

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

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<b>LENNY DYKSTRA,</b>	: Index No.:
	:
<b>Plaintiff,</b>	: <b>SUMMONS</b>
	:
<b>v.</b>	:
	:
<b>DLP MEDIA GROUP, LLC; CREATIVE</b>	:
<b>ARTISTS AGENCY; MICHAELHUGHES,</b>	:
<b>Individually; EVAN DICK, Individually:</b>	:
<b>GREGORY C. LAKE,</b>	:
<b>Individually, and JOHN DOES 1-10,</b>	:
	:
<b>Defendants.</b>	:
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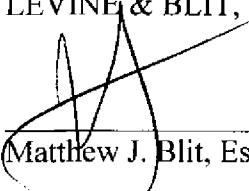
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with the summons, to serve a notice of appearance of the day of service. If this summons is not personally served upon you, or if this summons is served upon you outside of the State of New York, then your answer or notice of appearance must be served within thirty (30) days. In case of your failure to appear or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

The basis of venue is CPLR 501 and CPLR 301.

Dated: July 31, 2018  
New York, New York

Respectfully Submitted,

LEVINE & BLIT, PLLC

  
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Matthew J. Blit, Esq.

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**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

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<b>LENNY DYKSTRA,</b>	:	Index No.:
	:	
<b>Plaintiff,</b>	:	<b>COMPLAINT</b>
	:	<b>AND JURY DEMAND</b>
<b>v.</b>	:	
	:	
<b>DLP MEDIA GROUP, LLC; CREATIVE</b>	:	
<b>ARTISTS AGENCY; MICHAEL HUGHES,</b>	:	
<b>Individually; EVAN DICK, Individually;</b>	:	
<b>GREGORY C. LAKE,</b>	:	
<b>Individually, and JOHN DOES 1-10,</b>	:	
	:	
<b>Defendants.</b>	:	
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Plaintiff, LENNY DYKSTRA (“plaintiff” or “DYKSTRA”) by and through his attorneys, LEVINE & BLIT PLLC, as and for his Complaint against Defendants, DLP MEDIA GROUP, (“DLP Media”); CREATIVE ARTISTS AGENCY (“CAA”), MICHAEL HUGHES, Individually, GREGORY C. LAKE, Individually, and EVAN DICK, Individually, (hereinafter collectively “Defendants”) complains and alleges upon information and belief as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff is an individual conducting business in the State of New York. Plaintiff entered into an agreement, with Defendants, which contained a forum selection clause of New York, New York.

2. Defendant DLP Media Group is a Delaware limited liability company conducting business in New York.

3. Defendant Michael Hughes (“Hughes”) is an individual conducting business in New York. Upon information and belief, Defendant Hughes is an owner and/or member of Defendant DLP Media Group. Defendant Hughes entered into an agreement, with Dykstra, which contained a forum selection clause for New York, New York. At all relevant times, Hughes knew of the material facts and ratified the acts of DLP Media Group and voluntarily accepted the benefits of the acts of DLP Media Group.

4. Defendant Gregory C. Lake (“Lake”) is an individual conducting business in the State of New York. Upon information and belief, Defendant Lake is a co-owner and/or member of Defendant DLP Media Group. Defendant Lake entered into an agreement, with Dykstra, which contained a forum selection clause for New York, New York. At all relevant times, Lake knew of the material facts and ratified the acts of DLP Media Group and voluntarily accepted the benefits of the acts of DLP Media Group.

5. Defendant Creative Artists Agency, LLC (“CAA”) is a Delaware limited liability company, conducting business in New York. It has an office located at 405 Lexington Avenue, New York NY 10174.

6. Defendant Evan Dick is an individual conducting business in New York. Upon information and belief, Dick served as a veteran unscripted TV and sports broadcasting agent employed by CAA. Defendant Dick entered into an agreement, with Dykstra, which contained a forum selection clause for New York, New York. At all relevant times, Dick knew of the material facts and ratified the acts of Defendants DLP Media Group, Hughes and Lake and voluntarily accepted the benefits of their acts.

