

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

DISH NETWORK L.L.C., a Colorado  
Limited Liability Company, ECHOSTAR  
TECHNOLOGIES L.L.C., a Texas Limited  
Liability Company, and NAGRASTAR LLC,  
a Colorado Limited Liability Company,

Plaintiffs,

v.

GUSTAV DOBOS, an individual, and DOES  
1-10

Defendant.

Civil Case No.:

**JURY TRIAL DEMANDED**

**PLAINTIFFS' ORIGINAL COMPLAINT**

Plaintiffs DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar LLC, by and through their undersigned counsel, allege as follows:

**INTRODUCTION**

1. Plaintiffs bring this action against Defendants Gustav Dobos and Does 1-10 (“Defendants”) for unlawfully using DISH Network satellite receivers and access cards to obtain decryption keys or control words for unscrambling encrypted DISH Network satellite television programming, and for distributing those keys or control words over the internet in order to allow others to view DISH Network satellite television programming without authorization from or payment to Plaintiffs.

2. Defendants’ actions violate the Communications Act, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-21, and state law.

3. Plaintiffs bring this action to restrain these illegal activities and for other relief described in this Complaint.

**PARTIES**

4. 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, Arapahoe County. Plaintiff DISH Network L.L.C.'s sole member is DISH DBS Corporation, a Colorado Corporation, which in turn is an indirect wholly owned subsidiary of DISH Network Corporation, a Nevada Corporation. DISH Network Corporation is publicly owned and traded on the NASDAQ national market under the symbol "DISH."

5. Plaintiff EchoStar Technologies L.L.C. is a Texas limited liability company with its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112, Arapahoe County. Plaintiff EchoStar Technologies L.L.C.'s sole member is EchoStar Corporation, a Nevada Corporation. EchoStar Corporation is publicly owned and traded on the NASDAQ national market under the symbol "SATS." EchoStar is the designer and manufacturer of DISH Network satellite receivers described herein.

6. Plaintiff NagraStar LLC is a Colorado limited liability company with its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112, Arapahoe County. NagraStar is a joint venture between EchoStar Corporation and the Kudelski Group, a group of companies headquartered in Switzerland. Plaintiff NagraStar L.L.C.'s sole members are EchoStar Corporation and Kudelski SA. EchoStar Corporation is identified in paragraph 5 above. Kudelski SA has its principal place of business at 22-24, Route de Genève, 1033 Cheseaux, Switzerland and is listed on the SIX Swiss Exchange under the symbol "KUD."

NagraStar provides the technical measures that control access to DISH Network's copyrighted works described herein.

7. Upon information and belief, Defendant Gustav Dobos is a resident of Plymouth, Minnesota.

8. Upon information and belief, Does 1-10 are persons, the identity of whom is presently unknown to Plaintiffs but known to Defendant Gustav Dobos, who operated, assisted with, or participated in establishing or operating internet control word sharing servers, also known as internet key sharing or "IKS" servers, including but not limited to using access cards and receivers provided by Defendant Gustav Dobos to operate or support an IKS server, thereby facilitating the unauthorized reception of DISH Network programming without authorization from or payment to Plaintiffs.

#### **JURISDICTION AND VENUE**

9. This action arises under the federal Communications Act, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-21, and state law.

10. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331, 47 U.S.C. § 605(e)(3)(A), 17 U.S.C. § 1201(a), and 18 U.S.C. 2520(a), and has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over the state law claims asserted herein.

11. Personal jurisdiction and venue are proper in this District pursuant to 28 U.S.C. § 1391(b), because a substantial portion of the events or omissions giving rise to the claims herein occurred in this District and because Defendant Gustav Dobos resides in this District.

**FACTUAL BACKGROUND**

12. DISH Network is a satellite television company, delivering hundreds of channels movies, sports, and general entertainment services to consumers who have been authorized to receive such services after payment of a subscription fee (or in the case of a pay-per-view movie or event, the purchase price).

13. DISH Network contracts and pays for the distribution rights of copyrighted programming from networks, affiliates, pay and specialty broadcasters, cable networks, motion picture distributors, sports leagues, event promoters, and other content providers, including HBO, SHOWTIME, ESPN, Cinemax, and Disney.

14. Because DISH Network generates revenues through the sale of subscription packages and pay-per-view programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of DISH Network Programming, DISH Network's video channels, except for certain promotional channels, are all digitally secured and encrypted.

