

1 LEE TRAN LIANG & WANG LLP
Enoch H. Liang (SBN 212324)
2 enoch.liang@lflw.com
Heather F. Auyang (SBN 191776)
3 heather.auyang@lflw.com
601 Gateway Boulevard, Suite 1010
4 South San Francisco, CA 94080
Telephone: (650) 422-2130
5 Facsimile: (213) 612-3773

6 LEE TRAN LIANG & WANG LLP
Timothy S. Fox (SBN 280918)
7 timothy.fox@lflw.com
601 S. Figueroa Street, Suite 3900
8 Los Angeles, CA 90017
Telephone: (213) 612-8900
9 Facsimile: (213) 612-3773

10 Attorneys for Plaintiff
VIDANGEL LLC

11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14

15 VIDANGEL LLC,
16 Plaintiff,
17 v.
18 CLEARPLAY INC, and DOES 1 through
19 10,
20 Defendants.

E-FILING

Case No.

**COMPLAINT FOR
DECLARATORY JUDGMENT
OF PATENT NON-
INFRINGEMENT AND
INVALIDITY**

DEMAND FOR JURY TRIAL

1 Plaintiff VidAngel LLC (“VidAngel”) hereby pleads the following claims for
2 Declaratory Judgment against Defendants ClearPlay Inc. (“ClearPlay”) and DOES 1
3 through 10, and alleges as follows:

4 **NATURE OF THE ACTION**

5 1. This action is based on the patent laws of the United States, Title 35 of
6 the United States Code. Based on VidAngel’s anticipated launch of its filtering
7 software for streaming video, ClearPlay has alleged infringement of U.S. Patent
8 Nos. 6,898,799 (“the ‘799 patent”), 6,889,383 (“the ‘383 patent”), 7,526,784 (“the
9 ‘784 patent”), 7,543,318 (“the ‘318 patent”), 7,577,970 (“the ‘970 patent”),
10 7,975,021 (“the ‘021 patent”), and 8,117,282 (“the ‘282 patent”) (collectively, the
11 “Patents-in-Suit”) and told VidAngel that it intends to “stop” VidAngel’s
12 commercial activities. VidAngel contends that it does not infringe any validly
13 issued Patents-in-Suit.

14 2. As a result, this action involves an actual case or controversy
15 concerning the Patents-in-Suit. VidAngel thus seeks a declaration that it does not
16 infringe the Patents-in-Suit and that the Patents-in-Suit are invalid.

17 **PARTIES**

18 3. Plaintiff VidAngel is a Utah limited liability company with its principal
19 place of business at 1154 Holly Circle, Provo, Utah 84604. VidAngel provides
20 products and services related to a cloud-based software solution for filtering
21 streaming video.

22 4. On information and belief, Defendant ClearPlay is a corporation
23 organized under the laws of the State of Delaware.

24 5. The true names or capacities of defendants named herein as DOES 1
25 through 10 are presently unknown to Plaintiff. Therefore, Plaintiff sues said
26 defendants by such fictitious names, and will amend this Complaint to show their
27 true names and capacities when the same has been ascertained. Plaintiff is informed
28

1 and believes, and based on such information and belief, alleges that defendants sued
2 as DOES 1 through 10, and each of them, are liable in whole or in part for the acts
3 alleged herein.

4 JURISDICTION AND VENUE

5 6. This action arises under the Patent Laws of the United States, 35 U.S.C.
6 §§ 1, *et seq.*, and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*

7 7. This Court has subject matter jurisdiction over this action pursuant to
8 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202.

9 8. An actual, justiciable controversy exists between VidAngel (on the one
10 hand) and ClearPlay (on the other) by virtue of ClearPlay's allegations that
11 VidAngel infringes the Patents-in-Suit by making, using, offering to sell or selling
12 products and services related to a cloud-based software solution for filtering
13 streaming video in the United States, and by ClearPlay's threats to "stop" VidAngel
14 from launching its software solution.

15 9. VidAngel contends that it has a right to make, use and sell its software,
16 systems, and technology, including those incorporated in its products, without
17 license from ClearPlay.