7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1-10, inclusive and therefore sue such Defendants by fictitious names. Plaintiff will seek leave of the Court to amend this complaint to allege their true names and capacities when they are ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named Defendants was responsible in some manner for the occurrences alleged herein, and that Plaintiff’s damages, as alleged herein, were proximately caused by such conduct.

8. Venue is proper in this Court under CPLR 501.

9. This Court has jurisdiction over Defendants pursuant to CPLR 301, 302.

#### **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10. Plaintiff is a former Major League Baseball player and a well-known celebrity athlete. He played centerfield for the New York Mets and Philadelphia Phillies from 1985-1996, was a three time All Star, and won the World Series with the NY Mets in 1986.

11. Plaintiff has remained in the public spotlight since his playing days. He released a autobiography called “*House of Nails: A Memoir of Life on the Edge*” on or around June 2016.

12. Defendant DLP Media Group is a highly acclaimed full-service media production

company which produces content for various networks and broadcasting outlets.

13. Defendant Hughes is an owner and founder of DLP Media Group and, along with Defendant Lake, are Executive Producers for the content put out by the company.

14. Defendant Dick is a leading sports broadcasting and unscripted talent packaging representative at CAA. He has sold several sports-related documentaries and docuseries to outlets broadcasting outlets such as ESPN, Showtime Sports, and HBO Sports in the past. At all times relevant herein, he was employed by CAA to serve as a representative for Defendant DLP.

15. Plaintiff's aforementioned auto-biography was a NY Times best-seller and regenerated the public's interest in him.

16. In April 2017, Plaintiff was entertaining multiple offers from media production companies which would feature him in either a scripted or unscripted series and use content from his book.

17. On April 13, 2017, Plaintiff met with Douglas Banker and Defendants Dick and Hughes, on behalf of DLP Media in California. Defendants discussed their interest in developing and producing a docuseries featuring Dykstra and his life story.

18. On April 14, 2017, Defendant Hughes sent an email to Dykstra about their discussions at the meeting, which stated "...Let us circle up and come back with next steps. Wanna make sure we have a good plan of attack. In the meantime, don't sign anything with anyone else and stay away from the neighbor's daughter ;) ..."

19. On April 19, 2017, Plaintiff emailed Defendant Hughes to tell him that he had two solid offers on the table and that "[we] need to either make a deal, and put pen to paper now, or I will have no choice but to take what I have been offered. I promised Evan I would not sign a deal with anyone until you and I communicated."

20. On April 21, 2017, Plaintiff entered into a written "Exclusivity-Hold / Development Agreement" with Defendants regarding the pitching, development, and possible production of an original audio-visual documentary project based upon the life story of Dykstra (the "Project") intended for initial exhibition via a third-party content distributor (the "Network"). A copy of the parties' written Agreement is attached hereto as **EXHIBIT A**.

21. Pursuant to the terms of the parties' Agreement, Plaintiff was entitled to compensation and credit for his services in the project if the Defendants entered into an agreement with a Network.

22. ¶5 of the Agreement states “In the event Producer enters into an agreement with a Network, Producer and Dykstra agree to negotiate in good faith the terms and conditions, including compensation and credit, for Dykstra’s services in the Project.”

23. On or around April 24, 2017, Plaintiff participated in a “sizzle reel” film shoot with the Defendants in South Dakota.

24. Defendants relayed to Plaintiff that Amazon was interested in the project.

25. On April 29, 2017, Plaintiff sent Defendant Hughes an email about setting up a meeting to discuss the Project and stated “the two most important items we need to get our arms around are: “Who is going to buy the show?” And then off course, “when will this documentary make it to market?”

26. In response to Plaintiff’s email, Defendant Hughes informed him that “...In the event that we come to an agreement with Amazon, we would begin the production process” and that “We don’t plan to shoot anything additional until we have an agreement...”

