

IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI

ST. LOUIS CARDINALS, LLC	)	
	)	
Plaintiff,	)	Case No.
	)	
v.	)	Div.
	)	
LEAGUES OF EXTRAORDINARY	)	
GENTLEMEN, INC. d/b/a	)	
LEWIS & CLARK BASEBALL LEAGUE	)	
Hold for Service	)	
	)	
And,	)	
	)	
NICHOLAS MAHRT	)	
Hold for Service	)	
	)	
Defendants.	)	

PETITION

St. Louis Cardinals, LLC, for its Petition against Leagues of Extraordinary Gentlemen, Inc. d/b/a Lewis & Clark Baseball League and Nicholas Mahrt, states as follows:

Parties, Jurisdiction, and Venue

1. Plaintiff St. Louis Cardinals, LLC (the "Cardinals") is a Missouri limited liability company. The Cardinals own and operate a Major League Baseball team doing business in St. Louis, Missouri.
2. Defendant Leagues of Extraordinary Gentleman, Inc. d/b/a Lewis & Clark Baseball Leagues ("Lewis & Clark") is registered as a Missouri non-profit corporation doing business in St. Louis, Missouri. Upon information and belief, Lewis & Clark operates an amateur baseball league.
3. Defendant Nicholas Mahrt is an individual residing in St. Louis City, Missouri. Upon information and belief, Mahrt is the President, Founder, and Commissioner of Lewis & Clark.
4. Jurisdiction is proper before this Court as Defendants are residents of the State of Missouri.

5. Venue is proper pursuant to Mo. Rev. Stat. § 508.010 as Defendants are residents of St. Louis City, and Plaintiff's damages were and are sustained in St. Louis City.

#### General Allegations

6. The Cardinals are committed to giving back and supporting the St. Louis community.

7. As part of these efforts, the Cardinals have established the St. Louis Cardinals Community Fund, a Missouri non-profit corporation, which is commonly referred to as "Cardinals Care."

8. Cardinals Care disburses over \$500,000 in cash grants to over 200 non-profit, youth focused organizations each year.

9. In addition to Cardinals Care, the Cardinals also support the community in other ways. The Cardinals frequently allow charitable organizations to purchase substantially discounted tickets to Cardinals games. These discounted tickets may be used by friends, family, and supporters of the charitable organization. The charitable organization may also use the discounted tickets as a fundraising opportunity by reselling the tickets to friends, family, and supporters at up to the face value of the tickets.

10. The Cardinals restrict the resale of the tickets to make sure that the tickets are not "scalped" to the highest bidder for tickets, but are made available to individuals and supporters of the charitable organizations at reasonable prices.

11. Defendant Lewis & Clark, asserting itself to be a charity, through Mahrt, approached the Cardinals about purchasing tickets in a fundraising effort to support its activities. Defendant purported to be an amateur baseball league which served underprivileged participants.

12. Defendants represented that the tickets would be sold to supporters of amateur baseball, and that the proceeds from the sale of the tickets would be used to assist underprivileged youth participation in the amateur baseball league.

13. The Cardinals, based on the representations made by the Defendants, and steadfast in their desire to support the St. Louis Community and amateur baseball in St. Louis, were amenable to Defendants' fundraising efforts.

14. As a result, Defendants and the Cardinals entered into a series of Ticket Consignment Contracts (collectively "TCCs"):

- a. On or about February 13, 2014, Lewis & Clark signed a Ticket Consignment Contract for 800 tickets for the game to be held on Monday, May 26, 2014 at Busch Stadium. A true and accurate copy of this Contract is attached hereto as Exhibit A.
- b. On or about February 13, 2014, Lewis & Clark signed a Ticket Consignment Contract for 800 tickets for the game to be held on Friday, July 4, 2014 at Busch Stadium. A true and accurate copy of this Contract is attached hereto as Exhibit B.
- c. On or about March 14, 2014, Defendants, signed a Ticket Consignment Contract for 300 tickets for the game to be held on Friday, July 18, 2014 at Busch Stadium. The contract although referencing "The Morrison Brothers Band" was signed by Defendant Mahrt. A true and accurate copy of this Contract is attached hereto as Exhibit C.
- d. On or about March 14, 2014, Lewis & Clark signed a Ticket Consignment Contract for 800 tickets for the game to be held on Sunday, August 3, 2014 at Busch Stadium. A true and accurate copy of this Contract is attached hereto as Exhibit D.

