

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

Electronically Filed

DISH NETWORK L.L.C. and SLING TV
L.L.C.,

Plaintiffs,

v.

KEVIN HIBDON, Individually and d/b/a
LOUISVILLE MEDIA BOX

Serve: Kevin Hibdon
9599 Highway 44 East
Mount Washington, KY 40047

and

JAMES DUSTIN MEADOWS, Individually
and d/b/a LOUISVILLE MEDIA BOX

Serve: James Dustin Meadows
918 Capital Hills Drive
Jeffersonville, IN 47130,

Defendants.

Case No. 3:21-cv-655-DJH

PLAINTIFFS' COMPLAINT

Plaintiffs DISH Network L.L.C. (“DISH”) and Sling TV L.L.C. (“Sling”) (collectively, DISH and Sling are referred to as the “Plaintiffs”), bring this action against Defendants Kevin Hibdon (“Hibdon”) and James Dustin Meadows (“Meadows”) (collectively Hibdon and Meadows are referred to as the “Defendants”), for circumventing and providing technologies, equipment, and services that circumvent the security measures employed by Sling, and thereby provide DISH’s television programming to Defendants’ customers without authorization. Defendants’ actions violate the Digital Millennium Copyright Act, 17 U.S.C. § 1201, *et seq.* (“DMCA”).

NATURE OF THE ACTION

1. DISH and Sling are television service providers that deliver programming live and on demand to millions of authorized, fee-paying subscribers in the United States using security technologies provided by content protection providers. Defendants traffic in access codes to and/or operate or facilitate the operation of illicit streaming services. Under the Louisville Media Box (“LMB”) banner Defendants are selling subscriptions or access codes and set-top-boxes (“STBs”) or portable streaming devices (“PSBs”) designed to enable access to pirate television services which allow Defendants’ customers access to Plaintiffs’ transmissions of television programming by providing the means to decrypt and acquire it without authorization.

PARTIES

2. Plaintiff DISH Network L.L.C. is a Colorado limited liability company organized having its principal place of business in Englewood, Colorado.

3. Plaintiff Sling TV L.L.C. is a Colorado limited liability company having its principal place of business in Englewood, Colorado.

4. Defendant Kevin Hibdon is an individual believed to be residing at 9599 Highway 44 E., Mount Washington, Kentucky 40047, Bullitt County.¹

5. Defendant James Dustin Meadows is an individual believed to be residing at 918 Capital Hills Dr., Jeffersonville, Indiana 47130, Clark County.

¹ The allegations made by Plaintiffs concerning the whereabouts and wrongful conduct of Defendants are based on the investigation completed to date, and with the reasonable belief that further investigation and discovery in this action will lead to additional factual support. Therefore, Plaintiffs reserve the right to supplement or amend their claims and the basis for those claims, with leave of court if necessary, as additional investigation and discovery is conducted.

JURISDICTION AND VENUE

6. DISH and Sling are claiming violations of the DMCA. Subject matter jurisdiction is proper in this Court under 28 U.S.C. §§ 1331 and 1338.

7. Defendants are subject to personal jurisdiction in this Court because Hibdon is believed to reside in this judicial district, can be found in this judicial district and is subject to *in personam* jurisdiction here, and because Defendants have each purposefully directed their conduct towards, and have each purposefully availed themselves of the privileges of conducting business activities within the Commonwealth of Kentucky by selling their infringing technologies, devices, and services to Defendants' customers in the Commonwealth of Kentucky, including at State Fairs and trade events in Kentucky, and circumventing the security measures employed by Sling, thereby allowing Defendants' customers to receive Plaintiffs' television programming without authorization and causing injury to DISH and Sling in the Commonwealth of Kentucky.

8. The Court is a proper venue under 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiffs' claims occurred in this judicial district. Venue is also appropriate in this Court under 28 U.S.C. § 1400(a) because Plaintiffs assert claims relating to the protection of copyrighted works.

DEFENDANTS' REBROADCASTING SCHEME

Plaintiffs' Programming

9. DISH is the fourth largest pay-television provider in the United States and delivers television programming to millions of subscribers nationwide.

