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Superior Court Of California
County Of Los Angeles

APR 05 2018

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AKA ICE CUBE, AND JEFF KWATINETZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES – CENTRAL DISTRICT

BIG3 LLC, a limited liability company;
O'Shea Jackson a/k/a Ice Cube, an
individual; and Jeff Kwatinetz, an
individual;

Plaintiffs

vs.

Ahmed Al-Rumaihi, an individual; Faisal
Al-Hamadi, an individual; Ayman Sabi, an
individual; Sheikh Abdullah bin Mohammed
bin Sau Al Thani, an individual and as CEO
of Qatar Investment Authority.

Defendants.

Case No.

BC700897

COMPLAINT FOR DAMAGES:

1. DEFAMATION [Civ. Code § 44]
2. DEFAMATION *PER SE* [Civ. Code § 46]
3. TRADE LIBEL
4. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

UNLIMITED CIVIL JURISDICTION

DEMAND FOR JURY TRIAL

SUMMARY

Plaintiffs Big3 Basketball LLC, O'Shea Jackson a/k/a Ice Cube, and Jeff Kwatinetz bring this action against Defendants Ahmed Al-Rumaihi, Faisal Al-Hamadi, Ayman Sabi, and Sheikh Abdullah bin Mohammed bin Sau Al Thani as an individual and Chief Executive Officer of the Qatari Investment Authority ("Defendants") for Defamation, Defamation *Per Se*, Trade Libel, and Intentional Interference with Contractual Relations.

The BIG3 was the brainchild of founders and Plaintiffs, Ice Cube and Mr. Kwatinetz

1 who had worked together on the format, rules, and strategy for the league for over a year
2 before ever discussing the BIG3 with anyone outside of their company.

3 The league was to take the most popular played sport in the world, 3 on 3 basketball,
4 from the playground to the professional setting of NBA style arenas and broadcast games on
5 international and domestic television in a unique “festival” format. Ice Cube and Mr.
6 Kwatinetz each deployed significant capital and resources, worked tirelessly turning down
7 numerous other lucrative opportunities, and drew on their vast array of relationships and
8 experiences in the live entertainment, legal, television, and other media fields to set up BIG3
9 as a rare opportunity. It would not be an overstatement to say BIG3 was the culmination of
10 their total lives’ work.

11 They then set up to execute their dream and began to raise additional capital and
12 began staffing the league from Commissioner on down to ball boys. Much to their delight
13 and to the surprise of many in the sports world, the league’s initial games in June 2017 were
14 a resounding success. Now that Ice Cube and Mr. Kwatinetz’s vision was vindicated, BIG3
15 immediately attracted many new sources of financing to expand on the league.

16 Touting their love of basketball and familial connections and relationships with the
17 royal Al-Thani Family in the State of Qatar, and thus access to vast resources and capital,
18 Defendants were brought to the BIG3 as passive investors and introduced by the league’s
19 former president and commissioner, himself just hired less than a year before.

20 Counter to expectations regarding these passive investors, to agreements signed and
21 promises made, and certainly an aberration from the decent behavior of BIG3’s initial
22 investment group, the Al-Thani “Royal” Defendants quickly started to insinuate themselves
23 into the affairs of BIG3 despite failing to live up to even their most basic obligation to fully
24 fund their investment.

25 Although constantly boasting of the Al Thani’s and their individual “massive wealth
26 and power,” Defendant’s aberrant behavior continued throughout the 10-week season
27 culminating in Mr. Al-Rumaihi single-handedly losing \$700,000 in cash gambling after the
28 Las Vegas league finals in a mere few hours at casino tables in the presence of the Big3 staff,

1 investors and players all the while Defendants still refused to pay the millions of dollars they
2 indisputably owed and admitted to owing the Big3.

3 These members and associates of the royal family made excuse after excuse for not
4 paying, all of which is documented in text messages and emails, where the blame for their
5 failure to fund the millions they owed the BIG3 ran the gamut from their “sinuses,”
6 “hiking,” it being a “long day bro,” and to bad press regarding Qatar associations with
7 alleged funding of terrorism. Also, like a simple debtor in hiding from a collection agency,
8 these Defendants with their purported links to the Qatar royal family, would go into hiding
9 and refused to return phone calls and ignore Plaintiffs.

10 Later, Defendants made their true intentions clear when they stated they would only
11 pay what they owed if they were given a substantially larger equity position along with
12 operating entitlements in the company, instead of the small, passive, minority stake they were
13 required, but failed to fund.

14 Through subsequent investigation, Plaintiffs learned that Defendants were falsely
15 bragging about “operating the league,” and how they were friends with Big3 celebrity
16 investors as well as Big3 and NBA basketball stars and legends. Oddly, following the
17 season, the Qatari Defendants even rented three mansions in the Los Angeles area, in Venice,
18 Malibu and Beverly Hills, so they could be near the Big3 founders and employees to further
19 insinuate themselves into their lives.

20 To maintain the façade of involvement with the league, and to increase their influence,
21 Defendants targeted certain, now former, Big3 employees with gifts including trips to St.
22 Tropez and Ibiza, parties on Yachts, expensive meals, use of their exotic cars, invitations to
23 parties at their Los Angeles mansions, and investments in personal business projects
24 unrelated to the Big3.

25 As it turns out, Defendants were deeply concerned with the rapidly escalating political
26 pressure and public relations crisis facing their country, including the military blockade
27 against Qatar by its neighbors based on purportedly supporting extremism. There was also
28 more focus on controversy and accusations of bribes surrounding the Qatar 2022 World Cup,

1 the firing of a head of the Qatar owned BeIN Sports, and controversy related to its purchase
2 and operation of French soccer club PSG and the huge payment it made to sign star Neymar.
3 Also not brought to Plaintiffs attention by former commissioner and president was
4 Defendants history of scandal surrounding its basketball programs. Defendants believed
5 their relationship with the BIG3 and the celebrities, entertainers, and basketball stars
6 associated with the league would improve the public perception of Qatar in the United States
7 as well as its standing in the arena of sports on a global level. Unfortunately for the Al-Thani
8 family and associates, Plaintiffs operated the league for the benefit of its players and fans and
9 to maximize shareholder value, not to do the bidding of the needs solely of Qatar.

10 Defendants conduct knew no bounds when it came to their intention to wrest control
11 of the league from its founders, players and all the other well-intentioned investors. First
12 using non-payment to create leverage to shamelessly demand increased ownership as well as
13 the attempted installment of Defendant Sabi as COO despite no experience in sports or
14 entertainment, then employing means of bribery and influence peddling to exert pressure on
15 league leadership.

16 However, on or around February 14, 2018, after giving Defendants multiple chances
17 to pay the millions they indisputably owed and admitted to owing, Plaintiffs moved swiftly
18 and decisively and initiated legal action against a corporate shell operated by Defendants and
19 removed Defendants from any connection with the league for their failure to pay. It would
20 later be discovered the additional embarrassment such action taken on that particular day
21 against the Al-Thani's would create for Defendants.

22 Finding that their efforts to obtain operating control had failed and the humiliation
23 Defendants felt being notified of their removal from BIG3 amidst their yearly Qatar National
24 Sports Day in which the Al-Thani's display to the world their success and importance in
25 sports, Defendants retaliated with a campaign of disinformation and by making outrageous
26 defamatory statements against all Plaintiffs and interfering with Plaintiffs existing and
27 prospective contractual relations, to harm the league and attempt to destabilize it for one last
28 desperate shot at control.

1 The conduct by Defendants is documented in text messages, emails, photographs,
2 letters, declarations, and other evidence which was obtained by Plaintiffs. Further,
3 compromised employees refused to cooperate with an additional independent investigation
4 initiated by Plaintiffs to determine the extent of the Defendant's wrongdoings. Some of that
5 evidence is contained in, and attached to this Complaint. Additionally, the conduct by
6 Defendants reflects a cautionary tale of doing business with affiliates and proxies sent by the
7 Qatar Investment Authority to do business in the United States.

