



1 ground, denies those allegations. Scribd denies the remaining allegations of Paragraph 1 of the  
2 FAC.

3 **Jurisdiction and Venue**

4 2. The first claim for direct copyright infringement has been dismissed with  
5 prejudice by the Court on June 24, 2010. Scribd admits that this Court has subject matter  
6 jurisdiction over the contributory copyright infringement claim.

7 3. Scribd denies the allegations in Paragraph 3 of the FAC.

8 4. Scribd denies the allegations in Paragraph 4 of the FAC.

9 5. Scribd admits that this Court has personal jurisdiction over Scribd for the  
10 purposes of this action. Scribd lacks sufficient information or belief to answer the allegations  
11 relating to the personal jurisdiction of the other defendants, and on that ground denies those  
12 allegations. Scribd denies the remaining allegations of Paragraph 5 of the FAC.

13 6. Scribd admits that it conducts business in California. Scribd lacks sufficient  
14 information or belief to answer the allegations relating to the other defendants and to Plaintiff's  
15 residence, and on that ground, denies those allegations. Scribd denies the remaining allegations  
16 of Paragraph 6 of the FAC.

17 **The Parties and Facts Common to All Claims**

18 7. Scribd lacks sufficient information or belief to answer the allegations relating to  
19 Plaintiff's residence, and on that ground denies the allegations in Paragraph 7 of the FAC.

20 8. Scribd lacks sufficient information or belief to answer the allegations of  
21 Paragraph 8 of the FAC and on that ground denies those allegations.

22 9. Scribd lacks sufficient information or belief to answer the allegations of  
23 Paragraph 9 of the FAC and on that ground denies those allegations. Scribd denies the  
24 remaining allegations of Paragraph 9 of the FAC.

25 10. Scribd admits that it is a corporation with a principal place of business in San  
26 Francisco, California. Scribd admits that it is online provider of self-publishing services. Scribd  
27 admits that it was incorporated in 2007, after the Digital Millennium Copyright Act was signed  
28 into law on October 28, 1998. Scribd admits that it accurately asserts that it complies with the

1 DMCA. Scribd admits that it takes down documents from its website as required by the DMCA.  
2 Scribd admits that Exhibit B appears to be a printed copy of the web content available at  
3 <http://support.scribd.com/forums/33939/entries/38439> as of May 28, 2009. The phrase “pre-  
4 upload and pre-translation to iPaper format protection” is unintelligible, and on that ground  
5 Scribd denies the allegations containing that text because it lacks sufficient information or belief  
6 to answer that allegation. Scribd denies the remaining allegations of Paragraph 10 of the FAC.

7 11. Paragraph 11 is largely unintelligible, and on that ground Scribd denies the  
8 allegations in that paragraph because it lacks sufficient information or belief to answer the  
9 allegations contained therein. Scribd admits that documents on its website are displayed in the  
10 iPaper format and that it offers free access to certain documents through its service, as well as  
11 paid access to certain documents available through the Scribd Store. Scribd admits that its entire  
12 website can be accessed through a web browser. Scribd admits that documents on its website  
13 that are not located in the Scribd Store can be linked to from other websites, as long as the  
14 documents are available, as every Uniform Resource Locator (“URL”) can be made into a link.  
15 Scribd admits that documents on its website that are not located in the Scribd Store can be  
16 embedded on other websites, as long as the documents are available. Scribd admits that there is  
17 no fee required to access Scribd’s website, and that Scribd’s entire website is available for access  
18 through the World Wide Web. Scribd denies the remaining allegations of Paragraph 11 of the  
19 FAC.

20 12. Paragraph 12 is partially unintelligible, and on that ground Scribd denies the  
21 allegations in that paragraph because it lacks sufficient information or belief to answer the  
22 allegations contained therein. Scribd admits that it is one of the largest “social publishing”  
23 companies in the world. Scribd admits that it developed the “iPaper document reader” and that  
24 all documents on its website are displayed in the iPaper format. Scribd denies the remaining  
25 allegations of Paragraph 12 of the FAC.

