

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

AHE MANAGEMENT, LLC, a Delaware
Limited Liability Company,
AHE PARTNERS, LLLP, a Florida Limited
Liability Limited Partnership
VSM PARTNERS, LLLP, a Florida Limited
Liability Limited Partnership, and
VENTURE CAPITAL GROUP, LLC,
a Florida Limited Liability Company,

07 016174

Plaintiffs,

CASE NO.:

v.

OREN KOULES, an individual, and
OK HOCKEY LLC, a Delaware
Limited Liability Company,

Defendants.

DIVISION

FILED
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HILLSBOROUGH COUNTY, FL
CLERK OF COURT

COMPLAINT

Plaintiffs AHE MANAGEMENT, LLC a Delaware Limited Liability Company, AHE PARTNERS, LLLP, a Florida Limited Liability Limited Partnership, VSM PARTNERS, LLLP, a Florida Limited Liability Limited Partnership, and VENTURE CAPITAL GROUP, LLC, a Florida Limited Liability Company, by and through their undersigned counsel, hereby sue OREN KOULES, an individual, and OK HOCKEY LLC, a Delaware Limited Liability Company, and alleges as follows:

1. This is an action for damages in excess of \$75,000.00, exclusive of interest, costs, and attorneys' fees, arising in Tampa, Hillsborough County, Florida.
2. AHE MANAGEMENT, LLC ("AHE Mgt.") is a Delaware Limited Liability Company with its principal place of business in Broward County, Florida.

3. VSM PARTNERS, LLLP ("VSM") is a Florida Limited Liability Limited Partnership with its principal place of business in Broward County.
4. AHE PARTNERS, LLLP ("AHE Partners") is a Florida Limited Liability Limited Partnership with its principal place of business in Broward County.
5. VENTURE CAPITAL GROUP, LLC ("VCGroup") is a Florida Limited Liability Company with its principal place of business in Broward County.
6. OK HOCKEY LLC ("OK") is a Delaware Limited Liability Company and it is believed its principal place of business is in California.
7. Defendant OREN KOULES ("Koules") is a resident of California and a principal and the manager of OK HOCKEY, LLC.
8. The parties have contractually agreed that this court shall have jurisdiction over this matter.
9. The parties have contractually agreed that venue shall lie in the circuit court of Hillsborough County, Florida.
10. The parties have contractually agreed that Florida law shall govern this action.
11. All causes of action accrued in Hillsborough County, Florida.
12. All conditions precedent to the filing of these claims have been waived or have occurred.

COUNT ONE

BREACH OF NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

13. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 12 above with the same force and effect as if set forth herein.
14. In, or about June 2007, VCGroup entered into negotiations with the owners of the Tampa Bay Lightning hockey team: Glass Palace, LLC, a Michigan Limited Liability Company; Florida Sports Management, LLC, a Delaware Limited Liability Company; and Center

Ice, LLC, a Delaware Limited Liability Company (collectively, "Sellers") which culminated in the execution of the Equity and Asset Purchase Agreement, dated August 3, 2007 between Sellers and Absolute Hockey Enterprises, LLLP, as amended on October 11, 2007.

15. During these negotiations, VCGroup was seeking partners to join it in the purchase effort (referred to as the "Transaction" below). Defendant Oren Koules sought to join VCGroup as a partner in this Transaction.
16. In order to protect its business interests, business relationships and all confidential information associated with the transaction, VCGroup required that Koules execute a Non-Circumvention and Non-Disclosure Agreement before VCGroup provided Koules with any material information about the Transaction or the Sellers.
17. Koules voluntarily executed the Non-Circumvention and Non-Disclosure Agreement (the "Agreement") on, or about, July 19, 2007 (attached hereto as Exhibit "A").
18. Upon execution of the Agreement by Koules, VCGroup provided Koules with highly confidential information pertaining to the identity of the Third Party (Sellers), the nature of the business relationship between VCGroup and Sellers, as well as the confidential details of the Transaction (together hereinafter referred to as the "Information").
19. In the Agreement (Paragraph 2) Koules agreed that he would "use the Information solely for the purpose of determining whether to enter into the Transaction and not for any other purpose."
20. In the Agreement (Paragraph 2) Koules agreed that he would not disclose any of the Information to its Representatives unless he first obtained an agreement from his Representatives that they too would be bound by the terms of the Agreement. Koules

agreed that he would accept responsibility for any breach of the Agreement by his Representatives.

