

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 25-CV-20216-RAR

JESSE GUERRERO,

Plaintiff,

v.

MAGNUS SPORTS, LLC,
BARRY PRAVER, SCOTT
SHAPIRO

Defendants.

PLAINTIFF'S SECOND AMENDED COMPLAINT

Plaintiff, JESSE GUERRERO, by and through undersigned counsel, sues Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, and alleges, as follows:

SUMMARY OF CASE

1. This action unfolds against the backdrop of the multi-billion-dollar sports and entertainment industry. Defendants are sophisticated and offer high-profile agency services for Major League Baseball players. Defendants include music legend Marco Antonio Muñiz (known as Marc Anthony). Plaintiff is a family friend of and was the business manager for baseball mega star Vladimir Guerrero, Jr. Defendants targeted Plaintiff and contracted with him to connect them with Vladimir Guerrero, Jr. to represent him. Plaintiff upheld his end of the bargain and Defendants came to represent Vladimir Guerrero, Jr. Plaintiff was then cut out.

JURISDICTION

2. This Court has subject matter jurisdiction, pursuant to 28 U.S. Code § 1332, because Plaintiff resides in a state different than the states of residence for Defendants and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

VENUE

3. Venue lies in the United States District Court for the Southern District of Florida, pursuant to 28 U.S. Code § 1391, because all Defendants are residents of the State of Florida, in which this Court is located.

PARTIES

4. Plaintiff is a resident of the State of California.

5. Defendant, Magnus Sports, LLC (“Magnus”), is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Miami, Florida. Magnus’s managers are Marco Antonio Muñiz (“Marc Anthony”) and Michel Vega (“Vega”).

6. Defendant, Barry Prayer (“Prayer”), was and is now a resident of the State of Florida, and at all times mentioned herein was the Chief Executive Officer of “Magnus Baseball” and is employed by Magnus Baseball as a sports agent.

7. Defendant, Scott Shapiro (“Shapiro”), was and is now a resident of the State of Florida, and at all times mentioned herein was the President of “Magnus Baseball.”

8. Upon information and belief, at all times mentioned herein, each of the Defendants was the agent and employee of each of their Co-Defendants and, in taking the action herein mentioned, was acting within the scope of the Co-Defendants. The Defendants are all jointly and severally liable.

GENERAL FACTUAL ALLEGATIONS

9. Since the early 1990s, Plaintiff has been a close confidant and assistant to Dominican born baseball players in Major League Baseball (“MLB”).

10. In 1995, Plaintiff met major league baseball player and Dominican Wilton Guerrero (“Uncle”) while Uncle was playing for the Los Angeles Dodgers.

11. Uncle introduced Plaintiff to his brother, Vladimir Guerrero (“Father”) in 2000. Throughout Father’s Hall of Fame career, Plaintiff represented the Father to arrange for and negotiate off-field business opportunities for Father as well as helping Father with his career, visitations from his family, English, transportation and his life in Los Angeles to join the Angels baseball team.

12. Over the course of their lives, Plaintiff became ingratiated with the Guerrero family. Plaintiff has known Father’s son, Vladimir Guerrero, Jr. (“MLB Player”) since he was born.

13. Before July 20, 2015, Plaintiff operated a sport memorabilia company called Guerrero Collectibles as a sole proprietorship in Los Angeles, California that enabled him to use his contacts in the Latino community to work with Latino baseball players to help them obtain marketing agreements with manufacturers of baseball-related items such as gloves, bats, trading cards, and the like. As part of operating his sports memorabilia company, Plaintiff developed business relationships with famous MLB players, and the players trusted him to help them with their careers and negotiations.

14. When MLB Player began playing organized baseball, his skills were almost immediately recognized, and he quickly became a standout minor league baseball player who was represented by a sports agency in Beverly Hills, California.

15. Father and MLB Player trusted Plaintiff to assist them with documents and professional representation and approached Plaintiff to assist MLB Player, who was then represented by a Beverly Hills sports agency, in switching sports agencies.

