UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DISH NETWORK L.L.C.,

Plaintiff,

- against -

IDRISS ELKASMI (a/k/a IDRISS EL-KASMI), MAKREM SALEM, BOUZIANE EL HARCHAOUI, ALI EZZAARY, and DOES 1-10,

Defendants.

Case No. 1:26-cv-01350-MKV

DECLARATION OF ADAM I. RICH IN SUPPORT OF PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AND PERMANENT INJUNCTION

Adam I. Rich declares under penalty of perjury as follows:

1. I am a Counsel at the law firm Davis Wright Tremaine LLP, attorneys of record for Plaintiff DISH Network L.L.C. ("DISH") in the above captioned action. Pursuant to Local Civil Rule 55.2 and Exhibit A of this Court's Individual Rules of Practice in Civil Cases, I respectfully submit this Declaration in support of DISH's motion for default judgment against defendants Idriss Elkasmi and Makrem Salem (together, "Defendants"), an award of $21,150,000 in statutory damages, and a permanent injunction.

Brief Description of the Nature of the Claim

2. This is a copyright infringement arising from Defendants' operation of a global pirate television service called DMTN IPTV (the "Infringing Service"). Defendants infringe DISH's copyrights on a massive scale by unlawfully transmitting and publicly performing in the United States, certain television channels (the "Protected Channels"), and the copyrighted programs on those channels, that are—or were during the relevant period—exclusively licensed to DISH in the United States. The Infringing Service continuously streams this content to its customers in the United States, twenty-four hours per day, seven days per week. Defendants have

continued to operate the Infringing Service even after receiving sixty-eight cease-and-desist notices from DISH.

Basis for the Court's Subject Matter Jurisdiction

3. The Court has subject matter jurisdiction over DISH's claim against Defendants pursuant to 28 U.S.C. §§ 1331 and 1338 because they arise under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*

Basis for the Assertion of Personal Jurisdiction over Defendants

4. Personal jurisdiction over each of the Defendants is proper, as they have each purposefully directed their conduct towards, and have purposefully availed themselves of, the privileges of conducting business activities within this state by, among other things, transmitting, selling, and supplying the Infringing Service to Defendants' customers in the Southern District of New York, deriving substantial revenue from the use in this state and this district of the Infringing Service, and causing injury to DISH in this state and in this district. Am. Compl. ¶¶ 17, 44-45. Personal jurisdiction over Defendants is also proper because during the relevant time period, they claimed to be maintaining offices in New York. *Id.* Alternatively, to the extent that Defendants are not otherwise subject to personal jurisdiction in any state's courts of general jurisdiction, the exercise of personal jurisdiction over that Defendant is proper pursuant to Fed. R. Civ. P. 4(k)(2) because DISH's claims arise under federal law, and the exercise of jurisdiction is consistent with the United States Constitution and United States law.

Required Statements About Defendants

5. Neither Defendant is an infant.

6. Neither Defendant is incompetent.

7. Defendants are foreign nationals and not members of the U.S. military. Thus, the Servicemembers Civil Relief Act, 50a U.S.C. § 521, does not apply here.

Basis For Entering Default Judgment

8. The legal and factual bases for entering default judgment is set forth in DISH's memorandum of law. The following additional information is provided to further comply with Exhibit A of the Court's Individual Practices.

9. Service of the Summons and Amended Complaint. On June 18, 2026, the Court granted DISH's motion to serve process on Defendants by RPost registered email. *See* Dkt. 21(the "Order"). The Court's Order further directed Defendants to respond to the Amended Complaint by July 16, 2026. On June 25, 2026, DISH served the summons and amended complaint—together with a copy of the Order—on Defendants by RPost registered email. Attached hereto as **Exhibit A** is a true and correct copy of the Certificate of Service. Both Elkasmi and Salem personally acknowledged in separate emails to the undersigned that they did in fact receive these papers.

10. Certification of Defendants' Default. Defendants failed to respond to DISH's Amended Complaint by July 16, 2026. On August 14, 2026, the Clerk of Court certified Defendants' default. Attached hereto as **Exhibit B** is a true and correct copy of the Clerk's Certificate of Default.

11. The Court May Appropriately Enter Damages Against Defendants. The Amended Complaint names two additional individual defendants, as well as other defendants identified as Does 1-10, whose identities are not currently known to DISH. Even though this motion is applicable to fewer than all of the defendants, the Court may appropriately order a default judgment on the issue of damages against Elkasmi and Salem because DISH anticipates voluntarily dismissing the other defendants if this motion is granted.

