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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ASTRAL IP ENTERPRISE LTD.,

Plaintiff,

v.

HORIZONMATRIX,

Defendant.

Case No.: 5:24-cv-07428-EJD

PLAINTIFF'S NOTICE OF RULE 55(b) MOTION FOR DEFAULT JUDGMENT

Hearing Date: January 22, 2026
Hearing Time: 9:00a.m.

TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

NOTICE IS HEREBY GIVEN that January 22, 2026 at 9:00a.m., before the Honorable Edward J. Davila, in Courtroom 4 – 5th Floor of the San Jose Courthouse for the Northern District of California, located at 280 South 1st Street, San Jose, CA 95113, Plaintiff Astral IP Enterprise Ltd. ("Plaintiff") will and hereby does move the Court to enter an order of default judgment against Defendant HORIZONMATRIX.

As set forth in the accompanying Motion and Memorandum of Points and Authorities, there is good cause for the relief requested.

Plaintiff's Motion is based on this Notice of Motion; the accompanying Memorandum of Points and Authorities; the Declaration of David Silver and accompanying exhibits; and such further argument and matters as may be offered at the time of hearing of this Motion.

Dated this 1st day of December 2025

BAYRAMOGLU LAW OFFICES LLC.
By: */s/ David Silver*
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CERTIFICATE OF SERVICE

I, David Silver, hereby certified that a true correct copy of the foregoing **PLAINTIFF'S NOTICE OF RULE 55(b) MOTION FOR DEFAULT JUDGMENT** was served upon HORIZONMATRIX by electronic mail on this day of December 1, 2025 at the following address:

HORIZONMATRIX
heartprayln@gmail.com

By: *__/s/ David Silver__*
David Silver

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ASTRAL IP ENTERPRISE LTD.,

Plaintiff,

v.

HORIZONMATRIX,

Defendant.

Case No. 5:24-cv-07428-EJD

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT PURSUANT TO FRCP 55(b)

Hearing Date: January 22, 2026
Hearing Time: 9:00a.m.

To the Clerk of the United States District Court for the Northern District of California: COMES NOW, the Plaintiff Astral IP Enterprise Ltd. ("Astral") by and through their attorney of record, Bayramoglu Law Office, LLC, files this Plaintiff's Rule 55(b) Motion for Default Judgment against Defendant HORIZONMATRIX ("Defendant").

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I. BACKGROUND

a. Procedural History

On October 16, 2025, Plaintiff served the Complaint (Dkt. No. 1) and Summons (Dkt. No. 7), and the Court's Order granting alternative service by electronic mail (Dkt. No. 18) on Defendant by electronic mail pursuant to the Court's order. Declaration of David Silver ¶ 2. Plaintiff filed the proof of service by electronic mail on October 16, 2025 (Dkt. No. 19). *Id*. at ¶ 3. In accordance with Fed. R. Civ. P. Rule 12, Defendant was required to plead or otherwise respond to the Complaint twenty-one (21) days after receipt of service. As the service on Defendant was confirmed completed on October 16, 2025, Defendant was required to plead or otherwise respond to the First Amended Complaint by November 6, 2025. *Id*. at ¶ 4. The time to plead or otherwise respond to the Complaint has not been extended by any agreement of the parties or any order of the Court. *Id*. at ¶ 5. Defendant has failed to appear in this case, serve or file a pleading, or otherwise respond to the Complaint and the applicable time limit for responding to the Complaint has expired. *Id*. at ¶ 6.

The affidavit of Counsel for Plaintiff, and records previously filed in this matter and referenced herein demonstrate that Defendant has failed to plead, or otherwise defend, said action as required by said Summons and provided by the Federal Rules of Civil Procedure. Plaintiff filed a Request for Entry of Clerk's Default against Defendant on November 13, 2025 (Dkt. No. 21). *Id*. The Clerk's Default was granted and the default was entered on November 17, 2025 (Dkt. No. 22). *Id*. at ¶ 7. The present Motion for Default Judgment and the Request for Clerk's Entry of Default were all served on Defendant electronically. *Id* at ¶ 8.

b. Factual Background

Plaintiff has designed and created various mobile applications and authorizes the use of those mobile applications by developer accounts on online platforms such as Google Play. Dkt No. 1 at ¶ 14. One of Plaintiff's mobile applications is titled "Lose Weight App for Women" (hereinafter "Plaintiff's Mobile App") and is offered on the Google Play store. *Id*. at ¶ 15.

