

1 Timothy M. Frank (California Bar No. 263245)  
timothy.frank@hnbllc.com

2 Joseph H. Boyle (*pro hac vice* to be filed)  
joe.boyle@hnbllc.com

3 Stephen M. Ferguson (*pro hac vice* to be filed)  
stephen.ferguson@hnbllc.com

4 **HAGAN NOLL & BOYLE LLC**  
5 820 Gessner, Suite 940  
6 Houston, Texas 77024  
7 Telephone: (713) 343-0478  
8 Facsimile: (713) 758-0146

9 David A. Van Riper (California Bar No. 128059)  
dave@vanriperlaw.com

10 **VAN RIPER LAW**  
11 1254 Irvine Blvd., Suite 200  
12 Tustin, California 92780-3571  
13 Telephone: (714) 731-1800  
14 Facsimile: (714) 731-1811

Attorneys for Plaintiff DISH Network L.L.C.

15  
16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**  
18 **WESTERN DIVISION**

19 DISH NETWORK L.L.C.,

20 Plaintiff,

21 v.

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

25 Defendants.

Case No. 2:18-cv-9768

**PLAINTIFF'S COMPLAINT FOR:**

- 26 **1) Direct Copyright Infringement,**  
**17 U.S.C. § 501;**
- 27 **2) Contributory/Inducing and**  
**Material Contribution to**  
**Copyright Infringement, 17 U.S.C.**  
**§ 501; and**
- 28 **3) Vicarious Copyright**  
**Infringement, 17 U.S.C. § 501**

1 Plaintiff DISH Network L.L.C. (“DISH”) sues Defendants Jadoo TV, Inc.  
2 (“JadooTV”); Sajid Sohail (“Sohail”); Haseeb Shah (“Shah”); and East West Audio  
3 Video, Inc. and Punit Bhatt (collectively, “East West”), and states:

4 **PRELIMINARY STATEMENT**

5 1. The facts in this complaint describe a wide-ranging, deliberate, multi-  
6 year effort by JadooTV to transmit television channels it failed to license in blatant  
7 disregard of DISH’s exclusive rights. JadooTV’s scheme targeted television  
8 channels exclusively licensed to DISH to increase JadooTV’s channel offerings, to  
9 appeal to consumers, to avoid licensing fees, and to create a competitive advantage  
10 against DISH. JadooTV’s illegal business model allowed JadooTV to competitively  
11 harm DISH because JadooTV did not pay license fees to the channel owners, while  
12 DISH did pay licensing fees for the same channels.

13 2. In its early years, JadooTV designed its service to directly stream  
14 unlicensed television channels through the Jadoo branded set-top box, and in  
15 response to cease and desist letters, JadooTV denied it intended to infringe. JadooTV  
16 subsequently changed the way it offered unlicensed channels by requiring users to  
17 download extra software files to their Jadoo set-top boxes to integrate those  
18 channels. When DISH complained, JadooTV denied that it had anything to do with  
19 the software files.

20 3. Today, the latest model Jadoo set-top boxes are sold to users pre-  
21 configured to locate and install software files needed to integrate the unlicensed  
22 television channels and seamlessly incorporate those channels into the Jadoo on-  
23 screen electronic program guide. By pre-configuring Jadoo set-top boxes to locate  
24 and install these software files, JadooTV is able to offer additional television  
25 channels in what it calls the “South Asian Super Pack,” which includes the channels  
26 exclusively licensed to DISH.

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1 of East West Audio Video, Inc. Upon information and belief, Bhatt authorized,  
2 controlled, participated in, and received direct financial benefits from the infringing  
3 activities of East West Audio Video, Inc. as alleged herein. The acts Bhatt engaged  
4 in as an agent of East West Video, Inc. are believed to have been within the scope of  
5 such agency.

6 **JURISDICTION AND VENUE**

7 12. DISH asserts claims under the Copyright Act, 17 U.S.C. § 101 *et seq.*  
8 This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338.

9 13. Personal jurisdiction over Defendants is proper in this Court because all  
10 Defendants purposefully directed their conduct towards and purposefully availed  
11 themselves of the privileges of conducting business activities within California.  
12 JadooTV, Sohail, and East West reside in California and sell Jadoo set-top boxes to  
13 consumers in the United States, including those residing in California. JadooTV,  
14 Sohail, and Shah transmitted works that aired on channels exclusively licensed to  
15 DISH to users of the Jadoo set-top box in the United States (“Jadoo Users”),  
16 including those residing in California. Defendants’ conduct is causing injury to  
17 DISH in California.

18 14. In the alternative, personal jurisdiction is proper against Shah under  
19 Rule 4(k)(2) of the Federal Rules of Civil Procedure because this Court’s exercise of  
20 jurisdiction is consistent with the Constitution and laws of the United States, DISH’s  
21 claims arise under federal law, and Shah is not subject to the jurisdiction of the courts  
22 of general jurisdiction of any state.

23 15. Venue is appropriate in this Court under 28 U.S.C. § 1391(b)(1) because  
24 East West resides in this judicial district and all other defendants considered to  
25 determine venue are in California, § 1391(b)(2) because a substantial part of the  
26 events giving rise to DISH’s claims occurred in this district, and § 1391(b)(3) because  
27 Defendants are subject to personal jurisdiction in this district. Venue is also proper  
28

1 in this Court under 28 U.S.C. § 1400(a) because the case involves violations of the  
2 Copyright Act.

3 **DISH’S COPYRIGHTS**

4 16. DISH is the fourth largest pay-television service in the United States  
5 providing copyrighted programming to millions of subscribers nationwide with  
6 satellite delivery under the “DISH” brand and through over-the-top (“OTT”) services  
7 under the “Sling TV” brand whereby programming is delivered using a public  
8 Internet infrastructure. Through its satellite and Sling TV services, DISH is one of  
9 the largest providers of international television channels in the United States offering  
10 more than 400 channels in 27 different languages.

11 17. DISH contracts for and licenses rights for the international channels  
12 distributed on its platform from channel owners and their agents, including ARY  
13 Digital USA LLC; B4U U.S., Inc.; Bennett, Coleman and Company Limited;  
14 Century Media Network Inc.; Television Media Network (Pvt) Ltd; GEO USA LLC;  
15 Hum Network Limited; Impress Telefilm, Inc.; National Communications Services  
16 (SMC-PVT.) Limited; Soundview ATN LLC; Soundview Broadcasting LLC; and  
17 TV Today Network Ltd. (collectively, the “Networks”).

18 18. The Networks’ channels include Aaj Tak; ARY Digital; ARY News;  
19 ATN Bangla; ATN News; B4U Music; Channel-i; Dunya TV; Express  
20 Entertainment; Express News; Geo News; Geo TV; Hum Masala; Hum Sitaray; Hum  
21 TV; Hum World; India Today (a/k/a/ Headlines Today); NTV Bangla; and Times  
22 Now (collectively, the “Protected Channels”). The Networks acquire copyrights in  
23 the works that air on their respective channels, including by producing the works and  
24 by assignment.

