

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

DISH NETWORK L.L.C.)	
and NAGRASTAR LLC,)	Civil Case No. _____
)	
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.)	
	/	

PLAINTIFFS’ COMPLAINT

Plaintiffs DISH Network L.L.C. (“DISH”) and NagraStar LLC (“NagraStar”) (collectively with DISH, “Plaintiffs”) bring this action against Defendants 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 for DNS Irrevocable Trust (collectively “Defendants”¹), and state as follows:

¹ All Defendants are acting jointly in furtherance of a common scheme to facilitate the theft of DISH programming through the retransmission of such programming to unauthorized users. (*See infra* ¶¶ 15-19.) Defendants acting jointly are collectively referred to herein as “Defendants” where appropriate. Individual defendants are referred to singularly by specific name where appropriate.

PARTIES

1. Plaintiff DISH Network L.L.C. is a Colorado limited liability company with its principal place of business located at 9601 South Meridian Blvd., Englewood, Colorado 80112.

2. Plaintiff NagraStar LLC is a Colorado limited liability company with its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112.

3. Upon information and belief, Defendant Lisa Crawford (hereinafter "Crawford") is an individual currently residing in Whitehouse, Texas.

4. Defendant LC One LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

5. Defendant LC Pryme Enterprises LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford

6. Defendant LC Pryme Holdings LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

7. Defendant LC Pryme LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

8. Defendant LC Pryme One Enterprises LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

9. Defendant LC Pryme One LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

10. Defendant LCTX Holdings LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

11. Defendant LCTX One Holdings LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

12. Defendant LCTX One LLC is a limited liability company organized under the laws of the State of Florida, with its principal place of business listed as 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987, and its registered agent listed as Lisa Crawford.

13. Defendant Messenger in Motion, LLC is a limited liability company organized under the laws of the State of Texas, with its sole manager and organizer listed as Lisa Crawford, and its initial registered office listed as 1001 ESE Loop 323, Suite 450B, Tyler, Texas 75701.

14. Defendant Doe 1 is a presently unknown individual acting as trustee for DNS Irrevocable Trust, the named manager in the Articles of Organization for Defendants LC One LLC, LC Pryme Enterprises LLC, LC Pryme Holdings LLC, LC Pryme One Enterprises LLC, LC Pryme One LLC, LCTX Holdings LLC, and LCTX One LLC, with an address of 10380 SW Village Center Drive 365, Port St. Lucie, Florida 34987. Upon information and belief, the DNS Irrevocable Trust was established and named a manager of Defendants 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 LLC for the sole purpose of sheltering the ill-gotten profits made by these entities and individual defendant Crawford.

15. Upon information and belief, there is a unity of interest and ownership between 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 DNS Irrevocable Trust (hereinafter collectively the “Pirate IPTV Entities”) and individual defendant Crawford, preventing them from functioning as separate entities. It would be inequitable to allow the Pirate IPTV Entities to assert a distinction between the entities and individual defendant Crawford.

16. Upon information and belief, the Pirate IPTV Entities were formed by Crawford for the purpose of protecting Crawford from judgment and in an effort to secrete monies earned by Crawford.

17. Upon information and belief, Crawford acting as manager of the Pirate IPTV Entities, or in other capacities, failed to respect the separate identity of the Pirate IPTV Entities such that the separate personalities of the entities and individual defendant Crawford no longer exist, has controlled the Pirate IPTV Entities, and has acted with intent to defraud in forming and conducting business in the names of the Pirate IPTV Entities. The recognition of the business entities would result in an injustice to Plaintiffs. Upon information and belief, actions and circumstances that warrant piercing the corporate veil include but are not limited to the following:

- a. Crawford exercised dominion and control over the Pirate IPTV Entities, commingling assets with and among the entities, and using the entities in furtherance of Defendants’ scheme to defraud Plaintiffs;

b. Crawford drained the Pirate IPTV Entities of substantial sums of money thereby undercapitalizing the Pirate IPTV Entities;

c. Crawford, and the Pirate IPTV Entities caused valuable assets, property, rights and/or interests to be transferred to each other without adequate consideration; and

d. Crawford and the Pirate IPTV Entities failed to follow formalities of corporate existence.

18. This Court should consider Crawford and the Pirate IPTV Entities as one entity or “alter egos” and enter an order piercing the corporate veil of the Pirate IPTV Entities to reach individual defendant Crawford.

19. Any judgment pursuant to Plaintiffs’ request for relief should be rendered joint and several against Crawford and the Pirate IPTV Entities.