16. On July 20, 2015, Plaintiff sent an email to the Beverly Hills sports agency, Rep 1 Sports, to recap an in-person conversation held in Cincinnati, Ohio, confirming that Father did not require the agency's assistance regarding Plaintiff's baseball card, equipment, appearance or any off the field contracts or activities as Plaintiff would be providing that assistance to MLB Player. Plaintiff further advised the agency that they were to handle Plaintiff's on-field contract only and that any other opportunities should be forwarded to Plaintiff because of his long-standing relationship with both Father and MLB Player.

17. On or about August 11, 2015, Plaintiff negotiated an agreement between Plaintiff and Panini America, Inc. ("Panini") under which MLB Player allowed Panini to use his name, image, and likeness on trading cards to be manufactured by Panini in exchange for payment from Panini to MLB Player with the payment to be delivered to Plaintiff.

18. On or about October 15, 2015, Magnus entered into a written agreement with an entity named Praver Shapiro Sports Management LLC ("Sports Agency") ("Magnus-Sports Agency Agreement") under which, among other things, Magnus and Sports Agency collaborated to recruit professional athletes to have Sports Agency serve as the professional athletes' agent and/or manager which Magnus provided branding, imaging, publicity, and social media strategy services to the professional athletes. Upon information and belief, the Magnus-Sports Agency Agreement also required Magnus and Sports Agency to conduct their activities as "Magnus Sports" or "Magnus Baseball."

19. Upon information and belief, as a result of the Magnus-Sports Agency Agreement, Magnus and Sports Agency formed either a partnership or joint venture. Because of the Magnus-Sports Agency Agreement Praver and Shapiro had the authority to bind Magnus to any and/all contracts and/or deals, including the contract and deals referenced herein that are the subject of this litigation.

20. As of February 18, 2016, MLB Player retained Plaintiff as a consultant to assist MLB Player with finding business opportunities related to his playing professional baseball including having MLB Player provide autographs on baseball cards and stickers and had negotiated a promotion and license agreement for MLB Player with The Topps Company (“Topps”), a globally known trading card and other collectible company.

21. Upon information and belief, Magnus, Praver, and Shapiro (collectively “Defendants”) became aware of Plaintiff’s personal relationship and business relationships with both Father and MLB Player and sought to take advantage of that relationship to have Plaintiff become represented by Defendants, pursuant to the Magnus-Sports Agency Agreement.

22. On or about June 10, 2017, Plaintiff, while in California, was speaking with Shapiro that MLB Player was possibly looking to switch agencies. Shapiro stated to Plaintiff that Shapiro would speak with Praver to determine if Magnus wanted to represent MLB Player. Shapiro promised that, assuming Magnus wanted to represent MLB Player and Plaintiff could get MLB Player to agree to have Magnus serve as his agent, then Magnus would hire Plaintiff to serve as an intermediary between Defendants and MLB Player and serve as what amounts to be a personal assistant for MLB Player and pay Plaintiff compensation, as follows:

- a. An amount equal to twenty percent (20%) of all of MLB Player's endorsement deals secured by Plaintiff on behalf of MLB Player for Magnus, to be paid on a quarterly basis;
- b. An amount equal to ten percent (10%) of all of MLB Player's endorsement deals secured on behalf of MLB Player for Magnus by anyone else other than Plaintiff to be paid to Plaintiff on a quarterly basis, unless the deal was secured by a Canadian contact, and in that case, Plaintiff would be entitled to five percent (5%);
- c. Magnus and Plaintiff would pay for MLB Player's living expenses (rent, utilities, etc.) while MLB Player was in the minor leagues with Plaintiff advancing all of the expenses and Magnus reimbursing Plaintiff for fifty percent (50%) of those expenses with the reimbursements being paid on a quarterly basis concurrent with the endorsement deal compensation payments; and,
- d. If and when MLB Player reached the major league level, Magnus would pay Plaintiff an amount equal to two percent (2%) of MLB Player's major league salary, paid from the five percent (5%) commission that Magnus would receive as MLB Player's agent, with such payments being made by the end of November of each major league season in which MLB Player played.

23. Upon information and belief, MLB agents are limited to a cap of five percent (5%) commission of a player's salary and are only entitled to receive their five percent (5%) commission once the player reaches the major league and cannot collect their commission while the player is in the minor league.

