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CENTRAL DISTRICT COURT
CENTRAL DISTRICT OF CALIF
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12 Ron Tafoya, Greg Gomez and Jose Henrickson

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 RON TAFOYA, an individual, GREG
16 GOMEZ, an individual and JOSE
17 HENRICKSON, an individual,

18 Plaintiffs,

19 vs.

20 SI TV, INC., a Delaware corporation, SCN
21 (SI TV) ENTERPRISES, LLC, a Delaware
22 limited liability company, MOCTESUMA
23 ESPARZA, an individual, and MAYA
24 PICTURES, LLC, a California limited
25 liability company,

26 Defendants.

Case No.

CN05-2892 GPs (PJA)

COMPLAINT FOR COPYRIGHT
INFRINGEMENT, BREACH OF
IMPLIED CONTRACT, BREACH
OF FIDUCIARY DUTY, UNJUST
ENRICHMENT AND
INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE

DEMAND FOR JURY TRIAL

27 Plaintiffs Ron Tafoya, Greg Gomez and Jose Henrickson allege as follows:

28 INTRODUCTION

1. This case presents an astounding example of willful copyright
infringement and theft of intellectual property. This Court has jurisdiction over

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1 this matter pursuant to 28 U.S.C. §§ 1331, 1367 and 1338 in that one of the causes
2 of action arises under the United States Copyright Act, 17 U.S.C. §§101 et seq.

3
4 2. In order to promote and generate publicity for its fledgling cable
5 television network, defendants Sí TV, Inc., and SCN (Sí TV) Enterprises, LLC
6 (collectively "Sí TV") have stolen Plaintiffs' idea for an original comedy
7 television show and deliberately infringed the copyright in the initial pilot for that
8 show produced by Plaintiffs. Defendants Moctesuma Esparza and Maya Pictures,
9 LLC (collectively the "Esparza Parties") for their part have stolen Plaintiffs' idea
10 and copyrighted program to further Esparza's own stalled career and generate
11 publicity for Esparza as a successful producer of comedy television. Plaintiffs
12 have been left to watch as Sí TV and the Esparza Parties promote a complete rip-
13 off of Plaintiffs' show as if it were their own.

14
15 3. Plaintiffs are aspiring producers, writers and directors of comedy
16 television programs and feature films. Plaintiffs conceived of an idea for a half-
17 hour comedy program featuring B-grade, campy Mexican movies edited down to a
18 half hour program with new dialog and score dubbed in. Plaintiffs' idea was
19 entitled "I Can't Believe It's Cinema" (the "Series"). Plaintiffs produced a pilot
20 episode of the series entitled *Goodbye Egghole*.

21
22 4. In mid 2002, Esparza agreed to help Plaintiffs find funding to
23 produce their show and an outlet to broadcast it. Esparza then put Plaintiffs into
24 contact with Sí TV. In mid-2003, Plaintiffs screened *Goodbye Egghole* for Sí TV
25 executives, including Jeff Valdez. Plaintiffs provided Sí TV with written
26 materials listing Plaintiffs as producers, creators and copyright owners.

1 5. After viewing the pilot, Sí TV expressed significant interest in
2 licensing the Series. In late 2003, Plaintiffs had a meeting with Esparza and Sí TV
3 to further discuss the possibility of Sí TV acquiring rights in the Series. During
4 this meeting, Plaintiff Gomez then informed Valdez that Plaintiffs were the
5 owners of the Series and the copyright in *Goodbye Egghole* and that they would
6 need to approve and accept any license agreement for the property.
7

8 6. Shortly thereafter, Esparza forwarded to Plaintiffs a portion of a
9 contract he was entering into with Sí TV. In this portion of Esparza's contract, Sí
10 TV purported to license the right to produce and broadcast the Series from
11 Esparza. Plaintiffs immediately contacted Esparza told him he had no right to
12 license the Series and that he had no ownership interest in it. Esparza
13 subsequently acknowledged Plaintiffs' ownership of the Series. Plaintiffs then
14 rejected the Sí TV deal in early 2004.
15

