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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

Plaintiffs,

v.

JULIAN NUNN,

Defendant.

Case No. 3:17-cv-00243-JD

**DEFAULT JUDGMENT AND
PERMANENT INJUNCTION**

1. Plaintiffs DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar LLC (collectively, “DISH Network”) sued defendant Julian Nunn for selling and trafficking in passcodes used for accessing pirate television services called NFusion Private Server (“NFPS”) and SatLobo (collectively, the “IKS Services”). The IKS Services provided control words or keys that decrypt DISH Network’s satellite signal. The control words allow users to circumvent the DISH Network security system and receive DISH Network’s satellite broadcasts of copyrighted television programming without authorization and without paying subscription fees to DISH Network.

2. DISH Network served Nunn by leaving a copy of the summons and complaint at his residence with Jane Doe, a co-resident. Dkt. Nos. 13, 15; *see also* Fed. R. Civ. P. 4(e)(2)(B).

1 3. DISH Network has provided evidence that Nunn is not an infant, not incompetent,
2 and not on active duty with the military or otherwise exempted under the Servicemembers' Civil
3 Relief Act. Dkt. No. 18-2 (Van Riper Decl.) ¶¶ 3-4.

4 4. Nunn has failed to answer or otherwise appear in this action, and the Court accepts
5 as true the following allegations from DISH Network's complaint for the purposes of this default
6 judgment:

7 (a) DISH Network is a multi-channel video provider that delivers video, audio,
8 and data services to approximately 14 million subscribers throughout the United States via a
9 direct broadcast satellite system. DISH Network uses high-powered satellites to broadcast,
10 among other things, movies, sports and general entertainment services to consumers who have
11 been authorized to receive such services after payment of a subscription fee, or in the case of a
12 pay-per-view movie or event, the purchase price. Dkt. No. 1 ¶¶ 10-11.

13 (b) DISH Network contracts for and purchases the distribution rights for most
14 of the programming broadcast on the DISH Network platform from providers such as network
15 affiliates, pay and specialty broadcasters, cable networks, motion picture distributors, sports
16 leagues, and other holders of programming rights. The works broadcast by DISH Network are
17 copyrighted. DISH Network has the authority of the copyright holders to protect these works
18 from unauthorized reception and viewing. *Id.* ¶¶ 12-13.

19 (c) DISH Network programming is digitized, compressed, and then scrambled
20 prior to being transmitted to multiple satellites that are located in geo-synchronous orbit above
21 Earth. The satellites relay the encrypted signal back down to Earth where the signal can be
22 received by DISH Network subscribers that have the necessary equipment. *Id.* ¶ 14.

23 (d) The EchoStar Technologies receiver processes an incoming DISH Network
24 satellite signal by locating an encrypted part of the transmission called the entitlement control
25 message and forwards that message to the NagraStar smart card. Provided that the subscriber is
26 tuned to a channel that he is authorized to watch, the smart card uses its decryption keys to unlock
27 the message, uncovering a control word. The control word is transmitted back to the receiver in
28 order to decrypt the DISH Network satellite signal. *Id.* ¶¶ 18-19.

1 (e) The IKS Services are Internet key sharing service that provides end users
2 with the control words that descramble DISH Network television programming. End users that
3 acquire control words from the IKS Services are able to view DISH Network programming
4 without having authority from or paying the required subscription fee to DISH Network. *Id.* ¶ 22-
5 25.

6 (f) Nunn violated the Digital Millennium Copyright Act, 17 U.S.C. §
7 1201(a)(2), and the Federal Communications Act, 47 U.S.C. § 605(e)(4), as alleged in Counts I
8 and II, by trafficking in passcodes for the IKS Services, which are primarily designed for and
9 have no legitimate commercial purpose or use other than to circumvent the DISH Network
10 security system and receive DISH Network programming without authorization. *Id.* ¶¶ 26-41.

11 5. DISH Network requested statutory damages of \$10,000 for each passcode
12 trafficked in by Nunn, pursuant to 47 U.S.C. § 605(e)(3)(C)(i)(II). Alternatively, DISH Network
13 requested statutory damages of \$2,500 for each passcode trafficked in by Nunn, pursuant to 17
14 U.S.C. § 1203(c)(3)(A). Dkt. No. 18-1 at 5, 8-9.

15 **II. FINAL JUDGMENT & PERMANENT INJUNCTION**

16 In light of these allegations and Nunn's failure to contest them, the Court orders that:

17 1. Nunn and any person acting in active concert or participation with Nunn that
18 receives notice of this order are permanently enjoined from:

19 (a) manufacturing, importing, offering to the public, providing, or otherwise
20 trafficking in passcodes to the IKS Services, any other code or password used in accessing an IKS
21 server, and any other technology or part thereof that is used in circumventing DISH Network's
22 security system or receiving DISH Network programming without authorization;

23 (b) circumventing or assisting others in circumventing the DISH Network
24 security system, or receiving or assisting others in receiving DISH Network's satellite signal
25 without authorization; and
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1 (c) testing, analyzing, reverse engineering, manipulating, or extracting code,
2 data, or information from DISH Network's satellite receivers, smart cards, satellite stream, or any
3 other part or component of the DISH Network security system.

4 2. This permanent injunction takes effect immediately.


5 3. Judgment is entered in favor of DISH Network on Count I and Count II of the
6 complaint alleging Nunn's violations of 17 U.S.C. § 1201(a)(2) and 47 U.S.C. § 605(e)(4),
7 respectively.

8 4. Statutory damages of \$700,000 are awarded to DISH Network on Count I under 17
9 U.S.C. § 1203(c)(3)(A).

10 5. The Court retains jurisdiction over this action for a period of 12 months for the
11 purpose of enforcing this final judgment and permanent injunction. The Court also retains
12 jurisdiction to alter the judgment should Nunn seek to challenge whether service of process was
13 perfected.

14 **IT IS SO ORDERED.**

15 Dated: July 26, 2017



16 Hon. James Donato
17 United States District Judge
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DEFAULT JUDGMENT AND PERMANENT INJUNCTION. Signed by Judge James Donato on 7/26/2017. (jdlc1S, COURT STAFF) (Filed on 7/26/2017)

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