

# EXHIBIT 5

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**ORIGINAL**

**I (a) PLAINTIFFS** (Check box if you are representing yourself )  
NBC STUDIOS, LLC; UNIVERSAL NETWORK  
TELEVISION, LLC; OPEN 4 BUSINESS PRODUCTIONS  
LLC and NBCUNIVERSAL MEDIA, LLC

**DEFENDANTS**  
DISH NETWORK CORPORATION; DISH NETWORK L.L.C.

**b) Attorneys** (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  
ROBERT H. ROTSTEIN (SBN 72452) rxr@msk.com  
MITCHELL, SILBERBERG & KNUPP LLP  
11377 West Olympic Blvd.  
Los Angeles, CA 90064-1683  
(310) 312-2000

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- 1 U.S. Government Plaintiff     3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant     4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only**  
(Place an X in one box for plaintiff and one for defendant.)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. ORIGIN** (Place an X in one box only.)

- 1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from another district (specify):     6 Multi-District Litigation     7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes  No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:**  Yes  No

**MONEY DEMANDED IN COMPLAINT: \$** \_\_\_\_\_

**VI. CAUSE OF ACTION** (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
17 U.S.C. § 101, et seq. Copyright Infringement; Inducement of Copyright Infringement; Contributory Copyright Infringement; Vicarious Copyright Infringement

**VII. NATURE OF SUIT** (Place an X in one box only.)

<p><b>OTHER STATUTES</b></p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce/ICC Rates/etc.</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Act</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Allocation Act</p> <p><input type="checkbox"/> 895 Freedom of Info. Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p> <p><b>REAL PROPERTY</b></p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease &amp; Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Fed. Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury-Med Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury-Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>TORTS</b></p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p> <p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 22 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>CIVIL RIGHTS</b></p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 444 Welfare</p> <p><input type="checkbox"/> 445 American with Disabilities - Employment</p> <p><input type="checkbox"/> 446 American with Disabilities - Other</p> <p><input type="checkbox"/> 440 Other Civil Rights</p>	<p><b>PRISONER PETITIONS</b></p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus/Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><b>FORFEITURE / PENALTY</b></p> <p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food &amp; Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. &amp; Truck</p> <p><input type="checkbox"/> 650 Airline Regs</p> <p><input type="checkbox"/> 660 Occupational Safety /Health</p> <p><input type="checkbox"/> 690 Other</p>	<p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting &amp; Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p><b>PROPERTY RIGHTS</b></p> <p><input checked="" type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 61 HIA(1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW 405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609</p>
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**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

**CV12-04536**

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-1, COMPLETE THE INFORMATION REQUESTED BELOW.**

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District, State, if other than California; or Foreign Country
Los Angeles	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

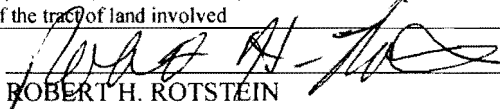
- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):

 Date May 24, 2012  
**ROBERT H. ROTSTEIN**

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

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8 Attorneys for Plaintiffs,  
NBC Studios LLC, Universal Network Television  
9 LLC, Open 4 Business Productions LLC, and  
NBCUniversal Media, LLC

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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 **CV12-04536** RSWL (FFUX)  
13 CASE NO.

14 NBC STUDIOS, LLC; UNIVERSAL  
NETWORK TELEVISION, LLC;  
15 OPEN 4 BUSINESS PRODUCTIONS  
16 LLC; and NBCUNIVERSAL MEDIA,  
LLC,

17 Plaintiffs,

18 v.

19 DISH NETWORK CORPORATION;  
20 DISH NETWORK L.L.C.,

21 Defendants.

**COMPLAINT FOR:**

- 22 (1) COPYRIGHT INFRINGEMENT
- 23 (2) INDUCEMENT OF COPYRIGHT INFRINGEMENT
- 24 (3) CONTRIBUTORY COPYRIGHT INFRINGEMENT
- 25 (4) VICARIOUS COPYRIGHT INFRINGEMENT

26 Plaintiffs NBC Studios LLC, Universal Network Television LLC, Open 4  
27 Business Productions LLC and NBCUniversal Media, LLC, by their counsel,  
28 allege against Defendants DISH Network Corporation and DISH Network LLC  
(collectively DISH or Defendants):

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1 **NATURE OF ACTION**

2 1. DISH has created and is aggressively marketing as part of its  
3 subscription satellite TV packages an unauthorized service that automatically and  
4 completely skips the advertising that is an essential element of prime-time  
5 broadcasting. Offered with its “Hopper” DVR, Dish’s “PrimeTime Anytime” and  
6 “Auto Hop” services copy the entire prime-time schedules of all of the major  
7 national broadcast networks on a wholesale basis and enable their customers to  
8 watch all of that programming on an entirely commercial-free basis. Yet, it is the  
9 advertising that generates the revenue to support the enormously expensive  
10 investment – in the billions of dollars per year – that creates the programs that  
11 viewers want to watch. Indeed without the embedded advertising there would be  
12 no program stream at all. The U.S. broadcast networks cannot provide the news,  
13 sports and entertainment programming they have historically created and offered if  
14 the revenue-generating ads are systematically blotted out on an unauthorized basis  
15 by distributors like DISH.

16 2. In the face of this reality, DISH now markets its new service with the  
17 following basic message: “Hate commercials? Dish creates commercial-free TV  
18 so you can save an hour each night! Now you can automatically skip commercials  
19 in primetime TV- on ABC, CBS, FOX and NBC in HD.” Ex. B. Under the  
20 copyright law, however, DISH is simply not free – for its own business and  
21 competitive advantage – to take a broadcast network’s primetime advertiser-  
22 supported programming stream and deliver it with an automatic commercial-  
23 skipping service that effectively strips out every single ad across-the-board. If  
24 DISH seeks to deliver an on-demand service that provides playback of programs  
25 without ads, then it must seek authorization to do so, with mutually-acceptable  
26 shared economic arrangements, rather than unilaterally appropriating that  
27 economic advantage to itself.

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1           3.       Plaintiffs bring this action for preliminary and permanent injunctive  
2 relief against Defendants' unlawful scheme to profit from an unprecedented and  
3 unauthorized new system for violating Plaintiffs' copyrights in prime-time,  
4 network television programming. Defendants market this infringing system in  
5 connection with their satellite broadcast services and digital video recorder  
6 ("DVR") called "the Hopper." As described more fully below, through the  
7 infringing functions of the Hopper, *all of* Plaintiffs' prime-time, network  
8 television programs (along with all of the prime-time shows aired on the other  
9 national broadcast networks) are copied, on a continuous eight-day rolling basis,  
10 after which the customer can play it back with *all of* the commercials automatically  
11 skipped in their entirety, and create a permanent library of that programming using  
12 the Hopper's massive storage capabilities.

13           4.       Plaintiffs are among the largest and most successful producers and  
14 distributors of television programming in the United States and the world.  
15 Plaintiffs are engaged in the business of developing, producing, and/or distributing  
16 television programming for exhibition and dissemination, and of licensing that  
17 programming to others. In addition to producing (and owning the copyrights in)  
18 numerous television programs, Plaintiff NBCUniversal Media, LLC ("NBCU")  
19 owns and operates the NBC Television Network ("NBC") and other television  
20 program services that deliver that programming to the American public.

