

1 plaintiff and its assignors the loss of a business opportunity, involving the development
2 of a sports complex in the High Desert area of Southern California.

3 **2. Parties.** Plaintiff WCAV is a California Limited Liability Company that
4 conducts business in the County of Los Angeles. WCAV is the assignee of all rights to
5 bring this action, as well as all rights to proceed with the proposed development that is
6 the subject of this action possessed by The Schwartz Group.

7 **3. Defendants.**

8 **A. BEACON SPORTS CAPITAL PARTNERS, LLC** (“Beacon”) is a Delaware
9 Limited Liability Company not qualified to do business in California. With respect to
10 the matters alleged in this complaint, however, Beacon did conduct business in
11 California, and in connection with the agreement that is the subject of this lawsuit,
12 subjected itself to the laws of the State of California and to the jurisdiction of this court.

13 **B. INTERNATIONAL FACILITIES GROUP, LLC** (“IFG”), originally sued as
14 Doe No. 1, is an Illinois Limited Liability Company, which, in connection with the
15 transactions and events alleged herein, conducted business in California.

16 **C. MICHAEL REINS DORF** (“Reinsdorf”), originally sued as Doe No. 2, is an
17 individual and a resident of Illinois, who in connection with the transactions and events
18 alleged herein, conducted business in California.

19 **4. Venue.** Venue is properly laid in the County of Los Angeles because the
20 contract was entered into here, the subject matter of the contract was a project intended
21 to be developed in the County of Los Angeles, and the parties by contract stipulated to
22 venue in this County.

23 **5. Fictitious Defendants.** Plaintiff does not know the true names and
24 capacities of the parties sued herein as Does 3-50, inclusive, and therefore sues them
25 under these fictitious names. Upon learning their true names and capacities, Plaintiff
26 will amend the complaint to reflect them. Each fictitious defendant was in some way
27 responsible for the wrongs alleged herein, and each defendant, named and fictitious, at
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1 all relevant times was acting as the duly authorized and ostensible agent of each other
2 defendant.

3 6. **The Project.** Prior to January 5, 2004, The Schwartz Group and John
4 Cambianica Associates Architects (jointly, “Cambianica/Schwartz”) had developed a
5 concept and proposal for the development of a sports complex in the High Desert area
6 of Southern California (the “Project”), and were in the process of marketing and
7 promoting the Project, which became an asset of WCAV when Cambianica and
8 Schwartz formed WCAV. In order to develop and promote the Project, Cambianica/
9 Schwartz wished to bring in Beacon to evaluate the project’s development potential and
10 otherwise to assist in its development, but wished to maintain the confidentiality of the
11 contacts, content and history of the Project.

12 7. **The Confidentiality Agreement.** In consideration of being permitted
13 to participate in the business opportunity represented by the Project, on or about
14 January 5, 2004, Gerald D. Sheehan, who represented himself as Managing Director of
15 Beacon, on behalf of Beacon signed a written agreement with Cambianica/Schwartz, a
16 true and correct copy of which is attached hereto as Exhibit 1 (the “Confidentiality
17 Agreement”), and incorporated herein by this reference. Among other things, Beacon
18 was obligated to maintain the confidentiality of the Project details, and not to compete
19 with the Project.

20 8. Beacon proposed to Cambianica/Schwartz that the project be presented to
21 Reinsdorf and IFG as a participant or investor. Cambianica/Schwartz was not opposed
22 to the presentation of the Project to Reinsdorf, but never consented, orally or in writing,
23 to the disclosure of any confidential information to Reinsdorf until and unless Reinsdorf
24 signed an Acknowledgment of Confidentiality Agreement in the form attached to
25 Exhibit 1 to this complaint as Exhibit A.

26 9. Nevertheless, in violation of the terms of the Confidentiality Agreement,
27 Beacon willfully disclosed material confidential information regarding the Project to
28 Reinsdorf and IFG.



1 persons to whom the information was disclosed would attempt to promote the Project
2 in their own name, to the exclusion of CAMBIANICA/SCHWARTZ.

