



Defendants work in concert or participation with each other to receive DISH's channels for retransmission on the Voodoo IPTV pirate streaming service, including the DISH Programming. Defendants' actions violate the Federal Communications Act ("FCA"), 47 U.S.C. §§ 605(a) and 605(e)(4).

**PARTIES**

2. Plaintiff DISH Network L.L.C. is a Colorado limited liability company with its principal place of business located at 9601 South Meridian Blvd., Englewood, Colorado 80112.

3. Plaintiff NagraStar LLC is a Colorado limited liability company with its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112.

4. Upon information and belief, Defendant Cren Motasaki is an individual residing in Toronto, Ontario, Canada, who oversees the day-to-day operations and makes the final decisions concerning the Voodoo IPTV pirate streaming service.

5. Upon information and belief, Defendant Atta Ur Rauf is an individual residing in Vaughan, Ontario, Canada, who manages sales and financials for the Voodoo IPTV pirate streaming service.

6. Upon information and belief, Defendant Rafayet Alam, also known as Rafa Abdul, is an individual residing in Kitchener, Ontario, Canada, who is in charge of sales for the Voodoo IPTV pirate streaming service.

7. Upon information and belief, Defendant Pepin Woolcock is an individual residing in Guelph, Ontario, Canada, who is a programmer and developer for the Voodoo IPTV pirate streaming service.

8. Upon information and belief, Defendant Sajan Kyubi Shrestha is an individual residing in Kavrepalanchok, Nepal, who is a programmer and developer for the Voodoo IPTV pirate streaming service.

9. Defendants Does 1-11 are one or more persons responsible for eleven DISH subscription accounts that were created with false information and used to receive DISH's channels for retransmission on the Voodoo IPTV pirate streaming service without authorization. An Internet Protocol ("IP") address located in Toronto, Canada was used to access at least seven of these eleven DISH subscription accounts. Plaintiffs believe that discovery will lead to the identification of Does 1-11, and allow Plaintiffs to amend the complaint to identify them by name.

10. All Defendants are acting jointly in furtherance of a common scheme to steal DISH programming and resell it to unauthorized users of the Voodoo IPTV pirate streaming service. Any judgment pursuant to Plaintiffs' request for relief should be rendered joint and several against the Defendants.

### **JURISDICTION & VENUE**

11. Plaintiffs assert claims under 47 U.S.C. §§ 605(a) and 605(e)(4). The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

12. Defendants are subject to personal jurisdiction in this Court pursuant to Fed. R. Civ. P. 4(k)(2) because Defendants have purposefully directed their conduct toward and purposefully availed themselves of the privilege of conducting business within the United States, causing injury to Plaintiffs within the United States. Defendants subscribed to eleven DISH subscription accounts in the United States to receive DISH's channels for retransmission on the Voodoo IPTV pirate streaming service without authorization. Upon information and belief, Defendants sold subscriptions to approximately 50,000 users of the Voodoo IPTV pirate streaming service, many

of whom are located in the United States. Upon information and belief, Defendants are not subject to personal jurisdiction in any state's courts of general jurisdiction. Exercising personal jurisdiction over Defendants is consistent with the Constitution and laws of the United States.

13. Venue is proper in this Court under 28 U.S.C. § 1391(b)(3) because Defendants are subject to personal jurisdiction in this district and under § 1391(c)(3) because Defendants are nonresidents that may be sued in any judicial district.

### **DISH'S SATELLITE TELEVISION PROGRAMMING**

14. DISH is the fourth largest pay-television provider in the United States and delivers programming to millions of subscribers nationwide via a direct broadcast satellite system.

15. DISH uses high-powered satellites to broadcast, among other things, movies, sports, and general entertainment services to consumers who have been authorized to receive such services after paying a subscription fee, or in the case of a pay-per-view movie or event, the purchase price.

16. DISH contracts for and purchases rights for the programming that is distributed on its platform from network affiliates, motion picture distributors, pay and specialty broadcasters, cable networks, sports leagues, and other holders of programming rights. The DISH programming includes the Aapka Colors, ARY Digital, ARY News, ARY Zauq, Azteca America, BET, Centroamerica Oeste, Cooking, Dunya TV, Express Entertainment, Express News, Galavision, Hum Sitaray, Hum TV, Lifetime, MBC1, MBC Masr, Murr TV, OTV, Pasiones, Record TV Americas, SAB, Showtime 2, Showtime East, Sony SET, Telemundo Oeste, TUDN, TV Globo Internacional, TVI Internacional, Univision Este, Univision Oeste, USA Network, Willow Cricket, and Zee TV channels (collectively, the "DISH Programming").

