

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

DISH NETWORK L.L.C.)	
and NAGRASTAR LLC,)	Civil Case No. 8:20-cv-02983-MSS-TGW
)	
Plaintiffs,)	
)	
v.)	
)	
CARLOS ROCHA, individually and)	
d/b/a SOLTV and STREAM)	
SOLUTIONS,)	
)	
Defendant.	/	

**AGREED JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANT CARLOS ROCHA**

Before the Court is the Agreed Motion for Entry of Judgment and Permanent Injunction against Defendant Carlos Rocha filed jointly by Plaintiffs DISH Network L.L.C. and NagraStar LLC (together, “DISH”) and Carlos Rocha (“Defendant”). The Court **GRANTS** the agreed motion and **ORDERS** as follows:

1. Judgement is entered for DISH against Defendant on Counts I and II of its complaint asserting claims under the Federal Communications Act, 47 U.S.C. §§ 605(a) and 605(e)(4) (the “FCA”).
2. DISH is awarded statutory damages of \$585,028,500.
3. Defendant, and anyone acting in active concert or participation with Defendant that receives actual notice of this order, are permanently enjoined from, directly or indirectly:

(a) receiving, retransmitting, copying, or assisting others in receiving, decrypting, viewing, re-encoding and/or retransmitting, any of DISH's or its affiliates' satellite or over-the-top Internet transmissions of television programming or any content contained therein (collectively "DISH content") without written authorization from DISH;

(b) manufacturing, assembling, modifying, importing, exporting, selling, distributing, or otherwise trafficking in device codes, subscriptions or hardware loaded with access credentials to SolTV, SET TV, Simply-TV, BimoTV, TVStreamsNow, OneStepTV, IbexTV, MagnumStreams, Prime Tyme TV, Lazer TV Streams, Griff TV, Flix Streams, and CantGetEnoughTV, or any other service that provides access to any DISH content without written authorization from DISH (collectively "Unauthorized Streaming Services"), or any other technology, product, service, device, component, application, passcode, or part thereof that is primarily of assistance in the unauthorized reception, decryption, viewing, re-encoding and/or retransmission of DISH content or DISH or its affiliates' signals;

(c) hosting or otherwise supporting any website that advertises, promotes, offers, sells, or otherwise traffics in Defendant's Pirate Streaming Services and related software, applications, subscriptions, and/or device codes, Android TV boxes, other set-top boxes or

android devices capable of receiving Defendant's Pirate Streaming Services, or any other technology, product, service, device, component, application, passcode, or part thereof that is primarily of assistance in the unauthorized reception, decryption, viewing, re-encoding and/or retransmission of DISH content or DISH or its affiliates' signals;

(d) destroying, concealing, hiding, modifying, or transferring:

- i. any computers or computer servers that have been used, are being used, or that are capable of being used to support Defendant's Pirate Streaming Services;
- ii. any satellite receivers, smart cards, and satellite dishes, including DISH receiving equipment, that have been used, are being used, or that are capable of being used to support Defendant's Pirate Streaming Services;
- iii. any software, applications, subscriptions, and/or device codes related to Defendant's Pirate Streaming Services, including any devices capable of storing such software, applications, subscriptions, or device codes such as computers or external storage devices such as thumb drives and diskettes;
- iv. any set-top boxes, Android TV boxes, or other set-top boxes or android devices related to Defendant's Pirate

Streaming Services or capable of receiving Defendant's Pirate Streaming Services; and

- v. any books, documents, files, records, or communications whether in hard copy or electronic form, relating in any way to Defendant's Pirate Streaming Services, set-top boxes, android devices, and related software, applications, subscriptions, and/or device codes or any other service or device that is used in satellite television piracy, including the identities of manufacturers, exporters, importers, dealers, or purchasers of such services and devices, or persons involved in operating Defendant's Pirate Streaming Services.

4. Defendant shall transfer to DISH or a designee selected by DISH, within seven (7) days of the date of this Order, all device codes, renewal codes, subscriptions and applications for the Unauthorized Streaming Services, as well as all computers, phones, servers and all social media, financial, online or other accounts associated in any way with the Unauthorized Streaming Services. All items that DISH receives pursuant to this paragraph may be destroyed at DISH's discretion.

5. Defendant shall transfer to DISH or a designee selected by DISH, within seven (7) days of the date of this Order, all domain names owned or

controlled by Defendant that were used in connection with Defendant's Pirate Streaming Services or any other unauthorized streaming service.

6. Each party shall bear its own attorneys' fees and costs in this case.

7. The Court retains jurisdiction over this action after it becomes a final action for a period of three (3) years for the purpose of enforcing this judgment and permanent injunction.

ORDERED in Tampa, Florida this ____ day of _____, 2022.

UNITED STATES DISTRICT JUDGE