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2013 JUN 11 PM 2:50

ROBERT R. TROVICH  
U.S. DISTRICT COURT  
FOR THE NORTHERN DISTRICT  
OF INDIANA

13 UNITED STATES DISTRICT COURT  
14 FOR THE  
15 NORTHERN DISTRICT OF INDIANA  
16 SOUTH BEND DIVISION

17 J & J SPORTS PRODUCTIONS, INC.,

Case No.:

3:13CV 571

18 Plaintiff,

COMPLAINT

19 vs.

20 JUAN M. AGUIRRE, INDIVIDUALLY and  
21 d/b/a MI PUEBLO V MEXICAN  
22 RESTAURANT; and MI PUEBLO V,  
23 MEXICAN RESTAURANT, INC., an  
24 unknown business entity d/b/a MI PUEBLO  
25 V MEXICAN RESTAURANT,

26 Defendants.

27 PLAINTIFF ALLEGES:

28 JURISDICTION

1. Jurisdiction is founded on the existence of a question arising under particular statutes. This action is brought pursuant to several federal statutes, including the Communications Act of 1934, as amended, Title 47 U.S.C. 605, *et seq.*, and The Cable & Television Consumer Protection and Competition Act of 1992, as amended, Title 47 U.S. Section 553, *et seq.*

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1 2. This Court has jurisdiction of the subject matter of this action pursuant to 28 U.S.C.  
2 Section 1331, which states that the District Courts shall original jurisdiction of all civil actions  
3 arising under the Constitution, laws, or treaties, of the United States. This Court has subject matter  
4 jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction).

5 3. This Court has personal jurisdiction over the parties in this action as a result of the  
6 Defendants' wrongful acts hereinafter complained of which violated the Plaintiff's rights as the  
7 exclusive commercial domestic distributor of the televised fight *Program* hereinafter set forth at  
8 length. The Defendants' wrongful acts consisted of the interception, reception, publication,  
9 divulgence, display, exhibition, and tortious conversion of said property of Plaintiff within the  
10 control of the Plaintiff in the State of Indiana.

11 **VENUE**

12 4. Pursuant to Title 47 U.S.C. Section 605, venue is proper in the Northern District, because a  
13 substantial part of the events or omissions giving rise to the claim occurred in this District.  
14

15 **INTRADISTRICT ASSIGNMENT**

16 5. Assignment to the South Bend Division of the Northern District is proper because a  
17 substantial part of the events or omissions giving rise to the claim occurred in Wabash County  
18 and/or the United States District Court for the Northern District has decided that suits of this  
19 nature, and each of them, are to be heard by the Courts in this particular Division.  
20

21 **THE PARTIES**

22 6. Plaintiff, J & J Sports Productions, Inc. is, and at all relevant times mentioned was, a  
23 California corporation with its principal place of liquor located at 2380 South Bascom Avenue,  
24 Suite 200, Campbell, California 95008.

25 7. Defendant Juan M. Aguirre is an officer of Mi Pueblo V, Mexican Restaurant, Inc., which  
26 owns and operates the commercial establishment doing liquor as Mi Pueblo V Mexican  
27 Restaurant. Mi Pueblo V Mexican Restaurant operates at 1305 North Cass Street, Suite 9,  
28 Wabash, Indiana 46992.

1 8. Defendant Juan M. Aguirre is also an individual specifically identified by the Department  
2 of Liquor License issued for Mi Pueblo V Mexican Restaurant (License # RR8518861).

3 9. Plaintiff is informed and believes, and alleges thereon that on June 11, 2011(the night of  
4 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Juan M.  
5 Aguirre had the right and ability to supervise the activities of Mi Pueblo V Mexican Restaurant,  
6 which included the unlawful interception of Plaintiff's *Program*.

7 10. Plaintiff is informed and believes, and alleges thereon that on June 11, 2011(the night of  
8 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Loida  
9 Chavarria, as an individual specifically identified on the liquor license for Mi Pueblo V Mexican  
10 Restaurant, had the obligation to supervise the activities of Mi Pueblo V Mexican Restaurant,  
11 which included the unlawful interception of Plaintiff's *Program*, and, among other responsibilities,  
12 had the obligation to ensure that the liquor license was not used in violation of law.

13 11. Plaintiff is informed and believes, and alleges thereon that on June 11, 2011(the night of  
14 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Juan M.  
15 Aguirre specifically directed the employees of Mi Pueblo V Mexican Restaurant to unlawfully  
16 intercept and broadcast Plaintiff's *Program* at Mi Pueblo V Mexican Restaurant or that the actions  
17 of the employees of Mi Pueblo V Mexican Restaurant are directly imputable to Defendants Juan  
18 M. Aguirre by virtue of their acknowledged responsibility for the actions of Mi Pueblo V Mexican  
19 Restaurant.

20 12. Plaintiff is informed and believes, and alleges thereon that on June 11, 2011, Defendant  
21 Juan M. Aguirre as managing member of Mi Pueblo V, Mexican Restaurant, Inc. and as an  
22 individual specifically identified on the liquor license for Mi Pueblo V Mexican Restaurant, had an  
23 obvious and direct financial interest in the activities of Mi Pueblo V Mexican Restaurant, which  
24 included the unlawful interception of Plaintiff's *Program*.

