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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ABKCO MUSIC, INC., *et al.*,

Plaintiffs,

v.

ROBLOX CORPORATION,

Defendant.

Case No. 2:21-cv-04705-RSWL-MAA

**DEFENDANT ROBLOX
CORPORATION'S ANSWER**

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Defendant Roblox Corporation (“Roblox”), by and through its attorneys of record, respectfully submits this Answer and Affirmative Defenses to Plaintiffs’ Complaint (Dkt. 1), as follows:

GENERAL DENIAL

Except as otherwise expressly stated herein, Roblox: (1) generally denies each and every allegation in the Complaint, including, without limitation, any allegations contained in the introduction, headings, subheadings, unnumbered Paragraphs, and footnotes; (2) specifically denies that it has caused Plaintiffs to suffer any harm, losses, or damages; (3) denies any liability to Plaintiffs; and (4) declines to adopt or acknowledge as accurate any defined terms in the Complaint to the extent they constitute allegations directed at Roblox. Roblox reserves the right to challenge the authenticity of all sources and documents referred to or purportedly quoted from in the Complaint, and to assert that any of the sources or documents referred to or purportedly quoted from by Plaintiffs in the Complaint are covered by the attorney-client privilege, the work-product doctrine, and/or otherwise applicable privileges. Roblox reserves the right to seek to amend or supplement its Answer as may be necessary or appropriate.

RESPONSES TO SPECIFIC ALLEGATIONS

1. To the extent the allegations in Paragraph 1 contain legal conclusions, no response is required. Roblox denies all remaining allegations in Paragraph 1 for lack of knowledge or information sufficient to form a belief as to their truth.

2. Paragraph 2 contains legal conclusions to which no response is required. Roblox admits that it is a human co-experience platform that enables billions of users to come together to play, learn, communicate, explore, and expand their friendships. Roblox admits that it is a publicly traded company that had a market capitalization of around \$50 billion at the time the Complaint was filed. Roblox denies all remaining allegations in Paragraph 2.

1 3. Roblox admits that it aspires to build a safe and civil online society.
2 Roblox denies all remaining allegations in Paragraph 3.

3 4. Paragraph 4 contains legal conclusions to which no response is
4 required. Roblox denies all remaining allegations.

5 5. To the extent the allegations in Paragraph 5 contain legal conclusions,
6 no response is required. With respect to allegations that purport to quote from,
7 describe, or paraphrase other sources, Roblox refers to those sources for the accuracy
8 and completeness of the quotations. Roblox denies all remaining allegations in
9 Paragraph 5.

10 6. Roblox admits that its platform contains Boomboxes and Game Passes
11 that enable users to listen to audio files in Roblox experiences (also known as
12 games). Roblox denies all remaining allegations in Paragraph 6, including for lack
13 of knowledge or information sufficient to form a belief as to their truth.

14 7. To the extent the allegations in Paragraph 7 contain legal conclusions,
15 no response is required. Roblox admits that users must pay Robux to upload an
16 audio file to Roblox's Library. Roblox denies the remaining allegations in the first
17 sentence of Paragraph 7. Roblox admits that its users may advertise and offer other
18 users access to a variety of experiences and items on Roblox's platform, including
19 Boomboxes and Game Passes, in exchange for Robux. Roblox admits that it takes
20 a commission for every in-experience transaction on the platform. Roblox denies
21 the remaining allegations in the second sentence of Paragraph 7. Roblox admits that
22 Robux is a virtual currency used on the Roblox platform. Roblox denies all
23 remaining allegations in the third sentence of Paragraph 7. With respect to
24 allegations in Paragraph 7 that purport to quote from, describe, or paraphrase other
25 sources, Roblox refers to those sources for the accuracy and completeness of the
26 quotations. Roblox denies all remaining allegations in Paragraph 7.

27 8. To the extent the allegations in Paragraph 8 contain legal conclusions,
28 no response is required. Roblox admits that, in the first quarter of 2021, an average

1 of 42.1 million people used Roblox daily and that it has a total user base of over 200
 2 million. Roblox denies the allegations in the last sentence of Paragraph 8 for lack
 3 of knowledge or information sufficient to form a belief as to their truth. Roblox
 4 denies all remaining allegations in Paragraph 8.

5 9. To the extent the allegations in Paragraph 9 contain legal conclusions,
 6 no response is required. Roblox admits that it employs over a thousand human
 7 moderators who review content uploaded to Roblox's platform by users, including
 8 audio files, for dangerous or offensive material. Roblox denies all remaining
 9 allegations in Paragraph 9.

10 10. The allegations in Paragraph 10 contain legal conclusions to which no
 11 response is required. Roblox denies all remaining allegations in Paragraph 10.

