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12
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14 SHOWTIME NETWORKS INC.

15
16 **UNITED STATES DISTRICT COURT**
17 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19 SHOWTIME NETWORKS INC.,

20 Plaintiff,

21 v.

22 JOHN DOE 1 d/b/a Kopa Mayweather
23 d/b/a <Livestreamhdq.com>;
24 <mayweathervsmcgregor.livestreamhdq.c
25 om>;
26 <mayweathermcgregor.livestreamhdq.co
27 m>;
28 <mcgregorvsmayweather.livestreamhdq.c
om>; and JOHN DOE 2 d/b/a Mickel
Edwards d/b/a
<Floydmayweatherconormcgregor.us>;
<Floydmayweathervsconormcgregorfight.
us>;<Floydmayweathervsmcgregor.us>;<
Mayweathermcgregorfight.us>;<Mayweat
hermcgregorlivefight.us>;<Mayweathervs
conorlive.us>;<Mayweathervsconormcgre
gorlive.us><Mayweathervsmcgregor.us>;
<Mayweathervsmcgregor2017live.us>;<
Mayweathervsmcgregorboxing.us>;<May
weathervsmcgregorbuytickets.us>;<May

CASE NO. 2:17-cv-6041

COMPLAINT FOR:

- (1) DIRECT FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 411(c), 501, et seq.);**
- (2) CONTRIBUTORY FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 411(c), 501, et seq.);**
- (3) VICARIOUS FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 411(c), 501, et seq.);**

1 weathervs-
2 mcgregorlive.us>;<Mayweather-vs-
3 mcgregorlive.us>;<Mayweather-vs-
4 mcgregor-live.us>;
5 <Mayweathervsmcgregorliveboxing.us>;
6 <Mayweathervsmcgregorlive-
7 boxing.us>;<Mayweathervsmcgregorlive-
8 fight.us>;<Mayweathervsmcgregorlive-
9 online.us>;<Mayweathervsmcgregorlive-
10 ppv.us>;<Mayweathervsmcgregor-live-
11 stream.us>;<Mayweathervs-
12 mcgregorlivestream.us>;<Mayweathervs-
13 mcgregorlive-stream.us>; <Mayweather-
14 vs-mcgregorlivestream.us>;
15 <Mayweathervs-
16 mcgregorlivestreaming.us>;<Mayweather
17 -vs-mcgregorlivestreaming.us>;
18 <Mayweathervsmcgregorppvbuys.us>;
19 <Mayweathervsmcgregorppvfight.us>;
20 <Mcgregorvsfloydmayweather.us>;
21 <Mcgregorvsmayweatherppvfight.us>;
22 <Watchconormcgregorfightonline.us>;
23 <Watchmayweathervsmcgregorlive.us>;
24 <Watchmayweathervsmcgregorlivestream
25 .us>;<Watchmayweathervsmcgregorlivefi
26 ght.us>;<Watchmayweathervsmcgregorp
27 pvfight.us>;<Watchmcgregorvsmayweath
28 er.us>;<Watchmcgregorvsmayweatherliv
e.us>;
<Watchmcgregorvsmayweatherlivestream
.us>; <mayweathervs-mcgregor.us>;
<mayweathervsmcgregorliveonline.us>;
<mayweathervsmcgregorliveppv.us>;
<mayweathervsmcgregorlivestream>; and
<mayweathervsmcgregorppvbuys.us> and
JOHN DOES 3-10 inclusive,

Defendants.

1 Plaintiff Showtime Networks Inc. (“Plaintiff”), complaining of Defendants
2 JOHN DOE 1 d/b/a Kopa Mayweather d/b/a <Livestreamhdq.com>;
3 <mayweathervsmcgregor.livestreamhdq.com>;
4 <mayweathermcgregor.livestreamhdq.com>; and
5 <mcgregorvsmayweather.livestreamhdq.com>; and JOHN DOE 2 d/b/a Mickel
6 Edwards d/b/a <Floydmayweatherconormcgregor.us>;
7 <Floydmayweathervsconormcgregorfight.us>;<Floydmayweathervsmcgregor.us>;
8 <Mayweathermcgregorfight.us>;<Mayweathermcgregorlivefight.us>;<Mayweatherv
9 sconorlive.us>;<Mayweathervsconormcgregorlive.us><Mayweathervsmcgregor.us>;
10 <Mayweathervsmcgregor2017live.us>;<Mayweathervsmcgregorboxing.us>;<Maywe
11 athervsmcgregorbuytickets.us>;<Mayweathervs-mcgregorlive.us>;<Mayweather-vs-
12 mcgregorlive.us>;<Mayweather-vs-mcgregor-live.us>;
13 <Mayweathervsmcgregorliveboxing.us>;<Mayweathervsmcgregorlive-
14 boxing.us>;<Mayweathervsmcgregorlive-fight.us>;<Mayweathervsmcgregorlive-
15 online.us>;<Mayweathervsmcgregorlive-ppv.us>;<Mayweathervsmcgregor-live-
16 stream.us>;<Mayweathervs-mcgregorlivestream.us>;<Mayweathervs-mcgregorlive-
17 stream.us>; <Mayweather-vs-mcgregorlivestream.us>; <Mayweathervs-
18 mcgregorlivestreaming.us>;<Mayweather-vs-mcgregorlivestreaming.us>;
19 <Mayweathervsmcgregorppvbuys.us>;<Mayweathevsmcgregorppvfight.us>;
20 <Mcgregorvsfloydmayweather.us>;<Mcgregorvsmayweatherppvfight.us>;
21 <Watchconormcgregorfightonline.us>;<Watchmayweathervsmcgregorlive.us>;
22 <Watchmayweathervsmcgregorlivestream.us>;<Watchmayweathevsmcgregorlivefig
23 ht.us>;<Watchmayweathevsmcgregorppvfight.us>;<Watchmcgregorvsmayweather.u
24 s>;<Watchmcgregorvsmayweatherlive.us>;<Watchmcgregorvsmayweatherlivestream
25 .us>; <mayweathervs-mcgregor.us>; <mayweathervsmcgregorliveonline.us>;
26 <mayweathervsmcgregorliveppv.us>; <mayweathervsmcgregorlivestream.us>; and
27 <mayweathervsmcgregorppvbuys.us>; and JOHN DOES 3-10 inclusive (collectively,
28 “Defendants”), alleges as follows:

JURISDICTION AND VENUE

1
2 1. This lawsuit arises from Defendants’ anticipated knowing and
3 intentional violation of the federal Copyright Act (17 U.S.C. §§ 101, *et seq.*).

4 2. This Court has subject matter jurisdiction pursuant to 17 U.S.C. §§
5 411(c) and 501, and pursuant to 28 U.S.C. § 1331, and § 1338(a).

6 3. Venue in this district is proper pursuant to 28 U.S.C. § 1391.

7 4. Plaintiff is informed and believes and on that basis alleges that personal
8 jurisdiction in this District is proper because each Defendant, without consent or
9 permission of Plaintiff, is offering and intends to distribute over the Internet
10 copyrighted works for which Plaintiff will own certain exclusive rights granted by the
11 Copyright Act when those works are fixed in a tangible medium of expression
12 simultaneously with their first transmission. On information and belief, such
13 unlawful distribution is expected to occur in every jurisdiction in the United States,
14 including this one.

15 5. In addition, Plaintiff is also informed and believes and on that basis
16 alleges that Defendants are deliberately exploiting the California market for profit
17 and have entered into one or more contracts with California companies for services
18 that are necessary to keep the websites at issue in this complaint operating.

THE PARTIES

19
20 6. Plaintiff Showtime Networks Inc. (“Showtime”) is a company
21 organized and existing under the laws of Delaware, having its principal place of
22 business at 1633 Broadway, 16th Floor, New York, New York 10019.

23 7. Plaintiff is currently unaware of the identities of Defendant John Doe 1
24 d/b/a Kopa Mayweather d/b/a <Livestreamhdq.com>;
25 <mayweathervsmcgregor.livestreamhdq.com>;
26 <mayweathermcgregor.livestreamhdq.com>; and
27 <mcgregorvsmayweather.livestreamhdq.com>; (hereafter “LiveStreamHDQ”),
28 John Doe 2 d/b/a Mickel Edwards d/b/a, <Floydmayweatherconormcgregor.us>;

1 <Floydmayweathervsconormcgregorfight.us>;<Floydmayweathervsmcgregor.us>;
 2 <Mayweathermcgregorfight.us>;<Mayweathermcgregorlivefight.us>;<Mayweatherv
 3 sconorlive.us>;<Mayweathervsconormcgregorlive.us><Mayweathervsmcgregor.us>;
 4 <Mayweathervsmcgregor2017live.us>;<Mayweathervsmcgregorboxing.us>;<Maywe
 5 athervsmcgregorbuytickets.us>;<Mayweathervs-mcgregorlive.us>;<Mayweather-vs-
 6 mcgregorlive.us>;<Mayweather-vs-mcgregor-live.us>;
 7 <Mayweathervsmcgregorliveboxing.us>;<Mayweathervsmcgregorlive-
 8 boxing.us>;<Mayweathervsmcgregorlive-fight.us>;<Mayweathervsmcgregorlive-
 9 online.us>;<Mayweathervsmcgregorlive-ppv.us>;<Mayweathervsmcgregor-live-
 10 stream.us>;<Mayweathervs-mcgregorlivestream.us>;<Mayweathervs-mcgregorlive-
 11 stream.us>; <Mayweather-vs-mcgregorlivestream.us>; <Mayweathervs-
 12 mcgregorlivestreaming.us>;<Mayweather-vs-mcgregorlivestreaming.us>;
 13 <Mayweathervsmcgregorppvbuys.us>;<Mayweathevsmcgregorppvfight.us>;
 14 <Mcgregorvsfloydmayweather.us>;<Mcgregorvsmayweatherppvfight.us>;
 15 <Watchconormcgregorfightonline.us>;<Watchmayweathervsmcgregorlive.us>;<Wat
 16 chmayweathervsmcgregorlivestream.us>;<Watchmayweathevsmcgregorlivefight.us
 17 >;<Watchmayweathevsmcgregorppvfight.us>;<Watchmcgregorvsmayweather.us>;<
 18 Watchmcgregorvsmayweatherlive.us>;<Watchmcgregorvsmayweatherlivestream.us>
 19 ; <mayweathervs-mcgregor.us>; <mayweathervsmcgregorliveonline.us>;
 20 <mayweathervsmcgregorliveppv.us>; <mayweathervsmcgregorlivestream.us>; and
 21 <mayweathervsmcgregorppvbuys.us>, and John Does 3-10, who are, on information
 22 and belief, assisting Defendant John Does 1 and 2 in the unauthorized live Internet
 23 stream of the Coverage (as defined in Paragraph 12, *infra*), and therefore sue these
 24 Defendants by such fictitious names.