18 10. The Court has personal jurisdiction over ClearPlay because on
19 information and belief ClearPlay has conducted substantial business in (and has
20 substantial contact with) the Northern District of California. On information and
21 belief, ClearPlay and/or its affiliated companies also market, offer for sale and sell
22 products in this District. *See, e.g.*, [https://www.clearplay.com/p-381-clearplay-
23 player-and-membership.aspx](https://www.clearplay.com/p-381-clearplay-player-and-membership.aspx).

24 11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391
25 because ClearPlay is subject to personal jurisdiction in this judicial district.
26 VidAngel also has substantial business in (and has substantial contact with) the
27 Northern District of California, including conducting extensive business
28

1 negotiations with entities located in this judicial district. For example, negotiations
2 with our primary content partner, with potential technology partners, and with
3 district-based venture capitalists considering investment in VidAngel. Finally,
4 VidAngel has invited key investors, customers and friends in this judicial district to
5 test and review its technology.

6 INTRADISTRICT ASSIGNMENT

7 12. Pursuant to Civil Local Rule 3-2(c), this action is properly assigned to
8 any of the divisions in this district because it is an intellectual property action.

9 10 FACTUAL BACKGROUND

11 13. On May 24, 2005, the United States Patent and Trademark Office
12 (“USPTO”) issued the ‘799 patent entitled “Multimedia Content Navigation and
13 Playback.” The ‘799 patent states on its face that it was assigned to ClearPlay. A
14 true and correct copy of the ‘799 patent is attached to this Complaint as Exhibit A.

15 14. On May 3, 2005, the USPTO issued the ‘383 patent entitled “Delivery
16 of Navigation Data for Playback of Audio and Video Content.” The ‘383 patent
17 states on its face that it was assigned to ClearPlay. A true and correct copy of the
18 ‘383 patent is attached to this Complaint as Exhibit B.

19 15. On April 28, 2009, the USPTO issued the ‘784 patent entitled
20 “Delivery of Navigation Data for Playback of Audio and Video Content.” The ‘784
21 patent states on its face that it was assigned to ClearPlay. A true and correct copy of
22 the ‘784 patent is attached to this Complaint as Exhibit C.

23 16. On June 2, 2009, the USPTO issued the ‘318 patent entitled “Delivery
24 of Navigation Data for Playback of Audio and Video Content.” The ‘318 patent
25 states on its face that it was assigned to ClearPlay. A true and correct copy of the
26 ‘318 patent is attached to this Complaint as Exhibit D.

27 17. On August 18, 2009, the USPTO issued the ‘970 patent entitled
28

1 “Multimedia Content Navigation and Playback.” The ‘970 patent states on its face
2 that it was assigned to ClearPlay. A true and correct copy of the ‘970 patent is
3 attached to this Complaint as **Exhibit E**.

4 18. On July 5, 2011, the USPTO issued the ‘021 patent entitled “Method
5 and User Interface for Downloading Audio and Video Content Filters to a Media
6 Player.” The ‘021 patent states on its face that it was assigned to ClearPlay. A true
7 and correct copy of the ‘021 patent is attached to this Complaint as **Exhibit F**.

8 19. On February 14, 2012, the USPTO issued the ‘282 patent entitled
9 “Media Player Configured to Receive Playback Filters from Alternative Storage
10 Mediums.” The ‘282 patent states on its face that it was assigned to ClearPlay. A
11 true and correct copy of the ‘282 patent is attached to this Complaint as **Exhibit G**.

12 20. On information and belief, ClearPlay asserts that it has right, title, and
13 interest in the ‘799, ‘383, ‘784, ‘318, ‘970, ‘021, and ‘282 patents.

