



## **Driven to Exhaustion: The Future of Digital First Sale**

*with*

- **Richard Mandel, Partner, Cowan Liebowitz & Latman**
  - **Jonathan Band, Founder, policybandwidth**
- **James Grimmelmann, Professor of Law, Cornell Tech**

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KENNEALLY: Good afternoon, I'm Christopher Kenneally of Copyright Clearance Center. We are online at [copyright.com](http://copyright.com). It's my pleasure to moderate this session today.

Heat exhaustion is not a condition anyone in New York City needs to worry about much in January, at least when the temperature is in the 20s and snow is on the forecast. If you've ever traveled in deserts or in the tropics, though, you know to watch for the telltale signs of heat exhaustion – confusion, dizziness, rapid heart rate. Confusion, dizziness, rapid heart rate – those may also be hallmarks for arguments on copyright exhaustion in our own digital age. Copyright exhaustion, which we call the first sale doctrine in the United States, can trouble and torment legal minds in this country and elsewhere, precisely because it drives at the overheated nature of copying in a time when nearly every individual is an author, a publisher, and a copyist.

According to [lexology.com](http://lexology.com), copyright exhaustion, or first sale, prevents the copyright owner's right to control copies of their work from extending beyond the point at which they receive reasonable remuneration for the copy. Further, it allows the purchaser to have control over their copy, including the right to resell it free from interference by the copyright owner.

We will devote this session to an examination of first sale as it stands today. We will aspire to be exhaustive, and we will not, hopefully, become exhausting. So with that, I want to introduce my panel and those who will help me be exhaustive and not exhaust you. We will start from my left with Richard Mandel. (sp?) Richard, welcome.



MANDEL: Welcome.

KENNEALLY: Richard is a partner at the Manhattan-based law firm, Cowan Liebowitz & Latman, focusing on intellectual property matters, including, of course, copyright, trademark, and Internet-related issues. He is lead counsel for the plaintiffs in *Capital Records vs. ReDigi*.

To his left is Jonathan Band. Jonathan, welcome. Jonathan is founder of policybandwidth, a law practice specializing in copyright law and policy relating to the Internet, software, libraries, and educational institutions. He is an adjunct professor at the Georgetown University Law Center, and has written extensively on IP and the Internet, including the book *Interfaces on Trial* and subsequent editions.

Finally, to the very far end of the table to my left there is James Grimmelmann. James is Professor of Law at Cornell Tech in New York City, where he studies how laws regulating software affect freedom, wealth, and power. He is the author of the casebook *Internet Law: Cases and Problems*, now in its fifth edition, and is a regular source of expert commentary for many news media, including *The New York Times*, the *Wall Street Journal*, the *Washington Post*, and NPR's *All Things Considered*.

So a distinguished panel with a very interesting case at hand here. Richard Mandel, you have represented the plaintiffs in *Capitol v. ReDigi* since the very start of the litigation, which goes back to 2012. I think that's going to come up later, just how far in the past that was, and how things have changed considerably since 2012. So if you would start for us and summarize the argument.

When it comes to it, we are speaking here of a first sale, and so we will want to give an opportunity for you to use a prop that I have brought along for the audience, which is, in fact, really appropriate. I was never much of a fan of Paul Revere and the Raiders, but I loved that song, "Kicks." So probably in about 1981 or '82, at In Your Ear!, which was quite a used record store in its day in the Boston area, I paid \$3 for a used copy of *Paul Revere and the Raiders Greatest Hits*. I looked it up on the Internet just last night, and you can get this now for \$5, so this actually has appreciated in value, which I find quite remarkable for anything to do with music. But it is important because there was at one time a first sale marketplace – I'm sorry, a used marketplace that relied on first sale, I should say, and that was the used bookstore that many of us of a certain generation remember quite well, indeed.



So Richard, I'll pass that to you. You may want to use that to try to explain. I believe, in fact, in a courtroom you were in, someone used that as a prop to explain what's going here. But tell us your side of things, if you would.

MANDEL: Sure. And let me begin by giving the usual disclaimer. I represent a party in the litigation. The views I'm giving here are really my own views, I'm not speaking on behalf of my client and also I'm basically speaking on matters of public record. These are things that have been fully developed during the course of many years of litigation.

This litigation goes back to 2012. At the time it maybe seemed like it was cutting edge. One of things is as litigation goes so slowly and takes so long to develop, I'm not sure if even the issues are as relevant today as they seemed at the time.

