

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA**

In re

NEZAR SAEED HAMMO,

Debtor.

DISH NETWORK L.L.C.

Plaintiffs,

v.

NEZAR SAEED HAMMO,

Defendant.

Case No. 21-bk-02336-KSJ

Chapter 7

Adversary No.

**COMPLAINT TO DETERMINE NON-
DISCHARGEABILITY OF DEBT**

JURISDICTION AND VENUE

1. This is an adversary proceeding to determine the non-dischargeability of a debt, and constitutes a core proceeding pursuant to 28 U.S.C. § 157(b). The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This adversary relates to the Chapter 7 bankruptcy proceeding identified in the case caption above.

2. Venue is proper in this Court under 28 U.S.C. § 1409.

PARTIES

3. Defendant Nezar Saeed Hammo (“Hammo”) is the debtor in this case, having filed a voluntary petition for Chapter 7 bankruptcy on May 21, 2021.

4. Plaintiff DISH Network L.L.C. (“DISH”) is a creditor of Hammo.

NATURE OF THE ACTION

5. On October 14, 2020, DISH brought suit for contributory copyright infringement against Hammo, Alfa TV Inc. (“Alfa TV”), Haitham Mansi a/k/a Haitham al-Heti (“Mansi”),

Hisham Manse Ibrahim (“Ibrahim”), and Mohammed Abu Oun a/k/a Mohammad Abuoun (“Abuoun”), individually and together d/b/a ElafnetTV (collectively, “CA Defendants”) in Cause No. 6:20-cv-1896-PGB-DCI, in United States District Court for the Middle District of Florida (the “Civil Action”). A true and correct copy of the Complaint in the Civil Action is attached hereto as Exhibit A and incorporated herein.

6. DISH brought suit for contributory copyright infringement because the CA Defendants knew that they were distributing a video streaming service (the “ATN/Elafnet Service”) that was unlawfully retransmitting television channels exclusively licensed to DISH in the United States. CA Defendants provided the ATN/Elafnet Service to customers who purchased Defendants’ ATN set-top boxes and service subscriptions. CA Defendants were materially contributing to and inducing direct copyright infringement by third-party operators of the ATN/Elafnet Service.

7. Ibrahim and Mansi started ElafnetTV in 2010, appointed Hammo as ElafnetTV’s sales and marketing manager, and appointed Abuoun as ElafnetTV’s general manager. For the majority of ElafnetTV’s existence, CA Defendants prominently referred to it in a logo on their Elafnettv.com website as the “OFFICIAL DISTRIBUTOR OF ATN.”



8. ATN a/k/a Advanced TV Network was raided by Swedish authorities in 2016 and its operators charged with criminal copyright infringement for distributing unlicensed television channels, among other offenses. In June 2018, three members of ATN were convicted by a Swedish

court of copyright infringement, including ATN's founder and CEO, his son and fellow ATN executive, and another associate. The three individuals were ordered to pay damages of approximately \$24 million and each were sentenced to prison for one to two and a half years.¹

9. CA Defendants continued to distribute the ATN/Elafnet Service to customers in the United States, even after the 2016 raid and 2018 criminal convictions against ATN's operators, and through October 2020 referred to ElafnetTV as the "Biggest Arabic IPTV Provider in the World." However, in or around March 2018, CA Defendants concealed the way they offered unlicensed channels by requiring users to stream those channels from software files or apps that were either preloaded onto CA Defendants' ATN set-top boxes or available for download from an ATN/Elafnet Service app store. For example, the "Galaxy Pro" app was the latest app through which CA Defendants offered unlicensed channels to their customers. The Galaxy Pro app was preloaded onto CA Defendants' ATN set-top boxes and was designed to immediately provide CA Defendants' customers with unlicensed channels upon activation of the ATN/Elafnet Service. No user intervention aside from powering on the ATN set-top box was required to install Galaxy Pro and stream unlicensed channels.

10. Ibrahim, Mansi, Hammo, and Abuoun authorized, controlled, participated in, and received direct financial benefits from the infringing activities of Alfa TV. The acts Ibrahim, Mansi, Hammo, and Abuoun engaged in as agents of Alfa TV were within the scope of their agencies.