JURISDICTION & VENUE

20. Plaintiffs assert claims under 47 U.S.C. §§ 605(a) and 605(e)(4). The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

21. Defendants reside in, conduct business in, and/or engage in the wrongful conduct at issue in this Complaint in Florida, and therefore are subject to this Court’s personal jurisdiction.

22. Venue is appropriate in this Court under 28 U.S.C. § 1391(b)(1) because Defendants 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, and LCTX One LLC reside in this judicial district, § 1391(b)(2) because a substantial part of the events giving rise to Plaintiffs’ claims occurred in this judicial district, and § 1391(b)(3) because Defendants are subject to personal jurisdiction in this judicial district.

NATURE OF THE ACTION

23. Defendant Crawford is a former reseller of the pirate streaming service known as “SET TV”. The SET TV pirate streaming service included numerous television channels that were received without authorization from DISH’s satellite service and were subsequently retransmitted without authorization on the SET TV pirate streaming service. Crawford, acting as a SET TV reseller, facilitated the theft of DISH Network programming on the SET TV pirate streaming service by, among other things, selling and distributing device codes for SET TV.

24. On May 1, 2018, DISH filed suit against Nelson Johnson, Jason LaBossiere, SET Broadcast L.L.C. and Streaming Entertainment Technology LLC for violations of Federal Communications Act (“FCA”) arising out of the operation of the SET TV pirate streaming service. On June 4, 2018, the Middle District of Florida entered a temporary restraining order, asset freeze, and preservation order against Nelson and the other SET TV defendants, shutting down the operation of the SET TV pirate streaming service. *See DISH Network L.L.C. v. SET Broadcast LLC*, No. 8:18-cv-01334-VMC-AAS, Dkt. 15 (M.D. Fla. June 4, 2018). The court has since entered a Final Judgment and Permanent Injunction in the SET TV matter, including an award of \$90,199,000.00 in statutory damages to Plaintiffs for violations of the FCA. *See DISH Network L.L.C. v. SET Broadcast LLC*, No. 8:18-cv-01334-VMC-AAS, Dkt. 15 (M.D. Fla. June 4, 2018). The permanent injunction entered by the court prohibits the SET TV defendants “any of their officers, agents, servants, employees, or other persons” acting in concert or participation therewith, from retransmitting or assisting others in retransmitting or receiving DISH’s satellite television programming, and also from selling or distributing passcodes and subscriptions intended to be used for receiving or assisting in receiving DISH’s satellite television programming. *Id.* at 2.

25. After the SET TV service was enjoined and shutdown, Crawford began selling and/or supporting the distribution of device codes for a new piracy streaming service in place of SET TV. The new piracy streaming service was known as “Simply-TV”. As with SET TV, the Simply-TV pirate streaming service retransmitted DISH programming to Simply-TV subscribers without authorization from DISH.

26. DISH filed suit against the owners of the Simply-TV piracy operation and, on March 20, 2019, obtained a temporary restraining order, preservation order, and asset freeze against the Simply-TV defendants. *See DISH Network L.L.C. v. Liberatore*, No. 8:19-cv-00672-WFJ-AEP, Dkt. 7 (M.D. Fla. Mar. 20, 2019). A Final Judgment and Permanent Injunction has since been entered in the Simply-TV matter in favor of DISH, and awarding DISH \$30,000,000 in statutory damages under the FCA and permanently enjoining the defendants “and anyone acting in active concert or participation” with the defendants from “retransmitting or copying, or assisting others in retransmitting or copying, any of DISH’s satellite or over-the-top Internet transmissions of television programming or any content contained therein.” *See DISH Network L.L.C. v. Liberatore*, No. 8:19-cv-00672-WFJ-AEP, Dkt. 52 (M.D. Fla. Aug. 27, 2019).

27. Rather than discontinuing her involvement in and support of IPTV piracy after the SET TV and Simply-TV judgments and permanent injunctions, Crawford, individually and through the IPTV Entities, proceeded to sell and support new pirate IPTV streaming services, including without limitation Prime Tyme TV, Lazer TV Streams, Griff TV, and Flix Streams (hereinafter together with SET TV and Simply-TV, the “Pirate IPTV Services”).

28. Just like the SET TV and Simply-TV pirate streaming services, the new Pirate IPTV Services being facilitated by Crawford and the Pirate IPTV Entities are, and have been

retransmitting DISH programming received from DISH's satellite television service without authorization from DISH.

29. Defendants' actions violate the Federal Communications Act ("FCA"), 47 U.S.C. §§ 605(a) and 605(e)(4).

DISH'S SATELLITE TELEVISION PROGRAMMING

30. DISH is the fourth largest pay-television provider in the United States and delivers programming to millions of subscribers nationwide via a direct broadcast satellite system.

