.
153	An effort to make books or portions of books available online, including complete books that are now out of copyright. Worked in cooperation with some large academic libraries.
154	Program to offer book content thru Internet
157	They are available on line and I think some are in the Kindle Store
159	Mixed feelings
162	A project to digitize previously printed books
172	they are accessible over the net
174	They put books online
177	They put certain books online--some of the books I've seen are older books with expired copyright.
183	They're trying to get all the books ever printed online. There are copyright infringement questions here
185	Available through the Web, generally free
192	A lot of public domain books, with excerpts from a lot of copyrighted books
196	They're up and coming.
197	They are available online to read.
203	They're at attempt by Google to capitalize on the e-book market.

Case ID	Q217: What, if anything, can you tell us about Google Books?
205	Very good
206	useful wish I could cut and paste
209	Just that it is....
213	They are photographic reproductions of old books, mostly from a few major research libraries (like Harvard, University of Wisconsin-Madison, etc.)
215	Google sells a lot of published books
216	Not much!
218	I work as an editor for a small press and regularly submit pdfs of our books to googlebooks
221	They are e-books put out by Google
224	Nothing
231	It allows readers to read portions or all parts of the book with an option to purchase.
234	It has digitized many books and is selling them on-line at prices negotiated with publishers. Public domain books are offered for free.
237	As a living writer who has written many real books (printed on paper and bound in cloth), I completely disapprove of Google's attempt to appear scholarly while it stole books from writers unable to protect themselves--luckily I have an agent!
238	Google Books has been expanding in an attempt to digitize millions of books. However, Google Books also offers access to journal and magazine articles. I personally have found Google Books extremely useful in my research.
243	Google Books is a project of Google to digitize as many print books as it possibly can and make them available online.
245	nothing
246	I use this resource for research all the time; my own books are partially available on Google Books
262	Google has started the process of digitizing the world's books.
100001	I have downloaded a few of them, I was just curious. I did download one. Dracula. It was interesting. There are some things that are interesting to have on your IPAD. I find it really quite a nice service. I love Google actually. I think with Google archives you're able to look up all sorts of things.
100002	I think they are books that authors publish and people buy them off of Google.
100004	They are useful for tracking down quotes. They are sometimes useful for tracking down information. I have no problem with them because as the website is now set up one cannot copy and paste from it and I hope it stays that way.
100009	Well they publish books electronically and they put them in hard copies.
100014	I know they publish authors books without authors consent chapters of my book are on Google.
100015	Google books is trying to have online a majority of published books on line out of copyright there's a controversy between interest of the public to read any books online and authors.
100016	I went to Google Books about I play and I was absolutely delighted to find it. It's a great service.
100017	I really don't know I just heard of it.
100018	Well it's their version of kindle. You can get electronic versions of books and read them on Google books.
100021	You can get the books without going to the library.
100026	If you want to order books you can order books from them.
100029	It has all the books online it can without violating the copyright.
100033	They have a program in your university library programming and copying books.
100039	The assumption that they scan work in the public domain.
100040	They're often old books. They are orphans meaning the author of the books cannot be found or they're out of copyright.
100041	Is a project to put published books on the web scanning them from university and other libraries intending to make money.
100042	I don't know very much about them I just heard of it.
100044	They wish to digitize books in libraries and books out of print so they would be avail online.
100045	It provide full texts of lots or books out of copyright.
100046	Books made available online by Google. some classics are online and there is tremendous controversies about infringement of copyright.
100047	Nothing really I just heard of it.
100050	I have heard the name and know it exists. I have been in the hospital don't know much.

Case ID	Q217: What, if anything, can you tell us about Google Books?
100052	I can not say anything about Google books.
100054	They are searchable online. It pulls up anything once you put in a particular name.
100057	A lot of them are ebooks. One of my publishers went through Google to get the book electronically. I get royalties through that from the publisher.
100060	I know no that much about it. I get information from Google but that's it.
100064	A Google book is a median on the internet whereby you can download a number of pages from a designated book.
100067	I don't know much about it really.
100071	They seem to have a wide circulation which always helps the author.
100073	I don't really know a lot about it I just heard of it.
100077	It's a project to make books available online or e-books.
100080	I've heard of it that's it. I think can use Google and get any book on it.
100083	Google has a program they gone around universities they scanned some out of or still in copyright. They make the book avail for read or purchase.
100084	You can go on it but you have to pay for it if you want a full book.
100086	I imagine that it is similar to electronic publishing by Amazon.
100087	It's an electronic version of the books.
100089	Google books is a service which provides access to books that no longer in copyright and books that are copyrighted.
100091	Google has made an effort to scan many of books so that they could be used for what ever purpose.
100093	That they're attempting to electronically catalog the vast majority of books.
100097	They are controversial because they tend to violate copyright laws.
100098	I understand that there is a problem going on between Google and the authors.
100100	That there is a big issue on what they can put on Google.
100101	The books that I have are through Google and can read them. Sometimes I use them in my research and things that are out of copyright. Occasionally they get small excerpts from the most recent books. I have used this also.
100104	Heard of them but I don't really deal them.
100106	I think that it is very useful. I also use them a lot. It an excellent way to get information.
100113	Not much.
100114	Digitalize many book. Trouble with author guide.
100115	It's a way of publishing an e book.
100116	Plan to do public domain books in Harvard library.
100120	They were having problems with copyright and wanted to do all of Harvard's books.
100121	Google trying to make books available that are out of copyright.
100122	Attempt to scan all book and make them avail online.
100124	Heard of it.
100127	I think Google wants permission to publish books.
100129	I know that they were trying to place books online to access.
100130	Electronic books.
100131	Google books is a enterprise that will take books and place them on the internet. They worked with the library of congress and be able to digitize there books to make them available for people.
100132	Copied a very large number of books.
100134	I filled out author questionnaire to so I have the rights to royalties if you sold books on Google.
100135	Can be emailed or purchased.
100137	It is a pain in the neck because it only gives you 3 pages and/it skips to another section - I think it a problem for researchers.
100141	They have been digitizing out of print books - and want to digitize a lot of more recent ones.
100143	It is a fine president as song as authors are protected.
100145	It is a means of making books online.
100151	My understanding is that Google books is like the kindle. Electronic access to books.
100155	It's a wonderful tool for books out of copyright, like books published before the civil war.
100157	Agreement to make some books available online.
100158	It captures images of books online.

Case ID	Q217: What, if anything, can you tell us about Google Books?
100162	As I understand Google is trying to download all the world's literature.
100164	I am all for those books if the author gives permission.
100165	It is basically digitized.
100167	Access electronically.
100168	They are very popular with a lot of people.
100169	Lawsuit with government.
100172	Nothing much I really do not understand what it is.
100174	Electronically available to anybody.
100176	It is a great service and I am very respectful but my books are not on Google Books.
100179	Not anything.
100180	Seen on computer.
100181	Practically nothing I just know that it exists.
100184	Not gotten anything positive.
100187	I found a lot of things that are of interest so I think it's pretty comprehensive sort of source.
100188	That's it's a project to make electronically available all published books that are not under copyright I assume. I don't know if that's correct or not.
100199	I find it a great resources for research purposes especially older books. I know people can look at my book and get snippets for research purposes but I am pretty sure my publisher asked for my permission. The exposure is worth it for me.
100209	They are a service that makes books available on their server.
100210	A electronic form of book might or might not be full text.
100212	Effort to digitize the libraries of the world and copyright rights.
100215	Is that a place where you can click on the internet to buy books.
100217	I think they're like kindle. You can look at it in small print.
100219	Not much.
100221	Not too much. They copy old books.
100226	Heard of them.
100233	I have used it in the past to do research. I was looking up something the other day.
100242	Not a lot. It's not been a priority for me at this time.
100244	I have many friends who are users.
100249	Virtually nothing.
100255	I just have seen the term but don't know what it is.
100259	It's just another way of electronic publication.
100262	No comment.
100270	It's a project to digitalize every book in existence. They're working with various universities to do it. They are using university libraries to do this.
100271	It's a great research for books on our early history. But many pages are left out of the books for one reason or another.
100274	I searched book on kindle. I downloaded a kindle .I was able to access a particular electronic book and read it. I think it was through Amazon
100277	Very little.
100278	A lot. It's an attempt to make available everything in print.
100280	As far as I know they make available portions of books electronically; if they find something interesting they can purchase it; also make books available in the public domain.
100281	I search the books on Google.
100284	Books appear in their entirety there sometimes.
100285	Their available online.
100288	It's a way accessing a large number of books electronically online. Some you pay a fee to access and some you don't.
100294	You can search for authors and it will give you a portion; snippet view of the book with older you can obtain the entire book.
100295	They are attempting to get every book from libraries in there.

Case ID	Q217: What, if anything, can you tell us about Google Books?
100299	They are available digitally and they do a good marketing job.
100301	Digitalize most of the books in the world.
100304	Following the legislation.
100305	Find books and some of there pages for research.
100306	Reissuing books in digital format.
100317	Nothing.
100329	I know Google is trying to put forth an effort to put books on the internet.
100332	I have sign up my books for royalties from Google and they would put them on the internet and every time they get a hit I get a royalty. Google would control the usage and royalties and I would get a royalty from them.
100340	I know that Google is attempting to put books online that were out of publish.
100342	It's an effort by Google to make available electronically the content of books in 6 American libraries.
100355	You scan books and make parts of them available to people.
100357	You can download my book if you want , you still have to pay for it.
100358	I have downloaded one or more books on Google.
100360	My students use them but can't tell you much beyond that.
100365	It handy because it's available to books out of print.
100367	I have gone to the site but never purchased anything.
100368	They are available as e-books and they can be downloaded some people think it's a good idea and some think it a bad idea.
100369	I know that you can look up books in short excerpts.
100376	Internet.
100379	I am aware of the controversy an used it.
100380	It has a project to digitize books and make them available and has objections from authors and have issues at the courts and they are going after books that are no longer copyrighted. If these books are digitized who has access to them is another issue.
100382	Digitize all books.
100386	Legal actions taken against Google.
100388	They are a digital version of books.
100390	They were suppose to pay me something but they didn't. They reproduce copies of books online.
100391	Download the book from Google.
100393	They are available on the internet out of copyright.
100394	I am assuming that they are internet books.
100395	Not much.
100396	They have a project for books in public domain. Legal issues with copyrights.
100400	Ran into it looking for citation count for books.
100401	It is nice to Google book resources online and the service is convenient.
100404	I know more about Tower.com then I do about Google books. I see Google books here and there but I don't know how it works.
100411	Well, they scan books and make them available, as I understand it, free on the internet. And, also, I think it depends if the book's in the public domain, if it is in the public domain, they make it free and if it's not, they sell it and give some of the royalty to the author.
100415	Not enough to describe it, I just know it's there.
100416	I use it myself, many more recently published books are not readily available because of the copy right law, more out circulation are.
100418	Retailer
100422	I use Google books to get access to books that are in the public domain through public libraries.
100423	Google has digitized older books.
100424	I haven't really used it and I believe that it is a search engine.
100426	Heard the name.
100429	It is a search component of the computer.
100430	I have heard the name but I don't have a computer.
100431	Interesting idea.

Case ID	Q217: What, if anything, can you tell us about Google Books?
100436	They allow you to download books that are in the public domain.
100437	Attempting to make every book available.
100440	If you're trying to find a phrase you just put it into the Google website and sometime you luck out. It is a research tool.
100447	Very valuable service.
100451	Not much.
100452	Read some of them a very valuable service pleased that they do this originally though they printed books that they did not have the copyrights for but I think they stopped doing this.
100458	Not interested really I write books that are art books the books I would like to see in print are government books.
100460	Tried to do research but did not get far - tried to find out if they should be paying me royalties.
100462	I guess it's sort of a kindle.
100463	Some of books are on there.
100465	Excellent source to help locate information for research and for authors.
100470	Think they can be downloaded. Libraries even in the city are now being able to loan e-books.
100477	I've looked up books there. I think the books are available online.
100482	Not much.
100483	I have mixed feelings. I think it's good they make out of print books available. I am afraid it may damage of publishing industry.
100486	I can tell you that I've never owned one and I've never contacted Google for books, and no one's contacted for Google books either.
100487	The law suit they had that was delayed by the federal government.
100489	I often use it for research. I'm often trying to find a quotation from the book I've just read. But you can find just about anything.
100497	In general been resistant to changing formats, just another way to read print.
100501	They provide access to electronic books and are working with back catalog of books in public domain.
100503	Generally a positive impression, they have all the material available online which is a good thing. There are a number of problems with it with what the authors are entitled to.
100504	It is interesting they are able to put so much out without contacting the authors or copyright holders.
100505	Initiate part of Google to put some books under Google I am little uncertain about it.
100506	I know they are trying to copy everyone's books. Someone is tying them up in lawsuits over royalties.
100508	They are hopeful and somewhat struggling and it remains to be seen what develops.
100521	They are trying to put all books in the world online.
100522	Google is trying to create a universal library on the internet.
100525	Just have heard of it, not knowledgeable.
100527	Makes the test of the book available through Google.
100528	Know that they are out of copyright books that are online and some in copyright books are available with arrangements with the publishers.
100532	It's piracy.
100537	I know that for a while Google got sued for making copies of books available so now they have to negotiate with the owners.
100548	I don't have anything much to do with the internet.
100549	Nothing.
100555	You can read some books or buy the books I think.
100564	I used the information in the database.
100571	Ambitious effort but has many complications - the controversy continues. I agree with the approach, but Google has turned more commercial.
100572	It is an online service which makes available excerpts from selected books, sometimes extensive. It helps in research.
100576	They are trying to get as many books as possible electronically stored.
100579	Well they are available online so I don't have to pay for them or not.
100580	They are available via the internet.
100583	Dance on the edge of the copyright laws by publishing a few pages.

Case ID	Q217: What, if anything, can you tell us about Google Books?
100584	Research tool and to buy books.
100589	Electronic books, that's about it.
100590	Nice display on IPAD.
100591	You can download books online. And it was a rare book.
100595	No specific opinion.
100596	I the only thing I can tell you is the litigation with authors gill.
100597	Make books available that are out of print or available.
100600	Most recent book it is electronically.
100613	Nothing.
100624	It's a way Google has a way of accessing books that have been basically copied.
100625	I know the words Google and books and know they're related.
100629	A project for large number of books currently out of print.
100630	Don't know
100633	That I have used them.
100634	It's available online and you can download copies of books or certain books.
100636	Keep getting information from them - I was included in the deal and now they are in trouble.
100638	Use Google scholar.
100639	It doesn't a good job for making books online.
100640	It's a site you use if you want to go online.
100645	It's hard to know what to say I haven't dealt with them my daughter has.
100649	I use it frequently checking information it is a good reference to a book.
100651	He looked up his own name and saw they mentioned his books.
100655	They must be electronic books; I have had no experience with them.
100657	I think it's a pretty good option.
100664	Since I work at a university e-book directs your to Google link.
100666	I know that the Google has tried to scan a large part of library to make it available in digital form.
100667	Read newspaper about the whole worlds library online.
100675	I'm apprehensive e about them.
100676	I know that Google is in the process of digitalizing every book that has been published.
100679	Finds it very helpful resource.
100680	They put too much of my books on there.
100682	They were trying to get the rights there was something wrong with copyrights so they had to go back to the drawing board.
100686	Not nearly enough books on it.
100687	Not interested in reading online but understand others are.
100688	It seems to be a great resource. Discovering books that are well out of print and hard to find.
100695	Huge company who provides lots of feed for information.
100697	Apparently when doing a search people can go directly to the text of the book
100698	Doesn't know much about it.
100700	Use them, you can't download them. Frustrating going through sections when they don't give every page.
100702	I can tell you that they exist.
100704	They promote access to books.
100705	Recently they had controversy to a writer to fill out a form to the copyrights to that book.
100709	I think they help Google more than they help the authors.
100711	Google Books is a two-edged sword. It's good to look up books on Google books but understand that Authors are concerned about their work being. Neutral opinion.
100713	Find them useful.
100714	That's where Google is transforming everything into E-Books so they can be online.
100716	Google books in books and they scan them into makes the book searchable.
100717	Goal to have every book published ever made on the web.
100718	They steal books.
100720	If I put a title on author into Google choices will come up as a link and you can see snippets from a book.

Case ID	Q217: What, if anything, can you tell us about Google Books?
100721	They are available for the books to be downloaded.
100722	They were trying to one make one gigantic library even though it violates copyrights.
100726	It's an electronic book service.
100728	I've searched for things on it before.
100729	They scan books and make them available online.
100731	No opinion
100735	Very useful for research purposes but how they affect the royalty structure of published authors.
100743	It's an electric version of books online.
100745	I can go online and read parts of the book.
100752	It makes books available through Google and you are able to do searches for text in those books.
100755	They are easily accessible and widely used.
100756	I have a vague memory of informing I might be able to get royalties from Google books.
100764	Well I understand they are printed on demand.
100766	Authors League is in the process of suing Google.
100767	Well I have just run into by Googling the research, so I read passages from books in passing.
100768	I have a friend that was published with one.
100772	As far as I know Google is trying to publish every book.
100775	That they have scanned the book for free you can portions of the book.
100781	I fear that they are taking over the print publishing industry.
100784	Google is a meat grinder. A lot of Authors want their books on Google books.
100790	I guess they are trying to put on an electronic library for all books that have been published.
100794	Download and make books available some politics about that.
100805	I think that they are very convenient.
100806	Well I think that when you type in a word you can find that book.
100813	You go online and then you have to search for a title.
100816	Attempt to put online the library holdings of books.
100820	What I imagine is that it's something through which one can have access to books through Google, electronic books.
100821	I don't like to read anything of that kind on an ipad or a tube or anything. Likes to hold paper in hand.
100823	Don't know much about them. A lot of self published books.
100824	I use it a lot basic problem is the cost.
100825	Not much of an opinion. Know more about kindel.
100826	I have an ipad and have Google books. It's a competitor to the kindel I store. I use Google books in terms of Google search as a way of tracking down books that I'm interested in.
100829	A lot of writers have problems with the copyrights. But it is nice to have access to books no longer in copyright or print.
100830	I like the idea of Google books very much. For me it's good because it doesn't give the entire text, I know some people do but I'm not one of them.
100832	Pulled up my memoir on the site. Only portions of books are there.
100833	Sometimes I come across them when searching on the internet. Don't have total access to it.
100835	I see it as a fair system of displaying author's works.
100839	It's a way for people to present on the web by the authors of the books. Way for people to get their work out.
100840	I use them for research. I feel admit only books that are beyond copyright protection.
100841	The publishing industry feels quite threatened by Google books. Agents and publishers are concerned.
100842	Think the program is digitalism is an important one.
100848	Nothing.
100850	I have used it on the internet.
100851	They have a mission to digitize works.
100853	Trying to digitize all books.
100855	I have a Google g mail.
100862	You would be able to Google books and online and read books for free.
100863	They seem to be easy to access to and to read.
100864	Amizon.com.

Case ID	Q217: What, if anything, can you tell us about Google Books?
100867	It's just another way of accessing of books.
100871	They scanned all of the wrong books in the library.
100874	Not really.
100875	Many classic books are there for free my books are there.
100877	It's an option that makes more available to more people.
100881	They on the web you can search any book.
100887	I know that the book raze is in e-book.
100888	Trying to scan every book in existence for people to find on line.
100900	They have gutted the copyright laws; they are bullies- publishing all copyrighted material and saying if you don't like it - sue us; however they are making literature available to people globally.
100909	Ambitious program to put every published on line this has been scaled to do opposition.
100910	There is a publishing capacity, that's it.
100911	Nothing.

Case ID	Q265: What makes you feel you have financially benefitted from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
39	The press made one available and paid me a royalty.
123	It makes the searcher want to find a more convenient copy of the book in a library or by purchase.
218	I guess that somebody might order a copy of a book because they found it there. I don't have a way to test for that
231	The book gets more exposure via a Google Search.
100062	Simply that it's a reasonable way for people to search and find out where they can purchase a book.
100146	If your books are not sold yet if you put them on Google they will become. They sell completely.
100199	My book came out in the winter following 9/11 bad time if it didn't have anything to do with terrorism. I didn't get a lot of reviews from the higher outputs. The book was somewhat invisible. I think it exposes people to the book, if somebody is doing a research and run across some of my references at least they know it's there, you have a better chance of reaching that customer. If they don't get it in the library, they're not going to get it in the bookstore. It's been selling steadily and selling the e book steadily for a year. Otherwise nobody would see it would be dead.
100357	I do get a check for permission to download a chapter or whatever is download.
100365	Because I can see if my students used it for only the excerpts.
100422	Somebody might look at an excerpt and decide to buy the book, its free advertising.
100463	Increases exposure.
100578	Are making money.
100654	I think it would invite more sales.
100760	Because The excerpts leads to the books so they buy it.
100824	Information gets out much easier than paper copies.
100835	Simply a matter of exposure.

Case ID	Q285: What makes you feel you would financially benefit from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
58	People might buy the book if they like the excerpt. Royalties are good.
64	Sampling small excerpts might lead to purchases
66	People would understand better the excellence of my work and specifically what its content is about
90	If readers learn something about the content of the book they are more likely to purchase it especially if they purchase books online.
92	Any exposure can contribute to a 'buzz.'
95	One of my books is back in print at my expense, with plans to make it available through my own website. Where PR is concerned, having excerpts searchable online can only help.
101	When backlist print books are e-published, authors are exposed to potential new readers. Discoverability is primary, and short samples conveniently available can help readers decide if my books are the sort they might like. I'd prefer to select the short sample, or have the ability to decline what Google selects if I don't consider it an adequate representation of what I write.
102	Should whet reader appetite.
103	An excerpt might induce someone to read the whole book, maybe buy it!
106	Maybe someone would chose to purchase my book after reading a brief passage.
108	More people would be interested in buying the books.
125	If people like what they see, they will buy the book
141	people will have a chance to sample the books
153	A person seeing an excerpt and perhaps even learning for the first time that my book exists and is relevant to his interest, might want to buy a copy.
157	It would make it possible for more people to become aware of my books, and might prompt them to buy the books. It's a matter of exposure.
168	Because is finally a business
170	Chance to bring them back in print.
173	the brilliant prose would attract new readers
177	I would think it would expose my books to more people.
179	Greater exposure of my book
181	Readers get sense of style and content
188	I offer online drawing classes and some people may view excerpts and find my website and be interested in classes.
195	People doing research in my field would be more likely to buy my books. Their taste of the content could stimulate sales.
196	People can discover more easily if they want to read the book in its entirety.
209	Obvious
211	If the reader got interested in the short quote, they might want to buy the whole book.
233	There'd be a good amount of publicity
260	More possible buyers have access to the material.
264	As long as the scanned material is only a very brief excerpt it would likely raise the curiosity of potential readers, thus leading to increased sales and/or library use.
100002	People would know about them better and see how well they are written.
100013	Simply I believe it would benefit me financially since the book store I own would not stock professional (scholarly) books.
100021	More people would find out about the book it's almost like an advertisement.
100024	I might be able to get my book reissued or reprinted.
100030	Because I would be better known.
100056	I feel that I would benefit that I can get a pr out of a publisher. I also would get more exposure then the publisher can give. More people can hear about the books.
100059	More exposure to my books.
100063	They might be bought.
100067	More people would come to be aware of it and more would be sold.
100073	It would lead to selling the books and benefit me.
100074	The book is getting publicity and more people would know about it from the category of people who know about

Case ID	Q285: What makes you feel you would financially benefit from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
	they would buy it.
100082	It would maybe titillate someone in finding a copy of the book.
100089	Then people might be inclined to buy the book.
100093	I would have more people having access or being exposed to my book.
100109	Because some people who get a glimpse might decide to buy it.
100113	Somebody might read or buy.
100115	Entice someone to read more.
100116	More people would see it.
100120	If it is credited I would benefit.
100121	Making the book more available.
100128	More books would sell.
100166	It would advertise the book.
100172	They might interest someone in wanting to read the entire book.
100179	If it receives publicity.
100184	They might buy the book.
100185	Additional books might be sold.
100195	I think that if they did I'd like to think they'd like to purchase them.
100215	I assume that it would.
100217	I would think it would make people buy more of my books.
100239	Because I feel people might buy my book.
100242	More exposure.
100243	My very first book is online and people can read about it extra exposure.
100255	The more they're quoted the more they may buy from me.
100264	You would have your work read.
100268	It would help sales.
100270	Well for one thing it would result in selling more books, but more importantly by getting my name better known. I would make more money from ledger fees. My money I get from royalties is not as much as I get from ledger fees.
100279	I don't see how it would hurt me in any way. The benefit would be people reading the book.
100283	It might induce people to go out and buy the book.
100284	My books are really good and the more people who could look at them would want to buy them.
100296	Widens the market.
100299	I think that my material would be so intrigued that the person that read them would be moved to purchase.
100305	People get familiar and might buy it.
100332	The amount of money that will be involved would be small. They will pay us more money for the articles.
100335	Somebody might come across it and may want to buy it. I don't see a it losing.
100346	It would be out for the public, it would be getting it out in front of the people.
100385	It would stimulate someone to buy the book if they found it worthwhile.
100390	Someone who read my book online might be tempted to purchase the whole book.
100397	More potential readers.
100407	More publicity.
100412	Because my books do not have a wide circulation, but maybe I'd get a few royalties, but not much.
100424	It is a scholarly book and someone would get a since to see if they would want to purchase that book.
100426	Bring more attention to books.
100432	It might encourage someone to buy my book.
100437	If someone reads an excerpt, they might purchase.
100438	Give readers some idea and attract them.
100440	People could browse the books and a small percentage of them may purchase the books. They're academic type books.
100448	Thousands of people read and want to buy.
100460	I would benefit if Google would pay financial royalties for what it is digitizing.
100464	Quotations from book would think it interesting and buy my book.
100476	The more people are aware of what I do the more people buy my books.
100477	I might benefit because more students or professionals would see my work when doing research and then they

Case ID	Q285: What makes you feel you would financially benefit from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
	realize they need to read my work.
100480	The more people see samples the more interested they might be in buying it.
100488	I hope it would sell my books.
100495	Might encourage people to purchasing the book.
100501	I believe as more people have access to the content of books they would be more inclined to purchase them.
100504	Somebody might be attracted by the excerpt and buy the book.
100508	The exposure that I would get might increase sales.
100512	Because they would be a huge selling of my books.
100555	If they can see the short excerpts they might want to buy the full one.
100572	mathematicians typically use these types of services and then they would find and probably buy my book.
100579	IT Brings the book to the attention to a wider audience.
100580	People would have a chance to see the book to be better exposed to the book.
100588	I have a website where they can do this.
100594	Exposure.
100596	There displayed online then they would purchase the book.
100597	I am the author and I feel it would help sales.
100605	Because it seems like a free way to advertise your books and build demand.
100624	A link to a possible sale.
100628	I would look at it as a plus. Someone views it on line and might look for it and buy the book.
100629	It gets the word out.
100635	Hopefully it would make people want to purchase entire book.
100649	Imagine that some audience becomes familiar with text and decides to purchase it.
100652	If people read excerpts and like what they see as new or important information they would be likely to buy book.
100683	The Quality of the book itself.
100685	Well I think that it would draw attention to my book.
100706	It's possible that some folks who are web surfing might look at an excerpt and decide to get a book.
100721	Because A lot of people do Google, it's a way to get my work out more.
100722	Free publicity.
100734	The publisher has never done a good job merchandising the book.
100735	It would bring the book more exposure and then readers would want to buy the book.
100749	People would find the book and would buy it.
100750	Well a lot of the things are financially motivated.
100757	Free advertising.
100758	It would make people buy the book.
100761	It would be like a form of advertising so I would get around.
100764	Google were to reprint my book the royalties would come directly to me.
100767	It would increase sales.
100773	They are award winning books and people might want to buy the book.
100779	Feel that more people would discover the books.
100783	More people would be able to read excerpts and get interested in them.
100801	Someone might see it and it would catch on.
100805	Because it promotes sales on the book.
100813	I might get more books sold that way.
100815	Someone might want to buy it.
100818	Somebody can buy the book.
100827	It would make it more available to general public otherwise who wouldn't know the existence of the books. Basically becoming well known is a way that an author benefits. Better known an author is the more benefits will come to him in terms of making money. It may not be that book but the next one. Every writer wants to get their work out to be read, if people have the opportunity to read it they will go out and buy it. Word of mouth exceeds every other way of becoming known. The internet is the ideal way of doing that.
100839	
100841	The theory that exposure and publicity is a good thing.
100847	People might buy them.
100855	If interested some one would be pursue buying the book.

Case ID	Q285: What makes you feel you would financially benefit from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
100857	I'm a long time journalist and an expert in television.
100860	Just if people still discover it and get excited about it they could get the book from Amazon.
100883	Form of advertising and might encouraged the readers to buy the full volume.
100890	Because I sell them myself so Google scanning would help.
100906	The small benefit and possibly some small loss, if there's some deal, I'm not probably going to be making and serious bucks.
100908	Whatever they do to help is okay; might enhance their income; hard for publishers to keep everything in print so it helps.
100910	Because it's free advertisement.
100912	Due to a greater exposure to my book.

Case ID	Q267: What makes you feel you have been financially harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
93	If you purchase, say, Russia's First Civil War I earn about \$3. If you read it via GB I earn nothing.
100014	Because Google without the permission of the author or publisher puts small portions of the book get enough information of the book the person would get information free so he won't have to buy the book.
100015	People read it online instead of buying the book , when I looked at my book neither man nor beast I found 30 to 40 pages available interrupted by ten pages and then 40 more pages fully scanned, there were more pages there then absent.
100386	Slightly harmed because people can see for free.
100680	My book is available online so why would anybody it?
100724	I have genre book, very specific books and if too much is used obviously that really damages the books because people feel they have no need for it anymore.
100766	It was done without my permission and doesn't know exactly what is happening.
100894	No one has the right to scan anything and benefit from it w/o authors opinion.

Case ID	Q287: What makes you feel you would be financially harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
13	I'm quite sure Google would be charging me, or my publisher, a fee
28	if you publish my book and charge nothing for its use then I will lose money on royalties
111	What is to keep Google from eventually posting the entire content of the book online? Google is known for unethical behavior.
116	Readers less inclined to purchase book
122	people can also xerox in violation of copyright once they see a fraction
130	This type of question does
143	Excerpts from my books can be read on my website, why would I want them read elsewhere?
172	I think it would impact royalties
201	Copied for performance
203	On principle, I think authors should be compensated for reprints, however they occur.
221	I feel Google is benefiting but I am not.
238	If a person can find what he/she is looking for in my book by using Google Books, then that person has less reason to purchase it.
245	short excerpts ok only
262	I would prefer that researchers purchase the book or check it out of the library.
267	I do not have to answer
269	people may get enough information and not want to buy the book
100019	I know that if that you spend the time and I'm not quite sure about it, I think though you can put the wrong book together even with short excerpts and that can be very harmful to the copyrighted author.
100025	I don' know the extent they would be showing my books.
100072	I feel that I would need a royalty to start with.
100096	You have to find someone interested in the book to begin with and then Google books reaps the benefit.
100099	Google would make the money and I wouldn't. I don't think Google would do that. It is a profit making company.
100124	I think that their using my works and should be compensated.
100135	People can get text and may not buy it.
100164	If scanning cuts into the sale of the whole book then I would not support it.
100207	I have no idea who is using it.
100208	Lose control over it.
100256	I Don't Know.
100259	Well quite a few of my books are text books and I think the sale of text books is a good part of my income, I think I would be hurt by that.
100291	This is a substitute for library purchases.
100306	Intellectual property stolen from me.
100317	If the people can get the information on line they will be even buying fewer books.
100323	I have a number of books I could make available as e-books but they are not publishing e-books what would my profit in that.
100341	Someone who was looking for something specific would use that and not buy the book or look in the library for it.
100349	Careless people would be careless and segmentary useless they wouldn't get the author's particular idea.
100353	I believe it could lead to the republication and it can steal my copyright. It can steal my copyrights and money that I am entitled. I would need more information about what they were doing and exactly.
100354	They would be only short excerpts and no definitions of what it will be doing. Don't like that Google books will take my work.
100368	I think it's surveying Google more than it's serving the publisher or writer.
100376	Don't think publishing snippets are a good idea.
100378	Because publishers were constantly excerpting and paying me fees and that not happening any more.
100410	Not sure who has the copywriter - but I do not get any royalties and I was paid a one time fee.
100413	Some publicity's better than none at all.
100446	Because these current books of mine they are designed for people to use them out in the woods and not the

Case ID	Q287: What makes you feel you would be financially harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
	computer.
100459	People would see it free rather than buy it.
100529	Under contract for revised addition.
100590	Because I write poems and they are short.
100607	Because some people would plagiarize.
100676	I prefer control.
100679	Fewer people would purchase the book.
100700	Someone might download it and not recommend to class and students wouldn't purchase it.
100703	Well one book is poetry, but if they can search it, they can view the whole book without paying for it.
100714	If people are trying to look up information if they can get it from Google books then they don't need books.
100718	Because people would be available to the book without them buying them.
100727	Because it would give a wider reading audience.
100775	Because I feel that people might only look at a little book so they wouldn't purchase it
100781	I mistrust corporate motives.
100782	Garage full of books that I could sell instead.
100784	Because anybody can take the books. A lot of my books have pirated already.
100812	Don't know enough about it.
100866	Fewer royalties. More people would be going online.
100900	People would no longer buy my books; they would pay Google and not me.

Case ID	Q275: What makes you feel the demand for your book has improved from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
40	exposure that otherwise might not have happened
65	makes readers aware of books they would not know about otherwise
69	I know people who have looked at my books on GoogleBooks
123	see the previous answer
218	I am just projecting what I would like to be the case.
231	more exposure.
100057	By just checking one or two sources like amazon.com. When a book is scanned by Google it gives them a title and excerpt. Most people would search on Barnes and Amazon for the book and find as a result of that at least one title has increased in sales a fair amount.
100062	I don't really know.
100105	I feel that more people would hear about it that way.
100146	I think that anyone use Google to find books easier. It's marvelous.
100157	Hard to know but sales have increased since they have been doing that.
100199	I think there are a lot of customers out there, I have no proof, I think there are people out there that need to see something before they buy it. It disappeared from Barnes & Noble because it didn't move. How is anyone going to buy the book if they don't see it. A lot more people are using Google and it's a virtual pick it up scan it look at it. It's got to help, it can't hurt.
100206	Gut feeling no data to back that up.
100260	I've seen reference to where the reader seemed to have been using Google.
100281	People would be interested in what the excerpt said and might buy the book.
100357	The book is out of print so you can get it from google.
100422	Because it's another way to let people know the book is there, most academic books don't get a lot of advertising.
100463	Increase exposure and maximize the number of potential buyers.
100560	I feel that once you write something you are glad to have it out there.
100584	Nitty gritty - see it on Google can get the picture - more likely to buy it.
100602	It stimulates interest on the reader's part. They want to read more I hope.
100630	People are able to see the relevance of the book.
100654	Meets people all over the world that are aware of books through the internet.
100695	Because more people would read about it.
100704	Nobody knows the book exists and they become more available.
100705	Because I was advertising a writing workshop , I was founded by Google They will end up in my book some how.
100720	The fact that it's out there and potential readers could read portions and become interested in purchasing the book.
100724	It's exposure of the book and Google does give exposure. But not too much exposure, that can ruin the book.
100760	Because The excerpts leads to the books so they buy it.
100824	Because of the use Google by most people.
100826	Makes it more visible to people.
100835	Exposure.
100852	makes the content available.
100867	People have a very narrow definition of copyright. The more buzz there isre is the better.

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
21	More people would know about it.
36	More people would get to know about them!
42	Greater accessibility to scholars and potential purchasers of the book.
64	Same answer as before
66	As I said, people would understand better their content and excellence
67	The present publicity of my books seems to be minimal. Might be from lax Marketing by the publisher or some irregularity in the publishing house.
71	Publicity for book
74	More exposure
84	It would have the potential to reach people who otherwise wouldn't know the books exist.
85	because my books are scholarship and readers might see that they are also accessible.
90	Seeing the table of contents might persuade them to purchase the book.
92	Few people ever heard of me and my 28 published books.
95	Any visibility would help with sales.
100	More potential readers might develop interest in the complete book.
101	Discoverability. If readers can quickly sample a book that caught their attention, the right readers for my books are more likely to give them a try.
102	I don't have other advertisement means.
103	If it is a good excerpt it might induce someone to buy the book
106	They are available. Right now they're not available.
108	Short excerpts of poetry can show a lot about the quality of the poetry if well chosen.
114	people like to know what they are getting
120	Search mechanisms would bring books to attention of more people--at least possibly
125	I think when people read it they would want to read the whole book
141	d
153	See previous comment.
157	People who are looking for specific information, and who are directed to a sample of my work, might be prompted to but the entire book
159	More people would know about it
162	Academic books are frequently not well known or marketed beyond a narrow university community. Something like google books will give such works wider visibility.
168	because finally it is business
170	Awareness
173	people would want to read the whole book & therefore would buy it
177	I would assume it would be more available to more people, increasing the possibility of selling books.
179	Greater exposure of my work
180	Would broaden knowledge of the book
181	Readers would experience style and content.
185	A person able to see specific excerpts would be able to recognize a need to obtain the whole book, which they otherwise might not know
188	Well the Google name is well known and respected. It could only help people explore my book.
191	Readers could see if the book material is appropriate for them. All my books are non-fiction.
195	This provides additional exposure for these books. Seems obvious.
196	Gets the word out.
200	would make readers more familiar with the work
211	My books are either text books or edited works. They are not novels, such that reading the last page gives the story away.
213	My books are non-fiction; finding passages that are useful might make readers want to read more of them.
234	I hope that it would pique the interest of potential readers.

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
235	exposure
257	Readers would get a sample of the writing,etc
260	Again, sheer numbers of people seeing the material for first time.
262	More readers would be aware of the book.
264	As already noted, such a brief excerpt would raise the curiosity of potential readers/buyers of my book.
100002	Just more awareness of the book.
100008	My publishers Macmillan and Cleo and the others never really advertised or pushed my books because they were scholarly books and if they can be goggled it could help.
100009	I would be better financial.
100017	It might get more library use.
100018	It would give people a chance to sample my books and decide if they like to buy them and if so and provide them with a link to purchase them. This would be a service to the authors, publishers and retailers.
100020	Any advertisement is better than no advertisement.
100021	People would find out about the book that they don't even know it existed.
100022	You would be able to get more exposure of your work.
100024	Well there has been a demand of the civil rights era little was done so there would be a demand to see the photographs.
100025	Because it would interest people in the book.
100027	People in a new younger generation might be interested in the book.
100030	Because it would increase the sales.
100031	More availability.
100032	Because there would be a wider audience people would see the book.
100033	Hopefully the person doing it would find that they would want to get more info.
100037	Simply familiarity people would see it more and a wider audience it would be more worthwhile instead of just the title of the book.
100040	Well because people would be more likely know about the books and if they would be more useful to them.
100041	If you can look at part of a page you can see if it is relevant to what you are looking for.
100044	A sampling of the book would provoke a reader to what to have more.
100051	Because could it could not possibly get any worse than it is now.
100053	I think probably people would want to see more of it once they saw the excerpt.
100055	Well more information would be seen it would make it easier to find.
100056	It would improve because there would be more exposure to the book.
100058	It would give the titles of the books more visibility.
100059	Again more exposure to my books.
100063	They would learn about the book and they would learn where they can get the book.
100065	It would make more people aware of the book.
100066	More people would be able to see it and might buy it.
100067	Basic awareness people search online so they would see it they don't have to go to the campus book store they could look online.
100068	More people would become aware of my book.
100071	They would be more available.
100072	It would be easier to access. Also you can find the book easier.
100073	It would show how other portions of the book would be a benefit to you.
100074	More people becoming aware of the book and logically more people would purchase the book.
100077	Because it would be more widely known.
100082	It would get somebody's attentions and I would think they would want to get the original book.
100086	So that a wider generation could be exposed to my work.
100089	I know the University of Chicago has put all the publications of the Oriental institute online it has increased sales.
100091	There would be more than just a title to find. It would also give more interest to the reader and give more for people with questions.
100093	More people would see it.

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
100094	I feel that it would be more widely circulated and can get more interest in the book. Make the book more aware.
100097	People would have more access and interest in the book by seeing portions of it.
100098	I think it would bring the titles back into light. It would give it exposure which would be beneficial.
100099	A wider audience but it wouldn't help me because I wouldn't get any money from Google.
100101	More people would know more about my book.
100104	I think anything that gets a book out to the public would improve sales.
100109	Because I've had people learn about its existence to have it known.
100113	Don't know
100116	More access.
100119	It would be an introduction to the book.
100120	If it is credited it would give exposure.
100121	Makes the book more easily available.
100127	If people see it and realized it still exists they might want to buy a copy.
100128	More access.
100131	It will increase the exposure to the public.
100132	People have opportunity to see some of it.
100137	I think that scholar's researchers would find it helpful some were published long ago or out of print.
100139	Some of them would be out of date.
100140	Well I think it would increase access to others.
100142	There might be someone who will find on Google books and may want to buy it.
100155	Because it's my book as many nonfiction books are is sort of a limited audience. So people that might not otherwise know of its existence may learn about my book.
100165	Be more readily available.
100166	It would entice readers.
100172	Exposure of my book.
100173	Somebody might want to read the book.
100174	It would allow a sampling to whet their appetite.
100176	People would then see that the book was useful and I would be happy to have people view my books.
100179	It would be good for publicity.
100181	The occurrence of the students getting a view of my books.
100182	The book was republished two years ago. Might come to more interest.
100184	The reader might find it interesting enough to buy it.
100185	Potential buyers would know more about them and the more they know about them the more they will want my books.
100187	I've been told by people who've heard of my books and it's helped them decide to buy my books.
100188	I'm an academic researcher and I believe in the free exchange of free information and ideas so the more people to read it the better. I don't write to make money basically.
100190	It would get my books out to more people.
100195	I like to believe they can become more familiar with the contents of the book and be attractive to them.
100196	It would be good marketing and advertising.
100201	The book is out of print and it might cause the publisher to reconsider at least a new printing.
100212	A glimpse of it might peak interest.
100215	If they are selling books for me someone might buy.
100217	The people would be more familiar with the book.
100223	The excerpts serve as bait to increase curiosity on the part of the reader.
100225	A little more notice.
100228	Well they might order it if they're aware.
100229	More people would have access to what I have written.
100230	35 years out of print reasonably respected book might help.
100232	It would be more visible.
100234	It's obvious it the wave of the future.

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
100237	Make people more aware.
100239	Because people would know about it.
100240	Greater exposure.
100242	I cannot think of any downsides. I don't see how it would do them any harm.
100243	If people knew about it and Googled it they'd like my books.
100246	Obviously easier for people to get them.
100251	The book is a special academic book and this would bring it to wider audience.
100255	The more often my books are quoted the more people would know they exists and be apt to buy them.
100256	Somebody may be interested .it is waiting for someone if it is there to be used.
100262	Because it is a different method for people to be aware of my books.
100268	It would help sales.
100270	My books are so good that if people see little excerpt from them they will want to buy them.
100274	A good number of them are not in print and if they were scanned by Google they would be accessible.
100275	More people would know about the existence of the book.
100276	Make it more accessible.
100279	It is a scholarly book. people interested in those areas would be informed.
100283	If people could read my brilliant prose they could go out and purchase it today.
100284	More people would be aware of what's in the book.
100285	People would become aware of the content.
100288	It would be more accessible online.
100294	It might make them more visible.
100296	Lots of internet people connecting with book.
100299	To get my work in the hands of someone is a big job and a lot of people are doing their searches on line.
100301	Somebody will want to more.
100305	If they are interested in the topic, they will buy.
100330	Both books can be on there and can have more people view them and the demand for my book would go up.
100334	People can find out about my book without going to the library.
100335	It would make more available to people. Now I will come up from this one website.
100340	If someone wanted to read the book they can find it easier.
100342	The more people that know more about the book even a short excerpt it would make them want to know more about the book.
100346	Because of type of book it is, some of it is for young people some of it for adults.
100349	I think it might be somewhat improved but I really couldn't say for sure.
100352	The people will know the quality of the book and read more.
100353	It would be improved because publicity would make it more available and would make us want to try it and have the book. People can also become interested in the book.
100358	It would be more widely available to an audience a little bit of a teaser.
100359	Because my books are technical in nature people will need more information.
100363	More people would be aware of my book.
100373	Because someone might see it and be interested and order a copy.
100382	Anybody that is interested it would be helpful.
100383	Public visibility not previously gotten.
100385	I think the people reading the excerpt might want to read the book.
100390	My books are great.
100391	Whoever is looking might buy it.
100393	Information about the books made available to more people.
100397	Might.
100400	Not appreciated by today's reader.
100401	It would be more likely for someone to stumble onto my book this way.
100402	It would be more exposure to my book.
100411	Because people might come across it in an online search, which might, otherwise, never have heard of it. This is my

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
	experience, when I come across books in a Google search, I click on it, read the excerpt and in some cases, I've gone out and bought the books, one or two cases.
100412	More people might read, or purchase the works.
100413	Well, again, if you don't know it's there, you wouldn't be offered it.
100416	Simply that under some rubic people could find out one more thing that they did not know - enhances the search for knowledge - not concerned with royalties or stealing - on line is great.
100423	I feel that the benefit to me would increase.
100424	The exposure.
100432	It would bring it to the attention somebody that would want to buy a book.
100436	More people would know about the book.
100437	More people exposed to my material.
100438	People would be enticed.
100440	Most of the type my books don't get marketed. This would help them get marketed.
100445	Because people search Google. Spreading ideas and people would be better off.
100448	Because the more people that look into it and want to taste it.
100449	More people would know about it.
100452	Would remind people that it exists - 7 years old.
100453	More people being aware of the book.
100455	If you read part of it you would want to read more of it.
100456	People may be interested. It cannot harm.
100457	More people would be aware of it.
100460	It would make a casual researchers more familiar with the work.
100462	For information if people are satisfied they can buy my book.
100464	They would buy my books.
100468	My guess is that the nature of the topics students would consult it in college and they would come to it more quickly through the internet.
100471	It might to get the book to get the whole.
100475	The demand might be improved but financially it has very little impact on me since my publisher went out of business.
100476	The more people know about what I do the more likely they will be to buy my book.
100480	Because of the additional exposure.
100482	Most of my books are pretty old, so this way people could get in touch with the books.
100488	Any kind of advertising is good.
100489	Well, a lot of my books are poetry, and people are looking for a title. Their access to it would be immediately, and mostly they're small print runs, and I think it would be good to be out there.
100490	The person who is interested would find out about it.
100496	More younger women could learn something from my book.
100497	Easier to know what the book is about rather than running to the library or bookstore. Faster access.
100500	Because it's sold at gift shops and people that buy the book also want to know where also to get the book for their friends.
100501	Again because more people seeing my books may want to acquire the books.
100504	Slightly improved because someone might be attracted by the excerpt of my book.
100508	Much wider exposure.
100512	I would be very pleased. Most authors are writing fiction books. You can get a global approach.
100520	It would increase awareness of the books existence.
100521	Any press is better than no press.
100524	More chances people have to see info the better it is.
100525	If they read the excerpts they might like the book.
100528	If people can find a little more about it than they might want to have a copy.
100531	Thinks that people who are not familiar might look and read an expert and think maybe they should buy it.
100537	It gives readers an opportunity to sample and then possibly buy it.

