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18 ECHOSTAR SATELLITE CORP., et al.

19 **UNITED STATES DISTRICT COURT**

20 **CENTRAL DISTRICT OF CALIFORNIA**

21 **SOUTHERN DIVISION**

22 ECHOSTAR SATELLITE CORP., et  
23 al.,

No. SA CV 03-950 DOC(JTL)

24 Plaintiffs/  
25 Counterclaim  
26 Defendants,

**PLAINTIFFS' [PROPOSED]  
INJUNCTION ORDER**

27 v.

28 NDS GROUP PLC, et al.,

Defendants/  
Counterclaim  
Plaintiffs.

1 WHEREFORE, EchoStar Satellite LLC, EchoStar Communications  
2 Corporation, EchoStar Technologies Corporation and NagraStar LLC (collectively  
3 “EchoStar”) filed suit against NDS Group PLC and NDS Americas, Inc.  
4 (collectively “NDS”) on June 6, 2003;

5 WHEREFORE, EchoStar proceeded to trial against NDS on April 9, 2008  
6 on the following causes of action: (1) Digital Millennium Copyright Act  
7 (“DMCA”) 17 U.S.C. § 1201(a)(1)(A); (2) DMCA 17 U.S.C. §1201(a)(2); (3)  
8 Federal Communications Act, 47 U.S.C. § 605(a); (4) California Penal Code  
9 § 593d(a); (5) California Penal Code § 593e(b); (6) RICO, 18 U.S.C. § 1962(c);  
10 and (7) California Business and Professions Code § 17200.

11 WHEREFORE, the Court submitted Claims Nos. 1-6 to the jury for  
12 determination on May 13, 2008 and Claim No. 7 was submitted to the Court for  
13 determination;

14 WHEREFORE, the jury found that NDS violated the Communications Act,  
15 47 U.S.C. § 605(a); California Penal Code § 593d(a); and California Penal Code §  
16 593e(b);

17 WHEREFORE, the Court has considered EchoStar’s Proposed Findings of  
18 Fact and Conclusions of Law on Claim No. 7;

19 NOW THEREFORE, the Court hereby incorporates by reference its  
20 separately entered Findings of Fact and Conclusions of Law with respect to  
21 Plaintiffs’ § 17200 claim. Based upon the these findings and conclusions of law,  
22 the Court hereby

23 ORDERS that Plaintiff EchoStar is entitled to an award of restitution from  
24 Defendants in the amount of \$94,638,625.00;

25 ORDERS that Plaintiffs are entitled to a permanent injunction pursuant to  
26 Cal. Bus. and Prof. Code §§ 17200 and 17203, and hereby enters the following  
27 permanent injunction against NDS and any individual or entity acting in concert  
28 with, or in active participation with, or on behalf of NDS, permanently enjoining

1 all such individuals and entities from engaging in the following conduct:

- 2 1. Knowingly and willfully making or maintaining or assisting in the  
3 making or maintaining of an unauthorized connection or connections,  
4 whether physically, electrically, electronically, or inductively, to  
5 EchoStar's encrypted satellite signal, or any other component of  
6 EchoStar's encrypted satellite signal, or to a cable, wire, or other media,  
7 or receiver that is attached to EchoStar's satellite signal, EchoStar's  
8 satellite system, EchoStar's conditional access system ("CAS"), or any  
9 part or component thereof (collectively "EchoStar's Satellite Signal or  
10 Security System");
- 11 2. Knowingly and willfully purchasing, possessing, attaching, causing to be  
12 attached, or maintaining or assisting in the purchasing, possessing,  
13 attaching, causing to be attached, or maintaining of the attachment of any  
14 unauthorized device or devices to any cable, wire, or other component of  
15 EchoStar's Satellite Signal or Security system, or to a cable, wire, or  
16 other media, or receiver that is attached to EchoStar's Satellite Signal or  
17 Security System;
- 18 3. Knowingly and willfully making or maintaining or assisting in the  
19 making or maintaining of any modification or alteration to any device  
20 installed without the authorization of EchoStar for purposes of using said  
21 device to intercept or decrypt EchoStar's Satellite Signal or circumvent  
22 EchoStar's Security System;
- 23 4. Knowingly and willfully making or maintaining any modifications or  
24 alterations or assisting in the making or maintaining of any modifications  
25 or alterations to any access device that authorizes services intended to  
26 obtain EchoStar's Satellite Signal or any EchoStar service;
- 27 5. Knowingly and willfully obtaining or assisting in the obtaining of any  
28 unauthorized access device and/or using or assisting in using any

1 modified, altered, or unauthorized access device intended to obtain  
2 EchoStar's Satellite Signal or any EchoStar service;

3 6. Knowingly and willfully manufacturing, importing, assembling,  
4 distributing, selling, offering to sell, possessing, advertising for sale, or  
5 otherwise providing or assisting in manufacturing, importing,  
6 assembling, distributing, selling, offering to sell, possessing, advertising  
7 for sale or otherwise providing any device, plan or kit for a device or for  
8 a printed circuit, designed in whole or in part to decode, descramble,  
9 intercept, or otherwise make intelligible any encoded, scrambled, or  
10 otherwise nonstandard signal broadcasted by EchoStar's Satellite Signal  
11 or carried by EchoStar's services;

12 7. Intercepting, without authorization, or assisting others in intercepting  
13 without authorization, any interstate or foreign communication  
14 broadcasted by EchoStar's Satellite Signal or carried by EchoStar's  
15 services;

16 8. Disclosing to any employee, contractor, or consultant of Defendants who  
17 has ever been engaged in satellite piracy, without Plaintiffs' prior written  
18 consent, the findings, results, descriptions, or illustrations of any reverse  
19 engineering, by Defendants or anyone acting on Defendants' behalf or in  
20 active concert or participation with Defendants, of EchoStar or  
21 NagraStar's CAS or any portion thereof;

22 9. Distributing or publishing or assisting in the distributing or publishing to  
23 any third party, without Plaintiffs' prior written consent, any  
24 methodology to obtain EchoStar's Satellite Signal or any EchoStar  
25 service without authorization;

26 ORDERS that Plaintiffs shall be entitled to an award of damages in the  
27 amount of \$94,638,625.00, as well as an award of attorneys' fees and costs, in the  
28 event of any violation of this injunction by Defendants or any individual or entity

1 acting in concert with, active participation with, or on behalf of Defendants. Such  
2 an award shall be cumulative of, and notwithstanding, any award of damages for  
3 violations of any statute cited herein, or any other claim for damages arising from  
4 or related to the conduct described herein.

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6 DATED: \_\_\_\_\_

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10 The Honorable David O. Carter  
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