

a Rule 12 motion, a request for more time, or a motion to stay. (Dkt. 32-1 ¶ 3.) Towir's own declaration supplies the reason: he decided to wait for a report from a Dubai criminal investigation before responding here. (Dkt. 36-1 ¶¶ 18–21.)

That deliberate choice is willfulness, not good cause. Towir waited until September 3, 2026—nearly ten (10) months after counsel confirmed his representation, nearly seven (7) months after service, and almost six (6) months after the Clerk entered default—to seek any relief from this Court. He appeared only after DISH had marshaled its evidence and filed its motion for final default judgment and permanent injunction. (Dkt. 35.) The Eleventh Circuit recently affirmed denial of similar Rule 55(c) relief where a defendant knowingly ignored litigation and acted only after the plaintiffs pursued default relief. *Savoia-McHugh v. Glass*, 95 F.4th 1337, 1342–45 (11th Cir. 2024). Towir's admitted strategy presents the same controlling principle.

Service was valid. Rule 4(f)(2)(A) incorporates the law of the country where service occurs. Malaysian law permits foreign process to be served by a method authorized for analogous Malaysian process, and expressly permits originating process to be sent by prepaid A.R. registered post to a defendant's last known address. Malay. Fed. Gov't Gazette, Rules of Court 2012, P.U. (A)/2012, O. 65, r. 2A(1)–(2); *id.* O. 10, r. 1(1); (Ferguson Decl. ¶ 18, Ex. 4). DISH followed that procedure using the Eco Sky address PayPal identified as Towir's primary address, a Malaysian process server attested to the mailing and its legal basis, and DISH filed confirmation of delivery. (Dkt. 28 ¶¶ 2–3; Ferguson Decl. ¶¶ 2-3, Ex. 1.)

Towir does not rebut that showing. Saying that he lived in Dubai in 2026 does not answer a rule authorizing service at his last known address. He does not deny that the Eco Sky address was associated with him, identify when it ceased to be his address, challenge PayPal's records, dispute that delivery occurred there, or identify who received the mailing. Nor does his proposed merits defense withstand the record. PayPal identifies Towir as the owner of the Kemo IPTV and Kemo E Marketing accounts, and Namecheap records tie payments in his name to the account used for Kemoiptv.com and Lemotv.com. (Ferguson Decl. ¶¶ 2, 4-5, Exs. 1-2.) Those independent records directly contradict his bare assertion that his IPTV sales were unrelated to Kemo IPTV and Lemo TV. (Dkt. 36 at 3, 14; Dkt. 36-1 ¶ 4.) Notably, Towir does not deny that he owned the PayPal accounts bearing the Kemo IPTV and Kemo E Marketing names, that his credit card funded the Namecheap account maintaining both Kemoiptv.com and Lemotv.com, or that he controlled the financial infrastructure through which the Service operated. His declaration is carefully silent on the facts the third-party records establish.

The Court need not reward a litigant who deliberately remained outside the case while DISH was required to assemble the record for final relief, and who appeared, six months later, after DISH filed that record and sought final judgment. Willfulness alone defeats good cause; Towir's unsupported defense and the prejudice caused by restarting the litigation reinforce that result. The Court should uphold service, deny the motion, and decide DISH's pending motion for final default judgment and permanent injunction. If the Court finds the original service

deficient, it should authorize immediate service through Towir’s appearing counsel and impose a firm response deadline.

II. Legal Standard

Rule 55(c) permits an entry of default to be set aside only “for good cause.” Fed. R. Civ. P. 55(c). The defaulting party bears the burden to supply a good reason for relief. *African Methodist Episcopal Church, Inc. v. Ward*, 185 F.3d 1201, 1202 (11th Cir. 1999). Although the standard is flexible, it is “not so elastic as to be devoid of substance.” *Compania Interamericana Exp.-Imp., S.A. v. Compania Dominicana de Aviacion*, 88 F.3d 948, 951 (11th Cir. 1996). Courts consider whether (1) the default was willful, (2) the defaulting party presents a meritorious defense, and (3) vacatur would prejudice the adversary. *Id.*; *Savoia-McHugh*, 95 F.4th at 1342. Promptness is also relevant. *Compania Interamericana*, 88 F.3d at 951.

