

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ARY DIGITAL NETWORK USA, INC.;
AURORA BROADCASTING SERVICES (PVT.),
LTD.; CENTURY MEDIA NETWORK USA INC.
JAAG BROADCASTING SYSTEMS PVT. LTD.
RECORDER TELEVISION NETWORK
(PRIVATE) LTD.; and PEARL TECHNOLOGIES
INTERNATIONAL, LTD.;

Plaintiffs,

v.

BTV IPTV; ABDELLAH HAMEAD; DUMAX
TV, INC.; BILAL FARAHSHAH; SHAVA IPTV
NETWORK LLC; NADEEM BUTT; BOOM TV;
786 WIRELESS WORLD; ABC 74, INC.;
ACTEL WIRELESS; ALLSTAR WHOLESALERS,
INC.; ALLEN CHEN; CELL BELL; EZEE
COMMUNICATION INC.; FAMILY PHONE;
KHAN APPLIANCES PLUS, INC., AKBAR
KHAN; KHAN ELECTRONICS; MUDASSIR
KHAN; RELIANCE APPLIANCES &
HOUSEWARES INC.; SAHARA
COMMUNICATION CORP. and UJA,

Defendants.

CV 14-3783
No. 14 Civ. 3783
COMPLAINT

WEINGSTEIN, J.

AZRACK, M.J.

FILED
CLERK
2014 JUN 17 PM 2:41
U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

Plaintiffs, ARY Digital Network USA Inc. ("ARY"), Aurora Broadcasting Services (Pvt.) Ltd. ("Aurora"), Century Media Network USA, Inc. ("Century"), JAAG Broadcasting Systems Pvt. Ltd. ("JAAG"), and Recorder Television Network (Private) Ltd. ("Recorder"), (ARY, Aurora, Century, JAAG and Recorder collectively, "Content Owner Plaintiffs") by and through their attorneys, Florence Rostami Law, LLC, bring their Complaint pursuant to the Copyright Act of 1976, 17 U.S.C. § 101 et seq. (the "Copyright Act"), the Berne Convention for the Protection of Literary and Artistic Works (the "Convention") against defendants BTV IPTV ("BTV"), Abdellah Hamead ("Hamead"), DuMax TV, Inc. ("DuMax TV"), Bilal Farahshah

("Farahshah"), Shava IPTV Network LLC ("Shava TV"), Nadeem Butt ("Butt") and Boom TV ("Boom") (each a "Pirate Defendant", collectively, "Pirate Defendants") and defendants 786 Wireless World ("WW"), ABC 74 Inc. ("ABC"), Actel Wireless ("Actel"), Allstar Wholesales, Inc. ("Allstar"), Allen Chen ("Chen"), Cell Bell, Ezee Communications, Inc. ("Ezee"), Khan Appliances Plus, Inc. ("Khan Appliances"), Akbar Khan, Khan Electronics, Mudassir Khan, Family Phone, Reliance Appliances & Housewares Inc. ("Reliance"), Sahara Communications Corp. ("Sahara") and UJA (each a "Retail Defendant", collectively, "Retail Defendants"), and Plaintiff, Pearl Technologies International, Ltd. ("Pearl Technologies"; collectively with Content Owner Plaintiffs ("Plaintiffs")), by and through its attorneys, Florence Rostami Law, LLC, brings its claims pursuant to the Lanham Act at 15 U.S.C. § 1125(a) (the "Lanham Act") and New York State law against defendants BTV, Hamead, DuMax TV, Farahshah, Shava TV, Butt and Boom. Pirate Defendants have singularly and collectively competed against Pearl Technologies in violation of the Lanham Act and New York State laws and Pirate Defendants and Retail Defendants (together, "Defendants") have, singularly and collectively, infringed on the copyright and intellectual property rights of Content Owner Plaintiffs. In support thereof Content Owner Plaintiffs and Pearl Technologies allege the following:

NATURE OF THIS ACTION—DEFENDANTS' VIOLATION OF COPYRIGHTS AND LICENSES OF CONTENT OWNER PLAINTIFFS AND OF PEARL TECHNOLOGIES

1. Content Owner Plaintiffs are each engaged in the broadcast industry. Content Owner Plaintiffs, directly or indirectly through parent and/or affiliate entities, own and operate a number of television stations (the "Stations") in Pakistan. Content Owner Plaintiffs produce, acquire, broadcast and/or distribute an array of television programs, including without limitation movies, pre-recorded and live news shows, pre-recorded and live sports events, variety shows,

children's shows and educational programs (the "Plaintiffs' Content"). With respect to the content that Content Owner Plaintiffs produce, acquire, broadcast and/distribute, Content Owner Plaintiffs possess lawful and proper copyrights or exclusive reproduction and distribution rights under the laws of Pakistan, other nations in South Asia and/or Central Asia, Australia, Europe and/or the United States. The Plaintiffs' Content is not available from any source for use or for transmission to viewers in the United States without a fee – the Plaintiffs' Content is not over-the-air content. As a material condition of Content Owner Plaintiffs' respective exclusive reproduction and distribution rights, Content Owner Plaintiffs have licensed the rights to publicly perform and retransmit the television programs to major cable television and Internet Protocol Television ("IPTV") companies, including to Pearl Technologies in the United States. Pearl Technologies and the other licensees pay substantial sums to Content Owner Plaintiffs for the right to broadcast, stream and/or otherwise provide the Plaintiffs' Content to their subscribers.

2. IPTV delivers television programming to consumers by transmitting signals to a subscriber's television (or other devices) via a set-top box connected to the internet. IPTV signals are received from the servers of the television/cable stations or other sources of content streaming in an encrypted format, across an access agnostic packet switched network that employs the IP protocol to transport the audio, video and control signals to set-top boxes accessible through an internet connection. Each legitimate IPTV provider programs its set-top boxes with unique software, which once activated by that IPTV's authorized user, can decode the specific signals coming through that IPTV's server.

3. To stream content, IPTV operators must capture the signals forming the content that they either legally receive or intercept from content owners and save a copy of the content on a content delivery network ("CDN") comprised of multiple servers located in areas that can

collectively deliver the content to viewers in the target geographical location (in this case, the United States).

4. Pearl Technologies licenses content (the “Pearl Content”) from Content Owner Plaintiffs and other content owners or authorized exclusive licensees (the “Other Content Owners”) and sublicenses the content to its sister company to legally distribute and stream through its set-top box (“TV Box”). Pearl Technologies expends substantial resources to obtain content and pays royalties to Content Owner Plaintiffs and to the Other Content Owners.

5. Pirate Defendants produce and/or sell to consumers in the United States IPTV set-top boxes (the “Boxes”). These Boxes produced and/or sold by Pirate Defendants are loaded with software programming that enables the user to *illegally* – i.e. to “pirate” – the Plaintiffs’ Content and the Pearl Content (collectively, the “Content”). Pirate Defendants intercept and decode the transmission of and save a copy of the Content on their CDN for the sole purpose of streaming the Content to consumers who possess Boxes sold to them and who are not legitimate licensees in the United States. Pirate Defendants neither have a license nor have ever sought a license or consent from Content Owner Plaintiffs or from the Other Content Owners to stream, distribute, publicly perform or retransmit the Content in the United States.