8 Ironically, when Ice Cube and Jeff Kwatinetz pursued their lifelong dream of starting
9 a basketball league from the ground up, and invested their personal assets and time in doing
10 so, the last thing on their list of plausible concerns and impediments would be the malicious
11 and reckless conduct of foreign actors and compromised agents and actors working on their
12 behalf. Nonetheless, Plaintiffs and the players of the Big3 who are heavily invested in the
13 success of the league, have united to confront this challenge and protect their American
14 dream.

15 Plaintiffs, and all players in the Big3 have been severely damaged by the conduct of
16 Defendants, and collectively seek \$1.2 billion in consequential damages, or approximately
17 \$20 million per player in the Big3.

18 INTRODUCTION

19
20 1. This action is brought by Plaintiff BIG3 LLC, a three-on-three professional
21 basketball league, on its behalf as a limited liability company.

22 2. This action is also brought by Plaintiff O'Shea Jackson, a/k/a Ice Cube and Jeff
23 Kwatinetz, each who suffered significant damages and reputational harm based on the
24 wanton, willful, and malicious defamatory statements made by and/or aided and abetted by
25 Defendants, and each of them.

26 3. Defendants are individuals who reside in and/or maintain substantial contacts
27 with the United States and who used their purported relationship with the royal family in
28 Qatar and their control and/or influence over the Qatari Sovereign Fund to conduct business
in the United States, and to engage in the tortious conduct as set forth below.

5. Defendants, in their individual and personal capacity, and using corporate shells including Sport Trinity LLC (currently a Respondent in a pending JAMS arbitration, *Big3LLC v. Sport Trinity, LLC*) attempted to seize operational control over Big3 LLC by, among other conduct, (1) fraudulently inducing Big3 to enter into a Unit Purchase Agreement whereby Defendants never intended to pay the millions they owed to extract more equity, (2) bribing and/or attempting to bribe former employees of the Big3 with money, gifts, and vacations to gain more influence in the league, (3) investing and/or promising to invest in business ventures of now former employees in the Big3 as a means of improper influence and control, (4) maliciously and wantonly defaming Big3, Ice Cube, and Jeff Kwatinetz to players and making false representations about the league and its operations to foment discord and disunity against the Big3 and its founders, and (5) defaming Plaintiffs, and aiding and abetting and causing others to make defamatory and malicious statements about and against Plaintiffs, as retaliation for Big3 filing a lawsuit against Defendants for failing to pay the money they owed.

6. Plaintiffs stand united against Defendants. Plaintiffs have been severely damaged and suffered reputational harm and other consequential damages from Defendants' conduct, in an amount no less than \$1.2 billion, accounting for approximately \$20 million in damages per player, in addition to other damages.

THE PARTIES

7. The Big3 LLC is a Delaware Limited Liability Company with its principal place of business in Los Angeles, California. The Big3 is in its second season which starts in June 2018.

8. O'Shea Jackson, aka Ice Cube, is an individual residing in Los Angeles, California.

9. Jeff Kwatinetz, is an individual residing in Los Angeles, California.

1 10. Defendant Ahmed Al-Rumaihi is a citizen of Qatar, who is currently domiciled
2 in Los Angeles, California.

3 11. Defendant Faisal Al-Hamadi is a citizen of Qatar, who conducts substantial
4 business and has sufficient and substantial contacts with this jurisdiction.

5 12. Sheikh Abdullah bin Mohammed bin Sau Al Thani, is a citizen of Qatar, who
6 conducts substantial business and has sufficient and substantial contacts with this
7 jurisdiction.

8 13. Ayman Sabi, born in Tripoli, Libya, is a citizen of the United States, resides in
9 Miami, Florida, and has sufficient and substantial contacts with this jurisdiction.

10 **JURISDICTION AND VENUE**

11 14. The acts that caused Plaintiff's damages as alleged herein primarily occurred in
12 the County of Los Angeles within the jurisdiction of the Superior Court of Los Angeles
13 County

14 15. This Court has jurisdiction over the present matter because, as delineated
15 within this Complaint, the nature of the claims and amounts in controversy meet the
16 requirements for the unlimited jurisdiction in the Superior Court of Los Angeles County.

17 **FACTS**

18 **Qatar Investment Authority**

19 16. The State of Qatar is located on a small peninsula bordering Saudi Arabia and
20 is backed by the world's third-largest natural gas reserves. The country has the highest per
21 capita income in the world. Qatar is a monarchy ruled by the Al-Thani royal family. The
22 current Emir is Sheikh Tamim bin Hamad Al Thani.

23 17. The Emir's relative is Defendant Sheikh Abdullah bin Mohammed bin Sau Al
24 Thani, who heads the Qatari sovereign fund known as the Qatar Investment Authority.

25 18. Qatar has recently been placed under a military blockade from its Middle East
26 neighbors including Egypt, Bahrain, the United Arab Emirates and Saudi Arabia because of
27 concerns regarding financial support for terrorism, a view that Qatar disputes.
28

1 19. Recently, the Al-Thani Royal Family, through the Qatar Investment Authority,
2 announced plans to invest hundreds of billions of dollars overseas, with a strong emphasis on
3 United States investments, through an entity called “Qatar Investments.” It appears to be an
4 aim of the Al-Thani Royals to sway public opinion of U.S. citizens towards Qatar through
5 employing this investment strategy.

6 20. Defendant Al-Rumaihi, himself a member of the Qatar royal family, holds
7 himself out as one of the heads of Qatar Investments. Defendant Al-Rumaihi is the same
8 former diplomat who is responsible for an aborted attempt, resulting in litigation,
9 surrounding the purchase of a \$100 million townhouse at 19 E. 64th Street, New York City –
10 in what would have been the most expensive townhouse purchase in the history of New York
11 City at the time. Six months after agreeing to buy the property, and the day before the
12 closing of the transaction, Qatar backed out of the deal.

JUSTIA Dockets & Filings	
1964 Realty LLC v. Consulate of the State of Qatar- New York et al	
Plaintiff:	1964 Realty LLC
Defendant:	Consulate of the State of Qatar- New York and New York Land Services Inc.
Case Number:	1:2014cv06429
Filed:	August 12, 2014
Court:	New York Southern District Court
Office:	Foley Square Office
County:	New York
Presiding Judge:	Edgardo Ramos
Nature of Suit:	Other Contract
Cause of Action:	28:1332
Jury Demanded By:	None



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19
20 Al-Rumaihi (right) with his spurned broker, March 2014, NYC
21 21. Upon recent investigation, it has been uncovered that in the lawsuit filed
22 against the Consulate of the State of Qatar in connection with this failed \$100 million real
23 estate transaction, 1964 Realty LLC v. Consulate of the State of Qatar (1:14-cv-06429-ER,
24 SDNY), Defendant Qatar tried getting out of the deal by arguing that Defendant Al-Rumaihi
25 misrepresented his credentials and did not have authority to enter into the deal on behalf of
26 Qatar. From the Court’s Order to Deny Qatar’s Motion to Dismiss:

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

1964 REALTY LLC,

Plaintiff,

– against –

CONSULATE OF THE STATE OF QATAR-
NEW YORK,

Defendant,

NEW YORK LAND SERVICES INC.,

Stakeholder Defendant.

OPINION AND ORDER

14 Civ. 6429 (ER)

Plaintiff maintains that it “has done what the law requires,” specifically, “it pled that the Consul General . . . signed the Agreement on behalf of Defendant; that the Agreement was legally binding, constituted a commercial transaction, and explicitly waived sovereign immunity; and that Defendant breached the Agreement to Plaintiff’s detriment.” Pl.’s Mem. L. Opp., Doc. 25 at 1. In turn, Defendant argues that: (1) Al-Rumaihi lacked the authority to enter into the Agreement on behalf of the foreign state of Qatar; and (2) since Al-Rumaihi was neither authorized to engage in the commercial transaction of purchasing the Property or waive sovereign immunity by signing the Agreement, neither exception applies. Def.’s Mem. L. Supp. Mot. Dismiss, Doc. 22 at 9-11.