25 19. DISH entered into signed, written licensing agreements with the  
26 Networks granting DISH the exclusive right to distribute and publicly perform the  
27 Protected Channels and works that air on the Protected Channels in the United States  
28 by means including satellite, OTT, Internet protocol television (“IPTV”), and

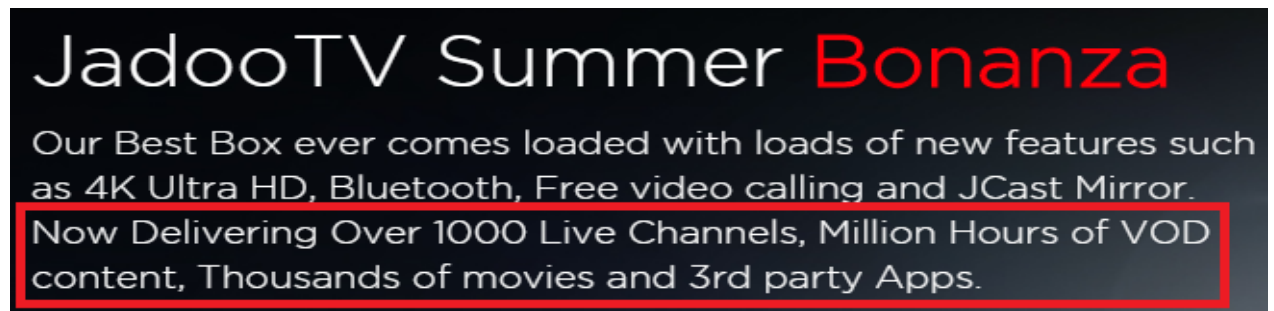
1 Internet. DISH’s exclusive rights were in effect at all relevant times and are currently  
2 in effect. Registrations are pending with the United States Copyright Office for at  
3 least 40 copyrighted works that aired on the Protected Channels and for which DISH  
4 holds exclusive distribution and public performance rights. (See Exhibit 1.) A vast  
5 number of additional, unregistered copyrighted works in which DISH holds exclusive  
6 distribution and public performance rights also aired on the Protected Channels. (See  
7 Exhibit 2.)

8 20. Defendants are not authorized by DISH to transmit, distribute, or  
9 publicly perform the Protected Channels or works that air on those channels in the  
10 United States, and DISH has received no compensation from Defendants.

11 **JADOOTV’S WRONGFUL CONDUCT**

12 21. JadooTV distributes, sells, and promotes Jadoo branded set-top boxes to  
13 consumers to be used to receive JadooTV’s television service. JadooTV does this  
14 directly and also through distributors and retailers.

15 22. JadooTV promotes its set-top boxes on its official website,  
16 *www.Jadootv.com* (“Jadootv.com”), as “Delivering Over 1000 Live Channels,  
17 Million Hours of VOD content, Thousands of movies and 3rd party Apps.”<sup>2</sup>

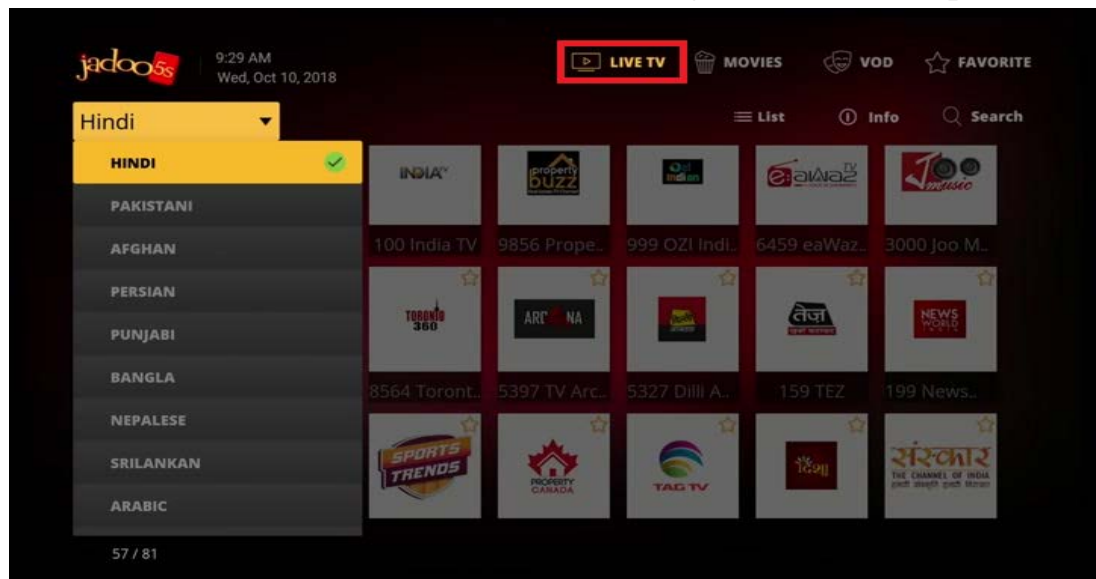


23 23. However, JadooTV’s set-top boxes provide Jadoo Users with less than  
24 1,000 live channels. JadooTV only delivers over 1,000 live channels to Jadoo Users  
25 if it counts the additional channels in the South Asian Super Pack (“SASP”), which  
26 includes the Protected Channels.

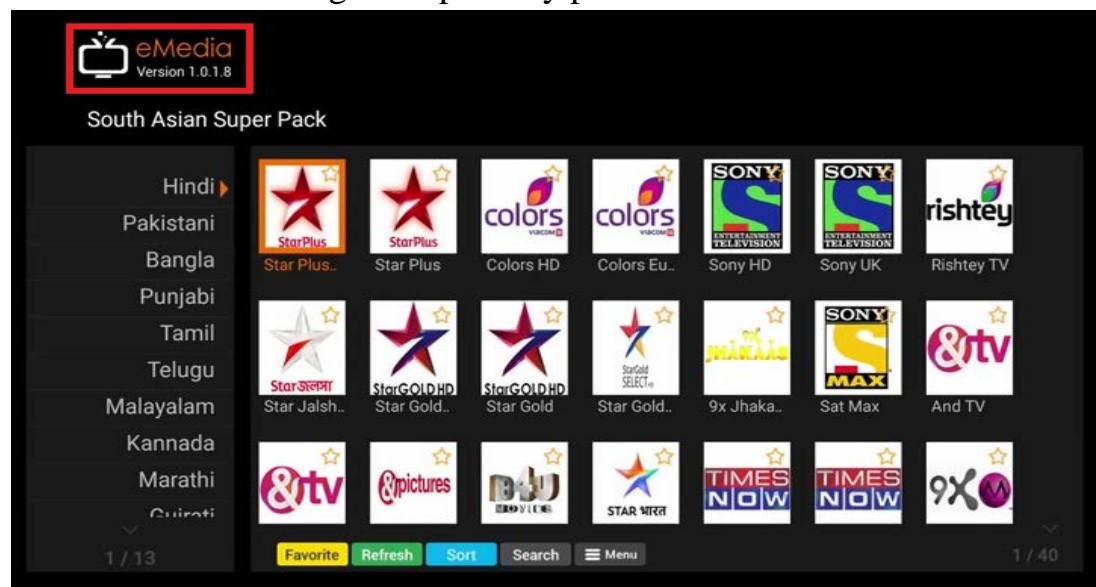
27  
28 <sup>2</sup> See <https://jadootv.com/comparison/>. In other places on its website, JadooTV advertises that its set-top boxes “come[] loaded with 1500+ Live TV Channels.” See <https://jadootv.com/jadoo5s/>.

24. Any person in the United States with Internet access can receive unauthorized access to the Protected Channels, and the works that air on the Protected Channels, by using a Jadoo4, Jadoo5, or Jadoo5s model set-top box. JadooTV sells its Jadoo5s set-top box on Jadootv.com for approximately \$199.

25. JadooTV presents television channels in its set-top boxes to Jadoo Users in two ways. The first is through a “Live TV” menu that displays the channel logos of television channels available to be viewed using the Jadoo set-top box.