PLAINTIFF'S RIGHTS

26 8. This action relates to the coverage of the highly anticipated
 27 championship boxing match between the legendary undefeated boxer Floyd
 28

1 Mayweather, Jr. (“Mayweather”) and the reigning Ultimate Fighting Championship
2 (“UFC”) Lightweight Champion Conor McGregor (“McGregor”), which will occur
3 on Saturday, August 26, 2017 at the T-Mobile Arena in Paradise, Nevada (the
4 “Fight”).

5 9. The Fight has garnered widespread media coverage and public interest,
6 pitting a traditional boxing legend against a verifiable mixed martial arts superstar.
7 Mayweather is undefeated with a perfect 49-0 record, having earned nine major
8 world titles and headlined five of the six highest-grossing fights in history, and
9 coming out of retirement specifically for this Fight. McGregor is the only fighter in
10 UFC history to hold championship titles in two different divisions simultaneously,
11 and is currently the reigning UFC Lightweight division Champion.

12 10. Mayweather and McGregor embarked on an international press tour for
13 the Fight, holding press conferences in Los Angeles, New York, Toronto and
14 London. Much of the promotion and marketing for the Fight has centered on
15 California, which is one of the most important boxing markets in the country. The
16 Los Angeles press conference announcing the Fight received extensive coverage in
17 California and throughout the country, including by nationally recognized news
18 outlets such as *Time Magazine*, *Forbes*, *Rolling Stone* and *The Washington Post*.
19 California news outlets have also devoted significant resources to covering the
20 Fight.

21 11. The Fight will be fixed as an audiovisual recording by an authorized
22 camera and production crew at the same time it is being transmitted live to
23 consumers throughout the world including via licensed pay-per-view access.

24 12. In the United States, the live transmission and/or performance will be
25 produced exclusively by Plaintiff. The live transmission and/or performance of the
26 Fight and the preceding undercard bouts are referred to in this Complaint as the
27 “Coverage.”

28 ///

1 13. Plaintiff owns and controls the exclusive rights to, among other rights,
2 reproduce and transmit the Coverage within the United States and Canada.

3 14. Plaintiff intends to register the copyright in the Coverage within three
4 months after August 26, 2017.

5 15. Consumers in the United States will be able to purchase pay-per-view
6 access to the Coverage from Showtime and its licensed distributors (the “Licensed
7 Distributor(s)”), which Coverage will commence at approximately 9:00 p.m. Eastern
8 Time on August 26, 2017, with three undercard bouts and then the Fight itself,
9 continuing until the Fight’s conclusion. Consumers in the United States can
10 purchase such access to the Coverage from a Licensed Distributor for a retail price
11 in the range of \$89.95-\$99.99.

12 16. An article published on June 28, 2017, on the Forbes website noted that
13 the Fight “will redefine the term profitable sporting event on August 26 when it
14 breaks all of [Mayweather’s] previous financial records for a single bout – the uber-
15 lucrative fight with Manny Pacquiao included.”

16 17. Other than Plaintiff’s Licensed Distributors, there are no distributors
17 authorized to provide live pay-per-view access to the Coverage in the United States
18 and Canada. Defendants are not Licensed Distributors.

19 **DEFENDANTS’ UNLAWFUL CONDUCT**

20 18. The Defendants are seeking to benefit from this high profile live Fight
21 by infringing the rights of Plaintiff.

22 19. The website operated by Defendant John Doe 1, <Livestreamhdq.com>
23 (“LiveStreamHDQ”), is an illicit live streaming website. Plaintiff has had extensive
24 experience trying to prevent live streaming websites from engaging in the
25 unauthorized reproduction and distribution of Plaintiff’s copyrighted works in the
26 past. In addition to bringing litigation, this experience includes sending cease and
27 desist demands to LiveStreamHDQ in response to its unauthorized live streaming of
28 the record-breaking fight between Floyd Mayweather, Jr. and Manny Pacquiao.

1 20. LiveStreamHDQ has set up three separate websites containing the
2 words “Mayweather” and “McGregor” in the website address (collectively
3 “LiveStreamHDQ Websites”):

- 4 a. <Mayweathervsmcgregor.livestreamhdq.com>;
- 5 b. <Mayweathermcgregor.livestreamhdq.com>; and
- 6 c. <Mcgregorvsmayweather.livestreamhdq.com>.

