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7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 JOSSLYN MOTHAS,) Case No.:
11)
Plaintiff,) COMPLAINT FOR CONVERSION AND
12) DECLARATORY RELIEF
vs.)
13) JURY DEMAND
14 TIME WARNER CABLE, INC., TIME)
15 WARNER CABLE ENTERPRISES, LLC,)
16 TIME WARNER NY CABLE LLC,)
17 CHARTER COMMUNICATIONS, INC.,)
AND BANK OF AMERICA NA,)
18 Defendants.)

19
20 **1.** Comes now plaintiff Josslyn Motha, co-inventor of four U.S. digital media patents and other
21 appurtenant intellectual properties, and alleges the facts set forth herein as and for her complaint
22 against defendants, upon knowledge, information and belief.

23 **SUMMARY OF THE CASE**

24 **2.** In this diversity action, Plaintiff charges defendants Time Warner Cable, Inc. ("TWC") and
25 Time Warner Cable Enterprises, LLC ("TWC" and "TWCE") with conversion of intangible
26 personal intellectual property, *eg.*, "IP", a detailed schedule of which is attached as Exhibit "A,"
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1 and is sometimes referred to herein as the "Converted IP." The Converted IP is comprised of
2 three categories:

3
4 (1) Four U.S. Patents and One Pending Application: three U.S. patents granted *prior*
5 *to* the conversion, Registration Numbers 6,748,362,¹ 6,768,980,² and 7,188,186,³
6 one U.S. patent application Number 12/117,522 granted *after* the conversion, that
7 has now been registered as U.S. Patent No. 8,694,665⁴; and, U.S. patent
8 application Number 14/182,619,⁵ a continuation of the Patent No. 8,694,665 filed
9 *post-conversion*, pending under Publication Number 2014-0161420.
10

11
12 ¹ Issued June 8, 2004 for "A novel process and system for enabling the seamless and facile embedding of relatively
13 large quantities of supplemental digital data into pre-prepared digital media files (audio, image, video, 3D,
14 volumetric and multimedia and the like) by compressing such files and encoding them into sets of coefficient
15 representations (preferably frequency-domain coefficient representations) of the pre-prepared media file
16 information, and embedding bits of the supplemental digital data at selected coefficients, preferably, though not
17 exclusively, using the least significant bit of the selected coefficients, and with stenographic encoding processes."

18 ² Issued July 27, 2004 for a "novel technique for high-bandwidth steganographic embedding of supplemental data in
19 a series of digital signals or measurements, such as taken from analog data streams or subsampled and/or
20 transformed digital data, wherein the series of measurements are derived through functional transformations and
21 involving quantization and/or aliasing, with the supplemental data bits modulating or modifying the quantized
22 and/or aliased components with only slight adjustments thereof to embed the supplemental data without
23 substantially affecting the quality of the measurements; and all, preferably, though not exclusively, with the use of
24 least-significant-bit parity encoding designed to choose the appropriate components to be so modulated or
25 modified."

26 ³ Issued March 6, 2007, for a "novel process and system for flexibly adding supplemental digital program content
27 such as, for example, transactional advertising content, games, polls, contests, interactive music videos, and e-
28 commerce content generally and the like, into pre-prepared digital media files, such as an MP3 audio file or the like,
for playback by digital playback apparatus, wherein the pre--prepared media file is modified by embedding therein
executable code representing such supplemental program content, and enabling the playback apparatus to decode
and execute the presentation of the supplemental program material as an addition to the playback of the pre-prepared
media file content."

⁴ Issued April 8, 2014, for a "novel process and system for flexibly adding supplemental digital program content
such as, for example, transactional advertising content, games, polls, contests, interactive music videos, and e-
commerce content generally and the like, into pre-prepared digital media files, such as an MP3 audio file or the like,
for playback by digital playback apparatus, wherein the pre-prepared media file is modified by embedding therein
executable code representing such supplemental program content, and enabling the playback apparatus to decode
and execute the presentation of the supplemental program material as an addition to the playback of the pre-prepared
media file content."