15. DISH Network digitally compresses and digitizes its satellite television programming and then encrypts (electronically scrambles) it before transmitting it to its customers in order to prevent unauthorized viewing of the programming by non-subscribers. DISH Network transmits its encrypted satellite signal to satellites above the earth, which in turn transmit the encrypted programming back down to customers who are equipped with DISH Network receiving equipment consisting of a small satellite dish and a DISH Network integrated receiver/decoder, also called a satellite receiver.

16. DISH Network's encrypted satellite signal is received by a customer's satellite dish and relayed by a cable wire to the consumer's DISH Network satellite receiver. Inside each

DISH Network satellite receiver is a removable credit-card sized access card that contains a microprocessor. On some newer models of satellite receiver, the access card is integrated directly into the satellite receiver itself and is not removable. This access card works with the receiver to decrypt or descramble the encrypted DISH Network satellite signal.

17. Each DISH Network satellite receiver and each access card are assigned unique serial numbers and those numbers are used by DISH Network when activating the satellite receiving equipment and to ensure that the equipment decrypts the DISH Network programming that the customer is authorized to receive as part of their subscription package and pay-per-view purchases.

18. When a DISH Network satellite receiver receives encrypted DISH Network satellite signals it locates a special part of the satellite transmission known as the encrypted entitlement control message and sends that encrypted entitlement control message to the access card in the satellite receiver. The access card checks to see what channels the customer is authorized to view as part of their subscription and provides the secret control word for those channels back to the satellite receiver. The satellite receiver uses the control word to descramble only those channels that the subscriber is authorized to see as part of their subscription package.

### **DEFENDANTS' WRONGFUL CONDUCT**<sup>1</sup>

19. Beginning at a time unknown and continuing to the present, Defendants have engaged in illegal and improper acts for the purposes of obtaining DISH Network satellite television programming and the encrypted control words that protect access to the copyrighted satellite television programming and distributing those control words over the internet.

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<sup>1</sup> Plaintiffs' allegations related to Defendants' wrongful conduct are based upon the investigation Plaintiffs have completed to date, upon information and belief, and with the reasonable belief that further investigation and discovery in this action will lead to additional factual support.

20. Upon information and belief, Defendants or others working in conjunction with Defendants operate an IKS server.

21. This IKS server has multiple DISH Network satellite receivers and/or access cards attached to it that are used to decrypt DISH Network satellite television programming and obtain the control words for decrypting that programming. The server gathers these now-unencrypted control words and sends them over the internet to end-users who use the control words to decrypt DISH Network satellite television programming without paying a subscription fee.

22. There are numerous black and gray market satellite receivers imported from Korea that are designed and programmed to use these stolen and decrypted control words to intercept and decrypt DISH Network satellite television programming by interacting with an IKS server.

23. On or about March 21, 2009, Defendant Gustav Dobos created a residential account for DISH Network satellite television service, using a purported residential service address at 17615 26<sup>th</sup> Ave., Plymouth, Minnesota 55447. Defendant Gustav Dobos activated four DISH Network satellite receivers and access cards associated with this account. Plaintiffs' investigation confirmed that at least three of the satellite receivers and access cards activated by Defendant Gustav Dobos are being used to supply Plaintiffs' control words to others in violation of federal and state law and the customer agreement.

24. Upon information and belief, Defendant Gustav Dobos created this residential account for the purpose of obtaining DISH Network television programming and control words and distributing those control words over an IKS server operated by Defendants and/or those acting in conjunction with Defendants.

25. At the time Defendant Gustav Dobos created this residential account, Defendant misrepresented to DISH Network that the intended purpose and use of DISH Network programming was private viewing. That is, Defendant Gustav Dobos contracted for residential television service when in truth and fact Defendant knew and intended to use DISH Network programming and access cards to supply the control words for television content to others over the internet and without Plaintiffs' authorization or consent and in violation of federal and state law, including DISH Network's rights under the customer agreement.

26. At the time Defendant Gustav Dobos created the residential account, Defendant misrepresented to DISH Network the intended location where DISH Network programming would be viewed. That is, Defendant Gustav Dobos supplied a purported residential service address when in truth and fact Defendant knew and intended that DISH Network programming would be viewed at multiple other locations that obtained the control words from the IKS server.

27. Defendants' wrongful conduct has caused and continues to cause significant and irreparable harm to Plaintiffs by depriving Plaintiffs of subscriber and pay-per-view revenues and other valuable consideration, compromising Plaintiffs' security and accounting systems, and interfering with Plaintiffs' prospective business relations.

