UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DISH NETWORK L.L.C.,

Plaintiff,

v.

ARTISTRY GROUP LLC d/b/a 1 Dollar IPTV, KEMO E MARKETING SDN. BHD., NOORHAYATI BINTI ABDUL RAHIM, and AMMAR TOWIR,

Defendants.

No. No. 8:25-cv-02846-CEH-AEP

PLAINTIFF DISH NETWORK L.L.C.'S MOTION FOR DEFAULT JUDGMENT AGAINST DEFENDANTS, PERMANENT INJUNCTIVE RELIEF REQUESTED

Pursuant to Federal Rule of Civil Procedure 55(b)(2) and Local Rule 1.10(c), Plaintiff DISH Network L.L.C. moves the Court to enter default judgment against Defendants Artistry Group LLC d/b/a 1 Dollar IPTV, Kemo E Marketing Sdn. Bhd., Noorhayati Binti Abdul Rahim, and Ammar Towir.

I. Summary

Plaintiff DISH Network L.L.C. ("DISH") is one of the largest pay-television providers in the United States and serves millions of subscribers nationwide. (Doc. 1, Compl. ¶ 1.) DISH owns copyrights in the Works aired on Channels that DISH exclusively licensed for transmission in the United States. (*Id.* ¶¶ 1, 17-20, 40.)[1] DISH's exclusive rights to publicly perform the Works were directly infringed

[1] Capitalized terms are defined in DISH's Complaint and given the same meaning here.

because the Works were transmitted, without DISH's authorization, on Defendants' illegal streaming service known as Kemo IPTV and Lemo TV (the "Service") in the United States. (*Id.* ¶¶ 3-4, 26, 43.)

Kemo E Marketing Sdn. Bhd., Noorhayati Binti Abdul Rahim, and Ammar Towir (collectively "Direct Infringers") operate the Service by taking broadcasts or streams of the Channels and unlawfully transmitting the Works over the internet throughout the United States and selling subscriptions to access the Service ("Service Subscriptions") to United States Subscribers and United States Resellers such as Artistry Group LLC d/b/a Dollar IPTV ("Artistry Group"). (*Id.* ¶¶ 3-4, 14, 21, 26-28, 43, 60.) Artistry Group sells the Service Subscriptions to additional United States Subscribers and activates, and has the control to deactivate, the Service Subscriptions. (*Id.* ¶¶ 3, 21, 25, 31, 37, 51, 61.) Direct Infringers are liable for direct copyright infringement. (*Id.* ¶¶ 3-4, 26-28, 39-47.)

Direct Infringers engaged in these illegal activities since at least February 17, 2021, despite receiving at least 96 notices of infringement requesting the removal of the Works and despite being sued in this case. (*Id.* ¶¶ 29-30, 46.) Direct Infringers continue to transmit DISH's copyrighted works without authorization. (*Id.* ¶ 46.)

Artistry Group engaged in these illegal activities since at least December 3, 2024, despite receiving at least seven notices of infringement requesting the removal of the Works and that Artistry Group cease facilitating access to the Works and despite being sued in this case. (*Id.* ¶¶ 38, 57, 64.) Artistry Group could have taken simple measures to prevent further infringement – such as deactivating Service Subscriptions for United States Subscribers and ceasing to sell the Service Subscriptions – but Artistry Group and its successors refused to take such measures and elected to continue profiting from Direct Infringers' direct infringement. (*Id.* ¶¶ 37-38, 55, 57, 61-62, 64.) Artistry Group is liable for contributory and vicarious copyright infringement. (*Id.* ¶¶ 4, 31-38, 48-65.)

Despite proper service, Defendants failed to respond to DISH's Complaint or otherwise defend. Defendants are in default and default judgment is appropriate. (Docs. 19, 26, 31, 34.) DISH requests statutory damages against Direct Infringers for 181 registered Works and Artistry Group for 10 registered Works, a permanent injunction, an order that third party service providers cease providing services supporting Defendants' infringement, and an order for the transfer of the domains supporting Defendants' infringement. This relief is warranted to prevent further infringement of DISH's copyrights and further irreparable harm to DISH.

II. Argument and Authorities

A. Legal Standard

Default judgment should be entered if the well-pleaded factual allegations in DISH's Complaint, which are accepted as true, establish the liability of Defendants. *See Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987). To establish liability, "a complaint must contain sufficient factual matter . . . to state a claim to relief that is plausible on its face." *WFTV, Inc. v. Maverik Prod. Ltd. Liab. Co.*, 6:11-cv-1923-ORL-28KRS, 2013 WL 3119461, at *6 (M.D. Fla. June 18, 2013) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). Upon finding liability, the inquiry then turns to damages, which may be awarded by the Court without a hearing where "the amount claimed is a liquidated sum or one capable of mathematical calculation." *Adolf Coors Co. v. Movement Against Racism and the Klan*, 777 F.2d 1538, 1543 (11th Cir. 1985).

B. The Court has Jurisdiction to Grant Default Judgment

The Court may enter default judgment because Defendants were properly served with Plaintiffs' Summons and Complaint, Defendants failed to plead or defend, the Clerk entered default against Defendants, and Defendants are not minors, incompetent, or exempt under the Servicemembers' Civil Relief Act. (Docs. 14, 20, 27-28 (affidavits of service); Docs. 19, 26, 31, 34 (Clerk's entries of default); Ferguson Decl. ¶¶ 2-8, Exs. 1-4.); *see also* Fed. R. Civ. P. 55(b)(2) (setting forth procedural requirements for default judgment). The Court has discretion to enter a default judgment under Fed. R. Civ. P. 55(b)(2). *Giovanno v. Fabec*, 804 F.3d 1361, 1366 (11th Cir. 2015); *F.T.C. v. Vacation Prop. Servs.*, No. 8:11-CV-00595-JDW, 2012 WL 1854251, at *1 (M.D. Fla. May 21, 2012).

