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14

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
17

18 Universal City Studios Productions  
LLLP; Columbia Pictures Industries,  
19 Inc.; Disney Enterprises, Inc.;  
Twentieth Century Fox Film  
20 Corporation; Paramount Pictures  
Corporation; Warner Bros.  
21 Entertainment Inc.; Amazon Content  
Services, LLC; Netflix Studios, LLC,

22 Plaintiffs,  
23

24 vs.

25 TickBox TV LLC,  
26

27 Defendant.  
28

Case No.

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Universal City Studios Productions LLLP (“Universal”), Columbia  
2 Pictures Industries, Inc. (“Columbia”), Disney Enterprises, Inc. (“Disney”),  
3 Twentieth Century Fox Film Corporation (“Fox”), Paramount Pictures Corporation  
4 (“Paramount”), Warner Bros. Entertainment Inc. (“Warner Bros.”), Amazon  
5 Content Services, LLC (“Amazon”), and Netflix Studios, LLC (“Netflix”)  
6 (collectively, “Plaintiffs”) bring this Complaint against TickBox TV LLC  
7 (“TickBox” or “Defendant”) under the Copyright Act (17 U.S.C. § 101 et seq.).  
8 This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a),  
9 and 17 U.S.C. § 501(b). Plaintiffs allege, on personal knowledge as to themselves  
10 and information and belief as to others, as follows:

## 11 INTRODUCTION

12 1. TickBox sells “TickBox TV,” a computer hardware device that  
13 TickBox urges its customers to use as a tool for the mass infringement of Plaintiffs’  
14 copyrighted motion pictures and television shows (“Plaintiffs’ Copyrighted  
15 Works”). TickBox tells customers to “plug the Tickbox TV into your current  
16 television and enjoy unlimited access to ALL the hottest TV shows, Hollywood  
17 blockbusters and LIVE sporting events in one convenient little device ...  
18 ABSOLUTELY FREE.” And TickBox promotes the device as the means to “cut  
19 the cord” if “you’re sick of paying high monthly fees and expensive bills for your  
20 regular cable bill and premium cable channels like HBO and SHOWTIME ... [o]r if  
21 you’re tired of wasting money with online streaming services like Netflix, Hulu or  
22 Amazon Prime.”

If you're sick of paying high monthly fees and expensive bills for your regular cable bill and premium cable channels like HBO and SHOWTIME...

Or if you're tired of wasting money with online streaming services like Netflix, Hulu, or Amazon Prime...

**Get ready to cut the cord,  
because **TickBox TV™** is exactly  
what you're looking for!**



Simply plug the Tickbox TV™ into your current television and enjoy unlimited access to ALL the hottest TV shows, Hollywood blockbusters and LIVE sporting events in one convenient little device...

**ABSOLUTELY FREE**



2. What TickBox actually sells is nothing less than illegal access to Plaintiffs' copyrighted content. It works like this: TickBox distributes and promotes the TickBox TV "box," the black box in the right-hand side of TickBox's ad shown above. TickBox TV uses software to link TickBox's customers to infringing content on the Internet. When those customers use TickBox TV as Defendant intends and instructs, they have nearly instantaneous access to multiple sources that stream Plaintiffs' Copyrighted Works without authorization. These streams are illegal public performances of Plaintiffs' Copyrighted Works.

3. For the customers who use TickBox TV, the device provides the hallmarks of subscribing to authorized streaming services, with one notable exception: the customers only pay money to TickBox, not to Plaintiffs and other content creators upon whose works TickBox's business depends. Plaintiffs bring this action to stop TickBox's intentional inducement of, and knowing and material contribution to, the widespread infringement of Plaintiffs' rights.

**THE PARTIES**

4. Plaintiff Universal City Studios Productions LLLP is a limited liability limited partnership duly organized under the laws of the State of Delaware with its principal place of business in Universal City, California. Universal owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

5. Plaintiff Columbia Pictures Industries, Inc. is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Culver City, California. Columbia owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

6. Plaintiff Disney Enterprises, Inc. is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Burbank, California. Disney owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

7. Plaintiff Twentieth Century Fox Film Corporation is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Los Angeles, California. Fox owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

8. Plaintiff Paramount Pictures Corporation is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Los Angeles, California. Paramount owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

9. Plaintiff Warner Bros. Entertainment Inc. is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Burbank, California. Warner Bros. owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

10. Plaintiff Amazon Content Services, LLC is a corporation duly incorporated under the laws of the State of Delaware with its principal place of

1 business in Seattle, Washington. Amazon owns or controls the copyrights or  
2 exclusive rights in the content that it or its affiliates produce or distribute.