12 11. The allegations in Paragraph 11 contain legal conclusions to which no
 13 response is required. Roblox denies all remaining allegations in Paragraph 11.

14 12. The allegations in Paragraph 12 contain legal conclusions to which no
 15 response is required. Roblox denies all remaining allegations in Paragraph 12.

16 **JURISDICTION AND VENUE**

17 13. Roblox admits that Plaintiffs purport to bring an action under 17 U.S.C.
 18 § 101 for damages and injunctive relief. To the extent Paragraph 13 contains any
 19 other allegations, they are legal conclusions that do not require a response. To the
 20 extent Paragraph 13 contains any factual allegations, they are denied.

21 14. Roblox admits that Plaintiffs purport to bring an action under 17 U.S.C.
 22 § 101, for which this Court would have subject matter jurisdiction pursuant to 28
 23 U.S.C. §§ 1331, 1338(a). To the extent Paragraph 14 contains any other allegations,
 24 they are legal conclusions that do not require a response. To the extent Paragraph
 25 14 contains any factual allegations, they are denied.

26 15. Roblox admits it is headquartered in San Mateo, California, and that it
 27 conducts business in California. To the extent Paragraph 15 contains any other
 28

1 allegations, they are legal conclusions that do not require a response. To the extent
 2 Paragraph 15 contains any factual allegations, they are denied.

3 16. Roblox admits that Roblox resides or may be found in this District. To
 4 the extent Paragraph 16 contains any other allegations, they are legal conclusions
 5 that do not require a response. To the extent Paragraph 16 contains any factual
 6 allegations, they are denied.

THE PARTIES

ABKCO

9 17. Roblox denies the allegations in Paragraph 17 for lack of knowledge or
 10 information sufficient to form a belief as to their truth.

Big Machine

12 18. Roblox denies the allegations in Paragraph 18 for lack of knowledge or
 13 information sufficient to form a belief as to their truth.

Concord Music

15 19. Roblox denies the allegations in Paragraph 19 for lack of knowledge or
 16 information sufficient to form a belief as to their truth.

17 20. Roblox denies the allegations in Paragraph 20 for lack of knowledge or
 18 information sufficient to form a belief as to their truth.

19 21. Roblox denies the allegations in Paragraph 21 for lack of knowledge or
 20 information sufficient to form a belief as to their truth.

21 22. Roblox denies the allegations in Paragraph 22 for lack of knowledge or
 22 information sufficient to form a belief as to their truth.

23 23. Roblox denies the allegations in Paragraph 23 for lack of knowledge or
 24 information sufficient to form a belief as to their truth.

25 24. Roblox denies the allegations in Paragraph 24 for lack of knowledge or
 26 information sufficient to form a belief as to their truth.

Downtown

25. Roblox denies the allegations in Paragraph 25 for lack of knowledge or information sufficient to form a belief as to their truth.

Hipgnosis

26. Roblox denies the allegations in Paragraph 26 for lack of knowledge or information sufficient to form a belief as to their truth.

27. Roblox denies the allegations in Paragraph 27 for lack of knowledge or information sufficient to form a belief as to their truth.

28. Roblox denies the allegations in Paragraph 28 for lack of knowledge or information sufficient to form a belief as to their truth.

Kobalt

29. Roblox denies the allegations in Paragraph 29 for lack of knowledge or information sufficient to form a belief as to their truth.

MPL

30. Roblox denies the allegations in Paragraph 30 for lack of knowledge or information sufficient to form a belief as to their truth.

31. Roblox denies the allegations in Paragraph 31 for lack of knowledge or information sufficient to form a belief as to their truth.

32. Roblox denies the allegations in Paragraph 32 for lack of knowledge or information sufficient to form a belief as to their truth.

33. Roblox denies the allegations in Paragraph 33 for lack of knowledge or information sufficient to form a belief as to their truth.

Peer

34. Roblox denies the allegations in Paragraph 34 for lack of knowledge or information sufficient to form a belief as to their truth.

35. Roblox denies the allegations in Paragraph 35 for lack of knowledge or information sufficient to form a belief as to their truth.

36. Roblox denies the allegations in Paragraph 36 for lack of knowledge or information sufficient to form a belief as to their truth.

37. Roblox denies the allegations in Paragraph 37 for lack of knowledge or information sufficient to form a belief as to their truth.

38. Roblox denies the allegations in Paragraph 38 for lack of knowledge or information sufficient to form a belief as to their truth.

39. Roblox denies the allegations in Paragraph 39 for lack of knowledge or information sufficient to form a belief as to their truth.

40. Roblox denies the allegations in Paragraph 40 for lack of knowledge or information sufficient to form a belief as to their truth.

Reservoir

41. Roblox denies the allegations in Paragraph 41 for lack of knowledge or information sufficient to form a belief as to their truth.

