

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

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

Plaintiffs,

v.

BIMOTV, LLC, MAGNUM SUPPORT,  
LLC, WILMY JIMENEZ INDIVIDUALLY  
AND d/b/a BIMOTV, TVSTREAMSNOW,  
ONESTEPTV,  
IBEX TV, AND MAGNUMSTREAMS,  
AND FERNANDEZ MANUEL DaROCHA  
INDIVIDUALLY AND d/b/a SOLTV.

Defendants.

Case: 2:19-cv-15975-KM-JBC

**AGREED JUDGMENT AND PERMANENT INJUNCTION  
AGAINST DEFENDANT WILMY JIMENEZ**

Before the Court is the Agreed Motion for Judgment and Permanent Injunction against Defendant Wilmy Jimenez filed jointly by Plaintiffs DISH Network L.L.C. and NagraStar LLC (together, "DISH") and Defendant Wilmy Jimenez ("Defendant"). The Court **GRANTS** the agreed motion and **ORDERS** as follows:

1. Judgement is entered for DISH against Defendant on Counts I and II of its complaint asserting claims under the Federal Communications Act, 47 U.S.C. §§ 605(a) and 605(e)(4) (the "FCA").

2. DISH is awarded statutory damages of statutory damages of eighteen million seven hundred fifty thousand dollars (\$18,750,000) under the FCA, calculated at the parties' agreed upon amount of \$750 for each of the 25,000 device codes sold by Defendant to the Unauthorized Streaming Services through which Defendant provided unauthorized access to DISH's television programming.

3. Defendant, and anyone acting in active concert or participation with Defendant that receives actual notice of this order, are permanently enjoined from, directly or indirectly:

- (a) receiving or assisting others in receiving DISH programming without authorization by DISH;
- (b) operating the websites [www.bimotv.com](http://www.bimotv.com), [www.tvstreamsnow.com](http://www.tvstreamsnow.com), [www.onesteptv.com](http://www.onesteptv.com), <https://store.onesteptv.com>, [www.ibextv.com](http://www.ibextv.com), and [www.magnumstreams.com](http://www.magnumstreams.com);
- (c) manufacturing, assembling, modifying, importing, exporting, selling, distributing, or otherwise trafficking in BimoTV, TVStreamsNow, OneStepTV, IbexTV, and Magnum Streams (collectively defined herein as “Defendant’s Pirate Streaming Services”) and related software, applications, and/or device codes, Android TV boxes, other set-top boxes or android devices capable of receiving Defendant’s Pirate Streaming Services, or any other technology, product, service, device, component, application, passcode, or part thereof that is primarily of assistance in the unauthorized reception of DISH programming;
- (d) hosting or otherwise supporting any website that advertises, promotes, offers, sells, or otherwise traffics in Defendant’s Pirate Streaming Services and related software, applications, and/or device codes, Android TV boxes, other set-top boxes or android devices capable of receiving Defendant’s Pirate Streaming Services, or any other technology, product, service, device, component, application, passcode, or part thereof that is primarily of assistance in the unauthorized reception of DISH programming;
- (e) destroying, concealing, hiding, modifying, or transferring:
  - i. any computers or computer servers that have been used, are being used, or that are capable of being used to support Defendant’s Pirate Streaming Services;
  - ii. any satellite receivers, smart cards, and satellite dishes, including DISH receiving equipment, that have been used, are being used, or that are capable of being used to support Defendant’s Pirate Streaming Services;
  - iii. any software, applications, and/or device codes related to Defendant’s Pirate Streaming Services, including any devices capable of storing such software, applications or device codes such as computers or external storage devices such as thumb drives and diskettes;
  - iv. any set-top boxes, Android TV boxes, or other set-top boxes or android devices related to Defendant’s Pirate Streaming Services or capable of receiving Defendant’s Pirate Streaming Services; and

- v. any books, documents, files, records, or communications whether in hard copy or electronic form, relating in any way to Defendant's Pirate Streaming Services, set-top boxes, android devices, and related software, applications, and/or device codes or any other service or device that is used in satellite television piracy, including the identities of manufacturers, exporters, importers, dealers, or purchasers of such services and devices, or persons involved in operating Defendant's Pirate Streaming Services.

4. Defendant 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 Defendant's Pirate Streaming Services, as well as all computers, phones, servers and all social media, financial, online or other accounts associated in any way with Defendant's Pirate Streaming Services. All items that DISH receives pursuant to this paragraph may be destroyed at DISH's discretion.

5. Defendant shall transfer to DISH or a designee selected by DISH, within seven (7) days of the date of this Order, the domain names [www.bimotv.com](http://www.bimotv.com), [www.tvstreamsnow.com](http://www.tvstreamsnow.com), [www.onesteptv.com](http://www.onesteptv.com), <https://store.onesteptv.com>, [www.ibextv.com](http://www.ibextv.com), and [www.magnumstreams.com](http://www.magnumstreams.com), and any other domain name Defendant owns or controls that was used in connection with Defendant's Pirate Streaming Services 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 after it becomes a final action for a period of three (3) years for the purpose of enforcing this judgment and permanent injunction.

8. DISH's claims against Defendant Fernandez Manuel DaRocha, individually and d/b/a SolTV, shall remain pending.

ORDERED on Dec. 20, 2019.

A handwritten signature in blue ink, appearing to read "Kevin McNulty", written over a horizontal line.

Honorable Kevin McNulty  
UNITED STATES DISTRICT JUDGE