21. In the Agreement (Paragraph 3) Koules agreed that he would not solicit or otherwise induce the Third Party (Sellers) or any affiliate to: ... (b) not consummate any transactions contemplated in any agreements with VCGroup or any of its affiliates or successors; or (c) otherwise interfere in any manner with any of Sellers agreements with VCGroup or any of its affiliates or successors.
22. Koules further agreed (Agreement Paragraph 3) that, "without the prior written consent" of the VCGroup, Koules would not directly, or indirectly, at any time during the Restrictive Period (a minimum of two years), contact or discuss the Transaction with the Sellers. Koules also agreed that he would not enter into any agreement, arrangement or understanding, or any discussions which might lead to such agreement, arrangement or understanding, with any person regarding a possible transaction involving the Sellers.
23. At various times between July and November, 2007, Oren Koules and/or his Representatives or agents breached the Agreement by:
 - a. Soliciting or otherwise inducing the Third Party (Sellers) and their affiliates to not consummate the Transaction with VCGroup's affiliates and successors;
 - b. Interfering in numerous ways with the closing of various agreements between and among Sellers and VCGroup's affiliates and successors;
 - c. Directly, or indirectly contacting the Third Party (Sellers) to discuss the Transaction (without VCGroup's consent);
 - d. Directly, or indirectly entering into agreements, arrangements or understandings with Sellers;

- e. Directly, or indirectly entering into discussions with Sellers which will lead to an agreement, arrangement, or understanding with the Sellers;
 - f. Directly, or indirectly entering into discussions with other persons which will lead to an agreement, arrangement or understanding regarding a possible transaction involving the Sellers;
 - g. Disclosing Information to its Representatives without first obtaining an agreement from its Representatives that they too would be bound by the terms of the Agreement;
 - h. Using the Information for material purposes beyond those expressly identified and agreed to by the parties to the Agreement; and
 - i. Participating in other activities in violation of the terms and covenants of the Agreement.
24. Absolute Hockey Enterprises, LLLP, as a successor to VCGroup, became the purchasing party to that certain Equity and Asset Purchase Agreement with Sellers dated August 3, 2007, as amended on October 11, 2007.
25. Plaintiffs are the third party beneficiaries to the Non-circumvention and Non-disclosure Agreement and are also successors to VCGroup.
26. As a direct result of Defendant Koules' breach of the Agreement, Sellers terminated the Equity and Asset Purchase Agreement on, or about November 14, 2007 (See Termination letter attached hereto as Exhibit "B").
27. As a direct result of Defendant Koules' breach of the Agreement, VCGroup and its affiliates and successors, including the remaining Plaintiffs, have suffered and continue to suffer damages, including, but not limited to, lost profits in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully request that this honorable court enter a judgment against the Defendant in its favor and award damages in excess of fifty (50) million dollars, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT TWO
INJUNCTIVE RELIEF TO ENFORCE
NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT
(IN THE ALTERNATIVE)

28. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.
29. Paragraph 6 of the Agreement provides for the Specific Performance of the covenants and agreements made by Koules.
30. Plaintiffs have a clear legal right to injunctive relief.
31. Plaintiffs have suffered and continue to suffer irreparable harm as a direct and proximate result of Defendant's aforementioned breach of the Agreement.
32. Plaintiffs do not have an adequate remedy at law.
33. The public interest is best served by the enforcement of the Agreement and agreements of this type via injunctive relief.

