

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

BROS SPORTS MARKETING CO., Ltd.,)	
a Taiwan limited liability company,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. _____
)	
RON SIEGEL, an individual, GOLDEN)	
HOOPS LLC, a Texas limited liability)	
company, and DOES 1-10, inclusive,)	
)	
Defendants.)	JURY TRIAL DEMANDED

The Plaintiff, Bros Sports Marketing Co., Ltd. (“Bros Sports Marketing,” “Bros” or “Plaintiff”) alleges the following:

I.

NATURE OF THE CASE

Bros Sports Marketing was defrauded by Defendants Ron Siegel (“Siegel”) via his company Golden Hoops, LLC (“Golden Hoops”) into paying substantial fees for three (3) events to be held in Taiwan: (1) a basketball event featuring players from the National Basketball Association (“NBA”), a professional basketball league in the United States; (2) a modified form of professional basketball played with trampolines known as Slam Ball; and (3) a concert featuring Lady Gaga, a well-known pop singer.

Siegel approached Bros Sports Marketing in the latter half of 2009 indicating that he had the ability to organize and bring sports and entertainment events to Taiwan. Siegel stated that he

had vast experience and very close relationships with the performers, managers and agents in these areas. He knew that Bros Sports Marketing had previously held such events in Taiwan.

One of the events that Siegel proposed to Plaintiff was a slam dunk contest that he said would feature prominent NBA players. Siegel called this event "Slam Fest." He provided a list of NBA players that would participate which included Shannon Brown (a contestant in the 2010 NBA Slam Dunk contest and current member of the NBA's Los Angeles Lakers), DeMar DeRozan (current player with the NBA's Toronto Raptors and 2010 NBA Slam Dunk Finalist), Will Bynum (current player with the NBA's Detroit Pistons), Carl Landry (current player with the NBA's Sacramento Kings), Nate Robinson (3-time NBA Slam Dunk Champion and current player with the NBA's Boston Celtics), Jamal Crawford (current player with the NBA's Atlanta Hawks), Al Horford, (current player with the NBA's Atlanta Hawks), Terrence Williams (current player with the NBA's New Jersey Nets) and Dahntay Jones (current player with the NBA's Indiana Pacers).

Siegel produced signed contracts from Shannon Brown, Nick Young, Will Bynum and Carl Landry indicating their commitment to participate in Slam Fest. He also forwarded an email from Eric Goodwin of Goodwin Sports Management, one of the leading NBA player agencies, touting Slam Fest and its legitimacy. Siegel, Golden Hoops and Plaintiff (collectively, the "parties") then entered into a contract for Slam Fest on or about May 2, 2010. Siegel signed said contract on behalf of Golden Hoops on or about the same date. Slam Fest consisted of two (2) performances scheduled for August 22, 2010 for payment in the amount of \$350,000. Siegel directed Bros to pay him personally and not Golden Hoops. Per this instruction, on or about May 7, 2010, Bros paid the amount of \$77,546.00 via wire transfer directly to Siegel personally as a deposit and initial payment for Slam Fest.

In addition to the above, Siegel promoted to Bros concerts by multiple Grammy award winning artist Lady Gaga, whose current Monster Ball Tour is one of the most successful concert tours worldwide. Siegel produced a letter purportedly from Lady Gaga's manager giving Siegel the right to schedule concerts in Asia as well as emails purportedly from Lady Gaga's talent agency, William Morris. The parties entered into a contract for two (2) Lady Gaga concerts for payment in the amount of \$950,000, which Siegel signed on behalf of Golden Hoops on or about May 12, 2010, and which was executed by Bros on or about May 14, 2010. Said concerts were to be held in Taiwan in the beginning of October 2010. As per all of his dealings with Plaintiff, Siegel again instructed Bros to pay him personally. Plaintiff, therefore, paid the amount of \$215,909 via wire transfer directly to Siegel personally as a deposit and initial payment for the Lady Gaga events on or about May 14, 2010.

