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8 SHOWTIME NETWORKS INC.

9  
10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
12 **WESTERN DIVISION**

13 SHOWTIME NETWORKS INC.,

CASE NO. 2:17-cv-6041

14 Plaintiff,

**COMPLAINT FOR:**

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

**(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.*);**

COMPLAINT

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       <Mayweathervsmcgregorppvbuys.us>;  
16       <Mayweathervsrmcgregorppvfight.us>;  
17       <Mcgregorvsfloydmayweather.us>;  
18       <Mcgregorvsmayweatherppvfight.us>;  
19       <Watchconormcgregorfightonline.us>;  
20       <Watchmayweathervsmcgregorlive.us>;  
21       <Watchmayweathervsmcgregorlivestream-  
22       .us>;<Watchmayweathervsrmcgregorlive-  
23       fight.us>;<Watchmayweathervsrmcgregor-  
24       ppvfight.us>;<Watchmcgregorvsmayweather-  
25       er.us>;<Watchmcgregorvsmayweatherliv-  
e.us>;  
26       <Watchmcgregorvsmayweatherlivestream-  
27       .us>; <mayweathervs-mcgregor.us>;  
28       <mayweathervsmcgregorliveonline.us>;  
29       <mayweathervsmcgregorliveppv.us>;  
30       <mayweathervsmcgregorlivestream>; and  
31       <mayweathervmcgregorppvbuys.us> and  
32       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 <mayweathervs.mcgregor.livestreamhdq.com>;  
4 <mayweathermcgregor.livestreamhdq.com>; and  
5 <mcgregorvs.mayweather.livestreamhdq.com>; and JOHN DOE 2 d/b/a Mickel  
6 Edwards d/b/a <Floydmayweatherconormcgregor.us>;  
7 <Floydmayweathervsconormcgregorfight.us>;<Floydmayweathervs.mcgregor.us>;  
8 <Mayweathermcgregorfight.us>;<Mayweathermcgregorlivefight.us>;<Mayweather  
9 sconorlive.us>;<Mayweathervsconormcgregorlive.us><Mayweathervs.mcgregor.us>;  
10 <Mayweathervs.mcgregor2017live.us>;<Mayweathervs.mcgregorboxing.us>;<Maywe  
11 athervsmcgregorbuylickets.us>;<Mayweathervs-mcgregorlive.us>;<Mayweather-vs-  
12 mcgregorlive.us>;<Mayweather-vs-mcgregor-live.us>;  
13 <Mayweathervs.mcgregorliveboxing.us>;<Mayweathervs.mcgregorlive-  
14 boxing.us>;<Mayweathervs.mcgregorlive-fight.us>;<Mayweathervs.mcgregorlive-  
15 online.us>;<Mayweathervs.mcgregorlive-ppv.us>;<Mayweathervs.mcgregor-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 <Mayweathervs.mcgregorppvbuys.us>;<Mayweathervs.mcgregorppvfight.us>;  
20 <Mcgregorvsfloydmayweather.us>;<Mcgregorvs.mayweatherppvfight.us>;  
21 <Watchconormcgregorfightonline.us>;<Watchmayweathervs.mcgregorlive.us>;  
22 <Watchmayweathervs.mcgregorlivestream.us>;<Watchmayweathervs.mcgregorlivefig  
23 ht.us>;<Watchmayweathervs.mcgregorppvfight.us>;<Watchmcgregorvs.mayweather.u  
24 s>;<Watchmcgregorvs.mayweatherlive.us>;<Watchmcgregorvs.mayweatherlivestream  
25 .us>; <mayweathervs-mcgregor.us>; <mayweathervs.mcgregorliveonline.us>;  
26 <mayweathervs.mcgregorliveppv.us>; <mayweathervs.mcgregorlivestream.us>; and  
27 <mayweathervs.mcgregorppvbuys.us>; and JOHN DOES 3-10 inclusive (collectively,  
28 “Defendants”), alleges as follows:

## **JURISDICTION AND VENUE**

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

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

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

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

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

## THE PARTIES

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

7. Plaintiff is currently unaware of the identities of Defendant John Doe 1 d/b/a Kopa Mayweather d/b/a <Livestreamhdq.com>; <mayweathervsmcgregor.livestreamhdq.com>; <mayweathermcgregor.livestreamhdq.com>; and <mcgregorvsmayweather.livestreamhdq.com>; (hereafter “LiveStreamHDQ”), 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>;<Mayweathervsrmcgregorppvfight.us>;  
 14 <Mcgregorvsfloydmayweather.us>;<Mcgregorvsmayweatherppvfight.us>;  
 15 <Watchconormcgregorfightonline.us>;<Watchmayweathervsmcgregorlive.us>;<Wat  
 16 chmayweathervsmcgregorlivestream.us>;<Watchmayweathervsrmcgregorlivefight.us  
 17 >;<Watchmayweathervsrmcgregorppvfight.us>;<Watchmcgregorvsmayweather.us>;<  
 18 Watchmcgregorvsmayweatherlive.us>;<Watchmcgregorvsmayweatherlivestream.us>  
 19 ; <mayweathervs-mcgregor.us>; <mayweathervsmcgregorliveonline.us>;  
 20 <mayweathervsmcgregorliveppv.us>; <mayweathervsmcgregorlivestream.us>; and  
 21 <mayweathervmcgregorppvbuys.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.

