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9 L.L.C. and Sling TV L.L.C.  
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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

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

Plaintiffs,

v.

SCOTT FORBES and  
DISCOUNT WAREHOUSE LLC,  
d/b/a SuperBoxEliteTV,

Defendants.

Case No. 8:25-cv-1482

**PLAINTIFFS' COMPLAINT**

**Digital Millennium Copyright Act, 17  
U.S.C. §§ 1201(a)(2), (b)(1) (Counts I-II)**

**Electronic Communications Privacy Act,  
18 U.S.C. §§ 2511(1)(c)-(d) (Count III)**

Plaintiffs DISH Network L.L.C. and Sling TV L.L.C. file this action against Defendants Scott Forbes and Discount Warehouse LLC, d/b/a SuperBoxEliteTV, for violations of the Digital Millennium Copyright Act and Electronic Communications Privacy Act based on Defendants providing illicit streaming services that capture and transmit Plaintiffs' copyrighted television programming by circumventing Plaintiffs' security measures. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331.

**PARTIES**

1. Plaintiffs DISH Network L.L.C. ("DISH") and Sling TV L.L.C. ("Sling") are each organized under Colorado law and have their principal place of business in Englewood, Colorado.

1           2. Defendant Scott Forbes (“Forbes”) resides in La Palma, California.

2           3. Defendant Discount Warehouse LLC (“Warehouse”) is organized under  
3 California law, with its principal place of business at Forbes’s residence in La Palma,  
4 California. Forbes serves as CEO and sole manager of Warehouse. On information  
5 and belief, Forbes authorized, directed, and participated in the infringing activities of  
6 Warehouse alleged herein.<sup>1</sup>

7                                   **JURISDICTION AND VENUE**

8           4. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331  
9 because Plaintiffs assert claims for violations of the Digital Millennium Copyright  
10 Act, 17 U.S.C. § 1201 (“DMCA”) and Electronic Communications Privacy Act, 18  
11 U.S.C. §§ 2511, 2520 (“ECPA”).

12           5. The Court has personal jurisdiction over Defendants pursuant to Federal  
13 Rule of Civil Procedure 4(k)(1)(A) because they each reside in California and by the  
14 wrongful conduct identified herein purposefully directed their conduct at California,  
15 causing harm to Plaintiffs in California.

16           6. The Court is a proper venue under 28 U.S.C. § 1391 because Defendants  
17 each reside in this judicial district and a substantial part of the events that give rise to  
18 Plaintiffs’ claims occurred in this judicial district.

19                                   **DEFENDANTS’ ILLICIT STREAMING SERVICE**

20           7. Plaintiffs provide television programming to several million authorized  
21 subscribers of their Sling TV and DISH Anywhere services by transmitting channels  
22 to them using the internet. Plaintiffs hold rights to transmit the channels pursuant to  
23 license agreements between DISH and programming providers. The programming  
24 aired on the channels is subject to copyright protections and Plaintiffs are authorized  
25

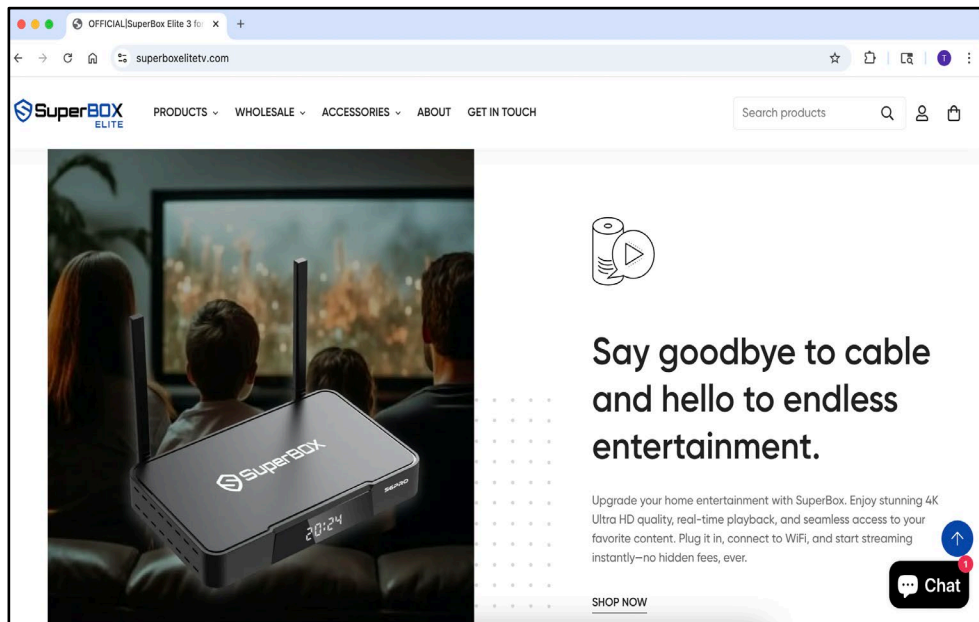
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26 <sup>1</sup>Forbes claims in a pending divorce case that his wife Tanyarat Forbes, with the assistance of his  
27 two former employees, “wrongfully took over my business and is currently earning an estimated  
28 \$2 million or more each month.” *Forbes v. Forbes*, No. 23D008764 (Cal. Super. Ct., Orange Cty.).  
Plaintiffs may amend the complaint to name these individuals as defendants if they are found to be  
involved in the infringing conduct alleged.