17. NagraStar provides smart cards and other proprietary security technologies that form a conditional access system used to authorize receipt of DISH's satellite programming.

18. DISH programming is scrambled prior to being transmitted to a number of satellites located in geo-synchronous orbit above Earth. The satellites relay the encrypted DISH signal back to Earth where it can be received by authorized DISH subscribers that have the necessary equipment, including a DISH receiver and NagraStar smart card. The receiver and smart card convert DISH's encrypted satellite signal into viewable programming that can be displayed on the attached television of an authorized DISH subscriber.

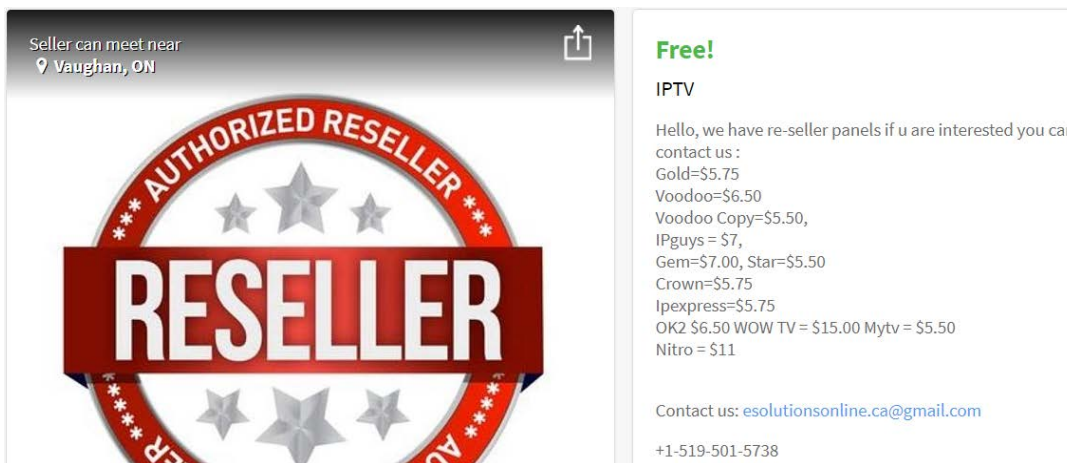
**DEFENDANTS' WRONGFUL CONDUCT**

19. Defendants sell Device Codes designed and provided by Defendants for the purpose of enabling customers to access servers that are used to stream the television programming on the Voodoo IPTV pirate streaming service, including the DISH Programming.

20. Defendants sell these Device Codes on various websites, including Iptvvoodoo.com, Voodootv.in, and Buyiptvonline.net (collectively, the "Voodoo IPTV Domains") and through posts on Facebook.com, Varagesale.com, and Carousell.com.

