

**UNITED STATE DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
Harrisonburg Division**

Sky Cable, LLC)
Robert Saylor)

Plaintiffs

v.)

Massanutten Resort, LC;)
Great Eastern Resort Corporation;)
Great Eastern Resort Management, Inc.;)
Michael Shifflett, aka Mike Shifflett;)
Randy Cooley, aka Randolph Powhatan)
Cooley, aka Randy Coly, individually)
and d/b/a East Coast Sales, East Coast)
Cable and Resort Cable;)
Kimberly Cooley, aka Kimberly Coly)

Main Defendants

and)

Civil Action No. _____

DIRECTV, Inc.;)
Mountainside Villas Owners Association,)
Inc.;)
Woodstone Time-Share Owners)
Association;)
Shenandoah Villas Owners Association;)
Summit at Massanutten Owners)
Association;)
Regal Vistas at Massanutten Owners)
Association;)
Eagle Trace Owners Association)

Ancillary Defendants

**COMPLAINT FOR COMPENSATORY, STATUTORY and OTHER DAMAGES
and
INJUNCTIVE and OTHER RELIEF**

The Plaintiff, Sky Cable, LLC, by counsel, does state and assert the following causes of action against the above named Main Defendants.

The above named Ancillary Defendants are defendants who, as of the date of the filing of this complaint, are believed to have been unwittingly made a part of a scheme by some or all of the Main Defendants to defraud the Plaintiffs and some or all of the Ancillary Defendants, in which some or all of the Ancillary Defendants, except the Defendant DIRECTV, have been receiving and paying for satellite television programming provided by the Defendant DIRECTV, some or all of which has been stolen as a result of the actions or combination of actions of the Main Defendants to this action. Said Ancillary Defendants are made defendants to this lawsuit because the Plaintiff is seeking remedies and injunctive relief which may, and most likely will, directly affect them, their interests and the homeowners whom they represent or, as in the case of DIRECTV, will affect said company's ability to control its satellite television signal on a temporary basis.

INTRODUCTION

1. The Plaintiff, Sky Cable, LLC (hereinafter Sky Cable) brings this action as an aggrieved party against the Defendants Massanutten Resort, LC, Great Eastern Resort Corporation, Great Eastern Resort Management, Inc., Michael Shifflett, aka Mike Shifflett, and Randy Cooley, aka Randolph Powhatan Cooley, individually and doing business as East Coast Sales, East Coast Cable and Resort Cable for the intentional theft of the Defendant DIRECTV, Inc.'s satellite television programming which is being delivered to the Defendant Massanutten Resort, LC pursuant to a SMATV contract which said Defendant or one of the other main Defendants has with the Defendant, DIRECTV, Inc. (hereinafter DIRECTV) as hereinafter further set forth and specified.
2. The Plaintiff Robert Saylor is an individual living in Rockingham County and is a principal member and manager of the Plaintiff, Sky Cable.
3. The Defendants Massanutten Resort, LC, Great Eastern Resort Corporation, Great Eastern Resort Management, Inc., Michael Shifflett, aka Mike Shifflett have conspired together to artfully steal satellite television programming belonging to the Defendant DIRECTV without proper payment therefore and then redistribute and deliver it to the Ancillary Defendants

Woodstone Time-Share Owners Association, a portion of Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association and a portion of Eagle Trace Owners Association.

4. The Defendant Randy Cooley, aka Randolph Powhatan Cooley, individually and by and through the use of one or more fictitious businesses known as East Coast Sales, East Coast Cable and Resort Cable conspired with one or more of the above named Main Defendants listed in paragraph 1 above to outright steal the satellite television programming owned by and belonging to the Defendant DIRECTV for redistribution and sale to the Defendant Mountainside Villas Owners Association, Inc. through the cable infrastructure and network devised, created and installed by one or more of the Defendants named in paragraph 1 above.
5. The Plaintiff Sky Cable is DIRECTV's authorized affiliate and has been so since 1998. As an authorized affiliate, Sky Cable is authorized to sell DIRECTV's satellite television programming to commercial establishments and to handle all servicing to those establishments to which it had sold said services and those establishments which are assigned to it by DIRECTV for servicing. In the ordinary course of business Massanutten Resort, LC's account was assigned to Sky Cable as the authorized affiliate. For its representation of DIRECTV, Inc. as an affiliate, Sky Cable receives five to 15 percent (5 – 15 %) of the monthly charges billed for each account depending upon the specific channel array purchased.
6. The theft of DIRECTV's satellite television signal, by the above named Main Defendants, individually and in various combinations and conspiracy with one another, has resulted in substantial pecuniary and monetary gain to one or more of the above named Main Defendants at the expense of the Plaintiffs and perhaps also the above named Ancillary Defendants. The way and manner of the said harm to the Plaintiffs results from the fact that the Main Defendants are supposed to be billed, at a reduced or commercial rate, for each unit or location to which the Defendant DIRECTV's satellite television programming is delivered. The Defendant DIRECTV's satellite television programming is being delivered to approximately 2,500 units or separate locations, but they are only paying the Defendant DIRECTV for delivery to 168 units, thus the commission which would otherwise be owed or paid to the Plaintiffs by the Defendant DIRECTV is substantially reduced as a result of this underpayment

by some or all of the Main Defendants. The failure of the Plaintiffs to receive this income renders them aggrieved parties.

7. The above named Main Defendant's actions as hereinafter set forth and specified violate the Communications Act, 47 U.S.C. §605; the Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521; Fraud and Related Activity in Connection with Access Devices, 18 U.S.C. §1029; Racketeer Influenced and Corrupt Organizations (RICO) 18 U.S.C. §§1961, 1962; Money Laundering 18 U.S.C. §§1956, 1957; Obtaining or Attempting to Obtain Satellite Signals in violation of Virginia Code §18.2-187.1; and Conspiracy to Injure another in Trade, Business or Profession in violation of Virginia Code §18.2-499-500.

PARTIES

8. The Plaintiff, Sky Cable, LLC, formerly Sky Cable, Inc., is a limited liability company authorized to transact business in the Commonwealth of Virginia and has its main office in Elkton, Virginia. Sky Cable designs, builds and operates cable television systems for private communities such as apartment complexes, student housing, mobile home parks, college campuses, retirement communities, nursing homes,, hotels/motels, resort properties and gated residential communities. In addition Sky Cable also engages in providing satellite programming from various commercial sources, including the Defendant DIRECTV. Since January of 1998, Sky Cable has been an authorized DIRECTV Affiliate and as such was responsible for the delivery of DIRECTV commercial programming. For its services as an authorized DIRECTV Affiliate, Sky Cable receives a percentage of the revenues generated by DIRECTV from the sale of its satellite television programming. Sky Cable is an aggrieved party and is entitled to bring this action against the Defendants.
9. The Plaintiff Robert Saylor is an individual living in Rockingham County and is a principal member and manager of the Plaintiff, Sky Cable, whose income is directly affected by the revenue streams generated and paid to Sky Cable. Robert Saylor is an aggrieved party and is also entitled to bring this action against the Defendants.

MAIN DEFENDANTS

10. The Defendant Massanutten Resort, LC is a limited liability company authorized to transact business in the Commonwealth of Virginia. Upon information and belief Massanutten Resort, LC (hereinafter Massanutten) is the owner of a vacation and residential resort known as Massanutten Resort and Village (hereinafter Massanutten Resort) which is located in Rockingham County, Virginia. Said resort comprises approximately 6,000 acres in an around Massanutten Peak and it operates one or more hotels having approximately 240 rooms. As hereinafter set forth and stated, this Defendant is alleged to have caused damage and loss to one or more of the Plaintiffs and is liable to one or more of the Plaintiffs and may in fact be liable to one or more or the ancillary Defendants for loss and damages.
11. The Defendant Great Eastern Resort Corporation is a Virginia corporation. Upon information and belief the Defendant Great Eastern Resort Corporation (hereinafter GERC) is the developer of the vacation and residential resort known as Massanutten and is responsible for the time share sales at Massanutten. As hereinafter set forth and stated, this Defendant is alleged to have caused damage and loss to one or more of the Plaintiffs and is liable to one or more of the Plaintiffs and may in fact be liable to one or more or the ancillary Defendants for loss and damages.
12. The Defendant Great Eastern Resort Management, Inc. is a Virginia corporation. Upon information and belief the Defendant Great Eastern Resort Management, Inc. (hereinafter GERM) is the management company for Massanutten and handles all of the day to day operations of the resort. As hereinafter set forth and stated, this Defendant is alleged to have caused damage and loss to one or more of the Plaintiffs and is liable to one or more of the Plaintiffs and may in fact be liable to one or more or the ancillary Defendants for loss and damages.
13. Upon information and belief the Defendant Michael Shifflett, aka Mike Shifflett, is an employee of one or more of Massanutten Resort, LC, GERC and/or GERM. and is a citizen of Virginia. In 1996 and continuing through to the present day Mr. Shifflett has been responsible for all operations concerning the physical plant (i.e. buildings) and equipment contained in or owned by one or more of the Defendants Massanutten, GERC and GERM. As hereinafter set forth and stated, this Defendant is alleged to have caused damage and loss to one or more of the Plaintiffs and is liable to one or more of the Plaintiffs and may in fact be liable to one or more or the ancillary Defendants for loss and damages.

14. Upon information and belief the Defendant Randy Cooley, aka Randolph Powhatan Cooley, aka Randy Coly is believed to be a citizen of North Carolina who is operating under the fictitious names of East Coast Sales, East Coast Cable and Resort Cable. Resort Cable currently has a post office box and address located at the United State Post Office in McGaheysville, Virginia to which checks from various local businesses, including checks from the Defendant Mountainside Villas Owners Association, Inc., are sent.

