

ORIGINAL
FILED

07 AUG -9 AM 11:45
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY LP

DEPUTY

1 Rebecca Lawlor Calkins (SBN: 195593)
WINSTON & STRAWN LLP
2 333 S. Grand Avenue
Los Angeles, California 90071-1543
3 rcalkins@winston.com
(213) 615-1700 (Telephone)
4 (213) 615-1750 (Facsimile)

5 Jennifer A. Golinveaux (SBN: 203056)
WINSTON & STRAWN LLP
6 101 California Street
San Francisco, CA 94111-5894
7 jgolinveaux@winston.com
(415) 591-1000 (Telephone)
8 (415) 591-1400 (Facsimile)

9 Michael S. Elkin (*pro hac vice* motion pending)
Thomas P. Lane (*pro hac vice* motion pending)
10 **WINSTON & STRAWN LLP**
200 Park Avenue
11 New York, New York 10166
melkin@winston.com
12 tlane@winston.com
(212) 294-6700 (Telephone)
13 (212) 294-4700 (Facsimile)

14 Attorneys for Plaintiff

15 **UNITED STATES DISTRICT COURT**
16 **SOUTHERN DISTRICT OF CALIFORNIA**
17 **SAN DIEGO DIVISION**

BY FAX

18 VEOH NETWORKS, INC., a California)
corporation,)
19 Plaintiff,)
20 vs.)
21 UMG RECORDINGS, INC., a Delaware)
corporation; UNIVERSAL MUSIC CORP., a)
22 New York corporation; SONGS OF)
23 UNIVERSAL, INC., a California corporation;)
UNIVERSAL-POLYGRAM)
24 INTERNATIONAL PUBLISHING, INC., a)
Delaware corporation; RONDOR MUSIC)
25 INTERNATIONAL, INC., a California)
corporation; and DOES 1-10 INCLUSIVE,)
26 Defendants,)

Case No.
'07 CV 1568 W (BLM)

**COMPLAINT FOR DECLARATORY
RELIEF OF NON-INFRINGEMENT**
JURY TRIAL DEMANDED

101 California Street
San Francisco, CA 94111-5894

28

1 Plaintiff VEOH NETWORKS, INC. ("Veoh" or "Plaintiff") hereby complains as
2 follows:

3 **INTRODUCTION**

4 1. This action arises from threats of copyright litigation against Veoh made by
5 Defendant UMG Recordings, Inc., ("UMG Recordings"), Universal Music Corp., Inc., ("UMC"),
6 Songs of Universal, Inc. ("SOU"), Universal-Polygram International Publishing, Inc. ("UPIP"),
7 and Rondor Music International, Inc. ("RMI") (collectively, "UMG"; together with Defendant
8 Does, "Defendants"). UMG claims to own the copyright to material posted by unaffiliated third
9 parties on Veoh.com, a website owned by Veoh.

10 2. UMG has threatened Veoh with a lawsuit regarding content on the Veoh.com
11 website that allegedly contains material to which UMG holds the copyright.

12 3. As of yet, UMG has not filed suit against Veoh in any jurisdiction, nor has UMG
13 identified specific works at issue, but there is a real and actual controversy between Veoh and
14 UMG regarding whether Veoh has infringed copyrights allegedly lawfully owned or
15 administered by UMG.

16 4. UMG has never delivered any notice or instruction to Veoh to take down
17 allegedly infringing material but has directly threatened Veoh with allegations of copyright
18 infringement.

19 5. Veoh brings this action to obtain a declaration that (1) it has no liability to
20 Defendants arising from the unsolicited posting of content on the Veoh website; (2) Veoh is not
21 liable for direct, contributory or vicarious infringement of any copyrights allegedly owned by
22 UMG; (3) Veoh is not liable for inducing the infringement of any copyrights allegedly owned by
23 UMG; (4) Defendants are not entitled to any injunction or other relief against Veoh; (5)
24 Defendants have no enforceable rights against Veoh relating to Defendants' alleged copyrights;
25 and (6) Veoh, as a host of third-party web-based content, is entitled to safe harbor pursuant to 17
26 U.S.C. § 512(c).

