

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
TEXAS, EL PASO DIVISION

G&G Closed-Circuit Events, LLC v. Kelpim, Inc., D/B/A Coconuts
Wing Cantina, Michael Boren, and Raul Pimental

G&G Closed-Circuit Events · No. 3:24-CV-00408-LS · Decided December 8, 2025

SUMMARY

The United States District Court for the Western District of Texas granted G&G Closed-Circuit Events, LLC’s unopposed motion for summary judgment against Kelpim, Inc., Michael Boren, and Raul Pimental for unauthorized broadcast of a televised boxing event in violation of 47 U.S.C. § 605. The court imposed vicarious liability on Boren and Pimental, awarded \$15,000 in damages, and permitted G&G to seek attorney’s fees. The court also rejected defendants’ breach-of-contract and fraud counterclaims, subject to a brief opportunity for defendants to seek summary judgment on those claims.

CASE DETAILS

COURT	United States District Court for the Western District of Texas, El Paso Division
WRITING FOR THE COURT	Leon Schydlower
JURISDICTION	United States District Court for the Western District of Texas, El Paso Division
DECIDED	December 8, 2025
DOCKET	3:24-CV-00408-LS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for summary judgment on its Federal Communications Act claims. Defendants did not respond to the motion. The court granted summary judgment for plaintiff, awarded \$15,000 in damages, and gave defendants ten days to seek summary judgment on their counterclaims.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows that no genuine dispute of material fact exists and that the movant is entitled to judgment as a matter of law. The nonmovant must identify specific facts showing a genuine issue for trial, and the court views the

evidence in the light most favorable to the nonmovant without making credibility determinations or weighing evidence.

PRECEDENTIAL VALUE

unknown

TOPICS

summary judgment

commercial litigation

damages

breach of contract

civil procedure

PRACTICE AREAS

civil procedure

commercial litigation

contracts

remedies

QUESTIONS PRESENTED

1. Whether plaintiff established liability under 47 U.S.C. § 605(a) for unauthorized interception and exhibition of the satellite-transmitted event.
2. Whether Michael Boren and Raul Pimental were vicariously liable for Kelpim's violation based on their right and ability to supervise the establishment and their direct financial interests.
3. What statutory and willfulness damages should be awarded under 47 U.S.C. § 605(e)(3).
4. Whether defendants' remaining breach-of-contract and fraud counterclaims failed in light of plaintiff's unchallenged summary-judgment evidence.

HOLDINGS

1. A plaintiff establishes liability under § 605(a) by showing that the broadcasted event was shown at the defendants' establishment and that plaintiff did not authorize the broadcast. Plaintiff's unchallenged evidence established both elements as to Kelpim.
2. Individuals may be held vicariously liable for an establishment's § 605 violation when they had the right and ability to supervise the unauthorized activities and an obvious and direct financial interest in those activities. The evidence established both requirements for Boren and Pimental.
3. The court awarded \$3,750 in statutory damages and \$11,250 in willfulness damages, for total damages of \$15,000, based on the estimated licensing fee, the commercial nature of the violation, and deterrence considerations.
4. A prevailing aggrieved party is entitled to reasonable attorney's fees under § 605(e)(3)(B)(iii), and plaintiff could seek fees by motion filed within fourteen days after entry of judgment.
5. The court concluded that defendants' breach-of-contract and fraud counterclaims failed based on plaintiff's unchallenged summary-judgment evidence, but afforded defendants ten days to seek summary judgment on their counterclaims before dismissal and entry of final judgment.

KEY QUOTATIONS

"This is a strict liability statute and only requires that the plaintiff show (1) that the broadcasted event in question was shown at the defendants' establishment, and (2) the plaintiff did not authorize the broadcast."

(II.A)

“For the foregoing reasons, Plaintiff G&G Closed-Circuit Events, LLC’s motion for summary judgment [ECF No. 23] is granted. Plaintiff is awarded \$15,000 in damages.” (III)

FACTUAL BACKGROUND

G&G held the exclusive license to televise the November 6, 2021, Saul Alvarez-Caleb Plant boxing event at nonresidential locations. An auditor observed the event being shown on televisions at Coconuts Wing Cantina, operated by Kelpim, and photographs showed the event's SHOWTIME-PPV broadcast. Evidence indicated that Kelpim had only a residential satellite account and lacked authorization to broadcast the event, while Boren and Pimental admitted roles giving them supervisory authority and financial interests in the establishment. The establishment had approximately thirty-three to forty-five patrons, displayed the event on three or four televisions, and apparently sold drinks but did not charge a cover fee.

PROCEDURAL HISTORY

G&G Closed-Circuit Events sued Kelpim, Inc., Michael Boren, and Raul Pimental for unauthorized interception and exhibition of a televised boxing event under the Federal Communications Act. Defendants asserted counterclaims for breach of contract, fraud, and civil RICO violations. The court previously dismissed the RICO counterclaims but allowed the breach-of-contract and fraud counterclaims to proceed. Plaintiff then moved for summary judgment on its FCA claims; defendants failed to respond, and the court granted the motion while allowing defendants ten days to seek summary judgment on their remaining counterclaims.

DISPOSITION

other

CASES CITED

- Little v. Liquid Air Corp., 952 F.2d 841, 847 (5th Cir. 1992), on reh'g en banc, 37 F.3d 1069 (5th Cir. 1994)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Fields v. City of S. Houston, 922 F.2d 1183, 1187 (5th Cir. 1991)
- Brown v. City of Houston, 337 F.3d 539, 541 (5th Cir. 2003)
- Morris v. Covan World Wide Moving, Inc., 144 F.3d 377, 380 (5th Cir. 1998)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Reeves v. Sanderson Plumbing Prods., Inc., 530 U.S. 133, 150-51 (2000)
- First Colony Life Ins. v. Sanford, 555 F.3d 177, 180 (5th Cir. 2009)
- J&J Sports Prods., Inc. v. Mandell Fam. Ventures, L.L.C., 751 F.3d 346, 351-53 (5th Cir. 2014)
- Joe Hand Promotions, Inc. v. 152 Bronx, L.P., 11 F. Supp. 3d 747, 753 (S.D. Tex. 2014)
- J&J Sports Prods., Inc. v. Casita Guanajuato, Inc., No. A-13-CA-824-SS, 2014 WL 1092177, at *1 (W.D. Tex. Mar. 19, 2014)

- Joe Hand Promotions, Inc. v. Ambiente Bar LLC, No. 7:13-CV-132, 2014 WL 580767, at *2 (S.D. Tex. Feb. 13, 2014)
- Joe Hand Promotions, Inc. v. Garcia, 546 F. Supp. 2d 383, 386 (W.D. Tex. 2008)
- Ent. By J&J, Inc. v. Al-Waha Enters., Inc., 219 F. Supp. 2d 769, 776 (S.D. Tex. 2002)
- J&J Sports Prods., Inc. v. Pistoleros del Adobe Horse Shoe Cantina & Grill LLC, No. EP-23-CV-419-KC, 2024 WL 4376121, at *3-4 (W.D. Tex. Sept. 25, 2024)
- J&J Sports Prods., Inc. v. Bermudez, No. SA-17-CV-387-XR, 2017 WL 4448244, at *5 (W.D. Tex. Oct. 5, 2017)
- J&J Sports Prods., Inc. v. Beck, No. L-13-57, 2013 WL 5592333, at *3 (S.D. Tex. Oct. 9, 2013)
- Leatherman v. Tarrant Cnty. Narcotics Intel. and Coordination Unit, 28 F.3d 1388, 1397 (5th Cir. 1994)

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