26 13. Scribd admits that Exhibit C appears to be a printed copy of the web content  
27 available at <http://www.scribd.com/about> on or around February 5, 2010, that it contains  
28 sentences that read: (1) “Scribd’s vision is to liberate the written word—to turn everyone into a

1 publisher and create the best possible reading experience on the web and mobile platforms,” and  
2 (2) “At Scribd, we built a technology that’s broken barriers to traditional publishing and in the  
3 process also built one of the largest readerships in the world.” Scribd admits that John Wiley &  
4 Sons, Inc. is a registered user of its service and that John Wiley & Sons, Inc. has uploaded  
5 authorized content to Scribd’s website (<http://www.scribd.com/Wiley>). Scribd lacks sufficient  
6 information or belief to answer the allegations relating to Plaintiff’s alleged “August 2009  
7 search,” and on that ground, denies those allegations. Scribd denies the remaining allegations of  
8 Paragraph 13 of the FAC.

9 14. Paragraph 14 is partially unintelligible, and on that ground Scribd denies the  
10 allegations in that paragraph because it lacks sufficient information or belief to answer the  
11 allegations contained therein. Scribd admits that it allows users to search the text of documents  
12 uploaded to its website. Scribd admits that its website contains advertising and that it receives  
13 revenue from advertising. Scribd admits that it complies with the DMCA and removes content  
14 as required by the DMCA. Scribd lacks sufficient information or belief to answer the allegations  
15 relating to Mr. Adler’s quotes absent information about the source of those quotes, and on that  
16 ground denies those allegations. Scribd denies the remaining allegations of Paragraph 14 of the  
17 FAC.

18 15. Scribd admits that its service is available through the World Wide Web and its  
19 website contains a library of works. Scribd denies the remaining allegations of Paragraph 15 of  
20 the FAC.

21 16. Some of the allegations in Paragraph 16 appear to be statements of law to which  
22 no response is required, including its claim of protection “guaranteed pursuant to Article 8 of the  
23 United States Constitution.” Scribd denies the allegations of Paragraph 16 of the FAC.

24 17. Scribd admits that it is a for-profit company. Scribd lacks sufficient information  
25 or belief to answer the allegations relating to Mr. Adler’s quotes absent information about the  
26 source of those quotes, and on that ground denies those allegations. Scribd denies the remaining  
27 allegations of Paragraph 17 of the FAC.

28 ///

1           18.     Scribd admits that it does not provide internet access to paying customers and that  
2 it could not and would not replace an individual’s internet service provider to provide any  
3 consumer access to the Internet. Scribd lacks sufficient information or belief to answer the  
4 allegations relating to the other defendants, and on that ground denies those allegations. Scribd  
5 denies the remaining allegations of Paragraph 18 of the FAC.

6           19.     Scribd no longer uses the “friend” system. Scribd admits that on or around July  
7 2009, Trip Adler was “friends” with nearly all of the users of Scribd’s service, as all users were  
8 automatically “friends” with Mr. Adler. Users had the option to remove Mr. Adler as a “friend.”  
9 Scribd admits that Mr. Adler’s picture appeared in conjunction with his account and profile.  
10 Scribd admits that Mr. Adler is one of Scribd’s founders. Scribd lacks sufficient information or  
11 belief to answer the remaining allegations of Paragraph 19 of the FAC, and on that ground denies  
12 those allegations.

13           20.     Scribd admits that all documents on its service are displayed in the iPaper format  
14 and that the works that are uploaded are displayed as they appeared when uploaded. Scribd lacks  
15 sufficient information or belief to answer the allegations relating to the contents of the  
16 unspecified “works” Plaintiff references in Paragraph 20 and on that ground denies those  
17 allegations. Scribd denies the remaining allegations of Paragraph 20 of the FAC.

