

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NBC UNIVERSAL, INC. and BRAVO MEDIA
LLC,

Plaintiffs,

-against-

THE WEINSTEIN COMPANY, LLC,

Defendant.

LIFETIME ENTERTAINMENT SERVICES,

Defendant-Intervenor.

08 CV 8911 (PKC)

ANSWER

Defendant-Intervenor Lifetime Entertainment Services (“Lifetime”), by its undersigned attorneys, for its Answer to the Complaint avers as follows:

1. Lifetime denies the allegations of paragraph 1 except admits that the case arises from a dispute over valuable rights relating to the popular reality television show “Project Runway”.
2. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 2 except to the extent that they constitute a legal conclusion that does not require a response.
3. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 3 except admits that, from 2004 to the filing of the Complaint, Bravo has exhibited four cycles of Project Runway.

4. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in the first, second, third and seventh sentences in paragraph 4. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in the fourth sentence of paragraph 4 except admits that, on February 7, 2008, The Weinstein Company (“TWC”) granted to Lifetime rights to future cycles of Project Runway and other TWC properties as part of a package deal. Lifetime denies the allegations in the fifth sentence of paragraph 4 except admits that, in the transaction executed on February 7, 2008, TWC also granted to Lifetime certain rights relating to spin-offs of Project Runway. Lifetime denies the allegations in the sixth and eighth sentences of paragraph 4.

5. Paragraph 5 is a legal conclusion that does not require a response. Lifetime denies knowledge or information sufficient to form a belief as to the factual allegations in paragraph 5 except admits that plaintiffs seek the legal remedies that they purport to seek.

6. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 6 except admits that NBC Universal, Inc. (“NBCU”) is a corporation organized under the laws of Delaware with its principal place of business at 30 Rockefeller Plaza, New York, New York 10112.

7. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 7 except admits that Bravo Media LLC (“Bravo”) is a limited liability company organized under the laws of New York with its principal place of business at 30 Rockefeller Plaza, New York, New York 10112.

8. Lifetime admits that TWC is a limited liability company whose members reside in New York, organized and existing under the laws of Delaware, with its principal place of business located at 345 Hudson St., New York, New York 10014.

9. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 9.

10. Paragraph 10 is a legal conclusion that does not require a response except that Lifetime admits that TWC regularly does or solicits business and/or derives substantial revenue from goods used or consumed or services rendered in this State and/or expects or should reasonably expect the acts complained of in the Complaint to have consequences in New York and derives revenue from interstate or international commerce.

11. Paragraph 11 is a legal conclusion that does not require a response except that Lifetime admits that TWC does or transacts business in the State of New York.

12. Paragraph 12 is a legal conclusion that does not require a response. The unsigned writing between TWC, NBCU and Bravo dated as of November 11, 2003 (the “November 11, 2003 Document”) is a written document that speaks for itself.

13. Paragraph 13 is a legal conclusion that does not require a response except that Lifetime admits that NBCU, Bravo and TWC all have principal places of business located in New York City.

14. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 14.

15. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 15.

16. Lifetime denies the allegations in paragraph 16. The November 11, 2003 Document is a written document that speaks for itself.

17. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 17 except admits that Bravo has exhibited four complete cycles of Project Runway as follows: Cycle One - December 1, 2004 through February 23, 2005; Cycle Two - December 7, 2005 through March 8, 2006; Cycle Three - July 5, 2006 through October 18, 2006; and Cycle Four - November 14, 2007 through March 5, 2008.

18. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 18 except admits that Project Runway has become a very successful series.

19. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 19.

20. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 20.

21. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 21.

22. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 22.

23. Lifetime denies the allegations in paragraph 23. The e-mail writings to which the paragraph refers are written documents that speak for themselves.

24. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 24. The July 13, 2007 writing to which the paragraph refers is a written document that speaks for itself.

25. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 25 except admits that Bravo exhibited Cycle Four of Project Runway from November 14, 2007 to March 5, 2008.

26. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 26.

27. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 27.

28. Lifetime denies the allegations in paragraph 28 except admits that on February 7, 2008, Lifetime closed its purchase, for valuable consideration, from TWC of a package that includes certain exclusive rights to: (1) as many as ten cycles of Project Runway over a five-year period; (2) two other reality television series; and (3) various produced and yet-to-be produced feature films owned or controlled by TWC.

29. Lifetime denies the allegations in the first, second and third sentences in paragraph 29. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in the fourth sentence of paragraph 29.

30. Lifetime denies the allegations in paragraph 30.

31. Lifetime repeats and realleges its answers to the allegations incorporated by reference in paragraph 31.

32. Paragraph 32 is a legal conclusion that does not require a response. Lifetime denies knowledge or information sufficient to form a belief as to the factual allegations in paragraph 32.

33. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 33.

34. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 34.

35. Paragraph 35 is a legal conclusion that does not require a response. Lifetime denies knowledge or information sufficient to form a belief as to the factual allegations in paragraph 35.

36. Lifetime repeats and realleges its answers to the allegations incorporated by reference in paragraph 36.

37. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 37.

38. Paragraph 38 is a legal conclusion that does not require a response. Lifetime denies knowledge or information sufficient to form a belief as to the factual allegations in paragraph 38.

39. Lifetime admits that the contentions set out in paragraph 39 are the contentions of TWC, NBCU and Bravo. The final sentence of paragraph 39 is a legal conclusion that does not require a response.

40. Lifetime repeats and realleges its answers to the allegations incorporated by reference in paragraph 40.

41. Lifetime denies knowledge or information sufficient to form a belief as to the allegations in paragraph 41.

42. Paragraph 42 is a legal conclusion that does not require a response.

Lifetime denies knowledge or information sufficient to form a belief as to the factual allegations in paragraph 42.

43. Lifetime denies the allegations in paragraph 43.

FIRST DEFENSE

44. The Complaint fails to state a claim upon which injunctive relief can be granted.

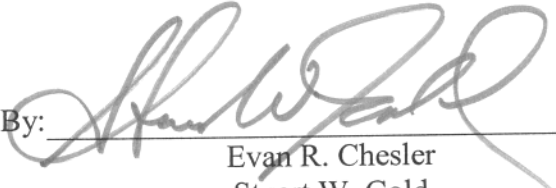
SECOND DEFENSE

45. NBCU and Bravo are not entitled to specific performance of the alleged agreement because, having acquired, in good faith and for substantial value, exclusive rights to promote, market, telecast and otherwise exploit future episodes of Project Runway and certain derivative works thereof and recorded those exclusive rights with the Copyright Office, Lifetime

has copyright interests that are superior to and preempt the rights that NBCU and Bravo assert, or could assert even if successful in this action, in connection with the Project Runway property.

Dated: October 17, 2008

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