6. Each Retail Defendant sells the Boxes produced and/or distributed by one or more Pirate Defendants at their retail stores, as agents or distributors for the Pirate Defendants. Retail Defendants identify themselves as “dealers” for one or more Pirate Defendants. Retail Defendants neither have a license nor have ever sought a license or consent from Content Owner Plaintiffs to retransmit the Plaintiffs’ Content or from the Other Content Owners to retransmit Pearl Content in the United States. Upon information and belief, Retail Defendants advertise

and/or market the sale of Boxes to customers with the representation that customers will be able to access and view the Content.

7. The Boxes marketed and sold by Pirate Defendants and Retail Defendants are configured and designed for the express purpose of unlawfully appropriating and accessing the Content. The Boxes marketed and sold by Pirate Defendants and/or Retail Defendants, as their agents, do not record a unique copy of the Content which the viewer can either view immediately or play back later. Further, the Boxes do not generate unique copies of the Content for each viewer. To the contrary, their function is to enable possessors of the Boxes to view a general broadcast, streaming or retransmission of the Content to which Defendants have no legal right to access, publicly perform or retransmit.

8. Pirate Defendants and Retail Defendants market and sell the Boxes for a price of approximately \$260 to \$300. On information and belief, Pirate Defendants sell approximately 5,000 to 6,000 Boxes per month and receive approximately \$1,500,000 of gross revenues in any given month through the sale of their Boxes for use in unlawfully appropriating the Plaintiffs' Content and the Pearl Content.

9. Each Pirate Defendant actively advertises and promotes itself as an IPTV provider. Each Pirate Defendant operates a website where it describes its services in detail including listing the Stations that are available with its Boxes and offers technical support and information about Retail Defendants where consumers can purchase its Boxes. All of the Pirate Defendants solicit retailers on their websites to become "dealers" for their business. Some Pirate Defendants sell their Boxes through internet sales outlets such as eBay. Retail Defendants advertise and promote the Boxes in their retail establishments with posters that list the Stations that are accessible utilizing a Box that is available for purchase.

10. The Plaintiffs' Content contains literary and artistic works that are protected by copyright under the laws of Pakistan. In accordance with the Convention, literary and artistic works that are protected under the laws of a signatory nation are accorded protection by all other signatory nations. Content Owner Plaintiffs' rights with regard to literary and artistic works are recognized and enforced in Pakistan, which is a signatory to the Convention. The United States is also a signatory to the Convention and, in accordance with its obligations under the Convention, is obligated to recognize and enforce Content Owner Plaintiffs' intellectual property rights for literary and artistic works in the event a breach of those rights occurs in the United States.

11. Pirate Defendants and Retail Defendants have directly infringed Content Owner Plaintiffs' exclusive rights to publicly perform and distribute the television programs containing the Plaintiffs' Content. They are also liable for contributory and vicarious infringement for actively encouraging, inducing and facilitating their customers' infringement of Content Owner Plaintiffs' intellectual and artistic works, whether such rights are based on copyrights held by Content Owner Plaintiffs or based on exclusive license agreements with the copyright holders.

12. The Content is very valuable. The South Asian population of the United States is growing and is affluent. South Asian programs are popular with Arab and Russian viewers as well as with South Asian viewers. Pearl Technologies and Content Owner Plaintiffs are losing substantial revenue due to the usurpation of the Plaintiffs' Content and Pearl Content by the Pirate Defendants and by the Retail Defendants.

13. Pearl Technologies licenses the Pearl Content for distribution and streaming through the TV Boxes which are sold in the same markets and to the same consumers that Pirate

Defendants target. Pirate Defendants pirate the Pearl Content. Pirate Defendants unfairly compete with Pearl Technologies by selling Boxes.

14. Pearl Technologies and Content Owner Plaintiffs ask this Court to find that by their conduct Defendants have violated Pearl Technologies' and Content Owner Plaintiffs' copyright and intellectual property rights; to enjoin Defendants from selling Boxes or engaging in any other conduct that would infringe on Pearl Technologies' and Content Owner Plaintiffs' copyright and intellectual property rights; and to award damages to Pearl Technologies and to Content Owner Plaintiffs, in an amount to be determined at trial, to be paid by Defendants as a consequence of their illegal conduct.

JURISDICTION AND VENUE

15. This Court has original subject matter jurisdiction over this action and the claims asserted herein, pursuant to 28 U.S.C. §§ 1331 and 1338 in that this is a suit for copyright infringement under 17 U.S.C. §101 *et seq.* and for unfair competition under 15 U.S.C. § 1125(a).

16. This Court has pendent jurisdiction over Pearl Technologies state law claims pursuant to 28 U.S.C. § 1367.

17. This Court has personal jurisdiction over defendants BTV, Hamead, DuMax TV, Farahshah, Shava TV, Butt and Boom pursuant to N.Y. C.P.L.R. § 301 and/or 302 because each of them is domiciled in New York and in this District and/or conducts systematic business in New York and in this District, or is otherwise found and has purposefully availed himself or itself of the privilege of doing business in New York and in this District.

18. This Court has personal jurisdiction over defendants WW, ABC, Actel, Allstar, Chen, Cell Bell, Ezee, Family Phone, Khan Appliances, Akbar Kahn, Khan Electronics, Mudassir Khan, Reliance, Sahara and UJA pursuant to N.Y. C.P.L.R. § 301 and/or 302 because

each of them is domiciled in New York and in this District and/or conducts systematic business in New York and in this District.

19. Venue is proper in this District pursuant to 28 U.S.C. § 1400(a) because each of the Defendants either resides or regularly conducts business in or has an established place of business in this District and may be found in this District. Venue is also proper in this District because each of the Defendants is subject to the personal jurisdiction of this Court because they reside, conduct or transact business and have otherwise purposefully availed themselves of the privilege of doing business in New York and in this District as per 28 U.S.C. § 1391(b).

PARTIES

20. Plaintiff ARY is a company organized under the laws of the State of New York with offices located at 76 North Broadway, Suite 3012, Hicksville, New York 11201.

21. Plaintiff Aurora is a corporation organized under the laws of Pakistan, with an address of 11 Dockyard Road, West Wharf Industrial Area, Pakistan.

22. Plaintiff Century is a corporation organized under the laws of New York with offices located at 1872 C Bellmore Avenue, Bellmore, New York.

23. Plaintiff JAAG is a corporation organized under the laws of Pakistan, with offices located at Technocity, Corporate Towers, 16th Floor, Off I.I. Chundrigar Road, Karachi, Pakistan.

24. Plaintiff Recorder is a company organized and existing under the laws of Pakistan, with offices located at Recorder House, 531 Business Recorder Road, Karachi 74550, Pakistan.

