

# 13-4829-CV

---

## United States Court of Appeals for the Second Circuit

---

THE AUTHORS GUILD, BETTY MILES, JIM BOUTON, JOSEPH  
GOULDEN, individually and on behalf of all others similarly situated,

*Plaintiffs-Appellants,*

HERBERT MITGANG, DANIEL HOFFMAN, individually and on behalf of all  
others similarly situated, PAUL DICKSON, THE MCGRAW-HILL  
COMPANIES, INC., PEARSON EDUCATION, INC., SIMON & SCHUSTER,  
INC., ASSOCIATION OF AMERICAN PUBLISHERS, INC., CANADIAN  
STANDARD ASSOCIATION, JOHN WILEY & SONS, INC., individually and  
on behalf of all others similarly situated,

*Plaintiffs,*

v.

GOOGLE, INC.,

*Defendant-Appellee.*

---

ON APPEAL FROM THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

---

---

### JOINT APPENDIX (UN-SEALED REDACTED VERSION) Volume 2 of 6 (Pages A-301 to A-600)

---

DURIE TANGRI  
217 Leidesdorff Street  
San Francisco, California 94111  
(415) 362-6666

– and –

WILMER CUTLER PICKERING HALE  
AND DORR LLP  
1875 Pennsylvania Avenue, NW  
Washington, DC 20006  
(202) 663-6600

*Attorneys for Defendant-Appellee*

FRANKFURT KURNIT KLEIN & SELZ, P.C.  
488 Madison Avenue, 10<sup>th</sup> Floor  
New York, New York 10022  
(212) 980-0120

– and –

JENNER & BLOCK  
1099 New York Avenue, NW, Suite 900  
Washington, DC 20001  
(202) 639-6000

*Attorneys for Plaintiffs-Appellants*

## TABLE OF CONTENTS

	<b>Page</b>
District Court Docket Entries .....	A-1
Excerpts from the Objection of Amazon.com, Inc. to Proposed Settlement, dated September 1, 2009 .....	A-53
Excerpts from the Objections of Microsoft Corporation to Proposed Settlement and Certification of Proposed Settlement Class and Sub-Classes, dated September 8, 2009 .....	A-65
Excerpts from the Memorandum of <i>Amicus Curiae</i> Open Book Alliance in Opposition to the Proposed Settlement, filed September 8, 2009 .....	A-78
Excerpts from the Objection of Yahoo!Inc. to Final Approval of the Proposed Class Action Settlement, filed September 8, 2009 .....	A-80
Declaration of Michael J. Boni in Support of Motion to Approve the Amended Settlement Agreement, dated November 13, 2009 (Omitted herein)	
Exhibit 2 to Boni Declaration – Amended Settlement Agreement, dated November 13, 2009 .....	A-83
Opinion of the Honorable Denny Chin, dated March 22, 2011 .....	A-127
Fourth Amended Class Action Complaint, dated October 14, 2011 .....	A-175
Defendant Google Inc.’s Answer to Plaintiffs’ Fourth Amended Complaint, dated June 14, 2012 .....	A-191

	<b>Page</b>
Declaration of Judith A. Chevalier in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 18, 2012 .....	A-201
Exhibit A to Chevalier Declaration – Expert Report of Judith A. Chevalier, dated May 4, 2012 .....	A-203
Declaration of Dan Clancy in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 26, 2012 .....	A-222
Exhibit A to Clancy Declaration – Cooperative Agreement between Google Inc. and Regents of the University of Michigan/University Library, dated June 15, 2005.....	A-228
Exhibit B to Clancy Declaration – Search Results Page for the Query “Steve Hovley” .....	A-241
Exhibit C to Clancy Declaration – Portion of an About the Book Page that is Displayed when one clicks on <i>Ball Four</i> in the Search Results Pictured in Exhibit B .....	A-243
Exhibit D to Clancy Declaration – Portion of the About the Book Page Depicted in Exhibit C Showing the Snippets Displayed.....	A-245
Exhibit E to Clancy Declaration – Excerpt from a Search Page for Black’s Law Dictionary .....	A-247
Exhibit F to Clancy Declaration – Page Showing <i>Foul Ball</i> in Partner Program Preview .....	A-249

	<b>Page</b>
Exhibit G to Clancy Declaration – Webpage at <a href="http://books.google.com/googlebooks/testimonials.html">http://books.google.com/ googlebooks/testimonials.html</a> Reflecting User Comments on Google Books .....	A-251
Exhibit H to Clancy Declaration – Quantitative Analysis of Culture Using Millions of Digitized Books by Jean-Baptiste Michel .....	A-259
Declaration of Joseph C. Gratz in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 27, 2012 .....	A-267
Exhibit 1 to Gratz Declaration – Excerpts of Deposition Transcript of Paul N. Courant, dated April 23, 2012.....	A-270
Exhibit 2 to Gratz Declaration – Excerpts of Deposition Transcript of Paul Aiken, dated April 19, 2012 .....	A-283
Exhibit 3 to Gratz Declaration – Excerpts of Plaintiffs’ Responses and Objections to Defendant Google Inc.’s First Set of Interrogatories, dated April 27, 2012.....	A-298
Exhibit 4 to Gratz Declaration – Excerpts of Deposition Transcript of Judith A. Chevalier, dated June 8, 2012 .....	A-307
Exhibit 5 to Gratz Declaration – Letter from Pamela Samuelson to the Honorable Denny Chin, dated February 13, 2012.....	A-310
Exhibit 6 to Gratz Declaration – Excerpts of Deposition Transcript of Eric Zohn, dated April 13, 2012 .....	A-316

	<b>Page</b>
Exhibit 7 to Gratz Declaration – Exhibit 2 to the Deposition Transcript of Eric Zohn .....	A-322
Declaration of Albert N. Greco in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 23, 2012 .....	A-325
Exhibit A to Greco Declaration – Expert Report of Albert N. Greco, dated May 3, 2012 .....	A-327
Declaration of Kurt Groetsch in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 25, 2012 .....	A-335
Declaration of Bruce S. Harris in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 23, 2012 .....	A-340
Exhibit A to Harris Declaration – Expert Report of Bruce S. Harris, dated May 3, 2012, with Exhibits D-H .....	A-342
Declaration of Brad Hasegawa in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 25, 2012 .....	A-392
Declaration of Stephane Jaskiewicz in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 25, 2012 .....	A-395
Declaration of Gloriana St. Clair in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 18, 2012 .....	A-398
Exhibit A to St. Clair Declaration – Expert Report of Gloriana St. Clair, dated May 3, 2012 .....	A-400

	<b>Page</b>
Local Rule 56.1 Statement in Support of Defendant Google Inc.’s Motion for Summary Judgment, dated July 27, 2012 .....	A-417
Declaration of Joanne Zack in Support of Plaintiffs’ Motion for Partial Summary Judgment, dated July 26, 2012.....	A-429
Exhibit 1 to Zack Declaration – U.S. Copyright Office Certificate of Registration No. A173097 .....	A-435
Exhibit 2 to Zack Declaration – U.S. Copyright Office Certificate of Registration No. TX0000338841 .....	A-438
Exhibit 3 to Zack Declaration – U.S. Copyright Office Certificate of Registration No. A346254.....	A-441
Exhibit 4 to Zack Declaration – Printouts from Google’s Website displaying Search Results in Jim Bouton, <i>Ball Four</i> .....	A-444
Exhibit 5 to Zack Declaration – Printouts from Google’s Website displaying Search Results for the Term “pitch” in Jim Bouton, <i>Ball Four</i> .....	A-510
Exhibit 6 to Zack Declaration – Printouts from Google’s Website displaying Search Results for the Term “pitches” in Jim Bouton, <i>Ball Four</i> .....	A-516
Exhibit 7 to Zack Declaration – Printouts from Google’s Website displaying Search Results in Betty Miles, <i>The Trouble with Thirteen</i> .....	A-522

	<b>Page</b>
Exhibit 8 to Zack Declaration – Printouts from Google’s Website displaying Search Results in Joseph Goulden, <i>The Superlawyers: the Small and Powerful World of the Great Washington Law Firms</i> .....	A-532
Exhibit 9 to Zack Declaration – Excerpts from a Spreadsheet produced by Google identifying approximately 2.7 million scanned Books Google has distributed to Libraries .....	A-542
Exhibit 10 to Zack Declaration – Printout from <a href="http://www.authorsguild.org/about/history.html">http://www.authorsguild.org/about/ history. html</a> .....	A-546
Exhibit 11 to Zack Declaration – Printout from <a href="http://investor.google.com/corporate/faq.html">http://investor.google.com/ corporate/faq.html</a> .....	A-549
Exhibit 12 to Zack Declaration – “Google Checks Out Library Books,” dated December 14, 2004 .....	A-555
Exhibit 13 to Zack Declaration – Pages 1, 2, 15, and 56 of Google Inc.’s 2011 Form 10-K .....	A-559
Exhibit 14 to Zack Declaration – Pages 1, 3, and 50 of Google Inc.’s 2010 Form 10-K .....	A-564
Exhibit 15 to Zack Declaration – Google Print Partner Development: Global Sales Conference (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-1-CA-16) .....	A-568

	<b>Page</b>
Exhibit 16 to Zack Declaration – Deposition Transcript of Daniel Clancy (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-17-CA-83) .....	A-569
Exhibit 17 to Zack Declaration – Google Book Partner Program Standard Terms and Conditions .....	A-570
Exhibit 18 to Zack Declaration – Deposition Transcript of Thomas Turvey (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-84-CA-115).....	A-579
Exhibit 19 to Zack Declaration – Printout from <a href="http://support.google.com/books/bin/answer.py?hl=en&amp;answer=437291">http://support.google.com/ books/bin/answer.py?hl=en&amp;answer=437291</a> .....	A-580
Exhibit 20 to Zack Declaration – Announcement from Google, “Committee on Institutional Cooperation (CIC) Joins Google’s Library Project,” dated June 6, 2007 .....	A-582
Exhibit 21 to Zack Declaration – Declaration of Daniel Clancy in Support of Google Inc.’s Opposition to Plaintiffs’ Motion for Class Certification, filed February 8, 2012.....	A-586
Exhibit 22 to Zack Declaration – Printout from <a href="http://support.google.com/books/bin/answer.py?hl=en&amp;answer=43751">http://support.google.com/ books/bin/answer.py?hl=en&amp;answer=43751</a> .....	A-591
Exhibit 23 to Zack Declaration – Compilation of Documents produced by Google (Portions of Exhibit 23 Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-116-CA-308) .....	A-593



	<b>Page</b>
Exhibit 24 to Zack Declaration – Deposition Transcript of Kurt Groetsch (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-309-CA-340) ...	A-685
Exhibit 25 to Zack Declaration – Deposition Transcript of Stephane Jaskiewicz (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-341-CA-372) ...	A-686
Exhibit 26 to Zack Declaration – Defendant Google Inc.’s Supplemental Narrative Responses and Objections to Plaintiffs’ Second Request for Production of Documents and Things (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-373-CA-388) ...	A-687
Exhibit 27 to Zack Declaration – Excerpts from the Defendant Google Inc.’s Responses and Objections to Plaintiffs’ First Set of Requests for Admission.....	A-688
Exhibit 28 to Zack Declaration – Printout from <a href="http://www.google.com/googlebooks/library.html">http://www.google.com/ googlebooks/library.html</a> .....	A-705
Exhibit 29 to Zack Declaration – QA Training Manual (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-389-CA-407) ...	A-707
Exhibit 30 to Zack Declaration – Excerpts from a Spreadsheet produced by Google	A-708

	<b>Page</b>
Exhibit 31 to Zack Declaration – E-mail from Joseph Gratz to Joanne Zack, dated December 9, 2011 (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-408-CA-409) ...	A-712
Exhibit 32 to Zack Declaration – Library of Congress Trip Report (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-410-CA-422) ...	A-713
Exhibit 33 to Zack Declaration – Deposition Transcript of Paul Courant (Redacted Version. Unredacted Version Reproduced in the Confidential Appendix at pp. CA-423-CA-437) .....	A-714
Exhibit 34 to Zack Declaration – “Google Print Full Text Book Mini-GPS,” dated December 10, 2003 (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-438-CA-454) ...	A-748
Exhibit 35 to Zack Declaration – “Google Print: A Book Discovery Program,” dated October 15, 2004 (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-455-CA-478) ...	A-749
Exhibit 36 to Zack Declaration – Deposition Transcript of Gloriana St. Clair .....	A-750
Exhibit 37 to Zack Declaration – Expert Report of Daniel Gervais .....	A-782

	<b>Page</b>
Exhibit 38 to Zack Declaration – Deposition Transcript of James Crawford (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-479-CA-497) ...	A-797
Exhibit 39 to Zack Declaration – Expert Report of Benjamin Edelman.....	A-798
Exhibit 40 to Zack Declaration – Deposition Transcript of Bruce Harris.....	A-808
Exhibit 41 to Zack Declaration – Deposition Transcript of Albert Greco .....	A-825
Exhibit 42 to Zack Declaration – Deposition Transcript of Judith Chevalier (Redacted Version. Confidential Pages Reproduced in the Confidential Appendix at pp. CA-498-CA-501).....	A-852
Exhibit 43 to Zack Declaration – Defendant Google Inc.’s Responses and Objections to Plaintiffs’ First Set of Interrogatories.....	A-909
Plaintiffs’ Statement of Undisputed Facts in Support of Their Motion for Partial Summary Judgment, dated July 26, 2012 (Public Redacted Version. Confidential Pages Reproduced in the Confidential Appendix at pp. CA-502-CA-508).....	A-927
Plaintiffs’ Response to Defendant Google Inc.’s Local Rule 56.1 Statement, dated August 26, 2013 (Public Redacted Version. Confidential Pages Reproduced in the Confidential Appendix at pp. CA-509-CA-516).....	A-949

	<b>Page</b>
Declaration of Michael J. Boni in Support of Plaintiffs' Opposition to Defendant Google's Motion for Summary Judgment, dated August 26, 2013 .....	A-979
Exhibit 1 to Boni Declaration – Compilation of Google Snippet Displays from Jim Bouton's Baseball Memoir <i>Ball Four</i> .....	A-982
Exhibit 2 to Boni Declaration – Google Snippet Displays from Joseph Goulden's History <i>Superlawyers</i> .....	A-1074
Exhibit 3 to Boni Declaration – Google Snippet Displays from Betty Miles's Novel <i>The Trouble with Thirteen</i> .....	A-1172
Exhibit 4 to Boni Declaration – Internal Memos produced by Google to The American Society of Media Photographers, Inc. (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-517-CA-521) ...	A-1204
Exhibit 5 to Boni Declaration – Cover, Table of Contents, and Complete Chapter Two with Answer Key for <i>The Seinfeld Aptitude Test</i> by Beth Golub (Carol Publishing Group, 1994) .....	A-1205
Exhibit 6 to Boni Declaration – Cover, Table of Contents, and First Three Pages of each Chapter from <i>Welcome to Twin Peaks</i> (1990 Publications International Ltd.) .....	A-1244

	<b>Page</b>
Exhibit 7 to Boni Declaration – Excerpts from the Deposition of Bradley Hasegawa (Filed Under Seal. Reproduced in the Confidential Appendix at pp. CA-522-CA-538) ...	A-1271
Exhibit 8 to Boni Declaration – Printout from a Webpage on Amazon.com, obtained by clicking on the “Amazon” Link on the Google Books Page for Joseph Goulden’s book <i>Superlawyers</i> .....	A-1272
Exhibit 9 to Boni Declaration – Printout from a Webpage on Amazon.com, obtained by running a Search on Amazon.com for “Steve Hovley” .....	A-1277
Exhibit 10 to Boni Declaration – Printout from a Webpage on Amazon.com, obtained by running a Search on Amazon.com for “Minoru Yasui” .....	A-1287
Declaration of Paul Aiken in Support of Plaintiffs’ Opposition to Defendant Google’s Motion for Summary Judgment, dated August 26, 2013 .....	A-1290
Attachment A to Aiken Declaration – Amazon Press Release: “Amazon.com Launches “Search Inside the Book” Enabling Customers to Discover Books by Searching and Previewing the Text Inside” .....	A-1302
Attachment B to Aiken Declaration – “The Great Library of Amazonia,” <i>Wired</i> <i>Magazine</i> , November 12, 2003.....	A-1305

	<b>Page</b>
Attachment C to Aiken Declaration – “News: A9, Amazon’s Search Portal, Goes Live: Reverberations Felt in Valley,” <i>John Battelle’s Search Blog</i> , April 14, 2004.....	A-1314
Attachment D to Aiken Declaration – “Can Amazon Unplug Google?” Business 2.0, April 15, 2004.....	A-1319
Attachment E to Aiken Declaration – “Amazon to Take Searches on Web to a New Depth,” <i>The New York Times</i> , September 15, 2004 .....	A-1325
Attachment F to Aiken Declaration – “Amazon’s A9 Launches Visual Yellow Pages,” <i>Search Engine Watch</i> , January 26, 2005 .....	A-1329
Attachment G to Aiken Declaration – “Google Hires Amazon Search Chief,” <i>Seattle Post-Intelligencer</i> , February 7, 2006 .....	A-1333
Attachment H to Aiken Declaration – “Google Announces New Mapping Innovations at Where 2.0 Conference,” <i>News from Google</i> , May 29, 2007 .....	A-1337
Declaration of Joseph C. Gratz in Opposition to Plaintiffs’ Motion for Partial Summary Judgment, dated August 26, 2013 .....	A-1340
Exhibit 1 to Gratz Declaration – Portion of the Web Page resulting from a Search on the Library of Congress Catalog at <a href="http://catalog.loc.gov">http://catalog.loc.gov</a> for the Query “500 Pearl Street” .....	A-1344

	<b>Page</b>
Exhibit 2 to Gratz Declaration – Portion of the Web Page resulting from a Search on <a href="https://books.google.com">https://books.google.com</a> for the Query “500 Pearl Street” .....	A-1346
Exhibit 3 to Gratz Declaration – Portion of the Web Page that results from clicking on the Result <i>Alas! What Brought Thee Hither?: The Chinese in New York, 1800-1950</i> in Exhibit 2.....	A-1348
Exhibit 4 to Gratz Declaration – Portion of the Web Page resulting from a Search on <a href="https://books.google.com">https://books.google.com</a> for the Query “Hong Kee Kang” .....	A-1350
Exhibit 5 to Gratz Declaration – Portion of the Web Page that results from clicking on the Result <i>Chinese America, History and Perspectives</i> in Exhibit 4 .....	A-1352
Exhibit 6 to Gratz Declaration – Printout from <a href="http://www.amazon.com/gp/offer-listing/B002H9DITW">http://www.amazon.com/gp/offer- listing/B002H9DITW</a> .....	A-1354
Exhibit 7 to Gratz Declaration – Marc Egnal, <i>Evolution of the Novel in the United States: The Statistical Evidence</i> , 37:2 Soc. Sci. Hist. 231 (2013) .....	A-1356
Exhibit 8 to Gratz Declaration – Written Testimony submitted by Paul Aiken to the Committee on the Judiciary of the United States House of Representatives in connection with a September 10, 2009 Hearing titled “Competition and Commerce in Digital Books” ...	A-1381

	<b>Page</b>
Exhibit 9 to Gratz Declaration – Excerpts of the Deposition Transcript of Paul Aiken.....	A-1412
Exhibit 10 to Gratz Declaration – Excerpts of the Deposition Transcript of Betty Miles .....	A-1419
Exhibit 11 to Gratz Declaration – Excerpts of Plaintiffs’ Reponses and Objections to Defendant Google Inc.’s First Set of Interrogatories to Plaintiffs The Authors Guild, Inc., Jim Bouton, Joseph Goulden and Betty Miles herein, served on April 27, 2012.....	A-1425
Exhibit 12 to Gratz Declaration – Excerpts of the Deposition Transcript of Jim Bouton.....	A-1432
Exhibit 13 to Gratz Declaration – Excerpts of the Deposition Transcript of Joseph Goulden.....	A-1435
Exhibit 14 to Gratz Declaration – Exhibit 6 to the Deposition of Paul Aiken .....	A-1445
Exhibit 15 to Gratz Declaration – Deposition Transcript of Daniel Gervais .....	A-1448
Exhibit 16 to Gratz Declaration – Deposition Transcript of Benjamin G. Edelman ....	A-1509
Exhibit 17 to Gratz Declaration – Exhibit 5 to the Deposition of Jim Bouton .....	A-1588
Exhibit 18 to Gratz Declaration – Exhibit 2 to the Deposition of Betty Miles .....	A-1590



	<b>Page</b>
Exhibit 19 to Gratz Declaration – Exhibit 16 to the Deposition of Benjamin G. Edelman .....	A-1592
Exhibit 20 to Gratz Declaration – Excerpts of the Deposition Transcript of Judith A. Chevalier .....	A-1595
Declaration of Scott Dougall in Opposition to Plaintiffs’ Motion for Partial Summary Judgment, dated August 22, 2013 .....	A-1602
Google Inc.’s Responses and Objections to Plaintiffs’ Statement of Undisputed Facts in Support of Their Motion for Partial Summary Judgment, dated August 26, 2013 (Public Redacted Version. Confidential Pages Reproduced in the Confidential Appendix at pp. CA-539-CA-555) .....	A-1605
Notice of Appeal, dated December 23, 2013 .....	A-1639

- (1) Google's digital copying of entire in-copyright print works for its own uses is of a commercial nature and not for the purposes of criticism, comment, news reporting, teaching, scholarship or research. Google copies print books to benefit its commercial search engine and thereby gain a competitive advantage over its rivals in the search engine business. Google digitally copies print books in bulk without regard to their content. Google adds no expression, meaning or message to the books. Merely changing the format or medium of a work, as Google has done here by reproducing the books from print to electronic form, is not "transformative" within the meaning of Section 107 of the Copyright Act. The books copied by Google are creative works of authorship, regardless of whether the books are fiction or non-fiction. Google copies the books in their entirety, maintains multiple copies of the entire books on its servers and on tape, and makes non-display and display uses of the books in their entirety. Because Google's digital copying involves mere duplication for commercial purposes, a presumption of market harm exists. Google's digital copying without permission or compensation deprives copyright owners of revenues for such copies. Google's maintenance of digital copies on its servers also creates a risk of further unlawful dissemination of the books. Further, unrestricted and widespread conduct of the sort engaged in by Google would result in a substantially adverse impact on the value of and potential market for the books. A finding of fair use would legitimize widespread unauthorized mass digitization. It would impede the development of collective licenses for the digital copying,

distribution, display, publication and other uses of books and book excerpts in, *inter alia*, search engines and other book databases. It would permit others in addition to Google to create online book databases with insufficient security to prevent widespread piracy of copyrighted books. Conversely, if Google's unauthorized copying is found not to be fair, licenses providing compensation would be required for such copying, and copyright owners could require in such licenses that financial responsibility for the risks of unauthorized uses be fairly allocated between the parties to the license.

- (2) Google's distribution to libraries of entire digital copies of in-copyright works is of a commercial nature and not for the purposes of criticism, comment, news reporting, teaching, scholarship or research. Google's distribution of digital copies to libraries is a *quid pro quo* for the libraries allowing Google to copy the print books to benefit Google's commercial search engine and thereby gain a competitive advantage over its rivals in the search engine business. Google distributes digital copies of the books without regard to their content. Google adds no expression, meaning or message to the books distributed. Merely changing the format or medium of a work, as Google has done here by reproducing the books from print to electronic form, is not "transformative" within the meaning of Section 107 of the Copyright Act. The books distributed by Google are creative works of authorship, regardless of whether the books are fiction or non-fiction. Google distributes digital copies of books to libraries in their entirety. Because Google distributes entire digital copies for commercial purposes,

a presumption of market harm exists. Further, Google's unauthorized distribution to the libraries deprived the copyright owners of compensation for such copies. Google's distribution to the libraries also creates a grave risk of additional unauthorized digital distribution of the books by the libraries and of piracy of the library digital copies, as a result of faulty security and/or endeavors such as the Hathitrust and its Orphan Works' Project. Unrestricted and widespread conduct of the sort engaged in by Google would result in a substantially adverse impact on the value of and potential market for the books. A finding of fair use would legitimize widespread unauthorized distribution of digital copies of books. It would deprive copyright owners of revenues from the sale of digital copies to libraries and to other sources of print books for digital copying. It would impede the development of collective licenses for the copying, distribution, display, publication and other uses of digital copies of books and excerpts from books. It would also permit others in addition to Google to create online book databases, with insufficient security to prevent widespread piracy of copyrighted books. Conversely, if Google's unauthorized distribution is found not to be fair, licenses providing compensation would be required for such distribution, and copyright owners could require in such licenses that financial responsibility for the risks of unauthorized use be fairly allocated between the parties to the license.

- (3) Google's display on the Internet of verbatim expression from in-copyright works to users of its Internet search engine is of a commercial nature and

not for the purposes of criticism, comment, news reporting, teaching, scholarship or research. Google displays verbatim expression from books to benefit its search engine and thereby gain a competitive advantage over its rivals in the search engine business. With respect to the books that it displays, Google displays excerpts that it calls “snippets” without regard to the content of the books. Google adds no expression, meaning or message to the books displayed. Merely changing the format or medium of a work, or extracting verbatim expression from a work, as Google has done here, is not “transformative” within the meaning of Section 107 of the Copyright Act. The books displayed by Google are creative works of authorship, regardless of whether the books are fiction or nonfiction. Google maintains the entirety of the books on its servers. By performing multiple searches using different search terms (including multiple search terms suggested by Google itself), a single user can view substantial verbatim expression from the books. Moreover, if the display is permitted as a fair use, Google would be permitted to display over time virtually all of the verbatim expression from the books to its users collectively. Because Google displays verbatim expression for commercial purposes, a presumption of market harm exists. Google displays such verbatim expression without licensing it, thereby depriving the copyright owners of compensation for such uses. Further, unrestricted and widespread conduct of the sort engaged in by Google would result in a substantially adverse impact on the value of and potential market for the books. A finding of fair use would legitimize widespread unauthorized digital display. It

would impede the development of collective licenses for the digital display of books and excerpts from books in, *inter alia*, search engines and other book databases. It would also permit other website operators to could create online book databases, but with insufficient security to prevent widespread piracy of copyrighted books. Conversely, if Google's unauthorized display is found not to be fair, licenses providing compensation will be required for such display, and copyright owners could require in such licenses that financial responsibility for the risks of unauthorized display be fairly allocated between the parties to the license.

- (4) Google's Library Project as a whole is a mass digitization, distribution and display campaign that is not a fair use of the books, for all the reasons set forth above.

C. Facts supporting the above are found in the following, *inter alia*:

- (1) Google's Objections and Responses to Plaintiffs' First Set of Requests for Admission;
- (2) The deposition testimony of Jim Bouton, Joseph Goulden, Betty Miles, Paul Aiken, Daniel Clancy, Kurt Groetsch, Brad Hasegawa, Stephane Jaskiewicz, Thomas Turvey, James Crawford, and Paul Courant;
- (3) PX 1-58, 81-86; Courant Ex. 1-3; GOOG05000001, GOOG05004750, GOOG05004751, GOOG05004752, GOOG05000002-GOOG05000438, GOOG05000459-GOOG05000496, GOOG05002264-2284; GOOG05000001-GOOG05004981.
- (4) The documents produced by plaintiffs;

usership, with the ultimate goal of increasing its advertising revenues from its increased usership.

See also the response to Interrogatory 1 above.

**INTERROGATORY 12:**

Describe the amount and substantiality of YOUR BOOKS used in Google's Library Project, including a statement of all factual and legal bases supporting your response.

**Response:**

In addition to the General Objections, plaintiffs object to this Interrogatory on the grounds that the word "all" is overbroad and unduly burdensome in this context. Without waiving these objections, plaintiffs respond as follows: See the response to Interrogatory 1 above.

**INTERROGATORY 13:**

If you contend that Google's Library Project is commercial in nature, identify all factual and legal bases for that contention.

**Response:**

In addition to the General Objections, plaintiffs object to this Interrogatory on the grounds that the word "all" is overbroad and unduly burdensome in this context. Without waiving these objections, plaintiffs respond as follows:

Google's Library Project, and the copying, distribution and display of books by Google in connection with its Library Project, are commercial in nature. See also the responses to Interrogatories 1 and 11 above.

**EXHIBIT 4**



Page 1

1   \*\*C O N F I D E N T I A L\*\*

2   UNITED STATES DISTRICT COURT

3   SOUTHERN DISTRICT OF NEW YORK

4   -----X

5   THE AUTHORS GUILD, et al.,

7                                   Plaintiffs,

8                   - against-

Master File No.

9                                   05 CV 8136-DC

11   GOOGLE, INC.,

12                                   Defendant.

13   -----X

15                                   June 8, 2012

16                                   9:30 a.m.

18                   Deposition of JUDITH A. CHEVALIER,  
19   held at the offices of Milberg, LLP, One  
20   Penn Plaza, New York, New York, pursuant to  
21   Agreement, before NANCY SORENSEN, a Notary  
22   Public of the State of New York.

Page 88

1 J.A. Chevalier - C O N F I D E N T I A L  
2 digital copies is not germane to your report?

3 A. Whether or not the libraries have  
4 made a digital copy and what it is that the  
5 library will do with them, is not, is outside  
6 the scope of my assignment.

7 It may be important to the case, but  
8 it is not important to my report.

9 Q. Do you know with respect to the  
10 Google Library Project, not the Partner Program  
11 portion, how many of the books that Google scans  
12 and includes in the search tool, as you describe  
13 it, were commercially available books, as  
14 opposed to not commercially available books?

15 A. I don't know that.

16 Q. If I told you that 90 percent of the  
17 books were not commercially available, would  
18 that affect your opinions in any way?

19 A. That would not affect my opinions.

20 Q. If I told you that they were 10  
21 percent, would that affect your opinion?

22 A. No.

23 Q. Referring you to paragraph 10 on page  
24 3 of your report, about a little, you know, over  
25 halfway down, there is a sentence that begins,

**EXHIBIT 5**

**Pamela Samuelson**

Richard M. Sherman Distinguished  
Professor of Law and Information  
UC Berkeley School of Law  
434 Boalt Hall (North Addition)  
Berkeley, CA 94720-7200

**Tel:** 510.642.6775

**Fax:** 510.643.2673

**Email:** [pam@law.berkeley.edu](mailto:pam@law.berkeley.edu)

**URL:** [people.ischool.berkeley.edu/~pam/](http://people.ischool.berkeley.edu/~pam/)

VIA Federal Express and Fax 212-857-2346

February 13, 2012

The Honorable Denny Chin  
U.S. District Court for the Southern District of New York  
Daniel Patrick Moynihan Courthouse  
500 Pearl Street  
New York, New York 10007

Re: Academic Author Objections to Plaintiff's Motion for Class Certification  
Case No. 05 CV 8136 (DC)

Dear Judge Chin:

The signatories to this letter are academic authors whose works of authorship are typical of the books and other works found in the collections of major research libraries such as those of the University of Michigan and others of Google's library partners. We write scholarly works on a regular basis. Our primary motivation in preparing these works is to share the knowledge we have cultivated with other scholars and interested members of the public. Although we are not indifferent to revenue streams we receive from books that we publish, the main reward we wish to attain from our intellectual labors is the satisfaction of contributing to the ongoing dialogue about issues of concern to us and, perhaps as an added bonus, a reputation for excellence in scholarship among our peers. A number of us have made some or all of our academic work available on an open access basis through Creative Commons licenses and the like.

Virtually all of us use Google Book Search (GBS) on a regular basis to get tips about what books or other texts contain information relevant to our research projects. Many of our works have been scanned by Google as part of its Library Project. Those of us whose works are part of the GBS corpus are pleased at the prospect that our works, particularly those that are out-of-print, are now more accessible to other scholars and members of the public through the "snippets" that Google serves up in response to search queries seeking information that can be found in our works. We believe that our works will be more widely read because of their accessibility through GBS, either through greater utilization of books through lending from library collections or new sales of our works because of links that Google provides to sources from which our works are available.

We believe that our works of scholarship are more typical of the contents of research library collections than works of the three named plaintiffs in this case. Betty Miles is the author of numerous children's books. Jim Bouton is a former baseball pitcher who has written both fiction and nonfiction books based on his experiences as a baseball player. Joseph Goulden is a professional writer who has written a number of nonfiction books on a variety of subjects, including a book about "superlawyers." None of these three are academic authors. Their books are aimed at a popular, rather than an academic, audience. As professional writers, their



motivations and interests in having their books published would understandably be different, and likely more commercial, than those of academic scholars. Hence, our concern is that these three do not share the academic interests that are typical of authors of books in research library collections. As we explain further below, the clearest indication that the named plaintiffs do not share the same priorities typical of academic authors is their insistence on pursuing this litigation.

Many of the academic signatories to this letter were also signatories of two letters submitted on behalf of academic authors who objected to specific provisions of the proposed settlement of the *Authors Guild v. Google* lawsuit. Those letters articulated several particularized reasons why we thought that the interests of academic authors had not been adequately represented in the negotiations that produced the proposed settlement. Your opinion rejecting the proposed settlement affirmed that the interests of academic authors had not been adequately represented by the plaintiffs or their lawyers.

It is worth noting that two of the three individual plaintiffs (Miles and Goulden) who seek to be designated as class representatives at this point in the litigation were identified as class representatives for purposes of the proposed settlement. The same associational plaintiff (the Authors Guild) remains in the case. And the lawyers who now seek to be designated as class counsel are the same as those who participated in the proposed GBS settlement negotiations.

Because they did not adequately represent the interests of academic authors in the past, we have reason to doubt that they will represent our interests well in the future. It bears mentioning that despite our having raised numerous objections and concerns about the proposed settlement in a very public way by putting them in the court record, none of us has been contacted by the proposed class representatives, the Authors Guild, or the lawyers who want to be designated as class counsel to ask for our opinion about what our interests are, whether to pursue this litigation, what relief to seek, on what terms to settle it, or anything else.

This lack of communication reinforces our concerns that the proposed class representatives and the Authors Guild are not adequately representing the interests of academic authors at this juncture. Most significantly, their decision to continue the litigation shows that they do not share academic values, goals or objectives. None of us would have initiated a lawsuit against Google for copyright infringement in the first place because it scanned our and other academic authors' books for purposes of indexing their contents and serving up snippets in response to search queries. Some of the signatories to this letter believe strongly that such scanning is fair use as a matter of copyright law; others of us believe that Google has a plausible and probably persuasive fair use defense to a claim of copyright infringement for such scanning; a few of us may have doubts about the fairness of this use of books from research library collections, but even so, we would not have felt strongly enough about the claim of infringement to initiate the lawsuit in the first place. By pursuing this lawsuit as a class action in the aftermath of the failure of the proposed settlement and not reaching a new settlement, we believe that the proposed class representatives and the associational plaintiff in this case are engaged in actions that are antithetical to the interests of academic authors who would be swept into the class that the plaintiff's lawyers are seeking to have certified.

Not only do we believe that Google should not be found liable for copyright infringement for the scanning of in-copyright books from major research library collections, but we believe that the plaintiffs and their lawyers are asking for remedies that we find deeply troubling and counter to our interests. We would not, for instance, want the court to issue an injunction to require Google to stop scanning books from library partner institutions. An injunction that would forbid indexing copyrighted works and making snippets of information available to the public raises serious First Amendment concerns and are contrary to the values of promoting broad access to information that academic authors share.

Nor do we think it is reasonable to seek statutory damages for each of the 12 million or so in-copyright books that Google has scanned from research library collections. One can understand that Betty Miles, Jim Bouton, and Joseph Goulden would want statutory damage awards, and even more why class counsel would be seeking a large award for the class that might bankrupt Google, or at least extract an extraordinarily large award (a minimum perhaps of \$9 billion), for acts which, in our opinion, have caused no actual harm to the plaintiff class. We academic authors consider the request for statutory damages to be unreasonable and antithetical to our interests because we think a company such as Google should not be punished so severely for acts that have caused no harm to us or others like us, especially since so many of the books that Google has scanned are academic works that are out-of-print and/or orphan works.

For these reasons, we object to the plaintiff's motion for certification of the proposed class, to the designation of Miles, Bouton, and Goulden as class representatives, and to the appointment of Michael Boni and Joanne Zack as class counsel.

Sincerely,



Pamela Samuelson  
Richard M. Sherman Distinguished Professor of Law, Berkeley Law School

On behalf of the following individuals (whose academic affiliations are for identification purposes only):

Patricia Aufderheide, American University  
Russ B. Altman, Stanford University  
Steven Bellovin, Columbia University  
Geoffrey C. Bowker, University of California, Irvine  
Robert Brauneis, George Washington University  
Dan Burk, University of California, Irvine  
Michael W. Carroll, American University  
Anupam Chander, University of California, Davis  
Margaret Chon, Seattle University  
Danielle Citron, University of Maryland  
Julie E. Cohen, Georgetown University

Kevin Collins, Washington University in St. Louis  
Robert Darnton, Harvard University  
Peter Decherney, University of Pennsylvania  
David L. Dill, Stanford University  
Holly Doremus, University of California, Berkeley  
Paul Duguid, University of California, Berkeley  
Jeffrey L. Elman, University of California, San Diego  
Malcolm M. Feeley, University of California, Berkeley  
Edward Feigenbaum, Stanford University  
Brett M. Frischmann, Benjamin N. Cardozo School of Law  
William Gallagher, Golden Gate University  
Jon M. Garon, Northern Kentucky University  
Laura Gasaway, University of North Carolina at Chapel Hill  
Shubha Ghosh, University of Wisconsin  
Robert J. Glushko, University of California, Berkeley  
Eric Goldman, Santa Clara University  
Bronwyn Hall, University of California, Berkeley  
Harry Hochheiser, University of Pittsburgh  
Kinch Hoekstra, University of California, Berkeley  
Judith E. Innes, University of California, Berkeley  
Peter Jaszi, American University  
Douglas W. Jones, University of Iowa  
Russell Jones, University of California, Berkeley  
Steven Justice, University of California, Berkeley  
Jeffrey Knapp, University of California, Berkeley  
Raymond Ku, Case Western Reserve University  
Michael B. Landau, Georgia State University  
Lawrence Lessig, Harvard Law School  
Jessica D. Litman, University of Michigan  
Michael Madison, University of Pittsburgh  
Donald Mastronarde, University of California, Berkeley  
Jonathan Masur, University of Chicago  
Jerome McGann, University of Virginia  
William McGeeveran, University of Minnesota  
Stephen McJohn, Suffolk University  
Donald A. McQuade, University of California, Berkeley  
Michael J. Meurer, Boston University  
Deirdre Mulligan, University of California, Berkeley  
Johanna Nichols, University of California, Berkeley  
Anne Joseph O'Connell, University of California, Berkeley

Michael A. Olivas, University of Houston Law Center  
David S. Olson, Boston College  
Frank A. Pasquale, Seton Hall University  
Thomas Pogge, Yale University  
David Post, Temple University  
Jerome Reichman, Duke University  
Gene Rochlin, University of California, Berkeley  
Matthew Sag, Loyola University Chicago  
Niels Schaumann, William Mitchell College of Law  
Rich Schneider, University of California at San Francisco  
Jason Schultz, University of California, Berkeley  
Jessica Silbey, Suffolk University  
Eugene H. Spafford, Purdue University  
Christopher Sprigman, University of Virginia  
Philip B. Stark, University of California, Berkeley  
Stewart E. Sterk, Benjamin N. Cardozo School of Law  
Madhavi Sunder, University of California, Davis  
Peter P. Swire, Ohio State University  
Stefan Tanaka, University of California, San Diego  
David S. Touretzky, Carnegie Mellon University  
Elizabeth Townsend Gard, Tulane University  
Jennifer Urban, University of California, Berkeley  
Siva Vaidhyanathan, University of Virginia  
Kathleen Vanden Heuvel, University of California, Berkeley  
Eric von Hippel, Massachusetts Institute of Technology  
Dan Wallach, Rice University  
Steven Weber, University of California, Berkeley  
Alan Weinstein, University of California, Berkeley  
Terry Winograd, Stanford University  
Martha Woodmansee, Case Western Reserve University  
Jonathan Zittrain, Harvard Law School

cc:

Michael J. Boni, Esq., Counsel for Plaintiffs  
Joanne Zack, Esq., Counsel for Plaintiffs  
Daralyn J. Durie, Esq., Counsel for Defendant  
Joseph C. Gratz, Esq., Counsel for Defendant



**EXHIBIT 6**

Zohn, Eric - 4/13/2012

Page 1

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
3  
4 THE AUTHORS GUILD, INC., et )  
al., ) Civil Action No.  
5 Plaintiffs, ) 05 CV 8136 (DC)  
6 vs. )  
7 GOOGLE, INC., )  
8 Defendant. )  
-----)  
9 Friday, April 13, 2012  
2:36 p.m.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Videotaped Deposition of ERIC ZOHN,  
held at the offices of William Morris  
Endeavor, 1325 Avenue of the Americas,  
New York, New York 10019, pursuant to  
Subpoena, before Otis Davis, a Notary  
Public of the State of New York.

(#442672)

Zohn, Eric - 4/13/2012

Page 12

1 MS. ZACK: Objection, leading.

2 A. Any agent has a fiduciary duty to its  
3 client, to the principal. We're not unlike any other  
4 agent. We have a fiduciary duty to act in our  
5 client's best interest. It's not an arm's-length  
6 relationship, it's not a partnership. We're an  
7 agent, we work for our clients.

8 Q. How many authors are represented by the  
9 agents in the William Morris Endeavor book  
10 department?

11 MS. ZACK: Is that currently you mean?

12 THE WITNESS: It doesn't matter currently  
13 or not.

14 A. I don't really know the answer to that,  
15 because there are authors we represent who have  
16 written a lot of books, some we represent, some we  
17 don't, there are books we represent and the clients  
18 aren't here anymore because of the way the agency  
19 papers are -- I mean, we probably have active current  
20 authors, several hundred.

21 Q. Can you name some of those authors?

22 A. Sure I could.

23 Q. Would you name some of those authors?

24 A. We represent Judy Blume, we represent  
25 Daniel Keyes, we represent Kathy Reichs, we represent

Zohn, Eric - 4/13/2012

Page 13

1 Steven Leavitt, Stephen Dubner, fiction, nonfiction,  
2 literary fiction, all sorts of genres.

3 Q. In terms of the size of various literary  
4 agencies, where does William Morris Endeavor rank in  
5 terms of the size of literary?

6 A. Well, as far as the number of agents and  
7 clients, we're I believe the biggest. Probably the  
8 biggest -- probably the biggest in all respects.  
9 Most literary agencies are very small.

10 Q. Do you recall whether J.J. Abrams is one  
11 of your book clients?

12 A. He is. He was a client in all areas. We  
13 did a book deal for him. I think the representation  
14 overall is in flux, but I know we are still  
15 representing the book that we sold for him. It's a  
16 qualified yes.

17 Q. Is Diane Keaton one of your literary  
18 clients?

19 A. We sold one book for Diane Keaton. I do  
20 not believe she is a client otherwise.

21 Q. Is John Waters one of your literary  
22 clients?

23 A. Yes, he is.

24 Q. Is Alice Munro one of your literary  
25 clients?

Zohn, Eric - 4/13/2012

Page 18

1 questions and I'll object if I think they're  
2 incorrect.

3 Q. Mr. Zohn, will you understand what I'm  
4 asking if I refer to the Library Project to include  
5 the scanning of books in libraries and making certain  
6 uses of those books scanned in libraries?

7 A. If they're without permission?

8 Q. Yes.

9 A. Yes, I understand that distinction.

10 Q. Does William Morris Endeavor have a view  
11 as to whether the Google Books Search Library Project  
12 has an effect on the potential market for any books?

13 A. The view of the agency is that scanning  
14 books to create a search database that may also  
15 display snippets from the books is probably  
16 beneficial to authors, at least who appear high in  
17 the results of the search, but it's narrow. It's  
18 using the books to create a database that's  
19 searchable. That we believe is beneficial to the  
20 author. Anything that you may also do beyond that  
21 you'd have to ask me specifically.

22 Q. Why does William Morris Endeavor take  
23 that view?

24 A. That it's beneficial to the authors?

25 Q. That view, yes.

Zohn, Eric - 4/13/2012

Page 19

1           A.     Because to us it's analogous to a Google  
2     Web site search. I think we all know how important  
3     the results -- let me start that again.

4                     Many people use Google as their search  
5     engine and people want to come up high in the search  
6     results and they want to -- people even want to come  
7     up next to the search results or pay to be on top of  
8     the search results, and I use that personally. I  
9     search Google all the time.

10                    It's a very beneficial tool for me and  
11     for my colleagues. When we search for any sort of  
12     information on the Internet, it seems to us that  
13     our -- that a similar tool for books would be as  
14     beneficial to the authors as it is to the Web sites  
15     that come up high in the Google search.

16           Q.     How does that affect the potential market  
17     for books?

18           A.     Well, if people are searching for  
19     information and it becomes easy to find your product  
20     in a very, very, very, very crowded marketplace where  
21     there are -- I don't even know the number of how many  
22     books are published every year, year after year after  
23     year, I think any tool that helps readers or buyers  
24     find your product above someone else's is beneficial.

25           Q.     Does William Morris Endeavor have a view

**EXHIBIT 7**

**MEMO: Regarding the Google Book Settlement**

As many of you probably know, a group of publishers and a group representing authors filed a class action suit against Google alleging copyright infringement. This claim stemmed from Google's digitization of books and subsequent use of those copies in its Google Book Search program. Google Book Search allowed users to search inside a book, for quotes or other information, and would display "Snippets" of the book containing the quote or information. Google's stance was, and is, that the anticipated uses constituted fair use under the US Copyright Act and could be done without permission from the copyright owner.

The parties reached a settlement on this dispute and have submitted a Settlement Agreement to a Federal District Court. This Settlement Agreement is pending approval from the Court. While approval is pending, copyright owners in books published before January 5, 2009 must decide whether they wish to participate in the Settlement Agreement or opt-out of the Agreement. The deadline for opting-out has been extended from May 5, 2009 to **September 4, 2009**. If the rightsholder does nothing, they are immediately bound by the Settlement. Below is a brief summary of the basics of the Google Book Settlement Agreement and our recommendations.

The Settlement Agreement, if approved, would bind copyright owners in any book published prior to January 5, 2009 to its terms. The Settlement Agreement gives Google the non-exclusive right to digitize any book published prior to January 5 and place the digitization in its Google Book Search database. Once in the database, Google can display and/or sell electronic copies of the work, subject to certain limitations set by the copyright owner, if the owner can be found. There are a variety of different display options, from Snippet view to a full text display. A copyright owner is included in the Settlement by default. However, a form must be filed to opt-out of the Settlement.

By participating, a copyright owner is binding his, her or its work to the terms of the Settlement Agreement. The benefits to copyright owners who participate are:

- if Google has already digitized a work, the copyright owner is entitled to at least \$60 for each digitized book;
- a copyright owner can specify which display options (Snippet, full length, etc.) Google may use for his or her work;
- a copyright owner can ask Google to remove his, her or its work from the Google Book Search database completely; and
- if Google sells a work, the copyright owner is entitled to a pre-determined percentage of revenues obtained from such sales.

