

**No. 16-56843**

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

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VIDANGEL, INC.,

*Defendant-Appellant,*

v.

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

*Plaintiffs-Appellees.*

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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

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**APPELLANT'S APPENDIX**

**VOLUME 2 OF 3**

**(Pages 291-572)**

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20 UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA  
22 WESTERN DIVISION

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

27 Plaintiffs,

28 vs.

CASE NO. 16-cv-04109-AB (PLAx)

**SUPPLEMENTAL DECLARATION  
OF NEAL HARMON IN  
OPPOSITION TO MOTION FOR  
ENTRY OF PRELIMINARY  
INJUNCTION**

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VIDANGEL, INC.,  
Defendant.

Judge: Hon. André Birotte Jr.  
Date: October 31, 2016  
Time: 10:00 a.m.  
Courtroom: 4  
Trial Date: None Set

VIDANGEL, INC.,  
Counterclaimant,  
vs.  
DISNEY ENTERPRISES, INC.;  
LUCASFILM LTD. LLC;  
TWENTIETH CENTURY FOX FILM  
CORPORATION; AND WARNER  
BROS. ENTERTAINMENT, INC.,  
Counterclaim Defendants.

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1 I, Neal Harmon, declare:

2 1. I am a founder and the Chief Executive Officer of defendant and  
3 counterclaimant VidAngel, Inc. (“VidAngel”). I submit this supplemental  
4 declaration in support of VidAngel’s Memorandum of Points and Authorities in  
5 Opposition to Plaintiffs’ Motion for Preliminary Injunction. I have personal  
6 knowledge of the facts set forth herein and, if called as a witness, I could and would  
7 testify competently thereto.

8 2. On October 14, 2016, Congresswoman Mia B. Love sent me a letter in  
9 which she stated: “I am writing to express my view that motion picture content  
10 filtering services are very much in the public interest . . . [and] that the availability  
11 of such services is consistent with Congressional intent in passing the Family Movie  
12 Act: to facilitate parental control over the content viewed by their children in their  
13 own homes.” Congresswoman Love also explained that, “[the] Family Movie Act  
14 thus seeks to immunize any service that satisfies its requirements from claims  
15 brought under any other provision of either the Copyright Act or the Lanham  
16 Trademark Act.” She additionally explained that, “As a Member of Congress, I  
17 believe that motion picture content filtering services provide an important public  
18 benefit and correspond with the objectives of the Family Movie Act by allowing  
19 parents to protect their families from content that they consider inappropriate.” A  
20 true and correct copy of Congresswoman Love’s letter is attached as Exhibit A.

21 3. I also wish to address contentions made in Disney’s Reply  
22 Memorandum regarding ClearPlay’s service. Disney argues that ClearPlay offers a  
23 satisfactory filtering service for content streamed to Google Play users. (Reply  
24 Memorandum at pp. 2, 11.) That is untrue.

25 4. ClearPlay’s service relies on the YouTube streaming platform owned  
26 by Google. As one would expect, that platform can be used only by Google Play  
27 customers and is thus of no use to the vast majority of American families who are  
28

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1 not Google Play customers. It is also very difficult to use. Attached as Exhibit B is  
2 a true and correct copy of a printout made by a VidAngel employee acting under my  
3 supervision reflecting her inability to get ClearPlay’s filtered streaming service to  
4 work.

5 5. To use the YouTube platform, ClearPlay must accept both the Google  
6 Play and YouTube terms of service. However, as VidAngel has learned the hard  
7 way, providing a service that filters content streamed by Google Play users violates  
8 the Google Play and YouTube terms of service. In December 2013, when VidAngel  
9 pioneered a model nearly identical to ClearPlay’s service, Google notified VidAngel  
10 that its filtering technology violated YouTube’s terms of service, which prohibit the  
11 filtering of content. As I explained in my initial declaration, paragraphs 8-16,  
12 Google modified its Chromecast device to prevent VidAngel from filtering content  
13 paid for by Chromecast users after the studios put Google on notice that it violated  
14 their terms of service to the extent it allowed third parties to filter content they  
15 provided.

16 6. Notwithstanding Disney’s suggestion that ClearPlay is employing a  
17 permissible means to filter streamed content, ClearPlay provides that service  
18 without any consent or license from the studios and without paying the studios  
19 anything. As might be expected, Disney has done nothing to enable ClearPlay’s  
20 filtering service. Moreover, ClearPlay is living on borrowed time. When Disney’s  
21 litigation with VidAngel is concluded, Disney will be free to invoke its terms of  
22 service to force Google to put an end to ClearPlay’s service. Indeed, Disney  
23 previously sued ClearPlay over its primary filtering technology--one that the  
24 Register of Copyrights termed lawful. The judge in that action dismissed Disney’s  
25 claims after the Family Movie Act took effect. Because its service filters streamed  
26 content in violation of the Google Play and YouTube terms of service, ClearPlay’s  
27 current model is not a long term option for providing the public with access to  
28

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1 filtered streamed content.

2 7. Still further, due to constraints imposed by Disney and the other MPAA  
3 studios and the implementation of ClearPlay’s technology, ClearPlay is limited in  
4 the availability and quality of movies it can offer to consumers. ClearPlay  
5 technology cannot work on approximately 9.2% of the entire Google Play movie  
6 database as to which studios prevent embedding on YouTube. This means that  
7 ClearPlay customers cannot even filter hundreds of the most popular movies in  
8 Google’s library, including many of Disney’s most popular movies: *Captain*  
9 *America: Winter Soldier*, *Marvel’s The Avengers*, *Tron Legacy*, *Iron Man 3*,  
10 *Secretariat*, *Guardians of the Galaxy*, and the entire *Star Wars* collection.  
11 ClearPlay’s movie selection is further limited by its refusal to filter films with “too  
12 much content,” leading to unmet customer demand.

13 8. ClearPlay’s service is also incompatible with most devices and  
14 platforms. The studios’ distribution agreements prohibit the use of ClearPlay apps  
15 on modern devices, including Roku, Apple TV, Chromecast, FireTV, Android TV,  
16 Xbox, iOS, and Android.

17 9. ClearPlay is additionally technologically prohibited from filtering  
18 content on Netflix, iTunes, Hulu, Amazon Prime, Vudu, and HBO Go, meaning a  
19 wide array of popular television shows are completely unavailable on its filtering  
20 service.

21 10. ClearPlay users can stream filtered content only through computer web  
22 browsers. As a result, ClearPlay is unable to provide the public with access to  
23 filtered streamed content on most popular devices and platforms. Moreover,  
24 ClearPlay users can filter only standard-definition (SD) content despite the public’s  
25 growing demand for high-definition (HD) and Blu-ray content.

26 11. Disney’s further claim that ClearPlay users can filter content streamed  
27 to their televisions using Google’s Chromecast or Apple TV is misleading.  
28

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1 ClearPlay users must use a process called “mirroring” to watch filtered content  
2 using the Chromecast or Apple TV. “Mirroring” results in a poor viewing  
3 experience that often provides very choppy playback and drops video frames. Even  
4 ClearPlay acknowledges these shortcomings on its company blog: “We have seen  
5 some slowness with the video playing (sic) on the TV when mirroring.” Attached as  
6 Exhibit B is a true and correct copy of a screenshot of the ClearPlay blog post.

7 12. Based on my review of ClearPlay customer complaints, the most  
8 frequent complaint is that ClearPlay’s filters often stop working. Tellingly,  
9 ClearPlay customer complaints include the following:

- 10 a. “I owned the DVD player years ago and had lots of technical trouble  
11 with it. I recently signed up again so that I could try their streaming  
12 system, but found that their streaming options are very limited. I'm  
13 trying to cancel now. They will only cancel if you phone them AND  
14 I HAVE BEEN ON HOLD FOR 15 MINUTES TRYING TO  
15 CANCEL. DO NOT BUY!”
- 16 b. “Let me start to say that we really prefer to watch edited videos. In  
17 this, the DVD player works great-- no more language and nudity  
18 and swearing. We love it. Not seamless edits like Family Flix used  
19 to do, but does the job well enough that we don't mind. We wish it  
20 had HDMI output and quality”
- 21 c. Another customer in response to the comment above: “I have had  
22 the same experience as this person and it seems to be a common  
23 thing with the ClearPlay so that is why I now use VidAngel”
- 24 d. “Any reason why your filter takes out the fertilization scenes from  
25 The Martian when Vulgarity is on least? For such an integral part of  
26 the movie I feel as if it shouldn't be filtered at the same level as the  
27 F words in the movie.”  
28

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- e. “The wedding singer takes the Lord's name in vain several times and leaves in several other swear words we had to stop halfway through. Any idea why it was done so poorly?”
- f. “Trying to watch Kingsmen.....ClearPlay not blocking the four letter words---HELP!”
- g. “ClearPlay does not work, after about 4 players we got one that filtered about half the stuff we wanted it to. We were trying to watch a movie one day and we started to hear all kinds of profanity-i think my little brother learned about 4 new words”
- h. “This review relates to their proprietary DVD player, filter stick and filter downloading service. The (USB) filter stick simply does not work with the DVD player. The DVD player denies it exists. A replacement stick made no difference. Filter downloads on a second filter stick on a different computer with a different OS and different antivirus protection made no difference. They have weak online service assistance. Their online help says "it's too difficult to put in writing so call us" and their telephone customer service is open only very limited hours in the work day (Mountain time) so it's far from convenient to the average working joe, especially if you live in the Pacific time zone. So, unless you want to skip some work (or waste time on Saturday), you are out of luck. So, I wish it would work, but without a functional filter stick that talks with the DVD player (via its USB port) you are stuck with a mediocre DVD player that will remind you that it doesn't have a working filter when you try to watch a movie, rubbing salt into the wound.”

13. As VidAngel’s COO recently noted in a blog post dated October 4, 2016: “Disney and friends have criticized VidAngel’s choice of ad agency. [They

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1 said] the owners of VidAngel spend money on their own ad agency to enrich  
 2 themselves. Which, to be clear, has nothing to do with the legal case and is simply  
 3 an attempt to smear VidAngel. [The Harmon Brothers] ad agency has created viral  
 4 ads for Squatty Potty, PouPourii, Fiber Fix, Purple, and even presidential  
 5 candidate Gary Johnson (through a Super PAC). Harmon Brothers also helped set a  
 6 Guinness World Record for orchestrating the world’s largest live nativity with The  
 7 Piano Guys. Altogether, Harmon Brothers’ videos have received over 300 million  
 8 views. Harmon Brothers has created a series of successful ads for VidAngel –  
 9 including ‘Paintball,’ ‘Angel and Demon,’ and ‘Game of Thronez’ – and accrued  
 10 over 20 million views of VidAngel ads. Within 10 months after  
 11 VidAngel’s service launched publicly, sales increased by 2,600%. VidAngel and  
 12 Harmon Brothers have always made their relationship public.”

13 14. I also wish to call the Court’s attention to various articles that have  
 14 appeared in the press concerning VidAngel’s service since I filed my initial  
 15 declaration. Attached as Exhibits C-N are true and correct copies of “Upsetting the  
 16 800-Pound Hollywood Gorilla” published by dailycaller.com on October 12, 2016;  
 17 “Hollywood Sues to Stop Parents From Filtering Sex, Profanity in Movies”  
 18 published by the *Washington Examiner* on September 20, 2016; “VidAngel Earns  
 19 Support Amid Legal Battles With Disney, Lucasfilm and More” from KUTV.com  
 20 on September 20, 2016; “Hollywood Sues to Stop Filtering of Offensive Content”  
 21 from *NE News Now* on September 26, 2016; Opinion: “‘Clean Up’ Films, or Clean  
 22 Up Filming?” published by *The Los Angeles Times*; “3 Ways to Watch Movies for  
 23 \$1 With VidAngel” published by *A Purpose Driven Wife—a Christian – Mom of 3 –*  
 24 *Marine Wife & Everything in Between* blog; “The Movie Filtering Site We Love!”  
 25 published by *Raising Arrows: Large Family Homeschooling & Homemaking* blog  
 26 September 23, 2016; “How to Make any Movie Family Friendly” published by  
 27 *Frugally Blonde* blog September 23, 2016; “VidAngel vs. Disney: PTC,  
 28

1 MovieGuide Defend Family-Friendly Streaming Site as Lawful” published by *CP*  
2 *Entertainment*; “Sex, Violence, and Cussing Be Gone” published by *The Christian*  
3 *Post*; “PTC Calls Out Hollywood for (Bleep)” published by *NE News Now*  
4 September 15, 2016; and “Keep Your Kids and Family Safe From Violence and  
5 Profanity on Movies” published by MommyTipz.com, respectively.

6 15. Finally, I wish to call the Court’s attention to the letter written by  
7 Dallin Webb on September 23, 2016 attached as Exhibit P.

8  
9 I declare under penalty of perjury under the laws of the United States of  
10 America that the foregoing is true and correct.

11 Executed on October 17, 2016, at Provo, Utah.

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15 Neal Harmon  
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# EXHIBIT A

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4TH DISTRICT, UTAH

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(202) 225-3011

9067 S. 1300 W., SUITE 101  
WEST JORDAN, UT 84088  
(801) 996-8729

website: [www.love.house.gov](http://www.love.house.gov)

COMMITTEE ON FINANCIAL SERVICES

SUBCOMMITTEE ON  
FINANCIAL INSTITUTIONS

SUBCOMMITTEE ON  
MONETARY POLICY AND TRADE

**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515-4404**

October 14, 2016

Neal Harmon  
Chief Executive Officer  
VidAngel, Inc.  
249 N. University Ave.  
Provo, UT 84601

Dear Mr. Harmon:

I am writing to express my view that motion picture content filtering services are very much in the public interest. Furthermore, I would like to convey that the availability of such services is consistent with Congressional intent in passing the Family Movie Act: to facilitate parental control over the content viewed by their children in their own homes.

Congress passed the Family Movie Act in 2005 (codified at 17 U.S.C. § 110(11) and 15 U.S.C. § 1114(3)) to clarify that existing law allows companies to offer services that filter certain material out of movies for private viewing. The Family Movie Act attempts to balance the rights of all stakeholders. First, it aims to protect studios' economic interests by requiring that consumers buy a lawful copy of any work to be filtered. It also seeks to protect the moral rights of motion picture artists by prohibiting filtering services from making any copy of a filtered work or performing any filtered work publicly. Finally, the act endeavors to allow parents to decide what their children see and hear in the privacy of their homes by establishing requirements for the streaming of filtered content to families without requiring the consent of the copyright holders. The Family Movie Act thus seeks to immunize any service that satisfies its requirements from claims brought under any other provision of either the Copyright Act or the Lanham Trademark Act.

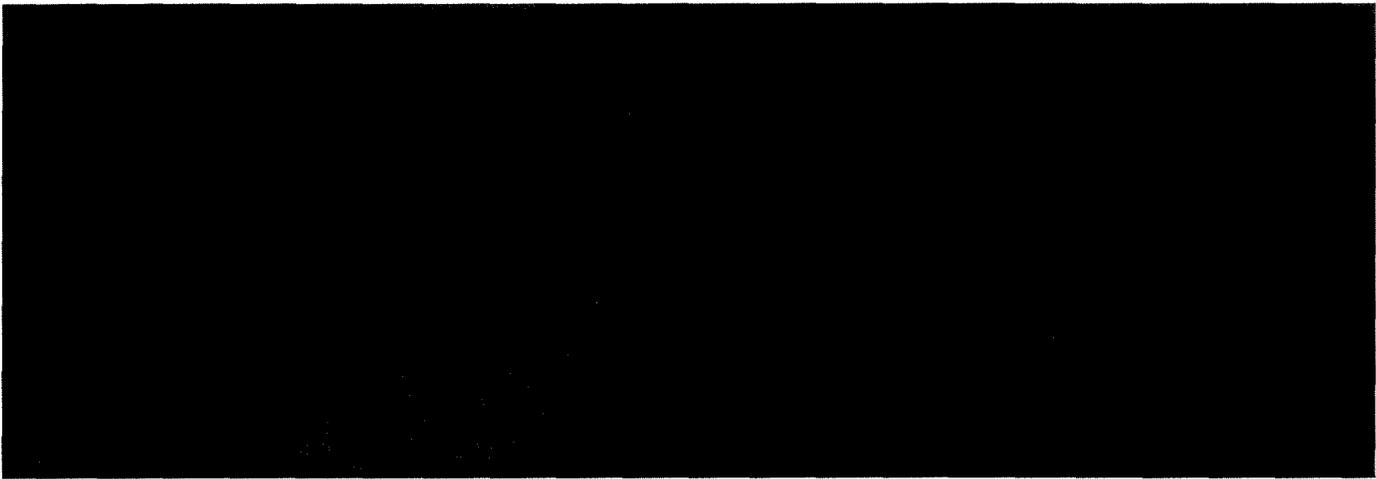
As a Member of Congress, I believe that motion picture content filtering services provide an important public benefit and correspond with the objectives of the Family Movie Act by allowing parents to protect their families from content that they consider inappropriate.

Very truly yours,



Mia B. Love  
Member of Congress

# EXHIBIT B



 CLEARPLAY STREAMING TRIAL

### Create Account

This information is for your ClearPlay sign-in.

**CONTINUE**

[Sign In](#)

Receipt INV00001114 is attached

Inbox x



ClearPlay <ar@clearplay.com>  
to me

11:07 AM (12 minutes ago)

Dear Madeleine Flynn.

See your receipt attached:

Purchase Date: 10/12/2016  
Total Amount: 0.00 USD

Enjoy The Show!



908\_10122016.pdf Open with **Receipt**

 <b>CLEARPLAY</b> ClearPlay, Inc. 291 W 5400 So. Ste. 101 Salt Lake City, UT 84107 1-866-788-6992	Date: 10/12/2016 Receipt #: INV00001114 Account Number: A00000903 Account Information: Madeleine Flynn 245 W 2230 N Apt. 10  Provo Utah 84504 United States  pinkyhuletiki@gmail.com
--	---

CHARGE SUMMARY					
Subscription Identifier	Rate Plan Name	Charge Detail	Subtotal	Tax	TOTAL
A-S00000769	1 Month (free trial - streaming)	Charge Name: Monthly Fee Quantity: 1 Unit Price: \$7.99	\$7.99	\$0.56	\$8.55
A-S00000769	1 Month (free trial - streaming)	Charge Name: 1 Free Month Quantity: 1 Unit Price: 100.00%	(\$7.99)	(\$0.56)	(\$8.55)

RECEIPT TOTALS	
	Subtotal: \$0.00
	Tax: \$0.00
	Total: \$0.00

Page 1 / 1

Invalid Login

### Returning Customer?

\*E-mail: pinkyhulatiki@gmail.com

\*Password:

Remember Password:

Login

Reset ClearPlay Password

Inbox



**ClearPlay Support** <care@clearplay.com>  
to me

11:12 AM (8 minutes ago)

**Reset Your Password**

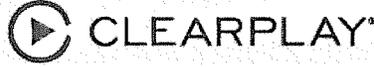
**\*\*\*Follow the URL below to reset your password\*\*\***

<http://www.clearplay.com/forgetcredentials/default.aspx?account=cGlua3lodWxhdGiraUBnbWFpbC5jb20=&loginpage=1>

Please call Customer Support at [866-788-6992](tel:866-788-6992) if you have a problem resetting your password.

Sincerely,  
Your ClearPlay Support Team

The information in this email is confidential. We do not ask for your password by email.



## Reset Password

pinkyhulatiki@gmail.com

\*\*\*\*\*

\*\*\*\*\*

Reset

Enter your new password and press the "Reset" button.

©Copyright 2016 ClearPlay, Inc.

Server Error in '/' Application.

*Object reference not set to an instance of an object.*

**Description:** An unhandled exception occurred during the execution of the current web request. Please review the stack trace for more information about the error and where it originated in the code.

**Exception Details:** System.NullReferenceException: Object reference not set to an instance of an object.

**Source Error:**

The source code that generated this unhandled exception can only be shown when compiled in debug mode. To enable this, please follow one of the below steps, then request the URL:

1. Add a "Debug=true" directive at the top of the file that generated the error. Example:

```
<% Page Language="C#" Debug="true" %>
```

or:

2) Add the following section to the configuration file of your application:

```
<configuration>
  <system.web>
    <compilation debug="true"/>
  </system.web>
</configuration>
```

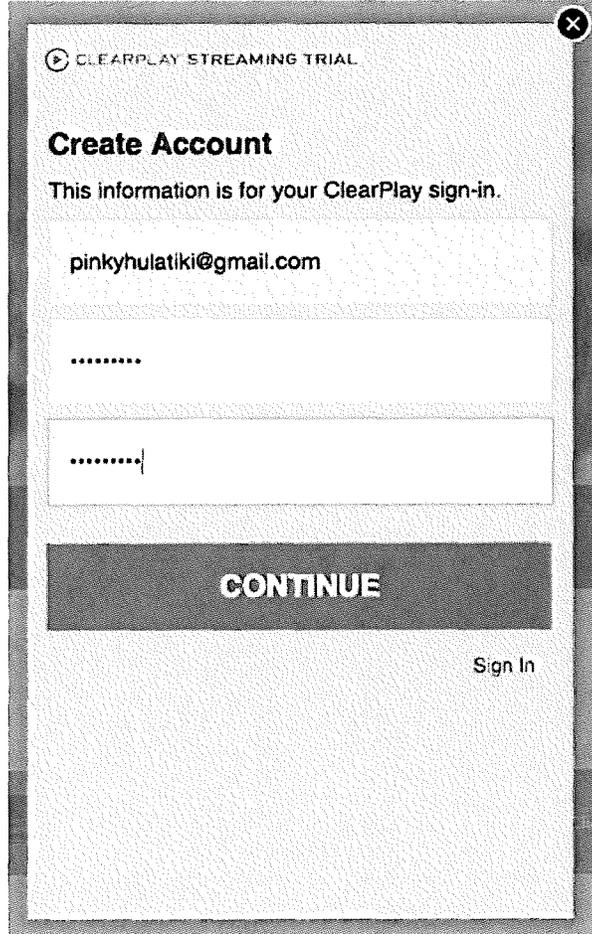
Note that this second technique will cause all files within a given application to be compiled in debug mode. The first technique will cause only that particular file to be compiled in debug mode.

**Important:** Running applications in debug mode does incur a memory/performance overhead. You should make sure that an application has debugging disabled before deploying into production scenario.

**Stack Trace:**

```
{NullReferenceException: Object reference not set to an instance of an object.}
  Forgot_Credentials.Button2_Click(Object sender, EventArgs e) +256
  System.Web.UI.WebControls.Button.OnClick(EventArgs e) +114
  System.Web.UI.WebControls.Button.RaisePostBackEvent(String eventArgument) +139
  System.Web.UI.Page.RaisePostBackEvent(IPostBackEventHandler sourceControl, String eventArgument) +26
  System.Web.UI.Page.ProcessRequestMain(Boolean includeStagesBeforeAsyncPoint, Boolean includeStagesAfterAsyncPoint) +2980
```

**Version Information:** Microsoft .NET Framework Version 2.0.50727.6441; ASP.NET Version 2.0.50727.6491



Receipt INV00001115 is attached

Inbox x



**ClearPlay** <ar@clearplay.com>  
to me

11:15 AM (4 minutes ago)



Dear Madeleine Flynn.

See your receipt attached:

Purchase Date: 10/12/2016  
Total Amount: 0.00 USD

Enjoy The Show!



INV00001115\_A00...

<p><b>CLEARPLAY</b></p> <p>ClearPlay, Inc. 291 W 5400 So. Ste. 101 Salt Lake City, UT 84107 1-866-788-6992</p>	<p>Date: 10/12/2016 Receipt #: INV00001115 Account Number: A00000904 Account Information: Madeleine Flynn 722 N 200 E Apt. 3</p> <p>Provo Utah 84606 United States</p> <p>pinkyhutatiki@gmail.com</p>
--	---

CHARGE SUMMARY					
Subscription Identifier	Rate Plan Name	Charge Detail	Subtotal	Tax	TOTAL
A-S00000770	1 Month (free trial - streaming!)	Charge Name: Monthly Fee Quantity: 1 Unit Price: \$7.99	\$7.99	\$0.56	\$8.55
A-S00000770	1 Month (free trial - streaming!)	Charge Name: 1 Free Month Quantity: 1 Unit Price: 100.00%	(\$7.99)	(\$0.56)	(\$8.55)

RECEIPT TOTALS	
	<b>Subtotal:</b> \$0.00
	<b>Tax:</b> \$0.00
	<b>Total:</b> \$0.00

Page 1 / 1

Who would you like to contact?

Customer Support

Your Name

Maddy

Phone Number

3608889315

Email Address

pinkyhutatiki@gmail.com

Subject

can't log in.

ClearPlay Product: Unknown

The letters you entered did not match, please try

again:

LeAvPo

**Message**

Hi! I just created an account for a free trial, but now I can't log in. I received the receipt for the free trial. I even tried changing my password, but that didn't work either. How can I log in??

**SUBMIT**

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Search ClearPlay Solutions

Search Results for: "logging in"

Search Results in "All Solutions"

Search Results in "All Solutions" and Subcategories  
No records found

\*Sort by:



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Search for:  \*in All Solutions

[Find ClearPlay Solution](#)

Search ClearPlay Solutions

Search Results for: "login"

Search Results in "All Solutions"

[General Information](#) (1)

Search Results in "All Solutions" and Subcategories  
Score ClearPlay Solution Title  
67% [How do I change my account information?](#)

\*Sort by:    
Related Cases Last Modified Date  
0 6/29/2013



# EXHIBIT C

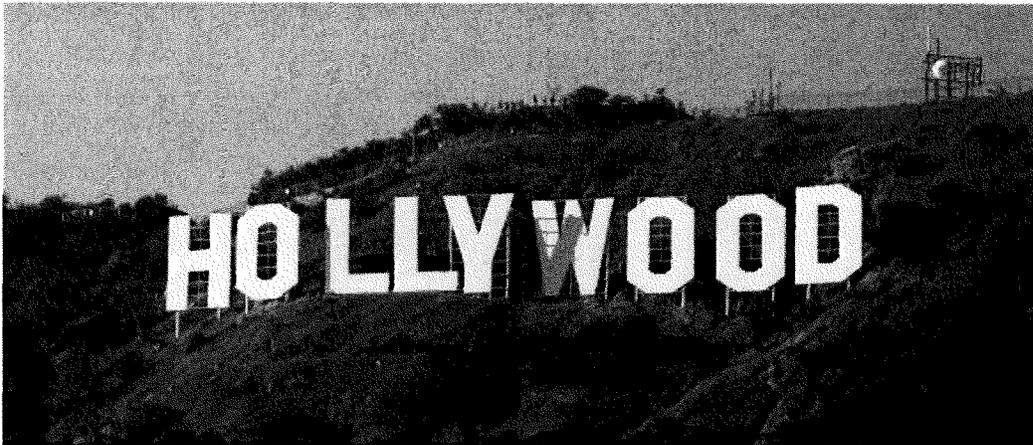
# THE DAILY CALLER

## Upsetting The 800-Pound Hollywood Gorilla



**TIM WINTER**

President, Parents Television Council



It's not often the behemoth that is Hollywood unites against families, but that's precisely what is happening to a company that offers families the ability to filter f-words and other adult content from streamed movies and TV.

Disney, Lucasfilm, 20<sup>th</sup> Century Fox, and Warner Bros. have collectively sued a company called VidAngel which offers those aforementioned filtering capabilities.

Yes, you read that right. Disney doesn't want parents to have the ability to skip past profanity, sex scenes, and graphic violence when their children are watching Disney-produced entertainment.

The crux of VidAngel's business model rests on the Family Movie Act, passed by Congress and signed into law back in 2005, which allows for the creation of technology so parents can filter potentially offensive movie content when they're watching inside their homes.

When Congress passed the Family Movie Act, the legislative intent was crystal clear: to properly balance the legal and reasonable business needs of Hollywood with the strong public interest goals of making content filtering available to American families.

VidAngel has carefully crafted its business operations – at great financial peril to itself – so as to meet the guidelines set forth in the legislation. They are clearly in compliance with both the *spirit and the letter* of the Family Movie Act. And, just as the legislation intended, millions of families who otherwise would not be able to view a film or a program are now able to do so.

Ironically, the VidAngel service actually broadens the market of potential customers for Hollywood's products. And why wouldn't a business want to dramatically expand its own marketplace? Is it really about the sanctity of the creative community's "artwork?"

The studios suing VidAngel must believe that if a standard is good, then a double-standard is twice as good. They are eager to alter or filter content when it suits their own desires.

About a decade ago, NBC secured the broadcast rights to the beloved children's animated series *Veggie Tales*. But when the network aired the program, they removed references to God – despite the program being created by Christian producers who hoped to share Christian values.

And when the television program *Duck Dynasty* was among the most-watched programs every week, "bleeps" were edited into the programming to suggest harsh profanity was being used, even when no actual profanity was being spoken. The network wanted to create the false impression in order to bring more "edginess" to the show, despite the fact that the show was so popular precisely because it was squeaky-clean.

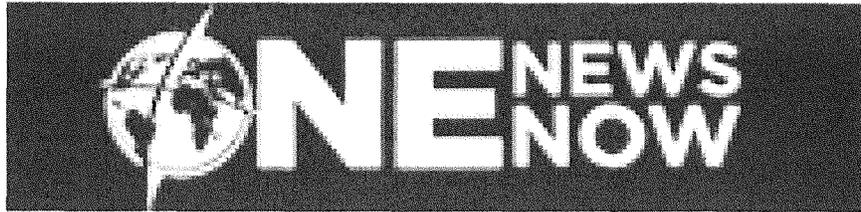
And on every program on every network, promotional materials are placed above or below the program during its broadcast. The "altering" of the producer's "work" occurs all hours of every day on every network. The notion that Hollywood must vigorously prevent content filtering or editing for the sake of the creative community is simply laughable.

A petition to support VidAngel has been started and can be found at [SaveFiltering.com](http://SaveFiltering.com).

VidAngel allows each parent and each family to consume entertainment content inside their home precisely in accord with their personal family standards. If the Hollywood studios convince the Courts to obstruct VidAngel's legitimate and lawful business, American families will be deprived of the very right granted to them by Congress in the Family Movie Act.

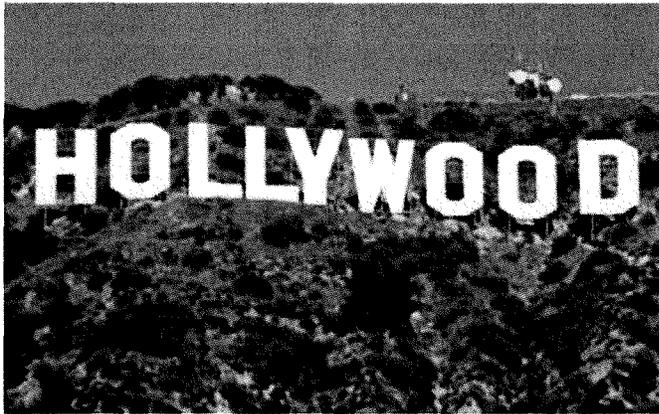
*A former MGM and NBC executive, Tim Winter is president of the Parents Television Council and a member of the California Bar Association.*

# EXHIBIT D



## Hollywood sues to stop filtering of offensive content

Monday, September 26, 2016



**A company specializing in filtering indecent content in movies and television programs is seeing a surge in grassroots support as it faces a legal challenge from movie and broadcast executives in Hollywood.**

Disney, Warner Bros, 20th Century Fox and Lucasfilm are suing [VidAngel](#) – a service that blocks offensive language, nudity, violence and other forms of indecent content from films and TV shows.

The company argues that this type of service is authorized under the 2005 Family Movie Act, and many pro-family groups in agreement. Currently, some two dozen pro-family leaders are standing with VidAngel during this legal battle.

Dan Gainor, who serves with the Media Research Center, says that conservatives were told that Hollywood would work with them about content, but this is apparently not the case.

"They want to ram through whatever content they want, and they expect us not just to accept it, but to shut up about it," Gainor expressed. "And it is outlandish that they would expect families, viewers and customers have no say in what they're allowed to watch."

Gainor explained that the lawsuit from the entertainment industry is based on a rationalization.

"They're using legalism to basically defend what is an indefensible argument – that you're not allowed to avoid the bad stuff we try to jam in there and force feed to your kids," the pro-family advocate told OneNewsNow.

The entertainment and technology expert insists that their argument is obviously not true.

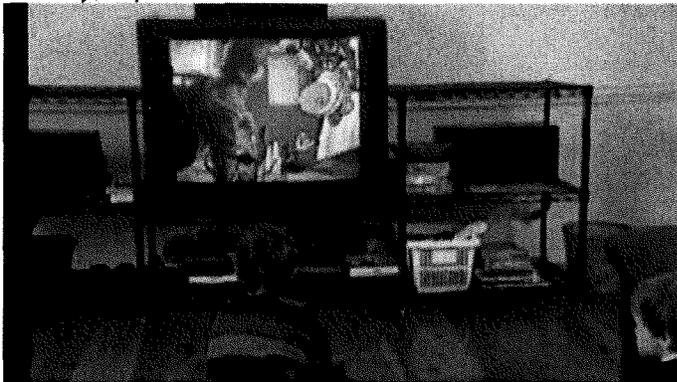
Sony, Universal and MGM chose not to join the lawsuit against VidAngel.

# EXHIBIT E



# VidAngel earns support amid legal battles with Disney, Lucasfilm and more

by Sara Weber  
Tuesday, September 20th 2016



*KUTV file photo*

AA

(KUTV) A Utah-based entertainment platform that allows users to censor content from movies and television shows is garnering support despite its legal troubles with major production companies.

VidAngel, which offers its subscribers the ability to filter nudity, violence and other subject matter they may find offensive, announced Tuesday it has gathered the support of more than 20 leaders from religious and values-based groups like The Parents Television Council and the Media Research Center. It also announced that 57

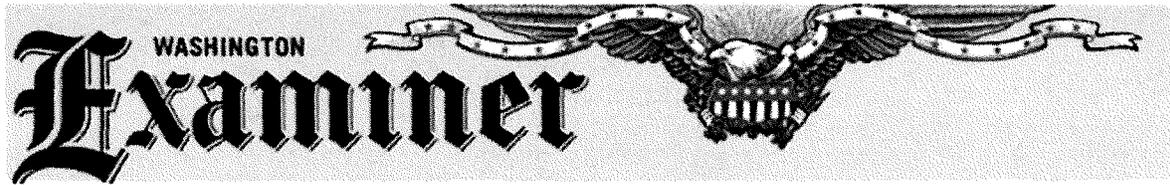
million Americans are likely to use the filtering service, according to a poll conducted by the National Research Group.

“VidAngel offers a service that is critically important,” said Pastor Jim Garlow of San Diego’s Skyline Church. “Our community, which represents thousands of families, cares deeply about being able to make thoughtful decisions about the entertainment they consume in the home.”

But major entertainment entities like Disney, Warner Bros., 20th Century Fox and Lucasfilm have all taken legal action against VidAngel claiming that the service is operating as an illegal streaming service.

VidAngel has since filed a counter lawsuit against the companies for violating antitrust laws and claims its services are protected by the Family Entertainment and Copyright Act of 2005.

# EXHIBIT F



# Hollywood sues to stop parents from filtering sex, profanity in movies

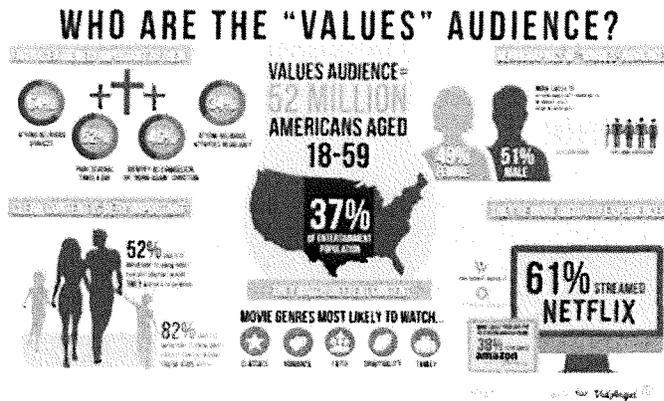
By PAUL BEDARD (@SECRETSBEDARD) • 9/20/16 10:06 AM

An entertainment company that is acting on a 2005 federal law to let parents filter sex, violence and profanity from movies is under attack in Hollywood, drawing support from at least 16 family groups who are threatening to urge a boycott by the 52 million "values audience."

VidAngel, whose motto is "watch movies however the bleep you want," took advantage of the Family Movie Act of 2005 and created a filtering system for users who are eager to watch movies but are concerned about offensive content.

It has a simple model: Consumers buy a full-price movie through its system and choose what words and actions they want filtered out. VidAngel does the work and then streams the movie to the consumer. Then they can buy the movie permanently or pay as little as \$1 for one view.

VidAngel sees it as a win-win for studios. An individual movie is bought for every customer, and more customers are buying because they can filter out the offending language and scenes that would have kept them from watching.



But Hollywood said the model isn't legal, amounts to a cheap streaming system for their products and is angered that the movie industry's art is being tampered with. And it is suing.

The fight has turned into an ugly legal battle, and now many Washington-based family groups are going to bat in court for VidAngel, saying the service is legal under the Family Movie Act.

Media Research Center founder and President Brent Bozell told the *Washington Examiner*, "Hollywood should be applauding VidAngel for saving them consumers who otherwise won't buy their product. Instead, Hollywood is on the warpath against VidAngel. They want families poisoned.

"In effect, Hollywood execs are saying, 'You can only watch our movies if you let us keep all the gratuitous garbage that offends your family.' How reprehensible of Hollywood. Good for VidAngel for fighting Goliath."

Donna Rice Hughes, whose Enough Is Enough group has convinced McDonald's restaurants and others to filter porn from free Internet offered at stores, added, "Protecting youth from pornography and other objectionable online content should be shared by the government, corporate America and the parents.

"It seems to me that VidAngel is making it much easier for parents to be empowered to easily and economically manage the type of film content their children view online."

Whatever the outcome, polling data provided to the *Examiner* shows that millions want to be able to filter movies and TV shows and amount to an enormous market Hollywood is missing.

The survey found that the "values audience" represent 37 percent of the entertainment market, are mostly Christian and have kids. Some 57 percent said it is very important for them to know the content is clean before watching, and 82 percent of parents eager to use a filter system before their children watch.

*Paul Bedard, the Washington Examiner's "Washington Secrets" columnist, can be contacted at [pbedard@washingtonexaminer.com](mailto:pbedard@washingtonexaminer.com)*

# EXHIBIT G

# Los Angeles Times

Opinion

## 'Clean up' films, or clean up filming?

**To the editor:** What about simply not watching films that one already knows have offending scenes and words in them?

That surely would send more of a message (if one feels that it is necessary) than paying someone to first buy, and then somehow censor, and then send you, a questionable film for your viewing.

*Doug Stokes, Duarte*

**To the editor:** I hope that VidAngel does well. It is long overdue for something to be done about Hollywood's debasement of the beautiful English language.

And, yes, many people do not need to be hit over head with how to have sex. We all know about sex — we learn about it in school. How about leaving something to the imagination?

*Rita Burton, Pacific Palisades*

**To the editor:** Instead of an initiative to require performers in adult films to use condoms during sex scenes, how about an initiative that proposes prohibition of filming such sex scenes for public viewing ever?

*Barbara Hill, Anaheim*

# EXHIBIT H

# A Purpose DRIVEN WIFE

A CHRISTIAN • MOM OF 3 • MARINE WIFE  
& everything in between

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## 3 ways to watch movies for \$1 with Vidangel

September 20, 2016 by [Hahorn](#) [Leave a Comment](#)

**Disclaimer:** *This post contains affiliate links*

Family [movie night](#) is a big deal our house. I sometimes have popcorn, we make ice cream floats, and I make delicious homemade pizza. It was a [family activity](#) I did growing up and it was one of the best things about home, that I love. So I want to provide that for my family, create memorable memories for my children to enjoy and they can pass on to their family, just like I'm doing now.

I'm very consistent with it. In the morning I ask the kids what kind of pizza they like, pepperoni, Chicken Alfredo, or Cheese pizza for my husband who doesn't eat meat and so on. Getting movies my children can watch without bad language or bloody violence can be a little difficult and if you LOVE to [save money](#), then this is for you. When I found Vidangel it blessed my soul.

[Let me show you...](#)

[Vidangel](#) is a streaming service where you can watch movies for \$1. I was shocked when I saw this and right away checked it out. I thought it was going to be \$1.09, \$1.25 or even \$1.50...NOPE, just \$1! In addition to that, What's different about all other streaming services is that Vidangel gives you the option to filter out any kind of violence, sex, language, etc. that you don't want your family to watch. You get to pick and choose from the filters in the movie, what you don't want to watch.

