UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE No. 1:26-cv-23911-WILLIAMS/Lett

TELEVISAUNIVISION, INC., *et al.*

Plaintiffs,

v.

LUIS FERMÍN GIL ALPHAND, *et al.*

Defendants.

_____/

PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT, PERMANENT INJUNCTION, AND STATUTORY DAMAGES, AND MEMORANDUM OF LAW IN SUPPORT

I. INTRODUCTION

Plaintiffs TelevisaUnivision, Inc. and Televisa, S. de R.L. de C.V. (collectively, "Plaintiffs" or "TU") respectfully submit this Memorandum of Law in support of their Motion for Entry of Default Judgment and Permanent Injunction against three groups of defendants: the "ThunderTV Defendants" (Luis Fermín Gil Alphand, Edgar Cristian Olvera Salazar, Inndomanagement S.A.P.I. de C.V.), the "SunsetTV Defendants" (Juan Antonio López García, Jose Luis Guadarrama Torres), and the "Tele Latino Defendant" (Alberto García Leal) (collectively, "Named Defendants").

This case arises from Named Defendants' massive, ongoing, and willful piracy of Plaintiffs' copyrighted programming and unauthorized use of Plaintiffs' trademarks (including VIX® and TELEVISA®) through a coordinated network of illegal Internet Protocol Television ("IPTV") services. The pirated content includes popular telenovelas, dramatic series, live sports broadcasts, and premium streaming content. Despite proper service of process, entry of a Temporary Restraining Order (DE 11), and entry of a Preliminary Injunction (DE 43), Named Defendants have never appeared, answered, or otherwise defended in this action. The Clerk entered a default against each Named Defendant on August 6, 2026, pursuant to Federal Rule of Civil Procedure 55(a). (DE 48.)

Plaintiffs now seek: (i) entry of default judgment against Named Defendants; (ii) entry of a permanent injunction in the form of the accompanying Proposed Order, converting and superseding the current Preliminary Injunction (DE 43); and (iii) an award of statutory damages

under 17 U.S.C. § 504(c) for willful copyright infringement and under 15 U.S.C. § 1117(c) for willful trademark counterfeiting.

II. BACKGROUND AND PROCEDURAL HISTORY

A. The Parties and the Infringement

Plaintiffs are among the world's leading producers and distributors of Spanish-language audiovisual content. Plaintiffs own exclusive copyrights in a vast library of original Spanish-language programming, including telenovelas, dramatic series, reality programs, news broadcasts, and entertainment specials, registered with the United States Copyright Office. (Compl. ¶¶ 1-3, 32-35, DE 1.) Plaintiffs distribute this content through their flagship streaming platform, ViX, which has more than 50 million global monthly active users and over 7 million paid premium subscribers—making it the largest dedicated Spanish-language streaming service in the world. (Declaration of Deborah Flores Garza "Flores Garza Decl." ¶¶ 3-8, DE 6-1.)

Plaintiffs further own valid and subsisting trademark registrations on the Principal Register of the United States Patent and Trademark Office for, *inter alia*, the VIX® mark (Reg. No. 5,280,151; 7,787,623), TELEVISA® marks (Reg. Nos. 4,439,069; 2,408,822; 2,680,215; 2,692,233; 1,078,093; 2,685,696; 2,726,440; 5,532,629), and TELEVISAUNIVISION® (Reg. Nos. 8,161,547; 8,161,548) (collectively, the "TU Marks"). (Compl. ¶¶ 34-37, DE 1; R. & R. 5-6, DE 40.)

Named Defendants operate and control a network of unauthorized IPTV piracy services: Thunder TV (a/k/a Thunder IPTV), Sunset TV, Tele Latino (a/k/a Tele Latino MAX), Kaelus TV (a/k/a Kaelus TV Plus, KTV Plus, NIBI TV), and Pop TV (collectively, the "Infringing IPTV Services"). Without any authorization from Plaintiffs, these services illegally reproduce, distribute, publicly perform, and publicly display Plaintiffs' copyrighted programming, including premium ViX content, telenovelas, live TUDN and Liga MX sports broadcasts, and on-demand entertainment programming. (Compl. ¶¶ 38-79, DE 1; R. & R. ¶ 10, DE 40.) Named Defendants also use the TU Marks without authorization by displaying TU-branded channel names and logos within their applications and websites to attract subscribers and create the false impression of affiliation with Plaintiffs. (R. & R. ¶ 11, DE 40.)

Each Named Defendant plays a specific role in this piracy network:

- **Luis Fermín Gil Alphand** is the owner and operator of Thunder TV, receiving subscription payments through a BBVA Bancomer CLABE account. (Compl. ¶¶ 12-13, 42-48, DE 1.)

- **Edgar Cristian Olvera Salazar** is the co-operator of Thunder TV and founding shareholder of Inndomanagement S.A.P.I. de C.V. (Compl. ¶¶ 14-15, DE 1.)
- **Inndomanagement S.A.P.I. de C.V.** is the corporate vehicle through which Gil Alphand and Olvera Salazar operate Thunder TV, receiving subscriber payments through a Mercado Pago account. (Compl. ¶ 15, DE 1.)
- **Juan Antonio López García** developed, operates, and controls Sunset TV (and Flix TV). (Compl. ¶ 16, DE 1.)
- **Jose Luis Guadarrama Torres** serves as a financial beneficiary of Sunset TV, receiving payments through Spin by OXXO. (Compl. ¶ 17, DE 1.)
- **Alberto García Leal** owns, operates, and controls TeleLatino (and Oleada TV) and is the primary financial beneficiary of Tele Latino, receiving payments through a BBVA Bancomer CLABE account. (Compl. ¶ 18, DE 1.)

Named Defendants' infringement is willful. An investigation conducted by Arochi & Lindner uncovered WhatsApp communications in which operators of Thunder TV, Sunset TV, and Tele Latino explicitly confirmed that their services carry TelevisaUnivision's restricted signals, including Liga MX matches, ViX premium content, and Fox Sports channels. (Declaration of Ricardo Fischer "Fischer Decl." ¶¶ 21-29, 34-36, Exs. C, D, G, H, DE 6-2.) Named Defendants derive direct financial benefit from their infringement through paid subscriptions by maintaining subscriber databases and validating paid accounts. (Compl. ¶¶ 39, 44, DE 1.)

