

compensatory and punitive damages arising out of his breach of fiduciary duty and intentional infliction of emotional distress.

II. JURISDICTION AND VENUE

2. Jurisdiction is vested in this Court pursuant to Tenn. Code Ann. § 16-10-101.

3. Tenn. Code Ann. § 20-4-101(a) provides, “In all civil actions of a transitory nature, unless venue is otherwise expressly provided for, the action may be brought in the county where the cause of action arose or in the county where the Defendant resides.” In this case, the Defendant Byron Yawn resides in Davidson County, Tennessee.

III. PARTIES

4. Benjamin T. Zobrist is an adult citizen and resident of Williamson County, Tennessee.

5. Byron Yawn is an adult citizen and resident of Davidson County, Tennessee. He may be served with process at the following address: 5448 Overton Road, Nashville, Tennessee 37220.

IV. FACTS

6. Benjamin (“Ben”) Zobrist is an accomplished athlete and former professional baseball player having played in Major League Baseball for the Tampa Bay Devil Rays/Rays, Oakland Athletics, Kansas City Royals, and Chicago Cubs.

Zobrist played in three World Series, is the winner of the last two and became a two-time World Series champion in the consecutive seasons of 2015 with the Royals and 2016 with the Cubs.

7. Mr. Zobrist is married to Julianna Zobrist, and is the father of three minor children, the youngest of which is five years of age.

8. Byron Yawn is the owner of a consulting business known as Forrest Crain & Company. During the relevant time period discussed in this Complaint, the Defendant was the Senior Pastor and Elder at Community Bible Church in Nashville, Tennessee, where he was employed for approximately twenty years as both pastor and elder. In addition, the Defendant, throughout the relevant period discussed in this Complaint, was the Executive Director of Patriot Forward Charity founded by the Plaintiff.

9. Beginning in 2005, Plaintiff and his wife regularly attended Community Bible Church in Nashville, Tennessee, where Byron Yawn was Senior Pastor.

10. The Defendant, as the Senior Pastor and Elder of the Plaintiff's church, not only occupied a ministerial and ecclesiastical role, but also presented himself to the Plaintiff and his wife as their pastor and one in whom they were encouraged to accord a level of trust as their spiritual mentor. As an example of this trust, the Plaintiff and his wife submitted to pre-marital counseling with the Defendant. In addition, they later accepted the Defendant's invitation to officiate the public dedication of their three infant children, and to hold the children up before

the church congregation with a covenantal pledge to rear them in accordance with biblical teachings in the Christian faith.

11. Based on repeated assurances from Mr. Yawn, from the pulpit and in casual meetings with the Plaintiff, that he was sincere in his care for the spiritual wellbeing of the Plaintiff and his wife and children, and that he was available to them as a source of spiritual guidance and direction, the Plaintiff came to trust the Defendant and regard him as one with in whom he could safely confide his most personal information.

12. In 2005, Defendant Yawn provided pre-marital counseling to both Benjamin Zobrist and his fiancé, and later wife, Julianna Zobrist.

13. Later, in 2007, and again in 2016-2017, Mr. Zobrist entered into counseling with Mr. Yawn with respect to certain struggles he was encountering with anxiety and depression.

14. In 2011, while acting in the role of the Plaintiff's pastor and mentor, Byron Yawn assisted him in preparing a short narrative discussing how he came to faith in Jesus Christ, called a "Testimony card", used by the Plaintiff as means of sharing his faith.

15. In 2016, the Plaintiff also sought and relied on the Defendant's pastoral advice and input regarding daily devotions produced by Baseball Chapel.

16. Both Mr. Zobrist and his wife also regularly sought the advice and counsel of the Defendant as their pastor and counselor in how to strengthen their

marriage relationship in 2013, and were involved in counseling offered through the Defendant's church dealing with pornography.

17. Commencing in August of 2018, Mr. Yawn began having regular conversations with the Plaintiff's wife, Julianna Zobrist on a daily basis.

18. Unbeknownst to the Plaintiff, in September of 2018, during the time that he was providing pastoral counseling to Mr. Zobrist, the Defendant also began secretly pursuing an intimate relationship with Mr. Zobrist's wife.

19. The Defendant's romantic involvement with Ms. Zobrist escalated in the spring of 2019, when he began meeting her for sex.

20. The Defendant secretly maintained a sexually intimate relationship with the Plaintiff's wife for the remainder of 2019 and into the spring of 2020, all the while concealing it from the Plaintiff, his counselee.

