

2016DCV-6147-E

CAUSE NO. \_\_\_\_\_

<b>ABRAHAM QUINTANILLA, JR., an individual</b>	§	<b>IN THE DISTRICT COURT</b>
	§	
<b>Plaintiff,</b>	§	
<b>V.</b>	§	
	§	
<b>ENDEMOL LATINO N.A., INC. D/B/A</b>	§	<b>_____TH JUDICIAL DISTRICT</b>
<b>ENDEMOL SHINE LATINO, a California</b>	§	
<b>corporation, CHRISTOPHER G. PEREZ, an</b>	§	
<b>individual, and BLUE MARIACHI</b>	§	
<b>PRODUCTIONS, LLC, a Texas limited liability</b>	§	
<b>company,</b>	§	
	§	<b>NUECES COUNTY, TEXAS</b>
<b>Defendants.</b>		

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff Abraham Quintanilla, Jr. ("Quintanilla" or "Plaintiff") and complains of Defendants Endemol Latino N.A., Inc. d/b/a Endemol Shine Latino ("Endemol Latino" or "Defendant Endemol Latino"), Christopher G. Perez ("Perez" or "Defendant Perez"), Blue Mariachi Productions, LLC ("Blue Mariachi" or "Defendant Blue Mariachi") (collectively "Defendants"), and for his cause of action would respectfully show the Court as follows:

**DISCOVERY CONTROL PLAN**

1. Discovery is intended to be conducted under Level 2 plan. Plaintiff reserves the right to request a discovery control plan from the Court pursuant to Rule 190.4.

**PARTIES, JURISDICTION AND VENUE**

2. Plaintiff Abraham Quintanilla, Jr. is an individual who resides in Nueces County, Texas.

3. Defendant Endemol Latino N.A., Inc. is a California corporation engaged in business in Texas with its principal place of business being located at 450 N. Roxbury Dr., 8<sup>th</sup> Floor, Beverly Hills, California 90210. Endemol Latino maintains no office in the State of Texas, is not registered to do business in the State of Texas and has no designated agent for

service of process in the State of Texas. Endemol Latino has consented to jurisdiction within the State of Texas by conducting substantial business within this State including, but not limited to, the exhibition, marketing and promotion of audio-visual works and performing of services in Texas, and sufficiently avails itself of the markets in Texas through its exhibition, promotion, sale, marketing and performance of audio-visual works and services. This suit arises out of Defendant Endemol Latino's business activities in Texas. Accordingly, and pursuant to §17.044(b) of the Texas Civil Practice & Remedies Code, Endemol Latino may be cited to appear by serving the Texas Secretary of State as follows: Texas Secretary of State, State of Texas, Service of Process, P.O. Box 12079, Austin, Texas 78711-2079. The Texas Secretary of State shall immediately serve process by certified mail, return receipt requested, upon the registered agent for Endemol Latino in California as follows: Endemol Latino, N.A., Inc., Attn: Jeanne Newman, 450 N. Roxbury Drive, 8<sup>th</sup> Floor, Beverly Hills, CA 90210.

4. Defendant Perez is an individual who resides in Texas and may be served with citation, notice, and all other process by certified mail return receipt requested at 4847 De Paul St., San Antonio, Texas 78249.

5. Defendant Blue Mariachi Productions, LLC is a Texas limited liability company that may be served with citation, notice, and all other process by serving its registered agent the Best Law Firm, PLLC, by certified mail return receipt requested at 2626 Babcock Rd., Apt 1510, San Antonio, Texas 78229.

6. The District Courts of Nueces County, Texas have jurisdiction over this case. The amount in controversy exceeds the minimum jurisdictional limits of this Court, and the exercise of this Court's jurisdiction over the Defendants is proper. All Defendants, including Endemol Latino, purposefully avail themselves of the jurisdiction of Nueces County, Texas by conducting and transacting substantial business activities in Nueces County, Texas. Plaintiff seeks monetary relief over one million dollars (\$1,000,000.00).

7. Venue is proper in Nueces County, Texas pursuant to Texas Civil Practice &

Remedies Code § 15.002(a)(1), in that Nueces County is the county in which all or a substantial part of the events or omissions giving rise to Plaintiff's claim occurred. In addition, the contract underlying Plaintiff's claims includes a mandatory forum selection clause establishing Nueces County, Texas as the mandatory venue for all claims relating thereto.