27 //

28

101 California Street
San Francisco, CA 94111-5894

101 California Street
San Francisco, CA 94111-5894

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

JURISDICTION AND VENUE

6. This case arises under federal law, in particular the Copyright Act, 17 U.S.C. §§ 101 et seq. and the Declaratory Judgment Act, 28 U.S.C. § 2291. This court has jurisdiction under 17 U.S.C § 501, 28 U.S.C. §§ 1331, 1338 and 2201.

7. This Court has personal jurisdiction over UMG in that, among other things, UMG conducts business in this judicial District.

8. Plaintiff has its principal place of business in this District.

9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c).

THE PARTIES

10. Plaintiff Veoh Networks, Inc. is a California corporation with its principal place of business at 7220 Trade Street, Suite 115, San Diego, California.

11. Veoh operates Veoh.com, a video hosting service that provides a mechanism for third parties to share video on the internet.

12. Veoh also created, distributes and operates VeohTV, a software program currently in beta for personal computers.

13. Defendant UMG Recordings is a Delaware corporation with corporate offices in California at 2220 Colorado Avenue, Santa Monica, California. UMG Recordings is engaged in the business of producing, distributing, selling and/or licensing sound recordings in phonorecords and in audiovisual works in the United States.

14. Defendant UMC is a New York corporation. Defendant UPIP is a Delaware corporation. Defendants SOU and RMI are California corporations. Upon information and belief, Defendants UMC, SOU, UPIP and RMI are engaged in the business of acquiring, owning, publishing, administering, licensing, and otherwise exploiting copyrights in musical compositions.

15. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants sued herein as Does 1 through 10, are unknown to Plaintiff, which sues said defendants by such fictitious names (the "Doe Defendants"). If necessary, Plaintiff will seek

1 leave of Court to amend this complaint to state their true names and capacities when the same
2 have been ascertained. Plaintiff is informed and believes and on that basis alleges that the Doe
3 Defendants should also be subject to the relief requested herein.

4 **BACKGROUND**

5 **Veoh's Business and Operations**

6 16. Veoh, headquartered in San Diego, California, is a privately held California
7 corporation and has been doing business since 2005.

8 17. Since its founding, Veoh has been a pioneer in the development of Internet
9 Television.

10 18. Veoh was founded to provide a forum for viewers and content holders to come
11 together to share online video. Veoh owns and operates Veoh.com, a video hosting website to
12 which users can upload and make available video content over the internet.

13 19. More than 85,000 video publishers, including *CBS, Billboard, Paramount*
14 *Pictures, Us Weekly, Car and Driver, National Lampoon (AMEX: NLN), Lionsgate, United*
15 *Talent Agency Online, Road and Track*, and PBS, have flocked to Veoh to take advantage of its
16 growing audience.

17 20. Veoh also created and currently distributes VeohTV, a video playback software
18 application currently in beta available from the Veoh.com website. VeohTV is available free of
19 charge.

20 21. VeohTV is a program that facilitates the viewing, uploading and delivery of
21 videos hosted on Veoh.com and allows users to view video hosted on other internet video
22 platforms, including YouTube.com and Google Video.

23 22. A prior iteration of the VeohTV software program was first distributed as a beta
24 version in August 2005 and Veoh.com became operational in February 2006.

25 23. Video content available on Veoh.com is submitted by users, either through
26 Veoh.com or via the related software program, currently referred to as VeohTV.

27 24. Veoh does not independently produce any video content.
28

101 California Street
San Francisco, CA 94111-5894

101 California Street
San Francisco, CA 94111-5894

1 25. Video produced by third parties and hosted on Veoh.com is not in any way
2 produced or controlled by Veoh.

3 26. Veoh allows users to upload video, with certain restrictions, that is then available
4 to view on the internet. Users may also choose to "syndicate" their video, meaning that the
5 video then becomes available through other video hosting websites such as YouTube and Google
6 Video.

7 27. Veoh is an internet "service provider" as defined by the Digital Millennium
8 Copyright Act ("DMCA"), 17 U.S.C. § 512(k)(1)(B).

9 28. Veoh has designated an agent to receive notice of infringements, pursuant to 17
10 U.S.C. § 512(c)(2).