<b>New Release Movie Prices</b>	
iTunes	\$3.99
Amazon	\$3.99
Google Play	\$3.99
<b>VidAngel</b> 	<b>\$1.00*</b>

\*per night with sellback

Even when I get to have "Me time" or even date night with hubby, I don't want to get bombarded with language, bloody violence, and drugs, etc. I want to enjoy the movie content without having to cover my eyes or my children eyes. They do this process legally by selling you the moving and giving you the option to sell it back to them. You can watch movies for \$1 on your Computer/Laptop, ipad/iphone or on Roku (This is my personal favorite).

*Check out this video [Vidangel](#) created with a powerful message.*

Here's how it works...

You buy the movie for \$20. You can sell it back to [Vidangel](#) and they will credit your account \$19. You can then use that credit to get another movie or cash out your account. I like to leave it in my account for Friday family movie nights!



STREAMING NOW

**\$ 1**

\*per night with sellback  
156 FILTERS AVAILABLE

**VidAngel** 

Once you put in the filters, you can watch the movie anyway you want. I watched [Captain America: Civil War](#) with some of the filters and I was so into the movie that I forgot I even put in filters for the movie, I couldn't tell. Here is a video below on how you can sign up and get started with watching movies for \$1.



I even had the opportunity to show my children the whole [Star Wars Series](#), starting from the beginning. If you want to start from the beginning, click the link above or if you want to see the recent Start Wars movie, The Force Awakens, Click below.



# EXHIBIT I

# Raising Arrows

Large Family Homeschooling & Homemaking

## The Movie Filtering Site We Love!

Some posts contain affiliate links.

SEPTEMBER 23, 2016 11 COMMENTS

Tonight is Roberts Family Movie Night. We pop popcorn and dredge it in seasonings (my favorite is this all-natural Doritos Seasoning!). We cram onto the big U-shaped couch that came with the house, and we stay up entirely too late, laughing and enjoying a movie together.



As our children have gotten older, it's been harder to find movies that everyone enjoys. Often, we have to watch a "little kid" movie earlier in the evening and switch to a "big kid" movie later on.

I still remember the night my husband rented *Goonies*. He remembered it from his childhood and wanted to share the film with the kids. A few minutes

into the movie it became obvious we would NOT be sharing Goonies with the kids. EEK!

But, then we found VidAngel. I don't even remember how we found out about the site. We joined while it was still in beta and helped make some of the selections that built their first library of films available for filtering. One of those movies was Goonies!

Since that day, we've been loyal fans of VidAngel. We have watched many, many movies that we never would have been able to watch otherwise. Movies that have merit and are worth the watching, but needed some cleaning up so the entire family could enjoy them.

The way that VidAngel works is simple. You "buy" your first movie for \$20. You choose the filters you want on – everything from language to violence to immodesty – and then watch the movie with those things taken out. There is very little disruption to the film, so you aren't getting huge blips and bleeps, just smooth transitions and muted language. (We have our filters preset now, so it doesn't take me very long to go in and check over the filters each time we watch a movie.)

After you watch the movie, you sell the movie back for \$19. That money goes into a credit account on VidAngel. The next time you "buy"/rent a movie, your cost is only \$1 because you have that \$19 credit. And right now, if you sign up and watch a movie, you can then turn around and invite other friends and family to join, and once they rent their very first movie, you receive a \$5 credit to your account, giving you **5 FREE MOVIES!**

**LEARN MORE HERE!**

We have tried several different filtering programs, and VidAngel is by far the best! Plus, you can request movies for their team to filter! Your teens can watch Schindler's List for school without needing to see the nudity. You and your spouse can settle in for a movie night with an action/adventure film that doesn't include any language. Your little ones can be in the same room when a movie is playing because you've already taken out everything that you don't want your family to see!

We haven't decided yet what we'll be watching tonight for Roberts Family Movie Night, but you can be certain it will include a VidAngel movie! Why not join us?!

*And yes, those are links that will give our family a \$5 credit – thank you!*

# EXHIBIT J

# FRUGALLY

Making The Frugal  
Life Fabulous

# Blonde

## How To Make Any Movie Family Friendly

september 23 by julie [4 comments](#)



## *How to make any movie* **Family Friendly**

I remember growing up we would often tape movies and shows on our VCR. Remember those old things? We had taped A Christmas Story, Back to the Future, Pretty Woman, and much more. If I was bored, I could just grab a movie to watch. It was awesome!

As an adult, I love to share movies that my husband and I watched growing up with my son. We love to watch A Christmas Story every year before Christmas. Unfortunately, we kept running into a problem. The movies that we grew up watching were edited for tv. I don't remember actually seeing Doc getting shot in Back to the Future and we were completely shocked at all the things in National Lampoons

Christmas Vacation. Our favorite movies we watched growing up weren't family appropriate.

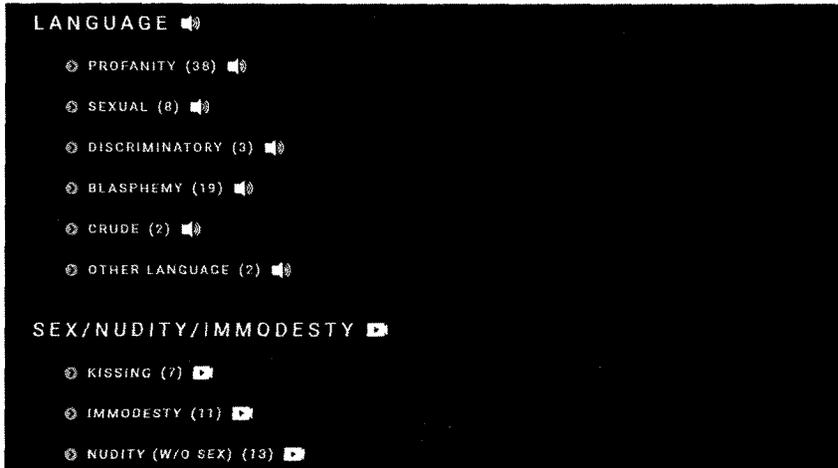
For years we just talked about what we would watch with our son when he was older. Then a few months ago a blogger friend mentioned [VidAngel](#). It's a video streaming service that allows you to edit what you are going to watch. You can edit out swear words, violent scenes, or just about anything else you would want. It is absolutely amazing.

We have used it a few times now to watch movies that I normally wouldn't let my son watch. He loves it because he gets to watch movies he normally wouldn't be allowed to watch, I love it because I can edit out all the things I don't want him to see. You can watch older movies or the movies that just came out. You can see how to make any movie family friendly with [VidAngel](#).

If you haven't signed up with [VidAngel](#) you can sign up for free [here](#). Once you sign up just choose the movie you want to watch and click on add to watchlist. We watched National Lampoon's Family Vacation. It is a movie my husband loved growing up, but it rated R so inappropriate for my 14-year-old.



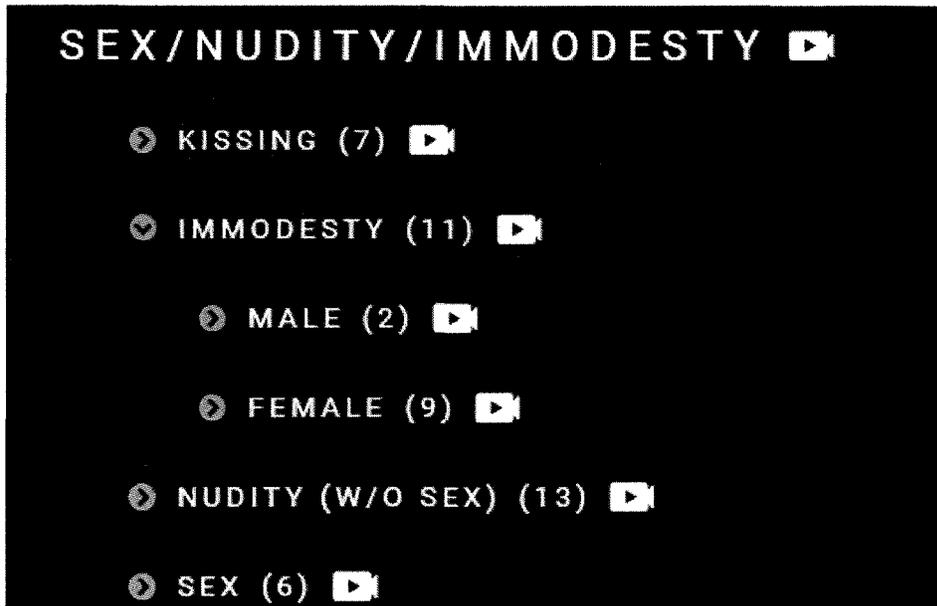
Next, you will want to click on the filters button so you can go through and set all the filters.



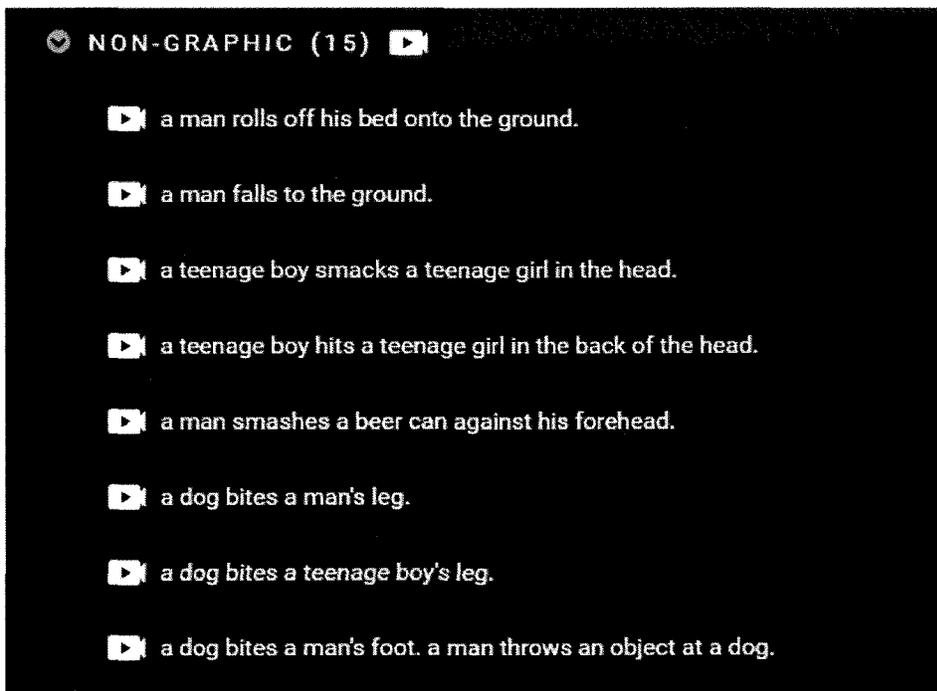
It will list out all of the filters that are available. You can easily go through each one of the categories and choose what works for your family. They have profanity, sexual remarks, blasphemy, crude talk, and discriminatory language edits.



Once you have edited out all the language you can move on to scenes you might find inappropriate. You can have it skip over scenes that show things like nudity.



You can also delete scenes that you may find violent. Each one disappears with just a click. I have noticed that the editing of them is pretty good. My son had no idea a couple of the things even happened.



When you are finished editing the movie it will show you the total number of filters that are in the movie. As you can see, we left a lot of stuff in the movie. Because my kiddo is almost 15 I didn't have a problem with a lot of the stuff in the movie. For me, it is more editing out the curse words.



You can now choose to buy the movie. You will pay \$20 to stream it and get \$19 back when you return it within 24 hours. Just like Redbox, it is \$1 a day. So if you return it two days later it will cost you \$2. Unlike Redbox, you get to do everything at home and don't even have to leave the house. Plus, you can enable all of your own filters.

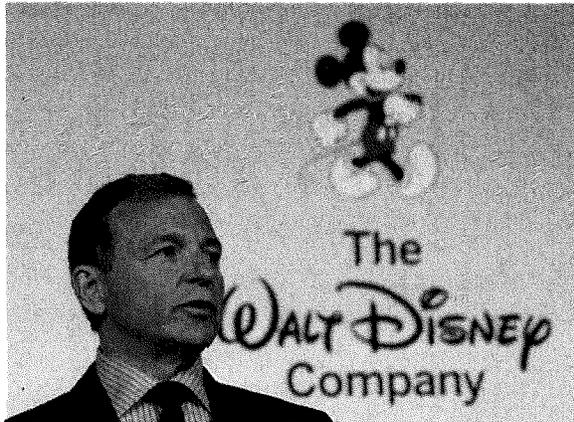
Although I feel like they do a great job of editing the movie without it looking too edited I wouldn't recommend cutting out all of the filters. You probably really don't want your 5 year old watching a rated R movie even if it is edited. I would recommend going down one rating from what you normally would. If you let your child watch PG movies then a PG-13 edited movie should be good.

I love that with [VidAngel](#) we can show our son movies that we enjoyed from our childhood and let him watch movies he normally couldn't see, all for \$1. It's a great way for us to spend a family night for a reasonable price. Has your family tried [VidAngel](#) yet? What did you think?

# EXHIBIT K

# CP ENTERTAINMENT

## **VidAngel vs. Disney: PTC, MovieGuide Defend Family-Friendly Streaming Site as Lawful**



(PHOTO: REUTERS/GARY CAMERON)

Walt Disney Company Chairman and Chief Executive Officer Robert Iger announces Disney's new standards for food advertising on their programming targeting kids and families at the Newseum in Washington, June 5, 2012. REUTERS/Gary Cameron/File Photo

VidAngel, a company that enables the filtering of adult content from TV and movies, is facing a lawsuit from some of the biggest names in film: the Walt Disney Company, Lucasfilms, 20th Century Fox, and Warner Bros. The four industry giants claim that the video streaming service is infringing on its copyrighted material.

According to the [lawsuit](#), Disney and the plaintiffs are suing for copyright infringement and for violation of the Digital Millennium Copyright Act. The plaintiffs also contend that the Utah-based movie filtering service does not have authorization to use its films and has failed to pay for the licensing of titles. The irony is that VidAngel, a company intending to help families filter unwanted content, is being sued by Disney, a film and TV entity known to produce some of the more family-friendly material.

Several highly-regarded TV and film watchdogs are chiming in on the issue.

Asked if he thought VidAngel was pirating content, Parents Television Council (PTC) President Tim Winter was clear about his convictions, telling The Christian Post during an interview on Monday: "The answer is, 'No.' They (VidAngel) are doing it (streaming content) lawfully. They are doing it properly," he said.

"What they're doing is they're actually buying physical copies of the DVDs, and then as a subscriber, you then purchase from them that DVD copy, and then you have the right to stream it because you own it, you

bought it, and then what you are able to do is that you are able to sell it back to VidAngel for part of the purchase price."

Winter told CP that VidAngel's initial point of sale is key. "So it's a very important distinction that the VidAngel procedure is including. It's not just they're taking some movie and streaming it for profit without giving Disney any money. They're actually paying Disney for a copy of the DVD."

The PTC president said Disney's current business structure forces VidAngel to take the risk of paying for thousands of DVDs, not knowing if customers will make a purchase.

Winter added that reselling DVDs was also a big risk. "VidAngel has to buy a bunch of copies and hope that they've estimated correctly about how many that are not going to be reselling."

MovieGuide Founder and Publisher Dr. Ted Baehr, who used to be an attorney in the U.S. Attorney's of the district of New York, also supports VidAngel.

"Something is not a law until a court decides that it's legal or illegal," he told The Christian Post during an interview on Monday.

In VidAngel's case Baehr said, "If you or I buy a DVD we can do anything we want with it because it's ours."

Baehr likened VidAngel's case to his days in law school when there had been a dispute over the airspace between a PanAm building in New York City that had been constructed over Grand Central Station.

"So we were trying to figure out what value was a piece of an apartment hanging in mid-air, full of nothing, over the Grand Central Station ... Now [regarding VidAngel] you're not just talking about a space in the air ... you're now talking about a space — in a space — in a space — in somebody's electronic thought box. It would make 'The Matrix' look like a simple equation."

Baehr's bottom line on VidAngel: "I think from the act, and from the intention, and from the classic point of view, that once you buy something, you can feed it through your shredder, you can do anything you want with it ... "

Baehr, however, is not in total agreement with the services VidAngel offers. "I don't think just whitewashing something or just erasing the foul language is a solution ... There's a point in which VidAngel's work is solutary and beneficial for families. I think it's like seventy or eighty percent beneficial ... "

"The court will make the law when it decides on this case."

Recently, the plaintiffs in the case against VidAngel asked a federal judge to force the video streaming company to shut down its operations while the suit is pending, and has requested a jury trial. VidAngel has filed a countersuit to prove that it is in fact not pirating copyrighted material.

# EXHIBIT L

# THE CHRISTIAN POST

## Sex, Violence, and Cussing Be Gone

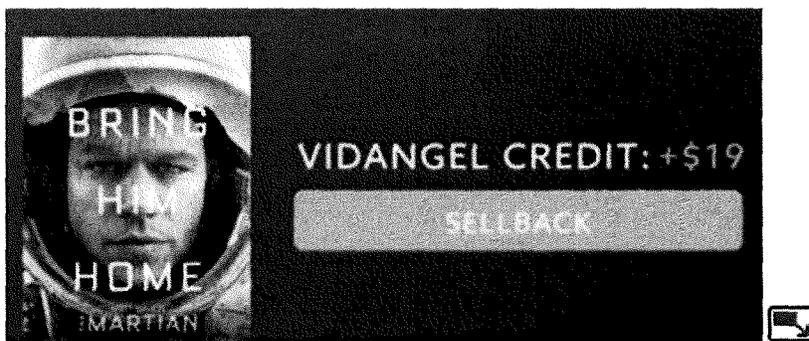
Just what every home needs—an explicit filter on Hollywood. VidAngel takes the garbage out for you—all the bad language and graphic scenes—leaving you with a family-friendly film.

As VidAngel CEO explains, “We created this company because—as parents and consumers—we understand deeply the surging demand for filtering content to suit the needs of families.”



VidAngel has a library of over 2,500 TV and movie titles available—for multiple devices like smartphones, computers, and AppleTV.

The service even allows users to pick their filter strength. The best part is the cost: users purchase the video online for \$20.00 and can sell it back for a credit of \$19.00 if viewed within 24 hours. That's \$1.00 for filtered entertainment.



For families concerned with violence, sex, and foul language, this service alleviates the bad and leaves the good. VidAngel advises consumers if excessive filtering will remove large portions of the movie.

What's not to like? Well, Hollywood doesn't like it. But under the 2005 Family Movie Act, third parties can provide the filtering that Hollywood currently does not. Disney and Warner Bros. among others consider VidAngel's actions to be an "unauthorized" use of film streaming. But so far, it hasn't slowed VidAngel down, and for consumers, it's cheap, clean entertainment. A real deal.

# EXHIBIT M



**MEDIA**

## **PTC calls out Hollywood for (bleep)**

Tuesday, September 15, 2016

Bill Bumpas (OneNewsNow.com)

**The Parents Television Council is calling out Hollywood for its stance against filtered content, saying it is a hypocritical double-standard.**

Disney, Lucasfilm, 20th Century Fox, and Warner Bros. are suing a company that offers families the technology to block out offensive content, such as profanity.

Tim Winter, president of the Parents Television Council, is publically supporting company VidAngel while pointing out the hypocrisy of Hollywood.

He recalls that when NBC secured the rights to "Veggie Tales" about a decade ago, the network edited out references to God. More recently, on A&E's "Duck Dynasty," bleeps were added to portray a harsher program even though profanity wasn't used.



Winter

"Here's an exact opposite position taken by the very same networks that are now suing a company for filtering," Winter argues. "They can filter when they

so choose, but if it's something that they don't to choose then they have a conniption and it's a blatant double-standard."

Winter accuses the Hollywood studios of interfering with VidAngel's business and depriving families of a right that was granted them by Congress in the Family Movie Act.

"Despite Congress's solution," he says, "the TV networks are now trying to resort to the courts to fight for what they want as opposed to what the Congress has passed, what the president has signed into law, and what has been longstanding law for over a decade."

# EXHIBIT N

## MommyTipz.com

# Keep your Kids and Family Safe from Violence and Profanity on Movies

The entertainment industry has evolved greatly in all these years. There has been a lot of difference in the kinds of programmes appearing on television. It is in fact a hot potato today. Apart from educational shows, all that we see on TV today are daily soaps, reality shows, movies, comic serials and other new programmes.

Many a times we tend to associate ourselves with what we watch so much that it affects our daily activities. Therefore, it is important to stay away from unwanted and impractical TV programmes. This can be done by using VidAngel that comes in different Vid Angel rental costs.



**Impact of Visual Media**

We are all so obsessed with television today that we even keep aside important tasks just to watch our favorite shows. Kids these days are so much into television that they know every little detail about the programmes on TV. They quickly learn how it works, the programme schedule and what they are all about. Elders as well as kids get greatly affected by the television programmes and movies today. There are movies and shows that use vulgar and abusive language that kids tend to learn quickly.

Scenes of violence are also shown which leave a bad image of society in the minds of kids and elders. This causes people to stay indoors due to fear of the daily incidents happening around. Kids these days also access the Internet for various purposes. There are many young children who tend to watch adult movies and contents, which is not a good habit. Children take the information in their own ways, resulting in unnecessary gathering of information and a waste of their precious time. They get glued to the television and Internet, ignoring their academics and games.

#### **Safeguard your Kids from Psychological Threat**

In order to keep your kids and entire family away from such unwanted contents, it is important to make use of certain content blockers. VidAngel is one such movie streaming service that is designed to filter out bad contents from movies or TV shows, with legal permission. It lets you choose the filters yourself. You can choose the content you want to watch and hear. It filters vulgar language, scenes, violence, etc. thus letting you watch your favorite movies and shows with family.

The best part of it is that customers can stream contents on their android or Apple devices, web browsers, VidAngel app, Roku, etc. The VidAngel rental fees are also minimal and affordable. It costs only \$1 for streaming in SD and \$2 for streaming in HD. You simply have to register with VidAngel, select your movie and choose the filters. The questionable content will then be removed and you will be provided with the perfect movie or TV show content that you can watch freely with everyone.

So overall, VidAngel is a great service that filters unwanted, harsh, sexual and abusive content for your benefit. Now your family and children will be safe from all the profanity and violence in the entertainment contents.

# EXHIBIT P

September 23, 2016

Dave Vance  
245 N. University Ave  
Provo, UT 84601

Dear Mr. Vance,

My name is Dallin Webb, and I am a student at BYU-Idaho. I hope everything at VidAngel is going well. I've been aware of recent legal issues the business is dealing with against major players in the movie industry. I am writing this letter to show my support in a time where it is more important than ever to stand up to today's conventional wisdom.

Although I have only used your service a few times, I can easily see the positive outcomes it will have in my life, and eventually, my family. Being a part of the LDS community, I have strict standards when it comes to the quality of entertainment, therefore, I am grateful to know of a platform that allows me to stay safe in this increasingly immoral society. Let my voice be heard when I say there is almost nothing more important to me than living in a home that is kept pure and safe from the influences of the world. VidAngel serves as a necessary tool in this regard.

I pay particular interest to organizations and businesses that defy their current conventional wisdom. I myself will likely encounter a variety of adverse reactions as I move into the alternative field of the medical industry. I've read of many examples of how great an effect small groups of people have had on positive change in the world. The group of people at VidAngel and its supporters are no different. Thanks for allowing me to vote with my dollars. I wish you all well this October.

Sincerely,

A handwritten signature in cursive script that reads "Dallin Webb". The signature is written in black ink and is positioned to the left of the typed name and address.

Dallin Webb  
48 W. 2<sup>nd</sup> S. #42  
Rexburg, ID 83440

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20 UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA  
22 WESTERN DIVISION

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

26 Plaintiffs,

27 vs.  
28

CASE NO. 16-cv-04109-AB (PLAx)

**DECLARATION OF WILLIAM J. AHO IN SUPPORT OF VIDANGEL, INC.'S OPPOSITION TO MOTION FOR ENTRY OF PRELIMINARY INJUNCTION**

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VIDANGEL, INC.,  
Defendant.

Judge: Hon. André Birotte Jr.

Date: October 31, 2016

Time: 10:00 a.m.

Courtroom: 4

Trial Date: None Set

VIDANGEL, INC.,  
Counterclaimant,

vs.

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

Counterclaim Defendants.

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1 I, Bill Aho, declare as follows:

2 1. I am a founding partner of, and am an innovation and marketing  
3 consultant for, The SagePoint Group. I make this declaration of my personal and  
4 firsthand knowledge and, if called and sworn as a witness, I could and would  
5 testify competently hereto.

6 2. From 2001 to 2007, I served as the Chief Executive Officer of ClearPlay  
7 Inc. ClearPlay was a pioneer in developing and marketing parental control  
8 technologies for consumer electronics. In particular, it developed a technology  
9 that allowed consumers to filter offensive content from movies recorded on DVDs  
10 played by consumers at home.

11 3. ClearPlay's business model at the time consisted of selling special DVD  
12 players to consumers and charging consumers a monthly service fee. Consumers  
13 who bought our DVD player and paid the monthly fee could insert DVDs they  
14 obtained on their own into the DVD player and could set filters that muted or  
15 skipped specified types of aural or visual content while they watched the DVD on  
16 a television set to which the DVD player was connected.

17 4. One of the most formidable challenges I faced as ClearPlay's CEO was  
18 the active opposition of the motion picture studios and the Directors Guild of  
19 America ("DGA") to ClearPlay's technology that allowed families to filter  
20 inappropriate content from their DVDs played at home.

21 5. In fact, rather than discuss a mutually beneficial agreement or making  
22 any attempt to negotiate, the studios, along with the DGA and individual  
23 directors, chose to sue ClearPlay. During the course of the litigation, I met with  
24 representatives of the studios and the DGA more than 30 times trying to obtain  
25 the studios' and the directors' agreement to permit ClearPlay to provide filtered  
26 content to families for private, in-home viewing. I made no progress and had no  
27 success in coming to any sort of agreement. The studios never offered to permit  
28 ClearPlay to create filters and make the filtered content available to families for  
29 private, in-home viewing on any terms or under any circumstances.

30 6. My response to the studios' lawsuit was to work to get the Family Movie  
31 Act of 2005 ("FMA") enacted. On ClearPlay's behalf, I hired a lobbyist and made  
32 numerous trips to Washington D.C. to meet with members of Congress and their

1 staffs. I primarily worked with Congressman Lamar Smith's office to get the FMA  
2 passed. At the time, Representative Smith was the Chairman of the House  
3 Judiciary Subcommittee on Courts, the Internet, and Intellectual Property. (He  
4 later served as the Chairman of the House Judiciary Committee and is now the  
5 Chairman of the House Science Committee.)

6 7. Although ClearPlay's business model at the time involved selling special  
7 DVD players to consumers who were then required to (i) pay a monthly service  
8 charge whether they watched filtered content that month or not, (ii) obtain  
9 physical DVDs, (iii) set the filter settings themselves, and (iv) watch the filtered  
10 content on a television set connected to the DVD player, everyone working to  
11 enact the FMA recognized that both consumer preferences and technology would  
12 change. Specifically, we recognized that consumers would someday want to have  
13 content filtered and then streamed to them to watch on whatever device might  
14 allow streamed content to be viewed. It was also obvious that consumers would  
15 not want to be inconvenienced by having to shop for physical DVDs or by having  
16 to wait for them to be delivered, but would want to be able to enjoy filtered  
17 content at any time, without delay. For that reason, we made sure that the FMA  
18 included a provision allowing third parties to filter content to consumers'  
19 individual specifications and then stream that filtered content to them. Including  
20 such a provision in the FMA would allow ClearPlay to build a real filtered  
21 streaming solution for its customers.

22 8. When the FMA was enacted, the studios were finally forced to abandon  
23 their lawsuit against ClearPlay. Their suit was dismissed several months after the  
24 FMA took effect in April 2005.

25 9. To my regret, the studios never agreed to enter into a license agreement  
26 with ClearPlay. The primary obstacle to a license was getting agreement from the  
27 DGA and its directors. The DGA's position was that each director should have the  
28 right to approve or refuse any filter.

29 10. I note that only very recently has ClearPlay begun to offer any kind of  
30 filtered streaming service—one which operates without studio/DGA  
31 consent. That service is very limited with respect to the platforms it works on (it  
32 is limited to Google platforms). As a result, consumers must make a myriad of  
33 unpalatable concessions in movie selection, convenience of use and viewing

1 quality to use ClearPlay's filtering feature when streaming movies. These  
2 concessions could be eliminated if licensing options were available through the  
3 studios and/or movie streaming purveyors.

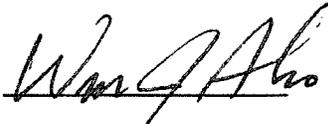
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5 I declare under penalty of perjury of the laws of the United States of  
6 America that the foregoing is true and correct.

7 Executed this 14th day of October, 2016, at Salt Lake City, Utah.

8

9

A handwritten signature in black ink, appearing to read "William J. Aho". The signature is written in a cursive style with a horizontal line underneath the name.

10 William J. Aho

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16  
17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**  
19 **WESTERN DIVISION**

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

23 Plaintiffs,

24 vs.

25 **VIDANGEL, INC.,**  
26 Defendant.

CASE NO. 2:16-cv-04109-AB-PLA

**VIDANGEL, INC.'S AMENDED  
ANSWER AND AFFIRMATIVE  
DEFENSES TO COMPLAINT; AND  
FIRST AMENDED  
COUNTERCLAIMS**

**[DEMAND FOR JURY TRIAL]**

Judge: Hon. André Birotte Jr.  
Courtroom 4

1 VIDANGEL, INC.,  
 2 Counterclaimant,  
 3 vs.  
 4 DISNEY ENTERPRISES, INC.;  
 5 LUCASFILM LTD. LLC;  
 6 TWENTIETH CENTURY FOX FILM  
 CORPORATION; WARNER BROS.  
 7 ENTERTAINMENT, INC., AND  
 DOES 1-100,  
 8 Counterclaim-Defendants.

9 **AMENDED ANSWER**

10 Defendant VidAngel, Inc. (“VidAngel”) hereby answers plaintiffs Disney  
11 Enterprises, Inc., Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation and  
12 Warner Bros. Entertainment, Inc.’s (collectively, “Plaintiffs”) Complaint.

13 **INTRODUCTORY STATEMENT**

14 Plaintiffs’ carefully selected and misleading allegations distort relevant facts  
15 and law.

16 Plaintiffs repeatedly suggest that VidAngel needs their permission to offer a  
17 filtering service, despite Congressional law which expressly authorizes VidAngel’s  
18 service without need for any such consent. In enacting the Family Movie Act  
19 (“FMA”), Congress protected the right of families to filter and view content  
20 according to their personal preferences. This right is codified in Copyright Act  
21 Section 110 (“Limitations on exclusive rights: Exemption of certain performances  
22 and displays”). That section provides that “making imperceptible (*i.e.*, filtering) . . .  
23 at the direction of a member of a private household, of limited portions of audio or  
24 video content of a motion picture [defined to include television programs, as well],  
25 during a performance in or transmitted [*e.g.*, streamed] to that household for private  
26 home viewing, from an authorized copy of the motion picture” does not violate the  
27 Copyright Act. Because the Digital Millennium Copyright Act is part of the  
28 Copyright Act, it is subject to the same exemption. Hence, VidAngel is well within

1 its rights to legally decrypt DVDs and Blu-rays for the purpose of allowing families  
2 to view filtered movies.

3 In asking this Court to impose a consent requirement on VidAngel's filtering  
4 service, Plaintiffs are effectively asking that the Court repeal a federal statute enacted  
5 to protect American families.

6 Plaintiffs further suggest they do not derive financial benefit from VidAngel's  
7 business. In fact, the opposite is true. VidAngel spends one-third of all capital raised  
8 to lawfully purchase thousands of DVD and Blu-ray discs, which are then re-sold to  
9 VidAngel users. Shown below is the manager of VidAngel's storage vault pictured  
10 with lawfully purchased copies of *The Revenant*.



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26 VidAngel's inventory of *The Revenant*, one of over 2,000 titles available

1 The majority of VidAngel’s purchases represent sales that would not occur but for its  
2 filtering service, because most of VidAngel’s customers would not acquire and watch  
3 a particular film without filtering.

4 Plaintiffs’ repeated characterization of VidAngel’s service as a “rental” service  
5 is yet another deliberate mischaracterization. As shown in the picture below, each  
6 disc lawfully purchased by VidAngel is assigned an individual bar code.



VidAngel’s discs are marked with individual bar codes

1 These specific, identifiable discs are re-sold by VidAngel to its customers. Once a  
2 VidAngel customer purchases a disc, that disc is no longer available for sale. The  
3 purchasing customer may request that the physical disc be mailed to him or her or  
4 may allow VidAngel to maintain custody of it. The discs are maintained in a physical  
5 vault, which is kept locked and protected by round-the-clock electronic monitoring.  
6 When a customer purchases one episode of a television show available on a disc  
7 containing multiple episodes, VidAngel cannot sell any other episode for an obvious  
8 reason – the entire disc is in its vault and the entire disc belongs to that one customer.

9       After VidAngel lawfully acquires DVDs for a particular title, it prepares the  
10 DVD’s content for filtering by tagging a digital copy of each film to identify over 80  
11 categories of content – such as profanity, nudity and violence. To use VidAngel’s  
12 service, users must first purchase movies and may view them only after selecting  
13 their desired content filters. Works are filtered as requested by each customer and  
14 transmitted to each household privately, at the direction of a member of the  
15 household. VidAngel never makes a fixed copy of any filtered work. Once a  
16 VidAngel user has viewed a filtered film he or she purchased, the user may, at his or  
17 her option, keep the title or sell it back to VidAngel.

18       VidAngel’s business model is predicated on providing a filtering service in a  
19 completely lawful manner. VidAngel wrote to Plaintiffs and other content owners  
20 over a year ago to describe its service and request feedback regarding any concerns  
21 with respect to copyright or other issues. In those letters, VidAngel promised that if  
22 any of the studios raised an issue with VidAngel’s service, VidAngel would attempt  
23 to modify it to address the purported infirmity. Although neither the Plaintiffs nor  
24 any other copyright owner raised any issue in response to the letters, at least one of  
25 the Plaintiffs signed up for VidAngel’s service shortly after receiving VidAngel’s  
26 letter. Using an alias name, Albert Podrasky, Plaintiff Disney Enterprises, Inc.’s  
27 worldwide anti-piracy head, opened a VidAngel account on August 6, 2015. He then  
28 purchased and sold back numerous DVDs. Plaintiffs Twentieth Century Fox and

1 Time Warner also responded to VidAngel’s offer to meet, but they did not raise any  
2 concerns regarding VidAngel’s model.

3 Plaintiffs disingenuously imply that, following a year of inaction, they have  
4 sued now only because VidAngel changed its business model. (Complaint ¶ 47.)  
5 The truth is that during a 2014 beta test, VidAngel used an earlier business model (a  
6 Google Play “plug-in” and HD Chromecast support), which required Google’s active  
7 assistance. After initially supporting VidAngel, Google notified VidAngel that the  
8 method being tested violated YouTube’s Terms and Conditions and withdrew  
9 Chromecast support. When VidAngel wrote to the Plaintiffs and other studios (in  
10 July 2015), it was already using its current business model, which Mr. Podrasky  
11 began examining early last August. Given their delay, Plaintiffs cannot credibly  
12 argue that VidAngel’s service has irreparably harmed them.<sup>1</sup>

13 Plaintiffs’ complaint is not surprising in light of Plaintiffs’ longstanding  
14 hostility toward any form of filtering under the FMA, as the framers of the FMA  
15 acknowledges in its legislative history. It appears that Plaintiffs also complain  
16 because VidAngel’s service is damaging their relationships with “streaming service  
17 licensees” to whom Plaintiffs have sold lucrative streaming licenses that do not  
18 permit filtered streaming.<sup>2</sup> But Plaintiffs cannot demand a separate license for  
19 filtering their content when doing so is specifically authorized by the FMA, which  
20 Congress enacted to protect the right of families to enjoy the cinematic arts in their

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22 <sup>1</sup> Moreover, courts may not enjoin a technology, such as VidAngel’s, that has  
23 “substantial non-infringing uses.” *Sony Corp. of America v. Universal City Studios,*  
24 *Inc.*, 464 U.S. 417 (1984). Plaintiffs nowhere dispute that VidAngel’s technology has  
25 such uses.

26 <sup>2</sup> In fact, Plaintiffs have interfered with VidAngel’s attempts to partner with  
27 streaming content providers to filter movies. Plaintiffs have also sought to  
28 improperly expand their copyright monopoly, seeking to deprive consumers of their  
right to buy and sell copyrighted works. As alleged in VidAngel’s Amended  
Counterclaims, Plaintiffs should be held accountable for their improper actions.

1 homes while omitting offensive or otherwise objectionable content. VidAngel exists  
2 to provide families a means to implement the spirit and purpose of the FMA. This  
3 Court should protect the FMA and reject Plaintiffs’ renewed effort to render that  
4 important legislation meaningless.

5 **RESPONSES TO SPECIFIC ALLEGATIONS**

6 1. Paragraph 1 contains legal arguments, opinions and conclusions that  
7 require no response. VidAngel otherwise denies the allegations of this paragraph.

8 2. VidAngel admits the image in paragraph 2 appears to be a screenshot  
9 from VidAngel’s website. Additionally, VidAngel admits its users can search for  
10 content by popularity, genre and other categories. Among other things, users can  
11 search for content by a motion picture’s “inspiring score,” which is the average score  
12 given by users on a rating scale of 1 to 100 as to whether a motion picture is  
13 inspiring. VidAngel denies the remaining allegations in this paragraph.

14 3. Paragraph 3 contains legal arguments, opinions and conclusions that  
15 require no response. VidAngel otherwise denies the allegations of this paragraph.

16 4. VidAngel admits the image in paragraph 4 appears to be an  
17 advertisement that previously appeared on VidAngel’s website. Paragraph 4 contains  
18 legal arguments, opinions and conclusions that require no response. VidAngel  
19 otherwise denies the allegations of this paragraph.

20 5. VidAngel admits the images in paragraph 5 appear to be screenshots  
21 from VidAngel’s website. The remainder of this paragraph contains legal arguments,  
22 opinions and conclusions that require no response. VidAngel otherwise denies the  
23 allegations of this paragraph.

24 6. Paragraph 6 contains legal arguments, opinions and conclusions that  
25 require no response. VidAngel otherwise denies the allegations of this paragraph.

26 7. Paragraph 7 contains legal arguments, opinions and conclusions that  
27 require no response. VidAngel otherwise denies the allegations of this paragraph.  
28

1           8.     VidAngel is without sufficient information or knowledge to form a  
2 belief as to the truth of the allegations of paragraph 8.

3           9.     VidAngel is without sufficient information or knowledge to form a  
4 belief as to the truth of the averment that Disney has obtained Certificates of  
5 Copyright Registration for the Copyrighted Works. The remainder of Paragraph 9  
6 contains legal arguments, opinions and conclusions that require no response.  
7 VidAngel otherwise denies the allegations of this paragraph.

8           10.    VidAngel is without sufficient information or knowledge to form a  
9 belief as to the truth of the allegations of paragraph 10.

10          11.    VidAngel is without sufficient information or knowledge to form a  
11 belief as to the truth of the averment that Lucasfilm has obtained Certificates of  
12 Copyright Registration for the Copyrighted Works. The remainder of Paragraph 11  
13 contains legal arguments, opinions and conclusions that require no response.  
14 VidAngel otherwise denies the allegations of this paragraph.

15          12.    VidAngel is without sufficient information or knowledge to form a  
16 belief as to the truth of the allegations of paragraph 12.

17          13.    VidAngel is without sufficient information or knowledge to form a  
18 belief as to the truth of the averment that Fox has obtained Certificates of Copyright  
19 Registration for the Copyrighted Works. The remainder of Paragraph 13 contains  
20 legal arguments, opinions and conclusions that require no response. VidAngel  
21 otherwise denies the allegations of this paragraph.

22          14.    VidAngel is without sufficient information or knowledge to form a  
23 belief as to the truth of the allegations of paragraph 14.

24          15.    VidAngel is without sufficient information or knowledge to form a  
25 belief as to the truth of the averment that Warner Bros. has obtained Certificates of  
26 Copyright Registration for the Copyrighted Works. The remainder of Paragraph 15  
27 contains legal arguments, opinions and conclusions that require no response.  
28 VidAngel otherwise denies the allegations of this paragraph.

1           16. VidAngel admits that it is a Delaware corporation with its principal  
2 place of business at 249 N. University Avenue, Provo, Utah 84601. VidAngel  
3 otherwise denies the allegations of this paragraph.

4           17. VidAngel admits that this Court has subject matter jurisdiction over the  
5 Complaint.

6           18. VidAngel admits that venue is proper in this district.

7           19. VidAngel lacks sufficient information or knowledge to form a belief as  
8 to the truth of the allegations of paragraph 19.

9           20. VidAngel lacks sufficient information or knowledge to form a belief as  
10 to the truth of the allegations of paragraph 20.

11           21. VidAngel lacks sufficient information or knowledge to form a belief as  
12 to the truth of the allegations of paragraph 21.