Willfulness is independently sufficient to reject Towir’s request to set aside the entry of default. When a party displays an intentional disregard for the proceedings, “the court need make no other findings in denying relief.” *Id.* at 951–52; accord *Savoia-McHugh*, 95 F.4th at 1342–45. A claimed misunderstanding of the duty to respond does not establish good cause, *E.E.O.C. v. Mike Smith Pontiac GMC, Inc.*, 896 F.2d 524, 529 (11th Cir. 1990), and a deliberate decision to postpone participation is stronger evidence of culpability.

A meritorious defense likewise requires more than conclusory denials; the movant must make an affirmative showing of a defense that is likely to be

successful. *Valdez v. Feltman (In re Worldwide Web Sys.)*, 328 F.3d 1291, 1296-97 (11th Cir. 2003); *see also Savoia-McHugh*, 95 F.4th at 1345, n.12. Prejudice includes additional expense caused by delay and the need to restart work already completed. *Savoia-McHugh*, 95 F.4th at 1345.

Valid service remains a threshold requirement. *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 350-51 (1999). Rule 4(f)(2)(A) authorizes service on an individual abroad by a method prescribed by the foreign country's law for service in its courts of general jurisdiction. The Court determines foreign law under Rule 44.1 and may consider any relevant source. Fed. R. Civ. P. 44.1. Where a defendant challenges service by declaration, the plaintiff must produce evidence supporting service; in evaluating conflicting evidence reasonable inferences are resolved in the plaintiff's favor. *Savoia-McHugh*, 95 F.4th at 1343-44 (citing *Meier ex rel. Meier v. Sun International Hotels, Ltd.*, 288 F.3d 1264, 1269 (11th Cir. 2002)).

III. Argument & Authorities

A. DISH Validly Served Towir at His Last Known Address Under Rule 4(f)(2)(A) and Malaysian Law

Rule 4(f)(2)(A) directs the Court to the law of the country where service occurs. It permits service in the manner "prescribed by the foreign country's law for service in that country in an action in its courts of general jurisdiction." Fed. R. Civ. P. 4(f)(2)(A); *see Prewitt Enters., Inc. v. Org. of Petroleum Exporting Countries*, 353 F.3d 916, 922-23, 924-25 (11th Cir. 2003) (analyzing foreign service law under Rule 4(f)(2)(A)). Accordingly, the controlling question is whether

DISH's method of service was authorized by Malaysian law, not whether the Eco Sky address satisfied the domestic 'dwelling or usual place of abode' requirement of Rule 4(e)(2)(B), which governs service within the United States. Malaysian Order 65, rule 2A applies to foreign civil process when the letter-of-request procedure is not invoked and provides that service "may be effected by a method of service authorized by these Rules for the service of analogous process issued by the Court." Rules of Court 2012 (Malay.), O. 65, r. 2A(1)–(2); (Ferguson Decl. ¶ 18, Ex. 4). For originating process, Order 10, rule 1(1) authorizes two methods: personal service or prepaid A.R. registered post "addressed to [the defendant's] last known address." *Id.* O. 10, r. 1(1). The summons and complaint are analogous originating process, and DISH used the authorized postal method.

The Eco Sky address was not a guess. PayPal produced it as Towir's primary address. (Ferguson Decl. ¶¶ 2-3, Ex. 1.) The same production identified Towir as the owner of accounts bearing the names Kemo IPTV and Kemo E Marketing Sdn. Bhd. and tied those accounts to Kemoiptv.com, support@kemoiptv.com, and kemo@kemo-emarketing.com. (*Id.* ¶ 4, Ex. 1.) A neutral third party thus supplied both Towir's last known address and corroborating identifiers linking that address to the business at issue.

