

**NEW YORK STATE SUPREME COURT  
NEW YORK COUNTY**

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JOHN DINN MANN,	:	
	:	Index No.:
Plaintiff,	:	
	:	
v.	:	<b>COMPLAINT</b>
	:	
MLB ADVANCED MEDIA, L.P.; and	:	
BAMTECH, LLC,	:	<b><u>Jury Trial Demanded</u></b>
	:	
Defendants.	:	
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Plaintiff John Dinn Mann (“Plaintiff”) hereby alleges as follows:

**PRELIMINARY STATEMENT**

1. John Dinn Mann spent over 17 years of his life transforming MLB Advanced Media (“BAM”) from a fledgling startup into a multi-billion dollar media juggernaut.
2. In 2006, in recognition of his hard work and dedication to BAM – and to keep Mr. Mann and his colleague, Noah Garden, from leaving BAM to join IMG – the Board of BAM granted Mr. Mann and Mr. Garden each a 2% equity interest in BAM’s “non-baseball business.” The equity grants to Mr. Mann and Mr. Garden were formalized during a June 29, 2006 Board meeting.
3. Minutes after the Board meeting, Mr. Garden, who was anxious to learn whether the equity had been granted, sent an email to BAM’s Chief Executive Officer (“CEO”), Bob Bowman. The email read, “[n]o email from you . . . can’t be good.” Bowman responded, “It’s all good,” and followed up shortly thereafter in an email: “[y]ou are about to become f u rich.”
4. Four days later, Mike Mellis, MLB’s General Counsel, wrote to both Mr. Mann and Mr. Garden: “[g]ents, I spoke with Bob [Bowman] about the board’s decision. Congrats to you both.”

5. The “non-baseball business,” which was eventually consolidated under the entity BAMTECH, LLC (“BAMTech”), is now worth approximately \$3,750,000,000.

6. Despite the fact that Mr. Mann is a 2% owner of BAMTech, he received no compensation when Disney recently paid approximately \$2.6 billion over two transactions to purchase 75% of BAMTech. To make matters worse, both BAM and BAMTech have since advised Mr. Mann (without any coherent explanation and contrary to their prior agreement) that he is not in fact an equity holder and that he will not receive any compensation in consideration of his ownership interest in BAMTech.

7. This action seeks declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants’ breaches of contract and breaches of the implied covenant of good faith and fair dealing, as well as for promissory estoppel and unjust enrichment.

#### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over Defendants pursuant to Civil Practice Law & Rules (“CPLR”) § 301.

9. Venue is proper pursuant to CPLR § 503 because one or more of Defendants reside in New York County and because a substantial part of the events or omissions giving rise to this action occurred in New York County.

#### **PARTIES**

10. Plaintiff John Dinn Mann is the former Executive Vice President (“EVP”) of Content at BAM.

11. Defendant MLB Advanced Media, L.P., is a Delaware company headquartered in New York. BAM is a limited partnership of the owners of Major League Baseball’s (“MLB”) 30 teams. It was formed in 2000 for the purpose of consolidating the online rights and ticket sales for all MLB teams. BAM operates various online MLB products and resources, including

MLB.com, the MLB At Bat application and MLB.tv. In connection with MLB.tv, BAM developed technology to facilitate the online streaming of MLB games.

12. Defendant BAMTECH, LLC is a Delaware company headquartered in New York.

### **FACTUAL ALLEGATIONS**

#### **I. BACKGROUND**

13. In 2001, Mr. Mann joined BAM as a Senior Vice President and Editor-in-Chief, and was promptly promoted to the position of EVP of Content.

14. Mr. Mann spent 17 years of his life helping to transform BAM from a fledgling startup to a media juggernaut.

15. As EVP, Mr. Mann was responsible for interactive media, digital execution of club and industry initiatives, strategic development, programming operations and material published or syndicated by BAM, including on the MLB.com portal, mobile devices and through social networks.

16. In short, Mr. Mann was responsible for all the content produced, published and distributed by BAM.

17. Over the course of his 17 years with BAM, Mr. Mann was integral in establishing key relationships with, among many, many others, the Baseball Hall of Fame, the Minor League Baseball, MLB Players, Alumni, SNY and YES Network.

18. Mr. Mann also was instrumental in bringing Joe Inzerillo to BAM to handle concerns Mr. Mann identified relating to streaming-media preparedness, infrastructure, personnel and scale.

19. BAM's ascent is in many ways attributable to Mr. Mann, who successfully realized MLB's goal to centralize MLB's digital rights, to promote the game and to create

profound value for shareholders, identifying strategic opportunities to grow the business in a way that leveraged existing assets to create found money for MLB clubs and the industry.

20. Due largely to Mr. Mann's efforts, on multiple occasions, BAM received the prestigious "Best in Digital Media" award at the Sports Business Awards.