26. The second is through an “eMedia” menu that displays the channel logos of the additional channels in the SASP, including the Protected Channels that JadooTV does not have rights to publicly perform in the United States.



1 27. JadooTV promotes its eMedia app as one of the key features of its set-  
 2 top boxes, as shown in the following advertisement on Jadootv.com:<sup>3</sup>

### 3 Comparison Table

4 Features	5 Jadoo5s	6 Jadoo4
7 Million Hours of VOD content	8 	9 
10 eMedia App	11 	12 

13 28. JadooTV intends for Jadoo Users to use its eMedia app to view  
 14 television channels that JadooTV does not have rights to publicly perform in the  
 15 United States. Despite JadooTV's instructions to Jadoo Users described below, there  
 16 are only three Jadoo eMedia files available.

17 29. The content delivery network ("CDN") that JadooTV uses to provide  
 18 television channels to Jadoo Users through the Live TV menu of its set-top boxes is  
 19 Highwinds Network Group Inc. ("Highwinds"). Highwinds has also been the CDN  
 20 used to provide the additional channels in the SASP, including the Protected  
 21 Channels, to Jadoo Users through the eMedia menu of its set-top boxes. JadooTV  
 22 provides an eMedia Content XML Interface guide at its website Jadootv.com that  
 23 provides detailed instructions on how users can add content to Jadoo set-top boxes  
 24 with eMedia and securely provide the content to only Jadoo Users with the  
 25 Highwinds CDN.<sup>4</sup> However, in order to work, these instructions require additional  
 26 information known only to JadooTV, being JadooTV's eMedia passphrase and

27 <sup>3</sup> See <https://jadootv.com/comparison/>.

28 <sup>4</sup> See [https://jadootv.com/wp-content/themes/twentyseventeen/assets/emedial/eMedia\\_Features\\_XMLInterface\\_V1.3.pdf](https://jadootv.com/wp-content/themes/twentyseventeen/assets/emedial/eMedia_Features_XMLInterface_V1.3.pdf).



1 passphrase field name. This additional information is not contained in the eMedia  
 2 Content XML Interface guide and is not otherwise publicly available. JadooTV is  
 3 believed to have provided the missing passphrase and passphrase field name to third  
 4 party direct infringers so that the third parties could use the Highwinds CDN to  
 5 securely provide the SASP, including the Protected Channels, to only Jadoo Users.

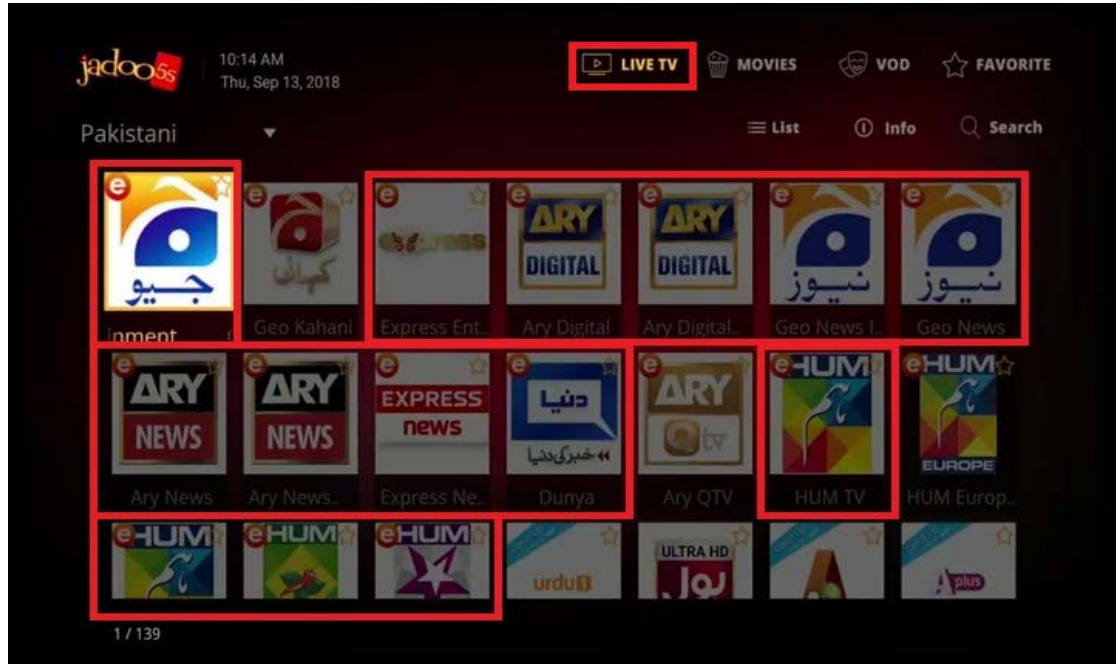
6 **A. Jadoo5s Set-top Boxes are Pre-configured to Access the**  
 7 **Protected Channels.**

8 30. JadooTV’s newest model set-top box is the Jadoo5s.

9 31. The Jadoo5s set-top box is pre-configured so that when it is powered on  
 10 it automatically locates and installs software files that integrate a set of additional  
 11 channels, which JadooTV labels the “South Asian Super Pack.” The Protected  
 12 Channels are among those additional channels in the SASP. JadooTV does not have  
 13 rights to publicly perform any of the Protected Channels in the United States.  
 14 Nevertheless, the Jadoo5s set-top box seamlessly incorporates these channels into its  
 15 eMedia menu. The following is a screenshot showing the Pakistani language  
 16 Protected Channels on the eMedia menu of a Jadoo5s set-top box:



1           32. The Jadoo5s set-top box also seamlessly incorporates the SASP  
 2 channels into its Live TV menu. The following is a screenshot showing Pakistani  
 3 language Protected Channels in the Live TV menu of a Jadoo5s set-top box:



15           **B. Jadoo4 and Jadoo5 Set-top Boxes are Pre-configured to**  
 16           **Access the Protected Channels with Minimal Effort from**  
 17           **Jadoo Users.**

18           33. JadooTV’s older set-top box models include the Jadoo4 and Jadoo5.

19           34. With regard to the Jadoo4 and Jadoo5 set-top boxes, JadooTV designed  
 20 its technology so that Jadoo Users can manually locate and install the software files  
 21 needed to integrate SASP channels into the eMedia and Live TV menus of the Jadoo4  
 22 and Jadoo5 set-top boxes.

23           35. Originally, JadooTV instructed Jadoo Users that its “eMedia App has a  
 24 built in capability to search GitHub for any file that uses this prefix” identifying  
 25 “Jadoo-eMedia\_XML\_\*.” Jadoo Users simply clicked the “Search” button on the  
 26 eMedia menu of the Jadoo4 and Jadoo5 set-top boxes and it identified all GitHub  
 27 files labeled with the prefix “Jadoo-eMedia\_XML\_\*,” which included the software  
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1 files needed to integrate SASP channels, including the Protected Channels, into the  
2 eMedia and Live TV menus of the set-top box, among only a few other software files.