**COUNT 1**

**RECEIVING AND ASSISTING OTHERS IN RECEIVING  
SATELLITE SIGNALS IN VIOLATION OF 47 U.S.C. § 605(a)**

28. Plaintiffs repeat and reallege the allegations in all preceding paragraphs as if fully set forth herein.

29. By distributing, retransmitting and re-broadcasting Plaintiffs' control words over the internet to others for their use in receiving and decrypting Plaintiffs' encrypted satellite signals, Defendants have received and assisted others in receiving Plaintiffs' encrypted satellite

transmissions of television programming and control words without authorization by Plaintiffs, in violation of 47 U.S.C. § 605(a).

30. Defendants' violations have injured Plaintiffs, including, by way of example, depriving Plaintiffs of subscription revenues and other valuable consideration, compromising Plaintiffs' security and accounting systems, and interfering with Plaintiffs' prospective business relations.

31. Defendants have violated 47 U.S.C. § 605(a) willfully and for purposes of direct or indirect commercial advantage or private financial gain.

32. Defendants knew or should have known that receiving or assisting other persons in receiving Plaintiffs' encrypted satellite transmissions of television programming and control words without authorization by or proper payment to Plaintiffs was and is illegal and prohibited. Such violations have caused and will continue to cause Plaintiffs irreparable harm, and Plaintiffs have no adequate remedy at law to redress any such continued violations. Unless restrained by this Court, Defendants will continue to violate 47 U.S.C. § 605(a).

## COUNT 2

### INTERCEPTING AND PROCURING OTHERS TO INTERCEPT SATELLITE SIGNALS IN VIOLATION OF 18 U.S.C. § 2511(1)(a)

33. Plaintiffs repeat and reallege the allegations in all preceding paragraphs as if set forth fully herein.

34. By distributing, retransmitting and re-broadcasting Plaintiffs' control words over the internet to others for their use in receiving and decrypting Plaintiffs' encrypted satellite signals, Defendants have intercepted, endeavored to intercept and/or procured others to intercept or endeavor to intercept Plaintiffs' encrypted satellite transmissions of television programming and control words, without authorization by Plaintiffs, in violation of 18 U.S.C. § 2511(1)(a).



35. Plaintiffs are persons whose wire, oral or electronic communications have been intercepted, disclosed and/or intentionally used by Defendants in violation of 18 U.S.C. § 2511(1)(a), and are authorized to recover damages and other relief in a civil action pursuant to 18 U.S.C. § 2520.

36. Defendants' violations have injured Plaintiffs, including, by way of example, depriving Plaintiffs of subscription revenues and other valuable consideration, compromising Plaintiffs' security and accounting systems, and interfering with Plaintiffs' prospective business relations.

37. Defendants violated 18 U.S.C. § 2511(1)(a) for tortious or illegal purposes, or for purposes of direct or indirect commercial advantage or private commercial gain.

38. Defendants knew or should have known that intercepting, endeavoring to intercept, and/or procuring others to intercept or endeavor to intercept Plaintiffs' encrypted satellite transmissions of television programming and control words, without authorization by Plaintiffs, was and is illegal and prohibited. Such violations have caused and will continue to cause Plaintiffs irreparable harm, and Plaintiffs do not have an adequate remedy at law to redress such continued violations. Unless restrained by this Court, Defendants will continue to violate 18 U.S.C. § 2511(1)(a).

### **COUNT 3**

#### **CIRCUMVENTING A TECHNOLOGICAL MEASURE THAT EFFECTIVELY CONTROLS ACCESS TO A COPYRIGHTED WORK IN VIOLATION OF 17 U.S.C. § 1201(a)(1)**

39. Plaintiffs repeat and reallege the allegations in all preceding paragraphs as if set forth fully herein.

40. By connecting or allowing the DISH Network satellite receivers and/or access cards used by Defendants to be connected to an IKS server, distributing, retransmitting and re-broadcasting Plaintiffs' control words over the internet to others for their use in receiving and decrypting Plaintiffs' encrypted satellite signals, Defendants circumvented, and/or assisted others in circumventing, a technological measure that effectively controls access to a copyrighted work without authorization by Plaintiffs, in violation of 17 U.S.C. § 1201(a)(1).

41. Defendants' violations have injured Plaintiffs, including, by way of example, depriving Plaintiffs of subscription revenues and other valuable consideration, compromising Plaintiffs' security and accounting systems, and interfering with Plaintiffs' prospective business relations.

42. Defendants violated 17 U.S.C. § 1201(a)(1) willfully and for purposes of purposes of direct or indirect commercial advantage or private commercial gain.