The Court has personal jurisdiction against Artistry Group under Fed. R. Civ. P. 4(k)(1)(A) because it resided in and conducted business in the State of Florida. (Compl. ¶ 12.) The Court has personal jurisdiction against Direct Infringers under Fed. R. Civ. P. 4(k)(1)(A) because they sell Service Subscriptions to Florida Subscribers, Artistry Group, and other resellers located in Florida, knowing they are likely to resell Service Subscriptions to Florida Subscribers, and provide Florida Subscribers with access to the Works. (*Id.* ¶ 13.) Alternatively, the Court has personal jurisdiction against Direct Infringers under Fed. R. Civ. P. 4(k)(2) because Direct Infringers ran a marketing campaign directed towards subscribers and resellers in the United States, sell Service Subscriptions to United States Subscribers and Resellers, and provide United States Subscribers with access to the Works. (*Id.* ¶ 14.)

C. Default Judgment Against Direct Infringers on Count I, Direct Copyright Infringement

A claim for copyright infringement has two elements: "(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).

1. DISH Owns Valid Copyrights

DISH entered into signed, written licensing agreements with the Networks granting DISH the exclusive right to distribute and publicly perform the Works that air on the Channels in the United States. (Compl. ¶¶ 17-19.) Such a transfer of copyrights is valid under the Copyright Act. 17 U.S.C. §§ 201(d), 204(a); *Imperial Residential Design, Inc. v. Palms Dev. Group, Inc.*, 70 F.3d 96, 99 (11th Cir. 1995) (holding copyright interest properly transferred when confirmed in subsequent writing).

DISH is a copyright owner in the Works because, at all relevant times, it was exclusively licensed the rights to publicly perform the Works in the United States, by means including satellite, OTT, IPTV, and internet. (Compl. ¶¶ 17-20, 40-42.) 17 U.S.C. § 501(b); *Davis v. Blige*, 505 F.3d 90, 100 n.10 (2d Cir. 2007)

("[E]xclusive licenses are recognized as a type of an ownership interest, conveying a particular exclusive right of copyright. Exclusive licensees may sue without joining the copyright owners . . . ."); *Broad. Music, Inc. v. Evie's Tavern Ellenton, Inc.*, 772 F.3d 1254, 1258 n.2 (11th Cir. 2014) (adopting *Blige*); *Smith v. Casey*, 741 F.3d 1236, 1241 (11th Cir. 2014) (explaining that § 501(b) authorizes reliance on copyright registration issued to another).[2]

The foregoing well-pleaded allegations from DISH's Complaint, taken as true, satisfy the requirement of copyright ownership.

2. Direct Infringers Infringed DISH's Copyrights

DISH can also establish the last element of its copyright infringement claim: "copying of constituent elements of the work that are original." *Feist*, 499 U.S. at 361. "Copying" means to violate one of the exclusive rights in 17 U.S.C. § 106, which include the right to publicly perform copyrighted material. *See Arista Records LLC v. Doe 3*, 604 F.3d 110, 117 (2d Cir. 2010). United States law is controlling on the question of copyright infringement where, as here, the infringement takes place within the United States. *See DISH Network L.L.C. v. Fraifer*, No. 8:16-cv-2549-T-60CPT, 2020 WL 1515938, at *16-17 (M.D. Fla. Jan. 31, 2020); DISH *Network L.L.C. v. TV Net Sols., LLC*, No. 6:12-cv-1629-Orl-41TBS, 2014 WL 6685351, at *3 (M.D. Fla. Nov. 25, 2014) (citing *Itar-Tass Russian News Agency v. Russian Kurier, Inc.*, 153 F.3d 82, 91 (2d Cir. 1998)).

[2] The Network's original ownership of the copyrights transferred to DISH is also properly pleaded, and as to the registered Works, presumptively established. (Compl. ¶ 18, n.3); 17 U.S.C. § 410(c).

Direct Infringers operate the Service taking broadcasts or streams of the Channels and unlawfully transmitting the Works over the internet throughout the United States. (Compl. ¶¶ 3-4, 26-27, 43.) In particular, Direct Infringers took broadcasts or streams of the Channels airing the Works, transferred them to one or more computer servers provided, controlled, and maintained by Direct Infringers and then transmitted the Works to United States Subscribers through OTT delivery. (*Id.* ¶¶ 26-27) The United States Subscribers received the Works from the Service. (*Id.* ¶ 28.) As a result, Direct Infringers directly infringed DISH's exclusive rights to publicly perform the Works through the Service. (*Id.* ¶¶ 40-44.); *Am. Broad. Cos. v. Aereo, Inc.*, 573 U.S. 431, 439-44 (2014) (streaming broadcast television programming to users directly infringed public performance copyright); *Spanski Enters., Inc. v. Telewizja Polska, S.A.*, 883 F.3d 904, 910-13 (D.C. Cir. 2018) (same); *TV Net*, 2014 WL 6685351, at *4 (granting default judgment and finding copyright infringement based on allegations that defendants transmitted copyrighted programs via similar services); *DISH Network L.L.C. v. Dima Furniture Inc.*, No. TDC-17-3817, 2019 WL 2498224, at *4 (D. Md. June 17, 2019) (same); *China Central Television v. Create New Tech. (HK) Ltd.*, No. CV15-01869 MMM, 2015 WL 3649187, at *8 (C.D. Cal. June 11, 2015) (same).

