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12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 **KM LPTV OF CHICAGO-13,**
15 **L.L.C.**, an Illinois limited liability
16 company,

17 Plaintiff;

18 v.

19 **MUNDOMAX BROADCASTING,**
20 **LLC f/k/a MUNDOFOX**
21 **BROADCASTING, LLC**, a Delaware
22 limited liability company; **RCN M.F.**
23 **HOLDINGS, INC.**, a Delaware
24 company, and **DOES 1-5**, inclusive,

25 Defendants.

Case No. 2:16-cv-08815

**FIRST AMENDED COMPLAINT
FOR:**

- (1) **BREACH OF CONTRACT**
- (2) **BREACH OF COVENANT OF
GOOD FAITH AND FAIR
DEALING**
- (3) **FALSE PROMISE**
- (4) **VIOLATIONS OF CAL. BUS. &
PROF. CODE §17200 ET SEQ.**
- (5) **QUANTUM MERUIT**

DEMAND FOR JURY TRIAL

1 Plaintiff KM LPTV of Chicago-13, L.L.C. (“Plaintiff” or “KM LPTV”), by
2 and through its undersigned counsel, brings this Complaint against Defendants
3 MundoMax Broadcasting, LLC f/k/a MundoFox Broadcasting, LLC
4 (“MundoMax”), RCN M.F. Holdings, Inc. (“RCN”), and DOES 1-5 (collectively,
5 “Defendants”), and hereby alleges the following:

6 **NATURE OF THE CLAIM**

7 1. KM LPTV is the licensee of a television station in Chicago, Illinois,
8 WOCK-CD (“WOCK” or the “Station”). In May 2012, KM LPTV entered into a
9 contract with MundoMax to affiliate the Station with the MundoMax network.
10 Under that agreement, the Station agreed to broadcast Spanish-language
11 programming delivered to it by MundoMax for a four-year term from August 1,
12 2012 until July 31, 2016.

13 2. MundoMax agreed to be the Station’s exclusive sales representative
14 for national spot sales during the four-year term of the agreement and to pay the
15 Station at least \$600,000 per year for the national advertising sales revenue.
16 MundoMax was required to pay \$150,000 per quarter to KM LPTV. However,
17 MundoMax breached its obligation and failed to make the final three required
18 payments to the Station in the aggregate amount of \$450,000, which payments
19 were due on November 1, 2015, May 30, 2016 and August 30, 2016, respectively.

20 3. MundoMax also agreed to advance up to \$150,000 per year for the
21 second, third and fourth years of the term to KM LPTV for marketing
22 expenditures. As required by the agreement, KM LPTV documented and
23 requested \$37,500 for each of the third and fourth quarters of the fourth year of
24 the term. Once again, MundoMax breached its obligation and failed to advance
25 \$75,000 to KM LPTV.

26 4. KM LPTV brings this action seeking to hold Defendants liable for
27 their breach of contract, breach of the covenant of good faith and fair dealing,
28 false promises, violation of California Business and Professions Code Section

1 17200, and alternatively, quantum meruit.

2 **PARTIES**

3 5. Plaintiff KM LPTV is an Illinois limited liability company with its
4 principal place of business in Chicago, Illinois.

5 6. Upon information and belief, Defendant MundoMax is a Delaware
6 limited liability company with its principal place of business in Miami, Florida
7 and offices in Los Angeles, California.

8 7. Upon information and belief, Defendant RCN is a Delaware
9 company and a subsidiary of RCN Television S.A., a leading Colombian
10 broadcaster.

11 8. The names, residences, and capacities of the Defendants named as
12 DOES 1 through 5 are unknown to Plaintiff at this time. Plaintiff is informed and
13 believes, and therefore alleges, that each of the fictitiously named Defendants is in
14 some way liable, jointly and severally, to Plaintiff for the damages alleged in this
15 Complaint, either together with or independently of each other Defendant. At such
16 time as the fictitiously named Defendants are identified, Plaintiff will amend this
17 Complaint to state each of their true names, capacities, and residences.

18 9. Plaintiff is informed and believes, and on that basis, alleges that, at
19 all relevant times, each of the Defendants named in this Complaint was the agent,
20 employee, servant, partner, or joint venturer of or with each of the remaining
21 Defendants and was at all times acting within the purpose and scope of such
22 agency, employment, service, partnership, or joint venture.

