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8 UNIVERSAL CITY STUDIOS LLC,  
NBCUNIVERSAL MEDIA, LLC  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 DANJAQ, LLC, a Delaware Limited  
13 liability company; METRO-  
GOLDWYN-MAYER STUDIOS  
14 INC., a Delaware corporation;  
15 UNITED ARTISTS CORPORATION,  
a Delaware corporation; SEVENTEEN  
16 LEASING CORPORATION, a  
Delaware corporation; EIGHTEEN  
17 LEASING CORPORATION, a  
Delaware corporation; NINETEEN  
18 LEASING CORPORATION, a  
Delaware corporation; TWENTY  
19 LEASING CORPORATION, and a  
Delaware corporation; TWENTY-  
20 ONE LEASING COMPANY LLC, a  
Delaware limited liability company

21 Plaintiffs,

22 v.

23 UNIVERSAL CITY STUDIOS LLC, a  
Delaware limited liability company;  
24 NBCUNIVERSAL MEDIA, LLC, a  
Delaware limited liability company;  
25 and AARON BERG, an individual,  
26  
27  
28

Defendants.

Case No. 2:14-CV-02527 SJO (Ex)

*Assigned To: Hon. S. James Otero*

**DEFENDANTS UNIVERSAL CITY  
STUDIOS LLC AND  
NBCUNIVERSAL MEDIA, LLC'S  
ANSWER TO COMPLAINT**

**DEMAND FOR JURY TRIAL**

**Action filed on April 3, 2014**

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Los Angeles, California 90067-4590

1 Defendants UNIVERSAL CITY STUDIOS LLC and NBCUNIVERSAL  
 2 MEDIA, LLC (individually and collectively, “Universal Defendants”) hereby  
 3 answer the Complaint of Plaintiffs Danjaq, LLC (“Danjaq”) and Metro-Goldwyn-  
 4 Mayer Studios Inc.; United Artists Corporation; Seventeen Leasing Corporation;  
 5 Eighteen Leasing Corporation; Nineteen Leasing Corporation; Twenty Leasing  
 6 Corporation; and Twenty-One Leasing Company LLC (collectively “MGM” and,  
 7 together with Danjaq, “Plaintiffs”), as follows:

### 8 **PRELIMINARY STATEMENT**

9 Plaintiffs’ lawsuit is the desperate attempt of a rival studio to misuse its  
 10 copyrights in order to kill a competitor’s project before it even gets off the ground.  
 11 Plaintiffs were repeatedly informed before filing their complaint that the screenplay  
 12 at issue would not be the basis of any motion picture that might ultimately be  
 13 produced, and that the screenplay Universal acquired would be substantially revised  
 14 to eliminate any potentially objectionable elements. But Plaintiffs’ goal is not to  
 15 prevent the infringement of the James Bond works. They are instead intent on  
 16 scaring away Universal and any other would-be competitors, thereby gaining a  
 17 monopoly on the British spy genre. Plaintiffs’ lawsuit is a patent waste of  
 18 resources for the parties and the Court. It is also antithetical to copyright law,  
 19 which only protects concrete expression, not abstract ideas, and was never intended  
 20 to be used as a sword to prevent lawful competition.

### 21 **JURISDICTION**

22 1. Universal Defendants admit that Plaintiffs purport to allege a claim for  
 23 copyright infringement and that, based on this allegation, the Court has federal  
 24 question jurisdiction over that claim. Universal Defendants deny the remaining  
 25 allegations, express or implied, in Paragraph 1.

### 26 **NATURE OF THE ACTION**

27 2. Universal Defendants deny all of the allegations express or implied, in  
 28 Paragraph 2. To the extent that the Complaint purports to describe or characterize

1 the *Section 6* screenplay or the James Bond works, those works speak for  
2 themselves, and Universal Defendants deny those allegations on that basis.

3 3. Universal Defendants deny all of the allegations express or implied, in  
4 the first sentence of Paragraph 3. Universal Defendants are without knowledge or  
5 information sufficient to form a belief as to the truth of the remaining allegations in  
6 Paragraph 3 and on that basis deny those allegations, express or implied.