21           5.       The Copyright Act, 17 U.S.C. § 101, *et seq.*, provides Plaintiffs with  
22 the exclusive rights to reproduce, adapt, distribute, and publicly perform and  
23 display their copyrighted television programming. Plaintiffs exercise these rights  
24 in an ever-expanding variety of ways, including commercially supported broadcast  
25 television, syndicated television, Internet-based streaming and download services,  
26 video-on-demand services, on-demand access via licensed cable and satellite  
27 providers, and on DVDs and Blu-Ray Discs. Due to the innovation of Plaintiffs  
28

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1 and others, consumers have access to network television programming through  
2 more authorized avenues than ever before. Yet, through the unlawful functions of  
3 the Hopper, Defendants divert revenues generated from Plaintiffs' copyrights and  
4 are infringing, and threaten to infringe, Plaintiffs' rights to exploit their  
5 copyrighted works in these legitimate markets. In doing so, Defendants deprive  
6 Plaintiffs of a fair return on their investments in creating and distributing some of  
7 the most valuable programming on television. Defendants' conduct is exactly  
8 what the copyright laws are intended to prevent.

9         6. The Hopper allows Defendants and their customers to infringe  
10 Plaintiffs' copyrights through the following interrelated features:

- 11         • The Hopper provides a "PrimeTime Anytime" feature, which copies  
12 all of the prime-time (*i.e.*, Monday through Saturday, 8:00 p.m.- 11:00  
13 p.m., and Sunday, 7 p.m. – 11 p.m.) TV programming aired on NBC  
14 and on the ABC, CBS and Fox television networks, every evening, on  
15 an 8-day rolling basis;
- 16         • The Hopper provides what Defendants call the "Auto Hop" feature,  
17 which enables the customer to watch the copied Primetime Anytime  
18 programming with *all* commercial advertising *automatically* skipped  
19 – and as more fully detailed below, Defendants market and actively  
20 encourage the use of Auto Hop for that purpose.
- 21         • The Hopper provides a memory capacity of two terabytes (*i.e.*, 2,000  
22 gigabytes), which, Defendants boast, is capable of storing 2,000 hours  
23 of recorded video, thus allowing the creation of large libraries of  
24 prime time television. As Defendants themselves acknowledge, "no  
25 other company offers" such capacity.

26         7. Thus, the Hopper effectively provides Defendants' customers with a  
27 premium commercial-free channel consisting, at any given point in time, of *all* of  
28

1 the copyrighted programming that aired in prime time on all four national  
2 broadcast networks in the past eight days, including without limitation series  
3 currently airing on NBC, such as *30 Rock*, *Dateline NBC*, *Law & Order SVU*,  
4 *Parks and Recreation*, *Rock Center*, *Smash*, *The Office*, and *Whitney*, along with  
5 the ability to create huge commercial-free libraries of those works.

6 8. Plaintiffs have invested billions of dollars in their copyrighted content.  
7 The Hopper's unprecedented methods of copying will deprive Plaintiffs of the  
8 means of payment for their works and erode the value of Plaintiffs' copyrighted  
9 programming. "Prime time" is the bloc of the television programming schedule  
10 that attracts the most viewers, and advertisers therefore are willing to pay the  
11 highest prices to have their commercials shown during this time. Television  
12 networks and local broadcast stations generally derive significant percentages of  
13 their advertising revenues from selling the right to advertise before, during or  
14 immediately after the prime-time television programming airs. It is self-evident  
15 that Advertisers will not pay, or will pay less, to have their advertisements placed  
16 within and around Plaintiffs' television programming if the advertisements will be  
17 invisible to viewers. Further, Plaintiffs recoup part of their substantial investments  
18 in creative programming by disseminating their prime-time programming, at a  
19 premium, in commercial-free formats, such as through on-demand television  
20 access, on-demand Internet access, and the sale of DVDs and Blu-Ray Discs.

21 9. The Hopper directly undercuts these established and legitimate  
22 markets for paid access to Plaintiffs' programming. Moreover, the Hopper  
23 interferes with Plaintiffs' efforts to make their prime-time programming available  
24 to consumers for free through advertising-supported services, such as Internet  
25 streaming websites. Views of such websites will decline if Defendants'  
26 subscribers have permanent access to commercial-free copies of all of Plaintiffs'  
27 prime-time shows. As a result, Defendants' unlawful conduct impairs the value of  
28



1 Plaintiffs' works and reduces the incentive for their creation and dissemination.  
2 Indeed, Defendants' unlawful conduct attacks the fundamental economic  
3 underpinnings of television programming creation and delivery, and therefore the  
4 very means by which Plaintiffs' copyrighted works are paid for. In this way,  
5 Defendants cause harm not only to Plaintiffs, but also to consumers.

6  
7 **THE PARTIES**

8 10. Plaintiff NBC Studios LLC is a New York limited liability company  
9 with its principal place of business at 100 Universal City Plaza, Universal City,  
10 California. Plaintiff Universal Network Television LLC is a Delaware limited  
11 liability company with its principal place of business at 100 Universal City Plaza,  
12 Universal City, California. Plaintiff Open 4 Business Productions LLC is a  
13 Delaware limited liability company with its principal place of business at 100  
14 Universal City Plaza, Universal City, California. Plaintiffs NBC Studios LLC,  
15 Universal Network Television LLC, and Open 4 Business Productions LLC are all  
16 indirect, wholly-owned subsidiaries of Plaintiff NBCUniversal Media, LLC, and  
17 are all engaged in, among other things, the production and distribution of television  
18 programs.

19 11. Plaintiff NBCUniversal Media, LLC ("NBCU") is a Delaware limited  
20 liability company with its principal place of business at 30 Rockefeller Plaza, New  
21 York, New York. NBCU, through its NBC News division, through the NBC  
22 Network it owns and operates, and through its other subsidiaries, is engaged in,  
23 among other things, the production and distribution of television programs.

24 12. Plaintiffs are informed and believe, and therefore allege, that  
25 Defendant DISH Network Corporation is organized under the laws of the State of  
26 Nevada and has its principal place of business in Englewood, Colorado. Plaintiffs  
27 are informed and believe, and therefore allege, that Defendant DISH Network LLC

1 is a wholly owned subsidiary of DISH Network Corporation, is organized under  
2 the laws of the State of Colorado, and has its principal place of business in  
3 Englewood, Colorado. Plaintiffs are informed and believe, and therefore allege,  
4 that each Defendant was the agent, joint venture and/or employee of the other  
5 Defendant, and in doing the things hereinafter alleged, each was acting within the  
6 course and scope of said agency, employment and joint venture with the advance  
7 knowledge, acquiescence, and subsequent ratification of the other Defendant.

8 13. Plaintiffs are informed and believe, and therefore allege, that DISH  
9 Network Corporation and DISH Network LLC operate the third largest pay  
10 television transmission system in the United States, servicing approximately 14  
11 million customers as of September 30, 2011.

