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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

Amazon Content Services, LLC;
Columbia Pictures Industries, Inc.;
Disney Enterprises, Inc.; Netflix
Studios, LLC; Paramount Pictures
Corporation; Sony Pictures Television
Inc.; Twentieth Century Fox Film
Corporation; Universal City Studios
Productions LLLP; Universal Cable
Productions LLC; Universal Television
LLC; Warner Bros. Entertainment Inc.,

Plaintiffs,

vs.

Set Broadcast, LLC d/b/a Setvnow;
Jason Labossiere; Nelson Johnson,

Defendants.

Case No. 2:18-CV-3325-MWF (ASx)

**DEFAULT JUDGMENT AND
PERMANENT INJUNCTION
AGAINST DEFENDANT SET
BROADCAST, LLC D/B/A
SETVNOW**

The above-titled matter came before the Honorable Michael W. Fitzgerald, United States District Judge, presiding in Courtroom 5A of the above-titled Court, pursuant to Plaintiffs Amazon Content Services, LLC, Columbia Pictures Industries, Inc., Disney Enterprises, Inc., Netflix Studios, LLC, Paramount Pictures Corporation, Twentieth Century Fox Film Corporation, Universal City Studios Productions LLLP, and Warner Bros. Entertainment Inc.’s (“Plaintiffs”) Motion

1 for Default Judgment Against Defendant Set Broadcast, LLC d/b/a Setvnow (“Set
2 Broadcast”). (Docket No. 53).

3 Set Broadcast was regularly served with process and then failed to plead or
4 otherwise defend this action. Set Broadcast’s default was entered by the Clerk of
5 Court on May 28, 2019. (Docket No. 49). Plaintiffs have requested judgment and
6 a permanent injunction against the defaulted Set Broadcast. The Court has
7 considered Plaintiffs’ Motion and supporting papers.

8 Good cause having been shown and pursuant to Rules 54, 55(b)(2), 58(a),
9 and 65 of the Federal Rules of Civil Procedure,

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that
11 judgment be entered as follows:

12 (1) Set Broadcast shall pay Plaintiffs a sum of **\$7,650,000.00**, which
13 reflects the statutory maximum of \$150,000 for each of the 51 representative works
14 infringed by Set Broadcast.

15 (2) Plaintiffs shall further recover post-judgment interest as provided by
16 law.

17 (3) Set Broadcast, all of its agents, servants, and employees, and all
18 persons in active concert or participation or in privity with any of them who
19 receive actual notice of this Order (collectively, the “Enjoined Parties”) are
20 immediately and permanently enjoined according to the following terms:

21 (4) For the purposes of this Judgment and Permanent Injunction, the
22 following definitions shall apply:

23 a. “ST-110 Set-Top Box” shall refer to the hardware devices pre-
24 loaded with copyright infringing software, addons, programs, applications, and all
25 related services that Defendant marketed, promoted, sold, and supported.

26 b. “Setvnow Service” shall refer to the copyright infringing
27 software, programs, applications, and services that transmit or otherwise
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1 communicate television programs and motion pictures over the Internet that
2 Defendant marketed, promoted, sold, and supported.

3 c. “Copyrighted Works” shall mean all copyrighted works (and
4 any portions thereof) in which the Plaintiffs, individually or jointly, (or any
5 parent, subsidiary, or affiliate of any of the Plaintiffs) owns or controls an
6 exclusive right under the United States Copyright Act, 17 U.S.C. §§ 101 et seq.

7 (5) The Enjoined Parties are permanently **ENJOINED** from infringing,
8 by any means, directly or indirectly, any of Plaintiffs’ exclusive rights under the
9 Copyright Act in the Copyrighted Works. The Enjoined Parties are further
10 permanently **ENJOINED** as follows:

11 a. Shall permanently cease all operation of the Setvnow Service
12 and ST-110 Set-Top Box, including without limitation services related to the
13 Setvnow Service, within five (5) days of entry of this Judgment and Permanent
14 Injunction.
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16 b. Shall be further enjoined from operating any website, system,
17 software, or service that is substantially similar to the Setvnow Service.

18 c. Shall be further enjoined from distributing, selling, advertising,
19 marketing, or promoting the ST-110 Set-Top Box or any substantially similar
20 computer hardware device or related software that contains, connects to, transmits,
21 streams, hosts, provides access to, or otherwise publicly performs, directly or
22 indirectly, by means of any device or process, Plaintiffs’ Copyrighted Works
23 without authorization.

24 d. Shall not directly or indirectly take any additional steps to
25 release publicly, distribute, transfer, or give any source code, object code, other
26 technology, domain names, trademarks, brands, assets or goodwill in any way
27 related to the Setvnow Service.
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1 (6) Service by mail upon Set Broadcast of a copy of this Default
2 Judgment and Permanent Injunction once entered by the Court is deemed sufficient
3 notice to Set Broadcast under Federal Rule of Civil Procedure 65. It shall not be
4 necessary for Set Broadcast to sign any form of acknowledgement of service.

5 (7) This Permanent Injunction shall bind Set Broadcast and all of its
6 agents, servants, and employees, and all persons in active concert or participation
7 or in privity with any of them who receive actual notice of this Order. Set
8 Broadcast shall provide a copy of this Default Judgment and Permanent Injunction
9 to its officers, agents, servants, employees, attorneys, principals, shareholders,
10 members, and current and future administrators or moderators of the any online
11 forums associated with Set Broadcast.

12 (8) Violation of this Permanent Injunction shall expose Set Broadcast and
13 all other persons bound by this Permanent Injunction to all applicable penalties,
14 including contempt of Court.

15 (9) Within 14 days of the date the Court enters this Default Judgment
16 Permanent Injunction, Set Broadcast shall file and serve a report in writing and
17 under oath setting forth in detail the manner and form with which Set Broadcast
18 has complied with the Permanent Injunction.

19 (10) The Court finds there is no just reason for delay in entering this
20 Default Judgment and Permanent Injunction and, pursuant to Federal Rule of Civil
21 Procedure 54(a), the Court directs immediate entry of this Default Judgment and
22 Permanent Injunction.

23 (11) The Court shall retain jurisdiction of this action to entertain such
24 further proceedings and to enter such further orders as may be necessary or
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1 appropriate to implement and enforce the provisions of this Default Judgment and
2 Permanent Injunction.



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4 Dated: July 31, 2019

5 MICHAEL W. FITZGERALD
6 United States District Judge
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