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14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
16 WESTERN DIVISION

17 DISNEY ENTERPRISES, INC.;  
LUCASFILM LTD. LLC;  
18 TWENTIETH CENTURY FOX FILM  
CORPORATION; AND WARNER  
19 BROS. ENTERTAINMENT, INC.,  
20 Plaintiffs,  
21 vs.  
22 VIDANGEL, INC.,  
23 Defendant.  
24  
25 VIDANGEL, INC.,  
26  
27 Counterclaimant,  
28

CASE NO. CV16-04109-AB (PLAx)  
**VIDANGEL INC.'S OPPOSITION  
TO 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**  
The Hon. André Birotte Jr.  
Courtroom: 7B  
Trial Date: None Set  
[Filed concurrently herewith the June 22,  
2017 Declaration of David W. Quinto]

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

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**Preliminary Statement**

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VidAngel predicted that Plaintiffs<sup>1</sup> would oppose any filtered streaming service, even one that could only enrich them. Plaintiffs’ overreaching *ex parte* application proves that point. Plaintiffs argue they should not even have to respond to the Motion for at least 83 days of virtually unlimited and totally one-sided discovery, all tracing to the fact that VidAngel met and conferred as required by the Local Rules, described and documented it, but failed to provide a separate heading for that discussion. Obviously, any Local Rule 7-3 issue can be cured by refileing the Motion next week with a statement of compliance, something VidAngel has already offered to do. Or, the Court may order that Plaintiffs be granted an additional week to respond. Local Rule 7-3 does not grant an opposing party broad, open-ended discovery as part of the meet and confer process. If it did, every motion would be filibustered with discovery.

Plaintiffs want very badly to avoid filing an opposition to VidAngel’s motion because *they have no legitimate basis to do so*. The motion poses a simple question: how could a service that does not involve decryption, fully compensates Plaintiffs and their licensed partners for every stream VidAngel filters, works in conjunction with the studios’ own streaming service licensees, *increases* the market for Plaintiffs’ titles, and operates as Plaintiffs told both this Court and the Ninth Circuit it should, possibly cause Plaintiffs irreparable harm? Both VidAngel and thousands of families<sup>2</sup> deserve an answer to this simple question without further delay. No

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<sup>1</sup> Plaintiffs include Disney Enterprises Inc., Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation, and Warner Bros. Entertainment, Inc.

<sup>2</sup> On June 21, 2017, U.S. Senators Orrin G. Hatch and Mike Lee, together with U.S. Representatives Mia B. Love, Rob Bishop and Chris Stewart, wrote to numerous content creators that demonstrates the urgency of this case pointing out the strong interest of the American public in on-line filtering services, acknowledged the existence of this litigation, and expressing their “hope that [filtering] technology could ultimately become available across multiple devices and multiple streaming services. (See Declaration of David Quinto Dated June 21, 2017 (footnote continued)

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further discovery is needed to answer that question.

At its core, the new service is the identical to the legal system to which Plaintiffs have already taken discovery. (June 21 Quinto Dec. ¶ 6.) What is new or different in the new service was explained in detail in VidAngel’s moving papers. Under the new service, a customer establishes an account with a licensed streaming service (“LSS”) through its established procedures, and then purchases a title directly from the LSS, before VidAngel streams a filtered version of the title to the customer. VidAngel clearly described those facts – and more – in the June 19, 2017 Declaration of David W. Quinto and the Proposed Order that accompanied the Motion. The law is clear that a court may clarify a preliminary injunction order to state that a proposed service would or would not violate it, even if that clarification might be considered an advisory opinion. VidAngel understands that if its new service differs in any material way from the one described in its papers, the consequence could be contempt. And, if Plaintiffs believe that VidAngel’s description of the new service is insufficient to allow the Court to clarify the Preliminary Injunction, they must make that showing in their opposition. There is no excuse to delay the ruling on the Motion for months while depriving VidAngel of the majority of its business. VidAngel therefore request the Court rule on the Motion now and allow Plaintiffs to revisit the issue later should they uncover evidence of irreparable injury.