10. Sling is a subsidiary of DISH and a pay-television provider in the United States that delivers television programming to millions of subscribers nationwide using the public internet ("Sling Programming"). Sling's internet transmissions of Sling Programming are secured using

digital rights management (“DRM”) technologies that include, based upon the subscriber’s viewing platform, Google’s Widevine DRM, Apple’s FairPlay DRM, and Microsoft’s PlayReady DRM. Each DRM has a key-based encryption and decryption process that is used to make Sling Programming accessible to only authorized Sling subscribers that purchased access to that Sling Programming and restricts unauthorized access to, copying, and retransmission of Sling Programming.

11. DISH and Sling 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.

12. DISH contracts for and purchases distribution rights for the programming that is broadcast on the Sling platform, including Sling Programming, from network affiliates, motion picture distributors, pay and specialty broadcasters, cable networks, sports leagues, and other holders of programming rights. The works broadcast by Sling are copyrighted.

Unauthorized Rebroadcasting of Plaintiffs’ Programming

13. Defendants’ pirate streaming services, including but not limited to Venom and PrimeStreams (the “Pirate Services”), are preloaded onto Defendants’ STBs and PSDs which are marketed and sold by Defendants under the LMB banner at trade shows, State Fairs, and through Defendants’ Facebook pages.

14. Meadows advertises LMB on Facebook stating that for \$10 a month an LMB customer can have over 3,500 channels, with “Premium, PPV and Sports Channels Included.”

See <https://www.facebook.com/photo.php?fbid=826326041114917&set=pb.100012125857507.-2207520000..&type=3>

Dustin Meadows
November 1, 2019 · 🌐

We are now at 5 connections for \$20 per. Month
Free 1 month trials as well
Kevin Cableman Hibdon

AVAILABLE ON
ANDROID, FIRE DEVICES, XBOX, PC, MAC

YOU WILL NOT FIND ANYTHING BETTER

LOUISVILLE MEDIA BOX 3500+ CHANNELS INCLUDING LOCALS

IPTV

WILL ALSO WORK ON SMART TV'S LIKE SAMSUNG AND LG
INTERNET REQUIRED

PREMIUM, PPV AND SPORTS CHANNELS INCLUDED

\$10 A Month
NO CREDIT CHECK
PAY AS YOU GO
CANCEL ANYTIME

Just **\$10/MO**
When you buy 6 or More Months

Why Pay More? **(502) 408-8909**

Cut The Cord and Your Bill!

10 Likes · 23 Comments · 7 Shares

Like · Comment · Share

Dustin Meadows
Kevin Cableman Hibdon
Like · Reply · 1y · 2

Kristina Lynn Bohannon
What is this ???
Like · Reply · 1y

Dustin Meadows
Kristina Lynn Bohannon a live streaming service
Like · Reply · 1y

Kevin Cableman Hibdon
Dustin Meadows posted videos
Like · Reply · 1y

View 2 more replies

Tyler Jonas
I will say I have been more than impressed with the service. For the very few problems we have had compared to the amount of money we have saved it is not really comparable. On top of the ppv money we've saved I will be a loyal customer for years.
Like · Reply · 1y · Edited · 1

Douglas Zip Byrn
I need one that updates itself!!
I'm sick of these damn fire sticks
Like · Reply · 1y · Edited · 2

Kevin Cableman Hibdon
We have boxes that do
Like · Reply · 1y

Douglas Zip Byrn
Kevin very interested 🙏
Like · Reply · 1y

View 7 more replies

John E. Keown Jr
A few bugs off and on wonderful customer service
\$74.99 high speed internet is a lot cheaper than \$189.00 a month cable bill 😊
Like · Reply · 1y · 1