⁵ "A novel process and system for flexibly adding supplemental digital program content such as, for example,
transactional advertising content, games, polls, contests, interactive music videos, and e-commerce content generally
and the like, into pre-prepared digital media files, such as an MP3 audio file or the like, for playback by digital
playback apparatus, wherein the pre-prepared media file is modified by embedding therein executable code

1
2 (2) One U.S. Trademark: USPTO Registration No. 2524206 for "Digital Gold" (the
3 "Digital Gold Mark"); and,

4 (3) Numerous Foreign Patents and Applications Appurtenant to the Four Patents and
5 Pending Application: a lengthy roster of related foreign patents and applications
6 and continuations.

7
8 **3.** Plaintiff is a citizen of California, a resident of the Northern District. The State of California
9 was the situs of Plaintiff's development, with her co-inventor, of the patented inventions. It was
10 also a situs of large capital expenditures necessary to develop the inventions and procure
11 registrations of the domestic and foreign patents, and the Digital Gold mark, prior to the
12 conversion of these intangible assets.

13
14 **4.** In order to enable the Court to bind all involved entities to its judgment herein, plaintiff also
15 names as defendant Time Warner NY Cable LLC ("TWNYC"), defendant TWCE's 63.36%
16 owner (TWC owns the minority stake). TWNYC is a resident of Delaware and New York by
17 virtue of incorporation and central office location. Charter Communications, Inc. ("Charter") is
18 named as a defendant because it has announced a merger with TWC. Charter is incorporated in
19 Delaware, and has its primary offices in Stamford, Connecticut. Bank of America NA is named
20 as a defendant because Charter and the Time Warner defendants have filed assignments with the
21 USPTO granting control of the property at issue to Bank of America NA.

22
23 **5.** This complaint requests the Court to do equity between plaintiff and defendants, and restore
24 the *status quo ante* the tortious acts of defendants alleged herein, by granting the following
25 injunctive relief:
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28 representing such supplemental program content, and enabling the playback apparatus to decode and execute the
presentation of the supplemental program material as an addition to the playback of the pre-prepared media file
content."

- 1
2 (1) a declaration that any document or documents purporting to assign or have the
3 effect of assigning Josslyn Motha's interest in the Converted IP to Pleasant View
4 LLC ("PVLLC"), and any subsequent assignments of PVLLC's purported interest
5 in the Converted IP, including the transfer to Allied Security Trust I (AST I) by
6 the dissolution of PVLLC into AST I , and subsequent purported assignments or
7 conveyances to TWC, TWCE, TWNYC, and Bank of America NA, were void *ab*
8 *initio*, and that all further assignments flowing from PVLLC's original forgeries
9 are, likewise, void;
10
- 11 (2) a declaration that the documents claimed to establish ownership by TWC do not
12 meet the requirements for recordation with the U.S. Patent and Trademark Office
13 ("USPTO"), and otherwise fail to meet the requirements of a valid assignment;
14
- 15 (3) an order directing the Commissioner of the USPTO to correct the record of
16 assignments to show Plaintiff as the owner of all of the Converted IP, and to
17 eliminate all references to TWC, TWCE, TWNYC, Bank of America NA, or any
18 other assignee on any official USPTO documents evidencing ownership of the
19 Converted IP;
20
- 21 (4) an order restraining the further transfer of the Converted IP to or from TWC,
22 TWCE, TWNYC, Charter, Bank of America NA, or any other party;
23
- 24 (5) an order imposing a constructive trust on the proceeds of all revenues derived
25 from the use of the Converted IP, directing the Time Warner defendants, and each
26 of them, to provide an accounting of the amount of such revenues, and the
27 disgorgement of all such revenues as the property of Plaintiff.