13           22. VidAngel lacks sufficient information or knowledge to form a belief as  
14 to the truth of the allegations of paragraph 22.

15           23. VidAngel lacks sufficient information or knowledge to form a belief as  
16 to the truth of the allegations of paragraph 23.

17           24. VidAngel is without sufficient information or knowledge to form a  
18 belief as to the truth of the averments in the preamble of paragraph 24.

19                   (a) VidAngel is without sufficient information or knowledge to form  
20 a belief as to the truth of the allegations of paragraph 24(a).

21                   (b) VidAngel is without sufficient information or knowledge to form  
22 a belief as to the truth of the allegations of paragraph 24(b).

23                   (c) VidAngel is without sufficient information or knowledge to form  
24 a belief as to the truth of the allegations of paragraph 24(c).

25                   (d) VidAngel is without sufficient information or knowledge to form  
26 a belief as to the truth of the allegations of paragraph 24(d).

27 VidAngel admits that it has previously offered each of the motion picture titles listed  
28 in paragraph 24 for sale and online filtering.

1           25. VidAngel lacks sufficient information or knowledge to form a belief as  
2 to the truth of the allegations of paragraph 25.

3           26. VidAngel lacks sufficient information or knowledge to form a belief as  
4 to the truth of the allegations of paragraph 26.

5           27. VidAngel lacks sufficient information or knowledge to form a belief as  
6 to the truth of the allegations of paragraph 27.

7           28. VidAngel lacks sufficient information or knowledge to form a belief as  
8 to the truth of the allegations of paragraph 28.

9           29. Paragraph 29 contains legal arguments, opinions and conclusions that  
10 require no response. VidAngel otherwise denies the allegations of this paragraph.

11           30. VidAngel admits that it operates an online video service located at  
12 <http://vidangel.com>, which is also available through a mobile application users may  
13 access on their internet-connected smartphones, tablets and televisions (apps for  
14 televisions can only be used through a set-top box like Roku, Apple TV and Amazon  
15 Fire TV). Additionally, VidAngel admits that it currently offers users the ability to  
16 skip or mute content within certain filter categories, including language,  
17 sex/nudity/immodesty, violence/blood/gore and alcohol or drug use. Users must  
18 apply at least one filter in order to view a video. VidAngel otherwise denies the  
19 allegations of this paragraph.

20           31. Paragraph 31 contains legal arguments, opinions and conclusions that  
21 require no response. VidAngel otherwise denies the allegations of this paragraph.

22           32. VidAngel admits that DVDs and Blu-ray discs are optical discs that  
23 contain recorded material in digital form. VidAngel lacks sufficient information or  
24 knowledge to form a belief as to the truth of the remainder of this paragraph.  
25 VidAngel otherwise denies the allegations of this paragraph.

26           33. VidAngel lacks sufficient information or knowledge to form a belief as  
27 to the truth of the allegations of paragraph 33.

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1           34. Paragraph 34 contains legal arguments, opinions and conclusions that  
2 require no response. VidAngel otherwise denies the allegations of this paragraph.

3           35. Paragraph 35 contains legal arguments, opinions and conclusions that  
4 require no response. VidAngel otherwise denies the allegations of this paragraph.

5           36. VidAngel admits that the image in Paragraph 36 is an advertisement that  
6 previously appeared on the Internet. VidAngel otherwise denies the remaining  
7 allegations of Paragraph 36.

8           37. Paragraph 37 contains legal arguments, opinions and conclusions that  
9 require no response. VidAngel otherwise denies the allegations of this paragraph.

10          38. Paragraph 38 contains legal arguments, opinions and conclusions that  
11 require no response. VidAngel otherwise denies the allegations of this paragraph.

12          39. VidAngel admits VidAngel’s “How Does VidAngel’s Sellback Work?”  
13 page contains the question and response quoted in footnote 1. The remainder of  
14 paragraph 39 contains arguments, opinions and legal conclusions that require no  
15 response. VidAngel otherwise denies the allegations of this paragraph.

16          40. VidAngel admits the screenshot and language from a “how-to” use  
17 VidAngel video posted on the service’s homepage contains the picture and quoted  
18 language contained in paragraph 40. The remainder of this paragraph contains  
19 arguments, opinions and legal conclusions that require no response. VidAngel  
20 otherwise denies the allegations of this paragraph.

21          41. VidAngel admits VidAngel sells copyrighted content and permits users  
22 to sell that content back to VidAngel. VidAngel further admits the image in  
23 paragraph 41 appears to be a screenshot from VidAngel’s website. VidAngel admits  
24 that it previously allowed users to select between auto or manual sell-back when a  
25 user purchased video content. VidAngel admits that, when watching from a desktop  
26 or laptop web browser, the system is designed to show the user a sell-back button  
27 over the closing credits of the film. The remainder of this paragraph contains  
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1 arguments, opinions and legal conclusions that require no response. VidAngel  
2 otherwise denies the allegations of this paragraph.

3 42. Paragraph 42 contains legal arguments, opinions and conclusions that  
4 require no response. VidAngel otherwise denies the allegations of this paragraph.

5 43. Paragraph 43 contains legal arguments, opinions and conclusions that  
6 require no response. VidAngel otherwise denies the allegations of this paragraph.

7 44. Paragraph 44 contains legal arguments, opinions and conclusions that  
8 require no response. VidAngel otherwise denies the allegations of this paragraph.

9 45. Paragraph 45 contains legal arguments, opinions and conclusions that  
10 require no response. VidAngel otherwise denies the allegations of this paragraph.

11 46. VidAngel admits that users previously were able to filter out opening  
12 and closing credits. Additionally, VidAngel lacks sufficient information or  
13 knowledge to form a belief as to the truth of the averment that “some people already  
14 have started to make social media postings touting the fact they can use VidAngel to  
15 watch movies and television shows essentially unfiltered.” Paragraph 46 also  
16 contains legal arguments, opinions and conclusions that require no response.  
17 VidAngel otherwise denies the allegations of this paragraph.

18 47. VidAngel admits that, as part of beta testing, it previously distributed an  
19 internet web browser “plug-in” that muted and skipped content streamed from other  
20 services. VidAngel denies the remaining allegations in paragraph 47.

21 48. VidAngel admits that it currently offers more than 2,000 titles, which  
22 includes television episodes and movies. VidAngel otherwise denies the allegations  
23 of paragraph 48.

24 49. Deny.

25 50. VidAngel is without sufficient information and knowledge to form a  
26 belief as to the truth of the allegations of paragraph 50.

27 51. VidAngel lacks sufficient information or knowledge to form a belief as  
28 to the truth of the allegations of paragraph 51.



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**AFFIRMATIVE DEFENSES**

Pursuant to Rule 8(c) of the Federal Rules of Civil Procedure, VidAngel further pleads the following separate and additional defenses. By pleading these defenses, VidAngel does not in any way agree or concede that it has the burden of proof or persuasion on any of these issues. VidAngel reserves the right to assert such additional affirmative defenses as discovery indicates are proper.

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

The complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Legal Authorization)**

VidAngel’s business is authorized by the Family Movie Act of 2005, codified as 17 U.S.C. §110(11).

**THIRD AFFIRMATIVE DEFENSE**

**(Fair Use)**

The complaint is barred, in whole or in part, by the doctrine of fair use.

**FOURTH AFFIRMATIVE DEFENSE**

**(Comparative Fault)**

The complaint is barred, in whole or in part, based on the doctrine of comparative fault.

**FIFTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

The complaint is barred, in whole or in part, based on Plaintiffs’ failure to mitigate damages.

**SIXTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

The complaint is barred, in whole or in part, based on the principles of estoppel.

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**SEVENTH AFFIRMATIVE DEFENSE**

**(Laches)**

The complaint is barred, in whole or in part, by the doctrine of laches.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

The complaint is barred, in whole or in part, by the doctrine of unclean hands.

**NINTH AFFIRMATIVE DEFENSE**

**(Waiver)**

The complaint is barred, in whole or in part, by the doctrine of waiver.

**TENTH AFFIRMATIVE DEFENSE**

**(First Amendment)**

The complaint is barred, in whole or in part, because application of the Copyright Act to impose liability in this case would violate the First Amendment to the United States Constitution.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Copyright Abandonment)**

The complaint is barred, in whole or in part, to the extent any Plaintiffs have forfeited or abandoned copyright or failed to comply with all necessary formalities.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Innocent Infringers)**

The complaint is barred, in whole or in part, to the extent any persons, based on whose behavior seek to hold VidAngel liable, are innocent infringers.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Supervening Events)**

The complaint is barred, in whole or in part, because any alleged injury or loss sustained by Plaintiffs was caused by intervening or supervening events over which VidAngel had and has no control.

**FOURTEENTH AFFIRMATIVE DEFENSE**

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**(Responsibility of Third Parties)**

The complaint is barred, in whole or in part, because any alleged injury or loss sustained by Plaintiffs was the fault and responsibility of third parties over whom VidAngel had and has no control, and for whose actions VidAngel had and has no responsibility.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Express or Implied License)**

The complaint is barred, in whole or in part, because Plaintiffs have granted an express or implied license in their copyrighted works to VidAngel.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(First Sale Doctrine)**

The complaint is barred, in whole or in part, by the first sale doctrine.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Copyright Misuse)**

The complaint is barred, in whole or in part, by the copyright misuse doctrine.

**ADDITIONAL AFFIRMATIVE DEFENSE**

**(Subsequently Discovered Defense)**

VidAngel has insufficient knowledge or information upon which to form a belief as to whether it may have additional affirmative defenses, and reserves the right to assert additional defenses if and as it learns of facts that may support such defenses.

WHEREFORE, VidAngel prays for relief as follows:

1. That the complaint be dismissed, with prejudice and in its entirety;
2. That Plaintiffs take nothing by this action and that judgment be entered against Plaintiffs and in favor of VidAngel;
3. That VidAngel be awarded its costs incurred in defending this action;



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**VIDANGEL’S FIRST AMENDED COUNTERCLAIMS**

For its Amended Counterclaims against Plaintiffs Disney Enterprises, Inc., Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation, and Warner Bros. Entertainment, Inc.’s (collectively “Counterclaim-Defendants”), VidAngel avers as follows:

**THE PARTIES**

1. Counterclaimant VidAngel, Inc. is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Provo, Utah. VidAngel is the leading entertainment platform empowering users to filter movies and television shows as expressly authorized by Congress. Using VidAngel’s proprietary technology, consumers view content they own in a customized experience that offers the greatest degree of personal choice in the entertainment marketplace – all as expressly authorized by Congress in the Family Home Movie Act of 2005, as explained more fully below.

2. Counterclaim-Defendant Disney Enterprises, Inc. (“Disney”) is a Delaware corporation with its principal place of business in Burbank, California.

3. Counterclaim-Defendant Lucasfilm Ltd., LLC (“Lucasfilm”) is a limited liability company organized under the laws of the State of California with its principal place of business in San Francisco, California. Lucasfilm is a wholly-owned subsidiary of Disney.

4. Counterclaim-Defendant Twentieth Century Fox Film Corporation (“Fox”) is a Delaware corporation with its principal place of business in Los Angeles, California.

5. Counterclaim-Defendant Warner Bros. Entertainment Inc. (“Warner Bros.”) is a Delaware corporation with its principal place of business in Burbank, California.

6. VidAngel does not presently know the true names and capacities of the Counterclaim-Defendants sued herein as DOES 1 through 100 and therefore is suing

1 those Counterclaim-Defendants by fictitious names pursuant to Federal Rule of Civil  
2 Procedure 19. VidAngel will amend its Counterclaims to allege the true identities of  
3 DOES 1 through 100 once they are ascertained. VidAngel is informed and believes  
4 each of the Counterclaim-Defendants sued as DOES 1 through 100 is in some manner  
5 responsible for the occurrences, injuries and other damages alleged in these  
6 Counterclaims.

### 7 JURISDICTION AND VENUE

8 7. This Court has original and exclusive jurisdiction over these Amended  
9 Counterclaims pursuant to 28 U.S.C. §§ 1331, 1337(a), 1338, 2201 and 15 U.S.C. §§  
10 1, 15, 26.

11 8. Venue is proper in this District pursuant to 15 U.S.C. §§ 22 and 28  
12 U.S.C. §§ 1391(b) and 1400(a). Many of the unlawful acts alleged herein were  
13 performed and occurred in material part within this District.

### 14 SUMMARY OF COUNTERCLAIMS

15 9. There exists a demand for a service which allows parents to filter motion  
16 pictures and television content to eliminate objectionable material, such as violence,  
17 sex and profanity. In response to that demand, Congress enacted the Family Home  
18 Movie Act (“FMA”) to allow filtering without violating legitimate copyright  
19 protection. Counterclaimant VidAngel founded its business on providing such  
20 filtering services consistent with the FMA. Contrary to the spirit and purpose of the  
21 FMA, Counterclaim-Defendants have each executed an agreement with the Directors  
22 Guild of America (“DGA”) which the industry understands as prohibiting the  
23 filtering of motion picture and television content except in very limited  
24 circumstances. Counterclaim-Defendants, and their unnamed studio co-conspirators,  
25 have relied on this agreement to justify their anticompetitive conduct designed to  
26 prevent VidAngel from fulfilling its mission to filter such content. When entering  
27 into this agreement with the DGA, each Counterclaim-Defendant knew that every  
28 other studio (*i.e.*, each of its competitors) would be asked to and required to sign a

1 similar agreement; in fact, Counterclaim-Defendants insisted that they do so to insure  
2 that no entity would secure a competitive advantage. In furtherance of the  
3 combination to eliminate filtering—and contrary to their own economic self-  
4 interest—Counterclaim-Defendants then refused to enter into licensing agreements to  
5 allow VidAngel to stream and filter content, rejected VidAngel’s offers to buy  
6 enormous quantities of DVDs from Counterclaim-Defendants, and interfered with  
7 YouTube and Google Play’s efforts to expand VidAngel’s platform, viability and  
8 customer base. In fact, Counterclaim-Defendants and their unnamed co-conspirators  
9 have deliberately and repeatedly thwarted the efforts of VidAngel, and other filtering  
10 services, at every turn. In so doing, Counterclaim-Defendants have frustrated the will  
11 of Congress, effectively eviscerated the ability of parents to shield their children from  
12 objectionable material, and seriously diminished VidAngel’s ability to function in the  
13 market. Moreover, having forced VidAngel to an awkward and cumbersome method  
14 of operation, as described more fully herein, Counterclaim-Defendants have now  
15 conjured up a copyright infringement claim against VidAngel. These Amended  
16 Counterclaims, based on the Sherman and Clayton Antitrust Acts, seek damages for,  
17 and injunctive relief against, the unlawful collusive acts described herein.

## 18 **FACTUAL ALLEGATIONS**

### 19 **The Family Movie Act of 2005**

20 10. Many parents struggle to find ways to shield their children and others  
21 within their homes from viewing or listening to violence, sex, profanity and other  
22 content they find objectionable in television programs and motion pictures. There is  
23 great demand for services that allow them to filter out these objectionable elements.  
24 A recent survey conducted for VidAngel found that approximately 47% of parents  
25 want online filtering services. Unsurprisingly, many are not sufficiently technology-  
26 savvy to filter content on their own; instead, they must and do rely on third-party  
27 services, including but not limited to VidAngel.

28 11. In response to the demand from parents and other consumers to control

1 the content they view in the privacy of their homes, Congress enacted the Family  
2 Home Movie Act of 2005. The FMA, codified at 17 U.S.C. § 110(11), specifically  
3 provides that it is *not* a violation of copyright to create or provide a “computer  
4 program or other technology that enables” filtering “by or at the direction of a  
5 member of a private household, of limited portions of audio or video content of a  
6 motion picture, during a performance in or transmitted to that household for private  
7 home viewing, from an authorized copy of the motion picture.” As used in the FMA,  
8 “motion picture” is defined to include television programs. The FMA immunized  
9 from copyright infringement and expressly authorizes: (1) a third party to create a  
10 computer program or other technology; (2) that enables a member of a private  
11 household to make imperceptible limited portions of an authorized copy of a motion  
12 picture’s audio or video content; (3) to transmit that technology or computer program  
13 to a household at the direction of a member of a private household; and (4) if no fixed  
14 copy of the altered version is created.

15 12. The legislative history of the FMA describes the origin of the FMA as  
16 follows:

17 The Committee strongly believes that, subject to certain conditions,  
18 copyright and trademark law should not be used to limit a parent’s right  
19 to control what their children watch in the privacy of their own home. A  
20 dispute involving this issue is currently being heard in the U.S. District  
21 Court for the District of Colorado [*Huntsman v. Soderbergh*, No. Civ.  
22 A02CV01662RPMMJW (D. Colo.)]. Testimony provided by the  
23 Register [of Copyright] on June 17, 2004, makes clear that some parties  
to the suit should not face liability for their current actions, while others  
appear to be in violation of existing copyright law. The “Family Movie  
Act” clarifies the liability, if any, for the companies that are a party to  
this case and to other companies not a party to this case that may be  
interested in providing such services in the future.

24 H.R. Rep. 109-33 at 5.

25 13. The FMA does not dictate what type of content families may make  
26 imperceptible. The FMA was “drafted in a content-neutral manner so that its  
27 operation and impact do not depend upon whether the content . . . made imperceptible  
28 contains items that are often viewed as offensive, such as profanity, violence, or

1 sexual acts. . . .The goal of the legislation [is] to give the viewer the ability to make  
2 imperceptible limited portions of [a] work that he or she chooses not to see for  
3 themselves or their family, whether or not the skipped content is viewed as  
4 objectionable by most, many, few, or even one viewer.” *Id.* at 224.

5 14. The Director’s Guild of America is an entertainment guild of some  
6 16,000 motion picture and television directors and members of directorial teams in  
7 the United States. The Motion Picture Association of America (“MPAA”) is a trade  
8 organization that represents the major studios and “serves as the voice and advocate  
9 of the American motion picture, home video and television industries.” Each  
10 Counterclaim-Defendant, or its parent, is a member of the MPAA. Both the DGA  
11 and MPAA vigorously opposed the FMA. *Id.* at 69.

12 15. In drafting the FMA, Congress specifically considered whether the  
13 public would benefit from having for-profit companies offer such filtering services.  
14 Following subcommittee hearings, the House Copyright Committee (the  
15 “Committee”) concluded that:

16 The for-profit nature of the entities providing services to the public that  
17 the legislation addresses has no bearing on the operation of the immunity  
18 from liability. The Committee is unable to discern a credible basis for  
19 creating a distinction between the for-profit or non-profit nature of  
20 companies that offer services covered by the Act.

19 *Id.* at 225. Thus, Congress understood that the content filtering permitted by the  
20 FMA would likely be provided by for-profit companies.

21 16. Likewise, federal courts have recognized that the FMA protects filtering  
22 services from the studios’ infringement claims: “the effect of the Family Movie Act is  
23 that Congress made a policy decision that those who provide the technology to enable  
24 viewers to edit films for their private viewing should not be liable to the copyright  
25 owners for infringing their copyright. . . .” *Huntsman v. Soderbergh*, No. Civ.  
26 A02CV01662RPMJW, 2005 WL 1993421 (D. Colo. 2005).

27 17. VidAngel’s Counterclaims are brought to give the FMA efficacy and  
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1 defeat the collaborative efforts of the studios, and particularly the anticompetitive  
2 actions taken by Counterclaim-Defendants and the DGA to prevent filtering and  
3 thereby circumvent Congress' intent and neuter the FMA.

#### 4 **The Studios' Hostility Toward Filtering**

5 18. Unfortunately, due to the hostility of the major motion picture studios,  
6 the commercial market for online filtering services has been slow to develop.  
7 VidAngel is one of few companies that enable consumers to filter out violence,  
8 profanity, nudity, sexual acts and other content in motion pictures and television  
9 programs. In fact, VidAngel allows consumers to choose to filter any combination of  
10 over 80 categories of content. All of the market participants, including VidAngel,  
11 have had their growth stunted by the studios, including the Counterclaim-Defendants.  
12 As a result, many – if not most – consumers have been unable to realize the promise  
13 and benefits of the FMA.

14 19. But for the conduct described herein, there would be a vibrant “filtering”  
15 industry with numerous for-profit entities competing with VidAngel and others.  
16 Counterclaim-Defendants, the DGA and/or the other major studios have sued nearly  
17 every filtering company over the years. Nearly all of the targeted companies, which  
18 operated with business models different than VidAngel's, have since ceased  
19 operations.

20 20. The major motion picture studios, and the directors they employ,  
21 historically have been hostile to any alterations made to a director's final cut. They  
22 have long argued that a director's “moral right” should prohibit any alterations to the  
23 director's work. As members of Congress have noted in rejecting that contention,  
24 such concern for artistic integrity does not extend to opportunities to sell product  
25 placements in films, the use of test audiences to modify their works to make them  
26 “more commercial,” and other “assaults” on artistic integrity.

27 21. The studios and others opposing the FMA also argue that parents should  
28 not allow children to watch a movie unless the parent approves the content of the

1 entire movie. Congress also rejected that contention.

2 22. In 2014, all major motion picture and television studios, including those  
3 named as Counterclaim-Defendants herein as well as those not named, entered into a  
4 written agreement with the DGA (the “DGA Agreement”). That agreement is  
5 understood and implemented by the parties to prohibit the studios from entering into  
6 distribution agreements that allow secondary editing or filtering of movies or  
7 television programs, save for a few narrow exceptions.

8 23. In particular, Section 7-509 of the DGA Agreement, entitled “Editing  
9 Theatrical Motion Pictures,” prohibits *any* alteration to a motion picture, including  
10 such nuances as the “placement of or changes in commercial breaks,” without the  
11 involvement, consultation or final approval of the director. These provisions of the  
12 DGA Agreement, standing alone, are an unreasonable restraint on trade in violation  
13 of Section 1 of the Sherman Act.

14 24. Section 7-509 of the DGA Agreement has been understood and enforced  
15 by the studios as prohibiting all filtering. For example, when VidAngel approached  
16 the studios to obtain licensing to stream filtered movies, non-party Lionsgate  
17 Entertainment, Inc., (“Lionsgate”) advised VidAngel that it could not enter into such  
18 an agreement with VidAngel unless VidAngel got permission from the DGA first. In  
19 2014, VidAngel approached non-party Google Inc. (“Google”) to discuss the  
20 possibility of streaming filtered content through Google Play. As detailed below, the  
21 negotiations ended when Mark Fleming, a Google representative, informed VidAngel  
22 on December 14, 2015 that Google was concerned a “blocker” to the deal was that  
23 the “directors won’t let this happen” and that even if the studios were interested,  
24 “their existing deals with the production companies/directors/etc. may not allow for it  
25 . . . and therefore those [contracts] will need to get renegotiated first. . .” Conversely,  
26 a local distributor in Utah, who started negotiations in May 2016, agreed to a  
27 licensing deal with VidAngel because it is not a signatory to the DGA Agreement and  
28 can permit filtering of content.

1           25. Each Counterclaim-Defendant and each non-defendant studio  
2 voluntarily signed the DGA Agreement knowing full well that every other studio  
3 would be asked to and would sign the same agreement so that all studios agreed there  
4 would be no filtering of motion pictures save for in a few narrow and well-defined  
5 exceptions (*i.e.* in-flight entertainment). Indeed, to avoid any studio(s) getting a  
6 competitive advantage, each studio sought and received DGA assurance that *all*  
7 studios would be required to and would sign the same agreement. Accordingly, the  
8 studios have each agreed with the DGA and further have agreed with every other  
9 studio that each would abide by the industry agreement not to filter.

10           26. On July 1, 2014, over 150 studios, production companies and other  
11 entities, including Counterclaim-Defendants and/or their parents and subsidiaries,  
12 signed the DGA Agreement.

13           27. The studios entered the DGA Agreement as part of a concerted effort to  
14 prohibit the lawful provision of online filtering services pursuant to the FMA. The  
15 studios were, or should have been, aware that the DGA Agreement could and would  
16 be used in an anticompetitive manner, as alleged above, to restrict or extinguish the  
17 market for online filtering services within the United States and this is exactly what  
18 they contemplated and have accomplished.

19           28. Moreover, and perhaps more importantly, the studios license film  
20 content only on the express written condition that the licensee not filter. In  
21 furtherance of the studios' concerted effort to prohibit lawful provision of online  
22 filtering services, the studios, including Counterclaim-Defendants, have entered into  
23 anticompetitive agreements with the major digital content distributors which include  
24 standard terms and conditions that restrict content editing and filtering of any kind  
25 without their prior written consent. At least one of those agreements, involving non-  
26 parties Google and Sony Pictures Entertainment ("Sony"), included the following  
27 language:  
28

1 **CUTTING, EDITING AND INTERRUPTION.** Licensee [Google]  
2 shall not make, or authorize any others to make, any modifications,  
3 deletions, cuts, alterations or additions in or to any Included Program  
4 without the prior written consent of Licensor [Sony]. For the avoidance  
5 of doubt, no panning and scanning, time compression or similar  
6 modifications shall be permitted, provided, however, Licensee may  
7 make reasonable adjustments to size, color, brightness, contrast, etc. of  
8 any of the Included Programs as necessary to preserve the integrity of  
9 the original picture of the Copy as delivered by Licensor to Licensee.  
Without limiting the foregoing, Licensee shall not delete the copyright  
notice or credits from the main or end title of any Included Program or  
from any other materials supplied by Licensor hereunder. No  
exhibitions of any Included Program hereunder shall be interrupted for  
intermission, commercials or any other similar commercial  
announcements of any kind. Notwithstanding the foregoing, Licensee  
shall be entitled to insert a promotional card displaying Licensee's logo  
or brand name prior to the Included Program provided that such  
promotional card runs for no longer than 3 seconds.

10  
11 29. Likewise, when the studios, including Counterclaim-Defendants, sign a  
12 deal for the rights to a specific movie title, the studios are required to include the  
13 following language in all of their agreements. For example, in Sony's agreement for  
14 the movies *Fury* and *American Hustle*, the following language binds Sony:

15 [Sony] shall have the right...to make any and all changes and  
16 modifications in the Picture; provided, [Sony] shall comply with any  
contractual right of first opportunity to make such changes granted to  
Director.

17 30. This language (or requirements just like it) ultimately trickles down  
18 through all agreements and purports to hand the authority to make any changes back  
19 to the director. Indeed, all of Counterclaim-Defendants' agreements with major  
20 digital content distributors contain similar standard terms and conditions which  
21 restrict content filtering of any kind without the studios' prior consent.  
22 Counterclaim-Defendants are, or should have been, aware that such agreements are  
23 anticompetitive.

24 31. To avoid any studio having a competitive advantage, it is reasonable and  
25 plausible to infer that each of the studios has entered agreements with the major  
26 content distributors that contain terms and conditions similar to those mentioned  
27 above, extending the restrictions on editing and filtering found in the DGA  
28 Agreement to the major content distributors. This network of vertical DGA-studio

1 agreements operates to substantially restrict, if not eliminate, competition and  
2 therefore violates the antitrust laws.

3 32. During congressional deliberations over the FMA, the House Copyright  
4 Committee acknowledged that it was “aware of concerns regarding the legislation’s  
5 impact upon moral rights, particularly those of movie directors.” While preserving  
6 the directors’ right to control the editing of content in the public sphere, the  
7 Committee granted individual viewers the right to filter content for viewing within  
8 the privacy of their homes, with the assistance of remote technology offered by for-  
9 profit companies. It wrote:

10 The Committee had hoped to receive testimony from a representative of  
11 the director’s community on this issue [of moral rights] at one of the  
12 Committee hearings on the issue, but no director was willing to testify.  
13 The Committee is aware of numerous motion pictures being edited for  
14 screen size, content, and time purposes with or without the director’s  
15 consent so that a motion picture can be displayed on the 48-3 aspect  
16 ratios of standard definition televisions, on an airplane with  
objectionable language removed, and on television channels in the  
traditional 90 or 120 minute time slots. The Committee sees no  
difference between the impact upon the moral rights of directors of such  
modifications and someone wanting to prevent certain content from  
being displayed on their television.

17 H.R. Rep. 109-33 at 225. Thus, Congress fairly protected the directors and studios  
18 from the threat of public censorship, while simultaneously granting individuals the  
19 right to customize content in a private setting.

20 33. The Committee weighed the studios’ objection to filtering content and  
21 determined that neither copyright nor trademark law should be used to limit a  
22 parent’s right to control what his or her family watches in private. Accordingly, for-  
23 profit companies and private individuals have the right to filter motion pictures in  
24 accordance with the FMA, notwithstanding the hostility of the motion picture  
25 industry to this type of alteration of their content.

26 **The United States Market for Online Filtering of**  
27 **Film and Television Content**

28 34. When the FMA was enacted in 2005, physical media was king in the

1 home entertainment world. DVDs were by far the most popular video format for  
2 Americans. According to the Digital Entertainment Group (the “DEG”), in 2006  
3 Americans spent \$22.8 billion on DVD sales and rentals, representing 99% of home  
4 entertainment spending. *DEG Year-End 2006 Home Entertainment Sales Update*,  
5 The Digital Entm’t Grp. (Jan. 8, 2007), [http://degonline.org/wp-](http://degonline.org/wp-content/uploads/2014/02/f_4Q06.pdf)  
6 [content/uploads/2014/02/f\\_4Q06.pdf](http://degonline.org/wp-content/uploads/2014/02/f_4Q06.pdf). At that time, most households had DVD  
7 players and almost every desktop or laptop computer had a DVD drive.

8 35. Today, the home entertainment landscape is dramatically different.  
9 Sales of DVDs and Blu-ray discs have steadily declined in recent years. In 2014, the  
10 DEG reported that for the first time, Americans spent more on digital video providers  
11 than physical discs.

12 36. Americans are also using new methods to view video content, as  
13 consumers shift from physical discs to digital content that may be viewed on a  
14 number of different devices. In 2015, the Pew Research Center reported that 68% of  
15 American adults owned smartphones and 45% owned tablet computers.  
16 Unsurprisingly, it has become increasingly difficult to purchase laptops with DVD  
17 drives, as consumers demand lightweight portable devices and as digital delivery of  
18 content becomes more feasible and prevalent.

19 37. As a result, there is a nationwide demand for online filtering services  
20 that transmit filtered content over the internet, at the direction of heads of household,  
21 to personal computers and other devices, including mobile applications, smart phones  
22 and remote streaming devices. The market for filtered movies is, according to  
23 National Research Group, 56 million people. Improvements in internet access and  
24 speed have enabled viewers to unplug and rely heavily on streaming as a main source  
25 of video consumption. From 2010 to 2015, the increasing prevalence of  
26 smartphones, tablets and other internet-connected devices has mirrored and largely  
27 been driven by the increased effectiveness and reliability of streaming video. Many  
28 Americans rely upon these devices to watch their media content. Thus, the demand

1 for movies and television programs available for online remote filtering is larger  
2 today than ever.

3 38. Counterclaim-Defendant Disney recognizes the need and demand for  
4 online filtering services to control the content of what is available to children in  
5 particular. Disney owns and markets a device called “Circle” which, according to its  
6 website (<https://meetcircle.com/circle/filter/>) allows parents to set and customize  
7 filters to ensure their children are not exposed to unwanted content on the internet,  
8 social media or streaming television services.

9 **VidAngel’s Three Early Business Models and**  
10 **Counterclaim-Defendants’ Anticompetitive Conduct**

11 39. To address the substantial demand for online filtering, VidAngel was  
12 formed in October 2013 to provide customers the ability to control the content they  
13 view at home. Using innovative and proprietary software, VidAngel created a  
14 catalog of videos that could be filtered by users. Once a video is selected, a user can  
15 choose from over 80 categories of filters, including sex, violence and profanity, to  
16 mute or skip portions of the audio or video to permit a family-friendly viewing  
17 experience.

18 40. Method 1: Traditional Streaming License. VidAngel solicited each of  
19 the studios for a traditional streaming license, inducing the Counterclaim-Defendant  
20 studios, but each and every studio declined. This unanimity could not exist in a  
21 competitive environment and the unanimous and consistent declination to license  
22 streaming content evidences and supports the inference that the studios have agreed  
23 to “kill off” filtering.

24 41. Method 2: Buying discs straight from the studios. VidAngel requested  
25 to buy DVDs and Blu-rays from the studios directly, thus funneling revenue straight  
26 to the studios without any profits siphoned off by an intermediate retailer, such as  
27 Walmart. Further evidencing collusion and acting contrary to their best business  
28 interests, each studio declined or ignored these requests.

1           42.    Method 3: Streaming through YouTube and Chromecast. Because the  
2 studios refused to grant it a traditional streaming license and would not otherwise sell  
3 physical DVDs to it, VidAngel developed a website to allow customers to filter  
4 movies and videos available on YouTube and the Google Play Hollywood library.<sup>3</sup>  
5 In 2012, Google launched Google Play to provide movies, TV shows, music and  
6 books to Google and Android users. Importantly, the movies on Google Play were  
7 delivered using YouTube's infrastructure, meaning that every movie and show  
8 available on Google Play was also available for purchase and/or rent on YouTube.  
9 This was important because YouTube ran in a user's web browser using a type of  
10 software (called a Javascript API) that made it possible for VidAngel to manipulate  
11 the playback of ordinary (but not high-definition) video and audio on a user's desktop  
12 computer. One limitation of this method was that without the official collaboration of  
13 Google, the Javascript API would not work on Google Play apps, mobile devices,  
14 Roku and other mobile platforms. At that time, though, Google supported the  
15 technical capabilities for VidAngel to deliver a filtered HD movie to a family's TV.

16           43.    For some time, customers also could use VidAngel's Chrome extension  
17 (an additional piece of software that can be loaded into a user's Google Chrome web  
18 browser) and VidAngel.com to stream filtered movies that appeared on YouTube to  
19 their computers. They could also use a Chromecast (a small piece of hardware that  
20 plugs into newer HDTVs) to stream HD filtered movies to their HDTVs.

21           44.    From approximately November 2013 to February 3, 2014, while  
22 Chromecast was undergoing its own private beta test, VidAngel was able to access  
23 technical features within the Chromecast private beta that allowed VidAngel to filter  
24 high-definition titles available on Google Play to a user's HDTV. During this time,  
25

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26           <sup>3</sup> At all relevant times, Google Play's Hollywood library was made available on  
27 YouTube (although Hollywood movies were only available on YouTube in standard  
28 definition format). Google was and is the owner of YouTube.

1 VidAngel reached out to Google to ask whether VidAngel could purchase  
2 Chromecast devices at wholesale and then sell them to families who wanted to use  
3 VidAngel's filtering services. Google responded that it would consider a bulk  
4 purchase agreement only after VidAngel successfully launched a public beta of its  
5 Software Development Kit on February 3, 2014.

6 45. Once Chromecast launched on February 3, 2014, however, VidAngel  
7 discovered that Google had removed the technology that made the filtering service  
8 possible on native Chromecast. Google did not notify VidAngel or publicly  
9 announce the removal of its technology. As a result of these abrupt changes,  
10 VidAngel no longer had any support for its high-definition product on Chromecast  
11 and lost the time, resources and energy that had gone into developing VidAngel's  
12 technology for use of this platform.

13 46. Counterclaim-Defendants, and the studios acting collectively, induced  
14 and persuaded Google to terminate all technical support offered to VidAngel for its  
15 Chromecast application for filtering HD content by contending that such support  
16 violated the studios' contracts with Google. Google stood to profit from VidAngel's  
17 purchase, promotion and distribution of the Chromecast device and offered no  
18 justification, business or otherwise, for suddenly eliminating the technical features  
19 that allowed VidAngel's services to function with Chromecast.

20 47. The studios also induced and persuaded other major digital content  
21 distributors (*e.g.*, Google Play, Netflix, Amazon, and Hulu) to refuse to support  
22 VidAngel's online filtering service. On or about December 5, 2013, VidAngel  
23 received a notice from YouTube's legal department averring that VidAngel was  
24 breaking its terms of use because the VidAngel application was designed to "modify  
25 the audio or visual components of . . . content." YouTube took the position that  
26 VidAngel's content filtering, even as authorized by the FMA, violated YouTube's  
27 terms of use.

28 48. Shortly after VidAngel filed its original Counterclaims, Google changed

1 its terms of use and/or protocol on YouTube to introduce more restrictive terms  
2 which make YouTube less practicable and useable for filtering.

3 49. Counterclaim-Defendants combined with one another (and others) to  
4 unlawfully pressure Google to withhold its Chromecast and YouTube support  
5 services from VidAngel. Counterclaim-Defendants did so, at least in part, in  
6 furtherance of a conspiracy to prevent filtered streaming of their works.

7 **Google Play Sought to Partner with VidAngel Then Abruptly Terminates**  
8 **Negotiations After Interference from the Studios**

9 50. The studios again pressured Google to withdraw support of VidAngel in  
10 late 2014 and early 2015. In November 2014, a Google Play representative Mark  
11 Fleming (who was a customer of VidAngel and a fan of the product) reached out to  
12 VidAngel and expressed interest in a partnership between Google and VidAngel to  
13 allow consumers to use VidAngel's filtering technology directly on Google Play's<sup>4</sup>  
14 various platforms. On or about December 12, 2014, VidAngel's CEO met with Mr.  
15 Fleming and other Google representatives to discuss the viability of VidAngel's  
16 filters on Google Play's various streaming platforms. Google Play's representatives  
17 informed VidAngel that Google was interested in this partnership, but Google Play  
18 was concerned that their licensing agreements with the studios prohibited secondary  
19 editing of any kind, which could interfere with an otherwise positive business  
20 relationship.

21 51. Mr. Fleming and VidAngel's CEO exchanged several emails after the  
22 meeting and continued negotiations until March 2015. On December 14, 2014, Mr.  
23 Fleming expressed concern in an email to VidAngel's CEO that the studios'

24 \_\_\_\_\_  
25 <sup>4</sup> Google Play is Google's official store for digital content distribution. It can be  
26 accessed through web browsers, smartphones and various other modern devices.  
27 Google Play sells and rents movie and television content pursuant to license  
28 agreements with the movie and television studios.

1 agreements with the directors prohibited filtering, and in order to comply with the  
2 terms of these agreements, Google would need to get approval from the director of  
3 each and every movie VidAngel wanted to filter, or alternatively, wait until a “painful  
4 cascade” of renegotiations occurred between each studio and the DGA and/or each  
5 studio and each director.

6 52. In March 2015, Mr. Fleming met with executives from non-party Sony  
7 to discuss the opportunity to use VidAngel’s online filtering service on Google Play’s  
8 platforms. Mr. Fleming insisted that none of the negotiations with VidAngel and  
9 Sony be in writing. After meeting with Sony, Mr. Fleming informed VidAngel’s  
10 CEO that Sony and the rest of the MPAA member studios refused to allow Google to  
11 partner with VidAngel. After March 2015, Google Play ceased all negotiations of a  
12 partnership with VidAngel.

13 53. Google has an extensive library of movies and television shows  
14 available for purchase or rent on Google Play. Google Play’s “Movies & TV”  
15 website has a section dedicated to motion pictures produced by major studios. In this  
16 section, it promotes, sells and rents motion pictures from Counterclaim-Defendants  
17 Warner Bros., Disney and Fox, among others. Google depends on the studios to  
18 supply content for this library.

19 54. In the absence of the DGA Agreement and in a competitive market, at  
20 least one or more the studios, including Counterclaim-Defendants, would agree to a  
21 streaming license with VidAngel to provide filtering services because such an  
22 agreement would be profitable for the studios. Nonetheless, as a result of the studios’  
23 collective agreement, the market for online remote filtering has been “killed off” and  
24 is virtually non-existent – despite being protected by the FMA. VidAngel is the only  
25 significant company in the United States that presently provides online filtering  
26 services for high-definition motion pictures and television shows over the internet,  
27 whether the consumer is using a laptop, smart phone, tablet or other device capable of  
28 streaming video. Counterclaim-Defendants have frustrated the will of Congress and

1 the American people as expressed by the adoption of the FMA.

### 2 **VidAngel Launches Its Current Business Model**

3 55. Contrary to Plaintiffs' allegations (Complaint ¶ 47), prior to VidAngel  
4 developing its current model, there was no effective way to deliver filtered content  
5 pursuant to the FMA to the overwhelming majority of viewers without the  
6 cooperation of Google and other content distributors. By 2014, the traditional ways  
7 of filtering movies were no longer available to the overwhelming majority of  
8 consumers.

9 56. Alternatives to VidAngel's current model are cumbersome, expensive  
10 and often ineffective. ClearPlay, for example, offers a DVD filtering experience  
11 which requires the purchase and installation of a \$249.99 DVD-player in addition to  
12 an \$8/month subscription fee. Consumers must acquire a DVD on their own,  
13 purchase and install the additional equipment, subscribe to the service, place the  
14 physical DVD in the player, and download filters just to view a filtered title. At  
15 times, differences between the content a consumer purchased (*e.g.*, a director's cut  
16 with bonus footage additions or a separate edition of the film) and the content upon  
17 which the ClearPlay filters are based cause ClearPlay's filters to fail.