14 21. On or around November 25, 2013, through its counsel, ClearPlay sent a
15 letter to VidAngel (“ClearPlay Letter”). A true and correct copy of ClearPlay’s
16 Letter to VidAngel is attached hereto as **Exhibit H**. The ClearPlay Letter
17 specifically identified VidAngel’s software product and launch date, stating that
18 “[ClearPlay] understands that [VidAngel] intends to launch a browser app plugin
19 that would filter out undesirable content on streaming video (Google Play,
20 YouTube, etc.). From what we have seen, this launch is set for Saturday, December
21 21, 2013.” *Id.*

22 22. The ClearPlay Letter sought a discussion concerning “potential
23 collaboration with VidAngel in furthering the mutual goal of providing clean
24 entertainment for families.” *Id.* The ClearPlay Letter listed the Patents-in-Suit and
25 included a binder with copies of the Patents-in-Suit. The ClearPlay letter concluded
26 with “[a]fter review of this letter and the attached patents, my client’s hope is that
27 VidAngel will be willing to sit down with ClearPlay to discuss potential
28

1 collaboration on this technology going forward.” *Id.*

2 23. On December 21, 2013, VidAngel representatives met with ClearPlay
3 representatives (“December 21, 2013 meeting”). At that meeting, ClearPlay stated
4 that it intended to stop VidAngel from entering the market.

5 24. On December 23, 2013, ClearPlay stated that it would not license its
6 intellectual property to VidAngel and re-iterated ClearPlay’s “history and policy of
7 defending and protecting its intellectual property at all costs because of its
8 importance to our mission, vision and values.”

9 25. However, VidAngel does not infringe the Patents-in-Suit.
10 Additionally, the Patents-in-Suit are invalid. Accordingly, an actual and justiciable
11 controversy exists between VidAngel and ClearPlay as to whether VidAngel
12 infringes any valid claim of the Patents-in-Suit. Absent a declaration of non-
13 infringement and/or invalidity, ClearPlay will continue to wrongly assert the
14 Patents-in-Suit against VidAngel, and thereby cause VidAngel irreparable harm.

15 COUNT I

16 **(Declaratory Relief Regarding Noninfringement of U.S. Patent No. 6,898,799)**

17 26. VidAngel restates and incorporates by reference each of the allegations
18 set forth in the paragraphs above, as if fully set forth herein.

19 27. ClearPlay contends that VidAngel has or is infringing one or more
20 claims of the ‘799 patent.

21 28. On information and belief, ClearPlay claims to be the owner of all
22 right, title and interest in the ‘799 patent, including the right to assert all causes of
23 action arising under that patent and the right to any remedies for infringement of it.

24 29. VidAngel does not infringe any claim of the ‘799 patent, directly or
25 indirectly, contributorily or otherwise, through its or its customer’s activities in
26 conjunction with any of VidAngel’s products or services.

27 30. As set forth above, an actual and justiciable controversy exists between
28

1 VidAngel and ClearPlay as to VidAngel’s noninfringement of the ‘799 patent.

2 31. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
3 *et seq.*, VidAngel requests that this Court enter a judgment that VidAngel does not
4 infringe, under any theory of infringement, any valid claim of the ‘799 patent.

5 **COUNT II**

6 **(Declaratory Relief Regarding Invalidity of U.S. Patent No. 6,898,799)**

7 32. VidAngel restates and incorporates by reference each of the allegations
8 set forth in the paragraphs above, as if fully set forth herein.

9 33. Upon information and belief, ClearPlay contends that the ‘799 patent is
10 valid.

11 34. The claims of the ‘799 patent are invalid for failure to comply with one
12 or more of the conditions for patentability set forth in Title 35 of the United States
13 Code, including without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

14 35. As set forth above, an actual and justiciable controversy exists between
15 VidAngel and ClearPlay as to whether the claims of the ‘799 patent are invalid.

16 36. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
17 *et seq.*, VidAngel requests that this Court enter a judgment that the claims of the
18 ‘799 patent are invalid pursuant to Title 35 of the United States Code, including
19 without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

20 **COUNT III**

21 **(Declaratory Relief Regarding Noninfringement of U.S. Patent No. 6,889,383)**

22 37. VidAngel restates and incorporates by reference each of the allegations
23 set forth in the paragraphs above, as if fully set forth herein.

24 38. ClearPlay contends that VidAngel has or is infringing one or more
25 claims of the ‘383 patent.

26 39. On information and belief, ClearPlay claims to be the owner of all
27 right, title and interest in the ‘383 patent, including the right to assert all causes of
28

1 action arising under that patent and the right to any remedies for infringement of it.