e. On or about March 14, 2014, Lewis & Clark signed a Ticket Consignment Contract for 800 tickets for the game to be held on Wednesday, August 6, 2014 at Busch Stadium. A true and accurate copy of this Contract is attached hereto as Exhibit E.

15. In total the Cardinals made available to Defendants, at discounted pricing, 3500 tickets to be used for fundraising efforts to support underprivileged youth participation in amateur baseball.

16. Due to the Cardinals' desire to support charitable activities, the dates selected were particularly desirable games. The May 26, 2014 game was a particularly high demand game as the New York Yankees were in town during famed shortstop Derck Jeter's final season. The July 4<sup>th</sup> date is (and was) a high demand game due to the holiday.

17. The terms of the TCCs expressly prohibit the Defendants from selling the tickets at amounts above the tickets' face value.

18. On or about July 18, 2014, the Cardinals learned that Defendants had systematically placed all or substantially of their allotted tickets under the TCCs for sale on StubHub for amounts over and above the face value of the tickets.

19. Upon learning of Defendants violation of the TCCs the Cardinals demanded return of all tickets for the remaining August 3 and August 6 games. Those tickets were subsequently deactivated and returned to the Cardinals.

20. In total, 1,723 of the 1,900 tickets provided by the Cardinals to Defendants for the three games were sold through StubHub:

- a. 348 tickets were sold on StubHub under the Leagues of Extraordinary Gentlemen name with Defendant Mahrt as the listed contact;
- b. 1,248 tickets were sold on StubHub under the Lewis & Clark name with Defendant Mahrt as the listed contact; and

c. 127 tickets were sold on StubHub under Mahrt's name.

21. 1,168 tickets were sold at an amount above the face value on the ticket, despite the contractual prohibition preventing resale of the tickets at a price above face value.

22. Defendants' proceeds from these ticket sales were \$122,269.96.

23. Of these proceeds, Defendants received \$40,475.04 over the face value of the tickets from the tickets that were sold at a price above face value, in violation of the TCCs.

24. The \$40,475.04 proceeds of the sales of tickets above face value rightfully belong to the Cardinals and they intend on distributing the funds to deserving charities as is the intent of TCC program.

**COUNT I: BREACH OF CONTRACT (against both Defendants)**

25. The Cardinals restate and reallege paragraphs 1-24 above as if fully stated herein.

26. The TCCs are valid and binding contracts.

27. The Cardinals have fully performed all of their obligations under the TCCs.

28. Defendants have materially breached the terms of the TCCs by selling tickets above their face value.

29. The Cardinals have been damaged in the amount of \$40,475.04 due to Defendants' breaches.

30. Defendants, despite demand therefore, have refused to pay.

31. The terms of the TCCs provide that in the event litigation concerning the TCCs ensues, the Cardinals are entitled to recover their attorneys fees.

WHEREFORE the Cardinals pray that the Court enter judgment in their favor, and against Defendants Leagues of Extraordinary Gentlemen, Inc. d/b/a Lewis & Clark Baseball League, and Defendant Nicholas Mahrt, jointly and severally, in the principal amount of \$40,475.04, award the Cardinals its attorneys fees, award pre- and post-judgment interest at the statutory rate as provided

by law, and for whatever further relief the Court deems just and appropriate under the circumstances.

**COUNT II: UNJUST ENRICHMENT (against both Defendants)**

32. The Cardinals restate and reallege paragraphs 1-24 above as if fully stated herein.

33. The Cardinals conveyed a benefit on Defendants by allowing them to purchase tickets at substantially below face value to be resold at up to the face value of the tickets.