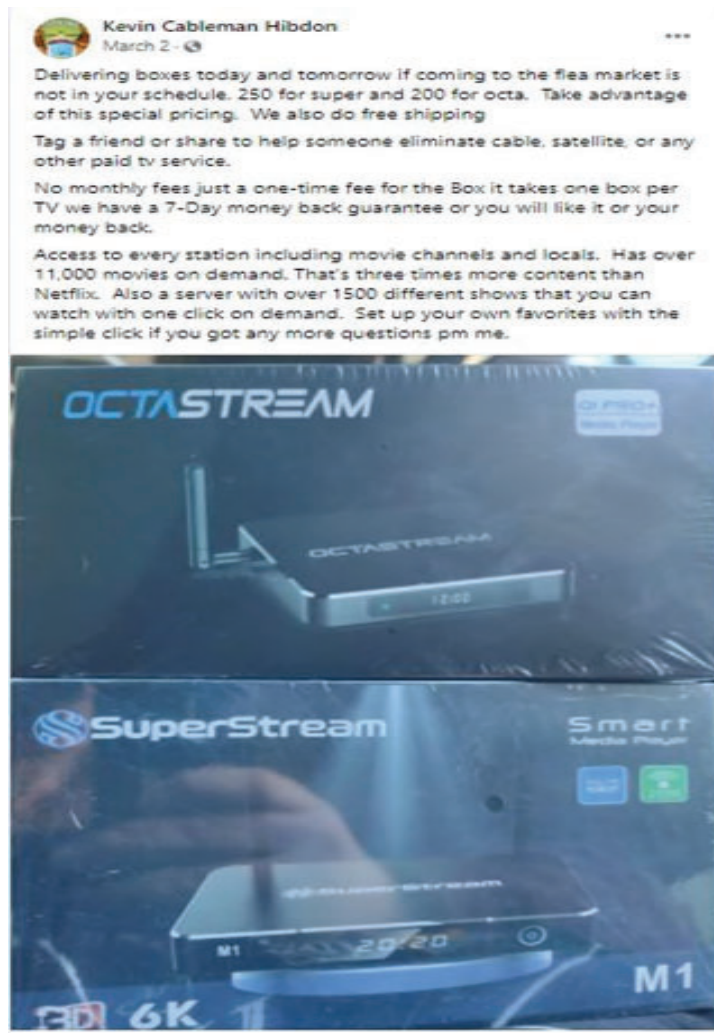
Trapper Cory
What do I need to buy to have access
Like · Reply · 1y · 1

Kevin Cableman Hibdon
Call me 5024088909
Like · Reply · 1y

15. Likewise Hibdon has advertised on Facebook that LMB's boxes provide:

“Access to every station including movie channels and locals. Has over 11,000 movies on demand. That's three times more content than Netflix. Also a server with over 1500 different shows that you can watch with one click on demand. Set up your own favorites with the simple click if you got any more questions pm me.”

See <https://www.facebook.com/kevinhibdon/posts/3542003495908802>



16. Hibdon further advertised LMB’s streaming devices, pre-loaded with the access codes to the unauthorized content, by touting: “Ditch your TV bill today. Check out the new app” with a picture of one of LMB’s STBs. Hibdon also posted that he was watching Hubie Halloween, but “NOT ON NETFLIX THOUGH don’t need a netflix account to watch it. Octastream has it all.” Octastream is a STB which Defendants pre-load with the Pirate Services. On the same Facebook thread Hibdon further posted “I was saying that I don’t watch it on netflix because netflix is a waste of money.”

See <https://www.facebook.com/kevinhibdon/posts/3174013572707798>

18. The Sling Programming retransmitted on the Pirate Services is received from Sling's internet transmissions. Identifiers unique to the television broadcasts of Sling were detected when viewing Sling Programming on the Pirate Services, including the following channels by example: FX, MLB Network, Pursuit, DUST, Ride TV, and EPIX Drive-In, confirming Sling's internet transmissions are the source of the Sling Programming retransmitted on the Pirate Services.

19. On information and belief, Defendants directly engage in, aid and abet, or act within the scope of a principal-agent relationship with other persons in establishing and controlling Sling subscription accounts used to obtain the Sling Programming retransmitted on the Pirate Services.

20. On information and belief, Defendants directly engage in, aid and abet, or act within the scope of a principal-agent relationship with other persons in the circumvention of DRMs that control access to Sling Programming in order to retransmit Sling Programming on the Pirate Services.

Defendants' Sale of Equipment and Device Codes

21. Defendants profit from the Rebroadcasting Scheme through the sale STBs and PSDs preloaded with the Pirate Services, and codes ("Device Codes") that are designed and produced to enable the STBs, PSDs, or other internet-enabled device to access servers used to retransmit Sling Programming on the Pirate Services. A valid Device Code is required to access the Pirate Services preloaded on Defendants' STBs and PSDs.

22. Defendants sold their preloaded STBs for prices ranging from \$250 to \$275.

23. Defendants sold thirty-four (34) pre-loaded STBs on a single day in September 2020.

See <https://www.facebook.com/kevinchibdon/posts/3087388961370260>



24. Defendants sell additional Device Codes for their customers' STBs and PSDs at the rate of five (5) connections for \$20 a month.

