

EXHIBIT 10

# Sample: AMBROSE VIDEO 2.0

**Ambrose Video 2.0**

**A History of Black Achievement in America**

This special eight-part series documents Black Achievement in American History, its defining role in the growth of the country, and its influence on current events.

Presented by James Avery, the series highlights the many contributions of Black Americans that have influenced the culture, enriched our society with their achievements, and shaped the history of the United States. Its tale of the trials and tribulations of American history. It is the story of Black Achievement and the struggle for freedom. Against all odds, American blacks have built their own institutions, churches, schools, churches and businesses. Against all odds, American blacks have created great art and science. From the invention of the African drum to the invention of jazz, black men and women have worked tirelessly to gain their own freedom and equality. The untold story of blacks in America is a 350-year saga of incredible achievements. This is that story.

**BLACK ACHIEVEMENT**

**8 PART SERIES**

Program #	Program Title	Streaming	Download	Custom Download	Duplication
1	Part 1: The Beginning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Part 2: The Middle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Part 3: The End	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Part 4: The Future	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Part 5: The Present	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Part 6: The Past	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Part 7: The Future	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Part 8: The Present	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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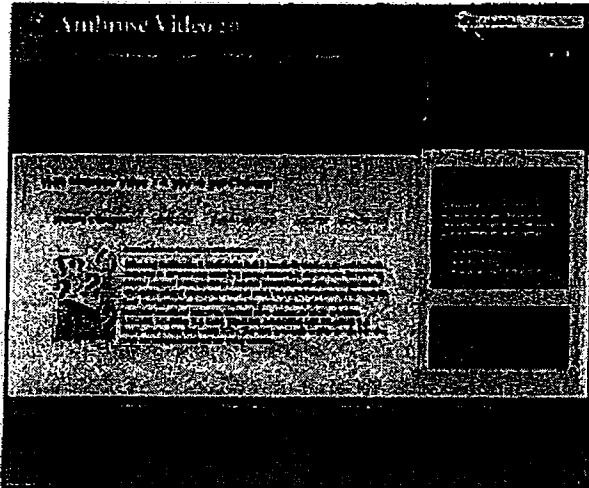
**CT, DC, DE  
FL, IL, IN, MA  
MD, ME, MI, MN  
NH, NJ, NY, OH, PA  
RI, VA, VT, WI, WV**

**Linda Hellman**  
lhellman@ambrosevideo.com  
(888) 802-6715

**AL, AK, AR, AZ  
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NM, ND, NE, NV  
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**Elnor Barron**  
elnorbarron@ambrosevideo.com  
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## AMBROSE VIDEO 2.0



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### **AFFORDABILITY**

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### **CLOSED CAPTIONING**

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### **DIGITAL RIGHTS MANAGEMENT**

Flexible DRM system gives the user the greatest opportunity to utilize and protect these valuable resources and to track their success.

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### **CORRELATIONS**

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### **BANDWIDTH**

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### **HD**

A High Definition offering for monitors with up to 1080p capacities.

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IP and Proxy Server access for Institutions is explained here

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**EXHIBIT 11**

# Haivision

NETWORK VIDEO

## Furnace™ v5.8

### Administration Guide

VF-SYS5-AG01-058  
Issue 01



Intelligent IP Video

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# CHAPTER 1: Product Overview

Haivision's Furnace™ is a complete end-to-end IP video solution that delivers live and pre-recorded video programming over IP to LCD displays or desktops in hospitals, schools, enterprises, military applications, and live venues. The Furnace provides a secure, easy-to-use, and simple-to-deploy system for encoding and distributing live video to computers and set top boxes, for creating scheduled playback channels for television and signage, and for recording content with real-time metadata and delivering intelligent video-on-demand.

The Furnace viewing experience provides access to live, recorded, and on-demand content – for the desktop through the “zero footprint” InStream™ player, and to fixed monitors and displays through the Stingray™ set top box. With fine-grain administrative control of all players and displays, the Furnace is the ideal system for managing and distributing enterprise video securely, for establishing HD signage throughout a facility, for providing on-demand material, and for capturing, organizing, and reviewing events.

This overview summarizes some key Furnace features and provides links to relevant sections in this guide.

## Reliable and Secure

The Furnace delivers reliable and secure video programming to desktops and set top boxes. With AES encrypted streams originating directly from Haivision's Makito and Barracuda encoders, both unicast and multicast IP video traffic adheres to the most stringent data and system security requirements. The Furnace can also be licensed with the VF Conditional Access module which supports both stand-alone and enterprise integrated user authentication and access privilege control.

See [“Using Conditional Access for User Authentication”](#) on page 41.

## “Zero-Footprint” InStream Player

InStream is a platform independent soft player delivered “on demand” to the desktop through simple web links. InStream supports all Mac, Windows, Linux, and Sun Solaris 5 systems that remain supported by their respective manufacturers. Whether delivered to the desktop as needed or to Stingray set top boxes on power-up, InStream require no software installation, software upgrades, or maintenance! It is secure, easy-to-use, and allows for very controlled player distribution and a harmonious user experience across the enterprise.

See [“The End-User Experience”](#) on page 61.

## Capture, Create, Schedule

The Furnace offers powerful tools for recording, editing, bookmarking (HotMarks™), and publishing live, scheduled, and on-demand video assets.

For VF NVR (recording, including HotMarks), see [“VF NVR - Recording Broadcast Events”](#) on page 101.

For VF Editor, see [“VF Editor - Digitizing and Managing Assets”](#) on page 128, and for VF Now (publishing), see [“Managing Video on Demand”](#) on page 146.

## Record with Real-Time Metadata

Furnace’s Network Video Recorder (VF NVR) allows users to contribute content in the Furnace and add metadata (HotMarks) in real-time. The VF NVR virtual recorders can be controlled through the graphic user interface or from third party devices as integrated with the Furnace application programming interface (API). HotMarks allow users to go directly to specific points of interest during video-on-demand sessions.

See [“VF NVR - Recording Broadcast Events”](#) on page 101.

## Command and Control with Reporting

Whether on the desktop, or as provisioned to Stingray set top boxes, InStream always maintains strict communication with the Furnace Portal Server. Through the VF Command and Control module, administrators have fine-grained control over each and every player attached to the system. Commands such as channel changes, player size, volume, and even direct user messaging through scrolls or pop-up windows can be applied immediately, at any point in the future, or on schedule over a 30 year period. This client/server relationship also allows administrators to report on user activity and actions at an incredibly minute level.

See [“VF Reports - Accessing Usage Statistics”](#) on page 191.



**EXHIBIT 12**

# Haivision

NETWORK VIDEO

## Furnace™ v5.8

### Administration Guide

VF-SYS5-AG01-058  
Issue 01



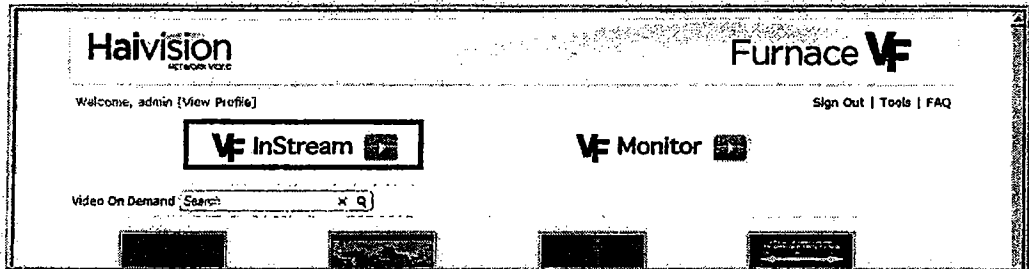
Intelligent IP Video

## Watching TV - Launching the InStream Player



### VF InStream

Clicking the InStream link on the launch portal starts the process of delivering the InStream player to the requesting host computer.



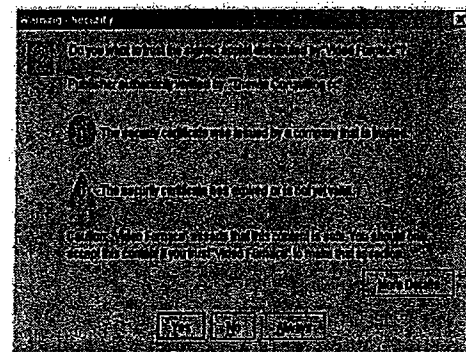
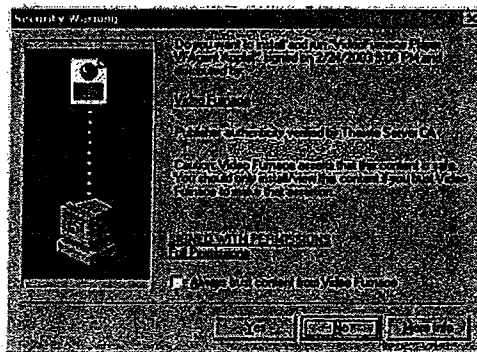
Administrators can also click the InStream tune-in button from the Furnace tools portal to launch the InStream player.



**TIP** For information on launching and running the InStream player, click the FAQ link on the launch portal.

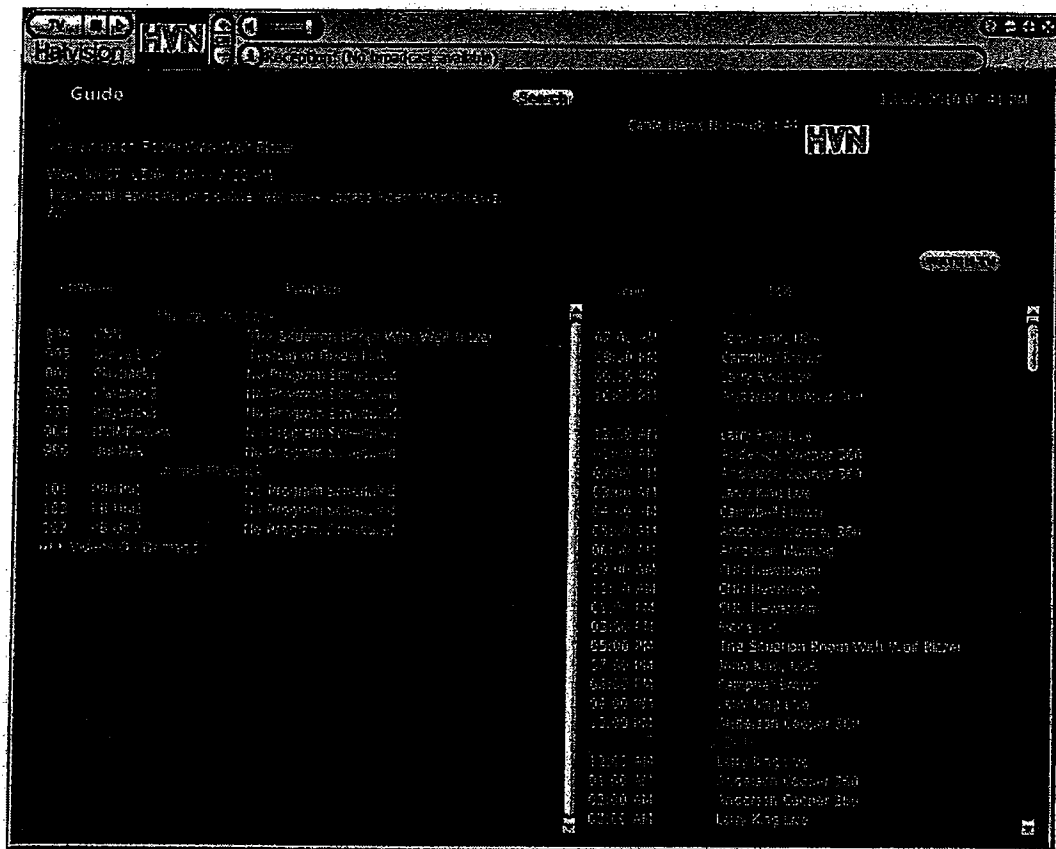
Furnace uses a Java applet to identify your operating system and ask permission to load the player to your computer's memory. The system is completely non-cached. When you request the player, a Java certificate prompt may appear.

The following images show examples of the Microsoft and Sun Java certificate prompts.



Click Yes to grant permission for the application to run. In seconds, InStream launches and shows the live video feed on your computer.

In the following example, InStream initially launches in the OnGuide™ mode. This mode allows you to see all the channels in your channel lineup with a thumbnail video of the currently tuned channel. You can also switch to TV mode for a full-screen view of the currently tuned channel.



**TIP** The system can be configured to launch InStream in many different modes including TV mode rather than OnGuide mode. This site-wide configuration can be changed by assigning command line arguments to specify launch preferences for InStream and VF Monitor from the VF Admin module (Group Permissions). For more information, see [“Using Command Line Arguments to Manage Launch Preferences”](#) on page 35.



**NOTE** If you are having trouble tuning into a stream with InStream, please keep in mind that factors other than the VF server may need to be inspected. To confirm that the VF encoders are correctly providing a stream, please review the VF Pilot documentation (["VF Pilot - Managing Live Video Encoders"](#) on page 78) for viewing the encoder stream directly from the VF encoders.

Once you have confirmed that the VF system is correctly operating and generating a multicast stream, please check with network and IT personnel to confirm that the network is correctly configured for multicast traffic at your location.

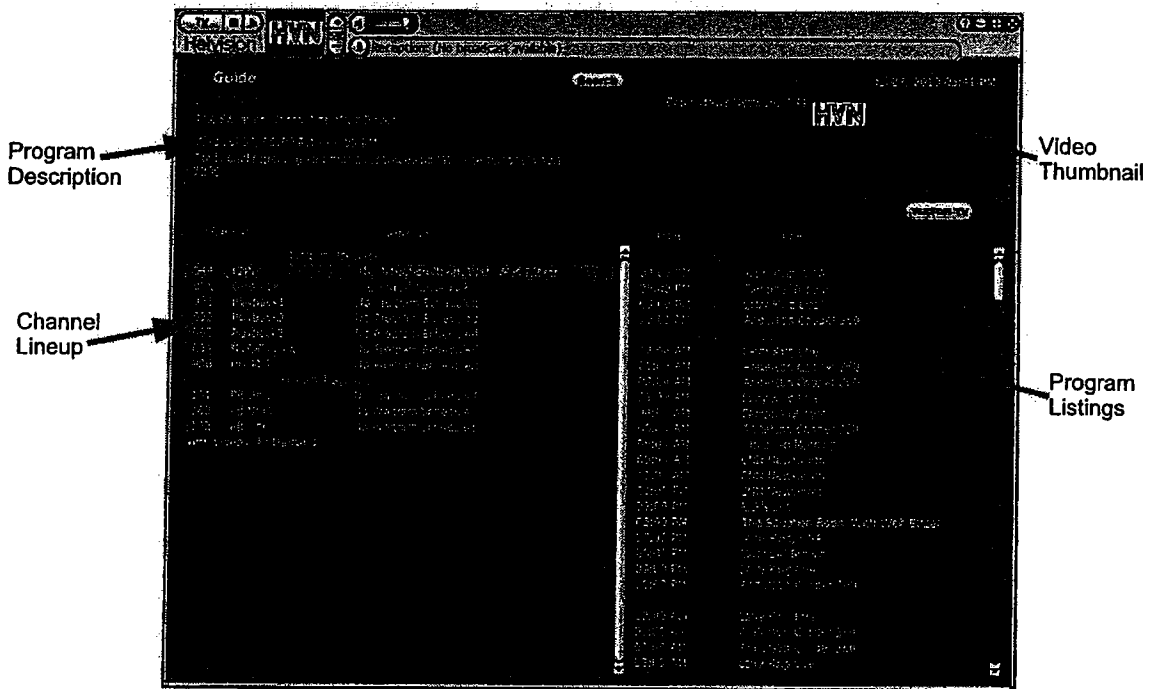
Personal firewalls and security software may also prevent a system from tuning into the multicast stream. Please consult Haivision support engineering for more information.

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## InStream - OnGuide Electronic Program Guide

The OnGuide™ view provides a channel lineup, with up to two weeks of program listings and program descriptions.

- The Program Description panel shows detailed information about the current program and includes the channel icon for the channel on which that program is showing.
- The Channel Lineup panel displays a list of channels by number and name as well as the current program scheduled on the channel.
- The Program Listings panel displays the list of shows scheduled for the selected (cursor) channel for the next two weeks.
- The video thumbnail shows the video for the currently tuned channel.



From the OnGuide View, you can:

- Review program information for a channel other than the tuned channel by moving the cursor to that channel in the Channel Lineup (single-click the channel or use the arrow keys).
- Press the TAB key to move the cursor between the Channel Lineup panel and the Program Listings panel, or single-click the mouse over either panel to move the cursor there.
- Use the keyboard UP/DOWN keys, or click and drag the scroll bar in the panel, or use the mouse scroll wheel to move the list up or down in the panel. As the cursor moves over a new program in the program list, the program description panel displays the details for the program under the cursor.

- Type text in the Search field to display programs that contain the search text in the program title or description.
- Double-click a channel name to tune to that channel and display its video as the video thumbnail.
- Double-click the video thumbnail, click the TV button, or click the WATCH TV button to transition InStream to TV mode. (See the following section [“InStream - TV Mode”](#).)
- Right-click anywhere in the InStream window (Mac OS X users: Right-click or press CTRL+ left-click) to open the player options menu. (See the following section [“InStream - TV Mode”](#).)

To switch to OnGuide mode when InStream is in TV mode, you can either:

- Double-click the video,
- Click the OnGuide button,
- Right-click and select OnGuide from the options menu, or
- Press CTRL+G on the keyboard (CMD+G for Mac OS X). [Press CTRL+G (CMD+G) again to return to the video player window.]



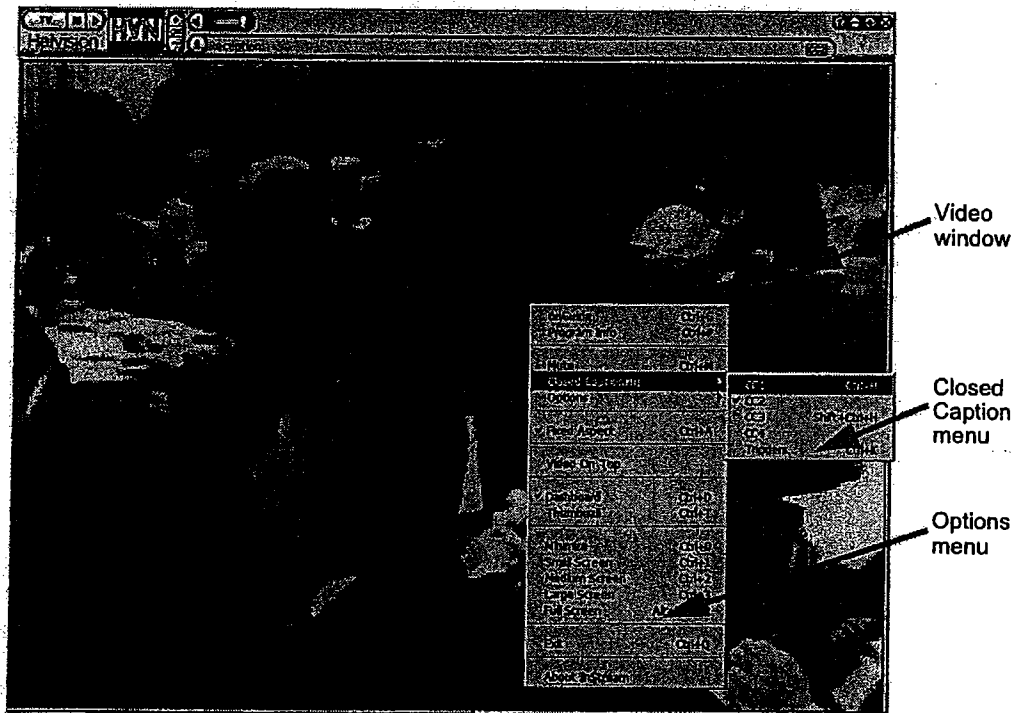
**NOTE** You can move the InStream player application around by “grabbing” the application while holding down the left mouse button. This makes moving the application on the desktop much easier than just grabbing the menu bar. This is also true for TV mode. You can grab anywhere in the video (while holding down the left mouse button) and move the player freely around the desktop.

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## InStream - TV Mode

TV mode provides a full-screen view of the currently tuned channel, with numerous controls over the viewing experience. For example, controls for changing the volume and channel are available on the dashboard (along the top of the window).

Right-clicking the video window opens a menu that displays player options (shown below). Keyboard shortcuts for the various controls are listed at the right of the menu options. For the complete list of keyboard shortcuts, refer to [Appendix A: "Menus and Keyboard Shortcuts"](#).



**TIP:** You can adjust picture contrast and brightness for your player using the function keys:

- F1/F2 to adjust brightness up/down
- F3/F4 to adjust contrast up/down
- F5 to reset the picture settings

When you are finished viewing the video, just click the X button in the upper right corner and InStream removes itself from memory. No data is ever left behind on the user's hard drive.



**NOTE** InStream also includes hardware acceleration for playback on select NVIDIA PC video cards. Press and hold CTRL+Y to turn on this feature (if supported by your NVIDIA PC video card).



## Using Triggers to Monitor Closed Captioning Streams

When viewing a video that includes a Closed Captioning stream, you can define keywords or *triggers* to monitor the Closed Captioning stream. You can also specify alert action(s) that keyword occurrences will trigger, such as unmuting the audio, bringing the player window in front, or beeping. Using triggers allows you to keep the video player minimized on a channel and be alerted if/when the keyword occurs in the Closed Captioning stream.

From the Closed Captioning Trigger dialog box (shown below), you can create a list of triggers that can be individually activated/de-activated or deleted. Your list of triggers is automatically saved for the next time you open the player.

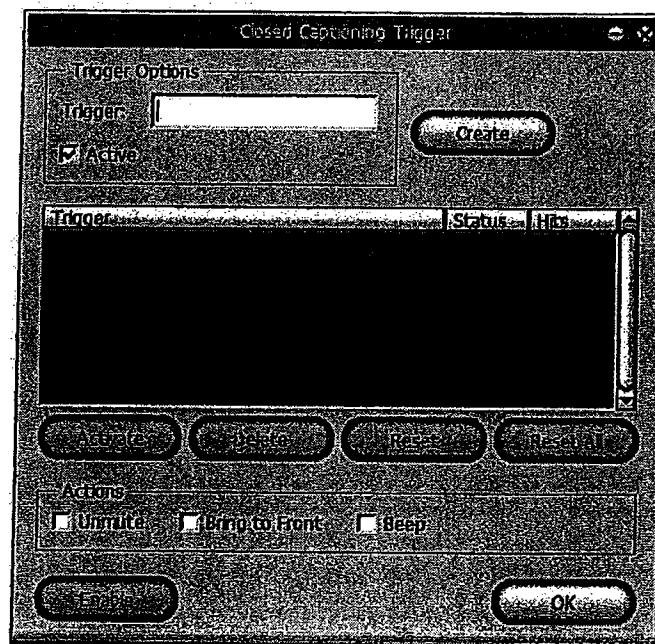
InStream also tracks and displays the number of “hits” or occurrences of each keyword in the Closed Captioning stream. You can reset the hit count for individual triggers as well as reset the count of all triggers.

