

1 YONATON M. ROSENZWEIG (State Bar No. 248137)  
yonirosenzweig@dwt.com  
2 ADRIAN VALLENS (State Bar No. 332013)  
adrianvallens@dwt.com  
3 DAVIS WRIGHT TREMAINE LLP  
865 South Figueroa Street, 24th Floor  
4 Los Angeles, California 90017-2566  
Telephone: (213) 633-6800  
5 Fax: (213) 633-6899

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
8/27/2024 2:18 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Sam, Deputy Clerk

6 Attorneys for Plaintiff  
NEMANJA BJELICA  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **IN THE COUNTY OF LOS ANGELES**  
10 **SANTA MONICA COURTHOUSE**

11 NEMANJA BJELICA, an individual

12 Plaintiff,

13 vs.

14 WASSERMAN MEDIA GROUP, LLC, a  
California limited liability company, and  
15 DOES 1-50, inclusive,

16 Defendants.  
17

**CASE NO. 24SMCV04158**

- 18 **(1) DECLARATORY RELIEF**  
**(UNENFORCEABLE**  
**“REPRESENTATION**  
**AGREEMENT”)**
- 19 **(2) DECLARATORY RELIEF**  
**(UNREGISTERED AGENT)**
- 20 **(3) VIOLATION OF MILLER AYALA**  
**ACT (CAL. BUS. & PROF. CODE §**  
**18895)**
- 21 **(4) BREACH OF FIDUCIARY DUTY**
- 22 **DEMAND FOR JURY TRIAL**

## INTRODUCTION

1  
2 1. This is an action to stop an overbearing sports talent agency that is violating  
3 California law against one of its now-former clients. Defendant Wasserman Media Group, LLC  
4 (“Wasserman”) is seeking to enforce a purported “Representation Agreement” against Plaintiff  
5 Nemanja Bjelica even though that alleged “agreement” is unenforceable and invalid. Bjelica is a  
6 European basketball executive and former player in the NBA and in Europe who was represented  
7 by Wasserman during his NBA career. When Bjelica informed Wasserman in January 2022 that  
8 he was terminating his relationship with the agency in order to return to Europe, Wasserman began  
9 a campaign of pressure in order to secure undue payment on a European deal that was stuck seven  
10 months after termination and without Wasserman’s involvement. For the first time, Wasserman  
11 alleged that Bjelica had signed a purported “Wasserman Representation Agreement” dated on its  
12 face August 5, 2014 and providing “worldwide” representation by Wasserman *without* a right of  
13 termination, except every two years.

14 2. Bjelica repeatedly requested all evidence from Wasserman that this purported  
15 Wasserman Representation Agreement was actually signed and was legally compliant but  
16 Wasserman has produced none. Instead, document after document shows that the document was  
17 never presented to Bjelica and never signed by him. Nemanja was in the midst of a basketball  
18 tournament in August 2014 and could not have signed the purported Representation Agreement.  
19 Wasserman thus developed a story that Bjelica signed the agreement in person, between July 10  
20 and July 14, 2014, in Los Angeles, a month before it is dated. This new narrative makes it even  
21 more clear that the alleged Wasserman Representation Agreement is unenforceable because  
22 California sports talent agencies are expressly prohibited by statute from entering into post-dated  
23 contracts with athletes. Doing so automatically renders any such agreement void and  
24 unenforceable.

25 3. California is home to more athlete agents than all other states combined.  
26 Approximately 30 years ago, California adopted the Miller-Ayala Athlete Agents Act, one of the  
27 strictest in the country, designed to hold agents to high standard and codifying practices governing  
28 how athlete agents must treat their clients and how they must document deals.



1 listed in various online websites as a basketball agent working for Wasserman (e.g. Fanspo.com,  
2 RealGM.com, hoopsagent.com, draftexpress.com, spotrac.com).