18           21.     Scribd lacks sufficient information or belief to answer the allegations relating to  
19 the contents of the unspecified “works” Plaintiff references in Paragraph 21 and on that ground  
20 denies those allegations. Scribd denies the remaining allegations of Paragraph 21 of the FAC.

21           22.     Scribd denies the allegations of Paragraph 22 of the FAC.

22           23.     Scribd lacks sufficient information or belief to answer the allegations of  
23 Paragraph 23 of the FAC, and on that ground denies those allegations.

24           24.     Scribd admits that it expeditiously removed each document identified by Plaintiff  
25 and/or his publisher upon receiving a take-down notice for that document. Scribd denies the  
26 remaining allegations of Paragraph 24 of the FAC.

27           25.     Scribd admits that it has implemented a Copyright Management System (“CMS”)  
28 that helps identify and prevent the upload of documents that are not authorized to be uploaded to

1 Scribd's service. Scribd admits that the CMS does not guarantee prevention of future infringing  
2 activity. Scribd admits that Exhibit D appears to be a printed copy of the web content available  
3 at <http://support.scribd.com/forums/33563/entries/25445>, and that it contains a sentence that  
4 reads, "distributing copyrighted content without the copyright owner's permission is copyright  
5 infringement even if you give the document away for free." Scribd admits that its website  
6 contains the sentence, "Each time Scribd receives a DMCA-compliant takedown request from a  
7 copyright holder, we quickly remove the unauthorized document and add a unique reference file  
8 corresponding to that document to our copyright database, deleting previously-uploaded copies  
9 of the same work identified by the system." Scribd admits that the Terms of Use for its CMS  
10 contains the following language: "You hereby expressly release Scribd and its licensees from  
11 any and all claims, demands, liabilities, or causes of action whether now known or unknown, for  
12 copyright or other proprietary right infringement, violation of moral right, and invasion of the  
13 rights to privacy, publicity, or personality or any similar matter, based upon or relating to the use  
14 and exploitation of Uploaded Content in conjunction with the Copyright Management System."  
15 Scribd denies the remaining allegations of Paragraph 25 of the FAC.

16 26. Scribd admits that all documents on its website are displayed in the iPaper format.  
17 Scribd admits that Exhibit D appears to be a printed copy of the web content available at  
18 <http://support.scribd.com/forums/33563/entries/25445>, and that it contains a sentence that reads,  
19 "even if you used your creativity to make a new document that contained another person's  
20 copyrighted work, you may be liable for copyright infringement." Scribd denies the remaining  
21 allegations of Paragraph 26 of the FAC.

22 27. Scribd admits that it expeditiously removed a document from its service upon  
23 receiving a take-down notice for that document. Scribd presently lacks sufficient information or  
24 belief to answer the allegations in Paragraph 27 regarding the purported number of times various  
25 documents were downloaded and/or viewed, and on that ground, denies those allegations. Scribd  
26 denies the remaining allegations of Paragraph 27 of the FAC.

27 28. Scribd admits that all documents on its website are displayed in the iPaper format.  
28 Scribd admits that the contents of its website are available on the World Wide Web. Scribd

1 admits that it removed documents uploaded by Defendant Galaxiamia after receiving  
2 corresponding take-down notices from Plaintiff for those documents. Scribd presently lacks  
3 sufficient information or belief to answer the allegations in Paragraph 28 regarding the purported  
4 number of times various documents were downloaded and/or read, and on that ground, denies  
5 those allegations. Scribd denies the remaining allegations of Paragraph 28 of the FAC.