7 Each of these websites advertises and promotes an unauthorized live stream
8 of the Fight. See **Exhibits 1-3**.

9 21. The registrant information for the LiveStreamHDQ Websites includes
10 the unverified name “Kopa Mayweather,” an incomplete postal address, an invalid
11 phone number, and the email address sahed5474@gmail.com.

12 22. In addition to operating the three LiveStreamHDQ Websites referenced
13 above, on information and belief, LiveStreamHDQ is also involved in the operation
14 of a network of at least forty-one other affiliate websites that have been created
15 specifically to target people searching for a way to access a live stream of the Fight
16 online. In order to specifically target consumers of the Fight, the below forty-one
17 websites have been created using the names of the fighters in the website address,
18 and all end in the “.us” country code top-level domain (collectively the “.US
19 Affiliate Websites).

- 20 (1) <Floydmayweatherconormcgregor.us>;
- 21 (2) <Floydmayweathervsconormcgregorfight.us>;
- 22 (3) <Floydmayweathervsmcgregor.us>;
- 23 (4) <Mayweathermcgregorfight.us>;
- 24 (5) <Mayweathermcgregorlivefight.us>;
- 25 (6) <Mayweathervsconorlive.us>;
- 26 (7) <Mayweathervsconormcgregorlive.us>;
- 27 (8) <Mayweathervsmcgregor2017live.us>;
- 28 (9) <Mayweathervsmcgregorboxing.us>;

- 1 (10) <Mayweathervsmcgregorbuytickets.us>;
- 2 (11) <Mayweathervs-mcgregorlive.us>;
- 3 (12) <Mayweather-vs-mcgregorlive.us>;
- 4 (13) <Mayweather-vs-mcgregor-live.us>;
- 5 (14) <Mayweathervsmcgregorliveboxing.us>;
- 6 (15) <Mayweathervsmcgregorlive-boxing.us>;
- 7 (16) <Mayweathervsmcgregorlive-fight.us>;
- 8 (17) <Mayweathervsmcgregorlive-online.us>;
- 9 (18) <Mayweathervsmcgregorlive-ppv.us>;
- 10 (19) <Mayweathervsmcgregor-live-stream.us>;
- 11 (20) <Mayweathervs-mcgregorlivestream.us>;
- 12 (21) <Mayweathervs-mcgregorlive-stream.us>;
- 13 (22) <Mayweather-vs-mcgregorlivestream.us>;
- 14 (23) <Mayweathervs-mcgregorlivestreaming.us>;
- 15 (24) <Mayweather-vs-mcgregorlivestreaming.us>;
- 16 (25) <Mayweathervsmcgregorppvbuys.us>;
- 17 (26) <Mayweathevsmcgregorppvfight.us>;
- 18 (27) <Mcgregorvsfloydmayweather.us>;
- 19 (28) <Mcgregorvsmayweatherppvfight.us>;
- 20 (29) <Watchconormcgregorfightonline.us>;
- 21 (30) <Watchmayweathervsmcgregorlive.us>;
- 22 (31) <Watchmayweathervsmcgregorlivestream.us>;
- 23 (32) <Watchmayweathevsmcgregorlivefight.us>;
- 24 (33) <Watchmayweathevsmcgregorppvfight.us>;
- 25 (34) <Watchmcgregorvsmayweather.us>;
- 26 (35) <Watchmcgregorvsmayweatherlive.us>;
- 27 (36) <Watchmcgregorvsmayweatherlivestream.us>;
- 28 (37) <mayweathervs-mcgregor.us>;

- 1 (38) <Mayweathervsmcgregorliveonline.us>;
- 2 (39) <Mayweathervsmcgregorliveppv.us>;
- 3 (40) <Mayweathervsmcgregorlivestream.us>; and
- 4 (41) <Mayweathervmgregorppvbuys.us>.

5 23. The registrant information for the .US Affiliate Websites includes the
6 unverified name “Mickel Edwards,” an incomplete postal address, an invalid phone
7 number, and the email address jhonjovenjr@gmail.com.

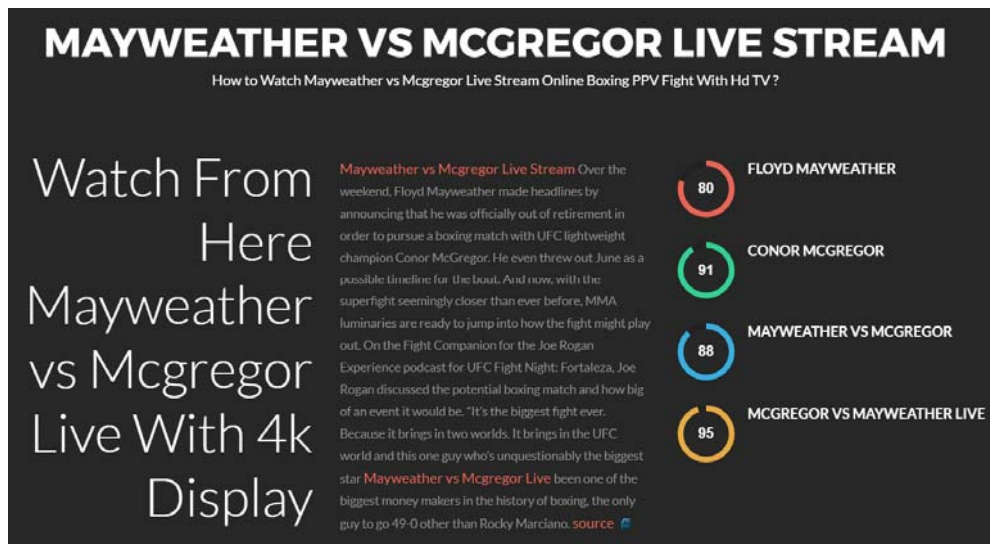
8 24. The LiveStreamHDQ Websites and .US Affiliate Websites have
9 overlapping and interrelated email addresses and IP addresses, which on information
10 and belief demonstrate that they are all part of the same network designed to
11 distribute an illegal live stream feed of the Coverage.

