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*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

THE AUTHORS GUILD, INC., ET AL.,

Plaintiffs,

v.

HATHITRUST, ET AL.,

Defendants.

Case No. 11 Civ. 6351 (HB)

**DECLARATION OF JOSEPH PETERSEN IN SUPPORT OF  
THE LIBRARIES' OPPOSITION TO PLAINTIFFS'  
MOTION FOR SUMMARY JUDGMENT**

I, Joseph Petersen, make the following declaration:

1. I am a member of the Bar of this Court and a partner at the law firm of Kilpatrick Townsend & LLP, attorneys for the Defendants in the above-captioned action (the "Libraries"). I

make this Declaration, based on my own personal knowledge, in support of the Libraries' opposition to Plaintiffs' Motion for Summary Judgment.

2. Attached hereto as **Exhibit A** is a true and correct copy of relevant pages from Plaintiffs' First Requests for Admission to Defendant Mary Sue Coleman.

3. Attached hereto as **Exhibit B** is a true and correct copy of relevant pages from Plaintiffs' First Requests for Admission to Defendant Mark G. Yudof.

4. Attached hereto as **Exhibit C** is a true and correct copy of relevant pages from Plaintiffs' First Requests for Admission to Defendant Kevin Reilly.

5. Attached hereto as **Exhibit D** is a true and correct copy of relevant pages from Plaintiffs' First Set of Interrogatories to Defendant Mary Sue Coleman.

6. Attached hereto as **Exhibit E** is a true and correct copy of relevant pages from Plaintiffs' First Set of Interrogatories to Defendant HathiTrust

7. Attached hereto as **Exhibit F** is a true and correct copy of relevant pages from Plaintiffs' First Set of Interrogatories to Defendant Mark G. Yudof.

8. Attached hereto as **Exhibit G** is a true and correct copy of relevant pages from Plaintiffs' First Set of Interrogatories to Defendant Kevin Reilly.

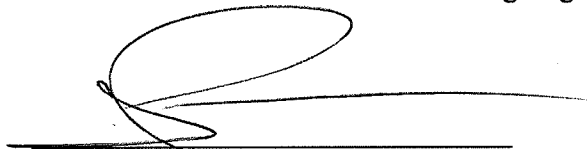
9. Attached hereto as **Exhibit H** is a true and correct copy of relevant pages of the transcript of the June 4, 2012 deposition of Frederic L. Haber, designated as a 30(b)(6) representative of The Copyright Clearance Center.

10. Attached hereto as **Exhibit I** is a true and correct copy of a print-out the Copyright Clearance Center's Management Summary Financial Data, printed from the Copyright Clearance Center's website at <http://annualreport.copyright.com/management-summary-financial-data> on July 18, 2012.

11. Attached hereto as **Exhibit J** is a true and correct copy of a print-out of the Amazon.com Kindle License Agreement and Terms of Use, printed from Amazon.com at <http://www.amazon.com/gp/help/customer/display.html?nodeId=200506200&> on July 18, 2012.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: July 20, 2012



Joseph Petersen

# **EXHIBIT A**

**SCHEDULE A**

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Trond Andreassen	Bok-Norge : en litteratursosiologisk oversikt	Universitetsforlaget	2000	
Pat Cummings	C.L.O.U.D.S.	Lothrop, Lee & Shepard Books	1986	TX0001806038
Pat Cummings	Clean Your Room, Harvey Moon!	Bradbury Press	1991	TX0003159777
Pat Cummings	Jimmy Lee Did It	Lothrop, Lee & Shepard Books	1985	TX0001650936
Pat Cummings	Talking With Artists: Volume 1	Bradbury Press	1992	TX0003422950
Pat Cummings	Talking With Artists: Volume 2	Simon & Schuster Books for Young Readers	1995	TX0004242559
Angelo Loukakis	Vernacular Dreams	University of Queensland Press	1986	TX0001967553
Roxana Robinson	Summer light	Viking	1988	TX0002346979
Roxana Robinson	Georgia O'Keeffe : a life	Harper & Row	1989	TX0002736171
Roxana Robinson	A glimpse of scarlet and other stories	E. Burlingame Books	1991	
Roxana Robinson	A glimpse of scarlet and other stories	HarperPerennial	1992	
Roxana Robinson	Asking for love and other stories	Random House	1996	TX0004268621
Roxana Robinson	Sweetwater : a novel	Random House	2003	TX0005905727
Roxana Robinson	A perfect stranger: and other stories	Random House	2005	
André Roy	Marguerite Duras à Montréal	Spirale	1984	
J.R. Salamanca	Southern light : a novel	Knopf	1986	TX0001800562
J.R. Salamanca	Embarkation	Knopf	1973	
J.R. Salamanca	The lost country: a novel	Simon & Schuster	1958	RE0000313041
J.R. Salamanca	A sea change	Knopf	1969	
J.R. Salamanca	That summer's trance : a novel	Welcome Rain	2000	
J.R. Salamanca	Lilith	Simon & Schuster	1961	RE0000459151
James Shapiro	Oberammergau	Pantheon Books	2000	TX0005234556
T.J. Stiles	Jesse James : last rebel of the Civil War	A.A. Knopf	2002	TX0003959406
Fay Weldon	Watching me, watching you	Summit Books	1981	TX0000907715
Fay Weldon	Praxis : a novel	Summit Books	1978	TX0000161661
Fay Weldon	Puffball : a novel	Summit Books	1980	TX0000550383
Fay Weldon	Remember me	Random House	1976	

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Fay Weldon	The heart of the country	Hutchinson	1987	TX0002580673
Fay Weldon	The hearts and lives of men	Heinemann	1987	TX0002176563
Fay Weldon	The rules of life	Hutchinson	1987	TX0002139543
Fay Weldon	The Shrapnel Academy	Viking	1987	TX0001967142
Fay Weldon	The heart of the country	Viking	1988	TX0002580673
Fay Weldon	Sacred cows	Chatto & Windus	1989	
Fay Weldon	The fat woman's joke	Academy Chicago	1986	
Fay Weldon	The cloning of Joanna May	Collins	1989	TX0002728206
Fay Weldon	Little sisters	Chivers Press	1987	
Fay Weldon	Darcy's utopia	Collins	1990	TX0002931605
Fay Weldon	The cloning of Joanna May	Penguin Books	1991	TX0002728206
Fay Weldon	Moon over Minneapolis/Why she couldn't stay	HarperCollins	1991	TX0003114513
Fay Weldon	Life force	Viking	1992	TX0003274167
Fay Weldon	Growing rich	HarperCollins	1992	
Fay Weldon	Life force	HarperCollins	1992	TX0003274167
Fay Weldon	Trouble	Penguin Books	1994	TX0003682496
Fay Weldon	Affliction	HarperCollins	1993	
Fay Weldon	Splitting	Flamingo	1995	TX0004084784
Fay Weldon	Wicked women : stories	The Atlantic Monthly Press	1997	TX0004578645
Fay Weldon	Leader of the band	Penguin Books	1990	TX0002560295
Fay Weldon	Growing rich	Flamingo	1992	
Fay Weldon	The hearts and lives of men	Flamingo	1992	TX0002176563
Fay Weldon	A hard time to be a father: a collection of short stories	Flamingo	1998	
Fay Weldon	Life force	HarperCollins	1992	TX0003274167
Fay Weldon	Nothing to wear and nowhere to hide: stories	Flamingo	2002	
Fay Weldon	Big women	Flamingo	1997	TX0004843655
Fay Weldon	Godless in Eden : a book of essays	Flamingo	1999	
Fay Weldon	Rhode Island blues	Flamingo	2000	TX0005335279
Fay Weldon	The Bulgari connection	Flamingo	2001	

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Fay Weldon	Auto da fay	Flamingo	2002	TX0005741087
Fay Weldon	Flood warning : a play	Samuel French	2003	PA0001247989
Fay Weldon	Wicked women : stories	The Atlantic Monthly Press	1997	TX0004578645
Fay Weldon	Mantrapped	Fourth Estate	2004	
Fay Weldon	She may not leave	Fourth Estate	2005	TX0006444289
Fay Weldon	The spa decameron	Quercus	2007	TX0007138911

# **EXHIBIT B**



**SCHEDULE A**

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Gladys Malvern	Good troupers all: the story of Joseph Jefferson	Macrae Smith Company	1945	A189587
Pat Cummings	Talking With Adventurers	National Geographic Society	1998	VA0000932461 VA0000932460
Helge Ronning	Dødsdom over et folk?: imperialismen og Biafrakonflikten	Pax	1969	
André Roy	Marguerite Duras à Montréal	Editions Spirale	1981	
J.R. Salamanca	Lilith	Simon & Schuster	1961	RE0000459151
J.R. Salamanca	Embarkation	Knopf	1973	
J.R. Salamanca	The lost country: a novel	Simon & Schuster	1958	RE0000313041
J.R. Salamanca	A sea change	Knopf	1969	
J.R. Salamanca	Southern light : a novel	Knopf	1986	TX0001800562
Fay Weldon	The hearts and lives of men	Heinemann	1987	TX0002176563
Fay Weldon	Big women	Flamingo	1997	TX0004843655
Fay Weldon	Life force	Penguin Books	1993	TX0003274167
Fay Weldon	Worst fears	Flamingo	1996	TX0004405886

# **EXHIBIT C**

**SCHEDULE A**

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>
Erik Grundstrom	Oss målvakter emellan	Alba	1988
Helge Ronning	Den umulige friheten : Henrik Ibsen og moderniteten	Gyldendal	2006
Danièle Simpson	Je cours plus vite que la lycose : poèmes	Naaman	1983