B. Procedural History

On June 4, 2026, Plaintiffs filed a Verified Complaint (DE 1) asserting nine counts for copyright infringement, contributory copyright infringement, federal trademark infringement, false designation of origin, trademark dilution, DMCA violations, common-law trademark infringement and unfair competition, and tortious interference. Plaintiffs simultaneously moved for emergency injunctive relief. (DE 6.)

On June 5, 2026, the Honorable Kathleen M. Williams entered an Order Granting Plaintiffs' Temporary Restraining Order (DE 11), restraining and enjoining Named Defendants and all persons acting in concert with them from, *inter alia*, reproducing, distributing, or publicly performing Plaintiffs' copyrighted works and using the TU Marks.

On June 8, 2026, the Court set an evidentiary hearing for June 17, 2026 (DE 14) and on June 10, 2026, granted Plaintiffs' motion for alternative service of process (DE 19). Plaintiffs

completed service on all Named Defendants on June 10, 2026. (Declaration of Ricardo Fischer "Fischer Decl.," DE 25-1.)

On June 17, 2026, Magistrate Judge Enjoliqué A. Lett conducted the evidentiary hearing (DE 32). No Named Defendants attended and none have ever appeared in this case. On June 26, 2026, Magistrate Judge Lett issued a Report and Recommendation (DE 40), finding that "each of the four [preliminary injunction] factors weighs heavily in Plaintiffs' favor." (R. & R. ¶ 6, DE 40.)

On July 24, 2026, District Judge Williams entered an Order (DE 43) affirming and adopting the Report and Recommendation and granting the Preliminary Injunction against all Named Defendants. The Preliminary Injunction enjoins Named Defendants from reproducing, distributing, or publicly performing Plaintiffs' copyrighted works, from using Plaintiffs' trademarks, from operating or supporting the Infringing IPTV Services, binds non-party service providers under Rule 65(d)(2), orders immediate disablement of identified IP addresses, authorizes expedited discovery, requires asset preservation, and provides for a retained-jurisdiction period of not less than two years. (DE 43.)

C. Defendants' Default

Under Federal Rule of Civil Procedure 12(a)(1)(A)(i), Named Defendants' response to the Complaint was due twenty-one days after service—i.e., by July 1, 2026. That deadline has long since passed. Named Defendants have never appeared, answered, moved to dismiss, or otherwise responded or defended in this action, individually or through counsel, despite having received actual notice of the Complaint, the TRO, the preliminary injunction hearing, the Report and Recommendation, and the Preliminary Injunction Order.

On August 5, 2026, Plaintiffs filed their Renewed Motion for Entry of Clerk's Default (DE 46) under Fed. R. Civ. P. 55(a). The Clerk entered a default against each Named Defendant on August 6, 2026 for failure to plead or otherwise defend pursuant to Fed. R. Civ. P. 55(a). (DE 48.)

Plaintiffs now move for entry of default judgment under Fed. R. Civ. P. 55(b)(2) and for entry of a permanent injunction against Named Defendants, while preserving this action against any additional defendants who may be identified through ongoing enforcement and discovery.

III. LEGAL ARGUMENT

A. The Court Should Enter Default Judgment Against the Named Defendants.

1. The Standard

Federal Rule of Civil Procedure 55 establishes a two-step process for obtaining a default judgment. First, when a party "has failed to plead or otherwise defend," the clerk must enter the party's default. Fed. R. Civ. P. 55(a). Second, once the clerk enters default, the court may enter a default judgment. Fed. R. Civ. P. 55(b)(2). *See Surtain v. Hamlin Terrace Found.*, 789 F.3d 1239, 1244-45 (11th Cir. 2015). A defendant who defaults admits all well-pleaded factual allegations in the complaint. *Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298, 1307 (11th Cir. 2009); *see also Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987). Because a defendant does not admit legal conclusions, the Court must determine whether the complaint's well-pleaded factual allegations provide a sufficient basis for judgment. This standard is analogous to the Rule 12(b)(6) inquiry. *Surtain*, 789 F.3d at 1245. Accordingly, the well-pled factual allegations of Plaintiffs' Verified Complaint will be taken as true. *See PetMed Express, Inc. v. MedPets.com, Inc.*, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004).

Here, Named Defendants received notice via Court-authorized alternative service (DE 19, 25-1), yet chose to ignore the proceedings entirely. This Court has entered default judgments in analogous IPTV piracy cases involving identical circumstances. *See ABS-CBN Corp. v. hapitvnow.info*, No. 15-cv-61660, ECF No. 26 (S.D. Fla. Jan. 27, 2016) (Williams, J.) (granting default judgment against IPTV piracy operators who failed to respond to complaint despite proper service); *ABS-CBN Corp. v. Barrientos*, No. 15-cv-62020, 2016 WL 7469974, at *9 (S.D. Fla. May 16, 2016) (recommending entry of default judgment). Defendants' failure to respond or otherwise appear in this action makes it difficult for Plaintiffs to prevent further infringement absent an injunction and entry of judgment. *See Jackson v. Sturkie*, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) ("[D]efendant's lack of participation in this litigation has given the court no assurance that defendant's infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief.").

Where there are multiple defendants, a plaintiff must confirm that there are no allegations of joint and several liability and set forth why there is no possibility of inconsistent liability. *See EVKM Techs., LLC v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule A*, 829 F. Supp. 3d 1164, 1170-71 (S.D. Fla. 2026). Here, Plaintiffs do not allege joint and several

liability with respect to damages as between the groups of Named Defendants. Each group of Named Defendants operated, controlled, or financially benefited from a distinct piracy service. The four non-defaulting corporate hosting providers have been voluntarily dismissed (Notices of Voluntary Dismissal, DE 20, 26, 27, 30). Among the Named Defendants, no defendants remain who have appeared and might litigate to a different outcome on the merits.

