

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**

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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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  
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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-  
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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  
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