**Argument**

**I. PLAINTIFFS TACITLY CONCEDE THEY HAVE NO FACTUAL BASIS TO CLAIM IRREPARABLE INJURY**

Plaintiffs nowhere dispute, or even question, that VidAngel’s new technology eliminates any likelihood of every claimed irreparable injury they pointed to in

\_\_\_\_\_ (“June 21 Quinto Dec.”), Ex. G.)

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1 seeking a preliminary injunction. Plaintiffs based their preliminary injunction  
2 request on the arguments that (i) the Digital Millennium Copyright Act (“DMCA”)  
3 can be violated even in the absence of any injury and VidAngel exceeded its  
4 permission to decrypt the content of DVDs; (ii) VidAngel threatened to undercut  
5 Plaintiffs’ ability to negotiate profitable streaming deals with licensed streaming  
6 services (“LSSs”), which could fear that their customers might choose to watch less  
7 expensive, filtered content using VidAngel; (iii) VidAngel might disrupt Plaintiffs’  
8 distribution cycles by offering filtered content for streaming before Plaintiffs  
9 authorized unfiltered streaming rentals; and (iv) VidAngel might disrupt Plaintiffs’  
10 ability to sell “windowing” opportunities to a specific LSS, charging it a premium  
11 for the right to begin offering a motion picture for streaming before its competitors  
12 may do so. VidAngel’s new technology resolves every one of those concerns.<sup>3</sup>

13 **II. PLAINTIFFS FURTHER TACITLY CONCEDE THEY HAVE NO**  
14 **LEGAL BASIS TO OPPOSE VIDANGEL’S MOTION**

15 Plaintiffs also do not dispute that if VidAngel’s new technology operates as  
16 VidAngel has declared under oath that it does, VidAngel’s service would be  
17 protected under copyright law as a fair use. Still further, Plaintiffs do not even  
18 contend that the Court must engage in a fair use analysis at all to approve  
19 VidAngel’s new service. They have represented both to this Court and to the Ninth  
20 Circuit that a filtering technology based on the use of authorized streams would be  
21 protected by the Family Movie Act (“FMA”). 17 U.S.C. § 110(11). For example,  
22 in oral argument to the Ninth Circuit, Plaintiffs’ counsel Don Verrilli advised that  
23 VidAngel should “appl[y] filtering to a licensed stream. It connects up with  
24 Amazon or Google, whoever it is who have actually done what they should have

25 \_\_\_\_\_  
26 <sup>3</sup> Plaintiffs also have not pointed to any aspect of VidAngel’s new technology as  
27 creating a *likelihood* of irreparable injury, as opposed to some hypothetical injury  
28 they believe they might somehow discover through months of discovery.

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1 done and gotten a license for the public performance rights.” (Declaration of David  
2 Quinto dated June 21 (“June 21 Quinto Dec.”), Ex. H at 28:16-22.) Plaintiffs’  
3 counsel also argued that if VidAngel came up with “some different system that  
4 doesn’t violate the DMCA,” VidAngel should “talk to the district judge about  
5 modifying the injunction. I think that’s the proper course here.” (*Id.* at 25:8-12.)  
6 That is exactly what VidAngel has done.

7 The other concerns Plaintiffs voice—such as that VidAngel’s service might  
8 be so terrible that its customers come to believe that even the quality of LSSs must  
9 also be terrible—are nothing more than wholly unfounded speculation. (And the  
10 studios are able to point to that particular “concern” only because, by denying  
11 streaming licenses to all filtering services, they deny themselves the ability to  
12 exercise quality control over those services.) The Court should not enjoin  
13 VidAngel’s new service based on rank speculation.

14 **III. VIDANGEL’S NEW TECHNOLOGY IS THE SAME AS ITS LEGACY**  
15 **TECHNOLOGY IN MOST RESPECTS**

16 The novel features of VidAngel’s new technology are explained at length in  
17 the Motion to Clarify and supporting Declaration of David Quinto dated June 19,  
18 2017. When VidAngel developed its new technology, instead of attempting to  
19 reinvent the wheel, it maintained virtually all the core functionality of its enjoined  
20 technology. (June 21 Quinto Dec., ¶ 6.) Specifically, it left unchanged (i) its use of  
21 a master file of an unaltered version of the motion picture to be filtered, (ii) its  
22 splitting of the master file into segments for streaming at multiple bitrates, (iii) the  
23 manner in which the personal filter setting impact the segments shown to a viewer,  
24 (iv) the encryption of the segments to prevent unauthorized access to the segments  
25 stored in the cloud, (v) the use of decryption keys delivered only to customers who  
26 now pay for a license to view content provided by a licensed streaming service  
27 (“LSS”), and (vi) the limitation that content streamed by VidAngel can be viewed  
28 by customers on only as many screens as are permitted by the source of the content,