11 29. Veoh does not have knowledge of any activity or material on its system that is
12 infringing alleged UMG copyrights and is not aware of facts or circumstances from which
13 infringing activity is apparent, pursuant to 17 U.S.C. §§ 512(c)(1)(A)(i)-(ii).

14 30. Upon obtaining actual knowledge or awareness that material or an activity using
15 the material on its system is infringing, or upon notification of claimed infringement pursuant to
16 17 U.S.C. § 512(c)(3), Veoh acts expeditiously to remove or disable access to the allegedly
17 infringing material, pursuant to 17 U.S.C. §§ 512(c)(1)(A)(iii); 512(c)(1)(C).

18 31. Veoh does not receive a financial benefit directly attributable to any allegedly
19 infringing activity, pursuant to 17 U.S.C. § 512(c)(1)(B).

20 32. Veoh does not charge a fee for the video hosting services provided on Veoh.com.
21 Publishers of video content hosted on Veoh.com may offer their work free of charge or on a pay-
22 per-view basis.

23 33. Veoh has, from the company's inception, been vigilant about preventing
24 copyright infringement. Veoh's system is specifically designed to allow Veoh to terminate
25 access to inappropriate content when notified of such content.

26 34. Veoh has always prominently displayed its policies governing video posting on
27 Veoh.com.

28

101 California Street
San Francisco, CA 94111-5894

1 35. Third parties who upload video to Veoh.com must register with Veoh.com and
2 agree to Veoh's Terms of Use ("TOU") agreement, which is available on the Veoh.com website.

3 36. The TOU states that the party who creates and/or uploads the video to Veoh.com
4 retains all rights to the video and its content. Veoh is not responsible for the content of posted
5 videos or the consequences that may arise based on such content.

6 37. Veoh's Copyright Policy, which is publicly available on the Veoh.com website,
7 and incorporated in its TOU, explains that it is Veoh's policy to expeditiously block access to or
8 remove content that it believes in good faith may contain material that infringes the copyrights of
9 third parties.

10 38. By agreeing to Veoh's TOU, the user expressly represents that he or she owns or
11 has license to use any copyrighted, trademarked or otherwise protected material that the user
12 makes available on the Veoh service.

13 39. Veoh has, in the past, been alerted to the presence of inappropriate content hosted
14 on Veoh.com and has promptly terminated access to allegedly infringing material upon receiving
15 notice of such content.

16 40. Additionally, Veoh goes beyond what is required by law, in that Veoh
17 independently investigates informal complaints made by users and Veoh will remove videos
18 from the Veoh.com website that appear to include copyrighted material.

19 41. Veoh is a "service provider" and is entitled to the protection of the DMCA,
20 pursuant to 17 U.S.C. § 512(k)(1)(B).

21 42. Pursuant to section 512(i), Veoh has adopted and reasonably implemented a
22 policy that provides for the termination in appropriate circumstances of the Veoh account of
23 users who infringe copyright. Veoh informs users of this policy through its website.

24 43. Veoh's Copyright Policy expressly states that it is Veoh's policy "to terminate any
25 account that has been used to post two or more videos that were removed from the Veoh service
26 pursuant to" its Copyright Policy.

27
28

101 California Street
San Francisco, CA 94111-5894

1 44. Veoh works vigorously to prevent copyright infringement and users who violate
2 the Veoh TOU are warned once of the consequences of copyright infringement. Upon a second
3 violation, Veoh immediately terminates the violating user account, disables all video uploaded
4 by the violating user and adds the user email address to a "black list," preventing the user from
5 re-registering with Veoh.com in the future.

6 45. As of July 2007, Veoh had terminated 1,742 users for violation of the Veoh TOU.
7 Of that number, 1,096 terminations were due to alleged copyright infringement.

8 46. Pursuant to section 512(c)(2) of the DMCA, Veoh has designated with the United
9 States Copyright Office an agent to receive notifications of claimed infringement related to
10 Veoh.com, and provides information regarding the designated agent on its publicly available
11 website.