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2 6. The grounds for the requested injunctive relief are that:

3 (1) Plaintiff Josslyn Motha ("Plaintiff") owns a 50% co-inventor interest in the
4 Converted IP;

5 (2) TWC's purported assignment documents transferring Plaintiff's 50% interest to
6 PVLLC, and thereby to TWC, are provable forgeries;

7 (3) TWC filed the forgeries to circumvent Plaintiff's frank refusal to sign documents
8 drafted and tendered by TWC;

9 (4) TWCE and all subsequent assignees acquired only void title to the Converted IP,
10 because it received the Converted IP from TWC, that had no valid title;

11 (5) Plaintiff has suffered and will continue to suffer irreparable harm if an injunction
12 is not granted;

13 (6) Plaintiff will be required to engage in a multiplicity of litigation if an injunction is
14 not granted;

15 (7) The balance of the hardships tips sharply in favor of Plaintiff; and,

16 (8) An injunction will be in the public interest, because it will:

17 (a) serve the public interest in maintaining the accuracy of the patent
18 assignment record in the nation's prime repository of intellectual
19 property ownership, the USPTO;

20 (b) deliver a prompt, available remedy to a victim of a straightforward case
21 of IP conversion, where a simple change in the official record of
22 ownership will restore Plaintiff's lawful position and provides complete
23 prospective injunctive relief; and,
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2 (c) ameliorate Plaintiff's loss and reduce defendants' damages exposure by
3 ending defendants' interference with Plaintiff's personal property.

4 **JURISDICTION**

5 **7.** The amount in controversy exceeds \$75,000. Plaintiff is a resident of California. TWC,
6 TWCE, and TWNYC are residents of Delaware, their state of incorporation, and New York, the
7 site of their central offices. Bank of America NA is incorporated in Delaware and its main
8 corporate office is in North Carolina. The parties are completely diverse, and subject matter
9 jurisdiction is therefore proper under 28 U.S.C. § 1332(a).

10 **8.** This action has been filed in compliance with 15 U.S.C. § 1119, that provides for this Court's
11 issuance of an order to correct the USPTO record. 37 C.F.R. § 3.54; TMEP 503.06(c).

12 **9.** TWC, TWCE, TWNYC, and Bank of America NA are subject to the Court's specific
13 personal jurisdiction due to TWC's acts of reaching into the state, through its agents, to
14 communicate with and influence Plaintiff to induce her to sign documents for submission to the
15 USPTO affecting ownership of the Converted IP. TWC subjected Plaintiff to a deceptive plan to
16 exert greater unlawful control over the Converted IP, practicing inducements upon her, and
17 creating and filing documents that substantially interfere with Plaintiff's ownership and
18 possession of intangible personal property located in the State of California, to wit, the
19 Converted IP. The said three named defendants (jointly, the "Time Warner defendants") thus
20 injured Plaintiff's property interests in the State of California by acts committed outside the State.
21 The Time Warner defendants are further subject to the general jurisdiction of this Court due to
22 their pervasive economic activity within the State of California, and their purposeful availment
23 of California laws and resources for business advantage. Charter is incorporated in Delaware,
24 has its primary offices in Stamford, Connecticut, and is subject to this Court's general
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1 jurisdiction due to its pervasive economic activity within the State of California, and its
2 purposeful availments in California. Bank of America NA is incorporated in Delaware and has
3 its main offices in North Carolina. Charter and TWC have entered into a corporate merger using
4 the offices of Bank of America NA to accomplish transfers of assets including the Converted IP;
5 therefore, Charter and Bank of America NA are named in order to provide it notice of this action,
6 and render it subject to this Court's jurisdiction for purposes of according final relief among the
7 parties and protecting the assets in dispute from transfer to an unnamed party.
8
9

10 VENUE

11 **10.** All three defendants are subject to suit in any of the four California Federal Districts. 28
12 U.S.C. § 1391(b)(3). Venue is proper in the Northern District of California under 28 U.S.C. §
13 1391(b)(2), because a substantial portion of the events giving rise to this action occurred in the
14 District, and Plaintiff's residence is the imputed situs of her intangible Converted IP.
15

16 INTRADISTRICT ASSIGNMENT

17 **11.** This action is properly venued where a substantial part of the events or omissions which gave
18 rise to the claim occurred.
19

20 FACTS

21 **12.** Plaintiff Josslyn Motha ("Plaintiff") and co-inventor Thomas Meyer ("Meyer") were married
22 on September 20, 1997 in California and divorced by judicial decree on January 12, 2011 in
23 Hawaii.
24

25 **13.** During the marriage, the couple invested approximately \$1,000,000 developing the
26 inventions, securing patent registrations, and registering the Digital Gold mark with the USPTO,
27 which mark was applied to the Converted IP as a descriptive phrase indicative of its technical
28 utility and monetary value, for branding and marketing purposes.