12. Proposed Damages. As set forth in DISH's memorandum of law, pursuant to 17 U.S.C. § 504(c), DISH seeks maximum statutory damages of $150,000 per work for Defendants' willful infringement of 141 registered television programs that aired on the Protected Channels. This request amounts to **$21,150,000** (*i.e.*, $150,000 x 141 Registered Works).

13. Attached hereto as **Exhibit C** are printouts from the website of the U.S. Copyright Office reflecting the registration of each Registered Work.

14. DISH also asks that Defendants be ordered to pay post-judgment interest "at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment." 28 U.S.C. § 1961(a). DISH is *not* seeking to recover its attorneys' fees and costs, even though it is entitled to do so pursuant to 17 U.S.C. § 505.

15. Legal Authority For Proceeding Without an Inquest. The Court is not required to hold an inquest to enter an award for statutory damages under the Copyright Act. "Rule 55(b)(2) and relevant case law give district judges much discretion in determining when it is necessary and proper to hold an inquest on damages." *Cement & Concrete Workers Dist. Council Welfare Fund v. Metro Found. Contractors, Inc.*, 699 F.3d 230, 234 (2d Cir.2012). "The Second Circuit has held that a court is not required to hold a hearing where it has 'ensured that there was a basis for the damages specified in the default judgment.'" *Hounddog Prods., L.L.C. v. Empire Film Grp., Inc.*, 826 F. Supp. 2d 619, 627 (S.D.N.Y. 2011) (quoting *Transatlantic Marine Claims Agency, Inc. v. Ace Shipping Corp.*, 109 F.3d 105, 111 (2d Cir.1997). *See also Fustok v. ContiCommodity Servs., Inc.*, 873 F.2d 38 (2d Cir. 1989) (affirming trial court's decision under Fed. R. Civ. P. 55(b) not to hold hearing on damages where the plaintiff's documentary evidence was sufficient to support damages award). Where (as here) the complaint alleges facts to support a maximum statutory

damages award of $150,000 per work for willful infringement, the Court can award such damages without an inquest. *Houndog Prods.*, 826 F. Supp. 2d at 627 (on motion for default judgment, awarding maximum statutory damages without holding an inquest); *DISH Network L.L.C. v. 786 Wireless World, Inc.*, No. 21-CV-5730-AMD-RML, 2024 WL 1092490 (E.D.N.Y. Mar. 13, 2024) (maximum statutory damages of $26,850,000 awarded on default judgment motion without an inquest); *DISH Network L.L.C. v. Kumar*, No. 21-CV-6730(JPO), 2022 WL 5108085, at *2–3 (S.D.N.Y. Oct. 4, 2022) (maximum statutory damages of $26,550,000 awarded on default judgment motion without an inquest). *See also Agence France Presse v. Morel*, No. 10–cv–2730 (AJN), 2014 WL 3963124, at *10 (S.D.N.Y. Aug 13, 2014) ("In the context of the Copyright Act, it is clear that statutory damages can be awarded even in the absence of sufficient evidence supporting actual damages.") (citation omitted).

16. Here, DISH has set forth ample facts evidencing Defendants' willfulness, and the need for a significant award that will deter other egregious infringers. *See Houndog Prods.*, 826 F. Supp. 2d at 627 ("[B]ecause Plaintiffs' submissions provide an adequate basis for the damages sought in the default judgment, no hearing is required.").

17. Attached hereto as **Exhibit D** is a proposed order to show cause.

18. Attached hereto as **Exhibit E** is a Proposed Default Judgment and Permanent Injunction.

Dated: November 13, 2026
New York, New York

/s/ Adam I. Rich
Adam I. Rich

EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DISH NETWORK L.L.C.,

Plaintiff,

- against -

IDRISS ELKASMI (a/k/a IDRISS EL-KASMI), MAKREM SALEM, BOUZIANE EL HARCHAOUI, ALI EZZAARY, and DOES 1-10,

Defendants.

