

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

ATLANTIC RECORDING	)	
CORPORATION, LAFACE	)	
RECORDS LLC, SONY MUSIC	)	
ENTERTAINMENT, UMG	)	Civil Action No.:
RECORDINGS, INC., and WARNER	)	
BROS. RECORDS INC.,	)	1:17-CV-00431-AT
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
SPINRILLA, LLC and JEFFERY	)	
DYLAN COPELAND,	)	
	)	
Defendants.	)	

**ANSWER OF DEFENDANTS**

Defendants Spinrilla, LLC and Jeffery Dylan Copeland (“Defendants”) file this Answer to Plaintiffs’ Complaint and state as follows:

**Introduction**

1.

As described throughout this Answer, Plaintiffs and Defendants have been cooperating for years in a variety of ways to successfully prevent and remove unauthorized music from Spinrilla.com. Plaintiffs and Defendants have also cooperated when Plaintiffs’ have requested that its music be promoted and distributed by Spinrilla. This cooperation can and should continue as it benefits not

only the parties to this lawsuit, but more importantly, it benefits independent artists and their millions of fans.

2.

In the event Plaintiffs no longer wish to partner with Spinrilla and instead prosecute infringement claims against Defendants, Defendants are shielded from liability by the Digital Millennium Copyright Act (“DMCA”). By enacting the DMCA, Congress recognized that valuable services such as Spinrilla would not exist if they were liable for content uploaded to their servers. For that reason, Congress wisely chose to protect services such as Spinrilla – protection Spinrilla has earned and deserves.

### **Affirmative Defenses**

3.

Some or all of the claims in the Complaint fail to state a claim upon which relief can be granted.

4.

To the extent Plaintiffs claim copyright infringement in a work that is distinct from the copyright registrations asserted in the Complaint, the Complaint fails to state a claim for which relief can be granted.

5.

Some or all of the claims in the Complaint are barred by the doctrine of unclean hands.

6.

Some or all of the claims in the Complaint are barred by the statute of limitations and/or by the doctrine of laches.

7.

Some or all of the claims in the Complaint are barred by the doctrine of estoppel.

8.

Some or all of the claims in the Complaint are barred because Plaintiffs' copyrights are invalid and/or unenforceable.

9.

Some or all of Plaintiffs' claims in the Complaint are barred by the Digital Millennium Copyright Act, 17 U.S.C. § 512 *et seq.*

10.

Some or all of Plaintiffs' claims in the Complaint are barred by the doctrine of fair use.

11.

Some or all of the claims in the Complaint are barred by the doctrines of waiver or release, or both.

12.

Some or all of the claims in the Complaint are barred by Plaintiffs' failure to mitigate their alleged damages.

13.

Some or all of the claims in the Complaint are barred by Plaintiffs' license (express or implied), consent, and acquiescence to Defendants' use.

14.

Some or all of the claims in the Complaint are barred because the alleged infringement was not caused by a volitional act attributable to Defendants.

15.

Some or all of the claims in the Complaint are barred because Plaintiffs cannot establish that Defendants' service is incapable of substantial non-infringing use.

16.

Some or all of the claims in the Complaint are barred because Defendants' conduct was in good faith and with non-willful intent, at all times.

17.

Plaintiffs' damages, if any, are limited or eliminated by Defendants' innocent intent.

18.

Plaintiffs' claims are bared in whole or in part by the doctrine of copyright misuse.

19.

Defendants reserve the right to assert additional affirmative defenses as they become apparent through investigation and discovery.

**Answers to the Numbered Paragraphs in the Complaint**

1.

