

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA  
CIVIL DIVISION

CASE NO.

OLYMPUSAT, INC., a Florida corporation,

Plaintiff,

v.

DINA ALMEIDA and TRISTAN LEOSTAR FILMS,  
INC., a Florida corporation.

Defendants.

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**COMPLAINT**

Plaintiff, Olympusat, Inc., a Florida corporation (“Olympusat”), by and through undersigned counsel, hereby sues Defendants, Dina Almeida (“Almeida”) and Tristan Leostar Films, Inc. (“TLF”), and alleges:

**Jurisdiction and Venue**

1. This is an action for injunctive relief and damages in excess of \$15,000, exclusive of interest, costs and attorney’s fees.
2. Olympusat is an organization duly organized under the laws of the State of Florida with its principal place of business in Palm Beach County, Florida.
3. Almeida is an individual who was believed to be a resident of the State of California, but based on facts alleged below should be deemed a resident of the State of Florida.
4. TLF is an organization duly organized under the laws of the State of Florida with its principal place of business in Dade County, Florida.
5. Jurisdiction and venue are proper in Palm Beach County, Florida under §48.193, Florida Statutes based on the following facts:

- a. Almeida is the owner and President of TLF;

- b. TLF was organized in 2013 and its initial Registered Agent was Greg K. Gonzalez, CPA, P.A. (“Gonzalez”) with an address of 5201 Blue Lagoon Dr. Suite 800, Miami, FL 33126, which was also listed as the Principal Place of Business (the “Blue Lagoon Property”);
  - c. On January 1, 2015, Almeida filed TLF’s 2015 Annual Report with the Florida Secretary of State (the “2015 Annual Report”).
  - d. The 2015 Annual Report names Almeida as the company’s Registered Agent and lists the Blue Lagoon Property as her address.
  - e. Every Annual Report filed on behalf of TLF since the 2015 Annual Report lists Almeida as the company’s Registered Agent and used the Blue Lagoon Property as her address.
  - f. §607.0501(1), Florida Statutes, provides that “Each corporation shall have and continuously maintain in this state:”
  - g. Then, §607.0501(1)(b)1, Florida Statutes, provides that Corporation must maintain a Registered Agent and that if the Registered Agent is an individual that is a resident of the State of Florida and that Registered Agent’s office must be the same as Principal Place of Business.
6. Based on the allegations in paragraphs 5(a) through 4(g), Almeida is a resident of the State of Florida.
7. Further, by virtue of the allegations in paragraph 5(a) through 4(b), Almeida is conducting, engaging in, or carrying on a business in the State of Florida as contemplated by §48.193(1)(a)1, Florida Statutes. Additionally, in furtherance of such business, Almeida had Olympusat reimburse her for expenses associated with the following acts:

- a. Travel to West Palm Beach, Florida, for an Olympusat Managers' Meeting for the period December 8, 2016 through December 11, 2016;
- b. Travel to Miami, Florida, for Olympusat related business during the period February 12, 2017 through February 16, 2017;
- c. Travel to West Palm Beach, Florida, for an Olympusat Managers' Meeting for the period November 8, 2017 through November 10, 2017;
- d. Travel to West Palm Beach, Florida, for Olympusat's holiday party the period January 1, 2018 through January 21, 2018;
- e. Travel to Miami, Florida, for Olympusat related business during the period February 11, 2018 through February 16, 2018;
- f. Travel to West Palm Beach, Florida, for an Olympusat Managers' Meeting for the period August 14, 2018 through August 17, 2018; and,
- g. Travel to West Palm Beach, Florida, for an Olympusat Managers' Meeting for the period December 5, 2018 through December 8, 2018.

8. The conduct described in Paragraphs 6(a) through Paragraph 4(g) above demonstrates that Almeida is engaged in substantial and not isolated activity within the State of Florida within the meaning of §48.193(2), Florida Statutes.

9. All conditions precedent to this action have occurred, been performed and/or have been waived.

### **General Allegations**

10. Olympusat is a leader in the television and media space and provides content and technology to its partners and clients. Olympusat has an extensive portfolio of networks that includes 60+ HD and SD Spanish and English language television networks.

11. Olympusat acquires content for its networks in three ways: it creates its own content to air on its networks; it has direct employees who are tasked with securing content from parties that have the right to license content to Olympusat for use on its networks; and, it contracts with consultants that aggregate content from licensors to be licensed to Olympusat to be aired on Olympusat's networks.

12. In or about February 2014, Olympusat and TLF commenced a business relationship pursuant to which Almeida agreed to provide consulting services to Olympusat through TLF.

