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 7 **UNITED STATES DISTRICT COURT**  
 8 **DISTRICT OF NEVADA**

9 J & J SPORTS PRODUCTIONS, INC. ) Case No.: 2:17-cv-02353-MMD-BNW  
 )  
 10 Plaintiff, )  
 )  
 11 vs. )  
 )  
 12 HECTOR MONTENEGRO individually and) **PROPOSED DEFAULT JUDGMENT**  
 dba EL TRANCAZO NIGHT CLUB, LLC aka)  
 13 EL TRANCAZO NIGHT CLUB, )  
 )  
 14 Defendant. )  
 )  
 15 \_\_\_\_\_)

DUBOWSKY LAW OFFICE, CHTD.

16 Plaintiff, J & J Sports Productions, Inc. (hereinafter Plaintiff), by and through its  
 17 attorneys of record, Peter Dubowsky, Esq. of the Dubowsky Law Office, Chtd., having  
 18 filed a Complaint against Defendants HECTOR MONTENEGRO individually and dba EL  
 19 TRANCAZO NIGHT CLUB, LLC aka EL TRANCAZO NIGHT CLUB (ECF 1) and  
 20 alleging broadcast piracy under the of 1934, as amended, Title 47 U.S.C. 605 et seq., and  
 21 The Cable & Television Consumer Protection and Competition Act of 1992, as amended,  
 22 Title 47 U.S. Section 553, et seq. for pirating the "Floyd Mayweather Jr. vs. Marcos  
 23 Maidana II" WBC World Lightweight Championship Fight Program, telecast nationwide  
 24 on September 13, 2014; and  
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Plaintiff having submitted their Motion for Default Judgment (“Motion”) (ECF 15) with supporting Legal Memorandum to the Motion (ECF 16), and the Plaintiff’s Affidavit of Joseph M. Gagliardi (plus the Attachments: # 1 Exhibit License Agreement, # 2 Exhibit Rate Card) (ECF 17) and Affidavit of witness Lawrence E. Sanchez (ECF 18); and

The Court finds that Plaintiff has met the seven factors outlined by the Ninth Circuit in Eitel v. McCool, 782 F.2d 1470, 1471 (9th Cir. 1986) for granting default judgment; and accordingly, the amounts requested by Plaintiff for its federal claim, \$10,000 in statutory damages and \$30,000 in “enhanced” statutory damages (47 U.S.C. §§ 605(e)(C)(3)(i)(II) and (e)(3)(ii) and Kingvision Pay-Per-View, Ltd. v. Backman, 102 F.Supp.2d 1196 (N.D. Cal. 2000)) based on this willful violation, including but not limited to such factors as the Defendants \$20.00 cover charge, and multiple screens (ECF 18), for a total award of \$40,000 against Defendant HECTOR MONTENEGRO individually and dba EL TRANCAZO NIGHT CLUB, LLC aka EL TRANCAZO NIGHT CLUB.

Dated: October 5, 2020

  
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U.S. DISTRICT COURT JUDGE