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DIGITAL MEDIA GROUP, INC./
DMG d/b/a KJ ENTERTAINMENT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

DIGITAL MEDIA GROUP, INC./DMG
d/b/a KJ ENTERTAINMENT, a
California corporation

Plaintiff,

v.

ANGKORWAT, a Minnesota
corporation; MOLINA KIM d/b/a
SPPCI, INC., an unknown business
entity, SOMPHEA SIN, individually and
doing business as TWO DOVES, an
unknown business entity;
KETV/CAMVISION, an unknown
business entity; REAHU/NTRY, an
unknown business entity; MARY
VIDEO, an unknown business entity;
HAWAII VIDEO, an unknown business
entity; ASIAN STAR TV AND VCR
REPAIR, an unknown business entity;
and DOES 1-10,

Defendants.

Case No.: CV 08-08531 CAS (CTx)

**FINAL JUDGMENT UPON CONSENT
WITH RESPECT TO DEFENDANT
ANGKORWAT**

1 Plaintiff, DIGITAL MEDIA GROUP, INC./DMG d/b/a KJ
2 ENTERTAINMENT (hereinafter “DMG” or “Plaintiff”), having filed a Complaint in
3 this action charging defendant ANGKORWAT (hereinafter “Defendant”) with federal
4 copyright infringement, federal unfair competition and false designation of origin and
5 false description, state statutory unfair competition, and constructive trust, and the
6 parties desiring to settle the controversy between them, it is

7 **ORDERED, ADJUDGED AND DECREED** as between the parties that:

8 1. This Court has jurisdiction over the parties to this action and over the
9 subject matter hereof pursuant to 17 U.S.C. § 501; 28 U.S.C. § 1331 and § 1338(a)
10 and (b); and 28 U.S.C. § 1367. Venue in this district is proper pursuant to 28 U.S.C. §
11 1391 (b) and (c) and § 1400(a). Service was properly made against Defendant and
12 Defendant does not contest service or jurisdiction.

13 2. DMG is a corporation duly organized and existing under the laws of the
14 State of California and doing business as the fictitious business entity KJ
15 Entertainment. DMG has a principal place of business at 2121 W. Crescent Ave.,
16 Suite D, Anaheim, California 92801. Since at least as early as 2006, DMG has been
17 in the business of television and film distribution. DMG’s activities include without
18 limitation the licensing and distribution of Korean television programs dubbed or
19 subtitled into other languages.

20 3. DMG is the exclusive North American licensee and/or owner by
21 assignment of the copyrights in and to those certain Korean television programs
22 identified in Exhibit 1 to the Complaint (collectively, the “Programs”), which were
23 originally owned and/or produced by Seoul Broadcasting System International, Inc.
24 (“SBS”), Mun Hwa Broadcasting Corporation (“MBC”) and/or KBS America, Inc.
25 (“KBS”). At all times herein relevant, SBS, MBC and KBS complied in all respects
26 with the Copyright Act, 17 U.S.C. §§ 101, et seq., including compliance with the
27 statutory registration and deposit requirements, and secured the exclusive rights and
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1 privileges in and to the copyrights of the Programs (the “Copyrights”). The Programs
2 are original works of the author, comprise copyrightable subject matter under the
3 Copyright Act, and have been copyrighted in full compliance with the Copyright Act.

4 4. As the exclusive licensee of the Programs owned by SBS, MBC and
5 KBS, DMG has the exclusive right to reproduce, advertise, promote, distribute and to
6 prepare derivative works of the Programs. (DMG’s rights are hereinafter referred to
7 collectively as the “Exclusive Rights”).

8 5. DMG’s Exclusive Rights include, specifically, the right to prepare
9 derivative works in the Cambodian and Thai languages.

10 6. Plaintiff and/or its authorized licensees have expended thousands of
11 dollars in manufacturing, advertising and distributing the Programs.