21. BAM also was accepted into the Baseball Writers Association of America, again based on the work of Mr. Mann and his content staff.

22. These accomplishments, just a few among many, are a testament to Mr. Mann's work ethic, reputation and credibility.

23. Indeed, in 2008, Mr. Mann was recognized as one of 19 "people to watch" in MLB by the Sports Business Journal.

24. As BAM began to grow, Mr. Mann recognized the potential for new streams of revenue outside of baseball.

25. To this end, Mr. Mann worked to adapt BAM's platform and streaming capabilities for distribution of non-baseball entities' intellectual property.

26. Mr. Mann was able to build strategically vital relationships with entities and individuals such as Major League Soccer, WCSN, U.S. Figure Skating and many others, establishing a foundation and momentum in the critical evolution of BAMTech.

27. This momentum continued, with allocations of employees, deal review discussions and collaborations with ESPN representatives on branding of forthcoming over-the-top services.

28. Mr. Mann was also responsible for collaborating with Will Ferrell's Funny or Die and HBO, among many others.

29. In 2016, BAM's non-baseball business was formally separated from BAM and combined under BAMTech.

30. Since August 2016, Disney has purchased 75% of BAMTech in two transactions, for a reported \$2,580,000,000.

31. According to published reports, BAMTech is now valued at approximately \$3,750,000,000, which is due in no small part to Mr. Mann's contributions.

## **II. MR. MANN IS GIVEN A 2% EQUITY INTEREST IN BAMTECH**

32. When Mr. Mann joined BAM in 2001, he was granted a 0.35% equity interest in BAM.

33. Then, in December of 2004, BAM and Bowman applied substantial pressure on Mr. Mann to simply give up his 0.35% equity interest in BAM.

34. Mr. Mann was asked to, and did, sign an agreement waiving his right to the 0.35% equity in BAM in exchange for \$209 and being put on a Long Term Incentive Plan worth considerably less than the equity he forfeited.

35. Then, in late-2005 through mid-2006, Mr. Mann, Mr. Garden and Bowman were heavily recruited by IMG.

36. Ted Forstmann, a founding partner and then-Chairman and CEO of IMG, flew Mr. Mann, Mr. Garden and Bowman out to California to pitch the three on joining IMG.

37. Ultimately, Mr. Forstmann got cold feet with regard to Bowman, but extended offers to Mr. Mann and Mr. Garden.

38. The offers made to Mr. Mann and Mr. Garden included equity in IMG, and Mr. Mann and Mr. Garden were prepared to accept the offers from IMG.

39. However, Bowman aggressively attempted to persuade Mr. Mann and Mr. Garden to stay and promised to “go to bat” for them with the BAM Board.

40. Specifically, Bowman insisted that Mr. Mann and Mr. Garden give him an opportunity to counter the IMG offer.

41. A critical point, of course, was the equity that had been offered by IMG.

42. Bowman and Mr. Mann specifically discussed that Mr. Mann would only stay with BAM if he was given equity in the non-baseball business, and Bowman told Mr. Mann that if MLB could equal IMG’s offer, Mr. Mann should say, “screw you” to Mr. Forstmann and IMG.

43. Bowman also warned Mr. Mann that there would be “massive, massive repercussions” if Mr. Mann and Mr. Garden left BAM without giving the Board an opportunity to meet and discuss a proposal in response to the IMG offer.

44. Ultimately, Mr. Mann and Mr. Garden agreed to entertain a competing offer from BAM. On June 29, 2006, the Board held a meeting during which Mr. Mann and Mr. Garden were each awarded 2% equity in the non-baseball business (now, BAMTech), as well as increased compensation, to stay with BAM and forego the IMG opportunity.

45. Minutes after the Board meeting, Mr. Garden sent an email to Bowman to inquire as to the Board’s decision regarding an equity grant in BAM. Mr. Garden wrote, “[n]o email from you . . . can’t be good.” Bowman responded, “It’s all good,” and followed up shortly thereafter in an email: “[y]ou are about to become f u rich.”

46. Four days later, Mike Mellis, MLB’s General Counsel, wrote to both Mr. Mann and Mr. Garden: “[g]ents, I spoke with Bob [Bowman] about the board’s decision. Congrats to you both. Could you please send me the proposed tax structure from IMG so that we can work from it?”

**III. BAMTECH IS SOLD TO DISNEY AND MR. MANN RECEIVES NO COMPENSATION**

47. Despite the fact that Mr. Mann is a 2% owner of BAMTech, he received no compensation when Disney recently paid approximately \$2.6 billion over two transactions to purchase 75% of BAMTech.

48. To make matters worse, Mr. Mann was fired without cause at the end of 2017, and was asked to sign a separation agreement that could result in the waiver of his rights and compensation as an equity owner in BAMTech.