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
100545	By giving it wider distribution.
100549	It would get more exposure.
100555	Might improve sells the short experts might want to read more.
100556	The more people see these excerpts the more people that would want to read them.
100565	Think that books read well and the experts read well and increase the audience.
100568	I think people reading excerpts would be inclined to read the whole book.
100572	Slightly improved again because more people would see my book.
100573	Its greater publicity.
100574	More exposure that could be good.
100576	More people would have more information about them.
100579	It creates a larger audience for the book.
100580	If they saw it they would buy it.
100581	More people would have access.
100582	Greater availability to the public.
100588	More likely to buy it.
100591	People would have a chance to see it more quickly instead of wandering a library looking for it.
100593	People ran across things on my website and they like it which show improve.
100594	Exposure, more people know about my work the better for me.
100595	Because more people would have the possibility of finding out what subject matter his book is all about.
100596	More people would be exposed to it.
100597	More exposure and people would want to have a copy.
100598	Depends on timely advice.
100605	Because again it's more free advertising for more book and can build demand.
100617	My book is primarily about Russia and Russia is a very hot topic now.
100624	Greater exposure.
100628	More exposure.
100629	Anything that brings it to more people's attention would be a benefit.
100632	People would be more aware that a book would be on a particular subject.
100633	Bring it back to life a little bit.
100634	That they wouldn't be discoverable.
100635	People would be interested and read the rest of the book.
100639	If it had a high appearance in the search engine more people would see it.
100645	Google is very powerful search engine for everything and a form of exposure.
100648	Because its currently out of print and would be more available.
100649	Same answer before.
100651	Because Right now it's out of print.
100652	The equivalent of advertising.
100656	Because that books would might be off the scene, Google could be more current opposed to past books that are printed.
100661	My books are not widely circulated It would benefit me because more people would read them.
100663	More people would know their existence.
100664	If someone reads a portion then they might want to go out or buy the whole book. Increase the demand for book.
100665	If a person scanned it they might buy it.
100670	Publicity helps.
100677	From the accessibility.
100682	People who were looking for the book the Google scanning would make it useful for them to find the book.
100683	The quality of the book.
100685	I think it would draw attention to the book and the quality to the book and they would purchase the book.
100686	If it was a short excerpt people might want to read the rest.
100688	If people can see a portion they might want to read the rest of it.
100689	It's like a review

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
100697	I feel if someone has seen any part of the book they will want to see the rest of it.
100701	A lot of people buy my book because of the title and subject matter.
100702	Because Of people who are curious, People could be more informed about the book.
100706	Folks could more easily get a sense of the content of the particular book that might encourage them to purchase the book itself.
100707	The chance of whoever reads the excerpts is intrigued by it.
100708	Have a look at a book and think it's interesting might want to be the whole book.
100715	Because poets are Googled individually as authors and when poems come up people tend to look for the collections.
100717	Google is the most famous name on the web so people would see it.
100719	Well they have been out of print, it would help the books out a lot.
100721	Again because it is the way to go because people are on the internet more and so people would see it and say what is this.
100722	Basically because any publicity even bad publicity usually helps book sales.
100723	A lot of my books are mysteries and a lot of people like mysteries and would like to know about them as soon as they come out.
100726	I'd guess that potential purchasers would find out enough to buy the book.
100727	Because it would open my books to a wider audience.
100731	I don't know.
100732	Depends on what people are reading.
100734	Same answer as before. It provides a good way of merchandising the book.
100735	If it were available to a wider public in short excerpts the wider public would have the opportunity to become engaged by the book and possibly go out and purchase a copy.
100737	Some people around the world might become aware of these books. Good promotion needed.
100738	If potential buyers actually read the portions they might be interested in purchasing the book.
100740	Because it would be more immediately available to a larger population.
100747	More people being aware.
100749	Most things that are on the internet if people are exposed to it there would be enough of them who would want to get it.
100750	Because you have a wider audience.
100755	People get exposed to enough to create interest.
100756	People would know what they are buying.
100757	It's free advertising.
100758	If somebody reads it they might be interested.
100761	It would get the book around.
100762	The lower east side is not necessarily time related and it's out of print. Having it circulated might be positive.
100764	The same answer as before.
100765	It can't hurt to get samples of your crows out floating around.
100767	It would increase visibility.
100773	Same answer as before.
100778	Just the fact that it would available to the public.
100779	Looking for specific topics they can find the book.
100781	Any reader who would be drawn to buying it.
100783	More people would be familiar with them.
100786	More and more people are using Google and electronics and it's easier to get stuff that way.
100787	Because my books are well written and highly readable.
100791	I don't know just guessing.
100794	Suspect it might.
100800	Somebody might read a part and might like it.
100801	A lot of people look at Google it could help.
100805	Because they saw that and will go to bookstore to get another one.

Case ID	Q295: What makes you feel the demand for your book would improve from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
100806	Well it would have more visibility.
100809	Greater public exposure.
100816	Give the newer generation access.
100818	Introduce more people to the book.
100821	People are all over the place on the tube and the internet. Can't do any harm on there.
100825	They are pretty good and people would want to look at it.
100827	There would be awareness that these books exist.
100828	It would reach a wider audience.
100829	Any writer hopes that a little taste of the book would make the reader want to read the whole thing.
100833	Simply that if people looking for a subject or me they would come across these things and might spark interest in the book.
100834	Because somebody might then wish to read the whole book.
100836	Because some people are attracted when they see an excerpt rather than a cover it makes more of an impact on the reader. Catches their interest.
100839	Same answer as before.
100840	I look inside books to see if I want to buy them.
100841	Because anyone reads the copy would be moved to want to go out and buy the book.
100847	More people would be exposed.
100855	Because of the exposure.
100856	It would someone is available.
100857	People would look for that information.
100858	You'd have a little more coverage, people would be able to read a little bit of it.
100859	I think the reader would have more insight on the subject.
100862	Just getting into the public spear.
100863	It's getting out there.
100864	Because Its material and they get to see it.
100873	More people would be aware of it.
100883	People see how good it is they will want it all.
100886	I don't profit directly from these books I just did it as a labor of love.
100890	Exposure.
100891	Because I am responsible entirely for publicity of books, I can't travel or promote my own work and the exposure is good.
100892	If people can have access to some of it they might be interested in buying the book.
100895	Anything that is brought to people's attention could be positive.
100906	I think it would be publicity for my books, more demand then for my books because more people will see my books.
100907	It might improve because having just read an excerpt in a masters program students and other invited guests; mentors; faculty wanted to read more.
100908	Increases the opportunity for people to see the work.
100909	More people would be aware of the book.
100910	Because of the free advertising.
100912	Again due to the greater exposure of my book.

Case ID	Q277: What makes you feel the demand for your book has been harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
100014	Because if someone can get it for free they won't buy it.
100465	Benefit would be more positive.
100430	I am not aware of losing any royalties - I am also aware that people may see my book and be interested in it - my judgment is that I have benefited.
100680	Its already available online.
100015	People are reading online not buying it.
100583	There are people who have taken excerpts from the book and otherwise they could have bought the book instead.
100894	They have no write.

Case ID	Q297: What makes you feel the demand for your book would be harmed from Google scanning your copyrighted books so that they can be searched online and short excerpts displayed in search results?
28	same reason I gave for earlier question
111	Most of my books are used in the context of seminaries and theological courses. They have become known in the trade as 'modern classics' and don't need any further exposure, particularly exposure that might lead to the posting of the entire contents online.
116	Readers would rely on google results only
122	see previous answer
124	It might not then be necessary for the reader to purchase a book or too request it at a library.
172	too much information would be displayed
238	Same reason as given before - people would have less reason to purchase my book.
247	Quotes out of context can be misleading.
267	same
100026	If they can find it there they might not be interested in buying the book or reading the book.
100087	I teach at a university. My students often go to sites where articles are excerpted and they quote only from the excerpted passages.
100124	I think that they should compensate.
100135	If they can read a condensed version, they wouldn't buy.
100259	Students would be less likely to buy a text books.
100291	If they scan it without pay I would be harmed unless it were out of print.
100341	A person looking for specific material to use would stop with that and not want to read the whole book.
100354	Google books would be taking my intellectual property without any compensation to me.
100421	It's a great idea, you need to have your books published and popularized.
100446	Most people would want hard copy of book.
100459	People can get it for free and it's better to buy the book.
100523	Once you make it free and accessible why would people go out and buy it.
100586	Obvious thing.
100607	It is a short circuiting of concept of intellectual property.
100679	Fewer people would want to purchase the book.
100700	Students would get it for free instead of buying it.
100703	I just the one book is so slight, that they can read the whole thing without paying for it.
100714	If people can see it online then they don't need to buy it.
100784	Because somebody would just take it wouldn't have to buy it.
100795	It's going to be a scholarly book and it's a very small audience. Libraries purchase and if it were available electronically they would not purchase it.
100812	If people have it available from scanning they aren't going to buy it.
100871	People would be required to buy the book in order to read it.

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE AUTHORS GUILD, INC., Associational
Plaintiff, BETTY MILES, JOSEPH
GOULDEN, and JIM BOUTON, on behalf of
themselves and all other similarly situated,

Plaintiffs,

v.

GOOGLE INC.,

Defendant.

Civil Action No. 05 CV 8136 (DC)

ECF Case

**DECLARATION OF E. GABRIEL PERLE
IN SUPPORT OF GOOGLE INC.'S OPPOSITION TO
PLAINTIFFS' MOTION FOR CLASS CERTIFICATION**

I, E. Gabriel Perle, declare as follows:

I am Senior Counsel with the law firm Ohlandt Greeley Ruggiero & Perle in Stamford, Connecticut which specializes in intellectual property law. I have personal knowledge of the facts stated in this declaration, and could and would testify to these facts under oath if called upon to do so. As set forth below, I have more than 50 years of experience in the publishing industry, and am a recognized expert on the structure and practices of the book publishing industry.

1. I have been retained by counsel for Google Inc. to provide my expert knowledge and opinions concerning the structure and practices of the book publishing industry. I have not been asked to, and do not herein, render any opinions regarding issues of substantive copyright law.

2. In preparing this declaration I have reviewed the Fourth Amended Class Action Complaint, publishing contracts produced by the named plaintiffs, and a set of publishing contracts produced by the Authors Guild (which I understand are being filed as exhibits to the concurrently-filed Declaration of Joseph C. Gratz). The opinions I render herein are based on my knowledge of and experience in the publishing industry, as well as my review of the documents identified in this paragraph. Except where a specific document is cited, the opinions stated herein are based on my knowledge of and experience in the publishing industry.

3. I am being compensated at my normal consulting rate of \$750 per hour or, in the event I am called upon to testify in deposition or in court, at my normal rate of \$1,000 per hour for testimony. I have no personal financial interest in any of the entities involved in this litigation and my compensation does not depend in any way on my testimony, my conclusions or the outcome of my analysis.

I. QUALIFICATIONS

4. I have testified as an expert on the structure and practices of the publishing industry in a number of cases. Three have been reported:

a. *Playboy Enters., Inc. v. Dumas*, 831 F. Supp. 295 (S.D.N.Y. 1993) (“Defendants presented the testimony on E. Gabriel Perle. . . . The court finds that Perle is eminently qualified to testify in the area of magazine copyright and gives his testimony great weight.”);

b. *Jim Henson Prods., Inc. v. John T. Brady & Assocs.*, 16 F. Supp. 2d 259, 272 (S.D.N.Y. 1997) (“Mr. Perle is one of the recognized experts in the book and periodical publishing fields”);

c. *Ty Inc. v. Publications Int'l, Ltd.*, 99 C 5565, 2004 WL 5025744 (N.D. Ill. June 30, 2004) (qualifying me as an expert in publishing industry practices regarding the valuation of photographs).

5. For thirty years, I oversaw the magazine activities of Time Incorporated, including *Time*, *LIFE*, *Fortune*, *Sports Illustrated*, *People*, *Money*, *House & Home* and *Architectural Digest*. I participated in virtually every aspect of the business of the publication of those magazines. I was also the attorney for and a key participant in the management of the book publishing activities of Time Incorporated beginning with the “big act” books taken from or based upon the contents of *LIFE* Magazine and subsequently with respect to all of the multitude of *Time-Life Books*. I was part of the management of what was the largest book publisher in the world, serving as a key member of its management team.

6. I have also served as counsel and advisor to Silver Burdett, a leading textbook publisher, Little Brown and Company, the trade publisher, and The Book-of-the-Month Club, all of which were owned by Time Inc.

7. I have served as Time-Life Books representative to the Association of American Publishers; served as a member of the Board of Directors of *Time-Life Books* and during my last decade of tenure at Time Inc.; and was an member of the Management Committee of Time Inc.

8. Since retiring from Time Inc., I have continued to be active in the book publishing world and in that capacity have consulted and advised publishing companies including negotiating and consummating transactions on their behalf.

9. Over the course of my career, I have served in various relevant roles. I was Chair of the Copyright Division of the American Bar Association from 1970-71 and again from 1986-87. I served as Commissioner, National Commission on New Technological Uses of Copyrighted Works from 1975-77 and Director of American Arbitration Association from 1979-84. Finally, I acted as Director, United States Trademark Association from 1969-1972, 1974-77, and as Vice President from 1972-73.

10. I am also co-author of *Perle & Williams on Publishing Law* and have published a number of journal articles, the most recent of which is E. Gabriel Perle, *Copyright Law and the Copyright Society of the U.S.A., 1950-2000*, 47 J. COPYRIGHT SOC'Y U.S.A. 397 (2000). Additional publications of potential interest include articles titled *Tributes to David Goldberg*, *Tributes to Stanley Rothenberg* and *Tributes to Irwin Karp* all published at 54 J. COPYRIGHT SOC'Y U.S.A. (Winter/Spring 2000).

11. I have not testified as an expert at trial or by deposition in the past four years.

II. PUBLISHING CONTRACTS

12. Publishing contracts govern the allocation of rights between author and publisher, transferring some rights to the publisher and reserving some to the author. For example, some publishing contracts provide for royalty-free promotional use of book excerpts; others do not.

The publishing contract may provide for reversion of those transferred rights to the author upon occurrence of some event—usually that the book has gone out of print.

13. The term “out of print” is sometimes defined in the publishing contract, and the definition of that term varies from contract to contract. Many publishing contracts do not define the term.

14. Determining whether a book is “in print” or “out of print” is not a mechanical inquiry. Some editions of a book may be out of print, while others remain in print. A book from a small press which has not sold a copy in years may nonetheless be “in print,” while a book from a large press may go “out of print” even if it has continued to sell a small number of copies each year; these choices, and how they are implemented, depend on the judgment of the publishers, and may not be communicated either to the author or to any centralized database of books in print. Some publishers may not know whether a book is “in print” or “out of print” until they check their stockrooms and find no remaining copies. At root, one cannot be certain that a book is “in print” unless one has been successful in purchasing or successfully ordering a new copy from the publisher.

15. Many publishing contracts require, in order for rights to revert to the author, that the author submit a request for reversion some number of months after the work goes out of print.

16. Publishing contracts frequently include an exclusive license from the author to the publisher as to some or all of the exclusive rights under a copyright.

17. My review of the contracts produced by the Authors Guild in this case provides further support for my conclusion that many publishing contracts provide for reversion of rights to the author upon occurrence of some event, usually linked to the work going “out of print,” but

that many publishing contracts require, in order for rights to revert to the author, that the author submit a request for reversion some number of months after the work goes out of print. Of the twenty-four representative contracts produced by the Authors Guild, nineteen provide for reversion following notice from the author after the work has gone out of print: AG100001, AG100004, AG100008, AG100024, AG100044, AG100059, AG100063, AG100087, AG100099, AG100102, AG100108, AG100125, AG100129, AG100143, AG100159, AG100186, AG100192, AG100202, and AG100221. None of these provide that the publisher must notify the author if the work has gone out of print. The remaining five contracts do not provide for reversion or are ambiguous in their reversion provisions.

18. There is no central repository of requests for reversion or of publishers' responses thereto.

19. Some authors do not maintain records of whether rights have reverted.

20. Some publishing contracts provide for royalty-free promotional uses. Under such contracts, the author has given up legal ownership of the copyright, but does not have the right to receive royalties for promotional uses.

21. Some contracts expressly prohibit royalty-free promotional use, reserving all electronic distribution rights to the author. Some publishing contracts do not discuss promotional use of excerpts at all.

22. My review of the contracts produced by the Authors Guild in this case provides further support for my conclusion that some publishing contract provide for royalty-free promotional use of excerpts, and others are silent as to the promotional use of excerpts. Of the 24 representative contracts produced by the Authors Guild:

a. Fourteen provide for royalty-free use of excerpts for promotional purposes: AG100008, AG100017, AG100024, AG100063, AG100080, AG100087, AG100102, AG100108, AG100111, AG100129, AG100143, AG100159, AG100192, AG100202.

b. Ten are silent as to the promotional use of excerpts: AG100001, AG100004, AG100044, AG100059, AG100099, AG100118, AG100125, AG100186, AG100216, AG100221.

III. COPYRIGHT REGISTRATION

23. In my experience in the publishing industry, both before and after the enactment of the Copyright Act of 1976, it has always been true that many books are not registered within three months of publication.

24. One cannot determine the date of copyright registration with certainty by reviewing the publishing contract. While many (though not all) publishing contracts call for the publisher to register the copyright, most do not provide a particular time period in which the publisher is to do so. In addition, in my experience it is uncommon for authors or publishers to regard the date of registration as an important element of the publishing contract, or for authors to know whether copyright registration occurred within 90 days of publication. This conclusion is based on my experience in the publishing industry, my knowledge of publishing contracts, and my review of the publishing contracts produced by the Authors Guild in this case.

25. Many publishing contracts provide that the copyright registration will be made in the author's name even when the publisher is the legal owner of the relevant exclusive rights. This conclusion is based on my experience in the publishing industry, my knowledge of publishing contracts, and my review of the publishing contracts produced by the Authors Guild in this case.

26. Many other publishing contracts provide that the copyright registration will be made in the publisher's name, and the publisher's name remains on the registration even if rights have reverted to the author, or if the author has become, by contract, a beneficial owner of exclusive rights under the copyright. This conclusion is based on my experience in the publishing industry, my knowledge of publishing contracts, and my review of the publishing contracts produced by the Authors Guild in this case.

27. My review of the contracts produced by the Authors Guild in this case provides further support for my conclusion that registration within 90 days of publication is not required by all, or even most, publishing contracts, and for my conclusion that some publishing contracts provide for registration in the name of the author and others call for registration in the name of the publisher. Of the 24 representative contracts produced by the Authors Guild:

a. The following thirteen contracts provide for copyright registration in the name of the author, but do not provide any time period in which that registration is to occur: AG100001, AG100004, AG100044, AG100063, AG100080, AG100099, AG100102, AG100108, AG100111, AG100118, AG100186, AG100192, AG100202. These contracts do not differ materially in the allocation of rights between author and publisher from contracts which provide for copyright registration in the name of the publisher.

b. The following six contracts provide for copyright registration in the name of the publisher, but do not provide any time period in which that registration is to occur: AG100017, AG100059, AG100125, AG100143, AG100216, AG100221. These contracts do not differ materially in the allocation of rights between author and publisher from contracts which provide for copyright registration in the name of the author.

c. The following four contracts provide for copyright registration in the name of the author within 90 days of publication: AG100008, AG100024, AG100087, AG100159. These contracts do not differ materially in the allocation of rights between author and publisher from contracts which provide for copyright registration in the name of the publisher.

d. The following contract provides for copyright registration in the name of the author “promptly” following publication: AG100129. This contract does not differ materially in the allocation of rights between author and publisher from contracts which provide for copyright registration in the name of the publisher.

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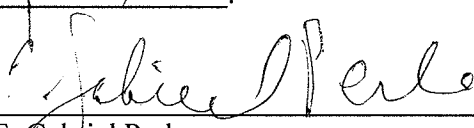
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 1, 2012, in Palm Beach, FL.



E. Gabriel Perle

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE AUTHORS GUILD, INC., Associational
Plaintiff, BETTY MILES, JOSEPH
GOULDEN, and JIM BOUTON, on behalf of
themselves and all other similarly situated,

Plaintiffs,

v.

GOOGLE INC.,

Defendant.

Civil Action No. 05 CV 8136 (DC)

ECF Case

**DECLARATION OF JOSEPH C. GRATZ
IN SUPPORT OF GOOGLE INC.'S OPPOSITION TO
PLAINTIFFS' MOTION FOR CLASS CERTIFICATION**

I, Joseph C. Gratz, declare as follows:

1. I am a member of the law firm Durie Tangri LLP, counsel for Google Inc. in this matter. I make the following declaration based on my personal knowledge and, if called upon to do so, could testify competently to the matters set forth herein

2. Attached hereto as Exhibit 1 is a true and correct copy of a screen shot for a Google Books snippet view page for Jim Bouton, *Ball Four* (J. Wiley & Sons ed. 1990), at <http://books.google.com/books?id=3cgcAQAAIAAJ&q=lawsuit>.

3. The three named plaintiffs produced some publishing contracts for their books in discovery, but more than half are lost. Plaintiff Jim Bouton testified that he lost the publishing contracts for three of the five editions of *Ball Four*. *Id.* at 54:1-24. In addition to the two contracts with respect to *Ball Four*, Mr. Bouton produced the publishing contract for one edition of *Foul Ball*. The three contracts Mr. Bouton was able to locate are attached to this declaration as Exhibit 7. In addition to *Ball Four* and *Foul Ball*, Mr. Bouton authored or co-authored *I'm Glad You Didn't Take It Personally*, *I Managed Good* and *Strike Zone*. He testified that he does not have the publishing contracts for any of these books. Bouton Dep., attached to this declaration as Exhibit 2 at 69:14-70:11, 71:10-19, 74:6-12. Mr. Bouton produced only one piece of reversion correspondence—a reversion acknowledgement letter with respect to *Foul Ball*. He did not produce reversion correspondence with respect to any of this other books.

4. Plaintiff Goulden produced a list of his seventeen published books. Goulden Dep. Ex. 2, attached to this declaration as Exhibit 4. Mr. Goulden produced only one publishing contract (for *The Dictionary of Espionage: Spookspeak Into English*) and two translation agreements. Mr. Goulden's publishing contracts are attached to this declaration as Exhibit 8. Mr. Goulden testified that he was not able to locate publishing contracts for any of his other

books. Goulden Dep., Gratz Decl. Ex. 3, at 60:12-61:8. Thus, out of seventeen publishing contracts, Mr. Goulden has only three.

5. Plaintiff Betty Miles produced a list of her out of print and uncertain status books (Miles Dep. Ex. 9, attached to this declaration as Exhibit 6) of which there are twenty-three. She identified another five books at deposition for a total of twenty-eight books. Miles Dep., Gratz Decl. Ex. 5, at 55:18-57:14. Ms. Miles produced publishing contracts (or amendments to publishing contracts) for twelve out of her twenty-eight books. (Miles' contracts are attached to this declaration as Exhibit 9.)

6. In sum, the named plaintiffs have authored a combined total of fifty-three books and have been able to locate only eighteen publishing contracts.

7. Attached hereto as Exhibit 2 are true and correct copies of excerpts taken from the December 15, 2011 Deposition of Jim Bouton in this action.

8. Attached hereto as Exhibit 3 are true and correct copies of excerpts taken from the January 6, 2012 Deposition of Joseph Goulden in this action.

9. Attached hereto as Exhibit 4 is a true and correct copy of Deposition Exhibit 2 to the January 6, 2012 Deposition of Joseph Goulden in this action and which was authenticated by Mr. Goulden at pages 56:20-57:9 of his deposition (Exhibit 3 hereto).

10. Attached hereto as Exhibit 5 are true and correct copies of excerpts taken from the January 4, 2012 Deposition of Betty Miles in this action.

11. Attached hereto as Exhibit 6 is a true and correct copy of Deposition Exhibit 9 to the January 4, 2012 Deposition of Betty Miles in this action and which was authenticated by Ms. Miles at page 55:1-20 of her deposition (Exhibit 5 hereto).

12. Attached hereto as Exhibit 7 are publishing contracts produced by Plaintiff Jim Bouton in this action.

13. Attached hereto as Exhibit 8 are publishing contracts produced by Plaintiff Joseph Goulden in this action.

14. Attached hereto as Exhibit 9 are publishing contracts produced by Plaintiff Betty Miles in this action.

15. Attached hereto as Exhibit 10 are twenty-four publishing contracts produced in redacted form by Plaintiff The Authors Guild on January 26, 2012 and uniquely numbered AGI00001 through AGI00224. The Authors Guild, by its counsel Michael Boni, has represented to me that these contracts reflect a representative sample of the many publishing contracts in the possession of The Authors Guild.

16. Attached hereto as Exhibit 11 are true and correct screen shots of Google Books snippet view pages for:

a. Michael Crichton, *Jurassic Park* (Ballantine ed. 1997), at <http://books.google.com/books?id=O8XZAAAAMAAJ&q=dna>;

b. Henry Melville Dowsett, *Handbook of Technical Instruction for Wireless Telegraphists* (1945), at <http://books.google.com/books?id=73EEAAAAMAAJ&dq=Handbook+of+Technical+Instruction+for+Wireless+Telegraphists>; and

c. William Webster Barron, et al., *2 Federal Practice and Procedure* (1960), at [http://books.google.com/books?id=DoI_AAAAIAAJ&q="federal+practice+and+procedure"](http://books.google.com/books?id=DoI_AAAAIAAJ&q=).

17. Attached hereto as Exhibit 12 is a true and correct screen shot of the Google Books snippet view page for Samuel M. Selby, *Standard Mathematical Tables* (1975), at <http://books.google.com/books?id=tqs6cq4s3uMC&q=1337>

18. Attached hereto as Exhibit 13 is a true and correct copy of Circular 23 published by the United States Copyright Office, *available at* <http://www.copyright.gov/circs/circ23.pdf>.

19. Attached hereto as Exhibit 14 is a true and correct copy of an excerpt from 20 *Catalog of Copyright Entries: Third Series* (Jan.-June 1966).

20. Attached hereto as Exhibit 15 are true and correct copies of copyright registration nos. A 330604, A 619840 and A 809473 produced by Plaintiff Betty Miles in this litigation.

21. Attached hereto for the convenience of the Court as Exhibit 16 is a true and correct copy of the district court decision in *WB Music Corp. v. Rykodisc, Inc.*, No. Civ.A.94-2902, 1995 WL 631690 (E.D. Pa. Oct. 26, 1995) which was downloaded from the court PACER system.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on February 8, 2012, in San Francisco, California.

/s/ Joseph C. Gratz
Joseph C. Gratz

EXHIBIT 1

Google books



Advanced Book Search

Books

Add to my library

Write review



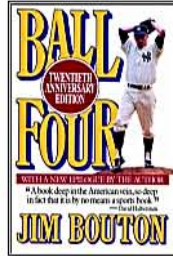
GET PRINT BOOK

Ball four

No eBook available

- Amazon.com - \$10.63
- Barnes&Noble.com - \$7.91
- Books-A-Million - \$10.63
- IndieBound

Find in a library
All sellers »



7 0

Jim Bouton, Leonard Shecter

★★★★★

153 Reviews

John Wiley & Sons, Jul 12, 1990 - Sports & Recreation - 504 pages

Twentieth-anniversary edition of a baseball classic, with a new epilogue by Jim Bouton.

When first published in 1970, Ball Four stunned the sports world. The commissioner, executives, and players were shocked. Sportswriters called author Jim Bouton a traitor and "social leper." Baseball commissioner Bowie Kuhn tried to



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2 pages matching lawsuit in this book

Page 447

ADMINS SUCH BOSTON AND JOE DURING STAMP WARE DOGS FOR PUN-
mony." Getting the clap is nothing compared to getting clapped with
a 12-million-dollar lawsuit.

Why do ballplayers have to take drugs and have girlfriends in the
first place? This may come as a shock to some people but it's because

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The good news is that Big League Chew has had sales of \$14
million a year for the past ten years. The bad news is that Rob and I
had to file a lawsuit against the Wrigley Company in order the get the
royalties we had coming to us.

The good news is that we won about \$2 million in damages. The

Where's the rest of this book?

What people are saying - Write a review

It takes a stadium: will it play in Pittsfield?(Book Review ...

Editorial Review - ecnext.com

But his real contribution was the locker-room diary he kept that was published in 1970 as **Ball Four**, which more recently the New York Public Library named ... [Read full review](#)

Review: Ball Four

User Review ★★★★★ - Joe Gutowski - Goodreads

As an aspiring baseball historian who's read a number of present-day books, Bouton's book doesn't come off as earth-shattering or all that revolutionary in comparison to what gets revealed in other ... [Read full review](#)

It takes a stadium: will it play in Pittsfield?(Book Review ...

Editorial Review - ecnext.com

But his real contribution was the locker-room diary he kept that was published in 1970 as **Ball Four**, which more recently the New York Public Library named ... [Read full review](#)

All 153 reviews »

User ratings



Related books

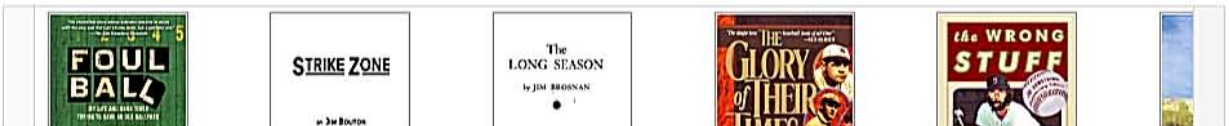


EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-----X
THE AUTHORS GUILD, INC., et al.,

PLAINTIFFS,

-against- Case No:
05CV8136 (DC)

GOOGLE INC.,
DEFENDANT.
-----X

DATE: December 15, 2011
TIME: 1:00 P.M.

DEPOSITION of a Witness, JIM BOUTON, on behalf of the Plaintiffs, taken by the Defendants, pursuant to a Notice and to the Federal Rules of Civil Procedure, held at the offices of MILBERG, LLP, One Pennsylvania Plaza, New York, New York 10119, before Deborah Garzaniti, a Notary Public of the State of New York.

1 JIM BOUTON, called as a witness, having been
2 first duly sworn by a Notary Public of the State of New
3 York, was examined and testified as follows:

4 EXAMINATION BY
5 MS. DURIE:

6 Q. Please state your name for the record.

7 A. Jim Bouton.

8 Q. What is your address?

9 A. Care of Boni & Zack, LLC, 15 St. Asaphs
10 Road, Bala Cynwyd, Pennsylvania 19004.

11 Q. Good afternoon.

12 A. Good afternoon.

13 Q. You understand that you are here giving a
14 deposition in a case that has been brought against
15 Google?

16 A. Yes.

17 Q. What is that case about?

18 A. It is about whether Google has the right
19 to copy and disseminate copyrighted books.

20 Q. When you say "whether Google has the
21 right to disseminate copyrighted books," what do you
22 mean by disseminate?

23 A. Well, I am not sure. Let's leave it that
24 they are violating copyrights.

25 Q. Do you have an understanding as to how it

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2
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6

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10

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Attorneys for the Defendant
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San Francisco, California 94111
13 BY: DARALYN J. DURIE, ESQ.
BY: JOSEPH C. GRATZ, ESQ.
14
15
16

* * *

17
18
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21
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25

1 is that Google is violating copyrights, in your opinion?

2 A. Well, they are simply copying them. They
3 don't have the right to copy copyrighted materials.

4 Q. So is your primary contention in this
5 case that Google is violating copyright laws by making
6 electronic copyright works?

7 MR. BONI: Objection to the form. If you can
8 answer, answer the question.

9 A. Repeat it again.

10 Q. Sure.

11 Is your primary contention in this case that
12 Google is violating the copyright laws by making an
13 electronic copy of copyright works?

14 A. That is certainly one of them.

15 Q. What else is it about Google's conduct
16 that you believe is violating the copyright laws, in
17 addition to making electronic copy?

18 A. That they are using this material, making
19 it available for other people, making digital copies for
20 libraries, putting pieces of it on the Internet, using
21 excerpts from the book in order to make advertising
22 money. They never called me and asked if they could do
23 that, never offered me any money to use my books in a
24 way that allowed them to make money.

25 Q. I want to ask you about each of those

Page 17

1 all of the ways that they could possibly be making
 2 money. They do not have the right to do that and they
 3 did not get the right from me to do that. So I don't
 4 know what is possible. I don't know what is possible
 5 down the road.
 6 Q. In terms of the conduct by Google of
 7 which you are actually aware, is there any conduct that
 8 you are challenging, again, other than making and
 9 retaining the digital copy, giving a digital copy to the
 10 library and displaying the cover of the book and quotes
 11 from the book in response to searches?
 12 A. Do I have any other complaint beyond
 13 that?
 14 Q. Yes.
 15 A. Yes. The larger issue of them having it
 16 in the first place.
 17 Q. That is?
 18 A. And the potential for that, I can't
 19 imagine.
 20 Q. That is what I intended to cover in the
 21 first of my three things. The first thing was making
 22 and retaining the digital copy, having a digital copy in
 23 the first place, giving that digital copy to the library
 24 and then displaying the cover and quotes of the book in
 25 the response search results, other than those three

Page 18

1 things, is there anything else that you challenge?
 2 A. Well, I am challenging on behalf of the
 3 class that I am a member of.
 4 Q. Understood.
 5 A. Okay.
 6 Q. But as a representative of the class that
 7 you are here on behalf of, is there any other conduct
 8 that you are challenging?
 9 A. I don't think so.
 10 Q. Now, what is it that you want the Court
 11 to do in response to this lawsuit?
 12 A. I want the Court to realize that these
 13 are copyrighted materials and that Google has violated
 14 that copyright by making copies of these books, that is
 15 one.
 16 Q. Are you asking the Court for money on
 17 behalf of the class?
 18 A. Yes.
 19 Q. Do you have an understanding as to how
 20 much money you are asking?
 21 A. Yes, \$750 per book.
 22 Q. Are you also asking the Court to order
 23 Google to shut down the portion of Google Books that
 24 shows quotes from those books in response to a search?
 25 A. I don't know if that is the proper remedy

Page 19

1 for that, so.
 2 Q. Would you want the Court to shut down
 3 that feature in Google Books?
 4 A. If it is part of what Google needs to do
 5 in order to avoid copyright violations, yes.
 6 Q. Do you have a view that Google would need
 7 to shut down the part of Google Books that allows for
 8 quotes from books to be displayed in order not to be
 9 violating copyright?
 10 A. As far as I am concerned, they violated
 11 the copyright if they have done nothing with it.
 12 Q. I understand that.
 13 A. So then it would follow that. I am also
 14 against them using that digital copy in any way that
 15 they want. So I am against them using it in the way
 16 they used it. I am against them using, having a copy in
 17 the first place.
 18 Q. Do you think first it would benefit you
 19 personally for the portion of Google Books that displays
 20 quotes from the books in response to search results to
 21 be shut down?
 22 MR. BONI: Object to the form.
 23 A. I don't know if that is the best
 24 solution. I don't know.
 25 Q. Do you have any other solution?

Page 20

1 A. No.
 2 Q. Do you think it would impose any cost on
 3 you if Google were to shut down the portion of Google
 4 Books that displays quotes in response to search
 5 results?
 6 MR. BONI: Objection to the form.
 7 A. Would it have?
 8 Q. Would that impose any cost on you?
 9 A. I don't think so.
 10 Q. Do you think that would impose any cost
 11 on any member of the class?
 12 MR. BONI: I am sorry. What would impose?
 13 Q. Do you think it would impose a cost on
 14 any member of the class for Google to shut down the
 15 portion of Google Books that displays quotes in response
 16 to search requests?
 17 MR. BONI: Objection to form.
 18 A. It might, but I think in the larger issue
 19 of copyright protection, I think the most important
 20 thing is to establish the fact that authors have written
 21 these books have protected them for -- protected these
 22 through copyright and if Google wants to do something,
 23 like display the cover or something, that they need to
 24 get the permission of the copyright holders.
 25 Q. Do you believe that Google does need to

Page 21

1 get the permission of the copyright holder in order to
 2 display the cover of the books?
 3 A. I am not sure how I feel about that, but
 4 I do believe that they do not have the right to make a
 5 digital copy and then use that in a way for them to make
 6 money.
 7 Q. Now, you referenced the fact that maybe
 8 some members of the class would incur costs if Google
 9 shut down the portion of Google Books that displays
 10 quotes in response to search results; is that right?
 11 MR. BONI: Object to the form. It
 12 mischaracterizes the testimony.
 13 Q. Is that right?
 14 A. I am sorry. Would you repeat it again.
 15 Q. Did you testify that some members of the
 16 class might incur costs if Google were required to shut
 17 down the portion of Google Books that displays quotes in
 18 response to search requests?
 19 A. I have no idea.
 20 Q. Have you done anything to ascertain the
 21 views of other class members on that question?
 22 A. On that question?
 23 Q. Yes.
 24 A. No, but I am very aware from speaking
 25 with other authors that they are against making digital

Page 22

1 copies of their work.
 2 Q. Do you think that all authors are against
 3 Google making digital copies of their works?
 4 A. I would guess that.
 5 MR. BONI: Don't guess. Just say what you
 6 know, Jim. She doesn't want your guesses.
 7 A. I don't know all of the authors.
 8 Q. Have you ever spoken with anyone who
 9 expressed the view that it was to their benefit as an
 10 author to have their books and quotes from those books
 11 included in Google search results?
 12 A. No.
 13 Q. Do you sometimes use Google to search for
 14 products that you want to buy?
 15 A. Yes.
 16 Q. Do you know whether some people use
 17 Google Books to search for books that they want to buy?
 18 A. I don't know that for a fact.
 19 Q. Would you expect that that is the case?
 20 A. That they search Google to find out where
 21 they can find a book?
 22 Q. Yes.
 23 A. Yes.
 24 Q. Do you know whether anyone has ever used
 25 Google Books to search for and purchase one of your

Page 23

1 books?
 2 A. I don't know if anyone has done that, no.
 3 Q. You don't know one way or the other?
 4 A. I don't know one way or the other.
 5 Q. Do you know whether you derived any
 6 economic benefit from purchasers of your book using the
 7 Google book service in order to find copies of your
 8 books that they can buy?
 9 A. I am not aware of any of that.
 10 MR. BONI: Can I put something on the record?
 11 I just completely forgot to put something on the record.
 12 MS. DURIE: Sure.
 13 MR. BONI: We request and hope to stipulate
 14 that the entirety of the transcript for the 30-day
 15 period in which we have to review it be on the
 16 confidential record.
 17 MS. DURIE: That's fine.
 18 MR. BONI: We appreciate it. That's fine.
 19 Q. When did you first learn about this
 20 lawsuit?
 21 A. I know there are several lawsuits. I
 22 know that from simply reading the newspapers.
 23 Q. In how many of those lawsuits are you
 24 involved?
 25 A. I am involved in this one.

Page 24

1 Q. Do you have any involvement in any other
 2 lawsuits relating to Google?
 3 A. No.
 4 Q. Let's focus --
 5 A. Other than being part of a group.
 6 Q. Other than being a potential member of a
 7 class, is that what you are saying?
 8 A. Yes.
 9 Q. All of my questions in this case are
 10 going to be directed to this lawsuit, unless I specify a
 11 different lawsuit.
 12 A. Okay.
 13 Q. That the questions relate to. So when
 14 did you first learn about this lawsuit?
 15 A. I learned about it from Mike Boni, who
 16 was an agent for a digital or electronic version,
 17 audible version of my books, and he was helping me as an
 18 agent for the best way to market that and we were
 19 talking about the lawsuits, the lawsuit by the Authors
 20 Guild and that there was a separate, but part of that
 21 lawsuit, and would I be interested in being part of it.
 22 Q. I want to focus my question on the period
 23 of time before you decided to become a Plaintiff in this
 24 case. What did Mr. Boni tell you about the lawsuit
 25 during that period of time?

Page 29	Page 31
<p>1 Do you think that you have suffered any 2 economic harm from the display of any quotes from your 3 books in Google Books? 4 A. I don't know. 5 Q. Do you know whether any other members of 6 the class have suffered any economic harm as a result of 7 the display of quotes from their books in Goggle Books? 8 A. I don't know if they have or not. 9 Q. Let me just caution you. We are speaking 10 over each other a little bit, which is a normal thing to 11 do in every day conversation. It makes it hard for the 12 Court Reporter because she is trying to take it down. 13 Even though you may know what I am going to say and what 14 my question is, it will help her out a lot if you wait 15 for me to finish speaking before you give your answer. 16 A. Got it. 17 Q. Very good. 18 Do you have an understanding that some 19 members of the class are academics who are also authors? 20 A. I assume some of them are. 21 Q. Do you have a view as to whether the 22 ability to use Google Books to conduct searches is a 23 benefit to those academic authors? 24 MR. BONI: Object to the form. Can we get a 25 working definition of academics and then can we get some</p>	<p>1 to Google? 2 MR. BONI: I object to the form. 3 A. My goal here is to be part of and 4 represent a group of authors who may not want to make 5 that phone call that you were talking about by 6 themselves. 7 Q. Why is it that someone would not want to 8 make that phone call by themselves? 9 MR. BONI: Object to the form. 10 A. Time consuming, the odds of getting any 11 relief can be pretty remote. 12 Q. When you say the odds of getting relief 13 would be pretty remote, do you think if you were to make 14 a request to Goggle to remove your work from Google 15 Books that they would not comply? 16 A. Do you mean, when you say "Google Books," 17 you mean destroy the copy that they have made and 18 retrieve the copy that they have given to libraries? 19 Q. Let me break it down for you. 20 First of all, have you ever asked Google to 21 stop displaying quotations from your books? 22 A. No. 23 Q. Do you think if you were to ask Google to 24 stop displaying quotations from your books, that it 25 would comply?</p>
Page 30	Page 32
<p>1 understanding of whether you mean as class member or as 2 researchers using Google. 3 Q. Let me ask you this question. 4 You have a general understanding that there 5 are academic authors who may be professors, for example, 6 who are members of the class; right? 7 A. Yes. 8 Q. Let's take those professors as our 9 working example. Do you have a view as to whether 10 professors, who are themselves are also authors and, 11 therefore, members of the class, derive a benefit from 12 the use of Google Books? 13 A. I don't know if they do or not. 14 Q. Have you asked Google to remove any of 15 your books from Google Books? 16 A. No. 17 Q. Why not? 18 A. It just seemed like a lone futile 19 objection and I couldn't do it by myself. 20 Q. What is it that you couldn't do by 21 yourself? 22 A. Get the attention of somebody at Google 23 to listen to my concerns. 24 Q. So is it fair to say that one of your 25 objectives in bringing this lawsuit is to send a message</p>	<p>1 A. I have no idea. 2 Q. Do you have a view as to how time 3 consuming it would be to make that request? 4 A. Do I have an idea how time consuming it 5 would be to have me make the request or get a response? 6 Q. No, make the request. 7 A. I don't know how time consuming it would 8 be. I am not even sure what the procedure would be to 9 do that. 10 Q. Have you ever investigated how to make a 11 request to Google to remove the display of quotes from 12 any of your books from Google Books? 13 A. I haven't investigated how to do that. 14 Q. What do you understand your role in this 15 case to be as a class representative? 16 A. Simply to represent the class. 17 Q. Do you have an understanding as to what 18 your job is in representing the class? 19 A. Yes, to be an example of the group. 20 Q. What have you done so far in your 21 capacity as a class representative in this case? 22 A. I have read all of the materials and if a 23 class member were to question me, I think I can give 24 pretty good answers about the lawsuit, what it is about, 25 so I see my role here as, at this stage, an educator.</p>

Page 33

1 Q. An educator of the class members?
 2 A. No, an educator as to what is being
 3 sought here for the benefit of other class members when
 4 they want to know what the lawsuit is about.
 5 Q. When you say your role here as an
 6 educator, who are you educating?
 7 A. Other class members.
 8 Q. So you see part of your role as educating
 9 other class members about what the lawsuit is about?
 10 A. Yes, if they were to call me up,
 11 contacted me.
 12 Q. You said that you have reviewed all of
 13 the materials. What are the materials that you
 14 reviewed?
 15 A. Well, of course all of the documents that
 16 come from my own files for one thing and I reviewed the
 17 Complaint.
 18 Q. Are there any other materials that you
 19 reviewed?
 20 A. There may be, but I might not know
 21 offhand the legal term for the document. I have seen a
 22 number of documents.
 23 Q. Are they documents that were filed with
 24 the Court?
 25 A. I think so, yes.

Page 34

1 Q. To your understanding, who is responsible
 2 for making decisions about the case?
 3 A. The lawyers.
 4 Q. Do you have any role in that process?
 5 A. In terms of crafting the case? Would you
 6 repeat the question.
 7 Q. Do you have any role in making any
 8 decisions about the case?
 9 A. I might have. I might have inadvertently
 10 in conversations about it. I don't know to what extent
 11 the case was shaped or reshaped based upon my thoughts.
 12 Probably not much. I don't know.
 13 MR. BONI: I think she is asking in the
 14 present tense.
 15 Q. Let me ask. Other than comments that you
 16 may have made inadvertently, as you put it, do you
 17 understand yourself to have any other role with respect
 18 to decision-making in the case?
 19 A. I can't think of any at the moment.
 20 Q. Do you have, and this a yes or no
 21 question at the moment, do you have a written agreement
 22 with the Boni & Zack law firm regarding your
 23 participation in the case?
 24 A. No.
 25 Q. Do you have any understanding as to

Page 35

1 whether you will receive any payment as a result of your
 2 participation in the case, other than your share of the
 3 payments that are made to other class members?
 4 A. No, I don't think so. Maybe travel
 5 expenses, but I am not sure. I am not in it for that.
 6 Q. You mentioned that Mr. Boni is your
 7 agent, your literary agent for at least some purposes;
 8 is that right?
 9 A. Yes.
 10 Q. How long have you and Mr. Boni known each
 11 other?
 12 A. I would say Mike might know a little
 13 better than I do. At least a year, about that.
 14 Q. How was it that you came to retain them
 15 as a literary agent?
 16 A. I am not sure what the initial contact,
 17 what the subject was.
 18 Q. Do you have any recollection as to how he
 19 was introduced to you?
 20 A. See, I am trying to think. I can't
 21 recall whether somebody made the recommendation or
 22 whether it came inadvertently in some other matter.
 23 MR. BONI: It is very simple. We can get it
 24 on the record. It is not a memory test, but it is your
 25 deposition. It has to do with the claims process, okay.

Page 36

1 He called me to help with the claims process in the
 2 settlement.
 3 MS. DURIE: Okay.
 4 Q. Is that consistent with your
 5 recollection?
 6 A. Yes, that's right.
 7 MS. DURIE: Let me have marked as Bouton
 8 Exhibit 1 a copy of an agreement dated September 1,
 9 2011, signed by Jim Bouton and Michael Boni.
 10 (Whereupon, the aforementioned document was
 11 marked as Bouton Exhibit 1 for identification as of this
 12 date by the Reporter.)
 13 MR. BONI: Off the record.
 14 (Whereupon, an off-the-record discussion was
 15 held.)
 16 (Whereupon, a short recess was taken.)
 17 Q. Mr. Bouton, do you recognize what has
 18 been marked as Exhibit 1?
 19 A. Yes.
 20 Q. Is Exhibit 1 an agreement that you
 21 entered into with RosettaBooks regarding an e-book
 22 version of two of your works?
 23 A. Yes.
 24 Q. And Mr. Boni acted as your literary agent
 25 in connection with the execution of this agreement; is

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1 that right?

2 A. Right, right.

3 Q. And in consideration for that work, there

4 is a split of payments that will be received from

5 RosettaBooks for any sales of your works; is that right?

6 A. Yes.

7 Q. You get 90 percent and Mr. Boni gets ten

8 percent; is that right?

