

**No. 16-56843**

---

---

**UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

---

---

VIDANGEL, INC.,

Defendant-Appellant,

v.

DISNEY ENTERPRISES, INC.; LUCASFILM LTD. LLC;  
TWENTIETH CENTURY FOX FILM CORPORATION; AND  
WARNER BROS. ENTERTAINMENT, INC.,

Plaintiffs-Appellees.

---

On Appeal from the United States District Court  
for the Central District of California

Hon. André Birotte Jr.

No. 2:16-cv-04109-AB-PLA

---

**EXCERPTS OF RECORD**

**VOLUME IV OF V**

**(Pages 568-660)**

---

Brendan S. Maher  
Daniel L. Geysler  
Douglas D. Geysler  
STRIS & MAHER LLP  
6688 N. Central Expy., Ste. 1650  
Dallas, TX 75206  
Telephone: (214) 396-6630  
Facsimile: (210) 978-5430

January 11, 2016

Peter K. Stris  
Elizabeth Rogers Brannen  
Dana Berkowitz  
Victor O'Connell  
STRIS & MAHER LLP  
725 S. Figueroa St., Ste. 1830  
Los Angeles, CA 90017  
Telephone: (213) 995-6800  
Facsimile: (213) 261-0299  
peter.stris@strismaher.com

**Counsel for Defendant-Appellant VidAngel, Inc.**

---

---

## TABLE OF CONTENTS

### VOLUME I OF V

Pages 1 to 22

<b>ECF</b>	<b>Description</b>	<b>Page</b>
144	Order Granting Plaintiffs' Motion for Preliminary Injunction	ER001

### VOLUME II OF V

Pages 23 to 289

<b>ECF</b>	<b>Description</b>	<b>Page</b>
175	[In Chambers] Order Granting Plaintiffs' Ex Parte Application for an Order to Show Cause Why VidAngel Should Not Be Held in Contempt	ER023
172	Ninth Circuit Order Denying VidAngel, Inc.'s Emergency Motion for a Stay Pending Appeal	ER024
167	Declaration of David Quinto	ER026
166	[In Chambers] Order Denying Defendant's Ex Parte Application to Stay Preliminary Injunction Pending Appeal or Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal	ER029
164	VidAngel, Inc.'s Opposition to Plaintiffs' Ex Parte Application for an Order to Show Cause	ER034
164-1	Declaration of Neal Harmon in Support of VidAngel, Inc.'s Opposition to Plaintiffs' Ex Parte Application for an Order to Show Cause	ER050
164-2	Declaration of David Quinto in Support of VidAngel, Inc.'s Opposition to Plaintiffs' Ex Parte Application for an Order to Show Cause	ER060
164-3	Declaration of Jarom McDonald in Support of VidAngel, Inc.'s Opposition to Plaintiffs' Ex Parte Application for an Order to Show Cause	ER070

<b>ECF</b>	<b>Description</b>	<b>Page</b>
163	Plaintiffs' Preliminary Injunction Bond	ER075
158	Declaration of Neal Harmon in Support of VidAngel, Inc.'s Ex Parte Application to Stay Preliminary Injunction Pending Appeal or, Alternatively Pending Decision by the Ninth Circuit on Stay Pending Appeal	ER080
149	VidAngel, Inc.'s Notice of Appeal from Order Granting Motion for Preliminary Injunction; Representation Statement	ER088
145	Court Reporter's Transcript of Proceedings on Monday, November 14, 2016	ER094
123	Order Regarding Hearing Date on Plaintiffs' Motion for Preliminary Injunction	ER218
110	Supplemental Declaration of Neal Harmon in Opposition to Motion for Entry of Preliminary Injunction (with Exhibits)	ER220
109	Declaration of William J. Aho in Support of VidAngel, Inc.'s Opposition to Motion for Entry of Preliminary Injunction	ER283
78	Order Continuing Hearing of Plaintiffs' Motions for Preliminary Injunction and to Dismiss VidAngel's Countercomplaint	ER288

**VOLUME III OF V**  
**Pages 290 to 567**

<b>ECF</b>	<b>Description</b>	<b>Page</b>
77	Amended Answer and First Amended Counterclaims	ER290
69	Declaration of Tim Wildmon in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER350
68	Declaration of Tim Barton in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER354

<b>ECF</b>	<b>Description</b>	<b>Page</b>
67	Declaration of Theodore Baehr in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER358
66	Declaration of Rick Green in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER362
65	Declaration of Rebecca Hagelin in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER366
64	Declaration of Patrick Trueman in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER371
63	Declaration of Matt Kibbe in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER375
62	Declaration of L. Brent Bozell III in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER378
61	Declaration of George E. Roller in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER383
60	Declaration of Gary Marx in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER387
59	Declaration of Gary Bauer in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER391
58	Declaration of David Bozell in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER395
57	Declaration of David Barton in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER399
56	Declaration of Connor Boyack in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER403
55	Declaration of Harry R. Jackson Jr. in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER407
54	Declaration of Timothy F. Winter in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER411

<b>ECF</b>	<b>Description</b>	<b>Page</b>
53	Declaration of Donna Rice Hughes in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER419
52	Declaration of Bryan and Diane Schwartz in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER428
51	Declaration of Bob Waliszewski in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER433
50	Declaration of Andrea Lafferty in Support of VidAngel's Opposition to Motion for Preliminary Injunction	ER436
46	Declaration of David W. Quinto in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER441
45	Declaration of Jaime W. Marquart in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER451
45-2	[Redacted] Exhibit B to Declaration of Jaime W. Marquart in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER455
45-4	[Redacted] Exhibit D to Declaration of Jaime W. Marquart in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER469
44	[Redacted] Declaration of Sigurd Meldal in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER470
44-4	Exhibit D to Declaration of Sigurd Meldal in Support of VidAngel's Memorandum of Points and Authorities In Opposition to Preliminary Injunction Motion	ER514

<b>ECF</b>	<b>Description</b>	<b>Page</b>
43	[Redacted] Declaration of Neal Harmon in Support of VidAngel's Memorandum of Points and Authorities In Opposition to Preliminary Injunction Motion	ER520
43-1	Exhibit A to Declaration of Neal Harmon in Support of VidAngel's Memorandum of Points and Authorities In Opposition to Preliminary Injunction Motion	ER545
43-2	Exhibit B to Declaration of Neal Harmon in Support of VidAngel's Memorandum of Points and Authorities In Opposition to Preliminary Injunction Motion	ER547
43-3	Exhibit C to Declaration of Neal Harmon in Support of VidAngel's Memorandum of Points and Authorities In Opposition to Preliminary Injunction Motion	ER551
28	Declaration of Tedd Cittadine in Support of Plaintiffs' Motion for Preliminary Injunction	ER554

**VOLUME IV OF V**  
**Pages 568 to 660**

<b>ECF</b>	<b>Description</b>	<b>Page</b>
27	[Redacted] Plaintiffs' Notice of Motion and Motion for Preliminary Injunction; Memorandum of Points and Authorities in Support Thereof	ER568
1	Complaint for Copyright Infringement and Violation of Digital Millennium Copyright Act	ER613
	[1/11/2017] Docket Sheet	ER633

**VOLUME V OF V**  
**(FILED UNDER SEAL)**  
**Pages 661 to 848**

<b>ECF</b>	<b>Description</b>	<b>Page</b>
80-1	Declaration of Neal Harmon in Support of VidAngel's Memorandum of Points and Authorities In Opposition to Preliminary Injunction Motion	ER661
80-2	Declaration of Sigurd Meldal in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER686
80-3	Exhibit B to Declaration of Jaime W. Marquart in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER709
80-4	Exhibit D to Declaration of Jaime W. Marquart in Support of VidAngel's Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion	ER723
33	Plaintiffs' Notice of Motion and Motion for Preliminary Injunction; Memorandum of Points and Authorities in Support Thereof	ER804

1 GLENN D. POMERANTZ (SBN 112503)  
*glenn.pomerantz@mto.com*  
 2 KELLY M. KLAUS (SBN 161091)  
*kelly.klaus@mto.com*  
 3 ROSE LEDA EHLER (SBN 296523)  
*rose.ehler@mto.com*  
 4 ALLYSON R. BENNETT (SBN 302090)  
*allyson.bennett@mto.com*  
 5 MUNGER, TOLLES & OLSON LLP  
 355 South Grand Avenue, Thirty-Fifth Floor  
 6 Los Angeles, California 90071-1560  
 Telephone: (213) 683-9100  
 7 Facsimile: (213) 687-3702

8 Attorneys for Plaintiffs

9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA  
 11 WESTERN DIVISION

12 DISNEY ENTERPRISES, INC.;  
 LUCASFILM LTD. LLC;  
 13 TWENTIETH CENTURY FOX FILM  
 CORPORATION and WARNER  
 14 BROS. ENTERTAINMENT INC.,

15 Plaintiffs and Counterclaim  
 Defendants,

16 vs.

17 VIDANGEL, INC.,

18 Defendant and Counter-  
 19 Claimant.

Case No. 16-cv-04109-AB (PLAx)

**REDACTED VERSION OF  
 DOCUMENT PROPOSED TO BE  
 FILED UNDER SEAL**

**PLAINTIFFS' NOTICE OF  
 MOTION AND MOTION FOR  
 PRELIMINARY INJUNCTION;  
 MEMORANDUM OF POINTS AND  
 AUTHORITIES IN SUPPORT  
 THEREOF**

Judge: Hon. André Birotte Jr.

Date: October 24, 2016

Time: 10:00 a.m.

Crtrm.: 4

Filed concurrently herewith:

- (1) Declaration of Tedd Cittadine
- (2) Declaration of Rose Leda Ehler
- (3) Declaration of Kelly M. Klaus
- (4) Declaration of Robert Schumann
- (5) [Proposed] Order
- (6) Application to File Under Seal

Trial Date: None Set

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on October 24, 2016, at 10:00 a.m., before the  
3 Honorable André Birotte Jr., in Courtroom 4 of the United States District Court for  
4 the Central District of California, located at 312 North Spring Street, Los Angeles,  
5 California 90012, Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd. LLC, Twentieth  
6 Century Fox Film Corporation, and Warner Bros. Entertainment Inc. (collectively,  
7 “Plaintiffs”) will and hereby do move for a Preliminary Injunction restraining  
8 Defendant VidAngel, Inc. (“VidAngel”) and all of its officers, agents, servants,  
9 employees, and attorneys, and those persons in active concert or participation or  
10 privity with any of them, from: [1] violating Plaintiffs’ rights pursuant to § 1201(a) of  
11 the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 1201(a), by  
12 circumventing technological measures that effectively control access to Plaintiffs’  
13 copyrighted works on DVDs and Blu-ray discs; and [2] infringing by any means,  
14 directly or indirectly, Plaintiffs’ exclusive rights under § 106 of the Copyright Act,  
15 *id.* § 106, including by reproducing or publicly performing Plaintiffs’ copyrighted  
16 works.

17 This Motion is made on the following grounds as explained in the  
18 accompanying Memorandum of Points and Authorities and supporting papers:

19 1. Plaintiffs are likely to succeed on the merits because the record  
20 evidence clearly shows that VidAngel: (a) uses “ripping” software to circumvent  
21 technological protection measures on DVDs and Blu-ray discs that effectively  
22 control access to Plaintiffs’ copyrighted motion pictures and television shows on  
23 those discs, thereby violating § 1201(a); (b) copies the resulting unprotected digital  
24 files containing Plaintiffs’ works to a computer system, thereby infringing Plaintiffs’  
25 exclusive rights to reproduce their works under § 106(1); and (c) transmits  
26 performances from the unauthorized copies that VidAngel makes to the public,  
27 thereby infringing Plaintiffs’ exclusive rights to perform their works publicly under  
28 § 106(4).

1           2.     VidAngel’s defenses to violating Plaintiffs’ rights are meritless.

2           3.     Absent a preliminary injunction, Plaintiffs will suffer irreparable harm,  
3 including with respect to their ability to exercise their exclusive rights, their  
4 relationships and goodwill with authorized licensees, and the development of the  
5 market for on-demand streaming. The balance of equities tips decidedly in  
6 Plaintiffs’ favor, and an injunction is in the public interest.

7           This Motion is based upon this Notice of Motion and Motion; the attached  
8 Memorandum of Points and Authorities; the Declarations of Tedd Cittadine  
9 (“Cittadine Decl.”), Rose Leda Ehler (“Ehler Decl.”), Kelly M. Klaus (“Klaus  
10 Decl.”) and Robert Schumann (“Schumann Decl.”) and Exhibits thereto; all  
11 documents on file in this action; and such further or additional evidence or  
12 argument as may be presented before or at the time of the hearing on this Motion.

13  
14 DATED: August 22, 2016

MUNGER, TOLLES & OLSON LLP

15  
16  
17 By:           /s/ Kelly M. Klaus          

18           KELLY M. KLAUS

19           Attorney for Plaintiffs  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Page**

INTRODUCTION ..... 1

FACTUAL BACKGROUND..... 4

    A.    Plaintiffs And Their Copyrighted Works..... 4

    B.    VidAngel Builds Its Business By Exploiting Plaintiffs’ Rights..... 5

        1.    VidAngel’s Decision To Create An Unlicensed Service ..... 5

        2.    How VidAngel Works ..... 7

        3.    VidAngel’s Escalating Marketing And Recent Growth..... 9

    C.    VidAngel’s Letters To Plaintiffs And Other Studios, And This  
        Lawsuit..... 10

ARGUMENT..... 11

I.    PLAINTIFFS ARE LIKELY TO SUCCEED ON THE MERITS OF  
        THEIR CLAIMS ..... 11

    A.    Plaintiffs Will Succeed On Their DMCA Claim ..... 11

        1.    VidAngel Circumvents The Technological Protection  
                Measures That Control Access To Plaintiffs’ Works On  
                Discs..... 12

        2.    VidAngel Has No Defense To Its Violation Of § 1201(a)..... 13

            a.    The DMCA Makes No Exception For Businesses  
                    That Want To Circumvent To Provide Filters ..... 13

            b.    The FMA Does Not Authorize Circumvention..... 14

            c.    There Is No Fair Use Exemption To § 1201(a)  
                    Liability ..... 15

    B.    Plaintiffs Will Succeed On Their Copyright Infringement Claims ..... 16

        1.    Plaintiffs Own Or Control Valid Copyrights In The Works  
                That VidAngel Exploits..... 16

        2.    VidAngel Violates Plaintiffs’ Exclusive Rights To  
                Reproduce And Publicly Perform Their Copyrighted  
                Works..... 16

            a.    VidAngel Violates Plaintiffs’ Exclusive Right To  
                    Reproduce Their Works By Making Copies..... 17

**TABLE OF CONTENTS  
(continued)**

	<b>Page</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

- b. VidAngel Violates Plaintiffs’ Exclusive Right To Publicly Perform Their Copyrighted Works ..... 17
  - i. VidAngel Publicly Performs Plaintiffs’ Works ..... 17
  - ii. VidAngel’s “Buy-Sellback” Scheme Does Not Transform VidAngel’s Public Performances Into Private Ones..... 18
- 3. None of VidAngel’s Defenses Excuse Its Infringement ..... 21
  - a. The FMA Does Not Excuse VidAngel’s Infringement ..... 21
  - b. VidAngel’s Affirmative Defense Of Fair Use Does Not Excuse Its Infringement ..... 22
    - i. VidAngel’s Wholesale Copying And Publicly Performing Plaintiffs’ Works Are Commercial And Non-Transformative ..... 23
    - ii. Plaintiffs’ Copyrighted Works Are Highly Creative ..... 24
    - iii. VidAngel Copies The Entirety Of Plaintiffs’ Works And Publicly Performs Substantially The Entirety Of Them ..... 24
    - iv. VidAngel’s Service Undermines Existing And Potential Markets For Plaintiffs’ Works ..... 25
  - c. The First Sale Doctrine Does Not Authorize VidAngel’s Copying or Streaming..... 26

- II. PLAINTIFFS WILL SUFFER IRREPARABLE HARM ABSENT AN INJUNCTION ..... 27
  - A. VidAngel’s Unauthorized Service Causes Immediate And Irreparable Harms ..... 27
  - B. Plaintiffs’ Motion Is Timely, And VidAngel’s Assertions of “Delay” Do Not Negate Irreparable Harm ..... 30
- III. THE BALANCE OF HARDSHIPS TIPS DECISIVELY FOR PLAINTIFFS ..... 31
- IV. A PRELIMINARY INJUNCTION IS IN THE PUBLIC INTEREST ..... 32
- V. MINIMAL SECURITY SHOULD BE REQUIRED..... 33

**TABLE OF CONTENTS  
(continued)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Page**

CONCLUSION.....33

**TABLE OF AUTHORITIES**

		<b>Page(s)</b>
1		
2		
3	<b>FEDERAL CASES</b>	
4	<i>321 Studios v. Metro Goldwyn Mayer Studios, Inc.</i> ,	
5	307 F. Supp. 2d 1085 (N.D. Cal. 2004).....	12
6	<i>A &amp; M Records, Inc. v. A.L.W., Ltd.</i> ,	
7	855 F.2d 368 (7th Cir. 1988).....	20
8	<i>A&amp;M Records, Inc. v. Napster, Inc.</i> ,	
9	239 F.3d 1004 (9th Cir. 2001).....	16
10	<i>American Broadcasting Companies, Inc. v. Aereo, Inc.</i> ,	
11	134 S. Ct. 2498 (2014).....	3, 7, 17, 18, 19
12	<i>Apple Inc. v. Psystar Corp.</i> ,	
13	673 F. Supp. 2d 943 (N.D. Cal. 2009).....	32
14	<i>Arc of Cal. v. Douglas</i> ,	
15	757 F.3d 975 (9th Cir. 2014).....	30, 31
16	<i>Arista Records LLC v. Myxer, Inc.</i> ,	
17	No. CV 08-03935 GAF, 2011 WL 11660773 (C.D. Cal. 2011).....	25
18	<i>Authors Guild v. Google, Inc.</i> ,	
19	804 F.3d 202 (2d Cir. 2015).....	24
20	<i>Cadence Design Sys., Inc. v. Avant! Corp.</i> ,	
21	125 F.3d 824 (9th Cir. 1997).....	31
22	<i>Campbell v. Acuff-Rose Music, Inc.</i> ,	
23	510 U.S. 569 (1994).....	23, 24, 25
24	<i>Capitol Records, LLC v. ReDigi Inc.</i> ,	
25	934 F. Supp. 2d 640 (S.D.N.Y. 2013).....	26
26	<i>Central Point Software, Inc. v. Global Software &amp; Accessories, Inc.</i> ,	
27	880 F. Supp. 957 (E.D.N.Y. 1995).....	20
28	<i>Clean Flicks of Colo. v. LLC v. Soderbergh</i> ,	
	433 F. Supp. 2d 1236 (D. Colo. 2006).....	24

**TABLE OF AUTHORITIES**  
**(continued)**

	<b>Page(s)</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

**TABLE OF AUTHORITIES**  
(continued)

	<b>Page(s)</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

<i>Monge v. Maya Magazines, Inc.</i> , 688 F.3d 1164 (9th Cir. 2012).....	23,24
<i>On Command Video Corporation v. Columbia Pictures Industries</i> , 777 F. Supp. 787 (N.D. Cal. 1991).....	18, 19
<i>Peker v. Masters Collection</i> , 96 F. Supp. 2d 216 (E.D.N.Y. 2000).....	26
<i>Perfect 10, Inc. v. Amazon.com, Inc.</i> , 508 F.3d 1146 (9th Cir. 2007).....	22
<i>Petrella v. Metro-Goldwyn-Mayer, Inc.</i> , 134 S. Ct. 1962 (2014).....	4, 30, 31
<i>Realnetworks, Inc. v. DVD Copy Control Ass’n</i> , 641 F. Supp. 2d 913 (N.D. Cal. 2009).....	12, 32
<i>Red Baron-Franklin Park, Inc. v. Taito Corp.</i> , 883 F.2d 275 (4th Cir. 1989).....	26
<i>Salinger v. Colting</i> , 607 F.3d 68 (2d Cir. 2010).....	27
<i>Ticketmaster L.L.C. v. RMG Techs., Inc.</i> , 507 F. Supp. 2d 1096 (C.D. Cal. 2007).....	28
<i>Triad Sys. Corp. v. Se. Express Co.</i> , 64 F.3d 1330 (9th Cir. 1995).....	31
<i>TRW Inc. v. Andrews</i> , 534 U.S. 19 (2001).....	13
<i>UMG Recordings, Inc. v. Escape Media Grp., Inc.</i> , No. 11 CIV. 8407, 2014 WL 5089743 (S.D.N.Y. Sept. 29, 2014).....	17
<i>United Fabrics Int’l, Inc. v. C&amp;J Wear, Inc.</i> , 630 F.3d 1255, 1257 (9th Cir. 2011).....	16
<i>United States v. Crippen</i> , No. CR 09-703 PSG, 2010 WL 7198205 (C.D. Cal. Nov. 23, 2010).....	15, 16

**TABLE OF AUTHORITIES**  
**(continued)**

	<b>Page(s)</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

<i>Universal City Studios, Inc. v. Reimerdes</i> , 111 F. Supp. 2d 294 (S.D.N.Y. 2000).....	12, 16
<i>Warner Bros. Entertainment Inc. v. WTV Systems, Inc.</i> , 824 F. Supp. 2d 1003 (C.D. Cal. 2011).....	18, 19, 27, 29, 33
<i>Winter v. Natural Res. Def. Council, Inc.</i> , 555 U.S. 7 (2008) .....	11
<i>Worldwide Church of God v. Philadelphia Church of God, Inc.</i> , 227 F.3d 1110 (9th Cir. 2000).....	24
<i>WPIX, Inc. v. ivi, Inc.</i> , 691 F.3d 275 (2d Cir. 2012) .....	28

**FEDERAL STATUTES**

17 U.S.C. § 101.....	3, 17, 22
17 U.S.C. § 106.....	14, passim
17 U.S.C. § 106(1).....	1, 17
17 U.S.C. § 106(3).....	26
17 U.S.C. § 106(4).....	1, 3, 17
17 U.S.C. § 107.....	15, 22
17 U.S.C. § 109(a).....	26
17 U.S.C. § 110.....	14, 15, 21
17 U.S.C. § 110(11).....	2, passim
17 U.S.C. § 117(c).....	31
17 U.S.C. § 410(c).....	16
17 U.S.C. § 1201.....	14, 15
17 U.S.C. § 1201(a).....	1, passim

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF AUTHORITIES**  
**(continued)**

**Page(s)**

17 U.S.C. § 1201(c) ..... 15

17 U.S.C. § 1201(d)-(j) ..... 13

**FEDERAL REGULATIONS**

37 CFR pt. 201.40 ..... 13

**LEGISLATIVE MATERIALS**

151 Cong. Rec. S501-S502 (daily ed. Jan. 25, 2005) ..... 2, 15, 22

H.R. 4586, Serial No. 94 (June 17, 2004) ..... 15

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **INTRODUCTION**

3 Defendant VidAngel operates an online on-demand video streaming service  
4 that blatantly violates Plaintiffs’ rights under the DMCA and the Copyright Act:

- 5 • VidAngel starts by circumventing the technological protection  
6 measures on DVDs and Blu-ray discs (collectively, “Discs”) that  
7 control access to the digital media files of Plaintiffs’ copyrighted  
8 movies and television shows—or, as VidAngel’s employees say, they  
9 “rip[]” the movies—a violation of § 1201(a) of the DMCA. Schumann  
10 Decl. ¶¶ 7, 35-38, 43, Ex. C at 23; Dkt. 11(Counter-Complaint) ¶ 61.
- 11 • VidAngel then copies to computer servers the copyrighted works that  
12 VidAngel has ripped—a violation of Plaintiffs’ exclusive rights to  
13 reproduce their works under § 106(1) of the Copyright Act. Schumann  
14 Decl. ¶¶ 37, 40-42, Ex. C at 23-25; Ehler Decl. Ex. EE at Tr. 58:1-4.<sup>1</sup>
- 15 • VidAngel then streams performances of those copyrighted works over  
16 and over again to numerous VidAngel customers, i.e., “to the public”—  
17 a violation of Plaintiffs’ exclusive rights to publicly perform their  
18 works under § 106(4). Schumann Decl. ¶¶ 7-8, Ex. C at 23-25; Ehler  
19 Decl. Ex. EE at Tr. 90:18-22.

20 Legitimate on-demand streaming services—e.g., iTunes, Amazon and Google  
21 Play—run their businesses without illegally circumventing and with authorization to  
22 copy and stream Plaintiffs’ works. These legitimate services negotiate and pay for  
23 the rights they use. VidAngel does not, and it thereby acquires an unjust  
24 competitive advantage that VidAngel touts in its advertising. *Id.* Ex. A (examples).

25 \_\_\_\_\_  
26 <sup>1</sup> All transcript references are to the 30(b)(6) deposition of VidAngel’s CEO, Neal  
27 Harmon on August 11, 2016, excerpts at Ehler Decl., Ex. EE. The “Tr.” references  
28 are to the page and line of the original deposition transcript rather than the page as  
consecutively numbered in the Exhibits.

1 VidAngel’s illegal conduct threatens imminent, irreparable harm by depriving  
2 Plaintiffs of their rights to control their content, interfering with relationships with  
3 licensees, and undercutting the growth of the legitimate on-demand streaming  
4 market. Even VidAngel’s followers recognize VidAngel causes harm. *Id.* Ex. C (“I  
5 could watch Star Wars 7 on VidAngel (only filtering one small thing) for \$1 before  
6 any other video streaming service had it available. If you guys are allowed to rip,  
7 stream, and resell DVDs, the other streaming services will want to do it too – it’s  
8 only fair.”).