1
2 **14.** During the development process, the couple demonstrated the technology behind the
3 Converted IP to executives at Warner Music Group and related Time Warner corporations that
4 have evolved into TWC and its complex of related companies.

5 **15.** Meyer undertook to sell *some* of the couple's intellectual property assets, and in the
6 stipulation that was made a part of the divorce decree, Meyer represented that "three domestic
7 patents ... have been sold."⁶ An auctioneer deposited \$30,000, minus commissions and costs,
8 into what had been the joint business account of Vortexx 2000 LLC.⁷

9
10 **PLAINTIFF DISCOVERED HER CLAIM ON MARCH 26, 2014**

11 **16.** On March 26, 2014, one of Plaintiff's patent attorneys sent her an email stating that TWC had
12 acquired the Converted IP. Remembering her prior meetings in San Diego, New York and Los
13 Angeles with Time Warner executives regarding the patented technology embodied in the
14 Converted IP, Plaintiff suspected a connection between the patents' ultimate acquisition by a
15 Time Warner-derived company and those prior contacts.

16
17 **17.** Plaintiff's suspicion sharpened a month later, in late April of 2014, when TWC paralegal
18 Jasmin Ondo initiated a series of suspicious contacts for the apparent purpose of engineering the
19 appearance that TWC had tried, and failed, to contact Plaintiff. Ondo claimed, for example, to
20 have sent Plaintiff documents via Fedex that never arrived.
21

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25 ⁶ The relevant portion of the stipulated decree reads in its entirety as follows: "(F) Vortexx 2000 LLC and
26 Stenography Patents. The parties each own fifty percent (50%) of Vortexx 2000 LLC (d/b/a Phoam
27 Technologies). Vortexx owns two international and three domestic patents. The patents have been sold
and all business expenses paid. All net proceeds shall be divided equally between the parties. Once the
patent sale has closed and the funds distributed to the parties, the entity, Vortexx 2000 LLC, shall be
awarded to Plaintiff."

28 ⁷ On the date of the deposit, all Vortexx 2000 LLC properties had become Motha's by operation of the
divorce decree that ended her marriage with Thomas Meyer. However, Meyer accessed the funds using
his credentials, taking more than his share of the funds without prior notice to Plaintiff.

1
2 **18.** Plaintiff retained counsel to communicate with the TWC legal department and its in-house
3 counsel, John Silverio. Plaintiff's counsel spoke with Mr. Silverio over the telephone, and sent
4 him two letters, the first documenting Ms. Ondo's suspicious behavior, and the second
5 specifically informing TWC that Plaintiff would not sign the documents tendered by TWC.

6 **19.** Plaintiff began inquiry into the contents of the USPTO assignment records of the Converted
7 IP.

8 **20.** Plaintiff discovered that an attorney named John D. Harriman had caused two documents to
9 be filed with the USPTO that falsely depict her as having assigned the Converted IP to a
10 company called Pleasant View, LLC ("PVLLC").

11 **21.** Plaintiff did not know of PVLLC, and had never had any dealings with PVLLC whatsoever,
12 but remembered Harriman, who had contacted her in March 2011, and emailed her on March 30,
13 2011, stating that he represented Allied Security Trust ("AST").

14 **22.** Plaintiff learned of the existence of PVLLC when she saw its name in the USPTO
15 assignment files. Plaintiff never assigned the Converted IP to PVLLC or to any party.