24. Subsequent to Plaintiff's conversation with Shapiro, but still on June 10, 2017, Shapiro telephoned Plaintiff while Plaintiff was in California and told him that Prayer, acting on behalf of Magnus (a) wanted to represent MLB Player, (b) Magnus would compensate Plaintiff as described herein above and (c) that an email would be sent with the documents that MLB Player would need to sign to designate his agent. During this conversation, Plaintiff accepted the offer.

25. Upon information and belief, as a result of his acceptance of the offer, an oral employment agreement was created.

26. On or about June 20, 2017, Prayer sent an email to Plaintiff while Plaintiff was in California that included approximately five (5) documents that included a document, stating that MLB Player was terminating his then current agent and documents known as "player designation forms" that constituted the agreement between MLB Player and Magnus to have Magnus serve as MLB Player's agent and indicated the commission that Magnus would charge MLB Player.

27. On or about June 25, 2017, while Plaintiff was in California, Plaintiff was instructed by Prayer and Shapiro by telephone that Plaintiff needed to fly from California to Chicago, Illinois, and then drive to South Bend, Indiana to have MLB Player sign the documents that were included in the June 20, 2017 email from Prayer. Plaintiff followed the instructions from Prayer and Shapiro, flew from California to Chicago, drove to South Bend, and was able to convince MLB Player to sign the documents provided by Prayer. After MLB Player signed the documents, Plaintiff sent the signed documents to Prayer at Magnus to confirm that Plaintiff had fulfilled the request made by Prayer and Shapiro.

28. On or about July 2, 2017, MLB Player sent a letter to his prior agent notifying the prior agent that he was terminating the agency relationship.

29. At all times in his dealings with Plaintiff, Prayer held himself out to Plaintiff as the Chief Executive of “Magnus Baseball,” which Plaintiff understood to be a division of Magnus called “Magnus Sports” because Magnus also represented entertainers that would not fall under the “Magnus Sports” umbrella.

30. At all times in his dealings with Plaintiff, Shapiro held himself out to Plaintiff as the President of Magnus Baseball.

31. On or about May 11, 2018, Prayer sent an email to Plaintiff while Plaintiff was in California advising Plaintiff that “we” now represented two additional Latino baseball players who were also children of another famous Latino baseball player, much like the situation with MLB Player and Father.

32. On or about May 15, 2018, a third party (Brian Cunningham) sent an email to Prayer, stating that he had been working with Plaintiff about having MLB Player sign some game model bats that MLB Player was using that had been manufactured by Louisville Slugger, a globally known baseball bat manufacturer, and he required assistance from Prayer to get contact information for the Louisville representative, which Prayer forwarded to Plaintiff while Plaintiff was in California and asked Plaintiff to call him about the email.

33. After negotiating a license agreement with Leaf Trading Cards, another globally known trading card and collectible company on behalf of MLB Player, on or about May 18, 2018, MLB Player entered into a license agreement with Leaf whereby MLB Player would autograph certain trading cards, in exchange for a payment to be delivered to Plaintiff’s sole proprietorship.

34. In April 2019, MLB Player joined the parent major league baseball team for which he had been playing for the minor league team. This was the condition that needed to occur in

order for Magnus to receive five percent (5%) of MLB Player's salary as commission and put Magnus in a position to pay Plaintiff his portion of that commission.

35. Also, after MLB Player joined his major league team, Magnus, through Praver and Shapiro, offered to assist Plaintiff in getting approval from the Major League Baseball Players Association to serve as an agent.

36. On May 15, 2019, Praver sent an email to Plaintiff while Plaintiff was in California asking him to confirm that he and MLB Player had received wire transfers from Magnus Baseball in the amount of \$70,000 to MLB Player and \$17,500 to Guerrero Collectibles, i.e. Plaintiff's sole proprietorship. Plaintiff did receive the wired payment to his bank in California.

37. On May 31, 2019, Shapiro sent an email to Plaintiff while Plaintiff was in California and requested that Plaintiff review with MLB Player a PowerPoint deck proposing to take video of MLB Player for an American Express commercial as the deck imposed certain dress requirements and MLB Player's availability for the video shoot.

38. On August 7, 2019, Praver sent an email to Plaintiff while Plaintiff was in California stating that Defendants would be making a wire payment to Plaintiff in the amount of \$23,000 paid to Plaintiff's sole proprietorship.