12 25. The content on the LiveStreamHDQ Websites and .US Affiliate
13 Websites promotes, markets and evidences an intention to infringe Plaintiff’s rights
14 by offering unauthorized access to a live stream of the Coverage without
15 authorization.

16 26. For example, as of the date of this writing, the home page of
17 <Mayweathervsmcgregor.livestreamhdq.com> states “Watch From Here
18 Mayweather vs McGregor Live with 4k Display.” In addition to including this
19 statement on the home page, LiveStreamHDQ has also optimized the content of that
20 website by stuffing it with keywords related to the Fight, including a title that reads
21 “WELCOME TO VISIT FOR MAYWEATHER VS MCGREGOR WEBSITE
22 [sic],” and several subtitles that read: “Mayweather vs McGregor Boxing fight News
23 24/7: Live video Will Stream on the air. Join With us for live coverage and the full
24 viewing schedule. Mayweather vs McGregor Live on June From [sic];” “Watch
25 Now Mayweather vs McGregor Live Stream [sic];” and “Mayweather vs McGregor
26 Live Stream How to Watch Mayweather vs McGregor Live Stream Online Boxing
27 PPV Fight With Hd TV?” A representative sample of these statements appearing on

28 ///

1 the home page of <Mayweathervsmcgregor.livestreamhdq.com> is depicted in the
2 graphic below:



12 27. Further, the .US Affiliate Websites are all currently formatted as
13 Mayweather v. McGregor blogs populated with articles that are stuffed with
14 keywords related to the Fight. For example, the website located at <Mayweather-
15 vs-mcgregor-live.us> has a home page bearing the title “Mayweather vs McGregor
16 Live – Online Boxing Fight” and features links to several posts containing articles
17 that appear to be about the Fight. The <Mayweather-vs-mcgregor-live.us> home
18 page also includes the following subtitles: “Mayweather vs McGregor Live Fight
19 Online at Boxing Floyd Mayweather vs Connor McGregor Fight Live Streaming
20 From Las Vegas, MGM Grand, 2017 [sic].” In addition, the website includes links
21 to previous posts titled “Watch Mayweather vs McGregor Live: Floyd Mayweather
22 vs Conor McGregor Is the Kind of Circus Matchup That Only Boxing Allows;”
23 “Mayweather vs Mcgregor Fight Live Online Stream;” “Explanation of Confirming
24 Mayweather vs Mcgregor Live Fight;” “How to Watch Mayweather vs Mcgregor
25 Live Stream To Online Any Place;” “Mayweather vs Mcgregor Live Boxing Tickets
26 Online;” and “Floyd Mayweather vs Mcgregor Live Fight Streaming Online.”

27 28. On information and belief, Plaintiff alleges that Defendants have
28 engaged in such keyword stuffing as a form of search engine optimization in an

1 effort to attract as much web traffic as possible in the form of Internet users
2 searching for a way to access a live stream of the Fight.

3 29. The success of these search engine optimization efforts is reflected in
4 the high-ranking positions of several of LiveStreamHDQ Websites and .US Affiliate
5 Websites in search results for searches that would typically be run by Internet users
6 seeking access to a live stream of the Fight.

7 30. For example, a Google search for “Mayweather McGregor Live”
8 resulted in the following four websites being included in the top one-hundred search
9 results:

10 #11: <Mayweathervsmcgregor.livestreamhdq.com>

11 #38: <Mayweather-vs-mcgregor-live.us>

12 #51: <Mayweathervsmcgregorliveboxing.us>

13 #93: <Watchmayweathervsmcgregorlive.us>

14 31. Another Google search for “Watch Mayweather McGregor Fight
15 Online” yielded similar results. That search resulted in the following five websites
16 being included in the top one-hundred search results:

17 #6 <Mayweathervsmcgregor.livestreamhdq.com>

18 #16 <Mayweather-vs-mcgregor-live.us>

19 #21 <Watchconormcgregorfightonline.us>

20 #39 <Mayweather-vs-mcgregorlivestream.us>

21 #63 <Mayweather-vs-mcgregorlive.us>

22 32. Based on LiveStreamHDQ’s prior conduct in promoting and offering
23 unauthorized live streams of other fights, Plaintiff is informed and believes and on
24 that basis alleges that the .US Affiliate Websites will – just before the Fight is
25 broadcast – be populated with links to the LiveStreamHDQ Websites where offers
26 to live stream the Coverage will be made available. These unauthorized streams are
27 provided for the commercial gain of the pirates, typically by charging a fee,
28 advertising, or both.