The other basketball event that Siegel promoted to Bros was Slam Ball, a form of professional basketball played with three (3) trampolines in front of each basket. There have been Slam Ball games and a Slam Ball league played in the United States. Slam Ball has been televised in America by CBS, Spike TV, and the Versus channel. The parties agreed to a contract for Slam Ball and Siegel signed it on behalf of Golden Hoops dated on or about April 20, 2010. The agreement called four (4) games to be played in or about August 20-24, 2010 for payment in the amount of \$90,000. Just like Slam Fest and Lady Gaga, Siegel directed Plaintiff to pay him personally. On or about May 27, 2010, Plaintiff paid the amount of \$25,000 via wire transfer directly to Siegel personally as a deposit and initial payment for Slam Ball.

Thereafter, Plaintiff discovered that all of the NBA player contracts that it had been provided by Siegel were forgeries. Plaintiff also learned that the letter from Lady Gaga's manager that Siegel forwarded to Bros was also a forgery. Bros demanded to Siegel that he

refund all monies that Plaintiff had paid to him for the Slam Fest, Slam Ball and Lady Gaga events. Siegel unconditionally agreed to return all such monies on multiple occasions both verbally and in writing. Despite these repeated promises, Siegel has not returned any of these funds to Bros.

II.

PARTIES

1. Plaintiff Bros Sports Marketing is a Taiwan limited liability company, whose principal place of business is in Taiwan.
2. Defendant Ron Siegel is an individual who resides in Houston, Harris County, Texas.
3. Defendant Golden Hoops, LLC is a Texas limited liability company whose principal place of business is Houston, Harris County, Texas.
4. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants named herein as Does 1 through 10, inclusive, are unknown to Plaintiff who therefore sue said Defendants by such fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiff is informed and believes and thereon alleges that said Doe Defendants, and each of them, participated in or is responsible in some manner for the acts and occurrences herein alleged and for the damages suffered by Plaintiff. The names of Does 1 through 10, inclusive, are incorporated by reference into all allegations concerning the named Defendants with the same force and effect as though fully set forth therein.
5. Siegel exercises complete control over Golden Hoops such that Golden Hoops has no separate mind, will or existence of its own. Siegel and Golden Hoops are alter egos of one another.

6. As the alter ego of Golden Hoops, Siegel is responsible for all of Golden Hoops outstanding legal obligations, including any and all obligations to Bros Sports Marketing.
7. Siegel as the alter ego of Golden Hoops has been, and is, managing and controlling the affairs of Golden Hoops as if it is his own personal business, and Siegel has used Golden Hoops for the purpose of unjustly attempting to shield himself from prospective individual liability.
8. Siegel has failed to adhere to the legally required corporate formalities, procedure and form as to Golden Hoops. He has additionally comingled personal funds with Golden Hoops and vice versa. Instances where this has occurred include, without limitation, when Siegel instructed Plaintiff to pay him personally pursuant to contracts that were ostensibly entered into between Golden Hoops and Plaintiff. Accordingly, Plaintiff made three (3) different payments to Siegel personally via wire transfer in May 2010 in the aggregate amount of \$318,455. Siegel merely uses Golden Hoops as a means to conduct his own personal business. Siegel is thereby not entitled to utilize any corporate veil as to Golden Hoops. Siegel and Golden Hoops are alter egos of each other and the conduct and liability of Golden Hoops are the personal acts of Siegel.
9. Plaintiff is currently unaware of any other entity so used by Siegel and it will seek to amend this Complaint to allege the true names, capacities and identities of any such entity when the same and the respective involvement of such entity in connection with the allegations and causes of action contained herein have been ascertained.

III.

Jurisdiction

10. 28 U.S.C. Sec. 1332(a)(2) confers jurisdiction in this case to this Court.

IV.

Venue

11. 28 U.S.C. Sec. 1391(a) lays proper venue in this Court.

V.

Facts Common to All Causes of Action

12. In or about late 2009 and early 2010, Siegel approached and solicited Bros for sporting and music concert events and, as further described herein, said he had great experience, knowledge, professional relationships and standing in the sports and entertainment industry to organize and deliver these events.

13. In or about the spring of 2010, Siegel through Golden Hoops continued to promote and began negotiating with Bros an agreement whereby he promised to provide specific current NBA players--including, without limitation, DeMar DeRozan, Nate Robinson, Terrence Williams, Al Horford, Shannon Brown, Will Bynum, Carl Landry, Jamal Crawford and Dahntay Jones--supporting individuals, prizes and other products and services for public marketing events known as the 2010 Slam Fest /American Basketball contest ("Slam Fest") to be staged and produced in Taiwan in the summer of 2010. Siegel and Golden Hoops, and each of them, represented to Bros that they did business with the NBA, and had the knowledge, contacts, relationships, affiliations and expertise as well as contracts with NBA players of the type and kind to promote, contract for, produce, organize, promote and stage the Slam Fest. On or about May 2, 2010, a contract was entered into between Golden Hoops and Bros (the "Slam Fest Contract"), which provided that two (2) Slam Fest events would be held in Taiwan on or about August 22,

2010 in exchange for payment in the amount of \$350,000. A true and correct copy of the Slam Fest Contract is attached as Exhibit 1 and incorporated herein.

14. Thereafter, and pursuant to Siegel's direction, on or about May 7, 2010, Bros paid \$77,546.00 via wire transfer directly to Siegel personally, and not Golden Hoops, as a deposit and initial payment for Slam Fest. A true and correct copy of this wire transfer is attached as Exhibit 2 and incorporated herein.

15. Siegel used the "success" of convincing Bros to sign and then pay on the Slam Fest Contract as an opportunity to market another much more expensive event to Plaintiff. In or about the spring of 2010, Siegel, through Golden Hoops, began negotiating an agreement with Bros whereby Siegel promised to supply Lady Gaga for concerts to be held in October, 2010 in Taiwan (the "Lady Gaga Contract"). Siegel and Golden Hoops, and each of them, represented to Bros that they had the ability, relationships and affiliations to obtain contractual obligations for Lady Gaga to perform concerts in Taiwan. The parties thereafter entered into the Lady Gaga Contract in which Lady Gaga would perform two (2) concerts in early October 2010 (October 1, 2, or 3) in exchange for payment in the amount of \$950,000. A true and correct copy of the Lady Gaga Contract is attached as Exhibit 3 and incorporated herein.

16. Siegel instructed Bros to pay him personally, and not Golden Hoops, pursuant to the Lady Gaga Contract. Plaintiff, therefore, paid the amount of \$215,909 via wire transfer directly to Siegel personally on or about May 14, 2010 as a deposit and initial payment in for the Lady Gaga events. A true and correct copy of this wire transfer is attached as Exhibit 4 and incorporated herein.

17. Bros paid Siegel \$215,909 for the Lady Gaga Contract before Bros learned that neither Siegel nor Golden Hoops could represent Lady Gaga, that she had an exclusive agent (William Morris Endeavor Entertainment), that her tour schedule for 2010-2011 had already been set, that she did not plan to perform in Asia until possibly 2012, and that she was not considering offers.
18. By way of further example, but not by way of limitation, Bros has learned, and based on best information and belief, that the representations made by Siegel to Bros related to the Lady Gaga Contract were entirely fraudulent. Furthermore, Bros has learned that a representation letter purported by Siegel to have been signed by Lady Gaga's agent and tendered to Bros by Siegel, and represented by Siegel to have been the basis for his authority to promote Lady Gaga concerts, is completely fictitious with a forged signature ("Forged Lady Gaga Authority"). A true and correct copy of the Forged Lady Gaga Authority is attached as Exhibit 5 and incorporated herein.
19. Siegel continued to market events to Plaintiff in light of the Slam Fest Contract, the Lady Gaga Contract and Bros' payments thereto. In or about spring 2010, Siegel marketed another basketball event to Plaintiff. This event was called Slam Ball, a form of basketball that is played with three (3) trampolines in front of each basket.
20. On June 8, 2010, a contract was entered into between Golden Hoops and Bros for Slam Ball (the "Slam Ball Contract"). Per this agreement, four (4) games would be played in or about August 20-24, 2010, in exchange for payment in the amount of \$90,000. A true and correct copy of the Slam Ball Contract is attached as Exhibit 6 and incorporated herein.

21. Siegel directed Plaintiff to pay him personally, and not Golden Hoops, pursuant to the Slam Ball Contract. Per this instruction, Plaintiff paid the amount of \$25,000 via wire transfer directly to Siegel personally on or about May 27, 2010 as a deposit and initial payment for Slam Ball. A true and correct copy of this wire transfer is attached as Exhibit 7 and incorporated herein.
22. Before Bros determined that neither Siegel nor Golden Hoops ever had the ability to perform the Slam Fest Contract or the Slam Ball Contract, and before they were able to determine that all the NBA player contracts provided by Siegel and Golden Hoops were forgeries, Bros paid Siegel \$77,546 for the Slam Fest Contract and \$25,000 for the Slam Ball Contract.
23. By way of example, but not by way of limitation, Bros has learned, and based on best information and belief and that the representations made by Siegel to Bros related to the Slam Fest Contract and the Slam Ball Contract were entirely fraudulent. Furthermore, Bros has learned that contracts purported by Siegel to have been signed by NBA players or their agents and tendered to Bros by Siegel, and represented by Siegel to have been the basis for his authority to promote Slam Fest, are completely fictitious with forged signatures (“Forged Player Contracts”). True and correct copies of the Forged Player Contracts are attached as Exhibit 8 and incorporated herein.
24. Plaintiff requested a full refund from Siegel in or about June 2010.
25. In or about June 2010, Siegel promised in writing to refund Plaintiff all monies plus an additional \$25,000. Siegel made a number of such promises beginning in or about late June 2010. An example of such a written promise by Siegel occurred on or about July 15, 2010, when Siegel wrote the following to Plaintiff via email: “[T]his is to inform you

that [I] have been advised the money will be returned in full to my bank and will be completed by this [F]riday or [M]onday—your \$319,000 + \$25,000 additional will be wired to you then without any further delay[.]”

26. The following are examples of other such promises made by Siegel to Plaintiff via email:

- a. Friday, July 16, 2010: “[I] promised you money, in my last email[,] tomorrow or [M]onday[.] [T]hat will be done as promised[.]”
- b. Monday, July 19, 2010 in response to Plaintiff’s email indicating that no money had been received: “[I] will be at my bank [M]onday to send money as promised[.]”
- c. Monday, July 19, 2010: “I just left Tristan [Tristan Chase is a person whom Siegel stated worked at the financial institution where his bank accounts were located]—he will verify all is in motion—he only must wait for his management[‘]s (international div) approval [.] [H]e said it may take a few hours or because of the size of it, \$343,000, it could take 24-48 hours[.] I have told him that this is a most urgent matter and that [I] must send you a copy [of the bank transfer to Plaintiff] urgently.”
- d. Thursday, July 29, 2010: “[Y]ou WILL have your money 100% within 3 days.”
- e. Saturday, August 14, 2010: “[I] am in [I]taly another week but [I]srael will, guaranteed, make sure your money IS sent [T]uesday laterst[.]”
- f. Wednesday, August 25, 2010: “All monies will be returned within the next 48 hours and as [I] promised an additional \$25,000 will be included[.]”
- g. Wednesday, September 1, 2010: “My partner and I have been waiting to receive an 8 figure wire from London. The funds [to repay Plaintiff] are to come from

that money. We have had to pay property taxes to the English government and the funds should be released and wired early next week. Once received, we will immediate[ly] send the money to Bros Inc.”

27. Despite all of Siegel’s promises to refund the money that Bros paid to him personally, he has not repaid any of it.

28. As part of its performance of the Slam Fest Contract, the Slam Ball Contract and the Lady Gaga Contract (the “Contracts”), Bros has incurred significant damages including but not limited to the monies forwarded to Siegel and Golden Hoops in the aggregate amount of \$318,455, the money spent on press advertising, printing and then refunding the price of tickets, other expenses and lost revenues. Also, Bros is entitled to recover all appropriate penalties inuring to Bros under the Contracts.