These well-pleaded allegations in DISH's Complaint establish that Direct Infringers infringed DISH's copyrights in the Works, thus satisfying the second element of DISH's copyright infringement claim. Default judgment should be granted against Direct Infringers on Count I for direct copyright infringement.

D. Default Judgment Against Artistry Group on Count II, Inducing and Materially Contributing to Copyright Infringement

"A claim of contributory copyright infringement arises against one who intentionally induces or encourages the direct infringement of another." *Cambridge Univ. Press v. Patton*, 769 F.3d 1232, 1242 n.6 (11th Cir. 2014). "To establish contributory copyright infringement, the following elements must be satisfied: (1) direct copyright infringement of a third-party; (2) knowledge by the defendant that the third-party was directly infringing; and (3) [inducement or] material contribution to the infringement." *Duncanson v. SJ Wathen Bloomington, LLC*, No. 6:14-cv-704-Orl-40KRS, 2018 WL 1071958, at *4 (M.D. Fla. Feb. 27, 2018); *see also Cable/Home Communication Corp. v. Network Productions, Inc.*, 902 F.2d 829, 845 (11th Cir. 1990) ("This court has stated the well-settled test for a contributory infringer as 'one who, with knowledge of the infringing activity, induces, causes or materially contributes to the infringing conduct of another.'")

The first element is satisfied because Direct copyright infringement of a third-party, including ownership of the copyrighted material, was established above in Part II.C.

The second element is satisfied because Artistry Group had knowledge of the infringing activity as shown by its receipt of seven notices of infringement, requesting the removal of the Works and that Artistry Group cease facilitating access to the Works. (Compl. ¶¶ 38, 54.); *see Perfect 10, Inc. v. Amazon.com*, 508 F.3d 1146, 1172 (9th Cir. 2007) (finding infringement notices, if adequately detailed, would establish defendant's knowledge); *Venus Fashions, Inc. v.*

ContextLogic, Inc., No. 3:16-cv-907-J-39MCR, 2017 WL 2901695 at *23-24 (M.D. Fla. Jan. 17, 2017) (finding infringement notices provided knowledge establishing a likelihood of success in prevailing on a contributory infringement claim). Artistry Group could have taken simple measures to prevent further infringement, such as deactivating Service Subscriptions for United States Subscribers and ceasing to sell the Service Subscriptions. (Compl. ¶ 55); *See Venus Fashions*, 2017 WL 2901695 at *24 (citing *Perfect 10* and stating "the court held that an Internet search engine operator could be held liable on copyright owner's contributory copyright claim if the evidence establishes that the operator had knowledge that infringing image were available using its search engine, could take measures to prevent further damage to the copyrighted works, and failed to take such steps.")

The third element is satisfied because Artistry Group induced and materially contributed to infringement of DISH's exclusive public performance rights by providing United States Subscribers access to the Works, despite having the ability to prevent such access. (Compl. ¶¶ 49-50, 55.). Artistry Group sells the Service in the United States. (*Id.* ¶¶ 3, 31, 33-35, 51.) Artistry Group advertises the Service as a means of accessing the Works. (*Id.* ¶¶ 32-33, 52.) The Service provides United States Subscribers with access to the Works. (*Id.* ¶¶ 28, 36, 51.) Artistry Group's actions create or expand the audience for the infringement in the United States. (*Id.* ¶ 50.)

These well-pleaded allegations in DISH's Complaint establish that Artistry Group is contributorily liable for copyright infringement. *See DISH Network L.L.C. v. Virtual Systems LLC*, No. 24-cv-1683-BJR, 2025 WL 3158058 at *5 (W.D.

Wash. Nov. 12, 2025) ("DISH has adequately pleaded that [network and server provider] induced copyright infringement by the pirate streaming services."); *DISH Network L.L.C. v. Alghafir*, No. 4:20-cv-01678, Doc. 63 at (S.D. Tex. Feb. 23, 2023) (reseller and distributor of a similar illegal streaming service "induced and materially contributed to infringement of DISH's exclusive . . . public performance rights by providing . . . users in the United States with access to the Protected Channels and the programs that make up the Protected Channels, despite having the ability to prevent such access.") Default judgment should be granted against Artistry Group on Count II for contributory copyright infringement.

E. Default Judgment Against Artistry Group on Count III, Vicarious Copyright Infringement

To state a claim for "vicarious infringement, a plaintiff must" allege "direct infringement by a third party." *See Leonard v. Stemtech Int'l Inc.*, 834 F.3d 376, 386 (3d Cir. 2016). A plaintiff must also allege that a defendant has (1) the "right and ability to supervise the [third party's] infringing activity" and (2) "a direct financial interest [in the third party's infringing activity]." *Millennium Funding, Inc. v. 1701 Mgmt. LLC*, 576 F. Supp. 3d 1192, 1214 (S.D. Fla. 2021); *see also Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 930 (2005) (a defendant is liable for vicarious copyright infringement "by profiting from direct infringement while declining to exercise a right to stop or limit it.") Direct copyright infringement of a third-party, including ownership of the copyrighted material, was established above in Part II.C.

1. Artistry Group Declined to Exercise Its Right and Ability to Stop the Infringement

Artistry Group had the legal right and ability to supervise and control the infringing activity of Direct Infringers, and Direct Infringers depended upon Artistry Group to sell, activate, and deactivate Service Subscriptions. (Compl. ¶ 61.) Direct Infringers sold Service Subscriptions to Artistry Group, whom Direct Infringers depended upon to sell the Service Subscriptions to United States Subscribers. (*Id.* ¶¶ 3, 21, 24, 31, 61.) Direct Infringers provided Artistry Group access to its IPTV panel where Direct Infringers depended upon Artistry Group to activate and deactivate Service Subscriptions for United States Subscribers. (*Id.* ¶¶ 25, 37, 61.) Artistry Group had control to deactivate the Service Subscriptions, which would have prevented Direct Infringers' public performance of the Works to United States Subscribers and thereby limited Direct Infringers' direct infringement. (*Id.*)

These well-pleaded allegations in DISH's Complaint establish that Artistry Group had the right and ability to supervise Direct Infringers' direct infringement, thus satisfying the first element of DISH's vicarious copyright infringement claim. *See A&M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004, 1023 (9th Cir. 2001) ("The ability to block infringers' access to a particular environment for any reason whatsoever is evidence of the right and ability to supervise").