**FACTS**

A. The Parties

(1) Plaintiff

8. Plaintiff Abraham Quintanilla, Jr., is the father of the deceased Selena Quintanilla-Pérez ("Selena"), an American singer, songwriter, spokesperson, actress, and fashion designer commonly known as one of the most celebrated Latin American entertainers of the late 20th century.

(2) Defendants

9. Upon information and belief, Defendant Endemol Latino is a production company that seeks to deliver "world-class content and compelling storytelling to multiple platforms in the U.S. and across the globe". See [www.endemolshine.us](http://www.endemolshine.us) Based upon information and belief, Defendant Endemol Latino entered into agreements with Defendant Perez which adversely affect Plaintiff's contractual rights.

10. Defendant Perez is the former spouse and widower of Selena. Based upon information and belief, Defendant Perez entered into agreements with Defendant Endemol Latino which adversely affect Plaintiff's contractual rights.

11. On May 31, 1995, Defendant Perez and Plaintiff among others, entered into a written Estate Properties Agreement regarding the estate of Selena (the "Estate Properties Agreement").

12. Upon information and belief, Defendant Blue Mariachi is a production company wholly owned and controlled by Defendant Perez. Based upon information and belief, Defendant Blue Mariachi entered into agreements with Defendant Endemol Latino which adversely affect

Plaintiff's contractual rights.

#### B. The Estate Properties Agreement

13. The Estate Properties Agreement provides in relevant part that its purpose was “to acknowledge and confirm [Plaintiff's] ownership of certain Entertainment Properties... including all proprietary rights in the name, voice, signature, photograph, and likeness of Selena... [and] to ratify, affirm and agree to continue the Parties' business relationship with respect to the exploitation of the Entertainment Properties.”

14. As defined in the Estate Properties Agreement, “Entertainment Properties” expressly includes, among other rights, all right, title, and interest in and to Selena's, and/or her heirs' or descendants', contract rights, common law rights, trademark and copyright rights, rights to income, rights of publicity, rights to name, voice, signature, photograph, or likeness, and other rights, including without limitation, all rights of ownership throughout the world in perpetuity, without restriction, to: (i) rights in the professional name “Selena”; (ii) rights in Selena's name, voice, signature, photograph, or likeness, pursuant to Texas Property Code Chapter 26; (iii) rights to endorse products or services in Selena's name; (iv) rights to author or authorize and commercially exploit a book, play, video, film, TV movie, magazine, or similar or dissimilar medium for disseminating any story; and (v) all other rights that may be bequeathed, or which are descendible, or which otherwise exist or may come into existence and may be exploitable in the entertainment field; and the right to assign or grant third parties rights in each or every of the above.

15. Pursuant to the Estate Properties Agreement, Defendant Perez explicitly confirmed and agreed that all rights, title and interest in and to the Entertainment Properties of every kind and nature without limitation are exclusively owned by and belong to Plaintiff, throughout the world in perpetuity without restriction.

16. Accordingly, Defendant Perez expressly agreed that he would not exploit any of the Entertainment Properties in any manner or medium, including, without limitation, by way of a

book, television series, movie, or any other motion picture medium.

17. In consideration for executing the Estate Properties Agreement, Defendant Perez agreed to receive, among other things, twenty-five percent (25%) of the net profits derived from the exploitation of the Entertainment Properties.

18. Finally, on May 31, 1995, Defendant Perez executed a separate written contract expressly acknowledging and ratifying the Estate Properties Agreement (the “Ratification Agreement”). Both the Estate Properties Agreement and Ratification Agreement were executed by all parties in the presence of a notary public.

#### B. The Improper Conduct

19. Notwithstanding the fully executed Estate Properties Agreement and Ratification Agreement, and the explicit restrictions upon Defendant Perez contained therein as relating to Selena and the exclusive right of Plaintiff to exploit the Entertainment Properties, Defendant Perez materially breached the Estate Properties Agreement through the unauthorized exploitation of a book entitled “To Selena, with Love” (the “Book”), which Book’s cover includes a photograph of Selena. The Book contains detailed stories about the life of Selena.

20. As of the date of this petition, the Book is still being sold to the public through, among other platforms, Amazon.com and Google Play.

