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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

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

Plaintiffs,

v.

HUGO BARRERA, d/b/a SKY
MEXICO, and OSCAR
RIVERA,

Defendants.

Case No. 2:13-cv-01538-SJO-AN

**FINAL JUDGMENT AND
PERMANENT INJUNCTION AGAINST
DEFENDANT OSCAR RIVERA**

Having considered the parties' Stipulation for Entry of Final Judgment and Permanent Injunction Against Defendant Oscar Rivera, the court file in this matter, and the applicable law, the Court approves the stipulation and **ORDERS** as follows:

1 (1) Judgment is entered for Plaintiffs on Count I of the complaint alleging
2 violations of Federal Communications Act, 47 U.S.C. § 605(a), Count II alleging
3 violations of the Digital Millennium Copyright Act, 17 U.S.C. § 1201(a)(2), and
4 Count III alleging breach of contract.

5 (2) Defendant Oscar Rivera shall pay statutory damages in the amount of
6 \$1,000,000 to Plaintiffs in accordance with 17 U.S.C. § 1203(c)(3)(A) for
7 Defendant's willful conduct in distributing at least 400 subscriptions and passcodes
8 to an Internet Key Sharing ("IKS") service.

9 (3) Defendant Oscar Rivera and any persons acting in active concert or
10 participation with Defendant, are permanently enjoined from:

11 A. offering to the public, providing, or otherwise trafficking in IKS
12 services, subscriptions, passcodes, satellite television receivers, set-top-
13 boxes, IPTV boxes, dongles, 8PSK boards, software, and other technologies
14 of use in circumventing DISH Network's security system or intercepting
15 DISH Network's satellite signal;

16 B. circumventing or assisting others in circumventing DISH
17 Network's security system, or otherwise intercepting or assisting others in
18 intercepting DISH Network's satellite signal;

19 C. testing, analyzing, reverse engineering, manipulating, or
20 otherwise extracting codes, data, or information from DISH Network's
21 satellite receivers, smart cards, satellite data stream, or any other part or
22 component of the DISH Network security system.; and

23 D. creating DISH Network subscriber accounts for improper
24 purposes or installing and maintaining Plaintiffs' receiving equipment at
25 locations or facilities not authorized by Plaintiffs.

26 (4) This permanent injunction takes effect immediately.

27 (5) Each party is to bear its own attorney's fees and costs.
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(6) The Court retains jurisdiction over this action for a period of two years for the purpose of enforcing this final judgment and permanent injunction.

IT IS SO ORDERED.

July 18, 2013.

DATED: _____



S. James Otero
United States District Judge