13. Almeida represented that she has expertise and business relationships in the area of programming and content aggregation that has been helpful to Olympusat in the past and might helpful to Olympusat going forward (the "Aggregation Business").

14. The Aggregation Business required Almeida to source from licensors potential content for certain of Olympusat's networks on competitive terms and at competitive prices.

15. Almeida was compensated by Olympusat through TLF by way of a monthly retainer and commissions.

16. In February 2019, Olympusat suspended its relationship with Almeida and TLF when it had concerns that Almeida was receiving kickbacks from licensors.

17. Shortly thereafter, when Almeida did not have a suitable explanation for the circumstances that gave rise to Olympusat's concerns that Almeida was receiving kickbacks from licensors and upon Almeida's counsel threatening to bring a claim for sexual harassment if

Olympusat didn't reinstate Almeida, Olympusat terminated its relationship with Almeida and TLF.

18. As part of Almeida's Aggregation Business, Almeida negotiated a license agreement, on behalf of Olympusat, with a content provider located in the United Kingdom known as Indigo Entertainment ("Indigo").

19. Olympusat licensed content from Indigo for the period November 2016 through January 2018.

20. Upon information and belief, Almeida arranged for Indigo to pay to TLF over \$100,000.00 for getting Olympusat to enter into the aforesaid license agreement with Indigo (the "Indigo Kickbacks").

21. Upon information and belief, the Indigo Kickbacks are not the only kickbacks Almeida arranged to be paid to TLF in connection with license fees paid by Olympusat (each an "Additional Kickback").

22. In connection with the Aggregation Business, TLF and Almeida advertise on TLF's website that TLF is "... the premiere content aggregator for: TOKU<sup>1</sup>.

23. The Mark is a registered trademark (Reg. No. 5120616 and 5257155) that is exclusively owned by Olympusat.

24. TLF and Almeida have used and continue to use the Mark without a license or permission from Olympusat.

25. Almeida repeatedly and falsely claimed that she is the exclusive aggregator of Asian content for Olympusat and that she has an agreement that prohibits Olympusat from circumventing her from that position (Almeida's "Claims to Exclusivity").

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<sup>1</sup> See Exhibit "A" attached hereto, incorporated herein, and hereinafter the "Mark".

26. As a result of Almeida's Claims to Exclusivity, content providers have refused to do business with Olympusat.

27. Olympusat has retained the undersigned law firm and has agreed to pay it a reasonable fee for its services.

**COUNT I**  
**UNFAIR TRADE PRACTICES**  
**(As to Almeida and TLF)**

Olympusat repeats and realleges the allegations of paragraph 1 through 27 above as if fully restated herein.

28. This is a claim against Almeida and TLF for damages under §501.204(1), Florida Statutes.

29. At all relevant time, Almeida and TLF solicited, advertised, offered and provided a service (the Aggregation Business) and thereby was engaged in trade or commerce as defined by §501.203, Florida Statutes.

30. At all material times, Olympusat was a consumer as defined by §501.203, Florida Statutes.

31. Almeida (as an agent of Olympusat) owed a fiduciary duty to Olympusat to conduct her Aggregation Business in Olympusat best interest and to bargain for suitable content at the lowest possible license fee.

32. The Indigo Kickback and any Additional Kickback improperly increased the license fees paid by Olympusat for content acquired through the Aggregation Business.

33. The Idigo Kickback and any Additional Kickback are a violation of §838.15, Florida Statutes, and as such are a per se unfair trade practice.

34. Almeida's Claims to Exclusivity have impeded Olympusat from being able to acquire the rights broadcast content which negatively affects Olympusat's ability to compete with its competitors.

35. Almeida's Claims to Exclusivity are an unfair practice that is immoral and unethical.

36. As a direct and proximate result of Almeida and TLF's unfair trade practices, Olympusat has been damaged in an amount equal to the Indigo Kickback and any Additional Kickback.

37. Olympusat is entitled to recover its reasonable attorney's fees and costs pursuant to §501.2105, Florida Statutes.

WHEREFORE, Olympusat prays that this Court enter a judgment against Almeida and TLF (i) declaring that Almeida and TLF violated the Act pursuant to §501.211(1), Florida Statutes, (ii) actual damages for violation of the Act pursuant to §501.211(2), (iii) monetary damages, interest, cost, attorney's fees pursuant to §501.211(2) and §501.2105, Florida Statutes, and (iv) such other relief as this Court deems just and proper.