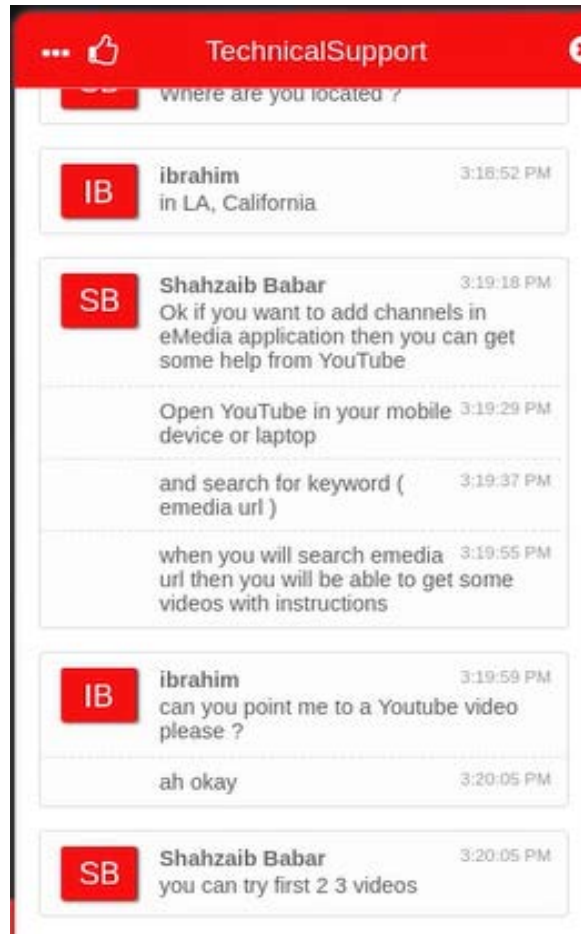
3 36. DISH and the Networks sent written notices of infringement to JadooTV  
4 demanding that JadooTV remove and block SASP from Jadoo set-top boxes.  
5 JadooTV refused to comply with these demands, claiming that it had not distributed  
6 Jadoo set-top boxes containing SASP and that it had taken no part in encouraging or  
7 directing users of Jadoo set-top boxes to access SASP or the Protected Channels.

8 37. DISH subsequently sent multiple written notices of infringement to  
9 GitHub demanding that SASP files be removed from its file-sharing service. GitHub  
10 removed SASP files from its service. Following the removal of SASP files from  
11 GitHub, the eMedia search function no longer provided Jadoo Users with SASP files.  
12 After this removal, in order to access the Protected Channels, Jadoo Users needed to  
13 know how to manually enter a website address to locate and install the SASP files to  
14 Jadoo4 and Jadoo5 set-top boxes.

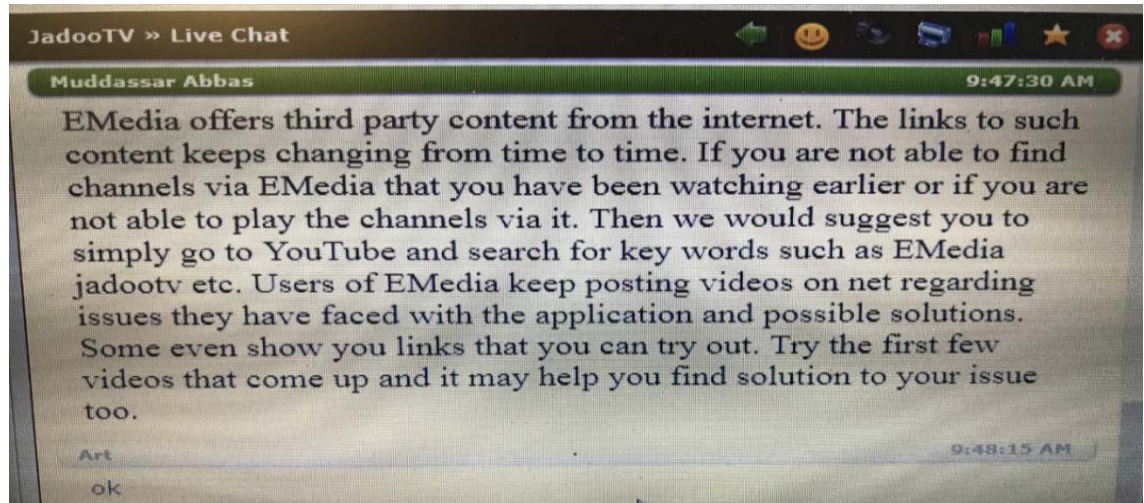
15 38. Today, Jadoo Users of the Jadoo4 and Jadoo5 set-top boxes may click  
16 the “URL” button on the eMedia menu and enter the *http://doip.su* website address  
17 to locate and install the software files needed to integrate SASP channels, including  
18 the Protected Channels, into the eMedia and Live TV menus of the set-top box.

19 39. JadooTV support agents instruct Jadoo Users with Jadoo4 and Jadoo5  
20 set-top boxes on how to add channels using the eMedia menu. Specifically, JadooTV  
21 instructs Jadoo Users to go to YouTube and search for instructional videos by typing  
22 “EMedia jadootv” or “emedia url.” Jadoo Users are instructed to look at the first few  
23 videos in the search as shown by the following chat:  
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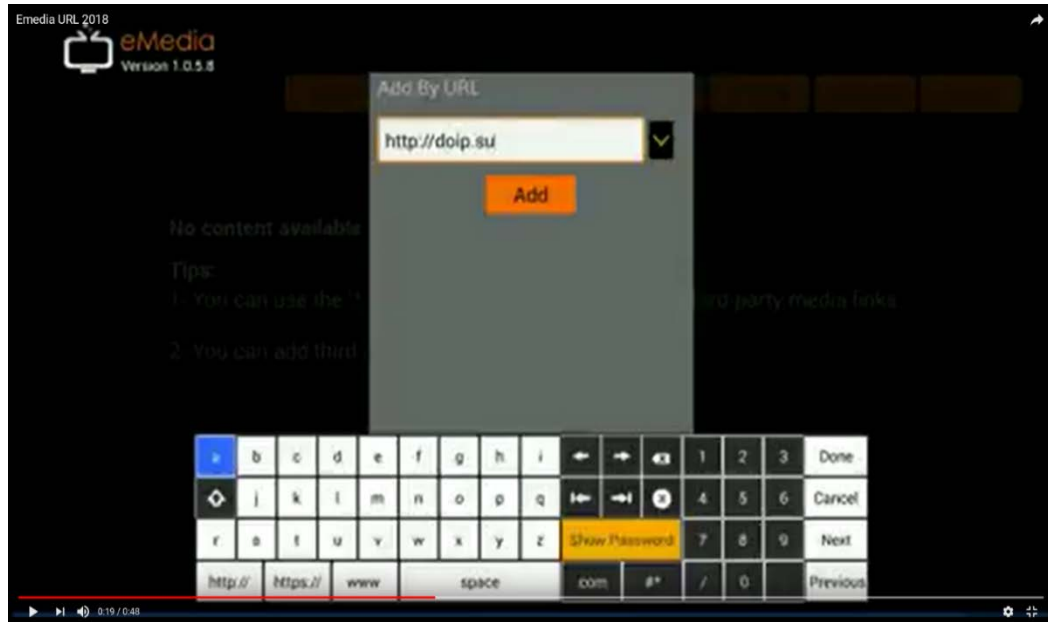


40. Another example of JadooTV technical support agents providing these instructions is the following chat:



41. The results of the YouTube searches as directed by JadooTV technical support agents identify a video titled “Emedia URL 2018” that shows users how to locate and install the software files needed to integrate SASP channels, including the

1 Protected Channels, into the eMedia and Live TV menus of the Jadoo4 and Jadoo5  
 2 set-top boxes. The following is a screenshot from this video, which has more than  
 3 30,300 views:



14 42. After Jadoo Users follow these instructions, they can view the Protected  
 15 Channels in the Live TV and eMedia menus of the Jadoo4 and Jadoo5 set-top boxes.