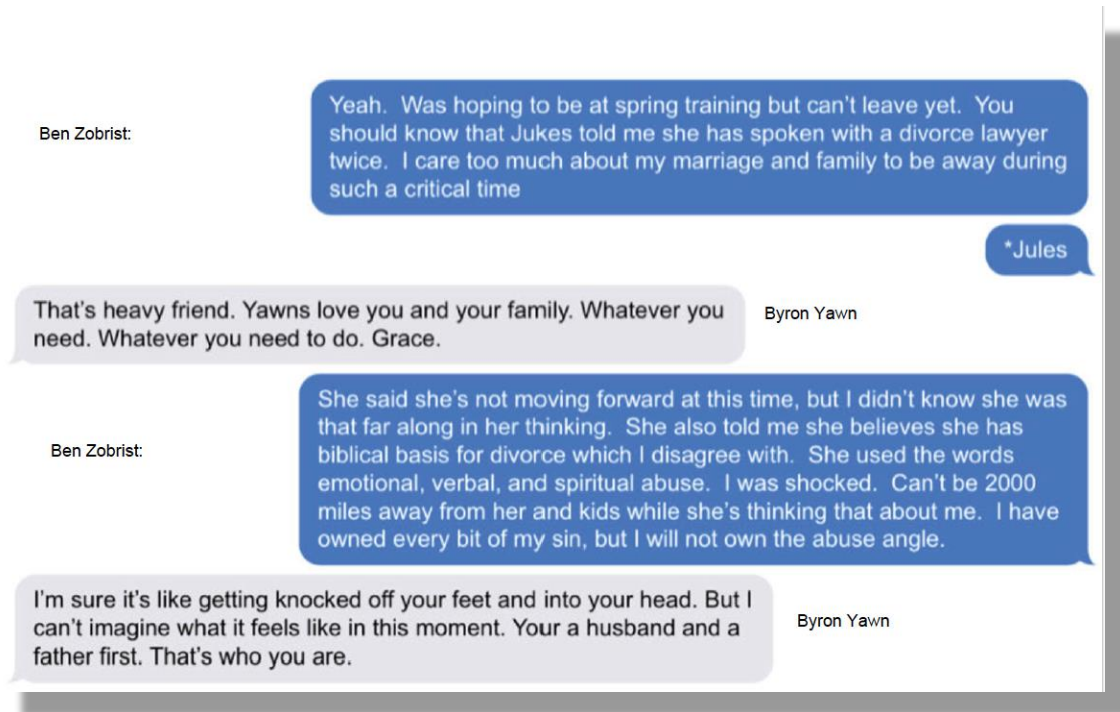
21. The Defendant also encouraged the Plaintiff's wife to keep secret from her husband the true nature of her relationship with Mr. Yawn through their mutual use of "burner phones".

22. While acting in a pastoral role toward the Plaintiff and his wife the Defendant gained access to personal and private information which the Plaintiff would otherwise have never shared with him but for this fiduciary relationship with the Plaintiff.

23. As an example, the Defendant became aware of small fissures in the marital relationship between Ben and Julianna Zobrist. The Defendant exploited this private information and in 2019 even deceptively encouraged Mr. Zobrist to

“give his wife some space”. All the while, the Defendant was using the confidential information shared with him by the Plaintiff to his own self-seeking advantage and in derogation of the Plaintiff’s personal, emotional or spiritual wellbeing.

24. Mr. Zobrist shared a painful detail about his marriage in the following text message to the Defendant on February 20, 2019. Mr. Yawn, who at the time was still sexually involved with the Plaintiff’s wife behind his back, responded with feigned words of sympathy and friendship:



25. While falsely claiming to serve as a fiduciary and repository of the Plaintiff’s trust and confidence, the Defendant surreptitiously used information he gained to further cement his illicit relationship with the Plaintiff’s wife.

26. The Defendant has since acknowledged under oath that during the relevant time period discussed in this complaint he occupied a special relationship with the Plaintiff as his pastor and counselor and that he owed him certain duties while acting in these roles.

27. The Defendant breached his fiduciary duty toward the Plaintiff as well as his duty of confidentiality and trust that existed by virtue of his pastoral relationship with the Plaintiff.

