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8 UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA

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11 UMG RECORDINGS, INC., a) Case No. CV 07-5744 AHM (AJWx)
 12 Delaware corporation; *et al.*,)

13 Plaintiffs,

14 vs.

15 VEOH NETWORKS, INC. a California)
 Corporation,)

16 Defendant.

**NOTICE OF FILING OF
 SOUTHERN DISTRICT OPINION
 DISMISSING VEOH'S
 DECLARATORY JUDGMENT
 COMPLAINT**

Date: N/A
 Time: N/A
 Ctrm: 14
 Judge: Hon. A. Howard Matz

Complaint Filed: September 4, 2007

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1 UMG provides notice that on November 15, 2007, in the case *Veoh*
2 *Networks, Inc. v. UMG Recordings, Inc.*, Case No. Case No. 07 CV 1568-W-BLM
3 (S.D. Cal.), previously pending in the Southern District of California, Judge Whelan
4 entered an opinion granting UMG’s Motion to Dismiss Veoh’s declaratory judgment
5 complaint. The order granting UMG’s motion is attached hereto as Exhibit A, and
6 the Clerk’s Judgment in a Civil Case is attached hereto as Exhibit B.

7 As UMG had argued, Judge Whelan concluded that:

8 [B]ecause Plaintiff [Veoh] does not reference any specific copyright,
9 even by way of example, the relief requested [by Veoh] would
10 necessarily take the form of an advisory opinion. Succinctly, the
11 Court cannot determine whether a safe harbor for copyright
12 infringement exists without knowing which rights are at stake. Rather
13 than “specific relief through a decree of conclusive character,”
14 Plaintiff [Veoh] seeks a blanket validation of the ongoing legality of
15 their business model. Divorced from a particular dispute over specific
16 rights, Plaintiff’s Prayer for Relief would have the Court declare a safe
17 harbor as equally applicable against Defendant as to any other
18 copyright holder.

19 Exhibit A. at 5.

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1 The Court concluded in the alternative that even if dismissal were not
2 mandatory, it would have dismissed as a matter of discretion, explaining that
3 Veoh’s filing was “tactical,” Ex. A. at 9, and was so “ill-defined” that “the
4 Court suspects [Veoh’s] use [of the Declaratory Judgment Act] is more a
5 bargaining chip than a sincere prayer for relief.” Ex. A at 8.

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Dated: November 15, 2007

Respectfully Submitted,

IRELL & MANELLA LLP

By: /s/ Benjamin Glatstein

Steven A. Marenberg
Elliot Brown
Brian Ledahl
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Attorneys for Plaintiffs
UMG RECORDINGS, INC.;
UNIVERSAL MUSIC CORP.;
SONGS OF UNIVERSAL, INC.;
UNIVERSAL-POLYGRAM
INTERNATIONAL PUBLISHING,
INC.; RONDOR MUSIC
INTERNATIONAL, INC.;
UNIVERSAL MUSIC – MGB NA
LLC; UNIVERSAL MUSIC – Z
TUNES LLC; UNIVERSAL MUSIC –
MGB MUSIC PUBLISHING LTD.

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