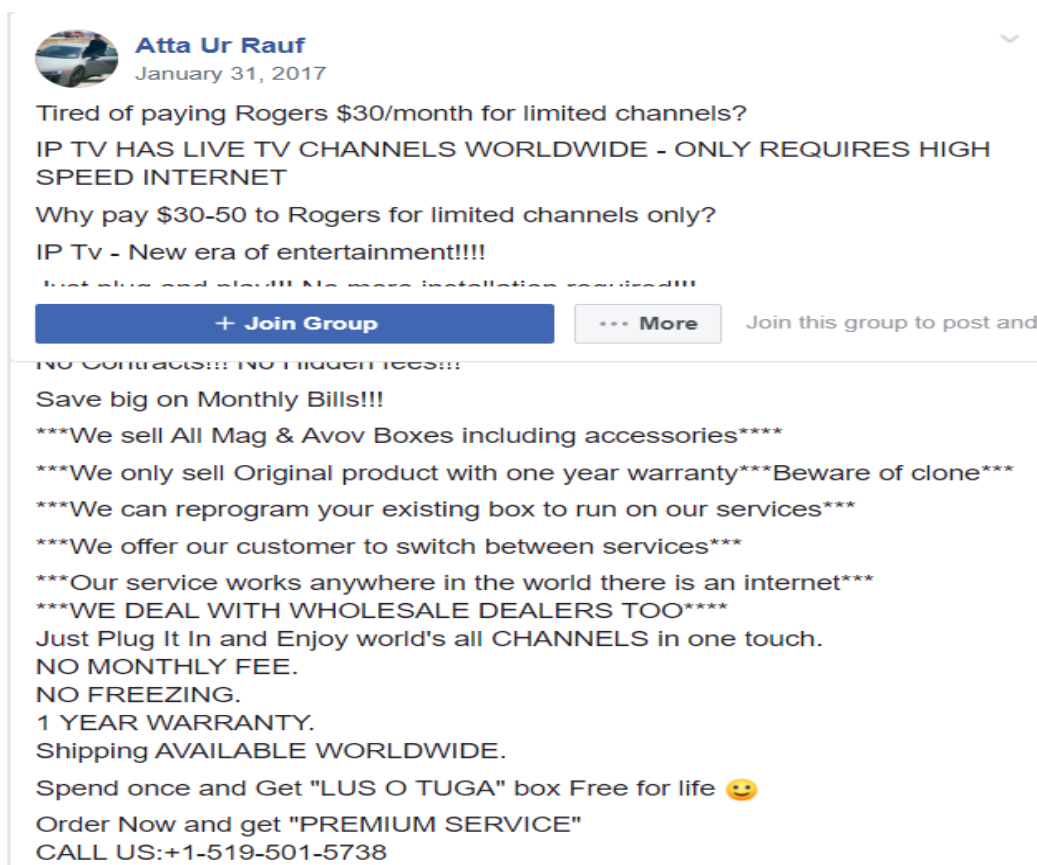
21. Payments for the Device Codes are received by Defendants through online payment processors such as PayPal, with email addresses including *mynameiscren@hotmail.com*, *esolutionsonline.ca@gmail.com*, and *kewltvdr@gmail.com*. Upon information and belief, these email addresses are also used to make payments for computer servers used to operate the Voodoo IPTV pirate streaming service.

22. One of Atta Ur Rauf's Varagesale posts identified himself as an "Authorized Reseller" and advertised to other resellers stating "we have re-seller panels," listed Voodoo IPTV for \$6.50 per month, and directed customers to "contact us" at *esolutionsonline.ca@gmail.com*.



The screenshot shows a Facebook post from a user with a profile picture of a car. The post features a large red and white circular logo that reads "AUTHORIZED RESELLER" around the top and "RESELLER" in a large white font on a red banner across the middle. The background of the logo has several grey stars. To the right of the logo, the text reads: "Free! IPTV Hello, we have re-seller panels if u are interested you can contact us : Gold=\$5.75 Voodoo=\$6.50 Voodoo Copy=\$5.50, IPguys = \$7, Gem=\$7.00, Star=\$5.50 Crown=\$5.75 Ipexpress=\$5.75 OK2 \$6.50 WOW TV = \$15.00 Mytv = \$5.50 Nitro = \$11 Contact us: [esolutionsonline.ca@gmail.com](mailto:esolutionsonline.ca@gmail.com) +1-519-501-5738".

23. One of Atta Ur Rauf’s Facebook posts discouraged customers from paying “\$30/month for limited channels” because “IPTV HAS LIVE TV CHANNELS WORLDWIDE.” Rauf advertised Android TV Boxes and “our service” allows users to “Just Plug it in and Enjoy world’s all CHANNELS” with “NO MONTHLY FEE” and “WE DEAL WITH WHOLESALE DEALERS.”



The screenshot shows a Facebook post by Atta Ur Rauf, dated January 31, 2017. The post text reads: "Tired of paying Rogers \$30/month for limited channels? IP TV HAS LIVE TV CHANNELS WORLDWIDE - ONLY REQUIRES HIGH SPEED INTERNET Why pay \$30-50 to Rogers for limited channels only? IP Tv - New era of entertainment!!!! Just plug and play!!! No more installation required!!!!". Below the text are buttons for "+ Join Group" and "... More". The post continues with: "NO Contracts!!! NO HIDDEN FEES!!! Save big on Monthly Bills!!! \*\*\*We sell All Mag & Avov Boxes including accessories\*\*\*\* \*\*\*We only sell Original product with one year warranty\*\*\* Beware of clone\*\*\* \*\*\*We can reprogram your existing box to run on our services\*\*\* \*\*\*We offer our customer to switch between services\*\*\* \*\*\*Our service works anywhere in the world there is an internet\*\*\* \*\*\*WE DEAL WITH WHOLESALE DEALERS TOO\*\*\*\* Just Plug It In and Enjoy world's all CHANNELS in one touch. NO MONTHLY FEE. NO FREEZING. 1 YEAR WARRANTY. Shipping AVAILABLE WORLDWIDE. Spend once and Get "LUS O TUGA" box Free for life 😊 Order Now and get "PREMIUM SERVICE" CALL US:+1-519-501-5738".

