

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

8 Attorneys for Plaintiffs

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

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

17 Plaintiffs and Counter-  
Defendants,,

18 vs.

19 VIDANGEL, INC.,

20 Defendant and Counter-  
21 Claimant.

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

**PLAINTIFFS' *EX PARTE*  
APPLICATION FOR AN ORDER  
[1] STRIKING VIDANGEL'S  
MOTION TO CLARIFY [DKT. NO.  
182] FOR FAILURE TO COMPLY  
WITH LOCAL RULE 7-3 AND  
[2] SETTING SCHEDULE FOR RE-  
NOTICED MOTION THAT  
INCLUDES DISCOVERY ON  
VIDANGEL'S "NEW"  
STREAMING SERVICE**

Judge: Hon. André Birotte Jr.

Crtm: 7B

Trial Date: None Set

Filed concurrently:

(1) Declaration of Glenn D. Pomerantz  
24 (2) [Proposed] Order  
25

1 **EX PARTE APPLICATION**

2 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that Plaintiffs Disney Enterprises, Inc., Lucasfilm  
4 Ltd. LLC, Twentieth Century Fox Film Corporation and Warner Bros.  
5 Entertainment Inc. (collectively, “Plaintiffs”) will and hereby do apply *ex parte* for  
6 an Order [1] striking the filing of VidAngel’s Motion to Clarify or Construct  
7 Preliminary Injunction Order (Dkt. 182) (“Motion to Clarify”) and [2] setting a  
8 schedule for a compliant Motion to Clarify that allows Plaintiffs to take discovery  
9 regarding VidAngel’s claimed “new” service. Plaintiffs need to conduct discovery  
10 to determine their response to VidAngel’s Motion to Clarify. Plaintiffs apply to the  
11 Court pursuant to Local Rule 7-19 and this Court’s Standing Order on *ex parte*  
12 applications. Plaintiffs base this application on this notice of application and  
13 application, the attached memorandum of points and authorities, the attached  
14 Declaration of Glenn D. Pomerantz, the other documents in the record referenced in  
15 the memorandum and the proposed Order.

16 Plaintiffs have good cause for this application. VidAngel filed its motion in  
17 violation of Local Rule 7-3, by failing to provide Plaintiffs notice of the Motion to  
18 Clarify or engaging in the mandatory meet-and-confer process. Had VidAngel done  
19 so, Plaintiffs would have requested an opportunity to obtain targeted discovery  
20 before the motion was filed. Plaintiffs raised with VidAngel its failure to comply  
21 with Local Rule 7-3 in a telephone conference with VidAngel’s counsel today (June  
22 20, 2017)—the day after VidAngel filed its motion. Plaintiffs asked VidAngel to  
23 stipulate to an expedited discovery schedule that would allow Plaintiff to investigate  
24 the facts regarding VidAngel’s new service and determine their response to the  
25 Motion to Clarify on the merits. VidAngel declined Plaintiffs’ request, necessitating  
26 the instant *ex parte* application.

27 Plaintiffs’ counsel has served a copy of this application and all supporting  
28 papers on VidAngel’s counsel via e-mail. In accordance with Local Rule 7-19, the

1 names, addresses, telephone numbers and e-mail addresses of VidAngel's counsel  
2 are attached at Appendix A.

3 Plaintiffs' counsel provided notice of this *ex parte* application to VidAngel's  
4 counsel by telephone on June 20, 2017. VidAngel's General Counsel, Mr. Quinto,  
5 indicated that it would oppose this application.

