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10 *Attorneys for Defendant*
Internet Brands, Inc.

11 **UNITED STATES DISTRICT COURT**
 12 **FOR THE DISTRICT OF NEVADA**

13 RIGHTHAVEN LLC, a Nevada limited-
 14 liability company,
 15
 Plaintiff,
 16 v.
 17 INTERNET BRANDS, INC., a Delaware
 corporation; and CHUCK HOOVER, an
 18 individual,
 Defendants.

Case No. 2:10-cv-01346

ANSWER BY DEFENDANT
INTERNET BRANDS, INC.

19 Defendant INTERNET BRANDS, INC. hereby answers the Complaint as follows:

20 **NATURE OF ACTION**

21 1. Defendant Internet Brands, Inc. hereby admits the allegations contained in
 22 paragraph 1 of the Complaint.

23 **PARTIES**

24 2. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
 25 allegations contained in paragraph 2 of the Complaint.

26 3. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
 27 allegations contained in paragraph 3 of the Complaint.

1 4. Defendant Internet Brands, Inc. hereby admits the allegations contained in
2 paragraph 4 of the Complaint.

3 5. Defendant Internet Brands, Inc. hereby admits the allegations contained in
4 paragraph 5 of the Complaint.

5 6. Defendant Internet Brands, Inc. hereby admits the allegations contained in
6 paragraph 6 of the Complaint.

7 7. Defendant Internet Brands hereby denies the allegations contained in paragraph 7
8 of the Complaint.

9 8. Defendant Internet Brands, Inc. hereby denies it proclaims ownership of the
10 copyright in material posted on its site by third parties. Defendant Internet Brands, Inc. hereby
11 admits it is the copyright owner of the Website, corvetteforum.com. Defendant Internet Brands,
12 Inc. hereby denies the remaining allegations contained in paragraph 8 of the Complaint.

13 9. Defendant Internet Brands, Inc. hereby admits the allegations contained in
14 paragraph 9 of the Complaint.

15 **JURISDICTION**

16 10. Defendant Internet Brands, Inc. hereby admits it is subject to personal jurisdiction
17 in this Court, and that this Court currently has subject matter jurisdiction, with respect to the
18 claims against Defendant Internet Brands, Inc. Defendant Internet Brands, Inc. hereby denies the
19 remaining allegations contained in paragraph 10 of the Complaint.

20 11. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
21 allegations contained in paragraph 11 of the Complaint.

22 12. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
23 allegations contained in paragraph 12 of the Complaint.

24 13. Defendant Internet Brands, Inc. hereby denies the allegations contained in
25 paragraph 13 of the Complaint.

26 14. Defendant Internet Brands, Inc. hereby denies the allegations contained in
27 paragraph 14 of the Complaint.

28 15. Defendant Internet Brands, Inc. hereby denies the allegations contained in

1 paragraph 15 of the Complaint.

2 16. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
3 allegations contained in paragraph 16 of the Complaint.

4 17. Defendant Internet Brands, Inc. hereby denies the allegations contained in
5 paragraph 17 of the Complaint.

6 18. Defendant Internet Brands, Inc. hereby denies the allegations contained in
7 paragraph 18 of the Complaint.

8 19. Defendant Internet Brands, Inc. hereby denies the allegations contained in
9 paragraph 19 of the Complaint.

10 20. Defendant Internet Brands, Inc. hereby denies the allegations contained in
11 paragraph 20 of the Complaint.

12 21. Defendant Internet Brands, Inc. hereby denies the allegations contained in
13 paragraph 21 of the Complaint.

14 22. Defendant Internet Brands, Inc. hereby denies the allegations contained in
15 paragraph 22 of the Complaint.

16 23. Defendant Internet Brands, Inc. hereby denies the allegations contained in
17 paragraph 23 of the Complaint.

18 24. Defendant Internet Brands, Inc. hereby denies the allegations contained in
19 paragraph 24 of the Complaint.

20 **VENUE**

21 25. Defendant Internet Brands, Inc. hereby admits the United States District Court for
22 the District of Nevada is an appropriate venue, but denies the remaining allegations contained in
23 paragraph 25 of the Complaint.

24 26. Defendant Internet Brands, Inc. hereby admits the allegations contained in
25 paragraph 26 of the Complaint.

26 27. Defendant Internet Brands, Inc. hereby admits it is subject to personal jurisdiction
27 in Nevada, but denies the remaining allegations contained in paragraph 27 of the Complaint.

1 **FACTS**

2 28. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
3 allegations contained in paragraph 28 of the Complaint.

4 29. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
5 allegations contained in paragraph 29 of the Complaint.

6 30. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
7 allegations contained in paragraph 30 of the Complaint.

8 31. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
9 allegations contained in paragraph 31 of the Complaint.