3 11. Plaintiff Netflix Studios, LLC is a corporation duly incorporated under  
4 the laws of the State of Delaware with its principal place of business in Los Gatos,  
5 California. Netflix owns or controls the copyrights or exclusive rights in the content  
6 that it or its affiliates produce or distribute.

7 12. Plaintiffs have obtained Certificates of Copyright Registration for their  
8 Copyrighted Works. Exhibit A contains a representative list of titles, along with  
9 their registration numbers, as to which TickBox has contributed to and induced  
10 infringement and continues to contribute to and induce infringement.

11 13. TickBox TV LLC is a corporation duly incorporated under the laws of  
12 the State of Georgia with its principal place of business at 5887 Glenridge Dr., #400,  
13 Sandy Springs, GA 30328.

#### 14 **JURISDICTION AND VENUE**

15 14. This Court has subject matter jurisdiction over this Complaint pursuant  
16 to 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C. § 501(b).

17 15. TickBox operates an eponymous interactive website  
18 (www.tickboxtv.com), where TickBox conducts online sales, offers “live chat”  
19 technical support, and promotes its TickBox TV device. This website is available to  
20 and used by California residents. TickBox TV’s widespread and growing popularity  
21 is reflected in the roughly half a million unique visitors per month to its website.

22 16. TickBox sells and ships its devices to California residents. It also  
23 provides ongoing technical support to California residents and manages TickBox  
24 TV units remotely by facilitating automatic software updates to TickBox TV  
25 customers who reside in California. TickBox utilizes the services of companies in  
26 California, including Facebook, YouTube, Twitter, and Google+ to advertise and  
27 promote TickBox TV to potential customers in California.  
28

17.     TickBox also knowingly and intentionally targets Plaintiffs and the State of California by openly encouraging TickBox TV customers in California and elsewhere to obtain “free” streams of infringing content rather than “wasting money with online streaming services like Netflix, Hulu or Amazon Prime.” TickBox encourages these customers to use TickBox TV to obtain infringing access to “Hollywood blockbusters,” further demonstrating its intent to target Plaintiffs and the State of California. TickBox further uses Plaintiffs’ or their affiliates’ trademarks for television channels (e.g., the Disney Channel) to demonstrate the range of available infringing content, and to advertise the availability of the latest “Hollywood blockbusters.”

18. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), 1400(a).

## FACTUAL OVERVIEW

## Plaintiffs and Their Copyrighted Works

19. Plaintiffs or their affiliates produce and distribute some of the most popular and critically acclaimed motion pictures and television shows in the world.

20. Plaintiffs or their affiliates have invested (and continue to invest) substantial resources and effort each year to develop, produce, distribute, and publicly perform their Copyrighted Works.

21. Plaintiffs or their affiliates own or have the exclusive U.S. rights (among others) to reproduce, distribute, and publicly perform Plaintiffs' Copyrighted Works, including by means of streaming those works over the Internet to the public.

22. Plaintiffs authorize the distribution and public performance of their Copyrighted Works in various formats and through multiple distribution channels, including, by way of example: (a) for exhibition in theaters; (b) through cable and direct-to-home satellite services (including basic, premium, and “pay-per-view”); (c) through authorized, licensed Internet video-on-demand services, including those

1 operated by iTunes, Google Play, Hulu, and VUDU, as well as those operated by  
2 Netflix and Amazon (which are affiliates of the copyright-owners Netflix and  
3 Amazon that are Plaintiffs here); (d) for private home viewing on DVDs and Blu-  
4 ray discs; and (e) for broadcast on television.

5 23. Plaintiffs have not authorized TickBox, the operators of the third-party  
6 sites to which its TickBox TV links, or TickBox's customers, to exercise any of  
7 Plaintiffs' exclusive rights under the Copyright Act, 17 U.S.C. § 106.



## 1 **TickBox's Inducement of and Contribution to the Infringement of Plaintiffs' Copyrighted Works**

### 3 *The TickBox TV Experience*

4 24. TickBox TV is easy for customers to install and operate. Customers  
5 need only connect TickBox TV to the Internet and a screen (computer monitor or  
6 television) to operate. TickBox's marketing materials illustrate how easy it is to  
7 install TickBox TV (the device itself appears within the red circle in TickBox's ad  
8 below, underneath the words, "just plug and play!"):  
9

10 **Here's how TickBox TV™ works:**  
11 Effortlessly connect Tickbox TV™ to your television, turn on the device,  
12 and explore the largest online media library on the planet!

13 **It's that easy!**

14  15 There is no setup required  
16 and everything is  
17 already done for you...  
18 **just plug and play!**

19 Tickbox TV™ searches the internet where it will locate and stream, virtually any television show,  
20 hollywood movie, or live sports event you want to watch...  
21 ...without you having to worry about paying rental fees or monthly subscriptions.

22 You can even tune into live television 24/7 including virtually  
23 all the channels you get from your local cable company and  
24 hundreds more from all over the world.