31. DISH uses high-powered satellites to broadcast, among other things, movies, sports, and general entertainment services to consumers who have been authorized to receive such services after paying a subscription fee, or in the case of a pay-per-view movie or event, the purchase price.

32. DISH contracts for and purchases rights for the programming that is distributed on its platform from network affiliates, motion picture distributors, pay and specialty broadcasters, cable networks, sports leagues, and other holders of programming rights. The DISH programming includes the Cooking, MLB Network, TruTV, HBO, HBO East, Cinemax West, Showtime, Showtime East, Starz, Starz East, Starz West, ESPN Deportes, BeIn Spanish, NHL, NFL Redzone, and WE TV channels (collectively, the "DISH Programming").

33. NagraStar provides smart cards and other proprietary security technologies that form a conditional access system used to authorize receipt of DISH's satellite programming.

34. DISH programming is scrambled prior to being transmitted to a number of satellites located in geo-synchronous orbit above Earth. The satellites relay the encrypted DISH signal back to Earth where it can be received by authorized DISH subscribers that have the necessary equipment, including a DISH receiver and NagraStar smart card. The receiver and smart card

convert DISH's encrypted satellite signal into viewable programming that can be displayed on the attached television of an authorized DISH subscriber.

DEFENDANTS' WRONGFUL CONDUCT

35. The DISH Programming was distributed to the subscribers of the Pirate IPTV Services for Defendants' benefit and for subscribers of the Pirate IPTV Services who were not entitled to receive the DISH programming. Messages transmitted as part of DISH's satellite television signals were observed on the DISH programming retransmitted on the Pirate IPTV Services, confirming that the DISH Programming originated from DISH subscriber accounts and DISH's satellite broadcasts. Defendants are believed to engage in or work in concert or participation with other persons that are receiving DISH's channels for retransmission on the Pirate IPTV Services without authorization.

36. Defendants knowingly facilitate the theft of DISH programming via the Pirate IPTV Services by, among other things: (a) selling and distributing device codes for the Pirate IPTV Services, (b) processing payments for subscriptions to the Pirate IPTV Services, (c) paying content aggregators for the programming retransmitted on the Pirate IPTV Services with knowledge that such programming includes unauthorized DISH programming, (d) paying for middleware companies which support the Pirate IPTV Services, and (e) concealing the ill-gotten proceeds and assets obtained from the sale of device codes for the Pirate IPTV Services using a network of shell entities and trusts, including but not limited to Defendants LC One LLC, LC Pryme Enterprises LLC, LC Pryme Holdings LLC, LC Pryme One Enterprises LLC, LC Pryme One LLC, LCTX Holdings LLC, LXTX One Holdings LLC, and LCTX One LLC, Messenger in Motion, LLC, as well as DNS Irrevocable Trust.

37. Upon information and belief, Defendants directly engage in, aid and abet, or are acting within the scope of a principal-agent relationship with other persons that are receiving and retransmitting the DISH Programming on the Pirate IPTV Services.

38. Defendants' wrongful conduct has caused irreparable harm to Plaintiffs for which there is no adequate remedy at law. Defendants' acts have resulted in providing an unknown number of persons with access to the DISH Programming, resulting in an unknown amount of revenues being diverted from Plaintiffs and an unknown amount of profits being received by Defendants. In addition to lost revenue and Defendants' profits, Defendants' actions cause harm to Plaintiffs in the form of loss of reputation and goodwill.

CLAIMS FOR RELIEF

(Count I – Violation of the Federal Communications Act, 47 U.S.C. § 605(a) – On Behalf of DISH)

39. DISH repeats and realleges the allegations in paragraphs 1-38.

40. Upon information and belief, Defendants or persons acting in concert or participation with Defendants received DISH's transmissions of the DISH Programming and retransmitted the DISH Programming on the Pirate IPTV Services, without having authorization from DISH and for their own benefit and their subscribers, in violation of 47 U.S.C. § 605(a).

41. Through their sale and distribution of device codes for accessing the Pirate IPTV Services, as well as their management and support of these piracy television services, Defendants assisted, and continue to assist, end users to receive the DISH Programming or the content therein, without having authorization from DISH and for the benefit of the end users, in violation of 47 U.S.C. § 605(a).

42. Defendants have been violating 47 U.S.C. § 605(a) willfully and for purposes of commercial advantage and private financial gain. Defendants knew or should have known their actions are illegal and prohibited.

43. Defendants' violations cause damage to DISH in an amount to be proven at trial. Unless enjoined by the Court, Defendants will continue to violate 47 U.S.C. § 605(a).

