

# EXHIBIT D

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-20427-JORDAN

DISNEY ENTERPRISES, INC.,  
TWENTIETH CENTURY FOX FILM CORPORATION,  
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP,  
COLUMBIA PICTURES INDUSTRIES, INC., and  
WARNER BROS. ENTERTAINMENT INC.,

*Plaintiffs,*

v.

HOTFILE CORP., ANTON TITOV, and  
DOES 1-10.

*Defendants.*

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**DEFENDANTS' AMENDED SUPPLEMENTAL RESPONSE TO PLAINTIFFS'**  
**INTERROGATORY NO. 2**

PROPOUNDING PARTY: Plaintiffs Disney Enterprises, Inc., Twentieth Century Fox  
Film Corporation, Universal City Studios Productions  
LLLP, Columbia Pictures Industries, Inc., and Warner  
Bros. Entertainment

RESPONDING PARTIES: Defendants Hotfile Corporation and Anton Titov  
(collectively "Hotfile")<sup>1</sup>

SET NO.: One (1)

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<sup>1</sup> The Defendants reserve their respective rights to assert all appropriate separate defenses. In particular, Mr. Titov has moved to dismiss all claims against him individually and specifically denies that he has the ability to supervise any alleged infringing activity or has a financial interest in such activity. See Motion and Memorandum Etc., filed 3/31/11, Dkt. 50 at 17. Mr. Titov is included in the shorthand term "Hotfile" along with Hotfile Corp. solely as a convenience and in light of the Parties agreement "that discovery requests served by one side on the opposing side will be equally applicable to all parties on the other side." Joint Scheduling Conference Report, filed 4/15/11, Dkt. 54 at 16. Nothing in these responses is an admission by Anton Titov or Hotfile Corp. of any particular relationship between them or any other fact.

**GENERAL OBJECTIONS**

1. Hotfile has not completed its investigation of facts, witnesses or documents relating to this case, has not completed discovery, has not completed analysis of available information, and has not completed preparation for trial. Hotfile reserves the right to supplement its response to each and every interrogatory (or part thereof) without obligating itself to do so, and reserves the right to introduce and rely upon such information in the course of this litigation.

2. All of the responses set forth below are based solely on such information and documents that are available to and specifically known to Hotfile at this time. It is anticipated that further discovery, independent investigation, and analysis may lead to substantial additions or changes in, and variations from the responses set forth herein.

3. Hotfile objects to each interrogatory to the extent that it is vague, ambiguous, overbroad, and requires an unduly burdensome search for and production of, documents or information neither relevant to the subject matter involved in the pending action nor reasonably calculated to lead to the discovery of admissible evidence, and which will result in unnecessary burden and undue expense to Hotfile.

4. Hotfile objects each interrogatory to the extent that it seeks disclosure of information or documents protected from disclosure or production by the attorney-client privilege, the attorney work-product doctrine, or any other privilege available under statutory, constitutional or common law. Inadvertent production of any such information or documents shall not constitute waiver of any privilege or any other ground for objecting to discovery with respect to such information or documents, nor shall inadvertent production waive Hotfile's right to object to the use of any such information or documents in any proceedings.

5. Hotfile objects to each interrogatory to the extent that it seeks electronically stored information that is not reasonably accessible to Hotfile because of undue burden or cost.

6. Hotfile objects to each interrogatory to the extent that it calls for disclosure of private, proprietary, and confidential information. Hotfile will not produce private, proprietary, and/or confidential information or documents unless and until a Protective Order is issued in this

litigation. Hotfile reserves its right to object to disclosure of any private, proprietary, and confidential information in light of the terms of the Protective Order in this litigation or based on any state, federal, or international standards or laws governing privacy.

7. Hotfile objects to each interrogatory to the extent it seeks proprietary information of third parties which Hotfile is not authorized to disclose. Hotfile will not produce private, proprietary, and/or confidential information or documents unless and until a Protective Order is issued in this litigation. Hotfile further reserves the right to object to the disclosure of any information protected by any state, federal, or international standards or laws governing privacy.

