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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:

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

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

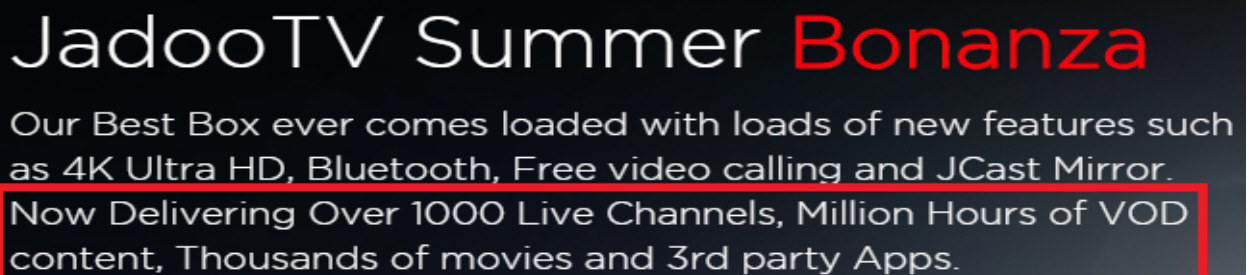
1 Internet. DISH's exclusive rights were in effect at all relevant times and are currently
 2 in effect. Registrations are pending with the United States Copyright Office for at
 3 least 40 copyrighted works that aired on the Protected Channels and for which DISH
 4 holds exclusive distribution and public 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."²

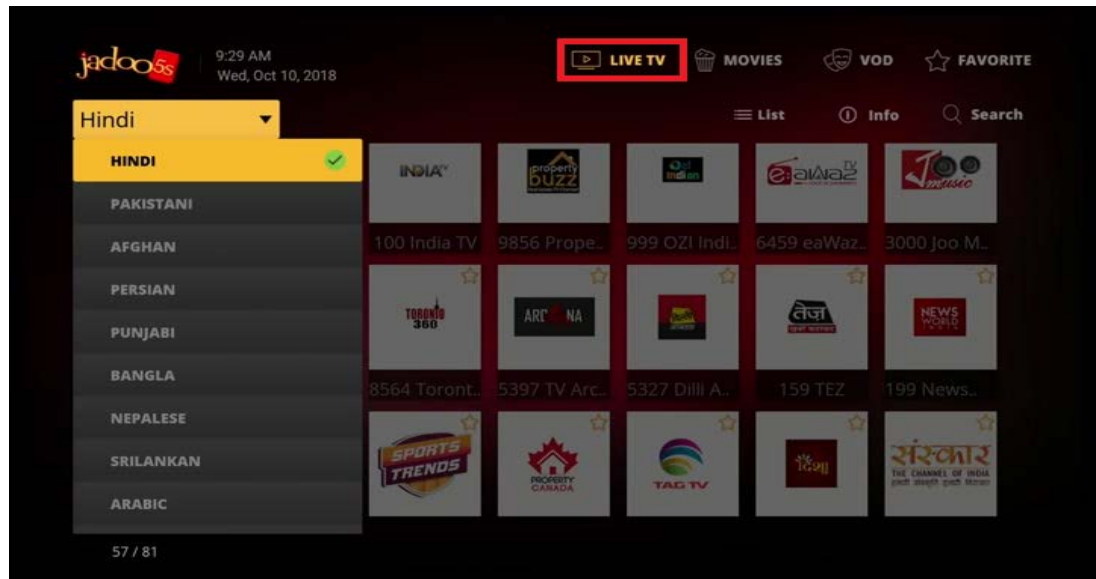


23 23. However, JadooTV's set-top boxes provide Jadoo Users with less than
 24 1,000 live channels. JadooTV only delivers over 1,000 live channels to Jadoo Users
 25 if it counts the additional channels in the South Asian Super Pack ("SASP"), which
 26 includes the Protected Channels.