Resort Cable on the checks which it writes for payment of its bills simply lists its name as "Resort". On the contract which it has with the Defendant Mountainside Villas Owners Association, Inc. it lists its name as "Resort Cable". On the bills which it sends to the Defendant Mountainside Villas Owners Association, Inc. is lists its name as "Resort Cable, LLC". Neither "Resort", "Resort Cable" nor "Resort Cable, LLC" has any business license to operate in Rockingham County and has never been registered under any of those names with the Virginia State Corporation Commission. The Defendant Randy Cooley has opened at least one checking account at an interstate bank using a physical address reportedly located in Tennessee which upon investigation by the Plaintiffs is in fact a vacant lot. He has provided a North Carolina cell phone number and has told people, including one of the Plaintiffs, that he lives in North Carolina. Mr. Cooley employs at least two people in Rockingham County, Virginia to handle the servicing of the Defendant DIRECTV's satellite television programming to one or more of the above named Defendants. As hereinafter set forth and stated, this Defendant is alleged to have caused damage and loss to one or more of the Plaintiffs and is liable to one or more of the Plaintiffs and may in fact be liable to one or more of the Ancillary Defendants for loss and damages.

Upon information and belief, the Defendant Kimberly Cooley is in various ways, the full extent of which are unknown at the present time, linked and associated with the Defendant Randy Cooley, and upon further information and belief has opened and continues to maintain a bank account to receive monies and deposits from the fraudulent activities of the Defendant Randy Cooley and as a result has participated in and continues to participate in the acts and actions of one or more of the other Main Defendants as hereinafter set forth.

ANCILLARY DEFENDANTS

15. The Defendant DIRECTV, Inc. is a corporation incorporated under the laws of the State of California and authorized to transact business in the Commonwealth of Virginia. This Defendant is named as an ancillary Defendant because 1) the Plaintiffs, whether separately or jointly, have no authority to institute any action on its behalf; 2) upon information and belief as of the date of the filing of this action, this Defendant is believed to be an innocent Defendant who has been harmed by the actions of one or more of the Main Defendants; and 3) the actions and remedies being sought by one or more of the Plaintiffs may directly or indirectly affect and/or impact upon said Defendant's interests and rights.
16. The Defendant Mountainside Villas Owners Association, Inc. is a corporation incorporated under the laws of the Commonwealth of Virginia and upon information and belief is the homeowners association for Mountainside Villas which was developed in whole or in part by one or more of the Defendants Massanutten Resort, LC, Great Eastern Resort Corporation and/or Great Eastern Resort Management, Inc. At the present time Mountainside Villas is an independent timeshare resort, which is located within Massanutten resort, but which is outside of the direct control of the Great Eastern Resort system. It operates on a somewhat independent basis from the rest of the other timeshare units operated by GERM which are named below. This Defendant is named as an ancillary Defendant because 1) the Plaintiffs, whether separately or jointly, have no authority to institute any action on its behalf; 2) upon information and belief, as of the date of the filing of this action, this Defendant has unknowingly been a part of, participated in and received the benefits of the illegal actions of one or more of the Main Defendants; 3) upon information and belief, as of the date of the filing of this action, this Defendant is believed to be an innocent Defendant who may have been harmed by the actions of one or more of the Main Defendants; and 4) the actions and remedies being sought by one or more of the Plaintiffs may directly or indirectly affect and/or impact upon said Defendant's interests and rights.
17. The Defendant Woodstone Time-Share Owners Association is an association created under the laws of the Commonwealth of Virginia and upon information and belief is the homeowners association for Woodstone Meadows which was developed in whole or in part by one or more of the Defendants Massanutten Resort, LC, Great Eastern Resort Corporation and/or Great

Eastern Resort Management, Inc. This resort is part of the Great Eastern Resort system. This Defendant is named as an ancillary Defendant because 1) the Plaintiffs, whether separately or jointly, have no authority to institute any action on its behalf; 2) this Defendant unknowingly has been a part of and participated in and received the benefits of the illegal actions of one or more of the Main Defendants; 3) this Defendant is an innocent Defendant who may have been harmed by the actions of one or more of the Main Defendants; and 4) the actions and remedies being sought by one or more of the Plaintiffs may directly or indirectly affect and/or impact upon said Defendant's interests and rights.

18. The Defendant Shenandoah Villas Owners Association is an association created under the laws of the Commonwealth of Virginia and upon information and belief is the homeowners association for Shenandoah Villas and Shenandoah Villas at Killy Court which was developed in whole or in part by one or more of the Defendants Massanutten Resort, LC, Great Eastern Resort Corporation and/or Great Eastern Resort Management, Inc. This resort is part of the Great Eastern Resort system. This Defendant is named as an ancillary Defendant because 1) the Plaintiffs, whether separately or jointly, have no authority to institute any action on its behalf; 2) this Defendant unknowingly has been a part of and participated in and received the benefits of the illegal actions of one or more of the Main Defendants; 3) this Defendant is an innocent Defendant who may have been harmed by the actions of one or more of the Main Defendants; and 4) the actions and remedies being sought by one or more of the Plaintiffs may directly or indirectly affect and/or impact upon said Defendant's interests and rights.
19. The Defendant Summit at Massanutten Owners Association is an association created under the laws of the Commonwealth of Virginia and upon information and belief is a homeowners association for The Summit and The Summit at Hillside which was developed in whole or in part by one or more of the Defendants Massanutten Resort, LC, Great Eastern Resort Corporation and/or Great Eastern Resort Management, Inc. This resort is part of the Great Eastern Resort system. This Defendant is named as an ancillary Defendant because 1) the Plaintiffs, whether separately or jointly, have no authority to institute any action on its behalf; 2) this Defendant unknowingly has been a part of and participated in and received the benefits of the illegal actions of one or more of the Main Defendants; 3) this Defendant is an innocent

Defendant who may have been harmed by the actions of one or more of the Main Defendants; and 4) the actions and remedies being sought by one or more of the Plaintiffs may directly or indirectly affect and/or impact upon said Defendant's interests and rights.

20. The Defendant Regal Vistas at Massanutten Owners Association is an association created under the laws of the Commonwealth of Virginia and upon information and belief is a homeowners association for Regal Vista at Massanutten which was developed in whole or in part by one or more of the Defendants Massanutten Resort, LC, Great Eastern Resort Corporation and/or Great Eastern Resort Management, Inc. This resort is part of the Great Eastern Resort system. This Defendant is named as an ancillary Defendant because 1) the Plaintiffs, whether separately or jointly, have no authority to institute any action on its behalf; 2) this Defendant unknowingly has been a part of and participated in and received the benefits of the illegal actions of one or more of the Main Defendants; 3) this Defendant is an innocent Defendant who may have been harmed by the actions of one or more of the Main Defendants; and 4) the actions and remedies being sought by one or more of the Plaintiffs may directly or indirectly affect and/or impact upon said Defendant's interests and rights.
21. The Defendant Eagle Trace Owners Association is an association created under the laws of the Commonwealth of Virginia and upon information and belief is a homeowners association for Eagle Trace and Eagle Trace at Killy Court which was developed in whole or in part by one or more of the Defendants Massanutten Resort, LC, Great Eastern Resort Corporation and/or Great Eastern Resort Management, Inc. This resort is part of the Great Eastern Resort system. This Defendant is named as an ancillary Defendant because 1) the Plaintiffs, whether separately or jointly, have no authority to institute any action on its behalf; 2) this Defendant unknowingly has been a part of and participated in and received the benefits of the illegal actions of one or more of the Main Defendants; 3) this Defendant is an innocent Defendant who may have been harmed by the actions of one or more of the Main Defendants; and 4) the actions and remedies being sought by one or more of the Plaintiffs may directly or indirectly affect and/or impact upon said Defendant's interests and rights.

JURISDICTION AND VENUE

22. This action arises under the Communications Act, 47 U.S.C. §605; the Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521; Fraud and Related Activity in Connection with Access Devices, 18 U.S.C. §1029; Racketeer Influenced and Corrupt Organizations (RICO) 18 U.S.C. §§1961, 1962; Money Laundering 18 U.S.C. §§1956, 1957; and violations of Virginia state law, specifically violations of Virginia Code §18.2-187.1 and §18.2-499-500.
23. The Plaintiffs, Sky Cable and Robert Saylor, allege and assert that they are each individually an aggrieved party and as such this Court has original jurisdiction pursuant to 28 U.S.C. §1331; 47 U.S.C. §605(e)(3)(A); 18 U.S.C. §2520(a); 18 U.S.C. §1964, 1965. This court has supplemental jurisdiction pursuant to 28 U.S.C. §1367(a) over the state law claims asserted herein.
24. Personal jurisdiction and venue are proper in the Western District of Virginia pursuant to 28 U.S.C. §1391(b) because most, if not all, of the events giving rise to this cause of action arose in the Western District of Virginia.

FACTUAL BACKGROUND AND HISTORY

25. The Defendant, DIRECTV, is one of, if not the, nation's leading Direct Broadcast Satellite system, which delivers substantial numbers of channels of digital television, entertainment and informational programming to more than 18 million homes and businesses.
26. The signals broadcast by the DIRECTV, are encrypted and can only be received using specialized receiving equipment which are provided by DIRECTV to their subscribers. The receiving equipment consists of a small satellite dish, an integrated receiver/decoder (also referred to as an "IRD"), and a DIRECTV access card. Without the access card, the equipment (IRD) will not function and signals cannot be viewed by the end user.
27. The IRD and associated access card is assigned to a specific end user for a specific number of viewing devices which are owned, operated or under the control of the end user. For example in residential applications an individual with two television sets would need an IRD for each unit if he wished to watch two different television channels on two different television sets.