1 i.e., just one screen when DVDs were used but one to four screens as permitted by  
 2 Netflix, Amazon, or other LSS. (*Id.*) Owing to VidAngel’s extensive incorporation  
 3 of its legacy technology into its new technology, the only significant differences  
 4 between the two are those called out in paragraphs 6 and 7 of the June 19 Quinto  
 5 Declaration. Those differences allow for the elimination of decryption and the  
 6 switch from disc-based filtering to stream-based filtering. (*Id.*) The legacy  
 7 technology was, of course, the subject of written, expert, and deposition discovery a  
 8 year ago. (*Id.*) Thus, Plaintiffs have already conducted discovery on these  
 9 functional aspects of VidAngel’s new technology.

10 **IV. PLAINTIFFS’ PURPORTED QUESTIONS ABOUT VIDANGEL’S**  
 11 **NEW SERVICE REFLECT ONLY THAT THEY HAVE NOT READ**  
 12 **VIDANGEL’S PAPERS**

13 Plaintiffs would justify their request for unlimited written discovery, an expert  
 14 inspection, and two full-length depositions on the basis that VidAngel’s papers  
 15 describing its new technology purportedly raise important new questions. Not so.  
 16 Plaintiffs are merely speculating that if given enough time and discovery they *might*  
 17 find some evidence of irreparable injury.

18 The answers to Plaintiffs’ “significant questions” can all be found in  
 19 VidAngel’s papers. The first “significant question” asked by Plaintiffs is whether  
 20 “VidAngel itself is streaming from its own ‘master’ copies of works that VidAngel  
 21 has created on its own servers rather than layering its filters over an authorized  
 22 stream from the licensed streaming services.” (Plaintiffs’ *Ex Parte* Application (“*Ex*  
 23 *Parte* App.”) at 1:14-18 (Dkt 183).) In the next breath, though, Plaintiffs concede  
 24 they know the answer: “VidAngel indisputably itself is publicly performing works  
 25 to its users.” (*Id.* at 1:18-19.) Paragraph 7 of the June 19 Quinto Declaration  
 26 explains the streaming process in granular detail. Paragraph 7(F) reflects that  
 27 Plaintiffs’ understanding is correct. And that fact is not buried in a declaration;  
 28 VidAngel’s Memorandum of Points and Authorities (“MPAS”) both called attention

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1 to that copying up front (MPAS at 5-6) and argued extensively that such copying is  
2 protected by fair use. (*Id.* at 12-18.)

3 Next, referring to Paragraph 6 of the June 19 Quinto Declaration, Plaintiffs  
4 raise a “key question” concerning whether VidAngel purchases “a digital copy for  
5 every customer or one master copy?” Secondly, they ask, “Does [VidAngel]  
6 purchase a digital download or rent a stream?” Again, one has only to read the June  
7 19 Quinto Declaration to know the answers. As explained in that declaration at  
8 2:14-18, paragraph 6 addresses “the creation of available filters,” while paragraph 7  
9 addresses “the streaming of the movie.” Paragraph 6 thus has nothing to do with  
10 customers. The answer, explained in paragraph 7 is that *every* VidAngel customer  
11 who watches a filtered version of a movie pays an LSS for that privilege: “Upon  
12 selecting a motion picture, VidAngel either accesses the consumer’s subscription  
13 video-on-demand (‘SVOD’) with his or her LSS, or accesses a stream the consumer  
14 has already purchased from the LSS.” (June 19 Quinto Dec., ¶ 7(D).) Plaintiffs’  
15 secondary question is answered in paragraph 6(A): “VidAngel *purchases* a digital  
16 transmission of a motion picture.”