6

7 DATED: June 20, 2017

MUNGER, TOLLES & OLSON LLP

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By:           /s/ Glenn D. Pomerantz            
          GLENN D. POMERANTZ

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Attorneys for Plaintiffs

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20 VidAngel, “Why Aren’t There More Movies And TV Shows,”  
21 available at [https://vidangel.zendesk.com/hc/en-](https://vidangel.zendesk.com/hc/en-us/articles/115008889067-Why-aren-t-there-more-movies-and-TV-shows-)  
22 [us/articles/115008889067-Why-aren-t-there-more-movies-and-TV-](https://vidangel.zendesk.com/hc/en-us/articles/115008889067-Why-aren-t-there-more-movies-and-TV-shows-)  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 VidAngel filed its Motion to Clarify after 6 p.m. on June 19, 2017. Prior to  
3 that filing, VidAngel had not provided Plaintiffs with notice of the motion as  
4 required by Local Rule 7-3 or engaged in the mandatory pre-motion conference of  
5 counsel. Notably, VidAngel’s Notice of the Motion to Clarify does not contain the  
6 required statement regarding compliance with the meet-and-confer obligation—  
7 which Local Rule 7-3 requires—because VidAngel’s counsel failed to provide  
8 notice or initiate the conference of counsel.

9 VidAngel’s failure to comply with the Rule is no technical footfall. VidAngel  
10 obviously has been spending a significant amount of time preparing the Motion to  
11 Clarify. VidAngel has sprung the motion on Plaintiffs and the Court in a manner  
12 that short-circuits any ability of Plaintiffs to investigate—or the Court to assess—  
13 whether VidAngel’s “new” service complies with the Preliminary Injunction.  
14 Plaintiffs know some facts about VidAngel’s service, and those facts raise  
15 significant questions. For example, it appears from Mr. Quinto’s declaration that  
16 VidAngel itself is streaming from its own “master” copies of works that VidAngel  
17 has created on its own servers rather than layering its filters over an authorized  
18 stream from the licensed streaming services. In other words, VidAngel indisputably  
19 itself is publicly performing works to its users.

20 As to other matters described in Mr. Quinto’s declaration, Plaintiffs and the  
21 Court are not required to accept VidAngel’s assertions about how its new service  
22 operates at face value. Given VidAngel’s past misstatements and omissions  
23 regarding its service, there is all the more reason to allow Plaintiffs to conduct  
24 targeted discovery of the new service, including an inspection of the service by  
25 Plaintiffs’ expert, before requiring Plaintiffs to take a position on VidAngel’s  
26 motion or, if necessary, requiring the Court to decide the motion.

27 When Plaintiffs raised these matters with Mr. Quinto, today (June 20), Mr.  
28 Quinto said he had disclosed the facts of the new service to Plaintiffs in his January

1 2017 e-mail (attached as Exhibit A to Mr. Quinto's declaration). That is absurd.  
2 Mr. Quinto's January 2017 e-mail sketched the bare outlines of a hypothetical  
3 service that did not exist. Mr. Quinto was not describing the service that VidAngel  
4 now asks the Court to bless. Among other differences, Mr. Quinto's e-mail said  
5 *nothing* about VidAngel signing into licensed streaming services and creating  
6 complete, permanent copies of content from which to stream to users. Indeed, Mr.  
7 Quinto said VidAngel's hypothetical service would not create server copies. Now,  
8 apparently, such wholesale copying is a critical component of the new service. In  
9 other words, Mr. Quinto was not describing the service that is the subject of  
10 VidAngel's Motion to Clarify. And Mr. Quinto's letter was not a meet-and-confer  
11 in compliance with Local Rule 7-3.

12 VidAngel's failure to comply with Local Rule 7-3 supports the striking of  
13 VidAngel's motion. *See, e.g., Thomas v. Brett Sports & Entm't, Inc.*, No. ED CV  
14 16-00480-AB (DTBx), 2016 WL 4472995, at \*2 (C.D. Cal. Aug. 23, 2016)  
15 (denying a motion where the meet and confer occurred only five days prior to  
16 filing). VidAngel's refile of the Motion to Clarify will afford Plaintiffs more time  
17 to prepare a response—Plaintiffs' response currently is due less than a week from  
18 now (June 26, 2017)—but that relief alone will not cure the fundamental problem  
19 with VidAngel's motion. VidAngel's refusal to allow Plaintiffs time to take  
20 discovery of VidAngel's new service or to allow their expert to inspect that service  
21 confounds Plaintiffs' ability to respond to VidAngel's motion. Plaintiffs therefore  
22 request that this Court strike VidAngel's motion and set a schedule that allows  
23 Plaintiffs time for limited discovery so that they can fairly evaluate VidAngel's new  
24 service.

