



Provided by:
Overhauser Law Offices LLC
www.iniplaw.org
www.overhauser.com

FILED

13 DEC -2 AM 11:45

ROBERT H. TROSOVICH
U.S. DISTRICT COURT
FOR THE NORTHERN DISTRICT
OF INDIANA

1 **Charlie W. Gordon**
2 **GREENE & COOPER LLP**
3 **2210 Green Way**
4 **P.O. Box 20067**
5 **Louisville, KY 40250-0067**
6 **Tel: 502-495-6500**

7 **Indiana Address:**
8 **P.O. Box 398**
9 **Jeffersonville, IN 47131-0398**
10 **Tel: 812-283-1335**

11 **Attorneys for Plaintiff**
12 **J & J Sports Productions, Inc.**

13 **UNITED STATES DISTRICT COURT**
14 **FOR THE**
15 **NORTHERN DISTRICT OF INDIANA**
16 **FORT WAYNE DIVISION**

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

Case No.: **1:13CV 346**

18 **Plaintiff,**

COMPLAINT

19 **vs.**

20 **CHRISTINE KOTSOPOULOS,**
21 **INDIVIDUALLY and d/b/a CANCUN**
22 **MEXICAN GRILL; and GEO-JOE, LLP, an**
23 **unknown business entity d/b/a CANCUN**
24 **MEXICAN GRILL,**

25 **Defendants.**

26 **PLAINTIFF ALLEGES:**

27 **JURISDICTION**

28 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.*

///

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 Fort Wayne Division of the Northern District is proper because a
17 substantial part of the events or omissions giving rise to the claim occurred in Allen 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 Christine Kotsopoulos is an officer of Geo-Joe, LLP, which owns and operates
26 the commercial establishment doing business as Cancun Mexican Grill. Cancun Mexican Grill
27 operates at 110 West Columbia Street, Fort Wayne, Indiana 46802.
28

1 8. Defendant Christine Kotsopoulos is also an individual specifically identified by the
2 Department of Liquor License issued for Cancun Mexican Grill (License # RR0202885).

3 9. Plaintiff is informed and believes, and alleges thereon that on December 3, 2011 (the night
4 of the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Christine
5 Kotsopoulos had the right and ability to supervise the activities of Cancun Mexican Grill, which
6 included the unlawful interception of Plaintiff's *Program*.

7 10. Plaintiff is informed and believes, and alleges thereon that on December 3, 2011 (the night
8 of the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Christine
9 Kotsopoulos, as an individual specifically identified on the liquor license for Cancun Mexican
10 Grill, had the obligation to supervise the activities of Cancun Mexican Grill, which included the
11 unlawful interception of Plaintiff's *Program*, and, among other responsibilities, had the obligation
12 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 December 3, 2011 (the night
14 of the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Christine
15 Kotsopoulos specifically directed the employees of Cancun Mexican Grill to unlawfully intercept
16 and broadcast Plaintiff's *Program* at Cancun Mexican Grill or that the actions of the employees of
17 Cancun Mexican Grill are directly imputable to Defendants Christine Kotsopoulos by virtue of
18 their acknowledged responsibility for the actions of Cancun Mexican Grill.

19 12. Plaintiff is informed and believes, and alleges thereon that on December 3, 2011,
20 Defendant Christine Kotsopoulos as managing member of Geo-Joe, LLP and as an individual
21 specifically identified on the liquor license for Cancun Mexican Grill, had an obvious and direct
22 financial interest in the activities of Cancun Mexican Grill, which included the unlawful
23 interception of Plaintiff's *Program*.

24 13. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of
25 Plaintiff's *Program*, as supervised and/or authorized by Defendant Christine Kotsopoulos resulted
26 in increased profits for Cancun Mexican Grill.

27 ///

28

1 14. Plaintiff is informed and believed, and alleges thereon that Defendant, Geo-Joe, LLP is an
2 owner, and/or operator, and/or licensee, and/or permittee, and/or person in charge, and/or an
3 individual with dominion, control, oversight and management of the commercial establishment
4 doing liquor as Cancun Mexican Grill operating at 110 West Columbia Street, Fort Wayne,
5 Indiana 46802.

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 "*Good v. Evil*": *Miguel Angel Cotto v.*
12 *Antonio Margaritio, WBA Super World Light Middleweight Championship Fight Program*,
13 telecast nationwide on Saturday, December 3, 2011 (this included all under-card bouts and fight
14 commentary encompassed in the television broadcast of the event, hereinafter referred to as the
15 "*Program*").

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

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

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

1 one of the above named Defendants, either through direct action or through actions of employees
2 or agents directly imputable to Defendants (as outlined in paragraphs 7-14 above), did unlawfully
3 intercept, receive, publish, divulge, display, and/or exhibit the *Program* at the time of its
4 transmission at their commercial establishment in Fort Wayne, located at 110 West Columbia
5 Street, Fort Wayne, Indiana 46802.

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

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

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

- 21
- 22 (a) Statutory damages for each willful violation in an amount to
 - 23 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and also
 - 24
 - 25 (b) the recovery of full costs, including reasonable attorneys' fees,
 - 26 pursuant to Title 47 U.S.C. Section 605(e)(3)(B)(iii).
 - 27

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT II

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

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).

1
2 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

3 **COUNT III**

4
5 **(Conversion)**

6
7 30. Plaintiff hereby incorporates by reference all of the allegations contained in paragraphs 1-
8 29, inclusive, as though set forth herein at length.

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

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

17
18 33. Accordingly, Plaintiff J & J Sports Productions, Inc., is entitled to both compensatory, as
19 well as punitive and exemplary damages, from aforementioned Defendants as the result of the
20 Defendants' egregious conduct, theft, and conversion of the *Program* and deliberate injury to the
21 Plaintiff.

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

23
24 **As to the First Count:**

- 25
26 1. For statutory damages in the amount of \$110,000.00 against the Defendants,
27 and each of them, and
28 2. For reasonable attorneys' fees as mandated by statute, and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

///
///
///
///
///