12  
13 **JURISDICTION AND VENUE**

14 14. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331  
15 and 1338, and under the Copyright Act, 17 U.S.C. § 101 *et seq.*

16 15. This Court has personal jurisdiction over Defendants, and venue is  
17 proper in this Judicial District pursuant to 28 U.S.C. § 1391(b). Defendants  
18 conduct extensive commercial activities in this State, including in this Judicial  
19 District. Further, a substantial part of the events or omissions giving rise to this  
20 lawsuit, as well as substantial injury to Plaintiffs, have occurred or will occur in  
21 this District as a result of Defendants' acts of copyright infringement and  
22 impending acts of copyright infringement, and unfair competition, as alleged in  
23 detail below. Venue is also proper in this Judicial District pursuant to 28 U.S.C. §  
24 1400(a) in that Defendants may be found in this District in light of their extensive  
25 commercial activities in this District.

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27 Silberberg &  
28 Knupp LLP

**FACTUAL BACKGROUND**

**Free Over-the-Air, Commercially Supported Broadcasting**

16. NBC is one of the four major over-the-air television networks that transmit programming to the American public via hundreds of free, local, terrestrial broadcast stations that carry the networks' content. The networks' content is also increasingly transmitted to the public by subscription-based cable and satellite companies, including Defendant DISH Network, which retransmit the content carried on local broadcast stations. The networks, including Plaintiff NBCU, both create and license copyrighted content – largely entertainment, news and sports programming – on which the public has come to rely for information and entertainment. The four major networks and their affiliated local stations continue to account for a large percentage of all television viewing in the United States.

17. Maintaining a nationwide system of free, over-the-air local television stations, which provide news, information, and entertainment programming to virtually all Americans without any need to pay subscription fees, has been a crucial public-policy goal in the United States since the advent of television. The creation and acquisition of the copyrighted content that has come to define free, over-the-air television is made possible through commercial advertisements that are shown in each program. Whether viewers watch programming for free over-the-air or through pay services (such as Defendants' service) that retransmit broadcast signals, advertisements provide the primary means of payment for the copyrighted programming that the public views. As alleged more fully below, Defendants' infringing system blocks the delivery of advertising to viewers and thereby deprives copyright owners of the means by which they are paid for their works. Defendants' conduct diminishes both the value of the works and the incentive to create and distribute original content over the medium. By

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1 undermining the engine by which content is produced, Defendants' system  
2 threatens to diminish the quantity and the quality of the programming Americans  
3 have come to expect and demand.

4  
5 **Plaintiffs' Dissemination of Prime-Time Television Content**

6 18. Plaintiffs' most valuable programming airs during "prime time,"  
7 which falls between the hours of eight p.m. and eleven p.m. Monday through  
8 Saturday, and seven p.m. to eleven p.m. on Sunday. Plaintiffs own the United  
9 States copyrights in a substantial number of prime-time programs, including  
10 successful series currently airing on NBC, such as those listed in Paragraph 7  
11 above. Plaintiffs have registered or filed applications to register with the United  
12 States Copyright Office their copyrights in each of the representative works  
13 identified in the schedule attached hereto as Exhibit A and incorporated herein by  
14 this reference.

15 19. After a program airs on prime-time television, it is, in most cases,  
16 made available for viewing via other markets, including through on-demand access  
17 on cable or satellite services; internet-based services such as iTunes, Hulu, and  
18 Netflix; mobile phone services; pay-per-view and location-based (*e.g.*, airline and  
19 hotel) services; and portable media (*e.g.*, DVDs and Blu-Ray Discs). Further, the  
20 programs are often available very shortly after airing in prime time, with additional  
21 offerings following in stages.

22 20. Plaintiffs have invested (and continue to invest) substantial sums of  
23 money and effort each year to create and distribute television programs. The  
24 public benefits from Plaintiffs' creative activities, as intended by the U.S.  
25 Constitution and the Copyright Act. Plaintiffs recoup their substantial investments  
26 in creative programming in a number of ways, including the following:

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- **Advertiser Supported Broadcasts.** National networks, including NBC, and their local affiliates, derive substantial value by selling advertising time during their broadcast programming. In addition, broadcasting stations pay licensing fees to content providers like Plaintiffs by generating value from commercial advertisements inserted in or adjacent to each program. The viewership ratings generated by Nielsen Media Research (“Nielsen”) include viewing of commercials during DVR and video-on-demand (“VOD”) usage during the first 3 days from the airing of a program – the so-called “C3” rating – but Nielsen does not credit such viewership for any portion of a commercial that is skipped or fast-forwarded. Thus, if a commercial is automatically skipped in its entirety, it generates no ratings and produces no revenue to support the creation and dissemination of the programming in which it was aired.
- **On-Demand Cable/Satellite Access.** Plaintiffs also license their copyrighted works for viewing by the public through (i) video-on-demand services offered by cable and satellite providers, in which a viewer can choose to watch a particular program at any time of her choosing, generally on an advertising-supported model (in which the advertisements often cannot be skipped or fast forwarded), , and/or (ii) pay-per-view delivery, in which a viewer obtains one-time access to a particular program, in return for payment of a fee for that access.
- **On-Demand Online Access.** Plaintiffs earn revenue by providing access to their copyrighted works via their websites, the websites of their affiliates, and the websites and services of licensees. Some of these models involve showing advertisements to consumers before, after, or during viewing. Often, these advertisements cannot be

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1 skipped or fast forwarded. Other models involve subscription  
2 payments, payments for downloaded copies – which are often free of  
3 advertisements – or rental payments (for time-limited windows to  
4 view content).

- 5 • **Content On Multichannel Services.** Plaintiffs generate revenue by  
6 licensing their copyrighted works for “syndicated” exhibition through  
7 so-called “basic” non-broadcast television channels such as TBS,  
8 TNT and Lifetime. Syndication involves delivery of programming  
9 that already aired on broadcast stations at an earlier date. The  
10 principal means by which non-broadcast channels derive revenues to  
11 pay Plaintiffs for licensing of Plaintiffs’ content are from the sale of  
12 commercial time to advertisers and from fees paid by distributors such  
13 as cable systems and satellite carriers (who in turn receive monthly  
14 fees paid by subscribers). Such carriers also pay to retransmit  
15 broadcast signals.
- 16 • **Fixed Media.** Plaintiffs generate substantial revenue from the sale or  
17 rental for home viewing of authorized copies of their copyrighted  
18 works in various formats, including DVD and Blu-Ray Discs.  
19 Plaintiffs offer these formats at various price points, with different  
20 offerings providing different levels of access to content, including via  
21 in-home players for television viewing or via Internet or computer  
22 access through connected licenses resident on the discs. These  
23 formats typically do not include advertisements, other than occasional  
24 “trailers” at the beginning of a disc.

**Defendants' Infringing Service**

1  
2       21. On or about March 15, 2012, Defendants made the Hopper DVR  
3 available to its customers. The Hopper's "PrimeTime Anytime" option  
4 automatically records all prime-time programming on NBC, CBS, ABC, and Fox,  
5 every day, to the customers' DVR, which as alleged above, stores up to 2000 hours  
6 of content. The prime-time programming, including that of Plaintiffs, is  
7 automatically stored on the DVR for eight days and can be stored permanently.