8. Hotfile objects to the Definition of “Hotfile users” as vague, ambiguous, and overbroad. As currently defined, that term purportedly refers to every internet user who has ever accessed the Hotfile.com website for any purpose, irrespective of whether a given individual has actually downloaded files from or uploaded files to Hotfile.com. To the extent that Plaintiffs’ interrogatories seek information regarding or related to all such internet users, such interrogatories are unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

9. Hotfile objects to the Definition of “You” as overbroad. As currently defined, that term would include any entity, business venture, or organization subject to any Defendant’s control (assuming any such entity, business venture or organization exists), irrespective of whether such entity has any relation or relevance to the present dispute. To the extent that Plaintiffs’ interrogatories seek information regarding or related to irrelevant entities, such interrogatories are unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

10. Hotfile objects to the Definition of “Hotfile entity” as overbroad. As currently defined, that term would include any entity, business venture, or organization subject to any Defendant’s control (assuming any such entity, business venture or organization exists), irrespective of whether such entity has any relation or relevance to the present dispute. To the extent that Plaintiffs’ interrogatories seek information regarding or related to all such entities,

such requests are unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

11. Hotfile objects to the providing of information about activities outside the United States as overbroad and unduly burdensome. “Federal copyright law has no extraterritorial effect, and cannot be invoked to secure relief for acts of infringement occurring outside the United States.” *Palmer v. Braun*, 376 F.3d 1254, 1258 (11th Cir. 2004). Hotfile objects to all interrogatories that seek information related to conduct occurring outside the United States.

12. Hotfile objects to each interrogatory to the extent it imposes on Hotfile obligations that exceed or are inconsistent with the obligations imposed by the Federal Rules of Civil Procedure.

13. Hotfile objects to each interrogatory to the extent it imposes on Hotfile obligations that are inconsistent with United States or foreign privacy laws.

14. All responses to these interrogatories are made without in any way waiving or intending to waive, but on the contrary preserving and intending to preserve:

a. all objections as to the competence, relevance, and admissibility of any documents or information produced in response to these interrogatories as evidence for any purpose in subsequent proceedings or at the trial of this or any other action, arbitration, proceeding or investigation;

b. the right to object on any ground at any time to the use of any of the documents or information provided in response to these interrogatories, or the subject matter thereof, in any subsequent proceedings or at any trial(s) of this action, or any other action, arbitration, proceeding or investigation; and

c. the right to object on any ground at any time to a demand for further responses to these interrogatories or any other requests, or to other discovery proceedings involving or relating to the subject matter of these interrogatories.

15. The general objections stated herein are incorporated by reference into each response herein, as if fully set forth below. While Hotfile has responded to this interrogatory for

production, it does so without waiving any right to object to any further inquiry or any effort to compel responses beyond those provided herein. Any response provided herein is subject to, and limited by, all general and specific objections stated herein.

**RESPONSES TO INTERROGATORIES**

**INTERROGATORY NO. 2:**

Identify each individual or entity that you contend has ever acted as a DMCA agent for the Hotfile Website or any Hotfile Entity; including:

- a) The date you contend the person commenced (and, if applicable, concluded) acting as a DMCA agent for the Hotfile Website or any Hotfile Entity;
- b) The date on which a designation of the person's status as DMCA agent was filed with the copyright office; and
- c) The date on which the person's status as DMCA agent was first listed on the Hotfile Website.

**AMENDED SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:**

Hotfile has conducted further investigation in response to this interrogatory and discovered additional responsive information. Hotfile has reviewed the available Archive.org screen captures of hotfile.com to reconstruct to the best of its present ability the requested historical information about the listing of DMCA agents on the website.

Hotfile hereby supplements and amends its previous original and supplemental responses. This response supersedes and replaces Hotfile's previous responses to this Interrogatory No. 2.

Hotfile incorporates by reference its general objections to this interrogatory. Hotfile further objects to this interrogatory as overbroad and unduly burdensome to the extent that it seeks information pertaining to any "Hotfile Entity" as that term is defined in the Definitions and Instructions. As currently defined, that term would include any entity, business venture, or organization subject to any Defendant's control (assuming any such entity, business venture or organization exists), irrespective of whether such entity has any relation or relevance to the present dispute.