11. CA Defendants demonstrated the willfulness of their copyright infringement by continuing to distribute the ATN/Elafnet Service that provided unauthorized access to channels

¹ See <https://torrentfreak.com/swedish-court-sentences-pirate-iptv-operators-to-prison-180710/>.

exclusively licensed to DISH, despite receiving numerous demands to cease and despite the criminal copyright convictions against ATN's operators.

12. CA Defendants knew or should have known that their copyright infringement was contrary to commonly accepted duties in ordinary relationships among people and was injurious to another.

13. Hammo filed his Chapter 7 petition on May 21, 2021. DISH intends to move to lift the stay to allow DISH to liquidate its claims against Hammo in the prepetition litigation with the other CA Defendants in the Civil Action.

DISH'S COPYRIGHTS

14. DISH is the fourth largest pay-television provider in the United States providing copyrighted programming to millions of subscribers nationwide. DISH is one of the largest providers of international television channels in the United States offering more than 400 channels in 27 different languages.

15. DISH contracted for and purchased rights for the international channels distributed on its platforms from channel owners and their agents, including Al Jazeera Media Network; Asia TV USA; B4U U.S., Inc.; Century Media Network Inc.; Geo USA Holdings, Inc. d/b/a Geo USA LLC; Hum Network Limited; International Media Distribution (Luxembourg) S.A.R.L.; MBC FZ LLC; MSM Asia Limited; National Communications Services (SMC-Pvt.) Limited; Television Media Network (Pvt) Ltd.; TV Today Network Ltd.; Soundview ATN LLC; Soundview Broadcasting LLC; and World Span Media Consulting, Inc. (collectively, the "Networks").

16. The Networks' channels include Aaj Tak; Al Hayah 1 (a/k/a Al Hayat 1); Al Jazeera Arabic News; ART Cima; ATN Bangla; ATN News; B4U Music; CBC; CBC Drama; Dunya TV; Express Entertainment; Express News; Future TV; Geo News; Geo TV; Hekayat; Hum Masala;

Hum Sitaray; Hum TV; Hum World; LBC; LBCI (a/k/a LDC); MBC1; MBC Drama; MBC Kids (a/k/a MBC3); MBC Masr; Melody Classic; NTV Bangla; SAB; SET Max; Sony SET; Zee Aflam; and Zee Alwan (collectively, the “Protected Channels”). The Networks acquire copyrights in the works that air on their respective channels, including by producing the works and by assignment.

17. DISH entered into signed, written licensing agreements with Networks granting DISH the exclusive right to distribute and publicly perform the Protected Channels and works that air on the Protected Channels in the United States by means including satellite, over-the-top (“OTT”), Internet protocol television (“IPTV”), and Internet. DISH’s exclusive rights were in effect at all relevant times. Many of the works that aired on the Protected Channels and for which DISH holds or held exclusive distribution and public performance rights are registered with the United States Copyright Office. A vast number of additional, unregistered copyrighted works in which DISH holds or held exclusive distribution and public performance rights also aired on the Protected Channels.

18. CA Defendants have not been and currently are not authorized by DISH to transmit, distribute, or publicly perform the Protected Channels or works that air on those channels in the United States, and DISH has received no compensation from CA Defendants to do so.

HAMMO’S WRONGFUL CONDUCT

19. ATN was founded in Sweden in 2008. ATN designs and develops ATN set-top boxes and operates the ATN/Elafnet Service through which ATN transmitted television programming, including the Protected Channels, to ATN/Elafnet Service users. According to an

anti-piracy professional with knowledge of ATN's business activities, at its height, ATN had around 25 employees and over 70,000 paying customers.²

20. CA Defendants have a long history of willful copyright infringement. Ibrahim, Mansi, and another individual started ElafnetTV in 2010 to advertise, promote, sell, and distribute the ATN/Elafnet Service to customers in the United States who purchased ATN set-top boxes and service subscriptions from them and ElafnetTV. Ibrahim and Mansi placed Hammo in charge of sales and marketing for ElafnetTV in 2010.