25. Plaintiff Pearl Technologies is a corporation incorporated under the laws of Ras al-Khaimah, one of the sheikhdoms comprising the United Arab Emirates. Pearl Technologies maintains an office at Dubai Internet City, Building No. 2, 1st Floor, Dubai, UAE.

26. Defendant BTV is a company with an address at 601 Queen Heights, 3-3-10 Mita, Minato-Ku, Tokyo, Japan 108-0073. BTV actively solicits users in the State of New York.

27. Defendant Hamead is a principal, officer, director and/or agent of BTV with an address at 601 Queen Heights, 3-3-10 Mita, Minato-Ku, Tokyo, Japan 108-0073. Hamead actively solicits users in the State of New York.

28. Defendant DuMax TV is a Texas domestic corporation with an address at 1940 Fountain View Drive, Houston, Texas, 77057. DuMax TV actively solicits users in the State of New York.

29. Defendant Farahshah is a principal, officer, director and/or agent of DuMax TV with an address at 1940 Fountain View Drive, Houston, Texas, 77057. Farahshah actively solicits users in the State of New York.

30. Defendant Shava TV is a limited liability entity registered in Virginia with an address at 1616 Fort Fisher Ct., Dumfries, Virginia 22026. Shava TV actively solicits users in the State of New York.

31. Defendant Butt is a principal, officer, director and/or agent of Shava TV an address at 1616 Fort Fisher Ct., Dumfries, Virginia 22026. Mr. Butt actively solicits users in the State of New York.

32. Defendant Boom is a company with a business address at PO Box 4883, Duala, Cameroon. Boom actively solicits users in the State of New York.

33. Defendant WW is a retail company with a business address at 1061 Coney Island Avenue, Brooklyn, New York 11230.

34. Defendant ABC is a New York corporation with a business address at 37-65 74th Street, Jackson Heights, New York 11372.

35. Defendant Actel is a New York corporation with an address at 168-05 Hillside Avenue, Jamaica, New York, 11432.

36. Defendant Allstar is a business with an address at 3425 Pomona Boulevard, Suite C, Pomona, California.

37. Defendant Chen is a principal, officer, director and/or agent at Allstar with an address of 3425 Pomona Boulevard, Pomona, California.

38. Defendant Cell Bell is a retail company with a business address at 73-17 37th Road, Jackson Heights, New York 11372.

39. Defendant Ezee is a New York corporation with an address at 1067 Coney Island Avenue, Brooklyn, New York, 11230.

40. Defendant Family Phone is a business with an address at 70-62 Broadway, Jackson Heights, New York 11372.

41. Defendant Khan Appliances is a New York corporation with an address at 73-08 37th Avenue, Jackson Heights, New York 11372.

42. Defendant Akbar Khan is a principal, officer, director and/or agent of Khan Appliances and conducts business at 73-08 37th Avenue, Jackson Heights, New York 11372.

43. Defendant Khan Electronics is a New York corporation with an address at 73-10 37th Avenue, Jackson Heights, New York 11372.

44. Defendant Mudassir Khan is a principal, officer, director and/or agent of Khan Electronics and conducts business at 73-10 37th Avenue, Jackson Heights, New York 11372.

45. Defendant Reliance is a retail company with a business address at 37-50 74th Street, Jackson Heights, New York 11372.

46. Defendant Sahara is a New York corporation with a business address at 1049 Coney Island Avenue, Brooklyn, New York, 11230.

47. Defendant UJA is a retail company with a business address at 953 Newkirk Avenue, Brooklyn, New York 11230.

FACTS

A. Content Owner Plaintiffs

48. ARY has an exclusive license to distribute, publicly perform, reproduce and sublicense the right to distribute, publicly perform and reproduce certain televisions programs that are included in the Plaintiffs' Content including, without limitation, ARY News, ARY Digital, ARY Religion, ARY Zauq, and ARY QTV (the "ARY Stations"), and through other media outlets in Pakistan, Asia and Europe ("ARY Media Content"). The licensor owns the copyrights to the ARY Media Content pursuant to the laws of Pakistan and, through the Convention, in accordance with the laws of the United States.

49. Aurora is an entertainment business company that actively produces and distributes entertainment television programs, including programs produced by it and programs licensed from others. Aurora distributes such programs through several television broadcast stations it owns, including Dawn News, and through other media outlets in Pakistan, the Middle East and in the United States ("Aurora Media Content"). Aurora owns the copyrights or the

exclusive reproduction and distribution rights to the Aurora Media Content pursuant to the laws of Pakistan and, through the Convention, in accordance with the laws of the United States.

50. Century has an exclusive license to distribute, publicly perform, reproduce and sublicense the right to distribute, publicly perform and reproduce certain televisions programs that are included in the Plaintiffs' Content including, without limitation, Kal Tak, To the Point, Frontline, Express News and Express Entertainment in the United States ("Century Media Content"). The licensor owns the copyrights to the Century Media Content pursuant to the laws of Pakistan and, through the Convention, in accordance with the laws of the United States.

51. JAAG is an entertainment business company that actively produces and distributes entertainment television programs, including programs produced by it and programs licensed from others. JAAG distributes such programs through several television broadcast station it owns, including Aap Ki Baat, Crime Scene, SAMAA TV and SAMAA TV News, and through other media outlets in Pakistan, the United Arab Emirates, United Kingdom and the United States ("JAAG Media Content"). JAAG owns the copyrights or the exclusive reproduction and distribution rights to the JAAG Media Content pursuant to the laws of Pakistan and, through the Convention, in accordance with the laws of the United States.

52. Recorder TV is an entertainment business company that actively produces and distributes entertainment television programs, including programs produced by it and programs licensed from others. Recorder TV distributes such programs through several television broadcast stations it owns, including Islamabad Tonight, AAJ Ki Khabar, Bolta Pakistan, AAJ TV and PLAY TV, and through other media outlets ("Recorder Media Content"). Recorder TV distributes programs in Pakistan, the Middle East, Africa, Australia and the United States. Recorder TV owns the copyrights or the exclusive reproduction and distribution rights to the

Recorder Media Content pursuant to the laws of Pakistan and, through the Convention, in accordance with the laws of the United States.

53. The television programs produced, licensed and/or distributed by each of the Content Owner Plaintiffs comprise the Plaintiffs' Content that Pirate Defendants and Retail Defendants have unlawfully appropriated. Content Owner Plaintiffs are the legal and beneficial owners of the copyrights in, and have the exclusive right to publicly perform, reproduce and distribute, the Plaintiffs' Content.

54. Content Owner Plaintiffs have invested and continue to invest substantial sums of money and other resources to produce, create, advertise, promote, sell, distribute, perform, license to others to distribute and perform the Plaintiffs' Content. For their investments, Content Owner Plaintiffs are compensated through fees for licensing, sales, distribution and performance of the Plaintiffs' Content and from advertising fees.

