

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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YIPPY, INC.,

Case No. 26-573

Petitioner,

**PETITION FOR INJUNCTIVE
RELIEF IN AID OF
ARBITRATION**

-against-

GLOBALSTAR, INC.,

Respondent.

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Petitioner Yippy, Inc. (“Yippy”), by and through its counsel, Mark L. Cortegiano, Esq., as and for its Petition against respondent Globalstar, Inc., (“Globalstar”), states as follows:

PRELIMINARY STATEMENT

1. This is an action for preliminary injunctive relief in aid of arbitration arising from Globalstar’s continuing breach of the parties’ Access Agreement dated December 10, 2015 (as amended, the “Access Agreement,” annexed hereto as Exhibit A).

2. The Access Agreement has a twenty-year term with automatic one-year renewals until either party provides notice of its election not to enter into a further one-year renewal. *See* Exhibit A at Section 11.01.

3. As is set forth further herein, Globalstar has: (i) obstructed Yippy’s contractual audit rights and refused to produce the books and records necessary to verify royalties, subscriber counts, and usage; (ii) retained and controlled Yippy’s servers, software, and data (including sensitive and regulated software) while denying Yippy administrative access; (iii) engaged in conduct evidencing concealment and creating a substantial risk of spoliation; and (iv) created heightened change-of-control and custody rights in light of publicly reported sale activity involving Globalstar.

4. The Access Agreement expressly recognizes that breach of confidentiality, proprietary rights, and audit/access obligations can cause irreparable harm and that money damages alone are inadequate. It authorizes a party, where immediate relief is required to avoid irreparable injury, to commence a proceeding in “any court of competent jurisdiction for injunctive relief in aid of arbitration.” (Ex. A at Section 8.03, p.35).

5. Yippy seeks narrow, status-quo preserving relief pending arbitration, including orders requiring Globalstar to: (a) preserve and secure Yippy servers, software, data, backups, and logs; (b) disclose locations and custodianship of the nine co-located servers and any derived or modified copies/images/migrations; (c) restore administrative access and cooperate with agreed forensic imaging; (d) produce core “books and records” necessary to conduct the contractually authorized audit; (e) preserve evidence relating to the August 2025 surveillance incident and related communications; and (f) refrain from interference with Yippy’s audit and property rights.

JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332 and/or 9 U.S.C. §§ 1–16 (Federal Arbitration Act), and has authority to enter provisional relief in aid of arbitration.

7. Venue is proper in this District under 28 U.S.C. § 1391 and because interim injunctive relief in aid of arbitration is authorized by contract in a court of competent jurisdiction. The Access Agreement is governed by the laws of the State of New York.

PARTIES

8. Petitioner is a corporation organized and existing under the laws of the State of Nevada with its principal place of business in Miami, Florida.

9. Respondent is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Covington, Louisiana.

FACTUAL ALLEGATIONS

A. The Access Agreement, Reporting, and Audit Rights

10. The Access Agreement governs Globalstar’s provision of access to Yippy’s services to Globalstar’s subscribers. *See* Exhibit A.

11. The Access Agreement includes audit provisions granting Petitioner audit rights and requiring Respondent to maintain and provide access to Respondent’s books and records relevant to the purchase of Petitioner’s services by Respondent’s subscribers. *See* Exhibit A at Section 2.02(g).

12. The Access Agreement further provides that any party may commence a proceeding in any court of competent jurisdiction for injunctive relief in aid of arbitration. *See* Exhibit A at Section 8.03.

B. Respondent’s Obstruction of Audit and Refusal to Provide Books and Records

13. By letter dated September 19, 2025, Yippy notified Globalstar of material disputes arising under the Access Agreement. *See* Exhibit B.

14. By letter dated October 10, 2025, Globalstar acknowledged receipt of Yippy’s September 19 letter and scheduled a meeting to discuss the issues raised in Yippy’s letter. *See* Exhibit C.

15. On October 17, 2025, Yippy through its counsel served a written demand invoking its audit rights and requesting system-of-record information needed to verify royalties, subscriber counts, device activations, usage, and end user license agreement (“EULA”) acceptance. *See* Exhibit D.

16. Globalstar, through counsel, attempted to narrow the audit to incomplete spread sheets and contended that restoration of server/system access is not part of the audit process, while simultaneously acknowledging it was still “locating the servers.” *See* Exhibit E.

17. On November 5, 2025, a preliminary audit conducted by a forensic accountant retained by Yippy found that “[r]estoration of Yippy’s credentials is the exclusive mechanism to enable a forensic audit of Globalstar’s subscriber records, billing systems and royalty calculations – as required under the license and Access Agreement.” *See* Exhibit F.

18. On November 13, 2025, Yippy issued a Notice of Default detailing Globalstar’s audit obstruction. *See* Exhibit G.

19. Yippy’s Notice of Default explained that Yippy required auditable source-level records (e.g., customer-level billing, activation/authentication logs, device and usage logs, EULA acceptance logs, and reseller/MSA account files) to validate the completeness and accuracy of Globalstar’s reporting. *See* Exhibit G.