8       22. On or about May 10, 2012, Defendants began offering a companion  
9 service, called "Auto Hop," which automatically skips commercials during  
10 viewing.

11       23. The Hopper is thus specifically designed to function as a commercial-  
12 free, on-demand video delivery and librarying service. Defendants boast that the  
13 Hopper is unlike any other DVR offered by a television service provider. On their  
14 website, an image from which is attached hereto as Exhibit B and incorporated by  
15 reference, Defendants refer to the Hopper as an "on-demand" service that permits  
16 the creation of commercial-free video "libraries" of copyrighted prime time  
17 content commercial free. For example, Defendants market the Hopper as follows:

18       With the Hopper's exclusive feature, PrimeTime Anytime™, three  
19 hours of HD primetime programming are available to you On Demand  
20 for up to 8 days from initial air date. Plus you can save your favorite  
21 primetime content forever. You can also automatically skip  
22 commercials in primetime TV – ABC, CBS, FOX and NBC in HD.

23       24. During an interview while demonstrating the Hopper, a representative  
24 of Defendants stated: "I don't think you'd need Hulu or Hulu Plus after this." In  
25 other words, Defendants tell their customers that the Hopper can be used as a  
26 substitute for Internet-based on-demand services. Plaintiffs make their

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1 programming available on those services in advertising-supported, rental,  
2 purchase, and subscription models.

3 25. Defendants also tout (Ex. B.) The Hopper's ability to provide  
4 commercial-free, on-demand program libraries to their customers:

5 Hate commercials? DISH created commercial-free TV so you can  
6 save an hour each night! Now you can automatically skip  
7 commercials in primetime TV- on ABC, CBS, FOX and NBC in HD.  
8 Only on the Hopper. Only from DISH.

9 26. Vivek Khemka, vice president of DISH Product Management,  
10 described the infringing service as follows:

11 With the Auto Hop capability of the Hopper, watching your favorite  
12 shows commercial-free is easier than ever before. It's a revolutionary  
13 development that no other company offers and it's something that sets  
14 Hopper above the competition. ... With Hopper, you have access to  
15 all primetime HD programs broadcast by the four major networks.  
16 Now you can watch many of those shows commercial-free, with Auto  
17 Hop.

18 DISH Press Release, DISH Introduces Commercial-Free TV With "Auto Hop,"  
19 May 10, 2012.

20  
21 **Irreparable Harm to Plaintiffs As a Result of Defendants' Infringement**

22 27. Defendants' brazen copyright infringement seriously threatens  
23 Plaintiffs' ability to earn revenue from their copyrighted works through existing  
24 and potential methods of dissemination. Unless enjoined, Defendants' illegal  
25 conduct will irreparably injure Plaintiffs in numerous ways that are incapable of  
26 calculation or redress through monetary damages. Defendants' unlawful scheme  
27 will also ultimately harm the public, because it will divert revenue from the  
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1 creators and licensors of original programming to Defendants, thereby threatening  
2 to decrease the output of copyrighted works and the investment therein. The  
3 threatened harm to Plaintiffs includes the following:

- 4 • Plaintiffs are paid for advertisements that air during broadcasts based  
5 on viewership. If Defendants' customers do not view commercials  
6 during prime-time shows, Plaintiffs' most significant source of  
7 revenue will be diminished.
- 8 • Plaintiffs earn license fees for the television content they produce. If  
9 the advertising revenue stream from broadcasting that content is  
10 impaired, then the license fees that Plaintiffs receive for produced  
11 television content will be diminished.
- 12 • Plaintiffs license shows for syndicated runs on cable channels, which  
13 take place after the broadcast runs of the shows conclude. If viewers  
14 use Defendants' service to collect commercial-free libraries of prime-  
15 time network shows for later viewing, the market for watching shows  
16 in syndication will be reduced.
- 17 • Plaintiffs earn revenue from commercials shown during programs  
18 made-available "on demand" for free to subscribers of cable and  
19 satellite subscription services, both online and on television. Often  
20 these commercials cannot be fast forwarded. Defendants' infringing  
21 service will deter viewers from using such offerings.
- 22 • Consumers increasingly view programs they missed when they first  
23 aired on Internet websites operated by Plaintiffs and Plaintiffs'  
24 licensees, such as Hulu. These services are often advertising  
25 supported.. Defendants' customers will have little incentive to seek  
26 out online access to programming given that Defendants are providing  
27 it to them on demand and commercial free.

- Plaintiffs make commercial-free, permanent copies of works available to consumers, both through Internet-based downloading services, such as iTunes and Amazon, and through the sale of fixed media formats. Defendants' provision of commercial-free, prime-time television libraries to its customers will undercut the markets for Plaintiffs legitimate offerings.

**CLAIMS FOR RELIEF**

**COUNT I**

**(COPYRIGHT INFRINGEMENT IN VIOLATION OF THE COPYRIGHT ACT, 17 U.S.C. §§ 101, *ET SEQ.*)**

28. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 27, inclusive, as though fully set forth herein.

29. Plaintiffs are the copyright owners of the works listed in Exhibit A, as well as many other motion pictures and television programs telecast in the United States, each of which contain a large number of creative elements wholly original to Plaintiffs and which are copyrightable subject matter under the laws of the United States.

30. Plaintiffs have obtained (or have applied for) copyright registration certificates for each work listed in Exhibit A. In doing so, Plaintiffs have complied in all respects with 17 U.S.C. § 101, *et seq.* and all other laws governing federal copyrights.

31. Each of the works listed in Exhibit A, has, with authorization of Plaintiffs, exploited in strict conformity with the provisions of 17 U.S.C. §§ 401 and 409, *et seq.*, and all other laws governing federal copyright.

32. DISH creates Primetime Anytime's "on demand library of approximately 100 hours primetime of TV shows" by recording, without

1 authorization, all programming aired by the four national broadcast networks  
2 during primetime hours every night. On information and belief, the programming  
3 recorded by DISH through the Primetime Anytime service consists exclusively of  
4 copyrighted network programming, including Plaintiffs' copyrighted content. On  
5 further information and belief, Defendants' copying in connection with PrimeTime  
6 Anytime occurs on a partitioned section of The Hopper's hard drive that is fully  
7 under Defendants' ongoing remote control. By creating and distributing  
8 unauthorized copies of Plaintiffs' works (including the works listed on Exhibit A)  
9 through PrimeTime Anytime in the manner described above, Defendants are  
10 engaging in and imminently will engage in a vast number of direct copyright  
11 infringements, in violation of sections 106(1), 106(3) and 501 of the Copyright  
12 Act, 17 U.S.C. §§ 106(1), 106(3) and 501.

13 33. The foregoing acts of direct infringement by Defendants are  
14 unauthorized and unlicensed by Plaintiffs and are not otherwise permissible under  
15 the Copyright Act. Plaintiffs did not consent to Defendants' copying.

16 34. These acts of infringement have been willful, intentional, and  
17 purposeful, in disregard of Plaintiff's rights under the Copyright Act. Defendants  
18 know that their acts are infringing and intentionally or recklessly disregard the law  
19 by their conduct.

