

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

BUCCANEERS LIMITED PARTNERSHIP,

Plaintiff,

vs.

ALPERT, BARKER & RODEMS, P.A.,

Defendants.

CASE NO.:

DIVISION:

FILED gm

OCT 14 1999

Date 99-2354-CIV-T-23C Time

-CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

COMPLAINT

Plaintiff, Buccaneers Limited Partnership, by its undersigned attorneys, files this Complaint against the Defendant Alpert, Barker & Rodems, P.A., and alleges as follows:

1. Plaintiff, Buccaneers Limited Partnership, is a Delaware limited partnership authorized to do business in the State of Florida and doing business in the State of Florida as the owner of the National Football League franchise known as the Tampa Bay Buccaneers.
2. Alpert, Barker & Rodems, P.A. is a professional association of attorneys having its principal place of business in Hillsborough County, Florida.
3. Jonathan L. Alpert, Esq., is an attorney at law and at all times material hereto was the President of Alpert, Barker & Rodems, P.A.
4. The defamatory per se statements herein set forth were published in Hillsborough County, Florida and in other counties in the State of Florida.
5. The amount in controversy exceeds the sum of Five Million and No/100 Dollars (\$5,000,000.00) in injuries and costs.
6. All conditions precedent to the filing hereof have either been performed, have occurred or have been waived.



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7. Plaintiff, Buccaneers Limited Partnership owns and operates a National Football League franchise which has its situs in Hillsborough County, Florida.

8. In June 1999, Jonathan L. Alpert, Esquire and Ryan C. Rodems, Esquire, acting as officers of Alpert, Barker & Rodems, P.A., held a press conference in Tampa, Florida, at which press conference a number of Buccaneers season ticket holders appeared together with members of the press.

9. Mr. Alpert as an officer of Alpert, Barker & Rodems, P.A., and acting as agent for said professional association falsely, maliciously and intentionally stated to the press at said press conference, knowing that his statements would be publicized throughout the Tampa Bay megalopolis, that: (1) Plaintiff had knowingly breached the agreement that it had made with Buccaneer season ticket holders by not prioritizing the seats that those season ticket holders would receive in the new stadium; (2) the prioritizing of seats was done according to favoritism; (3) the season ticket holders were "shafted" and simply didn't get the seats where they were promised, even though they made strong financial commitments to the Bucs to get those seats; and (4) Plaintiff doing business as the Tampa Bay Buccaneers "has refused to live by its word."

10. In response to a question posed at the press conference as to what law Mr. Alpert claims were broken by the actions of Plaintiff, Mr. Alpert as an officer and agent of Alpert, Barker & Rodems, P.A., knowingly made the following false statement:

"The Florida Unfair and Deceptive Trade Practices Act, which requires honesty in business dealings."

11. At the same time, when Mr. Alpert was asked by the press what efforts he had made to contact the Bucs to try and negotiate some kind of fair settlement, Mr. Alpert as an officer and agent of Alpert, Barker & Rodems, P.A., falsely stated that the Tampa Bay Buccaneers have stonewalled his clients, that they could settle his clients' claims easily and that

"[A]ll they have to do is keep their word and honor the commitment they made to these folks. It's very easy and it could be settled tomorrow."

12. That the matters hereinabove set forth were stated and published by Mr. Alpert as an officer and agent of Alpert, Barker & Rodems, P.A. to:

A. publicize the law firm of Alpert, Barker & Rodems, P.A. to generate legal business for said law firm at the expense of Plaintiff;

B. extort from the Buccaneers Limited Partnership specific seating for Buccaneer season ticket holders that they were not otherwise entitled to,

C. falsely, maliciously and intentionally humiliate, defame and embarrass Buccaneers Limited Partnership d/b/a the Tampa Bay Buccaneers;

D. cause injury to the business and professional relationships of Plaintiff, and

E. impair Plaintiff's business reputation with third parties.

13. That at the time of the publication of the defamatory per se statements hereinabove set out, Jonathan L. Alpert, Esquire, acting as an officer and agent of Alpert, Barker & Rodems, P.A. was motivated by actual malice in an effort to generate business for Alpert, Barker & Rodems, P.A. and to enhance the law firm's standing in this community at the expense of the Plaintiff.

14. That at the time of the publication of the defamatory per se statements hereinabove set out, Jonathan L. Alpert, Esquire, acting as an officer and agent of Alpert, Barker and Rodems, P.A., was motivated by actual malice as Mr. Alpert well knew that the Charter Seat Deposit Agreement, received by season ticket holders and which was the basis for season ticket holders to request season tickets by those individuals clearly stated: "Current

season ticket holders because of their long-term support of the Bucs are entitled to first priority **FOR SECTION SELECTION** if they choose to exercise that right."

15. That at the time of the publication of the defamatory per se statements hereinabove set out, Jonathan L. Alpert, Esquire, acting as an officer and agent of Alpert, Barker and Rodems, P.A., was motivated by actual malice as Mr. Alpert well knew that **EACH OF THE BUCCANEERS SEASON TICKET HOLDERS WHO ARE REPRESENTED BY ALPERT SELECTED SECTION "A" AS THEIR FIRST CHOICE IN THEIR CHARTER SEAT DEPOSIT AGREEMENT AND EACH RECEIVED SECTION "A" (FIRST CHOICE) IN RAYMOND JAMES STADIUM.**

16. In addition said statements were made with reckless, willful and wanton disregard for the truth and falsity of these statements.

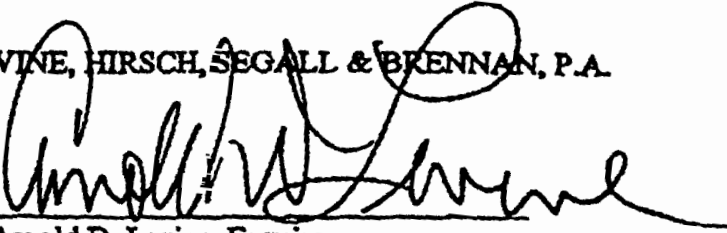
17. That the direct and proximate intended consequences of the publication of the defamatory per se statements made by Mr. Alpert under the circumstances hereinabove set out as an officer and agent of Alpert, Barker & Rodems, P.A., was to cause injury to Plaintiff Buccaneer Limited Partnership's business relationships with third parties, so that it would be held in contempt by third parties and despised by self-respecting citizens.

18. That the aforesaid statements published by the Defendant Alpert as an officer and agent of Alpert, Barker & Rodems, P.A. under the circumstances herein set out were defamatory per se, entitling Plaintiff to recover damages from Defendant Albert, Barker and Rodems, P.A. as a matter of law.

19. That by reason of the foregoing, the Plaintiff has been damaged in the sum in excess of Five Million and No/100 Dollars (\$5,000,000.00).

WHEREFORE, Plaintiff prays that this Court award a judgment against the Defendant, Alpert, Barker & Rodems, P.A., for a sum in excess of Five Million and No/100 Dollars (\$5,000,000.00) plus costs.

LEVINE, HIRSCH, SEGALL & BRENNAN, P.A.

By: 

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