55. As set forth below in more detail, Defendants, in violation of the Convention and the Copyright Act, have infringed upon Content Owner Plaintiffs' protectable rights in the Plaintiffs' Content, in the manner set forth below as to each defendant.

B. Pearl Technologies

56. Pearl Technologies' sister company offers on-demand streaming of television programs and movies to its users in the United States delivered through an IPTV system via the TV Box which it produces and distributes. In addition to the revenue it earns from the sale of the TV Box, it offers space in its "broadcasts" for advertisings which results in substantial revenue. Pearl Technologies licenses Pearl Content to its sister company for streaming and distribution in the United States. The IPTV service provided by the sister company has been actively promoted, advertized and marketed in the United States.

57. Pearl Technologies licenses the Pearl Content from Content Owner Plaintiffs and from the Other Content Owners. The Other Content Owners include the following entities:

Big Flicks Limited (which owns "BigFlix" movie portal)
BIG MAGIC LIMITED (which owns "Big Madic" station);
Shree International Limited (which "Shree" content);
Shemaroo Entertainment Limited (which owns "Shemaroo" content);
India TV Interactive Media Limited (which owns "India TV" station);
BENNETT, COLEMAN & COMPANY LIMITED (which owns "ZOOM TV" station);
HUM TV INC. (which owns "HUM TV", "HUM World", "Masla TV", "Style 360", "HUM Sitaray" stations);
National Communication Services (SMC-PVT) Limited (which owns "Dunya" station);
Turmeric Vision Pvt. Ltd. (which owns "Food Food" station)
Media Konnets (Pvt.) Limited (which owns "Mastiii", "Dhamaal", "Manoranjan" stations)
Pioneer Channel Factory (Pvt.) Limited (which owns "M Tunes HD", "Music Xpress" stations)
Times of India (Pvt.) Limited (which owns "Aaj Tak", "Headlines Today", "Tez" stations)
TV ONE Canada Broadcasting Inc. (which owns "TV ONE Canada" stations)

58. Pearl Technologies devotes substantial resources to license new content and to negotiate the renewal of its existing licenses from Content Owner Plaintiffs and the Other Content Owners.

C. Pirate Defendants

1. BTV

59. Since in or about 2011, BTV and Hamead have offered IPTV services to stream the Content in the United States for which they have not obtained a license or consent to distribute or to sell from Content Owner Plaintiffs or the Other Content Owners.

60. BTV and Hamead actively market and promote their IPTV services including through a website they maintain at www.btv.com.

61. Until very recently, the following statements were made on their website:

- a. BTV brings you HDTV quality content LIVE from the web, straight to your living room Television set.
- b. Enjoy FREE Uninterrupted Bollywood TV – All Day, Everyday[sic]!
- c. Incredible Entertainment is the largest and most trusted Free-To-Air Satellite Distributor in the industry. We’ve got thousands of products, from; FTA Receivers to IPTV Received and anything/everything you would need to watch FREE Satellite TV. Be sure to visit us online whenever you ready, feel free to give us a quick buzz @ 1.877.904.0600 and let one of our Product Experts fill you in a bit more.
- d. BTV^{TM1} is a next generation embedded IPTV platform company that has developed a complete turnkey IPTV (Internet Protocol Television) solution.

62. On information and belief, after learning about Content Owner Plaintiffs’ intention to prosecute claims set forth in this Complaint, BTV and Hamead have removed statements about Plaintiffs’ Content from their website. However, BTV and Hamead continue to advertise the streaming of live television programs including drama, sports, news and movies.

63. Previously, on their website and Facebook page, BTV and Hamead had listed hundreds of channels which were available with their services; however, recently, they have removed these web pages as well. But, from their landing page, through clicking the word “Marketing”, dealers and distributors have access to a poster, which shows various television programs and movies, to which, on information and belief, BTV and Hamead do not have a license to advertise, stream or distribute, for their use to market BTV’s IPTV services.

64. To facilitate their services, BTV and Hamead have captured and saved the Content on their CDN and have produced or caused to be produced, distributed and sold set-top boxes (“BTV Box”) with their software program to enable the box to capture the Content illegally.

¹ On information and belief, BTV is a registered trademark of Bloomberg, L.P. with no connection to BTV and its owner.

65. BTV and Hamead sell their IPTV services through their website, retail stores including the Retail Defendants WW, ABC, Allstar, Chen, Khan Appliances, Akbar Khan, Khan Electronics, Mudassir Khan, and through other internet outlets such as eBay throughout the United States.

66. BTV's web-page² accessible through eBay lists the stations and content that BTV and Hamead make available to viewers which include Plaintiffs' Content and Pearl Content.

67. According to its website at <http://www.btv.co/shop/> each BTV Box is sold at \$299. On information and belief, since BTV has been in operation, BTV and Hamead have sold more than 150,000 units and earned approximately \$45 million in gross revenue.

68. BTV offers technical support to its customers.

69. In November 2012, Century sent BTV and Hameada written demand to cease and desist the illegal distribution of the Century Media Content. To date, BTV and Hamead have failed to heed the demand, and have continued to market and sell the BTV Box with the expressed claim that consumers can use the BTV Box to access the Century Media Content.

70. In February of 2013, ARY sent BTV and Hamead a written demand to cease and desist their illegal broadcasting of the ARY Media Content. To date, BTV and Hamead have failed to heed the demand, and have continued to market and sell the BTV Box with the expressed claim that consumers can use the BTV Box to access the ARY Media Content.

71. WW is an authorized reseller for BTV and sells and/or distributes the BTV Box pursuant to a contractual arrangement with BTV to consumers in the greater New York area. WW has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from

²http://www.ebay.com/itm/BTV-Box-IPTV-1000HD-NEW-MODEL-Live-Indian-Hindi-Urdu-Afghan-Channels-/161053879306?pt=US_Internet_Media_Streamers&hash=item257f8f2c0a

the Other Content Owners to broadcast the Plaintiffs' Content or Pearl Content to consumers via the BTV Box.

72. ABC is an authorized reseller for BTV and sells and/or distributes the BTV Box pursuant to a contractual arrangement with BTV to consumers in the greater New York area. ABC has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the Other Content Owners to broadcast the Plaintiffs' Content or Pearl Content to consumers via the BTV Box.

73. Allstar and Chen are authorized resellers for BTV and sell and/or distribute the BTV Box pursuant to a contractual arrangement with BTV to consumers throughout the United States, including New York. Retail Defendants Allstar and Chen have not have not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the Other Content Owners to broadcast the Plaintiffs' Content or Pearl Content to consumers via the BTV Box.

74. Khan Appliances and Akbar Khan are authorized dealers for BTV and sell and/or distribute the BTV Box pursuant to a contractual arrangement with BTV to consumers in the greater New York area. Khan Appliances and Akbar Khan have not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the Other Content Owners to broadcast the Plaintiffs' Content or Pearl Content to consumers via the BTV Box.

2. DuMax TV

75. Since the beginning of 2014, DuMax TV and Bilal Farahshah have distributed and sold their IPTV service in the United States that streams the Content illegally.