# **EXHIBIT D**

**SCHEDULE A**

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Trond Andreassen	Bok-Norge: en litteratursosiologisk oversikt	Universitetsforlaget	2000	
Pat Cummings	C.L.O.U.D.S.	Lothrop, Lee & Shepard Books	1986	TX0001806038
Pat Cummings	Clean Your Room, Harvey Moon!	Bradbury Press	1991	TX0003159777
Pat Cummings	Jimmy Lee Did It	Lothrop, Lee & Shepard Books	1985	TX0001650936
Pat Cummings	Talking With Artists: Volume 1	Bradbury Press	1992	TX0003422950
Pat Cummings	Talking With Artists: Volume 2	Simon & Schuster Books for Young Readers	1995	TX0004242559
Angelo Loukakis	Vernacular Dreams	University of Queensland Press	1986	TX0001967553
Roxana Robinson	Summer light	Viking	1988	TX0002346979
Roxana Robinson	Georgia O'Keeffe : a life	Harper & Row	1989	TX0002736171
Roxana Robinson	A glimpse of scarlet and other stories	E. Burlingame Books	1991	
Roxana Robinson	A glimpse of scarlet and other stories	HarperPerennial	1992	
Roxana Robinson	Asking for love and other stories	Random House	1996	TX0004268621
Roxana Robinson	Sweetwater : a novel	Random House	2003	TX0005905727
Roxana Robinson	A perfect stranger: and other stories	Random House	2005	
André Roy	Marguerite Duras à Montréal	Spirale	1984	
J.R. Salamanca	Southern light : a novel	Knopf	1986	TX0001800562
J.R. Salamanca	Embarkation	Knopf	1973	
J.R. Salamanca	The lost country: a novel	Simon & Schuster	1958	RE0000313041
J.R. Salamanca	A sea change	Knopf	1969	
J.R. Salamanca	That summer's trance : a novel	Welcome Rain	2000	
J.R. Salamanca	Lilith	Simon & Schuster	1961	RE0000459151
James Shapiro	Oberammergau	Pantheon Books	2000	TX0005234556
T.J. Stiles	Jesse James : last rebel of the Civil War	A.A. Knopf	2002	TX0003959406
Fay Weldon	Watching me, watching you	Summit Books	1981	TX0000907715
Fay Weldon	Praxis : a novel	Summit Books	1978	TX0000161661
Fay Weldon	Puffball : a novel	Summit Books	1980	TX0000550383
Fay Weldon	Remember me	Random House	1976	

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Fay Weldon	The heart of the country	Hutchinson	1987	TX0002580673
Fay Weldon	The hearts and lives of men	Heinemann	1987	TX0002176563
Fay Weldon	The rules of life	Hutchinson	1987	TX0002139543
Fay Weldon	The Shrapnel Academy	Viking	1987	TX0001967142
Fay Weldon	The heart of the country	Viking	1988	TX0002580673
Fay Weldon	Sacred cows	Chatto & Windus	1989	
Fay Weldon	The fat woman's joke	Academy Chicago	1986	
Fay Weldon	The cloning of Joanna May	Collins	1989	TX0002728206
Fay Weldon	Little sisters	Chivers Press	1987	
Fay Weldon	Darcy's utopia	Collins	1990	TX0002931605
Fay Weldon	The cloning of Joanna May	Penguin Books	1991	TX0002728206
Fay Weldon	Moon over Minneapolis/Why she couldn't stay	HarperCollins	1991	TX0003114513
Fay Weldon	Life force	Viking	1992	TX0003274167
Fay Weldon	Growing rich	HarperCollins	1992	
Fay Weldon	Life force	HarperCollins	1992	TX0003274167
Fay Weldon	Trouble	Penguin Books	1994	TX0003682496
Fay Weldon	Affliction	HarperCollins	1993	
Fay Weldon	Splitting	Flamingo	1995	TX0004084784
Fay Weldon	Wicked women : stories	The Atlantic Monthly Press	1997	TX0004578645
Fay Weldon	Leader of the band	Penguin Books	1990	TX0002560295
Fay Weldon	Growing rich	Flamingo	1992	
Fay Weldon	The hearts and lives of men	Flamingo	1992	TX0002176563
Fay Weldon	A hard time to be a father: a collection of short stories	Flamingo	1998	
Fay Weldon	Life force	HarperCollins	1992	TX0003274167
Fay Weldon	Nothing to wear and nowhere to hide: stories	Flamingo	2002	
Fay Weldon	Big women	Flamingo	1997	TX0004843655
Fay Weldon	Godless in Eden : a book of essays	Flamingo	1999	
Fay Weldon	Rhode Island blues	Flamingo	2000	TX0005335279
Fay Weldon	The Bulgari connection	Flamingo	2001	

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Fay Weldon	Auto da fay	Flamingo	2002	TX0005741087
Fay Weldon	Flood warning : a play	Samuel French	2003	PA0001247989
Fay Weldon	Wicked women : stories	The Atlantic Monthly Press	1997	TX0004578645
Fay Weldon	Mantrapped	Fourth Estate	2004	
Fay Weldon	She may not leave	Fourth Estate	2005	TX0006444289
Fay Weldon	The spa decameron	Quercus	2007	TX0007138911

# **EXHIBIT E**



**SCHEDULE A**

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>	<b>UNIVERSITY</b>
Trond Andreassen	Bok-Norge : en litteratursosiologisk oversikt	Universitetsforlaget	2000		University of Michigan
Pat Cummings	C.L.O.U.D.S.	Lothrop, Lee & Shepard Books	1986	TX0001806038	University of Michigan
Pat Cummings	Clean Your Room, Harvey Moon!	Bradbury Press	1991	TX0003159777	University of Michigan
Pat Cummings	Jimmy Lee Did It	Lothrop, Lee & Shepard Books	1985	TX0001650936	University of Michigan
Pat Cummings	Talking With Artists: Volume 1	Bradbury Press	1992	TX0003422950	University of Michigan
Pat Cummings	Talking With Artists: Volume 2	Simon & Schuster Books for Young Readers	1995	TX0004242559	University of Michigan
Pat Cummings	Talking With Adventurers	National Geographic Society	1998	VA0000932461 VA0000932460	University of California
Erik Grundstrom	Oss målvakter emellan	Alba	1988		University of Wisconsin
Angelo Loukakis	Vernacular Dreams	University of Queensland Press	1986	TX0001967553	University of Michigan
Gladys Malvern	Good troupers all: the story of Joseph Jefferson	Macrae Smith Company	1945	A189587	University of California
Roxana Robinson	Summer light	Viking	1988	TX0002346979	University of Michigan
Roxana Robinson	Georgia O'Keeffe : a life	Harper & Row	1989	TX0002736171	University of Michigan
Roxana Robinson	A glimpse of scarlet and other stories	E. Burlingame Books	1991		University of Michigan
Roxana Robinson	A glimpse of scarlet and other stories	HarperPerennial	1992		University of Michigan
Roxana Robinson	Asking for love and other stories	Random House	1996	TX0004268621	University of Michigan
Roxana Robinson	Sweetwater : a novel	Random House	2003	TX0005905727	University of Michigan

AUTHOR	TITLE	PUBLISHER	PUB. DATE	U.S. COPYRIGHT REGISTRATION NO.	UNIVERSITY
Roxana Robinson	A perfect stranger: and other stories	Random House	2005		University of Michigan
Helge Ronning	Den umulige friheten : Henrik Ibsen og moderniteten	Gyldendal	2006		University of Wisconsin
Helge Ronning	Dødsdom over et folk? : imperialismen og Biafrakonflikten	Pax	1969		University of California
André Roy	Marguerite Duras à Montréal	Spirale	1984		University of Michigan
André Roy	Marguerite Duras à Montréal	Editions Spirale	1981		University of California
J.R. Salamanca	Southern light : a novel	Knopf	1986	TX0001800562	University of Michigan
J.R. Salamanca	Embarkation	Knopf	1973		University of Michigan
J.R. Salamanca	The lost country: a novel	Simon & Schuster	1958	RE0000313041	University of Michigan
J.R. Salamanca	A sea change	Knopf	1969		University of Michigan
J.R. Salamanca	That summer's trance : a novel	Welcome Rain	2000		University of Michigan
J.R. Salamanca	Lilith	Simon & Schuster	1961	RE0000459151	University of Michigan
J.R. Salamanca	Lilith	Simon & Schuster	1961	RE0000459151	University of California
J.R. Salamanca	Embarkation	Knopf	1973		University of California
J.R. Salamanca	The lost country: a novel	Simon & Schuster	1958	RE0000313041	University of California
J.R. Salamanca	A sea change	Knopf	1969		University of California
J.R. Salamanca	Southern light : a novel	Knopf	1986	TX0001800562	University of California
James Shapiro	Oberammergau	Pantheon Books	2000	TX0005234556	University of Michigan
Danièle Simpson	Je cours plus vite que la lycose : poèmes	Naaman	1983		University of Wisconsin
T.J. Stiles	Jesse James : last rebel of the Civil War	A.A. Knopf	2002	TX0003959406	University of Michigan

AUTHOR	TITLE	PUBLISHER	PUB. DATE	U.S. COPYRIGHT REGISTRATION NO.	UNIVERSITY
Fay Weldon	Watching me, watching you	Summit Books	1981	TX0000907715	University of Michigan
Fay Weldon	Praxis : a novel	Summit Books	1978	TX0000161661	University of Michigan
Fay Weldon	Puffball : a novel	Summit Books	1980	TX0000550383	University of Michigan
Fay Weldon	Remember me	Random House	1976		University of Michigan
Fay Weldon	The heart of the country	Hutchinson	1987	TX0002580673	University of Michigan
Fay Weldon	The hearts and lives of men	Heinemann	1987	TX0002176563	University of Michigan
Fay Weldon	The rules of life	Hutchinson	1987	TX0002139543	University of Michigan
Fay Weldon	The Shrapnel Academy	Viking	1987	TX0001967142	University of Michigan
Fay Weldon	The heart of the country	Viking	1988	TX0002580673	University of Michigan
Fay Weldon	Sacred cows	Chatto & Windus	1989		University of Michigan
Fay Weldon	The fat woman's joke	Academy Chicago	1986		University of Michigan
Fay Weldon	The cloning of Joanna May	Collins	1989	TX0002728206	University of Michigan
Fay Weldon	Little sisters	Chivers Press	1987		University of Michigan
Fay Weldon	Darcy's utopia	Collins	1990	TX0002931605	University of Michigan
Fay Weldon	The cloning of Joanna May	Penguin Books	1991	TX0002728206	University of Michigan
Fay Weldon	Moon over Minneapolis, or, Why she couldn't stay	HarperCollins	1991	TX0003114513	University of Michigan
Fay Weldon	Life force	Viking	1992	TX0003274167	University of Michigan
Fay Weldon	Growing rich	HarperCollins	1992		University of Michigan
Fay Weldon	Life force	HarperCollins	1992	TX0003274167	University of Michigan
Fay Weldon	Trouble	Penguin Books	1994	TX0003682496	University of Michigan
Fay Weldon	Affliction	HarperCollins	1993		University of Michigan
Fay Weldon	Splitting	Flamingo	1995	TX0004084784	University of Michigan
Fay Weldon	Wicked women : stories	The Atlantic Monthly Press	1997	TX0004578645	University of Michigan
Fay Weldon	Leader of the band	Penguin Books	1990	TX0002560295	University of Michigan
Fay Weldon	Growing rich	Flamingo	1992		University of Michigan