1 by the programming providers to protect them. Plaintiffs' channels, whether intended  
 2 for Sling TV or DISH Anywhere subscribers, are transmitted over the internet using  
 3 the same Sling streaming platform ("Channels").

4 8. Plaintiffs use digital rights management ("DRM") technology to protect  
 5 the Channels from unauthorized access and copying. The DRM technology uses key-  
 6 based subscriber authentication and encryption-decryption processes that make the  
 7 Channels accessible to authorized subscribers only and prevent unauthorized access  
 8 to and copying of the Channels.

9 9. Forbes sells an illicit streaming service known as SuperBox ("Service").  
 10 Forbes provides the Service through his websites that include <superboxelitv.com>  
 11 and <superstreambox.com> in the form of a "plug-and-play" or "fully loaded" set-  
 12 top box.<sup>2</sup> Forbes instructs his users to simply "[p]lug it in, connect to WiFi, and start  
 13 streaming instantly" for "endless entertainment."<sup>3</sup>



24 10. Forbes provides the Service for a one-time cost of approximately \$329  
 25 to \$429, the price depending on the set-top box the user selects.<sup>4</sup> Forbes emphasizes  
 26

27 <sup>2</sup><https://superboxelitv.com/>; <https://superboxelitv.com/products/superbox-s5-max>. The website  
 28 URLs identified in this complaint were last visited on or after June 24, 2025.

<sup>3</sup><https://superboxelitv.com/>

<sup>4</sup><https://superboxelitv.com/collections/all>

1 that users will “[p]ay once and enjoy unlimited access with no monthly fees.”<sup>5</sup> Forbes  
 2 processes payments received from his sale of the Service and ships the set-top boxes  
 3 through his company, defendant Warehouse.

4 11. Forbes states that the Service offers more than 1,300 channels, including  
 5 channels that are dedicated to sports, movies, and pay-per-view events.<sup>6</sup> Forbes touts  
 6 that the Service provides “all your favorite content without any restrictions.”<sup>7</sup> Forbes  
 7 focuses on converting users from legitimate subscription-based services such as those  
 8 provided by Plaintiffs, for example calling on users to compare the one-time cost of  
 9 the Service “to traditional terrestrial, satellite, and cable television” and “[j]oin Team  
 10 SuperBoxEliteTV and say goodbye to your cable provider.”<sup>8</sup> In fact, Forbes claims  
 11 to have started the business because he and his friends “were tired of paying for cable  
 12 . . . and channels they never watched” and so now he “strive[s] to help customers all  
 13 over the world save money and stream their favorite content quickly and easily.”<sup>9</sup>