6 29. Scribd admits that it received a subpoena for the identity of Defendant  
7 Galaxiamia. Scribd admits that it provided Defendant Galaxiamia's Internet Protocol address  
8 and e-mail address to Plaintiff, and that the Internet Protocol address provided was associated  
9 with a location in Germany. Scribd admits that it does not charge users for uploading and  
10 downloading documents for the free portion of its service (*i.e.*, for the portion of its service that  
11 is not part of the Scribd Store) and that it is a for-profit company. Scribd admits that it requires a  
12 user's e-mail address before that user can upload any document. Scribd denies the remaining  
13 allegations of Paragraph 29 of the FAC.

14 30. Scribd admits that all documents on its website are displayed in the iPaper format.  
15 Scribd lacks sufficient information or belief to answer the allegations relating to the date of first  
16 publication, how Plaintiff derives his income, and how much he charged for his works, and on  
17 that ground denies those allegations. Scribd presently lacks sufficient information or belief to  
18 answer the allegations in Paragraph 30 regarding the purported number of times various  
19 documents were downloaded and/or viewed, and on that ground, denies those allegations. Scribd  
20 admits that it removed certain documents from Scribd's service at the request of Plaintiff and/or  
21 his representative. Scribd denies the remaining allegations of Paragraph 30 of the FAC.

22 31. Scribd admits that the United States Copyright Office charges \$65 for  
23 "Registration of a basic claim in an original work of authorship on Forms PA, SR, TX, VA, SE  
24 (paper filing)" and that the "[f]ee to expedite processing of qualified claims" is over \$700.  
25 Scribd lacks sufficient information or belief to answer the remaining allegations of Paragraph 31  
26 of the FAC, and on that ground denies those allegations.

27 32. Scribd admits that the first take-down notice it received on March 13, 2009 from  
28 Plaintiff was incomplete, and that Scribd requested more information from Plaintiff. Scribd

1 admits that after Plaintiff provided supplemental information, Scribd removed the document later  
2 on March 13, 2009. Scribd admits that its designated agent for take-down notices as noted in  
3 Paragraph 32 of the FAC is correct. Scribd denies the remaining allegations of Paragraph 32 of  
4 the FAC.

5 33. Some of the allegations in Paragraph 33 appear to be statements of law to which  
6 no response is required. Scribd denies the remaining allegations of Paragraph 33 of the FAC.

7 34. Scribd admits that it received take-down notices for “The Secret of Selecting  
8 Stocks for Immediate and Substantial Gains” on March 30, 2009; March 31, 2009; April 1, 2009;  
9 May 12, 2009; and May 15, 2009; those documents were removed expeditiously upon receipt of  
10 those take-down notices. Scribd denies the remaining allegations of Paragraph 34 of the FAC.

11 35. Scribd admits that it received take-down notices for “The Right Stock at the Right  
12 Time” on March 24, 2009; August 17, 2009; and August 26, 2009; those documents were  
13 removed expeditiously upon receipt of those take-down notices. Scribd denies the remaining  
14 allegations of Paragraph 35 of the FAC.

15 36. Scribd admits that it received take-down notices for *Long Term Secrets to Short*  
16 *Term Trading* on March 24, 2009 and May 12, 2009; those documents were removed  
17 expeditiously upon receipt of take-down notices. Scribd denies the remaining allegations of  
18 Paragraph 36 of the FAC.

19 **FIRST CLAIM FOR RELIEF**

20 **(Copyright Infringement – 17 U.S.C. § 502)**

21 37. Scribd does not need to answer allegations for Plaintiff’s first claim for relief, as  
22 this claim has been dismissed with prejudice as against Scribd on June 24, 2010.

23 38. N/A.

24 39. N/A.

25 40. N/A.

26 41. N/A.

27 42. N/A.

28 43. N/A.



1 44. N/A.

2 45. N/A.

3 **SECOND CLAIM FOR RELIEF**

4 (Contributory Copyright Infringement)

5 46. Scribd incorporates by reference all of the above paragraphs of this Answer as  
6 though fully stated herein.