10 32. Defendant Internet Brands, Inc. hereby denies the allegations contained in
11 paragraph 32 of the Complaint.

12 33. Defendant Internet Brands, Inc. hereby denies the allegations contained in
13 paragraph 33 of the Complaint.

14 34. Defendant Internet Brands, Inc. hereby denies the allegations contained in
15 paragraph 34 of the Complaint.

16 **CLAIM FOR RELIEF: COPYRIGHT INFRINGEMENT**

17 35. Defendant Internet Brands, Inc. re-alleges and restates its responses in paragraphs
18 1-34 herein.

19 36. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
20 allegations contained in paragraph 36 of the Complaint.

21 37. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
22 allegations contained in paragraph 37 of the Complaint.

23 38. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
24 allegations contained in paragraph 38 of the Complaint.

25 39. Defendant Internet Brands, Inc. lacks information sufficient to admit or deny the
26 allegations contained in paragraph 39 of the Complaint.

27 40. The allegations contained in paragraph 40 set forth a legal conclusion to which no
28 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby

1 denies the allegations contained therein.

2 41. The allegations contained in paragraph 41 set forth a legal conclusion to which no
3 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby
4 denies the allegations contained therein.

5 42. The allegations contained in paragraph 42 set forth a legal conclusion to which no
6 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby
7 denies the allegations contained therein.

8 43. The allegations contained in paragraph 43 set forth a legal conclusion to which no
9 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby
10 denies the allegations contained therein.

11 44. The allegations contained in paragraph 44 set forth a legal conclusion to which no
12 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby
13 denies the allegations contained therein.

14 45. The allegations contained in paragraph 45 set forth a legal conclusion to which no
15 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby
16 denies the allegations contained therein.

17 46. The allegations contained in paragraph 46 set forth a legal conclusion to which no
18 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby
19 denies the allegations contained therein.

20 47. The allegations contained in paragraph 47 set forth a legal conclusion to which no
21 response is required. To the extent a response is required, Defendant Internet Brands, Inc. hereby
22 denies the allegations contained therein.

23 48. Defendant Internet Brands, Inc. specifically denies any allegation contained in the
24 Complaint, which Internet Brands, Inc. has not specifically admitted herein.

25 49. Defendant Internet Brands, Inc. specifically denies that Righthaven is entitled to
26 any of the relief requested in the Prayer for Relief.

27 50. Defendant Internet Brands, Inc. prays that the Court dismiss this action and award
28 Defendant Internet Brands, Inc. its attorneys' fees and costs incurred in defending this action.

1 **AFFIRMATIVE DEFENSES**

2 **First Affirmative Defense**

3 Plaintiff has failed to state any claim for which relief can be granted.

4 **Second Affirmative Defense**

5 Plaintiff's claims are barred based on copyright misuse.

6 **Third Affirmative Defense**

7 Plaintiff's claims are barred based on the doctrine of fair use.

8 **Fourth Affirmative Defense**

9 Plaintiff's claims are barred based on implied license.

10 **Fifth Affirmative Defense**

11 Plaintiff's claims are barred because the alleged infringement was *de minimis*.

12 **Sixth Affirmative Defense**

13 Plaintiff's claims are barred on based on unclean hands

14 **Seventh Affirmative Defense**

15 Plaintiff's claims are barred based on estoppel.

16 **Eighth Affirmative Defense**

17 Plaintiff's claims are barred based on estoppel.

18 **Ninth Affirmative Defense**

19 Plaintiff's claims are barred based on acquiescence.

20 **Tenth Affirmative Defense**

21 Plaintiff's complaint should be dismissed because, upon information and belief, Plaintiff
22 has failed to join all necessary and indispensable parties.

23 **Eleventh Affirmative Defense**

24 Plaintiff's complaint should be dismissed based on champerty.

25 **Twelfth Affirmative Defense**

26 Plaintiff's complaint should be dismissed based on barratry.

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1 DATED: this 1st day of September, 2010.

2 LEWIS AND ROCA LLP

3 By: _____/s/_____

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5 Jonathan W. Fountain
6 LEWIS AND ROCA LLP
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11 (702) 949-8374 (fax)

12 *Attorneys for Defendant*
13 *Internet Brands, Inc.*

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1 **CERTIFICATE OF SERVICE**

2 I, Michael McCue, hereby certify that I caused a copy of the foregoing **ANSWER** to be
3 served visa ECF upon the following:

4 Steven A. Gibson
5 J. Charles Coons
6 Joseph C. Chu
7 RIGHTHAVEN LLC
8 9960 West Cheyenne Ave., Suite 210
9 Las Vegas, NV 89129-7701

10 Dated this 1st day of September, 2010.

11 _____/s/_____
12 Michael McCue
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