1 33. Plaintiff has not authorized anyone to offer live streams of the
2 Coverage on or through the LiveStreamHDQ Websites or .US Affiliate Websites.

3 34. Plaintiff is informed and believes and on that basis alleges that
4 Defendants intend to acquire the infringing stream from one or more third parties
5 who intend to stream the Coverage without authorization.

6 35. Plaintiff is informed and believes and on that basis alleges that
7 Defendants know or have reason to know that one or more third parties will obtain
8 the infringing stream from their websites and will redistribute it through other
9 websites.

10 36. Defendants' anticipated infringement will cause Plaintiff severe and
11 irreparable harm.

12 37. In distributing the Coverage and/or aiding the distribution of the
13 Coverage through unauthorized channels, Defendants will unlawfully usurp
14 exclusive benefits belonging to Plaintiff under the Copyright Act, including the
15 exclusive rights of reproduction, public performance and distribution, among other
16 rights.

17 38. Defendants' anticipated unlawful distribution will impair the
18 marketability and profitability of the Coverage, and interfere with Plaintiff's own
19 authorized distribution of the Coverage, because Defendants will provide consumers
20 with an opportunity to view the Coverage in its entirety for free, rather than paying
21 for the Coverage provided through Plaintiff's authorized channels. This is
22 especially true where, as here, the work at issue is *live coverage of a one-time live*
23 *sporting event whose outcome is unknown.*

24 39. Defendants' unauthorized stream also threatens to irreparably harm
25 Plaintiff's relationships with consumers as well as Plaintiff's relationships with its
26 Licensed Distributors, who rely on consumer purchases of access to the Coverage.

27 40. Plaintiff's relationships with its Licensed Distributors and with
28 consumers depend on Plaintiff's ability to control when, where and under what

1 conditions the Coverage is distributed. Defendants, through their anticipated
2 infringing conduct, intend to attempt to interfere with those relationships.

3 41. Defendants' infringing stream also threatens to damage Plaintiff's
4 reputation with consumers, as Plaintiff cannot exercise any quality control over
5 Defendants' stream, which may be of inferior quality, subject to technical problems,
6 and may suffer from other quality problems that consumers will mistakenly
7 associate with Plaintiff.

8 42. In sum, Defendants' anticipated infringement not only denies Plaintiff
9 the benefits of its exclusive rights in the Coverage granted by the Copyright Act, but
10 it also threatens to irreparably harm Plaintiff's valuable relationships with its
11 Licensed Distributors and with consumers.

12 43. These harms cannot be adequately compensated by monetary damages.

13 44. Defendants have taken steps to conceal their true identities, locations,
14 and contact information from Plaintiff and from the public.

15 45. Plaintiff retained a private investigator who has tried diligently to
16 locate additional information about Defendants' identities or locations but has been
17 unsuccessful.

18 46. The only other contact information that Plaintiff has been able to locate
19 that may relate to Defendants is the following email addresses, which were
20 discovered by Plaintiff's investigator: sahedunix@gmail.com;
21 sahedroot@gmail.com; and canelolaralive@gmail.com.¹

22 47. Plaintiff served Defendants with an Advance Notice of Potential
23 Infringement pursuant to 37 C.F.R. § 201.22 on August 11, 2017 (the "Notice").
24 Plaintiff served the Notice on Defendants by email to each publicly available email
25 address and mailing address identified in the Whois database, as well as the other

26 ///

27 _____
28 ¹ The canelolaralive@gmail.com email address is based on the combination of two names, Saúl "Canelo" Álvarez and Erislandy Lara, boxers who fought in Las Vegas on July 12, 2014.

1 related email addresses that Plaintiff’s investigator was able to locate. A true and
2 correct copy of each served Notice is attached hereto as **Exhibit 4**.

3 48. In each Notice, Plaintiff advised Defendants of Plaintiff’s rights and
4 demanded that Defendants: 1) remove all references to streaming the Coverage; and
5 2) provide written assurance that they would not stream the Coverage. *See id.*

6 49. Plaintiff gave Defendants forty-eight hours to comply with these
7 demands. *See id.*

8 50. In sum, Plaintiff is informed and believes and on that basis alleges that
9 it served Defendants with the Notice at every publicly-available physical address
10 and email address that is related to Defendants. Plaintiff has received confirmation
11 that all copies of the Notice sent by email were delivered.

12 51. As of the date of this filing, Plaintiff has received just one response to
13 the Notice, from A.K.M. Rakibul Hasan at sahedroot@gmail.com, claiming that he
14 is merely a sports blogger and that his websites do not offer live streaming services.
15 His email does not, however, disclaim his connection to the LiveStreamHDQ
16 Websites nor the .US Affiliate Websites which offer to provide live streams of the
17 Coverage.

18 52. Based on the foregoing allegations, Plaintiff is informed and believes
19 that Defendants are on actual notice of Plaintiff’s rights but nevertheless intend to
20 proceed with their unauthorized and infringing live stream of the Coverage.