DISH then followed the prescribed method. On January 21, 2026, Malaysian process server Muhammed Farihin sent the summons, complaint, and accompanying papers by registered, trackable post to Towir at the Eco Sky address. (Dkt. 28 ¶ 2.) Farihin swore that he effected service under Order 65, rule 2A of the

Malaysian Rules of Court 2012 and identified the tracking number. (*Id.* ¶¶ 2–3.) DISH later filed confirmation that the registered mailing was delivered on February 12, 2026. (Dkt. 32-1 ¶ 2 and Ex. 1.) The record therefore establishes the source of the address, the documents sent, the authorized method, the tracking number, and delivery.

Towir’s declaration does not rebut any of those facts. He states that he was living in Dubai when this action began. (Dkt. 36-1 ¶¶ 7, 9.) But Malaysian law expressly authorizes service of originating process by prepaid A.R. registered post addressed to the defendant’s “last known address.” (Ferguson Decl. ¶ 18, Ex. 4); Rules of Court 2012 (Malay.), O. 10, r. 1(1); *see Ziegler v. Subalipack (M) SDN BHD*, No. H-16-2598, 2018 WL 2938428, at *3–4 (S.D. Tex. June 12, 2018) (applying Malaysian Order 10, rule 1(1) and finding service on Malaysian defendant by international certified mail proper where delivery occurred and the record established receipt); *see also Dee-K Enters., Inc. v. Heveafil SDN. Bhd.*, 174 F.R.D. 376, 378–82 (E.D. Va. 1997) (upholding mailed service on Malaysian defendant under Rule 4(f)(2)(C)(ii)). Thus, the relevant question is not whether the Eco Sky address remained Towir’s current residence in 2026, but whether it was his last known address when DISH effected service. Towir does not deny that the Eco Sky address was his, state when it ceased to be his address, explain why PayPal identified it as his primary address, dispute delivery there, identify the recipient, or attach the communication on which he relies. His assertion that he

resided in Dubai therefore does not refute valid service at his documented last known address.

The proof also satisfies Rule 4(l)(2)(B), which permits proof by a signed receipt “or by other evidence satisfying the court that the summons and complaint were delivered to the addressee.” Fed. R. Civ. P. 4(l)(2)(B). The sworn process-server affidavit, postal tracking information, delivery confirmation, and third-party address records supply that evidence. A defendant does not defeat service merely by filing a contrary declaration; the Court weighs the competing evidence and draws reasonable inferences in the plaintiff’s favor. *Savoia-McHugh*, 95 F.4th at 1343–44. The method was also reasonably calculated to provide notice, as Rule 4(f)(2) requires. Fed. R. Civ. P. 4(f)(2). And if the Court requires supplemental documentation concerning delivery, Rule 4(l)(3) permits amendment of the proof and expressly provides that “[f]ailure to prove service does not affect the validity of service.” Fed. R. Civ. P. 4(l)(3).

Towir’s reliance on *DISH Network L.L.C. v. Innetra PC*, 2026 U.S. Dist. LEXIS 46025 (N.D. Cal. Mar. 5, 2026) (Dkt. 36 at 9), is misplaced. *Inntera* addressed whether DISH had established a sufficient basis for personal jurisdiction under Rule 12(b)(2)—a question distinct from whether service was valid under Rule 4(f)(2)(A). Here, service was effected under Malaysian law, and personal jurisdiction rests on Towir’s own conduct directed at the United States: he owned the PayPal accounts used to sell Service Subscriptions to United States subscribers through Kemoiptv.com and Lemotv.com, the Kemo and Lemo

Websites drew approximately 82% of their traffic from the United States, and he sold Service Subscriptions to Florida resellers including Artistry Group. (Dkt. 1, Compl. ¶¶ 10, 13–14; Ferguson Decl. ¶¶ 2, 4–5, Exs. 1–2.) Moreover, *Inntera* is a Northern District of California decision that is neither binding on this Court nor decided in the Rule 55(c) posture presented here. This Court evaluates jurisdiction on the record before it, and that record establishes both valid service and a sufficient basis for personal jurisdiction.