2. Artistry Group Had a Direct Financial Interest in the Direct Infringement

Artistry Group also received a direct financial benefit from the Works transmitted on the Service to United States Subscribers. (Compl. ¶ 62.) The availability of the Works on the Service attracted and drew United States Subscribers to purchase the Service Subscriptions from Artistry Group, resulting in an increase in its sales. (*Id.* ¶¶ 32-33, 62.) Specifically, Artistry Group sold the Service for anywhere from $9.99 per month to $300 for lifetime. (*Id.* ¶¶ 33-34.)

These well-pleaded allegations in DISH's Complaint establish that Artistry Group profited from Direct Infringers' direct infringement, thus satisfying the second element of DISH's vicarious copyright infringement claim. *See Millennium Funding*, 576 F. Supp. 3d at 1214 ("[T]o successfully allege a direct financial interest, the plaintiff must allege that the defendant profited directly from the infringing activity.").

Default judgment should be granted against Artistry Group on Count III for vicarious copyright infringement. *See Virtual Systems LLC*, 2025 WL 3158058 at *5 (finding DISH adequately pleaded vicarious copyright infringement because it "alleged Virtual Systems could have taken simple measures to stop or limit the pirate streaming services' infringement of the DISH Copyrighted Works but failed to take them because the infringement contributed to Virtual Systems' financial success").

F. Statutory Damages Should be Awarded for Copyright Infringement

The Copyright Act allows for recovery of the copyright owner's actual damages plus any additional profits of the infringer, or statutory damages. *See* 17 U.S.C. § 504(a). DISH elects statutory damages and moves the Court to award damages for its 181 registered Works as requested in the Complaint.

1. Defendants are Engaged in Massive Copyright Infringement

Defendants are infringing DISH's copyrights on a massive scale by transmitting and providing access to the Works without authorization on the Service. Monitoring by an enforcement expert establishes that the Service continually transmitted the Channels airing the Works since at least February 17, 2021. (Duval Decl. ¶¶ 2-3.) Monitoring detected 3,840 instances of the Service transmitting the Channels airing the Works with 395 of those instances occurring after the filing of DISH's Complaint. (*Id.*) The number of individual Works aired on the Channels is more substantial.

Most of the Works aired on the Channels are unregistered non-United States works, for which DISH's monetary remedy is limited to actual damages and the disgorgement of a defendant's profits. *See* 17 U.S.C. §§ 412, 504. The actual damages that DISH sustained are difficult to quantify for the reasons stated in Part II.G below discussing permanent injunctive relief, and Defendants' refusal to participate in this case has prevented DISH from obtaining evidence of their profits. Consequently, the damages request is limited to registered Works, which allow for recovery of statutory damages.

DISH owns copyrights in at least 181 Works registered with the United States Copyright Office. (Compl. ¶ 18, n.3; Doc. 1-2, Ex. 1 (registered Works).) Each of the 181 Works was registered within three months of its first publication. (Doc. 1-2.) As a result, the registrations were timely for purposes of awarding statutory damages. *See* 17 U.S.C. § 412(2) ("[N]o award of statutory damages . . . shall be made for . . . any infringement of copyright commenced after first publication of the work and before the effective date of its registration, unless such registration is made within three months after the first publication of the work.”).

The registered Works are individual episodes of television series that aired on the Channels. (Compl. ¶ 18, n.3, Doc. 1-2; Duval Decl. ¶ 5.) Defendants are deemed to have infringed the copyrights in the registered Works by virtue of their default. *See Buchanan*, 820 F.2d at 361 (11th Cir. 1987); (Compl. ¶¶ 43, 49-50, 60-62). In addition, the monitoring results evidence that Direct Infringers transmitted the registered Works on the Service. (*See* Duval Decl. ¶¶ 2-3, 5.) Artistry Group vicariously infringed and knowingly induced and materially contributed to infringement of at least ten of the registered Works by disregarding DISH’s notices of infringement and continuing to distribute, sell, promote, and activate the Service. (Compl. ¶¶ 32-33, 37-38, 50-52, 54, 61-62, 64; Doc. 1-2 at 15-17 (Works with first publication from March 27, 2025 through April 1, 2025); Duval Decl. ¶ 5.) DISH requests statutory damages against Direct Infringers and Artistry Group for 181 and 10 registered Works, respectively.

2. Statutory Damages at $150,000 Per Registered Work

Statutory damages up to $150,000 per work may be awarded for willful infringement. 17 U.S.C. § 504(c). “Willfulness” may be predicated on conduct known to constitute infringement, or a “reckless disregard of the possibility that one’s actions are infringing.” *Yellow Pages Photos, Inc. v. Ziplocal, LP*, 795 F.3d 1255, 1271 (11th Cir. 2015) (“[T]he actions need not have been malicious.”).

"[I]gnoring a cease and desist letter constitutes evidence of a willful and deliberate state of mind." *Broad. Music, Inc. v. Bloodhound Brew, LLC,* No. 6:14-cv-1705-ORL-22KRS, 2015 WL 12830484, at *5 (M.D. Fla. Nov. 2, 2015). Statutory damages of $150,000 for each of the registered Works are appropriate in this case.