25  26  
27  
28



1        25.    TickBox markets its device as one that gives its customers direct access  
2 to “the largest online media library on the planet,” with “virtually all the channels  
3 you get from your local cable company,” and “without you having to worry about  
4 paying rental fees or monthly subscriptions.”

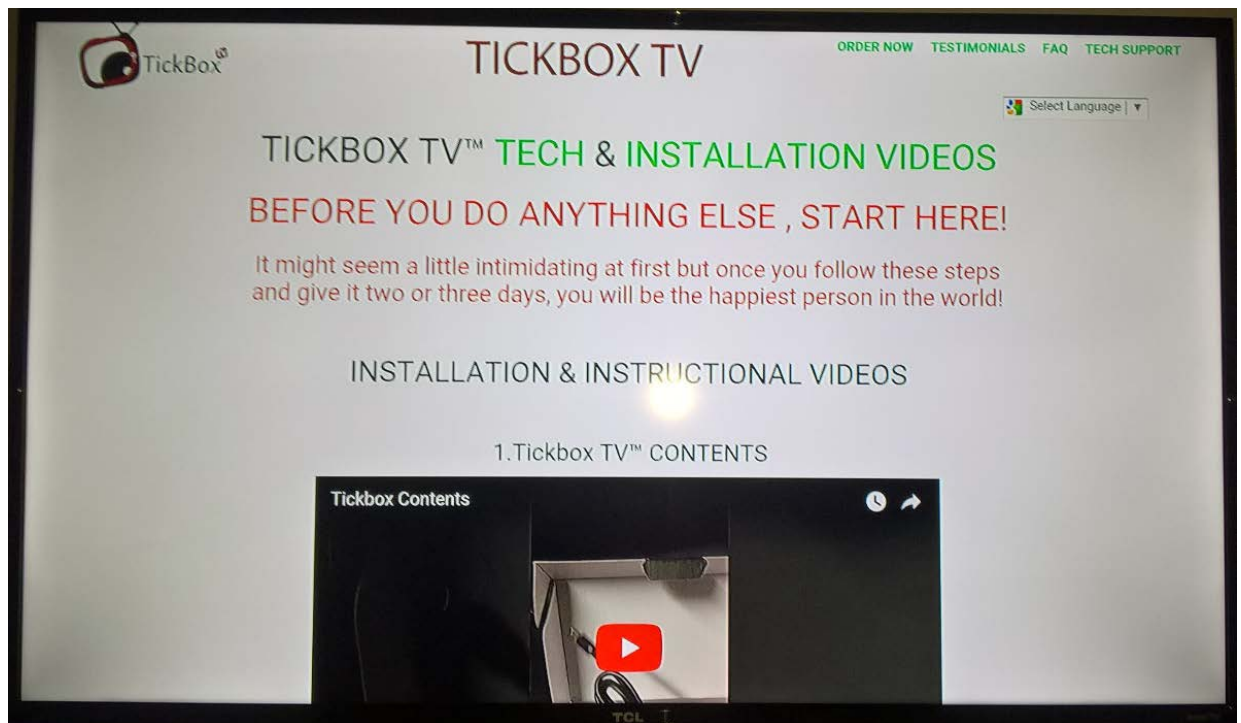
5        26.    TickBox TV primarily utilizes two types of software programs. The  
6 first is a software media player called “Kodi.” Kodi is a third-party “open source”  
7 media player, meaning that it operates with many different programs and file  
8 formats. Kodi is recognized as the most popular media player for supporting  
9 software “addons.” An addon is a software program that runs in conjunction with an  
10 underlying software program (like Kodi) to provide functionality over and above the  
11 functionality that the underlying software provides.

12        27.    TickBox TV also uses individual addons that are designed and  
13 maintained for the overarching purpose of scouring the Internet for illegal sources of  
14 copyrighted content and returning links to that content. When TickBox TV  
15 customers click those links, those customers instantaneously receive unauthorized  
16 streams of popular motion pictures and television shows.

28. From the customer's perspective, TickBox TV works as follows. First, the customer boots up a newly delivered TickBox TV unit. The device prompts the customer to download "TickBox TV Player" software. As depicted below, the device then presents the customer with a home screen branded, "Welcome to TickBox TV." This home screen directs the customer to various routes for obtaining infringing streams, including menu options labeled "WATCH MOVIES TV SPORTS," "Select Your Theme," and "3rd Party LIVE TV Suggestions." The TickBox TV home menu also offers a link to a "One Click Webinar," encouraging customers to "Learn how to view THOUSANDS of live tv channels for FREE!"