### 25 **FACTUAL BACKGROUND**

26 This Court preliminarily enjoined VidAngel's unlawful on-demand streaming  
27 service on December 12, 2016, and VidAngel appealed that Order two days later, on  
28 December 14, 2016. About a month later, on January 17, 2017, Mr. Quinto e-

1 mailed Plaintiffs’ counsel a “request for consent to filter by a different method.”  
2 Declaration of Glenn D. Pomerantz (filed concurrently herewith “Pomerantz Decl.”)  
3 Ex. 1. In his e-mail, Mr. Quinto informed Plaintiffs that VidAngel “ha[d] been  
4 investigating a possible method to provide a filtering service . . . [that] would work  
5 either as or on top of a streaming media proxy service such as PlayOn or the now  
6 defunct Boxee.” *Id.* That service would require that VidAngel’s customers  
7 “establish accounts with one or more licensed streaming services and share the login  
8 credentials with VidAngel.” *Id.* Mr. Quinto emphasized that, during VidAngel’s  
9 “tagging” process, “no copy of any movie would be created on any server and the  
10 segments streamed from the licensed provider would be retained in the tagger’s  
11 browser memory only while the tagging session was active.” *Id.* Mr. Quinto asked  
12 whether Plaintiffs would consent to the proposed service, so that VidAngel could  
13 “avoid burdening the Court with a motion to modify the Protective [sic] Order.” *Id.*

14 Plaintiffs responded on January 30, 2017. *See* Pomerantz Decl. Ex. 2. After  
15 noting that VidAngel had previously used similar correspondence to gain  
16 advantages in litigation, Plaintiffs informed VidAngel that Plaintiffs understood Mr.  
17 Quinto’s e-mail “to request that Plaintiffs give advance approval to a service that  
18 does not yet exist.” *Id.*, Ex. 2 at 2. Plaintiffs made clear that they could not  
19 “reasonably be expected to give advance approval concerning the legality of  
20 services they have never seen,” and that a motion to modify the preliminary  
21 injunction would be premature because “VidAngel would be asking the Court for an  
22 advisory opinion for a service that does not exist.” *Id.* VidAngel never responded  
23 to Plaintiffs’ letter. *Id.* ¶ 5.

24 VidAngel did not say anything further to Plaintiffs about a potential new  
25 service for nearly five months, despite VidAngel reaching out to Plaintiffs on other  
26 topics. Those communications addressed (1) VidAngel’s request for information  
27 regarding Plaintiffs’ rights to certain titles; and (2) VidAngel’s request for a “limited  
28 exception to [the] preliminary injunction order” impacting between 12,000 and



1 20,000 copies of Plaintiffs’ copyrighted works. Pomerantz Decl., Exs. 3 and 5. In  
2 both cases, VidAngel said nothing about its new service or pursuing a motion to  
3 clarify the injunction.

4 On June 8, 2017—the same day as the Ninth Circuit oral argument on  
5 VidAngel’s appeal—VidAngel began publicizing a “big announcement.” During  
6 that “big announcement,” on June 13, 2017, VidAngel announced its new service.  
7 *See* Pomerantz Decl. Ex. 4. It made clear that it had been working on that service  
8 for at least six months.<sup>1</sup> *See id.* at 41:46-42:18. Its website confirms that fact,  
9 stating that VidAngel has been testing its service “for months” and that “things were  
10 running smoothly.” VidAngel.com, available at <https://www.vidangel.com/news/>  
11 (last visited June 20, 2017).<sup>2</sup>