16 **23.** On November 11, 2010, Motha was living in Maui, Hawaii, and on that date, she neither
17 visited a notary nor signed documents of title. Nevertheless, Plaintiff discovered that Harriman
18 had filed a document with the USPTO titled "Assignment A," to which has been applied a
19 likeness of Motha's signature, dated 11/11/2010. Assignment A is followed by a separate page
20 bearing the signature and two stamps from Hawaii notary Robert Hartman, apparently
21 authenticating the likeness of the Motha signature (the "Hartman notarization"). However, upon
22 closer examination, an anomaly appears: *the Hartman notarization is dated **September 3, 2010***
23 *and thus was plainly **executed two months before "Assignment A" existed.*** Therefore, *the*
24 *Hartman notarization clearly does not authenticate "Assignment A,"* despite what Harriman's
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1 skillful juxtaposition of fabrications may lead the casual reader to perceive. As a result,
2 "Assignment A" is a legal nullity, void of legal effect, used to conjure the appearance of a lawful
3 transfer of ownership where none occurred.
4

5 **24.** Plaintiff also investigated the Delaware Secretary of State corporate records of PVLLC, and
6 discovered that on December 31, 2012, PVLLC was merged out of existence pursuant to a
7 Certificate of Merger filed December 28, 2012 with the Delaware Secretary of State, merging
8 PVLLC into Allied Security Trust I ("AST Trust I").⁸ (Exhibit "B").
9

10 **25.** PVLLC was merged into AST Trust I at year-end 2012, precisely when Plaintiff's ex-
11 husband Meyer paid cash to close escrow on an expensive second home at 234 Yale Avenue,
12 Kensington, CA 94708. This discovery suggested a causal connection between the dissolution of
13 Harriman's blandly-named LLC and Meyer's sudden increase in personal wealth.
14

15 **26.** Plaintiff discovered that, after her counsel notified TWC she would not sign TWC's proffered
16 documents, TWC used its attorneys to re-file the Harriman's forgery, improperly identifying the
17 filer as PVLLC instead of TWC, notwithstanding that the PVLLC was a dissolved entity.
18

19 **27.** TWC and TWCE worked in concert to conjure the appearance of TWCE's ownership of all
20 of the Converted IP, with the exception of the Digital Gold mark. TWC continues to use "Digital
21 Gold" to market retail cable packages, notwithstanding that it negligently allowed the USPTO
22 registration to lapse by failing to file timely affidavits of continued use.
23

24 **28.** "When the owner of an application or registration discovers that another party has improperly
25 recorded an assignment or name change against the owner's application or patent...." the
26 available courses of action to correct the record are set forth in Patent Manual of Examining
27

28 ⁸ As a matter of Delaware corporate record, AST Trust I appears to be a repository of the assets of numerous merged-out business entities, all bearing nondescript names.

1 Procedure ("PMEP") § 323.01(c); Trademark Manual of Examining Procedure ("TMEP")
2
3 Accordingly, Plaintiff's patent attorney has been directed to file the required declaration and
4 supporting documents with the USPTO Assignment Services Division. Plaintiff's attorney will
5 further file a new cover sheet for the Digital Gold trademark as required to provide notice of the
6 incorrect assignment of Digital Gold, as recommended by the USPTO on its website.⁹

7
8 **29.** The current record status of the Converted IP is precarious, in that it has been transferred to
9 Bank of America NA, and in the absence of an order restraining the defendants from engaging in
10 further conveyances, the Converted IP is likely to be subjected to further transfers. Plaintiff has
11 no remedy at law for the defendants' herein-alleged tortious interference with her use and
12 possession of intangible personal property; therefore, Plaintiff requests the Court to do equity
13 between herself and the defendants, and issue an order and declaration in the form prayed herein,
14 establishing her right, as co-inventor, to the present use, possession and ownership of the
15 Converted IP, and extinguishing the asserted ownership claims of the defendants, and each of
16 them.
17

18 **FIRST CLAIM FOR RELIEF AGAINST TWC AND TWCE FOR CONVERSION**

19 **30.** Plaintiff repeats and realleges each and every allegation herein as if set forth hereat.