14 12. Plaintiffs’ Channels were transmitted without authorization to users of  
 15 the Service. Identifiers unique to Plaintiffs’ transmissions of the Channels were found  
 16 when analyzing the corresponding channels on the Service, confirming that channels  
 17 transmitted to Service users originated from Plaintiffs. Sling’s slate that contains its  
 18 distinctive logo, which appears for example on sports channels as a placeholder when  
 19 an event is not being aired, was also located when analyzing channels on the Service,  
 20 further showing that Plaintiffs’ transmissions were used to seed the Service with this  
 21 content. The following image shows an MLB channel transmitted on the Service that  
 22 displayed Sling’s slate, with Sling’s distinguishing logo in the bottom right corner.  
 23  
 24

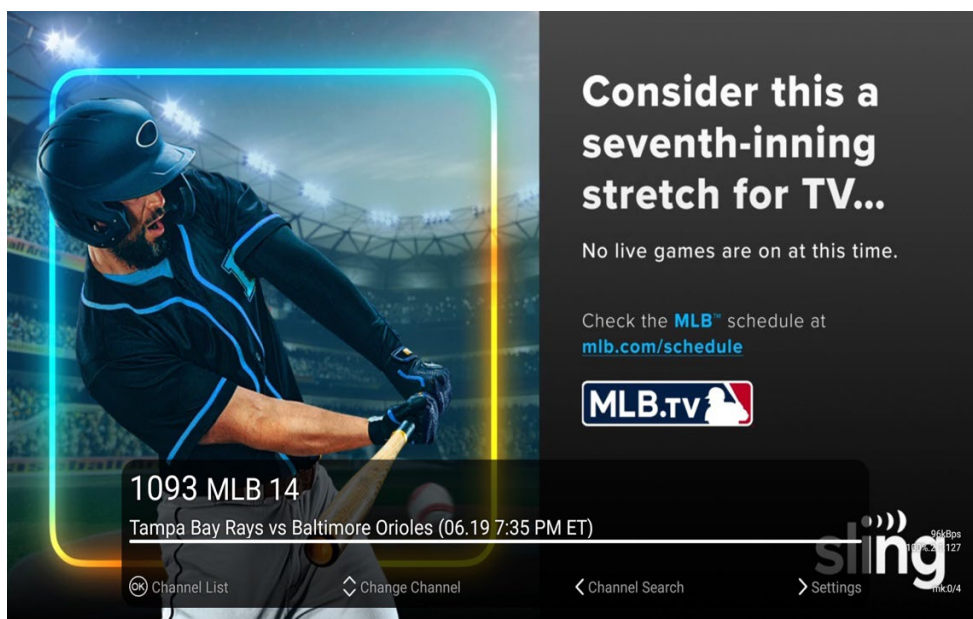
25 <sup>5</sup><https://superboxelitv.com/>

26 <sup>6</sup><https://superboxelitv.com/pages/superbox-channel-list?;>  
 27 <https://superboxelitv.com/products/superbox-s5-max>

<sup>7</sup><https://superboxelitv.com/pages/superbox-wholesale-resale>

28 <sup>8</sup><https://superboxelitv.com/pages/about>; <https://superboxelitv.com/pages/superbox-elite-2021-android-media-player?>

<sup>9</sup><https://superboxelitv.com/pages/about>



13. Plaintiffs' Channels were transmitted on the Service by circumventing the DRM technology that Plaintiffs use to protect the Channels from unauthorized access and copying. On information and belief, the circumvention targeted at least the Widevine DRM technology. The Widevine DRM controls access to the Channels by requiring Plaintiffs' subscriber to present a valid digital authentication key and license request to Sling's Widevine DRM server to obtain the decryption key needed to unlock a specific Channel. The decryption key is provided to Plaintiffs' subscriber in an encrypted communication that upon receipt is not exposed to the subscriber but instead is secured within the content decryption module of the subscriber's Widevine supported device. The Widevine DRM also protects against copying of the Channels by requiring that the encrypted audio-visual segments that make up a given Channel are unlocked using the decryption key and complied to form the Channel within the confines of the content decryption module, such that Plaintiffs' subscriber can only view the Channel and not transmit the Channel.