9 VidAngel tries to defend its service with three meritless arguments.

10 First, VidAngel argues that Congress sanctioned all of its unlawful conduct  
11 under the Family Movie Act of 2005 (“FMA”), 17 U.S.C. § 110(11), because  
12 VidAngel allows its users to select content “filters” that skip or mute content from  
13 streamed movies. The claims at issue have nothing to do with the filtering aspects  
14 of VidAngel’s service, and the FMA provides VidAngel no shelter on this motion.  
15 The FMA says that one does not infringe copyright by making motion picture  
16 content “imperceptible” (or providing software that does the same) in the context of  
17 private home viewing. *Id.* The FMA does not say that a business that filters thereby  
18 has a total exemption from the DMCA or from having to license the right to copy  
19 and publicly stream movies. On the contrary, the FMA makes clear that the relevant  
20 filtering must be done from an “authorized copy,” which VidAngel does not make  
21 and from which it does not stream. *Id.*; *see* 151 Cong. Rec. S501-S502 (daily ed.  
22 Jan. 25, 2005) (Sen. Hatch) (“[A]n infringing transmission of a performance to a  
23 household, [is] not rendered non-infringing by section 110(11) by virtue of the fact  
24 that limited portions [of the performance] are made imperceptible.”). Filtering does  
25 not make an underlying unlicensed service legal. And the FMA provides no defense  
26 to circumventing, which is “distinct from infring[ing].” *MDY Indus., LLC v.*  
27 *Blizzard Entm’t, Inc.*, 629 F.3d 928, 946, 950 (9th Cir. 2010).

28

1           Second, VidAngel claims it does not violate the public performance right  
2 because it makes only “private” performances to users who “purchase” Discs from  
3 VidAngel. That is wrong. When it streams movies over the Internet, VidAngel is  
4 “transmitting” performances to users. Transmissions infringe § 106(4) where, as  
5 here, the defendant makes them “to the public, by means of any device or process,  
6 whether the members of the public capable of receiving the performance or display  
7 receive it in the same place or in separate places and at the same time or at different  
8 times.” 17 U.S.C. § 101 (defining “[t]o perform . . . a work ‘publicly’”). A long  
9 line of precedent construing this provision (the “Transmit Clause”)—including in  
10 the Supreme Court’s recent decision in *American Broadcasting Companies, Inc. v.*  
11 *Aereo, Inc.*, 134 S. Ct. 2498 (2014)—makes it clear that VidAngel’s online, on-  
12 demand transmissions are public performances. They do not become “private”  
13 performances just because VidAngel purports to “sell” its users the Discs (which  
14 VidAngel then immediately offers to buy back for a net access price of \$1 a day).  
15 VidAngel’s “buy-sellback” scheme is an artifice—what its CEO called a “creative  
16 way” to compete while trying to be “buttoned up legally.” Ehler Decl. Ex. DD at  
17 366. This sleight of hand does not cure VidAngel’s infringement. What matters is  
18 whether VidAngel is transmitting performances to the public, not the label that  
19 VidAngel uses to describe its transactions. *Aereo*, 134 S. Ct. at 2509 (“[W]hen  
20 Aereo streams the same television program to multiple subscribers, it ‘transmit[s]  
21 . . . a performance’ to all of them”). VidAngel publicly performs without a license.

22           Third, VidAngel argues that Plaintiffs forfeited the right to a preliminary  
23 injunction because they did not immediately sue VidAngel when its outside litigator  
24 (and recently appointed General Counsel) sent letters describing parts of the service  
25 to Plaintiffs and other motion picture studios in July 2015. Dkt. 11, Ex. A. At that  
26 point, as noted in those letters, VidAngel had fewer than 5,000 users and described  
27 its service as being in a “limited beta.” *Id.* The letters did not say when VidAngel  
28 would launch publicly, and Plaintiffs could not have known whether the service

1 would survive, let alone thrive. As the Supreme Court has recognized, “[e]ven if an  
 2 infringement is harmful, the harm may be too small to justify the cost of litigation.”  
 3 *Petrella v. Metro-Goldwyn-Mayer, Inc.*, 134 S. Ct. 1962, 1976 (2014). Copyright  
 4 owners do not have to immediately sue anyone who infringes, or forever lose the  
 5 right to seek a preliminary injunction; such a requirement would lead to unnecessary  
 6 litigation and burdens on the courts. VidAngel started to advertise more  
 7 aggressively earlier this year and gained traction in the press and online blogs; it  
 8 now has more than [REDACTED] active monthly users (and more than [REDACTED] total)  
 9 and continues to grow. Ehler Decl. Ex. D; *id.* Ex. AA at 317. Plaintiffs were  
 10 justified in suing when they did, and they satisfy all the requirements for injunctive  
 11 relief.

## 12 **FACTUAL BACKGROUND**

### 13 **A. Plaintiffs And Their Copyrighted Works**

14 Plaintiffs, directly or through affiliates, invest substantial resources and effort  
 15 to produce and distribute some of the most popular and critically acclaimed movies  
 16 and television programs in the world. Their works include, among many others,  
 17 *Frozen* (2013) (Disney), *Star Wars: The Force Awakens* (2015) (Lucasfilm), *Avatar*  
 18 (2009) (Fox), and *Harry Potter and the Sorcerer’s Stone* (2001) (Warner Bros.).

19 Copyright protection is critical to Plaintiffs’ ability to obtain a return on their  
 20 substantial investments in these and other works and to underwrite the production of  
 21 new creative content, often at great financial risk. Cittadine Decl. ¶ 8. A studio will  
 22 spend tens or even hundreds of millions of dollars producing, distributing and  
 23 marketing a major motion picture. *Id.* ¶ 7. Third parties that wish to exercise  
 24 Plaintiffs’ rights to exploit their works must negotiate to obtain those rights. *Id.*  
 25 ¶ 14.

26 Plaintiffs employ different strategies to make their content available to meet  
 27 consumer demand, but each Plaintiff tries to tailor the value and price for each  
 28 offering—or “distribution channel”—to the willingness of customers (and licensees)

1 to pay for those offerings. *Id.* ¶ 9. Plaintiffs distribute and license their content for  
 2 home entertainment across a number of channels. These include, among others:  
 3 (1) physical Discs; (2) digital download through services like iTunes, VUDU or  
 4 Amazon Video; (3) on-demand streaming for short-term viewing on a per-  
 5 transaction fee (e.g., iTunes Store or Google Play Store); or (4) subscription on-  
 6 demand streaming (e.g., Netflix or Hulu). *Id.*

7 Plaintiffs’ strategic process of releasing their content across different  
 8 distribution channels and to different licensees over time is called “windowing.” *Id.*  
 9 ¶ 15. A Plaintiff may decide to release specific titles only through certain channels  
 10 for a prescribed period, e.g., releasing titles for purchase on Discs or digital  
 11 download before releasing them to on-demand streaming. *Id.* ¶¶ 15, 33. Plaintiffs  
 12 often negotiate higher licensing fees in exchange for granting a licensee the  
 13 exclusive right to perform a movie or television show during a particular time  
 14 period. *Id.* ¶ 15. The online and digital channels have become increasingly  
 15 important revenue sources. *Id.* ¶ 10.

16 Especially in this digital age, to exercise their exclusive rights under  
 17 copyright, Plaintiffs must protect their content from piracy and unauthorized use.  
 18 Technological protection measures that control access (here, “access controls”) are  
 19 one way in which Plaintiffs ensure that copies of their content stored on Discs  
 20 cannot be easily copied and disseminated digitally. Schumann Decl. ¶¶ 20, 27. The  
 21 access controls that encrypt the digital files on Discs can lawfully be unencrypted  
 22 for playback or copying only by authorized devices. *Id.* ¶¶ 20-34.

## 23 **B. VidAngel Builds Its Business By Exploiting Plaintiffs’ Rights**

### 24 **1. VidAngel’s Decision To Create An Unlicensed Service**

25 In the fall of 2013, VidAngel first launched a standalone filtering service  
 26 through a web browser plug-in. Ehler Decl. Ex. EE at Tr. 135:12-136:7. This  
 27 technology permitted a user to apply filters to content streamed from YouTube (and  
 28 if a full-length movie, obtained legitimately through Google Play). *Id.*

1 In the fall of 2014, VidAngel decided to “pivot” its business to its current  
 2 service, which does not simply provide filtering but offers unauthorized streaming  
 3 for a daily fee. *Id.* Ex. V at 217; *Id.* Ex. EE at Tr. 136:8-12. VidAngel knew from  
 4 surveying users who stopped using its prior service that [REDACTED]  
 5 [REDACTED] *Id.* Ex. V at 227. It also had  
 6 information that only 1% of Americans would actually pay to watch filtered  
 7 versions of movies if you charged them to use a filter. *Id.* Ex. E at 61. VidAngel  
 8 decided that, rather than provide filters to run on streams from licensed services, it  
 9 would rip and copy Discs and charge users for streaming. When investors  
 10 questioned whether the company was getting into a [REDACTED]  
 11 [REDACTED], Mr. Harmon, the CEO, assured them that [REDACTED]  
 12 [REDACTED] *Id.* Ex. W at 234 (emphasis added).<sup>2</sup>

13 From the outset of its “pivot,” VidAngel knew it would need licenses to run a  
 14 streaming business. VidAngel, however, decided on a strategy of asking for  
 15 forgiveness, not permission. As Mr. Harmon put it in a fall 2014 email to an  
 16 investor: [REDACTED]  
 17 [REDACTED]  
 18 [REDACTED]  
 19 [REDACTED] *Id.*; *see also id.* Ex. DD at 366 (Feb. 2015: Mr. Harmon saying VidAngel  
 20 would “have to be a lot bigger” to “get licensing from Hollywood. . . . Until then,  
 21 we sell DVDs and Blu-Rays to you, vault them in our warehouse, and stream you a  
 22 filtered movie. The buyback system was the most creative way we could come up  
 23 with in order to offer you the value of a Redbox while staying buttoned up  
 24 legally.”); *id.* Ex. X at 257 (Sept. 2015: Mr. Harmon saying VidAngel [REDACTED]

25 \_\_\_\_\_  
 26 <sup>2</sup> At deposition, Mr. Harmon claimed this email was discussing a model for users to  
 27 “trade or share” their own Discs. Ehler Decl. Ex. EE at Tr. 146:8-148:6. But the  
 28 statement that VidAngel would be a [REDACTED]  
 was true regardless of the source of Discs. *Id.* Ex. W at 234.

1

2 [REDACTED] D).

3 **2. How VidAngel Works**

4 For every movie or TV show it streams, VidAngel first rips a digital copy of  
5 the content from a single Disc. *Id.* Ex. EE at Tr. 127:6-131:7; Schumann Decl. ¶¶  
6 37-39, 42, Exs. C at 23, D. Using RedFox AnyDVD HD software—popularly  
7 known as a “ripping” tool—VidAngel circumvents the technological protections—  
8 CSS, AACS, BD+—that Plaintiffs use to control access to their content. Ehler Decl.  
9 Ex. S. VidAngel previously used the same software sold by the same developers  
10 and staff of SlySoft, a ripping software company whose owner was found guilty of  
11 distributing illegal circumvention tools. *Id.* Exs. F, EE at Tr. 68:9-69:16.

12 After circumventing the access controls, VidAngel copies the underlying  
13 digital files (i.e., the movie or television show) onto its computers and then saves  
14 additional copies on leased third-party servers. Schumann Decl. ¶ 40-42. VidAngel  
15 uses the ripped digital copies stored on those servers to stream content. *Id.*; Ehler  
16 Decl. Ex. EE at Tr. 90:18-22.

17 VidAngel charges customers for its on-demand streaming through a sham  
18 “buy-sellback” scheme. VidAngel adopted this scheme as part of the “pivot,”  
19 believing that it provided a loophole from public performance liability in light of  
20 dicta in the *Aereo* decision. *Id.* Ex. V at 217. As discussed at pp. 18-21, *infra*,  
21 VidAngel’s reliance on “buy-sellback” does not change its liability. The facts  
22 showing “buy-sellback” to be a fiction, however, speak volumes about VidAngel’s  
23 credibility in defending its service.

24 “Buy-sellback” works like this: Users pay an upfront fee of \$20, purportedly  
25 to “purchase” a physical Disc. *Id.* Ex. P at 181, 198 (“like a ‘security deposit’”).  
26 VidAngel then associates the user with an individual Disc that VidAngel has bar-  
27 coded and stored at its facility (the so-called “vault copy”). *Id.* Ex. EE at Tr. 51:5-  
28 20; 184:22-185:9. The user does not control or possess the vault copy; VidAngel

1 does. *Id.* at 124:21-25. VidAngel claims that, upon request, it will transfer  
 2 possession of the vault copy to the user. *Id.* at 228:21-229:1. To date, however,  
 3 VidAngel has received only [REDACTED] requests from users to receive the physical Disc  
 4 and has returned only [REDACTED] Discs—out of more than [REDACTED] purported “sales”  
 5 thus far in 2016 alone. *Id.* at 229:2-12; 189:21-190:8.<sup>3</sup>

6 Furthermore, VidAngel does not actually stream from the vault copy—the  
 7 copy that VidAngel claims the customer “owns.” *Id.* at 127:6-20. Rather, VidAngel  
 8 circumvents the access controls on a Disc, copies the content and then streams from  
 9 the ripped copy that resides on VidAngel’s leased server. *Id.* at 130:20-131:17.  
 10 VidAngel then encourages the user to “sell back” the Disc at a “buyback” price that  
 11 goes down by \$1 or \$2 for each 24-hour period. *Id.* Ex. G at 93-94 (VidAngel  
 12 promotional clips on YouTube).<sup>4</sup> The net effect is that the user pays \$1 or \$2 a day  
 13 for on-demand access to stream the movie or television show—daily prices which  
 14 VidAngel prominently features in its advertising. *Id.* Ex. G.

15 VidAngel constantly encourages users to treat the service as an online rental  
 16 service, which they can do by simply clicking to “sellback” the movie for credit.  
 17 Among other things, VidAngel provides: (1) an icon in the corner of the viewing  
 18 screen, allowing the user to initiate sellback during the stream; (2) a sellback  
 19 “popup” box at the end of the movie; (3) a link to sellback in the user dashboard;

20 \_\_\_\_\_  
 21 <sup>3</sup> Other inconsistencies expose the fiction that VidAngel is performing the contents  
 22 of a Disc the user “owns.” For example, the [REDACTED] users who actually requested and  
 23 received physical Discs can still stream the same content via VidAngel—proving  
 24 the stream comes from a different copy. *Id.* at 235:6-21. And, users who want to  
 25 watch a television show “purchase” access only to a single episode. *Id.* Ex. H.  
 Discs of Plaintiffs’ television shows contain entire seasons. If a user actually  
 “owned” the Disc, the user could watch the full season.

26 <sup>4</sup> “How VidAngel \$1 Movie Works in 15 Seconds” is available on YouTube at  
 27 <https://www.youtube.com/watch?v=map6EIP41bY> (last visited Aug. 21, 2016).  
 28 “How \$1 Movies Work on VidAngel Sellback” is available at  
<https://www.youtube.com/watch?v=wvcF4x1d0xo> (last visited Aug. 21, 2016).

1 (4) an email reminder about the sellback option after 24 hours; and (5) until this  
2 lawsuit, an “auto-sellback” default setting, whereby users would automatically set  
3 their devices to sellback, and thus be assured the equivalent of a rental transaction.  
4 *Id.* Ex. BB at 336-37.

### 5 3. VidAngel’s Escalating Marketing And Recent Growth

6 VidAngel’s strategy has involved rapidly growing its user base. In July 2015,  
7 VidAngel had fewer than 4,848 users, but ambitious growth plans. Dkt. 11, Ex. A at  
8 3. A November 2015 investor presentation projected that for 2016, VidAngel would  
9 reach [REDACTED] customers and [REDACTED] in revenue; for 2017, [REDACTED]  
10 customers and [REDACTED] in revenue; and for 2018, [REDACTED] customers and  
11 [REDACTED] in revenue—with projected profit margins of [REDACTED]. Ehler  
12 Decl. Ex. Y at 283.

13 To achieve these ends, VidAngel this year embarked on an aggressive  
14 marketing campaign, explicitly contrasting its \$1-a-day (or \$2 for HD) price  
15 (because it foregoes license fees) with the more typical \$4.99 or \$5.99 daily fee  
16 charged by licensed services; VidAngel also boasts of its ability to offer movies not  
17 available on other services. Ehler Decl. Exs. A, B. VidAngel’s users have  
18 responded to VidAngel’s marketing cues:

19 One more thing I love about VidAngel is that I can easily  
20 download NEW movies cheaper than anywhere else! I  
21 probably won’t edit this one for our family, but I’m so  
happy I can still just rent it for \$2 a night!

22 *Id.* Ex. I at 98; *see also id.* at 101 (“We bought Star Wars and sold it back for a total  
23 of \$1 when it was like \$5 to rent on Amazon. So even if you don’t need content  
24 cleaned, it’s a great video service.”).

25 This spring, VidAngel began adding more of Plaintiffs’ works to its service,  
26 with a particular focus on marketing movies as soon as they were released on Disc.  
27 On April 5, 2016, VidAngel offered *Star Wars: The Force Awakens*. *Id.* Ex. J.  
28 April 5 was the same day that *The Force Awakens* was released for purchase on

1 Disc and digital download, but was not yet available to the on-demand streaming  
2 market. Cittadine Decl. ¶ 16. VidAngel also released Disney’s *Zootopia*, Warner  
3 Bros.’s *Batman v. Superman: Dawn of Justice* and *Keanu*, and Fox’s *DeadPool* and  
4 *The Revenant*, among others, within a week of their release on Disc and, for some of  
5 these titles, before they were released on any other on-demand streaming service.  
6 Ehler Decl. Ex. N.

7 By June 2016, when Plaintiffs filed suit, VidAngel had grown to nearly  
8 [REDACTED] monthly transactions across well over [REDACTED] monthly active users. *Id.*  
9 Ex. AA at 315, 317. VidAngel had also streamed over [REDACTED] movies in the  
10 first half of 2016. *Id.* Ex. EE at Tr. 189:21-190:8. VidAngel continues to  
11 aggressively market its service using Plaintiffs’ copyrighted content.

12 **C. VidAngel’s Letters To Plaintiffs And Other Studios, And This**  
13 **Lawsuit**

14 Late last summer, VidAngel’s then-outside counsel, David Quinto, sent letters  
15 to Plaintiffs or their corporate parents, ostensibly expressing interest in purchasing  
16 more Discs directly from each company. Dkt. 11, Ex. A. Mr. Quinto sent the letters  
17 to General Counsels, not to people in business development. He purported to  
18 describe VidAngel’s nascent service, which he said was in “limited beta” testing.  
19 *Id.* at 3. Mr. Quinto said nothing about VidAngel circumventing the access-control  
20 measures on Discs. He said nothing about VidAngel marketing its service for \$1-a-  
21 day on-demand streaming through its “buy-sellback” scheme or offering Plaintiffs’  
22 content before that content was available to authorized licensees.

23 Plaintiffs started investigating their potential legal claims against VidAngel  
24 almost immediately after receiving Mr. Quinto’s letter. Cittadine Decl. ¶ 35.  
25 Starting earlier this year, VidAngel launched a much broader advertising offensive  
26 and started to gain traction in the press and on blogs, and its service started to grow  
27 to significant user numbers. On June 9, 2016, Plaintiffs filed this suit.  
28

1 In response, VidAngel modified certain aspects of its service. Before being  
2 sued, VidAngel allowed users to filter for either the opening or closing credits as the  
3 single required filter, meaning users could stream essentially the entire movie  
4 without filters (users could even set this as the default filter).<sup>5</sup> Ehler Decl. Ex. EE at  
5 Tr. 247:24-248:21. To the chagrin of its users, VidAngel suspended this option in  
6 response to this litigation, although users still must only select one filter to use the  
7 service.<sup>6</sup> *Id.* at 246:10-247:22.

8 **ARGUMENT**

9 Plaintiffs satisfy all the requirements for a preliminary injunction: They  
10 likely will succeed on the merits and suffer irreparable harm absent preliminary  
11 relief; the balance of equities tip in their favor, and an injunction is in the public  
12 interest. *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).

13 **I. PLAINTIFFS ARE LIKELY TO SUCCEED ON THE MERITS OF  
14 THEIR CLAIMS**

15 **A. Plaintiffs Will Succeed On Their DMCA Claim**

16 To prevail on their circumvention claim, Plaintiffs must prove that VidAngel  
17 “circumvent[s] a technological measure that effectively controls access to a work  
18 protected” by copyright. 17 U.S.C. § 1201(a)(1)(A). A violation of the DMCA is  
19 “*independent* of traditional copyright infringement,” and no “nexus” to copyright  
20

21 \_\_\_\_\_  
22 <sup>5</sup> This was a popular option particularly for Disney works. When VidAngel offered  
23 this option, customers watched [REDACTED] of streams of *Up*, [REDACTED] of streams of  
24 *Finding Nemo*, [REDACTED] of streams of *Monsters, Inc.*, [REDACTED] of streams of *Wall-*  
25 *E* and [REDACTED] of streams of *Big Hero 6* essentially unfiltered by selecting only the  
credits filter. Ehler Decl. Ex. CC. For Warner Bros.’s *An Innocent Man*, customers  
viewed [REDACTED] of streams using only this filter. *Id.*

26 <sup>6</sup> Users were upset that they would have to filter actual movie content (rather than  
27 the credits) to cheaply stream movies: “@VidAngel and you took away censoring  
28 the end credits which was an easy choice if I didn’t really want to censor anything.”  
Ehler Decl. Ex. FF; *id.* Ex. K (examples); *see also id.* Ex. O.

1 infringement is required. *See MDY Indus.*, 629 F.3d at 946, 949, 952 (expressly  
2 declining to adopt a “infringement nexus requirement”) (emphasis added).

3 **1. VidAngel Circumvents The Technological Protection**  
4 **Measures That Control Access To Plaintiffs’ Works On Discs**

5 A technological measure effectively controls access to a copyrighted work if,  
6 “in the ordinary course of its operation, [it] requires the application of information,  
7 or a process or a treatment, with the authority of the copyright owner, to gain access  
8 to the work.” 17 U.S.C. § 1201(a). Plaintiffs use CSS, AACS and BD+ to prevent  
9 unauthorized access to their content on Discs. Schumann Decl. ¶¶ 20, 27. All three  
10 qualify as DMCA access controls. *See id.* ¶¶ 20-34; *Realnetworks, Inc. v. DVD*  
11 *Copy Control Ass’n*, 641 F. Supp. 2d 913, 932 (N.D. Cal. 2009) (“CSS . . .  
12 effectively controls access to . . . copyrighted DVD content”); *321 Studios v. Metro*  
13 *Goldwyn Mayer Studios, Inc.*, 307 F. Supp. 2d 1085, 1095 (N.D. Cal. 2004);  
14 *Universal City Studios, Inc. v. Reimerdes*, 111 F. Supp. 2d 294, 317-18 (S.D.N.Y.  
15 2000).

16 VidAngel circumvents these access controls. To circumvent is “to  
17 descramble a scrambled work, to decrypt an encrypted work, or otherwise to avoid,  
18 bypass, remove, deactivate, or impair a technological measure, without the authority  
19 of the copyright owner.” 17 U.S.C. § 1201(a)(3)(A). VidAngel *admits* that it “uses  
20 a commercially available software program to automatically allow read-access for  
21 the purpose of mounting the DVD [and Blu-ray] files for uploading onto a  
22 computer, *in the process removing restrictions on DVD [and Blu-ray] encryption.*”  
23 Dkt. 11 ¶ 50(ii) (emphasis added); *see Ehler Decl. Ex. S* (invoice for AnyDvd HD);  
24 Schumann Decl. ¶¶ 35-39. In short, VidAngel circumvents technological measures  
25 that control access, and is liable under § 1201(a).

1                   **2. VidAngel Has No Defense To Its Violation Of § 1201(a)**

2                   **a. The DMCA Makes No Exception For Businesses That**  
 3                   **Want To Circumvent To Provide Filters**

4                   VidAngel argues that its circumvention is lawful because “the making of a  
 5 decrypted copy [is] the necessary first step in making a lawfully purchased DVD  
 6 capable of being filtered.” *See* Dkt. 11 (Counter-Complaint) ¶¶ 61-62. That is not  
 7 true as a factual matter and is irrelevant as a legal matter. As VidAngel admits,  
 8 other services provide software that allows consumers to apply filters to Discs they  
 9 have purchased. *See id.* ¶ 34 (describing ClearPlay’s DVD-filtering service). What  
 10 VidAngel means is that circumventing is a “necessary first step” for the type of  
 11 business VidAngel wants to run—one that provides unauthorized on-demand access  
 12 to content streamed from copies ripped from Discs. Circumvention makes it easier  
 13 and cheaper for VidAngel to run its business, but that does not make the  
 14 circumvention lawful.

15                   VidAngel’s circumvention does not fit into any enumerated exception to the  
 16 anti-circumvention right or any additional exception promulgated by the Librarian  
 17 of Congress.<sup>7</sup> 17 U.S.C. § 1201(d)-(j). Where, as here, “Congress explicitly  
 18 enumerates certain exceptions to a general prohibition, additional exceptions are not  
 19 to be implied, in the absence of evidence of a contrary legislative intent.” *TRW Inc.*  
 20 *v. Andrews*, 534 U.S. 19, 28 (2001) (quotations omitted).

21  
 22  
 23  
 24  
 25 <sup>7</sup> The DMCA calls for the Librarian of Congress to engage in triennial rulemaking to  
 26 determine if certain noninfringing uses of a copyrighted work are entitled to an  
 27 exception. 17 U.S.C. § 1201(a)(1)(B)-(C). The exceptions the Librarian has  
 28 promulgated are at 37 CFR Part 201.40, and none applies to VidAngel. Indeed, the  
 Librarian has never even been asked to consider such an exception for filtering.

1                                   **b.     The FMA Does Not Authorize Circumvention**

2           VidAngel argues that the FMA shows Congress’s intent to exempt VidAngel  
3 from § 1201(a) liability. The FMA’s text and legislative history show the opposite  
4 is true.

5           The FMA addresses a narrowly specified type of activity (the making  
6 imperceptible of certain audio and video), which, if it falls within the FMA is “not  
7 an infringement[] of copyright.” 17 U.S.C. § 110(11). Section 1201, however,  
8 provides a separate cause of action that is not a claim of infringement. As the Ninth  
9 Circuit explained—in the course of declining to adopt the requirement of a “nexus”  
10 between a DMCA violation and infringement—the DMCA “create[d] a *new*  
11 anticircumvention right in § 1201(a) *distinct from infringement.*” *See MDY Indus.*,  
12 629 F.3d at 950 (emphasis added). “Infringement” is the violation of one of  
13 copyright’s exclusive rights, which are found in § 106. It is not the same as  
14 circumvention. The FMA further states that nothing in that exception to  
15 infringement (§ 110(11)) “shall be construed to imply further rights under section  
16 106 of this title, *or to have any effect on defenses or limitations on rights granted*  
17 *under any other section of this title* or under any other paragraph of this section.” 17  
18 U.S.C. § 110 (final sentence) (emphasis added). Section 1201(a) embodies rights  
19 and defenses relating to circumvention and not infringement. The FMA by its plain  
20 language provides VidAngel no defense.