Plaintiff's Mobile App was released worldwide, including in the United States, on the Google Play store since at least as early as October 31, 2019 through an authorized developer account named Leap Fitness Group. *Id*. at ¶ 16. Plaintiff and its predecessors in interest have spent significant time, effort, and resources helping Plaintiff's Mobile App build success and popularity amongst consumers. *Id*. Since its release, Plaintiff's Mobile App has obtained over one hundred million downloads, received over one million reviews, and still currently boasts an impressively high rating. *Id*. at ¶ 17.

Plaintiff owns all exclusive rights, including without limitation the rights to reproduce the copyrighted work within Plaintiff's Mobile App, to prepare derivative works based upon the copyrighted work, and to distribute copies of the copyrighted work to the public. *Id.* at ¶ 18. Plaintiff's copyrighted works include, but are not limited to, fitness images of a female figure in pink and black workout clothes with brown hair in a ponytail doing various exercises. *Id*. at ¶ 19. Plaintiff's fitness images are original designs that were initially created in 2016 and gradually introduced into Plaintiff's numerous fitness apps between 2017 and 2019, including Plaintiff's Mobile App. *Id*. at ¶ 20. The images with the woman in pink and black workout clothes with brown hair in a ponytail doing various exercises have been included in Plaintiff's Mobile App since its release on or about October 31, 2019.

Id. at ¶ 21. Plaintiff continues to use these images in Plaintiff's Mobile App to this day.

Defendant is a mobile application developer that released multiple fitness mobile applications on August 2, 2024, August 7, 2024, and August 30, 2024 ("Defendant's Infringing Apps") that used clear imitations of Plaintiff's copyrighted images in addition to attempting to copy Plaintiff's trademarks. *Id*. at ¶¶ 24-25. After Plaintiff submitted a trademark complaint to Google, Defendant changed the infringing icons, but kept using the same internal images that remained infringing on Plaintiff's copyrights. *Id*. at ¶ 26. Plaintiff believes this is not the first time this Defendant has attempted to infringe on Plaintiff's intellectual property rights. *Id*. at ¶¶ 22-24.

Defendant's Infringing Apps were intentionally uploaded under the HORIZONMATRIX developer name immediately after identical previously infringing mobile applications were removed in an attempt to circumvent legitimate removals and avoid further detection. *Id*. at ¶ 30. Defendant's exploitation of Plaintiff's copyrighted work was willful, deliberate, and committed with prior knowledge of Plaintiff's copyrighted work, representing a clear attempt to benefit from Plaintiff's hard-earned popularity and goodwill. *Id*. at ¶¶ 32-34. Plaintiff ultimately submitted a DMCA Takedown request to Google, Defendant submitted a counter-notice, and this litigation followed. *Id*. at ¶¶ 35-38.

II. LEGAL STANDARD

The Court may enter judgment against a Defendant whose default has been ordered pursuant to Fed. R. Civ. P. Rule 55(b). *PepsiCo, Inc. v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172 (C.D. Cal. 2002). Entry of default judgment is a two-step process. Fed. R. Civ. P. 55(a)-(b) . Plaintiff must first request and obtain an entry

of default from the clerk for the Defendant following the failure to answer the pleading or "otherwise defend[ed] within the time required by the rules or as extended by a default judgment." Fed. R. Civ. P. 55(b)(1). Second, Plaintiff must apply to the Court for entry of default judgment. Fed. R. Civ. P. 55(b)(2). The Clerk's Default was granted and entered on November 17, 2025 (ECF No. 22) and Plaintiff is hereby applying to the Court for the default judgment pursuant to Fed. R. Civ. P. 55(b)(2).

