

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT PIERCE DIVISION**

DISH NETWORK L.L.C.)	
and NAGRASTAR LLC,)	Civil Case No. 2:20-cv-14331
)	
Plaintiffs,)	
)	
v.)	
)	
LISA CRAWFORD, LC ONE LLC, LC)	
PRYME ENTERPRISES LLC, LC PRYME)	
HOLDINGS LLC, LC PRYME ONE)	
ENTERPRISES LLC, LC PRYME ONE)	
LLC, LCTX HOLDINGS LLC, LCTX)	
ONE HOLDINGS LLC, LCTX ONE LLC,)	
MESSENGER IN MOTION, LLC, and)	
DOE 1, as Trustee of DNS Irrevocable)	
Trust,)	
)	
Defendants.)	
	/	

**AGREED MOTION FOR JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANT LISA CRAWFORD**

Plaintiffs DISH Network L.L.C. and NagraStar LLC (collectively, “DISH”), and Defendant Lisa Crawford (hereinafter “Defendant”),¹ respectfully move for the Court’s entry of an agreed judgment and permanent injunction against Defendant based on the following stipulated facts:

1. DISH filed this case against Defendant on September 21, 2020, asserting claims under the Federal Communications Act, 47 U.S.C. §§ 605(a) and (e)(4) (the “FCA”), based on Defendant’s operation of, participation in, and/or trafficking in Device Codes for various IPTV services providing unauthorized access to DISH’s programming or content, including Prime Tyme

¹ Plaintiffs DISH Network L.L.C. and NagraStar LLC are filing concurrently herewith a stipulation to dismiss all claims against the LLC Defendants, which Crawford controls, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i).

TV, Lazer TV Streams, Griff TV, Flix Streams (collectively referred to herein as the “Unauthorized Streaming Services”). (Dkt. 1.)

2. DISH is the fourth largest pay-television provider in the United States and delivers television programming to millions of authorized, fee-paying subscribers nationwide using a direct broadcast satellite system and over-the-top Internet services (the “DISH Programming”).

3. Defendant participated in the operation of the Unauthorized Streaming Services.

4. The Unauthorized Streaming Services distributed DISH Programming without authorization from DISH. Defendant knew, or had reason to know, that the DISH Programming distributed on the Unauthorized Streaming Services originated from DISH’s satellite broadcasts.

5. Defendant monetized the Unauthorized Streaming Services through the sale of device codes and subscriptions. The device codes and subscriptions to the Unauthorized Streaming Services could be used in connection with virtually any Internet-accessible device loaded with the applications for those services.

6. Defendant sold device codes and subscriptions to the Unauthorized Streaming Services through various websites including ptiptv.com, GriffTV.com, Lazertvstreams.com and FlixStreams.com. In addition, Defendant advertised the Unauthorized Streaming Services through Facebook and other forms of social media.

7. Defendant previously trafficked in device codes for a similar unauthorized streaming service known as SetTV. On May 3, 2018, DISH filed suit against Streaming Entertainment Technology LLC and the owners of that entity responsible for the operation of the SetTV service. *DISH Network L.L.C. et al v. Johnson et al*, Case No. 8:18-cv-1332-T-33AAS (M.D. Fla., Tampa Division) (the “SetTV Litigation”). The Court in the SetTV Litigation entered a Temporary Restraining Order enjoining further operation of that service on June 4, 2018, and

converted that Order into a Preliminary Injunction on July 2, 2018. (SetTV Litigation, Dkt. Nos. 15, 63.) Following a settlement between DISH and the SetTV Defendants, the Court entered an Agreed Judgment and Injunction on October 24, 2018, permanently shutting down the SetTV service. (The SetTV Litigation, Dkt. No. 84.)

8. Defendant participated in the operation of the Unauthorized Streaming Services after the SetTV service was shut down. DISH Programming was redistributed without authorization on the Unauthorized Streaming Services throughout this time period. During that time Defendant trafficked in at least 40,000 device codes to the Unauthorized Streaming Services.

9. Each device code and subscription to the Unauthorized Streaming Services sold by Defendant harms DISH in the form of lost revenue. Defendant knew that DISH provided DISH Programming to its own fee-paying subscribers at the time that DISH Programming was being redistributed without authorization on the Unauthorized Streaming Services. DISH Programming was some of, if not the most popular programming distributed on the Unauthorized Streaming Services. Defendant knew that the unauthorized distribution of DISH Programming on the Unauthorized Streaming Services was certain to harm DISH by depriving DISH of legitimate paying subscribers and corresponding equipment and subscription revenues.

10. Defendant violated 47 U.S.C. § 605(a) by his participation in the Unauthorized Streaming Services, which distributed DISH Programming without authorization. Defendant also violated 47 U.S.C. § 605(e)(4) by trafficking in device codes and subscriptions, which were required and intended for accessing the Unauthorized Streaming Services, which distributed DISH Programming without authorization. Defendant's violations of 47 U.S.C. § 605(a) and (e)(4) were willful, malicious, and for the purpose of commercial financial advantage and private financial gain.

11. Pursuant to the terms of their settlement, the parties agree that an agreed judgment and permanent injunction is now appropriate. The specific terms of the requested agreed judgment and permanent injunction are set forth in the proposed Agreed Judgment and Permanent Injunction against Defendant being filed concurrently herewith, the terms of which include:

- a. statutory damages of \$30,000,000 which is calculated at \$750 for each of the 40,000 device codes sold by Defendant to access the Unauthorized Streaming Services. The foregoing damages, which are agreed to by Defendant, are conservative for several reasons including: (i) statutory damages under the 605(e)(4) claim could reach up to \$100,000 per device code sold; (ii) statutory damages under the 605(a) claim could reach up to \$10,000 per violation; and (iii) Defendant could be held liable for enhanced statutory damages of up to \$110,000 per device code based on the willful and commercial nature of the violations; and
- b. A permanent injunction that prevents any further violations of DISH's rights, including the forfeiture and transfer of domains and device codes for the Unauthorized Streaming Services to DISH.

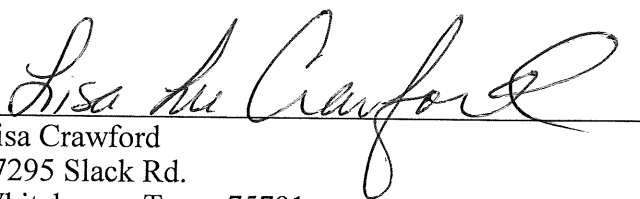
12. The parties request that the Court sign the proposed Agreed Judgment and Permanent Injunction against Lisa Crawford being filed concurrently herewith.

Jointly Submitted on this 24th day of September 2020.

/s/ James A. Boatman Jr.
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Pro se Defendant

Jointly Submitted on this 22nd day of October, 2020.

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Pro se Defendant

PROOF OF SERVICE

I, the undersigned, declare that I am a resident of the State of Florida, over the age of eighteen years, and not a party to the within action. I am familiar with the practice at my place of business for collection and processing of correspondence for mailing. Such correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

On the executed date below, I served the following document described as:

**Agreed Motion for Judgment and Permanent Injunction
Against Defendant Lisa Crawford**

- _____ by placing the document in a sealed envelope with postage thereon fully prepaid, certified, return receipt requested, in the **United States Mail** addressed as set forth below.
- X by placing the document in a sealed envelope with postage thereon fully prepaid, in the **United States Mail** addressed as set forth below.
- _____ by emailing the document to the address(es) set forth below.

Lisa Crawford
17295 Slack Rd.
Whitehouse, Texas 75791

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 22, 2020.

/s/ James A. Boatman Jr.
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