Spirit

42. Roblox denies the allegations in Paragraph 42 for lack of knowledge or information sufficient to form a belief as to their truth.

Universal

43. Roblox denies the allegations in Paragraph 43 for lack of knowledge or information sufficient to form a belief as to their truth.

44. Roblox denies the allegations in Paragraph 44 for lack of knowledge or information sufficient to form a belief as to their truth.

45. Roblox denies the allegations in Paragraph 45 for lack of knowledge or information sufficient to form a belief as to their truth.

46. Roblox denies the allegations in Paragraph 46 for lack of knowledge or information sufficient to form a belief as to their truth.

47. Roblox denies the allegations in Paragraph 47 for lack of knowledge or information sufficient to form a belief as to their truth.

1 58. Roblox denies the allegations in Paragraph 58 for lack of knowledge or
2 information sufficient to form a belief as to their truth.

3 59. Roblox denies the allegations in Paragraph 59 for lack of knowledge or
4 information sufficient to form a belief as to their truth.

5 60. Roblox denies the allegations in Paragraph 60 for lack of knowledge or
6 information sufficient to form a belief as to their truth.

7 61. Roblox denies the allegations in Paragraph 61 for lack of knowledge or
8 information sufficient to form a belief as to their truth.

9 62. Roblox denies the allegations in Paragraph 62 for lack of knowledge or
10 information sufficient to form a belief as to their truth.

11 63. Roblox denies the allegations in Paragraph 63 for lack of knowledge or
12 information sufficient to form a belief as to their truth.

13 64. Roblox denies the allegations in Paragraph 64 for lack of knowledge or
14 information sufficient to form a belief as to their truth.

15 65. Roblox denies the allegations in Paragraph 65 for lack of knowledge or
16 information sufficient to form a belief as to their truth.

17 66. Roblox denies the allegations in Paragraph 66 for lack of knowledge or
18 information sufficient to form a belief as to their truth.

19 67. The allegations in Paragraph 67 contain legal conclusions to which no
20 response is required. Roblox denies all remaining allegations in Paragraph 67.

21 68. Roblox admits that it was founded in 2004 by David Baszucki and Erik
22 Cassel. Roblox admits that it owns and operates an online platform that is available
23 through the website www.Roblox.com. Roblox admits that its platform can be
24 accessed on mobile devices and the Xbox game console. Roblox admits that it first
25 released its platform to the public in 2006. Roblox denies all remaining allegations
26 in Paragraph 68.

69. Roblox admits that its platform consists of the Roblox Client, the Roblox Studio, and the Roblox Cloud. Roblox denies all remaining allegations in Paragraph 69.

70. Roblox admits that Roblox Client is an application that allows users to explore experiences created by other users. Roblox admits that the Roblox Client can be downloaded from the Roblox Website and online app stores. Roblox admits that users access experiences and interact with other users on the Roblox Client with a customizable “avatar.” Roblox denies all remaining allegations in Paragraph 70.

71. Roblox admits that Roblox Studio is the toolset that allows developers and creators to build, publish, and operate experiences and other content accessed with the Roblox Client. Roblox admits that Roblox Studio can be downloaded from the Roblox Website. Roblox admits that users who use Roblox Studio are sometimes referred to as “developers.” Roblox admits that users who use Roblox Studio can seek to upload 3D models, decals, audio files, video files, meshes, and plugins, among other things, to the Roblox platform. Roblox denies all remaining allegations in Paragraph 71.

72. Roblox admits that Roblox Cloud includes the services and infrastructure that power its human co-experience platform. Roblox denies all remaining allegations in Paragraph 72.

73. The allegations in Paragraph 73 contain legal conclusions to which no response is required. Roblox lacks information necessary to understand what Plaintiffs mean by “these elements interact to create a cohesive environment” and “elaborate content delivery system” and on that basis denies the allegations in the first sentence of Paragraph 73 of the Complaint. Roblox denies all remaining allegations in Paragraph 73.

74. Roblox admits that users must agree to Roblox’s Terms of Use and must respect the intellectual property rights of others. With respect to allegations that purport to quote from, describe, or paraphrase other sources, Roblox refers to those

1 sources for the accuracy and completeness of the quotations. Roblox denies all
2 remaining allegations in Paragraph 74.

3 75. Roblox admits that it promulgates Community Rules that users must
4 abide by, which include rules intended to create a safe environment for users of all
5 ages, including children. Roblox also admits that its Community Rules include a
6 non-exhaustive list of prohibited conduct. With respect to allegations that purport
7 to quote from, describe, or paraphrase other sources, Roblox refers to those sources
8 for the accuracy and completeness of the quotations. Roblox denies the remaining
9 allegations in Paragraph 75 of the Complaint.

