



concerning the Rebroadcasting Scheme in his motion to dismiss, but Gollner does deny engaging in any conduct in Florida and thus challenges the Court's personal jurisdiction over him. (Doc. 17.) The Court has specific personal jurisdiction over Gollner because he conducted substantial business in Florida, committed tortious acts in Florida, and otherwise purposefully availed himself of the Florida forum by operating the Rebroadcasting Scheme that gives rise to Plaintiffs' claims in Florida. Gollner acknowledged that Florida was his primary place for business and, true to his word, a disproportionately large number of his users were located or targeted in Florida. Indeed, the Rebroadcasting Scheme is a mere continuation of Gollner's Florida-based SetTV business that was rebranded as the Services in an attempt to avoid a permanent injunction previously entered as part of a \$90 million judgment in this District Court.<sup>1</sup> Personal jurisdiction is properly exercised over Gollner.

## **II. Legal Standard**

The Court's exercise of personal jurisdiction over Gollner must comply with Florida's long-arm statute and federal due process. *Licciardello v. Lovelady*, 544 F.3d 1280, 1282 (11th Cir. 2008); *Cable/Home Commc'n Corp. v. Network Prods., Inc.*, 902 F.2d 829, 855 (11th Cir. 1990) (applying same two-part analysis in a case involving Copyright Act and FCA claims). Plaintiffs are required to make a prima facie showing of personal jurisdiction over Gollner. *AcryliCon USA, LLC v. Silikal GmbH*, 985 F.3d 1350, 1364 (11th Cir. 2021). Well-plead allegations in Plaintiffs' complaint that Gollner does not challenge are accepted as true. *Id.* The Court then

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<sup>1</sup>*DISH Network L.L.C. v. SET Broadcast LLC et al.*, No. 8:18-cv-01332-VMC-AAS (M.D. Fla.).

considers the parties' affidavit evidence and in the case of any conflicting affidavits construes all reasonable inferences in Plaintiffs' favor. *Id.*; *Meir v. Sun Int'l Hotels, Ltd.*, 288 F.3d 1264, 1269 (11th Cir. 2002) ("A *prima facie* case is established if the plaintiff presents enough evidence to withstand a motion for directed verdict.")<sup>2</sup>

### **III. Argument**

#### **A. Jurisdiction Is Proper Under The Florida Long-Arm Statute.**

The Court has personal jurisdiction over Gollner pursuant to Florida's long-arm statute if Gollner or his agent engaged in any activity enumerated in the statute and Plaintiffs' claims arise from that activity. Fla. Stat. Ann. § 48.193(1)(a). Gollner performed at least two enumerated acts that give rise to Plaintiffs' claims: Gollner conducted business in Florida; and Gollner committed tortious acts in Florida. *Id.* § 48.193(1)(a)(1)-(2). Each activity by Gollner satisfies Florida's long-arm statute.

##### **1. Gollner Conducted Substantial Business In Florida.**

Section 48.193(1)(a)(1) provides for specific personal jurisdiction if Gollner was "[o]perating, conducting, engaging in, or carrying on a business or business venture in [Florida]." Having a Florida office or business license are non-exclusive factors to consider, but not a requirement to satisfy the Florida long-arm statute. *See Alston v. www.calculator.com*, 476 F. Supp. 3d 1295, 1314 (S.D. Fla. 2020). Indeed, an infringing business that relies on obfuscation for its success, such as the Rebroadcasting Scheme, cannot be expected to identify a physical office in Florida

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<sup>2</sup>The *prima facie* standard applies because Plaintiffs did not conduct jurisdictional discovery and Gollner has not requested an evidentiary hearing. *See Silikal*, 985 F.3d at 1364; *Shapiro v. Hyper Healing, LLC*, No. 8:20-cv-1268-T-02CPT, 2020 WL 5095303, at \*6 (M.D. Fla. Aug. 28, 2020).

or secure a business license in Florida. Thus, other factors are properly considered, including the number of Florida clients served, the revenue received from Florida clients, and marketing and advertising in Florida. *Id.*