To define a Closed Captioning trigger:

1. Right-click anywhere in the InStream window to open the player options menu, and select Closed Captioning > Triggers.

Or you can press CTRL+K (CMD+K for Mac OS X). (For the complete list of keyboard shortcuts, refer to [Appendix A: “Menus and Keyboard Shortcuts”](#).)

The Closed Captioning Trigger dialog box opens.



2. To select the new trigger status, check or uncheck the Active checkbox.
3. Type a keyword or phrase in the Trigger field and click Create. (Note that trigger text is case-insensitive.)



**TIP** To monitor a phrase, enclose it in "quotation marks". Otherwise, InStream looks for each keyword separately (as if you typed "OR" between alternate keywords).

4. Repeat **Step #3** for each new trigger to add to the list.
5. Check the alert action(s) to be triggered when "hits" occur:
  - Unmute the audio
  - Bring the player window to the Front (when previously behind)
  - Beep

This setting applies to all triggers. You can select any, all, or no actions.

6. Click **Enable** to begin monitoring the Closed Captioning stream. (Note that one trigger must be active before you can enable triggers.)

InStream will display the number of hits for each trigger as it monitors the Closed Captioning stream.



7. To change a trigger's status, select the trigger in the list and click **Activate** or **Deactivate**.
8. To delete the selected trigger, click **Delete**.
9. To reset the Hits tally to 0 for the selected trigger, click **Reset**. To reset the Hits tally for all triggers, click **Reset All**.

10. To return to the InStream window, click OK or the X button in the upper right corner.

InStream will continue to monitor the Closed Captioning stream as long as triggers are enabled.

**EXHIBIT 13**

# Haivision

NETWORK VIDEO

Furnace™ v5.8  
Administration Guide

VF-SYS5-AG01-058  
Issue 01



Intelligent IP Video

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# CHAPTER 5: Editing and Managing Assets

This chapter describes the VF Editor utility available to system administrators to digitize and manage assets for scheduled channels or for on-demand viewing (VF Now).

VF Editor allows administrators to record content from either Live Furnaces or portable encoders. VF Editor also provides basic editing and metadata tools as well as the ability to import third party MPEG assets.

## Topics In This Chapter

<u>VF Editor - Digitizing and Managing Assets</u> .....	128
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## VF Editor - Digitizing and Managing Assets



### VF Editor

VF Editor is the asset creation and editing application for the Furnace tools. VF Editor provides features such as the ability to digitize analog assets while adding user metadata (i.e., information about the asset), or to edit an existing asset and post it to the master digital asset library. It also includes a real-time video “clipper” feature for cleaning up the front and back of video assets or clipping a portion of video from a larger asset and making a new asset.

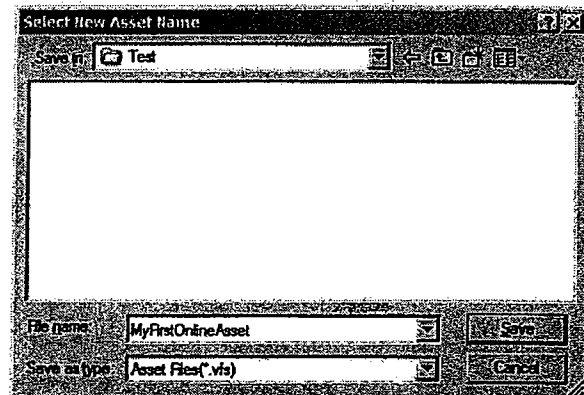
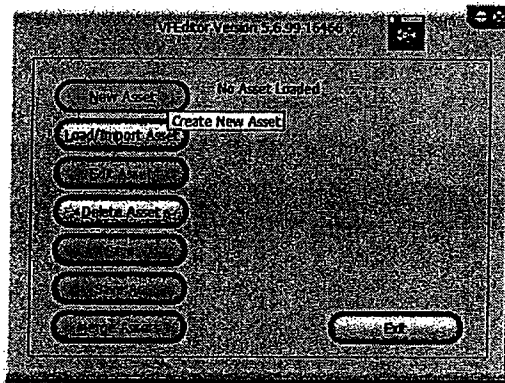
### Creating Off-line Assets (Digitizing Assets)

This example walks through a simple three-step approach to digitizing and publishing an asset that can be scheduled on a “Scheduled” playback channel for multicast broadcasting and/or available for on-demand viewing (VF Now).

Note: The encode station may also be an evaluation server provided by Haivision.

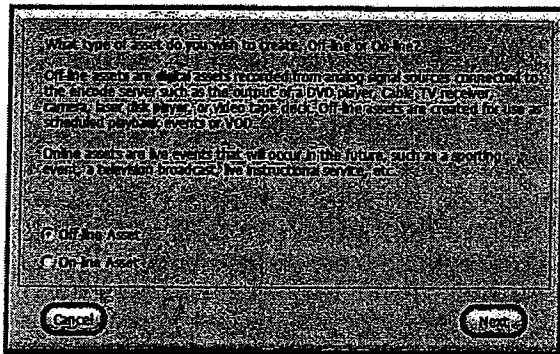
Step 1. Connect your video and audio source to the encode station:

1. On the Tools page, click the VF Editor icon under the Asset Management section.
2. On the VF Editor dialog box (shown below left), click New Asset.



3. In the Select New Asset Name dialog box (shown above right), type in a filename for the asset and click Save.

4. On the Asset Type dialog box, check **Off-line Asset** (meaning it is stored off-line) and click Next.



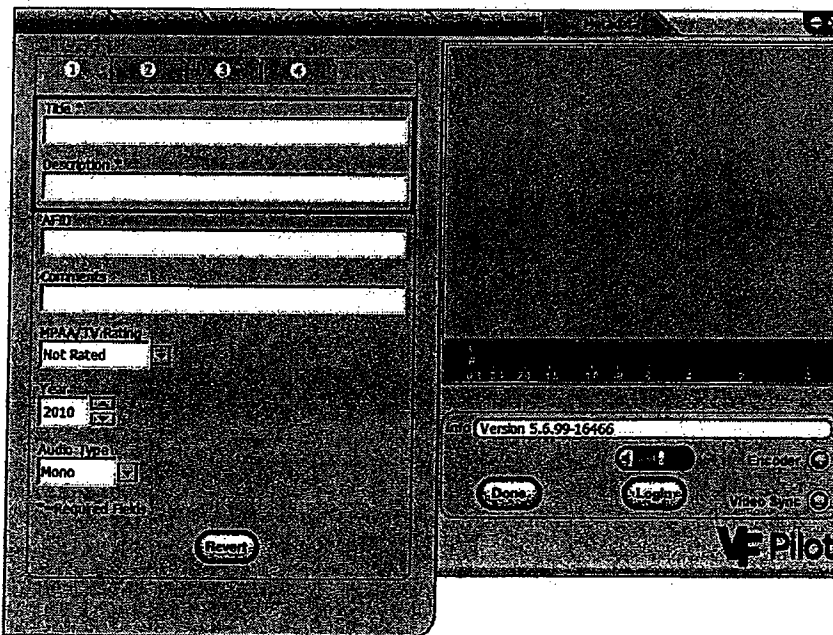
The VF Editor window opens displaying the **Metadata** tab.



**NOTE** An “on-line asset” is defined as a live event that occurs in the future. For more information, see [“Creating On-line Assets \(Assets used to Schedule Live Streams\)”](#) on page 143.

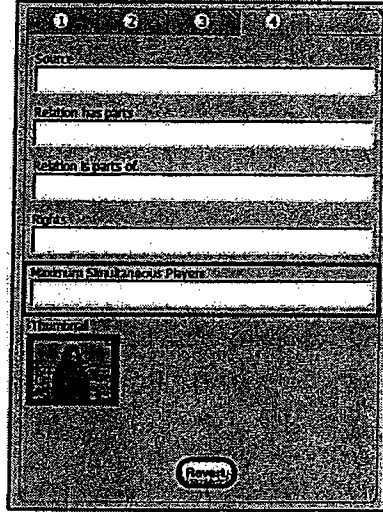
Step 2. Log in to the encoder and record the audio/video stream:

1. Complete the required Metadata fields (Title and Description).

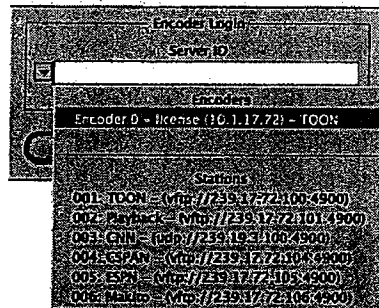




- If concurrent player limits are required, click tab **4** and type in the number of **Maximum Simultaneous Players** (shown below).

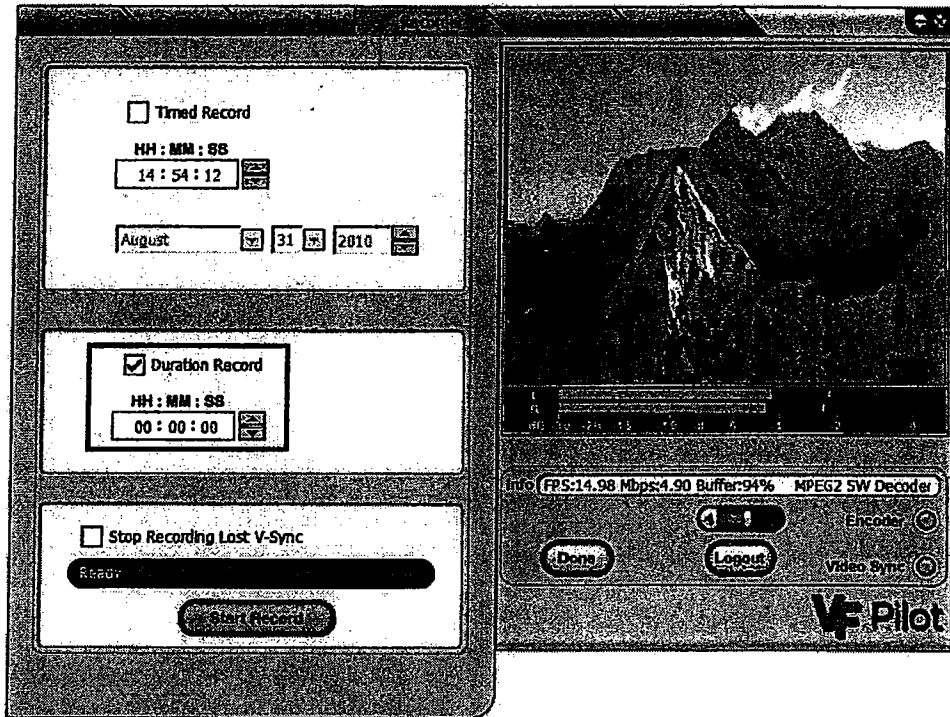


- On the VF Editor window, click Login.
- On the Encoder Login, click the drop-down arrow to select the server (or type in an IP address) and click Connect.



- If encoder changes are required, click the **Encoder** tab on the VF Editor window and make appropriate changes. (For details regarding encoder control, refer to Appendices **B** or **C** (Makito-specific) or **D** (Barracuda-specific).)

6. Click the **Recorder** tab.
7. Check the **Duration Record** checkbox, and set the duration to at least 1 minute by double-clicking in the minute field (under “:MM”) and entering 1.

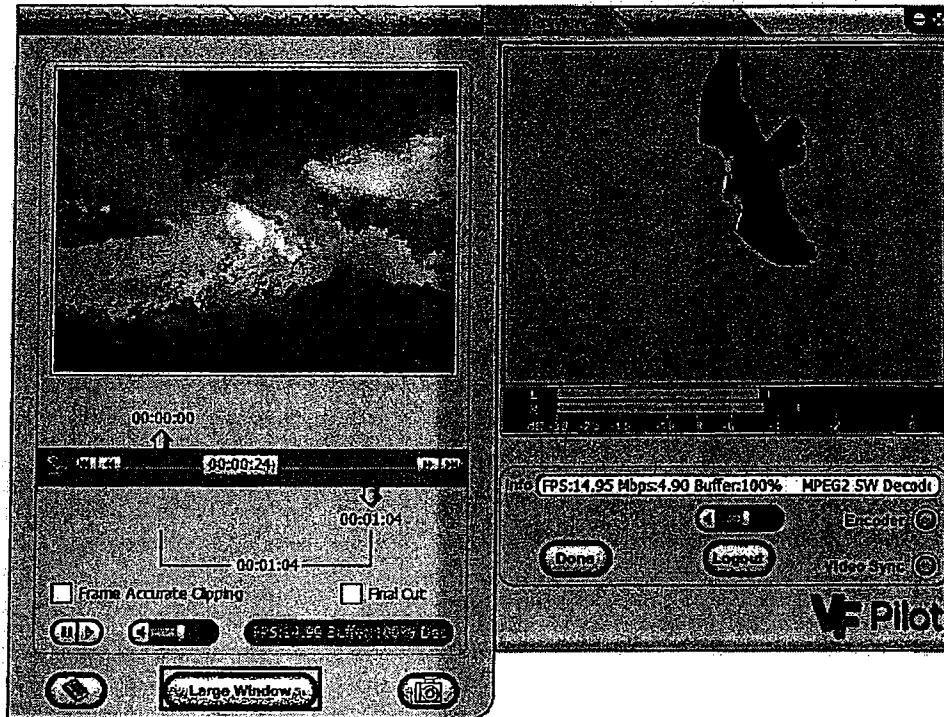


8. Click **Start Record**.

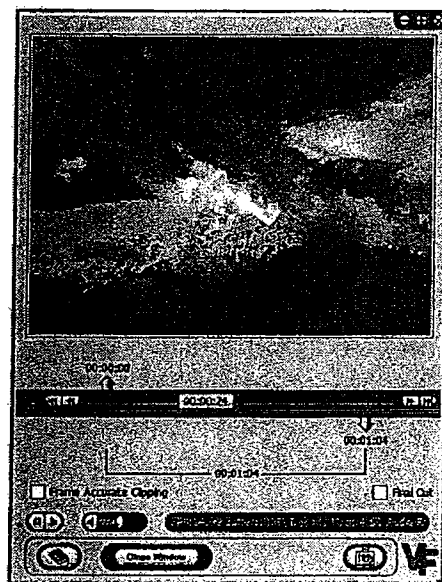
When the duration counts down to 0, recording will terminate automatically (you may stop the recording any time before that if desired).

Step 3. To review and edit your recording:

1. Click the Preview tab.



From the Preview tab, you may edit the video start and end points directly, or you may launch the “clipper” window by clicking Large Window.





Large / “Clipper” Window



The Large Window or “clipper” mode allows you to stretch the size of the clipper work area with your mouse. Or you can press the + or - key on the numeric keypad to increase or decrease the clipper window size.



**NOTE** For a list of shortcut keys available in VF Editor, see [“VF Editor Keyboard Shortcuts”](#) on page 207.

2. From either the **Preview** tab on the VF Editor window or the clipper window, click the **Pause**  button, and then move the scrub bar  where you want your video to start.

If a fine scrub bar adjustment is needed to position the video more precisely, press and hold the **SHIFT** key, then click and drag the scrub bar.

Or click the  or  button to step the video frame forward or in reverse.

3. When the video is positioned properly, double-click the **start** marker (up arrow) to move it to the scrub bar position (the start marker will position itself to the closest MPEG I-Frame).
4. Now position the scrub bar to the video frame where you want your video clip to end. Double-click the **end** marker (down arrow) to move it to the scrub bar position.
5. When you are finished adjusting the start and end clip markers, check the **Final Cut** checkbox.

You have successfully specified a clipped segment of the video delineated by the start and end clip markers.

6. To review your changes, click the **Play**  button.

To return to the VF Editor **Preview** tab from the clipper window, click **Close Window** or the **X** button in the upper right corner.




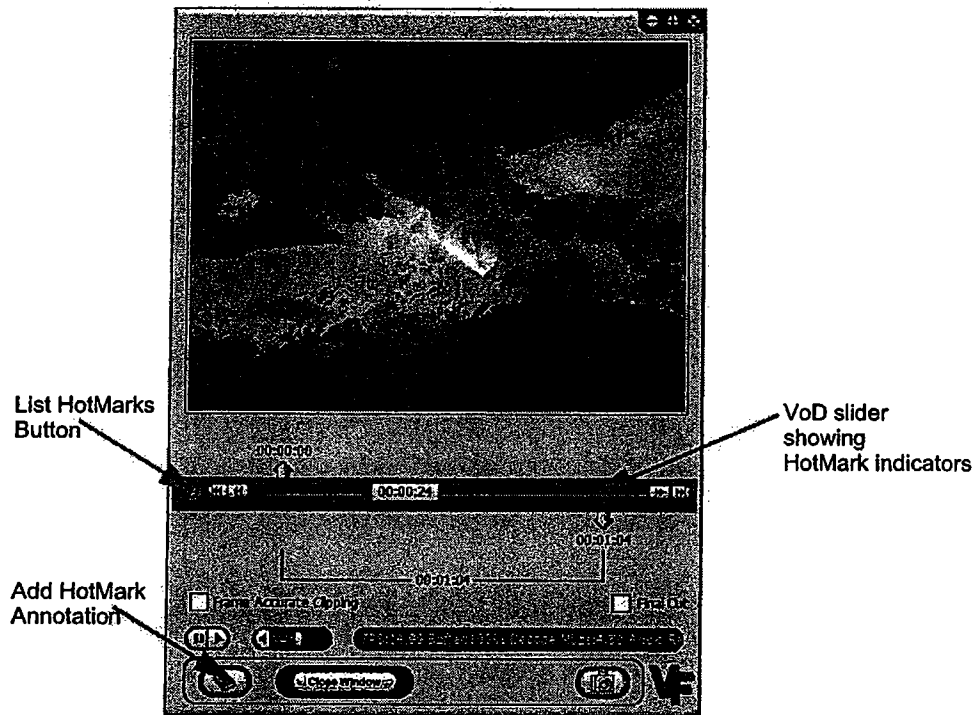
**NOTE** Clicking **Logout** to log out of the encoder does not affect the **Preview** window for the editing session.

## HotMarks

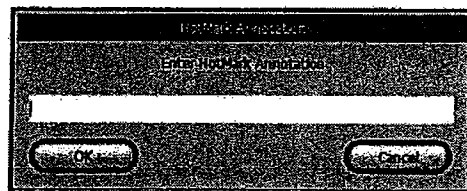
From either the Preview tab or the clipper window, you can insert “HotMarks” with annotations to index and store reference points in the video.

To insert a HotMark reference point:


1. Click the Add HotMark  button (lower left).



2. In the Annotation dialog, type in the HotMark description and click OK.



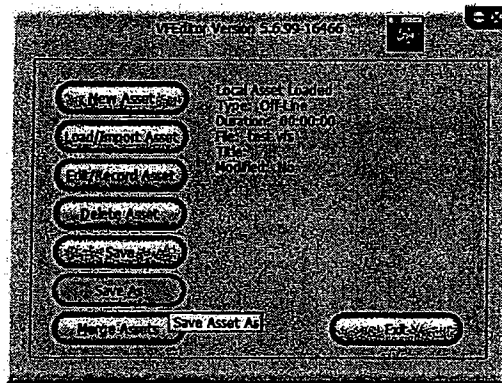
The HotMark is inserted in the clip and added (along with the annotation) to the HotMarks menu.

3. To view, edit the annotation, or delete HotMarks previously saved in the asset, click the List HotMarks  button.
4. Selecting one of the HotMark entries shows a yellow HotMark locator icon on the VoD slider corresponding to the video index location saved for the HotMark.

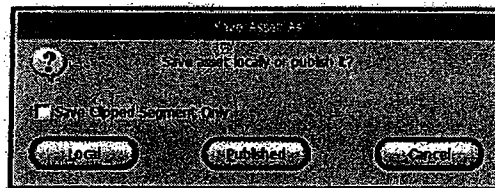
5. Clicking the HotMark locator icon positions the video scrub bar to the video corresponding to the HotMark index location.
6. Assuming that no further editing of metadata or video is needed at this time, click Done to close the window and return to the VF Editor dialog box.

Step 4: To publish the digitized video asset to the Asset Manager:

1. On the VF Editor dialog box, click Save As.



The Save Asset As dialog opens.



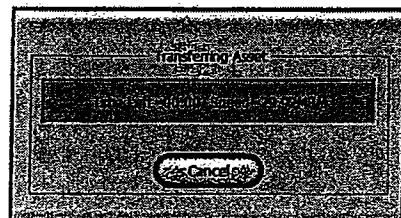
2. To save only the video portion between your clipping points, check the “Save clipped segment only” checkbox.

To save the *whole* asset including the clipped segment, leave the checkbox unchecked.

3. Click Published.

Asset publishing across the network begins immediately, and the list of asset servers is automatically filled out and selectable.

A progress dialog opens showing the publish status.



You have successfully digitized an analog asset to the MPEG digital format of your choice and tagged the digital asset with metatext that can be used for a variety of purposes (e.g., information for an electronic guide, searchable fields for large scale database lookups and inquiries, etc.). You have edited the video for proper playback start and end points, and published the video over an IP network to a storage device that does not necessarily reside on your local network.

This asset is now available to the VF StationManager and VF Now systems. You can either schedule the asset on “Scheduled” playback channels for multicast broadcasting or you can create a VF Now resource link in the VF Now system to enable on-request viewing of this asset.

## Merging Assets

VF Editor provides the option to merge a collection of local or published assets to one monolithic asset. Merging smaller assets to one larger asset provides two main advantages:

- Merging commercials, public service announcements and other *interstitial* content (i.e., content that shows during gaps between scheduled programs) with the core asset enables you to create one program in the Schedule Editor (see [“Schedule Editor - Scheduling Assets”](#) on page 158) rather than one for each of the component pieces.
- Merging smaller assets, as described above, hides the individual clip program titles and descriptions in OnGuide. You can then instruct the Merge utility to use the metadata assigned to the core asset and OnGuide will use that.

The process of merging assets requires that you first select or create a target asset to accept the resulting merged list of assets. Merging assets replaces the media contents of the asset to which the other assets are merged.