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>	<b>UNIVERSITY</b>
Fay Weldon	The hearts and lives of men	Flamingo	1992	TX0002176563	University of Michigan
Fay Weldon	A hard time to be a father : a collection of short stories	Flamingo	1998		University of Michigan
Fay Weldon	Life force	HarperCollins	1992	TX0003274167	University of Michigan
Fay Weldon	Nothing to wear and nowhere to hide : stories	Flamingo	2002		University of Michigan
Fay Weldon	Big women	Flamingo	1997	TX0004843655	University of Michigan
Fay Weldon	Godless in Eden : a book of essays	Flamingo	1999		University of Michigan
Fay Weldon	Rhode Island blues	Flamingo	2000	TX0005335279	University of Michigan
Fay Weldon	The Bulgari connection	Flamingo	2001		University of Michigan
Fay Weldon	Auto da fay	Flamingo	2002	TX0005741087	University of Michigan
Fay Weldon	Flood warning : a play	Samuel French	2003	PA0001247989	University of Michigan
Fay Weldon	Wicked women : stories	The Atlantic Monthly Press	1997	TX0004578645	University of Michigan
Fay Weldon	Mantrapped	Fourth Estate	2004		University of Michigan
Fay Weldon	She may not leave	Fourth Estate	2005	TX0006444289	University of Michigan
Fay Weldon	The spa decameron	Quercus	2007	TX0007138911	University of Michigan
Fay Weldon	The hearts and lives of men	Heinemann	1987	TX0002176563	University of California
Fay Weldon	Big women	Flamingo	1997	TX0004843655	University of California
Fay Weldon	Life force	Penguin Books	1993	TX0003274167	University of California
Fay Weldon	Worst fears	Flamingo	1996	TX0004405886	University of California

# **EXHIBIT F**

**SCHEDULE A**

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>	<b>U.S. COPYRIGHT REGISTRATION NO.</b>
Gladys Malvern	Good troupers all: the story of Joseph Jefferson	Macrae Smith Company	1945	A189587
Pat Cummings	Talking With Adventurers	National Geographic Society	1998	VA0000932461 VA0000932460
Helge Ronning	Dødsdom over et folk?: imperialismen og Biafrakonflikten	Pax	1969	
André Roy	Marguerite Duras à Montréal	Editions Spirale	1981	
J.R. Salamanca	Lilith	Simon & Schuster	1961	RE0000459151
J.R. Salamanca	Embarkation	Knopf	1973	
J.R. Salamanca	The lost country: a novel	Simon & Schuster	1958	RE0000313041
J.R. Salamanca	A sea change	Knopf	1969	
J.R. Salamanca	Southern light : a novel	Knopf	1986	TX0001800562
Fay Weldon	The hearts and lives of men	Heinemann	1987	TX0002176563
Fay Weldon	Big women	Flamingo	1997	TX0004843655
Fay Weldon	Life force	Penguin Books	1993	TX0003274167
Fay Weldon	Worst fears	Flamingo	1996	TX0004405886

# **EXHIBIT G**

**SCHEDULE A**

<b>AUTHOR</b>	<b>TITLE</b>	<b>PUBLISHER</b>	<b>PUB. DATE</b>
Erik Grundstrom	Oss målvakter emellan	Alba	1988
Helge Ronning	Den umulige friheten : Henrik Ibsen og moderniteten	Gyldendal	2006
Danièle Simpson	Je cours plus vite que la lycose : poèmes	Naaman	1983



# **EXHIBIT H**

# **EXHIBIT H**

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Volume:  
Pages: 1-64  
Exhibits: 1-15

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
SOUTHERN DISTRICT OF NEW YORK

\*\*\*\*\*x  
THE AUTHORS GUILD, INC.,  
et al.,

Plaintiffs

vs. C.A. No. 11-cv-6351 (HB)

HATHITRUST, et al.,

Defendants

\*\*\*\*\*x

Rule 30(b)(6) Videotaped Deposition of  
**THE COPYRIGHT CLEARANCE CENTER** by its designee  
**FREDERIC L. HABER**, a witness called by counsel for  
the Defendants National Federation of the Blind,  
et als., taken pursuant to the applicable  
provisions of the Federal Rules of Civil  
Procedure, before Janet L. Wynne, CSR No. 131793,  
Registered Professional Reporter, a Notary Public  
in and for the Commonwealth of Massachusetts, at  
the Offices of Sugarman, Rogers, Barshak & Cohen,  
P.C., 101 Merrimac Street, Boston, Massachusetts,  
on Monday, June 4, 2012, commencing at 10:00 a.m.

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APPEARANCES:

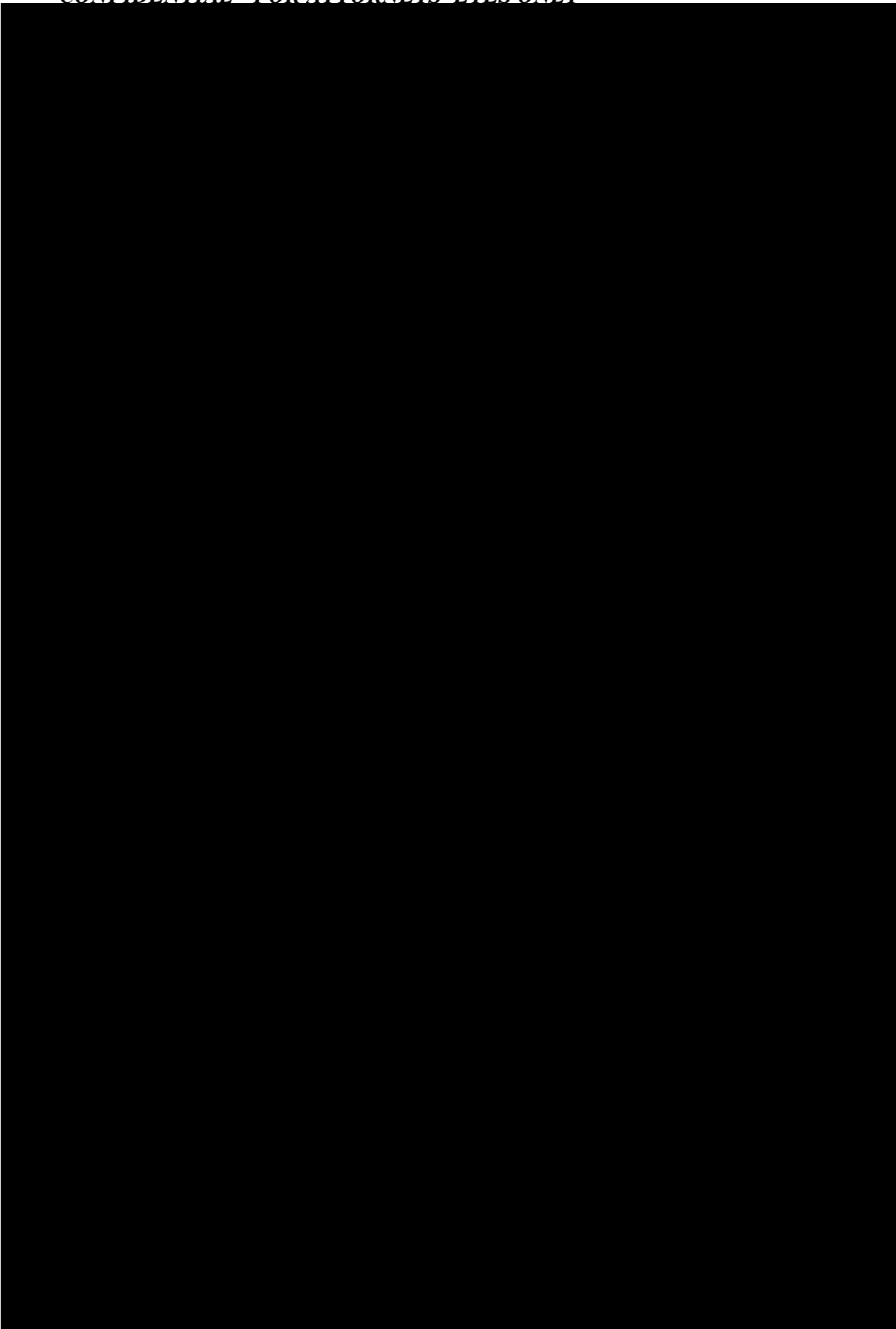
KILPATRICK TOWNSEND & STOCKTON LLP  
by ROBERT N. POTTER, ESQ.  
1114 Avenue of the Americas  
New York, New York 10036  
(212) 775-8733  
on behalf of the Defendant Hathitrust

THE LAW OFFICE OF ROBERT J. BERNSTEIN  
by ROBERT J. BERNSTEIN, ESQ.  
380 Lexington Avenue, 17th Floor  
New York, New York 10168  
(212) 551-1068  
on behalf of the Defendant National  
Federation of the Blind, et als.

WEIL GOTSHAL & MANGES LLP  
by ARIANE NEWELL, ESQ.  
767 Fifth Avenue  
New York, New York 10153  
(212) 310-8647  
on behalf of the Deponent, The Copyright  
Clearance Center