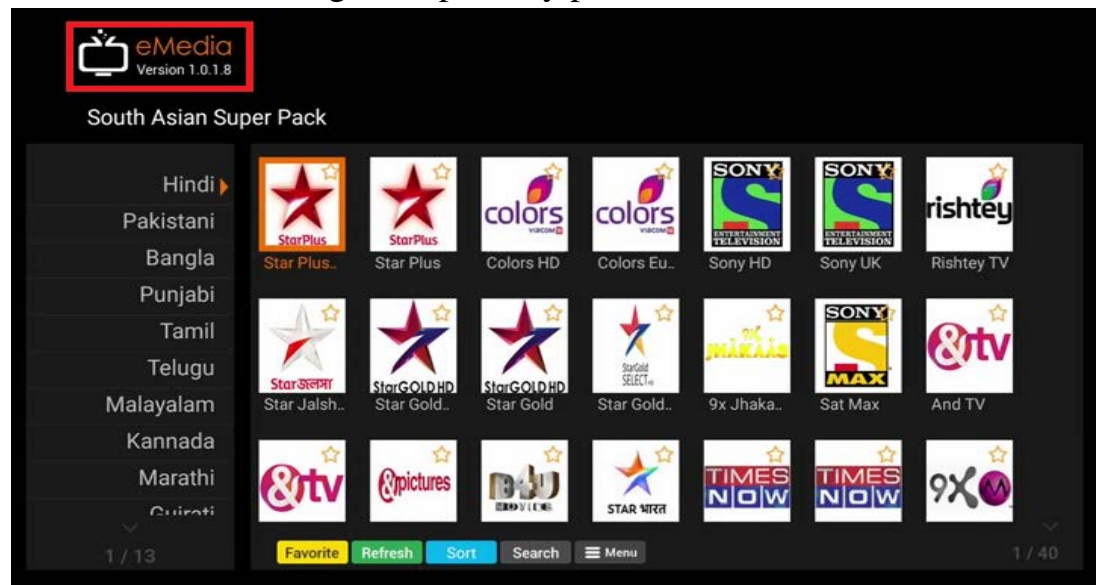
27
 28 ² See <https://jadootv.com/comparison/>. In other places on its website, JadooTV advertises that its set-top boxes "come[] loaded with 1500+ Live TV Channels." See <https://jadootv.com/jadoo5s/>.

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:³

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.⁴ However, in order to work, these instructions require additional
 26 information known only to JadooTV, being JadooTV's eMedia passphrase and

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

28 ⁴ See 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.

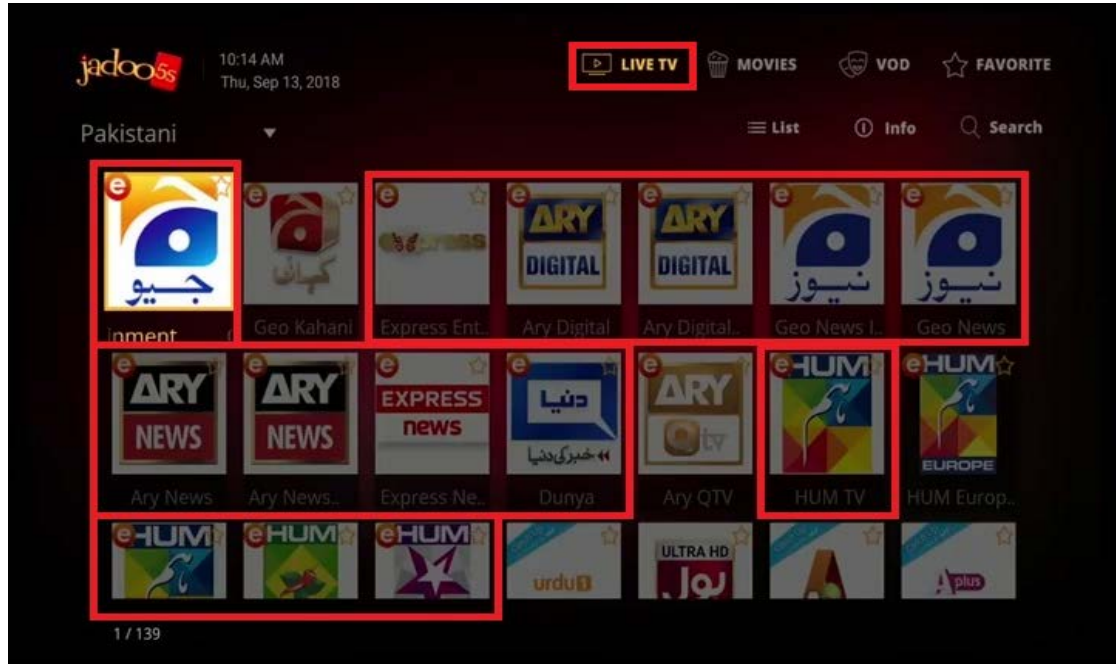
6 **A. Jadoo5s Set-top Boxes are Pre-configured to Access the**
 7 **Protected Channels.**

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.