B. Towir’s Deliberate Decision Not to Participate Was Willful and Defeats Good Cause

Towir argues that no one good-cause factor can be dispositive. (Dkt. 36 at 7.) Binding precedent says otherwise. A court may deny Rule 55(c) relief based on willfulness alone when the defendant intentionally or recklessly disregarded the proceedings. *Compania Interamericana*, 88 F.3d at 951–52; *Savoia-McHugh*, 95 F.4th at 1342–45. In *Savoia-McHugh*, the Eleventh Circuit affirmed where the defendant knew of the case, ignored legal papers, and acted only after the plaintiffs pursued default relief. 95 F.4th at 1342–45. The court held that his belated participation was “too little too late.” *Id.* at 1345. Towir’s own declaration establishes the same kind of purposeful nonparticipation.

The record establishes that Towir knew about this litigation and had counsel available to respond. On November 20, 2025, attorney Terry Sanks told DISH that his firm had been retained by Towir, Rahim, and Kemo Marketing to address settlement of this lawsuit. (Ferguson Decl. ¶ 9, Ex. 3 at 10.) DISH supplied service packets and proposed waivers the next day. (*Id.* ¶¶ 10–12, Ex. 3 at 8–9.) On

December 5, 2025, counsel conditioned waiver on a negotiated and executed resolution. (*Id.* ¶ 13, Ex. 3 at 8.) On January 9, 2026, DISH again offered waivers in connection with an extension to respond to the Complaint, but none was executed. (*Id.* ¶ 14, Ex. 3 at 7.) DISH does not contend that declining a waiver triggered Towir's answer deadline. Those communications matter because they establish that Towir knew of this case and had access to United States counsel months before he appeared.

Formal service followed. (Dkt. 28 at ¶¶ 2-3.) The registered mailing was delivered on February 12, 2026. (Dkt. 32-1 ¶ 2, Ex. 1.) Towir then filed no answer, Rule 12 motion, motion to stay, or request for an extension. (Dkt. 32-1 ¶ 3.) The Clerk entered default on March 11, 2026. (Dkt. 34.) Towir and his United States counsel were served with Plaintiff's Application for Clerk's Entry of Default on March 10, 2026, providing notice that Towir was served in Malaysia pursuant to Malaysia law on January 21, 2026. (Dkt. 32.) Towir and his United States counsel were served with Plaintiff's Motion for Default Judgment on March 16, 2026, providing notice of the Clerk's entry of default. (Dkt. 35 at 3, 26-27.) Still, Towir waited until September 3, 2026 to move to set aside the Clerk's default—nearly ten months after retaining counsel, nearly seven months after delivery, and almost six months after default. That is not prompt corrective action. *See Savoia-McHugh*, 95 F.4th at 1344–45 (rejecting belated participation after a defendant ignored known litigation); *Compania Interamericana*, 88 F.3d at 952 (failure to act despite ample opportunity may be deemed willful). That delay also fails the

promptness requirement. Nearly six months elapsed between the entry of default on March 11, 2026, and Towir's motion on September 3, 2026—a period that far exceeds the type of prompt corrective action contemplated by Rule 55(c). *See Compania Interamericana*, 88 F.3d at 951.

The reason for the delay removes any doubt. Towir admits that he decided to await a Dubai criminal investigative report because he believed it would help determine how to respond to DISH's allegations. (Dkt. 36-1 ¶¶ 18–21.) That was not an inability to participate; it was a conscious choice to postpone this case until another proceeding produced information he wanted. He never asked this Court to approve that choice, and no order suspended his obligations.