28. DIRECTV's satellite television programming currently includes major cable networks, major studio movies, local broadcast stations in most markets, special event programming offered on a pay-per-view basis, and a variety of other sports and special interest programs and packages. DIRECTV contracts and pays for the right to distribute this programming and entertainment content to its subscribers, and holds license rights under the Copyright Act to exhibit the programming to its subscribers.
29. Upon information and belief the majority of DIRECTV programming is delivered to DIRECTV's broadcast centers in Los Angeles, California and/or Castle Rock, Colorado. At these two facilities DIRECTV then digitizes and compresses the programming into a signal that is then encrypted (electronically scrambled) by DIRECTV to prevent unauthorized viewing of the programming. DIRECTV then transmits the encrypted signal to satellites which are located in stationary orbits approximately 22,300 miles above the earth.
30. Upon information and belief the satellites then relay the encrypted signal back to Earth, where it can be received by DIRECTV subscribers equipped with DIRECTV receiving equipment. The IRD is a box approximately the size of a VCR or DVD player and acts like a computer to process and decrypt the incoming signal using the credit card-sized DIRECTV access card that is loaded into the integrated receiver/decoder.
31. Upon information and belief each IRD and each access card are assigned a unique individual serial number. Those numbers are then used by DIRECTV in activating the satellite receiving equipment and to ensure that the equipment decrypts DIRECTV programming in accordance with the subscriber's account number and authorized subscription package and pay-per-view purchases for said account number.
32. Upon information and belief DIRECTV operates this Direct Broadcast Satellite Service under part 100 of Title 47 of the Code of Federal Regulations, pursuant to licenses issued by the Federal Communications Commission ("FCC") and other government agencies. The DIRECTV satellite system operates as a point-to-multipoint satellite service sometimes called direct-to-home for distributing DIRECTV programming to residential and business subscribers in the United States.

33. DIRECTV provides television services to its subscribers pursuant to terms and conditions set forth in DIRECTV Customer Agreements (hereinafter "Customer Agreement"). The Customer Agreement which DIRECTV has always used strictly prohibits without permission any re-broadcasting or retransmitting of DIRECTV programming, or viewing or use of that programming other than as agreed to in the Customer Agreement. These terms and conditions are required by and consistent with DIRECTV's license agreements with the owners of the programming distributed by DIRECTV, and with DIRECTV's broadcast authority from the FCC and other government agencies.
34. DIRECTV also provides services and programming to commercial accounts which wish to distribute DIRECTV programming to multiple dwelling units. These agreements are known as SMATV Service Private Viewing Agreements (hereinafter SMATV Agreements). Such agreements are used in the case of developers, hotels, office buildings, hospitals, etc. which wish to provide television programming to the units which they are developing, building and/or already own.
35. Under these SMATV Agreements, DIRECTV's satellite signals are delivered to specific units at one specific location, which is known as a "head end", at which point they are received and then converted through a specific electronic array, which includes a dedicated IRD and access card for each satellite programming channel, and other equipment into normal cable television signals, also known as CATV signals. This signal is then distributed through a cable type system to the various units throughout the assigned complex. The conversion of the DIRECTV signal into a cable type system format enables all connected television sets to see all channels without the technical requirement of a separate IRD in their unit.
36. When an entity enters into a commercial SMATV Agreement with DIRECTV, the price of the services is discounted to the entity and is based upon the number of units to which the DIRECTV signal and programming is then going to be distributed. Prior to entering into one of these agreements, the end user must provide DIRECTV with the exact number of units (multiple dwelling units or "MDU's) to which the signal will be provided. The end user is

then authorized to receive DIRECTV programming and to cablecast or resend the programming to those specific number of units.

37. The developer or entity which has the SMATV Agreement with DIRECTV may then deliver programming to the exact number of units which are specified in the SMATV Agreement, and only to those number of units. If the Developer wishes to deliver DIRECTV's programming to additional units (such as units constructed after the date of the original SMATV Agreement) DIRECTV provides the means for DIRECTV and the Developer/Owner to enter into an addendum to the original SMATV Agreement which will then encompass any new or additional units or MDU's to which DIRECTV's television programming and services will be provided.
38. Upon information and belief all DIRECTV SMATV Agreements from December 1996 to the present date contain the following conditions and restrictions regarding the use of DIRECTV's signal and programming:
 - a. Customer shall not charge its Subscriber Units (nor the guests, residents, or other occupants of its Subscriber Units) for the viewing of, or listening to, any Service(s) provided by DIRECTV but shall distribute all of the Services free of charge and as a convenience of occupancy;
 - b. All Subscriber Units located at the Property shall receive all of the Services;
 - c. The Services may not be rebroadcast, retransmitted, resold, recorded, duplicated, or cablecast other than for Multiple Resident Dwelling Unit distribution as contemplated by this Agreement.
39. Prior to 1996 one or more of the Defendants Massanutten, GERC and/or GERM decided to build and develop their own telecommunications system and infrastructure upon the property of Massanutten Resort and or right of ways to deliver television, internet and other such type of services to the timeshare owners and the hotels located within their operation and control.
40. The Defendant Michael Shifflett was and continues to be intimately involved in both the development, construction and operation of this telecommunications system.

41. Commencing in September of 1996 and continuing through a good portion of 1997, the Plaintiff Robert Saylor representing the Plaintiff Sky Cable met with the Defendant Michael Shifflett, who was acting on behalf of the Defendants Massanutten, GERC and/or GERM, regarding the delivery of DIRECTV commercial programming to the Massanutten properties and timeshare units.
42. As part of these discussions Sky Cable presented proposals to design, build and operate a cable television system for the Defendants Massanutten, GERC and GERM. Over the ensuing period of approximately 12 to 15 months Saylor conducted several discussions with the Defendant Michael Shifflett. Discussions with said Defendant included a detailed point by point illustration of the purchasing and pricing schedule of DIRECTV programming in regards to the SMATV Agreement and in particular how the program pricing was directly tied to the subscriber counts (i.e. the number of time share / hotel units to which the programming would be delivered).
43. At the time of these discussions Sky Cable was made aware of the telecommunications infrastructure that was being built and put into place by the Defendants Massanutten, GERC and GERM and that it was intended to be the sole system to be used to deliver telecommunication products to the timeshare and hotels being developed by said Defendants.
44. The Plaintiffs also learned from the Defendant Michael Shifflett that at the end of 1996 the Defendants Massanutten and GERM had approximately 700 current timeshare units to which television service was initially going to be delivered. Included in the data provided by Michael Shifflett were descriptions of the various time-share associations located within the Massanutten Resort complex and the design and deployment of the telecommunications system being deployed by GERM for the purpose of supporting a telecommunications distribution system to enable the interconnection of telecommunication services throughout the resort.
45. Central to the discussions between Sky Cable and the Defendant Michael Shifflett were the normal technical questions typically associated with the deployment and operation of a private cable system, but in particular, there were specific discussion between the

Defendant Michael Shifflett and the Plaintiffs regarding how DIRECTV could be assured that the counts provided by the commercial subscriber under a SMATV Agreement would be reliable and accurate.

46. Sky Cable made the Defendant Michael Shifflett aware of DIRECTV's method of operation regarding subscriber counts for commercial SMATV Agreements, including the amendments that needed to be made as new time share units were added to the system and programming was provided to them.
47. The proposal made by Sky Cable to the Defendants Michael Shifflett, Massanutten, GERC and GERM was never accepted and the Defendants thereafter continued to purchase cable television services from Frontier Vision and/or Adelphia, the incumbent franchise provider at the time.
48. Up to June of 1999 Sky Cable would periodically check with the Defendant Michael Shifflett regarding any decision by the Defendants Massanutten, GERM or GERC to deploy the private cable television system and enter into the SMATV Agreement proposed in 1996-1997 by the Plaintiffs. In those discussions Sky Cable learned that by 1999 the subscriber base had increased from 700 units to approximately 1,000 units due to ongoing development of the property by the Defendants Massanutten, GERC and GERM.
49. Upon information and belief in June of 1999 the Defendant Massanutten applied to DIRECTV for authority to purchase commercial satellite television programming for a private cable television system. The Defendant Massanutten and DIRECTV thereafter entered into a SMATV Agreement whereby the Defendants Massanutten, GERC and/or GERM was authorized by DIRECTV to provide satellite television programming services for 168 subscriber units.
50. Because Sky Cable did not initiate this contract, it was not engaged by Massanutten, GERC or GERM to be the onsite system operator of the SMATV system. Because no DIRECTV Affiliate was involved in the contract between DIRECTV and Massanutten, however, DIRECTV assigned the Massanutten account to Sky Cable as the authorized DIRECTV Affiliate.

51. Upon receiving notice from DIRECTV that Sky Cable had been assigned the Massanutten account containing 168 units or subscribers, Saylor visited the property and met with the Defendant Michael Shifflett to understand why the initial activation was for only 168 subscribers instead of the approximately 1,000 timeshare units under the Defendant GERM's management at that time. Defendant Shifflett explained and stated to Saylor that the Defendants Massanutten, GERC and/or GERM had not yet fully deployed a distribution system which could reach beyond the first 168 units authorized by the SMATV Agreement. Defendant Shifflett further informed Saylor that the Defendants Massanutten, GERC and/or GERM would most likely not distribute the DIRECTV signal beyond the original 168 units as originally agreed to in the SMATV Agreement.
52. Saylor also inspected the "head end" (the location where the equipment and main access devices for the distribution of the satellite programming signal were housed and processed). Said head end was contained in the basement of building located at 4000 Killy Court which was controlled by the Defendants Massanutten, GERM and/or GERC. It is the Plaintiffs belief that additional access devices are also contained and housed in various places and locations throughout Massanutten Resort, in addition to the Killy Court "head end" location, in order to make the system function.
53. Over the ensuing years the Plaintiff Saylor, as a representative of the Plaintiff Sky Cable, would periodically inquire of the Defendant Michael Shifflett as to the exact number of subscriber units that DIRECTV satellite programming was being provided. Each time inquiry was made, Plaintiff Saylor was informed by either the Defendant Shifflett or other GERM personnel that the distribution of the Defendant DIRECTV's satellite programming was still being sent to the original 168 units as established in the original SMATV Agreement and to no more.
54. Plaintiff Saylor, on behalf of Plaintiff Sky Cable, noted to Defendant Shifflett and other GERM personnel that it seemed to be that the Defendant DIRECTV's satellite signals and channels were in fact reaching other units controlled by the Defendants Massanutten, GERM and/or GERC and that these units were far in excess of the 168 units for which programming was being billed by DIRECTV and paid by Massanutten. Defendant Shifflett

and other GERM personnel's explanation was that, although the additional units may **seem** to be receiving the same DIRECTV channels, in fact such was not the case. They indicated to the Plaintiffs that the remainder of the Massanutten / GERM / GERC controlled units were receiving television signals from another franchise provider.