9 A. Right.

10 Q. Are any of your works currently available

11 in e-book format?

12 A. No.

13 Q. Why is that?

14 A. It is a relatively new thing. The

15 thinking was to wait and see what happened in the e-book

16 market, whether it was -- I have other things going on

17 in my life besides my books, so this wasn't a top

18 priority.

19 Q. Is there any reason that e-book versions

20 of your works are not currently available, other than

21 that it has not been a priority of yours?

22 A. No. Speaking of agreements, I think

23 there is also an agreement that we got on retention,

24 whether I get any money from this. Didn't you ask that

25 question earlier?

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1 Q. Can you explain?

2 MR. BONI: He is correcting the record about

3 the retention agreement.

4 Q. I see. So I asked you a question about

5 whether you were getting any payment in your capacity as

6 a class representative separate and apart from

7 distributions that would be made to the class as a

8 whole. Did you want to supplement that answer?

9 A. As I understand, there is no contract in

10 terms of the amounts, but as I understand it, the judge

11 could decide that my role here is worth some kind of

12 compensation, but as I understand it, it is nominal.

13 MR. BONI: You asked the question whether

14 there was a written retention agreement. We don't want

15 the record to be left unsaid. There is a written

16 retention agreement. You can ask about that. The

17 Witness didn't remember it.

18 MS. DURIE: Okay.

19 Q. Have you signed a written retainer

20 agreement with the Boni & Zack firm?

21 A. I think so.

22 Q. Do you have any recollection of signing

23 that?

24 A. Yes.

25 Q. Do you know when you signed it?

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1 A. I would say probably about a month ago,

2 give or take a couple of weeks.

3 MR. BONI: Longer than that.

4 MS. DURIE: You are not the witness.

5 MR. BONI: If you can't remember --

6 A. The retention agreement to serve as the

7 class Plaintiff.

8 MR. BONI: If you don't know, you say you

9 don't know or you don't recall when.

10 A. I don't recall when.

11 Q. Is it your best recollection that it was

12 within the last few weeks?

13 A. Further back than that.

14 Q. Mr. Boni negotiated this contract with

15 RosettaBooks on your behalf; is that right?

16 A. Yes.

17 Q. In addition to negotiating this contract,

18 has Mr. Boni assisted you with launch promotion-type

19 activities?

20 MR. BONI: I am sorry. With what?

21 Q. Launch professional activities?

22 A. No.

23 Q. Or with the publicizing of any of your

24 works?

25 A. No.

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1 MS. DURIE: Let me have marked as the next

2 exhibit an e-mail string, at the top of which is dated

3 Monday, September 19, 2011.

4 (Whereupon, the aforementioned document was

5 marked as Bouton Exhibit 2 for identification as of this

6 date by the Reporter.)

7 Q. Is your personal e-mail address

8 bout56@aol.com?

9 A. Yes.

10 Q. This e-mail string, as most e-mail

11 strings, actually starts at the bottom and works its way

12 up. If you turn to the second page, you will see there

13 is a Google alert that was e-mailed to you on

14 September 19th.

15 A. Yes.

16 Q. Have you signed up for a Google service

17 that alerts you whenever something pops up with your

18 name on it?

19 A. Yes.

20 Q. Why have you done that?

21 A. Just to be aware of what people are

22 saying about me, thinking about me.

23 Q. Have you found it helpful to be able to

24 get this type of digest with a little bit of text around

25 your name?

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1 A. Yes.
 2 Q. And the little quote that appeared here
 3 in this Google alert that was sent to you was from
 4 something on NPR; is that right?
 5 A. Yes.
 6 Q. Then if you look at the first page of
 7 what has been marked as Exhibit 2, you see there is the
 8 e-mail at the top makes a reference to doing things as
 9 part of Ball Four launch promotion?
 10 A. Yes.
 11 Q. This is the launch promotion for the
 12 launch of an e-book version of Ball Four?
 13 A. Yes.
 14 Q. Was Mr. Boni involved in working with
 15 RosettaBooks on that launch promotion?
 16 A. No. This is really -- this is between
 17 Arthur Klebanoff and myself. I don't think Mike was
 18 involved in this at all, except for the fact that I
 19 copied him on it just to keep him up-to-date.
 20 MS. DURIE: Let me have marked as the next
 21 exhibit another e-mail string also dated September 19,
 22 2011.
 23 (Whereupon, the aforementioned document was
 24 marked as Bouton Exhibit 3 for identification as of this
 25 date by the Reporter.)

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1 Q. You will see, Mr. Bouton, the string
 2 starts with the Google alert, but there is not a
 3 different e-mail chain that follows from that. Do you
 4 see that?
 5 A. Yes.
 6 Q. In the middle on the first page there is
 7 an e-mail exchange between Mr. Boni and yourself about
 8 the possibility of your writing a foreword regarding
 9 Ball Four; is that right?
 10 A. Yes.
 11 Q. Does that refresh your recollection that
 12 Mr. Boni had some involvement in working with you on
 13 publicizing the intended e-book launch of Ball Four?
 14 MR. BONI: Object to the form. It
 15 mischaracterizes the earlier testimony. If you can
 16 answer.
 17 A. Yes, but even here, I am really
 18 communicating with Klebanoff through Mike, but this
 19 issue is dealing with the launch of the book and had to
 20 do with a conversation between Klebanoff and myself.
 21 Mike Boni was not involved in launching the book or
 22 promoting it. He is saying "Art asked me to request
 23 that you write a foreword."
 24 Q. Was Mr. Boni involved in the
 25 conversations about trying to determine what the likely

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1 revenue stream from an e-book version of Ball Four would
 2 be?
 3 A. He was involved in the extent that some
 4 of my questions for Art Klebanoff went through Mike
 5 Boni, that they were really not questions being asked of
 6 Mike Boni, they were being asked of Klebanoff. Mike
 7 Boni was simply, at that stage, forwarding my request
 8 for revenue information.
 9 Q. Was Mr. Boni acting as a go-between
 10 between yourself and Mr. Klebanoff and representing your
 11 interests in those conversations?
 12 A. He was doing what an agent does.
 13 Q. Did you ever have any conversations with
 14 Mr. Boni regarding the e-book versions of your book,
 15 other than in his capacity as your agent?
 16 I will ask it again. Did you ever have any
 17 conversations with Mr. Boni relating to e-book versions
 18 of your books where Mr. Boni was not acting in his
 19 capacity as your literary agent?
 20 A. No.
 21 MS. DURIE: Let me have marked as the next
 22 exhibit an e-mail dated November 10, 2011.
 23 (Whereupon, the aforementioned document was
 24 marked as Bouton Exhibit 4 for identification as of this
 25 date by the Reporter.)

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1 Q. The Court Reporter has put in front of
 2 you what has been marked as Exhibit 4. Do you recognize
 3 this as an e-mail between yourself and Fran Janosco that
 4 was then forwarded to Mr. Boni?
 5 A. Yes, I see that.
 6 Q. And the e-mail exchange that you had with
 7 Fran Janosco related to costs associated with the e-book
 8 project; is that right?
 9 A. Yes.
 10 Q. The cost was relating to what the cover
 11 would look like?
 12 A. No.
 13 Q. What were they relating to?
 14 A. They were relating to the cost of getting
 15 digital or a -- I am trying to figure out what the word
 16 is. Something that would allow a hard copy to be
 17 transferred in a state that could then make it a digital
 18 copy.
 19 Q. You forwarded this e-mail exchange to Mr.
 20 Boni; is that right?
 21 A. Yes, it looks like it.
 22 Q. Were you sending it to Mr. Boni in his
 23 capacity as your literary agent?
 24 A. Yes.
 25 Q. What was it that you told Mr. Boni in

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1 litigation?
 2 A. No.
 3 Q. Why not?
 4 A. I couldn't find it.
 5 Q. How many different publishing contracts
 6 have you signed for Ball Four?
 7 A. Well, there is the original version which
 8 was published by World Publishing and they went out of
 9 business in a few years, and that was in 1970. In 1980,
 10 I wanted to do an update to the book and I signed a
 11 contract with Stein & Day, then they went out of
 12 business. In 1990, I wanted to do an update to the book
 13 again and that was this one here, with Macmillan. So
 14 the two previous contracts were with companies that both
 15 went out of business.
 16 Q. Are those the only three editions of your
 17 book of Ball Four that have been published?
 18 A. No. Then the fourth edition, which came
 19 out in 2000, called Ball Four The Final Pitch, that was
 20 originally published by -- I can't think of the name of
 21 the publisher. A very small publisher. Sports
 22 Publishing, something like that, then I retained the
 23 rights to that, then published Ball Four The Final Pitch
 24 under my own imprint, Bulldog Publishing. So I was the
 25 publisher of the Ball Four The Final Pitch.

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1 Q. You no longer have a copy of the first
 2 publishing contract that you entered into for Ball Four;
 3 is that correct?
 4 A. Yes.
 5 Q. Is it likewise the case that you no
 6 longer have a copy of the second publishing contract
 7 that you entered into for Ball Four?
 8 A. Yes.
 9 Q. Now, with respect to the fourth edition
 10 of Ball Four, Ball Four The Final Pitch, did you
 11 originally enter into a publishing contract for that?
 12 A. Yes.
 13 Q. Do you have a copy of that publishing
 14 contract?
 15 A. No.
 16 Q. Have you made any effort to locate those
 17 publishing contracts?
 18 A. Yes.
 19 Q. What have you done as part of that
 20 effort?
 21 A. Turned my basement upside down.
 22 Q. So I take it we can conclude that they
 23 are well and truly lost?
 24 A. Yes.
 25 Q. Have you made any effort to determine

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1 whether any of those publishing contracts are available
 2 from other sources, recognizing that some of the
 3 publishing companies are no longer in existence?
 4 A. I have no idea whether anybody has got
 5 those contracts.
 6 Q. When you negotiated the original
 7 publishing contract for Ball Four, were you provided
 8 with a form contract from the publishing company at the
 9 outset of those negotiations?
 10 MR. BONI: Do you know what a form contract
 11 is?
 12 THE WITNESS: A standard contract.
 13 MR. BONI: Yes.
 14 A. Yes.
 15 Q. Did you negotiate any changes to that
 16 standard contract with respect to the original edition
 17 of Ball Four?
 18 A. I don't recall.
 19 Q. Do you recall any of the provisions of
 20 that original publishing contract for Ball Four?
 21 A. Beyond their right to publish a book?
 22 Q. Correct.
 23 A. I can't think of any specific provisions
 24 one way or the other.
 25 Q. Turning to the second contract that you

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1 entered into, when you negotiated that second contract
 2 for Ball Four, did those negotiations likewise start
 3 with your being provided a standard contract by the
 4 publishing house?
 5 A. I don't recall, but probably.
 6 Q. Is it possible that the negotiations
 7 started with your providing the draft publishing
 8 agreement?
 9 A. I don't think so.
 10 Q. Do you know whether you negotiated any
 11 changes to the standard publishing contract in
 12 connection with your negotiations over the second
 13 edition of Ball Four?
 14 A. I don't recall. I may have.
 15 Q. Do you recall any of the terms of that
 16 second contract?
 17 A. No.
 18 Q. Let us turn now to what I understand to
 19 be the third edition of Ball Four. That relates to the
 20 publishing contract of Exhibit 6?
 21 A. Yes.
 22 Q. With respect to Exhibit 6, these
 23 negotiations began with you being provided a copy of the
 24 standard Macmillan Publishing Company contract; is that
 25 correct?

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1 A. Yes.
 2 Q. In this case, you did negotiate some
 3 change or editions to that standard contract; is that
 4 right?
 5 A. Yes.
 6 Q. By the time that you were negotiating
 7 this contract in September of 1989, you were a very
 8 well-known author; correct?
 9 A. Yes.
 10 Q. Do you think that you had an easier time
 11 getting Macmillan Publishing Company to alter some of
 12 its standard terms by virtue of the fact that you were a
 13 well-known author with a track record in publishing?
 14 A. I don't know what considerations they
 15 valued. My sense of it is it had to do whether they can
 16 make money selling the book and a lot less to do with
 17 whether they can get an autograph, or some other.
 18 Q. And Macmillan Publishing Company had good
 19 reasons to think that they were going to be able to make
 20 money from the book given the success of the --
 21 A. Yes.
 22 Q. If you take a look at the last page of
 23 what has been marked as Exhibit 6, you see that there is
 24 a Rider A?
 25 A. Yes.

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1 Q. Is Rider A something that you
 2 individually negotiated with Macmillan?
 3 A. Yes.
 4 Q. Rider A is not something that formed part
 5 of the standard Macmillan Publishing Agreement; is that
 6 correct?
 7 A. Right.
 8 Q. Now, as part of Rider A, the first
 9 provision in Rider A was that "It is understood and
 10 agreed that the Author retains the electronic
 11 reproduction rights (including audio cassette tapes)";
 12 is that correct?
 13 A. Yes.
 14 Q. And you negotiated that provision
 15 specifically with Macmillan; is that right?
 16 A. Yes.
 17 Q. Why did you negotiate that provision?
 18 A. Because I wanted to limit them to printed
 19 hard cover, printed version of the book, and leave the
 20 other rights to me.
 21 Q. Why was it important to you in 1989 to
 22 limit Macmillan to the printed hard cover edition of the
 23 book, as you put it?
 24 A. Because I came to understand that there
 25 were more opportunities for selling the book than simply

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1 a printed copy, printed copy of the book.
 2 Q. What opportunities, what other
 3 opportunities did you understand that there would be in
 4 1989?
 5 A. I didn't know. I didn't know, but from
 6 things I read in the newspaper, I could see that there
 7 was going to be more different ways in which a book can
 8 be published and I wasn't sure what those were. I know
 9 they would have something to do with electronics, that
 10 is why I chose that word, but I just wanted to make sure
 11 that I would retain those rights, whatever those rights
 12 turned out to be. I didn't even have anything in mind
 13 at the time.
 14 Q. Do you remember when it was that you had
 15 seen these articles or whatever else that may have been
 16 that sparked this thought that you should try to retain
 17 electronic rights for yourself?
 18 A. Well, it would have been about the time
 19 probably shortly before this contract was signed in
 20 1989.
 21 Q. When did you sign the original first
 22 publishing contract?
 23 A. In 1969.
 24 Q. Do you recall whether that contract said
 25 anything about electronic reproduction rights?

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1 A. I don't recall whether it did or not.
 2 Q. Do you remember negotiating any provision
 3 similar to Rider A that would have retained electronic
 4 reproduction rights for yourself in that original
 5 publishing contract?
 6 A. I don't recall that.
 7 Q. The same question with respect to the
 8 second contract that you signed, what was the date of
 9 the second contract that you signed for Ball Four?
 10 A. It was ten years after the first one,
 11 which was 1969, so that would have been 1979.
 12 Q. Do you recall whether the 1979 contract
 13 contained any reference to electronic reproduction
 14 rights?
 15 A. I don't recall whether it did or not.
 16 Q. Do you remember whether you negotiated
 17 any rider retaining those rights for yourself?
 18 A. I don't recall whether I did that then.
 19 I don't know whether this was the first time or whether
 20 it occurred ten years earlier, I just simply don't know.
 21 Q. When you proposed Rider A, including the
 22 revision that you would retain the electronic
 23 reproduction rights to Macmillan, do you remember what
 24 Macmillan's reaction was?
 25 A. They were reluctant to let me do this.

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1 A. I don't recall.
 2 Q. Would the same be true for the second
 3 contract that you entered into?
 4 A. Yes.
 5 Q. Would the same be true for the fourth
 6 contract that you entered into?
 7 A. The fourth one being?
 8 Q. The one that came after Macmillan then
 9 ultimately resulted in your self-publishing?
 10 A. I don't recall any verbal.
 11 Q. Are you continuing to self-publish the
 12 fourth edition of Ball Four?
 13 A. Yes.
 14 Q. Let me turn now to your book Strike Zone.
 15 A. Okay.
 16 Q. That book was published by Viking; is
 17 that right?
 18 A. Yes.
 19 Q. In 1994?
 20 A. Yes.
 21 Q. Was there a publishing contract for this
 22 book?
 23 A. Yes.
 24 Q. Do you have a copy of that publishing
 25 contract?

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1 A. If I do, I wasn't able to find it.
 2 Q. You had a co-author on Strike Zone; is
 3 that right?
 4 A. Yes.
 5 Q. Does your co-author have a copy of your
 6 publishing contract, so to speak?
 7 A. I don't know. He has passed away.
 8 Q. Do you have any recollection as to what
 9 the terms of the publishing contract for Strike Zone
 10 were?
 11 A. No.
 12 Q. Is Strike Zone currently in print?
 13 A. I believe so.
 14 Q. Do you know whether excerpts or quotes
 15 from Strike Zone appear in Google Books?
 16 A. I don't know.
 17 Q. Was the copyright for Strike Zone
 18 registered?
 19 A. I believe so.
 20 Q. What is your basis for that belief?
 21 A. That all of the books I've written, had
 22 been part of, were copyrighted.
 23 Q. Was there a copyright registration for
 24 Strike Zone within three months of its publication date?
 25 A. I believe so.

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1 Q. What is your basis for that belief?
 2 A. That it is standard practice.
 3 Q. Standard practice on the part of the
 4 publisher?
 5 A. Yes, and on my part too.
 6 Q. Do you know whether the contract, the
 7 publishing contract for Strike Zone, included any
 8 provision not regarding ownership of digital rights?
 9 A. I don't recall.
 10 Q. There is also a book called I Managed
 11 Good But Boy Did They Play Bad; is that correct?
 12 A. Yes.
 13 Q. Do you have a copy of the publishing
 14 contract for this book?
 15 A. I don't think so.
 16 Q. Have you searched for it?
 17 A. Yes.
 18 Q. You weren't able to find it?
 19 A. No, I wasn't.
 20 Q. Do you recollect what any of the terms of
 21 that publishing contract were?
 22 A. No.
 23 Q. Do you know whether it included any carve
 24 out publishing rights, carve out for digital rights?
 25 A. Yes.

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1 Q. How much of this book, I Managed Good But
 2 Boy Did They Play Bad, did you write?
 3 A. I think one chapter.
 4 Q. Are you the author of this book?
 5 A. No. It is a collection of pieces written
 6 by other authors.
 7 Q. Is there a copyright registration on I
 8 Managed Good But Boy Did They Play Bad?
 9 A. You know, I don't know.
 10 Q. Do you hold the copyright in this book, I
 11 Managed Good But Boy Did They Play Bad?
 12 A. I don't know.
 13 Q. Did you receive copyright assignments
 14 from the other contributors to this book?
 15 A. Yes, I believe so.
 16 Q. Who received royalties on the sale of
 17 this book?
 18 A. Myself and Neil Offen, O-F-F-E-N.
 19 Q. What was the royalty split between the
 20 two of you?
 21 A. I forget.
 22 Q. Do you, and I apologize if I asked you
 23 this before, do you have any recollection of any of the
 24 terms in the publishing contract for I Managed Good But
 25 Boy Did They Play Bad?

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1 A. No.
 2 Q. There also is a book called I'm Glad You
 3 Didn't Take It Personally; is that right?
 4 A. Yes.
 5 Q. Is there a copyright registration for
 6 this book?
 7 A. I believe so.
 8 Q. Who holds the copyright in this book?
 9 A. I do.
 10 Q. How much of I'm Glad You Didn't Take It
 11 Personally did you write?
 12 A. Actually all of it.
 13 Q. How much did Leonard Shecter write?
 14 A. He was my editor.
 15 Q. When you say he was your editor, he is
 16 indicated on the cover of the book as having been the
 17 editor. Is that somewhat unusual, to identify the
 18 editor as identified on the cover of the book?
 19 A. It is fairly common.
 20 Q. The copyright in I'm Glad You Didn't Take
 21 It Personally, is held by both yourself and Mr. Shecter;
 22 is that right?
 23 A. If that is what it says.
 24 Q. Do you have any reason to believe that
 25 this is not the case?

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1 A. No.
 2 Q. Why does Mr. Shecter hold the copyright
 3 in I'm Glad You Didn't Take It Personally along with
 4 yourself?
 5 A. I don't recall.
 6 Q. Do you have any recollection of any of
 7 the terms of the publishing contract for I'm Glad You
 8 Didn't Take It Personally?
 9 A. No.
 10 Q. I take it you searched for the publishing
 11 contract as well?
 12 A. Yes.
 13 Q. Do you have any recollection as to
 14 whether you engaged in any negotiations regarding the
 15 digital rights for this work?
 16 A. I don't recall.
 17 Q. Let me turn now to Foul Ball. Foul Ball
 18 is a book that you wrote; correct?
 19 A. Yes.
 20 Q. Is Foul Ball in print?
 21 A. Yes.
 22 Q. Is Foul Ball available?
 23 A. Well, wait a second. When you say "in
 24 print," I am selling copies on my website, so if that
 25 qualifies in print, it is no longer being printed by the

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1 original publisher.
 2 Q. You are self-publishing Foul Ball?
 3 A. Yes. I am sorry. The original book was
 4 Foul Ball. Now it is a self-published book. This is a
 5 follow-up to the self-published book that was published
 6 by Globe Pequot, The Lyons Press, and I have a reversion
 7 of rights. The rights have reverted to me now. I am
 8 selling this book on my website. It is the only place
 9 that it is available.
 10 Q. Do you sell only physical copies of the
 11 book on your website?
 12 A. Yes.
 13 Q. Is it the case that you only entered into
 14 one publishing contract for Foul Ball?
 15 A. Yes.
 16 Q. Are pages from Foul Ball viewable on the
 17 web?
 18 A. I don't know.
 19 Q. Do you know whether the publisher, The
 20 Lyons Press, has given permission for any pages of your
 21 book to be displayed on the web?
 22 A. I don't know.
 23 MS. DURIE: Let me have marked as the next
 24 exhibit in order a multi-page document captioned The
 25 Lyons Press.

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1 (Whereupon, the aforementioned document was
 2 marked as Bouton Exhibit 7 for identification as of this
 3 date by the Reporter.)
 4 Q. Do you recognize what has been marked as
 5 Exhibit 7 as a part of the publishing contract that you
 6 entered into with The Lyons Press for Foul Ball?
 7 A. Yes.
 8 Q. In negotiating that contract, did those
 9 negotiations begin with The Lyons Press providing you
 10 with their standard form contract?
 11 A. I believe so.
 12 Q. Did you negotiate changes to that
 13 standard form contract?
 14 A. I don't recall.
 15 Q. Turn to the last page of what has been
 16 marked as Exhibit 7. You see paragraph 21 says, "The
 17 Work, as used throughout the above agreement, shall
 18 include printed books only."
 19 A. Yes.
 20 Q. Do you know whether that is a provision
 21 that you requested?
 22 A. I don't recall.
 23 Q. After that, there is a paragraph 22 that
 24 states that "The Author reserves all rights not
 25 expressly granted to the Publisher in this Agreement,"

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1 then continues with some additional language.
 2 Do you know whether paragraph 22 is a
 3 provision that you requested be included within
 4 Exhibit 7?
 5 A. Whether paragraph 21 or 22 is something
 6 that I requested?
 7 Q. Right.
 8 A. You know, I don't remember. I don't
 9 remember on that.
 10 Q. I take it that you do not know whether
 11 full pages of Foul Ball are viewable on Google with the
 12 permission of your publisher?
 13 A. I don't know if they are on Google.
 14 Q. Are you receiving any royalties from your
 15 publisher relating to the display of any individual
 16 pages from the book?
 17 MR. BONI: From this book?
 18 MS. DURIE: Yes.
 19 A. Royalties from who?
 20 Q. From your publisher or from anyone?
 21 A. Well, I got a reversion of rights on this
 22 book. This book is no longer in print.
 23 Q. You are no longer receiving any royalties
 24 relating to Foul Ball; is that correct?
 25 A. Yes.

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1 MS. DURIE: Let me have marked as the next
 2 exhibit in order a screen shot.
 3 (Whereupon, the aforementioned document was
 4 marked as Bouton Exhibit 8 for identification as of this
 5 date by the Reporter.)
 6 A. I am familiar with this.
 7 Q. How are you familiar with this?
 8 A. I got it in front of me.
 9 Q. Fair enough.
 10 A. Generally an author can remember
 11 something that he has written if placed in front of him.
 12 Q. You are familiar with the excerpt that
 13 appears from your book?
 14 A. Yes.
 15 Q. You see what has been marked as Exhibit 8
 16 has a screen shot from Google Books. Do you see the
 17 reference to Google Books on the upper left-hand side?
 18 A. Yes, I see it.
 19 Q. I will represent to you that there is a
 20 search box with your name that has been put in it.
 21 A. Yes.
 22 Q. On the left-hand side there is a
 23 reference to your book Foul Ball?
 24 A. Yes.
 25 Q. There is a button that one can click on

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1 to get a print copy of your book. Do you see that?
 2 A. Yes.
 3 Q. In the main body of the image you see
 4 that there is an excerpt from your book?
 5 A. Yes.
 6 Q. Do you have an understanding as to
 7 whether your publisher has authorized the inclusion of
 8 Foul Ball with this preview as part of Google Books?
 9 MR. BONI: Objection to form.
 10 A. Whether the publisher?
 11 Q. Correct.
 12 A. Has?
 13 Q. Authorized?
 14 A. Authorized Google?
 15 Q. The inclusion of Foul Ball with this
 16 preview?
 17 A. I don't know whether they have or not.
 18 Q. Are you making a claim in this lawsuit
 19 for the inclusion of Foul Ball within Google Books?
 20 A. As one of the books?
 21 Q. Yes.
 22 A. Yes.
 23 Q. Were you aware today that Google was
 24 displaying full pages from Foul Ball as part of Google
 25 Books?

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1 A. No.
 2 Q. Was the copyright in Foul Ball registered
 3 within three months of its publication?
 4 A. I believe so.
 5 Q. Do you have any basis for that belief,
 6 other than your understanding, as to standard practice?
 7 A. No.
 8 Q. You understand that in this case you are
 9 representing a class of authors; is that right?
 10 A. Yes.
 11 Q. Included within that class are the
 12 authors of various different kinds of works; correct?
 13 A. Yes.
 14 Q. Included within the class are academics
 15 who write books as part of their academic
 16 responsibilities; is that correct?
 17 A. Yes, I am assuming so.
 18 Q. For example, included within the class
 19 might be a professor who writes books in an effort to
 20 get tenure; correct?
 21 A. Yes.
 22 Q. Do you feel that you are qualified to
 23 represent the perspectives of those academic authors?
 24 A. Generally speaking, with respect to the
 25 Complaint, yes.

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1 MS. DURIE: I have a couple of follow-up
 2 questions.
 3 CONTINUED EXAMINATION BY
 4 MS. DURIE:
 5 Q. To date, have you played any role in
 6 relationship to any potential settlement of this matter?
 7 A. No.
 8 Q. To date, have you played any role with
 9 respect to the direction of the lawsuit?
 10 A. No.
 11 Q. The testimony that you just gave you gave
 12 following a break during which you had the opportunity
 13 to consult with your Counsel regarding the substance of
 14 your testimony; is that right?
 15 A. Yes.
 16
 17 (Continues on next page to include jurat.)
 18
 19
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 21
 22
 23
 24
 25

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1 MS. DURIE: No further questions.
 2 MR. BONI: We are done. Thanks.
 3 (Whereupon, at 3:50 P.M., the Examination of
 4 this Witness was concluded.)
 5
 6
 7 _____
 8 JIM BOUTON
 9
 10 Subscribed and sworn to before me
 11 this ____ day of _____ 2011.
 12
 13 _____
 14 NOTARY PUBLIC
 15
 16
 17
 18
 19
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 21
 22
 23
 24
 25

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1 EXHIBITS
 2
 3 BOUTON EXHIBITS:
 4
 5 EXHIBIT EXHIBIT PAGE
 6 NUMBER DESCRIPTION
 7 1 Agreement 36
 8 2 E-mail string
 9 dated 9/19/2011 40
 10 3 E-mail string
 11 dated 9/19/2011 41
 12 4 E-mail dated 11/10/2011 43
 13 5 Image from a screen
 14 from Amazon.com 47
 15 6 Contract from Macmillan
 16 Publishing Company 52
 17 7 Multi-page document
 18 captioned The Lyons Press 76
 19 8 Screen shot from
 20 Google Books 78
 21 9 One-page document bearing
 22 a fax line 81
 23 10 Request For Payment Of
 24 Permissions Fees 83
 25

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 5 MR. BONI 88
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 23
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J. BOUTON

1 C E R T I F I C A T E

2

3 STATE OF NEW YORK)
4 COUNTY OF RICHMOND) : SS.:

5

6

7 I, DEBORAH GARZANITI, a Notary Public for and
8 within the State of New York, do hereby certify:

9 That the witness whose examination is
10 hereinbefore set forth was duly sworn and that such
11 examination is a true record of the testimony given by
12 that witness.

13 I further certify that I am not related to any
14 of the parties to this action by blood or by marriage
15 and that I am in no way interested in the outcome of
16 this matter.

17 IN WITNESS WHEREOF, I have hereunto set my hand this 19th
18 day of December 2011.

19

20

21

Deborah Garzaniti,
DEBORAH GARZANITI

22

23

24

25

A376

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718.624.7200

Errata Sheet for Jim Bouton's Deposition Transcript (December 15, 2011)

Page 5, line 7, change "paperclip" to "pay-per-click."

Page 6, line 5, change "I seen it" to "I've seen it," and line 21, change "I seen" to "I've seen."

Page 9, line 25, change "I think I seen it" to "I think I've seen it."

Page 10, line 11, change "I seen" to "I've seen," and line 16, change "they" to "they've."

Page 34, line 24, change "No" to "Yes" (having subsequently reviewed the agreement I signed in September 2011).

Page 47, line 8, change "in" to "on," and line 16, change "they" to "they've."

Page 51, line 23, change "trademark" to "copyright."

Page 57, line 17, delete "or some other."

Page 82, line 2, change "the" to "their."

Dated: January 16, 2012

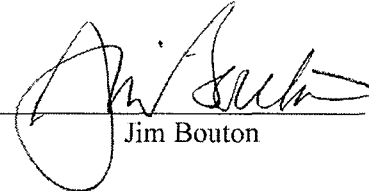

Jim Bouton

EXHIBIT 3

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE AUTHORS GUILD, et al.

Plaintiffs

Civil Action No.

vs.

1:2005cv08136

GOOGLE, INC.

Defendant

_____ /

The Deposition of JOSEPH GOULDEN was held on Friday, January 6, 2012, commencing at 12:57 p.m., at the Offices of Gore Brothers Reporting & Videoconferencing, 1025 Connecticut Avenue, N.W., Suite 1000, Farragut Square, Washington, D.C. 20036, before Christine A. Gonzalez, CSR, RPR, a Notary Public.

REPORTED BY: Christine A. Gonzalez, CSR, RPR

Page 2

1 APPEARANCES:

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10

11 ON BEHALF OF THE DEFENDANT:

12 JOSEPH C. GRATZ, ESQUIRE

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19 and

20 AMY KEATING, ESQUIRE

21 Google, Inc., General Counsel

22 1600 Amphitheatre Parkway

23 Mountain View, California 94043

24 Telephone: 650.253.1428

25 Email: amykeating@google.com

Page 4

1 PROCEEDINGS

2 Whereupon,

3 JOSEPH GOULDEN,

4 called as a witness, having been first duly sworn to

5 tell the truth, the whole truth, and nothing but the

6 truth, testified as follows:

7 EXAMINATION BY MR. GRATZ:

8 Q. Good morning, Mr. Goulden.

9 A. Morning, sir.

10 Q. Can you state your name and address for the

11 record, please?

12 A. Joseph C. Goulden, spelled G-o-u-l-d-e-n. My

13 address is 1534 29th Street, Northwest, Washington,

14 D.C., 20007.

15 MR. GRATZ: We can mark this as Goulden

16 Exhibit 1.

17 (Goulden Exhibit 1 was marked for

18 purposes of identification.)

19 BY MR. GRATZ:

20 Q. Mr. Goulden, you're here today because you're

21 the plaintiff in a lawsuit; is that right?

22 A. Correct.

23 Q. You're here today pursuant to what's placed in

24 front of you and marked as Exhibit 1, which is a

25 deposition notice; is that right?

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2 Deposition of JOSEPH GOULDEN

3 January 6, 2011

4

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6 Mr. Gratz	5
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Page 5

1 A. Correct. Correct.

2 Q. What is this lawsuit go?

3 A. About Google's unlawful infringement of the

4 copyright in books written by me and many, many other

5 writers.

6 Q. Anything else?

7 A. I think that fairly well covers it.

8 Q. What are you asking the Court to do?

9 A. To require Google to obey the law, receive a

10 permanent injunction against further digitalization of

11 books and whatever relief the Court might decide upon.

12 Q. Are you asking for money?

13 A. \$750.

14 Q. Why are you asking for that amount of money?

15 A. That is the amount that was recommended by

16 Mr. Boni.

17 Q. Do you think that's an appropriate amount?

18 A. Because I'm trying to establish a principle,

19 yes. Pardon me. Make that, defend a principle, yes.

20 I'm not in this for the money.

21 Q. Are you asking the Court to order Google to

22 shut down the snippet view portion of the Google books

23 Website?

24 A. Yes, because they're violating copyright and

25 putting them up there using material that is mine and

Page 38

1 BY MR. GRATZ:
2 Q. Have you been harmed by Google's program of
3 scanning books?
4 A. I have no way of knowing.
5 Q. So you don't know one way or the other?
6 A. No. Let me make an addition to that. I am
7 harmed by the fact that Google sold my material, put it
8 in digital form, and gave this to other libraries. That
9 is something that took away something I owned, without
10 my permission, and gave it away for their profit.
11 Q. How has that harmed you?
12 MR. BONI: Object to form.
13 A. One must protect copyrights. That is a rule of
14 publishing. A couple times I had occasion to go to the
15 Court and defend my own copyrights.
16 BY MR. GRATZ:
17 Q. So it's a matter of principle?
18 MR. BONI: Object to form.
19 A. It's a matter primarily of principle and,
20 secondarily, a matter of financial protection.
21 BY MR. GRATZ:
22 Q. Have you been financially harmed by Google's
23 actions?
24 A. As I said, I do not know, as of yet. But with
25 the existence of this digital library, I'm nervous about

Page 39

1 it.
2 Q. Have you been financially benefited by
3 Google's action?
4 A. I don't know. Have no way of knowing.
5 Q. Have you sold additional books as a result of
6 the existence of Google books?
7 MR. BONI: Object to form.
8 A. Not that I know of.
9 BY MR. GRATZ:
10 Q. You said that you have gone to court to defend
11 your copyrights in the past?
12 A. Yes.
13 Q. What were those situations?
14 A. First was a book, my book, "The Money Lawyers."
15 Soon thereafter, an acquaintance who had reviewed that
16 book for the Washington Post told me he just read a book
17 called "The Harvard Mystique" by a man named Enrico Hank
18 Lopez, which argued, essentially, people who graduated
19 from Harvard were superior to the rest of us, and he
20 picked up -- you're a Harvard graduate?
21 Q. I am not.
22 A. He picked up large chunks of "The Superlawyers"
23 without our permission. On the advice of my agent, I
24 retained a lawyer in New York who specialized in
25 literary affairs, and we collected settlement from the

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1 author.
2 Second was a book called "Korea: The Untold
3 Story of the War." I knew a woman, a Korean-American
4 woman, in Washington who professed to have connections
5 with the South Korean publishers. And through Brandt,
6 we commissioned her to go to Seoul and try and sell
7 Korean rights to the book.
8 She gets into Seoul. The first day she's there
9 she sees leading dailies in the country having large
10 chunks of the book, even my picture in there, checks,
11 they're not a member of the Copyright Convention, game
12 over.
13 She flies back to L.A. Going through the
14 airport, she sees on a kiosk English language editions
15 of the same paper, same material. Okay. I retain a
16 lawyer in Virginia, where I resided at the time, and we
17 sued.
18 One of the first people we deposed was one of
19 the Korean publishers, and he was asked, "Mr. So-and-So,
20 do the words 'copyright' mean anything to you?" He
21 said, "Yes, yes. If you copy, you must copy right, not
22 copy wrong."
23 And shall we say the settlement talks
24 progressed fairly rapidly after that.
25 Q. Let me first ask a question about the situation

Page 41

1 with respect to "The Money Lawyers." This was a
2 situation where another book copied substantial portions
3 of your book "The Money Lawyers"?
4 A. No, "The Superlawyers."
5 Q. I'm sorry. "The Superlawyers."
6 MR. BONI: He mentioned both books in the
7 earlier response.
8 MR. GRATZ: Understood. Okay.
9 BY MR. GRATZ:
10 Q. So your first response with respect to the book
11 "The Harvard Mystique" related to your book "The
12 Superlawyers"?
13 A. Yes, correct.
14 Q. And the book "The Harvard Mystique" copied
15 substantial portions?
16 A. Yes.
17 Q. Was the copying verbatim?
18 A. It's a long time ago. In some instances, it
19 was. Some was just changed a word here or there,
20 paraphrase.
21 Q. About how much of "The Superlawyers" was
22 copied?
23 A. At this late date, I couldn't tell you.
24 Q. More than about a page?
25 A. Oh, yeah, far more than a page.

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1 A. No.
 2 Q. Why not?
 3 A. Because one writer against a multi-billion
 4 dollar corporation.
 5 Q. What efforts have you undertaken to request
 6 that your books be removed from Google books?
 7 MR. BONI: Object to form. He said he didn't.
 8 A. I was advised by Brandt when this first started
 9 brewing, "Wait, there's going to be litigation by people
 10 that can afford it, Authors Guild and perhaps
 11 publishers."
 12 BY MR. GRATZ:
 13 Q. Do you know whether Google removes books from
 14 Google books upon requests from authors?
 15 A. I have not the slightest idea.
 16 Q. If Google were to remove books from Google
 17 books upon requests from authors, would that change your
 18 view of Google's activities?
 19 MR. BONI: Object to form.
 20 A. No.
 21 BY MR. GRATZ:
 22 Q. Why not?
 23 A. Because there's still a mass of books they've
 24 already stolen that are in the digital base, and they're
 25 there.

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1 Q. And that objection would continue even though
 2 Google -- strike that.
 3 In 2011 what were your sources of income?
 4 A. My what?
 5 Q. Sources of income.
 6 A. Reviews and occasional lecture.
 7 Q. What do you mean by "reviews"?
 8 A. Book reviews for the Washington Times,
 9 Washington Lawyer magazine. And I had unearned income.
 10 Q. What unearned income is that?
 11 A. Keyhole, Social Security.
 12 Q. Anything else?
 13 A. Some occasional stock dividends.
 14 Q. Did you receive any royalty or licensing income
 15 from your books in 2011?
 16 A. No. Let me strike that. A professor in some
 17 college in the Midwest -- can't recall the name -- for
 18 years has paid an annual fee for reproduction of the
 19 portion of "The Best Years" pertaining to soap operas.
 20 I think we got a check from that guy in 2011. I think
 21 we did.
 22 Q. Is that portion of "The Best Years" titled
 23 "Birth of the Tube"?
 24 A. Yes.
 25 Q. Do you know how much was paid?

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1 A. Several hundred dollars. 250, 300, something
 2 of that nature.
 3 Q. I want to turn back for a moment to the terms
 4 of your agreement with your attorneys.
 5 A. With who?
 6 Q. With your attorneys.
 7 A. Yes, sir.
 8 Q. Do you have the independent ability to reject a
 9 proposed settlement that your attorneys believe is in
 10 the interest of the class?
 11 MR. BONI: Object to form.
 12 A. I don't know.
 13 BY MR. GRATZ:
 14 Q. Does your -- who paid your -- actually, strike
 15 that.
 16 You wouldn't have had any travel expenses
 17 coming.
 18 A. He bought lunch.
 19 MR. BONI: Subway.
 20 MR. GRATZ: We'll mark as Exhibit 2 a
 21 multi-page document titled "Books by Joseph C. Goulden,
 22 in chronological order."
 23 (Goulden Exhibit 2 was marked for
 24 purposes of identification.)
 25 BY MR. GRATZ:

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1 Q. Mr. Goulden, you have before you what's been
 2 marked as Goulden Exhibit 2. Do you recognize this
 3 document?
 4 A. Yes, I do.
 5 Q. What is it?
 6 A. A list I prepared of books I published. I
 7 misspelled "Superlawyers." The word -- the spell
 8 checker misspelled it for me. Should be one word
 9 "Superlawyers."
 10 Q. In addition to the books listed on Exhibit 2,
 11 did you write a book called "Guatemala"?
 12 A. No.
 13 Q. Did you write or contribute to a book called
 14 "The Search for the Gold of Tutankhamen"?
 15 T-u-t-a-n-k-h-a-m-u-n (sic).
 16 A. I wrote an article for The Daily Texan at
 17 University of Texas about a man who was involved in the
 18 expedition. So far as I know, that's the only time I've
 19 written about King Tut.
 20 Q. Have you written a book called "It's Better to
 21 Know the Judge Than the Law"?
 22 A. No.
 23 Q. Have you had any involvement in a book called
 24 "Whose Who Among American High School Students"?
 25 A. Who?

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1 Q. A book called "Whose Who Among American High
2 School Students."
3 A. No.
4 MR. BONI: Could be there's another Joe Goulden
5 out there.
6 BY MR. GRATZ:
7 Q. Just gotta run it down, you know.
8 And are you listed as the author of a book
9 called "The News Manipulators"?
10 A. I was co-author with two other persons.
11 Q. Is "The News Manipulators" one of the books
12 about which you are making claims in this lawsuit?
13 A. No. I think the copyright's in the name of
14 Accuracy in Media.
15 Q. How did -- strike that.
16 So it's your understanding that the material
17 that you contributed as a co-author to "The News
18 Manipulators" is not material in which you own
19 copyright?
20 A. No, I do not.
21 Q. How did Accuracy in Media come to own the
22 copyright in that material?
23 A. I was involved at the time as director of media
24 analysis for Accuracy in Media.
25 Q. And was the material that you contributed as

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1 co-author "The News Manipulators" contributed within the
2 scope of your employment at Accuracy in Media?
3 A. Yes, it was.
4 Q. Are all of your books nonfiction?
5 A. Yes.
6 Q. What is the purpose for which you wrote your
7 books?
8 MR. BONI: Object to form.
9 A. To make a living and to satisfy my long-time
10 desire to be a writer.
11 BY MR. GRATZ:
12 Q. Are your books works of journalism?
13 MR. BONI: Object to form.
14 A. No.
15 BY MR. GRATZ:
16 Q. You have written works of journalism; is that
17 right?
18 A. I was a newspaperman for ten years.
19 Q. What is the difference between your books and
20 what you consider journalism?
21 A. Journalism seems to be sort of -- it's not
22 the in-depth research that you would do for a book.
23 There's a difference between what I write and what is
24 called journalism.
25 Q. Because the depth of research, for example,
A383

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1 that goes into your book is deeper than a typical
2 journalistic --
3 A. Trying to put things in historical context,
4 explain why things happen the way they do.
5 Q. With respect to the book in which you're listed
6 for an author, other than "The News Manipulators," do
7 you own copyright in each of those books?
8 A. Yes, I do.
9 Q. Were each of those books published pursuant to
10 a publishing contract?
11 A. Yes.
12 Q. Other than the republication contract with
13 Dover for "The Dictionary of Espionage" and the
14 translation publication contract with respect to the
15 Chinese edition of the book "Korea," are you in
16 possession of any of the publishing contracts for your
17 books?
18 A. No, I'm not.
19 Q. Do you know whether copies of your publishing
20 contracts for those books exist?
21 A. The only other place they would be, would be in
22 the files of the individual publishers of our agent
23 Brandt & Hochman. They made a record search, and they
24 could not come up with any.
25 Q. So Brandt & Hochman, the literary agency with

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1 whom you're affiliated and with whom you were affiliated
2 at the time of the publication of each of these books,
3 searched their records and were unable to find
4 publishing contracts with respect to any of your books
5 other than the republication contract for "The
6 Dictionary of Espionage" and the Chinese translation
7 publication contract for the book on the Korean War?
8 A. Correct.
9 Q. Turning your attention to Exhibit 2, which is
10 in front of you, your first book was titled "The Curtis
11 Caper"; is that right?
12 A. Correct.
13 Q. That was published in 1965 by G.P. Putnam's
14 Sons?
15 A. '65, yes.
16 Q. Your second book was titled "Monopoly," and
17 published in 1968; is that right?
18 A. Right.
19 Q. Did the publication contract that you had with
20 G.P. Putnam with respect to "Monopoly" provide for
21 reversion of rights to you under certain circumstances?
22 A. Standard publishing contract calls for
23 reversion under certain conditions. I do not recall
24 what it was for "Monopoly."
25 Q. Do you know whether those conditions were

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1 satisfied with respect to "Monopoly"?

2 A. I don't know.

3 Q. So sitting here today, do you know whether or

4 not the rights to "Monopoly" have reverted to you?

5 A. We hold the copyright.

6 Q. How do you know that?

7 A. Copyright's in my name.

8 Q. As part of the publication contract for

9 "Monopoly," did you transfer copyright to your

10 publisher?

11 MR. BONI: Object to form.

12 A. I don't have the contract. I'm not gonna

13 guess.

14 BY MR. GRATZ:

15 Q. In order to answer my question, you would need

16 to look at the terms of the contract?

17 A. Yeah.

18 Q. The next book on the list is titled "Truth is

19 the First Casualty." Do you see that?

20 A. Yes.

21 Q. Was there a publishing contract with respect to

22 "Truth is the First Casualty"?

23 A. Yes, there was.

24 Q. Did it provide for reversion of rights to you

25 under certain circumstances?

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1 A. I don't know. I do know that the rights were

2 reverted to us.

3 Q. How do you know that?

4 A. Brandt told me. We were discussing a deal for

5 a movie, and he assured me we had the copyright in our

6 hands.

7 Q. When was your discussion with Mr. Brandt

8 regarding the rights for "Truth is the First Casualty"

9 that you referred to in your previous --

10 A. A couple years after the publication of the

11 book.

12 Q. So that would be in the mid-1970s?

13 A. Yes.

14 Q. Other than your conversations with Mr. Brandt

15 in the mid-1970s, do you have any other information

16 regarding whether -- or whether you own the rights to

17 "Truth is the First Casualty"?

18 A. I now own it totally, yeah.

19 Q. And you know that because Mr. Brandt told you

20 during that conversation in the mid-1970s?

21 A. Yes. And the movie never materialized, but...

22 Q. Do you have any documentation regarding the

23 facts that Mr. Brandt told you about the conversation in

24 the mid-1970s?

25 A. No, I do not.

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1 Q. The next book on the list is titled "The Money

2 Givers" published in 1970 by Random House. Was there a

3 publishing contract with respect to "The Money Givers"?

4 A. Yes, sir, there was.

5 Q. Did it provide for reversion of rights to you

6 upon occurrence of --

7 A. Same answer. I don't recall because I don't

8 have the contract.

9 Q. And do you currently own the rights to "The

10 Money Givers"?

11 A. I don't know.

12 Q. The next book on the list is "The

13 Superlawyers." Was there a publishing contract with

14 respect to "The Superlawyers"?

15 A. Yes, there was.

16 Q. Did it provide for reversion?

17 A. Yes.

18 Q. Do you currently own the copyright to "The

19 Superlawyers"?

20 A. Yes, I do.

21 Q. How do you know that?

22 A. Reversion.

23 Q. On what do you base your belief that the rights

24 have reverted to you?

25 A. My recollection.

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1 MR. BONI: Object to form. You can answer.

