

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

STEPHANIE CAMPBELL,

Plaintiff,

v.

GANNETT COMPANY, INC., et al.,

Defendants.

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Civil Action No. 4:21-cv-00557-RK

ANSWER OF DEFENDANTS

Defendants, Gannett Company, Inc.; Gannett Satellite Information Network, LLC, dba USAToday and The Asbury Park Press of Asbury Park, N.J. (incorrectly denominated, USAToday Sports Media Group, LLC); The News Journal Company, dba News Journal (incorrectly denominated, The News Journal Media Group); The Courier-Journal, Inc., dba Louisville Courier Journal and Florida Today; Phoenix Newspapers, Inc., dba The Arizona Republic (incorrectly denominated Arizona Republic, Inc., dba AZCentral); Gannett Vermont Publishing, Inc., dba Burlington Free Press; Gannett River States Publishing Corporation, dba The Clarion-Ledger; Memphis Publishing Company, dba The Commercial Appeal; Gatehouse Media Ohio Holdings II, Inc., dba The Columbus Dispatch; Des Moines Register and Tribune Company, dba Des Moines Register; LMG Rhode Island Holdings, Inc., dba Providence Journal (incorrectly denominated The Providence Journal Company); Gannett MHC Media, Inc., dba Argus Leader of Sioux Falls (incorrectly denominated Argus Leader Media, dba Argus); CA Florida Holdings, LLC, dba The Florida Times-Union (incorrectly denominated Gatehouse Media LLC); Visalia Newspapers LLC, dba Visalia Times – Delta; and The Journal Sentinel, Inc., dba Milwaukee Journal Sentinel (herein, collectively, “Defendants”), deny each and every allegation in Plaintiff’s Complaint that is not specifically admitted herein, and for their Answer and Defenses thereto state:

JURISDICTION AND VENUE

1. This is a copyright infringement action seeking damages and injunctive relief against various defendants who have unlawfully reproduced and distributed the unlawfully reproduced copy of Plaintiff's image around the world in association with some of the largest publications in the United States.

Response: Defendants admit that Plaintiff purports to bring this action alleging infringement of copyright, but deny an infringement and deny that Plaintiff has any viable claim.

2. The theft of Plaintiff's original image infringes on her rights under the Copyright Act of 1976 and unless enjoined, will continue to cause irreparable harm to Plaintiff.

Response: Denied.

3. Plaintiff, Stephanie Campbell, is a photographer who resides in Missouri, within this Court's jurisdiction.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

4. Infringer Gannett is a media company located in McLean, Virginia. Gannett operates a large media publication business which has an international reach and includes providing digital content to others.

Response: Gannett Co, Inc. (hereinafter "Gannett") denies any allegation of infringement, but otherwise admits this allegation.

5. Infringer USAToday is a media company located in McLean, Virginia. USAToday receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: USAToday, an unincorporated division of Gannett Satellite Information Network, LLC., (incorrectly denominated, USAToday Sports Media Group, LLC), (hereinafter “USAToday”), denies any allegation of infringement, but otherwise admits this allegation.

6. Infringer Delaware Journal is a media company located in New Castle, Delaware. Delaware Journal receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: The News Journal of Wilmington, DE, dba News Journal, (incorrectly denominated, The News Journal Media Group, dba Delaware Journal), (hereinafter “Delaware Journal”), denies any allegation of infringement, but otherwise admits this allegation.

7. Infringer Courier Journal is a media company located in Louisville, Kentucky. Courier Journal receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Courier Journal, Inc., dba Louisville Courier Journal, (hereinafter “Courier Journal”), denies any allegation of infringement, but otherwise admits this allegation.

8. Infringer AZCentral is a media company located in Phoenix, Arizona. AZCentral receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Phoenix Newspapers, Inc., dba The Arizona Republic, (incorrectly denominated Arizona Republic, Inc., dba AZCentral), (hereinafter “AZCentral”), denies any allegation of infringement, but otherwise admits this allegation.

9. Infringer Burlington Free Press is a media company located in Burlington, Vermont. Burlington Free Press receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Gannett Vermont Publishing, Inc., dba Burlington Free Press, (hereinafter “Burlington Free Press”), denies any allegation of infringement, but otherwise admits this allegation.

10. Infringer Clarion-Ledger is a media company located in Jackson, Mississippi. Clarion-Ledger receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Gannett River States Publishing Corporation, dba Clarion Ledger, (hereinafter “Clarion-Ledger”), denies any allegation of infringement, but otherwise admits this allegation.

11. Infringer Commercial Appeal is a media company located in Memphis, Tennessee. Commercial Appeal receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Memphis Publishing Company, dba The Commercial Appeal, (hereinafter “Commercial Appeal”) denies any allegation of infringement, but otherwise admits this allegation.

12. Infringer Florida Today is a media company located in Viera, Florida. Florida Today receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: The Courier-Journal, Inc., d/b/a Florida Today (hereinafter “Florida Today”), denies any allegation of infringement, but otherwise admits this allegation.

13. Infringer Columbus Dispatch is a media company located in Columbus, Ohio. Columbus Dispatch receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Gatehouse Ohio Media Holdings II, Inc., dba The Columbus Dispatch, (hereinafter Columbus Dispatch), denies any allegation of infringement, but otherwise admits this allegation.

14. Infringer Des Moines Register is a media company located in Des Moines, Iowa. Des Moines Register receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Des Moines Register and Tribune Company, dba Des Moines Register, (hereinafter “Des Moines Register”), denies any allegation of infringement, but otherwise admits this allegation.

15. Infringer Providence Journal is a media company located in Providence, Rhode Island. Providence Journal receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: LMG Rhode Island Holdings, Inc., dba Providence Journal, (incorrectly denominated The Providence Journal Company), (hereinafter “Providence Journal”), denies any allegation of infringement, but otherwise admits this allegation.

16. Infringer Argus is a media company located in Sioux Falls, South Dakota. Argus receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Gannett MHC Media, Inc., dba Argus Leader of Sioux Falls, (incorrectly denominated Argus Leader Media, dba Argus), (hereinafter “Argus”), denies any allegation of infringement, but otherwise admits this allegation.

17. Infringer App.com is a media company located in Neptune, New Jersey. App.com receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Denied. To the extent Plaintiff intends to refer to The Asbury Park Press of Asbury Park, N.J. an unincorporated division of Gannett Satellite Information Network, LLC, denominating such as “App.com,” App.com denies any allegation of infringement, but otherwise admits this allegation.

18. Infringer Florida Times is a media company located in Jacksonville, Florida. Florida Times receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: CA Florida Holdings, LLC, dba The Florida Times-Union, incorrectly denominated Gatehouse Media, LLC, (hereinafter “Florida Times”), denies any allegation of infringement, but otherwise admits this allegation.

19. Infringer Visalia Times-Delta is a media company located in Visalia, California. Visalia Times-Delta receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: Visalia Newspapers, LLC, dba Visalia Times-Delta, (hereinafter “Visalia Times-Delta”), denies any allegation of infringement, but otherwise admits this allegation.

20. Infringer Milwaukee Journal is a media company located in Madison, Wisconsin. Milwaukee Journal receives revenue from advertisers placing advertisements in their publication and subscribers purchasing subscriptions.

Response: The Journal Sentinel, Inc., dba Milwaukee Journal Sentinel, (hereinafter “Milwaukee Journal”), Journal denies any allegation of infringement, but otherwise admits this allegation.

21. This Complaint includes an action for copyright infringement under 17 U.S.C. § 501 et seq.

Response: Defendants admit that Plaintiff purports to bring this action alleging infringement of copyright, but deny that Plaintiff has any viable claim.

22. This court has jurisdiction over the subject matter of the complaint pursuant to 28 U.S.C § 1338(a) because this is a civil action arising under an Act of Congress relating to copyrights.

Response: Defendants admit that this Court has jurisdiction of the claims asserted herein, but deny that Plaintiff has any viable claim.

23. Upon information and belief, this court has personal jurisdiction over Gannett Infringers because of their substantial and continuous business contacts with the state of Missouri through marketing and advertising to Missouri residents and because the acts giving rise to this Complaint have occurred as a result of such marketing and advertising contact with the state of Missouri.

Response: Without admitting that personal jurisdiction exists against each named Defendant, Defendants do not challenge the personal jurisdiction of this Court as to only those matters alleged herein.

24. Venue is proper in this district pursuant to 28 U.S.C. § 1391 & 1400 because all Defendants conduct business within this judicial district and the acts giving rise to this Complaint are believed to have occurred within this judicial district.

Response: Without admitting that venue is proper as to each named Defendant, Defendants do not challenge venue in this Court as to only those matters alleged herein.

FACTUAL BACKGROUND

Stephanie Campbell

25. Campbell is an experienced, professional photographer.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

26. Campbell has played football in Kansas City for various teams including teams in the Women's Football Association (WFA), a professional tackle football league.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

27. During her time in the WFA, Ms. Campbell became familiar with Katie Sowers, an individual who recently gained national notoriety for becoming the NFL's first openly gay, and second full-time woman coach.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

28. With the unique combination of being a professional photographer who is also a colleague of Katie Sowers, Ms. Campbell was afforded unparalleled access to photograph Sowers at the moment she learned about her groundbreaking hire.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

29. Consequently, Ms. Campbell was able to capture high quality, close-up photographs of Sowers' reaction to the news and subsequent action shots of Sowers coaching.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

30. Among the numerous photographs taken by Ms. Campbell is the following photograph ("Sowers Photograph"):

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

31. Ms. Campbell owns the exclusive rights to the Sowers Photograph which is registered with the US Copyright Office, Reg. No. VA 2-073-437.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

32. Ms. Campbell requires that use of her photograph be attributed to her as the photographer. Generally, the photograph will include at least the name of the author of the work, Stephanie Campbell.

Response: Denied.

33. Ms. Campbell's name as used in association with the photograph constituted copyright management information under 17 U.S.C. §1202 (c)(2).

Response: Denied.

Defendant Gannett

34. Defendant Gannett is one of the largest mass media company located in America with close to 300 local and national publications with its headquarters located in McLean, Virginia.

Response: Admitted.

35. Gannett provides news content to more than 150 million readers of the various local and national publications who contribute content for use by Gannett in advertising various products and services.

Response: Admitted.

36. Gannett is a digitally focused media and marketing company involved in publishing and broadcasting media, advertising products and services to businesses and customers throughout the United States, including Missouri residents.

Response: Admitted.

37. To provide content to the various Gannett publications, Gannett maintains a content delivery network with at least one server accessible online to the public at www.gannett-cdn.com (the “Website”).

Response: Gannett admits it maintains a content delivery network through a server that makes content available to its various subsidiary and affiliated publications, including the other Defendants herein, but otherwise denies the allegations of this paragraph.

38. On the Website, Gannett posts and disseminates content for use by itself and various publishers and customers around the United States, including those located in Missouri.

