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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ENERGY ENHANCEMENT SYSTEM, LLC, a Nevada limited liability company, Plaintiff, v. THE LIGHT SYSTEM, INC., a Connecticut corporation; JASON SHURKA, an individual; DOES I-X; and ROE CORPORATIONS XI-XX, Defendants.	Case No. 2:25-cv-02015 **MOTION FOR PRELIMINARY INJUNCTION** **(ORAL ARGUMENT REQUESTED)**

Plaintiff Energy Enhancement System, LLC ("EES" or "Plaintiff"), by and through its undersigned counsel, submits this Motion for Preliminary Injunction, pursuant to Fed. R. Civ. P. 65, against Defendants The Light System, Inc. ("TLS") and Jason Shurka ("Shurka"). Additionally, Plaintiffs request that this Court set a hearing on this Motion after limited discovery.

This Motion is made and based on the following Memorandum of Points and Authorities, the declaration of Michael Bertolacini attached hereto as **Exhibit 1**, all other exhibits attached hereto, the papers and pleadings on file here, and any oral argument this Court may allow.

DATED this 22nd day of December 2025.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Since the filing of the original Complaint on October 17, 2025, Defendants Jason Shurka and The Light System, Inc. ("TLS") have brazenly escalated their tortious conduct against EES and now are inflicting serious irreparable harm that can only be remedied by a preliminary injunction. Approximately a month ago, EES received a termination request from one of its licensed wellness Centers that had been offering the EESystem for years. This was unusual, as Centers rarely if ever terminate their relationships with EES. In the subsequent weeks, more Centers started notifying EES of their intent to terminate their license agreements, many using a suspiciously similar "form letter."

After some investigation, EES discovered that Shurka and TLS have been communicating with EES's Centers and encouraging them to terminate their EES licenses, keep the EES-supplied computer hardware, load the EES computers with different software provided by TLS, and begin offering similar services to the public with this new, unsanctioned combination of EES hardware and TLS software. EES's license agreements with its Centers expressly forbid this type of modification and reusing of EES hardware with other software, yet Shurka and TLS have misled

the Centers into believing this is not only legal but a "level up" to the EESystem, even providing a template termination letter that many of the Centers have used.

The terminations and unlawful reusing of EES's Technology with TLS software is occurring by the day. As of this filing, approximately 40 Centers have terminated their licenses and breached their agreements in this fashion, all at the encouragement and instruction of Shurka and TLS. EES's loss of customers, goodwill, and competitive position with TLS is irreparable and not fully redressable by monetary damages. For the reasons discussed in detail below, EES requests a preliminary injunction to stop this ongoing tortious conduct.

Filed concurrently with this Motion is EES's First Amended Complaint ("FAC") that pleads the new and escalated tortious conduct by Defendants that is the subject of this Motions.

II. RELEVANT FACTUAL BACKGROUND

A. Defendants' Tortious Interference with EES's License Agreements.

1. Background On EES's License Agreements with Center Owners.

EES was co-founded by Dr. Sandra Rose Michael, DNM ("Dr. Michael") and Chief Executive Officer, Bertolacini. Ex. 1 at ¶ 4. Dr. Michael researched and developed technology that was ultimately incorporated into the Energy Enhancement System (EESystem), a wellness product which EES develops and sells to its customers across the globe. *Id.* at ¶ 5. The EESystems can be installed and customized to a variety of spaces, including at meditation and wellness centers that offer the EESystem to the public as a wellness service (the "Centers"). *Id.* at ¶ 6.

Every Center that offers EES's technology has executed a license agreement with EES that sets forth the terms and conditions of the Center's use of the EES Technology. *Id.* at ¶ 7; A true and correct copy of one such license agreement is attached hereto as **Exhibit 2**. When a Center elects to offer EES's technology and executes a license agreement, EES personnel travel to the Center's location to furnish, install, and calibrate the computer hardware and software that enables the EES technology. Ex. 2 at 6, § 3.1. The EES technology provided to the licensed Centers consists of custom-configured computers that are installed with and run EES's proprietary software, which generates the energy waves that emit from various monitors strategically positioned around the space. *Id.*; Ex. 1 at ¶ 10. For the EES Technology to work properly, the EES

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Technology in its entirety—the custom-configured computer hardware, the software that is installed on the hardware, the computer monitors, and the careful calibration performed by EES personnel for the particular room or space where the system is installed—cannot be altered, reconfigured, or modified. *See* Ex. 2 at 6, §§ 3.0, 3.2; Ex. 1 at ¶ 9. While there are a few different versions of the license agreements, the salient terms regarding the scope of the license and ownership of the hardware and software are largely the same. Ex. 1 at ¶ 8; a true and correct copy of the second main version of the license agreement that has been used for Centers is attached hereto as **Exhibit 3**.