23 **JURISDICTION AND VENUE**

24 10. This Court has original subject matter jurisdiction with respect to this
25 action pursuant to 28 U.S.C. § 1332 as there exists complete diversity of
26 citizenship between Plaintiff and Defendants and the amount in controversy
27 exceeds \$75,000, exclusive of interest and costs.

28 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2).

1 MundoMax contractually agreed in the Station Affiliation Agreement dated May
2 15, 2012 that all actions, proceedings or litigation brought against it shall be
3 instituted and prosecuted solely within the County of Los Angeles, California.

4 12. Defendants are subject to personal jurisdiction in this Court because
5 they transact business and purposefully avail themselves in this District.

6 **FACTS**

7 **General Allegations**

8 13. KM LPTV owns and operates WOCK-CD, digital Channel 4 in
9 Chicago, Illinois.

10 14. MundoMax is a Spanish-language broadcast television network that
11 was, at all relevant times, owned and operated by RCN.

12 15. MundoMax was formerly known as MundoFox Broadcasting, LLC.
13 On or about July 28, 2015, MundoFox changed its name to MundoMax following
14 the purchase by RCN of the 50% interest in the company held by Fox
15 International Channels (US), Inc. MundoMax is liable for the contracts signed by
16 MundoFox because MundoMax is simply a new name for the same limited
17 liability corporation.

18 16. At all relevant times to this dispute, RCN had control over
19 MundoMax, shared in the profits and losses of MundoMax, and had the sole
20 ownership interest in MundoMax.

21 17. On May 15, 2012, KM LPTV and MundoMax entered into a Station
22 Affiliation Agreement. The contract set forth the terms and conditions for the
23 carriage of MundoMax programming on the Station. A copy of the Station
24 Affiliation Agreement is annexed as **Exhibit 1**.

25 **National Advertising Sales Revenue**

26 18. On May 15, 2012, KM LPTV and MundoMax entered into two side
27 letter agreements.

28 19. A letter agreement dated May 15, 2012 was executed by Jon

1 Hookstratten on behalf of MundoMax and Donald Bae on behalf of KM LPTV
2 (the “May 15 First Letter Agreement”). The letter provided, “Subject to obtaining
3 the requisite waiver from the FCC, and in accordance with FCC rules and
4 regulations, and the terms and conditions of the Affiliation Agreement, Licensee
5 will appoint MundoFox, and MundoFox agrees that it or an entity affiliated with
6 Fox Networks Group will serve, as Station’s exclusive sales representative for
7 national spot sales during the Term, at a commission rate of 18% and in
8 accordance with the other terms and conditions of an Advertising Sales Services
9 Agreement to be mutually agreed by the parties as promptly as practicable upon
10 receipt of the FCC waiver.” A copy of the May 15 First Letter Agreement is
11 annexed as **Exhibit 2**.

12 20. KM LPTV obtained the requisite waiver from the FCC required by
13 the May 15 First Letter Agreement.

14 21. MundoMax failed to make the payments required to KM LPTV
15 under the May 15 First Letter Agreement for the final three quarters of the fourth
16 year of the term.

17 22. A second letter agreement dated May 15, 2012 was also executed by
18 Jon Hookstratten on behalf of MundoMax and Donald Bae on behalf of KM
19 LPTV (the “May 15 Second Letter Agreement”). A copy of the May 15 Second
20 Letter Agreement is annexed as **Exhibit 3**.

21 23. Section 4 of the May 15 Second Letter Agreement further amends
22 and supplements the May 15 First Letter Agreement and the Station Affiliation
23 Agreement. Section 4 provides that in the second, third and fourth years of the
24 Station Affiliation Agreement, KM LPTV “shall retain the first \$600,000 (net of
25 any commission) in national advertising sales revenue, and any additional national
26 advertising sales revenue shall be subject to the standard commission rate of
27 18%.” Further, MundoMax guaranteed that if the amount of national advertising
28 sales revenue in years two, three or four of the term was less than \$600,000, then

1 MundoMax would pay KM LPTV “the difference between the actual national
2 advertising sales revenue and \$600,000.”

3 24. On February 19, 2014, MundoMax and KM LPTV agreed to a
4 written amendment to the May 15 Second Letter Agreement (the “2014
5 Amendment”). The amendment was executed by Ibra Morales on behalf of
6 MundoMax and Donald Bae on behalf of KM LPTV. A copy of the 2014
7 Amendment is annexed as **Exhibit 4**.