39. On or about August 24, 2019, Shapiro sent an email to Plaintiff while Plaintiff was in California asking Plaintiff to discuss with MLB Player (1) whether MLB Player had received a bat case from Louisville, (2) setting up an American Express payment through Wells Fargo Bank, (3) the "Players Weekend" shoe invoice, (4) having MLB Player sign additional cards for Topps, and (5) scheduling a lunch with a third party (TD Bank).

40. In early September 2019, Shapiro sent a text message to Plaintiff requesting that Plaintiff work with MLB Player to obtain his availability to attend a luncheon with a third party

(TD Bank) before MLB Player's game on the evening of Friday, September 27, 2019, and requesting that Plaintiff discuss MLB Player's review of videos taken of MLB Player by a third party (American Express) to approve said videos.

41. On or about November 8, 2019, Praver sent a text message to Plaintiff while Plaintiff was in California, stating that Magnus Baseball was going to wire Plaintiff's payment to him in the amount of \$14,670.

42. On or about June 21, 2020, Praver sent a text message to Plaintiff while Plaintiff was in California stating that Defendants were going to wire Plaintiff's payment to him in the amount of \$19,400.

43. On or about June 2, 2021, Praver sent an email to Plaintiff while Plaintiff was in California stating that Defendants were sending their payments owed to Plaintiff in the amount of \$34,182.

44. On or about June 10, 2021, Praver sent a text message to Plaintiff while Plaintiff was in California stating that Defendants had received money from Topps for autographs signed by MLB Player and that the money would be wired to Plaintiff, which included paying \$10,000 to Plaintiff's collectible business and \$27,500 to Plaintiff.

45. On or about September 23, 2021, Shapiro sent a text message to Plaintiff while Plaintiff was in California to schedule a call to discuss the status of negotiations with Topps and Shapiro for another endorsement opportunity for MLB Player.

46. On or about September 29, 2021, Praver sent a text message to Plaintiff while Plaintiff was in California stating that Defendants had received money from Topps for autographs signed by MLB Player and would be wiring the payment due Plaintiff the following morning.

47. On or about December 6, 2021, Prayer sent a text message to Plaintiff while Plaintiff was in California stating that Prayer was sending payment to MLB Player and to Plaintiff for money received by Defendants from Topps for autographs that MLB Player had signed for Topps.

48. Near the end of 2021, Plaintiff assisted Magnus and MLB Player in securing a new contract with Topps for \$5,000,000 that would take effect in June 2022, for which Magnus, through Prayer and Shapiro, promised that it would be part of Plaintiff's compensation in the form of a \$1,000,000 commission for securing that new contract with Topps for MLB Player that would be paid in quarterly amounts of \$25,000, i.e. \$100,000 per year, over ten (10) years.

49. The last payment that Magnus made to Plaintiff was on December 8, 2021, that represented Plaintiff's compensation in the amount of twenty percent (20%) from MLB Player's marketing and endorsement deals and Plaintiff's expense reimbursement.

50. At various times from June 10, 2017 on, Prayer and Shapiro, acting on behalf of Magnus, requested that Plaintiff ensure that MLB Player show up for personal appearances for product endorsement deals for MLB Player, including personals appearances for a credit card company and a sunflower seed company.

51. On August 4, 2022, while in California, Plaintiff sent a text message to Shapiro asking when he could meet with Prayer and Shapiro to discuss the payments due to Plaintiff for his services rendered regarding MLB Player.

52. On or about August 5, 2022, Shapiro sent a text message to Plaintiff stating that, although Prayer and Shapiro had traveled to Los Angeles, California for, upon and information and belief, what was business related to Magnus Baseball, Prayer and Shapiro were too busy to meet but would meet with Plaintiff in California after the baseball season.

53. On October 8, 2022, while in California, Plaintiff sent a text message to Prayer asking when he could have his meeting with Prayer and Shapiro to discuss the payments due to Plaintiff for his services rendered for Defendants regarding MLB Player.

54. On or about October 10, 2022, Prayer sent a text message to Plaintiff while he was in California stating that Prayer and Shapiro would meet with Plaintiff in San Diego, California to discuss Plaintiff's next payment.