Response: Gannett admits it maintains a content delivery network through a server that makes content available to its various subsidiary and affiliated publications, including the other Defendants herein, but otherwise denies the allegations of this paragraph.

39. Such content is used to market and promote Gannett, and for use by advertisers and various other publications around the United States, including Missouri.

Response: Gannett admits it maintains a content delivery network through a server that makes content available to its various subsidiary and affiliated publications, including the other Defendants herein, but otherwise denies the allegations of this paragraph.

40. Upon information and belief, Gannett created and is responsible for maintaining and operating the content delivery network.

Response: Gannett admits it maintains a content delivery network through a server that makes content available to its various subsidiary and affiliated publications, including the other Defendants herein, but otherwise denies the allegations of this paragraph.

41. Upon information and belief, Gannett receives a direct financial benefit for providing content, including the Sowers photograph to various publications around the United States, including Missouri.

Response: Gannett admits it provides content to its various subsidiary and affiliated publications, including the other Defendants herein, but otherwise denies the allegations of this paragraph.

42. Upon information and belief, Defendant Gannett has targeted dissemination of its content toward residents in the state of Missouri.

Response: Gannett admits it provides content its various subsidiary and affiliated publications, including the other Defendants herein, and that such content is available to residents of the State of Missouri, but otherwise denies the allegations of this paragraph.

Defendant Gannett's Infringement

43. Defendant Gannett reproduced Plaintiff's image, removing Ms. Campbell's name and distributed it to publications around the United States via its content delivery network.

Response: Denied.

44. Upon information and belief, the image below was unlawfully reproduced by Gannett and placed on Gannett's content delivery network for reproduction and distribution to various publications around the world, including the other Gannett Infringers.

Response: Denied.

45. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

46. Upon information and belief, the photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

47. Defendant Gannett knew it did not have permission to remove Ms. Campbell's name from the photograph.

Response: Denied.

48. Upon information and belief, Defendant Gannett intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed.

Response: Denied.

49. Upon information and belief, other users seeing the Sowers photograph without Ms. Campbell's name would believe Gannett had lawfully obtained the photograph and thus

removal of Ms. Campbell's name induced, enabled, facilitated and/or concealed the infringement of Ms. Campbell's rights in the Sower's photograph.

Response: **Denied.**

50. Upon information and belief, Defendant Gannett knew or had reason to know that removal of Ms. Campbell's copyright management information, including her name, would induce, enable, facilitate and/or conceal its infringement.

Response: **Denied.**

51. Upon information and belief, Gannett's content delivery network was configured by Gannett to create standardized content for use by various publications around the United States.

Response: **Admitted.**

52. Upon information and belief, Gannett placed the unauthorized reproduction of Plaintiff's image on its content delivery network knowing that other media companies would use the image to further reproduce and distribute the image and use commercially including in association with advertisements and to solicit advertising sales and new subscribers to their publications.

Response: **Denied.**

53. Upon information and belief, Gannett is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: **Admitted.**

54. Upon information Gannett reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its content delivery network which was then distributed to various local and national publications around the United States.

Response: Gannett admits taking a screenshot from a commercial for Microsoft® entitled “Be The One” that portrayed Katie Sowers and that was produced for purposes of display during the 2020 National Football League Super Bowl® (“BTO Ad”). Gannett further admits that the subject screen shot was a photograph of Katie Sowers. Gannett states that the BTO Ad was submitted to it by an advertising agency on behalf of Microsoft® requesting that the BTO Ad be used and made available to the public as part of USA Today’s Ad Meter program wherein persons can review and rate advertisements that run during the Super Bowl®. Gannett further admits that it used that screenshot as a link for readers of its various publications to view the BTO Ad as part of its Ad Meter program. Except to the extent specifically admitted herein, Gannett denies the allegations of this paragraph.

55. Specifically, the image was reproduced and distributed by Gannett through its content delivery network at www.gannett-cdn.com/presto/2020/01/28/USAT/84168c40-5c4f-4921-88ae-2a1a2c1ccef8-Screen_Shot_2020-01-28_at_11.11.01_AM.png.

Response: Admitted.

56. Upon information and belief, Defendant Gannett distributed the image through its content delivery network knowing that such image was reproduced without permission and intending that the unlicensed reproduction would be used by the other Gannett Infringers, including: Infringer USA Today, Infringer Delaware Journal, Infringer Courier Journal, Infringer AZCentral, Infringer Burlington Free Press, Infringer Clarion-Ledger, Infringer Commercial Appeal, Infringer Florida Today, Infringer Columbus Dispatch, Infringer Des Moines Register, Infringer Providence Journal, Infringer Argus, Infringer App.com, Infringer Florida Times, Infringer Vasilia Times-Delta, and Infringer Milwaukee Journal.

Response: Denied.

57. Defendant Gannett knew of the infringement of the Sowers Photograph, at least as early as when they received notice of the ongoing infringement on or about January 2021 and despite receiving notice, the infringement continued.

Response: Denied.

58. The unauthorized screen shot of the Sowers Photograph was reproduced and distributed without authorization as part of the content delivery network.

Response: Denied.

59. The unauthorized screen shot obtained by Gannett was used to create a webpage for each of the other Gannett Infringers and as the visual image for a video which was located on the webpage for each of the other Gannett infringers.

Response: Gannett denies the allegations of this paragraph except that it admits making a screenshot of the BTO Ad available through its server to USAToday and its other subsidiary and affiliated publications named as Defendants herein as a link for news reporting and viewership of the BTO Ad and to inform readers of the Ad Meter program and for purposes of public evaluation of the BTO Ad.

60. The unauthorized screen shot was used to promote Gannett and the other Gannett Infringers and to obtain revenue, including advertising revenue for Gannett and each of the other Gannett Infringers.

Response: Denied.

61. Defendant Gannett had actual and constructive knowledge of the infringement which occurred through their content distribution network by the other Gannett Infringers.

Response: Denied.

62. Defendant Gannett knew or should have known of the infringing activity by each of the Gannett Infringers.

Response: Denied.

63. Providing the unauthorized screen shot of the Sowers Photograph through the content delivery network, induced, caused or materially contributed to the unlawful reproduction and distribution of Plaintiff's copyrighted image.

Response: Denied.

64. Upon information and Belief, Defendant Gannett has the right and ability to supervise and control the activities by the other Gannett Infringers.

Response: Denied.

65. Defendant Gannett's actions were willful, intentional, purposeful and/or in disregard of and indifferent to Plaintiff's rights.

Response: Denied.

66. Prior to filing suit, Plaintiff notified Gannett and various Gannett Infringers that their use was unlicensed and unlawful. Despite receiving notice that their use was without permission, Gannett has continued to use Plaintiff's image as part of its content delivery network and has refused to remove the image from its network.

Response: Gannett admits to receiving correspondence from Plaintiff's counsel herein claiming unauthorized use of the Sowers Photo, but otherwise denies all remaining allegations of this paragraph.

67. Defendant Gannett also used the image as part of a video which was provided through its content delivery network to various publications around the United States and used on commercial websites.

Response: Gannett admits using a screenshot from the BTO Ad as a link for viewing the BTO Ad, but otherwise denies the allegations of this paragraph.

68. Defendant Gannett's infringement arose out of the reproduction of Plaintiff's image and distribution of Plaintiff's image via its content delivery network for inclusion by various publications which targeted Missouri residents reviewing these publications.

Response: Denied.

69. Defendant Gannett's infringement also arose out of its distribution of the unlawful reproduction of Plaintiff's image through its content delivery network to various publishers throughout the United States for further reproduction, display and distribution.

Response: Denied.

70. Ms. Campbell did not give Defendant Gannett permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

71. Ms. Campbell did not give Defendant Gannett permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

72. Nonetheless, Defendant Gannett reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its content delivery network (the "Gannett's Use").

Response: Gannett admits taking a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and that was produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Gannett further admits that the subject screen shot was a photograph of Katie Sowers that appears

to be the same as the Sowers Photograph referenced by Plaintiff herein. Gannett states that the BTO Ad was submitted to it by an advertising agency on behalf of Microsoft® requesting that it be used and made available to the public as part of USAToday's Ad Meter program wherein persons can review and rate advertisements that run during the Super Bowl®. Gannett further admits that it used that screenshot as a link for readers of its various publications to view the BTO Ad as part of its Ad Meter program. Except to the extent specifically admitted herein, Gannett denies the allegations of this paragraph.

73. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: Denied, except that Gannett admits the BTO Ad is viewable on YouTube at <https://www.youtube.com/watch?v=JhHcI4xPR k>.

74. Upon information and belief, the article was used as part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise on its content delivery network.

Response: Denied.

75. Defendant did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant USAToday

76. Defendant USAToday is an internationally distributed daily newspaper publication with a daily readership of approximately 2.6 million readers and has its headquarters located in McLean, Virginia.

Response: Admitted.

77. USAToday is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors. USAToday claims that its Network is their superpower.

Response: Admitted.

78. Upon information and belief, USAToday is distributed in all fifty states, including Missouri and printed at multiple locations across the United States.

Response: Admitted.

79. Upon information and belief, USAToday is printed in the Kansas City Metropolitan area.

Response: Denied.

80. As part of its publication, USAToday sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

81. As part of its publication, USAToday also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

82. Upon information and belief, USAToday receives some of its content from Defendant Gannett through a content delivery network.

Response: Admitted that USA Today receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

83. Upon information and belief, USAToday pays Defendant Gannett for access to the content delivery network.

Response: **Denied.**

84. Upon information and belief, USAToday determines which content received from Defendant Gannett is used for its website, its advertisers and in its publication.

Response: **Admitted.**

85. USAToday maintains at least one server accessible online to the public at www.usatoday.com (the “Website”).

Response: **Admitted.**

86. The Website has a copyright notice on the website © 2021 USA TODAY, a division of Gannett Satellite Information Network, LLC.

Response: **Admitted.**

87. USAToday used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: **Denied.**

88. The Sowers Photograph was used for advertising by USAToday.

Response: **Denied.**

89. On the Website, USAToday posts and disseminates content to its subscribers, including those located in Missouri.

Response: **Admitted.**

90. Such content is used to market and promote USAToday and its advertisers.

Response: **USAToday admits that it derives revenue from content it publishes, but denies that such content is used to market or promote it or its advertisers.**

91. Upon information and belief, Defendant USAToday has targeted dissemination of its content toward residents in the state of Missouri.

Response: USAToday admits that it and its content is available to residents of the State of Missouri, but otherwise denies the allegations of this paragraph.

Defendant USAToday's Infringement

92. Defendant USAToday reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.usatoday.com.

Response: USAToday admits taking a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and that was produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). USAToday further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. USAToday states that the BTO Ad was submitted to it by an advertising agency on behalf of Microsoft® requesting that it be used and made available to the public as part of USAToday's Ad Meter program wherein persons can review and rate advertisements that run during the Super Bowl®. USAToday further admits that it used that screenshot as a link for readers of its various publications to view the BTO Ad as part of its Ad Meter program. Except to the extent specifically admitted herein, USAToday denies the allegations of this paragraph.

93. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

94. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

95. Upon information and belief, Defendant USAToday intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

96. Defendant USAToday's website includes commercial advertising targeting the subscribers of USAToday's publication, including those in Missouri.

Response: Admitted.

97. Upon information and belief, USAToday selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: USAToday admits taking a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and that was produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). USAToday further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. USAToday states that the BTO Ad was submitted to it by an advertising agency on behalf of Microsoft® requesting that it be used and made available to the public as part of USAToday's Ad Meter program wherein persons can review and rate advertisements that run during the Super Bowl®. USAToday further admits that it used that screenshot as a link for readers of its various publications to view the BTO Ad as part of its Ad Meter program. Except to the extent specifically admitted herein, USAToday denies the allegations of this paragraph.

98. Upon information and belief, USAToday is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

99. Upon information USAToday reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: USAToday admits taking a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and that was produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). USAToday further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. USAToday states that the BTO Ad was submitted to it by an advertising agency on behalf of Microsoft® requesting that it be used and made available to the public as part of USAToday's Ad Meter program wherein persons can review and rate advertisements that run during the Super Bowl®. USAToday further admits that it used that screenshot as a link for readers of its various publications to view the BTO Ad as part of its Ad Meter program. Except to the extent specifically admitted herein, USAToday denies the allegations of this paragraph.

100. Alternatively, USAToday obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett for use on USAToday's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied.

101. Defendant USAToday also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: USAToday admits taking a screenshot from a commercial for Microsoft® entitled “Be The One” that portrayed Katie Sowers and that was produced for purposes of display during the 2020 National Football League Super Bowl® (“BTO Ad”). USAToday USAToday further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. USAToday states that the BTO Ad was submitted to it by an advertising agency on behalf of Microsoft® requesting that it be used and made available to the public as part of USAToday’s Ad Meter program wherein persons can review and rate advertisements that run during the Super Bowl®. USAToday further admits that it used that screenshot as a link for readers of its various publications to view the BTO Ad as part of its Ad Meter program. Except to the extent specifically admitted herein, USAToday denies the allegations of this paragraph.

102. Defendant USAToday’s infringement arose out of the reproduction of Plaintiff’s image, the selection of Plaintiff’s image and customization of its website to include the unlicensed reproduction of Plaintiff’s image, and further distribution of Plaintiff’s image via its website to various subscribers, including Missouri residents.

Response: Denied.

103. Ms. Campbell did not give Defendant USAToday permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

104. Ms. Campbell did not give Defendant USAToday permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

105. Nonetheless, Defendant USAToday reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others, including Missouri residents ("USAToday's Use").

Response: USAToday admits taking a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and that was produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). USAToday USAToday further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. USAToday states that the BTO Ad was submitted to it by an advertising agency on behalf of Microsoft® requesting that it be used and made available to the public as part of USAToday's Ad Meter program wherein persons can review and rate advertisements that run during the Super Bowl®. USAToday further admits that it used that screenshot as a link for readers of its various publications to view the BTO Ad as part of its Ad Meter program. Except to the extent specifically admitted herein, USAToday denies the allegations of this paragraph.

106. The reproduced photograph is viewable by anyone in the United States with internet access including individuals residing in Missouri.

Response: Denied, except that USAToday admits the BTO Ad is viewable on YouTube at <https://www.youtube.com/watch?v=JhHcI4xPR k>.

107. Upon information and belief, USAToday's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication.

Response: Denied.

108. Defendant did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant Delaware Journal

109. Defendant Delaware Journal is a daily publication which publishes national and international articles in print, digital, video and on social media and has its headquarters located in New Castle County, Delaware.

Response: Admitted.

110. Upon information and belief, Delaware Journal has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Denied.

111. As part of its publication, Delaware Journal sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

112. Delaware Journal is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

113. As part of its publication, Delaware Journal also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

114. Upon information and belief, Delaware Journal receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Delaware Journal receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

115. Upon information and belief, Delaware Journal knows that the USA Today publication is printed at various locations across the United States, including the Kansas City area.

Response: Denied.

116. Upon information and belief, Delaware Journal pays Defendant USA Today and/or Defendant Gannett for access to the content delivery network.

Response: Denied.

117. Upon information and belief, Delaware Journal determines which content received from Defendant Gannett and/or Defendant USA Today is used for its website, its advertisers and in its publication.

Response: Admitted

118. Delaware Journal maintains at least one server accessible online to the public at www.delawareonline.com (the "Website").

Response: Admitted.

119. The Website has a copyright notice on the website © 2021 www.delawareonline.com. All rights reserved.

Response: Admitted.

120. Delaware Journal used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

121. The Sowers Photograph was used for advertising by Delaware Journal.

Response: Denied.

122. On the Website, Delaware Journal posts and disseminates content to its subscribers, including those located in Missouri.

Response: Delaware Journal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

123. Such content is used to market and promote Delaware Journal and its advertisers.

Response: Delaware Journal admits it derives revenue from content it publishes, but denies that such content is used to market or promote it or its advertisers.

124. Upon information and belief, Defendant Delaware Journal has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Delaware Journal's Infringement

125. Defendant Delaware Journal reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.delawareonline.com.

Response: Delaware Journal admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled “Be The One” that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® (“BTO Ad”). Delaware Journal further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Delaware Journal states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday’s Ad Meter program. Except to the extent specifically admitted herein, Delaware Journal denies the allegations of this paragraph.

126. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

127. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

128. Upon information and belief, Defendant Delaware Journal intentionally removed Ms. Campbell’s name from the image and distributed the image knowing that Ms. Campbell’s name had been removed without the permission of Ms. Campbell.

Response: Denied.

129. Defendant Delaware Journal’s website includes commercial advertising targeting the subscribers of Delaware Journal’s publication, including those in Missouri.

Response: Denied.

130. Upon information and belief, because the advertisers promoted on Defendant Delaware Journal's website are based on the location of the viewer, these advertisements target Missouri residents and include advertisers targeting Missouri residents.

Response: Denied.

131. Upon information and belief, Delaware Journal selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

132. Upon information and belief, Delaware Journal is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticated media company is aware of the consequences for failing to do so.

Response: Admitted.

133. Upon information Delaware Journal reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

134. Alternatively, Delaware Journal obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USAToday for use on Delaware Journal's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Delaware Journal admits obtaining the screenshot linking to the BTO Ad from either Gannett or USAToday.

135. Defendant Delaware Journal also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: **Denied, except that Delaware Journal admits publishing the screenshot linking to the BTO Ad.**

136. Defendant Delaware Journal's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: **Denied.**

137. Ms. Campbell did not give Defendant Delaware Journal permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: **Denied.**

138. Ms. Campbell did not give Defendant Delaware Journal permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

139. Nonetheless, Defendant Delaware Journal reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Delaware Journal's Use").

Response: **Denied, except that Delaware Journal admits publishing the screenshot linking to the BTO Ad.**

140. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Delaware Journal admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k.**

141. Upon information and belief, the Delaware Journal's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

142. Defendant did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant Courier Journal

143. Defendant Courier Journal is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Louisville, Kentucky.

Response: Admitted.

144. Upon information and belief, Courier Journal has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Courier Journal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

145. Courier Journal is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

146. As part of its publication, Courier Journal sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

147. As part of its publication, Courier Journal also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

148. Upon information and belief, Courier Journal receives some of its content from Defendant USAToday and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Courier-Journal receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

149. Upon information and belief, Courier Journal knows that the USAToday publication is printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

150. Upon information and belief, Courier Journal pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

151. Upon information and belief, Courier Journal determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: **Admitted.**

152. Courier Journal maintains at least one server accessible online to the public at www.courier-journal.com (the “Website”).

Response: **Admitted.**

153. The Website has a copyright notice on the website © 2021 www.courier-journal.com. All rights reserved.

Response: **Admitted.**

154. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: **Denied.**

155. Upon information and belief, Defendant Courier Journal intentionally removed Ms. Campbell’s name from the image and distributed the image knowing that Ms. Campbell’s name had been removed without the permission of Ms. Campbell.

Response: **Denied.**

156. Courier Journal used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: **Denied.**

157. The Sowers Photograph was used for advertising by the Courier Journal.

Response: **Denied.**

158. On its Website, Courier Journal posts and disseminates content to its subscribers, including those located in Missouri.

Response: Courier Journal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

159. Such content is used to market and promote Courier Journal and its advertisers.

Response: Courier Journal admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

160. Upon information and belief, Defendant Courier Journal has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Courier Journal's Infringement

161. Defendant Courier Journal reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.courier-journal.com.

Response: Courier Journal admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Courier Journal further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Courier Journal states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Courier Journal denies the allegations of this paragraph.

162. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: **Denied.**

163. Defendant Courier Journal's website includes commercial advertising targeting the subscribers of Courier Journal's publication, including those in Missouri.

Response: **Denied.**

164. Upon information and belief, because the advertisers promoted on Defendant Courier Journal's website are based on the location of the viewer, these advertisements target Missouri residents and include advertisers targeting Missouri residents.

Response: **Denied.**

165. Upon information and belief, Courier Journal selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: **Denied.**

166. Upon information and belief, Courier Journal is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticated media company is aware of the consequences for failing to do so.

Response: **Admitted.**

167. Upon information Courier Journal reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: **Denied.**

168. Alternatively, Courier Journal obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Courier Journal's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Courier Journal admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

169. Defendant Courier Journal also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Courier Journal admits publishing the screenshot linking to the BTO Ad.

170. Defendant Courier Journal's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

171. Ms. Campbell did not give Defendant Courier Journal permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

172. Ms. Campbell did not give Defendant Courier Journal permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

173. Nonetheless, Defendant Courier Journal reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with

advertising content via its website to its digital subscribers and others (the “Courier Journal’s Use”).

Response: **Denied, except that Courier Journal admits publishing the screenshot linking to the BTO Ad.**

174. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Courier Journal admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k**

175. Upon information and belief, the Courier Journal’s Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: **Denied.**

176. Defendant did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: **Denied.**

Defendant AZCentral

177. Defendant AZCentral is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Phoenix, Arizona.

Response: **Admitted.**

178. Upon information and belief, AZCentral has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: AZCentral admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

179. AZCentral is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

180. As part of its publication, AZCentral sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

181. As part of its publication, AZCentral also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

182. Upon information and belief, AZCentral receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: Admitted that AZ Central receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

183. Upon information and belief, AZCentral pays Defendant USA Today and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

184. Upon information and belief, AZCentral knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

185. Upon information and belief, AZCentral determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

186. AZCentral maintains at least one server accessible online to the public at www.azcentral.com (the “Website”).

Response: Admitted.

187. The Website has a copyright notice on the website © 2021 www.azcentral.com. All rights reserved.

Response: Admitted.