7 4. With respect to the first sentence of Paragraph 4, Universal Defendants  
8 are without knowledge or information sufficient to form a belief as to the truth of  
9 the allegations and on that basis deny the allegations, express or implied, in the first  
10 sentence of Paragraph 4. To the extent that the Complaint purports to describe or  
11 characterize the *Section 6* screenplay or the James Bond works, those works speak  
12 for themselves, and Universal Defendants deny those allegations on that basis.  
13 Universal Defendants deny the remaining allegations, express or implied, in  
14 Paragraph 4.

15 5. Universal Defendants deny all of the allegations, express or implied, in  
16 Paragraph 5.

17 6. To the extent that the Complaint purports to describe or characterize  
18 the *Section 6* screenplay, that screenplay speaks for itself, and Universal Defendants  
19 deny those allegations on that basis. Universal Defendants deny that portion of the  
20 first sentence of Paragraph 6 which alleges “[s]eemingly in anticipation of this  
21 lawsuit” and the allegations, express or implied, in the last sentence of Paragraph 6.  
22 Universal Defendants are without knowledge or information sufficient to form a  
23 belief as to the truth of the remaining allegations of Paragraph 6, and on that basis  
24 deny those allegations, express or implied.

### 25 **Events Leading To The Filing Of The Action**

26 7. Universal Defendants admit that they received a letter from Plaintiffs  
27 in November 2013. To the extent that the Complaint purports to describe or  
28 characterize the contents of the letter or the Complaint, the letter and the Complaint

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1 speak for themselves, and Universal Defendants deny those allegations on that  
2 basis. Universal Defendants deny the remaining allegations of Paragraph 7, express  
3 or implied.

4 8. Universal Defendants admit that they responded in writing to  
5 Plaintiffs' November 2013 correspondence. To the extent that the Complaint  
6 purports to describe or characterize the contents of Universal Defendants' written  
7 response, the response speaks for itself, and Universal Defendants deny those  
8 allegations on that basis. Universal Defendants are without knowledge or  
9 information sufficient to form a belief as to the truth of the remaining allegations in  
10 Paragraph 8, and on that basis deny those allegations, express or implied.

11 9. With respect to the first sentence of Paragraph 9, Universal Defendants  
12 are without knowledge or information sufficient to form a belief as to the truth of  
13 these allegations, and on that basis deny the allegations, express or implied, in the  
14 first sentence of Paragraph 9. Universal Defendants deny the remaining allegations  
15 of Paragraph 9, express or implied.

16 10. Universal Defendants admit that Plaintiffs contacted Universal  
17 Defendants on approximately March 26, 2014, and that Universal Defendants  
18 replied on approximately March 31, 2014. To the extent that the Complaint  
19 purports to describe or characterize the contents of Plaintiffs' March 26, 2014 letter  
20 or Universal Defendants' March 31, 2014 letter, the letters speak for themselves,  
21 and Universal Defendants deny those allegations on that basis. Universal  
22 Defendants are without knowledge or information sufficient to form a belief as to  
23 the truth of the remaining allegations of Paragraph 10 and on that basis deny those  
24 allegations, express or implied.

25 11. To the extent that the Complaint purports to describe or characterize  
26 the contents of Universal Defendants' March 31, 2014 letter, the document speaks  
27 for itself, and Universal Defendants deny those allegations on that basis. With  
28 respect to the last sentence of Paragraph 11, Universal Defendants are without

1 knowledge or information sufficient to form a belief as to the truth of these  
2 allegations, and on that basis deny the allegations, express or implied, in the last  
3 sentence of Paragraph 11. Universal Defendants deny the remaining allegations,  
4 express or implied, in Paragraph 11.

5 **VENUE**

6 12. Universal Defendants admit that venue is proper in this district.

7 13. Universal Defendants admit that the court has personal jurisdiction  
8 over Universal Defendants in this matter.

9 **THE PARTIES**

10 14. Universal Defendants are without knowledge or information sufficient  
11 to form a belief as to the truth of the allegations in Paragraph 14, and on that basis  
12 deny all of those allegations, express or implied.

13 15. Universal Defendants are without knowledge or information sufficient  
14 to form a belief as to the truth of the allegations in Paragraph 15, and on that basis  
15 deny all of those allegations, express or implied.