55. This explanation did not make sense to Sky Cable because the entire telecommunications system which was installed by the Defendants Massanutten / GERM and/or GERC and deployed in the resort by said Defendants seemed to run directly through the address located at 4000 Killy Court where the DIRECTV head end was located. In addition there was no other "head end" located anywhere else on the resort property where the proprietary telecommunications system could connect so as to enable another provider to provide different television programming signal for the remainder of the resort properties.
56. Sky Cable was concerned about the actual number of units receiving the DIRECTV programming because as a DIRECTV Affiliate to whom the Massanutten account had been assigned, Sky Cable was entitled to and was in fact receiving approximately ten percent (10%) of the fees being billed by DIRECTV to the Defendant Massanutten. The original commercial price of the service in 1999 was approximately \$9.80 per unit. As of the date of the filing of this Complaint the price per unit has risen to \$11.45 per unit. Sky Cable therefore currently receives \$192.36 per month from the Defendant Massanutten's account for the 168 units as listed on the account. To the extent that the actual number of units receiving the Defendant DIRECTV's satellite television programming was and continues to be misrepresented or under counted, both Sky Cable and the Defendant DIRECTV are losing revenue and being defrauded by the Defendants Massanutten, GERC, GERM and Michael Shifflett.
57. Sky Cable also made inquiry regarding the television programming services provided to Mountainside Villas, the independent timeshare units located within Massanutten Resort. Sky Cable was advised by someone at that property that their cable service was being provided by an entity called Resort Cable.
58. The Defendant Mountainside Villas Owners Association, Inc., the entity which actually operates the timeshare units, informed Sky Cable that in 1999 they had entered into a contract

with Resort Cable to provide and maintain a cable television system within Mountainside Villas. All billing since that date had been done by Resort Cable and all payments have been sent to Resort Cable at P.O.Box 153, McGaheysville, Virginia 22840.

59. Sky Cable had had discussions with the Defendant Randy Cooley in the past and was aware that he had declared himself to be the owner and operator of several different companies called Resort Cable, East Coast Cable and East Coast Sales. Sky Cable is currently aware that Resort Cable has two employees working for it in Rockingham County to service some of all of the Defendants.
60. Plaintiff Saylor checked the records of the Virginia State Corporation Commission, Rockingham County and the City of Harrisonburg. The Virginia State Corporation Commission has no record of the Defendant Randy Cooley, Resort Cable, East Coast Cable or East Coast Sales being authorized to transact any business within the Commonwealth. The Commissioners of Revenue for both the City of Harrisonburg and Rockingham County have no business licenses or any other information for any of the above three entities which permitted them to operate within the Commonwealth of Virginia, Rockingham County or the City of Harrisonburg.
61. In addition the Plaintiffs have been able to learn that the Defendant Randy Cooley opened a bank account at the Pigeon Forge, Tennessee Branch of BB&T. This bank is an interstate bank. This account was active for approximately two years between 2008 and 2010 and some, if not all, of the checks paid by the Defendant Mountainside Villas Owners Association, Inc. were deposited into this account. According to public records for Pigeon Forge, Tennessee the physical address used to open this account is an empty lot.
62. Sky Cable has checked with the SMATV department at the Defendant DIRECTV and they have no record of providing any satellite programming services, whether individual or commercial, of any type to the Defendant Randy Cooley, aka Randolph Powhatan Cooley, aka Randy Coley nor to any of the named companies associated with him. They also have no record of providing any satellite programming services to any addresses where the Defendant Mountainside Villas Owners Association, Inc. is located.

63. Sky Cable has recently learned that since at least December of 2010 the Defendant Kimberly Cooley opened and owns a bank account at BB&T bank. This bank is an interstate bank. Funds deposited into this account are used to write checks to pay for services and employees located in Virginia. The physical address given by the Defendant Kimberly Cooley for this account happens to be an airport hanger located at 3008 Air Park Way, Fuquay Varina, North Carolina 27592. A mailing address of P.O.Box 69, Willow Springs, North Carolina 27592 was given at the time of the opening of this account. At this time it is believed that this bank account was opened in North Carolina and that said bank account receives some or all of the payments from the Defendant Mountainside Villas Owners Association, Inc. and perhaps from some of the other ancillary Defendants.
64. Because of its suspicions that the Defendant DIRECTV's satellite programming content was being provided to all of the time share units located within Massanutten Resort, but was not being reported to DIRECTV, the Plaintiffs began a process to verify that the DIRECTV signal, which was being purchased from DIRECTV by Massanutten for the 168 units, was in fact being distributed throughout all of the timeshare properties and the hotels located within Massanutten Resort.
65. During December, 2010, January, February and May of 2011 Sky Cable, as the authorized DIRECTV Affiliate responsible for the DIRECTV channels being delivered to the original system located at Killy Court address, began testing the signals at each of the respective model units for the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association and Eagle Trace Owners Association.
66. The Plaintiff Saylor conducted field tests of various television sets located within each of the ancillary defendants timeshare units in December of 2010 and January, February and May of 2011. The testing process is straight forward and provides immediate and definite confirmation that the signal being delivered to each respective property was in fact emanating from the head end and address (4000 Killy Court) where the legal television programming signal is being received. At each timeshare property Plaintiff Saylor was able to enter various

separate timeshare units at that timeshare property. The television located in that unit was then turned on to specific channels which were known to be provided to the IRD (integrated receiver/decoder) located at the Killy Court head end address for programming associated with the Defendant DIRECTV's SMATV account #8810346, which is billed simply to Massanutten Resort, not Massanutten Resort, LC.. There is an IRD for each programming channel being purchased and received at that location. In order to receive the satellite television programming, the IRD must also have an access card provided by the Defendant DIRECTV inserted into it. Each IRD and each access card have their own unique numbers associated with them. A telephone call was then placed to the DIRECTV Commercial Operations Center requesting a verification test. The DIRECTV operator was provided with the account number associated with the Massanutten Resort account and the unique identification access card number for the equipment located at the Killy Court address. The DIRECTV representative then turned off, for approximately 20 seconds, the particular channel(s) requested by the Plaintiff Saylor. If the channel then being viewed at that particular timeshare unit went dark or blank and then reappeared, the signal and programming for that particular timeshare unit was in fact tied directly to and being delivered from the equipment located at the Killy Court address and was in fact a part of that satellite programming distribution system. If the channel then being viewed was not affected by the requested cut off, then it was not tied to that system and was independent of it.

67. Using this testing procedure Plaintiff Saylor has repeatedly confirmed that the signal being sent and received at the ancillary defendant's timeshare properties is in fact the exact same signal being sold to the Defendant Massanutten Resort, LC for the 168 listed units, which is then retransmitted to the timeshare units of all of the ancillary defendants, which total far in excess of 168 units. Indeed in one specific unit of Woodstone Meadows on May 24, 2011 the above testing procedure was used for channels 37 (Lifetime Network), 36 (Comedy Central) and 50 (Cartoon Network). In each test the access cards and IRD's associated with the DIRECTV SMATV account #8810346 (which is the account assigned to Massanutten Resort) were turned off for the respective channels. The respective access card numbers assigned to the respective

channels are Lifetime Channel - #000620275370; Comedy Central - #000627275586; and Cartoon Network - #000627275990. In each instance when the access card for the above account was deactivated, the television screen went blank and then reappeared when the technician at the DIRECTV operation's center reactivated the access card. The results of this testing procedure confirmed that to the Plaintiffs that the satellite programming channels being provided by DIRECTV to the Killy Court head end address were also being delivered throughout the Massanutten Resort complex, which now has approximately 2,500 separate units or more.

68. While the Defendant Mountainside Villas Homeowners Association, Inc. is not directly a part of the Defendants Massanutten, GERC and GERM, nevertheless the programming being received by the Mountainside Villas timeshare units is in fact emanating from the receivers assigned and billed to one or more of the Defendants Massanutten GERC or GERM. The transmission of this satellite television programming is over lines and telecommunication equipment designed, built, installed and/or maintained by one or more of these three defendants. The programming is in fact associated with the Defendant DIRECTV's SMATV account #8810346 which is billed to Massanutten Resort. This has also been confirmed by tests conducted in December of 2010 and January, February and May of 2011 by the Plaintiff Robert Saylor using the above testing procedure. It has likewise been confirmed by the Plaintiff Robert Saylor that all of the major equipment associated with the Defendant DIRECTV's SMATV account #8810346 is located in a building located at Killy Court, which is nowhere near the property of the timeshare units controlled by Defendant Mountainside Villas Homeowners Association, Inc.
69. The hotels were not independently tested using the above test because access could not be gained, however upon information and belief the same satellite programming signal being sent to the Killy Court address is also being distributed to said hotels which are believed to have 240 rooms/units.
70. Since 1999 Massanutten Resort has paid to receive satellite television programming under an SMATV Agreement for only 168 units. Because the account is listed in the name simply of Massanutten Resort, not Massanutten Resort, LC., it is unknown by the Plaintiffs exactly

which entity, Massanutten, GERC or GERM, is actually paying said bill. At the time that said agreement was instituted, Massanutten Resort already comprised over 1,000 timeshare units plus hotel rooms. The distribution of this satellite television programming to 2,500 units or more (the current estimated amount) constitutes a theft by the Defendants Shifflett, Massanutten, GERC and/or GERM of the satellite television programming signals to the extent that the signals are directed and distributed to more than 168 units.

