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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

G & G CLOSED CIRCUIT EVENTS, LLC,

Plaintiff,

vs.

ZEFERINO ALVAREZ, INDIVIDUALLY
and d/b/a EL BOHEMIO BAR; and SABOR
BOHEMIO, LLC, an unknown business
entity d/b/a EL BOHEMIO BAR,

Defendants.

Case No.: 15-cv-615

COMPLAINT

PLAINTIFF ALLEGES:

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.*

///

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

3. This Court has personal jurisdiction over the parties in this action as a result of the Defendants' wrongful acts hereinafter complained of which violated the Plaintiff's rights as the exclusive commercial domestic distributor of the televised fight *Program* hereinafter set forth at length. The Defendants' wrongful acts consisted of the interception, reception, publication,

1 divulgence, display, exhibition, and tortious conversion of said property of Plaintiff within the
2 control of the Plaintiff in the State of Indiana.

3
4 **VENUE**

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

7
8 **INTRADISTRICT ASSIGNMENT**

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

13 **THE PARTIES**

14 6. Plaintiff, G & G Closed Circuit Events, LLC is, and at all relevant times mentioned was, a
15 California corporation with its principal place of liquor located at 2380 South Bascom Avenue,
16 Suite 200, Campbell, California 95008.

17 7. Defendant Zeferino Alvarez is an officer of Sabor Bohemio, LLC, which owns and
18 operates the commercial establishment doing business as El Bohemio Bar. El Bohemio Bar
19 operates at 4002 East Washington Street, Indianapolis, Indiana 46201.

20 8. Defendant Zeferino Alvarez is also an individual specifically identified by the Department
21 of Liquor License issued for El Bohemio Bar (License # RR4921637).

22 9. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013(the night of
23 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Zeferino
24 Alvarez had the right and ability to supervise the activities of El Bohemio Bar, which included the
25 unlawful interception of Plaintiff's *Program*.

26
27 10. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013 (the night of
28 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Zeferino

1 Alvarez, as an individual specifically identified on the liquor license for El Bohemio Bar, had the
2 obligation to supervise the activities of El Bohemio Bar, which included the unlawful interception
3 of Plaintiff's *Program*, and, among other responsibilities, had the obligation to ensure that the
4 liquor license was not used in violation of law.

5 11. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013 (the night of
6 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Zeferino
7 Alvarez specifically directed the employees of El Bohemio Bar to unlawfully intercept and
8 broadcast Plaintiff's *Program* at El Bohemio Bar or that the actions of the employees of El
9 Bohemio Bar are directly imputable to Defendants Zeferino Alvarez by virtue of their
10 acknowledged responsibility for the actions of El Bohemio Bar.

11 12. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013, Defendant
12 Zeferino Alvarez as managing member of Sabor Bohemio, LLC and as an individual specifically
13 identified on the liquor license for El Bohemio Bar, had an obvious and direct financial interest in
14 the activities of El Bohemio Bar, which included the unlawful interception of Plaintiff's *Program*.

15 13. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of
16 Plaintiff's *Program*, as supervised and/or authorized by Defendant Zeferino Alvarez resulted in
17 increased profits for El Bohemio Bar.

18 14. Plaintiff is informed and believed, and alleges thereon that Defendant, Sabor Bohemio,
19 LLC is an owner, and/or operator, and/or licensee, and/or permittee, and/or person in charge, and/or
20 an individual with dominion, control, oversight and management of the commercial establishment
21 doing business as El Bohemio Bar operating at 4002 East Washington Street, Indianapolis, Indiana
22 46201.

23 **COUNT I**

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

25
26 15. Plaintiff G & G Closed Circuit Events, LLC, hereby incorporates by reference all of the
27 allegations contained in paragraphs 1-14, inclusive, as though set forth herein at length.

28 16. Pursuant to contract, Plaintiff G & G Closed Circuit Events, LLC, was granted the

1 exclusive nationwide commercial distribution (closed-circuit) rights to *Saul Alvarez v. Austin Trout*
2 *Fight Program*, telecast nationwide on Saturday, April 20, 2013 (this included all under-card bouts
3 and fight commentary encompassed in the television broadcast of the event, hereinafter referred to
4 as the "*Program*").