21. Upon information and belief, on or about November 15, 2016, Defendant Endemol Latino entered into a purported agreement with Defendant Perez regarding the television rights to Defendant Perez’s unauthorized Book for adaptation into a television series, miniseries or television movie about Selena’s story (the “Option Contract”).

22. Upon information and belief, planned production pursuant to the Option Contract will include, among other parties, either Defendant Perez and/or his production company Defendant Blue Mariachi as a co-producer.

23. On or about November 18, 2016, Plaintiff provided Defendant Endemol Latino written notice of the explicit contractual restrictions binding Defendant Perez under the Estate

Properties Agreement, and requested that Defendant Endemol Latino cease any and all activities in connection with the production of an audio-visual work based in whole or in part upon the unauthorized Book (the “Cease and Desist Letter”).

24. In response to Plaintiff’s Cease and Desist Letter, and without any explanation or justification, Defendant Endemol Latino stated in conclusory fashion that, despite such explicit contractual restrictions and Plaintiff’s exclusive rights in connection with the Entertainment Properties, Defendant Endemol Latino would nonetheless continue to wrongfully exploit the alleged rights it obtained in the Option Contract.

25. Defendant Endemol Latino was likewise apprised that its continued development of an audio-visual work based in whole or in part upon the unauthorized Book, including its press releases based thereupon, has and continues to cause tangible and potentially permanent harm and disruption.

**COUNT ONE: Declaration Pursuant to TEX. CIV. PRAC. & REM. CODE § 37.001, *et seq.***

26. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 25 as if fully set forth herein.

27. Section 37.003(a) of the Texas Civil Practice and Remedies Code provides, “[a] court of record within its jurisdiction has power to declare rights, status, and other legal relations whether or not further relief is or could be claimed” and a “declaration may be either affirmative or negative in form and effect, and the declaration has the force and effect of a final judgment or decree.”

28. As described above, a justiciable controversy exists as to the rights and status of Plaintiff and Defendants with respect to the Estate Properties Agreement, including Defendant Perez’s ongoing attempts to option rights he does not otherwise maintain in connection with the unauthorized Book and Entertainment Properties.

29. Accordingly, Plaintiff seeks a judicial declaration that Defendant Perez has violated and continues to violate the Estate Properties Agreement through his unauthorized

exploitation of the Book and Entertainment Properties.

30. Plaintiff additionally seeks a judicial declaration that Defendant Perez had no right under the Estate Properties Agreement to enter into the purported Option Contract and that Defendants, and each of them, have no right to use, disseminate, exploit or make any commercial use of the Entertainment Properties identified herein, specifically including any adaptation of the unauthorized Book into a television series, miniseries or television movie, and that any purported Option Contract between Defendants to use, disseminate, exploit or make any commercial use of the Entertainment Properties is null and void.

31. All Defendants are necessary parties to this suit because all persons who have or claim any interest that would be affected by the Court's declaration must be made parties. TEX. CIV. PRAC. & REM. CODE § 37.006(a).

32. Pursuant to TEX. CIV. PRAC. & REM. CODE § 37.009, Plaintiff seeks an award of his costs and reasonable and necessary attorneys' fees incurred in this suit.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff, Abraham Quintanilla, Jr., respectfully requests that Defendants Endemol Latino N.A., Inc. d/b/a Endemol Shine Latino, Blue Mariachi Productions, LLC, and Christopher G. Perez be cited to appear and answer herein, and that Plaintiff have and recover of and from Defendants the following:

1. A judicial declaration that Defendant Perez violated and continues to violate the Estate Properties Agreement through his unauthorized exploitation of the Book and any agreements with Endemol Latino related thereto;
2. A judicial declaration that under the Estate Properties Agreement, Defendant Perez had no right to enter into the purported Option Contract, and each Defendant has no right to use, disseminate, exploit or make any commercial use of the Entertainment Properties identified herein, specifically including any adaptation of the unauthorized Book into a television series, miniseries or television movie;
3. An award of Plaintiff's costs and reasonable and necessary attorneys' fees

pursuant to the Declaratory Judgments Act; and

4. For such other and further relief, both general and special, legal or equitable, to which Plaintiff may be justly entitled.

Respectfully submitted,

**THE RANGEL LAW FIRM, P.C.**

*/s/ Jorge C. Rangel*

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*-and-*

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