Defendants deny the assertions in Paragraph 1 of the Complaint. In further response, Defendants state that long before this lawsuit was filed, Defendants voluntarily took multiple precautions to block unauthorized music from being published on Spinrilla.com. For example, Spinrilla partnered with Audible Magic Corporation, a leading content identification service, to scan every song for music belonging to Plaintiffs before a song was published on Spinrilla.com. Defendants believe that all of the Plaintiffs also currently partner with Audible Magic. In fact, Plaintiffs suggested to Mr. Copeland that Spinrilla use Audible Magic. To Defendants' knowledge, Audible Magic detected Plaintiffs' music in tens of

thousands of uploaded (but unpublished) songs, which allowed Defendants to block publication of those songs. If Plaintiffs' music was not detected by Audible Magic and was therefore published on Spinrilla.com, that fact was not known or knowable to either Defendant, unless or until a Plaintiff sent a takedown notice to Spinrilla. With respect to takedown notices, Spinrilla has received more than 400 of them – mostly from the Plaintiffs – and Defendants are not aware of a single takedown request which Spinrilla did not immediately satisfy. Spinrilla's use of Plaintiffs' partner, Audible Magic, and swift and complete fulfillment of takedown requests are just two of the several safeguards Defendants took to block unauthorized music from being published on Spinrilla.com.

2.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations in the first sentence of Paragraph 2 of the Complaint, and therefore those allegations are denied. Defendants admit that Spinrilla operates the website spinrilla.com and associated mobile applications for the iOS and Android operating systems. All other allegations of Paragraph 2 of the Complaint are denied.

3.

Defendants admit that “[t]hrough the Spinrilla website and apps, users with an artist account can upload content” onto the Spinrilla Website. Plaintiffs are also

correct that Spinrilla has “uploaded and publicly advertised the availability of” some of Plaintiffs’ copyrighted works;” however, Spinrilla did this at Plaintiffs’ request and with Plaintiffs’ permission. All other allegations in Paragraph 3 of the Complaint are denied.

4.

Defendants admit that Spinrilla is a widely popular online service provider for mixtape music. Spinrilla’s marketing of some of Plaintiffs’ music, which was done at Plaintiffs’ request, may have contributed to Spinrilla’s popularity. All other allegations in Paragraph 4 of the Complaint are denied.

5.

Spinrilla realizes revenue from monthly subscribers (including premium memberships) and from advertisers. The remaining allegations in Paragraph 5 of the Complaint are denied.

6.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations in the first sentence of Paragraph 6 of the Complaint, and therefore those allegations are denied. The other allegations of Paragraph 6 are also denied.

7.

The allegations in Paragraph 7 of the Complaint consist of legal conclusions which require no response from Defendants. To the extent any additional response is required, the allegations are denied.

8.

The allegations in Paragraph 8 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 8 of the Complaint, and therefore they are denied.

9.

The allegations in Paragraph 9 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 9 of the Complaint, and therefore they are denied.

10.

The allegations in Paragraph 10 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the

allegations contained in Paragraph 10 of the Complaint, and therefore they are denied.

11.

The allegations in Paragraph 11 of the Complaint consist of legal conclusions which require no response from Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 11 of the Complaint, and therefore they are denied.

12.

The allegations in Paragraph 12 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants are without sufficient knowledge to admit or deny the allegations contained in Paragraph 12 of the Complaint, and therefore they are denied.

13.

The allegations in Paragraph 13 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 13 of the Complaint, and therefore they are denied.

14.

The allegations in Paragraph 14 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 14 of the Complaint, and therefore they are denied.

15.

The allegations in Paragraph 15 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 15 of the Complaint, and therefore they are denied.

16.

The allegations in Paragraph 16 of the Complaint are not directed at Defendants. To the extent any additional response is required, Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 16 of the Complaint, and therefore they are denied.

17.

Defendants admit that Spinrilla is a Georgia domestic limited liability with its principal office located in Atlanta, Georgia. Spinrilla is the owner and operator of Spinrilla.com and related mobile applications. The other allegations in Paragraph 17 of the Complaint are denied.

18.

The allegations in Paragraph 18 of the Complaint are admitted.

19.

The allegations in Paragraph 19 are denied.

20.

The allegations in Paragraph 20 of the Complaint called for legal conclusions, and therefore require no response from Defendants.

21.

Defendants admit that this Court has personal jurisdiction over Defendants as Defendants are residents of Georgia and have transacted business within Georgia. The other allegations in Paragraph 21 of the Complaint are denied.

22.