Gollner does not challenge Plaintiffs' allegations that Gollner conducted the Rebroadcasting Scheme and operated the Services with the assistance of his co-defendants, two of which are located in Florida, and therefore such allegations are accepted as true for purposes of this motion. (Compl. ¶¶ 1, 5, 8-9; *see also* ¶¶ 19-22 [pleading undisputed facts as to how the Services were offered to users], ¶¶ 23-26 [how Plaintiffs' programming was acquired and retransmitted on the Services], ¶¶ 27-32 [how the Services were monetized and delivered to users].) Indeed, Gollner is hard-pressed to deny operating the Rebroadcasting Scheme because more than \$1.9 million in payments connected to the Rebroadcasting Scheme – most of which explicitly referenced Expedite TV – went into his bank accounts. (Gedeon Decl. ¶¶ 11-18a, Exs. 9-16; *see id.* ¶ 29.) Gollner operated, conducted, engaged in, or carried out the Rebroadcasting Scheme *in Florida* for several reasons.

First, Gollner does not dispute Plaintiffs' allegations that the Services at the heart of the Rebroadcasting Scheme are simply a rebranding and continuation of the Florida-based SetTV business. (Compl. ¶¶ 19-20.) SetTV users were originally transitioned to Expedite TV and then to the Mundo TV / Must TV service. (Gedeon Decl. ¶ 23, Ex. 24.) The SetTV business was operated through a Florida entity, Set Broadcast LLC. (Compl ¶ 15; *Id.* ¶¶ 3-4, Exs. 1-2.) Gollner's claim that he was not an owner or employee of Set Broadcast LLC, even if true, does not change the fact

that the SetTV business was conducted in Florida and Gollner continued operating that same Florida business – albeit as the rebranded Services in an effort to bypass the injunction this District Court entered in the SetTV case. (Compl. ¶¶ 15-20.)

Moreover, Gollner’s blanket denial of being an owner in Set Broadcast LLC is contrary to the evidence. (Compl. ¶ 4; Doc. 17-1 ¶ 14.) Profit distributions from the SetTV business were typically paid from Set Broadcast LLC accounts in fixed percentages to the owners, including a 41% share to Gollner’s co-defendant Sean Beaman. (Gedeon Decl. ¶ 9.) SetTV profit distributions to Beaman were deposited into a Wells Fargo account held in the name of Leisure Suit Larry LLC, established at a Florida branch. (*Id.* ¶¶ 8-9, Exs. 6-7.) Leisure Suit Larry LLC is a Florida entity one-half owned by Beaman and his wife and one-half owned by Gollner, having the same Florida office address as Set Broadcast LLC. (*Id.* ¶¶ 6-7, Exs. 4-5.) The deposit of SetTV profit distributions into this Wells Fargo account was often followed by two withdrawals – one transfer of funds to another of Beaman’s companies and a separate transfer to Gollner. (*Id.* ¶ 9, Ex. 7.)<sup>3</sup> In short, Gollner was an owner in the Florida-based SetTV business that was rebranded and continued to operate from Florida as the Services at issue in this case.<sup>4</sup>

Second, Gollner’s undisputed operation of the Rebroadcasting Scheme took

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<sup>3</sup>Gollner’s ownership in the SetTV business is further established by an operating agreement for Set Broadcast LLC that shows ownership by Beaman (25%) and Gollner (16%) – consistent with Beaman’s initial receipt of 41% of the SetTV profit distributions and Beaman then sharing those profits with Gollner as shown in the account records discussed above. (*Id.* ¶ 9.) And, co-defendant LaBossiere admitted that Gollner was an owner in Set Broadcast LLC. (Doc. 22 ¶ 15.)

<sup>4</sup>Gollner’s affidavit denying involvement with Set Broadcast LLC or any other Florida business, which would include Leisure Suit Larry LLC, is undoubtedly false. (Doc. 17-1 ¶¶ 7, 9.)

place in Florida because Gollner acknowledges that Florida was the primary place of business for Expedite TV. Gollner does not challenge Plaintiffs' allegation that revenues received from the Expedite TV service were deposited into Gollner's bank account. (Compl. ¶ 29.) Gollner established that operating account at Wells Fargo in the name of In Line TV LLC, identifying himself as the company's sole owner. (Gedeon Decl. ¶ 16, Ex. 14.) More than \$1 million in payments referencing Expedite TV were deposited into the account and nearly \$575,000 was transferred from that account to Gollner or his company Sam Hubbard LLC. (*Id.* ¶¶ 10, 18a-b; Ex. 8, 16.) There were various other payments to and from the account concerning Expedite TV. (*Id.* ¶¶ 18c-f, 24, 28; Ex. 16.) Notably, the account application signed by Gollner states the business has one location and Florida is the primary state. (*Id.* ¶ 17, Ex. 15.) In sum, Gollner's company, In Line TV LLC, was used to operate the Expedite TV service and, although incorporated in Delaware like many other companies, the business was primarily conducted from its single location in Florida.<sup>5</sup>