8 25. Section B of the 2014 Amendment amended Paragraph 4 of the May
9 15 Second Letter Agreement to require that MundoMax make payments to KM
10 LPTV on a quarterly basis. In the Amendment, MundoMax guaranteed that if the
11 amount of national advertising sales revenue is less than \$150,000 in a quarter,
12 then MundoMax would pay KM LPTV “the difference between the actual
13 national advertising sales revenue booked for such quarter and \$150,000.”

14 26. MundoMax booked \$0 in national advertising sales revenue for the
15 second, third and fourth quarters of the fourth year of the term. Accordingly,
16 MundoMax is obligated under the 2014 Amendment to the May 15 Second Letter
17 Agreement to pay KM LPTV \$450,000.

18 27. MundoMax has failed to pay KM LPTV the \$450,000 for which it
19 guaranteed payment.

20 28. The Station Affiliation Agreement, the May 15 First Letter
21 Agreement and the May 15 Second Letter Agreement are governed by the law of
22 the State of California. *See* Exhibit 1 at § 9.

23 29. On August 1, 2012, KM LPTV and MundoMax entered into a
24 National Advertising Sales Representation Agreement (the “NASR Agreement”).
25 The NASR Agreement set forth additional terms under which MundoMax agreed
26 to serve as the Station’s exclusive national representative for the sale of national
27 television spot advertising time. A copy of the NASR Agreement is annexed as
28 **Exhibit 5**.

1 30. On August 19, 2015, MundoMax sent KM LPTV a purported
2 Termination Notice that purported to terminate the NASR Agreement effective as
3 of October 18, 2015. A copy of the purported Termination Notice is annexed as
4 **Exhibit 6.**

5 31. Following its service of the purported Termination Notice, on August
6 19, 2015, MundoMax ceased providing national spot sales representation to the
7 Station. However, MundoMax did not terminate its obligations under the Station
8 Affiliation Agreement, the May 15 First Letter Agreement and the May 15 Second
9 Letter Agreement as amended by the 2014 Amendment to provide national spot
10 sales representation to the Station. MundoMax's failure to provide national spot
11 sales representation to the Station and to pay the \$450,000 that it guaranteed to
12 pay KM LPTV were material breaches of the Station Affiliation Agreement, the
13 May 15 First Letter Agreement and the May 15 Second Letter Agreement as
14 amended by the 2014 Amendment.

15 **Marketing Contributions**

16 32. Under Section 2 of the May 15 Second Letter Agreement,
17 MundoMax agreed to advance up to \$150,000 during Contract Years two, three
18 and four "for marketing expenditures to be documented and provided" to
19 MundoMax "upon request to support Station's marketing of the" MundoMax
20 programming. For purposes of the May 15 Second Letter Agreement, MundoMax
21 agreed to advance the marketing contribution for Contract Years 2, 3 and 4 on
22 each successive 365-day period after May 15, 2012 (the date of execution of the
23 letter).

24 33. In Section A of the 2014 Amendment, MundoMax agreed to make
25 quarterly payments of any amounts due under Section 2 of the May 15 Second
26 Letter Agreement.

27 34. KM LPTV has documented and provided to MundoMax its
28 marketing expenditures in support of the Station's marketing of MundoMax

1 programming, in excess of \$37,500 for each of the Third Quarter and Fourth
2 Quarter of Contract Year 4.

3 35. KM LPTV relied on MundoMax's representations that it would
4 advance these marketing costs. For example, in April 2016, KM LPTV informed
5 MundoMax that it would be purchasing advertising and MundoMax responded by
6 providing artwork for the purchase. At no time did MundoMax ever suggest to
7 KM LPTV that it had decided or planned on not advancing marketing costs for the
8 Third and Fourth Quarter of Contract Year 4.

9 36. In addition, in February 1, 2016 and May 1, 2016, KM LPTV sent
10 two marketing invoices to MundoMax and in an email dated May 20, 2016 re-sent
11 the invoices and reminded MundoMax of the agreement to advance the marketing
12 costs due pursuant to Section A of the 2015 Amendment. In that same email, KM
13 LPTV sent MundoMax the contract for advertising proposed for May 2016
14 through July 2016 and agreed to by MundoMax. At no time did MundoMax ever
15 suggest to KM LPTV that it had decided or planned on not advancing marketing
16 costs for the Third and Fourth Quarter of Contract Year 4.