2 40. VidAngel does not infringe any claim of the '383 patent, directly or
3 indirectly, contributorily or otherwise, through its or its customer's activities in
4 conjunction with any of VidAngel's products or services.

5 41. As set forth above, an actual and justiciable controversy exists between
6 VidAngel and ClearPlay as to VidAngel's noninfringement of the '383 patent.

7 42. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
8 *et seq.*, VidAngel requests that this Court enter a judgment that VidAngel does not
9 infringe, under any theory of infringement, any valid claim of the '383 patent.

10 **COUNT IV**

11 **(Declaratory Relief Regarding Invalidity of U.S. Patent No. 6,889,383)**

12 43. VidAngel restates and incorporates by reference each of the allegations
13 set forth in the paragraphs above, as if fully set forth herein.

14 44. Upon information and belief, ClearPlay contends that the '383 patent is
15 valid.

16 45. The claims of the '383 patent are invalid for failure to comply with one
17 or more of the conditions for patentability set forth in Title 35 of the United States
18 Code, including without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

19 46. As set forth above, an actual and justiciable controversy exists between
20 VidAngel and ClearPlay as to whether the claims of the '383 patent are invalid.

21 47. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
22 *et seq.*, VidAngel requests that this Court enter a judgment that the claims of the
23 '383 patent are invalid pursuant to Title 35 of the United States Code, including
24 without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

25 **COUNT V**

26 **(Declaratory Relief Regarding Noninfringement of U.S. Patent No. 7,526,784)**

27 48. VidAngel restates and incorporates by reference each of the allegations
28

1 set forth in the paragraphs above, as if fully set forth herein.

2 49. ClearPlay contends that VidAngel has or is infringing one or more
3 claims of the '784 patent.

4 50. On information and belief, ClearPlay claims to be the owner of all
5 right, title and interest in the '784 patent, including the right to assert all causes of
6 action arising under that patent and the right to any remedies for infringement of it.

7 51. VidAngel does not infringe any claim of the '784 patent, directly or
8 indirectly, contributorily or otherwise, through its or its customer's activities in
9 conjunction with any of VidAngel's products or services.

10 52. As set forth above, an actual and justiciable controversy exists between
11 VidAngel and ClearPlay as to VidAngel's noninfringement of the '784 patent.

12 53. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
13 *et seq.*, VidAngel requests that this Court enter a judgment that VidAngel does not
14 infringe, under any theory of infringement, any valid claim of the '784 patent.

15 **COUNT VI**

16 **(Declaratory Relief Regarding Invalidity of U.S. Patent No. 7,526,784)**

17 54. VidAngel restates and incorporates by reference each of the allegations
18 set forth in the paragraphs above, as if fully set forth herein.

19 55. Upon information and belief, ClearPlay contends that the '784 patent is
20 valid.

21 56. The claims of the '784 patent are invalid for failure to comply with one
22 or more of the conditions for patentability set forth in Title 35 of the United States
23 Code, including without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

24 57. As set forth above, an actual and justiciable controversy exists between
25 VidAngel and ClearPlay as to whether the claims of the '784 patent are invalid.

26 58. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
27 *et seq.*, VidAngel requests that this Court enter a judgment that the claims of the
28

1 '784 patent are invalid pursuant to Title 35 of the United States Code, including
2 without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

3 **COUNT VII**

4 **(Declaratory Relief Regarding Noninfringement of U.S. Patent No. 7,543,318)**

5 59. VidAngel restates and incorporates by reference each of the allegations
6 set forth in the paragraphs above, as if fully set forth herein.

7 60. ClearPlay contends that VidAngel has or is infringing one or more
8 claims of the '318 patent.

9 61. On information and belief, ClearPlay claims to be the owner of all
10 right, title and interest in the '318 patent, including the right to assert all causes of
11 action arising under that patent and the right to any remedies for infringement of it.

12 62. VidAngel does not infringe any claim of the '318 patent, directly or
13 indirectly, contributorily or otherwise, through its or its customer's activities in
14 conjunction with any of VidAngel's products or services.

15 63. As set forth above, an actual and justiciable controversy exists between
16 VidAngel and ClearPlay as to VidAngel's noninfringement of the '318 patent.