16 7. Nevertheless, throughout the spring of 2004, Sí TV shamelessly
17 promoted its ownership of the Series. In fact, Sí TV went so far as to show the
18 *Goodbye Egghole* pilot in promoting its fledgling network to potential advertisers
19 and investors. By virtue of this unauthorized use of *Goodbye Egghole* and the
20 blatantly false representations that it owned the rights to the Series, Sí TV
21 generated millions of dollars in investment and advertising revenue.
22

23 8. In June 2004, Plaintiffs demanded that Sí TV cease and desist of any
24 use of *Goodbye Egghole* or the Series. Sí TV responded a few weeks later, stating
25 that it would not use any of Plaintiffs' properties any further. Unfortunately, that
26 was not true.
27
28

1 9. In January 2005, Sí TV announced that it was going to debut a new
2 original program entitled “Circumsized Cinema” on February 25, 2005. That
3 program is described by Sí TV as follows: “The show takes original films culled
4 from the library of Mexico’s most prolific B-movie masters and cuts them down to
5 22-minute mini-movies with a totally new plot.” The Esparza Parties are
6 purported to be the creator and producer of this new show, which Sí TV advertises
7 as its first original scripted program. All of Sí TV’s subsequent publicity materials
8 have prominently featured “Circumsized Cinema.”
9

10 10. Not only did Sí TV and the Esparza Parties steal the concept of the
11 Series to create their new program, they even instructed their writers and
12 producers to watch the *Goodbye Egghole* pilot to make sure they understood the
13 concept correctly and would produce substantially similar programs.
14

15 11. By virtue of the foregoing, Sí TV and Esparza have deliberately and
16 intentionally stolen an extremely valuable property from Plaintiffs. Moreover, by
17 widely advertising their purported ownership of both “I Can’t Believe It’s
18 Cinema” and the rip off “Circumsized Cinema,” defendants have destroyed
19 Plaintiffs’ ability to shop their ideas elsewhere. By this lawsuit, Plaintiffs seek
20 just and proper compensation for what is rightfully theirs, to force defendants to
21 disgorge any profits or benefits obtained by their egregious misconduct and to
22 force Sí TV and Esparza to properly credit Plaintiffs and not Esparza as the creator
23 of “Circumsized Cinema.”
24
25
26
27
28

THE PARTIES

1
2
3 12. Plaintiff John Gregory Gomez is an individual residing in Los
4 Angeles County, California. Gomez is in the business of developing and selling
5 entertainment properties.

6
7 13. Plaintiff Ron Tafoya is an individual residing in Lake County,
8 California. Tafoya is a self-employed real estate agent and also develops and sells
9 entertainment properties.

10
11 14. Plaintiff Jose "JoJo" Henrickson is an individual residing in Los
12 Angeles County, California. Henrickson is an actor and writer, director and
13 producer of entertainment properties.

14
15 15. Defendant Moctesuma Esparza is a producer of feature films and
16 television programs. Esparza's credits include *Selena*, *The Milagro Beanfield War*
17 and others. Esparza resides in the County of Los Angeles, California.

18
19 16. Defendant Maya Pictures, LLC ("Maya") is a California Limited
20 Liability Company with its principal place of business in Los Angeles County.
21 Plaintiff is informed and believes and thereon acknowledges that Maya is wholly
22 owned by Esparza and was created specifically to own and produce Circumsized
23 Cinema.

24
25 17. Defendant Sí TV, Inc. is a Delaware corporation with its principal
26 place of business in Los Angeles County, California. Sí TV, Inc. is a cable
27 television network specializing in English-language programming targeting at
28 young Latinos.

1 18. Defendant SCN (SÍ TV) Enterprises, LLC is a Delaware limited
2 liability company with its principal place of business in Los Angeles, California.

3
4 19. Plaintiffs are informed and believe, and thereon allege, that at all
5 times herein mentioned each of the defendants was the agent and employee of the
6 other defendants, and was at all times herein mentioned acting within the scope of
7 such agency and employment.