21. DISH began sending notices of copyright infringement to CA Defendants and ATN concerning their ATN/Elafnet Service in November 2013.

22. ATN's founder and CEO, Hamid al-Hamid ("al-Hamid"), responded to a notice of copyright infringement from DISH and Networks in February 2015, referring to Mansi as ATN's "sales director in North and South America...who is currently in the United States." Al-Hamid also requested that counsel for DISH and Networks meet with Mansi to "find a formula for cooperation between us...in the future" and that Mansi "has full authority from us."

23. Mansi incorporated ElafnetTV under the name Alfa TV Inc. in December 2016. Elaf Channel TV Inc. was dissolved in September 2017.

24. In 2016, police raided ATN's offices in Sweden and al-Hamid, his son, and another operator of ATN were charged with criminal copyright infringement, among other offenses. In June 2018, the three men were convicted by a Swedish court of copyright infringement, ordered to pay millions in damages, al-Hamid was sentenced to prison for two and a half years and the other two sentenced to prison for one year. According to Nordic Content Protection, the anti-piracy

² See <https://blogs.cisco.com/sp/crack-down-on-streaming-piracy-seems-to-be-the-trend>.

industry group for Nordic broadcasters that originally filed the complaint against ATN in 2016, ATN’s “activities consist of appropriating the reception and then decoding, packing and re-transmitting television broadcasts to its own paying clientele. The pirate network has provided its customers with access to illegal pirate streams of over 2,000 channels, with a focus on channels emanating from the Middle East and Turkey.”³

25. CA Defendants have a close relationship with ATN and al-Hamid. Hammo and al-Hamid are friends on Facebook and Mansi and al-Hamid appear together in photos posted to al-Hamid’s Facebook account.

26. Despite the criminal convictions, ATN continued to operate⁴ and CA Defendants likewise continued to advertise, promote, sell, and distribute the ATN/Elafnet Service to customers in the United States, thereby providing them with access to the Protected Channels. Around the time their business partner and supplier al-Hamid was convicted of copyright infringement, CA Defendants began referring to ElafnetTV on their Elafnettv.com website as a “LEGAL ARABIC IPTV CHANNELS PROVIDER” and altered their logo to remove the prior reference to ATN.

27. CA Defendants’ Elafnettv.com website has stated they are the “official distributor of ATN in USA market,” they have “more than 60 resellers covered all over the United States,” they are the “Biggest Arabic IPTV Provider in the World,” and “[w]ith the new receiving technology right now we supply the largest number of channels in the USA...more than 3000 channels....”

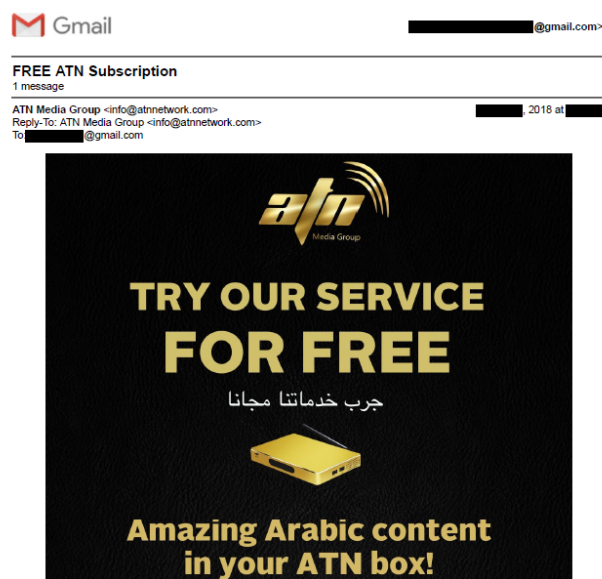
³ See <https://www.ncprotection.com/index.php/2018/07/03/landmark-ruling-by-swedish-court/#:~:text=Speaking%20about%20the%20ruling%20Anders,industrial%20piracy%20perpetrated%20by%20ATN.&text=The%20damages%20and%20prison%20sentences,piracy%20on%20this%20scale%20causes>.