18 57. Even VidAngel's pioneering filtering software, which functioned on top  
19 of Google Play streaming content, was fraught with problems. That software worked  
20 only with standard definition content, not the popular high-definition format. More  
21 importantly, as noted above, Google Play began to prevent VidAngel's software from  
22 functioning properly on the Chromecast. Because VidAngel's software was not  
23 officially supported by Google, changes to YouTube caused the filters to fail. When  
24 that happened, users would see content that they did not want to see until VidAngel  
25 updated its software. Those experiences damaged VidAngel's credibility. Finally,  
26 slower computers could not process both the video and the filter at the same time,  
27 resulting in missed profanity or nudity filters. The end result was that – without  
28 Google's technical support and cooperation – no method enabled a consistent

1 filtering experience for the majority of VidAngel users and no method would provide  
2 a high-definition filtering experience for any VidAngel users.

3 58. Unable to use Google Play and YouTube’s platform due to  
4 Counterclaim-Defendants’ opposition to VidAngel’s online filtering service,  
5 VidAngel built its current proprietary platform, and developed software and other  
6 technology to enable private persons to engage lawfully in personal movie filtering as  
7 contemplated and expressly authorized by the FMA. Its technology allows the  
8 owners of digital video discs or Blu-ray discs (collectively referred to as “DVDs”) to  
9 filter objectionable content.

10 59. At present, VidAngel has more than 2,500 movies and television  
11 episodes currently available for purchase in its library. VidAngel has lawfully  
12 purchased and owns physical copies of each of these titles in DVD format before  
13 selling the DVDs to VidAngel customers. VidAngel spends one-third of all capital  
14 raised just to purchase those DVDs lawfully. VidAngel acquires numerous DVDs for  
15 each of its titles from various public and private sellers. Plaintiffs falsely allege that  
16 they receive no payment from VidAngel as a result of its service (Complaint ¶¶ 49-  
17 50), Plaintiffs in truth receive the same payment for each of these first sales to  
18 VidAngel as they would receive from any lawful first purchaser.

19 60. Following its purchase from VidAngel’s suppliers, VidAngel enters each  
20 DVD it has purchased into an inventory management application database and  
21 assigns a unique barcode to each physical disc case. When a consumer purchases a  
22 DVD, that particular DVD is held in VidAngel’s vault for the customer and VidAngel  
23 records the purchase by assigning the unique barcode for the DVD to its owner. Only  
24 a customer who owns a DVD in the vault may access the title for filtering. The vault  
25 is locked and under 24-hour surveillance using multiple video cameras.

26 61. VidAngel’s trained personnel and contractors carefully review all titles  
27 available for resale for potentially objectionable content. VidAngel has developed  
28

1 more than 80 codes or tags for different kinds of content that a viewer might prefer  
2 not to hear or see.

3 62. Using VidAngel's proprietary tagging application, customers are able to  
4 select their own filtering options and stream content they own to their personal  
5 devices. Users are shown a listing of the various types of potentially objectionable  
6 content identified in the purchased work, as well as the number of occurrences of  
7 each such type of content within the work. The user then selects the types of content  
8 he or she wishes to have silenced or deleted. The user has access to set any  
9 combination of filters in the following categories: profanity, sex/nudity/immodesty,  
10 violence, drug/alcohol use, and objectionable/disturbing. The user's unique selection  
11 of filters creates a custom filter. Filters may be modified before and during the  
12 viewing process and are saved to the user's unique customer ID.

13 63. Before watching a particular movie or television episode, a customer  
14 must purchase a physical DVD containing the complete, unaltered version of the title  
15 from VidAngel. Every DVD available for purchase by a customer was first lawfully  
16 acquired by VidAngel as described above. VidAngel typically maintains the physical  
17 DVD on behalf of the purchasers, but purchasers may request that the DVD be sent to  
18 them or retrieve the DVD from VidAngel's offices. VidAngel will not provide its  
19 filtering service, however, if the DVD is not in its or the customer's possession. That  
20 requirement ensures that the one-to-one correspondence between the disc and the user  
21 is maintained.

22 64. Users are able to access the contents of their DVDs only by owning  
23 them. The purchase price for each DVD is \$20. To purchase a disc, users must log-  
24 on to the VidAngel website. First-time users are required to provide an email address  
25 to establish a unique user ID and create a password. Upon providing this  
26 information, users have the ability to access the current inventory of disks available to  
27 purchase.  
28

1           65. Once a purchase transaction has occurred, the disc is removed from  
2 available inventory and the title is transferred to that customer's unique user ID.  
3 After a customer purchases a physical DVD and selects his or her desired filters, the  
4 user is permitted to play a filtered version of the work on one device screen at a time.  
5 VidAngel filters the specific content identified by its customer to be screened as the  
6 content is streamed to the customer but makes no permanent fixed copy of the work  
7 as streamed. Neither VidAngel nor its users make any alteration to the underlying  
8 work.

9           66. A subscriber is able to view the stream instantaneously on any  
10 VidAngel-supported device, including Roku, Apple TV, Smart TV, Amazon Fire TV,  
11 Android, Chromecast, iPad/iPhone and desktop or laptop computers.

12           67. VidAngel's service relies on HTTP Live Streaming ("HLS") encryption  
13 to let customers enjoy video over HTTP for playback on devices running iOS,  
14 including the iPhone, iPad, iPod Touch, Roku, Chromecast, and desktop and laptop  
15 computers. VidAngel's service utilizes the Advanced Encryption Standard ("AES"),  
16 as well as other technologies, to seamlessly protect content from non-authorized  
17 streaming, piracy, and redistribution by others, with no detectable difference to video  
18 playback. VidAngel employs a one-screen policy for playback based on the user's  
19 account, IP address and other information.

20           68. Once a user has viewed it, the user may re-sell a movie or television  
21 program back to VidAngel for a partial credit of the \$20 purchase price. The sell-  
22 back price decreases \$1 per night for standard definition (SD) purchases and \$2 per  
23 night for high-definition (HD) purchases. Once a user sells the movie back to  
24 VidAngel, the user's access is immediately terminated. If the user decides to sell the  
25 disk back, the remaining balance is credited back to the user's VidAngel account.  
26 The credit can be used towards future purchases. For example: A \$20 SD disk is  
27 owned for 2 nights at \$1 per night and sold back for \$18 in sell-back credit. If a  
28 VidAngel customer keeps a DVD for more than 20 days, he or she can now view it

1 through the VidAngel platform in perpetuity or sell it back for \$1 or \$2 in credit. Or,  
2 VidAngel will send the DVD to the customer upon request at any time.

3 69. VidAngel has designed and engineered its filtering service to promote  
4 compliance with copyright law and the FMA. For example, just as a physical DVD  
5 could not be played simultaneously on multiple devices, VidAngel restricts a user's  
6 playback to one device at a time. VidAngel also streams a filtered work to just one of  
7 a user's registered devices at a time.

8 **VidAngel Reached Out to Counterclaim-Defendants to Explain Its Service**

9 70. Before VidAngel made its new service available to the public at large,  
10 VidAngel wrote to the general counsels of each of the Counterclaim-Defendants, as  
11 well as other content owners, on July 23, 2015, with follow-up letters on August 21,  
12 2015, introducing its business model and offering to meet with them to discuss the  
13 distribution of their content for filtering under the FMA. Attached as Exhibits A and  
14 B are true and correct copies of letters sent to Counterclaim-Defendants (or their  
15 parents), in July and August of 2015. VidAngel had over 750 titles available when it  
16 sent its letters to Counterclaim-Defendants asking for their input or offering to  
17 discuss VidAngel's business model.

18 71. Unbeknownst to VidAngel at the time, Counterclaim-Defendant Disney  
19 almost immediately accessed VidAngel's service after receiving VidAngel's first  
20 letter. On August 6, 2015, a Disney employee signed up for a VidAngel account  
21 using a non-descript Gmail account and providing payment information for the  
22 Director of Antipiracy Operations at Disney. Between August 2015 and April 2016,  
23 this Disney employee purchased and sold back 17 titles using VidAngel's services.  
24 Despite this apparent interest in VidAngel, Disney did not respond to VidAngel's  
25 offer to meet or discuss VidAngel's business.

26 72. Also in response to VidAngel's letters and growing user base,  
27 Counterclaim-Defendants, including Fox, sought guidance from the MPAA and each  
28 other concerning VidAngel's filtering services in or around July and August 2015. In

1 fact, 59 employees of Counterclaim-Defendants, the MPAA, or other MPAA studios  
2 exchanged 124 messages concerning VidAngel in August 2015 alone. During early  
3 2016, Fox again discussed VidAngel's services with the MPAA, and consulted with  
4 co-Counterclaim-Defendants Disney and Warner Bros. on the issue. Although it was  
5 seemingly interested and possibly concerned about VidAngel, Fox never met with  
6 VidAngel to discuss VidAngel's service or operations. In fact, although Fox and  
7 Time Warner, Inc. (Warner Bros.' parent) were the only Counterclaim-Defendants to  
8 respond to VidAngel's offer to meet, Fox failed to appear for two scheduled  
9 appointments. Likewise, Time Warner cancelled a conference call at the last minute  
10 and then failed to reschedule.

11 73. Overall, Counterclaim-Defendants' in-house counsel and outside counsel  
12 discussed VidAngel over 1,300 times by email alone before finally filing suit. At no  
13 point did any Counterclaim-Defendant send VidAngel a cease-and-desist letter, seek  
14 an injunction or any other type of relief.

#### 15 **The Studios' Choice to Enforce Their Anticompetitive Agreements**

16 74. Because unfiltered content falls outside the FMA, a service streaming  
17 unfiltered content (*i.e.* Netflix) is required to negotiate and pay for a streaming  
18 license with each studio. The studios generally charge \$3.50 per title to allow third  
19 party services to stream unfiltered content for 24 to 48 hours. After the third parties  
20 add their own mark-up, consumers usually pay around \$5.00 to watch new releases  
21 through these streaming services.

22 75. VidAngel has sought a streaming license from the studios, including  
23 Counterclaim-Defendants. Because of the restrictive and exclusionary terms of the  
24 DGA Agreement, the studios, including Counterclaim-Defendants, have refused to  
25 grant VidAngel a streaming license that would permit filtering. As a result, under  
26 VidAngel's current business model, the studios profit from VidAngel's initial  
27 purchase of each DVD title, but not each time that title is re-sold and streamed to a  
28 new customer. This allows VidAngel to offer consumers lower prices than unfiltered

1 streaming services, typically \$1.00-2.00 net cost per title.

2 76. Not only are VidAngel's prices lower, but its apps also are rated higher  
3 by users than the leading distribution platforms endorsed by the studios. For  
4 example, the VidAngel rating on Google Play is 4.8 stars whereas Netflix is 4.4 stars,  
5 Hulu is 4.1 stars, and Disney Movies Anywhere is 3.9 stars. For all ratings on the  
6 Apple App Store, VidAngel has 5 stars, Netflix has 3.5 stars, Hulu has 2 stars, and  
7 Disney Movies Anywhere has 3.5 stars. On Roku, VidAngel has 4.5 stars, Netflix  
8 has 3 stars, Hulu has 3.5 stars and Disney Movies Anywhere has 3.5 stars.

9 77. About 96% of VidAngel's purchases have come from users who chose  
10 more than one filter. This filtered-only viewership adds to the studios' bottom lines  
11 because these purchases would not have occurred but for VidAngel and its filtering  
12 services. Nonetheless, the studios have economic and other control motives to  
13 subvert VidAngel's business because VidAngel's DVDs are re-sold and streamed to a  
14 new customer an average of 16 times each in the first four weeks of the new release.  
15 Because Counterclaim-Defendants have denied VidAngel a streaming license, they  
16 do not receive a profit from each instance a title is re-sold and streamed like they  
17 would from a service, such as Netflix, that has a streaming license. Although this  
18 could be easily remedied by granting VidAngel a streaming license with a per use  
19 charge, Counterclaim-Defendants have instead chosen to enforce their  
20 anticompetitive agreements which prohibit filtering by denying VidAngel such a  
21 license rather than confronting the DGA or changing the terms of their contracts with  
22 the directors who produce their motion picture and television content.

23 78. In addition to the studios' economic and control motivations,  
24 VidAngel's success has also detracted from Counterclaim-Defendant Disney's  
25 reputation and brand as the longstanding guardian of children and family interests in  
26 the industry.

27 79. There are significant drawbacks to VidAngel's current business model  
28 because it does not have a streaming license. For example, VidAngel spends one-

1 third of all capital raised on the purchase of DVDs and has high overhead costs  
2 stemming from the maintenance of its secure vault. It also sustains losses when it  
3 overstocks its inventory with a particular title that its customers ultimately do not  
4 purchase, or is forced to send “out of stock” notices when its inventory on a  
5 particularly popular title is too low. VidAngel sent over 250,000 out of stock notices  
6 in August 2016 alone – meaning VidAngel turned away 250,000 potential purchases  
7 it could have consummated if it had a standard streaming distribution agreement that  
8 allowed for filtering. Despite its attempts to cooperate, collaborate and consult with  
9 each studio, VidAngel has been forced into this inefficient business model by virtue  
10 of their collective anticompetitive conduct.

11 **FIRST COUNTERCLAIM FOR RELIEF**

12 **By VidAngel against All Counterclaim-Defendants**

13 **(Violation of Section 1 of the Sherman Act (15 U.S.C. § 1))**

14 80. VidAngel incorporates herein by reference each and every averment  
15 contained in all preceding paragraphs.

16 **Relevant Product/Service Market**

17 81. The relevant product/service market for antitrust purposes in this case is  
18 the implementation of online remote filtering services for high-grossing motion  
19 picture productions and high-rated television productions, including without  
20 limitation, the implementation of filtering services for digital content applications  
21 available on modern mobile devices, including smartphone and remote streaming  
22 devices.

23 82. There is extremely low cross-elasticity of demand and/or no reasonably  
24 interchangeable substitutes for online remote filtering services. Over VidAngel’s  
25 entire history, nearly 96% of VidAngel’s purchasers selected multiple filters,  
26 demonstrating the fact that the version of the motion picture or television show  
27 VidAngel streams is of a different character than the version available through other  
28

1 non-filtering streaming services like Google Play, Amazon Video, VUDU and  
2 iTunes.

### 3 **Relevant Geographic Market**

4 83. The relevant geographic market for antitrust purposes in this case is the  
5 entire United States which is the area of effective competition in which the parties  
6 operate and to which customers can practically turn for online remote filtering  
7 services.

### 8 **Antitrust Standing**

9 84. VidAngel has the requisite standing to assert antitrust claims against  
10 these Counterclaim-Defendants because VidAngel is a participant and competitor in  
11 the relevant market and has suffered injury by reason of the unreasonable restraints  
12 and concerted exclusionary conduct of the Counterclaim-Defendants.

### 13 **Contracts and Combination to Unreasonably Restrain Competition**

14 85. Even without consideration or aggregation of their unnamed co-  
15 conspirators, Counterclaim-Defendants represent nearly 57% percent of motion  
16 picture revenue, and over a period of many decades, have established collective and  
17 total control over motion picture, film and television productions in the U.S. – the  
18 raw material needed to effectively compete in the relevant online remote filtering  
19 services market. To date in 2016, each Counterclaim-Defendant enjoys the following  
20 market shares based on overall gross revenue in the motion picture industry: Fox,  
21 14.1%; Warner Bros., 16.5%; and Disney (through its subsidiary Buena Vista),  
22 26.2%. The production and distribution of all motion pictures accounts for  
23 approximately \$11.5 billion dollars annually. Accordingly, Counterclaim-Defendants  
24 collectively have market power because of their ability to exclude competition and/or  
25 control prices or output in the filtering services market.

26 86. Counterclaim-Defendants also have significant television-related  
27 ventures. Warner Bros.’s television outlets produced more than 70 series in the 2015-  
28 2016 season and comprise the largest television production company measured by

1 revenue and library. Disney's television portfolio includes the Disney Channel, ABC  
2 Television Network, 50% ownership of A&E Network, and an 80% stake in ESPN.  
3 Disney and Fox, among others, are co-owners of the streaming television service  
4 Hulu. In addition to Hulu, Fox's television ventures also include FOX News, Fox  
5 Sports Networks, FOX Sports, FX, and National Geographic.

6 87. As evidenced above, the motion picture and television production and  
7 distribution markets are controlled by an oligopoly of entrenched and vertically-  
8 integrated enterprises. As a result, there are high barriers to entry, including capital  
9 and access to talent, which limit access to potential new entrants. Further,  
10 Counterclaim-Defendants' restrictions, threats and arrangements have created a  
11 barrier that precludes effective entry by other competitors. As a result, the quality  
12 and variety of offerings in the online remote filtering market have been reduced and  
13 constrained.

14 88. As set forth above, Counterclaim-Defendants and their unnamed co-  
15 conspirators entered into one or more agreements that unreasonably restrained  
16 interstate trade in violation of Section 1 of the Sherman Act and Section 4 of the  
17 Clayton Act, 15 U.S.C. §§ 1, 15.

18 89. Counterclaim-Defendants voluntarily entered into a written contract with  
19 the DGA on July 1, 2014, as described above, in which they agreed to prohibit  
20 secondary editing or filtering of motion pictures or television programs and which  
21 prohibits Counterclaim-Defendants from entering into distribution agreements that  
22 permit such filtering. These agreements impose vertical non-price restraints on  
23 distributors, exhibitors, and other companies in the market for online remotefiltering  
24 services of motion pictures and television shows and amount to a group boycott or  
25 other concerted refusal to deal with VidAngel in violation of the antitrust laws.

26 90. Counterclaim-Defendants have entered into licensing agreements with  
27 Google Play and other digital content distributors. In furtherance of their  
28 combination to restrain the market for online filtering services, Counterclaim-

1 Defendants have inserted provisions into those license agreements which prohibit  
2 these distributors from implementing filtering services for digital content applications  
3 available on modern mobile devices, including smartphones and remote streaming  
4 devices.

5 91. In furtherance of their combination to restrain the market for online  
6 filtering services, Counterclaim-Defendants placed pressure on Google Play to not  
7 enter into a partnership with VidAngel and to deny VidAngel access to Google Play's  
8 services. Counterclaim-Defendants orchestrated this boycott of VidAngel to further  
9 their own commercial profit, artificially raise prices, reduce output and force  
10 VidAngel out of business.

11 92. The actions complained of herein will continue to restrain and adversely  
12 affect interstate commerce in that provision of filtering services crosses state lines.  
13 Each Counterclaim-Defendant and VidAngel purchase a substantial volume of goods,  
14 services, and supplies in interstate commerce which are, or are threatened to be,  
15 adversely affected by the unlawful conduct alleged herein.

16 **Antitrust Injury and Damage to VidAngel**

17 93. The anticompetitive scheme and plan of the Counterclaim-Defendants to  
18 unreasonably restrain trade in the above-described trade and commerce has been done  
19 with the intent to specifically eliminate online filtering of motion picture and  
20 television productions as a viable industry.

21 94. A copyright holder enjoys a "distribution right" and may initially sell, or  
22 not sell, copies of a copyrighted work to others on such terms as he or she sees fit.  
23 However, the copyright holder's distribution right is limited to the first sale of the  
24 copyrighted item. Under the "first sale" doctrine, codified at 17 U.S.C. § 109(a), "the  
25 distribution right may be exercised solely with respect to the initial disposition of  
26 copies of a work, not to prevent or restrict the resale or other further transfer of  
27 possession of such copies."

28 95. Counterclaim-Defendants' right to control distribution of a copy of a

1 copyrighted movie release *ends* once the copy has been sold. The distribution right  
2 may not lawfully be exercised after the initial sale, “to prevent or restrict the resale or  
3 further transfer of possession of such copies.”

4 96. Counterclaim-Defendants’ attempts to prevent and restrict VidAngel  
5 from offering its buy-sell-back service to customers constitute an attempt to  
6 unlawfully restrict the resale of goods. Any such attempt is an illegal restraint of  
7 trade.

8 97. Counterclaim-Defendants’ collusive conduct and unlawful contracts  
9 have produced antitrust injury, and unless enjoined by this Court, will continue to  
10 produce at least the following actual and demonstrative anticompetitive, exclusionary  
11 and injurious effects upon competition and consumers in interstate commerce:

12 (a) competition and output in the relevant filtering market has been  
13 substantially and reasonably restricted, lessened, foreclosed and eliminated;

14 (b) barriers to entry into the relevant filtering market have been raised  
15 which has prevented or delayed the entry of new filtering competitors;

16 (c) consumer choice has been, and will continue to be, significantly  
17 reduced, limited and constrained as to selection, price and quality of filtering services  
18 in the United States;

19 (d) consumer access to VidAngel’s competitive filtering services has  
20 been artificially restricted and reduced and its filtering service offerings will continue  
21 to be excluded from the market; and

22 (e) the will of the people and of Congress in enacting the FMA has  
23 been frustrated, subverted and thwarted.

24 98. As a result of Counterclaim-Defendants’ concerted activity, VidAngel  
25 was denied access to Google Play’s digital distribution service and therefore has  
26 suffered antitrust injury. Counterclaim-Defendants’ conduct has had an  
27 anticompetitive effect on the development of the market for online filtering services  
28 for high-quality video content within the United States; in fact, their misconduct has

1 substantially deprived and actually threatens to effectively extinguish that market.

2 99. There are no business, technological or other efficiencies that require or  
3 justify Counterclaim-Defendants' imposition of such exclusionary and  
4 anticompetitive conditions and restrictions.

5 100. By reason of, and as a direct and proximate result of the violations  
6 alleged herein, Counterclaimant VidAngel has suffered and may continue to suffer  
7 substantial financial injury in its business and property by Counterclaim-Defendants'  
8 and unnamed co-conspirators continuing violations of the antitrust laws.  
9 Counterclaim-Defendants' unlawful conduct was calculated to eliminate  
10 Counterclaimant as a viable competitor in the filtering market. Due to Counterclaim-  
11 Defendants' contract and combination, VidAngel lost substantial profits and profit  
12 opportunities. Counterclaim-Defendants' coordinated and focused anticompetitive  
13 conduct has cumulatively, incrementally, and unreasonably restricted competition and  
14 devastated VidAngel's business. As a result, VidAngel has been deprived of  
15 revenues and profits they would have otherwise made, suffered diminished market  
16 growth and sustained a loss of goodwill and going concern value. Counterclaim-  
17 Defendants' conduct has decreased VidAngel's business volume and substantially  
18 diminished its business value.

19 101. VidAngel does not yet know the precise extent of its past damages and  
20 when ascertained will ask leave of this Court to insert said sum herein.

21 **SECOND COUNTERCLAIM FOR RELIEF**

22 **By VidAngel against All Counterclaim-Defendants**

23 **(Intentional Interference with**

24 **Prospective Economic Advantage)**

25 102. VidAngel incorporates herein by reference each and every averment  
26 contained in all preceding paragraphs.

27 103. This Court has jurisdiction over this Second Counterclaim for Relief  
28 based on the doctrine of supplemental jurisdiction (28 U.S.C. § 1367) because this

1 Counterclaim for Relief arises from the same transactions and from a common  
2 nucleus of operative facts as alleged in the federal causes of action.

3 104. VidAngel has developed advantageous prospective business and  
4 economic relationships with business partners to expand VidAngel's business,  
5 visibility and availability to consumers, and which promise a continuing probability  
6 of future economic benefit to VidAngel. Counterclaim-Defendants knew, or  
7 reasonably should have known, of the existence of those prospective economic  
8 advantages.

9 105. Counterclaim-Defendants, with the intent of disrupting and destroying  
10 VidAngel's business relationships, have deliberately undertaken the illegal practices  
11 described herein thereby inducing VidAngel's actual and prospective partners, such  
12 as YouTube and Google Play, not to enter into such prospective contractual  
13 relationships with VidAngel. As such Counterclaim-Defendants' conduct was  
14 wrongful.

15 106. By means of the alleged actions, including but not limited to the unfair,  
16 anticompetitive and/or predatory acts set herein, Counterclaim-Defendants intended  
17 to pressure and induce these customers to end or disrupt their prospective economic  
18 relationships with VidAngel. As a direct and proximate result of Counterclaim-  
19 Defendants' actions as alleged herein, many of the economic benefits from  
20 Counterclaimant's prospective customers have been lost. Counterclaim-Defendants  
21 knew these disruptions or interferences were substantially certain to occur as a result  
22 of their conduct.

23 107. Counterclaim-Defendants' conduct was a substantial factor in causing  
24 financial injury to VidAngel and has rendered it more difficult for VidAngel to  
25 remain and survive as a viable competitor. VidAngel has sustained and will continue  
26 to sustain damages, the exact amount of which is extremely difficult to calculate, and  
27 presently unknown, but which will be proven at trial.

28 108. Counterclaim-Defendants' wrongful conduct in interfering with such

1 prospective business contractual relations is intentional, malicious and without  
2 justification and such conduct and overall scheme was undertaken solely to hinder, if  
3 not eliminate, competition. Their anticompetitive conduct was not privileged or  
4 excused and was without any legitimate business justification. Counterclaim-  
5 Defendants have knowingly engaged in such wrongful conduct for the purpose of  
6 excluding competition, damaging VidAngel's goodwill, and to deprive consumers of  
7 the benefits of free and open competition. Counterclaim-Defendants committed each  
8 of the foregoing acts willfully, fraudulently, oppressively, maliciously and with the  
9 wrongful intention of injuring VidAngel's prospective business relationships.  
10 Accordingly, VidAngel is entitled to punitive and exemplary damages sufficient to  
11 serve as an example and to punish Counterclaim-Defendants.

12 109. As a result of the foregoing acts, VidAngel has suffered, and will  
13 continue to suffer, irreparable injury for which there is no adequate remedy at law  
14 unless Counterclaim-Defendants are enjoined by this Court.

15 **THIRD COUNTERCLAIM FOR RELIEF**

16 **By VidAngel against All Counterclaim-Defendants**

17 **(Unfair Competition in Violation of**

18 **Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

19 110. VidAngel incorporates herein by reference each and every averment  
20 contained in all preceding paragraphs.

21 111. This Court has jurisdiction over this Third Counterclaim for Relief based  
22 on the doctrine of supplemental jurisdiction (28 U.S.C. § 1367) because this  
23 Counterclaim for Relief arises from the same transactions and from a common  
24 nucleus of operative facts as alleged in the federal causes of action.

25 112. Section 17200 *et seq.* of the California Business & Professions Code is  
26 written in the disjunctive and broadly covers three varieties of unfair competition –  
27 acts that are unlawful, or unfair, or fraudulent. The statute's intent and purpose is to  
28 protect both consumers and competitors by promoting fair competition in commercial

1 markets for goods and services.

2 113. Counterclaimant VidAngel is a “person” within the meaning of  
3 California Business & Professions Code § 17201.

4 114. As alleged herein, Counterclaim-Defendants’ conduct constitutes  
5 “unfair” business practices. A practice may be deemed unfair even if not specifically  
6 proscribed by some other law although here the conduct violates both the FMA and  
7 the Sherman Act. Conduct that significantly threatens or harms competition, or  
8 threatens an incipient violation of an antitrust law, may be deemed to be “unfair.”

9 115. As alleged herein, Counterclaim-Defendants’ anticompetitive conduct is  
10 also “unlawful.” Within the meaning of § 17200, virtually any violation of any civil  
11 or criminal federal, state or municipal, statutory, regulatory, court-made, or local law  
12 can serve as a predicate for an “unlawful” claim.

13 116. By reason of, and as a direct and proximate result of Counterclaim-  
14 Defendants’ unfair and unlawful practices and conduct, Counterclaimant VidAngel  
15 has suffered and will continue to suffer, economic injury to its business and property.

16 117. Counterclaim-Defendants’ unfair and unlawful conduct has caused  
17 economic harm to Counterclaimant VidAngel, competition and consumers.

18 118. Pursuant to Section 17203, the entry of permanent and mandatory  
19 injunctive relief against Counterclaim-Defendants is necessary to enjoin the ongoing  
20 wrongful business conduct. An injunction is needed to enable and restore  
21 competition in the online filtering market.

22 **FOURTH COUNTERCLAIM FOR RELIEF**

23 **By VidAngel against All Counterclaim-Defendants**

24 **(Declaratory Relief Regarding VidAngel’s Current System)**

25 119. VidAngel incorporates herein by reference each and every averment  
26 contained in all preceding paragraphs.

27 120. An actual controversy has arisen and now exists between VidAngel and  
28 Counterclaim-Defendants concerning whether VidAngel’s current system violates

1 copyright law. VidAngel’s system is designed and operates as follows:

- 2 (a) VidAngel lawfully purchases Blu-rays and DVDs (both referred to as  
3 “DVD” in this prayer);
- 4 (b) VidAngel uses a commercially available software program to  
5 automatically allow read-access for the purpose of mounting the DVD  
6 files for uploading onto a computer, in the process removing restrictions  
7 on DVD encryption;
- 8 (c) VidAngel extracts the subtitle/caption data files and then creates  
9 Matroska files of the feature films;
- 10 (d) VidAngel uploads the subtitle/caption data files and Matroska files  
11 (collectively known as the “pre-filter files” or “PF” files) onto a secure  
12 folder on a third-party Internet service provider’s cloud storage service  
13 (“CSS”) and uploads the subtitle/caption into a separate CSS folder;
- 14 (e) VidAngel destroys the Matroska files;
- 15 (f) VidAngel boots an encoding and segmenting server (“ESS”) to run two  
16 scripts, including an encoding script and a segmenting script.
- 17 (g) The encoding script temporarily copies the PF files from the CSS to the  
18 ESS, uses ffmpeg to prepare the PF files for tagging and filtering, creates  
19 a single mp4 file (640 kilobytes per second bitrate) for tagging (when  
20 that is not performed beforehand on YouTube or when corrections need  
21 to be made to the tags), copies the mp4 file from the ESS to a secure  
22 CSS location, creates four Transport Stream files (“TS files”) at 640,  
23 1200, 2040 and 4080 bitrates for filtering, copies the TS files to a secure  
24 location on the CSS, and deletes all copies and files on the ESS, and is  
25 run once for each title’s Matroska file;
- 26 (h) The segmenting script temporarily copies the TS files from the CSS to  
27 the ESS, segments the TS files for adaptive bitrate streaming (the HLS  
28 specification) based on both 9-10 second intervals and the locations of

1 each tag for the title (which could be as short as 2 tenths of a second),  
2 creates thumbnail files for player scrubbing preview for each non-  
3 filterable segment, saves a comma-separated values (CSV) file  
4 containing the results of the segmenting process for each segment,  
5 uploads the CSV file for use by the filtering system, encrypts each  
6 segment of each bitrate with a new and unique encryption key, copies  
7 the unencrypted segments from the ESS to a secure location on the CSS,  
8 copies the encrypted segments from the ESS onto a publicly accessible  
9 location on the CSS, copies the encryption keys from the ESS to a secure  
10 location on the CSS, deletes older revision files on the CSS, and deletes  
11 all copies and files on the ESS;

12 (i) VidAngel lawfully purchases additional DVDs;

13 (j) VidAngel enters the information concerning the additional DVDs into an  
14 inventory system;

15 (k) VidAngel applies bar codes to the DVD packages;

16 (l) VidAngel sells specific, individual DVDs to specific customers;

17 (m) VidAngel requires each customer to select one or more filters; and

18 (n) VidAngel streams content from the DVD to each purchaser while  
19 applying the filters chosen by that customer.

20 121. Counterclaim-Defendants contend that VidAngel's operating system as  
21 described in the preceding paragraph infringes their exclusive rights to copy and  
22 make public performances of their copyrighted works in violation of 17 U.S.C. § 101  
23 *et seq.*, whereas VidAngel contends that this system is fully consistent with the FMA  
24 and otherwise complies with copyright law.

25 122. VidAngel desires a judicial determination of the legality of its current  
26 operating system, and the respective rights and duties of the parties. A judicial  
27 declaration is necessary and appropriate so that VidAngel and Counterclaim-  
28 Defendants may ascertain their rights and duties under copyright law.



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**SIXTH COUNTERCLAIM FOR RELIEF**  
**By VidAngel against All Counterclaim-Defendants**  
**(Declaratory Relief Regarding Remote Streaming of**  
**Filtering Technology Under the FMA)**

127. VidAngel incorporates herein by reference each and every averment contained in all preceding paragraphs.

128. An actual controversy has arisen and now exists between VidAngel and Counterclaim-Defendants concerning whether the practice of remotely streaming a filtering technology to users is permissible under the FMA. Counterclaim-Defendants contend that such a practice infringes their exclusive right to publicly perform their copyrighted works in violation of 17 U.S.C. § 101 *et seq.* VidAngel contends that such a practice is fully consistent with the FMA and otherwise complies with copyright law.

129. VidAngel contends that the plain language of the FMA endorses the use of remote streaming of filtering technology. The FMA provides that it is not a violation of copyright for a third party, operating at the direction of a member of a private household, to make limited portions of audio or video content imperceptible “during a performance . . . *transmitted* to that household for private home viewing . . .” 17 U.S.C. § 110(11) (emphasis added). Such a transmission is clearly broad enough to include remote streaming; indeed, the Copyright Act states that “[t]o transmit a performance or display is to communicate it by *any device or process* whereby images or sounds are received beyond the place from which they are sent.” 17 U.S.C. § 101 (emphasis added). The legislative history also makes clear that remote streaming of filtering technology is authorized by the FMA:

The bill as proposed in the Senate makes clear that, under certain conditions, “making imperceptible” of limited portions of audio or video content of a motion picture—that is, skipping and muting limited portions of movies without adding any content—as well as the creation or provision of a computer program or other technology that enables

1 such making imperceptible, does not violate existing copyright or  
2 trademark laws. That is true whether the movie is on prerecorded  
3 media, like a DVD, or is transmitted to the home, as through pay-per-  
view and “video-on-demand” services.

4 150 Cong. Rec. S11852-01. Additionally, VidAngel privately transmits its filtering  
5 technology to an individual user in his own household consistent with established  
6 copyright law. *See Fox Broad. Co. v. Dish Network LLC*, 2015 WL 1137593, at \*13  
7 (C.D. Cal. Jan. 20, 2015) (holding that transmissions to owners or valid possessors of  
8 copyrighted programming are not public performances).

9 130. VidAngel desires a judicial determination of the legality of remotely  
10 streaming a filtering technology to users and the respective rights and duties of the  
11 parties with respect to this practice. A judicial declaration is necessary and  
12 appropriate so that VidAngel and Counterclaim-Defendants may ascertain their rights  
13 and duties under copyright law.

#### 14 **SEVENTH COUNTERCLAIM FOR RELIEF**

#### 15 **By VidAngel against All Counterclaim-Defendants**

#### 16 **(Declaratory Relief Regarding Prior Authorization Under the FMA)**

17 131. VidAngel incorporates herein by reference each and every averment  
18 contained in all preceding paragraphs.

19 132. An actual controversy has arisen and now exists between VidAngel and  
20 Counterclaim-Defendants concerning whether the FMA requires VidAngel to obtain  
21 prior authorization from Counterclaim-Defendants before streaming Counterclaim-  
22 Defendants’ copyrighted works to individual users pursuant to the FMA.

23 Counterclaim-Defendants contend that without their prior authorization, the  
24 streaming of filtered versions of their works infringes their exclusive rights to copy  
25 and publicly perform their works in violation of 17 U.S.C. § 101 *et seq.*, whereas  
26 VidAngel contends that the FMA requires no such prior authorization.

27 133. VidAngel contends that the FMA expressly allows the filtering and  
28

1 streaming of third-party works at the direction of private persons without obtaining  
2 authorization from the copyright holder to make limited alterations to the copyrighted  
3 content. The plain language of the FMA permits a third party operating “by or at the  
4 direction of a member of a private household” to filter audio or video content “from  
5 an authorized copy of the motion picture . . . .” 17 U.S.C. § 110(11). Nothing in the  
6 FMA requires a third party to obtain authorization from copyright holders before  
7 making “limited portions of audio or video content” imperceptible for performance in  
8 “private home viewing[.]” *Id.*; *see also* 150 Cong. Rec. S11852-01 (stating that  
9 “skipping and muting from an unauthorized or ‘bootleg’ copy of a motion picture  
10 would not be exempt.”) Consistent with the plain language of the FMA and  
11 copyright law, VidAngel contends that it lawfully operates at the direction of  
12 members of private households and properly purchased and owned “authorized  
13 cop[ies]” of the titles at issue in DVD format before selling the DVDs to its  
14 customers.

15 134. VidAngel desires a judicial determination as to whether it is required by  
16 the FMA to obtain Counterclaim-Defendants’ prior authorization before providing its  
17 filtering service to individuals under the FMA, and the respective rights and duties of  
18 the parties with respect to this practice. A judicial declaration is necessary and  
19 appropriate so that VidAngel and Counterclaim-Defendants may ascertain their rights  
20 and duties under copyright law.

### 21 **PRAYER FOR RELIEF**

22 WHEREFORE, VidAngel respectfully requests that this Court award the  
23 following relief:

24 1. That the conduct alleged in the First Counterclaim for Relief herein be  
25 adjudged to be in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

26 2. That, pursuant to Section 4 of the Clayton Act (15 U.S.C. § 15),  
27 VidAngel recover treble the amount of its actual damages sustained by reason of  
28 those federal antitrust violations.

1           3.       That, pursuant to Section 4 of the Clayton Act (15 U.S.C. § 15),  
2 VidAngel be awarded a reasonable attorneys' fee and costs of litigation.

3           4.       That, pursuant to Section 16 of the Clayton Act (15 U.S.C. § 26), the  
4 Court enjoin Counterclaim-Defendants from their continuing anticompetitive and  
5 wrongful conduct.

6           5.       That the conduct alleged in the Second Counterclaim for Relief herein be  
7 adjudged to constitute intentional interference with prospective advantage.

8           6.       That VidAngel be awarded punitive or exemplary damages on its tort  
9 claim.

10          7.       That the conduct alleged in the Third Counterclaim for Relief herein be  
11 adjudged to be unfair and/or unlawful business practice in violation of § 17200 of the  
12 California Business & Professions Code.

13          8.       That pursuant to § 17203 of the California Business & Professions Code,  
14 the unfair and/or unlawful business practices of Counterclaim-Defendants be  
15 permanently enjoined.

16          9.       That pursuant to Section 1021.5 of the California Code of Civil  
17 Procedure, VidAngel be awarded reasonable attorneys' fees.

18          10.       Pursuant to 28 U.S.C. § 2201, a declaration that VidAngel's current  
19 system does not violate copyright law, to the extent it operates as follows:

- 20           (a)       VidAngel lawfully purchases Blu-rays and DVDs (both referred to as  
21                   "DVD" in this prayer);
- 22           (b)       VidAngel uses a commercially available software program to  
23                   automatically allow read-access for the purpose of mounting the DVD  
24                   files for uploading onto a computer, in the process removing restrictions  
25                   on DVD encryption;
- 26           (c)       VidAngel extracts the subtitle/caption data files and then creates  
27                   Matroska files of the feature films;
- 28           (d)       VidAngel uploads the subtitle/caption data files and Matroska files

1 (collectively known as the “pre-filter files” or “PF” files) onto a secure  
2 folder on a third-party Internet service provider’s cloud storage service  
3 (“CSS”) and uploads the subtitle/caption into a separate CSS folder;

4 (e) VidAngel destroys the Matroska files;

5 (f) VidAngel boots an encoding and segmenting server (“ESS”) to run two  
6 scripts, including an encoding script and a segmenting script.

7 (g) The encoding script temporarily copies the PF files from the CSS to the  
8 ESS, uses ffmpeg to prepare the PF files for tagging and filtering, creates  
9 a single mp4 file (640 kilobytes per second bitrate) for tagging (when  
10 that is not performed beforehand on YouTube or when corrections need  
11 to be made to the tags), copies the mp4 file from the ESS to a secure  
12 CSS location, creates four Transport Stream files (“TS files”) at 640,  
13 1200, 2040 and 4080 bitrates for filtering, copies the TS files to a secure  
14 location on the CSS, and deletes all copies and files on the ESS, and is  
15 run once for each title’s Matroska file;

16 (h) The segmenting script temporarily copies the TS files from the CSS to  
17 the ESS, segments the TS files for adaptive bitrate streaming (the HLS  
18 specification) based on both 9-10 second intervals and the locations of  
19 each tag for the title (which could be as short as 2 tenths of a second),  
20 creates thumbnail files for player scrubbing preview for each non-  
21 filterable segment, saves a comma-separated values (CSV) file  
22 containing the results of the segmenting process for each segment,  
23 uploads the CSV file for use by the filtering system, encrypts each  
24 segment of each bitrate with a new and unique encryption key, copies  
25 the unencrypted segments from the ESS to a secure location on the CSS,  
26 copies the encrypted segments from the ESS onto a publicly accessible  
27 location on the CSS, copies the encryption keys from the ESS to a secure  
28 location on the CSS, deletes older revision files on the CSS, and deletes

- 1 all copies and files on the ESS;
- 2 (i) VidAngel lawfully purchases additional DVDs;
- 3 (j) VidAngel enters the information concerning the additional DVDs into an
- 4 inventory system;
- 5 (k) VidAngel applies bar codes to the DVD packages;
- 6 (l) VidAngel sells specific, individual DVDs to specific customers;
- 7 (m) VidAngel requires each customer to select one or more filters; and
- 8 (n) VidAngel streams content from the DVD to each purchaser while
- 9 applying the filters chosen by that customer.