24. The Device Codes are designed to be used with Android TV Boxes including MAG254. Rafayet Alam sells these Android TV Boxes on his Phatelectronics.com website. Rafayet Alam sells Device Codes to customers that contact him by phone or email.

25. Iptvoodoo.com advertised that a “Voodoo Subscription brings you Channels from Around the World! IPTV Voodoo offers channels in all languages in one IPTV subscription plan. Over 2500 Live TV Channels, over 5000 Movies, more than 2000 TV Series and much more.”

26. Buyiptvonline.net advertises that Voodoo IPTV “has over 3000+ channel and has many International” channels.

**3 WAY TO PAY YOU PICK HOW YOU WANT TO PAY WHEN YOU PLACE YOUR ORDER**

PayPal  
VISA  
MasterCard  
American Express  
Discover  
Interac e-Transfer  
bitcoin  
ACCEPTED HERE

**BUY NOW VOODOO**

**VOODOO IPTV**  
has over 3000+ channel and has many International so if you are looking for some of does hard to find channel for different count it maybe for you also have a large International PPV section that is hard to find in most providers. Some of the EPG is missing on the service and is a little slow to load but other than that is a good service please take a look the channel line up at the bottom of this webpage.

**BUY VOODOO IPTV**  
TO BUY SELECT HOW MAY MONTHS AND WHAT CURRENCY AND CLICK ON ADD BUTTON

1 MTH \$15.00 USD

15.00 \$ **Add**

27. Cren Motasaki is listed as the contact on three FCC Wireless Applications for Android TV Boxes that can be used with the Device Codes to receive unauthorized access to the DISH Programming.

28. Pepin Woolcock’s duties as the developer for the Voodoo IPTV pirate streaming service are described in his resume publicly available at <https://itvt.com/user/pepinw>. Woolcock identifies himself as a “Clustered IPTV Developer” that “come[s] from experience of being lead developer of IPTV” and he “worked as a team of one on a fully in-house-developed solution for IPTV.”

## pepinw

### Personal Information

#### Job Title

Clustered IPTV Developer

#### Company

Fibernetics

#### About me

My name is Pepin Woolcock.

I come from experience of being lead developer of IPTV with a growing CLEC in Kitchener, Ontario, Canada.

I worked as a team of one, on a fully in-house-developed solution for IPTV.



29. The portal address for the Voodoo IPTV pirate streaming service is [http://voodoo.dynsite.tm:88/stalker\\_portal/c/](http://voodoo.dynsite.tm:88/stalker_portal/c/).

30. The Voodoo IPTV pirate streaming service is, and has been, retransmitting the DISH Programming without authorization from DISH. The DISH Programming was received from DISH's satellite television service without authorization. The DISH Programming was distributed to Voodoo IPTV customers for Defendants' benefit and the benefit of Voodoo IPTV customers who were not entitled to receive the DISH Programming. Messages transmitted as part of DISH's satellite television signals were observed on the DISH Programming retransmitted on the Voodoo IPTV pirate streaming service, confirming that the DISH Programming originated from DISH subscriber accounts and DISH's satellite broadcasts.

31. Defendants have been selling Device Codes to the Voodoo IPTV pirate streaming service through the Voodoo IPTV Domains, Facebook, Varagesale, and Carousell at prices starting at \$6.50 to \$15 per month. After payment is made by the Voodoo IPTV customers, Defendants provide the customers with Device Codes that can be used to access the Voodoo IPTV pirate streaming service from Android TV Boxes and other streaming devices. Once the Voodoo IPTV



application is downloaded and the Device Codes are entered, the customers are able to view unauthorized programming using the Voodoo IPTV pirate streaming service, including the DISH Programming.