2. The Complaint States Valid Causes of Action

Copyright Infringement (Count I).[1] To prevail on a claim of copyright infringement, a plaintiff must demonstrate: (1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original. *Feist Publ'ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 361 (1991). The Complaint alleges that Plaintiffs own valid, registered copyrights in numerous audiovisual works, including telenovelas, dramatic series, and live sports programming. (Compl. ¶¶ 32-33, DE 1.) The Named Defendants' default admits these allegations. The Complaint further alleges that Named Defendants, without authorization, reproduce, distribute, publicly perform, and publicly display Plaintiffs' copyrighted works through the Infringing IPTV Services. (Compl. ¶¶ 80-86, DE 1.) These allegations, deemed admitted, sufficiently state a claim for direct copyright infringement under 17 U.S.C. §§ 106(1), (4), (6), 501.

Courts have consistently found that unauthorized IPTV services like those operated by the Named Defendants engage in direct copyright infringement. In *Columbia Pictures Industries, Inc. v. Galindo*, No. 2:20-cv-0312-SVW-GJS, 2020 WL 3124347, at *3 (C.D. Cal. May 11, 2020), the court granted a preliminary injunction against an IPTV service offering subscription-based unauthorized streams, finding clear copyright infringement. Here, the Named Defendants' conduct falls squarely within the established case law governing unauthorized IPTV streaming services. In

[1] Plaintiffs have standing to pursue copyright claims for all works at issue, including works registered to TELEVISA, S.A., TELEVISA, S.A. DE C.V., TELEVISA, S. DE R.L. DE C.V., VOD Acquisition Co, LLC, Tritón Comunicaciones, S.A. de C.V., Pantaya, and Univision Network, LP, all of which are owned by or affiliated with Plaintiffs or for which Plaintiffs possess exclusive rights. (Ex. 1 (Supp. Flores Garza Decl. ¶¶ 2-5).) The Verified Complaint identified representative examples of Plaintiffs' registered copyrighted works (Compl. ¶¶ 32-33, DE 1), while expressly alleging that Defendants' infringement extended to additional copyrighted works owned or controlled by Plaintiffs beyond those specifically enumerated. The record confirms that Named Defendants' infringement encompassed both the works identified in the TRO Order (DE 11 at 2) and additional works. The infringing services offered subscribers access to hundreds of works from TelevisaUnivision's programming library.

WPIX, Inc. v. ivi, Inc., 691 F.3d 275, 278-79 (2d Cir. 2012), the Second Circuit affirmed that internet retransmission of copyrighted television programming constitutes copyright infringement. Similarly, Named Defendants publicly perform Plaintiffs' copyrighted works by streaming them over the internet to subscribers of the Infringing IPTV Services, directly violating Plaintiffs' exclusive public performance rights under 17 U.S.C. § 106(4). *See also ABS-CBN Corp. v. Barrientos*, 2016 WL 7469974, at *5 (finding direct copyright infringement where defendant infringed ABS-CBN's exclusive rights by "facilitating access to and instantly streaming pirated copies of ABS-CBN's Copyrighted Works for users through his websites"); *ABS-CBN Corp. v. abscbnpinoy.com*, No. 19-cv-62693-BLOOM/Valle, 2020 WL 419392, at *5-6 (S.D. Fla. Jan. 27, 2020) (granting injunctive relief against unauthorized streaming service).

Trademark Claims (Counts III, IV, VII, and VIII). To prevail on a trademark infringement claim under 15 U.S.C. § 1114, a plaintiff must demonstrate: (1) prior rights to the mark, and (2) that the defendant adopted a mark that was the same or confusingly similar, such that consumers were likely to confuse the two. *Planetary Motion, Inc. v. Techsplosion, Inc.*, 261 F.3d 1188, 1193 (11th Cir. 2001). Federal registration constitutes prima facie evidence of validity, ownership, and exclusive right to use. 15 U.S.C. § 1115(a). Plaintiffs hold multiple federal registrations for the TU Marks. (Compl. ¶¶ 34-37, DE 1.) Likelihood of confusion is evaluated using the seven-factor test from *Frehling Enters., Inc. v. Int'l Select Grp., Inc.*, 192 F.3d 1330, 1335 (11th Cir. 1999). Each factor favors Plaintiffs: (1) the TU Marks are famous with strong secondary meaning (Compl. ¶ 35, DE 1); (2) the marks are identical because Named Defendants display exact copies of VIX®, TELEVISA®, and TELEVISAUNIVISION® marks (Compl. ¶ 36, DE 1); (3) the services are identical—both deliver Spanish-language television content; (4) the trade channels and customers overlap; (5) the advertising methods overlap; (6) Named Defendants' intent to deceive is manifest (Compl. ¶ 37, DE 1); and (7) actual confusion is demonstrated by consumers paying for Named Defendants' services believing they receive authorized programming. In a case of clear-cut copying such as this, courts infer intent to confuse. *See PetMed Express*, 336 F. Supp. 2d at 1220.

The same likelihood-of-confusion standard governs Plaintiffs' false designation of origin claim under 15 U.S.C. § 1125(a) (Count IV), *Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 780 (1992) (Stevens, J., concurring in the judgment), and Florida common-law trademark infringement and unfair competition claims (Counts VII and VIII), *Planetary Motion*, 261 F.3d at

1193 n.4; *Gift of Learning Found., Inc. v. TGC, Inc.*, 329 F.3d 792, 802 (11th Cir. 2003). Because the factual and legal predicates are identical, Named Defendants' default admits liability on all four trademark-related counts. (Compl. ¶¶ 91-100, 113-120, DE 1; R. & R. ¶ 11, DE 40.)

Trademark Dilution (Count V). Federal trademark dilution under 15 U.S.C. § 1125(c) protects famous marks from uses that dilute their distinctiveness through blurring or tarnishment, regardless of the presence or absence of actual or likely confusion. *Moseley v. V Secret Catalogue, Inc.*, 537 U.S. 418, 432-33 (2003). To prevail, a plaintiff must show: (1) the mark is famous; (2) the defendant is making commercial use of the mark in commerce; (3) the defendant's use began after the mark became famous; and (4) the defendant's use causes dilution by blurring or tarnishment. 15 U.S.C. § 1125(c)(1). The TU Marks—including VIX®, TELEVISA®, and TELEVISAUNIVISION®—are famous marks with strong consumer recognition in the Spanish-language entertainment market. (Compl. ¶¶ 35, 101-104, DE 1.) Named Defendants' unauthorized commercial use of these famous marks dilutes their distinctiveness by creating associations with illegal piracy services, tarnishing Plaintiffs' reputation and goodwill. *See Am. Airlines, Inc. v. Spada*, No. 23-cv-60709-CIV-DAMIAN, 2024 WL 4472016, at *14 (S.D. Fla. Sep. 21, 2024) (finding dilution by tarnishment where defendant's use of marks in fraudulent scheme harmed plaintiff's reputation with the public).