12 The morning after receiving VidAngel’s motion, Plaintiffs reached out to Mr.  
13 Quinto to ask if VidAngel would stipulate to limited discovery so that Plaintiffs  
14 could understand the new VidAngel service and its potential harm (or not) to their  
15 businesses and make a decision regarding their position on that service. Pomerantz  
16 Decl. ¶¶ 10-11. Plaintiffs advised VidAngel that if they could not agree on a  
17 discovery schedule, Plaintiffs would need to file this *ex parte* application. *Id.* Mr.  
18 Quinto asked Plaintiffs to send their proposed schedule. *Id.* ¶ 12. Mr. Quinto  
19 responded that VidAngel would not agree to any document production, inspection or  
20 deposition testimony and that VidAngel would provide only (more) “sworn  
21 declarations” as a compromise. *Id.*, Ex. 6.

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22  
23 <sup>1</sup> During its June 13 announcement, VidAngel explained that it was already planning  
24 to ask the Court to clarify the injunction. *See* Pomerantz Decl. Ex. 4 at 37:30-40:52.  
25 VidAngel never informed *Plaintiffs* of its intentions, however. Plaintiffs were first  
26 notified of VidAngel’s motion when they were served with it, at 6:01 p.m. on June  
27 19, 2017.

28 <sup>2</sup> Apparently due to the large volume of traffic, VidAngel’s new service experienced  
some difficulty upon launch, but VidAngel has said that it hopes to fix the issues  
soon. VidAngel.com, available at <https://www.vidangel.com/news/> (last visited  
June 20, 2017).

1 VidAngel’s offer to provide attorney-drafted declarations does not cure the  
2 fundamental problem with VidAngel’s motion. VidAngel has a history of failing to  
3 provide full information about the way that its service operates. Mr. Quinto’s initial  
4 letters to Plaintiffs describing what became the currently enjoined VidAngel service,  
5 for example, said nothing about VidAngel’s circumvention of access controls on  
6 discs or its “buy-sellback scheme.” *See* Decl. of Neal Harmon in Supp. of  
7 VidAngel’s Mem. of Points and Authorities in Opp. to Prelim. Inj. Mot. (Dkt. 43),  
8 Ex. B.

9 More recently, VidAngel opposed Plaintiffs’ order to show cause why  
10 VidAngel should not be held in contempt with a declaration that argued that it could  
11 not comply because Roku and other third-party services had blackout periods  
12 preventing VidAngel from making certain modifications. *See* Decl. of Neal Harmon  
13 in Supp. of VidAngel Inc.’s Opp. to *Ex Parte* Appl. for an Order to Show Cause  
14 (Dkt. 164) at ¶¶ 3-4, 7-8, 10, 12-13 (citing Roku blackout period as excuse for not  
15 complying with the Court’s Preliminary Injunction). Roku’s General Counsel,  
16 Steven H. Kay, however, submitted his own declaration, explaining that nothing  
17 about Roku’s blackout period would prevent VidAngel from removing Plaintiffs’  
18 titles. *See* Decl. of Stephen H. Kay, General Counsel of Roku, Inc. (Dkt. 165)  
19 (explaining that Roku blackout period does not prevent VidAngel from removing  
20 titles). In light of VidAngel’s history, Plaintiffs should have the right to conduct  
21 discovery before being forced to take a position based on VidAngel’s statements  
22 alone.

## 23 ARGUMENT

### 24 I. THE COURT SHOULD STRIKE VIDANGEL’S MOTION FOR 25 FAILURE TO COMPLY WITH LOCAL RULE 7-3

26 Local Rule 7-3 requires that “counsel contemplating the filing of any motion  
27 shall first contact opposing counsel to discuss thoroughly, preferably in person, the  
28

1 substance of the contemplated motion and any potential resolution,” L.R. 7-3.<sup>3</sup>  
2 Counsel must also state the date of compliance with that rule in its notice of motion.  
3 *Id.* VidAngel’s notice of motion contains no such statement. That is because  
4 VidAngel did not contact Plaintiffs *at all* prior to filing its Motion to Clarify.

