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10 CHEGG, Inc.

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION
14

15 CHEGG, INC.,
16 Plaintiff,
17
18 v.
19 VIKASA SWAMI, A/K/A @THEVIKASH,
AND JOHN DOES 1-3,
20 Defendants.

Case No. 3:22-cv-07326-CRB

CASE MANAGEMENT STATEMENT

Hon. Charles R. Breyer

1 Plaintiff Chegg Inc, (“Chegg” or “Plaintiff”) submits this CASE MANAGEMENT
2 STATEMENT pursuant to the Standing Order for All Judges of the Northern District of California
3 and Civil Local Rule 16-9. Chegg respectfully requests that the Court continue the conference by
4 sixty (60) days.

5 **1. Jurisdiction & Service**

6 The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331, based on
7 Chegg’s trademark claims under the Lanham Act (15 U.S.C. §§ 1114 and 1125(a)) and its claims
8 under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.* For all other claims, the Court
9 has supplemental jurisdiction under 29 U.S.C. § 1367 because those claims arise out of a common
10 nucleus of operative facts. Additionally, the Court has diversity jurisdiction under 28 U.S.C. § 1332
11 because Chegg and Defendants are residents of different countries and the amount in controversy
12 exceeds \$75,000.

13 Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because the harm to
14 Chegg occurred in this district.

15 Defendant Vikasa Swami has been served in accordance with the means for alternative
16 service defined by the court in its Order Granting Preliminary Injunction (the “Order”). Dkt. 66.
17 Counsel for Chegg sent copies of the amended complaint, summons, and Order to Defendant
18 Swami at the following email addresses: vik90571@gmail.com. Defendants have not responded
19 to the Amended Complaint or entered an appearance in this case.

20 **2. Facts**

21 The relevant facts are set forth in Chegg’s prior Case Management Statement. Dkt. 55. On
22 August 16, 2023, Chegg filed both an amended complaint, Dkt. 46, and a renewed motion for
23 preliminary injunction, Dkt. 48. The Court heard Chegg’s arguments on its renewed motion on
24 October 27, 2023, Dkt. 62, and issued its order granting the preliminary injunction on November
25 7, 2023 (the “Order”), Dkt. 66.

26 The Order granted Chegg’s request for alternative service on Defendant Swami and granted
27 Chegg a preliminary injunction (“PI”) enjoining Defendants from continuing their illegal activity
28 and operating Homeworkify and the Redirect Sites. Additionally, the Order requires U.S.-based

1 website registries and registrars to transfer any '.com' or '.net' domains listed in Appendix A (the
2 document naming the registries, registrars, and domains subject to the Order) to Chegg for a period
3 of 30 days. The Order did not authorize alternative service on the Doe Defendants.

4 On November 9, 2023, within two days of the Court issuing its Order, Chegg discovered
5 that Homeworkify.eu had already changed its domain to Homeworkify.st. Chegg anticipates that
6 Defendants will continue to move the website to frustrate enforcement of the PI and flout the
7 Court's Order. Because of such moves, Chegg also anticipates that it will return to the Court seek
8 amendment of the PI to cover Homeworkify.st and the relevant registries and registrars, the
9 identities of which Chegg only learned today. Chegg is amenable to referring this matter to the
10 assigned magistrate judge to facilitate review of such motions, if the Court determines that is
11 appropriate.

12 On November 10, 2023, Chegg sent the Order and Appendix A to Cloudflare and
13 Namecheap, the U.S.-based companies which provide network services to Homeworkify and the
14 Redirect Sites. Cloudflare responded on November 21, 2023 that it could not comply with the Order
15 because "the pass-through nature of its services" does not give Cloudflare control over website
16 content or the ability to alter or remove content on websites. Cloudflare also stated it did not have
17 "knowledge of the people or entities who post any specific content to a website." Chegg has not
18 yet received a response from Namecheap. On December 1, 2023, in response to a follow-up request
19 for information about the hosting providers for Homeworkify.st, Cloudflare provided the names of
20 the relevant hosting providers.

21 On November 20, 2023, Chegg served Verisign, the U.S.-based hosting provider for
22 Homeworkify.com and Homeworkify.net, with the Order and Appendix A. Verisign confirmed its
23 full compliance with the Order on November 22, 2023. On November 30, 2023, Chegg verified
24 that Homeworkify.com and Homeworkify.net had been placed in the control of Chegg's account at
25 MarkMonitor in accordance with the Court's Order.

26 3. Legal Issues

27 Given Defendants' failure to respond to the Complaint, there are no disputed legal
28 issues at this time.

1 **4. Motions**

2 On August 16, 2023 Chegg filed a Motion for a Preliminary Injunction and Alternative
3 Service. Dkt. 48. The Court held the hearing on Chegg’s Motion for a Preliminary Injunction and
4 Alternative Service on October 27, 2023, Dkt. 62, and issued an order granting the preliminary
5 injunction on November 7, 2023, Dkt. 66.

