

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

DISH NETWORK L.L.C. and NAGRASTAR LLC,)	
)	Civil Case No. _____
Plaintiffs,)	FILED UNDER SEAL
)	
v.)	
)	
CARLOS ROCHA, individually and d/b/a SOLTV and STREAM SOLUTIONS,)	
)	
Defendant.)	
_____	/	

PLAINTIFFS’ ORIGINAL COMPLAINT

Plaintiffs DISH Network L.L.C. (“DISH”) and NagraStar LLC (“NagraStar” and, collectively with DISH, “Plaintiffs”) bring this action against Defendant Carlos Rocha individually and d/b/a SolTV and Stream Solutions (hereinafter “Defendant” or “Rocha”), and state as follows:

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. Defendant is an individual doing business in the district and may be served at 408-2522 Keele Street, Toronto, Ontario, Canada, M6L 0A2, or at 455 Rogers Road, Toronto, Ontario, Canada, M6M 1A6, or at 305-150 Rosemount Ave., Toronto, Ontario, Canada, M9N 3B9, or wherever he may be found. Based upon Plaintiffs’ investigation to date, Defendant also

uses various aliases or pseudonyms in an effort to conceal his identity including: Carlos Manuel Rocha, Manuel Rocha, and Fernandez Manuel DaRocha.

4. Defendant is the controlling operator of SolTV, Stream Solutions, and other similar pirate streaming services. Defendant oversees the day-to-day operations and makes the final decisions concerning the business of SolTV and Stream Solutions. Defendant authorizes, controls, participates in, and receives direct financial benefits from the infringing activities of SolTV and Stream Solutions, as alleged herein. The infringing acts that Defendant engaged in as an agent of SolTV and Stream Solutions were within the scope of that agency.

JURISDICTION AND VENUE

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

6. Defendant has conducted business in Florida and engaged in the wrongful conduct at issue in this Complaint in Florida and is therefore subject to this Court's personal jurisdiction.

7. Specifically, Defendant has ties to, did business with, received money from, and provided content stolen from DISH to individuals residing in this district operating pirate streaming services and against whom this Court has recently entered, in two separate cases, a Final Judgment and Permanent Injunction. The first of these two cases involved a pirate streaming service named SET TV (the "SET TV service"). The operators of the SET TV service resided in this division of this district, and on May 3, 2018, Plaintiffs filed suit against those operators in this district. *DISH Network L.L.C. v. SET Broadcast LLC*, Case No. 8:18-cv-1332-T-33AAS (M.D. Fla., Tampa Division) (the "SET TV Litigation"). The Court in the SET TV 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. (SET TV Litigation, Dkt. Nos. 15, 63.) Following a settlement between DISH and the SET TV defendants, the Court entered an Agreed Judgment and Injunction on October 24, 2018, permanently shutting down the SET TV service. (SET TV Litigation, Dkt. No. 84).

8. The second of the two piracy cases in this district where Defendant was providing content and receiving payments involved the Simply-TV pirate streaming service (the “Simply-TV service”). The operators of the Simply-TV service likewise resided in this division of this district and Plaintiffs filed suit against those operators in *DISH Network L.L.C. v. Droid Technology LLC*, Case No. 8:19-cv-672-WFJ-AEP (M.D. Fla., Tampa Division) (the “Simply-TV Litigation”). A Final Judgement and Permanent Injunction was signed in the Simply-TV Litigation on August 27, 2019, permanently shutting down the Simply-TV service. (Simply-TV Litigation, Dkt. No. 52).

9. In addition, as part of the Simply-TV litigation, it was discovered that Defendant had transferred thousands of dollars to Rago Holdings, LLC, a company owned by Florida resident, Richard Rago. The evidence demonstrated that Rago and Rago Holdings LLC have been actively involved in the creation and registration of shell entities utilized for sheltering illicit profits through transfers by and between similar piracy platforms, including those operated or supported by Defendant. (Simply-TV Litigation, Dkt. 42 at p. 7 [DISH Opp. to Third Party MPO], Dkt. 42-1 at paras. 8-10, 13(c)-(d), 14-15, 16(b)(i)-(ii) and Dkt. 42-2, Exs. 4-5, 9-10 [Boatman decl.], and Dkt. 43 [Endorsed Order Denying MPO]).