188. AZCentral used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

189. The Sowers Photograph was used for advertising by the AZCentral.

Response: Denied.

190. On its Website, AZCentral posts and disseminates content to its subscribers, including those located in Missouri.

Response: AZ Central admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

191. Such content is used to market and promote AZCentral and its advertisers.

Response: AZ Central admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

192. Upon information and belief, Defendant AZCentral has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant AZCentral's Infringement

193. Defendant AZCentral reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.azcentral.com.

Response: AZCentral admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). AZCentral further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. AZCentral states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, AZCentral denies the allegations of this paragraph.

194. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

195. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

196. Upon information and belief, Defendant AZCentral intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

197. Defendant AZCentral's website includes commercial advertising targeting the subscribers of AZCentral's publication, including those in Missouri.

Response: Denied.

198. Upon information and belief, advertisers promoted on Defendant AZCentral's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

199. Upon information and belief, AZCentral selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

200. Upon information and belief, AZCentral is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticated media company is aware of the consequences for failing to do so.

Response: Admitted.

201. Upon information AZCentral reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

202. Alternatively, AZCentral obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on AZCentral's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that AZCentral admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

203. Defendant AZCentral also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that AZCentral admits publishing the screenshot linking to the BTO Ad.

204. Defendant AZCentral's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

205. Ms. Campbell did not give Defendant AZCentral permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

206. Ms. Campbell did not give Defendant AZCentral permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

207. Nonetheless, Defendant AZCentral reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "AZCentral's Use").

Response: **Denied, except that AZCentral admits publishing the screenshot linking to the BTO Ad.**

208. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that AZCentral admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k**

209. Upon information and belief, the AZCentral's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: **Denied.**

210. Defendant did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: **Denied.**

Defendant Burlington Free Press

211. Defendant Burlington Free Press is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Phoenix, Arizona.

Response: Admitted.

212. Upon information and belief, Burlington Free Press has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Burlington Free Press admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

213. Burlington Free Press is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

214. As part of its publication, Burlington Free Press sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

215. As part of its publication, Burlington Free Press also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

216. Upon information and belief, Burlington Free Press receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Burlington Free Press receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

217. Upon information and belief, Burlington Free Press pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

218. Upon information and belief, Burlington Free Press knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

219. Upon information and belief, Burlington Free Press determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

220. Burlington Free Press maintains at least one server accessible online to the public at www.burlingtonfreepress.com (the “Website”).

Response: Admitted.

221. The Website has a copyright notice on the website © 2021 www.burlingtonfreepress.com. All rights reserved.

Response: Admitted.

222. Burlington Free Press used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

223. The Sowers Photograph was used for advertising by the Burlington Free Press.

Response: Denied.

224. On its Website, Burlington Free Press posts and disseminates content to its subscribers, including those located in Missouri.

Response: Burlington Free Press admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

225. Such content is used to market and promote Burlington Free Press and its advertisers.

Response: Burlington Free Press admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

226. Upon information and belief, Defendant Burlington Free Press has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Burlington Free Press's Infringement

227. Defendant Burlington Free Press reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.burlingtonfreepress.com.

Response: Burlington Free Press admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Burlington Free Press further admits that the

subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Burlington Free Press states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Burlington Free Press denies the allegations of this paragraph.

228. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

229. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

230. Upon information and belief, Defendant Burlington Free Press intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

231. Defendant Burlington Free Press website includes commercial advertising targeting the subscribers of Burlington Free Press's publication, including those in Missouri.

Response: Denied.

232. Upon information and belief, advertisers promoted on Defendant Burlington Free Press's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

233. Upon information and belief, Burlington Free Press selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

234. Upon information and belief, Burlington Free Press is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticated media company is aware of the consequences for failing to do so.

Response: Denied.

235. Upon information Burlington Free Press reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

236. Alternatively, Burlington Free Press obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Burlington Free Press's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Burlington Free Press admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

237. Defendant Burlington Free Press also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Burlington Free Press admits publishing the screenshot linking to the BTO Ad.

238. Defendant Burlington Free Press's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the

unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

239. Ms. Campbell did not give Defendant Burlington Free Press permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

240. Ms. Campbell did not give Defendant Burlington Free Press permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

241. Nonetheless, Defendant Burlington Free Press reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Burlington Free Press's Use").

Response: Denied, except that Burlington Free Press admits publishing the screenshot linking to the BTO Ad.

242. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: Denied, except that Burlington Free Press admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k

243. Upon information and belief, the Burlington Free Press's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new

subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

244. Defendant Burlington Free Press did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant Clarion-Ledger

245. Defendant Clarion-Ledger is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Jackson, Mississippi.

Response: Admitted.

246. Upon information and belief, Clarion-Ledger has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Clarion-Ledger admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

247. Clarion-Ledger is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

248. As part of its publication, Clarion-Ledger sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

249. As part of its publication, Clarion-Ledger also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

250. Upon information and belief, Clarion-Ledger receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Clarion-Ledger receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

251. Upon information and belief, Clarion-Ledger pays Defendant USA Today and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

252. Upon information and belief, Clarion-Ledger knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

253. Upon information and belief, Clarion-Ledger determines which content received from Defendant Gannett and/or Defendant USA Today is used for its website, its advertisers and in its publication.

Response: Admitted.

254. Clarion-Ledger maintains at least one server accessible online to the public at www.clarionledger.com (the "Website").

Response: **Admitted.**

255. The Website has a copyright notice on the website © 2021 www.clarionledger.com.
All rights reserved.

Response: **Admitted.**

256. Clarion-Ledger used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: **Denied.**

257. The Sowers Photograph was used for advertising by the Clarion-Ledger.

Response: **Denied.**

258. On its Website, Clarion-Ledger posts and disseminates content to its subscribers, including those located in Missouri.

Response: **Clarion-Ledger admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.**

259. Such content is used to market and promote Clarion-Ledger and its advertisers.

Response: **Clarion-Ledger admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.**

260. Upon information and belief, Defendant Clarion-Ledger has targeted dissemination of its content toward residents in the state of Missouri.

Response: **Denied.**

Defendant Clarion-Ledger's Infringement

261. Defendant Clarion-Ledger reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.clarionledger.com.

Response: Clarion-Ledger admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled “Be The One” that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® (“BTO Ad”). Clarion Ledger further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Clarion Ledger states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday’s Ad Meter program. Except to the extent specifically admitted herein, Clarion Ledger denies the allegations of this paragraph.

262. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

263. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

264. Upon information and belief, Defendant Clarion-Ledger intentionally removed Ms. Campbell’s name from the image and distributed the image knowing that Ms. Campbell’s name had been removed without the permission of Ms. Campbell.

Response: Denied.

265. Defendant Clarion-Ledger website includes commercial advertising targeting the subscribers of Burlington Free Press’s publication, including those in Missouri.

Response: Denied.

266. Upon information and belief, advertisers promoted on Defendant Clarion-Ledger's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

267. Upon information and belief, Clarion-Ledger selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

268. Upon information and belief, Clarion-Ledger is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticated media company is aware of the consequences for failing to do so.

Response: Admitted.

269. Upon information Clarion-Ledger reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

270. Alternatively, Clarion-Ledger obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Clarion-Ledger's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Clarion-Ledger admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

271. Defendant Clarion-Ledger also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: **Denied, except that Clarion-Ledger admits publishing the screenshot linking to the BTO Ad.**

272. Defendant Clarion-Ledger's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: **Denied.**

273. Ms. Campbell did not give Defendant Clarion-Ledger permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: **Denied.**

274. Ms. Campbell did not give Defendant Clarion-Ledger permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

275. Nonetheless, Defendant Clarion-Ledger reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Clarion-Ledger's Use").

Response: **Denied, except that Clarion-Ledger admits publishing the screenshot linking to the BTO Ad.**

276. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Clarion-Ledger admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k**

277. Upon information and belief, the Clarion-Ledger's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

278. Defendant Clarion-Ledger did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant Commercial Appeal

279. Defendant Commercial Appeal is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Memphis, Tennessee.

Response: Admitted.

280. Upon information and belief, Commercial Appeal has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Commercial Appeal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

281. Commercial Appeal is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

282. As part of its publication, Commercial Appeal sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

283. As part of its publication, Commercial Appeal also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

284. Upon information and belief, Commercial Appeal receives some of its content from Defendant USAToday and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Commercial Appeal receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

285. Upon information and belief, Commercial Appeal pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

286. Upon information and belief, Commercial Appeal knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

287. Upon information and belief, Commercial Appeal determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

288. Commercial Appeal maintains at least one server accessible online to the public at www.commercialappeal.com (the “Website”).

Response: Admitted.

289. The Website has a copyright notice on the website © 2021 www.commercialappeal.com. All rights reserved.

Response: Admitted.

290. Commercial Appeal used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

291. The Sowers Photograph was used for advertising by the Commercial Appeal.

Response: Denied.

292. On its Website, Commercial Appeal posts and disseminates content to its subscribers, including those located in Missouri.

Response: Commercial Appeal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

293. Such content is used to market and promote Commercial Appeal and its advertisers.

Response: Commercial Appeal admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

294. Upon information and belief, Defendant Commercial Appeal has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Commercial Appeal's Infringement

295. Defendant Commercial Appeal reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.commercialappeal.com.

Response: Commercial Appeal admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Commercial Appeal further admits the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Commercial Appeal states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Commercial Appeal denies the allegations of this paragraph.

296. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

297. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

298. Upon information and belief, Defendant Commercial Appeal intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

299. Defendant Commercial Appeal website includes commercial advertising targeting the subscribers of Commercial Appeal's publication, including those in Missouri.

Response: **Denied.**

300. Upon information and belief, advertisers promoted on Defendant Commercial Appeal's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: **Denied.**

301. Upon information and belief, Commercial Appeal selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: **Denied.**

302. Upon information and belief, Commercial Appeal is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: **Admitted.**

303. Upon information Commercial Appeal reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: **Denied.**

304. Alternatively, Commercial Appeal obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Commercial Appeal's website for its digital subscribers and in connection with advertising located on its website.

Response: **Denied, except that Commercial Appeal admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.**

305. Defendant Commercial Appeal also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: **Denied, except that Commercial Appeal admits publishing the screenshot linking to the BTO Ad.**

306. Defendant Commercial Appeal's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: **Denied.**

307. Ms. Campbell did not give Defendant Commercial Appeal permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: **Denied.**

308. Ms. Campbell did not give Defendant Commercial Appeal permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

309. Nonetheless, Defendant Commercial Appeal reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Commercial Appeal's Use").