28. As an additional means of ingratiating himself to the Plaintiff, the Defendant used his influence to assume a leadership position with Plaintiff's charity, Patriot Forward to his own personal benefit. In June of 2018 The Defendant was involved in all aspects of the Plaintiff's charity, writing himself into all aspects of the organization from content development to copyrighting, to writing the curriculum for the young players. In the beginning, Defendant was charging the organization various rates for his work: \$50.00 per hour for Curriculum Development; \$37.50 per hour for Consultation/Project Management; for an estimated combined hourly rate of \$87.50.

29. On September 19, 2018 the Defendant emailed a proposed budget for the organization that included a salary for himself of \$36,000.00 per year.

30. In the fall of 2018, Defendant began using his role in Patriot Forward as an excuse to meet with the Plaintiff's wife, Julianna Zobrist, and began working closely with Mrs. Zobrist over several months purportedly to develop the charity's social media presence.

31. By December of 2018, the Defendant drafted his own job description as Executive Director, involving himself in every facet of the Plaintiff's charity.

32. When the Defendant began meeting the Plaintiff's wife for sex during the spring of 2019, he was still the Executive Director of Patriot Forward.

33. The Plaintiff began ingratiating himself into all the financial aspects of Patriot Forward. He provided the budgets, signed contracts for various events, and was involved in all aspects of the website, social media, brand adjustment, their long term marketing strategy, and their financial systems.

34. The Defendant used his imprimatur as a minister to draft and propose a mission statement for Patriot Forward. In an October of 2018, the Defendant stated as a tag line for this charity: "Caring for the Heart and Soul of the Professional Baseball Player". He also drafted as part of the charity's mission statement the following four purposes:

Patriot Forward was founded by 2016 World Series MVP and veteran big leaguer, Ben Zobrist out of a sincere concern for the minor leaguer player. Ben's vision was forged out of his own minor league experience and firsthand knowledge of the impact of the baseball life on the individual. Patriot Forward is an organization by players for players. The general aim is to minimize the impact of the professional baseball life by supporting the player in four key areas:

Faith: Paying appropriate attention to the mental and spiritual health of the individual player.

Family: Providing a network of support and encouragement for those directly impacted by the baseball life.

Finance: Offering financial aid, help and guidance to the minor league player and his family.

Field: Supplying baseball equipment and supplies to the minor league player during the season.

35. On January 14, 2019, Mr. Yawn sent the Plaintiff an email entitled “2019 Strategic Planning Session Results” in which he outlined several months of goals for the charity, including the Defendant’s four-month plan to work on the charity’s mission/values/goals content.

36. The Community Bible Church where the Defendant was Senior Pastor and Elder until January of 2019, maintained certain religious tenets and practices. Specifically, the Community Bible Church and the Defendant as Senior Pastor and Elder espoused and taught the following doctrinal teachings as set forth in the Church’s bylaws:

Marriage and Sexuality

We believe that the term ‘marriage’ has only one meaning and that it is marriage sanctioned by God which joins one man and one woman in a single, exclusive union, as delineated in Scripture.

We believe that God intends sexual intimacy to only occur between a man and a woman who are married to each other. We believe that God has commanded that no intimate sexual activity be engaged outside of marriage between a man and a woman.

We believe that any form of sexual immorality, such as adultery, fornication, homosexuality, bisexual conduct, bestiality, incest, pornography, or any attempt to change one’s sex, or disagreement with one’s biological sex, is sinful and offensive to God.

Qualification of Elders

Each member of the Board of Elders must be an active member of this church and possess the qualifications described in 1 Timothy 3:1-7 and Titus 1:6-9. He shall be:

1. Blameless as a steward of God; above reproach (1 Timothy 3:2; Titus 1:6-7).

2. Husband of one wife; a one-woman man (1 Timothy 3:2; Titus 1:6).
3. Temperate, sober, vigilant (1 Timothy 3:2).
4. Sober-minded, prudent (1 Timothy 3:2; Titus 1:8).
5. Of good behavior; orderly, respectable (1 Timothy 3:2).
6. Given to hospitality (1 Timothy 3:2; Titus 1:8).
7. Apt to teach; able to teach; he can exhort believers and refute false teaching (1 Timothy 3:2; Titus 1:9).
8. Not given to wine (1 Timothy 3:3; Titus 1:7).
9. Not violent; not pugnacious (1 Tim. 3:3, Titus 1:7).
10. Patient, moderate, forbearing, gentle (1 Timothy 3:3).
11. Not a brawler; uncontentious; not soon angry or quick-tempered (1 Timothy 3:3; Titus 1:7).
12. Not covetous; not a lover of money; not greedy of base gain (1 Timothy 3:3, Titus 1:7).
13. Rules well his own house. His children are faithful; not accused of rebellion to God (1 Timothy 3:4; Titus 1:7).
14. Not a novice; not a new convert (1 Timothy 3:6).
15. Has a good report or reputation with outsiders (1 Timothy 3:7).
16. Not self-willed (Titus 1:7).
17. A lover of good men and things (Titus 1:8).
18. Just, fair (Titus 1:8).
19. Holy, devout (Titus 1:8).
20. Self-controlled (Titus 1:8).