Under the license agreements, "Technology" is defined as including both the hardware and the software collectively working together: "Energy Enhancement System, LLC, is the Sole Licensor of the proprietary computer hardware and software technology collectively known as 'HHFE Technology' also known as EESystem (hereinafter known as "The Technology")." Exhibit 2 at 1. The license agreements expressly state that all ownership and other rights to the "Technology" (which includes the computer hardware) is owned by EES's founder, Dr. Sandra Rose Michael. *Id.* at 2, § 1.4. The license agreements further state that Center owners are prevented from transferring any of EES's computer hardware without EES approval and only upon execution of a new license agreement with EES by any subsequent user. *Id.* at 1-2, § 1.2.

Protection of the integrity and quality of the EES Technology is of the utmost importance—only a Center that has an authentic, licensed EES system, installed and calibrated by EES, is entitled to promote and sell the benefits of the technology. Ex. 1 at ¶ 9. To protect both the quality and the trade secret nature of the EES Technology, all license agreements expressly forbid any Center from modifying, disassembling, or reverse engineering the Technology, which includes the custom-configured computer hardware and the EES software that runs on the hardware. Ex 2. at 2-3, § 1.4. After termination of a license agreement, the Center owner retains any hardware they separately purchased, but EES retains ownership of and the right to retrieve and remove all EES Technology, including any EES-supplied computers, monitors, and the software. *Id.* at 4, § 1.9.

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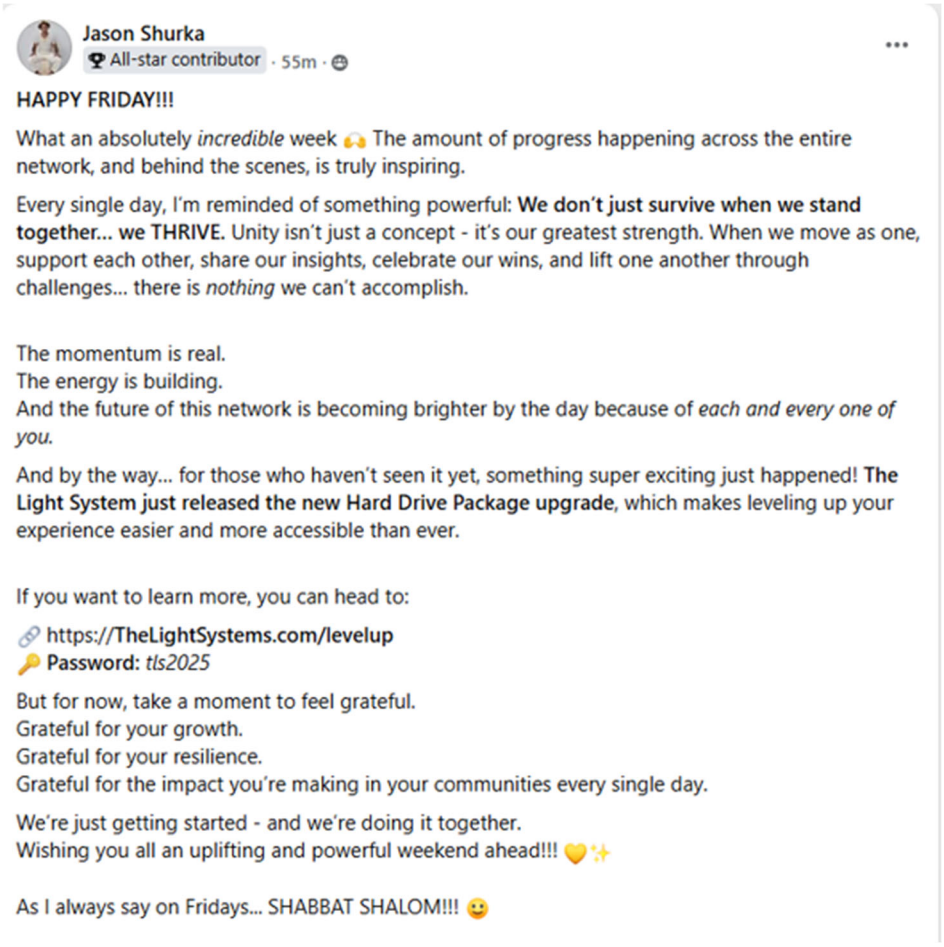
2. Shurka and TLS Induce Centers to Breach Their EES License Agreements.