To merge assets:

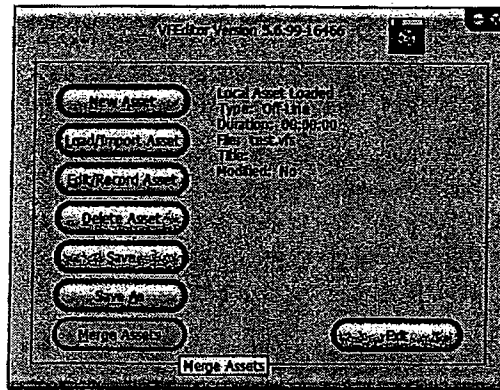
1. Create a new target asset, following the steps in [“Creating Off-line Assets \(Digitizing Assets\)”](#) on page 128. Or you may also use an existing asset as the target asset.



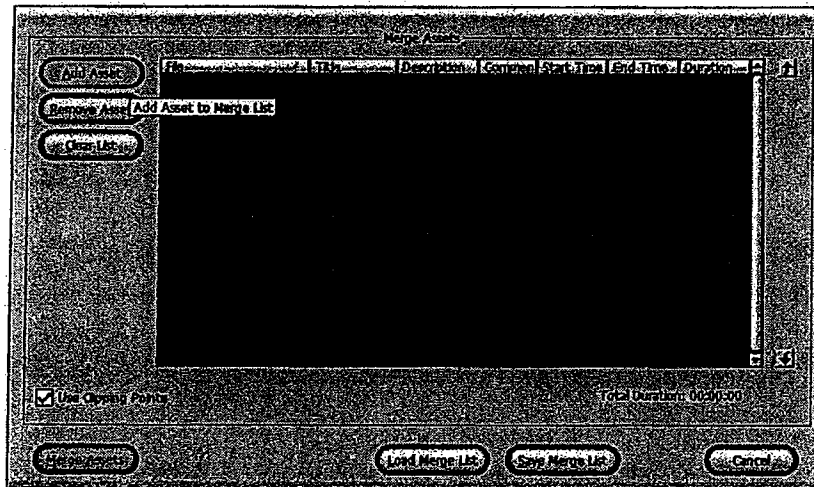
**NOTE** Do not load the asset.

---

2. On the VF Editor dialog box, click Merge Assets.



3. On the Merge Assets dialog, click Add Asset to select the first asset to merge.



The Add Asset dialog opens.



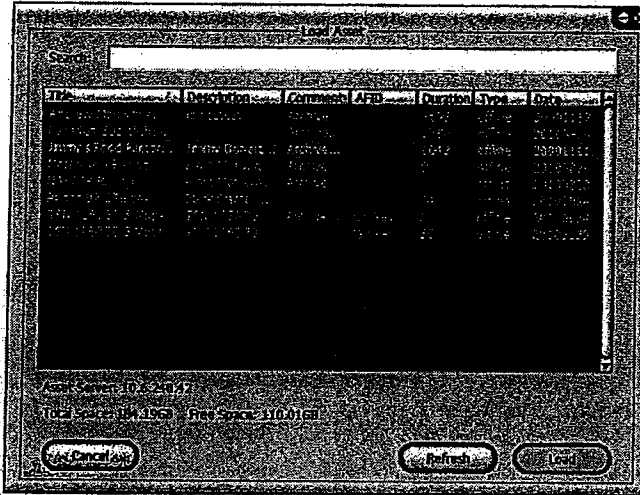
4. To select an asset from the local hard drive (or mapped network drive storage listed by your file manager), click Local and then select the asset from the list.

-or-

To select a published asset from the server, click Published.



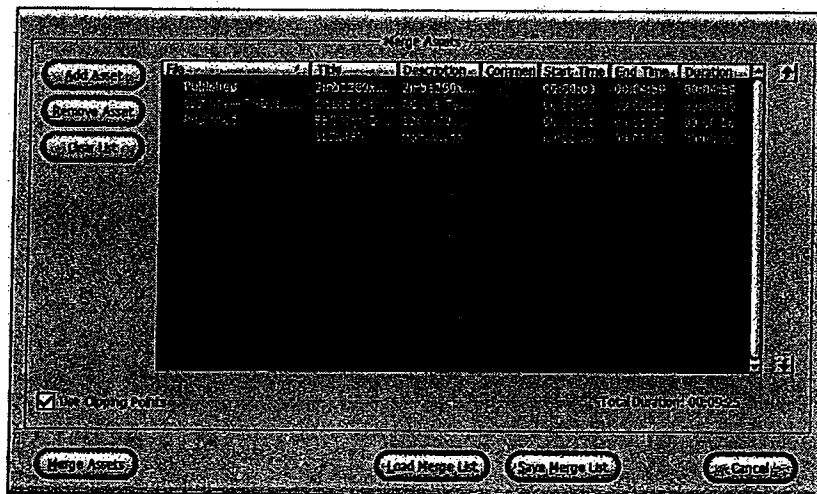
5. On the Load Assets list dialog, highlight the asset in the list and click Load.



6. Repeat this process (i.e., Steps #3 through #5) until you have selected all of the assets you wish to merge together.

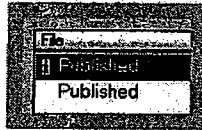


**TIP** To change the order of the assets, click an asset and then click the Move Asset Up or Down arrows to the right of the list (as shown below).



7. (Optional) To overwrite the metadata that you entered for the “merged asset” with the metadata from one of the assets in the merge list, double-click the preferred asset to select it.

The “info” icon will appear to indicate the Metadata selection as shown in the following image.



8. To deselect the Metadata assignment, double-click the asset again or double-click another asset to choose its Metadata.

Remember that OnGuide will use this Metadata, so be certain to assign Metadata from the appropriate asset or manually enter the correct text.



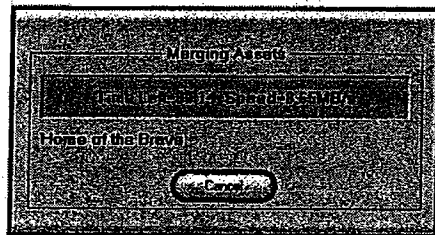
**TIP** You can change the Metadata after the merge by clicking Edit/Record Asset on the VF Editor dialog box.

9. To merge each asset according to the start and end clip points saved in the asset, check the Use Clipping Points check box.



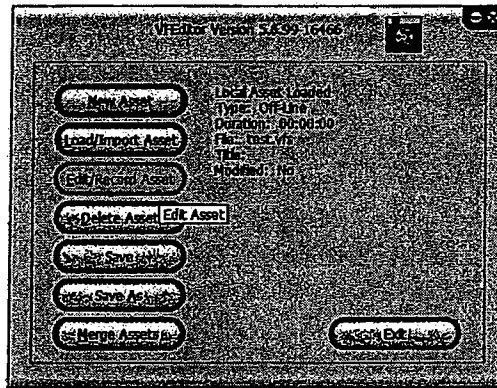
10. To save the merge list for future use, click Save Merge List.
11. To load a previously saved merge list, click Load Merge List and select the list in the Select List dialog box.
12. When you have completed arranging your list of assets in the preferred order, click Merge Assets.

A progress dialog opens showing the merge status.



After merging has completed, VF Editor returns to the main dialog box that shows the asset file name, asset title, and duration.

13. To change the Metadata, click Edit/Record Asset.



Merged assets can be viewed, edited or published the same as any other asset.

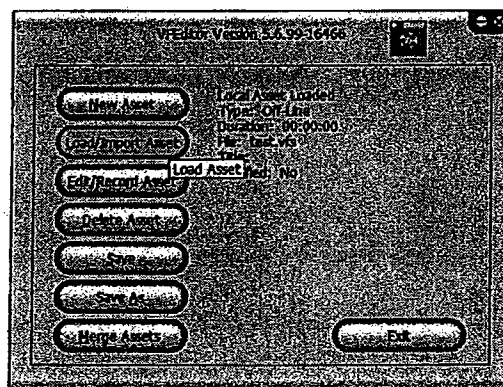


**TIP** To add interstitial black video between your assets (see [“Merging Assets”](#) on page 136), simply create a 2 or 3 second long asset that shows black video and insert it in the appropriate places. Assets shorter than 10 seconds are not suitable for playback by themselves, so use these only when merging assets or to round out the GOP in an asset to an even 1 sec. (30 frames for NTSC, 25 frames for PAL).

## Loading Assets

To load an asset for review:

1. On the VF Editor dialog box, click Load/Import Assets.



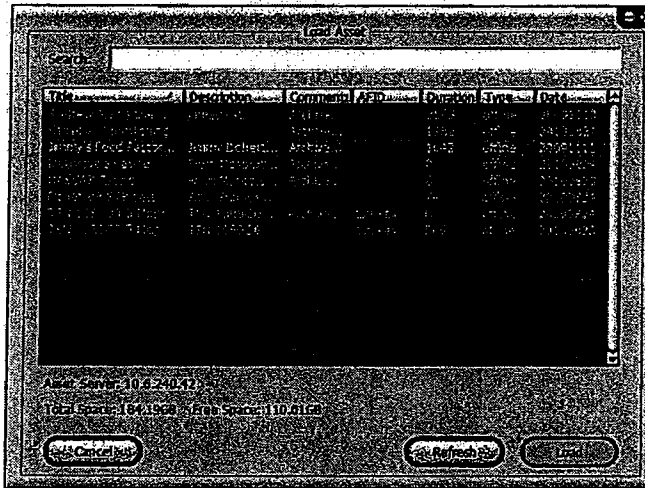
The Load Asset dialog opens.



2. To load an asset from your local hard drive (or mapped network drive storage), click Local and then select the asset from the list.

-or-

To select a published asset from the server, click Published, click an asset in the list, and then click Load or double-click the asset.



**TIP** If many assets are displayed, you can refine the search by typing search text in the search field or by clicking any of the column headers to sort the list by that column header type (ascending or descending order toggle with each click).

The asset loads to VF Editor and is now available for editing, publishing or review.

## Deleting Assets

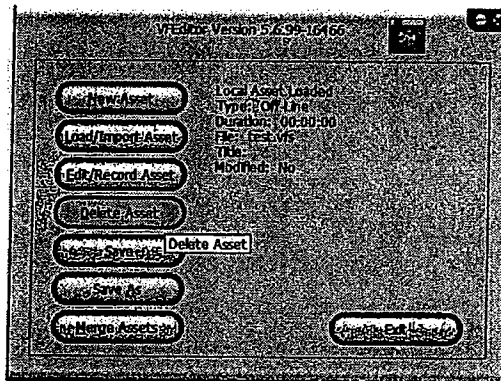


**CAUTION** To delete an asset, the asset must not be in use as the default asset on a channel or scheduled on a scheduled channel. If VF Editor fails to delete the asset, double-click the asset in the Asset List of the VF StationManager portal to identify whether the asset is referenced by the system. When all references have been removed, click Update Guide Schedules in the Schedule Editor to remove the reference links from the system.

To delete an asset:

To delete an asset and associated storage:

1. On the VF Editor dialog box, click Delete Asset.



The Delete Asset dialog opens.



2. To delete an asset from the local hard drive (or mapped network drive storage), click Local and then select the asset from the list on the Select Asset dialog box.

-or-

To delete a published asset from the server, click Published, click an asset in the list, and then click Delete or double-click the asset.

3. On the warning dialog, click Yes to delete the asset.

The asset is deleted and you are returned to the VF Editor dialog box.

## Creating On-line Assets (Assets used to Schedule Live Streams)

On-line assets are used to schedule live events that will occur in the future and are normally used to interleave a live stream produced by a Portable Encoder from a remote environment. Using On-line assets, the live streams generated by portable (or other Furnace encoders) are included in the OnGuide electronic program guide on one of your scheduled playback channels enabling your end-users to tune in and watch.

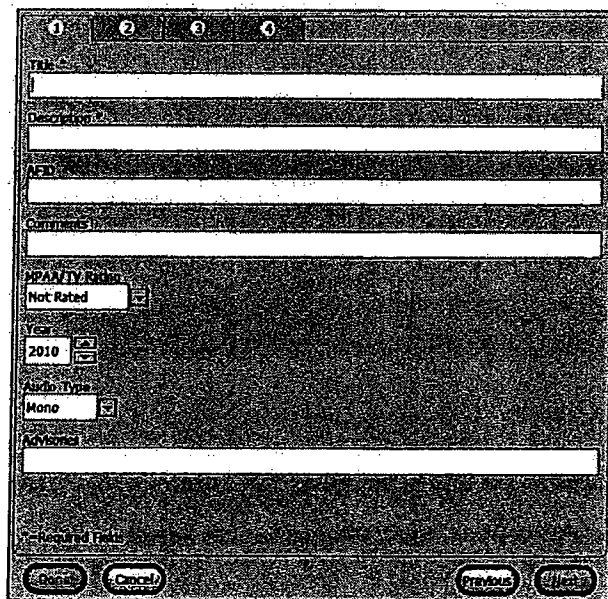
The components of on-line assets are:

Metadata	Fields that describe the purpose of the asset such as title, description, thumbnail.
Duration	The default length of time that the asset will play.
URL	Identifies the live network source address that this asset refers to when scheduled in a program.

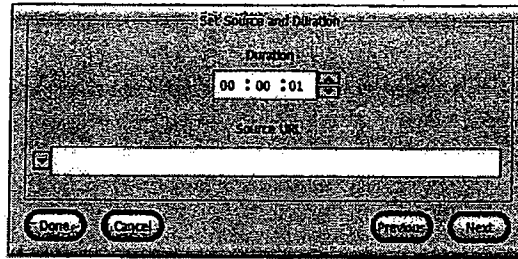
The following example summarizes a simple approach to creating and publishing an on-line asset to the Asset Manager.

To create an online asset:

1. On the VF Editor dialog box, click New Asset.
2. In the Select Asset dialog box, enter a filename for the asset and click Save.
3. On the Asset Type dialog box, check On-line Asset and then click Next.
4. Complete the required Metadata fields (Title and Description) and then click Next.



The Set Source and Duration dialog opens.



5. To enter the URL, click the drop-down at the left of the URL field to view the valid sources available to you.

Select a source from the drop-down list or enter a properly formatted URL that identifies the appropriate live source (e.g., "Station - Live" or `vftp://239.50.50.101:4900`).

- A TCP (unicast) stream may refer to the VF encoder by name or IP address and has the form: `tcp://server-name-or-ip-address:port` (e.g., `tcp://10.1.3.112:4968`).
- Unlike TCP streams which refer to unicast streams on the network, VF TP streams (e.g., `vftp://230.3.112.213:4900`) refer to multicast streams on the network, so you must provide the multicast address rather than a host name.



**CAUTION** For TCP streams, the port number 4968 is a base address that refers to the least significant encoder in the Furnace server chassis (i.e., encoder:0). To refer to the second encoder (i.e., encoder:1), add the encoder index to the base port of 4968 to derive the port number for the encoder:1 or  $4968 + 1 = 4969$  and so on for encoder:2, encoder:3, etc.

6. To enter the duration, double-click the hours, minutes or seconds field(s) under the Duration heading. The maximum duration is 23 hours, 59 minutes, 59 seconds (23:59:59).

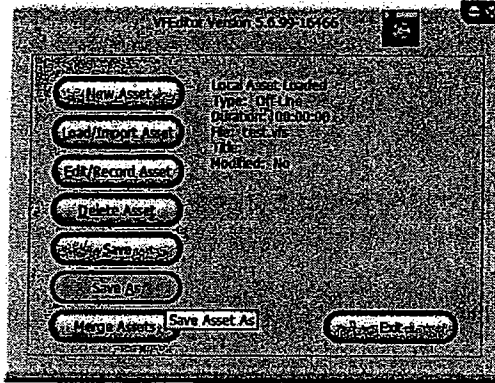


**TIP** When scheduling on-line assets with the Schedule Editor, you can shorten the duration of the program to more closely match the bounds of the anticipated live event. However, the duration may not be lengthened beyond the stored duration of the on-line asset.

7. Click Next to return to the VF Editor dialog box.

To publish the on-line asset:

1. On the VF Editor dialog box, click Save As.



2. On the Save Asset As dialog, click Published.

A progress dialog shows the transfer of your asset to the Asset Manager, and your asset is now ready for use.

3. When the transfer has completed, close the VF Editor application by clicking Exit or the X button in the upper right corner.



## EXHIBIT 14

## Request to Link Instructional Material

Instructors may now request to have their class reserve videos encoded and linked to their course web page via Video Furnace. Many of our titles can be made available for the duration of the quarter in which they are assigned through secure course-management web pages.

They will only be accessible to students enrolled in the class in question and only after logging into the UCLA VPN (Virtual Portal Network). A password-protected course website is required to offer media links.

### Procedures:

- Only media owned by Instructional Media Collection & Services may be encoded. Instructor/Department-owned media that is not part of the regular IMCS collection cannot be encoded unless the instructor owns the rights to the media.
- The instructor of record alone may submit a request to link media to their password-protected course web page.
- Instructors who request to have films linked to their password-protected course web page must explain the pedagogical reason(s) for the request.

### Some sample explanations include:

"...we are dealing with the question of cinematic adaptation (from novels to film), and viewing the entire film is essential if students are to be able to analyze the differences between the two art forms."

and

"The study of Theater and performance requires students to analyze not only texts but performances....making those performances available on-line allows our students freer access to materials fundamental to the course."

- Instructors who request to have films linked to their password-protected course web page must explain why making media available in this way is integral to the classroom experience. Some sample explanations include:

"To illustrate points throughout our class discussions, it is essential for me to show clips..."

and

"Showing clips from performances is an integral part of lecture in this course. Group discussion of the shown material is a major component of the class; it is imperative that students be able to react critically to the material during discussion rather than rely on a previous conception of what they viewed..."

Note: Titles purchased under agreements or licenses that specifically prohibit streaming are not available for Video Furnace.

**Online Film Request Form**

**EXHIBIT 15**



Betty Gorseogner Ehlinger, Executive Director  
Post Office Box 9844 • Cedar Rapids IA 52495-9844  
Phone 319 556-0506 • FAX 319 556-7509  
E-mail [bettye@aimet.com](mailto:bettye@aimet.com)

May 19, 2009

Ross Bollens  
Director, Information Technology Security  
UCLA Office of Information Technology  
Box 951557  
5308 Math Sciences  
Los Angeles, CA 90095-1557

Dear Mr. Bollens:

AIME is an organization of Media Directors, Librarians, Producers, and Distributors. As representatives of our members, we are an organization dedicated to copyright compliance, copyright education, and copyright advice. We are writing to inform you of serious copyright infringements that we believe are occurring at UCLA. We ask that you investigate these infringements and report back to us as to what steps you have taken to bring the University into copyright compliance. Where infringements have occurred, we look for payment of all license fees due to those distributors whose product has been used without their authority.

As background, conversations with Pat O'Donnell, Manager, UCLA Media Collections Library have brought to our attention that the University is digitizing any "legal copy" of a video brought to the library for use on its Video Furnace system. After carefully scrutinizing the University of California Copyright site to which she directed us as the authority for such use, the policy page [www.universityofcalifornia.edu/copyright/teach.html](http://www.universityofcalifornia.edu/copyright/teach.html) explaining the TEACH Act and the face-to-face teaching exemption (17 U.S.C. Section 110(1) and (2) of the Copyright Act) appears to be UCLA's asserted basis for copying videos. By way of specific example, Ms. O'Donnell stated that she has been using the BBC Complete Works of Shakespeare series, distributed by Ambrose Video Publishing, on the university's Video Furnace system, and that this has been occurring for many years.

According to the University's own policy page, the following actions are allowed under the TEACH Act: "Performance of non-dramatic literary works." Are there any better examples of dramatic works than Shakespeare's 37 plays? Performance, not copying, of works is contemplated under face-to-face teaching exemption (Section 110(1)) and the University intends to qualify the copying under the digital distance learning exemption (Section 110(2)), certain ephemeral recordings of particular works may be allowed, provided a number of specific, statutory conditions are satisfied.

If the Ambrose Video Publishing versions of the BBC Shakespeare plays have been digitized and used within the Video Furnace system on this basis, it can only be assumed

that the statutory policy has been ignored, because the digitizing and distribution of these videos is not allowed by Section 110. Moreover, if the Shakespeare plays have been exploited, we are concerned that other dramatic literary works contained on our members' videos have been improperly exploited as well. As a result, we request a full accounting of such use and where no exemption is applicable, payment rendered for all licensing fees due to those distributors whose product has been used without their authority.

I note further that nowhere in her conversations with the AIME President did Ms. O'Donnell make a point of suggesting that she followed the express University policy that, "Showing films or videos is restricted to limited portions". She stated that "Any Legal Copy", could be added to the Video Furnace System and accessed by the students enrolled in a distance learning class pursuant to the TEACH Act. It is very pertinent in our view that Ms. O'Donnell stated that the Shakespeare plays have not been watched in the classrooms of UCLA for 20 years because of their length, while adding that they were available over the Video Furnace system. This comment undercuts UCLA's claim to making "reasonable and limited portions" of videos "in an amount comparable to that which is typically displayed in the course of a live classroom session," as required by the TEACH Act. In light of this, we request a full accounting of all programs offered in lengths extending beyond those required for a normal classroom period. For our affected members, we request payment of all licensing fees due to those distributors whose product has been used in lengths extending beyond the required maximum.

UCLA copyright policy correctly cautions that the following works are not allowed to be copied under the TEACH Act: "Works that are marketed primarily for performance or display as part of mediated instructional activities transmitted via digital networks (commercially available digital educational materials)." This policy is taken verbatim from the TEACH Act, which expressly excludes digitization of such works. With that important legal requirement in mind, we underscore that the BBC Shakespeare plays distributed by Ambrose have been marketed by a license agreement through the digital network of Alexander Street Press. This is not only their primary market for these titles, it is their only market. The BBC Shakespeare titles and most Ambrose Video Publishing titles have been available for the most part of a year on its' own streaming site at Ambrosedigital.com. Streaming and the licensing of product has become the primary market format for this collection. In light of this, we request a full accounting of all programs offered on the University's Video Furnace system, where such programs are found to be "commercially available digital educational materials". We request payment of all licensing fees due to all such distributors whose product has been used without their authority.

Finally, under Section 1201, a separate provision of the Copyright Act, it is a violation to bypass a "technological protection measure" (TPM) designed to limit access and copying of works, except as authorized by law. In one case, *Macrovision v. 321 Studios*, Macrovision successfully argued that its patent rights in the Macrovision system in a DVD were infringed by copying of the DVD by a ripper software program. Most Ambrose Video Publishing DVDs are provided with TPMs. We believe that programs

ripped from such DVDs by the University for inclusion on the Video Furnace system are in violation of Section 1201. We request payment of all licensing fees due to all distributors whose product has been accessed in this manner.

Unless and until all these matters are successfully resolved, we ask that UCLA cease and desist from all previously described unauthorized acts and copyright violations. We look forward to your prompt and thorough response.

