

3) manufacturing, assembling, modifying, importing, exporting, selling, or otherwise distributing any device, software code, software program, service or application that is intended for receiving or assisting in receiving DISH satellite signals, DISH OTT signals, or the Protected Content; and

4) advertising, marketing, or promoting the unauthorized reception of the DISH satellite signals, OTT signals, or the Protected Content.

4. This permanent injunction takes effect immediately.

5. Defendant shall pay damages to DISH in the amount of two million dollars (\$2,000,000) which represents ten thousand dollars (\$10,000) per violation of 47 U.S.C. § 605(e)(4). *See* 47 U.S.C. § 605(e)(3)(C)(ii).

6. Each party is to bear its own attorney's fees and costs.

7. The Court retains jurisdiction over this action for a period of two years for the purpose of enforcing this final judgment and permanent injunction.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: _____

Hon. Mary S. Scriven
United States District Judge