76. On their website at www.dumaxtv.com, DuMax TV and Farahshah describe their services to be the delivery of Indian and Pakistani television programs in the United States through a set-top box. They state: "The moment you plug in the DuMax TV you'll have *instant*

access to an incredible range of shows and movies and the list is constantly growing. Now you can watch what you want in your language, whenever you want, Don't know what to watch. Read our blogs for the top dramas and movie recommendation." Their blogs direct the viewers to specific Indian and Pakistani movies and television programs about which they provide photos and details.

77. To facilitate their services, DuMax TV and Farahshah have captured and saved the Content on their CDN and have produced or caused to be produced, distributed and sold set-top boxes ("DuMax Box") with software applications which they embed in the set-top box to enable the box to stream the Content illegally.

78. DuMax TV and Farahshah sell DuMax TV on their website and from retail stores including Retail Defendants Khan Appliance and Akbar Khan.

79. Khan Appliances and Akbar Khan are authorized dealers for DuMax TV and sell and/or distribute the DuMax Box pursuant to a contractual arrangement with DuMax TV to consumers in the greater New York area. Khan Appliances and Akbar Khan have not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the Other Content Owners to stream the Content to consumers via the DuMax Box.

80. DuMax TV and Farahshah actively advertise and promote their services on eBay.

81. DuMax TV is sold for \$199. To date, on information and belief, DuMax TV and Farahshah have sold about 2,000 boxes.

82. On May 12, 2014, ARY, Aurora, Century, JAAG and Recorder sent DuMax TV and Farahshah a written demand to cease and desist the illegal distribution of the ARY Media Content. To date, DuMax TV and Farahshah have failed to heed the demand, and have continued

to market and sell the DuMax Box with the expressed claim that consumers can use the DuMax TV Box to access the ARY Media Content.

83. On information and belief, DuMax TV and Farahshah stream additional content to which Pearl Technologies does not have a license. On information and belief, DuMax TV and Farahshah do not have a license to carry the additional content as well. Carrying the additional content is a strong factor in their ability to sell large number of DuMax Box.

3. Shava TV

84. Since in or about 2010, Shava TV and Butt have offered IPTV services in the United States with the Content for which they do not have a license or consent to distribute and to stream from Content Owner Plaintiffs or the Other Content Owners.

85. Shava TV and Butt actively advertise and promote their IPTV services including through a website they maintain at www.shavatv.com.

86. Until very recently, on their website, Shava TV and Butt claimed that: “Shava TV puts you in commend by allowing you to watch *Free Full Length movies and dramas for all Pakistani & Indian Channels* and from *Hollywood to Bollywood*.” On the same page, they advertized Oprah Winfrey’s show.

87. On information and belief, after learning about Content Owner Plaintiffs’ intention to prosecute their claims, Shava TV and Butt have removed some of the previously available statements from their website. Currently, on their website’s landing page, Shava TV and Butt state: “Thanks for your interest in SHAVA IPTV. SHAVA has *a great mix of Indian, Pakistani, Arabic, Persian, Afghani, Somali, Turkish, Kurdish, Bengali, Tamil, Hindi, Punjabi, English, Sports, Cartoon channels* and much more... As regards picture quality, SHAVA is *the best* in IPTV world. No activation charges and no monthly/yearly fees or hidden charges.”

88. Shava TV and Butt provide technical support and instruction to consumers on how to illegally capture and view additional stations through the Shava Box.

89. To facilitate their services, Shava TV and Butt have captured the Content on their CDN and have produced or caused to be produced, distributed and sold set-top boxes (“Shava Box”) with software applications which they embed in the set-top box to enable the box to stream the Content illegally.

90. In addition to selling their IPTV services on their website, Shava TV and Butt sell their IPTV services through many retail stores including the Retail Defendants Cell Bell, Ezee and UJA and on eBay.

91. Shava TV and Butt stream additional content to which Pearl Technologies does not have a license. On information and belief, Shava TV and Butt do not have a license to carry the additional content as well. Carrying the additional content is a strong factor in their ability to sell large number of Shava Box.

92. Each Shava Box is sold at \$279. On information and believe, since Shava TV has been in operation, Shava TV and Butt have sold more than 100,000 units and earned approximately \$27 million in gross revenue.

93. In November of 2012, Century sent Shava TV and Butt a written demand to cease and desist the illegal streaming of the Century Media Content. To date, they have failed to heed the demand.

94. In October of 2012, ARY sent Shava TV and Butt a written demand to cease and desist the illegal streaming of the ARY Media Content. To date, they have failed to heed the demand.

95. Cell Bell is an authorized dealer for Shava TV and sells and/or distributes the Shava Box pursuant to a contractual arrangement with Shava TV to consumers in the greater New York area. Cell Bell has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the other Content Owners to broadcast the Content to consumers via the Shava Box.

96. Ezee is an authorized dealer for Shava TV and sells and/or distributes the Shava Box pursuant to a contractual arrangement with Shava TV to consumers in the greater New York area. Ezee has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the other Content Owners to broadcast the Content to consumers via the Shava Box.

97. Reliance is an authorized dealer for Shava TV and sells and/or distributes the Shava Box pursuant to a contractual arrangement with Shava TV to consumers in the greater New York area. Reliance has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the other Content Owners to broadcast the Content to consumers via the Shava Box.

98. Sahara is an authorized dealer for Shava TV and sells and/or distributes the Shava Box to consumers in the greater New York area. Sahara has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the other Content Owners to broadcast the Content to consumers via the Shava Box.

99. UJA is an authorized dealer for Shava TV and sells and/or distributes the Shava Box pursuant to a contractual arrangement with Shava TV to consumers in the greater New York area. UJA has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the other Content Owners to broadcast the Content to consumers via the Shava Box.

4. Boom TV

100. Boom TV distributes and streams the Content in the United States without a license and illegally through a set-top box (“the Boom Box”). Boom has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the Other Content Owners to distribute and stream the Plaintiffs’ Content to consumers via the Boom Box.

101. Boom TV advertised, marketed and promoted its IPTV services through the website it maintained at www.iptv.com which is currently not available.

102. Boom has distributed and sold its IPTV services through its website and retail stores including Actel, Family Phone and Sahara.

103. On information and belief, DuMax TV is the successor in interest of Boom TV.

104. Actel is an authorized dealer for Boom and sells and/or distributes the Boom Box pursuant to a contractual arrangement with Boom to consumers in the greater New York area. Actel has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the other Content Owners to broadcast the Content to consumers via the Boom Box.

105. Family Phone is an authorized dealer for Boom and sells and/or distributes the Boom Box pursuant to a contractual arrangement with Boom to consumers in the greater New York area. Family Phone has not obtained the appropriate consent or licenses from Content Owner Plaintiffs or from the other Content Owners to broadcast the Content to consumers via the Boom Box.