Case No. 1:26-cv-01350-MKV

[PROPOSED] DEFAULT JUDGMENT AND PERMANENT INJUNCTION ORDER

J. MARY KAY VYSKOCIL, District Judge

Plaintiff DISH Network L.L.C. ("DISH") moves for default judgment against Defendants Idriss Elkasmi ("Elksasmi") and Makrem Salem ("Salem") (together, "Defendants")—as well as for an award of $21,150,000 in statutory damages pursuant to 17 U.S.C. § 504, and a permanent injunction pursuant to 17 U.S.C. § 502. Having considered the submissions in support of DISH's motion, and the pleadings on file, the Court **GRANTS** the motion, enters judgment by default against the Defendants, and finds:

1. For purposes of this Default Judgment and Permanent Injunction, the following definitions shall apply:

a. "Protected Channels" means: Al Hayah 1 (aka Al Hayat 1); ART Aflam 1; ART Aflam 2; ART Cima; ATN Bangla; ATN News; B4U Movies; CBC; CBC Drama; Hekayat; LBC; LBCI (aka LDC); Melody Aflam; Melody Classic; NTV Bangla; SAB; Sahara One; Sahara Samay; SET Max; SET (aka Sony SET); Times Now; and Zoom;

b. "Registered Works" means the 141 copyrighted television programs that aired on the Protected Channels, are registered with the U.S. Copyright Office, and are listed in Exhibit 1 to the Amended Complaint ("Am. Compl."), Dkt. 15-1;

c. "DISH's Copyrighted Programming" means each of those audiovisual or motion picture works, or portions thereof, whether now in existence or later created, in which DISH (or any parent, subsidiary, or affiliate of DISH) owns or controls an exclusive right under the United States Copyright Act, 17 U.S.C. §§ 101 *et seq*. (the "Copyright Act"), including without limitation the Registered Works and the additional unregistered works listed in Exhibit 2 to the Amended Complaint, Dkt. 15-2;

d. "Comparable Service" shall mean any service, website or application that contains, connects to, offers for download, transmits, assists in the transmission of, streams, hosts, provides access to, or otherwise distributes or publicly performs, directly or indirectly, by means of any device or process, any of DISH's Copyrighted Programming.

2. This Court has personal jurisdiction over Defendants and jurisdiction over the subject matter at issue pursuant to 28 U.S.C. §§ 1331 and 1338. This Court has continuing jurisdiction to enforce the terms and provisions of this Default Judgment and Permanent Injunction.

Defendants Are Liable for Copyright Infringement

3. DISH's copyrights in the Protected Channels are valid and enforceable. DISH holds, or held during the relevant time period, the exclusive rights to distribute and publicly perform

in the United States, by means including satellite, OTT, IPTV, and the internet, the programs that make up the Protected Channels.[1]

4. Since at least 2021, Defendants have operated a global pirate television service, branded to customers in the Southern District of New York and throughout the United States by various names, including DMTN IPTV (the "Infringing Service"). Defendants use the Infringing Service to knowingly and unlawfully transmit and publicly perform in the United States television channels (and the copyrighted programs that air on those channels) originating from countries including Bangladesh, Brazil, Egypt, France, India, Italy, Japan, Lebanon, Pakistan, Poland, Qatar, and Saudi Arabia that are or were exclusively licensed to DISH in the United States.

5. Defendants sell subscriptions to the Infringing Service that enable customers in the United States (the "Service Users") to access and view infringing streams of DISH's Copyrighted Programming twenty-four hours per day, seven days per week.

6. Defendants directly infringe DISH's exclusive rights to publicly perform the Protected Channels, and the copyrighted programs that make up the Protected Channels, in the United States, in violation of the Copyright Act. Specifically, Defendants infringed the 141 Registered Works, as well as a vast number of additional programs that aired on the Protected Channels, whose episodes are each copyrighted works to which DISH holds or held exclusive distribution and public performance rights, and for which not all episodes have been registered with the United States Copyright Office. *See* Am. Compl. Ex. 2.

[1] DISH's exclusive rights as to the Protected Channels are currently in effect, with the exception of certain channels for which DISH's exclusive rights expired on November 29, 2023 (Al Hayah 1; ART Aflam 1; ART Aflam 2; ART Cima; Hekayat; LBC; and LBCI); certain channels for which DISH's exclusive rights expired on February 7, 2024 (ATN Bangla and ATN News); and certain channels for which DISH's exclusive rights expired on April 3, 2024 (Sony SET, and SAB). *See* Am. Compl. ¶ 22 n.5.

7. Defendants committed the following acts with actual knowledge that their activities constituted direct infringement of DISH's exclusive rights under the Copyright Act:

a. capturing the copyrighted programs that make up the Protected Channels and converting them to internet-friendly formats;

b. transmitting the copyrighted programs that make up the Protected Channels to Service Users in the United States; and

c. unlawfully publicly performing in the United States the copyrighted programs that make up the Protected Channels.