On or about November 14, 2025, Shurka posted on Facebook in a group called "The Light System (TLS) Center Owners Community" stating that "The Light System just released the new Hard Drive Package upgrade, which makes leveling up your experience easier and more accessible than ever":



Jason Shurka
All-star contributor · 55m ·

HAPPY FRIDAY!!!

What an absolutely *incredible* week 🙌 The amount of progress happening across the entire network, and behind the scenes, is truly inspiring.

Every single day, I'm reminded of something powerful: **We don't just survive when we stand together... we THRIVE.** Unity isn't just a concept - it's our greatest strength. When we move as one, support each other, share our insights, celebrate our wins, and lift one another through challenges... there is *nothing* we can't accomplish.

The momentum is real.
The energy is building.
And the future of this network is becoming brighter by the day because of *each and every one of you.*

And by the way... for those who haven't seen it yet, something super exciting just happened! **The Light System just released the new Hard Drive Package upgrade**, which makes leveling up your experience easier and more accessible than ever.

If you want to learn more, you can head to:

🔗 https://TheLightSystems.com/levelup
🔑 **Password:** *tls2025*

But for now, take a moment to feel grateful.
Grateful for your growth.
Grateful for your resilience.
Grateful for the impact you're making in your communities every single day.

We're just getting started - and we're doing it together.
Wishing you all an uplifting and powerful weekend ahead!!! 💛✨

As I always say on Fridays... SHABBAT SHALOM!!! 😀

A true and correct screenshot of the Shurka Post is attached hereto as **Exhibit 4**. Also on November 14, 2025, Shurka's company, UNIFYD Healing, posted the following in the same Facebook group:

> BIG Announcement!!! It's time to Level Up Your Wellness!
>
> A very special opportunity for our UNIFYD Healing community.
>
> At UNIFYD Healing, our mission is to make advanced wellness technologies accessible to all. Thank you for your continued loyalty and commitment to this mission.

> Thanks to recent breakthroughs from The Light System, individuals and centers can now level up their experience with The Light System for a fraction of the cost (or even free, depending on eligibility.)
>
> The Hard Drive Package
>
> The new Light System™ Hard Drive Package makes leveling up your experience simple and affordable, with huge savings compared to the previous Gold Box package.
>
> ***All it takes is inserting the new hard drive into your existing hardware provided you are not currently subject to any active third-party licensing obligations***. All Light System I functionalities will be included and available on each new hard drive. The process is easy and only takes a minute.

A true and correct screenshot of the UNIFYD Facebook Post is attached hereto as **Exhibit 5** (emphasis added) (the Shurka Facebook Post and UNIFYD Facebook Posts collectively referred to as the "November 14th Facebook Posts"). TLS facilitated the November 14th Facebook posts because they were specifically posted in a Facebook group for TLS Center owners. Ex. 1 at ¶ 13.

Because The Light System and EESystem are the only two technologies on the market in this space, any existing hardware would necessarily be EESystem hardware. *Id.* at ¶ 14. Thus, through his public social media posts, Shurka is incentivizing Centers to terminate their "third-party licensing obligations" (which would necessarily be the EES license agreements) but use their "existing [EES] hardware" to "level up" their experience by using The Light System instead.

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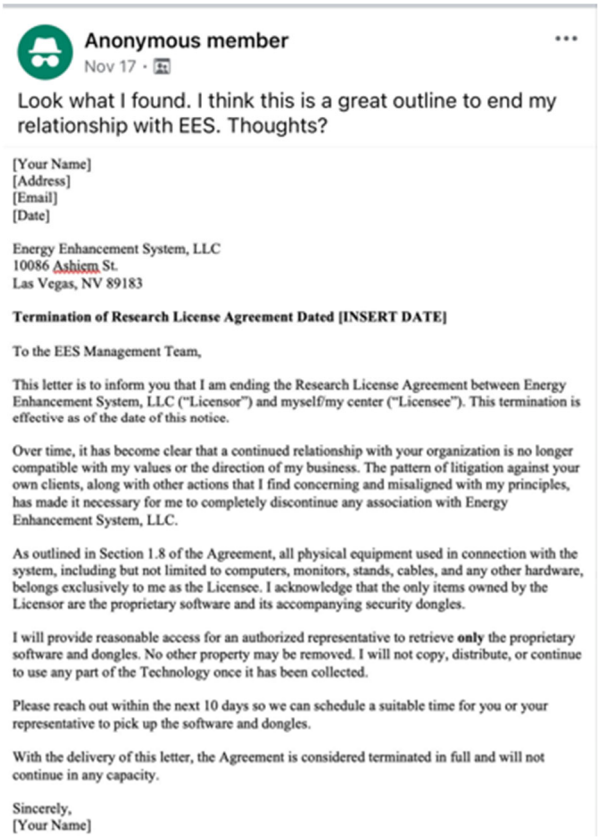
A few days later, on November 17, 2025, an "Anonymous member" posted a sample letter for EES center owners to use to cancel their license agreements with EES in a TLS enthusiast Facebook group:



Anonymous member
Nov 17 ·

Look what I found. I think this is a great outline to end my relationship with EES. Thoughts?

