

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

CHAMPION PRO CONSULTING
GROUP, INC., and CARL E. CAREY, JR. Ph.D.,

Plaintiffs,

v.

IMPACT SPORTS FOOTBALL, LLC,

Serve Registered Agent:

2401 NW Boca Raton Blvd. Ste 200
Boca Raton, FL 33431

and

MITCHELL FRANKEL,

Serve at:

2401 NW Boca Raton Blvd. Ste 200
Boca Raton, FL 33431;

TONY FLEMING,

Serve at:

2401 NW Boca Raton Blvd. Ste 200
Boca Raton, FL 33431

ROBERT QUINN,

Serve at:

2366 Spring Mill Estates
St. Charles, MO 63303

CHRISTINA WHITE,

Serve at:

2366 Spring Mill Estates
St. Charles, MO 63303

MARVIN AUSTIN

Serve at:

C/O New York Giants
Giants Stadium
East Rutherford, NJ 07073

Defendants.

COMPLAINT

COME NOW Plaintiffs Champion Pro Consulting Group, Inc. and Carl E. Carey Jr. Ph.D. (collectively referenced as "Plaintiffs"), by and through counsel, and for their Complaint against Defendants Impact Sports Football, LLC, Mitchell Frankel, Tony Fleming, Robert Quinn, Christina White, and Marvin Austin (collectively referenced as "Defendants"), state as follows:

PRELIMINARY STATEMENT

1. This action arises out of Impact Sports Football, LLC's, Mitchell Frankel's, Tony Fleming's, Christina White's, and Marvin Austin's intentional and malicious interference with the contract between Plaintiffs and first-round National Football League (hereinafter "NFL") draft choice Robert Quinn (hereinafter "Quinn"). Through this action, Plaintiffs seek to recover damages for unfair methods of competition, tortious interference with a contract, slander per se, and civil conspiracy against Impact Sports Football, LLC, Mitchell Frankel, Tony Fleming, Christina White, and Marvin Austin; and unjust enrichment against Impact Sports Football, LLC,

Mitchell Frankel, and Tony Fleming. Additionally, Plaintiffs seek to recover damages for breach of contract and unjust enrichment against Robert Quinn.

PARTIES

2. Plaintiff Champion Pro Consulting Group, Inc. (hereinafter "Champion") is a Texas corporation with its principal place of business in Houston, Texas.

3. Plaintiff Carl E. Carey Jr. Ph.D. (hereinafter "Carey") is an adult citizen of the United States and resides in Houston, Texas. At all times relevant herein, Carey was the president of Champion.

4. Defendant Impact Sports Football, LLC (hereinafter "Impact") is a Florida limited liability company engaged in interstate commerce with its principal place of business in Boca Raton, Florida. Impact is liable to Plaintiffs directly and/or under the theory of respondeat superior.

5. Defendant Mitchell Frankel (hereinafter "Frankel") is an adult citizen of the United States and resides in Boca Raton, Florida. At all times relevant herein, Frankel was an active officer and registered agent for Impact with direct and supervisory authority over Tony Fleming and is registered as a player-agent representative for Impact.

6. Defendant Tony Fleming (hereinafter "Fleming") is an adult citizen of the United States and resides in California. At all times relevant herein, Fleming was employed as a player-agent representative for Impact.

7. Defendant Quinn is an adult citizen of the United States and resides in St. Charles, Missouri.

8. Defendant Christina White (hereinafter "White") is an adult citizen of the United States and resides in St. Charles, Missouri. At all times relevant herein, White served as Quinn's business manager and acted in concert with the other Defendants as stated herein.

9. Defendant Marvin Austin (hereinafter "Austin") is an adult citizen of the United States and resides in New York. At all times relevant herein, Austin acted in concert with the other Defendants as stated herein.

JURISDICTION AND VENUE

10. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332. Complete diversity of citizenship is present in this action and the amount in controversy exceeds seventy-five thousand dollars (\$75,000).

11. Venue is proper in this Court because a substantial part of the events and omissions giving rise to Plaintiffs' claims occurred in this district. Therefore, venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c).

FACTUAL BACKGROUND RELATING TO ALL CLAIMS

12. At all times relevant herein, Carey was a certified National Football League Players Association (hereinafter "NFLPA") contract advisor.

