

5. Defendant Latitude 360 Nevada, Inc. (“Latitude Nevada”) is a corporation organized under the laws of Nevada with a principal place of business at 6022 San Jose Blvd., Jacksonville, FL 32217.

6. Defendant Latitude 360 Jacksonville LLC (“Latitude Florida”) is a corporation organized under the laws of Florida with a principal place of business at 6022 San Jose Blvd., Jacksonville, FL 32217. On information and belief, Latitude Florida is a wholly-owned subsidiary of Latitude Nevada.

7. Defendant Latitude 39 Group LLC (“Latitude 39”) is a limited liability company organized under the laws of Florida with a principal place of business at 6022 San Jose Blvd., Jacksonville, FL 32217. On information and belief, Latitude 39 is a wholly-owned subsidiary of Latitude Nevada or Latitude Florida.

8. Defendant Latitude 360 Indianapolis LLC (“Latitude Indianapolis” and, together with Latitude Nevada, Latitude Florida, and Latitude 39, the “Latitude Entities”) is a limited liability company organized under the laws of Delaware with a principal place of business at 6022 San Jose Blvd., Jacksonville, FL 32217. On information and belief, Latitude Indianapolis is a wholly-owned subsidiary of Latitude Nevada, Latitude Florida, or Latitude 39.

9. According to its publicly available Annual Report for the fiscal year ended December 31, 2014, Latitude Nevada “currently operate[s] three restaurant entertainment centers” under the Latitude 360 brand.

10. The three “restaurant entertainment centers” currently operated by Latitude (Nevada) include a “restaurant entertainment center” known as Latitude 360 Indianapolis, located at 4016 East 82nd Street, Indianapolis, Indiana 46250.

11. Latitude 360 Indianapolis is a place of business for public entertainment, accommodation, amusement, and refreshment.

12. Musical compositions were, and are, performed publicly at Latitude 360 Indianapolis.

13. On information and belief, at all times hereinafter mentioned, the Latitude Entities -- or some combination of those entities -- collectively have owned, controlled, operated and maintained Latitude 360 Indianapolis.

14. On information and belief, defendant Brent W. Brown (together with the Latitude Entities, the "Defendants") is an individual who resides and/or does business in this District.

15. On information and belief, at all times hereinafter mentioned, Brown was, and still is, a member, owner, officer, or director of each of the Latitude Entities.

16. At all times hereinafter mentioned, Brown was, and still is, responsible for the control, management, operation and maintenance of the affairs of the Latitude Entities.

17. At all times hereinafter mentioned, Defendants jointly had, and still have, the right and ability to supervise and control the activities that take place at Latitude 360 Indianapolis, including the right and ability to supervise and control the public performance of musical compositions at the establishment.

18. Each Defendant derives a direct financial benefit from the public performance of musical compositions at Latitude 360 Indianapolis.

**FACTS SPECIFIC TO DEFENDANTS' INFRINGEMENT OF
PLAINTIFFS' COPYRIGHTED MUSICAL COMPOSITIONS**

19. The Plaintiffs are all members of the American Society of Composers, Authors, and Publishers ("ASCAP"), a membership association that represents, licenses, and protects the public performance rights of its more than 525,000 songwriter, composer, and music publisher members.

20. Each ASCAP member grants to ASCAP a non-exclusive right to license the performing rights in that member's copyrighted musical compositions. On behalf of its members, ASCAP licenses public performances of its members' musical works, collects license fees associated with those performances, and distributes royalties to its members, less ASCAP's operating expenses.

21. Since November 2012, ASCAP representatives have made more than 40 attempts to contact the Defendants, or their representatives, agents, or employees, to offer an ASCAP license for Latitude 360 Indianapolis. ASCAP has contacted Defendants by phone, by mail, by e-mail, and in person.

22. Defendants have refused all of ASCAP's license offers for Latitude 360 Indianapolis.

23. ASCAP's various communications put Defendants on notice that unlicensed performances of ASCAP's members' musical compositions at Latitude 360 Indianapolis constitute copyright infringement of ASCAP's members' copyrights in their musical works.

24. Notwithstanding the foregoing, Defendants have continued to present public performances of the copyrighted musical compositions of ASCAP members at Latitude 360 Indianapolis, including the copyrighted works involved in this action, without permission, during the hours that the establishment is open to the public for business and presenting musical entertainment.

25. The original musical compositions listed in Column 3 were created and written by the persons named in Column 4.

26. The composition named in cause of action 2 was registered as an unpublished composition on the date stated in Column 5, and since the date of registration has been printed and published in strict conformity with Title 17 of the United States Code.

27. The compositions named in causes of action 1, 3 and 4 were published on the date stated in Column 5, and since the date of publication have been printed and published in strict conformity with Title 17 of the United States Code.

28. The Plaintiffs named in each cause of action, including their predecessors in interest, if any, complied in all respects with Title 17 of the United States Code, secured the exclusive rights and privileges in and to the copyright of each composition listed in Column 3, and received from the Register of Copyrights a Certificate of Registration, identified as set forth in Column 6.

29. Defendants on the dates specified in Column 7, and upon information and belief, at other times prior and subsequent thereto, infringed the copyright in each composition named in Column 3 by giving public performances of the compositions on Defendants' premises, for the entertainment and amusement of the patrons attending said premises, and Defendants threaten to continue such infringing performances.

30. The public performances at Latitude 360 Indianapolis of the Plaintiffs' copyrighted musical compositions on the dates specified in Column 7 were unauthorized: neither Defendants, nor any of the Defendants' agents, servants, or employees, nor any performer, was licensed by, or otherwise received permission from any Plaintiff, or any agent, servant, or employee of any Plaintiff, to give such performances.

31. In undertaking the conduct complained of in this action, Defendants knowingly and intentionally violated Plaintiffs' rights.

32. The many unauthorized performances at Latitude 360 Indianapolis include the performances of the four (4) copyrighted musical compositions upon which this action is based.

33. At the times of the acts of infringement complained of, the Plaintiff named in each cause of action was the owner of the copyright in the composition therein named.

34. The said wrongful acts of the Defendants have caused and are causing great injury to the Plaintiffs, which damage cannot be accurately computed, and unless this Court restrains the Defendants from the further commission of said acts, said Plaintiffs will suffer irreparable injury, for all of which the said Plaintiffs are without any adequate remedy at law.

WHEREFORE, Plaintiffs pray:

I. That Defendants and all persons acting under the direction, control, permission or authority of Defendants be enjoined and restrained permanently from publicly performing the aforementioned compositions -- or any of them -- and from causing or permitting the said compositions to be publicly performed at Latitude 360 Indianapolis, or at any place owned, controlled, managed, or operated by Defendants, and from aiding or abetting the public performance of such compositions in any such place or otherwise.

II. That Defendants be decreed to pay such statutory damages as to the Court shall appear just, as specified in 17 U.S.C. § 504(c)(1), namely, not more than Thirty Thousand Dollars (\$30,000) nor less than Seven Hundred And Fifty Dollars (\$750) in each cause of action herein.

III. That Defendants be decreed to pay the costs of this action and that a reasonable attorney's fee be allowed as part of the costs.

IV. For such other and further relief as may be just and equitable.

Dated: Jacksonville, Florida
August 25, 2015

Respectfully submitted,

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