The benefits to copyright owners who opt-out are:

- the copyright owner retains all rights to take later legal action against Google for any illegal uses of their book or insert;
- the terms of the Settlement Agreement, which have no end date, will not apply to a particular copyright owner's work; and
- a copyright owner can specify on the opt-out form whether they want their book removed from the Google Book Search database completely or whether they wish to have Google contact them separately to negotiate different terms for inclusion in the database.

Regardless of which choice is made, we do not recommend removal from Google's Book Search database. It appears that simple inclusion in the database is a fair use and not detrimental to the copyright owner in any way. It also appears to be in an author's best interest to have their work come up in a search through the database, just as website rankings are desirable in connection with





Google searches. Additionally, Google Book Search currently lists, on the right of the screen, which distributors have the book for sale, along with a link for purchase.

That said, we believe it is in the best interest of our clients to opt-out of the Settlement Agreement. The Settlement Agreement applies only to those works published before January 9, 2009. All works created and published after this date will require separate negotiation with Google for inclusion in the Google Book Search database. There is an argument that later negotiated terms may be less favorable, but we believe this speculation is unwarranted. We believe Google will be inclined to offer similar terms for works published after January 5, and that many of our clients may be able to demand more favorable terms or we may be able to do so on an agency wide basis.

Additionally, there is no term limit to the Settlement Agreement. If a copyright owner participates, their work is subject to the Agreement for the term of copyright. We find it questionable to bind some works to the Settlement terms for the term of copyright when we will be in position to negotiate shorter terms for those works created after January 5<sup>th</sup>. Most of our clients have a list of works they have created. It would seem easier to have the same terms applied to all these works, rather than disparate terms for past/present works and future works.

Some rights owners may wish to participate for the cash payment, if applicable, and then tell Google to remove their work(s) from the database. As previously stated, we do not believe it is in the best interest of a client to have their work completely removed from the database. In addition, we are of the belief that Google was correct in its assessment that its stated use of "Snippets" constituted fair use under the US Copyright Act. Consequently, it is punitive to participate in the Settlement to obtain the \$60 dollars Google is offering because such use is legally allowable without payment or permission.

Opting-out of the Settlement Agreement is relatively simple but must be done by **Friday, September 4, 2009**. To opt-out, a rightsholder should go to the Google Book Settlement website at [www.googlebooksettlement.com](http://www.googlebooksettlement.com) and select opt-out from the tabs at the top of the screen. Contact information on the form must be filled out, but a list of the client's affected works is not mandatory. A rightsholder has the option on the form to have Google remove their work from the database or contact the rightsholder to discuss granting certain rights beyond simple inclusion of their works in the database. We recommend that our clients select the box requesting Google contact them and not the box requesting removal from the database and then refer Google to us to negotiate. Our clients who choose to opt-out may file an opt-out form on their own (via the website above) or have the agency file an opt-out form on their behalf. Clients who choose to have the agency opt-out on their behalf should send an email to [googlebooksettlement@wmeentertainment.com](mailto:googlebooksettlement@wmeentertainment.com).

We suggest to our clients that everyone opt-out even if a publisher currently holds exclusive publishing rights to their work. Since the Settlement Agreement applies for the term of copyright, a client may gain control of the applicable rights before the term of copyright expires. It is better to file an opt-out form now so that if reversion occurs, we are positioned to negotiate with Google accordingly. The time limit for opting-out approaching. It is possible, after going through the trouble of opting-out, the Court will not approve the Settlement Agreement and these instructions will be moot. However, if the Court approves the Settlement, we want our clients to be best suited to benefit.

All information contained in this memo is for informational purposes only and not intended to be legal advice. We encourage any clients who feel they are in need of legal advice regarding this matter to consult a licensed attorney.

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID McGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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.

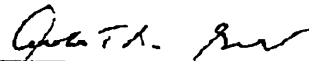
Civil Action No. 05 CV 8136 (DC)

ECF Case

DECLARATION OF ALBERT N. GRECO  
IN SUPPORT OF DEFENDANT GOOGLE INC.'S  
MOTION FOR SUMMARY JUDGMENT

I, Albert N. Greco, declare as follows:

1. I am a Professor of Marketing at Fordham University's School of Business: The Gabelli School of Business and the Graduate School of Business Administration.
  2. I have been retained by Defendant Google Inc. as an expert in this matter to describe the characteristics and practices in the book industry, such as mergers, acquisitions, and reversions, that effect one's ability to locate rights holders for books; the benefits to authors of making it easy for potential readers to find their books; and industry custom and practice pertaining to the sales and marketing of books, and in particular to the practice of allowing potential buyers to search within books.
  3. My expert report, which was submitted in this matter on May 4, 2012, is attached hereto as Exhibit A. The facts in that report stated on my personal knowledge are true and correct. The report also states truly and correctly my opinions in this matter, based on the facts of which I have personal knowledge and the additional information reflected in the report.
- I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on July 23 2012 in New York, New York.



---

Albert N. Greco

## **EXHIBIT A**

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID F. MCGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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**

**EXPERT REPORT OF PROFESSOR ALBERT N. GRECO**

**May 3, 2012**

1. I am a professor of Marketing at Fordham University's Schools of Business: The Gabelli School of Business and the Graduate School of Business Administration. I have studied the U.S. book publishing industry for twenty-seven years. I am the author or editor of twelve scholarly books, twenty scholarly articles, and nineteen chapters in edited volumes. The vast majority of these publications addressed some aspect of the book publishing industry. I also have worked on ten professional books containing essays and statistical datasets about the book industry. My curriculum vitae is attached to this report as Exhibit A. Cases in which I testified previously are listed in Exhibit B. I am being paid \$350 per hour for my work on this case. A list of materials provided by counsel for Google Inc. that I considered in the preparation of this report is attached as Exhibit C; other materials I considered are cited herein.

2. I have been asked to describe the following:

- a. Characteristics and practices in the book industry, such as mergers, acquisitions, and reversions, that affect one's ability to locate rights holders for books;
- b. The benefits to authors of making it easy for potential readers to find their books; and
- c. Industry custom and practice pertaining to the sales and marketing of books, and in particular to the practice of allowing potential buyers to search within books.

3. In brief, my opinion on these topics is as follows:

- a. Given the many factors that make it difficult to trace rights holders, it would be infeasible to clear rights for any comprehensive attempt to digitize books, such as the 20 million plus books in Google Books.
- b. Custom and practice in the book industry recognize that it is both difficult for authors to have their works discovered by potential readers and important for authors to make it easy for readers to find their works. Search tools such as Google Books, which make it easier for authors to be found, benefit rather than harm authors.
- c. Authors are paid for sales, not searches. Both as a matter of industry custom and practice, and in my own personal experience, authors do not receive royalties in return for allowing their works to be searched. Search tools benefit authors, and it makes no sense for authors to demand payment or to be paid for the development of things that help them sell books.

4. I understand that Google has scanned more than 20 million books in connection with the Google Books project.<sup>1</sup> Users may search the text of these books to find books they might wish to buy or check out from a library.<sup>2</sup> For some books that are subject to copyright, a user's search may return a "snippet" of text.<sup>3</sup> On each page that shows a snippet, Google provides links to bookstores or libraries where the book identified by a search may be bought or borrowed.<sup>4</sup> Google displays no more than three snippets in response to a search, no matter how many times a search term appears in a book.<sup>5</sup> Google does not display snippets for reference works such as dictionaries,<sup>6</sup> and its technology prevents users from viewing a full page of a book or stitching snippets together to copy a whole book.<sup>7</sup>

5. Other books are in Google's "Partner Program." Publishers of books in this program have given Google permission to display full pages of text rather than snippets. Over 45,000 publishers have signed up for this program, which includes over 2.5 million books.<sup>8</sup> One of my books, *The Book Publishing Industry*, is in the partner program.

6. The nature of the book publishing industry makes for a very complicated rights situation that, for some books, can be very costly and difficult if not impossible to unravel. Based on my knowledge of the industry, and given the comprehensiveness of Google Books, in my opinion it would not have been possible to find the copyright holder for a significant portion of those books, much less all of them.

---

<sup>1</sup> Declaration of Daniel Clancy in Support of Google's Opposition to Plaintiffs' Motion for Class Certification ¶4. For books that come from libraries working with Google, the library may choose to download a copy of books it has provided to be scanned. Defendant Google Inc.'s Supplemental Narrative Responses and Objections to Plaintiffs' Second Request for Production of Documents and Things, November 2, 2011, p. 8.

<sup>2</sup> *Id.* ¶2.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* ¶3.

<sup>5</sup> *Id.* ¶8

<sup>6</sup> *Id.* ¶9; Deposition of Daniel Clancy, February 10, 2012, at 90; 188.

<sup>7</sup> Clancy Declaration ¶10.

<sup>8</sup> *Id.* ¶6.

7. The Register of Copyrights records 8,636,703 books registered between 1923 and 2009.<sup>9</sup> These books are the product of many different publishers. The Commerce Department, for example, tracks slightly more than 3,000 publishing firms.<sup>10</sup> That 45,000 publishers participate in Google's Partner program indicates that the Commerce Department data reveal just the tip of the iceberg.

8. This large number of publishers is not static. From a rights clearance point of view it can represent a moving target because mergers and acquisitions are common in the book publishing industry. Particularly in the 1960s, a trend in which companies undertook conglomerate mergers led to the acquisition, and sometimes repeated acquisition, of publishers.<sup>11</sup> Conglomerate mergers often did not work out, however, which led to more transactions as conglomerates divested their publishing interests. Overall, there were 1,253 mergers and acquisitions reported in the book industry between 1960 and 2001.<sup>12</sup> These transactions affect

<sup>9</sup> See historical data related to the Annual Report of the Register of Copyrights covering the years 1923-2009 at [www.loc.gov](http://www.loc.gov). Data for 2005 was not available; no estimate was made for that year. I also reviewed annual new book title output from the R.R. Bowker Company. Between 1923 and 2009, Bowker listed 6,178,247 new published books. Jean Peters. "Book Industry Statistics from the R.R. Bowker Company." *Publishing Research Quarterly* 8, 3 (Fall 1992): 12-23. Also see various issues of *The Bowker Annual* and *The Library and Book Trade Almanac* 1990-2000; and Bowker press release "New Book Titles and Editions, 2002-2010; May 2011. *The Bowker Annual* changed its name to *The Library and Book Trade Almanac* in 2008. Also see Albert N. Greco. *The Book Publishing Industry* 2<sup>nd</sup> ed. (Mahwah, NJ: Erlbaum, 2004), pages 338-341.

<sup>10</sup> See U.S. Department of Commerce, Bureau of the Census. *The Statistical Abstract of the United States 2012* (Washington, DC: U.S. Department of Commerce, Bureau of the Census, 2012), page 709, Table 1128. Also see [www.census.gov/services/sas/data\\_summary51.html](http://www.census.gov/services/sas/data_summary51.html); [www.census.gov/services/sas/sas\\_data/sas51.html](http://www.census.gov/services/sas/sas_data/sas51.html).

<sup>11</sup> For example, Bantam Books was launched in 1945 by Ian and Betty Ballantine. At that time, the company was owned by the Curtis Circulation Company, Grosset & Dunlap, and a few other investors. In 1968 Bantam was sold to National General Cinema, which was itself sold to the American Financial Corporation when it acquired National General Cinema in 1973. That same year Giovanni Agnelli's Instituto Finanziario Industriale (IFI) purchased Bantam for \$70 million. In 1976 Agnelli sold 51% of Bantam to Bertelsmann AG. In 1986 Bertelsmann purchased Doubleday Dell, merging them into Bantam Doubleday Dell. In 1998 Bertelsmann bought Random House from the Newhouse-Conde Nast operation.

<sup>12</sup> Albert N. Greco. "Mergers and Acquisitions in the U.S. Book Publishing Industry: 1960-1989," in *International Book Publishing: An Encyclopedia*, ed. Philip G. Altbach and Edith S. Hoshino (New York: Garland Publishing, 1995), pp. 229-242; Albert N. Greco. "Publishing Economics: Mergers and Acquisitions Within the Publishing Industry 1980-1989," in *Media Economics: Theory and Practice*, ed. Alison Alexander, James Owers, and Rodney Carveth (Hillsdale, NJ: Erlbaum, 1993), pages 205-224; Albert N. Greco. "The Impact of Horizontal Mergers and Acquisitions on Corporate Concentration in the U.S. Book Publishing Industry: 1989-1994," *The Journal of Media Economics* 12, 3(Fall 1999): 165-180; Albert N. Greco. "Market Concentration in the U.S. Consumer Book Industry: 1995-1996," *The Journal of Cultural Economics* 24, 4 (November 2000): 321-336; Albert N. Greco, Clara E. Rodriguez, and Robert M. Wharton. *The Culture and Commerce of Publishing in the*



rights clearance because some companies or imprints were consolidated into existing companies and some were acquired and terminated with little or no public notice. Some publishers, of course, simply went out of business.<sup>13</sup>

9. Rights clearance can also be a moving target because even if a publisher stays in business and keeps its name, the rights to a particular book may have reverted to the author.<sup>14</sup> Publishers typically have the right to declare a book out of print; in some cases such a declaration either causes the rights to revert to the author or allows the author to claim the rights.<sup>15</sup> I have signed 12 book contracts and have obtained reversions of the rights in my own books. No public notice is required if that happens. A person or company looking to clear copyright on a book might have no way of knowing whether to contact the publisher or the author or authors. Authors, such as plaintiffs in this case, may not be sure if they have the rights to their books.<sup>16</sup> If the publisher did not keep good records, it might not know whether it had the rights to a particular book, either.

10. In addition to reversion, publishers, authors, or the estates of authors periodically sell print book rights. Some of these sales are well publicized by the media but most such transactions receive little or no public notice. There is no central agency or office reporting or tracking these rights transactions. In the vast majority of cases in which rights were sold, looking at the name of a book's publisher likely would not reveal who currently held the rights.

11. As part of my scholarly study of the book publishing industry, I have discussed sales and marketing practices with over 50 academic publishers and with large commercial

---

*21<sup>st</sup> Century* (Stanford: Stanford University Press, 2007), pages 10-15; Albert N. Greco. *The Book Publishing Industry 2<sup>nd</sup> ed.* (Mahwah, NJ: Erlbaum, 2004), pages 64-67.

<sup>13</sup> Deposition of Joseph Goulden, January 6, 2012 pp. 70:6-71:6; Deposition of Jim Bouton 53:7-15.

<sup>14</sup> Goulden deposition pp. 61:22-24; Bouton deposition 75:3-9.

<sup>15</sup> Mr. Goulden testified in his deposition the "common industry practice" is "[w]hen it goes out of print, it's yours." *Id.* at 69: 12-14.

<sup>16</sup> Deposition of Betty Miles, January 3, 2012, pp.14-16; Goulden deposition 71:21-72:2.

publishers such as Random House, Penguin, HarperCollins, Simon & Schuster, Hachette, and Macmillan. I am of course familiar with the sales and marketing efforts for my books.

12. It is both important and hard for an author to attract the public's attention to his or her book. The marketplace is crowded. Between 2008 and 2010 almost five million new book titles and editions were released.<sup>17</sup> These books compete for an audience with each other, with books from previous years that might catch a reader's eye, and with things other than books a reader might choose to buy. Especially given this situation, the easier it is for a reader to find an author's book and learn about it the more likely it is that the reader will buy it.

13. Bookstore shelf space is very scarce. The number of book outlets in the U.S. has declined over the past several years: there were 25,137 outlets in the U.S. in 2002 and by 2010 that total had declined to 16,968.<sup>18</sup> Competition for space in the remaining outlets is strong. Between 2005 and 2010 traditional publishers alone issued over 1.7 million new titles, while a very large bookstore, such as the typical Barnes and Noble Superstore, carries between 150,000 and 170,000 unique book titles. (And the space such stores devote to books is shrinking, as they devote more space to games and toys.)<sup>19</sup> A book that does not sell well in such a store may be pulled from the shelves and returned to the publisher for a refund or credit, so even books that find space on the shelves may not stay there very long. There is also intense competition for book "shelf space" at other retailers, including specialty retailers such as Costco and Target.

14. To get the attention of consumers in this environment, publishers often use some of a book's content to promote the book and they do not pay royalties for such uses.<sup>20</sup> The "snippet" view in Google Books is consistent with the types of uses considered promotional in the book industry. Indeed, as noted above, books in Google's Partner Program display more text

<sup>17</sup> R.R. Bowker. "Print Isn't Dead, Says Bowker's Annual Book Production Report." May 18, 2011. The 2010 data in this report are estimated.

<sup>18</sup> Dave Bogart, ed. *The Library and Book Trade Almanac*; various years. These totals exclude supermarkets (approximately 35,354) and convenience stores (about 120,000).

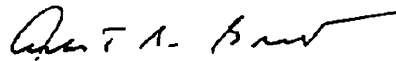
<sup>19</sup> Jim Milliot, Mixed Signals From B&N, *Publisher's Weekly*, December 2, 2011.

<sup>20</sup> Goulden deposition 78: 5-9.

than just snippets and over 45,000 publishers have signed up to partner with Google. I consider the full pages of text of *The Book Publishing Industry* that are available on Google Books to be a promotional use that is entirely consistent with sales and marketing custom and practice in the book publishing industry. Authors do not get paid for such promotional uses; they get paid when books are sold.<sup>21</sup>

15. For these reasons, I do not believe there is a market for licensing “search options” such as “Search inside this book” and/or “snippets” of text. Based on my study of the book publishing industry as well as my own experience as an author, I see no reason to believe a market for snippet views, or for simply indexing books in a searchable form, is likely to emerge. Such indexing exists now on websites such as Amazon and it generates no payments for authors. More generally, it seems to get the economics of book publishing backward to think authors would or could charge a royalty for things that make it easier for readers to find their books, learn about them, and hopefully buy them. The market in which you pay me money to help potential buyers find my book is not a reasonable or realistic market.

Dated: May 3, 2012



---

Albert N. Greco

---

<sup>21</sup> And if the book is out of print, any promotional uses will typically only lead to the sale of used books, for which authors do not receive payment at all.

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID McGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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 KURT GROETSCH SUPPORT OF DEFENDANT GOOGLE  
INC.'S MOTION FOR SUMMARY JUDGMENT**

I, Kurt Groetsch, hereby declare under penalty of perjury:

1. I am Technical Collections Specialist for Defendant Google Inc. in the above-captioned civil action. I submit this declaration in support of Defendant's Motion for Summary Judgment. I make this declaration based on personal knowledge of the facts and circumstances set forth herein.
2. I hold a Master's Degree in Library and Information Science from the University of Illinois at Urbana-Champaign. After receiving that degree in 2006, I worked as a metadata librarian at the University of Illinois at Urbana-Champaign until joining Google in 2007.
3. In my work at Google, I use my expertise in library cataloging and electronic library systems and standards to analyze library collections and consult with Google Books engineers regarding library records and library cataloging practices.
4. Library catalogs contain bibliographic information about books, as well as specific information about the location of particular copies of books held by libraries. That data generally includes the title, author, publisher, publication year, and information about the physical form of the book, such as its number of pages and its size.
5. A library catalog record generally also includes a "call number" which identifies a book's location in the library's stacks. The "call number" may be of one of a number of types; the Dewey Decimal system is one well-known system of call numbers, as is the classification system established by the Library of Congress. A given copy of a book in a given library has only a single call number, even if it relates to more than one topic.
6. In addition, a library catalog record generally includes one or more subject-area categories to which a book relates. For example, the record for the first edition of *Ball Four* in the Library of Congress catalog lists it under two subject headings: "Bouton, Jim" and

“Baseball.” See <http://lcn.loc.gov/78120125>. Some books are listed under more subject headings: for example, Joseph Goulden’s book *Jerry Wurf: Labor’s Last Angry Man* is listed under three subject headings: “Wurf, Jerry, 1919-,” “AFSCME,” and “Labor unions—United States—Officials and employees—Biography.” See <http://lcn.loc.gov/81070110>.

7. The Library of Congress *Subject Headings Manual* recommends that cataloging librarians generally assign no more than six subject headings to a particular work, and states that Library of Congress practice is to assign no more than ten subject headings under any circumstances. See [http://www.loc.gov/cds/PDFdownloads/shm/SHM\\_2010-02.pdf](http://www.loc.gov/cds/PDFdownloads/shm/SHM_2010-02.pdf) at 12.

8. A library catalog record does not include the contents of a book’s index (though it frequently does indicate whether the book has an index). Nor does a library catalog record include the text of a book.

9. Some library catalog records include “Titles of separate works or parts of an item or the table of contents.” <http://www.loc.gov/marc/bibliographic/bd505.html>. These records include chapter titles, but do not include the index or full contents of the book. I have reviewed Google’s database of library “MARC” records, and found that only 4.52% of those records contain this type of information.

10. Because a library catalog does not include the text of a book, library catalogs cannot be used to find books by searching for words or phrases that appear in the text.

11. For this reason, for example, a search of the Library of Congress catalog for “Steve Hovley” returns no results. See [http://catalog.loc.gov/cgi-bin/Pwebrecon.cgi?DB=local&Search\\_Arg=steve+hovley&Search\\_Code=GKEY%5E\\*&CNT=100&hist=1&type=quick](http://catalog.loc.gov/cgi-bin/Pwebrecon.cgi?DB=local&Search_Arg=steve+hovley&Search_Code=GKEY%5E*&CNT=100&hist=1&type=quick). That search does not locate, for example, *Ball Four* because Steve Hovley is not among the subject headings assigned to that book and listed in the online catalog.

12. A search of Google Books for “Steve Hovley,” on the other hand, returns dozens of books which discuss that major leaguer, including *Ball Four* and a book about the 1969 Seattle Pilots (for whom Hovley played). *See* <https://www.google.com/search?q=steve+hovley&btnG=Search+Books&tbm=bks&tbo=1> .

13. Similarly, a search of the Library of Congress catalog for “Minoru Yasui” returns 23 books, only one of which has information about the Oregon lawyer (born in 1915) who challenged the constitutionality of curfews targeted at minority groups, and most of which are by or about the linguist of the same name born in 1921. *See* [http://catalog.loc.gov/cgi-bin/Pwebrecon.cgi?DB=local&Search\\_Arg=minoru+yasui&Search\\_Code=GKEY%5E\\*&CNT=100&hist=1&type=quick](http://catalog.loc.gov/cgi-bin/Pwebrecon.cgi?DB=local&Search_Arg=minoru+yasui&Search_Code=GKEY%5E*&CNT=100&hist=1&type=quick). The one book containing information about Mr. Yasui that is found by this search includes chapter titles in its catalog record, and lists among those chapters, “Gordon Hirabayashi, Fred Korematsu, and Minoru Yasui, Internment resistance fighters.” [http://catalog.loc.gov/cgi-bin/Pwebrecon.cgi?v3=17&ti=1,17&SEQ=20120717170251&Search\\_Arg=minoru%20yasui&Search\\_Code=GKEY%5E%2A&CNT=100&type=quick&PID=Q5GJ1fG1S3aTAkBvnuuY3iYPWxD&SID=1](http://catalog.loc.gov/cgi-bin/Pwebrecon.cgi?v3=17&ti=1,17&SEQ=20120717170251&Search_Arg=minoru%20yasui&Search_Code=GKEY%5E%2A&CNT=100&type=quick&PID=Q5GJ1fG1S3aTAkBvnuuY3iYPWxD&SID=1)

14. By contrast, a search of Google Books returns dozens of books available in bookstores and libraries with information about Mr. Yasui, from a reproduction of the Supreme Court filings in *Yasui v. United States* to an oral history of Japanese settlers in Oregon which contains a 28-page chapter by Yasui recounting his experience. *See* <https://www.google.com/search?q=minoru+yasui&btnG=Search+Books&tbm=bks&tbo=1>.

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

Executed on this 25<sup>th</sup> day of July, 2012 at Mountain View, California.

  
Kurt Groetsch



DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID McGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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 BRUCE S. HARRIS  
IN SUPPORT OF DEFENDANT GOOGLE INC.'S  
MOTION FOR SUMMARY JUDGMENT**

I, Bruce S. Harris, declare as follows:

1. I have been employed in the publishing industry for more than 40 years, including work as marketing director for Crown Books, founder of the Harmony Books imprint, and President of Trade Sales and Marketing at Random House. I became a consultant in 2004 and have worked for both authors and publishers in that capacity.

2. I have been retained as an expert in this matter by Defendant Google Inc. to describe the custom and practice in the publishing industry with regard to how book content is used to promote sales.

3. My expert report, which was submitted in this matter on May 4, 2012, is attached hereto as Exhibit A. The facts in that report stated on my personal knowledge are true and correct. The report also states truly and correctly my opinions in this matter, based on the facts of which I have personal knowledge and the additional information reflected in the report.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on July 23, 2012 in New York, New York.

  
Bruce S. Harris

## **EXHIBIT A**

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID F. MCGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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**

**EXPERT REPORT OF BRUCE S. HARRIS**

**May 3, 2012**

**CONFIDENTIAL INFORMATION**

**I. Scope of work and qualifications**

1. I have been asked to describe the custom and practice in the publishing industry with regard to how book content is used to promote sales. This report sets forth my background and the basis for my opinion, which is that Google Books' display of the content of books is consistent with that custom and practice and is likely to benefit authors rather than to harm them.

2. I began my publishing career at The Crown Publishing Group as a salesman, became Marketing Director in 1970 and founded the Harmony Books imprint in 1973. In 1980 I became Director of Publishing for the Crown Group, where we published *The Joy of Sex*, Martha Stewart's *Entertaining*, and Douglas Adams' *Hitchhikers Guide to the Galaxy*, among other notable books.

3. In 1988 I became President of Trade Sales and Marketing at Random House and supervised successful publishing strategies for books by Colin Powell, Tom Peters, and hundreds of other bestsellers. In 1999 I became Publisher-COO at Workman Books and designed and executed campaigns for N.Y. Times Bestsellers: *1,000 Places To See Before You Die* by Patricia Schultz, *Younger Next Year* by Chris Crowley and Henry S. Lodge and *The French Laundry Cookbook* by Thomas Keller and Deborah Jones. I became a consultant in 2004 and have worked for both authors and publishers in many capacities, specializing in marketing and sales. In the last two years I have worked with authors to set up independent publishing companies and have established publishing divisions for Anomaly Productions and The Cooking Lab, to name two.

4. I am the former chair of the Trade Committee of the American Association of Publishers and a past president of the Publisher's Lunch Club. I am a senior faculty advisor at the Yale Publishing Course and have taught at the Stanford University Publishing Course; I lecture frequently at Pratt Institute and Pace University on publishing topics. My topic at the Yale Publishing Course is how to cope with the severe disruption that is occurring in publishing today as a result of changing technology. My CV is attached to this report as Exhibit A. I am being compensated at a rate of \$450 per hour for my work. My compensation is not contingent on my opinion or the result in this case. A list of materials provided by counsel for Google Inc.

that I considered in the preparation of this report is attached as Exhibit B; other materials I considered are cited herein. A list of the matters in which I have provided expert testimony is attached as Exhibit C.

## **II. Google Books**

5. Google has scanned more than 20 million books, which users may search using Google's search engine.<sup>1</sup> For some books that are subject to copyright, a user's search may return a "snippet" of text, which is about an eighth of a page in length.<sup>2</sup> With snippets, Google provides links to bookstores where a user can buy the book found by the search.<sup>3</sup> Google uses technical devices to prevent users from viewing a full book page or from compiling a book out of snippets.<sup>4</sup> Google does not display snippets for reference works such as dictionaries.<sup>5</sup>

6. More than 45,000 publishers have signed up to be part of Google's "Partner Program." Publishers of books in this program have given Google permission to display more text than is contained in snippets. Over 2.5 million books are in this program.<sup>6</sup>

## **III. It is important to authors that their works be easy to find but the marketplace is increasingly crowded**

7. Discoverability is one of the most important factors in an individual title's chance of success. Getting noticed can mean sales and sales are the primary way that authors can increase their royalties and income. Authors benefit when books are easy to find but it is getting

---

<sup>1</sup> Declaration of Daniel Clancy in Support of Google's Opposition to Plaintiffs' Motion for Class Certification ("Clancy Decl."), ¶4.

<sup>2</sup> Clancy Decl., ¶2.

<sup>3</sup> Clancy Decl., ¶2.

<sup>4</sup> Clancy Decl., ¶8, ¶10.

<sup>5</sup> Clancy Decl., ¶9.

<sup>6</sup> Clancy Decl., ¶6. I also understand that Google has scanned books from some libraries and that a library that has given Google a book to scan may choose to download a copy of that scan. Defendant Google Inc.'s Supplemental Narrative Responses and Objections to Plaintiffs' Second Request for Production of Documents and Things, November 2, 2011, p. 8.

more and more difficult to draw the public's attention to any particular title. There is so much static that most authors are finding it increasingly difficult to get noticed.

8. The most recent and most reliable projection is that over three million books were published in the U.S. in 2010.<sup>7</sup> At the same time, bookstore sales have declined since 2007.<sup>8</sup> In general, increases in sales of e-books have not as yet offset declines in print sales.<sup>9</sup> One publisher reports that the average U.S. nonfiction book is now selling fewer than 3,000 copies over its lifetime.<sup>10</sup> The averages are skewed by a relatively small number of bestsellers; very few titles are big sellers.

9. The business has changed in the digital age. For one thing, the overwhelming majority of books never see the inside of a bookstore. One publisher estimates that up to 1,000 or more titles may compete for space on a bookstore's shelf.<sup>11</sup> As sales migrate to e-books and shopping migrates to e-bookstores, the methods that readers use to select books are also changing. *Publishers Weekly* recently published a graph showing how readers find, or "discover" a book. While personal recommendations are still the most popular method, search engines now account for over 20% of buying decisions—almost the same percentage of sales attributable to advertising.<sup>12</sup>

#### **IV. The publishing industry traditionally has made royalty-free promotional uses of content to increase interest in and sales of books**

10. For decades publishers and authors have promoted books by giving away material from inside the book to increase buyer awareness and influence sales. These promotional uses of partial texts can take many forms. One of the most well known is to use sentences or paragraphs

<sup>7</sup> May 18, 2011 Bowker Report, available at [http://www.bowker.com/en-US/aboutus/press\\_room/2011/pr\\_05182011.shtml](http://www.bowker.com/en-US/aboutus/press_room/2011/pr_05182011.shtml). This report is Bowker's estimate based on preliminary data.

<sup>8</sup> Jim Milliot, *Bookstore Sales Slipped in 2011*, *Publisher's Weekly*, February 17, 2012.

<sup>9</sup> Jim Milliot, *The Evidence Mounts*, *Publishers Weekly*, March 5, 2012.

<sup>10</sup> <http://www.bkpextranet.com/AuthorMaterials/10AwfulTruths.htm>.

<sup>11</sup> <http://www.bkpextranet.com/AuthorMaterials/10AwfulTruths.htm>

<sup>12</sup> Jim Milliot & Judith Rosen, *Moving Toward A Hybrid Market*, *Publisher's Weekly*, January 20, 2012.

of an author's words on the jacket flaps of hard cover books or the back covers or opening pages of paperbacks. Two examples of this kind of use are attached as Exhibit D.

11. When publishers are promoting books they sometimes print chapters or short excerpts and distribute those in advance to bookstores and influential readers hoping that by offering a taste of the contents they will raise interest and get people interested in reading more and carrying the book in their stores. Publishers and authors also print excerpts of books to be sent to select lists of people or given away at bookstores or fan gatherings. An example of such an excerpt is attached as Exhibit E. Entire chapters of a book also may be distributed. An example of such a chapter is attached as Exhibit F.<sup>13</sup>

12. Publishers of illustrated books including cookbooks make "blads" showing the table of contents and selected recipes and give these blads away to create interest and increase sales. When I published *Entertaining* by Martha Stewart, for example, we featured some of her recipes to give readers a taste of the books contents and style. Attached as Exhibit G is a promotion piece illustrating a promotional use of this type of content.

13. Publishers' publicity departments and authors strive to get their content onto widely read websites and often offer free tastes in the form of recipes or other content from their books at no charge. Attached as Exhibit H is an example from the Huffington Post about a new cookbook which features five recipes that the author is letting readers have for free to give them a taste so they will try them and then buy her book. This is essentially an online blad. Clicking on one of the links in Exhibit H takes a reader to a recipe.

14. In sum, publishers and authors today realize that they must do a lot of promotion to get attention. In today's very crowded marketplace the traditional ways of getting attention—newspapers, radio and television—are less and less interested in authors unless they are celebrities; the ordinary writer must find other ways to get noticed. The display of snippets in

---

<sup>13</sup> The Authors Guild gives similar advice to its members with respect to books they wish to get back in print. Deposition of Paul Aiken at 175-76 (April 19, 2012).



Google Books, and the display of more text for books in the Partner Program, is consistent with publishing industry custom and practice in using a book's content to increase awareness and potentially increase sales of a book.

**V. Authors earn money from selling books and becoming well known, not from having their work searched**

15. Authors and publishers have long believed that allowing customers to look through books helps drive sales. Before the Internet the usual way of buying books involved visiting a bookstore to either select a particular title or to browse the many titles available. I have closely observed bookstore customers' behavior for over 50 years. Most people look at the array of book covers and then pick up titles that may interest them for one reason or another. Almost invariably bookstore customers look at front covers first, then the back cover; if they are still interested they usually open the book and read a few paragraphs to see if they think the book is worth purchasing.

16. I see Google's use of content as serving a similar purpose, in that it helps a prospective consumer evaluate whether the book is of interest to him. At the same time, Google has been careful to make sure that snippets cannot be used to piece a whole book together, so if the reader wants more he will be required to buy the book and thus provide revenue to the author and publisher.<sup>14</sup>

17. I think that search methods such as Google Books or Amazon's "Search Inside The Book" help prospective customers make the decision to purchase a book that they have digitally browsed. In my opinion, just as authors do not expect to be paid as people browse their books in bookstores, so they should not and indeed do not expect to be remunerated for digital browsing. Neither authors nor publishers get paid from Internet searches such as the Huffington Post and Amazon examples mentioned above. Rather, authors and publishers hope that the search will result in eventual sales.

---

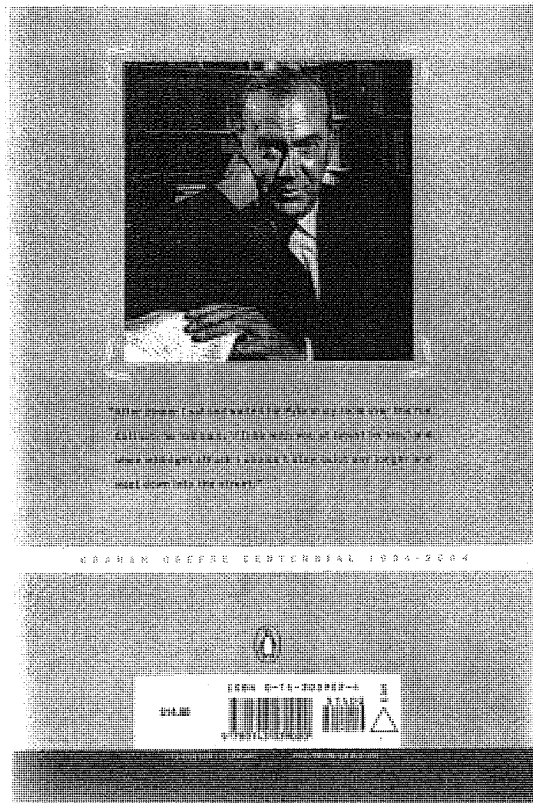
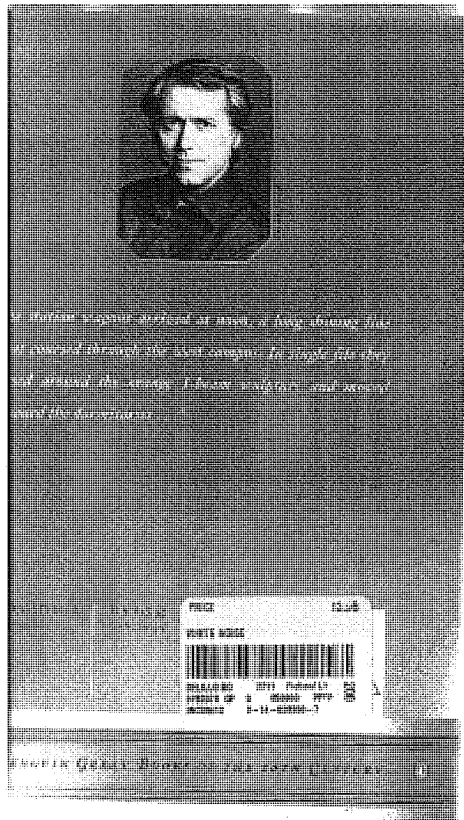
<sup>14</sup> Clancy Declaration, ¶8.

18. Like browsing, searching through a book and receiving snippets of text around a search term is not taking something from the author. It is a promotional way of increasing consumers' ability to locate and purchase books that are of interest to them, which in turn creates income for both publishers and writers. As the history and examples discussed above show, in the publishing industry, you don't try to charge people money for doing things that might help you make a sale.

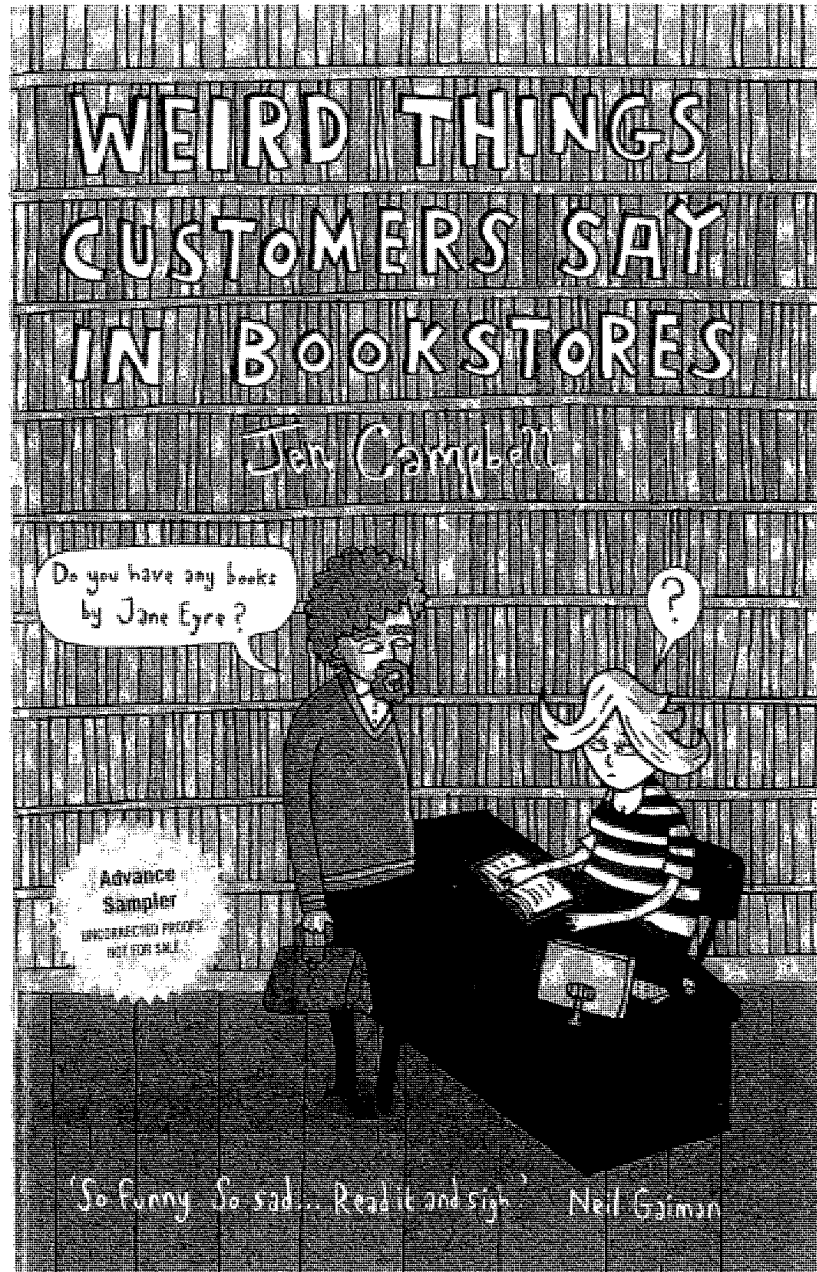
<sup>3</sup>  
Dated: May 4, 2012

  
\_\_\_\_\_  
Bruce S. Harris

## Exhibit D



## Exhibit E



*A SELECTION FROM*

WEIRD  
THINGS  
CUSTOMERS  
SAY IN  
BOOKSTORES

Jen Campbell

Illustrated by the Brothers McLeod



THE OVERLOOK PRESS  
NEW YORK, NY



JEN CAMPBELL

**LITERARY PURSUITS**

CUSTOMER: Do you have any books by Jane Eyre?

◆

CUSTOMER: Do you have a copy of *Nineteen Eighty Six*?

BOOKSELLER: *Nineteen Eighty Six*?

CUSTOMER: Yeah, Orwell.

BOOKSELLER: Oh — *Nineteen Eighty Four*.

CUSTOMER: No, I'm sure it's *Nineteen Eighty Six*; I've always remembered it because it's the year I was born.

BOOKSELLER: . . .

◆

CUSTOMER: Excuse me, do you have any signed copies of Shakespeare plays?

BOOKSELLER: Er . . . do you mean signed by the people who performed the play?

CUSTOMER: No, I mean signed by William Shakespeare.

BOOKSELLER: . . .

◆

CUSTOMER: Do you have a copy of *Mrs. Dalloway*, but, like, really old—so from, like, 1850?

BOOKSELLER: . . .

◆





JEN CAMPBELL



**CUSTOMER:** Did Beatrix Potter ever write a book about dinosaurs?



**CUSTOMER:** I don't know why she wants it, but my wife asked for a copy of *The Dinosaur Cookbook*.

**BOOKSELLER:** *The Dinah Shore Cookbook?*

**CUSTOMER:** That must be it; I wondered what she was up to.



**CUSTOMER:** Where do you keep *Hamlet*? You know 'to be or not to be'? Is it in philosophy?



## WEIRD THINGS CUSTOMERS SAY IN BOOKSTORES

**CUSTOMER:** Do you have any old copies of Dickens?

**BOOKSELLER:** We've got a copy of *David Copperfield* from 1850 for £100.

**CUSTOMER:** Why is it so expensive if it's that old?



**CUSTOMER:** I'm looking for a biography to read that's really interesting. Could you recommend one?

**BOOKSELLER:** Sure. What books have you read and liked?

**CUSTOMER:** Well, I really loved *Mein Kampf*.

**BOOKSELLER:** . . .

**CUSTOMER:** Loved is probably not the right word.

**BOOKSELLER:** No. Probably not.

**CUSTOMER:** Liked, is probably better. Yes. Liked. I liked it a lot.

**BOOKSELLER:** . . .



JEN CAMPBELL

**YOU WANT WHAT?**

**CUSTOMER:** Do you have any medical textbooks?

**BOOKSELLER:** Sorry, no. They go out of date so quickly we don't stock them, but I can order one in for you.

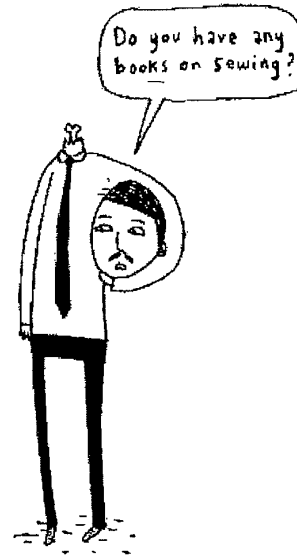
**CUSTOMER:** I'm not worried about it being in date.

**BOOKSELLER:** Does your university not request you have a specific edition?

**CUSTOMER:** Oh, I'm not a medical student, I just want to learn how to do stitches.

**BOOKSELLER:** . . . Right.

**CUSTOMER:** Do you have a book on sewing, instead?



**CUSTOMER:** I read a book in the sixties. I don't remember the author, or the title. But it was green, and it made me laugh. Do you know which one I mean?

**CUSTOMER:** Do you have a book of mother-in-law jokes? I want to give it to my mother-in-law as a joke. But, you know, not really as a joke at all.

WEIRD THINGS CUSTOMERS SAY IN BOOKSTORES



**CUSTOMER:** Do you have this book (*holds up a biography*) but without the photographs?

**BOOKSELLER:** I think the photographs are published alongside the text in every edition.

**CUSTOMER:** Why?

**BOOKSELLER:** I suppose so you can see what everyone looked like.

**CUSTOMER:** I don't like photographs.

**BOOKSELLER:** Ok.

**CUSTOMER:** Could you cut them out for me?

**BOOKSELLER:** . . .



**CUSTOMER:** Do you have a copy of *Jane Eyre*?

**BOOKSELLER:** Actually, I just sold that this morning, sorry!

**CUSTOMER:** Oh. Have you read it?

**BOOKSELLER:** Yes, it's one of my favorite books.

**CUSTOMER:** Oh great (*sits down beside bookseller*). Could you tell me all about it? I have to write an essay on it by tomorrow.



JEN CAMPBELL



**CUSTOMER:** Some of these books are dusty . . . can't you vacuum them?

◆

**CUSTOMER:** I've forgotten my glasses, could you read the beginning of this book to me to see if I like it?

◆

**CUSTOMER:** Do you have a book that has a list of aphrodisiacs? I've got a date on Friday.

◆

**CUSTOMER** (*holding up a Jamie Oliver cookbook*): Would you mind if I photocopied this recipe?

**BOOKSELLER:** Yes, I would.

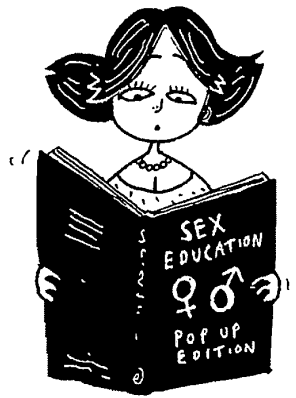
8

## WEIRD THINGS CUSTOMERS SAY IN BOOKSTORES

**CUSTOMER:** Do you have anything in this shade of green, to match the wrapping paper I've bought?



**CUSTOMERS:** Do you have any pop-up books on sex education?



**CUSTOMER:** Do you have any second hand crosswords?

**BOOKSELLER:** You mean crosswords that have already been filled in?

**CUSTOMER:** Yes. I love crosswords, but they're so difficult.



**CUSTOMER:** What books could I buy to make guests look at my bookshelf and think: 'Wow, that guy's intelligent'?



JEN CAMPBELL

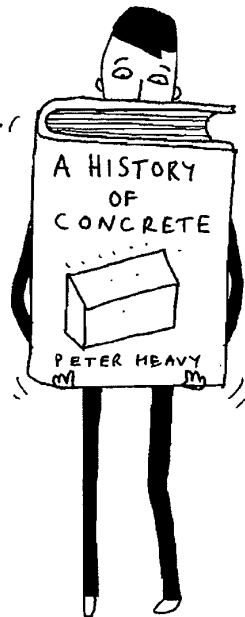
CUSTOMER: I'm always on night shift at work.