7 47. The allegation in Paragraph 47 regarding Scribd's alleged creation of a  
8 "derivative work" is a statement of law to which no response is required. Scribd denies that it  
9 makes works available through a "re-publishing system." Scribd lacks sufficient information or  
10 belief to answer the allegations relating to other defendants' actions, and on that ground, denies  
11 those allegations. Scribd denies the remaining allegations of Paragraph 47 of the FAC.

12 48. Scribd presently lacks sufficient information or belief to answer the allegations  
13 relating to whether "[c]opyright claims were clearly displayed and obvious on the works" and  
14 that "[s]everal of the works were books in excess of 200 pages," and on that ground, denies those  
15 allegations. Scribd denies the remaining allegations of Paragraph 48 of the FAC.

16 49. Scribd admits that on its website, it uses the phrases "technology to break barriers  
17 to traditional publishing" and "one of the largest readerships in the world." Scribd lacks  
18 sufficient information or belief to answer the allegations relating to other defendants' actions,  
19 and on that ground, denies those allegations. Scribd denies the remaining allegations of  
20 Paragraph 49 of the FAC.

21 50. Scribd no longer uses the "friend" system. Scribd admits that on or around July  
22 2009, Trip Adler was "friends" with nearly all of the users of Scribd's service, as all users were  
23 automatically "friends" with Mr. Adler. Users had the option to remove Mr. Adler as a "friend."  
24 Scribd denies the remaining allegations of Paragraph 50 of the FAC.

25 51. Scribd no longer uses the "friend" system. Scribd admits that on or around July  
26 2009, Trip Adler was "friends" with nearly all of the users of Scribd's service, as all users were  
27 automatically "friends" with Mr. Adler. Users had the option to remove Mr. Adler as a "friend."  
28 Scribd denies the remaining allegations of Paragraph 51 of the FAC.

1           52.     Scribd denies the allegations of Paragraph 52 of the FAC.

2           53.     Scribd denies the allegations of Paragraph 53 of the FAC.

3           54.     Scribd lacks sufficient information or belief to answer the allegations relating to  
4 other defendants' actions and liability, and on that ground, denies those allegations. Scribd  
5 denies the remaining allegations of Paragraph 54 of the FAC.

6           55.     Scribd lacks sufficient information or belief to answer the allegations relating to  
7 other defendants' actions and liability, and on that ground, denies those allegations. Scribd  
8 denies the remaining allegations of Paragraph 55 of the FAC.

9           56.     Scribd lacks sufficient information or belief to answer the allegations relating to  
10 other defendants' actions and liability, and on that ground, denies those allegations. Scribd  
11 denies the remaining allegations of Paragraph 56 of the FAC.

12   **THIRD CLAIM FOR RELIEF**

13   (Vicarious Copyright Infringement)

14           57.     Scribd incorporates by reference all of the above paragraphs of this Answer as  
15 though fully stated herein.

16           58.     Scribd denies the allegations of Paragraph 58 of the FAC.

17           59.     Scribd denies the allegations of Paragraph 59 of the FAC.

18           60.     Scribd lacks sufficient information or belief to answer the allegations relating to  
19 other defendants' actions and liability, and on that ground, denies those allegations. Scribd  
20 denies the remaining allegations of Paragraph 60 of the FAC.

21           61.     Scribd lacks sufficient information or belief to answer the allegations relating to  
22 other defendants' actions and liability, and on that ground, denies those allegations. Scribd  
23 denies the remaining allegations of Paragraph 61 of the FAC.

24           62.     Scribd lacks sufficient information or belief to answer the allegations relating to  
25 other defendants' actions and liability, and on that ground, denies those allegations. Scribd  
26 denies the remaining allegations of Paragraph 62 of the FAC.

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1 **AFFIRMATIVE DEFENSES**

2 Pursuant to Rule 8(c) of the Federal Rules of Civil Procedure, Scribd sets forth the  
3 following matters constituting an avoidance or affirmative defense:

4 **First Affirmative Defense**

5 (Failure to State a Claim)

- 6 1. Plaintiff's FAC fails to state a claim upon which relief may be granted.