"Once a party's default has been entered, the factual allegations of the complaint, except those concerning damages, are deemed to have been admitted by the non-responding party." *Gucci Am. Inc. v. Wang Huoqing*, No. C-09- 05969 JCS, 2011 WL 31191, at *8 (N.D. Cal. Jan. 3, 2011) (citing Fed. R. Civ. P. 8(b)(6); see also *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977) (stating the general rule that "upon default[,] the factual allegations of the complaint, except those relating to the amount of damages, will be taken as true")).

Factors to be considered by the Courts in determining whether to enter default judgment are: (1) the possibility of prejudice to the plaintiff, (2) the merits of the case, (3) the sufficiency of the complaint, (4) the sum of money at stake in the action, (5) the possibility of a dispute concerning the material facts, (6) whether defendant's default was the product of excusable neglect, and (7) the strong public policy favoring decision on the merits. *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986).

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III. MEMORANDUM OF POINTS AND AUTHORITIES

a. The Eitel Factors Favor an Entry of Final Default Judgment

i. Possibility of Prejudice

The first *Eitel* factor considers the possibility of prejudice to Plaintiff if default judgment is not entered. As Defendant has failed to appear or otherwise defend this action, Plaintiff would be left without remedy should the default judgment be denied. Therefore, this factor weighs in favor of default judgment. See *Gucci Am., Inc.*, 2011 WL 31191, at *9.

ii. Merits of the Case and Sufficiency of the Complaint

The second and third *Eitel* factors deal with the merits and sufficiency of Plaintiff's case. The Ninth Circuit has held that these two factors require that Plaintiff "state a claim on which the [plaintiff] may recover." *Danning v. Lavine*, 572 F.2d 1386, 1388 (9th Cir. 1978). In this action, Plaintiff asserts the following claims: (1) federal copyright infringement in violation of 17 U.S.C. § 501, *et seq*., and (2) California Unfair Competition in violation of California Business and Professions Code § 17200 *et seq.*

(A) Federal Copyright Infringement (17 U.S.C. § 501, et seq.)

The Berne Convention "is the principal accord governing international copyright relations." *Golan v. Holder*, 565 U.S. 302, 306–07 (2012). Members of the Berne Convention, which include the United States and Canada, "agree to treat authors from other member countries as well as they treat their own." *Id.* at 108 (citing Berne Convention, Sept. 9, 1886, as revised at Stockholm on July 14, 1967, Arts. 1, 5(1), 828 U.N.T.S. 221, 225, 231-233). "Nationals of a member country, as well as any author who publishes in one of [the Berne Convention's] [181] member states, thus enjoy copyright protection in nations across the globe." *Id.*

1 (citing Berne Convention, Arts. 2(6), 3). Thus, the same two requirements for
2 stating a federal claim for copyright infringement applies to cases where, as here,
3 the copyright owner-plaintiff is domiciled in a Berne Convention member country
4 and is asserting a federal claim for copyright infringement.

5 To properly plead a claim of copyright infringement, Plaintiff must prove
6 (1) ownership of a valid copyright, and (2) copying of protectable and original
7 elements of the work. *Feist Publ'ns, Inc. v. Rural Tel. Serv. Co.,* 499 U.S. 340, 361
8 (1991). The first prong, ownership of a valid copyright, is fulfilled by Plaintiff's
9 original creation and claimed ownership of copyrights of the original designs
10 contained within Plaintiff's Mobile App, including but not limited to the images of
11 a woman in pink and black workout clothes with brown hair in a ponytail doing
12 various exercises that have been included in Plaintiff's Mobile App since its release
13 on or about October 31, 2019. Dkt. No. 1 at ¶¶ 20-21. Plaintiff has alleged that it
14 owns all exclusive rights for Plaintiff's original designs including without
15 limitation the rights to reproduce the copyrighted work, to prepare derivative works
16 based upon the copyrighted work, and to distribute copies of the copyrighted work
17 to the public, which includes the fitness images of a female figure in pink and black
18 workout clothes with brown hair in a ponytail doing various exercises. *Id*. at ¶¶ 18-
19 19. As Defendant has not responded, Defendant is deemed to have admitted these
20 allegations as true.