⁴ According to a 2018 press release, ATN is now based in the UAE. See <https://www.pr.com/press-release/744454>.

28. Despite their new logo and tagline, CA Defendants still engaged in copyright infringement. The only major change to their business was the means by which CA Defendants' ATN/Elafnet Service provided customers with access to the Protected Channels. Around March 2018, CA Defendants attempted to conceal the way they offered the Protected Channels by requiring their customers to stream those channels from software files or "apps" that were either preloaded onto ATN set-top boxes or available for download from a proprietary ATN/Elafnet Service app store.

29. Hammo explained in detail the new way CA Defendants were providing access to the Protected Channels in an April 2018 discussion with a prospective reseller. During that discussion, Hammo acknowledged that DISH has exclusive rights in numerous international channels, including popular Arabic channels such as MBC, and that ElafnetTV is not authorized to transmit these channels in the United States. However, Hammo said, "we came up with a workaround solution" by providing the unlicensed channels through certain "hidden apps." To get around DISH's rights, Hammo said, the customer has to download the hidden apps, but they still use their ElafnetTV login for access. Hammo made clear that although the ATN set-top boxes ran on Android-based software, the hidden apps were not available through the Google Play Store and may only be downloaded through an app store exclusive to their ATN/Elafnet Service.

30. CA Defendants advertised and promoted the ATN/Elafnet Service as a source for the Protected Channels. In or about March 2018, a DISH investigator who had registered his email address with ElafnetTV after making a purchase from CA Defendants in 2017 and 2018, received an email from ATN Media Group, telling him to “TRY OUR SERVICE FOR FREE” and that there is “Amazing Arabic content in your ATN box!” The email contained logos for MBC, MBC Drama, and MBC Masr.



31. The DISH investigator contacted ATN, inquiring about how to receive the channels identified in the advertisement, and was told by ATN that he needed to contact ElafnetTV, whose representatives would be able to fix their problems and answer any questions. The DISH investigator then contacted ElafnetTV at the phone number listed on CA Defendants’ Elafnettv.com website and engaged in the following discussion with Abuoun:

Investigator: I received an email from ATN Network saying that they do have MBC channels however using my new STB [set-top box], I was not able to get any MBC channels. Can you help me please to get the channels?

Abuoun: Sure, don't worry. We provide those channels for our customers and I'll ...support you to get them. Can you please give me your Box S/N [serial number]?

Investigator: yes sure, [gives serial number].

Abuoun: Please put off the box for 5 minutes and after put it on and you will find a new application called "Soccer TV." You can find this application through "My Apps" button and then select the Soccer TV app. You will be able to get all the Arabic and Sports channels.