10. In addition, Defendant is engaged in ongoing involvement in: (1) trafficking in device codes, for commercial gain, that allow unauthorized access to DISH content in the same or similar fashion as SolTV and Stream Solutions; and (2) trafficking in device codes, for

commercial gain, that allow unauthorized access to DISH content in the same or similar fashion as he did for the SET TV service and the Simply-TV service, including to individuals residing and operating in this district in Florida.

11. Defendant is also subject to personal jurisdiction in this Court under Fed. R. Civ. P. 4(k)(1)(A) because Defendant purposefully directed his conduct towards, and purposefully availed himself of the privilege of conducting business activities within, the United States including the State of Florida by, among other things, using DISH accounts to acquire DISH's satellite broadcasts of television programming and then retransmitting such programming to subscribers and other pirate streaming services in the United States including the State of Florida, causing injury to DISH and NagraStar in the United States and the State of Florida. Alternatively, Defendant is subject to personal jurisdiction in this Court under Fed. R. Civ. P. 4(k)(2) because Defendant is not subject to personal jurisdiction in any state's courts of general jurisdiction and exercising personal jurisdiction over Defendant is consistent with the Constitution and laws of the United States.

12. Venue is appropriate in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Plaintiffs' claims occurred in this district and/or under § 1391(b)(3) because Defendant is subject to personal jurisdiction in this judicial district.

NATURE OF THE ACTION

13. Defendant has created and operates unauthorized pirate television streaming services and trafficking in device codes, for commercial gain, that allow unauthorized access to DISH content, stolen from DISH, under various brand names including, without limitation, SolTV and Stream Solutions. Further, Defendant uses SolTV, Stream Solutions, and, upon information and belief, numerous other brands and platforms, to traffic in, sell, and distribute

unauthorized and pirated programming content stolen from DISH, as well as device codes that allow others to access that content, to operators of other pirate streaming services, which content the pirate operators and Defendant then retransmit. These other pirate streaming services include the SET TV service and the Simply-TV service, described *infra*, as well as BimoTV, TVStreamsNow, OneStepTV, IbexTV, MagnumStreams, Prime Tyme TV, Lazer TV Streams, Griff TV, Flix Streams, and CantGetEnoughTV. Defendant's practice of trafficking in, selling, and distributing unauthorized and pirated programming content stolen from DISH, as well as trafficking in device codes that allow others unauthorized access to that content, both directly to subscribers in the instance of SolTV, Stream Solutions, and others like them, and directly to other pirate streaming services in the instance of SET TV and Simply-TV and others like them, is collectively referred to herein as "Defendant's pirate streaming services."

14. Defendant sells device codes to Defendant's pirate streaming services, which includes numerous television channels that were received without authorization from DISH's satellite service and that were subsequently retransmitted without authorization through Defendant's pirate streaming services. Defendant directly, and in concert and participation with others, obtain DISH's channels for retransmission on pirate streaming services without authorization from DISH. This has been judicially admitted by at least one such pirate, Wilmy Jimenez. *DISH Network L.L.C. v. BimoTV, LLC*, Case No. 2:19-cv-15975-KM-JBC (D. N.J.), Dkt. 18 at p. 2 § 5 [Agreed Mot. for J. & Permanent Inj.] (admission by Jimenez that Jimenez was provided stolen DISH programming by Defendant Rocha).

15. As set forth *infra*, Defendant has ties to, did business with, received money from, and provided content stolen from DISH to individuals residing in this division of this district operating pirate streaming services—the SET TV service and the Simply-TV service—and

against whom this Court has recently entered, in two separate cases, a Final Judgment and Permanent Injunction—the SET TV Litigation and the Simply-TV Litigation.

16. Defendant’s conduct of operating, trafficking in, selling, and distributing Defendant’s pirate streaming services and trafficking in device codes for those services violates the Federal Communications Act (“FCA”), 47 U.S.C. §§ 605(a) and 605(e)(4).