20 35. These acts have caused and will continue to cause substantial  
21 irreparable harm that cannot fully be compensated or measured in money to  
22 Plaintiffs unless further infringement is enjoined and restrained by this Court.  
23 Plaintiffs have no adequate remedy at law because damages would be difficult to  
24 ascertain and Plaintiffs should not be expected to suffer the blatant infringement.  
25 The balance of equities favors Plaintiffs because Defendants could easily cease  
26 their operation of the infringing services whereas Plaintiffs' rights will be  
27 permanently devalued if the infringing conduct continues. Finally, the public  
28

1 interest favors injunctive relief because the goals of the Copyright Act, including  
2 increased creation and output of creative works, will be undermined by the  
3 persisting infringements committed by DISH Network Corporation and DISH  
4 Network LLC. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to preliminary  
5 and permanent injunctions prohibiting further infringements of Plaintiffs'  
6 copyrights.

7  
8 **COUNT II**

9 **(INDUCEMENT OF COPYRIGHT INFRINGEMENT IN VIOLATION OF**  
10 **THE COPYRIGHT ACT, 17 U.S.C. §§ 101, *ET SEQ.*)**

11 36. Plaintiffs incorporate by reference each and every allegation set forth  
12 in paragraphs 1 through 31, as though fully set forth herein.

13 37. Users of The Hopper's PrimeTime Anytime feature who record all of  
14 Plaintiffs' prime-time shows and use the The Hopper's Auto Hop feature to  
15 automatically skip commercials otherwise contained in those recordings infringe  
16 Plaintiffs' exclusive reproduction rights under section 106 of the Copyright Act, 17  
17 U.S.C. § 106(1).

18 38. Users of The Hopper's PrimeTime Anytime feature who record all of  
19 Plaintiffs' prime-time shows and who store said recordings permanently or for long  
20 periods of time for commercial-free multiple viewings at times of their choosing  
21 infringe Plaintiffs' exclusive reproduction rights under section 106 of the  
22 Copyright Act, 17 U.S.C. § 106(1).

23 39. Plaintiffs have not authorized such persons to engage in such acts or  
24 consented to such acts.

25 40. Defendants have induced the infringing acts of their customers  
26 described above, in violation of sections 106 and 501 of the Copyright Act, 17  
27 U.S.C. §§ 106 and 501. Defendants provide The Hopper and its PrimeTime  
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1 Anytime and Auto Hop features with the object of promoting their use for  
2 infringement.

3 41. Defendants' conduct demonstrates Defendants' purposeful promotion  
4 of infringement. Among other things:

- 5 • Defendants have marketed The Hopper expressly for copying and  
6 creating libraries of Plaintiffs' works and then viewing them  
7 commercial free.
- 8 • Defendants' marketing efforts have included targeting known markets  
9 for infringement, including consumers who wish to obtain access to  
10 commercial-free programming without payment and consumers who  
11 wish to avoid paying market prices for permanent copies of  
12 commercial-free programs.
- 13 • Defendants have expressly marketed their services as substitutes for  
14 licensed methods of accessing Plaintiffs' works, including Hulu.com  
15 and other video-on-demand services.
- 16 • Defendants have refused to use readily available technological means  
17 to limit or prevent infringement by their customers. In fact,  
18 Defendants expressly designed their services to facilitate infringement  
19 and make it as easy as practicable to accomplish infringing acts.

20 42. Defendants' inducement of their customers' infringement is, and at all  
21 times has been, willful, intentional, and purposeful, in disregard of Plaintiff's rights  
22 under the Copyright Act. Defendants know that their acts are inducing infringing  
23 conduct. Defendants intentionally or recklessly disregard the law by their conduct.  
24 Plaintiffs have not authorized or consented to Defendants' conduct.

25 43. Defendants' acts have caused and will continue to cause substantial  
26 irreparable harm that cannot fully be compensated or measured in money to  
27 Plaintiffs unless further infringement by Defendants is enjoined and restrained by  
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1 this Court. Plaintiffs have no adequate remedy at law because damages would be  
2 difficult to ascertain and Plaintiffs should not be expected to suffer Defendants'  
3 blatant infringement. The balance of equities favor Plaintiffs because Defendants  
4 could easily cease their operation of the infringing services whereas Plaintiffs'  
5 rights will be permanently devalued if the infringing conduct continues. Finally,  
6 the public interest favors injunctive relief because the goals of the Copyright Act,  
7 including increased creation and output of creative works, will be undermined by  
8 the persisting infringements committed by Defendants' customers. Pursuant to 17  
9 U.S.C. § 502, Plaintiffs are entitled to preliminary and permanent injunctions  
10 prohibiting further infringements of Plaintiffs' copyrights.

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**COUNT III**  
**(CONTRIBUTORY COPYRIGHT INFRINGEMENT IN VIOLATION OF  
THE COPYRIGHT ACT, 17 U.S.C. §§ 101, ET SEQ.)**

44. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 31, inclusive, and 37 through 39, as though fully set forth herein.

45. By participating in, facilitating, assisting, enabling, materially contributing to, and encouraging the infringing reproductions of Plaintiffs' works described above in paragraphs 37 through 39, with full knowledge of their illegal consequences, and with the ability to take simple measures to prevent or limit infringement, Defendants are contributing to infringements of Plaintiffs' copyrighted works, in violation of sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501. Defendants make the infringement described above in paragraphs 37-39 possible and provide the site and facilities for the infringements.

46. Defendants know or have reason to know of the actual or imminent infringement of Plaintiff's copyrights. Indeed, on information and belief,

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1 Defendants monitor their customers' infringing activity and technologically and  
2 personally assist their customers throughout their illegal acts. DISH Networks'  
3 service agreement with its customers states that it collects information regarding  
4 "the programming service options [customers] have chosen." The agreement also  
5 states: "When you use our interactive or other transactional television services, the  
6 satellite system automatically collects certain information on your use of these  
7 services."

8 47. Defendants' contributions to their customers' infringement have been  
9 willful, intentional, and purposeful, in disregard of Plaintiff's rights under the  
10 Copyright Act. Defendants know that their acts are contributing to infringing  
11 conduct and Defendants intentionally or recklessly disregard the law by their  
12 conduct. Plaintiffs have not authorized or consented to Defendants' conduct.

13 48. Defendants' acts have caused and will continue to cause substantial  
14 irreparable harm that cannot fully be compensated or measured in money to  
15 Plaintiffs unless further infringement by Defendants is enjoined and restrained by  
16 this Court. Plaintiffs have no adequate remedy at law because damages would be  
17 difficult to ascertain and Plaintiffs should not be expected to suffer Defendants'  
18 blatant infringement. The balance of equities favors Plaintiffs because Defendants  
19 could easily cease their operation of the infringing services whereas Plaintiffs'  
20 rights will be permanently devalued if the infringing conduct continues. Finally,  
21 the public interest favors injunctive relief because the goals of the Copyright Act,  
22 including increased creation and output of creative works, will be undermined by  
23 the persisting infringements committed by Defendants' customers. Pursuant to 17  
24 U.S.C. § 502, Plaintiffs are entitled to preliminary and permanent injunctions  
25 prohibiting further infringements of Plaintiffs' copyrights.