On behalf of the Board of Directors,

A handwritten signature in black ink, appearing to read "Betty G. Ehlinger". The signature is written in a cursive style with some loops and flourishes.

Betty G. Ehlinger  
Executive Director  
Association for Information Media and Technology (AIME)

**EXHIBIT 16**



Betty Gorsogner Ehlinger, Executive Director  
Post Office Box 9844 - Cedar Rapids IA 52409-9844  
Phone: 319 664 2808 • FAX: 319 664 0608  
Email: bettyge@ndis.com

*VIA Registered Mail*

June 18, 2009

Dr. Gene Block  
UCLA Chancellor's Office  
Box 951405  
2147 Murphy Hall  
Los Angeles, CA 90095-1405

Dear Dr. Block:

The enclosed letter was sent to Ross Bollens at your University on May 19<sup>th</sup>. AIME has since attempted to reach Mr. Bollens by phone to verify receipt but he has not returned our call or replied to our voice mail message.

This is an important matter to AIME and its members. We request that you immediately notify the undersigned of your intended compliance with the requests made in the letter to Mr. Bollens or otherwise advise of your intentions within ten (10) days of receipt of this letter. Absent confirmation of your compliance with our requests, we will assume further legal action is needed to protect our valuable intellectual property rights. We look forward to your prompt response.

On behalf of the Board of Directors,

Betty G. Ehlinger  
AIME Executive Director

Enclosure

cc: Kevin Reed  
Kathryn Ann Atchison  
Ross Bollens



**EXHIBIT 17**



OFFICE OF THE CHANCELLOR  
BOX 651405  
LOS ANGELES, CALIFORNIA 90095-1405

July 24, 2009

Direct Phone: (310) 825-2284  
Facsimile: (310) 206-2390  
Email: [ebkum@conet.ucla.edu](mailto:ebkum@conet.ucla.edu)

**VIA EMAIL ([bettyge@mchsi.com](mailto:bettyge@mchsi.com))**

Betty Gorsegner Ehlinger  
Executive Director  
A.I.M.E.  
P.O. Box 9844  
Cedar Rapids, IA 52409-9844

Re: Your Complaint Regarding the Media Collections Library

Dear Ms. Ehlinger:

We have reviewed your May 19, 2009 letter regarding alleged copyright infringement in connection with the UCLA Media Collections Library's use of streamed digital video. While it is clear that some of the representations you make concerning a conversation with Ms. O'Donnell are inaccurate, it will not advance this process for us to challenge those statements at this time. Thus, we do not admit any of the statements you attribute to Ms. O'Donnell, but will set aside that issue to address your key concerns. This analysis is provided in the spirit of cooperation and to resolve your concerns and the University does not waive any rights or defenses and reserves the right to modify or amend its position.

A. Digitizing Videos for Use on Video Furnace Is Permitted Under the Face-to-Face Copyright Exemption

While the Face-to-Face teaching exemption, 17 U.S.C. Section 110(1), and the Fair Use exemption (17 U.S.C. Section 107) do provide the basis for the uses the Media Collections Library makes of the videos, the TEACH Act is not an exemption relied upon because the use is not for distance learning. Rather, the use is for in-classroom and as an auxiliary to the classroom.

Pursuant to 17 U.S.C. 110(1), display of a work by instructors or pupils in the course of face-to-face teaching activities of a nonprofit educational institution, in a

classroom or similar place devoted to instruction, is permitted. It is undisputed that display of lawfully obtained videos, including the entire content of the video, in a classroom is permitted. The exemption also contemplates that such display may occur in "similar places devoted to instruction". Although there is currently no case law on this issue, because the classroom in the modern day has extended to courseware through which the students and faculty engage in a continuation of the classroom discourse, this courseware is a classroom extension and arguably a "similar places devoted to instruction". Under such an interpretation, making videos available to students in this fashion would qualify for the Section 110(1) exemption.

**B. Digitizing Videos for Use in Video Furnace Is Permitted Under the Fair Use Exception**

The Copyright Act also provides that the fair use of a copyrighted work, including such use by reproduction in copies or other means, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. The statute provides for a balancing of four factors to determine if the use is permitted: (1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes; (2) the nature of the copyrighted work; (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and (4) the effect of the use upon the potential market for or value of the copyrighted work.

**1. Purpose of Use**

The Media Library only permits use of the videos for criticism, comments, teaching, scholarship or research. The University is a nonprofit educational institution and the uses permitted serve the mission of education and research. No profit is made, nor any commercial use made. Moreover, the Media Library purchases legal copies of videos, sometimes many copies in different formats, such as was done with the BBC Shakespeare plays (which may not even have been digitized for Video Furnace).

Digital copies are made or digital format is shown only at the request of the instructor of record or Teaching Assistant for the course. Access to the Video Furnace links is restricted to password protected course web sites only – such that only the students enrolled in the course can access the content. An additional layer of authentication checks the ID used to log into the course web site against the registrar's records, ensuring that that ID is registered in that class. This process also creates a "dummy" link in the process to impair the ability to copy and paste the Video Furnace link in emails to others, thereby further ensuring that access is limited to those in the class.

The video links are sent from the Media Library directly to the web administrator for the department conducting the course. The video plays only from the server in the

Media Library and does *not* – and cannot – download to the student's computer. Students click on the link on the course page and a media window automatically launches from the Media Library server. The visual quality of the streamed video is significantly downgraded to that of VHS as a further protective measure.

The video links are available only for the duration of the academic quarter in which the course is offered at which time the links are removed and the material is no longer accessible. The video that is provided through Video Furnace is also placed on physical reserve in the Media lab for in-person viewing.

Given the purpose and character of the use and all of the protection provided to ensure restricted use for educational purposes only, this factor clearly favors fair use.

## 2. Nature of the Copyrighted Work

All of the work used has been previously published. At the time acquired, the works were only available in either video or CDs and were not available for streaming for educational use. While you now assert that some of your members market to an educational market and provide licensed content for streaming, this was not previously available. Ms. O'Donnell expressed interest in Ambrose Digital streaming license of the Shakespeare series, but instead of pursuing that interest, you have pursued this legal complaint process instead. Regardless, the works owned by the University were not created for use in classrooms or for instruction. This factor favors fair use.

## 3. The Amount of the Work Used

While it is true that the Media Library digitizes and makes entire videos available, it is equally true that no less than the entire work can achieve the stated purpose of the use. The courses that use the videos require the students to view the entire work for purposes of analysis, classroom discourse and commentary. It is simply not possible to provide only a small portion of a film for this purpose. Given this requirement, this factor balances more in favor of fair use.

## 4. There is Minimal Effect on the Potential Market

The Media Library and faculty purchase copies of the videos that are used for the coursework in question. These purchases of new videos and alternative format videos are continuing, such that the copyright holders continue to gain commercial value from the University's use. If the Media Library were not permitted to continue this use, the market for the videos would not increase since the students would never be required to purchase the videos. Rather, the faculty would either revert to historical practices of showing film in the classroom or requiring the students to view the film in the library. Neither of these practices increases the marketability for the films and videos.

Betty G. Ehinger  
July 24, 2009  
Page 2

Rather, it is quite likely that students' exposure to the films and videos in the course create interest in the material such that students may purchase or rent their own commercial versions for their personal use. Thus, the use of the videos by the Media Library may actually increase the marketability of the films and videos. This factor weighs in favor of fair use.

Based on the above analysis of the four fair use factors, the use by the Media Library falls squarely within fair use and is not a violation of the copyright act.

Under both Section 110(1) and Section 107 of the Copyright Act, the digitization and streaming content solely for educational and research purposes associated directly with on-site classroom teaching is consistent with the Copyright Act. As no violation of the copyrights of your members has occurred, no licensing fees are due.

We trust that our effort here to provide you with our detailed legal and factual basis supporting our good faith digitization and use of videos and films resolves your concerns.

Sincerely,



L. Amy Blum, Esq.  
Senior Campus Counsel

cc: Larry Loehner, Associate Vice Provost and Director OI  
Pat O'Donnell, Manager IMCS

**EXHIBIT 18**

# Lutzker Lutzker LLP

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Suite 703  
Washington, DC 20036

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fax 202.408.7677

[www.lutzker.com](http://www.lutzker.com)

**VIA FEDEX**

September 16, 2009

Chancellor Gene D. Block  
UCLA Chancellor's Office  
Box 951405  
2147 Murphy Hall  
Los Angeles, CA 90095-1405

Dear Chancellor Block:

We are counsel for AIME, an association whose membership includes video publishers of more than 50,000 program titles. On behalf of AIME, we have reviewed UCLA's July 24, 2009 response to the May 19, 2009 and June 18 letters of Betty G. Ehlinger, Executive Director of AIME. (See Attached Letters.) Ms. Ehlinger's letter described serious, on-going copyright infringements occurring at UCLA as a result of the University's use of "Video Furnace" software, which allows UCLA to copy and distribute DVDs to facilitate streaming to students and faculty.

The response from L. Amy Blum, Senior Campus Counsel sets forth two statutory justifications for UCLA's digitization of AIME member videos: Section 110(1) and Section 107 of the Copyright Act. Section 110(1) is limitation on rights of copyright owners for the "performance or display" of certain works in classrooms. Section 107 is the fair use defense.

**A. Section 110(1) does not provide UCLA with any justification for copying DVDs**

Section 110(1) permits the public performance or public display of copyrighted works in the course of face-to-face teaching activities of instructors and students of non-profit educational institutions in classrooms or similar places of teaching. Although the statute does not authorize copying of works in this limitation – the essence of what UCLA is doing – Ms. Blum attempts to sidestep this problem by the following justification:

It is undisputed that display of lawfully obtained videos, including the entire content of the video, in a classroom is permitted. The exemption also

contemplates that such display may occur in "similar places devoted to instruction". Although there is currently no case law on this issue, because the classroom in the modern day has extended to courseware through which the students and faculty engage in a continuation of the classroom discourse, this courseware is a classroom extension and arguably a "similar places devoted to instruction". Under such an interpretation, making videos available to students in this fashion would qualify for the Section 110(1) exemption. Blum Letter at 2.

Despite the fact that Ms. Blum explicitly states, we ask confirmation that it is not the "official position" of UCLA that the word "courseware," which combines "course" and "software" designed to reflect educational materials that require software, constitutes a "classroom" for copyright purposes. Her artifice of "courseware" as a "place devoted to instruction" utterly ignores other key elements of the statute, most particularly that the performance or display during the course of "face-to-face" teaching and the physical locale of a classroom.

To the drafters of the Copyright Act, "face-to-face" is self-evident:

There appears to be no need for a statutory definition of "face-to-face" teaching activities to clarify the scope of the provision. "Face-to-face teaching activities under clause (1) embrace instructional performances and displays that are not transmitted." The concept does not require that the teacher and students be able to see each other, although it does require their simultaneous presence in the same general place. Use of the phrase "in the course of face-to-face teaching activities" is intended to exclude broadcasting or other transmissions from an outside location into classrooms, whether radio or television and whether open or closed circuit. However, as long as the instructor and pupils are in the same building or general area, the exemption would extend to the use of devices for amplifying or reproducing sound and for projecting visual images. H. R. Rep. No. 94-1476 (94<sup>th</sup> Cong. 2d Sess.) at 81.

As to the nature of a "classroom or similar place of instruction," the drafters also understood that the phrase was to be given a nature meaning, not the virtual environment Ms. Blum hypothesizes:

*Classroom or similar place.*—The teaching activities exempted by the clause must take place "in a classroom or similar place devoted to instruction." For example, performances in an auditorium or stadium during a school assembly, graduation ceremony, class play, or sporting event, where the audience is not confined to the members of a particular class, would fall outside the scope of clause (1), although in some cases they might be exempted by clause (4) of section 110. *The "similar place" referred to in clause (1) is a place which is*



*"devoted to instruction" in the same way a classroom is; common examples would include a studio, a workshop, a gymnasium, a training field, a library, the stage of an auditorium, or the auditorium itself, if it is actually used as a classroom for systematic instructional activities. Id. at 82 (emphasis supplied).*

As a limitation on exploitation of copyrighted works without the consent of authors, Section 110(1) authorizes only public performance and public display, not copying, as UCLA has done. Again, the drafters make this point very clearly:

*Works affected.*—Since there is no limitation on the types of works covered by the exemption, teachers or students would be free to perform or display anything in class as long as the other conditions of the clause are met. They could read aloud from copyrighted text material, act out a drama, play or sing a musical work, perform a motion picture or filmstrip, or display text or pictorial material to the class by means of a projector. *However, nothing on this provision is intended to sanction the unauthorized reproduction of copies or phonorecords for the purpose of classroom performance or display. Id. at 81-82 (emphasis supplied).*

It should be further understood that with respect to motion pictures, the kinds of works created by AIME members, the Section 110(1) had a further restriction – that the work used in class must have been “lawfully made.” The drafters cautioned: “The exemption is lost where the copy being used for a classroom performance was ‘not lawfully made under this title’ and the person responsible for the performance knew or had reason to suspect as much.” *Id.* at 82.

From the plain language of the statute, bolstered by its legislative history, it is clear that the copying performed by UCLA’s Media Library and the performance with in the virtual “courseware classroom” are outside the scope of Section 110(1). As UCLA admits that there is no TEACH Act angle to its defense,<sup>1</sup> there should be no pretense that Section 110 has any application to UCLA’s use of the Video Furnace software to copy and stream AIME member videos. In sum, UCLA’s argument regarding Section 110(1) is misguided and misinformed, and leaves the institution vulnerable to claims of infringement.

**B. Ms. Blum’s Fair Use Analysis Is Equally Flawed: It is Biased, Result-Oriented and Lacks the Objective Balancing of Criteria Essential to Fair Use Determination**

UCLA’s second defense for the Media Library’s digitizing and streaming AIME member videos is predicated upon a “fair use” of the DVDs. As you are no doubt aware, fair use is not a bright line test, but rather requires a balancing of statutory criteria based on the facts as

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<sup>1</sup> Ms. Blum states, “[T]he TEACH Act is not an exemption relied upon because the use is not for distance learning.” Blum Letter at 1.

presented in each instance. While there may be different opinions about the weighing of the criteria, reasonable judgment will prevail. In this instance, we find Ms. Blum's analysis flawed. As she should understand, a fair use analysis must be "work specific," meaning that each author's work is entitled to an assessment as the facts with respect to each work may vary. Without considering a single specific title, her letter makes generalized statements that are evidently biased and result-oriented. Her analysis lacks any effort at rigorous, objective balancing of the criteria essential to fair use determinations.

To amplify on this criticism, let us take a closer look at the facts, UCLA's analysis, and the statutory balance:

**1. The purpose and character of the use.**

As an educational institution, UCLA understandably claims the use is for non-profit, teaching purposes. However, UCLA has acquired rights to Video Furnace from a for profit company, which in the copyright liability scheme may be a contributory infringer. It is presumptuous for UCLA to suggest that its obtaining a license from Hai Vision, a commercial entity, absolves it from liability without any implication for the first factor in the fair use analysis.<sup>2</sup>

In the "education" section of its website, Hai Vision not only stresses that the "video on-demand" system allows viewing videos in dorms and across campus, but also *specifically promotes UCLA's use of Video Furnace*, stating the system was originally developed with UCLA's assistance:

HaiVision's Video Furnace is the premier package for end-to-end delivery of content for higher education and K-12 institutions. Video Furnace is ideal for delivering cable content in dormitories and across the campus, for providing

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<sup>2</sup> Thus, how Hai Vision promotes Video Furnace is instructive. From its website, Hai Vision describes its Video Furnace as follows:

**End-to-End Solution for Video-over-IP featuring the remarkable "Zero Footprint" InStream Player.**

HaiVision's Video Furnace System 5 provides a secure, easy to use, simply to deploy, end-to-end system for encoding and distributing live video to computers and set top boxes, for creating scheduled playback channels for enterprise TV and signage, and for recording content and delivering video on demand.

*More uses, more users!! Video Furnace is a complete IP video solution."*

[www.haivision.com/products/furnace](http://www.haivision.com/products/furnace) (last accessed June 12, 2009). (Emphasis supplied.)

Chancellor Gene D. Block  
UCLA Chancellor's Office  
September 16, 2009

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video-on-demand content for use within classes and by students at their leisure, for launching campus TV stations, for making special classes or events available to everyone, and for recording classes and events for later review. ... *Video Furnace* was initially developed in close collaboration with a number of leading universities including Northwestern, Dartmouth, and UCLA.  
<http://www.haivision.com/applications/education> (last accessed September 13, 2009.)

Hai Vision's placement of UCLA at the vortex of creation of its system has clear commercial implications, none of which Ms. Blum recognizes or addresses.

2. **Nature of the Copyrighted Work.** Ms. Blum's analysis of the nature of the copyrighted works is muddled. She properly indicates the DVDs were previously published, and when acquired by UCLA, they were available in video or CD format, not streamed. Although she suggests UCLA expressed an interest in an Ambrose Digital Streaming license of the Shakespeare series, she ignores the fact that Ms. O'Donnell stated the Ambrose streams were superior to those currently being used by UCLA, but that because of budget constraints, licensing from Ambrose would not be contemplated for two years or more. Her conclusion is equally incomplete: Regardless, the works owned by the University were not created for use in classrooms or for instruction. This factor favors fair use." Blum Letter at 3.

Fundamentally, most of the copyrighted works (AIME member DVDs) are designed specifically for educational uses. That many of these publishers license streamed versions for use within educational institutions underscores that the educational market is the core market for these works. When Congress adopted the TEACH Act, it made clear that "works created for mediated instruction" were outside the qualified limitation. Section 110(2) explicitly prohibits educational institutions from exploiting works that are marketed "primarily for performance or display as part of mediated instructional activities transmitted via digital networks" without the consent of the copyright owner. In this case, the streamed versions of the AIME member videos fit that definition. With a statutory prohibition so explicit, the suggestion that this fair use factor favors UCLA, without even a discussion of its implication, is untenable.

Moreover, there are two important contractual matters that involve many of the AIME member DVD titles. First, certain AIME members obtain distribution rights to particular titles, obligating them to pay the content source. For example, Ambrose Video, which distributed DVD's of Shakespeare plays to UCLA, has contractual obligations to the BBC, the content source. Ambrose owes fees back to the BBC based on the sales and uses, so that when it packages the DVDs for university use, it explicitly retains all duplication rights, as well broadcast rights and all other forms of public display. That UCLA Media Library has purchased

a different version of a play in a particular format neither conveys a right to digitize, nor gives UCLA the privilege of interfering with Ambrose's contractual duties to the BBC.

Second, if the purchase orders for AIME-member videos are scrutinized, UCLA will find that it acquires many titles pursuant to a license, not outright sale. For example, many AIME publishers have different rates for DVDs acquired for site-specific uses than for site-specific plus library lending rights. Contractual obligations are clearly recognized under copyright law as controlling, and can render copyright limitations, including fair use, unavailing. A few years ago, AIME addressed this problem with the Nassau, NY BOCES, which sought to allow unrestricted inter-library loans of AIME member DVDs. When shown by AIME that particular media centers acquired DVDs subject to a license that did not allow lending videos outside the institution, Nassau BOCES stopped the lending practice and removed DVD titles from their Union Catalog system. In brief, a DVD acquired for home or in class use at a particular institution does not allow for other public performances. This is why any fair use analysis of the nature of the copyrighted work must be done on a title-by-title basis. Ms. Blum's facile treatment of this second criterion is woefully inadequate.

**3. The Substantiality of the Portions Used in Relation to the Work as a Whole.** Ms. Blum does not attempt to explain why an entire video must be digitized. She simply presumes that nothing less than an entire DVD is adequate and that total copying favors fair use. To the contrary, courts are quite rigorous in making title-by-title analysis of works and finding that substantial copying without explicit justification is a strong basis for finding against fair use. See *Princeton University Press v. Michigan Document Services, Inc.*, 99 F.3d 1381 (6th Cir. 1996) (finding copying 5-30% of specific books for coursepack purposes not fair.)

Further to the weakness of this factor for UCLA is the fact that Ms. Blum's analysis does not acknowledge that rarely are entire DVDs performed during class. Under these circumstances, why limited selected excerpts of works are inadequate for the pedagogical purposes is not addressed. Digitizing an entire DVD to afford more convenient access would not qualify as an acceptable rationale for fair use.

**4. Effect of the Use on the Potential Market For or Value of the Original.** Long recognized as the most pivotal issue in the fair use analysis, Ms. Blum's simply presumes there is no adverse effect on AIME's publishers. Without examining a single specific title or a single fair use decision, she postulates that if UCLA's Media Library did not digitize, "the market for the videos would not increase since the students would never be required to purchase the videos." Blum Letter at 3. That untested thesis, even if true, ignores the fact that UCLA and other similarly situated universities might purchase rights. By the logic of her argument, schools could take 16mm filmstrips and create VHS or DVD copies, even if the publishers were offering such versions, because a school would not require a student to buy the filmstrip. That there is a

Chancellor Gene D. Block  
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market not only for DVDs, but also streamed video, is made evident by UCLA's Media Library's very activities. That UCLA wants to bypass the legitimate market and set up a surreptitious approach using its Media Library is no excuse for its actions.

Ms. Blum adds one final specious argument that has long been rejected by courts in fair use analysis: that the infringer will spur sales to the benefit of the copyright owner.<sup>3</sup> Such argument has been espoused by other copyright infringers, only to be rejected repeatedly by courts. See *L.A. Times v. Free Republic*, 2000 U.S. Dist. LEXIS 5669, \*72 (C.D. Cal. 2000) ("courts have routinely rejected the argument that a use is fair because it increases demand for the plaintiff's copyrighted work."); see also *Campbell v. Acuff-Rose Music*, 510 U.S. 569, 591, n. 21 (U.S. 1994) (even if a "film producer's appropriation of a composer's previously unknown song . . . turns the song into a commercial success, the boon to the song does not make the film's simple copying fair."); *Ringgold v. Black Entertainment TV*, 126 F.3d 70, 81, n.16 (2d Cir. 1997) ("[e]ven if the unauthorized use of plaintiff's work in the televised program might increase poster sales, that would not preclude her entitlement to a licensing fee"); *DC Comics, Inc. v. Reel Fantasy, Inc.*, 696 F.2d 24, 28 (2d Cir. 1982) ("[s]ince one of the benefits of ownership of copyrighted material is the right to license its use for a fee, even a speculated increase in DC's comic book sales as a consequence of RFI's infringement would not call the fair use defense into play as a matter of law."); *Umg Recordings v. Mp3.com, Inc.*, 92 F. Supp. 2d 349, 352 (S.D.N.Y. 2000) ("any allegedly positive impact of defendant's activities on plaintiffs' prior market in no way frees defendant to usurp a further market that directly derives from reproduction of the plaintiffs' copyrighted works.").

