

COPY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO.:

09-5300 E

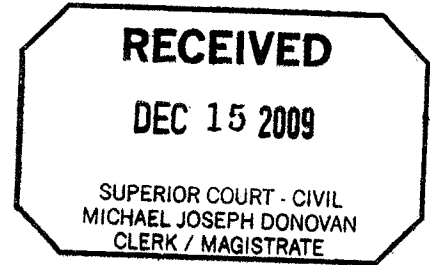
ATHLETES PREMIER INTERNATIONAL,  
INC.,

Plaintiff

v.

HENDRICKS SPORTS MANAGEMENT, LP,

Defendant.



**COMPLAINT AND JURY DEMAND**

1. This action arises out of Defendant Hendricks Sports Management, LP's ("Hendricks") intentional and malicious interference with the contract between Plaintiff Athletes Premier International, Inc. ("Athletes Premier") and the highly-regarded major league baseball pitching prospect Aroldis Chapman ("Chapman"). By this action, Athletes Premier seeks to recover damages for Hendricks' tortious interference with a contract, interference with advantageous business relations, intentional tort, and unjust enrichment.

**PARTIES**

2. Plaintiff Athletes Premier International is a Massachusetts corporation with a place of business in Boston, Massachusetts. Athletes Premier represents professional athletes.

3. Defendant Hendricks Sports Management, LP is, upon information and belief, a Texas limited partnership with a principal place of business at 400 Randal Way, Spring, Texas.

Hendricks is a sports agency, representing professional baseball players. Hendricks conducts business throughout the United States, including the Commonwealth of Massachusetts.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over the Defendant pursuant to *inter alia* Mass. G.L. c. 223A § 3. The Plaintiffs' cause of action arises out of Hendricks and/or its agents *inter alia* causing tortious injury in the Commonwealth of Massachusetts. Hendricks regularly conducts or solicits business, or engages in other persistent courses of conduct, or derives substantial revenue from goods used or consumed or services rendered, in the Commonwealth of Massachusetts.

5. Venue is proper in this Court because Athletes Premier maintains a place of business in Suffolk County, Massachusetts.

### **BACKGROUND FACTS RELATING TO ALL CLAIMS**

6. Athletes Premier represents professional athletes and has expertise assisting foreign athletes in their transition to the United States.

7. Aroldis Chapman is a twenty-one year old Cuban expatriate and highly sought-after baseball pitching prospect. Baseball insiders have referred to Chapman as the top left-handed pitching prospect in the world. Scouts have clocked his fastball in excess of 100 miles per hour. Until recently, Chapman was a Cuban national and a star pitcher on the Cuban national baseball team. For several years, Chapman has sought the opportunity to play professional baseball outside of Cuba, but had been unable to do so due to restrictions placed upon him and other athletes by the Government of Cuba. During the summer of 2009, Edwin Mejia ("Mejia") the Plaintiffs' President, was contacted and was requested to assist Chapman in fulfilling his desire to establish residency outside of Cuba in order to become a professional baseball player.

8. Upon receiving the request to assist Chapman, Mejia travelled to Amsterdam, The Netherlands, to meet Chapman, who, at that time of his defection had been staying in a hotel with the Cuban national baseball team in Rotterdam. Chapman advised Mejia of his desire to become a professional baseball player. Chapman requested Mejia's assistance and sought to retain Mejia and Athletes Premier as his agent.

9. In early July of 2009, Chapman executed a contract with Athletes Premier whereby Athletes Premier became *inter alia*, Chapman's exclusive agent to negotiate, on behalf of Chapman, a contract with a major league baseball team. Pursuant to the terms of the contract, Chapman agreed to pay Athletes Premier certain compensation, including but not limited to a percentage of any signing bonus received by Chapman from a major league baseball team.

10. In reliance upon Chapman's representations and the contract executed by Chapman, Athletes Premier and Mejia performed unprecedented services and invested substantial time and hundreds of thousands of dollars for and on behalf of Chapman. For example, Athletes Premier and Mejia:

- a. Developed an action plan to overcome the many legal and professional obstacles which Chapman needed to overcome in order to be eligible to play major league baseball in the United States;
- b. Retained a private security firm to provide Chapman with body guards in order to prevent his potential abduction by Cuban authorities;
- c. Arranged for Chapman's establishment of legal residence in Andorra;
- d. Obtained approval from the United States Department of the Treasury for Chapman to work legally in the United States as a Cuban national;

- e. Obtained designation from major league baseball that Chapman be classified as a unrestricted free agent;
- f. Provided Chapman with a temporary residence and access to athletic training facilities, as well as food and clothing;
- g. Retained a United States-based public relations firm to assist in marketing Chapman;
- h. Arranged and coordinated widespread media interviews for Chapman;
- i. Arranged for representatives of various major league baseball teams to meet with and watch work outs conducted by Chapman;
- j. Created unprecedented demand for Chapman's service from numerous major league baseball teams; and
- k. Negotiated with several major league baseball teams and procured one or more substantial offers from such teams to sign Chapman.

