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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SOUTHWEST - LONG BEACH COURTHOUSE

Diamond Sports & Entertainment, Inc, a
California Limited Liability Corporation, dba
"THE LONG BEACH ARMADA", a club in
the Golden Baseball League

Plaintiff,

vs.

JOSE CANSECO, an individual, and Does 1 to
10 inclusive

Defendant

Case No.:
Complaint For Breach Of Contract (Tort)
(Punitive Damages Sought)

Plaintiff Diamond Sports & Entertainment, Inc ("the League") alleges as follows:

THE PARTIES, JURISDICTION, & VENUE

1. Plaintiff Diamond Sports & Entertainment, Inc, is and at all times relevant to this action was a California Limited Liability Corporation qualified to do business in the State of California.
2. Defendant Jose Canseco ("Canseco") is an individual residing in Encino, California. At all relevant times Mr. Canseco has engaged in substantial business activities in the State of California so as to subject him to the jurisdiction of this Court.

- 1 3. The true names and capacities of the Defendants named herein as DOES 1 to 10,
2 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff
3 who therefore sues such Defendants by fictitious names pursuant to Code of Civil
4 Procedure Section 474. Plaintiff is informed and believes that the Doe Defendants are
5 California residents. Plaintiff will amend this complaint to show such true names and
6 capacities when they have been determined.
- 7 4. The damages sought by Plaintiff in this action far exceed the minimum jurisdictional
8 amount of this court and, as to that jurisdictional amount, this court has jurisdiction of
9 this matter.
- 10 5. Venue is proper based upon execution and performance of the contract in the City of
11 Long Beach.

12 PLAINTIFF'S FACTS

- 13 6. The Long Beach Armada ("the Armada") is one of eight teams that make up the Golden
14 Baseball League, an Independent League based on the West Coast of North America.
15 The Armada team is owned by the League.
- 16 7. Jose Canseco is an infamous baseball player who is currently best known for igniting the
17 steroid fire keg by publishing "Juiced" in 2005, a book with scandalous allegation of
18 rampant steroid use by some of the most recognizable and best-paid athletes in the world.
19 Canseco's allegations reached beyond sports to become noteworthy as mainstream news
20 and led to Congressional Hearings that dominated the headlines for weeks. Canseco thus
21 has remained squarely in the public eye long after his usefulness as a ballplayer expired.
22 Not surprisingly, Canseco sought to profit on his newfound notoriety as further alleged
23 herein.
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- 1 8. Prior to July 3, 2006, the League and Canseco commenced negotiations to sign Canseco
2 to a player contract for the 2006 GBL Season.
- 3 9. On or about July 3, 2006, Canseco entered into two written agreements with the League
4 for Canseco to play for the San Diego Surf Dawgs, another League club. The first of
5 these contracts, entitled *Golden Baseball League Uniform Player Contract* ("the Player
6 Contract"), attached and incorporated as Exhibit One (1) hereto, was a standard player
7 contract. One notable term of the contract, relevant to this litigation, was that Canseco
8 was to earn One (\$1) Dollar per month as payment for his playing service.
- 9 10. Also on July 3, 2006, as further mutual consideration to the establishment of the Player
10 Contract, each Party to the Player Contract agreed to enter into a separate *GBL and Jose
11 Canseco Marketing Agreement* ("the Marketing Agreement"), attached and incorporated
12 hereto as Exhibit Two(2).
- 13 11. The San Diego Surf Dawgs, another club owned by the Golden Baseball League, had
14 signed soon to be Major League Hall of Famer Rickey Henderson to a player contract for
15 the 2005 season. Henderson contributed to marketing success for the Surf Dawgs and the
16 club was able to operate successfully during the 2005 season in part due to Henderson's
17 popularity.
- 18 12. Almost immediately after signing the contracts, Canseco made a trade demand requesting
19 that he be dealt to the Armada so that he could play his home games in Long Beach.
20 According to Canseco, his custody obligations with respect to his daughter (of which he
21 was likely aware at the time he entered into the contact) precluded him from being able to
22 play with any League club other than the Armada. In a show of good faith, the League
23 honored Canseco's request and traded him from the San Diego club to the Long Beach
24 club and did not request any concessions from Canseco in return.
- 25

