

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

DISH NETWORK L.L.C. and NAGRASTAR LLC,	)	Civil Case No. 8:19-cv-672-T-02AEP
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
PETER LIBERATORE, BRANDON WELLS, DROID TECHNOLOGY LLC, and TAMPA BAY MARKETING SERVICES, INC., individually and collectively d/b/a www.simply-tv.com,	)	
	)	
Defendants.	)	
_____	)	
	)	
	/	

**FINAL JUDGMENT AND PERMANENT INJUNCTION**

Before the Court is the Agreed Motion for Final Judgment and Permanent Injunction filed jointly by Plaintiffs DISH Network L.L.C. and NagraStar LLC (together, “DISH”) and Defendant Peter Liberatore (“Defendant”) (Dkt. 49). The Court **GRANTS** the agreed motion and **ORDERS** as follows:

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) and 605(e)(4) (the “FCA”).
2. DISH is awarded statutory damages of thirty million dollars (\$30,000,000) under the FCA calculated at the parties’ agreed upon amount of \$750 for each of the 40,000 device codes sold by Defendant to the SimplyTV streaming service 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 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. 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 the SimplyTV service, as well as all computers, phones, servers and all social media, financial, online or other accounts associated in any way with the SimplyTV service. 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.simply-tv.com](http://www.simply-tv.com) and <https://store.simply-tv.com>, and any other domain name Defendant owns or controls that was used in connection with the SimplyTV service or any other unauthorized streaming service.

6. Each party shall bear its own attorney's 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.

8. The Clerk is directed to close the case.

**DONE** and **ORDERED** in Chambers in Tampa, Florida on 8/27, 2019.

  
\_\_\_\_\_  
**William F. Jung**  
**UNITED STATES DISTRICT JUDGE**