Third, Gollner's undisputed operation of the Rebroadcasting Scheme took place in Florida because a substantial number of users of the Services were located in Florida. Gollner does not challenge Plaintiffs' allegations that the Services were provided to users in Florida through the Rebroadcasting Scheme. (Compl. ¶¶ 1, 11.) Nor does Gollner challenge Plaintiffs' allegation that Gollner paid for and used the Avocado text message service to communicate with existing and prospective users

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<sup>5</sup>The Wells Fargo account held in the name of Gollner's company In Line TV LLC also received a deposit referred to as "SetTV reserves," further establishing Gollner's involvement with the SetTV business and the transition of that business to Expedite TV. (Doc. 13-2 ¶¶ 20c-d, Exs. 24-26.)

of the Services, including to market the Services and provide Device Codes to them. (*Id.* ¶ 31; *see also* Gedeon Decl. ¶ 19, Ex. 19.) Avochato produced a list of telephone numbers associated with the text messaging service that, when filtered to Florida area codes, show that approximately 21.1% of the message recipients were located in Florida – despite Florida having only 6.5% of the nation’s population. (Gedeon Decl. ¶ 20, Ex. 20.) Therefore, Florida citizens were substantially more likely than the general population to be users of the Services or targeted as prospective users. The foregoing supports Plaintiffs’ allegation that Gollner purposefully directed the Rebroadcasting Scheme at Florida. (Compl. ¶ 11.) *Alston*, 476 F. Supp. 3d at 1314 (finding business conducted in Florida for purposes of the long-arm statute based on Florida residents accounting for 6.59% of the website visitors); *see Sculptchair, Inc. v. Century Arts, Ltd.*, 94 F.3d 623, 628 (11th Cir. 1996)(finding general course of business in Florida where defendant had three to five sales that grossed \$3,000 and marketed the products to approximately fifteen customers).

Finally, Plaintiffs’ claims alleging Gollner’s violations of the FCA and DMCA arise from Gollner’s operation of the Rebroadcasting Scheme in Florida. Section 48.193(1)(a) requires only “some nexus or connection between the business that is conducted in Florida and the cause of action alleged.” *Polski Linie Oceaniczne v. Seasafe Transp. A/S*, 795 F.2d 968, 971 (11th Cir. 1986) (quotation omitted). The business Gollner conducted in Florida – the Rebroadcasting Scheme – consisted of circumventing security measures to acquire Plaintiffs’ programming in violation of the DMCA , so Plaintiffs’ programming could be retransmitted to Florida users

that purchased Device Codes to access that programming in violation of the FCA. (Compl. ¶¶ 1, 13-14, 19-31, 34-35, 39, 43-44.) The connectivity requirement is met because Plaintiffs are basing personal jurisdiction upon Gollner's operation of the Rebroadcasting Scheme in Florida and are not relying upon some non-infringing business unrelated to Plaintiffs' claims that Gollner may have operated in Florida.

## **2. Gollner Committed Tortious Acts In Florida.**

Section 48.193(1)(a)(2) provides for specific personal jurisdiction if Gollner was “[c]omitting a tortious act within [Florida].” The commission of a tort “*outside* the state that causes *injury within Florida*” satisfies the Florida long-arm statute. *Louis Vuitton Malletier, S.A. v. Mosseri*, 736 F.3d 1339, 1353-54 (11th Cir. 2013). Gollner's violations of the FCA and DMCA are tortious acts. *Cable/Home*, 902 F.2d at 857 (applying tortious act provision to FCA and Copyright Act claims); *see also id.* (considering Lanham Act violations as tortious acts). Gollner committed these alleged tortious acts in Florida.<sup>6</sup>

The Eleventh Circuit in *Louis Vuitton* found that making infringing products accessible in Florida through a website, coupled with the actual sale of the product in Florida, satisfied the tortious act provision of the Florida long-arm statute. 736 F.3d at 1354 (trademark infringement). Where the defendant “created the websites and posted the alleged infringing material does not matter.” *Id.* Nor does it matter that the plaintiff is a non-resident of the forum. *Id.* (plaintiff was a foreign business