[Your Name]
[Address]
[Email]
[Date]

Energy Enhancement System, LLC
10086 Ashiem St.
Las Vegas, NV 89183

Termination of Research License Agreement Dated [INSERT DATE]

To the EES Management Team,

This letter is to inform you that I am ending the Research License Agreement between Energy Enhancement System, LLC ("Licensor") and myself/my center ("Licensee"). This termination is effective as of the date of this notice.

Over time, it has become clear that a continued relationship with your organization is no longer compatible with my values or the direction of my business. The pattern of litigation against your own clients, along with other actions that I find concerning and misaligned with my principles, has made it necessary for me to completely discontinue any association with Energy Enhancement System, LLC.

As outlined in Section 1.8 of the Agreement, all physical equipment used in connection with the system, including but not limited to computers, monitors, stands, cables, and any other hardware, belongs exclusively to me as the Licensee. I acknowledge that the only items owned by the Licensor are the proprietary software and its accompanying security dongles.

I will provide reasonable access for an authorized representative to retrieve **only** the proprietary software and dongles. No other property may be removed. I will not copy, distribute, or continue to use any part of the Technology once it has been collected.

Please reach out within the next 10 days so we can schedule a suitable time for you or your representative to pick up the software and dongles.

With the delivery of this letter, the Agreement is considered terminated in full and will not continue in any capacity.

Sincerely,
[Your Name]

A true and correct screenshot of the Anonymous member post is attached hereto as **Exhibit 6** (together, with the November 14th Facebook Posts, the "Facebook Posts"). Because the "Anonymous member" also posted this in a TLS enthusiast Facebook Group, TLS also facilitated this post. Ex. 1 at ¶ 16. Upon information and belief, the "Anonymous member" is actually Shurka. *Id.* at ¶ 17. Indeed, just days before the "Anonymous Member" post provided EES Centers with a roadmap on how to cancel their contracts with EES and instead use the same hardware to "upgrade" to The Light System, Shurka (through his personal Facebook account and his company UNIFYD Healing's account) encouraged Center owners to reuse their hardware "not currently subject to any active third-party licensing obligations." *See* Exs. 4-6. The "Anonymous member" letter is a template intended for Center owners to terminate their contractual relationships with

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EES, reuse the EES Technology hardware, and load TLS's software (via a hard drive) onto EES's hardware. Ex. 6.

The "comments" sections of TLS's Facebook page reveals that Shurka and TLS's encouragement and instructions are having the intended effect of disrupting EES's licensing and contractual relationships with its Centers:

The screenshot pasted above is a true and correct screenshot of the TLS Facebook comments. Ex. 1 at ¶ 18. To date, over 40 EES Center owners have followed Shurka and TLS's instructions to terminate their license agreements with EES, with most of those Center owners using the template letter posted by the "Anonymous member." *Id.* at ¶ 19; a true and correct copy of one such termination is attached hereto as **Exhibit 7**. EES has responded to these termination letters informing the terminating Centers that using their EESystem computer hardware to run The Light System software is a breach of the license agreement. A true and correct copy of one such response is attached hereto as **Exhibit 8**.

To be clear, Shurka and TLS are not merely encouraging EES's Centers to *terminate* their license agreements with EES, they are encouraging the Centers to *breach* their license agreements. Pursuant to the terms of the license agreements as outlined above, (1) EES continues to own the computer hardware even after termination, (2) the Centers are forbidden from modifying, dissembling, or reverse engineering any aspect of the Technology (which includes the computer hardware and software combination), and (3) even if a Center wishes to transfer the computer hardware, it may do so only upon EES's approval to another licensed Center. Thus, and contrary

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to the instructions and encouragement posted by Shurka and TLS, there is no world where a Center may terminate its license agreement with EES, keep the computer hardware, load TLS's competing software onto the EES hardware, and promote or sell the resulting service to the public. Encouraging the Centers to create a "Frankenstein" mash-up of EES's hardware combined with TLS's software and sell the same to customers breaches multiple provisions of the Centers' license agreements, as well as facilitates the delivery of an untested, illegitimate service to consumers who are expecting a bona fide wellness service back by twenty years of research and experience.

B. Procedural History

On January 16, 2025, EES (along with Bertolacini and Michael) filed a Complaint in the Eighth Judicial District Court in Clark County, Nevada (the "Nevada State Court"), Case No. A-25-910216-B, alleging that Jason Shurka, his company UNIFYD World, Inc., and Robert Religa (the "Nevada State Court Defendants") have defamed EES, Michael, and Bertolacini (the "Nevada State Court Action"). On January 27, 2025, the EES parties filed their Application for Temporary Restraining Order and Motion for Preliminary Injunction ("TRO Motion") to enjoin the Nevada State Court Defendants from continuing to make false and defamatory statements that EES had stolen the EESystem technology from Religa, among other things. The Nevada State Court granted the EES parties' TRO Motion on February 6, 2025, and entered a Temporary Restraining Order ("TRO") enjoining the Nevada State Court Defendants from, among other things, defaming the EES parties and confusing or conflating the two technologies, The Light System and EESystem, to improperly capitalize off of consumer confusion.

The Nevada State Court Defendants then removed the Nevada State Court Action to the United States District Court for the District of Florida [sic], despite the obvious procedural impropriety of doing so. Upon motion by EES, the Florida federal court promptly remanded the case back to the Nevada State Court. Then the Nevada State Court Defendants improperly removed the case a second time to the United States District Court for the District of Nevada. The Nevada federal court again promptly remanded the case back to the Nevada State Court, where it remains pending.

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On May 20, 2025, the Nevada State Court Defendants filed a Joint Motion for Clarification of the TRO based on their arguments that the Court cannot preemptively enjoin speech under the First Amendment. On June 25, 2025, the Nevada State Court issued an Order clarifying the TRO, retaining certain provisions of the TRO to halt certain false and defamatory statements that the defendants had made. At present, the TRO states that it "will remain in place until the Motion for Preliminary Injunction is heard in this matter and unless and until the court orders otherwise."

On May 22, 2025, Robert Religa and TLS filed a retaliatory action against EES, Michael Bertolacini, and Dr. Sandra Rose Michael in the United States District Court for the Eastern District of New York, Case No 2:25-cv-02856-JS-AYS, alleging, among other things, that EES parties are infringing on Religa's copyrighted software ("the New York litigation"). In the New York litigation, Religa and TLS also moved for an "Emergency Temporary Restraining Order" against EES, Bertolacini and Michael. After a hearing, the court denied the motion, concluding that Religa and TLS failed to show a reasonable likelihood of success on the merits and failed to show irreparable harm. Defendants in the New York action (Plaintiffs in this action) have since filed a motion to dismiss the New York litigation in its entirety, which is not yet fully briefed.

The new tortious conduct pleaded in the FAC and recited above is closely connected to Defendants' false advertising statements that give rise to the federal Lanham Act claims in this case. This new conduct is not at issue in either of the other litigations and most squarely arises out the existing allegations in this case. Moreover, TLS is not a party to the Nevada state court action.

Defendants' tortious interference with EES's license agreements (by encouraging EES Centers to mix and match the computer hardware and software between the two products) creates further consumer confusion regarding the difference between the two products, intentionally blurring the line where one product stops and the other begins. Indeed, it is almost impossible for a consumer to distinguish between the two products if the computer hardware is labeled "EESystem," but the consumer is actually receiving The Light System product. As such, this tortious interference dovetails with the prevention of consumer confusion that is the basis for Plaintiff's existing Lanham Act claims.

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EES only recently discovered that Shurka and TLS were encouraging its Center owners to breach their license agreements and use EES hardware to run The Light System software. Since that time, more and more Centers have been cancelling their license agreements with the same (or similar) templated termination letter, almost on a daily basis. Absent Court intervention, EES reasonably expects this to continue.

III. LEGAL ARGUMENT

Federal Rule of Civil Procedure 65 governs preliminary injunctions. Fed. R. Civ. P. 65(a). To obtain an injunction, Plaintiffs "must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24, 129 S. Ct. 365, 172 L. Ed. 2d 249 (2008). The movant must satisfy all four elements; however, "a stronger showing of one element may offset a weaker showing of another." *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011). Thus, "serious questions on the merits and a balance of the hardships that tips sharply towards the plaintiff can support issuance of a preliminary injunction, so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest." *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1135 (9th Cir. 2011). This "sliding scale approach" allows a party to make a lesser showing of likelihood of success provided [it] will suffer substantial harm in the absence of relief." *Id.* at 1133.