14. The Widevine DRM and the protection against copying which it affords can be circumvented using a specially developed computer program that emulates the behavior of a reverse engineered hardware device. The computer program tricks Sling's Widevine DRM server to grant access and send a decryption key by making

1 the server believe the request came from a legitimate Widevine supported device that  
 2 would keep the decryption key secured (in reality the request came from a computer  
 3 program mimicking the reverse engineered hardware device). The computer program  
 4 then uses the decryption key to unlock the encrypted audio-visual segments that make  
 5 up the Channel and compiles them to form an unencrypted Channel that can be copied  
 6 and transmitted (as opposed to being merely viewed). The unencrypted Channel can  
 7 be uploaded to a server outside of the Sling platform and transmitted to any number  
 8 of users that can view the Channel without purchasing a subscription from Plaintiffs.

9 15. On information and belief, users of the Service can receive Plaintiffs'  
 10 Channels because the Widevine DRM technology used to protect the Channels from  
 11 unauthorized access and copying is being circumvented as outlined above. Additional  
 12 content offered on the Service is believed to have been acquired from other legitimate  
 13 pay-television providers that use the Widevine DRM, through this same process of  
 14 circumvention, which enabled the Service to provide more than one thousand linear  
 15 channels and an extensive library of on-demand programs for a small fraction of the  
 16 cost charged by providers that pay to license their content such as Plaintiffs.

17 16. Defendants were notified that the Service infringes Plaintiffs' rights and  
 18 were asked to cease and desist from providing the Service, but Defendants failed to  
 19 comply and the Service continues to operate. Statements on <superboxelitetv.com>  
 20 further show Defendants' knowledge that the Service provided unauthorized content,  
 21 for example attempting to disclaim liability "for the content streamed," alleging to  
 22 not "condone piracy," and telling users to confirm for themselves there are "copyright  
 23 agreements in place" and they "are entitled to access th[e] content" on the Service.<sup>10</sup>

## 24 **CLAIMS FOR RELIEF**

### 25 **COUNT I**

#### 26 **Violations of the DMCA, 17 U.S.C. § 1201(a)(2)**

27 17. Plaintiffs repeat and reallege the allegations in paragraphs 1-16.

28 <sup>10</sup><https://superboxelitetv.com/pages/disclaimer>



1           18. Plaintiffs' DRM technology effectively controls access to the Channels,  
2 which are comprised of works protected under Title 17, United States Code. Plaintiffs  
3 are authorized by the copyright owners to control access to the Channels and use the  
4 DRM technology with their consent.

5           19. Plaintiffs' DRM technology was circumvented to acquire access to the  
6 Channels that were transmitted to users of the Service. On information and belief, the  
7 circumvention was directed at Plaintiffs' Widevine DRM and constituted an essential  
8 component or part of the Service.

9           20. The Service, or at least the component or part that involved accessing  
10 Plaintiffs' Channels, was primarily designed and produced to circumvent Plaintiffs'  
11 DRM technology and had no commercially significant purpose or use other than to  
12 circumvent such DRM technology.

13           21. Defendants violated 17 U.S.C. § 1201(a)(2) by manufacturing, offering  
14 the public, providing, or otherwise trafficking in the Service. Each sale or provision  
15 of the Service constitutes a separate violation of 17 U.S.C. § 1201(a)(2).

16           22. Defendants' acts that violated 17 U.S.C. § 1201(a)(2) were performed  
17 without the authorization or consent of Plaintiffs or, on information and belief, any  
18 owner of the copyrighted works provided by Plaintiffs.

19           23. Defendants' violations of 17 U.S.C. § 1201(a)(2) were willful. Such  
20 violations damaged Plaintiffs in an amount to be proven at trial. Unless restrained  
21 and enjoined, Defendants will continue to violate 17 U.S.C. § 1201(a)(2).

## 22                                   **COUNT II**

### 23                                   **Violations of the DMCA, 17 U.S.C. § 1201(b)(1)**

24           24. Plaintiffs repeat and reallege the allegations in paragraphs 1-16.

25           25. Plaintiffs' DRM technology effectively prevents, restricts, or otherwise  
26 limits copying of the Channels, which are comprised of works protected under Title  
27 17, United States Code. Plaintiffs are authorized by the copyright owners to control  
28 copying of the Channels, including distribution and public performance through acts

1 of transmission, and use DRM technology with their consent.

2 26. Plaintiffs' DRM technology provides protections against unauthorized  
3 copying that were circumvented to transmit the Channels to users of the Service. On  
4 information and belief, the circumvention was directed at Plaintiffs' Widevine DRM  
5 and constituted an essential component or part of the Service.