5 Courts in this district routinely strike or deny motions for the failure to meet  
6 and confer with opposing counsel in situations far less egregious than the one here.  
7 *See, e.g., Thomas v. Brett Sports & Entm’t, Inc.*, No. ED CV 16-00480-AB (DTBx),  
8 2016 WL 4472995, at \*2 (C.D. Cal. Aug. 23, 2016) (denying a motion where the  
9 meet and confer occurred only five days prior to filing); *Bohn v. Pharmavite, LLC*,  
10 No. CV 11-10430-GHK AGRX, 2013 WL 4517173, at \*1 (C.D. Cal. Feb. 5, 2013)  
11 (striking a motion for failure to meet and confer where the parties had a “dialogue”  
12 about the motion but “no substantive discussion regarding the specific issues raised  
13 by [the] motion took place prior to the motion’s filing”); *Singer v. Live Nation*  
14 *Worldwide, Inc.*, No. SACV 11-0427 DOC (MLGx), 2012 WL 123146, at \*2  
15 (C.D. Cal. Jan. 13, 2012) (denying motion for failing to comply with Local Rule 7-3  
16 where the defendant attempted an “in-writing ‘conference’” and the defendant’s  
17 prior experience with the plaintiff’s counsel led the defendant “to assume what  
18 Plaintiff’s response to the contemplated motion would be”).

19 When Plaintiffs raised with VidAngel its failure to comply with Local Rule 7-  
20 3, Mr. Quinto referred to his January 17 e-mail. That e-mail, however, described a  
21 purely hypothetical service that appears to operate differently than the service that  
22 VidAngel has described in its motion. For example, in Mr. Quinto’s January 17 e-  
23 mail, Mr. Quinto stated that, during VidAngel’s tagging process, “no copy of any  
24 movie would be created on any server.” Pomerantz Decl. Ex. 1. Although, without  
25 discovery, it is not entirely clear how VidAngel’s new service operates, VidAngel’s  
26 \_\_\_\_\_

27 <sup>3</sup> That rule exempts from its requirements “discovery motions (which are governed  
28 by L.R. 37-1 through 37-4) and applications for temporary restraining orders or  
preliminary injunctions,” L.R. 7-3, none of which are at issue here.

1 motion suggests that VidAngel *does* create a copy. *See* Mot. at 5 (“The VidAngel  
2 tagger then saves the created copy of the motion picture to a cloud storage  
3 location”); *id.* at 6 (“VidAngel next uploads the encrypted segments to a content  
4 delivery network (“CDN”) edge server.”); *id.* at 7 (“While the LSS is streaming the  
5 motion picture . . . stored on its CDN server to the consumer . . .”).

6 Even if VidAngel had accurately described its new service in Mr. Quinto’s  
7 January e-mail, that e-mail would not satisfy Local Rule 7-3. Mr. Quinto’s e-mail  
8 described a hypothetical service. It did not say when VidAngel would file a motion  
9 to clarify or discuss “the substance of the [] motion,” as the Rule requires. Nor did  
10 it mention VidAngel’s fair use argument, to which VidAngel devoted more than six  
11 pages in its Motion to Clarify. *See* Mot. at 12-18.

12 VidAngel’s failure to meet and confer prejudiced Plaintiffs and results in  
13 inefficiencies for the Court. To evaluate VidAngel’s new service and respond to the  
14 pending motion, Plaintiffs need to understand better how that service operates. And  
15 to gain that understanding, Plaintiffs need discovery. Had VidAngel met and  
16 conferred with Plaintiffs, Plaintiffs would have told VidAngel exactly that (and,  
17 indeed, Plaintiffs tried to have that discussion with VidAngel before filing this  
18 application). The parties could have tried to agree on an expedited discovery  
19 schedule and presented the Court with their competing positions if they could not  
20 reach agreement. VidAngel has attempted to short-circuit the orderly process that  
21 the Rules contemplate with its procedurally improper motion. The Court should  
22 strike the Motion to Clarify.