10 76. Roblox admits that users must agree to Roblox's Terms of Use and must
11 respect the intellectual property rights of others. Roblox also admits that an audio
12 file can be uploaded through Roblox Studio's asset manager or the Roblox Website
13 and a copy is stored on a Roblox-controlled server. Roblox denies all remaining
14 allegations in Paragraph 76.

15 77. Roblox admits that Roblox users can seek to upload .mp3 or .ogg
16 format audio files to Roblox's Library. Roblox denies all remaining allegations in
17 Paragraph 77.

18 78. The allegations in Paragraph 78 contain legal conclusions to which no
19 response is required. With respect to allegations that purport to quote from, describe,
20 or paraphrase other sources, Roblox refers to those sources for the accuracy and
21 completeness of the quotations. Roblox denies all remaining allegations in
22 Paragraph 78.

23 79. Roblox admits that an audio file can be uploaded through Roblox
24 Studio's asset manager or the Roblox Website and a copy is stored on a Roblox-
25 controlled server. Roblox denies all remaining allegations in Paragraph 79.

26 80. Roblox admits that its users can create a Roblox account for free.
27 Roblox admits the allegations in the second and third sentences of Paragraph 80.
28 Roblox admits that users can purchase a "Roblox Premium" subscription which

1 grants the user a set number of Robux per month and 10% more Robux when the
2 user buys additional Robux. Roblox denies all remaining allegations in Paragraph
3 80.

4 81. Roblox admits that users pay Robux to upload an audio file to Roblox's
5 Library and that the amount of Robux depends on the length of the audio file. With
6 respect to allegations that purport to quote from, describe, or paraphrase other
7 sources, Roblox refers to those sources for the accuracy and completeness of the
8 quotations. Roblox admits that audio files 2-7 minutes long cost 350 Robux to
9 upload. Roblox denies all remaining allegations in Paragraph 81.

10 82. Roblox admits that the Roblox Library is a collection of, among other
11 things, models, decals, audio, video, meshes, and plugins. Roblox admits that the
12 Avatar Shop is a place users can visit to acquire items they can use to customize their
13 avatar. Roblox admits it offers users mechanisms to earn Robux, including in the
14 Avatar Shop. Roblox denies all remaining allegations in the second sentence of
15 Paragraph 82. Roblox denies all remaining allegations in Paragraph 82.

16 83. Roblox admits that human moderators review uploaded songs to ensure
17 that the uploads do not contain dangerous or offensive content. Roblox admits that
18 audio files are not available in the Roblox Library until such review is complete.
19 Roblox denies all remaining allegations in Paragraph 83.

20 84. With respect to allegations in the first sentence of Paragraph 84, which
21 purport to quote from, describe, or paraphrase other sources, Roblox refers to those
22 sources for the accuracy and completeness of the quotations. Roblox admits that it
23 employs systems designed to identify and block offensive and unsafe content from
24 its platform. Roblox denies all remaining allegations in the second sentence of
25 Paragraph 84. With respect to the third sentence of Paragraph 84: Roblox admits
26 that it (i) employs a dedicated team of over 1,700 trust & safety agents who protect
27 its users by focusing on detecting inappropriate content 24/7 through a combination
28 of machine scanning and human moderation; (ii) employs automated tools to filter

1 inappropriate chat communications and block inappropriate Avatar clothing and
2 items; (iii) enforces its Community Rules; (iv) has tools in place to allow users to
3 report inappropriate behavior; (v) provides customizable parental controls; (vi) has
4 entered into partnerships with third parties dedicated to creating a safe online
5 environment; and (vii) has hosted webinars on digital civility and online safety.
6 Roblox denies all remaining allegations in Paragraph 84.

7 85. Roblox admits that it uses machine scanning and a dedicated human-
8 review team to review content uploaded into its platform for safety and security to
9 further its mission of building a safe and civil online society. With respect to
10 allegations that purport to quote from, describe, or paraphrase other sources, Roblox
11 refers to those sources for the accuracy and completeness of the quotations. Roblox
12 denies all remaining allegations in Paragraph 85.

13 86. The allegations in Paragraph 86 contain legal conclusions to which no
14 response is required. Roblox denies all remaining allegations in Paragraph 86.

15 87. To the extent the allegations in Paragraph 87 contain legal conclusions,
16 no response is required. Roblox admits that audio files on the Roblox platform are
17 assigned an Audio ID. Roblox denies all remaining allegations in Paragraph 87.

18 88. The allegations in Paragraph 88 contain legal conclusions to which no
19 response is required. Roblox denies all remaining allegations in Paragraph 88.

