

**PRIMORDIAL DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF PELOPONNESSIA**

CASE NO. CP-1938-cv-TEM FAW

ELLIOT SPITZER,

Plaintiff,

vs.

THE PRE-SOCRATIC ALLSTARZ FANTASY
FOOTBALL LEAGUE, a foreign corporation
d/b/a PSAS; RESERVE CHAIRMAN SAID ;
and COMMISSIONER ,
in both personal and professional capacity,

Defendants.

GENERAL ALLEGATIONS

1. The absence of both Pre-Socratic AllStarz Fantasy Football League (hereafter “PSAS”) Founding Members MATSUO and BUNGE, and the circumstances surrounding their absence, renders the results of the 2012 PSAS Draft illegal, potentially voiding its results unless unprecedented substantive remunerative action is taken.
2. To this end, the undersigned is undertaking a full investigation to discover the contributing factors that resulted in two franchises, who both previously demonstrated a heretofore unbreached four-year commitment to the PSAS, suddenly and without warning, not attending the 2012 PSAS Draft.

3. Primordial policy dictates a full investigation because the Draft, as the most sacrosanct of all PSAS events, is the ground (“Gründung”, “der Boden”) out from which all glory emanates. *See: phusis*, ancient Greek concept; *Lichtung*, Heidegger.
4. An illegal Draft therefore voids all future PSAS results, possibly even including the pretermitted 2012 Champion, just as a poisonous tree bears poisonous fruit.
5. The undersigned has information and belief that the Commissioner breached his statutory fiduciary duties, and/or violated league custom towards MATSUO and/or BUNGE, in the days and weeks leading up to the Draft, subjecting the Commissioner to the jurisdiction of the courts and collective repudiation of the comprising PSAS members.

BACKGROUND

6. The 2012 Draft was an abject failure due to the presence of two computerized, World Wide Web robots (hereafter “bots”) acting as proxies for MATSUO and BUNGE.
7. Neither MATSUO nor BUNGE gave express authorization for the bots to draft on their respective behalves.
8. Said bots continually, and without regard to the other 10 human bidders, fucked up everyone else’s bids over the course of the 3:30 hour proceeding with unpredictable and nonsensical bidding practices, as well as drafted non-competitive teams for MATSUO and BUNGE.
9. Neither MATSUO nor BUNGE has any player on their roster projected by any major scouting service to have been drafted in the first 3 Rounds of a standard 12-team snake draft.

10. The stark gulf in talent between the named two bot-franchises and the rest of the League is such that it is unclear whether MATSUO and BUNGE will even *play* this year, due to the unacceptable hand that they drew from the bots acting as proxies on their behalf.

11. Because of the absence of MATSUO and BUNGE at the 2012 PSAS Draft, and the resultant bots acting as unauthorized proxies on their behalves, the League is now effectively a 10-team league, with two non-competitive bot-teams, thereby irreparably affecting PSAS standards of fair play and competitiveness.

JURISDICTION

12. MATSUO, resident of New York, is a Founding Member of the PSAS, the *First Ever Champion*, and generally regarded as one of the most well-respected members within PSAS.

13. BUNGE, resident of Missouri, is also a Founding Member of PSAS and has an unblemished record of fair play.

14. The Commissioner is domiciled in, and conducts PSAS business out of the State of Brooklyn.

15. The PSAS has an operating budget of no less than \$12,000,000 PRN, well over any amount-in-controversy limit to obtain access to courts.

16. Therefore, diversity jurisdiction exists based on Prim.Stat. 1332, and this cause is justly submitted under Prim.Stat.1331 as arising under the Constitution, laws, or treaties of ancient Greece and the PSAS.