55. On December 5, 2022, Plaintiff and Magnus, acting through Prayer and Shapiro, met at the Indigo Gaslamp Hotel in San Diego, California, to discuss the unpaid compensation. During the December 5, 2022 meeting, Prayer and Shapiro advised Plaintiff that Magnus had no intention of paying Plaintiff for any portion of the commission that Magnus has received from MLB Player's salary and only intended to pay him a bonus in an equitable amount to be determined.

56. Plaintiff interpreted the comments from Prayer and Shapiro made at the December 5, 2022 meeting in San Diego, California to mean that Magnus was repudiating the agreement.

57. Subsequent to MLB Player signing the agreement with Magnus, Plaintiff incurred expenses in paying for Plaintiff's expenses, including paying for ride share services used by MLB Player, paying for MLB Player's hotel stays, paying for MLB Player's rent (the lease was in Plaintiff's name) and utilities, paying for MLB Player's furniture rental, and paying fees associated with transfer of MLB Player's own money to his relatives using Western Union.

58. Upon information and belief, Magnus approved, ratified, and authorized all of Prayer and Shapiro's conduct regarding Plaintiff and that such approval, ratification, and authorization is evidenced, in part, by Magnus (a) providing bonuses to Plaintiff, (b) giving him four (4) tickets to attend a September 13, 2019 concert put on by one of Magnus' owners, Marco

Antonio Muñiz who performs as “Marc Anthony” in Los Angeles, California, (c) giving him four (4) tickets to attend a December 18, 2021 Marc Anthony concert in Los Angeles, California, (d) arranging for Plaintiff to travel on Mr. Muñiz’s private jet that was marked with the Magnus logo on its tail from California, (e) taking photographs with Mr. Muñiz; (f) arranging to have Plaintiff’s family meet with Mr. Muñiz, and (g) recording a video for the marriage of one of Plaintiff’s children that was shown at the wedding.

COUNT I – BREACH OF CONTRACT

59. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

60. A valid and enforceable contract exists between the parties. Plaintiff and Defendants, for valuable consideration, entered into a contract whereby Plaintiff would be compensated if he facilitated an arrangement such that Defendants would serve as agents for and/or manage MLB Player, Vladimir Guerrero, Jr.

61. Plaintiff successfully facilitated the agent and/or management relationship between Defendants and MLB Player, Vladimir Guerrero, Jr., such that payment terms under the contract were triggered.

62. Defendants materially breached the contract by failing to pay Plaintiff compensation owed under the contract.

63. Plaintiff has sustained damages, including, but not limited to, compensatory, general, and consequential damages, as a result of Defendants’ breach of the contract.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs and any other relief deemed just and proper by the Court.

COUNT II – BREACH OF ORAL JOINT VENTURE AGREEMENT

64. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

65. Plaintiff and Defendants created a joint venture agreement when they combined their resources and/or time to facilitate the business deal of Defendants serving as agents and/or managers of MLB Player, Vladimir Guerrero, Jr.

66. The joint venture agreement contained a community of interest among Plaintiff and Defendants in the performance of the common purpose of representing and/or managing and/or serving as managers of MLB Player, Vladimir Guerrero, Jr.

67. The joint venture agreement provided joint control or the right of control among Plaintiff and Defendants in that they would collectively be participating in the representation and/or serving as agent and/or managing MLB Player, Vladimir Guerrero, Jr.

68. Plaintiff and Defendants had a joint proprietary interest in the subject matter of the agreement, which included representation and/or serving as agent and/or managing MLB Player, Vladimir Guerrero Jr. and receiving compensation, in connection with those activities.

69. Plaintiff and Defendants had a right to share in the profits, under the joint venture agreement, in precise percentage tiers that they agreed upon.

70. Plaintiff and Defendants had a duty to share in any losses sustained under the joint venture agreement because expenses were to be incurred under the joint venture agreement and failure to secure compensation under the joint venture agreement would result in losses.

71. As a result of the joint venture agreement, Plaintiff and Defendants owed a fiduciary duty to each other. Plaintiff placed his trust and confidence in Defendants to act on his behalf and in his best interests with respect to the agent and/or management deal that he facilitated between Defendants and MLB Player, Vladimir Guerrero, Jr.

72. Defendants breached duties of care, loyalty, notification, and/or accounting owed to Plaintiff with certain activity, including, but not limited to, taking actions only in the best interest of Defendants, failing to disclose significant details and developments pertinent to the joint venture agreement, failing to reveal the extent of monies being received in connection with the agency and/or management relationship with MLB Player, Vladimir Guerrero, Jr., and failing to make required payments under the joint venture agreement.