17 64. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
18 *et seq.*, VidAngel requests that this Court enter a judgment that VidAngel does not
19 infringe, under any theory of infringement, any valid claim of the '318 patent.

20 **COUNT VIII**

21 **(Declaratory Relief Regarding Invalidity of U.S. Patent No. 7,543,318)**

22 65. VidAngel restates and incorporates by reference each of the allegations
23 set forth in the paragraphs above, as if fully set forth herein.

24 66. Upon information and belief, ClearPlay contends that the '318 patent is
25 valid.

26 67. The claims of the '318 patent are invalid for failure to comply with one
27 or more of the conditions for patentability set forth in Title 35 of the United States
28

1 Code, including without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

2 68. As set forth above, an actual and justiciable controversy exists between
3 VidAngel and ClearPlay as to whether the claims of the ‘318 patent are invalid.

4 69. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
5 *et seq.*, VidAngel requests that this Court enter a judgment that the claims of the
6 ‘318 patent are invalid pursuant to Title 35 of the United States Code, including
7 without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

8 **COUNT IX**

9 **(Declaratory Relief Regarding Noninfringement of U.S. Patent No. 7,577,970)**

10 70. VidAngel restates and incorporates by reference each of the allegations
11 set forth in the paragraphs above, as if fully set forth herein.

12 71. ClearPlay contends that VidAngel has or is infringing one or more
13 claims of the ‘970 patent.

14 72. On information and belief, ClearPlay claims to be the owner of all
15 right, title and interest in the ‘970 patent, including the right to assert all causes of
16 action arising under that patent and the right to any remedies for infringement of it.

17 73. VidAngel does not infringe any claim of the ‘970 patent, directly or
18 indirectly, contributorily or otherwise, through its or its customer’s activities in
19 conjunction with any of VidAngel’s products or services.

20 74. As set forth above, an actual and justiciable controversy exists between
21 VidAngel and ClearPlay as to VidAngel’s noninfringement of the ‘970 patent.

22 75. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
23 *et seq.*, VidAngel requests that this Court enter a judgment that VidAngel does not
24 infringe, under any theory of infringement, any valid claim of the ‘970 patent.

25 **COUNT X**

26 **(Declaratory Relief Regarding Invalidity of U.S. Patent No. 7,577,970)**

27 76. VidAngel restates and incorporates by reference each of the allegations
28

1 set forth in the paragraphs above, as if fully set forth herein.

2 77. Upon information and belief, ClearPlay contends that the ‘970 patent is
3 valid.

4 78. The claims of the ‘970 patent are invalid for failure to comply with one
5 or more of the conditions for patentability set forth in Title 35 of the United States
6 Code, including without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

7 79. As set forth above, an actual and justiciable controversy exists between
8 VidAngel and ClearPlay as to whether the claims of the ‘970 patent are invalid.

9 80. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
10 *et seq.*, VidAngel requests that this Court enter a judgment that the claims of the
11 ‘970 patent are invalid pursuant to Title 35 of the United States Code, including
12 without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

13 **COUNT XI**

14 **(Declaratory Relief Regarding Noninfringement of U.S. Patent No. 7,975,021)**

15 81. VidAngel restates and incorporates by reference each of the allegations
16 set forth in the paragraphs above, as if fully set forth herein.

17 82. ClearPlay contends that VidAngel has or is infringing one or more
18 claims of the ‘021 patent.

19 83. On information and belief, ClearPlay claims to be the owner of all
20 right, title and interest in the ‘021 patent, including the right to assert all causes of
21 action arising under that patent and the right to any remedies for infringement of it.

22 84. VidAngel does not infringe any claim of the ‘021 patent, directly or
23 indirectly, contributorily or otherwise, through its or its customer’s activities in
24 conjunction with any of VidAngel’s products or services.

25 85. As set forth above, an actual and justiciable controversy exists between
26 VidAngel and ClearPlay as to VidAngel’s noninfringement of the ‘021 patent.

27 86. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
28

1 *et seq.*, VidAngel requests that this Court enter a judgment that VidAngel does not
2 infringe, under any theory of infringement, any valid claim of the ‘021 patent.