2 A. My recollection is that Brandt & Hochman

3 recently furnished me a letter of the reversion from

4 Weybright & Talley.

5 BY MR. GRATZ:

6 Q. Have you -- about when did Brandt furnish you

7 that letter?

8 A. He gave me a copy of it immediately after it

9 was issued some time ago, and he gave me a copy of it in

10 the last month when we were trying to get the

11 documentation in response to your request.

12 Q. Did you provide that letter to Mr. Boni?

13 A. Yes, I did.

14 Q. You'll see near the bottom of the page there's

15 a reference to a book published in 1982 called "Korea:

16 The Untold Story of the War."

17 A. Yes.

18 Q. And that was published by the Times Book

19 Company; is that right?

20 A. Right.

21 Q. Is that the book company of the New York Times?

22 A. At one time it was affiliated with them. I

23 don't think it's part of the Times anymore.

24 Q. Was there a publishing contract with respect to

25 the book "Korea"?

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1 A. Yes, there was.
2 Q. Did it provide for reversion of the rights to
3 you under certain circumstances?
4 A. I presume it did because we have the rights
5 back.
6 Q. How do you know you have the rights back?
7 A. 'Cause we signed the contract with the Chinese
8 publisher which gave him rights for the Chinese language
9 publication.
10 Q. Do you possess any documents other than the
11 contract in which you licensed those rights to the
12 Chinese publisher reflecting that you have a reversion
13 of the rights in "Korea"?
14 A. I do not remember all the letters that we
15 furnished to you from Brandt through Mr. Boni. I'm
16 sorry. I should have reviewed them before I came over.
17 Q. Is it your belief that you possess a reversion
18 letter with respect to Korea?
19 A. It's my belief I think we got one from Brandt,
20 I think. I'm relying on memory now. I should have made
21 a list of these.
22 MR. BONI: Do you not have those?
23 MR. GRATZ: I don't have one for "Korea."
24 MR. BONI: Whatever I got, I sent to you so...
25 BY MR. GRATZ:

Page 67

1 Q. In 1982 you published a book about Jerry Wurf;
2 is that right?
3 A. Right.
4 Q. And that was published by Atheneum,
5 A-t-h-e-n-e-u-m?
6 A. Right.
7 Q. Is that right?
8 A. Correct.
9 Q. Was there a publication contract with respect
10 to the book on Jerry Wurf?
11 A. Yes, there was.
12 Q. Did it provide for reversion under certain
13 circumstances?
14 A. I presume it did. I don't know. I don't have
15 the contract.
16 Q. And have you received the letter acknowledging
17 the reversion of rights in the book on Jerry Wurf?
18 A. I don't have one in my possession.
19 Q. Do you know whether one ever existed?
20 A. I do not know.
21 Q. Do you know whether the rights have, in fact,
22 reverted to you on the book on Jerry Wurf?
23 A. I do not know.
24 Q. The next book on the list is titled "There are
25 Alligators in Our Sewers." Do you see that?

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1 A. Yes.
2 Q. And that was published by Dell; is that right?
3 A. Whatever is on the title page.
4 MR. BONI: The witness is looking at the book
5 that is in Joe Gratz' hand when he made that comment.
6 BY MR. GRATZ:
7 Q. I'm holding the book in my hand and looking at
8 the copyright page to see if it's anyone other than
9 Dell. We'll set that question aside for now.
10 You co-authored that book with Paul Dickson?
11 A. Yes, sir.
12 Q. Are you co-owners of the copyright with Paul
13 Dickson?
14 A. Yes.
15 Q. You were co-authors?
16 A. Yes.
17 Q. Do you have an agreement with Paul Dickson
18 governing the rights to "There are Alligators in Our
19 Sewers"?
20 A. Do I have an agreement?
21 Q. Yes, with Paul Dickson.
22 A. Well, we have the copyright, yes. And whatever
23 we get, we share equally.
24 Q. Was there a publication contract with respect
25 to "There are Alligators in Our Sewers"?

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1 A. Yes, there was.
2 Q. Did it provide for reversion of rights in
3 certain circumstances?
4 A. I don't recall.
5 Q. Have the rights reverted?
6 A. I don't recall.
7 Q. Do you know whether today you own any rights in
8 "There Are Alligators in Our Sewers"?
9 A. Never assume anything. I understand I do.
10 Q. On what do you base that understanding?
11 A. Common industry practice.
12 Q. What common industry practice is that?
13 A. The writer owns the book. When it goes out of
14 print, it's yours.
15 Q. Do you understand that under some circumstances
16 a writer has to take certain action in order to cause a
17 reversion of the rights?
18 MR. BONI: Object to form.
19 A. No, I did not know that.
20 BY MR. GRATZ:
21 Q. Do you know whether the publication contract
22 for "There Are Alligators in Our Sewers" required you to
23 send in a request for reversion of rights?
24 A. I do not know.
25 Q. In order to know that, you would need to look

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1 at the contract and see what it says?
 2 A. Yes.
 3 Q. The third from the bottom of the page, you'll
 4 see a book called "Fit to Print," published in 1988.
 5 A. Yes.
 6 Q. By Lyle Stuart, S-t-u-a-r-t. Was there a
 7 publishing contract with respect to "Fit to Print"?
 8 A. Yes, there was.
 9 Q. Did it provide for reversion of rights under
 10 certain circumstances?
 11 A. Yes, it does.
 12 Q. Have those rights reverted to you?
 13 A. Yes.
 14 Q. And under what do you base your answer?
 15 A. Because Lyle's widow, Carol Stuart, sent me a
 16 crate of 50 books saying "This is yours. We're out of
 17 business."
 18 Q. Do you base your answer on anything else?
 19 A. No. When Lyle died, the publishing company
 20 went up in the air.
 21 Q. Do you know whether the -- strike that.
 22 Do you know whether the Lyle Stuart publishing
 23 company took any action to transfer rights to you?
 24 A. I don't know.
 25 Q. Sitting here today, do you know whether or not

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1 they were remain in the publishing company?
 2 A. No, I do not.
 3 Q. The next and last book on the list is "The
 4 Money Lawyers." Do you see that?
 5 A. Yes, I do.
 6 Q. Published by Talley, St. Martin's Press?
 7 A. Yes.
 8 Q. Was -- and that book was published in 2006; is
 9 that right?
 10 A. Yeah.
 11 Q. That's after the commencement of this
 12 litigation; is that right?
 13 A. This, yeah. Okay. You consider it new
 14 litigation after the first settlement was rejected?
 15 Q. Let me withdraw the question. Litigation
 16 started when the litigation started.
 17 Was there a publishing contract with respect to
 18 "The Money Lawyers"?
 19 A. Yes, there was.
 20 Q. Did it provide for reversion of rights upon the
 21 occurrence of certain events?
 22 A. I presume it did.
 23 Q. Have those rights reverted to you?
 24 A. I have not seen formal reversion.
 25 Q. So is it your belief that the rights have not

Page 71

1 the rights have, in fact, transferred to you or whether
 2 they remain in whatever remains of Lyle Stuart?
 3 MR. BONI: Object to form.
 4 BY MR. GRATZ:
 5 Q. The publishing company, obviously.
 6 A. I have not the slightest idea.
 7 Q. The next book on the list is titled
 8 "Myth-Informed." Do you see that?
 9 A. Yes, I do.
 10 Q. And that was also co-authored with Paul
 11 Dickson?
 12 A. Yes, it was.
 13 Q. You share equally in your respective rights?
 14 A. Correct.
 15 Q. Was there a publishing contract with respect to
 16 "Myth-Informed"?
 17 A. Yes.
 18 Q. Did it provide for reversion of rights upon
 19 occurrences of certain events?
 20 A. I presume so.
 21 Q. Have the rights in "Myth-Informed" reverted to
 22 you?
 23 A. I don't know.
 24 Q. So sitting here today, you don't know whether
 25 or not you possess rights in "Myth-Informed" or whether

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1 yet reverted to you?
 2 A. Again, this is another publisher out of
 3 business who sent me a crate of books, and there may
 4 have been a letter saying "It's Yours."
 5 Q. Did you retain that letter?
 6 A. No.
 7 Q. Did you keep it?
 8 Do you have a recollection of there being such
 9 a letter or was your previous answer based on sort of
 10 thinking there might have been such a letter?
 11 A. There might have been.
 12 Q. But you don't recall one way or another whether
 13 there was?
 14 A. No.
 15 Q. All of your books are out of print; is that
 16 right?
 17 A. With two exceptions we noted earlier.
 18 Q. And those two exceptions are "The Dictionary of
 19 Espionage" being reprinted by Dover and the Chinese
 20 version of "Korea"?
 21 A. Correct.
 22 Q. Have you had any e-mail correspondence
 23 regarding this litigation with anyone other than your
 24 lawyers?
 25 A. I notified Paul Dickson last week that this

A386

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1 Q. When this case began, was the firm of Milberg
2 Weiss involved?
3 MR. BONI: Object to form.
4 A. I don't recall.
5 BY MR. GRATZ:
6 Q. When this case began, was Bill Lerach a lawyer
7 at Milberg Weiss?
8 A. Yes.
9 Q. When this case began, was Mel Weiss a lawyer at
10 Milberg Weiss?
11 MR. BONI: Object to form, and the previous
12 question. You can answer.
13 A. Yes, he was.
14 BY MR. GRATZ:
15 Q. In a previous answer, you referred to a time
16 when this suit came to life again. Do you recall that?
17 A. Yes.
18 Q. What time are you referring to?
19 A. Oh, I can't recall.
20 Q. Was it in the last two years?
21 A. It probably was.
22 Q. And is it right that, at that time, you made
23 inquiries regarding the reputation of the Milberg lawyer
24 listed as counsel in this case?
25 MR. BONI: Object to form. That

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1 mischaracterizes his previous testimony. It does.
2 A. I asked two lawyers in New York that I respect
3 quite a bit on an off-the-record basis to let me know,
4 tell me, what their view was on the Milberg lawyer
5 involved in this case.
6 BY MR. GRATZ:
7 Q. And was that Milberg lawyer Sanford Dumain?
8 A. Whatever his name is listed. My memory's late
9 in the day. Whoever's listed on the pleadings.
10 Q. Before that inquiry, what led to that inquiry?
11 What led you to ask those questions?
12 A. When I saw this piece of paper that had
13 something on it, had his name on there, Milberg, I never
14 associated him with Milberg Weiss. Just never dawned on
15 me.
16 Q. So before the case came back to life in the
17 last two years or around the time you made this inquiry,
18 were you aware that Milberg was involved in the case?
19 A. I might have been vaguely aware, but it wasn't
20 at the top of my mind.
21 Q. When you were writing "The Money Lawyers," were
22 you aware that Milberg Weiss was counsel in a case in
23 which you were a class action plaintiff?
24 MR. BONI: Object to form.
25 A. No, I was not.

A387

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1 MR. GRATZ: Let me go through my stuff. I'm
2 not sure if I have anything further.
3 MR. BONI: Great. Thanks.
4 MR. GRATZ: We'll go off.
5 (Whereupon, recess was held.)
6 MR. GRATZ: Nothing further.
7 MR. BONI: I have nothing. Thank you.
8 (Deposition was concluded at 3:24 p.m.)
9
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Page 93

1 CERTIFICATE OF DEPONENT
2
3 I hereby certify that I have read and examined
4 the within transcript, and the same is a true and
5 accurate record of the testimony given by me.
6
7 Any additions or corrections that I feel are
8 necessary, I will write on a separate sheet of paper to
9 the original transcript.
10
11
12
13
14
15 _____
16 JOSEPH GOULDEN
17
18
19
20
21
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23
24
25

94

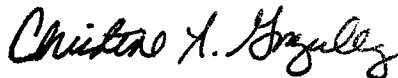
1 District of Columbia

2
3 I, Christine A. Gonzalez, CSR, RPR, a Notary
4 Public of the District of Columbia, do hereby certify
5 that the within-named proceedings took place before me
6 at the time and place herein set out.

7
8 I further certify that the proceedings were
9 recorded stenographically by me and this transcript is
10 a true record of the proceedings.

11
12 I further certify that I am not of counsel
13 to any of the parties, nor an employee of counsel, nor
14 related to any of the parties, nor in any way
15 interested in the outcome of this action.

16
17 As witnessed my hand this 10th day of
18 January, 2012.

19 

20 _____
21 Christine A. Gonzalez, CSR, RPR

22 Notary Public

23
24 My commission expires:

25 February 28, 2014

Errata Sheet

Joseph C. Goulden Deposition

Page 5, Line 2

“What is this lawsuit ABOUT?”

Page 8, Line 22

“...these digital books WERE it not for Google.”

Page 9, Line 25

“illegally against WHICH is the core of it.”

Page 11, Line 23

“...going to put every book In some libraries ON line and...”

Page 15, Line 16

MILBERG rather than Middleberg

Page 19, Line 9

Google’s motion against certifying class action, instead of “Google’s response”

Page 19, line 10

BOUTON, instead of Booten

Page 24, line 13

Make it read, "Because OF serious medical CONDITIONS of two very..."

Page 29, Line 13

Make it read, "...essentially it was striking A business deal between"

Page 39, Line 14

"First was a book, my book, THE SUPERLAWYERS,"

Page 48, Line 8

Make it "lo" rather than "low"

Page 48, Line 10

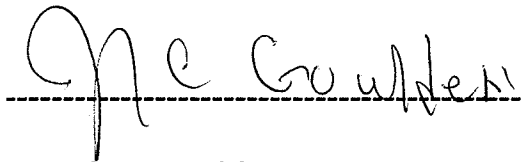
Make it "permissions" rather than "permission's"

Page 55, Line 11

Make it "Keogh," rather than "keyhole"

Page 60, Line 22

“the files of the individual publishers OR of our agent”

A handwritten signature in black ink, reading "Joe Goulden", is written over a horizontal dashed line. The signature is cursive and somewhat stylized.

Joseph C. Goulden

January 13, 2012

-

EXHIBIT 5

1 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
2 -----X
3 THE AUTHORS GUILD, INC., et al.,

4 PLAINTIFFS,

5 -against- Case No:
6 05CV8136 (DC)

7 GOOGLE INC.,

8 DEFENDANT.
9 -----X

10 DATE: January 4, 2012
11 TIME: 1:05 P.M.
12
13

14 DEPOSITION of a Plaintiff, BETTY MILES, taken
15 by the Defendants, pursuant to a Notice and to the
16 Federal Rules of Civil Procedure, held at the offices of
17 MILBERG, LLP, One Pennsylvania Plaza, New York, New York
18 10119, before Deborah Garzaniti, a Notary Public of the
19 State of New York.
20
21
22
23
24
25

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1

1 FEDERAL STIPULATIONS

2
3 IT IS HEREBY STIPULATED AND AGREED by and between
4 the counsel for the respective parties herein that the
5 sealing, filing and certification of the within
6 deposition be waived; that the original of the
7 deposition may be signed and sworn to by the witness
8 before anyone authorized to administer an oath, with the
9 same effect as if signed before a Judge of the Court;
10 that an unsigned copy of the deposition may be used with
11 the same force and effect as if signed by the witness,
12 30 days after service of the original & 1 copy of same
13 upon counsel for the witness.
14

15
16 IT IS FURTHER STIPULATED AND AGREED that all
17 objections except as to form, are reserved to the time
18 of trial.
19

20 * * * * *
21
22
23
24
25

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3

1 A P P E A R A N C E S :

2
3 MILBERG, LLP.
4 Attorneys for the Plaintiffs
5 One Pennsylvania Plaza
6 New York, New York 10119
7 BY: (NOT PRESENT)

8 BONI & ZACK, LLC.
9 Attorneys for the Plaintiffs
10 15 St. Asaphs Road
11 Bala Cynwyd, Pennsylvania 19004
12 BY: MICHAEL J. BONI, ESQ.

13 DURIE TANGRI, LLP.
14 Attorneys for the Defendant
15 217 Leidesdorff Street
16 San Francisco, California 94111
17 BY: JOSEPH C. GRATZ, ESQ.

18 ALSO PRESENT:
19 Anita Fore from The Authors Guild
20
21
22
23
24
25

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2

1 B E T T Y M I L E S, called as a witness, having been
2 first duly sworn by a Notary Public of the State of New
3 York, was examined and testified as follows:

4 EXAMINATION BY

5 MR. GRATZ:

6 MR. GRATZ: Mark this as Miles Exhibit 1,
7 please.

8 (Whereupon, the aforementioned document was
9 marked as Miles Exhibit 1 for identification as of this
10 date by the Reporter.)

11 Q. Please state your name for the record.

12 A. Betty Miles.

13 Q. What is your address?

14 A. 3306 Wake Robin Drive, Shelburne, Vermont
15 05482.

16 Q. Good afternoon, Ms. Miles.

17 A. Good afternoon.

18 Q. How are you?

19 A. Fine. Thank you.

20 Q. So what has been placed in front of you
21 is marked as Exhibit 1.

22 MR. BONI: Let's put that before her so it is
23 official.

24 Q. Ms. Miles, are you appearing here today
25 as a result of your Counsel getting this notice?

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4

A393

1 **A. Yes.**
 2 **Q.** So I will ask while we are here today, I
 3 want to have a conversation with you, but she also has
 4 to write down everything that we are saying. We should
 5 not talk over each other. We should say yes and no
 6 rather than nodding.
 7 **A. Okay, yes.**
 8 **Q.** And it is a little warm in here and it is
 9 a cold day. I know you have come a long way. If you
 10 need to take a break at any point, let me know.
 11 **A. Thank you.**
 12 **Q.** You are here because you are a Plaintiff
 13 in a lawsuit against Google; is that right?
 14 **A. That's right.**
 15 **Q.** What is the lawsuit about?
 16 **A. The lawsuit is about whether or not**
 17 **Google has the right to have control of my copyrighted**
 18 **books and those of all of the other authors that I**
 19 **represent.**
 20 **Q.** What do you mean by control?
 21 **A. I mean being able to do what I want with**
 22 **my own copyrighted books, that is to earn money from**
 23 **them, to sell rights to them.**
 24 **Q.** What is Google doing that is interfering
 25 with those rights?
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1 **A. My objection would be that Google**
 2 **shouldn't do that, to me or to any other author.**
 3 **Q.** Do you think that that is true of all
 4 authors?
 5 **A. I do.**
 6 **Q.** What makes you think that?
 7 **A. Well, I want to say common knowledge.**
 8 **Q.** Do you base that common knowledge on
 9 anything in particular?
 10 **A. Well, I for one don't want my rights**
 11 **taken away from me unless -- I assume other people who**
 12 **are authors as well don't want their rights taken away.**
 13 **I guess I would call that common knowledge.**
 14 **Q.** Are you asking for the Court to order
 15 Google to shut down the snippet view portion of Google
 16 Books?
 17 **A. Among other things.**
 18 **Q.** Other than the \$750 payment, what things
 19 are those?
 20 **A. Digitizing full copies of books.**
 21 **Q.** Your books or those of others?
 22 **A. All.**
 23 **Q.** Why do you want the Court to order that
 24 Google shut down the snippet view portion of Google
 25 Books?
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1 **A. It is taking control of those rights**
 2 **without asking me whether it has permission to do so.**
 3 **Q.** What are you asking the Court to do about
 4 that?
 5 **A. To ask permission of me and all of the**
 6 **other authors that I represent before doing something**
 7 **with the books, which have their own copyright, and also**
 8 **to pay damages for the books that they have already**
 9 **taken over, \$750.**
 10 **Q.** What is Google doing that you object to?
 11 **A. It is not asking my permission as a**
 12 **copyright holder for anything that it is doing,**
 13 **specifically putting quote snippets from the books on**
 14 **the website and sending a copy of a digitized book back**
 15 **to the libraries from which they are cooperating with it**
 16 **in this time.**
 17 **Q.** You mentioned the objection to Google not
 18 having asked permission?
 19 **A. Yes.**
 20 **Q.** If Google had asked your permission
 21 before scanning your book and displaying snippets, what
 22 would your response have been?
 23 MR. BONI: Objection to the form. You can
 24 answer. I am placing an objection into the record.
 25 THE WITNESS: Okay.
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1 **A. Because --**
 2 MR. BONI: Let me object to form. There is a
 3 lot in that question for which there is a lacking of
 4 foundation, Google Books, for example. It hasn't been
 5 established if she knows what that is and all of that,
 6 so you can do whatever you want. I am objecting to the
 7 form of the question.
 8 MR. GRATZ: Sure. Let me go back a little
 9 bit.
 10 **Q.** Are you familiar with a website called
 11 Google Books?
 12 **A. Yes.**
 13 **Q.** What is Google Books?
 14 **A. I don't know enough to tell you.**
 15 **Q.** Do you know anything about Google Books?
 16 **A. Google Books is the site on which one can**
 17 **see snippets displayed.**
 18 **Q.** How does one come to see snippets
 19 displayed using Google Books?
 20 **A. By calling up and reading it, I suppose.**
 21 **Q.** How does one call it up?
 22 **A. By searching for Google Books.**
 23 **Q.** Have you used Google Books?
 24 **A. Yes.**
 25 **Q.** What have you used Google Books for?
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A394

1 **A. To look up my own books.**
 2 **Q.** Have you used Google Books for anything
 3 else?
 4 **A. No.**
 5 **Q.** What did you find when you looked up your
 6 own books on Google Books?
 7 **A. I found lists of some of my books.**
 8 **Q.** Did you find anything other than lists?
 9 **A. I didn't find anything other.**
 10 **Q.** Did you find any of your books having
 11 snippets displayed from them?
 12 **A. I have seen snippets displayed.**
 13 **Q.** Under what circumstances did you see
 14 snippets displayed?
 15 MR. BONI: You can answer.
 16 **A. He showed me this morning. I seen.**
 17 **Q.** Before this morning, did you see snippets
 18 of your books displayed?
 19 **A. No.**
 20 **Q.** When was the most recent time that you
 21 used Google Books?
 22 **A. I don't know.**
 23 **Q.** Was it in the last year?
 24 **A. Yes.**
 25 **Q.** About how many times have you used Google
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1 place. Is one of the things you are asking the Court to
 2 do is to stop Google from displaying snippets of books
 3 on Google Books?
 4 **A. Yes.**
 5 **Q.** Why do you want the Court to do that?
 6 MR. BONI: Object to the form.
 7 **A. I want the Court to do that because the**
 8 **snippet comes from a whole book which belongs to me by**
 9 **copyright.**
 10 **Q.** What is the relevance of the snippet
 11 coming from a whole book?
 12 **A. The snippet is a reference to a book that**
 13 **exists and has been digitized by Google.**
 14 **Q.** Why do you want the Court to stop that?
 15 **A. Because I don't want people to read the**
 16 **books that they search via the snippet without my**
 17 **control or my permission.**
 18 **Q.** Any other reason?
 19 **A. That will do.**
 20 **Q.** If the snippet view feature of Google
 21 Books were shut down, as you are asking the Court to do,
 22 would that benefit you?
 23 MR. BONI: Object to the form.
 24 **A. Yes, it would make it less easier for**
 25 **potential readers to read something that I feel is**
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1 Books?
 2 **A. Very infrequently.**
 3 **Q.** Less than ten times?
 4 **A. Yes.**
 5 **Q.** Less than five times?
 6 **A. Yes.**
 7 **Q.** Less than three times?
 8 **A. Once or twice.**
 9 **Q.** Each time it was looking to see whether
 10 your books were there?
 11 **A. Just general interest, yes.**
 12 **Q.** I used the word snippet in an earlier
 13 question. I just want to make sure we have a common
 14 understanding of what that means. What is a snippet?
 15 **A. I want to ask you what you call a**
 16 **snippet, but what I call a snippet is a piece taken from**
 17 **a book or from a blurb about a book, but specifically**
 18 **from the content of the book from which you can get an**
 19 **idea of what the book is about, how it is written. It**
 20 **depends on which snippet.**
 21 **Q.** Why does it depend on which snippet?
 22 **A. Because there could be more than one**
 23 **snippet about any given book.**
 24 **Q.** So I am going to go back to a question
 25 that I asked earlier now that we got all of the terms in
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1 **unauthorized.**
 2 **Q.** In any other way would it benefit you?
 3 **A. It would benefit me by knowing this was**
 4 **true for all other authors.**
 5 **Q.** Do you think that shutting down the
 6 snippet view feature of Google Books would benefit all
 7 of the other members of the class?
 8 **A. I do.**
 9 **Q.** Do you think that there are any whom it
 10 would harm?
 11 **A. I don't know if there is a neutral**
 12 **between benefit and harm.**
 13 **Q.** Do you think that it would be neutral as
 14 to some authors?
 15 **A. No, I think it would be harmful if the**
 16 **authors, myself included, didn't get the benefit.**
 17 **Q.** What benefit of that?
 18 **A. Of not having our books, as I said.**
 19 **Q.** So you don't think there are any authors
 20 whom Google Books benefits; is that right?
 21 MR. BONI: Object to the form.
 22 **Q.** It is all right. Let me ask the question
 23 in a clearer way.
 24 Do you think there are any authors who are
 25 benefited by the snippet view feature of Google Books?
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1 **A. No. I already said that I think that all**
2 **authors are harmed by having their copyright used in**
3 **this way.**

4 **Q.** Do you think there are any countervailing
5 benefits?

6 **A. In this circumstance, no.**

7 **Q.** Are there any circumstances in which
8 there would be countervailing benefits?

9 MR. BONI: I think you are getting --

10 **A. Google is digitizing the books, that**
11 **means that they are available without a financial**
12 **benefit to me.**

13 **Q.** To whom are they available?

14 **A. They are available to anyone who uses a**
15 **library that has received a copy of the digitized book.**

16 **Q.** If they weren't available to library
17 patrons as a result of Google's digitization, would you
18 have the same objection?

19 **A. Yes.**

20 **Q.** Why?

21 **A. Because that is only one instance of**
22 **harm.**

23 **Q.** What other instances are there?

24 **A. The very fact that an author doesn't have**
25 **control of the book, which he or she has copyrighted,**
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1 **Q.** Why do they do that?

2 **A. So that they can continue to or out of**
3 **print so that they can -- you know, they call them out**
4 **of print when, in fact, they don't intend to make**
5 **another printing immediately, but might in the future**
6 **and they can keep you thus from selling the rights to**
7 **some other publishers.**

8 **Q.** Is that true of any of your books right
9 now?

10 **A. I don't know.**

11 **Q.** Do you know whether anyone has bought a
12 copy of one of your books after finding it through
13 Google Books?

14 **A. No, I don't know that.**

15 **Q.** You don't know one way or the other
16 whether it has happened?

17 **A. I don't know.**

18 **Q.** If that happened, would that be an
19 economic benefit to you?

20 **A. No.**

21 MR. BONI: Object to the form. You've
22 answered.

23 **A. I have answered.**

24 **Q.** Why not?

25 **A. Because I wouldn't be getting the royalty**
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14
1 **owns the rights to, that's my right and that's the right**
2 **of every author, so.**

3 **Q.** Do you consider that an economic right?

4 **A. Among others.**

5 **Q.** Have you lost any sales of books as a
6 result of Google Books?

7 **A. I have no way of knowing that.**

8 **Q.** Do you think that Google scanning and a
9 snippet display of your out of print books has resulted
10 in lost sales?

11 MR. BONI: Objection to form. You can
12 answer.

13 **A. I don't know.**

14 **Q.** Do you think that Google scanning and a
15 snippet display of your out of print books has resulted
16 in economic harm to you in the form of lost sales?

17 **A. No.**

18 **Q.** Have you done anything to try to find out
19 whether there have been any lost sales?

20 **A. No.**

21 **Q.** Are any of your books currently in print?

22 **A. It is a little unclear. Most of them are**
23 **out of print. Some of them are in print in certain**
24 **versions and not in ours, and publishers hold on to the**
25 **category in print as long as they possibly can.**

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16
1 **as I otherwise should.**

2 **Q.** Let me clarify my question.

3 Well, let me ask a different question. Do
4 you know whether Google is selling copies of your books
5 on Google Books?

6 **A. No.**

7 **Q.** Do you know whether Google is selling or
8 making available full pages from your books on Google
9 Books?

10 **A. I don't know.**

11 **Q.** Is part of your objection based on a
12 belief that Google is selling copies of your books on
13 Google Books?

14 MR. BONI: Objection to form.

15 **A. I guess you have to say it again.**

16 **Q.** Is part of your objection as part of this
17 lawsuit to what Google is doing based on your
18 understanding that Google may be selling copies of your
19 books?

20 MR. BONI: Before you answer, Betty, I want
21 to interpose an objection. Joe, to clarify when you say
22 part of your objection, are you referring to the
23 allegations set forth in the Complaint or the Witness's
24 personal belief or what? That is very unclear.

25 MR. GRATZ: Sure.

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1 book committee?
 2 **A. I don't remember. I don't know.**
 3 **Q.** Do you currently hold a position of
 4 leadership?
 5 **A. No.**
 6 **Q.** About when did you last hold a position
 7 of leadership in the Authors Guild?
 8 **A. Eight to ten years ago.**
 9 **Q.** Other than being chair of the children's
 10 book committee, have you ever held any other position in
 11 the Authors Guild, other than member?
 12 **A. No.**
 13 **Q.** Did anyone from the Authors Guild
 14 approach you specifically about including your books in
 15 the Back In Print program?
 16 **A. Not me specifically.**
 17 **Q.** How did you come to learn of the program?
 18 **A. Through written materials from the**
 19 **Authors Guild.**
 20 **Q.** Like a newsletter?
 21 **A. Informational material on this, yes.**
 22 **Q.** Do you know if the Authors Guild receives
 23 revenues from the sales of Backinprint.com editions?
 24 **A. No.**
 25 **Q.** Do you know the nature of the deal
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1 MR. BONI: Joe, my God.
 2 **A. I could read it to you.**
 3 **Q.** I will withdraw the question.
 4 It tells a story; is that right?
 5 **A. Yes.**
 6 **Q.** It is not a reference book?
 7 **A. It is not a reference book.**
 8 **Q.** To learn what happens in the story, you
 9 have to read the book; is that right?
 10 **A. That's right.**
 11 **Q.** And the reason someone would buy The
 12 Trouble With Thirteen is that they can read the book and
 13 it tells the story; is that right?
 14 **A. Yes.**
 15 MR. GRATZ: We will mark this as Exhibit 8,
 16 this document.
 17 (Whereupon, the aforementioned document was
 18 marked as Miles Exhibit 8 for identification as of this
 19 date by the Reporter.)
 20 **Q.** I am handing you what has been marked as
 21 Exhibit 8. Do you recognize Exhibit 8?
 22 **A. How do you mean recognize? I've never**
 23 **seen it before.**
 24 **Q.** What is Exhibit 8, if you know?
 25 **A. So far it is bits and pieces from -- oh,**
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1 between the Authors Guild and iUniverse with respect to
 2 the Authors Guild Backinprint.com program?
 3 MR. BONI: Object to the form.
 4 **A. I don't know.**
 5 **Q.** You said "I don't know"; is that right?
 6 **A. I did.**
 7 MR. GRATZ: Let's mark as Exhibit 7, this
 8 book.
 9 (Whereupon, the aforementioned book was
 10 marked as Miles Exhibit 7 for identification as of this
 11 date by the Reporter.)
 12 **Q.** I handed you what has been marked as
 13 Exhibit 7. Do you recognize Exhibit 7?
 14 **A. Certainly do.**
 15 **Q.** What is Exhibit 7?
 16 **A. A book called The Trouble With Thirteen.**
 17 **Q.** What is The Trouble With Thirteen?
 18 **A. This is a paperback book.**
 19 **Q.** Is it a novel?
 20 **A. Yes.**
 21 **Q.** A young adult novel?
 22 **A. Yes, it is.**
 23 **Q.** What is it about?
 24 **A. Do you really want to know?**
 25 **Q.** Briefly?
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1 **The Trouble With Thirteen, Hey! I am reading! and**
 2 **another The Trouble With Thirteen.**
 3 **Q.** Turning your attention to the first three
 4 pages of Exhibit 8.
 5 **A. Just a minute.**
 6 **Q.** Sorry.
 7 **A. Okay. The first three pages.**
 8 **Q.** Yes. In the upper left-hand corner, do
 9 you see that it says Google Books?
 10 **A. Yes.**
 11 **Q.** Does this appear to be a page from Google
 12 Books?
 13 **A. I don't know.**
 14 **Q.** You will see an image under where it says
 15 The Trouble With Thirteen in the upper left-hand corner?
 16 **A. Yes.**
 17 **Q.** Is that the title page of The Trouble
 18 With Thirteen in the box?
 19 **A. Yes.**
 20 **Q.** Below that it says "from inside of the
 21 book," do you see that?
 22 **A. Yes.**
 23 **Q.** Underneath that, it is a little hard to
 24 see on this copy, there is the word Annie in a box with
 25 a button "search" next to it?
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1 Do you understand the Complaint in this case
2 to be seeking a remedy for the display of a list of
3 common terms and phrases in the manner in which you see
4 here on the second page of Exhibit 8?

5 **A. You will have to start that question
6 again.**

7 **Q.** Do you understand The Complaint in this
8 case?

9 **A. Yes, I do.**

10 **Q.** To be seeking a remedy for the display of
11 terms and phrases?

12 **A. For this kind of -- not for these
13 specific words.**

14 **Q.** But for the practice of developing and
15 displaying lists of common terms and phrases?

16 **A. You are still not asking it the way that
17 I want you to ask it.**

18 MR. BONI: You can answer it however you want
19 to answer it. If you don't understand the question,
20 have him ask it again.

21 **A. Well, you are asking if I object to these
22 words being shown?**

23 MR. BONI: He is asking if The Complaint says
24 it.

25 **A. The Complaint does not say anything about
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1 MR. GRATZ: I will mark as Exhibit 9 a
2 two-page document, the heading Betty Miles Out-Of-Print
3 Titles and In-Print Status Unknown.

4 (Whereupon, the aforementioned document was
5 marked as Miles Exhibit 9 for identification as of this
6 date by the Reporter.)

7 **Q.** Do you recognize what has been marked as
8 Exhibit 9?

9 **A. Yes. It is a list of books of mine that
10 are now out of print.**

11 **Q.** What is the second page of Exhibit 9?

12 **A. Status unknown of my books, whether they
13 are in print or out of print.**

14 **Q.** Between the first and second pages of
15 Exhibit 9, is this a complete list of your books?

16 **A. Oh, I think I have about 35. We can
17 count.**

18 **Q.** Let me ask a different question then.
19 Did you prepare Exhibit 9?

20 **A. Yes, I did.**

21 **Q.** Do you know of any books that aren't
22 listed on Exhibit 9?

23 **A. No. I would hope it was a comprehensive
24 list.**

25 **Q.** I think I have come up with five that are
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1 **these words. The Complaint says all authors do not want
2 the text to be so available by so many snippets without
3 the permission of the authors.**

4 **Q.** Your understanding is the Complaint
5 doesn't deal specifically with lists of common words and
6 phrases; is that right?

7 **A. Not specifically with my books, that is
8 why it has been hard to answer all of these questions.**

9 **Q.** Do you personally object to the display
10 of a list of common terms and phrases from your books?

11 **A. I do.**

12 **Q.** Why?

13 **A. Because it implies that there is a
14 scanned book which is then going to be available to
15 libraries. This is proof of it.**

16 **Q.** So it is not the list itself. It is that
17 it implies the copies that would need to be made to make
18 this list; is that right?

19 **A. It implies, yes, copying the book without
20 authorization.**

21 **Q.** Is The Trouble With Thirteen in print?

22 **A. The Trouble With Thirteen has been
23 printed in many editions, so many that I can't tell you
24 whether overall it is considered by my publisher in
25 print or not.**

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1 not on Exhibit 9.

2 MR. BONI: The Trouble With Thirteen.

3 **A. Is not on this.**

4 **Q.** We will be referring to this list a
5 couple of times. I want to confirm just a couple of
6 things. In addition to the books listed here, you wrote
7 a book called The Trouble With Thirteen?

8 **A. Yes.**

9 **Q.** That was first published by Knopf?

10 **A. Yes.**

11 **Q.** You wrote a book called I Would If I

12 Could?

13 **A. Yes.**

14 **Q.** That was first published by Knopf?

15 **A. Yes.**

16 **Q.** That is currently available as An Authors
17 Guild Back In Print; right?

18 **A. Yes.**

19 **Q.** You also published a book called Maudie

20 And Me?

21 **A. Yes.**

22 **Q.** It was first published by Knopf?

23 **A. Yes.**

24 **Q.** You also published a book called The
25 Secret Life Of The Underwear Champ?

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1 **A. Yes.**
 2 **Q.** Which I recall fondly.
 3 **A. Oh, how nice.**
 4 **Q.** That was first published by Knopf?
 5 **A. Yes.**
 6 **Q.** You also published a book called Sink Or
 7 Swim?
 8 **A. Yes.**
 9 **Q.** That was first published by Knopf as
 10 well?
 11 **A. Yes.**
 12 **Q.** And you also wrote the other books that
 13 are listed here?
 14 **A. Yes.**
 15 **Q.** Do you know how many of your books have
 16 been scanned by Google?
 17 **A. No, I don't.**
 18 **Q.** Have you asked Google to remove any of
 19 your books from Google Books?
 20 **A. No, not as an individual.**
 21 **Q.** Why not?
 22 **A. Because this is part of the claim and I**
 23 **am acting with respect to that.**
 24 **Q.** Do you want Google to remove any of your
 25 books from Google Books?
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1 **Q.** When did you first learn that the Authors
 2 Guild was considering bringing a lawsuit against Google?
 3 **A. Probably the year before.**
 4 **Q.** From whom did you learn that?
 5 **A. From the Authors Guild.**
 6 **Q.** A particular person at the Authors Guild?
 7 **A. I can't tell you. Certainly from the**
 8 **Authors Guild's bulletin. I can't tell you because I**
 9 **can't remember.**
 10 **Q.** So you learned from the Authors Guild's
 11 bulletin that the Authors Guild was considering bringing
 12 a lawsuit against Google?
 13 **A. Yes.**
 14 **Q.** What happened next?
 15 **A. It did.**
 16 **Q.** Did the Authors Guild contact you
 17 specifically about becoming a named Plaintiff?
 18 **A. Yes, and I don't know how soon that must**
 19 **have been.**
 20 **Q.** Do you remember who at the Authors Guild
 21 contacted you?
 22 **A. It probably was Paul.**
 23 **Q.** By Paul you mean Paul Akin?
 24 **A. Yes, Paul Akin as director.**
 25 **Q.** Do you know why he contacted you
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1 **A. It is not the problem of my books. It is**
 2 **the problem of the principle of doing this for all**
 3 **books.**
 4 **Q.** So apart from your desire that Google
 5 Books be changed with respect to all books, you don't
 6 have a particular desire to have your own books removed?
 7 **MR. BONI:** It mischaracterizes the testimony.
 8 I object to the form.
 9 **A. I mean I care about -- this is something**
 10 **that I care about. I care about it for my own books, of**
 11 **course they are my own books, I care about it for all**
 12 **authors' books.**
 13 **Q.** But you haven't asked Google to remove?
 14 **A. No, well, except as this claim is asking.**
 15 **Q.** Do you want Google to remove your books
 16 from Google Books?
 17 **A. Yes.**
 18 **Q.** What is your role in this litigation?
 19 **A. My role is to stand for all other authors**
 20 **and to be aware of the gist of the claim and to approve**
 21 **of that, yes.**
 22 **Q.** When did your involvement in this
 23 litigation begin?
 24 **A. Back when the original -- I guess that**
 25 **was 2005.**

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1 specifically?
 2 **A. Because I have been involved in the Guild**
 3 **in part and because one of my books was in the**
 4 **University of Michigan library which was one of the**
 5 **libraries that is a part of this program.**
 6 **Q.** You are in this case as in your status as
 7 a member of the Guild?
 8 **A. Partly, in my status as an author, in my**
 9 **work as an author.**
 10 **Q.** What was your involvement in the case
 11 before it was filed? Paul Akin talked to you, you read
 12 this in the bulletin, Paul Akin talked to you, what
 13 happened next?
 14 **A. I can't tell you in sequence. I know I**
 15 **talked to Anita about the case over time and read a lot**
 16 **about it.**
 17 **Q.** Before the case was filed, did you talk
 18 to Anita about it?
 19 **A. Probably not.**
 20 **Q.** Before the case was filed, did you talk
 21 to anyone other than Paul Akin about it?
 22 **A. Not that I remember.**
 23 **Q.** Did you talk to Mike Boni about it before
 24 it was filed?
 25 **A. No.**

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1 the proposed settlement were fair?
 2 **A. Yes.**
 3 **Q.** But the authors are now asking for a
 4 different amount of money than was in the settlement, is
 5 that your understanding?
 6 **A. I don't know.**
 7 **Q.** Thinking back to the proposed settlement,
 8 were you in charge of deciding what its terms should be?
 9 **A. No.**
 10 **Q.** Who was?
 11 **A. That's a group of people, not whom I am**
 12 **one.**
 13 **Q.** Did you have the independent ability to
 14 reject the settlement?
 15 **A. No. I am not a lawyer.**
 16 **Q.** Turning to a different topic in 2011,
 17 just by category, what were your sources of income?
 18 **A. Royalties. Well, Social Security, right,**
 19 **pension, TIAA. Do you know that?**
 20 **Q.** Yes.
 21 **A. And royalties from my own books and**
 22 **royalties from my late husband's books.**
 23 **Q.** What is your late husband's name?
 24 **A. Matthew B. Miles.**
 25 **Q.** Is your pension related to your work at
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1 books versus your late husband's?
 2 **A. More of it was from my late husband.**
 3 **Q.** Turning now to a different topic, The
 4 Trouble With Thirteen, as we said, is a young adult
 5 novel; is that right?
 6 **A. Yes. That classification is vague. This**
 7 **is a young, young adult novel.**
 8 **Q.** In that it is aimed as a younger age
 9 group?
 10 **A. Yes. Well, 13.**
 11 **Q.** What is the purpose of a young adult
 12 novel?
 13 MR. BONI: Object to the form.
 14 **A. A young adult novel in general?**
 15 **Q.** Yes.
 16 **A. I could talk for a half an hour about**
 17 **that. I don't know how to sum it up, but it is to**
 18 **entertain, edify, amuse, instruct, all of the purposes**
 19 **of reading, younger people, concentrating mostly --**
 20 **focusing on their age, their age range, rather than the**
 21 **adults that surround them.**
 22 **Q.** Is it right that The Secret Life Of The
 23 Underwear Champ is also an adult novel?
 24 **A. Yes, that is really young, young adult.**
 25 **Q.** How about Looking On?
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1 Bank Street?
 2 **A. No, no, that was not full-time teaching.**
 3 **Q.** About how much, just not in terms of
 4 dollars?
 5 MR. BONI: This is personal information. Can
 6 you profer a reason why you are asking for her income
 7 right now?
 8 MR. GRATZ: I am not asking for any number of
 9 dollars.
 10 MR. BONI: Well, why are you asking these
 11 questions? They seem so far afield in her role as a
 12 class representative.
 13 **Q.** What percentage of your income came from
 14 royalties last year?
 15 **A. Last year?**
 16 **Q.** Yes.
 17 **A. In 2011?**
 18 **Q.** Yes.
 19 **A. Is that a legitimate question there?**
 20 MR. BONI: I object to the propriety of the
 21 question. I will allow her to answer. It doesn't
 22 violate a privilege, but I think we are far afield of
 23 the subject matter of the deposition.
 24 **A. 15 to 20 percent.**
 25 **Q.** About how much of that was from your
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1 **A. Yes, I would call that a young adult**
 2 **novel.**
 3 **Q.** Sink Or Swim?
 4 **A. Around 12 say.**
 5 **Q.** Likewise, Maudie And Me And The Dirty
 6 Book is a young adult novel of some description?
 7 **A. Yes.**
 8 **Q.** All It Takes Is Practice as well?
 9 **A. Yes.**
 10 **Q.** As well as I Would If I Could?
 11 **A. A little younger.**
 12 **Q.** The Real Me?
 13 **A. Yes.**
 14 **Q.** And Just The Beginning is also a young
 15 adult novel?
 16 **A. Yes.**
 17 **Q.** All of those have the purposes that you
 18 described earlier with respect to The Trouble With
 19 Thirteen?
 20 **A. Yes.**
 21 **Q.** Not all of your books are young adult
 22 novels?
 23 **A. Right.**
 24 **Q.** Others are children's picture books?
 25 **A. Yes. Some of those are children's**
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1 picture books. There is one and one revised copy of a
2 book about the environment which is really more used by
3 middle school, even high school kids, older elementary
4 kids.

5 Q. Is the book that you are describing Save
6 The Earth?

7 A. Yes.

8 Q. So other than Save The Earth, are the
9 remainder of your books children's picture books?

10 A. Yes. There is another one called Hey! I
11 Am Reading! which is a book that it is a picture book,
12 but it is really -- do you have it there?

13 Q. I do.

14 A. Okay, so then you can look at it and see.
15 It is focused on the act of reading for kids starting to
16 do that, but it is not what I would call a picture book
17 in the traditional form.

18 Q. Is that because it is instructive rather
19 than telling a story?

20 A. It is not a story, it is non-fiction,
21 actually as many picture books are.

22 Q. Save The Earth doesn't tell a story; is
23 that right?

24 A. That's right.

25 Q. A House For Everyone does tell a story;

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1 A. These are really easy to read retellings
2 of old tales.

3 Q. What is the purpose of a children's
4 picture book?

5 A. Oh, I could not tell you that, that
6 varies as children's pictures books vary.

7 Q. What is the purpose of A House For
8 Everyone?

9 MR. BONI: Object to the form.

10 A. The purpose is not --

11 MR. BONI: Purpose for whom, Joe?

12 Q. For what purpose did you write A House
13 For Everyone?

14 A. Well, that's a hard question to ask any
15 writer. To talk about the different ways that people
16 live, in a way that a young child could comprehend, and
17 to be a nice story to read before bedtime and on and on.

18 Q. With respect to each of the children's
19 picture books that you've written, we discussed earlier
20 whether short snippets from The Trouble With Thirteen
21 could obviate the need for purchasing the book?

22 A. Yes.

23 Q. Is that likewise true of your picture
24 books?

25 A. Of course a snippet of a picture book

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1 is that right?

2 A. No.

3 Q. What is A House For Everyone?

4 A. It uses the framework of a day to show
5 children in different sorts of communities or places or
6 families.

7 Q. Is A House For Everyone a children's
8 picture book?

9 A. Yes, it is.

10 Q. Likewise, is The Cooking Book a
11 children's picture book?

12 A. Yes.

13 Q. And The Feast On Sullivan Street?

14 A. Yes, that is a little older than a
15 picture book. You see that it has a lot of text.

16 Q. A Day of Autumn, Summer, Winter and
17 Spring?

18 A. Those are picture books.

19 Q. Mr. Turtle's Mystery?

20 A. A little more text, but it is a picture
21 book.

22 Q. Having A Friend?

23 A. Picture book.

24 Q. And Goldilocks And The Three Bears, The
25 Sky Is Falling and the Tortoise And The Hare?

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1 would encompass more of a book, there is pagewise,
2 textwise.

3 Q. Would it obviate the need to purchase the
4 book?

5 A. No. A picture book by definition has
6 pictures in it.

7 Q. And a picture book isn't much good if you
8 just have that much of it?

9 A. Yes.

10 MR. BONI: Are we wrapping up soon?

11 MR. GRATZ: Yes, we are getting there. I
12 don't think we will go another hour.

13 MR. BONI: Let's take a short break.

14 (Whereupon, a short recess was taken.)

