

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

DISH NETWORK L.L.C. and  
NAGRASTAR LLC,

Plaintiffs,

v.

JULIE BISHOP and A-BOX TV LLC,  
individually and collectively d/b/a  
www.a-boxtv.com ,

Defendants.

Civil Case No. 8:18cv1083-35 AEP

**PLAINTIFFS' COMPLAINT**

Plaintiffs DISH Network L.L.C. ("DISH") and NagraStar LLC ("NagraStar" and, collectively with DISH, "Plaintiffs") bring this action against Defendants Julie Bishop and A-Box TV LLC (collectively, "Defendants") 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. Upon information and belief, Defendant Julie Bishop ("Bishop") is an individual residing at 3511 Cockatoo Dr., New Port Richey, Florida 34652.
4. Defendant A-Box TV LLC ("A-Box") is a Florida limited liability company with its principal place of business located at 3511 Cockatoo Dr., New Port Richey, Florida 34652.

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5. Bishop is the founder and, upon information and belief, the sole officer and owner of A-Box. Upon information and belief, Bishop oversees the day-to-day operations and makes the final decisions concerning the business of A-Box. Bishop is believed to authorize, control, participate in, and receive direct financial benefits from the infringing activities of A-Box as alleged herein. Upon information and belief, the infringing acts that Bishop engaged in as an agent of A-Box were within the scope of that agency.

#### **JURISDICTION & VENUE**

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

7. Defendants reside in and conduct business in the State of Florida, and therefore are subject to this Court's personal jurisdiction.

8. Venue is appropriate in this Court under 28 U.S.C. § 1391(b)(1) because Defendants reside in this judicial district, § 1391(b)(2) because a substantial part of the events giving rise to DISH's claims occurred in this judicial district, and § 1391(b)(3) because Defendants are subject to personal jurisdiction in this judicial district.

#### **NATURE OF THE ACTION**

9. Defendants sell subscriptions and devices for a pirate streaming television service called "SET TV", which includes numerous television channels that were received without authorization from DISH's satellite service and subsequently retransmitted without authorization on the SET TV pirate streaming service. Defendants are believed to engage in or work in concert or participation with other persons that are receiving DISH's channels for retransmission on the SET TV service without authorization. Defendants' actions violate the Federal Communications Act, 47 U.S.C. §§ 605(a) and 605(e)(4).

**DISH NETWORK'S SATELLITE TELEVISION PROGRAMMING**

10. 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.

11. 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.

12. 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 programming includes the HBO, Showtime, Starz, NHL, NFL Redzone, TruTV, WE TV, and Cooking channels (collectively, the "DISH Programming").

13. NagraStar provides smart cards and other proprietary security technologies that form a conditional access system used to authorize receipt of DISH's satellite programming.

14. 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**

15. Defendants sell subscriptions to the SET TV pirate streaming service through the websites [www.a-boxtv.com](http://www.a-boxtv.com), <https://shop.a-boxtv.com/>, and <https://store.a-boxtv.com> (collectively, the “A-Box Domains”). As shown directly below, Defendants advertise on the A-Box Domains that SET TV provides “more full-time HD channels than anyone,” “more internationals [sic] channels than anyone,” and “access to multiple sports packages.” Notably, the DISH Programming shown on SET TV includes the NHL and NFL Redzone sports channels.

**Why SETV NOW?**

SETV NOW is #1 in customer satisfaction over all other IPTV providers.

SETV NOW is the unrivaled leader in sports: Access to multiple sports packages.

SETV NOW offers more full-time HD channels than anyone—over 250.

SETV NOW offers more internationals channels than anyone

Cutting-edge DVR technology CATCH UP that lets you watch your recorded shows.