34. Defendants appreciated and accepted the benefit by receiving the tickets and reselling the tickets for \$40,475.04 above their face value.

35. Under the circumstances, it would be unjust to allow the Defendants to retain the benefits.

WHEREFORE the Cardinals pray that the Court enter judgment in their favor, and against Defendants Leagues of Extraordinary Gentlemen, Inc. d/b/a Lewis & Clark Baseball League, and Defendant Nicholas Mahrt, jointly and severally, in the principal amount of \$ 40,475.04, award the Cardinals its attorneys fees, award pre- and post-judgment interest at the statutory rate as provided by law, and for whatever further relief the Court deems just and appropriate under the circumstances.

**COUNT III: BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING  
(against both Defendants)**

36. The Cardinals restate and reallege paragraphs 1 -24 above as if fully stated herein.

37. The TCCs are valid and binding contracts.

38. Under Missouri law, every contract has an implied covenant of good faith and fair dealing.

39. Defendants breached the covenant of good faith and fair dealing by placing all, or the substantial majority of, the tickets for sale on StubHub at amounts in excess of the face value of the tickets, violating the spirit of the TCCs.

40. The Cardinals have been damaged in the amount of \$40,475.04 due to the breaches.

41. The terms of the TCCs provide that in the event litigation concerning the TCCs ensues, the Cardinals are entitled to recover their attorneys fees.

WHEREFORE the Cardinals pray that the Court enter judgment in their favor, and against Defendants Leagues of Extraordinary Gentlemen, Inc. d/b/a Lewis & Clark Baseball League, and Defendant Nicholas Mahrt, jointly and severally, in the principal amount of \$40,475.04, award the Cardinals its attorneys fees, award pre- and post-judgment interest at the statutory rate as provided by law, and for whatever further relief the Court deems just and appropriate under the circumstances.

**COUNT IV: FRAUD (against both Defendants)**

42. The Cardinals restate and reallege paragraphs 1 -24 above as if fully stated herein.

43. During the negotiations leading up to the execution of the TCCs, the Defendants made the following representations:

44. That they were a charitable organization intending to use the TCC program for charitable purposes.

a. That the ticket proceeds would be used to assist underprivileged youth with the cost of participating in amateur baseball; and

b. That they would not sell the tickets at an amount above the face value of the ticket.

45. These representations were false, and Defendants knew the representations were false in that Defendants intended to systematically sell the tickets for amounts greater than the actual face value of the tickets.

46. These representations were material in the Cardinals allowing Defendants to participate in the TCC program.

47. The Defendants made these representations intending the Cardinals to rely on their representations, in an effort to induce the Cardinals to enter into the TCCs.

48. The Cardinals did in fact rely on the representations in determining whether to enter into the TCCs with Defendants.

49. The Cardinals had no knowledge that Defendants' representations were false.

50. The Cardinals were entitled to rely upon the representations made by the Defendants.

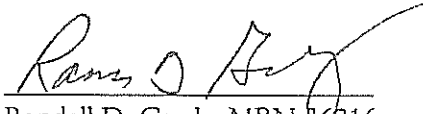
51. The Cardinals have been damaged in the amount of \$ 40,475.04 as a result of Defendant's actions.

52. Defendant's actions were willful and justify the imposition of punitive damages.

WHEREFORE the Cardinals pray that the Court enter judgment in their favor, and against Defendants Leagues of Extraordinary Gentlemen, Inc. d/b/a Lewis & Clark Baseball League, and Defendant Nicholas Mahrt, jointly and severally, in the principal amount of \$40,475.04, award the Cardinals its attorneys fees, award pre- and post-judgment interest at the statutory rate as provided by law, award punitive damages, and for whatever further relief the Court deems just and appropriate under the circumstances.

Respectfully Submitted,

Riezman Berger, P.C.



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