But basically, ReDigi was a startup company that purported to be introducing the world's first online marketplace for used digital music. The notion of used digital music is, itself, a kind of curious one. It's easy. With this, you can all imagine you bought this record. We know what it means if you go to a secondhand record store and it's a used copy of a record. But in the digital world, of course, there's no distinction between a copy that has been made many times. So the idea of used digital music is itself something of a curious one. Part of the concern our client had, right from the outset because what they perceived as if this really was a way for somebody to offer, essentially, a replacement for the original, something that was interchangeable and just as good as the original, that that could hurt their primary marketplace. That's the reason it caught their attention, and they brought this lawsuit and we filed it on their behalf in 2012.

KENNEALLY: Richard, if I can, just because I don't want to obscure the really important point at the heart of all of this is that the used music on sale here in the digital world is of a different kind. The object has its own place and has an impact on the number of copies. So if you could, as you describe all of this, make it clear to people what is going on in this purported transaction.

MANDEL: Sure. What ReDigi purported to do was it introduced technology, software, that basically users downloaded and they put it on their computer. What it was designed to do, as it was envisioned by the company and explained by them, was once you had downloaded this, this software would look through your music files on your computer. It would determine files that it deemed eligible for resale. What that really basically meant was they were iTunes music files that you had purchased. They could tell that by looking with the technology. So if this was something that you had ripped from a CD you owned and put it on your computer, it wouldn't be deemed eligible for resale. But if it was something that you had



purchased from iTunes, a digital file that was residing on your computer, then according to ReDigi, this was something that you should be able to resell in the same way you might resell this used record.

Now, of course, the complications in an online environment is what does it mean to dispose of that particular copy, and how do you do that without making a copy? ReDigi thought that they had come up with an answer to solve that. Their principle was that basically this software would prompt you to say if this is something that you want to resell, then you can upload it to the ReDigi cloud, which is really basically just a server maintained by ReDigi somewhere in Arizona. It would be out there in the cloud, and by making it available for sale, by pressing that you wanted to do that, the ReDigi software would prompt you to delete the file from your hard drive so that you would no longer have access to it.

Now, I say to delete it – that became a point of a lot of controversy during the course of the litigation. When ReDigi started out, they said that in very clear terms. In their answer and their preliminary injunction papers, they acknowledged that that original file on your computer was deleted, and that therefore there was no increase in the number of copies. There was the copy that was now in the cloud that you were going to resell, and once this resale was effected because somebody else on ReDigi was interested in purchasing what you had owned, they would move a file pointer associated with your file, you would no longer have access to it, and, in effect, ownership would have been transferred to somebody else who was a different ReDigi user who now had access to that file in the cloud which they could then download to their other devices, or keep in the cloud if they preferred to maintain it there.

KENNEALLY: Richard, I could again interrupt, just because I think it's important to give a sort of physical demonstration of this. In the marketplace for the physical album, if I sell the copy that I originally purchased, the copy goes from there to here, there's still only one copy. What your describing, ReDigi was creating was a marketplace that did the same thing in the digital world, and thereby hangs the tale. They were saying that there was no multiplication of copies going on, there was simply this somehow a transfer of a copy, but this one got deleted, so the result was the same.

MANDEL: Right. ReDigi's argument was essentially there's nothing for you to complain about. There was one copy originally, there's still one copy at the end of this transaction, we haven't increased the number of copies in circulation, so it's no different than this example where you parted with your physical vinyl record. You no longer have it, somebody else who walked into the used record store now has it.



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KENNEALLY: And Capitol clearly objected to that because there was an issue of reproduction at the heart of all of that.

MANDEL: Right. There's a couple of issues. One is there are ways around this system, as you can imagine. The ReDigi software can only do so much. It can see that it's deleted from your hard drive, but it has no way of knowing if you've, before you done that, made five or six copies on other devices that you're retaining. There are easy ways around. For example, in today's world with Apple, if you purchased 100 recordings and you lose the file, let's say, or something malfunctions, you can always redownload it. Theoretically a ReDigi user could purchase 100 files on Apple's iTunes, sell them all through the ReDigi system, they've been deleted from the hard drive, it could delete the ReDigi program, and then just redownload all of them from Apple and it still owns them.