DISH’S SATELLITE TELEVISION PROGRAMMING

17. 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.

18. 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.

19. 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 content includes, among hundreds of others, the following channels: Cooking, TruTV, Showtime, Showtime East, Starz, Starz East, Starz West, Starz Comedy, WeTV, Cinemax, Cinemax West, ESPN Deportes, HBO, HBO East, MLB Network, BeIn Spanish, NHL, NFL Redzone, and Bravo (collectively, the “DISH programming”).

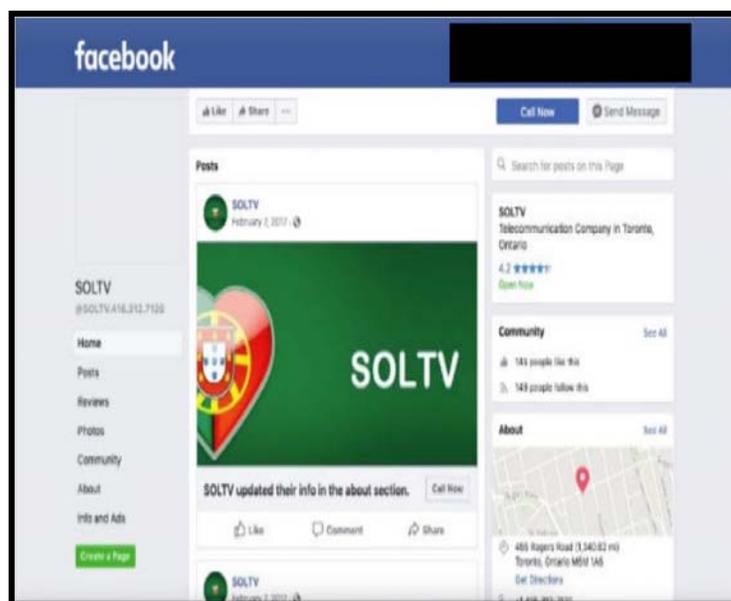
20. NagraStar provides smart cards and other proprietary security technologies that form a conditional access system used to authorize receipt of the DISH programming.

21. 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 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.

DEFENDANT'S WRONGFUL CONDUCT

22. Defendant has engaged in improper acts and practices for the purpose of obtaining DISH programming and distributing it to subscribers of Defendant's pirate streaming services, in violation of the FCA, 47 U.S.C. §§ 605(a) and 605(e)(4).

23. Defendant operated and, upon information and belief, continues to operate, pirate streaming services branded SolTV and Stream Solutions, along with what is believed to be numerous other pirate streaming services similar to these services. Defendant advertised and sold device codes that facilitated access to Defendant's pirate streaming services through online forums, domains, and social media websites such as Facebook:



24. Defendant's SolTV streaming service was also advertised and sold on the website www.soltv.ca. Through this website, Defendant advertised and sold device codes for accessing the SolTV streaming service for \$25.00 per month, and advertised the pirate service as inclusive of "premium channels".

25. The DISH programming is and has been transmitted on Defendant's pirate streaming services without authorization from DISH. The DISH programming is and has been procured from DISH's satellite television service without authorization from DISH. The DISH programming was distributed to subscribers of Defendant's pirate streaming services for Defendant's benefit and the benefit of those subscribers who were not entitled to receive the DISH programming. During testing of Defendant's pirate streaming services, encoded messages transmitted as part of DISH's satellite feeds were observed on the DISH programming retransmitted on Defendant's pirate streaming services, confirming that the DISH programming originated from a DISH satellite signal.

26. As set forth *supra*, Defendant advertises and sells device codes to Defendant's pirate streaming services. After receiving the initial payment, Defendant and/or others working at the direction of Defendant, provides the end user with instructions and device codes that can be used to add the service to various streaming devices. At this point, the end user can receive unauthorized programming using Defendant's pirate streaming services, including the DISH programming. Upon information and belief, Defendant has sold hundreds of thousands or more device codes and subscriptions to Defendant's pirate streaming services.