To the contrary, there is a material, adverse financial impact on the copyright owners. If the market were to pay for the use, copyright owners would benefit. If, as suggested by UCLA's media librarian, UCLA had interest in paying for uses, AIME believes a high percentage of educational films in distribution would be available from commercial streaming sites. This is their industry and marketplace. In short, we believe no judicial panel asked to evaluate UCLA's behavior would conclude it is fair use.

### C. Media Center Practices Also Violate the DMCA

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<sup>3</sup> "Rather, it is quite likely that students' exposure to the films and videos in the course create interest in the material such that students may purchase or rent their own commercial version for their personal use. Thus, the use of the videos by the Media Library may actually increase the marketability of the films and videos. This factor weighs in favor of fair use." Blum Letter at 4.

Chancellor Gene D. Block  
UCLA Chancellor's Office  
September 16, 2009

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Unaddressed in Ms. Blum's response is the impact of the UCLA practices on the anti-circumvention prohibitions in Section 1201 of the Copyright Act, known as the Digital Millennium Copyright Act ("DMCA"). The DMCA amendments, which were extensively negotiated by content owners and the educational community,<sup>4</sup> prohibit the bypassing of technological measures in digital works, such as DVDs, designed to restrict access and/or copying. In order for UCLA's Media Center to digitize and stream many AIME members' works, it must disable technical measures restricting access and copying. Such practices have repeatedly been held unlawful.<sup>5</sup>

#### D. Actions Immediately Required of UCLA

AIME believes UCLA is at a crossroads. As an educational leader in the heart of the entertainment community and as a moral beacon for students and faculty in the digital age, UCLA should be an exemplar of sound copyright policies. Many creative, hard-working videographers, who live by the fruits of their intellectual and artistic talent, demand nothing less. Where digital copying has occurred, we first need an accounting, an identification of every title digitized and streamed. Its members, among all affected publishers, should be properly notified and fairly compensated. AIME is committed to working with UCLA in arranging for a fair system of remuneration for the affected publishers.

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<sup>4</sup> I represented five national library associations during the DMCA debate and advocated for the educational goals in these legislative deliberations.

<sup>5</sup> See *Universal City Studios v. Corley*, 273 F.3d 429, 460 (2d Cir. 2001) (permanently enjoining defendants from posting DeCSS, a computer program that enabled circumvention of protective encryption of movies sold on DVDs, and from electronically "linking" their site to others that posted DeCSS in violation of the DMCA); *Realnetworks, Inc. v. DVD Copy Control Ass'n*, 2009 U.S. Dist. LEXIS 70503, \*84 (N.D. Cal. 2009) (finding defendant's software that enabled users to copy DVDs and store digital duplicates on a hard drive in violation of U.S. copyright law and holding that "...while it may well be fair use for an individual consumer to store a backup copy of a personally-owned DVD on that individual's computer, [the DMCA] has nonetheless made it illegal to manufacture or traffic in a device or tool that permits a consumer to make such copies."); *Macrovision v. Sima Prods. Corp.*, 2006 U.S. Dist. LEXIS 22106, \*7 (S.D.N.Y. 2006) (preliminarily enjoining defendant from selling any products that circumvent plaintiff's copyright protection technologies in violation of the DMCA); *321 Studios v. MGM Studios, Inc.*, 2004 U.S. Dist. LEXIS 2771, \*1099 (N.D. Cal. 2004) (enjoining the manufacture and distribution of 321 Studios' DVD copying software and finding the software in violation of the anti-trafficking provisions of the DMCA because it was both primarily designed and produced to circumvent a protective technological measure known as the Content Scramble System, or "CSS," and marketed to the public for use in circumventing CSS).

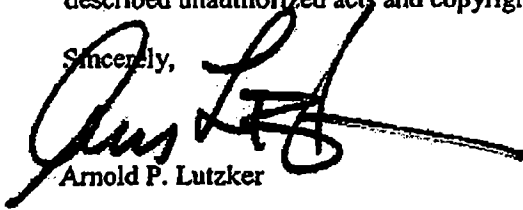
Chancellor Gene D. Block  
UCLA Chancellor's Office  
September 16, 2009

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Prospectively, AIME will work with UCLA and other leading institutions of academia to make clear the harm of unlicensed digitization and work for a system that meets the needs of publishers/content creators and educators. However, if UCLA decides to ignore AIME's plea and expression of concern, then this letter must serve as a warning to cease and desist infringement and a demand to take formal corrective actions. With the notices that AIME has provided, UCLA should not hide behind the cloak of fair use or statutory exemptions. Neither are applicable. What is needed is a full accounting and remedial action. We ask that this be undertaken immediately.

We ask that UCLA notify AIME of its legal position before the end of this month. Please know that AIME's President and counsel are prepared to meet with representatives of UCLA to resolve this problem on an urgent basis. AIME believes that given the egregious nature of the infringements, commitment must be evident from the Chancellor's Office, so that there is no misunderstanding at other levels of the university. Unless and until all these matters are successfully resolved, we ask that UCLA permanently cease and desist from all previously described unauthorized acts and copyright violations.

Sincerely,



Arnold P. Lutzker

cc: L. Amy Blum, Esq.  
Betty Ehlinger, Executive Director AIME  
Allen Dohra, President of AIME

**EXHIBIT 19**



UNIVERSITY OF CALIFORNIA, LOS ANGELES

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UCLA

SANTA BARBARA • SANTA CRUZ

OFFICE OF THE CHANCELLOR  
BOX 951406  
LOS ANGELES, CALIFORNIA 90095-1406

**CONFIDENTIAL: FOR SETTLEMENT PURPOSES ONLY PURSUANT TO CALIFORNIA  
EVIDENCE CODE SECTION 1152 AND FEDERAL EVIDENCE CODE SECTION 408**

October 21, 2009

Direct Phone: (310) 825-2284  
Facsimile: (310) 206-2390  
Email: abtum@conet.ucla.edu

**VIA FACSIMILE - [202-408-7677]**

Arnold P. Lutzker, Esq.  
Lutzker & Lutzker LLP  
1233 20<sup>th</sup> Street, NW  
Suite 703  
Washington, DC 20036

Re: Your Client AIME's Complaint Regarding the UCLA Instructional Media  
Collections and Services

Dear Mr. Lutzker:

We have reviewed your September 16, 2009 letter regarding alleged copyright infringement in connection with the UCLA Instructional Media Collections and Services' ("IMCS") use of streamed digital video. As was previously reflected in our prior correspondence with AIME, UCLA believes that it has a good faith basis for asserting that its use is covered by exemptions in the Copyright Act. However, we would like to accept your offer to have a meeting with AIME's representative to discuss a resolution.

In order to ensure that we can have a productive meeting, we would like to reach agreement on the goals of the meeting. Here is what we propose as a framework for settlement:

1. Without admitting any liability or wrongdoing, for content in which AIME members own the copyrights, the IMCS will agree to stop streaming content outside of the Library premises starting on December 20, 2009. This will allow the IMCS sufficient time to notify the faculty that this service will no longer be provided so that they can make other arrangements to meet their classroom needs and ensure that the current students' ability to complete their courses is not disrupted. We presume that AIME members

Arnold P. Lutzker, Esq.  
October 21, 2009  
Page 2

have no objection to the library continuing to provide access to the content at the library's on-site viewing facilities.

2. AIME to provide the IMCS with the list of all titles from the IMCS catalog that are owned by AIME members, or provide the identification of the distributors represented by AIME. This is to ensure that UCLA knows all of the content that is the subject of these negotiations and any resolution. A link to the IMCS collection can be found at:  
<http://www.media2.oid.ucla.edu/>.
3. The parties will meet at UCLA on a mutually agreeable date to attempt to negotiate terms for a one year, renewable, license that will permit the IMCS to stream a high-resolution digital version of all content represented by AIME, and other related terms.
4. All copyright holders represented by AIME will agree to a full and complete release of all claims against The Regents of the University of California, and its UCLA campus, employees, etc. arising from UCLA's copying, distribution and other use of their content and the parties will enter into a settlement agreement.

We believe this is a reasonable framework for moving ahead with a beneficial business relationship that resolves the dispute. We look forward to your response.

Sincerely,



L. Amy Blum, Esq.  
Senior Campus Counsel

cc: Larry Loehner, Associate Vice Provost and Director OID  
Pat O'Donnell, Manager IMCS

**UCLA** *Office of Instructional Development*

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**Instructional Media Collections & Services**

**To: Teaching Faculty and Management Services Officers**

Dear Colleagues:

For the past five years the Instructional Media Collections and Services (IMCS) has been pleased to provide instructors with the option to make videos placed on reserve also available via their password protected course website.

Recently the IMCS received a cease and desist demand from AIME, a trade organization whose membership includes video publishers. While IMCS exercised a good faith belief that its uses were consistent with the exemptions for face-to-face teaching and Fair Use, AIME claims that the uses are not exempt and violate copyright. Although this dispute is on going, we regret to inform you that beginning Winter Quarter 2010 we will be suspending the option for web-streamed access. We sincerely hope that the suspension is temporary and we are working with Campus Counsel to find a solution agreeable to all concerned. In the meantime, you may still place video materials on reserve for viewing in person in the Media Lab; however video streaming via Video Furnace of materials other than those for which the instructor or the Regents own the copyrights will be suspended until further notice.

In addition to the suspension of Video Furnace services, the reduction in funding for the Media Lab has made it necessary to reduce operating hours. Effective Winter Quarter 2010, the OID Media Lab operating hours will be:  
Monday through Thursday from 10 a.m. - 7 p.m.  
Friday from 9 a.m. - 6 p.m.

We apologize for the inconvenience these changes will result in for you and your students and hope to find a solution soon.

Sincerely,

***Patricia O'Donnell***

Manager

OID Instructional Media Collections & Services and Media Lab

**EXHIBIT 20**

# Lutzker Lutzker LLP

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Suite 703  
Washington, DC 20036

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fax 202.408.7677

[www.lutzker.com](http://www.lutzker.com)

October 28, 2009

VIA FEDEX and EMAIL  
[ablum@conet.ucla.edu](mailto:ablum@conet.ucla.edu)

L. Amy Blum, Esq.  
Senior Campus Counsel  
UCLA Chancellor's Office  
Box 951405  
2147 Murphy Hall  
Los Angeles, CA 90095-1405

Dear Ms. Blum:

We are in receipt of your letter dated October 21, 2009.

Let me start by acknowledging that AIME is encouraged by UCLA's stated willingness to meet to resolve this matter. However, so that we have a mutually understood framework and basis for meeting, there are a number of points that should be clarified.

First, you state that UCLA will stop streaming content outside the library premises starting December 20, 2009. This is predicated on what you state is your previously articulated "good faith basis" for asserting fair use. Let me be clear about this point. Pursuant to §504(c)(2) of the Copyright Act, in case of infringement, if an employee or agent of a nonprofit educational institution, library or achieves, acting within the scope of employment has "reasonable grounds for believing that his or her use of the copyright work was a fair use under section 107," a court may remit statutory damages. However, while you continue to assert UCLA's claim to fair use, you have not attempted to address the specific objections we set forth in our communication dated September 16, 2009, indicating that fair use is not applicable to UCLA's activities. Absent clear refutation of the challenges we presented to your assertion of fair use, we do not believe that there exists "reasonable grounds" for a fair use claim that satisfies the statutory requirement for remittitur.

L. Amy Blum, Esq.  
Senior Campus Counsel  
October 28, 2009  
Page 2

Moreover, it is totally inaccurate to assert that AIME members have not made high resolution digital content available for uses similar to those UCLA has undertaken. Many AIME members have marketed videos with these rights since 2002, or even earlier. Therefore, please be advised that not only do we dispute your suggestion that UCLA had reasonable grounds to claim fair use from the inception of its streaming activity, but also, subsequent to receipt of our letter, continued streaming of AIME member works is knowing infringement. In short, there is no exemption or fair use defense for your actions to continue through December 20, 2009. I would add further, so you are not mistaken, that AIME is not in a position to grant either a general exemption or license with respect to your continuing activities. You are on notice that UCLA proceeds in this fashion at its own risk.

Second, you state that UCLA "presume[s] that AIME members have no objection to the library continuing to provide access to the content at the library's on-site viewing facilities." To the contrary, any exploitation of works is subject to the terms or conditions between UCLA and specific video providers. As a trade association, AIME is not in a position to provide legal assurance with respect to exploitation of unspecified works, on behalf of unidentified publishers. As with all other works acquired by UCLA, access and use of the works within the libraries' on-site viewing facilities are subject to the terms and conditions of the specific licenses and the Copyright Act.

Third, as to your request that AIME provide the IMCS with a list of all titles from its catalogs of its members that are the subject of these discussions, we respectfully submit this is not an acceptable way to proceed. To the extent there is a burden of identifying works to be addressed, we submit this is UCLA's. Therefore, we ask that IMCS identify all works that it has streamed to date, and all additional works for which it seeks a license. AIME should be provided with a complete list by title, publisher/distributor and format. To the extent the works have already been digitized and streamed, the dates of those actions should also be provided.

AIME's position is simple and straightforward: it is UCLA's duty to comply with the terms of its licenses and copyright law. It is inappropriate to put AIME and its members in a position to identify titles that UCLA might wish to reproduce and stream to classrooms. We reiterate that IMCS is in the best position to know the works it has handled in this fashion, and the works it wishes to exploit in the future. With an available list, we will be in a position to identify the AIME members whose rights are affected by the IMCS activities, and also to gain an appreciation of the scope of UCLA's needs.

Fourth, while we are prepared to have serious discussions with UCLA regarding the copyright implications of Video Furnace, we are mindful of provisions of state and federal anti-trust laws that may be implicated by any effort to resolve this dispute. Therefore, we reserve our position

L. Amy Blum, Esq.  
Senior Campus Counsel  
October 28, 2009  
Page 3

as to how to appropriately structure any potential resolution. It may be necessary for AIME to negotiate general principles, but leave the final terms to UCLA and individual publishers.

I would be remiss in not stating that it has been disconcerting to AIME that your letter suggests that UCLA cannot be held responsible for its failure to comply with the Copyright Act. Prior to implementing the Video Furnace project, it was UCLA's responsibility to ascertain whether underlying rights were secured, and if not, an effort should have been made to acquire them. AIME believes that it is UCLA's responsibility to negotiate for the rights it wishes to secure, aware that such rights may be held by AIME members – or others. For example, aside from AIME members, there are video works owned by members of MPAA, with whom we have communicated about this issue. There are likely many studio films within the ICMS catalog that will need to be covered by separate licenses.

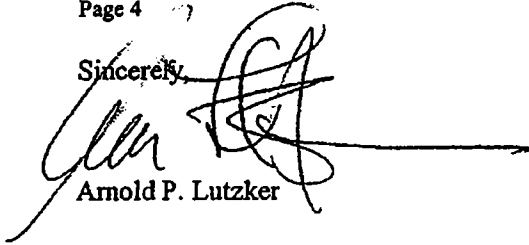
As stated, we would like to meet with the Chancellor and his legal advisors as soon as possible. Our plan would be to understand precisely what UCLA is doing with the subject videos, how it is digitizing and storing them, what educational needs it is pursuing, what materials it could receive from video publishers that would obviate the infringements, and then to work out the reasonable terms and conditions that individual publishers should find acceptable. We also need to know more about the relationship between UCLA and Video Furnace, as well as the other institutions which teamed with UCLA in developing the Video Furnace software. Further, we are looking for a clear statement by UCLA in its published copyright policies as to "best practices" in this area.

We are not, however, prepared, to execute license agreements on behalf of AIME members. This action must be taken by each member individually. If it seems desirable for AIME to serve as a clearinghouse for services associated with such uses, and if there were general agreement by UCLA and AIME members, then we would look for a mechanism to serve in that capacity. So that you are not under any misimpression, we reiterate that the decision to license UCLA for these purposes and the terms of such licenses will be arranged directly with individual publishers

Regardless of the outcome of our negotiations, on behalf of the members of AIME, we want to state in a clear and unmistakable voice that we expect an immediate cessation of all streaming inside and outside of the library of all video products for which streaming rights have not been secured. This is a responsible precondition to our meeting and will ensure that the parties proceed in good faith. We hope to receive an immediate response agreeing to a meeting and agreeing to comply with our cease and desist request. Absent such a framework, then there may be little to discuss and AIME members will then consider all appropriate legal options.

L. Amy Blum, Esq.  
Senior Campus Counsel  
October 28, 2009  
Page 4

Sincerely,

A handwritten signature in black ink, appearing to read 'Arnold P. Lutzker', with a long horizontal line extending to the right.

Arnold P. Lutzker



**EXHIBIT 21**

## **UCLA faculty principles on the use of streaming videos and other educational content**

February 16, 2010

Submitted to Gene Block, UCLA Chancellor, and Scott Waugh, Executive Vice Chancellor and Provost, on behalf of the Information Technology Planning Board and the Academic Senate.

The Information Technology Planning Board (ITPB) and the Academic Senate were asked by EVC Waugh to identify our principles of academic concern with respect to the current matter of streaming videos.

Following a review of the recently published articles, blogs, and UCLA statements about the use of Video Furnace for course instruction, the ITPB held a plenary meeting on February 11, 2010 to address our concerns and identify our principles. The discussion was co-chaired by Prof. Robin Garrell, Chair of the Academic Senate, and Prof. Christine Borgman, Chair of the ITPB. A subcommittee of ITPB\*, plus Prof. Garrell, drafted these principles as the summary of the ITPB meeting.

These principles were strongly endorsed:

- University instruction has long ceased to be bounded by the four walls of a physical classroom. Students and instructors interact with each other, and with learning resources, on a 24/7 basis. The virtual classroom *is* the UCLA classroom of today for UCLA.
- UCLA is a leader, but is by no means alone in embracing the virtual classroom. The pedagogical opportunities made possible by Internet technologies, distributed access, and new forms of course content are now critical components of higher education.
- Streaming video is an essential type of content for instruction. It must be available in the virtual classroom, along with other types of educational content that are appropriate to the pedagogy of the course.
- UCLA use of streaming technologies, whether for video, audio, or other types of media, serves the purpose of time-shifting for students and faculty alike. Time-shifting has significant educational benefits. Students can study and interact with their educational course materials at times that best suit their learning styles.
- If it would be lawful for a teacher to show a particular piece of multimedia to students enrolled in a class that meets in a physical classroom, it should be fair use to permit the viewing or hearing of that multimedia, through time-shifting technologies, in a virtual classroom that restricts access to those same enrolled students.
- UCLA must maximally assert its rights to use intellectual property within the bounds of existing copyright laws.
- Pedagogical concerns should determine what content, and what portion of any given work, should be required viewing, listening, or reading by students. Faculty may be asked to specify the pedagogical reasons for requiring students to use (watch, listen, read) any given work.
- We will work in concert with other UC campuses and other universities to protect rights for the

educational use of materials.

- The temporary prohibition on use of the OID streaming video service has caused substantial hardship to our educational mission:
  - The OID streaming video service is of great benefit to graduate and undergraduate students. It allows them the flexibility to schedule their time for optimum productivity and to watch assigned videos when they best can contemplate and respond to multi-sensory materials. The service also exposes students to a broader range of educational experiences.
  - The hardships caused to students by the temporary suspension of the OID streaming video service are physical, emotional, and economic. Students' time during business hours – when OID labs can be staffed – often is fully consumed by classes, study groups, employment, and commuting. If videos and other educational content are not available in the virtual classroom, then students are faced with difficult choices such as not doing their coursework, avoiding courses that require non-print media (which is only a short term solution, as students will have difficulty completing their degrees without these courses), lost income by taking time off work, or increased costs for extra commuting. Additional trips to campus also increase traffic, parking congestion, and have detrimental environmental effects.
- The OID streaming video service should be restored as soon as possible. To do so may require that each participating instructor specify the pedagogical need for the service.

\*Christine Borgman and Robin Garrell, Co-Chairs; Kathleen Komar, Jim Davis, Jerry Kang, Ann Karagozian, Sam Morabito

**EXHIBIT 22**

UNIVERSITY OF CALIFORNIA, LOS ANGELES

UCLA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF THE CHANCELLOR  
BOX 951405  
LOS ANGELES, CALIFORNIA 90095-1405

March 2, 2010

Direct Phone: (310) 825-2284  
Facsimile: (310) 206-2390  
Email: abkum@conet.ucla.edu

**VIA EMAIL**

Arnold P. Lutzker, Esq.  
Lutzker & Lutzker LLP  
1233 20<sup>th</sup> Street, NW  
Suite 703  
Washington, DC 20036

Re: Your Clients AIME and Ambrose's dispute with UCLA Instructional Media Collections and Services ("IMCS")

Dear Mr. Lutzker:

We appreciate your patience while the campus worked through the various issues raised by your clients' assertion that video streaming for educational purposes constitutes copyright infringement. The campus reviewed the issues at the highest levels of both academic and administrative leadership. Based on this additional review, the campus has decided to restart its streaming service, subject to some procedural modifications.

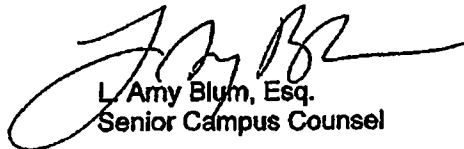
As we previously advised, the streaming service offered by UCLA IMCS does not constitute copyright infringement because it falls within the exemptions for fair use (17 U.S.C. §107) and face to face teaching (17 U.S.C. §110(1)). We also have now determined that the TEACH Act, (17 U.S.C. §110(2)) applies. Without rehashing our prior analysis or fully addressing each of these exemptions, we want to remind you that UCLA's service would qualify as the same type of "time-shifting" and "space-shifting" that the United States Supreme Court and the Ninth Circuit have long found permitted by the Copyright Act. (See *Sony Corp. of America v. Universal City Studios, Inc.* (1984) 464 U.S. 417 (time-shifting), and *Recording Industry Association of America v. Diamond Multimedia Systems, Inc.* (9<sup>th</sup> Cir. 1999) 180 F.3d 1072 (space-shifting).) UCLA provides extensive protections to ensure that only the users already permitted to view the content (students in a specific class) ever have access to the streamed content.

Arnold P. Lutzker, Esq.  
March 2, 2010  
Page 2

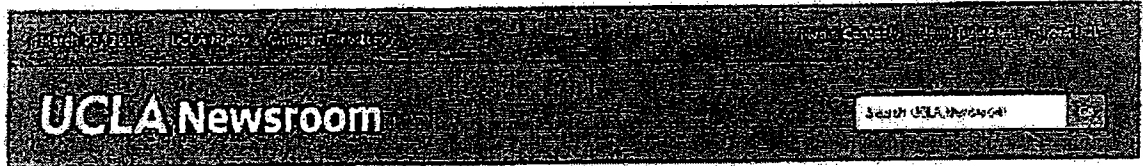
Nevertheless, in order to make the legal basis for including content for video streaming by UCLA IMCS more transparent, UCLA will now require all faculty requesting streamed video for a particular course to provide an explanation of the pedagogical need for the requested content and how that content is integral to the classroom experience. This will provide an extra layer of assurance that the requested use for each class is consistent with those permitted under the Copyright Act.