15 MR. GRATZ: We have just come back from a
16 break in the deposition that Mr. Boni requested and the
17 Witness.

18 A. I have just been reminded that I did, in
19 fact, read the Complaint and that I did sign an
20 agreement and had not put that on to your record.

21 Q. Turning to the question of publishing
22 contracts, with respect to each of your published books,
23 was there a written publishing contract?

24 A. Yes.

25 Q. Do you currently have in your possession

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1 any of those publishing contracts?
 2 **A. Oh, yes.**
 3 **Q.** Which ones?
 4 **A. I can't tell you.**
 5 **Q.** Have you provided any of those publishing
 6 contracts?
 7 **A. Maybe not.**
 8 MR. BONI: Do you want me to check? Whatever
 9 we have we produced. I don't recall.
 10 **A. I don't think I have all of them in my**
 11 **files, but I do have some.**
 12 **Q.** Have you provided any of them to Mr.
 13 Boni?
 14 **A. I guess not.**
 15 MR. BONI: I turned over everything that we
 16 had, Joe.
 17 **Q.** But you know you have some of them in
 18 your possession?
 19 **A. I do.**
 20 **Q.** But not all of them?
 21 **A. Not all of them.**
 22 **Q.** With respect to A House For Everyone, do
 23 you have the publishing contract?
 24 **A. I doubt it. That was my very first book**
 25 **that was published in 1958.**

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1 **and rising of royalties and a whole lot of things.**
 2 **Q.** Including non-monetary terms?
 3 **A. Right, including non-monetary terms.**
 4 **Q.** Do you know whether any of the publishing
 5 contracts for your books provided that you would retain
 6 the digital publication rights?
 7 **A. I could tell you that they did not. I**
 8 **mean that I did, yes, they did not give -- they did not**
 9 **discuss digitalization.**
 10 **Q.** They didn't discuss digitization one way
 11 or the other?
 12 **A. That's right.**
 13 **Q.** And that's true of all of the contracts,
 14 including the ones with Aladdin in the 1990s, or would
 15 you need to see the contracts?
 16 **A. I would need to see the Simon & Schuster**
 17 **contracts. The Simon & Schuster contracts are the four**
 18 **easy to read books. All of the others were published**
 19 **before the question of electronic rights became an**
 20 **issue.**
 21 **Q.** Does that include Hey! I Am Reading?
 22 **A. Yes, it does. It was the last book**
 23 **published by Random before contracts discussed**
 24 **digitization, right.**
 25 **Q.** How do you know that?

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1 **Q.** What were the terms of the publishing
 2 contract for A House For Everyone?
 3 **A. I couldn't possibly tell you.**
 4 **Q.** Sitting here today, can you tell me the
 5 terms of any of the publishing contracts for your books
 6 or would you need to --
 7 **A. By terms, do you mean financial terms, do**
 8 **you mean contract terms?**
 9 MR. BONI: You mean the paragraphs?
 10 **Q.** I mean contractual terms. I mean what
 11 agreements are written down in the contracts?
 12 **A. I don't know. If you see a random**
 13 **contract which can give a branch of, you know, they are**
 14 **legalized paper, five or six pages, small type.**
 15 **Q.** You would need to see the contracts
 16 themselves to tell me?
 17 **A. Oh, yes.**
 18 **Q.** Did the terms of the contracts differ
 19 from book to book at all?
 20 **A. Of course.**
 21 **Q.** To tell me what the differences are, you
 22 would need to see the contract; is that right?
 23 **A. I could tell you I was paid more money as**
 24 **I became a more published author and I had more say in**
 25 **the terms, like under what, you know, selling of rights**

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1 **A. I know that because I saw the sign above**
 2 **my editor's desk from Mr. Vitale saying from now on, and**
 3 **it was dated, and I had just signed my contract. From**
 4 **now on we will not let a contract out of this house**
 5 **without.**
 6 **Q.** Without discussing digital rights?
 7 **A. Yes.**
 8 **Q.** Did any of the contracts for your books
 9 discuss promotional uses of excerpts from the publisher?
 10 **A. No. I think you asked me that before and**
 11 **I said I don't think that is a contractual use.**
 12 **Q.** With respect to any of your books, were
 13 there any oral rather than written agreements --
 14 **A. No.**
 15 **Q.** -- after the contract was signed?
 16 **A. No.**
 17 **Q.** Did any of the contracts provide for
 18 reversion of rights to you?
 19 **A. Yes.**
 20 **Q.** Upon occurrence of what event?
 21 **A. It is murky and I would have to look that**
 22 **up. I do have, as you saw, some reversion of right**
 23 **statements.**
 24 **Q.** Were you required to submit a reversion
 25 request?

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1 **A. Yes.**
 2 **Q.** With respect to all of them?
 3 **A. Each of them.**
 4 **Q.** Did you submit those reversion requests?
 5 **A. As they seemed to be going out of print,**
 6 **yes. Some of them are still ambiguous.**
 7 **Q.** The ambiguous ones are listed on the
 8 second page of exhibit --
 9 **A. Yes, as you saw not complete.**
 10 **Q.** Exhibit 9?
 11 **A. Yes.**
 12 **Q.** With respect to the titles on the first
 13 page of Exhibit 9.
 14 **A. Yes.**
 15 **Q.** Have you submitted reversion request
 16 letters with respect to each of those titles?
 17 **A. Most of them, yes, but I can't say for**
 18 **sure.**
 19 MR. GRATZ: We will mark as Exhibit 10 a
 20 letter dated December 5, 1995 to Betty Miles from Alfred
 21 A. Knopf, Inc.
 22 (Whereupon, the aforementioned document was
 23 marked as Miles Exhibit 10 for identification as of this
 24 date by the Reporter.)
 25 **Q.** Do you recognize what has been marked as
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1 **selling -- I mean my editor wanted my books. I didn't**
 2 **need her for sales. She was not doing well on the**
 3 **rights and I was about to make a big sale of rights to**
 4 **paperback rights for a lot of the novels to Knopf, my**
 5 **publisher, and it seemed a good time to be realistic and**
 6 **say that to her and leave her.**
 7 **Q.** And Exhibit 10 here is an acknowledgement
 8 that the rights are reverting to you in Just Think; is
 9 that right?
 10 **A. Yes.**
 11 **Q.** So with respect to Just Think, after this
 12 letter was sent, you owned all of the rights; is that
 13 right?
 14 **A. Yes.**
 15 **Q.** Do you still own all of the rights in
 16 Just Think?
 17 **A. Sure, this is forever.**
 18 **Q.** You haven't transferred any to anyone
 19 since this?
 20 **A. No.**
 21 MR. GRATZ: Let's mark as Exhibit 11 a letter
 22 from Amy Nathanson from Random House to Betty Miles
 23 dated July 24, 1995.
 24 (Whereupon, the aforementioned document was
 25 marked as Miles Exhibit 11 for identification as of this
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1 Exhibit 10?
 2 **A. Yes.**
 3 **Q.** What is Exhibit 10?
 4 **A. It is a reversion of rights agreement.**
 5 **Q.** It is with respect to the book Just
 6 Think; is that right?
 7 **A. Yes.**
 8 **Q.** It is cced to McIntosh and Otis, Inc.?
 9 **A. Yes.**
 10 **Q.** What is McIntosh and Otis, Inc.?
 11 **A. That was my agent.**
 12 **Q.** Was that your agent in 1995, your agent
 13 in 1970 or both?
 14 **A. I can't remember. Let's see. I think I**
 15 **wrote that down somewhere. No, I don't have it. I**
 16 **forget when I left my agent. It was from the beginning**
 17 **until I --**
 18 **Q.** If it refreshes your recollection, here
 19 are the books back.
 20 MR. BONI: You either remember or you don't.
 21 **A. I don't remember. I think it was**
 22 **probably in the early '90s that I left my agent.**
 23 **Q.** Why did you leave your agent?
 24 **A. I left my agent because she was not doing**
 25 **well with selling foreign rights and I had been**
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1 date by the Reporter.)
 2 **Q.** Do you recognize what has been marked as
 3 Exhibit 11?
 4 **A. Yes.**
 5 **Q.** What is it?
 6 **A. It is a remainder notice of one addition**
 7 **of The Trouble With Thirteen being remaindered. That**
 8 **means that there will be no more of that printed, in**
 9 **that form.**
 10 **Q.** Does Exhibit 11 indicate who owns the
 11 rights with The Trouble With Thirteen?
 12 **A. No. It is only one edition of a book to**
 13 **which I still own the rights.**
 14 **Q.** Do you own all rights with The Trouble
 15 With Thirteen?
 16 **A. Yes. Well, no, that is one of the**
 17 **ambiguous ones, whether they reverted or not.**
 18 **Q.** When it is reverted or not depends on the
 19 terms of the publishing contract; is that right?
 20 **A. It depends on the number on whether each**
 21 **edition of the book has been remaindered.**
 22 **Q.** Has each edition with The Trouble With
 23 Thirteen been remaindered?
 24 **A. I don't know.**
 25 **Q.** Sitting here today, can you tell me
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1 whether or not you own all of the rights to The Trouble
 2 With Thirteen?
 3 **A. I don't have a formal acknowledge of the**
 4 **reversion of rights.**
 5 **Q.** So some rights may remain with Knopf?
 6 **A. If they -- yes, yes.**
 7 **Q.** Depending on whether there is an edition
 8 out there that hasn't been remaindered?
 9 **A. Rights don't depend on editions. It is**
 10 **the rights go with the title.**
 11 **Q.** With respect to that title, it is unclear
 12 whether all of the conditions have occurred for there to
 13 be?
 14 **A. Each edition has been remaindered, in**
 15 **that case I could legitimately ask for a reversion of**
 16 **rights.**
 17 **Q.** And you haven't asked for a reversion of
 18 rights with The Trouble With Thirteen?
 19 **A. No.**
 20 **Q.** That is likely true with respect to
 21 Maudie And Me And The Dirty Book; is that right?
 22 **A. I think so.**
 23 MR. GRATZ: Let's mark as Exhibit 12 a letter
 24 dated February 28, 1996 to Betty Miles from Random
 25 House.
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1 **Q.** What would you need to do to find out?
 2 **A. Contact the publisher.**
 3 **Q.** Do you possess any other reversion
 4 acknowledgment letters other than the ones that you
 5 provided to your Counsel?
 6 **A. You just asked me. I said I wasn't sure.**
 7 **Q.** Are there any books for which you had
 8 sent a reversion request letter but not received a
 9 reversion acknowledgment letter?
 10 **A. At this moment, no.**
 11 **Q.** Is it consistent with your recollection
 12 that all of your out of print titles from the beginning
 13 through A Day Of Spring published in 1970 are ones for
 14 which you don't have a reversion acknowledgment letter?
 15 **A. I am not sure which of those. You have**
 16 **them here, but I don't know which ones they are.**
 17 MR. GRATZ: We will have this marked as
 18 Exhibit 13, a document bearing Bates number P-Miles-025.
 19 (Whereupon, the aforementioned document was
 20 marked as Miles Exhibit 13 for identification as of this
 21 date by the Reporter.)
 22 **Q.** You have been handed what has been marked
 23 as Exhibit 13. Do you recognize this document?
 24 **A. This is Mr.-- oh, no. Yes, I mean I have**
 25 **been following these articles in the Times, yes.**
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1 (Whereupon, the aforementioned document was
 2 marked as Miles Exhibit 12 for identification as of this
 3 date by the Reporter.)
 4 **Q.** Do you recognize Exhibit 12?
 5 **A. Yes.**
 6 **Q.** What is it?
 7 **A. It is, again, another remainder notice**
 8 **for a particular edition of the book, in this case**
 9 **Maudie And Me And The Dirty Book.**
 10 **Q.** Is Maudie And Me And The Dirty Book
 11 similarly situated as The Trouble With Thirteen?
 12 **A. Yes.**
 13 **Q.** You haven't sent a reversion request with
 14 respect to Maudie And Me And The Dirty Book?
 15 **A. That's right.**
 16 **Q.** Have you sent a reversion request with
 17 respect to A Day Of Spring?
 18 **A. I don't know.**
 19 **Q.** Have you sent a reversion request with
 20 respect to A Day of Autumn?
 21 **A. I don't know.**
 22 **Q.** Other than the reversion acknowledgment
 23 letters that you provided to your Counsel, do you have
 24 any other reversion acknowledgment letters?
 25 **A. I may have, but I am not sure.**
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1 **Q.** This is an article by Katie Hafner,
 2 headlined At Harvard, a Man, a Plan and a Scanner; is
 3 that right?
 4 **A. Yes.**
 5 **Q.** This is an article that you clipped from
 6 the newspaper; is that right?
 7 MR. BONI: We produced this in the first
 8 production six years ago, five or six years ago.
 9 **A. I intend to clip things, yes.**
 10 **Q.** Do you maintain clipping files of
 11 interesting articles?
 12 **A. Yes, I do.**
 13 **Q.** What led you to clip this article?
 14 **A. I have been clipping articles about the**
 15 **Google case from the beginning because I am very**
 16 **invested in this. My opinion on this has been sought**
 17 **and given and I feel that my role in this case is to**
 18 **weigh in on issues around it, so it is important to me**
 19 **to keep up with. I mean this is an early one, but I**
 20 **read it, not just in the Times, in the New York review**
 21 **of books. This is important to me because I feel I am**
 22 **really representing authors who want to control their**
 23 **rights and I am concerned that I will weigh in sensibly**
 24 **and be aware and my opinion bears some weight.**
 25 **Q.** Turning to the second page of Exhibit 13.
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1 **A. In the Author Guild's bulletin?**
 2 **Q.** Yes.
 3 **A. Yes, there were.**
 4 **Q.** Were those articles provided to your
 5 Counsel as part of discovery in this case?
 6 **A. I have no idea.**
 7 MR. BONI: We are not maintaining privilege
 8 as to those, Joe.
 9 MR. GRATZ: But they haven't been produced?
 10 MR. BONI: No.
 11 MR. GRATZ: Nothing further.
 12 MR. BONI: I just have a question or two.
 13 EXAMINATION BY
 14 MR. BONI:
 15 **Q.** You were just asked among the documents
 16 you were shown was the notice with respect to the
 17 settlement agreement in the case; is that correct?
 18 **A. Yes.**
 19 **Q.** Did you weigh in with respect to the
 20 settlement agreement?
 21 **A. Yes, I did.**
 22 **Q.** You testified earlier about royalty
 23 income with respect to your late husband. What type of
 24 author was your husband?
 25 **A. He was an academic author. He wrote**
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1 husband could receive a reversion of rights upon
 2 occurrence of some event or were they a different kind
 3 of contract?
 4 MR. BONI: Object to the form. You can
 5 answer.
 6 **A. Yes, I don't know what different kind of**
 7 **contract. They were pretty thorough contracts. I am**
 8 **not sure about the specific reversion of rights clause.**
 9 **Q.** Do you own the copyright in your
 10 husband's books?
 11 **A. Yes, I do.**
 12 **Q.** And Sage does not; is that right?
 13 **A. I own them.**
 14 **Q.** Is that as a result of reversion or
 15 because your husband retained ownership?
 16 **A. Because he retained ownership.**
 17 **Q.** Do you have any of the publishing
 18 contracts between your husband and Sage Publishing?
 19 **A. I am sure I do.**
 20 **Q.** Have those been provided to your Counsel
 21 in this case?
 22 **A. No.**
 23 **Q.** But you know where they are roughly?
 24 **A. Yes.**
 25 **Q.** You would be able to provide them?
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1 **textbooks.**
 2 **Q.** You were asked earlier about academic
 3 authors and whether you can fairly represent or I think
 4 the word was adequately represent academic authors. Do
 5 you believe that you can?
 6 **A. Very much so.**
 7 **Q.** Why is that?
 8 **A. Well, not only in my husband's case, but**
 9 **many of his colleagues. I know a great many academics,**
 10 **as I know a great many plain authors and I know that no**
 11 **matter what kind of book they are writing, they are all**
 12 **concerned about their copyright and the rights of**
 13 **holders of copyright to control their books.**
 14 MR. BONI: I have no further questions.
 15 Thank you.
 16 CONTINUED EXAMINATION BY
 17 MR. GRATZ:
 18 **Q.** One or two questions.
 19 With respect to your husband's books, were
 20 they all textbooks?
 21 **A. Yes, they were published by Sage**
 22 **Publications, which is essentially a text house in the**
 23 **social sciences essentially, yes.**
 24 **Q.** The publishing contracts with respect to
 25 those textbooks, did they provide for that your late
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1 **A. Yes.**
 2 **Q.** But sitting here today, you can't tell me
 3 exactly what the terms of those contracts were without
 4 looking at them; is that right?
 5 **A. I could tell you that they are contracts**
 6 **that any academic would be pleased to have.**
 7 MR. GRATZ: No further questions.
 8 THE WITNESS: Thank you.
 9 (Whereupon, 3:55 P.M. the Examination of this
 10 Witness was concluded.)
 11
 12
 13
 14 _____
 15 BETTY MILES
 16
 17 Subscribed and sworn to before me
 18 this ____ day of _____ 2012.
 19
 20 _____
 21 NOTARY PUBLIC
 22
 23
 24
 25
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EXHIBITS

1 MILES EXHIBITS:
2
3 EXHIBIT EXHIBIT PAGE
4 NUMBER DESCRIPTION
5
6 1 Notice of Deposition 4
7
8 2 A page from the book called
9 The Real Me 23
10
11 3 A page from the book called
12 Goldilocks And The Three Bears 27
13
14 4 A description of the book
15 Goldilocks And The Three Bears 29
16
17 5 A display of a partial page from
18 Just The Beginning 35
19
20 6 The book titled Just The Beginning 37
21
22 7 The book titled The Trouble With
23 Thirteen 42
24
25 8 Web pages consisting of nine pages 43
26
27 9 Two-page document titled Betty Miles -
28 Out-Of-Print Titles and
29 In-Print Status Unknown 55
30
31 10 Letter dated December 5,
32 1995 to Betty Miles from
33 Alfred A. Knopf 77
34
35 11 Letter from Amy Nathanson
36 from Random House to Betty
37 Miles dated July 24, 1995 79
38
39 (Exhibits continue on next page)
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CERTIFICATE

1
2
3 STATE OF NEW YORK)
4 : SS.:
5
6
7 COUNTY OF RICHMOND)
8
9
10 I, DEBORAH GARZANITI, a Notary Public for and
11 within the State of New York, do hereby certify:
12 That the witness whose examination is
13 hereinbefore set forth was duly sworn and that such
14 examination is a true record of the testimony given by
15 that witness.
16 I further certify that I am not related to any
17 of the parties to this action by blood or by marriage
18 and that I am in no way interested in the outcome of
19 this matter.
20 IN WITNESS WHEREOF, I have hereunto set my hand
21 this 6th day of January 2012.
22
23
24
25

DEBORAH GARZANITI

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99

1 MILES EXHIBITS:
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3 EXHIBIT EXHIBIT PAGE
4 NUMBER DESCRIPTION
5
6 12 Letter dated February 28, 1996 to
7 Betty Miles from Random House 82
8
9
10 13 An article bearing Bates
11 number P-Miles-025 83
12
13
14 14 E-Mail from the Authors Guild to
15 Betty Miles of September 23, 2005 87
16
17
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23
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25

I N D E X

EXAMINATION BY PAGE
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MR. BONI 93

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B. MILES

1 C E R T I F I C A T E

2

3 STATE OF NEW YORK)
4 COUNTY OF RICHMOND) : SS.:

5

6

7 I, DEBORAH GARZANITI, a Notary Public for and
8 within the State of New York, do hereby certify:

9 That the witness whose examination is
10 hereinbefore set forth was duly sworn and that such
11 examination is a true record of the testimony given by
12 that witness.

13 I further certify that I am not related to any
14 of the parties to this action by blood or by marriage
15 and that I am in no way interested in the outcome of
16 this matter.

17 IN WITNESS WHEREOF, I have hereunto set my hand
18 this 6th day of January 2012.

19

20

21

Deborah Garzaniti
DEBORAH GARZANITI

22

23

24

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EXHIBIT 7

MACMILLAN PUBLISHING COMPANY
A DIVISION OF MACMILLAN, INC
866 Third Avenue, New York, N. Y. 10022

AGREEMENT made this 15th day of September, 19 89,
between Macmillan Publishing Company, a division of Macmillan,
Inc., 866 Third Avenue, New York, NY 10022 (the "Publisher")
and Jim Bouton, 265 Cedar Lane, Teaneck, NJ 07666 (the "Author")
with respect to a book tentatively entitled
BALL FOUR (hereinafter
referred to as the "Work").

1. Grant of Rights

Author grants to Publisher the exclusive right to print,
publish, distribute and sell the Work and to exercise
the subsidiary rights listed in paragraph 5 below
throughout the ~~World~~ United States of America, its territories
and dependencies, Canada, and the Philippine Republic, and United
States installations abroad, and non-exclusively in the Open Market
excluding the British Commonwealth

(hereinafter the "Territory"). Except as otherwise
provided herein, Publisher may exercise the rights
granted for the full term of copyright (including any
renewals and extensions) provided by law in each country
included within the Territory, under any copyright laws
now or hereafter in force.

2. The Work

a) The Work is described as follows: Jim Bouton's BALL FOUR is an account,
in journal form, of his years in major league baseball. The Work is of approximately
80,000 words, with a new epilogue by Author.

03 02 28 19

/epilogue for the

b) Except as otherwise disclosed by Author to Publisher prior to the execution of this Agreement, Author agrees that the Work will be Author's next published work. Author will deliver to Publisher on or before October 15, 1989 ("Due Date"), time being of the essence, two cleanly typed doubled-spaced copies of the manuscript of the Work, all in form and content satisfactory to Publisher and complete and ready for the copyeditor, along with all illustrations, photographs, charts and any other necessary material, all in a form suitable for reproduction. Author will submit with the manuscript on or before the Due Date all necessary permissions, releases, licenses and consents. If requested by Publisher, Author shall prepare and deliver to Publisher, within fourteen days after Publisher's request therefor, a legibly typewritten index. If the Author does not prepare the index or if the index is not satisfactory, then Publisher may have the index prepared at Author's expense.

c) 1) If Author does not deliver the complete manuscript of the Work to Publisher within thirty days after the Due Date, or at another date as may have been agreed to by Editor-in-Chief or Officer of Publisher in writing, then upon Publisher's written notification thereof, Author will repay to Publisher all amounts paid to Author under this Agreement. If the Work is delivered but deemed unsatisfactory, then upon Publisher's written notification thereof, Author will repay to Publisher all amounts paid to Author under this Agreement from the first and any proceeds of a sale of the Work, or a substantially similar work, to another party or publisher but in no event later than six months after Publisher's written notification (regardless of whether or not the Work has been resold). Author hereby assigns to Publisher the right to receive all sums due to Author from any subsequent sale or other exploitation of the said Work, limited to the total amounts paid to Author under this Agreement. Upon repayment in full, Publisher

will return to Author all rights granted herein.

- 2) If Author fails to repay Publisher in full all sums paid to or for the benefit of Author under this Agreement, then Publisher may, in addition to its other remedies, retain for its own account monies due Author under the terms of any other agreements between Author and Publisher until the amounts so retained equal the amount owing to Publisher.
- d) If Publisher decides to submit the manuscript of the Work to its legal counsel for review, then the Work shall not be deemed complete and satisfactory unless all changes which may be requested by Publisher on advice of legal counsel or by legal counsel have been made by Author, regardless of whether any advance payment otherwise due to Author on delivery and acceptance of the manuscript has been made. Nothing contained in this paragraph will alter or vary any of the parties' rights under paragraph 12 of this Agreement.
- e) The Work shall not be considered as satisfactory and accepted for publication by Publisher until an Officer of Publisher provides written notification to Author of Publisher's acceptance.

3. Advance

Publisher shall pay to Author as an advance against all monies accruing to Author under this Agreement the sum of _____, which shall be paid as follows: _____ the signing of the Agreement; and _____ on the acceptance by the Publisher of a complete and satisfactory manuscript of the epilogue for the Work.

4. Book Royalties

Publisher will pay to Author the following amounts:

a) Domestic

1) Hardcover

On all copies, less returns, of a regular trade hardcover edition (and revisions thereof) sold by Publisher in the United States through normal trade channels (except as hereinafter set forth), the following royalties: Ten percent (10%) of the suggested retail list price on the first 5,000 copies sold; twelve and one-half percent (12½%) on the next 5,000 copies sold; and fifteen percent (15%) on all copies sold thereafter.

2) Paperback

On all copies, less returns, of a paperback edition, sold by Publisher in the United States through normal trade channels (except as hereinafter set forth), a royalty of six percent (6%) of the suggested retail list price on the first 10,000 copies sold and seven and one-half percent (7 1/2%) on all copies in excess of 10,000.

3) Unbound Sheets

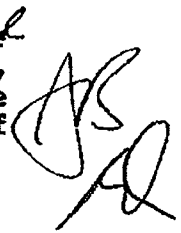
On sales of sheets of the Work, ten percent (10%) of the amounts actually received by Publisher from such sales.

4) Special Sales

On all copies, less returns, of a regular hardcover or paperback edition sold by Publisher outside normal wholesale and retail channels in the United States at a discount greater than fifty percent (50%), ten percent (10%) of the amounts actually received.

- b) Export
On all copies, less returns, of a regular trade hardcover edition or a paperback edition of the Work sold by Publisher outside the United States, an amount equal to ten percent (10%) of the amounts actually received.
- c) Premium
On all copies of the Work sold by Publisher for premium use, and on all copies sold of an edition specifically manufactured for another party, Publisher shall pay five percent (5%) of the amounts actually received.
- d) Direct Marketing
On all copies, less returns, of the Work sold by Publisher directly to consumers as distinct from sales made to bookstores or wholesalers, five percent (5%) of the amounts actually received, exclusive of shipping, handling and sales tax.
- e) Promotions
On all copies of the Work given away or sold at or below Publisher's cost to promote the sale of the Work, no royalty shall be paid.

~~f) Special Printings
If in order to maintain the Work in print Publisher arranges for a printing of less than 2,000 copies, then the royalties on all copies sold which were produced from such printing shall be one-half of the royalty rates set forth in this paragraph 4.~~



5. Subsidiary Rights

- a) The exclusive subsidiary rights referred to in paragraph 1 include all of the rights enumerated below. The amounts actually received from the sale or license of such rights within the Territory are to be shared by Author and Publisher in the percentages indicated:

- | | | | |
|----|--|--|---|
| 1) | <p style="text-align: center;">/epilogue for the</p> <p><u>First Serial</u>
To license the Work in whole or in part, or in a condensed or abridged version, in periodicals or newspapers, in one or more installments, before publication in book form.</p> | <p>Author's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>75%</p> | <p>Publisher's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>25%</p> |
| 2) | <p><u>Second Serial</u>
To license the Work in whole or in part, or in a condensed or abridged version, in periodicals or newspapers, in one or more installments, after publication in book form.</p> | <p>Author's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> | <p>Publisher's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> |
| 3) | <p><u>Reprints</u>
To license the Work to one or more publishers for reproduction in full-length, condensed or abridged versions in hardcover or paperbound reprint editions, including mass-market, trade paperback or large-print editions.</p> | <p>Author's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> | <p>Publisher's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> |
| 4) | <p><u>Permissions, Anthologies, Extracts, Abridged Versions, Collections</u>
To license for publication excerpts, adaptations or abridgements of all or part of the Work. In addition, if the Publisher publishes the complete Work in a collection or anthology with one or more other works, Author shall be entitled to receive that proportion of the royalty payable under paragraph 4 (Book Royalties) which the Work bears to the total number of works contained in such collection.</p> | <p>Author's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> | <p>Publisher's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> |
| 5) | <p><u>Book Club</u>
To license the right to print, publish, and sell an edition of the Work to a book club or any organization which purchases book club rights, in full-length, condensed or abridged versions.</p> | <p>Author's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> | <p>Publisher's
Share</p> <hr style="width: 50%; margin: 0 auto;"/> <p>50%</p> |
| b) | <p><u>Promotional and Free Copies</u>
Publisher may publish or permit others to publish or broadcast without charge and without royalty such selections from the Work for publicity purposes as may, in its opinion, benefit the sale</p> | | |

of the Work. Publisher shall also be authorized to license publication of the Work without charge and without royalty in Braille or by any other method primarily designed for the physically handicapped.

- c) Intra-Corporate Transactions
Publisher shall have the right to license any of the subsidiary rights enumerated in paragraph 5 (a) to any of its subsidiaries, affiliates or divisions provided that the terms thereof are no less favorable than those which would be offered by an unrelated third party under comparable circumstances.

6. Publication

- a) Within eight months of its acceptance of the final manuscript and delivery of any other materials required pursuant to paragraph 2 (b), Publisher will publish the Work at its own expense, in hardcover and/or in paperback, in a style, manner, and at a price it deems best suited to the sale of the Work. It is understood that advertising, number and destination of free copies and all details of design, manufacture, distribution, marketing and promotion shall be at the discretion of Publisher. Publisher's failure to publish within such period shall not be deemed a breach of the Agreement if the delay is caused by any circumstances beyond its reasonable control.
- b) In the event the Publisher shall fail to publish the Work within eight (8) months after Publisher's acceptance of the Work, the Author may as Author's sole remedy at any time thereafter serve a written demand upon the President and Publisher of the Adult Trade Division by registered mail, return receipt requested, requiring the Publisher to publish the Work within ninety (90) days after receipt of such written demand, and if the Publisher shall fail to comply with such demand within such ninety-day (90) period, then this Agreement shall terminate without further notice at the end of such period and all rights, title and interest in and to the Work shall revert to the Author for the Author's sole use and disposition. In the event of termination by the Author pursuant to this paragraph, such payments as shall have been made to the Author hereunder as advances shall be deemed in full discharge of all Publisher's obligations to the Author pursuant to this

Agreement and no other damages, claims, actions or proceedings, either legal or equitable for breach of contract, default, failure to publish or otherwise, may be claimed, instituted, or maintained by the Author against the Publisher.

7. Author's Name

Publisher and its licensees may use Author's name, photograph and likeness in the Work and in all revisions thereof and in connection with the Work's advertising, promotion and the exercise of all rights granted to Publisher hereunder. Publisher agrees to consult Author on such uses of Author's name, photograph and likeness.

8. Copyright

Publisher shall register the Work for copyright in the United States in the name of: Jim Bouton. If any part of the Work has been published and registered for copyright prior to January 1, 1978, Author: (i) agrees to timely apply for the renewal of said copyright prior to the expiration of the first term thereof, (ii) authorizes Publisher to make such application in the name of Author, and (iii) if this Agreement has not been terminated previously, hereby assigns to Publisher the sole and exclusive right to print, publish and sell the Work, and exercise the other rights referred to herein, during the full term of renewal and extensions of copyright, on the same terms and conditions as for the original copyright term.

9. Reports and Payments

- a) After publication of the Work, Publisher shall render semi-annual statements of Author's earnings under this Agreement as of each June 30 and December 31 and shall mail the statements and applicable payments during the following September and March respectively, but not later than September 30 and March 31. In reporting sales, Publisher may withhold a reasonable reserve for future returns. After Publisher has recouped the advance, Publisher shall pay Author the royalties and other payments due Author herein less any overpayment or other indebtedness of Author to Publisher. An unearned advance for the Work shall not be deemed an indebtedness for purposes hereof.
- b) Author or a certified public accountant designated by Author may inspect Publisher's books and records, insofar as they relate to the Work, once a
- /for the first three
(3) accounting periods
after publication,
and shall repay such
reserve in the fourth
accounting period.
Such reserve for
returns shall not
exceed forty percent
(40%) of the amount
due.

year upon written request and during normal business hours, in order to verify the accuracy of Publisher's statements issued in respect to the Work. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay to the other the amount of the error. Any such examination shall be at Author's expense unless errors in accounting to Author's disadvantage amounting to five percent (5%) or more of the total sum paid to Author in that accounting period shall be found; and in such event Publisher shall pay the amount of the error and contribute to the reasonable costs of the examination, in an amount not to exceed the amount of the error.

* It is understood and agreed that the Author shall receive a fifty percent (50%) discount of the suggested retail price, which is the best price offered to a third party at this time.

10. Author's Copies /twenty (20)

Publisher shall furnish to Author, free of charge, ~~ten-~~ ~~(10)~~ copies of the initial edition of the Work and, should Author desire more copies for personal use, Publisher shall supply such copies at one-half (1/2) the suggested retail price.* No royalties shall be paid on copies purchased by Author. Author will be billed for such copies and payment shall be made within thirty days of receipt of bill.

11. Excess Inventory

- a) If at any time after one year from publication of the Work, Publisher has copies on hand which, in its judgment, cannot be sold through usual marketing channels, Publisher may sell such copies at a "remainder price," that is, at a special discount of sixty percent (60%) or more from the retail list price. All copies sold at a remainder price shall be accounted for separately and not included in sales totals, and the royalty on each copy sold shall be ten percent (10%) of the net amount received by Publisher reduced by the manufacturing cost. Publisher will not pay any royalties on copies sold at or below manufacturing cost.
- b) If the sale at a remainder price involves the entire inventory, Publisher will notify Author in advance of the planned sale and provide Author with the opportunity to purchase all or part of the inventory at the remainder price. Author must

notify Publisher within thirty days of the date of Publisher's notification as to whether or not Author wishes to make such purchase.

12. Warranty and Indemnity

a) Warranty

Author warrants and represents that:

- 1) Author is the sole author and proprietor of the Work.
- 2) Author has full power and authority to make and perform this Agreement and to grant the rights granted hereunder, and that Author has not previously assigned, transferred or otherwise encumbered the same.
/the epilogue
- 3) The Work is not in the public domain, and / has not been previously published.
- 4) The Work does not infringe upon any statutory or common law copyright or other literary property right.
- 5) The Work does not invade the right of privacy of any person, nor contain any matter libelous or otherwise in contravention of the rights of any third party; and, if the Work is not a work of fiction, all statements in the Work asserted as facts are true and accurate, based upon reasonable research.
- 6) The Work contains no matter which violates any federal or state statute or regulation thereunder, nor is it in any other manner unlawful.
- 7) The Work contains no recipe, formula or instruction injurious to the user.

b) Indemnity

- 1) Subject to the provisions of this subparagraph 12 (b), Author hereby indemnifies and agrees to hold Publisher, any seller of the Work and Publisher's licensees harmless from any claims, losses, or damages, including reasonable attorneys' fees, incurred or sustained by any of them,

in connection with or resulting from any claim, action, or proceeding arising out of or relating to a breach of any of Author's warranties, representations or agreements herein contained. In defending any such claim, action, or proceeding, Publisher may use counsel of its own selection. Publisher shall promptly notify Author of any such claim, action or proceeding. From the date of notice of claim, Publisher and Author shall each pay one-half of the expenses actually incurred in defending the claim. In addition, Publisher shall have the right to withhold its reasonable estimate of the total damages and expenses from sums otherwise payable to Author pursuant to this or any other agreement between Author and Publisher and to apply such sums to payment of such estimated damages and expenses. Any settlement of a claim, action, or proceeding in excess of Five Thousand Dollars (\$5,000) shall be subject to Author's approval, such approval not to be unreasonably withheld or delayed.

- 2) In the event a final judgment is entered against Publisher, Author shall be liable for and shall pay to Publisher the amount of said judgment and shall reimburse Publisher for any and all expenses incurred in said action, including counsel fees.
- 3) In the event of a settlement, Author shall be liable for and pay to Publisher (i) fifty percent (50%) of the amounts paid by Publisher in settlement and (ii) fifty percent (50%) of the amount of Publisher's counsel fees and other expenses, provided, however, that Author will pay all counsel fees incurred after Author withheld approval of a settlement offer which Publisher found acceptable and any amount paid in settlement in excess of the amount of settlement Publisher originally approved.
- 4) In the event such claim, suit, or action is discontinued or dismissed without liability to Publisher, Author shall be liable for and shall pay to Publisher fifty percent (50%) of the amount of Publisher's counsel fees and other expenses.

c) Survival of Warranties and Indemnities

Any warranties, representations, agreements or indemnities contained in this paragraph shall survive the termination of or any reversion of rights under this Agreement.

13. Out of Print (See Rider A)

- a) The Work shall be considered in print if it is on sale by Publisher in any edition or if it is subject to an option or an outstanding license under this Agreement. If the Work is not in print, Author may request in writing that Publisher keep the Work in print. Publisher will have six months in which to comply. If Publisher fails to comply, or does not wish to keep the Work in print, then at the end of such six-month period this Agreement shall terminate and all of the rights granted to Publisher shall revert to Author, upon and subject to the payment by Author to Publisher of any outstanding indebtedness. An unearned advance for the Work shall not be deemed an indebtedness.
- b) In the event of termination, Author shall have the right to purchase the film or plates, if available, of the Work at one-third (1/3) of the manufacturing cost, including composition, and any remaining copies or sheets of the Work at the manufacturing cost. If Author does not elect to make this purchase within thirty days, then Publisher may dispose of such materials as it sees fit.

14. Publisher's Trademarks

Author acknowledges that Publisher has sole and exclusive ownership of the trademark, trade name, logo, imprints and any other identification now or hereafter used by Publisher. Nothing in this Agreement (including, but not limited to, the right of Author to purchase books and film on termination) shall permit Author to use Publisher's identification during the term of this Agreement or thereafter, without first obtaining Publisher's consent in writing.

15. Additional Documents

- a) Each party agrees to execute such documents as may be reasonably necessary to confirm the rights of the other party in respect of the Work.
- b) If the Work has been previously published and the rights have reverted to Author, Author shall provide Publisher with the documentation relating to the reversion of rights and certified copies of the original copyright registration certificate.

16. Force Majeure

Neither Author nor Publisher shall be liable because of delays in its performance caused by wars, civil riots, strikes, fires, acts of God, governmental restrictions or because of other similar circumstances beyond either party's control, provided such delay does not exceed three months. If a party's performance is delayed for a period in excess of three months, then the other party shall have the right to terminate this Agreement.

17. Competitive Work

If the Work hereunder is a nonfiction work, then, during the term of this Agreement, Author agrees not to publish or authorize publication of any other work covering substantially the same subject matter as the Work which would be directly competitive to the Work and likely to detract from, impair or frustrate Publisher's sales of the Work or Publisher's ability to exercise in full its rights in and to the Work.

18. Miscellaneous Provisions

a) This Agreement constitutes the complete understanding of the parties. No modification, waiver, or extension of any provision hereof shall be valid unless in writing and signed by both parties and no waiver shall be deemed a continuing one.


b) This Agreement shall bind and inure to the benefit of the heirs, executors, administrators and legal representatives of Author, and upon the successors and assigns of Publisher. However, all obligations and rights of Author, other than the right to receive payment, are personal and non-assignable.

c) This Agreement shall be deemed to have been entered into in the State of New York and shall be interpreted and construed in accordance with the laws of the State of New York applicable to agreements executed and to be performed therein with each party. Each party hereby agrees to submit to the sole and exclusive in personam jurisdiction of the courts of the State of New York, New York County, for the resolution of all disputes between them or, if jurisdictional prerequisites exist at the time, to the sole and exclusive in personam jurisdiction of the Federal Courts of New York, with venue to be in the Southern District of New York.

d) Author agrees to purchase from Publisher no fewer than 2,000 hardcover copies of the Work within the first four(4) years after publication/ No royalties will be paid to Author on such copies.


/at a fifty percent (50%) discount of retail list price.

e) Author agrees to supply to Publisher, as soon as possible after the signing of this Agreement, satisfactory documentation from Bookcrafters, Inc. that they have no further right, title, and interest in and to the Work.



Author

Macmillan Publishing Company,
a division of Macmillan, Inc.



Social Security No.

By 

USA

Citizenship

3/89

RIDER A

1. It is understood and agreed that the Author retains the electronic reproduction rights (including audio cassette tapes).

2. Notwithstanding the above, if the hardcover edition is deemed out of print which shall mean that the entire inventory of the Work has been remaindered, upon Author's written request, hardcover rights only shall immediately revert to Author, subject to the repayment by Author to Publisher of any outstanding indebtedness, and subject to Publisher's right to continue to share in any income or royalties under any existing subsidiary rights licenses for the Work.

It is understood and agreed that such hardcover rights shall be limited to sale and distribution of such hardcover rights only, and Author agrees not to license or permit to be published by any other party any editions of the Work having a trim size smaller than or a paper quality lower than Publisher's original hardcover edition.

In addition, it is understood and agreed that if Publisher sells less than 1,000 copies of the hardcover edition in a year, Author agrees to buy the existing remaining stock in Publisher's inventory, upon Author's written request, and Author shall be granted a reversion of rights as stipulated above.

In the event of a partial remainder, it is understood and agreed that the Author will be offered such remainder copies of the hardcover edition, and Author hereby agrees to buy the existing stock in the Publisher's inventory, and *Author shall be granted a reversion of rights as stipulated above.*

THE LYONS PRESS
246 Goose Lane • Guilford, CT 06437

AGREEMENT made this 15th day of April, 2005, between

Jim Bouton
P.O. Box 188
36 Millard Road
North Egremont, MA 01252

(hereinafter called "the Author") and The Lyons Press, a division of Morris Book Publishing, LLC, a Georgia limited liability company, having its place of business at 246 Goose Lane, P.O. Box 480, Guilford, CT 06437 (hereinafter called "the Publisher").

WHEREAS the Author is compiling, has written, compiled or edited a literary work at present entitled

Fowl Ball

Consisting of approximately 120,000 words (hereinafter called "the Work") it is mutually agreed between the parties hereto as follows:

1. The Author undertakes to deliver one copy of the completed manuscript of the Work and a word-processing disk ready for composition by April 22, 2005 (hereinafter called the "delivery date") and the Publisher shall, unless prevented by strikes, walkouts, war, or other circumstances beyond its control, within four months of the acceptance of the manuscript produce and publish the Work in paperback form.

(A) The Author shall deliver valid written permission for the use of any copyrighted material in the Work from the proprietors thereof (such permission to extend to all rights granted herein) and shall supply all necessary illustrations, maps, charts, and photographs, at his own expense, on or before the delivery date hereof. If the Author fails to do so, the Publisher shall have the right to secure such permissions and/or to prepare or cause to be prepared any of the said items, and charge the cost thereof to the Author's royalty account.

(B) If the Author fails to deliver the manuscript within ninety days of the delivery date, the Publisher shall not be required to publish the Work and shall have the right, exercisable in its sole discretion, to recover from the Author, and the Author hereby agrees to repay on demand, any amounts advanced to the Author hereunder, upon receipt of which in full by the Publisher this Agreement shall terminate, notwithstanding any subsequent delivery.

2. The Author hereby warrants to the Publisher that the Work is original, that he is the sole author or proprietor thereof, and has full power to enter into this Agreement, that it shall contain nothing that infringes upon any existing copyright, and that it shall contain nothing obscene, libelous, or defamatory, and that all statements contained therein purporting to be facts are true and the Author will indemnify and keep the Publisher indemnified against any loss, injury or damage (including legal costs or expenses incurred and any compensation costs and disbursements paid by the Publisher on the advice of counsel and with the concurrence of the Author or his Counsel to compromise or settle any claim) occasioned to the Publisher in consequence of any breach of this warranty or arising out of any claim alleging that the Work constitutes an infringement of copyright or contains obscene, libelous, or defamatory matter. Author reserves the right to control the defense and settlement of any action brought pursuant to this warranty. However, The Lyons Press reserves the right to prosecute any lawsuit against itself or its principals at its own expense.

3. In consideration of the payments herein mentioned, the Author hereby grants to the Publisher the sole and exclusive right to produce and publish the Work in the English language or any abridgement of the Work or any substantial part of the Work for the legal term of the copyright throughout North America, including renewals and extensions, and undertakes that he will not during the continuance of this Agreement without the consent of the Publisher publish or cause to be published by anyone other than the Publisher any work that shall be an expansion or abridgement or adaptation of the Work or on the same or essentially similar subject matter as the Work.

4. The Publisher shall not be responsible for any loss or damage to the Work, including illustrations and other materials, by fire or otherwise, while it is in the Publisher's custody or in the custody of third parties during the course of production.

5. The Publisher agrees that it will consult author regarding the paper, printing, binding, jacket, and embellishments, the manner and extent of advertising, the number and distribution of free copies for the press or otherwise, and the price and terms of sale of the first or any subsequent edition shall be in its sole discretion. Except as otherwise herein provided, the Publisher shall bear the expenses of production and advertising.

6. The published price of the Work shall be about \$16.95 per copy (paperback) but the Publisher shall have the power in its discretion to alter the published price of any edition as it may think fit and to sell part or the whole of the residue of any edition at a reduced price, or as a remainder at the best prices such remainder stock shall fetch. The Publisher shall give the Author the first refusal of purchasing the remainder stock at manufacturer's cost. This offer shall be deemed to be refused if no reply is received by the Publisher within fourteen (14) days after posting such offer via certified mail.

7. (a) During the legal term of unrestricted copyright the Publisher agrees to pay the Author the following royalties, based upon net sales (gross sales less returns) and subject to a reasonable reserve for returns of twenty-five percent (25%), as follows:

(i) Six percent (6%) on the published price in the United States of America on the first 10,000 copies (0 to 10,000) sold of the regular paperback trade edition of the Work.

Seven percent (7%) on the published price in the United States of America on the next 10,000 copies (10,001 to 20,000) sold of the regular paperback trade edition of the Work

Eight percent (8%) on the published price in the United States of America on the next 10,000 copies of the regular paperback trade edition of the Work (20,001 to 30,000), and

Nine percent (9%) on the published price in the United States of America on the next 25,000 copies of the regular paperback trade edition of the Work (30,001 to 55,000), and

Ten percent (10%) on the published price in the United States of America on any copies of the regular paperback trade edition of the Work sold thereafter.

(b) The Publisher agrees to pay the Author an advance of [redacted] against all earnings accruing hereunder: [redacted] upon the signing of this contract and [redacted] upon delivery of a complete typescript (and all illustrative material) acceptable to the Publisher. No earnings hereunder shall be payable until this advance shall be recouped. In the event that the book is not deemed acceptable by the Publisher by May 1, 2005, all rights will revert to the Author and Author shall repay any and all advances.

(c) No royalties shall be paid on copies represented free of charge to the Author or to others or to the press or destroyed by fire, water, in transit, or otherwise, or sold at less than cost.

8. In order to keep the Work up to date the Author shall, if it be necessary, on terms to be negotiated in good faith, edit and revise all editions of the Work and shall supply new matter that may be needful to that end.

9. Accounting of all the Author's earnings hereunder, accompanied by payment of any monies due, shall be rendered no later than May 15 and November 15 of each year, with reference to the periods ending the preceding December 31 and June 30, respectively. Statements shall include the following information:

(a) The net number of copies (gross sales less returns) sold at each royalty rate during the applicable period;

10. The Author shall receive on publication twenty (20) copies of the Work free of charge and shall have the right to purchase copies at cost, to be determined by Publisher at time of printing, said cost not to exceed \$2.50.

11. The copyright to the Work shall be taken out by the Publisher at its own expense in the United States of America in the name of Jim Bouton. The Publisher may at its election secure copyright on the Work in such countries as may be covered by this Agreement.

12. In the event for any reason whatsoever the book is not published by August 1, 2005, all rights shall revert to the Author and Author shall repay all advances.

13.(a) If the Work shall be out of print and off sale in all editions, including reprints, whether over the Publisher's imprint or another imprint, and if there be no contract for any impending edition, and if upon notification from the Author, the Publisher shall not within six (6) months of such notice notify the Author of its intention to publish or cause to be published a new edition or impression of at least five hundred (500) copies within six months, then this Agreement shall be terminated by the Publisher or the Author, in which case all rights granted to the Publisher shall revert to the Author, subject, however, to any grant of rights made to third parties prior to the termination date or the right of the Author or Publisher to participate in the proceeds therefrom as hereinabove set forth.