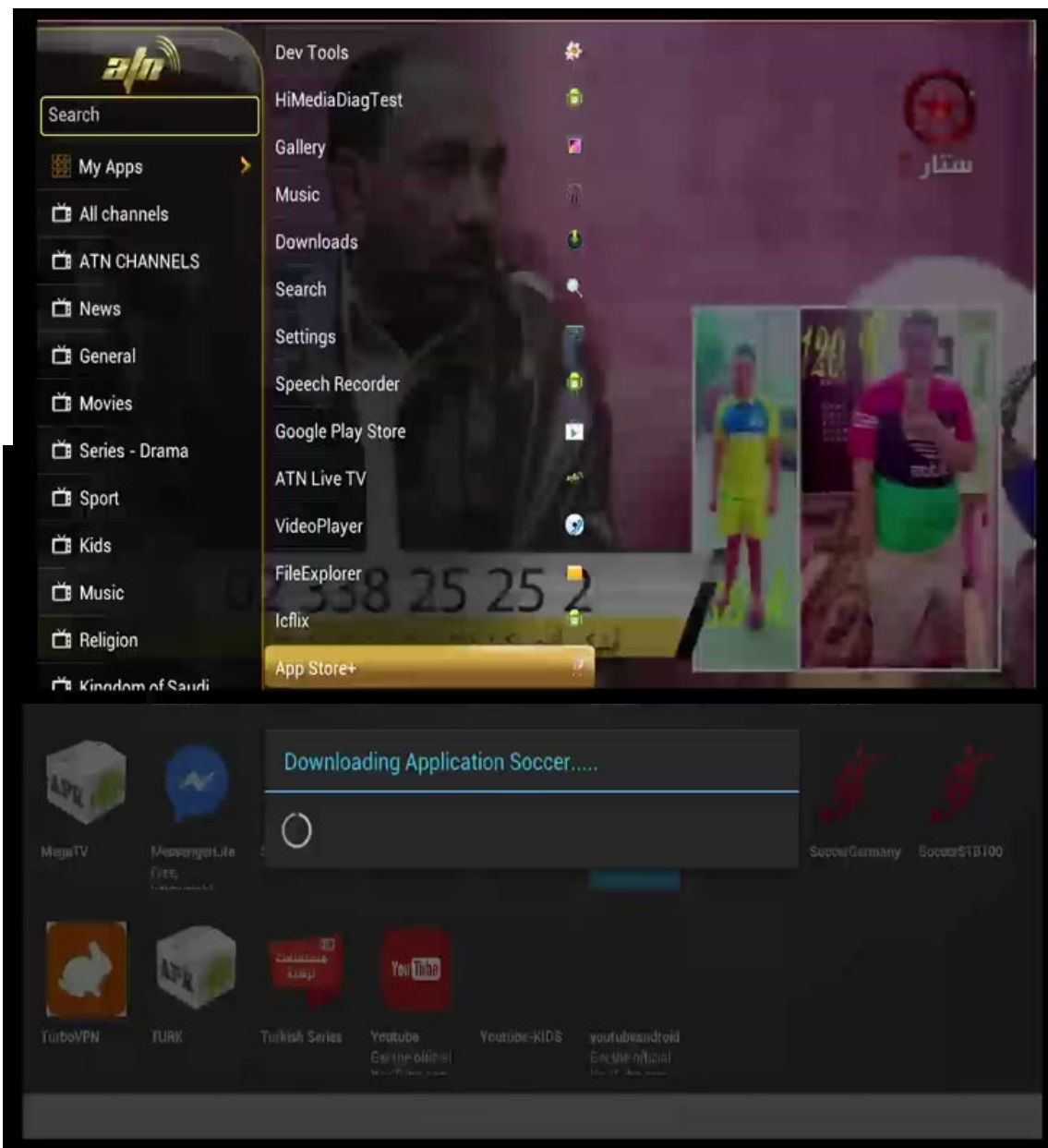
Investigator: Thanks Sir.

Abuoun: If for some reasons, you can't find the Soccer TV app...you can download it from our store: "App Store+." Try to access...this store and you will be able to download and install Soccer TV application.

Investigator: Thanks Sir, much appreciated.

Abuoun: Anytime, if you got an issue, just call me back.

32. The DISH investigator followed Abuoun’s directions, waiting five minutes before powering his ATN set-top box on again, and as Abuoun said, a new section appeared on the main menu called “App Store+.”



33. The App Store+ provided a number of apps for CA Defendants’ customers to download onto their ATN set-top boxes, including the Soccer TV app. When CA Defendants’ customers downloaded Soccer TV from the App Store+ they were immediately provided with

access to the Protected Channels. CA Defendants' customers were not required to enter any additional activation code. Rather, Soccer TV was activated using the same subscription credentials used to activate the ATN/Elafnet Service, meaning that CA Defendants are responsible for controlling access to the Soccer TV app.

34. Also in or about March 2018, another "hidden app" appeared on ATN set-top boxes called "Galaxy TV." Network analysis of Galaxy TV indicates that it was a rebranded version of the "Red IPTV" streaming service, which was determined in previous litigation to be transmitting channels exclusively licensed to DISH without authorization.⁵

35. During Hammo's April 2018 discussion with a prospective reseller, he identified the Galaxy TV app as one of two "hidden apps" through which CA Defendants would "get around" DISH's exclusive rights and still be able to provide the most popular unlicensed channels to Defendants' customers. During this discussion, Hammo also stated that ElafnetTV is a "family business," he was "in charge," and they had approximately 100 resellers of the ATN/Elafnet Service in the United States.