5. Pirating

106. BTV, Hamead, DuMax TV, Farahshah, Shava TV, Butt and Boom do not have a license to distribute, stream or publicly perform the Content in the United States. In fact, the

Pirate Defendants do not have the right to distribute, stream or publicly perform the Content anywhere in the world.

107. The Pirate Defendants have marketed and advertised their services as IPTV services for streaming the same Asian television programs and movies for which Pearl Technologies pays royalties to sublicense.

108. For example, on DuMax Box, the following stations, which Pearl Technologies has the right to distribute and stream, are available to view: Dawn News, TVONE, AAJTak, ARY Digital (which Plaintiff ARY Digital USA, Inc. has the exclusive right to distribute in the United States), ARY Digital, ARY News, Dunya, Express Entertainment, Express News, HUM Network, Masala TV, SAMAA to name a few. BTV, Hamead, Shava TV, Butt and Boom stream most of these stations as well.

109. The application software that the Pirate Defendants have pre-loaded on their set-top boxes requires no additional actions to stream the Plaintiff's Content or the Pearl Content to consumers. Without these applications being pre-loaded, users cannot program the set-top devices to capture the Content.

110. Each Pirate Defendant streams the Content through its CDN that illegally intercept and retains the signals coming from the servers of Content Owner Plaintiffs and the Other Content Owners.

111. Without first saving it on the CDN, the Content cannot be streamed to viewers unless it comes from other internet sources such as YouTube. Without a license, the Content is not available from any other legitimate source in the United States.

112. Without the pre-loaded application, the Pirate Defendants' Boxes have no other legitimate use.

113. Conspicuously missing from all of the Pirate Defendants' websites is a clear statement that viewing the Content on their set-top boxes exposes the users to criminal and civil liabilities for infringement of copyrights of Content Owner Plaintiffs and the Other Content Owners.

114. On information and belief, consumers who chose to purchase a set-top box from their neighborhood stores do not subscribe to cable television services because of high monthly fees and because these consumers almost always have no interest in obtaining television programs that are not in their own native language. These consumers prefer to deal with stores in their neighborhoods where salespeople speak their native language.

115. Pearl Technologies and its sister company target the same consumers and sell their IPTV services in the same retail stores that Pirate Defendants market and sell their services. Every sale of a Pirate Defendant's box is a loss to Pearl Technologies and to its sister company.

116. On information and belief, Pirate Defendants stream additional content to which Pearl Technologies does not have a license. On information and belief, Pirate Defendants do not have a license to carry the additional content as well. Carrying the additional content is a strong factor in their ability to sell large number of Boxes.

117. Pirate Defendants can and do offer a higher margin to retail stores, including Retail Defendants, to carry and promote the Pirate Defendants' Boxes. As the result of this higher margin offered, retail stores, including Retail Defendants, are incentivized to promote the Pirate Defendants' boxes instead of TV Boxes. Pirate Defendants unfairly compete with Pearl Technologies.

118. Retail Defendants WW, ABC, Actel, Allstar, Chen, Cell Bell, Ezee, Family Phone, Khan Appliances, Akbar Khan, Khan Electronics, Mudassir Khan, Reliance, Sahara and

UJA promote, market, sell and distribute the services and boxes from BTV, Hamead, DuMax, Farahshah, Shava TV, Butt and Boom despite knowing that Pirate Defendants distribute and stream illegal content.

119. On information and belief, sending “cease and desist” demands to Defendants is futile.

Count I – Copyright Infringement in violation of the Copyright Act, 17 U.S.C. § 101 et seq. and the Berne Convention for the Protection of Public Performance Rights and Reproduction/Distribution Rights – Content Owner Plaintiffs against Pirate Defendants and Retail Defendants

120. Plaintiffs incorporate by reference paragraphs 1 through 119 of the Complaint as though set forth at length herein.

121. The Plaintiffs’ Content is comprised of musical works, motion pictures and other audiovisual works as defined in 17 U.S.C. §102 (a) and subject to copyright protection under 17 U.S.C. § 101.

122. Content Owner Plaintiffs own the exclusive rights to reproduce and distribute and publicly perform the Plaintiffs’ Content pursuant to 17 U.S.C. § 106.

123. Content Owner Plaintiffs also own the exclusive rights to authorize third parties to publicly perform, distribute or reproduce the Plaintiffs’ Content pursuant to 17 U.S.C. § 106.

124. Article 2(1) of the Convention provides that literary and artistic works, including but not limited to cinematographic works, are subject to the provisions of and the protections of the Convention.

125. The Content consists of literary and artistic works within the definition of Article 2(1) of the Convention.

126. Article 5(1) of the Convention provides that “[a]uthors shall enjoy, in respect of works for which they are protected under this Convention, in countries of the Union other than the country of origin, the rights which their respective laws do now or may hereafter grant to their nationals, as well as the rights specifically granted by this Convention.”

127. Article 5(2) of the Convention provides further that “[t]he enjoyment and exercise of these rights shall not be subject to any formality, such enjoyment and such exercise shall be independent of the existence of protection in the country of the origin of the work”.

128. Content Owner Plaintiffs are business entities residing or existing, for the purposes of the Convention, in Pakistan which is a signatory to the Convention.

129. Content Owner Plaintiffs have not authorized either Pirate Defendants or Retail Defendants to distribute, stream, reproduce or publicly perform the Plaintiffs’ Content.

130. By selling Pirate Boxes that provide the Plaintiffs’ Content to consumers Pirate Defendants and Retail Defendants have reproduced, streamed and distributed the Plaintiffs’ Content without permission or authorization from Content Owner Plaintiffs.

131. On information and belief, such conduct by Pirate Defendants and by Retail Defendants was and is done willfully with knowledge of the rights of Content Owner Plaintiffs and in deliberate and conscious disregard of the rights of Content Owner Plaintiffs.

132. The conduct of Pirate Defendants and Retail Defendants constituted and continues to constitute infringement upon Content Owner Plaintiffs’ exclusive rights to reproduce, publicly produce, copy, prepare derivative works based upon, and distribute the Plaintiffs’ Content, in violation of 17 U.S.C. §101 et seq. and the Berne Convention.

133. By reason of the acts of infringement committed by Pirate Defendants and Retail Defendants, Content Owner Plaintiffs have sustained and will continue to sustain substantial injury, loss and damage, including but not limited to significant monetary damages.

134. As a direct and proximate result of the infringement of Content Owner Plaintiffs' copyrights and intellectual property rights by Pirate Defendants and Retail Defendants, Content Owner Plaintiffs are entitled to recover from Pirate Defendants and from Retail Defendants the maximum statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000, with respect to each work infringed. Alternatively, pursuant to 17 U.S.C. § 504(b), Plaintiffs shall be entitled to recover from Pirate Defendants and from Retail Defendants their actual damage, plus such profits that Pirate Defendants and Retail Defendants realized from their infringement of Content Owner Plaintiffs' copyrights and intellectual property rights.

135. Content Owner Plaintiffs are unable to determine the extent of the monetary damages suffered by reason of Pirate Defendants and Retail Defendants' acts of copyright and intellectual property infringement, but on information and belief, such damages exceed \$12,000,000.