7 **Second Affirmative Defense**

8 (DMCA Safe Harbor)

- 9 2. Plaintiff's claims are barred in whole or in part because Scribd is protected by one  
10 or more of the DMCA Safe Harbors in 17 U.S.C. § 512.

11 **Third Affirmative Defense**

12 (No Primary Liability)

- 13 3. Plaintiff's claims based on secondary liability are barred in whole or in part  
14 because Plaintiff cannot establish the primary liability of Scribd's users, including but not limited  
15 because such users' alleged conduct constitutes fair use, de minimus use, and/or is otherwise not  
16 actionable.

17 **Fourth Affirmative Defense**

18 (Staple Articles of Commerce)

- 19 4. Plaintiff's claims based on secondary liability are barred in whole or in part  
20 because Scribd's products and/or services are staple articles of commerce.

21 **Fifth Affirmative Defense**

22 (No Volitional Act)

- 23 5. Plaintiff's claims are barred in whole or in part because the alleged infringement  
24 was not caused by a volitional act attributable to Scribd.

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**Sixth Affirmative Defense**

(Lack of Knowledge)

6. Plaintiff's claims based on contributory liability are barred in whole or in part because Scribd did not have the requisite knowledge of the alleged primary infringement and did not encourage or induce the alleged primary infringement.

**Seventh Affirmative Defense**

(No Direct Financial Benefit)

7. Plaintiff's claims based on vicarious liability are barred in whole or in part because Scribd did not obtain a direct financial benefit from the alleged primary infringement.

**Eighth Affirmative Defense**

(No Right or Ability to Control)

8. Plaintiff's claims based on vicarious liability are barred in whole or in part because Scribd does not have the right or ability to control the alleged primary infringement.

**Ninth Affirmative Defense**

(License)

9. Plaintiff's claims are barred in whole or in part by licenses, express and implied, granted or authorized to be granted by Plaintiff.

**Tenth Affirmative Defense**

(Consent or Acquiescence)

10. Plaintiff's claims are barred in whole or in part by Plaintiff's consent and acquiescence to Scribd's use.

**Eleventh Affirmative Defense**

(Fair Use)

11. Plaintiff's claims are barred in whole or in part by the doctrine of fair use.

**Twelfth Affirmative Defense**

(Failure to Mitigate)

12. Plaintiff's claims are barred in whole or in part because Plaintiff has failed to mitigate his damages, if any.

1 **Thirteenth Affirmative Defense**

2 (Laches)

3 13. Plaintiff's claims are barred in whole or in part by the doctrine of laches.

4 **Fourteenth Affirmative Defense**

5 (Waiver)

6 14. Plaintiff's claims are barred in whole or in part by the doctrine of waiver.

7 **Fifteenth Affirmative Defense**

8 (Estoppel)

9 15. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel.

10 **Sixteenth Affirmative Defense**

11 (Unclean Hands)

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

13 **Seventeenth Affirmative Defense**

14 (Substantial Non-infringing Use)

15 17. Plaintiff's claims are barred in whole or in part by the doctrine of substantial non-  
16 infringing use, although Scribd submits that Plaintiff bears the burden of proving the doctrine's  
17 inapplicability.

18 **Eighteenth Affirmative Defense**

19 (Invalidity and Unenforceability of Copyright)

20 18. Plaintiff's claims are barred in whole or in part because one or more of Plaintiff's  
21 copyrights are invalid and/or unenforceable.

22 **Nineteenth Affirmative Defense**

23 (Lack of Subject Matter Jurisdiction)

24 19. Plaintiff's claims are barred in whole or in part for lack of subject matter  
25 jurisdiction to the extent that Plaintiff lacks valid registrations for the intellectual property rights  
26 asserted.