- 1 13. The Armada made Canseco the centerpiece of their marketing efforts for the year 2006.
2 While Canseco's salary with the Armada was only \$1 per month, pursuant to the terms of
3 the Marketing Agreement, Canseco was to be paid a sum of \$60,000 in exchange for
4 cooperating with the Armada in its promotional activities. For example, Canseco was
5 supposed to attend a press conference, sign autographs, participate in "Jose Canseco
6 Nights" promotions, and to participate in a home run derby. Playing in the actual games
7 was quite obviously the least important of his obligations, as is reflected by the "value" of
8 his player contract.
- 9 14. Pursuant to the Marketing Agreement, Canseco was paid the entire \$60,000 fee up front.
10 However, the agreement further stated that Canseco "shall reimburse GBL at the rate of
11 \$1,250 per game for any period during which Player fails to comply with the terms and
12 services" of the agreement. (Agreement Term 9)
- 13 15. Canseco missed a total of 23 games without team approval, and even more based on
14 approved absences. Electing just to be a no-show, Canseco later claimed that he was
15 injured and therefore could not play for the Armada. However, Canseco did not obtain
16 permission to miss the subject games and did not perform his marketing obligations at
17 these games which he was capable of despite his claimed injuries.
- 18 16. In preparation for Canseco's appearances, each team in the League, including the
19 Armada, devoted time and resources to the marketing and promotion of Canseco's
20 appearances. Fans were disappointed by Canseco's non-appearances at over 20 Armada
21 games at which Canseco was scheduled to appear but failed to do so.
- 22 17. The Long Beach Armada and other teams in the Golden Baseball League lost money due
23 to Canseco's failure to live up to his contractual obligations. His arbitrary absences
24 resulted in customer service issues with fans, criticism of the teams in the local press,
25 unhappy and dissatisfied advertising partners and sponsors, the inability of front office

1 staffs to implement sales and marketing programs due to his irresponsibility, and overall
2 damage to the franchise value of the teams in San Diego, Yuma, Reno, Long Beach,
3 Fullerton, and Chico.

4 18. Canseco's conduct included the following:

- 5 a. Canseco faked a back injury to avoid a public appearance and game in Reno while
6 he actually played poker all night at a local Reno Casino;
- 7 b. Canseco cited a family emergency as requiring him to rush home and abandon his
8 team while they were on a roadtrip when he actually traveled to Las Vegas to play
9 in a Celebrity Poker Tournament which he won and then bragged to his
10 teammates about on his return;
- 11 c. Canseco abandoned the team in Yuma, Arizona including a scheduled sponsor
12 appearance with the Yuma team's largest business partner so he could return to
13 Los Angeles to attend Hef's Mid-Summer Night Party at the Playboy Mansion;
- 14 d. Canseco brought a paid escort "girlfriend" with him on a roadtrip to Chico and
15 ended up in a public fight as the two tore up the hotel room costing the Chico
16 team their lodging partnership for the season;
- 17 e. Canseco portrayed himself as having professional level baseball skills which were
18 not in evidence as he hit .176 and struck out 23 times in his first 26 at bats;
- 19 f. Canseco represented that he had professional level pitching skills and that he
20 intended to return to the major leagues as a knuckleball pitcher which resulted in
21 disasters the two times he took the mound, and
- 22 g. Canseco abandoned his team with over 20 games left in the season by sneaking
23 into the locker room at 2 A.M. to clear out his locker and when confronted by the
24 Clubhouse attendant claiming he was "looking for his sunglasses".
- 25

1 WHEREFORE, Plaintiff prays a trial by jury and further prays for judgment against Defendant
2 jointly and severally, as follows, on each and every cause of action against each and every
3 defendant:

- 4 1. For general damages of \$258,750.00;
- 5 2. For attorneys' fees and costs by statute and contract;
- 6 3. For punitive damages;
- 7 4. For all other relief deemed just and proper by the court.

8 Date: June 12, 2008

Respectfully submitted,
BASH & POLYACHENKO

By: _____
Alexander M. Polyachenko

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