6 27. The Service, or at least the component or part that involved transmitting  
7 the Channels, was primarily designed and produced for circumventing the protections  
8 that Plaintiffs' DRM technology provide against unauthorized copying and had no  
9 commercially significant purpose or use other than circumventing such protections.

10 28. Defendants violated 17 U.S.C. § 1201(b)(1) by manufacturing, offering  
11 the public, providing, or otherwise trafficking in the Service. Each sale or provision  
12 of the Service constitutes a separate violation of 17 U.S.C. § 1201(b)(1).

13 29. Defendants' acts that violated 17 U.S.C. § 1201(b)(1) were performed  
14 without the authorization or consent of Plaintiffs or, on information and belief, any  
15 owner of the copyrighted works provided by Plaintiffs.

16 30. Defendants' violations of 17 U.S.C. § 1201(b)(1) were willful. Such  
17 violations damaged Plaintiffs in an amount to be proven at trial. Unless restrained  
18 and enjoined, Defendants will continue to violate 17 U.S.C. § 1201(b)(1).

### 19 **COUNT III**

#### 20 **Violations of the ECPA, 18 U.S.C. §§ 2511(1)(c)-(d), 2520(a)**

21 31. Plaintiffs repeat and reallege the allegations in paragraphs 1-16.

22 32. The Channels transmitted on the Service are electronic communications  
23 that were intercepted from Plaintiffs to commit violations of the DMCA, ECPA, and  
24 other tortious acts.

25 33. Defendants intentionally disclosed and used the Channels through their  
26 provision of the Service, including by having the ability to activate and deactivate the  
27 Service subscriptions that they sold, knowing or having reason to know the Channels  
28 were obtained through interception.



34. Defendants' acts that violated 18 U.S.C. §§ 2511(1)(c)-(d) and 2520(a) were performed for tortious and illegal purposes, or for commercial advantage or private financial gain.

35. Defendants' violations of 18 U.S.C. §§ 2511(1)(c)-(d) and 2520(a) were intentional. Such violations damaged Plaintiffs in an amount to be proven at trial. Unless restrained and enjoined, Defendants will continue to violate 18 U.S.C. §§ 2511(1)(c)-(d) and 2520(a).

### **PRAYER FOR RELIEF**

A. Defendants, and any officer, agent, servant, employee, or person acting in active concert or participation with them, should be permanently enjoined from:

1. manufacturing, offering to the public, providing, or trafficking in the Service, or any other technology, product, service, device, component, or part thereof that is primarily designed or produced, marketed for, or that has only limited commercially significant purpose or use other than circumventing DRM technology or any other technological measure that Plaintiffs use to control access to or protect against copying of a copyrighted work;

2. disclosing or using the Channels, or any other communication of Plaintiffs if Defendants know or have reason to know it was intercepted.

Such injunctive relief is authorized by 17 U.S.C. § 1203(b)(1) and 18 U.S.C. § 2520(b)(2).

B. Plaintiffs should be awarded the greater of (1) their actual damages together with Defendants' profits that are attributable to the violations identified in Count I and Count II, or (2) statutory damages of up to \$2,500 for each violation identified in Count I or Count II, pursuant to 17 U.S.C. §§ 1203(c)(2) and (c)(3)(A);

C. Plaintiffs should be awarded the greater of (1) their actual damages together with Defendants' profits that are attributable to the violations identified in Count III, or (2) statutory damages of \$100 for each day of violation, calculated based upon the number of days the Service was accessible through each sale or provision

1 of the Service, or \$10,000 if the per day statutory damages are less than this amount,  
2 pursuant to 18 U.S.C. § 2520(c)(2);

3 D. Plaintiffs should be awarded punitive damages pursuant to 18 U.S.C. §  
4 2520(b)(2);

5 E. Plaintiffs should be awarded their attorneys' fees and costs pursuant to  
6 17 U.S.C. § 1203(b)(4)-(5) and 18 U.S.C. § 2520(b)(3);

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

9 G. Plaintiffs should be awarded any other relief the Court deems proper.  
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11 Dated: July 8, 2025

Respectfully submitted,

12 /s/ Timothy M. Frank

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