8
9 20. Plaintiffs are informed and believe, and thereon allege, that Maya is
10 the alter ego of Esparza, and that Esparza operates Maya as a conduit for his
11 unlawful gain, as further alleged herein, such that it would be equitable to hold
12 both Esparza and Maya liable for all damages incurred by Plaintiffs and would be
13 inequitable to allow Esparza to escape personal liability because of the corporate
14 entity he formed. Moreover, insofar as Maya was established by Esparza for the
15 purpose of committing copyright infringement, breach of contract and breach of
16 fiduciary duties, it would be equitable to hold Maya liable for the acts and conduct
17 of Esparza in committing those wrongs.

18
19 **VENUE AND JURISDICTION**

20
21 21. Venue in this Judicial District is proper under 28 U.S.C. § 1391 (b)
22 and (c) and 28 U.S.C. § 1400(a) as the defendants are all located in Los Angeles
23 County and a substantial part of the acts and circumstances giving rise to this
24 Complaint occurred in Los Angeles County.

25
26 22. This Court has jurisdiction over this matter in that one of the causes
27 of action arises under the United States Copyright Act, 17 U.S.C. §§101 et seq.

1 Jurisdiction is based upon 28 U.S.C. §§ 1331 and 1338. Jurisdiction is proper for
2 the remaining claims under 28 U.S.C. § 1367.

3
4 **ALLEGATIONS COMMON TO ALL CLAIMS**

5
6 23. In late 2001, plaintiff Gomez developed the idea for the Series.
7 Gomez then obtained a license from the owner of a number of suitable Mexican
8 films to use those films in episodes of the Series. This license agreement was
9 made between Gomez, doing business as Exploitista Productions, and Diamante
10 Productions.

11
12 24. Upon obtaining this license, Gomez approached plaintiffs Tafoya and
13 Henrickson with the possibility of producing a pilot episode of the show. Tafoya
14 and Henrickson then proceeded to write a script and score for the pilot. Plaintiffs
15 then hired actors to perform the roles in the pilot and produced the half-hour
16 program.

17
18 25. Plaintiffs' pilot, entitled *Goodbye Egghole*, featured a host named
19 "Freddie Los Freddies" who was trying to sell films in his catalog to film buyers.
20 Freddie then shows the film "Goodbye Egghole" to the audience. During the
21 episode, Freddie addresses the audience directly before, during and after the film.
22 *Goodbye Egghole* is an edited version of a B-grade Mexican action movie entitled
23 "Contrabanda en los Huevos" ("Contraband in the Eggs"). In Plaintiffs' pilot the
24 plot of the film is changed to revolve around the eggs, Easter and the Easter
25 Bunny. The effect is a humorous parody of the original film, within the larger
26 parody of an entertainment industry executive peddling bad films.

27
28

1 26. In mid-2002, Gomez contacted Esparza to show him *Goodbye*
2 *Egghole* and seek his assistance in selling the idea to a production company or
3 television network. Gomez indicated to Esparza that, if Esparza succeeded in
4 selling the series, that he would, at most, be entitled to an equal one-quarter share
5 of the producer fees earned on the project. Esparza several times requested a 50%
6 ownership in the Series, but Gomez rejected that offer every time.

7
8 27. Esparza then viewed *Goodbye Egghole* and suggested that it would
9 be perfect for Sí TV, the new cable channel being developed by Jeff Valdez.
10 Esparza represented that he had a relationship with Valdez and could get Plaintiffs
11 in the door. Plaintiffs agreed to let Esparza try and sell *Goodbye Egghole* to Sí
12 TV. However, Plaintiffs made two things clear: (1) the most Esparza would
13 receive, were he successful, would be a producer fee, but no ownership of the
14 Series; and (2) Esparza had no right to sell the series without Plaintiffs' advice and
15 consent.

16
17 28. In Mid-2003, Plaintiffs, with Esparza, presented the idea for the
18 Series to Jeff Valdez and others at Sí TV. During this meeting, Plaintiffs showed
19 *Goodbye Egghole* and discussed the overall concept for the Series. Valdez
20 expressed significant interest in acquiring the Series and commented that the show
21 would fit well into Sí TV's programming lineup. At the end of the meeting,
22 Plaintiffs left a copy of *Goodbye Egghole* and some written materials explaining
23 the concept of the Series.