27. Defendant directly engages in, aids and abets, and is acting within the scope of a principal-agent relationship with other persons that are receiving and retransmitting the DISH programming on Defendant's pirate streaming services. Specifically, in connection with DISH's

investigation of the pirate streaming services operated by Wilmy Jimenez, including BimoTV, TVStreamsNow, OneStepTV, IbexTV, and MagnumStreams, DISH discovered that a DISH account registered to SolTV's email address of info@soltv.ca was being used to provide the pirated DISH content sold through BimoTV. This discovery led to the identification of additional DISH accounts (sharing the same Canadian issued debit and credit cards for payment and also registered to SolTV email addresses) which were being used to rebroadcast the pirated DISH content over Jimenez's pirate streaming services. DISH's investigation further revealed that the DISH accounts supplying DISH content to Jimenez's pirate streaming services were accessed and managed through multiple IP addresses registered under one of Defendant's alias "Fernandez Manuel DaRocha" at 455 Rogers Road, N. York, Ontario CAN M6M 1A6, the physical address of SolTV.

28. Defendant also trafficked in device codes to the SET TV service and Simply-TV service in violation of the FCA, 47 U.S.C. §§ 605(a) and 605(e)(4). In the SET TV Litigation and the Simply-TV Litigation this Court found that trafficking in device codes for those services constituted violations of the FCA. (SET TV Litigation, Dkts. 15, 84; Simply-TV Litigation, Dkts. 7, 52.) Defendant is believed to have trafficked in and continues to traffic in device codes in concert with numerous other pirate streaming services, similar to the SET TV service and the Simply-TV service, including but not limited to BimoTV, TVStreamsNow, OneStepTV, IbexTV, MagnumStreams, Prime Tyme TV, Lazer TV Streams, Griff TV, Flix Streams, and CantGetEnoughTV, all in violation of the FCA.

29. Defendant's wrongful conduct has caused irreparable harm to Plaintiffs for which there is no adequate remedy at law. Defendant's acts have resulted in providing an unknown number of Defendant's subscribers with unauthorized access to DISH programming, resulting in

an unknown amount of revenues being diverted from Plaintiffs and an unknown amount of profits being received by Defendant. In addition to lost revenue, Defendant's actions cause harm to Plaintiffs in the form of reputational damage and loss of goodwill.

30. Defendant's wrongful conduct in providing unauthorized DISH programming for the SET TV service, discussed *infra*, and a conservative amount of resulting damages is detailed in *DISH Network L.L.C. v. SET Broadcast LLC*, Case No. 8:18-cv-1332-T-33AAS (M.D. Fla., Tampa Division), Dkt. 83 at pp. 3-4 § 10 [Agreed Mot. for J. & Permanent Inj.] and Dkt. 84 at pp. 1-2 § 2 [Final J. & Permanent Inj.], and includes statutory damages of \$90,199,000, which is calculated at \$500 for each of the 180,398 discovered SET TV subscribers. The foregoing damages 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 violation.

31. Further, Defendant's wrongful conduct in providing unauthorized DISH programming for the Simply-TV service, discussed *infra*, and a conservative amount of resulting damages is detailed in *DISH Network L.L.C. v. Droid Technology LLC*, Case No. 8:19-cv-672-WFJ-AEP (M.D. Fla., Tampa Division), Dkt. 49 at p. 4 § 11.a [Agreed Mot. for Final J. & Permanent Inj.] and Dkt. 52 at p. 1 § 2 [Final J. & Permanent Inj.], and includes statutory damages of thirty million dollars (\$30,000,000), which is calculated at \$750 for each of the approximately 40,000 device codes sold to access the Simply-TV streaming service. The foregoing damages 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 violation.

32. Defendant's wrongful conduct in providing unauthorized DISH programming to Wilmy Jimenez, discussed *infra*, and a conservative amount of resulting damages is detailed in *DISH Network L.L.C. v. BimoTV, LLC*, Case No. 2:19-cv-15975-KM-JBC (D.N.J.), Dkt. 18 at p. 2 § 5 [Agreed Mot. for J. & Permanent Inj.] and Dkt. 22 at p. 1 § 2 [Agreed J. & Permanent Inj.], and includes statutory damages of eighteen million seven hundred fifty thousand dollars (\$18,750,000), which is calculated at \$750 for each of the approximately 25,000 device codes sold by Jimenez using content provided by Defendant Rocha to access unauthorized streaming services. The foregoing numbers as they relate to Defendant's provision of DISH programming to Jimenez alone 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.

