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United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Charles P. Kocoras	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	09 C 2692	DATE	March 22, 2010
CASE TITLE	J&J Sports Productions, Inc. vs. Juan M. Reyes et al		

DOCKET ENTRY TEXT

Plaintiff's motion (Doc [26]) for prove-up is granted in part and denied in part. Default judgment is entered in favor of the plaintiff and against defendants for \$10,000.00 in total damages. Plaintiff is also awarded \$3,475.00 in attorney's fees and costs.

■ [For further details see text below.]

Docketing to mail notices.
*Mail AO 450 form.

ORDER

This case comes before the Court on the motion of Plaintiff J&J Sports Productions, Inc. ("J&J") for entry of default; entry of default judgment; and award of damages, attorneys' fees, and costs in a sum certain pursuant to Fed. R. Civ. P. 55. The docket reflects that Defendants Juan M. Reyes and La Quinta De Los Reyes, Inc. ("Defendants") have been served and have failed to plead or otherwise defend this action. We enter the Defendants' default under Fed. R. Civ. P. 55(a).

Imposition of personal liability upon Juan M. Reyes is appropriate in this case because the unchallenged allegations of the complaint establish that Reyes had the ability to supervise the interception of Plaintiffs' broadcast and had a financial interest in that activity. *Hard Rock Café Licensing Corp. v. Concession Servs., Inc.*, 955 F.2d 1143, 1150 (7th Cir. 1992). Furthermore, as a result of their default, Defendants are deemed to have unlawfully intercepted the program at issue and shown it to their patrons and to have done so willfully and for purposes of commercial advantage or private financial gain. *See Time Warner Cable v. Googles Luncheonette, Inc.*, 77 F. Supp. 2d 485, 490 (S.D.N.Y. 1999) ("[s]ignals do not descramble spontaneously, nor do television sets connect themselves to cable distribution systems").

J&J also requests an entry of default judgment against Defendants. J&J filed suit under two provisions of the Communications Act of 1934, namely 47 U.S.C. § 553 and 47 U.S.C. § 605. A plaintiff may not pursue relief under both sections because they target two different types of signal piracy. *United States v. Norris*, 88 F.3d 462, 468 (7th Cir. 1996) (describing that § 553 targets interception via cable network while § 605 implicates signal interception via other forms of wire or radio signal). The allegations and affidavits establish that Defendants unlawfully appropriated the signal displaying the boxing match for which J&J possessed exclusive distribution rights but provide no indication as to how the interception was accomplished. The mode of signal piracy affects the maximum amount of relief available to J&J: 47 U.S.C. § 553 provides for additional damages



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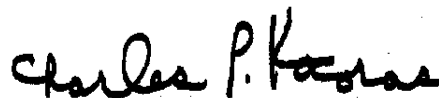
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ORDER

of up to \$50,000 for willful violations for purposes of commercial advantage while 47 U.S.C. § 605 allows up to \$100,000. In the absence of any allegations concerning the manner in which Defendants appropriated J&J's program, we will resolve the ambiguity in the complaint against the drafter, J&J, and construe the allegations in such a way to grant relief under the statute providing for the lesser amount of maximum damages. Accordingly, we enter default judgment against Defendants under 47 U.S.C. § 553.

Under 47 U.S.C. § 553(c)(3)(A)(ii), a court may award statutory damages for all violations in a sum of not less than \$250 and no more than \$10,000. In addition, 47 U.S.C. § 553(c)(3)(B) provides that if a court finds a violation occurred willfully and for purposes of commercial advantage it may increase the award of damages by up to \$50,000. Plaintiff requests that we award \$20,000 in damages; we believe this request is too extravagant. Instead, we award \$2,500 in statutory damages for the Defendants' violations and because we have already found the violations at issue to be willful and for commercial advantage we award an additional \$7,500 for a total of \$10,000 in damages. J&J also requests attorneys' fees and costs and provides supporting affidavits to justify its recovery pursuant to 47 U.S.C. § 553(c)(2)(C). We therefore award J&J \$3,475 in attorneys' fees and costs.

Dated: March 22, 2010



CHARLES P. KOCORAS
U.S. District Court Judge

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Judgment in a Civil Case

United States District Court
Northern District of Illinois
Eastern Division

J&J Sports Productions, Inc.

JUDGMENT IN A CIVIL CASE

v.

Case Number: 09 C 2692

Juan M. Reyes et al

- Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury rendered its verdict.
- Decision by Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS HEREBY ORDERED AND ADJUDGED that default judgment is entered in favor of the plaintiff and against defendants for \$10,000.00 in total damages. Plaintiff is also awarded \$3,475.00 in attorney's fees and costs. All matters in controversy having been resolved, final judgment is entered.

Michael W. Dobbins, Clerk of Court

Date: March 22, 2010

/s/ Stephen C. Tokoph, Deputy Clerk