16 16. Universal Defendants are without knowledge or information sufficient  
17 to form a belief as to the truth of the allegations in Paragraph 16, and on that basis  
18 deny all of those allegations, express or implied.

19 17. Universal Defendants are without knowledge or information sufficient  
20 to form a belief as to the truth of the allegations in Paragraph 17, and on that basis  
21 deny all of those allegations, express or implied.

22 18. Universal Defendants are without knowledge or information sufficient  
23 to form a belief as to the truth of the allegations in Paragraph 18, and on that basis  
24 deny all of those allegations, express or implied.

25 19. Universal Defendants are without knowledge or information sufficient  
26 to form a belief as to the truth of the allegations in Paragraph 19, and on that basis  
27 deny all of those allegations, express or implied.

28 20. Universal Defendants are without knowledge or information sufficient

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1 to form a belief as to the truth of the allegations in Paragraph 20, and on that basis  
2 deny all of those allegations, express or implied.

3 21. Universal Defendants are without knowledge or information sufficient  
4 to form a belief as to the truth of the allegations in Paragraph 21, and on that basis  
5 deny all of those allegations, express or implied.

6 22. Universal Defendants admit the allegations of Paragraph 22.

7 23. Universal Defendants admit the allegations of Paragraph 23.

8 24. Universal Defendants admit that Defendant Aaron Berg wrote a  
9 *Section 6* screenplay. Universal Defendants are without knowledge or information  
10 sufficient to form a belief as to the truth of the remaining allegations in Paragraph  
11 24, and on that basis deny those allegations, express or implied.

12 25. Universal Defendants deny all of the allegations, express or implied,  
13 in Paragraph 25.

14 **ALLEGATIONS COMMON TO ALL CLAIMS**

15 26. Universal Defendants are without knowledge or information sufficient  
16 to form a belief as to the truth of the allegations in Paragraph 26, and on that basis  
17 deny all of those allegations, express or implied.

18 27. Universal Defendants are without knowledge or information sufficient  
19 to form a belief as to the truth of the allegations in Paragraph 27, and on that basis  
20 deny all of those allegations, express or implied.

21 28. Universal Defendants are without knowledge or information sufficient  
22 to form a belief as to the truth of the allegations in Paragraph 28, and on that basis  
23 deny all of those allegations, express or implied.

24 29. Universal Defendants admit that Plaintiff Metro-Goldwyn-Mayer  
25 Studios Inc. has publicly announced its intention to release a James Bond film in  
26 2015. Universal Defendants are without knowledge or information sufficient to  
27 form a belief as to the truth of the remaining allegations in Paragraph 29, and on  
28 that basis deny all of those allegations, express or implied.



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1           30. Universal Defendants are without knowledge or information sufficient  
2 to form a belief as to the truth of the allegations in Paragraph 30, and on that basis  
3 deny all of those allegations, express or implied.

4           31. Universal Defendants are without knowledge or information sufficient  
5 to form a belief as to the truth of the allegations in Paragraph 31, and on that basis  
6 deny all of those allegations, express or implied.

7           32. Universal Defendants are without knowledge or information sufficient  
8 to form a belief as to the truth of the allegations in Paragraph 32, and on that basis  
9 deny all of those allegations, express or implied.

10           33. Universal Defendants are without knowledge or information sufficient  
11 to form a belief as to the truth of the allegations in Paragraph 33, and on that basis  
12 deny all of those allegations, express or implied.

13           34. Universal Defendants are without knowledge or information sufficient  
14 to form a belief as to the truth of the allegations in Paragraph 34, and on that basis  
15 deny all of those allegations, express or implied.

16           35. Universal Defendants are without knowledge or information sufficient  
17 to form a belief as to the truth of the allegations in Paragraph 35, and on that basis  
18 deny all of those allegations, express or implied.

19           36. Universal Defendants admit that Defendant Aaron Berg wrote a  
20 screenplay entitled *Section 6*. Universal Defendants are without knowledge or  
21 information sufficient to form a belief as to the truth of the remaining allegations in  
22 Paragraph 36 and on that basis deny those allegations, express or implied.