DMCA Anti-Circumvention (Count VI). The Digital Millennium Copyright Act prohibits circumventing technological measures that effectively control access to copyrighted works. 17 U.S.C. § 1201(a)(1)(A). Plaintiffs employ technological protection measures including encryption of broadcast signals, digital rights management (DRM) technologies, geo-blocking, subscriber authentication systems, and conditional access controls. (Compl. ¶¶ 105-112, DE 1.) Named Defendants circumvented these measures to capture, decrypt, and redistribute Plaintiffs' protected content without authorization. (Fischer Decl. ¶¶ 30-33, Exs. F & H, DE 6-2.)

Tortious Interference with Contractual Relations (Count IX). Under Florida law, tortious interference with contractual relations requires: (1) existence of a contract; (2) defendant's knowledge of the contract; (3) defendant's intentional and unjustified interference with the contract; and (4) resulting damages. *Ethan Allen, Inc. v. Georgetown Manor, Inc.*, 647 So. 2d 812, 814 (Fla. 1994). Plaintiffs maintain exclusive licensing agreements with authorized distributors for the right to broadcast, stream, and distribute their copyrighted programming. (Compl. ¶¶ 121-130, DE 1.) Named Defendants are aware of these contractual relationships because they

specifically target Plaintiffs' licensed content for unauthorized redistribution. By offering the same programming through illegal IPTV services at a fraction of the cost of legitimate subscriptions, Named Defendants intentionally and unjustifiably interfere with Plaintiffs' contractual relationships, causing Plaintiffs to lose subscribers, licensing revenue, and the ability to enforce territorial exclusivity provisions with their licensees. *See TracFone Wireless, Inc. v. SND Cellular, Inc.*, 715 F. Supp. 2d 1246, 1261-63 (S.D. Fla. 2010) (finding tortious interference where defendants knowingly interfered with plaintiff's contractual relationships by purchasing products in bulk and reselling them in violation of licensing restrictions).

Accordingly, the well-pleaded factual allegations of the Verified Complaint, deemed admitted by Named Defendants' default, provide a sufficient basis for entry of default judgment on all counts against Named Defendants.

B. This Court Should Enter a Permanent Injunction

1. The Governing Standard

Both the Copyright Act and the Lanham Act authorize injunctive relief. 17 U.S.C. § 502(a); 15 U.S.C. § 1116(a). A permanent injunction requires: (1) irreparable injury; (2) inadequate remedies at law; (3) a favorable balance of hardships; and (4) that the public interest would not be disserved. *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006). Where copyright and trademark infringement liability has been established with a demonstrated threat of continuing violations, permanent injunctive relief is warranted. *Microsoft Corp. v. Big Boy Distrib. LLC*, 589 F. Supp. 2d 1308, 1321-22 (S.D. Fla. 2008). Pursuant to 15 U.S.C. § 1116, this Court should permanently enjoin Named Defendants from continuing to infringe any of Plaintiffs' intellectual property rights. *See ABS-CBN Corp. v. hapitvnow.info*, No. 15-cv-61660, ECF No. 26 (granting permanent injunction against IPTV piracy operators). Even in a default judgment setting, injunctive relief is available. *See PetMed Express*, 336 F. Supp. 2d at 1222-23. As demonstrated below, Plaintiffs have clearly carried their burden on each of the four factors, warranting permanent injunctive relief.

2. Plaintiffs Have Suffered and Will Continue to Suffer Irreparable Injury

Plaintiffs have suffered irreparable injury and will continue to suffer such injury absent a permanent injunction. Named Defendants' piracy network retransmits Plaintiffs' copyrighted programming, including live sports broadcasts and premium streaming content, without

authorization. Each unauthorized retransmission causes immediate, unquantifiable harm. In *WPIX, Inc.*, 691 F.3d at 285-87, the Second Circuit affirmed irreparable harm where defendants retransmitted copyrighted television programming live and without authorization. Named Defendants' conduct here is materially indistinguishable. In trademark cases, "a sufficiently strong showing of likelihood of confusion may by itself constitute a showing of a substantial threat of irreparable harm." *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1310 (11th Cir. 1998) (citation modified); *see also Levi Strauss & Co. v. Sunrise Int'l Trading Inc.*, 51 F.3d 982, 986 (11th Cir. 1995) ("There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage LS & Co.'s business reputation and decrease its legitimate sales."). Furthermore, "[h]arm might be irremediable, or irreparable, for many reasons, including that a loss is difficult to replace or difficult to measure, or that it is a loss that one should not be expected to suffer." *Salinger v. Colting*, 607 F.3d 68, 81 (2d Cir. 2010).

Plaintiffs will continue to suffer irreparable injury if Named Defendants' infringing activities are not permanently enjoined. Plaintiffs' Verified Complaint alleges that Named Defendants' unlawful actions have caused Plaintiffs irreparable injury, and will continue to do so if Defendants are not permanently enjoined. (Compl. ¶¶ 110, 132, DE 1.) Named Defendants have defaulted upon Plaintiffs' factual allegations in that respect. *See ABS-CBN Corp. v. Does*, No. 2:16-CV-7918-SVW-SS, 2017 WL 2903186, at *6 (C.D. Cal. Mar. 30, 2017) (finding "Plaintiffs will continue to suffer irreparable injury if Defendants' infringing activities are not permanently enjoined" where defendants defaulted on allegations of irreparable harm in IPTV piracy case).

Named Defendants' infringement causes ongoing loss of goodwill and loss of control over Plaintiffs' licensed content. (Compl. ¶¶ 41, 95, DE 1; Ex. 1 (Supp. Flores Garza Decl. ¶¶ 20-21).) Plaintiffs' ability to license their premium programming depends on their ability to assure licensors and distribution partners that unauthorized retransmissions will be stopped. This includes exclusive content available only through their ViX streaming platform. (R. & R. ¶ 21, DE 40.) Magistrate Judge Lett found that "if a preliminary injunction does not issue, Plaintiffs will be irreparably injured," and that "the only way to effectively protect Plaintiffs is to issue a preliminary injunction." (R. & R. ¶¶ 17, 20, DE 40.) That finding applies with even greater force at the permanent injunction stage.