**COUNT II**  
**COMMON LAW TRADEMARK INFRINGEMENT**  
**(As to TLF)**

Olympusat repeats and realleges the allegations of paragraph 1 through 27 above as if fully restated herein.

38. Olympusat has used the Mark in connection with Olympusat's product and services in U.S. commerce and in the State of Florida since long before TLF's first use.

39. As a result of the continued broadcasting of content in connection with the Mark and as a result of the experience, care, and quality of Olympusat's broadcasts in connection with

the Mark, the Mark has acquired a reputation for excellence and has become associated exclusively with Olympusat's broadcasts in connection with Mark.

40. TLF, with intentional disregard for Olympusat's rights, uses the Mark in connection with its advertising on its website and, upon information and belief, in connection with its overall business strategy. Such acts are likely to cause, and have caused, and will continue to cause confusion as to the source or sponsorship of TLF's products and services.

41. TLF's acts constitute willful infringement of Olympusat's exclusive rights in the Mark in violation of the common law.

42. By reason of TLF's actions, Olympusat has suffered irreparable harm. Unless TLF is restrained from further infringement of the Mark, Olympusat will continue to suffer irreparable harm.

43. Olympusat has no remedy at law that will adequately compensate for the irreparable harm it will suffer if TLF's conduct is allowed to continue.

WHEREFORE, Olympusat prays that this Court will enter judgment against TLF as follows:

- A. That TLF and all of its agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who receive actual notice of the injunction, be temporarily, preliminarily, and permanently enjoined from, without the permission from Olympusat, Using the Mark, any colorable imitation thereof, or any marks confusingly similar thereto;
- B. That TLF be ordered to deliver to Olympusat for destruction all signs, business cards, advertising materials, or other materials that bear the Mark or that bear marks similar to the Mark or that result in any unfair competition by TLF against Olympusat.
- C. Compensatory damages in an amount determined at trial.



- D. An accounting and disgorgement of TLF's ill-gotten profits.
- E. Attorneys' fees.
- F. Pre-judgment and post-judgment interest.
- G. Costs of this action.
- H. Such other and further relief as allowed at law or in equity that the Court deems to be appropriate and to which Olympusat is entitled.

**COUNT II**  
**CIVIL REMEDY FOR A CRIMINAL PRACTICE**  
**COMMERCIAL BRIBE RECEIVING**  
**(As to Almeida and TLF)**

Olympusat adopts and re- alleges the allegations in Paragraphs 1 through 27 above as if fully set forth herein.

44. This is a count for damages under §§772.103 and 772.104, Florida Statutes and is raised in the alternative to other counts pursuant to Fla. R. Civ. P. 1.110(g).

45. Almeida and TLF have enriched themselves by way of the Indigo Kickbacks and any Additional Kickbacks in violation of §838.15, Florida Statutes.

46. Fla. Stat. §838.15 provides that a person commits the crime of commercial bribe receiving if the person solicits, accepts, or agrees to accept a benefit with intent to violate a statutory or common-law duty to which that person is an agent of another.

47. In conducting her Aggregation Business, Almeida and TLF were acting as agents of Olympusat.

48. These acts constitute a "pattern of criminal activity" in accordance with Fla. Stat. § 772.103(2).

49. Fla. Stat. § 772.104 provides for a civil remedy for a criminal practice such as the acts committed by Almeida and TLF.

50. Olympusat has suffered and will continue to suffer damages as a result of Defendants' conduct.

51. Olympusat is entitled to recover damages in an amount equal to threefold of the amount of the Indigo Kickback and any Additional Kickback, plus its reasonable attorneys' fees and costs.

WHEREFORE, Olympusat requests that this Court enter judgment against Almeida and TLF, jointly and severally, and awarding Olympusat its costs and attorneys' fees, together with any such further relief this Court deems just and proper.

**The Plaintiff demands a trial by jury for all issues so triable.**

Dated this 12<sup>th</sup> day of April, 2019.

Respectfully submitted,

/s/ Peter M. Bernhardt

PETER M. BERNHARDT, ESQ.

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# **EXHIBIT “A”**



TRISTAN  
LEOSTAR

The Film & Television licensing division of Tristan Leostar has offices located in Los Angeles and Hong Kong. Tristan Leostar associates have an outstanding reputation and relationships with distributors, studios and broadcasters worldwide and distributes content across the major digital download and streaming platforms.



We are the premiere content aggregator for:

We have highly coveted status with iTunes, Google, Hulu, Amazon, Netflix and Cable/Satellite/Telco VOD services. We're always expanding our platform reach.