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Attorneys for Defendants
Penguin Group (USA) Inc., and
Signet, a Division of
Penguin Group (USA) Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NADINE ALDRED A/K/A MILLENIA BLACK,	:	Case No. 06 CV 7887 (PAC) (THK)
	:	
PLAINTIFF,	:	<u>ANSWER TO COMPLAINT</u>
	:	
-AGAINST-	:	
	:	
PENGUIN GROUP (USA) INC. and SIGNET, a	:	
Division of PENGUIN GROUP (USA) INC.,	:	
	:	
DEFENDANTS.	:	

Defendants Penguin Group (USA) Inc. and Signet, a Division of Penguin Group (USA) Inc., (“defendants”) by their undersigned counsel, Proskauer Rose LLP, state in answer to the Complaint and Jury Demand for Judgment of plaintiff Nadine Aldred a/k/a Millenia Black (“plaintiff”), filed on or about October 2, 2006 (“Complaint”):

INTRODUCTION

Except to admit that plaintiff writes under the pen name Millenia Black, defendants deny the allegations contained in the paragraph of the Complaint entitled “Introduction.”

JURISDICTION

1. The allegations contained in paragraph 1 of the Complaint set forth legal conclusions that defendants are required neither to admit nor deny. To the extent a response is required, defendants deny the allegations contained in paragraph 1 of the Complaint.

2. Except to deny that plaintiff is entitled to any of the relief sought in the Complaint, defendants admit the allegations contained in paragraph 2 of the Complaint.

3. The allegations contained in paragraph 3 of the Complaint set forth legal conclusions that defendants are required neither to admit nor deny. To the extent a response is required, defendants admit that this Court has jurisdiction to hear the claims alleged in the Complaint.

4. The allegations contained in paragraph 4 of the Complaint set forth legal conclusions that defendants are required neither to admit nor deny. To the extent a response is required, defendants admit that venue in this Court is proper.

PARTIES

5. Except to admit that plaintiff is the author of *The Great Pretender* and *The Great Betrayal* and that these novels were written under the pen name Millenia Black, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint.

6. Defendants admit the allegations contained in paragraph 6 of the Complaint.

7. Defendants admit the allegations contained in paragraph 7 of the Complaint.

FACTUAL ALLEGATIONS

8. Except to admit that in or about September of 2002, plaintiff self-published her first novel *The Great Pretender* under the pen name Millenia Black and that *The Great Pretender* addresses marital infidelity among other topics, defendants deny the allegations contained in paragraph 8 of the Complaint.

9. Defendants admit the allegations contained in paragraph 9 of the Complaint.

10. Defendants admit the allegations contained in paragraph 10 of the Complaint.

11. Except to admit that translation rights for *The Great Pretender* were sold to publishers in Turkey and Poland and that *The Great Pretender* was initially self-published, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint.

12. Except to deny knowledge or information sufficient to form a belief as to the truth of the allegation that the self-published version of *The Great Pretender* was successfully marketed, defendants admit the allegations contained in paragraph 12 of the Complaint.

13. Except to refer to any writings referenced in paragraph 13 of the Complaint for the content thereof, defendants admit that Penguin and plaintiff entered into a contract on or about December 21, 2004 regarding the right to print, publish and sell *The Great Pretender* and plaintiff's second novel.

14. Defendants deny the allegations contained in paragraph 14 of the Complaint.

15. Defendants deny the allegations contained in paragraph 15 of the Complaint.

16. Except to admit that Kara Cesare was assigned by Penguin to be plaintiff's editor, that Cesare asked plaintiff's agent Sara Camilli whether plaintiff was African American, and that Sara Camilli responded that plaintiff was African American, defendants deny the allegations contained in paragraph 16 of the Complaint.

17. Defendants admit the allegations contained in paragraph 17 of the Complaint.

18. Defendants deny the allegations contained in paragraph 18 of the Complaint.

19. Except to deny that defendants solely classified, distributed and marketed *The Great Pretender* to bookstores and the general public as African American fiction/literature, defendants admit the allegations contained in paragraph 19 of the Complaint.

20. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint.

21. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint.

22. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint.

23. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint.

24. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint.

25. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint.

26. Defendants deny the allegations contained in paragraph 26 of the Complaint.

27. Defendants deny the allegations contained in paragraph 27 of the Complaint.

28. The allegations contained in paragraph 28 of the Complaint fail to set forth averments of fact, and therefore defendants are required neither to admit nor deny them. To the extent a response is required, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint.

29. The allegations contained in paragraph 29 of the Complaint fail to set forth averments of fact, and therefore defendants are required neither to admit nor deny them. To the extent a response is required, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint.

30. The allegations contained in paragraph 30 of the Complaint fail to set forth averments of fact, and therefore defendants are required neither to admit nor deny them. To the extent a response is required, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint.

31. Defendants deny the allegations contained in paragraph 31 of the Complaint.

32. Defendants deny the allegations contained in paragraph 32 of the Complaint.

33. Defendants deny the allegations contained in paragraph 33 of the Complaint.

34. Defendants deny the allegations contained in paragraph 34 of the Complaint.

35. Defendants deny the allegations contained in paragraph 35 of the Complaint.

36. Defendants deny the allegations contained in paragraph 36 of the Complaint.

37. Defendants deny the allegations contained in paragraph 37 of the Complaint.

38. Defendants deny the allegations contained in paragraph 38 of the Complaint.

39. Defendants deny the allegations contained in paragraph 39 of the Complaint.

40. Defendants deny the allegations contained in paragraph 40 of the Complaint.

41. Defendants deny the allegations contained in paragraph 41 of the Complaint.

42. Except to admit that plaintiff wrote and submitted to Penguin the manuscript for her second novel *The Great Betrayal*, defendants deny the allegations contained in paragraph 42 of the Complaint.

43. Except to admit that *The Great Betrayal* addresses topics such as marital infidelity and family secrets, defendants deny the allegations contained in paragraph 43 of the Complaint.

44. Defendants deny the allegations contained in paragraph 44 of the Complaint.

45. Defendants admit the allegations contained in paragraph 45 of the Complaint.

46. Defendants deny the allegations contained in paragraph 46 of the Complaint.

47. Defendants deny the allegations contained in paragraph 47 of the Complaint.

48. The allegations contained in paragraph 48 of the Complaint fail to set forth averments of fact, and therefore defendants are required neither to admit nor deny them. To the extent a response is required, except to deny that Penguin demanded that plaintiff edit white characters in *The Great Betrayal* to render them black or race neutral, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint.

49. The allegations contained in paragraph 49 of the Complaint fail to set forth averments of fact, and therefore defendants are required neither to admit nor deny them. To the extent a response is required, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint.

50. The allegations contained in paragraph 50 of the Complaint fail to set forth averments of fact, and therefore defendants are required neither to admit nor deny them. To the

extent a response is required, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint.

51. Defendants deny the allegations contained in paragraph 51 of the Complaint.

52. Except to admit that plaintiff threatened to sue defendants for racial discrimination and that defendants agreed to remove an African American couple from the cover art for *The Great Betrayal*, defendants deny the allegations contained in paragraph 52 of the Complaint.

53. Except to admit that Amazon inadvertently obtained cover art for *The Great Betrayal* that contained an African American couple and to deny that the cover art was misleading, defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint.

54. Defendants deny the allegations contained in paragraph 54 of the Complaint.

55. Defendants deny the allegations contained in paragraph 55 of the Complaint.

56. Defendants deny the allegations contained in paragraph 56 of the Complaint.

57. Defendants deny the allegations contained in paragraph 57 of the Complaint.

FIRST CAUSE OF ACTION

58. Defendants repeat and incorporate each and every answer to the allegations contained in paragraphs 1 through 57 of the Complaint as if set forth at length herein.

59. Defendants deny the allegations contained in paragraph 59 of the Complaint.

60. Defendants deny the allegations contained in paragraph 60 of the Complaint.

SECOND CAUSE OF ACTION

61. Defendants repeat and incorporate each and every answer to the allegations contained in paragraphs 1 through 60 of the Complaint as if set forth at length herein.