21 The second prong of the infringement analysis contains two separate
22 components: "copying" and "unlawful appropriation." *Skidmore as Trustee for*
23 *Randy Craig Wolfe Trust v. Led Zeppelin*, 952 F.3d 1051, 1064 (9th Cir. 2020).
24 Copying can be proven by direct evidence or by showing access to the plaintiff's
25 work and evidence of similarities that are probative of copying rather than

1 coincidence or independent creation. *Id*. Here, Plaintiff alleges repeated conduct
2 of direct and intentional copying of Plaintiff's copyrights. Dkt. No. 1 at ¶¶ 22-27.
3 Plaintiff is attaching true and correct copies of some examples of the infringing
4 conduct as Exhibit 1. Declaration of David Silver at ¶ 9. Plaintiff also alleges that
5 Defendant had clear prior access to Plaintiff's copyrighted work. Dkt. No. 1 at ¶¶
6 29, 31, 33. Even if the Court does not find direct copying, Plaintiff has alleged
7 sufficient access and similarities probative of copying. *Id*. at ¶¶ 27-34.
8 Unlawful appropriation is when the works share substantial similarities.
9 *Skidmore*, 952 F.3d at 1064 (citing *Newton v. Diamond*, 388 F.3d 1189, 1193 (9th
10 Cir. 2004)). The Ninth Circuit uses a two-part test, consisting of an extrinsic and
11 intrinsic test, to determine whether the defendant's work is substantially similar to
12 the plaintiff's copyrighted work. *Id*. (citing *Cavalier v. Random House, Inc.*, 297
13 F.3d 815, 822 (9th Cir. 2002)). The extrinsic test compares the objective
14 similarities of specific expressive elements in the two works. *Id*. Here, there are an
15 innumerable number of ways to display a person doing different exercises,
16 including but not limited to the art style depicting the person, the angle of the image,
17 how the exercise is portrayed, and the style and color of clothes the person is
18 wearing. Plaintiff has copyright protection for its original designs and images.
19 Defendant directly and repeatedly copied Plaintiff's images in far too much detail
20 and far too often for the designs to be merely coincidental. Therefore, the extrinsic
21 test would be satisfied.
22 The intrinsic test compares the similarity of expression from the standpoint
23 of the ordinary reasonable observer with no expert assistance. *Id*. Here, an ordinary
24 reasonable observer would easily notice similarity of expression through the direct
25 copying and substantial similarities of the images. The vastly substantial

1 similarities would cause consumers to not be able to distinguish the mobile
2 applications from one another based on the images used. This would lead to direct
3 confusion by consumers as to which mobile application belongs to which
4 developer. Therefore, the intrinsic test is also satisfied.

5 Defendant has offered no evidence to contest the allegations of its direct and
6 repeated copying of Plaintiff's copyrights. Therefore, Plaintiff has adequately pled
7 a meritorious claim for copyright infringement under 17 U.S.C. § 501, *et seq*.

8 *A. California Unfair Competition (California Business &*
9 *Professions Code § 17200, et seq.)*

10 Plaintiff acknowledges that the Courts in California recognize that claims
11 for common law unfair competition are generally synonymous with "passing off"
12 one's goods as belonging to another. *Sybersound Recs., Inc. v. UAV Corp.*, 517
13 F.3d 1137, 1153 (9th Cir. 2008); *Bank of the W. v. Superior Court*, 2 Cal. 4th 1254,
14 1263 (1992)). Plaintiff also acknowledges that the Courts have determined that
15 claims made under California's Unfair Competition Law ("UCL") are preempted
16 by the Copyright Act when the UCL claims are based solely on the rights that are
17 the same as those protected by the Copyright Act. *See Media.net Advertising FZ-*
18 *LLC v. NetSeer, Inc.*, 156 F.Supp.3d 1052, 1074-75 (N.D.Cal. Jan. 12, 2016);
19 *Kodadek v. MTV Networks, Inc.*, 152 F.3d 1209, 1212-13 (9th Cir.1998).