(b) Author owns the films and/or diskette from which the Work will be printed and agrees to provide said diskette free-of-charge to the Publisher, and upon the termination of this Agreement for any cause, the Publisher shall return to the Author the printing film, if available, and any or all remaining sheets or copies, at the Publisher's cost of manufacture.

(c) A bankruptcy or sale of The Lyons Press automatically terminates this agreement, though Publisher reserves the right to continue to sell any existing stock.

14. Any notice to be given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses given herein. Either party may designate a different address by notice so given. Notices to the Author should also be sent to Kaufmann, Feiner, Yamin, Gildon & Robbins LLP, 777 Third Avenue, New York, New York, 10017, Attn. Ronald E. Feiner, Esq.

15. The waiver of a breach of any terms hereof or any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the parties.

16. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Author and the successors and assigns of the Publisher. The Author shall not make any assignment of this Agreement, in whole or in part, without the prior approval of the Publisher.

17. This Agreement and all matters and issues collateral thereto shall be governed by the laws of the State of Connecticut.

18. This Agreement shall not be binding upon either Publisher or Author unless duly executed and delivered by both parties.

19. This Agreement contains the whole understanding of the parties, supercedes all previous oral or written representations or Agreements, and may not be changed, modified or discharged orally. Any modification, change, or discharge of this Agreement must be in writing and signed by the Publisher and Author.

20. All monies due to the Author under the terms of this Agreement shall be paid to:

Jim Bouton
P.O. Box 188
36 Millard Road
North Egremont, MA 01252

whose receipt shall be a full and sufficient discharge.

21. "The Work," as used throughout the above agreement, shall include printed books only.

22. The Author hereby reserves all rights not expressly granted to the Publisher in this Agreement. Without limiting the generality of the foregoing, the Author shall have the right to publish, or cease to be published, the work in any and all territories other than North America, in any language and in any edition, media, and format, and shall have the sole right to exploit any and all subsidiary rights in the Work.

FOR THE AUTHOR:

FOR THE LYONS PRESS:

Signed by: *Jim Bouton*
Witness: *Paula Korman*

Signed by: *J. C. Lyons 5/8/12*
Witness: _____

Signed by: _____

Witness: _____

Author-Proprietor to supply the following:

SS# Jim Bouton Enterprises

or Tax Identification # [REDACTED]

SS# _____

or Tax Identification # _____

Agreement dated this ^{10th} day of September, 2011 between:

RosettaBooks LLC, a Delaware limited liability company with offices at 200 West 57th Street, Suite 904, New York, NY 10019 ("Publisher") and Jim Bouton ("Rightsholder") regarding *Ball Four* (ISBN# 0-9709117-0-x, last printed by Bulldog Publishing LLC) and *Foul Ball* (ISBN# 1-59228-867-7, last printed by Lyons Press, a division of Globe Pequot) (the "Works").

1. The Works have previously been published in a print format.
2. The Rightsholder grants the Publisher the right to publish, transmit, distribute, sell and produce (collectively "Distribute") the Works in "e-book" form or format and through any platform of distribution now known. The Rightsholder reserves the rights to "enhanced e-books," apps and the like. The Publisher will design and digitize the Works at Publisher's expense from two print copies supplied by the Rightsholder and if not previously published from a digital version of the texts. The Publisher will digitize the Works at Publisher's expense.
3. The grant of rights in this agreement shall be exclusive for the full term hereof.
4. Subject to the last two sentences in this paragraph, the term of this agreement shall be five years from the date on which Publisher first makes the Works generally available to the public for downloading and/or reading on a digital display screen ("Effective Date"). However, if the Works are not so published within six months from the date of execution of this agreement, all rights to the Works shall revert to the Rightsholder and this agreement will be null and void. After five years, this agreement shall automatically renew for one year additional periods unless terminated in writing by either the Publisher or the Rightsholder. Notwithstanding the foregoing, Rightsholder will be entitled to terminate this agreement within two years of the Effective Date if, as of the end of such two year period, combined sales of e-books of *Ball Four* and *Foul Ball* do not exceed \$4,000.
5. Without limitation, the Publisher shall have the following rights:
 - A. To Distribute the Works in the English language worldwide.
 - B. To use the name, approved likeness, biography and autograph of the Rightsholder to advertise, promote, market and publicize the exploitation of the Works and the activities of the Publisher.
 - C. To advertise, promote, market and publicize the Works in any and all media including, without limitation, in the print media.
 - D. To Distribute the Works as a whole; provided, however, that Publisher will not change the text of the Works without the consent of the Rightsholder.
 - E. To Distribute the Works by any and all means, including, without limitation, by subscriptions or direct sales and into any and all markets including, without limitation, the educational market.

F. To Distribute the Works on any commercial basis it elects, including, without limitation, by including advertising material in connection therewith; provided, however, in no event will the Rightsholder (and/or the author if other than the Rightsholder) be portrayed as endorsing any product or service other than the Works. Publisher shall not authorize any advertising with or within the Works without the written approval of Rightsholder.

G. To Distribute portions of the Works (not to exceed 2,500 words in connection with any use) on a free or no-charge basis in order to promote the sale or exploitation of the Works.

H. To assist the marketing of the Works, to enhance and augment the Works with surrounding text, links to other websites and such other content and by such other means as Publisher determines will enhance the experience of the consumer. Such enhancements and augmentations will be subject to the approval of the Rightsholder, such approval not to unreasonably withheld.

I. The Publisher will prepare an electronic jacket at its expense and submit it for approval by the Rightsholder.

6. Promptly following execution of this agreement, the Rightsholder will provide (if they wish) to the Publisher materials such as testimonials, awards and critical commentary relating to the Rightsholder and/or the Works for use in enhancing the electronic edition of the Works and for advertising, promotion and publicity of same.

7. A. The Rightsholder warrants and represents that it is the sole owner of the rights conveyed in this agreement, that such rights are not in the public domain, that such rights are free and clear of any encumbrances that would affect the exercise by the Publisher of the rights granted to it hereunder, that neither the titles nor the content contained therein infringes or will infringe on the legal rights of any third party, that the Rightsholder has the full power and authority to enter into and fully perform the terms of this agreement and that the exercise by Publisher of the rights herein granted will not conflict with any rights of any third party.

B. The Publisher warrants that it is free to enter into and fully perform the terms of this agreement.

8. The Publisher will take commercially reasonable steps to assure that the security of the electronic editions of the Works referred to herein are consistent with industry standards. Publisher's editions of the Works shall be protected with DRM software.

9. The Publisher will include a copyright notice in the electronic editions for the content of the Works in the same manner as the copyright notices contained on the title page of the Works unless the Rightsholder gives Publisher timely notice of a different copyright notice. Publisher shall own all right, title and interest in and to any content that it creates or causes to be created that is used in connection with the electronic edition and the digitizing and the augmentation of the Works, although the Rightsholder is free to use any and all such material in connection with the promotion, licensing and sale of the Works in forms other than e-book form and on Rightsholders website in connection with the promotion of the Works in any form, including e-book form.

10. All rights not licensed to the Publisher under this agreement are reserved by the Rightsholder including, without limitation, any printed editions of the Work and any audio, television, motion picture and dramatic rights relating to the Works; provided, however, that the Publisher may advertise, promote, market and publicize the rights granted to it hereunder by any of the foregoing means.

11. As the sole and entire compensation payable to the Rightsholder for the rights granted to the Publisher hereunder and the representations, warranties and agreements of the Rightsholder herein contained, the Publisher shall pay to the Rightsholder the following:

For each title of the Works, a royalty of fifty per cent (50%) based upon Publisher's Receipts for the first 2,500 units sold and sixty per cent (60%) based upon Publisher's Receipts thereafter. "Receipts" means the amount actually received by the Publisher from the sale of the electronic editions of the Works, net of the following items: discounts, fees or commissions to third parties which sell the Work through websites or other distribution channels. The Publisher agrees not to use a standard digital list price of less than \$8.99. The Publisher will not accept terms of sale from Web sites of less than 50% of the digital list price. The Publisher may temporarily use lower digital list prices as part of promotions. For example, a site wide Kindle promotion for two weeks might have a digital list price of \$3.99 or \$2.99. If the book is selected for a Kindle Daily Deal (a highly promoted 24 hour selection) the digital list price would have to be \$1.99 and the terms of sale for that one day 35% of digital list. The two books might be promoted on Nook as part of a bundle in which case for the digital list price for the bundle is likely to be \$8.99 and the terms of sale 65% of digital list price.

12. Not later than sixty (60) days following the end of each six-month period during the term hereof ending on June 30th and December 31st, the Publisher will forward to the Rightsholder a statement showing the computation of Receipts and simultaneously with the rendition of each such statement the Publisher will pay to the Rightsholder and Agent (see paragraph 14) the amounts shown to be due thereon, in split payments (90% to Rightsholder and 10% to Agent), to the following:

Jim Bouton Enterprises, LLC
P.O. Box 909
15 Harrison Caulkin Road
Alford, MA 01230

and

Michael J. Boni
Boni & Zack LLC
15 St. Asaphs Rd.
Bala Cynwyd, PA 19004

13. Upon reasonable notice to the Publisher and not more frequently than once during each year of the Term and the one-year period following the Term, the Rightsholder shall have the right to examine the books and records maintained by the Publisher that relate to sales of the

Works, in order to verify accountings, at the place where such books and records customarily are kept. To the extent the audit reveals any discrepancy from the payment terms under this agreement, the Publisher will pay such discrepancy. If there is a discrepancy of more than five per cent against the Rightsholder, the Publisher shall pay the cost of the audit, in addition to the amount of the discrepancy.

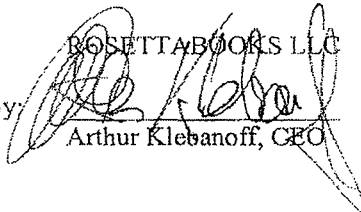
14. The Rightsholder appoints Michael J. Boni, Boni & Zack LLC, as his agent ("Agent") with respect to this agreement. Agent is authorized to act on behalf of Rightsholder as to any matters pertaining to this agreement. For his services, Agent shall receive payment of 10% of the payment the Publisher owes the Rightsholder under paragraphs 11 and 12. The payments made in this manner constitute all of Rightsholders obligations to Agent for Agent's services under this agreement.

15. All matters relating to the distribution, presentation, format, sale, marketing, exploitation, license and pricing of the Works hereunder shall be solely and exclusively within the discretion of the Publisher, subject, however, to the Rightsholder's right of consultation prior to implementation.


16. Neither the Rightsholder nor the Publisher shall have the right to assign this agreement, except that the Publisher may assign this agreement and/or any of its rights hereunder to a related or affiliated entity or to an entity that acquires all or substantially all of its assets. Notwithstanding the foregoing, if and as of the date the Publisher files for bankruptcy protection, all rights granted herein by Rightsholder to Publisher shall automatically revert to Rightsholder.

17. This agreement contains the sole and entire understanding between the parties with respect to its subject matter, may not be altered, modified or amended except in writing signed by the party to be charged, shall be governed by and construed in accordance with the laws of the State of New York and may be executed in counterparts. The state and federal courts located in New York County shall have exclusive jurisdiction of any dispute between the parties relating in any way to this agreement.


IN WITNESS WHEREOF the parties have executed this agreement as of the date and year first above set forth.

ROSETTABOOKS LLC
By: 
Arthur Klebanoff, CEO

By: _____
Jim Bouton

Tax ID No. # 

By: 
Michael J. Boni

Federal ID # 

Works, in order to verify accountings, at the place where such books and records customarily are kept. To the extent the audit reveals any discrepancy from the payment terms under this agreement, the Publisher will pay such discrepancy. If there is a discrepancy of more than five per cent against the Rightsholder, the Publisher shall pay the cost of the audit, in addition to the amount of the discrepancy.

14. The Rightsholder appoints Michael J. Boni, Boni & Zack LLC, as his agent ("Agent") with respect to this agreement. Agent is authorized to act on behalf of Rightsholder as to any matters pertaining to this agreement. For his services, Agent shall receive payment of 10% of the payment the Publisher owes the Rightsholder under paragraphs 11 and 12. The payments made in this manner constitute all of Rightsholders obligations to Agent for Agent's services under this agreement.

15. All matters relating to the distribution, presentation, format, sale, marketing, exploitation, license and pricing of the Works hereunder shall be solely and exclusively within the discretion of the Publisher, subject, however, to the Rightsholder's right of consultation prior to implementation.


16. Neither the Rightsholder nor the Publisher shall have the right to assign this agreement, except that the Publisher may assign this agreement and/or any of its rights hereunder to a related or affiliated entity or to an entity that acquires all or substantially all of its assets. Notwithstanding the foregoing, if and as of the date the Publisher files for bankruptcy protection, all rights granted herein by Rightsholder to Publisher shall automatically revert to Rightsholder.

17. This agreement contains the sole and entire understanding between the parties with respect to its subject matter, may not be altered, modified or amended except in writing signed by the party to be charged, shall be governed by and construed in accordance with the laws of the State of New York and may be executed in counterparts. The state and federal courts located in New York County shall have exclusive jurisdiction of any dispute between the parties relating in any way to this agreement.

IN WITNESS WHEREOF the parties have executed this agreement as of the date and year first above set forth.

ROSETTABOOKS LLC

By: _____
Arthur Klebanoff, CEO

By: 
Jim Bouton

Tax ID No. # 

By: 
Michael J. Boni


Federal ID # 

EXHIBIT 10

PART A

AUTHOR AGREEMENT

AGREEMENT, entered into as of [REDACTED], 1998 between SILVER BURDETT PRESS, a division of Simon & Schuster, Inc. ("Publisher"), 299 Jefferson Road, Parsippany, NJ 07054 and [REDACTED] ("Author") whose address is [REDACTED]

In consideration of the premises hereinafter set forth, Publisher and Author hereby agree with respect to the preparation of ten (10) works (collectively, the "Works") for the [REDACTED] series (the "Series").

The Grant and the Territory

1. (a) Author hereby grants and assigns exclusively to Publisher during the full term of copyright (including any renewal or extensions thereof), the right to print, publish, sell and otherwise exploit the Works and any revisions, new editions, or derivative works thereof, in whole or in part, throughout the world, in all languages, in any media and formats, now known or hereafter developed, including without limitation electronic versions (as such term is defined below), and to license the rights set forth in Paragraph 6(a) throughout the world (the "Territory").

(b) As used herein, the term "electronic versions" shall mean any and all methods of copying, recording, storage, retrieval, or delivery of all or any portion of the Works, alone or in combination with other works, including in any multimedia work or electronic book by any means now known or hereafter devised, including, without limitation, by electronic or electromagnetic means, or by analog or digital signal; whether in sequential or non-sequential order, on any and all physical media, now known or hereafter devised including, without limitation, magnetic tape, floppy disks, CD-I, CD-ROM, laser disk, optical disk, IC card or chip, and any other human or machine readable medium, whether or not permanently affixed in such media; and the broadcast and/or transmission thereof by any and all means now known or hereafter devised.

Delivery of the Manuscripts

2. (a) The Works shall describe [REDACTED]. Author shall deliver to Publisher manuscripts for the ten (10) Works for children ages 7-10, each approximately [REDACTED] pages in length, in the English language, in content and form satisfactory to Publisher (each such manuscript shall be referred to as a "Complete Manuscript"). Author shall deliver Complete Manuscripts for at least five (5) of the Works on or before [REDACTED], 1999 and Complete Manuscripts for the remaining Works on or before [REDACTED], 1999.

Permissions

(b) If permission from others is required for publication of any material contained in the Works or for exercise of any of the rights conferred by this Agreement, Author shall obtain and deliver such permissions (the "Permissions") to Publisher at Author's own expense, in form acceptable to Publisher, on the due date of the Complete Manuscripts. The Permissions shall cover all territories, markets and editions covered by this Agreement. Publisher shall have the right to obtain any of the Permissions which Author fails to furnish and to charge the cost thereof to Author, or to terminate this Agreement in accordance with the provisions of Paragraph 8(a) below.

Advance

3. Publisher shall pay Author as an advance against all amounts accruing to Author under this Agreement, the sum of [REDACTED] payable as follows:

- (i) [REDACTED] upon signing of this Agreement by both parties; and
- (ii) [REDACTED] upon acceptance by Publisher of each Complete Manuscript in content and form satisfactory to Publisher.

Royalties

4. Publisher shall pay to Author royalties based upon Publisher's net sales (unless otherwise set forth herein), less a reasonable reserve for returns, for each Work as follows:

Trade Royalties

(a) If published as a hardcover edition and/or a paperback edition and sold in the trade market: 5% of retail price on 1-3,000 copies and 6% on all copies sold thereafter, subject to the exceptions set forth in subparagraphs (e) and (f) below.

Library Royalties

(b) On copies sold to libraries: 4% on 1-3,000 copies and 5% on all copies sold thereafter, subject to the exceptions set forth in subparagraphs (e) and (f) below.

School Sales Royalties

(c) On copies sold to schools: 4% on 1-3,000 copies and 5% on all copies sold thereafter, subject to the exceptions set forth in subparagraphs (e) and (f) below.

Electronic Royalties

(d) On the exercise by Publisher of electronic rights in any Work, the royalty shall be 4%, subject to the exceptions set forth in subparagraphs (e) and (f) below.

Special Sales and Other Royalties

(e) On copies sold outside the United States, its territories and possessions, or sold directly to the consumer through the medium of mail order, or sold in bulk outside ordinary trade channels at a discount of more than 50% from the suggested catalog price (herein "special sales"), the royalty shall be 2.5%.

Book Club Royalties

(f) On copies sold in bulk to book clubs on a royalty-inclusive basis, the royalty shall be 3%.

Special Royalty Provisions

5. With respect to each edition of each Work published hereunder, the following shall be applicable:

Sales No Longer Remunerative

(a) If, in the opinion of Publisher, any edition of a Work shall have ceased to have a remunerative sale, Publisher shall be at liberty to dispose of all or part of the existing stock thereof and will pay to Author a royalty of 2% of Publisher's net receipts, except that no royalty shall be payable on any copies sold at or below the cost of manufacture. In any event, copies sold at a discount of 85% or more from the suggested catalog price shall be deemed sales upon which no royalty shall be due. Publisher shall make no remainder sale without first offering copies to Author at the then best obtainable price. Inadvertent failure to offer such copies to Author shall not be deemed a breach of this Agreement.

Royalty Free Copies

(b) No royalty shall be payable on copies damaged or destroyed, on copies furnished gratis for review, publicity, promotion, sample or similar purposes, or on copies sold at or below Publisher's manufacturing cost. No royalty will be payable to the Author with respect to any unbound sheet sales or full copy sales for export where such copies are furnished to a foreign licensee at the Publisher's cost plus a handling charge for such sheets and/or copies.

Sales Through Affiliates

(c) No royalty shall be payable on sales by Publisher to its parent, subsidiaries, affiliates, or related divisions, but resales thereby shall be deemed sales by Publisher subject to the applicable royalty herein provided.

Recoupment of Advances

(d) Author's right to royalty or other payments hereunder shall be subject to Publisher's prior right to deduct any and all advances payable by Publisher hereunder.

Special Logos

(e) With respect to copies sold in bulk to organizations, Publisher may imprint the trade name, trademark, logo, imprint and/or other identification of such organization on such copies in addition to or in lieu of Publisher's trade name, trademark, logo, imprint and/or other identification.

Overpayment of Royalties

(f) In the event of any overpayment by Publisher to Author, Publisher may, in addition to any other remedies available to it, recoup such overpayment from any sums due to Author under this Agreement with Author or any other agreement between Author and Publisher.

Special Sales Exclusion

(g) Sales in bulk to book clubs shall not be deemed special sales, as that term is used in this Agreement.

Net Sales

(h) As used herein, the term "net sales" shall mean the Publisher's gross actual receipts for a Work, less freight, transportation, insurance, taxes, returns, discounts, credits and depository and other commissions or allowances with respect to distribution, applicable to such receipts.

Sales From Reduced Printings

(i) On all copies of the Publisher's editions of a Work sold in any accounting period commencing more than one year after the first publication of such edition in which sales of such edition are 500 copies or less, 50% of the applicable royalty rates specified above.

Subsidiary Rights, Licenses and Shares

6. (a) Publisher shall have the exclusive right, in the territories set forth in Paragraph 1, to sell or license the rights in the Works indicated below upon such terms as Publisher deems advisable. The net proceeds received by Publisher from the sale or license of such rights shall be divided between Author and Publisher as follows:

	<u>To Author</u>	<u>To Publisher</u>
(1) book club rights	25%	50%
(2) textbook rights	25%	50%
(3) anthology/bookselection rights	25%	50%
(4) first serial rights (i.e. publication before first publication in book form)	25%	50%
(5) second serial rights (i.e. publication after first publication in book form)	25%	50%
(6) abridgment/condensationrights	25%	50%
(7) large print rights	25%	50%
(8) reprint rights	25%	50%
(9) electronic rights	25%	50%
(10) audio rights	25%	50%
(11) foreign language rights	25%	50%
(12) British Commonwealth rights	25%	50%
(13) merchandising and commercial rights	25%	50%
(14) motion picture, dramatic, television, radio and allied rights	25%	50%

(b) Any grant of first serial or second serial rights shall specifically prohibit the licensee from reproducing all or a substantial portion of the Works.

Licensing to Affiliates

(c) Publisher shall have the right to license the rights set forth in Paragraph 6(a) above to Publisher's parent, subsidiaries, affiliates and divisions, provided that the royalty rates under such a license shall not be lower than the rates which in Publisher's reasonable judgment would be payable under other circumstances by an unrelated third party licensee for the same rights. Author shall be entitled to payment of the applicable share of the proceeds of any such license in accordance with Paragraph 6(a).

Licensee Permissions Costs

(d) If any sale or license of rights hereunder includes materials of others than Author, the amounts payable to such others in respect of permissions granted by them shall be deductible from Author's share of proceeds of such license.

Braille

(e) Publisher may license others free of charge to publish the Works in Braille or other forms for the handicapped.

Publicity Excerpts

(f) Publisher may publish and permit others to publish for publicity purposes without charge brief excerpts or selections from the Works not to exceed 10% of any Work, without compensation to Author, and may for publicity purposes permit television or radio broadcast, without compensation to Author, of brief portions of the Works aggregating not more than 10% of any Work for a broadcast.

Motion Picture Promotional Excerpts

(g) The party who controls motion picture and related rights is authorized to publish and to license others to publish, in any form, excerpts, summaries, novelizations and serializations, none to exceed 10% of any Work in length, of motion picture, television, stage and other dramatizations based upon a Work for use in advertising and promotion of any such dramatization, provided all steps necessary to protect the copyright in such Work are taken.

Royalty Statements

7. (a) Publisher shall render semiannual statements no later than March 31 and September 30 in each year after publication of each Work in accordance with Publisher's regular accounting practices, showing the amounts due Author hereunder for the six-month periods ending December 31 and June 30, respectively. Payment of the amounts due on the statement, after allowance of a reasonable reserve for returns and deduction of amounts payable to Author as advances hereunder, shall be remitted together with such statement. In lieu of rendering semiannual statements and making payment of the amount due on said statement, with respect to the periods hereinabove provided, Publisher may, at any time, make a binding election to account to Author in semiannual statements with respect to an alternative six-month period. Such statements shall be rendered and payment of the amount due on such statement made, if any (after allowance of a reasonable reserve for returns and deduction of amounts payable to Author as advances hereunder), within 90 days after the end of each respective six-month period.

Minimum Payment

(b) If total royalties due and payable are less than \$50, Publisher may defer the rendering of a statement and payment until such regular payment date as at least said sum shall be due and payable to Author.

Examination of Publisher's Books and Records

(c) Author, or Author's duly authorized representative, shall have the right, upon reasonable notice during usual business hours but not more than once each year, to examine the books and records of Publisher at the place where the same are regularly maintained insofar as they relate to the Works. Such examination shall be at Author's cost. No such examination shall be made by Author's representative upon a contingent fee basis (other than Author's literary agent acting in the course of its regular representation of Author). Statements rendered hereunder shall be final and binding upon Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within two years after the date the statement was rendered.

Failure to Deliver

8. (a) If Author shall fail to deliver any Complete Manuscript or the Permissions within 30 days after the dates herein provided, then Publisher may at any time thereafter terminate this Agreement with respect to such Work and upon such termination all sums paid to Author with respect to such Work shall be repayable to Publisher. Upon full repayment Author's obligations hereunder shall terminate with respect to such Work.

Extension of Time to Deliver

(b) Publisher may in its discretion extend for such period as in its judgment is appropriate, or refuse to extend, Author's time to deliver any Complete Manuscript. Failure to give a notice of termination for nondelivery shall be deemed to grant such an extension until such a notice of termination is given by Publisher. In determining whether to grant such extension and/or the length thereof, Publisher may consider such factors as Publisher deems relevant, including without limitation, illness of Author, the changing marketability of the Work or Works, Author's progress towards completion and the quality of the material previously submitted.

Acceptance of the Complete Manuscripts by Publisher

9. (a) Within 120 days after delivery of each Complete Manuscript, Publisher shall determine whether the same is acceptable in content and form. In lieu thereof Publisher may request Author to make revisions, changes or supplements (herein "revisions") thereto. If Publisher requests one or more revisions in a Complete Manuscript or the related materials as submitted or as thereafter revised, Publisher's time to determine the acceptability thereof shall be extended for an additional 60 days after resubmission by Author, or 60 days after Publisher's receipt of written notice by Author that no further revisions will be made. Author will make revisions as promptly as possible after Publisher's request therefor. No request for revisions shall be deemed to obligate Publisher to accept the final revision of a Complete Manuscript or to constitute a conditional acceptance thereof.

Publisher's Failure to Accept

(b) If Publisher fails to accept any Complete Manuscript or a revision thereof within the time above provided, Author shall thereafter have the right to notify Publisher in writing that unless such Complete Manuscript is accepted within 45 days after the delivery of such notice, such Complete Manuscript will then be deemed unacceptable and this Agreement shall terminate with respect to such Work in accordance with the provisions of Paragraph 11 below.

Notice of Acceptance

10. Acceptance by Publisher of the Complete Manuscripts shall be made by written notice signed by an authorized signatory of Publisher. Comments, requests for revisions or other matters in communications to Author shall not be deemed acceptance or rejection by Publisher. Payment of an advance installment, payable by express provision hereof upon acceptance, shall constitute written notice of acceptance unless Publisher notifies Author on or together with such payment that it is not intended as acceptance.

Termination for Unsatisfactory Manuscript

11. If any Complete Manuscript delivered by Author is not, in Publisher's sole judgment, acceptable to Publisher in content and form, Publisher may terminate this Agreement with respect to such Work by written notice and upon such notice, this Agreement shall terminate with respect to such Work without further obligation or liability between the parties except that all sums paid to Author by Publisher hereunder with respect to such Work shall be repayable by Author within six months of such termination.

Editorial Changes

12. (a) Publisher shall furnish Author with galley proofs of the Works which, except for changes in styling required by Publisher, shall conform to the Complete Manuscripts as accepted by Publisher, without material changes in, additions to, or eliminations from such Complete Manuscripts. Author shall return such proofs to Publisher with corrections within 10 days of the receipt thereof. The cost of alterations in the galley proofs required by Author, other than corrections of printer's errors, in excess of 15% of the original cost of composition, shall be charged against the earnings of Author under this Agreement or shall, at the option of Publisher, be paid by Author in cash; provided however, that in either case, Publisher shall upon request promptly furnish to Author an itemized statement of such additional expenses, and shall make available at Publisher's office the corrected proofs for inspection by Author or Author's representatives.

Publisher's Control of Distribution

(b) Final decisions as to format, style of printing and binding, title, cover presentation, trade name, trademark, logo, imprint or other identification, and price and all other matters of sale, distribution, advertising and promotion of the Works, shall be within Publisher's sole discretion.

Use of Author's Name

(c) Publisher shall have the right to use the name, pseudonym, portrait and picture of and biographical material concerning Author for purposes of advertising and trade in connection with the Works and any rights granted hereunder. Author shall furnish Publisher, free of charge, with original photographs of Author which Publisher may use without additional charge to any person for advertising, publicity and promotional purposes.

Tie-In Editions

(d) Publisher shall have the exclusive right to publish tie-in editions in connection with any motion picture, television (including television series) or other dramatic versions of the Works. Author shall use Author's best efforts to permit Publisher to obtain the right to use the titles,

artwork, photographs, and other material, related to any such version and appropriate identification and credits therefrom in Publisher's editions of the Works.

Legal Changes in the Complete Manuscripts

13. Notwithstanding anything herein to the contrary, if in the opinion of Publisher's legal counsel, any Work is unpublishable or will unduly subject Publisher to risk of legal claim, Author will, at Publisher's request, make revisions in such Work satisfactory to Publisher's legal counsel, and in the event Author shall refuse or fail to make requested revisions, then Publisher may terminate its obligations hereunder by written notice, and upon such notice all sums paid to Author hereunder shall be repayable to Publisher and upon such repayment this Agreement shall terminate without liability. No such revisions and no request for substantiation shall be deemed to impose on Publisher any obligation of verification, nor to affect Author's warranties or indemnities, which shall apply to all material in the Works, whether or not changed at the request of Publisher's legal counsel. Under no circumstances shall Publisher be obligated to publish any Work if in the opinion of Publisher's legal counsel it contains unlawful material or any material which may violate the rights of any person or party.

Publication

14. Publisher shall publish and commence distribution of the Works at its own expense not later than 24 months after acceptance of the Complete Manuscripts. Publication shall be in any edition Publisher elects. Publisher shall have the right to exercise any of the rights specified in Paragraph 4 above under any of Publisher's imprints, or any of the imprints of its parent or its parent's subsidiaries, affiliates or divisions.

Termination for Failure to Publish

15. In the event Publisher shall fail to publish and commence distribution of any Work within the time above provided, Author may at any time thereafter serve a written notice upon Publisher, by registered mail, return receipt requested, requiring Publisher to publish and commence distribution of such Work within 180 days after receipt of such written notice, and if Publisher shall fail to comply with such notice within such 180-day period, then this Agreement shall terminate with respect to such Work without further notice at the end of such period. In the event of termination by Author pursuant to this paragraph, such payments as shall have been made to Author hereunder as advances with respect to such Work shall be deemed in full discharge of all Publisher's obligations to Author pursuant to this Agreement with respect to such Work and no other damages, claims, actions or proceedings, either legal or equitable, founded on breach of contract, default, failure to publish or otherwise, may be claimed, instituted or maintained by Author against Publisher.

Copyright

16. Publisher is hereby authorized to copyright the Works in the United States in the name of the Author and shall imprint the notice required by United States Copyright Law and the Universal and Berne Copyright Conventions in each copy of each of the Works distributed hereunder. Author shall with respect to any rights reserved by Author take all steps necessary to protect the copyrights in the Works. Any agreement made by Publisher or Author to dispose of any rights to the Works shall require the licensee or grantee to take all steps necessary and appropriate to protect the copyrights in the Works. Publisher shall be under no obligation to procure copyright in any country outside the United States, except that Publisher shall imprint, and all licenses and grants made by Publisher shall require Publisher's licensees and grantees to imprint, on each copy of each of the Works, a copyright notice in conformity with the Universal Copyright Convention. Author hereby appoints Publisher to be Author's attorney-in-fact to execute and to file any and all documents necessary to record in the Copyright Office the assignment of exclusive rights made to Publisher hereunder.

Author's Free Copies

17. Upon first publication of the Works, Publisher shall present to Author 10 free copies of each of the Works and Author shall be permitted to purchase further copies for personal use and not for resale at a discount of 40% from the suggested catalog price.

Option on Next Work

18. Publisher shall have the exclusive option to acquire upon mutually agreeable terms the publishing rights to the next (i.e. written after the Works) full-length work for children or young adults written by Author until 60 days after submission of the complete manuscript for such next work, or 60 days after acceptance of the Works hereunder, whichever is later. During the period of this option, Author shall not submit such next work to other publishers, nor seek offers from or negotiate with others with respect thereto. If Publisher wishes to publish the next work, the parties shall negotiate in good faith the terms of a publishing agreement. If the parties are unable to reach agreement before the expiration of this option, then Author shall be free to offer the next work to others, but only on terms more favorable than those offered by Publisher, and the Publisher shall retain the option to publish the next work on terms no less favorable to the Author than those offered by any other publisher.

Competing Work by Author

19. (a) All rights not expressly granted by Author to Publisher are reserved by Author. Author shall not exercise or dispose of any rights reserved to him in such a way as substantially to destroy, detract from, impair or frustrate the value of any rights granted herein to Publisher, nor shall he publish or permit to be published during the term of this Agreement any book or other writing based

substantially on subject matter, material, characters or incidents in the Works without Publisher's written consent.

(b) Author warrants that the Works will be Author's next children's works (whether under Author's name or otherwise), and that Author will not publish or authorize publication of any other full-length work of which Author is an author or co-author until six months after publication of the Works.

Damage to Author's Property

20. Publisher shall not be responsible for loss or damage to any property of Author in its possession or that of its independent contractors or anyone to whom delivery is made with Author's consent. Author shall retain copies of the manuscripts for Author's own protection.

Third Party Copyright Infringement

21. Publisher may, at its own cost and expense, take such legal action, in Author's name if necessary, as may be required to restrain any infringement of copyright or to seek damages therefor, but shall not be liable to Author for failure to take such legal steps. If Author elects to join in such proceeding, the expenses and recovery shall be shared equally. If Publisher proceeds without Author's participation, any recovery shall belong to Publisher. If Publisher does not bring such action, Author may do so in Author's own name and at Author's own cost and expense and money damages recovered by Author for any infringement shall belong to Author, except that any money damages recovered on account of loss of Publisher's profits shall be divided equally between Author and Publisher.

Warranties

22. Author warrants and represents that:

- (a) Author is the sole author and proprietor of the Works.
- (b) Author has full power and authority to make this Agreement and to grant the rights granted herein, and Author has not previously assigned, transferred or otherwise encumbered the same.
- (c) The Works have not been previously published.
- (d) The Works are not in the public domain.
- (e) The Works do not infringe any statutory or common law copyright.

(f) The Works do not invade the right of privacy of any third person, or contain any matter libelous or otherwise in contravention of the rights of any third person; and, if the Works are not works of fiction, all statements in the Works asserted as facts are true or based upon reasonable research for accuracy.

(g) The Works are not obscene and contain no matter the publication or sale of which otherwise violates any federal or state statute or regulation, nor is it in any other manner unlawful and nothing contained in the Works shall be injurious to the health of the user.

Indemnity

(h) Author shall indemnify and hold Publisher, any seller of the Works and Publisher's licensees harmless from any liabilities, losses, damages, costs or expenses, including reasonable attorneys' fees, in connection with any claim, action or proceeding inconsistent with or arising out of a breach or alleged breach of Author's warranties, representations and agreements herein contained, subject to the provisions below. In defending any such claim, action or proceeding Publisher shall use counsel of its own selection and shall control the defense and/or settlement thereof. Publisher shall promptly notify Author of any such claim, action or proceeding and Author shall have the right at Author's election to participate in the defense thereof at Author's own expense with counsel of Author's own choosing.

Withholding Legal Expenses

(i) Subject to the provisions of Paragraphs 22(h), Publisher shall have the right to withhold its reasonable estimate of the total damages and expenses (including reasonable attorneys' fees) from sums otherwise payable to Author pursuant to this or any other agreement between Author and Publisher, and to apply such sums to payment of such damages and expenses.

Survival of Warranties

(j) The warranties, representations and indemnity of Author herein shall survive termination of this Agreement for any reason.

Out of Print Termination

23. In the event that after one or more years from the date of the first publication of any Work, the same, in the opinion of Publisher, is no longer saleable or profitable, Publisher may give notice to Author of its desire and intention to discontinue publication; or in the event that after three years from the date of first publication, such Work shall not be in print and for sale in any edition by Publisher or any of its licensees and after written notice (sent to the attention of Publisher's Contracts Department) from Author shall not within nine months be reprinted by Publisher or a licensee and offered for sale, then in either of these events, Author shall have the right to terminate this Agreement

with respect to such Work and upon written notice to that effect by Author to Publisher, all rights granted under this Agreement with respect to such Work shall revert to Author, subject to any outstanding licenses and Publisher's continuing right to participate in the proceeds thereof, and Publisher's obligation to pay sums due Author hereunder.

Bankruptcy

24. If a petition in bankruptcy shall be filed by Publisher, or if Publisher shall be adjudicated bankrupt by any court, or if Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency act, this Agreement shall terminate automatically without notice, and such termination shall be effective as of the date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to Author.

Disposition of Plates, etc., on Termination

25. In the event of termination of this Agreement as provided in Paragraph 23 or 24 above, Author may purchase "as is" all or any part of the mold, engravings, dies, printing plates, film, illustrations and sheets and other physical property belonging to Publisher, if any, used solely in connection with the production of any Work, together with copies of the relevant Work on hand, at Publisher's manufacturing or acquisition cost; provided however, that any such property not purchased by Author within three months after such termination (or, in the case of termination pursuant to Paragraph 24 above, notice to Author of the happening of the event) may be sold or destroyed (but no such sale shall transfer the right of publication and sale of such Work to the purchaser) and Author shall not be entitled to any royalties or receipts from such sale; provided further that after such termination, Publisher shall have the right to complete manufacture of books in progress and to sell the same and/or any other copies of such Work on hand and Author shall be entitled to royalties thereon as otherwise provided in this Agreement with respect to such sales. In the event that the copyright shall be in the name of the Publisher, then Publisher shall, upon termination of this Agreement, furnish Author with an assignment to Author of such copyright in due form for recording.

Publisher's Trademarks

26. Nothing in this Agreement (including but not limited to the rights of Author to purchase books and plates on termination) shall give Author any right in or to any trademark, trade name, logo, imprint or other identification now or hereafter used by Publisher, nor shall Author use any such identification during the term of this Agreement or thereafter, except that Author may dispose of copies of any Work purchased hereunder notwithstanding that such identification may appear thereon when purchased.

Force Majeure

27. This Agreement and the performance hereof by Publisher shall be subject to delays by reason of force majeure and Publisher's time for performance shall be extended for a period of time equal to any delay caused by force majeure. As used herein "force majeure" shall mean and include, without limitation, acts of God, fire, war, earthquake, strike, lockout, labor controversy, civil commotions, acts or restrictions of governmental agencies, orders of court, shortages or interruptions of facilities, and any other circumstances beyond Publisher's reasonable control (not due to Publisher's own negligence) which may affect Publisher or its suppliers.

Assignment of this Agreement

28. This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns. Author shall not assign this Agreement without Publisher's prior written consent, but Author may assign sums due and payable to Author hereunder, provided that such assignment shall not be binding upon Publisher unless and until Publisher shall have given written acknowledgment of its receipt thereof and such assignment shall not in any event affect Publisher's rights or Author's obligations hereunder. Any assignment in violation of this provision shall be void. Publisher may assign this Agreement freely to any third party.

Execution of Documents

29. (a) Each party hereto shall, upon request of the other, execute such documents as may be reasonably necessary to confirm the rights of the other party in respect of the Works or to carry out the intention of this Agreement.

Prior Publication

(b) In the event the Works have been previously published and the rights have reverted to Author, Author shall furnish Publisher promptly upon execution hereof:

- (i) Written evidence satisfactory to Publisher of valid termination of Author's agreements with previous publishers of the Works; and
- (ii) Certified copies of the original Copyright Registration Certificate(s).

If Publisher is not furnished with the foregoing, Publisher may, without limiting such other rights as it may have, delay payment of any advances hereunder until the same is furnished.

Notice of Breach

30. No act or failure to act by Publisher shall be deemed a material breach of this Agreement by Publisher unless Publisher shall fail to cure the same within 60 days after receipt of written notice thereof from Author, setting forth specific details.

Service of Notices

31. Except as otherwise provided herein, any written notices hereunder to be effective shall be delivered by ordinary mail to the address of the other party first above set forth, except that notices of possible or alleged breaches of contract or of termination shall be sent by certified or registered mail return receipt requested, with a duplicate copy of such notices by Author directed to: Legal Department, Simon & Schuster, One Lake Street, Upper Saddle River, NJ 07458, Attn: Vice President and Deputy General Counsel. Either party may change its address by written notice to the other.

N.Y. Law, Entire Understanding

32. This Agreement and its interpretation shall be governed by the laws of the State of New York applicable to agreements made and entirely to be performed therein, constitutes the entire understanding of the parties concerning the subject matter hereof, shall not be modified except by a written agreement executed by both parties, and shall be binding on Publisher only when accepted by an authorized officer of Publisher. Author hereby consents to the jurisdiction of the courts sitting in New York County, New York with regard to any claim, action or proceeding with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above set forth.

**SILVER BURDETT PRESS, a division of
Simon & Schuster, Inc.**

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

Signature

Social Sec. # _____

- Mail Order* (c) On copies of said work sold direct to the consumer through the medium of mail order coupon advertising or direct-by-mail circularization, a royalty of ~~four~~ ^{five} per cent of the price received.
- Educational sales* (d) On copies of said work sold for educational use through their Educational Department, a royalty of 4% less than the rate stated in ¶ 6(a).
- Export* (e) On copies of said work sold in bound form at a reduced price, or in sheets, for export to Canada and other territories covered in this Agreement, the Author shall receive a royalty of 5% of the list price of the regular trade edition in the United States.
- Remainders* (f) On disposal of overstock of the regular trade edition, a royalty of 10% of the gross price obtained if said overstock is sold at 60% of the list price or less, but there shall be no royalty if the Publishers shall dispose of copies as a remainder at or below cost price.
- Stock returned* 7. Royalty paid on stock of said work which is later returned by the bookseller as unsalable may be debited against any sums accruing to the Author under this or any other existing Agreement between the Author and the Publishers.
- Special editions* 8. The Publishers may issue a special or limited edition of said work, paying to the Author a royalty which shall be the same amount per copy as that paid on the regular trade edition.
- Reprints* 9. The Publishers may publish said work under their own imprint in a reprint edition at a reduced price, paying to the Author 10% of the net price of said edition.
10. In the event that the Publishers shall lease said work for publication in a reprint edition under another imprint in the territories covered by this Agreement, the proceeds of such lease shall be divided equally between the Author and the Publishers.
- Book Clubs* 11. In the event that the Publishers shall lease said work on a royalty, or for a lump sum in lieu of royalty, to a book club, the net proceeds shall be divided equally between the Author and the Publishers, and upon request in writing by the Author the Publishers shall pay the Author's share of all sums if in excess of one hundred dollars within fourteen days after the receipt by them of such proceeds.
- Permission to quote* 12. The Publishers may publish, or permit others to publish, broadcast or televise for publicity purposes without charge such selections from said work as they think proper to benefit its sale, without compensation to the Author.
- First serial rights* 13. On the sale of the first serial rights of said work, the Author shall receive 90% of the net proceeds of such sale.
- Publication in newspapers, periodicals, and anthologies* 14. On the sale of the right to publish the work, parts thereof, selections, abridgments, or serializations thereof, in newspapers, periodicals or other books after publication in book form, the Author shall receive 50% of the net proceeds of such sales.
- Publication in British Empire* 15. On the sale or lease of said work or any rights therein for publication in the English language under any imprint other than the Publishers' in the British Empire exclusive of Canada, the Author shall receive eighty-five per cent of the net proceeds of such sale. Countries other than the United States and its dependencies, the Philippines, Canada, and the British Empire are an open market for copies in the English language of the Publishers' original edition or editions authorized.
- Translation and foreign rights* 16. On the sale of the right of translation into, and publication in, other languages, and publication in the English language in countries other than the United States, Canada, and the British Empire, the Author shall receive 50% of the net proceeds of such sale.
- Phonographic, film and braille reproduction* 17. On the sale or permission for use of the work for reproduction phonographically, by film strip or by wire recordings, or in Braille, the Author shall receive 50% of the proceeds, if any, of such sales.
- Dramatic, motion picture, radio and television rights* 18. On the sale of the dramatic, motion picture, radio or television rights, the Author shall receive ninety per cent of the proceeds of such sales, including any additional money realized from such sale pursuant to any so-called escalator clauses based on book and/or book club sales.
19. In the event of the sale, within two years after publication of the work, of the motion picture, dramatic, radio or television rights exercisable within the territory covered by this Agreement, whether or not such sale is made by the Publishers, the Publishers shall receive, in consideration of their contribution to the value of said rights, one-half of the amount expended by them prior to publication and during the first two years after publication in advertising the work, but this payment shall in no event be more than 10% of the Author's total net receipts from such sale.
- Statements and payments* 20. The Publishers shall render semi-annual statements of account in the months of June and December covering sales of the book and sale or lease of any and all other rights in the work to the last day of March and the last day of September preceding, and pay in cash with the statement the amount due the Author with the following exceptions: (1) To provide for possible return of stock by the bookseller under ¶ 7 above, only 90% of the royalty accrued to the Author on regular book sales shall be due and payable with the first semi-annual statement following publication of said work; (2) Not more than \$ [redacted] shall be due and payable to the Author in any one calendar year and that any residue shall be applied to future payments under the same restriction. On the 15th day of June in the ^{year} calendar year following the first publication hereunder, all amounts accrued to the Author and as yet unpaid shall be paid forthwith, and thereafter all future payments shall be made semi-annually without limitation in accordance with the semi-annual statements and at the time the same are rendered. When as of any last day of March or September (as a less than Ten Dollars (\$10.00)) shall have accrued to the Author, the Publishers shall be under no obligation to render a statement or make payment, unless it be a final statement and payment.

21. For the purpose of keeping said work in print and in circulation as long as possible, the Author agrees that if at any time after a period of two years from the date of publication of said work the semi-annual sale in the regular trade edition shall be less than five hundred copies, then the Publishers shall pay to said Author a royalty of 10% of the list price, provided such copies are sold from a reprinting of seventy-five hundred copies or less, this reduction being made by reason of the increased cost of manufacture per copy of such small reprintings. The Publishers shall thereafter render statements of account annually.

Reduced royalty on small printings

22. All payments made by the Publishers to the Author under this Agreement shall be chargeable against and recoverable from any or all monies accruing to the Author under this Agreement.

Payments

23. Corrections or revisions, after delivery of copy to the Publishers, which exceed 10% of the Publishers' charge for composition, shall be debited against any sums owing to the Author under this Agreement.

Corrections and revisions

24. Title to any plates, engravings, dies, type forms, printed copies, and all material used in publishing the work shall rest in the Publishers. If rendered valueless by fire or any other cause, or if at any time after the expiration of two years from the date of first publication there is not in their opinion sufficient sale for the work to enable them to continue its publication profitably, then the Publishers may authorize the destruction or disposal of any remaining plates, dies, or other material used in printing the work free from any claim on the part of the Author and § 6 of this Agreement shall become inoperative, provided that the Publishers shall first send by registered mail to the Author at the Author's last known address an offer to sell said plates and/or all publication rights in the work at one-quarter of the cost of composition and plates, and all copies of the work then on hand at cost. If the Author shall within sixty days of the mailing of said offer accept it and pay for said plates, the Author shall thereupon become the sole owner of the copyright and this Agreement shall terminate.

Title to material used in publishing

Termination and reversion of rights

25. The Publishers shall take all suitable measures for the preservation of original illustrations, if any, supplied by the Author, as well as the manuscript, but shall not be responsible for their loss or damage. Said originals shall, upon request in writing by the Author, be released to the Author after the expiration of a period of one year from the date of original publication; but if such request be not made within eighteen months from the date of original publication, the Publishers may destroy and dispose of said originals free from any claim on the part of the Author.