23           37. Universal Defendants are without knowledge or information sufficient  
24 to form a belief as to the truth of the allegations in Paragraph 37, and on that basis  
25 deny all of those allegations, express or implied.

26           38. Universal Defendants deny all of the allegations, express or implied, in  
27 Paragraph 38.

28           39. Universal Defendants deny that Berg distributed a copy of the *Section*

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1 6 screenplay to them. Universal Defendants are without knowledge or information  
2 sufficient to form a belief as to the truth of the remaining allegations in Paragraph  
3 39, and on that basis deny those allegations, express or implied.

4 40. Universal Defendants deny all of the allegations, express or implied, in  
5 Paragraph 40.

6 41. Universal Defendants deny all of the allegations, express or implied, in  
7 Paragraph 41.

8 42. Universal Defendants admit that they acquired rights to the *Section 6*  
9 screenplay on terms set forth in an agreement with Berg. To the extent that the  
10 Complaint purports to describe or characterize the agreement, the agreement speaks  
11 for itself, and Universal Defendants deny those allegations on that basis.

12 43. Universal Defendants admit that they acquired rights to the *Section 6*  
13 screenplay on terms set forth in an agreement with Berg. To the extent that the  
14 Complaint purports to describe or characterize the agreement, the agreement speaks  
15 for itself, and Universal Defendants deny those allegations on that basis.

16 44. Universal Defendants deny all of the allegations, express or implied, in  
17 Paragraph 44.

18 45. Universal Defendants admit that they have contracted with Berg to  
19 rewrite the *Section 6* screenplay. To the extent that the Complaint purports to  
20 describe or characterize the agreement, the agreement speaks for itself, and  
21 Universal Defendants deny those allegations on that basis. Universal Defendants  
22 deny the remaining allegations, express or implied, in Paragraph 45.

23 46. Universal Defendants admit that Universal Pictures has authored a new  
24 *Section 6* screenplay and is developing a possible *Section 6* motion picture that  
25 would, if produced, be based on that new screenplay or subsequent screenplays  
26 authored by Universal Pictures. Universal Defendants further admit that they have  
27 contracted with Berg to rewrite the *Section 6* screenplay and that Universal Pictures  
28 is overseeing that process. To the extent that the Complaint purports to describe or



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1 characterize the agreement, the agreement speaks for itself, and Universal  
2 Defendants deny those allegations on that basis. Universal Defendants deny the  
3 remaining allegations, express or implied, in Paragraph 46.

4 47. Universal Defendants deny the allegations, express or implied, in  
5 Paragraph 47.

6 48. Universal Defendants deny the allegations, express or implied, in  
7 Paragraph 48.

8 49. Universal Defendants deny the allegations, express or implied, in  
9 Paragraph 49.

10 50. Universal Defendants deny the allegations, express or implied, in  
11 Paragraph 50.

12 51. Universal Defendants are without knowledge or information sufficient  
13 to form a belief as to the truth of the allegations in Paragraph 51 concerning alleged  
14 media reports, and on that basis deny all of those allegations, express or implied.

15 52. Universal Defendants admit that Plaintiffs have not authorized them to  
16 produce a motion picture or other derivative work based on copyright protected  
17 elements of the James Bond works. Universal Defendants deny the remaining  
18 allegations, expressed or implied in Paragraph 52.

19 53. Universal Defendants admit that they acquired rights to the *Section 6*  
20 screenplay on terms set forth in an agreement with Berg. To the extent that the  
21 Complaint purports to describe or characterize the agreement, the agreement speaks  
22 for itself, and Universal Defendants deny those allegations on that basis. Universal  
23 Defendants are without knowledge or information sufficient to form a belief as to  
24 the truth of the remaining allegations in Paragraph 53, and on that basis deny those  
25 allegations, express or implied.

26 54. Universal Defendants deny all of the allegations, express or implied, in  
27 Paragraph 54.

28 55. Universal Defendants deny all of the allegations, express or implied,

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1 in Paragraph 55.

2 56. To the extent that the Complaint purports to describe or characterize  
3 the *Section 6* screenplay or the James Bond works, those works speak for  
4 themselves, and Universal Defendants deny those allegations on that basis.  
5 Universal Defendants deny the remaining allegations, express or implied, in  
6 Paragraph 56.