20 While Plaintiff alleges the copying of the copyrighted images, Plaintiff has
21 alleged Defendant acted with the direct and deliberate intention of confusing the
22 consuming public so searches for Plaintiff's Mobile App would download one of
23 Defendant's Infringing Apps by mistake. Dkt. No. 1 at ¶ 27. Even though Plaintiff
24 claims harm to its reputation and lost goodwill, Plaintiff is willing to concede that
25 its UCL claim is based off of the violations of the Copyright Act and may be

preempted if the Court determines the allegations regarding the intended confusion does not sufficiently establish an independent claim of "passing off" of Defendant's Infringing Apps and Plaintiff's Mobile App.

Plaintiff also acknowledges that it is forgoing damage calculations in favor of injunctive relief as no discovery was able to be conducted to determine a sum certain for recovery. Therefore, Plaintiff can concede that any damages awarded under the Plaintiff's UCL claim, if determined to be independent from the violations of the Copyright Act, would be purely in the Court's discretion as punitive damages for Defendant's repeated and deliberate misconduct rather than any award for compensatory damages.

B. Conclusion

When taking the well-pled factual assertions and allegations as true, Plaintiff has alleged sufficient facts to support a finding of federal copyright infringement. Therefore, the second and third *Eitel* factors weigh in favor of default judgment.

b. Sum of Money at Stake

The fourth *Eitel* factor is the sum of money at stake in the action. Under the fourth *Eitel* factor, the Court will consider the amount of money at stake compared to the seriousness of the defendants' conduct. *PepsiCo*, 238 F. Supp. 2d at 1176. Despite the allegations of damages in the Complaint, Plaintiff has decided to forego a damages calculation in favor of seeking permanent injunctive relief and is not requesting any compensatory damages, which causes this factor to weigh in favor of default judgment. *Id*. at 1177 ("[Plaintiffs] seek [] injunctive relief. . . . Accordingly, this factor favors granting default judgment"). As discussed above, any award of monetary damages would be under a punitive

1 damages claim resulting from the UCL claim, which Plaintiff acknowledges is at
2 the full discretion of the Court.

3 **c. Dispute of Material Facts**

4 The fifth *Eitel* factor is the possibility of a dispute concerning the material
5 facts. As Defendant has failed to respond, the Court is unable to determine
6 whether any material facts may be in dispute. Therefore, this factor is neutral at
7 best. See *Gucci Am. Inc.*, 2011 WL 31191, at *11.

8 **d. Lack of Excusable Neglect**

9 The sixth *Eitel* factor is whether Defendant's default was the product of
10 excusable neglect. Defendant was properly served the Complaint (Dkt. No. 1)
11 and Summons (Dkt. No. 6), the Entry of Default (Dkt. No. 22) and the notice of
12 the present motion by electronic mail in accordance with the Court's order
13 granting electronic service. Defendant would also be aware of the ongoing
14 dispute based on the takedowns of Defendant's Infringing Apps, which remain
15 removed under the DMCA during the pendency of this litigation. Therefore,
16 Defendant had full notice of this ongoing litigation and still decided not to file a
17 responsive pleading. Defendant made the conscious decision not to participate in
18 this litigation with the full knowledge of its existence. Defendant's failure to
19 appear was certainly not the result of excusable neglect and was entirely willful.
20 Therefore, this factor weighs in favor of default judgment. *Id*.

21 **e. Public Policy**

22 The seventh and final *Eitel* factor is the strong public policy favoring
23 decision on the merits. However, Defendant's failure to respond has made a
24 decision on the merits not possible in this action. Therefore, this factor is neutral.
25 *Id.* at *12.