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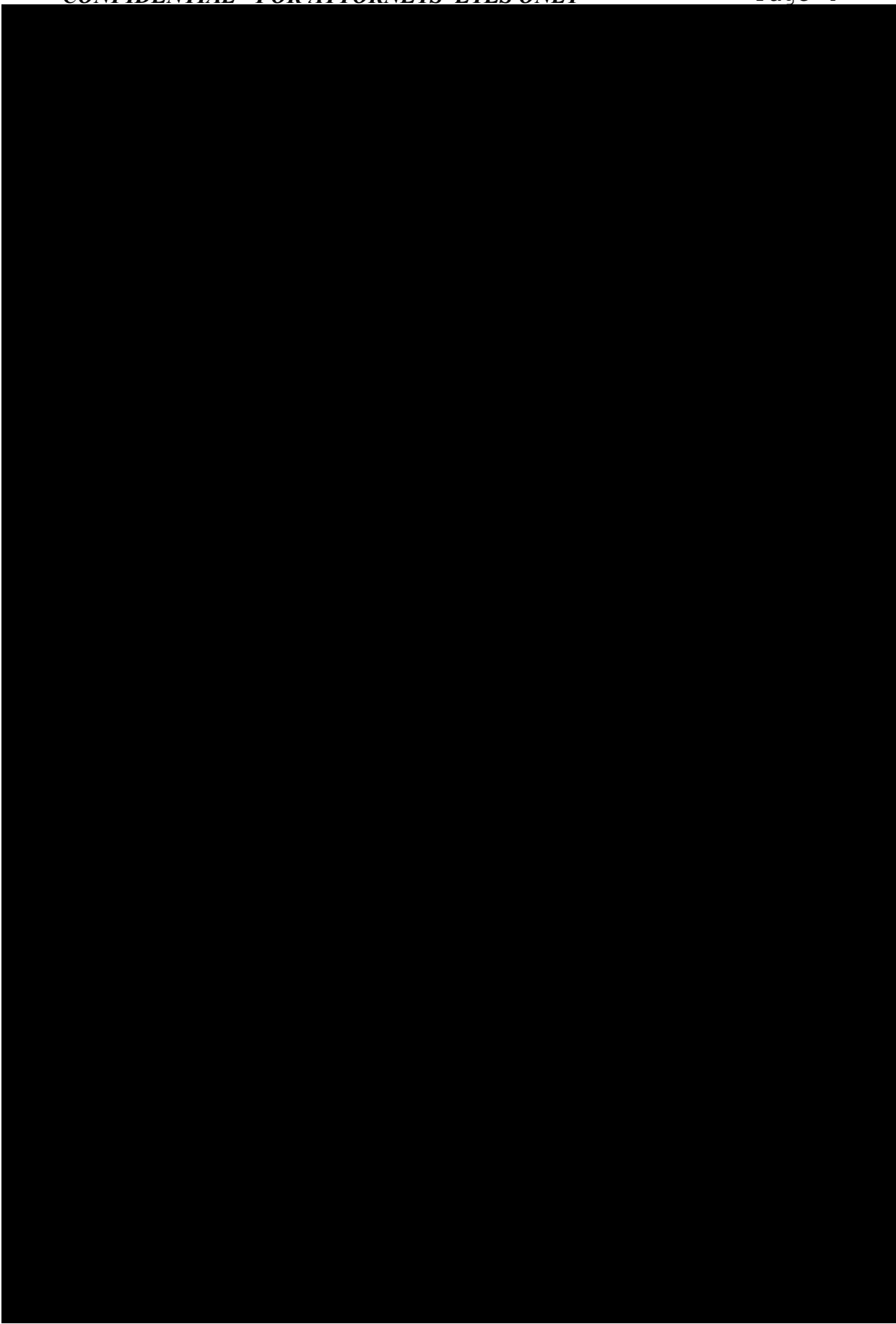
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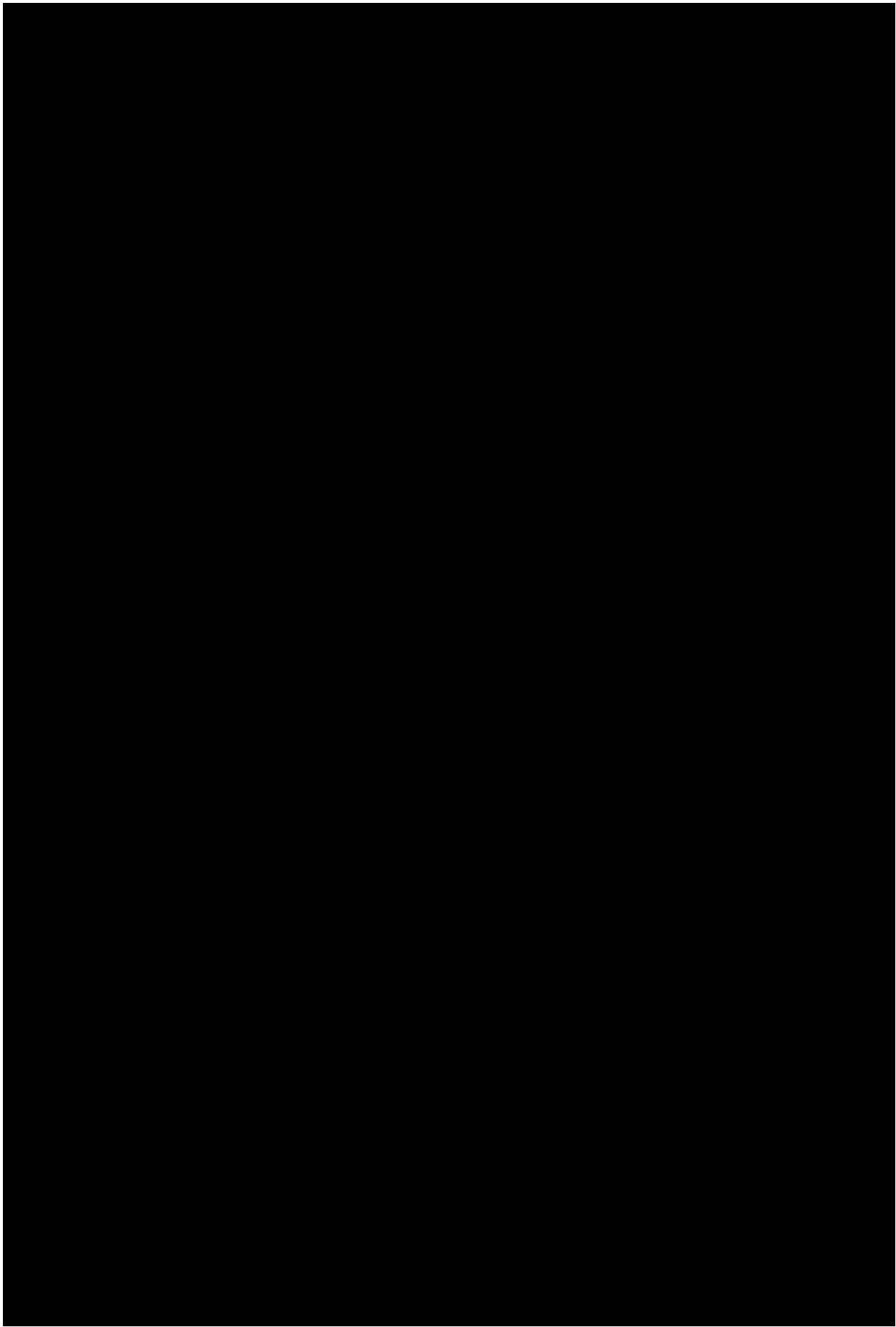
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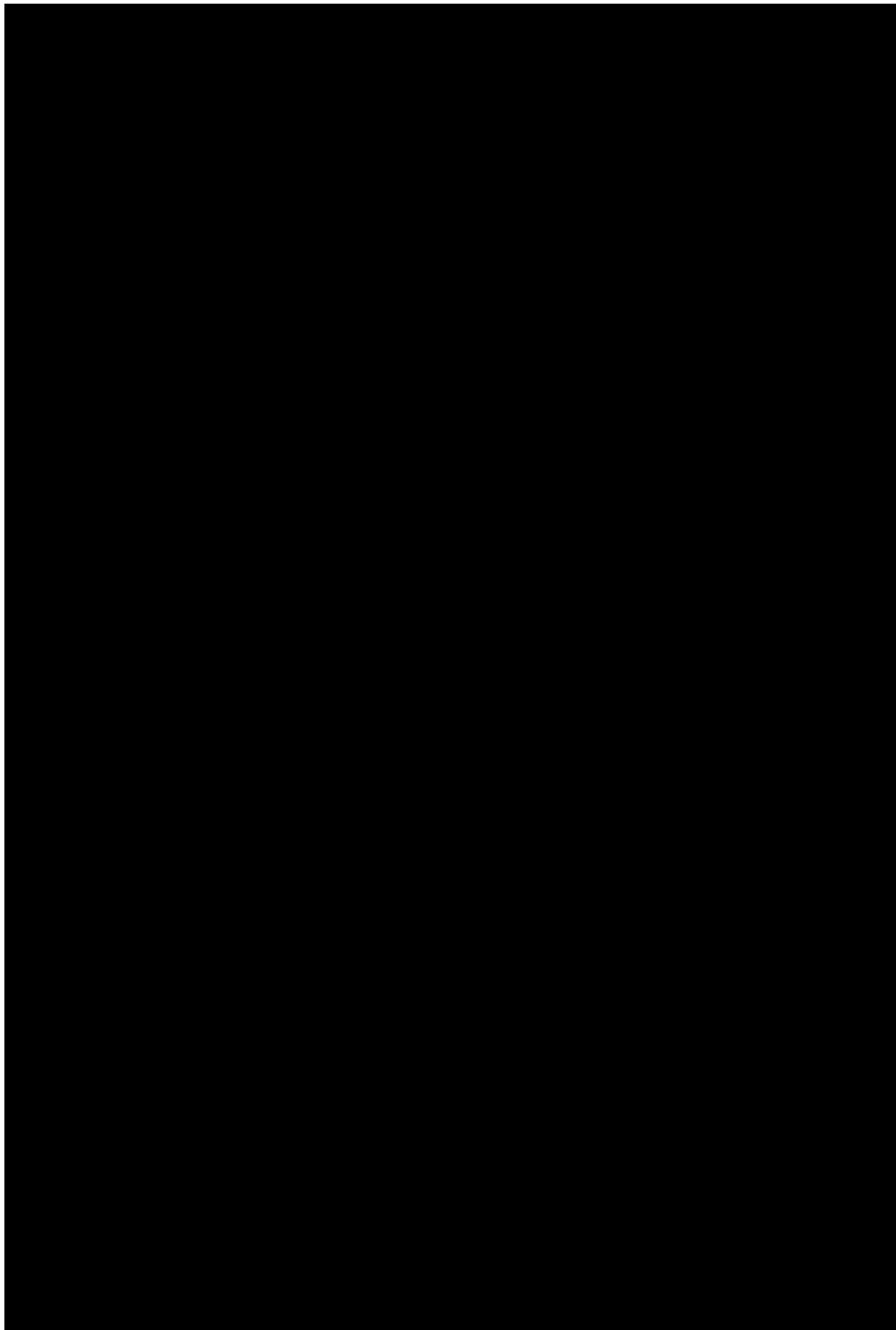