12 47. Veoh has complied in all respects with the DMCA in addressing content uploaded
13 to Veoh.com. Specifically, in response to any notifications of potentially infringing content,
14 Veoh has taken all actions required pursuant to sections 512(c)(1)(A)(iii) and 512(c)(1)(C) of the
15 DMCA.

16 48. Veoh responds quickly to DMCA notices, often on the same day Veoh receives
17 notice.

18 49. Veoh also accommodates standard technical measures used by copyright owners
19 to identify or protect copyrighted works.

20 50. Veoh has gone beyond the standard measures, however, and has adopted a means
21 of digitally "fingerprinting" video files with what is known as a "hash."

22 51. Once Veoh receives a notice that a video contains allegedly infringing material,
23 Veoh removes the individual video and prevents the future uploading of any other video having
24 the same hash.

25 52. Veoh then terminates user access to any existing files containing the subject hash.

26 //

27 //

28

101 California Street
San Francisco, CA 94111-5894

1 53. Veoh does not receive any financial benefit as a result of any potentially
2 unauthorized activity, and Veoh does not have the right or ability to control the potentially
3 unauthorized activities of its users, in accordance with 17 U.S.C. § 512(c)(1)(B).

4 54. Due to Veoh's lack of knowledge regarding any alleged infringement, Veoh's lack
5 of financial benefit from any alleged infringement and Veoh's diligent actions taken to protect
6 against infringement in the past, Veoh clearly qualifies for the limited liability granted an
7 internet service provider under 17 U.S.C. § 512(c)

8 55. Having complied in all respects with sections 512(c) and 512(i) of the DMCA,
9 Veoh cannot be held liable for any monetary damages for direct, contributory, vicarious or
10 inducement to infringement, in any threatened litigation by UMG or Defendants.

11 56. Given Veoh's full compliance with section 512(c) of the DMCA, any request for
12 injunctive relief by Defendants should be expressly limited by sections 512(c) and 512(j) of the
13 DMCA, and is mooted in any event by actions voluntarily undertaken by Veoh.

14 57. Veoh does not intentionally induce or encourage the infringement of copyrighted
15 works. To the contrary, Veoh actively works with industry groups to implement state of the art
16 technologies, including filtering and other compliance tools, to ensure that copyrighted material
17 is not infringed.

18 58. Whenever Veoh becomes aware that infringing material is available on its system,
19 it acts swiftly to purge such material.

20 59. Veoh derives no financial benefit from the availability of allegedly infringing
21 material on its system, and works actively and continuously to rid its network of any illegal
22 content.

23 60. Veoh lacks the ability and the right to directly supervise the content provided by
24 the 85,000 video publishers that frequent and populate its site and utilize its software.

25 //

26 //

27 //

28

101 California Street
San Francisco, CA 94111-5894

1 **The Dispute between Veoh and UMG**

2 61. Currently, UMG has filed no action against Veoh. UMG has, however,
3 threatened Veoh with the prospect of litigation at some point in the future. Veoh first learned of
4 the threatened litigation in late July 2007.

5 62. In late July 2007, UMG accused Veoh of massively infringing upon UMG
6 copyrights.

7 63. In response to this accusation, Veoh asserted that it did not and had not infringed
8 any material copyrighted by UMG.

9 64. Included in UMG's threats of litigation were indications that UMG was, or is
10 currently, investigating the alleged infringement.

11 65. Further, UMG has not provided any information about the alleged infringement
12 that would allow Veoh to adequately assess UMG's threats.

13 66. Without concrete knowledge of its rights or the likelihood of future litigation,
14 Veoh cannot operate effectively as a business.

15 67. Finally, UMG has not stated with any particularity a level of damages suffered
16 due to the alleged infringement.

17 **FIRST CAUSE OF ACTION – DECLARATORY RELIEF RE NON-VIOLATION OF**
18 **DEFENDANT'S RIGHTS**

19 68. Veoh realleges and incorporates by reference paragraphs 1 through 67 as though
20 fully set forth herein.

21 69. As a result of UMG's threatened litigation, there is a real and actual controversy
22 between Veoh and Defendants as to the parties' rights and obligations associated with Veoh.com
23 and Veoh's video hosting services.