71. In addition to permitting the Killy Court satellite programming to be stolen and distributed to approximately 2,500 unit controlled by or associated with Massanutten Resort, an additional and intentional fraud and theft has occurred with respect to the Defendant Randy Cooley. Through a company called Resort Cable, which upon information and belief is simply a "dba" type company and which is owned in whole or in part by said Defendant Cooley, the Defendant Mountainside Villas Owners Association, an independent time-share property located inside of the Massanutten Resort community and comprising 175 subscriber units, entered into a ten year contract in August of 1999 with said Resort Cable wherein Resort Cable agreed to provide DIRECTV satellite programming to these 175 units.
72. Neither the Defendant Randy Cooley nor Resort Cable are authorized by DIRECTV to receive any satellite television programming, nor are either of them authorized to sell or distribute DIRECTV programming in any manner or form to any individual or entity. The only way that the Defendant Cooley could receive DIRECTV's satellite television programming signals would be over the telecommunication system which was designed, built and installed by the Defendants Shifflett, Massanutten, GERC and/or GERM.
73. As previously stated the same aforementioned testing process was also conducted at the premises of the Defendant Mountainside Villas Owners Association. The tests confirmed that the signals reaching this development and allegedly being provided by Randy Cooley, aka Resort Cable, are in fact the exact same signal which is being provided to the Killy Court address by the Defendant DIRECTV.
74. With the consent, knowledge and tacit acceptance of the Defendants Shifflett, Massanutten, GERC and/or GERM, the Killy Court satellite programming signal is knowingly and willfully being distributed over their telecommunications infrastructure to the units of Mountainside

Villas Owners Association for the commercial and economic benefit of the Defendant Randy Cooley, dba Resort Cable. This conduct constitutes a blatant conspiracy by the above named Main Defendants to steal DIRECTV satellite television programming.

75. The Defendant Mountainside Villas Owners Association on a monthly basis remits a check for said DIRECTV satellite programming to Resort Cable, aka Randy Cooley, which checks up until December of 2010 were deposited to the BB&T bank account which had a vacant lot in Pigeon Forge, Tennessee as its fixed address. Since that date it is believed that said checks are now being deposited into the BB&T bank account owned by and in the name of the Defendant Kimberly Cooley. Said payments are being remitted to a post office box located in the McGaheysville, Virginia post office. BB&T bank is a bank engaged in interstate banking and it has offices and branches located in numerous states.
76. While the Defendants Massanutten, GERC and/or GERM originally commenced paying \$9.80 per unit per month for 168 units in 1999 the Defendant's DIRECTV's satellite television programming, the price for this service has since risen to \$11.45 per unit per month at the present time. While these Defendants are only paying said price for 168 units, they are charging the Defendants Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association, which the Plaintiffs estimate to be a total of 2,500 timeshare units combined, prices in excess of \$40.00 to \$50.00 per month for the receipt of the stolen DIRECTV satellite television programming signal for each timeshare unit located in the timeshare complexes controlled by the Defendants Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association.
77. That upon information and belief, while the Defendant Cooley is paying nothing for the receipt of the stolen DIRECTV satellite television programming signal being obtained from the access devices as defined in Count 3 below and over the telecommunication infrastructure owned by or in the possession and/or control of the Defendants Massanutten, GERC and/or GERM, Defendant Cooley, aka Resort Cable, he is charging the Defendant

Mountainside Villas Owners Association, Inc. \$16.57 per month for each timeshare unit located in the timeshare complex controlled by the Defendant Mountainside Villas Owners Association, Inc.

DEFENDANT'S WRONGFUL CONDUCT

78. The Plaintiffs herein reallege, reassert and incorporate herein paragraphs 1 through 77 above.
79. Beginning at a time which is unknown to the Plaintiffs, but upon information and belief commencing approximately in 1999 and continuing to the present time, the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM, individually and as members of a conspiracy in different combinations between themselves, conspired together and engaged in repeated illegal and improper acts and practices for the purpose of contractually or otherwise obtaining DIRECTV satellite television programming for a limited and specific number of units, with the specific purpose and intention to thereafter illegally and improperly redistribute the legally purchased DIRECTV satellite programming signal to hundreds of additional units, for which the DIRECTV satellite programming has not been purchased, over a cable and/or telecommunications system which was built, installed, owned and/or operated by the Defendants Massanutten, GERC and/or GERM.
80. Beginning at a time which is unknown to the Plaintiffs, but upon information and belief commencing approximately in late 1999 and continuing to the present time, the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM, individually and as members of a conspiracy together and/or in different combinations between themselves, conspired together and engaged in repeated illegal and improper acts and practices for the specific purpose of delivering the DIRECTV satellite television programming, which was being purchased by the Defendants Massanutten, GERM and/or GERC, to the Defendant Cooley, doing business as Resort Cable, over a cable and/or telecommunications system which was built, installed, owned and/or operated by the Defendants Massanutten, GERC and/or GERM for the purpose of the Defendant Randy Cooley contractually selling for profit said

stolen television programming signal to the Defendant Mountainside Villas Owners Association, Inc., knowing that the Defendant Cooley was not and had never been authorized by the Defendant DIRECTV or the Plaintiff Sky Cable to receive or to resell the Defendant DIRECTV's satellite television programming.

81. That the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy have repeatedly, since 1999 to the present time, made false and fraudulent representations and misrepresentation to Plaintiff Saylor and representatives of the Plaintiff Sky Cable in furtherance of their scheme in order to permit them to continue the perpetration of their conspiracy and of the aforementioned illegal acts.
82. That the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM's aforementioned illegal and wrongful conduct, since its inception, has caused and continues to cause the Plaintiff Sky Cable significant and substantial economic harm by depriving the Defendant DIRECTV of its legal and proper revenues, and thereafter as a direct and proximate result of the Defendant DIRECTV's satellite television programming being stolen by and unbilled to said Defendants, the Plaintiff Sky Cable of the contractual revenues owed to it by the Defendant DIRECTV.

COUNT 1

RECEIVING AND ASSISTING OTHERS IN RECEIVING SATELLITE SIGNALS IN VIOLATION OF 47 U.S.C. §605(a)

83. The Plaintiffs reallege, reassert and incorporate herein paragraphs 1 through 82 above.
84. By legally purchasing the Defendant DIRECTV's satellite television programming signals for 168 units and thereafter illegally redistributing said encrypted television programming signal over the cable and/or telecommunications system built, installed, owned and/or operated by the Defendants Massanutten, GERC and/or GERM to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners

Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without proper payment therefore, the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy have willfully, for purposes of direct and indirect advantage and/or private financial gain, violated the provisions of 47 U.S.C. §605(a).

85. That the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy either knew or should have known that the acts and actions which they have done and engaged in as heretofore stated and set forth to permit the Defendant DIRECTV's encrypted satellite programming to be distributed to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without authorization and the proper payment therefore to the Defendant DIRECTV, was and continues to be illegal and prohibited; and that such violations have caused and will continue to cause the Defendant DIRECTV and consequently the Plaintiffs Saylor and Sky Cable irreparable harm, both economic and otherwise, and that the Plaintiffs Saylor and Sky Cable have no adequate remedy at law to redress any continued violations except as can be addressed by this Court; and that without the help and auspices of this court, the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM will continue to violate 47 U.S.C. §605(a).
86. That the Plaintiffs Saylor and Sky Cable are aggrieved persons as defined in §605(d) who are permitted to bring this action pursuant to 47 U.S.C. §605(e)(3) and recover the relief permitted by said section.

COUNT 2

INTERCEPTING AND PROCURING OTHERS TO INTERCEPT SATELLITE SIGNALS IN VIOLATION OF 18 U.S.C. §2511(1)(a)

87. The Plaintiffs reallege, reassert and incorporate herein paragraphs 1 through 86 above.

88. By legally purchasing the Defendant DIRECTV's satellite television programming signals for 168 units with the intention of thereafter illegally redistributing said encrypted television programming signal over the cable and/or telecommunications system built, installed, owned and/or operated by the Defendants Massanutten, GERC and/or GERM to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without payment therefore the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy have willfully and intentionally intercepted, endeavored to intercept and/or procured others to intercept the Defendant DIRECTV's encrypted satellite television programming without authorization by or proper payment to the Defendant DIRECTV, all in violation of 18 U.S.C. §2511(1)(a).
89. That the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM's violation of 18 U.S.C. §2511(1)(a) was for tortuous or illegal purposes and/or was for the direct and indirect commercial advantage and/or private financial gain of one or more of said Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM.
90. That the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy either knew or should have known that the acts and actions which they have done and engaged in as heretofore stated and set forth to permit the Defendant DIRECTV's encrypted satellite programming to be distributed to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without authorization and the proper payment therefore to the Defendant DIRECTV, was and continues to be illegal and prohibited; and that

such violations have caused and will continue to cause the Defendant DIRECTV and the Plaintiffs Saylor and Sky Cable irreparable harm, both economic and otherwise.

91. That the Plaintiffs Saylor and Sky Cable have no adequate remedy at law to redress any continued violations except as can be addressed by this Court; and that without the help and auspices of this court, the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM will continue to violate 18 U.S.C. §2511(1)(a).