17 Plaintiffs then ask “what a ‘framebuffer’ version is” and “what the nature is of  
18 the copies VidAngel appears to be generating.” Again, the answers were provided  
19 clearly (and could readily be explained by Plaintiffs’ own IT personnel): “A  
20 ‘framebuffer’ is a portion of random access memory (“RAM”) containing a bitmap  
21 image file format used to store and refresh a video display buffer . . . . [T]he  
22 framebuffer version is essentially a digital copy of the video . . . .” (June 19 Quinto  
23 Dec. at 3:18-20.) The “nature of the copies” VidAngel creates is also explained:  
24 “the VidAngel tagger then generates eight versions of the movie, each at different  
25 bitrates.” (June 19 Quinto Dec., ¶ 6(E).)

26 Next, Plaintiffs express concern that VidAngel’s technology might not work  
27 as represented (which, if true, would mean that an order clarifying the Preliminary  
28 Injunction might not insulate VidAngel from contempt). They ask “how,

1 technologically, th[e] stream [VidAngel receives from an LSS] gets matched to the  
 2 stream the customer receives.” (*Ex Parte* App. at 8:13-17.) Although VidAngel did  
 3 not explain how that aspect of its technology is accomplished because it is irrelevant  
 4 to any copyright analysis, VidAngel did explain that it matches the stream to the  
 5 consumer so that, “if a consumer tries to watch [the movie being streamed]  
 6 simultaneously on a second device using the LSS’s app, the LSS is alerted to the  
 7 existence of multiple streams and can enforce any requirement or limitations  
 8 concerning the use of a second device.” (June 19 Quinto Dec., ¶ 7, n.10.) Further,  
 9 VidAngel continuously monitors the stream so that if the LSS cuts off or stops  
 10 providing its stream for any reason, VidAngel will also terminate its stream.” (June  
 11 19 Quinto Dec. at 6:18-25.)

12 In seeking the Preliminary Injunction, Plaintiffs did not dispute that  
 13 VidAngel’s use of its cloud-based encryption system had never resulted in any  
 14 instance of piracy. Nevertheless, Plaintiffs now complain that “VidAngel does not  
 15 give any details.” (*Ex Parte* App. at 8.) Of course, Plaintiffs were allowed to, and  
 16 did, conduct discovery of VidAngel’s security technology before moving for the  
 17 entry of a Preliminary Injunction. The same security technology is still in use.

18 Sadly, there is some merit to Plaintiffs’ last concern—quality control—but  
 19 that problem is entirely created by Plaintiffs, themselves. For technological reasons,  
 20 no service forced to ride on top of a licensed stream will ever be quite as good as it  
 21 could be if it were licensed to stream itself. Any such service is necessarily limited  
 22 by the constraints of the stream it receives but would be free of those constraints if it  
 23 initiated the stream. Even using its new technology, VidAngel might well be unable  
 24 filter closed captioning and cannot provide surround sound. It has, though,  
 25 overcome hurdles that other services, such as ClearPlay, cannot surmount. For  
 26 example, VidAngel’s new technology allows filtered streaming of high definition  
 27 (HD) content that no other service is able to provide. The evidence before the trial  
 28 court in considering the preliminary injunction request was that various independent

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1 services that measure consumer satisfaction all found that VidAngel’s customers  
2 reported higher levels of satisfaction than did consumers who watched unfiltered  
3 streamed content from the studios’ LSS providers. (Declaration of Neal Harmon in  
4 support of VidAngel’s Opposition to Plaintiffs’ Motion for Preliminary Injunction, ¶  
5 27 (Dkt 43).)

