

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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CHRIS JONES, 180 South Street, New York, New
York; and

LLOYD MAIR, 2754 Grand Concourse, Bronx, New
York,

Plaintiffs,

-against-

MACFARLANE CHANG DC SOCCER, LLC
d/b/a D.C. United, 2400 East Capitol Street, S.E.
Washington, D.C.,

Defendants.

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COMPLAINT

Jury Trial Demanded

Case: 1.09-cv-01635
Assigned To : Huvelle, Ellen S.
Assign. Date : 8/27/2009
Description: Contract

**JURY
ACTION**

Plaintiff, complaining of the defendant, by his attorneys, THE BERKMAN
LAW OFFICE, LLC, alleges for his complaint as follows:

THE PARTIES

1. The plaintiff Chris Jones is a natural person and is a citizen and resident of the City and State of New York.
2. The plaintiff Lloyd Mair is a natural person and is a citizen and resident of the City and State of New York.
3. Upon information and belief, the defendant Macfarlane Chang DC Soccer, LLC is a limited liability corporation organized and existing pursuant to the laws of the State of Delaware.

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4. Upon information and belief, the defendant Macfarlane Chang DC Soccer, LLC does business under the name and style "D.C. United."

5. Upon information and belief, the defendant Macfarlane Chang DC Soccer, LLC does business and maintains its principal place of business within the District of Columbia.

JURISDICTION AND VENUE

6. This court has jurisdiction over this dispute pursuant to 28 U.S.C. § 1332, as the plaintiffs and the defendants are citizens of different states, and the amount in controversy exceeds \$75,000.

7. Venue is proper in this district since this is the location of the defendant's principal place of business.

THE UNDERLYING FACTS

8. The defendant operates a professional football team which is affiliated with Major League Soccer, LLC.

9. The defendant derives revenue from, among other sources, corporate sponsorships.

10. On or about January 3, 2007, the plaintiff Chris Jones entered into a verbal agreement with Matt Homonoff, who is the defendant's Manager of Corporate Partnerships. Pursuant to this agreement, Mr. Jones was supposed to help search for sponsors for the defendant, and if a deal was finalized he would receive a commission between 22 and 25 percent of the total deal.

11. Consistent with the aforementioned agreement, Mr. Homonoff issued a "To Whom it May Concern" email confirming that Mr. Jones was representing DC United for purposes of seeking sponsorships. (Exhibit A).

12. For purposes of this sponsorship project, Mr. Jones affiliated with plaintiff Lloyd Mair, and the two worked together.

13. Acting in reliance on the defendant's promises and commitments, the plaintiffs contacted numerous potential sponsors, among them Volkswagen. A copy of email correspondence with Volkswagen and a sponsorship proposal made to Volkswagen by the plaintiffs is annexed hereto as Exhibit B.

14. After the plaintiffs contacted Volkswagen with the DC United sponsorship proposal, the defendant, acting behind the plaintiffs' backs, entered into a lucrative sponsorship agreement with Volkswagen, without ever informing the plaintiffs.

15. Indeed, the plaintiffs did not discover that the defendant had circumvented them vis-à-vis Volkswagen until October 2008 when the plaintiffs approached the defendant with a potential sponsorship opportunity from GMAC and were informed by Mr. Homonoff that Volkswagen had been signed up as a sponsor in or about May 2008.

16. At that time Mr. Jones informed Mr. Homonoff that it had been the plaintiffs who had approached Volkswagen on behalf of the defendants and that the plaintiffs were due a commission.

17. Mr. Homonoff informed the plaintiffs that someone else had taken credit for approaching Volkswagen.

18. On or about October 5, 2008, Mr. Homonoff called plaintiff Mr. Jones and attempted to renegotiated the commission rate, proposing 11 or 12 percent instead of 22 - 25 percent, but no agreement was reached.

19. On or about October 7, 2008, Mr. Homonoff requested additional documentation from the plaintiffs.

20. No resolution was ever reached..

AS AND FOR A FIRST CLAIM FOR RELIEF

21. Plaintiffs repeat and re-allege each of the foregoing allegations with the same force and effect as if more fully set forth herein.

22. There was a contract between the plaintiffs and the defendants pursuant to which the plaintiffs were to receive a commission in the event that they pitched a potential sponsor who entered into a sponsorship agreement with the defendant.

23. The defendant breached that contract.

24. The plaintiffs performed all their obligations under the contract.

25. By reason of the foregoing, the plaintiffs are entitled to recover the full extent of their damages, in an amount to be determined by the jury at trial, such amount to be the unpaid commission.

AS AND FOR A SECOND CLAIM FOR RELIEF

26. Plaintiffs repeat and re-allege each of the foregoing allegations with the same force and effect as if more fully set forth herein.

27. The defendant received the benefit of the plaintiffs' work, particularly the proposal plaintiffs made to Volkswagen.

28. As a result of the foregoing, the defendant was unjustly enriched to the extent of the commission that should have been paid to the plaintiffs.


29. By reason of the foregoing, the plaintiffs are entitled to recover the full extent of their damages, in an amount to be determined by the jury at trial, such amount to be the unpaid commission.

WHEREFORE, the plaintiff demands judgment against the defendants in the amounts and for the relief requested herein, plus attorney's fees to the extent permitted by law.

PLAINTIFF DEMANDS TRIAL BY JURY OF ALL ISSUES.

Dated: New York, New York
August 25, 2009

Yours,
THE BERKMAN LAW OFFICE, LLC
Attorneys for the Plaintiffs

by: 
Robert J. Tolchin
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