COUNT 3

FRAUD AND RELATED ACTIVITY IN CONNECTION WITH ACCESS DEVICES IN VIOLATION OF 18 U.S.C. §1029

92. The Plaintiffs reallege, reassert and incorporate herein paragraphs 1 through 91 above.
93. The IRD (integrated receiver/decoder) devices coupled with the DIRECTV access cards with their respective unique codes have been used to obtain money, goods, services and/or other things of value and these devices constitute and are in fact access devices as defined by 18 U.S.C. §1029(e)(1).
94. That the additional devices which are connected to the above IRDs, some of which at times are also known as "splitters" whereby the individual signals received by the IRDs are then split into an unlimited number of other separate and distinct signals, and which have been used to obtain money, goods, services or any other thing of value, are also access devices as defined by 18 U.S.C. §1029(e)(1).
95. That the other devices located in the "head end" which are connected in some fashion to the above IRDs, and which are known as "modulators", and which convert the Defendant DIRECTV's satellite programming into a CATV type signal, and which have been used to obtain money, goods, services or any other thing of value, are also access devices as defined by 18 U.S.C. §1029(e)(1).
96. That the telecommunications infrastructure system built, installed, owned and/or operated by the Defendants Massanutten, GERC and/or GERM constitutes an access device as defined in 18 U.S.C. §1029(e)(1) that has been used in conjunction with other access devices to obtain money, goods, services and/or any other thing of value.

97. That the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy, by legally purchasing the Defendant DIRECTV's satellite television programming signals for 168 units, and with the intention of and in fact thereafter illegally redistributing said encrypted television programming signal by and through IRD's, splitters and the other aforementioned telecommunications equipment and lines to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without payment therefore, have knowingly, with the intent to defraud, used such access devices to obtain goods and/or services having an aggregated value of more than \$1,000.00 all in violation of 18 U.S.C. §1029(a)(2).
98. That the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy, by legally purchasing the Defendant DIRECTV's satellite television programming signals for 168 units with the intention of and in fact thereafter illegally redistributing said encrypted television programming signal by and through IRD's, splitters and the other aforementioned telecommunications equipment and lines to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without payment therefore, have knowingly, with the intent to defraud, effected transactions using one or more access devices issued to another person to receive payments or other things of value in excess of \$1,000 during any one year period all in violation of 18 U.S.C. §1029(a)(5).
99. That the Plaintiffs Saylor and Sky Cable have no adequate remedy at law to redress any continued violations except as can be addressed by this Court; and that without the help and auspices of this court, the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM will continue to violate 18 U.S.C. §1029.

COUNT 4

OBTAINING OR ATTEMPTING TO OBTAIN SATELLITE SIGNALS IN VIOLATION OF VIRGINIA CODE §18.2-187.1

100. The Plaintiffs reallege, reassert and incorporate herein paragraphs 1 through 99 above.
101. By legally purchasing the Defendant DIRECTV's satellite television programming signals for 168 units with the intent to thereafter redistributing said encrypted television programming signal by and through IRD's splitters and the aforementioned telecommunications, to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without payment therefore, the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM, individually and as members of a conspiracy, have by and through the use of false information and/or by the use of a scheme, means or method and/or by false applications for service with the intent to avoid payment of lawful and rightful charges therefore have all done so in violation of Virginia Code §18.2-187.1.
102. The Defendant DIRECTV is an "electronic service provider" and its satellite television programming services are and constitutes "electronic communication services" within the meaning of Virginia Code §18.2-190.2.
103. The Plaintiffs Saylor and Sky Cable are "aggrieved parties" and are authorized to recover damages and other civil relief within the meaning of Virginia Code §18.2-187.1(E).
104. The Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM's conduct as heretofore outlined and specified above has injured the Plaintiffs Saylor and Sky Cable including, but not limited to, depriving Sky Cable of its percentage share of the revenue which otherwise would have been collected by the Defendant DIRECTV from the Defendants Cooley, Massanutten, GERC and/or GERM had said Defendants been properly

paying for all of the units to which the Defendant DIRECTV's satellite television programming signal was being delivered.

105. That the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM individually and as members of a conspiracy, either knew or should have known that the acts and actions which they have done and engaged in as heretofore stated and set forth to permit the Defendant DIRECTV's encrypted satellite programming to be distributed to the timeshare units contained in the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association timeshare complexes, plus other entities and buildings owned by the Defendants Massanutten, GERM and/or GERC without authorization and the proper payment therefore to the Defendant DIRECTV, was and continues to be illegal and prohibited.
106. That the Plaintiffs Saylor and Sky Cable have no adequate remedy at law to redress any continued violations except as can be addressed by this Court; and that without the help and auspices of this court, the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM will continue to violate Virginia Code §18.2-187.1.

COUNT 5

LAUNDERING OF MONETARY INSTRUMENTS IN VIOLATION OF 18 U.S.C. §1956

107. The Plaintiffs reallege, reassert and incorporate herein paragraphs 1 through 106 above.
108. The term "'knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity' means that the person knew the property involved in the transaction represented proceeds from some form, though not necessarily which form, of activity that constitutes a felony under State, Federal, or foreign law, regardless of whether or not such activity is specified in paragraph (7)". See 18 U.S.C. §1956(c)(1)

109. The term "'specified unlawful activity' means - (A) any act or activity constituting an offense listed in section 1961(1)..." and that violations of 18 U.S.C. §1029 are offenses which are listed in section 1961(1). See 18 U.S.C. §1956(c)(7)
110. The term "'financial transaction' means (A) a transaction which in any way or degree affects interstate or foreign commerce (i) involving the movement of funds by wire or other means or (ii) involving one or more monetary instrument, or (B) a transaction involving the use of a financial institution which is engaged in, or the activities or which affect, interstate or foreign commerce in any way or degree". See 18 U.S.C. §1956(c)(4)
111. As previously stated above the Defendants Randy Cooley, Kimberly Cooley, Massanutten, GERC and/or GERM, individually and as members of a conspiracy, have received funds and proceeds, whether it be cash, checks or some other form of payment by some form of instrument from one or more of the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association knowing that such funds were received in whole or in part as a form of unlawful activity as heretofore stated and set forth for the purpose of and with the intent to promote the carrying on a specified unlawful activity as hereinafter stated and set forth in Count 7 below.
112. That the Plaintiffs Saylor and Sky Cable have no adequate remedy at law to redress any continued violations except as can be addressed by this Court; and that without the help and auspices of this court, the Defendants Cooley, Massanutten, GERC and/or GERM will continue to violate 18 U.S.C. §1956.

COUNT 6

ENGAGING IN MONETARY TRANSACTION IN PROPERTY DERIVED FROM SPECIFIED UNLAWFUL ACTIVITY IN VIOLATION OF 18 U.S.C. §1957

113. The Plaintiffs reallege, reassert and incorporate herein paragraphs 1 through 112 above.

114. The term "'monetary transaction' means the deposit, transfer, or exchange, in or affecting interstate or foreign commerce, of funds ... by, through or to a financial institution...". See 18 U.S.C. §1957(f)(1)
115. The term "'criminally derived property' means any property constituting, or derived from, proceeds obtained from a criminal offense..." 18 U.S.C. §1957(f)(2)
116. The terms "'specified unlawful activity' and 'proceeds' shall have the meaning given those terms in section 1956 of this title." 18 U.S.C. §1957(f)(3)
117. As previously stated heretofore the Defendants Randy Cooley, Kimberly Cooley, Massanutten, GERC and/or GERM, individually and as members of a conspiracy, have received funds and proceeds, whether it be cash, checks or some other form of payment by some form of instrument from one or more of the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association knowing that such funds were received in whole or in part from a form of unlawful activity which constitutes a criminal offense;
118. That said Defendants Randy Cooley, Kimberly Cooley, Massanutten, GERC and/or GERM, individually and as members of a conspiracy, have knowingly and intentionally engaged in monetary transactions within the territory of the United States of America having a value greater than \$10,000 which were derived from specified unlawful activity.
119. That the Plaintiffs Saylor and Sky Cable have no adequate remedy at law to redress any continued violations except as can be addressed by this Court; and that without the help and auspices of this court, the Defendants Cooley, Shifflett, Massanutten, GERC and/or GERM will continue to violate 18 U.S.C. §1957.

COUNT 7

RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (RICO) IN VIOLATION OF 18 U.S.C. §1962

120. The Plaintiffs reallege, reassert and incorporate herein paragraphs 1 through 119 above.

121. That the term "racketeering activity" as defined in 18 U.S.C. §1961(B) means "any act which is indictable under section 1029 (relating to fraud and related activity in connection with access devices)...."; and
122. That the term "racketeering activity" as defined in 18 U.S.C. §1961(B) also means "any act which is indictable under section 1956 (relating to laundering of monetary instruments)...."; and
123. That the term "racketeering activity" as defined in 18 U.S.C. §1961(B) also means "any act which is indictable under section 1957 (relating to engaging in monetary transaction in property derived from specified unlawful activity)....".
124. That the term "pattern of racketeering activity" means two or more acts of racketeering activity, one of which has occurred after the effective date of Chapter 95 of Title 18 of the United States Code, the last of which occurred within ten years after the commission of a prior act of racketeering.
125. As heretofore stated in Counts 3, 5 and 6 above, the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM, individually and as members of a conspiracy, have continued in a pattern of prohibited activities whereby they have derived and/or received income from a pattern of racketeering activity as defined above and have used and/or invested, directly or indirectly, whether individually or collectively, all or any part of said income or the proceeds of such income to acquire any interest in or to establish or to operate any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.
126. The activities in which the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM are engaged, directly and indirectly, affect interstate commerce in that Massanutten Resort markets itself throughout the United States; that they sell and market their services and the Massanutten Resort on an interstate basis and the use of the proceeds, which they have received from this pattern of racketeering activity, has affected interstate commerce.