20
21 **31.** The Converted IP is intangible personal property under the law of the State of California
22 applicable to this proceeding, and Plaintiff is the true owner of the Converted IP.
23

24
25 ⁹ "In the rare case of a dispute in ownership where one party attempts to gain ownership of the
26 application or registration by filing an assignment document (or other document affecting title),
27 the other party's recourse either is to (1) record an affidavit or declaration (as explained above)
28 with the Assignment Recordation Branch in support of its position, or (2) resolve the issue in the
courts. Once a decision from a court is reached, a certified copy of the court order may be
submitted to the USPTO and the USPTO will take appropriate action in accordance with that
order. 15 U.S.C. § 1119." Steps When Confronted with an Assignment Against Your Property
Filed by Another Party <http://www.uspto.gov/trademark/trademark-updates-and-announcements/steps-when-confronted-assignment-against-your-property>

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2 **32.** Plaintiff has never executed an assignment of any of the Converted IP to PVLLC, TWC,
3 TWCE, or Bank of America NA.

4 **33.** The assignment, and copies of it, filed by PVLLC and TWC as predecessor in interest to
5 TWCE in the void chain of title, is a mere simulation of an assignment, bearing unauthenticated
6 signatures of the two purported assignors, a simulation of a signature attributed to Plaintiff, and
7 other legal defects.

8
9 **34.** TWC's purported assignment documents transferring Plaintiff's Converted IP and related
10 intellectual properties to TWC are forgeries, void *ab initio*, and conveyed no valid title to TWC.

11 **35.** TWC and TWEC have and continue to substantially interfere with Plaintiff's use and
12 possession of the Converted IP by claiming rights under the forged PVLLC assignment, filing
13 the same with the USPTO, and holding themselves forth as assignees of Plaintiff's property.

14
15 **36.** TWC and TWCE have received revenues from use of the Converted IP that can be traced and
16 subjected to constructive trust for the benefit of Plaintiff.

17 **37.** Due to the acts of TWC herein alleged, Plaintiff suffers and continues to suffer a total loss of
18 control over very valuable intellectual property assets, and deprivation of the revenue flowing
19 therefrom. For these continuing injuries, Plaintiff has no adequate remedy at law.

20
21 **38.** Plaintiff has been damaged by the loss of control over the Converted IP.

22 **39.** The acts of TWC and TWCE in converting Converted IP were malicious and oppressive,
23 committed without regard for legitimate business ethics, warranting deterrence by way of an
24 award of punitive damages.

25
26 **SECOND CLAIM FOR DECLARATORY RELIEF AGAINST TWC AND TWCE**

27 **40.** Plaintiff repeats and realleges each and every allegation herein as if set forth hereat.
28

1
2 **41.** An actual controversy has arisen between the parties, in that Plaintiff contends she is the
3 lawful owner of the Converted IP, and that the assignments that TWC, TWCE, and Bank of
4 America NA assert establishes them as the assignors of Plaintiff's property, are forgeries, void *ab*
5 *initio*, incapable of conveying title to intangible personal property.

6 **42.** TWC, TWCE, and Bank of America NA, on the other hand, contend that they received valid
7 assignments of the Converted IP.
8

9 **43.** Wherefore, Plaintiff prays for a declaration in the form set forth in the prayer for relief
10 hereinbelow.

11 **PRAYER FOR RELIEF**

12 A. Plaintiff therefore respectfully prays the Court to grant the following injunctive relief:

- 13
- 14 a. a declaration that the purported assignment of Josslyn Motha's interest in the
15 Converted IP to TWC was void *ab initio* as the product of forgery, and conveyed
16 no valid title to TWC, and/or its claimed successors-in-interest, TWCE and Bank
17 of America NA;
- 18 b. a declaration that the assignment documents submitted for filing by TWC do not
19 meet the requirements for recordation with the U.S. Patent and Trademark Office
20 ("USPTO");
- 21 c. an order directing the Commissioner of the USPTO to correct the record by filing
22 a copy of the Court's order granting injunctive relief in the record of assignments
23 pursuant to 15 U.S.C. § 1119;
- 24 d. an order restraining the transfer of the Converted IP to or from TWC, TWCE,
25 Charter, Bank of America NA or any other party;
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2 e. an order imposing a constructive trust on the proceeds of all revenues derived by
3 the Time Warner defendants' use of the Converted IP; and,

