

ownership of the copyright in writings by plaintiff Robert Allen Lee about them, Robert Allen Lee's posting of public comments about defendants' services ("Lee's Commentary") is a non-infringing fair use pursuant to Section 107 of the Copyright Act;

B. Obtaining the promise by plaintiff Robert Allen Lee in the Mutual Agreement to Maintain Privacy (the "Agreement") not to publish criticism of defendants, the Agreement's purported assignment of copyrights, and the assertion of copyright claims by defendants for the express purpose of preventing the dissemination of Lee's Commentary, constitute breaches of fiduciary duty and violations of dental ethics and are subject to the equitable defenses of unclean hands, and, as to such assignment and assertion, constitute copyright misuse;

C. Robert Allen Lee's assignment and promise in the Agreement not to publish criticisms of defendants are null and void for lack of consideration;


D. Robert Allen Lee's assignment and promise in the Agreement not to publish criticisms of defendants are null and void for unconscionability;

E. The Agreement is a deceptive act or practice in violation of Section 349(a) of the New York General Business Law; and

F. Lee's Commentary is not actionable defamation under New York common law.

Plaintiff Lee is awarded \$4,766 in damages against defendants, jointly and severally, for their breach of contract, together with his costs of suit.

New York, NY
February 27, 2015



United States District Judge