24 70. Considering all circumstances, including but not limited to the current business
25 environment in which Veoh operates and the context in which UMG's threats of litigation arose,
26 the controversy between Veoh and Defendants is substantial and adversely affects both parties'
27 legal interests in a manner that is both real and immediate.

101 California Street
San Francisco, CA 94111-5894

1 71. Furthermore, Veoh has a reasonable and real apprehension that it faces future
2 litigation brought by Defendants.

3 72. Veoh has no information regarding the actual timing of any potential litigation
4 brought by UMG.

5 73. The TOU agreement contained on Veoh.com protects Veoh from any claims for
6 violation of copyright, trademark or other protected material.

7 74. Because all registered users of Veoh.com must electronically accept the TOU,
8 Veoh is not liable for content posted by registered users.

9 75. Veoh has not created or posted video containing material to which Defendants
10 allegedly hold copyrights.

11 76. Veoh does not modify or select the material posted on Veoh.com or routed to
12 other video hosting websites.

13 77. Veoh qualifies as an internet service provider under 17 U.S.C. § 512(k)(1)(B).

14 78. Veoh has no actual knowledge nor is aware of any facts suggesting that infringing
15 activity is apparent.

16 79. Veoh receives no financial benefit directly attributable to any alleged infringing
17 activity.

18 80. Veoh has at all times acted expeditiously to remove or disable access to infringing
19 material upon proper notice.

20 81. UMG has never provided any take down notice, as required by the DMCA, to
21 Veoh or Veoh.com regarding allegedly infringing material to which UMG holds the copyright.

22 82. Defendants have also provided no informal notice of allegedly infringing material
23 with any particularity such that Veoh can take appropriate action.

24 83. As an internet service provider, Veoh is not liable for the actions of its users
25 pursuant to 17 U.S.C. § 512(c).

26 84. Due to Veoh's lack of knowledge regarding any alleged infringement, Veoh's lack
27 of financial benefit from any alleged infringement and Veoh's diligent actions taken to protect
28

1 against infringement in the past, Veoh clearly qualifies for the limited liability granted an
2 internet service provider under 17 U.S.C. § 512(c).

3 85. Having complied in all respects with sections 512(c) and 512(i) of the DMCA,
4 Veoh cannot be held liable for direct, contributory, vicarious or inducement to infringement, or
5 for monetary damages in any threatened litigation by UMG or Defendants.

6 86. Given Veoh's full compliance with section 512(c) of the DMCA, any request for
7 injunctive relief by Defendants should be expressly limited by sections 512(c) and 512(j) of the
8 DMCA, and is mooted in any event by actions voluntarily undertaken by Veoh.

9 87. Wherefore, Veoh prays for the relief set out below.

10 **PRAYER FOR RELIEF**

11 WHEREFORE Veoh requests:

12 a. That the Court declare that Veoh, as a host of third party web-based content, is
13 entitled to safe harbor pursuant to 17 U.S.C. § 512(c);

14 b. That the Court declare that Veoh has no liability to Defendants arising from the
15 posting by users of allegedly infringing material on Veoh.com;

16 c. That the Court declare that Veoh is not liable for direct, contributory or vicarious
17 infringement of copyrights owned by Defendants;

18 d. That the Court declare that Veoh is not liable for inducing infringement through
19 its operation of Veoh.com;

20 e. That the Court declare that Veoh's actions have not caused any harm to
21 Defendants such that Defendants may seek damages;

22 f. That the Court declare that Veoh's prior acts in protecting against copyright
23 infringement prohibit Defendants from seeking any injunction or other equitable relief;

24 g. That Veoh be awarded its damages, reasonable costs, disbursements and
25 attorneys' fees in this exceptional case to the extent permitted by law; and

26 //

27 //

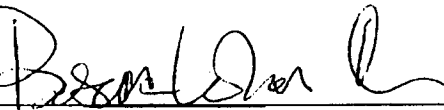
28

101 California Street
San Francisco, CA 94111-5894

h. That Veoh be awarded such further relief as is just and equitable.