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<sup>6</sup> “[T]he correct inquiry is whether the tort as alleged occurred in Florida, and not whether the alleged tort actually occurred.” *Flight Source Int'l Inc. v. Carolex Air, LLC*, No. 8:08-cv-00739-JDW-MAP, 2008 WL 4643319, at \*4 (M.D. Fla. Oct. 20, 2018) (quotation omitted).



entity); *see also Lovelady*, 544 F.3d at 1283 (finding court need not consider where the plaintiff resides). What matters for purposes of finding a tortious act occurred in Florida is that the infringing material is accessed, or at least made accessible, in Florida. *Louis Vuitton*, 736 F.3d at 1353-54; *Lovelady*, 544 F.3d 1283-84.

Gollner does not dispute Plaintiffs' allegations that Gollner made Plaintiffs' programming accessible to users of the Services that purchased Device Codes and such users did in fact access Plaintiffs' programming through the Rebroadcasting Scheme, including in Florida. (Compl. ¶¶ 1, 11, 19-24, 27-28, 32, 34-35, 39, 44.) In fact, the Avochato documents evidence that a disproportionate number of Service users were located or targeted in Florida. *See supra* Part III.A.1. The records also show that Florida users actually accessed the Services. (Gedeon Decl. ¶ 21, Ex. 22.) Accordingly, Gollner's tortious acts were committed in Florida because Plaintiffs' programming was made accessible in Florida and accessed by users in Florida. *See Louis Vuitton*, 736 F.3d at 1353-54; *Iconic Content, LLC v. Unknown Officer*, 522 F. Supp. 3d 1179, 1185 (M.D. Fla. 2020) (finding copyright infringement occurred in Florida where defendant's acts consisted of making "infringing works available to individuals present in Florida; and Floridians actually accessed the materials") (citing *Lovelady*); *TriAxial Med. Inc. v. Stringham*, No. 6:11-cv-1278-Orl-22GJK, 2012 WL 13103114, at \*7 (M.D. Fla. Nov. 20, 2012) (same).

Gollner's commission of tortious acts in Florida is further supported by the legal principal that "a tortious act can occur through the nonresident defendant's telephonic, electronic, or written communications into Florida, so long as the cause

of action arises from such communications.” *Tufts v. Hay*, 977 F.3d 1204, 1211 (11th Cir. 2020) (quotation omitted); *see Cable/Home*, 902 F.2d at 857 (“In our technologically sophisticated world permitting interstate business transactions by mail, wire and satellite signals, physical presence by the nonresident defendant is not necessary for personal jurisdiction in the forum state.”)

Plaintiffs’ FCA claims arise from Gollner retransmitting communications of Plaintiffs’ programming to Florida users that purchased Device Codes to access the communications. (Compl. ¶¶ 1, 11, 34-35, 39.) Plaintiffs’ DMCA claim is sufficiently connected to this unauthorized retransmission of Plaintiffs’ programming because circumventing Plaintiffs’ security measures was how Gollner acquired Plaintiffs’ programming to communicate to users in Florida for his financial benefit. (*Id.* ¶¶ 1, 11, 26, 43-44.) *See Thomas v. Brown*, 504 F. App’x 845, 847 (11th Cir. 2013) (“If the forum’s long-arm statute provides jurisdiction over one claim, the district court has personal jurisdiction over the entire case so long as the claims arise from the same jurisdiction-generating event.”) (citing *Cronin v. Wash. Nat’l Ins. Co.*, 980 F.2d 663, 671 (11th Cir. 1993)).

In sum, the allegations in Plaintiffs’ complaint and evidence filed in support of this response demonstrate that Gollner engaged in at least two acts enumerated in Florida’s long-arm statute that give rise to Plaintiffs’ claims: Gollner operated a business in Florida; and Gollner committed tortious acts in Florida.<sup>7</sup>

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<sup>7</sup>The allegations from Plaintiffs’ complaint referenced throughout this response sufficiently plead a prima facie case for personal jurisdiction over Gollner. *See, e.g., Louis Vuitton*, 736 F.3d at 1351 (holding similar allegations made a prima facie showing of personal jurisdiction).