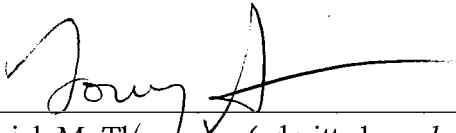
Subject to those general and specific objections, Hotfile responds as follows:

The hotfile.com website has had in a location available to the public an effective method to receive and process notices of claimed infringement and/or requests to takedown files since its launch in February 2009. For example, a screen shot of the terms of service as it appeared on February 23, 2009 as shown on the Archive.org website screen capture attached as Exhibit A shows a link at the bottom of the page to “Report Abuse” to initiate Hotfile.com’s notice and takedown procedure. Any message received from the “Report Abuse” link was forwarded for handling to an individual acting on behalf of Hotfile. Such individuals included Andrei Ianokov. The identity of other such individuals, if any, may be derived from the contents of the “abuse@hotfile.com” mailbox; Plaintiffs are directed to those documents to be produced pursuant to Federal Rule of Civil Procedure 33(d).

By sometime in March or April 2009, Hotfile.com had posted on its website a written description of this already-implemented notice and takedown procedure, specifically citing DMCA requirements. For example, an Archive.org screen capture on April 24, 2009 (attached as Exhibit B) stated in part that “Hotfile.com will follow the procedures provided in the DCMA [sic] to properly enforce rights of copyright holders,” and with respect to a designated agent, “To exercise your DMCA rights, your Proper DMCA Notice must be sent to Designated Agent of hotfile.com to email: abuse@hotfile.com.” See Exhibit B. Emails sent to the [abuse@hotfile.com](mailto:abuse@hotfile.com) address continued to be forwarded for handling to an individual acting on behalf of Hotfile. Such individuals included Andrei Ianokov. As noted above, Hotfile will produce documents from its “abuse” mailbox and directs Plaintiffs to those documents pursuant to Federal Rule of Civil Procedure 33(d). Defendants are informed and believe that both the terms of service and DMCA notice page were accessible to the public and appeared substantially in the forms attached as Exhibits A and B on the website beginning in the early months of operation of hotfile.com, and that at all times since hotfile.com has made available through its service, including on its website in a location accessible to the public for use by copyright owners, a designated agent that could be contacted at the abuse@hotfile.com email box.

Constantin Luchian has acted as a designated DMCA agent for Hotfile since December 8, 2009. His formal designation as DMCA agent was filed with the Copyright Office on December 17, 2009 and was registered as of December 24, 2009. Hotfile is informed and believes that Mr. Luchian's name and status as DMCA agent was first listed on the Hotfile.com website in early May 2010 and has been listed on the website ever since.

DATED: June 2, 2011

By:   
Roderick M. Thompson (admitted *pro hac vice*)  
Andrew Leibnitz (admitted *pro hac vice*)  
Anthony P. Schoenberg (admitted *pro hac vice*)  
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*Counsel for Defendants Hotfile Corp. and Anton Titov*



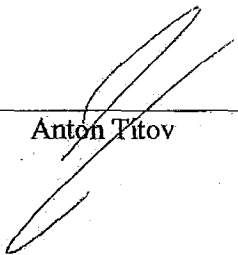
**VERIFICATION**

I, Anton Titov, am a Manager of Hotfile Corporation, a defendant in this lawsuit. I make this verification on behalf of said party and on behalf of myself as an individual. I have read the foregoing Defendants' Amended Supplemental Response to Plaintiffs' Interrogatory No. 2 and know the contents thereof. To the best of my knowledge, information and belief, the responses set forth therein are true and correct.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed this 2 day of June, 2011, in Sofia, Bulgaria.

By: \_\_\_\_\_

  
Anton Titov

**EXHIBIT A**

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INTERNET ARCHIVE  
waybackmachine  
http://hotfile.com/terms-of-service.html  
3 captures  
23 Feb 09 - 2 Jan 10  
JAN FEB MAY  
23  
2008 2009 2010  
Close X  
Help ?