3. Plaintiffs Have No Adequate Remedy at Law

Legal remedies are inadequate because the damages are continuing and difficult to quantify. (R. & R. ¶ 19, DE 40.) Named Defendants' default and operation from Mexico suggest any money judgment would be difficult to collect. For trademark cases, "[i]njunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no adequate remedy at law for the injury caused by a defendant's continuing infringement." *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509-10 (S.D. Fla. 1995) (alteration in original) (citing *Century 21 Real Est. Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988)). For copyright cases, "injunctive relief may be particularly appropriate in cases involving simple copying or 'piracy' of a copyrighted work." *SunTrust Bank v. Houghton Mifflin Co.*, 268 F.3d 1257, 1265 (11th Cir. 2001). Magistrate Judge Lett found that Plaintiffs "have no adequate remedy at law because of the continuing nature of the damages and the difficulty inherent with quantifying the damages in monetary terms." (R. & R. ¶ 19, DE 40.)

Although Plaintiffs face potential statutory damages exposure of up to $150,000 per registered work for willful copyright infringement, 17 U.S.C. § 504(c)(2), given the hundreds of live channels and large libraries involved, the practical impossibility of quantifying the true extent of Named Defendants' piracy renders monetary relief alone inadequate. (Compl. ¶¶ 42, 54, 62, 70, DE 1.) Named Defendants conduct their piracy anonymously, from Mexico, through constantly shifting server infrastructure. Moreover, Named Defendants' default and apparent operation from Mexico suggest that any money judgment would be difficult or impossible to collect, further demonstrating the inadequacy of legal remedies. *See Aevoe Corp. v. Shenzhen Membrane Precise Electron Ltd.*, No. 2:12-CV-00054-GMN, 2012 WL 1532308, at *6 (D. Nev. May 1, 2012) ("[I]t may be difficult or impossible to collect on a money judgment because [a] Defendant currently is a foreign entity and this alone is sufficient to show that [a Plaintiff] will likely be irreparably harmed.").

4. The Balance of Hardships Favors Plaintiffs

The balance of hardships tilts overwhelmingly in Plaintiffs' favor. Plaintiffs face irreparable damage to their business relationships and subscriber base if unauthorized piracy continues. (R. & R. ¶ 21, DE 40.) Named Defendants, by contrast, will suffer no cognizable hardship from an injunction prohibiting illegal activity. "It is axiomatic that an infringer of copyright cannot complain about the loss of ability to offer its infringing product." *WPIX, Inc.*,

765 F. Supp. 2d at 621, *aff'd*, 691 F.3d 275 (2d Cir. 2012); *see also ABS-CBN Corp.*, 2017 WL 2903186, at *6; *Buttnugget Publ'g v. Radio Lake Placid, Inc.*, 807 F. Supp. 2d 100, 109 (N.D.N.Y. 2011).

5. The Public Interest Supports a Permanent Injunction

The public interest supports issuance of a permanent injunction. "The public interest favors issuance of the preliminary injunction in order to protect Plaintiffs' trademark and copyright interests and protect the public from being defrauded . . . ." *ABS-CBN Corp. v. abscbnpinoy.com*, No. 19-cv-62693-BLOOM/Valle, 2019 WL 7344819, at *3 (S.D. Fla. Nov. 13, 2019). There is no countervailing public interest in preserving access to pirated streams. *See DISH Network L.L.C. v. 786 Wireless World, Inc.*, No. 21-cv-5730 (AMD) (RML), 2024 WL 708229, at *9-10 (E.D.N.Y. Jan. 3, 2024). Protecting Plaintiffs' rights promotes the public interest in upholding copyright and trademark protections and prevents consumer deception in the marketplace. *See CBS Broad., Inc. v. EchoStar Commc'ns Corp.*, 265 F.3d 1193, 1198 (11th Cir. 2001); *C.B. Fleet Co. v. Unico Holdings, Inc.*, 510 F. Supp. 2d 1078, 1084 (S.D. Fla. 2007).

6. The Scope of the Permanent Injunction

The permanent injunction should extend to copyrighted works and broadcasts that Plaintiffs may in the future produce, license, or acquire rights to transmit, consistent with the current Preliminary Injunction (DE 43 ¶ 5). This is standard practice where defendants have demonstrated a pattern of willful infringement. *See Sony Music Ent., Inc. v. Glob. Arts Prods.*, 45 F. Supp. 2d 1345, 1347 (S.D. Fla. 1999). Limiting relief to works identified as of the date of the Order would require Plaintiffs to return to this Court each time they produce or acquire new content.

The permanent injunction should also bind third-party service providers who receive actual notice of the injunction, pursuant to Federal Rule of Civil Procedure 65(d)(2)(C). The current Preliminary Injunction includes such provisions (DE 43 ¶ 3), and this Court has not hesitated to grant such relief in analogous IPTV piracy cases. *See ABS-CBN Corp. v. hapitvnow.info*, No. 15-cv-61660, ECF No. 26 (granting permanent injunction binding third parties and ordering transfer of domain names to plaintiffs' control). Such relief is necessary here because Named Defendants rely on third-party infrastructure—including hosting providers, content delivery networks, domain registrars, and payment processors—to operate the Infringing IPTV Services, and Named Defendants' pattern of shifting server infrastructure and registering new domains to evade

enforcement requires that Plaintiffs be authorized to serve the permanent injunction on service providers and obtain compliance upon actual notice.

The specific provisions of the permanent injunction—including Schedule A format, supplementation procedures, third-party compliance requirements, and domain transfer authority—are set forth in the accompanying Proposed Permanent Injunction Order.