3 10. The true names and capacities, whether individual, associate, corporate or otherwise  
4 of the defendants named herein as Does 1 through 50, inclusive, are unknown to plaintiff, who  
5 therefore sues these defendants, and each of them, by fictitious names. Bjelica will amend his  
6 Complaint to state the true names of Does 1 through 50 when ascertained. Upon information and  
7 belief, each defendant designated as a Doe is responsible for the alleged conduct and is a party  
8 against whom relief is appropriate. Upon further information and belief, each defendant is or was  
9 an agent, servant, co-conspirator, or employee of each of the other defendants, and in doing the  
10 things alleged herein was acting within the course and scope of said agency, conspiracy, or  
11 employment.

12 11. Upon information and belief, there is a unity of interest of ownership between and  
13 among certain of the defendants and other defendants, including the Doe defendants such that  
14 certain of the Defendants, including the Doe defendants, are the instrumentality, conduit, adjunct  
15 and alter-ego of certain other defendants.

### 16 **FACTUAL BACKGROUND**

17 12. After starting his professional basketball career internationally, Bjelica was drafted  
18 by the Washington Wizards as the 35th overall pick of the 2010 NBA draft. His draft rights were  
19 subsequently traded to the Minnesota Timberwolves, and after playing internationally for five more  
20 seasons, Bjelica signed with the Minnesota Timberwolves in July 2015. For the next seven seasons,  
21 Bjelica played for the Minnesota Timberwolves, Sacramento Kings, Miami Heat, and the Golden  
22 State Warriors, where he won an NBA championship in 2022. He subsequently returned to Europe  
23 to play basketball for Fenerbahçe, a basketball team in Turkey.

24 13. Bjelica retired as a player in 2023, and is currently the head of basketball operations  
25 for Bahçeşehir Koleji Spor Kulübü, another professional basketball club in Istanbul, Turkey.

1           **A. Wasserman Solicits Bjelica to Serve as his Exclusive Agent**

2           14.     In 2014, while Bjelica was working as a professional basketball player in Europe,  
3 Bjelica was contacted by representatives of Wasserman’s sports agency, who offered Wasserman’s  
4 athlete agency services so that Bjelica could sign with an NBA team in the United States.

5           15.     In or about July 2014, a year before signing his first NBA contract with the  
6 Minnesota Timberwolves, Wasserman flew Bjelica, as well as his relative Vladimir Ćuk, out to  
7 California to negotiate and convince Bjelica to sign with Wasserman, by and through Wasserman  
8 then-Vice Chairman Arn Tellem, Michael Tellem (Arn’s son), Galijasevic, and other agents.

9           **B. Bjelica Signs Two Agent Contracts with Wasserman**

10          16.     During that July 2014 trip to California, Bjelica entered into an NBA-related  
11 Standard Player Agent Contract (“SPAC”) listing as his agents Arn Tellem and Michael Tellem of  
12 Wasserman.

13          17.     One year later, on or around May 25, 2015, Bjelica entered into a second agreement  
14 with Wasserman called a Special Power of Attorney (“SPA”), which identified Galijasevic as  
15 Bjelica’s agent, and granted him power of attorney concerning Bjelica’s representation in seeking  
16 engagement in all professional European basketball clubs and NBA negotiations. This SPA was  
17 terminable at will.

18          18.     The 2015 SPA was the only document ever signed with Wasserman concerning  
19 European opportunities or non-NBA opportunities. It states that Galijasevic has the exclusive  
20 rights, “representing the joint companies Wasserman Media Group, LLC, 10960 Wilshire Blvd.,  
21 Suite 2200, Los Angeles, CA 90024, USA / Swiss SEM AG, Sihleggstrasse 23, 8832 Wolierau, SZ,  
22 Switzerland, to act as [Bjelica’s] agent and to represent him worldwide in all the business related  
23 to his professional playing of basketball, as authorized agent.” The SPA further states that  
24 Galijasevic, representing Wasserman and Swiss SEM AG, are Bjelica’s exclusive agents  
25 throughout the world. Bjelica was subsequently provided an executed copy of the SPA by email.