So there are a lot of ways potentially around the issue of really ensuring that it's a one for one thing. But the legal issue, interestingly, and what the court below accepted in the case, was it doesn't really matter very much. The Copyright Act, as it's currently enacted, doesn't permit reproduction and doesn't permit a first sale of a reproduced work, so that basically the owner of a copy, under the first sale doctrine, Section 109(a) has the right to dispose of possession of that particular copy that they owned. They don't have the right to make a copy and dispose of that copy. In the same way that if I had a book, I photocopied it, I then sold the photocopy, it doesn't really matter what I did with the book. I may have thrown it out, maybe I kept it, whatever I did, the point is the first sale doctrine, as enacted in our view, doesn't give you a right to sell that reproduction. That's the same result here in the electronic world. Because you necessarily had to make a copy, what you were selling was a copy. It wasn't the original that you owned, and a result of that, first sale was inapplicable. This was a violation of reproduction right, and you had no first sale defense.

That was our argument and the District Court accepted that and granted us summary judgment. In an opinion in 2013, Judge Sullivan, here in the Southern District basically said, this is all very interesting, the arguments, the policy arguments, and that maybe would be great for a blog or for some kind of discussion in Congress on a Congressional committee. But I'm looking at the statute as it exists, and as it exists, this is a reproduction, you violated the reproduction right, you don't have a first sale defense, it's clear as a matter of law, and we prevail.

KENNEALLY: Just to underscore the distant nature of this, that was nearly five years ago.



MANDEL: Yeah, that was in March of 2013. Then the litigation got sidetracked with a lot of different roads. We brought in the individuals as additional defendants. There were amendments. There was a lot of controversy, changes of lawyers, a lot of fighting about discovery, and as litigation will do, it went on and on and on. Finally, in 2016, I guess it was – I’m losing track of the years – we were ready to go to trial. We were going to go to trial on damages because under the federal rules, basically we had a permanent – not even an injunction – we basically had a finding of liability. ReDigi voluntarily then, once that finding was made, stopped operating, so in effect we had an injunction.

But the case wasn’t final because we still had a damage claim. We were ready to go to trial in April of 2016 on the issue of damages, and what the parties did is we actually reached a partial settlement before that trial, a settlement that avoided the need for a remedy trial. We fixed the amount of damages and agreed to the terms of an injunction, all subject to reservation of the defendant’s right to appeal the underlying summary judgment ruling. So what they were in effect saying is, look, we’ll save a lot of time and effort arguing about how much money we’re entitled to, we’ll fix this as the amount, we’ll fix this as the injunction, but we still want to challenge the underlying question of whether we should have been liable at all.

So the final judgment that was agreed to reserved that right to them. It was signed by Judge Sullivan, and they then got to go up to the Second Circuit. That took some time also because they went into bankruptcy. They then had to get permission to go ahead with the appeal from the bankruptcy court, but eventually they did appeal the decision, and it was actually argued last August to the Second Circuit, and we’re waiting for a decision.

When I originally signed up for this panel, I thought maybe we’d have a decision by now, but probably not, knowing that it can take time for courts to resolve these questions. My worst nightmare was we’re going to get a decision about 20 minutes I sit down on the panel. But that didn’t happen, it’s still pending, and we’re basically waiting to see what the Second Circuit has to say, whether it agrees with Judge Sullivan or not. It was a very lively argument that the judges seemed very engaged in, they had a lot of questions. But I learned a long time ago, you can’t read much into what happens at oral argument. It’s a fool’s game to guess based on that, what’s going to happen. The bottom line is, who knows? We’re waiting for a decision, and we’ll see whether the Second Circuit accepts the analysis of Judge Sullivan or not. But that’s where the case stands right now.

KENNEALLY: And appropriately, Richard, for a conference that’s called “Copyright and Technology,” it’s interesting that the case so far has really hinged on the technology aspect of the case and not so much the copyright part, it seems to me, at



least. It's this idea that the reproduction has to occur because of the way that files are transferred or sent.

MANDEL: Actually, interestingly, I think it's more of a copyright case than a technology case because the way the case developed, the judge didn't deal with the technology. One of the things I said at the outset was that ReDigi said, well, we make a copy, but we delete the original, so it's the same, no harm, no foul. We should get a first sale defense, or a fair use defense. But they conceded initially that there was a reproduction.