7 57. To the extent that the Complaint purports to describe or characterize  
8 the *Section 6* screenplay or the James Bond works, those works speak for  
9 themselves, and Universal Defendants deny those allegations on that basis.  
10 Universal Defendants deny the remaining allegations, express or implied, in  
11 Paragraph 57.

12 58. To the extent that the Complaint purports to describe or characterize  
13 the *Section 6* screenplay or the James Bond works, those works speak for  
14 themselves, and Universal Defendants deny those allegations on that basis.  
15 Universal Defendants deny the remaining allegations, express or implied, in  
16 Paragraph 58.

17 59. To the extent that the Complaint purports to describe or characterize  
18 the *Section 6* screenplay or the James Bond works, those works speak for  
19 themselves, and Universal Defendants deny those allegations on that basis.  
20 Universal Defendants deny the remaining allegations, express or implied, in  
21 Paragraph 59.

22 60. To the extent that the Complaint purports to describe or characterize  
23 the *Section 6* screenplay or the James Bond works, those works speak for  
24 themselves, and Universal Defendants deny those allegations on that basis.  
25 Universal Defendants deny the remaining allegations, express or implied, in  
26 Paragraph 60.

27 61. To the extent that the Complaint purports to describe or characterize  
28 the *Section 6* screenplay or the James Bond works, those works speak for

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1 themselves, and Universal Defendants deny those allegations on that basis.  
2 Universal Defendants deny the remaining allegations, express or implied, in  
3 Paragraph 61.

4 62. To the extent that the Complaint purports to describe or characterize  
5 the *Section 6* screenplay or the James Bond works, those works speak for  
6 themselves, and Universal Defendants deny those allegations on that basis.  
7 Universal Defendants deny the remaining allegations, express or implied, in  
8 Paragraph 62.

9 63. To the extent that the Complaint purports to describe or characterize  
10 the *Section 6* screenplay or the James Bond works, those works speak for  
11 themselves, and Universal Defendants deny those allegations on that basis.  
12 Universal Defendants deny the remaining allegations, express or implied, in  
13 Paragraph 63.

14 64. To the extent that the Complaint purports to describe or characterize  
15 the *Section 6* screenplay or the James Bond works, those works speak for  
16 themselves, and Universal Defendants deny those allegations on that basis.  
17 Universal Defendants deny the remaining allegations, express or implied, in  
18 Paragraph 64.

19 65. To the extent that the Complaint purports to describe or characterize  
20 the *Section 6* screenplay, that work speaks for itself, and Universal Defendants deny  
21 those allegations on that basis. Universal Defendants are without knowledge or  
22 information sufficient to form a belief as to the truth of the remaining allegations in  
23 Paragraph 65, and on that basis deny those allegations, express or implied.

24 **FIRST CLAIM FOR RELIEF**

25 66. Universal Defendants reallege and incorporate by reference their  
26 responses to Paragraphs 1 through 65, inclusive.

27 67. Universal Defendants are without knowledge or information sufficient  
28 to form a belief as to the truth of the allegations in Paragraph 67, and on that basis

1 deny all of those allegations, express or implied.

2 68. Universal Defendants are without knowledge or information sufficient  
3 to form a belief as to the truth of the allegations in Paragraph 68, and on that basis  
4 deny all of those allegations, express or implied.

5 69. Universal Defendants deny all of the allegations, express or implied, in  
6 Paragraph 69.

7 70. Universal Defendants deny all of the allegations, express or implied, in  
8 Paragraph 70.

9 71. Universal Defendants deny all of the allegations, express or implied, in  
10 Paragraph 71.

11 **SECOND CLAIM FOR RELIEF**

12 72. Universal Defendants reallege and incorporate by reference their  
13 responses to Paragraphs 1 through 65, inclusive.

14 73. Universal Defendants are without knowledge or information sufficient  
15 to form a belief as to the truth of the allegations in Paragraph 73, and on that basis  
16 deny all of those allegations, express or implied.

17 74. Universal Defendants are without knowledge or information sufficient  
18 to form a belief as to the truth of the allegations in Paragraph 74, and on that basis  
19 deny all of those allegations, express or implied.