22. Recently, Mr. Rumaihi’s Wikipedia page reflects frequent edits removing negative history about this and other transactions. Under a cloud of this and other allegations, Mr. Rumaihi was recalled back to Doha, Qatar. But he would soon resurface.

23. Qatar Investments claims it is capable of deploying \$35-100 billion overseas in investments. However, its interactions with the Big3, which appears to be an exemplar of how it conducts business overseas, is a cautionary tale for others looking to do business with Qatar. Specifically, Defendants did not fund their obligations to the Big3 to the sum of a mere 5 million dollars, delaying payments in an effort to extract control of the league. When those efforts failed, they attempted other improper and coercive means of influence peddling to achieve their goals. When that failed, and Defendants conduct was exposed, Defendants sought to defame the Big3 leadership with ludicrous charges in order to destabilize the league so that their proxies could be installed instead.

24. Whether by design or otherwise, Defendants’ constant excuses for not paying – literally blaming their “sinuses,” “going on hikes,” or that it had been a “long day bro,” in text messages – reflects an amateurish, undignified approach to business which is hard to believe is countenanced by a royal family such as the Al-Thani’s. While Mr. Rumaihi flaunted his resources losing over \$700,000 in a few hours of gambling after the BIG3 championship in Las Vegas last August, he somehow was still unable to muster up the \$5 million that at that time was already two months overdue to BIG3.

25. At a time when Defendants boast of hosting the 2022 World Cup, their tortious and reckless conduct directed at the Big3 and the basketballs stars and legends affiliated with the league, is potentially an ominous foreshadowing of what is to come.

Ayman Sabi:

26. Defendant Ayman Sabi is not a relative of the Qatari royal family, although he made claims to be a board member of the Qatar Investment Authority. He also bragged of being a board member of an Abu Dhabi government fund, a claim he even acknowledged as putting him in a “strange” position since that would make him an advisor and agent to two countries on opposing sides of the blockade. BIG3 former President and Commissioner, supported these claims as did Mr. Rumaihi. Defendant Sabi indeed had at least a previously established business relationship with Defendants Al-Rumaihi and Al-Hamadi; two months after they were assigned to Vice Chairman and Chairman positions respectively in March 2017 of two Qatari food companies registered in Australia, they made Mr. Sabi a director.

27. To the surprise of BIG3 executives who understood Mr. Sabi to be a Qatari national as told to them by the former BIG3 Commissioner and President, by Mr. Rumaihi, and by Mr. Sabi himself, Defendant Ayman Sabi is an *American citizen* who lives in Miami. In fact, although born in Tripoli, Libya in 1963, Defendant Sabi migrated to the United States and has been a resident here since at least the early 1980’s. He studied at North Carolina State University and in 1989 founded a company “Sabi International Developments Inc” in Raleigh, North Carolina which he then merged with “Medvast Inc” in 1993 and interestingly based its headquarters in Cyprus.

28. Mr. Sabi later became the chief executive of a barbeque restaurant chain known as “Roadhouse Grill,” which was the subject of a federal securities class action and was forced into involuntary bankruptcy in 2002.

Case 0:02-cv-60493-JEM Document 22 Entered on FLSD Docket 07/26/2002 Page 1 of 60

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

RON SEARS, et al., Individually And On Behalf of
All Others Similarly Situated,

Plaintiffs,

vs.

ROADHOUSE GRILL, INC., VINCENT TAN, and
AYMAN SABI,

Defendants.

Case No. 02-60493-Ch-
Middlebrook

JURY TRIAL DEMANDED

**AMENDED CLASS ACTION COMPLAINT FOR
VIOLATIONS OF FEDERAL SECURITIES LAWS**

Plaintiffs have alleged the following based upon the investigation of plaintiffs’ counsel, which included a review of United States Securities and Exchange Commission (“SEC”) filings by Roadhouse Grill, Inc. (“Roadhouse Grill” or the “Company”), as well as regulatory filings and reports, securities analysts’ reports and advisories about Roadhouse Grill, press releases and other public statements issued by Roadhouse Grill, and media reports about Roadhouse Grill, and plaintiff believes that substantial additional evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

Roadhouse Grill loses \$12.8 million

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Mar 27, 2002, 4:21pm EST Updated Mar 27, 2002, 1:21pm

IN THIS ARTICLE

Forced into involuntary bankruptcy earlier this year, Pompano Beach-based Roadhouse Grill (NASDAQ: GRLL) reported a net loss of \$12.8 million, or \$1.32 a share, for the first nine months ending Jan. 27.

That's a slight improvement over a loss of \$13.8 million, or \$1.42 a share during the same period last year.

For the company's third quarter for fiscal year 2002, it reported a loss of \$1.6 million, or 17 cents a share, compared with a loss of \$10.8 million, or \$1.11 a share, for the same period last year.

Roadhouse Grill, which has five locations in metro Orlando, owns and operates 73 full service, casual dining restaurants. It also franchises seven other locations and has one joint venture location.

During the quarter, store sales decreased 5.2 percent from the same period last year.

President and CEO Ayman Sabi says the decrease in sales was due primarily to 13 unprofitable stores, which were closed as part of the company's restructuring plan.

1 29. Mr. Sabi claims to be connected with the rich and powerful internationally, but
2 it appears his most substantial connection was his fortuitous encounter, following the
3 bankruptcy of Roadhouse Grill, with Defendant Al-Rumaihi. Although the circumstances of
4 how Defendants met are unclear, Mr. Sabi had a fellowship with Shlomy Alexander also
5 from Miami. More interestingly, Shlomy is the father of Oren and Tal Alexander, the same
6 brokers who “sold” the \$100m townhouse to Defendant Al-Rumaihi in 2014.

7 30. In another unexplained stroke of “luck,” Defendant Sabi connected with Big3’s
8 former President and Commissioner who would vouch for him and bring him and his
9 partners to the league as accomplished businessmen with international connections, stating
10 that their involvement with the league would be critical for the Big3’s expansion.

11 31. His partners included the aforementioned Defendants Al-Rumaihi and Al-
12 Hamadi, and they stated they also spoke for Defendant Sheikh Al Thani, half-brother of the
13 Emir of Qatar himself, who would be able to provide capital and connections to greatly
14 expand the Big3. While the league had just debuted successfully to an unexpectedly large
15 audience of over 15,000 at New York’s Barclay’s Center and experienced more than three
16 times the expected ratings on Fox Sports, the Qatari group made large promises including the
17 ability to move quickly. What the former Commissioner and Mr. Sabi failed to disclose is
18 that Mr. Sabi was in a secret, romantic relationship with the former Commissioner’s sister.

19 32. The former disgraced Commissioner emailed other Big3 executives following
20 their successful debut: **“Ayman [Sabi] and his partner are seriously interested in taking**
21 **the remaining equity available for BIG3. They add an incredible amount of value and**
22 **would be strategic in the growth internationally.”** Shortly thereafter, the Commissioner
23 and President demanded (and received) a substantial “finder’s fee” from Defendants for
24 introducing these individuals to the league.

25 33. And while Mr. Sabi boasted of his vast connections and promised he would
26 deliver international sponsors and develop international media relationships for Big3 with a
27 focus on the Middle East and China, he failed to deliver on any of his claims. In fact,
28 Defendant Sabi was not even permitted to revisit China recently based on “issues” with his
Visa. It has also been uncovered that despite holding himself as an agent of Qatar, Defendant
Sabi is not registered under the Foreign Agents Registration Act (FARA).

1 34. Instead of delivering value to the Big3, it is now clear that the Qatari group
2 was unitarily focused on procuring influence in the United States for the Al-Thani regime
3 through controlling a league made up of NBA stars and legends such as Clyde Drexler,
4 Chauncey Billups, Corey Maggette, Jermaine O'Neal, and Dr. J among many others
5 affiliated with the Big3.