21           Because “the statutory language is unambiguous and the statutory scheme is  
22 coherent and consistent,” there is no need to examine legislative history. *Hooks v.*  
23 *Kitsap Tenant Support Servs., Inc.*, 816 F.3d 550, 562 (9th Cir. 2016). But the  
24 legislative history *confirms* that the FMA does not excuse circumvention. The  
25 section-by-section analysis by the FMA’s Senate sponsor states that the FMA “does  
26 *not* provide any exemption from the anti-circumvention provisions of section 1201,”  
27 and that it:  
28

1 would not be a defense to a claim of violation of section  
 2 1201 that the circumvention is for the purpose of engaging  
 3 in the conduct covered by this new exemption in section  
 4 110(11) [the FMA], just as it is not a defense under section  
 5 1201 that the circumvention is for the purpose of engaging  
 6 in any other non-infringing conduct.

7 151 Cong. Rec. S502 (daily ed. Jan. 25, 2005); *see id.* (“Any suggestion that support  
 8 for the exercise of viewer choice . . . requires violation of either the copyright in the  
 9 work or of the copy protection schemes that provide protection for such work should  
 10 be rejected.”).<sup>8</sup> The FMA provides VidAngel no defense to its § 1201(a) violations.

11 **c. There Is No Fair Use Exemption To § 1201(a) Liability**

12 The fair use defense under § 107 does not apply to § 1201(a) violations. *See,*  
 13 *e.g., Dish Network, L.L.C. v. Vicxon Corp.*, No. 12-CV-9-L WVG, 2013 WL  
 14 3894905, at \*6 (S.D. Cal. July 26, 2013) (“[P]otential lawful or fair use is not a  
 15 defense to § 1201(a) when its requirements are established.”); *United States v.*  
 16 *Crippen*, No. CR 09-703 PSG, 2010 WL 7198205, at \*2 (C.D. Cal. Nov. 23, 2010)  
 17 (“A reading of § 1201(c) that adds the fair use arrow to a defendant’s § 1201(a)  
 18 quiver contradicts the plain meaning of the statute and must be rejected.”).

19 <sup>8</sup> When Congress first considered the FMA, in 2004, Representative Goodlatte  
 20 expressed concern that it might interfere with copyright owners’ rights under  
 21 § 1201. Hearing on H.R. 4586, Serial No. 94 (June 17, 2004) at 84. He asked about  
 22 including an explicit provision to make clear that the FMA has no effect on § 1201.  
 23 *Id.* In a letter, the Register of Copyrights stated that such an explicit provision was  
 24 unnecessary because “[t]he anticircumvention provisions of section 1201 apply even  
 25 in cases where circumvention is carried out in order to engage in an act that is not an  
 26 act of infringement under the copyright statute.” *Id.* at 89. The Register advised  
 27 against including a specific statement confirming the inapplicability of the FMA to  
 28 § 1201 claims, noting such a provision could create needless confusion regarding  
 the other exemptions from infringement in § 110 (where the FMA is codified) and  
 elsewhere in the Copyright Act: “To include in this new exemption a reference to  
 section 1201 when none of the other exemptions in section 110 or elsewhere in the  
 Copyright Act make such reference will imply that those existing exemptions also  
 apply to liability under the anticircumvention provisions, when it should be clear  
 that they do not.” *Id.*

1            “[T]he decision not to make fair use a defense to a claim under Section  
 2 1201(a) was quite deliberate.” *Reimerdes*, 111 F. Supp. 2d at 322. Congress was  
 3 well aware “that technological controls on access to copyrighted works might erode  
 4 fair uses by preventing access even for uses that would be deemed ‘fair,’” and  
 5 “struck a balance among the competing interests.” *Id.* (citing Commerce Com. Rep.  
 6 25-26). Reading a fair use defense into § 1201(a) would upset that balance and be  
 7 contrary to the statute. *Crippen*, 2010 WL 7198205, at \*5 (§ 1201(a) is a  
 8 “rebalancing of interests that attempts to deal with special problems created by the  
 9 so-called digital revolution”; “[t]hat balancing [is] done by the DMCA, not by  
 10 adding fair use to the circumvention equation”) (citation omitted).

11            **B. Plaintiffs Will Succeed On Their Copyright Infringement Claims**

12            Plaintiffs easily establish prima facie infringement claims because they  
 13 (1) “show ownership” and (2) demonstrate a violation of “at least one exclusive  
 14 right” (sections 1 and 2, *infra*). *A&M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004,  
 15 1013 (9th Cir. 2001). VidAngel’s claimed defenses are meritless (section 3, *infra*).

16            **1. Plaintiffs Own Or Control Valid Copyrights In The Works  
 17 That VidAngel Exploits**

18            Certificates of registration issued by the Copyright Office for the copyrighted  
 19 works identified in the Complaint are included with this filing. Klaus Decl. Exs. A-  
 20 RR. The certificates create a presumption of copyright validity and ownership. 17  
 21 U.S.C. § 410(c); *United Fabrics Int’l, Inc. v. C&J Wear, Inc.*, 630 F.3d 1255, 1257  
 22 (9th Cir. 2011). It is undisputed that VidAngel currently offers all the works listed  
 23 in Exhibit A to the complaint and, unless enjoined, will continue to offer these  
 24 works and other future releases. Ehler Decl. Ex. EE at Tr. 27:19-29:14; 30:3-20;  
 25 31:6-37:4.

26            **2. VidAngel Violates Plaintiffs’ Exclusive Rights To Reproduce  
 27 And Publicly Perform Their Copyrighted Works**

28            VidAngel infringes at least two distinct § 106 rights, each of which is

1 sufficient to render VidAngel liable.

2 **a. VidAngel Violates Plaintiffs’ Exclusive Right To**  
3 **Reproduce Their Works By Making Copies**

4 Plaintiffs have the exclusive right “to reproduce” their works “in copies.” 17  
5 U.S.C. § 106(1). VidAngel admits to making copies of Plaintiffs’ works onto  
6 computer system and third-party servers, thereby violating the reproduction right.  
7 Ehler Decl. Ex. EE at Tr. 58:1-4. This is infringement. *MAI Sys. Corp. v. Peak*  
8 *Computer, Inc.*, 991 F.2d 511, 518 (9th Cir. 1993) (transferring digital work “from a  
9 permanent storage device to a computer’s RAM [or storage]” infringes the  
10 reproduction right); *see UMG Recordings, Inc. v. Escape Media Grp., Inc.*, No. 11  
11 CIV. 8407, 2014 WL 5089743, at \*20 (S.D.N.Y. Sept. 29, 2014) (“uploaded copies”  
12 of works violate reproduction right).

13 **b. VidAngel Violates Plaintiffs’ Exclusive Right To**  
14 **Publicly Perform Their Copyrighted Works**

15 *i. VidAngel Publicly Performs Plaintiffs’ Works*

16 Plaintiffs have the exclusive right “to perform the copyrighted work  
17 publicly.” 17 U.S.C. § 106(4). VidAngel violates that right under the Transmit  
18 Clause. VidAngel “transmits” “performances” “of the work[s].” 17 U.S.C. § 101  
19 (definition of public performance and “to transmit”); *Aereo*, 134 S. Ct. at 2508  
20 (Internet streams trigger the Transmit Clause). And VidAngel streams “to the  
21 public,” i.e., VidAngel’s thousands of users. Under the Transmit Clause, the fact  
22 that VidAngel’s users receive those performances “in separate places” and “at  
23 different times” does not change the fact that VidAngel is performing “to the  
24 public.” 17 U.S.C. § 101; *Aereo*, 134 S. Ct. at 2510.

25 VidAngel’s public performance liability follows from Transmit Clause  
26 precedent. *Columbia Pictures Industries, Inc. v. Redd Horne, Inc.*, 749 F.2d 154 (3d  
27 Cir. 1984), held that a remote video rental service—wherein patrons selected videos  
28 from a store, which transmitted performances from the videos to private in-store

1 booths—violated the public performance right. The court held that the store  
 2 “show[ed] each copy [of a movie] repeatedly to different members of the public,”  
 3 and that the service was “essentially the same as a movie theatre, with the additional  
 4 feature of privacy.” *Id.* at 159.

5 *On Command Video Corporation v. Columbia Pictures Industries*, 777 F.  
 6 Supp. 787 (N.D. Cal. 1991), held that a hotel’s “electronic rental” system—in which  
 7 the hotel rented movies to guests and transmitted performances from the main office  
 8 to individual hotel rooms—infringed the public performance right. The court held  
 9 that the “relationship between the transmitter of the performance, On Command,  
 10 and the audience, hotel guests,” was “a commercial, ‘public’ one regardless of  
 11 where the viewing takes place.” *Id.* at 788.

12 *Warner Bros. Entertainment Inc. v. WTV Systems, Inc.*, 824 F. Supp. 2d 1003  
 13 (C.D. Cal. 2011) (“*Zediva*”), held that the *Zediva* service—which streamed  
 14 performances from DVDs and DVD players purportedly assigned to specific  
 15 users—violated the public performance right. *Id.* at 1006-07, 1010.

16 And *Aereo* held that Internet streaming of content captured from over-the-air  
 17 broadcast signals by thousands of separate antennae—each of which, *Aereo*  
 18 claimed, was assigned separately to individual subscribers—infringed. The Court  
 19 squarely rejected *Aereo*’s claim that its technical design (using an individual  
 20 antenna to make a separate transmission path to each user) made the performances  
 21 private. *Aereo*, 134 S. Ct. at 2508-09 (noting subscribers would not “care much”  
 22 about the service’s technical design).

23 Like its predecessors, VidAngel “transmits” (by streaming) performances “to  
 24 the public” (its users). VidAngel’s liability is clear.

25 *ii. VidAngel’s “Buy-Sellback” Scheme Does Not*  
 26 *Transform VidAngel’s Public Performances Into*  
*Private Ones*

27 VidAngel argues that it makes private, not public, performances because it  
 28 transmits streams of movies that users purportedly “buy” from VidAngel. VidAngel

1 claims support for this argument in dicta from *Aereo*, stating that a different analysis  
2 might apply where users “receive performances in their capacities as owners or  
3 possessors of the underlying works.” *Aereo*, 134 S. Ct. at 2510. This argument  
4 fails.

5 First, the Court’s description of the ownership/possessory relationship that  
6 might be relevant is plainly inapplicable to VidAngel. The Court said that the  
7 difference between a valet returning cars to their owners and a dealership selling  
8 new cars provided a potential analogy to the private/public distinction: “we would  
9 not say that the [valet] provides cars ‘to the public’ . . . [w]e would say that a car  
10 dealership . . . provide[s] cars to the public, for it sells cars to individuals who lack a  
11 pre-existing relationship to the cars.” *Id.* The Court said *Aereo* was more like a car  
12 dealership because it “transmits to large numbers of paying subscribers who lack  
13 any prior relationship to the works.” *Id.* The same is true of VidAngel, whose users  
14 have no “prior relationship” with the works they watch, but instead receive access  
15 by paying VidAngel a fee.

16 Second, as *Aereo* and the other cases discussed above make clear, courts must  
17 look at the reality of what the defendant is doing rather than the stratagem it  
18 employs to characterize its performances as private. The Court rejected *Aereo*’s  
19 claim that associating each user with an antenna made its streams private  
20 performances. The Court explained that this gimmickry did not “render *Aereo*’s  
21 commercial objective any different from that of cable companies,” and did not  
22 “significantly alter the viewing experience.” *Id.* at 2508. It is unfathomable that the  
23 courts in *Redd Horne*, *On Command*, and *Zediva* would have deemed the  
24 performances private if the defendants had said they were “selling” videos to  
25 customers and “buying them back” after each performance.

26 The courts’ focus on substance rather than labels is fatal to VidAngel’s  
27 “private performance” argument. VidAngel streams the same copyrighted works to  
28 multiple users (“the public”) in a manner that is fundamentally the same as other on-

1 demand services. VidAngel’s own internal documents make it clear that  
 2 [REDACTED] Ehler Decl.  
 3 Ex. W at 234 (emphasis added). VidAngel’s labeling the transaction a “sale” does  
 4 not affect the user’s viewing experience. Given that only [REDACTED] users have ever  
 5 requested a copy of the Disc they purportedly “bought”—out of [REDACTED] of  
 6 purported “sales”—it is obvious that VidAngel’s users do not treat the service as  
 7 selling them Discs. *Id.* Ex. EE at Tr. 189:21-190:8, 229:2-12; *see also id.* Ex. I at  
 8 120 (“VidAngel – An Honest Review”<sup>9</sup>). VidAngel’s business model depends on  
 9 consumers treating the “buy-sellback” option just like an on-demand streaming  
 10 rental service, and it encourages this behavior at every turn by repeatedly reminding  
 11 users to “sellback,” sending email reminders, and even offering “auto-sellback.” *Id.*  
 12 at Ex. BB at 336-37. VidAngel’s labeling of the transaction cannot disguise what is  
 13 really taking place.<sup>10</sup>

14 Third, even if VidAngel were right (which it is not) that the Court should look  
 15 at how VidAngel characterizes its service (at least in its legal papers as opposed to  
 16 its marketing materials), that would not help VidAngel. VidAngel streams  
 17 performances to paying subscribers from a master copy stored on a server (not a  
 18 Disc temporarily assigned to the user) in the same way licensed services do—*except*  
 19 VidAngel’s master copy is unauthorized and VidAngel has no license to stream.

20  
 21  
 22 <sup>9</sup> “VidAngel – An Honest Review” is available on YouTube at  
 23 <https://www.youtube.com/watch?v=KG7xgmDHF40> (last visited Aug. 21, 2016).

24 <sup>10</sup> In analogous contexts, courts have recognized “rentals” couched as “sales”  
 25 through a sell-buyback structure as gimmicks and held that it is the substance that  
 26 matters. *A & M Records, Inc. v. A.L.W., Ltd.*, 855 F.2d 368, 370 (7th Cir. 1988)  
 27 (rejecting buyback scheme under Record Rental Amendment of 1984); *Central*  
 28 *Point Software, Inc. v. Global Software & Accessories, Inc.*, 880 F. Supp. 957, 964  
 (E.D.N.Y. 1995) (rejecting buyback scheme under Computer Software Rental  
 Amendments Act of 1990).

1 Schumann Decl. ¶¶ 7, 42. In sum, VidAngel’s attempt to characterize its  
2 performances as private fails.

3 **3. None of VidAngel’s Defenses Excuse Its Infringement**

4 **a. The FMA Does Not Excuse VidAngel’s Infringement**

5 The statutory text and Congress’s clear intent establish that the FMA is  
6 narrow and does not exempt VidAngel’s infringement of Plaintiffs’ rights.

7 First, as a textual matter, the FMA exempts only (1) “the making  
8 imperceptible” and (2) “the creation or provision of a computer program or other  
9 technology that enables such making imperceptible.” 17 U.S.C. § 110(11). Every  
10 other word in the FMA narrows the circumstances in which these two exemptions to  
11 § 106 apply. The savings clause, moreover, clarifies the FMA shall not be  
12 “construed to imply further rights under” § 106. *Id.* § 110 (final sentence).

13 VidAngel argues that a business that offers filtering software has statutory  
14 authorization to publicly perform Plaintiffs’ works because the FMA permits  
15 filtering “during a performance . . . transmitted to that household for private home  
16 viewing.” Dkt. 11 (Counter-Complaint) ¶ 65 (quoting 17 U.S.C. § 110(11)  
17 (omissions in original)). The plain text of the FMA defies this reading. VidAngel’s  
18 reading ignores the requirement that the performance be from an “authorized copy.”  
19 17 U.S.C. § 110(11). If Congress wanted to grant filtering businesses a total  
20 exemption from copyright infringement—a radical notion with no historical  
21 support—it would have said that directly. The fact that the transmission must come  
22 from an “authorized copy” of the copyrighted work makes clear that Congress did  
23 not provide a blanket exemption to the reproduction or public performance right. *Id.*  
24 VidAngel’s answer to this is that it purchases authorized copies of Plaintiffs’ movies  
25 on Discs. But VidAngel does not stream from those Discs (and even if it did, it  
26 would still be publicly performing them without the necessary license, as discussed  
27 above). VidAngel does not stream from an “authorized copy;” it streams from a  
28

1 ripped digital copy that it obtained by violating § 1201(a) and then by violating  
2 Plaintiffs’ reproduction right.<sup>11</sup> Schumann Decl. ¶¶ 35-42.

3 The FMA was “targeted narrowly and specifically” at the act of filtering and  
4 did not impact other rights and obligations under the Copyright Act. The statute  
5 was not intended to be a blanket license for every business that engaged in  
6 filtering.<sup>12</sup>

7 **b. VidAngel’s Affirmative Defense Of Fair Use Does Not**  
8 **Excuse Its Infringement**

9 VidAngel must show it likely will succeed on its defense that copying and  
10 publicly performing Plaintiffs’ works are fair uses. *Perfect 10, Inc. v. Amazon.com,*  
11 *Inc.*, 508 F.3d 1146, 1158 (9th Cir. 2007). VidAngel cannot meet its burden. All  
12 four factors that § 107 directs the Court to consider weigh against VidAngel.

13 \_\_\_\_\_  
14 <sup>11</sup> Even if VidAngel’s reading were correct—which it is not—VidAngel could not  
15 rely on the statute because it [REDACTED]  
16 [REDACTED]. Schumann Decl. Ex. C at 25; Ehler Decl. Ex. EE at Tr.  
17 95:22-96:14. The FMA only applies “if no fixed copy of the altered version of the  
18 motion picture is created by such computer program or other technology.” 17  
19 U.S.C. § 110(11). VidAngel’s documents make clear that it [REDACTED].

20 Schumann Decl. Ex. C at 25. A copy is fixed if it is “sufficiently permanent or  
21 stable to permit it to be perceived, reproduced, or otherwise communicated for a  
22 period of more than transitory duration.” *MAI Sys. Corp.*, 991 F.2d at 518 (citing 17  
23 U.S.C. § 101). VidAngel’s server copy segments are fixed because they are stored  
24 for more than a transitory duration. *Id.* (software loaded to a computer’s RAM is  
25 fixed, even if for the sole purpose of viewing the system and running an error log).

26 <sup>12</sup> Senator Hatch, a sponsor of the bill, explained that the FMA “would not exempt  
27 from liability an otherwise infringing performance, or a transmission of a  
28 performance, during which limited portions of audio or video content of the motion  
picture are made imperceptible” and infringing performances “are not rendered non-  
infringing by section 110(11) by virtue of the fact that limited portions of audio or  
video content of the motion picture being performed are made imperceptible during  
such performance or transmission.” 151 Cong. Rec. S501 (daily ed. Jan. 25, 2005)  
(Sen. Hatch) (emphasis added).

i. *VidAngel's Wholesale Copying And Publicly Performing Plaintiffs' Works Are Commercial And Non-Transformative*

The first factor asks whether VidAngel's use is commercial and transformative. *Leadsinger, Inc. v. BMG Music Publ'g*, 512 F.3d 522, 530 (9th Cir. 2008).

VidAngel's use of Plaintiffs' works obviously is commercial: VidAngel copies and publicly performs Plaintiffs' works to profit in its business. *Harper & Row Publishers, Inc. v. Nation Enters.*, 471 U.S. 539, 562 (1985). VidAngel's commercial use weighs against fair use because VidAngel "stands to profit from exploitation of the copyrighted material without paying the customary price." *Leadsinger*, 512 F.3d at 530 (quotations omitted).

VidAngel's commercial use is not transformative. A transformative use adds "something new, with a further purpose or different character, altering the first [work] with new expression, meaning or message." *Campbell v. Acuff-Rose Music, Inc.*, 510 U.S. 569, 579 (1994). VidAngel's wholesale copying of Plaintiffs' works "in their entirety" to its computer system adds nothing new to those works and is not transformative. *Worldwide Church of God v. Philadelphia Church of God, Inc.*, 227 F.3d 1110, 1117 (9th Cir. 2000).

VidAngel's public performance of those works—in which VidAngel makes the entire copied work available to users and allows them to selectively filter out small portions of Plaintiffs' works—also is not transformative. Removing portions of the works obviously does not add anything new to them. VidAngel instead is "simply rebroadcast[ing] for entertainment purposes [works] that Plaintiffs rightfully own"—which is not transformative. *Elvis Presley Enters., Inc. v. Passport Video*, 349 F.3d 622, 628-29 (9th Cir. 2003), *overruled on other grounds as recognized in Seltzer v. Green Day, Inc.*, 725 F.3d 1170 (9th Cir. 2013); *see Monge v. Maya Magazines, Inc.*, 688 F.3d 1164, 1174 (9th Cir. 2012) ("neither minor cropping nor the inclusion of headlines or captions transformed the

1 copyrighted [photographs]”); *Worldwide Church of God*, 227 F.3d at 1117 (“where  
 2 the use is for the same intrinsic purpose as the copyright holder’s, such use seriously  
 3 weakens a claimed fair use”) (alterations and internal quotation marks omitted); *cf.*  
 4 *Authors Guild. v. Google, Inc.*, 804 F.3d 202, 225 (2d Cir. 2015) (while Google  
 5 Books’ display of “snippets” of text was held to be transformative, court expressly  
 6 stated that “[i]f Plaintiffs’ claim were based on Google’s converting their books into  
 7 a digitized form and making that digitized version accessible to the public, their  
 8 claim would be strong”).

9 The court in *Clean Flicks of Colo. v. LLC v. Soderbergh*, 433 F. Supp. 2d  
 10 1236 (D. Colo. 2006), considered and rejected the same fair use defense that  
 11 VidAngel makes. The defendants there mechanically edited movies to remove  
 12 content and therefore had no FMA defense. The court held that the defendants also  
 13 had no fair use defense. The court emphasized that the defendants (1) added  
 14 nothing to the movies, (2) only removed small amounts of content, and (3) did so for  
 15 commercial gain. *Id.* at 1241. All of those findings apply to VidAngel.

16 *ii. Plaintiffs’ Copyrighted Works Are Highly Creative*

17 Plaintiffs’ works are highly creative, and “the nature of the copyrighted work”  
 18 favors Plaintiffs. *Campbell*, 510 U.S. at 586; *Elvis Presley Enters.*, 349 F.3d at 629  
 19 (motion pictures “are creative in nature and thus fit squarely within the core of  
 20 copyright protection”).

21 *iii. VidAngel Copies The Entirety Of Plaintiffs’ Works*  
 22 *And Publicly Performs Substantially The Entirety*  
*Of Them*

23 VidAngel copies Plaintiffs’ works in their entirety. Ehler Decl. Ex. EE at Tr.  
 24 112:19-113:2. This weighs strongly against fair use. *See Monge*, 688 F.3d at 1180  
 25 (no fair use where defendant copied photographs in their entirety). VidAngel’s  
 26 public performances omit some portions of each work. *See Ehler Decl. Ex. Q*  
 27 (removing “nudity/graphic violence/f-bomb . . . took out 14min” from *Deadpool*).  
 28 But VidAngel always performs the “heart” of the works, and this factor weighs

1 against VidAngel. *See Campbell*, 510 U.S. at 586; *Elvis Presley Enters.*, 349 F.3d  
2 at 630; *L.A. News Serv. v. Tullo*, 973 F.2d 791, 798 (9th Cir. 1992).

3 *iv. VidAngel’s Service Undermines Existing And*  
4 *Potential Markets For Plaintiffs’ Works*

5 The fourth factor considers current market harm and “whether unrestricted  
6 and widespread conduct of the sort engaged in by the defendant . . . would result in a  
7 substantially adverse impact on the potential market’ for the original.” *Campbell*,  
8 510 U.S. at 590 (citations omitted). Where, as here, the defendant uses the works  
9 “for commercial gain, the likelihood of market harm may be presumed.”  
10 *Leadsinger*, 512 F.3d at 531-32 (quotations omitted); *see Campbell*, 510 U.S. at 591  
11 (presumption of market harm “makes common sense” in cases involving “copying  
12 of the original in its entirety for commercial purposes”) (quotation marks and  
13 alterations omitted). To rebut this presumption, VidAngel must “bring forward  
14 favorable evidence about relevant markets.” *Arista Records LLC v. Myxer, Inc.*, No.  
15 CV 08-03935 GAF, 2011 WL 11660773, at \*43 (C.D. Cal. 2011) (quoting *Dr. Seuss*  
16 *Enters., L.P. v. Penguin Books, USA, Inc.*, 109 F.3d 1394, 1403 (9th Cir. 1997)).  
17 This VidAngel cannot do.

18 VidAngel plainly undermines existing and developing markets for Plaintiffs’  
19 works. VidAngel’s own marketing materials and strategy compare it to legitimate  
20 on-demand streaming services such as iTunes, Google Play, Amazon Video, and  
21 Netflix. Ehler Decl. Exs. A, B. Further, as explained by the Senior Vice President,  
22 Digital Distribution at Fox, VidAngel undercuts the market for Plaintiffs’ works in a  
23 number of ways. Cittadine Decl. ¶¶ 16-22; 26-34. For example when VidAngel  
24 released *Star Wars: The Force Awakens* on the same day it was released to Disc and  
25 for digital download, VidAngel was “competing directly with these other exclusive  
26 viewing options and preempting legitimate on-demand streaming services” which  
27 did not yet have rights to stream that title. *Id.* ¶ 16. Likewise, “[b]y offering  
28 consumers on-demand streaming at a lower price—which VidAngel can offer only

1 because it misappropriates Fox’s content—VidAngel threatens the business of all of  
 2 [Fox’s licensees] who have negotiated legal, authorized licenses [with Fox and other  
 3 Plaintiffs] for those rights.” *Id.* ¶ 20. Many VidAngel customers are using the  
 4 service because of its price as compared to authorized services—a differential that  
 5 exists only because VidAngel does not pay for the rights it exploits. Ehler Decl. Ex.  
 6 I (examples).