73. Plaintiff sustained damages as a proximate cause of Defendants' breach of the joint venture agreement.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs and any other relief deemed just and proper by the Court.

COUNT III – UNJUST ENRICHMENT

74. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

75. Plaintiff conferred a benefit on the Defendants—the opportunity to represent MLB Player and make tens of millions of dollars on that representation.

76. Plaintiff also allowed Defendants to provide gifts and services above and beyond what they would have been able to offer without Plaintiff due to MLB's limitations.

77. Defendants had knowledge of MLB Player's potential worth.

78. Defendants have profited off the benefit of representing MLB Player.

79. Defendants would be unjustly enriched if they did not pay restitution to the Plaintiff.

80. Plaintiff was injured and sustained damages.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs.

COUNT IV – DECLARATORY RELIEF

81. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

82. Several disputed matters exist between the parties. These disputes are actual, present and bona fide. These disputes between the parties require this Court to enter a declaratory judgment to set forth the rights and the responsibilities of the parties.

83. The dispute arises out of the foregoing facts.

84. As a result of the disputes set forth in the preceding paragraphs, Plaintiff has been placed in doubt as to his rights and is in need of immediate judicial determination of those rights.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby requests the following declaratory relief against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, along with any other relief deemed just and proper by the Court:

- a. The parties hereto had a valid and enforceable contract.
- b. The Plaintiff is owed unpaid wages for his services to MLB Player, at the bequest and for the benefit of, the Defendants.
- c. Plaintiff is owed the following compensation percentages, past and future, as follows:
 - i. An amount equal to twenty percent (20%) of all of MLB Player's endorsement deals secured by Plaintiff on behalf of MLB Player for Magnus, to be paid on a quarterly basis;

- ii. An amount equal to ten percent (10%) of all of MLB Player's endorsement deals secured on behalf of MLB Player for Magnus by anyone else other than Plaintiff to be paid to Plaintiff on a quarterly basis, unless the deal was secured by a Canadian contact, and in that case, Plaintiff would be entitled to five percent (5%);
 - iii. Magnus and Plaintiff would pay for MLB Player's living expenses (rent, utilities, etc.) while MLB Player was in the minor leagues with Plaintiff advancing all of the expenses and Magnus reimbursing Plaintiff for fifty percent (50%) of those expenses with the reimbursements being paid on a quarterly basis concurrent with the endorsement deal compensation payments; and,
 - iv. If and when MLB Player reached the major league level, Magnus would pay Plaintiff an amount equal to two percent (2%) of MLB Player's major league salary, paid from the five percent (5%) commission that Magnus would receive as MLB Player's agent, with such payments being made by the end of November of each major league season in which MLB Player played.
- d. That the Court determine and declare whether Defendants have waived any defenses or exclusions by issuing past payments paid over the years and by failing to make continued payments after MLB Player made it into major league baseball.
 - e. That the Court declare that Plaintiff is entitled to claim attorneys' fees, under section 448.08 of the Florida Statutes, and determine the amount thereof.
 - f. That the Court order full and complete disclosure of all documents and allow full and liberal discovery of the facts and circumstances surrounding the amount of Plaintiff's commission on endorsements, deals, and salary.

**COUNT V – BREACH OF IMPLIED
COVENANT OF GOOD FAITH AND FAIR DEALING**

85. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

86. A valid and enforceable contract exists between the parties. Plaintiff and Defendants, for valuable consideration, entered into a contract whereby Plaintiff would be compensated if he facilitated an arrangement such that Defendants would serve as agents for and/or manage MLB Player, Vladimir Guerrero, Jr.

87. Plaintiff performed his obligations under the contract by facilitating the agency and/or management deal between Defendants and MLB Player, Vladimir Guerrero, Jr.

88. Defendants unfairly prevented Plaintiff from receiving the benefits he was entitled to under the contract by not compensating Plaintiff under the specific payment terms of the contract.

89. Defendants acted arbitrarily and unreasonably in a manner that frustrated Plaintiff's reasonable expectations and benefit of the bargain.