Defendants admit that venue is proper under 28 U.S.C. §§ 1391 and 1400(a) because it is the judicial district in which at least one of the Defendants resides, and because all of the Defendants are residents of Georgia. Defendants lack

knowledge or information sufficient to form a belief about the truth of allegations contained in Paragraph 22 of the Complaint, and therefore they stand denied.

23.

The allegations in Paragraph 23 of the Complaint are admitted.

24.

The allegations in Paragraph 24 of the Complaint are admitted except that, at Plaintiffs' request, Spinrilla included a "Purchase" button on Spinrilla.com. This feature drives sales of copies of Plaintiffs' copyrighted works. By clicking on that "Purchase" button, a user of Spinrilla.com would leave there and be redirected to a separate landing page of a digital retailer, often one of the Plaintiff's iTunes pages, where that Spinrilla user may then purchase sound recordings from Plaintiffs. Spinrilla does not receive any money in exchange for leading its user's to digital retailers, including Plaintiffs' iTunes page.

25.

The allegations in Paragraph 25 of the Complaint are admitted.

26.

Defendants admit that the "Charts" section of Spinrilla.com allows users to search for content by daily, monthly, or all-time popularity. Defendants also admit that when a user selects a playlist the user is brought to a page containing a list of sound recordings within that playlist. Defendants deny that all songs in the

“Charts” section can be streamed or downloaded. Some mixtapes that are set to “stream only” can appear in the “Charts” section; thus, a listener is unable to download those “stream only” mixtapes from the “Charts” section. All other allegations in Paragraph 26 of the Complaint are denied.

27.

Defendants admit that Spinrilla.com possesses a search bar. Defendants deny Plaintiffs’ assertion that either Defendant influences or controls the “Auto Complete” function of the search bar present on Spinrilla.com; rather, that feature is a product called Swiftype, which Spinrilla licenses from a non-party software provider. The remaining allegations in Paragraph 27 of the Complaint are admitted.

28.

The allegations in Paragraph 29 of the Complaint are admitted.

29.

The allegations in Paragraph 29 of the Complaint are admitted.

30.

Plaintiffs’ information as alleged in Paragraph 30 of the Complaint is incorrect and therefore these allegations are denied.

31.

Defendants admit that the first version of the Spinrilla iOS application was made in 2013. The other information Plaintiffs recite in Paragraph 31 is incorrect and therefore those allegations are denied.

32.

The allegations in Paragraph 32 of the Complaint are admitted.

33.

The allegations in the first two sentences of Paragraph 33 of the Complaint are admitted. Plaintiffs are incorrect about the “separate website” described in Paragraph 33 of the Complaint and therefore those allegations are denied. Defendants lack knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 33, and therefore they are denied.

34.

In response, Defendants state that the Spinrilla mobile applications contain sections labelled “New Releases,” “Popular,” “Singles,” and “Upcoming.” The Spinrilla mobile applications also contain a search feature. The Spinrilla mobile applications also allow a user to share a song. Defendants admit that a user of the Spinrilla mobile application must either create an account or log in using their Spinrilla.com email and password in order to use the mobile application. All other allegations in Paragraph 34 of the Complaint are denied.

35.

The allegations Plaintiffs assert in Paragraph 35 of the Complaint are incorrect and are therefore denied.

36.

The allegations of Paragraph 36 of the Complaint are admitted.

37.

Defendants admit that when a user selects a thumbnail corresponding to a playlist, the user is brought to a page showing an image and identifying sound recordings included in the playlist. Defendants admit that when a user selects a thumbnail corresponding to an individual track, the user is brought to a page that begins streaming the track. All other allegations in Paragraph 37 of the Complaint are denied.

38.

The allegations in Paragraph 38 of the Complaint are admitted. In further response, Plaintiffs are reminded that the features described in this paragraph of the Complaint are standard features for online service providers such as Spinrilla.

39.

Defendants admit that the Spinrilla mobile applications contain a “Radio” option. Defendants admit that a user may skip a track played through the “Radio”

option after listening to at least thirty seconds. All other allegations in Paragraph 39 of the Complaint are denied.