7 In sum, fair use is not a defense to VidAngel’s blatant infringement.

8 **c. The First Sale Doctrine Does Not Authorize VidAngel’s**  
 9 **Copying or Streaming**

10 VidAngel claims that Plaintiffs’ attempt to enforce their reproduction and  
 11 public performance rights violates the first sale doctrine, *see* 17 U.S.C. § 109(a),<sup>13</sup>  
 12 because VidAngel buys Discs and resells them via its “buy-sellback” model. Dkt.  
 13 11 (Counter-Complaint) ¶¶ 53-59. Even if VidAngel were actually selling Discs  
 14 (which it is not), the argument would be a red herring. The first sale doctrine  
 15 applies only to Plaintiffs’ right of distribution, which is not at issue here. *See Red*  
 16 *Baron-Franklin Park, Inc. v. Taito Corp.*, 883 F.2d 275, 280-81 (4th Cir. 1989)  
 17 (“the first sale doctrine has no application to the rights of the owner of a copyright  
 18 guaranteed by § 106, except the right of distribution”); *Capitol Records, LLC v.*  
 19 *ReDigi Inc.*, 934 F. Supp. 2d 640, 655 (S.D.N.Y. 2013) (“[T]he first sale defense  
 20 does not apply to ReDigi’s infringement of those [reproduction] rights.”); *Peker v.*  
 21 *Masters Collection*, 96 F. Supp. 2d 216,221 (E.D.N.Y. 2000) (“no defense that  
 22 [defendant] used a lawfully acquired object to achieve its unlawful goal of  
 23 copying”).

24  
 25 \_\_\_\_\_  
 26 <sup>13</sup> “Notwithstanding the provisions of section 106(3), the owner of *a particular copy*  
 27 . . . lawfully made under this title, or any person authorized by such owner, is  
 28 entitled, without the authority of the copyright owner, to sell or otherwise dispose of  
 the possession of *that copy* . . . .” 17 U.S.C. § 109(a) (emphasis added).

1 **II. PLAINTIFFS WILL SUFFER IRREPARABLE HARM ABSENT AN**  
 2 **INJUNCTION**

3 A court may find that a copyright owner’s harm is likely “irreparable” for  
 4 many reasons, including that a particular loss is “difficult to replace,” “difficult to  
 5 measure,” or of a kind “that one should not be expected to suffer.” *Salinger v.*  
 6 *Colting*, 607 F.3d 68, 81 (2d Cir. 2010). VidAngel’s illegal conduct puts Plaintiffs  
 7 at risk of suffering imminent, irreparable harms; VidAngel’s “delay” defense does  
 8 not change this fact.

9 **A. VidAngel’s Unauthorized Service Causes Immediate And**  
 10 **Irreparable Harms**

11 First, VidAngel interferes with Plaintiffs’ basic right to control how, when  
 12 and through which channels consumers can view their copyrighted works. “As the  
 13 copyright holders, Plaintiffs have the exclusive right to decide when, where, to  
 14 whom, and for how much they will authorize transmission of their Copyrighted  
 15 Works to the public.” *Zediva*, 824 F. Supp. 2d at 1012 (citation omitted). Where  
 16 defendants operate an “infringing service without the normal licensing restrictions  
 17 imposed by Plaintiffs, [it] interfere[s] with Plaintiffs’ ability to control the use and  
 18 transmission of their Copyrighted works, thereby, causing irreparable injury.” *Id.* at  
 19 1012 (citation omitted). Plaintiffs’ exclusive rights under copyright are critical to  
 20 providing Plaintiffs the opportunity to earn a return on their substantial  
 21 investments—often tens of millions of dollars for a major motion picture—in  
 22 creating content. Cittadine Decl. ¶¶ 7-8. This harm is ongoing and worsening as  
 23 VidAngel continues to add Plaintiffs’ works and grow its user base. *Id.* ¶ 34.

24 Plaintiffs exercise their rights through agreements with authorized  
 25 distributors. Some licenses grant the licensee an exclusive time window for  
 26 performing a title. *Id.* ¶ 15. The price for such a license is based, in part, on the  
 27 promise and scope of exclusivity. *Id.* VidAngel operates without any license and  
 28 performs Plaintiffs’ works during negotiated exclusivity periods. As of this filing,

1 VidAngel offers (at least) two of Plaintiffs’ works—*The Martian* and *Brooklyn*—  
2 during periods these works are exclusive to an authorized licensee, HBO. *Id.* ¶ 30.  
3 As noted, VidAngel offered *Star Wars: The Force Awakens* when no service had  
4 rights to distribute it for on-demand streaming. *Id.* ¶ 16; Ehler Decl. Ex. J.  
5 VidAngel flaunts its interference with exclusive windows as a competitive  
6 advantage over authorized services by expressly promoting titles that are available  
7 on VidAngel but “NOT on Netflix.” Ehler Decl. Ex. A at 13-15, 23-38. VidAngel  
8 thus interferes with Plaintiffs’ exercise of their exclusive rights and frustrates  
9 Plaintiffs’ ability to negotiate for similar rights in the future. Cittadine Decl. ¶¶ 17,  
10 36.

11       Second, VidAngel threatens harm to Plaintiffs’ relationships and goodwill  
12 with authorized distributors by undermining their ability to provide licensed  
13 offerings. *See Ticketmaster L.L.C. v. RMG Techs., Inc.*, 507 F. Supp. 2d 1096, 1115  
14 (C.D. Cal. 2007) (irreparable harm includes “damage to goodwill”). VidAngel  
15 poses a threat to the businesses of Plaintiffs’ legitimate licensees and, in turn, to  
16 Plaintiffs’ relationships with them and the goodwill Plaintiffs have worked to create.  
17 Cittadine Decl. ¶¶ 18-22. VidAngel’s users often compare the service to Plaintiffs’  
18 licensees, commenting that they prefer VidAngel because it provides inexpensive  
19 access to Plaintiffs’ copyrighted works. *See Ehler Decl. Ex. I* (examples).  
20 Licensees complain to Plaintiffs that their business suffers from competition with  
21 unlicensed services that offer low-cost or free content because they do not obtain  
22 licenses. Cittadine Decl. ¶ 19. VidAngel’s unrestrained conduct thus threatens the  
23 legitimate online distribution market. *Id.* ¶¶ 19, 22; *see WPIX, Inc. v. ivi, Inc.*, 691  
24 F.3d 275, 286 (2d Cir. 2012) (holding that unrestrained unauthorized Internet  
25 retransmissions of broadcast programming “would encourage” other services to  
26 follow suit, diminish plaintiffs’ negotiating position, adversely affect “quantity and  
27 quality of efforts put into creating” new works, and “drastically change the industry,  
28 to plaintiffs’ detriment”).

1 Third, VidAngel threatens harm to Plaintiffs’ ability to secure and protect  
2 their content in the online environment. Online distribution carries with it a  
3 heightened risk of piracy because the Internet facilitates the ability to exploit  
4 copyrighted content on a mass scale. Cittadine Decl. ¶ 24. Plaintiffs require  
5 licensees to employ specified security measures to prevent piracy. *Id.* ¶ 25. Because  
6 VidAngel streams Plaintiffs’ works without negotiating a license, Plaintiffs are  
7 deprived of their right to impose those terms on VidAngel. *Id.* VidAngel  
8 jeopardizes Plaintiffs’ content and harms Plaintiffs’ relationships with licensees who  
9 are required to abide by security requirements to which VidAngel is not bound. *Id.*

10 Fourth, VidAngel threatens harm to the overall development of the on-  
11 demand streaming market by the provision of inferior user-viewing experiences.  
12 *See Zediva*, 842 F. Supp. 2d at 1014 (*Zediva* “threatens the development of a  
13 successful and lawful video on demand market by offering a sub-optimal customer  
14 experience and, thus, tarnishing customers’ perception of video on demand as an  
15 attractive option for viewing Plaintiffs’ Copyrighted Works.”). Plaintiffs require  
16 their licensees to have quality controls, which maintain predictable standards and  
17 allow customers to view Plaintiffs’ movies under consistently positive conditions.  
18 Cittadine Decl. ¶ 27. VidAngel threatens these efforts and provides an inferior user-  
19 viewing experience that tarnishes Plaintiffs’ brands because it is not bound to  
20 comply with Plaintiffs’ quality controls. *Id.* This possibility is not merely  
21 theoretical: VidAngel’s social media pages contain customer complaints about the  
22 service’s poor streaming quality. Ehler Decl. L (attaching numerous examples).

23 VidAngel also threatens the lawful market by confusing consumers that  
24 VidAngel is engaged in lawful conduct. *See Zediva*, 824 F. Supp. 2d at 1013  
25 (finding that the *Zediva* service threatened “to create incorrect but lasting  
26 impressions with consumers about what constitute[d] lawful video on demand  
27 exploitation” of copyrighted works). VidAngel publicly justifies its unlicensed  
28

1 activities as “legal” under the FMA. Ehler Decl. Ex. M. But VidAngel’s service is  
2 not legal, and it creates incorrect expectations about the value of Plaintiffs’ content.

3 **B. Plaintiffs’ Motion Is Timely, And VidAngel’s Assertions of**  
4 **“Delay” Do Not Negate Irreparable Harm**

5 VidAngel has asserted that Plaintiffs face no irreparable harm because they  
6 did not sue as soon as they learned of VidAngel when they received Mr. Quinto’s  
7 letters in July 2015. Plaintiffs are not required to act immediately to sue, or to seek  
8 to enjoin, every potential infringer. *See Petrella*, 134 S. Ct. at 1976 (“Even if an  
9 infringement is harmful, the harm may be too small to justify the cost of  
10 litigation.”). A rule that required a copyright holder to pursue every possible  
11 threat—no matter how nascent—would generate a rash of litigation and motion  
12 practice, which would not serve the Courts, the parties, or the public interest. *See*  
13 *Lotus Dev. Corp. v. Paperback Software Int’l*, 740 F. Supp. 37, 82 (D. Mass. 1990)  
14 (“Prudent business judgment, Rule 11, and basic common sense required [the  
15 plaintiff] first to ascertain that the threat to its intellectual property interest was  
16 serious, and that its legal position was sound, before filing suit.”) (internal  
17 quotations omitted). Courts are “loath to withhold relief” solely on the ground that a  
18 party delayed seeking an injunction. *Arc of Cal. v. Douglas*, 757 F.3d 975, 990 (9th  
19 Cir. 2014) (citing *Lydo Enters., Inc. v. City of Las Vegas*, 745 F.2d 1211, 1214 (9th  
20 Cir. 1984)).

21 Plaintiffs filed this suit when VidAngel’s conduct was sufficiently egregious  
22 to require litigation and when it was apparent VidAngel would continue operating.  
23 *See Arc of Cal.*, 757 F.3d at 991 (“The significance of such a prudent delay in  
24 determining irreparable harm may become so small as to disappear.”). To require  
25 Plaintiffs to “sue soon, or forever hold [their] peace” would force Plaintiffs to mount  
26 a federal case to stop services that might never get off the ground—which is often  
27 the case. *Petrella*, 134 S. Ct. at 1976 (describing “seemingly innocuous  
28 infringements”). Plaintiffs filed suit after they had conducted their investigation and

1 analysis, and when it was clear that litigation was necessary to stop VidAngel's  
2 illegal conduct.

3 Moreover, each new title that VidAngel offers gives rise to a new  
4 infringement claim and inflicts new immediate, irreparable harm.<sup>14</sup> *Id.* at 1969  
5 (“[e]ach wrong gives rise to a discrete ‘claim’ that ‘accrue[s]’ at the time the wrong  
6 occurs”). VidAngel has added more and more of Plaintiffs’ titles in recent months  
7 and promises to continue to do so, especially with Plaintiffs’ most popular releases.  
8 Ehler Decl. Exs. N (examples of titles recently added); EE at Tr. 32:9-37:4, R  
9 (VidAngel offers new movies that reach more than [REDACTED] in domestic sales).

10 The harm that VidAngel causes is not over and done with, but continuing and  
11 growing. The time a party takes initially in seeking judicial protection “is not  
12 particularly probative in the context of ongoing, worsening injuries.” *Arc of Cal.*,  
13 757 F.3d at 990-91 (citations omitted). VidAngel’s growth, increased marketing  
14 and more brazen conduct have increased the immediacy and magnitude of the harm  
15 to Plaintiffs, further justifying injunctive relief. *See id.*

### 16 **III. THE BALANCE OF HARDSHIPS TIPS DECISIVELY FOR** 17 **PLAINTIFFS**

18 The threat of harm to Plaintiffs, as demonstrated above, is substantial. In  
19 contrast, VidAngel “cannot complain of the harm that will befall it when properly  
20 forced to desist from its infringing activities.” *Triad Sys. Corp. v. Se. Express Co.*,  
21 64 F.3d 1330, 1338 (9th Cir. 1995), *superseded on other grounds by* 17 U.S.C.  
22 § 117(c); *see Cadence Design Sys., Inc. v. Avant! Corp.*, 125 F.3d 824, 830 (9th Cir.  
23 1997) (“Where the only hardship that the defendant will suffer is lost profits from an  
24 \_\_\_\_\_

25 <sup>14</sup> For example, on July 20, 2016, VidAngel made *Batman v. Superman: Dawn of*  
26 *Justice (Ultimate Edition)* available, when that title was not yet available to  
27 legitimate on-demand streaming services. *See Ehler Decl. Ex. N* at 155. On August  
28 4, VidAngel offered *Keanu*, when that title was not yet available to legitimate on-  
demand services. *See id.* at 157.

1 activity which has been shown likely to be infringing, such an argument in defense  
2 merits little equitable consideration”) (quotations and citations omitted); *Apple Inc.*  
3 *v. Psystar Corp.*, 673 F. Supp. 2d 943, 950 (N.D. Cal. 2009) (“Since [small start-up  
4 defendant] does not (and cannot) claim any *legitimate* hardships as a result of being  
5 enjoined from committing unlawful activities, and Apple would suffer irreparable  
6 and immeasurable harms if an injunction were not issued, this factor weighs  
7 strongly in favor of Apple’s motion.”).

8 VidAngel does not suffer a legitimate hardship if it is enjoined because the  
9 very core of its business involves circumvention and infringement. The fact that  
10 VidAngel’s litigation counsel sent letters to a number of general counsel makes  
11 clear that VidAngel knew from the outset it was on thin ice. Nonetheless, VidAngel  
12 proceeded at its peril.

#### 13 **IV. A PRELIMINARY INJUNCTION IS IN THE PUBLIC INTEREST**

14 Upholding copyright protection is in the public interest. *See Eldred v.*  
15 *Ashcroft*, 537 U.S. 186, 212 n.18 (2002) (“[t]he economic philosophy behind the  
16 [Copyright] [C]lause . . . is the conviction that encouragement of individual effort by  
17 personal gain is the best way to advance public welfare through the talents of  
18 authors and inventors”) (citation omitted); *Kelly v. Primco Mgmt., Inc.*, No. CV-14-  
19 07263 BRO, 2015 WL 10990368 at \*16 (C.D. Cal. Jan. 12, 2015) (“[I]t is virtually  
20 axiomatic that the public interest can only be served by upholding copyright  
21 protections . . . .”); *Realnetworks, Inc.*, 641 F. Supp. 2d at 943 (“By making it a  
22 DMCA violation to distribute products that enable consumers to override copyright  
23 owner preferences against unauthorized copying, Congress determined that the  
24 public interest is best served by outlawing such products.”).

25 VidAngel’s circumvention violations and infringements undermine  
26 Congress’s purposes in the DMCA and Copyright Act. Congress believed that  
27 content owners must have exclusive rights, as set forth in § 106, and also the ability  
28 to safeguard access to their works, in order to be able to earn returns on their (often

1 substantial) investments. VidAngel’s violation of Plaintiffs’ rights flouts Congress’s  
2 goals and harms Plaintiffs. An injunction serves the public interest in upholding the  
3 law.

4 **V. MINIMAL SECURITY SHOULD BE REQUIRED**

5 The required security need not be substantial. *See Zediva*, 824 F. Supp. 2d at  
6 1015 (requiring \$50,000 bond). Any hardship VidAngel faces results from its  
7 voluntary decision to build a business around violating Plaintiffs’ rights. Plaintiffs  
8 respectfully submit that security in the amount of \$50,000 is appropriate.

9 **CONCLUSION**

10 The Court should grant Plaintiffs’ motion for a preliminary injunction.

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: August 22, 2016

MUNGER, TOLLES & OLSON LLP

By:           /s/ Kelly M. Klaus            
KELLY M. KLAUS  
Attorneys for Plaintiffs



1 GLENN D. POMERANTZ (SBN 112503)  
*Glenn.Pomerantz@mto.com*  
2 KELLY M. KLAUS (SBN 161091)  
*Kelly.Klaus@mto.com*  
3 ROSE LEDA EHLER (SBN 296523)  
*Rose.Ehler@mto.com*  
4 ALLYSON BENNETT (SBN 302090)  
*Allyson.Bennett@mto.com*  
5 MUNGER, TOLLES & OLSON LLP  
355 South Grand Avenue, Thirty-Fifth Floor  
6 Los Angeles, CA 90071-1560  
Tel: (213) 683-9100  
7 Fax: (213) 687-3702

8 Attorneys for Plaintiffs

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 WESTERN DIVISION

13 DISNEY ENTERPRISES, INC.;  
14 LUCASFILM LTD. LLC; TWENTIETH  
CENTURY FOX FILM  
CORPORATION; and WARNER  
15 BROS. ENTERTAINMENT INC.,

16 Plaintiffs,

17 vs.

18 VIDANGEL, INC.,

19 Defendant.

**CASE NO.**  
**COMPLAINT FOR COPYRIGHT**  
**INFRINGEMENT AND**  
**VIOLATION OF DIGITAL**  
**MILLENNIUM COPYRIGHT ACT**

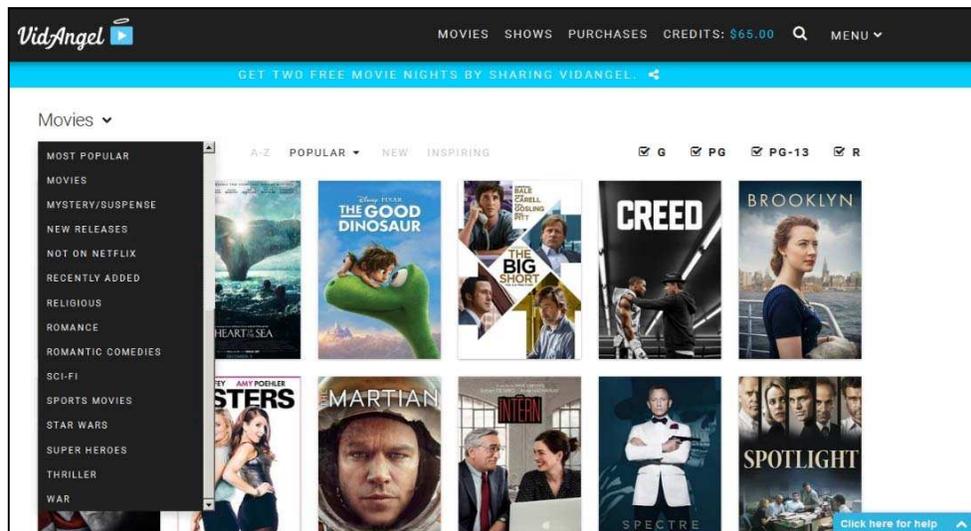
**DEMAND FOR JURY TRIAL**

1 Plaintiffs Disney Enterprises, Inc. (“Disney”), Lucasfilm Ltd. LLC  
2 (“Lucasfilm”), Twentieth Century Fox Film Corporation (“Fox”), and Warner Bros.  
3 Entertainment Inc. (“Warner Bros.”) (“Plaintiffs”), through their undersigned  
4 counsel, hereby bring this Complaint against VidAngel, Inc. (“Defendant” or  
5 “VidAngel”) for infringing Plaintiffs’ exclusive rights under the Copyright Act (17  
6 U.S.C. § 101 *et seq.*) and for violating the Digital Millennium Copyright Act  
7 (§ 1201 *et seq.*) (“DMCA”). This Court has subject matter jurisdiction pursuant to  
8 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. §§ 501(b), 1203(a). Plaintiffs allege, on  
9 personal knowledge as to themselves and information and belief as to others, as  
10 follows:

### 11 INTRODUCTION

12 1. VidAngel operates a video-on-demand (“VOD”) service that streams  
13 popular movies and television shows. VidAngel charges users for watching that  
14 content but has no authorization and pays nothing for the rights it exploits. At its  
15 core, VidAngel is no different from many other unlawful online services. Plaintiffs  
16 bring this action to stop VidAngel’s infringement of their rights.

17 2. VidAngel’s VOD service looks and feels very similar to licensed  
18 services such as Netflix, Hulu, and iTunes. Users can search for copyrighted motion  
19 picture content by popularity, genre or categories (e.g., “New Releases”):



1 And, like these other services, VidAngel streams movies via computer, mobile  
2 device (e.g., a smartphone, iPad, or tablet), or internet-connected television (e.g.,  
3 through Apple TV, Chromecast or Roku).

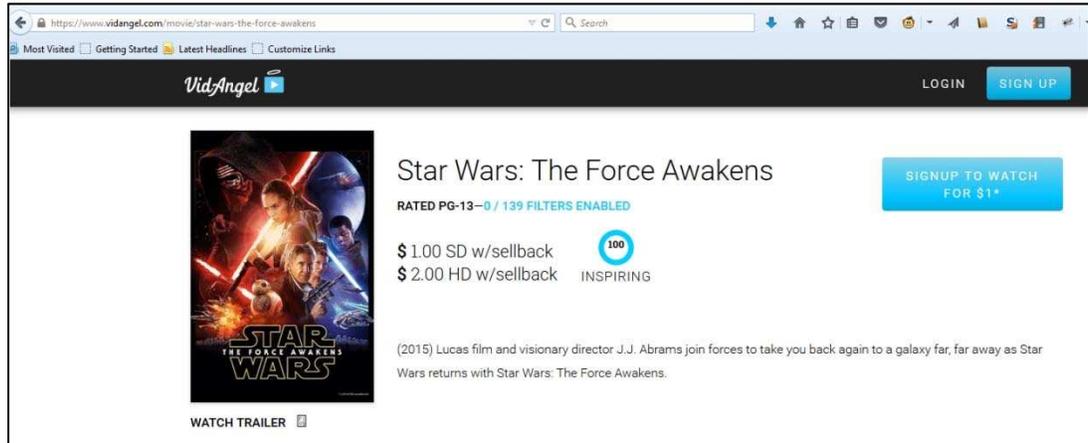
4 3. But there is a fundamental difference between VidAngel and licensed  
5 VOD services: VidAngel does not have permission to copy Plaintiffs' movies and  
6 television shows or to stream them to VidAngel's users. Instead, VidAngel appears  
7 to circumvent the technological protection measures on DVDs and Blu-ray discs to  
8 create unauthorized copies and then uses those copies to stream Plaintiffs' works to  
9 the public without authorization.

10 4. By running this service without a license, VidAngel blatantly violates  
11 the Copyright Act and confers on itself unfair and unlawful advantages vis-à-vis  
12 licensed services in the VOD marketplace. First, by cutting out payments to  
13 copyright owners, VidAngel is able to offer prices that undercut licensed services  
14 and charge only \$1 for daily access to movies in standard definition format.  
15 VidAngel emphatically touts its below-market pricing:



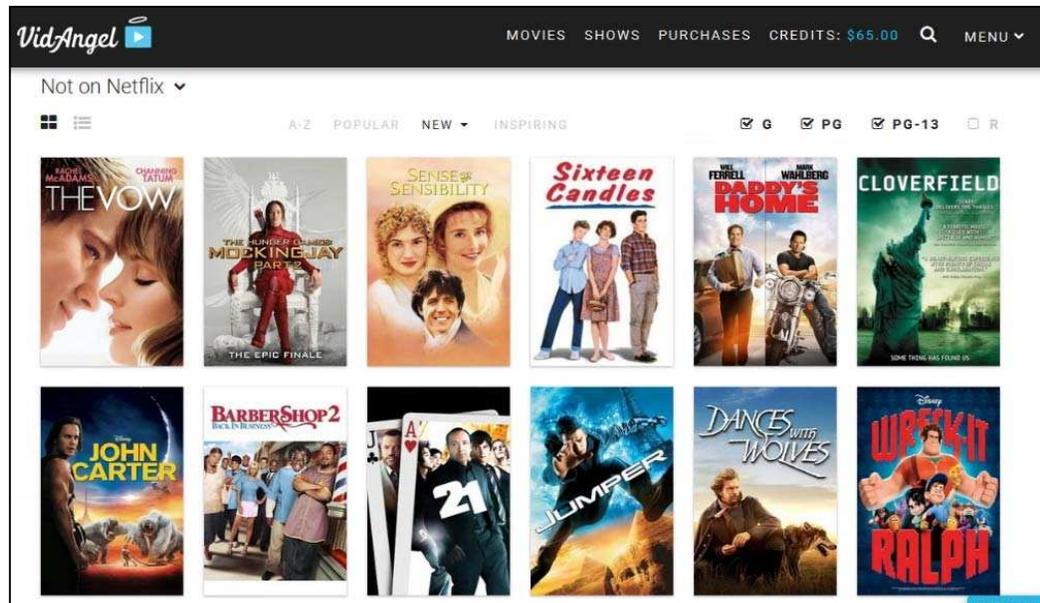
5. Second, because VidAngel absolves itself of having to abide by  
contractual restrictions, VidAngel offers content that is not available on licensed  
VOD services. For example, VidAngel makes many newly released titles available

1 for streaming well before they are available via licensed VOD services. Recently,  
2 VidAngel exploited this competitive advantage to offer *Star Wars: The Force*  
3 *Awakens* for \$1 a day at a time when lawful VOD services did not yet have the right  
4 to offer that work for single-day access at all:



12

13 VidAngel also flaunts this unfair competitive advantage by expressly promoting a  
14 selection of titles that are available on VidAngel but “Not Available on Netflix”:



25

26 6. VidAngel publicly defends its unlicensed activities with legally and  
27 factually false claims. For example, VidAngel insists that it has the right to bypass  
28 copyright owner consent because VidAngel says it is “selling,” not renting, movies



1 Copyrighted Works, along with their registration numbers, that VidAngel has  
2 infringed and continues to infringe.

3 10. Plaintiff Lucasfilm Ltd. LLC is a limited liability corporation duly  
4 incorporated under the laws of the State of California with its principal place of  
5 business in San Francisco, California. Lucasfilm owns and controls the copyrights  
6 and exclusive rights in the content that it or its affiliates produce or distribute  
7 (“Lucasfilm’s Copyrighted Works”).