10 11. A declaration that the buy-sell-back provision in VidAngel’s current  
11 business model complies with the FMA and does not otherwise violate copyright law,  
12 and that Counterclaim-Defendants’ attempts to prevent VidAngel from offering its  
13 buy-sell-back service to customers constitute an attempt to unlawfully restrict the  
14 resale of goods;

15 12. A declaration that VidAngel’s current practice of decrypting DVDs for  
16 the sole purpose of converting them into a format capable of being filtered to  
17 streaming devices pursuant to the FMA does not violate the Digital Millennium  
18 Copyright Act and does not infringe the reproduction rights of copyright holders;

19 13. A declaration that VidAngel’s current practice of remotely streaming its  
20 filtering technology to users is permissible under the FMA and does not infringe the  
21 public performance rights of copyright holders;

22 14. A declaration that VidAngel is not required to obtain prior authorization  
23 from Counterclaim-Defendants before streaming Counterclaim-Defendants’  
24 copyrighted works to individual users pursuant to the FMA;

25 15. Such further relief as this Court deems just and appropriate.

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DATED: September 16, 2016

Respectfully submitted,

BLECHER COLLINS & PEPPERMAN, P.C.

By:           /s/ Maxwell M. Blecher            
Maxwell M. Blecher

BAKER MARQUART LLP

By:           /s/ Ryan G. Baker            
Ryan G. Baker

Attorneys for Defendant and Counterclaimant  
VidAngel, Inc.

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**DEMAND FOR JURY TRIAL**

VidAngel hereby demands trial by jury pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and Civil Local Rule 38-1.

DATED: September 16, 2016      Respectfully submitted,

BLECHER COLLINS & PEPPERMAN, P.C.

By:           /s/ Maxwell M. Blecher            
Maxwell M. Blecher

BAKER MARQUART LLP

By:           /s/ Ryan G. Baker            
Ryan G. Baker

Attorneys for Defendant and Counterclaimant  
VidAngel, Inc.

85973.3

# **EXHIBIT A**

Highly Confidential -Pursuant to Protective Order  
of Tedd Cittadine-Rule (30)(b)(6)

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

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

Plaintiffs, )

vs. )

Case No. CV16-04109

VIDANGEL, INC., )

Defendant. )

\_\_\_\_\_  
AND RELATED CROSS-ACTION. )

(COMPLETE CAPTION ON THE FOLLOWING PAGE.)

C O N F I D E N T I A L

(PURSUANT TO PROTECTIVE ORDER, THE FOLLOWING  
TRANSCRIPT HAS BEEN DESIGNATED  
"HIGHLY CONFIDENTIAL")

Pursuant to Rule 30(b)(6)

VIDEOTAPED DEPOSITION OF TEDD CITTADINE

Tuesday, August 9, 2016

at 9:19 a.m.

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of Tedd Cittadine-Rule (30)(b)(6)

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1 MR. MARQUART: Asking today --

2 MR. KLAUS: Okay.

3 MR. MARQUART: -- if he knows.

4 We've just trying to get his  
5 understanding of the meaning of words.

6 MR. KLAUS: I -- sure. I just want to be  
7 sure we're talking about the same time period.

8 THE DEPONENT: And the question was how  
9 consumers consumed or viewed digital content in  
10 2005?

11 BY MR. MARQUART:

12 Q. Yes.

13 A. So my understanding now of -- of that  
14 time period back then would be just as a -- a  
15 general consumer.

16 My memory of -- of 2005, people watched  
17 content on a DVD. They were the very first  
18 digital-distribution services that were  
19 downloadable to the PC at home.

20 There were, you know, beginnings of  
21 digital broadcast on satellite and cable  
22 television, and over-the-air transmission are just  
23 a -- a subset of the -- the ways people could  
24 consume digital forms of -- of video.

25 Q. Okay. Do you have any understanding as

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1 to -- we -- we talked about DVDs previously.

2 But is it your understanding that all  
3 DVDs at this time, or any digital discs, they were  
4 encrypted -- all that were sold were encrypted?

5 A. I don't think I would be able to answer  
6 that from my expertise now --

7 Q. Okay.

8 A. -- nor as a consumer back then.

9 I know that today we have encryption on  
10 our physical disc product. I believe that was the  
11 case generally, but I can't comment if that was  
12 100 percent of the circumstances back in 2005.

13 Q. Do you today have encryption on all of  
14 your VOD products?

15 A. Yes, I believe we do.

16 Q. Okay. So we talked about streaming being  
17 one way of transmitting.

18 Is it possible, in your understanding,  
19 to perform filtering of a streamed copy to a  
20 household without first unlocking the encryption on  
21 the copy, if you know?

22 MR. KLAUS: Wait a second.

23 I object on the grounds that's it vague  
24 and ambiguous.

25 You can answer based on how much you

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of Tedd Cittadine-Rule (30)(b)(6)

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1 understand.

2 THE DEPONENT: Sure.

3 So my general knowledge -- again, not as  
4 a video engineer -- as a -- a business person with  
5 knowledge of this, is streaming is a method -- is a  
6 delivery method to get video content, again from an  
7 authorized retailer, to an authorized consumer, one  
8 of the technologies that our clients employ with  
9 encryption on it.

10 The function of encryption is to maintain  
11 the integrity and the usage rules and the  
12 content-protection structure that we and our  
13 clients have mutually agreed upon.

14 And to my knowledge, I don't believe that  
15 that can be changed, that fundamental structure can  
16 be changed if encryption is -- is resonate.

17 But I can't tell that you that for sure  
18 again, because I'm not a video engineer, and I  
19 don't know all of the ways that encryption can be  
20 either legally or -- or illegally or not -- not  
21 authorized to be removed.

22 BY MR. MARQUART:

23 Q. Okay. Do you -- let me ask you just  
24 about a general understanding --

25 A. Sure.

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1 Q. -- as you sit here now, of the state of  
2 disc protection in 2005.

3 Generally, do you have an understanding  
4 that DVDs that were marketed on the market were, in  
5 general, encrypted?

6 A. Again, I don't know if I can -- can give  
7 a -- I'm not giving an expert opinion here.

8 Q. Uh-huh.

9 A. Just my general knowledge of business  
10 today, and my knowledge a consumer back in -- in  
11 2005, I -- I believe there was encryption on  
12 physical disc products on DVDs.

13 I don't know if that was 100 percent of  
14 DVDs or something less than 100 percent of DVDs.

15 Q. Okay. All right. So we've -- we've  
16 accomplished the definition of filtering as I mean  
17 it.

18 A. Sure.

19 Q. And to clarify, just to be sure, by  
20 "filtering," what I mean is the making  
21 imperceptible of limited portions of audio or video  
22 content of a motion picture.

23 A. Uh-huh.

24 Q. And I mean to include the bleeping,  
25 removing, and cutting that you testified to.

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1 treating the intellectual property very  
2 respectfully and very thoughtfully.

3 So that's our general -- our general  
4 viewpoint.

5 And so we're very careful on how we  
6 grants rights to clients; and we want to work with  
7 them to make sure it's the best experience; and we  
8 want to work with them to make sure it's offered in  
9 a way that's good for the consumer.

10 And we're trying to build a business  
11 digitally, and so that's why we have to be very  
12 careful when we do that. Because we believe in  
13 many ways that that's the future of the business.

14 Q. Okay. And can you tell me all of your  
15 actual evidence of how VidAngel is causing harm  
16 with respect to this right to control your IP?

17 A. So we have a lot of evidence on how  
18 unauthorized services impact our business.

19 I know there's been, you know, several  
20 large MPAA studies on unauthorized use of content,  
21 pirate -- piracy that costs our business billions  
22 of dollars, and that's something that we're  
23 obviously very aware of.

24 We have not done an analysis on a  
25 particular unauthorized service to determine, you

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1 know, the impact specifically of a single  
2 authorized service -- at least to my knowledge --  
3 that we've done since -- since I've been here, at  
4 least my division.

5 But we can speak generally to the impact  
6 of -- of -- of piracy and unauthorized services as  
7 a -- as a harm and -- and a cost to our business.

8 Q. Okay. But I -- I'm asking a slightly  
9 different question.

10 I wanted to know with respect to my  
11 client, VidAngel, all of the evidence you have that  
12 VidAngel has actually caused the harm of which you  
13 spoke.

14 MR. KLAUS: He just answered the  
15 question.

16 I mean, you can answer it again.

17 BY MR. MARQUART:

18 **REDACTED**  
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1 **REDACTED**  
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12 Q. Okay. I think we may have been getting  
13 into the second one there, but let's -- let's stick  
14 with the -- "Control the IP."

15 And how do you -- how -- how would you --  
16 you said it's a tremendous cost.

17 How would you -- if you win this  
18 litigation, how would you calculate the damages for  
19 the loss of control of your IP?

20 MR. KLAUS: So not only is that outside  
21 the scope, that's a question that you had  
22 specifically asked for a witness on. And then  
23 after we objected, you withdrew the request.

24 So it's outside the scope, and it calls  
25 for expert-damages testimony.

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1           That said, if you've got a basis for  
2 answering that, you're certainly free to answer the  
3 question.

4           THE DEPONENT: So I don't know. We've  
5 never done a specific analysis on -- on any service  
6 that has been shut down, and the, you know,  
7 incremental value associated with that.

8           I wouldn't know how to -- how to approach  
9 that.

10 BY MR. MARQUART:

11           Q. Okay. Well, how does -- how does  
12 piracy -- how specifically does piracy cause harm  
13 to Fox and to Plaintiffs?

14           A. Sure. Sure.

15           I can, again, speak generally from my  
16 non-legal perspective.

17           But I think sort of, one, piracy  
18 obviously encourages people to consume content  
19 without paying for it.

20           I think that's a certainly a major issue  
21 of piracy.

22           And we're concerned that people will be  
23 watching content through pirate channels or  
24 unauthorized channels for low cost or no cost, and  
25 we're not enjoying any of the value or benefits of

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1 that.

2 I think that's a key issue for us,  
3 obviously.

4 And the MPAA has reported, you know,  
5 large amounts of -- of money that -- that would  
6 have been lost or that was lost because those  
7 transactions were not paid for by consumers or paid  
8 very little for by consumers.

9 I think the second thing is that piracy  
10 undermines our ability to try and build a  
11 legitimate marketplace.

12 And I think going on to the early --  
13 looking back to the early days of digital, back  
14 when I joined in 2009, and even earlier when I  
15 joined Fox in 2006, there were questions if we were  
16 able to ever build a legitimate marketplace because  
17 piracy was prevalent back then.

18 It's still prevalent. And, you know, why  
19 would we get consumers to pay for something that  
20 they were, you know, receiving for free or low cost  
21 illegally?

22 And so that was a challenge, I think  
23 initially, in building a legitimate business  
24 because we had to compete with free. And it's hard  
25 to sell anything when you're competing with -- with

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1 free in the market.

2 I think the third thing, from a  
3 negotiation standpoint, it really undermines our  
4 ability to -- whether it's, you know, maintained  
5 pricing with our clients, or to maintain content  
6 protection with our clients, or usage rules with  
7 our clients.

8 Because they often point to, "Well,  
9 pirate services that are unauthorized are selling  
10 this for free or for a dollar, and you're making us  
11 sell this for more."

12 Or "Pirate sites let consumers, you know,  
13 do anything with the content, and you're saying  
14 that we have a certain structure that we have to  
15 abide by with the content."

16 So it makes us -- it challenges us when  
17 we're trying to negotiate distribution deals with  
18 our clients. They often points to piracy as  
19 something -- as players, by not having to follow  
20 the rules, so why do they have to follow the rules.

21 Q. Okay. And so one of the things you said  
22 was that piracy harms you because people are  
23 getting the content without paying for it; right?

24 A. People are watching the content without  
25 paying for it, yes.

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1 would have been similar in -- in July as they were  
2 in June.

3 BY MR. MARQUART:

4 Q. Okay. The third harm I have on my list  
5 is to -- the ability to control security measures.

6 A. Uh-huh.

7 Q. And I -- I had also limit the ways  
8 that you access content, and to ensure that you're  
9 providing the necessary protections of your  
10 content?

11 A. Uh-huh.

12 Q. Does that accurately describe that one?

13 A. Sure.

14 Q. Tell me all of the evidence that you have  
15 that VidAngel is harming your ability to control  
16 security measures for your content.

17 A. I can tell you I -- I -- I don't know  
18 VidAngel's security architecture.

19 I -- again, we don't have a relationship  
20 with them on the business side, so we can't  
21 evaluate their technology to determine if it's  
22 secure, if it's not secure, if it's up to the  
23 level -- if it is secure, if it's up to the level  
24 of security that we require of our other clients.

25 So I have, you know, many questions on

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1           If you have any questions  
2           concerning VidAngel's technology  
3           or business model, please feel  
4           free to ask. If you disagree  
5           with VidAngel's belief that its  
6           technology fully complies with  
7           the Copyright Act or otherwise  
8           does not adequately protect the  
9           rights of copyright owners,  
10          please let us know."

11          Do you see that?

12          A. I see that.

13          Q. So same question.

14                 VidAngel was offering to let you take a  
15 look at its security architecture in July of 2015?

16          A. Un-huh.

17          Q. Correct?

18          A. That's correct.

19                 MR. KLAUS: Object to the -- object to  
20 the form of the question.

21                 THE DEPONENT: I -- I -- that -- that's  
22 what this implies at the time the letter was  
23 written.

24 BY MR. MARQUART:

25          Q. Do you have any evidence of Fox ever

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1 taking VidAngel up on its offer prior to filing  
2 suit against VidAngel?

3 A. I don't have knowledge what -- what other  
4 divisions -- you know, the due diligence the other  
5 divisions used to evaluate VidAngel.

6 Q. Okay. So you don't have any knowledge?

7 A. I don't, no.

8 Q. Okay. And this harm, the harm to control  
9 over security measures, this harm would have  
10 existed also in July of 2015 similarly to June of  
11 2016; correct?

12 MR. KLAUS: Object to the form of the  
13 question, incomplete hypothetical.

14 THE DEPONENT: Again, if the service  
15 didn't change, then those elements would have been  
16 in -- in -- in both time periods.

17 BY MR. MARQUART:

18 Q. Assuming that VidAngel's business model  
19 or service did not change in any material way, this  
20 harm to control of security mechanics -- to control  
21 over security measures --

22 A. Uh-huh.

23 Q. -- would have existed in July of 2015 as  
24 it did in June of 2016?

25 MR. KLAUS: Can you say what you mean by

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1 "business model and service did not change"?

2 BY MR. MARQUART:

3 Q. Assuming that VidAngel's service did not  
4 change in any material way, this third harm --  
5 control over security measures -- would have  
6 existed in July of 2015 in a similar way that it  
7 existed in June 2016?

8 MR. KLAUS: Object to the form of the  
9 question. I still think it's vague and ambiguous.

10 THE DEPONENT: If -- you know, when we --  
11 we -- we had concerns in June of 2016, if you're  
12 saying the service didn't change from July of -- of  
13 the previous year, we would have had those same  
14 concerns again.

15 You know, there is a process by which we  
16 need to do due diligence to understand what is  
17 happening and to understand the complexity of  
18 what's being -- being offered.

19 So I think that's the -- you're speaking  
20 to the process that it -- it took us during that  
21 time period to understand that.

22 BY MR. MARQUART:

23 Q. Was there -- was there -- is there any  
24 particular aspect of this harm that would have  
25 increased in some way between July of 2015 and June

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1 to the form of the question. That's not a  
2 hypothetical.

3 He testified to what the harm is. It  
4 doesn't become hypothetical just because your --  
5 he's not putting before you a specific consumer  
6 complaint.

7 He just described what -- he just spent,  
8 you know, the last half hour describing what the  
9 harm is.

10 BY MR. MARQUART:

11 Q. Do you have any specific examples of a  
12 poor customer experience at VidAngel of any kind?

13 Any specific examples; do you have any  
14 knowledge of those?

15 A. No, what -- other than what I've seen in  
16 the brief, I don't have any -- any examples of  
17 positive or negative customer experiences with  
18 VidAngel.

19 Q. Okay. And so you would be speculating to  
20 suggest that VidAngel has actually caused any harm  
21 to the quality control of Fox in the manner  
22 that you just described?

23 MR. KLAUS: Object to the form, and it's  
24 argumentative.

25 THE DEPONENT: You're asking me if I'm

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**EXHIBIT D**

Home > [ClearPlay Streaming Instructions & FAQ](#)  
[ClearPlay Streaming Instructions & FAQ](#)

**How does it work?**

1. Select your favorite movies to watch from our list of streaming titles (requires Google Chrome). You can pick from our [List of Movies](#) you wish to view.

2. Click "Watch Instantly" at the top of the movie page.

**Watch INSTANTLY with ClearPlay Streaming**

**Captain America: Winter Soldier**

After the events of The Avengers, Captain Rogers (aka Captain America) joins S.H.I.E.L.D. helping to keep the world safe. But there is a sinister plot growing inside of S.H.I.E.L.D., and when Nick Fury is taken out, it's up to Captain America to find the traitors and hunt down the mysterious Winter Soldier before an old enemy gets its hands on a weapon that could kill millions.

**ClearPlay In Action!**

ClearPlay mutes around 15 instances of language, mostly of the mild variety. There is no sexuality or nudity, but this is a grittier, more violent film than previous Marvel offerings. There are numerous beatdowns and gun battles, so things can get a little jumpy during some of the action.

Include Formats: DVD Yes

3. You will be taken to our ClearPlay Streaming Player.

**CLEARPLAY**

**LOGIN**  
To your ClearPlay account.

**RENT**  
Rent movies and TV shows.

**WATCH**  
Watch movies and TV shows.

**Start My Free Trial**  
New to ClearPlay? Click here to register and start a free trial.

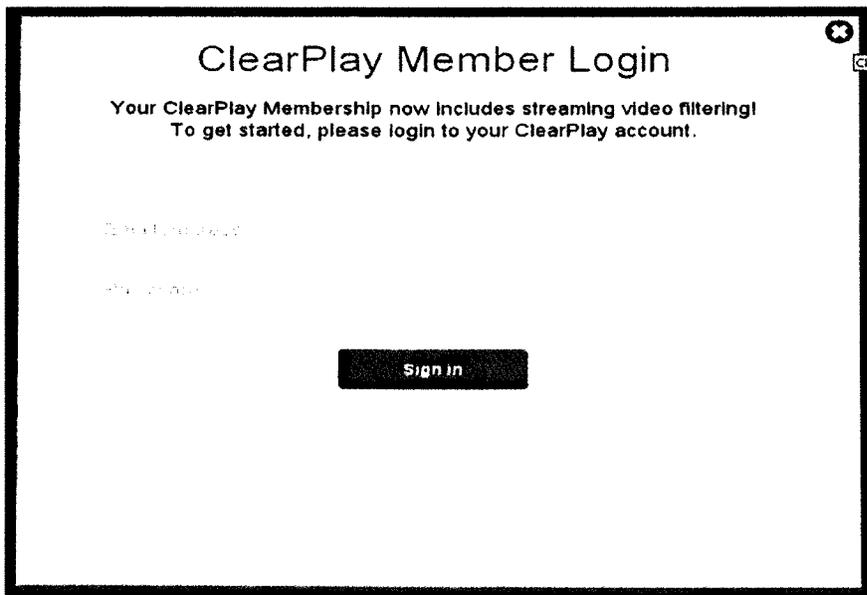
**I'm a Member**  
Already a member? Sign in to your existing ClearPlay account.

Filter Settings

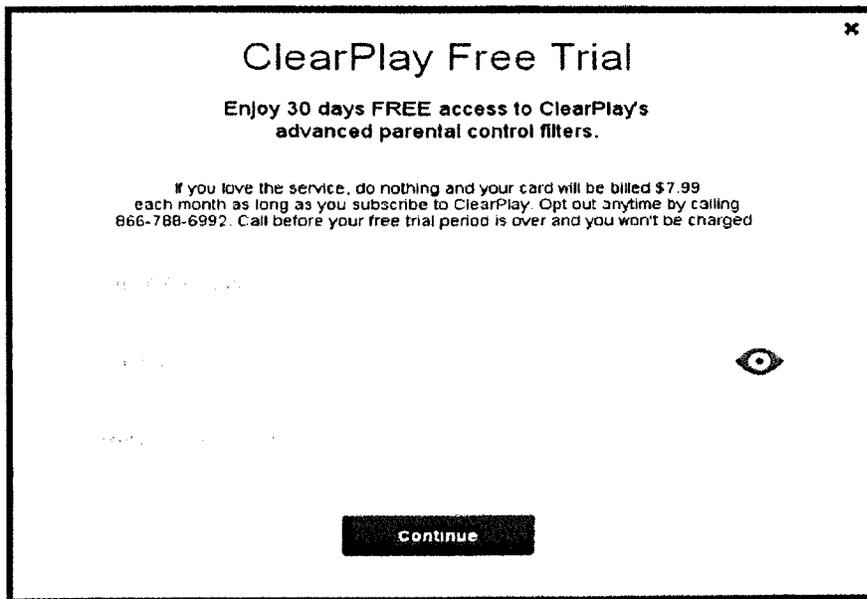
4a. Log into our online streaming player with your ClearPlay account info.

9/4/2016

ClearPlay Streaming Instructions & FAQ



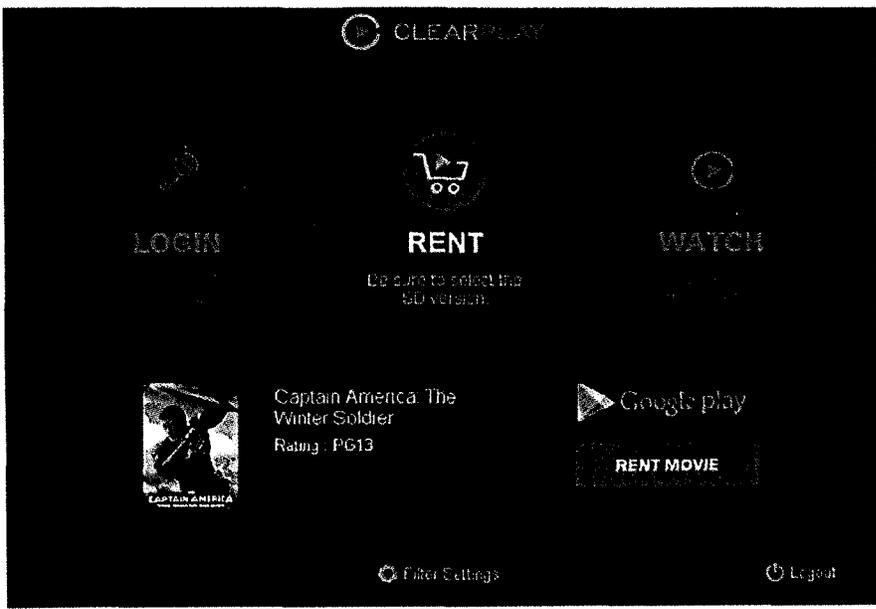
4b. If you aren't already a ClearPlay member, you can try it free for 30 days.



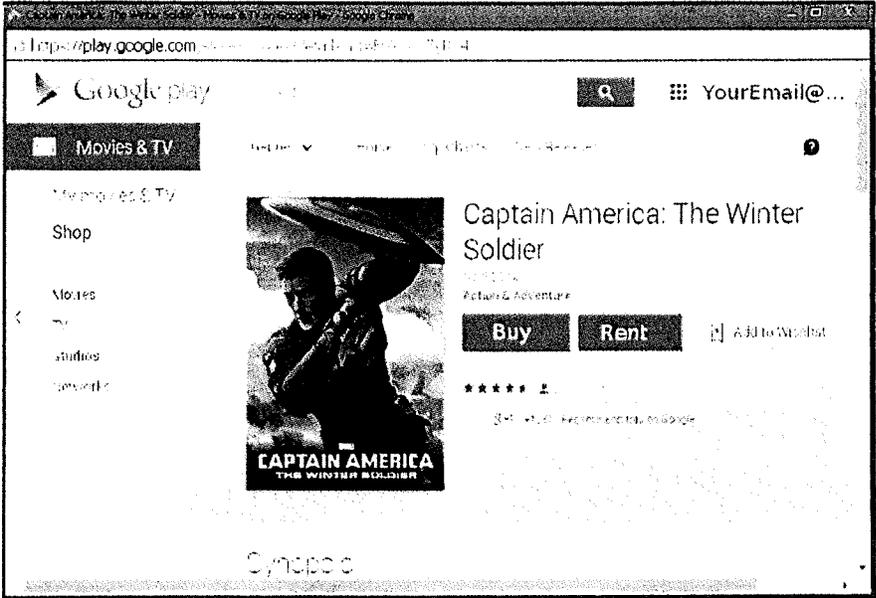
5a. We stream movies from Google Play. Log into your Google Account to confirm the rental/purchase of the movie you want to stream.



5b. If you have not rented/purchased the movie you will be asked to rent or buy the movie in a new pop up window.



5c. Confirm rental or purchase terms (rentals are available within a limited timeframe after confirmation).



6. Change your filter settings at the bottom of the screen and enjoy the show!



**Enjoy The Stream!**

- **Does it cost extra?**  
Rental and purchase fees may apply but the filtering service is included free with your Clearplay membership
- **Do I need the wireless FilterStik to make it work?**  
Nope. The FilterStick is only used for our players.
- **What devices can I use to watch the movie?**  
Currently, Mac or PC.
- **Can I adjust what I want to filter out?**  
Of course! Before the movie starts you can adjust your filter settings below the player window.
- **Which movies can I watch?**  
All the movies listed on our streaming [movie list](#). (There are a lot.)

**- Does this work on all streaming services?**

ClearPlay Streaming works exclusively with rentals and purchases made through Google Play.

**- If I watch the movie directly on Google Play will it be filtered?**

No. After renting/purchasing the movie at Google Play, begin filtered playback by clicking the ClearPlay Streaming individual movie page.

**- Can I use Google's Chromecast?**

If you have a Chromecast then you can mirror your desktop or laptop to your TV by using the Chrome Browser "cast" feature. Be aware that we have seen some slowness with the video being playing on the TV when mirroring.

*NOTE:* Do not click on the "cast" icon on the ClearPlay streaming player. This will play the movie on your TV through the Chromecast but it will not be filtered."

**- Can I use Apple Air Play?**

If you have an Apple TV then you can use Air Play to mirror your laptop to your TV. This works natively for Safari on a Mac product. If you are on a windows platform then there are several third party software's that will mirror your laptop or desktop to your Apple TV.

**- How Can I display the movie on my TV?**

If you're using a laptop or desktop that has an HDMI port you can use an HDMI cable to go from your computer to the TV. There are plenty of tutorials on the web that will walk you through how to do that with your computer and Operating System. If your computer does not have an HDMI cable port you can also use cables like VGA to HDMI or DVI to HDMI, depending on how your computer is set up. You can find them on Amazon or at any electronic store.

**-Why won't the movie play after renting/purchasing it?**

Be sure you're using the latest version of **Google Chrome** to stream it (other browsers tend to run into caching problems). If you're experiencing problems, or really want to try a different browser, clearing your browser's cache can help. Here's how:

- [Internet Explorer](#)
- [Mozilla Firefox](#)
- [Google Chrome](#)
- [Apple Safari](#)

**I cleared my browser's cache and I'm still getting an error message when I try to watch my movie.**

ClearPlay filtering is applied to the movie as it streams from Google Play, so if you're running into issues your best bet is to check Google Play [support documentation](#).

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© 2012 CLEARPLAY INC. CONTACT US NON-PROFIT SUPPORT FAQ BUY GIFTS HELP  
ClearPlay Patents: 6,889,383; 6,898,799; 7,526,784; 7,543,318; 7,577,970; 7,975,021; 8,117,282 More Pending



## **EXHIBIT E**

**VUDU, Inc.**

**Terms of Service**

Last update: 4/25/2016

These Terms of Service govern the use of VUDU, Inc.'s ("VUDU," "us," "we," or "our") service as described below (the "VUDU Service"). To agree to these Terms of Service, click "I agree" [below]. If you do not agree to these terms, do not click "I agree" and do not use the VUDU Service or our mobile application or web site, [www.vudu.com](http://www.vudu.com) (collectively, the "Website").

**Changes to Terms of Service:**

VUDU reserves the right, from time to time, with or without notice to you, to change these Terms of Service in its sole and absolute discretion. The most current version of the Terms of Service will supersede all previous versions. The most current version of these Terms of Service can be accessed by clicking on the "Terms of Service" link located at the bottom of the Website. You should periodically visit the Terms of Service page on the Website so you are aware of the terms and conditions that apply to your use of the VUDU Service and the Website. Your continued use of the VUDU Service and the Website will represent your acceptance of the most current Terms of Service.

**Description of VUDU Service:**

The VUDU Service is provided by VUDU, Inc. The VUDU Service is an Internet-based home entertainment service that provides access to a library of movies, images, television shows, artwork and/or other episodic content ("Content") through your computer or mobile device, your Internet-capable television and/or a proprietary device manufactured by VUDU or a third party who is licensed to incorporate the VUDU Service into its device(s) (collectively, the "VUDU Devices"). Please direct all questions regarding the VUDU Service to [support@vudu.com](mailto:support@vudu.com).

VUDU reserves the right in its sole and absolute discretion to change how it operates the VUDU Service and the Website. You should not consider any description of how the VUDU Service works to be a representation or obligation with respect to how the VUDU Service will work in the future.

**Activating the VUDU Service:**

In order to access and use the VUDU Service, you must open an account online ("VUDU Account"). During online setup of your VUDU Account, these Terms of Service will be provided electronically. You can access a printable/downloadable version of these Terms of Service before selecting "I Agree" by visiting <http://www.vudu.com/termssofservice.html>.

**VUDU Service Minimum Requirements:**

YOU MUST HAVE HIGH-SPEED INTERNET CONNECTIVITY, A VUDU ACCOUNT AND A DEVICE COMPATIBLE WITH THE VUDU SERVICE TO USE THE VUDU SERVICE. You will be responsible for all costs associated

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with procuring and maintaining the Internet connectivity and device(s) necessary to access and use the VUDU Service, including but not limited to any internet connectivity, data transmission or airtime fees charged by internet service providers or mobile phone carriers while accessing the VUDU Service or Content. The VUDU Service is available only, and Content can be accessed only from, within the United States of America, including the District of Columbia and Puerto Rico.

**You Can Rent or Purchase Content:**

Currently, you can either “rent” or “purchase” Content through the VUDU Service. When you order Content for rental, you will be granted a non-exclusive, non-transferable limited license to access, use in accordance with any additional terms that may be provided with your VUDU compatible device, and view the Content within the applicable exhibition period. When you purchase Content, you will be granted a non-exclusive, non-transferable limited license to access, use in accordance with any additional terms that may be provided with your VUDU compatible device, and view the Content as often as you like subject to the applicable restrictions described below.

**VUDU Credits/Promotional Codes:**

From time to time, VUDU (or its partners) may offer VUDU credits or promotional codes which allow you to rent or purchase VUDU content. Such credits or promotional codes are intended for your use only and are not to be transferred or sold by you. VUDU reserves the right to restrict access to content redeemable with VUDU credits or promotional codes in the event of a violation of these Terms of Service.

**Free Trial:**

If you are a first-time user of the VUDU Service, you may be eligible for free VUDU movie credits to use to experience the VUDU Service. The credits will be valid for use for up to one month, or as otherwise specified when you sign up for your VUDU Account. To view any specific details about your VUDU movie credits, visit the Website and click on the “Your Account.” Free credits provided to first time users may not be combined with any other offers. If you or another member of your household has opened a VUDU Account within the last 12 months, you may not be eligible to receive free credits.

**Exhibition Period:**

Exhibition periods for Content will vary depending on the method of purchase or rental and the Content being purchased or rented. When you purchase or rent Content, it is your responsibility to review any additional terms of use provided to you. Such additional terms of use may set forth restrictions upon your window of time to initiate viewing of content and, once initiated, the duration of time you have to complete viewing such Content. If no additional terms concerning timing and duration of viewing the Content are applicable to your order, then the following general terms may apply:

- If you rent Content, you will typically have 30 days to initiate viewing. Once initiated, viewing must typically be completed within 24 hours or before the end of the 30th day from date of initiation, whichever occurs sooner.

- If you purchase Content, you may view it for as long as you (i) are capable of accessing the VUDU Service, and (ii) maintain an active VUDU Account.

VUDU's authority to provide Content to you is subject to restrictions imposed by the movie studios and other distributors that make Content available to VUDU ("Content Providers"). These Content Providers may designate limited periods of time when VUDU is prohibited from renting, selling and/or streaming certain Content to you, including Content that you have previously purchased. You will be able to again rent, purchase and/or view such Content at the conclusion of these restricted periods.

If you have questions concerning the availability of Content that you have ordered, please contact VUDU at [support@vudu.com](mailto:support@vudu.com).

#### **Billing:**

By using the VUDU Service, you are expressly agreeing that VUDU is authorized to charge you any applicable rental, subscription or purchase fees or taxes and any other charges you may incur in connection with your use of the VUDU Service to the payment method you provided during registration (or to a different payment method if you change your account information). The fees and charges for selected Content, applicable taxes and any other fees incurred will automatically be charged to your payment method in your VUDU Account. For preorder rentals or purchases, you may be charged up to 24 hours prior to the time the Content is released and available. Fees are payable only in U.S. dollars. VUDU may change the fees and charges in effect or add new fees and charges from time to time. There may be a temporary disruption of your access to the VUDU Service until VUDU can verify the validity of any new credit or debit card information. Pricing errors may occur on the Website. In the event of a pricing error, VUDU reserves the right to restrict your access to Content, with no further obligations to you, even after your receipt of Content or confirmation of Content availability. VUDU may, in its sole discretion, either contact you for instructions or restrict access to Content.

#### **Cancellation and Refunds:**

You may cancel your VUDU Account at any time by following the procedures outlined at <http://www.vudu.com/faq.html>. Any remaining cash balance in your VUDU Account will be refunded at that time. Any charges and fees paid for Content are non-refundable. **Any VUDU Credits you may have accrued are non-refundable.**

Content purchased on VUDU is nontransferable and will be deleted from your VUDU Device(s) and your VUDU Account upon cancellation of your VUDU Account. Cancellation of your VUDU Account will also terminate your access to Content that you have purchased and/or rented. Once your account has been closed, you will not be able to re-open your VUDU Account in the future.

Additionally, in the event of a refund (which VUDU may or may not grant in its sole discretion) for any other reason by VUDU other than termination or cancellation of your VUDU account, VUDU will terminate your access to any Content for which a refund was provided.

#### **Content Restrictions:**

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You understand and agree that the Content is licensed by VUDU from Content Providers. Copyrights in the Content are owned by the Content Providers and protected by the copyright laws of the United States, as well as other intellectual property laws and treaties. Except as expressly provided herein, no right, title or interest in the Content is transferred to you. All Content is licensed, not sold, transferred or assigned to you. You have a limited right in the Content for personal, non-commercial use only on devices compatible with the VUDU Services. You may not edit, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, translate, create derivative works from, transfer, alter, adapt, sell, rent, lease or sublicense any Content, or facilitate any of the foregoing. Without limiting the generality of the foregoing, you may not (i) show any Content to any public audience or view it in a public location; (ii) duplicate, reproduce, transfer, record or create copies of Content or any portion thereof (including, without limitation, by "burning," P2P file-sharing, posting, uploading or downloading) onto any physical medium, memory or device except as permitted herein, including without limitation, CDs, DVDs, VCDs, portable media devices, computers or other hardware or any other medium now known or hereinafter devised. You may not attempt to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights signaling or copy protection technology in which the Content is wrapped or otherwise associated. You may not decompile, copy, reproduce, reverse engineer, disassemble or otherwise reduce the computer file in which the Content is stored to a human-readable format. Any unauthorized copying or other activities that infringe upon the intellectual property rights of the Content Providers/owners of the Content is prohibited, and you expressly agree to the automatic termination of the VUDU Service if you engage in any infringing activities. Upon any such termination, the Content will be deleted from your VUDU Device(s). Except as specifically granted herein, all rights to the Content are reserved by the owner of such Content.

**InstaWatch:**

You may have the opportunity to stream an electronic copy of eligible physical disc(s) purchased from participating stores via InstaWatch or purchased via Walmart.com. InstaWatch requires the following: a) a current and valid VUDU account (you may use your Wal-Mart.com credentials to register for a VUDU account); b) proof of registration of your Wal-Mart.com or VUDU account, as instructed by Wal-Mart upon purchase of any eligible physical disc(s); and (c) scanning your receipt containing the eligible DVD or Blu-ray Disc purchase into the Walmart.com application via either the Savings Catcher or InstaWatch section of the Walmart.com application or providing your phone number at checkout when you purchase an eligible DVD or Blu-ray Disc (if available). Additionally, certain physical discs purchased may require you to register on a third party site or otherwise meet requirements of such third party sites (e.g., Ultraviolet™, Disney, etc.). We will not bill you for eligible digital downloads via InstaWatch but require you to maintain an accurate method of payment (i.e. current valid credit card) on file for other purchases you may make and for fraud prevention purposes.

In order to make InstaWatch available to you, we may need to request certain information from you during check-out at participating stores or on Walmart.com. We request this information to verify your participation in InstaWatch and to identify eligible disc purchases. Provision of such information is not required to complete your purchase but is necessary to allow you to redeem your electronic copy. To have InstaWatch available to you, you agree that Wal-Mart, its subsidiaries, affiliates, or other members

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of the Wal-Mart corporate family can share your DVD purchase information with VUDU, which is an affiliate of Wal-Mart, and that VUDU can share your purchase information with Wal-Mart and other Wal-Mart subsidiaries, affiliates, or other members of the Wal-Mart corporate family. If you purchased a physical disc at Walmart.com, order fulfillment times to receive your electronic copy may vary. An email will be sent to you after fulfillment of your order.

**InstaWatch Returns:**

In the event you watch any portion of the electronic copy provided to you as part of Instawatch, you will not be permitted to return any physical discs purchased by you even if such physical disc is unopened and in its original packaging and VUDU reserves the right to charge you a rental or ownership fee for such electronic copy. Similarly, if you return such physical disc prior to streaming the electronic copy, VUDU will revoke your access to such electronic copy.

**Disc to Digital:**

You may have the opportunity to convert your physical Blu-ray™ and DVD discs into electronic copies that may be stored and viewed through the VUDU Service via the Disc to Digital program. The Disc to Digital program is only available for physical Blu-ray™ and DVD titles that have been legitimately purchased and are presently owned by you. VUDU reserves the right to refuse conversion of a title, or to limit or cancel your access to a previously converted title, if VUDU reasonably believes the title does not meet, or no longer meets, the purchase and ownership criteria set forth in this paragraph.

**DVD and Blu-ray Purchases on VUDU:**

For select titles, you may have the opportunity to purchase the digital copy and then receive a physical disc. For HDX purchases, you would receive the Blu-ray version of the disc. For SD purchases, you would receive the DVD version of the disc. Disc orders are fulfilled and shipped by Walmart.com. Once confirmed, orders cannot be canceled or changed.

If you watch any portion of the electronic copy provided to you, you will not be permitted to return any corresponding physical discs received by you even if such physical disc is unopened and in its original packaging. If you return such physical disc prior to streaming the electronic copy, VUDU will terminate your access to the electronic copy.

**UltraViolet™:**

Your use of certain Content and programs through VUDU, including the Disc to Digital program, may require you to create an account with the UltraViolet™ content management service and link it to your VUDU Account. Please click on the following link to access more information on UltraViolet™, including the UltraViolet™ Terms of Use: [www.uvu.com](http://www.uvu.com).

**Content Selection:**

We will determine the selection, availability and quality of all Content provided on the VUDU Service. The selection, quality and availability of the Content offered can/may be unique to each VUDU Account and VUDU-compatible device. Not all Content on the VUDU Service is available at all times to all users. For example, Content that is available for rental may not be available for purchase and Content that is available for purchase may not be available for rental. Not all Content is appropriate for all users. If you are a parent, it is your responsibility to monitor the Content selections and viewing habits of your children. You can set certain parental controls in your account profile that allow you to control the availability of and/or access to certain Content.

**Device Limits:**

You may link up to eight (8) VUDU Devices to your VUDU Account in order to view Content (each, a "Linked Device"), provided such Linked Device may only be linked to a single VUDU Account at a given time. NOTE: Computers that stream content via the Internet are not required to be linked to your VUDU Account and will not be considered a "Linked Device"; provided, however that any computer that is used to download Content via the VUDU To Go service will require a link to your VUDU Account and will be considered a "Linked Device."