BOOKSELLER (*jokingly*): Is that why you're buying so many vampire novels?

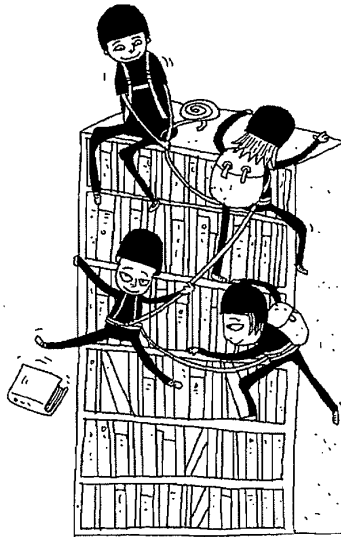
CUSTOMER (*seriously*): You can never be too prepared.



CUSTOMER: I'd like to buy your heaviest book, please.



WEIRD THINGS CUSTOMERS SAY IN BOOKSTORES

**PARENTS AND KIDS**

**CUSTOMER:** My children are climbing your bookshelves. That's ok, isn't it? They won't topple over, will they?



*(Customer comes into the store with her five-year-old son)*

**CUSTOMER:** Come on, Alfie, take your shoes off.

**BOOKSELLER:** It's ok . . . you don't have to take your shoes off to come into the bookstore.

**CUSTOMER:** Please don't encourage him. I'm trying to train him to remember to take his shoes off in the house because we got new carpets. The more he does it, the more he'll remember.





JEN CAMPBELL

**CUSTOMER:** I'm just going to pop to the supermarket to do the weekly shopping. I'm just going to leave my sons here, is that ok? They're three and five. They're no bother.

◆

**CUSTOMER:** Do you have a book on the Enlightenment?

**BOOKSELLER:** Sure.

**CUSTOMER:** Excellent. My son's just about to start studying it at school. It's all about the light bulb being invented, isn't it?

◆

**BOY:** Mommy, can I have this book?

**WOMAN:** Go and see if your dad will buy it for you.

**BOY:** Dad! Mommy says if you don't buy me this book, then you can't sleep in her bed tonight!

### **ISN'T IT OBVIOUS?**

**CUSTOMER:** Are all of your books for sale, or just some of them?

◆

**CUSTOMER:** Do you have a copy of *Bridget Jones: The Edge of Reason*? I can't see it on the shelf.

**BOOKSELLER:** I'm afraid we don't, but I can order it for you, and it'll be here in the next forty-eight hours. We could even post it to you if you'd like?

**CUSTOMER:** I don't trust the post office. Could you fax it instead?

## WEIRD THINGS CUSTOMERS SAY IN BOOKSTORES

**CUSTOMER:** This might be a stupid question, but do you sell milk?

**CUSTOMER:** Do you sell lottery tickets?

**CUSTOMER:** Do you sell screwdrivers?



**CUSTOMER:** Do you have Philip Pullman's *The Book of Dust*?

**BOOKSELLER:** No, I don't think a publication date has even been set for that book yet.

**CUSTOMER:** I know, it's just I thought you might already have a copy, considering you're an antiquarian bookstore.

**BOOKSELLER:** . . . Antiquarian means old. We don't have books, you know, from the future.

**CUSTOMER:** Ah.



**CUSTOMER:** Where are your fictional novels?



**CUSTOMER:** What kind of bookstore is this?

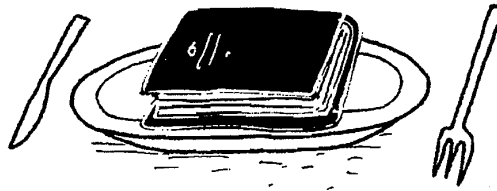
**BOOKSELLER:** We're an antiquarian bookstore.

**CUSTOMER:** Oh, so you sell books about fish.

JEN CAMPBELL

CUSTOMER: Is this book edible?

BOOKSELLER: . . . No.



**WELL EXCUSE ME**

CUSTOMER: What's your name?

BOOKSELLER: Jen.

CUSTOMER: Hmmm. I don't like that name. Is it ok if I call you something else?



CUSTOMER: Have you read every single book in here?

BOOKSELLER: No, I can't say I have.

CUSTOMER: Well you're not very good at your job, are you?



*(an old lady approaches the till)*

CUSTOMER: Yes? What do you want?

WEIRD THINGS CUSTOMERS SAY IN BOOKSTORES

BOOKSELLER: Erm, I rather thought that I might be able to help you.

CUSTOMER: Don't be ridiculous. Do I look as if I need your help . . . ?

◆

CUSTOMER: Do you have security cameras in here?

BOOKSELLER: Yes.

CUSTOMER: Oh. *(customer slides a book out from inside his jacket and places it back on the shelf)*

◆

BOOKSELLER: Hi, can I help you at all?

CUSTOMER: I don't give a damn about books—they bore me.

BOOKSELLER: I'm not sure you're in the right place, then.

CUSTOMER: No, I am. I just wanted to ask what specific color you painted your bookshelves? I love this color. I mean, the right color can make books look more appealing, can't it?

BOOKSELLER: Can it?

CUSTOMER: And the smell of the paint takes away the smell of the books, too. Which is also a plus.

◆

CUSTOMER: Do you have the time?

BOOKSELLER: Yes. It's just after four o'clock.

CUSTOMER: No, it isn't.

◆

JEN CAMPBELL

*Phone rings.*

BOOKSELLER: Hello.

CUSTOMER: Hi. I was wondering if you could help me. I'm looking for a book for my niece. She's six and I've no idea what to buy her.

BOOKSELLER: Sure. What kinds of things is she in to?

CUSTOMER: I don't really know. I don't see her very often—my sister lives abroad.

BOOKSELLER: Ok, what's her name?

CUSTOMER: Sophie.

BOOKSELLER: Ah, well, have you considered the Dick King Smith *Sophie* series? There's even a book called *Sophie's Six*.

CUSTOMER: Ok, sure, that sounds like a good idea.

BOOKSELLER: Do you want me to double check that we have those in stock? I'm pretty sure we do.

CUSTOMER: No, it's ok. I'm just going to order them online.

BOOKSELLER: But . . . we just gave you the recommendation.

CUSTOMER: I know, and I appreciate it. It's such a pain Amazon doesn't have a function for that. But I know I can rely on you guys for advice.

BOOKSELLER: . . .

◆

CUSTOMER: I tell you something, you must get some odd requests, working here.

## Exhibit F



**DEATH WILL EXTEND YOUR VACATION**  
**Elizabeth Zelvin**

**Chapter One**

"I'll fry!" My best friend Jimmy cast an apprehensive glance at the cloudless sky.

"You couldn't fry an egg on the beach at this hour." His girlfriend Barbara went on slathering sun block across his broad, freckled back.

"It's the crack of dawn," Jimmy said. "I want to be asleep. I want to be back in Manhattan in my air conditioned apartment."

"You know, most people consider a summer share in the Hamptons a treat," Barbara said, "not an ordeal. If we don't get a move on, half the day will be gone." She wiped goo off her hands along the sides of his arms and stepped back to contemplate her work.

"Very artistic," I said.

Mistake. She turned on me.

"Bruce, put the rest of that coffee in the thermos, don't tank up on it."



2

*Zelvin, Death Will Extend Your Vacation*

"You wanted me awake, didn't you?" I chugged the last half inch of java. The cup had a ceramic frog in the bottom. Group house decorating. "Okay, okay, I'll make more. One picnic breakfast on the beach, coming up."

"Want me to do your back too?" Barbara waggled the big tube of sun block.

"Save it for Jimmy." I skipped away from her. Jimmy can turn as red as a lobster in a pot of boiling water in about the same time as it takes the lobster.

Twenty minutes later, Barbara had us loaded up like Sherpas. You'd think we were about to scale K2. Bounding out onto the deck like a mountain goat, she raised both arms to the sun. She took a deep lungful of air, then exhaled with a loud "Ahhhhhh!" in case we missed the point. The house smelled of mildew to me. Outside, I admit the mix of salt and flowers beat the stink of the city back home. We trailed her down the winding path, crunching gravel and broken shells underfoot.

Barbara reached the car and started it up so she could roll all the windows down. She popped the trunk as we arrived. Jimmy and I began to divest. Beach chairs, umbrella, tatty old bedspread for a

interesting ethnic genes or a world class tan and a great hairdresser.”

“Oh, yeah,” I said, “the Botticelli Venus.” The one I had watched more closely the night before at dinner than I was ready to admit to Barbara or Jimmy.

“Thank her for the bagels,” Barbara mumbled through a full mouth. “She runs. She said she’d pick them up early, drop them off, and head for the beach.”

I looked out the window. We emerged into farmland from the scrub oak and pine that surrounded the group house. Mist rose gently in the nippy air from fields of corn and potatoes. A couple of teenagers on horses ambled along the grassy side of the road. In the yards of weathered gray cedar houses, a few straw-hatted gardeners crouched among the flowers, weeding in the cool of the day. Now and then I caught a sparkling glimpse of the bay. As we neared the ocean, the landscape changed to wetlands, then to dunes.

“Jimmy, look for a sandy road to the right,” Barbara said. “That’ll be Dedhampton Beach. There’s no sign. I heard somebody changed it to Deadhampton, D-E-A-D, and the sign got stolen in less than a week.”

*Zelvin, Death Will Extend Your Vacation*

5

The dunes didn't leave much of a road. Jimmy gave a yelp as we passed it. Barbara made a wide U-turn and aimed the car between stands of tall grasses and reeds so close their fuzzy heads thrust through the window. A fat tuft tickled my nose. I sneezed.

"Gesundheit," Barbara said. "And here we are." She swung the wheel with a flourish. The car stopped with its nose in a dune.

"Where's the ocean?" I said.

"No boardwalk?" Jimmy said.

"We're in the country," Barbara flung up the lid of the trunk and loaded us up again.

"Why do Irish mothers pray for sons, Mr. Jones?" Jimmy asked.

"Because we make such good pack animals, Mr. Bones."

"Here, give me that." Barbara snatched up the only thing I really wanted, the thermos of coffee, from the top of Jimmy's pile. "Come on!" She danced away, slipping a little on the hill of sand.

"No cars in the parking lot," Jimmy observed as we trudged after her. "We're the only fools not still asleep at this hour."

"What about the ginger snap?" I asked.

"Surely she wouldn't come all this way on foot," he said. Jimmy emerges from behind his computer only after prolonged prodding. He says walking is for Luddites.

"I told you," Barbara said, "she's a runner. It's only about four miles." She crested the dune and stood backlit with the edges of her frizzy dark hair glowing like a halo. "Oh, wow, look—it's so beautiful!"

We reached the top right behind her, Jimmy breathing heavily and me pretending not to. I looked where she was looking.

Okay, it was beautiful. The deserted beach stretched right and left, with the jade Atlantic beyond it. The sun, still low over the water, turned the sand to a warm pink. A ruffle of dark seaweed and scattered shells marked the high tide line. Below it, the beach looked perfect for running if you liked strenuous. I wouldn't mind a stroll on it myself. The flat, wet surface picked up the robin's egg blue of the sky. The surf was no big deal, baby swells that pushed a swathe of creamy bubbles up onto the beach and then ran out again with a whisper.

Barbara clutched at Jimmy's arm for balance as she

*Zelvin, Death Will Extend Your Vacation*

7

shook her sandals off her feet. She wiggled her toes in the sand.

"Ooooh, that feels good. Let's go." She frisked around us like a puppy as we made our way toward the water. "Here, this is good—a front row view of the ocean, but the sand is still soft. No, don't park the stuff near the seaweed—that's where the flies will be."

Jimmy threw his head up like a shying horse. She hadn't mentioned flies when she talked us into this beach house share.

Jimmy and I set up the chairs, dug in the pole of the umbrella, and flapped the blanket. Barbara went and paddled in the water. Little screams announced the temperature: too cold for me. She splashed around till we'd done all the work. Then she trotted back to us. "It's not cold once you get used to it. Come and wade. It's great!"

"You're out of your mind," Jimmy said. "I'm not so much as rolling up my pants."

"Then come for a walk. It's really hard packed, practically like a sidewalk."

"Have a heart, pumpkin," Jimmy said. "I need to catch my breath."

"Let's have breakfast first," I said. I located the coffee and the Styrofoam cups, poured out two shots, and handed one to Jimmy.

"Give me another bagel," Barbara said. "I can't sit still. I'm going to take a little jog. See way down the beach? There." She pointed to the left. "About halfway to where it gets misty, above the waterline. It looks like a driftwood log. It won't take long to run up to it and back."

Holding the bagel in her teeth, she stripped off her shorts and T-shirt. She wore a bathing suit underneath, a serviceable black tank. Jimmy and I hadn't even taken off our sweatshirts, much less our long pants.

"Where do you plan to put the bagel?" I inquired. "You're not going to run the whole way with it in your mouth, are you?"

Barbara shook her head. She plucked the bagel from her mouth and tucked it into her cleavage. "Back in twenty minutes or so."

"Have fun."

We drank our coffee and watched her skim along the hard sand with an occasional leap like an exuberant gazelle.

Zelvin, *Death Will Extend Your Vacation*

9

We had just about finished our coffee when we heard Barbara yell. She came racing toward us like a steam engine. We heard the urgency in her cries before we could make out words. We ran down the beach to meet her.

"It wasn't a log," she panted. She bent over from the waist, trembling on stiff legs and trying to catch her breath. "It was Clea, and she's dead."

## DEATH WILL EXTEND YOUR VACATION

### Elizabeth Zelvin

Recovering alcoholic Bruce Kohler and his friends, computer genius Jimmy and world-class codependent Barbara, take shares in a clean and sober group house in a Long Island resort community known locally as Deadhampton. Things turn lethal when the tide washes in the body of their beautiful housemate Clea, an investigative journalist whose passions included environmental issues and more than her share of boyfriends. Soon Bruce is up to his neck in sleuthing. His housemates and the crowd staying with a clean and sober playboy in a big house on the dunes claim recovery from drug, love, and sex addictions, compulsive overeating, bulimia, and anorexia. But somebody's not abstaining from murder. As the summer heats up, secrets and lies start buzzing around this dream vacation like flies at a picnic on the beach.

"A perfect vacation book! Full of heart, full of humor—this honest and believable mystery put its straight-talking characters into a real page-turner of a plot. Suspense plus insight plus compassion—equals a great read!"

**Hank Phillippi Ryan**, Agatha, Anthony, & Macavity winner

"Empathetic and insightful, Elizabeth Zelvin celebrates the power of recovery against the backdrop of a holiday in the Hamptons. Well-drawn characters written with verve. Zelvin knows the human heart and all its struggles."

**Carolyn Hart**, Malice Domestic Lifetime Achievement honoree

"The Hamptons plus a juicy murder, with the added twist of addiction and recovery—what more could the intelligent mystery reader want?"

**Rhys Bowen**, multiple Anthony, Macavity, & Agatha winner

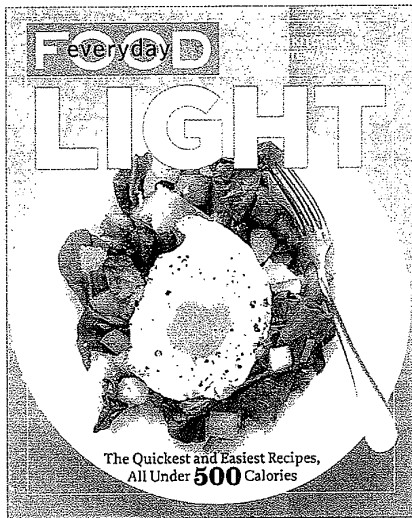
*Library Journal* on *Death Will Get You Sober*: "Smooth prose and outstanding storytelling ability...remarkable and strongly recommended."

**Elizabeth Zelvin** is a psychotherapist and three-time Agatha nominee whose previous mysteries are *Death Will Get You Sober* and *Death Will Help You Leave Him*. She lives in New York City and East Hampton. Learn more at [www.elizabethzelvin.com](http://www.elizabethzelvin.com).

**Five Star Mystery**  
**ISBN 978-143-383-5775**  
**Hardcover \$25.95**



## Exhibit G



## Cooking

7<sup>3</sup>/<sub>8</sub> x 9<sup>1</sup>/<sub>4</sub>; 384 pages

250 full-color photos

978-0-307-71809-9

eBook: 978-0-307-95319-3

\$24.99 paper (Canada: \$27.99)

ON SALE 12/27/2011

All Rights: Crown

National television coverage

National print: women's, lifestyle and epicurean  
magazines and newspapers

National radio campaign

## Advertising

- New York Times advertising
- Advertising in *Everyday Food* and *Martha Stewart Living*
- On-Air demo on *The Martha Stewart Show*

## Online Promotion

- Advertising on the Google Content Network targeting recipe, cooking, and health sites
- Major online campaign at Mother's Day
- Social media advertising and promotion
- Blogger outreach
- TheRecipeClub.net feature
- Scribd.com excerpt

eBook version promoted in all advertising, promotion,  
and social media outreach

Promotional materials available

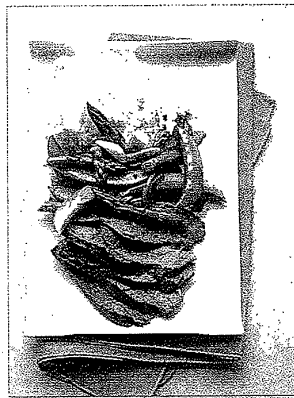
Special content available for accounts

## Everyday Food: Light

The Quickest and Easiest Recipes,  
All Under 500 Caloriesfrom the kitchens of *Martha Stewart Living*

For the fans of the *Everyday Food* books (nearly 1 million copies in print) and the 4.5 million readers of *Everyday Food* magazine comes a new topic for the series, with 250 recipes that are low in calories but still big on flavor.

The editors of *Everyday Food* know it's not enough for home cooks to prepare tasty weeknight meals in a flash—the food also needs to be good for the whole family. *Everyday Food: Light* features delicious, low-fat recipes, each under 500 calories, that are made with accessible ingredients. True to the series' trademark, each recipe is accompanied by beautiful color photography to keep readers inspired and cooking light every day of the week. The recipes, which are organized seasonally, include salads, soups, stews, main courses, easy sides, and desserts. You'll find slimmed-down favorites, such as Lighter Beef Chili, Chicken Parmesan, and deceptively skinny Chocolate-Chunk Brownies, plus new favorites like Spicy Chicken Stir-Fry with Peanuts and Salmon Burgers with Yogurt-Dill Sauce. With basic low-fat cooking techniques (stir-frying, cooking in parchment, grilling), the 10 best ways to boost flavor without adding fat (including marinades, dressings, and herbs and spices), and simple tools for low-calorie cooking (cast-iron skillet, steamer basket, grill pan), *Everyday Food: Light* helps you cook the food you want to eat, without all the fat.

FLANK STEAK  
WITH SNAP-PEA  
AND ASPARAGUS  
STIR-FRY

## WHY IT'S LIGHT

Just one tablespoon of oil is used to cook all of the steak, snap peas, and asparagus.

serves 4 ■ prep time: 35 minutes  
total time: 35 minutes

**1** Cook rice according to package instructions. Meanwhile, in a large skillet, heat oil over medium-high. Season steak with salt and pepper; cook 4 to 6 minutes per side for medium-rare. Transfer to a plate, and tent with foil.

**2** Place snap peas, asparagus, garlic, red-pepper flakes, and the water in skillet. Cook, tossing, until vegetables are crisp-tender, 3 to 5 minutes. Add soy sauce and vinegar; toss to combine.

**3** Slice steak thinly across the grain. Serve steak, vegetables, and rice drizzled with pan juices.

## Note: Snipping Snaps

To trim, cut off stem end with a knife. Or, if the string is especially tough, snap off stem end with fingers, and pull string down the pod.

per serving: 441 calories; 13.3 g fat (4.4 g saturated fat);  
30.9 g protein; 46.8 g carbohydrates; 3.2 g fiber

1 cup uncooked long-grain white rice

1 tablespoon vegetable oil, such as  
safflower

1 pound flank steak

Coarse salt and ground pepper

8 ounces sugar snap peas, trimmed

1 bunch asparagus (1 pound), tough  
ends removed, cut into 2-inch lengths

4 garlic cloves, thinly sliced

<sup>1</sup>/<sub>2</sub> teaspoon red-pepper flakes<sup>1</sup>/<sub>4</sub> cup water

2 tablespoons soy sauce

2 tablespoons rice vinegar

**POTTER STYLE FRONTLIST**

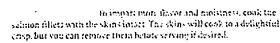
Jane-a-Day: 5-Year Journal .....	38
An Abundance of Blessings: 52 Meditations to Illuminate Your Life.....	40
Sibley Backyard Birding Flashcards David Allen Sibley .....	41
Sexploration: 52 Erotic Adventures .....	43
Life Is Meals Journal: An Album for Epicures.....	44
Life Is Wine: An Album for Oenophiles .....	45

**POTTER STYLE BACKLIST**

Decks .....	46-48
Gift Books and Interactive Books .....	49-54
Pocket Sudoku.....	54
IOU Booklets .....	55
Mini Journals .....	56
Pop-Up Notecards .....	56-57
Stationery Collections .....	58-63
Frontlist Author and Title Index.....	64
Foreign Reps .....	66
Ordering Info.....	67



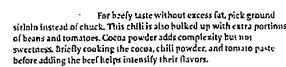
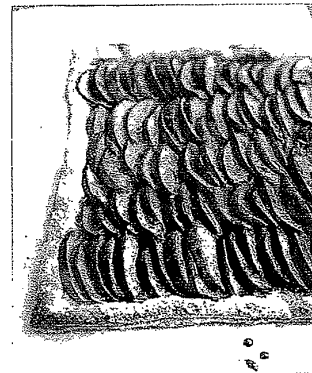




## SALMON WITH SPICY CUCUMBER- PINEAPPLE SALSA

SERVES 4 • PREP 20 MIN • COOK 10 MIN • TOTAL TIME 25 MINUTES

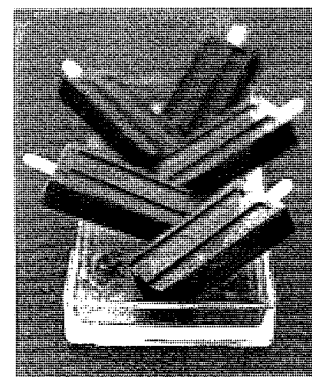
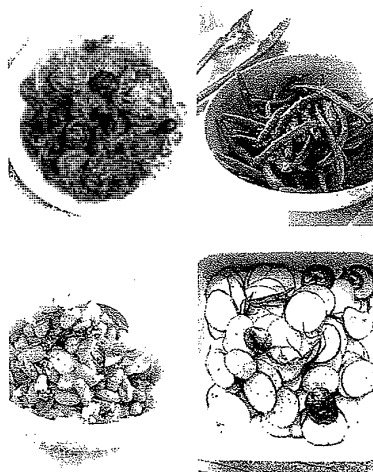
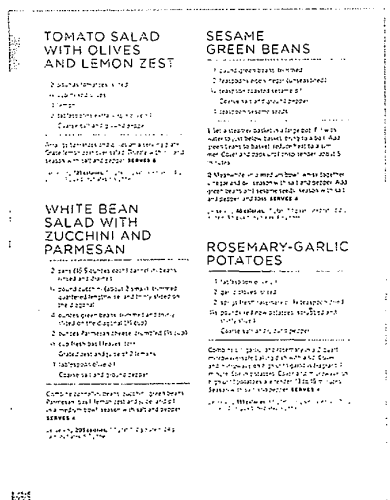
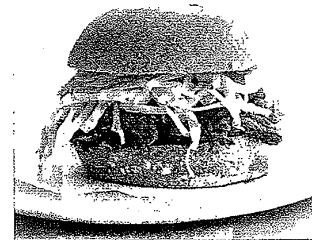
- [illegible]

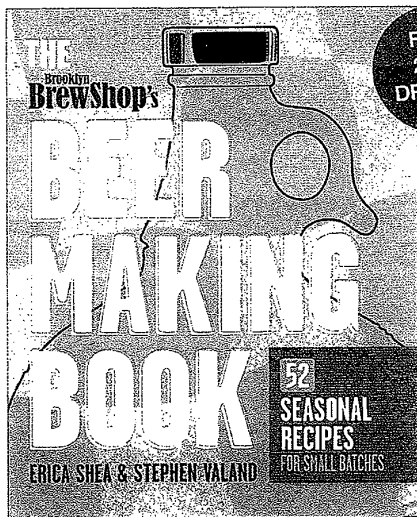


## LIGHTER BEEF CHILI

SERVES 6 • 45 MINUTE 25 M% FEELS • TOTAL TIME 40 MINUTE

- [illegible]





## The Brooklyn Brew Shop's Beer Making Book

52 Seasonal Recipes for Small Batches

Erica Shea and Stephen Valand

For experienced and novice brewers, seasonally minded home cooks, DIY aficionados, and anyone who gets a kick out of saying "I made this," the founders of the Brooklyn Brew Shop present a guide to making craft beer at home, with more than 50 greenmarket-inspired recipes organized by season.

*The Brooklyn Brew Shop's Beer Making Book* teaches cooks and beer fans how to make seasonally inspired beers from what's fresh in the greenmarkets. Those getting started in brewing will appreciate the illustrated step-by-step introduction to making and bottling beer, while experienced brewers will jump right into a year's worth of fun and creative beer recipes, each with suggested food pairings. Erica and Stephen take brewing out of the basement and put it back in the kitchen. They use whole grains and a one-gallon stove-top style that make brewing appealing to the organic-minded and those with space constraints. All recipes include five-gallon variations, so readers can easily transition to larger batches.

ERICA SHEA and STEPHEN VALAND are co-owners/founders of the Brooklyn Brew Shop. They sell their beer-making kits and ingredient mixes at BrooklynBrewShop.com, the Brooklyn Flea, Williams-Sonoma, West Elm, and Whole Foods. They live in Brooklyn. JENNIFER FIEDLER is a writer and editor at *Wine Spectator* and a graduate of the French Culinary Institute.

Cooking — Beer  
7 7/8 x 9 1/8; 176 pages  
15-20 line illustrations  
978-0-307-88920-1  
eBook: 978-0-307-88921-8  
\$19.99 paper (Canada: \$22.99)  
ON SALE 11/1/2011  
All Rights: Crown

National TV, print and radio coverage

Appearances on

- Today
- Martha Stewart Show
- Martha Stewart magazine promotion
- Martha Stewart radio promotion

Advertising in *Martha Stewart Living*

Online Promotion

- Google content network advertising on cooking and beer related sites
- Major promotion at MarthaStewart.com and MarthaStewartCrafts.com
- Blogger outreach

Promotion at the Crafts and Hobbies Association and the National Needlework Association trade shows

CrafterNews.com feature

Promotional content available on Scribd.com

Blow-ups and project cards available upon request

eBook version promoted in all advertising, promotion, and social media outreach

### TO MAKE A ONE-GALLON BATCH

#### STEP 1: THE MASH

Calculate how much water you'll need one quart for every pound of grain. The water should be at room temperature (60°F-70°F) and the grain should be at room temperature (60°F-70°F). Add the water to the grain and stir well. The water should be at room temperature (60°F-70°F) and the grain should be at room temperature (60°F-70°F).

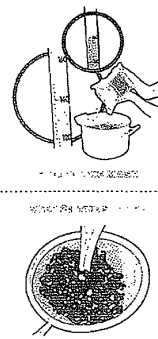
For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.

For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.

#### STEP 2: THE SPARGE

Place a strainer over the pot and pour the water through it. The water should be at room temperature (60°F-70°F) and the grain should be at room temperature (60°F-70°F). Add the water to the grain and stir well. The water should be at room temperature (60°F-70°F) and the grain should be at room temperature (60°F-70°F).

For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.



### WIN FIRST PRIZE! MAKE YOUR OWN CITRUS GOSE

Citrus Gose is a refreshing beer with a tart, citrusy flavor. It's made with a combination of malted barley, hops, and citrus juice. The recipe is simple and easy to follow, and it's perfect for anyone who loves a good beer.

## CITRUS GOSE 5.7% ABV

**INGREDIENTS:**  
10 lbs. malted barley  
10 lbs. hops  
10 lbs. citrus juice  
10 lbs. water  
10 lbs. yeast

**INSTRUCTIONS:**  
1. Boil the malted barley and hops in water for 1 hour.  
2. Add the citrus juice and water to the pot.  
3. Boil the mixture for 1 hour.  
4. Add the yeast and stir well.

**NOTES:**  
This recipe is for a one-gallon batch. For a larger batch, multiply the ingredients by the number of gallons you want to make.

### TO MAKE A ONE-GALLON BATCH

Calculate how much water you'll need one quart for every pound of grain. The water should be at room temperature (60°F-70°F) and the grain should be at room temperature (60°F-70°F). Add the water to the grain and stir well. The water should be at room temperature (60°F-70°F) and the grain should be at room temperature (60°F-70°F).

For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.

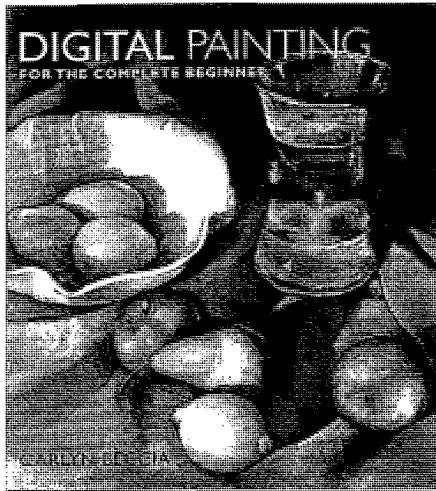
For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.

For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.

For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.

For every 10 pounds of grain, you'll need 10 quarts of water. For every 20 pounds of grain, you'll need 20 quarts of water. For every 30 pounds of grain, you'll need 30 quarts of water. For every 40 pounds of grain, you'll need 40 quarts of water. For every 50 pounds of grain, you'll need 50 quarts of water.





Art—Painting  
 8 1/4 x 9 1/4; 160 pages  
 250 full-color illustrations  
 978-0-8230-9936-8  
 \$24.99 paper (Canada: \$27.99)  
 ON SALE 3/6/2012  
 British: The Ilex Press, Ltd.  
 Translation: The Ilex Press, Ltd.  
 First serial: Crown

## Digital Painting for the Complete Beginner

Carlyn Beccia

Written specifically for artists with little or no experience of digital media, this book guides readers from the fundamental elements of digital painting—including understanding brushes, textures, and all media available—to tutorials that enable these newly acquired skills to be put into practice.

How can emerging artists maximize their creativity with digital media, and create stunning paintings that combine the traditions of traditional media with the infinite possibilities inherent in digital paint programs? In *Digital Painting for the Complete Beginner*, today's digital artists can both gain inspiration and quickly master the techniques and tools of digital painting. Award-winning author-illustrator Carlyn Beccia shares her practical expertise in traditional and digital media. In a clear and concise style, she explains to readers why and how to use artistic processes, and how they have been adapted from traditional art techniques to the infinite world of digital media.

CARLYN BECCIA is a practicing digital artist and the award-winning author-illustrator of *Who Put the B in Ballyhoo?*, *The Raucous Royals*, and *I Feel Better with a Frog in My Throat*. She also contributes tutorials to *Painter* magazine, teaches digital painting to children and adults, and blogs on history, art, and books at [carlynbeccia.com](http://carlynbeccia.com).

National publicity

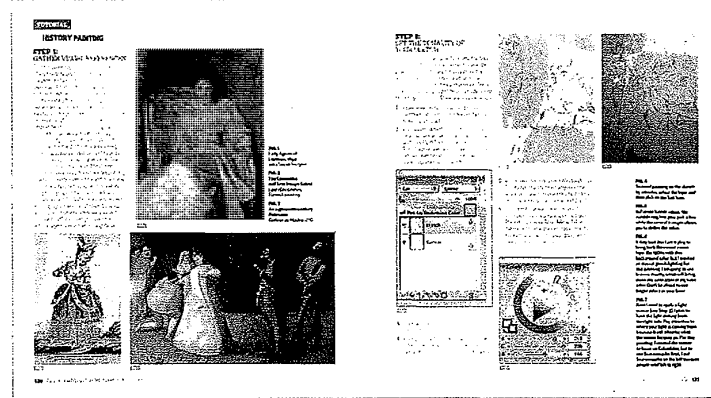
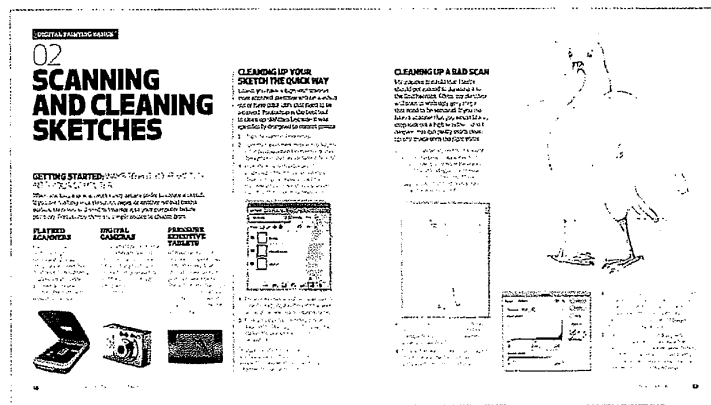
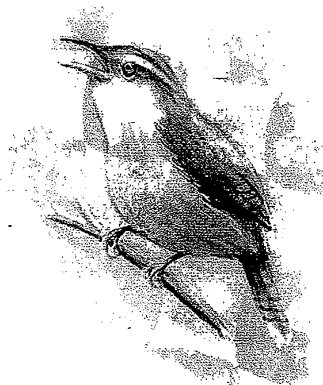
National print attention

Online Promotion

- Advertising targeting artists and painters
- Cross-promotion on author's website, [CarylnBeccia.com](http://CarylnBeccia.com)

Featured title at College Art Association Show and NAMTA

Academic marketing outreach





- Basic Survey Plus Leadership I mp

Unlike other forms of art, such as painting and sculpture, drawing is inexpensive and mess-free. Whether you're a beginner or a more experienced artist, we'll give the same basic list of art supplies. You can get these at almost any art supply store, or you can order them online.

Drawing pencils come in a variety of leads. The hardest ones make the lightest mark, and the softest ones make the darkest lines. The darkest pencils draw the smoothest, but they smudge like crazy, and are all but impossible to erase. The lightest draw without any give, and are so hard that they chisel into the paper, leaving a groove that's visible even after you've erased it. It's best to stay in the middle of the spectrum.

MS: Most commonly used on the  
Circles & Rich Dark Blue, but on  
the aggressively eroded, a 2nd or 3rd  
line color shows.

6. DISORDER: GIVES A SUGGESTION FOR CLOSING A JOURNAL ENTRY WHEN DISCUSSING AN EXPERIMENT. FOCUSING ON HOW TO WRITE, AS IF THEY HAVE LITTLE KNOWLEDGE OF THE TOPIC. NEEDS MORE PRACTICE IN WRITING. SOME OF THE PROBLEMS

Often at first glance, a subject will appear too complicated for a beginning artist. The truth is, almost all subjects are made up of shapes as basic as a square or circle. Sometimes these foundations are called "hidden shapes," because the viewer doesn't realize that an entire figure is around them. Once you learn to recognize the basic shapes in more complex pictures, we'll be able to draw them. The key is to be able to see those simple shapes in an ordinary, everyday scene.

Cyber

7

As you look at these familiar, inanimate objects, notice how the shapes (consider the foundations of each form, thing) the hidden, basic shapes as your starting point is much easier than starting with the details.

Golden shapes are not always readily apparent. Sometimes, you may have to invest time in order to give yourself a workable starting point for your drawing. In those cases, approximate an established shape. Perhaps a loptided oval will fit the subject matter better than a perfectly formed one.

Based on two ovals of differing sizes, Scoring with ovals speeds the artist's job, and makes it easier to keep the hair's symmetry.

**COILED MUG**  
This is a set of coils with  
evenly spaced between  
assembly.

Now that you've covered a few examples of drawing from basic shapes, you're ready to move on to subjects that regular artists made shapes for their foundations. Often what works best is a shape based on an approximation of the object itself, so too which many details are added.

Organic shapes are round and curved, with angles that are softer and less dramatic than geometric shapes. When drawing objects based on organic shapes, allow yourself the freedom to redraw and to use your eraser. Check your critical voice as it develops. This is the time to learn, not to self-judge.

Some shapes are iconic. An iconic shape is one that the viewer instantly recognizes as a particular object. Your goal is to establish the concept shape as early as possible, before adding in the details.

The cover flap extends slightly beyond the main body of paper. Keep the flap rounded, not pointed.

Add description to the body of the post by adding to it along the second side. Continue to build this discussion in the comment area.

The base of the purse receptacle is slightly flattened, which is why the purse appears to lie against

The Jet handle, built to run "through" the rear one, better than starting and stopping. It has no placement, and is how compressed artists should

To add decorative buckles, you first need to add grommets. It's easier to make sure that they line up evenly. Draw two even straight lines, parallel to the bottom horizontal line of the purse.

You might be tempted to try drawing this couch by "eyeballing" it, hoping that it would come out right. Most likely, the final result would look 3-dimensional. But by using the tools of perspective, even a basic drawing like this can take on a new feeling of authority.

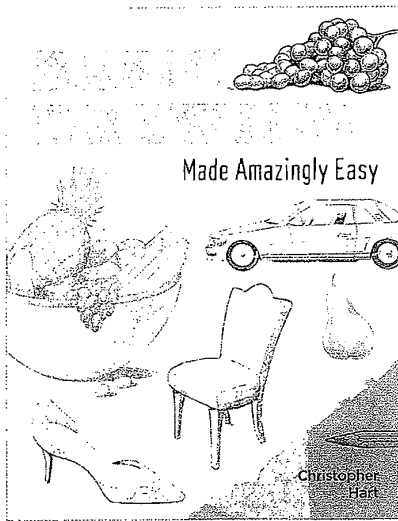
1.  $\frac{1}{2}$   
 2.  $\frac{1}{3}$   
 3.  $\frac{1}{4}$   
 4.  $\frac{1}{5}$   
 5.  $\frac{1}{6}$   
 6.  $\frac{1}{7}$   
 7.  $\frac{1}{8}$   
 8.  $\frac{1}{9}$   
 9.  $\frac{1}{10}$   
 10.  $\frac{1}{11}$   
 11.  $\frac{1}{12}$   
 12.  $\frac{1}{13}$   
 13.  $\frac{1}{14}$   
 14.  $\frac{1}{15}$   
 15.  $\frac{1}{16}$   
 16.  $\frac{1}{17}$   
 17.  $\frac{1}{18}$   
 18.  $\frac{1}{19}$   
 19.  $\frac{1}{20}$   
 20.  $\frac{1}{21}$   
 21.  $\frac{1}{22}$   
 22.  $\frac{1}{23}$   
 23.  $\frac{1}{24}$   
 24.  $\frac{1}{25}$   
 25.  $\frac{1}{26}$   
 26.  $\frac{1}{27}$   
 27.  $\frac{1}{28}$   
 28.  $\frac{1}{29}$   
 29.  $\frac{1}{30}$   
 30.  $\frac{1}{31}$   
 31.  $\frac{1}{32}$   
 32.  $\frac{1}{33}$   
 33.  $\frac{1}{34}$   
 34.  $\frac{1}{35}$   
 35.  $\frac{1}{36}$   
 36.  $\frac{1}{37}$   
 37.  $\frac{1}{38}$   
 38.  $\frac{1}{39}$   
 39.  $\frac{1}{40}$   
 40.  $\frac{1}{41}$   
 41.  $\frac{1}{42}$   
 42.  $\frac{1}{43}$   
 43.  $\frac{1}{44}$   
 44.  $\frac{1}{45}$   
 45.  $\frac{1}{46}$   
 46.  $\frac{1}{47}$   
 47.  $\frac{1}{48}$   
 48.  $\frac{1}{49}$   
 49.  $\frac{1}{50}$   
 50.  $\frac{1}{51}$   
 51.  $\frac{1}{52}$   
 52.  $\frac{1}{53}$   
 53.  $\frac{1}{54}$   
 54.  $\frac{1}{55}$   
 55.  $\frac{1}{56}$   
 56.  $\frac{1}{57}$   
 57.  $\frac{1}{58}$   
 58.  $\frac{1}{59}$   
 59.  $\frac{1}{60}$   
 60.  $\frac{1}{61}$   
 61.  $\frac{1}{62}$   
 62.  $\frac{1}{63}$   
 63.  $\frac{1}{64}$   
 64.  $\frac{1}{65}$   
 65.  $\frac{1}{66}$   
 66.  $\frac{1}{67}$   
 67.  $\frac{1}{68}$   
 68.  $\frac{1}{69}$   
 69.  $\frac{1}{70}$   
 70.  $\frac{1}{71}$   
 71.  $\frac{1}{72}$   
 72.  $\frac{1}{73}$   
 73.  $\frac{1}{74}$   
 74.  $\frac{1}{75}$   
 75.  $\frac{1}{76}$   
 76.  $\frac{1}{77}$   
 77.  $\frac{1}{78}$   
 78.  $\frac{1}{79}$   
 79.  $\frac{1}{80}$   
 80.  $\frac{1}{81}$   
 81.  $\frac{1}{82}$   
 82.  $\frac{1}{83}$   
 83.  $\frac{1}{84}$   
 84.  $\frac{1}{85}$   
 85.  $\frac{1}{86}$   
 86.  $\frac{1}{87}$   
 87.  $\frac{1}{88}$   
 88.  $\frac{1}{89}$   
 89.  $\frac{1}{90}$   
 90.  $\frac{1}{91}$   
 91.  $\frac{1}{92}$   
 92.  $\frac{1}{93}$   
 93.  $\frac{1}{94}$   
 94.  $\frac{1}{95}$   
 95.  $\frac{1}{96}$   
 96.  $\frac{1}{97}$   
 97.  $\frac{1}{98}$   
 98.  $\frac{1}{99}$   
 99.  $\frac{1}{100}$   
 100.  $\frac{1}{101}$   
 101.  $\frac{1}{102}$   
 102.  $\frac{1}{103}$   
 103.  $\frac{1}{104}$   
 104.  $\frac{1}{105}$   
 105.  $\frac{1}{106}$   
 106.  $\frac{1}{107}$   
 107.  $\frac{1}{108}$   
 108.  $\frac{1}{109}$   
 109.  $\frac{1}{110}$   
 110.  $\frac{1}{111}$   
 111.  $\frac{1}{112}$   
 112.  $\frac{1}{113}$   
 113.  $\frac{1}{114}$   
 114.  $\frac{1}{115}$   
 115.  $\frac{1}{116}$   
 116.  $\frac{1}{117}$   
 117.  $\frac{1}{118}$   
 118.  $\frac{1}{119}$   
 119.  $\frac{1}{120}$   
 120.  $\frac{1}{121}$   
 121.  $\frac{1}{122}$   
 122.  $\frac{1}{123}$   
 123.  $\frac{1}{124}$   
 124.  $\frac{1}{125}$   
 125.  $\frac{1}{126}$   
 126.  $\frac{1}{127}$   
 127.  $\frac{1}{128}$   
 128.  $\frac{1}{129}$   
 129.  $\frac{1}{130}$   
 130.  $\frac{1}{131}$   
 131.  $\frac{1}{132}$   
 132.  $\frac{1}{133}$   
 133.  $\frac{1}{134}$   
 134.  $\frac{1}{135}$   
 135.  $\frac{1}{136}$   
 136.  $\frac{1}{137}$   
 137.  $\frac{1}{138}$   
 138.  $\frac{1}{139}$   
 139.  $\frac{1}{140}$   
 140.  $\frac{1}{141}$   
 141.  $\frac{1}{142}$   
 142.  $\frac{1}{143}$   
 143.  $\frac{1}{144}$   
 144.  $\frac{1}{145}$   
 145.  $\frac{1}{146}$   
 146.  $\frac{1}{147}$   
 147.  $\frac{1}{148}$   
 148.  $\frac{1}{149}$   
 149.  $\frac{1}{150}$   
 150.  $\frac{1}{151}$   
 151.  $\frac{1}{152}$   
 152.  $\frac{1}{153}$   
 153.  $\frac{1}{154}$   
 154.  $\frac{1}{155}$   
 155.  $\frac{1}{156}$   
 156.  $\frac{1}{157}$   
 157.  $\frac{1}{158}$   
 158.  $\frac{1}{159}$   
 159.  $\frac{1}{160}$   
 160.  $\frac{1}{161}$   
 161.  $\frac{1}{162}$   
 162.  $\frac{1}{163}$   
 163.  $\frac{1}{164}$   
 164.  $\frac{1}{165}$   
 165.  $\frac{1}{166}$   
 166.  $\frac{1}{167}$   
 167.  $\frac{1}{168}$   
 168.  $\frac{1}{169}$   
 169.  $\frac{1}{170}$   
 170.  $\frac{1}{171}$   
 171.  $\frac{1}{172}$   
 172.  $\frac{1}{173}$   
 173.  $\frac{1}{174}$   
 174.  $\frac{1}{175}$   
 175.  $\frac{1}{176}$   
 176.  $\frac{1}{177}$   
 177.  $\frac{1}{178}$   
 178.  $\frac{1}{179}$   
 179.  $\frac{1}{180}$   
 180.  $\frac{1}{181}$   
 181.  $\frac{1}{182}$   
 182.  $\frac{1}{183}$   
 183.  $\frac{1}{184}$   
 184.  $\frac{1}{185}$   
 185.  $\frac{1}{186}$   
 186.  $\frac{1}{187}$   
 187.  $\frac{1}{188}$   
 188.  $\frac{1}{189}$   
 189.  $\frac{1}{190}$   
 190.  $\frac{1}{191}$   
 191.  $\frac{1}{192}$   
 192.  $\frac{1}{193}$   
 193.  $\frac{1}{194}$   
 194.  $\frac{1}{195}$   
 195.  $\frac{1}{196}$   
 196.  $\frac{1}{197}</$

Wang, N. & Zhou, Y.

10. *How do you feel about the way you're being treated?*

2. The nature of the work of the  
employee is such that the employee  
is not engaged in the business of the  
employer.