Dated: August 9, 2007

WINSTON & STRAWN LLP

By: 

Rebecca Lawlor Calkins
333 S. Grand Avenue
Los Angeles, California 90071-1543
(213) 615-1700 (Telephone)
(213) 615-1750 (Facsimile)

and

Jennifer A. Golinveaux
101 California Street
San Francisco, California 94111-5894
(415) 591-1000 (Telephone)
(415) 591-1400 (Facsimile)

and

Michael S. Elkin
Thomas P. Lane
200 Park Avenue
New York, New York 10166-4193
(212) 294-6700 (Telephone)
(212) 294-4700 (Facsimile)

Attorneys for Plaintiff

101 California Street
San Francisco, CA 94111-5894

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

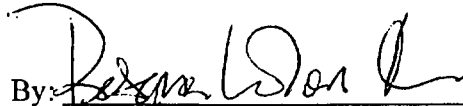
DEMAND FOR JURY TRIAL

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

Pursuant to Federal Rule of Civil Procedure 38, plaintiff hereby demands a jury trial of all issues triable by a jury.

Dated: August 9, 2007

WINSTON & STRAWN LLP

By: 

Rebecca Lawlor Calkins
333 S. Grand Avenue
Los Angeles, California 90071-1543
(213) 615-1700 (Telephone)
(213) 615-1750 (Facsimile)

and

Jennifer A. Golinveaux
101 California Street
San Francisco, California 94111-5894
(415) 591-1000 (Telephone)
(415) 591-1400 (Facsimile)

and

Michael S. Elkin
Thomas P. Lane
200 Park Avenue
New York, New York 10166-4193
(212) 294-6700 (Telephone)
(212) 294-4700 (Facsimile)

Attorneys for Plaintiff

101 California Street
San Francisco, CA 94111-5894

ORIGINAL

CIVIL COVER SHEET

JS 44 (Rev. 11/04)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

FILED BY FAX

<p>I. (a) PLAINTIFFS VEOH NETWORKS, INC.</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES) <i>San Diego County</i></p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) REBECCA LAWLOR CALKINS, ESQ. WINSTON & STRAWN LLP 333 So. Hope St., 38th Floor Los Angeles, CA 90071</p>	<p>DEFENDANTS Please see Attachment A attached hereto</p> <p style="text-align: right; font-size: 1.2em;">07 AUG -9 AM 11:45</p> <p>County of Residence of First Listed _____ (IN U.S. PLAINTIFF CASES ONLY) DISTRICT COURT CALIFORNIA</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known) _____ DEPUTY _____</p> <p style="text-align: center; font-size: 1.5em;">'07 CV 1568 W (BLM)</p>
--	--

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<p>PERSONAL INJURY</p> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p>PROPERTY RIGHTS</p> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <p>SOCIAL SECURITY</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<p>PRISONER PETITIONS</p> <input type="checkbox"/> 510 Motions to Vacate Sentence <p>Habeas Corpus:</p> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
---	---	--	---	--	---	--

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 17 U.S.C. Section 101 et seq.; 28 U.S.C. Section 2291

Brief description of cause:
 Declaratory Relief for Non-Infringement

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE August 9, 2007

FOR OFFICE USE ONLY

RECEIPT # 141307 AMOUNT \$350. APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

SIGNATURE OF ATTORNEY OF RECORD
Rebecca Lawlor Calkins

ATTACHMENT A

I. Defendants:

UMG RECORDINGS, INC., a Delaware corporation; UNIVERSAL MUSIC CORP., a New York corporation; SONGS OF UNIVERSAL, INC., a California corporation; UNIVERSAL-POLYGRAM INTERNATIONAL PUBLISHING, INC., a Delaware corporation; RONDOR MUSIC INTERNATIONAL, INC., a California corporation; and DOES 1-10 INCLUSIVE,

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

**# 141307 - SR
* * C O P Y * *
August 09, 2007
11:50:00**

Civ Fil Non-Pris

USAO #: 07CV1568 CIV. FIL.
Judge.: THOMAS J WHELAN
Amount.: \$350.00 CK
Check#: BC#3313

Total-> \$350.00

FROM: VEOH NETWORKS, INC. V. UMG
RECORDINGS, INC. ET AL
CIVIL FILING