20 89. To the extent the allegations in Paragraph 89 contain legal conclusions,
21 no response is required. With respect to the first sentence of Paragraph 89, Roblox
22 admits that Roblox users can stream audio files from the Roblox Studio and Roblox
23 Website Libraries. Roblox also admits that users may be able to stream some audio
24 files within some Roblox experiences. Roblox denies the remaining allegations in
25 the first sentence of Paragraph 89. With respect to allegations that purport to quote
26 from, describe, or paraphrase other sources, Roblox refers to those sources for the
27 accuracy and completeness of the quotations. Roblox denies all remaining
28 allegations in Paragraph 89.

1 90. To the extent the allegations in Paragraph 90 contain legal conclusions,
2 no response is required. Roblox admits that the Roblox Library displays a clickable
3 “play” button along with each audio file. Roblox denies all remaining allegations in
4 Paragraph 90.

5 91. To the extent the allegations in Paragraph 91 contain legal conclusions,
6 no response is required. Roblox admits that each audio file listing in the Roblox
7 Library contains a “Comments” section. Roblox denies all remaining allegations in
8 Paragraph 91.

9 92. With respect to the first sentence of Paragraph 92, Roblox admits that
10 certain aspects the Roblox platform are available to anyone who visits the Roblox
11 website. With respect to the second sentence of Paragraph 92, Roblox denies the
12 allegations.

13 93. The allegations in Paragraph 93 contain legal conclusions to which no
14 response is required. Roblox admits that its platform allows users to upload audio
15 files. Roblox denies all remaining allegations in Paragraph 93.

16 94. With respect to allegations that purport to quote from, describe, or
17 paraphrase other sources, Roblox refers to those sources for the accuracy and
18 completeness of the quotations. Roblox denies all remaining allegations in
19 Paragraph 94.

20 95. The allegations in Paragraph 95 contain legal conclusions to which no
21 response is required. With respect to allegations that purport to quote from, describe,
22 or paraphrase other sources, Roblox refers to those sources for the accuracy and
23 completeness of the quotations. Roblox denies all remaining allegations in
24 Paragraph 95.

25 96. With respect to allegations that purport to quote from, describe, or
26 paraphrase other sources, Roblox refers to those sources for the accuracy and
27 completeness of the quotations. Roblox denies all remaining allegations in
28 Paragraph 96.

1 97. Roblox admits that in September 2013, it added the ability to upload
2 music files in .mp3 format. Roblox admits that it initially limited the maximum
3 length of uploaded .mp3 files to 15 seconds. Roblox admits the current length limit
4 for audio files is 7 minutes. With respect to allegations that purport to quote from,
5 describe, or paraphrase other sources, Roblox refers to those sources for the accuracy
6 and completeness of the quotations. Roblox denies all remaining allegations in
7 Paragraph 97.

8 98. Roblox admits that a Boombox is an in-game item on Roblox's
9 platform. Roblox admits that Boomboxes allow users to play audio files in Roblox's
10 Library. Roblox denies all remaining allegations in Paragraph 98.

11 99. Roblox admits that users can create and sell their own Boomboxes on
12 the platform for Robux, and that Roblox takes a commission on sales of Boomboxes
13 between Roblox users. With respect to allegations that purport to quote from,
14 describe, or paraphrase other sources, Roblox refers to those sources for the accuracy
15 and completeness of the quotations. Roblox denies all remaining allegations in
16 Paragraph 99.

17 100. Roblox admits that it has offered Boomboxes to its users. Roblox
18 admits that the images in Paragraph 100 display Boomboxes Roblox offered in the
19 past. Roblox denies all remaining allegations in Paragraph 100.

20 101. Roblox admits that the experience "FREE RADIO [BOOMBOX]
21 MUSIC" exists on Roblox's platform. Roblox admits that users in the "FREE
22 RADIO [BOOMBOX] MUSIC" experience may play audio files within the
23 experience. Roblox denies all remaining allegations in Paragraph 101 for lack of
24 knowledge or information sufficient to form a belief as to their truth.

25 102. Roblox admits that, when a user activates a Boombox in the "FREE
26 RADIO [BOOMBOX] MUSIC" experience, she is instructed to "[p]ut the ID of a
27 song you like in the textbox below!" Roblox admits that, if the user hits play, and
28

1 the Audio ID is valid, the associated audio file plays within the experience. Roblox
2 denies all remaining allegations in Paragraph 102.

3 103. Roblox admits that the Roblox platform contains Game Passes, which
4 give players special perks and abilities in experiences. Roblox admits that “Radio
5 Pass” and “Music Player” are among the game passes that enable in-game audio on
6 the Roblox platform. Roblox denies all remaining allegations in Paragraph 103.

7 104. The allegations in Paragraph 104 contain legal conclusions to which no
8 response is required. Roblox admits that certain Game Passes allow users to play
9 songs from the Roblox Library by inputting an Audio ID. Roblox denies all
10 remaining allegations in Paragraph 104 for lack of knowledge or information
11 sufficient to form a belief as to their truth.