၂၀၁၈ ခုနှစ်  
 ၂၀၁၉ ခုနှစ်  
 ၂၀၂၀ ခုနှစ်  
 ၂၀၂၁ ခုနှစ်



Art—Drawing  
 8½ x 10⅞; 160 pages  
 600 illustrations  
 978-0-8230-8276-6  
 eBook: 978-0-8230-8277-3  
 \$21.99 paper (Canada: \$24.99)  
 ON SALE 1/10/2012  
 All Rights: Crown

National print attention

National publicity

Online Promotion

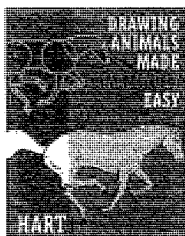
- Advertising targeting drawing sites
- Cross-promotion on author's website, ChrisHartBooks.com
- Cross-promotion with Comcast video/ActivityTV.com and Chris Hart's YouTube landing pages

eBook version promoted in all advertising, promotion, and social media outreach

Promotion at National Art Materials Trade Association trade shows

Promotional materials available

#### ALSO AVAILABLE



## Basic Drawing Made Amazingly Easy

Christopher Hart

Targeted to each new generation of aspiring beginners eager to learn the fundamentals of drawing in an easy and accessible way.

The third title in a bestselling series, *Basic Drawing Made Amazingly Easy* is a complete drawing book for the beginning artist. Based on a series of lessons that begin with the five basic shapes (circle, oval, square, cylinder, and rectangle) combined with the five basic components of drawing (line, mass, perspective, light, and shading), the book progresses from the simplest forms to more complex inanimate objects and organic animate subjects.

CHRISTOPHER HART is the world's bestselling author of drawing and cartooning books. His books have sold 3.1 million English-language copies and have been translated into 20 languages. Renowned for up-to-the-minute content and easy-to-follow steps, all of Hart's books have become staples for a new generation of aspiring artists and professionals, and they have been selected by the American Library Association for special notice.

### INTRODUCTION

Drawing is a fun and satisfying way to express your creativity, but learning to draw often appears overly complicated and intimidating. A beginning artist needs a solid foundation in artistic principles, but why can't those principles be clearly explained and illustrated?

Here is a complete drawing book for the beginning artist that focuses on getting you drawing right away, while giving you all the tools you need to build a solid foundation in art. In working through this book, you will learn how to "see" like an artist, in terms of form, line, and shadow. Each chapter builds upon earlier lessons, so that the experience of learning to draw is never too complicated. Confidence will replace your earlier doubt as you learn techniques that work, such as how to combine basic geometric and organic shapes to create almost anything, how to add depth and shading to your drawing, and how to handle composition, form, and perspective. Finally, you'll learn to draw the human body as a graceful and expressive figure—the ultimate challenge for a beginning artist.



# WATSON-Will Better Amph SPRING 2011

24

**Basic Drawing  
Made Amazingly Easy**  
Christopher Hart

26

**Digital Painting for  
the Complete Beginner**  
Carlyn Beccia

27

**Calligraphy Bible**  
Emma Callery

28

**Printmaking Revolution**  
Dwight Pogue

30

**Noni Flowers**  
Nora Bellows

31

**DIY Style**  
Jenni Radosevich

32

**The BetterPhoto Guide to Light**  
Jim Moirke and Kerry Drager

33

**The Luminous Portrait**  
Elizabeth Messina  
with Jacqueline Tobin

34

**Beyond Snapshots**  
Rachel Devine and Peta Mazey





I definitely don't have time anymore to cook for hours every day—not if I want to spend time at the table with Todd and Jade. But I still love food and cooking and want to eat a nice dinner! So I've really shaken up my weeknight repertoire to include only dishes that I can pull together after a full day. All of these recipes (except the sides and desserts) make main-course servings. And they can all be accomplished in under an hour—with most on the table much faster than that: Rustic Vegetable and Polenta Soup, a hearty soul-warming one-pot dish, cooks in under twenty minutes; Lemony White Bean, Tuna, and Arugula Salad is a great meal that's quickly assembled from pantry and fridge essentials; Ham, Gruyère, and Apple Panini are gooey, cheesy, crunchy, and delicious in ten to fifteen minutes; Spicy Linguini with Clams and Mussels is a fifteen-minute-or-less spectacular pasta; and you can't beat Grilled Sirloin Steaks with Pepper and Caper Salsa, which are also ready in just fifteen minutes.

This is what weeknights look like in my house. I hope these recipes inspire you and your family to gather around the table (or picnic blanket!) for some fantastic dinners—and, most important, a whole lot of fun.

**BUON APPETITO!**



### burgers a la pizzaiola

When making pizza, it's hard to resist the temptation to load up the toppings. But these burgers are a great way to enjoy the same pizza ingredients in a different format.

- |  |   |  |
|--|---|--|
| 1 pound 80/20 ground beef              | 1 cup tomato sauce                      | 1 cup shredded mozzarella cheese       |
| 1 medium onion, finely chopped         | 1/2 cup finely shredded Parmesan cheese | 1/2 cup finely shredded Gruyère cheese |
| 1/2 cup finely shredded Gruyère cheese | 1/2 cup finely shredded Gruyère cheese  | 1/2 cup finely shredded Gruyère cheese |
| 1/2 cup finely shredded Gruyère cheese | 1/2 cup finely shredded Gruyère cheese  | 1/2 cup finely shredded Gruyère cheese |

Preheat a large skillet over medium heat. Add the beef and onion and cook, stirring frequently, until the beef is browned and the onion is soft, about 10 minutes. Drain the mixture and return it to the skillet. Add the tomato sauce, Gruyère, and Parmesan and cook, stirring frequently, until the cheese is melted, about 5 minutes. Spoon the mixture into 4 small round pizza crusts and bake in a 400°F oven for 10 minutes. Serve hot.

In a large skillet, heat 1 tablespoon of oil over medium heat. Add the beef and onion and cook, stirring frequently, until the beef is browned and the onion is soft, about 10 minutes. Drain the mixture and return it to the skillet. Add the tomato sauce, Gruyère, and Parmesan and cook, stirring frequently, until the cheese is melted, about 5 minutes. Spoon the mixture into 4 small round pizza crusts and bake in a 400°F oven for 10 minutes. Serve hot.



### spicy linguini with clams and mussels

This dish is a great way to enjoy the same ingredients in a different format. It's a quick and easy meal that's perfect for a weeknight dinner.

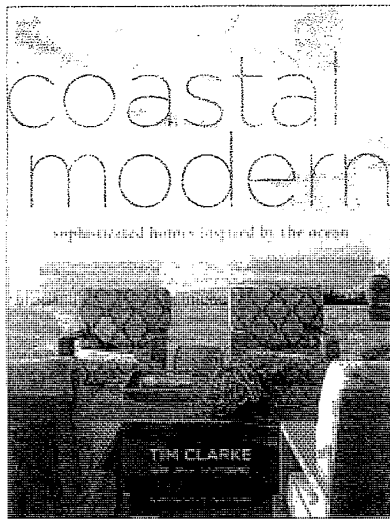
- |  |  |  |
|--|--|--|
| 1/2 pound linguini                     | 1/2 cup tomato sauce                   | 1/2 cup shredded mozzarella cheese     |
| 1/2 cup tomato sauce                   | 1/2 cup finely shredded Gruyère cheese | 1/2 cup finely shredded Gruyère cheese |
| 1/2 cup finely shredded Gruyère cheese | 1/2 cup finely shredded Gruyère cheese | 1/2 cup finely shredded Gruyère cheese |
| 1/2 cup finely shredded Gruyère cheese | 1/2 cup finely shredded Gruyère cheese | 1/2 cup finely shredded Gruyère cheese |

Preheat a large skillet over medium heat. Add the linguini and cook, stirring frequently, until the linguini is al dente, about 10 minutes. Drain the linguini and return it to the skillet. Add the tomato sauce, Gruyère, and Parmesan and cook, stirring frequently, until the cheese is melted, about 5 minutes. Spoon the mixture into 4 small round pizza crusts and bake in a 400°F oven for 10 minutes. Serve hot.

In a large skillet, heat 1 tablespoon of oil over medium heat. Add the linguini and cook, stirring frequently, until the linguini is al dente, about 10 minutes. Drain the linguini and return it to the skillet. Add the tomato sauce, Gruyère, and Parmesan and cook, stirring frequently, until the cheese is melted, about 5 minutes. Spoon the mixture into 4 small round pizza crusts and bake in a 400°F oven for 10 minutes. Serve hot.

Preheat a large skillet over medium heat. Add the linguini and cook, stirring frequently, until the linguini is al dente, about 10 minutes. Drain the linguini and return it to the skillet. Add the tomato sauce, Gruyère, and Parmesan and cook, stirring frequently, until the cheese is melted, about 5 minutes. Spoon the mixture into 4 small round pizza crusts and bake in a 400°F oven for 10 minutes. Serve hot.

In a large skillet, heat 1 tablespoon of oil over medium heat. Add the linguini and cook, stirring frequently, until the linguini is al dente, about 10 minutes. Drain the linguini and return it to the skillet. Add the tomato sauce, Gruyère, and Parmesan and cook, stirring frequently, until the cheese is melted, about 5 minutes. Spoon the mixture into 4 small round pizza crusts and bake in a 400°F oven for 10 minutes. Serve hot.



Architecture – Interior Design  
 9 x 12; 224 pages  
 200-250 full-color photos  
 978-0-307-71878-5  
 \$50.00 hardcover (Canada: \$57.00)  
 ON SALE 4/3/2012  
 All Rights: Crown

National print coverage in men's, women's, lifestyle  
 and shelter magazines and newspapers

National radio attention

Online Promotion

- Banner advertising on DesignSponge
- Cross-promotion on author's website,  
 TimClarkeDesign.com, and in his retail location,  
 Tower 20 in Los Angeles
- Blog outreach

Promotional materials available

## Coastal Modern

Sophisticated Homes Inspired by the Ocean

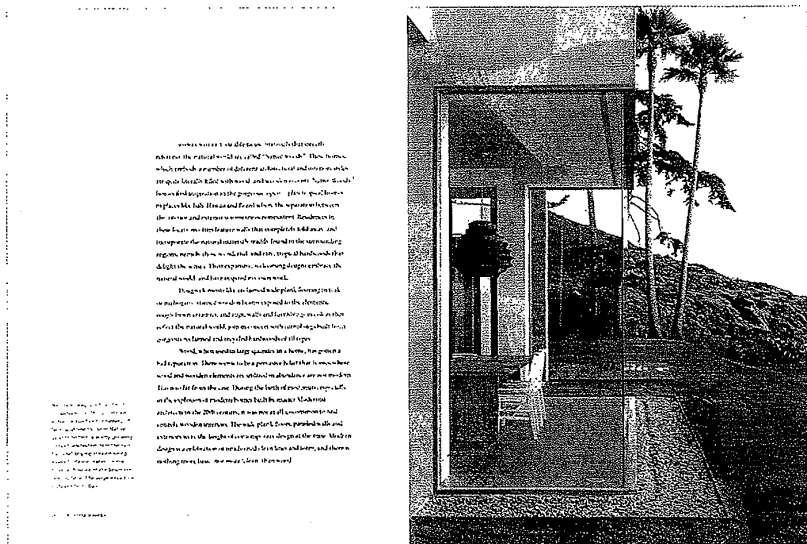
Tim Clarke with Jake Townsend

For lovers of the seashore and fans of clean, modern, inventive design, celebrated Santa Monica-based interior decorator Tim Clarke illustrates how to infuse inspiration drawn from the coastal lifestyle and the fantasy of the "perfect beach house" into any space, regardless of size or location.

There are few people in the world who have captured the essence of coastal living the way that superstar interior designer Tim Clarke has. In the fifteen years that he has been creating residential environments for Hollywood celebrities, power brokers, and socialites, the Tim Clarke brand has become synonymous with breezy, relaxed elegance. With photographs by acclaimed interiors photographer Noah Webb, this lavishly illustrated home design book shares Tim's aesthetic and philosophy as seen in more than 15 spaces, where clean lines, organic shapes, a mix of hard and soft textures, and colors inspired by the sea and the sand create a sense that these places are at once spacious and restful.

TIM CLARKE is an interior designer in Santa Monica, California, who has created interiors for many Hollywood celebrities and whose work has been featured in leading publications including *Elle Décor*, *House Beautiful*, *Veranda*, *Town and Country*, and the *Los Angeles Times*. His design firm, TCI, has a clientele base that includes leaders in entertainment, business, and sports, and his eponymous Santa Monica retail location sells one-of-a-kind beach-inspired furniture and curios.

Writer JAKE TOWNSEND has contributed to the *Los Angeles Times* and *Condé Nast Traveler*, among others, and he is the author or co-author of 10 books, including many of the acclaimed Cool Hotels series.



# Exhibit H

## Katie Workman's 'The Mom 100 Cookbook'



If you're a mom with a busy schedule and a desire to still produce good, quality meals for your family, Katie Workman has just published a cookbook with you in mind, "[The Mom 100 Cookbook](#)." This cookbook's philosophy aims to provide real solutions for the everyday dilemmas that cooking for kids can present.

As is written on the back cover, the book presents 20 cooking-related dilemmas that moms face on a daily basis, and provides five solutions (in the form of recipes) for each dilemma -- offering a total of 100 recipes that moms can turn to when in need.

For example, one of the dilemmas covered in the book is "Getting The Kids Fed And Out The Door." Many moms will attest that mornings are busy and hectic, and so this is a valuable meal time to address. Workman offers five recipes for the dilemma with additional twists. Her recipe for scrambled eggs offers 10 alternative versions, such as the green eggs scramble, meat scramble or cheese scramble. Other dilemmas she addresses include: "The Kids Can't Get Beyond Hamburgers and Hotdogs," "Be Brave -- Serve Salad," and "I'm Looking For Some New Surefire Hits."

Since Workman is a working mother herself, she [writes a blog](#) (and also blogs for us also at HuffPost Kitchen Daily) and is the Editor in Chief of [cookstr.com](#), she has included many features in her cookbook aiming to make a working mom's life easier. For most recipes, she offers tips on how you can make part of a dish ahead of time (when you actually have a free moment) or how the kids can help you in the kitchen (making a valid point that if the kids helped make it, they'll be more likely to try it).

Workman also devotes a great deal of time and consideration for the mom of the picky eater. She believes that just because your child isn't an adventurous eater, that doesn't mean that the whole family has to eat bland meals. She offers recipes called "fork in the road recipes" that allow you to appease the picky eater while still making an exciting dish for the rest of the family.

To get an idea of the kind of recipes you can find in Workman's book, you can check out the ones she has contributed to our site.

### Katie Workman Recipes:

[Tarragon Mustard Crusted Filet Of Beef](#)

[Southwestern Chicken-Chipotle Super Bowl Dip](#)

[Avocado And Cannellini Bean Crostini With Gremolata](#)

[Pad Thai](#)

[Modern Greek Salad](#)

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID MCGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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 BRAD HASEGAWAIN SUPPORT OF DEFENDANT GOOGLE  
INC.'S MOTION FOR SUMMARY JUDGMENT**

I, Brad Hasegawa, hereby declare under penalty of perjury:

1. I am an engineer at Google Inc. I submit this declaration in support of Defendant's Motion for Summary Judgment. I make this declaration based on personal knowledge of the facts and circumstances set forth herein.
2. My duties at Google include ensuring the security of Google Books. In this declaration, I discuss security measures for the type of books at issue in this case -- full-length, English-language books not known to be in the public domain and not in the Partner Program.
3. The Google servers which hold the complete scans of books and related information are not publicly accessible and are protected by the same security system Google employs to protect its own confidential information.
4. Google employs security measures to ensure users cannot recover the text of an entire snippet view book or even complete pages from those books. Examples of those measures follow. Google shows at most three snippets in any given book in response to a given search query. A user cannot cause the system to return different sets of snippets for the same search query on the About the Book page, and Google Books does not allow the searcher to copy the text of those snippets, instead presenting them in the form of an image snippet. The position of each snippet is fixed within the page, and does not represent a "sliding window" around the search term. Only the first responsive snippet available on any given page will be returned in response to a query—so even if the term appears eight times on the page, only one snippet from that page will be displayed. One of the snippets on each page is blacklisted (meaning that it will not be shown). In addition, at least one out of ten entire pages in each book is blacklisted.
5. These protections are designed to prevent a user from conducting multiple searches in order to reconstruct any substantial portion of a book. Even if the attacker had a



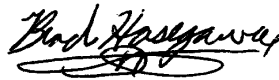
physical copy of the book in question in front of him, and used that physical copy to identify words appearing in successive snippets to use as the basis for the attack, the most complete patchwork of snippets he could end up with would still be missing at least one snippet from every page and at least 10% of all pages. (Of course, if the attacker had the book in front of him, it would be much easier for him to scan it than to try to circumvent Google's security measures.)

6. Protections are in place to prevent automated downloading of snippets. For example, image snippets are given web addresses (URLs) which do not fit a predictable pattern, and rate limits are placed on the number of requests from a particular user, and the amount of material shown from a particular book across all users.

7. I am aware of no security breaches resulting in unauthorized access to books, and due to my role in ensuring the security of Google Books, I would have been informed if any such breach had occurred.

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

Executed on this 25<sup>th</sup> day of July, 2012 at Mountain View, California.



---

Brad Hasegawa

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID MCGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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 STEPHANE JASKIEWICZ SUPPORT OF DEFENDANT  
GOOGLE INC.'S MOTION FOR SUMMARY JUDGMENT**



I, Stephane Jaskiewicz, hereby declare under penalty of perjury:

1. I am an Engineer at Google Inc. I submit this declaration in support of Defendant's Motion for Summary Judgment. I make this declaration based on personal knowledge of the facts and circumstances set forth herein.

**I. THE GOOGLE BOOKS CORPUS**

2. I am familiar with the technical process which scanned books undergo, and am familiar with the databases which hold information about the books in the Google Books corpus.

3. Books are scanned at scan centers. Images of the book pages are stored in a secure manner for processing. Optical character recognition (OCR) is performed on the images to generate machine-readable text, which is also stored on Google file servers.

4. I am generally familiar with the scope of the books which can be searched through Google Books. The Google Books corpus contains virtually every type of book: novels, biographies, children's picture books, reference works, textbooks, instruction manuals, treatises, dictionaries, cookbooks, books of poetry and memoirs. Google Books includes both in print and out of print works, though the significant majority are out of print.

5. Google has a policy of excluding from display works a rightsholder has asked Google not to display and takes steps to render the text of those books unsearchable. Any rightsholder can exclude a book simply by filling out an online form which was been available since 2005. Google maintains a database of books which are to be excluded as a result of requests from rightsholders.

**II. THE GRIN SYSTEM**

6. A library that has submitted a book to be scanned may make and download a copy of the scan of its book using a system called the Google Return Interface (GRIN).

7. I lead the engineering team responsible for maintaining GRIN, and am familiar

with its operation. The details of GRIN discussed herein have not varied over time.

8. To make this copy, a library first submits a request to the GRIN system, which in turn triggers the creation of an encrypted copy of the book that is placed on a secure Google server. This copy is made from the central copy of the scan data stored by Google, which is used by the processes which support other portions of Google Books, such as indexing and snippet display. Each book is encrypted, and each library has a unique encryption key. The library may then download this encrypted copy of the book it made.

9. Some but not all full-length English-language books not known to be in the public domain have been copied by the libraries using GRIN. Where a library takes no action with respect to a particular book, the GRIN system does not do anything with respect to that book.

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

Executed on this 25 day of July, 2012 at Mountain View, California.

  
Stephane Jaskiewicz

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID McGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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.

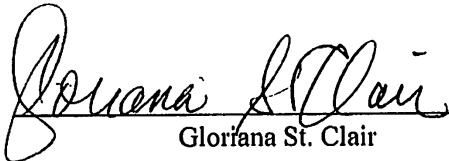
Civil Action No. 05 CV 8136 (DC)

ECF Case

**DECLARATION OF GLORIANA ST. CLAIR  
IN SUPPORT OF DEFENDANT GOOGLE INC.'S  
MOTION FOR SUMMARY JUDGMENT**

I, Gloriana St. Clair, declare as follows:

1. I am the Dean of University Libraries at Carnegie Mellon University in Pittsburgh, Pennsylvania. I am also a director of the Universal Digital Library, whose main project is the Million Book Project.
  2. I have been retained by Defendant Google Inc. to provide my opinions regarding the challenges libraries and others face in identifying and finding copyright owners, and regarding the practices of libraries with respect to digitization of books at the time Google began its Google Books project.
  3. My expert report, which was submitted in this matter on May 4, 2012, is attached hereto as Exhibit A. The facts in that report stated on my personal knowledge are true and correct. The report also states truly and correctly my opinions in this matter, based on the facts of which I have personal knowledge and the additional information reflected in the report.
- I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on July 18, 2012 in Pittsburgh, Pennsylvania.

  
Gloriana St. Clair

## **EXHIBIT A**

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID F. MCGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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**

**EXPERT REPORT OF GLORIANA ST. CLAIR**

**May 3, 2012**

1. I am the Dean of Libraries at Carnegie Mellon University in Pittsburgh, Pennsylvania, where I oversee all library activities. In addition, I am a director of the Universal Digital Library, otherwise known as the Million Book Project. This project is an ongoing effort to digitize books and make them available over the web.

2. I have worked as a cataloger at the Universities of California and Oklahoma, as Head of Technical Services (including acquisitions) at the San Antonio Public Library, as the Head of Acquisitions for libraries at Texas A&M, as the Director for Technical, Automation, and Administrative Services at Oregon State University, as the Associate Dean for Information and Access Services at Penn State. I became University Librarian at Carnegie Mellon on April 1, 1998 and have been at Carnegie Mellon since that time.

3. I also have served as the editor of *College & Research Libraries* and the *Journal of Academic Librarianship*. After Elsevier purchased *JAL*, I was one of the founders of *portal: Libraries and the Academy*, which is part of Johns Hopkins' University Press Project Muse, a licensed digital resource for libraries.

4. My educational background, publications and additional qualifications are listed in my CV, which is attached as Exhibit A. I am being paid \$500 per hour for my work on this case. I have not testified in any matter in the past four years. A list of materials provided by counsel for Google Inc. that I considered in the preparation of this report is attached as Exhibit B; other materials I considered are cited herein.

#### **I. Summary of Opinions**

5. I have been asked to provide my opinions regarding the challenges libraries and others face in identifying and finding copyright owners and regarding the practices of libraries with respect to digitization of books at the time Google began its Google Books project. In brief, my opinions are:

- a. In thinking about digitization of books, it is critical to distinguish between digitization to facilitate search to find a book and digitization for the purpose of displaying the whole text of a book. In 2004, when Google began digitizing books, library digitization efforts were modest and were

focused exclusively on the display of whole texts of works, not just snippets to help users assess relevance or the creation of a full-text index for search purposes only. Such digitization as occurred was limited to certain subsets of, almost exclusively, public domain works. No large-scale digitization projects were under way in the U.S.

- b. The digitization of books helps libraries achieve their missions and serve their communities. Digitization and display of the full text of a book allows readers to read a book without having to travel to a library that has the book or wait for the book to be delivered to a local library (if that is possible) through an inter-library loan. Digitization without full display, such as for search only or for search plus display of a snippet of text, allows readers to find books relevant to their interests and possibly to buy or borrow them. In each case, digitization helps readers locate and use information, which is a core purpose of libraries.
- c. In 2004 there was no prospect whatsoever that libraries would seek out copyright holders and offer to pay them money to digitize books for search purposes or for snippet view. Historically, libraries have paid for books themselves but have not paid authors and publishers additional money for the right to catalog and index them. Those services benefit both readers and in, my view, authors, whose work may be found and whose ideas may be studied. There is no reason to believe libraries will alter their traditional practice of not paying to index books and very good reason to believe that they will not. There is no market in which libraries pay to index or display snippets nor is such a market likely to come into existence.
- d. It is often difficult, if not impossible, to find the copyright owner for a book a library might want to digitize; even to the limited extent it is possible to find such rights holders, the cost of doing so for any substantial number of books is prohibitive. That cost alone would prevent libraries from obtaining permission to digitize large numbers of books, even if libraries focused on obtaining permission for only search purposes or snippet views, which libraries do not.

## II. Google's Book Project

6. The Google Books project began in 2004, when Google began scanning collections at libraries including Michigan, Harvard, Stanford, Oxford, and the New York Public Library.<sup>1</sup> A library that has provided books to Google may download digital copies of the books it has provided.<sup>2</sup> Google has scanned over 20 million books.<sup>3</sup> Approximately 45,000 publishers

<sup>1</sup> Declaration of Daniel Clancy In Support of Google's Opposition to Plaintiffs' Motion for Class Certification ¶2.

<sup>2</sup> Deposition of Stephane Jaskiewicz, December 9, 2011, pp. 65-69; Defendant Google Inc.'s Supplemental Narrative Responses and Objections to Plaintiffs' Second Request for Production of Documents and Things, November 2, 2011, p. 8.

<sup>3</sup> Clancy Declaration ¶4.



participate in one aspect of Google Books, called the Partner Program.<sup>4</sup> As discussed below, Google's interest in digitizing books stemmed in part from the Million Book Project, of which I am a director.

### III. Digitization and the Purposes of Libraries

7. The digitization of books allows libraries to achieve their missions and serve their communities to a vastly greater extent than was possible before. Today's library user wants and expects instantaneous gratification and results. S.R. Ranganathan, a noted Indian librarian, promoted five laws for library science. His fourth law stated that libraries should save the time of the reader. Digitization does just that. In addition to saving time it makes every reader a power reader and researcher—through searching full text, new content and new connections are exposed to the reader. Realistically, such searching cannot be duplicated by paging through numerous books. Digitization also benefits the public by extending the life of old, scarce and fragile material with little damage to the original artifact.

8. 95% of funding for Carnegie Mellon libraries comes from our university administration. With their budgets libraries must provide collections to support research and teaching, facilities to serve a growing set of expectations for individual and group work, and services, such as reference, instruction, circulation, and interlibrary loan. Almost half of an academic library's budget is spent on buying journals, books, databases, and a broad variety of other formats.<sup>5</sup> Much of a library's money is committed to maintaining established services; very little is available to fund new efforts.

9. Libraries have always helped students, scholars, and the general public find information. Indexing information has been an important part of that service. Some of the historical methods of indexing are discussed in Part VI. But over the history of indexing, from card catalogs to computerized MARC records, libraries have not paid authors nor sought their

---

<sup>4</sup> *Id.* ¶6.

<sup>5</sup> ARL Statistics 2009-2010. Washington, DC. p. 5.

permission merely to index or to search through their books. Libraries do not do so now, and there is no reason to think that libraries will do so in the future. As discussed below, when libraries seek permission from publishers or authors, it is for the digital display of an entire book so that readers can read it, not for use in tools that help readers find it.

#### **IV. Digitization Efforts Prior to Google Books**

10. In 2004, when Google began its Google Books project, there was no realistic chance that libraries were going to embark on such a comprehensive project on their own. Most fundamentally, both public libraries and academic libraries have little discretionary spending. Public libraries are funded in a variety of complex mechanisms by their municipalities through various tax, millage, endowment, gift, and grant systems. With those funds, the public expects long hours of opening and multiple locations, programming for children and adults, and as large a collection as possible. In 2011, 60% of public libraries reported flat or decreased funding. Many cities face battles over branch closings and staff layoffs. Yet, within these branches, citizens are increasing their use of computers to access the Internet by 70%.<sup>6</sup>

11. For these reasons, scanning projects done by public libraries are almost always boutique offerings focused on areas of great local pride. For example, New York Public Library offers several dozen images of Victorian women, 66 photogravure portraits of artists, and thousands of examples of American popular song sheet covers, circa 1890-1922.<sup>7</sup> Public library scanning involved very discrete projects involving primarily public domain works. Financial challenges to public libraries did not allow them to envision larger projects.

12. Before Google Books, digitization projects not affiliated with academic or local libraries generally were either modest in scope or targeted on specific topics and subsidized. Examples include:

---

<sup>6</sup> American Libraries "The 2012 State of America's Libraries: A Report from the American Library Association." Digital Supplement. [Chicago: American Library Association, 2012.] pp. 11-12.

<sup>7</sup> digitalgallery.nypl.org.

- Project Gutenberg, in which passionate volunteers typed in their favorite books, was the first books project with about 17,000 works.
- Library of Congress's American Memory project brought nine million works, including many documents about the founding of the U.S., to the web beginning in 1990 with private donations.<sup>8</sup>
- Making of America brought 10,000 academic library books and 50,000 articles from 1850-1877 to the web beginning in 1995.
- The Million Book Project, discussed further below, was funded by the National Science Foundation, the government of India, the government of China, and others, began in 2000 and had 1,400,000 books scanned by 2007.<sup>9</sup>

13. At a very high level, the creation of a global digital library would serve the missions of these libraries to their citizen customers. But in their day-to-day struggle to meet demands for open facilities, providing computer access to those unable to afford their own machines, providing services for children, for advancing literacy and for helping job seekers, and meeting the general information needs of the public, public libraries had neither the funding nor the attention and time to conceive and create a large digital library.

14. In addition to their limited resources, I know from personal experience and observation that before Google began its book project, academic libraries did not have the vision to create a multimillion volume digital library.

15. In 2004, most academic libraries did not think in terms of searching for books on the web in the sense that one can search Google Books. Historically when libraries dealt with books that had been reproduced in a different medium, they dealt with rolls of microfilm or sheets of microfiche or microcards. These were kept in storage cabinets. Books reproduced in these other media were typically selected and identified through bibliographies. The reproduction and distribution of the texts did not follow the order of the bibliographies. Various guides had to be consulted to identify the correct microfilm reel. Once identified, the reel had to be correctly loaded into a microfilm reader and then threaded through glass plates. Once that

---

<sup>8</sup> Many of these works were shorter than books, so in assessing the project, I divided the nine million by 20 to achieve a book parity figure.

<sup>9</sup> Gloriana St. Clair, "The Million Book Project in Relation to Google," in William Miller and Rita Pellen (eds) *Googlization of Libraries* (Binghamton, NY: Haworth Press, 2008), 151-163.

was successfully done, the reader then had to page through the multiple books or texts on the reel before finding the desired book. Neither the text of printed books nor microform books can be searched as one searches text in Google Books.

16. Indeed, until I began to work with the Universal Digital Library project at Carnegie Mellon, I was too constrained by the prevailing economic circumstances, conventions, history, and current practices of the public and academic libraries where I worked to see the possibility of such a collection myself. When I began at Carnegie Mellon, which emphasizes technology in its research and instruction, my conversion was instant; my efforts to convert other librarians were largely unsuccessful as the following paragraphs demonstrate.

17. Before I arrived at Carnegie Mellon, a member of its faculty, Dr. Raj Reddy, had conceived of a universal digital library that would include all the books, paintings, journals, and other materials in the world and which would be free to read so that students and citizens around the world would be able to benefit from its existence. He had begun to gather a team to help him realize this dream. I was invited to become a director of the project.

18. Working with Elaine Albright, director of the University of Maine library, I obtained funding from the National Science Foundation (NSF) to gather librarians for a discussion of digitization. The NSF includes an Office of Experimental Program to Stimulate Competitive Research (EPSCoR). States invited were Alabama, Arkansas, Idaho, Kentucky, Louisiana, Maine, Mississippi, Montana, Nebraska, Nevada, North Dakota, Oklahoma, Puerto Rico, South Carolina, South Dakota, Vermont, West Virginia, and Wyoming. Oklahoma did not send a representative. Held in Washington, D.C., on May 25-6, 1999, seventeen of the eighteen EPSCoR states sent representatives. The objective of bringing together library representatives from each EPSCoR state to have them interact with technical representatives was accomplished. For example, the librarians were made aware of recent advances in scanning, another objective of the meeting.

19. One objective of the meeting was to create a consensus in favor of the goal of digitizing 1,000,000 books. No such consensus developed. Most librarians questioned the value

of having a predominantly digital collection and others questioned their states as sites for the work. In spring and summer of 1999, many librarians dismissed this idea even though it would have brought work to their states and even though the NSF program officer Michael Lesk made clear that NSF believed it could provide \$25 million in supplemental funding for such efforts if libraries showed initiative in pursuing them.

20. Subsequently, in September 1999, the Association of Research Libraries, a group of over 100 of the largest libraries in the country, and the Online Computer Library Center (OCLC), a consortium of thousands of libraries of all sizes and types, convened a meeting in Keystone, Colorado. This group ratified a set of principles called the Keystone Principles, which reflected a modest and constrained interest in a more digital future. Participants did not envision the creation of digitized content, however, much less a million or twenty million volume digital library.

21. While I was Associate Dean of Libraries at Penn State I was part of the Digital Library Federation (DLF), and was a member of its Planning Committee from 1995 to 1997. When I moved to Carnegie Mellon I made its libraries part of the DLF as well. Under an evolving set of names, the DLF flourished with a governing policy board from 1994 to 2009. On average, I attended two meetings a year as a part of the governing board.

22. DLF members all worked towards a digital future. Indeed, six DLF members were original participants in the Google Books project. But the point of the DLF was to allow partners to work together to solve problems in the creation of digital libraries. Even in this relatively forward-thinking group I never heard a formal discussion of a project of the size and scope of Google Books.

23. Having been soundly rebuffed by U.S. librarians, Dr. Reddy, and the other directors of the Universal Digital Library, began to work with international colleagues to realize his universal library. Between 2001 and 2003, Dr. Reddy and I were the principal investigators on two funded proposals to scan a million books with partner universities in India and another million books with partner universities in China. This work was subsidized by an NSF grant and

funding from India and China. Scanning for this project has been paid for and accomplished in these and other countries. Funding was limited, however, as discussed below, and the funding we were able to obtain would not have achieved what Google has achieved with Google Books.

24. The greatest achievement of the Million Book Project was that it helped inspire Google Books. In its “frequently asked questions” pages, Google acknowledges that four projects inspired its work—The Library of Congress’s American Memory Project, Project Gutenberg, the Million Book Project, and the Universal Library (the parent umbrella for the Million Book Project). With its own initiative, Google has made significant progress toward realizing the vision that the NSF had funded with its grants for the Million Book Project work. At successive partners meetings beginning in 2007, the Universal Digital Library directors tried to convince the international partners to contribute their content to Google Books.<sup>10</sup> Universal Digital Library directors think that Google Books offers the highest visibility, and greatest use, for the Million Book Project books and also the best alternative for sustainability and preservation.

#### **V. The Infeasibility of Clearing Rights For the Books Google Has Scanned**

25. Though the benefits of digitization are high, rights clearance poses obstacles to furthering the public good through digitization. In pursuit of the digital future, Carnegie Mellon University Libraries decided to experiment with rights clearance to see if it would be a barrier to the creation of a functional digital library.<sup>11</sup> Given our mission, we sought clearance to digitize and make available the whole text of books. We did not seek permission merely to scan books to create a comprehensive index or to display only snippets of text, as Google does for some books.

---

<sup>10</sup> The Directors of the Universal Digital Library are Dr. Raj Reddy, Dr. Michael Shamos, Dr. Jaime Carbonell, and Dr. Gloriana St. Clair. Reddy and St. Clair are the Principal Investigators on the National Science Foundation grants that provided \$3.6M funding for the project.

<sup>11</sup> Our efforts are recorded in *Acquiring Copyright Permission to Digitize and Provide Open Access to Books* by Denise Troll Covey. This work was published by the Digital Library Federation a part of the Council on Library and Information Resources in October 2005.

26. Because I believe very deeply in the public benefits of library digitization, I have subsidized Carnegie Mellon's digitization efforts and these studies by devoting part of Carnegie Mellon's budget to them. I elaborate on this point after describing the studies.

**A. Carnegie Mellon's Feasibility Study**

27. Our first project, called here the Feasibility Study, began in 1999. We drew a random sample of books from our online catalog after consulting with a statistician to ensure that the sample would yield statistically valid conclusions. This sample contained 368 titles. 351 of the 368 titles in this study (95%) appeared to be copyright protected.<sup>12</sup> We began to eliminate other categories of materials as follows:

- 10% were dropped because they were technical reports or theses that had been coded in a MARC field wrongly as books.
- 3% were eliminated because they appeared to have multiple rights holders, such as editors and authors of expression, maps, or other images. We knew that clearing copyright on these would be quite difficult and chose to drop them immediately.
- 8% more were rejected as the study proceeded when publishers introduced "complications from third party ownership."

The resulting set held 277 titles from 209 publishers.<sup>13</sup>

28. In addition to the 11% of books eliminated from the study because their copyright situations were complex, the Feasibility Study showed that finding contact information for publishers is difficult and sometimes impossible. After using *Global Books in Print*, *Literary Market Place*, and Internet search engines, we still could not find even an address for 7% of the over 200 publishers in our sample. Many letters were returned by the U.S. Postal Service as "Address unknown." Ultimately 21% of publishers, accounting for 19% of the titles in our sample, could not be found.<sup>14</sup>

29. For publishers we could find, we sent a letter asking for non-exclusive permission to scan a book and make its text available on the web. Often we did not hear back from the

---

<sup>12</sup> *Id.* at 12.

<sup>13</sup> *Id.*

<sup>14</sup> *Id.* at 13.

publisher, in which case we sent a follow-up letter designed to adduce responses. In total, 278 initial request letters and 246 follow up letters were sent. Response time averaged 101 days for permission granted letters and 124 days for permission denied letters.<sup>15</sup>

30. After these efforts, only half of the publishers we could find responded to our request. Of those that responded, more than a fourth of them granted permission to scan their books and make them available on the web.<sup>16</sup>

#### **B. Carnegie Mellon's Posner Collection Study**

31. Many library digitization projects have focused on specialized collections and we also performed a study of such a project. The Posner Fine Arts Foundation has a collection of rare books collected by Henry Posner, Sr., on deposit with Carnegie Mellon University Libraries. The Posner family wishes this collection to be used for educational purposes. In 2001, Henry Posner, Jr., and his wife Helen funded a digitization and copyright clearance project for the collection. The Posner Collection differs from the random sample of books that were the subject of the Feasibility Study: the Collection includes works focused on the history of science and specially produced books on decorative arts, in which the physical beauty of the book (which cannot be reproduced by scanning) adds significant value to its content.

32. After this collection was digitized we did open for public reading on the web all the titles that were either out of copyright or whose rights had been cleared. Biologists navigating the Amazon, Jehovah's Witnesses writing a story about Robert Hooke, and Cambridge University celebrating its mathematical prowess, among others, have used this collection. Compared with the few students who come in person or in classes to see the originals, the digital surrogates were used well over a million times annually for the last five years.<sup>17</sup>

---

<sup>15</sup> *Id.*

<sup>16</sup> In addition, 68% of publishers granting permission did so only subject to qualifications that would be difficult for a project to accommodate. These included not granting permission for any expression within a book in which the book's author did not control the rights, limiting the time for access or for scanning, prohibiting simultaneous use, or (6%) demanding a fee, which ranged from \$50 to \$300. *Id.* at 15. These demands pertained to full-text display of books, not to search or to display a snippet.

<sup>17</sup> Briefing Book. Pittsburgh: Carnegie Mellon University Libraries, 2010. p. 8.3.



33. For the Posner Collection, we were unable to locate almost one-third of the relevant publishers, accounting for 13% of the books. Almost two-thirds of the publishers contacted responded, and almost half of these granted permission. Almost twice as many publishers granted permission as denied it.<sup>18</sup>

**C. The Million Books Project Study**

34. A third study was done in connection with the Million Books Project. The Project organizers quickly agreed that it would be time-consuming and expensive to identify and seek permission from copyright holders, with no guarantee that those efforts would be successful. Consequently, most of the books targeted by this project are in the public domain. Of the original target of one million books, only 1/10<sup>th</sup> were to be in-copyright works. To select these works the Project began with a bibliography entitled *Books for College Libraries* (BCL), a bibliographic work compiled by librarians.<sup>19</sup> About 5,600 different publishers published the books in the BCL bibliography. We eventually sought to close negotiations with only 364 of these 5,600 publishers. We did not attempt to find and negotiate with authors to whom rights had reverted.

35. The Project initially contacted 32 commercial publishers. Only seven of these responded; two granted permission, two explained that rights had reverted to authors when books went out of print, and three denied permission. In light of the data generated by the Feasibility Study, the Project then abandoned efforts to contact the remaining commercial publishers and instead focused on scholarly societies and university presses.<sup>20</sup>

36. The unreliability of responses we received from publishers in these studies compounded the frustration of rights clearance. For example, Indiana University Press initially granted permission and eight months later denied it because a new director had been hired. Johns Hopkins University Press granted permission and sent a list of titles we were authorized to

---

<sup>18</sup> *Acquiring Copyright Permission*, *supra* note 1, at 26.

<sup>19</sup> American Library Association. *Books for College Libraries*. Chicago: ALA, 1988.

<sup>20</sup> *Acquiring Copyright Permission*, *supra* note 1, at 39.

scan and display. Some time later, the head of the press wrote that rights actually had reverted to the authors. Similarly, Kent State University Press planned to participate but later said that permissions had reverted to the authors. One commercial publisher, Bowker, wrote that it would be happy to grant permission but it thought it did not hold the rights in a book it had published. Bowker explained that it had been owned by a number of parent companies and suggested the rights might be owned by one of them or might have reverted. Following Bowker's suggestion, we contacted one of the previous parent companies but found that it, too, did not own the rights.

37. Carnegie Mellon's results were not singular. In a response by Cornell University Library to the Notice of Inquiry concerning Orphan Works, Sarah Thomas, Carl A. Kroch University Librarian, reports spending over \$50,000 in staff time trying to clear 343 copyrights.<sup>21</sup> Permission was obtained for 98 titles and denied for 47 titles; for the remaining 198 titles no rights holder responded. Thomas noted: "Perhaps the saddest group of letters was from 38 authors who wanted their works made available as part of the project, but whose publishers (the current owners of the copyright) never responded to our inquiries." Responding to the same Notice of Inquiry, Sidney Verba, Carl. H. Pforzheimer University Professor & Director of the Harvard University Library, wrote: "The expense of this sort of searching, with the tools now available, is an expense that in most cases simply cannot be borne in any significant scale. The result is that many books, whose free access through digitization projects would greatly promote the dissemination and creation of knowledge, while not damaging the interest of any copyright owner, are kept out of digital collections serving the public good. A truly lose-lose situation."<sup>22</sup>

38. On balance, therefore, rights clearance poses significant obstacles to furthering the public good through digitization. Relying on the random sample study as the most statistically reliable, in the aggregate, copyright clearance research indicates that for approximately one-third of books, rights clearance either cannot occur at all or will not be

<sup>21</sup> Comment of the Cornell University Library, In re Orphan Works, No. 569 (Mar. 23, 2005), *available at* <http://www.copyright.gov/orphan/comments/OW0569-Thomas.pdf>.

<sup>22</sup> Comment of Harvard University Library, In re Orphan Works, No. 639 (Mar. 25, 2005), *available at* <http://www.copyright.gov/orphan/comments/OW0639-Verba.pdf>.

attempted because the conditions, particularly the presence of multiple rightsholders, are too unfavorable to justify the effort. That fact alone would deprive the public of the benefit of being able to find with the click of a mouse books that might enrich their lives and benefit their scholarship.

## VI. Google Books Is A New And Very Valuable Research Tool

39. Books themselves are wonderful things. Many, many lovers have written passionately about the look, feel, smell, and sound of interacting with a paper book. But the greatest joy of books is their content. Human ability to record ideas in books and their earlier counterparts—clay tablets, stone carvings, papyrus, and vellum—has allowed civilization to advance at a faster and faster pace. At one time in the middle ages, an educated person could have read all the extant books. Today, perhaps 100 million books exist, but as Nobel winner Herbert Simon wisely observed, human attention has not kept pace.<sup>23</sup>

40. From the late 19th century through the first half of the 20th century, libraries used small index cards stored in file drawers. Card catalogs were expensive to create, difficult to maintain, and an arduous-to-use gateway to library collections. These cards recorded some information about a book—its title, author, publication date and publisher, and three or four general subject headings. For example, Kenneth Crews' book *Copyright, Fair Use, and the Challenge for Universities: Promoting the Progress of Higher Education* would have had four cards: one under Crews, Kenneth D.; one under the title of the book (filing under the word "copyright"); one under the subject "Photocopying processes—Fair use (Copyright)—U.S."; and one under "Universities and colleges—United States." The only word of the title that counted was the first one. Thus, *One Flew over the Cuckoo's Nest* would have only appeared under the Os and *The Lord of the Rings* under the Ls (initial articles in all languages are skipped in filing).

---

<sup>23</sup> Herbert A. Simon, "Cooperation between Educational Technology and Learning Theory to Advance Higher Education, in *Technology Enhanced Learning: Opportunities for Changed*, edited by Paul S. Goodman. Mahwah, N. J.: Lawrence Erlbaum Associates, 2002. Pp. 61-74.

41. In the last half of the 20th century, libraries began to use computers to help scholars find their way through multimillion volume collections. In the early 1960s, local libraries purchased computers to replace the card catalog. The Online Computer Library Center (OCLC) was created; OCLC allowed libraries to know who had which books and to share the costs of cataloging those books. Readers could now access words inside the title and subject heading, could search by publisher, city of publication, date, and many other parts of the descriptive record, now called a MARC record.

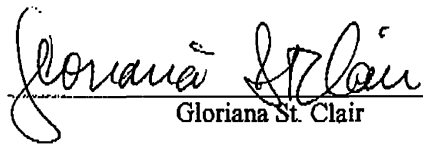
42. Throughout this process, however, book content remained closed. Books could be located through OCLC's Webcat using traditional cataloging records (now called metadata). Typical access points are the names of authors, editors, illustrators, etc.; the title; the publisher; and about four subject fields. Finding any idea not captured by these fields required locating the physical book and thumbing through it or re-reading it. This process was time consuming and often failed.

43. Historically, this process was also local. The knowledge one was able to find depended on what library one could gain admission to. When I was the head of the Acquisitions Department at Texas A&M University in 1980s, the libraries employed a university car and driver weekly to transport faculty and students over to the University of Texas in Austin so that they could use the larger and differently-focused library there. In my service on A&M's small research grant committee, we often funded trips to Europe so that scholars could use collections located there. Today at Carnegie Mellon, a student doing a dissertation on the rhetoric of the debate around Darwin's theory of evolution sits comfortably in his office reading the relevant texts on his or her computer. Not only does this student not have to travel or use the hated microforms to read books for which full display is available, but even for other books the student can work much more quickly and precisely because he can search inside the books themselves.

44. Google Books provides an immense public benefit by helping scholars and citizens find books that are responsive to their needs and interests. Google Books has transformed the way citizens and scholars worldwide can find books. Rather than paging

through row upon row of books, thumbing through index cards, spooling reels of microfilm, or searching only keywords created by others, today's readers can search the actual text of over 20 million books to find those that best suit their needs. Time they need not spend looking is time they may spend learning or simply enjoying books they otherwise might never have known existed. That is a large part of what libraries themselves are for. The resulting benefit to the public is, in my view, enormous, and it does not come at the expense of authors, whose books and ideas are far easier to find than they otherwise would be. Helping readers find books is a service to both readers and authors.

Dated: May 3, 2012

  
Gloriana St. Clair

DURIE TANGRI LLP  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID MCGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
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**

**LOCAL RULE 56.1 STATEMENT OF UNCONTESTED FACTS IN SUPPORT OF  
DEFENDANT GOOGLE INC.'S MOTION FOR SUMMARY JUDGMENT OR IN THE  
ALTERNATIVE FOR SUMMARY ADJUDICATION**

Pursuant to Local Rule 56.1, Defendant Google Inc. (“Defendant”) respectfully submits this statement of uncontested facts in support of its motion for summary judgment or in the alternative for summary adjudication.