6 **"Sport Trinity"**

7 35. Defendant Sabi introduced his partners to the Big3, including Defendant Al-
8 Rumaihi and Defendant Al-Hamadi. Defendant Sabi explained that Defendant Al-Rumaihi,
9 Defendant Al-Hamadi, and their benefactor Defendant Sheikh Mohammed bin Sau Al Thani
10 were members of the Qatar royal family and ran Qatar Investments.

11 36. Defendant Sabi explained that he also represented Qatar and was an agent on
12 their behalf, and that his partners were in direct discussions with other members of the royal
13 family, the Qatar Investment Authority, and the Emir himself about their potential
14 investment in the Big3. Defendant Sabi stated that he and his partners loved basketball,
15 especially the Emir. Defendant Sabi stated that he and his partners wanted to invest in a
16 successful sports league in its infancy, and to assist with the international growth of the
17 league.

18 37. In truth, it turned out that Defendants involvement with the Big3 was more
19 about perceived influence in America and Defendants seeking to get positive public relations
20 for Qatar.

21 38. During the Big3 summer season and then beyond, it became apparent that
22 Defendants were focused on improving the image of Qatar in light of the blockade and the
23 now desperate need to improve rapidly deteriorating international relations beginning to
24 create an existential threat to the small Gulf nation. They also believed BIG3 could distract
25 from Qatar's controversies surrounding it's 2022 World Cup. Qatar has also experienced
26 controversies surrounding its own basketball programs. In 2011 amidst charges it
27 "imported" players resulting in FIBA Asia suspending five of its players, Sheikh Saud bin
28 Ali Al Thani was forced to resign from his post as Qatar Basketball Federation (QBF)
President. Defendants saw involvement in BIG3 as an opportunity to be heroes to the Emir
for restoring prestige to Qatar and the Al Thani family in the sport of basketball.

1 39. Going back to on or around July 7, 2017, Defendant Sabi sent the Big3 a term
2 sheet for the purchase of equity in the company and requested a 30 percent stake in the Big3.
3 The Big3 rejected, out of hand, the request for 30 percent of the company, but ultimately
4 agreed to a much smaller, passive, minority stake in the company. Thereafter, Defendants
5 formed Sport Trinity LLC in Delaware, and entered into a Unit Purchase Agreement on or
6 around July 14, 2017. The terms of the Unit Purchase Agreement were simple. Sport
7 Trinity was to pay Big3 \$11.5 million upon the signing of the Agreement. Separately, Sport
8 Trinity was to pay the Big3 an additional \$9 million in sponsorship money over three years
9 which Sport Trinity claimed it could easily obtain from sources such as airlines and media
owned and controlled by the Al-Thani family.

10 40. Instead of paying the full \$11.5 million, Sport Trinity only paid \$6.5 million
11 and an additional \$1 million in December 2017 and claimed that the rest of the money was
12 “on its way” but was delayed due to certain transfer restrictions on Qatar.

13 41. Big3 has since learned that Defendants intentionally failed to fully fund the
14 Big3 as a part of a business strategy it deploys wherein it partially funds a company,
15 withholds the remaining funds to deprive the company of critical operational support, and
16 demands larger equity stakes and operational control in exchange for money it already owes
17 – all the while seeking influence within the company by attempting to lavish others with gifts
18 and bribes. Alternatively, it is quite possible the wealth Defendants boast of is a mere
19 façade.

20 The Big3 Season

21 42. The inaugural BIG3 season took place June 2017 through August 2017.
22 Games were held across the United States. Upon entering into the Unit Purchase Agreement,
23 Defendants began attending games and demanded courtside seats for themselves, relatives,
24 and friends. As seen below, Defendants Al-Rumaihi and Defendant Sabi were frequently
25 photographed courtside and invited the Big3 staff and players to party with them after
26 games.
27
28



43. Over time, the BIG3 investors and founders became uncomfortable with the assertive and in-your-face presence of these small minority stakeholders at games and at the hotels where players and staff stayed. Yet, efforts were made by Plaintiffs to do their best, at first, to be accommodating and cordial in the interest of maintaining a positive relationship with individuals originally perceived as legitimate investors.

44. Following the season, in another bizarre turn of events, Defendant Al-Rumaihi moved his residence to Los Angeles, California, and rented two mansions – one in Venice peculiarly close (just blocks away) from where the founders of the BIG3 lived - and one in Beverly Hills where he would host parties for employees of BIG3 along with imploring the founders to attend “out of respect.” (The founders rejected invitations to Defendant Al-Rumaihi’s Beverly Hills mansion, although other employees including the former Commissioner frequently attended). Defendant Sabi also rented a Malibu residence where he and his girlfriend, Adrienne Mason (sibling and affiliate of former BIG3 commissioner) also took up residence.

Collection Efforts and Failure to Pay

45. During the season, and immediately thereafter, consistent and persistent efforts were made by Big3 founder and Plaintiff Jeff Kwatinetz to collect on the remaining millions of dollars owed. Mr. Kwatinetz attempted to balance being polite to Defendants and to avoid

1 the implication that the royal family could not afford to pay, with the need to protect the
2 BIG3 and its investors who all fully funded their obligations.

3 46. By way of just one, of many, examples of emails sent by Plaintiff Kwatinetz,
4 on or around August 30, 2017, Plaintiff Kwatinetz emailed Defendant Al-Rumaihi that he
5 was **“getting a little nervous”** that Defendants had not fully funded their contractual
6 commitment.

On Aug 30, 2017, at 1:33 AM, Kwatinetz, Jeff
<jek@thefirm.la> wrote:

Ok fly safe and I hope your deal works out.

I realized this am that we still haven't gotten the last 5m
funded either so we really need that to happen. Getting a
little nervous since we keep telling everyone NO when it
comes to additional funding.

Had a great time hanging. We are going to finish the China
deck tomorrow and get that going and Im working on
getting the players all signed up for the next season and that
is going well. Hitting the ground running!

From: Ahmed Al-Rumaihi [<mailto:chi974@icloud.com>]
Sent: Tuesday, August 29, 2017 3:30 PM
To: Kwatinetz, Jeff <jek@thefirm.la>
Subject: Re:

Hey bro,

I just boarded my flight to Doha, but I will be back
by next Tuesday to NYC or LA. Please let me know
if you want or need anything from Doha.

Sent from my iPhone

17 47. Throughout the Fall 2017, Defendant Al-Rumaihi and Defendant Sabi
18 continued to make excuses why they couldn't pay. Defendant Al-Rumaihi repeatedly
19 blamed Defendant Sabi for the failure to pay; Defendant Sabi repeatedly blamed political
20 issues affecting the Qatar Investment Authority for not being able to get access to the money.

21 48. At all times, Defendants continued their flattery, congratulating the Big3
22 founders in emails and text messages about the remarkable success of the league.
23 Defendants sent nothing but positive emails and messages about the leadership of the league.

24 49. On or around November 2017, Defendant Al-Rumaihi made a final personal
25 appeal to Defendant Kwatinetz to pay if Defendant Sabi couldn't: **“Look me in the eyes. I**
26 **swear on my children's lives I will pay you personally by mid to end of January if**
27 **Ayman [Sabi] doesn't pay.”**
28