4 f. an order directing the defendants to provide an accounting of all revenues and
5 projected revenues derived and derivable from their wrongful exercise of
6 dominion over the Converted IP, including but not limited to licensing revenues,
7 product deployments, and all revenues derived from use of the Converted IP as
8 collateral for debt.
9

10 B. Plaintiff further prays for an award of damages measured as the lost value of the lapsed
11 Digital Gold trademark registration;

12 C. Plaintiff further prays for an award of compensatory damages for the lost value of use and
13 possession of the Converted IP;
14

15 D. Plaintiff further prays an award of pre-judgment interest, court costs, and such other relief as
16 the Court deems just and proper.
17

18 Dated: June 24, 2016

CHARLES CARREON
Attorney at Law

19 By: /s/Charles Carreon
20 CHARLES CARREON (CSB #127139)
21 Attorney for Plaintiff Josslyn Motha
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JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a jury trial.

Dated: June 24, 2016

CHARLES CARREON
Attorney at Law

By: /s/Charles Carreon
CHARLES CARREON (127139)
Attorney for Plaintiff Josslyn Motha

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Exhibit A

Exhibit A

Country	Application No.	Publication No.	Patent No.	Grant Date	Status	Title	Corr. U.S. Patent
US	11/197716	2005-0273491			Abandoned	Process of and system for seamlessly embedding executable program code into media file formats such as MP3 and the like for execution by digital media player and viewing systems	
US	12/117522	2008-0278881	8.694665	4/8/2014	Granted	System and Method for embedding supplementary data into digital media files	
US	14/182619	2014-0161420			Published	System and Method for embedding supplementary data into digital media files	
WO	PCT/IB00/000228	01/019072			Completed	System and Method for embedding supplementary data into digital media files	US 8,694,665
CN	2000812408.6	1379951?? See C11				Digital Computer Systems	
JP	2001-522758	2003-509757				Digital Computer Systems	
WO	PCT/IB00/000227	2001/019071			Completed	Encoding of Digital Information	
EP	00909549.8	1269740			Abandoned	Digital Computer Systems	US 8,694,665
CN	2000812410.8	1379951				System and Method for embedding supplementary data into digital media files	US 8,694,665
CA	2383954	2383954				System and Method for embedding supplementary data into digital media files	US 8,694,665
AU	2000031830	2000031830	2000031830		Lapsed	Digital Computer Systems	US 8,694,665
US	09/389941		6,748,362		Granted	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	
TW			488153			Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	US 6,748,362
EP	2000906545	1570644				Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	US 6,748,362

Exhibit A

CA	2383953	2383953			Lapsed	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	US 6,748,362
AU	200028203	200028203			Lapsed	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	US 6,748,362
US	09/611151		6,768,980	7/27/2014	Granted	Method Of And Apparatus For High-Bandwidth Steganographic Embedding Of Data In A Series Of Digital Signals Or Measurements Such As Taken From Analog Data Streams Or Subsampled And/Or Transformed Digital Data	
US	09/389942		7,188,186	3/6/2007	Granted	Process of and system for seamlessly embedding executable program code into media file formats such as MP3 and the like for execution by digital media player and viewing systems	
TW	089110695		525372	3/21/2003	Lapsed	Digital playback apparatus	
CA		238954			Lapsed	Process of and system for seamlessly embedding executable program code into media file formats such as MP3 and the like for execution by digital media player and viewing systems	
US	09/389941	N/A	6748362	6/8/2004	Granted	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	
TW	089110696		488153	5/21/2002	Lapsed	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	US 6,748,362

Exhibit A

JP	2001-522757	2003-509913	4429563	12/25/2009	Abandoned	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	US 6,748,362
EP	00906545.9	1570644			Abandoned	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	
CN	200812410	1379952				Coding of digital information	US 6,748,362
AU	200028203	2820300			Abandoned	Process, system, and apparatus for embedding data in compressed audio, image video and other media files and the like	
EP	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
AT	0191202.5	1332470	480838	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
BE	0191202.5	1332470	480838	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
CH	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
CY	0191202.5	1332470	1332470	9/8/2010	Lapsed/Not Validated	Steganographic Embedding Of Data In Digital Signals	
DE	0191202.5	1332470	60143048.4	9/8/2010	Granted	Steganographic Embedding Of Data In Digital Signals	
DK	0191202.5	1332470	1332470	9/8/2010	Lapsed/Not Validated	Steganographic Embedding Of Data In Digital Signals	
ES	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
FI	0191202.5	1332470	1332470	9/8/2010	Lapsed/Not Validated	Steganographic Embedding Of Data In Digital Signals	
FR	0191202.5	1332470	1332470	9/8/2010	Granted	Steganographic Embedding Of Data In Digital Signals	
GB	0191202.5	1332470	1332470	9/8/2010	Granted	Steganographic Embedding Of Data In Digital Signals	
GR	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
IE	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	