24
25 29. Several months later, Gomez attended a meeting with Valdez,
26 Esparza and others from Sí TV to discuss licensing the Series. During this
27 meeting, Valdez indicated that, notwithstanding all the indications on the written
28 materials that had been left after the original presentation, he believed Esparza

1 owned the rights in the Series and *Goodbye Egghole*. Gomez explained to Valdez
2 that Esparza was not an owner and the Plaintiffs were the rightful owners of the
3 Series and its pilot episode. Moreover, Gomez told Valdez that Esparza had no
4 right to license the Series or enter into any agreements on behalf of Plaintiffs. At
5 that time, Esparza became heated and stormed out of the meeting.
6

7 30. Shockingly, several weeks later, Esparza presented Plaintiffs with a
8 portion of a larger contract he was entering into with Sí TV which purported to
9 license the Series. Rather than indicating that Plaintiffs were the owners of the
10 Series, this portion of Esparza's contract falsely indicated that he was an owner
11 and that Plaintiffs were simply creative talent.
12

13 31. Plaintiffs immediately contacted Esparza and disputed his ability to
14 license the Series to anyone, including Sí TV. Plaintiffs reminded Esparza that he
15 was not an owner, and was only entitled to a producer fee and credit if he assisted
16 Plaintiffs in selling the Series. Moreover, Plaintiffs told Esparza that the proposed
17 license fee was too low for the Series and that they would not sign the agreement.
18

19 32. In mid- January 2004, Plaintiffs instructed Esparza to inform Sí TV
20 that he did not have the right to license the Series and that Plaintiffs were
21 unwilling to accept the terms proposed. Several weeks later, Plaintiffs saw press
22 releases from Sí TV claiming that its flagship show was going to be an original,
23 scripted program entitled "I Can't Believe It's Cinema." Plaintiffs immediately
24 contacted Esparza and again told him that he could not license the Series and that
25 Sí TV had no rights to claim that it would produce or broadcast the Series.
26 Esparza responded by acknowledging, in writing, Plaintiffs' ownership of the
27 Series and stating that he would inform Sí TV of the same.
28

1 33. Plaintiffs shortly thereafter informed Sí TV directly that they would
2 not agree to the contract offered to Esparza and that Sí TV had no rights in the
3 Series.

4
5 34. Plaintiffs are informed and believe and thereon allege that, from at
6 least February through June 2004, Sí TV falsely represented to potential
7 advertisers and investors that it had acquired the rights in the Series and was going
8 to produce episodes of the Series as its flagship show. Plaintiffs are further
9 informed and believe and thereon allege that during this time, Sí TV regularly, and
10 without authorization, exhibited *Goodbye Egghole* for potential advertisers and
11 investors, as well as others.

12
13 35. In the spring of 2004, Sí TV secured in excess of \$60 million in
14 investment capital in its network. EchoStar Communications, Time Warner, Inc.,
15 and others, invested millions of dollars into Sí TV based, at least in part, on the
16 prospects of success for the Series and the quality of the *Goodbye Egghole* pilot.

17
18 36. Plaintiffs learned of Sí TV's infringing uses of Plaintiffs' copyrighted
19 materials in late May 2004. On June 4, 2004, Plaintiffs demanded that Sí TV
20 cease and desist using anything related to the Series or *Goodbye Egghole*. Sí TV
21 responded by stating that it was investigating the matter and would cease using
22 Plaintiffs' materials.

23
24 37. Unfortunately, Sí TV apparently decided it was more valuable to
25 them to take Plaintiffs' ideas and copyrighted works for their own than to develop
26 truly original programming. In January 2005, Sí TV announced the launch of its
27 newest show – and the only show with an original script – “Circumsized Cinema.”
28 The description of “Circumsized Cinema” is virtually identical to the descriptions

1 of the Series provided by Plaintiffs. Amazingly, Esparza was announced as the
2 creator and producer of “Circumsized Cinema.”