**B. Jurisdiction Is Proper Under The United States Constitution.**

The due process requirements for exercising specific personal jurisdiction over Gollner are satisfied: Gollner has sufficient minimum contacts with Florida; Plaintiffs' claims arise out of or relate to such contacts; and Gollner has not shown that the exercise of personal jurisdiction would be unreasonable. *See Cable/Home*, 902 F.2d at 858-59 (setting forth constitutional requirements).

**1. Gollner Has Sufficient, Relevant Contacts With Florida.**

Gollner has sufficient minimum contacts to support personal jurisdiction if Gollner “purposefully availed himself of the privileges of doing business within the forum.” *Louis Vuitton*, 736 F.3d at 1357. Gollner’s contacts with Florida must give rise to or relate to Plaintiffs’ claims to establish specific personal jurisdiction. *Id.* Gollner purposefully availed himself of the Florida forum for several reasons.

First, Gollner’s conduct that satisfies the Florida long-arm statute also shows purposeful availment. Gollner conducted the Rebroadcasting Scheme in Florida – this was nothing more than Gollner continuing to operate his Florida-based SetTV business as the rebranded Services in an attempt to avoid the injunction previously entered by this District Court. *Supra* Part III.A.1-2. As part of the Rebroadcasting Scheme, Gollner retransmitted Plaintiffs’ programming to users in Florida for his own pecuniary gain; indeed, Gollner acknowledged that Florida was his primary state of business and the evidence shows that a disproportionately large number of Service users were located or targeted in Florida. *See id.* (showing 21.1% of users based upon one method that Gollner used to market and sell the Services).

Therefore, Gollner purposefully availed himself of the Florida forum. *Louis Vuitton*, 736 F.3d at 1357 (finding purposeful availment where defendant solicited business and received orders from Florida residents and the evidence showed one shipment into Florida); *Tufts*, 977 F.3d at 1212 (same based upon alleged tortious communications into Florida); *Cable/Home*, 902 F.2d at 858 (same based in part on advertisement and sale of television piracy devices in Florida); *Iconic Content*, 522 F. Supp. 3d at 1188 (same based upon distribution of content into Florida and rejecting argument that such actions were solely attributable to the Florida users). Plaintiffs' FCA and DMCA claims arise from or relate to Gollner's operation of the Rebroadcasting Scheme in Florida. *Supra* Part III.A.1-2.

Second, Gollner had additional contacts with Florida, not considered when analyzing the Florida long-arm statute, that further establish Gollner purposefully availed himself of the privilege of conducting business in Florida. Gollner does not challenge Plaintiffs' allegation that Gollner retained two brothers to create entities and financial accounts to process payments from the sale of Device Codes for the Expedite TV service. (Compl. ¶ 29.) Entities and financial accounts set up by the brothers, Brent and Ken Clemons, were established in Florida, where at least Brent was located while processing sales for the Rebroadcasting Scheme. (Gedeon Decl. ¶¶ 24-27, Exs. 25-29.) The brothers made substantial payments to Gollner during the course of the Rebroadcasting Scheme. (*Id.* ¶¶ 18a, 18d-e, 27; Exs. 16-17, 28.)

Additionally, Gollner received payments from another Florida-based entity that processed sales as part of the Rebroadcasting Scheme. (Compl. ¶ 30.) Gollner's

denial of this allegation is contrary to the evidence. (Doc. 17-1 ¶ 15.) The evidence shows that payments for the Expedite TV service were processed by the business known as UptickTV. (Gedeon Decl. ¶ 28.) The fictitious business name UptickTV was registered in Florida by “Media, New Wave,” with an address in Largo, Florida. (*Id.* ¶ 29, Ex. 31.) The property located at this Largo, Florida address is indirectly owned by Gollner’s co-defendant and Florida resident, LaBossiere. (Compl. ¶¶ 5, 9; *Id.* ¶ 29.) Gollner, through his company In Line TV LLC, received two payments totaling \$40,000 from a similarly named New Wave Medias entity that held itself out as having this same Largo, Florida address. (*Id.* ¶¶ 18, 28; Exs. 16, 18.)