16 43. DISH and the Networks sent JadooTV another notice of infringement  
 17 as recently as June 28, 2018, demanding that JadooTV remove and block SASP from  
 18 Jadoo set-top boxes. JadooTV refused to comply with this demand, alleging that it  
 19 “is not and has not distributed” boxes containing the South Asian Super Pack file,  
 20 and “has not taken any part in encouraging or directing users of Jadoo4 and Jadoo5  
 21 boxes to access” SASP or the Protected Channels.

22 **C. JadooTV Advertises that it Provides Access to the Television**  
 23 **Programs that Appear on the Protected Channels.**

24 44. JadooTV promotes its set-top boxes on its website Jadootv.com by  
 25 advertising that: “We make available the largest selection of Pakistani content in our  
 26 Live TV and VOD sections or through numerous 3rd [party] Apps in our App Store.”  
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1 Below is one example for Pakistani content highlighting and annotating several series  
2 airing on the Protected Channels:<sup>5</sup>

### 3 Discover Pakistani Content on JadooTV!

4 We make available the largest selection of Pakistani content in our Live TV and VOD  
5 sections or through numerous 3rd Apps in our App store.



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17 45. JadooTV promotes its set-top boxes on its website Jadootv.com by  
18 advertising that: “We make available the largest selection of Indian content in our  
19 Live TV and VOD sections or through numerous 3rd [party] Apps in our App Store.”  
20 Below is one example for Indian content highlighting and annotating several series  
21 airing on the Protected Channels:<sup>6</sup>

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28 <sup>5</sup> See <https://jadootv.com/pakistani-content/>.

<sup>6</sup> See <https://jadootv.com/indian-content/>.

# Discover Indian Content On JadooTV!

We make available the largest selection of Indian content in our Live TV and VOD sections or through numerous 3rd Apps in our App store.

ws/Current Affairs

In Da Club  
India Today



Param Vir Chakra  
India Today

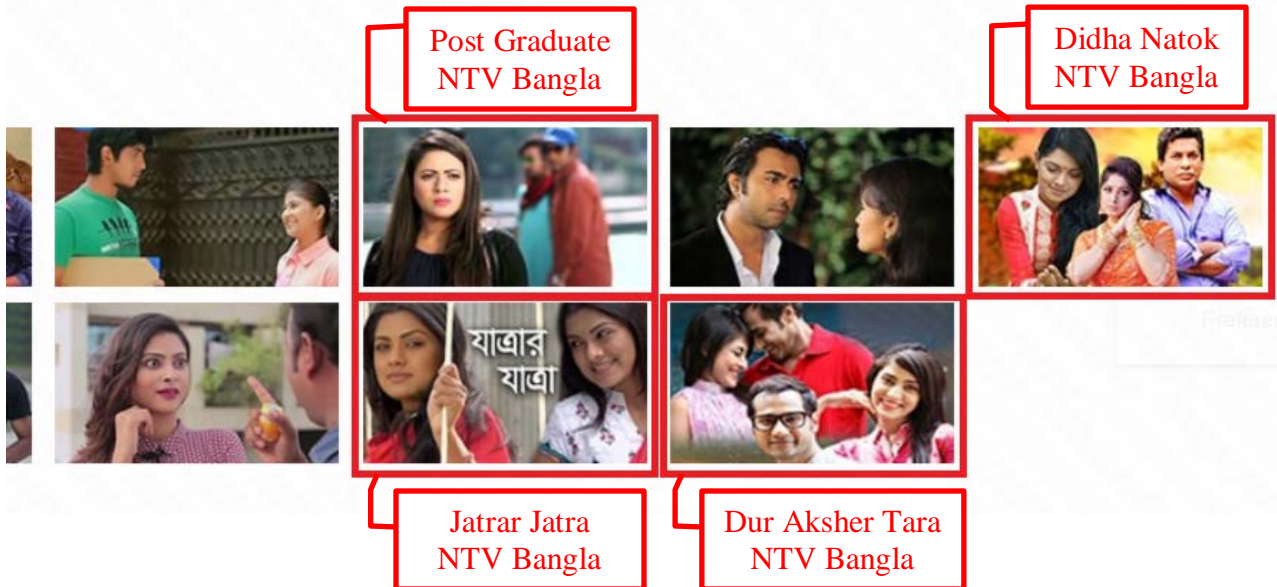
Seedhi Baat  
Aaj Tak

46. JadooTV promotes its set-top boxes on its website Jadootv.com by advertising that: “We make available the largest selection of Bangla content in our Live TV and VOD sections or through numerous 3rd [party] Apps in our App Store.” Below is one example for Bangla content highlighting and annotating several series airing on the Protected Channels:<sup>7</sup>

<sup>7</sup> See <https://jadootv.com/bangla-content/>.

# Discover Bangla Content on JadooTV!

We make available the largest selection of Bangla content in our Live TV and VOD sections or through numerous 3rd Apps in our App store.



47. JadooTV advertises that it provides access to at least 59 series airing on the Protected Channels by displaying images or trailers for these works on Jadootv.com. Although not required for non-United States works, copyright registrations are pending with the United States Copyright Office for episodes from at least four of these series including Dilli Walay Dularay Babu, Dunya Kamran Khan Kay Sath, Jeeto Pakistan, and On the Front with Kamran Shahid.

#### **D. JadooTV Provides Infringing Video on Demand Content.**

48. JadooTV also provides a video-on demand (“VOD”) menu on Jadoo set-top boxes that includes individual movies and television shows that aired on Protected Channels including ARY Digital, Geo TV, Hum TV, Hum World, Hum Masala, and Hum Sitaray.

49. Upon information and belief, Jadoo VOD content is and was hosted and transmitted to Jadoo Users from computer servers, at least some of which were controlled by Shah, who is an agent of JadooTV.



1           50. In response to a subpoena from DISH, the service provider of the  
2 computer servers hosting infringing Jadoo VOD content identified its customer’s  
3 name and email address, which upon investigation were linked to Shah.  
4 Additionally, the owner of JadooTV, Sohail, is associated with Shah. The below  
5 photo of Shah (left) with Sohail (center) was posted by Sohail to his Facebook  
6 account on September 12, 2016 while they were in Amsterdam attending the  
7 International Broadcasting Convention. A comment on the photo says “what a team.”



20           51. Several other photos of Shah and Sohail together are posted on their  
21 Facebook accounts. Shah also promotes Jadoo set-top boxes through social media  
22 accounts including Facebook and Flickr.

23           52. JadooTV and Shah controlled two major components of the  
24 infringement of DISH’s rights. Shah within the scope of his authority from JadooTV,  
25 controlled computer servers storing the copyrighted works and JadooTV ratified that  
26 conduct by configuring its set-top boxes to access that content, curating the content  
27 into discrete categories for Jadoo Users, and causing cover-art for each work to be  
28 displayed on the set-top box. Sohail and Shah attended the International

1 Broadcasting Convention together and are pictured in photographs along with the  
2 comment “what a team.” Shah’s ID badge for that conference associated him with  
3 the company IDC Resources Pvt Ltd. (“IDC”) of Pakistan. IDC has connections to  
4 JadooTV, a director of IDC is identified as an individual named “Faisal Aftab,”  
5 whose LinkedIn profile describes him as a former Executive Vice President of  
6 JadooTV in charge of “Content Acquisition” and “Network Operations.” The  
7 entanglement between JadooTV, Shah, and the configuration of the servers and set-  
8 top boxes is no coincidence and demonstrates that Shah acted with JadooTV’s actual  
9 authority, and that JadooTV ratified, if not directed, Shah’s acts.