20. Yippy’s Notice of Default also set out Yippy’s non-contractual conversion and IP misappropriation claim based on the server lockout and ongoing deprivation of possession, and states that claim is not subject to the arbitration requirement. *See* Exhibit G.

C. Continued Possession and Control of Yippy-Owned Servers; Denial of Access; Spoliation Risk

21. Globalstar has retained possession and control of Yippy-owned co-located servers and related environments.

22. Globalstar has further denied Yippy administrative access, including by using credentials to lock Yippy out of the servers and failing to reinstate Yippy’s access despite repeated demands.

23. Yippy has demanded that Globalstar identify the physical locations of all nine of Yippy's servers and any backups, images, and/or migrations, restore full administrative access, and make the systems available for forensic imaging under an agreed protocol.

24. Globalstar has refused Yippy's requests and stated that it is still "locating the servers." Globalstar's continued control over the systems and its admission that it is still "locating the servers" creates a substantial risk that evidence will be lost, altered, or rendered inaccessible absent an immediate preservation and access order.

D. Surveillance Incident and Related Preservation Concerns

25. On or about August 22, 2025, during a confidential meeting in Covington, Louisiana involving Mr. Granville and a former Globalstar executive who provided information regarding Globalstar's conduct, a Globalstar-affiliated individual appeared, monitored the meeting, utilized electronic devices, and departed when photographed. A police incident report was opened on August 28, 2025. *See* Exhibit H.

26. By letter dated December 15, 2025, Yippy sought preservation of video, access-control logs, communications, and device data relating to the surveillance incident. *See* Exhibit I.

E. Dispute Resolution, Arbitration, and Need for Provisional Relief

27. On September 19, 2025, Yippy served a Notice of Dispute / Notice in Aid of Arbitration invoking the parties' dispute-resolution procedures and requesting a meet-and-confer. *See* Exhibit B.

28. On October 10, 2025, Globalstar, through its representative Tim Taylor, acknowledged the Notice of Dispute and invoked the contractual dispute-resolution meeting requirement, proposing a meeting date/time. *See* Exhibit C.

29. The parties held a meeting on October 28, 2025. The issues raised in Yippy's letters dated September 19, 2025, and October 17, 2025, were not resolved at the October 28 meeting.

30. Yippy seeks provisional relief solely to preserve the status quo and prevent irreparable harm pending arbitration, as expressly contemplated by the Access Agreement.

CLAIMS FOR RELIEF

Count I – Injunctive Relief in Aid of Arbitration

31. Yippy repeats and realleges the allegations set forth in paragraphs 1 through 30 above as if fully set forth herein.

32. The Access Agreement authorizes injunctive relief in aid of arbitration where immediate relief is required to avoid irreparable injury and recognizes the inadequacy of money damages. (Ex. A).

33. Globalstar has obstructed audit rights, retained control of Yippy-owned systems and data, and created an ongoing risk of spoliation and evidence loss.

34. Absent interim relief, Yippy will suffer irreparable harm, including loss of control over proprietary systems and regulated software, inability to verify and recover ongoing underpayments, and heightened risk that evidence will be destroyed or altered.

Count II – Specific Performance

35. Yippy repeats and realleges the allegations set forth in paragraphs 1 through 34 above as if fully set forth herein.

36. Globalstar's refusal to provide books and records and to restore Yippy's server access is a violation of Yippy's audit rights under the Access Agreement.

37. Monetary damages are inadequate and Yippy is entitled to Globalstar's specific performance of its obligations under the Access Agreement.

Count III – Declaratory Relief

38. Yippy repeats and realleges the allegations set forth in paragraphs 1 through 38 above as if fully set forth herein.

39. An actual controversy exists regarding (a) Yippy’s audit rights and Globalstar’s obligations to provide books and records and access; (b) the location, preservation, and return of Yippy-owned servers and software; and (c) Yippy’s right to injunctive relief in aid of arbitration. (Exs. A, B).

40. Yippy is entitled to declaratory relief declaring the parties’ rights and obligations under the Access Agreement.

PRAYER FOR RELIEF

WHEREFORE, Yippy respectfully requests that the Court enter judgment requiring and compelling defendant to : (a) deliver a complete, reconciled royalty accounting for the period from December 2015 through the most recent billing period and produce proof of EULA execution for all reported accounts; (b) restore Yippy’s full administrative access to the Yippy services systems and environments within Globalstar’s custody or control; (c) produce the complete set of books and records relevant to the purchase of Yippy services pursuant to the audit rights provision of the Access Agreement; and (d) identify the current physical locations of all nine Yippy co-located servers and any backups, images, or migrations thereof, and make the servers and any cloud-hosted instances thereof for immediate forensic examination under a mutually agreed-upon protocol; and granting such other and further relief as the court deems just, proper and equitable.

Dated: Middle Village, NY
January 21, 2026

/s/ Mark L. Cortegiano
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