

ANNETTE DANIELS

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

Case No. **12-03405** **14**

OMERANZ & LANDSMA CORPORATION,
a Florida corporation,

Plaintiff,

vs.

MIAMI MARLINS BASEBALL CLUB, L.P., a
foreign corporation, f/k/a FLORIDA MARLINS,
L.P.,

Defendant.

FILED FOR RECORD
CLERK OF CIRCUIT COURT
BROWARD COUNTY, FL
2012 FEB -7 PM 4:23
CIRCUIT CIVIL

COMPLAINT

Plaintiff, OMERANZ & LANDSMA CORPORATION (hereinafter referred to as "PLAINTIFF"), by and through undersigned counsel, hereby sues MIAMI MARLINS BASEBALL CLUB, L.P., a foreign limited partnership f/k/a FLORIDA MARLINS, L.P., (hereinafter referred to as the "MARLINS") and alleges as follows:

1. This is an action in excess of \$15,000.00 exclusive of costs, interest and attorney's fees.
2. PLAINTIFF is a Florida corporation.
3. Defendant MIAMI MARLINS BASEBALL CLUB, L.P., a Delaware limited partnership, formerly known as FLORIDA MARLINS, L.P., is authorized to conduct business in the State of Florida with its principal place of business in Miami-Dade County, Florida.
4. All facts, transactions and occurrences giving rise to PLAINTIFF's causes of action against the MARLINS arose and accrued in Broward County, Florida and thus, venue is proper in Broward County, Florida.
5. On February 8, 2008, the Major League Baseball's Florida Marlins baseball

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organization held their Fourth Annual Awards Banquet at the Diplomat Country Club & Spa in Hallandale Beach, Florida (hereinafter referred to as the "Awards Banquet").

6. A major component of the Awards Banquet was an auction, which was open and advertised to the public at large.

7. The auction was conducted as an absolute auction. The auctioneer was David Samson, the President of the MARLINS.

8. David Samson is also the president of Double Play Company, the general partner of the Defendant MARLINS.

9. David Samson commenced the auction by offering for sale, the Florida Marlin baseball organization, *n/k/a* the "Miami Marlins" and opened the bidding to anyone who would bid Ten Million Dollars (\$10,000,000.00).

10. PLAINTIFF, promptly and in good faith, accepted the offer by bidding Ten Million Dollars (\$10,000,000.00).

11. The bidding was closed and PLAINTIFF's bid was the highest and only bid.

12. As a result, a binding contract was created (hereinafter referred to as "Contract").

13. Defendant MARLINS has failed and refuses to comply with the terms of the Contract by not completing the sale of the Florida Marlin baseball team *n/k/a* the Miami Marlin baseball team to Plaintiff.

14. Accordingly, Defendant MARLINS breached the Contract

15. As a direct and proximate result of Defendant MARLINS breach of the aforesaid Contract, Plaintiff has suffered damages.

WHEREFORE PLAINTIFF demands judgment against Defendant MIAMI MARLINS BASEBALL CLUB, L.P., for damages and for such other and further relief as this Court deems

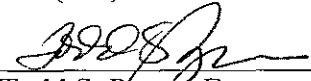
just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFF demands a trial by jury of all issues so triable.

Dated: 2/7/12

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