90. Defendants acted in bad faith, dishonestly, and with improper motive designed to destroy and/or injure Plaintiff's right to receive the benefits or reasonable expectations of the contract.

91. Defendants are sophisticated and are engaged and/or active in the billion-dollar industry of entertainment and/or professional sports.

92. Defendants have substantial bargaining power and significant resources. Praver and Shapiro are established figures in the baseball agent and/or management community and Magnus is a massive entertainment and/or sports agency company focused on Latino baseball talent and founded by mega star Marc Anthony.

93. Plaintiff was injured and sustained damages.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs and any other relief deemed just and proper by the Court.

COUNT VI – PROMISSORY ESTOPPEL

94. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

95. Defendants promised Plaintiff that, if Plaintiff could get MLB Player to agree to have Magnus serve as his agent, then Magnus would hire Plaintiff to serve as an intermediary between Defendants and MLB Player and serve as what amounts to be a personal assistant for MLB Player and pay Plaintiff agreed upon compensation.

96. Plaintiff was instructed by Praver and Shapiro that Plaintiff must fly from California to Chicago, Illinois, and then drive to South Bend, Indiana to have MLB Player sign documents they sent to the Plaintiff.

97. Following MLB Player's transition to Magnus, Plaintiff continued to serve as an intermediary between Defendants and MLB Player and serve as what amounts to be a personal assistant, per agreement with the Defendants and at the direction of Defendants.

98. As a result of the agreement with Defendants, Plaintiff forewent similar agreements with other agencies interested in representing MLB Player.

99. Plaintiff's detrimental reliance estops Defendants from repudiating the contract without consequential damages.

100. Plaintiff has sustained damages.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an

amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs and any other relief deemed just and proper by the Court.

COUNT VII – FRAUDULENT MISREPRESENTATION

101. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

102. Defendants intentionally and recklessly misrepresented their payment terms to the Plaintiff with the intention to coerce Plaintiff into action on the basis of the misrepresentation.

103. Defendants knew that their representation was false. Defendants intended, and knew, that their misrepresentation would cause Plaintiff to act on it, enabling them the opportunity to represent MLB Player by taking advantage of Plaintiff's relationship with MLB Player.

104. Acting in reliance on Defendants' misrepresentation, Plaintiff has sustained injuries.

105. Plaintiff has sustained damages.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs and any other relief deemed just and proper by the Court.

COUNT VIII – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

106. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

107. Plaintiff served as the business manager for MLB Player for many years. Before that, he was the business manager and had an active business relationship with MLB Player's family, including MLB Player's Father who was also a great baseball player.

108. Defendants knew of Plaintiff's business relationship with MLB Player and MLB Player's family and sought to exploit it by using Plaintiff to connect Defendants and MLB Player

for agent and/or management services, knowing that Defendants would not be properly compensating Plaintiff under the contract entered into between Plaintiff and Defendants.

109. Defendants' interference with Plaintiff's business relationship with MLB Player was the proximate cause of the impairment of that business relationship.

110. Plaintiff was injured due to Defendants' actions, and he has sustained resulting damages.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs and any other relief deemed just and proper by the Court.

COUNT IX – LOST WAGES

111. Plaintiff adopts and realleges paragraphs 1 through 58 as if fully set forth herein.

112. Magnus hired Plaintiff to serve as an intermediary between Defendants and MLB Player and serve as what amounts to be a personal assistant for MLB Player. In exchange for Plaintiff's services, including assisting with MLB Player's living expenses, Defendants agreed to pay Plaintiff agreed upon compensation.

113. Despite demand for payment, Defendants have refused to pay Plaintiff for his services.

114. Per Florida Statute, Plaintiff is entitled to reasonable attorneys' fees and costs.

115. Plaintiff has sustained damages.

WHEREFORE, Plaintiff, JESSE GUERRERO, hereby demands judgment against the Defendants, MAGNUS SPORTS, LLC, BARRY PRAVER, AND SCOTT SHAPIRO, in an

amount to be determined by the trier of fact, along with judgment for pre-judgment interest, if applicable, and costs and any other relief deemed just and proper by the Court.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury on all questions of fact raised by this complaint and on all other issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 2, 2025, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically notices of Electronic Filing.

