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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

ECHOSTAR SATELLITE CORP.,
et al.,

 Plaintiffs and Counterclaim
 Defendants,

 v.

NDS GROUP PLC, et al.,

 Defendants and Counterclaim
 Plaintiffs.

Case No. SA CV 03-950 DOC (JTLx)
AMENDED FINAL JUDGMENT

1 **AMENDED FINAL JUDGMENT**

2 On April 9, 2008 a jury trial in this matter commenced and was concluded on May
3 7, 2008. The jury reached a verdict in this case on May 13, 2008, which was accepted by
4 the Court on May 15, 2008, finding in favor of Plaintiffs EchoStar Satellite L.L.C. (n/k/a
5 DISH Network, L.L.C.), EchoStar Communications Corporation (n/k/a Dish Network
6 Corporation), EchoStar Technologies Corporation (n/k/a EchoStar Technologies, L.L.C.)
7 (collectively “EchoStar”), and Plaintiff NagraStar L.L.C. (“NagraStar”, collectively with
8 EchoStar, “Plaintiffs”) and against Defendants NDS Group PLC and NDS Americas, Inc.
9 (collectively “NDS”) on Plaintiffs’ claims under the Communications Act, 47 U.S.C. §
10 605(a), and the California Penal Code §§ 593d(a) and 593e(b), and on Defendants NDS’s
11 counterclaim against Plaintiffs under the California Uniform Trade Secrets Act, California
12 Civil Code § 3426. The jury found in favor of NDS on Plaintiffs’ claims for violations of
13 the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201(a)(1) and 1201(a)(2), and the
14 Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(c).
15 Plaintiffs’ claim for violation of California Business and Professions Code § 17200 was
16 submitted to the Court for determination. After consideration of the evidence, the Court
17 found in favor of Plaintiffs and held that NDS violated section 17200 of the California
18 Business and Professions Code and entered a permanent injunction against NDS [Docket
19 No. 1135].

20 Both the Communications Act and California Penal Code provide that Plaintiffs
21 may elect between actual damages and statutory damages. Plaintiffs elected to recover
22 statutory damages under the Communications Act, 47 U.S.C. § 605(a), and California
23 Penal Code § 593e(b). Plaintiffs elected to recover actual damages under California Penal
24 Code § 593d(a), which are to be trebled pursuant to statute.

25 On December 4, 2008, this Court issued an Order [Docket No. 1191] modifying the
26 permanent injunction against NDS and awarding to Plaintiffs EchoStar and NagraStar
27 reasonable attorney’s fees of \$12,972,547.91 such reasonable costs as will be awarded by
28 the Clerk from Defendants NDS. The Court also awarded to Defendants NDS reasonable

1 attorney's fees of \$8,968,118.90 and no costs from Plaintiffs.

2 The Court additionally declined to grant attorney's fees to Defendants John Norris,
3 Christopher Tarnovsky, George Tarnovsky, and Stanley Frost.

4 On February 13, 2009, the Court entered Judgment in this action reflecting the
5 above [Docket No. 1203].

6 On August 4, 2010, the Ninth Circuit reversed the Court's December 4, 2008 Order
7 on attorney's fees and remanded the action to the Court, instructing the Court to enter
8 judgment awarding Defendants NDS \$17,936,237.80 in district court attorney's fees,
9 awarding Defendants NDS reasonable district court and appellate costs, and awarding no
10 district court or appellate attorney's fees or costs to Plaintiffs EchoStar. *EchoStar*
11 *Satellite Corp. v. NDS Group PLC*, 390 F. App'x. 764 (9th Cir. 2010). On September 7,
12 2011, the Ninth Circuit granted the application for attorney's fees on appeal filed by
13 Defendants NDS and referred the determination of the appropriate amount of fees on
14 appeal to the Ninth Circuit Appellate Commissioner. On January 17, 2012, the Supreme
15 Court denied EchoStar's petition for writ of certiorari. *EchoStar Satellite LLC. v. NDS*
16 *Group PLC*, No. 11-712, __ S. Ct. __ (Jan. 17, 2012). On February 3, 2012, the Ninth
17 Circuit issued mandate in this action. On February 6, 2012, the Ninth Circuit granted
18 NDS's motion for appellate costs in the amount of \$1,083.70.

19 Therefore, pursuant to the Ninth Circuit's order, the Court VACATES the Final
20 Judgment entered on February 13, 2009 and ENTERS Amended Final Judgment as
21 follows:

22 1. Plaintiffs EchoStar and NagraStar recover the sum of \$1,500.00 in statutory
23 damages from Defendants NDS.

24 2. In addition to the above amounts, Plaintiffs EchoStar recover \$137.07 in
25 damages from Defendants NDS.

26 3. In addition to the above amounts, Plaintiffs EchoStar recover restitution in
27 the amount of \$284.94 from Defendants NDS.

28 4. Plaintiffs EchoStar recover no attorney's fees or costs from Defendants

1 NDS.

2 5. Defendants NDS recover from Plaintiffs EchoStar \$17,936,237.80 in
3 attorney's fees incurred before the District Court.

4 6. In addition to the above amounts, Defendants NDS recover from Plaintiffs
5 EchoStar reasonable district court costs as will be awarded by the Clerk.

6 7. In addition to the above amounts, Defendants NDS recover from Plaintiffs
7 EchoStar appellate costs of \$1,083.70 as granted by the Ninth Circuit on February 6,
8 2012. Defendants NDS also recover from Plaintiffs EchoStar reasonable appellate
9 attorney's fees as determined by the Ninth Circuit.

10 8. Defendant NDS Group, PLC, its parents, subsidiaries, partners, joint
11 venturers or other associated entities, their assigns, successors, trustees, receivers, or any
12 of their owners, principals, officers, directors, executives, employees, contractors,
13 consultants, agents, attorneys, or anyone acting in concert with any of them, or anyone
14 else with notice of this Order is hereby ENJOINED AND PROHIBITED from engaging
15 in any of the following or assisting others in any of the following:

- 16 (1) Intercepting or receiving, anywhere in the United States, or assisting anyone
17 in the United States, in intercepting or receiving, EchoStar's satellite
18 television signal without authorization;
- 19 (2) In the State of California, for the purpose of intercepting or using
20 EchoStar's signal, knowingly and willfully making an unauthorized
21 connection to EchoStar's satellite television system, knowingly and
22 willfully connecting or assisting another in connecting an unauthorized
23 device to EchoStar's satellite television system, knowingly and willfully
24 making unauthorized modifications to an unauthorized device, or knowingly
25 and willfully obtaining and using an unauthorized device to gain access to
26 EchoStar's signal; and

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(3) Knowingly and willfully manufacturing, assembling, or possessing a device, in the State of California, designed to decode EchoStar's signal without authorization.

9. Defendants John Norris, Christopher Tarnovsky, George Tarnovsky, and Stanley Frost shall not recover attorney's fees or costs in any amount.

10. Post-judgment interest is payable on all of the above amounts allowable by law at the rate of to be determined by the Clerk (the rate applicable to post-judgment interest on the date of entry of this judgment pursuant to 28 USC § 1961, calculated daily and compounded annually, from the date the judgment is entered until the date this judgment is satisfied).

11. The Court denies all relief not granted in this judgment.

12. This is a FINAL JUDGMENT.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: February 22, 2012



DAVID O. CARTER
United States District Court Judge