COUNT I: COMMISSIONER 'S BREACH OF STATUTORY FIDUCIARY DUTIES

17. PSAS fiduciary duties are defined by statute and also in accordance with previous standards that were set forth and incorporated over the course of the previous four years of PSAS existence.
18. The Revised Uniform Partnership Act (“RUPA”) governs accordingly groups or organizations, without Articles of Incorporation and/or bylaws, who conduct business by way of oral contract and/or through continued course of dealing.
19. PSAS is a properly defined as a partnership, without Articles of Incorporation or bylaws, that has carried out and continues to carry out business via oral contract and continued course of dealing since 2007.
20. Therefore, at all times material to the 2012 PSAS Draft, the Pre-Socratic AllStarz Fantasy Football League and its officers are governed accordingly by the rules and regulations set forth in RUPA.
21. As officers governed under RUPA, it is offered as a fundamental and incontrovertible premise that the PSAS Draft is the Commissioner’s greatest responsibility.
22. As the Commissioner’s greatest responsibility, RUPA clearly defines the following subject matters, applicable to the 2012 PSAS Draft:
 - a. Equity rights and interests of each partner in the partnership.
 - b. Property Rights, intellectual or otherwise, of each partner in the partnership.
 - c. Voting Rights of each partner in the partnership.

- d. Minimum quorum requirements when decisions are made that materially affect the duties, rights, and responsibilities of each partner in said partnership; and
- e. Fiduciary duties of partnership officers

23. Under the Revised Uniform Partnership Act (“RUPA”), the fiduciary duties of officers related to the above five subject matters are: the duty of loyalty and the duty of care.

24. The standard of breaching fiduciary duties of loyalty and care is gross negligence.

25. Gross negligence is defined as reckless disregard.

26. WHEREFORE, If - after a full investigation - it is shown by a preponderance of evidence that the Commissioner, as an officer of the partnership of PSAS, was grossly negligent – whether through acts of commission or omission - in his duty of loyalty to either MATSUO OR BUNGE, by recklessly failing to provide ample notice and opportunity to attend the Draft, as well a fair and impartial opportunity to be heard if not attending the Draft, OR was grossly negligent in not acting with the requisite due care required towards the PSAS at-large, as far as the commissioner’s rights, duties, and responsibilities, by recklessly failing to ensure that the PSAS Draft was conducted fairly and within the aesthetic standards demanded by the PSAS-concept established over the course of the partnership’s five year history, thereby irreparably affecting said partner’s statutorily protected equity rights, property rights, intellectual or otherwise, or voting rights, then the Commissioner is GROSSLY NEGLIGENT of breaching his fiduciary duties, subjecting the Commissioner to civil penalty to the full extent of the law.

**COUNT II: COMMISSIONER 'S VIOLATION OF LEAGUE CUSTOM
TOWARDS FOUNDING MEMBER, MATSUO**

27. In the week preceding the draft, public notice was posted of the Draft date and time on the official PSAS Yahoo webpage by Commissioner.
28. No other public notice was provided at any other location, or at any other time, to the best of the undersigned's knowledge and belief.
29. Founding member, MATSUO, responded on Friday, August 17, 2012, four days before the Draft indicating he may be unable to attend the live draft due to work scheduling, via a message posted on the official PSAS Yahoo webpage's Message Board.
30. Prior precedent on this issue is clear: Whenever a franchise has a conflict that cannot be remedied, altered, or changed, such as a work conflict, travel conflict, time difference conflict, etc., PSAS Commissioner *shall* change the Draft date and time to accommodate the scheduling conflict to any extent possible without compromising the scheduling of the other league partners.
31. Over the course of the PSAS' five year history, the draft date and time was changed *no fewer than 3 times* each year for the reasons set forth above by the previous Commissioner, Stylz ®.
32. No announcement after August 17th was made by MATSUO that he would, or would not be attending the Draft.
33. No public reconciliation of MATSUO's scheduling conflict was ever made on the record by Commissioner.

34. It remains a mystery, therefore, what action, *if any*, was taken on the part of the Commissioner, whose very responsibility is to coordinate an orderly Draft, to ensure that MATSUO was present on August 21, 2012.

35. Furthermore, no public notice was given to the League at large that Shuhei MATSUO was not expected at the Draft, if indeed that was known by the Commissioner at or around the days and hours leading to the Draft, so that the other League partners may prepare to draft among bots, potentially subjecting Commissioner to liability to every single partner in the PSAS.

36. WHEREFORE, unless and until the Commissioner complies with said records requests, by producing documentation including, but not limited to, e-mails, phone records, fax transmittals, meeting minutes which conclusively refute the foregoing assertions by showing by a greater weight of the evidence that the Commissioner made accommodations in keeping with league custom towards Founding Member, MATSUO, to attend the Draft, as MATSUO had done the previous four years, then may Commissioner be adjudged to be GROSSLY NEGLIGENT in breaching league custom towards MATSUO. Moreover, if the Commissioner fails to acknowledge, or comply with said discovery requests, then may a Default Judgment be entered against the Commissioner as GROSSLY NEGLIGENT.