(Bylaws of Community Bible Church).

37. During the relevant period of time discussed in this complaint Mr. Zobrist attended this church and contributed generously to it. On average, Mr. Zobrist donated approximately \$10,000.00 per month in tithes and offerings, an amount which funded two to three salaried church positions.

38. Mr. Zobrist also gave to families in need at the church, donating as much as \$15,000.00 to families when requested to do so by Mr. Yawn. He also made a special gift of between \$10-15,000.00 to fund a pastoral trip for the Yawn family.

39. Byron Yawn also led an annual event at the church in which he introduced the Plaintiff as a headline speaker and took advantage of the Plaintiff's celebrity status as a means of attracting and recruiting new members to the church.

40. Throughout the Defendant's pastoral counseling and mentorship with the Plaintiff, Mr. Yawn often capitalized on the Plaintiff's celebrity asking him to sign autographs for his mother-in-law; requesting tickets to baseball games; hosting "Guys Night Out" for the church at Mr. Zobrist's home; Mr. Yawn requested that Mr. Zobrist send personal videos to parishioners who were being baptized; and nominating Mr. Zobrist as a deacon of Community Bible Church in hopes that his celebrity would attract new parishioners and keep current parishioners in the church.

41. Following the Plaintiff's victory in the 2016 World Series, Mr. Yawn submitted for national publication in the Baptist Press a series of interviews identifying himself as the Pastor of Ben Zobrist.

42. The Defendant often publicly touted himself to others as "Ben Zobrist's Pastor".

43. In May of 2019, the Defendant's wife, Robin Yawn discovered that he had a burner phone. Mrs. Yawn told her husband that if Julianna Zobrist did not tell the Plaintiff about this, that she would do so. Mrs. Yawn did confide to Mr. Zobrist the following day that she believed her husband and his wife were having an emotional relationship, but nothing physical.

44. In response to this revelation by Ms. Zobrist, the Plaintiff and his wife began marital counseling with the goal of re-strengthening their marriage.

45. It is the Plaintiff's understanding that Byron Yawn and his wife, Robin Yawn also engaged in marital counseling sometime in 2019 following her discovery of Mr. Yawn's burner phone.

46. The Plaintiff was scheduled to return playing professional baseball in the summer of 2019. He was unable to do so, however, due to the newly discovered information from Robin Yawn, and his need to turn his focus entirely on repairing his marital relationship. As a consequence, Mr. Zobrist forfeited four months of his 2019 season of his professional baseball contract resulting in approximately eight million dollars of lost income.

47. In March of 2019, Patriot Forward, the charitable organization founded by the Plaintiff, terminated Mr. Yawn as Executive Director, a position in which Mr. Yawn was paid a salary of \$3,500 per month. Despite his termination in March of that year, Mr. Yawn somehow continued to fraudulently receive salary checks until May of 2019 and he cashed these checks with full knowledge that his position had been terminated.

48. The Plaintiff did not discover until June 3, 2020, when his wife admitted for the first time in response to a set of written requests for admission in a divorce proceeding, that she and Byron Yawn had been engaged in a sexual relationship for several months and that she had lied about this to Mr. Zobrist.

8. Admit or deny that you have been physically intimate with Byron Yawn.

Admit x

Deny

(Response by Julianna Zobrist to Request for Admission No. 8, received on June 3, 2020).

11. Admit or deny you have lied to your Husband.

Admit x

Deny

(Response by Julianna Zobrist to Request for Admission No. 11, received on June 3, 2020).

**IV.
Causes of Action**

**I.
COUNT I
Breach of Fiduciary Duty**

49. Plaintiff incorporates by reference herein the allegations contained in the preceding numbered paragraphs, and does further allege as follows.

