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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DIRECTV, LLC, A CALIFORNIA)	Case No. 17-06110 DDP (PLAx)
LIMITED LIABILITY COMPANY,)	
)	ORDER GRANTING PLAINTIFF'S
Plaintiff,)	APPLICATION FOR A TEMPORARY
)	RESTRAINING ORDER
v.)	
)	[Dkt. 5]
E&E ENTERPRISES GLOBAL, INC.,)	
)	
Defendant.)	

This matter comes before the court on Plaintiff DIRECTV's application for a temporary restraining order ("TRO"). After reviewing and considering the materials submitted by Plaintiff, the court GRANTS the application.

I. BACKGROUND

On August 17, 2017, Plaintiff filed a complaint alleging four causes of action, including breach of written contract, conversion, tortious interference with prospective economic relations, and unfair competition, against Defendant E&E Enterprises Global, Inc. ("E&E") in connection with E&E's agreement to promote and sell DIRECTV

1 programming and services, to collect the charges for DIRECTV programming and services,
2 and to remit those charges to DIRECTV. Also on August 17, 2017, Plaintiff filed an
3 application for a Temporary Restraining Order (“TRO”), seeking an order that E&E hand
4 over all contractually-required customer contact information and immediately notify all
5 accounts previously serviced by E&E that E&E is no longer a DIRECTV dealer or billing
6 agent.

7 **II. LEGAL STANDARD**

8 The Supreme Court set forth the standard for assessing a motion for
9 preliminary injunction in *Winter v. Natural Resources Defense Council, Inc.*, 129 S. Ct. 365,
10 376 (2008). “Under *Winter*, plaintiffs seeking a preliminary injunction must establish that
11 (1) they are likely to succeed on the merits; (2) they are likely to suffer irreparable harm
12 in the absence of preliminary relief; (3) the balance of equities tips in their favor; and (4) a
13 preliminary injunction is in the public interest.” *Sierra Forest Legacy v. Rey*, 577 F.3d 1015,
14 1021 (9th Cir. 2009).

15 **III. DISCUSSION**

16 Having reviewed Plaintiff’s pleadings and without the benefit of an opposition
17 from Defendant, the court concludes that Plaintiff has made a showing of likelihood of
18 success on the merits and that the balance of hardships weighs in favor of issuing the
19 TRO.

20 Plaintiff asserts that Defendant E&E entered into several written agreements to
21 promote and sell DIRECTV programming and services as a commissioned sales
22 representative for DIRECTV, and to provide billing and collection services for DIRECTV
23 programming and services. These written agreements provide *inter alia* that, upon
24 termination of the agreements between DIRECTV and E&E, E&E is to (1) direct all
25 customer inquiries regarding DIRECTV programming and services to DIRECTV, and (2)
26 within 10 days of any request by DIRECTV, to send written notices to DIRECTV
27 customers informing them of the transfer of billing from E&E to DIRECTV (Decl.
28 McCree, Ex. B). The agreements further provide that, upon termination, DIRECTV will

1 process all future billing and collection activities, and that E&E and DIRECTV will work
2 together to transition billing and collection activities. (Decl. McCree, Ex. C). Plaintiff
3 maintains that E&E has not performed any of these actions, despite the termination of the
4 agreements.

5 Plaintiff has therefore shown a likelihood of success on the merits of its contract
6 claims. Moreover, E&E has alleged loss of goodwill arising from the premature
7 termination of customer accounts, and the risk that money damages will be inadequate
8 because E&E is at significant risk of insolvency. Therefore, the absence of a TRO would
9 likely cause Plaintiff immediate, irreparable harm. Moreover, it does not appear that
10 Defendant will suffer any great injury should a TRO issue that directs it to comply with
11 its contractual obligations. Further, the court concludes that a TRO would benefit the
12 public interest in maintaining the integrity of contractual agreements.

13 Therefore, at this time, the court is persuaded that a TRO should issue. The court
14 will consider Defendants' arguments at the upcoming hearing for a preliminary
15 injunction. Accordingly, it is hereby ordered that Defendant (1) deliver immediately to
16 DIRECTV all contractually-required customer contact information, to allow DIRECTV to
17 complete the billing transition away from E&E; (2) notify immediately all accounts
18 previously serviced by E&E that E&E is no longer a DIRECTV dealer or billing agent, and
19 that those customers need to transition their accounts to DIRECTV directly or a new
20 DIRECTV dealer.

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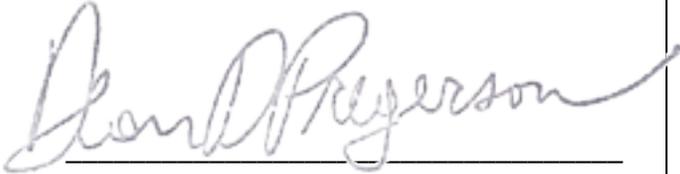
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IV. CONCLUSION

For the foregoing reasons, the court GRANTS Plaintiff's application for a TRO. In addition, a Preliminary Injunction Hearing is set for **Friday, September 1, 2017 at 1:00 p.m.**, unless the parties agree on another date and so advise the court.

IT IS SO ORDERED.

Dated: August 22, 2017



DEAN D. PREGERSON
UNITED STATES DISTRICT JUDGE