Defendants had actual knowledge and willfully infringed DISH's copyrights. (Compl. ¶¶ 29-30, 38, 46, 57, 64.) Direct Infringers were sent 96 notices of infringement between February 17, 2021 and the filing of DISH's Complaint, requesting the removal of the Works, but they did not respond. (*Id.* ¶ 29.) An additional 272 notices of infringement were sent to Direct Infringers' hosting providers associated with the Service during the same time period, and at least some of those notices were forwarded to Direct Infringers. (*Id.* ¶ 30.) Even when the hosting providers removed the Works, Direct Infringers intentionally interfered with the takedown efforts by transmitting the Works from different hosting providers or locations. (*Id.*) Direct Infringers were again notified of the infringement when the Complaint was served on them. (Docs. 20, 27-28.) The actions of Direct Infringers are continuing, and recent monitoring shows that Direct Infringers continue to transmit the Channels airing the Works. (*Id.* ¶ 46; Duval Decl. ¶¶ 3-4.)

Artistry Group was sent seven notices of infringement between December 3, 2024 and the filing of DISH's Complaint, requesting the removal of the Works and that Artistry Group cease facilitating access to the Works. (Compl. ¶ 38.) Artistry Group responded to one of the notices of infringement confirming it was facilitating access to the Works, but did not otherwise respond. (*Id.*) Artistry Group was again notified of the infringement when the Complaint was served on it. (Doc. 14.) The actions of Artistry Group or its successors are continuing, and Artistry Group's 1DollarIPTV Websites are continuing to promote and offer the sale of Service Subscriptions. (*Id.* ¶¶ 31-32, 57, 64; Ferguson Decl. ¶¶ 9-10, Exs. 5-6.)

These well-pleaded allegations in DISH's Complaint establish that Defendants are willful infringers subject to maximum statutory damages. The Court "should consider both the willfulness of the defendant's conduct and the deterrent value of the sanction imposed" in determining damages. *Cable/Home Commc'n Corp. v. Network Prods., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990). DISH "is not . . . required to produce evidence of actual damages or loss of profits." *Key W. Ass'n of Realtors, Inc. v. Allen*, No. 11-cv-10084-JLK, 2013 WL 12094688, at *7-8 (S.D. Fla. May 22, 2013) (citing *F. W. Woolworth Co. v. Contemporary Arts*, 344 U.S. 228, 233 (1952) ("Even for uninjurious and unprofitable invasions of copyright the court may, if it deems it just, impose a liability within statutory limits to sanction and vindicate the statutory policy.")); *Superior Form Builders, Inc. v. Dan Chase Taxidermy Supply Co.*, 74 F.3d 488, 497 (4th Cir. 1996) (holding that willfulness warranted maximum statutory damages, despite infringer's claim that award was almost 40 times the revenue received from the infringement).

Defendants' clear willfulness and the strong need for deterrence, as shown by their ongoing infringement in the face of numerous infringement notices and Defendants' intent to operate their business on the basis of stealing the intellectual property of others, justifies an award of $150,000 for each of the registered Works, for a total of $27,150,000 against Direct Infringers (181 Works x $150,000) and $1,500,000 against Artistry Group (10 Works x $150,000). *See Allen*, 2013 WL 12094688, at *8 (awarding $150,000 for 18 registered works in a case of willful infringement, for total of $2.7 million, finding that "[a]warding a lesser amount of damages would not serve the purpose of the Copyright Act in deterrence of further wrongful conduct"); *DISH Network L.L.C. v. ChitramTV*, No. 4:21-cv-00859, Doc. 40 at 1-2 (S.D. Tex. Nov. 15, 2021) (awarding $150,000 for 207 registered works, for a total of $31.05 million); *DISH Network L.L.C. v. Shava IPTV Network LLC*, No. 1:15-cv-00706 (TSE/IDD), Doc. 120 at 12 (E.D. Va. Sept. 15, 2016) (awarding $150,000 for 171 registered works, for a total of $25.65 million); adopted at Doc. 124; *Columbia Pictures Television, Inc. v. Krypton Broad. of Birmingham, Inc.*, 259 F.3d 1186, 1195 (9th Cir. 2001) (finding $31.68 million in statutory damages not excessive in case involving willful copyright infringement, as shown by the defendant continuing to broadcast the plaintiffs' television programming after the case was filed); (Ferguson Decl. ¶¶ 16, 18, Exs. 7, 9-10) (attaching orders from *ChitramTV* and *Shava*).[3]

The requested damages are also justified because additional monetary relief is available to DISH but is not being pursued in this motion. DISH does not request

[3] DISH does not sub-license the Works and instead benefits from exclusivity; thus, a hypothetical license analysis is inapplicable. (Riemersma Decl. ¶ 3(a)); *see Bloodhound*, 2015 WL 12830484, at *6 (finding license fee a factor when applicable but that "the Court need not necessarily consider it;" noting statutory damages are based on "the number of copyrighted works infringed, not the amount of a license fee").

any damages for Defendants' infringement of a vast number of unregistered Works. (Compl. ¶¶ 18, 26, 42, Prayer § C, Ex. 2.) In short, DISH's request for damages is based upon a group of Works that is only a small portion of the total copyrighted works that Defendants infringed – and for which they would be liable if they were to appear and litigate this case – further justifying these statutory damages.

DISH should be awarded statutory damages of $27,150,000 against Direct Infringers and $1,500,000 against Artistry Group.

G. DISH Should be Awarded Permanent Injunctive Relief

DISH is entitled to a permanent injunction under 17 U.S.C. § 502 because it can establish each of the four requirements in *eBay, Inc. v. MercExchange, L.L.C.*: "(1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction." 547 U.S. 388, 391 (2006).