8 11. Lucasfilm has obtained Certificates of Copyright Registration for the  
9 Copyrighted Works. Exhibit A includes several of Lucasfilm’s Copyrighted Works,  
10 along with their registration numbers, that VidAngel has infringed and continues to  
11 infringe.

12 12. Plaintiff Twentieth Century Fox Film Corporation is a corporation duly  
13 incorporated under the laws of the State of Delaware with its principal place of  
14 business in Los Angeles, California. Fox owns and controls the copyrights and  
15 exclusive rights in the content that it or its affiliates produce or distribute (“Fox’s  
16 Copyrighted Works”).

17 13. Fox has obtained Certificates of Copyright Registration for the  
18 Copyrighted Works. Exhibit A includes several of Fox’s Copyrighted Works, along  
19 with their registration numbers, that VidAngel has infringed and continues to  
20 infringe.

21 14. Plaintiff Warner Bros. Entertainment Inc. is a corporation duly  
22 incorporated under the laws of the State of Delaware with its principal place of  
23 business in Burbank, California. Warner Bros. owns and controls the copyrights and  
24 exclusive rights in the content that it or its affiliates produce or distribute (“Warner  
25 Bros.’ Copyrighted Works”).

26 15. Warner Bros. has obtained Certificates of Copyright Registration for the  
27 Copyrighted Works. Exhibit A includes several of Warner Bros.’ Copyrighted  
28

1 Works, along with their registration numbers, that VidAngel has infringed and  
2 continues to infringe.

3 16. Defendant VidAngel, Inc. is a Delaware corporation with its principal  
4 place of business at 249 N. University Ave. Provo, Utah 84601. VidAngel also has  
5 offices in California.

## 6 JURISDICTION AND VENUE

7 17. This Court has subject matter jurisdiction over this Complaint pursuant  
8 to 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. §§ 501(b), 1203(a).

9 18. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)  
10 1400(a).

## 11 BACKGROUND FACTS

### 12 **Plaintiffs and Their Copyrighted Works**

13 19. Plaintiffs or their affiliates produce or distribute some of the most  
14 popular and critically acclaimed motion pictures and television shows in the world.

15 20. For Disney, this copyrighted content includes motion pictures produced  
16 by Walt Disney Pictures, Pixar and Marvel Studios, LLC. Disney or its affiliates  
17 own and distribute television programming developed by or for ABC as well as other  
18 networks, including, the Disney Channels, Free Form, and ESPN.

19 21. For Lucasfilm, this copyrighted content includes the motion pictures and  
20 television programming it has produced.

21 22. For Fox, this copyrighted content includes motion pictures produced by  
22 Twentieth Century Fox and Fox 2000, Fox Searchlight Pictures, and Twentieth  
23 Century Fox Animation. Fox or its affiliates own and distribute television  
24 programming developed by Twentieth Century Fox Television and Fox21 Television  
25 Studios for broadcast networks including FOX, FX, ABC, CBS, NBC and TBS, as  
26 well as for cable networks, including, FX, Showtime, and A&E.

27 23. For Warner Bros., this copyrighted content includes motion pictures  
28 produced by Warner Bros. Entertainment Inc. and its predecessors, its production

1 partners, and its affiliates. Warner Bros. or its affiliates produce or distribute  
2 television programming developed by, among others, Warner Bros. Television, for  
3 broadcast networks including ABC, CBS, NBC, and The CW, as well as for cable  
4 networks and VOD providers such as Netflix.

5 24. Plaintiffs have produced and distribute some of the most popular  
6 copyrighted works today and historically.

- 7 a. Some of Disney's well-known feature-length motion pictures include  
8 *Inside Out* (2015), *Big Hero 6* (2014), *Frozen* (2013), *Toy Story 3* (2010),  
9 *Up* (2009), *WALL-E* (2008), *Finding Nemo* (2003), *Monsters, Inc.* (2001),  
10 *The Lion King* (1994), *Aladdin* (1992) and *Beauty and the Beast* (1991).
- 11 b. Some of Lucasfilm's well-known feature-length motion pictures include  
12 *Star Wars: The Force Awakens* (2015), *Indiana Jones and the Kingdom of*  
13 *the Crystal Skull* (2008), *Star Wars: Episode III – Revenge of the Sith*  
14 (2005), *Star Wars: Episode II – Attack of the Clones* (2002), *Star Wars:*  
15 *Episode I – The Phantom Menace* (1999) and *Indiana Jones and the Last*  
16 *Crusade* (1989).
- 17 c. Some of Fox's well-known feature-length motion pictures include *The*  
18 *Martian* (2015), *The Revenant* (2015), *The Peanuts Movie* (2015), *Life of*  
19 *Pi* (2013), *Avatar* (2009), *Mrs. Doubtfire* (2003), *Ice Age* (2002),  
20 *Independence Day* (2000) and *Home Alone* (1990).
- 21 d. Some of Warner Bros.' well-known feature-length motion pictures  
22 include *San Andreas* (2015), *The Intern* (2015), *Gravity* (2013), *Man of*  
23 *Steel* (2013), *ARGO* (2012), *The Dark Knight* (2008), *Harry Potter and*  
24 *the Sorcerer's Stone* (2001) and *The Iron Giant* (1999).

25 VidAngel currently offers each of these movies, as well as television shows and  
26 numerous other of Plaintiffs' Copyrighted Works, for VOD streaming.

27  
28

1           25. Plaintiffs have invested (and continue to invest) substantial resources  
2 and effort each year to develop, produce, distribute and publicly perform their  
3 Copyrighted Works.

4           26. Plaintiffs own and have the exclusive U.S. rights (among others) to  
5 reproduce and publicly perform their Copyrighted Works, including by means of  
6 streaming those works over the internet to the public.

7           27. Plaintiffs distribute and publicly perform their Copyrighted Works in  
8 various formats and through multiple distribution channels, including: for exhibition  
9 in theaters; through television broadcasts; through cable and direct-to-home satellite  
10 services (including basic, premium, “pay-per-view” and VOD services); and through  
11 authorized, licensed internet VOD services such as Netflix, Hulu, iTunes, Google  
12 Play, Amazon Video and VUDU. Plaintiffs also distribute their works to the home  
13 viewing market, including on DVDs and Blu-ray discs.

14           28. Disney also owns and operates Disney Movies Anywhere, Disney’s  
15 platform that enables consumers to access Disney, Marvel, Pixar and Lucasfilm titles  
16 across digital video platforms and devices using their accounts with participating  
17 licensed internet video services.

18           29. Plaintiffs have not provided authorization, permission or consent to  
19 VidAngel to copy or publicly perform the Copyrighted Works, or to exercise any  
20 other rights affecting their copyrights with respect to the Copyrighted Works.

21       **VidAngel’s Unlawful Service**

22           30. VidAngel operates a VOD streaming service located online at  
23 <http://www.vidangel.com> and available through a mobile application, which users  
24 can download and use on their internet-connected smartphones, tablets and  
25 televisions. In addition to streaming movies and television shows, VidAngel offers  
26 users who want to skip or mute content within certain categories the ability to select  
27 filter settings that will make such content imperceptible during playback. VidAngel  
28 users must select at least one category to filter. As discussed below, however, the

1 single category can include the opening or closing credits, thus allowing VidAngel to  
2 stream essentially the entire movie unfiltered.

3 31. VidAngel accomplishes the very core of its service—copying and  
4 streaming copyrighted motion picture content—by violating copyright law and  
5 Plaintiffs’ rights. VidAngel obtains the Copyrighted Works it streams by apparently  
6 circumventing technological protection measures designed to prevent unauthorized  
7 access to and copying of the copyrighted content on DVDs and Blu-ray discs.  
8 VidAngel then copies that protected content and streams the Copyrighted Works  
9 from those unauthorized copies, by internet transmissions, to members of the public.  
10 VidAngel’s justifications for its blatant infringing conduct are without merit.

11 **VidAngel Circumvents Technological Protection Measures to Access and**  
12 **Copy Plaintiffs’ Copyrighted Works**

13 32. DVDs and Blu-ray discs are optical discs that contain recorded material  
14 in digital form. Each type of disc includes technological protection measures (or  
15 “TPMs”) that protect against unauthorized access to and copying of the copyrighted  
16 content that is encrypted on those discs. The TPMs that protect Plaintiffs’ content on  
17 DVDs and Blu-ray discs include the Content Scramble System (for DVDs) and the  
18 Advanced Access Content System and/or BD+ (for Blu-ray discs).

19 33. The TPMs protect audiovisual content on DVDs and Blu-ray discs  
20 through the use of encryption and keys embedded in the content recorded on the  
21 physical discs. Licensing organizations control access to the TPM technologies, so  
22 as to secure authorized playback of content on DVDs or Blu-ray discs and so as not  
23 to permit unauthorized access to or copying of copyrighted content. These licensing  
24 and technology systems allow copyright owners to distribute their content on DVDs  
25 or Blu-ray discs, while limiting unauthorized copying or redistribution of that  
26 content. The TPMs effectively control access to copyrighted content on DVDs and  
27 Blu-ray discs, respectively.

28

1 34. VidAngel circumvents the TPMs on DVD and Blu-ray discs to access  
2 Plaintiffs' Copyrighted Works for the purpose of copying those works and has no  
3 authorization to do so. VidAngel's circumvention of the TPMs violates Section 1201  
4 of the DMCA.

5 **VidAngel's Unauthorized Copying and Streaming to the Public of Plaintiffs'**  
6 **Copyrighted Content**

7 35. After circumventing the TPMs, VidAngel makes unauthorized digital  
8 copies of the works on the underlying DVD and Blu-ray discs and uses the  
9 unauthorized copies to transmit performances of Plaintiffs' Copyrighted Works to  
10 members of the public.

11 36. VidAngel markets itself as transmitting performances of copyrighted  
12 works, through VOD streaming, to members of the public:



21 37. VidAngel's unauthorized copying and streaming of the Copyrighted  
22 Works violates Plaintiffs' exclusive rights to reproduce and publicly perform the  
23 Copyrighted Works under 17 U.S.C. §§ 106(1), (4).

24 **VidAngel's Efforts to Characterize Its Service as Legitimate Fail**

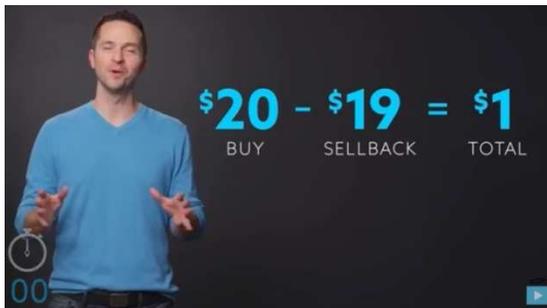
25 38. VidAngel offers two fictions to justify its unlicensed VOD service.  
26 Both are meritless.

27  
28

1 (a) VidAngel's "Sale" Fiction Does Not Justify its Illegal VOD  
 2 Service

3 39. VidAngel claims its service is legal because it is selling, not renting,  
 4 content to its users. Indeed, VidAngel publicly admits that it would be illegal for it  
 5 to offer a VOD "rental" service without authorization from copyright owners.<sup>1</sup> But  
 6 VidAngel is wrong that the sale/rental distinction makes a difference. In either case,  
 7 VidAngel would need to obtain copyright owner authorization to decrypt  
 8 copyrighted content on protected discs, to copy that content, and to stream that  
 9 content to the public.

10 40. VidAngel nevertheless perpetrates the fiction that it is "selling" discs to  
 11 its users in the first place. VidAngel itself explains the "buy and sellback"  
 12 transaction in terms that highlight the fact it is charging users as little as a dollar a  
 13 day for temporary VOD access to popular movies and television shows. The  
 14 following screenshot and language from a "how-to" use VidAngel video posted right  
 15 on the service's homepage show that the purported "sale" is a gimmick:



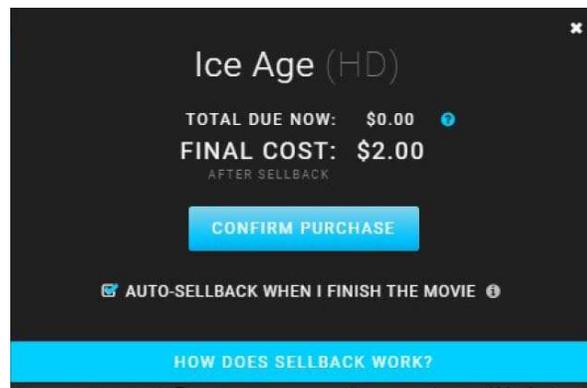
In 15 seconds, here's how VidAngel lets you watch movies for one dollar. You buy a movie for 20 dollars. Don't worry, it ends up being one dollar. Since you own the movie, you can legally set your filters. Now watch your movie. Then, with the click of a button, sell it back to us for 19 dollars of credit. That means each movie is only one dollar. It's that simple. Buy for 20, set filters, watch it, sell it back for 19. Enjoy your one dollar movie.<sup>2</sup>

23  
24  
25  
26 <sup>1</sup> VidAngel's "How To" page includes the following question and response: "Why  
 27 can't I just rent movies? It is not legal for VidAngel to rent movies to you."

28 <sup>2</sup> www.vidangel.com

1 VidAngel, by its own “don’t worry” assurance, confesses to its users (and the  
2 world) that VidAngel is providing a dollar-a-day VOD rental service.

3 41. Although VidAngel purports to “sell” copyrighted content, it  
4 discourages users from “keeping” the content they purportedly “purchase.” Before  
5 watching a movie or television show, the user can check a box to “Auto-Sellback”  
6 after he or she has finished watching the content:



14 If the VidAngel user does not select the “Auto-Sellback” option, a popup message  
15 appears when the user has finished his or her viewing; the popup encourages the  
16 user to “SELL BACK NOW” for the daily price. VidAngel’s “Buy, Watch, Sell  
17 Back” is a fiction that fails to hide VidAngel’s real business: providing a VOD  
18 streaming service to users in return for a daily fee.

19 42. VidAngel’s offering of individual *episodes* of television shows further  
20 evidences “Buy, Watch, Sell Back” to be a complete fiction. Plaintiffs distribute  
21 entire *seasons* of television shows, rather than individual episodes, on DVDs or Blu-  
22 ray discs. Therefore, VidAngel cannot actually be “selling” a disc containing  
23 television programming to its users when it offers to stream television shows on a  
24 per-episode basis only—a method not available on DVD or Blu-ray products.

25 43. Regardless of the label, VidAngel is running an unlicensed VOD  
26 streaming service. When a user requests that VidAngel stream a movie or television  
27 show, VidAngel streams (without authorization) the underlying copyrighted content  
28 from a digital copy that VidAngel made (without authorization). At all relevant

1 times, VidAngel, not the user, has dominion and control over the digital copy and (to  
2 the extent it still exists) whatever physical DVD or Blu-ray disc VidAngel used to  
3 access and copy the content in the first instance. VidAngel needs, and does not have,  
4 Plaintiffs' authorization to copy and stream their content.

5 (b) *VidAngel Cannot Use The Family Movie Act to Justify its*  
6 *Illegal Streaming Service*

7 44. The FMA does not shield VidAngel's unlicensed service. The FMA  
8 provides that one does not infringe copyright by (a) "making imperceptible, by or at  
9 the direction of a member of a private household ... limited portions" of motion  
10 picture content "during a performance in or transmitted to that household for private  
11 home viewing, from an authorized copy of the motion picture"; or (b) creating or  
12 providing computer technology that enables lawful making-imperceptible activity.  
13 17 U.S.C. § 110(11). But, the FMA does not "impact[] established doctrines of  
14 copyright." 151 Cong. Rec. S501 (daily ed. Jan. 25, 2005) (Sen. Hatch). The FMA  
15 requires that any copy or performance made pursuant to that statute be otherwise  
16 "authorized"—that is, not violating the copyright owner's other exclusive rights. 17  
17 U.S.C. § 110(11). Likewise, the FMA does not sanction the circumvention of the  
18 TPMs that protect access to the copyrighted content on DVDs or Blu-ray discs. *See*  
19 151 Cong. Rec. at S502 (FMA does not allow circumvention "for the purpose of  
20 engaging in the conduct covered by" the FMA).

21 45. VidAngel is not "mak[ing] imperceptible . . . limited portions" of  
22 motion picture content in the course of an otherwise lawful transmission. 17 U.S.C.  
23 § 110(11). Rather, VidAngel provides on-demand access to the motion picture itself,  
24 without any authorization to do so. Nothing in the FMA authorizes such conduct.

25 46. VidAngel also permits users to watch essentially unfiltered movies and  
26 television shows by selecting to filter just the credits and nothing more. If a user  
27 wants to watch an unfiltered version of the content, he or she can do so through  
28 VidAngel with minimal effort and at a fraction of the price charged by licensed

1 services. Indeed, some people already have started to make social media postings  
 2 touting the fact they can use VidAngel to watch movies and television shows  
 3 essentially unfiltered; as VidAngel continues to grow, more and more current and  
 4 potential users will be encouraged to use the service in the same way:



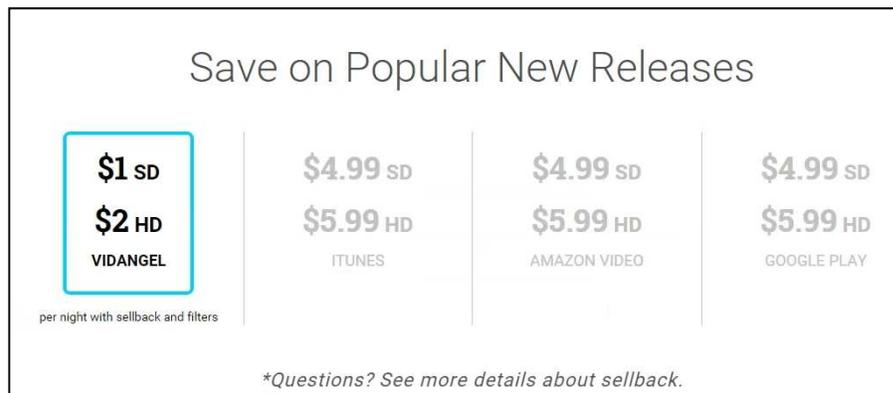
5  
 6  
 7  
 8  
 9  
 10  
 11  
 12 47. VidAngel did not always offer its filtering service through its current  
 13 infringing model. VidAngel originally distributed an internet web browser “plug-in”  
 14 that muted and skipped content as it was streamed from other services—notably,  
 15 Google Play, which is authorized to provide Plaintiffs’ content. Presumably,  
 16 VidAngel altered its business model to profit directly from the unlawful copying and  
 17 exploitation of the Copyrighted Works at the expense of Plaintiffs and their  
 18 relationships with streaming service licensees—authorized services that are being  
 19 undercut by VidAngel’s unauthorized service.

20 **VidAngel’s Conduct Causes Immediate and Irreparable Harm**

21 48. VidAngel currently claims to have more than 1,500 titles available for  
 22 streaming and claims to be adding motion pictures at a rate of 60 per week.  
 23 VidAngel intends to offer streaming of all new movies that have received more than  
 24 \$10 million in domestic sales.

25 49. If left unabated, VidAngel will undermine Plaintiffs’ relationships with  
 26 their authorized licensees and interfere with Plaintiffs’ ability to negotiate with those  
 27 legitimate VOD services. Because VidAngel cuts out payments to copyright owners  
 28 for the rights it exploits, VidAngel is able to undercut licensed services, which pay

1 for the same content. VidAngel explicitly advertises itself as a way to “Save on  
2 Popular New Releases” compared to licensed VOD services:



10 50. Public media outlets have picked up on VidAngel’s ability to undercut  
11 the pricing of authorized distributors. One online review noted the price comparison:  
12 “Even if you turn the filter entirely off, it’s the cheapest streaming rental out there,  
13 and about the same as Redbox, without the hassle of going to the store, or  
14 remembering to return the disc.”<sup>3</sup>

15 51. If VidAngel continues offering performances of copyrighted content not  
16 yet available on authorized streaming services, VidAngel also will interfere with  
17 Plaintiffs’ ability to distribute their content, including through authorized licensees or  
18 other legitimate distribution channels. VidAngel offers an entire category of movies  
19 and television programs, including many of the Copyrighted Works, that are “Not on  
20 Netflix.” As described above, VidAngel recently advertised that it offers *Star Wars:*  
21 *The Force Awakens* for \$1 per day when that title was not available for single-day  
22 rental elsewhere. Licensed VOD services, in contrast, often are not authorized to  
23 offer single-day “rentals” until weeks after VidAngel offers such access for the same  
24 titles.

25

26 <sup>3</sup> “Rent Edited Streaming ‘Clean Flicks’ – A Review of VidAngel’s New Edited  
27 Movie Service,” Mormon Life Hacker (Jun. 9, 2015) available at <  
28 [http://mormonlifehacker.com/rent-edited-streaming-clean-flicks-review-vidangel-  
movie-service/](http://mormonlifehacker.com/rent-edited-streaming-clean-flicks-review-vidangel-movie-service/)>.



1 VidAngel’s willful infringement, or for such other amounts as may be proper under  
2 17 U.S.C. § 504.

3 62. Plaintiffs further are entitled to recover their attorneys’ fees and full  
4 costs pursuant to 17 U.S.C. § 505.

5 63. As a direct and proximate result of the foregoing acts and conduct,  
6 Plaintiffs have sustained and will continue to sustain substantial, immediate and  
7 irreparable injury, for which there is no adequate remedy at law. Unless enjoined  
8 and restrained by this Court, VidAngel will continue to infringe Plaintiffs’ rights in  
9 their Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.  
10 § 502.

11 **SECOND CAUSE OF ACTION**

12 **(Violation of the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201, *et seq.*)**

13 64. Plaintiffs incorporate herein by reference each and every averment  
14 contained in paragraphs 1 through 54 inclusive.

15 65. Section 1201(a)(1)(A) of the DMCA provides in pertinent part that  
16 “[n]o person shall circumvent a technological measure that effectively controls  
17 access to a work protected under [the Copyright Act].” 17 U.S.C. § 1201(a)(1)(A).

18 66. Plaintiffs use TPMs to effectively control access to, and to protect the  
19 exclusive rights of copyright in, motion pictures, television programs, and other  
20 works protected by the Copyright Act.

21 67. On information and belief, VidAngel circumvents the TPMs of the  
22 DVD and Blu-ray discs containing the Copyrighted Works, and, therefore, VidAngel  
23 has violated 17 U.S.C. § 1201(a)(1)(A).

24 68. This circumvention in violation of the DMCA constitutes a separate and  
25 independent unlawful act and claim for relief from those stated in the first cause of  
26 action.

27 69. Plaintiffs have sustained and will sustain actual damage as the result of  
28 VidAngel’s DMCA violations, including, among other things, damages to the value

1 of the Copyrighted Works and the reduction in Plaintiffs' goodwill in the  
2 Copyrighted Works. 17 U.S.C. § 1203(c)(2). Plaintiffs are also entitled to  
3 VidAngel's profits from its violations of the DMCA. *Id.*

4 70. Alternatively, and at their election, Plaintiffs are entitled to an award of  
5 the maximum statutory damages as permitted by the DMCA. *Id.* § 1203(c)(3).

6 71. VidAngel's conduct, unless enjoined and restrained by this Court, will  
7 cause immediate and irreparable injury to Plaintiffs who have no adequate remedy at  
8 law. Pursuant to 17 U.S.C. § 1203(b)(2), Plaintiffs are entitled to preliminary and  
9 permanent injunctions prohibiting VidAngel's further violations of § 1201.

10 72. Plaintiffs are further entitled to their attorneys' fees and full costs  
11 pursuant to 17 U.S.C. § 1203.

#### 12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs pray for judgment against VidAngel and against all  
14 of its affiliates, agents, servants, employees, partners and all persons in active  
15 concert or participation with it, for the following relief:

16 1. For Plaintiffs' damages and VidAngel's profits in such amount as may  
17 be found; alternatively, at Plaintiffs' election, for maximum statutory damages; or  
18 for such other amounts as may be proper pursuant to 17 U.S.C. §§ 504(c), 1203(c).

19 2. For preliminary and permanent injunctions enjoining VidAngel, and  
20 all persons acting in concert or participation with it, from publicly performing,  
21 reproducing, or otherwise infringing in any manner any copyrighted work owned or  
22 controlled by Plaintiffs (including without limitation any Copyrighted Work) and  
23 from circumventing technological measures protecting any copyrighted work  
24 owned or controlled by Plaintiffs (including without limitation any Copyrighted  
25 Works).

26 3. For prejudgment interest according to law.

27 4. For Plaintiffs' attorneys' fees and full costs incurred in this action  
28 pursuant to 17 U.S.C. §§ 505 and 1203.



**UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA  
(Western Division - Los Angeles)  
CIVIL DOCKET FOR CASE #: 2:16-cv-04109-AB-PLA**

Disney Enterprises, Inc. et al v. VidAngel Inc.  
Assigned to: Judge Andre Birotte Jr  
Referred to: Magistrate Judge Paul L. Abrams  
Demand: \$150,000  
Case in other court: 9th CCA, 16-56843  
Cause: 17:501 Copyright Infringement

Date Filed: 06/09/2016  
Jury Demand: Both  
Nature of Suit: 820 Copyright  
Jurisdiction: Federal Question

**Plaintiff**

**Disney Enterprises, Inc.**

represented by **Allyson Bennett**  
Munger Tolles and Olson LLP  
355 South Grand Avenue 35th Floor  
Los Angeles, CA 90071  
213-683-9190  
Fax: 213-683-5190  
Email: allyson.bennett@mto.com  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
Munger Tolles and Olson LLP  
355 South Grand Avenue 35th Floor  
Los Angeles, CA 90071-1560  
213-683-9100  
Fax: 213-687-3702  
Email: glenn.pomerantz@mto.com  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
Munger Tolles and Olson LLP  
355 South Grand Avenue 35th Floor  
Los Angeles, CA 90071-1560  
213-683-9100  
Fax: 213-687-3702  
Email: Rose.Ehler@mto.com  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
Munger Tolles and Olson LLP  
355 South Grand Avenue 35th Floor  
Los Angeles, CA 90071-1560  
213-683-9100  
Fax: 213-687-3702  
Email: kelly.klaus@mto.com  
*ATTORNEY TO BE NOTICED*

**Plaintiff**

**Lucasfilm Ltd LLC**

represented by **Allyson Bennett**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Plaintiff**

**Twentieth Century Fox Film Corporation**

represented by **Allyson Bennett**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Plaintiff**

**Warner Bros Entertainment Inc**

represented by **Allyson Bennett**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Movant**

**John Hostettler**

*TERMINATED: 11/10/2016*

represented by **William A Delgado**

Willenken Wilson Loh and Delgado LLP  
707 Wilshire Boulevard Suite 3850  
Los Angeles, CA 90017  
213-955-9240  
Fax: 213-955-9250  
Email: wdelgado@willenken.com  
*ATTORNEY TO BE NOTICED*

**Movant**

**Spencer Bachus**

*TERMINATED: 11/10/2016*

represented by **William A Delgado**

(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**VidAngel Inc.**

represented by **Brian T Grace**

Baker Marquart LLP  
2029 Century Park East 16th Floor  
Los Angeles, CA 90067  
424-652-7800  
Fax: 424-652-7850  
Email: bgrace@bakermarquart.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**David W Quinto**

VidAngel Inc  
3007 Franklin Canyon Drive  
Beverly Hills, CA 90210  
213-604-1777  
Fax: 213-604-1777  
Email: dquinto@vidangel.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Donald R Pepperman**

Blecher Collins Pepperman and Joye PC  
515 South Figueroa Street Suite 1750  
Los Angeles, CA 90071-3334  
213-622-4222  
Fax: 213-622-1656  
Email: dpepperman@blechercollins.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Maxwell M Blecher**

Blecher Collins Pepperman and Joye PC  
515 South Figueroa Street Suite 1750  
Los Angeles, CA 90071-3334  
213-622-4222

Fax: 213-622-1656  
Email: mblecher@blechercollins.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Ryan G Baker**

Baker Marquart LLP  
2029 Century Park East Suite 1600  
Los Angeles, CA 90067  
424-652-7800  
Fax: 424-652-7850  
Email: rbaker@bakermarquart.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Scott Matthew Malzahn**

Baker Marquart LLP  
2029 Century Park East Suite 1600  
Los Angeles, CA 90067  
424-652-7800  
Fax: 424-652-7850  
Email: smalzahn@bakermarquart.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Taylor Chase-Wagniere**

Blecher Collins Pepperman and Joye PC  
515 S Figueroa St Suite 1750  
Los Angeles, CA 90071  
213-622-4222  
Fax: 213-622-1656  
Email: twagniere@blechercollins.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Brendan Stephen Maher**

Stris & Maher LLP  
6688 North Central Expressway  
Suite 1650  
Dallas, TX 75206  
213-995-6805  
Fax: 213-261-0299  
Email: brendan.maher@strismaher.com  
*ATTORNEY TO BE NOTICED*

**Daniel L Geysler**

Stris and Maher LLP  
725 South Figueroa Street Suite 1830  
Los Angeles, CA 90017  
213-995-6811  
Fax: 213-261-0299  
Email: daniel.geysler@strismaher.com  
*ATTORNEY TO BE NOTICED*

**Elizabeth Rogers Brannen**  
Stris and Maher LLP  
725 South Figueroa Street Suite 1830  
Los Angeles, CA 90017  
213-995-6809  
Fax: 213-261-0299  
Email: Elizabeth.brannen@strismaher.com  
*ATTORNEY TO BE NOTICED*

**Peter K Stris**  
Stris and Maher LLP  
725 South Figueroa Street Suite 1830  
Los Angeles, CA 90017  
213-995-6800  
Fax: 213-261-0299  
Email: peter.stris@strismaher.com  
*ATTORNEY TO BE NOTICED*

**Jaime W Marquart**  
Baker Marquart LLP  
2029 Century Park East 16th Floor  
Los Angeles, CA 90067  
424-652-7800  
Fax: 424-652-7850  
Email: jmarquart@bakermarquart.com  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**  
**VidAngel Inc.**

represented by **Brian T Grace**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**David W Quinto**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Donald R Pepperman**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Maxwell M Blecher**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Ryan G Baker**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Scott Matthew Malzahn**

(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Taylor Chase-Wagniere**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Brendan Stephen Maher**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Daniel L Geysler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Elizabeth Rogers Brannen**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Peter K Stris**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Jaime W Marquart**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Counter Defendant**

**Disney Enterprises, Inc.**

represented by **Allyson Bennett**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Lucasfilm Ltd LLC**

represented by **Allyson Bennett**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Twentieth Century Fox Film Corporation**

represented by **Allyson Bennett**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Warner Bros Entertainment Inc**

represented by **Allyson Bennett**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Rose Leda Ehler**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

**Does**  
*1-100*

Date Filed	#	Docket Text
06/09/2016	<a href="#">1</a>	COMPLAINT Receipt No: 0973-17974278 - Fee: \$400, filed by Plaintiffs Warner Bros

**ER639**

		Entertainment Inc, Disney Enterprises, Inc., Twentieth Century Fox Film Corporation, Lucasfilm Ltd LLC. (Attachments: # <a href="#">1</a> Exhibit A) (Attorney Kelly M Klaus added to party Disney Enterprises, Inc.(pty:pla), Attorney Kelly M Klaus added to party Lucasfilm Ltd LLC(pty:pla), Attorney Kelly M Klaus added to party Twentieth Century Fox Film Corporation(pty:pla), Attorney Kelly M Klaus added to party Warner Bros Entertainment Inc(pty:pla))(Klaus, Kelly) (Entered: 06/09/2016)
06/09/2016	<a href="#">2</a>	CIVIL COVER SHEET filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 06/09/2016)
06/09/2016	<a href="#">3</a>	Request for Clerk to Issue Summons on Complaint (Attorney Civil Case Opening),, <a href="#">1</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 06/09/2016)
06/09/2016	<a href="#">4</a>	CORPORATE DISCLOSURE STATEMENT filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc identifying The Walt Disney Company, Twenty-First Century Fox, Inc. and Time Warner Inc. as Corporate Parent. (Klaus, Kelly) (Entered: 06/09/2016)
06/09/2016	<a href="#">5</a>	REPORT ON THE FILING OF AN ACTION regarding a copyright (Initial Notification) filed by Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A)(Klaus, Kelly) (Entered: 06/09/2016)
06/10/2016	<a href="#">6</a>	NOTICE OF ASSIGNMENT to District Judge Andre Birotte Jr and Magistrate Judge Paul L. Abrams. (et) (Entered: 06/10/2016)
06/10/2016	<a href="#">7</a>	NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed. (et) (Entered: 06/10/2016)
06/10/2016	<a href="#">8</a>	21 DAY Summons Issued re Complaint (Attorney Civil Case Opening) <a href="#">1</a> as to Defendant VidAngel Inc. (et) (Entered: 06/10/2016)
06/15/2016	<a href="#">9</a>	PROOF OF SERVICE Executed by Plaintiff Warner Bros Entertainment Inc, Disney Enterprises, Inc., Twentieth Century Fox Film Corporation, Lucasfilm Ltd LLC, upon Defendant VidAngel Inc. served on 6/13/2016, answer due 7/5/2016. Service of the Summons and Complaint were executed upon Neal Harmon, Chief Executive Officer, Harmon Ventures LLC, Registered Agent in compliance with Federal Rules of Civil Procedure by service on a domestic corporation, unincorporated association, or public entity.Original Summons NOT returned. (Ehler, Rose) (Entered: 06/15/2016)
07/05/2016	<a href="#">10</a>	STIPULATION Extending Time to Answer the complaint as to VidAngel Inc. answer now due 7/12/2016, filed by Defendant VidAngel Inc..(Attorney Jaime W Marquart added to party VidAngel Inc.(pty:dft))(Marquart, Jaime) (Entered: 07/05/2016)
07/12/2016	<a href="#">11</a>	ANSWERJURY DEMAND. <i>and Counterclaim</i> filed by Defendant and Counterclaimant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibits A - B)(Baker, Ryan) (Entered: 07/12/2016)
07/12/2016	<a href="#">12</a>	CORPORATE DISCLOSURE STATEMENT <i>and Notice of Interested Parties</i> filed by Defendant VidAngel Inc. identifying VidAngel, Inc. as Corporate Parent. (Baker, Ryan) (Entered: 07/12/2016)
07/12/2016		(DUPLICATE ENTRY) COUNTER-COMPLAINT against Counterdefendants Disney Enterprises, Inc., Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation, and Warner Bros. Entertainment, Inc., with Jury Demand filed by Defendant and Counterclaimant VidAngel, Inc. (Answer and Counter-Complaint filed as one document, see document number 11) (gk) (Entered: 07/17/2016)

07/13/2016	<a href="#">13</a>	ORDER SETTING SCHEDULING CONFERENCE by Judge Andre Birotte Jr. Scheduling Conference set for 10/31/2016 at 10:00 AM before Judge Andre Birotte Jr. (cb) (Entered: 07/13/2016)
07/22/2016	<a href="#">14</a>	STIPULATION for Preliminary Injunction as to Preliminary Injunction Briefing and Hearing Schedule filed by Plaintiffs and Counter-Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order [Proposed] Order Regarding Preliminary Injunction Briefing and Hearing Schedule)(Klaus, Kelly) (Entered: 07/22/2016)
07/25/2016	<a href="#">15</a>	ORDER REGARDING PRELIMINARY INJUNCTION BRIEFING AND HEARING SCHEDULE by Judge Andre Birotte Jr.: Upon Stipulation <a href="#">14</a> , IT IS HEREBY ORDERED that Plaintiffs' Motion for Preliminary Injunction will be filed and served on 8/22/2016. Defendant's Opposition will be filed and served on 9/12/2016; Plaintiffs' Reply will be filed and served on 10/3/2016. The Court will hear argument on the Motion on 10/24/2016 at 10:00 AM. (gk) (Entered: 07/25/2016)
07/29/2016	<a href="#">16</a>	STIPULATION for Extension of Time to File Response as to Counterclaim, filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order Regarding Stipulation)(Klaus, Kelly) (Entered: 07/29/2016)
08/03/2016	<a href="#">17</a>	ORDER REGARDING STIPULATION TO EXTEND TIME TO RESPOND TO COUNTER COMPLAINT by Judge Andre Birotte Jr. Upon consideration of the Parties' Stipulation To Extend Time To Respond To Counter Complaint <a href="#">16</a> , and good cause appearing therefor, IT IS HEREBY ORDERED THAT: The time for Plaintiffs' to answer or otherwise respond to the Counter Complaint is hereby extended to August 16, 2016. The Parties should continue their meet-and-confer discussions regarding possible additional motions and schedules for briefing and the proposed hearing of the same, and submit any proposed stipulation regarding the same to the Court. (iv) (Entered: 08/04/2016)
08/08/2016	<a href="#">18</a>	NOTICE of Association of Counsel associating attorney David W. Quinto on behalf of Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. Filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc. (Grace, Brian) (Entered: 08/08/2016)
08/12/2016	<a href="#">19</a>	STIPULATION for Hearing re Motion to Dismiss Briefing and Hearing Schedule and Page Limits for Briefing on Motion for Preliminary Injunction filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order)(Klaus, Kelly) (Entered: 08/12/2016)
08/18/2016	<a href="#">20</a>	MINUTES (IN CHAMBERS) ORDER TO SHOW CAUSE REGARDING DISMISSAL FOR LACK OF PROSECUTION by Judge Andre Birotte Jr. The Court, on its own motion, orders Counter-Claimant(s) to show cause, in writing, on or before September 1, 2016, why this action should not be dismissed for lack of prosecution. Pursuant to Rule 78 of the Federal Rules of Civil Procedure, the Court finds that this matter is appropriate for submission without oral argument. The Order to Show Cause will stand submitted upon the filing of Counter-Claimant(s) response. Failure to respond to this Order to Show Cause will be deemed consent to the dismissal of the action. (iv) (Entered: 08/18/2016)
08/18/2016	<a href="#">21</a>	STIPULATION for Protective Order filed by Defendant and Counter-Claimant VidAngel Inc..(Grace, Brian) (Entered: 08/18/2016)
08/18/2016	22	NOTICE TO COUNSEL: The Order to Show Cause (Dkt. No. 20) was inadvertently issued in this case and is therefore vacated. THERE IS NO PDF DOCUMENT

		ASSOCIATED WITH THIS ENTRY. (cb) TEXT ONLY ENTRY (Entered: 08/18/2016)
08/19/2016	<a href="#">23</a>	PROTECTIVE ORDER by Magistrate Judge Paul L. Abrams re Stipulation for Protective Order <a href="#">21</a> (NOTE CHANGES MADE BY THE COURT) (sbu) (Entered: 08/19/2016)
08/19/2016	<a href="#">24</a>	ORDER REGARDING MOTION TO DISMISS BRIEFING AND HEARING SCHEDULE AND PAGE LIMITS FOR BRIEFING ON MOTION FOR PRELIMINARY INJUNCTION by Judge Andre Birotte Jr, re Stipulation for Hearing, <a href="#">19</a> . Plaintiffs' motion to dismiss will filed and served on 8/26/16. (Responses due by 9/16/2016, Replies due by 10/7/2016. Motion set for hearing on 10/24/2016 at 10:00 AM before Judge Andre Birotte Jr.) (mrgo) (Entered: 08/19/2016)
08/22/2016	<a href="#">25</a>	APPLICATION to file document <i>Unredated Versions of Motion for Preliminary Injunction, Exhibits to Declaration of Rose Ehler and Declaration of Robert Schumann and Exhibits</i> under seal filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Redacted Document Proposed Redacted Motion for Preliminary Injunction, # <a href="#">3</a> Redacted Document Proposed Redacted Exhibit B, # <a href="#">4</a> Redacted Document Proposed Redacted Exhibit D, # <a href="#">5</a> Redacted Document Proposed Redacted Exhibit R, # <a href="#">6</a> Redacted Document Proposed Redacted Exhibit S, # <a href="#">7</a> Redacted Document Proposed Redacted Exhibit T, # <a href="#">8</a> Redacted Document Proposed Redacted Exhibit U, # <a href="#">9</a> Redacted Document Proposed Redacted Exhibit V, # <a href="#">10</a> Redacted Document Proposed Redacted Exhibit W, # <a href="#">11</a> Redacted Document Proposed Redacted Exhibit X, # <a href="#">12</a> Redacted Document Proposed Redacted Exhibit Y, # <a href="#">13</a> Redacted Document Proposed Redacted Exhibit Z, # <a href="#">14</a> Redacted Document Proposed Redacted Exhibit AA, # <a href="#">15</a> Redacted Document Proposed Redacted Exhibit BB, # <a href="#">16</a> Redacted Document Proposed Redacted Exhibit CC, # <a href="#">17</a> Redacted Document Proposed Redacted Exhibit DD, # <a href="#">18</a> Redacted Document Proposed Redacted Exhibit EE, # <a href="#">19</a> Redacted Document Proposed Redacted Declaration of Robert Schumann, # <a href="#">20</a> Redacted Document Proposed Redacted Exhibit C, # <a href="#">21</a> Redacted Document Proposed Redacted Exhibit D)(Klaus, Kelly) (Entered: 08/22/2016)
08/22/2016	<a href="#">26</a>	SEALED DECLARATION IN SUPPORT OF APPLICATION to file document <i>Unredated Versions of Motion for Preliminary Injunction, Exhibits to Declaration of Rose Ehler and Declaration of Robert Schumann and Exhibits</i> under seal <a href="#">25</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Unredacted Document Motion for Preliminary Injunction, # <a href="#">2</a> Unredacted Document Exhibit B, # <a href="#">3</a> Unredacted Document Exhibit D, # <a href="#">4</a> Unredacted Document Exhibit R, # <a href="#">5</a> Unredacted Document Exhibit S, # <a href="#">6</a> Unredacted Document Exhibit T, # <a href="#">7</a> Unredacted Document Exhibit U, # <a href="#">8</a> Unredacted Document Exhibit V, # <a href="#">9</a> Unredacted Document Exhibit W, # <a href="#">10</a> Unredacted Document Exhibit X, # <a href="#">11</a> Unredacted Document Exhibit Y, # <a href="#">12</a> Unredacted Document Exhibit Z, # <a href="#">13</a> Unredacted Document Exhibit AA, # <a href="#">14</a> Unredacted Document Exhibit BB, # <a href="#">15</a> Unredacted Document Exhibit CC, # <a href="#">16</a> Unredacted Document Exhibit DD, # <a href="#">17</a> Unredacted Document Exhibit EE, # <a href="#">18</a> Unredacted Document Declaration of Robert Schumann, # <a href="#">19</a> Unredacted Document Exhibit C, # <a href="#">20</a> Unredacted Document Exhibit D) (Klaus, Kelly) (Entered: 08/22/2016)
08/22/2016	<a href="#">27</a>	NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. Motion set for hearing on 10/24/2016 at 10:00 AM before Judge Andre Birotte Jr. (Attachments: # <a href="#">1</a> Proposed Order) (Klaus, Kelly) (Entered: 08/22/2016)
08/22/2016	<a href="#">28</a>	DECLARATION of Tedd Cittadine in support of NOTICE OF MOTION AND

		MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 08/22/2016)
08/22/2016	<a href="#">29</a>	DECLARATION of Robert Schumann in support of NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D)(Klaus, Kelly) (Entered: 08/22/2016)
08/22/2016	<a href="#">30</a>	DECLARATION of Rose Leda Ehler in support of NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G, # <a href="#">8</a> Exhibit H, # <a href="#">9</a> Exhibit I, # <a href="#">10</a> Exhibit J, # <a href="#">11</a> Exhibit K, # <a href="#">12</a> Exhibit L, # <a href="#">13</a> Exhibit M, # <a href="#">14</a> Exhibit N, # <a href="#">15</a> Exhibit O, # <a href="#">16</a> Exhibit P, # <a href="#">17</a> Exhibit Q, # <a href="#">18</a> Exhibit R, # <a href="#">19</a> Exhibit S, # <a href="#">20</a> Exhibit T, # <a href="#">21</a> Exhibit U, # <a href="#">22</a> Exhibit V, # <a href="#">23</a> Exhibit W, # <a href="#">24</a> Exhibit X, # <a href="#">25</a> Exhibit Y, # <a href="#">26</a> Exhibit Z, # <a href="#">27</a> Exhibit AA, # <a href="#">28</a> Exhibit BB, # <a href="#">29</a> Exhibit CC, # <a href="#">30</a> Exhibit DD, # <a href="#">31</a> Exhibit EE, # <a href="#">32</a> Exhibit FF)(Klaus, Kelly) (Entered: 08/22/2016)
08/22/2016	<a href="#">31</a>	DECLARATION of Kelly M. Klaus in support of NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G, # <a href="#">8</a> Exhibit H, # <a href="#">9</a> Exhibit I, # <a href="#">10</a> Exhibit J, # <a href="#">11</a> Exhibit K, # <a href="#">12</a> Exhibit L, # <a href="#">13</a> Exhibit M, # <a href="#">14</a> Exhibit N, # <a href="#">15</a> Exhibit O, # <a href="#">16</a> Exhibit P, # <a href="#">17</a> Exhibit Q, # <a href="#">18</a> Exhibit R, # <a href="#">19</a> Exhibit S, # <a href="#">20</a> Exhibit T, # <a href="#">21</a> Exhibit U, # <a href="#">22</a> Exhibit V, # <a href="#">23</a> Exhibit W, # <a href="#">24</a> Exhibit X, # <a href="#">25</a> Exhibit Y, # <a href="#">26</a> Exhibit Z, # <a href="#">27</a> Exhibit AA, # <a href="#">28</a> Exhibit BB, # <a href="#">29</a> Exhibit CC, # <a href="#">30</a> Exhibit DD, # <a href="#">31</a> Exhibit EE, # <a href="#">32</a> Exhibit FF, # <a href="#">33</a> Exhibit GG, # <a href="#">34</a> Exhibit HH, # <a href="#">35</a> Exhibit II, # <a href="#">36</a> Exhibit JJ, # <a href="#">37</a> Exhibit KK, Part 1, # <a href="#">38</a> Exhibit KK, Part 2, # <a href="#">39</a> Exhibit LL, # <a href="#">40</a> Exhibit MM, # <a href="#">41</a> Exhibit NN, # <a href="#">42</a> Exhibit OO, # <a href="#">43</a> Exhibit PP, # <a href="#">44</a> Exhibit QQ, # <a href="#">45</a> Exhibit RR) (Klaus, Kelly) (Entered: 08/22/2016)
08/23/2016	<a href="#">32</a>	ORDER REGARDING PLAINTIFFS' APPLICATION TO FILE UNDER SEAL: <a href="#">1</a> UNREDACTED VERSION OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION; <a href="#">2</a> EXHIBITS B, D, R-Z AND AA-EE TO THE DECLARATION OF ROSE LEDA EHLER; <a href="#">3</a> UNREDACTED VERSION OF THE DECLARATION OF ROBERT SCHUMANN AND EXHIBITS C AND D THERETO by Judge Andre Birotte Jr. Plaintiffs have submitted an Application seeking permission to file under seal <a href="#">25</a> . Based on Plaintiffs' Application, and good cause appearing therefrom, Plaintiffs' Application is GRANTED and IT IS HEREBY ORDERED that the following documents and portions thereof shall be electronically filed under seal by Plaintiffs' counsel. SEE ORDER FOR DETAILS. (iv) (Entered: 08/23/2016)
08/23/2016	<a href="#">33</a>	SEALED DOCUMENT <i>Plaintiffs' Notice of Motion and Motion for Preliminary Injunction; Memorandum of Points and Authorities and Exhibits to Ehler Declaration and Schumann Declaration with Exhibits</i> re APPLICATION to file document <i>Unredacted Versions of Motion for Preliminary Injunction, Exhibits to Declaration of Rose Ehler and Declaration of Robert Schumann and Exhibits</i> under seal <a href="#">25</a> , Order on Motion for Leave to File Document Under Seal,, <a href="#">32</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit B to Ehler Decl., # <a href="#">2</a> Exhibit D to Ehler Decl., # <a href="#">3</a> Exhibit R to Ehler Decl., # <a href="#">4</a> Exhibit S to Ehler Decl., # <a href="#">5</a> Exhibit T to Ehler Decl., # <a href="#">6</a> Exhibit U to Ehler Decl., # <a href="#">7</a> Exhibit V to Ehler Decl., # <a href="#">8</a> Exhibit W to Ehler Decl., # <a href="#">9</a> Exhibit X to

		Ehler Decl., # <a href="#">10</a> Exhibit Y to Ehler Decl., # <a href="#">11</a> Exhibit Z to Ehler Decl., # <a href="#">12</a> Exhibit AA to Ehler Decl., # <a href="#">13</a> Exhibit BB to Ehler Decl., # <a href="#">14</a> Exhibit CC to Ehler Decl., # <a href="#">15</a> Exhibit DD to Ehler Decl., # <a href="#">16</a> Exhibit EE to Ehler Decl., # <a href="#">17</a> Declaration of Robert Schumann, # <a href="#">18</a> Exhibit C to Schumann Decl., # <a href="#">19</a> Exhibit D to Schumann Decl.) (Klaus, Kelly) (Entered: 08/23/2016)
08/23/2016	<a href="#">34</a>	PROOF OF SERVICE filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re Sealed Declaration in Support Declaration,,,, <a href="#">26</a> , Sealed Document,,,,, <a href="#">33</a> served on August 22 and 23, 2016. (Klaus, Kelly) (Entered: 08/23/2016)
08/26/2016	<a href="#">35</a>	NOTICE OF MOTION AND MOTION to Dismiss VidAngel's Countercomplaint filed by Defendant and Counter-Claimant Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation. Motion set for hearing on 10/24/2016 at 10:00 AM before Judge Andre Birotte Jr. (Attachments: # <a href="#">1</a> Declaration of Allyson Bennett in Support of Plaintiffs' Motion to Dismiss VidAngel's Countercomplaint, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Proposed Order) (Klaus, Kelly) (Entered: 08/26/2016)
08/26/2016	<a href="#">36</a>	NOTICE of Association of Counsel associating attorney Maxwell M. Blecher on behalf of Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. Filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc. (Marquart, Jaime) (Entered: 08/26/2016)
09/08/2016	<a href="#">37</a>	NOTICE of Appearance filed by attorney Peter K Stris on behalf of Counter Claimant VidAngel Inc., Defendant VidAngel Inc. (Attorney Peter K Stris added to party VidAngel Inc.(pty:cc), Attorney Peter K Stris added to party VidAngel Inc.(pty:dft))(Stris, Peter) (Entered: 09/08/2016)
09/08/2016	<a href="#">38</a>	NOTICE of Appearance filed by attorney Brendan Stephen Maher on behalf of Counter Claimant VidAngel Inc., Defendant VidAngel Inc. (Attorney Brendan Stephen Maher added to party VidAngel Inc.(pty:cc), Attorney Brendan Stephen Maher added to party VidAngel Inc.(pty:dft))(Maher, Brendan) (Entered: 09/08/2016)
09/08/2016	<a href="#">39</a>	NOTICE of Appearance filed by attorney Elizabeth Rogers Brannen on behalf of Counter Claimant VidAngel Inc., Defendant VidAngel Inc. (Attorney Elizabeth Rogers Brannen added to party VidAngel Inc.(pty:cc), Attorney Elizabeth Rogers Brannen added to party VidAngel Inc.(pty:dft))(Brannen, Elizabeth) (Entered: 09/08/2016)
09/08/2016	<a href="#">40</a>	NOTICE of Appearance filed by attorney Daniel L Geysler on behalf of Counter Claimant VidAngel Inc., Defendant VidAngel Inc. (Attorney Daniel L Geysler added to party VidAngel Inc.(pty:cc), Attorney Daniel L Geysler added to party VidAngel Inc. (pty:dft))(Geysler, Daniel) (Entered: 09/08/2016)
09/12/2016	<a href="#">41</a>	APPLICATION for Leave to file Unredacted Versions of Opposition to Motion for Preliminary Injunction, Declarations of Neal Harmon and Sigurd Meldal, and Exhibit B and D to Marquart Declaration Under Seal filed by Defendant and Counter-Claimant VidAngel Inc.. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Redacted Document Proposed Redacted VidAngel's Memorandum of Points and Authorities in Opposition to Motion for Preliminary Injunction, # <a href="#">3</a> Redacted Document Proposed Redacted Declaration of Neal Harmon, # <a href="#">4</a> SEALED ATTACHMENT - Redacted Document Proposed Redacted Declaration of Sigurd Meldal, # <a href="#">5</a> Redacted Document Proposed Redacted Exhibit B to Marquart Declaration, # <a href="#">6</a> Redacted Document Proposed Redacted Exhibit D to Marquart Declaration) (Marquart, Jaime) ** SEALED ATTACHMENT 4 PURSUANT TO THE ORDER OF 9/28/2016 <a href="#">86</a> ** Modified on 9/28/2016 (gk). (Entered: 09/12/2016)
09/12/2016	<a href="#">42</a>	MEMORANDUM in Opposition to NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)

