

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 MOTION FOR ENTRY OF JUDGMENT AND PERMANENT
INJUNCTION AGAINST DEFENDANT CARLOS ROCHA**

Plaintiffs DISH Network L.L.C. and NagraStar LLC (collectively, "DISH"), and Defendant Carlos Rocha (hereinafter "Defendant"), respectfully move for the Court's entry of an agreed judgment and permanent injunction against Defendant as set forth below:

1. 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").

2. DISH filed this case against Defendant on December 18, 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 and subscriptions for various IPTV services providing unauthorized access to DISH's programming or content, including SolTV, SET TV, Simply-TV, BimoTV, TVStreamsNow, OneStepTV, IbexTV, MagnumStreams, Prime Tyme TV, Lazer TV Streams, Griff TV, Flix Streams, and CantGetEnoughTV (collectively referred to herein as the "Unauthorized Streaming Services"). (Dkt. 1.)

3. Pursuant to terms of a settlement agreement negotiated between the parties, the parties agree that entry of an agreed judgment and permanent injunction is now appropriate. The specific terms of the 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 \$585,028,500 which are calculated based on the number of device codes linked to Defendant and/or 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.

4. The parties request that the Court sign the proposed Agreed Judgment and Permanent Injunction being filed concurrently herewith.

Jointly Submitted on this 2nd day of May, 2022

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Defendant

RULE 3.01(g) CERTIFICATE

Filing Attorney certifies that Defendant and Plaintiffs conferred and jointly submit this agreed motion.

CERTIFICATE OF SERVICE

I certify that on May 2, 2022, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail and email to the following non-CM/ECF participant:

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