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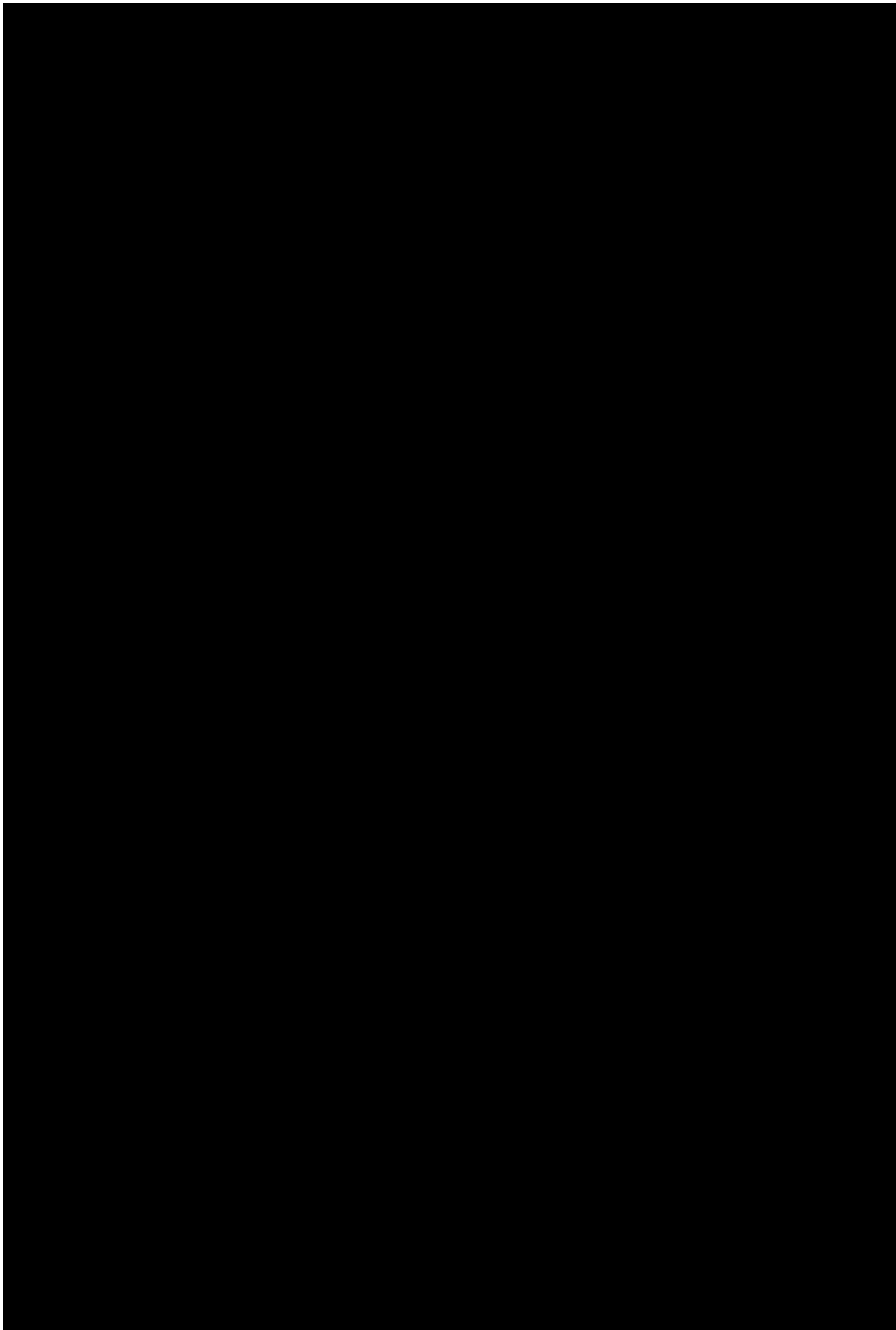
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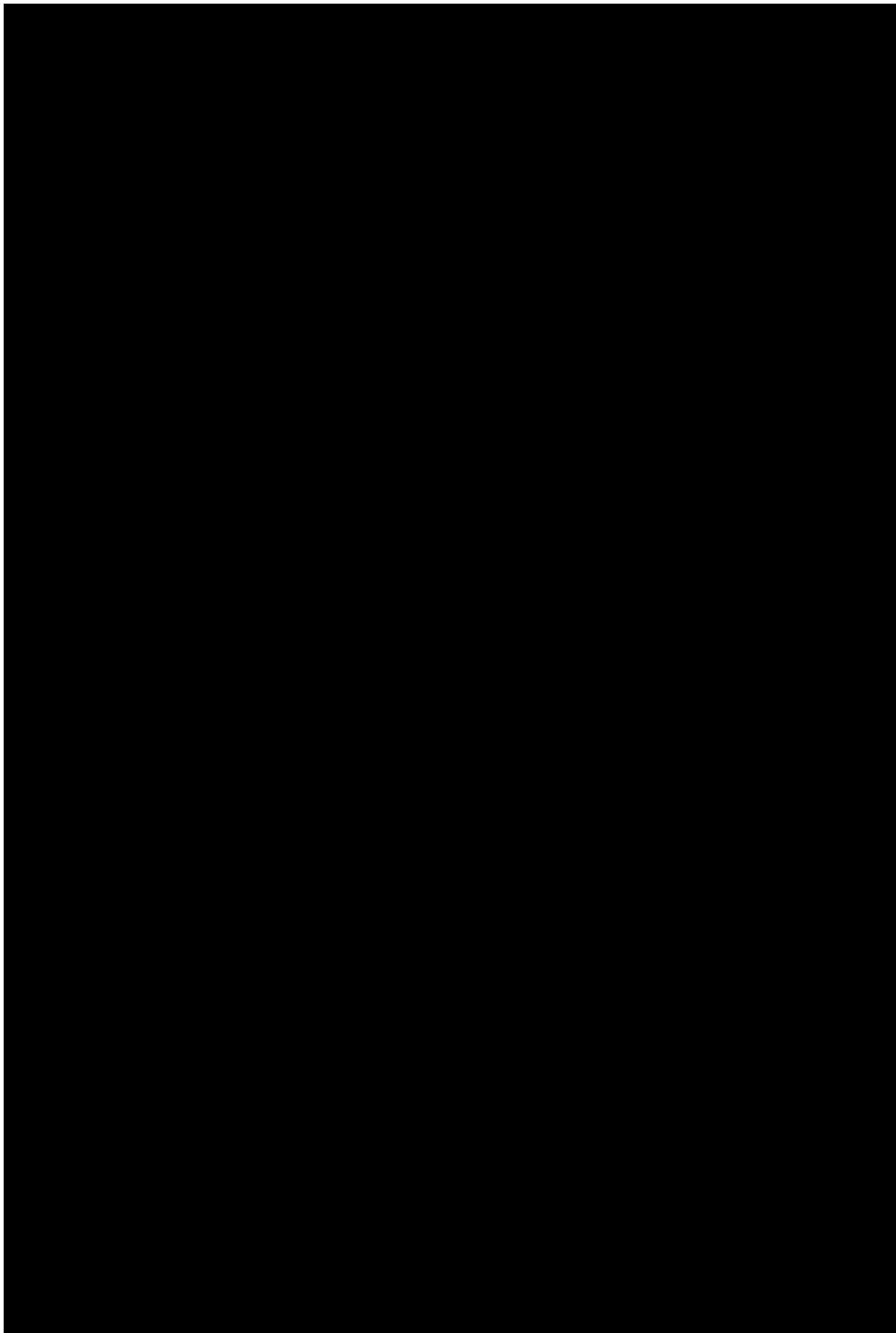
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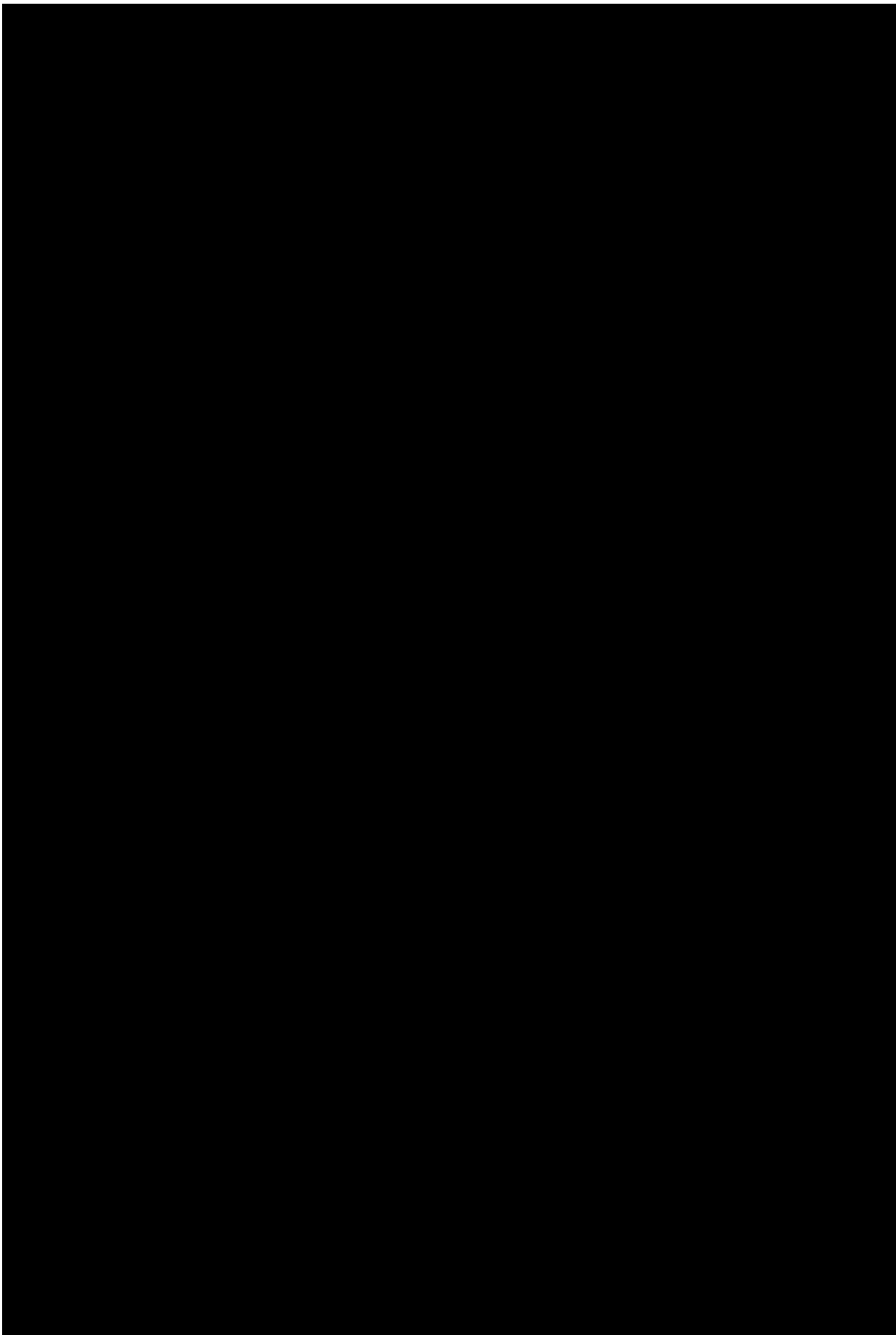
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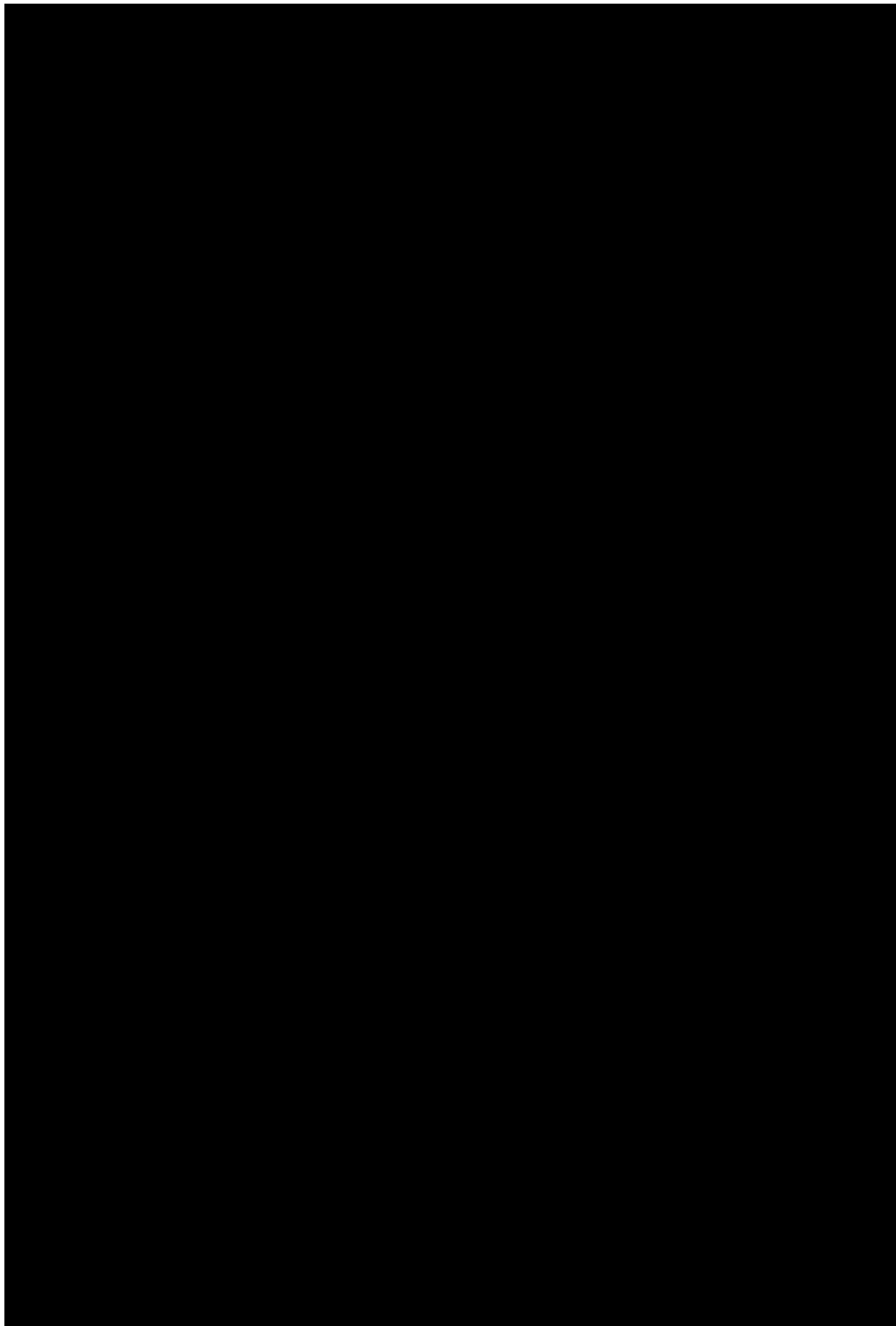