29. The home menu also displays a “Support” button. Upon clicking that button, the customer sees a screen with the title: “TICKBOX TV TECH & INSTALLATION VIDEOS. BEFORE YOU DO ANYTHING ELSE, START HERE!” The TickBox TV installation video guides the customer step-by-step through the process of using the TickBox TV device to obtain access to unauthorized streams.



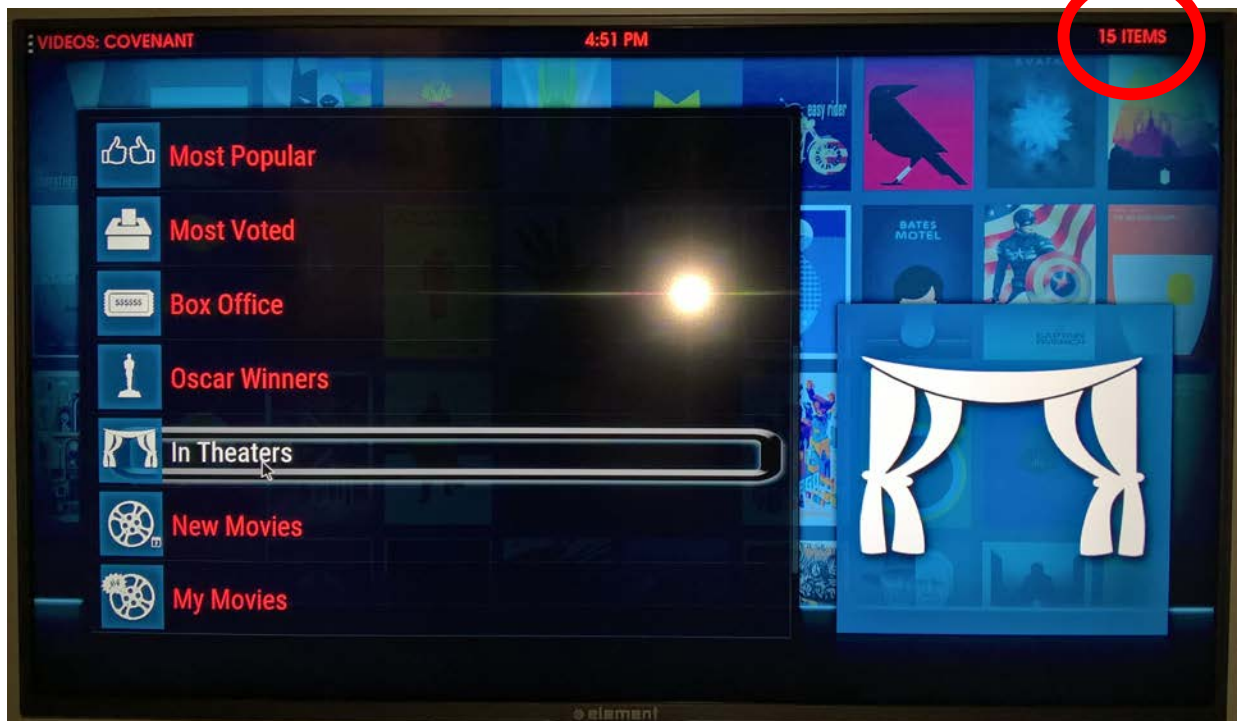
30. The TickBox TV instructional video further instructs the customer “how to” use the device to obtain infringing content. The tutorials include: “TickBox TV How to watch a TV Show,” “TickBox TV How to search for a Movie,” and “TickBox TV How to watch Live TV,” and “HOW TO DOWNLOAD ADDONS TO YOUR TICKBOX TV.”

31. The TickBox TV instructional video urges the customer to use the “Select Your Theme” button on the start-up menu for downloading addons. The “Themes” are curated collections of popular addons that link to unauthorized streams of motion pictures and television shows. Some of the most popular addons

1 currently distributed—which are available through TickBox TV—are titled  
 2 “Elysium,” “Bob,” and “Covenant.”