1           **C. Bjelica Terminates His Representation With Wasserman and Wasserman Claims**  
2           **That There Is Yet Another Agent Contract**

3           19.     On January 4, 2022, Bjelica sent a letter to Wasserman noticing his termination of  
4 the SPAC and any other agreements existing with Wasserman.

5           20.     On January 9, 2022, Bjelica also provided Wasserman, Ranne, and Gjalijasevic,  
6 notice that the SPA from May 2015 was being terminated, effectively immediately.

7           21.     At this point, Ranne raised a purported third agent contract, namely a purported  
8 Wasserman Representation Agreement, which was a surprise to Bjelica. Bjelica memorialized to  
9 Wasserman that Ranne had told him that he was also supposedly bound by the purported  
10 Wasserman Representation Agreement. Bjelica informed Wasserman that, at that point, Bjelica did  
11 not believe he signed the purported Wasserman Representation Agreement, and did not have  
12 anything of the sort in his possession, nor did the professionals representing him in Europe. Bjelica  
13 asked Wasserman, as his longtime fiduciary, to provide him with the purported Wasserman  
14 Representation Agreement as well as all documents showing that it was actually signed and  
15 exchanged.

16           22.     After seven months of effort, Wasserman never provided anything showing that the  
17 agreement was signed by Bjelica nor that it was ever distributed to Bjelica or his other  
18 representatives. Wasserman did not even provide Bjelica with a copy of the purported Wasserman  
19 Representation Agreement for approximately seven months, until August 2022.

20           23.     A handwriting expert has confirmed that the signature on the Representation  
21 Agreement is inauthentic.

22           24.     During Bjelica’s investigation, Bjelica asked Wasserman when it believes the  
23 document was signed by him. Wasserman claimed that Bjelica and Wasserman executed the  
24 purported Wasserman Representation Agreement “between July 10 and July 14, 2014”. On its face,  
25 the “agreement” purports to take effect on August 5, 2014. This admission by Wasserman to its  
26 position that the contract is post-dated was made by an in-house attorney at Wasserman named  
27 Alanna Hernandez.  
28

1 25. None of Bjelica’s attorneys, accountants, representatives or agents in Europe had a  
2 copy of this purported Wasserman Representation Agreement. Review of files demonstrates  
3 Wasserman never sent or delivered to Bjelica a copy of it until August 2022 after the dispute arose  
4 and Bjelica requested it. Despite requests for metadata or other documentation of when and how it  
5 was stored in order to verify provenance, Wasserman has provided no metadata or other electronic  
6 verification information, as of this date, nor an explanation of the system of storage. Accordingly,  
7 it is not known when or how this purported “Wasserman Representation Agreement” was created  
8 or when signatures were applied.

9 26. A reasonable client of a fiduciary sports agency has a right to expect its agency to  
10 maintain accurate records of when and how things are signed. A reasonable client of a fiduciary  
11 sports agency also has a right to expect, upon a request, that such documents would be shared, if  
12 they exist, and that electronic metadata of those documents would be shared, if they exist.

13 27. Yet after months of asking, Wasserman adduced no evidence that this purported  
14 Wasserman Representation Agreement was valid or how it was prepared or drafted or signed.

15 28. As purportedly drafted, this purported Wasserman Representation Agreement  
16 purports to provide that Wasserman (not Swiss SEM AG) would act as Bjelica’s exclusive  
17 worldwide representative with responsibility for negotiating, executing and managing various  
18 contracts, including “all opportunities, employment agreements, and the like with foreign and  
19 domestic professional basketball teams, leagues, and/or clubs for [Bjelica’s] professional basketball  
20 services.”