40.

Defendants admit that the Spinrilla mobile applications contain a search bar. All other allegations in Paragraph 40 of the Complaint are denied.

41.

The allegations in Paragraph 41 of the Complaint are denied. In further response, Plaintiffs are reminded that the membership features described in this paragraph of the Complaint are standard features for online service providers such as Spinrilla.

42.

The allegations in Paragraph 42 of the Complaint are admitted. In further response, Plaintiffs are reminded that the membership features described in this paragraph of the Complaint are standard features for online service providers such as Spinrilla.

43.

The allegations in Paragraph 43 of the Complaint are admitted. In further response, Plaintiffs are reminded that the membership features described in this paragraph of the Complaint are standard features for online service providers such as Spinrilla.

44.

The allegations in Paragraph 44 of the Complaint are admitted. In further response, Plaintiffs are reminded that the membership features described in this paragraph of the Complaint are standard features for online service providers such as Spinrilla.

45.

Defendants admit that Spinrilla serves an important role in the music industry eco-system and fulfilling that unmet need has, in turn, made Spinrilla popular. In fact, both before and after Plaintiffs filed this lawsuit, Plaintiffs' have requested that Spinrilla host, distribute, and promote Plaintiffs' music on Spinrilla's properties. In further response to the allegations in this paragraph, Defendants admit that Spinrilla has received many positive reviews. Any remaining allegations in Paragraph 45 of the Complaint are denied.

46.

In response to the allegations in Paragraph 46 of the Complaint, Defendants incorporate herein their response to Paragraph 45 of the Complaint. Any remaining allegations in Paragraph 46 of the Complaint are denied.

47.

The allegations in the first sentence of Paragraph 47 of the Complaint are denied because Spinrilla does not "obtain" any sound recordings. As to the

allegations in the second sentence, Plaintiffs are correct that no one can upload music to Spinrilla's server with successfully completing the application process for an artist account. The remaining allegations in the second sentence are denied because Plaintiffs do not accurately describe that application process. Plaintiffs are correct that Spinrilla employs a "rigorous artist screening process." Any other allegations in this paragraph are denied.

48.

Defendants admit the allegations in Paragraph 48 of the Complaint except denies Plaintiffs' parenthetical definition of the word "mixtapes" as that definition is too narrow and/or vague.

49.

Plaintiffs incorrectly describe this feature on Spinrilla and therefore the allegations in Paragraph 49 of the Complaint are denied.

50.

Defendants lack knowledge and information sufficient to form a belief about the ownership or control allegations in Paragraph 50 of the Complaint, and therefore such allegations are denied. For the same reason, Defendants also lack sufficient knowledge and information sufficient to form a belief about the numerical data in this paragraph. To further assist Plaintiffs in understanding Spinrilla's business, Defendants state that the numerical data (*e.g.*, "4,000

streams”) displayed for a mixtape is an average across that mixtape. For example, if there are ten songs on a mixtape and one song has 5,000 streams while the nine other songs have zero streams, Spinrilla will display the mixtape as having “500 streams.” Any remaining allegations in this paragraph are denied.

51.

Plaintiffs misunderstand this portion of Spinrilla’s business and therefore the allegations in Paragraph 51 of the Complaint are denied.

52.

Plaintiffs misunderstand this portion of Spinrilla’s business and therefore the allegations in Paragraph 52 of the Complaint are denied.

53.

The allegations in Paragraph 53 of the Complaint are denied. In further response, Plaintiffs and Defendants have successfully partnered to block and remove infringing music from Spinrilla. Plaintiffs communicated approximately 400 takedown notices to Spinrilla and Spinrilla responded to them all by immediately removing the accused files. Importantly though, Defendants never received from any Plaintiff a takedown request for the music described in Paragraph 53 of the Complaint. In further cooperation with Plaintiffs, Defendants learned of the presence of this content on Spinrilla by reading Plaintiffs’ Complaint

and responded by immediately removing this content. Any remaining allegations in this paragraph are denied.

54.