#### 10 **E. JadooTV Has a Long History of Copyright Infringement**

11 53. JadooTV is well aware that DISH holds the exclusive rights to distribute  
12 and publicly perform the Protected Channels in the United States. Since November  
13 2013, DISH and the Networks have sent at least 50 written notices of infringement  
14 to JadooTV about the retransmission of the Protected Channels and the works that  
15 aired on the Protected Channels in the United States. A number of these 50 notices  
16 since September 8, 2016, specifically demanded that JadooTV cease providing  
17 infringing VOD content to Jadoo Users, including works airing on the ARY Digital,  
18 Geo TV, Hum TV, Hum World, Hum Masala, and Hum Sitaray channels, but  
19 JadooTV refused to comply with these demands.

20 54. In 2014, four people associated with JadooTV were arrested in India for  
21 unlawfully streaming channels to users of Jadoo set-top boxes.<sup>8</sup> “According to police  
22 commissioner M Mahender Reddy, the modus operandi of the gang was that they  
23 would subscribe to various DTH satellite TV connections and by using electronic  
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28 <sup>8</sup> See <https://www.dnaindia.com/india/report-illegal-tv-transmission-racket-exposed-4-arrested-while-mastermind-flees-1998612>.

1 equipment purchased from China, they convert the satellite TV signal into encrypted  
2 streaming content for broadcasting on US-based company Jadoo TV web portal.”<sup>9</sup>

3 55. In 2016, JadooTV was sued in the United States for copyright and  
4 trademark infringement of one channel at issue in this lawsuit.<sup>10</sup>

5 56. Despite receiving written notices of infringement from DISH and the  
6 Networks, being sued by a television programmer, and the arrests made in 2014,  
7 JadooTV has continued to engage in willful copyright infringement.

8 **EAST WEST’S WRONGFUL CONDUCT**

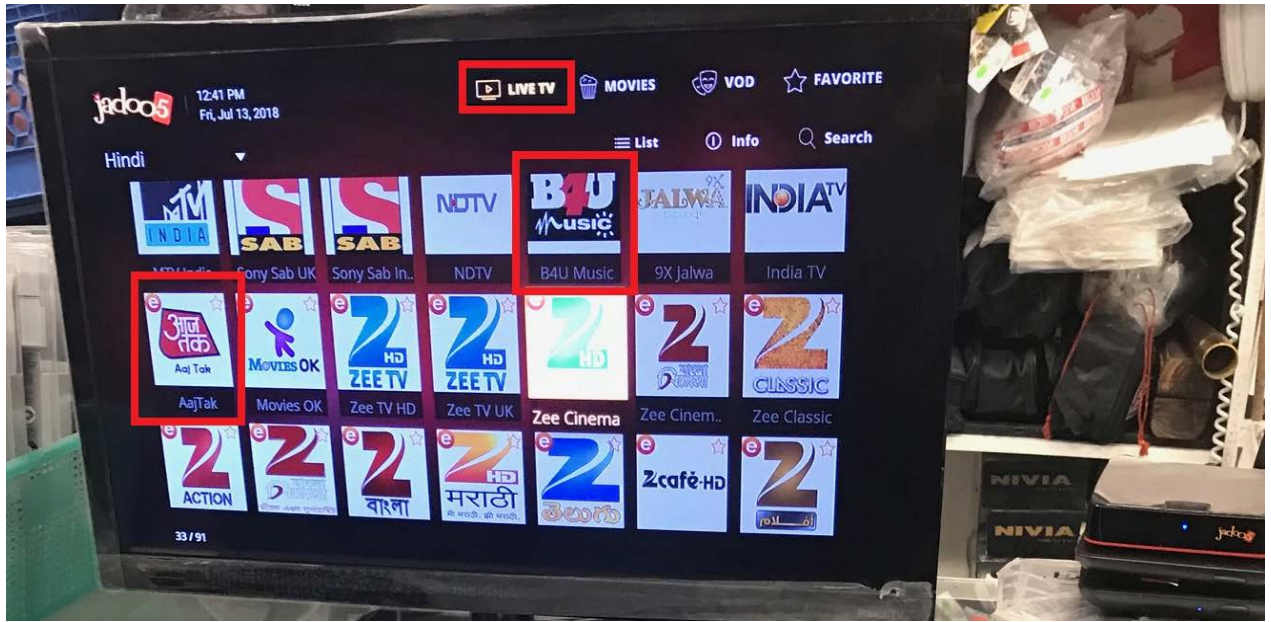
9 57. East West is a JadooTV “authorized” retailer that sells and promotes  
10 Jadoo set-top boxes to consumers in the United States.

11 58. DISH and Networks sent East West two written demands that they cease  
12 distributing, providing, and promoting set-top boxes providing access to the  
13 Protected Channels in the United States. The two demands informed East West that  
14 DISH holds the exclusive rights to distribute and publicly perform the Protected  
15 Channels in the United States.

16 59. Following East West’s receipt of these demands, an investigator visited  
17 East West and asked if he could receive certain Protected Channels with a Jadoo set-  
18 top box. In its store, East West had a Jadoo5 set-top box connected to a television  
19 and Bhatt demonstrated to the investigator how the set-top box displayed the  
20 Protected Channels, which Bhatt accessed through the Live TV menu of the set-top  
21 box. The following is a photo of the demonstration provided by East West:  
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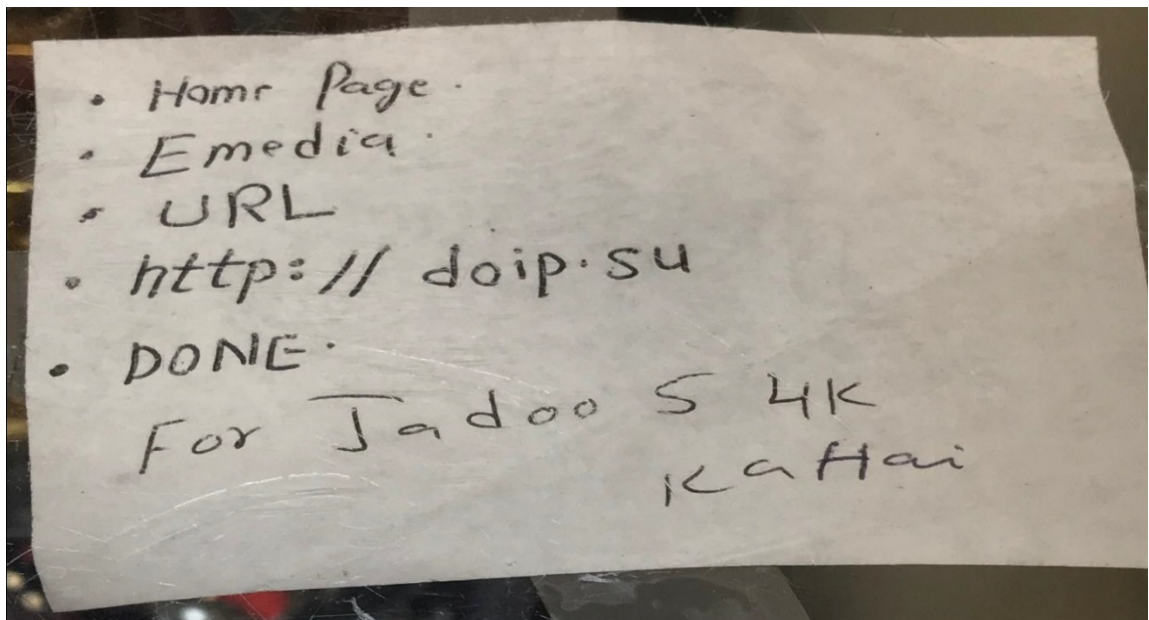
25 \_\_\_\_\_  
26 <sup>9</sup> See <https://timesofindia.indiatimes.com/city/hyderabad/Satellite-TV-racket-busted-in-Hyderabad/articleshow/37482679.cms> (reporting that Sohail absconded).  
27

28 <sup>10</sup> See *Dunya Holdings Limited v. JadooTV Inc. and Sajid Sohail*, No. 1:16-cv-05713-BMC, Dkt. 1 (E.D.N.Y. Oct. 13, 2016).