Originals supplied by author

26. The Publishers shall give the Author twelve free copies of the work and allow a discount of 40% from list price on additional copies purchased by the Author.

Free copies

27. The Author agrees to submit to the Publishers his next book-length work before submitting the same to any other publisher. The Publishers shall be entitled to a period of six weeks after the submission of the completed manuscript, and in no event less than one month after the publication of the Author's last preceding book, within which to notify the Author in writing whether they desire to publish such manuscript.

Option

28. This Agreement may be assigned by either party with the written consent of the other, which consent must be obtained in advance and will not be unreasonably withheld, and the assignee thereof shall have all the rights and remedies of the original parties insofar as the same are assignable. Said Agreement shall be assigned only as a whole and not as a part nor as to any part interest therein.

Assigns

29. This Agreement shall be binding upon, and shall be for the benefit of, the Author and also the Author's heirs, executors, administrators, and/or assigns, and likewise upon and for the benefit of the Publishers and also their successors and/or assigns, unless contrary to the context.

Heirs

Signed and delivered the day and year first above written.

HOUGHTON MIFFLIN COMPANY

PUBLISHERS: By  Director

AUTHOR: 

EXHIBIT 10

PART B

MM

ST. MARTIN'S PRESS, LLC
AUTHOR CONTRACT

This Agreement is made as of [REDACTED], 2011 (the "Effective Date") between [REDACTED] (the "Author") and St. Martin's Press, LLC, 175 Fifth Avenue, New York, NY 10010 (the "Publisher").

The Author and the Publisher mutually agree to the following:

THE WORK, THE GRANT OF RIGHTS, TERRITORY AND DURATION

1. (a) This Agreement concerns two individual works provisionally entitled

[REDACTED]
#2) UNTITLED #2

to be written by [REDACTED] which will be works of fiction, each approximately [REDACTED] in length, [REDACTED] (each work hereinafter referred to individually as a "Book" and collectively as the "Work").]

(b) The Author grants to the Publisher the sole and exclusive right to exercise and license (i) the right to reproduce, publish, distribute and sell ("publish") the full length Work in the English language in a product reproduced in print-on-paper or other physical media ("book form"), (ii) the right to use the full length content of the Work in the English language in electronic media, and (iii) the additional and subsidiary rights in the Work specified in paragraph 4 below, in the following territory: **throughout the World (the "Exclusive Territory")**.

~~Notwithstanding the foregoing, for any country listed on Exhibit A whose copyright laws require publication or distribution of a book in that country within a specified period of time from original publication in order to secure or maintain full copyright protection, if the Work is not published in that country within that specified period of time then the Publisher will have the non-exclusive right to ship its editions of the Work into that country.~~

If the Work consists of more than one Book, the rights granted in this Agreement will apply to each Book separately.

(c) Each of the rights granted in this Agreement is granted for the full period(s) of copyright protection (including all renewals and extensions) provided under any copyright laws now or hereafter in force in each country included within the territory granted to the Publisher.

ADVANCE

2. The Publisher will pay the Author, or the Author's duly authorized representative, as an advance against the Author's earnings from all sources under this Agreement, the sum of [REDACTED] (the "Author Advance"), payable as follows:

[REDACTED] on signing of this Agreement;
[REDACTED] upon the Author's delivery
and the Publisher's acceptance of the complete and final manuscript of #1) [REDACTED]
[REDACTED]; and
[REDACTED] upon the Author's delivery
and the Publisher's acceptance of the complete and final manuscript of #2) UNTITLED.

If the Work consists of more than one Book, unless otherwise specified in this Agreement, for the purposes of paragraphs 9, 11 and 12 only, amounts paid on signing will be "attributable" in equal proportions to each Book comprising the Work and amounts due on delivery and acceptance or publication in any form of a particular Book, or within a specified period of time after delivery and acceptance or publication of a particular Book, will be "attributable" to that Book. However, for all other purposes, all amounts paid as advances under this Agreement will be treated as a single advance against earnings from all sources with respect to all the Books.

ROYALTIES

3. So long as copyright protection subsists in the Work, the Author will earn the following royalties:

(a) *Hardcover Editions.* On sales by the Publisher of copies of its hardcover editions of the Work, except as specified in subparagraphs (h) through (n) below, ten percent (10%) of the list price on the first five thousand (5,000) copies sold, twelve and one-half percent (12½%) of the list price on the next five thousand (5,000) copies sold and fifteen percent (15%) of the list price on all copies sold thereafter.

(b) *Paperback Editions.* On sales by the Publisher of copies of its paperback and paper-over-board editions of the Work (other than mass-market paperback editions, which are covered in the next subparagraph), except as specified in subparagraphs (h) through (n) below, seven and one-half percent (7½%) of the list price on all copies sold.

(c) *Mass-Market Paperback Editions.* On sales by the Publisher of copies of its mass-market (i.e., rack size) paperback editions of the Work, except as specified in subparagraphs (h) through (n) below, eight percent (8%) of the list price on the first one hundred and fifty thousand (150,000) copies sold, and ten percent (10%) of the list price on all copies sold thereafter.

(d) *Electronic Editions.* With respect to any exploitation of all or any portion of the Work in electronic media by or on behalf of the Publisher or a licensee of the Publisher, except as specified in subparagraphs (e) through (g) below, a royalty equal to twenty-five percent (25%) of the amount received by the Publisher (except that if the exploitation is pursuant to a license of rights in both print and electronic media, the Author will earn a share under paragraph 5 in connection with such license and no royalty will be payable under this paragraph 3(d) in connection with such license).

If, at any time after the effective date of this Agreement, either (i) the Publisher's standard royalty with respect to exploitation of all or any portion of the Work in electronic media is a higher percentage of the amount received by the Publisher than the percentage specified in this

subparagraph 3(d), or (ii) the Publisher and the Author, agree, for future agreements with the Author, upon a standard royalty with respect to exploitation of all or any portion of the Work in electronic media that is a higher percentage of the amount received by the Publisher than the percentage specified in this subparagraph 3(d), then the Publisher agrees that, upon its receipt of a written request from the Author, this subparagraph will automatically be deemed to be amended, effective as of the beginning of the first full royalty accounting period commencing after the Publisher's receipt of such written request, to substitute such higher percentage royalty with respect to such exploitation in electronic media for the percentage now set forth in this subparagraph.

~~(e) — *Graphic Books.* On sales by the Publisher of copies of its print on paper editions of Graphic Books, except as specified in subparagraphs (h) through (n) below, six percent (6%) of the list price. With respect to any exploitation of the Publisher's editions of Graphic Books in electronic media by or on behalf of the Publisher or a licensee of the Publisher, a royalty equal to ten percent (10%) of the amount received by the Publisher.~~

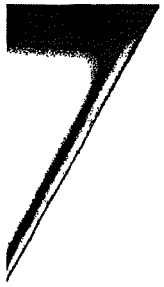
(f) *Audio Editions.* With respect to any exploitation of the Publisher's Audio Editions by or on behalf of the Publisher or a licensee of the Publisher's edition in physical media form, except as specified in subparagraphs (h) through (m) below, a royalty equal to ten percent (10%) of the amount received by the Publisher. With respect to any exploitation of the Publisher's Audio Editions by or on behalf of the Publisher or a licensee of the Publisher's edition in electronic media by means of transmission, uploading, downloading, broadcast or similar means or methods (but excluding delivery of the Audio Edition in physical media form, such as on a CD) ("digital downloads"), a royalty equal to twenty percent (20%) of the amount received by the Publisher.

~~(g) — *Multimedia Rights and Game Rights.* With respect to any exploitation of Multimedia Rights, and any use of Games in electronic media by or on behalf of the Publisher or a licensee of the Publisher, a royalty equal to ten percent (10%) of the amount received by the Publisher (except that if the exploitation is of a work created by a licensee pursuant to a license of Motion Picture and Television Rights or Game Rights, the Author will earn a share under paragraph 5 in connection with such license and no royalty will be payable under this paragraph 3(g) in connection with such license).~~

(h) *High Discount, Special Sales and Remainder Sales.* On sales by the Publisher of copies of its editions of the Work in book form, and copies of its Audio Editions ~~and Graphic Books~~ in physical media form, except as specified in subparagraphs 3(i) through (n) below:

(i) *Hardcovers.*

(1) when sold at discounts from 48% through 54% (inclusive) from the Publisher's list price, a royalty equal to the prevailing royalty rate in subparagraph (a) above less two and a half percentage points (2 ½%); and



(2) when sold at discounts greater than fifty-four percent (54%) and less than seventy-five percent (75%) from the Publisher's list price, a royalty equal to ten percent (10%) of the amount received by the Publisher.

(ii) *Paperbacks.*

(1) with respect to all paperbacks and paper-over-board editions (but excluding mass market paperback editions), when sold at discounts greater than or equal to fifty percent (50%) but less than seventy-five percent (75%) from the Publisher's list price, a royalty equal to ten percent (10%) of the amount received by the Publisher; and

(2) with respect to mass market paperback editions, when sold at discounts greater than or equal to fifty-five percent (55%) but less than seventy-five percent (75%) from the Publisher's list price, a royalty equal to ten percent (10%) of the amount received by the Publisher.

(iii) *Hardcovers, Paperbacks, and Audio Editions ~~and Graphic Books~~ in physical media form.*

when sold at discounts of seventy-five percent (75%) of list price or more, a royalty equal to ten percent (10%) of the amount determined by deducting all manufacturing costs of the copies so sold from the amount received by the Publisher.

(i) *Export.* On sales by the Publisher of copies of its hardcover and mass market editions of the Work, and copies of its Audio Editions ~~and Graphic Books~~ in physical media form, except as specified in subparagraph (k) below, when sold by the Publisher for resale outside of the United States, a royalty equal to ten percent (10%) of the amount received by the Publisher, except that if the Author will be entitled to a share under paragraph 5 in conjunction with such sales, then no royalty will be payable under this paragraph 3(i). On sales by the Publisher of copies of its trade paperback and paper-over-board editions, except as specified in subparagraph (k) below, a royalty equal to seven and one-half percent (7 ½%) of the amount received by the Publisher, except if the Author will be entitled to a share under paragraph 5 in conjunction with such sales, then no royalty will be payable under this paragraph 3(i).

(j) *Direct Consumer Sales.* On sales by the Publisher of copies of its editions of the Work in book form, and copies of its Audio Editions ~~and Graphic Books~~ in physical media form, when sold by the Publisher or a U.S. affiliate of the Publisher directly to the consumer, whether by mail order solicitation, coupon or direct mail, from a website, through solicitation by radio or television or over any digital or cellular network, or otherwise, a royalty equal to ten percent (10%) of the amount received by the Publisher on the first 10,000 copies sold directly to the consumer and fifteen percent (15%) of the amount received by the Publisher on all copies sold directly to the consumer thereafter.

(k) *Premium Sales.* On sales by the Publisher of copies of its editions of the Work in book form, and copies of its Audio Editions ~~and Graphic Books~~ in physical media form, when

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sold by the Publisher in a premium sale or sold to companies or organizations for usage or distribution by them in connection with their own activities or with the sale of their own products or services, a royalty equal to five percent (5%) of the amount received by the Publisher.

(l) *Short-run Printings.* On sales by the Publisher of copies of its editions of the Work in book form, and copies of its Audio Editions ~~and Graphic Books~~ in physical media form, when sold by the Publisher from any reprinting of 1500 copies or less (excluding individual copies printed on a print-on-demand basis) made at least twelve (12) months after initial publication of that edition, provided the regular sales of that edition of the Work during the royalty period immediately preceding the royalty period in which such a reprinting occurs have not exceeded five hundred (500) copies, a royalty equal to one-half (1/2) of the royalty rate that would otherwise apply to that sale under this paragraph 3.

(m) *Collections.* On sales by the Publisher of copies of its editions of any collection, omnibus volume, anthology or other compilation (a "Collection") in physical media form that includes the English language text of the Work (as well as any artwork included in the Work) and/or of any Audio Editions ~~or Graphic Books~~, except as specified in subparagraph (n), a royalty equal to the otherwise applicable royalty as provided herein prorated based on the number of works in the Collection.

(n) *Free Copies.* With respect to copies given away free for publicity or promotional purposes, or to induce additional sales, and with respect to copies destroyed or given or sold to the Author, no royalty will be payable.

(o) *Definition of Amount Received by the Publisher.* When used in this Agreement, except as provided below, "amount received by the Publisher" means sums of money actually received by the Publisher. In the case of use of the Work or any Derivative Work in electronic media:

(i) "amount received by the Publisher" means sums of money actually received by the Publisher from any third party in exchange for the right to use (or authorize the usage of) all or any portion of the Work or the Derivative Work, whether for a copy delivered on physical media or a copy delivered digitally, or for access to (or the right to grant access to), all or any portion of the Work or the Derivative Work in any electronic media; and

(ii) if any amount received by the Publisher is attributable to the use in electronic media of the Work or the Derivative Work and any other works, the Publisher will determine the portion of such amount that is attributable to the Work as follows: (1) if the Publisher receives from a third party an allocation of the amount it receives among the works used, the Publisher will utilize such allocation; and (2) in the absence of any such third-party allocation, the Publisher may utilize a determination of end user access to or unique page views of the Work or the Derivative Work (in each case including an estimate determined by sampling) or the ratio of the list price of the Work or the Derivative Work to the total of the list prices of all of the works to which the amount is



attributable or, if none of the foregoing methods is applicable, the Publisher may utilize any other method of allocation it determines in good faith to be equitable.

Taxes included in the amount received; any insurance, shipping, mailing, freight, duties, customs clearance or other similar charges included in the amount received; any payment made to reimburse the Publisher for manufacturing costs; any charges for use of a digital delivery service included in the amount received; any foreign tax withholdings; and any fees or commissions paid by the Publisher to finders or third-party sales or licensing agents in connection with the transaction will be deducted from the sums of money actually received. All references to the Work in subparts (i) and (ii) in this subparagraph (o) will include Derivative Works.

~~(p) If the Publisher or a U.S. affiliate of the Publisher creates or commissions the creation of text and/or art for a Graphic Book edition by a writer and/or artist (or writer/artist team) ("Commissioned Graphic Book Material"), then the Publisher will recoup the amounts paid or to be paid to such writer and/or artist (or writer/artist team) in connection with the creation of the Commissioned Graphic Book Material as follows: (1) any royalty payable to the Author under paragraph 3 from sales by the Publisher of a Graphic Book edition that uses Commissioned Graphic Book Material will be reduced by any royalty paid or to be paid on such sales to the writer and/or artist (or writer/artist team) of the Commissioned Graphic Book Material; and (2) the Author's share under paragraph 5 of any amounts received by the Publisher from any license to a third party granting the right to use Commissioned Graphic Book Material will be calculated based on the difference between the amount received by the Publisher from such license less the amount paid or payable by the Publisher or its U.S. affiliate to such writer and/or artist (or writer/artist team) with respect to the Commissioned Graphic Book Material.~~

(q) In all cases in subparagraphs (a) through (m) above, the computation of the number of copies sold will be net of returns. Notwithstanding anything to the contrary contained herein, (i) if any royalty rate specified in this paragraph 3 is to escalate by reason of the number of copies sold, then no sales at discounts of fifty-four percent (54%) of list price or any higher discounts will be taken into account for the purpose of determining the rate to be applied, and sales made by the Publisher or a U.S. affiliate of the Publisher direct to the consumer will only be taken into account for the purpose of determining the royalty rate to be applied under subparagraph 3(j); (ii) if the list price of an edition is reduced by the Publisher for the purposes of any sale so that the reduced list price is at least forty percent (40%) lower than the list price of that edition when initially published then, for the purposes of calculating the amount of any discount upon such sale only, the list price of that edition will be deemed to be the initial list price; and (iii) if by arrangement with any customer of the Publisher the discount applicable to a sale is increased in exchange for a waiver by the customer of the right to return copies previously sold to that customer at a lower discount, then the higher discount will be used for purposes of determining the royalty rate applicable to the sale of those copies. If the Work consists of more than one Book or a Book or the Work is published in more than one edition, the applicable royalty set forth in the various subparts of this paragraph 3 will apply separately to each Book and each edition; accordingly, in determining whether particular sales levels have been reached for the purposes of fixing the applicable royalty rate, only sales of the Book in the edition for which the calculation is being made will be included. In any case in which the Author would otherwise be entitled both to earn a royalty under this paragraph 3 and to earn a percentage of the

amount received by the Publisher under paragraph 5 on the same sale or receipts, the Author will earn a royalty in accordance with this paragraph 3 (but will not also be entitled to payment under paragraph 5), except where this paragraph 3 provides that no royalty will be due (in which case the Author will receive no royalty) or expressly states that the Author will be entitled to a payment under paragraph 5 (in which case the Author will receive the share specified in paragraph 5 of the amount received by the Publisher). If a U.S. affiliate of the Publisher publishes any edition of the Work or a Derivative Work, its edition will be treated as the Publisher's (and sales by the affiliate will be treated as sales by the Publisher) for the purposes of this Agreement.

ADDITIONAL AND SUBSIDIARY RIGHTS

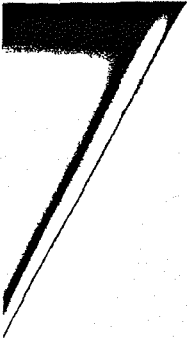
4. The following additional and subsidiary rights in the Work are included in the grant of rights and defined as follows:

(a) "First Serial Rights," meaning the rights to use all or any portion of the Work in the English language in newspapers, magazines and other periodicals (whether in one or more issues) before the date the Work is first available for sale to the public in book form, including the right to create for such usage abridged, adapted and condensed versions of the Work.

(b) "Second Serial Rights," meaning the rights to use all or any portion of the Work in the English language in newspapers, magazines and other periodicals (whether in one or more issues) on or after the date the Work is first available for sale to the public in book form, including the right to create for such usage abridged, adapted and condensed versions of the Work.

(c) "Selection Rights," meaning the rights (i) to create condensed, adapted and abridged English language versions of the Work, to publish and to use those versions; (ii) to use any portion of the English language text of the Work (as well as any artwork included in the Work) in electronic media; (iii) to use all or any portion of the English language text of the Work (as well as any artwork included in the Work) as part of a Collection in any media granted to the Publisher by this Agreement, and (iv) to grant permissions to use all or any portion of the Work in print and other media granted to the Publisher by this Agreement (including but not limited to reprographic and other image processing technologies for storage, display and printing of images of the printed page).

(d) ~~Graphic Book Rights," meaning the rights: (i) to create (or have created) Graphic Books in the English language based on the Work and to publish those Graphic Books in book form; (ii) to publish and to use those Graphic Books (as well as text, art or other excerpts from those Graphic Books) in electronic media and in any other form or media, and to exercise and exploit in connection with those Graphic Books the same additional and subsidiary rights that are granted to the Publisher by this Agreement in the Work; and (iii) to use the title of the Work in connection with, and in the advertising, promotion and publicity for, those Graphic Books. A "Graphic Book" as used anywhere in this Agreement means a work derived from the Work consisting of sequential art with captions, boxes and/or bubbles of text (which text may be original, adapted from the Work and/or taken verbatim from the Work, and will include any Alt-text). Graphic Book Rights include, without limitation, the right to incorporate plot elements, characters, fanciful places, situations, facts, ideas and events taken or derived from the Work into a Graphic Book.~~



(e) "Sound Reproduction Rights," meaning the rights to create, to publish and to use in electronic media, non-dramatic English language readings of all or any portion of the Work (including condensed, adapted and abridged versions), together with introductory, concluding, transitional and narrative material, as well as background music and/or other incidental or background sounds, whether in the form of records, tape recordings, sound cassettes, compact discs, electronic media or other technologies now known or hereafter devised ("Audio Editions").

(f) "Non-dramatic Reading Rights," meaning the rights to perform non-dramatic human voice readings of the Work (including, but not limited to, non-dramatic readings broadcast or transmitted by television or other electronic media, whether live or pre-recorded) with the right to accompany the readings with display of text and/or artwork from the Work. The Publisher may authorize the use of the Work in such forms without royalty or other fee.

(g) "Translation Rights," meaning the rights to translate the Work into languages other than English, to publish full length translations in book form and to use full length translations in electronic media, and to grant First Serial Rights, Second Serial Rights, Selection Rights, Graphic Book Rights and Sound Reproduction Rights in languages other than English.

(h) "Multimedia Rights," meaning the rights to create, to publish and to use in electronic media, works in any language based on the Work (including the rights to create, and to incorporate into those works, text, dialogue, sounds, music, artwork, video, animation, moving images, interactive elements, and other matter whether or not taken or derived from the Work or from the plot elements, characters, fanciful places, situations, facts, ideas and events portrayed in the Work); provided, however, that if Motion Picture and Television Rights are not also granted to the Publisher by this Agreement, Multimedia Rights do not include the right to create and use dramatic versions of the Work in electronic media.

(i) "Motion Picture and Television Rights," meaning the rights to exploit the Work and the Author's name (as the author of the Work) in motion pictures (including without limitation made-for-television movies), television series and mini-series ("Motion Pictures"), and in prequels and sequels to such Motion Pictures, together with those allied rights customarily granted to motion picture producers, production companies or studios, and the rights to distribute and sell such Motion Pictures and prequels and sequels by all mechanical or electronic visual reproduction, display and performance, transmission and broadcast methods and technologies now known or hereafter devised (including by means of cassettes, DVDs, and other devices for home play and the right to use such Motion Pictures and prequels and sequels in electronic media).

(j) "Game Rights," meaning the rights to create games of any type, including without limitation board games, video games, electronic games and games to be played over the internet or other digital networks, in any language based on or derived from the Work and/or text, artwork, plot elements, characters, fanciful places, situations, facts, ideas, and events in the Work ("Games"), and to use Games in any manner or media.

(k) ~~“Dramatic Rights,” meaning the rights to create, perform and use live theatrical stage productions and dramatic radio productions based on the Work, and productions that set the Work to music.~~

(l) ~~“Merchandising and Commercial Rights,” meaning the rights to exploit the Work and the Author’s name (as the author of the Work), and/or to use material taken or derived from the Work or from the plot elements, characters, fanciful places, situations, facts, ideas and events in the Work, in connection with merchandise, services or other commercial uses.~~

(m) “Rights to enable access,” meaning the rights to reproduce and publish the Work in Braille and to use and authorize the use of the Work or any Derivative Works in any other form and on any devices that enable or facilitate access to the Work for individuals who are blind, who have vision impairments, or who have physical or learning disabilities. The Publisher may authorize the use of any edition of the Work or any Derivative Work in such forms and on such devices without royalty or other fee. Should any amount be received by the Publisher in connection with the exploitation of such rights, the Author will earn the royalty or percentage of the amount received otherwise applicable to the use that resulted in such receipts.

(n) The following terms will have the following meanings when used in this Agreement:

(i) “electronic media” means all electronic, magnetic, digital, optical, laser-based and other media, devices and systems for the storage, manipulation, display, retrieval, publication, distribution, broadcast and/or transmission of text, data, images, sounds and/or other information in any electronic form, whether now known or hereafter devised, including, without limitation, disk, CD-ROM, Cdi, DVD, integrated circuit card or chip, cellular device, and the Internet or other digital network, service or database or cellular or other transmission, whether interactive or not;

(ii) “use” (and its variants), when referring to the rights granted in this Agreement, includes, without limitation, copying or otherwise reproducing, publishing, distributing, selling, displaying, performing, transmitting, uploading, downloading and broadcasting;

(iii) “periodical” means a newspaper, magazine or similar publication that is published as issues distributed at fixed intervals primarily in print-on-paper formats, and any electronic media versions of those issues (such as a periodical’s online digital archive, website or database that makes available the periodical’s issues); and

(iv) “artwork” means photographs, illustrations, paintings and other images (whether created by hand or through means of a camera, computer or other device now known or hereafter devised).

(o) If any rights granted to the Publisher are not granted to it on a worldwide basis, it may nevertheless exercise or authorize others to exercise the rights granted by means of the internet or any other digital network, service or database or by cellular or other transmission (i) if the network, service, database or transmission is targeted primarily to customers or users within the

territory granted or (ii) through any third-party distributor or service provider primarily serving customers within the territory granted, in each case even if some persons outside such territory may have access to such network, service, database or transmission. If the Publisher is granted rights under multiple subparts above (e.g., both Selection Rights and Sound Reproduction Rights), it may combine or authorize the combination of such rights into single products or services.

LICENSING – SHARING OF RECEIPTS

5. The Author will earn amounts equal to the percentages indicated below of the amount received by the Publisher from licenses to others by the Publisher of the following rights:

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| (a) | English language Book Publication Rights (including book club or similar organizations) when licensed for exercise in the United States, its territories and dependencies and Canada (regardless of any additional territory granted) | 50% |
| (b) | English language Book Publication Rights (including book club or similar organizations) when licensed for exercise solely outside the United States, its territories and dependencies and Canada | 75% |
| (c) | First Serial | 90% |
| (d) | Second Serial | 50% |
| (e) | Selection (excluding book club and similar organizations) | 50% |
| (f) | Graphic Book | 50% |
| (g) | Sound Reproduction | 50% |
| (h) | Non-dramatic Reading | 50% |
| (i) | Translation | 75% |
| (j) | Motion Picture and Television | 75% |
| (k) | Game | 75% |
| (l) | Dramatic | 75% |
| (m) | Merchandising and Commercial | 75% |

“Book Publication Rights” as used herein means the right to publish the Work in book form (whether or not other rights are also granted as part of the license).

If the Publisher elects to itself exercise any of the above rights for which a royalty is not provided elsewhere in this Agreement, the Author will earn royalties with respect to the

exercised rights in amounts consistent with applicable industry standards as reasonably determined by the Publisher.

INTELLECTUAL PROPERTY OWNERSHIP

6. (a) *Copyright in the Work.* The copyright in the Work will belong to the Author. The Publisher agrees to imprint the copyright notice authorized by the United States copyright laws in each copy of the Work distributed by the Publisher. The Publisher is hereby authorized to register the copyright in the Work in the United States copyright office in the name of the Author, and the Publisher agrees to register the copyright of the Work in the name of the Author in the United States within three months of the Publisher's initial publication of the Work (provided, however, that the Publisher will not be obligated to register the copyright if, prior to the time of publication, the U.S. copyright law is amended so that registration is no longer a prerequisite to the recovery of attorneys' fees and statutory damages in an infringement action). If the Work consists of more than one Book, the provisions of this subparagraph (a) will apply separately to each Book comprising the Work. With respect to any rights reserved to the Author hereunder, the Author agrees to take all steps necessary to protect the copyright in the Work.

(b) *Copyright in Derivative Works.* The copyrights in any derivative works based on the Work that this Agreement authorizes the Publisher to create or to authorize others to create ("Derivative Works"), including without limitation the performance copyright in any sound recordings this Agreement authorizes the Publisher to create or authorize others to create, will, at the Publisher's option, be owned by the Publisher or a U.S. affiliate of the Publisher and/or any licensee of the Publisher and the Publisher may register or authorize its U.S. affiliate or its licensee to register any such copyright in its own name, it being understood that such registration does not affect the ownership of the copyright in the Work.

(c) *The Publisher's Intellectual Property.* The Author acknowledges that the Publisher has sole and exclusive ownership of the Publisher's trademarks, trade names, logos, series names, imprints and any other source identification now or hereafter used by the Publisher on and/or in connection with the Work or its exercise of the rights granted in this Agreement, as well as any trade dress, any graphic art or designs, and such advertisements and promotional materials as may be created or commissioned by the Publisher for usage on, in and in connection with its publication of the Work and its exercise of such rights (the "Publisher's Intellectual Property"). Nothing in this Agreement (including, but not limited to, the right of the Author to purchase copies of the Publisher's editions on termination), and no reversion of rights in the Work, will permit the Author to use the Publisher's Intellectual Property during the term of this Agreement or thereafter, without first obtaining the Publisher's consent in writing.

RIGHTS RESERVED TO THE AUTHOR

7. All rights in the Work now existing, or which may hereafter come into existence, except those specifically granted to the Publisher in this Agreement, are reserved to and by the Author (the "Reserved Rights"). The Author may exercise and grant licenses for the exploitation of any Reserved Rights subject to the following limitations: the Author agrees that during the term of this Agreement (a) the Author will not exercise or authorize others to exercise the Reserved Rights in competition with or to the detriment of the Publisher; (b) the Author will not authorize or arrange for the publication, in book form or electronic form primarily intended to be read (or

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other form or media granted to the Publisher), of a novelization, tie-in, adaptation or other version of (i) the Work or (ii) a work in another medium based on the Work or from which the Work was derived (and the Author represents, warrants and covenants that the Author has not previously authorized or arranged for any such publication).

COMPETITIVE WORKS

8. (a) The Author will not authorize or arrange for the publication, distribution or sale in the Exclusive Territory, otherwise than by the Publisher, of any work by the Author (or anyone who receives an author's credit on the Work) that will directly compete with the Work or diminish the value of any rights granted to the Publisher by this Agreement where such publication, distribution or sale will take place at any time during the term of this Agreement. If the Work consists of more than one Book, all references to the Work in subparagraphs (a) above and (f) and (g) below will be deemed to refer to each of the Books comprising the Work considered separately.

(b) Except as otherwise disclosed by the Author in writing to the Publisher prior to the execution of this Agreement, and excluding other books that may already be under separate contract to the Publisher, the Author will complete the Work and deliver it to the Publisher prior to commencing the writing of any other book.

(c) If the Work consists of one or more books in a series, the Author agrees that additional books in the series will not be written until all the book(s) in the series in which the Publisher has been granted rights have been completed and delivered to the Publisher, and the Author will not authorize or arrange for the publication of any additional book in the series prior to the first to occur of: (i) the first anniversary of the Publisher's first publication in book form of the last book under contract to the Publisher in the series or (ii) six months after the publication by the Publisher of a paperback edition of the last book under contract to the Publisher in the series.

(d) If the Work is a work of fiction, the Author will not authorize publication of any other novel in hardcover or paperback book format within the Exclusive Territory to be published prior to the end of six (6) months after the Publisher's first publication of the Work in book form (excluding a novel for which the Author is already under contract to another publisher and reprint editions of previously published novels).

(e) If, under the terms of this Agreement, the Author has retained First Serial Rights in the Work, the Author will obtain the prior approval of the Publisher before licensing such rights to a third party. The Author will in no event authorize the licensee to distribute, sell, anthologize or sublicense the serialization individually.

(f) If, under the terms of this Agreement, the Author has retained any publication rights in the Work in the English language, the Author will obtain the prior approval of the Publisher of any arrangement made for publication of the Work in the English language where such publication would precede the Publisher's initial publication of the Work in the United States in book form.

(g) If, under the terms of this Agreement, the Author has retained any Sound Reproduction Rights, the Author will ensure that no Audio Edition of the Work is published where such publication would precede the Publisher's initial publication of the Work in the United States in book form.

THE AUTHOR'S DELIVERABLES

9. (a) The Author will deliver the Books comprising the Work, in form and content satisfactory to the Publisher, on the dates specified for each Book (the "Due Date(s)"), as follows:

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#2) UNTITLED [REDACTED] 2013

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To this end, the Author will deliver: (i) the text of the Work (the "Text"), complete and ready for the copyeditor, in digital file format and in conformity with the Publisher's "Author Guidelines" that are current as of the time of delivery, plus a clean printout of the complete digital file containing the Text, double spaced, on sequentially numbered pages; and (ii) all photographs, charts, maps, illustrations and other artwork described in paragraph 1(a) or otherwise to be included in the Work (collectively, the "Illustrative Materials"), all in a form suitable for reproduction.

(b) The Author agrees to obtain, and, upon request, to provide to the Publisher, all permissions, releases, licenses and consents (collectively, the "Clearances"), in form acceptable to the Publisher, and sufficient to allow the Publisher to exercise and license all of the rights in the Work granted to the Publisher by this Agreement. If any such Clearances are missing or unsatisfactory, the Publisher may obtain them and the reasonable cost of such Clearances will be deducted from monies otherwise payable to the Author under this Agreement. If the Work is a work of nonfiction and the Publisher concludes that an index is necessary or desirable, the Publisher may have one prepared and the reasonable cost of preparing the index will be deducted from monies otherwise payable to the Author under this Agreement.

(c) If the Author has not delivered the Work to the Publisher by the end of thirty (30) days after the Due Date, then at any time thereafter the Publisher may, at its option, terminate this Agreement by written notice of termination to the Author. Upon the Publisher's written notice of termination, the Author will repay to the Publisher all sums of money previously paid to or on behalf of the Author under this Agreement and, upon receipt of such sums of money in full, the Publisher will revert to the Author all rights in the Work granted to the Publisher by this Agreement.

(d) If the Work is delivered to the Publisher and the Publisher concludes that the Work, or any portion thereof, is unsatisfactory but can be revised to the Publisher's satisfaction within a reasonable time, the Publisher will provide the Author with its editorial comments and the Author will deliver a revised manuscript of the Work (in the forms required by subparagraph (a) above) by a deadline reasonably set by the Publisher. If the Publisher concludes that the Work, or any portion thereof, as first submitted cannot be revised to its satisfaction within a reasonable time or if the Author fails to deliver a revised manuscript of the Work by the Publisher's deadline or if the Author delivers a revised manuscript but the Publisher determines that the revised manuscript is still unsatisfactory, the Publisher may reject the Work by written notice to the Author.

(e) If the Work is rejected as provided in subparagraph (d) above, the Publisher will be relieved of all further obligations under this Agreement (including, but not limited to, all obligations to make any further payments for the Work), and the Author will be obligated to repay to the Publisher all monies paid to or on behalf of the Author under this Agreement. If the Author has used best professional efforts to produce a satisfactory manuscript, the Author's obligation to repay such monies to the Publisher will be delayed until the Author has made arrangements with any third party for exploitation of rights in any version of the Work or of any other work on a similar topic; repayment will be made to the Publisher out of the first and, to the extent necessary, all subsequent monies received from any third parties with respect to any version of the Work or of any other work on a similar topic until the Publisher is repaid in full. Upon the Author's receipt of notice that the Work has been rejected, the Author may elect to offer any rights in the Work that were granted to the Publisher by this Agreement to third parties and may enter into contracts granting rights to such third parties if and only if such contracts provide for payment directly to the Publisher of the first and subsequent monies to be paid by such third parties until the Publisher is repaid all monies paid to or on behalf of the Author under this Agreement. If within one year following rejection the Publisher has not been repaid at least fifty percent (50%) of all monies paid to or on behalf of the Author under this Agreement, the Author will promptly pay to the Publisher an amount sufficient to bring the total repaid up to fifty percent (50%) of such sums. Thereafter, the Author will continue to be obligated to repay the Publisher the outstanding balance out of the first and, to the extent necessary, all subsequent monies received from any third parties with respect to any version of the Work or of any other work on a similar topic. Upon the Publisher's receipt of such monies in full, the Publisher will revert to the Author all rights in the Work granted to the Publisher by this Agreement and this Agreement will be deemed terminated in its entirety.

(f) If the Work consists of more than one Book then, except as otherwise specified herein, subparagraphs (a) through (e) above will apply separately to each Book comprising the Work. Notwithstanding the above, any termination under this paragraph 9, whether by reason of the Author's failure to deliver or the Author's delivery of an unsatisfactory manuscript, will apply only to the particular Book concerned (unless the Publisher otherwise elects), in which case: (i) all rights in the terminated Book will revert to the Author in accordance with subparagraph (c) or (e) above (whichever is applicable), but this Agreement (including, but not limited to, this paragraph 9) will remain in full force and effect with respect to the other Book(s) comprising the Work; (ii) the total Author Advance provided for in paragraph 2 will be reduced to exclude the portion attributable to the terminated Book; and (iii) the Author's obligation to repay amounts advanced will be limited to the portion of the Author Advance paid that is attributable to the terminated Book. The Publisher may elect to have its termination apply also to any other Book(s) comprising the Work that are unpublished at the time of termination (in which case the consequences of termination specified in the preceding sentence as to the terminated Book, and the portion of the Author Advance paid that is attributable to it, will also apply to those other Book(s) and the portions of the Author Advance paid that are attributable to them). If the termination of a Book under this paragraph 9 is by reason of the Author's delivery of an unsatisfactory manuscript, and the Author has used best professional efforts to produce a satisfactory manuscript for that Book, the Author's obligation to repay to the Publisher the portion

of the Author Advance attributable to the rejected Book (and any other Books to which the Publisher elects to have the termination apply) will be governed by subparagraph (e) above.

EDITING AND CORRECTION OF PROOFS

10. The Author authorizes the Publisher to make the Work conform to the Publisher's standard style of punctuation, spelling, capitalization and usage and to make other customary copy editing changes, at the Publisher's own expense. The Author will read, revise, correct and return to the Publisher any proofs of the Work furnished by the Publisher by the deadline specified by the Publisher. If the Author fails to return the proofs by that deadline, the Publisher will have the right to proceed to publication without the Author's alterations/corrections. The cost of the Author's alterations in the proofs in excess of ten percent (10%) of the initial setting cost will be charged against the Author's royalty account, except that the Author will not be charged for corrections arising from the typesetter's failure to accurately reproduce the copy-edited manuscript.

PUBLICATION

11. (a) Within eighteen (18) months after the later of its acceptance of the Work (i.e., the Text, the Illustrative Materials and, if so requested by the Publisher, the Clearances) or the Due Date specified in paragraph 9, the Publisher will publish the Work at its own expense, in a format, style, manner and at a price it deems best suited to the sale of the Work. If the Work consists of more than one Book, the Publisher will not be required to publish the second and each subsequent Book comprising the Work prior to twelve (12) months after the Publisher's publication of the immediately preceding Book. Such period(s) will be extended by an amount of time equal to any delay caused by the Author or by circumstances beyond the Publisher's reasonable control (including, but not limited to, those described in paragraph 27). It is understood that the extent and manner of advertising, promotion and publicity, imprint, trademark, logo, cover presentation, quantity printed, list price, number and destination of free copies and all other decisions regarding publication, design, manufacture, distribution, marketing and sale will be at the sole discretion of the Publisher.

(b) If the Publisher has not published the Work within the time period set forth in subparagraph (a) above, the Author may, at any time thereafter while the Publisher's failure to publish continues, serve a written demand upon the Publisher by certified mail, return receipt requested, requiring the Publisher to publish the Work. If the Publisher's failure to publish persists for six months after the receipt by the Publisher of such a written demand, the Author may terminate this Agreement by written notice of termination sent by the Author by certified mail, return receipt requested, and received by the Publisher prior to publication or commencement of printing. Immediately upon the Publisher's receipt of such notice of termination, this Agreement will terminate and all rights in the Work granted in this Agreement to the Publisher will revert to the Author. In the event of such a termination, such payments as have already been made to the Author under this Agreement as advances will be the Author's to keep in full discharge of all of the Publisher's obligations to the Author under or in connection with this Agreement. No other claims, damages or remedies (whether legal or equitable, and whether founded on breach of contract, tort or otherwise) may be pursued against the Publisher by the Author or the Author's agents, heirs or assigns for the Publisher's failure or refusal under

any circumstances to publish the Work or to perform any duty owed to the Author where the alleged harm or damage arising therefrom is a failure to publish the Work.

(c) If the Work consists of more than one Book, subparagraphs (a) and (b) of this paragraph 11 will apply separately to each Book comprising the Work. Any termination pursuant to subparagraph (b) will apply only to the particular Book concerned and the reference to advances contained therein will be deemed to mean the portion of the Author Advance paid that is attributable to that Book; this Agreement will continue in full force and effect with respect to the other Book(s) comprising the Work.

12. The Publisher will not be obligated to publish or continue to publish the Work if, in the Publisher's judgment, the Work may lead to legal liability. If the Publisher concludes that there appears to be a substantial legal risk on account of the Work, or if a legal claim is asserted against the Work, the Publisher may delay publication or cease publication pending further investigation or the resolution of any such risk or claim. The Publisher may request such revisions to or deletions from the Work as will be necessary in the opinion of the Publisher or the Publisher's legal counsel to remove any such risk or resolve any such claim. If the Publisher submits the Work for legal or other professional review, then the Work will not be deemed accepted until all issues raised by such review have been resolved to the Publisher's satisfaction, regardless of whether any advance installment otherwise payable to the Author on acceptance of the Work has been paid. In any case, no revisions to or deletions from the Work or request for substantiation made by the Publisher or its legal counsel will be deemed to impose on the Publisher any obligation of verification or to affect in any way the Author's warranties, representations, or duty of indemnification under paragraph 21 of this Agreement, which will continue to apply to the Work, whether or not changed at the request of the Publisher or the Publisher's legal counsel. If the Publisher makes the decision to cancel the publication of the Work or to cease distributing the Work as provided for in this paragraph 12, then the Publisher may terminate this Agreement in writing at any time and/or may exercise any other remedies available to it under the circumstances. In the event of such termination of this Agreement, all amounts paid by the Publisher to the Author pursuant to this Agreement will be repaid promptly by the Author to the Publisher. If the Work consists of more than one Book, this paragraph 12 will apply separately to each Book comprising the Work. Any termination pursuant to this paragraph 12 will apply only to the particular Book concerned (unless the Publisher otherwise elects) and the reference to amounts paid by the Publisher to the Author will be deemed to mean those amounts paid that are attributable to that Book. This Agreement will continue in full force and effect with respect to the other Book(s) comprising the Work, except that the Publisher may elect to have its termination apply also to any other Book(s) comprising the Work that are unpublished at the time of termination (in which case the consequences of termination specified in the preceding sentence as to the terminated Book, and the portion of the Author Advance paid that is attributable to it, will also apply to those other Book(s) and the portions of the Author Advance paid that is attributable to them).

PROMOTION

13. (a) The Publisher and its licensees may use the Author's name, biography, and likeness and any additional material that the Author may deliver to the Publisher in connection with promoting the Work (i) in all editions of the Work and in any Derivative Works, and (ii) in

connection with the advertising, publicity and promotion of the Work and Derivative Works (including without limitation promotional uses described in subparagraph 13(c) and the exploitation of all rights granted to the Publisher under this Agreement.

(b) The Author will cooperate with the Publisher in promoting the Work. Upon the Publisher's request, the Author will make himself/herself available to the Publisher to participate in Author tours and other promotional activities (such as, for example, Author blogs, podcasts and online chats) and will prepare and deliver to the Publisher such additional material as the Publisher may reasonably request for the Publisher to use in connection with publicity and promotion of the Work. If, at the Publisher's request, the Author participates in a tour set up by the Publisher, the Publisher will pay for the Author's reasonable travel expenses in accordance with its standard practices for Authors' tours and will consult with the Author concerning the scheduling of the tour.

(c) To promote the Work and any Derivative Works, the Publisher may (i) distribute copies (such as review copies and advance reading copies) of the Work and any Derivative Works, (ii) use or grant permission to use jackets, covers and/or extracts of the Work and any Derivative Works, and (iii) permit the Work (including early versions of the Work) and any Derivative Works to be included in content search programs in electronic media (and the Publisher may authorize its licensees to do all of the foregoing); promotional uses may be in any print or electronic media or any other media granted to the Publisher by this Agreement. The Publisher may also, to promote the Work and Derivative Works, create and disseminate in any media advertisements and other promotional materials, including without limitation advertisements and promotional materials that utilize dialogue, sounds, music, artwork, video, animation, moving images and/or interactive elements based on the Work or Derivative Works and/or on the plot elements, characters, fanciful places, situations, facts, ideas and events portrayed in the Work or Derivative Works (and the Publisher may authorize its licensees to do all of the foregoing). The Publisher may also distribute or license distribution of products containing a reproduction of the jacket or cover of any edition of the Work and any Derivative Works with the Author's name visible thereon, provided, however, that if any such products are offered for sale by the Publisher or its licensees, the Author will earn thirty-three and one-third percent (33⅓%) of the amount received by the Publisher after deduction of any costs incurred by the Publisher in connection therewith (including, but not limited to, production costs and any fees or royalties paid for use of cover art in the products).

AUTHOR'S COPIES

14. Upon the Publisher's first publication of the Work in book form, the Publisher will give ten (10) free copies to the Author. The Author will also be entitled to five (5) free copies of any paperback reprint edition of the Work published by the Publisher and five (5) free copies of Audio Editions and ~~Graphic Books~~ published by the Publisher in physical media form. If the Work consists of more than one Book, the Author will receive the specified number of copies of each Book comprising the Work. Should the Author desire more copies for personal use, the Author may place pre-paid orders to purchase such copies at one-half the list price, plus shipping charges (subject to availability in inventory). Copies given to or purchased by the Author hereunder are non-returnable, and may not be sold by the Author.

SUBSEQUENT EDITIONS

15. If the Author delivers additional material for inclusion in a subsequent edition of the Work or in any Derivative Works, or delivers any additional material for promotion of any edition of the Work or Derivative Works, the Publisher will have all rights in that subsequent edition of the Work, those Derivative Works and in such additional material as the Publisher has in the Work under this Agreement.

AUTHOR'S PROPERTY

16. The Publisher will not be responsible for any greater degree of care of any of the Author's materials in its custody than it takes of its own materials. In addition, except in the case of the Publisher's own gross negligence or intentional misconduct, the Publisher will not be responsible for loss or damage to any materials furnished by the Author. The Author will retain copies of any such materials furnished (or, in the case of photographs, the negative or duplicate positive of each photo) and the Publisher will in no event have any liability with respect to any materials for which the Author fails to do so.

ACCOUNTING AND PAYMENTS

17. (a) Except as otherwise provided herein, the Publisher agrees to send, on its then regular royalty payment schedule for the imprint under which the Work is initially published, semi-annual statements of account following publication. The Publisher will make payment of the amount due, as shown on the statement, at the time the statement is rendered. Notwithstanding any other provision of this Agreement, no earnings will be due or payable to the Author unless and until the Author's earnings under this Agreement exceed the total Author Advance (paid and to be paid in the future) under the terms of this Agreement; once the Author Advance is earned out, the excess of the Author's earnings above the Author Advance will be paid as provided above. In rendering any statements and in making any payments hereunder, the Publisher may deduct and withhold reserves against returns in reasonable amounts. The Publisher may also make any tax or other deductions required by law. If the balance to the credit of the Author at the time any semi-annual statement is prepared is less than fifty dollars (\$50.00), no payment will be made to the Author and the amount due will be carried forward; if in any succeeding accounting periods the total balance to the credit of the Author is less than fifty dollars (\$50.00), the Publisher may discontinue providing statements until such credit balance totals fifty dollars (\$50.00) or more, but the Publisher will send statements and make payments at the written request of the Author.

(b) The Author understands that the Publisher may ask the Author to provide certain documentation concerning the Author's taxpayer status, and that unless the Author promptly provides such documentation the Publisher may be required to withhold a percentage of amounts payable to the Author hereunder in accordance with United States tax laws.

(c) Whenever the Author has received an overpayment of monies for any reason whatsoever under the terms of this Agreement or owes the Publisher any money under this Agreement or otherwise, it is agreed that the Publisher may deduct the amount of such overpayment and/or the amount owed from any sums that may accrue to the Author, whether under this Agreement or under any other agreements the Author may have with the Publisher, or

may bill the Author for such overpayment or amount owed. An unearned portion of the Author Advance, however, will not be considered an overpayment or an amount owed by the Author.

18. The Author will have the right, upon prior written request, to examine at reasonable times the books of account of the Publisher insofar as they relate to the Work and the Publisher's exercise and/or license of the rights granted to the Publisher herein; such examination will be at the sole expense of the Author unless errors of accounting amounting to five percent (5%) or more of the total sums paid to the Author pursuant to this Agreement are found to the Author's disadvantage, in which case, the reasonable cost of such examination will be borne by the Publisher. Statements rendered under this Agreement will be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within one year after the date the statement was rendered.