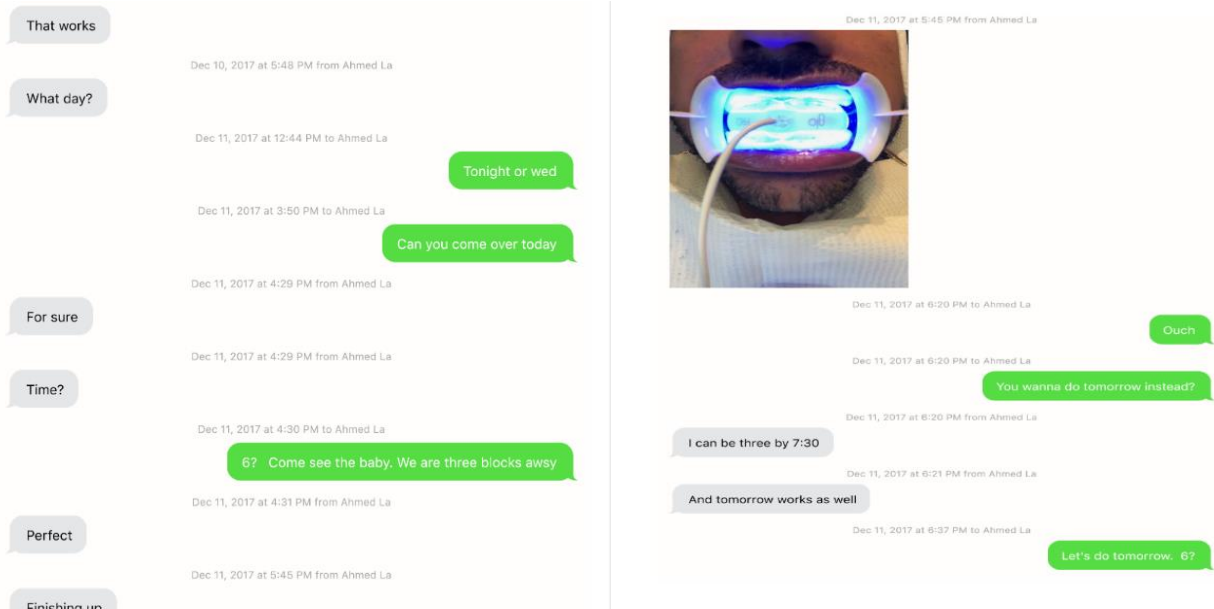
1 50. In fact, Defendant Al-Rumaihi claimed that he would get the money directly
2 from the Qatar royal family and Qatar Investments if Defendant Sabi and Sport Trinity were
3 unable to pay. However, Defendant Sabi did not pay and Defendant Al-Rumaihi did not keep
4 his word, despite his bizarre and gratuitous appeal on the lives of his children.

5 51. Instead, Plaintiff Kwatinetz had to continue chasing down Defendants for
6 payment until Plaintiffs simply had enough and refused to be victims of what was clearly a
7 premeditated scam, or frankly, an inability of the Defendants to afford the share purchases or
8 to make good on the \$9 million in sponsorship money.

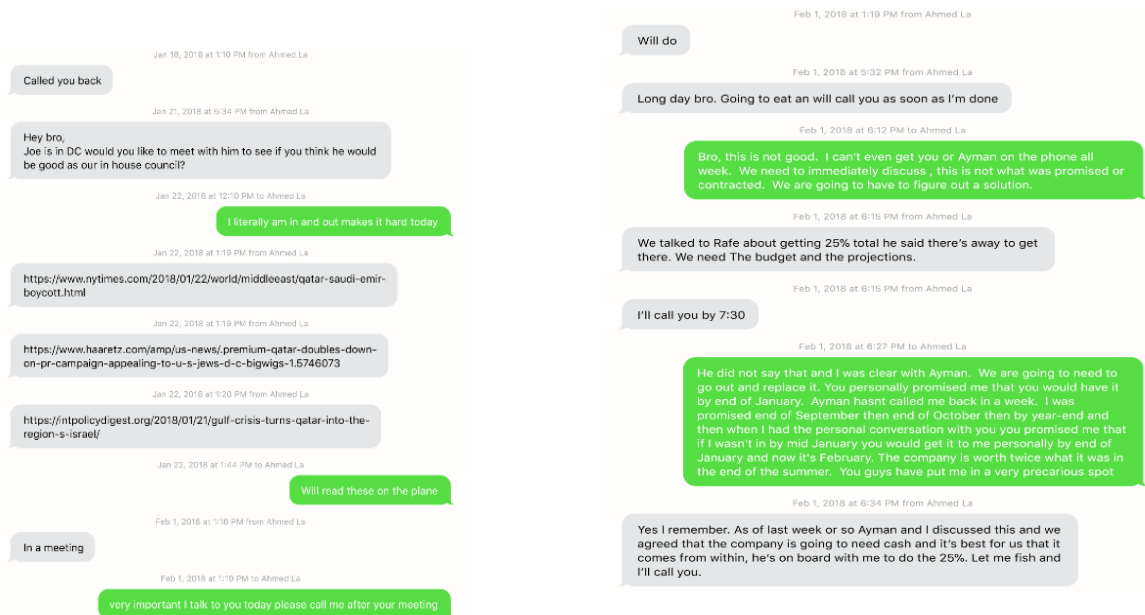
9 52. Defendant Al-Rumaihi also began to demand that, despite the short window for
10 planning such a major event, that BIG3 arrange for the 12-15 best BIG3 players to play
11 exhibition games in Doha, Qatar specifically in mid-February. Plaintiffs explained that
12 players would not all be available and ready in training and to play but he would attempt to
13 make it happen if a written offer was made, but also explained holding a one-off event would
14 be a huge financial risk and that with more time several other locations could be secured
15 making it financially worthwhile and logistically viable for the player and coaches. It was
16 painfully clear that Defendants had no understanding of the logistics such an event would
17 require. To no surprise given that Defendants still owed millions to BIG3 and had exhibited
18 a clear pattern of lies to get what they wanted, no such written offer ever came.

19 53. Plaintiffs Kwatinetz and Defendant Al-Rumaihi continued exchanging a series
20 of text messages which show the varying, and at times peculiar and embarrassing, excuses
21 made by Defendant Rumaihi (a purported member of the Qatar royal family) to avoid paying
22 the BIG3. Notably, in the text messages, Defendant Al-Rumaihi concedes that he owed the
23 BIG3 money since July 2017, that he clearly remembers his discussions promising to pay,
24 but instead makes excuse after excuse.

25 54. Specifically, on or around December 10 and 11, 2017, Mr. Kwatinetz
26 attempted to set up a meeting with Defendant Al-Rumaihi who instead of substantively
27 responding sent a picture of his teeth being worked on, apparently to conjure sympathy.
28

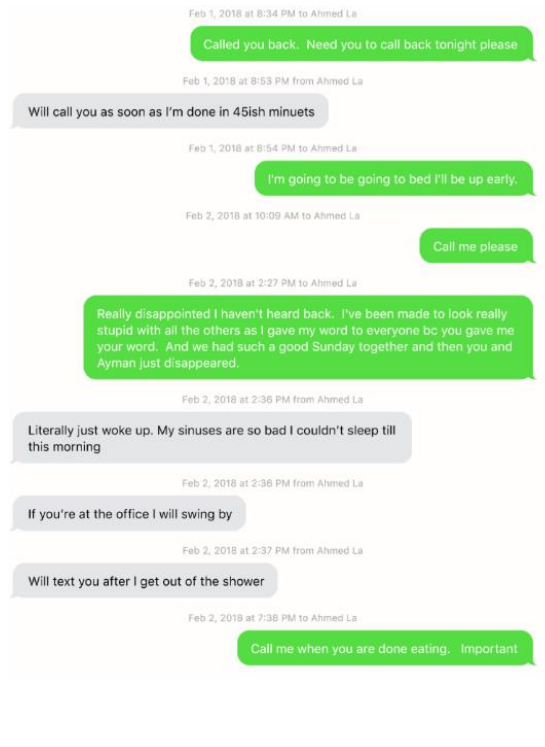


55. Further, instead of paying what he owed, Defendant Al-Rumaihi would send Mr. Kwatinetz news articles regarding political issues facing Qatar and would respond to important meeting requests by saying, “long day bro. . .”



56. In addition to these excuses, Defendant Al-Rumaihi also frequently boasted of his friendship to Senator John McCain and throughout these months blamed not being able to have time to get the funds because he was purportedly busy visiting Senator McCain in the hospital.