1. DISH's Irreparable Harm and Money Damages are Inadequate

Defendants' infringement, offered in direct competition with DISH's authorized services, causes DISH to suffer an irreparable injury for which remedies at law are inadequate. DISH is deprived of its exclusive rights to control how, when, to whom, and on what terms it will publicly perform the Works; DISH incurs damage to its business relationships and goodwill, including with its licensors of the Channels airing the Works; and DISH loses subscription revenues and market share, all of which is inherently difficult, if not impossible, to calculate. (Riemersma Decl. ¶ 3.) Defendants failed to comply with infringement notices, failed to appear or file a response in this case, and continued to infringe DISH's copyrights even after this case was filed – establishing the need for a permanent injunction to protect DISH from further irreparable harm resulting from Defendants' infringement. *See BellSouth Telecomms., Inc. v. MCIMetro Access Transmission Servs., LLC*, 425 F.3d 964, 970 (11th Cir. 2005) ("[T]he loss of customers and goodwill is an irreparable injury."); *Ferrellgas Partners, L.P. v. Barrow*, 143 F. App'x 180, 190 (11th Cir. 2005) ("Grounds for irreparable injury include loss of control of reputation, loss of trade, and loss of goodwill."); *see also Salinger v. Colting*, 607 F.3d 68, 81 (2d Cir. 2010) ("In the context of copyright infringement . . . courts have tended to issue injunctions . . . because 'to prove the loss of sales due to infringement is . . . notoriously difficult.'"). DISH also "should not be required to litigate in order to enforce its exclusive right to publicly perform the works at issue," which may be the outcome if Defendants are not permanently enjoined here. *TV Net*, 2014 WL 6685366, at *10, adopted by 2014 WL 6685351.

2. The Balance of Equities and Public Interest Favor an Injunction

The balance of hardships favors a permanent injunction because, in contrast to the irreparable harm Defendants' infringement causes DISH, the burden placed on Defendants by an injunction consists only of the cost of foregoing illegal actions, which should not be afforded any weight in an equitable balancing of factors. *See* *id.* at *10; *WPIX, Inc. v. ivi, Inc.,* 691 F.3d 275, 287 (2d Cir. 2012) (affirming district court's holding that "an infringer of copyright cannot complain about the loss of ability to offer its infringing product" and "cannot be 'legally harmed by the fact that it cannot continue streaming plaintiffs' programming, even if this ultimately puts [the infringer] out of business'"); *Disney Enters, Inc. v. VidAngel, Inc.*, 869 F.3d 848, 867 (9th Cir. 2017) ("Financial hardship from ceasing infringing activities . . . did not outweigh the irreparable harm likely to befall the Studios without an injunction.").

Permanently enjoining Defendants will also advance the public interest by protecting the copyrighted Works, which by extension maintains the incentive for authors to create the Works and for DISH to offer the Works to its subscribers. *WPIX*, 691 F.3d. at 287-88 (finding public interest was not disserved by enjoining the unauthorized streaming of television programming, as public could still access that programming via lawful services); *VidAngel*, 869 F.3d at 867 ("[T]he public has a compelling interest in protecting copyright owners' marketable rights to their work . . .").

3. The Court Should Order Third Party Service Providers to Cease Providing Services Supporting Defendants' infringement

Direct Infringers use third-party service providers including IPv4 Superhub Limited, 24 Shells Inc., and INTERKVM HOST SRL d/b/a ZetServers to transmit the Works. (Compl. ¶ 30; Duval Decl. ¶ 4, Exs. 1-3.) Disabling the computer servers will assist in at least temporarily preventing Defendants from distributing the Works.[4] (Duval Decl. ¶ 4.)

Courts have routinely enjoined third parties who received actual notice of a permanent injunction from providing services in connection with copyright infringement. *See DISH Network L.L.C. v. Khalid*, No. CV H-19-4563, 2021 WL 765709, at *8 (S.D. Tex. Feb. 23, 2021) (enjoining third-party service providers from supporting defendant's infringement finding DISH's proposed injunction is narrowly tailored to remedy its specific harm and to prevent future infringement); *Dima Furniture*, 2019 WL 2498224 at *8 (enjoining nonparty internet service providers because of their "active concert or participation" with defendant's infringing conduct); *ChitramTV*, Doc. 40 at 2 (enjoining third-party service providers from providing any services related to distributing of the channels or works or distributing, selling, or promoting the services that provide access to the channels or works); *China Central*, Doc. 192 at ¶¶ 16-17 (ordering third party service providers to cease providing web, server, file hosting, data center and colocation, primary and backup storage, back-end, traffic routing, bandwidth, content delivery networks, domain name server systems, search-based online advertising, domain name registration privacy protection, social media, user generated and online content, and data security services); *Warner Bros. Entm't, Inc. v. Doe*, No. 14-cv-3492, Doc. 27 at 6-7 (S.D.N.Y. Oct. 3, 2014) (ordering third

[4] Superhub Limited, 24 Shells Inc., and INTERKVM HOST SRL d/b/a ZetServers have been provided with copies of DISH's motion and proposed injunction and thereby given an opportunity to object. (*See* Certificate of Service.)

party service providers to suspend all services to infringing websites); *Shava*, Docs. 136 at 6, 138 at 2 (enjoining third party service providers and the affiliated computer servers from providing services to the defendants that support their infringing activity); adopted at Doc. 138; (Ferguson Decl. ¶¶ 16-19, Exs. 7-8, 11-13) (attaching orders from *ChitramTV, China Central*, *Shava,* and *Warner Bros*.); *see also Arista Records, LLC v. Tkach*, No. 15-cv-3701(AJN), 122 F. Supp. 3d 32, 36-38 (S.D.N.Y. 2015) (holding non-party service providers must comply with injunction, finding "courts that have addressed comparable technological services have similarly held that they fall within an injunction's reach if those services are knowingly used to facilitate injunction violations" and citing cases).