3
4 38. Plaintiffs are informed and believe, and thereon allege, that the
5 episodes of “Circumsized Cinema” are substantially similar to *Goodbye Egghole*.
6 Plaintiffs are further informed and believe, and thereon allege, that “Circumsized
7 Cinema” has stolen most of the central creative components of the Series.
8 Specifically, the first episode of “Circumsized Cinema,” entitled *Fashion Five-0*,
9 copies many of the original elements of *Goodbye Egghole*, such as: (1) the unique
10 and original editing style and pattern used to shorten the original film; (2) the
11 protagonist police officer characters; (3) the host character; and (4) various pieces
12 of dialogue and plot.

13
14 **FIRST CLAIM FOR RELIEF**

15 **By Plaintiffs Tafoya and Henrickson Against All Defendants**
16 **for Copyright Infringement**

17
18 39. Plaintiffs reallege and incorporate herein by this reference paragraphs
19 1 through 38 above as though fully set forth herein.

20
21 40. In 2002, plaintiffs Tafoya and Henrickson registered the copyright in
22 the soundtrack, including dialog, to *Goodbye Egghole* with the United States
23 Copyright Office. Tafoya and Henrickson also registered the copyright in all
24 original creative elements of *Goodbye Egghole* with the United States Copyright
25 Office with an effective date of May 2004. Tafoya and Henrickson have complied
26 in all respects with the copyright laws of the United States, and all other laws
27 governing copyright with respect to *Goodbye Egghole*.

28

1 41. Defendants have infringed Tafoya and Henrickson's copyrights in
2 *Goodbye Egghole* by, among other things, exhibiting *Goodbye Egghole* to third
3 parties to generate investment and advertising revenue for their company and
4 producing episodes of "Circumsized Cinema" which are substantially similar to
5 *Goodbye Egghole*.

6
7 42. Defendants wilfully and deliberately set out to exhibit and copy
8 *Goodbye Egghole* with the intent to benefit commercially from the originality and
9 quality of the episode and the concept for the Series. Defendants have copied,
10 exhibited and otherwise exploited *Goodbye Egghole* for their own commercial
11 gain without permission, license or authorization from Tafoya or Henrickson.

12
13 43. At no time have defendants, or any of them, been granted a license or
14 other authorization to copy *Goodbye Egghole* in creating episodes for their series,
15 "Circumsized Cinema" or to exhibit *Goodbye Egghole* for defendants financial
16 gain.

17
18 44. Defendants' infringement of *Goodbye Egghole* has caused and will
19 cause irreparable harm to Tafoya and Henrickson for which there is no adequate
20 remedy at law. Tafoya and Henrickson are therefore entitled to preliminary and
21 permanent injunctive relief restraining and enjoining defendants from further
22 infringing Tafoya and Henrickson's copyrights.

23
24 45. Tafoya and Henrickson have suffered, and will continue to suffer,
25 damages as a result of defendants' infringement. Tafoya and Henrickson are
26 informed and believe, and thereon allege that defendants have each generated
27 significant revenue from their infringing activities and such revenue is required to
28 be disgorged to Tafoya and Henrickson.

1 46. As an alternative to the recovery of damages, Tafoya and Henrickson
2 reserve their right to recover, if they so elect, statutory damages for each of the
3 wilful acts of infringement committed by Defendants.

4
5 47. Tafoya and Henrickson have and will incur attorneys' fees in
6 pursuing this action, which fees Tafoya and Henrickson are entitled to recover
7 from defendants.

8
9 **SECOND CLAIM FOR RELIEF**
10 **By Plaintiffs Against Esparza**
11 **for Breach of Implied Contract**

12
13 48. Plaintiffs reallege and incorporate herein by this reference paragraphs
14 1 through 38 above as though fully set forth herein.

15
16 49. An implied in fact contract was created between Plaintiffs and
17 Esparza when Esparza agreed to assist Plaintiffs in finding a network to finance
18 production of and exhibit the Series. Specifically, under the circumstances at the
19 time Esparza agreed to help Plaintiffs, Gomez, on behalf of all the Plaintiffs, made
20 clear to Esparza that Plaintiffs retained all the ownership in the Series and that
21 Esparza would receive only a producer's fee for his services. Moreover, Gomez
22 made clear to Esparza that Plaintiffs were entitled to money and credit if the Series
23 was ever produced.