60. East West sold the investigator a Jadoo5s set-top box for \$200 plus tax.

61. East West also provided specific instructions on how to locate and install the software files needed to integrate SASP channels, including the Protected Channels, into the eMedia and Live TV menus of the Jadoo4 and Jadoo5 set-top boxes. The following is a photo of the instructions provided by East West:



62. East West knows that DISH holds the exclusive rights to distribute and publicly perform the Protected Channels in the United States. East West knows that selling Jadoo set-top boxes and providing the above instructions to Jadoo Users

1 infringes DISH's exclusive rights. East West disregarded DISH's written demands  
2 identified in paragraph 58 and they are continuing to distribute, sell, and promote  
3 Jadoo set-top boxes and instructions that provide access to the Protected Channels in  
4 the United States.

5 **CLAIMS FOR RELIEF**

6 **COUNT I**

7 **Direct Copyright Infringement Under 17 U.S.C. § 501**

8 **Against JadooTV, Sohail, and Shah**

9 63. DISH repeats and realleges the allegations in paragraphs 1-62.

10 64. DISH is a copyright owner under 17 U.S.C. § 106 because DISH holds  
11 the exclusive rights to distribute and publicly perform in the United States, by means  
12 including satellite, OTT, IPTV, and Internet, the programs that make up the Protected  
13 Channels.

14 65. The programs that make up the Protected Channels are original  
15 audiovisual works fixed in a tangible medium of expression, and are therefore  
16 copyrightable subject matter. DISH's copyrights in programs that aired on the  
17 Protected Channels arise under laws of nations other than the United States that are  
18 parties to copyright treaties with the United States, including Pakistan and India,  
19 where the programs were authored and first published. Under 17 U.S.C. §§ 101, 411,  
20 the programs that make up the Protected Channels are non-United States works and,  
21 therefore, registration with the United States Copyright Office is not a prerequisite to  
22 filing a copyright infringement action with respect to these works.

23 66. JadooTV and Shah directly infringe DISH's copyrights in violation of  
24 17 U.S.C. § 501 by distributing and publicly performing programs that make up the  
25 Protected Channels to Jadoo Users. The copyrighted programs were transmitted  
26 from computer servers controlled by Shah to Jadoo Users who accessed the programs  
27 using the VOD menu of the Jadoo set-top box. Shah was the agent of JadooTV,  
28 acting within the scope of such agency when engaging in the misconduct alleged.

1 67. DISH has not authorized JadooTV or Shah to distribute or publicly  
2 perform the programs that make up the Protected Channels in any manner.

3 68. The infringement of DISH's rights in each program constitutes a  
4 separate and distinct act of copyright infringement.

5 69. Sohail is jointly and severally liable for each act of JadooTV's direct  
6 infringement because he personally directed and participated in, and benefitted from,  
7 JadooTV's infringing conduct as alleged herein. Sohail supervised the development  
8 of the Jadoo service and set-top boxes and associated website, and has been directly,  
9 actively and personally involved in JadooTV's infringing activities.

10 70. JadooTV's, Sohail's, and Shah's actions are willful, malicious,  
11 intentional, purposeful, and in disregard of and with indifference to the rights of  
12 DISH.

13 71. Unless enjoined by the Court, JadooTV, Sohail, and Shah will continue  
14 to engage in acts causing substantial and irreparable injury to DISH that includes  
15 damage to its reputation, loss of goodwill, and lost sales, for which there is no  
16 adequate remedy at law.

17 **COUNT II**

18 **Inducing and Materially Contributing to Copyright Infringement Under 17**

19 **U.S.C. § 501**

20 **Against JadooTV, Sohail, and East West**

21 72. DISH repeats and realleges the allegations in paragraphs 1-62 and 64-  
22 65.

23 73. DISH's exclusive rights to distribute and publicly perform the Protected  
24 Channels and programs that make up the Protected Channels are directly infringed  
25 by the unauthorized retransmission of these programs to Jadoo Users who access the  
26 programs using the eMedia, Live TV, and VOD menus of the Jadoo set-top box.

27 74. JadooTV and East West materially contribute to this infringement of  
28 DISH's exclusive distribution and public performance rights by, among other things,

1 providing Jadoo Users access to the Protected Channels and the programs that make  
2 up the Protected Channels, despite having the ability to prevent such  
3 access. JadooTV and East West also induce the infringement of DISH's exclusive  
4 distribution and public performance rights by, among other things, creating the  
5 audience for that infringement in the United States.

6 75. JadooTV and East West sell Jadoo set-top boxes in the United  
7 States. The Jadoo set-top boxes connect Jadoo Users to unauthorized streams of the  
8 Protected Channels and the programs that make up the Protected Channels. The  
9 Jadoo5s set-top box sold by JadooTV and East West is "pre-configured" so that Jadoo  
10 Users can immediately access the Protected Channels using the eMedia and Live TV  
11 menus of the Jadoo5s set-top box, as well as the programs that make up the Protected  
12 Channels using the VOD menu of the Jadoo5s set-top box, by simply powering on  
13 the device and without the need for manually locating and installing any additional  
14 software.

15 76. JadooTV and East West also instruct Jadoo Users having Jadoo4 and  
16 Jadoo5 set-top boxes on how to manually locate and install software files needed to  
17 integrate SASP channels, including the Protected Channels, into the eMedia and Live  
18 TV menus of the set-top box, thereby enabling the Jadoo Users to access the  
19 Protected Channels. The Jadoo4 and Jadoo5 set-top boxes, like the Jadoo5s set-top  
20 box, come pre-configured for accessing the programs that make up the Protected  
21 Channels using the VOD menu of the set-top box.

22 77. JadooTV advertises Jadoo set-top boxes as a means of accessing the  
23 Protected Channels and the programs that make up the Protected Channels. East  
24 West similarly promotes Jadoo set-top boxes through in-store demonstrations that  
25 educate Jadoo User's on how to receive the Protected Channels.

26 78. JadooTV selects the programs that are made accessible to Jadoo Users  
27 through the VOD menu of the Jadoo set-top box, including programs that make up  
28 the Protected Channels. JadooTV also maintains and controls the links or bookmarks

1 that are used to connect Jadoo Users to the programs that make up the Protected  
2 Channels using the VOD menu of the Jadoo set-top box.

3 79. JadooTV provides material assistance to those directly infringing  
4 DISH's exclusive rights by providing technical information or assistance necessary  
5 for SASP channels to be viewed on a Jadoo set-top box. The additional channels in  
6 SASP, including the Protected Channels, are presented to Jadoo Users through the  
7 eMedia and Live TV menus of Jadoo set-top boxes, and are or were transmitted using  
8 Highwinds CDN services that require information provided by JadooTV in order to  
9 be received by Jadoo set-top boxes.