1 **f. Conclusion**

2 As discussed above, factors 1, 2, 3, 4, and 6 weigh in favor of granting
3 default judgment while factors 5 and 7 are neutral. Therefore, when balancing
4 the *Eitel* factors, default judgment is proper.

5 **III. Permanent Injunction**

6 Remedies for copyright infringement under 17 U.S.C. § 502 allow the
7 Court to issue an injunction. "It is well established that courts can issue
8 injunctions as part of default judgments." *See China Cent. Television v. Create*
9 *New Tech. (HK) Ltd.*, No. CV 15–01869, 2015 WL 12732432, at *19 (C.D. Cal.
10 Dec. 7, 2015) (quoting *Sony Music Ent., Inc. v. Elias*, No. CV 03–6387 DT (RCx),
11 2004 WL 141959, at *3 (C.D. Cal. Jan. 20, 2004)); *see Priority Records, LLC v.*
12 *Tabora*, No. C 07–1023 PJH, 2007 WL 2517312, *2 (N.D. Cal. Aug. 31, 2007)
13 (granting permanent injunctive relief in a copyright case as part of a default
14 judgment).

15 A permanent injunction may be granted where Plaintiff demonstrates: "(1)
16 that it has suffered an irreparable injury; (2) that remedies available at law, such
17 as monetary damages, are inadequate to compensate for that injury; (3) that,
18 considering the balance of hardships between the plaintiff and defendant, a
19 remedy in equity is warranted; and (4) that the public interest would not be
20 disserved." *See eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006).
21 "[T]he decision whether to grant or deny injunctive relief rests within the
22 equitable discretion of the district courts." *Id.* at 394. However, injunctive relief
23 is the remedy of choice for many intellectual property infringement cases, since
24 there is no adequate remedy at law for the injury caused by a defendant's
25

continuing infringement. *See Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988).

Various Courts have held that potential or actual loss of goodwill is an irreparable injury. *See Juicy Couture, Inc. v. Bella Int'l Ltd.*, 930 F. Supp. 2d 489, 503 (S.D.N.Y. 2013); *C & N Corp. v. Kane*, 2013 WL 74366, at *3 (E.D. Wis. Nov. 12, 2013). The Courts, including in California, have also held that customers switching from the plaintiff's products or services to the defendant's products or services is an irreparable injury, along with other losses of trade that cannot be remedied with money damages. *See Time Warner Cable, Inc. v. DIRECTV, Inc.*, 497 F.3d 144, 162 (2d Cir. 2007); *Wells Fargo & Co. v. ABD Ins. & Fin. Servs.*, 2014 WL 4312021, at *12 (N.D. Cal. Aug. 28, 2014). Another factor that favors a finding of irreparable harm is when the defendant continues their infringing activities after receiving notice from the plaintiff. *See Rovio Entm't, Ltd. v. Allstar Vending, Inc.*, 97 F. Supp. 3d 536, 547 (S.D.N.Y. 2015).

Here, Plaintiff has alleged irreparable injury to its reputation and goodwill that cannot be resolved by monetary damages. Dkt. No. 1 at ¶¶ 34, 46, 50, 52. Despite being informed of the infringement, Defendant knowingly continued its infringing conduct. *Id.* at ¶ 26. Without an injunction, Defendant will be able to continue its copyright infringement and Plaintiff will be left entirely without any remedy for the intentional and deliberate infringement. Defendant has offered no response or arguments regarding how any balance of harms would be in its favor. As for the public interests, the public interests would not be disserved as it is in the public's interest to prevent marketplace confusion and would protect the public from being deceived into downloading and/or purchasing a mobile

1 application from Defendant believing it to be Plaintiff's Mobile App. Therefore,
2 a permanent injunction is proper.