REMAINDERS

19. The Publisher will make reasonable efforts to inform the Author if it plans to remainder its entire inventory of copies of the Work and to offer to sell to the Author all of the copies of the Work to be remaindered at a price equal to the price the Publisher reasonably anticipates receiving in the remainder sale (but the Publisher's failure to do so will not constitute a breach of this Agreement).

TERMINATION/UNAVAILABLE FOR SALE

20. (a) If the Publisher determines, in its sole discretion, that the Work or any edition thereof has ceased to have a remunerative sale, the Publisher may discontinue publication. If, at any time after five years from its initial publication by the Publisher, the Work is "Unavailable for Sale" (as defined below), the Publisher will, within six months after the Publisher's receipt of a written request from the Author for reversion of rights in the Work, do one of the following to be selected by the Publisher in its sole discretion: (i) arrange for an edition of the Work published by the Publisher or a licensee to be available for sale in the United States; or (ii) upon payment to the Publisher of any sums owed by the Author to the Publisher (which does not include any unearned portion of the Author Advance), terminate this Agreement and revert all rights in the Work to the Author (subject to subparagraph (b) below). For the purposes of this Agreement, the Work will be considered "Unavailable for Sale" if (and only if) there is no edition of the Work or any Derivative Works published or licensed by the Publisher available for sale anywhere in the world. Notwithstanding the foregoing, if the Work consists of more than one Book, this subparagraph 20 (a) will apply separately to each Book; any termination pursuant to this subparagraph 20(a) will apply only to the Book(s) that are Unavailable for Sale and are terminated through the procedure provided for above; and this Agreement will continue in full force and effect with respect to any other Book(s) comprising the Work.

(b) Termination of this Agreement for any reason, whether or not pursuant to subparagraph 20(a), is subject to the continuation of any options, grants or licenses or other third party uses and rights arising from the Publisher's pre-termination exercise of the rights granted herein, and to the continuing receipt and retention by the Publisher of its share of the proceeds from such options, grants or licenses or other third party rights. The Publisher will also retain the right to thereafter dispose of remaining copies and any copies returned, as well as the right to itself continue to use the Work and/or Derivative Works in electronic media for six months after

the effective date of any termination (subject to payment of any applicable royalties to the Author), and to permit previous purchasers of copies of the Work and/or Derivative Works in electronic media to download replacement copies. The provisions of paragraph 22 will survive the termination of this Agreement pursuant to subparagraph 20(a). The provisions of paragraphs 16, 17, 21, 23, 25 through 27, and 29 through 33 will survive any termination of this Agreement, whether pursuant to subparagraph 20(a) or otherwise. The provisions of paragraph 6 that specify the parties' respective ownership of copyrights in the Work and in any Derivative Works and the parties' respective ownership of any other intellectual property rights (including without limitation trademark rights) will survive the termination of this Agreement for any reason.

AUTHOR'S WARRANTY AND INDEMNITY

21. (a) The Author hereby warrants and represents:

(i) that the Author is the sole author of the Work and the sole owner of the rights herein granted and that the Author has not assigned, pledged or encumbered such rights or entered into any agreement that would derogate or conflict with the rights granted to Publisher herein or that is inconsistent with the Author's covenants herein and will not do any of the above;

(ii) that the Author has the full right, power and authority to enter into this Agreement and to grant the rights herein granted;

(iii) that except for materials of others, permission for usage of which has or will be obtained by the Author, the Work is original, previously unpublished and neither the Work nor any material portion thereof is in the public domain;

(iv) that the Work does not contain any material that violates any right of privacy, that is libelous or that violates any personal or other right of any kind of any person or entity;

(v) that the Work contains no material that would violate any contract of the Author, express or implied, or that would disclose any information given to the Author on the understanding that it would not be published or disclosed, and that the Author has not given any third party any right of approval over any of the contents of the Work or over the publication of the Work or the exploitation of any of the rights granted herein to the Publisher;

(vi) that no material in the Work plagiarizes or pirates any other work or infringes any copyright, trademark or other proprietary right;

(vii) that no recipe, formula or instruction contained in the Work is injurious to the user or others; and

(viii) that the Work does not contain any statements about the Author or his or her background or life story that are materially inaccurate and neither the Author nor any

representative of the Author has materially misrepresented the Work or the Author's background, life story or credentials to the Publisher.

The warranties and representations contained in this Agreement also apply with equal force and effect to any additional material prepared or delivered by the Author for inclusion in a subsequent edition of the Work or in any Derivative Works and to any statements and materials provided by the Author to the Publisher for usage in promoting the Work or Derivative Works or made, created, utilized and/or disseminated by the Author in the Author's own promotion of the Work or Derivative Works, including, without limitation, statements made in appearances (whether arranged by the Publisher, the Author or another person or entity), and statements and materials appearing on a website (including without limitation in blogs or online chats). The warranties and representations contained in this Agreement extend to licensees and successors and assigns of the Publisher.

(b) (i) The Author will indemnify and hold the Publisher and its affiliates, licensees, successors and assigns, and its and their distributors, customers, officers, directors, members, employees and agents, (collectively, the "indemnitees") harmless against any expense (including, but not limited to, reasonable attorneys' fees and disbursements) or judgment, settlement or other liability (collectively, "expenses") arising out of any claim or legal proceeding asserting claims inconsistent with or contrary to any warranty or representation made by the Author in this Agreement (a "lawsuit"), except as otherwise provided in subpart (iv) below and except that the Publisher will look first to the insurance policy described in subpart (ii) below for fulfillment of the Author's indemnity obligations under this subpart (i) with respect to any lawsuit covered by that policy.

(ii) The Publisher will, at its sole cost and expense, cover the Author with respect to lawsuits arising from publication of the Work and/or any Derivative Works under any publishers' liability insurance policy carried by the Publisher (i.e., a policy covering such risks as defamation, invasion of privacy and copyright and trademark infringement) that covers the lawsuit (the "Policy"). Coverage will extend only to such publication of the Work or Derivative Works and will be subject to the terms and conditions of the Policy and to the Policy's deductible and coverage limits (which may be reduced or exhausted by claims relating to other works).

(iii) The Publisher will have the right to select counsel to represent any or all of the defendants in any lawsuit and to control the defense. The Author agrees to cooperate fully with the counsel selected by the Publisher in the defense of the lawsuit. Failure to cooperate will be a material breach of this Agreement and may result in loss of insurance coverage.

(iv) In the event of a lawsuit covered by the Policy, the Author's indemnification obligation under this paragraph 21 with respect to the lawsuit will be limited to one-half of the expenses incurred by the indemnitees up to the amount of the applicable deductible under the Policy, provided, however, that this limitation will not apply to expenses incurred in connection with causes of action that are not asserted

against any of the indemnitees (or to expenses incurred with respect to any causes of action after such causes of action have been dismissed as against all of the indemnitees) or are not covered by the Policy and provided, further, that if in such a lawsuit the Author is found by the Court to have committed a copyright infringement, the Author will be responsible for the entire deductible.

(c) Upon receiving notice of any claim, demand, action or suit or other legal proceeding alleging facts inconsistent with or contrary to any of the warranties or representations contained in paragraph 21(a), the Publisher will have the right to withhold any sums payable to the Author in reasonable amounts as security for the payment of the Author's potential obligations pursuant to the indemnity contained in paragraph 21(b). It is intended that the right granted by this subparagraph (c) will not be unreasonably or frivolously exercised by the Publisher.

OPTION

22. (a) The Author will offer to the Publisher the Author's next work of fiction before submitting the same to, or soliciting or entertaining any offers from, any other publisher. The Publisher will have a period of thirty (30) days after the later of: (i) the Publisher's receipt of a complete manuscript; or (ii) the Publisher's initial publication of the Work in which to make an offer for the Author's next work. If the Publisher makes an offer, the Author will negotiate exclusively with the Publisher for a period of thirty (30) days following the Publisher's offer (the "Exclusive Negotiation Period"). If the Work consists of more than one Book, then the reference to the initial publication of the Work in the second sentence will refer instead to the initial publication of the last Book to be published under this Agreement. If the Publisher declines to make an offer for the next work by the above deadline or if the Exclusive Negotiation Period ends without agreement, then (but not before then) the Author may submit the next work to one or more other publishers or solicit or entertain offers from other publishers, provided, however, that (i) the Author will not enter into a contract for publication of the next work upon financial terms less favorable to the Author than those offered by the Publisher; (ii) the Author will provide the Publisher with the details of the material financial terms offered by another publisher prior to entering into any agreement with such publisher, and the Publisher will have the right to acquire rights in the next work by matching all the material financial terms offered by such other publisher by written notice to the Author given no later than ten (10) days after the Publisher's receipt of such details.

(b) If the rights granted to the Publisher in this Agreement do not include a grant of Graphic Book Rights, the Author will offer those rights to the Publisher before soliciting or entertaining offers from any other publisher. The Publisher will have thirty (30) days after receipt of notice from the Author that s/he intends to license the Graphic Book Rights in which to make an offer for such rights. If the Publisher makes an offer, the Author will negotiate exclusively with the Publisher for a period of thirty (30) days following the Publisher's offer (the "Exclusive Graphic Book Rights Negotiation Period"). If the Publisher declines to make an offer for such rights by the above deadline or if the Exclusive Graphic Book Rights Negotiation Period ends without agreement, then (but not before then) the Author may solicit or entertain offers for such rights from other publishers, provided, however, that (i) the Author will not enter into a contract for such rights upon financial terms less favorable to the Author than those offered by

the Publisher; (ii) the Author will provide the Publisher with the details of the material financial terms offered by another publisher prior to entering into any agreement with such publisher for such rights, and the Publisher will have the right to acquire such rights by matching all the material financial terms offered by such other publisher by written notice to the Author given no later than ten (10) days after the Publisher's receipt of such details.

(c) ~~If the rights granted to the Publisher in this Agreement do not include a grant of Sound Reproduction Rights, the Author will offer those rights to the Publisher before soliciting or entertaining offers from any other publisher. The Publisher will have thirty (30) days after receipt of notice from the Author that s/he intends to license the Sound Reproduction Rights in which to make an offer for such rights. If the Publisher makes an offer, the Author will negotiate exclusively with the Publisher for a period of thirty (30) days following the Publisher's offer (the "Exclusive Sound Reproduction Rights Negotiation Period"). If the Publisher declines to make an offer for such rights by the above deadline or if the Exclusive Sound Reproduction Rights Negotiation Period ends without agreement, then (but not before then) the Author may solicit or entertain offers for such rights from other publishers, provided, however, that (i) the Author will not enter into a contract for such rights upon financial terms less favorable to the Author than those offered by the Publisher; (ii) the Author will provide the Publisher with the details of the material financial terms offered by another publisher prior to entering into any agreement with such publisher for such rights, and the Publisher will have the right to acquire such rights by matching all the material financial terms offered by such other publisher by written notice to the Author given no later than ten (10) days after the Publisher's receipt of such details.~~

(d) If the rights granted to the Publisher in this Agreement do not include a grant of Multimedia Rights, the Author will offer those rights to the Publisher before soliciting or entertaining offers from any other publisher. The Publisher will have thirty (30) days after receipt of notice from the Author that s/he intends to license the Multimedia Rights in which to make an offer for such rights. If the Publisher makes an offer, the Author will negotiate exclusively with the Publisher for a period of thirty (30) days following the Publisher's offer (the "Exclusive Multimedia Rights Negotiation Period"). If the Publisher declines to make an offer for such rights by the above deadline or if the Exclusive Multimedia Rights Negotiation Period ends without agreement, then (but not before then) the Author may solicit or entertain offers for such rights from other publishers, provided, however, that (i) the Author will not enter into a contract for such rights upon financial terms less favorable to the Author than those offered by the Publisher; (ii) the Author will provide the Publisher with the details of the material financial terms offered by another publisher prior to entering into any agreement with such publisher for such rights, and the Publisher will have the right to acquire such rights by matching all the material financial terms offered by such other publisher by written notice to the Author given no later than ten (10) days after the Publisher's receipt of such details.

AGENCY

23. ~~The Author hereby authorizes the Author's agent, <-> (the "Agent") to collect and receive all sums of money payable to the Author pursuant to any of the provisions of this Agreement. The Agent is fully authorized and empowered to act on behalf of the Author in all matters in any way arising out of this Agreement. The Publisher may pay all sums hereunder to the Agent and may rely on the Agent in all matters arising out of this Agreement, including, without limitation,~~

~~amendment of this Agreement or settlement of any controversies arising out of this Agreement, until the Publisher has received written notice from the Author of the termination of such agency. Upon the receipt of such notice, the Publisher may pay all further sums payable pursuant to this Agreement directly to the Author or to such other persons as the Author will direct in writing.~~

INSERT OF ADVERTISEMENTS

24. Advertisements other than for other books may not be printed in any edition of the Work, whether issued by the Publisher or its licensee, without the Author's written consent. The Author may require that a share of the advertising proceeds, if any, be paid to the Author as a condition for the Author's consent, if the Author so elects. Nothing herein will preclude the Publisher from authorizing a book club to include notices of availability of other products from the book club within the book club's edition of the Work.

ASSIGNMENT

25. This Agreement will be binding upon and inure to the benefit of the successor and assigns of the Publisher. This Agreement will be binding upon the successors, heirs and estate of the Author. The Publisher may assign this Agreement and the rights granted to it hereunder. The Author may assign any net sums due to the Author hereunder, but may not otherwise assign any of the Author's rights under this Agreement or delegate any of the Author's duties or obligations under this Agreement.

FURTHER DOCUMENTS

26. The Author agrees to execute and deliver to the Publisher any and all documents in proper or customary form necessary or helpful to the exercise, sale, license or other disposition of any or all rights granted to the Publisher herein, or for more fully carrying out the purposes and intent of this Agreement. The Author hereby irrevocably appoints the Publisher as the Author's attorney-in-fact to execute any such documents.

FORCE MAJEURE

27. The Publisher will not be liable for delays in its performance caused by wars, civil riots, terrorism, strikes, fires, acts of nature, governmental restrictions, unavailability of materials, supplies or press time or other circumstances beyond its reasonable control.

PUBLISHER'S DEFAULT

28. If the Publisher commits a material breach of this Agreement (including, without limitation, a material default in its obligation to pay royalties) and neglects or refuses (other than by reason of Force Majeure) for a period of 30 days after receiving written notice specifying such default sent by the Author by certified or registered mail, return receipt requested, to cure such default (or, if such default is of a nature that it cannot reasonably be completely cured during such 30 days, neglects or refuses, other than by reason of Force Majeure, to commence to cure such default before the end of such 30 days or thereafter to diligently continue to cure such default), the Author may terminate this Agreement by promptly sending a written notice of termination to the Publisher by certified or registered mail, return receipt requested. However, the Author will have no right to terminate this Agreement in the event of a bona fide dispute over whether or not the Publisher has committed a material breach of this Agreement, unless and until the Publisher neglects or refuses to cure such default for a period of 30 days after a court of

competent jurisdiction finally determines that the Publisher has in fact committed such a material breach.

REMEDIES

29. All remedies granted to the Publisher pursuant to any provisions of this Agreement are cumulative and neither the availability nor exercise of any such remedy will prevent the Publisher from exercising any other remedy which it would otherwise have under this Agreement or by law. In no event will the Publisher be liable to the Author for any consequential or incidental (as opposed to direct) damages or for any exemplary or punitive damages. No person or entity is intended to be a third-party beneficiary of any of the Publisher's obligations hereunder. If the Author is more than one person, all payments due to the Author will be split equally among the persons comprising the Author (provided that each such person may assign all or part of any sums due to such person hereunder), and the liabilities and obligations of the persons comprising the Author will be joint and several.

NOTICES

30. All notices, bills, requests, demands or other written communications required or permitted to be given by any of the provisions of this Agreement will be sufficient if sent by regular first class mail (unless the provision permitting or requiring such notice, bill, request, demand or other communication calls for another type of mail, in which case such other type of mail will be required) and will be deemed given when mailed (unless the provision permitting or requiring such notice, bill, demand or other communication will otherwise provide). All such notices, bills, requests, demands or other communications will be addressed to the Author at the address set forth at the beginning of this Agreement and to the Publisher at the then current address for the Publisher's main offices (or to such other address for a party as that party will have designated by thirty (30) days' prior written notice to the other party).

ENTIRE AGREEMENT

31. This Agreement constitutes the entire agreement between the Publisher and the Author. This Agreement may not be amended or modified, and no rights or obligations of any party to this Agreement may be modified, extended or waived, except in a writing signed by the party (or its duly authorized agent) against whom such amendment, modification, extension or waiver is to be enforced. Without limiting the generality of the foregoing, whenever the Publisher or the Author is given a right to terminate this Agreement pursuant to any of the provisions of this Agreement, no negotiations between the Publisher and the Author nor any other act of the Publisher or Author (other than an express waiver in writing signed by the Publisher or the Author) at any time will be deemed a waiver of the right of termination nor of the effectiveness of any notice of termination. This Agreement does not create, and will not be construed as creating, a partnership or joint venture or employment relationship between the Author and the Publisher. This Agreement is not binding on the Publisher, and the Publisher is not obligated with respect to the Work, unless and until this Agreement is executed by the Chairman, President, Chief Operating Officer, a Vice-President or General Counsel of the Publisher.

APPLICABLE LAW

32. This Agreement, and the rights and remedies of the parties with respect to it, will be governed by the internal laws of the State of New York. Each party hereby submits to the sole

and exclusive in personam jurisdiction of the courts of the State of New York located in New York County, or, if subject matter jurisdictional prerequisites exist at the time, to the sole and exclusive in personam jurisdiction of the federal courts located in New York, with venue to be in the Southern District of New York, for the resolution of all disputes between them arising out of or related to this Agreement (including, but not limited to, any alleged breach thereof). Each party agrees not to contest venue in New York County or the Southern District of New York, as the case may be, not to seek transfer of any action or proceeding to any other county or district and not to bring any action or proceeding relating to any such dispute in any other court or forum (except to enforce a judgment obtained in one of such courts). The parties each hereby waive trial by jury in any action or proceeding between them arising out of or related to this Agreement or any alleged breach thereof.

CAPTIONS

33. The captions of the various paragraphs and subparagraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and will not be deemed, in any manner, to modify, explain, enlarge or restrict any of the provisions of this Agreement.

MISCELLANEOUS

34. **Additional Definitions.** For the purposes of this Agreement, the following terms will have the following meanings:

(a) "Graphic Book Rights," means the rights: (i) to create (or have created) Graphic Books in the English language based on the Work and to publish those Graphic Books in book form; (ii) to publish and to use those Graphic Books (as well as text, art or other excerpts from those Graphic Books) in electronic media and in any other form or media, and to exercise and exploit in connection with those Graphic Books the same additional and subsidiary rights that are granted to the Publisher by this Agreement in the Work; and (iii) to use the title of the Work in connection with, and in the advertising, promotion and publicity for, those Graphic Books. A "Graphic Book" as used anywhere in this Agreement means a work derived from the Work consisting of sequential art with captions, boxes and/or bubbles of text (which text may be original, adapted from the Work and/or taken verbatim from the Work, and will include any Alt-text). Graphic Book Rights include, without limitation, the right to incorporate plot elements, characters, fanciful places, situations, facts, ideas and events taken or derived from the Work into a Graphic Book, provided however that any text that is included in a Graphic Book that is taken from the Work will only be included with the prior written permission of the Publisher.

(b) "Multimedia Rights," means the rights to create, to publish and to use in electronic media, works in any language based on the Work (including the rights to create, and to incorporate into those works, ~~text~~, dialogue, sounds, music, artwork, video, animation, moving images, interactive elements, and other matter whether or not ~~taken or~~ derived from the Work or from the plot elements, characters, fanciful places, situations, facts, ideas and events portrayed in the Work).

In witness whereof, the parties hereto have duly executed this Agreement.

THIS AGREEMENT, made this [redacted] day of [redacted] 1961
and between THE NEW AMERICAN LIBRARY OF WORLD LITERATURE, INC., a
New York corporation having its office at 501 Madison Avenue,
New York 22, New York, hereinafter termed "NAL" and
[redacted]

hereinafter (~~jointly~~) termed the "Proprietor".

W I T N E S S E T H

WHEREAS, the Proprietor has delivered to NAL the
manuscript of a novel tentatively entitled [redacted]

hereinafter termed the "Work", and

WHEREAS, NAL agrees to publish or to arrange for
publication of the Work on the terms and conditions specified
hereinafter,

NOW, THEREFORE, in consideration of the mutual promises
and covenants herein set forth, the parties covenant and agree with
each other as follows:

PROPRIETOR'S UNDERTAKINGS

1. WARRANTY AND INDEMNIFICATION

(a) The Proprietor warrants, with respect to the Work
and every part thereof, that he is the legal proprietor of all
rights herein granted and has the full power to enter into this
agreement, that the Work is original, free of any lien, claim or
debt of any kind, and not in violation of any statutory or common
law copyright or any other right of third parties, and that it
contains nothing libelous or illegal.

(b) The Proprietor shall indemnify NAL against any
loss, expense or damage, including reasonable fees of NAL's
attorneys, occasioned by any claim, demand, suit or recovery
arising out of the breach or alleged breach of any of the fore-
going warranties, but shall not be liable for any matter inserted
in the Work by NAL or its licensees.

2. GRANT OF RIGHTS

(a) The Proprietor grants to NAL and its licensees, for
the full term of the copyright available in each country included
within the territory covered by this agreement, including renewals
and extensions,

(i) the right to publish and sell the Work in
volume form in all languages, together with

(ii) the following subsidiary publication rights:
publication or sale by book clubs; condensations; publication in
magazines or newspapers (whether in one or more installments);
publication of the complete Work or selections therefrom in
anthologies, compilations and digests; quotation in other works;
publication in volume form of dramatic versions or motion picture
scripts based on the Work; mechanical recordings; picturized book
versions; and microprint and microfilm versions.

~~(iii) the following performance rights: motion picture
adaptation, television, radio, dramatic and recording.~~

(b) Such grant shall be exclusive throughout the world.

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(c) All rights not specifically granted herein are reserved to the Proprietor. During the terms of this agreement, however, the Proprietor will not exercise or dispose of any of such reserved rights in such a way as to affect adversely the value of any of the rights granted to NAL hereunder.

3. TITLE, LENGTH, DESCRIPTION

(a) The title of the Work shall be determined by mutual agreement between the Proprietor and NAL.

~~(b) The length of the Work shall be not less than words nor more than words.~~

~~(c) The organization and content of the Work shall conform in general to the outline attached hereto.~~

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~~4. MANUSCRIPT DELIVERY~~

(a) The Proprietor agrees to deliver to NAL two complete copies of the manuscript of the Work, satisfactory in form and content to NAL and ready for the printer, together with written authorizations by all third party proprietors of copyrighted text and illustrative material contained in the Work, together with the proper forms of copyright notice for such material, and with all necessary illustrations suitable for reproduction, or authorization for NAL to acquire such illustrations, at the Proprietor's own expense, on or before

(b) If the Proprietor fails to make complete delivery as above specified, NAL may give written notice requiring such delivery within sixty (60) days from the date of such notice. If the Proprietor thereafter fails to make delivery as required, then NAL may elect in writing to terminate this agreement; upon receipt of notice of such termination the Proprietor shall, without prejudice to any other claims of NAL, repay to NAL all monies advanced to the Proprietor. Upon such termination and repayment, all rights hereby granted to NAL shall revert to the Proprietor.

~~(c) If the Proprietor fails to deliver the required number of manuscript copies, or if the physical condition of the copies delivered is unsatisfactory for NAL's and the printer's use, NAL shall have the right, after giving the Proprietor a reasonable opportunity to rectify the deficiency, to have all or a portion of the manuscript retyped or duplicated and to charge the cost thereof to the Proprietor's royalty account.~~

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5. PROPRIETOR'S ALTERATIONS

NAL agrees that printer's proofs shall be submitted to the Proprietor, and such proofs shall be corrected and returned by the Proprietor within fourteen (14) days after receipt thereof. Any sums due the Proprietor under this agreement shall be charged with the cost of Proprietor's (or Author's) changes (other than corrections of errors made by the printer or by NAL or its licensees) in excess of ten percent (10%) of the original cost of composition. An itemized statement of such charges shall be forwarded to the Proprietor within sixty (60) days after the date of publication, and the corrected proofs shall be made available for the Proprietor's inspection at NAL's office upon request.

6. AUTHOR'S NEXT BOOK

The Proprietor agrees to offer to NAL in good faith such of the same exclusive rights contained herein as he controls in the next book-length work by the author of this Work before offering such rights to any other publisher directly or indirectly.

PUBLISHER'S UNDERTAKINGS

7. AGREEMENT TO PUBLISH

(a) NAL shall publish the Work in the United States in the English language at its own expense (or arrange for publication by its licensee), in such form and manner as NAL deems best suited to advance its sale, within twelve (12) months after the delivery of the final manuscript as provided in paragraph 4, except that in case of delay caused by strikes, fires, shortages of labor or material, mechanical difficulties, governmental restrictions, the breakdown of market distribution facilities or any other circumstances beyond its control, whether similar or dissimilar to those enumerated, NAL may defer the publication date to the extent reasonable and necessary. If the Work is not published in the United States within the time hereinbefore specified, due allowance being made for circumstances beyond the control of NAL as set forth above, the Proprietor may terminate this agreement by written notice, which shall become effective six (6) months after receipt thereof by NAL, unless the Work is published before the expiration of that period. Upon such termination all rights granted hereunder shall revert to the Proprietor.

(b) If first publication hereunder shall be in a hardcover edition, then NAL shall publish a softcover edition not later than two years after hardcover publication.

(c) In exercising rights granted hereunder or in permitting third parties to exercise portions of such rights, NAL shall use its best efforts to advance the overall sale of the Work. To that end, NAL shall publish or license English language hardcover editions in territories other than the United States, and foreign language editions, and shall grant subsidiary rights, whenever in its judgment such publication, license or grant will serve to advance such overall sale; NAL shall also use its best efforts to collect all sums which may be or become due under all licenses granted hereunder, and to procure due and timely performance of all obligations contained in licenses and agreements entered into pursuant hereto.

8. AGREEMENT TO COPYRIGHT

NAL shall make (or cause its licensees to make) application in the name of the Proprietor, or such other appropriate name as the Proprietor may authorize, for copyright in the United States in compliance with the Universal Copyright Convention, and in such other countries covered by this agreement as NAL may elect. NAL and its licensees shall have the right but not the obligation to obtain renewals of such copyrights when permitted by law. NAL and its licensees shall affix to each published copy of the Work the appropriate form of United States copyright notice prescribed by law.

9. ROYALTY ADVANCE

(a) NAL shall pay to the Proprietor, as a guaranteed advance against all royalties and other payments to be earned under paragraph 10, the sum of [redacted] dollars (\$ [redacted]); payable as follows:

INITIAL



[redacted] on the signing of this agreement, and [redacted] on publication of the first edition of the Book

(b) See verso -3-

10. ROYALTIES AND OTHER PAYMENTS

NAL shall credit the Proprietor with the following royalties:

(a) FOR ENGLISH LANGUAGE SOFTCOVER EDITIONS:

(i) On net copies sold by NAL in the United States and territories under its administration, except as provided in subparagraph (ii), a royalty of four percent (4%) of the United States retail list price per copy on the first one hundred and fifty thousand (150,000) copies and a royalty of six percent (6%) of the United States retail list price per copy thereafter.

(ii) On net copies sold by NAL outside the United States and territories under its administration, or within the United States for export, or by special direct mail campaign, or at a price lower than the regular wholesale price through special arrangements with book clubs, charitable, fraternal or professional associations or similar organizations, a royalty of four percent (4%) of the United States retail list price per copy.

(iii) On copies destroyed, given away, or sold at or below cost, no royalties shall be paid. On overstocks or damaged copies, NAL may at its option dispose of all or a part of the stock at the best prices it can secure and will pay a royalty of ten percent (10%) of the net amount received in excess of manufacturing cost.

(iv) On editions licensed by NAL to other publishers for publication outside the United States and Canada, seventy-five percent (75%) of the net payments received by NAL.

(b) FOR ENGLISH LANGUAGE HARDCOVER EDITIONS AND FOREIGN LANGUAGE EDITIONS:

(i) On editions licensed by NAL ninety percent (90%) of net payments received by NAL with respect to English language publication and seventy-five percent (75%) of net payments received by NAL with respect to foreign language publication.

(ii) In the event that NAL licenses the Work to another United States publisher for English language hardcover publication, the Proprietor hereby authorizes NAL to assign and to pay directly to such publisher on the Proprietor's behalf a share of the Proprietor's royalty earnings on the NAL paperbound edition and a share of the Proprietor's advance hereunder, such shares to be determined by NAL but not to exceed one-half of the amounts specified in paragraphs 9(a), 10(a)(i) and 10(a)(ii). The Proprietor hereby consents that NAL shall charge against the Proprietor's royalty account any sums becoming due to such hardcover publisher hereunder; provided, however, that in no event shall the guaranteed advance payments to the Proprietor against all earnings under this agreement be less than the amount specified in paragraph 9(a).

(iii) On editions published by NAL, royalty terms to be mutually agreed upon at the time of such publication.

(c) FOR SUBSIDIARY RIGHTS

(i) On all subsidiary publication rights granted in paragraph 2(a)(ii), the Proprietor shall receive fifty percent (50%) of the net payments received by NAL; except in the event of the assignment of such rights by NAL as part of a license granted under paragraph 10(b)(i), with respect to which rights the Proprietor's share of all net payments received by NAL shall be as provided in paragraph 10(b)(i).

~~(ii) On all performance rights granted in paragraphs 2(a)(iii), the Proprietor shall receive of the net payments received by NAL.~~

(d) NAL shall render to the Proprietor on or before March 31st and September 30th of each year statements of net sales up to the preceding December 31st and June 30th respectively, and shall make simultaneous settlement in cash. In making accountings, NAL shall have the right to allow for a reasonable reserve against returns. If royalties in excess of the guaranteed advance payment have been paid on copies which are thereafter returned, NAL shall have the right to deduct the royalties on such returned copies from future payments under this agreement.

~~11. PROPRIETOR'S AGENT~~

NAL shall pay all sums due the Proprietor under this agreement to the Proprietor's agent,

~~who is authorized to collect and receive such sums, and such payment shall be a full and valid discharge to NAL. The agent is authorized to act in the Proprietor's behalf on all matters arising out of this agreement.~~

12. PROPRIETOR'S COPIES

NAL shall deliver to the Proprietor without charge ten (10) copies of NAL's edition of the Work, and shall permit the Proprietor to purchase additional copies at a discount of forty percent (40%) from the retail price, provided that such copies are not resold.

13. EXHAUSTION OF EDITION

(a) If the Work goes out of print in all United States editions and if NAL fails either to reprint or alternatively to cause a licensee to reprint a United States edition within six (6) months after receipt of a written demand from the Proprietor, the Proprietor may terminate this agreement by written notice. Except as hereinafter provided, such notice shall become effective thirty (30) days after receipt thereof by NAL. Upon such termination all rights granted hereunder, except the right to dispose of existing stock, shall revert to the Proprietor. NAL shall be under no further obligation or liability to the Proprietor except that Proprietor's share of earnings hereunder shall be paid when and as due. If NAL (or its licensee) shall have been prevented from reprinting by strikes, fires, shortages of labor or material, mechanical difficulties, governmental restrictions, the breakdown of market distribution facilities or any other circumstances beyond its control whether similar or dissimilar to those enumerated, notice of termination shall be effective only after NAL shall have continued its failure to reprint for a period of three (3) months after the termination of the situation which prevented compliance with the Proprietor's demand.

(b) The Work shall not be deemed "out of print" within the meaning of this paragraph as long as it is available for sale either from stock in the Publisher's warehouse, in the field, or in regular sales channels.

JOINT UNDERTAKINGS OF PROPRIETOR AND PUBLISHER

14. INFRINGEMENT ACTIONS

If during the existence of this agreement the copyright shall be infringed, NAL may, at its own cost and expense, take such legal action, in the name of the Proprietor or of the author of the Work if necessary, as may be required to restrain such infringement or to seek damages therefor. NAL shall not be liable to the Proprietor for NAL's failure to take such legal steps. If NAL does not take such action within a reasonable time,

the Proprietor may do so, in his name and at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall be divided equally between the Proprietor and NAL.

15. RIGHTS SURVIVING TERMINATION

In the event of the termination of this agreement as elsewhere herein provided, any rights reverting to the Proprietor shall be subject to all licenses and other grants of rights theretofore made by NAL to third parties, and to the rights of NAL to the proceeds of such agreements.

16. DELIVERY OF DOCUMENTS

The parties shall take any and all steps and execute and deliver any and all documents necessary to effectuate the terms and the intent of this agreement.

17. CONSTRUCTION

This agreement shall in all respects be interpreted, construed and governed by the laws of the State of New York.

18. ARBITRATION

Any controversy or claim arising out of, or relating to this agreement or the breach thereof, shall be settled by arbitration held in the city of New York, in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

19. PARTIES AFFECTED

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and/or assigns. NAL shall not assign this agreement in its entirety without the written consent of the Proprietor, except that no consent shall be required if such assignment is made in connection with the transfer of all or a substantial part of the business of NAL.

IN WITNESS WHEREOF the parties hereto have executed and duly attested this agreement as of the day and year first above written.

WITNESS to the signature of

[Redacted signature]

THE NEW AMERICAN LIBRARY
OF WORLD LITERATURE, INC.

[Redacted signature]

Victor Weybright
Chairman and Editor

WITNESS to the signature of

[Redacted signature]

PROPRIETOR

[Redacted signature]

EXHIBIT 11

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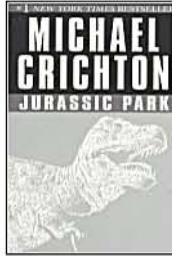
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Michael Crichton

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1793 Reviews

Ballantine Books, Jun 23, 1997 - 400 pages

A breakthrough in genetic engineering leads to the development of a technique for recovering and cloning dinosaur DNA, a method that brings about the creation of Jurassic Park, a tourist attraction populated by creatures extinct for eons



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From inside the book

26 pages matching DNA in this book

Page 67

up: they had invested in a field, but they didn't know what was possible.

In fact, there had been discussion of cloning dinosaurs in the technical literature as far back as 1982. With each passing year, the manipulation of DNA had grown easier. Genetic material had already been extracted from Egyptian mummies, and from the hide

Page 99

Using the Loy antibody extraction technique, we can sometimes get DNA directly from dinosaur bones."

"What kind of a yield?" Grant asked.

"Well, most soluble protein is leached out during fossilization, but twenty percent of the proteins are still recoverable by grinding up the bones and using Loy's procedure. Dr. Loy himself has used it to

Page 101

"Here you see the actual structure of a small fragment of dinosaur DNA," Wu said. "Notice the sequence is made up of four basic compounds—adenine, thymine, guanine, and cytosine. This amount of DNA probably contains instructions to make a single protein—say, a hormone or an enzyme. The full DNA molecule contains three bil-

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What people are saying - Write a review

Review: Jurassic Park (Jurassic Park #1)

User Review ★★☆☆☆ - Kaph - Goodreads

You know how people (horrible, pretentious people) always say the book is way better when you dare utter a positive opinion about a movie? If this happens to you with Jurassic Park, just regard them ... [Read full review](#)

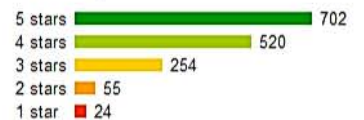
Review: Jurassic Park (Jurassic Park #1)

User Review ★★★★★ - Sebastian Vega - Goodreads

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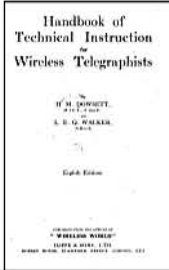
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0

Harry Melville Dowsett, Louis Edward Quintrell Walker, John Clayborough Hawkhead

★★★★★

0 Reviews

"Wireless world," Iliffe & Sons, Ltd., 1945 - Technology & Engineering - 668 pages



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Page 1

Handbook of Technical Instruction for Wireless Telegraphists

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CHAPTER II	9		
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William Webster Barron, Alexander Holtzoff
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West Pub. Co., 1960 - Law



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From inside the book

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Page iii

PUBLISHERS' FOREWORD

Page v

With the publication of volumes 2, 2A, and 2B, the revision of that portion of BARRON and HOLTZOFF Federal Practice and Procedure dealing with civil litigation is complete. The principles by which I have been guided throughout this revision are stated in the Preface to volumes 3 and 3A, the first of the revised vol-

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is the enforcement in federal courts of rights arising under state law. Well considered federal decisions have held that the division of function between court and jury in a federal court is to be made by federal, not state law." *Ettelson v. Metro-*

RECOGNITION OF JURISDICTION AND PROCEDURE, 10 St. John's L.Rev. 1.

Note, State Trial Procedure and the Federal Courts: Evidence, Jury, and Directed Verdicts under the Erie Doctrine, 1053, 66 Harv.L.Rev. 1510, 1528-1529

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Samuel M. Selby, Chemical Rubber Company, Cleveland

★★★★★

0 Reviews

CRC Press, Jul 1, 1975 - 756 pages



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21...	0528	0529	0530	0531	0532	0533	0534	0535	0536	0537	0538	0539	0540	0541	0542	0543
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23...	0560	0561	0562	0563	0564	0565	0566	0567	0568	0569	0570	0571	0572	0573	0574	0575
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3.08	.9986	.0014	.0047	-.0140	.0371	-.0825	.1345
3.09	.9986	.0014	.0046	-.0137	.0363	-.0811	.1337
3.00	.9987	.0013	.0044	-.0133	.0355	-.0798	.1330

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x	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	7.0
0	.0022	.0020	.0018	.0017	.0015	.0014	.0012	.0011	.0010	.0009
1	.0137	.0126	.0116	.0106	.0098	.0090	.0082	.0076	.0070	.0064

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EXHIBIT 14

Catalog of Copyright Entries: *Third Series*

Volume 20, Part 1, Number 1, Section 1

Books and Pamphlets

Including Serials and

Contributions to Periodicals

Current and Renewal Registrations

January–June

1966



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WASHINGTON : 1968

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Introduction

PART 1 lists works registered in class A and contributions to periodicals registered in class B under the symbol BB. Works for which the copyright has been renewed are listed separately in the Renewal Registrations section.

The works listed include not only the current output of the publishing industry of the United States and many works in English and in foreign languages published abroad, but also the products of many specialized publishing enterprises. Thus, in addition to novels, biographies, poems, books on history, religion, etc., and other works of general interest, there are included business reports and yearbooks, trade catalogs and directories, manuals, instruction books, industrial and legal services, research studies in many fields, and, in some instances, printed matter attached to or accompanying games, filmstrips, and other articles.

Each work is described in a main entry which includes information pertinent to the copyright claim. Arrangement of entries is alphabetical under the name of the author (i.e., the person or organization principally responsible for the content of the work) or, in the case of some serials and certain other works, under the title. References lead to the main entries from the names of contributing authors (e.g., joint authors, editors) and claimants.

Each name listed appears in the fullest form and in the spelling found in the work and accompanying application. A name recorded in connection

with more than one work and application may therefore appear in varying forms and degrees of fullness.

The Title Index covers both currently registered works and renewal registrations. Titles of telephone directories are omitted as are titles of works entered under title in the first two sections. Renewal registrations are identified by the symbol (R).

For works currently registered, each main entry includes, in addition to the name or title under which it is filed, the following items of information if available and applicable:

- 1) Title.
- 2) Names of joint authors, editors, translators, etc., generally if no more than three.
- 3) Edition statement.
- 4) Place of publication for all foreign works; and for domestic works if given in an imprint on the work, unless the work is entered under the publisher as author.
- 5) Name of the first-named publisher given in an imprint on the work; when the publisher is also the author the name is omitted.
- 6) Physical description, consisting of the number of pages or other terms descriptive of the work; unpagged works, and those with complicated or irregular paging are described as 1 v.; for works issued in more than one volume, the number of volumes is

given. No description is given for directories and serials.

- 7) Series statement.
- 8) Statement that the work was first issued in a newspaper or magazine or that it was published with or as part of another work.
- 9) Names of authors given in the application which do not appear elsewhere in the entry.
- 10) Name of the employer in the case of a work made for hire, if so named in the application.
- 11) Information contained in the application which relates to the registration of an earlier version of the work.
- 12) Brief statement of the new matter on which copyright is claimed, preceded by the abbreviation NM, if this information is given in the application and is not indicated elsewhere in the entry.
- 13) Copyright symbol ©
- 14) A statement of limitation of claim to a certain portion of the work if the application or the work explicitly limits the claim.
- 15) Name of the copyright claimant.
- 16) Date of publication as given in the application.
- 17) Registration number.

Whenever it is necessary to indicate a variation between the information given in the application and in the copy of the work with respect to the claimant's name or the date of publication, the data from the application is given first, followed by the phrase "in notice" and the data given in the work; e.g., © Richard Roe & Co.; 10Jan66 (in notice: 1965); A808880.

Works deposited in connection with copyright registration may be selected for inclusion in the

collections of the Library of Congress. Library of Congress printed cards are available for many of the published works so selected. Orders for such cards or inquiries concerning them should be addressed to the Card Division, Building No. 159, Navy Yard Annex, Washington, D.C. 20541.

For renewal registrations, each main entry includes, in addition to the name or title under which it is filed, the following items of information if available and applicable:

- 1) Title.
- 2) Names of authors of renewable matter when there are more than one.
- 3) Edition statement.
- 4) Number of volumes if more than one.
- 5) Series statement.
- 6) Brief statement of the new matter on which the original copyright was claimed, preceded by the abbreviation NM, if available in the renewable application.
- 7) Copyright symbol ©.
- 8) A statement of limitation of claim to a certain portion of the original work if the application explicitly limits the claim.
- 9) Date of original copyright.
- 10) Original registration number.
- 11) Name of the renewal claimant followed by a statement in parentheses, usually abbreviated, giving the basis of the renewal claim as supplied by the applicant; e.g., "John Doe (NK)" indicates that renewal of copyright is claimed by John Doe as next of kin of the deceased author.
- 12) Date of receipt of the renewal application or fee, whichever is later.
- 13) Renewal registration number.

BOOKS AND PAMPHLETS INCLUDING SERIALS AND CONTRIBUTIONS TO PERIODICALS

CURRENT REGISTRATIONS

A list of domestic and foreign books, pamphlets, serials, and contributions to periodicals registered during the period covered by this issue. Arrangement is alphabetical under the name of the author or issuing body or, in the case of serials and certain other works, by title. References from the names of claimants, joint authors, editors, etc. and from variant forms of names are interfiled.

A

- AAA FOUNDATION FOR TRAFFIC SAFETY.
Safe winter driving guides. Supplement to teacher's handbook for Sportsmanlike driving. Prepared by Amos E. Neyhart & Helen L. Neyhart. 2d ed., rev. 27 p. © AAA Foundation for Traffic Safety; 15Feb66; A819111.
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- A & P STORES.
Awards & surprize party. 1 v. NM: revisions & additions. © Surprize Party, Inc.; 25May66; A840519.
- ABC PUB. CO.
Directory, '66. 326 p. © ABC Pub. Co., J. D. Scoltock, owner & publisher; 14Mar66; A828225.
- ABOS MARINE DIVISION, TECHNICAL PUBLICATIONS, INC. See TECHNICAL PUBLICATIONS, INC. ABOS MARINE DIVISION.
- ABWA CO., INC.
Procedure manual of A.B.W.A. See AMERICAN BUSINESS WOMEN'S ASSN.
- ACA. See AMERICANS FOR CONSTITUTIONAL ACTION.
- AC BOOK CO, INC. ENGINEERING PUBLISHERS DIVISION. See ENGINEERING PUBLISHERS.
- ACTA. See ASSOCIATION DE COORDINATION TECHNIQUE AGRICOLE.
- AFSCME. See AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES.
- A. J. INDUSTRIES, INC. REYNOLDS MANUFACTURING CO. DIVISION. See REYNOLDS MANUFACTURING CO.
- A.L.A. MEMBERSHIP DIRECTORY, 1965.
Chicago, American Library Assn. 405 p. © American Library Assn.; 4Jan66 (in notice: 1965); A812917.
- ALP PUBLICATIONS, INC.
Hotels and restaurants. Wall chart. (The Sextant series for exploring your future) © ALP Publications, Inc.; 16Dec65; A827404.
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- The Sextant series for exploring your future in the public utilities. Foreword by Thomas J. Cassidy. Special advisors: Wilfrid E. Belleau & Ed Ross. 95 p. © ALP Publications, Inc.; 18Nov65; A812459.
- A.L.R. BLUE BOOK, 1966. Issue no.12. Supplemental decisions for annotations in the American law reports, vols.1-175. Rochester, N.Y., Lawyers Co-operative Pub. Co. 747 p. © Lawyers Co-operative Pub. Co. & Bancroft-Whitney Co.; 3May66; A838221.
- AMC. See ASSOCIATED MERCHANDISING CORP.
- A. M. C. PUB. CO., INC.
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- A.O.K. TOOL CORP.
Tools, chemicals & industrial supplies, spring 1966 catalog. 34 p. Appl. author: Jerome P. Schlesinger. © A.O.K. Tool Corp.; 15Apr66; A833024.
- AOPA FLIGHT DEPT. See AIRCRAFT OWNERS & PILOTS ASSN. FLIGHT DEPT.

EXHIBIT 15

Page 3

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Register of Copyrights
United States of America

1. Copyright Claimant(s) and Address(es):

Betty Miles

Name

Sparkill Avenue, Tappan, New York

Address

Joan Bloss

Name

1725 South University Ave., Ann Arbor, Michigan 48104

Address

2. Title:

JUST THINK!

(Title of book)

3. Authors:

Betty Miles and Joan Bloss

Name

(Legal name followed by pseudonym if latter appears on copies)

Citizenship

U.S.A.

(Name of country)

Published in U.S.A. Yes No

Address **SAME as above**

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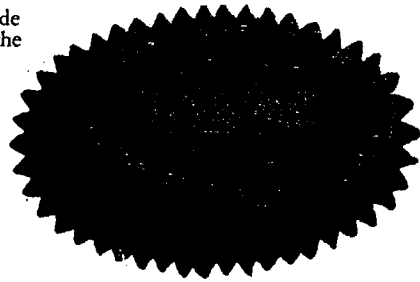
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Google Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE AUTHORS GUILD, INC., Associational
Plaintiff, BETTY MILES, JOSEPH
GOULDEN, and JIM BOUTON, on behalf of
themselves and all other similarly situated,

Plaintiffs,

v.

GOOGLE INC.,

Defendant.

Civil Action No. 05 CV 8136 (DC)

ECF Case

**DECLARATION OF DANIEL CLANCY
IN SUPPORT OF GOOGLE INC.'S OPPOSITION TO
PLAINTIFFS' MOTION FOR CLASS CERTIFICATION**

I, Daniel Clancy, declare as follows:

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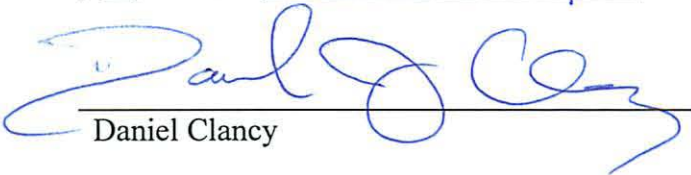
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on February 7, 2012, in Mountain View, Ca


Daniel Clancy