27. On May 3, 2017, Plaintiff sent an email to Defendant Hughes which stated “...Obviously, this is not my world, but its very frustrating when my partners (you and Evan Dick) make me feel like everything is top secret... I don’t believe I am asking too much to be informed of what is going on with the Docu-Series. I was told by both of you that the show was basically sold, and that it was just a matter of getting the details worked out... [t]here has not been a single word from anyone regarding what the structure of the deal you are trying to do with Amazon? What’s the amount of money upfront? Who is in charge? Etc. Etc. ... So everything you do going forward with this project, I want to be copied on it...”

28. Defendant Hughes responded to Plaintiff’s email by telling him “You’re right though, will do a better job of keeping you informed. But please trust us.” He also stated “Again, our only goal is to sell this and make it great...The fact that we’re so quickly where we’re at in the process is really kinda nuts. The hope is to have a better understanding of budget and where Amazon stands after tomorrow’s call.”

29. On May 3, 2017, Plaintiff responded to Defendant Hughes “...I appreciate you understanding that it is important to me to know what is going on at all times; after all, it is my life we are getting ready to put out there for the world to see.”

30. On May 4, 2017, Defendant Hughes relayed to Plaintiff that they had a good call with Amazon and that the next steps were for them to provide a production calendar and some

additional materials.

31. On May 12, 2017, Defendant Hughes sent Plaintiff an email to let him know that they submitted all the paperwork to Amazon and had positive conversations with folks in business affairs. He also relayed that Dick would continue to push for when they could expect a formal offer from Amazon and reminded everyone “to please keep the project under wraps until we get a signed deal.”

32. On May 31, 2017, Plaintiff emailed Defendant Dick to check in on the Amazon deal and stated “Obviously, you are having problems getting this thing finalized. I need to get some answers as to what is really going on. We are now going on two months and still don’t have a contract...I would respectfully ask you to respond with an honest update as to where this deal is at.”

33. Defendant Dick responded to Plaintiff’s email by telling him “Amazon has been moving painfully slow in providing us the long-form agreement. That is the only issue for the delay we’re currently dealing with. Prior to that, we went back and forth on getting the budget approved, which was the first step once we sold it in the room. I assure you we’ve been all over Uri Fleming (biz affairs exec) and Conrad Riggs (runs unscripted programming) about receiving the long form. Once we do we will look to send any comments back to them same day. I know this has been frustrating to say the least, but we’ve rounded third and will be wrapped up shortly...”

34. On August 15, 2017, Plaintiff emailed Defendants that “It has been months since we sold my story, or Docu-Series, to Amazon. It was and still is my understanding that the terms of the deal have been finalized and the paperwork has been issued. Since this is based on my life I would respectfully request ask that I see a copy of the deal points and the long form contract. ... I have turned down numerous reality shows in order to make this a priority and not dilute its value.”

35. Defendant Dick responded to Plaintiff’s aforementioned email by stating “The terms of the deal – are and have been – closed. Amazon and DLP are waiting on MLB, and we are super frustrated, irate, exhausted (you name it) with the process...”

36. On August 18, 2017, Plaintiff again inquired about the deal and sent Dick an email requesting “Once again, send me via email a copy of the deal points and the long form agreement that you say Amazon has agreed to. More importantly, when can I expect to get

paid?”

37. On August 19, 2017, Dick sent Plaintiff an “On Camera Participation Agreement” to sign and also informed him that they finally received approval – again – from MLB to move forward.

38. The On Camera Participation Agreement entered into between Plaintiff and DLP Media was “in connection with [Plaintiff’s] on camera services and off-camera executive producing services for a potential documentary series featuring [Plaintiff’s] personal and/or professional life (“Concept”) tentatively entitled “Nails” (“Series”), currently intended for initial exhibition on Amazon Prime Video.

39. Pursuant to the Compensation clause of the participation agreement, Plaintiff was entitled to receive a \$200,000 fee as consideration for his services. This fee was “an all-in-fee for any and all on-camera and off camera executive producing services and any other services rendered or rights provided by Dykstra.

40. On or around September-October 2017, Defendants informed Plaintiff that Amazon decided not to move forward with the Nails docuseries project.