62. Defendants deny the allegations contained in paragraph 62 of the Complaint.

63. Defendants deny the allegations contained in paragraph 63 of the Complaint.

64. Defendants deny the allegations contained in paragraph 64 of the Complaint.

THIRD CAUSE OF ACTION

65. Defendants repeat and incorporate each and every answer to the allegations contained in paragraphs 1 through 64 of the Complaint as if set forth at length herein.

66. Defendants deny the allegations contained in paragraph 66 of the Complaint.

67. Defendants deny the allegations contained in paragraph 67 of the Complaint.

68. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint.

FOURTH CAUSE OF ACTION

69. Defendants repeat and incorporate each and every answer to the allegations contained in paragraphs 1 through 68 of the Complaint as if set forth at length herein.

70. Defendants deny the allegations contained in paragraph 70 of the Complaint.

Defendants deny the allegations and demands for judgment contained in the *ad damnum* clause of the Complaint.

FIRST SEPARATE DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

The Complaint is barred, in whole or in part, by the failure to satisfy, exhaust, and/or comply with the necessary statutory prerequisites prior to the commencement of this action.

THIRD SEPARATE DEFENSE

Plaintiff is estopped and barred by her own conduct from recovering any relief.

FOURTH SEPARATE DEFENSE

Plaintiff's claims are barred, in whole or in part, or her recoverable damages should be reduced, because she failed to take reasonable steps to mitigate her damages.

FIFTH SEPARATE DEFENSE

Defendants relied on legitimate and nondiscriminatory business factors in its actions and decisions with respect to plaintiff and her novels.

SIXTH SEPARATE DEFENSE

The Complaint fails to state a claim upon which an award of compensatory damages, punitive damages, and/or attorneys' fees can be granted.

SEVENTH SEPARATE DEFENSE

Plaintiff lacks standing to bring some or all of the claims asserted in the Complaint.

EIGHTH SEPARATE DEFENSE

Plaintiff's Complaint is barred in whole or in part by the doctrines of laches, waiver, misrepresentation, and/or unclean hands.

NINTH SEPARATE DEFENSE

Plaintiff is not entitled to the relief sought in the Complaint to the extent said relief is not available under the applicable statutes, regulations, or other relevant provisions of law.

TENTH SEPARATE DEFENSE

To the extent plaintiff seeks punitive damages, she is not entitled to recover punitive damages. There is no basis, legal or factual, for any demand for punitive damages.

ELEVENTH SEPARATE DEFENSE

Defendants acted in good faith and without malice, willfulness, recklessness or evil intent.

TWELFTH SEPARATE DEFENSE

To the extent plaintiff seeks punitive damages, such claims are in contravention of constitutional safeguards provided under the Constitution of the United States of America and the corresponding state constitutional provisions.

Defendants reserve the right to amend this Answer and to assert additional defenses and/or supplement, alter or change the Answer upon completion of appropriate investigation and discovery.


WHEREFORE, Defendants demand judgment dismissing the Complaint against them in its entirety, with prejudice, and awarding them attorneys' fees, costs of suit, and such other and further relief as this Court deems just, proper, and equitable.

Respectfully submitted,

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One Newark Center
Newark, New Jersey 07102
973.274.3200

Attorneys for Defendants
Penguin Group (USA) Inc. and
Signet, a Division of Penguin Group (USA) Inc.

By: _____


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John R. Seewald Jr. (JS-0373)

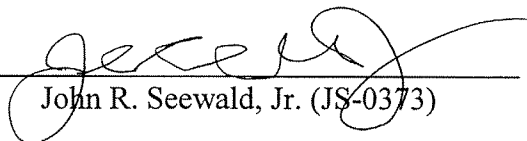
Dated: December 1, 2006

CERTIFICATE OF SERVICE

I hereby certify that on this date I caused to be served a true and correct copy of the foregoing Answer to Complaint by Federal Express overnight delivery upon the following counsel:

Nadine Aldred
7764 Pine Fork Drive
Orlando, FL 32822
(954) 593-1156
Plaintiff *pro se*

Dated: Newark, New Jersey
December 1, 2006

By: 
John R. Seewald, Jr. (JS-0373)