**VUDU Community/Your Personal Information:**

VUDU offers you several ways to share your VUDU experience with others and interact with other members of the VUDU community through the Website and/or a VUDU Device (the "VUDU Community"). Because the features of the VUDU Community are always changing and improving, the available features and information that is shared may change from time to time. These changes may take place without notice to you and may not be described in VUDU's Terms of Service. The VUDU Community is designed for you to share information with others.

THEREFORE, BY USING THE VUDU COMMUNITY FEATURE AND ALL RELATED FEATURES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE RELEASE OF INFORMATION ABOUT YOU TO A PUBLIC FORUM, INCLUDING OTHER MEMBERS OF THE VUDU COMMUNITY, USERS OF THE VUDU SERVICE AND OTHER VISITORS TO THE VUDU WEBSITE. IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING PERSONALLY IDENTIFYING INFORMATION, TO BE SHARED IN A PUBLIC FORUM, DO NOT USE THE VUDU COMMUNITY FEATURES.

Use of the VUDU Community feature is for your personal, non-commercial use and is at your own option and risk. VUDU Community contains several different elements (e.g. blog, forum, etc.), each with its own degree of associated information sharing and features. These elements may change without notice to you, and the degrees of associated information sharing and functionality may also change without notice.

**Customer Privacy:**

VUDU collects and maintains personally identifiable information concerning our customers. This information includes, but is not limited to, billing records, maintenance and repair records, marketing

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information and customer feedback. VUDU maintains a privacy policy that may be accessed through our Website at: <http://www.vudu.com/privacypolicy.html>. We reserve the right to make changes to the privacy policy at any time and for any reason. As part of the information that may be shared under the privacy policy referenced above,

VUDU may share information with The Digital Entertainment Content Ecosystem, LLC, the provider of the UltraViolet™ content management service, regarding your usage (including streaming and downloading) of UltraViolet™-compatible Content.

**Your Submissions:**

If you send us any submissions (e.g. e-mails, letters, postings to chat rooms, boards or contests), feedback, creative suggestions, ideas, notes, drawings, concepts or other information through the VUDU Service, your VUDU Account or any social media account VUDU may maintain from time to time (e.g., Twitter, Facebook, etc.) (collectively, Submissions”), they will be deemed to be our property and we will not be liable for any use or disclosure of such Submissions. Without limitation of the foregoing, we shall exclusively own all now-known or hereafter existing rights to any and all Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. The content of any Submissions must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable and may not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of the Submissions. We reserve the right (but not the obligation) to remove or edit any Submissions, but we do not regularly review posted Submissions.

**Your Conduct on the VUDU Website:**

By accessing the VUDU Website, you agree to use the VUDU Service, features and functionalities associated therewith, the Website and its content in accordance with all applicable laws, rules and regulations. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any Submissions and/or other material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the VUDU Website. You also agree not to interfere with the servers or networks connected to the VUDU Website or the VUDU Service or to violate any of the procedures, policies or regulations of networks connected to the VUDU Website or VUDU Service. You also agree not to impersonate any other person while using the VUDU Website, VUDU Community and related features and that you will not conduct yourself in a vulgar or offensive manner while using the VUDU Service, Website or VUDU Community.

**Account Access:**

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You are solely responsible for the activity on your VUDU Account, including, but not limited to, any and all purchases made from your VUDU Account, maintaining the confidentiality of your VUDU Account password and restricting access to your VUDU Device(s). You acknowledge and agree that you assume full responsibility for the conduct of those to whom you disclose your account information or password. If you use a public or shared computer or unprotected mobile device, you should always log out at the end of each visit to the VUDU Website. As an additional security measure, the parental controls in your account management profile allow you to restrict purchasing through your VUDU Account by requiring that a passcode be entered prior to finalizing any purchase. If you believe that you may be victim of identity theft involving your VUDU Account, you should notify customer service and report any information about this instance to your card issuers and local law enforcement. VUDU reserves the right to place any account on hold at any time with or without notification to you in order to protect itself and its partners from what it believes to be fraudulent activity. VUDU is not obligated to credit or discount a membership for holds placed on the account by either a representative of VUDU or by the automated processes of VUDU.

**Termination by VUDU:**

We reserve the right to terminate your VUDU Account and/or your use and access to the VUDU Service at any time with or without cause. If your VUDU Service is terminated for any reason, your credit card will be refunded any U.S. dollar balance that remains in your VUDU Account. We have no obligation to refund fees paid for VUDU Devices or any value, monetary or otherwise, you may have accrued as VUDU Credits.

**Operational Limits/Force Majeure:**

The provision of the VUDU Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the VUDU Service, including VUDU's ability to stream rented or purchased movies to you, may occur as normal events in the provision of the VUDU Service and that VUDU is not liable for such interruptions. You further understand and agree that VUDU is not liable for any failure of performance due to any cause beyond its reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action or request by any government, civil or military authority, suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

**Additional Restrictions:**

You agree to configure VUDU Devices only in accordance with the user manual located at <http://www.vudu.com/userguide.html>. You will not, and will not allow anyone else to, open, tamper with or reverse engineer, decompile or disassemble your VUDU Device(s) (or any software contained within) or make any modifications, additions, attachments or alterations to the VUDU Device(s) (or any software contained within). Additionally, you agree not to, or attempt to, disclose or circumvent any security measures utilized as part of the VUDU Service or VUDU Device(s) (or the software contained

within). You understand and acknowledge that the VUDU Service and VUDU Devices (or the software contained within) incorporate and utilize propriety technologies, materials and Content of VUDU, the Content Providers and other third-party licensors that are protected by copyright, patent, trade secret and other laws and that any use or disclosure of the VUDU Service, Content or VUDU Devices (or the software within) contrary to these Terms of Service or any copying of the materials and/or Content residing in the VUDU Devices will result in substantial damages to us or our licensors and subject you to civil liabilities and/or criminal penalties. The software contained within VUDU Devices uses libraries from the FFmpeg project under the LGPLv2.1. VUDU does not own FFmpeg. Information on FFmpeg and the LGPLv2.1, including ownership and usage, can be found at <http://ffmpeg.org>. The restrictions on reverse engineering set forth in these Terms of Service do not apply to FFmpeg.

**Age Restrictions and Parental Control:**

While VUDU does distribute Content that may be watched by children, if you are under the age of 18, you may access and use the VUDU Service only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Service. VUDU is relying on your representation that you are at least 18 years of age. VUDU would not allow you to enter these Terms of Service and would not allow you to access the VUDU Service but for your representation that you are at least 18 years of age. VUDU does not intentionally or knowingly collect personal information about children under the age of 13. If you are a parent or legal guardian entering into to these Terms of Service for the benefit of a child under the age of 18, be advised that you are fully responsible for his or her use of the VUDU Service, including all financial charges and legal liability that he or she may incur. You are responsible for the viewing selections of your children, and VUDU shall have no liability whatsoever if your child, through mistake or otherwise, views Content that may be deemed objectionable to you or your child. If you do not agree to (or cannot comply with) any of these terms and conditions, do not use the VUDU Service.

The VUDU Service includes a parental control feature that lets you restrict access to certain Content based on the rating system of the Motion Picture Association of America. You can access Parental controls in your account profile.

**Digital Millennium Copyright Act:**

If you are a copyright owner or an agent thereof and believe that any Content, user submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further details):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
5. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated Copyright Agent to receive notifications of claimed infringement is: Copyright Agent, VUDU, Inc., 600 West California Avenue, Sunnyvale, CA 94086; e-mail to: [dmca@vudu.com](mailto:dmca@vudu.com); or fax to: (408) 588-4080. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support and other communications should be directed to VUDU Customer Care at [support@vudu.com](mailto:support@vudu.com). You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

If you believe that content or a Submission of yours that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner or the copyright owner's agent, or pursuant to the law, to post and use such content or Submission, you may send a counter-notice containing the following information to the Copyright Agent:

1. Your physical or electronic signature;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that you have a good-faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
4. Your name, address, telephone number and e-mail address, a statement that you consent to the jurisdiction of the federal court in Santa Clara County, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that the removed content may be replaced or no longer disabled in 10 business days.

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Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counternotice, at our sole discretion.

**Links to Third Party Websites:**

The VUDU Website may contain links to third-party sites which are not under our control, and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are providing these links to you only as a convenience, and the inclusion of any link does not imply that we endorse or accept any responsibility for the content on such third-party site.

**Warranty Disclaimer; Limitation of Damages and Liability:**

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INTERRUPTIONS IN THE AVAILABILITY OF THE VUDU SERVICE AND/OR WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL VUDU'S OR CONTENT PROVIDERS' TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE VUDU WEBSITE, VUDU SERVICE, VUDU DEVICES OR CONTENT, INCLUDING ANY FEATURES ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE FEES PAID BY YOU DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES DESCRIBED ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT OF APPLICABLE LAW.

**Injunctive Relief:**

You agree that any violation or breach by you of these Terms of Service will result in irreparable harm to us, and that monetary damages will be an inadequate remedy, and you hereby agree that we shall be entitled to seek injunctive relief.

**Severability:**

If any provision of these Terms of Service is deemed unlawful, void or for any reason unenforceable, then that provision shall be severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

**Governing Law, Determination of Disputes:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any principles of conflicts of law. EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY. Any dispute arising out of, or in connection with, this Agreement shall be submitted to the Superior Court in and for the County of Santa Clara, State of California (or if the Superior Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction) for trial and determination by the court. Said parties hereby consent to the exclusive jurisdiction of such court and to the service of process by mail outside the State of California pursuant to the requirements of such court in any matter so to be submitted to it. Content Providers are third party beneficiaries of these Terms of Service and may enforce these Terms of Service, at law or in equity, with respect to Content or any other materials provided by it.

**Mobile Device Communications:**

By creating a new account with a phone number or adding a phone number to an existing account, you consent to receiving communications, which may include phone calls or SMS messages, from VUDU regarding your account and VUDU offerings, . You agree that you are the primary owner of such phone number and that the information provided is accurate. Standard message and data rates may apply.

Messages will be sent from an automatic telephone dialing system and messages may include an artificial or pre-recorded voice. Your agreement to receive such messages is not a condition of purchase or required to receive services.

You may opt out of receiving SMS and telephone communications from VUDU at any time by texting the word 'STOP' to MyVUDU (698838) and VUDU will send you a single SMS text message indicating that you will no longer receive any SMS or telephone communication from VUDU. For additional help, you can text 'HELP' to MyVUDU (698838) or email customer support at [support@vudu.com](mailto:support@vudu.com). For information about email communications and preferences, refer to the [Privacy Policy](#).

To opt out of communications regarding the InstaWatch program, as well as Walmart's Savings Catcher and e-Receipts, text the word 'STOP' to (63257) and Walmart will send you a single SMS text message indicating you will no longer receive SMS or telephone communications regarding these programs.

Current Supported carriers include: ACS Wireless, AIO Wireless, AT&T, Bluegrass Cellular, Boost, Carolina West Wireless, Cellcom, Cellular One, Cellular One of East Central Illinois, Cellular South, Chat Mobility, Cincinnati Bell, Cricket, ECIT, Element Wireless, GCI, Golden State Cellular, Illinois Valley, Immix Wireless, Inland Cellular, iWireless, LongLines Wireless, MetroPCS, Nex-Tech, Northwest Missouri Cellular, NTelos, Plateau Wireless, PTCI, Sprint, T-Mobile, Thumb Cellular, U.S. Cellular, Verizon Wireless, Virgin Mobile USA, West Central Wireless and other carriers that may be added from time to time. SMS communications may not be compatible with all handsets.

Additionally information regarding VUDU's privacy practices can be accessed at:  
<http://www.vudu.com/privacypolicy.html>.

**Indemnity:**

You agree to indemnify, defend and hold VUDU and its affiliates, officers, agents, co-branders, licensors, partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the VUDU Website, VUDU Service or VUDU Devices or participating in any of the foregoing programs offered by VUDU herein, including, without limitation, your violation of these Terms of Service or your violation of any rights of another.

PLEASE DIRECT ANY QUESTIONS OR CONCERNS RELATED TO YOUR BILLS OR SERVICE

TO:[support@vudu.com](mailto:support@vudu.com)

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# Google Play Terms of Service

July 27, 2016

## 1. Introduction

**Applicable Terms.** Thanks for using Google Play. Google Play is a service provided by Google Inc. (“**Google**”, “**we**” or “**us**”), located at 1600 Amphitheatre Parkway, Mountain View California 94043, USA, and is subject to the [Google Terms of Service](#) (“**Google ToS**”). Google Play is a “**Service**” as defined in the Google ToS, and these Google Play Terms of Service are additional terms which apply to the use of Google Play. Your use of Google Play and the digital content available on it is subject to these Google Play Terms of Service and the Google ToS (which together we refer to as the “**Terms**”).

If there is any conflict between the Google Play Terms of Service and the Google ToS, the Google Play Terms of Service shall prevail.

Your use of the Google Play store requires that you agree to the following terms. Please read them carefully. If you do not understand the Terms, or do not accept any part of them, then you should not use the Google Play store. Some products and features may be not available in all countries. Please see the [Google Play Help Center](#) for more information.

## 2. Provision of Google Play

**Direct, Agency and App Sales.** When you buy “**Content**” (defined as data files, applications, written text, mobile device software, music, audio files or other sounds, photographs, videos or other images) on Google Play you will buy it either:

- (a) directly from Google (a “**Direct Sale**”);
- (b) from the provider of the Content (the “**Provider**”), where Google is acting as an agent for the Provider (an “**Agency Sale**”); or
- (c) in the case of Android apps, from the Provider of the app (an “**App Sale**”).

Each time that you purchase Content, you enter into a separate sale contract:

(d) based on the Terms (as applicable) with Google (in the case of a Direct Sale);

(e) based on the Terms (as applicable) with the Provider of the Content you have purchased (in the case of Agency Sales); or

(f) with the Provider of the Content you have purchased (in the case of App Sales).

The separate sale contract in (e) or (f) above (as applicable) is in addition to your contract with Google Inc. for the use of the Service (i.e. these Google Play Terms of Service).

For Agency Sales the statement, in the Google ToS, that the Google ToS “do not create any third party beneficiary rights”, does not apply to your use of the Service.

**Access to Content.** You may use Google Play to browse, locate, and/or download Content) for your mobile, computer or other supported device (“**Device**”). The availability of Content will vary between countries and not all Content may be available in your country. Not all Content is available for sharing with family members. Some of this Content may be offered by Google while others may be made available by third-parties not affiliated with Google. Google is not responsible for any Content on Google Play that originates from a source other than Google and does not endorse such content.

### 3. Your Use of Google Play

**Age Restrictions.** In order to use Google Play you must be 13 years of age or older. If you are 13 or older but under 18 years of age, you must have your parent or legal guardian’s permission to use Google Play and to accept the Terms. In order to serve as the family manager of a family group on Google Play, you must be at least 18 years old. You must not access Google Play if you are a person who is either barred or otherwise legally prohibited from receiving or using the Service or any Content under the laws of the country in which you are resident or from which you access or use Google Play. You must comply with any additional age restrictions that might apply for the use of specific Content or features on Google Play.

**Basic Use Requirements.** To use the Service, you will need a Device that meets the system and compatibility requirements for the relevant Content, which may change from time to time, working Internet access, and compatible software. Your ability to use the Service and the performance of the Service may be affected by these factors. Such system requirements are your responsibility.

**Third-Party Fees.** You may incur access or data fees from third parties (such as your Internet provider or mobile carrier) in connection with your use of Content and Google Play. For instance, you may incur such fees if you use services provided through Google Play on or through third-party services or devices. You are responsible for all such fees.

**Updates.** You may need to install updates to Google Play or related Google software that we introduce from time to time to use Google Play and to access or download Content. Content originating from Google may communicate with Google servers from time to time to check for available updates to the Content and to the functionality of Google Play, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "**Updates**"). Your use of the Content you have installed requires that you have agreed to receive such automatically requested Updates. If you do not agree to such automatically requested and received Updates then please do not use the Google Play store or install this Content.

Google may update any Google app or any app you have downloaded from Google Play to a new version of such app, irrespective of any update settings that you may have selected within the Google Play app or your Device, if Google determines that the update will fix a critical security vulnerability related to the app.

**Information about You.** In order to access certain services or Content on Google Play, you may be required to provide information about yourself such as your name, address, and billing details. The information we collect, including information obtained from third parties, is shared between Google and its group companies to operate the Service. Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when using Google Play. Any such information you provide to Google must always be accurate, correct and up to date. Google may need to provide your personal information, such as your name and email address, to Providers for the purposes of processing your transactions and/or provisioning Content to you. Google has agreed with Providers that they will use this information in accordance with their privacy policies.

If you are part of a family group on Google Play, your family members in the family group will be able to see certain information about you. If you are the family manager of a family group on Google Play, family members you invite to join the family group will see your name, photo, and e-mail address. If you join a family group as a family member, other family members will be able to see your name, photo, and e-mail address. Your family manager may also see your age, and will see a record of all purchases you make using the designated family payment method, including a description of the Content purchased. If Content is available for family sharing and you share it with your family group, then all family members will be able to access the Content and see that you purchased it. Family managers and family members must meet these [additional requirements](#) as well.

**Unauthorised Access to Accounts.** You must keep your user details secure and must not share them with anyone else. You must not collect or harvest any personal data of any user of Google Play or of any user of other Google Services via Google Play, including account names.

**Disabled Accounts.** If Google disables access to your account in accordance with the Terms (for example if you violate the Terms), you may be prevented from accessing Google Play, your account details or any files or other Content that is stored with your account. If you are the family

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manager of a family on Google Play and Google disables access to your account, your family members may lose access to family features requiring a family group, such as a family payment method, family subscriptions, or Content shared by family members. If you are a family member of a family on Google Play and Google disables your account, your family members will lose access to Content you have shared with them. Please see section 6 below for your rights where you are not able to download Content before your account is disabled.

**Malware protection.** To protect you against malicious third party software and other security issues, Google may receive information about your device's network connections, the operating system, and third party apps. Google may warn you if it considers an app to be unsafe, or remove or block its installation on your Device if it is known to be harmful to devices, data or users. You can choose to disable these protections in the Google Settings on your Device (however, apps installed through the Store may continue to be analyzed for security issues).

## 4. Purchases and Payments

**Free Content.** Google may allow you to download or use Content free of charge. Any terms and conditions that apply to purchased Content will apply to free Content, except with respect to payment-related matters (for example, the refund-related provisions of these terms do not apply to such free Content). Google may impose limitations on your access and use of certain free Content.

**Purchase of Content.** Your contract for the purchase and use of Content is completed once you receive the email from Google confirming your purchase of that Content, and performance of this contract begins as soon as the purchase is complete. If you are the family manager of a family group on Google Play, you will be required to set up a valid family payment method for your family members to use to purchase Content on Google Play and within apps. You will be responsible for all of your family members' purchases of Content using the family payment method. If a family group is deleted, or a family member leaves the family group, you may be charged for pending purchases made by family members using the family payment method.

**Google Payments.** In order to purchase Content on Google Play, you must agree to the payment terms as specified in the Google Payments [Terms of Service](#). If you do not have a Google Payment account, you can set one up by going to [this link](#), where you can also find more information about Google Payments. The Payments Terms of Service and [Privacy Notice](#) also apply whenever you want to purchase Content using a Google Payments account. Please ensure that you read those terms carefully before making any purchase. Some purchases in Google Play will require you to transact with the product Provider directly. In these cases, to process your transaction and maintain your account, we may share your personal information with the product Provider, as permitted under the Payments Privacy Notice.

**Other Payment Processing Methods.** Google may make available to you various payment processing methods in addition to Google Payments account to facilitate the purchase of Content on Google Play. You must abide by any relevant terms and conditions or other legal agreement, whether with Google or a third party, that governs your use of a given payment processing method. Google may add or remove payment processing methods at its sole discretion and without notice to you. Once your purchase is complete, Google or Google's payment processor may charge your credit card or other form of payment that you indicate for any Content ordered, along with any additional applicable amounts (including any taxes). You are solely responsible for all amounts payable associated with purchases you make on Google Play.

**Eligibility for Carrier Billing.** In order to determine your eligibility to have purchases of Content that you make through your mobile Devices billed to your mobile network provider's account, when you create a Google Play account on a Device we will send identifiers of your Device, subscriber ID and SIM card serial number to your network provider. To permit this you will need to accept the network provider's terms of service. The network provider may send us your billing address information to help us create your Google Play account. We will hold and use this information in accordance with Google's Privacy Policies.

**Pricing.** Pricing and availability of all Content displayed on Google Play are subject to change at any time before you click the button indicating that you want to purchase Content.

**Taxes.** You are responsible for any Taxes, and must pay for Content without any reduction for Taxes. If the seller of Content is obligated to collect or pay Taxes, the Taxes will be charged to you. "Taxes" means any duties, customs fees, or taxes (other than income tax) associated with the sale of Content, including any related penalties or interest.

**Compliance with Tax Laws.** You must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of Google Play or the purchase of Content through Google Play. The reporting and payment of any such applicable taxes are your responsibility.

**All Sales Final.** Except as expressly set out in the Terms or Google's refund policies displayed in the Service, all sales are final, and no returns, replacements or refunds are permitted. If a replacement, return or refund is granted for any transaction, the transaction may be reversed, and you may no longer be able to access the Content that you acquired through that transaction. Your rights to withdraw, cancel or return purchases and get a refund are set out in the additional terms for the relevant Content type set out below and the refund policies displayed in the Service.

**Pre-orders.**

(a) When you place a pre-order for a Product, your contract for the purchase and use of that item is completed when the Product becomes available in your account and you will be charged for the purchase at that time. You can cancel your pre-order at any time up to the point at which the

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Product becomes available to you (if you want to cancel the pre-order you will be able to do so by visiting the "My Orders" page and following the instructions there).

(b) After the moment when the Product becomes available to you, you will not be able to withdraw or cancel the pre-order and your cancellation and return rights are the same as for other Products that you purchase through Google Play. Please see the terms below for more information.

(c) We will need to cancel your pre-order if the Product is withdrawn from sale in the store before it is made available and we reserve the right to cancel your order in the event the price changes before your order is fulfilled.

## 5. Subscriptions

**Trials of Magazines News Content and Music.** Subscribing to a free trial for a magazine or new content on Google Play Newsstand or for music (including as part of your purchase of a subscription for a magazine or music) gives you access to the subscription benefits for that magazine for free for a specified trial period. At the end of such trial period, you will be charged the price of the first period of the subscription and will continue to be charged until you cancel your subscription. **To avoid being charged, you must cancel before the end of the trial period.** If you cancel during the trial period you will retain access to the magazine issues that you access during a free trial period, but you will not retain access to news content or Music Subscription Content (as defined below) that you access during a free trial period unless you become a paid subscriber. Access to free trials may be limited to a certain number of free trials for each user during a given period. To avoid any charges, you must cancel before the end of the trial period; for more information on cancelling subscriptions, see the section titled "Cancellations" below in this section 5.

**Trials of Apps.** Subscribing to a trial for an Android app gives you access to the subscription benefits for that app for free for a duration specified by the application developer. At the end of the trial period, you will be charged the price of the first period of the subscription and will continue to be charged until you cancel your subscription. **To avoid being charged, you must cancel before the end of the trial period.** Once you cancel your trial, you will immediately lose access to the relevant app and any subscription privileges.

**Cancellations.** If you purchase an auto-recurring periodic subscription (whether monthly, annual or another period) to Content, you may cancel that subscription at any time before the end of the applicable billing cycle, and the cancellation will apply to the next period. For example, if you purchase a monthly subscription, you may cancel that subscription at any time during any month of the subscription, and the subscription will be cancelled as of the following month. You will not receive a refund for the current billing period, except in the event of a defective product (as set out in section 6 below), or as otherwise set out in these Terms. With respect to magazine or news

content subscriptions on Google Play Newsstand, you will continue to receive Content and updates (if applicable) of the relevant subscription during the remainder of the current billing period. After that billing period ends, your access to previously delivered magazine issues will not be affected by the cancellation, but your access to paid news content will terminate at the end of the billing period during which your subscription is cancelled. With respect to music subscriptions, you will continue to have access to Music Subscription Content (as defined in Section 7 below) during the remainder of the current billing period; however, your access to Music Subscription Content will terminate at the end of the billing period during which your subscription is cancelled. Additional refund policies for music and periodicals are set out in sections 7 and 10 below, respectively.

**Price Changes.** When you purchase a subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If the price of the subscription increases later, Google will notify you. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.

**Declining Price Changes.** If you do not wish to pay the increased price for a subscription, you may cancel the subscription in the manner described in the Google Play [help center](#) and you will not be charged further amounts for the subscription, provided you have notified us before the end of the current billing period. In some cases where the Provider increases the price of a subscription Google may cancel your subscription unless you agree to re-subscribe at the new price. If your subscription is cancelled and you later decide to re-subscribe, you will initially be charged at the then current subscription rate.

## 6. Rights and Restrictions

**License to Use Content.** Following payment of the applicable fees for Content, you will have the non-exclusive right, for the period selected by you in the case of a purchase for a rental period, and in other cases for as long as Google and the applicable copyright holder have rights to provide you that Content, to download or stream, in each case, solely as expressly permitted by Google via the Google Play user interface and subject to the restrictions set out in the Terms and associated policies, copies of the applicable Content to your Devices, and to view, use, and display the Content on your Devices or as otherwise authorized by Google as part of the Service for your personal, non-commercial use only. All rights, title and interest in Google Play and Content not expressly granted to you in the Terms are reserved by Google and its licensors.

**Violation of License Terms.** If you violate any of the terms and conditions of the Terms, your rights under this license will immediately terminate and Google may terminate your access to Google Play, the Content and/or your Google account without refund to you.

**No Public Performance.** You must not display (in part or in whole) the Content as part of any public performance or display even if no fee is charged (except where such use would not constitute a copyright infringement or violate any other applicable right). Use of a tool or feature provided as an authorized part of Google Play (for example, "Social Recommendations", as defined in the Music terms below) is permitted, provided that as you use the tool or feature as specifically permitted and only in the exact manner specified and enabled by Google.

**Sale, Distribution or Assignment to Third Parties.** You may not sell, rent, lease, redistribute, broadcast, transmit, communicate, modify, sublicense or transfer or assign any Content or your rights to Content to any third party without authorization, including with regard to any downloads of Content that you may obtain through Google Play. Use of any tool or feature provided as an authorized part of Google Play (for example, "Social Recommendations") shall not violate this provision so long as you use the tool as specifically permitted and only in the exact manner specified and enabled by Google.

**Capturing of Streams.** You may not use Google Play or any Content in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any Content that is presented to you in streaming format.

**Sharing.** You may not use Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted and only in the exact manner specified and enabled by Google (for example, through "Social Recommendations").

**Security Features.** You may not attempt to, nor assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect, obfuscate or otherwise restrict access to any Content or Google Play. If you violate any security feature, you may incur civil or criminal liability.

**Proprietary Notices.** You may not remove any watermarks, labels or other legal or proprietary notices included in any Content, and you may not attempt to modify any Content obtained through Google Play, including any modification for the purpose of disguising or changing any indications of the ownership or source of Content.

**Use of Android Apps.** You must use apps from Google Play in accordance with the Google Play Business and Program Policies which are in place from time to time, the current version of which can be found at <http://play.google.com/about/android-developer-policies.html>

**Defective Content.** Once Content is available to you through your account, you should check the Content as soon as reasonably possible to ensure that it downloads or streams correctly (as applicable) and performs as stated, and notify us as soon as reasonably possible if you find any errors or defect. In the case of Android apps, you should contact the developer concerning any defects or performance issues in the apps, as described in the Google Play [help center](#). In the case of Content other than apps, subject to any limitations in the additional terms for the specific Content

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below, you may cancel purchases you have made from Google Play to Google if Google Play does not perform as stated with respect to that purchased Content, and Google will provide either a replacement Content (if available) or a refund of the purchase price.

If Google provides you a refund, the refund of your purchase price shall be your sole remedy.

If Google issues a refund or credit, it is under no obligation to issue the same or similar refund in the future.

In the case of subscription purchases, Google may grant a refund for the entire term or a partial refund for issues not received in the remaining term of subscription.

**Removal or Unavailability of Content.** Subject to the Terms, Content that you purchase will be available to you through Google Play for the period selected by you, in the case of a purchase for a rental period, and in other cases as long as Google has the right to make such content available to you. In certain cases (for example, if Google loses the relevant rights, discontinues a service or Content is discontinued, breaches applicable terms or the law), Google may remove from your Device or cease providing you with access to certain Content that you have purchased. Google will provide you with reasonable prior notice of any such removal or cessation. If you are not able to download a copy of the Content before such removal or cessation, then Google will offer you either (a) a replacement of the Content if possible or (b) a refund of the price of the Content. If Google issues you a refund, the refund of your purchase price shall be your sole remedy.

**Effect of Refunds.** If a refund of the purchase price of Content for any reason is issued to you, you will no longer have the right to access the relevant Content.

**Select, Copy and Paste.** Select, copy and paste functions may be available for some text-based Content, and you must use these features within the prescribed limits and only for personal non-commercial purposes.

**Multiple Accounts.** If you have multiple Google accounts with different user names, in some cases you may transfer Content out of an account and into another account, provided you are the owner of each such account and provided Google has enabled a feature of the relevant service allowing such transfers.

**Limits on access on Devices.** Google may from time to time place limits on the number of Devices and/or software applications you may use to access Content (for more information, please visit the Help link for the relevant Content within Google Play). Google may record and store the unique device identifier numbers of your Devices in order to enforce such limits.

**Dangerous Activities.** None of the Services or Content are intended for use in the operation of nuclear facilities, life support systems, emergency communications, aircraft navigation or communication systems, air traffic control systems, or any other such activities in which case the

failure of the Services or Content could lead to death, personal injury, or severe physical or environmental damage.

### **Changes to these Terms.**

If the Terms change, you will be asked to accept new terms before you next purchase Content. Once you have accepted the new terms, they will apply to your use of all Content (including Content you have purchased in the past) and all subsequent purchases, until we notify you of further changes.

If you refuse to accept the updated terms then you will not be able to buy any further Content through Google Play, and the latest version of the Terms that you accepted will continue to apply to your use of Content. In this case we will, if we are able to do so, give you a reasonable period of time in which to download a copy of any Content you have previously bought from Google Play to your Device, and you may continue to view that copy of the Content on your Devices in accordance with the last version of the Terms that you accepted.

After that time has expired, you will not be given a further opportunity to download the Content you have previously bought and it is possible that you will no longer be able to use Google Play to access or use the Content you have already bought or related support services. If this happens, Google will offer you either a replacement of the Content, or a refund of the price of the Content, which will be your sole remedy. To access or use the Content you have already bought or related support services, you may also need to create a new account.

## **7. Music on Google Play**

**Introduction.** Google Play includes certain music-related products and services, which are described in greater detail below and defined as “**Music Products**”, “**Music Subscription Content**” and “**Music Locker Services**”.

**Music Products; Music Subscription Content.** The Google Play store allows you to browse, preview, stream, purchase, download, recommend and use a variety of digital music and music-related content such as music files, music video files, previews, clips, artist information, user reviews, professional third-party music reviews and other digital content (“**Music Products**”). Certain Music Products may be accessible to you by purchasing (or receiving a free trial of) a subscription to a music subscription service made available via Google Play (“**Music Subscription Content**”). Music Products may be owned by Google or its third-party partners and licensors and may contain watermarks or other embedded data. For clarity, all Music Products constitute “Products” as defined in Section 1 above.

**Stored Content.** You can use Google Play to store digital content (such as music files, related metadata and album art) in Music Storage through the Music Software, as each is defined below

(**"Stored Content"**). For the avoidance of doubt, "Music Products" do not include Stored Content. Stored Content may include both files that you upload directly to Music Storage and/or files that Google "scans and matches" to files stored locally on your Device.

**Music Locker Services.** Google Play may provide you with access to (a) server space that you can use to store music and associated data files, including Music Products and Stored Content (**"Music Storage"**) and/or (b) software applications (including web, desktop and mobile applications) and related services that allow you to upload, manage, access and play music through Music Storage (**"Music Software"**). Music Storage and Music Software are collectively referred to in these Terms as the **"Music Locker Service"**. For clarity, you may be given access to Stored Content and Music Subscription Content through the same user interface.

**Use of Music Locker Services.** By storing Music Products and Stored Content in Music Storage, you are storing a unique copy of such content and requesting Google to retain it on your behalf and to make it accessible to you through your Google account. By using the Music Locker Services, you are requesting that Google make all of the necessary functions and features of the Music Locker Services available to you in order to facilitate your use of Music Products and Stored Content. Additionally, by accessing or using Music Products and Stored Content through the Music Software, you are initiating and performing the corresponding functions on Google's servers, together with any related steps necessary to achieve them, through the Music Locker Services. You understand that Google, in performing the required technical steps at your direction to provide you with the Music Locker Services, may (a) transmit Music Products and Stored Content over various networks and in various media and (b) make such changes to Music Products and Stored Content as are necessary to conform and adapt it to the technical requirements of connecting networks, devices, services or media. You confirm and warrant to Google that you have the necessary rights to store in Music Storage any Stored Content that you direct Google to upload or store in Music Storage, and to instruct Google to perform the actions described in this section.

**Cancelling a Music Purchase; Refunds.** You have the right to cancel each purchase of a Music Product from Google (including a music subscription) for a refund within 7 working days of the day after that Music Product becomes available for you to download or stream, provided that, with respect to music subscription free trials: (i) you may cancel your subscription at any time during a free trial period (as set out in section 5 above) and (ii) you will not have the foregoing 7-day cancellation right once the paid portion of your subscription has commenced. Once you download or stream any Music Product that you purchase, you no longer have the right to cancel your purchase of that Music Product (unless the Music Product is defective). If Google grants to you a refund for a music subscription, the refund amount will be pro-rated to reflect remaining term of the subscription. Following Google's provision of a refund to you, you will no longer have the right to access the applicable Music Product.

**Other Google Subscription Services.** You may receive access to a Google Play music subscription as part of a subscription to another Google product; additionally, you may receive

access to other Google subscription products as part of a Google Play music subscription. The details of your access to such other Google subscription products will be presented to you before you complete your music subscription purchase. Your use of Google Play and any Google Play music subscription product is governed solely by these Terms, and not the terms of any other Google product, including any other Google product through which you receive access to a Google Play music subscription.

**Social Recommendations.** When you purchase Music Products, you may be given the opportunity to share all or a portion of the Music Products to your profile on Google+ or other Google-approved social networks or online destinations, as determined by Google in its sole discretion ("**Social Recommendation**"). Your use of Social Recommendations shall be subject to the Terms and any other terms and conditions applicable to the social networks or online destinations to which you share such Social Recommendations. Google may impose limitations on your Social Recommendations. For example, Google may render the Music Product associated with any Social Recommendation as a limited-length preview rather than a full-length play.

**Rights to Stored Content.** You retain any rights that you already hold in Stored Content. For the avoidance of doubt, Stored Content is not subject to the license grant to Google in the section of the Google Terms of Service titled "Your Content in our Services."

**Geographic Restrictions.** The Music Locker Services and Music Products are currently available only in some countries. You agree that you will not present any false, inaccurate or misleading information in an effort to misrepresent yourself as a resident of a supported country, and you will not attempt to circumvent any restrictions on access to or availability of the Music Locker Services or Music Products.

**Compliance With Settings.** You must observe and comply with any settings or parameters set by Google or a copyright holder in connection with Music Products. For example, Google or the copyright holders may correct errors in Music Products, add additional features or change the security features or regional availability of the Music Products. Where these changes are made, the Music Products may automatically update.

**Third-Party Provisions.** Notwithstanding anything to the contrary in these Terms, the third parties who license their musical or other content to Google as Music Products or for other use in connection with the Google Play store (including Providers in the case of Agency Sales) are intended third party beneficiaries under these Terms solely with respect to the specific provisions of these Terms that directly concern their content ("**Third-Party Provisions**"), and solely for the purpose of enabling such third parties to enforce their rights in such content. For the avoidance of doubt, nothing in these Terms confers a third-party beneficiary right upon any party, with respect to any provision that falls outside the Third Party Provisions, which includes but is not limited to any provisions or agreements incorporated by reference, or that may be referenced without incorporation, in these Terms.

**Third-Party Software and Data.** Information regarding third-party software (including open source) and data in the Music Locker Services can be obtained at the following location:

<http://music.google.com/about/thirdparty.html>.

**Licensing Partners.** If you are interested in learning more about some of the partners we work with to bring you music on Google Play, please visit [this page](#).

## 8. Books on Google Play

**Privacy Policy for Books.** The [Google Play Privacy Policy](#) for Books describes how we treat personal and certain other information generated by your use of Content that is books (“**Books Content**”).

**Device Requirements.** For information on the system requirements including what Devices are compatible with the Service and the purchase of and access to Books Content, please look at [http://support.google.com/mobile/?p=books\\_devices](http://support.google.com/mobile/?p=books_devices).

**Updates to Books Content.** Google or the copyright holders of Books Content may update such Books Content and change digital rights settings for such Books Content from time to time. For example Google or the copyright holders may correct errors in the Books Content or may add additional features, or may change the security features for the Books Content. Where these changes are made the Books Content that you see will automatically update, except where you have downloaded a copy of the Books Content to a Device.

**Cancellation.** In addition to your rights to cancel if you have a defective Product, as set out in section 6, you have the right to cancel the contract for each purchase or rental of a Book Content from Google for a refund within a period of 7 working days beginning with the day after that Book Content becomes available for you to read, except for rentals of Books Content for a 24-hour period, to which the cancellation right does not apply. Following Google's provision of a refund to you, the transaction will be reversed, and you will no longer have the right to access the applicable Book Content.

**Additional Restrictions.** The sale of Books does not provide any promotional use rights in any Book.

## 9. Movies and TV Shows on Google Play

**Introduction.** Google Play includes certain video services, which are defined as the “**Video Services**”. In the Terms, Content made available for purchase through the Video Services are “**Video Content**”.

**Cancellation.** You can cancel your purchase of unwatched Video Content and get a refund of the purchase price within 7 working days of your purchase. Requests for refunds for any other reason must be directed through the form in the Google Play [Help Center](#). Google reserves the right to approve or deny refund requests after 7 working days at its sole discretion.

**Purchase Options.** When you order Video Content through the Service, you may either (i) rent the Video Content for viewing an unlimited number of times during the period of time specified on the transaction page displayed at the time of your payment ("**Viewing Period**") and noted in your confirmation email ("**Rental Video Content**") or (ii) where available, purchase the Video Content for storage in a digital locker and for viewing and unlimited number of times as long as the Video Content is available in the digital locker ("**Locker Video Content**").

**Viewing Periods - Rentals.** Pausing, stopping, or rewinding a Rental Video Content will not extend your applicable Viewing Period for that Rental Video Content. Each item of Rental Video Content may have a different Viewing Period and the Viewing Period will be shown to you before you order it.

**Viewing Periods - Purchases.** Each Locker Video Content will be available for unlimited viewing for as long as Google is able to maintain the rights to continue providing you that Locker Video Content ("**Locker Period**"). Pausing, stopping, or rewinding an item of Locker Video Content will not extend the Locker Period. Each item of Locker Pay Content may have a different Locker Period.

**Viewing requirements.** You agree to watch each Video Content only within territories within which Google makes the relevant Video Content available for viewing. You may view Video Content when (1) online, with an internet connection and logged onto your Google account or (2) offline and viewing from a previously authorized device. You must be online to authorize a device for viewing Video Content.

**Device Limits - Rentals.** For each purchased Rental Video Content, you may watch such Rental Video Content on only one Device at a time (either online or on an authorized offline Device).

**Viewing Limits - Purchases.** For Locker Video Content, (1) you may view only one stream of each Locker Video Content at a time, (2) you may view up to 3 streams of Locker Video Content from your locker at a time, (3) you may authorize up to 5 Devices for offline playback of Locker Video Content at a time and to authorize additional devices, you must de-authorize one of those 5 Devices, (4) you may only authorize the same Device three times in any 12 month period and de-authorize the same Device twice in any 12 month period, (5) you may only de-authorize a total of 2 Devices for offline playback every 90 days, and (6) you may authorize no more than 3 Google accounts on the same Device.

## 10. Periodicals on Google Play Newsstand

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This section applies to sales of periodicals (magazines and news content) on Google Play Newsstand, and not to periodical content provided within other Android apps.

**Reductions for Print Subscribers.** Some Providers of periodicals may allow you to purchase a subscription of periodical Content on Google Play at a reduced rate if you are already a print subscriber. If you cancel your print subscription or that periodical or your print subscription expires and you do not renew it, your reduced rate subscription of that Content on Google Play will be cancelled automatically.

**Refunds.** Where you are granted a refund, Google may issue a refund for the entire term or grant a partial refund for Content not received in the remaining term of a subscription. Following Google's provision of a refund to you, you will no longer have the right to access the applicable issues of the relevant periodical Content delivered during the refunded period, or if a partial refund is given, any Content of the relevant periodical not yet received. If periodical Content is no longer available on Google Play (for example, if a title goes out of business or is sold to another publisher that does not provide periodicals on Google Play), Google will give you a refund (which may be a full refund for the current period of the subscription or a partial refund for Content not yet received in the current period).