24
25 50. Esparza breached the implied contract because, among other things,
26 he has: (1) taken the idea for the Series and proceeded to produce his own, nearly
27 identical, version of the Series; (2) purported to sell the rights to the Series to Si
28 TV without consent of, or payment to, Plaintiffs; and (3) failed and refused to pay

1 Plaintiffs their share of any compensation he has received for either the Series or
2 his rip-off version.

3
4 51. Plaintiffs have performed all of their obligations under the implied
5 contract, except as such obligations have been excused by Esparza's conduct or as
6 a matter of law.

7
8 52. Plaintiffs have been damaged by Esparza's breach of contract in a
9 sum which is not yet ascertained, but which Plaintiffs believe will exceed
10 \$500,000. Plaintiffs' damages include, without limitation, lost producer's fees,
11 lost writer's and director's fees, lost revenue from ancillary rights and the lost
12 value of the producing and creating credit Plaintiffs would have received had the
13 Series not been used without their consent.

14
15 **THIRD CLAIM FOR RELIEF**
16 **By Plaintiffs Against the Sí TV Defendants**
17 **for Breach of Implied Contract**

18
19 53. Plaintiffs reallege and incorporate herein by this reference paragraphs
20 1 through 38 above as though fully set forth herein.

21
22 54. An implied in fact contract was created between Plaintiffs and Sí TV
23 when Plaintiffs presented the concept of the Series and showed *Goodbye Egghole*
24 to Jeff Valdez and other representatives at Sí TV. Specifically, Gomez, on behalf
25 of all the Plaintiffs, made clear to Valdez and the other Sí TV representatives that
26 Plaintiffs retained all the ownership in the Series and that they would not sell the
27 Series, but instead intended to license it for television broadcast. Based on the
28 circumstances surrounding the presentation of the Series and *Goodbye Egghole*, Sí

1 TV understood and agreed that if it used Plaintiffs' concept for the Series in whole
2 or in part, that Plaintiffs would be entitled to compensation and credit for that use.

3
4 55. Sí TV has breached the implied contract because, among other things,
5 it has taken the idea for the Series and proceeded to produce its own, nearly
6 identical, version of the Series without compensating Plaintiffs. Moreover, Sí TV
7 has failed and refused to properly credit Plaintiffs as the creators of the Series.

8
9 56. Plaintiffs have performed all of their obligations under the implied
10 contract, except as such obligations have been excused by Sí TV's conduct or as a
11 matter of law.

12
13 57. Plaintiffs have been damaged by Sí TV's breach of contract in a sum
14 which is not yet ascertained, but which Plaintiffs believe will exceed \$500,000.
15 Plaintiffs' damages include, without limitation, lost producer's fees, lost writer's
16 and director's fees, lost revenue from ancillary rights and the lost value of the
17 producing and creating credit Plaintiffs would have received had the Series not
18 been used without their consent.

19
20 **FOURTH CLAIM FOR RELIEF**

21 **By Plaintiffs Against Esparza**
22 **for Breach of Fiduciary Duty**

23
24 58. Plaintiffs reallege and incorporate herein by this reference paragraphs
25 1 through 38, and 48 through 52 above as though fully set forth at this point.

26
27 59. By agreeing to act as Plaintiffs' agent in attempting to sell the idea for
28 the Series and *Goodbye Egghole* to a production company or television network,

1 Esparza assumed the role as Plaintiffs' agent. As set forth above, the scope of
2 Esparza's agency was limited by Plaintiffs' statements that Esparza had no right to
3 sell the Series without Plaintiffs' advice and consent. Accordingly, the scope of
4 Esparza's agency was limited to presenting the Series in *Goodbye Egghole* to
5 potential buyers and accepting offers for the Series. Esparza had no right to accept
6 those offers on Plaintiffs' behalf.