[Upload](#) [Premium](#) [FAQ](#) [Contacts](#) [Sign up](#)

Username:   
Password:   
[Forgot Password](#)

## Terms of Service

### Services of Hotfile.

Hotfile offers the Client services provided the Client completely and unconditionally undertakes to comply with the present Agreement. In this Agreement, It is agreed that: - The client (if you, or the user, or the subscriber) means a private person or an organization, including its employees that uses or intends to use the Services of Hotfile; - Services of Hotfile mean the electronic or interactive services rendered by Hotfile.

Hotfile reserves the right to change or stop all of the rendered Services at any time.

### The rights to use the Services of Hotfile.

Our Services are rendered to private persons or organizations that have the corresponding legal status that enables the conclusion of legally binding arrangements in accordance with legislation. Accepting this agreement, the User confirms the fact that he or she has the license of economic activity (to be the consumer of services) in accordance with the law (during a period of validity in the present Agreement), he or she is not a business rival of Hotfile, and also declares that in accepting the present Agreement, the Client is at least 18 years of age and has the right to conclude the contracts, which have a binding force, as the Client.

### Account of the Client. Rights of the client. Responsibilities of the client.

The client undertakes to give to Hotfile the true, exact, and full information about him or herself for all of the questions that are requested on the registration form. The client agrees the update and support information to be true, exact, and in a full state. Otherwise, Hotfile has the right to suspend or cancel your account and present Agreement.

The client is the unique legal owner for the data of the account (the login, password and all attendant data). The client has full responsibility for all and any (successful or unsuccessful) attempts to access the Services or use of Services (including all actions and transactions) with the use of the account of Client, except for cases when access or the utilization of Services is a direct result of negligence of Hotfile.

The client agrees that the voluntary transfer of login and password of its privileged account (GOLD-account) to third parties leads to the automatic lifting of the privileged status of the account, and notes that a violation of the user's agreement used.

The client is completely responsible for the preservation of the confidentiality of the information of access to his or her account, as well as has full responsibility for the actions that occur by way of his or her account.

The client undertakes to notify Hotfile immediately in case of nascence of the circumstances indicating that his or her account or information was used unauthorized. These cases are (but not limited): reception by the Client of confirmation his or her orders of services, made on his or her account that the Client didn't order; occurrence in client's account of data regarding actions (downloading or uploading files) that the client didn't do or other similar inconsistent actions.

### Client's data. Ordering information. Changing the information about the client.

The client has exclusive obligations and full responsibility for the information, which he or she saved on the servers of Hotfile. The client supervises his or her own files through the unique reference generated for him or her. The client has full responsibility for the data and exclusive obligation for any lost and unreduced information. The client agrees to contain the information according to legal responsibilities. The client agrees to reception on the e-mail address of news of service, the information on new services and actions of service Hotfile. Hotfile undertakes to delete the client's information after completing a period of validity in the present Agreement. Hotfile reserves the right to keep the client's information in the archives after his or her deletion, and has not any obligation to the Client for such information.

In using our service IP address your browser will be identified and brought into the databases of our servers. This IP address is saved by the servers of Hotfile only for our internal utilization (calculation of visiting, optimum usage of downloading files, etc.). Hotfile uses cookies to save the options of the users' browsers, in the case that users provide their consent. Utilization of cookies doesn't permit one to find out confidential information about a client - e-mail address, postal address, numbers on a credit card, etc.

Our service calculates the e-mail addresses of users of Hotfile with the purpose of registration and the enumeration of users. Hotfile does not sell and does not share your personal information with any companies.

### Ownership of information and copyrights.

You recognize that all materials (except the users' uploading), submitted on the present Web page, switching the information, documentation, goods, trademarks, drawings, sounds, GUI, software, and services (further called Materials), rendered by Hotfile or third parties - authors, developers, suppliers (in generally called Intermediaries), belong to Hotfile and/or to Intermediaries. Elements of Web pages are protected by legislation on a set of various nonfunctional elements of the goods or services and other legislation and cannot be copied or reproduced in part or whole. Hotfile, trademark of Hotfile and other goods mentioned in the present agreement, are trademark of Hotfile. Other names of goods, names of companies, marks, trademarks, and symbols are trademarks of corresponding organizations.