Injunctive relief can be used to restore the status quo. *Desert Citizens Against Pollution v. Bisson*, 231 F.3d 1172, 1187 (9th Cir. 2000) ("After a defendant has been notified of the pendency of a suit seeking an injunction against him, even though a temporary injunction be not granted, he acts at his peril and subject to the power of the court to restore the status, wholly irrespective of the merits as they may be ultimately decided . . . ." (quoting *Nat'l Forest Pres. Grp. v. Butz*, 485 F.2d 408, 411 (9th Cir. 1973)) (reversing denial of motion for preliminary injunction and remanding "for entry of a preliminary injunction setting aside this land exchange pending further proceedings…"); *see also Porter v. Lee*, 328 U.S. 246, 251, 90 L. Ed. 1199, 66 S. Ct. 1096 (1946) ("It has long been established that where a defendant with notice in an injunction proceeding

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completes the acts sought to be enjoined the court may by mandatory injunction restore the status quo.").

A. EES is Likely to Succeed on the Merits of Its Tortious Interference Claim.

"To sufficiently allege a claim for intentional interference with contractual relations a plaintiff must allege: (1) a valid and existing contract; (2) defendant's knowledge of the contract; (3) intentional acts by the defendant intended or designed to disrupt the contractual relationship; (4) actual breach or disruption of the contract; and (5) damages from the disruption or breach." *Rimini St., Inc. v. Oracle Int'l Corp.*, No. 2:14-cv-1699-LRH-CWH, 2017 U.S. Dist. LEXIS 184597, at *35 (D. Nev. Nov. 7, 2017) (citations omitted). "A plaintiff must also establish 'that the defendant had a motive to induce breach of the contract with the third party.'" *V5 Techs., Ltd. v. Switch, Ltd.*, No. 2:17-cv-02349-KJD-NJK, 2021 U.S. Dist. LEXIS 8282, at *24 (D. Nev. Jan. 15, 2021) (quoting *J.J. Indus. LLC v. Bennett*, 119 Nev. 269, 71 P.3d 1264, 1268 (Nev. 2003)). "Further, a plaintiff must allege either an actual breach of a contract or a significant disruption of a contract rather than a simple impairment of contractual duties." *Rimini St.*, 2017 U.S. Dist. LEXIS 184597, at *35. "Generally, an action for intentional interference with contractual relations cannot be based upon a defendant inducing the termination, rather than breach, of a contract that is terminable at will unless it was done maliciously or with improper means." *Id.* at * 40 (citing 44B AM.JUR. 2d, Interference § 23).

EES has valid contracts with its Center owners. Defendants have knowledge of these contracts. Indeed, at one time, Shurka was in charge of marketing and promoting the EESystem and assisting EES Centers with generating leads. Ex. 1 at ¶ 21. Additionally, EES posts its Centers on its website in a "Find a Center" map.[1] By specifically including language in the November 14th Facebook posts regarding computer hardware not otherwise subject to license agreements, Shurka intended to induce EES Centers to first terminate their agreements and then convert their hardware to The Light System. This, however, breaches the license agreement.

[1] https://www.eesystem.com/center-locator.

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Defendants even provided a playbook on terminating the EES agreements, posting a template termination letter under the guise of an "Anonymous member." This templated letter has worked. Over 40 Centers have purported to cancel their license agreements with Centers, instead using their EESystem computer hardware to run The Light System software. Thus, EES Centers have actually breached their license agreements, damaging EES. Accordingly, EES has demonstrated a likelihood of success on the merits of its misappropriation of tortious interference with contractual relations claim.

B. EES Will Suffer Irreparable Harm in the Absence of the Relief Sought.

Loss of customers due to improper solicitation can cause irreparable harm. *See Group v. Jiangsu Longteng-Pengda Elec. Mech. Co*., No. 2:18-cv-00812-RFB-VCF, 2020 U.S. Dist. LEXIS 94803, at *30-31 (D. Nev. May 31, 2020) ("a loss of customers is an intangible harm not adequately compensable through monetary damages"). "Irreparable harm can be caused by 'acts committed without just cause' and 'which unreasonably interfere with a business or destroy its credits or profits.'" *Accelerated Care Plus Corp. v. Diversicare Mgmt. Servs. Co*., No. 3:11-cv-00585-RCJ-RAM, 2011 U.S. Dist. LEXIS 93839, at *15 (D. Nev. Aug. 22, 2011) (quoting *Sobol v. Capital Mgmt. Consultants, Inc.*, 102 Nev. 444, 726 P.2d 335, 337 (1986)). "Irreparable harm can be shown when interference with a legitimate business causes public confusion, infringement on goodwill, and damage to the reputation of the business." *Id.*