Response: **Denied, except that Commercial Appeal admits publishing the screenshot linking to the BTO Ad.**

310. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Commercial Appeal admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k**

311. Upon information and belief, the Commercial Appeal's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: **Denied.**

312. Defendant Commercial Appeal did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: **Denied.**

Defendant Florida Today

313. Defendant Florida Today is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Viera, Florida.

Response: **Admitted.**

314. Upon information and belief, Florida Today has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Florida Today admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

315. Florida Today is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

316. As part of its publication, Florida Today sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

317. As part of its publication, Florida Today also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

318. Upon information and belief, Florida Today receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: Admitted that Florida Today receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein. .

319. Upon information and belief, Florida Today pays Defendant USA Today and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

320. Upon information and belief, Florida Today knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

321. Upon information and belief, Florida Today determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

322. Florida Today maintains at least one server accessible online to the public at www.floridatoday.com (the “Website”).

Response: Admitted.

323. The Website has a copyright notice on the website © 2021 www.floridatoday.com. All rights reserved.

Response: Admitted.

324. Florida Today used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

325. The Sowers Photograph was used for advertising by the Florida Today.

Response: Denied.

326. On its Website, Florida Today posts and disseminates content to its subscribers, including those located in Missouri.

Response: Florida Today admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

327. Such content is used to market and promote Florida Today and its advertisers.

Response: Florida Today admits it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

328. Upon information and belief, Defendant Florida Today has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Florida Today's Infringement

329. Defendant Florida Today reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.floridatoday.com.

Response: Florida Today admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Florida Today further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Florida Today states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Florida Today denies the allegations of this paragraph.

330. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

331. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

332. Upon information and belief, Defendant Florida Today intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

333. Defendant Florida Today website includes commercial advertising targeting the subscribers of Florida Today's publication, including those in Missouri.

Response: Denied.

334. Upon information and belief, advertisers promoted on Defendant Florida Today's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

335. Upon information and belief, Florida Today selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

336. Upon information and belief, Florida Today is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

337. Upon information Florida Today reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

338. Alternatively, Florida Today obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Florida Today's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Florida Today admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

339. Defendant Florida Today also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Florida Today admits publishing the screenshot linking to the BTO Ad.

340. Defendant Florida Today's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

341. Ms. Campbell did not give Defendant Florida Today permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

342. Ms. Campbell did not give Defendant Florida Today permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

343. Nonetheless, Defendant Florida Today reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Florida Today's Use").

Response: **Denied, except that Florida Today admits publishing the screenshot linking to the BTO Ad.**

344. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Florida Today admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcl4xPR_k**

345. Upon information and belief, the Florida Today's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: **Denied.**

346. Defendant Florida Today did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: **Denied.**

Defendant Columbus Dispatch

347. Defendant Columbus Dispatch is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Columbus, Ohio.

Response: Admitted.

348. Upon information and belief, Columbus Dispatch has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Columbus Dispatch admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

349. Columbus Dispatch is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

350. As part of its publication, Columbus Dispatch sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

351. As part of its publication, Columbus Dispatch also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

352. Upon information and belief, Columbus Dispatch receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Columbus Dispatch receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

353. Upon information and belief, Columbus Dispatch pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

354. Upon information and belief, Columbus Dispatch knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

355. Upon information and belief, Columbus Dispatch determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

356. Columbus Dispatch maintains at least one server accessible online to the public at www.dispatch.com (the “Website”).

Response: Admitted.

357. The Website has a copyright notice on the website © 2021 www.dispatch.com. All rights reserved.

Response: Admitted.

358. Columbus Dispatch used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

359. The Columbus Dispatch was used for advertising by the Florida Today.

Response: Denied.

360. On its Website, Columbus Dispatch posts and disseminates content to its subscribers, including those located in Missouri.

Response: Columbus Dispatch admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

361. Such content is used to market and promote Columbus Dispatch and its advertisers.

Response: Columbus Dispatch admits it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

362. Upon information and belief, Defendant Columbus Dispatch has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Columbus Dispatch's Infringement

363. Defendant Columbus Dispatch reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.dispatch.com.

Response: Columbus Dispatch admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Columbus Dispatch further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Columbus Dispatch states further that

the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Columbus Dispatch denies the allegations of this paragraph.

364. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

365. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

366. Upon information and belief, Defendant Columbus Dispatch intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

367. Defendant Columbus Dispatch website includes commercial advertising targeting the subscribers of Columbus Dispatch's publication, including those in Missouri.

Response: Denied.

368. Upon information and belief, advertisers promoted on Defendant Columbus Dispatch's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

369. Upon information and belief, Columbus Dispatch selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

370. Upon information and belief, Columbus Dispatch is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

371. Upon information Columbus Dispatch reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

372. Alternatively, Columbus Dispatch obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USAToday for use on Columbus Dispatch's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Columbus Dispatch admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

373. Defendant Columbus Dispatch also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Columbus Dispatch admits publishing the screenshot linking to the BTO Ad.

374. Defendant Columbus Dispatch's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

375. Ms. Campbell did not give Defendant Columbus Dispatch permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

376. Ms. Campbell did not give Defendant Columbus Dispatch permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

377. Nonetheless, Defendant Columbus Dispatch reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Columbus Dispatch's Use").

Response: Denied, except that Columbus Dispatch admits publishing the screenshot linking to the BTO Ad.

378. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: Denied, except that Columbus Dispatch admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k

379. Upon information and belief, the Columbus Dispatch's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

380. Defendant Columbus Dispatch did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant Des Moines Register

381. Defendant Des Moines Register is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Des Moines, Iowa.

Response: Admitted.

382. Upon information and belief, Des Moines Register has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Des Moines Register admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

383. Des Moines Register is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors.

Response: Admitted.

384. As part of its publication, Des Moines Register sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

385. As part of its publication, Des Moines Register also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: **Admitted.**

386. Upon information and belief, Des Moines Register receives some of its content from Defendant USAToday and/or Defendant Gannett through a content delivery network.

Response: **Admitted that the Des Moines Register receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.**

387. Upon information and belief, Des Moines Register pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: **Denied.**

388. Upon information and belief, Des Moines Register knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: **Denied.**

389. Upon information and belief, Des Moines Register determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: **Admitted.**

390. Des Moines Register maintains at least one server accessible online to the public at www.desmoinesregister.com (the “Website”).

Response: **Admitted.**

391. The Website has a copyright notice on the website © 2021 www.desmoinesregister.com. All rights reserved.

Response: Admitted.

392. Des Moines Register used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

393. The Sowers Photograph was used for advertising by the Des Moines Register.

Response: Denied.

394. On its Website, Des Moines Register posts and disseminates content to its subscribers, including those located in Missouri.

Response: Des Moines Register admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

395. Such content is used to market and promote Des Moines Register and its advertisers.

Response: Des Moines Register admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

396. Upon information and belief, Defendant Des Moines Register has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Des Moines Register's Infringement

397. Defendant Des Moines Register reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.desmoinesregister.com.

Response: Des Moines Register admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled “Be The One” that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® (“BTO Ad”). Des Moines Register further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Des Moines Register states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday’s Ad Meter program. Except to the extent specifically admitted herein, Des Moines Register denies the allegations of this paragraph.

398. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

399. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

400. Upon information and belief, Defendant Des Moines Register intentionally removed Ms. Campbell’s name from the image and distributed the image knowing that Ms. Campbell’s name had been removed without the permission of Ms. Campbell.

Response: Denied.

401. Defendant Des Moines Register website includes commercial advertising targeting the subscribers of Des Moines Register’s publication, including those in Missouri.

Response: Denied.

402. Upon information and belief, advertisers promoted on Defendant Des Moines Register's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

403. Upon information and belief, Des Moines Register selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

404. Upon information and belief, Des Moines Register is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

405. Upon information Des Moines Register reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

406. Alternatively, Des Moines Register obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Des Moines Register's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Des Moines Register admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

407. Defendant Des Moines Register also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: **Denied, except that Des Moines Register admits publishing the screenshot linking to the BTO Ad.**

408. Defendant Des Moines Register's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: **Denied.**

409. Ms. Campbell did not give Defendant Des Moines Register permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: **Denied.**

410. Ms. Campbell did not give Defendant Des Moines Register permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

411. Nonetheless, Defendant Des Moines Register reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Des Moines Register's Use").

Response: **Denied, except that Des Moines Register admits publishing the screenshot linking to the BTO Ad.**

412. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: Denied, except that Des Moines Register admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k

413. Upon information and belief, the Des Moines Register's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

414. Defendant Des Moines Register did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant Providence Journal

415. Defendant Providence Journal is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Providence, Rhode Island.

Response: Admitted.

416. Upon information and belief, Providence Journal has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Providence Journal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

417. Providence Journal is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors (“USA Today Network”).

Response: **Admitted.**

418. The USA Today Network targets delivery of content, advertisements and subscriptions to Missouri residents, including those located within the jurisdiction of this Court.

Response: **Denied.**

419. As part of its publication, Providence Journal sells copies of its publication along with subscriptions and advertising for the publication.

Response: **Admitted.**

420. As part of its publication, Providence Journal also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: **Admitted.**

421. Upon information and belief, Providence Journal receives some of its content from Defendant USAToday and/or Defendant Gannett through a content delivery network.

Response: **Admitted that the Providence Journal receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein..**

422. Upon information and belief, Providence Journal pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: **Denied.**

423. Upon information and belief, Providence Journal knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

424. Upon information and belief, Providence Journal determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

425. Providence Journal maintains at least one server accessible online to the public at www.providencejournal.com (the “Website”).

Response: Admitted.

426. The Website has a copyright notice on the website © 2021 www.providencejournal.com. All rights reserved.

Response: Admitted.

427. Providence Journal used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

428. The Sowers Photograph was used for advertising by the Providence Journal.

Response: Denied.

429. On its Website, Providence Journal posts and disseminates content to its subscribers, including those located in Missouri.

Response: Providence Journal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

430. Such content is used to market and promote Providence Journal and its advertisers.

Response: Providence Journal admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

431. Upon information and belief, Defendant Providence Journal has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Providence Journal's Infringement

432. Defendant Providence Journal reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.providencejournal.com.

Response: Providence Journal admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Providence Journal further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Providence Journal states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Providence Journal denies the allegations of this paragraph.

433. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: **Denied.**

434. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: **Denied.**

435. Upon information and belief, Defendant Providence Journal intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: **Denied.**

436. Defendant Providence Journal website includes commercial advertising targeting the subscribers of Providence Journal's publication, including those in Missouri.

Response: **Denied.**

437. Upon information and belief, advertisers promoted on Defendant Providence Journal's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: **Denied.**

438. Upon information and belief, Providence Journal selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: **Denied.**

439. Upon information and belief, Providence Journal is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

440. Upon information Providence Journal reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

441. Alternatively, Providence Journal obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Providence Journal's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Providence Journal admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

442. Defendant Providence Journal also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Providence Journal admits publishing the screenshot linking to the BTO Ad.

443. Defendant Providence Journal's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

444. Ms. Campbell did not give Defendant Providence Journal permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

445. Ms. Campbell did not give Defendant Providence Journal permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

446. Nonetheless, Defendant Providence Journal reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Providence Journal's Use").