09/12/2016	<a href="#">43</a>	DECLARATION of Neal Harmon In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G, # <a href="#">8</a> Exhibit H) (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">44</a>	DECLARATION of Sigurd Meldal In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> SEALED ATTACHMENT - Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G, # <a href="#">8</a> Exhibit H)(Marquart, Jaime) ** SEALED ATTACHMENT 1 PURSUANT TO THE ORDER OF 9/28/2016 <a href="#">85</a> ** Modified on 9/28/2016 (gk). (Entered: 09/12/2016)
09/12/2016	<a href="#">45</a>	DECLARATION of Jaime Marquart In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E)(Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">46</a>	DECLARATION of David Quinto In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E)(Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">47</a>	DECLARATION of Elizabeth Ellis In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G)(Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">48</a>	REQUEST FOR JUDICIAL NOTICE re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C)(Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">49</a>	SEALED DECLARATION IN SUPPORT OF APPLICATION to file document <i>Unredated Versions of Motion for Preliminary Injunction, Exhibits to Declaration of Rose Ehler and Declaration of Robert Schumann and Exhibits</i> under seal <a href="#">25</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Unredacted Document Opposition to Preliminary Injunction, # <a href="#">2</a> Unredacted Document Declaration of Neal Harmon, # <a href="#">3</a> Unredacted Document Declaration of Sigurd Meldal, # <a href="#">4</a> Unredacted Document Exhibit B to Marquart Declaration, # <a href="#">5</a> Unredacted Document Exhibit D to Marquart Declaration, # <a href="#">6</a> Proof of Service)(Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">50</a>	DECLARATION of Andrea Lafferty In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">51</a>	DECLARATION of Bob Waliszewski In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">52</a>	DECLARATION of Bryan and Diane Schwartzin In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)

09/12/2016	<a href="#">53</a>	DECLARATION of Donna Rice Hughes In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">54</a>	DECLARATION of Timothy F. Winter In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">55</a>	DECLARATION of Harry Jackson In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">56</a>	DECLARATION of Connor Boyack In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">57</a>	DECLARATION of David Barton In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">58</a>	DECLARATION of David Bozell In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">59</a>	DECLARATION of Gary Bauer In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">60</a>	DECLARATION of Gary Marx In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">61</a>	DECLARATION of George E. Roller In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">62</a>	DECLARATION of L Brent Bozell III In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">63</a>	DECLARATION of Matt Kibbe In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">64</a>	DECLARATION of Patrick Trueman In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">65</a>	DECLARATION of Rebecca Hagelin In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">66</a>	DECLARATION of Rick Green In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">67</a>	DECLARATION of Theodore Baehr In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)

09/12/2016	<a href="#">68</a>	DECLARATION of Tim Barton In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">69</a>	DECLARATION of Tim Wildmon In Opposition To NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">70</a>	DEFENDANT VIDANGEL, INC.'S EVIDENTIARY OBJECTIONS TO THE DECLARATION OF KELLY M. KLAUS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">71</a>	DEFENDANT VIDANGEL, INC.'S EVIDENTIARY OBJECTIONS TO THE DECLARATION OF ROBERT SCHUMANN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">72</a>	DEFENDANT VIDANGEL, INC.'S EVIDENTIARY OBJECTIONS TO THE DECLARATION OF ROSE LEDA EHLER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/12/2016	<a href="#">73</a>	DEFENDANT VIDANGEL, INC.'S EVIDENTIARY OBJECTIONS TO THE DECLARATION OF TEDD CITTADINE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 09/12/2016)
09/13/2016	<a href="#">74</a>	STIPULATION to Continue Hearings on (1) Plaintiffs' Motion for Preliminary Injunction and (2) Plaintiffs' Motion to Dismiss from October 24, 2016 to October 31, 2016 Re: NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> , NOTICE OF MOTION AND MOTION to Dismiss VidAngel's Countercomplaint <a href="#">35</a> filed by Defendant and Counter-Claimant VidAngel Inc.. (Attachments: # <a href="#">1</a> Proposed Order Granting Joint Stipulation to Continue Hearings)(Marquart, Jaime) (Entered: 09/13/2016)
09/14/2016	<a href="#">75</a>	ORDER REGARDING VIDANGEL, INC.'S APPLICATION TO FILE UNDER SEAL: (1) UNREDACTED VERSION OF VIDANGEL'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION; (2) UNREDACTED VERSION OF THE DECLARATION OF NEAL HARMON; (3) UNREDACTED VERSION OF THE DECLARATION OF SIGURD MELDAL; AND (4) EXHIBITS B AND D TO THE DECLARATION OF JAIME MARQUART by Judge Andre Birotte Jr.: VidAngel's Application <a href="#">41</a> is GRANTED. See order for documents and portions thereof to be filed under seal. (gk) (Entered: 09/15/2016)
09/15/2016	<a href="#">76</a>	NOTICE OF ERRATA filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. correcting MEMORANDUM in Opposition to Motion <a href="#">42</a> , Sealed Declaration in SupportDeclaration,, <a href="#">49</a> [49-1] <i>Unredacted Document Opposition to Preliminary Injunction</i> (Attachments: # <a href="#">1</a> Exhibit A)(Marquart, Jaime) (Entered: 09/15/2016)
09/16/2016	<a href="#">77</a>	AMENDED ANSWER and FIRST AMENDED COUNTERCLAIMS filed by Defendant and Counterclaimant VidAngel Inc.. (Blecher, Maxwell) (Entered: 09/16/2016)

09/16/2016	<a href="#">78</a>	ORDER CONTINUING HEARING OF PLAINTIFFS' MOTIONS FOR PRELIMINARY INJUNCTION AND TO DISMISS VIDANGEL'S COUNTERCOMPLAINT by Judge Andre Birotte Jr.: Upon Stipulation <a href="#">74</a> , IT IS HEREBY ORDERED that Plaintiffs' Motions for Preliminary Injunction <a href="#">27</a> , and to Dismiss VidAngel's Countercomplaint <a href="#">35</a> be, and hereby are, continued for hearing before this Court on 10/31/2016 at 10:00 AM before Judge Andre Birotte Jr. (gk) (Entered: 09/16/2016)
09/20/2016	<a href="#">79</a>	STIPULATION for Extension of Time to File Response filed by Plaintiffs and Counter-Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order Regarding Stipulation to Extend Plaintiffs' Time to Respond to Defendant's Amended Answer and Counterclaims)(Klaus, Kelly) (Entered: 09/20/2016)
09/21/2016	<a href="#">80</a>	SEALED DOCUMENT <i>Unredacted Version of VidAngel's Memorandum of Points and Authorities in Opposition to Motion for Preliminary Injunction and Unredacted Version of the Declaration of Neal Harmon and Unredacted Version of the Declaration of Sigurd Meldal and Unredacted Version of Exhibit B to the Declaration of Jaime Marquart and Unredacted Version of Exhibit D to the Declaration of Jaime Marquart and Certificate of Service re Sealed Documents re Order on Motion for Leave to File Document,, <a href="#">75</a> , APPLICATION for Leave to file Unredacted Versions of Opposition to Motion for Preliminary Injunction, Declarations of Neal Harmon and Sigurd Meldal, and Exhibit B and D to Marquart Declaration Under Seal <a href="#">41</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Unredacted Document Declaration of Neal Harmon, # <a href="#">2</a> Unredacted Document Declaration of Sigurd Meldal, # <a href="#">3</a> Unredacted Document Exhibit B to the Declaration of Jaime Marquart, # <a href="#">4</a> Unredacted Document Exhibit D to the Declaration of Jaime Marquart, # <a href="#">5</a> Certificate of Service re Sealed Documents)(Marquart, Jaime) (Entered: 09/21/2016)</i>
09/21/2016	<a href="#">81</a>	NOTICE OF ERRATA filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. correcting APPLICATION for Leave to file Unredacted Versions of Opposition to Motion for Preliminary Injunction, Declarations of Neal Harmon and Sigurd Meldal, and Exhibit B and D to Marquart Declaration Under Seal <a href="#">41</a> , Declaration (Motion related), <a href="#">44</a> <i>Redacted of Sigurd Meldal</i> (Attachments: # <a href="#">1</a> Exhibit A to Notice of Errata - Corrected Redacted Sigurd Meldal Declaration)(Marquart, Jaime) (Entered: 09/21/2016)
09/21/2016	<a href="#">82</a>	APPLICATION to file document <i>Declaration of Sigurd Meldal (Dkt. 41-4)</i> under seal filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Proposed Order Regarding VidAngel, Inc.'s Application to Seal the Declaration of Sigurd Meldal in Support of VidAngel, Inc.'s Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion (Dkt. 41-4))(Marquart, Jaime) (Entered: 09/21/2016)
09/21/2016	<a href="#">83</a>	APPLICATION to file document <i>Declaration of Sigurd Meldal (Dkt. 44-1)</i> under seal filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Proposed Order Regarding VidAngel, Inc.'s Application to Seal the Declaration of Sigurd Meldal in Support of VidAngel, Inc.'s Memorandum of Points and Authorities in Opposition to Preliminary Injunction Motion (Dkt. 44-1))(Marquart, Jaime) (Entered: 09/21/2016)
09/21/2016	<a href="#">84</a>	ORDER REGARDING STIPULATION TO EXTEND PLAINTIFFS' TIME TO RESPOND TO DEFENDANT'S AMENDED ANSWER AND COUNTERCLAIMS by Judge Andre Birotte Jr.: Upon Stipulation <a href="#">79</a> , IT IS HEREBY ORDERED that the time for Plaintiffs to answer or otherwise respond to Defendant's Amended Answer and Counterclaims <a href="#">77</a> is hereby extended to and including 10/14/2016. Plaintiffs' Motion for Preliminary Injunction <a href="#">27</a> remains on calendar for hearing on 10/31/2016 at 10:00 AM.

		There will be no hearing that day on Plaintiffs' Motion to Dismiss Defendant's Original Counterclaims <a href="#">35</a> which Motion to Dismiss has been mooted by Defendant's amendment of its Counterclaims. (gk) Modified on 10/13/2016 (cb). (Entered: 09/22/2016)
09/28/2016	<a href="#">85</a>	ORDER REGARDING VIDANGEL, INC.'S APPLICATION TO SEAL THE DECLARATION OF SIGURD MELDAL IN SUPPORT OF VIDANGEL, INC.'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO PRELIMINARY INJUNCTION MOTION (Dkt. 44-1) by Judge Andre Birotte Jr.: Defendant VidAngel, Inc.'s Application <a href="#">83</a> is GRANTED and IT IS HEREBY ORDERED that Docket entry <a href="#">44</a> -1 be sealed. Please refer to Dkt. <a href="#">81</a> for the corrected redacted Declaration of Sigurd Meldal in support of VidAngel's Opposition to Preliminary Injunction. (gk) (Entered: 09/28/2016)
09/28/2016	<a href="#">86</a>	ORDER REGARDING VIDANGEL, INC.'S APPLICATION TO SEAL THE DECLARATION OF SIGURD MELDAL IN SUPPORT OF VIDANGEL, INC.'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO PRELIMINARY INJUNCTION MOTION (Dkt. 41-4) by Judge Andre Birotte Jr.: Defendant VidAngel, Inc.'s Application <a href="#">82</a> is GRANTED and IT IS HEREBY ORDERED that Docket entry <a href="#">41</a> -4 be sealed. Please refer to Dkt. <a href="#">81</a> for the corrected redacted Declaration of Sigurd Meldal in support of VidAngel's Opposition to Preliminary Injunction. (gk) (Entered: 09/28/2016)
10/03/2016	<a href="#">87</a>	NOTICE TO FILER OF DEFICIENCIES in Electronically Filed Documents RE: Amended Answer to Complaint <a href="#">77</a> . The following error(s) was found: Local Rule 19-1 Complaint/Petition includes more than 10 Does or fictitiously named parties. In response to this notice the court may order (1) an amended or correct document to be filed (2) the document stricken or (3) take other action as the court deems appropriate. You need not take any action in response to this notice unless and until the court directs you to do so. (iv) (Entered: 10/03/2016)
10/03/2016	<a href="#">88</a>	APPLICATION to file document ( <i>Reply in support of Motion for Preliminary Injunction; Decl. of Allyson Bennett and Exhibits J and M; Declaration of Robert Schumann and Exhibit F</i> ) under seal filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Redacted Document Reply in support of Plaintiffs' Motion for Preliminary Injunction, # <a href="#">3</a> Redacted Document Decl. of Allyson Bennett, # <a href="#">4</a> Redacted Document Exhibit J to Bennett Decl., # <a href="#">5</a> Redacted Document Exhibit M to Bennett Decl., # <a href="#">6</a> Redacted Document Decl. of Robert Schumann, # <a href="#">7</a> Redacted Document Exhibit F to Schumann Decl.)(Klaus, Kelly) (Entered: 10/03/2016)
10/03/2016	<a href="#">89</a>	SEALED DECLARATION IN SUPPORT OF APPLICATION to file document ( <i>Reply in support of Motion for Preliminary Injunction; Decl. of Allyson Bennett and Exhibits J and M; Declaration of Robert Schumann and Exhibit F</i> ) under seal <a href="#">88</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Unredacted Document Reply in support of Motion for Preliminary Injunction, # <a href="#">2</a> Unredacted Document Decl. of Allyson Bennett, # <a href="#">3</a> Unredacted Document Exhibit J to Bennett Decl., # <a href="#">4</a> Unredacted Document Exhibit M to Bennett Decl., # <a href="#">5</a> Unredacted Document Supp. Decl. of Robert Schumann, # <a href="#">6</a> Unredacted Document Exhibit F to Supp. Schumann Decl.)(Klaus, Kelly) (Entered: 10/03/2016)
10/03/2016	<a href="#">90</a>	REPLY in support of NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 10/03/2016)
10/03/2016	<a href="#">91</a>	DECLARATION of Allyson R. Bennett in support of NOTICE OF MOTION AND

		MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G, # <a href="#">8</a> Exhibit H, # <a href="#">9</a> Exhibit I, # <a href="#">10</a> Exhibit J, # <a href="#">11</a> Exhibit K, # <a href="#">12</a> Exhibit L, # <a href="#">13</a> Exhibit M)(Klaus, Kelly) (Entered: 10/03/2016)
10/03/2016	<a href="#">92</a>	DECLARATION of Robert Schumann (Supplemental) in support of NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F)(Klaus, Kelly) (Entered: 10/03/2016)
10/03/2016	<a href="#">93</a>	REQUEST FOR JUDICIAL NOTICE re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Exhibit D, # <a href="#">5</a> Exhibit E, # <a href="#">6</a> Exhibit F, # <a href="#">7</a> Exhibit G, # <a href="#">8</a> Exhibit H, # <a href="#">9</a> Exhibit I, # <a href="#">10</a> Exhibit J, # <a href="#">11</a> Exhibit K)(Klaus, Kelly) (Entered: 10/03/2016)
10/03/2016	<a href="#">94</a>	RESPONSE filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc to Motion Related Document, <a href="#">70</a> , Motion Related Document, <a href="#">73</a> , Motion Related Document, <a href="#">71</a> , Motion Related Document, <a href="#">72</a> ( <i>Plaintiffs' Response to VidAngel's Evidentiary Objections</i> ) (Klaus, Kelly) (Entered: 10/03/2016)
10/03/2016	<a href="#">95</a>	OBJECTIONS to Declaration (Motion related) <a href="#">69</a> , Declaration (Motion related) <a href="#">53</a> , Declaration (Motion related) <a href="#">59</a> , Declaration (Motion related) <a href="#">64</a> , Declaration (Motion related) <a href="#">65</a> , Declaration (Motion related) <a href="#">58</a> , Declaration (Motion related), <a href="#">47</a> , Declaration (Motion related), <a href="#">46</a> , Declaration (Motion related) <a href="#">51</a> , Declaration (Motion related) <a href="#">57</a> , Declaration (Motion related), <a href="#">44</a> , Declaration (Motion related), <a href="#">43</a> , Declaration (Motion related) <a href="#">60</a> , Declaration (Motion related) <a href="#">63</a> , Declaration (Motion related) <a href="#">55</a> , Declaration (Motion related) <a href="#">50</a> , Declaration (Motion related) <a href="#">54</a> , Declaration (Motion related) <a href="#">68</a> , Declaration (Motion related) <a href="#">62</a> , Declaration (Motion related) <a href="#">66</a> , Declaration (Motion related) <a href="#">56</a> , Declaration (Motion related) <a href="#">52</a> , Declaration (Motion related) <a href="#">67</a> , Declaration (Motion related) <a href="#">61</a> ( <i>Plaintiffs' Objections to VidAngel's Evidence in support of Opposition</i> ) filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 10/03/2016)
10/04/2016	<a href="#">96</a>	PROOF OF SERVICE filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re Sealed Declaration in SupportDeclaration,,, <a href="#">89</a> served on Oct. 3, 2016. (Klaus, Kelly) (Entered: 10/04/2016)
10/05/2016	<a href="#">97</a>	ORDER REGARDING PLAINTIFFS' APPLICATION TO FILE UNDER SEAL: <a href="#">1</a> UNREDACTED VERSION OF PLAINTIFFS' REPLY IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION; <a href="#">2</a> UNREDACTED VERSION OF THE DECLARATION OF ALLYSON R. BENNETT AND EXHIBITS J AND M THERETO; <a href="#">3</a> UNREDACTED VERSION OF THE SUPPLEMENTAL DECLARATION OF ROBERT SCHUMANN AND EXHIBIT F THERETO by Judge Andre Birotte Jr. Plaintiffs have submitted an Application seeking permission to file under seal <a href="#">88</a> . Based on Plaintiffs' Application, and good cause appearing therefrom, Plaintiffs' Application is GRANTED and IT IS HEREBY ORDERED that Plaintiffs' shall file the following

		documents and portions thereof under seal. SEE ORDER FOR DETAILS. (iv) (Entered: 10/05/2016)
10/06/2016	<a href="#">98</a>	SEALED DOCUMENT <i>Plaintiffs' Reply in support of Motion for Preliminary Injunction, Declaration of Allyson Bennet with Exhibits J and M and Supplemental Declaration of Robert Schumann with Exhibit F</i> re APPLICATION to file document ( <i>Reply in support of Motion for Preliminary Injunction; Decl. of Allyson Bennett and Exhibits J and M; Declaration of Robert Schumann and Exhibit F</i> ) under seal <a href="#">88</a> , Order on Motion for Leave to File Document Under Seal,, <a href="#">97</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Declaration of Allyson Bennett, # <a href="#">2</a> Exhibit J to Bennett Decl., # <a href="#">3</a> Exhibit M to Bennett Decl., # <a href="#">4</a> Declaration (Supplemental) of Robert Schumann, # <a href="#">5</a> Exhibit F to Supp. Schumann Decl.)(Klaus, Kelly) (Entered: 10/06/2016)
10/06/2016	<a href="#">99</a>	PROOF OF SERVICE filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re Sealed Document,,, <a href="#">98</a> served on October 6, 2016. (Klaus, Kelly) (Entered: 10/06/2016)
10/11/2016	<a href="#">100</a>	Joint STIPULATION to Continue Scheduling Conference from October 31, 2016 to December 19, 2016 filed by Plaintiffs & Counter-Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order)(Klaus, Kelly) (Entered: 10/11/2016)
10/14/2016	<a href="#">101</a>	APPLICATION to file document under seal filed by Counter Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Redacted Document Notice and Motion to Dismiss, # <a href="#">3</a> Redacted Document Request for Judicial Notice, # <a href="#">4</a> Redacted Document Exhibit 4 to Request for Judicial Notice, # <a href="#">5</a> Redacted Document Exhibit 5 to Request for Judicial Notice)(Klaus, Kelly) (Entered: 10/14/2016)
10/14/2016	<a href="#">102</a>	SEALED DECLARATION IN SUPPORT OF APPLICATION to file document under seal <a href="#">101</a> filed by Counter Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Unredacted Document Notice of Motion and Motion to Dismiss, # <a href="#">2</a> Unredacted Document Request for Judicial Notice, # <a href="#">3</a> Unredacted Document Exhibit 4 to Request for Judicial Notice, # <a href="#">4</a> Unredacted Document Exhibit 5 to Request for Judicial Notice) (Klaus, Kelly) (Entered: 10/14/2016)
10/14/2016	<a href="#">103</a>	NOTICE OF MOTION AND MOTION to Dismiss First Amended Counterclaims filed by Plaintiffs and Counter-Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. Motion set for hearing on 12/19/2016 at 10:00 AM before Judge Andre Birotte Jr. (Attachments: # <a href="#">1</a> Proposed Order) (Klaus, Kelly) (Entered: 10/14/2016)
10/14/2016	<a href="#">104</a>	REQUEST FOR JUDICIAL NOTICE re NOTICE OF MOTION AND MOTION to Dismiss First Amended Counterclaims <a href="#">103</a> filed by Counter Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4, # <a href="#">5</a> Exhibit 5, # <a href="#">6</a> Exhibit 6, # <a href="#">7</a> Exhibit 7)(Klaus, Kelly) (Entered: 10/14/2016)
10/17/2016	<a href="#">105</a>	PROOF OF SERVICE filed by Plaintiffs & Counter-Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re NOTICE OF MOTION AND MOTION to Dismiss First Amended

		Counterclaims <a href="#">103</a> , Request for Judicial Notice, <a href="#">104</a> served on Oct. 14, 2016. (Klaus, Kelly) (Entered: 10/17/2016)
10/17/2016	<a href="#">106</a>	EVIDENTIARY OBJECTIONS TO THE DECLARATION OF ALLYSON BENNETT re: NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 10/17/2016)
10/17/2016	<a href="#">107</a>	EVIDENTIARY OBJECTIONS TO THE SUPPLEMENTAL DECLARATION OF ROBERT SCHUMANN re: NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 10/17/2016)
10/17/2016	<a href="#">108</a>	SUPPLEMENT to NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> <i>Supplemental Request for Judicial Notice</i> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibit)(Marquart, Jaime) (Entered: 10/17/2016)
10/17/2016	<a href="#">109</a>	DECLARATION of William J. Aho in support of VidAngel's Opposition to Plaintiffs' Motion for Preliminary Injunction NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 10/17/2016)
10/17/2016	<a href="#">110</a>	DECLARATION of Neal Harmon in opposition to NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> <i>Supplemental Declaration of Neal Harmon</i> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 10/17/2016)
10/20/2016	111	(IN CHAMBERS) ORDER CONTINUING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION (Dkt. No. <a href="#">27</a> ) by Judge Andre Birotte Jr. This Court, on its own motion, hereby CONTINUES the motion hearing date from October 31, 2016 to Monday, November 21, 2016 at 10:00 AM before Judge Andre Birotte Jr. IT IS SO ORDERED. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (cb) TEXT ONLY ENTRY (Entered: 10/20/2016)
10/20/2016	112	(IN CHAMBERS) ORDER CONTINUING SCHEDULING CONFERENCE by Judge Andre Birotte Jr. This Court, on its own motion, hereby CONTINUES the Scheduling Conference previously set for October 31,2016 at 10:00 am to Monday, November 21, 2016 at 10:00 AM before Judge Andre Birotte Jr. IT IS SO ORDERED. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (cb) TEXT ONLY ENTRY (Entered: 10/20/2016)
10/21/2016	<a href="#">113</a>	OBJECTIONS to Declaration (Motion related), <a href="#">109</a> , Declaration (Motion related), <a href="#">110</a> , Objection/Opposition (Motion related), <a href="#">107</a> , Objection/Opposition (Motion related) <a href="#">106</a> , Supplement(Motion related), <a href="#">108</a> ( <i>Objections of Plaintiffs to VidAngel's Surreply and Related Evidentiary Submissions filed in Opposition to Plaintiffs' Motion for Preliminary Injunction</i> ) filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 10/21/2016)
10/21/2016	<a href="#">114</a>	ORDER REGARDING STIPULATION TO SET BRIEFING SCHEDULE FOR PLAINTIFFS' MOTION TO DISMISS AMENDED ANSWER AND COUNTERCLAIMS AND TO CONTINUE SCHEDULING CONFERENCE FROM OCTOBER 31, 2016 TO DECEMBER 19, 2016 by Judge Andre Birotte Jr, re Stipulation to Continue, <a href="#">100</a> . (Rule 26 Meeting Report due by 12/5/2016. Scheduling Conference continued to 12/19/2016 at 10:00 AM before Judge Andre Birotte Jr.) The Motion to

		Dismiss shall be noticed for hearing December 19, 2016, at 10:00 am.(Responses due by 11/15/2016, Replies due by 12/5/2016.) (mrgo) (Entered: 10/24/2016)
10/24/2016	<a href="#">115</a>	DECLARATION of Josh McDowell in support of VidAngel's Opposition to Plaintiffs' Motion for Preliminary Injunction NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 10/24/2016)
10/26/2016	<a href="#">116</a>	STIPULATION for Hearing re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order)(Klaus, Kelly) (Entered: 10/26/2016)
10/27/2016	<a href="#">117</a>	EX PARTE APPLICATION to Supplement Request for Judicial Notice re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Supplement Request for Judicial Notice, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Exhibit B, # <a href="#">4</a> Declaration of Kelly M. Klaus, # <a href="#">5</a> Proposed Order, # <a href="#">6</a> Notice of Lodging) (Klaus, Kelly) (Entered: 10/27/2016)
10/27/2016	<a href="#">118</a>	ORDER REGARDING PLAINTIFFS' APPLICATION TO FILE UNDER SEAL: <a href="#">1</a> UNREDACTED VERSION OF PLAINTIFFS' MOTION TO DISMISS; <a href="#">2</a> UNREDACTED VERSION OF PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE AND EXHIBITS 4 AND 5 THERETO; by Judge Andre Birotte Jr: <a href="#">101</a> . Based on Plaintiff's Application, and good cause appearing therefrom, Plaintiffs' Application is GRANTED. (bp) (Entered: 10/27/2016)
10/28/2016	<a href="#">119</a>	SEALED DOCUMENT ( <i>Plaintiffs' Motion to Dismiss, Request for Judicial Notice and Exhibits 4 and 5 thereto</i> ) re APPLICATION to file document under seal <a href="#">101</a> , Order on Motion for Leave to File Document Under Seal, <a href="#">118</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Request for Judicial Notice, # <a href="#">2</a> Exhibit 4 to Request for Judicial Notice, # <a href="#">3</a> Exhibit 5 to Request for Judicial Notice)(Klaus, Kelly) (Entered: 10/28/2016)
10/28/2016	<a href="#">120</a>	PROOF OF SERVICE filed by Plaintiff Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re EX PARTE APPLICATION to Supplement Request for Judicial Notice re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> <a href="#">117</a> served on October 28, 2016. (Bennett, Allyson) (Entered: 10/28/2016)
10/28/2016	<a href="#">121</a>	PROOF OF SERVICE filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re Sealed Document,, <a href="#">119</a> served on Oct. 28, 2016. (Klaus, Kelly) (Entered: 10/28/2016)
10/28/2016	<a href="#">122</a>	MINUTE ORDER IN CHAMBERS by Judge Andre Birotte Jr re: EX PARTE APPLICATION to Supplement Request for Judicial Notice re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> <a href="#">117</a> . Should VidAngel choose to oppose this application, the Court ORDERS that counsel file their opposition no later than 5:00 p.m. on Monday, October 31, 2016. (mrgo) (Entered: 10/28/2016)
10/28/2016	<a href="#">123</a>	ORDER REGARDING HEARING DATE ON PLAINTIFFS MOTION FOR PRELIMINARY INJUNCTION by Judge Andre Birotte Jr, re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> . IT IS HEREBY ORDERED THAT: The hearing on Plaintiffs' Motion for Preliminary Injunction (Dkt.