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1 **Twentieth Affirmative Defense**

2 (Abandonment and Forfeiture)

3 20. Plaintiff's claims are barred in whole or in part to the extent that Plaintiff has  
4 forfeited or abandoned his intellectual property.

5 **Twenty-first Affirmative Defense**

6 (Failure to Register)

7 21. Plaintiff's claims are barred in whole or in part to the extent that Plaintiff has not  
8 properly or timely registered his works with the U.S. Copyright Office.

9 **Twenty-second Affirmative Defense**

10 (Standing)

11 22. Plaintiff's claims are barred in whole or in part to the extent that Plaintiff lacks  
12 standing.

13 **Twenty-third Affirmative Defense**

14 (Misuse of Copyright)

15 23. Plaintiff's claims are barred by the doctrine of misuse of copyright.

16 **Twenty-fourth Affirmative Defense**

17 (Innocent Intent)

18 24. Plaintiff's claims are barred in whole or in part because Scribd's conduct was in  
19 good faith and with non-willful intent, at all times.

20 **Twenty-fifth Affirmative Defense**

21 (Unconstitutionality)

22 25. The statutory damages sought by Plaintiff is unconstitutionally excessive and  
23 disproportionate to any actual damages that may have been sustained, in violation of the Due  
24 Process Clause.

25 **Twenty-sixth Affirmative Defense**

26 (Statute of Limitations)

27 26. Plaintiff's claims are barred in whole or in part to the extent that they are barred  
28 by the statute of limitations.

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**Twenty-seventh Affirmative Defense**

(First Amendment)

27. Plaintiff's claims are barred in whole or in part to the extent that Scribd's actions and speech are protected by the First Amendment of the Constitution of the United States.

**Twenty-eighth Affirmative Defense**

(Preemption by Communications Decency Act)

28. Plaintiff's misappropriation claim is preempted by Section 230 of the Communications Decency Act, 47 U.S.C. § 230(c).

**Twenty-ninth Affirmative Defense**

(Preemption by Copyright Act)

29. Plaintiff's misappropriation claim is preempted by the Copyright Act, Title 17 of the United States Code.

**Thirtieth Affirmative Defense**

(Reservation of Rights and Additional Defenses)

30. Scribd has insufficient knowledge or information on which to form a belief as to whether it may have addition, as yet unstated, affirmative defenses available in this action. Scribd therefore reserves the right to assert additional affirmative defenses in the event discovery indicates that they may be appropriate

**DEMAND FOR JURY TRIAL**

In accordance with Federal Rules of Civil Procedure Rule 38(b), Scribd demands a trial by jury on all issues so triable.

Dated: July 8, 2010

Respectfully submitted,  
GORDON & REES LLP

by /s/ Richard P. Sybert/  
Richard P. Sybert  
Yuo-Fong C. Amato  
Attorneys for Defendant  
SCRIBD, INC.



1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on July 8, 2010, the foregoing document, DEFENDANT SCRIBD,  
3 INC.'S ANSWER TO THE FIRST AMENDED COMPLAINT was filed electronically via the  
4 Court's Electronic Case Filing System (ECF). The file transmission was reported as successful  
5 and a copy of the Electronic Case Filing Receipt will be maintained with the original  
6 document(s) in our office. Notice of the filing is being served upon all counsel of record  
7 automatically through Notice of Electronic Filing:

8 Kurt W. Hallock  
9 Law Office of Kurt W. Hallock  
10 110 West C Street, Suite 1905  
11 San Diego, CA 92101  
12 Tel (619) 615-0726  
13 Fax (619) 615-0728  
14 Email: [kwhallock@hallocktriallaw.com](mailto:kwhallock@hallocktriallaw.com)  
15 **Attorney for Plaintiff Larry Williams**

16 I declare under penalty of perjury under the laws of the State of California and the United  
17 States that the above is true and correct.

18 Executed on July 8, 2010 at San Diego, California.

19   
20 \_\_\_\_\_  
21 Yuo-Fong C. Amato