I realize that your clients may be disappointed by this decision, but I do hope that they will appreciate UCLA's effort to add further steps in our procedure to enhance its copyright compliance.

Sincerely,



L. Amy Blum, Esq.  
Senior Campus Counsel



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## Campus to restart streaming of instructional video content

By Phil Hampton March 02, 2010

UCLA is taking steps to restore the streaming of previously purchased instructional content behind password-protected course websites, a practice the campus believes is permitted under various provisions in the federal Copyright Act.

Campus officials temporarily suspended the practice in January as a good-faith gesture while UCLA attempted to resolve a copyright claim with a trade association. After carefully reviewing options and implications, UCLA has notified the Association for Information Media and Equipment (AIME) that it intends to restore the service.

"Course instruction long ago ceased to be bound by the walls of the classroom, and we are obligated to provide students with appropriate instructional content in whatever medium helps to foster an effective learning environment," said Jim Davis, UCLA vice provost for information technology and chief academic technology officer. "We're well aware the outcome of this dispute could affect other educational institutions, and it's important that UCLA take a leadership role and demonstrate just how critical the appropriate use of technology is to our educational mission."

Campus officials say the instructional uses in which UCLA engages are permitted under the fair-use limitation on the exclusive rights of a copyright owner. For example, UCLA's practices are consistent with landmark court rulings that allowed video recording of television programs for viewing at a later date (so-called "time-shifting") and the transfer of musical content from one device to another ("space-shifting").

The safe harbor of the TEACH Act, which permits transmissions of content for educational purposes, and the face-to-face exemption of the Copyright Act also support UCLA's uses.

Campus officials estimate that streamed content will return to course websites during the 2010 spring quarter. Faculty are first being asked to specify the educational purpose of making videos available as part of their instruction.

"While we believe our previous protocols were consistent with applicable laws, this modification provides an extra layer of assurance and transparency so that we can resume streaming videos as soon as possible rather than prolonging the impact on students and faculty through additional negotiations," Davis said.

UCLA's decision to restart the streaming of instructional content was informed in part by principles developed jointly by the Academic Senate and the UCLA Information Technology Planning Board (ITPB), the faculty-administration committee charged with IT policy.

"The streaming video service directly benefits the learning experience of students," said Robin Curcell, chair of the UCLA Academic Senate and professor of chemistry and biochemistry. "It allows them the flexibility to view instructional materials at times that ensure maximum productivity, when they can best concentrate and respond to the materials, and it exposes them to a broader range of educational material."

The UCLA faculty and administration quickly reached consensus on both the need to restore these essential instructional services and to assert our rights to use intellectual property within the bounds of existing copyright laws," said Christine Borgman, chair of the Information Technology Planning Board and UCLA Presidential Professor of Information Studies.

Under the auspices of the UCLA Office of Instructional Development, campus Instructional Media Collections & Services (IMCS) spends approximately \$45,000 annually to purchase media specifically for instructional uses. In 2005, UCLA began converting titles requested by faculty into a streamable format and making them available to students for coursework.

Content examples include Shakespeare productions for English courses, foreign-language films for linguistic and foreign-language courses, and documentaries for history and sociology courses — all integral to the class instruction of students. To protect against unintended uses, streamed material is available only behind password-protected course websites, only to students enrolled in the applicable course, and only via the UCLA intranet. These measures prevent downloading, uploading, file-sharing and copying.

In May 2009, UCLA was approached by a single distributor of DVDs who, for the first time, offered streamed content for instructional purposes. UCLA indicated interest in the new products but also advised that it was streaming previously purchased content. Only after that time did the trade association allege a copyright violation.

In a good-faith gesture to allow the parties to discuss possible resolution of the dispute outside the legal system, UCLA temporarily suspended the posting of streamed content, effective at the start of the winter quarter in January 2010.

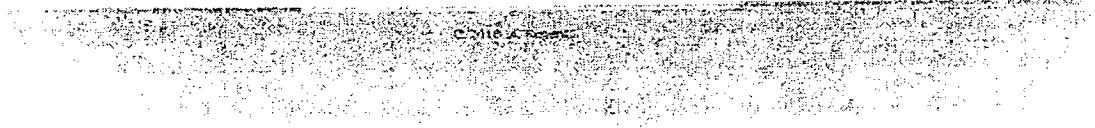
To minimize the impact on students, the content will remain available to view in the Office of Instructional Development media lab under extended hours through the spring quarter.



Media Contacts  
Phil Hampton  
310-206-1460  
phampton@support.ucla.edu

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Terms of Use University of California Office of Media Relations and Public Outreach





**EXHIBIT 23**

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-646

Effective date of  
registration:  
July 22, 2010

## Title

Title of Work: Othello: The Complete Dramatic Works of William Shakespeare BBC/Time Life  
Producer

## Completion/Publication

Year of Completion: 2001

Date of 1st Publication: April 1, 2001

Nation of 1st Publication: United States

International Standard Number: ISBN 1-58281-152-0

## Author

Author: Ambrose Video Publishing, Inc.

Author Created: entire motion picture

Work made for hire: Yes

Domiciled in: United States

## Copyright claimant

Copyright Claimant: Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

Organization Name: Ambrose Video Publishing, Inc.

Telephone: 800-526-4663

Address: 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

Name: Stephanie Armocida

Date: December 13, 2010

---

**Correspondence: Yes**



# Certificate of Registration



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*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-639

Effective date of  
registration:  
July 22, 2010

## Title

Title of Work: *Timon of Athens: The Complete Dramatic Works of William Shakespeare* BBC/Time Life Producer

## Completion/Publication

Year of Completion: 2001

Date of 1st Publication: April 1, 2001

Nation of 1st Publication: United States

International Standard Number: ISBN 1-58281-159-8

## Author

Author: Ambrose Video Publishing, Inc.

Author Created: entire motion picture

Work made for hire: Yes

Domiciled in: United States

## Copyright claimant

Copyright Claimant: Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

Organization Name: Ambrose Video Publishing, Inc.

Address: 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

Name: Stephanie Armocida

Date: December 13, 2010

**Correspondence: Yes**



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*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-641

Effective date of  
registration:  
July 22, 2010

## Title

Title of Work: Merchant of Venice: The Complete Dramatic Works of William Shakespeare BBC/Time-Life Producer

## Completion/Publication

Year of Completion: 2001

Date of 1st Publication: April 1, 2001

Nation of 1st Publication: United States

International Standard Number: ISBN 1-58281-149-0

## Author

Author: Ambrose Video Publishing, Inc.

Author Created: entire motion picture

Work made for hire: Yes

Domiciled in: United States

## Copyright claimant

Copyright Claimant: Ambrose Video Publishing, Inc

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

Organization Name: Ambrose Video Publishing, Inc

Email: stephaniearmocida@ambrosevideo.com

Telephone: 800-526-4663

Address: 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

Name: Stephanie Armocida

Date: December 13, 2010

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**Correspondence: Yes**



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Register of Copyrights, United States of America

Registration Number  
PA 1-710-644

Effective date of  
registration:  
July 22, 2010

## Title

**Title of Work:** Julius.Caesar: The Complete Dramatic Works of William Shakespeare BBC/Time Life Producer

## Completion/Publication

**Year of Completion:** 2001

**Date of 1st Publication:** April 1, 2001

**Nation of 1st Publication:** United States

**International Standard Number:** ISBN 1-58281-143-1

## Author

▪ **Author:** Ambrose Video Publishing, Inc.

**Author Created:** entire motion picture

**Work made for hire:** Yes

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

**Organization Name:** Ambrose Video Publishing, Inc.

**Address:** 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

**Name:** Stephanie Armocida

**Date:** December 13, 2010



**Correspondence: Yes**



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*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-645

Effective date of  
registration:  
July 22, 2010

## Title

**Title of Work:** King Lear: The Complete Dramatic Works of William Shakespeare BBC/Time-Life Producer

## Completion/Publication

**Year of Completion:** 2001

**Date of 1st Publication:** April 1, 2001

**Nation of 1st Publication:** United States

## Author

■ **Author:** Ambrose Video Publishing, Inc.

**Author Created:** entire motion picture

**Work made for hire:** Yes

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

**Organization Name:** Ambrose Video Publishing< Inc

**Email:** stephaniearmocida@ambrosevideo.com

**Telephone:** 800-526-4663

**Address:** 145 West 45th Street

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New York, NY 10036 United States

## Certification

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**Date:** December 13, 2010

**Correspondence: Yes**



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*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-636

Effective date of  
registration:  
July 22, 2010

## Title

**Title of Work:** Macbeth: The Complete Dramatic Works of William Shakespeare BBC/Time-Life Producer

## Completion/Publication

**Year of Completion:** 2001

**Date of 1st Publication:** April 1, 2001

**Nation of 1st Publication:** United States

**International Standard Number:** ISBN

1-58281-147-4

## Author

▪ **Author:** Ambrose Video Publishing, Inc.

**Author Created:** entire motion picture

**Work made for hire:** Yes

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

**Organization Name:** Ambrose Video Publishing, Inc.

**Email:** stephaniearmocida@ambrosevideo.com

**Telephone:** 800-526-4663

**Address:** 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

**Name:** Stephanie Armocida

**Date:** December 13, 2010

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**Correspondence: Yes**



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*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-637

Effective date of  
registration:  
July 22, 2010

## Title

**Title of Work:** Measure for Measure: The Complete Dramatic Works of William Shakespeare  
BBC/Time-Life Producer

## Completion/Publication

**Year of Completion:** 2001

**Date of 1st Publication:** April 1, 2001

**Nation of 1st Publication:** United States

**International Standard Number:** ISBN 1-58281-148-2

## Author

**Author:** Ambrose Video Publishing, Inc.

**Author Created:** entire motion picture

**Work made for hire:** Yes

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

**Organization Name:** Ambrose Video Publishing, Inc

**Email:** stephaniearmocida@ambrosevideo.com

**Telephone:** 800-526-4663

**Address:** 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

**Name:** Stephanie Armocida

**Date:** December 13, 2010

---

**Correspondence: Yes**



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
**PA 1-710-629**

Effective date of  
registration:  
July 22, 2010

## Title

**Title of Work:** Coriolanus: The Complete Dramatic Works of William Shakespeare BBC/Time-Life Producer

## Completion/Publication

**Year of Completion:** 2001

**Date of 1st Publication:** April 1, 2001

**Nation of 1st Publication:** United States

**International Standard Number:** ISBN

1-58281-133-4

## Author

■ **Author:** Ambrose Video Publishing, Inc.

**Author Created:** entire motion picture

**Work made for hire:** Yes

**Domiciled in:** United States

**Anonymous:** Yes

## Copyright claimant

**Copyright Claimant:** Ambrose Video Publishing, Inc

145 West 45th Street, Ste. 1115, New York, NY, 10036

## Rights and Permissions

**Organization Name:** Ambrose Video Publishing, Inc

**Name:** Stephanie Armocida

**Email:** stephaniearmocida@ambrosevideo.com

**Telephone:** 800-526-4663

**Address:** 145 West 45th Street

Ste 1115

New York, NY 10036

## Certification



**Name:** Stephanie Armocida

**Date:** July 21, 2010

---

**Correspondence:** Yes



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-650

Effective date of  
registration:  
July 30, 2010

## Title

Title of Work: Anthony & Cleopatra: The Complete Dramatic Works of William Shakespeare  
BBC/Time-Life Producer

## Completion/Publication

Year of Completion: 2001

Date of 1st Publication: April 1, 2001

Nation of 1st Publication: United States

International Standard Number: ISBN 1-58281-130-X

## Author

Author: Ambrose Video Publishing, Inc.

Author Created: entire motion picture

Work made for hire: Yes

Domiciled in: United States

## Copyright claimant

Copyright Claimant: Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

Organization Name: Ambrose Video Publishing, Inc.

Telephone: 800-526-4663

Address: 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

Name: Stephanie Armocida

Date: December 13, 2010

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Correspondence: Yes



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*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-648

Effective date of  
registration:  
July 30, 2010

## Title

**Title of Work:** The Winter's Tale: The Complete Dramatic Works of William Shakespeare BBC/Time Producer

## Completion/Publication

**Year of Completion:** 2001

**Date of 1st Publication:** April 1, 2001

**Nation of 1st Publication:** United States

**International Standard Number:** ISBN 1-58281-164-4

## Author

**Author:** Ambrose Video Publishing, Inc.

**Author Created:** entire motion picture

**Work made for hire:** Yes

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** Ambrose Video Publishing, Inc.

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New York, NY 10036 United States

## Certification

**Name:** Stephanie Armocida

**Date:** December 13, 2010

---

**Correspondence: Yes**



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-710-633

Effective date of  
registration:  
July 30, 2010

## Title

**Title of Work:** The Tempest: The Complete Dramatic Works of William Shakespeare BBC/Time Life Producer

## Completion/Publication

**Year of Completion:** 2001

**Date of 1st Publication:** April 1, 2001

**Nation of 1st Publication:** United States

**International Standard Number:** ISBN 1-58281-158-X

## Author

■ **Author:** Ambrose Video Publishing, Inc.

**Author Created:** entire motion picture

**Work made for hire:** Yes

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** Ambrose Video Publishing, Inc.

145 West 45th Street, Ste 1115, New York, NY, 10036, United States

## Rights and Permissions

**Organization Name:** Ambrose Video Publishing, Inc.

**Telephone:** 800-526-4663

**Address:** 145 West 45th Street

Ste 1115

New York, NY 10036 United States

## Certification

**Name:** Stephanie Armocida

**Date:** December 13, 2010

---

**Correspondence: Yes**



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Margbeth Peters*

Register of Copyrights, United States of America

Registration Number  
PA 1-691-394

Effective date of  
registration:  
July 19, 2010

## Title

Title of Work: Hamlet: The Complete Dramatic Works of William Shakespeare BBC/Time-Life  
Poducer

## Completion/Publication

Year of Completion: 1980

Date of 1st Publication: September 1, 1980

Nation of 1st Publication: United Kingdom

International Standard Number: ISBN 1-58281-135-0

## Author

■ Author: The British Broadcasting Corporation

Author Created: entire motion picture

Work made for hire: Yes

■ Author: Time-Life Films, Inc.

Author Created: entire motion picture

Work made for hire: Yes

## Copyright claimant

Copyright Claimant: The British Broadcasting Corporation

Copyright Claimant: Time-Life Films, Inc.

## Rights and Permissions

Organization Name: AMBROSE VIDEO PUBLISHING INC

Address: 145 WEST 45TH STREET

NEW YORK, NY 10036 United States

## Certification





**EXHIBIT 24**

## Arnold Lutzker

---

**From:** Arnold Lutzker  
**Sent:** Friday, February 11, 2011 6:42 PM  
**To:** 'R. James Slaughter'  
**Subject:** Please see attached.  
**Attachments:** Letter to J. Slaughter.pdf -

Arnold P. Lutzker  
Lutzker & Lutzker LLP  
1233 20th Street, NW, Suite 703  
Washington, DC 20036  
Tel. 202-408-7600 Extension 1  
Fax 202-408-7677  
Email: [arnie@lutzker.com](mailto:arnie@lutzker.com)  
Web: [www.lutzker.com](http://www.lutzker.com)

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, WE INFORM YOU THAT ANY TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (1) AVOIDING TAX-RELATED PENALTIES UNDER THE INTERNAL REVENUE CODE OR (II) PROMOTING, MARKETING, OR RECOMMENDING TO ANOTHER PARTY ANY TAX-RELATED MATTER ADDRESSED HEREIN. THE INFORMATION CONTAINED IN THIS EMAIL MESSAGE IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE PERSONAL USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE AND OTHERS WHO HAVE BEEN SPECIFICALLY AUTHORIZED TO RECEIVE IT. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS TRANSMISSION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY BY EMAIL AND DELETE THE ORIGINAL MESSAGE. THANK YOU FOR YOUR COOPERATION.

# Lutzker Lutzker LLP

1233 20th Street, NW  
Suite 703  
Washington, DC 20036

tel 202.408.7600  
fax 202.408.7677

[www.lutzker.com](http://www.lutzker.com)

R. James Slaughter, Esq.  
Keker & Van Nest  
710 Sansome Street  
San Francisco, CA 94111-1704

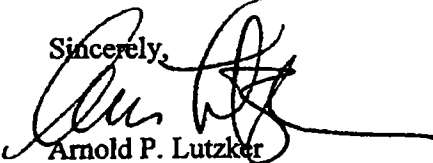
Re: AIME v. UCLA

Dear Jamie:

As you are aware, our client Ambrose Video Publishing (AVP) has determined that the University of California at Los Angeles has breached the Terms and Conditions of its license agreements for video content licensed to it and is in material default of the license agreements. After notification by AVP, UCLA has failed to cure. Further, based on the stated posture of UCLA, AVP has been given notice of anticipatory breach of licenses not already breached.

Therefore, pursuant to those Terms and Conditions, copies of which are attached hereto, we hereby demand repossession all videos licensed by UCLA from AVP. These include the series of BBC Plays of William Shakespeare acquired in 2006, the DVD Series Childhood acquired in 2007 and the Long Search Series acquired in 2009, all set forth in the attachment. Failure immediately to return these programs will result in AVP taking all effective measures to secure same, including legal action.

Sincerely,



Arnold P. Lutzker

15

**Opal Lesmond**

---

**From:** <orders@ambrosevideo.com>  
**To:** <orders@ambrosevideo.com>  
**Sent:** Thursday, June 08, 2006 1:15 PM  
**Subject:** Ambrose Video Order Confirmation

Referrer: <http://www.google.com/search?q=Ambrose+Video&start=0&ie=utf-8&oe=utf-8&client=firefox-a&rls=org.mozilla:en-US:official>

Thank you for your order! Your order has been received. Transit time will depend upon whether you have chosen standard or premium freight options. If your order is shipping standard freight, it should arrive within 7-14 working days.

Please contact us at our toll free number (800)526-4663 if you do not receive your DVD/tapes(s).

**Ambrose Video Order**

**Customer Info:**

**Customer Number:** 143015  
**Customer Name:** Patricia O'Donnell  
**Company:** University of California Los Angeles  
**Address:** IML - 46 Powell Library Building  
**(contd)** Los Angeles, ca|US 90095-1517  
**Email:** [odonnell@ucla.edu](mailto:odonnell@ucla.edu)  
**pb:** 310/206-1248  
**fx:** 310/206-5392

Shipping Address is same as above  
- Begin List Of Videos & Series -

**Ambrose Number:** SH-DVD--1-37  
**Video:** BBC Shakespeare Plays - DVD:  
**Qty @ \$:** 1 @ \$1,499.99  
**TOTAL:** \$ 1,499.99  
- End List Of Videos & Series -

**Video Subtotal:** \$1,499.99  
**Ship Method:** Standard  
**Shipping:** \$59.00  
**Tax Total:** \$123.75

**GRAND TOTAL:** \$1,682.74

**Order Number:** 145507

**THIS CREDIT CARD HAS BEEN PROCESSED**

*F-CA 1803*

*CA 3906*

**Ambrose Video Publishing, Inc.**  
 145 West 45th Street  
 Suite 1115  
 New York, NY 10036

# Invoice

Customer No.: I-CA1853  
 Invoice No.: 59256

**Bill To: UNIV OF CALIFORNIA - LOS ANGELES**  
 46 POWELL LIBRARY, INSTRUCTIONAL  
 MEDIA  
 ATTN: PATRICIA O'DONNELL  
 LOS ANGELES, CA 90095-1517

**Ship To: UNIV OF CALIFORNIA - LOS ANGELES**  
 46 POWELL LIBRARY, INSTRUCTIONAL  
 MEDIA  
 ATTN: PATRICIA O'DONNELL  
 LOS ANGELES, CA 90095-1517

Date		Ship Via		F.O.B.		Terms	
06/12/06		UPS		Origin		Net 30	
Purchase Order Number			Order Date		Sales Person		Our Order Number
145507			06/08/06		Territory		118933
Required	Quantity		Item Number	Description		Unit Price	Amount
	Shipped	B.O.					
1	1		SHHV-DVD-024	SH: A MIDSUMMER NIGHTS		40.54	40.54
1	1		SHHV-DVD-025	SH: RICHARD III		40.54	40.54
1	1		SHHV-DVD-026	SH: MACBETH		40.54	40.54
1	1		SHHV-DVD-027	SH: MERRY WIVES OF WIND.		40.54	40.54
1	1		SHHV-DVD-028	SH: KING LEAR		40.54	40.54
1	1		SHHV-DVD-029	SH: CYMBELINE		40.54	40.54
1	1		SHHV-DVD-030	SH: PERICLES		40.54	40.54
1	1		SHHV-DVD-031	SH: TWO GENTLEMEN OF		40.54	40.54
1	1		SHHV-DVD-032	SH: CORIOLANUS		40.54	40.54
1	1		SHHV-DVD-033	SH: KING JOHN		40.54	40.54
1	1		SHHV-DVD-034	SH: TITUS ADRONICUS		40.54	40.54
1	1		SHHV-DVD-035	SH: MUCH ADO ABOUT		40.54	40.54
1	1		SHHV-DVD-036	SH: LOVE'S LABOURS LOST		40.54	40.54
1	1		SHHV-DVD-037	SH: COMEDY OF ERRORS		40.54	40.54

Invoice subtotal	1499.99
Freight charges	59.00
Sales tax @ 9.750%	123.75
<b>Invoice total</b>	<b>1682.74</b>

Thank You

1/9

**AMBROSE VIDEO PUBLISHING, INC.**

145 WEST 45TH STREET • SUITE 1115  
 NEW YORK, NY 10036  
 (800) 526-4663 • www.ambrosevideo.com

**SALES ORDER**

**118033**

CUSTOMER NO. ICA1853

*570037*

BILL TO:

UNIV OF CALIFORNIA - LOS ANGELES  
 46 POWELL LIBRARY, INSTRUCTIONAL MEDIA  
 ATTN: PATRICIA O'DONNELL  
 LOS ANGELES, CA 90095-1517

SHIP TO:

UNIV OF CALIFORNIA - LOS ANGELES  
 46 POWELL LIBRARY, INSTRUCTIONAL  
 MEDIA  
 ATTN: PATRICIA O'DONNELL  
 LOS ANGELES, CA 90095-1517

DATE	TIME	DATE	TIME	DATE	TIME
FROM THE ORDER NUMBER	ORDER LINE	ORDER NUMBER	ORDER LINE	ORDER NUMBER	ORDER LINE
					118033
QUANTITY	UNIT PRICE	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		SHIV-DVD-001	SH: JULIUS CAESAR	40.54	40.54
1		SHIV-DVD-002	SH: AS YOU LIKE IT	40.54	40.54
1		SHIV-DVD-003	SH: ROMEO & JULIET	40.54	40.54
1		SHIV-DVD-004	SH: RICHARD II	40.54	40.54
1		SHIV-DVD-005	SH: MEASURE FOR MEASURE	40.54	40.54
1		SHIV-DVD-006	SH: HENRY VII	40.54	40.54
1		SHIV-DVD-007	SH: HENRY IV, PART 1	40.54	40.54
1		SHIV-DVD-008	SH: HENRY IV, PART 2	40.54	40.54
1		SHIV-DVD-009	SH: HENRY V	40.54	40.54
1		SHIV-DVD-010	SH: 12TH NIGHT	40.54	40.54
1		SHIV-DVD-011	SH: HAMLET	40.54	40.54
1		SHIV-DVD-012	SH: THE TEMPEST	40.54	40.54
1		SHIV-DVD-013	SH: TAMING OF THE SHREW	40.54	40.54
1		SHIV-DVD-014	SH: MERCHANT OF VENICE	40.54	40.54
1		SHIV-DVD-015	SH: ANTONY & CLEOPATRA	40.54	40.54
1		SHIV-DVD-016	SH: ALL'S WELL THAT ENDS W.	40.54	40.54
1		SHIV-DVD-017	SH: TRION OF ATHENS	40.54	40.54
1		SHIV-DVD-018	SH: THE WINTERS TALE	40.54	40.54
1		SHIV-DVD-019	SH: OTHELLO	40.54	40.54
1		SHIV-DVD-020	SH: TROILUS & CRESSIDA	40.54	40.54

2010

Thank You

**AMBROSE VIDEO PUBLISHING, INC.**  
145 WEST 45TH STREET • SUITE 1115  
NEW YORK, NY 10036  
(800) 526-4663 • www.ambrosevideo.com

# SALES ORDER

**118933**

CUSTOMER NO. **LCA1853**

*118933*

**BILL TO:**

**UNIV OF CALIFORNIA - LOS ANGELES**  
**48 POWELL LIBRARY, INSTRUCTIONAL MEDIA**  
**ATTN: PATRICIA O'DONNELL**  
**LOS ANGELES, CA 90095-1517**

**SHIP TO:**

**UNIV OF CALIFORNIA - LOS ANGELES**  
**48 POWELL LIBRARY, INSTRUCTIONAL**  
**MEDIA**  
**ATTN: PATRICIA O'DONNELL**  
**LOS ANGELES, CA 90095-1517**

DATE	SHIP TO	FROM	TERMS
BUYER NAME / ORDER NUMBER	ORDER DATE	SALES PERSON	ORDER TOTAL
QUANTITY	UNIT PRICE	DESCRIPTION	AMOUNT
		Order subtotal	1400.00
		Freight charges	80.00
		Sales tax @ 8.250%	128.75
		<b>Order total</b>	<b>1608.75</b>
		<i>10lbs</i>	
		<i>14.11</i>	

*Thank You*



# TERMS AND CONDITIONS

AGREEMENT between AMBROSE VIDEO PUBLISHING, INC. (hereinafter called "Ambrose") and the Party (hereinafter called "Customer") named on the order form (hereinafter called "Schedule").

