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1 **Charlie W. Gordon**
2 **GREENE & COOPER L.L.P.**
3 **2210 Green Way**
4 **P.O. Box 20067**
5 **Louisville, KY 40250-0067**
6 **Tel: 502-495-6500**
7 **Attorneys for Plaintiff**
8 **J & J Sports Productions, Inc.**

6 **UNITED STATES DISTRICT COURT**
7 **SOUTHERN DISTRICT OF INDIANA**
8 **INDIANAPOLIS DIVISION**

8 **J & J SPORTS PRODUCTIONS, INC.,**

Case No.: 1:13-cv-1467

9 **Plaintiff,**

10 **vs.**

11 **LOYDA A. CARRANZA, INDIVIDUALLY**
12 **and d/b/a LOS CHILAQUILES; and**
13 **CARRANZA, INC., an unknown business**
14 **entity d/b/a LOS CHILAQUILES,**

15 **Defendants.**

16 **COMPLAINT**

17 **JURISDICTION**

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

24 2. This Court has jurisdiction of the subject matter of this action pursuant to 28 U.S.C.
25 Section 1331, which states that the District Courts shall original jurisdiction of all civil actions
26 arising under the Constitution, laws, or treaties, of the United States. This Court has subject matter
27 jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction).
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1 3. This Court has personal jurisdiction over the parties in this action as a result of the
2 Defendants' wrongful acts hereinafter complained of which violated the Plaintiff's rights as the
3 exclusive commercial domestic distributor of the televised fight *Program* hereinafter set forth at
4 length. The Defendants' wrongful acts consisted of the interception, reception, publication,
5 divulgence, display, exhibition, and tortious conversion of said property of Plaintiff within the
6 control of the Plaintiff in the State of Indiana.

7 **VENUE**

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

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11 **INTRADISTRICT ASSIGNMENT**

12 5. Assignment to the Indianapolis Division of the Southern District is proper because a
13 substantial part of the events or omissions giving rise to the claim occurred in Marion County
14 and/or the United States District Court for the Southern District has decided that suits of this
15 nature, and each of them, are to be heard by the Courts in this particular Division.

16 **THE PARTIES**

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

20
21 7. Defendant Loyda A. Carranza is an officer of Carranza, Inc., which owns and operates the
22 commercial establishment doing liquor as Los Chilaquiles. Los Chilaquiles operates at 3712
23 Lafayette Road, Indianapolis, Indiana 46222.

24 8. Defendant Loyda A. Carranza is also an individual specifically identified by the
25 Department of Liquor License issued for Los Chilaquiles (License # RR4927011).

26
27 9. Plaintiff is informed and believes, and alleges thereon that on September 17, 2011(the night
28 of the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Loyda A.

1 Carranza had the right and ability to supervise the activities of Los Chilaquiles, which included the
2 unlawful interception of Plaintiff's *Program*.

3 10. Plaintiff is informed and believes, and alleges thereon that on September 17, 2011(the night
4 of the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Loida
5 Chavarria, as an individual specifically identified on the liquor license for Los Chilaquiles, had the
6 obligation to supervise the activities of Los Chilaquiles, which included the unlawful interception
7 of Plaintiff's *Program*, and, among other responsibilities, had the obligation to ensure that the
8 liquor license was not used in violation of law.

9 11. Plaintiff is informed and believes, and alleges thereon that on September 17, 2011(the night
10 of the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Loyda A.
11 Carranza specifically directed the employees of Los Chilaquiles to unlawfully intercept and
12 broadcast Plaintiff's *Program* at Los Chilaquiles or that the actions of the employees of Los
13 Chilaquiles are directly imputable to Defendants Loyda A. Carranza by virtue of their
14 acknowledged responsibility for the actions of Los Chilaquiles.

15 12. Plaintiff is informed and believes, and alleges thereon that on September 17, 2011,
16 Defendant Loyda A. Carranza as managing member of Carranza, Inc. and as an individual
17 specifically identified on the liquor license for Los Chilaquiles, had an obvious and direct financial
18 interest in the activities of Los Chilaquiles, which included the unlawful interception of Plaintiff's
19 *Program*.