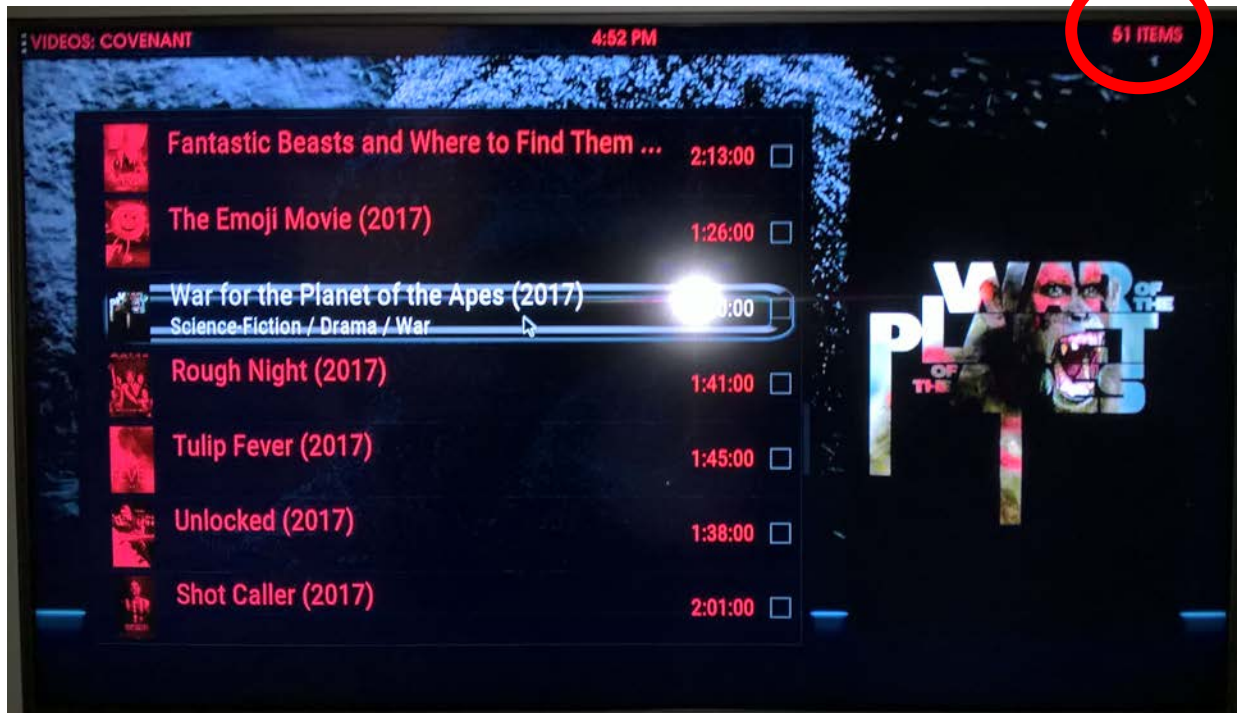
3 32. After completing the set-up and downloading addons per TickBox’s  
 4 directions, the customers use TickBox TV for intended and unquestionably  
 5 infringing purposes, most notably to obtain instantaneous, unrestricted, and  
 6 unauthorized access to infringing streams of Plaintiffs’ Copyrighted Works.

7 33. As noted, “Covenant” is a very popular addon for accessing infringing  
 8 content. It is one of the addons that TickBox makes it easy for customers for  
 9 download and use to access infringing streams. The customer opens Covenant  
 10 through the TickBox TV device. Once opened, the customer sees the following  
 11 welcome screen, which presents TickBox’s customer with 15 different categories  
 12 and search options. These curated categories include selections of obviously  
 13 popular and copyrighted content, such as “Box Office,” “In Theaters,” and “New  
 14 Movies”:



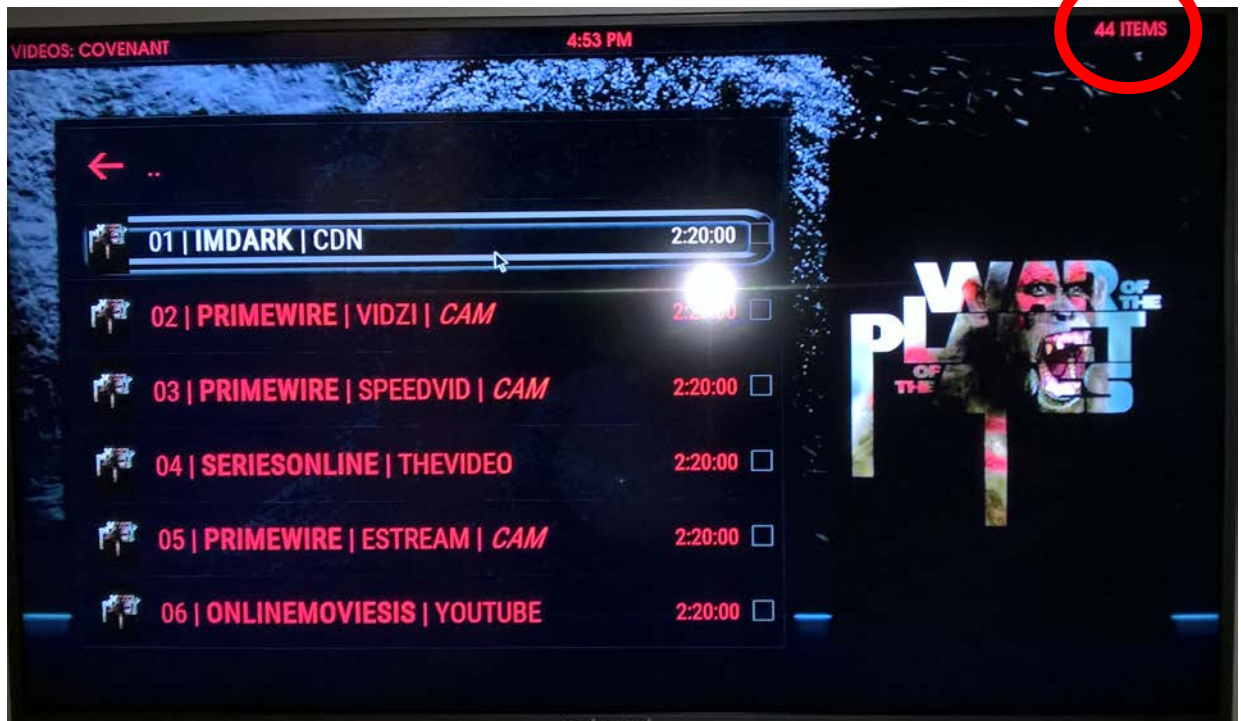


34. A TickBox TV customer who selected the “In Theatres” category on September 11, 2017, would have viewed 51 curated results (as circled), the first page of which is depicted below:



35. In the above example, the third listed title, Fox’s *War for the Planet of the Apes*, was released to theaters on July 14, 2017. As of September 11, 2017, *War for the Planet of the Apes* was not authorized for in-home viewing via video-on-demand distribution, as its distribution was still limited exclusively to theaters. As of September 11, 2017, several other of the above-listed titles were also not authorized for video-on-demand distribution, as they were still being distributed exclusively to theaters.

36. Once the TickBox TV customer selects a particular title to stream, he or she has nearly instantaneous access to dozens of links to sources of unauthorized content. For example, the screenshot below shows a list of results for *War for the Planet of the Apes*.



As the result of just one search, a TickBox TV customer would have had access to 44 different unauthorized sources for streaming *War for the Planet of the Apes*.

37. TickBox TV customers also have access to information about sources, including whether the source streams content in high-definition or standard-definition resolution. As the screenshot above shows, the sources for some movies that are still in theaters are listed as “CAM,” which indicates that the video was shot illegally by an individual using a camcorder or other recording device in a movie theater.

38. As depicted in the screenshot below, when a customer selects a source for *War for the Planet of the Apes*, TickBox TV presents a user-friendly interface with buttons to fast-forward, rewind, play, pause, stop, and turn on closed-

captioning, among others. With just a few clicks, a TickBox TV customer can access an infringing stream of a motion picture that can be seen legally only in theatres.



***TickBox Intentionally Induces Mass Infringement of Plaintiffs’ Copyrighted Works***

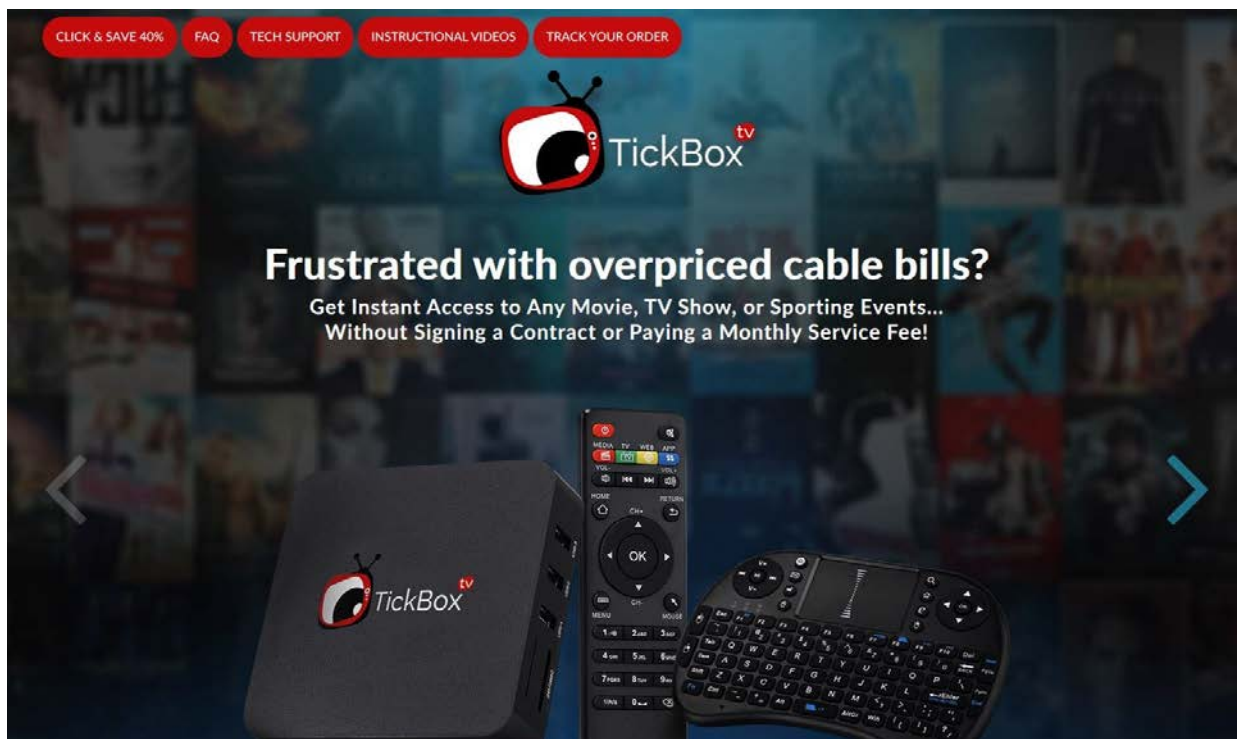
39. TickBox promotes the use of TickBox TV for overwhelmingly, if not exclusively, infringing purposes, and that is how its customers use TickBox TV.