3 In order to determine the scope of the injunctive relief, Fed. R. Civ. P. 65
4 requires that "[e]very order granting an injunction ... shall set forth the reasons
5 for its issuance; shall be specific in terms; [and] shall describe in reasonable
6 detail ... the act or acts sought to be restrained." Fed. R. Civ. P. 65(d). In general,
7 "an injunction must be narrowly tailored to remedy only the specific harms
8 shown by the plaintiffs rather than to enjoin all possible breaches of the law." *See*
9 *Gucci Am., Inc.*, 2011 WL 31191, at *14 (citing *Iconix, Inc. v. Tokuda*, 457 F.
10 Supp. 2d 969, 998–1002 (N.D. Cal. 2006)). "When the infringing use is for a
11 similar service, a broad injunction is especially appropriate." *See*
12 *Perfumebay.com Inc. v. eBay Inc.*, 506 F.3d 1165, 1177 (9th Cir. 2007). In the
13 present action, the Defendant's mobile application provides the same function to
14 the same consumers through the same trade channels and specifically uses
15 Plaintiff's protected copyrighted works in doing so. The injunction is tailored to
16 prevent the current and future copyright infringement by Defendant. Therefore,
17 the injunction requested in the accompanying proposed order is appropriate.

18 As for the injunction language as it relates to third parties, the Ninth Circuit
19 Courts have held that an injunction can be enforced on a third party for
20 intellectual property infringement actions, which is at issue in the present action.
21 Courts have discretion to grant an injunction against a third party if it is
22 "necessary to effectuate the purposes of the injunction." *See Gucci Am. Inc.*, 2011
23 WL 31191, at *15 (citing *Chanel, Inc. v. Lin*, No. C-09-04996 JCS, 2010 WL
24 2557503, at *12 (N.D. Cal. May 7, 2010)). The injunctive language against any
25 third party is limited solely to effectuate the injunction against Defendant to

1 prevent continued infringement and *only* after Defendant fails to comply with the
2 injunction directly, rather than against the third-party for any independent
3 conduct. Therefore, the injunction language as it relates to third party platforms
4 is sufficiently limited in its scope to merely enforce the injunction against
5 Defendant and is therefore appropriate.

6 **IV. CONCLUSION**

7 Defendant's willful and knowing infringing conduct is irreparably
8 harming Plaintiff's business, goodwill, and reputation. Without entry of the
9 requested relief, Defendant will continue to profit from its infringing activities
10 and Plaintiff will have no recourse or remedy.

11 Plaintiff hereby requests the Court to issue a final default judgment for a
12 permanent injunction as to Defendant's infringing mobile applications to prevent
13 Defendant from continuing its infringing activities and to prevent future
14 infringement.

15 Dated this 1st day of December 2025

16

17 **BAYRAMOGLU LAW OFFICES LLC.**

18 By: /s/ David Silver
19 DAVID SILVER, ESQ.
20 (California Bar No. 312445)
david@bayramoglu-legal.com
21 1540 West Warm Springs Road, Suite 100
22 Henderson, Nevada 89052
Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

I, David Silver, hereby certified that a true correct copy of the foregoing **PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT PURSUANT TO FRCP 55(b)** was served upon Defendant HORIZONMATRIX by electronic mail on this day of December 1, 2025 at the following address:

HORIZONMATRIX
heartprayln@gmail.com

By: */s/ David Silver*
David Silver

DAVID SILVER, ESQ. (California Bar No. 312445)
david@bayramoglu-legal.com
BAYRAMOGLU LAW OFFICES LLC
1540 West Warm Springs Road, Suite 100
Henderson, NV 89014
Telephone: 702.462.5973
Facsimile: 702.553.3404
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ASTRAL IP ENTERPRISE LTD.,

Plaintiff,

v.

HORIZONMATRIX,

Defendant.

Case No.: 5:24-cv-07428-EJD

DECLARATION OF DAVID SILVER RE PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT PURSUANT TO FRCP 55(b)

Hearing Date: January 22, 2026
Hearing Time: 9:00a.m.

I, David Silver, declare under penalty of perjury that the following contents of this Declaration are true and accurate. If called upon, I am competent to testify as to the matters contained in this Declaration.