7
8 60. By agreeing to act as Plaintiffs' agent as described above, Esparza
9 owed Plaintiffs a fiduciary duty and was required to act at all times in Plaintiffs'
10 best interest.

11
12 61. Esparza breached his fiduciary duties as Plaintiffs' agent by, among
13 other things, attempting to sell the Series and *Goodbye Egghole* without Plaintiffs'
14 consent, producing a rip-off version of the Series and *Goodbye Egghole* for his
15 own benefit, failing to account for and pay to Plaintiffs their rightful share of any
16 income Esparza received from Sí TV, and by representing himself to be the
17 creator and producer of "Circumsized Cinema."

18
19 62. As a result of Esparza's breach of fiduciary duty, Plaintiffs have
20 suffered and will continue to suffer significant damages. Plaintiffs' damages
21 include, without limitation, lost producer's fees, lost writers and director's fees,
22 lost revenue from ancillary rights, the lost value of the producing and creating
23 credit Plaintiffs should have received and other lost revenue. Plaintiffs are
24 informed and believe, and thereon allege, that their damages exceed \$500,000.

25
26 63. Esparza's conduct described above in breaching his fiduciary duties
27 was willful, wanton and in reckless disregard of Plaintiffs' rights. Esparza
28 deliberately intended to injure Plaintiffs by taking what was rightfully theirs for

1 himself and for his own benefit. Esparza's conduct in breaching his fiduciary
2 duties is sufficiently egregious and malicious so as to justify an award of punitive
3 damages to punish and deter such malicious conduct in the future.

4
5 **FIFTH CLAIM FOR RELIEF**
6 **By Plaintiffs Against all Defendants**
7 **for Unjust Enrichment**
8

9 64. Plaintiffs reallege and incorporate herein by this reference paragraphs
10 1 through 38 and 48 through 63 above as though fully set forth herein.

11
12 65. Plaintiffs are informed and believe, and thereon allege, that Sí TV has
13 generated tens of millions of dollars in investment and advertising revenue as a
14 result of its false representations of ownership of the Series. Specifically, Sí TV
15 has promoted both the Series and "Circumsized Cinema" as its flagship show in
16 attempting to generate investment and advertising revenue. Any and all
17 compensation which Sí TV has received and will receive from these efforts would
18 be unjustly realized and should be disgorged to Plaintiffs.

19
20 66. Plaintiffs are informed and believe, and thereon allege, that Esparza
21 has entered into agreements with Sí TV whereby Esparza is to receive significant
22 compensation from Sí TV in connection with the development and/or production
23 of "Circumsized Cinema," which is derived directly from the Series. Plaintiffs do
24 not know the full extent of the compensation Esparza has received from his
25 unauthorized taking of the idea for the Series. Any and all compensation which
26 Esparza has received and will receive from these efforts would be unjustly realized
27 and should be disgorged to Plaintiffs.
28

SIXTH CLAIM FOR RELIEF

By Plaintiffs Against the Sí TV Defendants

for Intentional Interference with Prospective Economic Advantage

1
2
3
4
5 67. Plaintiffs reallege and incorporate herein by this reference paragraphs
6 1 through 38 and 48 through 63 above as though fully set forth herein.

7
8 68. Plaintiffs are informed and believe, and thereon allege, that, at all
9 relevant times, Sí TV was aware that Plaintiffs were attempting to sell the Series to
10 other producers and television networks.

11
12 69. Plaintiffs are informed and believe, and thereon allege, that, with full
13 knowledge of Plaintiffs' efforts to sell the Series elsewhere, Sí TV engaged in a
14 pattern of falsely representing to the public that it was the owner of the Series
15 when it knew it was not the owner. Moreover, Sí TV repeatedly represented that it
16 intended to produce and air a show based on the Series even though it knew it did
17 not have the right to do so.

18
19 70. As a result of these acts, Sí TV has destroyed Plaintiffs' ability to sell
20 the Series to other producers or networks. In fact, all of the other networks with
21 whom Plaintiffs were talking told Plaintiffs that they could not consider acquiring
22 the Series until Sí TV's claimed ownership was resolved.