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1 COUNT IV

2 **(VICARIOUS COPYRIGHT INFRINGEMENT IN VIOLATION OF THE**  
3 **COPYRIGHT ACT, 17 U.S.C. §§ 101, *ET SEQ.*)**

4 49. Plaintiffs incorporate by reference each and every allegation set forth  
5 in paragraphs 1 through 31, inclusive, and 37 through 39, as though fully set forth  
6 herein.

7 50. Defendants have the right and ability to supervise and control the  
8 infringing conduct of their customers described above in paragraphs 37 through 39.  
9 DISH Networks' contract with their customers states:

10 We may add, delete, rearrange and/or change any and all  
11 programming, programming packages and other Services that we  
12 offer, as well as the prices and fees related to such programming,  
13 programming packages and Services, at any time, including without  
14 limitation, during any term commitment period to which you have  
15 agreed.

16 51. Defendants' regular involvement in their customers' copying is an  
17 indispensable link in such infringing conduct. Defendants control their customers'  
18 ability to record prime-time content using the Primetime Anytime feature. In  
19 addition, Defendants go to great lengths and efforts to enable their customers to  
20 skip entire commercial segments. On information and belief, in order to achieve  
21 this goal, Defendants must study the shows that are transmitted and "push" certain  
22 data to the Hopper devices resident in the homes of customers. Absent  
23 Defendants' conduct, customers simply could not automatically skip commercials.

24 52. On information and belief, all of the infringing activity is actively  
25 monitored by Defendants. DISH Networks' service agreement with its customers  
26 states that it collects information regarding "the programming service options  
27 [customers] have chosen." The agreement also states: "When you use our  
28



1 interactive or other transactional television services, the satellite system  
2 automatically collects certain information on your use of these services.”

3 53. Defendants also receive a direct financial benefit from the  
4 infringement described above in paragraph 37 through 39 above. Plaintiffs are  
5 informed and believe, and therefore allege, that Defendants have attracted,  
6 obtained and retained customers as a result of its infringing offerings. The  
7 PrimeTime Anytime and Auto Hop features constitute draws to Defendants’  
8 services. Defendants actively advertise the infringing capabilities of The Hopper.  
9 Defendants also receive subscription payments from customers who possess The  
10 Hopper.

11 54. Defendants’ refusal to stop or limit its customers’ infringements has  
12 been willful, intentional, and purposeful, in disregard of Plaintiff’s rights under the  
13 Copyright Act. Plaintiffs have not authorized or consented to Defendants’  
14 conduct.

15 55. Defendants’ acts have caused and will continue to cause substantial  
16 irreparable harm that cannot fully be compensated or measured in money to  
17 Plaintiffs unless further infringement by Defendants is enjoined and restrained by  
18 this Court. Plaintiffs have no adequate remedy at law because damages would be  
19 difficult to ascertain and Plaintiffs should not be expected to suffer Defendants’  
20 blatant infringement. The balance of equities favor Plaintiffs because Defendants  
21 could easily cease their operation of the infringing services whereas Plaintiffs’  
22 rights will be permanently devalued if the infringement continues. Finally, the  
23 public interest favors injunctive relief because the goals of the Copyright Act,  
24 including increased creation and output of creative works, will be undermined by  
25 the persisting infringements committed by Defendants’ customers. Pursuant to 17  
26 U.S.C. § 502, Plaintiffs are entitled to preliminary and permanent injunctions  
27 prohibiting further infringements of Plaintiffs’ copyrights.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor  
3 and against Defendants, and each of them, as follows:

4 (a) On Counts I through IV, preliminarily and permanently enjoin,  
5 pursuant to 17 U.S.C. § 502, Defendants, their respective officers, agents, servants,  
6 employees, and those persons in active concert or participation with Defendants, or  
7 any of them, from inducing infringement or directly, contributorily, and/or  
8 vicariously infringing by any means, including but not limited to specifically in  
9 connection with The Hopper's PrimeTime Anytime and Auto Hop features,  
10 Plaintiffs' exclusive rights under the Copyright Act, including, but not limited to  
11 any of Plaintiffs' rights in any of the works listed on Exhibit A, and from licensing  
12 any other person to do the same;

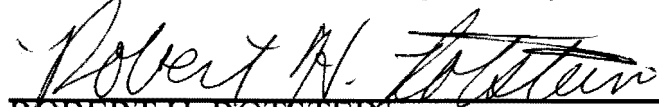
13 (b) award Plaintiffs statutory damages in accordance with 17 U.S.C. §  
14 504 and other applicable law;

15 (c) award Plaintiffs costs and reasonable attorneys' fees in accordance  
16 with 17 U.S.C. § 505, and other applicable law; and

17 (d) award Plaintiffs such further and additional relief as the Court may  
18 deem just and proper.

19  
20 DATED: May 24, 2012

21 ROBERT H. ROTSTEIN  
22 PATRICIA H. BENSON  
23 JEAN PIERRE NOGUES  
24 MITCHELL SILBERBERG & KNUPP LLP

25 

26 ROBERT H. ROTSTEIN  
27 Attorneys for Plaintiffs,  
28 NBC Studios LLC, Universal Network  
Television LLC Open 4 Business Productions  
LLC, and NBCUniversal Media, LLC,

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**EXHIBIT A – SCHEDULE OF WORKS**

1. The Return of Avery Jessup, 30 Rock (application for copyright registration filed May 18, 2012) - NBC Studios LLC.
2. What Will Happen to the Gang Next Year?, 30 Rock (application for copyright registration filed May 18, 2012) - NBC Studios LLC.
3. BeeWare, Grimm (copyright registration no. PA 1-765-480, Nov. 23, 2011) - Open 4 Business Productions LLC.
4. Three Coins in a Fuchsbau, Grimm (copyright registration no. PA 1-778-887, Mar. 8, 2012) - Open 4 Business Productions LLC.
5. Plumed Serpent, Grimm (copyright registration no. PA 1-780-055, Mar. 16, 2011) - Open 4 Business Productions LLC.
6. Island of Dreams, Grimm (application for copyright registration filed April 4, 2012) - Open 4 Business Productions LLC.
7. Theatre Tricks, Law & Order SVU (copyright registration no. PA 1-774-128, Jan. 26, 2012) - Universal Network Television LLC.
8. Trivia, The Office (copyright registration no. PA 1-774-146, Jan. 26, 2012) - Universal Network Television LLC.
9. Jury Duty, The Office (copyright registration no. PA 1-776-312, Feb. 13, 2012) - Universal Network Television LLC.
10. Special Project, The Office (copyright registration no. PA 1-775-976, Feb. 16, 2012) - Universal Network Television LLC.
11. Tallahassee, The Office (copyright registration no. PA 1-77-493, Feb. 29, 2012) - Universal Network Television LLC.
12. Pawnee Rangers, Parks and Recreation (copyright registration no. PA 1-756-487, Oct. 20, 2011) - Open 4 Business Productions LLC.
13. The Comeback Kid, Parks and Recreation (copyright registration no. PA 1-774-147, Jan. 26, 2012) - Open 4 Business Productions LLC.
14. Win, Lose, or Draw, Parks and Recreation (application for copyright registration filed May 18, 2012) - Open 4 Business Productions LLC.
15. Bombshell, Smash (application for copyright registration filed May 18, 2012) - NBC Studios LLC.