1. I am an attorney licensed to practice law in the State of California and in the State of Nevada and I am admitted to practice before this Court. I am an attorney-at-law in the law firm of Bayramoglu Law Offices LLC, where I practice primarily intellectual property law including patents, trademarks, and copyrights, and I am representing Plaintiff Astral IP Enterprise Ltd. ("Astral") in this matter.

2. On October 16, 2025, Plaintiff served the Complaint (Dkt. No. 1) and Summons (Dkt. No. 7), and the Court's Order granting alternative service by

1 electronic mail (Dkt. No. 18) on Defendant HORIZONMATRIX ("Defendant") by
2 electronic mail pursuant to the Court's order.
3 3. Plaintiff filed the proof of service by electronic mail with this Court on
4 October 16, 2025. See Dkt. No. 19.
5 4. Under Rule 12 of the Federal Rules of Civil Procedure, Defendant was
6 required to plead or otherwise respond to the Complaint by November 6, 2025.
7 5. The time to plead or otherwise respond to the complaint has not been
8 extended by any agreement of the parties or any order of the Court.
9 6. Defendant has failed to appear in this case, serve or file a pleading, or
10 otherwise respond to the Complaint and the applicable time limit for responding to
11 the Complaint has expired. As a result, Plaintiff filed a Request for Entry of Clerk's
12 Default against Defendant on November 13, 2025. See Dkt. No. 21.
13 7. The Clerk's Default was granted and default was entered on November 17,
14 2025. See Dkt. No. 22. Defendant has not filed a motion to set aside the default or
15 otherwise contacted Plaintiff in any way.
16 8. Plaintiff served the Request for Clerk's Entry of Default and the present
17 Motion for Default Judgment on Defendant electronically.
18 9. True and correct copies of some examples of the Defendant's infringing
19 conduct are attached as **Exhibit 1**.
20 10. Defendant is not a minor, incompetent person, or currently known to be
21 in military service, and therefore the Service Members Civil Relief Act is not
22 applicable.
23 I declare under penalty of perjury under the laws of the United States of
24 America that the foregoing is true and correct.
25 DATED AND SIGNED this 1st day of December 2025

By: /s/ *David Silver*

David Silver

DAVID SILVER, ESQ. (California Bar No. 312445)
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ASTRAL IP ENTERPRISE LTD., Plaintiff, v. HORIZONMATRIX, Defendant.	Case No.: 5:24-cv-07428-EJD **[PROPOSED] ORDER RE PLAINTIFF'S RULE 55(b) MOTION FOR DEFAULT JUDGMENT** Hearing Date: January 22, 2026 Hearing Time: 9:00a.m.

Before the Court is Plaintiff Astral IP Enterprise Ltd. ("Plaintiff")'s motion for the Court to enter final default judgment against Defendant HORIZONMATRIX ("Defendant"). Having reviewed the complaint, records and supporting documents filed in regard to Plaintiff's Motion for Default Judgment, it is hereby ordered that:

1) Defendant, its affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

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a) making, using, marketing, and/or selling products that infringe directly and/or indirectly Plaintiff's copyright rights contained within Plaintiff's auto-clicker mobile application;

b) reproducing, preparing derivatives of, distributing, and/or displaying the copyrighted work within Plaintiff's auto-clicker mobile application; and

d) aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the copyrighted work within Plaintiff's auto-clicker mobile application.

2) Defendant shall, within ten (10) business days after receipt of such notice, remove its infringing mobile applications from all online platforms which Defendant's mobile applications may be available.

3) Should Defendant's infringing mobile applications remain active on any online platform after ten (10) business days following Defendant's receipt of this Order, and upon Plaintiff's request, any online platforms (collectively, the "Third Party Providers"), shall, within ten (10) business days after receipt of such request by Plaintiff, remove Defendant's infringing mobile applications from the Third Party Provider's respective online platform.

Entered this ____day of ________________, 2025

____
Hon. Edward J. Davila
District Court Judge