36. CA Defendants profited from their scheme by selling ATN set-top boxes and corresponding ATN/Elafnet Service subscriptions, which retailed from \$140 for a one-year subscription and from \$195 for a one-year subscription and set-top box package.

37. In or about May 2018, DISH's investigator purchased an ATN V Orient-model set-top box and 12-month subscription from CA Defendants through their Elafnettv.com website for \$195. The DISH investigator contacted CA Defendants at the phone number listed on the website, who proceeded to complete the transaction over the phone. Upon completion of the order, the

⁵ See *DISH Network L.L.C. v. Mo' Ayad Al Zayed Trading Est.*, No. 4:17-cv-03909, Dkts. 29, 37 (S.D. Tex. 2017).

investigator received an email containing a subscription code for the Galaxy TV app. To activate the Galaxy TV app, CA Defendants' customers needed only to select the app from the "My Apps" menu of the ATN set-top box and then enter the subscription code provided by CA Defendants. Protected Channels were observed during testing of the Galaxy TV app.

38. In or about June 2020, DISH's investigator purchased another ATN set-top box from CA Defendants through their Elafnettv.com website under the item description "ATN IPTV Box + 12 Months Subscription." The ATN set-top box that CA Defendants shipped to complete this order came in a box labeled, "ATN TURKISH SMART TV BOX." When DISH's investigators turned on the ATN set-top box, the first images that appeared on the screen were ATN Network logos. In less than 30 seconds, an application called "Galaxy Pro" was automatically loaded and provided access to the Protected Channels. No user intervention aside from powering on the ATN set-top box was required to configure or launch the Galaxy Pro app. The app was configured to start automatically by itself upon powering on the ATN set-top box.

39. The return address for ATN set-top boxes that CA Defendants shipped to their customers was Hasan Saffar, PO Box 781606, Orlando, FL 32878. Saffar is an individual residing in Orlando, Florida who has been involved with "customer support" for ElafnetTV since 2012. Upon information and belief, Mansi, Ibrahim, and Hammo engaged Saffar to, among other things, ship ATN set-top boxes to CA Defendants' paying customers in the United States and to receive and process returns from an Orlando PO Box.

40. The Protected Channels were observed during testing of the ATN set-top boxes and ATN/Elafnet Service subscriptions purchased from CA Defendants' Elafnettv.com website, including the "Soccer TV," "Galaxy TV," and "Galaxy Pro" apps.

41. CA Defendants had actual knowledge that the transmission of the Protected Channels on their ATN/Elafnet Service infringed DISH's copyrights. For example, in April 2018 Hammo acknowledged DISH's exclusive rights in popular international channels, such as MBC. DISH and Networks also sent at least 20 notices of infringement to CA Defendants between November 2013 and October 2020, demanding that they cease transmitting the Protected Channels identified in the notices, or otherwise cease distributing, selling, and promoting the ATN/Elafnet Service in the United States.

42. DISH and Networks sent at least 90 additional notices of infringement to ATN between November 2013 and October 2020, demanding that they cease transmitting the Protected Channels identified in the notices on the ATN/Elafnet Service in the United States. Upon information and belief, at least some of these notices were forwarded to or discussed with CA Defendants.

CLAIMS FOR RELIEF
Count I

Inducing and Materially Contributing to Copyright Infringement Under 17 U.S.C. § 501

43. DISH repeats and realleges the allegations in paragraphs 1-42.

44. DISH is a copyright owner under 17 U.S.C. § 106 because DISH holds, or held during the relevant time period, the exclusive rights to distribute and publicly perform in the United States, by means including satellite, OTT, IPTV, and Internet, the programs that make up the Protected Channels.