12 105. Roblox admits that the “Radio!” Game Pass by user “Airennor” and the
13 “Radio” Game Pass by user “thunder1222 Productions” identified in the images in
14 Paragraph 105 currently appear on Roblox’s website. Roblox admits that the
15 description for the Radio Game Pass by thunder1222 Productions reads “** Notice
16 ** Copyright music is NOT allowed on Roblox! Music that contains copyrighted
17 material will be removed from the Library!” Roblox denies the remaining
18 allegations in Paragraph 105.

19 106. The allegations in Paragraph 106 contain legal conclusions to which no
20 response is required. Roblox denies all remaining allegations in Paragraph 106 for
21 lack of knowledge or information sufficient to form a belief as to their truth.

22 107. The allegations in Paragraph 107 contain legal conclusions to which no
23 response is required. Roblox denies all remaining allegations in Paragraph 107.

24 108. The allegations in Paragraph 108 contain legal conclusions to which no
25 response is required. Roblox admits the allegations in the second sentence of
26 Paragraph 108. With respect to allegations that purport to quote from, describe, or
27 paraphrase other sources, Roblox refers to those sources for the accuracy and
28

1 completeness of the quotations. Roblox denies all remaining allegations in
2 Paragraph 108.

3 109. Roblox denies all allegations in Paragraph 109.

4 110. Roblox admits that user “TwentyTwo Pilots” developed the “Ultimate
5 Driving” experience and was awarded Developer of the Year and Builder of the Year
6 by Roblox. Roblox denies all remaining allegations in Paragraph 110, including for
7 lack of knowledge or information sufficient to form a belief as to their truth.

8 111. The allegations in Paragraph 111 contain legal conclusions to which no
9 response is required. With respect to the allegations in the first sentence of Paragraph
10 111, Roblox admits that it has reached license agreements with members of the
11 music community, including a sync license from a music company that issues such
12 licenses for the use of production music in video games. Roblox denies all remaining
13 allegations in Paragraph 111.

14 112. The allegations in Paragraph 112 contain legal conclusions to which no
15 response is required. Roblox admits it has a repeat infringer policy as contemplated
16 by 17 U.S.C. § 512(i). With respect to allegations that purport to quote from,
17 describe, or paraphrase other sources, Roblox refers to those sources for the accuracy
18 and completeness of the quotations. Roblox denies all remaining allegations in
19 Paragraph 112.

20 113. The allegations in Paragraph 113 contain legal conclusions to which no
21 response is required. Roblox admits it has a repeat infringer policy as contemplated
22 by 17 U.S.C. § 512(i). With respect to allegations that purport to quote from,
23 describe, or paraphrase other sources, Roblox refers to those sources for the accuracy
24 and completeness of the quotations. Roblox denies all remaining allegations in
25 Paragraph 113.

26 114. Paragraph 114 contains legal conclusions to which no response is
27 required. Roblox admits that each of the user accounts referenced in Paragraph 114
28 appear in Roblox’s user base. Roblox denies all remaining allegations in Paragraph

1 114, including for lack of knowledge or information sufficient to form a belief as to
2 their truth.

3 115. Roblox denies the allegations in Paragraph 115.

4 116. Roblox admits that it has a system in place to maintain the safety of its
5 community as well as a repeat infringer policy as contemplated by 17 U.S.C.
6 § 512(i). Roblox admits that users who do not follow its Terms of Use or
7 Community Rules are subject to termination. Roblox denies all remaining
8 allegations in Paragraph 116.

9 117. Roblox admits that Roblox users may form groups. Roblox admits that
10 the groups “Roarin’ Records” and “Boomer Audio Club” exist. With respect to
11 allegations that purport to quote from, describe, or paraphrase other sources, Roblox
12 refers to those sources for the accuracy and completeness of the quotations. Roblox
13 denies all remaining allegations in Paragraph 117.

14 118. Paragraph 118 contains legal conclusions to which no response is
15 required. Roblox admits that Roblox users may form groups on its platform and that
16 Roblox actively enforces its Terms of Use and Community Rules and upholds its
17 obligations under 17 U.S.C. § 512(c) (the “Digital Millennium Copyright Act,” or
18 “DMCA”). Roblox denies all remaining allegations in Paragraph 118.

19 119. Paragraph 119 contains legal conclusions to which no response is
20 required. Roblox admits that users may form groups on the platform and that Roblox
21 actively enforces its Terms of Use and Community Rules and upholds its obligations
22 under the DMCA. Roblox denies all allegations in the first sentence of Paragraph
23 119. Roblox denies all remaining allegations in Paragraph 119 for lack of knowledge
24 or information sufficient to form a belief as to their truth.