20 75. Universal Defendants deny all of the allegations, express or implied, in  
21 Paragraph 75.

22 76. Universal Defendants deny all of the allegations, express or implied, in  
23 Paragraph 76.

24 77. Universal Defendants deny all of the allegations, express or implied, in  
25 Paragraph 77.

26 78. Universal Defendants deny all of the allegations, express or implied, in  
27 Paragraph 78.

28 79. Universal Defendants deny all of the allegations, express or implied, in

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1 Paragraph 79.

2 **THIRD CLAIM FOR RELIEF**

3 80. Universal Defendants reallege and incorporate by reference their  
4 responses to Paragraphs 1 through 65, inclusive.

5 81. Universal Defendants are without knowledge or information sufficient  
6 to form a belief as to the truth of the allegations in Paragraph 81, and on that basis  
7 deny all of those allegations, express or implied.

8 82. Universal Defendants are without knowledge or information sufficient  
9 to form a belief as to the truth of the allegations in Paragraph 82, and on that basis  
10 deny all of those allegations, express or implied.

11 83. Universal Defendants deny all of the allegations, express or implied, in  
12 Paragraph 83.

13 84. Universal Defendants admit that they acquired rights to the *Section 6*  
14 screenplay on terms set forth in an agreement with Berg. To the extent that the  
15 Complaint purports to describe or characterize the agreement, the agreement speaks  
16 for itself, and Universal Defendants deny those allegations on that basis.

17 85. Universal Defendants deny all of the allegations, express or implied, in  
18 Paragraph 85.

19 86. Universal Defendants deny all of the allegations, express or implied, in  
20 Paragraph 86.

21 87. Universal Defendants deny all of the allegations, express or implied, in  
22 Paragraph 87.

23 **FOURTH CLAIM FOR RELIEF**

24 88. Universal Defendants reallege and incorporate by reference their  
25 responses to Paragraphs 1 through 65, inclusive.

26 89. Universal Defendants are without knowledge or information sufficient  
27 to form a belief as to the truth of the allegations in Paragraph 89, and on that basis  
28 deny all of those allegations, express or implied.

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1 90. Universal Defendants are without knowledge or information sufficient  
2 to form a belief as to the truth of the allegations in Paragraph 90, and on that basis  
3 deny all of those allegations, express or implied.

4 91. Universal Defendants deny all of the allegations, express or implied, in  
5 Paragraph 91.

6 92. Universal Defendants deny all of the allegations, express or implied, in  
7 Paragraph 92.

8 93. Universal Defendants deny all of the allegations, express or implied, in  
9 Paragraph 93.

10 94. Universal Defendants deny all of the allegations, express or implied, in  
11 Paragraph 94.

12 **AFFIRMATIVE DEFENSES**

13 As for their separate and independent affirmative defenses, and without  
14 conceding that they bear the burden of proof or persuasion as to any of the below  
15 issues, Universal Defendants allege as follows:

16 **FIRST AFFIRMATIVE DEFENSE**

17 **(Failure to State a Claim**

18 Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

19 **SECOND AFFIRMATIVE DEFENSE**

20 **(Independent Creation)**

21 Plaintiffs' claims fail because both the original *Section 6* screenplay written  
22 by Defendant Aaron Berg and Universal Pictures' *Section 6* motion picture project  
23 are independent creations.

24 **THIRD AFFIRMATIVE DEFENSE**

25 **(Scenes a Faire)**

26 Plaintiffs' claims fail because, to the extent Universal Defendants have used  
27 any material contained in the James Bond works in connection with their *Section 6*  
28 motion picture project—which Universal Defendants deny—the use was limited to



1 *scenes a faire* or other expression not subject to copyright protection.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 **(De Minimis Use)**

4 To the extent Universal Defendants have used any copyrighted material  
5 contained in the James Bond works in connection with their *Section 6* motion  
6 picture project—which Universal Defendants deny—such use was *de minimis* and  
7 not subject to liability.

8 **FIFTH AFFIRMATIVE DEFENSE**

9 **(Fair Use)**

10 To the extent Universal Defendants have used any copyrighted material  
11 contained in the James Bond works in connection with their *Section 6* motion  
12 picture project—which Universal Defendants deny—such use was protected “fair  
13 use” under the Copyright Act.