43. Defendants knew or should have known that circumventing technological measures that effectively control access to a copyrighted work without authorization by Plaintiffs, was and is illegal and prohibited. Such violations have caused and will continue to cause Plaintiffs irreparable harm, and Plaintiffs do not have an adequate remedy at law to redress such continued violations. Unless restrained by this Court, Defendants will continue to violate 17 U.S.C. § 1201(a)(1).

#### **COUNT 4**

#### **PROVIDING ASSISTANCE IN CIRCUMVENTING A TECHNOLOGICAL MEASURE THAT CONTROLS ACCESS TO A COPYRIGHTED WORK IN VIOLATION OF 17 U.S.C. § 1201(a)(2)**

44. Plaintiffs repeat and reallege the allegations in all preceding paragraphs as if set forth fully herein.

45. By connecting or allowing Defendants' DISH Network satellite receiver and/or access card to be connected to an IKS server, distributing, retransmitting and re-broadcasting Plaintiffs' control words over the internet to others for their use in receiving and decrypting Plaintiffs' encrypted satellite signals, Defendants offered, provided or otherwise trafficked in a technology, product, service, device, component or part thereof that (1) is primarily designed or produced for the purpose of circumventing a technological measure that effectively controls access to a copyrighted work, (2) has only limited commercially significant purpose or use other than to circumvent such technological measure, or (3) is marketed by Defendants or another acting in concert with Defendants for use in circumventing a technological measure that effectively controls access to a copyrighted work without authorization by Plaintiffs, in violation of 17 U.S.C. § 1201(a)(2).

46. Defendants' violations have injured Plaintiffs, including, by way of example, depriving Plaintiffs of subscription revenues and other valuable consideration, compromising Plaintiffs' security and accounting systems, and interfering with Plaintiffs' prospective business relations.

47. Defendants violated 17 U.S.C. § 1201(a)(2) willfully and for purposes of purposes of direct or indirect commercial advantage or private commercial gain.

48. Defendants knew or should have known that Defendants' conduct was and is illegal and prohibited. Such violations have caused and will continue to cause Plaintiffs irreparable harm, and Plaintiffs do not have an adequate remedy at law to redress such continued violations. Unless restrained by this Court, Defendants will continue to violate 17 U.S.C. § 1201(a)(2)

**COUNT 5**

**BREACH OF CONTRACT**

49. Plaintiffs repeat and reallege the allegations in all preceding paragraphs as if set forth fully herein.

50. Defendant Gustav Dobos entered into a Residential Customer Agreement with DISH Network that, among other things, limited Defendant's authorization to receive and view DISH Network television programming in the manner and for the purpose set forth in the Residential Customer Agreement. The Residential Customer Agreement restricts the use of DISH Network programming to "private viewing," defined as follows:

Private Home Viewing Only. DISH Network provides Services to you solely for viewing, use and enjoyment in your private home. You agree that no Services provided to you will be viewed in areas open to the public, commercial establishments or other residential locations. Services may not be rebroadcast or performed, and admission may not be charged for listening to or viewing any Services. If your Services are viewed in an area open to the public, a commercial establishment or another residential location, we may disconnect your Services and, in addition to all other applicable fees, you must pay us the difference between the price actually paid for Services and the full applicable rate for such Services, regardless of whether we have the right to distribute such Services in such other location.

51. The Residential Customer Agreement prohibits Defendant Gustav Dobos from directly or indirectly using a single residential account for receiving television programming on other satellite receivers or other locations, and restricts the location of the DISH Network receiving equipment to the residential address provided by Defendant:

All of your receivers must be located at the same residence and continuously connected to the same land-based telephone line and/or broadband home network. If you wish to receive Services at two different residential locations, you must open a separate account for each location, unless otherwise specifically authorized by Dish Network. You may not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH Network receivers that are not all located in the same residence and connected to the same land-based telephone line and/or broadband home network. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually

received by us and the full retail price for the Services authorized for each DISH Network receiver on your account.

52. The Residential Customer Agreement prohibits Defendant Gustav Dobos from tampering with the satellite receiver, access card or other components:

Proprietary Components and Software. DISH Network receivers and Smart Cards contain components and software that are proprietary to DISH Network and its licensors. You agree that you will not try to reverse-engineer, decompile or disassemble, nor will you tamper with or modify, any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.