20 13. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of
21 Plaintiff's *Program*, as supervised and/or authorized by Defendant Loyda A. Carranza resulted in
22 increased profits for Los Chilaquiles.

23
24 14. Plaintiff is informed and believed, and alleges thereon that Defendant, Carranza, Inc. is an
25 owner, and/or operator, and/or licensee, and/or permittee, and/or person in charge, and/or an
26 individual with dominion, control, oversight and management of the commercial establishment
27 doing liquor as Los Chilaquiles operating at 3712 Lafayette Road, Indianapolis, Indiana 46222.

28 **COUNT I**

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

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

16. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., was granted the exclusive nationwide commercial distribution (closed-circuit) rights to "*Star Power: Floyd Mayweather, Jr. v. Victor Ortiz*", telecast nationwide on Saturday, September 17, 2011 (this included all under-card bouts and fight commentary encompassed in the television broadcast of the event, hereinafter referred to as the "*Program*").

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

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

19. With full knowledge that the *Program* was not to be intercepted, received, published, divulged, displayed, and/or exhibited by commercial entities unauthorized to do so, each and every one of the above named Defendants, either through direct action or through actions of employees or agents directly imputable to Defendants (as outlined in paragraphs 7-14 above), did unlawfully intercept, receive, publish, divulge, display, and/or exhibit the *Program* at the time of its transmission at their commercial establishment in Indianapolis, located at 3712 Lafayette Road, Indianapolis, Indiana 46222.

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

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

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

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10 23. By reason of the Defendants' violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff
11 J & J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section
12 605.

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

- 16
17 (a) Statutory damages for each willful violation in an amount to
18 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and also
19
20 (b) the recovery of full costs, including reasonable attorneys' fees,
21 pursuant to Title 47 U.S.C. Section 605(e)(3)(B)(iii).

22 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

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25 **COUNT II**

26 **(Violation of Title 47 U.S.C. Section 553)**
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1 25. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-
2 24, inclusive, as though set forth herein at length.

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

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

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

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

14
15 (a) Statutory damages for each violation in an amount to
16 \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also

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18 (b) Statutory damages for each willful violation in an amount to
19 \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also

20 (c) the recovery of full costs pursuant to Title 47 U.S.C. Section 553
21 (c)(2)(C); and also

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23 (d) and in the discretion of this Honorable Court, reasonable attorneys' fees,
24 pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).

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26 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

27 **COUNT III**
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(Conversion)

30. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-29, inclusive, as though set forth herein at length.

31. By their aforesaid acts of interception, reception, publication, divulgence, display, and/or exhibition of the *Program* at their commercial establishment at the above-captioned address, the aforementioned Defendants, and each of them, tortuously obtained possession of the *Program* and wrongfully converted same for their own use and benefit.

32. The aforesaid acts of the Defendants were willful, malicious, egregious, and intentionally designed to harm Plaintiff J & J Sports Productions, Inc., by depriving Plaintiff of the commercial license fee to which Plaintiff was rightfully entitled to receive from them, and in doing so, the Defendants subjected the Plaintiff to severe economic distress and great financial loss.

33. Accordingly, Plaintiff J & J Sports Productions, Inc., is entitled to both compensatory, as well as punitive and exemplary damages, from aforementioned Defendants as the result of the Defendants' egregious conduct, theft, and conversion of the *Program* and deliberate injury to the Plaintiff.

WHEREFORE, Plaintiff prays for judgment as set forth below.

As to the First Count:

- 1. For statutory damages in the amount of \$110,000.00 against the Defendants, and each of them, and
- 2. For reasonable attorneys' fees as mandated by 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;

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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.

Respectfully submitted,

/S/ Charlie W. Gordon
GREENE & COOPER L.L.P.
 By: Charlie W. Gordon
 Attorneys for Plaintiff
 J & J Sports Productions, Inc.