57. Further, on or around February 2, 2018, when Plaintiff Kwatinetz confronted Defendant Al-Rumaihi about how “disappointed” he was over Defendants failure to pay and how Plaintiff Kwatinetz “**was made to look really stupid with all the others as I gave my word to everyone [because] you gave me your word . . . and you and Ayman just disappeared,**” Defendant Al-Rumaihi responded *at 2:36 PM in the afternoon*, “**Literally just woke up. My sinuses are so bad. . .**”



58. Again, on or around February 3, 2018, when Mr. Kwatinetz explained, “**I need to hear from you immediately or I am assuming that we are not resolving this. . .**” Defendant Al-Rumaihi emphasized that he was “**hiking,**” and that he was going to get ready for the memorial for the death of BIG3 player Rasual Butler he knew Mr. Kwatinetz was attending so they could speak there. Defendant Al-Rumaihi responded, “**When we last spoke I told you we were resolving this.**”

Feb 2, 2018 at 7:43 PM from Ahmed La
Will do

Feb 3, 2018 at 11:50 AM to Ahmed La
Please call me

Feb 3, 2018 at 2:55 PM to Ahmed La
I need to hear from you immediately or I'm assuming that we're not resolving this based on the information I received

Feb 3, 2018 at 3:16 PM from Ahmed La
Was hiking, I called you back, you didn't answer, I'm getting ready to go to the memorial. I will call you when I'm in the car. I don't know what information you're referring to.

Feb 3, 2018 at 3:17 PM from Ahmed La
When we spoke last I told you we are resolving this.

Feb 3, 2018 at 3:19 PM to Ahmed La
I'm here we can talk afterwards

Feb 3, 2018 at 3:20 PM from Ahmed La
Cool

Feb 3, 2018 at 4:38 PM from Ahmed La
When are you leaving?

Feb 3, 2018 at 4:48 PM to Ahmed La
Soon. Been here since 245

59. Mr. Al-Rumaihi did not enter the memorial but instead waited in his Bentley until it was over and Mr. Kwatinetz and the other grieving attendees began to exit. Mr. Al-Rumaihi exited the car and approached Mr. Kwatinetz on the sidewalk in view of grieving friends and relatives to inform him all “would be worked out.” When Mr. Kwatinetz asked if the remaining millions would be wired in to the BIG3 account by the following Monday as outlined in the legal correspondence, Mr. Al-Rumaihi said no and that he needed 25% of the league and Ayman to be COO and that Mr. Kwatinetz should show him “respect as a royal family member.” Mr. Kwatinetz informed him that respect came with paying monies owed now over six months and refraining from constant lies. Al-Rumaihi became incensed and loudly screamed at Mr. Kwatinetz and threatened his life and his family noting “You don’t know who I know in LA and what they’re capable of. You should think of your safety and the safety of you and your family.” Kai Henry intervened as many mourners started glaring at Mr. Al-Rumaihi, although Kai claimed to others not to have heard the content of the threats. Mr. Kwatinetz immediately left and drove home employee Angelica Cobb who he immediately told of the threats. Mr. Kwatinetz then called his wife as well as Ice Cube to inform them of the threats on his and his families lives. His wife was especially nervous at home with a newborn as Mr. Al-Rumaihi had maintained a residence a mere two blocks away from them. Mr. Kwatinetz hired security to protect himself, his family and his employees. He later learned that Mr. Rumaihi started to employ the services of numerous armed “security” who were seen on the premises of his Beverly Hills estate.

60. In short, Defendant Al-Rumaihi never fulfilled his promise and contractual obligations. Defendant Sabi's communications with Plaintiff Kwatinetz are similar.

61. Up until the BIG3 filed Arbitration and initiated its independent corruption investigation into the conduct by Defendants, Defendant Sabi's emails and text messages all included over-the-top, indulgent, praise about much he "loved" and "admired" Plaintiff Kwatinetz and Ice Cube.

62. Defendant Sabi would frequently ask Plaintiff Kwatinetz how "daddyhood" was going as Plaintiff Kwatinetz's wife recently had a baby.

63. Defendant Sabi would also tell Plaintiff Kwatinetz that he was going to Qatar, or as he called it "Q," to meet with his "best friends" from the royal family where he would get the money they owed the BIG3 and where and when he would also get sponsors for the BIG3 – neither of which actually ever took place.

64. For example, in text messages from November 1, 2017, Mr. Sabi stated in reference to his trip to Qatar: **"I'm heading to Q to wrap all shit up. From all indications that should b done with all this coming week."**

Love you. Thinking of you guys

Nov 1, 2017 at 9:11 PM from Ayman Sabi

Bro! How is daddyhood treating u? Hope all is great.

Nov 1, 2017 at 9:12 PM from Ayman Sabi

I'm heading back to Q to wrap all shit up. From all indications that should b done with all this coming week.

Nov 1, 2017 at 9:13 PM from Ayman Sabi

Also, Vice Chairman of BeIn sports has scheduled meeting with him and the senior staff for Monday the following week and then I'm heading to LA after that.

Nov 1, 2017 at 9:44 PM to Ayman Sabi

Awesome. I'm loving daddyhood

Nov 1, 2017 at 10:15 PM from Ayman Sabi

It fits you. I know ur going to be an awesome dad. Miss and love u guys

65. After exchanging pleasantries during Christmas 2017, Defendant Sabi then took the approach of ignoring phone calls and avoiding meetings and encounters with Plaintiff Kwatinetz.

66. Between January 17, 2018, and February 1, 2018, Defendant Sabi ignored repeated phone calls from Plaintiff Kwatinetz to avoid paying what he owed the Big3.

67. On or around February 1, 2018, when Plaintiff Kwatinetz expressed his frustration for being childishly ignored, Defendant Sabi responded with **“Hola Bro . . .Sorry for the delay, I have had overseas guests and family all this week. I will call you soon.”**

68. After Plaintiff Kwatinetz stated that this was **“starting to get to a bad place,”** Defendant Sabi did not respond further. The following exchange took place:

Greetings bro, wishing you and [REDACTED] a very Merry Christmas and Happy Holidays

Dec 26, 2017 at 3:32 PM to Ayman Sabi

Same to you my friend, I look forward to getting to know you more and more

Jan 17, 2018 at 11:07 AM from Ayman Sabi

Good luck at Dr's. My love to family. R u free for us to get together over coffee or drinks this evening or tomorrow ?

Jan 17, 2018 at 11:47 AM to Ayman Sabi

I have a premiere tonite for Cube's son.

Jan 17, 2018 at 11:50 AM from Ayman Sabi

K. Let me know about tomorrow

Feb 1, 2018 at 1:18 PM to Ayman Sabi

Bro really need to talk to you. Call me

Feb 1, 2018 at 1:36 PM from Ayman Sabi

Hola bro. Will do. Sorry for delay. I Have had overseas guests and family all this week. Will call you soon.

Feb 1, 2018 at 6:13 PM to Ayman Sabi

This is starting to get to a bad place. Not even getting a callback for a week given the circumstances.

Feb 1, 2018 at 8:36 PM to Ayman Sabi

Ok, I'm assuming you aren't calling Tonight

Big3 Initiates Legal Action Against Sport Trinity

69. To protect their legal rights under the Unit Purchase Agreement, and to protect the rights of all of its other investors who fully funded and conducted themselves professionally and with dignity, Plaintiffs retained the services of a law firm which sent a demand letter to Defendants on February 2, 2018.

70. Despite being repeatedly lied to, Plaintiffs in their February 2, 2018 letter still gave Defendants the opportunity to cure their breach and make the payment they owed since July 2017. Plaintiffs provided wiring instructions to Defendant. Attached hereto as Exhibit “A” is a true and correct copy of the letter.

71. Defendants, through their attorneys responded by letter on February 5, 2018, and brazenly requested a further extension of time, claiming that Defendants were in discussions with individuals at the BIG3. Attached hereto as Exhibit “B” is a true and correct copy of the letter.

72. On February 11, 2018, Plaintiff responded through counsel, providing the history of nonpayment by Defendants, stating that the BIG3 was not in fact in communication with Defendants, and that Plaintiffs were now compelled to file legal action against Defendants. Attached hereto as Exhibit “C” is a true and correct copy of the letter.