12 7. As a result of the success of the Programs and DMG’s use and promotion
13 of its Exclusive Rights in and to the Programs, the Programs have become firmly
14 associated with the quality of DMG’s business. In order to maintain its reputation for
15 quality as well as the value of its licenses, DMG maintains strict quality control over
16 its duly authorized licensees. In doing so, DMG carefully ensures the quality of the
17 derivative works distributed by its licensees and the advertising and promotional
18 materials used by its licensees in connection with the promotion, reproduction and
19 distribution of the Programs.

20 8. DMG has not authorized Defendant to reproduce, advertise, promote,
21 distribute, offer for sale or sell the Programs or to prepare derivative works based on
22 the Programs.

23 9. Without making any admission of liability therefore, Defendant admits
24 that it unknowingly sold copies of DMG’s Programs without DMG’s authorization or
25 consent (the “Accused Programs”).

26 10. Defendant and its officers, directors, employees, attorneys, partners,
27 agents, subsidiaries, successors, assigns, affiliates and any and all persons and entities
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1 under Defendant's direction or control, or in active concert or participation with any
2 of them, agree to be contractually enjoined and are immediately and permanently
3 enjoined and restrained throughout the world from knowingly and/or intentionally
4 engaging in the following conduct without DMG's authorization or consent:

- 5 (a) directly or indirectly infringing the Copyrights, the Programs and
6 Plaintiff's Exclusive Rights as described above in any manner,
7 including generally, but not limited to manufacturing, importing,
8 copying, distributing, advertising, selling, and/or offering for sale
9 the Accused Programs and/or any goods or other unauthorized
10 products that picture, reproduce, or utilize the likenesses of or
11 which copy or bear a substantial similarity to any of the Copyrights
12 or any programs for which DMG owns the exclusive rights;
- 13 (b) engaging in any conduct that tends falsely to represent that, or is
14 likely to confuse, mislead or deceive purchasers, Defendant's
15 customers and/or members of the public to believe that, the actions
16 of Defendant, the Accused Programs sold by Defendant, or
17 Defendant itself is connected with Plaintiff or its licensors, is
18 sponsored, approved, or licensed by Plaintiff or its licensors, or is
19 in some way connected or affiliated with Plaintiff or its licensors;
- 20 (c) affixing, applying, annexing, or using in connection with the
21 manufacture, distribution, advertising, sale, and/or offering for sale
22 or other use of any goods or services, a false description or
23 representation, including words or other symbols, tending to
24 falsely describe or represent such goods as being those of Plaintiff
25 or its licensors;
- 26 (d) otherwise competing unfairly with Plaintiff in any manner;

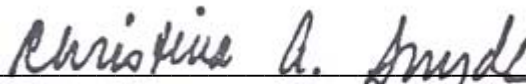
- 1 (e) diluting and infringing the aforementioned copyrighted works and
2 damaging Plaintiff's goodwill, reputation and business; and
3 (f) effecting assignments or transfers, forming new entities or
4 associations or utilizing any other device for the purpose of
5 circumventing or otherwise avoiding the prohibitions set forth in
6 subparagraphs (a)-(e) above.

7 11. The jurisdiction of this Court is retained for the purpose of making any
8 further orders necessary or proper for the construction or modification of the
9 settlement agreement between the parties, this Judgment, the enforcement thereof and
10 the punishment of any violations thereof.

11 12. This Judgment shall be deemed to have been served upon Defendant at
12 the time of its execution by the Court.

13 13. The Court expressly determines that there is no just reason for delay in
14 entering this Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil
15 Procedure, the Court directs entry of judgment against Defendant.

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17 Dated: September 9, 2009

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20 Hon. Christina A. Snyder
21 United States District Judge
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CONSENTS

The undersigned hereby consents to the entry of the Final Judgment Upon Consent.

Dated: _____, 2009 ANGKORWAT

By: _____

Printed Name: _____

Its: _____

Dated: _____, 2009 VEASNA SEAK, INDIVIDUALLY AND ON BEHALF OF ANGKORWAT

By: _____

AGREED AND ACCEPTED:

KEATS McFARLAND & WILSON LLP
ON BEHALF OF PLAINTIFF

By: _____

Konrad K. Gatien, Esq.
Attorneys for Plaintiff
Digital Media Group, Inc./DMG
d/b/a KJ Entertainment