32. In addition to their direct sale and distribution of Device Codes and Android TV Boxes designed for accessing the Voodoo IPTV pirate streaming service, Defendants promote a “Reseller Program” whereby Defendants sell credits to the Voodoo IPTV piracy streaming service to authorized resellers for the purpose of reselling Voodoo IPTV Device Codes to other end users.

33. Upon information and belief, Defendants work in concert or participation with each other to receive DISH’s channels for retransmission on the Voodoo IPTV pirate streaming service, including the DISH Programming. Eleven DISH subscription accounts were created with false information and were used to receive and retransmit the DISH Programming on the Voodoo IPTV streaming service without authorization. An IP address located in Toronto, Canada was used to access at least seven of these eleven DISH subscription accounts.

34. Cren Motasaki has a history of engaging in piracy-related activities that impact Plaintiffs. Motasaki is a member of Worldoftv.com and has made posts in the Xstream codes auto installer thread. Motasaki used the email address *cre2v9hn@outlook.com* to make and receive payments for piracy-related devices. Motasaki used the email address *goodstuff4you247@gmail.com* to purchase streams of television programming.

35. Rafayet Alam has a history of engaging in piracy-related activities that impact Plaintiffs. Alam operated CDN.tm, which hosted video on demand (“VOD”) content for the JadooTV service, including content from the DISH Programming. Alam used the email address *rafay98@hotmail.com* to purchase a virtual server from iWeb and register to the FTAzeta.com piracy forum. Alam is a registered user of the Satfix.to piracy forum where he responds to users

and offers assistance with technical issues. Alam has been a registered user of other piracy forums including: ABAdss.com, FishTV, and Totalexterminator. Alam has sold Viewsat, Sonicview, CNX, Pinwheel, and JadooTV set-top boxes that provided users with unauthorized access to DISH television programming. Alam used the email address *goodstuff4you247@gmail.com* to sell Pinwheel set-top boxes and to make payments for piracy-related devices.

36. Pepin Woolcock has a history of engaging in piracy-related activities that impact Plaintiffs. Woolcock controls the IPTV website for IKXS Support found at <https://pepinw.wixsite.com/ikxs>, which offers IPTV services. Woolcock also sold Device Codes to the IKXS and Satlobo IKS services, which also enabled users to receive DISH's satellite communications of television programming without authorization.

37. Sajan Kyubi Shrestha has a history of engaging in piracy-related activities that impact Plaintiffs. Shrestha has been a programmer and developer for other IPTV services including Flex TV Box, Flex Seeker, Insane Live TV, and Yatra TV. Shrestha has also posted four piracy-related repositories onto Github.com titled Stalker, Xstream-Codes-2.2.0-Nullled, eurekatv, and Apps.

38. Defendants' wrongful conduct has caused irreparable harm to Plaintiffs for which there is no adequate remedy at law. Defendants' acts have resulted in providing an unknown number of Defendants' Voodoo IPTV customers with access to the DISH Programming, resulting in an unknown amount of revenues being diverted from Plaintiffs and an unknown amount of profits being received by Defendants. In addition to lost revenue and Defendants' profits, Defendants' actions cause harm to Plaintiffs in the form of loss of reputation and goodwill.

**CLAIMS FOR RELIEF**

**Count I**

**Violation of the Federal Communications Act, 47 U.S.C. § 605(a)  
(On Behalf of DISH)**

39. DISH repeats and realleges the allegations in paragraphs 1-38.

40. Upon information and belief, Defendants received DISH's transmissions of the DISH Programming and retransmitted the DISH Programming on the Voodoo IPTV pirate streaming service, without having authorization from DISH and for their own benefit and their subscribers, in violation of 47 U.S.C. § 605(a).

41. Defendants' sale and distribution of Android TV Boxes and Device Codes for accessing the Voodoo IPTV pirate streaming service assists end users to receive the DISH Programming or the content therein, without having authorization from DISH and for the benefit of the Voodoo IPTV end users, in violation of 47 U.S.C. § 605(a).

42. Defendants have been violating 47 U.S.C. § 605(a) willfully and for purposes of commercial advantage and private financial gain. Defendants knew or should have known their actions are illegal and prohibited.

43. Defendants' violations cause damage to DISH in an amount to be proven at trial. Unless enjoined by the Court, Defendants will continue to violate 47 U.S.C. § 605(a).