16. Private Parts, Whitney (copyright registration no. PA 1-773-957, Jan. 13, 2012) - NBC Studios LLC.
17. 48 Hours, Whitney (copyright registration no. PA 1-777-488, Feb. 29, 2012) - NBC Studios LLC.
18. Mad Women, Whitney (copyright registration no. PA 1-777-464, Feb. 29, 2012) - NBC Studios LLC.
19. Dateline NBC 5/18/12 (application for copyright registration filed May 24, 2012) – NBCUniversal Media LLC



WHY DISH

ENTERTAINMENT

TECHNOLOGY

SUPPORT

SEARCH

DISPLATINO

Music

HOPPER

OVERVIEW

WHOLE-HOME HD DVR

PRIMETIME ANYTIME

FEATURES

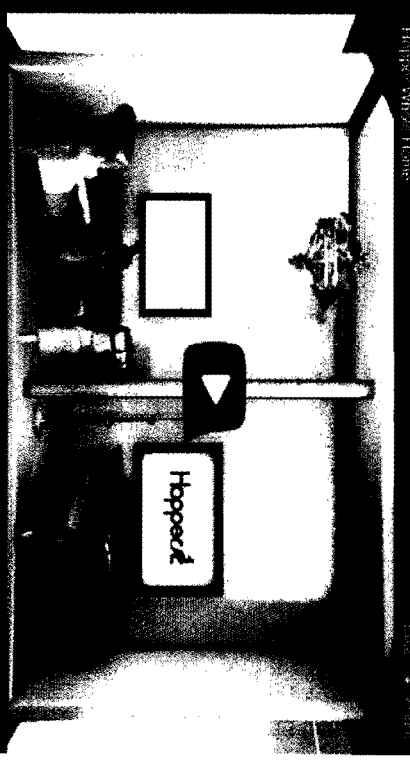
APPS

MOVIES

REVIEWS

# WATCH COMMERCIAL-FREE TV.

The Hopper™ Whole-Home HD DVR is the most advanced set-top box in the industry, delivering features that will change the way you watch TV forever. With PrimeTime Anytime™ you get instant On Demand access to your favorite primetime shows for 8 days. Plus, you can automatically skip commercials in primetime TV – ABC, CBS, FOX and NBC in HD. Only on the Hopper. Only from DISH!



- HOPPER
- OVERVIEW
- WHOLE-HOME HD DVR
- PRIME-TIME ANYTIME
- FEATURES
- APPS
- MOVIES
- REVIEWS

Get DISH

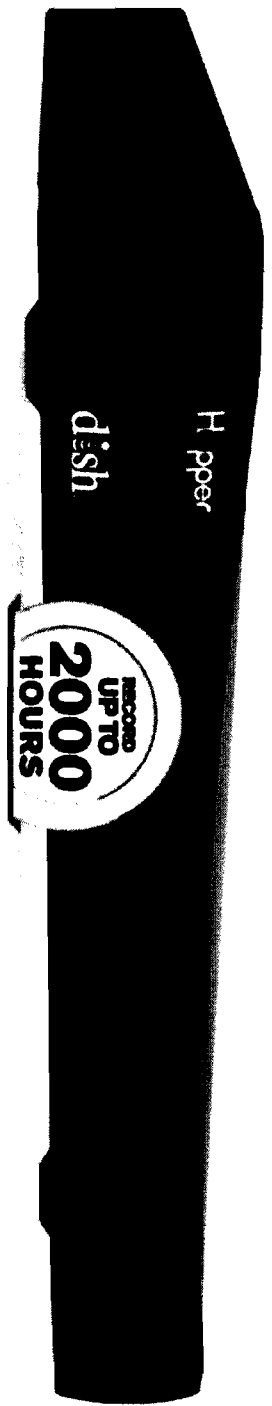
1-800-823-4929

#AdFreeTV

# WHOLE-HOME HD DVR SERVICE.

Full HD DVR functionality on every TV, so you can pause, rewind and record live TV in any room. Plus, you can access your DVR library on all TVs so you can record a movie in the living room, start watching it in the bedroom and then finish in the kitchen. Watch our video to learn more

*Requires a link to be linked to Hopper.*



### WATCH COMMERCIAL-FREE TV

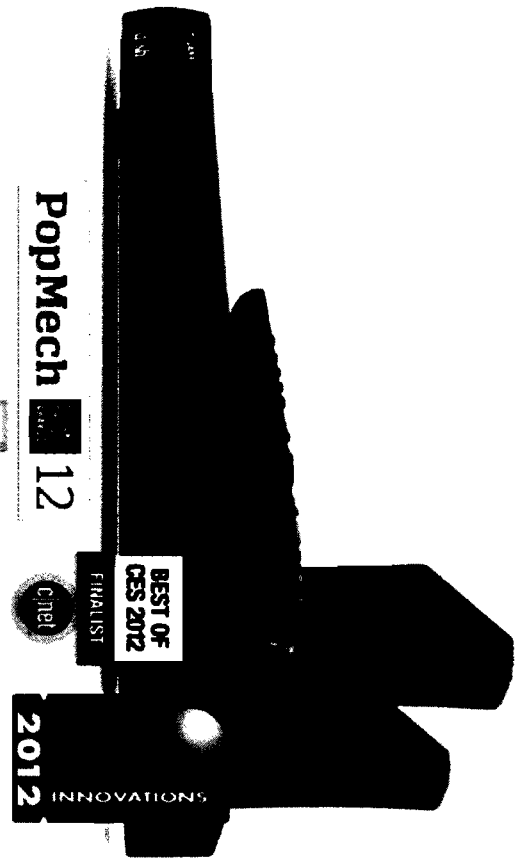
Hate commercials? DISH created commercial-free TV so you can save an hour each night! Now you can automatically skip commercials in primetime TV- on ABC, CBS, FOX and NBC in HD. Only on the Hopper. Only from DISH.

*Feature must be enabled by customer and is subject to availability. Only available with playback of select shows*

### Record up to 6 HD Channels at Once with PrimeTime Anytime™

Record up to six live HD channels at once during primetime, including your 4 local HD networks and 2 channels of your choosing, and stream four recorded HD programs to different TVs simultaneously. That means you can watch more and miss less of your favorite programs.