1. Research libraries house millions of books. Decl. Dan Clancy Supp. Def. Google Inc.’s Mot. Summ. J. (“Clancy Decl.”) ¶ 3.

2. Most books included in the Google Books Library Project are academic works. Clancy Decl. ¶ 3.

3. Most books included in the Google Books Library Project are non-fiction. Brian Lavoie and Lorcan Dempsey, *Beyond 1923: Characteristics of Potentially In-copyright Print Books in Library Collections*, 15 D-Lib 11/12 (2009), available at <http://www.dlib.org/dlib/november09/lavoie/11lavoie.html>.

4. Most books included in the Google Books Library Project are out of print. Clancy Decl. ¶ 3; Decl. Stephane Jaskiewicz Supp. Def. Google Inc.’s Mot. Summ. J. (“Jaskiewicz Decl.”) ¶ 4.

5. All of works in the Google Books corpus were published. Decl. Joseph C. Gratz Supp. Def. Google Inc.’s Mot. Summ. J. (“Gratz Decl.”) Ex. 3, Plas.’ Resp. Obj. Def. Google Inc.’s 1st Set Interrogs. No. 1 at B(1).

6. The Google Books corpus contains novels, biographies, children’s books, reference works, textbooks, instruction manuals, treatises, dictionaries, cookbooks, books of poetry, and memoirs, among other works. Jaskiewicz Decl. ¶ 4.

7. Beginning in the late nineteenth century, libraries indexed books using index cards, which recorded some bibliographical information and classified the book under a handful of subject headings chosen by librarians. Decl. Gloriana St. Clair Supp. Def. Google Inc.’s Mot.

Summ. J. (“St. Clair Decl.”) Ex. A ¶ 40.

8. In the second half of the twentieth century, the gradual digitization of card catalogues allowed library users to perform electronic searches for the names of authors and to search within a book’s title as well as a few subject fields per book. St. Clair Decl. Ex. A ¶ 41.

9. Electronic card catalogue searches do not allow a user to search for information not tied to the author, title, or one of the specific subject fields. Gratz Decl. Ex. 1, Courant Dep. Tr. 96:16-97:2.

10. Google Books allows a user to search the full text of the Google Books corpus using a query of the user’s own design. Clancy Decl. ¶ 7.

11. A search for “Archimedes” using Google Books locates many thousands of books in less than one second. Clancy Decl. ¶ 7.

12. A search for Archimedes using Google Books returns the most relevant books in the Google Books corpus that contain any reference to Archimedes. Clancy Decl. ¶ 7.

13. The ability to search electronically the full text of books can be achieved only by digitizing the full texts of those books. Gratz Decl. Ex. 1, Courant Dep. Tr. 96:16-97:2; Gratz Decl. Ex. 2, Aiken Dep. Tr. 104:7-105:2.

14. In 2004 Google began scanning books in the collections of several significant research libraries, including the University of Michigan and the University of California. Clancy Decl. ¶ 5.

15. A book is scanned at one of a small number of scan centers. Clancy Decl. ¶ 6.

16. Physical access to the scan centers is limited to Google employees and contractors. Clancy Decl. ¶ 6.

17. Images of the book pages are stored in a secure manner for processing.



Jaskiewicz Decl. ¶ 3.

18. Optical character recognition (OCR) is performed on the images to generate machine-readable text, which is also stored on Google servers. Jaskiewicz Decl. ¶ 3.

19. The Google servers on which books are stored are not publicly accessible. Decl. Brad Hasegawa Supp. Def. Google Inc.'s Mot. Summ. J. ("Hasegawa Decl.") ¶ 3.

20. The Google servers on which books are stored are protected by the same security Google employs to protect its own confidential information. Hasegawa Decl. ¶ 3.

21. Google is aware of no security breaches resulting in unauthorized access to books. Hasegawa Decl. ¶ 7.

22. Google analyzes each scan and creates an overall index of all the books that have been scanned. Clancy Decl. ¶ 6.

23. The Google Books index links each word or phrase appearing in each book with all of the locations in all of the books in which that word or phrase is found. Clancy Decl. ¶ 6.

24. The Google Books index allows a search for a particular word or phrase to return a result that includes the most relevant books in which that word or phrase is found. Clancy Decl. ¶ 6.

25. When a user performs a search, Google Books uses the index to generate search results for a user's query. Clancy Decl. ¶ 8.

26. The search results return a list of books in which that user's search term appears. Clancy Decl. ¶ 8.

27. A user can click on a particular result to be directed to an "About the Book" page. Clancy Decl. ¶ 9.

28. The "About the Book" page allows the user to obtain more information about the

book in question. Clancy Decl. ¶ 9.

29. The About the Book page includes links to sellers of the book. Clancy Decl. ¶ 9.

30. The About the Book page includes links to libraries listing the book as part of their collections. Clancy Decl. ¶ 9.

31. No advertisements have ever appeared on any About the Book page for any book that is part of the Library Project. Clancy Decl. ¶ 9.

32. In some uses of Google Books, users can also see a small amount of text from the book (a “snippet”). Clancy Decl. ¶ 10.

33. Google employs security measures to ensure that users cannot recover the entire text of a snippet view book. Hasegawa Decl. ¶ 4.

34. Google employs security measures to ensure that users cannot recover one complete page of a snippet view book. Hasegawa Decl. ¶ 4.

35. A user cannot cause the system to return different sets of snippets for the same search query. Hasegawa Decl. ¶ 4.

36. Google Books does not allow the searcher to copy the text of snippets. Hasegawa Decl. ¶ 4.

37. The position of each snippet is fixed within the page, and does not represent a “sliding window” around the search term. Hasegawa Decl. ¶ 4.

38. Only the first responsive snippet available on any given page will be returned in response to a query. Hasegawa Decl. ¶ 4.

39. One of the snippets on each page is blacklisted (meaning that it will not be shown). Hasegawa Decl. ¶ 4.

40. At least one out of ten entire pages in each book is blacklisted. Hasegawa Decl. ¶ 4.

41. Even if an “attacker” had a physical copy of the book in question in front of him, and used that physical copy to identify words appearing in successive passages to use as the basis for the attack, the most complete patchwork of snippets he could end up with would still be missing at least one snippet from every page and 10% of all pages. Hasegawa Decl. ¶ 5.

42. Not all books are placed in “snippet view.” Clancy Decl. ¶ 11.

43. Works whose text is organized in short “chunks” such as dictionaries, cookbooks, and books of haiku are excluded from snippet view. Clancy Decl. ¶ 11.

44. The determination whether to place a work in snippet view is made by human operators who examine each book to ascertain whether it is organized in short chunks. Clancy Decl. ¶ 11.

45. No book is designated for “snippet view” without a manual review. Clancy Decl. ¶ 11.

46. Google has a policy of excluding works a rightsholder has asked Google not to display. Clancy Decl. ¶ 11.

47. Any rightsholder can ask to exclude a book by filling out an online form which has been available since 2005. Clancy Decl. ¶ 11.

48. For excluded works, users may view bibliographic information about the book but not text from the book itself. Clancy Decl. ¶ 12.

49. Rightsholders may request that Google display text through the Partner Program. Clancy Decl. ¶ 13.

50. The rightsholder can choose what percentage of the text of the book to display as

part of the Partner Program. Clancy Decl. ¶ 13.

51. Most rightsholders in the Partner Program choose to display at least 20% of the text of their books. Clancy Decl. ¶ 13.

52. Over 45,000 publishers have included works within the Partner Program, including HarperCollins, Penguin, Simon & Schuster, and Macmillan. Clancy Decl. ¶ 14.

53. Google Books advances scholarly research. Gratz Decl. Ex. 5, Samuelson letter to Judge Chin at 1; St. Clair Decl. Ex. A ¶ 43.

54. A search on Google Books for “Steve Hovley” returns dozens of books that discuss that major leaguer, including *Ball Four* and a book about the 1969 Seattle Pilots (for whom Hovley played). Decl. Kurt Groetsch Supp. Def. Google Inc.’s Mot. Summ. J. (“Groetsch Decl.”) ¶ 12.

55. A search in of the catalogue of the Library of Congress produces no results for Steve Hovley. Groetsch Decl. ¶ 11.

56. A researcher searching the catalog of the Library of Congress for information about attorney Minoru Yasui will find only one book containing information about Mr. Yasui. Groetsch Decl. ¶ 13.

57. A search of Google Books for attorney Minoru Yasui will identify dozens of books available in bookstores and libraries with information about Mr. Yasui, from a reproduction of the Supreme Court filings in *Yasui v. United States* to an oral history of Japanese settlers in Oregon containing a whole chapter in which Mr. Yasui recounts his story. Groetsch Decl. ¶ 14.

58. Text from the books in the Google Books corpus was used as an input to the “n-grams” research project. Clancy Decl. ¶ 15.

59. The n-grams project provides a tool for users to determine how frequently different terms or phrases appear in books published at different times. Clancy Decl. ¶ 15.

60. The n-grams project has resulted in the publication of a paper in the journal *Science*. Jean-Baptiste Michel et al., *Quantitative Analysis of Culture Using Millions of Digitized Books*, 331 SCIENCE 176 (2011), available at <http://www.sciencemag.org/content/early/2010/12/15/science.1199644>.

61. Google entered into agreements with participating libraries pursuant to which the libraries' books would be scanned, after which the physical copies of the books would be returned to the libraries. Clancy Decl. ¶ 5.

62. The libraries promise contractually to abide by the copyright laws with respect to their copies. Clancy Decl. ¶ 5.

63. Pursuant to its agreement with Google, a library that has submitted a book to be scanned may make and download a copy of the scan of its book using a system called the Google Return Interface (GRIN). Jaskiewicz Decl. ¶ 6.

64. No library may use GRIN to make a digital copy created from another library's book. Jaskiewicz Decl. ¶ 8.

65. To make a copy, a library first submits a request to the GRIN system. Jaskiewicz Decl. ¶ 8.

66. The library's request to the GRIN system triggers the creation of an encrypted copy of the book that is placed on a secure Google server. Jaskiewicz Decl. ¶ 8.

67. Each book is encrypted, and each library has a unique encryption key. Jaskiewicz Decl. ¶ 8.

68. The library may download the encrypted copy of the book it made. Jaskiewicz

Decl. ¶ 8.

69. Some but not all of the books in the class have been copied by the libraries using GRIN. Jaskiewicz Decl. ¶ 9.

70. Where a library takes no action with respect to a particular book, the GRIN system does not do anything with respect to that book. Jaskiewicz Decl. ¶ 9.

71. No library has loaned out any digital copy it made using GRIN. Gratz Decl. Ex. 1, Courant Dep. Tr. 46:3-20.

72. Libraries have used the downloaded copies to make their own full-text indices of the works in their collections. Gratz Decl. Ex. 1, Courant Dep. Tr. 105:2-12.

73. Libraries have used the downloaded copies to make the digital copies available to the blind. Gratz Decl. Ex. 1, Courant Dep. Tr. 43:2-15.

74. Libraries have used the downloaded copies to archive digital copies for the purpose of preservation. HathiTrust Mot. Summ. J. at 3; *see also* Gratz Decl. Ex. 1, Courant Dep. Tr. 85:12-86:11.

75. The participating libraries have taken security precautions to protect their copies of works included in the Google Books corpus. Gratz Decl. Ex. 1, Courant Dep. Tr. 106:23-107:8.

76. There is no evidence that any security breach has occurred with respect to any of the library copies of works included in the Google Books corpus. Gratz Decl. Ex. 1, Courant Dep. Tr. 107:5-8.

77. No library has reduced its purchasing of books as a result of downloading of scans using GRIN. Gratz Decl. Ex. 1, Courant Dep. Tr. 108:15-19.

78. Libraries historically have not paid authors or publishers for the right to scan

books in order to index them. Gratz Decl. Ex. 1, Courant Dep. Tr. 112:6-9; St. Clair Decl. Ex. A ¶¶ 5(c), 9.

79. Libraries historically have not paid authors or publishers for the right to scan books in order to search them. Gratz Decl. Ex. 1, Courant Dep. Tr. 112:6-9; St. Clair Decl. Ex. A ¶¶ 5(c), 9.

80. One traditional way to promote book sales is to provide readers with the ability to browse books. Decl. Bruce S. Harris Supp. Def. Google Inc.'s Mot. Summ. J. ("Harris Decl.") Ex. A ¶¶ 10-14.

81. Books in bookstores are typically displayed on shelves or tables where they can be browsed. Gratz Decl. Ex. 2, Aiken Dep. Tr. 146:10-147:19; Harris Decl. Ex. A ¶ 15.

82. Browsing can occur through websites such as Amazon.com, where publishers and authors can agree to allow users to "Search Inside the Book." Harris Decl. Ex. A ¶ 17; Decl. Albert N. Greco Supp. Def. Google Inc.'s Mot. Summ. J. ("Greco Decl.") Ex. A ¶ 15; Gratz Decl. Ex. 2, Aiken Dep. Tr. 147:20-23.

83. Some but not all of the books at issue in this case can be browsed on Amazon's site using "Search Inside the Book." Decl. Judith A. Chevalier Supp. Def. Google Inc.'s Mot. Summ. J. ("Chevalier Decl.") Ex. A ¶¶ 40-42; Gratz Decl. Ex. 2, Aiken Dep. Tr. 183:20-184:20.

84. Search Inside the Book displays excerpts that are larger than the Google Books snippets. Chevalier Decl. Ex. A ¶ 47; Gratz Decl. Ex. 2, Aiken Dep. Tr. 183:20-184:20.

85. Rightsholders give permission for online browsing using "Search Inside the Book" without compensation to authors. Chevalier Decl. Ex. A ¶ 41; Gratz Decl. Ex. 2, Aiken Dep. Tr. 183:20-184:20.

86. The Authors Guild believes that online browsing has a net positive effect on book

sales. Gratz Decl. Ex. 2, Aiken Dep. Tr. 186:14-17.

87. The Authors Guild has recommended to its members that they make the entire first chapter of a book freely available on the Internet. Gratz Decl. Ex. 2, Aiken Dep. Tr. 176:1-8, 13-24.

88. The “Back in Print” program allows authors to digitize their out-of-print books and make them available for sale through a company called iUniverse. Gratz Decl. Ex. 2, Aiken Dep. Tr. 172:25-175:25.

89. William Morris is the largest literary agency in the world. Gratz Decl. Ex. 6, Zohn Dep. Tr. 12:24-13:9.

90. William Morris believes that inclusion in Google Books “is a fair use and not detrimental to the copyright owner in any way.” Gratz Decl. Ex. 7, Zohn Dep. Ex. 2 at 1.

91. Google Books has not displaced the sale of even a single book. Chevalier Decl. Ex. A ¶ 47.

92. A survey of authors has shown that the majority of authors approve of their inclusion in Google Books. Decl. Hal Poret Supp. Google Inc.’s Opp’n Plas.’ Mot. Class Certification Ex. 1 at 14, ECF No. 1001-1.



93. A survey of authors has shown that the majority of authors do not perceive any harm from their inclusion in Google Books. Decl. Hal Poret Supp. Google Inc.'s Opp'n Plas.' Mot. Class Certification Ex. 1 at 14, ECF No. 1001-1.

Dated: July 27, 2012

Respectfully submitted,

By: /s/ Joseph C. Gratz  
DARALYN J. DURIE (*Pro Hac Vice*)  
ddurie@durietangri.com  
JOSEPH C. GRATZ (*Pro Hac Vice*)  
jgratz@durietangri.com  
DAVID MCGOWAN (*Pro Hac Vice*)  
dmcgowan@durietangri.com  
GENEVIEVE P. ROSLOFF (*Pro Hac Vice*)  
grosloff@durietangri.com  
DURIE TANGRI LLP  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant Google Inc.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

----- X	
The Authors Guild, Inc., Associational Plaintiff,	:
Betty Miles, Joseph Goulden, and Jim Bouton,	:
individually and on behalf of all others similarly	:
situated,	:
	:
Plaintiffs,	:
	:
v.	:
	:
Google Inc.,	:
	:
Defendant.	:
	:
	:
	:
	:
----- X	

Case No. 05 CV 8136-DC

~~FILED UNDER SEAL~~

ECF CASE

**DECLARATION OF JOANNE ZACK IN SUPPORT  
OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT  
(PUBLIC REDACTED VERSION)**

I, Joanne Zack, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am a partner in Boni & Zack, LLC, counsel for plaintiffs in this litigation and a member of the bar of this Court. I submit this declaration in support of plaintiffs' motion for partial summary judgment.

2. Attached hereto as Exhibit 1 is a true and correct copy of U.S. Copyright Office Certificate of Registration No. A173097 (for JIM BOUTON, BALL FOUR).

3. Attached hereto as Exhibit 2 is a true and correct copy of U.S. Copyright Office Certificate of Registration No. TX0000338841 (for BETTY MILES, THE TROUBLE WITH THIRTEEN).

4. Attached hereto as Exhibit 3 is a true and correct copy of U.S. Copyright Office Certificate of Registration No. A346254 (for JOSEPH GOULDEN, THE SUPERLAWYERS: THE SMALL AND POWERFUL WORLD OF THE GREAT WASHINGTON LAW FIRMS).

5. Attached hereto as Exhibit 4 are true and correct copies of print-outs from Google's website displaying search results in JIM BOUTON, BALL FOUR.
6. Attached hereto as Exhibit 5 are true and correct copies of print-outs from Google's website displaying search results for the term "pitch" in JIM BOUTON, BALL FOUR.
7. Attached hereto as Exhibit 6 are true and correct copies of print-outs from Google's website displaying search results for the term "pitches" in JIM BOUTON, BALL FOUR.
8. Attached hereto as Exhibit 7 are true and correct copies of print-outs from Google's website displaying search results in BETTY MILES, THE TROUBLE WITH THIRTEEN.
9. Attached hereto as Exhibit 8 are true and correct copies of print-outs from Google's website displaying search results in JOSEPH GOULDEN, THE SUPERLAWYERS: THE SMALL AND POWERFUL WORLD OF THE GREAT WASHINGTON LAW FIRMS.
10. Attached hereto as Exhibit 9 are excerpts from a spreadsheet produced by Google identifying approximately 2.7 million scanned books Google has distributed to libraries. Because the spreadsheet is voluminous, the entire document has not been attached.
11. Attached hereto as Exhibit 10 is a true and correct copy of a print-out from <http://www.authorsguild.org/about/history.html>.
12. Attached hereto as Exhibit 11 is a true and correct copy of a print-out from <http://investor.google.com/corporate/faq.html>.
13. Attached hereto as Exhibit 12 is a true and correct copy of "Google Checks Out Library Books," dated December 14, 2004, as printed from Google's website.
14. Attached hereto as Exhibit 13 is a true and correct copy of pages 1, 2, 15, and 56 from Google Inc.'s 2011 Form 10-K, as printed from Google's website.
15. Attached hereto as Exhibit 14 is a true and correct copy of pages 1, 3, and 50 from

Google Inc.'s 2010 Form 10-K, as printed from Google's website.

16. Attached hereto as Exhibit 15 is a true and correct copy of a document titled "Google Print Partner Development: Global Sales Conference," bates labeled GOOG000101101-GOOG000101116.

17. Attached hereto as Exhibit 16 is a true and correct copy of the transcript of the deposition of Daniel Clancy in this case.

18. Attached hereto as Exhibit 17 is a true and correct copy of the Google Book Partner Program Standard Terms and Conditions, available at <https://books.google.com/partner/terms>.

19. Attached hereto as Exhibit 18 is a true and correct copy of the transcript of the deposition of Thomas Turvey in this case.

20. Attached hereto as Exhibit 19 is a true and correct copy of a print-out from <http://support.google.com/books/bin/answer.py?hl=en&answer=43729/>.

21. Attached hereto as Exhibit 20 is a true and correct copy of an announcement from Google, "Committee on Institutional Cooperation (CIC) Joins Google's Library Project," dated June 6, 2007, as printed from Google's website.

22. Attached hereto as Exhibit 21 is a true and correct copy of the Declaration of Daniel Clancy in Support of Google Inc.'s Opposition to Plaintiffs' Motion for Class Certification, filed February 8, 2012.

23. Attached hereto as Exhibit 22 is a true and correct copy of a print-out from <http://support.google.com/books/bin/answer.py?hl=en&answer=43751>.

24. Attached hereto as Exhibit 23 is a compilation of true and correct copies of documents Google produced in this case, namely agreements Google has entered into with

various libraries: the Cooperative Agreement with the United States Library of Congress, the Digitization Agreement with Leland Stanford Junior University, the Cooperative Agreement with the University of Michigan, the Collaboration Agreement with Harvard College, the Cooperative Agreement with the University of California, the Cooperative Agreement with The New York Public Library, the Cooperative Agreement with the University of Wisconsin-Madison, the Cooperative Agreement with the University of Virginia, the Cooperative Agreement with Princeton University, the Cooperative Agreement with The University of Texas at Austin, the Cooperative Agreement with the Committee on Institutional Cooperation, the Cooperative Agreement with Cornell University, and the Cooperative Agreement with Columbia University.

25. Attached hereto as Exhibit 24 is a true and correct copy of the transcript of the deposition of Kurt Groetsch in this case.

26. Attached hereto as Exhibit 25 is a true and correct copy of the transcript of the deposition of Stephane Jaskiewicz in this case.

27. Attached hereto as Exhibit 26 is a true and correct copy of Defendant Google Inc.'s Supplemental Narrative Responses and Objections to Plaintiffs' Second Request for Production of Documents and Things.

28. Attached hereto as Exhibit 27 is a true and correct copy of Defendant Google Inc.'s Responses and Objection to Plaintiffs' First Set of Requests for Admission.

29. Attached hereto as Exhibit 28 is a true and correct copy of a print-out from <http://www.google.com/googlebooks/library.html>.

30. Attached hereto as Exhibit 29 is a true and correct copy of a document titled "QA Training Manual," bates labeled GOOG05002438-GOOG05002456.

31. Attached hereto as Exhibit 30 are excerpts from a spreadsheet produced by Google as a file labeled GOOG05000001. Because the spreadsheet is voluminous, the entire document has not been attached.

32. Attached hereto as Exhibit 31 is a true and correct copy of an email dated December 9, 2011, from Joseph Gratz to Joanne Zack, Subject: "Authors Guild v. Google: Production of Book List."

33. Attached hereto as Exhibit 32 is a true and correct copy of a memorandum titled "Library of Congress Trip Report," bates labeled GOOG000541138-GOOG000541150.

34. Attached hereto as Exhibit 33 is a true and correct copy of the transcript of the deposition of Paul Courant in this case.

35. Attached hereto as Exhibit 34 is a true and correct copy of a document titled "Google Print Full Text Book Mini-GPS," dated December 10, 2003, and bates labeled GOOG05004754-GOOG05004770.

36. Attached hereto as Exhibit 35 is a true and correct copy of a document titled "Google Print: A Book Discovery Program," dated October 15, 2004, bates labeled GOOG000645719-GOOG000645742.

37. Attached hereto as Exhibit 36 is a true and correct copy of the transcript of the deposition of Gloriana St. Clair in this case.

38. Attached hereto as Exhibit 37 is a true and correct copy of the Expert Report of Daniel Gervais.

39. Attached hereto as Exhibit 38 is a true and correct copy of the transcript of the deposition of James Crawford in this case.

40. Attached hereto as Exhibit 39 is a true and correct copy of the Expert Report of Benjamin Edelman.

41. Attached hereto as Exhibit 40 is a true and correct copy of the transcript of the deposition of Bruce Harris in this case.

42. Attached hereto as Exhibit 41 is a true and correct copy of the transcript of the deposition of Albert Greco in this case.

43. Attached hereto as Exhibit 42 is a true and correct copy of the transcript of the deposition of Judith Chevalier in this case.

44. Attached hereto as Exhibit 43 is a true and correct copy of Defendant Google Inc.'s Responses and Objections to Plaintiffs' First Set of Interrogatories.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct, and that this declaration was executed on July 26, 2012 in Bala Cynwyd, Pennsylvania.

  
Joanne Zack

**EXHIBIT 1**



of accounts:

ine, Wis.

d "(X)." (2) Sign  
have the officer sign

ing which it states.

described in this

ganization claiming  
fiction;  
tion.

r)

ormed within the  
type set therein; or  
f the United States,  
tes. That such type-  
g establishments orCH TYPESETTING  
D BINDING, ETC.)

SOUR1

sp above)

Page 2

Page 1

# Application for Registration of a Claim to Copyright in a published book manufactured in the United States of America

FORM A

CLASS	REGISTRATION NO.
AA	173097
DO NOT WRITE HERE	

**Instructions:** Make sure that all applicable spaces have been completed before you submit the form. The application must be **SIGNED** at line 10 and the **AFFIDAVIT** (line 11) must be **COMPLETED AND NOTARIZED**. The application should not be submitted until after the date of publication given in line 4, and should state the facts which existed on that date. For further information, see page 4.

Pages 1 and 2 should be typewritten or printed with pen and ink. Pages 3 and 4 should contain exactly the same information as pages 1 and 2, but may be carbon copies. Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington, D.C. 20540, together with 2 copies of the best edition of the work and the registration fee of \$6. Make your remittance payable to the Register of Copyrights.

**1. Copyright Claimant(s) and Address(es):** Give the name(s) and address(es) of the copyright owner(s). Ordinarily the name(s) should be the same as in the notice of copyright on the copies deposited.

Name Jim Bouton  
c/o Theron Raines  
Address 244 Madison Avenue, New York, New York 10016

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

**2. Title:** BALL FOUR: My Life and Hard Times Throwing the Knuckleball in the  
(Give the title of the book as it appears on the title page) Big Leagues

Name \_\_\_\_\_

**3. Authors:** Citizenship and domicile information must be given. Where a work was made for hire, the employer is the author. The citizenship of organizations formed under U.S. Federal or State law should be stated as U.S.A. Authors may be editors, compilers,

translators, illustrators, etc., as well as authors of original text. If the copyright claim is based on new matter (see line 5) give requested information about the author of the new matter.

Name Jim Bouton Citizenship U.S.A.  
(Give legal name followed by pseudonym if latter appears on the copies) (Name of country)

Resided in U.S.A. Yes ☒ No ☐ Address see above

Name Leonard Shecter - Editor Citizenship U.S.A.  
(Give legal name followed by pseudonym if latter appears on the copies) (Name of country)

Resided in U.S.A. Yes ☒ No ☐ Address c/o Theron Raines, address see above

Name \_\_\_\_\_ Citizenship \_\_\_\_\_  
(Give legal name followed by pseudonym if latter appears on the copies) (Name of country)

Resided in U.S.A. Yes ☐ No ☐ Address \_\_\_\_\_

**4. Date of Publication of This Edition:** Give the complete date when copies of this particular edition were first placed on sale, sold, or publicly distributed. The date when copies were made or printed should not be confused with the date of publication. NOTE: The full date (month, day, and year) must be given. For further information, see page 4.

June 15, 1970  
(Month) (Day) (Year)

➡ (NOTE: Leave line 5 blank unless the following instructions apply to this work.) <⬅

**5. New Matter In This Version:** If any substantial part of this work has been previously published anywhere, give a brief, general statement of the nature of the new matter published for the first time in this version. New matter may consist of compilation, translation, abridgment, editorial revision, and the like, as well as additional text or pictorial matter.

Extensive additional text.

\_\_\_\_\_

\_\_\_\_\_

➡ NOTE: Leave line 6 blank unless there has been a PREVIOUS FOREIGN EDITION in the English language. <⬅

**6. Book In English Previously Manufactured and Published Abroad:** If all or a substantial part of the text of this edition was previously manufactured and published abroad in the English language, complete the following spaces:

Date of first publication of foreign edition \_\_\_\_\_ Was registration for the foreign edition made in the U.S. Copyright Office? Yes ☐ No ☐

Your answer is "Yes," give registration number \_\_\_\_\_

Complete all applicable spaces on next page



7. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account:

The World Publishing Company

8. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name: Phoebe McKay

9. Send certificate to:

(Type or print name and address)

Miss Phoebe McKay  
The World Publishing Company  
110 East 59th Street

(Number and street)  
New York, New York 10022

(City)

(State)

(ZIP code)

10. Certification: (NOTE: Application not acceptable unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

(Signature of copyright claimant or duly authorized agent)

11. Affidavit (required by law.) Instructions: (1) Fill in the blank spaces with special attention to those marked "(X)". (2) Sign the affidavit before an officer authorized to administer oaths within the United States, such as a notary public. (3) Have the officer seal the affidavit and fill in the date of execution.

NOTE: The affidavit must be signed and notarized only on or after the date of publication or completion of printing which it states. The affidavit must be signed by an individual.

STATE OF New York

COUNTY OF New York

I, the undersigned, depose and say that I am the

☐ Person claiming copyright in the book described in this application;

☒ Duly authorized agent of the person or organization claiming copyright in the book described in this application;

☐ Printer of the book described in this application.

That the book was published or the printing was completed on: (X) June 15, 1970

(Give month, day, and year)

That, of the various processes employed in the production of the copies deposited, the setting of the type was performed within the limits of the United States or the making of the plates was performed within the limits of the United States from type set therein; the lithographic or photoengraving processes used in producing the text were wholly performed within the limits of the United States; and that the printing of the text and the binding (if any) were also performed within the limits of the United States. That such setting, platemaking, lithographic or photoengraving process, printing, and binding were performed by the following establishment or establishments at the following addresses:

(GIVE THE NAMES AND ADDRESSES OF THE PERSONS OR ORGANIZATIONS WHO PERFORMED SUCH TYPESetting OR PLATEMAKING OR LITHOGRAPHIC PROCESS OR PHOTOENGRAVING PROCESS OR PRINTING AND BINDING, ETC.)

Name (X) The Book Press Address (X) New York, New York

PLACE  
NOTARIAL SEAL  
HERE

EDITH MENRAD  
Notary Public, State of New York  
No. 03-7698480  
Qualified in Bronx County  
Commission Expires March 30, 1972

(Sign and notarize only on or after date given above)  
Subscribed and sworn to before me this fourth day of August, 1970

(Signature of notary)  
Edith Menrad

#### FOR COPYRIGHT OFFICE USE ONLY

Application and affidavit received
Two copies received
Fee received
Renewal

Page 1

## Application in a publish

Instructions: A completed before be SIGNED at 1 COMPLETED At submitted until should state the information, see

1. Copyright Cl should be the sam

Name

Address

Name

Address

2. Title:

3. Author's City Where a work was citizenship of org law should be state

Name

Domiciled in U.S.A.

Name

Domiciled in U.S.A.

Name

Domiciled in U.S.A.

4. Date of Publication when copies of this sold, or publicly dis

5. New Matter in work has been previo statement of the nat

NOTE: [L]

6. Book in English Previously manufactu

Date of first publicati

If your answer is "Ye

**EXHIBIT 2**

FORM 5 UNITED STATES COPYRIGHT OFFICE	
REGISTRATION NUMBER <b>338-841</b>	
EFFECTIVE DATE OF REGISTRATION <b>Sept. 17, 1979</b>	
DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET FORM 5-220-2.	
<b>TITLE OF THE WORK</b> <b>THE TROUBLE WITH THIRTEEN</b>	
If published, give Vol. No. Issue Date If unpublished, give Vol. No. Issue Date	
<b>CONTRIBUTION AS A CONTRIBUTION</b> (If this work was published as a contribution to a periodical, serial, or collection, give the name of the periodical, serial, or collection, and the volume, number, and date in which the contribution appeared.)	
<b>IMPORTANT:</b> Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). If the work is a "work made for hire," check "Yes" in the space provided, give the employer or other person for whom the work was prepared, and leave the space for the author blank.	
1	<b>WAS THIS CONTRIBUTION TO THE WORK A "WORK MADE FOR HIRE"?</b> Yes No <b>X</b> <b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <b>UNITED STATES</b> or Domiciled in <b>UNITED STATES</b> (Place of Country) (Describe the nature of this author's contribution)
2	<b>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK A "WORK MADE FOR HIRE"?</b> Yes No <b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <b>UNITED STATES</b> or Domiciled in <b>UNITED STATES</b> (Place of Country) (Describe the nature of this author's contribution)
3	<b>WAS THIS CONTRIBUTION TO THE WORK A "WORK MADE FOR HIRE"?</b> Yes No <b>AUTHOR'S NATIONALITY OR DOMICILE:</b> Citizen of <b>UNITED STATES</b> or Domiciled in <b>UNITED STATES</b> (Place of Country) (Describe the nature of this author's contribution)
<b>YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED:</b> <b>1978</b> (This information must be given in all cases.)	
<b>DATE AND NATION OF FIRST PUBLICATION:</b> Date: <b>August 15, 1979</b> Nation: <b>United States</b> (If not) (Complete this block ONLY if this work has been published.)	
<b>NAME AND ADDRESS OF COPYRIGHT CLAIMANT(S):</b> <b>Simon &amp; Schuster</b> <b>1230 Avenue of the Americas</b> <b>New York, New York 10020</b>	
If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) acquired the copyright.	
Complete all available space numbers 5-11 on the reverse side of this page. If any space is unused, attach a "0" to the form of line 10.	

TX 338-841	EXAMINED BY: CHECKED BY: CORRESPONDENCE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DEPOSIT ACCOUNT FUNDS USED: <input checked="" type="checkbox"/>	APPLICATION RECEIVED: 17 SEP 1979 DEPOSIT RECEIVED: 17 SEP 1979 17 SEP 1979 REMITTANCE NUMBER AND DATE:	FOR COPYRIGHT OFFICE USE ONLY
DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM TX/CON)			
<b>PREVIOUS REGISTRATION</b> <ul style="list-style-type: none"> <li>• Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes No <input checked="" type="checkbox"/></li> <li>• If your answer is "Yes," why is another registration being sought? (Check appropriate box)           <ul style="list-style-type: none"> <li><input type="checkbox"/> This is the first published edition of a work previously registered in unpublished form.</li> <li><input type="checkbox"/> This is the first application submitted by the author for copyright claims.</li> <li><input type="checkbox"/> This is a changed version of the work, as shown by line 6 of this application.</li> </ul> </li> <li>• If your answer is "Yes," give Previous Registration Number: _____ Year of Registration: _____</li> </ul>			
<b>COMPLETION OF DERIVATIVE WORKS</b> (See instructions)			
PREEXISTING MATERIAL: Identify any preexisting work or works that this work is based on or incorporates. none			
MATERIAL ADDED TO THE WORK: Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.  			
PROCESSING: Describe any process used in the preparation of this work, including the use of non-exhaustive literary material in English, the law may require that certain processes be described in the United States or Canada for full protection. If so, the names of the machines and the processes used must be given. See instructions for details. none			
REPRODUCTION: Describe any reproduction of this work, including the use of non-exhaustive literary material in English, the law may require that certain processes be described in the United States or Canada for full protection. If so, the names of the machines and the processes used must be given. See instructions for details. none			
<b>REPRODUCTION BY OTHERS</b> (See instructions)			
Signature: _____ Date: _____ I, the undersigned, hereby certify that I am the author of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.			
DEPOSIT ACCOUNT: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and account number. Name: Alfred A. Knopf, Inc. Account Number: 10000			
CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.) Name: Alfred A. Knopf, Inc. Address: 201 East 50th Street New York, New York 10022			
<b>CERTIFICATION</b> (See instructions)			
I, the undersigned, hereby certify that I am the author of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.			
Signature: _____ Date: 9/10/79 Typed or printed name: Mary Lou Thomas			
<b>MAIL CERTIFICATE</b>			
Mary Lou Thomas, Alfred A. Knopf, Inc., 201 East 50th Street New York, New York 10022			
OCT 26 1979 U.S. GOVERNMENT PRINTING OFFICE: 1979-341-822-23			

**EXHIBIT 3**



e, give name of account;

uld be sent:

Illinois 61701

## FORM A

CLASS	REGISTRATION NO.
A A	346254
DO NOT WRITE HERE	

# Application for Registration of a Claim to Copyright

## Published book manufactured in the United States of America

Notes: Make sure that all applicable spaces have been filled before you submit the form. The application must be filled at line 10 and the AFFIDAVIT (line 11) must be signed and NOTARIZED. The application should not be filled until after the date of publication given in line 4, and state the facts which existed on that date. For further information, see page 4.

Pages 1 and 2 should be typewritten or printed with pen and ink. Pages 3 and 4 should contain exactly the same information as pages 1 and 2, but may be carbon copies. Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington, D.C. 20540, together with 2 copies of the best edition of the work and the registration fee of \$6. Make your remittance payable to the Register of Copyrights.

Right Claimant(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). Ordinarily the name(s) must be the same as in the notice of copyright on the copies deposited.

Joseph C. Goulden

6416 22nd Road, No. Arlington, Virginia 22205

red agent)

o those marked "(X)." (2) S  
public. (3) Have the officer

pletion of printing which it is

that I am the  
in the book described inperson or organization de  
ed in this application;  
in this application.

2

th, day, and year)

se type was performed with  
ed States from type let book  
in the limits of the United  
the United States. That such  
by the following establishment

FORMED SUCH TYPES  
PRINTING AND BINDING,  
gton, Illinois

ment)

after date given above)

is 20th

, 1972

signature  
notary)

## THE SUPERLAWYERS

(Give the title of the book as it appears on the title page)

The Small and Powerful World of the Great Washington Law Firms

Citizenship and domicile information must be given.  
If work was made for hire, the employer is the author. The  
organizations formed under U.S. Federal or State  
laws and based in U.S.A. Authors may be editors, compilers,

translators, illustrators, etc., as well as authors of original text.  
If the copyright claim is based on new matter (see line 3) give  
requested information about the author of the new matter.

Joseph C. Goulden

(Give legal name followed by pseudonym if latter appears on the copies)

U.S.A.

(Name of country)

Yes X No

Address 6416 22nd Road, No. Arlington, Virginia 22205

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship

(Name of country)

Yes No

Address

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship

(Name of country)

Yes No

Address

Location of This Edition: Give the complete date  
this particular edition were first placed on sale,  
distributed. The date when copies were made or

printed should not be confused with the date of publication.  
NOTE: The full date (month, day, and year) must be given. For  
further information, see page 4.

April 13 1972  
(Month) (Day) (Year)

(NOTE: Leave line 5 blank unless the following instructions apply to this work.)

This Version: If any substantial part of this  
edition was published anywhere, give a brief, general  
description of the new matter published for the first

time in this version. New matter may consist of compilation,  
translation, abridgment, editorial revision, and the like, as well  
as additional text or pictorial matter.

All new material with the exception of one article which appeared in  
WASHINGTONIAN, October 1971, Vol. 7, No. 1 (copyright reg. no. 8722513)  
and "The Superlawyers"

Leave line 6 blank unless there has been a PREVIOUS FOREIGN EDITION in the English language.

Previously Manufactured and Published Abroad: If all or a substantial part of the text of this edition was  
manufactured and published abroad in the English language, complete the following spaces:

Location of foreign edition .....  
(Year)

Was registration for the foreign edition made in the U.S.  
Copyright Office? Yes ..... No .....

If "Yes," give registration number .....

Complete all applicable spaces on next page

EXAMINER  
[Signature]

7. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of

David McKay Company, Inc.

8. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name Marguerite Gagnat

Address c/o David McKay Company, Inc.  
750 Third Avenue, New York

9. Send certificate to:

(Type or  
print Name  
name and  
address) Address

DAVID MCKAY COMPANY, INC.

750 THIRD AVENUE

(Number and street)

NEW YORK, N. Y. 10017

(City)

(State)

(ZIP code)

10. Certification: (NOTE: Application not acceptable unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

*Marguerite Gagnat*  
(Signature of copyright claimant or duly authorized agent)

11. Affidavit (required by law.) Instructions: (1) Fill in the blank spaces with special attention to those marked \*.  
the affidavit before an officer authorized to administer oaths within the United States, such as a notary public. (3) Have  
and seal the affidavit and fill in the date of execution.

NOTE: The affidavit must be signed and notarized only on or after the date of publication or completion of printing.  
The affidavit must be signed by an individual.

STATE OF New York

COUNTY OF New York

- ☐ I, the undersigned, depose and say that I am the  
☐ Person claiming copyright in the book described in this application;  
☒ Duly authorized agent of the person or organization claiming copyright in the book described in this application;  
☐ Printer of the book described in this application.

That the book was published or the printing was completed on: (X) April 13, 1972  
(Give month, day, and year)

That, of the various processes employed in the production of the copies deposited, the setting of the type was performed within the limits of the United States or the making of the plates was performed within the limits of the United States from the lithographic or photoengraving processes used in producing the text were wholly performed within the limits of the United States and that the printing of the text and the binding (if any) were also performed within the limits of the United States; setting, platemaking, lithographic or photoengraving process, printing, and binding were performed by the following individuals at the following addresses:

(GIVE THE NAMES AND ADDRESSES OF THE PERSONS OR ORGANIZATIONS WHO PERFORMED SUCH LITHOGRAPHIC OR PHOTOENGRAVING PROCESS OR PRINTING AND BOUNDING OR PLATEMAKING OR LITHOGRAPHIC PROCESS OR PHOTOENGRAVING PROCESS OR PRINTING AND BOUNDING)

Names (X) Van Rees Book Comp. Co. (Comp. & Reproduction) 304 Hudson St., N.Y.C.  
Van Rees Press (Printer) " " " "  
Van Rees Bookbinding Corp. (Binder) " " " "

PLACE  
NOTARIAL SEAL  
HERE

(Sign and notarize only on or after date given)

Subscribed and sworn to before me this 23rd

day of June 1972

N. JAMES CUTTILL  
Notary Public, State of New York

My Comm. Expires March 30, 1974

FOR COPYRIGHT OFFICE USE ONLY

Application and affidavit received

JUN 20 1972

Two copies received

JUN 20 1972

Fee received

Renewal

Page 1

Application for 1  
in a published book

Instructions: Make sure I  
completed before you submit  
be SIGNED at line 10 and  
COMPLETED AND NOTAR  
indicated until after the sta  
should state the facts whic  
information, see page 4.

1. Copyright Claimant(s)  
should be the same as in the

Name Barbara W

Address 17 E

City NEW YORK

State NEW YORK

Zip 10017

2. Title THE

Author's Citizenship and  
Where a work was made for  
membership of organizations  
should be stated as U.S./

Author's Name Barbara W

(Give legal name)

Resided in U.S.A. Yes X

Name Barbara W

(Give legal name)

Resided in U.S.A. Yes X

Name Barbara W

(Give legal name)

Resided in U.S.A. Yes X

Name Barbara W

(Give legal name)

Resided in U.S.A. Yes X

3. Date of Publication of T  
when copies of this particula  
sold or publicly distributed.

NOTE: Leave line

4. New Matter In This Year  
work has been previously publi  
statement of the nature of the

NOTE: Leave line

5. Book In English Previous  
previously manufactured and

6. Date of first publication of for

7. Your answer is "Yes," give



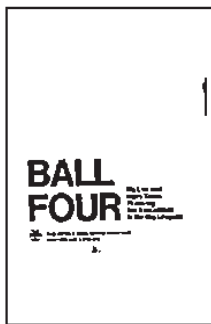
**EXHIBIT 4**

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
Get it on  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0  
Jim Bouton  
5 Reviews  
World Pub. Co., 1970 - Sports & Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

**From inside the book**

umpire

Search

10 pages matching umpire in this book

Page 86

Unless it was Jim Bouton.

Wayne Comer got into an argument with an umpire, and they were jawing back and forth. The last thing said was, "All right, Comer. You'll be sorry you said that."

Page 146

having said anything at all. I try to be especially nice to Ashford because everybody else harasses hell out of him. He's not exactly the best umpire, but he is far from being terrible. He doesn't miss that many calls, and when he does he misses them on both sides, like any good umpire. But other umpires talk behind his back. Sometimes they'll let him run out on the field himself and the other three who are holding

Page 189

Snippet view

... a few steps away from our bullpen and he stopped by, as umpires will, to pass the time between innings.

"Why is it that they boo me when I call a foul ball correctly and they applaud the starting pitcher when he gets taken out of the ballgame?" says Neudecker.

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

User Review - MacK -

5 stars

4

4 stars

1

3 stars

1

2 stars

0

1 star

0

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known

quantity in my life as a fan I viewed it as something rather like Great ... [Read full review](#)

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... [Read full review](#)

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton

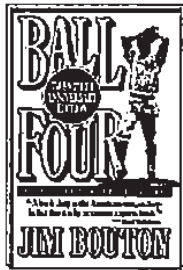


The long season  
Jim Brosnan



The Bullpen Gospel  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990

Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender **bulpen** called catch catcher club clubhouse coach Olerker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton **Joe Schultz** Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli

John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four: my life and hard times throwing the knuckleball in the ...  
 Ball four: my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four: my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](http://harpers.org/subjects/BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues - I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export  
 Citation [BibTeX](#) [EndNote](#) [RefMan](#)

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

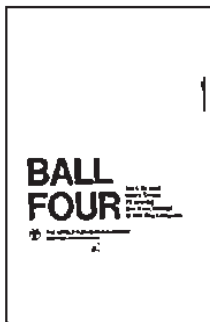
Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
Get this book  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

## From inside the book

tommy davis

Search

40 pages matching tommy davis in this book

Page 49

in Seattle last year, Tom Egan. Tommy Davis said he could follow the flight of the ball pretty good, until he lost it in a cloud. A very bad day for the knuckleball. It just didn't knuckle. The overhand curve was working pretty good and some of the fastballs hopped pretty good. Who knows, maybe my old motion is coming back. The sirens are still

Page 195

runway or even to go back into the clubhouse for a goodnight cigarette, but if you take a candy bar out to the bullpen you get all kinds of static.

The bed in this hotel in Baltimore makes me think these bad thoughts. I think I'll go wash out my brain with soap.

Page 285

Snippet view

... offer me a job like that?"

"All you'll get is a scouting job in Watts someplace," Tommy Harper said.

So I started doing a general-manager bit, giving scout Tommy Davis his instructions. "Now, Tom, you have to make sure to sign the

Get this book  
AbeBooks  
Amazon

Find in a libr  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

		5 stars		4
User Review	- MacK -	4 stars	1	
Goodreads		3 stars	1	
		2 stars	0	
		1 star	0	

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ... Read full review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard  
Jim Bouton



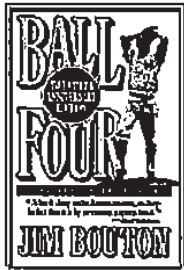
The long season  
Jim Brosnan



The Bullpen Gospel  
Dirk Hayhurst

## Other editions - View all





Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender **bullpen** called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton **Joe Schultz** Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey **Mike Marshall** never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told **Tommy Davis** tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues - I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General



Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History

Export  
 Citation [BIBTeX](#) [EndNote](#) [RefMan](#) ...