127. That the activities, as heretofore outlined of the Defendants Randy Cooley, Kimberly Cooley, Massanutten, GERC and/or GERM jointly and severally constitute a racketeering enterprise.
128. That the Defendant Shifflett is an employee of and is associated with the Defendants Massanutten, GERC and/or GERM (and perhaps the Defendants Randy Cooley and/or Kimberly Cooley) and in such capacity the Defendant Shifflett has knowingly participated in and/or conducted, both directly and indirectly, the pattern of racketeering activity of the racketeering enterprise by and through a pattern of racketeering activity. See 18 U.S.C. §1962(c)
129. That pursuant to 18 U.S.C. §1964, as a direct and proximate result of the racketeering activities of the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM, whether jointly or severally or in various combinations with one another, the Plaintiffs Saylor and Sky Cable have been injured in their business and property by the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM's pattern of racketeering activity which is prohibited by 18 U.S.C. §1962.
130. That the Plaintiffs Sky Cable and/or Robert Saylor are entitled to recover their costs, attorney's fees and treble damages pursuant to 18 U.S.C. §1964 in such amount as may be proven at a trial of this case.

COUNT 8

FRAUD

131. The Plaintiff Sky Cable reallege, reassert and incorporate herein paragraphs 1 through 130 above.
132. As heretofore stated and set forth the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM have jointly and severally engaged in a pattern of lying and deceit to hide their illegal activities from the Defendant DIRECTV and the theft of its satellite television programming in order to prevent the Plaintiffs Saylor and Sky Cable from learning the true and exact number of timeshare units to which said stolen satellite television programming signal is being sent or distributed and thereby prevent discovering

that the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM were participating in a conspiracy to deliberately underpay what was rightfully due to the Defendant DIRECTV and thereafter the sums rightfully due to the Plaintiff Sky Cable.

133. That the false statements, representations and material omissions were made by the Defendant Shifflett by and on behalf of himself and as an agent of the Defendants Massanutten, GERC and/or GERM and by the Defendant Randy Cooley were made by said Defendants with knowledge that said statements were false, involved material facts, and were done with the intention to be acted upon by the Plaintiff Sky Cable and derivatively by the Defendant DIRECTV to their detriment.
134. That the false statements, representations and material omissions were in fact false and misleading, were made by the Defendant Shifflett by and on behalf of himself and as an agent of the Defendants Massanutten, GERC and/or GERM and by the Defendant Randy Cooley to deceive and mislead and to induce the Plaintiffs Saylor and Sky Cable not to inform the Defendant DIRECTV of the true number of actual units to which the Defendant DIRECTV's satellite programming signal was being directed and provided.
135. That the conduct of the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM was egregious and reprehensible and they all acted with evil motives, malice and greed.
136. As a direct and proximately result of the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM's wrongful conduct, the Plaintiffs Saylor, Sky Cable and the Defendant DIRECTV have suffered and continue to suffer significant damages and the Plaintiffs Saylor and Sky Cable are entitled to recover such damages from said Defendants as may be proven at trial and further that the Plaintiffs Saylor and Sky Cable are entitled to be awarded punitive damages.

COUNT 9

UNJUST ENRICHMENT

137. The Plaintiffs Saylor and Sky Cable reallege, reassert and incorporate herein paragraphs 1 through 136 above.

138. As a direct and proximate result of the wrongful conduct of the Defendants Shifflett, Randy Cooley, Kimberly Cooley, Massanutten, GERC and/or GERM's wrongful conduct, said Defendants have unjustly enriched themselves at the expense of the Plaintiffs Saylor and Sky Cable without justification.
139. That the benefits which the Defendants Massanutten, GERC and/or GERM have conferred upon themselves have been the ability to receive the Defendant DIRECTV's satellites television programming channels without the full and just payment therefore which has directly and proximately caused the Plaintiffs Saylor and Sky Cable to have received substantially less income and revenue since 1999 than they otherwise would have been entitled to receive and in fact would have received during said period of time.
140. The Defendants Massanutten, GERC and/or GERM have also been able to bill and receive income from the Defendants Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, and Eagle Trace Owners Association in substantial excess of what they were actually paying to receive the Defendant DIRECTV's satellite television programming.
141. In addition the Defendants Massanutten, GERC and/or GERM have been able to defraud the Defendant DIRECTV of satellite programming revenue by dishonestly claiming and underreporting the actual number of units to which said Defendant DIRECTV's satellite programming is actually being distributed.
142. The benefits which the Defendant Randy Cooley and Kimberly Cooley have conferred upon themselves has been the ability to receive the Defendant DIRECTV's satellites television programming channels without any payment therefore which has directly and proximately caused the Plaintiffs Saylor and Sky Cable to have received substantially less income and revenue since 1999 than they otherwise would have been entitled to receive and in fact would have received during said period of time.
143. The Defendants Cooley has also been able to bill and receive income from the Defendant Mountainside Villas Owners Association, Inc.; in substantial excess of what he was actually paying to receive the Defendant DIRECTV's satellite television programming, which is in fact nothing since said signal is a stolen signal.

144. In addition the Defendants Cooley has been able to defraud the Defendant DIRECTV of satellite programming revenue by stealing, in conspiracy with the Defendants Shifflett, Massanutten, GERC and/or GERM, the Defendant DIRECTV's satellite televisions programming.
145. At this point the Plaintiffs Saylor and Sky Cable believe that the Defendant Shifflett has likewise been unjustly enriched, however, it is unable to specifically state at this point the exact means and manner of his unjust enrichment until it has been able to depose said individual and have access to the business and other records of the Defendants.
146. The Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM's retention of these benefits is without cause or justification and constitutes unjust enrichment at the expense of the Plaintiff Sky Cable. In addition the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM's conduct was and continues to be egregious and reprehensible and said Defendants have acted with intentional evil motive and/or malice.
147. The Plaintiffs Saylor and Sky Cable lack an adequate remedy at law and are entitled to recover these benefits from the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM in an amount to be proven at trial.

COUNT 10

STATUTORY BUSINESS CONSPIRACY IN VIOLATION OF VIRGINIA CODE §18.2-499

148. The Plaintiffs Saylor and Sky Cable reallege, reassert and incorporate herein paragraphs 1 through 147 above.
149. The Plaintiffs Saylor and Sky Cables further asserts and alleges that the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM have conspired, acted in concert, agreed, associated and mutually undertaken together and/or in separate combinations of one another for the purpose of stealing the Defendant DIRECTV's satellite television programming for the purpose of willfully and maliciously injuring the Plaintiffs Saylor and Sky Cable and the Defendant DIRECTV through unlawful acts including, but not

limited to, the theft of the Defendant DIRECTV's satellite television programming and such other acts as have been heretofore stated and outlined above.

150. The Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM's unlawful actions in furtherance of this conspiracy have caused and will continue to cause the Plaintiffs Saylor and Sky Cable and the Defendant DIRECTV irreparable harm and unless restrained by this court, the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM will continue to violate Virginia Code §18.2-499.
151. That the Plaintiffs Saylor and Sky Cable are entitled to recover their costs, attorney's fees and treble damages pursuant to Virginia Code §18.2-500 in such amount as may be proven at a trial of this case.

REQUESTED IMMEDIATE INJUNCTIVE AND SPECIAL RELIEF

Wherefore the Plaintiffs Saylor and Sky Cable asks this court for the following immediate injunctive relief with respect to the above Defendants:

152. With respect to the Defendant DIRECTV to enjoin said Defendant from terminating all or any portion of the satellite television programming service which it is currently providing to any of the above named Defendants, whether knowingly or unknowingly, until the conclusion of this case; and
153. With respect to the Defendants Shifflett, Massanutten, GERC and/or GERM, jointly and severally, to enjoin said Defendants from taking any action or making any attempt to purchase or connect to any other television programming service, whether it be by cable or other satellite provider, other than the Defendant DIRECTV until such time as this Court shall have ruled upon all of the issues involved in this case; and
154. To enjoin the Defendant Mountainside Villas Owners Association, Inc. 1) from taking any action or making any attempt to purchase or connect to any other television programming service, whether it be by cable or other satellite provider, other than the Defendant DIRECTV and 2) from paying to the Defendant Randy Cooley, dba Resort Cable, all of the monthly fees, costs and charges which it is currently remitting to the Defendant Randy Cooley for the receipt of the Defendant DIRECTV's satellite television programming and to

immediately order it instead to remit all of said funds directly to the Clerk's Office of this Court or into a separate trust account to be established by and in the name of counsel for the Plaintiffs until such time as the Court shall rule upon the issues involved in this case; and

155. To enjoin Defendant Woodstone Time-Share Owners Association 1) from taking any action or making any attempt to purchase or connect to any other television programming service, whether it be by cable or other satellite provider, other than the Defendant DIRECTV and 2) from paying to the Defendants Massanutten, GERM and/or GERC all of the monthly fees, costs and charges which it is currently remitting to one or more of said Defendants for the receipt of the Defendant DIRECTV's satellite television programming and to immediately order it to remit all of said funds directly to the Clerk's Office of this Court or into a separate trust account to be established by and in the name of counsel for the Plaintiffs until such time as the Court shall rule upon the issues involved in this case; and
156. To enjoin Defendant Shenandoah Villas Owners Association 1) from taking any action or making any attempt to purchase or connect to any other television programming service, whether it be by cable or other satellite provider, other than the Defendant DIRECTV and 2) from paying to the Defendants Massanutten, GERM and/or GERC all of the monthly fees, costs and charges which it is currently remitting to one or more of said Defendants for the receipt of the Defendant DIRECTV's satellite television programming and to immediately order it to remit all of said funds directly to the Clerk's Office of this Court or into a separate trust account to be established by and in the name of counsel for the Plaintiffs until such time as the Court shall rule upon the issues involved in this case; and
157. To enjoin Defendant Summit at Massanutten Owners Association 1) from taking any action or making any attempt to purchase or connect to any other television programming service, whether it be by cable or other satellite provider, other than the Defendant DIRECTV and 2) from paying to the Defendants Massanutten, GERM and/or GERC all of the monthly fees, costs and charges which it is currently remitting to one or more of said Defendants for the receipt of the Defendant DIRECTV's satellite television programming and to immediately order it to remit all of said funds directly to the Clerk's Office of this Court or into a separate

trust account to be established by and in the name of counsel for the Plaintiffs until such time as the Court shall rule upon the issues involved in this case; and