6 Chegg intends to file a motion to amend the scope of relief contained with the
7 preliminary injunction to address the relocation of Homeworkify.eu to Homeworkify.st, among
8 other things. Chegg also intends to file a motion for a default judgment and to make the
9 injunction permanent against Defendant Swami if he continues to fail to respond to the Amended
10 Complaint.

11 **5. Amendment of Pleadings**

12 In accordance with Fed. R. Civ. P. 15(a) and given that Defendants have not served a
13 responsive pleading, Chegg proposes that no deadline for amending the pleadings be set at this
14 time.

15 **6. Evidence Preservation**

16 Chegg has reviewed the Guidelines Relating to the Discovery of Electronically Stored
17 Information (“ESI Guidelines”) and will confer with counsel regarding document preservation as
18 required by those guidelines once both the Doe Defendants and Vikasa Swami have retained
19 counsel.

20 **7. Disclosures**

21 In view of Defendants’ failure to appear in this litigation or respond to the Amended
22 Complaint, the exchange of disclosures would be premature. Chegg will confer with counsel
23 regarding Initial Disclosures if the Doe Defendants and/or Defendant Swami retain counsel.

24 **8. Discovery**

25 Chegg has conducted limited third-party discovery to date. In view of Defendants’ failure
26 to appear in this litigation or respond to the Amended Complaint, a proposed discovery plan
27 would be premature.

28

1 **9. Class Actions**

2 This is not a class action lawsuit, and no class action is contemplated.

3 **10. Related Cases**

4 No related cases exist.

5 **11. Relief**

6 Chegg seeks the equitable relief and compensatory damages as set forth in Chegg's
7 Amended Complaint. Specifically, Chegg seeks:

- 8 A. Judgement in favor of Chegg and against Defendants;
- 9 B. A declaration that Defendants have engaged in acts or practices that violate the
10 Computer Fraud and Abuse Act, California Comprehensive Computer Access and
11 Fraud Act, the Lanham Act, California's Unfair Competition Law, and that they
12 are in breach of contract;
- 13 C. A declaration that Defendants have violated Chegg's trademarks;
- 14 D. A declaration that Defendants' conduct has been willful, and that Defendants have
15 acted with fraud, malice, and oppression'
- 16 E. Permanent injunction enjoining Defendants and their officers, directors, principals,
17 agents, servants, employees, successors, and assigns, and all persons and entities in
18 active concert or participation with them, from engaging in any of the activity
19 complaint of herein and from assisting, aiding, or abetting any of the activity
20 complained of herein or from causing any of the injury complained of herein;
- 21 F. Permanent injunction requiring the hosting providers of Homeworkify and the
22 Redirect Sites to dismantle the sites by transferring control of their domains to
23 Chegg, or, in the alternative, shutting down Homeworkify and the Redirect Sites;
24 and
- 25 G. Award of appropriate equitable relief under applicable statutes and laws, including
26 injunctive relief and an accounting of profits.

1 **12. Settlement and ADR Prospects for settlement**

2 The identity of multiple Doe Defendants is presently unknown, and as such no progress
3 has been made regarding settlement or ADR. Chegg believes it is premature to discuss potential
4 settlement or ADR.

5 **13. Other References**

6 This case is not presently suitable for reference to binding arbitration, a special master, or
7 the Judicial Panel on Multidistrict Litigation.

8 **14. Narrowing of Issues**

9 Presently, no issues can be narrowed by agreement or by motion, suggestions to expedite
10 the presentation of evidence at trial (e.g., through summaries or stipulated facts), and any request
11 to bifurcate issues, claims, or defenses.

12 **15. Expedited Trial Procedure**

13 Chegg does not believe this is the type of case that should be handled under the Expedited
14 Trial Procedure of General Order No. 64.

15 **16. Scheduling**

16 In view of Defendants' failure to appear in this litigation or respond to the original
17 Complaint or the Amended Complaint, Plaintiff does not believe a case schedule is necessary at
18 this time.

19 **17. Trial**

20 In view of Defendants' failure to appear in this litigation or respond to the original
21 Complaint or the Amended Complaint, Plaintiff does not believe a trial plan is necessary. Should
22 trial become necessary, Plaintiff requests a jury trial and anticipates a five-day trial.

23 **18. Disclosure of Non-party Interested Entities or Persons**

24 Chegg has filed the "Certification of Interested Entities or Persons" required by Civil
25 Local Rule 3-15. Dkt. 19.

26 **19. Professional Conduct**

27 All attorneys representing Chegg have reviewed the Guidelines for Professional Conduct
28 for the Northern District of California.

1 20. **Other**

2 Chegg is currently unaware of any other matters that might facilitate the just, speedy, and
3 inexpensive disposition of this matter.

4 Dated: December 1, 2023

COOLEY LLP

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By: /s/ John Hemann
John Hemann

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Attorneys for Plaintiff
CHEGG, INC.

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