WHEREFORE, Plaintiffs, in the alternative, respectfully request that this honorable court enter a permanent order of injunction against the Defendant restraining Defendant from continuing to violate the covenants of the Non-Circumvention and Non-Disclosure Agreement and award costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT THREE
BREACH OF DEFENDANT PARTNER'S OBLIGATION
TO FUND CAPITAL CONTRIBUTIONS

34. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.
35. AHE Partners, LLLP is a Florida limited liability limited partnership. The General Partner is AHE GP, LLC, a Florida limited liability company. Jeffrey Sherrin is the co-chairman of AHE GP, LLC.
36. The limited partners include VSM Partners, LLLP a Florida limited liability limited partnership and OK Hockey LLC a Delaware limited liability company.
37. Oren Koules is a principal and the manager of OK Hockey LLC.
38. AHE Partners, LLLP was formed pursuant to a Partnership Agreement entered into on, or about September 11, 2007 (Partnership Agreement attached hereto as Exhibit "C").
39. The partnership was amended by express agreement of the parties on or about October 1, 2007 (See signed e-mailed "Amended Agreement" attached hereto as Exhibit "D").
40. Pursuant to the Amended Agreement the Defendants agreed to make a capital contribution totaling \$4,166,666.70 no later than November 13, 2007.
41. Defendants defaulted on this material partnership obligation.
42. As a direct result of Defendants' default, Sellers terminated the Equity and Asset Purchase Agreement on, or about November 14, 2007 (See Termination letter attached hereto as Exhibit "B").

43. Pursuant to Article III, Paragraph 3.1(c) of the Amended Partnership Agreement the partnership may bring a claim against any such defaulting Partner for its damages (including lost profits) resulting from such default.

44. As a direct and proximate result of Defendants' default and breach of the Amended Partnership Agreement, Plaintiffs have suffered and will continue to suffer damages, including, but not limited to, lost profits, in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully request that this honorable court enter a judgment against the Defendant in its favor and award damages in excess of fifty (50) million dollars, lost profits, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT FOUR
BREACH OF THIRD PARTY BENEFICIARY CONTRACT

45. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

46. AHE Mgt. was a primary and direct beneficiary of the Equity and Asset Purchase Agreement which was terminated by Sellers as a result of Defendants' actions.

47. Specifically, AHE Mgt. was to provide management services to the Tampa Bay Lightning Hockey Team for a fee equal to 2.5% of the Partnership's monthly gross revenues from the operations of the Team and arena.

48. Because of Defendants' actions, Sellers terminated the Equity and Asset Purchase Agreement, causing AHE Mgt. to suffer substantial damages in excess of fifteen (15) million dollars.

WHEREFORE, Plaintiff AHE Mgt. requests that this court enter a judgment against Defendants in its favor and award damages in excess of fifteen (15) million dollars,

prejudgment interests, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT FIVE
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

49. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

50. As set forth above, Plaintiffs had an advantageous business relationship with Sellers.

51. Defendants had knowledge of those relationships.

52. Despite that knowledge, Defendants directly, intentionally and unjustifiably interfered with those relationships.

53. As a direct and proximate result of Defendants' interference, Plaintiffs have suffered and continue to suffer substantial damages, in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully request that this honorable court enter a judgment against the Defendant in their favor and award damages in excess of fifty (50) million dollars, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT SIX
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS

54. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

55. As set forth above, Plaintiffs had a contractual relationship with Sellers.

56. Defendants had full knowledge of that contractual relationship.

57. Despite that knowledge, Defendants directly, intentionally and unjustifiably interfered with that relationship which caused contractual interference between Plaintiffs and the Sellers.

58. As a direct and proximate result of this interference, Plaintiffs have suffered and continue to suffer substantial damages, in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully requests that this honorable court enter a judgment against the Defendant in their favor and award damages in excess of fifty (50) million dollars, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT SEVEN
UNJUST ENRICHMENT

59. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

60. As set forth above, Plaintiffs conferred benefits upon Defendants, who had knowledge thereof.

61. Defendants knowingly and voluntarily accepted and retained those benefits.

62. The circumstances render Defendants' retention of those benefits inequitable unless Defendants are made to pay Plaintiffs the value of those benefits.