11. Athletes Premier facilitated Chapman's relocation to the United States and eligibility to play major league baseball in record time, with Mejia devoting extraordinary and unprecedented efforts to assist Chapman. Athletes Premier spent and/or incurred costs totaling hundreds of thousands of dollars in their efforts on behalf of Chapman.

12. Athletes Premier's contract with Chapman, as well as its tireless and extraordinary efforts on behalf of Chapman, were widely reported in the media and known to the Hendricks.

13. As a result of Athletes Premier's efforts, on September 24, 2009, Major league baseball declared Chapman to be an unrestricted free agent. On the same day, the United States Department of the Treasury "unblocked" Chapman from working in the United States.

14. While Chapman remained in Andorra pending approval of his United States visa application, Mejia returned to the United States to negotiate a contract for Chapman with a major league baseball team.

15. In November, 2009 Chapman himself arrived in Newark, New Jersey physically fit and legally able to play baseball with a major league baseball team. Following his arrival in the United States, Athletes Premier provided Chapman with a residence in White Plains, New York.

16. As a condition of Chapman's United States Visa, and as evidence of the extraordinary efforts made on Chapman's behalf, Mejia was designated as Chapman's sponsor and assumed personal responsibility for Chapman.

17. As a result of Athletes Premier and Mejia's services upon Chapman's arrival in the United States, there was significant interest in Chapman. Athletes Premier and Mejia had contact with many major league baseball clubs seeking to negotiate a contract with Chapman, and procured one or more significant offers from major league baseball teams.

18. During November major league baseball held its annual General Managers' meeting. Mejia arranged interviews for Chapman with various media outlets, including the Associated Press, and Sports Illustrated. While speaking on ESPN Deportes, Chapman described Mejia as a "great agent", praising Mejia's efforts in helping him to come to the United States and stating that he expected to sign with a Major League contract soon.

#### **DEFENDANT HENDRICKS' UNLAWFUL AND MALICIOUS CONDUCT**

19. Following Chapman's arrival in the United States, the Defendant, Hendricks, embarked upon a scheme utilizing its employees and at least one Hendricks client to unlawfully induce Chapman to terminate his contract with Athletes Premier and to sign a contract with Hendricks. The tactics utilized by Hendricks to induce Chapman to terminate his contract with Athletes Premier included unsolicited contact with Chapman and making false and disparaging statements

to Chapman concerning Athletes Premier and Mejia, as well as providing Chapman with numerous improper enticements in order to induce Chapman to terminate his contract and relationship with Athletes Premier and Mejia.

20. On November 16, 2009, Chapman suddenly and without notice or explanation ceased all contact with Mejia and Athletes Premier. At the time, Chapman was in possession of a mobile phone registered to Mejia. On Tuesday evening, November 17, Mejia checked the call records for this phone and discovered numerous incoming calls and text messages from Rodney Fernandez, an agent employed by the Hendricks agency, as well as calls from a Hendricks' client.

21. Upon information and belief, Chapman had not met and did not know either Fernandez or the Hendricks' client prior to their unsolicited contact with Chapman after Chapman's arrival in the United States. Based upon Athletes Premier and Mejias investigation, they have uncovered that Hendricks and its employees or representatives made material false and disparaging statements to Chapman concerning Athletes Premier and Mejia, as well as provided improper enticements to Chapman in order to cause Chapman to terminate his contract with Athletes Premier and sign a contract with Hendricks.

### **COUNT I**

#### **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

22. Athletes Premier repeats and realleges the allegations contained in paragraphs 1 - 21 herein.

23. Athletes Premier had a valid and binding agreement with Chapman.

24. Defendant Hendricks had knowledge of this contract between Athletes Premier and Chapman.

25. Defendant Hendricks knowingly and willfully induced Chapman to terminate and breach the contract between Athletes Premier and Chapman.

26. Defendant Hendricks' conduct constitutes an unlawful tortious interference with Athletes Premier's contract with Chapman. Hendricks' interference in the contractual relationship between Athletes Premier and Chapman was intentional, born of improper motivations, and perpetrated through malicious and improper means.

27. As a direct result of Hendricks' interferences as aforesaid, Athletes Premier has been damaged in an amount to be determined by this Court, together with interest, costs and attorneys fees.

## COUNT II

### TORTIOUS INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONS

28. Athletes Premier repeats and realleges the allegations contained in paragraphs 1 - 27 herein.

29. Athletes Premier maintained an active and on-going advantageous business relationship with Chapman.

30. Defendant Hendricks knowingly and intentionally interfered with the advantageous business relationship between Athletes Premier and Chapman.

31. Defendant Hendricks' interference in the advantageous business relationship between Athletes Premier and Chapman was intentional, born of improper motivations, and perpetrated through malicious and improper means.

32. As a direct result of Hendricks' interference with the advantageous business relationship between Athletes Premier and Chapman, Athletes Premier has been damaged in an amount to be determined by this Court, including interest, costs and attorneys' fees.