6 **V. VIDANGEL AND THE PUBLIC ARE ENTITLED TO AN EARLY,**  
7 **WITHOUT PREJUDICE, MERITS DECISION**

8 Plaintiffs’ proposed discovery would, on its face, delay any further briefing  
9 on the Motion to Clarify for *at least 83 days* while Plaintiffs took extensive, one-  
10 sided discovery of VidAngel. Specifically, Plaintiffs propose that they be permitted  
11 to (1) serve unlimited written discovery, (2) inspect VidAngel’s new service  
12 (presumably by an expert), and (3) take two seven-hour depositions. (*Ex Parte App.*  
13 at 9-10.) The proposed schedule does not allow for *any* discovery by VidAngel. It  
14 ignores that VidAngel would seek to depose Plaintiffs’ expert who inspects its  
15 technology and their person most knowledgeable on any alleged irreparable harm.  
16 Rather than wait up to five months to conduct discovery, the Court should consider  
17 the present Motion to Clarify on the merits, but without prejudice to Plaintiffs’ right  
18 to contest it later should they find evidence of irreparable injury resulting from  
19 VidAngel’s new service. Again, the mere suggestion that this new technology –  
20 which by definition works in conjunction with Plaintiffs’ existing distribution  
21 channels and windows – might be somehow harmful should afford the basis for  
22 delaying a merits decision on VidAngel’s motion by five or more months. If  
23 Plaintiffs learn through discovery that VidAngel’s new technology is not as  
24 described, contempt could follow. For that reason, VidAngel exercised great care in  
25 describing its new technology in great detail. If they learn of some *real*, non-  
26 speculative irreparable injury owing to the new technology, then a new preliminary  
27 injunction motion would be in order. Until, then, Plaintiffs are not entitled to the  
28 benefit of the doubt. *See eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 392-3

1 (2006); *Flexible Lifeline Sys. v. Precision Lift, Inc.*, 654 F.3d 989, 995-996 (9th Cir.  
2 2011) (requiring an “independent showing” that the plaintiff was likely to suffer  
3 irreparable harm).

4 **VI. PLAINTIFFS’ OPEN-ENDED DELAY REQUEST IS POLITICALLY**  
5 **MOTIVATED**

6 Plaintiffs are trying to avoid being boxed into a corner by VidAngel. If they  
7 acknowledge that VidAngel’s new technology causes them no injury whatever and  
8 is protected by the FMA (as they have suggested to this Court (*see* VidAngel’s  
9 MPAS at 8-9) and to the Ninth Circuit (*see* June 21 Quinto Dec., Ex. H), they must  
10 allow filtering. Alternatively, if they acknowledge that VidAngel’s new technology  
11 causes them no injury and furthers the purposes of the FMA, VidAngel’s new  
12 technology would be a lawful fair use. On the other hand, if they oppose  
13 VidAngel’s motion when they cannot show any injury, much less irreparable injury,  
14 by attempting to argue that “unauthorized copying is never permitted,” the truth will  
15 be laid bare. They oppose filtering, plain and simple.

16 Plaintiffs’ immediate predicament lies in the fact that VidAngel has asked  
17 members of Congress to clarify and update the FMA. As Congress did during 2003-  
18 04, it is trying to persuade the stakeholders to negotiate an agreement to allow  
19 American families to enjoy filtered content in private, and specifically by allowing  
20 American families to have filtered content streamed to them. The senator who  
21 sponsored the FMA in the Senate, Orrin G. Hatch, has again taken the  
22 lead. Following months of communications directly with interested parties and  
23 indirectly through their lobbyists, Senator Hatch, joined by Senator Mike Lee and  
24 Representatives Mia B. Love, Rob Bishop, and Chris Stewart, wrote to, among  
25 others, the Motion Picture Association of America (“MPAA”), the Directors Guild  
26 of America (“DGA”), the Producers Guild of America, the Internet and Television  
27 Association of America, and even VidAngel’s competitor ClearPlay, to that end.  
28 Senator Hatch and the other co-authors of the letter observed that:

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At the time the FMA was passed, most home viewing of movies occurred via DVD. That is no longer the case. The advent and increasing popularity of online streaming has transformed the way Americans watch movies. Gone are the days when most people traveled to a video rental store, or purchased a DVD, to watch a movie at home. Nowadays when someone wants to watch a movie, more likely than not he or she goes on Netflix, Amazon, or other streaming service; selects the movie; and then streams it directly onto a computer or linked device.

(June 22 Quinto Dec., ¶ 15 and Ex. G thereto.) The authors then explained their concerns to motion picture industry: “We . . . do wish to express to you our strong desire that consumers be able to have access to *effective online filtering technology* consistent with the FMA and other applicable laws. We would hope that such technology could ultimately become available *across multiple devices and multiple streaming services.*” *Id.* (emphasis supplied).