(Count II – Violation of the Federal Communications Act, 47 U.S.C. § 605(e)(4) – On Behalf of All Plaintiffs)

44. Plaintiffs repeat and reallege the allegations in paragraphs 1-38.

45. Defendants sold and distributed device codes, and continue to sell and distribute device codes, used for accessing the Pirate IPTV Services in violation of 47 U.S.C. § 605(e)(4). The device codes were, and are, knowingly provided by Defendants for purposes of enabling customers access to the servers that are used to stream the television programming on the Pirate IPTV Services, including the DISH Programming. Customers of the Pirate IPTV Services are unable to receive the DISH Programming on the service unless they have a valid device code. Accordingly, Defendants are engaged in the sale and distribution of device codes with knowledge, or reason to know, that these devices are intended to be used in receiving the DISH Programming or its content, without having authorization from DISH and for the benefit of the end users, which is activity that violates 47 U.S.C. § 605(a).

46. Defendants violated 47 U.S.C. § 605(e)(4) willfully and for purposes of commercial advantage and private financial gain. Defendants knew or should have known their actions are illegal and prohibited.

47. Defendants' violations cause damage to Plaintiffs in an amount to be proven at trial. Unless enjoined by the Court, Defendants will continue to violate 47 U.S.C. § 605(e)(4).

PRAYER FOR RELIEF

WHEREFORE, DISH prays for judgment against Defendants as follows:

A. For permanent injunctive relief under 47 U.S.C. § 605(e)(3)(B)(i) restraining and enjoining Defendants, and any agent, servant, employee, attorney, or other person acting in active concert or participation with any of the foregoing that receives actual notice of the order, from:

1. receiving or assisting others in receiving DISH's or its affiliates' transmissions or the television programming contained therein without authorization, including transmitting DISH's or its affiliates' television programming or its content over the Internet or by other means, or distributing DISH's or its affiliates' television programming or its content to persons not authorized by DISH or its affiliates to receive or view that programming or channel; and

2. manufacturing, assembling, modifying, importing, exporting, selling, or distributing devices, subscriptions, applications, device codes, or any other device or equipment that is intended for receiving or assisting in receiving DISH's or its affiliates' transmissions or the television programming contained therein without authorization;

B. For an order authorizing Plaintiffs to take possession of and destroy all devices, subscriptions, applications, and device codes, as well as all streaming devices, technologies, tools, software, products, components, or parts thereof in the custody or control of Defendants that the Court has reasonable cause to believe were involved in Defendants' violations of the FCA, pursuant to 47 U.S.C. § 605(e)(3)(B)(i);

C. For an order requiring removal of Defendants' advertisements and social media pages concerning Prime Tyme TV, Lazer TV Streams, Griff TV, and Flix Streams, and any other

IPTV services providing DISH's or its affiliates' transmissions or the television programming contained therein without authorization;

D. For an order requiring the transfer to Plaintiffs of Defendants' websites concerning Prime Tyme TV, Lazer TV Streams, Griff TV, and Flix Streams, and any other IPTV services providing DISH's or its affiliates' transmissions or the television programming contained therein without authorization;

E. For an order directing Defendants to preserve and turn over to Plaintiffs all hard copy and electronic records concerning IPTV streaming devices, subscriptions, applications, device codes, or any similar product or service, including manufacturers, exporters, importers, dealers, or purchasers of such products or services, or any persons involved in receiving DISH's or its affiliates' transmissions or the television programming contained therein without authorization;

F. Award DISH the greater of its actual damages together with any profits made by Defendants that are attributable to the violations alleged herein, or statutory damages in the amount of up to \$10,000 for each violation of 47 U.S.C. § 605(a), under 47 U.S.C. § 605(e)(3)(C)(i), and to increase the amount by \$100,000 for each violation, in accordance with 47 U.S.C. § 605(e)(3)(C)(ii);

G. Award Plaintiffs the greater of their actual damages together with any profits made by Defendants that are attributable to the violations alleged herein, or statutory damages in the amount of up to \$100,000 for each violation of 47 U.S.C. § 605(e)(4), under 47 U.S.C. § 605(e)(3)(C)(i);

H. Award Plaintiffs their costs, attorney's fees, and investigative expenses under 47 U.S.C. § 605(e)(3)(B)(iii);

I. For a full and accurate accounting of all profits and other benefits received by Defendants as a result of the wrongful conduct described herein;

J. For pre and post-judgment interest on all monetary relief, from the earliest date permitted by law at the maximum rate permitted by law; and

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

Dated: September 21, 2020

Respectfully submitted,

s/ James A. Boatman Jr.

James A. Boatman, Jr. (Trial Counsel)

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