3 17. In spite of this knowledge, Beacon intentionally disclosed confidential
4 project information to Reinsdorf, with the result that the business opportunity
5 represented by the Project was lost to CAMBIANICA/SCHWARTZ and instead was
6 pursued independently by Reinsdorf and related entities. Although neither Reinsdorf
7 nor IFG signed the Confidentiality Agreement, they were aware of the fact that
8 CAMBIANICA/SCHWARTZ had developed the concept and contacts and intended to
9 pursue the project, and that Reinsdorf/IFG's entry into the contact with the City of
10 Palmdale/Palmdale Redevelopment Agency would interfere with CAMBIANICA/
11 SCHWARTZ's ability to pursue the project.

12 18. Reinsdorf in fact introduced itself to the City of Palmdale and traveled to
13 California and on behalf of IFG met with the City of Palmdale, an event which was a
14 substantial causative factor in the loss of the business opportunity by CAMBIANICA-
15 SCHWARTZ. The loss of the business opportunity damaged CAMBIANICA/
16 SCHWARTZ, in an amount subject to proof but in excess of the jurisdictional minimum
17 established by law for this court.

18 **THIRD CAUSE OF ACTION**
19 **(Injunctive Relief, Against All Defendants)**

20 19. Plaintiff reincorporates Paragraphs 1 through 11, inclusive, of the
21 complaint hereinabove, as if they were fully set forth.

22 20. If not restrained by an order of this court, Beacon will disclose pertinent
23 details of the Project to other persons in addition to Reinsdorf, and Reinsdorf and IFG
24 will continue to pursue the Project to the exclusion of Cambianica/Schwartz and
25 WCAV.

26 21. The potential harm to WCAV of such further disclosure is not fully
27 compensable in money, and accordingly, WCAV has no plain, speedy remedy at law.
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THIRD CAUSE OF ACTION

2. For a temporary restraining order, preliminary and permanent injunctions against further breaches of the Confidentiality Agreement, according to proof;

FOURTH CAUSE OF ACTION

3. For a judicial declaration that Beacon is required to obtain written consent from any person, including Reinsdorf, to whom it makes disclosures regarding the Project, and that Beacon, Reinsdorf and IFG may not participate with anyone on the Project or any similar project without the participation and consent of WCAV.

ALL CAUSES OF ACTION

4. For costs of suit; and
5. For such other and further relief as may seem just and proper to this court.

**THE DAVID EPSTEIN LAW FIRM
A Professional Corporation**

Dated: June 5, 2005

By: _____
David G. Epstein
Attorneys for Plaintiff
WEST COAST ARENA VENTURES, LLC



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18, and not a party to the within action. My business address is 580 Broadway Street, Suite 217, Laguna Beach, California 92651.

On the date indicated below, I served the foregoing document(s) described as: **First Amended Complaint for Damages and Equitable Relief** on the interested parties as follows:

SEE ATTACHED SERVICE LIST

BY OVERNIGHT MAIL. I placed the document(s) in sealed envelope(s) addressed accordingly and caused such envelope(s) to be deposited in the delivery box regularly maintained by OVERNITE EXPRESS, in an envelope package designated by OVERNITE EXPRESS with delivery fees paid or provided for addressed according to the ATTACHED SERVICE LIST.

BY MAIL. I placed the document(s) in sealed envelope(s) addressed according to the ATTACHED SERVICE LIST and caused such envelope(s) to be deposited in the mail at Laguna Beach, California. The envelope(s) was/were mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FACSIMILE SERVICE. On _____, at approximately _____.m., from facsimile machine telephone number (949) 715-2570, I caused the above-listed document(s) to be transmitted by facsimile to the person(s) and number(s) listed on the ATTACHED FACSIMILE COVER SHEET, and that transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine and is attached hereto.

BY PERSONAL SERVICE. I delivered the document(s) in sealed envelope(s) by hand to the offices of the addressee(s) on the ATTACHED SERVICE LIST.

STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on June 5, 2006, at Laguna Beach, California.

Inger Robberstad _



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SERVICE LIST

West Coast Arena Ventures v. Beacon Sports
LASC, Case No. BC 337982

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