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

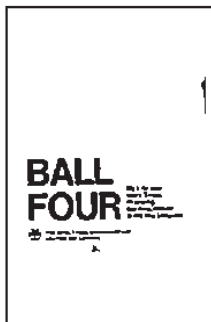
Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
Get this book  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

**From inside the book**

strike

Search

36 pages matching strike in this book

Page 62

the same thing. They're asking you to obey good pitching principles; keep the ball down (most hitters are high-ball hitters), don't make the pitch too good (don't pitch it over the heart of the plate), move the ball around inside the strike zone and change speeds (keeps the hitter off balance), and get ahead of the hitter (when you have two strikes on a

Page 86

I couldn't resist, so giving him my secret now, I said, "This is it. He turned pale and moped over to Joe, slowly, as if attached to a large rubber band. But all Joe wanted was to tell us to run some extra laps since we were in the bullpen and weren't able to run when everybody else did.

I never saw anybody run laps looking so happy as Dick Banev.

Page 196

Snippet view

And then Carl Yastrzemski's name came up because he'd just ignored the strike and Gary Bell said, "Didn't surprise me. Carl Yastrzemski is for himself first and second and the hell with everybody else."

Gee, Gary, Carl Yastrzemski?

Yes. Besides, during the strike Yastrzemski called several super-

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

5 stars

4

User Review - MacK -

4 stars

1

Goodreads

3 stars

1

Sad to say, baseball nut that I am, this

2 stars 0

book stayed below my radar for years on

1 star 0

end, when it finally became a known

quantity in my life as a fan I viewed it as something rather like Great ... Read full review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review

- James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton

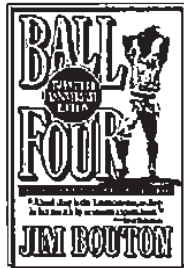


The long season  
Jim Brosnan



The Bullpen Gospel  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Boney base baseball player batting practice big leagues Biefary boys Brabender **bullpen** called catch catcher club **clubhouse** coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt **Fred Talbot** funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton **Joe Schultz** Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey **Mike Marshall** never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started **Steve Barber** **Steve Hovley** sure talk tell there's thing thought threw told **Tommy Davis** tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO \*Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/ subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/ bullpen/ Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/ 2008/ 03/ 08/ happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/ biography/ var/ jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/ baseballlibrary/ sabr/ tbi/ P/ Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title	Ball four: my life and hard times throwing the knuckleball in the Big Leagues
Author	Jim Bouton
Editor	Leonard Shecter
Publisher	World Pub. Co., 1970
Length	400 pages
Subjects	Sports & Recreation › Baseball › General



Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History

Export Citation	BIBTeX	EndNote	RefMan
--------------------	--------	---------	--------

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »



+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Book Search  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

D

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

Find in a library  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

## From inside the book

red sox

Search

9 pages matching red sox in this book

Page 52

By now, though, we're standing in clumps of five or ten and take turns catching whatever fly balls happen to come our way.

It was Dick Stuart-story day today, and this one was about the time Johnny Pesky was managing the Red Sox and Stuart was playing for him and showing up late for a lot of things. For some reason this year Pesky got called a mutt to talk about MORALE. Stuart was

Page 289

the time. When things are going good Yastrzemski will go all out. When things aren't going so well he'll give a half-ass effort. But he's got so much ability that the only thing you can do is put up with him.

I asked a few of the Red Sox if they thought he deserved the fine and I thought they would defend him. But they said, "He deserved it ..."

Page 388

Snippet view

scared. After a while, though, all they could do was giggle.

Dick Williams has been fired as manager of the Red Sox. I think that when a team wins a pennant the tendency is to give too much credit to the manager and when a team loses the tendency is to blame him too

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

		5 stars		4
User Review	- MacK -	4 stars	1	
Goodreads		3 stars	1	
		2 stars	0	
		1 star	0	

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ... Read full review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton



The long season  
Jim Brosnan



The Bullpen Gospel  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Belfary boys Brabender **bullpen** called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Geinar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton **Joe Schultz** Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNerney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant pitch pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
www.ssc.wisc.edu/~jpitiavi/647/video.pdf

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four, my life and hard times throwing the knuckleball in the ...  
 Ball four, my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO \*Ball four, my life and hard times throwing the knuckleball in ...  
[harpers.org/ subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/ bullpen/ Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues - I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/ 2008/ 03/ 08/ happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/ biography/ var/ jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/ baseballlibrary/ sabr/ tbi/ P/ Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four, my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export  
 Citation

BiBTeX EndNote RefMan

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

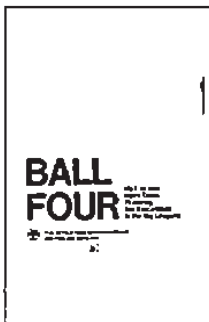
Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

## From inside the book

yankees

Search

85 pages matching **yankees** in this book

Page 23

checking the stock tables and because between 1932, when he began to play for the Yankees, and 1968, when he left as a coach, he had pulled down some 23 World Series shares in addition to his considerable salary. And no one has noticed him spending very much of it. In addition, startine at age fifty, he elected—possibly through foolishness, more likely

Page 90

the newhouse papers. Ogle was a Yankee fan and he reacted to players purely on how much they were helping the Yankees to win. Charm, personality, intelligence—nothing counted. Only winning. Ogle didn't have even the pretense of objectivity. He was the only writer in the pressbox who would take the seventh-inning stretch in the Yankee half.

Once at a winter press conference, when the Yankees were an-

Page 154

usually has them believing they're winners.  
I wonder how he is with the pitchers.

The big confrontation is coming closer. The Yankees will be in town in a couple of days and I've been invited to appear at the sports-writers and sportscasters dinner on Monday afternoon. The idea is to

Where's the rest of this book?

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

		5 stars		4
User Review	- MacK -	4 stars	1	
Goodreads		3 stars	1	
		2 stars	0	
		1 star	0	

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ... [Read full review](#)

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... [Read full review](#)

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton



The long season  
Jim Brosnan



The Bullpen Gospel  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender **bulpen** called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel fell Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant pitch pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the



Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four, my life and hard times throwing the knuckleball in the ...  
 Ball four, my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four, my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General



Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History

Export  
 Citation [BibTeX](#) [EndNote](#) [RefMan](#)

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Book Search

**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

Snippet view

## From inside the book

mickey mantle

Search

17 pages matching mickey mantle in this book

Page 29

Mickey Mantle announced his retirement the other day and I got to thinking about the mixed feelings I've always had about him. On the one hand I really liked his sense of humor and his boyishness, the way he'd spend all that time in the clubhouse making up involved games of chance and the trouble he got up on golf matches and

Page 30

in left field. When the game was over I walked back into the clubhouse and there was a path of white towels from the door to my locker, and all the guys were standing there, and just as I opened the door Mickey was putting the last towel down in place. I'll never forget him for that.

And I won't forget the time—1962, I guess it was—in Kansas

Get this book

AbeBooks

Amazon

Find in a library

All sellers »

Page 31

arrived, they were ready to go out with the big boys. Mantle was used to get dressed up, tie and all—this was in Detroit—and meet them in a place called The Flame. Mickey gave them the address and said to be sure to ask for Mickey Mantle's table.

Pepitone and Linz were like a couple of kids at Christmas. They couldn't stop talking about what a great time they were going to have.

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

User Review - MacK -

5 stars

4

Goodreads

4 stars

1

3 stars

1

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known

2 stars 0

1 star 0

quantity in my life as a fan I viewed it as something rather like Great ... [Read full review](#)

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... [Read full review](#)

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton



The long season  
Jim Brosnan



The Bullpen Gospels  
Dirk Hayhurst

Other editions - View all



Jul 12, 1990  
Snippet view

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Beney base baseball player batting practice big leagues Biefary boys Brabender bullpen called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Geinar getting goddam going guess guys happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind knuckleball laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant pitch pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four; My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the. Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Ball four, my life and hard times throwing the knuckleball in the ...  
 Ball four, my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four, my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues - I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title	Ball four: my life and hard times throwing the knuckleball in the Big Leagues
Author	Jim Bouton
Editor	Leonard Shecter
Publisher	World Pub. Co., 1970
Length	400 pages
Subjects	Sports & Recreation › Baseball › General
	Baseball
	Baseball players
	Sports & Recreation / Baseball / General
	Sports & Recreation / Baseball / History



Export	BiBTeX	EndNote	RefMan
Citation			

©2011 Google

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
BeaUSchool  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big  
Leagues

Jim Bouton  
5 Reviews  
World Pub. Co., 1970 - Sports & Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for  
over 3 million eBooks to read on  
the Web, Android, iPhone, iPad,  
Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

**From inside the book**

knuckleball

Search

100 pages matching **knuckleball** in this book

Page 20

One of the problems is that the hitters hate to hit against my  
knuckleball in batting practice. They don't like nitchers to work on

Page 43

a good outing, however. I struck out the first hitter I faced on four  
pitches, all knuckleballs. (Don't ask me who he was; hitters are just  
meat to me. When you throw a knuckleball you don't have to worry  
about strengths and weaknesses. I'm not sure they mean anything, any-  
way.) I noticed again that I throw a better knuckleball in a game than



Page 141

Snippet view

sota and it was so damn cold—and the American League ball is definitely bigger than the Pacific Coast League ball—that I couldn't get the damn thing to break at all. Every single knuckleball I threw was rolling over, or spinning sideways, and I started to panic. I could feel the sweat break out on me, and I was cold and sweaty at the same time. Here was

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

5 stars

4

User Review - MacK -

4 stars

1

Goodreads

3 stars

1

Sad to say, baseball nut that I am, this

2 stars 0

book stayed below my radar for years on

1 star 0

end, when it finally became a known

quantity in my life as a fan I viewed it as something rather like Great ... Read full review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

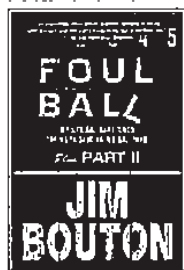
User Review

- James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard  
Jim Bouton

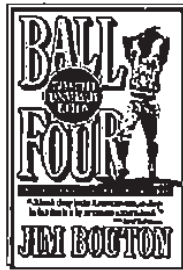


The long season  
Jim Brosnan



The Bullpen Gospels  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990

Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender **bullpen** called catch catcher club **clubhouse** coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpilavi/647/video.pdf](http://www.ssc.wisc.edu/~jpilavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/ subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/ bullpen/ Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/ 2008/ 03/ 08/ happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/ biography/ var/ jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/ baseballlibrary/ sabr/ tbi/ P/ Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General



Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History

Export  
 Citation **BIBTeX** **EndNote** **RefMan**

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

## From inside the book

homers

Search

3 pages matching homers in this book

Page 32

early games, but it looks like I'm not going to be ready here. It's quite different from my last spring with the Yankees in 1967. I was really impressive, right from the beginning. I led the club in innings pitched with thirty, and I gave up the fewest hits, fifteen, and no homers and only two or three extra-base hits. My ERA was .092, which means less

Page 145

who hit one of the homers off me.

Meanwhile, in the dugout, I found out from Darrell Brandon that Sal had thrown a fit when the home run was hit. He had a toothpick in his mouth at the time and he threw it hard on the ground (so hard a tree may yet grow on the spot) and said, "Jesus, he's got to start

Page 240

Snippet view

Fred Talbot says that after listening to Sal in these meetings he's decided what kind of pitcher he must have been. "A mother," Talbot said. "A real mother."

Mother Maglie also said in the meeting that one way to handle Jackson was not to throw him any strikes. So Jackson hit three homers

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

5 stars

4

User Review - MacK -

4 stars

1

Goodreads

3 stars

1

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known

2 stars 0

quantity in my life as a fan I viewed it as something rather like Great ... Read full review

1 star 0

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton

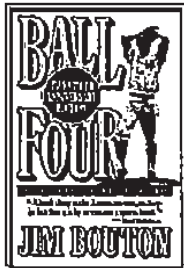


The long season  
Jim Brosnan



The Bullpen Gospels  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender **bullpen** called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton **Joe Schultz** Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey **Mike Marshall** never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told **Tommy Davis** tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuili  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues - I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export  
 Citation [BIBTeX](#) [EndNote](#) [RefMan](#)



Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Book Search  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0  
Jim Bouton  
5 Reviews  
World Pub. Co., 1970 - Sports & Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

**From inside the book**

home run

Search

46 pages matching **home run** in this book

Page 62

up into the infield and The Colonel would look down the bench and say, "The boy's fastball is moving. The boy's fastball is rising." Two innings later, same situation, the very same pitch, home run into the left-field seats. The Colonel looks up and down the bench and says very wisely, "Got the ball up. You see what happens when you get the ball up?"

There would not be much left to say about this in Yankee Stadium.

Page 87

Rich Roums has a good story he tells in the same vein. It goes back to when we were playing against each other in the Class-B Carolina League. Rich had hit two home runs in the first game of a doubleheader and the club had some deal that anybody who hit three home runs in one day would get \$300. So the other players on Rollins' team told him to go to our catcher, Norm Kammerer, and get him to tell

Page 321

Snippet view

so many games this year," she said. "I get nervous every day."  
 "Why should you get nervous? I don't. Except once in a while."  
 "I don't know, but I do. And every time they hit a home run off  
 you, I just get sick to my stomach. I worry about how you feel, too,  
 because I want you to be happy."

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

		5 stars		4
User Review	- MacK -	4 stars	1	
Goodreads		3 stars	1	
		2 stars	0	
		1 star	0	

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ... Read full review

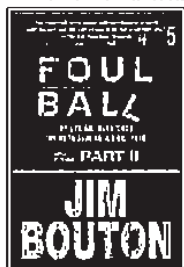
**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 Jim Bouton

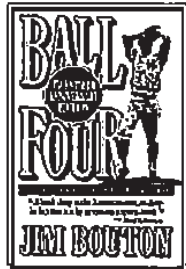


The long season  
 Jim Brosnan



The Bullpen Gospel  
 Dirk Hayhurst

## Other editions - View all



Jul 12, 1990

Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Beney base baseball player batting practice big leagues Biefary boys Brabender **bullpen** called catch catcher club clubhouse coach Dierker **Don Mincher** dugout **Eddie O'Brien** fastball feel felt **Fred Talbot** funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton **Joe Schultz** Johnny kids kind **knuckleball** laughed locker look manager **Marty Pattin** **Marvin Milkes** McNertney Mickey **Mike Marshall** never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** **pitcher** play pretty Ranew Ray Oyler **Sal Maglie** scored season Seattle Pilots sitting spring training started **Steve Barber** **Steve Hovley** sure talk tell there's thing thought threw told **Tommy Davis** tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli

John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural, Ball Four: My Life and Hard Times ...

Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
www.ssc.wisc.edu/~jpiliavi/647/video.pdf

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...

Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General



Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History

Export  
 Citation [BIBTeX](#) [EndNote](#) [RefMan](#)

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Book Search

**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

D

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▾

Snippet view

## From inside the book

Eddie O'Brien

Search

22 pages matching Eddie O'Brien in this book

Page 75

picnic.

I think coach Eddie O'Brien is going to prove a gold-plated pain in the ass. He must think he's Frank Crosetti or something, because when I reached into his ballbag he said, "What are you going to do with it?"

Page 105

A FEW MORE WORDS ABOUT EDDIE O'BRIEN AND RON FIATA. O'Brien is one of the fairly famous basketball O'Brien twins who played with Seattle from '49 to '53. Actually his job is athletic director at Seattle U. but he had four years in the big leagues with the Pirates—as infielder and pitcher—and now he's here as a friend of management (or because his brother is in city government) to get his fifth year in

Get this book

AbeBooks

Amazon

Find in a library

All sellers »

Page 307

There must have been steam coming out of my ears by now, because Eddie O'Brien said, "Go take a shower."

Where's the rest of this book?

### What people are saying - Write a review

Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues	User ratings	
	5 stars	4
User Review - MacK -	4 stars	1
Goodreads	3 stars	1
Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ...	2 stars	0
	1 star	0

Read full review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**  
 User Review - James - Goodreads  
 While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

### Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton



The long season  
Jim Brosnan



The Bullpen Gospels  
Dirk Hayhurst

### Other editions - View all





Jul 12, 1990  
Snippet view

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender **bullpen** called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feet felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliav/647/video.pdf](http://www.ssc.wisc.edu/~jpiliav/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Ball four, my life and hard times throwing the knuckleball in the ...  
 Ball four, my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four, my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues - I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title	Ball four: my life and hard times throwing the knuckleball in the Big Leagues
Author	Jim Bouton
Editor	Leonard Shecter
Publisher	World Pub. Co., 1970
Length	400 pages
Subjects	Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export	BIBTeX	EndNote	RefMan
Citation	-----	-----	-----

©2011 Google

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Book Search  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

**From inside the book**

balls

Search

20 pages matching balls in this book

Page 33

will go away, but how am I going to pitch Sunday? I'm not ready. I haven't thrown to spots yet. I haven't thrown any curve balls at all. My fingers aren't strong enough to throw the knuckleball right. I've gone back to taking two baseballs and squeezing them in my hand to try to strengthen my fingers and increase the grip. I used to do that

Page 186

guaranteed, asking me why I'm not wearing my earflap."

Between innings of the game I got up in the bullpen and worked with the iron ball Mike Marshall keeps out there. Talbot was certain I was only doing it so I would get on television, and maybe I was, partly. After the third time up Talbot said, "Jesus Christ, Bouton, why don't

Page 390

Snippet view

3--1 in the seventh and I got caught in with two out and runners on first and second. Pete Rose up. Real clutch situation. I throw two knuckleballs for balls. Edwards calls for a fastball and I shake him off. Rose is just going to rip my fastball. I know it. So I throw a knuckleball for a strike, another knuckleball for a foul ball, a third for strike three and strut off the mound.

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

5 stars

4

User Review - Mack -

4 stars

1

Goodreads

3 stars

1

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known

2 stars 0

1 star 0

quantity in my life as a fan I viewed it as something rather like Great ... Read full review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard  
Jim Bouton

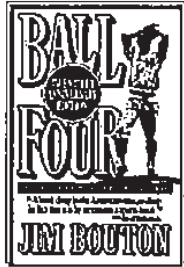


The long season  
Jim Brosnan



The Bullpen Gospels  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender bullpen called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess guys happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind knuckleball laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant pitch pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export  
 Citation [BIBTeX](#) [EndNote](#) [RefMan](#)

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »



+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
Get this book  
AbeBooks  
Amazon

## Ball four: my life and hard times throwing the knuckleball in the Big Leagues



Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports & Recreation - 400 pages



Find in a library  
All sellers »

### New! Shop for Google eBooks

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

Shop for eBooks now »

Add to My Library ▼

## From inside the book

ball

Search

100 pages matching ball in this book

Page 61

real thing, with a baseball instead of a rubber ball. I think it will be a

Page 62

the same thing. They're asking you to obey good pitching principles; keep the ball down (most hitters are high-ball hitters), don't make the pitch too good (don't pitch it over the heart of the plate), move the ball around inside the strike zone and change speeds (keeps the hitter off balance), and get ahead of the hitter (when you have two strikes on a

Page 186

Snippet view

guaranteed, asking me why I'm not wearing my earflap."

Between innings of the game I got up in the bullpen and worked with the iron ball Mike Marshall keeps out there. Talbot was certain I was only doing it so I would get on television, and maybe I was, partly. After the third time up Talbot said, "Jesus Christ, Bouton, why don't

Where's the rest of this book?

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

		5 stars		4
User Review	- MacK -	4 stars	1	
Goodreads		3 stars	1	
Sad to say, baseball nut that I am, this		2 stars	0	
book stayed below my radar for years on		1 star	0	
end, when it finally became a known				
quantity in my life as a fan I viewed it as something rather like Great ...				

Read full review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

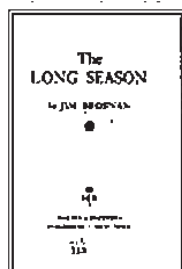
While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton



The long season  
Jim Brosnan



The Bullpen Gospel  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Beney base baseball player batting practice big leagues Blefary boys Brabender **bulpen** called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind knuckleball laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant pitch pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the. Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues - I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export  
 Citation [BIBTeX](#) [EndNote](#) [RefMan](#)

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
Get this book  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big  
Leagues

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

Find in a libr  
All sellers »**New! Shop for Google eBooks**Go to the Google eBookstore for  
over 3 million eBooks to read on  
the Web, Android, iPhone, iPad,  
Sony and Nook.**Shop for eBooks now »**

Add to My Library ▼

**From inside the book**

orioles

Search

8 pages matching orioles in this book

Page 196

And then Carl Yastrzemski's name came up because he'd just ignored the strike and Gary Bell said, "Didn't surprise me. Carl Yastrzemski is for himself first and second and the hell with everybody else."

Gee, Gary, Carl Yastrzemski?

Yes. Besides, during the strike Yastrzemski called several super-

Page 201

Talking about Joe Schultz reminded Marshall of something that happened the other night. Although we had just blown a game to the Orioles, when Schultz came back into the clubhouse he was smiling. Mike thought that was kind of strange until he heard Schultz say, to

Page 205

Snippet view

"All right. I'll talk to Eddie about it," Joe Schultz said.  
I can't wait.

During batting practice the Orioles sneaked into our bullpen—  
word is that it was Eddie Watt and Pete Richert—and deposited three

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

### Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues

#### User ratings

User Review	- MacK -	5 stars	4
Goodreads		4 stars	1
		3 stars	1
		2 stars	0
		1 star	0

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ... Read full review

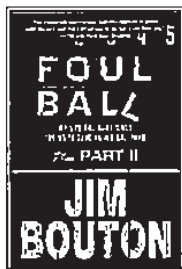
### Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... Read full review

All 5 reviews »

## Related books



Foul Ball: My Life and Hard  
Jim Bouton

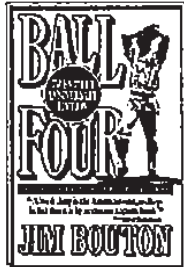


The long season  
Jim Brosnan



The Bullpen Gospel  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender **bulpen** called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind **knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant **pitch** pitcher play pretty Rensw Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the. Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the



Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four, my life and hard times throwing the knuckleball in the ...  
 Ball four, my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four, my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
 BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General



Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History

Export  
 Citation [BIBTeX](#) [EndNote](#) [RefMan](#)

Ball four: my life and hard times ... - Jim Bouton - Google Books

Page 5 of 5

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

**EXHIBIT 5**

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Book Search

**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▾

Snippet view

## From inside the book

pitch

Search

100 pages matching pitch in this book

Page 62

the same thing. They're asking you to obey good pitching principles; keep the ball down (most hitters are high-ball hitters), don't make the pitch too good (don't pitch it over the heart of the plate), move the ball around inside the strike zone and change speeds (keeps the hitter off balance), and get ahead of the hitter (when you have two strikes on a

Page 67

ing to do too much. Jimmy Sain always told guys who had control problems that they were trying too hard to throw the ball to a specific spot, not that they weren't concentrating. Sain would compare pitching to a golfer chipping to a green and say that if you tried for the cup you might miss the green. The thing to do was just hit the green, pitch to a general area.

Get this book

AbeBooks

Amazon

Find in a library

All sellers »

Page 123

The problem for a long-relief man is that he doesn't want to tire himself out before a game in which he may pitch eight innings. But if

Where's the rest of this book?

### What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

		5 stars		4
User Review	- MacK -	4 stars	1	
Goodreads		3 stars	1	
		2 stars	0	
		1 star	0	

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ... [Read full review](#)

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... [Read full review](#)

All 5 reviews »

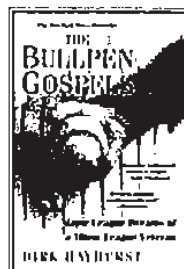
### Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton

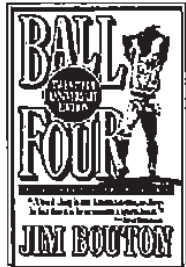


The long season  
Jim Brosnan



The Bullpen Gospels  
Dirk Hayhurst

### Other editions - View all



Jul 12, 1990

Snippet view

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big leagues Biefary boys Brabender bullpen called catch catcher club clubhouse coach Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny Gary Bell Gelnar getting goddam going guess guys happened Harry Walker Hegan hell hitter home run Houk hurt infield Jim Bouton Joe Schultz Johnny kids kind knuckleball laughed locker look manager Marty Pattin Marvin Milkes McNertney Mickey Mike Marshall never night O'Donoghue Okay outfield Pagliaroni Pattin pennant pitch pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's thing thought threw told Tommy Davis tonight trying umpire Vancouver walked warm Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli

John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...

Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues. Chamberlain, Wilt. A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...

Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Ball four, my life and hard times throwing the knuckleball in the ...  
 Ball four, my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four, my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/](http://harpers.org/subjects/)  
[BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](#)

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export  
 Citation **BibTeX** **EndNote** **RefMan**

©2011 Google



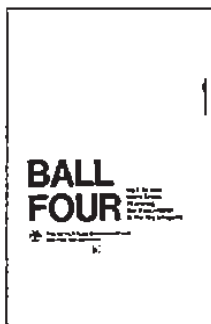
**EXHIBIT 6**

+You Web Images Videos Maps News Gmail More -

Sign in

Google books

Submit Q

Advanced Search  
Get it on  
AbeBooks  
Amazon**Ball four:** my life and hard times throwing the knuckleball in the Big Leagues

0

Jim Bouton

5 Reviews

World Pub. Co., 1970 - Sports &amp; Recreation - 400 pages

Find in a library  
All sellers »**New! Shop for Google eBooks**

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

**Shop for eBooks now »**

Add to My Library ▼

## From inside the book

pitches

Search

41 pages matching pitches in this book

Page 167

him between shags. I told him about my conversation with Schultz and his thought that I couldn't be a starter because I had only one pitch. I told him that Niekro said after his last game that he'd thrown 95 knucklers out of 104 pitches.

"Well, you can do that if it's breaking," Sal said.

Page 186

Mantle pointed it out to all the Little League, high-school and college players who were watching, but somehow I doubt it. So I'll do it here. It started in the first inning when Joe Sparna walked Tommy Harper, leading off, on four-straight pitches. Hegan was the next batter. Ball one. On ball two, way over Hegan's head, Harper tries to steal second and

Page 339

Snippet view

good knuckleball with the first pitch. Find that tricky abstract thought, the one that makes you feel so competent and smooth. I tried to recall the last few warm-up pitches I threw and I remember thinking, "Why are they playing the National Anthem so slowly?"

I walked the first hitter on four pitches. The first two pitches to the

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

Where's the rest of this book?

## What people are saying - Write a review

**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User ratings

User Review	- MacK -	5 stars	4
Goodreads		4 stars	1
		3 stars	1
		2 stars	0
		1 star	0

Sad to say, baseball nut that I am, this book stayed below my radar for years on end, when it finally became a known quantity in my life as a fan I viewed it as something rather like Great ... [Read full review](#)

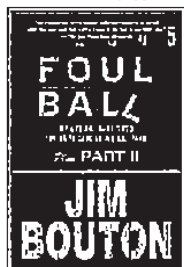
**Review: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues**

User Review - James - Goodreads

While I grew up in a family that cheered on the Chicago Cubs (my father had a baseball from a game he attended with his father when he was a boy), the love of baseball did not rub off on me. My ... [Read full review](#)

All 5 reviews »

## Related books



Foul Ball: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
Jim Bouton



The long season  
Jim Brosnan



The Bullpen Gospels  
Dirk Hayhurst

## Other editions - View all



Jul 12, 1990  
Snippet view

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

## Common terms and phrases

asked Astros ballclub ballgame ballpark ballplayer Baney base baseball player batting practice big  
leagues Blafary boys Brabender **bulpen** called catch catcher club clubhouse coach  
Dierker Don Mincher dugout Eddie O'Brien fastball feel felt Fred Talbot funny  
Gary Bell Gelnar getting goddam going guess **guys** happened Harry Walker Hegan hell  
hitter home run Houk hurt infield Jim Bouton **Joe Schultz** Johnny kids kind  
**knuckleball** laughed locker look manager Marty Pattin Marvin Milkes McNertney  
Mickey **Mike Marshall** never night O'Donoghue Okay outfield Pagliaroni Pattin pennant  
**pitch** pitcher play pretty Ranew Ray Oyler Sal Maglie scored season Seattle  
Pilots sitting spring training started Steve Barber Steve Hovley sure talk tell there's  
thing thought threw told **Tommy Davis** tonight trying umpire Vancouver walked warm  
Yankees Yeah

## References to this book

### From Google Scholar

Eamus Catuli  
John Nerone - 2008 - Journal of Sport and Social Issues

## References from web pages

The Dreyfus Affair The Natural. Ball Four: My Life and Hard Times ...  
Ball Four: My Life and Hard Times Throwing the Knuckleball in the. Big Leagues. Chamberlain,  
Wilt A View from Above. New York: Random House, 1991. His ...  
[www.ssc.wisc.edu/~jpiliavi/647/video.pdf](http://www.ssc.wisc.edu/~jpiliavi/647/video.pdf)

Ball Four: My Life and Hard Times Throwing the Knuckleball in the ...  
Former pitcher Jim Bouton's Ball Four: My Life and Hard Times Throwing the Knuckleball in the

Big Leagues (1970) is a funny and honest recounting of the ...  
[www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues](http://www.britannica.com/eb/topic-908049/Ball-Four-My-Life-and-Hard-Times-Throwing-the-Knuckleball-in-the-Big-Leagues)

Snippet view

Ball four; my life and hard times throwing the knuckleball in the ...  
 Ball four; my life and hard times throwing the knuckleball in the big ... THINGS CONNECTED  
 TO "Ball four; my life and hard times throwing the knuckleball in ...  
[harpers.org/subjects/BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook](http://harpers.org/subjects/BallFourMyLifeAndHardTimesThrowingTheKnuckleballInTheBigLeaguesBook)

Get this book  
 AbeBooks  
 Amazon

Find in a library  
 All sellers »

Jim Bouton - BR Bullpen  
 Jim Bouton: Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big Leagues  
 (1970); Jim Bouton: Ball Four plus Ball Five (1981) ...  
[www.baseball-reference.com/bullpen/Jim\\_Bouton](http://www.baseball-reference.com/bullpen/Jim_Bouton)

Happy Birthday, Jim Bouton « Ron Kaplan's Baseball Bookshelf  
 Ball Four My Life and Hard Times Throwing the Knuckleball in the Big Leagues · I Managed  
 Good, but Boy did they Play Bad ...  
[rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/](http://rksbaseballbookshelf.wordpress.com/2008/03/08/happy-birthday-jim-bouton/)

Jim Bouton Biography (Baseball Player/Writer) — factmonster.com  
 Ball Four by Jim Bouton; Ball Four: My Life and Hard Times Throwing the Knuckleball in the Big  
 Leagues by Jim Bouton; I'm Glad You Didn't Take It ...  
[www.factmonster.com/biography/var/jimbouton.html](http://www.factmonster.com/biography/var/jimbouton.html)

Jim Pagliaroni Bibliography | baseballlibrary.com  
 Ball Four: My Life And Hard Times Throwing The Knuckleball In The Big Leagues by Bouton,  
 Jim, Edited By Leonard Shecter. Hardbound Book (New York: World ...  
[www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni\\_Jim.tbi.stm](http://www.baseballlibrary.com/baseballlibrary/sabr/tbi/P/Pagliaroni_Jim.tbi.stm)

## Bibliographic information

Title Ball four: my life and hard times throwing the  
 knuckleball in the Big Leagues  
 Author Jim Bouton  
 Editor Leonard Shecter  
 Publisher World Pub. Co., 1970  
 Length 400 pages  
 Subjects Sports & Recreation › Baseball › General

Baseball  
 Baseball players  
 Sports & Recreation / Baseball / General  
 Sports & Recreation / Baseball / History



Export  
 Citation BIBTeX EndNote RefMan

©2011 Google

Snippet view

Get this book  
AbeBooks  
Amazon

Find in a library  
All sellers »

**EXHIBIT 7**

The trouble with thirteen - Betty Miles - Google Books

Page 1 of 3

Web Images Videos Maps News Shopping Gmail More

Sign in

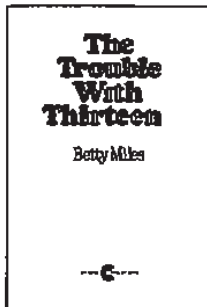
Google books

betty miles



Advanced Book Search

## The trouble with thirteen



Betty Miles

9 Reviews

Avon, Sep 1, 1980 - Family &amp; Relationships - 108 pages

Twelve-year-old Annie is unwilling to face some major changes in her life.



New! Shop for Google eBooks

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

Shop for eBooks now »

Add to My Library ▼

### From inside the book

annie

Search

33 pages matching annie in this book

Page 97

Annie. Denny and Clay's marriage wasn't a waste!  
They had a lot of good years and a lot of love. And they

Page 106

The book was upside down. I can't ever wrap a book so  
the title comes out on top.

Rachel turned it over. Then she gasped. "Oh,  
Annie! Oh, wow, that's so neat! Thanks!" She opened

Page 110

Annie and her best friend Rachel wish they could stay  
twelve forever. Everything is perfect... until unex-  
pected changes begin pulling Annie and Rachel apart  
just when they need each other the most. But through  
it all Annie and Rachel learn a lot about independence

Where's the rest of this book?



The trouble with thirteen - Betty Miles - Google Books

Page 2 of 3

## What people are saying - Write a review

**Review: The Trouble with Thirteen**

User Review

- Carolyn - Goodreads

wide reading for CI 546 grade level: middle school

genre: realistic fiction, pseudo contemporary

(came out in the 70s but not a book where time is a significant part of the setting) themes:

friendship ... Read full review

**User ratings**

5 stars

1

4 stars

5

3 stars

1

2 stars

1

1 star

0

**Review: The Trouble with Thirteen**

User Review

- GERALYN St Joseph - Goodreads

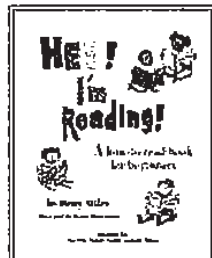
I read this book when I was 12. It was touching and accurate. I cried. Read full review

All 9 reviews »

## Related books



The Secret Life of the Underdog Champ  
Betty Miles



Hey! I am reading!  
Betty Miles, Sylvia Wickström



Around and around—love  
Betty Miles

## Contents

Section 1	67	Section 3	101
Section 2	93	Copyright	

## Common terms and phrases

Angela Annie Anyway Aunt Sylvia Barclay beautiful best friend Bruce camera chair  
Coke couch Cowboy beans Cuba Dairy Queen dance Debbie  
doll house door doughnut dresses driveway ears pierced Erica everything eyes  
feel felt fourposter front funny girls glad going grabbed guess hugged Janie jumped  
Kate Kate's Kenny kids kitchen knew laughed leaned back lettuce lilacs little  
looked Madison Marvin minute miss Mom's move neat nice nightgown Nora  
Nora's old dog pajamas party Peter James photo booth picture porch pretty  
probably pulled Rach Rachel asked Rachel looked Rachel put Rachel took rack seemed

## The trouble with thirteen - Betty Miles - Google Books

Page 3 of 3

shouted sleeping smiled sorry sort stared started steps stopped stuff stupid suddenly sure talk tell  
 Thanks things thought trying turned walked wearing Weiss What's wheezing wish wondered worry  
 Yeah yelled York City

## Bibliographic information

Title The trouble with thirteen  
*Avon Camelot Book*  
 Author Betty Miles  
 Publisher Avon, 1980  
 ISBN 0380511363, 9780380511365  
 Length 108 pages  
 Subjects Juvenile Fiction › Social Issues › Friendship



Death  
 Family & Relationships / Death, Grief,  
 Bereavement  
 Fiction  
 Friendship  
 Juvenile Fiction / General  
 Juvenile Fiction / Social Issues / Friendship  
 Social Science / Death & Dying

Export  
 Citation BIBTeX EndNote RefMan

he trouble with thirteen - Betty Miles - Google Books

Page 1 of

+You Web Images Videos Maps News Gmail More -

Sign In

Google books

Submit Q

Advanced Book Search

Amazon.co.uk

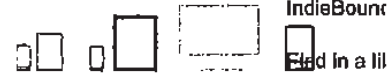
Barnes &amp; Noble

Books-A-Minute

IndieBound

Add in a lib

All sellers :



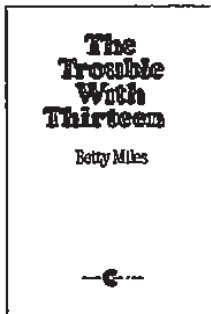
New! Shop for Google eBooks

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

Shop for eBooks now »

Add to My Library ▼

## The trouble with thirteen



Betty Miles

9 Reviews

Avon, Sep 1, 1980 - Family &amp; Relationships - 108 pages

Twelve-year-old Anne is unwilling to face some major changes in her life.

### From inside the book

nora

Search

34 pages matching nora in this book

Page 4

Our best article idea so far was "You Can Teach an Old Dog New Tricks." I thought it up. Nora was perfect for the article because she's ten years old and she never learned tricks when she was younger. Mr.

Page 5

laps, panting.

I scratched her behind the ear. "You're a dumb old dog, that's what you are."

Nora wriggled appreciatively. In the sun, her fur

he trouble with thirteen - Betty Miles - Google Books

Page 2 of

Page 65

Snippet vie

I tried to squash the feeling down. I started to look for Nora in her favorite sleeping places: the chair she wasn't supposed to lie in, the hall rug, the foot of my

Get this bo  
Amazon.c  
Barnes&N  
Books-A-M  
IndieBoun

Find in a lil  
All sellers :

Where's the rest of this book?

## What people are saying - Write a review

### Review: The Trouble with Thirteen

#### User ratings

User Review	- Carolyn - Goodreads	5 stars	1	
wide reading for CI 546 grade level: middle school		4 stars		5
genre: realistic fiction, pseudo contemporary (came		3 stars	1	
out in the 70s but not a book where time is a		2 stars	1	
significant part of the setting) themes: friendship ...		1 star	0	
Read full review				

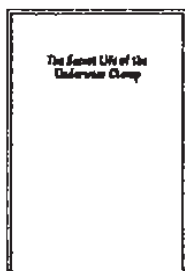
### Review: The Trouble with Thirteen

User Review - Geralyn St Joseph - Goodreads

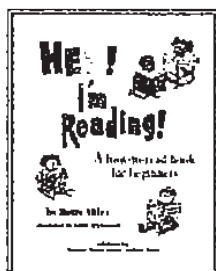
I read this book when i was 12. It was touching and accurate. I cried. Read full review

All 9 reviews »

## Related books



The Secret Life of the Und  
Betty Miles



Hey! I am reading!  
Betty Miles, Sylvie Wickstr



Around and around—love  
Betty Miles

## Contents

Section 1	67	Section 3	101
Section 2	93	Copyright	

The trouble with thirteen - Betty Miles - Google Books

Page 3 of

Snippet view

## Common terms and phrases

Get this bo  
Amazon.co  
Barnes&N  
Books-A-M  
IndieBoun

Find in a li  
All sellers :

Angela Annie Anyway Aunt Sylvia Barclay beautiful best friend Bruce camera chair  
Coke couch Cowboy beans Cuba Dairy Queen dance Debbie  
doll house door doughnut dresses driveway ears pierced Erica everything eyes  
feel felt fourposter front funny girls glad going grabbed guess hugged Janie jumped  
Kate Kate's Kenny kids kitchen knew laughed leaned back lettuce lilacs litde  
looked Madison Marvin minute miss Mom's move neat nice nightgown Nora  
Nora's old dog pajamas party Peter James photo booth picture porch pretty  
probably pulled Rach Rachel asked Rachel looked Rachel put Rachel took rack seemed  
shouted sleeping smiled sorry sort stared started steps stopped stuff stupid suddenly sure talk  
tell Thanks things thought trying turned walked wearing Weiss What's wheezing wish wondered  
worry Yeah yelled York City

## Bibliographic information

Title The trouble with thirteen  
Avon Camelot Book  
Author Betty Miles  
Publisher Avon, 1980  
ISBN 0380511363, 9780380511365  
Length 108 pages  
Subjects Juvenile Fiction › Social Issues › Friendship



Death  
Family & Relationships / Death, Grief,  
Bereavement  
Fiction  
Friendship  
Juvenile Fiction / General  
Juvenile Fiction / Social Issues / Friendship  
Social Science / Death & Dying

Export  
Citation BiBTeX EndNote RefMan

the trouble with thirteen - Betty Miles - Google Books

Page 1 of

+You Web Images Videos Maps News Gmail More -

Sign In

Google books

Submit Q

Advanced Book Search

## The trouble with thirteen



Betty Miles

9 Reviews

Avon, Sep 1, 1980 - Family &amp; Relationships - 108 pages

Twelve-year-old Annie is unwilling to face some major changes in her life.



New! Shop for Google eBooks

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

Shop for eBooks now »

Add to My Library ▾

## From inside the book

pajamas

Search

6 pages matching pajamas in this book

Page 23

Kate's mother.

"Mom! It's a *sleep-over* party. We'll wear pajamas the whole time!"

"You should have some new pajamas too," Mom

Page 32

better. I knew Kate would like it.

Bamberger's pajama department is called Night Life. They had racks and racks of nylon pajamas with bikini pants and smock tops. I would never wear

Snippet view

Get this book

Amazon.com

Barnes&amp;Noble.com

Books-A-Million

IndieBound

Find in a library

All sellers »

he trouble with thirteen - Betty Miles - Google Books

Page 2 of

Page 36

...

Where's the rest of this book?

## What people are saying - Write a review

### Review: The Trouble with Thirteen

User Review - Carolyn - Goodreads

wide reading for CI 546 grade level: middle school

genre: realistic fiction, pseudo contemporary (came

out in the 70s but not a book where time is a

significant part of the setting) themes: friendship ...

Read full review

### User ratings

5 stars 1

4 stars

3 stars 1

2 stars 1

1 star 0

5

### Review: The Trouble with Thirteen

User Review - Geralyn St Joseph - Goodreads

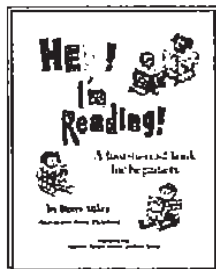
I read this book when i was 12. It was touching and accurate. I cried. Read full review

All 9 reviews »

## Related books



The Secret Life of the Underwear Champ  
Betty Miles



Hey! I am reading!  
Betty Miles, Sylvia Wickstr



Around and around—love  
Betty Miles

## Contents

Section 1	67	Section 3	101
Section 2	93	Copyright	

he trouble with thirteen - Betty Miles - Google Books

Page 3 of 3

## Common terms and phrases

Angela Annie Anyway Aunt Sylvia Barclay beautiful best friend Bruce camera chair  
 Coke couch Cowboy beans Cuba Dairy Queen dance Debbie  
 doll house door doughnut dresses driveway ears pierced Erica everything eyes  
 feel felt fourposter front funny girls glad going grabbed guess hugged Janie jumped  
 Kate Kate's Kenny kids kitchen knew laughed leaned back lettuce lilacs little  
 looked Madison Marvin minute miss Mom's move neat nice nightgown Nora  
 Nora's old dog pajamas party Peter James photo booth picture porch pretty  
 probably pulled Rach Rachel asked Rachel looked Rachel put Rachel took rack seemed  
 shouted sleeping smiled sorry sort stared started steps stopped stuff stupid suddenly sure talk  
 tell Thanks things thought trying turned walked wearing Weiss What's wheezing wish wondered  
 worry Yeah yelled York City

## Bibliographic information

Title The trouble with thirteen  
*Avon Camelot Book*  
 Author Betty Miles  
 Publisher Avon, 1980  
 ISBN 0380511363, 9780380511365  
 Length 108 pages  
 Subjects Juvenile Fiction › Social Issues › Friendship



Death  
 Family & Relationships / Death, Grief,  
 Bereavement  
 Fiction  
 Friendship  
 Juvenile Fiction / General  
 Juvenile Fiction / Social Issues / Friendship  
 Social Science / Death & Dying

Export Citation BibTeX EndNote RefMan



**EXHIBIT 8**

The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 1 of 3

Web Images Videos Maps News Shopping Gmail More ▾

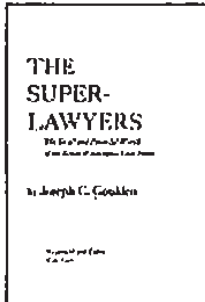
Sign In

Google books the super lawyers



Advanced Book Search

## The super-lawyers: the small and powerful world of the great Washington law firms



Joseph C. Goulden

0 Reviews

Weybright and Talley, 1972 - Law - 408 pages



New! Shop for Google eBooks

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

Shop for eBooks now »

### From inside the book

Add to My Library ▾

wall street

Search

Snippet view

21 pages matching wall street in this book

Page 228

the \$10 billion in bonds it was authorized to sell. USPS intended to sell the bonds through private Wall Street houses. Even so, James Hargrove, a senior assistant postmaster general, was confident USPS could hire a law firm directly for legal work on the issue if it so desired—"one of the Wall Street legal firms that

Get this book

AbeBooks

Amazon

a library

ers »

Page 236

absorbed Dorr, Hand, Whittaker & Watson, a Wall Street office that did a thriving railroad business. In 1964 it added Becker & Greenwald, Washington admiralty law specialists. In 1966 came Caldwell, Trimble, & Mitchell, also of Wall Street, which did a thriving—and extraordinarily technical—business of advising

Page 246

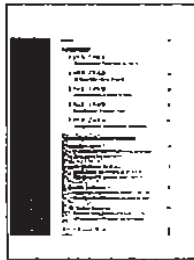
Steeped as he was in the workings of Wall Street, Guthrie was keenly aware of the consequences of a Penn Central bankruptcy. The company was a major American institution, vital to the transportation system. "You also have to think about the conditions existent at the time this was happening. The country

Where's the rest of this book?

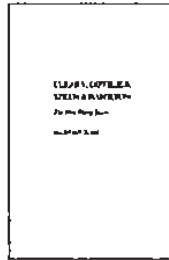
## What people are saying - Write a review

We haven't found any reviews in the usual places.