21 29. Thus, the investigation has revealed that the purported Wasserman Representation  
22 Agreement was never signed by Bjelica and the purported signature on it was applied by someone  
23 else without his authorization at an unknown time.

24 30. The purported Wasserman Representation Agreement further states that Bjelica is  
25 required to pay Wasserman ten percent of any compensation received by him pursuant to any  
26 agreement with a foreign or domestic professional basketball team, league, or club for professional  
27 basketball services entered into during the term of the agreement (2.5x the SPAC rate), and 15  
28 percent of marketing arrangements.

1 31. From 2014 until January 2022, Wasserman provided agency services to Bjelica,  
2 including representing him in NBA contract negotiations and other opportunities.

3 32. Until August 2022 when Wasserman provided Bjelica with a copy of this supposed  
4 third agreement, Bjelica was unaware of the existence of the purported Wasserman Representation  
5 Agreement.

6 33. Bjelica could not have reasonably discovered the contents of the purported  
7 Wasserman Representation Agreement, as its existence was not disclosed to Bjelica until January  
8 2022, and Wasserman subsequently failed to provide the document to Bjelica despite him  
9 requesting it do so, until August 2022.

10 34. Bjelica only started to learn the factual basis for this complaint in August 2022,  
11 because this information was concealed from Bjelica beforehand or it did not exist.

12 **D. Wasserman Initiates Baseless Arbitration Proceedings in A Swiss Tribunal**  
13 **Without Jurisdiction**

14 35. In March 2023, Wasserman initiated arbitration proceedings in Geneva, Switzerland  
15 claiming it was entitled to certain fees associated with the purported Wasserman Representation  
16 Agreement. Specifically, Wasserman claimed that an August 9, 2022 contract between  
17 Fenerbahçe in Turkey and Bjelica was covered by the purported Agreement, even though Bjelica  
18 terminated all agreements with Wasserman in January 2022.

19 36. Notably, Wasserman claimed that the August 9, 2022 contract entitled it to fees  
20 pursuant to the purported Wasserman Representation Agreement even though Wasserman admitted  
21 that purported Agreement would have terminated on August 5, 2022 and one Wasserman  
22 representative advised Bjelica that he should enter the Fenerbahçe contact August 6 or after.

23 37. In May 2023, Wasserman withdrew its request for arbitration and waived its claim,  
24 with Bjelica prevailing in full. Bjelica was awarded a portion of its legal fees and costs.

25 **E. Wasserman Continues to Demand Payment Under the Unenforceable Purported**  
26 **Wasserman Representation Agreement**

27 38. After losing in Switzerland, in July 2023, Wasserman subsequently initiated AAA  
28 arbitration proceedings against Bjelica in Los Angeles. Again, Wasserman claimed that the

1 purported Wasserman Representation Agreement entitled Wasserman to an agency fee based upon  
2 Bjelica's agreement with Fenerbahçe, the Turkish club. Wasserman did not take any part in the  
3 representation or negotiation with the Turkish client nor did it perform any service to secure  
4 Bjelica's contract with Fenerbahçe. Bjelica had another agent who helped him negotiate that deal  
5 and Bjelica already paid that agent his fee. Wasserman's theory for enforcing the terminated and  
6 post-dated purported Wasserman Representation Agreement is that the two year term therein did  
7 not expire until August 5, 2022. That argument does not hold any water and does not make sense.

8 39. That purported "agreement," and every provision therein, is unsigned, void, invalid,  
9 illegal, and not enforceable in an arbitration proceeding, and thus Bjelica seeks this court's  
10 protection, damages, and orders of relief.

### 11 FIRST CAUSE OF ACTION

### 12 DECLARATORY RELIEF: AGREEMENT VOID

13 (Against Wasserman)

14 40. Bjelica incorporates the allegations of paragraphs 1 through 39, hereof, as if set forth  
15 in full.

16 41. Wasserman is a California sports talent agency subject to the provisions of the  
17 California Miller Ayala Act, which regulates athlete agents in this state.