See <https://www.facebook.com/photo/?fbid=823759811371540&set=a.645960375818152>



25. In March 2021 Plaintiffs retained the services of an investigative firm to purchase a Firestick from Defendants. The Firestick was preloaded with a twelve (12) month Venom Platinum subscription. The purchase was made through PayPal, and the payment recipient was “Dustin’s Traveling Barber Services” with an email address of jamesdustinmeadows@gmail.com.

26. The investigator who made the purchase also received an email from Hibdon, from the email address kevintreerunk@gmail.com, regarding an upcharge for the pre-loaded Firestick and the twelve (12) month subscription to the Venom piracy streaming service.

27. The investigative firm also recorded multiple telephone conversations wherein Defendants provided account log-in and password information for the Pirate Services provided by Defendants on the pre-loaded PSD.

28. Plaintiffs sent Defendants Cease and Desist Letters in April and June 2021. In response Defendants assured Plaintiffs that they had ceased their illicit conduct.

29. However Defendants have continued to sell preloaded STBs and PSDs along with Device Codes to the Pirate Services, notwithstanding their representations to the contrary.

30. In October 2021 an investigator contacted Defendants to inquire and about purchasing a preloaded STB. Defendants told the investigator that they would sell a STB to him for \$275, that they're preloaded with a service "with Sports, PPV, and Showtime. You will see a code scroll along the top of the screen. The code is the device code for your box. It will go away after a while. Plus it's all free." The investigator was further informed that the Device Codes were for the PrimeStream service, which is one of the Pirate Services available on Defendants' preloaded STBs and PSDs.

CLAIMS FOR RELIEF

COUNT I

Circumventing Technological Measures in Violation of the DMCA, 17 U.S.C. § 1201(a)(1)(A)

31. DISH and Sling repeat and reallege the allegations in paragraphs 1-30.

32. Sling uses technological protection measures, including its DRM technologies, to effectively control access to Sling Programming, which includes works protected under the Copyright Act. Sling implements these technological protection measures with the copyright owners' consent.

33. Defendants circumvent Sling's DRM technologies protecting Sling Programming each time they obtain the DRM keys necessary to decrypt the Sling Programming and each time a DRM key is sent to them by using the Pirate Services to display Sling Programming during testing and for Defendants' own viewing pleasure without authorization from Sling or DISH.

34. Defendants willfully violated 17 U.S.C. § 1201(a)(1)(A) for the purpose of commercial advantage and private financial gain. Defendants knew or should have known that their actions are illegal and prohibited.

35. Defendants' violations cause damage to DISH and Sling in an amount to be determined through discovery and at trial.

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

COUNT II

Trafficking in Circumvention Technology and Services in Violation of the DMCA, 17 U.S.C. § 1201(a)(2)

37. DISH and Sling repeat and reallege the allegations in paragraphs 1-36.

38. Defendants have manufactured, imported, offered to the public, provided, and otherwise trafficked in technologies, products, and services in violation of 17 U.S.C. § 1201(a)(2), including through their operation of and trafficking of preloaded STBs, PSDs, and Device Codes to the Pirate Services that allow Defendants' customers to circumvent the security measures employed by Sling's DRM technologies protecting Sling Programming, and thereby receive Sling Programming without authorization from Sling or DISH.

39. Defendants' technologies, products, and services are primarily designed and produced for purposes of circumventing DRM technology security measures employed by Sling;

have no commercially significant purpose or use other than circumventing those security measures; and are marketed by Defendants and others known to be acting in concert with them for use in circumventing those security measures.

40. The security measures employed by Sling, which include DRM technologies, effectively control access to, copying, and distribution of copyrighted works. Defendants' actions that constitute violations of 17 U.S.C. § 1201(a)(2) have been performed without the authorization or consent of DISH, Sling, or, upon information and belief, any owner of the copyrighted content broadcast by DISH and Sling. DISH and Sling are authorized to protect the copyrighted content broadcast on the Sling platform from unauthorized viewing.

41. Defendants are liable for violations of 17 U.S.C. § 1201(a)(2) for each user of Defendants' Pirate Services.

42. Defendants willfully violated 17 U.S.C. § 1201(a)(2) for the purpose of commercial advantage and private financial gain. Defendants knew or should have known that their actions are illegal and prohibited.