17 37. KM LPTV has requested that MundoMax pay it the \$75,000 that it
18 has spent in marketing expenditures.

19 38. MundoMax has breached the agreement by refusing to pay KM
20 LPTV \$75,000 for amounts that it incurred in marketing expenditures.

21 39. On March 9, 2016 and August 25, 2016, KM LPTV sent MundoMax
22 notices of breach of the Station Affiliation Agreement, the May 15 First Letter
23 Agreement and the May 15 Second Letter Agreement, as amended by the 2014
24 Amendment. Copies of the notices are attached as Exhibit 7 and Exhibit 8.

25 **FIRST CAUSE OF ACTION**

26 **(Breach of Contract)**

27 **Against All Defendants**

28 40. Plaintiff restates and incorporates by reference each of the foregoing

1 paragraphs.

2 41. On May 15, 2012, KM LPTV entered into the Station Affiliation
3 Agreement, the May 15 First Letter Agreement and the May 15 Second Letter
4 Agreement. The 2014 Amendment validly amended the May 15 Second Letter
5 Agreement. The Station Affiliation Agreement and the Letter Agreements are
6 valid and enforceable contracts.

7 42. KM LPTV has at all times performed all, or substantially all,
8 conditions, covenants, and promises required by it under the Station Affiliation
9 Agreement, the May 15 First Letter Agreement and the May 15 Second Letter
10 Agreement, as amended by the 2014 Amendment.

11 43. MundoMax has committed three material breaches of the Station
12 Affiliation Agreement, the May 15 First Letter Agreement and the May 15 Second
13 Letter Agreement, as amended by the 2014 Amendment.

14 44. First, under Section 4 of the May 15 Second Letter Agreement, as
15 amended by the 2014 Amendment, MundoMax guaranteed that it would pay KM
16 LPTV the difference between the actual national advertising sales revenue booked
17 for each quarter and \$150,000.

18 45. MundoMax did not book any actual national advertising sales
19 revenue for the second, third or fourth quarters of the fourth year of the term.

20 46. Accordingly, in breach of the May 15 Second Letter Agreement, as
21 amended by the 2014 Amendment, MundoMax has failed to pay KM LPTV the
22 sum of \$450,000 for which it guaranteed payment.

23 47. Second, under Section 2 of the May 15 Second Letter Agreement, as
24 amended by the 2014 Amendment, MundoMax agreed to pay \$37,500 per quarter
25 to KM LPTV for its marketing expenditures that were documented and provided
26 to MundoMax.

27 48. KM LPTV documented and provided to MundoMax \$37,500 in
28 marketing expenditures for each of the third and fourth quarters of the fourth year

1 of the contract.

2 49. In breach of its agreement, MundoMax has failed to pay \$75,000 to
3 KM LPTV to compensate it for marketing expenditures.

4 50. Third, under Section 4 of the May 15 Second Letter Agreement,
5 MundoMax (or an affiliated entity) was contractually obligated to serve as the
6 Station's exclusive sales representative for national spot sales during the entire
7 four-year term of the agreement.

8 51. MundoMax breached this agreement by failing to serve or have an
9 affiliated entity serve as the Station's exclusive sales representative from August
10 19, 2015 through July 31, 2016.

11 52. MundoMax was obligated to agree to an Advertising Sales Services
12 Agreement to formalize certain terms of its service as the Station's exclusive
13 national sales representative. However, MundoMax breached this provision by
14 unilaterally noticing the termination of the initial NASR Agreement on August 19,
15 2015, and not entering into or having an affiliated entity enter into a new
16 Advertising Sales Service Agreement.

17 53. KM LPTV has been damaged by MundoMax's failure to serve as the
18 Station's exclusive sales representative for national spot sales. Under the May 15
19 Second Letter Agreement, MundoMax guaranteed it would sell and KM LPTV
20 would receive at least \$600,000 per year in national ad sales revenue, and with
21 KM LPTV to receive 82 percent of annual national sales revenue above \$600,000
22 (with MundoMax retaining 18% of the annual national sales revenue above the
23 \$600,000 minimum as its commission). Because MundoMax breached the
24 agreement and did not sell any national spot sales for WOCK, and neither KM
25 LPTV nor any other party could sell national spots on WOCK due to
26 MundoMax's exclusive sales representation, KM LPTV did not receive any
27 national ad sales revenue once MundoMax had breached its agreement.