49. His ownership interest in BAMTech is currently worth nearly \$80 million, yet he was offered only \$2 million to walk away from any claims he has against BAM.

50. Both BAM and BAMTech have since advised Mr. Mann (without any coherent explanation) that he is not actually a 2% owner in BAMTech and will not receive any compensation in consideration of his ownership interest.

**AS AND FOR A FIRST CAUSE OF ACTION  
(Breach of Contract)**

51. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

52. Plaintiff and Defendants entered into a binding contract pursuant to which Plaintiff was given a 2% equity interest in BAM's non-baseball business, which is now doing business as BAMTech.

53. By failing to make payments to Plaintiff in consideration of his 2% interest in BAMTech and refusing to recognize Plaintiff as holding equity in BAMTech, Defendants have breached the aforementioned contract.

54. As a direct and proximate result of Defendants' breach of contract, Plaintiff has suffered, and continues to suffer, economic harm for which he is entitled to an award of damages to the greatest extent permitted under law.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

55. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

56. Plaintiff and Defendants entered into a binding contract pursuant to which Plaintiff was given a 2% equity interest in BAM's non-baseball business, which is now doing business as BAMTech.

57. Defendants owed a duty to Plaintiff to act in good faith and conduct fair dealing under the contract. Defendants breached this implied covenant of good faith and fair dealing by failing to make payments to Plaintiff in consideration of his 2% interest in BAMTech and refusing to recognize Plaintiff as holding equity in BAMTech.

58. As a direct and proximate result of Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered, and continues to suffer, economic harm for which he is entitled to an award of damages to the greatest extent permitted under law.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Promissory Estoppel)**

59. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

60. Defendants promised Plaintiff that he was a 2% equity owner in BAM's non-baseball business, which is now doing business as BAMTech.



61. Plaintiff reasonably relied on Defendants' promise by, *inter alia*, turning down a job at IMG and continuing to work for Defendants for over a decade, during which time he built BAMTech into a company worth nearly \$4 billion.

62. Defendants failed to act in accordance with their promise by failing to make payments to Plaintiff in consideration of his 2% interest in BAMTech and refusing to recognize Plaintiff as holding equity in BAMTech.

63. As a direct and proximate result of Defendants' failure to act in accordance with their promise, Plaintiff has suffered, and continues to suffer, economic harm for which he is entitled to an award of damages to the greatest extent permitted under law.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(Unjust Enrichment)**

64. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

65. Defendants promised Plaintiff that he was a 2% equity owner in BAM's non-baseball business, which is now doing business as BAMTech.

66. Plaintiff reasonably relied on Defendants' promise by, *inter alia*, turning down a job at IMG and continuing to work for Defendants for over a decade, during which time he built BAMTech into a company worth nearly \$4 billion. As a result, Defendants were enriched at Plaintiff's expense.

67. Permitting Defendants to retain the monies they received due to Plaintiff's post-equity grant work would violate notions of good conscience and equity and, thus, Defendants should be required to remit to Plaintiff the monies they received due to his work in 2017 and 2018.

**AS AND FOR A FIFTH CAUSE OF ACTION – IN THE ALTERNATIVE**  
**(Fraud)**

68. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

69. BAM is liable for the following material false representation made by it to induce Plaintiff to remain employed with BAM: that Plaintiff had been granted a 2% equity interest in BAM's non-baseball business, now d/b/a BAMTech.

70. BAM knew, or should have known, that this representation was false, and BAM made and authorized, acquiesced in and/or ratified this false statement with *scienter*.

71. To the extent that this false statement constitutes a future promise or expectation, BAM made and authorized, acquiesced in and/or ratified such statement with an intent not to fulfill it.

72. This false representation was made knowingly, or with a willful, wanton and reckless disregard for the truth, and was intended to deceive and defraud Plaintiff into remaining employed with BAM.

73. Plaintiff was ignorant as to the falsity of BAM's representation.

74. Plaintiff reasonably relied upon this false representation when he agreed to remain employed with BAM.

75. As a result of BAM's deliberate misrepresentation of a material fact, Plaintiff suffered significant damages.

76. Accordingly, Plaintiff is entitled to recovery against BAM in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that the Court enter judgment in his favor and against Defendants for the following relief:

- A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the State of New York;
- B. An award of damages against Defendants, in an amount to be determined at trial, plus interest, to compensate Plaintiff for all monetary and/or economic damages;
- C. An award of punitive damages in an amount to be determined at trial;
- D. Prejudgment interest on all amounts due;
- E. An award of Plaintiff's reasonable attorneys' fees and costs; and
- F. Such other and further relief as the Court may deem just and proper.

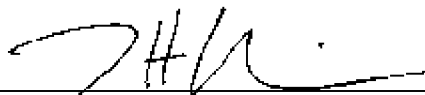
**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: March 29, 2018  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

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