25 120. Paragraph 120 contains legal conclusions to which no response is
26 required. Roblox denies all remaining allegations in Paragraph 120.

1 121. Paragraph 121 contains legal conclusions to which no response is
2 required. Roblox admits it limits its users' ability to search for audio files based on
3 certain search terms. Roblox denies all remaining allegations in Paragraph 121.

4 122. Roblox admits that it uses Audible Magic to scan audio files on the
5 Roblox platform for matches to audio files in the Audible Magic database. Roblox
6 denies all remaining allegations in Paragraph 122.

7 123. Roblox admits that Robux is a virtual currency used on its platform.
8 Roblox denies all remaining allegations in Paragraph 123.

9 124. Roblox admits that users pay Robux to upload an audio file to Roblox's
10 Library; that it allows users to collect Robux in exchange for access to experiences,
11 Boomboxes, Game Passes, and other content; and that it takes a commission on such
12 transactions. Roblox admits that it sells advertising to users on its platform, and that
13 it offers a "Developer Exchange Program," which allows developers to exchange
14 earned Robux for real-world money under certain conditions. Roblox denies all
15 remaining allegations in paragraph 124.

16 125. Paragraph 125 contains legal conclusions to which no response is
17 required. With respect to allegations that purport to quote from, describe, or
18 paraphrase other sources, Roblox refers to those sources for the accuracy and
19 completeness of the quotations. Roblox denies all remaining allegations in
20 Paragraph 125.

21 126. Paragraph 126 contains legal conclusions to which no response is
22 required. Roblox admits it actively enforces its Terms of Use and Community Rules
23 and upholds its obligations under the DMCA. With respect to allegations that
24 purport to quote from, describe, or paraphrase other sources, Roblox refers to those
25 sources for the accuracy and completeness of the quotations. Roblox denies all
26 remaining allegations in Paragraph 126.

27 127. Roblox admits its user base has grown recently and that it has a total
28 user base of over 200 million. With respect to allegations that purport to quote from,

1 describe, or paraphrase other sources, Roblox refers to those sources for the accuracy
 2 and completeness of the quotations. Roblox denies all remaining allegations in
 3 Paragraph 127.

4 128. With respect to allegations that purport to quote from, describe, or
 5 paraphrase other sources, Roblox refers to those sources for the accuracy and
 6 completeness of the quotations. Roblox denies all remaining allegations in
 7 Paragraph 128.

8 129. Paragraph 129 contains legal conclusions to which no response is
 9 required. Roblox denies all remaining allegations in Paragraph 129.

10 130. With respect to allegations that purport to quote from, describe, or
 11 paraphrase other sources, Roblox refers to those sources for the accuracy and
 12 completeness of the quotations. Roblox denies all remaining allegations in
 13 Paragraph 130.

14 **CLAIMS FOR RELIEF**

15 **COUNT I – Direct Copyright Infringement**

16 131. Roblox incorporates by reference and restates the responses to
 17 Paragraphs 1 to 130 as set forth above.

18 132. The allegations in Paragraph 132 contain legal conclusions to which no
 19 response is required. Roblox denies all remaining allegations in Paragraph 132.

20 133. The allegations in Paragraph 133 contain legal conclusions to which no
 21 response is required. Roblox denies all remaining allegations in Paragraph 133.

22 134. The allegations in Paragraph 134 contain legal conclusions to which no
 23 response is required. Roblox denies all remaining allegations in Paragraph 134.

24 135. The allegations in Paragraph 135 contain legal conclusions to which no
 25 response is required. Roblox denies all remaining allegations in Paragraph 135.

26 136. The allegations in Paragraph 136 contain legal conclusions to which no
 27 response is required. Roblox denies all remaining allegations in Paragraph 136.

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COUNT II – Contributory Copyright Infringement

137. Roblox incorporates by reference and restates the responses to Paragraphs 1 to 136 as set forth above.

138. The allegations in Paragraph 138 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 138.

139. The allegations in Paragraph 139 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 139.

140. The allegations in Paragraph 140 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 140.

141. The allegations in Paragraph 141 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 141.

142. The allegations in Paragraph 142 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 142.

143. The allegations in Paragraph 143 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 143.

144. The allegations in Paragraph 144 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 144.

145. The allegations in Paragraph 145 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 145.

COUNT III – Vicarious Copyright Infringement

146. Roblox incorporates by reference and restates the responses to Paragraphs 1 to 145 as set forth above.

147. The allegations in Paragraph 147 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 147.

148. The allegations in Paragraph 148 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 148.

149. The allegations in Paragraph 149 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 149.

150. The allegations in Paragraph 150 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 150.

151. The allegations in Paragraph 151 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 151.

152. The allegations in Paragraph 152 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 152.

153. The allegations in Paragraph 153 contain legal conclusions to which no response is required. Roblox denies all remaining allegations in Paragraph 153.