"The right to carry on a lawful business without obstruction is a property right, and acts committed without just cause or excuse which interfere with the carrying on of plaintiff's business or destroy its custom, its credit or its profits, do an irreparable injury and thus authorize the issuance of an injunction. . . . Equity will, however, restrain tortious acts where it is essential to preserve a business or property interests[.]" *Aegis Council, LLC v. Maldonado*, No. 3:10-cv-00756-RCJ-RAM, 2011 U.S. Dist. LEXIS 36572, at *19 (D. Nev. Mar. 30, 2011) (quoting *Guion v. Terra Mktg*., 90 Nev. 237, 240, 523 P.2d 847, 848 (1974)). "Loss of customers or goodwill constitutes irreparable harm, so long as such loss is not speculative." *Farmer Bros. Co. v. Albrecht*, No. 2:11-CV-01371-PMP-CWH, 2011 U.S. Dist. LEXIS 116243, at *6 (D. Nev. Oct. 4, 2011) (citing *Stuhlbarg Int'l Sales Co. v. John D. Brush & Co.*, 240 F.3d 832, 841 (9th Cir. 2001)).

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Here, Defendants' express instruction and encouragement to EES's Centers that they terminate their license agreements, then breach those agreements by converting the system to TLS's, constitutes irreparable harm. Defendants have interfered with EES's right to carry on its lawful business by encouraging Center owners to breach their EES license agreements and wrongfully use EESystem hardware to run The Light System software. The loss suffered by EES cannot be quantified in terms of a specific amount of lost sales because EES's customer relationships would have produced an indeterminate amount of business in years to come. Specifically, EES Center owners typically renew their license agreements with EES. In fact, the license agreements automatically renew unless terminated. Moreover, the amount of lost sales cannot be quantified because each Center owner would potentially purchase additional units, open new Centers, buy EES hyper-charged products,[2] and refer their friends or colleagues to EES. Monetary damages cannot compensate EES for its loss of market share, loss of reputation/goodwill, and loss of competitive advantage resulting from Defendants' improper actions. *See United Capital Fin. Advisers, Inc. v. Capital Insight Partners*, LLC, No. 2:12-CV-0300-LRH-PAL, 2012 U.S. Dist. LEXIS 44594, at *9 (D. Nev. Mar. 30, 2012) (finding irreparable harm when plaintiff "has established that it will suffer further erosion of its client base and associated goodwill and thereby lose its competitive advantage if an injunction is not issued.").

C. Defendants Are Not Prejudiced If the Injunction Is Granted.

"To determine which way the balance of the hardships tips, [this] [C]ourt must identify the possible harm caused by the preliminary injunction against the possibility of the harm caused by not issuing it." *Univ. of Haw. Prof'l Assembly v. Cayetano*, 183 F.3d 1096, 1108 (9th Cir. 1999) (alteration added). A preliminary injunction preventing Defendants from encouraging EES Center owners to breach and terminate their license agreements would impose no burden or hardship on Defendants. The very conduct that EES seeks to restrain includes acts that Defendants have no

[2] Hyper-charged products are those sold by EES that have been enhanced through a proprietary process that increases the value of EES's products and enables those products (typically wearable products) to have similar wellness benefits as the EESystem.

right to commit in the first place. There is no harm to Defendants to maintain the status quo as this action is resolved on the merits.

The balance of equities tips decidedly in favor of EES, who seeks only to protect its business relationships. When, as here, the threat of irreparable harm to the plaintiff is significant, a court will look to see if there is any potential harm to the defendant if the injunction is granted. *See, e.g.*, *Rhodes Co v. Belleville Co.*, 32 Nev. 230, 238, 106 P. 561, 562 (1910) ("It is a settled rule of the court of chancery, in acting on applications for injunction, to regard the comparative injury which would be sustained by the defendant if an injunction were granted, and by the complainant if it were refused." (quoting *Russell v. Farley*, 105 U.S. 433, 438 (1881))). If the potential for harm to the defendant is inconsequential (as it is here) or a protective bond can be posted, courts "should be influenced largely by the consideration that the injury to the moving party will be certain, great, and irreparable." *See id.* at 239, 601 P. at 562-63.

Here, the potential for harm to Defendants is minimal. While Defendants may argue that EES is attempting to restrain fair competition, this argument is without merit. EES seeks only to restrain Defendants' *unfair* competition by preventing them from communicating with EES's Centers and making false and misleading statements intended to cause the Centers to terminate and breach their license agreements with EES. Defendants remain free to market their own product. But they cannot do so while specifically targeting EES Centers and encouraging them to breach their license agreements with EES.

