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NOTE: CHANGES HAVE BEEN  
MADE TO THIS DOCUMENT

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

DISH NETWORK L.L.C. et al.,  
Plaintiffs,  
v.  
NOXON USA, INC. et al.,  
Defendants.

Case No. 8:14-cv-01876-DOC-AN

**FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Upon default of Defendants, the Court, having reviewed the record, evidence, and applicable law in this matter, hereby **ORDERS** as follows:

(1) Defendants, and any of their officers, agents, servants, employees, attorneys, or other persons acting in active concert or participation with any of the foregoing that receives actual notice of the order, are permanently enjoined from:

A. manufacturing, importing, offering to the public, providing, or trafficking in Dreamlink T5, HD, and SD receivers, DL100 and SK200 modules, Coolview X1 and X3 receivers, or any other product used in circumventing the DISH Network security system or intercepting DISH Network programming;

B. circumventing or assisting others in circumventing the DISH Network security system, or receiving or assisting others in receiving DISH Network programming without authorization;

1 C. testing, analyzing, reverse engineering, manipulating, or  
2 extracting code, data, or information from DISH Network's satellite receivers,  
3 smart cards, satellite data stream, or any other part or component of the DISH  
4 Network security system;

5 (2) This permanent injunction takes effect immediately.

6 (3) Judgment is entered in favor of DISH Network on Counts I and II of  
7 the complaint, which allege violations of the DMCA, 17 U.S.C. § 1201(a)(2), and  
8 FCA, 47 U.S.C. § 605(e)(4).

9 (4) In accordance with 17 U.S.C. § 1203(c)(3)(A), statutory damages in  
10 the amount of \$4,653,000 are awarded to DISH Network. The statutory damages  
11 are calculated based on Defendants' 4,653 violations of section 1201(a)(2) of the  
12 DMCA at \$1,000 per violation.

13 (5) In accordance with 17 U.S.C. § 1203(b)(2), no later than five court  
14 days following the service of this order, Defendants must deliver all items identified  
15 in paragraph 1(A) that are in their possession, custody, or control to DISH  
16 Network's counsel in California, David Van Riper, 1254 Irvine Blvd., Suite 200,  
17 Tustin, California 92780. Within five days of service of this order, Defendants  
18 must also file a written statement with the Court, signed under penalty of perjury,  
19 identifying the products that were delivered to DISH Network's counsel. If  
20 Defendants have no products to turn over under this order, then they shall so  
21 indicate in the statement they are required to file with the Court.

22 (6) In accordance with 17 U.S.C. § 1203(b)(6), all products that DISH  
23 Network receives from Defendants under the preceding paragraph may be  
24 destroyed. Said destruction may commence after the time for filing an appeal from  
25 this order has passed, provided that no such appeal has been filed.

26 (7) Count III of the complaint is dismissed with prejudice.

27 (8) The Court retains jurisdiction over this action for a period of two years  
28 for the purpose of enforcing this final judgment and permanent injunction.

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**IT IS SO ORDERED.**

SIGNED and ENTERED this 21<sup>st</sup> day of September, 2015

*David O. Carter*

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David O. Carter  
United States District Judge