

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

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THE BIG EAST CONFERENCE,))	
a District of Columbia Not-for-Profit))	
Corporation, 15 Park Row West,))	
Providence, RI 02903))	
))	
Plaintiff,))	
))	
v.))	Civ. Action No. _____
))	
TEXAS CHRISTIAN UNIVERSITY,))	
a Texas Not-for-Profit Corporation,))	
2800 S. University Dr., Ft. Worth,))	
TX 76129))	
))	
Defendant.))	
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COMPLAINT FOR BREACH OF CONTRACT

Plaintiff the BIG EAST Conference seeks through this action specific performance and/or damages against Defendant Texas Christian University (“TCU”).

INTRODUCTION

1. This action arises from the breach by TCU of its obligation under its Membership Expansion Agreement with the BIG EAST Conference to pay the BIG EAST \$5,000,000 for its refusal to join the Conference.

THE PARTIES

2. Plaintiff the BIG EAST Conference is a District of Columbia not-for-profit corporation headquartered in Providence, Rhode Island.

3. Defendant TCU is a non-profit corporation organized under the laws of and operating in the State of Texas.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the parties are of diverse citizenship and the amount in controversy exceeds \$75,000, exclusive of interests and costs.

5. This Court has personal jurisdiction over TCU by virtue of, *inter alia*, TCU's transaction of business in the District of Columbia and TCU's contacts with this District in connection with the Membership Expansion Agreement ("Agreement") between TCU and the BIG EAST, including but not limited to the attendance of TCU's Chancellor, Victor J. Boschini, Jr., at a BIG EAST Conference meeting held at Georgetown University in the Fall of 2011, its entering into the Agreement with The BIG EAST Conference, a District of Columbia corporation, and its plans

to play athletic contests in the District of Columbia as part of that contractual relationship.

6. Venue in this District is proper under 28 U.S.C. § 1391 because defendant TCU is subject to personal jurisdiction in this District.

STATEMENT OF THE CLAIM

7. The BIG EAST provides a jointly-governed body for sponsoring, supervising, and regulating intercollegiate athletics, assists its Members in funding and promoting their intercollegiate athletics programs, and enhances the opportunities for participation in, and the level of competition of, men's and women's intercollegiate athletics on an equitable basis.

8. The Members of the BIG EAST are Georgetown University, Providence College, St. John's University, Villanova University, Seton Hall University, The University of Connecticut, Rutgers, the State University of New Jersey, Marquette University, The University of Notre Dame, The University of Louisville, The University of Cincinnati, DePaul University, The University of South Florida, West Virginia University, Syracuse University, and The University of Pittsburgh.

9. In the fall of 2010, the BIG EAST had discussions with TCU regarding TCU's potential membership in the Conference.

10. On November 29, 2010, the BIG EAST and TCU entered into the Agreement, whereby the BIG EAST invited TCU to join the Conference on July 1, 2012 ("the Effective Date").

11. In the Agreement, TCU agreed that after the Effective Date, it would be a full member of the BIG EAST and that it would be a full conference participant in at least 14 different sports.

12. In the Agreement, TCU acknowledged and agreed that although damages would be difficult to determine if TCU did not follow through on its agreement to join the BIG EAST on the Effective Date, a reasonable estimate of the Conference's damages would be \$5,000,000.

13. Accordingly, TCU agreed in the Agreement that if it refused to join the BIG EAST on the Effective Date, it would pay the Conference \$5,000,000.

14. From November 29, 2010 until October 6, 2011, TCU attended certain conference meetings and was kept apprised of conference business, but as a non-member, TCU could not vote.

15. At least one meeting took place in the District of Columbia.

16. On October 6, 2011, TCU reneged on its Agreement with the BIG EAST and announced that it had accepted membership, effective July 1, 2012, in another intercollegiate athletic conference, the Big 12.

17. On October 11, 2011, at a press conference announcing that TCU would instead join the Big 12, TCU Athletic Director Chris Del Conte publicly acknowledged TCU's contractual obligation to compensate the BIG EAST for its refusal to join the conference.

18. On October 17, 2011, Chancellor Boschini sent a letter to the BIG EAST confirming that TCU would not become a member of the BIG EAST on the Effective Date.

19. The BIG EAST made demand for the payment owed under the Agreement, but TCU has refused to make that payment or acknowledge its obligation to do so.

20. The Agreement constitutes a valid and enforceable contract between the BIG EAST and TCU.

21. By the actions set forth above, TCU has materially breached its obligation to pay the BIG EAST \$5,000,000 as required by the Agreement and as a direct and proximate result of TCU's breach, Plaintiff has suffered damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Award the BIG EAST \$5,000,000 in damages and/or order specific performance of TCU's obligation under the Agreement to pay the BIG EAST a fee of \$5,000,000 due to TCU's refusal to join the Conference on July 1, 2012;

B. Award Plaintiff the costs of this suit and reasonable attorneys' fees; and

C. Grant such other and further relief as the Court deems appropriate.

JURY DEMAND

Plaintiff requests a trial by jury on all issues.

Respectfully submitted,



Benjamin C. Block

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The BIG EAST Conference