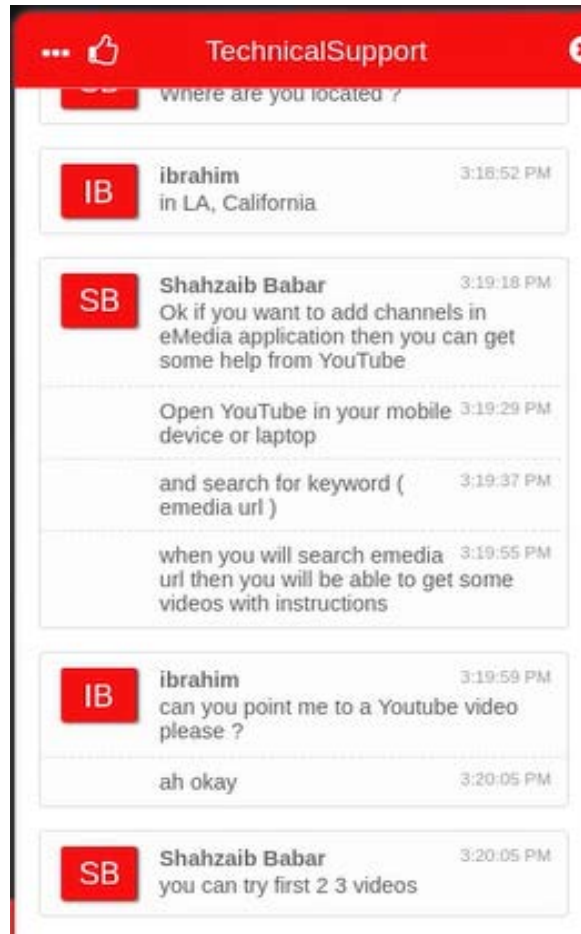
3 36. DISH and the Networks sent written notices of infringement to JadooTV
4 demanding that JadooTV remove and block SASP from Jadoo set-top boxes.
5 JadooTV refused to comply with these demands, claiming that it had not distributed
6 Jadoo set-top boxes containing SASP and that it had taken no part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

