

Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 9th JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 2011-0664 CK Pamela L. Lightvoet
Court address 227 W. Michigan Ave., Kalamazoo, MI 49007		Court telephone no. (269) 383-8837

Plaintiff's name(s), address(es), and telephone no(s).
 TEAM KALAMAZOO, L.L.C., d/b/a THE KALAMAZOO KINGS, a Michigan Limited Liability Company, 3820 Stadium Drive, Kalamazoo, MI 49008

Plaintiff's attorney, bar no., address, and telephone no.
 Ed Annen, Jr. (P26062), 5902 S. Westmedge Ave., Suite 2, Portage, MI 49002; 269-343-0802

Defendant's name(s), address(es), and telephone no(s).
 FRONTIER PROFESSIONAL BASEBALL, INC., an Illinois Corporation, and WILLIAM LEE

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party or **take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 12-27-11	This summons expires 3-27-12	Court clerk Janice Sloan
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*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*
Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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VENUE

Plaintiff(s) residence (include city, township, or village) City and County of Kalamazoo	Defendant(s) residence (include city, township, or village) Sauget, Illinois
Place where action arose or business conducted City and County of Kalamazoo	

12/22/2011

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (3/08) **SUMMONS AND COMPLAINT** MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)

PROOF OF SERVICE**SUMMONS AND COMPLAINT**
Case No. _____

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

OR

☐ **AFFIDAVIT OF PROCESS SERVER**

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

- ☐ I served personally a copy of the summons and complaint.
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

- ☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Signature: _____
Date Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

on _____

Day, date, time

on behalf of _____

Signature _____

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF KALAMAZOO

TEAM KALAMAZOO, L.L.C., d/b/a
THE KALAMAZOO, KINGS, a Michigan
Limited Liability Company,

Plaintiff,

vs.

File No:

CK

FRONTIER PROFESSIONAL BASEBALL,
INC., an Illinois Corporation, and
WILLIAM LEE,

Defendants, Jointly and
Severally.

Ed Annen, Jr. (P26062)
Attorney for Plaintiff
5901 S. Westnedge Ave., Suite 2
Portage, Michigan 49002
1-269-343-0802

COMPLAINT

NOW COMES the above named Plaintiff and for its Complaint states that:

1. Plaintiff is the owner of a professional baseball franchise permitted to play baseball in Defendant Frontier Professional Baseball, Inc.'s professional baseball league, and Plaintiff so played baseball in the City of Kalamazoo, County of Kalamazoo and State of Michigan. Its address is 3820 Stadium Drive, Kalamazoo, Michigan 49008.

2. Defendant Frontier Professional Baseball, Inc. [hereinafter "Frontier"] is a professional baseball league that extends franchises to territories for the purpose of permitting its franchise holders to play professional baseball in its league. Its address is 2041 Goose Lake Road, Suite

2A, Sauget, IL 62206.

3. Defendant William Lee [hereinafter "Lee"] is Commissioner of Defendant Frontier.

4. During the court of 2010 and 2011, Defendants were made aware of the fact that Plaintiff wished to sell its baseball franchise it had with Defendant Frontier.

5. Knowing this to be the case, Defendant Lee referred a certain, Ron Heineman [hereinafter "Heineman"] to Plaintiff as a potential buyer of Plaintiff's franchise.

6. Plaintiff held a series of meetings with Heineman, phone conferences and e-mail exchanges, and through that process negotiated an agreement with Heineman to purchase a majority interest in Plaintiff's franchise.

7. During the process described in paragraph 6 above, Heineman tells Plaintiff that Defendant Lee verbally told him that he would be approved by Defendant Frontier to purchase a majority interest of Plaintiff.

8. Plaintiff had until September 15, 2011 to inform Defendant Frontier whether it was sold or not sold, and whether it was playing a schedule in the 2012 season or not playing a schedule and if it failed to meet said deadline, Plaintiff would lose its franchise.

9. A month or so before September 15, 2011, Plaintiff and Heineman sign the purchase agreed and Heineman in term submitted the agreement to the Defendant Frontier for its approval.

10. A week or less prior to September 15, 2011, for the first time, the Defendant Frontier tells Plaintiff and Heineman that there are "problems" with how the deal is structured and that Defendant Frontier had certain "problems" with Heineman.

11. During the process, the Defendants dragged their feet, indicated the problems could

be solved, but took no timely steps to work to resolve the "problems", and the Defendant Frontier refused to grant Plaintiff an extension of the September 15, 2011 deadline.

12. As direct and proximate result of the conduct of Defendants, the deadline of September 15, 2011 was not met, Plaintiff's franchise was taken from it, and the agreement Plaintiff had with Heineman became moot.

13. After the above recited events, and after the passage of the September 15, 2011 deadline, the Defendant Frontier approved Heineman as a purchaser of a different team.

14. Michigan recognizes the tort of intentional interference with a business expectancy and its elements are as follows: [a] the existence of a business relationship or expectancy with a probability of future economic benefit to Plaintiff; [b] Defendants had knowledge of the relationship or expectancy; [c] There is/was a reasonable certainty that absent Defendant's intentional misconduct, Plaintiff would have continued the relationship or realized the expectancy; and [d] Damage to the Plaintiff.

15. In the instant matter all elements of said tort are met in the following ways:

a. There was the existence of a business relationship or business expectancy between Plaintiff and Heineman and there was a reasonably probability of a future economic benefit to Plaintiff, that being Plaintiff would not lose be recoup all or a majority of the funds it paid to purchase the franchise.

b. The Defendants had full knowledge of the business relationship and expectancy that existed between Plaintiff and Heineman.

c. There was a reasonable certainty that absent the intentional misconduct of Defendants, Plaintiff would have continued the relationship or realized the expectancy.

d. As a result of the above described tortious conduct, Plaintiff has lost its investment in the franchise and has been damaged in a sum in excess of \$25,000.00.

16. Given the approval of Heineman by Defendant Frontier as an owner of franchise other than Plaintiff's, it is evident that Defendants deliberately acted to interfere with the business relationship and expectancy between Plaintiff and Heineman to Plaintiff's resulting damage.

WHEREFORE, Plaintiff requests a judgment against the Defendants, jointly and severally, for a sum in excess of \$25,000.00, together with interest thereon, her costs and attorney fees.

Dated: December 22, 2011



Ed Annen, Jr.
Attorney for Plaintiff