23 **II. THE COURT SHOULD SET A SCHEDULE FOR LIMITED**  
24 **DISCOVERY AND BRIEFING SO PLAINTIFFS AND THE COURT**  
25 **CAN HAVE COMPLETE INFORMATION**

26 Striking the motion for failing to comply with the Rules and ordering  
27 VidAngel to refile a compliant motion solves part, but not all, of the problem with  
28 VidAngel’s motion. Plaintiffs still will need discovery to evaluate the new service  
and to file their response and this Court should permit that discovery, especially

1 “since the necessity of resolving such issues is created by the movant [itself] and the  
2 relevant evidence is peculiarly within the movant’s possession.” *Hayashi v. Red*  
3 *Wing Peat Corp.*, 396 F.2d 13, 14 (9th Cir. 1968). Plaintiffs are not required to take  
4 VidAngel’s word for how its service works. *Cf. U.S. Equal Emp’t Opportunity*  
5 *Comm’n v. McLane Co., Inc.*, 857 F.3d 813, 816 (9th Cir. 2017) (noting that the  
6 EEOC “does not have to take [the defendant’s] word for it on that score.”).

7 VidAngel’s description of its new service leaves key questions unanswered.

8 To name just a few:

- 9 • When VidAngel’s “purchases a digital transmission of a motion picture  
10 from an LSS,” Quinto Decl. ¶ 6.A, does it purchase a digital  
11 transmission for every customer or one master copy? Does it purchase  
12 a digital download or rent a stream?
- 13 • Mr. Quinto’s declaration refers to VidAngels’s “generat[ion]” of  
14 “framebuffer” versions of movies. *See* Quinto Decl. ¶ 6.C. Plaintiffs  
15 need to know what a “framebuffer” version is, what technology  
16 VidAngel uses to generate “framebuffer” versions, and what the nature  
17 is of the copies VidAngel appears to be generating.
- 18 • *How* does VidAngel’s technology ensure that its content library  
19 matches that of the licensed service from which the consumer has  
20 supposedly purchased a stream? VidAngel states that it receives the  
21 stream from the licensed service, but it does not describe how,  
22 technologically, that stream gets matched to the stream the customer  
23 receives.
- 24 • How is VidAngel protecting against piracy? VidAngel says that  
25 segments of the copyrighted works it streams are encrypted, but  
26 VidAngel does not give any details.
- 27 • As explained in the declaration of Tedd Cittadine in support of  
28 Plaintiffs’ preliminary injunction motion, Fox works with its clients to

1 ensure that viewers have an optimal viewing experience, because a bad  
2 viewing experience could tarnish consumers' views of Fox and its  
3 content. *See* Decl. of Tedd Cittadine in Supp. of Pls' Mot. for Prelim.  
4 Inj. (Dkt. 28) ¶¶ 26-31 (explaining how VidAngel harmed Plaintiffs'  
5 ability to "insist on quality controls"). Is VidAngel using any quality-  
6 control measures, and if so, what are they?

7 Allowing Plaintiffs to take expedited discovery will not prejudice VidAngel.  
8 If VidAngel's new service is illegal, then VidAngel can hardly claim prejudice from  
9 being unable to launch that service with Plaintiffs' works. *See* Order Granting Pls.'  
10 Mot. For Prelim. Inj. (Dkt. 144) at 20 ("[VidAngel] cannot complain of the harm  
11 that will befall it when properly forced to desist from its infringing activities.")  
12 (internal quotation marks omitted).