Response: Denied, except that Providence Journal admits publishing the screenshot linking to the BTO Ad.

447. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: Denied, except that Providence Journal admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k

448. Upon information and belief, the Providence Journal's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

449. Defendant Providence Journal did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: Denied.

Defendant Argus

450. Defendant Argus is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Sioux Falls, South Dakota.

Response: Admitted.

451. Upon information and belief, Argus has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Argus admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

452. Argus is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors (“USA Today Network”).

Response: Admitted.

453. The USA Today Network targets delivery of content, advertisements and subscriptions to Missouri residents, including those located within the jurisdiction of this Court.

Response: Denied.

454. As part of its publication, Argus sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

455. As part of its publication, Argus also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: **Admitted.**

456. Upon information and belief, Argus receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: **Admitted that the Argus receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein. .**

457. Upon information and belief, Argus pays Defendant USA Today and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: **Denied.**

458. Upon information and belief, Argus knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: **Denied.**

459. Upon information and belief, Argus determines which content received from Defendant Gannett and/or Defendant USA Today is used for its website, its advertisers and in its publication.

Response: **Admitted.**

460. Argus maintains at least one server accessible online to the public at www.argusleader.com (the “Website”).

Response: **Admitted.**

461. The Website has a copyright notice on the website © 2021 www.argusleader.com. All rights reserved.

Response: **Admitted.**

462. Argus used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

463. The Sowers Photograph was used for advertising by the Argus.

Response: Denied.

464. On its Website, Argus posts and disseminates content to its subscribers, including those located in Missouri.

Response: Argus admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

465. Such content is used to market and promote Argus and its advertisers.

Response: Argus admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

466. Upon information and belief, Defendant Argus has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Argus' Infringement

467. Defendant Argus reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.argusleader.com.

Response: Argus admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Argus further admits that the subject screen shot was a

photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Argus states further that the screenshot served as a link for readers to view the BTO Ad as part of USA Today's Ad Meter program. Except to the extent specifically admitted herein, Argus denies the allegations of this paragraph.

468. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

469. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

470. Upon information and belief, Defendant Argus intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

471. Defendant Argus website includes commercial advertising targeting the subscribers of Argus's publication, including those in Missouri.

Response: Denied.

472. Upon information and belief, advertisers promoted on Defendant Argus' website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

473. Upon information and belief, Argus selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

474. Upon information and belief, Argus is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

475. Upon information Argus reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

476. Alternatively, Argus obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USAToday for use on Argus' website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Argus admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

477. Defendant Argus also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Argus admits publishing the screenshot linking to the BTO Ad.

478. Defendant Argus' infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

479. Ms. Campbell did not give Defendant Argus permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: **Denied.**

480. Ms. Campbell did not give Defendant Argus permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

481. Nonetheless, Defendant Argus reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Argus' Use").

Response: **Denied, except that Argus admits publishing the screenshot linking to the BTO Ad.**

482. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Argus admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k**

483. Upon information and belief, the Argus' Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: **Denied.**

484. Defendant Argus did not have a license or any permission to use the Sowers Photograph or distribute it to others.

Response: **Denied.**

Defendant App.com

485. Defendant App.com is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Neptune, New Jersey.

Response: Admitted.

486. Upon information and belief, App.com has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Denied.

487. App.com is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors (“USA Today Network”).

Response: Admitted.

488. The USA Today Network targets delivery of content, advertisements and subscriptions to Missouri residents, including those located within the jurisdiction of this Court.

Response: Denied.

489. As part of its publication, App.com sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

490. As part of its publication, App.com also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

491. Upon information and belief, App.com receives some of its content from Defendant USAToday and/or Defendant Gannett through a content delivery network.

Response: Admitted that App.com receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein. .

492. Upon information and belief, App.com pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

493. Upon information and belief, App.com knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

494. Upon information and belief, App.com determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

495. App.com maintains at least one server accessible online to the public at www.app.com (the “Website”).

Response: Admitted.

496. The Website has a copyright notice on the website © 2021 www.app.com. All rights reserved.

Response: Admitted.

497. App.com used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

498. The Sowers Photograph was used for advertising by the App.com.

Response: Denied.

499. On its Website, App.com posts and disseminates content to its subscribers, including those located in Missouri.

Response: App.com admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

500. Such content is used to market and promote App.com and its advertisers.

Response: App.com admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

501. Upon information and belief, Defendant App.com has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant App.com's Infringement

502. Defendant App.com reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.app.com.

Response: App.com admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). App.com further admits that the subject screen shot was a

photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. App.com states further that the screenshot served as a link for readers to view the BTO Ad as part of USA Today's Ad Meter program. Except to the extent specifically admitted herein, App.com denies the allegations of this paragraph.

503. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

504. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

505. Upon information and belief, Defendant App.com intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

506. Defendant App.com website includes commercial advertising targeting the subscribers of App.com's publication, including those in Missouri.

Response: Denied.

507. Upon information and belief, advertisers promoted on Defendant App.com's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

508. Upon information and belief, App.com selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

509. Upon information and belief, App.com is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

510. Upon information App.com reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

511. Alternatively, App.com obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Providence Journal's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that App.com admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

512. Defendant App.com also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that App.com admits publishing the screenshot linking to the BTO Ad.

513. Defendant App.com's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

514. Ms. Campbell did not give Defendant App.com permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

515. Ms. Campbell did not give Defendant App.com permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

516. Nonetheless, Defendant App.com reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "App.com's Use").

Response: Denied, except that App.com admits publishing the screenshot linking to the BTO Ad.

517. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: Denied, except that App.com admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k

518. Upon information and belief, the App.com's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

519. Defendant App.com knew it did not have a license or any permission to use the Sowers Photograph or to distribute it to others.

Response: Denied.

Defendant Florida Times

520. Defendant Florida Times is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Jacksonville, Florida.

Response: Admitted.

521. Upon information and belief, Florida Times has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Florida Times admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

522. Florida Times is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors (“USA Today Network”).

Response: Admitted.

523. The USA Today Network targets delivery of content, advertisements and subscriptions to Missouri residents, including those located within the jurisdiction of this Court.

Response: Denied.

524. As part of its publication, Florida Times sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

525. As part of its publication, Florida Times also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

526. Upon information and belief, Florida Times receives some of its content from Defendant USA Today and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Florida Times receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein. .

527. Upon information and belief, Florida Times pays Defendant USA Today and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

528. Upon information and belief, Florida Times knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

529. Upon information and belief, Florida Times determines which content received from Defendant Gannett and/or Defendant USA Today is used for its website, its advertisers and in its publication.

Response: Admitted.

530. Florida Times maintains at least one server accessible online to the public at www.jacksonville.com (the “Website”).

Response: Admitted.

531. The Website has a copyright notice on the website © 2021 www.jacksonville.com. All rights reserved.

Response: Admitted.

532. Florida Times used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

533. The Sowers Photograph was used for advertising by the Florida Times.

Response: Denied.

534. On its Website, Florida Times posts and disseminates content to its subscribers, including those located in Missouri.

Response: Florida Times admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

535. Such content is used to market and promote Florida Times and its advertisers.

Response: Florida Times admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

536. Upon information and belief, Defendant Florida Times has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Florida Times's Infringement

537. Defendant Florida Times reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.jacksonville.com.

Response: Florida Times admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled “Be The One” that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® (“BTO Ad”). Florida Times further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Florida Times states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday’s Ad Meter program. Except to the extent specifically admitted herein, Florida Times denies the allegations of this paragraph.

538. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

539. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

540. Upon information and belief, Defendant Florida Times intentionally removed Ms. Campbell’s name from the image and distributed the image knowing that Ms. Campbell’s name had been removed without the permission of Ms. Campbell.

Response: Denied.

541. Defendant Florida Times website includes commercial advertising targeting the subscribers of Florida Times’ publication, including those in Missouri.

Response: Denied.

542. Upon information and belief, advertisers promoted on Defendant Florida Times' website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

543. Upon information and belief, Florida Times selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

544. Upon information and belief, Florida Times is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticated media company is aware of the consequences for failing to do so.

Response: Admitted.

545. Upon information Florida Times reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

546. Alternatively, Florida Times obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Florida Times' website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Florida Times admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

547. Defendant Florida Times also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: **Denied, except that Florida Times admits publishing the screenshot linking to the BTO Ad.**

548. Defendant Florida Times' infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: **Denied.**

549. Ms. Campbell did not give Defendant Florida Times permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: **Denied.**

550. Ms. Campbell did not give Defendant Florida Times permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: **Denied.**

551. Nonetheless, Defendant Florida Times reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Florida Times' Use").

Response: **Denied, except that Florida Times admits publishing the screenshot linking to the BTO Ad.**

552. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Florida Times admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcl4xPR_k**

553. Upon information and belief, the Florida Times' Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

554. Defendant Florida Times knew it did not have a license or any permission to use the Sowers Photograph or to distribute it to others.

Response: Denied.

Defendant Visalia Times-Delta Journal

555. Defendant Visalia Times–Delta is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Visalia, California.

Response: Admitted.

556. Upon information and belief, Visalia Times–Delta has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Visalia Times-Delta admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

557. Visalia Times–Delta is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors (“USA Today Network”).

Response: Admitted.

558. The USA Today Network targets delivery of content, advertisements and subscriptions to Missouri residents, including those located within the jurisdiction of this Court.

Response: Denied.

559. As part of its publication, Visalia Times–Delta sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

560. As part of its publication, Visalia Times–Delta also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

561. Upon information and belief, Visalia Times–Delta receives some of its content from Defendant USAToday and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Visalia Times-Delta receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

562. Upon information and belief, Visalia Times–Delta pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

563. Upon information and belief, Visalia Times–Delta knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

564. Upon information and belief, Visalia Times–Delta determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

565. Visalia Times–Delta maintains at least one server accessible online to the public at www.visaliatimesdelta.com (the “Website”).

Response: Admitted.

566. The Website has a copyright notice on the website © 2021 www.visaliatimesdelta.com. All rights reserved.

Response: Admitted.

567. Visalia Times–Delta used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

568. The Sowers Photograph was used for advertising by the Visalia Times–Delta.

Response: Denied.

569. On its Website, Visalia Times–Delta posts and disseminates content to its subscribers, including those located in Missouri.

Response: Visalia Times-Delta admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

570. Such content is used to market and promote Visalia Times–Delta and its advertisers.

Response: Visalia Times-Delta admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

571. Upon information and belief, Defendant Visalia Times-Delta has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Visalia Times - Delta's Alleged Infringement

572. Defendant Visalia Times-Delta reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.visaliatimesdelta.com.

Response: Visalia Times-Delta admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Visalia Times-Delta further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Visalia Times-Delta states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Visalia Times-Delta denies the allegations of this paragraph.

573. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: Denied.

574. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: Denied.

575. Upon information and belief, Defendant Visalia Times-Delta intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: Denied.

576. Defendant Visalia Times-Delta website includes commercial advertising targeting the subscribers of Visalia Times-Delta's publication, including those in Missouri.

Response: Denied.

577. Upon information and belief, advertisers promoted on Defendant Visalia Times-Delta's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: Denied.

578. Upon information and belief, Visalia Times-Delta selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: Denied.

579. Upon information and belief, Visalia Times-Delta is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

580. Upon information Visalia Times-Delta reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

581. Alternatively, Visalia Times-Delta obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Visalia Times-Delta's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Visalia Times-Delta admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

582. Defendant Visalia Times-Delta also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Visalia Times-Delta admits publishing the screenshot linking to the BTO Ad.

583. Defendant Visalia Times-Delta's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

584. Ms. Campbell did not give Defendant Visalia Times-Delta permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

585. Ms. Campbell did not give Defendant Visalia Times-Delta permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

586. Nonetheless, Defendant Visalia Times-Delta reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with

advertising content via its website to its digital subscribers and others (the “Visalia Times–Delta’s Use”).

Response: **Denied, except that Visalia Times-Delta admits publishing the screenshot linking to the BTO Ad.**

587. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: **Denied, except that Visalia Times-Delta admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k**

588. Upon information and belief, the Visalia Times–Delta’s Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: **Denied.**

589. Defendant Visalia Times–Delta knew it did not have a license or any permission to use the Sowers Photograph or to distribute it to others.

Response: **Denied.**

Defendant Milwaukee Journal

590. Defendant Milwaukee Journal is a daily publication which publishes national and international articles in print, digital, video and on social media as part of the USA Today Network and has its headquarters located in Madison, Wisconsin.

Response: **Admitted.**

591. Upon information and belief, Milwaukee Journal has subscribers, advertisers and is distributed digitally across the United States, which includes targeted Missouri residents.

Response: Milwaukee Journal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

592. Milwaukee Journal is part of a network of over 300 publications across 46 states with 5,000 journalists which covers the United States and provides content to over 150 million monthly visitors (“USA Today Network”).

Response: Admitted.

593. The USA Today Network targets delivery of content, advertisements and subscriptions to Missouri residents, including those located within the jurisdiction of this Court.

Response: Denied.

594. As part of its publication, Milwaukee Journal sells copies of its publication along with subscriptions and advertising for the publication.

Response: Admitted.

595. As part of its publication, Milwaukee Journal also provides a website where digital subscribers, including those located in Missouri, can access and review its content, including photographs, videos and advertising.

Response: Admitted.

596. Upon information and belief, Milwaukee Journal receives some of its content from Defendant USAToday and/or Defendant Gannett through a content delivery network.

Response: Admitted that the Milwaukee Journal Sentinel receives some of its content from the various subsidiary and affiliated publications of Defendant Gannett, including the other Defendants herein.

597. Upon information and belief, Milwaukee Journal pays Defendant USAToday and/or Defendant Gannett to belong to the USA Today Network and for access to the content delivery network.

Response: Denied.

598. Upon information and belief, Milwaukee Journal knows that the some of the publications which are part of the USA Today Network are printed at various locations across the United States, including in the Kansas City area.

Response: Denied.

599. Upon information and belief, Milwaukee Journal determines which content received from Defendant Gannett and/or Defendant USAToday is used for its website, its advertisers and in its publication.

Response: Admitted.

600. Milwaukee Journal maintains at least one server accessible online to the public at www.jsonline.com (the “Website”).

Response: Admitted.

601. The Website has a copyright notice on the website © 2021 www.jsonline.com. All rights reserved.

Response: Admitted.

602. Milwaukee Journal used the Sowers Photograph in association with advertisements placed on the Website which were displayed along with the Sowers Photograph.

Response: Denied.

603. The Sowers Photograph was used for advertising by the Milwaukee Journal.

Response: Denied.

604. On its Website, Milwaukee Journal posts and disseminates content to its subscribers, including those located in Missouri.

Response: Milwaukee Journal admits that content on its website is available to anyone, anywhere that chooses to view it, but denies that it targets its content to subscribers in Missouri and otherwise denies the allegations of this paragraph.

605. Such content is used to market and promote Milwaukee Journal and its advertisers.

Response: Milwaukee Journal admits that it derives revenue from the content it publishes, but denies that such content is used to market or promote it or its advertisers.

606. Upon information and belief, Defendant Milwaukee Journal has targeted dissemination of its content toward residents in the state of Missouri.

Response: Denied.

Defendant Milwaukee Journal's Infringement

607. Defendant Milwaukee Journal reproduced Plaintiff's image and distributed it to its subscribers, including those located in Missouri, via its website located at www.jsonline.com.

Response: Milwaukee Journal admits linking to a USAToday server and thereby publishing a screenshot from a commercial for Microsoft® entitled "Be The One" that portrayed Katie Sowers and produced for purposes of display during the 2020 National Football League Super Bowl® ("BTO Ad"). Milwaukee Journal further admits that the subject screen shot was a photograph of Katie Sowers that appears to be the same as the Sowers Photograph referenced by Plaintiff herein. Milwaukee Journal states further that the screenshot served as a link for readers to view the BTO Ad as part of USAToday's Ad Meter program. Except to the extent specifically admitted herein, Milwaukee Journal denies the allegations of this paragraph.

608. Upon information and belief, the photograph was a large PNG image file which was over 1 megabyte in size and had a pixel resolution of approximately 1361 x 764.

Response: **Denied.**

609. Upon information and belief, the reproduced photograph removed the reference to Ms. Stephanie Campbell as the author of the work.

Response: **Denied.**

610. Upon information and belief, Defendant Milwaukee Journal intentionally removed Ms. Campbell's name from the image and distributed the image knowing that Ms. Campbell's name had been removed without the permission of Ms. Campbell.

Response: **Denied.**

611. Defendant Milwaukee Journal website includes commercial advertising targeting the subscribers of Milwaukee Journal's publication, including those in Missouri.

Response: **Denied.**

612. Upon information and belief, advertisers promoted on Defendant Milwaukee Journal's website are based on the location of the viewer, these advertisements target Missouri residents who access Defendant's website and include advertisers targeting Missouri residents.

Response: **Denied.**

613. Upon information and belief, Milwaukee Journal selected Plaintiff's image for inclusion on its website and modified its website to include a reproduction of Plaintiff's image.

Response: **Denied.**

614. Upon information and belief, Milwaukee Journal is accustomed to negotiating and obtaining licenses for use of photographic images and as a sophisticate media company is aware of the consequences for failing to do so.

Response: Admitted.

615. Upon information Milwaukee Journal reproduced Plaintiff's image by taking a screen shot of the image on January 28, 2020 and storing the image on its website for distribution to its subscribers, including those in Missouri.

Response: Denied.

616. Alternatively, Milwaukee Journal obtained an unlicensed reproduction of Plaintiff's image from Defendant Gannett or Defendant USA Today for use on Milwaukee Journal's website for its digital subscribers and in connection with advertising located on its website.

Response: Denied, except that Milwaukee Journal admits obtaining the screenshot linking to the BTO Ad from either Gannett or USA Today.

617. Defendant Milwaukee Journal also used the image as part of a video which was provided through its website to various subscribers around the United States, including those located in Missouri.

Response: Denied, except that Milwaukee Journal admits publishing the screenshot linking to the BTO Ad.

618. Defendant Milwaukee Journal's infringement arose out of the reproduction of Plaintiff's image, the selection of Plaintiff's image and customization of its website to include the unlicensed reproduction of Plaintiff's image, and further distribution of Plaintiff's image via its website to various subscribers, including Missouri residents.

Response: Denied.

619. Ms. Campbell did not give Defendant Milwaukee Journal permission to reproduce or use the Sowers Photograph or any of her other photographs in anyway.

Response: Denied.

620. Ms. Campbell did not give Defendant Milwaukee Journal permission to distribute a reproduction of Plaintiff's image to others for further reproduction, display and distribution.

Response: Denied.

621. Nonetheless, Defendant Milwaukee Journal reproduced Plaintiff's photograph and used the reproduced Sowers Photograph, distributing the photograph to others along with advertising content via its website to its digital subscribers and others (the "Milwaukee Journal's Use").

Response: Denied, except that Milwaukee Journal admits publishing the screenshot linking to the BTO Ad.

622. The reproduced photograph is viewable by anyone in the United States with internet access, including individuals residing in Missouri.

Response: Denied, except that Milwaukee Journal admits the BTO Ad is viewable on YouTube at https://www.youtube.com/watch?v=JhHcI4xPR_k

623. Upon information and belief, the Milwaukee Journal's Use was part of a marketing and promotional scheme to provide content to existing subscribers, to attract new subscribers and to encourage new advertisers to advertise in its publication and include Missouri residents and Missouri advertisers.

Response: Denied.

624. Defendant Milwaukee Journal knew it did not have a license or any permission to use the Sowers Photograph or to distribute it to others.

Response: Denied.

COUNT 1 - COPYRIGHT INFRINGEMENT
(17 U.S.C. § 501)

625. Campbell incorporates by reference the allegations of each of the above paragraphs as if fully set forth herein.

Response: Defendants repeat and incorporate by reference each response to each allegation of paragraphs 1 through 624 as and for their response to paragraph 625.

626. Campbell has a copyright registration for the Sowers Photograph.

Response: Defendants lack knowledge or information sufficient to form a belief about the truth of this allegation and consequently deny this allegation.

627. Each of Defendants infringed Campbell's copyright through the unlawful display, reproduction, distribution, and creation of a derivative works of the Sowers Photograph which were reproduced and distributed via the Content Delivery Network for use via postings on each of the Gannett Infringer's websites and other places online.

Response: Denied.

628. Each of the Gannett Infringers did not have any license, authorization, permission or consent to use Plaintiff's copyrighted images.

Response: Denied.

629. As a result of Defendant's direct infringement, Campbell is entitled to damages, including an election of statutory or actual damages, in an amount to be proven at trial.

Response: Denied.

630. Each of the Gannett Infringers are sophisticated media companies who are familiar with licensing images.

Response: Admitted that the Gannett defendants are media companies which are familiar with licensing images. Denied with respect to the allegation of infringement.

631. The Gannett Infringers actions have been willful, intentional and purposeful in disregard of and indifferent to Plaintiff's rights.

Response: **Denied.**

632. As a direct and proximate result of each of the Gannett Infringers infringement of Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is entitled to the maximum statutory damages in the amount of \$150,000 for each work infringed by each Defendant, or such other amounts as may be proper under 17 U.S.C. §504(c). Alternatively, at Plaintiff's election, Plaintiff shall be entitled to her actual damages, including the Gannett Infringers' profits from infringement, pursuant to 17 U.S.C. §504(b).