158. To enjoin Defendant Regal Vistas at Massanutten Owners Association 1) from taking any action or making any attempt to purchase or connect to any other television programming service, whether it be by cable or other satellite provider, other than the Defendant DIRECTV and 2) from paying to the Defendants Massanutten, GERM and/or GERC all of the monthly fees, costs and charges which it is currently remitting to one or more of said Defendants for the receipt of the Defendant DIRECTV's satellite television programming and to immediately order it to remit all of said funds directly to the Clerk's Office of this Court or into a separate trust account to be established by and in the name of counsel for the Plaintiffs until such time as the Court shall rule upon the issues involved in this case; and
159. To enjoin Defendant Eagle Trace Owners Association 1) from taking any action or making any attempt to purchase or connect to any other television programming service, whether it be by cable or other satellite provider, other than the Defendant DIRECTV and 2) from paying to the Defendants Massanutten, GERM and/or GERC all of the monthly fees, costs and charges which it is currently remitting to one or more of said Defendants for the receipt of the Defendant DIRECTV's satellite television programming and to immediately order it to remit all of said funds directly to the Clerk's Office of this Court or into a separate trust account to be established by and in the name of counsel for the Plaintiffs until such time as the Court shall rule upon the issues involved in this case; and
160. To order and/or permit either the entity or person ordered to received the satellite television programming funds from the Defendants Mountainside Villas Owners Association, Inc., Woodstone Time-Share Owners Association, Shenandoah Villas Owners Association, Summit at Massanutten Owners Association, Regal Vistas at Massanutten Owners Association, Eagle Trace Owners Association, to continue to pay the monthly payment to the Defendant DIRECTV for the 168 units which said Defendant is currently billing to the Defendants Massanutten, GERM and/or GERC until such time as the Court shall rule upon the issues involved in this case.

REQUESTED PRAYER FOR RELIEF

161. Find that the conduct, as heretofore outlined in this complaint, of the Defendants Randy Cooley, Shifflett, Massanutten, GERC and/or GERM, whether jointly or severally, in under reporting, failing to report and outright theft of the Defendant DIRECTV's satellite television programming signal, and thereafter redistributing and/or reselling of said signal to entities and/or places, locations, or spaces which were not authorized to receive said signal has violated the provisions of 47 U.S.C. §605; 18 U.S.C. §§2510-2521; Virginia Code §18.2-187.1 and/or §18.2-499; and/or
162. Find that the conduct, as heretofore outlined in this complaint, of the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM, whether jointly or severally, of the theft of the Defendant DIRECTV's satellite television programming signal, and thereafter redistributing and/or reselling of said signal to entities and/or places, locations, or spaces which were not authorized to receive said signal, has in fact effected transactions regarding telecommunications access devises and the receipt of payment therefore and the deposit of said payments into an interstate bank has further violated the provisions of 18 U.S.C. §1029; 18 U.S.C. §§1956, 1957 and 18 U.S.C. §§1961, 1962 and/or
163. Further find that the conduct of the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM's, whether all together or in different and separable combinations with one another, constituted a conspiracy between them all which had as its intended and foreseeable purpose, result and/or consequence the defrauding of the Plaintiff Sky Cable and the Defendant DIRECTV for their own personal economic gain or the economic gain of another to whom or which they were related or connected; and/or
164. Further find that the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERC and/or GERM's violations, whether jointly or severally, of 47 U.S.C. §605(a), 18 U.S.C. §2511(1)(a), 18 U.S.C. §1029, 18 U.S.C. §§1961, 1962, 18 U.S.C. §§1956, 1957 and Virginia Code §18.2-187.1 and §18.2-499 were willful and malicious, for tortuous or illegal purposes, and/or for purposes of direct and/or indirect commercial advantage or private commercial and/or financial gain; and/or

165. The damages to the Plaintiffs is unable to be calculated with any degree of specificity at this time because the actual number of timeshare units and/or television sets to which the signal is being retransmitted is unknown and in fact most likely has varied over the past twelve years. The Plaintiffs estimate at this time that their actual damages from the Defendants, not including interest or the requested treble damages, could well exceed the sum of \$250,000.00. Until full discovery can be had in this case, the Plaintiffs will not be able to accurately calculate their damages.
166. Award to the Plaintiffs in accordance with and as permitted by 47 U.S.C. §605(e)(3)(C) the greater of the actual damages suffered by any or all of the Plaintiffs together with any profits made by the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC, jointly and severally, that are attributable to the violations alleged herein or the statutory damages of not less than \$1,000.00 nor more than \$10,000.00 for each violation of 47 U.S.C. §605(a) together with their full attorney's fees, costs and expenses. Plaintiffs believe that the Main Defendants have been violating 47 U.S.C. §605(a) since June of 1999 and have continued uninterrupted to the date of the filing of this complaint. As a result of this fact Plaintiff believe that they are entitled to statutory damages, which at a minimum, the Plaintiffs to be not less than \$252,000,000.00 (12 years (144 months) x 1,750 estimated average number of units x \$1,000) and may through discovery greatly exceed this amount.
167. Award to the Plaintiffs in accordance with and as permitted by 18 U.S.C. §2520 the greater of the actual damages suffered by any or all of the Plaintiffs together with any profits made by the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC, jointly and severally, per day for each violation of 18 U.S.C. §2511(1) or \$10,000.00, whichever is greater together with their reasonable attorney's fees, costs and expenses.
168. To award to the Plaintiffs Sky Cable and/or Robert Saylor in accordance with the provisions of 18 U.S.C. §1964(c) treble the actual damages which they have suffered together with their reasonable attorney's fees, costs and expenses as a result of the aforementioned and stated acts and actions of the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERM and/or GERC.

169. Award to the Plaintiffs Sky Cable and/or Robert Saylor in accordance with and as permitted by Virginia Code §18.2-187.1 the greater of the actual damages suffered by either of them or the statutory damages of \$500.00 per day for each violation of Virginia Code §18.2-187.1 as a result of the aforementioned and stated acts and actions of the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC; and
170. To award to the Plaintiffs Sky Cable and/or Robert Saylor in accordance with the provisions of Virginia Code §§18.2-499-500 treble the actual damages which they have suffered as a result of the aforementioned and stated acts and actions of the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC, together with their reasonable attorney's fees, costs and expenses; and
171. As at common law to award to the Plaintiffs Sky Cable and/or Robert Saylor such compensatory, consequential and/or restitutionary damages to which they may be entitled for the fraud and unjust enrichment of the Defendants Randy Cooley, Kimberly Cooley, Shifflett, Massanutten, GERM and/or GERC as a result of the aforementioned and stated acts and actions of the Defendants Cooley, Shifflett, Massanutten, GERM and/or GERC; and
172. To award to the Plaintiffs in accordance with the provisions of 18 U.S.C. §2520(b) and state law punitive damages as may be appropriate in this case against the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC as a result of the aforementioned and stated acts and actions of the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC; and
173. To award to the Plaintiffs Sky Cable and/or Robert Saylor in accordance with the provisions of 47 U.S.C. §605(e)(3)(B)(iii), 18 U.S.C. §2520(b)(3), 18 U.S.C. §1964(c), Virginia Code §18.2-187.1, §§18.2-499-500 and state common law as a result of the aforementioned and stated acts and actions of the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC all of their reasonable (or in the case of 18 U.S.C. §1964(c) all of their) attorney's fees, costs, expenses and investigative expenses incurred by them as a result of the wrongful acts of these Defendants Cooley, Shifflett, Massanutten, GERM and/or GERC.
174. In accordance with the provisions of 47 U.S.C. §605(e)(3)(C)(i)(1), 18 U.S.C. §2520(c)(2)(B), 18 U.S.C. §1964(c), Virginia Code §18.2-187.1, §§18.2-499-500 and state common law order

the Defendants Randy Cooley, Shifflett, Massanutten, GERM and/or GERC to fully and accurately account on a monthly basis for all of the timeshare and hotel units to which the stolen and intercepted satellite television programming of the Defendant DIRECTV has been directed since it was first initiated in 1999 and to order them to pay to the Plaintiffs Sky Cable and/or Robert Saylor all of the profits or other benefits received by the Defendants Cooley, Shifflett, Massanutten, GERM and/or GERC from the wrongful conduct which has herein been alleged and further order them to deliver to said Plaintiffs all real or personal property, money or other things of valued obtained by them, directly or indirectly, or acquired by them, in whole or in part, with the profits or other benefits received by the Defendants Cooley, Shifflett, Massanutten, GERM and/or GERC from the wrongful conduct herein and heretofore alleged.

175. Award to the Plaintiffs pre-judgment and post-judgment interest on all damages and awards made herein from the earliest date permitted by law and at the maximum rate permitted by law for the period covered by this action.
176. To award such further and more complete relief as this court should deem to be just and appropriate under the facts and circumstances of this case including but not limited to ordering all of the main and ancillary defendants, to the extent that they are not controlled by one or more of the main defendants, to enter in to legal SMATV Agreements through the auspices of the Plaintiffs for television programming at the current billing rates for such period of time as the court deems to be fit and appropriate under the circumstances, but for no less period of time that at least ten years.

Respectfully submitted,
Sky Cable, LLC
Robert Saylor

/s/ Sherwin John Jacobs, Esq.
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