

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x
J&J SPORTS PRODUCTIONS, INC.,

Plaintiff,

-against-

**MEMORANDUM
AND ORDER**

10-CV-1144 (ENV)

CLASSY GRILL, INC.,
doing business as CG Lounge, Inc., and
ANTHONY SERMONS,

Defendants.

-----x

ROANNE L. MANN, UNITED STATES MAGISTRATE JUDGE:

Currently pending before this Court, on a referral from the Honorable Eric N. Vitaliano, is an inquest proceeding in the above case, following defaults by defendants Classy Grill, Inc., d/b/a CG Lounge, Inc., and Anthony Sermons (collectively, "defendants"). In reviewing the Memorandum of Law in Support of Request for Judgment by Default ("Pl. Mem."), filed by plaintiff J&J Sports Productions, Inc. ("plaintiff" or "J&J"), the Court noted several errors and omissions, including plaintiff's request for attorneys' fees and costs in the amount of \$24,370.00. See Pl. Mem. at 17. This request is unsupported by contemporaneous time records describing the nature of the services rendered, and contains no mention of, or justification for, plaintiff's counsel's hourly billing rate; moreover, the request is for "fees assessed and costs advanced through March 15, 2008," which is the date of the interception complained of, and precedes the commencement of this lawsuit by about two years.¹

Because the amount of the fees and costs demanded far exceeds the sums typically

¹ The complaint was filed on March 13, 2010.

demanded and awarded in similar cases resulting in default judgments, the Court briefly reviewed other recent filings in this district by J&J and/or J&J's counsel of record, Paul Hooten, Esq. To the Court's surprise, J&J and/or Mr. Hooten have, in other similar cases, filed virtually identical memoranda, all requesting fees, through the date of interception, in the amount of \$24,370 or in amounts exceeding that sum by \$300 or \$600. See, e.g., Memorandum (Aug. 13, 2010) at 17, in King Vision Pay-Per-View, Ltd. v. Palm Tree Sports Bar, Inc., 10 CV 124(SJ) (seeking \$24,970);² Memorandum (Mar. 19, 2010) at 17, in J&J Sports Productions, Inc. v. Sippers Sports Bar Inc., 09 CV 5349(JG) (seeking \$24,370); Memorandum (Apr. 9, 2010) at 15, in J&J Sports Productions, Inc. v. Club 291, 09 CV 4782(JBW) (seeking \$24,670). However, it appears that when issues arose, the plaintiffs in those cases would either withdraw their fee requests or "clarify" that the amount identified as fees was in fact the total amount of damages sought by the plaintiff. See, e.g., Amended Memorandum (Sept. 7, 2010) at 17, in King Vision v. Palm Tree Sports Bar, 10 CV 124(SJ); Hooten Affidavit (Mar. 26, 2010) ¶ 4, in J&J v. Sippers Sports Bar Inc., 09 CV 5349(JG); see also Default Judgment (awarding damages of \$24,670) in J&J v. Club 291, 09 CV 4782 (JBW).

In view of the foregoing, J&J is directed to show cause, in writing, by September 20, 2010, why its demand for fees and costs should not be stricken.

² Indeed, in the King Vision case, this unsupported demand was likewise the subject of an order issued by Magistrate Judge Cheryl Pollak on August 31, 2010.

Defendants' response to J&J's inquest submissions must be served and filed by October 5, 2010.

The Clerk is directed to enter this Memorandum and Order into the Electronic Case Filing system and to transmit copies to defendants, via Federal Express, at the following addresses:

Classy Grill, Inc.
d/b/a CG Lounge, Inc.
1251 Ralph Avenue
Brooklyn, NY 11238

Anthony Sermons
1624 Edgewood Avenue W
Jacksonville, FL 32208

Anthony Sermons
c/o Classy Grill, Inc.
d/b/a CG Lounge, Inc.
1251 Ralph Avenue
Brooklyn, NY 11238

Anthony Sermons
35 Fifth Avenue
Valley Stream, NY 11580

SO ORDERED.

**Dated: Brooklyn, New York
September 16, 2010**

**ROANNE L. MANN
UNITED STATES MAGISTRATE JUDGE**