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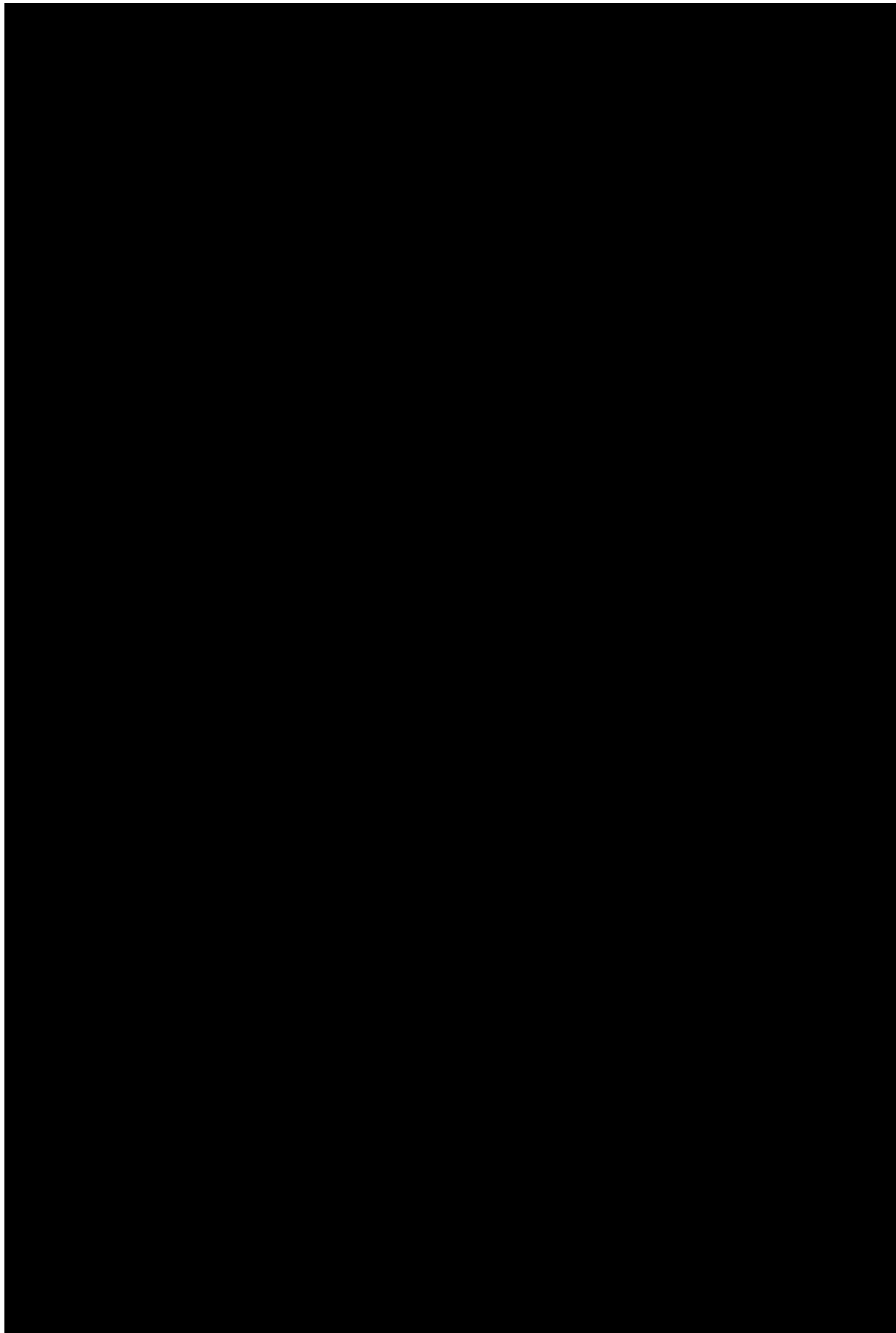
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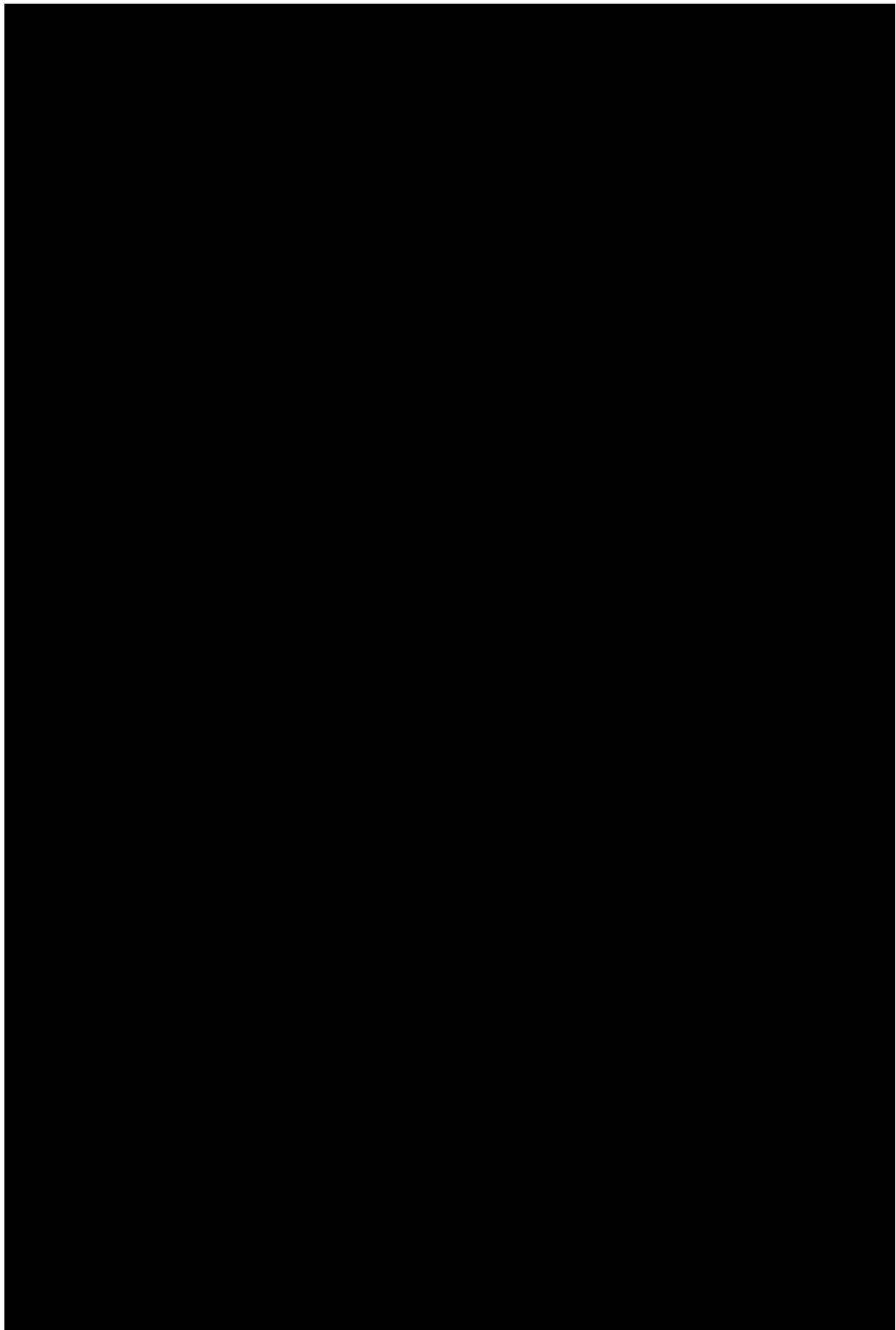
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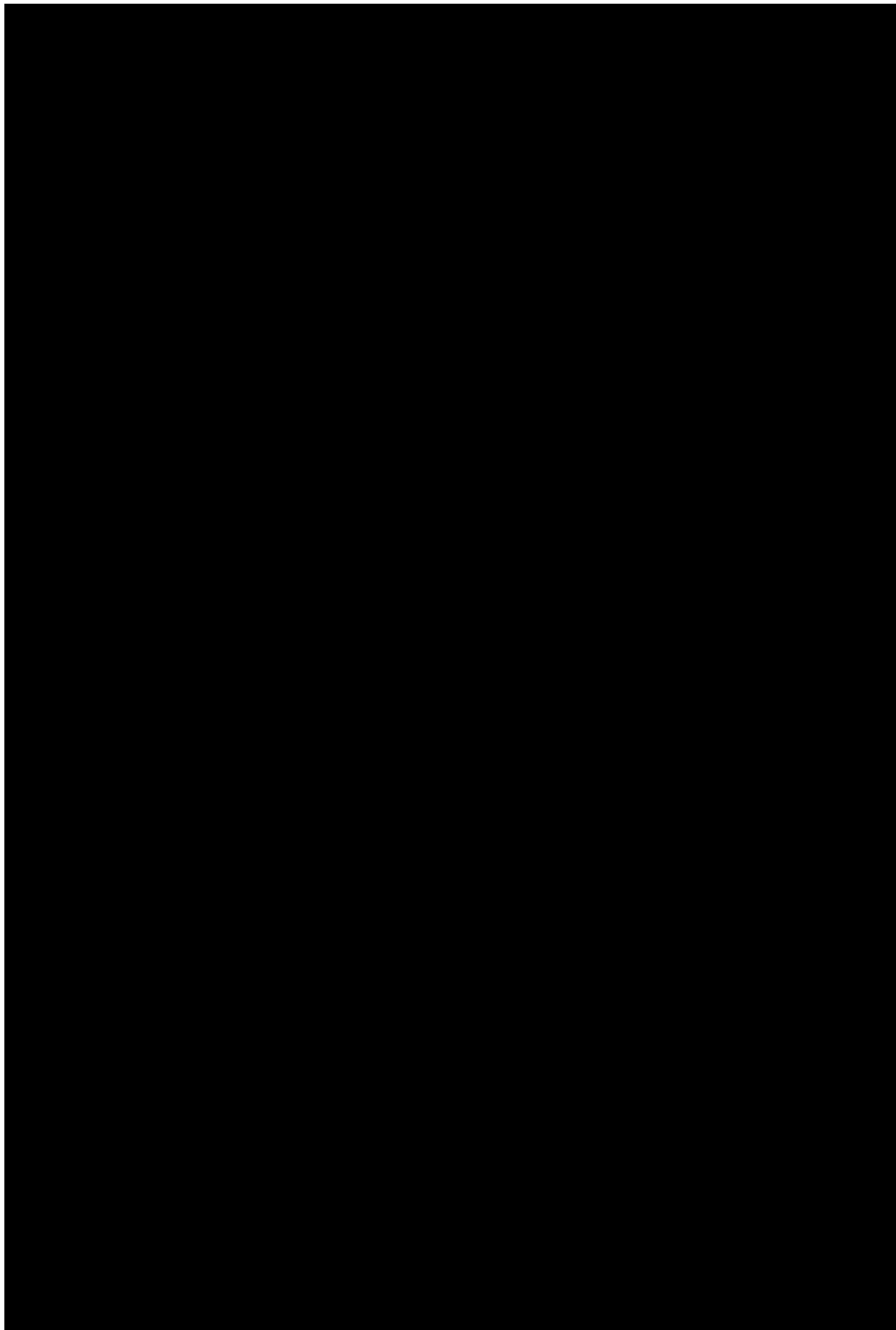