A criminal investigation does not create a self-executing stay of a civil action. The mere existence of parallel or anticipated criminal proceedings does not require suspension of a civil case; a stay is warranted only when “special circumstances” require it in the “interests of justice.” *United States v. Lot 5, Fox Grove, Alachua County, Florida*, 23 F.3d 359, 364 (11th Cir. 1994) (quoting *United States v. Kordel*, 397 U.S. 1, 12 & n.27 (1970)). Towir therefore could have requested an extension, a stay, a protective order, or a ruling on service. He sought none. Cooperation with Dubai investigators does not excuse disregarding this Court's process.

Towir's reference to a travel ban imposed in connection with the Dubai investigation (Dkt. 36-1 ¶ 22) does not excuse his failure to participate. Even assuming a travel ban prevented Towir from leaving Dubai, it did not prevent him

from directing his United States counsel—with whom he had been in communication since at least November 2025—to file an answer, a motion to stay, a request for an extension of time, or any other responsive pleading in this Court. That Towir was able to instruct counsel to file a detailed motion to set aside default on September 3, 2026, confirms he could have done so months earlier. Even if the travel ban existed as described, a restriction on international travel has no bearing on a represented defendant’s obligation to respond to pending litigation through counsel.

Towir’s explanation also fails on its own terms. The anticipated report was still unavailable when he finally moved to set aside the Clerk’s default, yet he filed a detailed motion and declaration without it. (Dkt. 36-1 ¶¶ 17–21.) The report therefore was never a prerequisite to appearing or preserving his position. And Towir’s statement that he did not intend to disregard the Court cannot undo the conduct he admits. *See Savoia-McHugh*, 95 F.4th at 1345 (a claimed failure to understand the need to act did not establish good cause); *Mike Smith Pontiac*, 896 F.2d at 529; (Dkt. 36-1 ¶ 23). Indeed, Towir’s motion and declaration demonstrate that he could identify and articulate his claimed defenses to this Court at any time during the preceding months. (Dkt. 36; Dkt. 36-1.) Rather than a prerequisite to participate in the litigation, the Dubai report was merely a pretext for delay.

The timing confirms the strategy: Towir remained absent until almost six months after DISH filed its motion for final default judgment and permanent injunction with the supporting PayPal, NagraStar, and DISH evidence. (Dkts. 35,

35-1, 35-2, 35-3, 35-4, 35-5.) Setting aside default now would reward Towir for remaining outside the litigation until months after DISH had assembled and filed its proof and would require DISH to repeat work already completed because of that delay—recognized prejudice under *Savoia-McHugh*, 95 F.4th at 1345. Towir’s cited district-court decision, *Lopez*, involved relief sought sixteen days after default. (Dkt. 36 at 10.) Nearly six months of deliberate inaction is materially different. The Court should find the default willful and deny relief on that basis alone.

C. DISH Would Be Prejudiced if the Default Were Set Aside

Setting aside default would impose real costs on DISH. To obtain the relief sought in its motion for final default judgment and permanent injunction, DISH compiled and filed declarations from enforcement expert Gregory Duval documenting 3,840 instances of the Service transmitting the Channels airing DISH’s copyrighted Works, including instances occurring after the filing of this Complaint. (Dkt. 35-1 ¶¶ 2-6.) DISH also obtained and filed third-party discovery from PayPal and Namecheap, prepared the Ferguson Declaration and seven supporting exhibits tracing Towir’s ownership of the infringing accounts and domains, and submitted a comprehensive damages analysis and proposed permanent injunction. (Dkts. 35, 35-1 through 35-5.) Vacating the default would require DISH to redo this work in the context of contested litigation that Towir deliberately avoided. Any claim that DISH’s evidence can be “reused” ignores the difference between the two proceedings. Default judgment requires only that

DISH's well-pleaded allegations be taken as true. Contested litigation is a different matter entirely—DISH would need to supplement its proof, respond to discovery, and prepare for summary judgment and trial. That work exists only because Towir sat out the case for six months. The resulting expense is precisely the prejudice *Savoia-McHugh* holds is cognizable. 95 F.4th at 1345.

