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1 **Charlie W. Gordon**  
2 **GREENE & COOPER COLLECTIONS, LLC**  
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 **NORTHERN DISTRICT OF INDIANA**  
15 **FORT WAYNE DIVISION**

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

16 **Case No.: 1:14-cv-169**

17 **Plaintiff,**

17 **COMPLAINT**

18 **vs.**

19 **WESLEY YEAKLE, INDIVIDUALLY and**  
20 **d/b/a YEAKLE'S SPORTS BAR AND**  
21 **GRILL; and YEAKLE'S SPORTS BAR**  
22 **AND GRILL, INC., an unknown business**  
23 **entity d/b/a YEAKLES SPORTS BAR AND**  
24 **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.*

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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 Southern 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 Grant 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 Wesley Yeakle is an officer of Yeakles Sports Bar and Grill, Inc., which owns  
26 and operates the commercial establishment doing liquor as Yeakles Sports Bar and Grill. Yeakles  
27 Sports Bar and Grill operates at 3022 South Washington Street, Marion, Indiana 46953.  
28

1 8. Defendant Wesley Yeakle is also an individual specifically identified by the Department of  
2 Liquor License issued for Yeakle's Sports Bar and Grill (License # RR2704661).

3 9. Plaintiff is informed and believes, and alleges thereon that on May 7, 2011(the night of the  
4 *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Wesley Yeakle  
5 had the right and ability to supervise the activities of Yeakle's Sports Bar and Grill, which included  
6 the unlawful interception of Plaintiff's *Program*.

7 10. Plaintiff is informed and believes, and alleges thereon that on May 7, 2011(the night of the  
8 *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 Yeakles Sports Bar and  
10 Grill, had the obligation to supervise the activities of Yeakle's Sports Bar and Grill, which  
11 included the unlawful interception of Plaintiff's *Program*, and, among other responsibilities, had  
12 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 May 7, 2011(the night of the  
14 *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Wesley Yeakle  
15 specifically directed the employees of Yeakles Sports Bar and Grill to unlawfully intercept and  
16 broadcast Plaintiff's *Program* at Yeakle's Sports Bar and Grill or that the actions of the employees  
17 of Yeakle's Sports Bar & Grill are directly imputable to Defendants Wesley Yeakle by virtue of  
18 their acknowledged responsibility for the actions of Yeakle's Sports Bar and Grill.

19 12. Plaintiff is informed and believes, and alleges thereon that on June 6, 2012, Defendant  
20 Wesley Yeakle as managing member of Yeakle's Sports Bar and Grill, Inc. and as an individual  
21 specifically identified on the liquor license for Yeakle's Sports Bar and Grill, had an obvious and  
22 direct financial interest in the activities of Yeakle's Sports Bar and Grill, which included the  
23 unlawful 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 Wesley Yeakle resulted in  
26 increased profits for Yeakle's Sports Bar and Grill.  
27  
28

1 14. Plaintiff is informed and believed, and alleges thereon that Defendant, Yeakle's Sports Bar  
2 and Grill, Inc. is an owner, and/or operator, and/or licensee, and/or permittee, and/or person in  
3 charge, and/or an individual with dominion, control, oversight and management of the commercial  
4 establishment doing liquor as Yeakle's Sports Bar and Grill operating at 3022 South Washington  
5 Street, Marion, Indiana 46953.

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 *Manny Pacquiao v. Timothy Bradley*,  
12 *WBO World Welterweight Championship Fight Program*, telecast nationwide on Saturday, June 6,  
13 2012 (this included all under-card bouts and fight commentary encompassed in the television  
14 broadcast of the 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 Marion, located at 3022 South Washington  
4 Street, Marion, Indiana 46953.

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

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

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 (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).  
26

27 **COUNT II**  
28

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

1  
2 25. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-  
3 24, inclusive, as though set forth herein at length.

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

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

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

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

16  
17 (a) Statutory damages for each violation in an amount to  
18 \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also

19 (b) Statutory damages for each willful violation in an amount to  
20 \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also

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

24 (d) and in the discretion of this Honorable Court, reasonable attorneys' fees,  
25 pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).  
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27  
28

**COUNT III**

**(Conversion)**

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4 30. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-  
5 29, inclusive, as though set forth herein at length.

6  
7 31. By their aforesaid acts of interception, reception, publication, divulgence, display, and/or  
8 exhibition of the *Program* at their commercial establishment at the above-captioned address, the  
9 aforementioned Defendants, and each of them, tortuously obtained possession of the *Program* and  
10 wrongfully converted same for their own use and benefit.

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

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

19  
20 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

21 **As to the First Count:**

- 22  
23 1. For statutory damages in the amount of \$110,000.00 against the Defendants,  
24 and each of them, and  
25 2. For reasonable attorneys' fees as mandated by statute, and  
26  
27 3. For all costs of suit, including but not limited to filing fees, service of  
28 process fees, investigative costs, and





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