45. The programs that make up the Protected Channels are original audiovisual works fixed in a tangible medium of expression, and are therefore copyrightable subject matter. DISH's copyrights in programs that aired on the Protected Channels arise under laws of nations other than

the United States that are parties to copyright treaties with the United States, including the United Arab Emirates, Qatar, Egypt, Lebanon, Pakistan, India, and Bangladesh where the programs were authored and first published. Under 17 U.S.C. §§ 101, 411, the programs that make up the Protected Channels are non-United States works and, therefore, registration with the United States Copyright Office is not a prerequisite to filing a copyright infringement action with respect to these works.

46. DISH's exclusive rights to distribute and publicly perform the Protected Channels and programs that make up the Protected Channels are directly infringed by the unauthorized transmission of these programs to ATN/Elafnet Service users who accessed the programs using the "My Apps" menu and "Soccer TV," "Galaxy TV," and "Galaxy Pro" apps.

47. Hammo materially contributed to this infringement of DISH's exclusive distribution and public performance rights by, among other things, providing ATN/Elafnet Service users with access to the Protected Channels and the programs that make up the Protected Channels, despite having the ability to prevent such access. Hammo also induced the infringement of DISH's exclusive distribution and public performance rights by, among other things, creating or expanding the audience for that infringement in the United States.

48. Hammo sold the ATN/Elafnet Service to customers in the United States who purchased their ATN set-top boxes and service subscriptions. The ATN/Elafnet Service connected users to unauthorized streams of the Protected Channels and the programs that make up the Protected Channels. The ATN set-top boxes sold by Hammo were preconfigured such that users could immediately access the Protected Channels using the My Apps menu and Galaxy Pro app, by simply powering on the device and without the need for manually locating and installing any additional software or apps.

49. Hammo advertised the ATN/Elafnet Service as a means of accessing the Protected Channels and the programs that make up the Protected Channels. Hammo intended that the ATN/Elafnet Service be used to access the Protected Channels and the programs that make up the Protected Channels, and he promoted, encouraged, and facilitated using the ATN set-top boxes and service subscriptions in this manner.

50. Hammo had actual knowledge that the transmission of the Protected Channels and the programs that make up the Protected Channels to ATN/Elafnet Service users infringed DISH's exclusive distribution and public performance rights.

51. Hammo could have taken simple measures to prevent infringement of DISH's copyrights when he received notices of infringement from DISH and Networks, such as ensuring that CA Defendants' ATN set-top boxes were not pre-configured to access the Protected Channels prior to sale by either not loading or by removing the software files or apps used to access to the Protected Channels. Hammo could have also blocked or caused ATN to block the ATN/Elafnet Service from accessing servers, URLs, and apps that were identified to be streaming the Protected Channels or the content that airs on the Protected Channels. Hammo could have also easily refrained from providing instructions to his customers on how to locate, install, and activate software files and apps which provided users with access to the Protected Channels.

52. The infringement of DISH's rights in each program constitutes a separate and distinct act of copyright infringement.

53. Hammo's actions were willful, malicious, intentional, and purposeful, and in disregard of and with indifference to the rights of DISH.

54. Unless enjoined by the Court, Hammo will continue to engage in acts causing substantial and irreparable injury to DISH that includes damage to its reputation, loss of goodwill, and lost sales, for which there is no adequate remedy at law.

Count II

((Willful and Malicious Injury – 11 U.S.C. § 523(a)(6))

55. DISH repeats and realleges the allegations in paragraphs 1-54.

56. Hammo materially contributed to infringement of DISH's exclusive distribution and public performance rights by, among other things, providing ATN/Elafnet Service users with access to the Protected Channels and the programs that make up the Protected Channels, despite having the ability to prevent such access. Hammo also induced the infringement of DISH's exclusive distribution and public performance rights by, among other things, creating or expanding the audience for that infringement in the United States.

57. Hammo sold the ATN/Elafnet Service to customers in the United States who purchased their ATN set-top boxes and service subscriptions. The ATN/Elafnet Service connected users to unauthorized streams of the Protected Channels and the programs that make up the Protected Channels. The ATN set-top boxes sold by Hammo were preconfigured such that users could immediately access the Protected Channels using the My Apps menu and Galaxy Pro app, by simply powering on the device and without the need for manually locating and installing any additional software or apps.