40. TickBox advertises TickBox TV as a substitute for authorized and legitimate distribution channels such as cable television or video-on-demand services like Amazon Prime and Netflix. With a wink and a nod, TickBox tells prospective customers they can “of course” still use “Amazon Video, Netflix or Hulu on Tickbox TV”— but TickBox confidently predicts that, “within a few days of using Tickbox TV™ you will find you no longer need those subscriptions” (because TickBox TV is intended to substitute for such services).



41. TickBox promotes TickBox TV as making it easy and efficient for customers to find and access infringing streams and copies of Plaintiffs' Copyrighted Works. TickBox highlights the ease of finding and watching content on TickBox TV in its online promotional videos, explaining that "the TickBox technology just sends the stream directly to your television ... and the installation is as easy as plugging the box into the HDMI port on your TV."<sup>1</sup>

42. TickBox markets TickBox TV as a way to "Get Instant Access to Any Movie, TV Show, or Sporting Events... Without Signing a Contract or Paying a Monthly Service Fee!" TickBox informs potential customers that once they purchase TickBox TV, all of the content they stream is "ABSOLUTELY FREE."



43. TickBox urges its customers to stream infringing content. TickBox promotional materials inform customers that "[y]ou can see almost every movie and TV series ever made. You can even access movies and shows that are still on

<sup>1</sup> Tickbox TV, Tickbox TV, YOUTUBE, at 1:40-52, <https://www.youtube.com/watch?v=c8eF7jiANGI>.

1 Demand and episodes of TV that were just aired. You will never pay to watch any  
2 of them.”

3 44. TickBox boasts that TickBox TV offers automatic software updates.  
4 TickBox explains that “most content will update daily and if the add on or app needs  
5 to be updated it will update automatically.” For example, in September 2017, the  
6 automatic update added the “Covenant” addon (described above) to the TickBox TV  
7 devices of customers who had set up their devices before Covenant was available on  
8 TickBox’s download menu. TickBox thereby ensures that TickBox TV customers  
9 will enjoy uninterrupted access to the most popular and up-to-date addons for  
10 obtaining access to infringing streams any time.

11 45. The commercial value of TickBox’s business depends on high-volume  
12 infringing use through the TickBox TV devices. TickBox’s revenues grow based on  
13 the growth in demand for the TickBox TV devices. The demand for TickBox TV is  
14 driven by the promise of free access to infringing content. These promises depend  
15 on and form an integral part of an ecosystem built on the mass infringement of  
16 Plaintiffs’ Copyrighted Works.

17 **FIRST CAUSE OF ACTION**

18 **(Intentionally Inducing the Infringement of Plaintiffs’ Copyrighted Works,**  
19 **17 U.S.C. § 106)**

20 46. Plaintiffs incorporate herein by reference each and every averment  
21 contained in paragraphs 1 through 45 inclusive.

22 47. TickBox has actual knowledge of third parties’ infringement of  
23 Plaintiffs’ exclusive rights under the Copyright Act.

24 48. TickBox intentionally induces the infringement of Plaintiffs’ exclusive  
25 rights under the Copyright Act, including infringement of Plaintiffs’ exclusive right  
26 to publicly perform their works. As intended and encouraged by TickBox, its  
27 device connects its customers to unauthorized online sources that stream Plaintiffs’  
28 Copyrighted Works. The operators of these source repositories directly infringe

1 Plaintiffs' public performance rights by providing unauthorized streams of the  
2 works to the public, including to TickBox's customers. These operators, or others  
3 operating in concert with them, control the facilities and equipment used to store and  
4 stream the content, and they actively and directly cause the content to be streamed  
5 when TickBox TV customers click on a link for the content.