7. The Court Should Retain Open-Ended Jurisdiction for Enforcement

Courts routinely retain jurisdiction to enforce permanent injunctions without a fixed termination date. *See TracFone Wireless, Inc. v. SND Cellular, Inc.*, 715 F. Supp. 2d 1246, 1264 (S.D. Fla. 2010) (retaining jurisdiction to enforce permanent injunction and award further relief). Given Defendants' dynamic, evolving piracy operation, open-ended retained jurisdiction is necessary. Defendants continuously shift server infrastructure, register new domains, and adopt new branding to evade enforcement. The permanent injunction should supersede the Preliminary Injunction's two-year retained-jurisdiction provision (DE 43 ¶ 22) and provide for open-ended jurisdiction for enforcement, including supplementation of Schedule A, issuance of additional subpoenas and orders, contempt proceedings, and determinations of damages and attorneys' fees. The Court's authority to retain jurisdiction for enforcement of a permanent injunction is well established. *See Citronelle-Mobile Gathering, Inc. v. Watkins*, 943 F.2d 1297, 1301 (11th Cir. 1991) (courts possess "inherent power to enforce compliance with their lawful orders through civil contempt"); *PlayNation Play Sys., Inc. v. Velex Corp.*, 939 F.3d 1205, 1213-15 (11th Cir. 2019) (district court's discretion to find civil contempt of permanent injunction and award compensatory damages). The Court's retention of jurisdiction is necessary to ensure the continued efficacy of this permanent injunction given the nature of Defendants' operations, which involve readily transferable digital infrastructure capable of rapid reconstitution under new domains, IP addresses, and identities.

C. <u>Plaintiffs Are Entitled to Statutory Damages</u>

The Named Defendants fall into three distinct groups: (1) the Thunder TV Group, consisting of Defendants Luis Fermín Gil Alphand, Edgar Cristian Olvera Salazar, and Inndomanagement S.A.P.I. de C.V.; (2) the Sunset TV Group, consisting of Defendants Juan Antonio López García and Jose Luis Guadarrama Torres; and (3) the Tele Latino Group, consisting of Defendant Alberto García Leal. (Compl. ¶¶ 10-22, DE 1.) Because the individuals and entities

within each group acted in concert to operate their respective piracy services, damages are sought on a joint and several basis within each group.

1. Statutory Damages Under the Copyright Act

Under the Copyright Act, a copyright owner may elect to recover statutory damages in lieu of actual damages and profits. 17 U.S.C. § 504(c)(1). The Court has wide discretion to set an amount of statutory damages, "constrained only by the specified maxima and minima." *Cable/Home Commc'n Corp. v. Network Prods., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990) (citation omitted). Statutory damages may be elected whether or not there is adequate evidence of the actual damages suffered by plaintiff or of the profits reaped by the defendants. *Harris v. Emus Recs. Corp.*, 734 F.2d 1329, 1335 (9th Cir. 1984). For willful infringement, the court may increase statutory damages to not more than $150,000 per work infringed. 17 U.S.C. § 504(c)(2). The purpose of enhanced statutory damages for willful infringement is to punish and deter. *Feltner v. Columbia Pictures Television, Inc.*, 523 U.S. 340, 352 (1998).

Named Defendants' infringement was willful. Willfulness requires showing that the infringer had knowledge that its conduct represented infringement or "recklessly disregarded the possibility that it was infringing a copyright." *Yellow Pages Photos, Inc. v. Ziplocal, LP*, 795 F.3d 1255, 1271 (11th Cir. 2015). Willfulness may be inferred from a defendant's default. *See PetMed Express*, 336 F. Supp. 2d at 1217; *XYZ Corp. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A"*, 668 F. Supp. 3d 1268, 1277 (S.D. Fla. 2023). Here, the record establishes actual knowledge: the WhatsApp communications uncovered during the Arochi & Lindner investigation reveal that operators of Thunder TV, Sunset TV, and Tele Latino explicitly confirmed that their services carry "Liga MX," "ViX premium," and "Fox Sports" content—protected content for which Named Defendants have no license. (Fischer Decl. ¶¶ 14-45, Exs. C & M, DE 6-2.) Named Defendants continued their infringing activities even after entry of the TRO (DE 11) and Preliminary Injunction (DE 43), demonstrating deliberate disregard for Plaintiffs' rights. (Ex. 1 (Supp. Flores Garza Decl. ¶¶ 12-19).)

Moreover, Named Defendants continued their infringing activities despite receiving actual notice of infringement. Prior to filing suit, Plaintiffs sent hundreds of DMCA takedown notices to hosting providers, domain registrars, and CDN services—including notices to Defendants Enzu, Dash Networks, DigitalOcean, and HostGator—identifying the specific copyrighted works being infringed, the IP addresses of infringing servers, and the infringing domain names. (Compl. ¶ 40,

DE 1; Fischer Decl. ¶¶ 39-41, Exs. I, J, L, DE 6-2.) The overwhelming majority of these notices received no response or inadequate responses, and the Infringing IPTV Services continued to operate unabated. (Fischer Decl. ¶ 41, Ex. L, DE 6-2.) This pattern of continued infringement following actual notice is strong evidence of willfulness. *Flava Works, Inc. v. Gunter*, No. 10 C 6517, 2011 WL 1791557, at *4 (N.D. Ill. May 10, 2011) (receipt of DMCA notices identifying specific infringing files and repeat infringers provided defendant with knowledge of specific infringing uses).

Further evidence of willfulness is apparent from the application interfaces themselves. The Thunder TV and Sunset TV applications organize their video-on-demand libraries by producer, allowing subscribers to search and browse pirated content specifically by the television company that produced it—including "Vix" as a searchable category. (Fischer Decl. Ex. H, DE 6-2; Ex. 1 (Supp. Flores Garza Decl. Exs. A, B).) This deliberate categorization by producer demonstrates that the Named Defendants knew precisely whose copyrighted works they were distributing. Moreover, when a user begins streaming one of the pirated works, Plaintiffs' copyright notices appear at the start of the playback, displaying "Copyright Derechos Reserva TELEVISA, S.A." onscreen. (*Id.*) Named Defendants' services thus display Plaintiffs' own copyright notices to subscribers while simultaneously infringing those very copyrights—irrefutable evidence that the Named Defendants knew the content belonged to Plaintiffs.

The investigation also revealed that Named Defendants' services employ deliberately decentralized technical architectures designed to ensure business continuity in the event of partial enforcement action. (Compl. ¶¶ 44-48, 55-64, 74-75, DE 1.) This is powerful evidence of willfulness warranting enhanced statutory damages.