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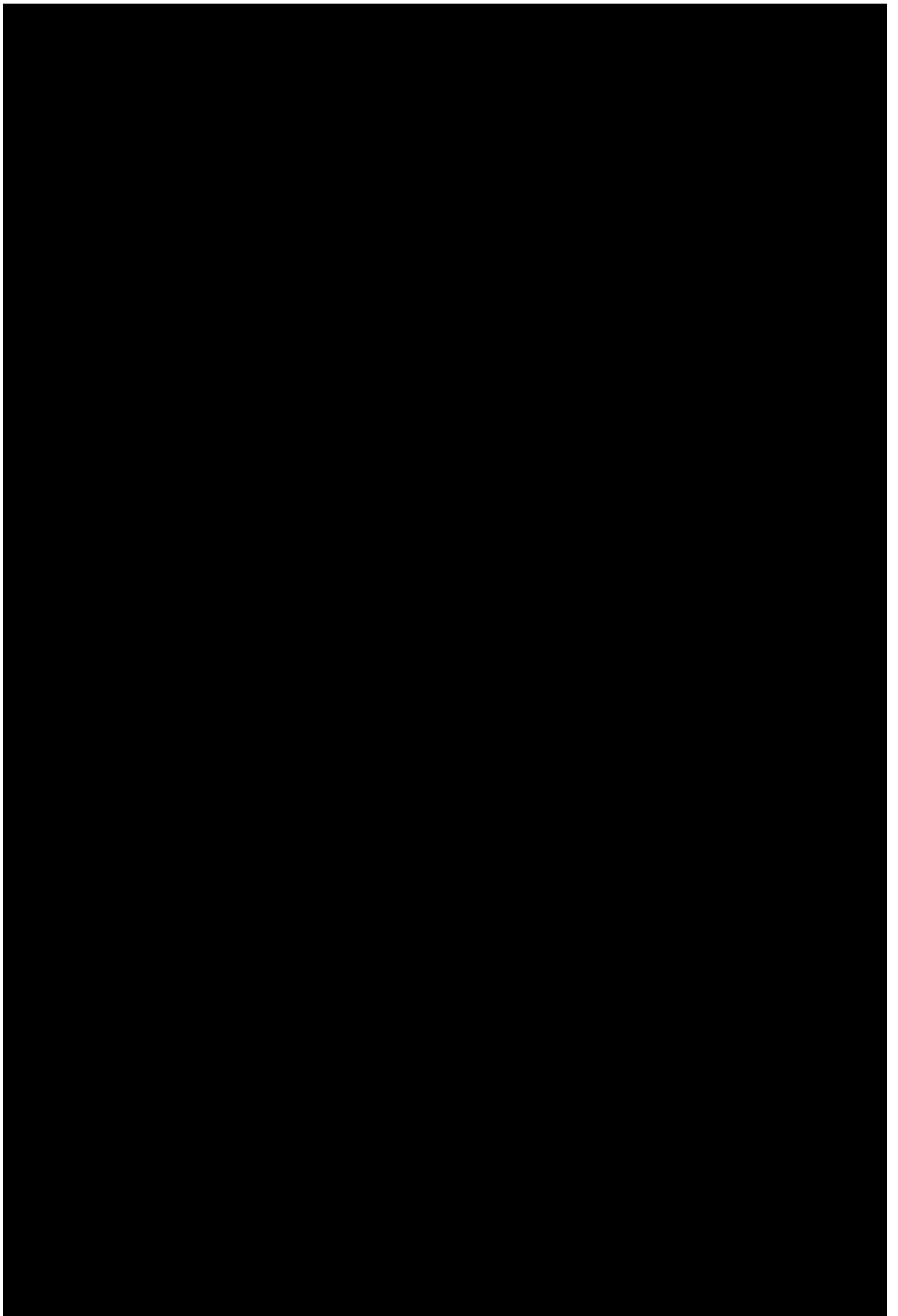
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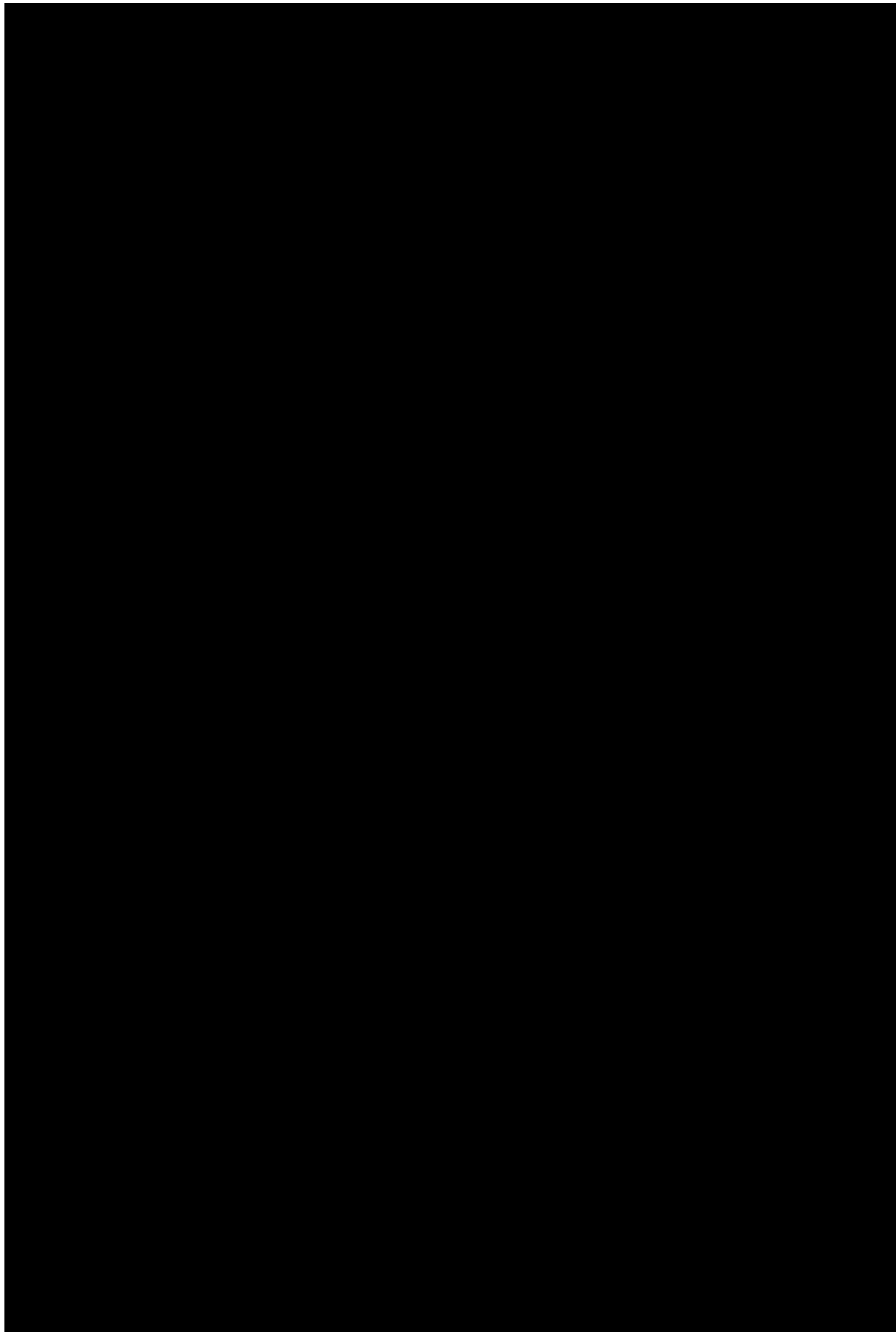
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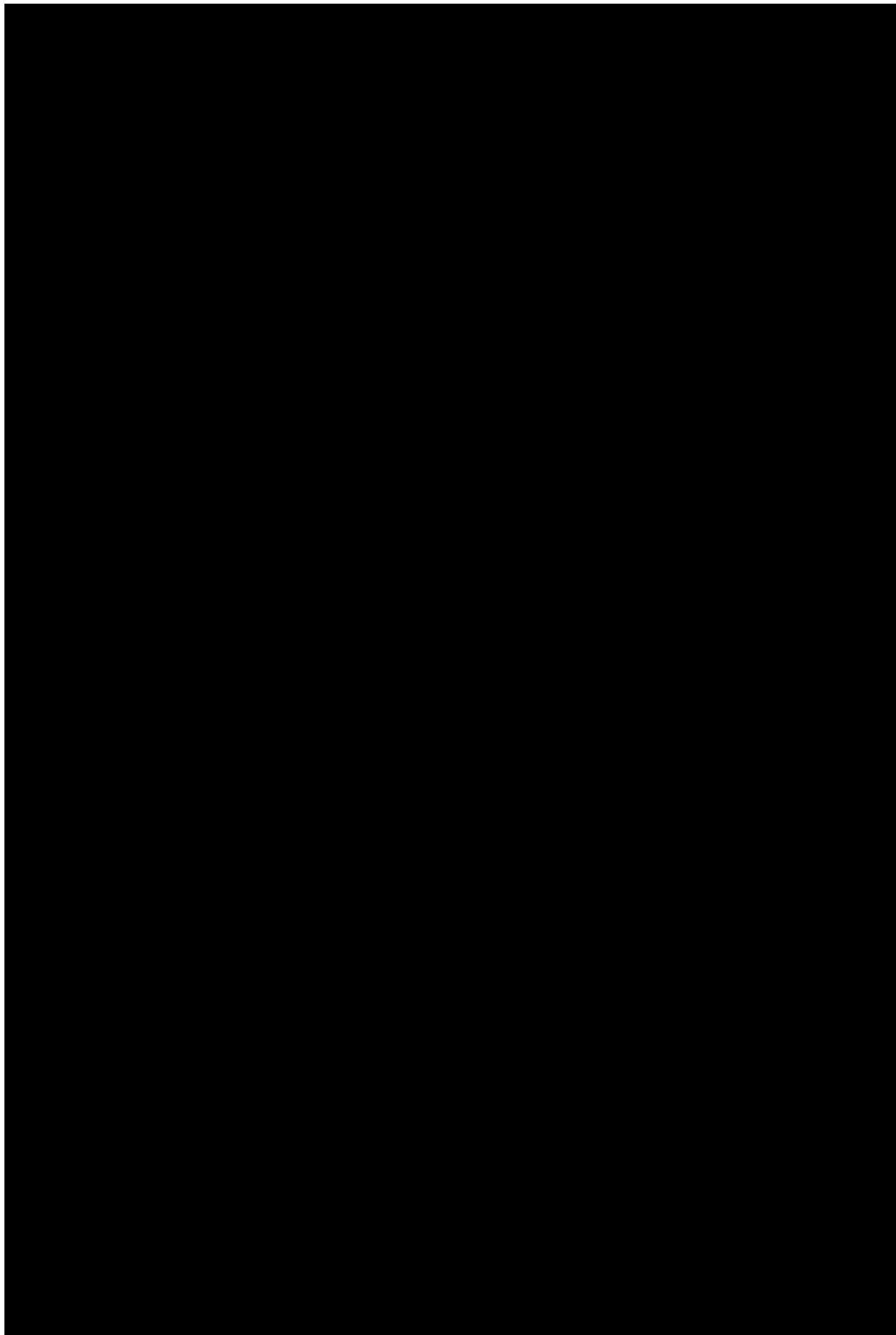
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1 THE AUTHORS GUILD, INC., et al.  
 vs.  
 2 HATHITRUST, et al.