In sum, Gollner processed payments for the Rebroadcasting Scheme using a network of persons and businesses that he helped to develop in Florida. Gollner’s payment processing activities are sufficiently connected to Plaintiffs’ claims arising from the Rebroadcasting Scheme to be considered for jurisdictional purposes. *See supra* Part III.A.1-2; *see also Louis Vuitton*, 736 F.3d at 1356 (relying upon conduct that “involved the advertising, selling, and distributing of alleged counterfeit and infringing ... goods into the state and accepting payment from Florida customers for such goods” to find specific personal jurisdiction).

Finally, Gollner is subject to personal jurisdiction in Florida because Gollner operated the Rebroadcasting Scheme in violation of the District Court’s permanent injunction entered in the SetTV case. (Compl. Prayer § D.) “Non-parties who reside outside the territorial jurisdiction of a district court may be subject to that court’s jurisdiction if, with actual notice of the court’s order, they actively aid and abet a

party in violating that order.” *Waffenschmidt v. MacKay*, 763 F.2d 711, 717 (5th Cir. 1985); see *City Cab Co. of Orlando v. All City Yellow Cab, Inc.*, 581 F. Supp. 2d 1197, 1200 (M.D. Fla. 2008) (finding that “personal jurisdiction over a nonparty contemnor is a given” and there exists an “assumption that courts have personal jurisdiction over non-party contemnors”).

Gollner was bound by and had notice of the permanent injunction entered in the SetTV case because he was an owner of defendant Set Broadcast LLC, which agreed to and was served with the injunction, and separately because Gollner acted in active concert or participation with his co-defendants to violate that injunction. (*Id.* ¶¶ 15, 18-31; Gedeon Decl. ¶ 5, Ex. 3.) See *Waffenschmidt*, 763 F.2d at 717 (“An injunction binds not only the parties subject thereto, but also non-parties who act with the enjoined party.”); *FTC v. Leshin*, 618 F.3d 1221, 1235-36 (11th Cir. 2010) (finding notice of injunction for purposes of contempt based upon the non-party’s relationship with named parties). Gollner’s contempt of the permanent injunction entered in the prior litigation in this District Court further supports the exercise of personal jurisdiction over Gollner.<sup>8</sup>

## **2. Exercising Jurisdiction Over Gollner Is Reasonable.**

Gollner has the burden of establishing a “compelling case that the exercise of jurisdiction would violate traditional notions of fair play and substantial justice.”

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<sup>8</sup>Plaintiffs moved to reopen the SetTV case and for an order to show cause concerning Defendants’ contempt of the permanent injunction, but the motion was denied on the basis that the court did not retain jurisdiction. See No. 8:18-cv-1332, Doc. 86; see also *Fla. Ass’n for Retarded Citizens v. Bush*, 246 F.3d 1296, 1298 (11th Cir. 2001) (identifying procedure to pursue contempt).

*Louis Vuitton*, 736 F.3d at 1357 (quotation omitted). Factors to consider are “(1) the burden on the defendant; (2) the forum’s interest in adjudicating the dispute; (3) the plaintiff’s interest in obtaining convenient and effective relief; and (4) the judicial system’s interest in resolving the dispute.” *Id.* (quotation omitted). Each of these factors weighs in favor of exercising personal jurisdiction over Gollner.

First, Gollner’s unsupported allegation that it would be burdensome for him to defend this case in Florida fails to present a compelling case that the exercise of jurisdiction is unreasonable. (Doc. 17-1 ¶ 19.) *Id.* at 1358 (finding no burden where defendant had “not offered any evidence of his finances or any other limitations on him to show that he would be burdened by having to litigate the case in Florida”). Further, Gollner’s general concern over having to travel to Florida for depositions, hearing, or trial is mitigated by the opportunity to appear remotely at proceedings. *See Cable/Home*, 902 F.2d at 858 (“[M]odern transportation and communication have made it much less burdensome for a party sued to defend himself in a State where he engages in economic activity.”). Indeed, Gollner received several million dollars from the Rebroadcasting Scheme that he operated in Florida and therefore Gollner can certainly afford the cost of traveling to Florida to defend this action if in-person appearances are required.