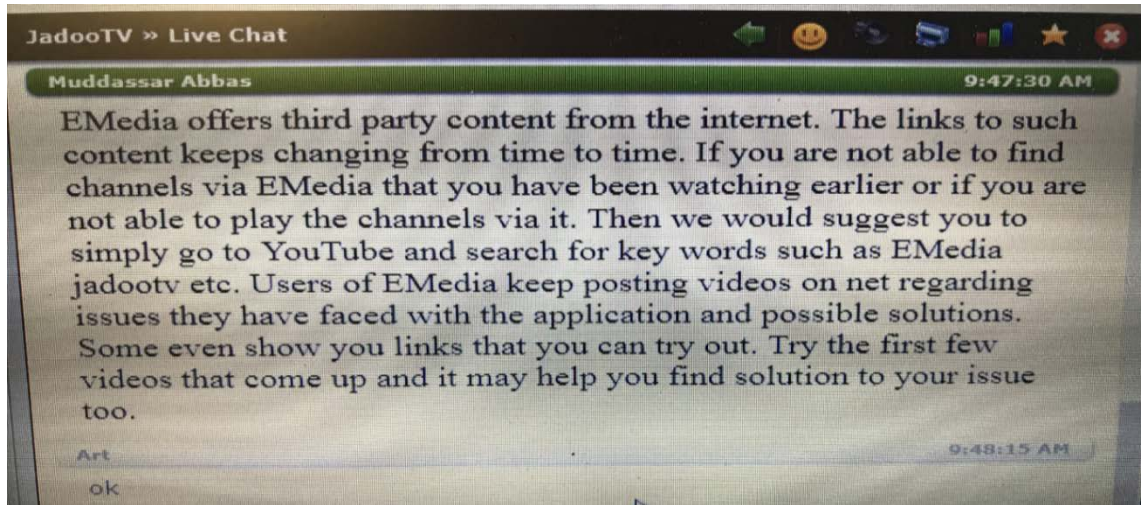
15 38. Today, Jadoo Users of the Jadoo4 and Jadoo5 set-top boxes may click
16 the “URL” button on the eMedia menu and enter the *http://doip.su* website address
17 to locate and install the software files needed to integrate SASP channels, including
18 the Protected Channels, into the eMedia and Live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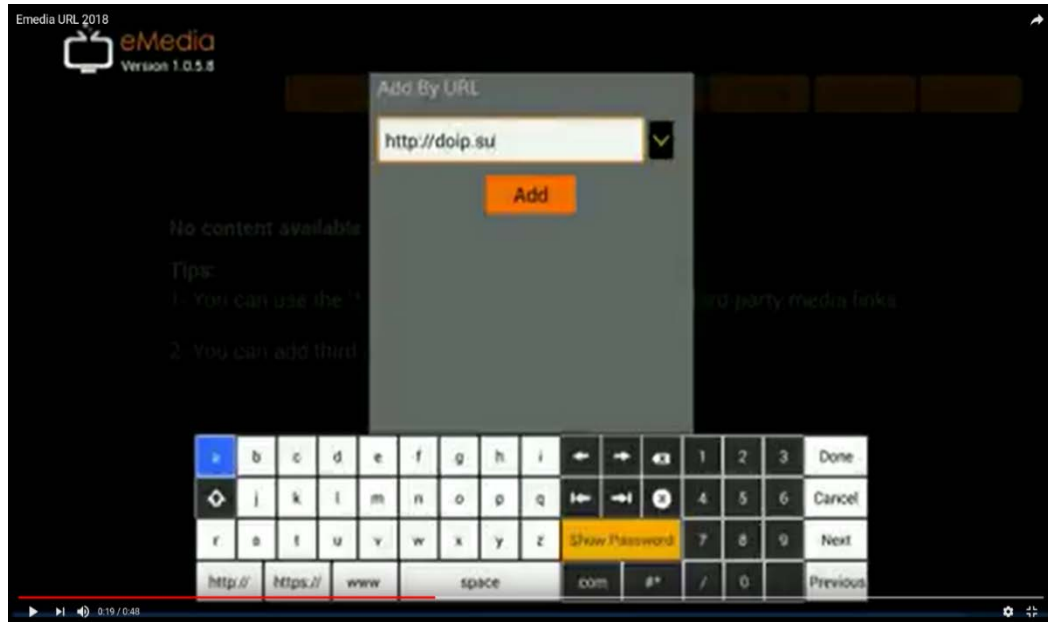


40. Another example of JadooTV technical support agents providing these instructions is the following chat:



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:⁵

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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16

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:⁶

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

⁶ 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:⁷

⁷ 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.⁸ “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 ⁸ 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.”⁹