WHEREFORE, Plaintiffs respectfully request that this honorable court enter a judgment against the Defendants in their favor and award damages, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT EIGHT
CIVIL CONSPIRACY

63. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

64. Defendants and other unknown parties acted in a concerted effort to tortuously interfere with Plaintiffs' relationships with Sellers.

65. As described above, Defendants and other unknown parties executed overt acts in furtherance of this conspiracy.

66. As a direct and proximate result of this conspiracy, Plaintiffs have suffered and continue to suffer substantial damages, in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully request that this honorable court enter a judgment against the Defendants in their favor and award damages in excess of fifty (50) million dollars, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT NINE
VIOLATIONS OF FLORIDA'S UNFAIR
AND DECEPTIVE TRADE PRACTICES ACT (FUDTPA)

67. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

68. Plaintiffs are consumers within the meaning of section 501.203(7), Fla. Stat.

69. Defendants are engaged in "trade or commerce" as those terms are defined in section 501.203(8) Fla. Stat.

70. In the course of trade and commerce, Defendants willfully engaged in unfair methods of competition, unconscionable acts or practices and unfair or deceptive acts which were contrary to honest practices in their industry by interfering with Plaintiffs' business relationships with Sellers.

71. Defendants' conduct described above constitutes unfair and deceptive acts and practices, and unconscionable acts and practices in violation of section 501.204 Fla. Stat.

72. As a direct and proximate result of Defendants' unscrupulous conduct, Plaintiffs have suffered and continue to suffer substantial damages, in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully requests that this honorable court enter a judgment against the Defendants in their favor and award damages in excess of fifty (50) million dollars, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT TEN
FRAUD

73. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

74. From July 2007 through November 2007, Defendants knowingly made numerous false statements to Defendants and their representatives, partners and agents with intent to induce Plaintiffs to rely upon those statements to the detriment of Plaintiffs.

75. As more fully described above, Defendants made false statements of material facts to Plaintiffs.

76. Defendants knew or should have known that the statements were false.

77. Defendants intended for Plaintiffs to rely on the false statements of material facts.

78. Plaintiffs relied upon the false statements made by Defendants to take certain actions to Plaintiffs detriment.

79. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and continue to suffer substantial damages, in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully requests that this honorable court enter a judgment against the Defendants in their favor and award damages in excess of fifty (50) million dollars, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

COUNT ELEVEN
FRAUDULENT INDUCEMENT

80. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 – 27 above with the same force and effect as if set forth herein.

81. As more fully described above, Defendant made false and misleading statements of material facts to Plaintiffs including, but not limited to Defendant's assurance that it would pay its pro rata share of the additional \$5,000,000 deposit due to Sellers under the Equity and Asset Purchase Agreement in a timely manner consistent with the emailed "Amended Agreement".

82. Defendants knew, or should have known, that their statements and representations were false.

83. Defendants intended that their representations would induce Plaintiffs to act.

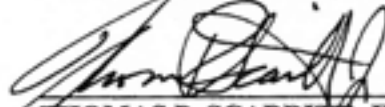
84. As a direct and proximate result of Defendants' conduct, acts and misrepresentations, Plaintiffs have suffered and continue to suffer substantial damages, in excess of fifty (50) million dollars.

WHEREFORE, Plaintiffs respectfully requests that this honorable court enter a judgment against the Defendants in their favor and award damages in excess of fifty (50) million dollars, prejudgment interest, costs, attorneys' fees and such other relief as this court deems appropriate.

REQUEST FOR JURY TRIAL

Plaintiffs request a jury trial as to all issues so triable.

Respectfully submitted this
the 26th day of November, 2007 by:



THOMAS P. SCARRITT, JR., ESQ.

Florida Bar No. 378781

JOHN J. DINGFELDER, ESQ.

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