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5 UNITED STATES DISTRICT COURT
6 SOUTHERN DISTRICT OF CALIFORNIA
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8 G&G CLOSED CIRCUIT
9 EVENTS, LLC,

10 Plaintiff,

11 v.

12 ANNA LEE PATRICIA
13 SANCHEZ and CHRISTIAN
14 FRANCISCO SANCHEZ,
15 individually and d/b/a EMILYS
TACO SHOP & BIRRIERIA,

16 Defendants.

Case No.: 18-cv-00382-WQH-KSC

ORDER

17 HAYES, Judge:

18 The matters before the Court are the Motion for Default Judgment (ECF No. 8) and
19 the Motion for Attorney Fees (ECF No. 10) filed by Plaintiff G&G Closed Circuit Events,
20 LLC (G&G).

21 **I. Background**

22 On February 20, 2018, G&G initiated this action by filing a complaint against
23 Defendants Anna Lee Patricia Sanchez and Christian Francisco Sanchez, individually and
24 d/b/a Emilys Taco Shop & Birrieria. (ECF No. 1). G&G brings causes of action against
25 Defendants alleging violation of 47 U.S.C. §§ 605 and 553, conversion, and violation of
26 Cal. Bus. & Prof. Code § 17200 et seq. *Id.*
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1 The Complaint alleges that G&G is a limited liability company, and that G&G was
2 “granted the exclusive nationwide commercial distribution (closed-circuit) rights to *Saul*
3 *Alvarez v. Julio Cesar Chavez, Jr. Super Middleweight Championship Fight Program*,
4 telecast nationwide on Saturday, May 6, 2017” (the Program). *Id.* ¶ 5–6, 18. The
5 Complaint alleges that G&G “entered into subsequent sublicensing agreements with
6 various commercial entities” granting “the rights to publicly exhibit the Program within
7 their respective commercial establishments.” *Id.* ¶ 19. G&G alleges that on Saturday, May
8 6, 2017, “with full knowledge,” “willfully,” and “for purposes of direct and/or indirect
9 commercial advantage and/or private financial gain,” Defendants “did unlawfully
10 intercept, receive, publish, divulge, display, and/or exhibit the Program at the time of its
11 transmission at their commercial establishment.” *Id.* ¶ 21–22. G&G alleges that
12 Defendants subjected it to “severe economic distress and great financial loss” by depriving
13 G&G of the “commercial license fee to which [G&G] was rightfully entitled.” *Id.* ¶ 34.

14 On May 21, 2018, G&G filed Proof of Service with respect to Defendants Anna and
15 Christian Sanchez. (ECF No. 4.) The Proof of Service states that service was completed
16 with respect to Defendants Anna and Christian Sanchez through personal service. *Id.*

17 On July 2, 2018, G&G filed a request for entry of clerk default as to Defendants.
18 (ECF No. 5). In support of the request for entry of clerk default, G&G submitted the
19 declaration of Thomas P. Riley, counsel for G&G, who stated that Defendants had not
20 appeared in the action and had not responded to the Complaint within the time permitted
21 by law. On July 3, 2018, the Clerk entered default as to Defendants. (ECF Nos. 6–7).

22 On July 13, 2018, G&G filed the Motion for Default Judgment. (ECF No. 8.) The
23 docket reflects that Defendants have not filed any response. In the Motion, G&G requested
24 fourteen days from the entry of judgment to submit a motion for costs and attorney fees.
25 (ECF No. 8-1 at 21).

26 On October 26, 2018, the Court issued an Order stating,

27 **IT IS HEREBY ORDERED** that Plaintiff G&G Closed Circuit Events, LLC is
28 entitled to \$4,400 in statutory damages and \$2,200 in conversion damages. Plaintiff

1 may submit evidence to support the request for attorney's fees within fourteen days
2 from the date of this Order. The Motion for Default Judgment will remain pending
3 to allow Plaintiff time to submit evidence related to attorney's fees.

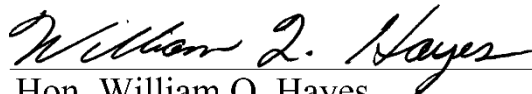
4 (ECF No. 9 at 6). On November 9, 2018, G&G filed a Motion for Attorney Fees and Costs.
5 (ECF No. 10). G&G requests "costs in the amount of \$1,375.02 and attorneys' fees in the
6 amount of \$3,245.00." *Id.* at 5. G&G contends attorneys' fees are warranted because
7 U.S.C. § 605 requires courts to award costs and attorneys' fees to an aggrieved prevailing
8 party. *Id.* at 2. G&G contends G&G is an aggrieved party within the meaning of the statute
9 based on owning exclusive nationwide distribution rights to the Program. *Id.* G&G filed
10 a declaration from G&G's counsel, Thomas P. Riley, which includes an itemized list of the
11 fees and costs incurred, stating that the total costs and attorney's fees incurred in this case
12 are \$4,620.02. (Ex. 1 to Thomas Decl., ECF No. 10-2 at 8). G&G's costs include \$625 in
13 investigative fees, \$400 in filing fees, \$323.85 in service of process fees, and \$26.17 in
14 courier charges. *Id.*

15 The provisions at 47 U.S.C. § 605(e)(3)(B)(iii) state that courts "shall direct the
16 recovery of full costs, including awarding reasonable attorneys' fees to an aggrieved party
17 who prevails." G&G provides sufficient evidence to establish that G&G is entitled to
18 \$4,620.02 in attorney's fees and costs.

19 IT IS HEREBY ORDERED that the Motion for Default Judgment (ECF No. 8) and
20 the Motion for Attorney Fees and Costs (ECF No. 10) are GRANTED. G&G is entitled to
21 \$4,400 in statutory damages, \$2,200 in conversion damages, and \$4,620.02 in attorney's
22 fees and costs.

23 The Court orders G&G to submit a proposed judgment in accordance with this Order
24 within fourteen days of the date of this Order.

25 Dated: November 28, 2018

26 
27 Hon. William Q. Hayes
28 United States District Court