New counsel came in, maybe they didn't like the way the judge was analyzing the case. They got a preview early on that he accepted that it was a violation of the reproduction right, so they kind of adopted a different argument and said, oh, no, when we said there was a reproduction, that's really not true. We've migrated the file. At oral argument, using a book instead of a record, but the ReDigi lawyer actually went, no, it started, there was one in my left hand and I moved it to my right hand, it's no longer where my left hand is. It's moved. The file has been physically moved. Of course with electronic files, you have to go back and do something on the hard drive to make sure it's no longer there when it ends up someplace else in a way that you don't have to do when you move it from one hand to another. It's one thing, it's in the other hand. It's in my right hand, not my left hand.

But ReDigi really tried very hard to make it about technology, to make it an issue of fact about how the technology worked and say the court was wrong to decide that as a matter of law. The court said, I don't really need to get into any of that. It doesn't really matter what your technology is because the way the Copyright Act is drafted, it's a reproduction because it's embodied in a new material object. That's basically the meaning of reproduction under the copyright law under Section 1061, and as a result, it's beside the point how the technology works. As a matter of statutory interpretation, it's a violation of the reproduction right, I don't have to look at this technology issue.

That's one of the questions. They tried to argue in the Second Circuit that no, no, you really have to understand the way our technology works, and if you do that, you'll understand that there is a fact issue lurking there, and you were premature in reaching this result. So I think there's a tension between the positions in terms of, is this just a matter of pure statutory interpretation, or do I really need to understand something about what's going on with the technology in order to resolve the case.

KENNEALLY: Thank you, Richard Mandel. I want to turn to Jonathan Band, who, over the summer, filed an amicus curiae in the appeal on behalf of a number of library



associations – the American Library Association, the American Research Library Association, and others. Jonathan, I want you to give us a description of what was in the amicus brief and tell us why would the libraries want to become involved?

**BAND:** Richard is exactly right, that the first sale doctrine is an exception or a defense to an infringement of the distribution right, and not the reproduction right. Initially when I read the District Court’s decision, it seemed to me that of course this really isn’t a first sale case at all, and why is ReDigi arguing about the first sale doctrine? It seemed obvious to me that it was a fair use case, that that was the most plausible defense. But the judge really dismissed fair use summarily, really didn’t go into fair use. I just thought that we needed to discuss fair use more robustly, that it needed to be presented when it was up on appeal, that the fair use issues needed to be dug into more deeply, that it wasn’t as easy a rejection as it would seem.

The reason why libraries are interested is libraries lend. Obviously the initial business of libraries was lending the physical object, but libraries are increasingly – they have digital collections. When a public library lends a digital file, when you’re able to borrow a book digitally, that’s all done under a license agreement. But certainly when your dealing with born digital materials and your collection is digital materials, it seemed to the libraries that it would be important to have fair use as a possible theory for lending materials and having a first sale analog in the digital world.

Now, having said all that, the thrust of our brief certainly was fair use, and the notion that the first sale doctrine is an important part of copyright law, and that there should be some digital analog to it, and fair use was the way to get there. Without necessarily taking a position whether ReDigi should win on the fair use argument, just saying that there’s more to it than the District Court acknowledged.

But then at the oral argument, I really started to think more about the reproduction argument that ReDigi was making, and frankly, I think I only understood it for the first time at oral argument. I never understood it before. I think there’s actually something to it, and I think that’s why the judges on the panel were intrigued because it turns out that reproduction is not a defined term in the Copyright Act – it’s assumed that everyone knows what a reproduction is. Certainly from the photocopy, you have the original, and then you make copies. So you have the original and then you have the copies, and that’s obvious and easy.

But given the nature of ReDigi’s technology – again, on the one hand, you say, well, does it really make a difference? But on the other hand, because at no point was there a proliferation – it’s not like the photocopying where there’s clearly a proliferation, even if you make one copy and tear up the original, at least at one



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point there's two copies. Certainly I think the District Court judge very much had in mind this forward and delete model, that I forward you a copy and delete my copy. But there is at least the time period in which there is a copy on your computer and a copy on my computer, in which case, there is this proliferation. But at least according to ReDigi's description of their technology, they talk about how they have this file and they break it up into all sorts of these little pieces, and then they move one piece at a time. When they migrate it from my computer to Richard's computer, piece number one, it's moved onto his computer but it's deleted from my computer, and so on and so forth, so that at no point is there more than one copy.