Thunder TV (Gil Alphand, Olvera Salazar, and Inndomanagement): The Thunder TV application is distributed via "sideloading" and employs a deliberately decentralized three-layer architecture designed to evade enforcement, ensuring that "if the video servers are taken down, the subscriber database on the C&C server survives, and vice versa." (Compl. ¶¶ 42-48, DE 1; Fischer Decl. ¶¶ 23-26, Ex. D, DE 6-2.)

Sunset TV (López García and Guadarrama Torres): Sunset TV distributes its application through sideloading and operates a hierarchical reseller/distributor panel model. The application captures Plaintiffs' encrypted broadcast signals and retransmits them without authorization,

including TUDN, Liga MX, and FIFA World Cup programming. (Compl. ¶¶ 49-52, DE 1; Fischer Decl. ¶¶ 27-29, Ex. G, DE 6-2.)

Tele Latino (García Leal): Tele Latino employs the most sophisticated circumvention measures, including *cryptographic obfuscators* ("Packers"), payload obfuscation, and disposable infrastructure with automatic failover to mirror domains. (Compl. ¶¶ 61-66, DE 1; Fischer Decl. ¶¶ 34-36, Ex. H, DE 6.)

Given the willful nature of Named Defendants' conduct and the scale of their piracy operation involving hundreds of copyrighted works and live broadcasts, Plaintiffs respectfully request that the Court award statutory damages under 17 U.S.C. § 504(c)(2) for willful copyright infringement. The Copyright Act permits awards of up to $150,000 per work for willful infringement. Courts routinely award maximum statutory damages against IPTV piracy operators engaged in willful, large-scale infringement. *See DISH Network L.L.C.*, 2024 WL 708229, at *6, *8–9 (awarding $150,000 per work for 179 works, totaling $26,850,000, against IPTV operators who "illegally stream the entirety of the Protected Channels" and whose "infringement [was] flagrant"); *DISH Network L.L.C. v. Kumar*, No. 21-cv-6730 (JPO), 2022 WL 5108085, at *2–3 (S.D.N.Y. Oct. 4, 2022) (awarding $150,000 per work for 177 works, totaling $26,550,000, against operators of "My Indian TV Service" who engaged in "past attempts to evade enforcement of copyright laws"); *DISH Network L.L.C. v. Fraifer*, No. 8:16-cv-02549-TPB CPT, 2021 WL 6690278, at *14–17 (M.D. Fla. Dec. 13, 2021) (awarding $150,000 per work after bench trial against IPTV operators who "knew exactly what they were doing"); *Asia TV USA Ltd. v. Kamran Int'l Trade Ltd.*, No. 17-cv-5057 (FB), 2018 WL 6313215, at *9 (E.D.N.Y. Sep. 25, 2018) (recommending $150,000 per work for 55 works, totaling $8,250,000, against Crown TV IPTV operators); *Amazon Content Servs. LLC v. Freemon*, No. 24-cv-733-L-BK, 2026 WL 686010, at *2–4 (N.D. Tex. Mar. 11, 2026) (awarding $150,000 per work for 125 works, totaling $18,750,000, against defendants operating IPTV services).

Plaintiffs submit that the following statutory damages are appropriate for copyright infringement (Ex. 1 (Supp. Flores Garza Decl. ¶¶ 7-11, Exs. A-C)):

Defendants	**Total Number of Works Infringed**	**Number of U.S. Registrations Infringed**	**Statutory Damages**	**Amount**
Thunder TV Group (Defendants Gil Alphand,	220+	42	$150,000 per work	$6,300,000

Olvera Salazar, and Inndomanagement S.A.P.I. de C.V.				
Sunset TV Group (Defendants López García and Guadarrama Torres)	240+	62	$150,000 per work	$9,300,000
Tele Latino Group (Defendant García Leal)	300+	74	$150,000 per work	$11,100,000
Total				$26,700,000

Although Named Defendants have infringed hundreds of copyrighted works, Plaintiffs are only seeking damages for those works with U.S. registrations (and that were registered prior to the infringement).

2. Statutory Damages Under the Lanham Act

The Lanham Act authorizes statutory damages for "use of a counterfeit mark . . . in connection with the sale, offering for sale, or distribution of goods or services." 15 U.S.C. § 1117(c). A plaintiff may elect statutory damages "not less than $1,000 or more than $200,000 per counterfeit mark per type of goods or services sold." *Id.* § 1117(c)(1). Where the use was willful, the court may award "not more than $2,000,000 per counterfeit mark per type of goods or services." *Id.* § 1117(c)(2). Congress enacted statutory damages in trademark counterfeiting cases because evidence of a defendant's profits in such cases is almost impossible to ascertain. S. Rep. No. 104-177, at 10 (1995) ("Moreover, counterfeiters' records are frequently nonexistent . . . making proving actual damages in these cases extremely difficult if not impossible. Enabling trademark owners to elect statutory damages is both necessary and appropriate in light of the deception routinely practiced by counterfeiters. The amounts are appropriate given the extent of damage done to business goodwill by infringement of trademarks."). Statutory damages are "specially appropriate in default judgment cases due to infringer nondisclosure." *PetMed Express*, 336 F. Supp. 2d at 1220.

A "counterfeit mark" is "a spurious mark which is identical with, or substantially indistinguishable from, a registered mark." 15 U.S.C. § 1127. Courts have consistently applied this definition in IPTV piracy cases where defendants use plaintiffs' marks to attract subscribers to unauthorized streaming services. *See, e.g.*, *ABS-CBN Corp. v. Lambingantvs.ph*, No. 24-cv-60260-Rosenberg, 2024 WL 4309221, at *2, *7–8 (S.D. Fla. Apr. 4, 2024) (awarding $300,000 per

counterfeited trademark against IPTV piracy operators who displayed plaintiff's registered marks to "defraud[] the consumers into thinking Defendants' broadcast distribution services for pirated versions of Plaintiffs' copyrighted works are authorized by Plaintiffs"); *ABS-CBN Corp. v. 123fullpinoymovies.com*, No. 20-cv-61628, ECF 24 at 4 (S.D. Fla. Oct. 21, 2020) (awarding $1,000,000 per defendant for willful trademark counterfeiting through unauthorized streaming services); *ABS-CBN Corp. v. Barrientos*, 2016 WL 7469974, at *7-8 (recommending award of $1,000,000 in trademark statutory damages against operator of IPTV websites who "intentionally promoted, offered broadcast distribution services of Plaintiffs' Copyrighted Works using marks that were, in fact, counterfeits"). Here, Defendants displayed identical copies of Plaintiffs' federally registered marks within the Thunder TV, Sunset TV, and Tele Latino IPTV applications. These marks include VIX®, TELEVISA®, and TELEVISAUNIVISION®. Defendants used these marks to attract subscribers and create the false impression that their piracy services were authorized by Plaintiffs. (Compl. ¶¶ 36-47, 121-132, DE 1; R. & R. ¶ 11, DE 40.)