		27) shall be moved from November 21, 2016, at 10:00 a.m., to November 14, 2016, at 10:00 a.m. (mrgo) (Entered: 10/28/2016)
10/31/2016	<a href="#">124</a>	OPPOSITION to EX PARTE APPLICATION to Supplement Request for Judicial Notice re NOTICE OF MOTION AND MOTION for Preliminary Injunction re VidAngel . Motion <a href="#">27</a> <a href="#">117</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Declaration of Jaime Marquart in support of VidAngel's Response to Plaintiffs' Ex Parte Application for Leave to File Supplemental Request for Judicial Notice)(Marquart, Jaime) (Entered: 10/31/2016)
11/01/2016	<a href="#">125</a>	ORDER by Judge Andre Birotte Jr: granting <a href="#">117</a> EX PARTE APPLICATION to Supplement Request for Judicial Notice re NOTICE OF MOTION AND MOTION for Preliminary Injunction re Vid Angel. IT IS HEREBY ORDERED that Plaintiffs Ex Parte Application for Leave to File Supplemental Request for Judicial Notice in Support of Motion for Preliminary Injunction is GRANTED. Plaintiffs are permitted to file a supplemental request for judicial notice in support of their Motion for Preliminary Injunction, and the Supplemental Request for Judicial Notice concurrently filed with Plaintiffs ex parte application is deemed filed and served as of the date of this Order. (shb) (Entered: 11/01/2016)
11/09/2016	<a href="#">126</a>	NOTICE OF MOTION AND MOTION for Leave to file Amicus Brief filed by Amicus Curiae John Hostettler, Spencer Bachus. Motion set for hearing on 11/14/2016 at 10:00 AM before Judge Andre Birotte Jr. (Attachments: # <a href="#">1</a> Memorandum, # <a href="#">2</a> Proposed Order) (Attorney William A Delgado added to party John Hostettler(pty:mov), Attorney William A Delgado added to party Spencer Bachus(pty:mov)) (Delgado, William) (Entered: 11/09/2016)
11/10/2016	<a href="#">127</a>	APPLICATION of Non-Resident Attorney Susanna F. Fischer to Appear Pro Hac Vice on behalf of Movants Spencer Bachus, John Hostettler (Pro Hac Vice Fee - Fee Paid, Receipt No. 0973-18872193) filed by Amici Curiae Spencer Bachus, John Hostettler. (Attachments: # <a href="#">1</a> Certificate of Good Standing, # <a href="#">2</a> Proposed Order) (Delgado, William) (Entered: 11/10/2016)
11/10/2016	<a href="#">128</a>	MINUTES (IN CHAMBERS) Order DENYING Motion for Leave to File Amicus Brief in Opposition to Plaintiffs' Motion for Preliminary Injunction by Judge Andre Birotte Jr.: The amicus brief and motion of former U.S. Representatives John Hostettler and Spencer Bachus were filed on 11/9/2016, more than 30 days after the principal briefs were filed in this matter. Therefore the motion for leave to file an amicus brief in opposition to Plaintiffs' motion for preliminary injunction <a href="#">126</a> is denied as untimely. Court Reporter: N/A. (gk) (Entered: 11/10/2016)
11/14/2016	129	(IN CHAMBERS) ORDER DEEMING MOVANTS SPENCER BACHUS, JOHN HOSTETTLERS' APPLICATION TO APPEAR PRO HAC VICE AS MOOT (DKT. 127)] by Judge Andre Birotte Jr.: In light of the Courts Order DENYING Motion for Leave to File Amicus Brief (Dkt. 128), the APPLICATION is MOOT. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (iv) TEXT ONLY ENTRY (Entered: 11/14/2016)
11/14/2016	<a href="#">130</a>	APPLICATION for Refund of Fees Paid filed by Movants Spencer Bachus, John Hostettler. (Delgado, William) (Entered: 11/14/2016)
11/14/2016	<a href="#">131</a>	MINUTES OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION <a href="#">27</a> <a href="#">33</a> Hearing held before Judge Andre Birotte Jr. The Court having carefully considered the papers and the evidence submitted by the parties, and having heard the oral argument of counsel, hereby takes the motion under submission. Court Reporter: Chia Mei Jui. (lom) (Entered: 11/15/2016)

11/15/2016	<a href="#">132</a>	MEMORANDUM in Opposition to NOTICE OF MOTION AND MOTION to Dismiss First Amended Counterclaims <a href="#">103</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Blecher, Maxwell) (Entered: 11/15/2016)
11/21/2016	<a href="#">133</a>	STIPULATION for Discovery as to Further Discovery and Initial Disclosures filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order)(Klaus, Kelly) (Entered: 11/21/2016)
11/22/2016	<a href="#">134</a>	ORDER REGARDING FURTHER DISCOVERY AND INITIAL DISCLOSURES by Judge Andre Birotte Jr.: Upon Stipulation <a href="#">133</a> , IT IS HEREBY ORDERED that neither party will serve additional discovery (on each other or on third parties) before 12/19/2016. The deadline for making initial disclosures pursuant to Rule 26(a)(1) also shall be extended to 12/19/2016. Nothing in this Order precludes either side from requesting or opposing a further stay of discovery pending the Court's resolution of the Motion for a Preliminary Injunction or the Motion to Dismiss. (gk) (Entered: 11/23/2016)
12/05/2016	135	NOTICE TO PARTIES by District Judge Andre Birotte Jr. Effective December 12, 2016, Judge Birotte will be located at the 1st Street Courthouse, COURTROOM 7B on the 7th floor, located at 350 W. 1st Street, Los Angeles, California 90012. All Court appearances shall be made in Courtroom 7B of the 1st Street Courthouse, and all mandatory chambers copies shall be hand delivered to the judge's mail box outside the Clerk's Office on the 4th floor of the 1st Street Courthouse. The location for filing civil documents in paper format exempted from electronic filing and for viewing case files and other records services remains at the United States Courthouse, 312 North Spring Street, Room G-8, Los Angeles, California 90012. The location for filing criminal documents in paper format exempted from electronic filing remains at Edward R. Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Room 178, Los Angeles, California 90012. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (rrp) TEXT ONLY ENTRY (Entered: 12/05/2016)
12/05/2016	<a href="#">136</a>	APPLICATION to file document <i>Plaintiffs' Reply in support of Motion to Dismiss Amended Counterclaims</i> under seal filed by Counter Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Proposed Order, # <a href="#">2</a> Redacted Document Plaintiffs' Reply in support of Motion to Dismiss Amended Counterclaims)(Klaus, Kelly) (Entered: 12/05/2016)
12/05/2016	<a href="#">137</a>	SEALED DECLARATION IN SUPPORT OF APPLICATION to file document <i>Plaintiffs' Reply in support of Motion to Dismiss Amended Counterclaims</i> under seal <a href="#">136</a> filed by Counter Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Unredacted Document Plaintiffs' Reply in support of Motion to Dismiss Amended Counterclaims)(Klaus, Kelly) (Entered: 12/05/2016)
12/05/2016	<a href="#">138</a>	REPLY in support NOTICE OF MOTION AND MOTION to Dismiss First Amended Counterclaims <a href="#">103</a> filed by Counter Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 12/05/2016)
12/05/2016	<a href="#">139</a>	JOINT REPORT Rule 26(f) Discovery Plan filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc.. (Attachments: # <a href="#">1</a> Exhibit A (Plaintiffs' Timetable), # <a href="#">2</a> Exhibit B (VidAngel's Timetable))(Klaus, Kelly) (Entered: 12/05/2016)
12/06/2016	<a href="#">141</a>	ORDER REGARDING PLAINTIFFS' APPLICATION TO FILE UNDER SEAL: UNREDACTED VERSION OF PLAINTIFFS' REPLY IN SUPPORT OF MOTION TO

		DISMISS AMENDED COUNTERCLAIMS by Judge Andre Birotte Jr.: Plaintiffs' Application seeking permission to file under seal information designated as confidential by VidAngel: Unredacted Version of Plaintiffs' Reply in Support of Motion to Dismiss Amended Counterclaims <a href="#">136</a> is GRANTED and IT IS HEREBY ORDERED that the document and portions as stated in this order shall be filed under seal. (gk) (Entered: 12/07/2016)
12/07/2016	<a href="#">140</a>	PROOF OF SERVICE filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re Sealed Declaration in SupportDeclaration, <a href="#">137</a> served on 12/05/2016. (Klaus, Kelly) (Entered: 12/07/2016)
12/08/2016	<a href="#">142</a>	SEALED DOCUMENT <i>Plaintiffs' Reply in support of Motion to Dismiss Amended Counterclaims</i> re APPLICATION to file document <i>Plaintiffs' Reply in support of Motion to Dismiss Amended Counterclaims</i> under seal <a href="#">136</a> , Order on Motion for Leave to File Document Under Seal,, <a href="#">141</a> filed by Counter Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc.(Klaus, Kelly) (Entered: 12/08/2016)
12/08/2016	<a href="#">143</a>	PROOF OF SERVICE filed by Plaintiffs/Counter-Defendants Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc, re Sealed Document, <a href="#">142</a> served on 12/08/2016. (Klaus, Kelly) (Entered: 12/08/2016)
12/12/2016	<a href="#">144</a>	ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION by Judge Andre Birotte Jr.: The Court GRANTS Defendant's Motion for Preliminary Injunction <a href="#">27</a> . Defendants, as well as their officers, employees, attorneys, and those acting in concert with them are temporarily enjoined re Plaintiffs' copyrighted works on DVDs, Blu-ray discs, or any other medium, etc. Plaintiff is ordered to post a bond in the amount of \$250,000. See document for details. (gk) (Entered: 12/12/2016)
12/13/2016	<a href="#">145</a>	TRANSCRIPT for proceedings held on 11/14/16, 10:35 a.m.. Court Reporter/Electronic Court Recorder: Chia Mei Jui, CSR, cmjui.csr@gmail.com, Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Electronic Court Recorder before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Notice of Intent to Redact due within 7 days of this date. Redaction Request due 1/3/2017. Redacted Transcript Deadline set for 1/13/2017. Release of Transcript Restriction set for 3/13/2017. (Jui, Chia) (Entered: 12/13/2016)
12/13/2016	146	NOTICE OF FILING TRANSCRIPT filed for proceedings 11/14/16, 10:35 a.m. re Transcript <a href="#">145</a> THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (Jui, Chia) TEXT ONLY ENTRY (Entered: 12/13/2016)
12/14/2016	<a href="#">147</a>	EX PARTE APPLICATION to Stay pending Appeal or, Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal Order on Motion for Preliminary Injunction, <a href="#">144</a> filed by Defendant and Counterclaimant VidAngel Inc.. (Attachments: # <a href="#">1</a> Declaration of Jaime Marquart in Support of VidAngel, Inc.'s Ex Parte Application to Stay Preliminary Injunction Pending Appeal or, Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal, # <a href="#">2</a> Proposed Order Granting VidAngel, Inc.'s Ex Parte Application to Stay Preliminary Injunction Pending Appeal or, Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal) (Marquart, Jaime) (Entered: 12/14/2016)
12/14/2016	<a href="#">148</a>	NOTICE of Appeal from Order Granting Motion for Preliminary Injunction; Representation Statement filed by Defendant and Counterclaimant VidAngel Inc.. (Attachments: # <a href="#">1</a> Exhibit A to VidAngel, Inc.'s Notice of Appeal from Order Granting

		Motion for Preliminary Injunction; Representation Statement)(Marquart, Jaime) (Entered: 12/14/2016)
12/14/2016	<a href="#">149</a>	NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Defendant and Counterclaimant VidAngel Inc.. Appeal of Order on Motion for Preliminary Injunction, <a href="#">144</a> . (Appeal Fee - \$505 Fee Paid, Receipt No. 0973-19057881.) (Attachments: # <a href="#">1</a> Exhibit A to VidAngel, Inc.'s Notice of Appeal from Order Granting Motion for Preliminary Injunction; Representation Statement)(Marquart, Jaime) (Entered: 12/14/2016)
12/15/2016	<a href="#">150</a>	APPLICATION for Refund of Fees Paid <a href="#">130</a> - referred to Judge for ruling. (rdj) (Entered: 12/15/2016)
12/15/2016	<a href="#">151</a>	NOTICE OF FILING OF PRELIMINARY INJUNCTION BOND PURSUANT TO FRCP 65(C) AND L.R. 65 filed by PLAINTIFFS Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 12/15/2016)
12/15/2016	<a href="#">152</a>	NOTICE of Manual Filing filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc of Original signed, sealed and notarized bond for preliminary injunction. (Klaus, Kelly) (Entered: 12/15/2016)
12/15/2016	<a href="#">153</a>	NOTIFICATION from Ninth Circuit Court of Appeals of case number assigned and briefing schedule. Appeal Docket No. 16-56843 assigned to Notice of Appeal to 9th Circuit Court of Appeals, <a href="#">149</a> as to Appellant VidAngel Inc.. (mat) (Entered: 12/15/2016)
12/15/2016	<a href="#">154</a>	OPPOSITION to EX PARTE APPLICATION to Stay pending Appeal or, Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal Order on Motion for Preliminary Injunction, <a href="#">144</a> <a href="#">147</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Declaration of Rose Leda Ehler, # <a href="#">2</a> Exhibit A, # <a href="#">3</a> Exhibit B, # <a href="#">4</a> Exhibit C, # <a href="#">5</a> Exhibit D, # <a href="#">6</a> Exhibit E, # <a href="#">7</a> Exhibit F, # <a href="#">8</a> Exhibit G, # <a href="#">9</a> Exhibit H, # <a href="#">10</a> Exhibit I, # <a href="#">11</a> Exhibit J)(Klaus, Kelly) (Entered: 12/15/2016)
12/15/2016	<a href="#">163</a>	PRELIMINARY INJUNCTION BOND in the amount of \$250,000.00 posted by Chubb Group of Insurance Companies on behalf of Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. Bond No. 82447302. (gk) (Entered: 12/23/2016)
12/16/2016	<a href="#">155</a>	ORDER by Judge Andre Birotte Jr.: Granting <a href="#">130</a> APPLICATION for Refund of Fees (G-124). (gk) (Entered: 12/19/2016)
12/19/2016	<a href="#">157</a>	MINUTES OF Scheduling Conference and Motion Hearing held before Judge Andre Birotte Jr.: The Court having carefully considered the papers and the evidence submitted by the parties, and having heard the oral argument of counsel, hereby takes the Scheduling Conference and Plaintiffs' Motion to Dismiss VidAngel's First Amended Counterclaims and Strike VidAngel's Affirmative Defense of Copyright Misuse <a href="#">103</a> under submission. Court Reporter: Chia Mei Jui. (gk) (Entered: 12/20/2016)
12/20/2016	<a href="#">156</a>	DECLARATION of Kelly M. Klaus re Response in Opposition to Motion,, <a href="#">154</a> ( <i>Supplemental Declaration of Kelly M. Klaus Regarding VidAngel's Continuing Violation of Preliminary Injunction, Filed in Further Support of Plaintiffs' Opposition to VidAngel's Ex Parte Application for a Stay</i> ) filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B)(Klaus, Kelly) (Entered: 12/20/2016)

12/21/2016	<a href="#">158</a>	DECLARATION of Neal Harmon in Support of VidAngel, Inc.'s Ex Parte Application to Stay Preliminary Injunction Pending Appeal or, Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal EX PARTE APPLICATION to Stay pending Appeal or, Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal Order on Motion for Preliminary Injunction, <a href="#">144</a> <a href="#">147</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Marquart, Jaime) (Entered: 12/21/2016)
12/22/2016	<a href="#">159</a>	NOTICE TO FILER OF DEFICIENCIES in Electronically Filed Documents RE: Notice <a href="#">151</a> . The following error(s) was found: Bond documents are excluded from electronic filing, pursuant to Local Rule 5-4.2. In response to this notice the court may order (1) an amended or correct document to be filed (2) the document stricken or (3) take other action as the court deems appropriate. You need not take any action in response to this notice unless and until the court directs you to do so. (iv) (Entered: 12/22/2016)
12/22/2016	<a href="#">160</a>	TRANSCRIPT ORDER as to Defendant-Counterclaimant VidAngel Inc. for Court Reporter. Court will contact Jamie H. Lee at jamie.lee@strismaher.com with any questions regarding this order. Transcript preparation will not begin until payment has been satisfied with the court reporter. (Stris, Peter) (Entered: 12/22/2016)
12/22/2016	<a href="#">161</a>	EX PARTE APPLICATION for Order to Show Cause re: Why VidAngel Should Not Be Held in Contempt for Violating the Preliminary Injunction Order (Dkt. 144) filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Declaration of Kelly M. Klaus, # <a href="#">2</a> Exhibit A to Klaus Declaration, # <a href="#">3</a> Exhibit B to Klaus Declaration, # <a href="#">4</a> Exhibit C to Klaus Declaration, # <a href="#">5</a> Proposed Order) (Klaus, Kelly) (Entered: 12/22/2016)
12/22/2016	162	REFUND OF \$325.00 made payable on 12/22/2016 to Helen Hsiao for payment made on 11/10/2016 Re: Order on Application for Refund of Fees Paid (G-124) <a href="#">155</a> . (rdj) (Entered: 12/22/2016)
12/23/2016	<a href="#">164</a>	OPPOSITION to EX PARTE APPLICATION for Order to Show Cause re: Why VidAngel Should Not Be Held in Contempt for Violating the Preliminary Injunction Order (Dkt. 144) <a href="#">161</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Attachments: # <a href="#">1</a> Declaration of Neal Harmon in support of VidAngel's Opposition to Plaintiffs' Ex Parte Application, # <a href="#">2</a> Declaration David Quinto in support of VidAngel's Opposition to Plaintiffs' Ex Parte Application, # <a href="#">3</a> Declaration Jarom McDonald in support of VidAngel's Opposition to Plaintiffs' Ex Parte Application) (Marquart, Jaime) (Entered: 12/23/2016)
12/23/2016	<a href="#">165</a>	DECLARATION of Stephen H. Kay, Senior Vice President, General Counsel of Roku, Inc. in opposition to EX PARTE APPLICATION to Stay pending Appeal or, Alternatively, Pending Decision by the Ninth Circuit on Stay Pending Appeal Order on Motion for Preliminary Injunction, <a href="#">144</a> <a href="#">147</a> ( <i>Declaration of Stephen H. Kay filed in support of Plaintiffs' Opposition to VidAngel's Ex Parte Application for a Stay</i> ) filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Klaus, Kelly) (Entered: 12/23/2016)
12/29/2016	<a href="#">166</a>	MINUTES (IN CHAMBERS) Order DENYING Defendant's Ex Parte Application to Stay Preliminary Injunction Pending Appeal Or Alternatively, Pending Decision by the Ninth Circuit On Stay Pending Appeal by Judge Andre Birotte Jr. This matter is before the court on Defendant VidAngel, Inc.'s ("VidAngel") ex parte application <a href="#">147</a> to stay the Court's December 12, 2016 preliminary injunction order granting Plaintiffs' Disney Enterprises, Inc., Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation, and Warner Bros. Entertainment Inc. ("Plaintiffs") Motion for Preliminary Injunction. The Court finds that VidAngel has not shown a likelihood that it will prevail on its appeal, nor has it shown that the balance of hardships tips sharply in its favor or that the public

		interest is best served by a stay. Therefore, the Court DENIES VidAngel's motion for a stay in its entirety. (iv) (Entered: 12/29/2016)
12/29/2016	<a href="#">167</a>	DECLARATION of David Quinto re EX PARTE APPLICATION for Order to Show Cause re: Why VidAngel Should Not Be Held in Contempt for Violating the Preliminary Injunction Order (Dkt. 144) <a href="#">161</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Stris, Peter) (Entered: 12/29/2016)
12/29/2016	<a href="#">168</a>	MINUTE ORDER IN CHAMBERS Order Setting Hearing on Plaintiff's Ex Parte Application Requesting an Order to Show Cause Why Defendant Should Not Be Held in Contempt for Violating the Court's Preliminary Injunction Order by Judge Andre Birotte Jr. The Court hereby sets this matter for hearing on Friday, January 6, 2017 at 10:00 AM. IT IS FURTHER ORDERED THAT that if the Defendant wishes to present further briefing, their papers shall be filed by no later than 5:00 PM on Wednesday, January 4, 2017. Plaintiffs' response, if any, shall be filed by no later than 5:00 PM on Thursday, January 5, 2017. <a href="#">161</a> (rfi) (Entered: 12/29/2016)
01/03/2017	<a href="#">169</a>	DECLARATION of SUPPLEMENTAL DECLARATION OF DAVID QUINTO IN OPPOSITION TO EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE EX PARTE APPLICATION for Order to Show Cause re: Why VidAngel Should Not Be Held in Contempt for Violating the Preliminary Injunction Order (Dkt. 144) <a href="#">161</a> filed by Counter Claimant VidAngel Inc., Defendant VidAngel Inc.. (Baker, Ryan) (Entered: 01/03/2017)
01/04/2017	<a href="#">170</a>	TRANSCRIPT for proceedings held on 12/19/17, 11:13 a.m.. Court Reporter/Electronic Court Recorder: Chia Mei Jui, CSR, cmjui.csr@gmail.com, Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Electronic Court Recorder before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Notice of Intent to Redact due within 7 days of this date. Redaction Request due 1/25/2017. Redacted Transcript Deadline set for 2/6/2017. Release of Transcript Restriction set for 4/4/2017. (Jui, Chia) (Entered: 01/04/2017)
01/04/2017	171	NOTICE OF FILING TRANSCRIPT filed for proceedings 12/19/17, 11:13 a.m. re Transcript <a href="#">145</a> , <a href="#">170</a> THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (Jui, Chia) TEXT ONLY ENTRY (Entered: 01/04/2017)
01/04/2017	<a href="#">172</a>	ORDER from Ninth Circuit Court of Appeals filed re: Notice of Appeal to 9th Circuit Court of Appeals, <a href="#">149</a> filed by VidAngel Inc.. CCA # 16-56843. Appellant's motion to stay the district courts December 12, 2016 order pending appeal is denied. [See document for all details] (mat) (Entered: 01/04/2017)
01/05/2017	<a href="#">173</a>	RESPONSE IN SUPPORT of EX PARTE APPLICATION for Order to Show Cause re: Why VidAngel Should Not Be Held in Contempt for Violating the Preliminary Injunction Order (Dkt. 144) <a href="#">161</a> filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. (Attachments: # <a href="#">1</a> Declaration (Supplemental) of Kelly M. Klaus, # <a href="#">2</a> Exhibit A to Supplemental Klaus Declaration)(Klaus, Kelly) (Entered: 01/05/2017)
01/05/2017	<a href="#">174</a>	NOTICE OF ERRATA filed by Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd LLC, Twentieth Century Fox Film Corporation, Warner Bros Entertainment Inc. correcting Response in Support of Motion, <a href="#">173</a> (Attachments: # <a href="#">1</a> Corrected Plaintiffs' Response in support of Ex Parte Application for an Order to Show Cause Why VidAngel Should Not Be Held in Contempt for Violating the Preliminary Injunction Order)(Klaus, Kelly) (Entered: 01/05/2017)
01/06/2017	<a href="#">175</a>	MINUTES OF Status Conference Re Ex Parte Application for an Order to Show Cause Why VidAngel Should Not Be Held in Contempt for Violating the Preliminary Injunction

Order held before Judge Andre Birotte Jr.: The Court hereby GRANTS Plaintiffs' Ex Parte Application [161](#) for the reasons stated on the record. The Court holds VidAngel, Inc. in civil contempt of court and finds that an award of reasonable attorney's fees is justified in this matter. The Court awards \$10,231.20 in U.S. dollars to Plaintiffs' counsel. VidAngel shall pay this amount to Plaintiffs' counsel on or before 2/6/2017. Court Reporter: Nichole Forrest. (gk) (Entered: 01/06/2017)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
01/11/2017 15:44:50			
<b>PACER Login:</b>	jamie.lee725:4867159:4867253	<b>Client Code:</b>	00107-003
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	2:16-cv-04109-AB-PLA End date: 1/11/2017
<b>Billable Pages:</b>	27	<b>Cost:</b>	2.70