28 54. As a direct and proximate result of MundoMax's breaches of the

1 Affiliation Agreement, the May 15 First Letter Agreement and the May 15 Second
2 Letter Agreement, as amended by the 2014 Amendment, KM LPTV has suffered,
3 and continues to suffer, direct and consequential damages, in an amount to be
4 proven at trial, not less than \$525,000. KM LPTV is entitled to damages and
5 penalties, including but not limited to, damages stemming from breach of the
6 agreements and incidental and consequential damages, and other costs and
7 expenses, in an amount to be proven at trial.

8 55. As the sole shareholder of MundoMax, RCN is jointly and severally
9 liable for the liabilities and obligations of MundoMax.

10 **SECOND CAUSE OF ACTION**

11 **(Breach of Covenant of Good Faith and Fair Dealing)**

12 **Against All Defendants**

13 56. Plaintiff restates and incorporates by reference each of the foregoing
14 paragraphs.

15 57. On May 15, 2012, KM LPTV entered into the Station Affiliation
16 Agreement, the May 15 First Letter Agreement and the May 15 Second Letter
17 Agreement. The 2014 Amendment validly amended the May 15 Second Letter
18 Agreement. The Station Affiliation Agreement and the Letter Agreements are
19 valid and enforceable contracts.

20 58. A promise of good faith and fair dealing is implied in both the
21 Affiliation Agreement and the Letter Agreements, which prevents MundoMax
22 from frustrating or interfering with KM LPTV's right to receive the full benefit of
23 those Agreements, or vice versa. This duty is imputed into every contract entered
24 into under the laws of the State of California.

25 59. KM LPTV has at all times performed all, or substantially all,
26 conditions, covenants, and promises required by it under the Affiliation
27 Agreement and Letter Agreements.

28 60. Instead of acting in good faith in accordance with the National Sales

1 Representation and Marketing Contribution provisions of the Agreements,
2 MundoMax has delayed and obfuscated by not only failing to pay KM LPTV as
3 required under the provisions, but also subjecting KM LPTV to unnecessary and
4 time-consuming requests for documentation.

5 61. Instead of acting in good faith in accordance with the National Sales
6 Representation and Marketing Contribution provisions of the Agreements,
7 MundoMax led KM LPTV to believe it would honor its promises to make
8 payments under the Agreements while knowing all along it did not intend to honor
9 its commitments.

10 62. Thus, MundoMax has breached its duty of good faith and fair dealing
11 to KM LPTV.

12 63. As a direct and proximate result of MundoMax's breach of its
13 covenant of good faith and fair dealing, KM LPTV has suffered, and continues to
14 suffer, direct and consequential damages, in an amount to be proven at trial, not
15 less than \$525,000.

16 64. As the sole shareholder of MundoMax, RCN is jointly and severally
17 liable for the liabilities and obligations of MundoMax.

18 **THIRD CAUSE OF ACTION**

19 **(False Promise)**

20 **Against All Defendants**

21 65. Plaintiff restates and incorporates by reference each of the foregoing
22 paragraphs.

23 66. On February 19, 2014, by executing the 2014 Amendment,
24 MundoMax made promises to KM LPTV that it would compensate KM LPTV on
25 a quarterly basis for its marketing expenditures and that it would guarantee
26 payment to KM LPTV of at least \$150,000 per quarter for national advertising
27 sales revenue.

1 67. In April 2016, MundoMax provided art to KM LPTV to be used in
2 marketing materials. KM LPTV informed MundoMax that the art would be used
3 for marketing expenditures for which MundoMax would be obligated to repay
4 KM LPTV. MundoMax did not object.

5 68. On February 1, 2016, May 1, 2016 and May 20, 2016, KM LPTV
6 sent invoices to MundoMax for marketing expenses and an approved plan for
7 marketing for May through July 2016. MundoMax did not object to the marketing
8 expenses and did not object to the marketing plan which had already been
9 approved by it.

10 69. On information and belief, at the time MundoMax made these
11 promises to advance payment for marketing expenses, it did not intend to perform
12 its promises.

13 70. KM LPTV reasonably relied on MundoMax's false promises by
14 foregoing its right to terminate the Station Affiliation Agreement and by
15 continuing to broadcast MundoMax programming. Had KM LPTV known that
16 MundoMax did not intend to make good and fulfill its promises, KM LPTV would
17 have terminated the Station Affiliation Agreement and looked for other broadcast
18 opportunities.