Exhibit A

IT	0191202.5	1332470	1332470	9/8/2010	Lapsed/Not Validated	Steganographic Embedding Of Data In Digital Signals	
LI	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
LU	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
MC	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
NL	0191202.5	1332470	1332470	9/8/2010	Lapsed/Not Validated	Steganographic Embedding Of Data In Digital Signals	
PT	0191202.5	1332470	1332470	9/8/2010	Lapsed	Steganographic Embedding Of Data In Digital Signals	
SE	0191202.5	1332470	1332470	9/8/2010	Lapsed/Not Validated	Steganographic Embedding Of Data In Digital Signals	
TR	0191202.5	1332470	1332470	9/8/2010	Lapsed/Not Validated	Steganographic Embedding Of Data In Digital Signals	
WO	PCT/IB01/000176	2002/003328			Completed	Steganographic Embedding Of Data In Digital Signals	
JP	2002-507320	2004-502395	4695820			Steganographic Embedding Of Data In Digital Signals	
CA	2412984	2412984			Abandoned	Steganographic Embedding Of Data In Digital Signals	
AU	2001240944	2001240944			Abandoned	Steganographic Embedding Of Data In Digital Signals	
TW	090116512		I-222607	10/21/2014	Lapsed	Steganographic Embedding Of Data In Digital Signals	
US	11/197716	2005-0273491			Abandoned	Process of and system for seamlessly embedding executable program code into media file formats such as MP3 and the like for execution by digital media player and viewing systems Process of and system for seamlessly embedding executable program code into media file formats such as MP3 and the like for execution by digital media player and viewing systems	
AU	2001028755	2001028755	2001028755		Lapsed	Data embedding in digital telephone signals	

Exhibit A

US	11/110,537	2006-0239500			Abandoned	Method of and apparatus for reversibly adding watermarking data to compressed digital media files	
TW	090116513	546939	546939	8/11/2013	Lapsed	Method, apparatus and system for data embedding in digital telephone signals and the like, and in particular cellular phone systems, without affecting the backwards compatibility of the digital phone signal	

Exhibit B

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:00 PM 12/28/2012
FILED 06:08 PM 12/28/2012
SRV 121403875 - 4276652 FILE

CERTIFICATE OF MERGER**OF**

Pleasant View, LLC,
a Delaware limited liability company,

WITH AND INTO

ALLIED SECURITY TRUST I,
a Delaware statutory trust.

Pursuant to Title 12, Section 3815 of the Delaware Statutory Trust Act and Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned statutory trust executed the following Certificate of Merger:

FIRST: The name of the surviving statutory trust is Allied Security Trust I, a Delaware statutory trust and the name of the limited liability company being merged into this surviving statutory trust is Pleasant View, LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent business entities.

THIRD: The name of the surviving statutory trust is Allied Security Trust I.

FOURTH: The merger is to become effective as of December 31, 2012.

FIFTH: The executed Agreement and Plan of Merger is on file at the address of the surviving statutory trust, which is located at 555 California Street, 12th Floor, San Francisco, CA 94104.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving statutory trust on request, without cost, to any member of the constituent business entities.

IN WITNESS WHEREOF, said surviving statutory trust has caused this Certificate of Merger to be signed by the undersigned sole Trustee as of December 27, 2012.

WELLS FARGO DELAWARE TRUST COMPANY,
As Trustee for ALLIED SECURITY TRUST I

By: 

Sandra Battaglia
Vice President