CLAIMS FOR RELIEF

COUNT I

Violation of the Federal Communications Act, 47 U.S.C. § 605(a) – By DISH

33. DISH repeats and incorporates the allegations in paragraphs 1-32 above.

34. Defendant or persons acting in concert or participation with him received DISH's transmissions of the DISH programming and retransmitted those communications or the content

therein without authorization from DISH and for the benefit of Defendant and his subscribers and resellers, in violation of 47 U.S.C. § 605(a).

35. Defendant's sale and distribution of device codes to Defendant's pirate streaming services assist end users in receiving DISH's transmissions of the DISH Programming and the content therein, without having authorization from DISH and for the benefit of Defendant and end users of Defendant's pirate streaming services, in violation of 47 U.S.C. § 605(a).

36. Defendant has been violating 47 U.S.C. § 605(a) willfully and for purposes of commercial advantage and private financial gain.

37. Defendant knew or should have known his actions were illegal and prohibited. Such violations have caused damage to DISH in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendant 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) – By All Plaintiffs

38. Plaintiffs repeat and incorporate the allegations in paragraphs 1-32 above.

39. Defendant sells and distributes device codes and related software and support used for accessing Defendant's pirate streaming services in violation of 47 U.S.C. § 605(e)(4). Defendant intends for these device codes and related software and support to be used in receiving the DISH programming and its content, without having authorization from DISH and for the benefit of Defendant and end users of Defendant's pirate streaming services, which activity violates 47 U.S.C. § 605(a). Upon information and belief Defendant has sold hundreds of thousands of device codes to Defendant's pirate streaming services.

40. Defendant violated 47 U.S.C. § 605(e)(4) willfully and for purposes of commercial advantage and private financial gain.

41. Defendant knew or should have known his actions were illegal and prohibited. Such violations have caused damage to Plaintiffs in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendant will continue to violate 47 U.S.C. § 605(e)(4).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

A. For a grant of permanent injunctive relief under 47 U.S.C. § 605(e)(3)(B)(i) against Defendant, 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 satellite transmissions or the television programming contained therein without authorization, including transmitting DISH programming or its content over the Internet or by other means, or distributing DISH programming or its content to persons not authorized by DISH to receive or view that programming or channel; and

2. manufacturing, assembling, modifying, importing, exporting, selling, or distributing subscriptions or passcodes to Defendant's pirate streaming services, streaming devices, or any other device or equipment that is intended for receiving or assisting in receiving DISH's satellite transmissions, DISH Programming, or its content without authorization;

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

C. For an order requiring removal of Defendant's advertisements and social media pages concerning Defendant's pirate streaming services, and an order requiring transfer of Defendant's websites concerning Defendant's pirate streaming services and any similarly unauthorized services to Plaintiffs;

D. For an order directing Defendant to preserve and turn over to Plaintiffs all hard copy and electronic records concerning subscriptions or passcodes to Defendant's pirate streaming services, or any similar product, including manufacturers, exporters, importers, dealers, or purchasers of such products, or any persons involved in receiving DISH's satellite transmissions or the programming contained therein without authorization;

E. Award DISH the greater of its actual damages together with any profits made by Defendant 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 that amount by up to \$100,000 for each violation, in accordance with 47 U.S.C. § 605(e)(3)(C)(ii);

F. Award Plaintiffs the greater of their actual damages together with any profits made by Defendant 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);

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

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

I. 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

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

Dated: December 18, 2020

Respectfully submitted,

/s/ James A. Boatman Jr.

James A. Boatman, Jr.

Florida Bar No. 0130184

BOATMAN RICCI, P.A.

3021 Airport-Pulling Road North, Suite 202

Naples, Florida 34105

Telephone: (239) 330-1494

Email: courtfilings@boatmanricci.com

Attorneys for Plaintiffs DISH Network L.L.C.
and NagraStar LLC