D. There Is a Strong Public Interest in Granting EES's Motion.

"The public interest analysis for the issuance of [injunctive relief] requires [district courts] to consider whether there exists some critical public interest that would be injured by the grant of preliminary relief." *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1138 (9th Cir. 2011) (citation omitted). "When the reach of an injunction is narrow, limited only to the parties, and has no impact on non-parties, the public interest will be 'at most a neutral factor in the analysis rather than one of the favors granting or denying the preliminary injunction.'" *Stormans, Inc. v. Selecky*, 586 F.3d 1109, 1138 (9th Cir. 2009). "[T]he public interest is served by protecting a company's

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right to proprietary information, business operations, and contractual rights." *Compass Bank v. Hartley*, 430 F. Supp. 2d 973, 983 (D. Ariz. 2006).

Granting injunctive relief would prevent Defendants from taking action intentionally designed to harm EES's business interests. There is no public interest harmed by this kind of relief. And, in fact, granting EES's Motion would protect its business interest, promoting the public interest. Accordingly, this Court should grant injunctive relief to protect EES's contractual and business relationships.

E. EES's Bond Requirement Should Be Minimal.

FRCP 65(c) requires EES to post security "in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." Fed. R. Civ. P. 65(c). This Court "is afforded wide discretion in setting the amount of the bond, and the bond amount may be zero if there is no evidence the [Defendants] will suffer damages from the injunction." *Conn. Gen. Life Ins. Co. v. New Images of Beverly Hills*, 321 F.3d 878, 882 (9th Cir. 2003).

EES seeks only to preserve the status quo without Defendants' continued violation of EES's rights. EES's requested relief is meant to prohibit Defendants from continuing to take actions specifically designed to harm EES's business rights. Defendants surrender no valid rights by this Court enjoining them from intentionally interfering with EES's contractual relations and encouraging EES Centers to breach their license agreements with EES. Thus, the bond required by the Court should be minimal. EES therefore requests that the bond not exceed $500.

F. EES Requests a Hearing on Its Motion After Limited Discovery.

"In the Ninth Circuit, whether to hold a hearing on a preliminary injunction is a matter of the district court's discretion." *Dominguez-Lara v. Noem*, No. 2:25-cv-01553-RFB-EJY, 2025 U.S. Dist. LEXIS 209836, at *9 (D. Nev. Oct. 24, 2025) (citing *Stanley v. Univ. of S. California*, 13 F.3d 1313, 1326 (9th Cir. 1994)). Here, there are factual arguments that necessitate an evidentiary hearing on EES's Motion. Indeed, whether Defendants have interfered with EES's contractual relations and whether EES will suffer irreparable harm absent injunctive relief is

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necessarily a fact-intensive inquiry. Thus, this Court should set this Motion for hearing after the parties are allowed an opportunity to conduct limited discovery.[3]

IV. CONCLUSION

For the reasons set forth above, EES respectfully requests that the Court enter a preliminary injunction pursuant to Fed. R. Civ. P. 65 and order that Defendants, including all persons working together or in active concert therewith,

1. Take down or remove all social media posts directing, mentioning, or encouraging EES Center owners to terminate their license agreement with EES;
2. Cease making any public statements or posts reasonably calculated to encourage EES Center owners to terminate their license agreement with EES;
3. Cease making any public statements claiming that EES Center owners can use The Light System software on their pre-existing EESystem computer hardware, whether or not that computer hardware is subject to an active license agreement;
4. Cease selling or installing The Light System hardware and software into any EES Centers;
5. Cease targeting EES Centers and publicly or privately offering to convert EESystem to The Light System;
6. Cease using or allowing The Light System licensees to use, publish, and/or promote EESystem testimonials (i.e., those testimonials authored and published by customers who used the EESystem); and

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/ / /

[3] EES will separately move this Court for expedited discovery in accordance with LR IC 2-2. See *Morgan Stanley Smith Barney LLC v. Takahashi*, No. 2:24-cv-02127-CDS-MDC, 2025 U.S. Dist. LEXIS 1617, at *14 (D. Nev. Jan. 6, 2025) ("Local Rule IC 2-2 requires that 'for each type of relief requested . . . a separate document must be filed, and a separate event must be selected for that document.' . . . Therefore, I cannot consider the request for expedited discovery unless it is filed separately.").

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7. Remove all The Light System software that has been previously installed into EESystem computer hardware.

DATED this 22nd day of December 2025.

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/s/ Joseph G. Went

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INDEX OF EXHIBITS

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CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of December 2025, a true and correct copy of the foregoing **MOTION FOR PRELIMINARY INJUNCTION** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the United States District Court, District of Nevada's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

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