Services of Hotfile can be used in legitimate objectives. Transmission, distribution, or storage of any materials that violate laws are forbidden. This includes without restriction patented materials, copyright laws, trademarks, commercial secrets and other intellectual property rights. The client is obliged to receive the author's preliminary agreement in the case of the use of his or her materials. In using the Services, you declare and guarantee that you are the author and owner of the copyrights and/or have due licenses for the represented information, you also declare and guarantee that your information does not offend trademarks and other rights of third parties. Hotfile reserves the right to immediately suspend or delete the account of a client, which, in the opinion of Hotfile, offends the present agreement or laws or decisions.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

### **You agree to not use the services of Hotfile**

for the purpose of: Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information distributing for terrorist propagation, propagandizing of kindling interethnic, racial or religious break a set, representing violence or death;

Causing of harm to minors, including any form of child pornography; in the case that we shall regard this as sufficiently serious, it will be transferred to the corresponding administrative tribunals and/or members of the ISP;

Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information, which offends the rights of some party on all patents, trademarks, commercial secrets, copyrights, or other property rights.

You undertake to not place information containing illegal materials, as well as other forms of the transmission of illegal or obscene contents and information prompting illegal actions including gaming, illegal sales of the weapons, advertising, or the publication of materials that violate legislation regarding the distribution of pornography and racism. You also undertake to not place discrediting information concerning some person, without the consent or intentionally rendering such to someone as mental cruelty.

In the case of the non-observance of the present requirements, **Hotfile reserves the right to immediately suspend or delete, without preliminary prevention, your account or the transaction** violating the present agreement.

Illegal actions also include intrusions or attempts of intrusion into the information system of Hotfile, or attempts to affect the ability of Hotfile to render Services.

These are (but not limited to the following actions):

Unauthorized access to the Services of Hotfile, which includes attempts to probe, test systems for availability, to try to break down the system of information protection of the website without permission from Hotfile;

Intervention in the process of rendering Services to any client or users' network for example avalanche routing or intentional attempts to overload system;

There are many other actions that can destroy the infrastructure of Hotfile, which are strictly prohibited and are the subject of criminal and civil liability.

Lawfully or not, Hotfile reserves the right to decide for the fate of the activity of Hotfile and its Clients.

Attentions please, in such a case if it will be detected that an account or transmitted information violates any of those rules, Hotfile reserves the right to delete the account or stop the transfer of information. If it is necessary, Hotfile will send claims to the corresponding legal structures. In this case, Hotfile will actively cooperate with administrative tribunals in the investigation and criminal prosecution of similar actions, which means the disclosure of the data of the Client's account.

**Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.**

Complaints of the persons, breaking our Rules, are accepted [here](#). Each complaint will be considered; and depending on the results, can lead to the deletion of the Client's account without preliminary prevention.

### **Absence of guarantees. Responsibility.**

You express understanding and agreement with the following:

You use these services at your own risk.

Services of Hotfile are rendered "as is" and "as far as possible". Hotfile and its representatives, within the limits allowed by legislation, haven't the responsibility for the any guarantees, for example, the guarantee of conformity of the user's purpose, guarantee of commercial suitability, and guarantee of absence of violation of third parties rights. Hotfile and its representatives do not guarantee accuracy, reliability, completeness, timeliness of Services, software or other information content;

We don't guarantee that Services will correspond to your requirements, Services will be rendered continuously, quickly, reliably, and without mistakes, Results which can be received through the utilization of services, will be exact and reliable, Quality of some product, service, information, or other materials, which you received through the utilization of Services, will correspond to your expectations. Some materials, which you loaded or otherwise received through the utilization of Services, are used by you at your own discretion and at your own risk, and only you have exclusive responsibility for any data that is lost or damaged, which can also damage your computer system or as the result of loading these materials;

Any consultation or information, written or oral, received by you through the utilization of Services, doesn't represent a guarantee, except for direct guarantees in the present Agreement.

