

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DISH NETWORK L.L.C.,

Plaintiff,

v.

JADOO TV, INC., SAJID SOHAIL,
HASEEB SHAH, EAST WEST
AUDIO VIDEO, INC., and PUNIT
BHATT,

Defendants.

Case No. 2:18-cv-9768-FMO (KSx)

**FINAL JUDGMENT
AND PERMANENT INJUNCTION
AGAINST EAST WEST AUDIO
VIDEO, INC. AND PUNIT BHATT**

Having considered the Stipulation for Entry of Final Judgment and Permanent Injunction filed by Plaintiff DISH Network L.L.C (“DISH”) and Defendants East West Audio Video, Inc. and Punit Bhatt (“Defendants”), and good cause appearing, the Court approves the stipulation and ORDERS as follows:

1. Judgment is entered for DISH on Count II of the Complaint (Dkt. 1), which alleges Defendants contributorily infringed DISH’s copyrights in violation of the Copyright Act and 17 U.S.C. § 501.

2. The Court is informed that DISH and Defendants have entered into a confidential settlement agreement including Defendants’ payment of a confidential settlement sum, and therefore no damages are awarded in this Order.

1 3. For purposes of this order, “Protected Channels” means Aaj Tak; ARY
2 Digital; ARY News; ATN Bangla; ATN News; B4U Music; Channel-i; Dunya TV;
3 Express Entertainment; Express News; Geo News; Geo TV; Hum Masala; Hum
4 Sitaray; Hum TV; Hum World; India Today (a/k/a/ Headlines Today); NTV Bangla;
5 and Times Now.

6 4. Defendants and any of their affiliates, officers, agents, servants,
7 employees, attorneys, or other persons acting in active concert or participation with
8 any of the foregoing that receives actual notice of this order, are hereby permanently
9 enjoined from:

10 a. transmitting, streaming, distributing, or publicly performing in
11 the United States, with any Jadoo set-top box, or any other device, application,
12 service, or process, any of the Protected Channels or any of the programming that
13 comprises any of the Protected Channels;

14 b. distributing, selling, providing, or promoting any product or
15 service in the United States, including any Jadoo set-top box, that comprises the
16 whole or part of a network or service for the distribution or public performance of
17 any of the Protected Channels or any of the programming that comprises any of the
18 Protected Channels;

19 c. advertising, displaying, or marketing any Jadoo set-top box or
20 service in the United States in connection with any of the Protected Channels or any
21 of the programming that comprises any of the Protected Channels; and

22 d. inducing or contributing to others’ conduct that falls within 4(a-
23 c) above.

24 5. This permanent injunction takes effect immediately.

25 6. Each party is to bear its own attorney’s fees and costs.

26 7. The Court retains jurisdiction for the purpose of enforcing this
27 permanent injunction.
28

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 20, 2019

_____/s/_____
Hon. Fernando M. Olguin
United States District Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28