4. The Court Should Order Registries and Registrars to Disable and Transfer to DISH the Domains Supporting Defendants' Infringement

Defendants use the domain names *Kemoiptv.io, Kemoiptv.com, Lemotv.io, Lemotv.com, 1DollarIPTV.com,* and *1DollarIPTV.net* to distribute, sell, and promote Service Subscriptions to United States Subscribers. (Compl. ¶¶ 10, 21-25, 31-34; Duval Decl. ¶ 6.) Other websites that distribute, sell, and promote Service Subscriptions to United States Subscribers include *Kemoiptv.shop, Kemosat.com, Xtremehdiptv.org, Fubo-iptv.com, Dynasty-iptv.com, Caliptostreams.com, Geministreamz.us, Slingtvbox.com, 4kliveiptv.com, 4kliveiptv.io, Liveiptvus.com, Bestusiptv.com,* and *Ukbritboxtv.com*. (Duval Decl. ¶ 6.) The registries for these domain names are VeriSign, Inc., Registry Services LLC, Public Interest Registry, GMO Registry, Inc., and Internet Computer Bureau Ltd (ICB).

(Ferguson Decl. ¶¶ 11-15.) Disabling and transferring these domain names to DISH will at least temporarily prevent additional sales of Service Subscriptions, thereby limiting the audience for Defendants' infringement of the Works.[5] (Duval Decl. ¶ 6.)

Similar orders in copyright and trademark cases instruct registries and registrars to disable and transfer infringing domains to the plaintiffs. *See Khalid*, 2021 WL 765709, at *8-9; *Dima Furniture*, 2019 WL 2498224 at *8-9; *ChitramTV*, Doc. 40 at 2-3; *China Central*, Doc. 192 at ¶ 18; *Shava*, Docs. 136 at 6, 138 at 2; *Warner Bros.,* Doc. 27 at 7; (Ferguson Decl. ¶¶ 16-19, Exs. 7-8, 11-13) (attaching orders from *ChitramTV, China Central*, *Shava,* and *Warner Bros*.).

III. Conclusion

The Court should grant DISH's motion and hold Direct Infringers liable for damages in the amount of $27,150,000, hold Artistry Group liable for damages in the amount of $1,500,000, and enter a permanent injunction including the following, which is necessary to protect DISH's copyrights from further infringement:[6]

> 1. Defendants, and any of their agents, servants, employees, attorneys, or any other persons acting in active concert or participation with any of them and that receives actual notice of this Order (including resellers), are permanently enjoined from:

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[5] VeriSign, Inc., Registry Services LLC, Public Interest Registry, GMO Registry, Inc., and Internet Computer Bureau Ltd (ICB) have been provided with copies of DISH's motion and proposed injunction and thereby given an opportunity to object. (*See* Certificate of Service.)

[6] Similar injunctions have been entered in analogous cases. *See, e.g.*, *Khalid*, 2021 WL 765709, at *8-9; *ChitramTV*, Doc. 40; *China Central*, Doc. 192; *Alghafir*, Doc. 63; (Ferguson Decl. ¶¶ 16-17, 20, Exs. 7-8, 14) (attaching order from *ChitramTV*, *China Central*, and *Alghafir*).

a. transmitting, streaming, distributing, or publicly performing in the United States, with the Kemo IPTV or Lemo TV service or any rebrand of them (the "Service"), any subscription to access the Service ("Service Subscription"), or any other device, application, service, or process, any of the B4U Movies, CBC, CBC Drama, Melody Aflam, Melody Classic, Sahara One, Sahara Samay, Times Now, and Zoom channels (the "Injunction Channels") or any of the programming that comprises any of the Injunction Channels;

b. distributing, selling, providing, or promoting any product or service in the United States, including any Service or Service Subscription, that comprises the whole or part of a network or service for the distribution or public performance of the Injunction Channels or any of the programming that comprises any of the Injunction Channels;

c. advertising, displaying, or marketing any Service, Service Subscription, or other service or device in connection with the Injunction Channels or the programming that comprises the Injunction Channels;

d. inducing or contributing to another's conduct that is prohibited by a-c above; and

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

2. Non-parties providing any form of electronic storage, computer server, website hosting, file hosting (including data center and colocation, primary and backup storage, back-end), domain hosting, domain name registration, privacy protection for domain registration, anonymization for domain registration, proxy, content delivery network ("CDN") services, content acceleration (including traffic routing, bandwidth, web content optimization, website/data security), advertising (including search based online advertising), social media services, and email services used in connection with any of the activities enjoined under Paragraph 1, and who receive actual notice of this Order, are enjoined from providing such services in connection with any of the activities enjoined under Paragraph 1. This

includes but is not limited to IPv4 Superhub Limited disabling IP address 172.110.220.61; 24 Shells Inc. disabling IP address 67.220.191.162; and INTERKVM HOST SRL d/b/a ZetServers disabling IP address 103.244.145.41; and all future service providers disabling all IP addresses used to transmit any of the Injunction Channels on the Service. The IP addresses may be reassigned to other customers after they have been disabled and are no longer being used in connection with any of the activities enjoined under Paragraph 1.