Defendants' trademark infringement is willful. As with copyright willfulness, trademark willfulness may be inferred from a defendant's default. *See Arista Recs., Inc. v. Beker Enters., Inc.*, 298 F. Supp. 2d 1310, 1312 (S.D. Fla. 2003). The same evidence of actual knowledge discussed above applies here: Named Defendants' WhatsApp communications explicitly referenced "ViX premium" as content available through their services, demonstrating actual knowledge of Plaintiffs' marks. (Compl. ¶¶ 36-37, 43, DE 1.) Named Defendants continued to display the TU Marks even after entry of the TRO and Preliminary Injunction, which expressly enjoined them from "using the TU Marks in any manner." (DE 11 ¶ 2; DE 43 ¶¶ 3, 6, 9.) Screenshots from Defendants' streaming services explicitly show Plaintiffs' trademarks prominently displayed within the applications. (Ex. 1 (Supp. Flores Garza Decl. ¶ 17, Exs. A-C).) Such post-injunction conduct supports enhanced statutory damages. *See Warner Bros. Ent., Inc. v. Tusa*, No. 2:21-cv-05456-VAP-ASx, 2021 WL 6104399, at *7 (C.D. Cal. Oct. 25, 2021).

Given the willful nature of Defendants' infringement, Plaintiffs respectfully request that the Court award statutory damages under 15 U.S.C. § 1117(c)(2) for willful trademark counterfeiting in the following amounts: (i) against the Thunder TV Group (jointly and severally): $2,000,000; (ii) against the Sunset TV Group (jointly and severally): $2,000,000; (iii) against Defendant García Leal: $2,000,000. This request is consistent with awards in analogous cases. *See Specialized Bicycle Components, Inc. v. Bobjerseys.com*, Case No. 14-cv-61806-

LENARD/GOODMAN, 2015 WL 10860633, at *2 (S.D. Fla. Jan. 30, 2015) (awarding plaintiff $2,000,000.00 against each defendant)*; Chanel, Inc. v. 83bab.com*, Case No. 14- cv-61002-JAL, ECF No. 48 at 4 (S.D. Fla. Oct. 10, 2014) (awarding plaintiff $2,000,000.00 against each defendant); *ABS-CBN Corp. v. 123fullpinoymovieshub.com*, No. 21-cv-60663, ECF No. 28 at 3 (S.D. Fla. Nov. 3, 2021) (awarding $1,000,000 per defendant for willful trademark infringement through unauthorized streaming services displaying plaintiff's marks to attract subscribers).

Plaintiffs are entitled to recover statutory damages under both the Copyright Act and the Lanham Act. "Plaintiff's request for statutory damages for trademark and copyright infringement does not violate the rule against double recoveries." *Microsoft Corp. v. Tierra Computer, Inc.*, 184 F. Supp. 2d 1329, 1331 (N.D. Ga. 2001); *accord Nintendo of Am., Inc. v. Dragon Pac. Int'l*, 40 F.3d 1007, 1011 (9th Cir. 1994). This is permitted because the two statutory schemes serve different public policies and remedy different injuries: the Copyright Act protects against unauthorized copying, while the Lanham Act protects against trading on another's reputation. *See Sparaco v. Lawler, Matusky, Skelly Eng'rs LLP*, 313 F. Supp. 2d 247, 255 (S.D.N.Y. 2004). This Court has previously entered judgments awarding statutory damages under both statutes in analogous IPTV piracy cases. *See ABS-CBN Corp. v. hapitvnow.info*, No. 15-cv-61660, ECF No. 26 at 3-4.

CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court enter final judgment against the Named Defendants, while retaining jurisdiction for claims against any additional defendants who may be identified, and:

(i) Enter default judgment against the Named Defendants—Luis Fermín Gil Alphand, Edgar Cristian Olvera Salazar, Inndomanagement S.A.P.I. de C.V., Juan Antonio López García, Jose Luis Guadarrama Torres, and Alberto García Leal on all applicable counts of the Verified Complaint;

(ii) Enter a permanent injunction against the Named Defendants in the form of the accompanying Proposed Order, converting and superseding the current Preliminary Injunction (DE 43) into permanent, open-ended injunctive relief;

(iii) Award statutory damages in the following amounts:

(a) against the Thunder TV Group (jointly and severally): $8,300,000 ($6,300,000 for willful copyright infringement under 17 U.S.C. § 504(c)(2) and $2,000,000 for willful trademark counterfeiting under 15 U.S.C. § 1117(c)(2));

(b) against the Sunset TV Group (jointly and severally): $11,300,000 ($9,300,000 for willful copyright infringement under 17 U.S.C. § 504(c)(2) and $2,000,000 for willful trademark counterfeiting under 15 U.S.C. § 1117(c)(2)); and

(c) against the Tele Latino Group: $13,100,000 ($11,100,000 for willful copyright infringement under 17 U.S.C. § 504(c)(2) and $2,000,000 for willful trademark counterfeiting under 15 U.S.C. § 1117(c)(2)); and

(iv) Grant Plaintiffs such other and further relief as this Court deems just and proper.

CERTIFICATE OF GOOD FAITH CONFERENCE

Plaintiffs are unable to confer with Defendants prior to making this Motion, as Defendants have not yet appeared in this action.

Dated: September 4, 2026

By: */s/ Aaron S. Weiss*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Clerk of the Court through CM/ECF, on September 4, 2026 which will serve all counsel and parties of record, and that a true and correct copy of the foregoing was served by e-mail, on Defendants at the email addresses reflected in the declaration of service filed at Docket Entry 25-1.

/s/ Aaron S. Weiss
Aaron S. Weiss