53. The Residential Customer Agreement prohibits Defendant Gustav Dobos from using the software and code in the satellite receiver for any purpose other than the operation of Defendant's actual satellite receiver and prohibits Defendant Gustav Dobos from copying, distributing or sharing any part of it, which includes control words:

Software License. You are licensed to use the software provided in your DISH Network receiver(s), as updated by DISH Network, its licensors and/or its suppliers from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH Network receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH Network receiver(s), or any copy of such software, in whole or in part. You may not reverse-engineer, disassemble, decompile or translate such software, or otherwise attempt to derive its source code, except to the extent allowed under any applicable laws. You may not rent, lease, load, resell for profit or distribute any software provided in your DISH Network receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license, and DISH Network, its licensors and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license does not grant to you any intellectual property rights in the software provided in your DISH Network receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. If you breach any term or condition of this license, this license will automatically terminate.

54. The Residential Customer Agreement required Defendant Gustav Dobos to immediately notify DISH Network if any DISH Network equipment were removed from the residential address Defendant provided when setting up Defendant's residential account:

If any of your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our customer service center by telephone or in writing immediately, but in any event not later than three (3) business days after such removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

55. The Residential Customer Agreement prohibits Defendant Gustav Dobos from installing, reinstalling, attaching devices to or altering any DISH Network equipment provided to Defendant as a lease:

We may choose to lease certain Equipment to subscribers. Unless otherwise specified in an applicable Promotion Agreement(s), such Equipment (including without limitation, the LNBFs, but not the satellite antenna), shall at all times remain the sole and exclusive property of DISH Network, and we may provide or replace leased Equipment with new or reconditioned Equipment at any time, and upon cancellation or disconnection of your Services, remove or require the return of such Equipment. No leased Equipment provided to you by DISH Network shall be deemed fixtures or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in such Equipment, and you agree to execute any and all documents that we may consider necessary for us to make such filings. Our ownership of such Equipment may be displayed by notice contained on it. You have no right at any time to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment, or to tamper with or alter any notice of our ownership on such Equipment. Any reinstallation, return, or change in the location of such Equipment must be performed by DISH Network at our then-current service rates. You shall not attach any electrical or other devices to, or in any way alter, any such Equipment without our prior written consent. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your homeowners, renters or other insurance policy.

56. The Residential Customer Agreement prohibits Defendant Gustav Dobos from directly or indirectly engaging in or assisting others in any unauthorized interception or reception of any portion of DISH Network's satellite service and prohibits piracy:

#### **WARNING AGAINST PIRACY AND INFRINGEMENT**

A. **Piracy.** Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services is a violation of various U.S. federal and state laws and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

**B. Infringement.** Section 605(e)4 of Title 47 of the United States Code makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures Equipment that has been so modified is an accessory to that offense and may be punished in the same manner. Investigative authority for violations lies with the Federal Bureau of Investigation. The Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by DISH Network or its suppliers or licensors, and is intended for home and other limited pay-per-view uses only, unless otherwise authorized by DISH Network or its suppliers or licensors. Reverse engineering or disassembly is prohibited.

57. The Residential Customer Agreement also required Defendant Gustav Dobos to immediately notify DISH Network of the address where DISH Network equipment was located:

Physical Address/Change of Address. When setting up your DISH Network account, you must provide us with the physical address where your Equipment will be located and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, mailing address, telephone number, or physical address where your Equipment is located. You may do this by notifying our customer service center by telephone or in writing at the phone number, mailing address, or e-mail address set forth at the top of this Agreement.

58. The DISH Network Residential Customer Agreement is an enforceable contract that confers legally enforceable rights to DISH Network.

59. By creating a residential subscriber account for improper purposes, and/or installing and maintaining DISH Network receiving equipment at locations or facilities not authorized by DISH Network, and/or distributing, retransmitting and re-broadcasting Plaintiffs' control words over the internet to others for their use in receiving and decrypting Plaintiffs' encrypted satellite signals, Defendant Gustav Dobos has breached and is continuing to breach the DISH Network Residential Customer Agreement.

60. As a direct and proximate result of Defendant Gustav Dobos's wrongful conduct, DISH Network has suffered and continues to suffer damages, including compensatory, consequential and/or restitutionary damages, in an amount to be proven at trial.

