

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

DISH NETWORK L.L.C.,	§	Case No. 8:22-cv-00603-KKM-SPF
SLING TV L.L.C., and	§	
NAGRASTAR LLC,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	
JASON LABOSSIERE,	§	
SEAN BEAMAN,	§	
STEFAN GOLLNER, and	§	
OSIVETTE BRITO,	§	
individually and collectively	§	
d/b/a EXPEDITE TV,	§	
MUNDO TV and MUST TV,	§	
	§	
Defendants.	§	

**UNOPPOSED MOTION FOR FINAL JUDGMENT
AND PERMANENT INJUNCTION**

Plaintiffs DISH Network L.L.C., Sling TV L.L.C., and NagraStar LLC (“Plaintiffs”), unopposed by Defendants Jason LaBossiere, Sean Beaman, and Stefan Gollner (“Defendants”), move for the Court’s entry of a final judgment and permanent injunction.

1. Plaintiff DISH Network L.L.C. (“DISH”) delivers television programming to millions of subscribers nationwide using a direct broadcast satellite system (the “DISH Programming”). DISH’s satellite transmissions of DISH Programming are secured using a conditional access system provided by co-plaintiff NagraStar LLC (“NagraStar”).

2. DISH and co-plaintiff Sling TV L.L.C. (“Sling”) deliver television programming to millions of subscribers nationwide using the public internet. DISH’s internet transmissions of DISH Programming and Sling’s internet transmissions of television programming (“Sling Programming”) are secured using digital rights management (“DMR”) technologies that include, based upon the subscriber’s viewing platform, Google’s Widevine DRM, Apple’s FairPlay DRM, and Microsoft’s PlayReady DRM.

3. Plaintiffs allege that DISH and Sling Programming was retransmitted to users of the Expedite TV streaming service without Plaintiffs’ authorization. Plaintiffs further allege that the DISH Programming retransmitted on Expedite TV originated from DISH’s satellite communications, while the Sling Programming retransmitted on Expedite TV was received from Sling’s internet communications.

4. Plaintiffs allege that DISH and Sling Programming was retransmitted to users of the Mundo TV/Must TV streaming service without Plaintiffs’ authorization. Plaintiffs further allege that the DISH and Sling Programming retransmitted on Mundo TV/Must TV was received from the internet communications of DISH and Sling.

5. Plaintiffs allege that the digital rights management (“DRM”) technology that controlled access to the internet communications of DISH and Sling Programming were circumvented in order to retransmit such programming to users of the Expedite TV and Mundo TV/Must TV streaming services (the “Services”).

6. Plaintiffs allege that Defendants sold codes that are designed and produced to allow an internet-enabled device to access servers used to retransmit DISH and Sling Programming on the Services (“Device Code”).

7. Plaintiffs allege that Defendants, excluding Stefan Gollner, violated the terms of the settlement agreement and also allege that Defendants violated the court’s final judgment entered in *DISH Network L.L.C. et al. v. SET Broadcast LLC et al.*, Case No. 8:18-cv-01332-VMC-AAS (M.D. Fla.) (Doc. 84).

8. Without any admission by Defendants as to the foregoing allegations by Plaintiffs, the parties agree to a final judgment and permanent injunction to avoid further litigation. The terms of the final judgment and permanent injunction include statutory damages of \$130,000,000, which is calculated at \$2,000 for each of the 65,000 Device Codes that Plaintiffs allege were sold by Defendants. The specific terms of the requested final judgment and permanent injunction are set forth in Exhibit 1. The parties request that the Court enter a final judgment and permanent injunction containing those agreed terms.

Local Rule 3.01(g) Certification

Filing attorney, Plaintiffs’ counsel Timothy Frank, certifies that Defendants Jason LaBossiere, Stefan Gollner, and Sean Beaman join in the filing of this motion as indicated by the signatures of their counsel.

Dated: June 10, 2022.

/s/ Timothy M. Frank
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CERTIFICATE OF SERVICE

I certify that on June 10, 2022, I filed the foregoing with the Clerk of the Court using the NextGen CM/ECF system, which will provide notice to Defendants Jason LaBossiere, Sean Beaman, and Stefan Gollner, and I also mailed the foregoing to Defendant Osivette Brito at 9174 98th Avenue, Seminole, Florida 33777.



Aleksandra Bajd