I guess the question is, what does reproduction mean? So I think the judges were intrigued. Now, who knows how it'll come out, but I think given that reproduction is not a defined term in the Copyright Act, there is space for examination of this theory a little bit more.

Now, having said that, I would still think that this is mainly a fair use case, not a first sale or reproduction right case. However, in the two-plus hours of oral arguments, the judges did not ask a single question about fair use, which suggests that they thought the fair use issue was very easy. Which way they found it easy, I don't know.

**KENNEALLY:** It's interesting, Pierre Leval was on that panel, if I'm correct, so very much a fair use proponent, so for him not to raise it is interesting by its absence.

But describe for us why, then, for libraries, this fair use argument is so important. I guess it really has to do with fair use and something that you saw as unfair, that there is potentially an unfair windfall here for the copyright owners.

**BAND:** Well, I think, again, from the library perspective, we want to make sure that the first sale doctrine is a bedrock principle. Without the first sale doctrine, libraries go out of business. Now we're in the digital age, how do we make sure that the principles of the first sale continue to live in the digital environment? Again, like I said, libraries typically now when they're lending digital files, it's all done under license, but at some point in the future, depending on the nature of the work and the nature of the circumstance, a library might want to be able to lend a digital file. In that case, we would want to make sure that fair use is an available defense to that.

We think that certainly this notion that you have various specific exceptions in the Copyright Act that are written in a pre-digital age, but now we're in a digital age, we need to find a way to make sure that those exceptions can still function in a



digital age, and fair use seems to us to be the best mechanism to keep those exceptions and limitations viable.

KENNEALLY: Apart from the technology matters, there is also a distinction that needs to be made in the digital world. This notion of purchase – what essentially are we purchasing is not the physical object, the *Paul Revere and the Raiders Greatest Hits*, but a digital file of bits and bytes. Does that make a difference in your view?

BAND: Well, certainly most vendors use the legal fiction of saying that they're not selling music files –

KENNEALLY: Right, it's a license.

BAND: – they're saying they're licensing the file. But it sure looks and feels and smells like a purchase. You pay one time, you have it in perpetuity, so it has all the attributes of being a purchase, except that, again, they typically would say, no, you're not allowed to transfer it. Now, again, the question is well, what happens if I sell my iPhone with all of my files, and am I allowed to do that? I guess you probably would, at least with iPhone, at least with iTunes. But it could be with other providers that they would say no, even if you sell your iPhone, you can't because the license is only to me, not to the phone, I can't transfer the iPhone with all of those copies to you because again, they're saying that it's a license not a sale. I think, at some level, that's ridiculous. It really has all the attributes of a sale, so in circumstances like that the first sale doctrine should somehow continue.

KENNEALLY: Right, so James Grimmelmann, you've been listening intently but with somewhat wry look on your face, so let's beam you in to the conversation. I think people will get the reference in just a moment here. Because even in the courtroom, aside from passing albums or books from hand to hand, an analogy has come up from the world of television science fiction, and that is the *Star Trek* transporter and the replicator. Tell us how that becomes involved and your own view as to why that's important.

GRIMMELMANN: Sure. The Copyright Act, as we've know it in its various incarnations, going back even to English origin, is basically concerned with managing and accounting for copies. So you have exclusive rights that a substantial part, are tied to thinking about copies and where they come from and what they will do with them. So in particular you have the reproduction right which controls the multiplication, the making of new copies, and you have the distribution right which controls the transfer of possession and ownership of existing copies. So replication means making more copies and distribution means changing who has existing copies.



There's a really nice analogy there to those pieces of *Star Trek* technology, the replicator and the transporter, that the replicator is what exercises the reproduction right. It makes more copies of things that already have existed. The transporter exercises the distribution right. It takes a thing, person, from one place and moves it to someplace else. It beams it down or up, but it's fundamentally still the same thing. There are no more Captain Kirks than there were before you start. The distinction is incredibly because first sale qualifies the distribution right, but not the reproduction right, so that you can, in the *Star Trek* world where copyright law applies, use transporters basically freely, except in those rare cases where copies were stolen or made initially without authorization. But the replicator is tightly controlled.