61. Defendant Gustav Dobos knew or should have known that the conduct alleged herein violated the terms of the DISH Network Residential Customer Agreement and that Defendant was in breach of Defendant's obligations thereunder. Such violations have caused and will continue to cause DISH Network irreparable harm, and DISH Network does not have an adequate remedy at law to redress such continued violations. Unless restrained by this Court, Defendant Gustav Dobos will continue to violate the DISH Network Residential Customer Agreement.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs seek judgment against Defendants as follows:

A. Find that Defendants' conduct in creating a residential subscriber account for improper purposes, and/or installing and maintaining or allowing DISH Network receiving equipment to be installed and maintained at locations or facilities not authorized by DISH Network, and/or distributing, retransmitting and/or re-broadcasting Plaintiffs' control words over the internet to others for their use in receiving and decrypting Plaintiffs' encrypted satellite signals, violated 47 U.S.C. § 605(a), 18 U.S.C. § 2511(1)(a), 17 U.S.C. § 1201(a), and state common laws;

B. Find further that Defendants' conduct and violations of federal and state laws was willful and malicious, for tortious and illegal purposes, and for purposes of direct or indirect commercial advantage or private commercial or financial gain;

C. In accordance with 47 U.S.C. § 605(e)(3)(B)(i), 18 U.S.C. § 2520(b)(1), 17 U.S.C. § 1203(b)(1)-(2), the DISH Network Residential Customer Agreement and state common law, enjoin and restrain Defendants, and persons or entities controlled directly or indirectly by Defendants or acting in conjunction with Defendants, from creating residential



subscriber accounts for improper purposes, installing and maintaining DISH Network receiving equipment at locations or facilities not authorized by DISH Network, and distributing, retransmitting and re-broadcasting Plaintiffs' control words over the internet;

D. In accordance with 47 U.S.C. § 605(e)(3)(B)(i), 18 U.S.C. § 2520(b)(1), 17 U.S.C. § 1203(b)(1)-(2), the DISH Network Residential Customer Agreement and state common law, order Defendants to return to DISH Network all satellite receivers, access cards, and other hardware, software and components derived from or intended for the DISH Network satellite system;

E. In accordance with 47 U.S.C. § 605(e)(3)(C)(i) and (ii), award Plaintiffs the greater of (1) actual damages suffered by Plaintiffs and any profits made by Defendants that are attributable to the violations alleged herein, or (2) statutory damages of up to \$100,000 for each violation of 47 U.S.C. § 605(a);

F. In accordance with 18 U.S.C. § 2520(c)(2), award Plaintiffs the greater of (1) actual damages suffered by Plaintiffs and any profits made by Defendants as a result of the violations alleged herein, or (2) statutory damages of whichever is the greater of \$100 per day for each violation of 18 U.S.C. § 2511(1) or \$10,000;

G. In accordance with 17 U.S.C. § 1203(c), award Plaintiffs the greater of (1) actual damages suffered by Plaintiffs and any additional profits of Defendants, or (2) statutory damages of \$2,500 per act of circumvention, device, product, component, offer, or performance of service;

H. In accordance with state common law, award DISH Network compensatory, consequential, and/or restitutionary damages, in an amount to be proven;

I. In accordance with 18 U.S.C. § 2520(b)(2) and state law, award Plaintiffs punitive damages;

J. In accordance with 47 U.S.C. § 605(e)(3)(B)(iii), 17 U.S.C. § 1203(b)(5), 18 U.S.C. § 2520(b)(3), and state common law, and in accordance with the DISH Network Residential Customer Agreement, order Defendants to pay Plaintiffs all of their reasonable attorney's fees and costs;

K. In accordance with 47 U.S.C. § 605(e)(3)(C)(i)(I), 18 U.S.C. § 2520(c)(2)(A), 17 U.S.C. § 1203(c)(1)(A), and state common law, order Defendants to (1) provide Plaintiffs a full and accurate accounting of all profits or other benefits received by Defendants as a result of the wrongful conduct described herein, (2) pay to Plaintiffs all profits or other benefits received by Defendants from the wrongful conduct alleged herein, and (3) deliver to Plaintiffs all real or personal property, money or things of value obtained by them, directly or indirectly, or acquired by them, in whole or in part, with profits or other benefits received by Defendants from the wrongful conduct alleged herein;

L. Award Plaintiffs pre- and post-judgment interest on all damages, from the earliest date permitted by law at the maximum rate permitted by law;

M. Order Defendants to preserve and provide all evidence (including electronic data) identifying all persons and/or entities involved in or assisting the operation of IKS servers and/or receiving DISH Network programming through the unauthorized receipt of Plaintiffs' control words from IKS servers; and

N. For such additional relief as the Court deems to be just and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial on all issues so triable.

Respectfully submitted,

DATED: December 4, 2009

**HAGAN NOLL & BOYLE LLC**

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