5 17. Pursuant to contract, Plaintiff G & G Closed Circuit Events, LLC, entered into subsequent
6 sublicensing agreements with various commercial entities throughout North America, including
7 entities within the State of Indiana, by which it granted these entities limited sublicensing rights,
8 specifically the rights to publicly exhibit the *Program* within their respective commercial
9 establishments in the hospitality industry (i.e., hotels, racetracks, casinos, bars, taverns, restaurants,
10 social clubs, etc.).

11 18. As a commercial distributor and licensor of sporting events, including the *Program*,
12 Plaintiff G & G Closed Circuit Events, LLC, expended substantial monies marketing, advertising,
13 promoting, administering, and transmitting the *Program* to its customers, the aforementioned
14 commercial entities.

15 19. With full knowledge that the *Program* was not to be intercepted, received, published,
16 divulged, displayed, and/or exhibited by commercial entities unauthorized to do so, each and every
17 one of the above named Defendants, either through direct action or through actions of employees
18 or agents directly imputable to Defendants (as outlined in paragraphs 7-14 above), did unlawfully
19 intercept, receive, publish, divulge, display, and/or exhibit the *Program* at the time of its
20 transmission at their commercial establishment in Indianapolis, located at 4002 East Washington
21 Street, Indianapolis, Indiana 46201.

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

25 21. Title 47 U.S.C. Section 605, *et seq.*, prohibits the unauthorized publication or use of
26 communications (such as the transmission of the *Program* for which Plaintiff G & G Closed
27 Circuit Events, LLC, had the distribution rights thereto).
28

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

23. By reason of the Defendants' violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff G & G Closed Circuit Events, LLC, has the private right of action pursuant to Title 47 U.S.C. Section 605.

24. As the result of the aforementioned Defendants' violation of Title 47 U.S.C. Section 605, and pursuant to said Section 605, Plaintiff G & G Closed Circuit Events, LLC, is entitled to the following from each Defendant:

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

WHEREFORE, Plaintiff prays for judgment as set forth below.

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.*

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

3 28. By reason of the Defendants' violation of Title 47 U.S.C. Section 553, *et seq.*, Plaintiff G
4 & G Closed Circuit Events, LLC, has the private right of action pursuant to Title 47 U.S.C. Section
5 553.

6 29. As the result of the aforementioned Defendants' violation of Title 47 U.S.C. Section 553,
7 Plaintiff G & G Closed Circuit Events, LLC, is entitled to the following from each Defendant:
8

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

11 (b) Statutory damages for each willful violation in an amount to
12 \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also

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

15 (d) and in the discretion of this Honorable Court, reasonable attorneys' fees,
16 pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).
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20 **WHEREFORE, Plaintiff prays for judgment as set forth below.**
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22 **COUNT III**

23
24 **(Conversion)**

25 30. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-
26 29, inclusive, as though set forth herein at length.
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1 31. By their aforesaid acts of interception, reception, publication, divulgence, display, and/or
2 exhibition of the *Program* at their commercial establishment at the above-captioned address, the
3 aforementioned Defendants, and each of them, tortuously obtained possession of the *Program* and
4 wrongfully converted same for their own use and benefit.

5 32. The aforesaid acts of the Defendants were willful, malicious, egregious, and intentionally
6 designed to harm Plaintiff G & G Closed Circuit Events, LLC, by depriving Plaintiff of the
7 commercial license fee to which Plaintiff was rightfully entitled to receive from them, and in doing
8 so, the Defendants subjected the Plaintiff to severe economic distress and great financial loss.

9 33. Accordingly, Plaintiff G & G Closed Circuit Events, LLC, is entitled to both
10 compensatory, as well as punitive and exemplary damages, from aforementioned Defendants as
11 the result of the Defendants' egregious conduct, theft, and conversion of the *Program* and
12 deliberate injury to the Plaintiff.

13
14 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

15 **As to the First Count:**

- 16
- 17 1. For statutory damages in the amount of \$110,000.00 against the Defendants,
18 and each of them, and
 - 19 2. For reasonable attorneys' fees as mandated by statute, and
 - 20
 - 21 3. For all costs of suit, including but not limited to filing fees, service of
22 process fees, investigative costs, and
 - 23 4. For such other and further relief as this Honorable Court may deem just
24 and proper;
 - 25

26 **As to the Second Count:**

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- 28 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,

Date: April 15, 2015

/s/ Charlie W. Gordon

GREENE & COOPER LLP

By: Charlie W. Gordon

Attorneys for Plaintiff

G & G Closed Circuit Events, LLC