8. In addition to the acts set forth above, Defendants each personally managed and operated critical aspects of the Infringing Service. For example, Salem managed an account with a company that hosted the server used by the Infringing Service to store and transmit its television programming. Elkasmi took the lead in communicating with Service Users and potential customers, including by directing them where to send payment.

9. Defendants' infringement of DISH's exclusive rights in each copyrighted program constitutes a separate and distinct act of copyright infringement in violation of the Copyright Act.

10. For the foregoing reasons, each of the Defendants is liable for copyright infringement.

Damages

11. Defendants knowingly enabled, encouraged and facilitated the infringement described above.

12. Defendants are jointly and severally liable for each act of infringement described above because they personally directed, authorized, supervised, or participated in, and financially benefited from, such infringing conduct.

13. Defendants' actions were willful, malicious, intentional, and purposeful, and in disregard of and with indifference to the rights of DISH. Between 2021 and 2025, Defendants received sixty-eight cease-and-desist notices from DISH, each of which identified DISH's protected works and notified Defendants that the Infringing Service infringed DISH's exclusive rights under the Copyright Act. Defendants defiantly continued their infringing activities even after receiving these notices. Defendants also took elaborate measures to conceal their identities, and to issue false receipts stating that their sales of subscriptions to the Infringing Service were sales of other goods (*i.e.*, leather backpacks). Moreover, even after both of the Defendants acknowledged receipt of the Amended Complaint in this action, they still continued to operate the Infringing Service. These actions evidence Defendants' actual knowledge that their activity was unlawful. Their infringement was egregious and willful.

14. Pursuant to 17 U.S.C. § 504(c), Defendants are hereby ordered to pay damages to DISH, jointly and severally, in the amount of **$21,150,000**, which constitutes $150,000 for each of DISH's 141 Registered Works.

15. Defendants are also ordered to pay post-judgment interest "at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment." 28 U.S.C. § 1961(a).

Permanent Injunction

16. Unless enjoined by the Court, Defendants are highly likely to continue engaging in acts that cause substantial and irreparable injury to DISH, including damage to DISH's reputation, loss of goodwill, and lost sales, for which there is no adequate remedy at law. Defendants' past attempts to evade enforcement of copyright laws, and to otherwise avoid

accountability for their unlawful actions, justify entry of a permanent injunction to ensure that they do not continue and/or resume their infringing activities.

17. Defendants, and all of their agents, servants and employees, and all those persons and entities acting in active concert or participation with Defendants (including but not limited to parties that procure or provide sales; distribution; primary and backup storage services; web, server or file hosting; or social media services on behalf of Defendants) and all persons and entities who receive actual notice of this Order (collectively, the "Enjoined Parties") are immediately and permanently enjoined from engaging in any of the following activities:

a) reproducing, distributing, publicly performing, and/or in any way transmitting DISH's Copyrighted Programming unless authorized by DISH in a signed, written agreement;

b) inducing, encouraging, causing, facilitating, and/or materially contributing to the unauthorized reproduction, distribution, public performance, and/or transmission by others of DISH's Copyrighted Programming;

c) distributing, selling, advertising, marketing, or promoting the Infringing Service or any Comparable Service, or any product (including set-top boxes, applications, or software) used to access the Infringing Service or any Comparable Service;

d) providing or controlling servers that contain any of DISH's Copyrighted Programming; or

e) otherwise infringing DISH's rights in DISH's Copyrighted Programming, whether directly, contributorily, vicariously or in any other manner.

18. Defendants and all of their agents, servants and employees, are permanently enjoined from enabling, assisting or consulting with other persons or entities to do any of the

activities described in ¶¶ 17(a)-(e) above, including but not limited to entering into any agreement or transaction whatsoever to sell, lease, license, assign, convey, distribute, loan, encumber, pledge or otherwise transfer, whether or not for consideration, any part of the system, software, source code, data file, other technology, domain names, trademarks, brands, or files used in connection with the Infringing Service or any Comparable Service.

19. As the Court has personal jurisdiction over Defendants and has concluded that the conduct of Defendants infringes DISH's Copyrighted Programming in the United States under the copyright laws of the United States, this Permanent Injunction enjoins the conduct of Defendants wherever they may be found.