41. On October 12, 2017, and after Plaintiff asked to see the Amazon and MLB agreements, Defendant Hughes sent Plaintiff an email which stated “...The way this deal went down sucked for all of us ... If you’re willing to sign this agreement, we, again, will forgive the ~\$45K we are out-of-pocket, and would be happy to share the Amazon agreement...which unfortunately is worthless paper at this point, but nonetheless happy to show you that the deal was, in fact, real...”

42. Defendants did not disclose to Plaintiff that they received approximately \$400,000 in damages from Amazon as a result of the failed docuseries project when they directed Dykstra to sign the Release Agreement.

43. Plaintiff signed the Release Agreement based on Defendant Hughes’ misrepresentation of a present fact, i.e. the worthlessness of the Amazon deal, which Defendants conveyed to Plaintiff to induce him to enter into the release agreement.

44. Defendant Hughes did not have a present intent to comply with the contractual promises in the parties’ April 21, 2017 agreement when it made them, as Defendants never shared with Plaintiff any information about the deal they entered into with Amazon or the MLB at any time prior to filing this Complaint, despite their obligation to do so.

45. Defendants DLP Media and Hughes never disclosed the aforementioned damages they received from Amazon to the Plaintiff.

46. Upon information and belief, the damages paid by Amazon to the Defendants greatly exceeded the damages actually incurred on the Project by DLP Media.

47. Upon information and belief, Defendants cut Plaintiff out of their deal with Amazon and greatly profited from his life story as a result of the failed Nails project.

48. On or around February 26, 2018, Defendant Lake sent Plaintiff an email which stated "...The agreement we had to sign with Amazon to put us and you in a position to compensate you and forgive all notes had a confidentiality position."

**FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS  
(Breach of Contract)**

49. All allegations previously alleged in paragraphs 1-48 are re-alleged and incorporated herein by reference as though set out fully herein.

50. Plaintiff and Defendants entered into a written Agreement in April 2017.

51. Pursuant to the terms of the Agreement, dated April 21, 2017, the parties obligated the Defendants to compensate and credit the Plaintiff in the event that Defendants entered into an agreement with a Network for Plaintiff's services in a Project based upon his life story.

52. On or around August 2017, Defendants entered into an agreement with Amazon for a potential documentary series featuring Plaintiff's personal and/or professional life, tentatively entitled "Nails".

53. Plaintiff has performed or substantially performed all the terms and conditions required of him under the terms of the Agreement, dated April 21, 2017, made himself available throughout the holding period and worked in good faith with Defendants to develop the Project based upon his life story, or such performance was waived, excused or prevented by the Defendants.

54. Defendants through its own acts, through the acts of third parties acting on its behalf and/or through the acts of other defendants or others not yet known has breached and continues to breach its duties and obligations under the Agreement, including but not limited to failing to compensate or credit Plaintiff with his share of any profits/proceeds realized by the Defendants in connection with the project based upon his life story.



55. As a direct and proximate cause of Defendants' actions, Plaintiff has been damaged in an amount to be determined.

56. Defendants have been unjustly enriched as a result of the foregoing.

**SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS  
(Breach of Implied Covenant of Good Faith and Fair Dealing)**

57. All allegations previously alleged in paragraphs 1-56 are re-alleged and incorporated herein by reference as though set out fully herein.

58. Plaintiff and Defendants entered into a written Agreement, dated April 21, 2017.

59. Pursuant to the terms of the Agreement, dated April 21, 2017, the parties obligated the Defendants to compensate and credit the Plaintiff in the event that Defendants entered into an agreement with a Network for Plaintiff's services in a Project based upon his life story.

60. Plaintiff has performed or substantially performed all the terms and conditions required of him under the terms of the Agreement, dated April 21, 2017, made himself available throughout the holding period and worked in good faith with Defendants to develop the Project based upon his life story, or such performance was waived, excused or prevented by the Defendants.