13 VidAngel is only subject to an injunction in the first place because it violated  
14 Plaintiffs' rights. Then, as now, VidAngel claimed that its actions were perfectly  
15 legal. There is therefore no harm to VidAngel from having to wait for discovery  
16 and an orderly presentation of all positions on the Motion to Clarify before  
17 VidAngel is allowed to use hundreds of Plaintiffs' titles as a draw for its new  
18 service. Even without Plaintiffs' titles, VidAngel's new service is up and running,  
19 and VidAngel purports to be adding new titles "as fast as [it] possibly can." *See*  
20 VidAngel, "Why Aren't There More Movies And TV Shows," *available at*  
21 [https://vidangel.zendesk.com/hc/en-us/articles/115008889067-Why-aren-t-there-](https://vidangel.zendesk.com/hc/en-us/articles/115008889067-Why-aren-t-there-more-movies-and-TV-shows-)  
22 [more-movies-and-TV-shows-](https://vidangel.zendesk.com/hc/en-us/articles/115008889067-Why-aren-t-there-more-movies-and-TV-shows-) (last visited June 20, 2017).

23 Accordingly, Plaintiffs propose the following and ask the Court to enter a  
24 corresponding Order granting Plaintiffs' proposed expedited discovery schedule:

- 25 • Plaintiffs will serve written discovery requests on VidAngel within 5  
26 days of the Court's Order on Plaintiffs' *ex parte* application;

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- VidAngel will respond, including production of documents, to those requests by no later than 30 days from the date of service of the requests;
- VidAngel will permit inspection of its service within 14 days of production of documents;
- Plaintiffs will have an additional 21-day period, after the inspection, to evaluate the discovery and take no more than two depositions;
- By no later than 10 days after the deposition cutoff, the parties will meet and confer regarding Plaintiffs’ concerns with VidAngel’s new service, and, if appropriate, an agreed-upon briefing schedule;
- By no later than 3 days after the parties meet and confer, the parties will inform the Court regarding the outcome of their meet-and-confer efforts and any agreed-upon briefing schedule on VidAngel’s motion to clarify.

VidAngel’s counsel complained that Plaintiffs’ proposal seeks “unlimited discovery.” Pomerantz Decl. Ex. 6. That is not true. Plaintiffs intend to seek targeted discovery regarding VidAngel’s new service and its effects on Plaintiffs and the market for their content. VidAngel reserves the right to object, and, if necessary, the parties can bring any disputes to the Court for resolution.

DATED: June 20, 2017 MUNGER, TOLLES & OLSON LLP

By:           /s/ Glenn D. Pomerantz            
          GLENN D. POMERANTZ

Attorneys for Plaintiffs

**APPENDIX A**

VidAngel's counsel and their contact information are:

Ryan G. Baker  
rbaker@bakermarquart.com  
Jaime Marquart  
jmarquart@bakermarquart.com  
Scott M. Malzahn  
smalzahn@bakermarquart.com  
Brian T. Grace  
bgrace@bakermarquart.com  
BAKER MARQUART LLP  
2029 Century Park East, Sixteenth Floor  
Los Angeles, California 90067  
Telephone: (424) 652-7800  
Facsimile: (424) 652-7850

Maxwell M. Blecher  
mblecher@blechercollins.com  
Donald R. Pepperman  
dpepperman@blechercollins.com  
Taylor C. Wagniere  
twagniere@blechercollins.com  
BLECHER COLLINS & PEPPERMAN, P.C.  
515 S. Figueroa St., Suite 1750  
Los Angeles, California 90071  
Telephone: (213) 622-4222  
Facsimile: (213) 622-1656

Peter K. Stris  
peter.stris@strismaher.com  
Brendan Maher  
brendan.maher@strismaher.com  
Elizabeth Brannen  
elizabeth.brannen@strismaher.com  
Daniel Geysler  
daniel.geysler@strismaher.com  
STRIS & MAHER LLP  
725 South Figueroa Street, Suite 1830  
Los Angeles, California 90017  
Telephone: (213) 995-6800  
Facsimile: (213) 261-0299

David W. Quinto  
dquinto@VidAngel.com  
3007 Franklin Canyon Drive  
Beverly Hills, California 90210  
Telephone: (213) 604-1777  
Facsimile: (732) 377-0388