20. Third parties who provide web, server or file hosting services, data center or colocation services, or primary and backup storage services (including but not limited to cloud storage services), or who provide services used in connection with any activities enjoined under Paragraph 17 hereinabove, including but not limited to back-end service providers; service providers routing traffic or providing bandwidth; content delivery networks; domain name server systems; content hosting websites; search-based online advertising services (such as through paid inclusion, paid search results, sponsored search results, sponsored links, and internet keyword advertising); domain name registration privacy protection services; providers of social media services; user-generated and online content services; and data security services (including but not limited to denial-of-service attack prevention, firewall and proxy services)—and who receive actual notice of this Order—are immediately and permanently enjoined from providing such services to (i) any Enjoined Parties in connection with any of the activities enjoined under Paragraph 17 hereinabove; and (ii) any server, IP address, domain name or website used in

conjunction with the Infringing Service or any Comparable Service. For the avoidance of doubt, the third parties subject to this Permanent Injunction include (but are not limited to):

Third Party	Role	Location of Enjoined Content/Domain To Be Disabled
IPv4 Superhub Limited (Hong Kong),	Registrant of server IP address	45.155.90.76 (AS141718) 45.155.90.16 (AS141718)
ISTQSERVERS	Upstream provider of network that provides access to server IP address	45.155.90.76 (AS141718) 45.155.90.16 (AS141718)
GoDaddy.com, LLC,	Registrar for authentication and content server	dmtn-tv.com
OVH SAS	Registrar and DNS provider for authentication and content server	one-x.best smart-tv.cc
Hostinger International Ltd,	Web host, Infringing Service website	dmtn8k.com
Key-Systems GmbH	Registrar, Infringing Service website	dmtn8k.com
Veeble Hosting	Web host, Infringing Service website	iptv-subscription.com (AS60558) smart-iptv.info (AS20454)
WhatsApp (Meta)	Provider of social media channels used by Infringing Service to communicate with customers	+1 816 683 1663 +212 668-815197
PDR Ltd.	Registrar, Infringing Services Website	iptv-subscription.com, smart-iptv.info
Google (Gmail)	Email provider for contact address used by Infringing Service	dmtniptvserver@gmail.com
tawk.to	Provider for live chat function on Infringing Service's website	iptv-subscription.com

21. The domain name registrars and registrants holding or listing the domain names dmtn-tv.com, one-x.best, smart-tv.cc, dmtn8k.com, iptv-subscription.com, smart-iptv.info, or any other domain names used (now or in the future) in connection with the activities enjoined under the paragraphs hereinabove (including but not limited to GoDaddy.com, LLC, OVH SAS, Key-Systems GmbH, PDR Ltd.), who receive actual notice of this Order, shall (1) disable those domains, or any subset of these domain names specified by DISH, through a registry hold or otherwise, and make them inactive and non-transferable other than by or to DISH; and (2) at the direction of DISH, transfer these domain names to DISH or DISH's ownership and control, including, *inter alia*, by changing the registrar of record to the registrar of DISH's choosing.

22. Personal service of this Order upon Defendants at the following email addresses is deemed sufficient notice to Defendants under Federal Rule of Civil Procedure 65 and pursuant to this Court's Order granting *nunc pro tunc* DISH's motion for leave to serve the Defendants by email (Dkt.21):

- Idriss Elkasmi (culedriss@gmail.com and info@fes.tours)
- Makrem Salem (makremkimo@gmail.com)

23. This Permanent Injunction shall bind the Enjoined Parties. Defendants shall provide a copy of this Permanent Injunction to their officers, agents, servants, employees, attorneys, principals, shareholders, members, current and future administrators or moderators of the Infringing Service or any Comparable Service associated with Defendants.

24. Violation of this Permanent Injunction shall expose Defendants, the Enjoined Parties and all other persons bound by this Permanent Injunction to all applicable penalties, including contempt of Court.

25. The Court finds there is no just reason for delay in entering this Default Judgment and Permanent Injunction and, pursuant to Fed. R. Civ. P. 54(a), the Court directs immediate entry of this Default Judgment and Permanent Injunction.

26. DISH may obtain discovery by providing actual notice, pursuant to subpoena or otherwise, of this Default Judgment and Permanent Injunction to any of: the Enjoined Parties, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them; and third parties providing services to the Enjoined Parties in connection with the Infringing Service or any Comparable Service.

27. The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Default Judgment and Permanent Injunction.

It is so ordered.

SIGNED on _____, _____

_____
Hon. Mary Kay Vyskocil
United States District Judge