3  
 4 I, **FREDERIC L. HABER**, do hereby certify  
 that I have read the foregoing transcript of my  
 5 testimony taken on June 4, 2012, and further  
 6 certify that it is a true and accurate record of  
 said testimony (with the exception of the  
 following corrections listed below):

7 Page Line Correction

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19  
 20 Signed under the pains and penalties of  
 21 perjury this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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 23 \_\_\_\_\_  
**FREDERIC L. HABER**

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C E R T I F I C A T E

COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX, ss.

I, Janet L. Wynne, Certified  
Shorthand/Registered Professional Reporter, a  
Notary Public in and for the Commonwealth of  
Massachusetts, do hereby certify:

That **FREDERIC L. HABER**, the witness  
whose videotaped deposition is hereinbefore set  
forth, was duly sworn by me and that such  
deposition is a true record of the testimony given  
by said witness.

I further certify that I am not related  
to any of the parties to this action by blood or  
marriage and that I am in no way interested in the  
outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my seal of office this 5th day  
of June, 2012.

*Janet L. Wynne*  
\_\_\_\_\_  
Janet L. Wynne, Notary Public  
My Commission expires:  
March 3, 2017

# **EXHIBIT I**



Bridging Content & Commerce  
for Rightsholders

Fueling Collaboration in  
Business

Supporting Knowledge - Sharing  
in Academia

Raising Copyright Awareness

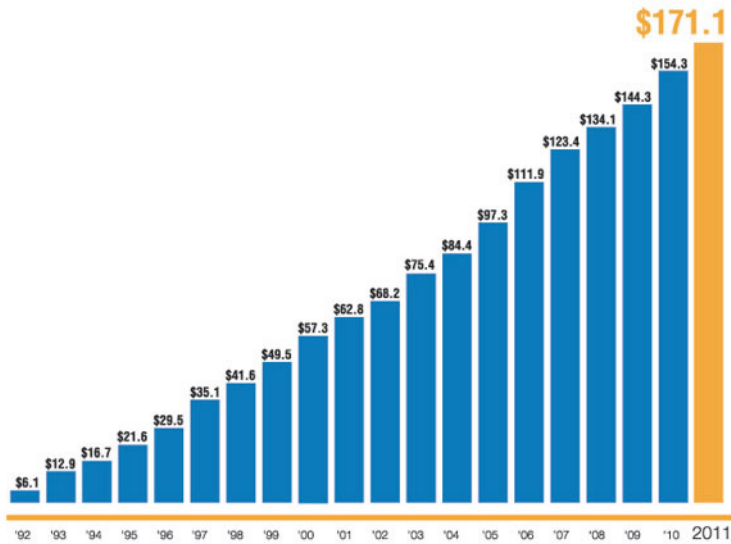
CEO Letter Financials Leadership Moving Forward

## Management Summary Financial Data

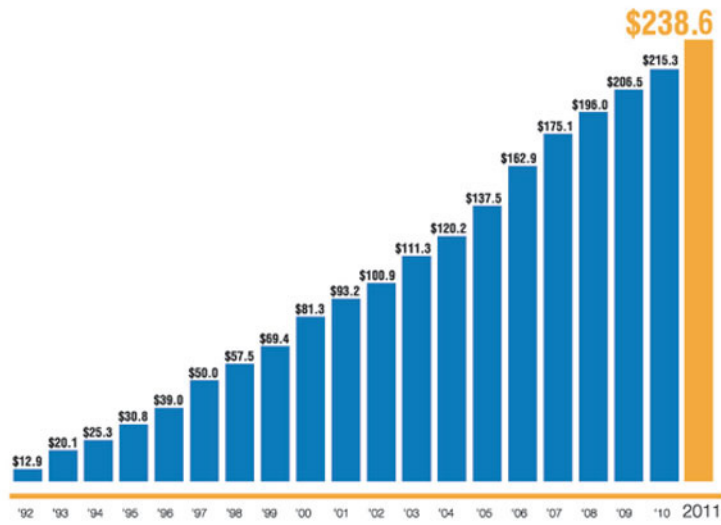
Years ended June 30, 2011 and 2010  
\$ in thousands

	2011	2010
Revenue	238,590	215,317
Royalty Payments to Rightsholders	171,064	154,272
Royalty Months Outstanding	5	5
Revenues per Employee	982	931

### Growth in Royalty Payments *in Millions*



### Growth in Revenue *in Millions*



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# **EXHIBIT J**

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### Topics

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  - Amazon Kindle Terms, Warranties, and Notices
  - Kindle, Kindle Touch, and Kindle Fire One-Year Limited Warranty
  - Kindle License Agreement and Terms of Use**
  - Kindle Keyboard One-Year Limited Warranty
  - Kindle (Free 3G) One-Year Limited Warranty
  - Kindle (U.S. Wireless) One-Year Limited Warranty
  - Amazon Kindle Leather Cover with Light for Kindle Keyboard
  - Kindle Return Policies
  - Source Code Notice
  - Recycling Amazon Kindle
  - CTIA 1725 Battery Safety Statements
  - Kindle Terms
  - Amazon Silk Terms & Conditions
  - Additional Notices for Kindle Fire

### Troubleshooting & User Guides

- Diagnose your Kindle
- Download a User Guide
- Troubleshooting Wi-Fi
- Manage Your Kindle

### Other Help Areas

- Shipping & Delivery
- Changing or Canceling Orders
- Returns and Refunds
- Problem with an Order
- Payment, Pricing & Promotions
- Placing an Order
- Kindle
- MP3, Instant Video & Apps
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Search Help

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Last updated: September 28, 2011

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3. Device and Software
4. General

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- Kindle Help Forum

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