21 53. Defendants’ anticipated stream of the Coverage will infringe the
22 exclusive rights of reproduction, distribution and public performance belonging to
23 Plaintiff under the Copyright Act and will cause Plaintiff to suffer immediate and
24 irreparable damage.

25 54. Plaintiff now seeks immediate assistance from this Court pursuant to 17
26 U.S.C. § 411(c) and other applicable authority.

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FIRST CAUSE OF ACTION

(Direct Federal Copyright Infringement – Against All Defendants)

[17 U.S.C. §§ 411(c) & 501, *et seq.*]

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4 55. Plaintiff refers to, repeats and realleges all allegations contained in
5 Paragraphs 1 through 54 of this Complaint and incorporates them by reference as
6 though set forth in full.

7 56. At all relevant times, Plaintiff has owned and controlled exclusive
8 rights to reproduce and distribute the Coverage in the United States and Canada,
9 including transmitting the Coverage simultaneously as the undercard bouts and the
10 Fight occur live and the Coverage is fixed in a tangible medium of expression.

11 57. Plaintiff will own the copyright in the Coverage immediately upon its
12 fixation in a tangible medium of expression.

13 58. Plaintiff intends to register the copyright in the Coverage with the U.S.
14 Copyright Office within three months after August 26, 2017.

15 59. Plaintiff is informed and believes and on that basis alleges that
16 Defendants received the Notice more than forty-eight hours prior to the
17 commencement of the Coverage.

18 60. If not immediately enjoined and restrained, Defendants will willfully,
19 intentionally and knowingly reproduce, distribute and otherwise exploit the
20 Coverage without Plaintiff's authorization, consent or approval in violation of
21 Plaintiff's rights under the Copyright Act.

22 61. Plaintiff is informed and believes and on that basis alleges that
23 Defendants, and each of them, are fully aware of Plaintiff's rights, and Defendants
24 intend to infringe Plaintiff's rights willfully, knowingly and with wanton disregard.

25 62. In the absence of immediate, preliminary and permanent injunctive
26 relief, Defendants' conduct will cause Plaintiff irreparable harm for which there is
27 no adequate remedy at law, and will also damage Plaintiff in an amount which
28 cannot be accurately computed at this time.

SECOND CAUSE OF ACTION

(Contributory Federal Copyright Infringement – Against All Defendants)

[17 U.S.C. §§ 411(c) & 501, *et seq.*]

63. Plaintiff refers to, repeats and realleges all allegations contained in Paragraphs 1 through 62 of this Complaint and incorporates them by reference as though set forth in full.

64. At all relevant times, Plaintiff has owned and controlled exclusive rights to reproduce and distribute the Coverage in the United States and Canada, including transmitting the Coverage simultaneously as the undercard bouts and the Fight occur live and the Coverage is fixed in a tangible medium of expression.

65. Plaintiff will own the copyright in the Coverage immediately upon its fixation in a tangible medium of expression.

66. Plaintiff intends to register the copyright in the Coverage with the U.S. Copyright Office within three months after August 26, 2017.

67. Plaintiff is informed and believes and on that basis alleges that Defendants received the Notice more than forty-eight hours prior to the commencement of the Coverage.

68. Plaintiff is informed and believes and on that basis alleges that Defendants will materially contribute to direct infringement of its rights in the Coverage by others, including without limitation third parties from whom Defendants acquire the infringing stream and third parties who use other websites to redistribute the infringing stream from the LiveStreamHDQ Websites and/or .US Affiliate Websites. Each such violation of Plaintiff's rights constitutes a separate and distinct act of copyright infringement.

69. Defendants will be liable as contributory infringers for each such act of copyright infringement. Defendants have knowledge of this infringement, including without limitation because Plaintiff notified them that streaming the Coverage infringes Plaintiff's rights.

1 70. Despite being on actual notice that their conduct will infringe
2 Plaintiff's rights, Defendants continue to represent to Plaintiff and to the public that
3 they intend to cause, enable, induce, facilitate and materially contribute to the
4 infringement by providing their users with unauthorized and infringing streams of
5 the Coverage.

6 71. Through the conduct described above, Defendants will be
7 contributorily liable for the infringement described herein.

8 72. Plaintiff is informed and believes and on that basis alleges that
9 Defendants, and each of them, are fully aware of Plaintiff's rights, and intend to
10 infringe Plaintiff's rights willfully, knowingly and with wanton disregard.

11 73. In the absence of immediate, preliminary and permanent injunctive
12 relief, Defendants' conduct will cause Plaintiff irreparable harm for which there is
13 no adequate remedy at law, and will also damage Plaintiff in an amount which
14 cannot be accurately computed at this time but will be proven at trial.

15 **THIRD CAUSE OF ACTION**

16 **(Vicarious Federal Copyright Infringement – Against All Defendants)**

17 **[17 U.S.C. §§ 411(c) & 501, *et seq.*]**

18 74. Plaintiff refers to, repeats and realleges all allegations contained in
19 Paragraphs 1 through 73 of this Complaint and incorporates them by reference as
20 though set forth in full.