Meanwhile, the Service has continued transmitting DISH's Works. Monitoring documented 395 instances of the Service transmitting the Channels after the Complaint was filed. (Dkt. 35-1 ¶¶ 3-4.) Every day the default remains unresolved delays the permanent injunction DISH seeks to stop that infringement. Towir has also surrendered his phone and computing devices to Dubai authorities. (Dkt. 36-1 ¶ 15.) If the default is set aside, DISH will need to pursue that electronic evidence through foreign law enforcement—an additional burden and expense that Towir's delay created. These costs and burdens, which were caused entirely by Towir's deliberate absence, weigh against vacatur.

D. Towir Has Not Made the Required Showing of a Meritorious Defense

Towir also fails to carry his burden to present a meritorious defense. Rule 55(c) requires more than a general denial or the possibility that some future evidence may emerge. A general denial is insufficient; the movant must make an affirmative showing of a defense that is likely to be successful. *In re Worldwide Web Sys.*, 328 F.3d at 1296–97; *see also Savoia-McHugh*, 95 F.4th at 1345 & n.12. Towir instead declares that his IPTV resale transactions were independent of Kemo IPTV and Lemo TV and that DISH lacks evidence tying him to infringement

in the United States. (Dkt. 36-1 ¶¶ 4–5.) Independent third-party records directly contradict the premise of that assertion and, at a minimum, leave unexplained the documentary links between Towir and the Kemo IPTV and Lemo TV operations.

PayPal identifies Towir—not an unrelated operator—as the owner of accounts bearing the business names Kemo IPTV and Kemo E Marketing Sdn. Bhd. (Ferguson Decl. ¶¶ 2, 4, Ex. 1.) PayPal’s records connect those accounts to Kemoiptv.com and to the Kemo email addresses support@kemoiptv.com and kemo@kemo-emarketing.com. (*Id.*) Those records tie Towir personally to the Kemo-branded payment infrastructure.

Namecheap supplies independent corroboration. Its production for the account “hadyhady007” records successful renewals of both Lemotv.com and Kemoiptv.com. (Ferguson Decl. ¶ 7, Ex. 2 at 17, 41, 66, 69, 96, 112, 130, 133, 140.) The same account records approved credit card transactions in Ammar Towir’s name, including transactions on January 2, 2016, February 12, 2016, February 26, 2016, March 21, 2016, October 25, 2020, January 17, 2021, February 20, 2021, February 23, 2021, March 5, 2021, April 19, 2021, April 21, 2021, May 13, 2021, May 15, 2021, June 3, 2021, and June 15, 2021. (*Id.* ¶ 7, Ex. 2 at 194-196, 198-200, 204, 213.) Those are not allegations or inferences drawn solely from common branding. They are account and payment records linking Towir’s payment credentials to the account maintaining both domains.

The domain links connect to the domestic infringement evidence. NagraStar purchased subscriptions through Kemoiptv.com and Lemotv.com and

documented transmissions of DISH’s channels and copyrighted Works. (Dkt. 35-1 ¶¶ 2–6.) DISH also alleges sales to United States subscribers and Florida subscribers and resellers, including Artistry Group. (Compl. ¶¶ 13–15, 26–28; Dkt. 35 at 4–7.) Towir’s residence in Dubai does not answer the documentary evidence connecting him to the accounts and domains through which the Service he helped finance and operate was sold into and transmitted within the United States.

Towir offers no records, communications, account documents, payment history, or witness testimony reconciling his claimed independence with those facts. He does not explain why PayPal named him as owner of the Kemo accounts, why those accounts used Kemo domains and email addresses, or why his credit card paid through the Namecheap account maintaining both Kemoiptv.com and Lemotv.com. His hope that an unreleased investigative report will later exonerate him is not a present defense. (Dkt. 36-1 ¶ 24.) The declaration’s careful silence on these points is telling. Towir does not deny ownership of the accounts PayPal identified in his name; he does not deny that his credit card funded the Namecheap account maintaining both domains; and he does not claim that those records are inaccurate. Instead, he asserts only that his reselling transactions were “independent” of Kemo IPTV and Lemo TV (Dkt. 36-1 ¶ 4): a characterization that does not answer the documentary record and that is not the kind of “affirmative showing” Rule 55(c) requires.