61. Defendants unfairly interfered with Plaintiff's rights to receive the benefits of the Agreement, dated April 21, 2017 by:

- a) Failing to provide Plaintiff with any information concerning the Amazon Agreement which would feature his personal and/or professional life; and
- b) Failing to discuss any compensation or credit terms with Plaintiff after Defendants entered into the Amazon Agreement;
- c) Failing to compensate or credit Plaintiff with his share of the profits/proceeds which Amazon paid Defendants after the Nails project fell through.

62. As a direct and proximate cause of Defendants' interference with Plaintiff's rights to receive the benefits of the contract, Plaintiff has been harmed in an amount to be determined.

63. Defendants have been unjustly enriched as a result of the foregoing.

**THIRD CAUSE OF ACTION AGAINST DEFENDANTS  
(Fraud in the Inducement of a Contract)**

64. All allegations previously alleged in paragraphs 1-63 are re-alleged and incorporated herein by reference as though set out fully herein.

65. At all times relevant hereto, Defendants misrepresented a present, extraneous fact as to the value of the failed Amazon deal and failed to disclose to the Plaintiff that they received substantial profits due to the failure of the Amazon deal.

66. At the time that Defendant Hughes made the representation as to the value of the “worthless” Amazon’s deal, Defendants knew it to be false.

67. Defendants intended to deceive Plaintiff by concealing the fact that Defendants’ profited off of the Amazon deal and misrepresented to the Plaintiff that it was worthless with the intention of inducing Plaintiff’s reliance to sign the Release Agreement and waiver of claims.

68. That had the Defendants provided Plaintiff with accurate information as to the value of the Amazon deal and disclosed material yet omitted information to the Plaintiff, Dykstra reasonably would have behaved differently and not enter into the Release Agreement, dated October 1, 2017.

69. Defendants owed Plaintiff a legal duty distinct from the duty to perform under the contract.

70. Plaintiff was harmed as a result of the Defendants’ actions, and Defendant Hughes misrepresentation of presently existing facts was a substantial factor in causing Plaintiff’s harm.

71. Defendants acted outrageously and with malice and reckless indifference to Plaintiff’s rights and plaintiff is entitled to an award of damages.

**FOURTH CAUSE OF ACTION AGAINST DEFENDANTS  
(Fraud - Negligent Misrepresentation)**

72. All allegations previously alleged in paragraphs 1-71 are re-alleged and incorporated herein by reference as though set out fully herein.

73. At all times relevant hereto, Defendant Hughes negligently made untrue representations as to past or existing material facts including but not limited to the worthlessness of the Defendants’ agreement with Amazon.

74. Defendant Hughes made untrue representations without any reasonable ground for

believing it to be true.

75. Defendant Hughes negligently made these untrue representations with the intent to induce Plaintiff to act in reliance on them.

76. Plaintiff on his behalf justifiably relied on the untrue representations made by the Defendants that the Amazon deal was "worthless."

77. Defendant Hughes concealed and/or negligently suppressed facts, and was bound to disclose it or give information of other facts which was likely to mislead for want of communication of that fact.

78. Plaintiff suffered damages set forth above due to his reliance of the fraudulent misrepresentations of Defendant Hughes.

79. Defendants acted outrageously and with malice and reckless indifference to Plaintiff's rights and plaintiff is entitled to an award of punitive damages.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

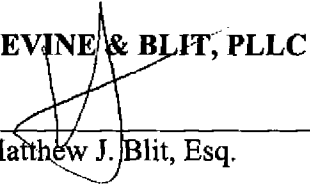
- (a) declaring that the acts and practices complained of herein are in violation of the applicable laws
- (b) directing Defendants to pay plaintiff actual, monetary and compensatory damages in an amount to be determined at trial
- (c) directing Defendants to pay Plaintiff punitive damages in an amount to be determined at trial
- (d) awarding Plaintiff such interest as is allowed by law; and
- (d) awarding Plaintiff the costs of this action as well as for reasonable attorneys' fees
- (f) awarding such other and further relief as this Court deems just and equitable.

#### **DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury in this action on all issues so triable.

Dated: July 31, 2018  
New York, New York

**LEVINE & BLIT, PLLC**

  
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