25 13. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of  
26 Plaintiff's *Program*, as supervised and/or authorized by Defendant Juan M. Aguirre resulted in  
27 increased profits for Mi Pueblo V Mexican Restaurant.  
28

1 14. Plaintiff is informed and believed, and alleges thereon that Defendant, Mi Pueblo V,  
2 Mexican Restaurant, Inc. is an owner, and/or operator, and/or licensee, and/or permittee, and/or  
3 person in charge, and/or an individual with dominion, control, oversight and management of the  
4 commercial establishment doing liquor as Mi Pueblo V Mexican Restaurant operating at 1305  
5 North Cass Street, Suite 9, Wabash, Indiana 46992.

6 **COUNT I**

7 **(Violation of Title 47 U.S.C. Section 605)**

8 15. Plaintiff J & J Sports Productions, Inc., hereby incorporates by reference all of the  
9 allegations contained in paragraphs 1-14, inclusive, as though set forth herein at length.

10 16. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., was granted the exclusive  
11 nationwide commercial distribution (closed-circuit) rights to *Ultimate Fighting Championship*  
12 *131: Junior Dos Santos v. Shane Carwin*, telecast nationwide on Saturday, June 11, 2011 (this  
13 included all under-card bouts and fight commentary encompassed in the television broadcast of the  
14 event, hereinafter referred to as the "*Program*").

15 17. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., entered into subsequent  
16 sublicensing agreements with various commercial entities throughout North America, including  
17 entities within the State of Indiana, by which it granted these entities limited sublicensing rights,  
18 specifically the rights to publicly exhibit the *Program* within their respective commercial  
19 establishments in the hospitality industry (i.e., hotels, racetracks, casinos, bars, taverns, restaurants,  
20 social clubs, etc.).

21 18. As a commercial distributor and licensor of sporting events, including the *Program*,  
22 Plaintiff J & J Sports Productions, Inc., expended substantial monies marketing, advertising,  
23 promoting, administering, and transmitting the *Program* to its customers, the aforementioned  
24 commercial entities.

25  
26 19. With full knowledge that the *Program* was not to be intercepted, received, published,  
27 divulged, displayed, and/or exhibited by commercial entities unauthorized to do so, each and every  
28 one of the above named Defendants, either through direct action or through actions of employees

1 or agents directly imputable to Defendants (as outlined in paragraphs 7-14 above), did unlawfully  
2 intercept, receive, publish, divulge, display, and/or exhibit the *Program* at the time of its  
3 transmission at their commercial establishment in Wabash, located at 1305 North Cass Street,  
4 Suite 9, Wabash, Indiana 46992.

5 20. Said unauthorized interception, reception, publication, exhibition, divulgence, display,  
6 and/or exhibition by each of the Defendants was done willfully and for purposes of direct and/or  
7 indirect commercial advantage and/or private financial gain.

8 21. Title 47 U.S.C. Section 605, *et seq.*, prohibits the unauthorized publication or use of  
9 communications (such as the transmission of the *Program* for which Plaintiff J & J Sports  
10 Productions, Inc., had the distribution rights thereto).

11  
12 22. By reason of the aforesaid mentioned conduct, the aforementioned Defendants, and each of  
13 them, violated Title 47 U.S.C. Section 605, *et seq.*

14 23. By reason of the Defendants' violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff  
15 J & J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section  
16 605.

17  
18 24. As the result of the aforementioned Defendants' violation of Title 47 U.S.C. Section 605,  
19 and pursuant to said Section 605, Plaintiff J & J Sports Productions, Inc., is entitled to the  
20 following from each Defendant:

- 21 (a) Statutory damages for each willful violation in an amount to  
22 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and also  
23  
24 (b) the recovery of full costs, including reasonable attorneys' fees,  
25 pursuant to Title 47 U.S.C. Section 605(e)(3)(B)(iii).

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27 **WHEREFORE, Plaintiff prays for judgment as set forth below.**  
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COUNT II

**(Violation of Title 47 U.S.C. Section 553)**

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25. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-24, inclusive, as though set forth herein at length.

26. The unauthorized interceptions, reception, publication, divulgence, display, and/or exhibition of the *Program* by the above named Defendants was prohibited by Title 47 U.S.C. Section 553, *et seq.*

27. By reason of the aforesaid mentioned conduct, the aforementioned Defendants, and each of them, violated Title 47 U.S.C. Section 553, *et seq.*

28. By reason of the Defendants' violation of Title 47 U.S.C. Section 553, *et seq.*, Plaintiff J & J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 553.

29. As the result of the aforementioned Defendants' violation of Title 47 U.S.C. Section 553, Plaintiff J & J Sports Productions, Inc., is entitled to the following from each Defendant:

- (a) Statutory damages for each violation in an amount to \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also
- (b) Statutory damages for each willful violation in an amount to \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also
- (c) the recovery of full costs pursuant to Title 47 U.S.C. Section 553 (c)(2)(C); and also
- (d) and in the discretion of this Honorable Court, reasonable attorneys' fees, pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).



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3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and
4. For such other and further relief as this Honorable Court may deem just and proper;

**As to the Second Count:**

1. For statutory damages in the amount of \$60,000.00 against the Defendants, and each of them, and;
2. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and;
4. For such other and further relief as this Honorable Court may deem just and proper.

**As to the Third Count:**

1. For compensatory damages in an amount according to proof against the Defendants, and each of them, and;
2. For exemplary damages against the Defendants, and each of them, and;
3. For punitive damages against the Defendants, and each of them, and;
4. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
5. For all costs of suit, including but not limited to filing fees, service of process fee, investigative costs, and;
6. For such other and further relief as this Honorable Court may deem just and proper.

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