You agree to recover damages, including reasonably the necessary payment of legal services, and to release Hotfile, its affiliated organizations, and branches, management, employees, agents from responsibility for any claims and requirements based on your utilization of Services; or violation of the present Agreement or other rules and conditions of Hotfile.

You use the services of Hotfile at your own risk. If you are not satisfied with our Services or present user agreement, or any other rules, you have the right to stop the utilization of Services. You agree that Hotfile is not responsible for any sheer, indirect, collateral, or penal losses as such as lucrum cessans, lost of reputation, data that is lost or other non-material losses, taken place for reasons of utilization or impossibility of utilization of services; necessities to pay anew the unremunerative goods or services purchased through the utilization of Services; unauthorized access or modification in transmitted information or data; statements or actions of any third party within the framework of services; any other event concerning the Services.

### **Modification of the Agreements and Rules for extension of Services.**

We reserve the right at any time to modify the present agreement for the extension of Services. We also reserve the right at any time to modify or stop all Services, with the prior notification or without, for a specified time or without a time limit.

You agree that Hotfile does not have any obligations to you, nor to any third party for any modification, suspension, or termination of Services. You recognize that we can establish the general rules and restrictions of using Services, including the maximal disk space allotted to you on the servers of Hotfile, the maximal number of look-up, (and their time of duration) to Services for the specified time.

In addition, you recognize that Hotfile has the right, without preliminary prevention, to change tariffs for the utilization of Services. Modification of tariffs for the utilization of Services inures after the termination of the validity of an existing subscription of the Client.

Hotfile has the immediate right to prevent, suspend, (without a time limit or temporarily) to close access and to stop the extension of Services to the client, or to delete the account of the Client, and also to refuse to render service to the client further in the case of: Hotfile is justified to believe that the Client has broken or has not executed any aspect of the present Agreement or other contracts or instructions of Hotfile, Client hasn't paid for services or any others indebtednesses to Hotfile, Hotfile cannot establish authenticity of the information given by the Client, Hotfile is justified to believe that actions of the Client can entail the legal responsibility of the Client, other Clients of Hotfile or Hotfile. Hotfile reserves the right at their own discretion at any time to stop Services or their part, with the prior notification or without such. You agree that the termination of access to Services on any item of present user's agreement can inure without prior notification, and also agree that Hotfile has the immediate right to deactivate, archive, or delete your account and their parts: information, data and-or refuse to access in the further to those data or Services. Furthermore, you agree that Hotfile is not responsible to you or any third party for the termination of your access to Services.

After the cancellation of the present Agreement by the Client or Hotfile, all privileges of the Client stipulated in the Agreement, and obligations of Hotfile extension of Services, are immediately cancelled.

Incapacity of Hotfile to undertake actions concerning violations performed by the Client or other persons, does not deprive the right of Hotfile to take measures concerning subsequent or similar violations.

Any requirement or claim raised by the Client for any items of the present Agreement should be given within twelve months from the moment of occurrence of the requirement or the claim's basis.

The client and Hotfile are independent contractors. The present Agreement does not provide and does not create such forms of legal relationship with the Client as an establishment, company, joint venture, labor relations, trading relations.

For the conditions of the present Agreement, the Client has not the right to transfer any rights or to assign other persons duties. Any attempts of transfer those rights have not validity.

Our activity for the extension of Services can be broken by various factors, which we can't control. We have not the responsibility for any delays, or the incapacity to render Service as a result of reasons, which do not depend on us.

If any clause of the present Agreement is declared invalid, that clause should be bypassed, with the least damage of interests of the parties, and other clauses of the Agreement continue to be in effect. Headings of items of the Agreement serve only for convenience, and in any degree do not determine, limit, interpret, or describe a spectrum or a measure of an item of agreement.

Accepting this agreement, you declare and guarantee to Hotfile company, that you are not a competitor of Hotfile and you undertake to not use the information received through the utilization of the website of Hotfile and Services of Hotfile for being in a competition to the last.

