

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

THE LEARNING COMPANY, a division of  
HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY, and HMH  
CONSUMER COMPANY LTD.

Plaintiffs,

v.

ZYNGA INC.

Defendant.

Civil Action No. 11-cv-10894-MLW

**PLAINTIFFS' ANSWER TO DEFENDANT ZYNGA INC.'S COUNTERCLAIMS**

Plaintiffs The Learning Company, a division of Houghton Mifflin Harcourt Publishing Company, and HMH Consumer Company Ltd. (“Plaintiffs”), by and through their undersigned attorneys, file this Answer to the Counterclaims filed by Defendant Zynga Inc. (“Zynga” or “Defendant”), and in response to the corresponding numbered paragraphs of Zynga’s Counterclaim, Docket No. 48 (“Counterclaims”), state as follows:

**THE PARTIES**

1. Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 of the Counterclaims.
2. Plaintiffs admit the allegations contained in Paragraph 2 of the Counterclaims.
3. Plaintiffs admit the allegations contained in Paragraph 3 of the Counterclaims.
4. Plaintiffs admit the allegations contained in Paragraph 4 of the Counterclaims.

**JURISDICTION AND VENUE**

5. Paragraph 5 of the Counterclaims contains conclusions of law to which no response is required.

6. Paragraph 6 of the Counterclaims contains conclusions of law to which no response is required.

**FIRST COUNTERCLAIM**  
**(Declaratory Judgment of Non-Infringement)**

7. Plaintiffs hereby repeat and incorporate by reference their responses to Paragraphs 1 through 6 of the Counterclaims as if fully set forth herein.

8. Plaintiffs admit the allegations contained in Paragraph 8 of the Counterclaims.

9. Plaintiffs deny the allegations contained in Paragraph 9 of the Counterclaims.

10. Plaintiffs deny the allegations contained in Paragraph 10 of the Counterclaims.

11. Paragraph 11 of the Counterclaims contains conclusions of law to which no response is required.

12. Plaintiffs deny the allegations contained in Paragraph 12 of the Counterclaims.

**PRAYER FOR RELIEF**

The unnumbered paragraphs after Paragraph 12 contain prayers for relief to which no response is required. To the extent a response is required, Plaintiffs deny that Zynga is entitled to any relief.

**ADDITIONAL DEFENSES**

**FIRST ADDITIONAL DEFENSE**

Zynga's Counterclaims fail to state a claim upon which relief may be granted.

**SECOND ADDITIONAL DEFENSE**

Plaintiffs hereby give notice that they intend to rely on such other and further defenses as may become available or apparent during discovery proceedings in this case and hereby reserve the right to amend their Answer to Defendant's Counterclaims and to assert any such defenses.

Respectfully submitted,

THE LEARNING COMPANY, a division of  
HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY, and HMH  
CONSUMER COMPANY LTD.

By their attorneys,

/s/ R. David Hosp

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Dated: July 7, 2011

**CERTIFICATE OF SERVICE**

I, R. David Hosp, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on July 7, 2011.

/s/ R. David Hosp