Owing to its newly developed, unique technology, VidAngel is now the *only* service able to offer online filtering across multiple devices and multiple streaming services. (June 21 Quinto Dec., ¶ 17.) Again, although Plaintiffs frame their request as requiring a three-month delay to be followed by a negotiated briefing schedule on a motion that is already pending, they surely realize that VidAngel will want to depose their expert who examines VidAngel’s technology and conduct an additional deposition of whomever they designate to testify concerning any perceived irreparable injury they claim VidAngel’s new technology will cause. In that event, there would be a four- or five-month delay before the parties even begin to negotiate a briefing and hearing schedule. That delay is as unacceptable as it is unnecessary for the purposes of the Motion.

The sensible resolution is to allow Plaintiffs an additional week to oppose VidAngel’s pending motion, and then decide the motion without prejudice to Plaintiffs’ right later to challenge any order granting it based on the discovery of

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1 evidence that VidAngel’s new technology is somehow causing an irreparable  
2 injury. It would be unfair, to say the least, to deny VidAngel the right to engage in a  
3 very substantial portion of its business for months and months on end if VidAngel’s  
4 new service is either protected by the FMA (as Plaintiffs have intimated) or is a fair  
5 use. And, if this Court believes that VidAngel’s new technology does not pass  
6 judicial muster, VidAngel is entitled to know that now, before months of costly and  
7 potentially needless discovery.

8 **VII. VIDANGEL WAS ENTITLED TO AN ADVISORY OPINION AND**  
9 **MET AND CONFERRED FOR MONTHS WITH REGARD TO THAT**  
10 **OPINION**

11 VidAngel was entitled to an “advisory opinion” when it met and conferred  
12 with Plaintiffs in January because courts recognize that litigants should not have to  
13 undergo the expense and expenditure of time to develop a new technology only for  
14 the court to disapprove it. *See Matter of Hendrix*, 986 F.2d 195, 200 (7th Cir. 1993)  
15 (*citing Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 15 (1945)); *Daniels Health Scis.,*  
16 *LLC v. Vascular Health Sciences, LLC*, 710 F.3d 579, 586 (5th Cir. 2013).

17 Accordingly, when VidAngel initially contacted Plaintiffs on January 17, 2017,  
18 concerning a “method to provide a filtering service that would avoid the necessity to  
19 decrypt content while ensuring that content holders are paid a streaming license  
20 fee,” it deserved a substantive response from Plaintiffs. Rather than discuss the  
21 proposed method, Plaintiffs flatly refused to engage in any dialogue about “a service  
22 that does not yet exist.” (June 21 Quinto Dec., Ex. B.) Indeed, Plaintiffs suggest in  
23 their *ex parte* application that they believed they had no obligation to meet and  
24 confer with VidAngel about this service because it was “purely hypothetical.” (Dkt.  
25 183 at 2.)

26 Plaintiffs’ purported ignorance of the law is hard to believe. More likely it is  
27 merely a cover for their refusal to take any position concerning VidAngel’s new  
28 technology. In fact, the parties have been engaged in on-going discussions about

1 VidAngel’s new service for months. (June 21 Quinto Dec. ¶¶ 4-9.) Indeed, after  
2 VidAngel’s new technology was fully developed, VidAngel again approached  
3 Plaintiffs asking them to agree that the technology should not be enjoined. (*Id.* ¶¶ 7-  
4 8.) Plaintiffs again refused, and only then did the Motion follow. (*Id.*) VidAngel  
5 has, thus, complied with both the spirit and the substance of Local Rule 7-3. And,  
6 of course, nowhere does Local Rule 7-3 state that it entitles an opposing party to  
7 months of additional discovery merely to determine if it might credibly oppose a  
8 motion. Finally, Plaintiffs are not opposed to re-filing this Motion to cure any  
9 alleged technical violation of Local Rule 7-3, to the extent the Court requires it.

10 **CONCLUSION**

11 For the foregoing reasons, VidAngel respectfully requests that the Court deny  
12 Plaintiffs’ *Ex Parte* Application. Alternatively, should it find that VidAngel  
13 somehow violated Local Rule 7-3, the Court should continue the date of the Motion  
14 to allow Plaintiffs any additional time the Court deems is necessary to comply with  
15 Local Rule 7-3.

16  
17 DATED: June 21, 2017

BAKER MARQUART LLP

18 /s/ Jaime W. Marquart  
19 Jaime W. Marquart  
20 Scott M. Malzahn

21 *Attorneys for Defendant and*  
22 *Counterclaimant VidAngel, Inc.*  
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