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.¹⁰

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**

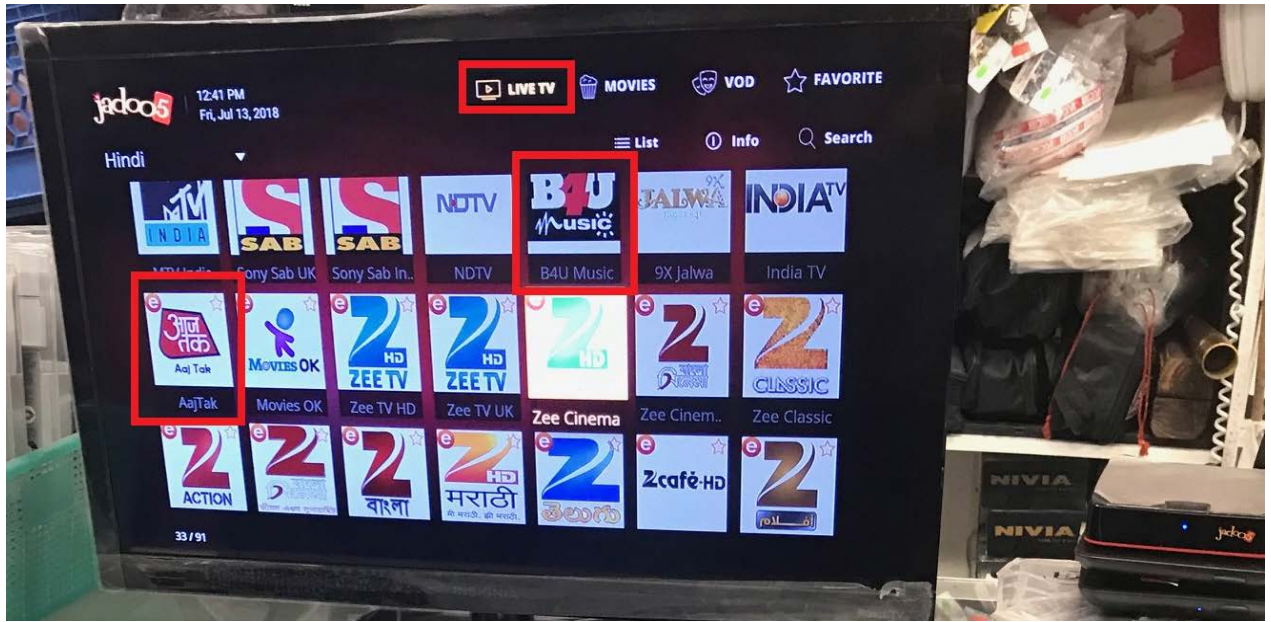
9 57. East West is a JadooTV “authorized” retailer that sells and promotes
10 Jadoo set-top boxes to consumers in the United States.

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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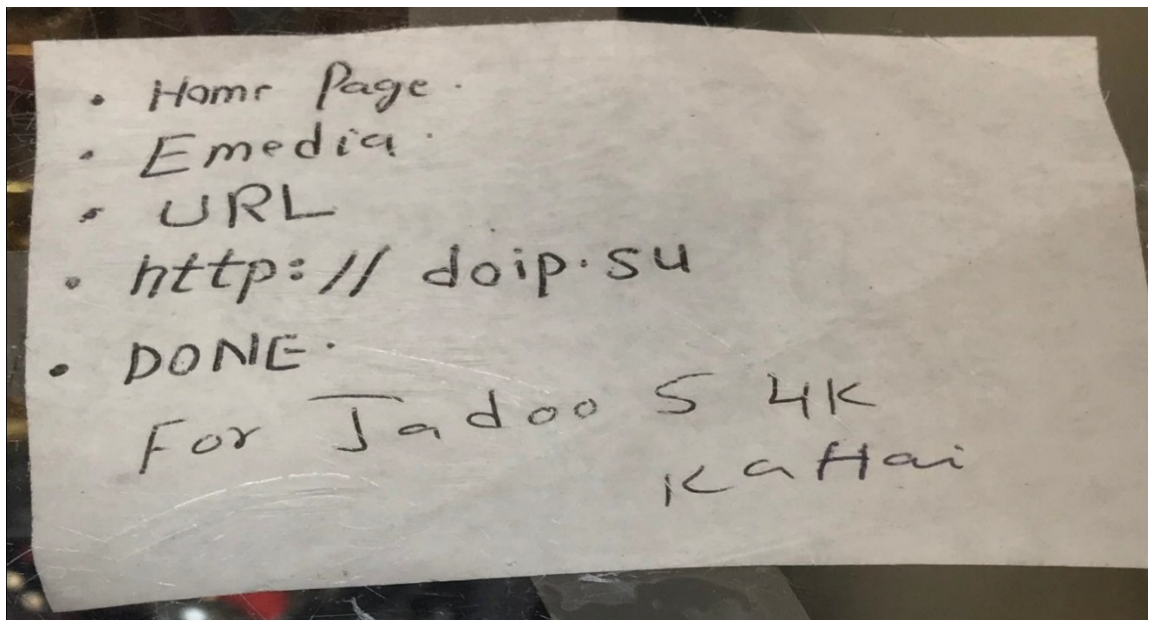
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26 ⁹ See <https://timesofindia.indiatimes.com/city/hyderabad/Satellite-TV-racket-busted-in-Hyderabad/articleshow/37482679.cms> (reporting that Sohail absconded).

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28 ¹⁰ 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 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.

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

Dated: November 20, 2018

Respectfully submitted,

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