10 80. JadooTV and East West intend that the Jadoo set-top box be used to  
11 access the Protected Channels and the programs that make up the Protected Channels,  
12 and they promote, encourage, and facilitate using the Jadoo set-top box in this  
13 manner.

14 81. JadooTV and East West have actual knowledge that the transmission of  
15 the Protected Channels and the programs that make up the Protected Channels to  
16 Jadoo Users infringes DISH's exclusive distribution and public performance rights.

17 82. JadooTV and East West can take simple measures to prevent further  
18 infringement of DISH's exclusive rights to distribute and publicly perform the  
19 programs that make up the Protected Channels, such as ensuring the Jadoo5s set-top  
20 box is not pre-configured to access the Protected Channels prior to sale by either not  
21 loading or by removing the software files used to integrate the SASP channels,  
22 including the Protected Channels, into the eMedia and LiveTV menus of the set-top  
23 box. JadooTV and East West can also block Jadoo set-top boxes from accessing  
24 servers and URLs that are identified to be streaming the Protected Channels or the  
25 content that airs on the Protected Channels. JadooTV and East West can also easily  
26 refrain from providing instructions for Jadoo Users to manually locate and install  
27 software files needed to integrate SASP channels, including the Protected Channels,  
28 into the eMedia and LiveTV menus of the Jadoo4 and Jadoo5 set-top



1 boxes. JadooTV can readily prevent Jadoo Users from accessing the programs that  
2 make up the Protected Channels using the VOD menu of the Jadoo set-top box by  
3 disabling the links or bookmarks to those programs.

4 83. Sohail is jointly and severally liable for each act of infringement for  
5 which JadooTV is liable because he personally directed and participated in, and  
6 benefitted from, JadooTV's infringing conduct as alleged herein. Sohail supervised  
7 the development of the Jadoo service and set-top boxes and associated website, and  
8 has been directly, actively and personally involved in JadooTV's infringing  
9 activities.

10 84. JadooTV's, Sohail's, and East West's actions are willful, malicious,  
11 intentional, and purposeful, and in disregard of and with indifference to the rights of  
12 DISH.

13 85. Unless enjoined by the Court, JadooTV, Sohail, and East West will  
14 continue to engage in acts causing substantial and irreparable injury to DISH that  
15 includes damage to its reputation, loss of goodwill, and lost sales, for which there is  
16 no adequate remedy at law.

17 **COUNT III**

18 **Vicarious Copyright Infringement Under 17 U.S.C. § 501**

19 **Against JadooTV and Sohail (Alternative to Count I)**

20 86. DISH repeats and realleges the allegations in paragraphs 1-62 and 64-  
21 65.

22 87. Shah was infringing DISH's copyrights in programs that aired on the  
23 Protected Channels by acting as the source that was distributing and publicly  
24 performing them to Jadoo Users. The copyrighted programs were transmitted from  
25 computer servers controlled by Shah to Jadoo Users that accessed the programs using  
26 the VOD menu of the Jadoo set-top box.

27 88. JadooTV had the legal right and the actual ability to supervise and  
28 control the infringing activity of its agent Shah. JadooTV refused to take any action

1 to stop the infringement of DISH's exclusive rights in the programs that make up the  
2 Protected Channels.

3 89. JadooTV receives a direct financial benefit from the distribution and  
4 public performance of copyrighted programs aired on the Protected Channels  
5 transmitted to Jadoo Users. The availability of the infringing programming attracts  
6 and draws consumers to JadooTV and its distributors and retailers, resulting in an  
7 increase in the sale of set-top boxes by JadooTV. JadooTV also makes significant  
8 revenue from selling advertising on its service.

9 90. JadooTV's is infringing DISH's copyrights in violation of 17 U.S.C. §  
10 501. The infringement of DISH's rights in each audiovisual work constitutes a  
11 separate and distinct act of copyright infringement.

12 91. Sohail is jointly and severally liable for each act of infringement for  
13 which JadooTV is liable because he personally directed and participated in, and  
14 benefitted from, JadooTV's infringing conduct as alleged herein. Sohail supervised  
15 the development of the Jadoo service and set-top boxes and associated website, and  
16 has been directly, actively and personally involved in JadooTV's infringing  
17 activities.

18 92. JadooTV's and Sohail's infringement of DISH's copyrighted works is  
19 willful, malicious, intentional, purposeful, and in disregard of and with indifference  
20 to the rights of DISH.

21 93. Unless enjoined by the Court, JadooTV and Sohail will continue to  
22 engage in acts causing substantial and irreparable injury to DISH that includes  
23 damage to its reputation, loss of goodwill, and lost sales, for which there is no  
24 adequate remedy at law.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, DISH prays for judgment against Defendants:

27 A. For a grant of permanent injunctive relief under 17 U.S.C. § 502  
28 restraining and enjoining Defendants, and any of their officers, agents, servants,

1 employees, attorneys, or other persons acting in active concert or participation with  
2 the foregoing that receives actual notice of the order (including, without limitation,  
3 distributors and retailers of any Jadoo set-top box), from:

4 1. transmitting, streaming, distributing, or publicly performing in  
5 the United States, with any Jadoo set-top box, or any other device, application,  
6 service, or process, any of the Protected Channels or any of the programming that  
7 comprises any of the Protected Channels;

8 2. distributing, selling, providing, or promoting any product or  
9 service in the United States, including any Jadoo set-top box, that comprises the  
10 whole or part of a network or service for the distribution or public performance of  
11 any of the Protected Channels or any of the programming that comprises any of the  
12 Protected Channels;

13 3. advertising, displaying, or marketing any Jadoo set-top box or  
14 service in the United States in connection with any of the Protected Channels or any  
15 of the programming that comprises any of the Protected Channels; and

16 4. inducing or contributing to others' conduct that falls within 1, 2,  
17 or 3 above.

18 B. For the 40 or more registered works, statutory damages as awarded by  
19 the Court up to \$150,000 per registered work infringed under 17 U.S.C. § 504(c), or  
20 the Defendants' profits attributable to the infringement of those registered works  
21 under 17 U.S.C. § 504(b).

22 C. For unregistered works, an award of Defendants' profits attributable to  
23 the infringement of each unregistered work under 17 U.S.C. § 504(b).

24 D. For DISH's attorneys' fees and costs under 17 U.S.C. § 505.

25 E. For impoundment and disposition of all infringing articles under 17  
26 U.S.C. § 503.

27 F. For pre- and post-judgment interest on all monetary relief, from the  
28 earliest date permitted by law at the maximum rate permitted by law.

1 G. For such additional relief as the Court deems just and equitable.

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3 Dated: November 20, 2018

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Respectfully submitted,

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By: s/ Timothy M. Frank

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Timothy M. Frank (California Bar No. 263245)

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timothy.frank@hnbllc.com

8

Joseph H. Boyle (*pro hac vice* to be filed)

9

joe.boyle@hnbllc.com

10

Stephen M. Ferguson (*pro hac vice* to be filed)

11

stephen.ferguson@hnbllc.com

12

**HAGAN NOLL & BOYLE LLC**

13

820 Gessner, Suite 940

14

Houston, Texas 77024

15

Telephone: (713) 343-0478

16

Facsimile: (713) 758-0146

17

18

David A. Van Riper (California Bar No. 128059)

19

dave@vanriperlaw.com

20

**VAN RIPER LAW**

21

1254 Irvine Blvd., Suite 200

22

Tustin, California 92780-3571

23

Telephone: (714) 731-1800

24

Facsimile: (714) 731-1811

25

26

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Attorneys for Plaintiffs DISH Network L.L.C.

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