/s/ Joshua D. Ferraro

Joshua D. Ferraro

SERVICE LIST

**Jesse Guerrero vs. Magnus Sports, LLC,
Barry Paver and Scott Shapiro**

United States District Court of the Southern District of Florida

CASE NO. 25-CV-20216-RAR

Attorney for Plaintiff, Jesse Guerrero

Joshua D. Ferraro, Esquire

E-mail: jferraro@lesserlawfirm.com
ldurandetto@lesserlawfirm.com

Lesser, Landy Smith & Siegel, PLLC
420 Columbia Drive, Suite 110
West Palm Beach, FL 33409
Phone: (561) 655-2028
Facsimile: (561) 655-2033

Attorney for Plaintiff, Jesse Guerrero

Jonathan T. Nguyen

E-mail: jon@gnlaw.org
Gilbert & Nguyen

222 North Pacific Coast Highway
Suite 2000
El Segundo, CA 90245
Phone: (310) 522-9001

Attorney for Plaintiff, Jesse Guerrero

James B. Devine, Esquire

E-mail: james@jamesbdevine.com

Law Offices of James B. Devine APC
418 Chapala Street, Suite B
Santa Barbara, CA 93101
Phone : (805) 845-7500

Attorney for Defendant, Magnus Sports, LLC

Bryan M. Reines, Esquire

E-Mail: breines@zuckerman.com

Zuckerman Spaeder LLP
1800 M. Street NW, Suite 1000
Washington, DC 20036
Phone : (202) 778-1800

Attorney for Defendant, Magnus Sports, LLC

Nathan Michael Berman

E-Mail: nberman@zuckerman.com

Zuckerman, Spaeder, Taylor, & Evans
101 E Kennedy Boulevard, Suite 1200
Tampa, FL 33602
Phone : (813) 221-1010
Facsimile : (813) 223-7961

Attorney for Defendant, Magnus Sports, LLC

Gregory Philip Korn, Esquire

E-Mail: gkorn@khiks.com

Kinsella Holly Iser Kump Steinsapir LLP
11766 Wilshire Boulevard, Suite 750
Los Angeles, CA 90025
Phone: (310) 566-9800

Attorney for Defendant, Magnus Sports, LLC

Jon R. Fetteroff, Esquire

E-Mail: jfetterolf@zuckerman.com

Zuckerman Spaeder LLP
1800 M Street NW, Suite 1000
Washington, DC 20036
Phone: (202) 778-1800

Facsimile: (310) 566-9850

*Attorney for Defendant, Barry Praver
& Scott Shapiro*

Adam J. Stolz, Esquire

E-Mail: astolz@dkrpa.com

Dimond Kaplan & Rothstein, P.A.

Offices at Grand Bay Plaza

2665 South Bayshore Drive, Ste Ph 2b

Coconut Grove, FL 33133

Phone: (305) 374-1920

Facsimile: (305) 374-1961

*Attorney for Defendant, Barry Praver
& Scott Shapiro*

Eshaba Jahir-Sharuz, Esquire

E-Mail: eshaba@dkrpa.com

Dimond Kaplan & Rothstein, P.A.

Offices at Grand Bay Plaza

2665 South Bayshore Drive, Ste Ph 2b

Miami, FL 33133

Phone: (305) 374-1920

Facsimile: (305) 374-1961

Attorney for Defendant, Scott Shapiro

Michael Gregory Freedman, Esquire

E-Mail: michael@thefreedmanfirm.com

Freedman Firm PC

1801 Century Park East, Suite 450

Los Angeles, CA 90067

Phone: (310) 285-2210

Attorney for Defendant, Scott Shapiro

Scott Michael Dimond

E-Mail: sdimond@dkrpa.com

Dimond Kaplan & Rothstein, P.A.

Offices at Grand Bay Plaza

2665 South Bayshore Drive, Ste Ph 2b

Coconut Grove, FL 33133

Phone: (305) 374-1920

Facsimile: (305) 374-1961

Attorney for Defendant, Scott Shapiro

Stephen Wesley Gorman, Esquire

E-Mail: wgorman@combermilller.com

300 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

Phone: (412) 894-1380

Attorney for Defendant, Scott Shapiro

Tina O. Miller, Esquire

E-Mail: TMiller@combermilller.com

300 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

Phone: (412) 894-1380