**1. License:** Ambrose grants Customer and Customer accepts from Ambrose the limited license under copyright to exhibit one or more of the films, video and/or sound filmstrip programs or both ordered or rented by Customer (hereinafter called "Programs"), but only for exhibition to non-paying private audiences during the period set forth and in accordance with the specific terms of said order or rental; and Ambrose hereby licenses to Customer and Customer licenses from Ambrose each Program in 16mm film, DVD or video cassette type ordered.

**CUSTOMER ACKNOWLEDGES THAT THE PROGRAMS MAY NOT BE DUPLICATED, BROADCAST, TRANSMITTED BY CABLE OR OTHERWISE, ON ANY MULTI-RECEIVER OPEN OR INTERNET SYSTEM, OR DISPLAYED BEFORE THE PUBLIC, WHETHER OR NOT ADMISSION IS CHARGED. CUSTOMER SHALL EXHIBIT THE PROGRAMS ONLY AS HEREIN SPECIFIED AND USE THE PROGRAMS FOR NO OTHER PURPOSE.**

Customer shall not sublicense, sublease or part with possession of any Program received by Customer hereunder. Performing rights to music contained in any Program are not granted herein. Nothing herein shall derogate from any rights of Ambrose or any other copyright proprietor of any Program under the United States Copyright Law or any applicable foreign copyright laws.

**2. Price:** Customer shall pay to Ambrose for the right to exhibit the Programs under the conditions set forth herein the amount required for the order or rental and as set forth in Paragraph 3 hereof immediately upon invoicing by Ambrose.

**3. Payments:** Customer shall pay to Ambrose the following sums in the manner and at the times herein specified, time being of the essence with respect to all such payments:

- (a) the price for each Program as specified in this catalog and together with the delivery charge therefore, and
- (b) any and all taxes, fees and other like charges billed to Ambrose and imposed, levied or based upon this license agreement, the delivery, possession, exhibition or use of any Program, or upon the grant or exercise of any rights hereunder, or upon the sums payable by Customer to Ambrose pursuant hereto; and
- (c) All other charges specified elsewhere in this agreement.

**4. Advertising:** Customer shall not advertise the Programs licensed hereunder in any public media and any advertising undertaken shall recite only the title of the Programs and the performers, if any, and shall prominently set forth that the Programs are an Ambrose Video Publishing, Inc. presentation.

**5. Term:** The term of this license with regard to each Program shall commence as of the date each Program is delivered for shipment to or mailed to the Customer and shall continue for the term of the order.

**6. Reservation of Rights:** Legal title to the Programs and the containers, cassettes or reels on which the Programs are delivered shall at all times remain in Ambrose and all rights therein are reserved to Ambrose and thus any use of the term "Purchase" shall be deemed

to mean only the right and license to use and reuse the Programs hereunder, without limitation as to the number of uses or reuses, but without any change in ownership or title and otherwise subject to and upon the terms and conditions hereof.

**7. Cuts:** Customer shall exhibit each Program only in its entirety and shall not copy, duplicate, sublicense or sublease or part with possession thereof. Customer shall not cut or alter any Program or otherwise edit therewith; and in no event shall any Program be performed or exhibited without complete copyright notices and credits contained therein.

**8. Prevention of Performance:** If Ambrose shall be unable to deliver or prevented from delivering any Program by reason of governmental action, regulation or order or by reason of fire, flood, hurricane, labor dispute, riot, war, catastrophe, or the unavailability of the Program in the film or video system ordered, or without limiting the foregoing any cause beyond the control of Ambrose, this license shall be terminated as to such Program without liability to either party. Customer shall pay to Ambrose 25% of the price paid or payable to Ambrose as the rental price thereof hereunder.

**9. Default:** If Customer defaults hereunder, without limitation of its remedies:

- (a) Ambrose in addition to other remedies may repossess any Program previously delivered hereunder;
- (b) Ambrose may refuse to take further orders from Customer and may refuse to make further shipments of Programs to Customer, and
- (c) Customer agrees to pay Ambrose costs and expenses of collection and/or repossession, including maximum attorney fees permitted by law.

**10. Termination:** In the event that:

- (a) Customer defaults in the timely payment of any sums hereunder, and such default continues for a period of five days, or
- (b) Customer advertises the Program contrary to the provisions of Paragraph 4, or
- (c) Customer defaults with respect to any of the other provisions hereof and fails to cure such default within three (3) days after written notice thereof from Ambrose or
- (d) Customer becomes insolvent, or files a petition in bankruptcy, or is adjudicated bankrupt, or executes an assignment for the benefit of creditors, or an involuntary petition in bankruptcy is filed against Customer, or a receiver or trustee is appointed for any of Customer's property, then, in any one or more of such events, Ambrose may in its discretion at any time thereafter, terminate the license herein granted and all rights to Customer thereunder, such remedy shall be in addition to and without prejudice to any right or remedy in law or equity or provided for elsewhere in this agreement on account of any violation or breach. Immediately upon termination of the license herein granted, Customer shall, at its expense, deliver any and all the Programs previously delivered to it, together with the chips or digital packets, cassettes, DVDs and containers pertaining thereto, to Ambrose and shall pay to Ambrose all moneys payable hereunder.

**11. Limited Warranties and Remedies:** Ambrose warrants each Program to be free from defects in material or workmanship at the time of delivery. In the event of Ambrose's breach of such warranty Customer's exclusive remedy shall be that Ambrose will replace the defective Program provided Customer returns the defective Program to Ambrose. Ambrose hereby disclaims any other warranties, express or implied.

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**UCLA CENTER ON CHILD WELFARE - DEPARTMENT OF SOCIAL WELFARE**

**SCHOOL OF PUBLIC AFFAIRS** 3550 Public Policy Building, Box 951656, Los Angeles, CA 90095-1656

**FAX: (310)206-2716**

This is page 1 of 2 pages in this transmittal (including cover sheet).

Today's Date: 6/13/07

TO: Name: Ambrose Video Publishing FAX Number: 212-768-9282  
Address: loc.  
Phone Number: \_\_\_\_\_

FROM: Selena Lu-Witt Phone: (310)206-2475  
UCLA Center on Child Welfare

ADDRESS: School of Public Affairs  
University of California, Los Angeles  
3250 Public Policy Building  
Box 951656  
Los Angeles, CA 90095-1656

MESSAGE: Hi,  
Please see attached order for your  
DVD set on "Childhood".  
Thank you,  
Selena  
email - sluwitt@ucla.edu

*This communication is intended for the use of the individual(s) or entity to which it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law.*

*If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received the communication in error, please notify us by telephone immediately and return the original document to the sender via mail.*

Tel 310-206-2696 Fax 310-206-2716 <http://www.spa.ucla.edu>

16

LIMITED VALUE ORDER (LVO)

FS DEPT. 0280		CLASS V	SEQ. NO. H0915
DELIVER TO: (2.)		NAME OF PERSON TO CONTACT (3.) Selena Lu-Witt	TELEPHONE (4.) (310)206-2473
		DEPARTMENT NAME (6.) Social Welfare	DATE (5.) 06/11/07
Torrance, CA 90505		AGREEMENT NO. (7.)	

LOC (8.)	ACCOUNT (9.)	CC (10.)	FUND (11.)	PROJECT (12.)	SUB (13.)	OBJECT (14.)	SOURCE (15.)	AMOUNT (16.)
4	406432	SK	20974		03			\$171.86

Y (17.)  
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**AMBROSE VIDEO PUBLISHING, INC.**  
145 W. 45th Street, Suite 1115  
New York, NY 10036  
FAX: 212-758-9282

INVOICE IN DUPLICATE TO: UNIVERSITY OF CA  
(ADDRESS INDICATED BELOW)

a. ACCOUNTS PAYABLE  
10933 WILSHIRE BLVD  
5TH FLOOR  
LOS ANGELES, CA 90024

b. FACILITIES ACCOUNTING  
231 CIRCLE DRIVE SOUTH  
LOS ANGELES, CA 90005

c. OTHER BILL TO ADDRESS:

d. REEDBACH HALL ACCOUNTING  
370 DE NEVE DRIVE  
BOX 83198  
LOS ANGELES, CA 90005

e. DO NOT RETURN ITEMS TO BE WELL CALL  
f. CONFIRMING ORDER DO NOT DUPLICATE  
g. ON CAMPUS DEPARTMENTS (NOT IN CHG)  
DEPT. NAME:  
ATTN:  
ROOM NO:  
h. DEPARTMENTS WITHIN CHG  
DEPT. NAME:  
ROOM NO:  
i. MEDICAL RECEIVING  
600 CIRCLE DRIVE SOUTH  
LOS ANGELES, CA 90005  
j. OTHER SEND TO ADDRESS:

(20.)	(21.)	(22.)	(23.)	(24.)	(25.)
1	set	Childhood - DVD		\$149.99	\$149.99
			Tax:		12.37
			Shipping:		9.50
			<b>TOTAL:</b>		<b>\$171.86</b>

**PLEASE SHIP TO:**  
Carole Bender, Director  
UCLA Center on Child Welfare  
School of Public Affairs  
3150 Public Affairs Bldg.  
Los Angeles, CA 90093-1656  
PH: 310-206-3473 EMAIL: sbw10@ucla.edu

PLEASE VERIFY THE DEPARTMENT, CLASS, AND ACCOUNTING IN THE ABOVE ORDER NUMBER.

CA 3 CALIFORNIA SALES/TAX	NO	YES	(21.) Carole Bender
DRJ TAX EXEMPT (IF APPLICABLE)		YES	(22.) AUTHORIZED NAME (TYPE OR PRINT)
PRIORIT NUMBER AS TO BEING			(23.) AUTHORIZED SIGNATURE
			TELEPHONE

\$171.86 (CB)

AMBROSE  
129532

6/14  
**AMBROSE VIDEO PUBLISHING, INC.**  
145 WEST 45TH STREET • SUITE 1115  
NEW YORK, NY 10036  
(800) 528-4863 • www.ambrosevideo.com

# SALES ORDER 124532

CUSTOMER NO. CAB894

**BILL TO:**

**UNIV OF CALIFORNIA  
ATTN: ACCOUNTS PAYABLE  
10820 WILSHIRE BLVD, 5TH  
LOS ANGELES, CA 90024-8502**

**SHIP TO:**

**UCLA CENTER ON CHILD AFFAIRS  
ATTN: C. BENDER-SCHO. OF PUBLIC  
AFFAIRS  
3250 PUBLIC AFFAIRS BLDG  
Los Angeles, CA 90095-1636**

*607127*

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
		CH DVD SET			
		DVD CHILDHOOD SET	149.99	149.99	
				<b>Order subtotal</b>	<b>149.99</b>
				<b>Freight charges</b>	<b>9.90</b>
				<b>Sales tax @ 6.250%</b>	<b>12.97</b>
				<b>Order total</b>	<b>171.86</b>

*Handwritten signature and initials*

*Thank You*

**Ambrose Video Publishing, Inc.**

145 West 45th Street  
 Suite 1115  
 New York, NY 10036

# Invoice

Customer No.: CAB894

Invoice No.: 65144

**Bill To: UNIV OF CALIFORNIA/LA**  
 ATTN: ACCOUNTS PAYABLE  
 10920 WILSHIRE BLVD, 5TH  
 LOS ANGELES, CA 90024-6502

**Ship To: UCLA CENTER ON CHILD AFARE**  
 ATTN: C. BENDER- SCHO. OF PUBLIC  
 AFFAIRS  
 3250 PUBLIC AFFAIRS BLDG  
 Los Angeles, CA 90095-1656

Date		Ship Via		F.O.B.		Terms	
06/15/07		UPS		Origin		Net 30	
Purchase Order Number			Order Date		Sales Person		Our Order Number
hb91500			06/13/07		Territory		124532
Quantity		Item Number		Description		Unit Price	Amount
Required	Shipped	B.O.					
1	1	CH-DVD-SET		DVD CHILDHOOD SET		149.99	149.99

Invoice subtotal	149.99
Freight charges	9.50
Sales tax @ 9.750%	12.37
<b>Invoice total</b>	<b>171.86</b>

Thank You

# TERMS AND CONDITIONS

AGREEMENT between AMBROSE VIDEO PUBLISHING, INC. (hereinafter called "Ambrose") and the Party (hereinafter called "Customer") named on the order form (hereinafter called "Schedule").

**1. License:** Ambrose grants Customer and Customer accepts from Ambrose the limited license under copyright to exhibit one or more of the films, video and/or sound filmstrip programs or both ordered or rented by Customer (hereinafter called "Programs"), but only for exhibition to non-paying private audiences during the period set forth and in accordance with the specific terms of said order or rental; and Ambrose hereby licenses to Customer and Customer licenses from Ambrose each Program in 16mm film, DVD or video cassette type ordered.

**CUSTOMER ACKNOWLEDGES THAT THE PROGRAMS MAY NOT BE DUPLICATED, BROADCAST, TRANSMITTED BY CABLE OR OTHERWISE, ON ANY MULTI-RECEIVER OPEN OR INTERNET SYSTEM, OR DISPLAYED BEFORE THE PUBLIC, WHETHER OR NOT ADMISSION IS CHARGED. CUSTOMER SHALL EXHIBIT THE PROGRAMS ONLY AS HEREIN SPECIFIED AND USE THE PROGRAMS FOR NO OTHER PURPOSE.**

Customer shall not sublicense, sublease or part with possession of any Program received by Customer hereunder. Performing rights to music contained in any Program are not granted herein. Nothing herein shall derogate from any rights of Ambrose or any other copyright proprietor of any Program under the United States Copyright Law or any applicable foreign copyright laws.

**2. Price:** Customer shall pay to Ambrose for the right to exhibit the Programs under the conditions set forth herein the amount required for the order or rental and as set forth in Paragraph 3 hereof immediately upon invoicing by Ambrose.

**3. Payments:** Customer shall pay to Ambrose the following sums in the manner and at the times herein specified, time being of the essence with respect to all such payments:

- (a) the price for each Program as specified in this catalog and together with the delivery charge therefore, and
- (b) any and all taxes, fees and other like charges billed to Ambrose and imposed, levied or based upon this license agreement, the delivery, possession, exhibition or use of any Program, or upon the grant or exercise of any rights hereunder, or upon the sums payable by Customer to Ambrose pursuant hereto; and
- (c) All other charges specified elsewhere in this agreement.

**4. Advertising:** Customer shall not advertise the Programs licensed hereunder in any public media and any advertising undertaken shall recite only the title of the Programs and the performers, if any, and shall prominently set forth that the Programs are an Ambrose Video Publishing, Inc. presentation.

**5. Term:** The term of this license with regard to each Program shall commence as of the date each Program is delivered for shipment to or mailed to the Customer and shall continue for the term of the order.

**6. Reservation of Rights:** Legal title to the Programs and the containers, cassettes or reels on which the Programs are delivered shall at all times remain in Ambrose and all rights therein are reserved to Ambrose and thus any use of the term "Purchase" shall be deemed

to mean only the right and license to use and reuse the Programs hereunder, without limitation as to the number of uses or reuses, but without any change in ownership or title and otherwise subject to and upon the terms and conditions hereof.

**7. Cuts:** Customer shall exhibit each Program only in its entirety and shall not copy, duplicate, sublicense or sublease or part with possession thereof. Customer shall not cut or alter any Program or otherwise edit therewith; and in no event shall any Program be performed or exhibited without complete copyright notices and credits contained therein.

**8. Prevention of Performance:** If Ambrose shall be unable to deliver or prevented from delivering any Program by reason of governmental action, regulation or order or by reason of fire, flood, hurricane, labor dispute, riot, war, catastrophe, or the unavailability of the Program in the film or video system ordered, or without limiting the foregoing any cause beyond the control of Ambrose, this license shall be terminated as to such Program without liability to either party. Customer shall pay to Ambrose 25% of the price paid or payable to Ambrose as the rental price thereof hereunder.

**9. Default:** If Customer defaults hereunder, without limitation of its remedies:

- (a) Ambrose in addition to other remedies may repossess any Program previously delivered hereunder;
- (b) Ambrose may refuse to take further orders from Customer and may refuse to make further shipments of Programs to Customer, and
- (c) Customer agrees to pay Ambrose costs and expenses of collection and/or repossession, including maximum attorney fees permitted by law.

**10. Termination:** In the event that:

- (a) Customer defaults in the timely payment of any sums hereunder, and such default continues for a period of five days, or
- (b) Customer advertises the Program contrary to the provisions of Paragraph 4, or
- (c) Customer defaults with respect to any of the other provisions hereof and fails to cure such default within three (3) days after written notice thereof from Ambrose or
- (d) Customer becomes insolvent, or files a petition in bankruptcy, or is adjudicated bankrupt, or executes an assignment for the benefit of creditors, or an involuntary petition in bankruptcy is filed against Customer, or a receiver or trustee is appointed for any of Customer's property, then, in any one or more of such events, Ambrose may in its discretion at any time thereafter, terminate the license herein granted and all rights to Customer thereunder, such remedy shall be in addition to and without prejudice to any right or remedy in law or equity or provided for elsewhere in this agreement on account of any violation or breach. Immediately upon termination of the license herein granted, Customer shall, at its expense, deliver any and all the Programs previously delivered to it, together with the chips or digital packets, cassettes, DVDs and containers pertaining thereto, to Ambrose and shall pay to Ambrose all moneys payable hereunder.

**11. Limited Warranties and Remedies:** Ambrose warrants each Program to be free from defects in material or workmanship at the time of delivery. In the event of Ambrose's breach of such warranty Customer's exclusive remedy shall be that Ambrose will replace the defective Program provided Customer returns the defective Program to Ambrose. Ambrose hereby disclaims any other warranties, express or implied.

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**Stephanie Armocida**

**From:** do-not-reply@ambrosevideo.com  
**Sent:** Friday, October 09, 2009 7:04 PM  
**To:** kathypopolani@ambrosevideo.com  
**Cc:** orders@ambrosevideo.com  
**Subject:** Ambrose Video Order Confirmation  
**Referrer:**

ELNOR

Thank you for your order! Your order has been received. Transit time will depend upon whether you have chosen standard or premium freight options. If your order is shipping standard freight, it should arrive within 7-14 working days.

Please contact us at our toll free number (800)526-4663 if you do not receive your DVD/tapes(s).