**Information Google Shares with Periodical Publishers.** If you purchase a periodical subscription of any length on Google Play, Google may share your name, email address, mailing address and a unique identifier with the periodical's publisher. As a subscriber to the periodical, Google may also share your reading history within the periodical with the publisher of that periodical. Google has agreed with the periodical publisher that the periodical publisher will use this information in accordance with the publisher's privacy policy. You will be provided the opportunity to opt out of any communications from the publisher that do not relate to the subscription you are purchasing, and to opt out of marketing communications from third parties, at the time you purchase your subscription. If you purchase a single issue of a magazine on Google Play, Google may provide your postal code to the magazine's publisher. We also provide periodical publishers with sales information on periodical purchases.

**Verifying Print Subscriptions.** If you are accessing a subscription on Google Play Newsstand through an existing print subscription from that periodical's publisher, we may ask a third party service provider to verify your print subscription with the periodical publisher, and we may ask you for certain information relating to your print subscription in order to do so. Google will use this information in accordance with the Google Privacy Policy.

**Cancellation.** In addition to your rights to cancel if you have a defective Product, as set out in section 6, please see section 5 for your right of cancellation in relation to periodical subscriptions.

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Google Play Legal Information

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## TERMS AND CONDITIONS

### A. TERMS OF SALE

#### B. ITUNES STORE TERMS AND CONDITIONS

#### C. MAC APP STORE, APP STORE, APP STORE FOR APPLE TV AND IBOOKS STORE TERMS AND CONDITIONS

#### D. APPLE MUSIC TERMS AND CONDITIONS

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE ITUNES STORE, MAC APP STORE, APP STORE, APP STORE FOR APPLE TV, IBOOKS STORE AND APPLE MUSIC SERVICES ("SERVICES"). TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.

### A. TERMS OF SALE

#### PAYMENTS, TAXES, AND REFUND POLICY

You agree that you will pay for all products you purchase through the Services, and that Apple may charge your payment method for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES. For details of how purchases are billed please visit <http://support.apple.com/kb/HT5582>.

Your total price will include the price of the product plus any applicable tax; such tax is based on the bill-to address and the tax rate in effect at the time you download the product.

All sales and rentals of products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Apple.

#### 1-Click®

1-Click is a registered service mark of Amazon.com, Inc., used under license. 1-Click is a convenient feature that allows you to make a purchase from the Services with a single click of your mouse or other input device. When accessing the Services on your computer, 1-Click purchasing may be activated via the dialog that appears when you click a Buy button. (You may reset this selection at any time by clicking Reset Warnings in your Account information). When accessing the Services on your Apple-branded products running iOS such as an iPad, iPod touch, or iPhone ("iOS Device"), 1-Click is activated for each transaction by tapping the button showing the price of the product, which reveals the Buy button. When 1-Click is activated, clicking or tapping the Buy button starts the download immediately and completes your transaction without any further steps.

#### GIFT CERTIFICATES, ITUNES CARDS AND CODES, ALLOWANCES, AND CONTENT CODES

Gift Certificates, iTunes Cards and Codes, and Allowances are issued and managed by Apple Value Services, LLC ("Issuer").

Gift Certificates, iTunes Cards and Codes, Content Codes, and Allowances, in addition to unused balances, are not redeemable for cash and cannot be returned for a cash refund (except as required by law); exchanged; resold; used to purchase Gifts, Gift Certificates, or iTunes Cards or Codes; used to provide Allowances; used for purchases on the Apple Online Store; or used in Apple Retail Stores. Unused balances are not transferable.

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Gift Certificates, iTunes Cards and Codes, Content Codes, and Allowances purchased in the United States may be redeemed through the Services only in the United States, its territories, and possessions.

The Gift Certificate/iTunes Card/Code cash value is 1/10 of one cent.

Neither Issuer nor Apple is responsible for lost or stolen Gift Certificates, iTunes Cards or Codes, Content Codes, or Allowances. Risk of loss and title for Gift Certificates, iTunes Cards and Codes, and Allowances transmitted electronically pass to the purchaser in Virginia upon electronic transmission to the recipient. Risk of loss and title for Content Codes transmitted electronically pass in California upon electronic transmission from Apple; for avoidance of doubt, such recipient may not always be you.

Apple reserves the right to close accounts and request alternative forms of payment if a Gift Certificate, iTunes Card or Code, Content Code, or Allowance is fraudulently obtained or used on the Service.

APPLE, ISSUER, AND THEIR LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CERTIFICATES, ITUNES CARDS OR CODES, CONTENT CODES, ALLOWANCES, OR THE ITUNES STORE, APP STORE, MAC APP STORE, OR IBOOKS STORE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A GIFT CERTIFICATE, ITUNES CARD OR CODE, CONTENT CODE, OR ALLOWANCE IS NONFUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CERTIFICATE, ITUNES CARD OR CODE, CONTENT CODE, OR ALLOWANCE. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

#### GIFTS

Gifts purchased from the Services may be purchased only for, and redeemed only by, persons in the United States, its territories, and possessions. Gift recipients must have compatible hardware and parental control settings to utilize some gifts.

#### PRE-ORDERS

By pre-ordering products, you are authorizing the Services to automatically charge your account and download the product when it becomes available. You may cancel your pre-order prior to the time the item becomes available.

#### FAMILY SHARING

Family Sharing allows you to share eligible iTunes, App Store, Mac App Store, and iBooks Store products with up to six members (including yourself) of a "Family." If you set up or join a Family, you may view the eligible products of other Family members and download such products to your compatible device or computer. You can also choose to hide purchases so that other Family members will not be able to view or download them from you. You can share information such as photos and videos via the Photos app, events via your Family Calendar, reminders via the Reminders app, location information via Find My Friends, and device location via Find My iPhone. Family Sharing is for personal, non-commercial use only. iTunes and iCloud accounts are required; iOS 8 and/or OS X Yosemite are required to start and join a Family. Certain transactions and features may not be compatible with earlier software and may require a software upgrade. If you join a Family, the features of Family Sharing are enabled on your compatible devices and computers automatically.

The "Organizer" of a Family can invite other members to participate in the Family. The Organizer must be 18 years or older and must have an eligible payment method registered with iTunes. If you are an Organizer, you represent that you are the parent or legal guardian of any Family member under age 13. The Organizer's payment method is used to pay for any purchase initiated by a Family member in excess of any store credit in such initiating Family member's account. Products are associated with the account of the Family member who initiated the transaction. BY INVITING FAMILY MEMBERS TO JOIN A FAMILY, THE ORGANIZER AGREES THAT ALL FAMILY MEMBER PURCHASES ARE AUTHORIZED BY AND ARE THE RESPONSIBILITY OF THE ORGANIZER, EVEN IF THE ORGANIZER WAS UNAWARE OF ANY PARTICULAR PURCHASE, IF A FAMILY MEMBER EXCEEDED HIS OR HER AUTHORITY AS GRANTED BY THE ORGANIZER, OR IF MULTIPLE FAMILY MEMBERS PURCHASE THE SAME PRODUCT. THE ORGANIZER IS RESPONSIBLE FOR COMPLIANCE WITH ANY AGREEMENT WITH ITS PAYMENT METHOD PROVIDER, AND ASSUMES ALL RISK IN THE EVENT THAT SHARING ACCESS TO SUCH PAYMENT METHOD LIMITS ANY PROTECTION OFFERED BY THE PAYMENT METHOD PROVIDER. The Organizer can change the payment method on file at any time. A record of the purchase will be sent to the initiating Family member and

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the Organizer, even if the purchase is hidden by the Family member; please use Report a Problem on your receipt if you or your Family members do not recognize charges on your receipt or payment method statement.

The Organizer can use the Ask to Buy function to require children under the age of 18 to obtain permission from the Organizer, and/or other adults designated by the Organizer, to download free or paid products before a purchase or download commences. Products downloaded from Family members and products acquired via redemption codes are not subject to Ask to Buy. If you are an Organizer, you represent that you and/or any adult designee is the parent or legal guardian of any Family member for whom Ask to Buy is activated. Ask to Buy is optimized for iOS 8 and OS X Yosemite; product purchase or download requests from earlier software may present users with an alternative permission process or prevent purchases altogether, and may require a software upgrade. Apple is not responsible for any harm resulting from a delay in Ask to Buy approvals or denials.

The Organizer may remove any Family member from the Family, which will terminate that Family member's ability to initiate authorized purchases on the Organizer's payment method, and that Family Member's ability to view and share other Family members' products and information. When a Family member leaves or is removed from a Family, the remaining Family members may no longer be able to view or download the departing member's products or information, or access products previously downloaded from the departing Family member, including purchases made on the Organizer's payment method while the departing member was part of the Family. Similarly, if you leave a Family, you may no longer be able to view or download the products or information of the other Family members, and products that you downloaded from other Family members while a member of the Family may no longer be accessible. If you have made In-App Purchases from an app originally purchased by a departed Family member or downloaded from a Family member and you no longer belong to the Family, you need to purchase the app yourself and restore the In-App Purchases to regain access to them; please review the developer's policies and the section of this Agreement entitled "In-App Purchases" before buying In-App Purchases. Because personal accounts for users under age 13 can only be created as part of Family Sharing, deleting such an account in order to remove it from the Family will terminate that Family member's Apple ID and his or her ability to access any Apple services that require an Apple ID or any content associated with that Apple ID.

You can only belong to one Family at a time, and may join any Family no more than twice per year. You can change the store account you associate with a Family no more than once every 90 days. All Family members must use the same iTunes Store country or region. Music, movies, TV shows and books can be downloaded from the iTunes Service on up to 10 devices per account, only five of which can be computers; eligible apps can be downloaded to any devices the Family member owns or controls. Not all products, including In-App Purchases, content that is not available for re-download, subscriptions, and some previously purchased apps, are eligible for Family Sharing. Apple reserves the right to disband a Family in accordance with the "Termination" section of this Agreement.

#### ELECTRONIC CONTRACTING

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

#### NON-APPLE DEVICES

If you sign up for an Account or use a Service covered by this Agreement on a non-Apple-branded device or computer, you may have access to only a limited set of Account or Service functionality. As a condition to accessing your Account or a Service on a non-Apple-branded device or computer, you agree to all relevant terms and conditions found in this Agreement, including, without limitation, all requirements for use of an Account or Service, limitations on use, availability, disclaimers of warranties, rules regarding your content and conduct, and termination. Terms found in this Agreement relating to features or Services not available for non-Apple-branded device or computer users will not be applicable to you. These include, for example, the App Store. If you later choose to access your Account or a Service from an Apple-branded device or Apple-branded computer, you agree that all of the terms and conditions contained herein apply to your use of such Account or Service.

Apple is not responsible for typographic errors.

**B. ITUNES STORE TERMS AND CONDITIONS**

THIS LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") GOVERNS YOUR USE OF THE ITUNES STORE SERVICE (THE "ITUNES SERVICE").

**THE ITUNES STORE SERVICE**

Apple is the provider of the iTunes Service, which permits you to access, purchase or rent digital content ("iTunes Products") for end user use only under the terms and conditions set forth in this Agreement.

**REQUIREMENTS FOR USE OF THE ITUNES SERVICE**

Only persons age 13 years or older can create accounts. Accounts for persons under 13 years old can be created by a parent or legal guardian using Family Sharing or by an approved educational institution. Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it.

The iTunes Service is available to you only in the United States, its territories, and possessions. You agree not to use or attempt to use the iTunes Service from outside these locations. Apple may use technologies to verify your compliance.

Use of the iTunes Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of required software is recommended to access the iTunes Service and may be required for certain transactions or features and to download iTunes Products previously purchased or acquired from the iTunes Service. You agree that meeting these requirements, which may change from time to time, is your responsibility. The iTunes Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the iTunes Service.

**YOUR ACCOUNT**

As a registered user of the iTunes Service, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Apple of any security breach of your Account. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

In order to purchase and download iTunes Products from the iTunes Service, you must enter your Apple ID and password or use Touch ID to authenticate your Account for transactions. Once you have authenticated your Account using your Apple ID and password, you will not need to authenticate again for fifteen minutes on your computer or iOS Device; you can choose to allow your computer or Apple TV to remember your password to remain authenticated. During this time, you will be able to purchase and download iTunes Products without re-entering your password. You can turn off the ability to make iTunes Product transactions or change settings to require a password for every transaction by adjusting the settings on your computer, iOS Device, or Apple TV. For more information, please see <http://support.apple.com/kb/HT1904> and <http://support.apple.com/kb/HT4213>.

You agree to provide accurate and complete information when you register with, and as you use, the iTunes Service ("iTunes Registration Data"), and you agree to update your iTunes Registration Data to keep it accurate and complete. You agree that Apple may store and use the iTunes Registration Data you provide for use in maintaining and billing fees to your Account.

**AUTOMATIC DELIVERY AND DOWNLOADING PREVIOUS PURCHASES**

When you first acquire music, purchased (i.e. not rented) movie, TV show and music video iTunes Products (collectively, "iTunes Eligible Content"), you may elect to automatically receive ("auto-download") copies of such iTunes Eligible Content on additional compatible iOS Devices (except for purchased movies and TV show iTunes Products) and iTunes-authorized computers with compatible software by associating such iOS Devices and computers subject to the association rules below (each, an "Associated Device"). For each Associated Device, you may specify which type of iTunes Eligible Content, if any, may be auto-downloaded to it. On an Associated Device that is capable of receiving push notifications ("Push-Enabled"), including iOS Devices, the iTunes Eligible Content will auto-download to that Associated Device when it has an Internet connection; on an Associated Device that is not Push-Enabled, iTunes Eligible Content will automatically appear in the download queue and you may manually initiate the download within iTunes.

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As an accommodation to you, subsequent to acquiring iTunes Eligible Content, you may download certain of such previously-acquired iTunes Eligible Content onto any Associated Device. Some iTunes Eligible Content that you previously acquired may not be available for subsequent download at any given time, and Apple shall have no liability to you in such event. As you may not be able to subsequently download certain previously-acquired iTunes Eligible Content, once you download an item of iTunes Eligible Content, it is your responsibility not to lose, destroy, or damage it, and you may want to back it up.

Association of Associated Devices is subject to the following terms:

(i) You may auto-download iTunes Eligible Content or download previously-acquired iTunes Eligible Content from an Account on up to 10 Associated Devices, provided no more than 5 are iTunes-authorized computers.

(ii) An Associated Device can be associated with only one Account at any given time.

(iii) You may switch an Associated Device to a different Account only once every 90 days.

(iv) You may download previously-acquired free content onto an unlimited number of devices while it is free on the iTunes Service, but on no more than 5 iTunes-authorized computers.

An Apple TV is not an "Associated Device." However, TV show iTunes Products and purchased (i.e. not rented) movies iTunes Products may be played back on compatible Apple TVs, provided that you may only play back any such TV show or movie on a limited number of Apple TVs at the same time.

Some pieces of iTunes Eligible Content may be large, and significant data charges may result from delivery of such iTunes Eligible Content over a data connection.

#### ITUNES MATCH

iTunes Match permits you to remotely access your matched or uploaded songs, and music videos you have purchased with your Account, along with related metadata, playlists, and other information about your iTunes Library ("iTunes Match Content").

You may subscribe to iTunes Match for an annual fee. You must have a valid credit card on file with iTunes to subscribe. The subscription is non-refundable (except as required by applicable law), and will automatically renew for one-year periods until you cancel. Your account will be charged no more than 24 hours prior to the expiration of the current subscription period. You may cancel automatic renewal by adjusting the iTunes Store account settings on your computer. You will no longer be able to access your iTunes Match Content from iTunes Match after the end of your subscription period.

iTunes Match works with libraries that contain up to 100,000 songs which are either (i) not currently available on the iTunes Service, or (ii) not purchased from the iTunes Service with your Account. Songs that do not meet certain quality criteria or that are not authorized for your computer are not eligible for iTunes Match.

In order to set up and use iTunes Match, information about the media in your iTunes library, your operating system and hardware identifiers, will be collected and associated with your Account on Apple's servers. iTunes Match automatically scans the song files and collects other information that may be used to identify media in your iTunes library, such as the names of songs, song artists or song durations. iTunes Match will use this information to match songs to those currently available on the iTunes Store, and will make matched songs available to you in a format then available on the iTunes Store. If the song is not successfully matched, your copy of the song will be uploaded to Apple in the same format or a format determined by Apple. Apple reserves the right to limit types of content uploaded (for example, excessively large files). Matched or uploaded songs and related metadata will be available for access from an Associated Device that has been enabled for iTunes Match. Association of Associated Devices for iTunes Match is subject to the same terms as Automatic Delivery and Downloading Previous Purchases, and uploaded or matched songs and related information are deemed to be "iTunes Eligible Content." You may also access iTunes Match Content from compatible Apple TVs, provided that you may only do so on a limited number of Apple TVs at the same time.

When you use iTunes Match, Apple will log information such as the tracks you play, stop or skip, the devices you use, and the time and duration of playback. By using iTunes Match, you agree and consent to Apple's and its subsidiaries' and agents' transmission, collection, maintenance, processing, and use of this information, including your iTunes Match usage information, to report to licensors and pay royalties, provide and improve iTunes features and services and other Apple products and services, and as otherwise permitted in accordance with Apple's Privacy Policy, available here: <http://www.apple.com/legal/privacy/>.

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iTunes Match is provided on an "AS IS" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information, including music, playlist, and play history, from your computer or device and from peripherals (including, without limitation, servers and other computers) connected thereto. You should back up all data and information on your computer or device and any peripherals prior to using iTunes Match. You expressly acknowledge and agree that all use of iTunes Match is at your sole risk. To the extent permitted by law, Apple shall have no liability with respect to your use of iTunes Match, including the inability to access matched or uploaded content.

## PRIVACY

The iTunes Service is subject to Apple's Privacy Policy at <http://www.apple.com/legal/privacy/>.

When you opt in to the Genius feature, Apple will, from time to time, automatically collect information that can be used to identify media in your iTunes library on any Genius-enabled device, such as your play history and playlists. This includes media purchased or acquired through iTunes and media obtained from other sources. This information will be stored anonymously and will not be associated with your name or Account. When you use the Genius feature, Apple will use this information and the contents of your iTunes library, as well as other information, to give personalized recommendations to you.

Apple may only use this information and combine it with aggregated information from the iTunes libraries of other users who also opt in to this feature, your iTunes Store purchase history data, aggregated purchase history data from other iTunes Store users, and other information obtained from third parties, to:

- Create personalized playlists for you from your iTunes library.
- Provide you with recommendations regarding media and other products and services that you may wish to purchase or acquire.
- Provide recommendations regarding products and services to other users.

At all times your information will be treated in accordance with Apple's Privacy Policy.

Once you opt in to the Genius feature, you will be able to create Genius playlists on Genius-capable devices.

If you prefer that we do not collect and use information from your iTunes library in this manner, you should not enable the Genius feature. You can revoke your opt-in choice at any time by turning off the Genius feature from the Store menu in iTunes on your computer or turning off Genius in the Settings on your device. After you opt out, iTunes will no longer send information about your iTunes library to Apple. If you have elected to share your library from multiple devices, you need to turn off the Genius feature from each device.

By opting in to the Genius feature, you consent to the use of your information as described above and as described in Apple's Privacy Policy.

## CONTENT AVAILABILITY

Apple reserves the right to change content options (including eligibility for particular features) without notice. For further information or concerns about closed captioning in specific content within the iTunes Store, please email [accessibility@apple.com](mailto:accessibility@apple.com). You may also contact Thomas Montgomery, Accessibility Response Engineer, 1 Infinite Loop, Cupertino, California 95014, Phone/Fax: 408-783-5512.

## USE OF CONTENT

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technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules without notice to you. You agree not to access the iTunes Service by any means other than through software that is provided by Apple for accessing the iTunes Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the iTunes Service. Violations of system or network security may result in civil or criminal liability.

## USAGE RULES

- (i) You shall be authorized to use iTunes Products only for personal, noncommercial use.
- (ii) You shall be authorized to use iTunes Products on five iTunes-authorized devices at any time, except for Content Rentals (see below).
- (iii) You shall be able to store iTunes Products from up to five different Accounts at a time on compatible devices, provided that each iPhone may sync one iTunes Product with only a single iTunes-authorized device at a time, and syncing an iPhone with a different iTunes-authorized device will cause one iTunes Product stored on that iPhone to be erased.
- (iv) You shall be authorized to burn an audio playlist up to seven times.
- (v) You shall not be entitled to burn video iTunes Products or tone iTunes Products.
- (vi) iTunes Plus Products do not contain security technology that limits your usage of such products, and Usage Rules (ii) – (v) do not apply to iTunes Plus Products. You may copy, store, and burn iTunes Plus Products as reasonably necessary for personal, noncommercial use.
- (vii) You shall be able to manually sync a movie from at least one iTunes-authorized device to devices that have manual sync mode, provided that the movie is associated with an Account on the primary iTunes-authorized device, where the primary iTunes-authorized device is the one that was first synced with the device or the one that you subsequently designate as primary using iTunes.
- (viii) An HDCP connection is required to view content transmitted over HDMI.
- (ix) Content Rentals
  - (a) Content rentals are viewable on only one device at a time. You must be connected to the iTunes Service when moving rentals, and you may do so only between your computer and other compatible devices. Content rented using your Apple TV, iPad, iPhone 4, or iPod touch (4th generation) may not be moved. If you move a rental to a compatible device and then use the iTunes Service to restore that device, or choose Settings > Reset > Erase all content and settings on that device, the rental will be permanently deleted.
  - (b) Once you purchase a rental, you must fully download the rental within thirty (30) days. You have thirty (30) days after downloading a rental to begin viewing. Once you begin viewing, you have twenty-four (24) hours to finish viewing a movie. Stopping, pausing, or restarting a rental does not extend the available time for viewing.

Some iTunes Products, including but not limited to Content rentals, may be downloaded only once and cannot be replaced if lost for any reason. It is your responsibility not to lose, destroy, or damage iTunes Products once downloaded, and you may wish to back them up.

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## SEASON PASS, MULTI-PASS, ITUNES PASS

The full price of the Season Pass, Multi-Pass, or iTunes Pass is charged upon purchase. You must connect to the iTunes Service and download any remaining Pass content within 90 days after the final

Pass content becomes available (or such other time period as may be specified on the purchase page), after which that content may no longer be available for download as part of the purchase. If automatic renewal is selected when you purchase a Multi-Pass, you will be charged the full price of each subsequent Multi-Pass cycle, unless and until you cancel automatic renewal prior to the beginning of the subsequent Multi-Pass cycle (in the Manage Passes section of your Account information). If a network or studio delivers fewer TV episodes than planned when you purchased a Season Pass, we will credit to your Account the retail value of the corresponding number of episodes.

#### HIGH-DEFINITION (HD) ITUNES PRODUCTS

HD iTunes Products are viewable only on HD capable devices; however, HD iTunes Products purchased (not rented) include a standard-definition version for use on non-HD devices.

#### SUBMISSIONS TO THE ITUNES SERVICE

The iTunes Service may offer interactive features that allow you to submit materials (including links to third-party content) on areas of the iTunes Service accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials on the iTunes Service. You hereby grant Apple a worldwide, royalty-free, nonexclusive license to use such materials as part of the iTunes Service or in relation to iTunes Products, without any compensation or obligation to you. Apple reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.

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#### IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during your use of the products offered through the iTunes Service, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including but not limited to while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before using the products offered through the iTunes Service if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children's use of the products offered through the iTunes Service for signs of symptoms.

#### INTELLECTUAL PROPERTY

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- (i) You may auto-download Eligible Content or download previously-acquired Eligible Content from an Account on up to 10 Associated Devices, provided no more than 5 are iTunes-authorized computers.
- (ii) An Associated Device can be associated with only one Account at any given time.
- (iii) You may switch an Associated Device to a different Account only once every 90 days.
- (iv) You may download previously-acquired free content onto an unlimited number of devices while it is free on the App and Book Services, but on no more than 5 iTunes-authorized computers.

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The Apple Music Service is operated by Apple from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Apple Music Service. All transactions on the Apple Music Service are governed by California law, without giving effect to its conflict of law provisions. Your use of the Apple Music Service may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Apple or relating in any way to your use of the Apple Music Service resides in the courts in the State of California. Risk of loss and title for all electronically delivered transactions pass to the purchaser in California upon electronic transmission to the recipient. No Apple employee or agent has the authority to vary this Agreement.

Apple may notify you with respect to the Apple Music Service by sending you an email message, or a letter via postal mail to your Account mailing address, or by a posting on the Apple Music Service. Notices shall become effective immediately.

Apple reserves the right to take steps Apple believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Apple has the right, without liability to you, to disclose any Account information to law enforcement authorities, government officials, and/or a third party, as Apple believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Apple's right to cooperate with any legal process relating to your use of the Apple Music Service and/or Apple Music Products, and/or a third-party claim that your use of the Apple Music Service and/or Apple Music Products is unlawful and/or infringes such third party's rights).

Last Updated: October 21, 2015

8/25/2016

Amazon.com Help: Amazon Instant Video Terms of Use

All

Departments

Browsing History

Brian's Amazon.com

Today's Deals

Hello, Brian

Account & Lists

Orders

History

0

Cart

## Help & Customer Service

Search Help

Digital Music, Amazon Video & Apps > Amazon Video >

# Amazon Video Terms of Use

Last Updated: January 25, 2016

All Help Topics

### Amazon Video

- Amazon Video Help Videos
- Setting Up Amazon Video
- Purchasing Amazon Video
- Watching Amazon Video
- Prime Video
- Video Subscriptions
- Video Issues
- View Your Personal Photos & Videos
- Amazon Instant Video Terms of Use
- Amazon Instant Video Usage Rules
- Third Party Software

### Quick solutions

-  **Prime Video**  
Manage preferences & settings
-  **Apps & Devices**  
Install or remove apps
-  **Digital Purchases**  
View purchased books & apps
-  **Manage Your Music**  
Upload music & edit playlists
-  **Device Support**  
Device user guides & troubleshooting
-  **Your Amazon Drive**  
Sync photos & files

Ask the Kindle Help

Community

Ask the Help Community

Contact Us

This is an agreement between you and Amazon Digital Services LLC (with its affiliates, "Amazon" or "we"). Please read these terms of use, all rules and policies related to the Amazon Video Service (including, but not limited to, the Amazon Video usage rules, any product-specific rules or usage provisions specified on any product detail page, in any link from a product detail page, or on any help or other informational page for the service), the Amazon.com Privacy Notice, and the Amazon.com Conditions of Use (collectively, this "Agreement"). You accept and agree to the terms of this Agreement by clicking "watch now," "buy," "rent," or their equivalent on the Amazon Video service.

### 1. THE SERVICE

The Amazon Video service (formerly known as Amazon Instant Video) (the "Service") offers digitized versions of movies, television shows, sporting events, news events, and other video content (collectively, "Digital Content") and other services under the conditions set forth in this Agreement. The Service allows you to access and view Digital Content by streaming or downloading a copy. As indicated on the product detail pages of the Service, some Digital Content may be available for streaming only, some Digital Content may be available for download only, and some Digital Content may be available for streaming and download.

### 2. COMPATIBLE DEVICES

In order to be able to stream or download, and view, Digital Content on the Service, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time and is otherwise capable of interacting with the Service (each such device, a "Compatible Device"). Some Compatible Devices may be used only to stream Digital Content, some Compatible Devices may be used only to download Digital Content, and some Compatible Devices may be used to stream and download Digital Content. We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. As a result, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

### 3. LIMITED TO U.S.

Due to restrictions placed on us by our content providers, we are currently only able to make the Service available to customers located in the United States. We regret that you may not use the Service if you are outside of the United States. "United States" refers to the United States and U.S. territories.

### 4. RENTAL AND SALE CANCELLATIONS

Within twenty-four hours of purchase or rental of Digital Content, you can cancel a purchase by clicking "Cancel Your Order" from Your Digital Orders on the Amazon website. After twenty-four hours, or once you have started to stream or download that Digital Content, purchases and rentals of Digital Content are final.

### 5. DIGITAL CONTENT

**a. General.** The Service may allow you to: (i) rent Digital Content for viewing over a limited period of time ("Rental Digital Content"), (ii) purchase Digital Content for viewing over an indefinite period of time ("Purchased Digital Content"), (iii) access Digital Content on a subscription basis for viewing over a limited period of time during a subscription period ("Subscription Digital Content"), and (iv) access Digital Content on a free, ad-supported or promotional basis for viewing over a limited period of time ("Free Digital Content"). Digital Content may be available as Rental Digital Content, Purchased Digital Content, Subscription Digital Content, Free Digital Content, or any combination of those. From time to time, we may add or remove Digital Content from the Service and may change the basis on which Digital Content is available.

**b. Usage Rules.** Your use of Digital Content is subject to the Amazon Video Usage Rules (the "Usage Rules"). The Usage Rules provide important information, including the time period during which you are

authorized to view different types of Digital Content (the "Viewing Period") and limitations on the number and type of Compatible Devices on which each type of Digital Content may be downloaded, streamed, and viewed.

**c. Subscriptions.** Offers for subscriptions, the subscription services, the extent of subscription content, and the specific titles available through subscription services, will all change over time. We make no guarantee as to the availability of specific Subscription Digital Content or the minimum amount of Subscription Digital Content available in any subscription. Additional terms applicable to a subscription (such as the applicable cancellation and refund policy) will be indicated on the informational pages for that subscription. If you purchase a subscription or start a free trial for a subscription, your subscription will automatically continue at the regular subscription price using a payment method we have on record for you. You must use a credit card to pay for a subscription. Please do not sign up for a subscription with a debit card. We reserve the right to change subscription terms and prices from time to time, effective as of the beginning of the next subscription term. Some of the subscription services that we sell are from third parties. Third parties that provide subscription services (for example through the Streaming Partners Program) may change or discontinue the features of their services or the content in their services. Amazon is not responsible for the content contained in any subscription service from a third party or the features of any subscription service from a third party.

**d. License to Digital Content.** Subject to payment of any applicable fees to rent, purchase, or access Digital Content, and your compliance with all terms of this Agreement, Amazon grants you a personal, non-exclusive, non-transferable, non-sublicensable, license, during the applicable Viewing Period, to access, view, use and display the Digital Content in accordance with the Usage Rules, for Non-Commercial, Private Use. "Non-Commercial, Private Use" means a presentation of Digital Content for which no fee or consideration of any kind (other than that which you pay to us to view the Digital Content) is charged or received, which takes place in your private home or apartment or, if outside your private home or apartment (e.g., in a hotel room, dorm room, office, or airport waiting lounge) is limited to a private viewing for you and your invitees. Non-Commercial, Private Use specifically excludes any public presentation (e.g., a presentation in a dorm lounge) and any presentation by a place of public accommodation or other commercial establishment (e.g., a bar or restaurant), even if no fee is charged for viewing the Digital Content. To simplify your viewing and management of Digital Content that has a limited Viewing Period (such as Rental Digital Content and Subscription Digital Content), we may automatically remove that Digital Content from your Compatible Device after the end of its Viewing Period, and you consent to such automatic removal.

**e. Availability of Purchased Digital Content.** Purchased Digital Content will generally continue to be available to you for download or streaming from the Service, as applicable, but may become unavailable due to potential content provider licensing restrictions and for other reasons, and Amazon will not be liable to you if Purchased Digital Content becomes unavailable for further download or streaming. You may download and store your own copy of Purchased Digital Content on a Compatible Device authorized for such download so that you can view that Purchased Digital Content if it becomes unavailable for further download or streaming from the Service.

**f. Downloading and Risk of Loss.** If you plan to download Digital Content that you purchase or rent, we encourage you to do so promptly after your purchase or rental. If you are unable to complete a download after having reviewed our online help resources, please contact Amazon customer service. Once you purchase or rent Digital Content and we make the Digital Content available to you, you are responsible for completing the download, if you choose to download, and for all risk of loss of the Digital Content after download.

**g. Streaming.** When you stream Digital Content, the resolution and quality of the Digital Content you receive will depend on a number of factors, including the type of Compatible Device on which you are streaming the Digital Content and your bandwidth, which may increase or decrease over the course of your viewing. If we detect that Digital Content we are streaming to you may be interrupted or may otherwise not play properly due to bandwidth constraints or other factors, we may decrease the resolution and file size of the Digital Content we stream to you in an effort to provide an uninterrupted viewing experience. While we strive to provide you a high quality viewing experience, we make no guarantee as to the resolution or quality of the Digital Content you will receive when streaming, even if you have paid extra for access to high definition, ultra-high definition, or high-dynamic-range content.

**h. General Restrictions.** You may not transfer, copy or display the Digital Content, except as permitted in this Agreement. In addition, you may not: (i) sell, rent, lease, distribute, or broadcast any right to the Digital Content to any third party; (ii) remove any proprietary notices or labels on the Digital Content; (iii) attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management system used as part of the Service; or, (iv) use the Service or Digital Content for any commercial or illegal purpose.

## 6. SOFTWARE

**a. Use of the Software.** We may make available software for your use in connection with the Service (the "Software"). Terms contained in the Amazon.com Conditions of Use apply to your use of the Software. For additional terms that apply to certain third-party Software, click here.

**b. Information Provided to Amazon.** The Software may provide Amazon with data about your Compatible Device and its interaction with the Service (such as device type, network connectivity, IP

8/25/2016

Amazon.com Help: Amazon Instant Video Terms of Use

address of the device and unique device identifiers that allow us to link your Compatible Device to your Service account). The Software may also provide Amazon with information related to the Digital Content that you download and stream and your use of that Digital Content (such as whether and when you viewed the Digital Content, which may, among other things, help us measure the Viewing Period for Rental Digital Content). Any information we receive is subject to the Amazon.com privacy notice located at <https://www.amazon.com/privacy>.

#### 7. ADDITIONAL TERMS

**a. Termination.** If you violate any of the terms of this Agreement, your rights under this Agreement will automatically terminate without notice from us, and Amazon may, in its discretion, immediately revoke your access to the Service without notice to you and without refund of any fees. In such event, you must delete all copies of Digital Content that you have downloaded, and Amazon may automatically discontinue your access to Digital Content.

**b. Explicit Content.** You understand that by using the Service, you may encounter content that may be offensive, indecent or objectionable; this content may or may not be identified as having explicit language or other attributes. Nevertheless, you agree to use the Service at your sole risk, and Amazon has no liability to you for any content. Content types, genres categories, and descriptions are provided for convenience, and Amazon does not guarantee their accuracy.

**c. Communications.** We may send you promotions or otherwise communicate with you electronically via e-mail, and you hereby consent to receive those communications, regardless of requests you may have indicated on the Amazon.com website or by any other means. If you would like to stop receiving e-mail notifications from Amazon Video, you must cancel all applicable Amazon Video subscriptions, which may be cancelled here: [Manage Your Video Subscriptions](#).

**d. Modification of Service.** Amazon reserves the right to modify, suspend, or discontinue the Service, or any part thereof, at any time and without notice to you, and Amazon will not be liable to you should it exercise such rights, even if your use of Digital Content is impacted by the change.

**e. Amendments.** Amazon reserves the right to make changes to this Agreement at any time by posting the revised terms in connection with the Services or on Amazon.com. Your continued use of the Service following any such changes will constitute your acceptance of such changes.

**f. Reservation of Rights; Waiver. The Service and the Digital Content embody intellectual property that is protected by law. Copyright owners of Digital Content are intended third-party beneficiaries under the Agreement and may enforce the Agreement against you and invoke all rights under the Agreement including limitations of liability. Our failure to insist upon or enforce your strict compliance with the Agreement will not constitute a waiver of any of our rights.**

**g. Disputes/Binding Arbitration. Any dispute or claim arising from or relating to this Agreement or the Service is subject to the binding arbitration, governing law, disclaimer of warranties and limitation of liability and all other terms in the Amazon.com Conditions of Use at <https://www.amazon.com/conditionsfuse>. You agree to those terms by entering into this Agreement or using the Service.**

**h. Limitation of Liability.** Without limiting the Disclaimer of Warranties and Limitation of Liability in the Amazon.com Conditions of Use: (i) in no event shall our or our software licensors' total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) arising out of or related to your use or inability to use the Software exceed the amount of fifty dollars (\$50.00); and (ii) in no event shall our or our Digital Content providers' total liability to you for all damages arising from your use of the Service, the Digital Content, or information, materials or products included on or otherwise made available to you through the Service, exceed the amount you paid to us to purchase, rent, or view the Digital Content related to your claim for damages. These limitations will apply to you even if the remedies fail of their essential purpose.

**i. Contact Information.** For communications concerning this Agreement, please write to Amazon.com, Attn: Legal Department, P.O. Box 81226, Seattle, WA 98108-1226.

**j. Severability.** If any term or condition of the Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

Was this information helpful?

Yes No

Search Help

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Get to Know Us

- Careers
- About Amazon
- Investor Relations
- Amazon Devices

Make Money with Us

- Sell on Amazon
- Sell Your Services on Amazon
- Sell on Amazon Business
- Sell Your Apps on Amazon
- Become an Affiliate
- Advertise Your Products
- Self-Publish with Us
- Become an Amazon Vendor
- [» See all](#)

Amazon Payment Products

- Amazon.com Rewards Visa Card
- Amazon.com Store Card
- Amazon.com Corporate Credit Line
- Shop with Points
- Credit Card Marketplace
- Reload Your Balance
- Amazon Currency Converter

Let Us Help You

- Your Account
- Your Orders
- Shipping Rates & Policies
- Amazon Prime
- Returns & Replacements
- Manage Your Content and Devices
- Amazon Assistant
- Help

Australia Brazil Canada China France Germany India Italy Japan Mexico Netherlands Spain United Kingdom

Amazon Drive  
Unlimited Cloud Storage  
From Amazon

Amazon  
Score deals  
on fashion brands

Amazon  
Rare Books  
& Textbooks

Amazon  
Audiobook Publishing  
Made Easy

Amazon  
Actionable Analytics  
for the Web

Amazon  
Everything For  
Your Business

Amazon Fresh  
Groceries & More  
Right To Your Door

Amazon  
Ship Orders  
Internationally

Amazon  
Handpicked Pros  
Happiness Guarantee

Amazon  
Free Digital Educational  
Resources

Amazon  
Video Distribution  
Made Easy

Amazon  
Scalable Cloud  
Computing Services

Amazon  
Download  
Audio Books

Amazon  
Prestige Beauty  
Delivered

Amazon  
Books With Free  
Delivery Worldwide

Amazon  
Kitchen, Storage  
& Everything Home

Amazon  
Thousands of  
Digital Comics

Amazon  
Indie Print Publishing  
Made Easy

Amazon.com  
Everything  
But The Baby

Amazon  
Digital  
Photography

Amazon  
Designer Men's  
Fashion

Amazon  
Sewing, Quilting  
& Knitting

Amazon  
Book reviews  
& recommendations

Amazon  
Movies, TV  
& Celebrities

Amazon.com  
Shop Online  
in India

Amazon  
Indie Digital Publishing  
Made Easy

Amazon  
FREE 2-Hour Delivery  
on Everyday Items

Amazon  
Designer  
Fashion Brands

Amazon  
Health, Beauty &  
Home Essentials

Amazon  
Math Activities  
for Kids & Schools

Amazon.com  
Everything  
For Your Pet

Amazon  
Open-Box  
Discounts

Amazon  
Discover & Distribute  
Digital Content

Amazon  
Deals and  
Shenanigans

Amazon  
A Happy Place  
To Shop For Toys

Amazon  
Shoes &  
Clothing

**EXHIBIT A**



Neal Harmon <nealsharmon@gmail.com>

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**[6-573900002296] YouTube Terms of Service**

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legal-youtube@google.com <legal-youtube@google.com>  
To: neal@vidangel.com

Thu, Dec 5, 2013 at 3:16 PM

December 5, 2013

**VIA EMAIL ( neal@vidangel.com )**

Hi Mr. Harmon,

We are following up on correspondence between you and Brian Mendonca, legal counsel for Chromecast. The Chromecast team remains concerned that your use of Chromecast marketing assets, including but not limited to hosting a Chromecast video in a lightbox on your site, creates confusion as to the affiliation between Chromecast and VidAngel. We ask that you address these concerns as soon as possible.

In addition, I'm writing to discuss a couple of specific aspects of VidAngel's use of the YouTube embedded player: that you are modifying the YouTube player, specifically the play button; and that you are modifying the audio and video components of YouTube content.

We've worked hard to create YouTube offsite playback functionality that supports our uploaders' expectations and maintains a consistent user experience -- so that users around the Web know what they can expect when encountering YouTube content (player navigation, branding, ability to get back to the YouTube.com site, etc). I'd like to draw your attention to Section II.8 of the API Terms of Service, which prohibits applications that "modify the audio or visual components of any YouTube audiovisual content" as well as Section 4B of the YouTube Terms of Service which states that "You agree not to alter or modify any part of the Service." Also, Section F of the YouTube Terms of Service that says "if you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player."

