

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

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| DISH NETWORK, L.L.C., et al., | § | |
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| Plaintiffs, | § | |
| | § | |
| v. | § | Civil Action No. 4:19-cv-00948-O |
| | § | |
| BAILEY STREAMING TV, L.L.C., et al., | § | |
| | § | |
| Defendants. | § | |

FINAL JUDGMENT AND PERMANENT INJUNCTION

Before the Court is Plaintiffs’ Dish Network L.L.C. and NagraStar LLC (collectively “DISH”) and Defendants’ Jon Antoni Bailey and Bailey Streaming TV, LLC (collectively, “Defendants”) Agreed Motion for Judgment and Permanent Injunction (ECF No. 22), filed February 7, 2020. Having considered the motion, the Court finds that it should be and is hereby **GRANTED**. The court **ORDERS** the following:

1. Judgment is entered for DISH on Counts I and II of its Complaint asserting claims under the Federal Communications Act, 47 U.S.C. §§ 605(a), (e)(4) (the “FCA”).
2. DISH is awarded statutory damages of one million six hundred thirty seven thousand dollars (\$1,637,000.00) under the FCA, calculated at the parties’ agreed-upon amount of \$1,000 in minimum statutory damages for each of the 1,637 device codes sold by Defendants for accessing the pirate streaming services known as BaileyTV, Bailey IPTV, Bailey Streaming TV, BSTV, and/or SetTV (collectively, the “Bailey IPTV Service”), which provided unauthorized access to DISH’s television programming.
3. Defendants, and anyone acting in active concert or participation with Defendants that receives actual notice of the order, are permanently enjoined from:

- a. Receiving, retransmitting or copying, or assisting others in receiving, retransmitting or copying, any of DISH's satellite or over-the-top Internet transmissions of television programming or any content contained therein;
 - b. Manufacturing, assembling, modifying, importing, exporting, selling, or distributing any device code, passcode, subscription, set-top box, application, or any other device or equipment that is primarily of assistance in, or that is intended to be used for, receiving or assisting in receiving DISH's satellite or over-the-top Internet transmissions of television programming or any content contained therein.
4. Defendants shall transfer to DISH or a designee selected by DISH, within seven (7) days of the date of this Order, all device codes, renewal codes, subscriptions and applications for the Bailey IPTV Service, as well as all computers, phones, servers and all social media, financial, online or other accounts associated with the Bailey IPTV Service. All items that DISH receives pursuant to this paragraph may be destroyed at DISH's discretion.
 5. Defendants shall transfer to DISH or a designee selected by DISH, within seven (7) day of the date of this Order, the domain names www.baileyiptv.com, www.baileystreamingtv.com, and any other domain name Defendants own or control that was used in connection with the Bailey IPTV Service or any other unauthorized streaming service.
 6. Each party shall bear its own attorneys' fees and costs in this case.
 7. The Court retains jurisdiction over this action for a period of three (3) years for the purpose of enforcing this Final Judgment and Permanent Injunction.

SO ORDERED on this **10th day** of **February, 2020**.