Response: **Denied.**

633. Plaintiff is further entitled to her attorney's fees and full costs pursuant to 17 U.S.C. § 505 is also entitled to any profits attributable to the direct infringement.

Response: **Denied.**

634. The infringement by the Gannett Infringers has caused and is continuing to cause irreparable harm to Ms. Campbell for which she has no adequate remedy at law. Unless this Court restrains Defendants from infringing Ms. Campbell's protected work, the harm will continue to occur in the future. Accordingly, Ms. Campbell is entitled to a preliminary and permanent injunction prohibiting further infringements of her copyright and exclusive rights under copyright.

Response: **Denied.**

COUNT 2 – CONTRIBUTORY COPYRIGHT INFRINGEMENT
(17 U.S.C. § 501)

635. Ms. Campbell incorporates by reference the allegations of each of the above paragraphs as if fully set forth herein.

Response: Defendants repeat and incorporate by reference each response to each allegation of paragraphs 1 through 634 as and for their response to paragraph 635.

636. Copyright works owned by Plaintiff, and derivative works thereof, have been and continue to be illegally reproduced and distributed without authorization as part of a content delivery network by Defendant USAToday and/or Defendant Gannett (“Network Infringers”) in violation of 17 U.S.C. § 501.

Response: Denied.

637. The Gannett Infringers directly infringed Plaintiff’s copyright with content received from the Network Infringers for use as part of their publication including for use on and through their websites.

Response: Denied.

638. The Network Infringers knew or should have known of the infringing activity of each of the Gannett Infringers.

Response: Denied.

639. The Network Infringers induced, caused or materially contributed to the infringing activity by each of the Gannett Infringers.

Response: Denied.

640. The Network Infringers have actual and constructive knowledge of the infringing activity that occurs on and through the use of their content delivery network. Through the creation, maintenance and operation of their network, the Network Infringers are liable for such infringing acts as a contributory infringer.

Response: Denied.

641. The Network Infringers knowingly cause or otherwise materially contribute to the unlawful reproduction and distribution of Plaintiff's copyrighted works and derivative works in violation of Plaintiff's exclusive rights under the Copyright Act.

Response: Denied.

642. The acts of the Network Infringers have been willful, intentional and purposeful, in disregard of and indifferent to Plaintiff's rights.

Response: Denied.

643. As a direct and proximate result of the Network Infringers contributory infringement of Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is entitled to maximum statutory damages in the amount of \$150,000 for each work infringed by each Network Infringer, or for such other amounts as may be proper under 17 U.S.C. §504(c). Alternatively, at Plaintiff's election, Plaintiff shall be entitled to her actual damages, including the Network Infringer's profits from infringement pursuant to 17 U.S.C. §504(b).

Response: Denied.

644. Plaintiff is further entitled to her attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

Response: Denied.

645. The Network Infringers contributory infringement has caused and is causing irreparable harm to Ms. Campbell for which she has no adequate remedy at law. Unless this Court restrains the Network Infringers from infringing Ms. Campbell's protected work, the harm will continue to occur in the future. Accordingly, Ms. Campbell is entitled to a permanent injunction prohibiting further infringements of her copyrights and exclusive rights under copyright.

Response: Denied.

COUNT 3 – VICARIOUS COPYRIGHT INFRINGEMENT
(17 U.S.C. § 501)

646. Ms. Campbell incorporates by reference the allegations of each of the above paragraphs as if fully set forth herein.

Response: Defendants repeat and incorporate by reference each response to each allegation of paragraphs 1 through 645 as and for their response to paragraph 646.

647. Copyright works owned by Plaintiff, and derivative works thereof, have been and continue to be illegally reproduced and distributed without authorization on the Gannett Infringers publications including as part of their websites in violation of 17 U.S.C. § 501.

Response: Denied.

648. Gannett is vicariously liable for such infringing acts. Gannett have the right and ability to supervise and control the infringing activities that occur by the Gannett Infringers including on their publication and through their websites.

Response: Denied.

649. At all relevant times, Gannett has a direct financial benefit attributable to the infringement by the Gannett Infringers. Gannett is therefore vicariously liable for the unlawful reproduction and distribution of Plaintiff's copyrighted works and the derivative works thereof in violation of Plaintiff's exclusive rights under the copyright laws of the United States including those protected by 17 U.S.C. §106.

Response: Denied.

650. The acts of Gannett have been willful, intentional and purposeful, in disregard of and indifferent to Plaintiff's rights.

Response: Denied.

651. As a direct and proximate result of Gannett's vicarious infringement of Plaintiff's copyrights and exclusive rights under copyright Plaintiff is entitled to maximum statutory damages in the amount of \$150,000 for each work infringed by each Gannett Infringer, or for such other amounts as may be proper under 17 U.S.C. §504(c). Alternatively, at Plaintiff's election, Plaintiff shall be entitled to her actual damages, including the Gannett Infringer's profits from infringement pursuant to 17 U.S.C. § 504(b).

Response: Denied.

652. Plaintiff is further entitled to her attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

Response: Denied.

653. Gannett's vicarious infringement has caused and is causing irreparable harm to Ms. Campbell for which she has no adequate remedy at law. Unless this Court restrains Gannett from infringing Ms. Campbell's protected work, the harm will continue to occur in the future. Accordingly, Ms. Campbell is entitled to a permanent injunction prohibiting further infringements of her copyrights and exclusive rights under copyright.

Response: Denied.

COUNT 4 –COPYRIGHT INFRINGEMENT
(17 U.S.C. § 1202)

654. Ms. Campbell incorporates by reference the allegations of each of the above paragraphs as if fully set forth herein.

Response: Defendants repeat and incorporate by reference each response to each allegation of paragraphs 1 through 653 as and for their response to paragraph 654.

655. Upon information and belief, Gannett and/or USAToday intentionally removed Ms. Campbell's name from the photograph.

Response: Denied.

656. Gannett and/or USAToday distributed the copies of Ms. Campbell's photograph knowing that the copyright management information, namely, Ms. Campbell's name had been removed without permission from Ms. Campbell.

Response: Denied.

657. Gannett and/or USAToday knew or had reason to know that the removal of Ms. Campbell's name would induce, enable, facilitate or conceal the infringement of at least one of Ms. Campbell's exclusive rights under 17 U.S.C. §106.

Response: Denied.

FURTHER ANSWER AND DEFENSE

For and as a further answer and defense, without in anyway assuming the burden of proof as to any matter on which Plaintiff has the burden of proof under applicable law, or in any way acknowledging that Plaintiff has a valid or viable claim, Defendants state:

1. On or about January 26, 2020, Plaintiff entered into an unlimited and unrestricted Copyright License Agreement ("License") for the use, marketing, promotion, distribution, copying, reproduction, display and electronic publication of the Sowers Photo, including the right to modify and alter the Sowers Photo.

2. Pursuant to that License, the Sowers Photo was used and displayed in an advertisement for Microsoft® that was telecast during the 2020 National Football League Super Bowl®. The advertisement, called "Be The One" ("BTO Ad") was about National Football League coach, Katie Sowers, and her achievement as one of the first female NFL coaches and the first female to coach at a Super Bowl®. In accordance with the License, the Sowers Photograph was displayed at about the 40 second mark of the BTO Ad without attribution or other information.

3. In addition to the Super Bowl® telecast, the BTO Ad was published on YouTube and can be found at https://www.youtube.com/watch?v=JhHcl4xPR_k.

4. Through YouTube, Microsoft and its advertising agency submitted the BTO Ad with the Sowers Photo to Gannett and USA Today for use and display in their AdMeter Program pursuant to the License Plaintiff granted.

5. The AdMeter program was started in 1989 and gauges consumers' opinions about television's most expensive commercials, those that run during the Super Bowl®. Since then, the results have become the industry-leading tool used to measure public opinion surrounding Super Bowl® ads. Thousands of persons register and participate to express their opinions and evaluations about the Super Bowl® advertisements submitted.

6. In 2020, along with the BTO Ad, the AdMeter program included 62 advertisements and had more than 20,000 registered voters. The BTO Ad placed ninth.

First Defense (License)

7. For the reasons expressed in paragraphs 1 through 6 above, each of which are incorporated herein by reference, among others, Plaintiff's claims are barred in that Defendants' use was with license and permission.

Second Defense (Fair Use 17 U.S.C § 107)

8. For the reasons expressed in paragraphs 1 through 6 above, each of which are incorporated herein by reference, among others, Plaintiff's claims are barred in whole or in part by the doctrine of fair use as found at 17 U.S.C. § 107. To the extent the Sowers Photo was used as a screen shot for linking to and viewing the BTO Ad, Defendants' use was transformative in that it was used as a vehicle for commentary and evaluation about the BTO Ad wherein the Sowers Photo was displayed with Plaintiff's permission and license.

Third Defense (Implied Consent)

9. For the reasons expressed in paragraphs 1 through 6 above, each of which are incorporated herein by reference, among others, Plaintiff has impliedly consented to Defendants' publication and her claims should be barred as a result.

Fourth Defense (Invalid Registration)

10. Plaintiff's claims are barred in whole or in part to the extent the registration of the works with the United States Copyright Office is invalid or unenforceable or to the extent Plaintiff failed to register copyright in the Sowers Photo before commencement of this action or within three months of first publication as required under 17 U.S.C. § 412.

Fifth Defense (Innocent Infringement)

11. The facts set forth in paragraphs 1 through 6 above, each of which are incorporated herein by reference, refute any claim that the Defendants intentionally removed copyright management information or willfully infringed Plaintiff's copyright. Further, there is no merit to Plaintiff's allegation that Defendants continue to display the photograph, in that Defendants removed the photograph from any location where it would be readily displayed or perceived by the public upon being advised of Plaintiff's claims and before this lawsuit was filed. As such, assuming Plaintiff can maintain any claim for copyright infringement, which Defendants deny, such infringement was innocent and not willful as alleged.

Reservation of Right to Assert Additional Defenses

22. Defendants reserve the right to assert additional defenses as may become apparent as the litigation proceeds.

WHEREFORE, Defendants pray that Plaintiff's Complaint be dismissed with prejudice, that Judgment be entered in their favor, and that they be awarded their costs and attorneys' fees incurred herein.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ Joseph E. Martineau
Joseph E. Martineau, #32397MO
Lindsey M. Bruno, #73055MO
600 Washington Avenue
Suite 2500
St. Louis, MO 63101-1311
Telephone: 314.444.7729
Fax: 314.612.7729
jmartineau@lewisrice.com
lbruno@lewisrice.com

Scott A. Wissel
1010 Walnut
Suite 500
Kansas City, MO 64106
Telephone: 816.472.2568
Fax: 816.472.2500

Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned counsel for Defendants certifies that a true copy of the foregoing pleading was served via the Court's electronic filing system upon Plaintiff's counsel of record named below this 8th day of October, 2021.

Arthur K. Shaffer
Intellectual Property Center, LLC
7101 College Blvd., Suite 1520
Overland Park, KS 66210

Attorneys for Plaintiff

/s/ Joseph E. Martineau