136. Content Owner Plaintiffs are also entitled to their costs, including reasonable attorneys' fees incurred by them in this matter, pursuant to 17 U.S.C. § 505.

Count II – Contributory Infringement – Content Owner Plaintiffs against Pirate Defendants and Retail Defendants

137. Plaintiffs incorporate by reference paragraphs 1 through 136 of the Complaint as though set forth at length herein.

138. As set forth above in detail, Pirate Defendants and Retail Defendants have directly infringed upon the Content Owner Plaintiffs' copyrights and intellectual property rights in the Plaintiffs' Content in violation of the Act and the Convention.

139. On information and belief, such conduct by Pirate Defendants and by Retail Defendants was and is done willfully with knowledge of the rights of Plaintiffs and in deliberate and conscious disregard of the rights of Plaintiffs.

140. Pirate Defendants and Retail Defendants induced, caused and materially contributed to the infringing acts of others by encouraging, inducing, allowing and assisting others to stream, reproduce, distribute and publicly perform the Plaintiffs' Content.

141. Pirate Defendants and Retail Defendants had knowledge of the infringement by others of the copyright and intellectual property rights with regard to the Plaintiffs' Content, and caused, facilitated and/or countenanced such infringement in deliberate and conscious disregard of the rights of Content Owner Plaintiffs.

142. The aforementioned actions and conduct of Pirate Defendants and of Retail Defendants constitute contributory copyright infringement in violation of 17 U.S.C. § 106.

143. As a result of the infringement of Content Owner Plaintiffs' copyrights and intellectual property rights by Pirate Defendants and Retail Defendants, Content Owner Plaintiffs have sustained and will continue to sustain substantial injury, loss and damage, including but not limited to significant monetary damages.

144. As a direct and proximate result of the infringement of Content Owner Plaintiffs' copyrights and intellectual property rights by Pirate Defendants and Retail Defendants, Content Owner Plaintiffs are entitled to recover from Pirate Defendants and from Retail Defendants the maximum statutory damages pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000, with respect to each work infringed. Alternatively, pursuant to 17 U.S.C. § 504(b), Content Owner Plaintiffs shall be entitled to recover from Pirate Defendants and from Retail Defendants their

actual damage, plus such profits that Pirate Defendants and Retail Defendants realized from their infringement of Content Owner Plaintiffs' copyrights and intellectual property rights.

145. Content Owner Plaintiffs are unable to determine the extent of the monetary damages suffered by reason of Pirate Defendants and Retail Defendants' acts of copyright and intellectual property infringement, but on information and belief, such damages exceed \$12,000,000.

146. Content Owner Plaintiffs are also entitled to their costs, including reasonable attorneys' fees incurred by them in this matter, pursuant to 17 U.S.C. § 505.

Count III – Vicarious Copyright Infringement - Plaintiffs against Pirate Defendants and Retail Defendants

147. Plaintiffs incorporate by reference paragraphs 1 through 146 of the Complaint as though set forth at length herein.

148. As set forth above in detail, Pirate Defendants and Retail Defendants have directly infringed upon Content Owner Plaintiffs' copyrights and intellectual property rights in the Plaintiffs' Content in violation of the Act and the Convention.

149. On information and belief, such conduct by Pirate Defendants and by Retail Defendants was and is done willfully with knowledge of the rights of Content Owner Plaintiffs and in deliberate and conscious disregard of the rights of Content Owner Plaintiffs.

150. Pirate Defendants and Retail Defendants had and have the right and ability to control the infringing acts of the parties who directly infringed Content Owner Plaintiffs' copyrights and intellectual property rights in the Plaintiffs' Content.

151. Pirate Defendants and Retail Defendants have realized and continue to realize a direct financial benefit from the infringing acts of the parties who directly infringed Content Owner Plaintiffs' copyrights and intellectual property rights in the Plaintiffs' Content.

152. As a direct and proximate result of the infringement of Content Owner Plaintiffs' copyrights and intellectual property rights by Pirate Defendants and Retail Defendants, Content Owner Plaintiffs are entitled to recover from Pirate Defendants and from Retail Defendants the maximum statutory damages, pursuant to 17 U.S.C. § 504(c), in the amount of \$150,000, with respect to each work infringed. Alternatively, pursuant to 17 U.S.C. § 504(b), Content Owner Plaintiffs shall be entitled to recover from Pirate Defendants and from Retail Defendants their actual damage, plus such profits that Pirate Defendants and Retail Defendants realized from their infringement of Content Owner Plaintiffs' copyrights and intellectual property rights.

153. Content Owner Plaintiffs are unable to determine the extent of the monetary damages suffered by reason of Pirate Defendants and Retail Defendants' acts of copyright and intellectual property infringement, but on information and belief, such damages exceed \$12,000,000.

154. Content Owner Plaintiffs are also entitled to their costs, including reasonable attorneys' fees incurred by them in this matter, pursuant to 17 U.S.C. § 505.

Count IV – violation of the Lanham Act, 15 U.S.C. § 1125(a) – Pearl Technologies against Pirate Defendants

155. Plaintiffs incorporate by reference paragraphs 1 through 154 of the Complaint as though set forth at length herein.

156. Pirate Defendants are competitors of Pearl Technology.

157. Pirate Defendants illegally distribute and stream the Content, thereby infringing on the rights of Pearl Technologies.

158. Pirate Defendants do not disclose to consumers the fact that their devices capture and stream the Content illegally and in infringement of the rights of Content Owner Plaintiffs and the Other Content Owners.

159. The conduct of Pirate Defendants constituted and continues to constitute unfair competition and is in violation of 15 U.S.C. § 1125(a).

160. On information and belief, such conduct by Pirate Defendants was and is done willfully with knowledge of the rights of Pearl Technologies and in deliberate and conscious disregard of its rights.

161. By reason of the acts committed by Pirate Defendants, Pearl Technologies has sustained and will continue to sustain substantial injury, loss and damage, including but not limited to significant monetary damages.

162. As a direct and proximate result of the actions by Pirate Defendants, Pearl Technologies is entitled to recover its actual damages, plus such profits that Pirate Defendants realized from their conduct committed in violation of the Lanham Act.

163. Pearl Technologies is unable to determine the extent of the monetary damages suffered by reason of Pirate Defendants' acts committed in violation of the Lanham Act, but on information and belief, such damages exceed \$25,000,000.

164. Pearl Technologies is also entitled to its costs, including reasonable attorneys' fees incurred in prosecuting its claims.

Count V – Violation of New York State Common Law Unfair Competition – Pearl Technologies against Pirate Defendants

165. Plaintiffs incorporate by reference paragraphs 1 through 164 of the Complaint as though set forth at length herein.

166. Pirate Defendants are competitors of Pearl Technology.

167. Pirate Defendants illegally distribute and stream the Plaintiffs' Content and the Pearl Content, thereby infringing on the rights of Pearl Technologies.