58. Hammo advertised the ATN/Elafnet Service as a means of accessing the Protected Channels and the programs that make up the Protected Channels. Hammo intended that the ATN/Elafnet Service be used to access the Protected Channels and the programs that make up the

Protected Channels, and he promoted, encouraged, and facilitated using the ATN set-top boxes and service subscriptions in this manner.

59. Hammo had actual knowledge that the transmission of the Protected Channels and the programs that make up the Protected Channels to ATN/Elafnet Service users infringed DISH's exclusive distribution and public performance rights.

60. Hammo could have taken simple measures to prevent infringement of DISH's copyrights when he received notices of infringement from DISH and Networks, such as ensuring that CA Defendants' ATN set-top boxes were not pre-configured to access the Protected Channels prior to sale by either not loading or by removing the software files or apps used to access to the Protected Channels. Hammo could have also blocked or caused ATN to block the ATN/Elafnet Service from accessing servers, URLs, and apps that were identified to be streaming the Protected Channels or the content that airs on the Protected Channels. Hammo could have also easily refrained from providing instructions to his customers on how to locate, install, and activate software files and apps which provided users with access to the Protected Channels.

61. There was no just cause or excuse for Hammo's actions.

62. Hammo had knowledge that his actions would cause harm to DISH.

63. Hammo's actions violate 17 U.S.C. § 501.

64. The compensatory and statutory damages, attorney's fees, and costs owed by Hammo to DISH from his violations 17 U.S.C. § 501 are debts that directly stem from Hammo's willful and malicious injury to DISH.

65. For the foregoing reasons, the debt owed by Hammo to DISH is non-dischargeable under 11 U.S.C. § 523(a)(6).

PRAYER FOR RELIEF

WHEREFORE, DISH prays for judgment against Hammo as follows:

A. For a grant of permanent injunctive relief under 17 U.S.C. § 502 restraining and enjoining Hammo, and any of his agents, servants, employees, attorneys, or other persons acting in active concert or participation with any of the foregoing that receives actual notice of the order (including, without limitation, resellers of the ATN/Elafnet Service), from:

1. transmitting, streaming, distributing, or publicly performing in the United States, with any ATN set-top box, ATN/Elafnet Service subscription, Galaxy Pro, Galaxy TV, or Soccer TV app, or any other device, service, application, or process, the Protected Channels or any of the programming that comprises any of the Protected Channels;

2. distributing, selling, providing, or promoting any product or service in the United States, including any ATN set-top box, ATN/Elafnet Service subscription, Galaxy Pro, Galaxy TV, or Soccer TV app, or other application, that comprises the whole or part of a network or service for the distribution or public performance of the Protected Channels or any of the programming that comprises any of the Protected Channels; and

3. advertising, displaying, or marketing any ATN set-top box, ATN/Elafnet Service subscription, Galaxy Pro, Galaxy TV, or Soccer TV app, or other device, service, or application in connection with the Protected Channels or any of the programming that comprises any of the Protected Channels.

4. inducing or contributing to others' conduct that falls within 1, 2, or 3 above.

B. For 107 or more registered works, statutory damages as awarded by the Court up to \$150,000 per registered work infringed under 17 U.S.C. § 504(c), or Hammo's profits attributable to the infringement of those registered works under 17 U.S.C. § 504(b).

C. For unregistered works, an award of Hammo's profits attributable to the infringement of each unregistered work under 17 U.S.C. § 504(b).

D. For DISH's attorneys' fees and costs under 17 U.S.C. § 505.

E. For impoundment and disposition of all infringing articles under 17 U.S.C. § 503.

F. For an order permanently transferring each domain name that Hammo used in connection with the infringement to DISH.

G. For pre- and post-judgment interest on all monetary relief, from the earliest date permitted by law at the maximum rate permitted by law.

H. For a finding that the debt owed by Hammo to DISH is non-dischargeable under 11 U.S.C. § 523(a)(6);

I. For such additional relief as the Court deems just and equitable.

Dated: August 20, 2021

s/ James A. Boatman, Jr.
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