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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

**G & G CLOSED CIRCUIT EVENTS, LLC,**

Case No.: 1:15-cv-616

**Plaintiff,**

**COMPLAINT**

**vs.**

**ELSA M. VALDEZ, INDIVIDUALLY and  
d/b/a SABOR LATINO BAR A/K/A  
JOHNNY'S PARK INN RESTAURANT &  
BAR; and TIKAL #2, INC., an unknown  
business entity d/b/a SABOR LATINO BAR  
A/K/A JOHNNY'S PARK INN  
RESTAURANT & BAR,**

**Defendants.**

**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.*

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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.

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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 business located at 2380 South Bascom Avenue,  
16 Suite 200, Campbell, California 95008.

17 7. Defendant Elsa M. Valdez is an officer of Tikal #2, Inc., which owns and operates the  
18 commercial establishment doing business as Sabor Latino Bar a/k/a Johnny's Park Inn Restaurant  
19 & Bar. Sabor Latino Bar a/k/a Johnny's Park Inn restaurant & Bar operates at 2531 Shelby Street,  
20 Indianapolis, Indiana 46203.

21 8. Defendant Elsa M. Valdez is also an individual specifically identified by the Department of  
22 Liquor License issued for Sabor Latino Bar a/k/a Johnny's Park Inn restaurant & Bar (License #  
23 RR4900301).

24 9. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013 (the night of  
25 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Elsa M.  
26 Valdez had the right and ability to supervise the activities of Sabor Latino Bar a/k/a Johnny's Park  
27 Inn restaurant & Bar, which included the unlawful interception of Plaintiff's *Program*.

1 10. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013 (the night of  
2 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Elsa M.  
3 Valdez, as an individual specifically identified on the liquor license for Sabor Latino Bar a/k/a  
4 Johnny's Park Inn restaurant & Bar, had the obligation to supervise the activities of Sabor Latino  
5 Bar a/k/a Johnny's Park Inn restaurant & Bar, which included the unlawful interception of  
6 Plaintiff's *Program*, and, among other responsibilities, had the obligation to ensure that the liquor  
7 license was not used in violation of law.

8 11. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013 (the night of  
9 the *Program* at issue herein, as more specifically defined in paragraph 16), Defendant Elsa M.  
10 Valdez specifically directed the employees of Sabor Latino Bar a/k/a Johnny's Park Inn restaurant  
11 & Bar to unlawfully intercept and broadcast Plaintiff's *Program* at Sabor Latino Bar a/k/a Johnny's  
12 Park Inn restaurant & Bar or that the actions of the employees of Sabor Latino Bar a/k/a Johnny's  
13 Park Inn restaurant & Bar are directly imputable to Defendants Elsa M. Valdez by virtue of their  
14 acknowledged responsibility for the actions of Sabor Latino Bar a/k/a Johnny's Park Inn restaurant  
15 & Bar.

16 12. Plaintiff is informed and believes, and alleges thereon that on April 20, 2013, Defendant  
17 Elsa M. Valdez as managing member of Tikal #2, Inc. and as an individual specifically identified  
18 on the liquor license for Sabor Latino Bar a/k/a Johnny's Park Inn Restaurant & Bar, had an  
19 obvious and direct financial interest in the activities of Sabor Latino Bar a/k/a Johnny's Park Inn  
20 Restaurant & Bar, which included the unlawful interception of Plaintiff's *Program*.

21 13. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of  
22 Plaintiff's *Program*, as supervised and/or authorized by Defendant Elsa M. Valdez resulted in  
23 increased profits for Sabor Latino Bar a/k/a Johnny's Park Inn Restaurant & Bar.

24 14. Plaintiff is informed and believed, and alleges thereon that Defendant, Tikal #2, 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 business as Sabor Latino Bar a/k/a Johnny's Park Inn Restaurant & Bar operating at 2531  
28 Shelby Street, Indianapolis, Indiana 46203.

**COUNT I**

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

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15. Plaintiff G & G Closed Circuit Events, LLC, 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 G & G Closed Circuit Events, LLC, was granted the exclusive nationwide commercial distribution (closed-circuit) rights to *Saul Alvarez v. Austin Trout Fight Program*, telecast nationwide on Saturday, April 20, 2013 (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 G & G Closed Circuit Events, LLC, 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 G & G Closed Circuit Events, LLC, 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 2531 Shelby Street, Indianapolis, Indiana 46203.

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 G & G Closed  
6 Circuit Events, LLC, 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.*

9  
10 23. By reason of the Defendants' violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff  
11 G & G Closed Circuit Events, LLC, has the private right of action pursuant to Title 47 U.S.C.  
12 Section 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 G & G Closed Circuit Events, LLC, 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.

3  
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.*

7  
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 G  
11 & G Closed Circuit Events, LLC, has the private right of action pursuant to Title 47 U.S.C. Section  
12 553.

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

15  
16 (a) Statutory damages for each violation in an amount to  
17 \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also

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

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

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25  
26 **WHEREFORE, Plaintiff prays for judgment as set forth below.**  
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**COUNT III**

**(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 G & G Closed Circuit Events, LLC, 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 G & G Closed Circuit Events, LLC, 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;

**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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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

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