If you have any questions about the SETV NOW Online Program, please contact us at [a-boxtv2014@gmail.com](mailto:a-boxtv2014@gmail.com)

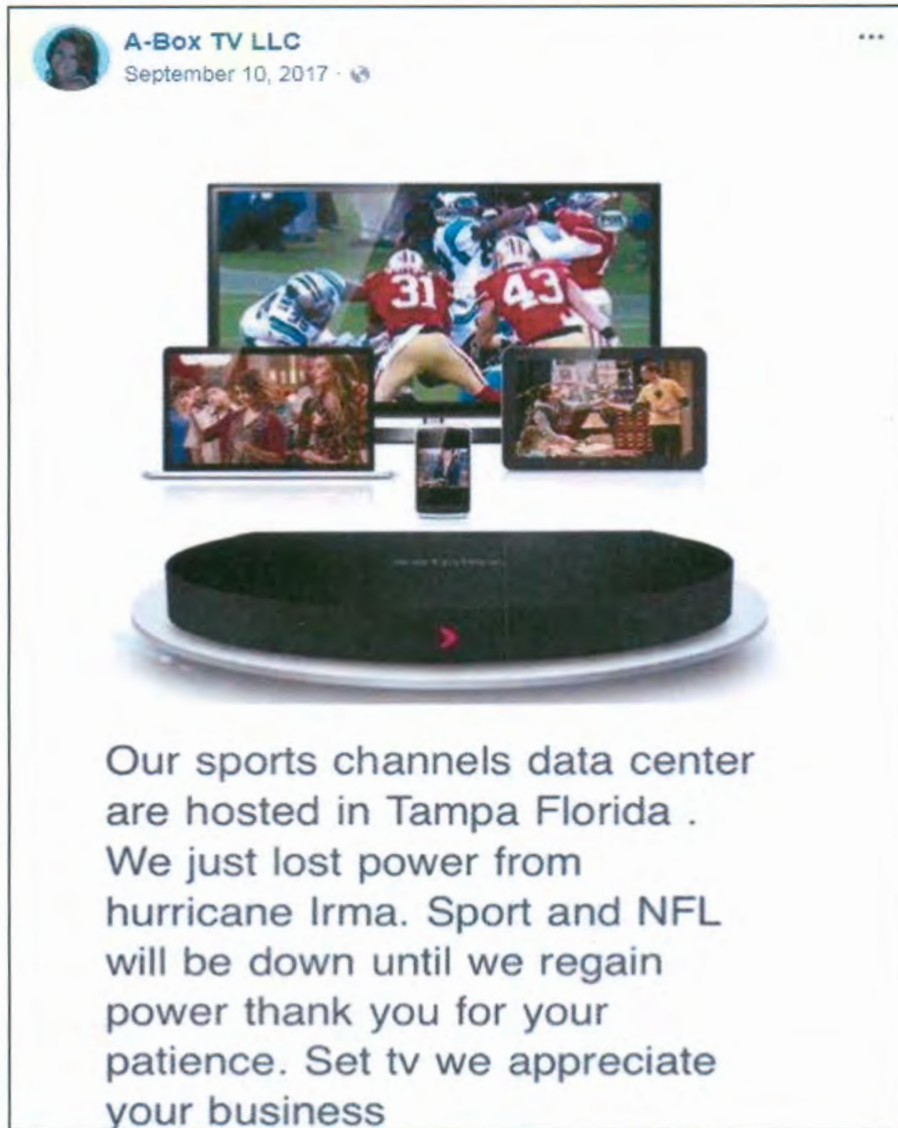
16. The SET TV pirate streaming service is, and has been, retransmitting the DISH Programming without authorization from DISH. The DISH Programming was received from DISH’s satellite television service without authorization. The DISH Programming was distributed to SET TV subscribers for Defendants’ benefit and the benefit of SET TV subscribers who were not entitled to receive the DISH Programming. Messages transmitted as part of DISH’s satellite television signals were observed on the DISH Programming retransmitted on the SET TV service, confirming that the DISH Programming originated from DISH subscriber accounts and DISH’s satellite broadcasts.

17. Defendants have been selling subscriptions to SET TV through the A-Box Domains at prices starting at \$20.00 per month. After receiving the initial payment, Defendants provide the end user with instructions and passcodes that are used to add SET TV to various streaming devices, including a set-top box for sale on the A-Box Domains. At this point, the end user can receive unauthorized programming using SET TV, including the DISH Programming. Defendants also traffic in set-top box devices that come pre-loaded with SET TV.