73. On or around February 14, 2018, Big3 commenced an Arbitration in JAMS against Sport Trinity LLC, *In the Matter of Big3 LLC v. Sport Trinity LLC*, JAMS Case No. 1100089671.

Investigation of Defendants

74. After commencing Arbitration, the founders of BIG3 reached out to its then commissioner to inform him about the Arbitration and the indisputable evidence supporting it. The since fired Commissioner stated he was “friends” with Defendant Sabi and Defendant Al-Rumaihi and thus “did not want to get in the middle of it.”

75. This statement by an employee getting the highest salary in the league plus stock was unsettling and raised significant alarm at the league offices, as the commissioner and highest paid employee of the BIG3 should not have had a conflicted allegiance when Defendants were refusing to pay and attempting to shakedown the league which, among other things, paid the commissioner's salary.

76. Worse yet, with knowledge that the BIG3 was in Arbitration against Defendants, the since fired Commissioner took to Instagram in February and March 2018 to post images of himself with Defendants at the Beverly Hills Mansion they recently rented

and to post selfies at the mansion, with hashtags such as “More life less stress,” “#family,” and “#makingmoneymoves”

77. Here are just some of the photos posted on Instagram:



78. As a result of the Arbitration filed by the BIG3 against Sport Trinity, the photographs posted on social media after the Arbitration, and the statements made by the BIG3’s former commissioner, the BIG3 initiated an independent investigation.

79. The purpose of the independent investigation was so that the BIG3 could gather facts and provide staff and employees a fair process to explain and discuss their conduct and relationship with Defendants and the State of Qatar. On or around February 22, 2018, the investigator sent the following letter to various executives and employees, including former Commissioner:



February 22, 2018

VIA ELECTRONIC MAIL
nmason8@gmail.com

Mr. Roger Mason
166 Alpine Drive
Closter, New Jersey, 07624

Re: Independent Investigation

Dear Mr. Mason:

Macias Counsel, Inc. has been recently retained by Big3 LLC (the "Company") to conduct an independent investigation into potential conflicts of interest by and between certain employees and affiliates of the Company and certain outside entities and individuals with interests adverse to the Company. Based on your relationship with the Company, it is your obligation to provide complete and expeditious cooperation as we conduct our investigation. We will be conducting interviews in the next two weeks in Los Angeles, California. Please provide me with preferred dates and times so that we may schedule an interview with you. The interviews will be recorded by audio and/or by a certified stenographer. We estimate that the interview will take no more than five (5) hours to conclude.

We additionally request that you preserve all email communication, text message communication, social media communication, and any other form of communication by and between yourself and the following: (1) Sport Trinity LLC, (2) Qatar Investment Authority, (3) Ahmed Al-Rumaihi, (4) Ayman Sabi, (5) Faisal Al Hamadi, (6) Ali Al-Thawadi, (7) Khalifa Al-Jaidah, and (8) Adrienne Mason. I look forward to meeting with you soon.

Very truly yours,

MACIAS COUNSEL INC.

A handwritten signature in dark ink, appearing to read 'Sean E. Macias', is written over a horizontal line.

Sean E. Macias, Esq.

901 West Colorado Blvd., Pasadena, California 91105
Voice (626) 449-7777 Fax (626) 449-7777
www.maciascounsel.com

80. Although certain individuals declined interviews including Roger Mason and Kai Henry, it was later learned that Defendants sought improper influence in the league by (1) investing and attempted to invest in personal projects of now former employees, (2) sought to bribe former employees, (3) providing former employees with gifts including trips to St. Tropez and Ibiza, (4) providing the use of their \$800,000 Bentley, (5) and using their Beverly Hill mansions for lavish parties.

Defamation and Trade Libel Against Big3, its Founders, and its Players:

81. Following the Big3 filing Arbitration and initiating an independent investigation, Defendants were removed from all rights and privileges in the league. Regardless, Defendants continued to communicate with the now former employees, and sought to use these individuals (wittingly or unwittingly) to undermine the existing leadership in the league.

82. Through its own investigation, the BIG3 obtained email records reflecting efforts to undermine the league. During the week the independent investigator was intending on conducting interviews, it was learned that the former Commissioner took a trip to China for business that was not related to the BIG3. He did not inform any of the executives at the

1 BIG3, some of who had spoken to him while he was in China, of his whereabouts. While in
2 China, he was in close communication with Defendant Sabi.

3 83. The BIG3 also came to learn that a player in the league named Jerome
4 Williams was also in China. At that time, Jerome Williams was an informal leader among
5 the BIG3 players and communicated on behalf of the interests of players to management.
6 Unlike the former Commissioner, Mr. Williams had no formal management role with the
7 BIG3. Mr. Williams considered himself to be a good friend of the Commissioner at that time.

8 84. On around March 7, 2018, while in China, the former Commissioner set up a
9 phone call between Jerome Williams and Defendant Sabi.

10 85. On the call, Defendant Sabi falsely claimed (1) he and his partners were the
11 lead investors in the Big3, (2) he and his partners had already paid \$21.5 million to the Big3,
12 (3) he and his partners wanted to give millions of dollars more to the BIG3 and to charities
13 affiliated with players, but that BIG3 and Jeff Kwatinetz and Ice Cube were preventing this
14 from happening, (4) they had offered BIG3 \$1.5 in additional funds for free to help promote
15 the league during the All-Star weekend, and (5) he and his partners were now forced to sue
16 the Big3 which could destroy the league. Defendant Sabi did not disclose that he and his
17 partners actually owed the BIG3 millions of dollars and that, in fact, BIG3 had already filed
18 an Arbitration based on the nonpayment against Defendant Sabi and his partners.

19 86. In addition, Defendant Sabi (and, upon information and belief, with the
20 support of his co-conspirator Defendants) having found himself with no influence in the
21 league other than his connection to former Commissioner and other employees who were
22 given gifts, sought to retaliate against the BIG3.

23 87. Specifically, Defendant Sabi aided and abetted in the former Commissioner
24 making the false allegation that Plaintiff Kwatinetz referred to African American players in
25 the league *according to a former employee* as “Rich Nigg*s.” Defendant Sabi and former
26 Commissioner recognized that such a statement was clearly false and defamatory, and thus
27 they claimed that although they never heard such a statement, a “former employee” did.

28 88. The former employee they credited with hearing this was Kai Henry, who was
plied with gifts and vacations by Defendants, rode around in Defendant’s Bentley, and was a
frequent visitor to Defendants Beverly Hills mansion. Further, after being terminated, former

Commissioner and President repeated the allegation in a widely distributed press release where he claimed a “former employee” heard the statement.

89. After his call with Defendant Sabi, Jerome Williams was instructed by former Commissioner that they needed to call Chauncey Billups, a very influential retired NBA player who plays in the BIG3.

90. Like Mr. Williams, Mr. Billups had an important informal role in communicating concerns between players and management in the BIG3. The purpose of this call was to communicate all the false and defamatory information that Defendant Sabi had just told Jerome Williams to Mr. Billups, with the intent by Defendant Sabi to remove Plaintiff Kwatinetz and Ice Cube from their leadership roles.

91. Because Mr. Billups was busy, he requested that Jerome Williams send him an email of what Defendant Sabi had stated. Former Commissioner asked that he be blind-copied on the email to confirm what was stated was true, which he subsequently confirmed (falsely) to Jerome Williams after the email was sent.

92. Plaintiffs obtained a copy of the email during their investigation. Plaintiffs also obtained a declaration from Jerome Williams stating why he wrote that email and what former Commissioner and Mr. Sabi told him. Attached hereto as Exhibit “D” is a true and correct copy of the declaration of Jerome Williams, confirming the defamatory statements made to him by Defendants

93. Attached hereto as Exhibit “E” is a second declaration from Jerome Williams, wherein Jerome Williams – a friend of former Commissioner – confirms that he told him in China that **Kai Henry** was the “former employee” who heard Plaintiff Kwatinetz call the BIG3 players “Rich Nigg*s.”