43. Defendants' violations cause damage to DISH and Sling in an amount to be determined through discovery and at trial.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek judgment against Defendants as follows:

A. For a grant of permanent injunctive relief restraining and enjoining Defendants, and any of their officers, agents, servants, employees, attorneys, or any other persons acting in active concert or participation with any of the foregoing that receives actual notice of the order, from:

1. circumventing a DRM or any other technological protection measure that controls access to Plaintiffs' Programming, including through the use of the Pirate Services or any similar internet streaming service;

2. manufacturing, importing, offering to the public, providing, or otherwise trafficking in any technologies, products, or services, including the preloaded STBs, PSDs, and subscriptions or device codes to the Pirate Services, or any other service, technology, product, device, component, website, or part thereof that:

a. is primarily designed or produced for circumventing a technological measure employed by DISH or Sling that controls access to, copying, or the distribution of copyrighted works;

b. has only limited commercially significant purpose or use other than circumventing a technological measure employed by DISH or Sling that controls access to, copying, or the distribution of copyrighted works;

c. is marketed for purposes of circumventing a technological measure employed by DISH or Sling that controls access to, copying, or the distribution of copyrighted works;

3. receiving or assisting others in receiving Sling's internet transmissions; and

4. selling, leasing, licensing, assigning, conveying, distributing, loaning, encumbering, pledging, or otherwise transferring, whether or not for consideration or compensation, any part of their infringing operations.

B. For an order permanently transferring each domain name that Defendants used in connection with the infringement to DISH or Sling.

C. Award DISH and Sling the greater of their actual damages together with any profits of Defendants that are attributable to the violations alleged herein, or statutory damages of up to \$2,500 for each violation of 17 U.S.C. §§ 1201(a)(1)(A) and 1201(a)(2), pursuant to 17 U.S.C. §§ 1203(c)(2) and 1203(c)(3)(A);

D. Award DISH and Sling their costs, attorney's fees, and investigative expenses pursuant to 17 U.S.C. § 1203(b)(4)-(5);

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

F. For pre and post-judgment interest on all damages awarded, from the earliest date permitted by law at the maximum rate permitted by law;

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

Respectfully submitted,

/s/ Adrienne C. Strong

Adrienne C. Strong

Spencer K. Gray

DINSMORE & SHOHL LLP

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Lexington, Kentucky 40507

Phone: (859) 425-1000

Fax: (859) 425-1099

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spencer.gray@dinsmore.com

and

Christopher P. Craven (*pro hac vice* to be filed)
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Fax: (713) 758-0146
Email: christopher.craven@hnbllc.com

*Counsel for Plaintiffs DISH Network L.L.C. and
Sling TV L.L.C.*

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p>DISH NETWORK L.L.C. and SLING TV L.L.C.</p> <p>(b) County of Residence of First Listed Plaintiff <u>Arapahoe County, CO</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Adrienne C. Strong, Dinsmore & Shohl LLP 100 W. Main Street, Suite 900, Lexington, KY 40507 (859) 425-1000</p>	<p>DEFENDANTS</p> <p>HIBDON, KEVIN and MEADOWS, JAMES DUSTIN, Individually and d/b/a LOUISVILLE MEDIA BOX</p> <p>County of Residence of First Listed Defendant <u>Bullitt County, KY</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5 <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF	PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6																	

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander			<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability			<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine			<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability			<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle			<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice			<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/Exchange
				<input type="checkbox"/> 890 Other Statutory Actions
				<input type="checkbox"/> 891 Agricultural Acts
				<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 895 Freedom of Information Act
				<input type="checkbox"/> 896 Arbitration
				<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
				<input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
17 U.S.C. § 1201, et seq.

Brief description of cause:
Violations of the Digital Millennium Copyright Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Actual damages, statutory damages, and injunctive relief CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

DATE 10/28/21 SIGNATURE OF ATTORNEY OF RECORD /s/ Adrienne C. Strong

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Kentucky

DISH NETWORK L.L.C. and SLING TV L.L.C.

Plaintiff(s)

v.

Civil Action No.

KEVIN HIBDON and JAMES DUSTIN MEADOWS, Individually and d/b/a LOUISVILLE MEDIA BOX

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

James Dustin Meadows, Individually and d/b/a Louisville Media Box
918 Capital Hills Drive
Jeffersonville, Indiana 47130

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Adrienne C. Strong
Spencer K. Gray
Dinsmore & Shohl LLP
100 W. Main Street, Suite 900
Lexington, KY 40507
adrienne.strong@dinsmore.com
spencer.gray@dinsmore.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk