

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

YEHUDA FRAGER, )  
)  
Plaintiff, )  
)  
v. )  
)  
CHICAGO CUBS BASEBALL CLUB, LLC, )  
)  
Defendant. )

**COMPLAINT**

Now comes Plaintiff, YEHUDA FRAGER, through his attorneys LOEVY & LOEVY, and brings this suit to remedy Defendant CHICAGO CUBS' improper refusal to renew FRAGER's season tickets in breach of an agreement resolving a prior season ticket dispute. For his Complaint, FRAGER alleges as follows:

**PARTIES**

1. Plaintiff YEHUDA FRAGER is a resident of the state of Pennsylvania, and until recently, was a Chicago Cubs season ticket holder.
2. Defendant CHICAGO CUBS BASEBALL CLUB, LLC is a Delaware limited liability company with its principal place of business in Chicago, IL.

**PRIOR DISPUTE AND RESOLUTION BY AGREEMENT**

3. In 2011, FRAGER first became a CUBS season ticket holder when the CUBS issued FRAGER tickets for approximately 30 seats.
4. Over the course of the next several years, the CUBS continued to accept FRAGER's renewal of the seats each year and issued him further seats.

5. During many of those years, the CUBS were a poorly performing team and FRAGER's season tickets were not profitable. For example, in 2012-2014, the CUBS lost around 100 games each year and attendance dropped by several hundred thousand compared to 2011.

6. The CUBS, like other teams, have relied on purchases by ticket brokers when the team performs poorly and ticket sales are otherwise slower than the team prefers.

7. As the CUBS are aware, FRAGER, like other ticket brokers, purchases season tickets during unprofitable years with the expectation of profit if and when a team is later successful and demand for tickets is higher.

8. During the 2015 season, FRAGER owned over 30 CUBS season tickets.

9. Following the 2015 season, the CUBS cancelled all of FRAGER's season tickets and FRAGER objected that the cancelation was improper.

10. FRAGER and the CUBS eventually entered into a settlement agreement to resolve their dispute ("Agreement").

11. Under the Agreement, the CUBS granted FRAGER a certain number of season tickets for the 2016 season and agreed that "Frager shall enjoy the same privileges as any other similarly situated 2016 Season Ticket Holder[.]"

#### **THE CURRENT DISPUTE**

12. At the conclusion of the 2016 season, the CUBS refused to renew any of FRAGER's season tickets for the 2017 season.

13. The CUBS have renewed the season tickets of many other season ticket holders, including several other ticket brokers, for the 2017 season.

14. On several occasions during the 2016 season, the CUBS failed to provide FRAGER with the necessary season ticket holder passcodes to purchase tickets for special events at Wrigley Field on pre-sale. Those passcodes were provided to other, similarly situated season ticket holders. It was only after multiple attempts by FRAGER to resolve this issue, and multiple missed opportunities, that the CUBS finally started providing the passcodes to FRAGER.

**COUNT I – BREACH OF CONTRACT**

15. FRAGER and the CUBS are parties to the Agreement.

16. The CUBS offered, and FRAGER accepted, the Agreement.

17. The Agreement is supported by consideration, including but not limited to the grant of tickets and the promise to afford FRAGER the same privileges as other similarly situated season ticket owners on the part of the CUBS and the release of a disputed claim as to additional season tickets on the part of FRAGER.

18. The CUBS have breached the Agreement by refusing to renew FRAGER's season tickets for the 2017 season while granting that privilege to other similarly situated season ticket holders.

19. The CUBS have also breached the Agreement by failing to provide FRAGER with passcodes for special events.

**WHEREFORE**, FRAGER seeks the following relief:

- a. An injunction requiring the CUBS to provide to FRAGER season tickets to the CUBS 2017 season, in the same number and in the same or comparable location as FRAGER's 2016 tickets, and all associated privileges therein;
- b. Damages in the amount of profit FRAGER would have made on any tickets that are not granted to FRAGER;
- c. Damages in the amount of the value of tickets for special events for which the CUBS failed to provide FRAGER with passcodes; and
- d. Any other relief the Court finds to be just.

RESPECTFULLY SUBMITTED,

/s/ Matthew V. Topic

Attorneys for Plaintiff  
Matthew Topic  
Joshua Burday  
LOEVY & LOEVY  
311 North Aberdeen  
Chicago, IL 60607  
(312) 243-5900  
Atty. No. 41295

ELECTRONICALLY FILED  
2/2/2017 11:56 AM  
2017-CH-01622  
PAGE 4 of 4