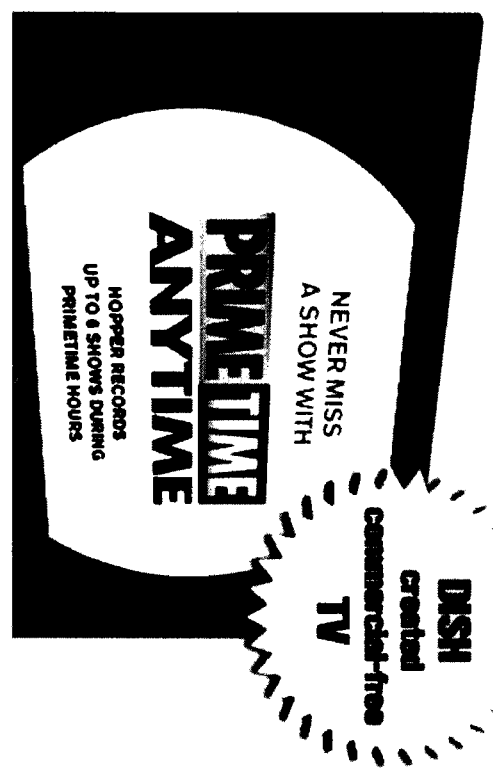
### Massive 2 TB Hard Drive.



- HOPPER
- OVERVIEW
- WHOLE-HOME HD DVR
- PRIME-TIME ANYTIME
- FEATURES
- APPS
- MOVIES
- REVIEWS

### MASSIVE 2 TB HARD DRIVE.

Record and store up to 2,000 hours – the most available from any TV provider! Plus, hundreds of On Demand titles are available for instant viewing.



## PRIME-TIME ANYTIME™

With the Hopper's exclusive feature, PrimeTime Anytime™, three hours of HD primetime programming are available to you On Demand for up to 8 days from initial air date. Plus you can save your favorite primetime content forever. You can also automatically skip commercials in primetime TV – ABC, CBS, FOX and NBC in HD. Watch our video to learn more



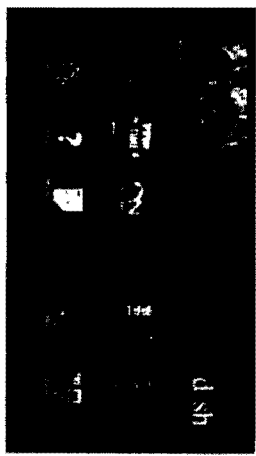
HOPPER OVERVIEW WHOLE-HOME HD DVR PRIMETIME ANYTIME FEATURES APPS MOVIES REVIEWS

HOPPER RECORDS UP TO 8 SHOWS DURING PRIMETIME HOURS

can also automatically skip commercials in primetime TV - ABC, CBS, FOX and NBC in HD. Watch our video to learn more

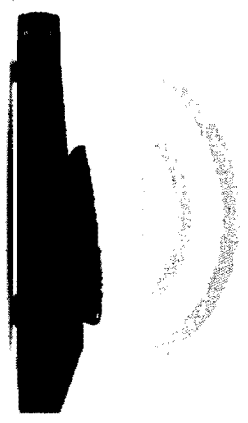
Commercial-free TV feature only available for playback of certain HD primetime shows on ABC, CBS, FOX and NBC with Prime Time Anytime feature. Functions must be enabled by customer and are subject to availability

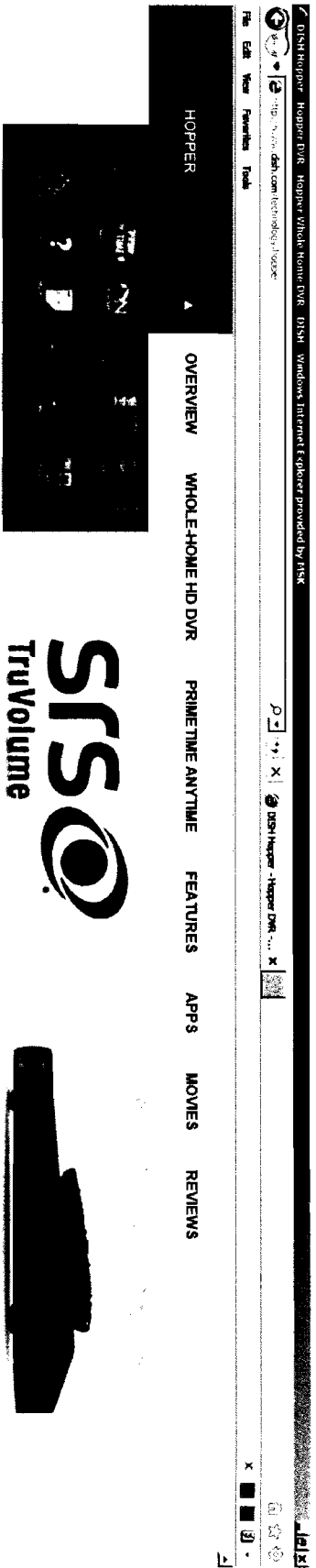
# FEATURES.



# SRS

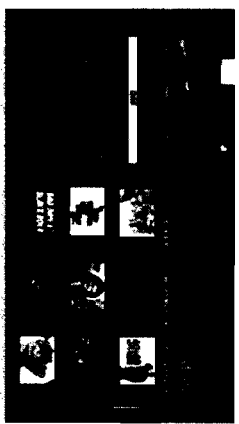
TruVolume





**State-of-the-Art User Interface.**

Hopper features a sleek HD user interface, with super-fast scrolling and colorful channel logos listed for easy visual reference. Watch Video



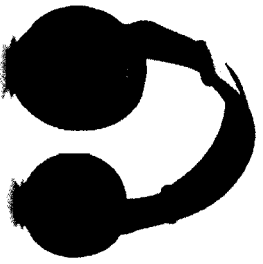
**SRS TruVolume®.**

The Hopper includes SRS TruVolume technology, which prevents annoying volume fluctuations. No need to adjust the volume and better yet, no more loud commercials!



**Remote Control Locator.**

Never lose your remote again! Press a button, and the Hopper will call your remote, so you can hear where it's hiding – and then get back to watching TV.



*This feature is also available on all Joeys*

### Intuitive Search.

Search by title, actor, channel and more to find your favorite shows, recorded programs and On Demand content. Plus with predictive search, the Hopper will start showing results immediately as you type, so you'll find your favorite shows faster than ever.

### TV Everywhere™ Technology.

Connect your Hopper to the Sling® Adapter and experience TV Everywhere™ brand technology from DISH. Watch live TV programming and DVR recordings anywhere you travel. Watch Video

*Sling Adapter sold separately*

### SIRIUSXM SATELLITE RADIO

Music lovers will love this. Only DISH offers over 70 channels of SiriusXM satellite radio, the same music channels available in your car, with America's Top 120, DishLATINO Clasico, and higher packages. DISH is the only pay TV provider to give you SiriusXM satellite music.

# HOPPER VIDEO GALLERY.



- HOPPER
- OVERVIEW
- WHOLE-HOME HD DVR
- PRIME TIME ANYTIME
- FEATURES
- APPS
- MOVIES
- REVIEWS

DISH

### Full Offer Details

Actual recording capacity for Hopper varies based on type of programming. Based on viewing 4 one-hour shows per night.

**CORPORATE**

- Our Company
- Career Opportunities
- Press Center
- Investor Relations
- Legal

**RESOURCES**

- Find a Retailer
- CONTACT US
- Business Owners
- DISH Media Sales

**CONNECT**

- Send Feedback
- View us on Twitter
- Contact Us

**Follow us on Facebook**

**Follow us on Twitter**

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