18 42. The Miller-Ayala Act states that "No athlete agent shall negotiate or enter into any  
19 *postdated agent contract*, endorsement contract or professional sports services contract or *any*  
20 *agent contract*, endorsement contract or professional sports contract *that purports to or takes effect*  
21 *at a future time.*" Cal. Bus. & Prof. Code § 18897.5 (emphasis added). This provision is contained  
22 in Chapter 2.5 Article 2.

23 43. The Miller-Ayala Act further provides that "Any agent contract that is negotiated by  
24 an athlete agent who fails to comply with this chapter ... is *void and unenforceable.*" Cal. Bus. &  
25 Prof. Code § 18897.9(a) (emphasis added). This provision is contained in Chapter 2.5 Article 4.

26 44. Under the Miller-Ayala Act, an "agent contract" means "any contract or agreement  
27 pursuant to which a person authorizes or empowers an athlete agent ... to negotiate or solicit on  
28

1 behalf of the person for the employment of the person as a professional athlete.” Cal. Bus & Prof.  
2 Code § 11895.2(a).

3 45. Under the Act, an “athlete agent” means “any person who, directly or indirectly,  
4 recruits or solicits an athlete to enter into any agent contract, endorsement contract, financial  
5 services contract, or professional sports services contract, or for compensation procures, offers,  
6 promises, attempts, or negotiates to obtain employment from nay person ... as a professional  
7 athlete.” Cal. Bus & Prof. Code § 11895.2(b)(1). In addition, athlete agent also includes a talent  
8 agency that “for compensation, procures, offers, promises, attempts, or negotiates to obtain  
9 employment for any person to perform on-field play with a professional sports team or  
10 organization.”

11 46. A dispute has arisen for which declaratory relief is appropriate in that Bjelica  
12 contends that the purported Wasserman Representation Agreement is null, void, illegal, and  
13 unenforceable.

14 47. Wasserman disputes Bjelica’s above-described contentions and contend, to the  
15 contrary, that the purported Wasserman Representation Agreement was signed and is in full force  
16 and effect.

17 48. The validity and enforceability of a contract is a proper subject for declaratory relief.

18 49. Consequently, an actual controversy has arisen and now exists between Bjelica and  
19 Wasserman concerning the validity and enforceability of the parties under the purported Wasserman  
20 Representation Agreement pursuant to the Miller-Ayala Act and otherwise.

21 50. As a result of the facts described above, Bjelica is entitled to a judicial declaration  
22 that the purported Wasserman Representation Agreement is null, void, and unenforceable.

23 **SECOND CAUSE OF ACTION**

24 **DECLARATORY RELIEF: UNREGISTERED AGENT**

25 (Against Wasserman)

26 51. Bjelica incorporates the allegations of paragraphs 1 through 50, hereof, as if set forth  
27 in full.



1 62. Bjelica was adversely affected by the legal violations of Wasserman including its  
2 representatives or employees, in violation of the Miller Ayala Act. Among other things, Bjelica was  
3 induced to trust and rely upon Wasserman by the statements and acts of an unregistered agent;  
4 Bjelica's accountants and manager were induced by Wasserman's false invoices to unknowingly  
5 pay improper amounts of money from 2014-2020 and from 2020-2022 (Bjelica never saw these  
6 invoices); and Bjelica has incurred costs, fees, expenses and suffered other losses responding to  
7 Wasserman's improper demands concerning the purported "agreement".

8 63. The Miller Ayala Act provides that it is the intent of the Legislature to "encourage  
9 enforcement" of the Act through "private civil actions" in Court, providing an express right that  
10 allows an athlete to bring a "civil action for recovery of damages."

11 64. The above conduct described in this complaint was performed willfully and with  
12 spite and prejudice toward Bjelica.