As I'm concerned that your implementation takes away from the YouTube experience, I'm asking that you utilize our embedded player for any YouTube video on your site in a manner consistent with our YouTube Terms of Service (<http://www.youtube.com/t/terms>) and API Terms of Service (<https://developers.google.com/youtube/terms>).

Thanks for your time, and please let us know if you have any questions.

Thanks,

The YouTube Legal Team

**D\_14771**

**EXHIBIT B**

KUPFERSTEIN MANUEL & QUINTO LLP

11845 W. OLYMPIC BOULEVARD  
SUITE 1000  
LOS ANGELES, CA 90064

PHONE: (424) 248-6650  
FAX: (424) 248-6652

July 23, 2015

Alan Braverman, Esq.  
General Counsel  
The Walt Disney Company  
500 S. Buena Vista Street  
Burbank, CA

Re: Proposed VidAngel Movie Streaming Service

Dear Mr. Braverman:

We are counsel to VidAngel, Inc. We are writing to request The Walt Disney Company's input concerning VidAngel's proposed streaming service for motion pictures and television programs, specifically to inquire about buying DVD and Blu-ray discs directly from The Walt Disney Company.

At the outset, we want to be clear concerning two things. First, the service VidAngel proposes to provide is not intended to compete with existing services that stream content "as-is." Rather, it is designed to allow consumers who might not otherwise purchase a particular DVD or Blu-ray movie or television show, due to personal preferences, to choose what they wish to have "muted or skipped" while the disc is played and streamed to them. These consumers generally want customized ("muted or skipped") playback out of a concern that the DVD or Blu-ray might contain material they feel is inappropriate for their children or that they wish not to view or hear. Second, VidAngel wants to work with content-providers, and eventually purchase its Blu-ray and DVD discs directly from The Walt Disney Company, rather than from distributors. VidAngel believes that it can, in essence, partner with content-providers to allow consumers to benefit from the Family Home Movie Act, 17 U.S.C. 110 § (12), while enabling a bigger market reach.

This is how VidAngel's business works:

1. VidAngel lawfully purchases DVD or Blu-ray movies and television shows that it plans to stream.
2. VidAngel's community users review and tag the content to identify over 20 categories of content that a customer might wish to have excluded when

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Alan Braverman, Esq.  
General Counsel  
July 23, 2015  
Page 2

streamed to his or her family, such as profanity, vulgarity, blasphemy, nudity, sex acts, etc.

3. Customers select movies/shows they wish to see, purchase them, and choose which of the 20+ categories they want "muted or skipped" during the streaming. Note that the original content is unchanged; however, the playback experience is customized. Customers can adjust individual tags within the categories. For example, a customer can choose to mute the "F" word or skip a rape scene in a movie while keeping any or all of the other tagged content, thus allowing a customer to feel comfortable permitting younger audiences to watch the movie. Significantly, VidAngel does not make a copy of the altered version of the movie; it customizes the playback to skip or mute particular words or scenes based on each customer's preferences.
4. VidAngel purchases the DVD or Blu-ray disc for the customer and stores it in a physical vault. The purchase of the disc is on a one-to-one disc-to-customer basis prior to streaming its content to any customer. That is to say, there is a physical copy owned by every customer prior to streaming any content to any customer.
5. VidAngel's customers are allowed to have the contents of the discs they own streamed to them as many times as they want, with the types of content they identified muted or skipped. VidAngel does not, however, allow any one customer to have a work streamed to two devices simultaneously, nor does it allow any work to be streamed to any device that the customer has not previously logged into using his or her personal VidAngel account.
6. At a customer's request, VidAngel will ship any physical DVD or Blu-ray the customer owns to him or her or will re-purchase the disc at a discount from the sale price. The amount of the discount is based on the length of time the customer has owned that disc.

VidAngel began a limited beta test of its technology in January 2015 starting with 43 users and has grown the number of beta users to 4,848 users in June. To date, the service has proved very popular among beta users. VidAngel has already legally purchased many thousand Blu-ray and DVD discs to support these customers. Having tested demand for the service, VidAngel now needs to discuss direct purchasing of DVD and Blu-ray content in order to scale its business.

To gauge the interest its service will generate among all parents, as opposed to just the Beta test participants, VidAngel commissioned a consumer survey of randomly

Alan Braverman, Esq.  
General Counsel  
July 23, 2015  
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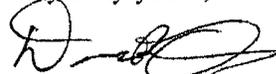
selected parents nationwide which asked whether they would use parental control software that filters swearing and other content they view as inappropriate from movies streamed to their homes. Forty-seven percent of the survey respondents said that they would a) likely or b) very likely use it.

Significantly, VidAngel appears to be largely attracting consumers who would not otherwise watch certain DVD or Blu-ray content, as opposed to taking business away from other companies that purchase Blu-ray and DVD copies of content. Since launching the beta test in January, VidAngel has continuously surveyed its customers to ask whether they would have watched the content they selected had VidAngel not provided for their ability to mute or skip material they found offensive or did not wish to see or hear. The survey found that 77 percent of viewers would not have purchased that content had the ability to skip or mute certain language or content not been offered. If its business is successful, VidAngel's service will help grow the industry and will likely result in a substantial net increase in the total sales of DVD and Blu-ray discs.

You may access VidAngel's services at [www.VidAngel.com](http://www.VidAngel.com). If you have any questions concerning VidAngel's technology or business model, please feel free to ask. If you disagree with VidAngel's belief that its technology fully complies with the Copyright Act or otherwise does not adequately protect the rights of copyright owners, please let us know. VidAngel wants to take the concerns of content owners into consideration and address them to the extent it can. VidAngel hopes that it will be viewed as a partner to content providers, substantially increasing legal sales of DVDs and Blu-ray copies of content. Finally, VidAngel would appreciate knowing the volumes required to buy DVD and Blu-Ray discs directly from The Walt Disney Company.

Please do not hesitate to contact with us any questions or concerns you might have.

Very truly yours,



David W. Quinto

cc: Neal Harmon

D 14743

## **EXHIBIT C**



We've updated our Services Agreement to make it more consistent and better reflect the new products we've launched, including Connect and Relay.

Live ON
Search

**GENERAL**

- Dashboard
- Customers

**FRANQUISAIRES**

- Payments
- Disputes
- Transfers
- Balance

**MEMBERSHIPS**

- Subscriptions
- Plans
- Coupons

**RELAY**

- Products
- Orders

**INTEGRATIONS**

- Events & webhooks
- Logs

## cus\_7i2iEMFgDMOWBT

**Customer details**

ID: **cus\_7i2iEMFgDMOWBT**

Created: **2016/01/12 17:10**

Email: **[REDACTED]**

Description: **Customer for walter.roy12345@gmail.com**

**Metadata**

[REDACTED]

**Cards**

DEFAULT
X Delete
Edit

Name: **AI Podrasky** Address: **[REDACTED]**

Number: **[REDACTED]** CVC: **Passed**

Fingerprint: **[REDACTED]** CVV check: **Passed**

Expires: **[REDACTED]** Street check: **Passed**

Type: **[REDACTED]** Zip check: **Failed**

**Bank accounts**

[REDACTED]

**Payments**

Amount	Product	Customer	Date	Status
\$20.00 USD	Star Wars: The Phantom M...	Customer for walter.roy123...	2016/01/13 12:52:55	OK
\$20.00 USD	1.1 Winter Is Coming for \$...	Customer for walter.roy123...	2016/01/12 17:50:26	OK
\$20.00 USD	Big Hero 6 for \$ 20.00 [115...	Customer for walter.roy123...	2016/01/12 17:43:08	OK
\$20.00 USD	Frozen (2013) for \$ 20.00 [1...	Customer for walter.roy123...	2016/01/12 17:34:02	OK

[View all payments >](#)

**Active Subscriptions**

[REDACTED]

**Pending invoice items**

[REDACTED]

**Invoices**

[REDACTED]

**Orders**

[REDACTED]

**Discount**

[REDACTED]

**Logs**

Event	Date
200 OK POST /v1/charges	2016/01/13 12:52:55
200 OK POST /v1/charges	2016/01/12 17:50:27
200 OK POST /v1/charges	2016/01/12 17:43:09
200 OK POST /v1/charges	2016/01/12 17:34:03
200 OK POST /v1/customers	2016/01/12 17:10:46

[View all logs >](#)

**Events**

Event	Date
cus_7i2iEMFgDMOWBT was charged \$20.00	2016/01/13 12:52:55
cus_7i2iEMFgDMOWBT was charged \$20.00	2016/01/12 17:50:27
cus_7i2iEMFgDMOWBT was charged \$20.00	2016/01/12 17:43:08
cus_7i2iEMFgDMOWBT was charged \$20.00	2016/01/12 17:34:03
Customer cus_7i2iEMFgDMOWBT added a new Visa ending in 6756	2016/01/12 17:10:46

[View more events >](#)

Delete Customer

- ACCOUNTS
- AUTHENTICATION AND A...
- AUTHTOKEN
- CAMPAIGNS
- CREDITS
- DJANGO O
- INVENTORY
- PAYMENTS
- PYTHON SOCIAL AUTH
- STREAMING
- WORKS
- SUPPORT TOOLS

Transaction Tool  
Transaction Tool

Email

Search

Email: walter.roy12345@gmail.com  
 User id: 5fd68d34-9266-4c26-909b-7d7265817c7b  
 User Join Date: Aug. 6, 2015, 6:08 p.m.  
 Account Balance: \$61.00  
 Purchase Amount: \$-19.00  
 Deposit - Refund Amount: \$80.00  
 Non Refundable Amount: \$0.00  
 Works Owned : 0  
 Purchase Total: 17  
 Sellback Total: 17

New Transaction

Description	Type	Amount	Purchased Amount	Running Amount	Works Owned	Created
1.12 Born Free sold back for \$ 19.00 (Website)	Sellback	19.00		61.00	0	04/25/2016 6:05 PM
1.12 Born Free for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	42.00	1	04/25/2016 6:04 PM
Star Wars: The Force Awakens sold back for \$ 19.00 (Autosellback 24hrs)	Sellback	19.00		62.00	0	04/16/2016 12:30 PM
Star Wars: The Force Awakens for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	43.00	1	04/15/2016 12:26 PM
Star Wars: The Force Awakens sold back for \$ 18.00 (Autosellback 24hrs)	Sellback	18.00		63.00	0	04/06/2016 3:55 PM
Star Wars: The Force Awakens for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-2.00	45.00	1	04/05/2016 3:52 PM
Ant-Man sold back for \$ 19.00 (Autosellback 24hrs)	Sellback	19.00		65.00	0	02/24/2016 5:55 PM
Big Hero 6 sold back for \$ 19.00 (Website)	Sellback	19.00		46.00	1	02/23/2016 5:55 PM
Big Hero 6 for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	27.00	2	02/23/2016 5:55 PM
Big Hero 6 sold back for \$ 19.00 (Website)	Sellback	19.00		47.00	1	02/23/2016 5:55 PM
Big Hero 6 for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	28.00	2	02/23/2016 5:54 PM
Big Hero 6 sold back for \$ 18.00 (Website)	Sellback	18.00		48.00	1	02/23/2016 5:54 PM
Ant-Man for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	30.00	2	02/23/2016 5:52 PM
Big Hero 6 for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-2.00	50.00	1	02/23/2016 5:51 PM
Ant-Man sold back for \$ 19.00 (Autosellback End of Movie)	Sellback	19.00		70.00	0	02/23/2016 2 PM
Ant-Man for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	51.00	1	02/23/2016 1:52 PM
Ant-Man sold back for \$ 19.00 (Autosellback 24hrs)	Sellback	19.00		71.00	0	02/23/2016 11:35 AM
Ant-Man for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	52.00	1	02/22/2016 11:34 AM
Cinderella (2015) sold back for \$ 19.00 (autosellback)	Sellback	19.00		72.00	0	02/02/2016 2:45 PM
Big Hero 6 sold back for \$ 19.00 (autosellback)	Sellback	19.00		53.00	1	02/02/2016 2:30 PM
Cinderella (2015) for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	34.00	2	02/01/2016 2:41 PM
Big Hero 6 for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	54.00	1	02/01/2016 2:28 PM
1.1 Winter Is Coming sold back for \$ 19.00 (autosellback)	Sellback	19.00		74.00	0	01/26/2016 3:25 PM
1.1 Winter Is Coming for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	55.00	1	01/25/2016 3:21 PM
Star Wars: The Phantom Menace sold back for \$ 19.00	Sellback	19.00		75.00	0	01/25/2016 3:16 PM
Star Wars: The Phantom Menace for FREE (\$ 20.00 in credit used)	Purchase	-20.00	-1.00	56.00	1	01/25/2016 3:07 PM
Star Wars: The Phantom Menace sold back for \$ 19.00	Sellback	19.00		76.00	0	01/14/2016 12:55 PM
1.1 Winter Is Coming sold back for \$ 19.00	Sellback	19.00		57.00	1	01/13/2016 5:55 PM
Big Hero 6 sold back for \$ 19.00	Sellback	19.00		38.00	2	01/13/2016 5:45 PM
Frozen (2013) sold back for \$ 19.00	Sellback	19.00		19.00	3	01/13/2016 5:35 PM
Star Wars: The Phantom Menace for \$ 20.00	Purchase	-20.00	-1.00	0.00	4	01/13/2016 12:53 PM
Star Wars: The Phantom Menace for \$ 20.00	Deposit	20.00		20.00	3	01/13/2016 12:53 PM
1.1 Winter Is Coming for \$ 20.00	Purchase	-20.00	-1.00	0.00	3	01/12/2016 5:50 PM
1.1 Winter Is Coming for \$ 20.00	Deposit	20.00		20.00	2	01/12/2016 5:50 PM
Big Hero 6 for \$ 20.00	Purchase	-20.00	-1.00	0.00	2	01/12/2016 5:43 PM
Big Hero 6 for \$ 20.00	Deposit	20.00		20.00	1	01/12/2016 5:43 PM
Frozen (2013) for \$ 20.00	Purchase	-20.00	-1.00	0.00	1	01/12/2016 5:34 PM
Frozen (2013) for \$ 20.00	Deposit	20.00		20.00	0	01/12/2016 5:34 PM

# **EXHIBIT A**

KUPFERSTEIN MANUEL & QUINTO LLP  
11845 W. OLYMPIC BOULEVARD  
SUITE 1000  
LOS ANGELES, CA 90064

PHONE: (424) 248-6650  
FAX: (424) 248-6652

July 23, 2015

Paul T. Cappuccio, Esq.  
General Counsel  
Time Warner Inc.  
One Time Warner Center  
New York, New York

Re: Proposed VidAngel Movie Streaming Service

Dear Mr. Cappuccio:

We are counsel to VidAngel, Inc. We are writing to request Time Warner Inc.'s input concerning VidAngel's proposed streaming service for motion pictures and television programs, specifically to inquire about buying DVD and Blu-ray discs directly from Time Warner Inc.

At the outset, we want to be clear concerning two things. First, the service VidAngel proposes to provide is not intended to compete with existing services that stream content "as-is." Rather, it is designed to allow consumers who might not otherwise purchase a particular DVD or Blu-ray movie or television show, due to personal preferences, to choose what they wish to have "muted or skipped" while the disc is played and streamed to them. These consumers generally want customized ("muted or skipped") playback out of a concern that the DVD or Blu-ray might contain material they feel is inappropriate for their children or that they wish not to view or hear. Second, VidAngel wants to work with content-providers, and eventually purchase its Blu-ray and DVD discs directly from Time Warner Inc., rather than from distributors. VidAngel believes that it can, in essence, partner with content-providers to allow consumers to benefit from the Family Home Movie Act, 17 U.S.C. 110 § (12), while enabling a bigger market reach.

This is how VidAngel's business works:

1. VidAngel lawfully purchases DVD or Blu-ray movies and television shows that it plans to stream.
2. VidAngel's community users review and tag the content to identify over 20 categories of content that a customer might wish to have excluded when

Paul T. Cappuccio, Esq.  
General Counsel  
July 23, 2015  
Page 2

streamed to his or her family, such as profanity, vulgarity, blasphemy, nudity, sex acts, etc.

3. Customers select movies/shows they wish to see, purchase them, and choose which of the 20+ categories they want "muted or skipped" during the streaming. Note that the original content is unchanged; however, the playback experience is customized. Customers can adjust individual tags within the categories. For example, a customer can choose to mute the "F" word or skip a rape scene in a movie while keeping any or all of the other tagged content, thus allowing a customer to feel comfortable permitting younger audiences to watch the movie. Significantly, VidAngel does not make a copy of the altered version of the movie; it customizes the playback to skip or mute particular words or scenes based on each customer's preferences.
4. VidAngel purchases the DVD or Blu-ray disc for the customer and stores it in a physical vault. The purchase of the disc is on a one-to-one disc-to-customer basis prior to streaming its content to any customer. That is to say, there is a physical copy owned by every customer prior to streaming any content to any customer.
5. VidAngel's customers are allowed to have the contents of the discs they own streamed to them as many times as they want, with the types of content they identified muted or skipped. VidAngel does not, however, allow any one customer to have a work streamed to two devices simultaneously, nor does it allow any work to be streamed to any device that the customer has not previously logged into using his or her personal VidAngel account.
6. At a customer's request, VidAngel will ship any physical DVD or Blu-ray the customer owns to him or her or will re-purchase the disc at a discount from the sale price. The amount of the discount is based on the length of time the customer has owned that disc.

VidAngel began a limited beta test of its technology in January 2015 starting with 43 users and has grown the number of beta users to 4,848 users in June. To date, the service has proved very popular among beta users. VidAngel has already legally purchased many thousand Blu-ray and DVD discs to support these customers. Having tested demand for the service, VidAngel now needs to discuss direct purchasing of DVD and Blu-ray content in order to scale its business.

To gauge the interest its service will generate among all parents, as opposed to just the Beta test participants, VidAngel commissioned a consumer survey of randomly

Paul T. Cappuccio, Esq.  
General Counsel  
July 23, 2015  
Page 3

selected parents nationwide which asked whether they would use parental control software that filters swearing and other content they view as inappropriate from movies streamed to their homes. Forty-seven percent of the survey respondents said that they would a) likely or b) very likely use it.

Significantly, VidAngel appears to be largely attracting consumers who would not otherwise watch certain DVD or Blu-ray content, as opposed to taking business away from other companies that purchase Blu-ray and DVD copies of content. Since launching the beta test in January, VidAngel has continuously surveyed its customers to ask whether they would have watched the content they selected had VidAngel not provided for their ability to mute or skip material they found offensive or did not wish to see or hear. The survey found that 77 percent of viewers would not have purchased that content had the ability to skip or mute certain language or content not been offered. If its business is successful, VidAngel's service will help grow the industry and will likely result in a substantial net increase in the total sales of DVD and Blu-ray discs.

~~You may access VidAngel's services at [www.VidAngel.com](http://www.VidAngel.com). If you have any~~  
questions concerning VidAngel's technology or business model, please feel free to ask. If you disagree with VidAngel's belief that its technology fully complies with the Copyright Act or otherwise does not adequately protect the rights of copyright owners, please let us know. VidAngel wants to take the concerns of content owners into consideration and address them to the extent it can. VidAngel hopes that it will be viewed as a partner to content providers, substantially increasing legal sales of DVDs and Blu-ray copies of content. Finally, VidAngel would appreciate knowing the volumes required to buy DVD and Blu-Ray discs directly from Time Warner Inc.

Please do not hesitate to contact with us any questions or concerns you might have.

Very truly yours,



David W. Quinto

cc: Neal Harmon

KUPFERSTEIN MANUEL & QUINTO LLP

11848 W. OLYMPIC BOULEVARD

SUITE 1000

LOS ANGELES, CA 90064

PHONE: (424) 248-6650  
FAX: (424) 248-6652

July 23, 2015

Gerson A. Zweifach, Esq.  
General Counsel, 20<sup>th</sup> Century Fox  
Williams & Connolly LLP  
725 Twelfth Street, N.W.  
Washington, D.C. 20005

Re: Proposed VidAngel Movie Streaming Service

Dear Mr. Zweifach:

We are counsel to VidAngel, Inc. We are writing to request 20<sup>th</sup> Century Fox's input concerning VidAngel's proposed streaming service for motion pictures and television programs, specifically to inquire about buying DVD and Blu-ray discs directly from 20<sup>th</sup> Century-Fox.

At the outset, we want to be clear concerning two things. First, the service VidAngel proposes to provide is not intended to compete with existing services that stream content "as-is." Rather, it is designed to allow consumers who might not otherwise purchase a particular DVD or Blu-ray movie or television show, due to personal preferences, to choose what they wish to have "muted or skipped" while the disc is played and streamed to them. These consumers generally want customized ("muted or skipped") playback out of a concern that the DVD or Blu-ray might contain material they feel is inappropriate for their children or that they wish not to view or hear. Second, VidAngel wants to work with content-providers, and eventually purchase its Blu-ray and DVD discs directly from 20<sup>th</sup> Century Fox, rather than from distributors. VidAngel believes that it can, in essence, partner with content-providers to allow consumers to benefit from the Family Home Movie Act, 17 U.S.C. 110 § (12), while enabling a bigger market reach.

This is how VidAngel's business works:

1. VidAngel lawfully purchases DVD or Blu-ray movies and television shows that it plans to stream.
2. VidAngel's community users review and tag the content to identify over 20 categories of content that a customer might wish to have excluded when

Gerson A. Zweifach, Esq.  
General Counsel  
July 23, 2015  
Page 2

streamed to his or her family, such as profanity, vulgarity, blasphemy, nudity, sex acts, etc.

3. Customers select movies/shows they wish to see, purchase them, and choose which of the 20+ categories they want "muted or skipped" during the streaming. Note that the original content is unchanged; however, the playback experience is customized. Customers can adjust individual tags within the categories. For example, a customer can choose to mute the "F" word or skip a rape scene in a movie while keeping any or all of the other tagged content, thus allowing a customer to feel comfortable permitting younger audiences to watch the movie. Significantly, VidAngel does not make a copy of the altered version of the movie; it customizes the playback to skip or mute particular words or scenes based on each customer's preferences.
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Gerson A. Zweifach, Esq.  
General Counsel  
July 23, 2015  
Page 3

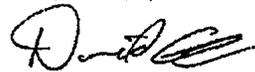
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Significantly, VidAngel appears to be largely attracting consumers who would not otherwise watch certain DVD or Blu-ray content, as opposed to taking business away from other companies that purchase Blu-ray and DVD copies of content. Since launching the beta test in January, VidAngel has continuously surveyed its customers to ask whether they would have watched the content they selected had VidAngel not provided for their ability to mute or skip material they found offensive or did not wish to see or hear. The survey found that 77 percent of viewers would not have purchased that content had the ability to skip or mute certain language or content not been offered. If its business is successful, VidAngel's service will help grow the industry and will likely result in a substantial net increase in the total sales of DVD and Blu-ray discs.

You may access VidAngel's services at [www.VidAngel.com](http://www.VidAngel.com). If you have any questions concerning VidAngel's technology or business model, please feel free to ask. If you disagree with VidAngel's belief that its technology fully complies with the Copyright Act or otherwise does not adequately protect the rights of copyright owners, please let us know. VidAngel wants to take the concerns of content owners into consideration and address them to the extent it can. VidAngel hopes that it will be viewed as a partner to content providers, substantially increasing legal sales of DVDs and Blu-ray copies of content. Finally, VidAngel would appreciate knowing the volumes required to buy DVD and Blu-Ray discs directly from 20<sup>th</sup> Century Fox.

Please do not hesitate to contact with us any questions or concerns you might have.

Very truly yours,



David W. Quinto

cc: Neal Harmon

KUPFERSTEIN MANUEL & QUINTO LLP  
11845 W. OLYMPIC BOULEVARD  
SUITE 1000  
LOS ANGELES, CA 90064

PHONE: (424) 248-6650  
FAX: (424) 248-6652

July 23, 2015

Alan Braverman, Esq.  
General Counsel  
The Walt Disney Company  
500 S. Buena Vista Street  
Burbank, CA

Re: Proposed VidAngel Movie Streaming Service

Dear Mr. Braverman:

We are counsel to VidAngel, Inc. We are writing to request The Walt Disney Company's input concerning VidAngel's proposed streaming service for motion pictures and television programs, specifically to inquire about buying DVD and Blu-ray discs directly from The Walt Disney Company.

At the outset, we want to be clear concerning two things. First, the service VidAngel proposes to provide is not intended to compete with existing services that stream content "as-is." Rather, it is designed to allow consumers who might not otherwise purchase a particular DVD or Blu-ray movie or television show, due to personal preferences, to choose what they wish to have "muted or skipped" while the disc is played and streamed to them. These consumers generally want customized ("muted or skipped") playback out of a concern that the DVD or Blu-ray might contain material they feel is inappropriate for their children or that they wish not to view or hear. Second, VidAngel wants to work with content-providers, and eventually purchase its Blu-ray and DVD discs directly from The Walt Disney Company, rather than from distributors. VidAngel believes that it can, in essence, partner with content-providers to allow consumers to benefit from the Family Home Movie Act, 17 U.S.C. 110 § (12), while enabling a bigger market reach.

This is how VidAngel's business works:

1. VidAngel lawfully purchases DVD or Blu-ray movies and television shows that it plans to stream.
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Alan Braverman, Esq.  
General Counsel  
July 23, 2015  
Page 2

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To gauge the interest its service will generate among all parents, as opposed to just the Beta test participants, VidAngel commissioned a consumer survey of randomly

Alan Braverman, Esq.  
General Counsel  
July 23, 2015  
Page 3

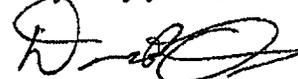
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You may access VidAngel's services at [www.VidAngel.com](http://www.VidAngel.com). If you have any questions concerning VidAngel's technology or business model, please feel free to ask. If you disagree with VidAngel's belief that its technology fully complies with the Copyright Act or otherwise does not adequately protect the rights of copyright owners, please let us know. VidAngel wants to take the concerns of content owners into consideration and address them to the extent it can. VidAngel hopes that it will be viewed as a partner to content providers, substantially increasing legal sales of DVDs and Blu-ray copies of content. Finally, VidAngel would appreciate knowing the volumes required to buy DVD and Blu-Ray discs directly from The Walt Disney Company.

Please do not hesitate to contact with us any questions or concerns you might have.

Very truly yours,



David W. Quinto

cc: Neal Harmon

# **EXHIBIT B**



Suite 2400  
865 South Figueroa Street  
Los Angeles, CA 90017-2566

David W. Quinto  
213.633.6845 tel  
213.633.6899 fax

davidquinto@dwt.com

August 21, 2015

VIA U.S. MAIL

Paul T. Cappuccio, Esq.  
General Counsel  
Time Warner Inc.  
One Time Warner Center  
New York, New York 10019

Re: Proposed VidAngel Movie Streaming Service

Dear Mr. Cappuccio:

I am writing to follow up on my July 23, 2015 letter to you, a copy of which is enclosed for your reference. Because I have not received any response, I want to make sure you received it. I also want to let you know that since I wrote, I have changed my law firm affiliation. I am now at Davis Wright Tremaine LLP, 865 S. Figueroa St., Suite 2400, Los Angeles, CA 90017-2566. My new e-mail address is davidquinto@dwt.com and my new office telephone number is (213) 633-6845. Please feel free to contact me with any questions or concerns you have concerning VidAngel's proposed movie streaming service.

Very truly yours,

David W. Quinto  
Davis Wright Tremaine LLP

cc: Neal Harmon

Enclosure

DWT 27688449v1 0105132-000001

Anchorage  
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Los Angeles

New York  
Portland  
San Francisco

Seattle  
Shanghai  
Washington, D.C.

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www.dwt.com



Suite 2400  
865 South Figueroa Street  
Los Angeles, CA 90017-2566

David W. Quinto  
213.633.6845 tel  
213.633.6899 fax

davidquinto@dwt.com

August 21, 2015

VIA U.S. MAIL

Gerson A. Zweifach, Esq.  
General Counsel, 20th Century Fox  
William & Connolly LLP  
725 Twelfth Street, N.W.  
Washington, D.C. 20005

Re: Proposed VidAngel Movie Streaming Service

Dear Mr. Zweifach:

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Very truly yours,

A handwritten signature in black ink that reads "David W. Quinto" followed by a stylized flourish.

David W. Quinto  
Davis Wright Tremaine LLP

cc: Neal Harmon

Enclosure

DWT 27688395v1 0105132-000001

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Seattle  
Shanghai  
Washington, D.C.

100% ♻️

www.dwt.com



Suite 2400  
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Los Angeles, CA 90017-2566

**David W. Quinto**  
213.633.6845 tel  
213.633.6899 fax

davidquinto@dwt.com

August 21, 2015

VIA U.S. MAIL

Alan Braverman, Esq.  
General Counsel  
The Walt Disney Company  
500 South Buena Vista Street  
Burbank, California 91521

Re: Proposed VidAngel Movie Streaming Service

Dear Mr. Braverman:

I am writing to follow up on my July 23, 2015 letter to you, a copy of which is enclosed for your reference. Because I have not received any response, I want to make sure you received it. I also want to let you know that since I wrote, I have changed my law firm affiliation. I am now at Davis Wright Tremaine LLP, 865 S. Figueroa St., Suite 2400, Los Angeles, CA 90017-2566. My new e-mail address is davidquinto@dwt.com and my new office telephone number is (213) 633-6845. Please feel free to contact me with any questions or concerns you have concerning VidAngel's proposed movie streaming service.

Very truly yours,

A handwritten signature in black ink that reads "David W. Quinto" with a stylized flourish at the end.

David W. Quinto  
Davis Wright Tremaine LLP

cc: Neal Harmon

Enclosure

DWT 27688203v1 0105132-000001

Anchorage  
Bellevue  
Los Angeles

New York  
Portland  
San Francisco

Seattle  
Shanghai  
Washington, D.C.

100% ♻️

www.dwt.com

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 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**

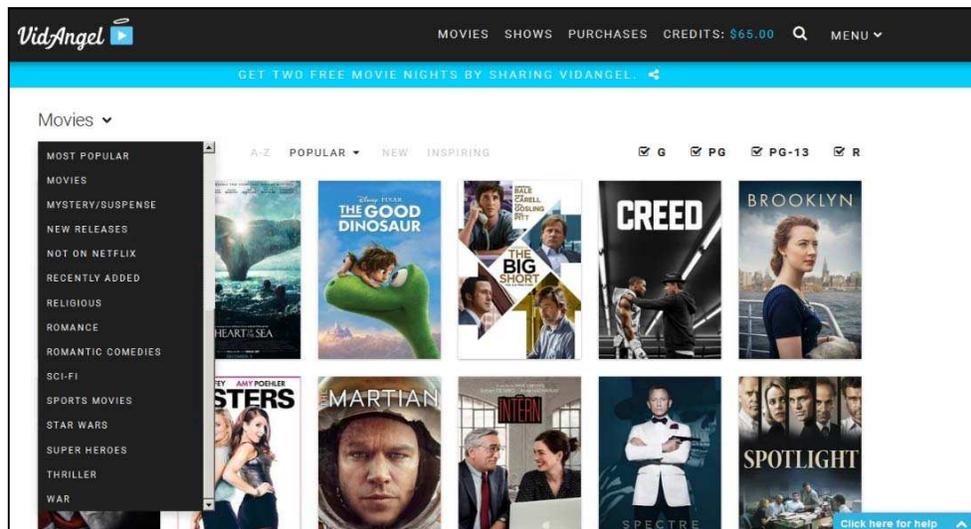
**DEMAND FOR JURY TRIAL**

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).

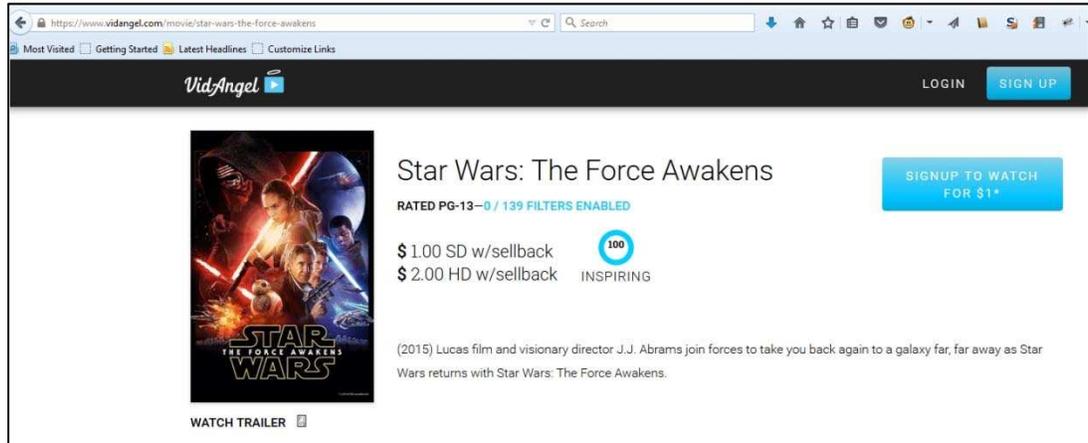
4 3. But there is a fundamental difference between VidAngel and licensed  
5 VOD services: VidAngel does not have permission to copy Plaintiffs' movies and  
6 television shows or to stream them to VidAngel's users. Instead, VidAngel appears  
7 to circumvent the technological protection measures on 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:

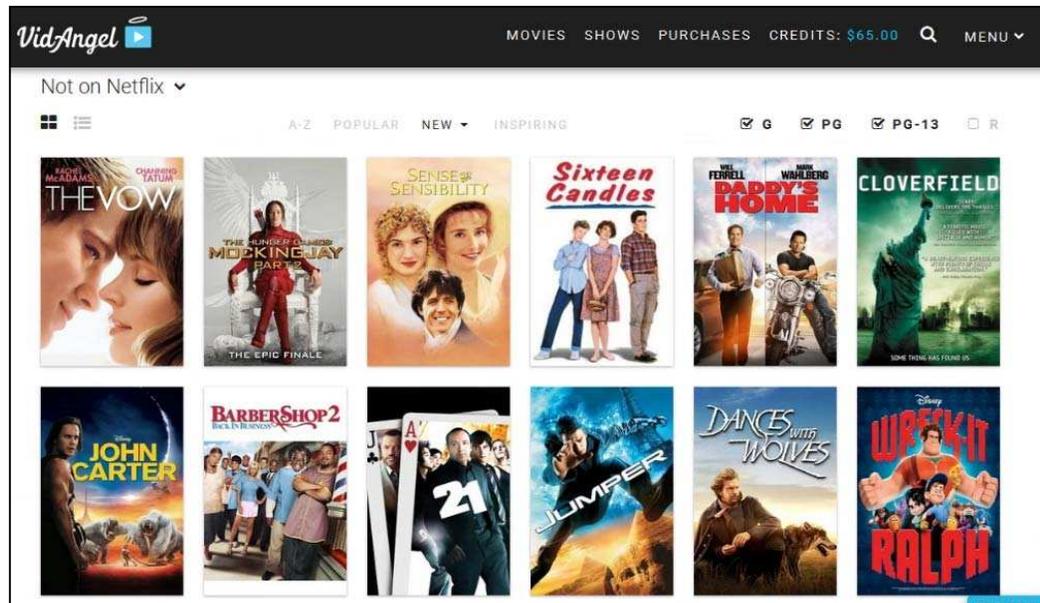


26 5. Second, because VidAngel absolves itself of having to abide by  
27 contractual restrictions, VidAngel offers content that is not available on licensed  
28 VOD services. For example, VidAngel makes many newly released titles available

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:



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”:



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**

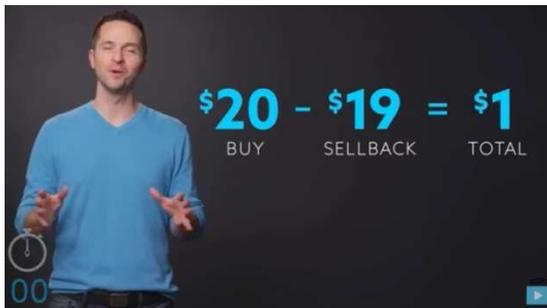
25 38. VidAngel offers two fictions to justify its unlicensed VOD service.  
26 Both are meritless.

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:



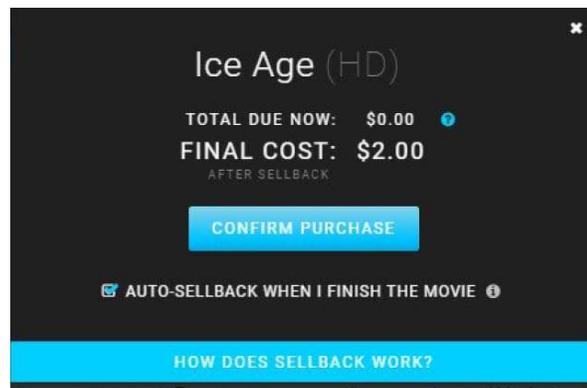
In 15 seconds, here's how VidAngel lets you watch movies for one dollar. You buy a movie for 20 dollars. Don't worry, it ends up being one dollar. Since you own the movie, you can legally set your filters. Now watch your movie. Then, with the click of a button, sell it back to us for 19 dollars of credit. 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](http://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:



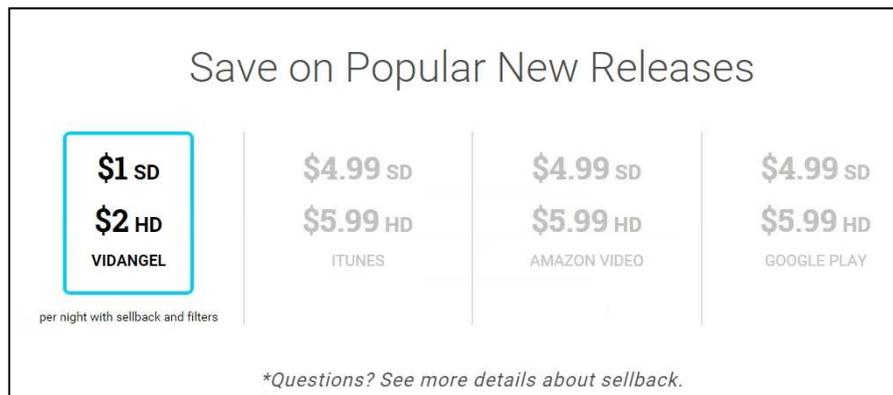
12 47. VidAngel did not always offer its filtering service through its current  
 13 infringing model. VidAngel originally distributed an internet web browser “plug-in”  
 14 that muted and skipped content as it was streamed from other services—notably,  
 15 Google Play, which is authorized to provide 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**

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**Plaintiff**

**Lucasfilm Ltd LLC**

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

**Rose Leda Ehler**  
(See above for address)  
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**Kelly M Klaus**  
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**Plaintiff**

**Twentieth Century Fox Film Corporation**

represented by **Allyson Bennett**  
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**Glenn D Pomerantz**  
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**Rose Leda Ehler**  
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**Kelly M Klaus**  
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**Plaintiff**

**Warner Bros Entertainment Inc**

represented by **Allyson Bennett**  
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*ATTORNEY TO BE NOTICED*

**Glenn D Pomerantz**  
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**Rose Leda Ehler**  
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**Kelly M Klaus**  
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**Movant**

**John Hostettler**

*TERMINATED: 11/10/2016*

represented by **William A Delgado**

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**Movant**

**Spencer Bachus**

*TERMINATED: 11/10/2016*

represented by **William A Delgado**

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V.

**Defendant**

**VidAngel Inc.**

represented by **Brian T Grace**

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

represented by **Brian T Grace**  
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*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**David W Quinto**  
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*LEAD ATTORNEY*  
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**Donald R Pepperman**  
(See above for address)  
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**Maxwell M Blecher**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Ryan G Baker**  
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*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Scott Matthew Malzahn**

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*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Taylor Chase-Wagniere**  
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**Brendan Stephen Maher**  
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**Daniel L Geysler**  
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*ATTORNEY TO BE NOTICED*

**Elizabeth Rogers Brannen**  
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*ATTORNEY TO BE NOTICED*

**Peter K Stris**  
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**Jaime W Marquart**  
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*ATTORNEY TO BE NOTICED*

V.

**Counter Defendant**

**Disney Enterprises, Inc.**

represented by **Allyson Bennett**  
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*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**  
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*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
(See above for address)  
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**Counter Defendant**

**Twentieth Century Fox Film Corporation**

represented by **Allyson Bennett**  
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*ATTORNEY TO BE NOTICED*

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

**Rose Leda Ehler**  
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*ATTORNEY TO BE NOTICED*

**Kelly M Klaus**  
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**Counter Defendant**

**Warner Bros Entertainment Inc**

represented by **Allyson Bennett**  
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**Glenn D Pomerantz**  
(See above for address)  
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**Rose Leda Ehler**  
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**Kelly M Klaus**  
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**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

		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 Support Declaration, <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)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
12/29/2016 20:22:45			
<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: 12/29/2016
<b>Billable Pages:</b>	26	<b>Cost:</b>	2.60