25 **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       ///

COMPLAINT

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

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

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

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

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

## **DEFENDANTS' UNLAWFUL CONDUCT**

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

19. The website operated by Defendant John Doe 1, <Livestreamhdq.com> (“LiveStreamHDQ”), is an illicit live streaming website. Plaintiff has had extensive experience trying to prevent live streaming websites from engaging in the unauthorized reproduction and distribution of Plaintiff’s copyrighted works in the past. In addition to bringing litigation, this experience includes sending cease and desist demands to LiveStreamHDQ in response to its unauthorized live streaming of 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) <Floydmayweathervsconorfight.us>;  
22                   (3) <Floydmayweathervsmcgregor.us>;  
23                   (4) <Mayweathermcgregorfight.us>;  
24                   (5) <Mayweathermcgregorlivefight.us>;  
25                   (6) <Mayweathervsconorlive.us>;  
26                   (7) <Mayweathervsconorlive.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) <MayweathervsrmcGregorppvfight.us>;  
18 (27) <McGregorvsfloydMayweather.us>;  
19 (28) <McGregorvsMayweatherppvfight.us>;  
20 (29) <WatchConorMcGregorfightonline.us>;  
21 (30) <WatchMayweathervsMcGregorlive.us>;  
22 (31) <WatchMayweathervsMcGregorlivestream.us>;  
23 (32) <WatchMayweathervsrmcGregorlivefight.us>;  
24 (33) <WatchMayweathervsrmcGregorppvfight.us>;  
25 (34) <WatchMcGregorvsMayweather.us>;  
26 (35) <WatchMcGregorvsMayweatherlive.us>;  
27 (36) <WatchMcGregorvsMayweatherlivestream.us>;  
28 (37) <Mayweathervs-McGregor.us>;

- 1 (38) <Mayweathervsmsgorliveonline.us>;
- 2 (39) <Mayweathervsmsgorliveppv.us>;
- 3 (40) <Mayweathervsmsgorlivestream.us>; and
- 4 (41) <Mayweathervsmsgorppvbuys.us>.

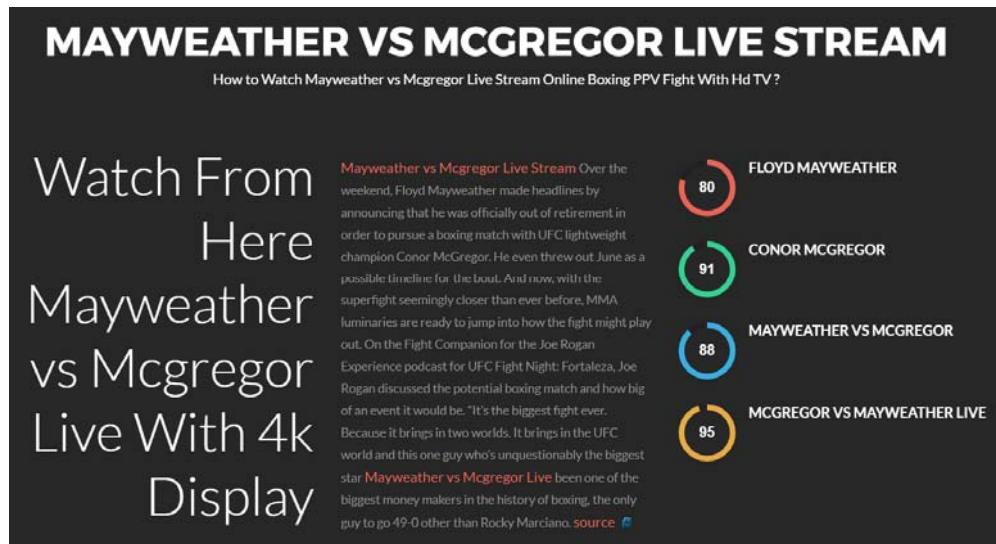
5 23. The registrant information for the .US Affiliate Websites includes the  
6 unverified name “Mickel Edwards,” an incomplete postal address, an invalid phone  
7 number, and the email address jhonjovenjr@gmail.com.

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 <Mayweathervsmsgor.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: <Mayweathervs.mcgregor.livestreamhdq.com>  
11 #38: <Mayweather-vs-mcgregor-live.us>  
12 #51: <Mayweathervs.mcgregorliveboxing.us>  
13 #93: <Watchmayweathervs.mcgregorlive.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 <Mayweathervs.mcgregor.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: sahedenunix@gmail.com;  
 21 sahedoroot@gmail.com; and canelolaralive@gmail.com.<sup>1</sup>

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 // /

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<sup>1</sup> The [canelolaralive@gmail.com](mailto:canelolaralive@gmail.com) email address is based on the combination of two names, Saúl "Canelo" Álvarez and  
 28 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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COMPLAINT

## **FIRST CAUSE OF ACTION**

## **(Direct Federal Copyright Infringement – Against All Defendants)**

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

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

56. 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.

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

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

59. 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.

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

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

62. In the absence of immediate, preliminary and permanent injunctive relief, Defendants' conduct will cause Plaintiff irreparable harm for which there is no adequate remedy at law, and will also damage Plaintiff in an amount which 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.

## THIRD CAUSE OF ACTION

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

[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,

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

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

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

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

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

DATED: August 15, 2017

Respectfully submitted,  
KILPATRICK TOWNSEND & STOCKTON LLP

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

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## COMPLAINT