First Cause of Action

Breach of Contract

(Against Defendants Siegel and Golden Hoops)

29. Paragraphs 1-28 are incorporated by reference as if fully set forth herein.

30. There is a unity of interests between Siegel and Golden Hoops such that they are one and the same entity. Said unity is demonstrated by, without restriction, the commingling of funds and assets, inadequate capitalization, and a disregard of corporate formalities. There would be an inequitable result if the acts in question are treated as those of Golden Hoops alone.

31. By virtue of Siegel’s and Golden Hoops’ failure to perform their obligations under the Slam Fest Contract, the Slam Ball Contract and the Lady Gaga Contract (collectively,

“the Contracts”) Siegel and Golden Hoops have breached their obligations under the Contracts.

32. Plaintiff has served written demand pursuant to §38.001 of the Texas Civil Practice & Remedies Code upon Defendant either prior to or concurrently with the filing of this Complaint, so that upon trial of this case more than thirty days after the delivery of such letter, Plaintiff will be entitled to recover her reasonable and necessary attorneys fees.

Second Cause of Action

Intentional Misrepresentation

(Against All Defendants)

33. Paragraphs 1-32 are incorporated by reference as if fully set forth herein.

34. Siegel and Golden Hoops represented to Plaintiff that all of their factual representations regarding the Contracts, their ability to perform the Contracts, and the expertise and authority thereto, and related documents that it provided to Plaintiff were in fact true and accurate. In reality, said facts and documents were false.

35. Siegel and Golden Hoops knew that said representations and documents were false when made or transmitted to Plaintiff, or that Siegel and Golden Hoops made said representations and provided said documents recklessly and without regard to their truth.

36. Siegel and Golden Hoops intended that Plaintiff rely on said representations and documents.

37. Plaintiff reasonably relied on Siegel’s and Golden Hoops’ representations and provided documents.

38. Plaintiff’s reliance on Siegel’s and Golden Hoops’ representations and the documents they provided was a substantial factor in causing its harm.

39. These facts demonstrate that Siegel and Golden Hoops, and each of them, intended to defraud Bros and should be found liable accordingly.

40. Siegel and Golden Hoops made such misrepresentations knowingly, intentionally, willfully and maliciously such that an award of punitive and/or exemplary damages should be rendered against them.

Third Cause of Action

Violation of the Deceptive Trade Practices-Consumer Protection Act

(Against All Defendants)

41. Paragraphs 1-40 are incorporated by reference as if fully set forth herein.

42. By their breaches and misrepresentations asserted above, Defendants Siegel and Golden Hoops have violated Sec.17.46 of the Deceptive Trade Practices-Consumer Protection Act, specifically:

18.1 (2) causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

18.2 (3) causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;

18.3 (5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;

18.4 (12) representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;

18.5 (14) misrepresenting the authority of a salesman, representative or agent to negotiate the final terms of a consumer transaction;

18.6 (24) failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

Damages

43. Paragraphs 1-42 are incorporated by reference as if fully set forth herein.

44. Defendants' actions and omissions support a claim for actual damages for breach of contract, fraud and misrepresentation. Defendants' intentional misrepresentations also support a claim for punitive and/or exemplary damages based on fraud. Actual damages suffered by Bros are in excess of \$75,000.00, exclusive of interest and costs, and are continuing to accrue. Bros respectfully requests actual damages in excess of \$75,000.00 as against GH and Siegel, and each of them. Bros requests an amount of punitive and/or exemplary damages to be determined by the Court as against GH and Siegel, and each of them. Bros also requests recovery of its reasonable and necessary attorney fees and costs of suit herein.

Prayer for Relief

WHEREFORE, Plaintiff, Bros Sports, prays that the Court grant judgment for and on its behalf against the Defendants, Ron Siegel and Golden Hoops, LLC, and each of them, for actual damages in excess of \$75,000.00 and punitive and/or exemplary damages in an amount to be determined by the Court, together with its reasonable attorney fees, the costs of this action, interest and such other and further relief as the Court may deem just and proper in law and or in equity.

/s/ Clay A. Hartmann

Clay A. Hartmann

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