Second, Florida has an interest in adjudicating this matter because Gollner’s operation of the Rebroadcasting Scheme adversely impacted Florida citizens. The Rebroadcasting Scheme drew frequent complaints from users contending that the Services were a scam or fraud, even resulting in an “F” rating for the Expedite TV

service with at least one Better Business Bureau. (Gedeon Decl. ¶¶ 12, 22; Exs. 10, 23.)<sup>9</sup> Florida has a substantial interest in protecting Florida consumers. *See Louis Vuitton*, 736 F.3d at 1358; *see also Iconic Content*, 522 F. Supp. 3d at 1189 (holding Florida had a significant interest in deciding copyright infringement dispute based in part on disproportionate amount of viewers and profits obtained from Florida).

Third, Plaintiffs have an interest in obtaining convenient and effective relief, which will be best accomplished by having a consolidated action with Gollner and his co-defendants, two of whom are located in Florida. (Compl. ¶¶ 5, 8.) Witnesses are also located in Florida, further making this Court an efficient forum to resolve this action. (Gedeon Decl. ¶¶ 24-28.) And, this is Plaintiffs' chosen forum to obtain relief and that alone "merits some weight." *Alston*, 476 F. Supp. 3d at 1317.

Finally, the judiciary has an interest in resolving the parties' dispute in this Court because of the substantial record being developed in relation to Plaintiffs' pending motion for preliminary injunction, as well as the underlying SetTV action that was also brought in this District Court and bears directly on the allegations in this litigation. In fact, Plaintiffs seek to hold Gollner in contempt of the permanent injunction entered in the previous case. (Compl. Prayer § D.) Accordingly, it is not unreasonable to require Gollner to litigate in this Court. *Louis Vuitton*, 736 F.3d at 1358 ("The judiciary has an interest in efficiently resolving the dispute in the forum where an extensive record was established and the case was long pending.").

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<sup>9</sup>The negative Better Business Bureau rating was issued in relation to Gollner's company In Line LLC that was used for payment processing activities. (*Id.* ¶¶ 11-16, Exs. 9-14.)



Gollner does not present a “compelling case that the exercise of jurisdiction would violate traditional notions of fair play and substantial justice.” *Id.*

**C. Jurisdictional Discovery Is Properly Granted, If Necessary.**

Plaintiffs have “a qualified right to conduct jurisdictional discovery.” *Posner v. Essex Ins. Co.*, 178 F.3d 1209, 1214 n.7 (11th Cir. 1999); *see Alliant Tax Credit 31, Inc. v. Murphy*, 924 F.3d 1134, 1145 (11th Cir. 2019). If the Court concludes that additional evidence is required to exercise jurisdiction over Gollner, then Plaintiffs should be allowed to conduct jurisdictional discovery into Gollner’s contacts with Florida, including Gollner’s relationship with persons and entities in Florida that the evidence shows assisted in Gollner’s operation of the Rebroadcasting Scheme in Florida. Such persons and entities include co-defendants LaBossiere and Brito, at least four payment processors for the Rebroadcasting Scheme, and at least one person that Gollner recruited in an attempt to cover up Gollner’s operation of the Rebroadcasting Scheme. (Doc. 13-2 ¶¶ 21a-b, 22d, 22f-g, 35a-c, 36c-d.) Gollner’s relationship with these persons that assisted in the Rebroadcasting Scheme – all located in Florida – may further support a finding of personal jurisdiction because such persons are agents or joint venture partners of Gollner in the Rebroadcasting Scheme. *See Fla. Stat. Ann. § 48.193(1)(a)* (making clear Florida long-arm statute may be satisfied by acts the defendant commits “personally or through an agent”); *Sabo v. Carnival Corp.*, 762 F.3d 1330, 1336 (11th Cir. 2014) (“[A]ll the parties to a joint venture are subject to personal jurisdiction in a forum state when the joint venture contemplates and actually performs within that state.”).

#### IV. Conclusion

Gollner's contacts with Florida that give rise to Plaintiffs' claims satisfy the Florida long-arm statute and demonstrate that Gollner purposefully availed himself of the Florida forum. Requiring Gollner to defend this action is not unreasonable. Gollner's motion to dismiss for lack of personal jurisdiction should be denied.

Dated: May 19, 2022.

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#### CERTIFICATE OF SERVICE

I certify that on May 19, 2022, I filed the foregoing with the Clerk of the Court using the NextGen CM/ECF system, which will provide notice to Defendants Jason LaBossiere, Sean Beaman, and Stefan Gollner, and I also mailed the foregoing to Defendant Osivette Brito at 9174 98th Avenue, Seminole, Florida 33777.

  
Aleksandra Bajd