The allegations in Paragraph 54 of the Complaint are denied. In further response, Defendants state that, in addition to other safeguards, at the suggestion of at least one Plaintiff, Spinrilla voluntarily and at significant expense, engaged Audible Magic to scan every file uploaded to Spinrilla's servers for unauthorized music. Also, as mentioned previously, Spinrilla immediately fulfilled every takedown request it received from Plaintiff.

55.

The allegations in Paragraph 55 of the Complaint are denied. Plaintiffs communicated approximately 400 takedown notices to Spinrilla and Spinrilla responded to them all by immediately removing the accused files. Importantly though, Defendants never received from any Plaintiff a takedown request for the music described in Paragraph 55 of the Complaint. In further cooperation with Plaintiffs, Defendants learned of the presence of this content on Spinrilla by reading Plaintiffs' Complaint and responded by immediately removing this content. Any remaining allegations in this paragraph are denied.

56.

Plaintiffs' misunderstand this portion of Spinrilla's business and therefore the allegations in Paragraph 56 of the Complaint are denied.

57.

The allegations in the first sentence of Paragraph 57 of the Complaint are denied. Defendants admit using a non-party provider's software product for users to search on Spinrilla.com, but deny Plaintiffs' implication that Spinrilla provides that search capability for the purpose of allowing Spinrilla users to find "infringing music." In further response, Plaintiffs are reminded that many if not all successful online service providers include site search features. In further response, Plaintiffs and Defendants have cooperated well in that Plaintiffs have communicated hundreds of takedown notices to Defendants and Spinrilla immediately fulfilled each of them. In further cooperation with Plaintiffs, Defendants learned of the presence on Spinrilla of the music described in this paragraph by reading Plaintiffs' Complaint and Defendants immediately removed it. Any remaining allegations in this paragraph are denied.

58.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 58 of the Complaint, and therefore they are denied.

59.

The allegations in the first sentence of Paragraph 59 of the Complaint are denied. Defendants admit using a non-party provider's software product for users to search on Spinrilla.com, but deny Plaintiffs' implication that Spinrilla "allows users to easily and openly access infringing material." Defendants lack knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in Paragraph 59 of the Complaint, and therefore they are denied. In further response, Plaintiffs and Defendants have cooperated well in that Plaintiffs have communicated hundreds of takedown notices to Defendants and Spinrilla immediately fulfilled each of them. In further cooperation with Plaintiffs, Defendants learned of the presence on Spinrilla of the music described in this paragraph by reading Plaintiffs' Complaint and Defendants immediately removed it. Any remaining allegations in this paragraph are denied.

60.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 60 of the Complaint, and therefore they are denied.

61.

The allegations in the first sentence of Paragraph 61 of the Complaint are denied. Defendants admit using a non-party provider's software product for users

to search on Spinrilla.com. Defendants deny Plaintiffs' implication that Spinrilla "allows users to easily find, download, and stream infringing content." Plaintiffs are reminded that most successful online service providers include a site search feature. Defendants lack knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in Paragraph 61 of the Complaint, and therefore they stand denied. In further response, Defendants state that Plaintiffs and Defendants have worked together successfully for years to market some of Plaintiffs' music and to prevent unauthorized music from being published on Spinrilla.com. For example, Plaintiffs and Spinrilla both partner with Audible Magic to detect unauthorized music before it is published. Also, when Plaintiffs have made Spinrilla aware of unauthorized music published on Spinrilla.com, Spinrilla immediately removed that music. Plaintiffs have made Spinrilla aware of such music both formally (namely, through DMCA takedown notices) and informally. Finally, Defendants learned of the presence on Spinrilla of the music described in this paragraph by reading Plaintiffs' Complaint and Defendants responded by immediately removing it. Any remaining allegations in this paragraph are denied.

62.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 62 of the Complaint, and therefore they stand denied.

63.

The allegations in Paragraph 63 of the Complaint are denied. In further response, Defendants state that Plaintiffs and Spinrilla have worked together for years to prevent unauthorized music from being published on Spinrilla, including, among other things, Plaintiffs formally and informally requesting removal of such music from Spinrilla.com. Spinrilla immediately fulfilled each of Plaintiffs' requests.