13 **FOURTH CAUSE OF ACTION**  
14 **BREACH OF FIDUCIARY DUTY**  
15 (Against Wasserman and Does 1-50)

16 65. Bjelica incorporates the allegations of paragraphs 1 through 64, hereof, as if set forth  
17 in full.

18 66. As a result of the principal-agent relationship between Bjelica, Wasserman, and  
19 Does Defendants, Bjelica placed his trust and confidence in those entities or persons, and those  
20 entities or persons knowingly undertook fiduciary obligations to Bjelica to act at all times on  
21 Bjelica's behalf and in Bjelica's best interest, placing Bjelica's interests above their own. These  
22 fiduciary duties include the duties of candor, honesty, disclosure, and fairness among others.

23 67. By conducting themselves in the above-described manner and by engaging in the  
24 unfair, unlawful and wrongful acts set forth in detail above, Defendants have breached their  
25 fiduciary duties to Bjelica.

- 26 68. Among other breaches of fiduciary duties, Defendants have  
27 a. purported to enforce an invalid agreement;  
28 b. invoiced under an invalid agreement;

- c. failed to disclose documents in their possession when requested;
- d. failed to maintain client documents as required by law;

69. As a result of Defendants' breach of their fiduciary duties to Bjelica, Bjelica has sustained damages in an amount not presently known, including payments of costs of responding to improper demands.

70. Defendants intentionally engaged in the above-described acts and omissions with the intention of depriving Bjelica of his lawful rights and otherwise causing him to be injured. Defendants were given multiple opportunities to show that the agreement actually existed in 2014. By conducting themselves in this manner, Defendants have acted maliciously, oppressively, and in bad faith, intending to cause injury to Bjelica, or they have acted with willful and conscious disregard of Bjelica's rights in favor of their own interests, subjecting Bjelica to unjust hardship. Accordingly, in addition to compensatory damages, Bjelica is entitled to recover punitive or exemplary damages from Defendants, and each of them, in an amount to be prove at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Bjelica requests that judgment be entered in his favor and against Defendants, and each of them, as follows:

- A. For a judicial declaration that the purported Wasserman Representation Agreement is null, void, illegal and/or unenforceable;
- B. For actual damages comprising all fees and costs incurred in defending against Wasserman's improper actions taken to enforce the purported Wasserman Representation Agreement;
- C. For actual damages comprising any fees paid pursuant to invalid invoices issued under the purported Wasserman Representation Agreement;
- D. A stay of any improper proceedings;
- E. For civil penalties provided by the Miller Ayala Act;
- F. For "punitive damages, court costs and reasonable attorney's fees" as provided by the Miller Ayala Act;

1 G. For an accounting of all Bjelica's accounts, and for all amounts determined to be  
2 due as a result of the accounting;

3 H. For a preliminary and permanent injunction against future violations of the Miller  
4 Ayala Act;

5 I. For such other and further relief as is appropriate.  
6

7 DATED: August 27, 2024

DAVIS WRIGHT TREMAINE LLP  
YONATON M. ROSENZWEIG  
ADRIAN F. VALLENS

9  
10 By:   
Yonaton M. Rosenzweig

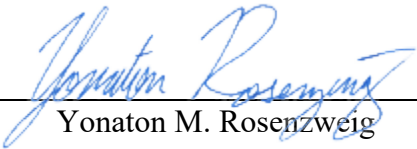
11  
12 Attorneys for Plaintiff  
NEMANJA BJELICA

13  
14 **DEMAND FOR JURY TRIAL**

15 Plaintiff Nemanja Bjelica demands a jury trial in this matter on all applicable causes of action.  
16

17 DATED: August 27, 2024

DAVIS WRIGHT TREMAINE LLP  
YONATON M. ROSENZWEIG  
ADRIAN F. VALLENS

18  
19  
20 By:   
Yonaton M. Rosenzweig

21  
22 Attorneys for Plaintiff  
NEMANJA BJELICA  
23  
24  
25  
26  
27  
28