3. VeriSign, Inc., Registry Services LLC, Public Interest Registry, GMO Registry, Inc., and Internet Computer Bureau Ltd (ICB), and any other registry and registrar of the domain names *Kemoiptv.io, Kemoiptv.com, Lemotv.io, Lemotv.com, 1DollarIPTV.com, 1DollarIPTV.net, Kemoiptv.shop, Kemosat.com, Xtremehdiptv.org, Fubo-iptv.com, Dynasty-iptv.com, Caliptostreams.com, Geministreamz.us, Slingtvbox.com, 4kliveiptv.com, 4kliveiptv.io, Liveiptvus.com, Bestusiptv.com,* and *Ukbritboxtv.com*, within 48 hours of receiving this Order, shall (i) disable, implement a hold, or otherwise make the websites and any other content located at the domain names inaccessible to the public; (ii) transfer the domain names to DISH, including changing the registrar of record to the registrar selected by DISH at DISH's reasonable expense; and (iii) after the transfer, reenable the domain names and remove any hold so that DISH may fully control and use the domain names.

4. Registries and registrars shall disable, implement a hold, or otherwise make the websites and any other content located at the domain names inaccessible to the public on all future domain names used by Defendants (1) in the course of transmitting the Injunction Channels on the Service or other service in the United States, or (2) to distribute, provide, sell, or promote the Service or other service in the United States that is transmitting the Injunction Channels, within 48 hours of receiving this Order and a declaration from DISH or its agent stating that the domain names are being used in such a manner. Such domain names shall remain disabled and on hold until further order of this Court, or until DISH provides written notice to the registry or registrar that the domain names shall be reenabled and any hold removed.

Dated: March 16, 2026

/s/ James A. Boatman, Jr.
James A. Boatman, Jr.
Florida Bar No. 0130184
BOATMAN RICCI
3021 Airport-Pulling Road North, Suite 202
Naples, Florida 34105
Telephone: (239) 330-1494
Email: jab@boatmanricci.com

Stephen M. Ferguson (*pro hac vice* to be filed)
HAGAN NOLL & BOYLE, LLC
Two Memorial City Plaza
820 Gessner, Suite 940
Houston, Texas 77024
Telephone: (713) 343-0478
Facsimile: (713) 758-0146
Email: stephen.ferguson@hnbllc.com

Counsel for Plaintiff DISH Network L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on March 16, 2026, I electronically filed this, Plaintiff DISH Network L.L.C.'s Motion for Default Judgment Against Defendants, Permanent Injunctive Relief Requested, with the Clerk of the Court using the CM/ECF System. I further certify that the foregoing document was sent via United States Postal Service (Certified Mail, Return Receipt Requested or International Priority Mail) to the following non-CM/ECF participants:

Artistry Group LLC
c/o Registered Agents Inc.
7901 4th St. N., Suite 300
St. Petersburg, FL 33702
Defendant

Kemo E Marketing Sdn. Bhd.
c/o Dataniaga Quantum Consultancy

12-B, Jalan Suarasa 8/4
Town Park 1, Bandar Tun Hussein Onn
43200 Cheras
Selangor
Malaysia
Defendant

Noorhayati Binti Abdul Rahim
6101 Jalan Thamby Abdullah
Off Jalan Tun Sambanthan
Brickfields
50470 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur
Malaysia
Defendant

Ammar Towir
A-15-03, Floor 15, Block A, Eco Sky
Jalan Ipoh, Batu 6 ½
Kuala Lumpur 68100
Wilayah Persekutuan Kuala Lumpur
Malaysia
Defendant

Terry M. Sanks
Beusse Sanks, PLLC
612 E. Colonial Drive, Suite 250
Orlando, FL 32803
Counsel for Defendants Kemo E Marketing Sdn. Bhd., Noorhayati Binti Abdul Rahim, and Ammar Towir

The foregoing documents were also sent via United States Postal Service (Certified Mail, Return Receipt Requested) or email to the following:

24 Shells Inc.
30 Knightsbridge Road, Suite 525
Piscataway, NJ 08854
Non-party, Service Provider for IP Address 67.220.191.162

VeriSign, Inc.
c/o VeriSign Legal Department
12061 Bluemont Way
Reston, VA 20190

arunnels@verisign.com
Non-party, Registry of Kemoiptv.com, Lemotv.com, 1DollarIPTV.com, 1DollarIPTV.net, Kemosat.com, Fubo-iptv.com, Dynasty-iptv.com, Caliptostreams.com, Slingtvbox.com, 4kliveiptv.com, Liveiptvus.com, Bestusiptv.com, and Ukbritboxtv.com

Registry Services LLC
100 S. Mill Avenue, Suite 1600
Tempe, AZ 85281
Non-party, Registry of Geministreamz.us

Public Interest Registry
11911 Freedom Drive, 10th Floor, Suite 1000
Reston, VA 20190
Non-party, Registry of Xtremehdiptv.org

The foregoing documents were also sent via United States Postal Service (International Priority Mail) to the following:

IPv4 Superhub Limited
Attn: June Hu, CEO
Unit 1302, 13/F, APEC Plaza
49 Hoi Yuen Road
Kwun Tong, Kowloon
Hong Kong
Non-party, Service Provider for IP Address 172.110.220.61

INTERKVM HOST SRL d/b/a ZetServers
Str. lancu Jianu, nr. 34, ET. 1, Ap. 24
315400 Lipova, Jud. Arad
ROMANIA
Non-party, Service Provider for IP Address 103.244.145.41

GMO Registry, Inc.
Cerulean Tower
26-1 Sakuragaokacho, Shibuya-ku
Tokyo 150-8512
Japan
Non-party, Registry of Kemoiptv.shop

Internet Computer Bureau Ltd (ICB)
Greytown House
221-227 High Street
ORPINGTON

BR6 0NZ
United Kingdom
Non-party, Registry of Kemoiptv.io, Lemotv.io, and 4kliveiptv.io

/s/ James A. Boatman, Jr.
James A. Boatman, Jr.