6 49. TickBox induces the aforementioned acts of infringement by supplying  
7 the physical devices that facilitate, enable, and create direct links between TickBox  
8 TV customers and the infringing operators of the streaming services, and by actively  
9 inducing, encouraging and promoting the use of its devices for blatant copyright  
10 infringement.

11 50. TickBox's intentional inducement of the infringement of Plaintiffs'  
12 rights in each of their Copyrighted Works constitutes a separate and distinct act of  
13 infringement.

14 51. TickBox's inducement of the infringement of Plaintiffs' Copyrighted  
15 Works is willful, intentional, and purposeful, and in disregard of and with  
16 indifference to the rights of Plaintiffs.

17 52. As a direct and proximate result of the infringement that TickBox  
18 intentionally induces, Plaintiffs are entitled to damages and TickBox's profits in  
19 amounts to be proven at trial.

20 53. Alternatively, at their election, Plaintiffs are entitled to statutory  
21 damages, up to the maximum amount of \$150,000 per work infringed by virtue of  
22 TickBox's willful inducement of infringement, or for such other amounts as may be  
23 proper under 17 U.S.C. § 504.

24 54. Plaintiffs further are entitled to recover their attorneys' fees and full  
25 costs pursuant to 17 U.S.C. § 505.

26 55. As a direct and proximate result of the foregoing acts and conduct,  
27 Plaintiffs have sustained and will continue to sustain substantial, immediate and  
28 irreparable injury, for which there is no adequate remedy at law. Unless enjoined

1 and restrained by this Court, TickBox will continue to induce infringement of  
2 Plaintiffs' rights in their Copyrighted Works. Plaintiffs are entitled to injunctive  
3 relief under 17 U.S.C. § 502.

4 **SECOND CAUSE OF ACTION**

5 **(Contributory Copyright Infringement by Knowingly and Materially**  
6 **Contributing to the Infringement of Plaintiffs' Copyrighted Works,**  
7 **17 U.S.C. §§ 106(1))**

8 56. Plaintiffs incorporate herein by reference each and every averment  
9 contained in paragraphs 1 through 45 inclusive.

10 57. TickBox has actual or constructive knowledge of third parties'  
11 infringement of Plaintiffs' exclusive rights under the Copyright Act. TickBox  
12 knowingly and materially contributes to such infringing activity.

13 58. TickBox knowingly and materially contributes to the infringement of  
14 Plaintiffs' exclusive rights under the Copyright Act, including infringement of  
15 Plaintiffs' exclusive right to publicly perform their works. TickBox designs and  
16 promotes the use of its device to connect customers to unauthorized online sources  
17 that stream Plaintiffs' Copyrighted Works. The operators of these source  
18 repositories directly infringe Plaintiffs' public performance rights by providing  
19 unauthorized streams of the works to the public, including to TickBox's customers.  
20 The operators, or others operating in concert with them, control the facilities and  
21 equipment used to store and stream the content, and they actively and directly cause  
22 the content to be streamed when TickBox TV customers click on a link for the  
23 content.

24 59. TickBox knowingly and materially contributes to the aforementioned  
25 acts of infringement by supplying the physical devices that facilitate, encourage,  
26 enable, and create direct links between TickBox TV customers and infringing  
27 operators of the streaming services, and by actively encouraging, promoting, and  
28 contributing to the use of its devices for blatant copyright infringement.



1           2.     For preliminary and permanent injunctions (a) enjoining TickBox, its  
2 officers, agents, servants, employees, attorneys, and all persons acting in active  
3 concert or participation with it, from publicly performing or otherwise infringing in  
4 any manner (including without limitation by materially contributing to or  
5 intentionally inducing the infringement of) any right under copyright in any of  
6 Plaintiffs' Copyrighted Works, including without limitation by publicly performing  
7 those Works, or by distributing any software or providing any service or device that  
8 does or facilitates any of the foregoing acts; and (b) impounding all TickBox TV  
9 devices in TickBox's possession, custody, or control, and any and all documents or  
10 other records in TickBox's possession, custody, or control relating to TickBox's  
11 contribution to and inducement of the infringement of Plaintiffs' Copyrighted  
12 Works.

13           3.     For prejudgment interest according to law.

14           4.     For Plaintiffs' attorneys' fees and full costs incurred in this action  
15 pursuant to 17 U.S.C. § 505.

16           5.     For all such further and additional relief, in law or in equity, to which  
17 Plaintiffs may be entitled or which the Court deems just and proper.

18                               **DEMAND FOR JURY TRIAL**

19           Plaintiffs demand a trial by jury on all issues triable by jury.

20  
21 DATED: October 13, 2017

MUNGER, TOLLES & OLSON LLP

22  
23 By: /s/ Kelly M. Klaus

24 KELLY M. KLAUS

25 Attorneys for Plaintiffs  
26  
27  
28