19 71. KM LPTV was harmed by MundoMax's actions and KM LPTV's
20 reliance on MundoMax's false promises was a substantial factor in causing that
21 harm. Specifically, without limitation, KM LPTV continued to perform its
22 obligations under the Station Affiliation Agreement and incurred substantial
23 losses, in an amount to be determined at trial. In addition, KM LPTV lost other
24 broadcast opportunities, which it could have entered into, had it known
25 MundoMax did not intend to fulfill its promises.

26 72. Defendants' conduct was malicious, intentional, and outrageous and
27 constituted willful and wanton disregard for the rights of Plaintiff in that, as
28 described above, MundoMax maliciously intended to lull KM LPTV into

1 continuing to broadcast content, thus obtaining the benefits of the affiliation while
2 refusing to appropriately compensate KM LPTV.

3 73. As the sole shareholder of MundoMax, RCN is jointly and severally
4 liable for the liabilities and obligations of MundoMax.

5 **FOURTH CAUSE OF ACTION**

6 **(Violations of Cal. Bus. & Prof. Code §17200 *et seq.*)**

7 **Against All Defendants**

8 74. Plaintiff restates and incorporates by reference each of the foregoing
9 paragraphs.

10 75. The relationship between KM LPTV and MundoMax is governed by
11 California law.

12 76. MundoMax's actions as described in this Complaint constitute unfair
13 business practices as proscribed by California Business and Professions Code
14 Sections 17200 *et seq.*

15 77. MundoMax's unfair business practices include, but are not limited to,
16 failing to compensate KM LPTV under the National Sales Representation and
17 Marketing Contribution provisions. The actions described in this Complaint are
18 unfair, unlawful, or fraudulent for purposes of California Business and Professions
19 Code Sections 17200 *et seq.*

20 78. As a result of MundoMax's acts in violation of California Business
21 Code Sections 17200 *et seq.*, KM LPTV is entitled to a disgorgement of
22 MundoMax's profits, restitution, and/or such other equitable remedies as
23 permitted under the statute and that the Court may order.

24 79. As the sole shareholder of MundoMax, RCN is jointly and severally
25 liable for the liabilities and obligations of MundoMax.

1 **FIFTH CAUSE OF ACTION**

2 **(Quantum Meruit)**

3 **Against All Defendants**

4 80. Plaintiff restates and incorporates by reference the foregoing
5 paragraphs numbered 1 through 39.

6 81. KM LPTV performed services for MundoMax by promoting
7 MundoMax's programming, and broadcasting MundoMax's programming and
8 MundoMax's commercial advertisements, at MundoMax's request, on the Station
9 from August 19, 2015 through July 31, 2016.

10 82. MundoMax benefitted from the promotion of its programming
11 provided by KM LPTV and by the airing of its programming on the Station in
12 Chicago.

13 83. The Station incurred significant promotional expenditures and
14 obligations with third parties, and forewent opportunities to generate Station
15 revenues by broadcasting other programming, during this time period.

16 84. MundoMax did not compensate KM LPTV for its airing of
17 MundoMax programming for the last three quarters of the Station Affiliation
18 Agreement, nor compensate KM LPTV for its promotional efforts for the last two
19 quarters of the Station Affiliation Agreement. The reasonable value of
20 broadcasting MundoMax programming on the Station and the promotional work
21 for these time periods is at least \$525,000. That amount remains unpaid.

22 85. MundoMax is liable to KM LPTV for quantum meruit in an amount
23 to be proven at trial, not less than \$525,000.

24 86. As the sole shareholder of MundoMax, RCN is jointly and severally
25 liable for the liabilities and obligations of MundoMax.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, KM LPTV prays for relief as follows:

28 a. That the Court enter judgment for KM LPTV and against all

- 1 Defendants on the above claims for relief;
- 2 b. For damages in the amount to be proven at trial;
- 3 c. For restitution, disgorgement of profits, or other equitable relief;
- 4 d. For punitive damages;
- 5 e. For attorneys’ fees and costs, in an amount according to proof;
- 6 f. For prejudgment interest according to law; and
- 7 g. For any such other and further relief, including equitable relief, as the
- 8 Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demands a trial by jury in this action.

15 DATE: November 29, 2016

GERARD FOX LAW, P.C.

16 BY: /s/ GERARD P. FOX

17 GERARD P. FOX
 18 BELINDA M. VEGA
 Attorneys for Plaintiff
 19 KM LPTV of Chicago-13, L.L.C.