21 75. At all relevant times, Plaintiff has owned and controlled exclusive
22 rights to reproduce and distribute the Coverage in the United States and Canada,
23 including transmitting the Coverage simultaneously as the undercard bouts and the
24 Fight occur live and the Coverage is fixed in a tangible medium of expression.

25 76. Plaintiff will own the copyright in the Coverage immediately upon its
26 fixation in a tangible medium of expression.

27 77. Plaintiff intends to register the copyright in the Coverage with the U.S.
28 Copyright Office within three months after August 26, 2017.

1 78. Plaintiff is informed and believes and on that basis alleges that
2 Defendants received the Notice more than forty-eight hours prior to the
3 commencement of the Coverage.

4 79. Plaintiff is informed and believes and on that basis alleges that third
5 parties will use the LiveStreamHDQ Websites and/or .US Affiliate Websites to
6 directly infringe Plaintiff's rights in the Coverage, including without limitation by
7 using other websites to redistribute the infringing stream from Defendants' websites.
8 Each such violation of Plaintiff's rights constitutes a separate and distinct act of
9 copyright infringement.

10 80. Defendants will be liable as vicarious infringers for the copyright
11 infringement committed via their websites. At all relevant times, Defendants (i)
12 have had the right and ability to control and/or supervise the infringing conduct of
13 third parties who will redistribute the infringing stream, and (ii) on information and
14 belief, have had a direct financial interest in and will benefit financially from, such
15 infringing conduct.

16 81. Plaintiff is informed and believes and on that basis alleges that
17 Defendants and each of them have the right and ability to supervise this infringing
18 conduct because, among other things, Defendants operate the LiveStreamHDQ
19 Websites and .US Affiliate Websites and exercise direct control over the content
20 that is made available through those websites, and the conditions under which such
21 content can be accessed.

22 82. Through the conduct described above, Defendants will be vicariously
23 liable for the infringement described herein.

24 83. Plaintiff is informed and believes and on that basis alleges that
25 Defendants, and each of them, are fully aware of Plaintiff's rights, and intend to
26 infringe Plaintiff's rights willfully, knowingly, and with wanton disregard.

27 84. In the absence of immediate, preliminary and permanent injunctive
28 relief, Defendants' conduct will cause Plaintiff irreparable harm for which there is

1 no adequate remedy at law, and will also damage Plaintiff in an amount which
2 cannot be accurately computed at this time but will be proven at trial.

3 **REQUEST FOR RELIEF**

4 WHEREFORE, Plaintiff requests that the Court:

5 1. Enter judgment for Plaintiff and enter a temporary restraining order,
6 preliminary injunction and permanent injunction:

7 a. Prohibiting Defendants and each of them, including without limitation
8 their agents, servants, employees, officers, attorneys, successors,
9 licensees, partners, and assigns and all other persons who receive actual
10 notice of the order and who are in active concert or participation with
11 any of them from:

- 12 i. making the Fight available for viewing by knowingly hosting,
13 linking to, distributing, reproducing, performing, selling, offering
14 for sale, making available for download, streaming or making any
15 other use of the Coverage or any portion thereof;
- 16 ii. taking any action that induces, causes or materially contributes to
17 the direct infringement of Plaintiff's rights in the Coverage by any
18 third party, including without limitation knowingly hosting,
19 linking to, distributing, reproducing, performing, selling, offering
20 for sale, making available for download, streaming or making any
21 other use of the Coverage or any portion thereof;
- 22 iii. otherwise infringing Plaintiff's rights in any manner, whether
23 directly, contributorily, vicariously or in any other way; and
- 24 iv. transferring or performing any function that results in the transfer
25 of the registration of the LiveStreamHDQ Websites or .US
26 Affiliate Websites to any other registrant or registrar.

27 b. Prohibiting Defendants and each of them, including without limitation
28 their agents, servants, employees, officers, attorneys, successors,

1 licensees, partners, and assigns and all those knowingly acting in active
2 concert or participation with any of them, from effecting assignments or
3 transfers, forming new entities or associations or utilizing any other
4 device for the purpose of circumventing or otherwise avoiding the
5 prohibitions set forth herein.

6 2. That the Court award Plaintiff actual damages, profits and/or statutory
7 damages pursuant to 17 U.S.C. § 504, at the election of Plaintiff.

8 3. That the Court award Plaintiff its costs of suit incurred herein, including its
9 attorneys' fees and investigators' fees incurred by Plaintiff in investigating
10 Defendants' unlawful conduct, as provided by applicable law.

11 4. That the Court retain jurisdiction of this action for the purpose of enabling
12 Plaintiff to apply to the Court at any time for such further orders and interpretation or
13 execution of any order entered in this action, for the modification of any such order,
14 for the enforcement or compliance therewith and for the punishment of any violations
15 thereof.

16 5. That the Court grant Plaintiff such other and further relief as it deems just
17 and equitable.

18

19 DATED: August 15, 2017

Respectfully submitted,
KILPATRICK TOWNSEND & STOCKTON LLP

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By: /s/ Dennis L. Wilson
DENNIS L. WILSON
Attorney for Plaintiff
SHOWTIME NETWORKS INC.

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