94. Plaintiff Kwatinetz never had and never would make such a statement; he is married to a woman who is half black, and he has devoted his life to civil rights and equal rights for all. Further, Mr. Kwatinetz has been a manager and trusted advisor to Ice Cube for decades who would not tolerate any form of intolerance. Indeed, Defendant Sabi intended for the false allegations to do maximum damage and create a leadership vacuum in the league.

1 99. Mr. Kwatinetz did say to Mr. Henry that Defendants were “bad people” but
2 only because they failed to pay the millions they owed Big3, harmed players and the league,
3 and then lied about paying on the lives of their children.

4 100. Mr. Henry blamed the non-payment on lies perpetuated by Mr. Sabi, but Mr.
5 Kwatinetz then ended the conversation letting Mr. Henry know they expected to find out the
6 truth as an independent investigation had just been opened and everyone would be
7 questioned on their relationships with the Defendants.

8 101. The very next day, Mr. Henry suddenly and suspiciously quit, blaming anti-
9 Arab sentiments (falsely) of Mr. Kwatinetz. Mr. Henry informed the independent
10 investigator he would not be answering any questions.

11 102. Mr. Henry was not only a 12 year friend, but had worked with, and around, Mr.
12 Kwatinetz during that time. Mr. Henry had always been complimentary and positive about
13 Mr. Kwatinetz, and attended Mr. Kwatinetz’s wedding where he witnessed Mr. Kwatinetz’s
14 wife being walked down the aisle by her black father, and Mr. Henry had witnessed Mr.
15 Kwatinetz fight on behalf of minorities for over a decade.

16 103. In any event, it is clear that Mr. Henry and Mr. Mason were so compromised,
17 they could not even get their story straight about which absurd and defamatory remark to
18 make, without realizing the paper trail undermining the defamatory claims that was created.

19 104. The defamatory statements not only damaged Plaintiff Kwatinetz, but were
20 intended to and did in fact, cause severe and substantial damages to Ice Cube and all players
21 of the league who were also referred to as being racist and hostile, which was sadly repeated
22 in the media. Thus, each Plaintiff, including all players of the BIG3, maintain causes of
23 action against all Defendants for defamation.

FIRST CAUSE OF ACTION

Defamation

(On Behalf of Ice Cube, Jeff Kwatinetz, and Players Against All Defendants)

25 105. Plaintiffs claim that Defendants harmed them by making harmful and offensive
26 statements that they were “racist,” “hostile,” and that Plaintiff Kwatinetz used the term “Rich
27 Nig*as” to a former employee Kai Henry on several occasions. The statement was published
28 by Defendants to numerous individuals as stated above, and through a press release and

1 defamatory public relations efforts designed to “change the narrative” from the Defendants’
2 failure to pay Big3 what it owed under the Unit Purchase Agreement.

3 106. The individuals and public who received and heard the defamatory
4 publications understood said publications to be about Plaintiffs, and to mean that Plaintiffs
5 were racist, hostile, and used racial slurs.

6 107. Defendants made such statements with malice, in that they knew said
7 statements to be false, and intended the statements to cause grievous harm to Plaintiffs and
8 the Big3, in that the Big3 was founded on principles of diversity, inclusion, and equal
9 opportunity, and has a Board of Directors, staff, and employees composed primarily of
10 African Americans, females, and minorities. The statements by Defendants were intended to
11 create disunity and disruption in and to the league, and to investors and potential sponsors.

12 108. Defendants conduct was malicious, fraudulent, oppressive, and/or done with a
13 reckless disregard for the rights of all Plaintiffs, thus giving rise to punitive damages.
14 Plaintiff Kwatinetz specifically has represented minorities and diverse clients for his entire
15 life and such defamation was intended to harm his ability to continue to do so.

16 **SECOND CAUSE OF ACTION**

17 **Defamation Per Se**

18 **(On Behalf of Ice Cube, Jeff Kwatinetz, and Players Against All Defendants)**

19 109. Plaintiffs claim that Defendants harmed them by making harmful and offensive
20 statements that they were “racist,” “hostile,” and that Plaintiff Kwatinetz used the term “Rich
21 Nig*as” to a former employee Kai Henry on several occasions. The statement was published
22 by Defendants to numerous individuals as stated above, and through a press release and
23 defamatory public relations efforts designed to “change the narrative” from the Defendants’
24 failure to pay Big3 what it owed under the Unit Purchase Agreement.

25 110. The individuals and public who received and heard the defamatory
26 publications understood said publications to be about Plaintiffs, and to mean that Plaintiffs
27 were racist, hostile, and use racial slurs.

28 111. Defendants made such statements with malice, in that they knew said
statements to be false, and intended the statements to cause grievous harm to Plaintiffs and

1 the Big3, in that the Big3 was founded on principles of diversity, inclusion, and equal
2 opportunity, and has a Board of Directors, staff, and employees composed primarily of
3 African Americans, females, and minorities. The statements by Defendants were intended to
4 create disunity and disruption in and to the league, and to investors and potential sponsors.

5 112. Defendants conduct constitutes "Defamation Per Se," in that the defamatory
6 statements related to matters incompatible with the business, trade, profession, or office of
7 Plaintiffs. Defendants conduct was malicious, fraudulent, oppressive, and/or done with a
8 reckless disregard for the rights of all Plaintiffs, thus giving rise to punitive damages.

9 **THIRD CAUSE OF ACTION**

10 **Trade Libel**

11 **(On Behalf of The Big3 Against All Defendants)**

12 113. Plaintiffs claims that Defendants defamatory statements, as alleged above,
13 would be clearly and necessarily understood to disparage the league and the services and
14 products associated with the league.

15 114. Specifically, Defendants and each of them, in the effort to undermine the
16 current Big3 leadership, falsely and absurdly told players and third-parties that the league
17 was not being managed properly and not accepting their money, which is belied by the
18 contemporaneous messages and records.

19 115. Defendants published said defamatory statements to individuals and for mass
20 consumption with a coordinated defamatory public relations campaign.

21 116. Defendants intended to cause and did in fact cause financial harm with respect
22 to Plaintiffs business relationships with third-parties.

23 117. Defendants knew the statements they made and caused to be made were false
24 and defamatory.

25 118. Defendants conduct was malicious, fraudulent, oppressive, and/or done with a
26 reckless disregard for the right of all Plaintiffs, thus giving rise to punitive damages.

1 **FOURTH CAUSE OF ACTION**

2 **Intentional Interference with Prospective Economic Relations**

3 **(On Behalf of All Plaintiffs Against All Defendants)**

4 119. Defendants were aware of numerous contractual relationships Plaintiffs entered
5 and/or intended to enter, including contracts with its former commissioner, investors, media
6 contracts, and sponsorship opportunities with third-parties.

7 120. Defendants made or aided and abetted in the making of defamatory statements
8 of and concerning Plaintiffs with the intent of interfering and causing disruption with
9 existing and prospective contracts entered by Plaintiffs, to which Defendants knew that
10 disruption in the contractual relations was certain or substantially certain to occur.

11 121. Plaintiffs were damaged in the disruption of their contractual relationships.

12 122. Defendants were a substantial factor in causing Plaintiffs' harm.

123. Defendants conduct was malicious, fraudulent, oppressive, and/or done with a reckless disregard for the rights of all Plaintiffs, thus giving rise to punitive damages.

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general damages in an amount to be determined by proof at trial;
2. For special damages in an amount to be determined by proof at trial;
3. For punitive and exemplary damages against the defendants;
4. For pre- and post-judgment interest according to proof;
5. For costs of suit, including reasonable attorneys' fees, statutory fees, and costs as provided by statute;
6. Injunctive relief;
7. For all other relief as this Court may deem just and proper.

DATED: April 5, 2018

GERAGOS & GERAGOS, APC

By: 


MARK J. GERAGOS
BEN J. MEISELAS
Attorney for Plaintiffs

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand a jury trial.

3
4 DATED: April 5, 2018

GERAGOS & GERAGOS, APC

5
6 By: 
7 MARK J. GERAGOS
8 BEN J. MEISELAS
9 Attorney for Plaintiffs
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