18. On August 26, 2017, Defendants used their Facebook account located at <https://www.facebook.com/aboxtvLLC/> to advertise that the Mayweather vs. McGregor pay-per-view event would be free for Defendants' service subscribers. Upon information and belief, on August 26, 2017, Defendants distributed DISH's signal of the Mayweather v. McGregor event to Defendants' service subscribers. The purchase price for an authorized DISH subscriber to watch this event was at least \$89.95.



19. Upon information and belief, Defendants directly engage in, aid and abet, or are acting within the scope of a principal-agent relationship with other persons that are receiving and retransmitting the DISH Programming on the SET TV service. Evidencing their direct involvement with the retransmission of DISH Programming, Defendants advertise for SET TV's affiliate program on the A-Box Domains and state, "Our sports channels data center are hosted in Tampa Florida. We just lost power from hurricane Irma. Sport and NFL will be down until we regain power thank you for your patience. Set tv we appreciate your business."



20. Defendants' wrongful conduct has caused irreparable harm to Plaintiffs for which there is no adequate remedy at law. Defendants' acts have resulted in providing an unknown number of Defendants' subscribers with access to the DISH Programming, resulting in an unknown amount of revenues being diverted from Plaintiffs and an unknown amount of profits being received by Defendants. In addition to lost revenue and Defendants' profits, Defendants' actions cause harm to Plaintiffs in the form of loss of reputation and goodwill.

**CLAIMS FOR RELIEF**

**(Count I – Violation Of The Federal Communications Act, 47 U.S.C. § 605(a) –  
On Behalf of DISH)**

21. DISH repeats and realleges the allegations in paragraphs 1-20.

22. Upon information and belief, Defendants or persons acting in concert or participation with them 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 Defendants and their subscribers, in violation of 47 U.S.C. § 605(a).

23. Defendants' sale and distribution of devices, subscriptions, applications, and passcodes to the SET TV pirate streaming service assist end users to receive the DISH's transmissions of the DISH Programming or the content therein, without having authorization from DISH and for the benefit of SET TV end users, in violation of 47 U.S.C. § 605(a).

24. Defendants have been violating 47 U.S.C. § 605(a) willfully and for purposes of commercial advantage and private financial gain. Defendants knew or should have known their actions were illegal and prohibited.

25. Defendants' violations have caused damage to DISH in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendants 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) – On  
Behalf of All Plaintiffs)**

26. Plaintiffs repeat and reallege the allegations in paragraphs 1-20.

27. Defendants sell and distribute devices, subscriptions, applications, and passcodes used for accessing SET TV in violation of 47 U.S.C. § 605(e)(4). Defendants intend for these devices, subscriptions, applications, and passcodes to be used in receiving the DISH



Programming or its content, without having authorization from DISH and for the benefit of the SET TV end users, which is activity that violates 47 U.S.C. § 605(a).

28. Defendants violated 47 U.S.C. § 605(e)(4) willfully and for purposes of commercial advantage and private financial gain. Defendants knew or should have known their actions were illegal and prohibited.

29. Defendants' violations have caused damage to Plaintiffs in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendants will continue to violate 47 U.S.C. § 605(e)(4).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

A. For a grant of permanent injunctive relief under 47 U.S.C. § 605(e)(3)(B)(i) restraining and enjoining Defendants, 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, applications or passcodes to the SET TV pirate streaming service, SET TV set-top boxes, or any other device or equipment that is intended for receiving or assisting in

receiving DISH's satellite transmissions or the television programming contained therein without authorization;

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

C. For an order requiring removal of Defendants' advertisements and social media pages concerning SET TV, and an order requiring transfer of Defendants' websites concerning SET TV to Plaintiffs;

D. For an order directing Defendants to preserve and turn over to Plaintiffs all hard copy and electronic records concerning SET TV devices, subscriptions, applications, passcodes,, streaming devices, or any similar product or service, including manufacturers, exporters, importers, dealers, or purchasers of such products or services, 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 Defendants 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 Defendants 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 Defendants 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: May 1, 2018

Respectfully submitted,

s/ James A. Boatman, Jr.

James A. Boatman (Trial Counsel)

Florida Bar No. 0130184

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