**Count II**

**Violation of the Federal Communications Act, 47 U.S.C. § 605(e)(4)  
(On Behalf of All Plaintiffs)**

44. Plaintiffs repeat and reallege the allegations in paragraphs 1-38.

45. Defendants sell and distribute Android TV Boxes and Device Codes used for accessing the Voodoo IPTV pirate streaming service in violation of 47 U.S.C. § 605(e)(4). The

Android TV Boxes and Device Codes are knowingly provided by Defendants for purposes of enabling customers access to the servers that are used to stream the television programming on the Voodoo IPTV pirate streaming service, including the DISH Programming. Defendants' customers are unable to receive the DISH Programming on the Voodoo IPTV pirate streaming service unless they have a valid Device Code. Accordingly, Defendants are engaged in the sale and distribution of Android TV Boxes and Device Codes with knowledge, or reason to know, that these devices are intended to be used in receiving the DISH Programming or its content, without having authorization from DISH and for the benefit of the Voodoo IPTV end users, which is activity that violates 47 U.S.C. § 605(a).

46. Defendants violated 47 U.S.C. § 605(e)(4) willfully and for purposes of commercial advantage and private financial gain. Defendants knew or should have known their actions are illegal and prohibited.

47. Defendants' violations cause damage to Plaintiffs in an amount to be proven at trial. Unless enjoined by the Court, Defendants will continue to violate 47 U.S.C. § 605(e)(4).

### **PRAYER FOR RELIEF**

WHEREFORE, DISH prays for judgment against Defendants as follows:

A. For permanent injunctive relief under 47 U.S.C. § 605(e)(3)(B)(i) restraining and enjoining Defendants, and any agent, servant, employee, attorney, or other person acting in active concert or participation with any of the foregoing that receives actual notice of the order, from:

1. receiving or assisting others in receiving DISH's satellite transmissions or the television programming contained therein without authorization, including transmitting DISH television programming or its content over the Internet or by other means, or distributing DISH

television programming or its content to persons not authorized by DISH to receive or view that programming or channel; and

2. manufacturing, assembling, modifying, importing, exporting, selling, or distributing devices, subscriptions, applications, or device codes related to the Voodoo IPTV pirate streaming service, or any other device or equipment that is intended for receiving or assisting in receiving DISH's satellite transmissions or the television programming contained therein without authorization;

B. For an order authorizing Plaintiffs to take possession of and destroy all Voodoo IPTV devices, subscriptions, applications, and device codes, as well as all streaming devices, technologies, tools, software, products, components, or parts thereof in the custody or control of Defendants that the Court has reasonable cause to believe were involved in Defendants' violations of the FCA, pursuant to 47 U.S.C. § 605(e)(3)(B)(i);

C. For an order requiring removal of Defendants' advertisements and social media pages concerning Voodoo IPTV, and an order requiring transfer of Defendants' websites concerning Voodoo IPTV to Plaintiffs;

D. For an order directing Defendants to preserve and turn over to Plaintiffs all hard copy and electronic records concerning Voodoo IPTV devices, subscriptions, applications, device codes, or any similar product or service, including manufacturers, exporters, importers, dealers, or purchasers of such products or services, or any persons involved in receiving DISH's satellite transmissions or the programming contained therein without authorization;

E. Award DISH the greater of its actual damages together with any profits made by Defendants that are attributable to the violations alleged herein, or statutory damages in the amount of up to \$10,000 for each violation of 47 U.S.C. § 605(a), under 47 U.S.C. § 605(e)(3)(C)(i), and

to increase the amount by \$100,000 for each violation, in accordance with 47 U.S.C. § 605(e)(3)(C)(ii);

F. Award Plaintiffs the greater of their actual damages together with any profits made by Defendants that are attributable to the violations alleged herein, or statutory damages in the amount of up to \$100,000 for each violation of 47 U.S.C. § 605(e)(4), under 47 U.S.C. § 605(e)(3)(C)(i);

G. Award Plaintiffs their costs, attorney's fees, and investigative expenses under 47 U.S.C. § 605(e)(3)(B)(iii);

H. For a full and accurate accounting of all profits and other benefits received by Defendants as a result of the wrongful conduct described herein;

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

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

Dated: May 15, 2020

Respectfully submitted,

**HAGAN NOLL & BOYLE LLC**

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