AFFIRMATIVE DEFENSES

Without assuming any burden of proof, persuasion, or production not otherwise legally assigned to it as to any element of Plaintiffs' claims, and without waiving and hereby expressly reserving the right to assert any and all such defenses at such time and to such extent as discovery and factual developments establish a basis therefore, Roblox asserts the following defenses:

FIRST DEFENSE

Plaintiffs' claims are barred because Plaintiffs do not own or hold the exclusive rights under 17 U.S.C. § 106 or any copyright law that were allegedly infringed by Roblox or Roblox's users.

SECOND DEFENSE

The Digital Millennium Copyright Act's safe harbor shields Roblox from liability for content generated and/or uploaded by its users.

THIRD DEFENSE

Plaintiffs' claims are barred, in whole or in part, by equitable estoppel, waiver, *in pari delicto*, unclean hands, ratification, laches, and/or other related equitable doctrines.

FOURTH DEFENSE

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

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FIFTH DEFENSE

Roblox did not engage in the volitional conduct required to be liable for direct infringement.

SIXTH DEFENSE

Roblox did not have the requisite knowledge, recklessness, or intent required to be liable for contributory infringement.

SEVENTH DEFENSE

Roblox did not have the requisite right and ability to supervise or the direct financial interest required to be liable for vicarious infringement.

EIGHTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

NINTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because certain of the works at issue are not registered in the United States as is required to pursue a claim for copyright infringement and are not exempt as foreign works.

TENTH DEFENSE

As to some or all of the compositions in dispute, Roblox held an express or implied license.

ELEVENTH DEFENSE

There was no willful infringement by Roblox; accordingly, Plaintiffs' claims, including but not limited to the demand for enhanced damages, have no basis and should be denied.

TWELFTH DEFENSE

Plaintiffs failed to take reasonable action to minimize any damages allegedly sustained as a result of the facts alleged in the Complaint and are therefore barred

1 from recovering any damages which might reasonably have been avoided.

2 **THIRTEENTH DEFENSE**

3 Plaintiffs have failed to name or join a necessary party or parties to the present
4 action, including but not limited to certain persons or entities who may have rights
5 or interests in the musical compositions at issue.

6 **FOURTEENTH DEFENSE**

7 The Complaint fails, in whole or in part, to state a claim upon which relief can
8 be granted.

9 **FIFTEENTH DEFENSE**

10 Each of the claims in the Complaint, in whole or in part, is barred because
11 there is no causal relationship between Plaintiffs' alleged losses, if any, and any
12 alleged wrongful acts or omissions by Roblox.

13 **SIXTEENTH DEFENSE**

14 Some or all of the allegedly infringing acts committed by Roblox or Roblox's
15 users constitute fair use.

16 **SEVENTEENTH DEFENSE**

17 Plaintiffs' claims are barred, in whole or in part, because Roblox's users have
18 the rights necessary to use the works at issue in Plaintiffs' claims.

19 **EIGHTEENTH DEFENSE**

20 Plaintiffs' claims, in whole or in part, are barred by the doctrine of
21 abandonment.

22 **NINETEENTH DEFENSE**

23 Plaintiffs' claims, in whole or in part, are barred by the doctrine of waiver.

24 **TWENTIETH DEFENSE**

25 Plaintiffs' claims, in whole or in part, are barred because Plaintiffs have
26 suffered no provable injury as a result of Roblox's alleged conduct.

TWENTY-FIRST DEFENSE

The injunctive relief sought by Plaintiffs is barred, in whole or in part, because Plaintiffs have available an adequate remedy at law for any alleged damages they have suffered.

TWENTY-SECOND DEFENSE

Each of the claims in the Complaint, in whole or in part, is barred by the election of remedies doctrine because Plaintiffs seek mutually inconsistent remedies in their causes of action.

TWENTY-THIRD DEFENSE

Merely making musical works available to Roblox's users does not constitute infringement.

TWENTY-FOURTH DEFENSE

As to some or all of the claims in dispute, Roblox has been granted a release.

ADDITIONAL DEFENSES

Roblox has not knowingly or intentionally waived any applicable defenses, and reserves the right to assert and rely on other applicable defenses as may become available or apparent during discovery in this matter. Roblox reserves the right to amend this Answer and/or its affirmative defenses.

* * *

WHEREFORE, Roblox prays as follows:

1. That Plaintiffs take nothing by this action;
2. That Roblox be awarded attorneys' fees and costs of this suit pursuant to 17 U.S.C. § 505; and
3. That Roblox be awarded such other relief as the Court deems just and proper.

1 Dated: August 5, 2021

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Respectfully submitted,
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