

STARK & STARK

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

<p>GARRETT EWALD,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>LONG ISLAND UNIVERSITY,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No.: 1:25-cv-04304-JHR</p> <p style="text-align: center;">DEFENDANT LONG ISLAND UNIVERSITY’S ANSWER TO PLAINTIFF’S COMPLAINT WITH AFFIRMATIVE DEFENSES</p>
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Defendant, Long Island University (“LIU”), as and for its Answer to the Complaint of plaintiff, Garrett Ewald (“Ewald”):

PARTIES

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the Complaint, except admits that Ewald is an assistant professor at LIU.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of the Complaint.
3. Admits the allegations of paragraph 3 of the Complaint.
4. Denies the allegations of paragraph 4 of the Complaint, except admits that LIU owns and operates the website www.liuathletics.com and the “liuwbb” account on Instagram.

JURISDICTION AND VENUE

5. Neither admits nor denies the allegations of paragraph 5 of the Complaint because they state only conclusions of law to which no answer is necessary.
6. Neither admits nor denies the allegations of paragraph 6 of the Complaint because they state only conclusions of law to which no answer is necessary.
7. Neither admits nor denies the allegations of paragraph 7 of the Complaint because they state only conclusions of law to which no answer is necessary.
8. Neither admits nor denies the allegations of paragraph 8 of the Complaint because they state only conclusions of law to which no answer is necessary.

GENERAL ALLEGATIONS

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9 of the Complaint, except admits that Ewald communicated with employees of LIU concerning his stated interest in photographing LIU athletic events.
10. Denies the allegations of paragraph 10 of the Complaint.
11. Denies the allegations of paragraph 11 of the Complaint.
12. Denies the allegations of paragraph 12 of the Complaint.
13. Denies the allegations of paragraph 13 of the Complaint, except admits that Ewald and Kendrell Watkins communicated concerning certain photographs taken by Ewald.
14. Denies the allegations of paragraph 14 of the Complaint.
15. Denies the allegations of paragraph 15 of the Complaint.
16. Denies the allegations of paragraph 16 of the Complaint.
17. Denies the allegations of paragraph 17 of the Complaint.

18. Denies the allegations of paragraph 18 of the Complaint.
19. Denies the allegations of paragraph 19 of the Complaint.
20. Denies the allegations of paragraph 20 of the Complaint.
21. Denies the allegations of paragraph 21 of the Complaint.
22. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 22 of the Complaint.
23. Denies the allegations of paragraph 23 of the Complaint.
24. Denies the allegations of paragraph 24 of the Complaint.
25. Denies the allegations of paragraph 25 of the Complaint.
26. Denies the allegations of paragraph 26 of the Complaint.

COUNT I
COPYRIGHT INFRINGEMENT
PURSUANT TO 17 U.S.C. § 501

27. Repeats the foregoing statements of this Answer as if restated verbatim herein.
28. Denies the allegations of paragraph 28 of the Complaint.
29. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 29 of the Complaint.
30. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 30 of the Complaint, except denies the allegations to the extent they state or imply that LIU engaged in any unlawful or wrongful conduct.

Willfulness

31. Denies the allegations of paragraph 31 of the Complaint.
32. Denies the allegations of paragraph 32 of the Complaint.
33. Denies the allegations of paragraph 33 of the Complaint.

34. Denies the allegations of paragraph 34 of the Complaint.
35. Denies the allegations of paragraph 35 of the Complaint.
36. Denies the allegations of paragraph 36 of the Complaint.

COUNT II
INTENTIONAL REMOVAL OF
COPYRIGHT MANAGEMENT INFORMATION
PURSUANT TO 17 U.S.C. § 1202(b)

37. Repeats the foregoing statements of this Answer as if restated verbatim herein.
38. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 38 of the Complaint.
39. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 39 of the Complaint.
40. Denies the allegations of paragraph 40 of the Complaint.
41. Denies the allegations of paragraph 41 of the Complaint.
42. Denies the allegations of paragraph 42 of the Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are subject to the defense of "fair use" under 17 U.S.C. §107.
2. Plaintiff's claims are barred in whole or in part by an express license granted by Plaintiff.
3. Plaintiff's claims are barred in whole or in part by an implied license between the parties.
4. Plaintiff's claims for statutory damages and attorneys' fees are barred or limited under 17 U.S.C. §412.
5. Any infringement by defendant was innocent and not willful.
6. This Court lacks subject matter jurisdiction because the claims do not arise under the Copyright Act.

WHEREFORE, Defendant, Long Island University, demands judgment in its favor as follows:

1. Dismissing Plaintiff's Complaint with prejudice;
2. Awarding Defendant its attorney's fees and costs incurred in defending this action; and
3. For such other and further relief as this Court may deem just and equitable.

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By: /s/ Craig S. Hilliard
CRAIG S. HILLIARD, ESQ.

Dated: September 10, 2025