64.

The allegations in Paragraph 64 of the Complaint are denied. In further response, much if not all of the music referred to in this paragraph was promoted by Spinrilla at Plaintiffs' request.

65.

The allegations in Paragraph 65 of the Complaint are denied. In further response, Defendants incorporate herein the second sentence of its response to Paragraph 64, above.

66.

The allegations in Paragraph 66 of the Complaint are denied. In further response, Spinrilla's actions, as alleged in this paragraph, were taken at the request of at least one Plaintiff.

67.

Defendants lack knowledge and information sufficient to form a belief about the extent of Atlantic's legal rights in *Slime Season 3*, and those allegations in this paragraph are denied. In further response, Defendants state that Spinrilla's actions, as alleged in this paragraph, were taken at the request of at least one Plaintiff. Furthermore, at least one Plaintiff specifically requested that Spinrilla include a "Purchase" button on the webpage shown in the screenshot in Paragraph 66 of the Complaint. Clicking on that "Purchase" button would result in a Spinrilla.com user's web browser leaving Spinrilla.com and going to an Atlantic-owned webpage on iTunes where *Slime Season 3* could be purchased from Atlantic through iTunes. Spinrilla did not take a commission or any money in exchange for leading its user's to Atlantic's iTunes page for *Slime Season 3*. Any other allegations in this paragraph are denied.

68.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 68 of the Complaint, and therefore they are denied.

69.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 69 of the Complaint, and therefore they are denied.

70.

Defendants repeat, reallege, and fully incorporate all preceding paragraphs by reference as if set forth fully herein.

71.

The allegations in Paragraph 71 of the Complaint are denied.

72.

The allegations in Paragraph 72 of the Complaint are denied.

73.

The allegations in Paragraph 73 of the Complaint are denied.

74.

The allegations in Paragraph 74 of the Complaint are denied.

75.

The allegations in Paragraph 75 of the Complaint are denied.

76.

The allegations in Paragraph 76 of the Complaint are denied.

77.

Defendants repeat, reallege, and fully incorporate all preceding paragraphs by reference as if set forth fully herein.

78.

The allegations in Paragraph 78 of the Complaint are denied

79.

The allegations in Paragraph 79 of the Complaint are denied.

80.

The allegations in Paragraph 80 of the Complaint are denied.

81.

The allegations in Paragraph 81 of the Complaint are denied.

82.

The allegations in Paragraph 82 of the Complaint are denied.

83.

The allegations in Paragraph 83 of the Complaint are denied.

84.

The allegations in Paragraph 84 of the Complaint are denied.

85.

The allegations in Paragraph 85 of the Complaint are denied.

86.

The allegations in Paragraph 86 of the Complaint are denied.

87.

Defendants deny the allegations contained in the unnumbered paragraph in the Complaint titled, "Prayer for Relief." Defendants further deny that Plaintiffs are entitled to the relief sought in this paragraph. Defendants further deny any and all remaining allegations anywhere in the Complaint that they did not expressly admit.

88.

Defendants request a trial by jury on all issues so triable.

89.

WHEREFORE, Defendants request that Plaintiffs' Complaint be dismissed, with all costs cast upon Plaintiffs, for an award of its attorney's fees incurred in defending this action, and for such other relief as justified and allowed by the evidence, and as may be deemed appropriate by the Court.

Respectfully submitted this 15<sup>th</sup> day of March, 2017.

**TRUSTED COUNSEL**

/s/ David M. Lilenfeld

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SPINRILLA, LLC and JEFFERY )  
DYLAN COPELAND, )

Defendants. )

**CERTIFICATE OF SERVICE**

I certify that the foregoing **Answer of Defendants**, on March 15, 2017, was filed with the Clerk of Court using the CM/ECF system, which automatically and contemporaneously sends electronic notification and a service copy of such filing to all counsel of record:

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March 15, 2017

/s/ David M. Lilenfeld  
David M. Lilenfeld