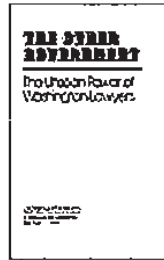
## Related books



Winston and Strawn  
Winston & Strawn

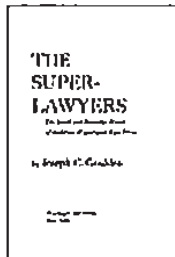


Cleary, Gottlieb, Steen & Leo Gottlieb  
Leo Gottlieb

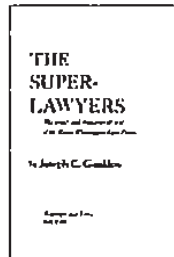


The other government  
Mark J. Green

## Other editions - View all



1972  
Snippet view



1972  
Snippet view

## Common terms and phrases

Abe Fortas Acheson Administration airline American antitrust argued Arnold  
and Porter asked attorney Austern auto bank Benzhaf bill called chairman  
Clark Clifford client Commission Commissioner Committee Congress  
Congressional Corcoran corporate counsel Covington and  
Burling Dean Acheson decision Defense Democratic Dobivir drug Federal  
government fees filed foreign former Fortas and Porter hearings hired industry Inghon Johnson  
Justice Department Karasik Kennedy law firm Laylin legislation Lloyd Cutler  
loan lobbyists matter mont million Mudge Rose Nader Nixon Panalba  
partner Patman Penn Central percent political practice President railroad  
Ralph Nader Randolph Guthrie regulatory agencies Representative Republican SAYS

The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 3 of 3

Secretary Senator Smathers someone staff Stuart Symington subcommittee sugar  
 Supreme Court talk Temko thing Thurman Arnold tion told Tommy Tommy  
 Corcoran Truman Unimed wanted Washington Law Washington  
 Lawyer White House wrote York

## References to this book

### From Google Scholar

Pursuing Regulatory Relief: Strategic Participation and  
 Litigation ...  
 Patrick Schmidt

Socializing The Legal Profession: Can Redistributing  
 Lawyers ...  
 RICHARD L ABEL - 1979 - Law & Policy

Lobbying by Law Firms: A Study of Lobbying by  
 National Law Firms ...  
 Matthew Darke - 1997 - Australian Journal of Public  
 Administration

## Bibliographic information

Title The super-lawyers: the small and powerful  
 world of the great Washington law firms  
*Dell book*  
 Author Joseph C. Goulden  
 Publisher Weybright and Talley, 1972  
 Original from the University of California  
 Digitized Oct 1, 2008  
 Length 408 pages  
 Subjects Law › General Practice



Law / General Practice  
 Law / Legal Profession  
 Law firms  
 Law partnership  
 Practice of law

Export Citation BIBTeX EndNote RefMan

About Google Books - Privacy Policy - Terms of Service - Blog - Information for Publishers - Report an Issue - Help - Google Home

©2011 Google

The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 1 of 3

Web Images Videos Maps News Shopping Gmail More

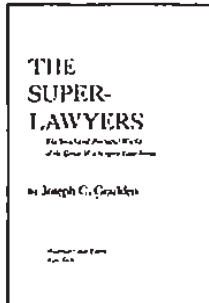
Sign In

Google books the super lawyers



Advanced Book Search

## The super-lawyers: the small and powerful world of the great Washington law firms



Joseph C. Goulden

0 Reviews

Weybright and Talley, 1972 - Law - 408 pages



New! Shop for Google eBooks

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

Shop for eBooks now »

Add to My Library ▼

### From inside the book

congress

Search

80 pages matching congress in this book

Page 287

### *The Corridors of Congress: Looking Down on Capitol Hill*

Page 293

*The Corridors of Congress: Looking Down on Capitol Hill* 293

Page 374

United States shall be a member of either house during his continuance in office." When a Kansas Senator named James Henry Lane accepted a brigadier's commission in the Civil War, the Senate promptly ejected him from Congress. Nor would the Justice Department permit Lyndon Johnson or Warren Magnuson

Where's the rest of this book?

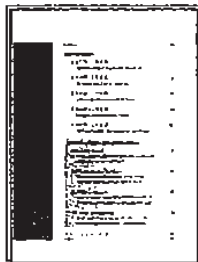
The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 2 of 3

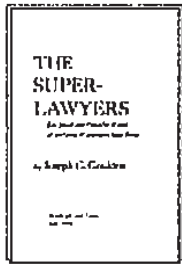
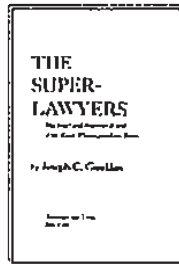
## What people are saying - Write a review

We haven't found any reviews in the usual places.

## Related books

Winston and Strawn  
Winston & StrawnCleary, Gottlieb, Steen & L  
Leo GottliebThe other government  
Mark J. Green

## Other editions - View all

1972  
Snippet view1972  
Snippet view

## Common terms and phrases

Abe Fortas Acheson Administration airline American antitrust argued Arnold and  
 Porter asked attorney Austern auto bank Banzhaf bill called chairman Clark  
 Clifford client Commission Commissioner Committee Congress Congressional  
 Corcoran corporate counsel Covington and Burling Dean Acheson  
 decision Defense Democratic Dobrivr drug Federal government fees filed foreign former Fortas and  
 Porter hearings hired industry Inghon Johnson Justice Department Karasik Kennedy law firm  
 Laylin legislation Lloyd Cutler loan lobbyists matter ment million Mudge Rose  
 Nader Nixon Panalba partner Palman Penn Central percent political practice  
 President railroad Ralph Nader Randolph Guthrie regulatory agencies Representative  
 Republican Says Secretary Senator Smathers someone staff Stuart Symington

The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 3 of 3

/ subcommittee sugar Supreme Court talk Temko thing Thurman Arnold lion told Tommy  
 Tommy Corcoran Truman Unimed wanted Washington Law Washington  
 Lawyer White House wrote York

## References to this book

### From Google Scholar

Pursuing Regulatory Relief: Strategic Participation and  
 Litigation ...  
 Patrick Schmidt

Socializing The Legal Profession: Can Redistributing  
 Lawyers ...  
 RICHARD L ABEL - 1979 - Law & Policy

Lobbying by Law Firms: A Study of Lobbying by  
 National Law Firms ...  
 Matthew Darke - 1997 - Australian Journal of Public  
 Administration

## Bibliographic information

Title The super-lawyers: the small and powerful world of  
 the great Washington law firms  
*Dell book*

Author Joseph C. Goulden

Publisher Weybright and Talley, 1972

Original from the University of California

Digitized Oct 1, 2008

Length 408 pages

Subjects Law › General Practice

Law / General Practice  
 Law / Legal Profession  
 Law firms  
 Law partnership  
 Practice of law



Export  
 Citation BIBTeX EndNote RefMan

The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 1 of 3

Web Images Videos Maps News Shopping Gmail More ~

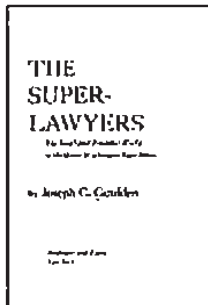
Sign In

Google books the super lawyers



Advanced Book Search

## The super-lawyers: the small and powerful world of the great Washington law firms



Joseph C. Goulden

0 Reviews

Weybright and Talley, 1972 - Law - 408 pages



New! Shop for Google eBooks

Go to the Google eBookstore for over 3 million eBooks to read on the Web, Android, iPhone, iPad, Sony and Nook.

Shop for eBooks now »

Add to My Library ▼

### From inside the book

government

Search

100 pages matching government in this book

Page 40

ment: The government has not charged and does not claim that any member of the General Electric board of directors, including Mr. Ralph J. Cordiner and Mr. Robert Paxton [board chairman and president, respectively] had knowledge of the conspiracies pleaded to in the indictments nor does the gov-

Page 48

48

*The Superlawyers*

August 1959, to aid the Venezuelan government in its success-

Page 117

ity is taking on oppressive size. Too young for promotion to a Cabinet position, too poorly paid to truly enjoy Washington—why stay in government? And, when you leave, why not take something along with you?

Something like the government of Puerto Rico, a United

Where's the rest of this book?



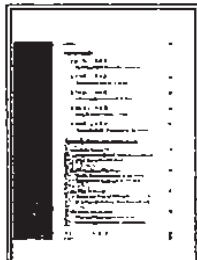
The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 2 of 3

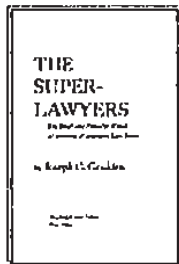
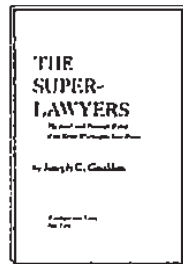
## What people are saying - Write a review

We haven't found any reviews in the usual places.

## Related books

Winston and Strawn  
Winston & StrawnCleary, Gottlieb, Steen & Leo Gottlieb  
Leo GottliebThe other government  
Mark J. Green

## Other editions - View all

1972  
Snippet view1972  
Snippet view

## Common terms and phrases

Abe Fortas Acheson Administration airline American antitrust argued Arnold and Porter asked attorney Austern auto bank Benzhef bill called chairman Clark Clifford client Commission Commissioner Committee Congress Congressional Corcoran corporate counsel Covington and Burling Dean Acheson decision Defense Democratic Dobrivir drug Federal government fees filed foreign former Fortas and Porter hearings hired industry Ington Johnson Justice Department Karasik Kennedy law firm Laylin legislation Lloyd Cutler loan lobbyists matter mont million Mudge Rose Nader Nixon Panelba partner Petman Penn Central percent political practice President railroad Ralph Nader Randolph Guthrie regulatory agencies Representative Republican says Secretary Senator Smathers someone staff Stuart Symington

The super-lawyers: the small and ... - Joseph C. Goulden - Google Books

Page 3 of 3

/ subcommittee sugar Supreme Court talk Tamko thing Thurman Arnold tion told Tommy  
 Tommy Corcoran Truman Unimed wanted Washington Law Washington  
 Lawyer White House wrote York

## References to this book

### From Google Scholar

Pursuing Regulatory Relief: Strategic Participation and  
 Litigation ...  
 Patrick Schmidt

Socializing The Legal Profession: Can Redistributing  
 Lawyers ...  
 RICHARD L ABEL - 1979 - Law & Policy

Lobbying by Law Firms: A Study of Lobbying by  
 National Law Firms ...  
 Matthew Darke - 1997 - Australian Journal of Public  
 Administration

## Bibliographic information

Title The super-lawyers: the small and powerful world of  
 the great Washington law firms  
*Dell book*

Author Joseph C. Goulden

Publisher Weybright and Talley, 1972

Original from the University of California

Digitized Oct 1, 2008

Length 408 pages

Subjects Law › General Practice

Law / General Practice  
 Law / Legal Profession  
 Law firms  
 Law partnership  
 Practice of law



Export  
 Citation BIBTeX EndNote RefMan

**EXHIBIT 9**

1990	CP	Snip	20101101	UCSC	9007199	ISBN:0830	G. Keith Gurganus	Mastering Pagemaker	UCAL, 2, 20101118
1987	CP	Snip	20101101	UCSC	9007199	ISBN:0895	Antonia S. Jolles	Mastering PageMaker on the I	UCAL, 2, 20101118
1989	CP	Snip	20080305	UCSC	9007199	ISBN:0814	Pat Rigg	When They Don't All Speak En	UCAL, 5, 20091205, 20100905
1965	CP	Snip	20080310	UCSC	9007199	-	Abram Tert?S?	The Trial Begins, & On Socialis	UCAL, 6, 20091204, 20100905
1983	CP	Snip	20080319	UCSC	9007199	ISBN:0862	Nawal Sa'dawi	Woman at Point Zero	UCAL, 4, 20091204, 20100908
1981	CP	Snip	20080414	UCSC	9007199	ISBN:0140	Victor S Navasky	Naming Names	UCAL, 4, 20091204, 20100820
1986	CP	Snip	20100209	UCSC	9007199	ISBN:0394	Pam Cook	The Cinema Book	UCAL, 2, 20100716
1986	CP	Snip	20090514	UCSC	9007199	ISBN:0155	Robert C. Solomon	The Big Questions	UCAL, 2, 20091121
1984	CP	Snip	20090624	UCSC	9007199	ISBN:0771	Mattison, David	Voices	UCAL, 6, 20091121
1978	CP	Snip	20090223	UCSC	9007199	ISBN:0969	Betty Boyd Caroli	The Italian Immigrant Woman	UCAL, 12, 20091022, 20091028
1975	CP	Snip	20080724	UCSC	9007199	-	Adam Kuper	Anthropologists and Anthropol	UCAL, 4, 20091123
1990	CP	Snip	20091009	UCSC	9007199	ISBN:0020	Jim Bouton	Ball Four	UCAL, 2, 20100720
1989	CP	Snip	20091009	UCSC	9007199	ISBN:0880	Barbara L. Viera	Teaching Volleyball	UCAL, 2, 20100720
1990	CP	Snip	20080812	UCSC	9007199	ISBN:3540	Carl Chiarella	The Elements of a Nonlinear T	UCAL, 4, 20091130
1981	CP	Snip	20080821	UCSC	9007199	ISBN:0060	E K Hunt	Property and Prophets	UCAL, 2, 20091130
1979	CP	Snip	20081017	UCSC	9007199	ISBN:0807	Jurgen Habermas	Communication and the Evolu	UCAL, 6, 20091124, 20101108
1984	-	Snip	20081111	UCSC	9007199	-	United States. Dept.	Attorney General's Task Force	UCAL, 6, 20091124, 20101106
1992	CP	Snip	20081104	UCSC	9007199	ISBN:0062	Kay Leigh--Ed. "Haga	Women Respond to the Men's	UCAL, 4, 20091124, 20101107
1986	CP	Snip	20081110	UCSC	9007199	-	Linda Marie Zerilli	Images of Women in Political	UCAL, 9, 20091124, 20101106
1991	CP	Snip	20100120	UCSC	9007199	-	Faye Peitzman	With Different Eyes	UCAL, 2, 20100716
1965	CP	Meta	20100517	UCSC	9007199	-	Joe Darion	Man of La Mancha	UCAL, 2, 20100712
1971	CP	Snip	20080318	UCSC	9007199	-	David Goldstein	The Jewish Poets of Spain, 900	UCAL, 5, 20091204, 20100909
1985	CP	Snip	20080402	UCSC	9007199	ISBN:0582	Alberta Turner	45 Contemporary Poems	UCAL, 4, 20091204, 20100916
1990	CP	Snip	20100225	UCSC	9007199	ISBN:8459	J. P. Little	Genet, Les Nègres	UCAL, 2, 20100715
1983	CP	Snip	20080625	UCSC	9007199	ISBN:0806	Dorothy Mackin	Famous Victorian Melodrama	UCAL, 4, 20091202, 20100913
1989	CP	Snip	20080613	UCSC	9007199	ISBN:0060	Ursula K. Le Guin	Dancing at the Edge of the Wc	UCAL, 4, 20091202, 20100919
1961	CP	Snip	20080710	UCSC	9007199	-	Magnus Magnusson	The Atom Station	UCAL, 4, 20091201, 20101112
1991	CP	Snip	20100903	UCSC	9007199	ISBN:0942	Anne Katherine	Anatomy of a Food Addiction	UCAL, 2, 20100917
1992	CP	Snip	20100917	UCSC	9007199	ISBN:0380	Linda T. Sanford	Strong at the Broken Places	UCAL, 2, 20101124
1990	CP	Snip	20081111	UCSC	9007199	ISBN:1559	Erika Uitz	The Legend of Good Women	UCAL, 4, 20091124, 20101105
1971	CP	Snip	20090805	UCSC	9007199	-	Henry Cabot Lodge	The Works of Alexander Hamil	UCAL, 2, 20100721
1969	CP	Snip	20090805	UCSC	9007199	-	Alexander Hamilton	The Works of Alexander Hamil	UCAL, 2, 20100721
1960	CP	Snip	20090413	UCSC	9007199	-	Andrew Lang	The Red Fairy Book	UCAL, 2, 20091122
1963	CP	Snip	20081030	UCSC	9007199	-	Harry Ezekiel Wedec	Pictorial History of Morals	UCAL, 2, 20091124

1982 -	Snip	20080930	UCAL	9007199 -	Stanley R. Sloan	Crisis in the Atlantic Alliance	UCAL, 4, 20090729, 20101110
1977?-	Snip	20080930	UCAL	9007199 -	United States Comm	Recent Developments, New O	UCAL, 7, 20090625, 20090818, 20101116
1978 -	Snip	20080930	UCAL	9007199 -	Council of Europe. C	Legal Aid and Advice	UCAL, 4, 20090729, 20101110
1969 -	Snip	20080930	UCAL	9007199 -	United States	Fair Housing Laws and Other F	UCAL, 2, 20090729
1987 CP	Snip	20080930	UCAL	9007199 ISBN:0833	Joan Petersilia	The Influence of Criminal Justi	UCAL, 5, 20090829, 20101204
1924 -	Snip	20081001	UCAL	9007199 -	United States. Burea	Regulations to Govern the Lea	UCAL, 6, 20090618, 20090914, 20101116
1987 CP	Snip	20080930	UCAL	9007199 -	Roger A. Putnam	Verrill & Dana	UCAL, 2, 20101110
1983 -	Snip	20081001	UCAL	9007199 -	J. Michael Greenwo	A Comparative Evaluation of S	UCAL, 8, 20090725, 20090729, 20101116
1972 CP	Snip	20080930	UCAL	9007199 -	Joseph C. Goulden	The Super-lawyers	UCAL, 4, 20090729, 20101116
1968 -	Snip	20081001	UCAL	9007199 -	G.G. Udell	Oil Land Leasing Act of 1920	UCAL, 9, 20090512, 20090531, 20090914, 20101115
1975 CP	Snip	20080930	UCAL	9007199 ISBN:0670	Mark J Green	The Other Government	UCAL, 4, 20090729, 20101116
1983 -	Snip	20080930	UCAL	9007199 -	-	The United States in a Changir	UCAL, 10, 20090512, 20090531, 20090914, 20101110
1976 -	Snip	20080930	UCAL	9007199 -	John Hollister Stein	Paralegals	UCAL, 8, 20090512, 20090531, 20090914, 20101116
1978 -	Snip	20081001	UCAL	9007199 -	Johnny H. Killian	Constitutional Rights of Childr	UCAL, 9, 20090725, 20090729, 20101116
1970 -	Snip	20081001	UCAL	9007199 -	Virginia R. Allan	A Matter of Simple Justice	UCAL, 4, 20090618, 20090914
1978 CP	Snip	20081001	UCAL	9007199 -	Ford Foundation	New Approaches to Conflict R	UCAL, 10, 20090725, 20090729, 20090917, 20101116
1980 -	Snip	20080930	UCAL	9007199 -	United States Comm	Civil Rights Issues of Handicap	UCAL, 6, 20090724, 20090729, 20101115
1971 -	Snip	20080930	UCAL	9007199 -	United States	Home Owners' Loan Acts and	UCAL, 6, 20090724, 20090729, 20101115
1987 CP	Snip	20080930	UCAL	9007199 ISBN:0394	Barbara Goldsmith	Johnson V. Johnson	UCAL, 6, 20090510, 20090531, 20090914
1967 -	Snip	20081001	UCAL	9007199 -	United States. Dept.	Tenants' Rights	UCAL, 6, 20090724, 20090729, 20101116
1933 CP	Snip	20081001	UCAL	9007199 -	Alpheus Thomas Ma	Brandeis and the Modern Stat	UCAL, 8, 20090724, 20090729, 20101116
1964 CP	Snip	20081001	UCAL	9007199 -	Wallace Mendelson	Felix Frankfurter: a Tribute	UCAL, 6, 20090625, 20090818, 20101115
1965 CP	Snip	20081001	UCAL	9007199 -	Jacob W. Ehrlich	A Life in My Hands	UCAL, 6, 20090608, 20090914, 20101115
1990 -	Meta	20081001	UCAL	9007199 -	John Elsberg	Papers on the Constitution	UCAL, 14, 20090724, 20090729, 20090917, 20101116
1976 CP	Snip	20081001	UCAL	9007199 -	American Associatio	Simple Steps to Successful Leg	UCAL, 8, 20090507, 20090531, 20090914, 20101116
1990 -	Snip	20081001	UCAL	9007199 -	Eugene Victor Rosto	President, Prime Minister, Or	UCAL, 13, 20090724, 20090729, 20090917, 20101116
1935 CP	Snip	20071018	UCAL	9007199 -	Paul McClelland Ang	Here I Have Lived	UCAL, 3, 20090806
1974 -	Snip	20081002	UCAL	9007199 -	United States. Feder	Natural Gas Act	UCAL, 6, 20090724, 20090729, 20101116
1987 CP	Snip	20081002	UCAL	9007199 -	Robert Allen Rutlan	The American Solution	UCAL, 6, 20090608, 20090914, 20101204
1982 CP	Meta	20081002	UCAL	9007199 ISBN:0917	Peter Gellatly	The Management of Serials At	UCAL, 2, 20090618
1980 CP	Snip	20081002	UCAL	9007199 ISBN:0853	Bourne, Ross	Serials Librarianship	UCAL, 2, 20110713
1974 CP	Meta	20081002	UCAL	9007199 ISBN:0872	Donald J. Lehnus	Milestones in Cataloging	UCAL, 6, 20090724, 20090729, 20101116
1972 CP	Snip	20081001	UCAL	9007199 ISBN:0080	K G B Bakewell	A Manual of Cataloguing Pract	UCAL, 6, 20090512, 20090531, 20090914
1986 CP	Meta	20081002	UCAL	9007199 ISBN:0857	Berman, Sanford	Cataloging Special Materials	UCAL, 2, 20110713

1979	CP	Snip	20081002	UCAL	9007199	ISBN:0851	Hunter, Eric J	AACR 2	UCAL, 7, 20090724, 20090729, 20101116
1978	CP	Snip	20081001	UCAL	9007199	ISBN:0838	American Library Ass	Anglo-American Cataloguing R	UCAL, 8, 20090707, 20090818, 20101115
1953	CP	Snip	20081001	UCAL	9007199	-	Joseph Lee Hollander	Arthritis and Allied Conditions	UCAL, 7, 20090722, 20090822, 20101115
1963	CP	Snip	20081001	UCAL	9007199	-	Maurice Benjamin St	Diseases of the Kidney	UCAL, 13, 20090724, 20090725, 20090729, 20101114
1963	CP	Snip	20080930	UCAL	9007199	-	R. J. Last	Anatomy, Regional and Applie	UCAL, 2, 20110713
1961	CP	Snip	20081001	UCAL	9007199	-	-	Recent advances in anatomy	UCAL, 2, 20110718
1970	-	Snip	20081001	UCAL	9007199	-	Dimitrii Arkad'evich ;	From recent advances in anat	UCAL, 2, 20110713
1966	CP	Snip	20081001	UCAL	9007199	-	Daniel John Cunnin	Manual of Practical Anatomy:	UCAL, 2, 20110713
	CP	Snip	20081001	UCAL	9007199	-	Daniel John Cunnin	Manual of Practical Anatomy:	UCAL, 2, 20110713
	CP	Snip	20081001	UCAL	9007199	-	Daniel John Cunnin	Manual of Practical Anatomy:	UCAL, 2, 20110713
1961	CP	Snip	20080930	UCAL	9007199	-	Charles Emil Tobin	Manual of Human Dissection	UCAL, 9, 20090707, 20090818, 20101110
1965	CP	Snip	20080930	UCAL	9007199	-	Wilfrid Edward Le Gr	The Tissues of the Body	UCAL, 2, 20110713
1960	CP	Snip	20080930	UCAL	9007199	-	Edmund Vincent Cov	A Textbook of Histology	UCAL, 2, 20110712
1966	CP	Snip	20080930	UCAL	9007199	-	Thomas Sydney Lees	Histology	UCAL, 4, 20090729, 20101116
1970	CP	Snip	20080930	UCAL	9007199	ISBN:3794	Kurt Beck	Color Atlas of Laparoscopy	UCAL, 6, 20090724, 20090729, 20101110
1960	CP	Snip	20081001	UCAL	9007199	-	Daniel Chapin Pease	Histological Techniques for Ele	UCAL, 8, 20090604, 20090610, 20090914, 20101116
1964	-	Snip	20080930	UCAL	9007199	-	Imunološki zavod (Za	Proceedings	UCAL, 5, 20090725, 20090729, 20101110
1966	CP	Snip	20080930	UCAL	9007199	-	Gustav Asboe-Hanse	Hormones and Connective Tis	UCAL, 9, 20090707, 20090818, 20101110
1963	CP	Snip	20081001	UCAL	9007199	-	Jill Leland	Medical Embryology	UCAL, 10, 20090512, 20090531, 20090914
1973	CP	Snip	20080930	UCAL	9007199	-	Eugene V. D K. Perrir	Pathobiology of Development:	UCAL, 4, 20090729, 20101110
1961	CP	Snip	20080930	UCAL	9007199	-	Morris Fishbein	First International Conference	UCAL, 4, 20090729, 20101110
1971	CP	Snip	20080930	UCAL	9007199	-	Guyton	Basic Human Physiology	UCAL, 8, 20090608, 20090914, 20101110
1912	-	Meta	20080930	UCAL	9007199	-	Arthur Henry Douthv	French's Index of Differential I	UCAL, 2, 20110713
1967	CP	Meta	20080930	UCAL	9007199	-	Arthur Henry Douthv	French's Index of Differential I	UCAL, 3, 20110723
1973	CP	Meta	20080930	UCAL	9007199	ISBN:0723	Herbert French	French's Index of Differential I	UCAL, 3, 20110723
1972	CP	Snip	20080930	UCAL	9007199	ISBN:0835	Doralyn J. Hickey	Problems in Organizing Library	UCAL, 4, 20090729, 20101116
1944	CP	Snip	20080930	UCAL	9007199	-	Bernard Isaac Comro	Arthritis and Allied Conditions	UCAL, 8, 20090509, 20090531, 20090914, 20101115
1971	CP	Snip	20081001	UCAL	9007199	-	Louis M. Hellman	Williams Obstetrics	UCAL, 2, 20110713
1962	CP	Snip	20081001	UCAL	9007199	-	Max Ellenberg	Clinical Diabetes Mellitus	UCAL, 2, 20110713
1971	CP	Snip	20081001	UCAL	9007199	ISBN:0316	Maurice Benjamin St	Diseases of the Kidney	UCAL, 4, 20110713
1971	CP	Snip	20081001	UCAL	9007199	ISBN:0316	Maurice Benjamin St	Diseases of the Kidney	UCAL, 2, 20110713
1974	CP	Meta	20081001	UCAL	9007199	ISBN:3794	R. R. Bowker LLC	World Guide to Scientific Asso	UCAL, 2, 20110713
1976	CP	Meta	20081001	UCAL	9007199	ISBN:0872	Arlene T. Dowell	Cataloging with Copy	UCAL, 1, 20111128
1974	CP	Snip	20081001	UCAL	9007199	-	Peter Spyers-Duran	Management Problems in Seri	UCAL, 2, 20110718

**EXHIBIT 10**

Search: 

- [About](#)
- [Contact](#)
- [Inform Us](#)

## The Authors Guild

### [The Authors Guild](#)

- [Advocacy](#)
- [Blog](#)
- [Services](#)
- [Publications](#)
- [News & Notes](#)

### [For Members Join](#)

- [Home](#)
- [About](#)
- [History](#)
- [Letter from the President](#)
- [Board of Directors](#)

## History

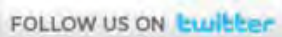
The Authors Guild is the nation's oldest and largest professional society of published authors, representing more than 8,000 writers. The Authors Guild and its parent organization, the Authors League of America, have achieved much for individual authors through the collective power and voice of their members-- from improvement of contracts and royalty statements, to protection of authors' rights under the First Amendment, to the redress of damaging tax inequities.

The Guild's legal staff reviews its members' publishing and agency contracts, intervenes in publishing disputes, and holds seminars and symposia on issues of importance to writers. The Guild also lobbies on the national and local levels on behalf of all authors on issues such as copyright, taxation, and freedom of expression. Reports to members bring them up to date on professional issues of immediate importance, and give them the information necessary to negotiate from a position of strength.

## Resources

### [Authors Guild v. Google Settlement Resources Page](#)

Documents and links pertaining to the settlement.

A rectangular button with a blue border. It contains the text "FOLLOW US ON" in a small, sans-serif font, followed by the Twitter logo (a stylized bird) and the word "twitter" in its characteristic lowercase font.

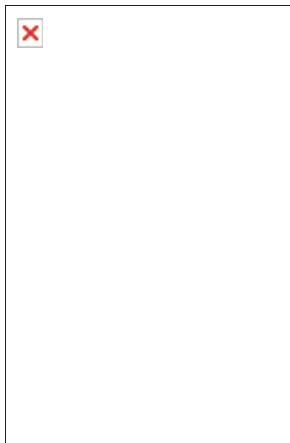


**Sitebuilder**

The Guild's popular website-building software for authors.

**Member Website Directory****Copyright****Writer's Legal Guide**

Order the Guild's desk reference.

**Backinprint.com****Fall 2011/Winter 2012 Bulletin****Authors Guild Foundation****Authors League Fund****Authors Registry**

- [Privacy Policy](#)
- [Site Credits](#)

[© 2012 The Authors Guild](#)

**EXHIBIT 11**

# Google investor relations

 Search
[Home](#)[News and Events](#)[Financial Information](#)[Corporate Governance](#)[Executive Chairman's Message](#)[Founders' Letters](#)[Code of Conduct](#)[Guidelines](#)[Board of Directors](#)[Board Committees](#)[Certificate of Incorporation](#)[Bylaws](#)[Report Concerns](#)[FAQs](#)[Company Overview](#)

## Frequently Asked Questions

- [What is Google's mission? How did Google begin?](#)
- [What does Google do?](#)
- [Why are we so focused on our users?](#)
- [How does Google make money? What is driving Google's growth?](#)
- [Who are our customers?](#)
- [Who are our partners?](#)
- [What are our products?](#)
- [Who are Google's competitors?](#)
- [Where is Google located?](#)
- [How many employees does Google have?](#)
- [When was Google's initial public offering and at what price?](#)
- [On what exchange does Google trade and what is its ticker symbol?](#)
- [How many shares of Google are outstanding?](#)
- [How can I invest in Google? Can I purchase Google stock directly from the company?](#)
- [What is a transfer agent, who is yours, and how do I contact them?](#)
- [Does Google pay a cash dividend?](#)
- [When does Google report earnings? How can I listen to the webcast for the earnings report?](#)
- [I missed the earnings webcast. Can I listen to the archived session?](#)
- [When does Google's fiscal year end?](#)
- [When and where is the Google Annual Stockholders Meeting?](#)
- [How can I attend the Annual Stockholders Meeting?](#)
- [Where can I find all of Google's SEC filings?](#)
- [How can I download and view the quarterly and annual reports online?](#)
- [Can I request to receive all SEC filings, annual reports, and/or proxy statements electronically rather than through the mail? Can I vote my proxy online?](#)
- [Who is Google's Independent Registered Public Accounting Firm?](#)
- [How do I contact Investor Relations?](#)

### What is Google's mission? How did Google begin?

Google's mission is to organize the world's information and make it universally accessible and useful. The first step toward fulfilling that mission came when our founders, Larry Page and Sergey Brin, working out of a Stanford University dorm room, developed a new approach to online search that quickly spread to information seekers around the globe. Google is now widely recognized as the world's largest search engine.

[Back to top](#)

### What does Google do?

Google is a global technology leader focused on improving the ways people connect

with information.

Google primarily generates revenue by delivering relevant, cost-effective online advertising. Businesses use our AdWords program to promote their products and services with targeted advertising. In addition, third-parties that comprise our Google network use our Google AdSense program to deliver relevant ads that generate revenue and enhance the user experience.

For more information, please see our [Company Overview](#).

[Back to top](#)

### **Why are we so focused on our users?**

We believe that the most effective, and ultimately the most profitable, way to accomplish our mission is to put the needs of our users first. We've found that a high-quality user experience leads to strong word-of-mouth promotion. Our dedication to our users is reflected in these three key company-wide commitments:

- We will do our best to provide the most relevant and useful search results possible, independent of financial incentives. Our search results will be objective and we will not accept payment for their inclusion or ranking.
- We will do our best to provide the most relevant and useful advertising. Ads should not be an annoying interruption. If any element on a search result page is influenced by payment to us, we will make this fact clear to our users.
- We will never stop working to improve our user experience, our search technology, and other areas of information organization.

We believe that our user focus is the foundation of our success to date. We also believe that this focus is critical for the creation of long-term value. We do not intend to compromise our user focus for short-term economic gain.

We recommend that you read [Letters from Our Founders](#) for more about Google's philosophy.

[Back to top](#)

### **How does Google make money? What is driving Google's growth?**

Today, the majority of our revenue comes from advertising.

Advertisers are increasingly turning to the Internet to market their products and services. Google AdWords, our auction-based advertising program, enables advertisers to deliver relevant ads targeted to search queries or web content to potential customers across Google sites and through the Google Network, which consists of content owners and websites. Our proprietary technology automatically matches ads to the content of the page on which they appear, and advertisers pay us either when a user clicks on one of its ads or based on the number of times their ads appear on the Google Network.

We distribute our advertisers' AdWords ads for display on the Google Network through our AdSense program. We share most of the revenue generated from ads shown on a site of a Google Network member with that member.

You can learn more about [AdWords and AdSense here](#).

[Back to top](#)

### **Who are our customers?**

Our customers are over one million of advertisers, from small businesses targeting local customers to many of the world's largest global enterprises, who use Google

AdWords to reach millions of users around the world.

[Back to top](#)

#### **Who are our partners?**

Partnerships have been very important to Google's success throughout our history, and we take our partnerships very seriously.

Our AdSense network consists of partners ranging from website publishers to the most popular search destinations, to whom we provide advertisements and with whom we share a majority of the revenue we receive from those ads.

We also have relationships with partners who distribute our products and services to users all over the world. Other partners provide valuable content that allows us to bring even more content and information to our users.

[Back to top](#)

#### **What are our products?**

Here's a [comprehensive list](#) of all our products and services.

[Back to top](#)

#### **Who are Google's competitors?**

We provide this information in our Annual Report. Visit our [SEC Filings Archive](#) page to refer to our most recent annual report.

[Back to top](#)

#### **Where is Google located?**

Our headquarters is located in Mountain View, California, but we have offices all over the world, including offices in Australia, Brazil, Canada, China, France, Germany, India, Ireland, Israel, Japan, Kenya, and the United Kingdom.

[Back to top](#)

#### **How many employees does Google have?**

Our employee headcount can be found on our [Financial Tables](#) page.

[Back to top](#)

#### **When was Google's initial public offering and at what price?**

Our IPO was on August 18, 2004 at a price of \$85 per share.

[Back to top](#)

#### **On what exchange does Google trade and what is its ticker symbol?**

Shares of our Class A common stock are listed on the Nasdaq Stock Market LLC (Nasdaq Global Select Market) under the symbol [GOOG](#). Our Class B common stock is not publicly traded.

[Back to top](#)

#### **How many shares of Google are outstanding?**

Our shares outstanding can be found on [Google Finance](#).

[Back to top](#)

#### **How can I invest in Google? Can I purchase Google stock directly from the company?**

You can purchase Class A common stock of our company through a registered brokerage or stock purchase service provider of your choice. You cannot buy stock directly from Google.

[Back to top](#)

#### **What is a transfer agent, who is yours, and how do I contact them?**

A transfer agent is a regulated organization that keeps track of stockholder records and information. To find out more, please contact our transfer agent:

Computershare Trust Company, N.A.  
 P.O. Box 43078  
 Providence, RI 02940  
 +1-866-298-8535  
 +1-781-575-2879  
[www.computershare.com](http://www.computershare.com)

[Back to top](#)

#### **Does Google pay a cash dividend?**

No, we have never declared or paid a cash dividend nor do we expect to pay any dividends in the foreseeable future.

[Back to top](#)

#### **When does Google report earnings? How can I listen to the webcast for the earnings report?**

Visit our [Webcasts & Events](#) page.

[Back to top](#)

#### **I missed the earnings webcast. Can I listen to the archived session?**

Yes! You're welcome to listen to any of our [archived webcasts](#).

[Back to top](#)

#### **When does Google's fiscal year end?**

Our fiscal year ends on December 31. Our quarters end on March 31, June 30, September 30, and December 31.

[Back to top](#)

#### **When and where is the Google Annual Stockholders Meeting?**

We generally hold our Annual Meeting of Stockholders in the month of May or June. Additional information can be found in our proxy statement for the relevant year.

[Back to top](#)

#### **How can I attend the Annual Stockholders Meeting?**

You can attend our Annual Stockholders Meeting ONLY if you are a Google stockholder. Additional information regarding attendance requirements is detailed in each year's annual proxy statement. For more information, visit our [Annual](#)

[Stockholders Meeting page.](#)

[Back to top](#)

#### **Where can I find all of Google's SEC filings?**

You can access our filings through the [SEC website](#). You can also directly order selected [Google filings](#).

[Back to top](#)

#### **How can I download and view the quarterly and annual reports online?**

You are welcome to download and view both quarterly and annual reports directly from [our site](#).

[Back to top](#)

#### **Can I request to receive all SEC filings, annual reports, and/or proxy statements electronically rather than through the mail? Can I vote my proxy online?**

Yes, we like saving trees. [Please sign up here for electronic enrollment](#) and to vote your proxy online.

[Back to top](#)

#### **Who is Google's Independent Registered Public Accounting Firm?**

Ernst & Young LLP

[Back to top](#)

#### **How do I contact Investor Relations?**

If you can't find the information you're looking for on our website, please feel free to [contact us here](#).

Or write to us here:

Google Inc.  
Attn: Investor Relations  
1600 Amphitheatre Parkway  
Mountain View, CA 94043

[Back to top](#)

© Google - [Google Home](#) - [Privacy Policy](#) - [Terms of Service](#)

**EXHIBIT 12**



# Google

1. [Everything Google](#)
2. [Corporate information](#)
3. [News from Google](#)
4. [News announcements](#)
5. News announcement

- [News from Google](#)
- [Images and B-roll](#)
- [Blog directory](#)
- [Google+ directory](#)
- [Twitter directory](#)
- [Facebook directory](#)
- [YouTube directory](#)

## News from Google

### Google Checks Out Library Books

*The Libraries of Harvard, Stanford, the University of Michigan, the University of Oxford, and The New York Public Library Join with Google to Digitally Scan Library Books and Make Them Searchable Online*

**MOUNTAIN VIEW, Calif. – December 14, 2004** – As part of its effort to make offline information searchable online, Google Inc. (NASDAQ: GOOG) today announced that it is working with the libraries of Harvard, Stanford, the University of Michigan, and the University of Oxford as well as The New York Public Library to digitally scan books from their collections so that users worldwide can search them in Google.

"Even before we started Google, we dreamed of making the incredible breadth of information that librarians so lovingly organize searchable online," said Larry Page, Google co-founder and president of Products.

"Today we're pleased to announce this program to digitize the collections of these amazing libraries so that every Google user can search them instantly.

"Our work with libraries further enhances the existing Google Print program, which enables users to find matches within the full text of books, while publishers and authors monetize that information," Page added.

"Google's mission is to organize the world's information, and we're excited to be working with libraries to help make this mission a reality."

Today's announcement is an expansion of the Google Print™ program, which assists publishers in making books and other offline information searchable online. Google is now working with libraries to digitally scan books from their collections, and over time will integrate this content into the Google index, to make it searchable for users worldwide.

"We believe passionately that such universal access to the world's printed treasures is mission-critical for today's great public university," said Mary Sue Coleman, President of the University of Michigan.

For publishers and authors, this expansion of the Google Print program will increase the visibility of in and out of print books, and generate book sales via "Buy this Book" links and advertising. For users, Google's library program will make it possible to search across library collections including out of print books and titles that weren't previously available anywhere but on a library shelf.

Users searching with Google will see links in their search results page when there are books relevant to their query. Clicking on a title delivers a Google Print page where users can browse the full text of public domain works and brief excerpts and/or bibliographic data of copyrighted material. Library content will be displayed in keeping with copyright law. For more information and examples, please visit [print.google.com/googleprint/library.html](http://print.google.com/googleprint/library.html).

## About Google Inc.

Google's innovative search technologies connect millions of people around the world with information every day. Founded in 1998 by Stanford Ph.D. students Larry Page and Sergey Brin, Google today is a top web property in all major global markets. Google's targeted advertising program, which is the largest and fastest growing in the industry, provides businesses of all sizes with measurable results, while enhancing the overall web experience for users. Google is headquartered in Silicon Valley with offices throughout North America, Europe, and Asia. For more information, visit [www.google.com](http://www.google.com).

**Media Contact:**

Nathan Tyler  
Google Inc.  
+1 650-623-4311  
[nate@google.com](mailto:nate@google.com)

###

*Google is a trademark of Google Inc. All other company and product names may be trademarks of the respective companies with which they are associated.*

- [Corporate information](#)
- [News](#)
- [Company](#)
- [Jobs](#)
- [Investor relations](#)
- [Contact us](#)
- © Google
- [Privacy Center](#)
- [Terms of Service](#)

**EXHIBIT 13**

10-K 1 d260164d10k.htm FORM 10-K

[Table of Contents](#)


---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

---

FORM 10-K

---

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2011

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 000-50726

**Google Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

77-0493581  
(I.R.S. Employer  
Identification No.)

1600 Amphitheatre Parkway  
Mountain View, CA 94043  
(Address of principal executive offices) (Zip Code)  
(650) 253-0000  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, \$0.001 par value	Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Securities registered pursuant to Section 12(g) of the Act:

Title of each class  
Class B Common Stock, \$0.001 par value  
Options to purchase Class A Common Stock

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At June 30, 2011, the aggregate market value of shares held by non-affiliates of the registrant (based upon the closing sale price of such shares on the Nasdaq Global Select Market on June 30, 2011) was \$114,824,568,582.

At January 19, 2012, there were 257,960,636 shares of the registrant's Class A common stock outstanding and 67,175,694 shares of the registrant's Class B common stock outstanding.

#### DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Proxy Statement for the 2012 Annual Meeting of Stockholders are incorporated herein by reference in Part III of this Annual Report on Form 10-K to the extent stated herein. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2011.

---

---

---

Table of Contents

*Privacy concerns relating to our technology could damage our reputation and deter current and potential users from using our products and services.*

From time to time, concerns have been expressed about whether our products and services compromise the privacy of users and others. Concerns about our practices with regard to the collection, use, disclosure, or security of personal information or other privacy related matters, even if unfounded, could damage our reputation and operating results. While we strive to comply with all applicable data protection laws and regulations, as well as our own posted privacy policies, any failure or perceived failure to comply may result, and has resulted, in proceedings or actions against us by government entities or others, or could cause us to lose users and customers, which could potentially have an adverse effect on our business.

In addition, as nearly all of our products and services are web-based, the amount of data we store for our users on our servers (including personal information) has been increasing. Any systems failure or compromise of our security that results in the release of our users' data could seriously limit the adoption of our products and services, as well as harm our reputation and brand and, therefore, our business. We expect to continue to expend significant resources to protect against security breaches. The risk that these types of events could seriously harm our business is likely to increase as we expand the number of web-based products and services we offer, and operate in more countries.

Regulatory authorities around the world are considering a number of legislative and regulatory proposals concerning data protection. In addition, the interpretation and application of consumer and data protection laws in the U.S., Europe and elsewhere are often uncertain and in flux. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our data practices. If so, in addition to the possibility of fines, this could result in an order requiring that we change our data practices, which could have an adverse effect on our business and results of operations. Complying with these various laws could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business.

*If our security measures are breached, or if our services are subject to attacks that degrade or deny the ability of users to access our products and services, our products and services may be perceived as not being secure, users and customers may curtail or stop using our products and services, and we may incur significant legal and financial exposure.*

Our products and services involve the storage and transmission of users' and customers' proprietary information, and security breaches could expose us to a risk of loss of this information, litigation, and potential liability. Our security measures may be breached due to the actions of outside parties, employee error, malfeasance, or otherwise, and, as a result, an unauthorized party may obtain access to our data or our users' or customers' data. Additionally, outside parties may attempt to fraudulently induce employees, users, or customers to disclose sensitive information in order to gain access to our data or our users' or customers' data. Any such breach or unauthorized access could result in significant legal and financial exposure, damage to our reputation, and a loss of confidence in the security of our products and services that could potentially have an adverse effect on our business. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. If an actual or perceived breach of our security occurs, the market perception of the effectiveness of our security measures could be harmed and we could lose users and customers.

*Web spam and content farms could decrease our search quality, which could damage our reputation and deter our current and potential users from using our products and services.*

"Web spam" refers to websites that attempt to violate a search engine's quality guidelines or that otherwise seek to rank higher in search results than a search engine's assessment of their relevance and utility would rank them. Although English-language web spam in our search results has been significantly reduced, and web spam in

Table of Contents

## Google Inc.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

## Note 1. Google Inc. and Summary of Significant Accounting Policies

## Nature of Operations

We were incorporated in California in September 1998. We were re-incorporated in the State of Delaware in August 2003. We generate revenues primarily by delivering relevant, cost-effective online advertising.

## Basis of Consolidation

The consolidated financial statements include the accounts of Google Inc. and our wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated.

## Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. Generally Accepted Accounting Principles (GAAP) requires us to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and the accompanying notes. Actual results could differ materially from these estimates. On an ongoing basis, we evaluate our estimates, including those related to the accounts receivable and sales allowances, fair values of financial instruments, intangible assets and goodwill, useful lives of intangible assets and property and equipment, fair values of stock-based awards, income taxes, and contingent liabilities, among others. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities.

## Revenue Recognition

The following table presents our revenues by revenue source (in millions):

	Year Ended December 31,		
	2009	2010	2011
Advertising revenues:			
Google websites	\$15,723	\$19,444	\$26,145
Google Network Members' websites	7,166	8,792	10,386
Total advertising revenues	22,889	28,236	36,531
Other revenues	762	1,085	1,374
Revenues	<u>\$23,651</u>	<u>\$29,321</u>	<u>\$37,905</u>

Google AdWords is our auction-based advertising program that enables advertisers to place text-based and display ads on our websites and our Google Network Members' websites. Display advertising comprises the videos, text, images, and other interactive ads that run across the web on computers and mobile devices, including smart phones and handheld computers such as netbooks and tablets. Most of our AdWords customers pay us on a cost-per-click basis, which means that an advertiser pays us only when a user clicks on one of its ads. We also offer AdWords on a cost-per-impression basis that enables advertisers to pay us based on the number of times their ads appear on our websites and our Google Network Members' websites as specified by the advertisers.

Google AdSense refers to the online programs through which we distribute our advertisers' AdWords ads for display on our Google Network Members' websites, as well as programs to deliver ads on television broadcasts.



**EXHIBIT 14**

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2010

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 000-50726

**Google Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

77-0493581  
(I.R.S. Employer  
Identification No.)

1600 Amphitheatre Parkway  
Mountain View, CA 94043  
(Address of principal executive offices) (Zip Code)  
(650) 253-0000  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, \$0.001 par value	Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Securities registered pursuant to Section 12(g) of the Act:

Title of each class  
Class B Common Stock, \$0.001 par value  
Options to purchase Class A Common Stock

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At June 30, 2010, the aggregate market value of shares held by non-affiliates of the registrant (based upon the closing sale price of such shares on the Nasdaq Global Select Market on June 30, 2010) was \$96,501,176,477.75.

At January 31, 2011, there were 250,869,074 shares of the registrant's Class A common stock outstanding and 70,653,031 shares of the registrant's Class B common stock outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's Proxy Statement for the 2011 Annual Meeting of Stockholders are incorporated herein by reference in Part III of this Annual Report on Form 10-K to the extent stated herein. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2010.