14 **SIXTH AFFIRMATIVE DEFENSE**

15 **(First Amendment)**

16 Plaintiffs’ claims fail because, to the extent Universal Defendants have used  
17 any material contained in the James Bond works in connection with their *Section 6*  
18 motion picture project—which Universal Defendants deny—Plaintiffs’ claims  
19 and/or remedies are barred by the First Amendment to the United States  
20 Constitution.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 **(Public Domain)**

23 Plaintiffs’ claims fail because, to the extent Universal Defendants have used  
24 any material contained in the James Bond works in connection with their *Section 6*  
25 motion picture project—which Universal Defendants deny—the use was limited to  
26 material in the public domain, not protectable expression subject to copyright  
27 protection.

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**EIGHTH AFFIRMATIVE DEFENSE**

**(Innocent Intent)**

Plaintiffs’ claims fail because to the extent Universal Defendants’ acts infringed any copyright in the James Bond works—which Universal Defendants deny—the infringement was innocent, not willful.

**NINTH AFFIRMATIVE DEFENSE**

**(Lack of Registration)**

To the extent Plaintiffs have failed to comply with the provisions of 17 U.S.C. §§ 411(a) and/or 412, Plaintiffs’ claims are limited and/or barred.

**TENTH AFFIRMATIVE DEFENSE**

**(Laches)**

Plaintiffs are barred from obtaining relief under the Complaint or any of the purported claims alleged therein by the doctrine of laches due to Plaintiffs’ unreasonable delay in seeking such relief.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Waiver)**

By reason of Plaintiffs’ conduct, words and/or actions, Plaintiffs have waived the right to obtain relief on any of the purported claims for relief in the Complaint.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

By reason of Plaintiffs’ conduct, words and/or actions and Universal Defendants’ reasonable reliance to their detriment thereon, Plaintiffs are estopped from obtaining relief on any of the purported claims in the Complaint.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

By reason of Plaintiffs’ conduct, words and/or actions, Plaintiffs are guilty of unclean hands and, therefore, precluded from obtaining the relief sought in the Complaint.

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**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate/Set Off)**

To the extent Plaintiffs have suffered any damage, loss and/or injury through any acts of Universal Defendants—which Universal Defendants deny—Plaintiffs have failed to reasonably and promptly mitigate their damages and, thus, any award should be reduced according to such failure.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Fault of Others)**

Plaintiffs are barred and precluded from any recovery against Universal Defendants because to the extent Plaintiffs have suffered any damage, loss and/or injury—which Universal Defendants deny—it was caused by persons other than Universal Defendants.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Ripeness)**

Plaintiffs’ claims fail because they are premature and not ripe for adjudication.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Other Affirmative Defenses)**

Universal Defendants have insufficient information upon which to form a belief as to whether they have additional affirmative defenses. Universal Defendants reserve their right to asset additional affirmative defenses in the event they discovery facts upon which such affirmative defenses may be based.

**PRAYER FOR RELIEF**

WHEREFORE, Universal Defendants prays for judgment as follows:

1. That Plaintiffs take nothing by their Complaint;
2. That each and every purported claim for relief set forth in the Compliant be dismissed with prejudice;

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3. That Universal Defendants be awarded attorney’s fees and costs incurred herein; and

4. That the Court award such other and further relief in favor of Universal Defendants as is just and proper.

DATED: October 7, 2014

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CLAMAN & MACHTINGER LLP

By: /s/ Aaron J. Moss  
AARON J. MOSS (SBN 190625)  
Attorneys for Defendants UNIVERSAL  
CITY STUDIOS LLC and  
NBCUNIVERSAL MEDIA, LLC

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**DEMAND FOR JURY TRIAL**

Defendants UNIVERSAL CITY STUDIOS LLC and NBCUNIVERSAL MEDIA, LLC hereby demand a jury trial as provided by Rule 38 of the Federal Rules of Civil Procedure.

DATED: October 7, 2014

GREENBERG GLUSKER FIELDS |  
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By: /s/ Aaron J. Moss  
\_\_\_\_\_  
AARON J. MOSS (SBN 190625)  
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