### **Excepting agreements and conditions that are published on the website, the present Agreement regulates full understanding and agreement between the parties concerning the discussed subject.**

Department of the fight against abuse: [Click here](#)

Counterfeit files will be immediately deleted after the reception of your proven confirmation. In the case of the detection of such files, we will take advantage of [this form](#) and send a full reference on such a file.

**EXHIBIT B**

INTERNET ARCHIVE Wayback Machine   MAR APR MAY 24 2008 2009 2010 Close X Help ?

4 captures 24 Apr 09 - 2 Jan 10



[Закачать файл](#) [Премиум-аккаунт](#) [Партнерская программа](#) [FAQ](#) [Контакты](#) [Зарегистрироваться](#)

[English](#) | [Russian](#)

Имя пользователя:

Пароль:

[Напомнить пароль](#)

HotFile (www.hotfile.com) is an Online Service Provider under Title II of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). This document outlines the policy that hotfile.com have introduced in order to implement notice and takedown policy as required by DMCA. This document guides copyright owners interested in utilizing this procedure, as well as service users interested in restoring access to material mistakenly taken down.

### Writing and sending Proper Notification

The DMCA provides a legal procedure by which you can request any Online Service Provider to disable access to a website where your copyrighted work(s) are appearing without your permission. The legal procedure consists of two parts: (1) Writing a Proper DMCA Notice, and (2) Sending the Proper DMCA Notice to hotfile.com Designated Agent.

### To write a Proper DMCA Notice, state the following information:

- \* Identify yourself as an owner of copyrighted work or exclusive rights that you believe were infringed, or a person acting on behalf of such owner.
- \* State your contact information, including your name, street address, phone number, and email address.
- \* Identify the copyrighted work that you believe is being infringed, or if a large number of works are being infringed, a representative list of the works.
- \* Identify the location of materials that allegedly are infringing your copyrighted work, by providing Web URLs on hotfile.com site that contain these materials.
- \* State that you have "a good faith belief that use of the aforementioned material is not authorized by the copyright owner, its agents, or the law".
- \* State that the information in the notice is accurate, under penalty of perjury.

Your notice **must be signed with a physical signature** (when it is in paper form) or **electronic signature** (when it is in electronic form).

To exercise your DMCA rights, your Proper DMCA Notice must be sent to Designated Agent of hotfile.com to email: [abuse@hotfile.com](mailto:abuse@hotfile.com)

### Notice and takedown procedure

HotFile.com will follow the procedures provided in the DCMA to properly enforce rights of copyright holders. When a Proper DMCA notification is received by Designated Agent, or when hotfile.com becomes otherwise aware that copyright rights are infringed, it will remove or disable access to infringing materials as soon as possible. You don't need to wait confirmation from us about this action.

If users submitting or downloading materials believe that their use of materials was lawful, they have the right of sending a Proper Counter-notification in order to restore access to these materials. Hotfile.com will comply with the appropriate provisions of the DMCA in the event a counter notification is received by its Designated Agent.

Thank you for your understanding!

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-20427-JORDAN

DISNEY ENTERPRISES, INC.,  
TWENTIETH CENTURY FOX FILM CORPORATION,  
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP,  
COLUMBIA PICTURES INDUSTRIES, INC., and  
WARNER BROS. ENTERTAINMENT INC.,

*Plaintiffs,*

v.

HOTFILE CORP., ANTON TITOV, and  
DOES 1-10.

*Defendants.*

\_\_\_\_\_ /

**CERTIFICATE OF SERVICE**

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 235 Montgomery Street, 17th Floor, San Francisco, California 94104.

I HEREBY CERTIFY that on June 2, 2011, I electronically served the following documents on all counsel of record on the attached Service List via their email address(es). The documents served on this date are:

**DEFENDANTS' AMENDED SUPPLEMENTAL RESPONSE TO PLAINTIFFS' INTERROGATORY NO. 2**

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 2, 2011, at San Francisco, California.

\_\_\_\_\_  
Lauren Jensen



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