

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**C.A. NO. 1:16-CV-00327-TCB**

FASTCASE, INC., )  
)  
                    PLAINTIFF, )  
)  
                    vs. )  
)  
LAWRITER, LLC d/b/a Casemaker, )  
)  
                    DEFENDANT. )  
\_\_\_\_\_ )

**DEFENDANT’S RESPONSE TO  
PLAINTIFF’S STATEMENT OF  
UNDISPUTED FACTS**

Defendant, Lawriter, LLC d/b/a Casemaker (“Lawriter”), submits the following Response to Plaintiff’s Statement of Undisputed Facts:

1. Fastcase is a legal research service that provides online access to searchable databases of public law, including federal and state statutes (all 50 states and the District of Columbia), administrative rules and regulations such as the Georgia Administrative Rules and Regulations, and judicial decisions, as well as to secondary sources in many states. Declaration of Edward J. Walters at 1, ¶ 2.

**RESPONSE: Admitted.**

2. Fastcase is available by subscription to lawyers and law firms, and is also made available for free to members of state bar associations such as the State Bar of Georgia as a benefit of membership in the bar. *Id.* at 2, ¶ 5.

**RESPONSE: Admitted.**

3. Lawriter is a legal research service that similarly offers searchable access to cases, statutes, and other primary law materials operating under the name Casemaker. *Id.*, ¶ 6.

**RESPONSE: Admitted.**

4. Lawriter represents that it “is the designated publisher of the Georgia Rules and Regulations and Monthly Bulletins and granted sole rights to the distribution of this data.” Doc. 4-1.

**RESPONSE: Admitted. Harriman Aff. at 1, ¶4 and Exhibit A thereto.**

5. On December 21, 2015, Lawriter sent Fastcase a letter asserting that:

(a) Lawriter is the sole “party authorized to license and/or offer subscriptions to use . . . Electronic Files . . . incorporating the [Georgia Regulations],” and (b) Fastcase’s provision of fee-based access to Georgia Regulations, without Lawriter’s consent or authorization or a subscription with Lawriter, violates Lawriter’s “legal rights.”

Declaration of Edward J. Walters at 2-3, ¶ 9 and Doc. 4-3.

**RESPONSE: Plaintiff’s citation does not support Plaintiff’s contention as the 12/21/2015 letter addresses Fastcase’s use of “the Electronic Files”--that is, the files of the Georgia Rules and Regulations that are posted on Lawriter’s website, not any electronic file made by anyone else and containing the Georgia Regulations. Further, the first reference to “Electronic**

**Files” in the letter could be read otherwise, but it should not be, given the clarity of the eight subsequent references to “the Electronic Files” as being the files posted by Lawriter.**

6. The letter threatened enforcement, including through the commencement of litigation, of Lawriter’s unspecified “rights,” unless Fastcase:

(a) immediately provided Lawriter a written response justifying its right to use Georgia Regulations, (b) purchased from Lawriter a subscription to Georgia Regulations, or (c) ceased use of Georgia Regulations, including provision of fee- based access to Georgia Regulations.

Doc. 4-3.

**RESPONSE: This assertion is disputed. The letter demands “a written response substantiating [Fastcase’s] rights to its use of the Electronic Files.” (Or, alternatively, subscription or cessation of use.) The letter does NOT demand justification of Fastcase’s right to use the Georgia regulations.**

7. Lawriter publishes the Georgia Regulations directly from the agencies of the State of Georgia. See Doc. 13 at 7, ¶ 39.

**RESPONSE: This assertion is disputed. This is unclear as to the significance of “directly from.” The assertion is disputed and is quite different from the cited source. See also Harriman Aff. at 1-4, ¶¶5-8.**

8. At about the same time that Lawriter withdrew its counterclaims, the page of the Georgia Secretary of State’s web site providing access to Georgia Rules

and Regulations, <http://rules.sos.ga.gov>, was changed. Declaration of Edward J. Walters at 3, ¶ 12; see Doc. 14 at 4, ¶ 17 and Doc. 14-1.

**RESPONSE: Admitted.**

9. Instead of providing direct access to the Georgia Regulations, the web site now announces that “certain features of this site have been disabled for the general public to prevent digital piracy.” Declaration of Edward J. Walters at 4, ¶ 13 and Doc. 14-1.

**RESPONSE: This assertion is disputed. The regulations are still made available, and the significance of “direct access” is unclear, so the clause “instead of providing direct access” is disputed. Harriman Aff. at 4, ¶9.**

10. Where the Secretary of State formerly had offered the services of Lawriter to provide research and printed copies of regulatory materials for stated fees, its website now says:

To access this website, you must agree to the following:

These terms of use are a contract between you and/or your employer (if any), and Lawriter, LLC.

You agree that you will not copy, print, or download anything from this website other than for your personal use.

You agree not to use any web crawler, scraper, or other robot or automated program or device to obtain data from the website.

You agree that you will not sell, will not license, and will not otherwise make available in exchange for anything of value, anything that you download, print, or copy from this site.

Declaration of Edward J. Walters at 4, ¶ 14 and Doc. 14-1.

**RESPONSE:** Lawriter admits that this text is present on the website, but this is not the entire text of the terms of use, which further provide:

**You agree that you will not sell, will not license, and will not otherwise make available in exchange for anything of value, anything that you download, print, or copy from this site.**

**You agree that you will not copy, print, or download any portion of the regulations posted on this site exceeding a single chapter of regulations for sale, license, or other transfer to a third party, except that you may quote a reasonable portion of the regulations in the course of rendering professional advice.**

**If you violate this agreement, or if you access or use this website in violation of this agreement, you agree that Lawriter will suffer damages of at least \$20,000.**

**THIS WEBSITE AND ITS CONTENT ARE PROVIDED “AS IS.” THE STATE OF GEORGIA AND LAWRIER EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ARE NOT LIABLE TO ANY PERSON FOR ANY ERRORS IN INACCURACIES CONTAINED IN THIS WEBSITE.**

**If you accept these terms enter the information below and click “I AGREE”.**

**Harriman Aff. at 4, ¶9, Ex. B.**

11. Even while Lawriter “denies that it purports to have exclusive rights to publish the Georgia Regulations,” it “affirmatively states that it has the exclusive right to control commercial access to the Georgia Regulations as compiled and made available on-line by Defendant.” Doc. 14 at 2, ¶¶ 3, 4.

**RESPONSE: This is an argument, not an assertion of fact. In addition, there is no inconsistency, as Lawriter claims the right “to control commercial access to the Georgia Regulations as compiled and made available on-line by [Lawriter].” Harriman Aff. at 4, ¶9.**

12. Lawriter also claims “legal and equitable rights in electronic files it creates and maintains” relating to the laws, rules and regulations of other States. Doc. 14 at 3, ¶ 7.

**RESPONSE: This assertion is admitted as stated, but the phrase “relating to the laws, rules, and regulations of other States” renders the statement too general to constitute a material fact in this matter.**

13. As Fastcase updates its collection of the Georgia Regulations from the Georgia Secretary of State website, these purported license terms attempt to exclude Fastcase and any other commercial user of the Georgia Regulations. Declaration of Edward J. Walters at 5, ¶ 17.

**RESPONSE: This assertion is false as Fastcase and other commercial users are permitted to use the website in accord with the Terms of Use. For example, a commercial user may review the website, including the regulations of the State of Georgia posted on the website, without violating the Terms of Use. Harriman Aff. at 4, ¶9.**

Respectfully submitted this the 9th day of June, 2016.

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