The Court need not decide ultimate liability to conclude that Towir has failed to carry his Rule 55(c) burden. Like the movant in *Worldwide Web Sys.*, who failed

to explain the specific transactions connecting him to the disputed funds, Towir offers no evidence explaining the third-party records connecting him to the accounts and domains at issue. *See In re Worldwide Web Sys.*, 328 F.3d at 1296–97. His unsupported denial therefore does not establish a meritorious defense. *See Savoia-McHugh*, 95 F.4th at 1345, n.12 (affirming rejection of blanket denials unsupported by facts).

Towir is not entitled to the Court's equitable discretion. He admits to operating an IPTV reselling business (Dkt. 36-1 ¶ 4), but offers no explanation for the PayPal and Namecheap records identifying him as the owner of the very accounts and domains at the center of DISH's claims. (Ferguson Decl. ¶¶ 2, 4-5, 7, Exs. 1-2.) Towir absented himself while DISH built its case, then appeared with nothing but bare denials. That is not the showing Rule 55(c) demands. *See Compania Interamericana*, 88 F.3d at 951–52.

E. Alternatively, Fed. R. Civ. P. 4(f)(3) Authorizes Immediate Service Through Towir's Appearing Counsel

Because the original service was valid, the Court should deny Towir's motion and retain the March 11 entry of default. (Dkt. 34.) If the Court concludes otherwise, DISH alternatively requests an order under Rule 4(f)(3) authorizing service of the summons and complaint through the counsel who has appeared and sought affirmative relief on Towir's behalf, with service complete upon delivery in the manner ordered and a response due within twenty-one days.

Rule 4(f)(3) authorizes service "by other means not prohibited by international agreement, as the court orders," Fed. R. Civ. P. 4(f)(3), and leaves the

authorization of an alternative means of service to the district court's discretion. *Prewitt Enters.*, 353 F.3d at 921, 927-28. Service through counsel is an appropriate court-directed method where counsel is communicating with and acting for the foreign defendant in the litigation. *See Rio Properties, Inc. v. Rio International Interlink*, 284 F.3d 1007, 1015–17 (9th Cir. 2002) (recognizing delivery to a defendant's attorney as an authorized form of alternative service); *Fru Veg Mktg. v. Vegfruitworld Corp.*, 896 F. Supp. 2d 1175, 1182 (S.D. Fla. 2012) (authorizing Rule 4(f)(3) service through United States counsel).

Here, Towir's counsel has communicated with him, presented his factual account, and filed a motion seeking affirmative relief on his behalf. Delivery through counsel is therefore reasonably calculated to provide Towir notice and an opportunity to respond. *See Rio Properties*, 284 F.3d at 1016–17. This alternative would eliminate any remaining service dispute and place the case on a prompt response schedule. It would not retroactively create an expired answer deadline or preserve a default founded on invalid service, and it would not resolve any otherwise preserved objection to personal jurisdiction.

IV. Conclusion

DISH respectfully requests that the Court find service valid under Rule 4(f)(2)(A) and Malaysian law, deny Towir's motion because his default was deliberate and his asserted defense is contradicted by the documentary record, and proceed to DISH's motion for final default judgment and permanent injunction. Alternatively, if the Court finds service deficient, DISH requests authorization to

serve Towir through appearing counsel and a twenty-one day deadline to answer or otherwise respond.

Dated: September 17, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on September 17, 2026, I electronically filed this, Plaintiff DISH Network L.L.C.'s Opposition to Defendant Towir's Motion to Set Aside Default, with the Clerk of the Court using the CM/ECF System, which will provide notice to the following CM/ECF participants:

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