23
24 71. Plaintiff is informed and believes, and thereon alleges, that Sí TV's
25 conduct, as described above, was not privileged and independently wrongful, by
26 among other things, usurping that which does not belong to Sí TV by breaching
27 the implied agreement that Sí TV would not take the Series and exploit it as its
28 own.

1 72. Plaintiffs are informed and believe, and thereon allege, that Sí TV's
2 intentional interference with Plaintiffs' prospective economic relationships with
3 other producers and networks has damaged Plaintiffs in a sum not yet ascertained,
4 but which Plaintiffs believe exceeds \$500,000. Plaintiffs' damages include, but
5 are not limited to, lost producer's fees, lost director's and writer's fees, lost
6 ancillary revenue and the lost value of the credit to which Plaintiffs should have
7 been entitled.

8
9 73. Plaintiffs are informed and believe, and thereon allege, that Sí TV's
10 conduct, as described above, was malicious, fraudulent and oppressive. In
11 particular, and without limitation, Sí TV knew at all times that it did not own the
12 Series and had no right to take the Series as its own, yet is advertised to the world
13 that it did own the Series and that the Series was to be the flagship of the new
14 network. By these acts, Sí TV has knowingly and completely disregarded
15 Plaintiffs' rights solely to benefit financially at the expense of Plaintiffs. As a
16 result, and award of punitive and exemplary damages is necessary and appropriate
17 to deter such conduct in the future.

18
19 WHEREFORE, Plaintiffs pray for judgment against defendants and each of
20 them as follows:

21
22 1. For injunctive relief preventing defendants, their officers, agents,
23 servants, employees, attorneys, and all other acting on their behalf, from directly
24 or indirectly copying, reproducing, imitating, manufacturing, importing,
25 delivering, selling, displaying, exploiting or otherwise making any unauthorized
26 use of Tafoya and Henrickson's copyrights;

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2. For an order allowing the impounding and/or destruction of all infringing articles as provided for in 17 U.S.C. §503;

3. For an award, pursuant to 17 U.S.C. §504, of Tafoya and Henrickson's actual damages and defendants' profits, in an amount to be proven at trial;

4. For an award of statutory damages, including enhanced damages for wilful infringement, if Tafoya and Henrickson so elect, as provided in 17 U.S.C. §504;

5. For Tafoya and Henrickson's attorney's fees in this action pursuant to 17 U.S.C. §505;

6. For damages in an amount to be determined by the Court, but believed to be in excess of \$500,000;

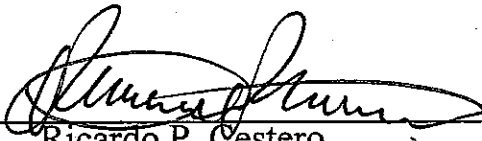
7. For disgorgement of any and all benefits obtained by Defendants from their wrongful conduct;

8. For punitive damages in an amount sufficient to deter Sí TV from engaging in this type of conduct in the future; and

1 9. For such other and further relief as the Court may deem just and
2 proper.

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4 DATED: April 19, 2005

GREENBERG GLUSKER FIELDS
CLAMAN MACHTINGER & KINSELLA
LLP

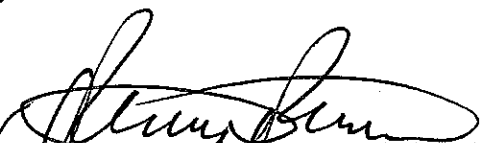
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7 By: 
8 Ricardo P. Cestero
9 Attorneys for Plaintiffs
10 Ron Tafoya, Greg Gomez and Jose
11 Henrickson

12 **DEMAND FOR JURY TRIAL**

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14 Plaintiffs Ron Tafoya, Greg Gomez and Jose Henrickson hereby demand a
15 jury trial on all issues so triable.

16
17 DATED: April 19, 2005

GREENBERG GLUSKER FIELDS
CLAMAN MACHTINGER & KINSELLA
LLP

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19
20 By: 
21 Ricardo P. Cestero
22 Attorneys for Plaintiffs
23 Ron Tafoya, Greg Gomez and Jose
24 Henrickson
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