## PART I

## ITEM 1. BUSINESS

## Overview

Google is a global technology leader focused on improving the ways people connect with information. We aspire to build products that improve the lives of billions of people globally. Our mission is to organize the world's information and make it universally accessible and useful. Our innovations in web search and advertising have made our website a top internet property and our brand one of the most recognized in the world.

We generate revenue primarily by delivering relevant, cost-effective online advertising. Businesses use our AdWords program to promote their products and services with targeted advertising. In addition, the third parties that comprise the Google Network use our AdSense program to deliver relevant ads that generate revenue and enhance the user experience.

We were incorporated in California in September 1998 and reincorporated in Delaware in August 2003. Our headquarters are located at 1600 Amphitheatre Parkway, Mountain View, California 94043, and our telephone number is (650) 253-0000. We completed our initial public offering in August 2004 and our Class A common stock is listed on the Nasdaq Global Select Market under the symbol "GOOG."

## Corporate Highlights

Effective April 4, 2011, Larry Page, our Co-Founder and President, Products, will become our Chief Executive Officer, Eric E. Schmidt, our current Chief Executive Officer, will continue as the chairman of our board of directors and will serve as our Executive Chairman, and Sergey Brin, our Co-Founder and President, Technology, will continue as Co-Founder.

In 2010, we continued to reap the rewards of the growth of the digital economy. The shift of consumers and advertisers from offline to online continued unabated, which fueled good growth in our core business of search advertising. We continued to invest heavily, and rapidly innovate in our search technologies to expand the comprehensiveness of our index, the relevance of our results, and the speed with which we deliver search results. Some recent notable enhancements to search include Google Instant, Instant Previews, and Place Search. We believe that search will only become more intelligent, personal, and interactive, delivering the information most relevant to users, in their language, and relevant to their location and interests.

In addition, in the past year we have also invested aggressively in our newer businesses—namely display, mobile, and enterprise—to lay the groundwork for future growth. We have also made strategic investments in critical product areas, like Android, Chrome, and Chrome OS—following our core philosophy of building open platforms with optionality, and creating infrastructure that allows everyone on the web to succeed. We also believe that an active acquisition program is an important element of our business strategy. During 2010, we invested \$1.8 billion to acquire companies, products, services, and technologies.

Our business is primarily focused around the following key areas: search, advertising, operating systems and platforms, and enterprise.

## Search

We maintain a vast index of websites and other online content, and make it available through our search engine to anyone with an internet connection. Our search technologies sort through an ever-growing amount of information to deliver relevant and useful search results in response to user queries. We integrate innovative features into our search service and offer specialized search services to help users tailor their search. In addition, we are constantly improving and adding to our products and services, to provide users with more relevant results so that users find what they are looking for faster.

## Google Inc.

**CONSOLIDATED STATEMENTS OF INCOME**  
(In millions, except per share amounts)

	Year Ended December 31,		
	2008	2009	2010
Revenues .....	\$21,796	\$23,651	\$29,321
Costs and expenses:			
Cost of revenues (including stock-based compensation expense of \$41, \$47, \$67) .....	8,622	8,844	10,417
Research and development (including stock-based compensation expense of \$732, \$725, \$861) .....	2,793	2,843	3,762
Sales and marketing (including stock-based compensation expense of \$206, \$231, \$261) .....	1,946	1,984	2,799
General and administrative (including stock-based compensation expense of \$141, \$161, \$187) .....	1,803	1,668	1,962
Total costs and expenses .....	15,164	15,339	18,940
Income from operations .....	6,632	8,312	10,381
Impairment of equity investments .....	(1,095)	0	0
Interest and other income, net .....	316	69	415
Income before income taxes .....	5,853	8,381	10,796
Provision for income taxes .....	1,626	1,861	2,291
Net income .....	<u>\$ 4,227</u>	<u>\$ 6,520</u>	<u>\$ 8,505</u>
Net income per share of Class A and Class B common stock:			
Basic .....	<u>\$ 13.46</u>	<u>\$ 20.62</u>	<u>\$ 26.69</u>
Diluted .....	<u>\$ 13.31</u>	<u>\$ 20.41</u>	<u>\$ 26.31</u>

See accompanying notes.

**EXHIBIT 15**

**FILED UNDER SEAL**

**EXHIBIT 16**

**FILED UNDER SEAL**

**EXHIBIT 17**

11/17/11

Google Books (Beta) - Terms and Conditions

[Contact Us](#) | [Help](#) |

# Google books partner program

## Google Books Partner Program Standard Terms and Conditions

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS AND THE FAQ BEFORE REGISTERING FOR THE GOOGLE BOOKS PARTNER PROGRAM. PARTICIPATION IN THE GOOGLE BOOKS PARTNER PROGRAM INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR THE GOOGLE BOOKS PARTNER PROGRAM.

**Introduction.** By accepting the Standard Terms and Conditions of this Content Hosting Services Agreement (the "Agreement"), You are requesting to participate in the Google Books Partner Program ("the Program") where Google Inc. and its affiliates ("Google") provides scanning, storage and hosting services at the direction of content providers that seek to make their content available to end users via the Internet, subject to the terms of this Agreement, certain Program Policies ("Program Policies") located at <http://books.google.com/partner/policies> (as such URL may be updated from time to time by Google) and the Program Frequently Asked Questions ("FAQ") located at <http://books.google.com/support/partner> (as such URL may be updated from time to time by Google). "You" means the entity identified in an enrollment form submitted by the same or affiliated persons, which shall also be bound by the terms of this Agreement.

- 1. Program Participation.** Participation in the Program is subject to Google's prior approval and Your continued compliance with Program Policies. Google reserves the right to refuse participation to any applicant or participant at any time in its sole discretion. Google further reserves the right to modify the Program Policies and the FAQ from time to time. Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by Google (including by electronic mail).

PLF EXHIBIT 9  
 Date: 2-10-12  
 Witness  
 CLANCY



11/17/11

Google Books (Beta) - Terms and Conditions

2. **Implementation.** If You are accepted into the Program, You agree to identify in the format specified by Google the works that you wish to include in the Program ("**Authorized Works**") and deliver to Google such Authorized Works in print and/or digital format, at your expense, within the time frame specified in the FAQ. Google is not responsible for any loss, theft or damage of any kind to the Authorized Works. All content contained within the Authorized Works, including but not limited to all text, images, photographs, illustrations and all material and artwork on the book jackets and covers, is referred to collectively as the "**Authorized Content**." Google (or its agents) may digitally scan the Authorized Content, including the content contained on book jackets and covers, and store the Authorized Content on servers hosted by Google. You agree that Google may scan the Authorized Content in any location it chooses. Google may index the Authorized Content, and, in response to requests by end users of Google's search services, display search results relating to the Authorized Content. Google will not return to You the print copies of Authorized Works that You send to Google.
3. **Content Excerpt Pages.** You further request and authorize Google to (i) render the Authorized Content into digital format, if necessary; (ii) store and index the Authorized Content; and (iii) use and display the Authorized Content as provided herein. Google may host, store, operate, maintain and make accessible to end users certain "**Content Excerpt Pages**" that display a digital image of the Authorized Content, or equivalent, and other links and/or material that Google may determine. Although You grant Google the permission to scan, index and host the Authorized Content and display Content Excerpt Pages, Google makes no promise or representation that it will or that it will continue to do so with each Authorized Work that you send to Google.
4. **Restrictions on Use of Authorized Content.** Google will use commercially reasonable efforts to (a) limit the total number of pages of each Authorized Work viewed by any end user in connection with Google's search services to 20% of the Authorized Content of any Authorized Work per 30 day period and (b) disable "right-click" cut, copy and paste functions, and printing of Authorized Content; provided, however, that Google does not guarantee that its efforts to prevent or limit the actions stated above will in every instance be effective. The obligation in clauses (a) and (b) above will not apply to Authorized Content in the

11/17/11

Google Books (Beta) - Terms and Conditions

public domain. Furthermore, You can elect that greater than 20% of the Authorized Content of your Authorized Works can be viewed.

5. **Brand Features; Publicity.** You agree that Google may use Your name and logo ("Brand Features") in connection with the Authorized Content and in presentations, marketing materials, customer lists, financial reports and Web site listings of customers. You agree not to make any public announcement regarding this Agreement or the terms hereof without the prior written consent of Google.
6. **Proprietary Rights; Required Notices.** Nothing contained in this Agreement conveys any ownership right to Google in any of the Authorized Content, or other materials provided by You.
7. **Confidentiality.** You agree not to disclose Google Confidential Information without Google's prior written consent. "Google Confidential Information" includes without limitation: (a) all Google software, technology, programming, technical specifications, materials, guidelines and documentation (including the terms of this Agreement) relating to the Program; (b) click-through rates and all other reporting information relating to the Ads (including revenues paid to You by Google) and the Authorized Content to the extent provided to You by Google; and (c) any other information designated in writing by Google as "Confidential" or an equivalent designation. It does not include information that has become publicly known through no breach by You or Google, or information that has been (i) independently developed without access to Google Confidential Information, as evidenced in writing; (ii) rightfully received by You from a third party; or (iii) required to be disclosed by law or by a governmental authority.
8. **Ads; Payment.** You agree that Google may serve third party and/or Google provided advertisements (collectively, "Ads") in connection with the Authorized Content using Google's advertising serving technology. Such Ads will appear in the style and format that may be offered generally by Google, when such advertising inventory is available. You shall receive a payment related to the number of valid clicks on Ads displayed on Content Excerpt Pages as determined by Google for its participants in the Program. Unless otherwise agreed to by the parties in writing (including electronic mail), payments to You shall be sent by Google within approximately thirty (30) days after the

11/17/11

Google Books (Beta) - Terms and Conditions

end of each calendar month that Ads are running on Content Excerpt Pages if Your earned balance is \$100 or more. In the event the Agreement is terminated, Google shall pay Your earned balance to You within approximately ninety (90) days after the end of the calendar month in which Google recognizes that the Agreement has been terminated, but in no event shall Google make payments for any earned balance less than \$10. Google reserves the right to retain all revenues derived from its search services, including without limitation, Ads that appear on search result pages that contain snippets of Authorized Content. Notwithstanding the foregoing, Google shall not be liable for any payment based on (a) any amounts which result from invalid queries, or invalid clicks on Ads generated by any person, bot, automated program or similar device, including, without limitation, through any clicks or impressions (i) originating from Your IP addresses or computers under Your control, or (ii) solicited by payment of money, false representation or request for users to click on Ads; (b) Ads delivered to end users whose browsers have JavaScript disabled; (c) Ads benefiting charitable organizations and other placeholder or transparent Ads that Google may deliver; (d) Google advertisements for its own products and/or services; or (e) clicks co-mingled with a significant number of invalid clicks described in (a) above, or as a result of any breach of this Agreement by You for any applicable pay period. Google reserves the right to withhold payment or charge back Your account due to any of the foregoing, any breach of this Agreement by You, pending Google's reasonable investigation of any of the foregoing or any breach of this Agreement by You, or in the event that an advertiser whose Ads are displayed on Content Excerpt Pages defaults on payment for such Ads to Google. In addition, if You are past due on any payment to Google in connection with any Google program (including without limitation the Google AdWords program), Google reserves the right to withhold payment until all outstanding payments have been made or to offset amounts owed to You in connection with the Program by amounts owed by You to Google. Google will provide access to such standard aggregated advertising data that Google provides to participants of the Program generally.

To ensure proper payment, You are solely responsible for providing and maintaining accurate contact and payment information associated with Your account. For U.S. taxpayers, this information includes without limitation a valid U.S. tax identification number and a fully-completed Form W-9. For non-U.S. taxpayers, this information

11/17/11

Google Books (Beta) - Terms and Conditions

includes without limitation a fully-completed Form W-8 which may require a valid U.S. tax identification number, as required by the U.S. tax authorities. More information regarding required tax information and forms will be available from Your account. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment. You agree to pay all applicable taxes or charges imposed by any government entity in connection with Your participation in the Program. Google may change its pricing and/or payment structure at any time. If You dispute any payment made under the Program, You must notify Google in writing within thirty (30) days of any such payment; failure to so notify Google shall result in the waiver by You of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by Google. No other measurements or statistics of any kind shall be accepted by Google or have any effect under this Agreement.

9. **No Guarantee.** Google makes no guarantee regarding the level of impressions of or clicks on any Ad, the timing of delivery of such impressions and/or clicks, or the amount of any payment to be made to You under this Agreement.
10. **No Warranty.** GOOGLE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
11. **Limitations of Liability; Force Majeure.** EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) GOOGLE'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY GOOGLE TO YOU DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party

11/17/11

Google Books (Beta) - Terms and Conditions

acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.

12. **Representations and Warranties.** You represent and warrant that (a) You are at least 18 years of age, (b) all of the information provided by You to Google to enroll in the Program and to include the Authorized Works in the Program is correct and current; (c) You hold the necessary rights, including all intellectual property rights, in and to the Authorized Content and Your Brand Features to enter into this Agreement and grant the rights granted herein, and (d) You have the power and authority to enter into this Agreement, to perform the acts required of You hereunder, and to grant the rights granted herein. You further represent and warrant that the Authorized Content: (i) conforms to the Program Policies, (ii) does not violate any applicable law, statute, ordinance or regulation and (iii) does not breach and has not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories.
13. **Your Obligation to Indemnify.** You agree to indemnify, defend and hold Google, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Program, the Authorized Content, Your Brand Features, and/or Your breach of any term of this Agreement.
14. **Termination.** You may terminate this Agreement with or without cause with thirty (30) days prior notice to Google. Google may at any time, in its sole discretion, terminate the Program, terminate this Agreement, or withdraw any



11/17/11

Google Books (Beta) - Terms and Conditions

Authorized Content in the Program. For any termination of this Agreement by either party, Google shall use commercially reasonable efforts, within thirty (30) days (or as soon thereafter as is commercially reasonable), to cease to serve Content Excerpt Pages (or portions thereof) to end users of Google's search services. For the avoidance of doubt, Google will continue to host and index the Authorized Content after termination of this Agreement, for the purpose of providing search results. The provisions of Sections 2, 6, 7, 9-11, 13, 14, 15 and 17 will survive any termination of this Agreement.

15. **Information Rights.** Google may retain and use for its own purposes all information You provide, including but not limited to contact and billing information. You agree that Google may transfer and disclose to third parties personally identifiable information about You for the purpose of approving and enabling Your participation in the Program, including to third parties that reside in jurisdictions with less restrictive data laws than Your own. Google may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Google disclaims all responsibility, and will not be liable to You, however, for any disclosure of that information by any such third party. Google may share aggregate (i.e., not personally identifiable) information about You with advertisers, business partners, sponsors, and other third parties.
16. **Parties' Responsibilities.** You are solely responsible for the Authorized Content, Your Brand Features, and adherence to the terms of this Agreement, including compliance with the Program Policies. You shall not, and shall not authorize or encourage any third party to directly or indirectly generate queries, impressions of or clicks on any Ad(s) through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software. Google reserves the right to investigate, at its own discretion, any activity that may violate this Agreement, including but not limited to any use of a software application to access Ads or any engagement in any activity prohibited by this Agreement. Google is not responsible for anything related to the Authorized Content or Your Brand Features. In addition, Google shall not be obligated to provide notice to You in

11/17/11

Google Books (Beta) - Terms and Conditions

the event that Ads are not being displayed properly to end users of the Content Excerpt Pages.

17. **Miscellaneous.** This Agreement shall be governed by the laws of California, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Santa Clara County, California. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement must be made in a writing executed by both parties, by Your online acceptance of updated terms, or after Your continued participation in the Program after such terms have been updated by Google. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement does not affect any right that either party would have had, or shall have, independent of the Agreement including rights to Authorized Content under the Copyright Act. You may not resell, assign, or transfer any of Your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Google. Notwithstanding the foregoing, Google may assign this Agreement to any affiliate at any time without notice. The relationship between Google and You is not one of a legal partnership relationship, but is one of independent contractors.

November 21, 2005

**EXHIBIT 18**

**FILED UNDER SEAL**



**EXHIBIT 19**

Why can't I read the entire book? - Books Help

<http://support.google.com/books/bin/answer.py?hl=en&answer=43729>[+You](#) [Gmail](#) [Calendar](#) [Documents](#) [Photos](#) [Sites](#) [Web](#) [More](#) -[Sign in](#)

Google



## Why can't I read the entire book?

Books Help

Many of the books in Google Books come from authors and publishers who participate in our Partner Program. For these books, our partners decide how much of the book is browsable — anywhere from a few sample pages to the whole book. Some partners offer the entire book in a digital edition through Google eBooks, in which case you can purchase the book.

For books that enter Google Books through the Library Project, what you see depends on the book's copyright status. We respect copyright law and the tremendous creative effort authors put into their work. If the book is in the public domain and therefore out of copyright, you can page through the entire book and even download it and read it offline. But if the book is under copyright, and the publisher or author is not part of the Partner Program, we only show basic information about the book, similar to a card catalog, and, in some cases, a few snippets — sentences of your search terms in context. The aim of Google Books is to help you discover books and assist you with buying them or finding a copy at a local library. It's like going to a bookstore and browsing — with a Google twist.

Was this information helpful?

☐ Yes ☐ No

1

Books - [Contacting Us](#) - [Help with other Google products](#) - [Change language:](#) ©2011 Google - [Google Home](#) - [Privacy Policy](#) - [Terms of Service](#)

PLF EXHIBIT 2  
Date: 7-10-12  
Witness  
CLANCY

**EXHIBIT 20**

# Google

1. [Everything Google](#)
2. [Corporate information](#)
3. [News from Google](#)
4. [News announcements](#)
5. News announcement

- [News from Google](#)
- [Images and B-roll](#)
- [Blog directory](#)
- [Twitter directory](#)
- [Facebook directory](#)
- [YouTube directory](#)

## News from Google

### Committee on Institutional Cooperation (CIC) Joins Google's Library Project

Announcement

June 6, 2007

The number of libraries participating in the Google Book Search Library Project just got a whole lot bigger with today's addition of the Committee on Institutional Cooperation (CIC). The CIC is a national consortium of 12 research universities, including University of Chicago, University of Illinois, Indiana University, University of Iowa, University of Michigan, Michigan State University, University of Minnesota, Northwestern University, Ohio State University, Pennsylvania State University, Purdue University and the University of Wisconsin-Madison. Google will work with the CIC to digitize select collections across all its libraries, up to 10 million volumes.

Readers will have access to many distinctive and unique collections held by the consortium. Users will be able to explore collections that are global in scope, like Northwestern's Africana collection or dive deep into the universities' unique Midwest heritage, including the University of Minnesota's Scandinavian and forestry collections, Michigan State's extensive holding in agriculture, Indiana University's folklore collection, and the history and culture of Chicago collection at the University of Illinois-Chicago.

Google will provide the CIC with a digital copy of the public domain materials digitized for this project. With these files, the consortium will create a first-of-its-kind shared digital repository of these works held across the CIC libraries. Both readers and libraries will benefit from this group effort:

- The shared repository of public domain books will give faculty and students convenient access to a large and diverse online library before housed in separate locations.
- This new collaboration will enable librarians to collectively archive materials over time, and allow researchers to access a vast array of material with searches customized for scholarly activity.

For books in the public domain, readers will be able to view, browse, and read the full texts online. For books protected by copyright, users will get basic background (such as the book's title and the author's name), at most a few lines of text related to their search, and information about where they can buy or borrow a book.

"This library digitization agreement is one of the largest cooperative actions of its kind in higher education," said CIC chairman Lawrence Dumas, provost of Northwestern University. "We have a collective ambition to share resources and work together to preserve the world's printed treasures."

Two CIC member universities are already working with Google Book Search, the University of Michigan and the University of Wisconsin-Madison, and this new agreement will complement the digitization work already taking place.

The CIC becomes the latest partner in the Google Books Library Project, which in addition to the University of Michigan and University of Wisconsin-Madison, also includes Harvard University, Stanford University, Oxford University, the New York Public Library, Stanford University, University of California, University of Texas at Austin, University of Virginia, Princeton Library, the Complutense University of Madrid, the Bavarian State Library, the Library of Catalonia, the University Library of Lausanne and Ghent University Library. Google is also conducting a pilot project with the Library of Congress.

The Google Books Library Project digitizes books from major libraries around the world and makes their collections searchable on Google Book Search. More information can be found at: [books.google.com](http://books.google.com).

- [Corporate information](#)
- [News](#)
- [Company](#)
- [Jobs](#)
- [Investor relations](#)
- [Contact us](#)
  
- © Google
- [Privacy Center](#)
- [Terms of Service](#)

**EXHIBIT 21**

DURIE TANGRI LLP  
 DARALYN J. DURIE (*Pro Hac Vice*)  
 ddurie@durietangri.com  
 JOSEPH C. GRATZ (*Pro Hac Vice*)  
 jgratz@durietangri.com  
 217 Leidesdorff Street  
 San Francisco, CA 94111  
 Telephone: 415-362-6666  
 Facsimile: 415-236-6300

Attorneys for Defendant  
 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:

1. I am a Engineering Director at Google Inc. 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. The Google Books program began in 2004 with the scanning of book collections belonging to the University of Michigan, Harvard, Stanford, Oxford, and the New York Public Library. As part of Google Books, Google scans books in certain library collections, indexes them, and returns information about those books, including short “snippets” of text—about an eighth of a page—so that users can search for and find books they may wish to purchase or check out from a library.
3. On each page that shows snippets, Google provides links to buy the book on various online bookstores, such as Amazon.com, and to find it in a nearby library. There are no advertisements on these pages, and Google does not receive payments from the bookstores in connection with the “buy the book” links.
4. Google has scanned more than twenty million books as part of Google Books. Users of Google Books can see search results that include snippets of text in English for more than four million of these books.
5. Almost every conceivable type of book is included within Google Books, from novels to telephone directories to historical works to children’s picture books. Google’s service enables these books to be found in a way that would otherwise be impossible. Users may thereafter buy the book in a bookstore or locate it in a nearby library.
6. Google also has a Partner Program, pursuant to which publishers provide Google with authorization to display larger excerpts of works. Through the Partner Program, Google

displays full pages from books in response to users' search queries. More than 45,000 publishers have chosen to participate in the Partner Program in order to make their works easier to find and purchase, and over 2.5 million books are included within the Partner Program.

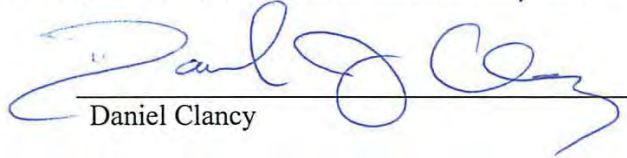
7. Google has a policy of removing books from snippet view; upon request from an author or other rightsholder, Google will remove books from snippet view, and provides a simple web form for making such a request. If a book is not yet in snippet view, the form can be used to request that Google not scan the book, and Google has a policy of accommodating these requests. None of the plaintiffs named in this action has made such a request to remove his or her book from snippet view, nor has any submitted a request that their books not be scanned.

8. For books in "snippet view," Google only displays snippets, and displays only up to three snippets in response to a given search query, even if the search term appears on dozens of pages in the book. The snippets are intended to provide enough context to determine whether the book contains information of interest to the searcher, but not to act as a replacement for the book itself.

9. Google does not display snippets of dictionaries and similar reference works.

10. Google puts numerous safeguards in place to ensure that users cannot, even in the aggregate, view a full page of a snippet-view book, or even several contiguous snippets—for example, by making the placement of snippets in a page fixed, by displaying only one snippet per page in response to a given search, and by "blacklisting" one snippet per page and one out of ten pages in a book.

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

**EXHIBIT 22**

[+You](#) [Gmail](#) [Calendar](#) [Documents](#) [Photos](#) [Sites](#) [Web](#) [More -](#)[Sign in](#)

Google



## Do the libraries get a copy of the book?

[Books Help](#)

Yes. Each library will receive a digital copy of every book we scan at from their respective collections. Each library will treat their copies in accordance with copyright law.

Was this information helpful?

☐ Yes ☐ No

0

[Books](#) - [Contacting Us](#) - [Help with other Google products](#) - [Change language:](#) English (US)[©2011 Google](#) - [Google Home](#) - [Privacy Policy](#) - [Terms of Service](#)

**EXHIBIT 23**

**PART 1**

**(LIBRARY AGREEMENTS WITH THE NEW YORK  
PUBLIC LIBRARY, THE UNITED STATES LIBRARY OF  
CONGRESS, STANFORD UNIVERSITY, PRINCETON  
UNIVERSITY, COLUMBIA UNIVERSITY, CORNELL  
UNIVERSITY, AND HARVARD UNIVERSITY HAVE BEEN  
FILED UNDER SEAL)**

**COOPERATIVE AGREEMENT**

This COOPERATIVE AGREEMENT (the "Agreement") is entered into by and between Google Inc., a Delaware corporation with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google"), and the Regents of the University of Michigan/University Library, Ann Arbor Campus, with its principal offices at 818 Hatcher South, Ann Arbor, MI 48109-1205 ("U of M"), and is effective on the date of the execution of this Agreement (the "Effective Date"). Google and U of M herein are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties".

**Background**

1. U of M is a leading academic institution and has amassed an enormous collection of works in various media.
2. Google is a leader in providing the public with access to billions of web pages through a search engine that processes requests in less than half a second, and responds to more than 150 million search queries per day.
3. Google and the U of M share a mutual interest in making information available to the public. The Parties believe that working collaboratively will create mutually beneficial knowledge about standards and automated methods for organizing and indexing digitized works and to refine standard requirements for repositories of digital content.
4. Accordingly, the Parties desire to enter a nonexclusive agreement whereby Google will digitize works from the U of M collection to include them in Google's search services, and to make them available to the University of Michigan for preservation, archival or other purposes of its choosing (e.g., inclusion in Michigan's search services).

**Definitions**

1. **DEFINITIONS.** Capitalized terms will have the meanings set forth below unless defined elsewhere in the Agreement.

1.1 "Available Content" means the U of M print book and journal Collection, but excludes Special Collections materials. Available Content also includes U of M Digital Content in an amount corresponding to the amount of digital content that Google provides to U of M via the U of M Digital Copy.

1.2 "Brand Features" means trade names, trademarks, service marks, logos, and other distinctive brand features, of which Google's Brand Features include but are not limited to Google, the Google logo, other marks that incorporate the word "GOOGLE," PAGERANK, and of which U of M's brand features include but are not limited to the University of Michigan name, University of Michigan identification marks, and the University Library name and logo.

1.3 "Digitize" means to convert content from a tangible, analog form into a digital representation of that content.

1.4 "Distribution Price" means an amount equal to or greater than a per-page amount multiplied by the number of Digitized pages involved. The per-page amount shall be equal to the amount charged by Google for distributing to the general public the same Digitized pages ("Google Amount"). If there exists no Google Amount for the same Digitized pages, the per-page amount shall be the amount charged by Google for distributing to the general public similar pages digitized pursuant to the same Project Plan ("Similar Google Amount"). To the extent no Google Amount or Similar Google Amount exists, the per-page amount shall be an amount mutually agreed upon in good faith by Google and U of M.

1.5 "End User" means a person or entity that uses the Services.

1.6 "Enterprise Search Services" means the Search Services provided by Google to companies for use by employees of those companies and others.

1.7 "Google Digital Copy" means a digital copy retained by Google of the Available Content that is Digitized by Google.

1.8 "Google Search Services" means the Search Services provided by Google directly through the web sites located at [www.google.com](http://www.google.com) and corresponding international and other domains (e.g., [www.google.de](http://www.google.de), [www.google.info](http://www.google.info), etc).

1.9 "U of M Collection" means materials identified in section 1.2 above.

1.10 "U of M Digital Copy" means a digital copy transferred by Google to U of M of the Available Content that is Digitized by Google.

1.11 "Partner Search Services" means the Search Services provided by Google to an End User via a partner site that has entered into an agreement with Google to provide some or all of the Search Services through its own website.

1.12 "Pilot Project" means the onsite work at the University of Michigan, beginning from the Effective Date of this contract and ending on April 15, 2005.

1.13 "Project" means a project for Digitizing certain Selected Content.

1.14 "Initial Term" means the first six years of the Project, including the Pilot Project period.

1.15 "Project Form" means a form, pursuant to this Agreement, that contains the details of a Project Plan, similar to the sample attached as Exhibit A.

1.16 "Project Plan" means a plan for implementing a Project. The Project Plan shall include the following: (1) instructions by U of M regarding how the Selected Content is to be collected and returned by Google; (2) if required, the amount of time available to U of M for performing conservation efforts; (3) the amount of time available to Google from receipt of the Selected Content until it is due to be returned to U of M; and (4) a budget for the Project.

1.17 "Requested Portion" means a portion of the U of M Digital Copy requested by a third party.

1.18 "Search Services" means the search services provided by Google to an End User pursuant to which the End User can view, inter alia, content consisting of or derived from the Google Digital Copy (subject to the restrictions set forth in this Agreement) in response to search or browsing requests.

1.19 "Selected Content" means the portion of the Available Content that Google desires to Digitize or incorporate into the Services, both collectively and its component parts, including any and all other works of authorship included therein.

1.20 "Services" means collectively the Google Search Services, the Partner Search Services, and the Enterprise Search Services.

1.21 "U of M Digital Content" means content that U of M already has in its possession in Digitized form, as of the Effective Date.

1.22 "Website," "World Wide Web," "the Internet," and other technical terms in this Agreement and project plans refers to the current common usage of such terms and successor facilities of equal or greater capability.



## TERMS

### 2. **RESPONSIBILITIES**

**2.1 Identifying Content to be Digitized.** The parties shall cooperate to identify Available Content to be Digitized. Upon agreeing to such Selected Content, the Parties shall cooperate in good faith and with diligence to develop a timetable for completing the Project Plan for the Selected Content. The Parties shall then memorialize the Project Plan in a Project Form.

**2.2 Collecting the Selected Content.** Upon commencement of a Project, U of M shall be responsible for performing any conservation efforts that U of M determines are required for the associated Selected Content. On a rolling basis, as this conservation effort is completed, U of M shall provide the conserved Selected Content to Google for Digitizing. If agreed upon by the parties in a particular Project Plan, this collection function may instead be assigned to Google.

**2.3 Locating the Digitization Operation.** For each Project, U of M shall attempt in good faith to provide Google with adequate physical space to Digitize the Selected Content. If U of M is unable to provide such space, U of M shall cooperate with Google to identify and obtain space that Google can use at reasonable rates. The location of any such physical spaces shall be mutually agreed upon by the parties.

**2.3.1 Transporting and Storing the Selected Content.** On a Project-specific and material-specific basis, U of M may authorize Google to remove some or all of the Selected Content from U of M premises to perform digitization in facilities controlled by Google. All risk of loss, damage, or destruction of the materials will lie with Google from the time Google accepts possession of the materials until such time as they are returned to U of M on U of M premises. Google will carry reasonably sufficient insurance against the risk of loss, damage or destruction of materials entrusted to Google's custody. In general, for all materials, Google will provide a transport method and temporary storage area that is reasonably clean, dry, cool, free from insects and other pests, protected from fire, and secure against theft and vandalism. Because the value of the materials and the environmental conditions necessary for transporting them and maintaining them in good condition will vary based on the particular materials involved, U of M will inform Google of the requirements for transport and storage of particular materials on a Project-specific basis. For insurance purposes, U of M (relying on guidelines from its Risk Management office) will provide Google with a good faith estimate of the value of any materials approved for removal from U of M premises, and will provide Google with an itemized list of any such materials.

**2.3.2 On-Site (i.e., not transported) Conversion of Selected Content.** The terms in 2.3.1 regarding insurance, accessibility to print materials for U of M users, and precautions taken to ensure protection of the materials shall also apply to materials digitized on-site in the Buhr storage facility.

**2.4 Digitizing the Selected Content.** Google will be responsible for Digitizing the Selected Content. Subject to handling constraints or procedures specified in the Project Plan, Google shall at its sole discretion determine how best to Digitize the Selected Content, so long as the resulting digital files meet benchmarking guidelines agreed to by Google and U of M, and the U of M Digital Copy can be provided to U of M in a format agreed to by Google and U of M. U of M will engage in ongoing review (through sampling) of the resulting digital files, and shall inform Google of files that do not meet benchmarking guidelines or do not comply with the agreed-upon format. Should U of M encounter a persistent failure by Google to meet these guidelines or supply the agreed-upon format, U of M may stop new work until this failure can be rectified. Any restrictions on Google's discretion shall be specified on a project-by-project basis via the corresponding Project Form(s) or by amendment to this Agreement.

**2.5 U of M Digital Copy.** Google agrees to provide to U of M a copy of all Digitized Selected Content that has been "Successfully Processed" within thirty (30) days after the Selected Content is Digitized, or in a timeframe mutually agreed by the Parties. Digitized Selected Content is "Successfully Processed" when Google determines it has satisfactorily gone through all stages of Google's digitization, post processing and quality assurance procedures (not to exceed thirty days for material received by Google, unless otherwise agreed to by the parties). Within thirty (30) days after the Selected Content is Digitized, or in a timeframe mutually agreed by the Parties, Google shall provide the U of M Digital Copy

to the U of M. Unless otherwise agreed by the Parties in writing, the U of M Digital Copy will consist of a set of image and OCR files and associated information indicating at a minimum (1) bibliographic information consisting of the title and author of each Digitized work, (2) which image files correspond to that Digitized work, and (3) the logical order of those image files. Google shall provide the U of M Digital Copy via a network connection, or in any other manner mutually agreed upon by the Parties.

2.5.1 Google may delay transferring Digitized Selected Content to U of M if it decides not to use that content due to a dispute with a third-party. In this case, Google must inform U of M, in writing, of the details of the dispute and the specific content to be delayed. Google may delay transfer of this content until such time as Google makes any use (including indexing) of that Digitized content (or the same content acquired from another source, if that Digitized content is in the public domain or out-of-print) beyond storage in a dark archive.

2.5.2 Within 3 years of the time Google has transferred Digitized Selected Content to U of M, if Google decides not to use that content due to a dispute with a third-party, U of M will destroy that content (so long as it is in print and protected by copyright) from the U of M Digital Copy. In this case, Google must inform U of M in writing of the details of the dispute and the specific content to be destroyed. If, at any time, Google subsequently makes any use (including indexing) of that Digitized content (or the same content acquired from another source, if that Digitized content is in the public domain or out-of-print) beyond storage in a dark archive, Google will retransfer that Digitized Content to U of M.

**2.6 Returning the Selected Content.** Once completed with the Digitizing process, Google will be responsible for returning the Selected Content to the source from which Google obtained it and in the like manner in which it was collected, within three (3) weeks unless otherwise specified in the Project Form or otherwise agreed upon by the parties. If Google reasonably determines that it will require longer to Digitize some or all of the Selected Content than the time frame set forth in the Project Form, the Parties will discuss in good faith whether a time extension is feasible. If the Parties agree upon an extension, they shall record such agreement as an amendment to the Project Form. If the Parties can not agree upon an extension, Google shall return the Selected Content within the time frames set forth in the Project Form.

**2.7 Responsibility for damage to the Selected Content.** While certain Selected Content is within Google's possession, Google shall make commercially reasonable efforts to minimize damage to the Selected Content, including handling the Selected Content in accordance with handling instructions set forth in the Project Form, if any. If Google, due to its negligence, damages certain Selected Content, Google shall, at its own cost, have the damaged Selected Content restored to the condition in which Google received it. Restoration of all materials must be performed by or under the management of U of M Conservation Services.

### **3. COSTS**

**3.1 Costs borne by U of M.** U of M shall bear the following costs: U of M employees (other than staff scanning operators and staff employed to pull and return materials to the shelves, including reshelfing) whose participation is contemplated by this Agreement (including all cost of U of M employees required to provide Selected Content to Google as well as project management costs incurred by U of M), network bandwidth and data storage required by U of M to receive some or all of the U of M Digital Copy or existing bandwidth available for use by Google to transfer Digitized files from U of M facilities to Google's data centers and U of M space that may be available to Google.

**3.2 Costs borne by Google.** Google shall bear the following costs: Google employees or agents whose participation is contemplated by this Agreement (including all cost of Google employees required between receipt/collection of the Selected Content from U of M and return of the Selected Content to U of M), hardware and software required to Digitize the Selected Content, space required to Digitize the Selected Content (to the extent not provided by U of M), transportation of Selected Content from the U of M facility in which the Selected Content is normally kept (if required), and resolving copyright issues associated with Google's use of the Google Digital Copy.

**3.3 Budgets.** Notwithstanding the foregoing, U of M and Google may jointly develop a budget for each Project Plan, pursuant to which the parties can allocate the cost of researching and identifying the Selected Content, conducting conservation assessments, performing conservation work, and

performing any required copyright research and clearances. Any such budget shall take precedence over the general obligations set forth above in sections 3.1 and 3.2.

#### **4. OWNERSHIP AND USE OF DIGITAL COPIES AND SERVICES**

**4.1 Copyright Law.** Both Google and U of M agree and intend to perform this Agreement pursuant to copyright law. If at any time, either party becomes aware of copyright infringement under this agreement, that party shall inform the other as quickly as reasonably possible.

**4.2 Copyright Status.** As Selected Content is provided by U of M to Google for Digitizing, U of M shall to the best of its knowledge notify Google which portions of the Selected Content are in the public domain and which portions may be subject to copyright. Notwithstanding the foregoing, Google shall be responsible for ensuring that Google's digitization and its use of the Google Digital Copy is authorized by the relevant copyright holders or by law. If either party reasonably determines that a portion of the Selected Content that was previously thought to be in the public domain is actually subject to copyright, that party shall promptly notify the other party in a writing that particularly identifies the portion(s) and provides an explanation for why the portion(s) are believed to be subject to copyright.

**4.3 Searching Free to the Public:** Google agrees that to the extent that it or its successors make Digitized Available Content searchable via the Internet, it shall provide an interface for both searching and a display of search results that shall have no direct cost to end users. Violations of this subsection, 4.3, not cured within thirty days of notification by U of M shall terminate U of M's obligations under section 4.4.

**4.4 Ownership and use of U of M Digital Copy.** Neither U of M nor Google shall have any ownership or license rights to the Available Content that is Digitized (i.e., to the materials underlying the digitization process), except where UM already has such rights. As between Google and U of M and subject to the provisions in this section 4, U of M shall own all rights, title, and interest to the U of M Digital Copy.

**4.4.1 Use of U of M Digital Copy on U of M Website.** U of M shall have the right to use the U of M Digital Copy, in whole or in part at U of M's sole discretion, as part of services offered on U of M's website. U of M shall implement technological measures (e.g., through use of the robots.txt protocol) to restrict automated access to any portion of the U of M Digital Copy or the portions of the U of M website on which any portion of the U of M Digital Copy is available. U of M shall also make reasonable efforts (including but not limited to restrictions placed in Terms of Use for the U of M website) to prevent third parties from (a) downloading or otherwise obtaining any portion of the U of M Digital Copy for commercial purposes, (b) redistributing any portions of the U of M Digital Copy, or (c) automated and systematic downloading from its website image files from the U of M Digital Copy. U of M shall restrict access to the U of M Digital Copy to those persons having a need to access such materials and shall also cooperate in good faith with Google to mutually develop methods and systems for ensuring that the substantial portions of the U of M Digital Copy are not downloaded from the services offered on U of M's website or otherwise disseminated to the public at large.

**4.4.2 Use of U of M Digital Copy in Cooperative Web Services.** Subject to the restrictions set forth in this section, U of M shall have the right to use the U of M Digital Copy, in whole or in part at U of M's sole discretion, as part of services offered in cooperation with partner research libraries such as the institutions in the Digital Library Federation. Before making any such distribution, U of M shall enter into a written agreement with the partner research library and shall provide a copy of such agreement to Google, which agreement shall: (a) contain limitations on the partner research library's use of the materials that correspond to and are at least as restrictive as the limitations placed on U of M's use of the U of M Digital Copy in section 4.4.1; and (b) shall expressly name Google as a third party beneficiary of that agreement, including the ability for Google to enforce the restrictions against the partner research library.

**4.5 Ownership and use of Google Digital Copy.** Neither U of M nor Google shall have any ownership or license rights to the Available Content that is digitized (i.e., to the materials underlying the digitization process), except where UM already owns such rights. As between Google and U of M and subject to the provisions in this section 4, Google shall own all rights, title, and interest to the Google Digital Copy.

**4.5.1 Google use of Google Digital Copy.** Subject to the restrictions set forth in this section, Google may use the Google Digital Copy, in whole or in part at Google's sole discretion, as part of the Services. For portions of the Google Digital Copy that correspond to works mutually identified as being in the public domain or for which Google has obtained permission from the relevant copyright owner(s), Google may among other things index the full text and serve and display full-sized digital images corresponding to those portions. For all other portions of the Google Digital Copy, Google may index the full text but may not serve or display the full-sized digital image unless Google has appropriate legal authority to do so; Google instead may serve and display (1) an excerpt that Google reasonably determines would constitute fair use under copyright law and (2) bibliographic (e.g., title, author, date, etc) and other non-copyrighted information. If U of M discovers that digital images being served and displayed full-size by Google are subject to copyright restrictions, U of M shall notify Google in writing and Google shall cease serving and displaying such images full-size. Furthermore, to address situations where Google believed it had the right to serve full-sized digital images but was incorrect in such belief, Google shall implement processes (e.g., notice and takedown) that facilitate the ability of copyright owners to request removal of such digital images from the index.

**4.5.2 Security and Privacy Regarding Google's Use of the Google Digital Copy.** Google shall implement technological measures (e.g., through use of the robots.txt protocol) to restrict automated access to any portion of the Google Digital Copy or the portions of the Google website on which any portion of the Google Digital Copy is available. In addition, Google shall maintain on its website a privacy policy that governs collection and use of information that Google obtains from a user of the Google Search Services.

**4.5.3 Distribution of Google Digital Copy.** To the extent portions of the Google Digital Copy are either in the public domain or where Google has otherwise obtained authorization, Google shall have the right, in its sole discretion, to make copies of such portions of the Google Digital Copy and to provide, license, or sell such copies to any party, subject to such copies being used consistent with the copyright-related restrictions set forth in section 4.5.1.

**4.6 Ownership and Control of Services.** As between the parties, the Services and all content therein is, and at all times will remain, the exclusive property of Google or its partners; nothing in this Agreement implies any transfer to U of M of any ownership interest in the Services. U of M acknowledges and agrees that Google retains control of the Services, and that the design, layout, content, functions and features of the Services are at Google's discretion. Notwithstanding anything to the contrary in this Agreement, Google is not required to make any or all of the Google Digital Copy available through the Services.

**4.7 No other rights.** Except as set forth above, nothing in this subsection shall be interpreted as a grant of right from either party to the other party.

## **5. ACCESS, AUTHORIZATION, AND SUPPORT**

**5.1 Access.** On a project-specific basis, Google shall have the right to access Selected Content during U of M business/staff hours (8:00am to 5:00pm, Monday through Friday) without first being required to notify U of M. On a project-specific basis, U of M may make reasonable efforts to provide Google with access to Selected Content outside of U of M business hours provided that Google notify U of M at least three days in advance of its desire to access such materials.

**5.2 Authorization.** The U of M program manager responsible for the Selected Content involved in any Project Plan shall have authority to agree with Google on the time frames and procedures (e.g., collection, conservation, handling) associated with that Selected Content. If Google in good faith believes that the time frames and procedures requested by the U of M program manager are unreasonable, Google shall escalate the matter to the U of M administrative contact; in which case Google, the U of M program manager, and the administrative contact shall meet to resolve the issue.

**5.3 Support.** U of M shall appoint one person to serve as the administrative contact for Google, should administrative questions or issues arise during the course of this Agreement. This administrative contact shall be available during business hours at a telephone number and e-mail address to be provided by U of M. U of M shall also appoint one person to serve as the technical contact for Google, for obtaining or regulating the use of the U of M Digital Copy. This technical contact shall be available during



regular U of M business hours (8:30 to 4:30, Monday through Friday) at a telephone number and e-mail address to be provided by U of M. Upon execution of this contract, both Google and U of M shall identify these individuals in writing, and the resulting document shall serve as an addendum to this contract.

## **6. CONFIDENTIALITY**

**6.1 Confidential Information.** By virtue of this Agreement, each Party may have access to information of the other Party which is considered confidential and proprietary, including the terms of this Agreement, Project Plan or Project Form, product plans, customer lists, and proprietary technology or methods ("Confidential Information"), whether disclosed in tangible or intangible form. Information disclosed in tangible form will be considered Confidential Information if it is marked as "Confidential" or a similar designation. Information disclosed in intangible form will be considered Confidential Information if the disclosing party clearly indicates that it is confidential at the time of disclosure.

**6.2 Obligations.** Each Party shall exercise at least the same degree of care to avoid the publication or dissemination of the Confidential Information of the other Party as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated. The receiving Party shall not use Confidential Information of the disclosing Party except in the furtherance of this Agreement or the performance of its obligations hereunder. The obligation of the Parties not to disclose Confidential Information survives expiration, termination or cancellation of this Agreement.

**6.3 Exceptions.** Neither Party is obligated to protect Confidential Information of the other Party that: (i) is rightfully received by the receiving Party from another party without restriction, or (ii) is known to or developed by the receiving Party independently without use of, or reference to, the Confidential Information, or (iii) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party, (iv) has been or is hereafter furnished to others by the disclosing Party without restriction on disclosure, or (v) required to be disclosed by any governmental authority. Google understands that U of M, as a public institution, is subject to the Michigan Freedom of Information Act, and any disclosure of Confidential Information required by that statute will not constitute a breach of this agreement.

## **7. MARKETING**

**7.1 Press Releases or Announcements.** Other than as has been mutually agreed upon by the Parties, neither Party may make any press announcements about the relationship or this Agreement without the prior written approval of the other Party, which will not be unreasonably withheld or delayed. U of M and Google, as practicable, will coordinate regarding the timing of any press release(s) and will mutually agree upon appropriate talking points.

**7.2 License to Marks.** Each party will submit all materials of any kind containing the other party's Brand Features (other than its name in customer lists) to the other party for approval prior to release to the public. Except as set forth in this section, nothing in this Agreement shall be deemed to grant to one party any right, title or interest in or to the other party's Brand Features. All use by Google of U of M's Brand Features (including any goodwill associated therewith) shall inure to the benefit of U of M and all use by U of M of Google's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. At no time during the Term shall one party challenge or assist others to challenge the Brand Features of the other party (except to the extent required to protect its own Brand Features) or the registration thereof by the other party, nor shall either party attempt to register any Brand Features or domain names that are confusingly similar to those of the other party.

## **8. TERM AND TERMINATION**

**8.1 Term** This Agreement is effective as of the Effective Date and continues in full force and effect until April 30, 2009, unless earlier terminated as provided herein at the end of the Pilot Project. Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional one year terms (each a "Renewal Term") unless either Party notifies the other Party to the contrary at least thirty (30) days before the end of either the Pilot Project, the Initial Term or a Renewal Term. The "Term" of this Agreement shall comprise the Initial Term and any Renewal Terms.

**8.2 Effect of Expiration or Termination.** Within thirty (30) days after expiration or termination of this Agreement for any reason, each Party shall return to the other Party (or, at that Party's request,