3 **COUNT XII**

4 **(Declaratory Relief Regarding Invalidity of U.S. Patent No. 7,975,021)**

5 87. VidAngel restates and incorporates by reference each of the allegations
6 set forth in the paragraphs above, as if fully set forth herein.

7 88. Upon information and belief, ClearPlay contends that the ‘021 patent is
8 valid.

9 89. The claims of the ‘021 patent are invalid for failure to comply with one
10 or more of the conditions for patentability set forth in Title 35 of the United States
11 Code, including without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

12 90. As set forth above, an actual and justiciable controversy exists between
13 VidAngel and ClearPlay as to whether the claims of the ‘021 patent are invalid.

14 91. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
15 *et seq.*, VidAngel requests that this Court enter a judgment that the claims of the
16 ‘021 patent are invalid pursuant to Title 35 of the United States Code, including
17 without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

18 **COUNT XIII**

19 **(Declaratory Relief Regarding Noninfringement of U.S. Patent No. 8,117,282)**

20 92. VidAngel restates and incorporates by reference each of the allegations
21 set forth in the paragraphs above, as if fully set forth herein.

22 93. ClearPlay contends that VidAngel has or is infringing one or more
23 claims of the ‘282 patent.

24 94. On information and belief, ClearPlay claims to be the owner of all
25 right, title and interest in the ‘282 patent, including the right to assert all causes of
26 action arising under that patent and the right to any remedies for infringement of it.

27 95. VidAngel does not infringe any claim of the ‘282 patent, directly or
28

1 indirectly, contributorily or otherwise, through its or its customer's activities in
2 conjunction with any of VidAngel's products or services.

3 96. As set forth above, an actual and justiciable controversy exists between
4 VidAngel and ClearPlay as to VidAngel's noninfringement of the '282 patent.

5 97. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
6 *et seq.*, VidAngel requests that this Court enter a judgment that VidAngel does not
7 infringe, under any theory of infringement, any valid claim of the '282 patent.

8 **COUNT XIV**

9 **(Declaratory Relief Regarding Invalidity of U.S. Patent No. 8,117,282)**

10 98. VidAngel restates and incorporates by reference each of the allegations
11 set forth in the paragraphs above, as if fully set forth herein.

12 99. Upon information and belief, ClearPlay contends that the '282 patent is
13 valid.

14 100. The claims of the '282 patent are invalid for failure to comply with one
15 or more of the conditions for patentability set forth in Title 35 of the United States
16 Code, including without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

17 101. As set forth above, an actual and justiciable controversy exists between
18 VidAngel and ClearPlay as to whether the claims of the '282 patent are invalid.

19 102. Pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201
20 *et seq.*, VidAngel requests that this Court enter a judgment that the claims of the
21 '282 patent are invalid pursuant to Title 35 of the United States Code, including
22 without limitation 35 U.S.C. §§ 101, 102, 103, and/or 112.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, VidAngel respectfully prays for judgment in favor of
25 VidAngel and against ClearPlay, as follows:

26 A. For a judicial determination and declaration that VidAngel has not
27 infringed and is not infringing, directly or indirectly, any claim of the Patents-in-
28

1 Suit;

2 B. For a judicial determination and declaration that each claim of the
3 Patents-in-Suit is invalid;

4 C. For injunctive relief against ClearPlay, and all persons acting on its
5 behalf or in concert with it, restraining them from further prosecuting or instituting
6 any action against VidAngel or VidAngel's customers claiming that the Patents-in-
7 Suit are valid or infringed, or for representing that VidAngel's products or services,
8 or that others' use thereof, infringe the Patents-in-Suit;

9 D. For a declaration that this case is exceptional under 35 U.S.C. § 285
10 and for an award of attorneys' fees and costs in this action; and

11 E. For such other and further relief as this Court may deem just and
12 proper.

13
14 **DEMAND FOR A JURY TRIAL**

15 VidAngel hereby demands a jury trial on all issues and claims so triable.

16
17 Dated: December 30, 2013

LEE TRAN LIANG & WANG LLP

18
19 By: 

20 Enoch H. Liang
21 Heather F. Auyang
22 Timothy S. Fox

23 Attorneys for Plaintiff
24 VIDANGEL LLC