50. The Defendant owed a fiduciary duty of loyalty, confidentiality, trust and fidelity to the Plaintiff to conduct himself in a manner that was consistent with the attributes, tenets and qualifications ascribed to one in the office of elder within the Community Bible Church.

51. In addition, the Defendant owed a fiduciary duty to the Plaintiff with whom he maintained a counselor-counselee relationship, and in whom the Plaintiff placed his confidence and trust as one who claimed certain expertise and superior knowledge.

52. The Defendant willfully and deliberately breached his fiduciary duty to the Plaintiff by:

- a. falsely representing that he was providing counseling to assist both the Plaintiff and his wife in healing and strengthening their marriage while deceptively acting in furtherance of his own selfish, prurient interests;
- b. acting under the pretense of a pastor while taking advantage of the Plaintiff's vulnerable state to further his own selfish interests;
- c. betraying the confidence of the Plaintiff by disclosing matters that were confided to the Defendant by the Plaintiff in the course of their counseling relationship in order to selfishly gain the trust and confidence of the Plaintiff's wife;
- d. falsely representing that he possessed the qualifications of an Elder and adhered to the tenets and doctrinal positions of the Church in order to gain the confidence and trust of the Plaintiff;
- e. entering into a clergy-parishioner relationship with the Plaintiff under the guise and "sheep's clothing" of spiritual care, counseling and mentorship while selfishly seeking his own personal interests to the detriment of the Plaintiff's emotional and spiritual wellbeing.

- f. betraying his duty as the Executive Director of the charity, Patriot Forward, to his own personal benefit and gain to the detriment of the Plaintiff and to this charitable organization;

53. One standing in a fiduciary relation with another is subject to liability to the other for harm resulting from a breach of duty imposed by the relation. Restatement (Second) of Torts § 874.

54. As a direct and proximate result of the Defendant's willful breach of his fiduciary relationship with the Plaintiff, the Plaintiff has suffered, and continues to suffer emotional injury, mental anguish, humiliation, embarrassment and loss of enjoyment of life for which he is entitled to judgment for compensatory damages.

55. The Defendant acted with intentional and reckless disregard for the emotional health and wellbeing of the Plaintiff and with full knowledge that his actions would most certainly inflict serious emotional injury. The Plaintiff is entitled to a judgment against the Defendant for punitive damages.

COUNT II
Intentional Infliction of Emotional Distress

56. Plaintiff incorporates by reference herein the allegations contained in the preceding numbered paragraphs, and does further allege as follows.

57. The Defendant's conduct in carrying out his scheme to use his position of trust as pastor and counselor to gain confidential information from the Plaintiff and then use it in order to fulfil his own selfish, prurient interests was

undertaken intentionally and with full knowledge of the injury such actions would inflict upon the Plaintiff.

58. The Defendant's actions were carried out over a period of several months and under the guise of a counselor-counselee relationship with the Plaintiff and the Plaintiff's wife and constitutes outrageous conduct.

59. As a direct and proximate result of the Defendant's intentional infliction of emotional distress, the Plaintiff has suffered, and continues to suffer emotional injury, mental anguish, humiliation, embarrassment and loss of enjoyment of life for which he is entitled to judgment for compensatory damages.

60. The Defendant acted with intentional and reckless disregard for the emotional health and wellbeing of the Plaintiff and with full knowledge that his actions would most certainly inflict serious emotional injury. The Plaintiff is entitled to a judgment against the Defendant for punitive damages.

WHEREFORE, PLAINTIFF REQUESTS THE FOLLOWING RELIEF:

1. That he be allowed to file this Complaint and that process issue to the Defendant BYRON YAWN, requiring him to respond within the time required by the Tennessee Rules of Civil Procedure;
2. That at the trial of this case, the Plaintiff be awarded compensatory damages against BYRON YAWN in the amount of Three Million Dollars;
3. That at the trial of this case, the Plaintiff be awarded punitive damages against BYRON YAWN in the amount of Three Million Dollars;

4. That a jury of six be empaneled to hear and try all issues of fact presented in this action;

5. That the Plaintiff have and recover such further and general relief as to which he may be entitled, including the costs of this cause.

Respectfully submitted,

 **CRAIN LAW GROUP, PLLC**

By: */s/Larry L. Crain*

Larry L. Crain (#9040)
Emily A. Castro (28203)
5214 Maryland Way, Suite 402
Brentwood, TN. 37027
Tel. 615-376-2600
Fax. 615-345-6009
Email: Larry@crainlaw.legal

Counsel for the Plaintiff