**COUNT III: COMMISSIONER 'S BREACH OF LEAGUE CUSTOM TOWARDS
FOUNDING MEMBER, BUNGE**

37. BUNGE was also absent from the Draft, in spite of having attended the previous four seasons.

38. No public communications were made by BUNGE to acknowledge that he even knew that the Draft was taking place.

39. Prior precedent regarding an unconfirmed member franchise's attendance at the Draft is also clear because, as has been established by five years of custom, it is not reasonable to expect league partners to check the Yahoo page during the offseason.

40. Thus, according to said custom, the commissioner shall make every effort to confirm the franchise's attendance including, but not limited to, the following: call said franchise owner's cell phone, email said franchise owner's personal email account, contact person who knows or should know how best to reach said franchise owner, and/or delegate responsibility to accomplish said end.

41. According to league custom, the foregoing are the *minimum* standards required of a competent commissioner.

42. To the best of the undersigned's knowledge, Commissioner failed to email BUNGE's personal email account.

43. To the best of the undersigned's knowledge, Commissioner failed to call BUNGE's cell phone.

44. To the best of the undersigned's knowledge, Commissioner failed to text BUNGE's cell phone.

45. To the best of the undersigned's knowledge, Commissioner failed to send a message via universal *free* txtng apps such as Whatsapp or iMessage to BUNGE.

47. To the best of the undersigned's knowledge, Commissioner failed to send a letter via US Mail to BUNGE

48. To the best of the undersigned's knowledge, Commissioner failed to post notice in the "Cloud" to BUNGE.

49. To the best of the undersigned's knowledge, Commissioner failed to post notice via BUNGE's PlayStation Network account.

50. To the best of the undersigned's knowledge, Commissioner failed to instagram, tweet, rapidshare, torrent, limewire, AudioGalaxy, and/or KODAK photoshare notice to BUNGE.

51. Finally, to the best of the undersigned's knowledge, Commissioner failed to contact either Aethernauts or Stylz ®, or any other league partner in a better position to contact BUNGE, to delegate agency authority, express or implied, to contact BUNGE regarding the Draft.

52. To the best of the undersigned's knowledge, Commissioner failed to do *anything*.

53. It is offered by way of supposition, based on the stated information and belief, that Commissioner did not notify BUNGE of the Draft because Commissioner simply did not care whether or not Founding Member BUNGE participated in the 2012 Draft.

54. In effect, Commissioner's contrived inaction froze out BUNGE from attending the Draft because the Commissioner knew, or should have known, that BUNGE would not attend the Draft unless further action was taken on the part of the Commissioner.

55. WHEREFORE, unless and until the Commissioner complies with record requests by producing documentation including, but not limited to, e-mails, phone records, fax transmittals, meeting minutes which conclusively refute the foregoing assertions by showing by a greater weight of the evidence that the Commissioner made accommodations in keeping with league custom towards Founding Member, BUNGE, to

attend the Draft, as BUNGE had done the previous four years, then may Commissioner be adjudged to be GROSSLY NEGLIGENT of failing to abide by and follow heretofore established league custom by ensuring that all partners of the partnership PSAS attend the Draft. Moreover, if the Commissioner fails to acknowledge, or comply with said requests, then may a Default Judgment be entered against the Commissioner as GROSSLY NEGLIGENT.

RELIEF REQUESTED

WHEREFORE the Plaintiff, ELLIOT SPITZER, demands judgment against the Defendants, PRESOCRATIC ALLSTARZ FANTASY FOOTBALL LEAGUE, d/b/a PSAS, RESERVE CHAIRMAN SAID, and COMMISSIONER O'HARA for damages by way of remuneration in the form of increased FAAB budgets towards MATSUO and BUNGE out of the Reserve Chairman's reserves AND the personal FAAB budget of the Commissioner, as a clear sanction for lack of competent commissionership, exclusive of interest and costs.

Respectfully submitted,

/s/ Elliot Spitzer