**Ambrose Video Order**

**Customer Info:**

CA 564

**Customer Number:** 153755  
**Customer Name:** Patricia O'Donnell  
**Company:** University of California Los Angeles  
**Address:** UCLA Instructional Media Collections & Services 46 Powell Library Building  
 Los Angeles, ca 90095-1517  
**(contd)**  
**Email:** odonnell@ucla.edu  
**Phone:** 310-206-1248  
**Fax:** 310-206-5392

133 933

*Shipping Address is same as above*

**Items & Series**

**Ambrose Number:** LS-DVD-01-05  
**Item:** Long Search, The  
**Qty @ \$:** 1 @ \$99.99  
**TOTAL:** 99.99

**Price Breakdown**

**Item Subtotal:** \$99.99  
**Ship Method:** Standard  
**Shipping:** \$11.00  
**Tax Total:** \$9.75

**GRAND TOTAL:\$120.74**

**Order Number:** 153755

**THIS CREDIT CARD HAS BEEN PROCESSED**

10/13/2009

**Ambrose Video Publishing, Inc.**

145 West 45th Street  
 Suite 1115  
 New York, NY 10036

# Invoice

Customer No.: CA564  
 Invoice No.: 74964

**Bill To: UCLA- INSTR MEDIA COLL& SVCES**  
 AT: PATRICIA O'DONNELL  
 46 POWELL LIBRARY  
 Los Angeles, CA 90095-1517

**Ship To: UCLA- INSTR MEDIA COLL& SVCES**  
 AT: PATRICIA O'DONNELL  
 46 POWELL LIBRARY  
 Los Angeles, CA 90095-1517

Date		Ship Via		F.O.B.		Terms	
10/15/09		UPS		Origin		Net 30	
Purchase Order Number			Order Date		Sales Person		Our Order Number
153755			10/13/09		Elnor D. Barron		133933
Quantity			Item Number	Description		Unit Price	Amount
Required	Shipped	B.O.					
1	1		LS-DVD-SET	Long Search DVD Series		99.99	99.99

Invoice subtotal	99.99
Freight charges	11.00
Sales tax @ 9.750%	9.75
<b>Invoice total</b>	<b>120.74</b>

Thank You



**AMBROSE VIDEO PUBLISHING, INC.**

145-WEST 45TH STREET • SUITE 4115  
NEW YORK, NY 10036

(800) 526-4663 • www.ambrosevideo.com

**SALES ORDER**

133933

CUSTOMER NO. CA584

10/14

BILL TO:

**UCLA- INSTR MEDIA COLL & SVCS**  
**AT: PATRICIA O'DONNELL**  
**46 POWELL LIBRARY**  
**Los Angeles, CA 90095-1517**

SHIP TO:

**UCLA- INSTR MEDIA COLL & SVCS**  
**AT: PATRICIA O'DONNELL**  
**46 POWELL LIBRARY**  
**Los Angeles, CA 90095-1517**

74964

DATE	SHIP VIA	EST	TERMS		
10/14/09	UPS	OTD	NET-30		
PURCHASE ORDER NUMBER	ORDER DATE	SALES PERSON	SHIP ORDER NUMBER		
133933	10/14/09	John D. Barton	85000		
QUANTITY RECEIVED	QUANTITY SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
	1	US DVD SET	Long Search DVD Series	00100	120.00
				Order subtotal	90.00
				Freight charges	11.00
				Sales tax @ 9.750%	9.75
				<b>Order total</b>	<b>120.75</b>

*(Handwritten signature)*

2/1/05  
6-36

Thank You



(800) 626-4663 [customerservice@ambrosevideo.com](mailto:customerservice@ambrosevideo.com)

### How To Order

- [Ordering Methods](#)
- [Shipping Costs](#)
- [Shipping Policies](#)
- [Sales/Use Tax Information](#)
- [Tax Exempt Orders](#)
- [Guarantee](#)
- [Privacy Policies](#)
- [Main Records](#)
- [Educational Titling](#)
- [Terms & Conditions](#)

### Ordering Methods



Phone: 800-626-4663 M-F, 9am-5pm E.S.T.



Online: [www.ambrosevideo.com](http://www.ambrosevideo.com) 24 hours a day, 7 days a week



Email: [customerservice@ambrosevideo.com](mailto:customerservice@ambrosevideo.com)



Fax: 212-768-9282



By Mail:  
Ambrose Video Publishing, Inc.  
Attn: Order Processing  
145 W. 45th Street, Suite 1116  
New York, NY 10036

### Shipping Costs

Standard Shipping Charges for Videos and DVDs. Each DVD in series counts as one.

US Continent  
\$5.00 for 1st Video or DVD  
\$1.60 for each additional Video or DVD  
Not to exceed \$120.00

For Example:  
Miracle Planet (5 DVD Series)  
1st DVD = \$5.00  
4 DVDs @ \$1.50 = \$6.00  
Total Shipping & Handling = \$11.00 for 5 DVD set

Alaska, Hawaii, Puerto Rico and US Territory orders:  
An additional charge \$5.00 will be added for all orders shipping to Alaska, Hawaii, Puerto Rico and US territories.

Canada  
An additional charge of \$8.00 will be added for all order shipping to Canada

#### Additional Express/Overnight Shipping Costs

#### Continental US Video/DVD Shipping Option

	Additional Charges
--	--------------------

Merchandise Total	Express (2-3 days)	Overnight
\$0 to \$50.00	\$2.95	\$17.95
\$50.01 to \$100.00	\$3.95	\$20.95
\$100.01 to \$150.00	\$4.95	\$21.95
\$150.01 to \$200.00	\$5.95	\$23.95
\$200.01 to \$300.00	\$9.95	\$25.95
\$300.01 to \$500.00	\$11.95	\$30.95
\$500.01 to \$1,000.00	\$15.95	\$35.95
\$1,000.01 or more	\$19.95	\$49.95

Express and Overnight shipping are not available for Alaska, Hawaii, Puerto Rico, U.S Territories and Canada.

**Shipping Policies**

**Standard Shipping (U.S only)**

Most orders are shipped via Standard Shipping and are delivered within 7-10 business days from the ship date depending on product availability. We are sorry, we do not deliver to P.O Boxes.

**Express (2-3 days) Shipping**

Express orders will be shipped via 2nd Day Service should be delivered within 2-3 business days from the order's ship date. We're sorry, we do not deliver to P.O. Boxes.

**Overnight Service Shipping**

Overnight order placed by 12:00PM EST/noon will be processed and shipped the same day, depending on product availability. Overnight order placed after 12:00 PM EST/noon will be processed and shipped the next business day.

Items delayed due to availability will not be sent via Express or Overnight service.

**Shipping to Canada**

Orders shipping to Canada are processed and shipped within 1-2 business days. Please expect delivery within 14-21 business days from ship date. Not all programs are available to ship to Canada. See program information.

**International Locations (Other than Canada)**

We're sorry, products can only be shipped to destinations within the United States, its territories and Canada. We apologize for any inconvenience.

**APQ/FPO delivery**

The delivery time to APQ/FPO addresses vary and it is out of our control. It may take a long period of time.

**Delivery**

Delivery occurs only on business days, Monday through Friday (excluding holidays).

**Sales/Use Tax Information**

Items sold by Ambrose Video and billed to destinations in the states of California, Florida, Nevada, New Jersey, New York, Missouri, and Vermont are subject to tax.

If an item is subject to sales/use tax in the state to which the order is billed, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an item will generally include shipping and handling charges, and discounts.

**Tax-Exempt Orders**

Sales tax will be charged on all orders unless Ambrose Video is provided with one of following:

- Certificate of exempt status with tax I.D.

or

- A copy of state resale certificate

**Guarantee**

Ambrose Video Publishing guarantees its product. Unopened returns will be accepted within 90 days of purchase—a credit will be issued for the product. Shipping will still be charged.

Ambrose Video is a leading distributor of DVDs and digital content to schools and libraries. © 2010 Ambrose Video Publishing, Inc.

### Privacy Policies

#### Online Privacy Policy

We are committed to protecting your privacy. We use the information you provide during the checkout process to process your orders and email your order confirmation. Ambrose Video knows that the confidentiality of purchase-related information is of special concern to visitors who purchase items through our website. We are committed to safeguarding this information. We will not share any personally identifiable information (such as your name, address or telephone number) that you provide us when you make a purchase through our website with any other company, except where necessary for us to fulfill the order or to administer our Web site.

#### Mailing Address

If you request a catalogue it will be mailed to your postal address, you will be placed on our mailing list and you will receive periodic mailings from us. If you purchase from us, you may also receive mailings from us announcing new releases or special offers. If you prefer, you can have your name put on our do-not-mail list by emailing us at [customerservice@ambrosevideo.com](mailto:customerservice@ambrosevideo.com). Please include your name and address as it appears on your mailing label.

#### Encryption and Security

We use VeriSign's Payflow Pro software to perform all credit card transactions. To ensure your information remains secure, Payflow Pro encrypts each transaction request using the latest Secure Sockets Layer (SSL) encryption technology.

### Marc Records

Ambrose Video has teamed up with Marc4media so that marc records for our files are available to you at a reduced cost! To Order Marc Records for our files (or for more information) simply:

- 1) Log onto <http://www.marc4media.com>
- 2) Click on the How to Order icon
- 3) Follow easy-to-use directions on site

The reduced costs for Marc Records are \$2.00 per record plus shipping & handling, (again these must be ordered directly from [www.marc4media.com](http://www.marc4media.com))

Marc4media is a content-rich cataloging product designed to be the foundation tool for library media programs across the country. By using Marc4media services you can speed up the transfer of data and be able to put your order from Ambrose Video into your automation system for circulation right away.

### Educational Television

For information and pricing regarding Educational Television go to [www.ambrosevideo.com/edu.cfm](http://www.ambrosevideo.com/edu.cfm)

### Terms and Conditions

#### AMBROSE VIDEO PUBLISHING

Listed below are the basic terms and conditions that govern your use and purchase of products/programs from our website. Your use of the content purchased from Ambrose Video Publishing (AVP) constitutes your acknowledgement and agreement to all of the terms and conditions contained below ("Terms of Use").

AVP is the Licensor and you, the user, are the Licensee.

You hereby agree to the following Terms of Use:

#### 1. Grant of License

AVP grants to the Licensee a limited, non-exclusive, revocable license to use the Content (as defined below) in an educational OR home video setting.

**CUSTOMER ACKNOWLEDGES THAT THE PROGRAMS MAY NOT BE DUPLICATED, BROADCAST, TRANSMITTED BY CABLE OR OTHERWISE, ON ANY MULTI-RECEIVER OPEN OR INTERNET SYSTEM, OR DISPLAYED BEFORE THE PUBLIC, WHETHER OR NOT ADMISSION IS CHARGED. CUSTOMER SHALL EXHIBIT THE PROGRAMS ONLY AS HEREIN SPECIFIED AND USE THE PROGRAMS FOR NO OTHER PURPOSE.**

Customer shall not sublicense, sublease or part with possession of any Program received by Customer hereunder. Performing rights to music contained in any Program are not granted herein. Nothing herein shall derogate from any rights of Ambrose or any other copyright proprietor of any Program under the United States Copyright Law or any applicable foreign copyright laws. The Content is licensed solely for classroom teaching, research, educational non-commercial

multimedia projects, classroom presentations, and individual presentations for use in educational institutions or public libraries.

#### PUBLIC PERFORMANCE RIGHTS

A "public performance" is any performance of a videocassette, DVD, videodisc or film which occurs outside of the home, or at any place where people are gathered who are not family members, such as in a school or library. In most cases files sold by video and retail outlets are restricted to home use only and do not include public performance rights. All of the prices listed on the individual film pages include public performance rights.

#### EDUCATIONAL TELEVISION

Television rights for cable, commercial, educational television, or Internetweb television are specifically NOT included with purchase and are covered by a licensing agreement. Contact Ambrose Video for more information.

See pricing for Educational Television.

2. **Copyright:** All materials purchased from AVP including, but not limited to, video, DVD, audio, graphics, text, images, and interactive media ("Content") are the property of AVP or have been licensed to AVP, and are protected by international copyright and trademark laws. Licensee has no ownership of the Content. Licensee may not copy, create derivative works from, transmit, perform, modify, display, or sell any information, products or services obtained from this site, except as expressly permitted under applicable law, as expressly stated for a specific product, or as described in these Terms of Use. In addition, the contents of this Web site, including but not limited to design, "look and feel," software code, text, images, audio, and audiovisual Content, are copyrighted, with all rights reserved by Ambrose Video Publishing, Inc.

3. **Price:** Customer shall pay to Ambrose for the right to exhibit the Programs under the conditions set forth herein the amount required for the order or rental and as set forth in Paragraph 3 hereof immediately upon invoicing by Ambrose.

4. **Payments:** Customer shall pay to Ambrose the following sums in the manner and at the times herein specified, time being of the essence with respect to all such payments:

- (a) the price for each Program as specified on this website and together with the delivery charge therefore, and
- (b) any and all taxes, fees and other like charges billed to Ambrose and imposed, levied or based upon this license agreement, the delivery, possession, exhibition or use of any Program, or upon the grant or exercise of any rights hereunder, or upon the sums payable by Customer to Ambrose pursuant hereto; and
- (c) All other charges specified elsewhere in this agreement.

5. **Advertising:** Customer shall not advertise the Programs licensed hereunder in any public media and any advertising undertaken shall recite only the title of the Programs and the performers, if any, and shall prominently set forth that the Programs are an Ambrose Video Publishing, Inc. presentation.

6. **Term:** The term of this license with regard to each Program shall commence as of the date each Program is delivered for shipment to or mailed to the Customer and shall continue for the term of the order, DVD rights exist for the life of the DVD.

**Term for other rights/licenses:** The term of this License Agreement shall be concurrent with the length of the license chosen by the Licensee (i.e. 1 year, 3 year, perpetual, or other agreed upon term) ("Term"). Upon expiration, non-renewal, or any termination of the license, all Licensee's rights to use the Content shall cease, except as otherwise provided herein below. Except for noncommercial student projects, all Content in all formats must be erased, deleted, or destroyed upon expiration or any termination of this Agreement. Student multimedia projects need not be destroyed but they may not be used for instructional purposes by the Licensee's organization after expiration of this Agreement.

#### 7. Disclaimer of Warranties

Licensee makes no warranty whatsoever, including without limitation, as to the accuracy, reliability, availability, suitability, quality, or operation of any information, software, or service provided.

Licensee and all information, products and other content (including third party information, products and content) included in or accessible from AVP Content are provided "as is" and without warranties of any kind (express, implied and statutory, including but not limited to the warranties of title and noninfringement and the implied warranties of merchantability and fitness for a particular purpose), all of which AVP disclaims to the fullest extent permitted by law. Licensee's use of the Content is at licensee's sole risk.

8. **Default:** If Customer defaults hereunder, without limitation of its remedies:

- (a) Ambrose in addition to other remedies may repossess any Program previously delivered hereunder;
- (b) Ambrose may refuse to take further orders from Customer and may refuse to make further shipments of Programs to Customer, and
- (c) Customer agrees to pay Ambrose costs and expenses of collection and/or repossession, including maximum attorney fees permitted by law.

9. **Termination:** In the event that:

- (a) Customer defaults in the timely payment of any sums hereunder, and such default continues for a period of five days, or
- (b) Customer advertises the Program contrary to the provisions of Paragraph 4, or
- (c) Customer defaults with respect to any of the other provisions hereof and fails to cure such default within three (3) days after written notice thereof from Ambrose or
- (d) Customer becomes insolvent, or files a petition in bankruptcy, or is adjudicated bankrupt, or executes an assignment for the benefit of creditors, or an involuntary petition in bankruptcy is filed against Customer, or a receiver or trustee is appointed for any of Customer's property, then, in any one or more of such events, Ambrose may in its discretion at any time

thereafter, terminate the license herein granted and all rights to Customer hereunder, such remedy shall be in addition to and without prejudice to any right or remedy in law or equity or provided for elsewhere in this agreement on account of any violation or breach. Immediately upon termination of the license herein granted, Customer shall, at its expense, deliver any and all the Programs previously delivered to it, together with the chips or digital packets, cassettes, DVDs and containers pertaining thereto, to Ambrose and shall pay to Ambrose all moneys payable hereunder.

**10. Limited Warranties and Remedies:** Ambrose warrants each Program to be free from defects in material or workmanship at the time of delivery. In the event of Ambrose's breach of such warranty Customer's exclusive remedy shall be that Ambrose will replace the defective Program provided Customer returns the defective Program to Ambrose, Ambrose hereby disclaims any other warranties, express or implied.

**11. Guarantee**

Ambrose Video Publishing guarantees its product. Returns will be accepted for any program within 90 days of purchase - a credit will be issued for future purchases.

**12. Privacy Policy**

We are committed to protecting your privacy. We use the information you provide during the checkout process to process your orders and email your order confirmation. Ambrose Video knows that the confidentiality of purchase-related information is of special concern to visitors who purchase items through our website. We are committed to safeguarding this information. We will not share any personally identifiable information (such as your name, address or telephone number) that you provide us when you make a purchase through our website with any other company, except where necessary for us to fulfill the order or to administer our Web site.

**13. Indemnification**

Licensee agrees to indemnify Licensor, its directors, officers, shareholders, employees, parents, subsidiaries, affiliates, agents and licensors, from and against all losses, expenses, damages and costs, including legal and accounting fees, resulting from Licensee's violation of these Terms of Use.

**14. Governing Law**

These Terms of Use are governed by the laws of the United States and the State of New York, without giving effect to any principles of conflicts of laws. Licensee hereby consents to the jurisdiction of the state and federal courts located in New York, New York.

**15. Trademarks**

Ambrose Video, Ambrose Video Publishing, Ambrose DVD, Documentary-Video and their respective logos that appear throughout the Web site belong to Ambrose Video Publishing, Inc. Except as permitted by applicable laws, Licensee is prohibited from using any of the marks appearing on this site without express written consent from their respective trademark owners.

**16. Miscellaneous**

Licensor reserves the right to refuse service and terminate accounts at its sole discretion, with or without cause, including, but not limited to, if Licensor believes Licensee's conduct violates applicable law or is harmful to Licensor.

Licensor's rights, including but not limited to all rights of remedy for Licensee's breaches under this Agreement, shall continue in perpetuity.

Licensor reserves the right to change, modify, add, or remove portions of these Terms of Use or this service at any time. Please check this page periodically for any modifications. Licensee's continued use of this site following the posting of any changes will mean that Licensee has accepted the changes. Licensor may add, delete, or modify features, files, as well as the scope of service and support provided. Pricing, product features and specifications, and product file library are all subject to change without notice.

No delay or failure of Licensor to take action under these Terms and Conditions will constitute a waiver by Licensor, unless expressly waived in writing by Licensor.

With the exception of the rights to use Content, all other provisions of this Agreement shall survive termination and shall continue to legally bind Licensee.

These Terms of Use constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to the Content, supersedes any prior written or oral agreement or understandings between the parties with respect to the Content, and cannot be changed or terminated orally. Only a writing specifically referencing these Terms of Use and signed by the parties hereto may amend them.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF ORANGE

3 I am employed in the County of Orange, State of California. I am over the age of 18 and not  
4 a party to the within action; my business address 1 Park Plaza, Suite 225, Irvine, CA 92614.

5 On **October 24, 2011**, I served document(s) described as **SECOND AMENDED**  
6 **COMPLAINT** on the following person at the addresses and/or facsimile number below:

7 MARK G. YUDOF  
8 c/o R. James Slaughter  
9 Keker & Van Nest LLP  
710 Sansome Street  
San Francisco, CA 94111-1704  
[rslaughter@kvn.com](mailto:rslaughter@kvn.com)

DR. SHARON FARB  
c/o R. James Slaughter  
Keker & Van Nest LLP  
710 Sansome Street  
San Francisco, CA 94111-1704  
[rslaughter@kvn.com](mailto:rslaughter@kvn.com)

10 LARRY LOEHER  
11 c/o R. James Slaughter  
12 Keker & Van Nest LLP  
710 Sansome Street  
San Francisco, CA 94111-1704  
[rslaughter@kvn.com](mailto:rslaughter@kvn.com)

PATRICIA O'DONNELL  
c/o R. James Slaughter  
Keker & Van Nest LLP  
710 Sansome Street  
San Francisco, CA 94111-1704  
[rslaughter@kvn.com](mailto:rslaughter@kvn.com)

14 R. James Slaughter  
15 c/o R. James Slaughter  
16 Keker & Van Nest LLP  
710 Sansome Street  
San Francisco, CA 94111-1704  
Attorney for THE REGENTS OF THE  
17 UNIVERSITY OF CALIFORNIA and  
18 DR. GENE BLOCK, CHANCELLOR  
OF THE UNIVERSITY OF  
CALIFORNIA, LOS ANGELES  
19 [rslaughter@kvn.com](mailto:rslaughter@kvn.com)

Charles F. Robinson  
University of California  
Office of the General Counsel  
1111 Franklin Street 8<sup>th</sup> Floor  
Oakland, CA 94607-5200  
[Charles.robinson@ucop.edu](mailto:Charles.robinson@ucop.edu)

20 Eric K. Behrens  
21 University of California  
22 Office of the General Counsel  
1111 Franklin Street 8th Floor  
Oakland, CA 94607-5200  
[Eric.behrens@ucop.edu](mailto:Eric.behrens@ucop.edu)

Karen J. Petrulakis  
University of California  
Office of the General Counsel  
1111 Franklin Street 8th Floor  
Oakland, CA 94607-5200  
[Karen.petrulakis@ucop.edu](mailto:Karen.petrulakis@ucop.edu)

24 [ ] VIA FACSIMILE – Based on an agreement by the parties to accept service by fax  
25 transmission, I faxed the documents from a fax machine in Irvine, California, with the  
26 number 949-252-0090, to the parties and/or attorney for the parties at the facsimile  
27 transmission number(s) shown herein. The facsimile transmission was reported as complete  
28 without error by a transmission report, issued by the facsimile transmission upon which the  
transmission was made, a copy of which is attached hereto.

PROOF OF SERVICE

1 [ X ] BY ELECTRONIC SERVICE – Based on a court order or agreement of the parties to accept  
2 service by electronic transmission, I caused the documents to be sent to the persons at the  
3 electronic notification addresses listed herein on the above referenced date. I did not receive,  
4 within a reasonable time after the transmission, any electronic message or other indication  
5 that the transmission was unsuccessful.

6 [ ] BY MAIL - I am "readily familiar" with the firm's practice of collection and processing  
7 correspondence for mailing. Under that practice it would be deposited with the U.S. postal  
8 service on that same day, with postage thereon fully prepaid, at Irvine, California in the  
9 ordinary course of business. I am aware that on motion of the party served, service is  
10 presumed invalid if postal cancellation date or postage meter date is more than one day after  
11 date of deposit for mailing in affidavit.

12 [ ] BY CERTIFIED MAIL - I am "readily familiar" with the firm's practice of collection and  
13 processing correspondence for mailing. Under that practice it would be deposited with the  
14 U.S. postal service on that same day, with postage thereon fully prepaid, at Irvine, California  
15 in the ordinary course of business. I am aware that on motion of the party served, service is  
16 presumed invalid if postal cancellation date or postage meter date is more than one day after  
17 date of deposit for mailing in affidavit.

18 [ X ] BY FEDERAL EXPRESS – I am readily familiar with the firm's practice of collection and  
19 processing correspondence for Federal Express. Under that practice it would be deposited  
20 with Federal Express on that same day in the ordinary course of business for overnight  
21 delivery with delivery costs thereon fully prepaid by sender, at Irvine, California.

22 [ ] BY MESSENGER SERVICE – I served the documents by placing them in an envelope or  
23 package addressed to the persons at the addresses listed herein and providing them to a  
24 professional messenger service for service. A declaration by the messenger service will be  
25 filed separately.

26 I declare under penalty of perjury under the laws of the State of California and the United  
27 States of America that the above is true and correct.

28 Executed on **October 24, 2011** at Irvine, California.

By: *Cathy Castellano*  
Cathy Castellano