### **COUNT III**

#### **INTENTIONAL TORT**

33. Athletes Premier repeats and realleges the allegations contained in paragraphs 1 - 32 herein.

34. Defendant Hendricks actions, including without limitation, their false and derogatory statements concerning Athletes Premier were malicious and intended to cause harm to Athletes Premier and to deprive Athletes Premier of the economic benefit of its investment in an on-going relationship with Chapman.

35. Defendant Hendricks' actions constitute an intentional tort which has resulted in monetary damage to Athletes Premier.

36. As a direct result of Hendricks' intentional tort, Athletes Premier has been damaged in an amount to be determined by this Court, together with interest, costs and attorneys fees.

### **COUNT IV**

#### **UNJUST ENRICHMENT**

37. Athletes Premier repeats and realleges the allegations contained in paragraphs 1- 36 herein.

38. Defendant Hendricks has been unjustly enriched at the expense of and to the detriment of Athletes Premier.

39. As a result of Defendant Hendricks' unjust enrichment, Hendricks is liable to Athletes Premier in an amount to be determined by the Court, plus interests, costs, and attorneys' fees.

WHEREFORE, Plaintiff Athletes Premier International, Inc. respectfully requests that this Court enter judgment against Defendant Hendricks Sports Management, LP as follows:

1. With respect to Count I, that the Defendant Hendricks pay forthwith to Athletes Premier, its damages, together with interest, costs and attorneys' fees;
2. With respect to Count II, that the Defendant Hendricks pay forthwith to Athletes Premier, its damages, together with interest, costs and attorneys' fees;
3. With respect to Count III, that the Defendant Hendricks pay forthwith to Athletes Premier, its damages, together with interest, costs and attorneys' fees;
4. With respect to Count IV, that the Defendant Hendricks pay forthwith to Athletes Premier, its damages, together with interest, costs and attorneys' fees; and
5. That the Court grant such other and further relieve as it deems meet and just.

**JURY TRIAL DEMAND**

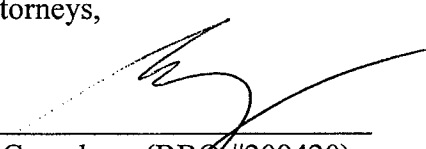
The Plaintiff demands a trial by jury on all issues.

Dated: December 1<sup>st</sup>, 2009

Respectfully submitted,

ATHLETES PREMIER INTERNATIONAL,  
INC.

By its attorneys,



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**CIVIL ACTION COVER SHEET**

DOCKET NO.(S)

09-5300E

**Trial Court of Massachusetts Superior Court Department**  
 County: Suffolk



**COPY**

PLAINTIFF(S)

ATHLETES PREMIER INTERNATIONAL, INC.

DEFENDANT(S)

HENDRICKS SPORTS MANAGEMENT, LP

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

Gary R. Greenberg, (BBO #209420)  
 Greenberg Traurig, LLP, One International Place  
 Boston, MA 02110 (617) 310-6000  
 Board of Bar Overseers number:

ATTORNEY (if known)

**Origin code and track designation**

Place an x in one box only:

- 1. F01 Original Complaint
- 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)
- 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- 4. F04 District Court Appeal c.231, s. 97 &104 (After trial) (X)
- 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
- 6. E10 Summary Process Appeal (X)

**TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)**

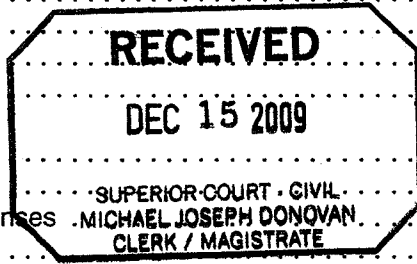
CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
B99	Tortious Interference With Contract	( F )	( X ) Yes ( ) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

**TORT CLAIMS**

(Attach additional sheets as necessary)

- A. Documented medical expenses to date:
    - 1. Total hospital expenses ..... \$
    - 2. Total Doctor expenses ..... \$
    - 3. Total chiropractic expenses ..... \$
    - 4. Total physical therapy expenses ..... \$
    - 5. Total other expenses (describe) ..... \$
  - B. Documented lost wages and compensation to date ..... \$
  - C. Documented property damages to date ..... \$
  - D. Reasonably anticipated future medical and hospital expenses ..... \$
  - E. Reasonably anticipated lost wages ..... \$
  - F. Other documented items of damages (describe) ..... \$
  - G. Brief description of plaintiff's injury, including nature and extent of injury (describe) ..... \$
- TOTAL \$** .....



**CONTRACT CLAIMS**

(Attach additional sheets as necessary)

Provide a detailed description of claim(s): Plaintiff brings this complaint against the defendant for intentional and malicious interference with a contract between plaintiff and one of its clients. Plaintiff seeks damages for tortious interference with a contract, interference with advantageous business relations, intentional tort, and unjust enrichment.

TOTAL \$ 25,000.00 IN EXCESS OF

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

DATE: 12/15/09