This sounds like a nice tidy rule, and it basically works in the analog world. But in the digital world, we start to run up against limits of the metaphor because it turns out that our transporters don't work quite so smoothly. The closest analogy on a computer setting to how a transporter works is actually making a new copy someplace else, and then, on ReDigi case, deleting the original. So this, in *Star Trek* setting would be the equivalent of actually the transporter makes a perfect copy of the away party on the planet, and then the transporter crew up on the starship quietly dump the originals out the airlock. The new Captain Kirk down on the planet has all the memories of the original, it acts like him and talks like him, but there was a moment when there were two Captain Kirks.

When that analogy breaks down, when you have something that behaves partly like a replicator and partly like a transporter, it becomes difficult to draw lines. Part of the contest in ReDigi is about trying to make those dueling analogies.

If you go to the statute and try to figure out what it says about this, I think the problem goes even deeper than Jonathan was discussing. He was asking, what is a reproduction, really? But I think it actually goes to what is a copy, really? I'm like, dude, have you really stopped to think about what's a copy, man? Like if I got this book and I write out a poem twice on the same page, is that one copy or is that two copies? Or maybe if we all have like the same book and we're all in the same room, maybe we're all just part of one big cosmic copy, man.

So copy in the statute is a material object, and that requires us to know what is one or different objects? If you want to say, oh, it's the specific place where the bits or the letters that store this book are, turns out that modern storage technology makes lots of copies, just zips it from here in your flash starts to the end of flash starts, it moves it around as needed. Your storage device may have multiple copies, in that sense, floating around. If you use a cloud backup service, it's not making a backup



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copy, it's striping (sp?) them across multiple data centers in complex ways, where (inaudible). Any single data center may not have a complete copy of that move, they may just have part of the bits, and it gets more and more complicated.

It turns out the Enterprise crew's using the transporter to go from one deck down to another. They use it all the time internally. If you take the view that this is making new copies, you're triggering the reproduction right, it turns out that that dividing line between reproduction and distribution isn't so clear in the digital age, and that puts immense stress on the first sale principle.

If you try to reconstruct it, it winds up feeling oddly narrow in some ways and oddly broad in others, that wait a minute, you're telling me that I can make some fair use personal copies for myself and then use first sale to sell the thing that I made those copies from? That seems a little broader than we want. On the other hand, you're telling me that first sale doesn't actually let me listen to my music because my wireless headphones are making a copy in them, and it's a new copy not protected by first sale? That seems narrower than we want.

So the old model that's very copy-centric is having a hard time accounting for the digital age. I think it's really striking that when you look at how people are licensing works digitally now, the physical copy, the record over there no longer quite looks like the bundle that copyright owners are licensing or selling, and that consumers are buying or licensing without even getting into the question of who's right about how to characterize these transactions, they're just different bundles of uses than we used to have.

You've got the 48 hour time-limited movie rental. Like I tell you, my five-year-old daughter knows that she can watch the *My Little Pony* movie seven or eight times in that 48 hour window, so you can get a lot of use out of it. You've got the unlimited time purchase, where you're like I don't know how many dozens of times she's watched *Frozen*. You have the subscription service where as long as you keep paying, you get not just any access to one thing, but anything in the library. So she's been through the entire run of five seasons of the *My Little Pony* show, and she's working through it again and she will as long as we keep paying for Netflix. And then you have library lending, where the licensing terms contemplate a limited number of copies in simultaneous circulation so that it replicates the sense of the library had six people at once able to make use of this book. You get on a waiting list and you get it when somebody else returns it.

I wonder whether first sale is going to make more sense five or 10 years from now when some of these models sort themselves out, and we can say, oh, of course, this bundle is a subscription, or this bundle is an indefinite access purchase, and we just



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know what the common expectations that go with them are, and those bundles wind up getting codified into the next Copyright Act the way that first sale got codified into the ones we're familiar with.

KENNEALLY: Fascinating. So you're saying we should wait it out a bit. But in the meantime, technology doesn't wait, and what you described as a world that wasn't even in place in 2012 when this case was first before the courts. So the accelerated nature of this marketplace for music, for any kind of media files, has really rendered some of this, perhaps, yesterday's news.

GRIMMELMANN: It's a good thing that the case has taken this long to wind through. A definitive resolution, one way or the other, early on might've been too broad.

KENNEALLY: We've been listening to James Grimmelmann from Cornell Tech in New York City, from Jonathan Band, of his own firm, policybandwidth, and Richard Mandel, with Cowan Liebowitz & Latman. My name is Chris Kenneally for Copyright Clearance Center, thank you very much. Thank you.

(applause)

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