

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

**CASE NO.** \_\_\_\_\_

UNIVISION RADIO FLORIDA, LLC  
f/k/a HBC FLORIDA, LLC,

Plaintiff,

v.

MICCOSUKEE TRIBE OF INDIANS OF  
FLORIDA; MICCOSUKEE RESORT &  
GAMING, INC.; and JOHN DOE(S),

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, UNIVISION RADIO FLORIDA, LLC f/k/a HBC FLORIDA, LLC, hereby sues Defendants, MICCOSUKEE TRIBE OF INDIANS OF FLORIDA; MICCOSUKEE RESORT & GAMING, INC.; JOHN DOE(S); and any of their other affiliated or related companies, entities or enterprises which were involved in the tree / land clearing work at issue in this action, and alleges as follows:

**Nature of Suit**

1. This is a negligence and trespass action for money damages against defendants for damage to or loss of property occurring in the United States and caused by the tortious act or omission of defendants and/or their employees while acting within the scope of their employment.

**The Parties**

2. Plaintiff UNIVISION RADIO FLORIDA, LLC f/k/a HBC FLORIDA, LLC (“Plaintiff” or “Univision Radio”), is a Delaware limited liability company with its principal place of business located in Miami-Dade County, Florida.

3. Defendant MICCOSUKEE TRIBE OF INDIANS OF FLORIDA (the “Miccosukee Tribe”) is a federally recognized Native American tribe residing and/or located within Miami-Dade County, Florida.

4. Defendant MICCOSUKEE RESORT & GAMING, INC. is, upon information and belief, a Florida corporation, as well as a commercial enterprise owned and controlled by the Miccosukee Tribe, which has its principal place of business located within Miami-Dade County, Florida.

5. Defendants MICCOSUKEE TRIBE OF INDIANS OF FLORIDA and MICCOSUKEE RESORT & GAMING, INC., together with any of their other affiliated or related companies, entities or enterprises which were involved in the tree / land clearing work at issue in this action, are hereinafter referred to collectively as the “Tribe.”

6. Upon information and belief, Defendant JOHN DOE(s) is a resident of and/or does business in Miami-Dade County, Florida, and was employed by the Tribe to perform the tree / land clearing work at issue in this action which negligently caused the damage to Plaintiff’s property.

**Jurisdiction, Venue and Other General Allegations**

7. This Court has jurisdiction under 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens or subjects of different states and/or a foreign state.

8. The Tribe is not immune from suit in this action under the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602, *et seq.* (“FSIA”), because this is an action that is based upon the commercial activity of the Tribe carried on in the United States and/or in which money damages are sought against the Tribe for damage to or loss of property occurring in the United States and caused by the tortious act or omission of the Tribe or its officers and/or employees while acting within the scope of their office and/or employment. *See* 28 U.S.C. § 1605(a). In addition, the Tribe has waived and/or is estopped from asserting any sovereign immunity which it might have otherwise enjoyed because it has already admitted to Plaintiff its liability and has made a partial payment to Plaintiff for its damages in an amount in excess of \$60,000.00 (which admission and payment led Plaintiff to believe that it would be fully compensated by the Tribe for the damages it incurred without the need for bringing a lawsuit and/or looking to any other party for compensation).

9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) because Defendants are residents of and/or do business in Miami-Dade County, Florida, and the actions and injuries upon which Plaintiff’s claims are based accrued in Miami-Dade County, Florida.

10. Plaintiff has obligated itself to pay its undersigned attorneys a reasonable fee for their services.

11. All conditions precedent to the filing of this action have been performed, have occurred or have been waived.

**Count I - Claim for Negligence**

12. Plaintiff repeats and realleges each and every allegation contain in Paragraphs 1 through 11 above as if fully set forth herein.

13. Plaintiff is the largest Spanish-language radio broadcaster in the United States.

14. In April 2007, Plaintiff owned certain real property located in Miami-Dade County, Florida (the “Property”), which Property was adjacent to land owned by the Tribe.

15. Plaintiff owned and operated on its Property a radio tower (the “Tower”) which it used to broadcast Spanish-language radio programs in the South Florida area.

16. On or about April 22, 2007, Defendants were using heavy equipment to clear trees / land on the Tribe’s property when they encroached on Plaintiff’s Property and began clearing trees / land on Plaintiff’s Property as well, without Plaintiff’s consent and/or permission.

17. In clearing trees / land from Plaintiff’s Property, Defendants also negligently pulled out some of the guy wires which held Plaintiff’s Tower in place, causing the Tower to collapse and be totally destroyed.

18. The costs to replace the destroyed Tower alone have exceeded \$75,000.00.

19. Defendants owed Plaintiff a duty of care while clearing the Tribe’s trees / land not to destroy Plaintiff’s Property and/or the Tower.

20. Defendants were negligent and breached their duty of care to Plaintiff by failing to exercise the proper level of care and destroying Plaintiff’s Property and Tower.

21. Plaintiff has suffered damages as a result of Defendants’ negligence, including but not limited to the costs to repair the Tower, lost profits, etc.

**WHEREFORE,** Plaintiff Univision Radio demands entry of judgment against Defendants for damages, pre-judgment interest, and costs, and for such other and further relief as this Court deems just and proper.

**Count II - Claim for Trespass**

22. Plaintiff repeats and realleges each and every allegation contain in Paragraphs 1 through 21 above as if fully set forth herein.

23. The Property and the Tower are owned by Plaintiff.

24. Defendants have willfully entered the Property without authorization, license, or invitation of Plaintiff and have caused damage to Plaintiff's Property and its Tower.

25. As a result of Defendants' trespass, Plaintiff has suffered damages, including but not limited to the costs to repair the Tower, lost profits, etc.

**WHEREFORE**, Plaintiff Univision Radio demands entry of judgment against Defendants for damages, pre-judgment interest, and costs, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

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