168. Pirate Defendants do not disclose to consumers the fact that their devices capture and stream the Plaintiffs' Content and the Pearl Content illegally and in infringement of the rights of Pearl Technologies.

169. The conduct of Pirate Defendants constituted and continues to constitute unfair competition and is in violation of New York State common law.

170. On information and belief, such conduct by Pirate Defendants was and is done willfully with knowledge of the rights of Pearl Technologies and in deliberate and conscious disregard of its rights.

171. By reason of the acts committed by Pirate Defendants, Pearl Technologies has sustained and will continue to sustain substantial injury, loss and damage, including but not limited to significant monetary damages.

172. As a direct and proximate result of the actions by Pirate Defendants, Pearl Technologies is entitled to recover its actual damages, plus such profits that Pirate Defendants realized from their conduct committed in violation of the New York State common law.

173. Pearl Technologies is unable to determine the extent of the monetary damages suffered by reason of Pirate Defendants' acts committed in violation of the New York common law of unfair competition, but on information and belief, such damages exceed \$25,000,000.

174. Pearl Technologies is also entitled to its costs, including reasonable attorneys' fees incurred in prosecuting its claims.

Count VI – Preliminary and Permanent Injunction – Pearl Technologies against Pirate Defendants

175. Plaintiffs incorporate by reference paragraphs 1 through 174 of the Complaint as though set forth at length herein.

176. The Lanham Act, in 15 U.S.C. § 1116(a), expressly authorizes courts to provide injunctive relief against any individual or entity that violates the rights of another in breach of the Lanham Act.

177. The wrongful acts of Pirate Defendants have caused irreparable injury to Pearl Technologies. Unless this Court restrains Pirate Defendants from distributing and selling the infringing set-top boxes, Pirate Defendants will continue to infringe Pearl Technologies' rights and Pearl Technologies will continue to suffer irreparable injury.

178. As a direct and proximate result of their wrongful acts, Pirate Defendants have been and will continue to be unjustly enriched and Pearl Technologies has suffered and will continue to suffer damages in an amount not yet fully determined.

Count VII – Preliminary and Permanent Injunction – Content Owner Plaintiffs against Pirate Defendants and Retail Defendants

179. Plaintiffs incorporate by reference paragraphs 1 through 178 of the Complaint as though set forth at length herein.

180. The Copyright Act, in 17 U.S.C. § 502(a), expressly authorizes courts to provide injunctive relief against any individual or entity that violates the rights of another in breach of the Copyright Act.

181. Pirate Defendants and Retail Defendants have already infringed Content Owner Plaintiffs' copyrights and intellectual property rights in the Plaintiffs' Content through the unauthorized distribution, reproduction and the public performance of the Plaintiffs' Content.

182. Pirate Defendants and Retail Defendants continue to infringe Content Owner Plaintiffs' copyrights and intellectual property rights in the Plaintiffs' Content through the unauthorized distribution, reproduction and the public performance of the Plaintiffs' Content, notwithstanding Content Owner Plaintiffs' demands that they cease and desist from doing so.

183. If not enjoined from selling the BTV Box, Shava Box and Boom Box directly through the websites and through the dealers/resellers, Pirate Defendants and Retail Defendants will continue to infringe Content Owner Plaintiffs' copyrights and intellectual property rights in the Plaintiffs' Content by distributing, broadcasting, reproducing and publicly performing the Plaintiffs' Content.

184. These wrongful acts of Pirate Defendants and Retail Defendants have caused irreparable injury to Content Owner Plaintiffs. Unless this Court restrains Pirate Defendants and Retail Defendants from distributing, streaming, reproducing and publicly performing the Plaintiffs' Content, Content Owner Plaintiffs will continue to suffer irreparable injury.

185. As a direct and proximate result of the wrongful acts of Pirate Defendants and Retail Defendants, Pirate Defendants and Retail Defendants have been and will continue to be unjustly enriched and Content Owner Plaintiffs have suffered and will continue to suffer damages in an amount not yet fully determined.

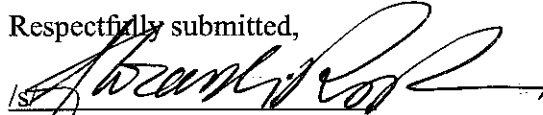
WHEREFORE, Content Owner Plaintiffs and Pearl Technologies pray that this Court enters judgment in their favor and against the Defendants and declare that:

- A. Pirate Defendants and Retail Defendants have infringed Content Owner Plaintiffs' legally valid copyrights and intellectual property rights in the Plaintiffs' Content, both directly and secondarily;
- B. Pirate Defendants and Retail Defendants be ordered to pay to Content Owner Plaintiffs statutory damages for their violation of the Copyright Act and the Convention, pursuant to 17 U.S.C. § 504(c) or alternatively, at Content Owner Plaintiffs' election, pursuant to 17 U.S.C. § 504(b), Pirate Defendants and Retail

I. This Court provide to Content Owner Plaintiffs and to Pearl Technologies such other
and further relief as the Court may deem proper and just.

Dated: New York New York
June 16, 2014

Respectfully submitted,



Florence Rostami
Neal Haber

FLORENCE ROSTAMI LAW, LLC

frostami@rostamilaw.com

nhaber@rostamilaw.com

708 Third Avenue, 5th Floor
New York, New York 10017
T(212) 209-3962
F(212) 209-7101

Attorneys for Plaintiffs

ATTACHMENT TO CIVIL COVER SHEET

I. PLAINTIFFS:

ARY DIGITAL NETWORK USA, INC.
AURORA BROADCASTING SERVICES (PVT.), LTD.
CENTURY MEDIA NETWORK USA INC.
JAAG BROADCASTING SYSTEMS PVT. LTD.
RECORDER TELEVISION NETWORK (PRIVATE) LTD.
PEARL TECHNOLOGIES INTERNATIONAL, LTD.

DEFENDANTS

BTV IPTV ABDELLAH HAMEAD; DUMAX TV, INC.; BILAL FARAHSHAH;
SHAVA IPTVNETWORK LLC; NADEEM BUTT; BOOM TV;
786 WIRELESS WORLD; ABC 74, INC.; ACTEL WIRELESS;
ALLSTAR WHOLESALERS, INC.; ALLEN CHEN; CELL BELL;
EZEE COMMUNICATION INC.; FAMILY PHONE;
KHAN APPLIANCES PLUS, INC., AKBAR KHAN; KHAN ELECTRONICS;
MUDASSIR KHAN; RELIANCE APPLIANCES & HOUSEWARES INC.;
SAHARA COMMUNICATION CORP. and UJA.

II. DISCLOSURE STATEMENT

ARY DIGITAL NETWORK USA, INC. is owned by ARY Digital Network, Ltd.
CENTURY MEDIA NETWORK USA INC. is owned by Century Media Group, Ltd.
PEARL TECHNOLOGIES INTERNATIONAL, LTD. is owned by CloudStream, Inc.