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 15 SHOWTIME NETWORKS INC.,
 16 HOME BOX OFFICE, INC.,
 17 MAYWEATHER PROMOTIONS, LLC, and
 18 TOP RANK, INC.

19 **UNITED STATES DISTRICT COURT**
 20 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 21 **WESTERN DIVISION**

22 SHOWTIME NETWORKS INC.,
 23 HOME BOX OFFICE, INC.,
 24 MAYWEATHER PROMOTIONS, LLC
 25 and TOP RANK, INC.

26 Plaintiffs,

27 v.

28 JOHN DOE 1 d/b/a boxinghd.net, JOHN
 29 DOE 2 d/b/a sportship.org and d/b/a
 30 “Carlo Magno”, and JOHN DOES 3-10
 31 inclusive,

32 Defendants.

CASE NO. 2:15-CV-03147-GW-MRW

STATUS UPDATE REGARDING
<BOXINGHD.NET> AND
<SPORTSHIP.ORG>

1 Plaintiffs submit this status update because the content of <boxinghd.net> and
2 <sportship.org> has changed since Plaintiffs filed their pending *ex parte* application.
3 As of approximately 10:30 this morning, most of the content on <boxinghd.net>
4 appears to have been removed, and <sportship.org> only displays what appears to
5 be a file directory. True and correct printouts of pages from the two sites as they
6 appeared at approximately 10:30 a.m. on April 29, 2015 are attached to the Second
7 Supplemental Declaration of Christopher Varas as Exhibits J and K. This futile
8 effort by Defendants to obviate the need for a restraining order should fail.

9 First and foremost, these unilateral changes are compelling evidence that
10 Defendants have received Plaintiffs' Advance Notice of Potential Infringement and
11 other communications. The changes also confirm that Defendants know the live
12 stream they have been promoting will infringe Plaintiffs' rights.

13 Defendants' unilateral changes do not impact the need for an immediate
14 restraining order. Voluntary action by the defendant only moots a request for
15 injunctive relief when "the reform of the defendant [is] irrefutably demonstrated
16 and total." *Summit Entm't, LLC v. Beckett Media, LLC*, No. CV 09-8161 PSG
17 (MAN), 2010 WL 147958, at *4 (C.D. Cal. Jan. 12, 2010) quoting *Polo Fashions,*
18 *Inc. v. Dick Bruhn, Inc.*, 793 F.2d 1132, 1135 (9th Cir.1986). The recent changes to
19 <boxinghd.net> and <sportship.org> do not meet that standard.

20 In *Polo Fashions* the Ninth Circuit reversed the District Court's denial of
21 permanent injunctive relief in a case where the defendant voluntarily ceased its
22 infringement after the plaintiff filed suit. The court explained:

23 The defendants had willfully violated Polo's trademark rights. The
24 defendants refused to stop violating those rights until Polo brought suit
25 in federal district court. We should not require Polo also to introduce
26 concrete evidence that the defendants are likely to infringe again. If the
27 defendants sincerely intend not to infringe, the injunction harms them
28 little; if they do, it gives Polo substantial protection of its trademark.

1 *Polo Fashions, Inc.*, 793 F.2d at 1135-36. That reasoning applies here because the
2 changes to the sites do not evidence *any* reform by Defendants, much less
3 “irrefutable” evidence of “total” reform. To the contrary, the recent changes to the
4 sites underscore how quickly Defendants can unilaterally change the content on the
5 sites which continued to promote the infringing streams even after Plaintiffs served
6 the Advance Notice of Potential Infringement. If the Court does not grant Plaintiffs’
7 requested restraining order, nothing will stop Defendants from “flipping the switch”
8 on Saturday and proceeding with their planned infringement.

9 Moreover, it is possible that Defendants are still using <boxinghd.net> and
10 <sportship.org> or other websites to promote the infringing stream. For example
11 Defendants may have set up pages within the sites that are only accessible by
12 navigating to specific URL’s that are not known to Plaintiffs but which Defendants
13 could promote in forums and on third party sites, by emails to prior users or in other
14 ways not presently known to Plaintiffs. Defendants may also be promoting the
15 infringing stream on other sites that Plaintiffs have not discovered.

16 Finally, the removal of content from the two sites also confirms that
17 Plaintiffs’ requested restraining order will not harm Defendants in any way. *See*
18 *Polo Fashions, Inc.*, 793 F.2d at 1135-36. Accordingly, Plaintiffs remain entitled to
19 a restraining order that will prevent Defendants from infringing Plaintiffs’ rights in
20 the Coverage of this highly anticipated live sporting event.

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DATED: April 29, 2015

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON
LLP

By: /s/ Dennis L. Wilson
DENNIS L. WILSON

Attorneys for Plaintiffs

SHOWTIME NETWORKS INC., HOME
BOX OFFICE, INC., MAYWEATHER
PROMOTIONS, LLC AND TOP RANK, INC.