13. Prior to becoming an NFLPA certified contract advisor, Carey attended Texas A & M University located in College Station, Texas where he received his Bachelor of Science degree in 1992 and Master of Science degree in 1996. While attending Texas A & M University, Carey coordinated tutorial services for student-athletes and became particularly interested in the academic development of at risk African American college athletes. After receiving his Bachelor of Science degree and Master of Science degree from Texas A & M University, Carey received a Ph.D. in educational psychology from the University of North Carolina at Chapel Hill

in 2000. While attending the University of North Carolina at Chapel Hill, Carey tutored at-risk athletes and later became employed full-time by the University in a capacity in which he coordinated academic counseling for the football team. During his employment with the University, Carey had the opportunity to witness the transition of college players to professional football. After seeing the negative aspects of the business of sports' agent representation, Carey left the University and began to assist players and their families with the NFL transition and he later became an NFLPA certified agent in 2005 for the sole purpose of trying to enhance young athletes' lives and careers through proper and ethical representation and guidance. Carey continues to teach as a professor in an academic capacity.

14. On or about 2002, Carey formed Champion to better help young athletes. Champion is a management consulting company specializing in the representation of professional football players.

15. Champion commonly provides representation services to football players as they begin their professional football careers, during their professional football careers, and after their professional football playing careers have ended.

16. Quinn is currently a professional football player playing for the St. Louis Rams of the NFL. Quinn was drafted by the St. Louis Rams in the first round, number fourteen (14) overall in the 2011 NFL Draft.

17. Prior to becoming a professional football player, Quinn played football at the University of North Carolina at Chapel Hill.

18. On or about October 11, 2010, Quinn became ineligible to play on the University of North Carolina at Chapel Hill's football team due to Quinn's violation of NCAA rules.

19. On or about November, 2010, Carey was introduced to Quinn through a mutual friend in North Carolina.

20. Carey and Quinn's mutual friend was concerned about Quinn amid Quinn's NCAA punishments and Quinn's potential of damaging his prospects of becoming an NFL player.

21. On or about November 2010, Carey and Quinn had contact via telephone and had an introductory conversation.

22. On or about November 2010, Carey had a conversation with Quinn's father regarding Quinn.

23. On or about December 4, 2010, Carey met with Quinn, Quinn's sister, Quinn's mother, and Quinn's father in North Carolina. At said meeting, Quinn's father signed a Standard Representation Agreement (hereinafter "SRA") on behalf of Quinn and by Quinn with Plaintiffs.

24. The SRA is required by the NFLPA to memorialize the agreement between a player and player-agent representative for services to be provided by the agent in exchange for a commission on a player's contracts.

25. According to the SRA signed by Quinn's father on behalf of Quinn and by Quinn, Carey was to receive three percent (3%) of Quinn's potential professional contract.

26. Additionally, Carey and Quinn agreed to a contract whereby Quinn would receive money for personal expenses from Carey on the condition that if Quinn terminated Carey within two (2) years of the agreement, the money for personal expenses given by Carey to Quinn would revert to a loan (hereinafter "the Loan Agreement"). The Loan Agreement was separate and distinct from the SRA.

27. On or about January, 2011, Plaintiffs expended time and effort in arranging for personal training services and the use of training facilities of Athletes Performance Institute located in Gulf Breeze, Florida. Carey arranged for Quinn's use of Athletes Performance Institute's training facilities and trainers up until February, 2011.

28. On or about February, 2011, Plaintiffs expended time and effort in arranging for personal training services and the use of the training facilities of House of Speed located in Aurora, Illinois. Carey arranged for all of Quinn's use of House of Speed's training facilities and trainers up until the end of March, 2011.

29. Upon entering the 2011 NFL Draft, Quinn was viewed by many NFL scouts and NFL team executives as having character flaws and health concerns.

30. On or about January, 2011, Carey handled matters related to the medical history of Quinn; and potential questions and inquiries that may be asked regarding Quinn's medical history by NFL scouts and executives.

31. Carey expended time and effort arranging for a media consultant to train Quinn for media speaking engagements; and to prepare Quinn for interviews and questioning at the NFL combine. The media consultant was a vital aspect of Quinn's preparation for the 2011 NFL draft because of the high likelihood that Quinn would be asked numerous questions by NFL trainers and executives about Quinn's NCAA violations and health concerns. It was important that Quinn be well-prepared to answer any of these questions.

32. On or about February 24 through February 30, 2011, Quinn attended the NFL Combine where NFL scouts, executives, and trainers, graded Quinn on his performance of physical tests, conducted interviews with Quinn, graded Quinn on intelligence tests, and performed in-depth medical testing on Quinn.

33. Prior to Quinn's attendance at the NFL Combine, Carey counseled and prepared Quinn for the NFL Combine process.

34. On or about April, 2011, Carey scheduled and arranged for Quinn to meet with various NFL teams.

35. On or about January, 2011, Carey expended time and effort arranging for tailor-made suits for Quinn.

36. On or about March 31, 2011, Quinn conducted a pro-day at the University of North Carolina at Chapel Hill for various NFL teams and scouts where he physically performed drills and tests; and conducted interviews.

37. On or about March, 2011 through July 2011, Carey expended time and effort arranging for a fully furnished apartment for Quinn.

38. On or about April, 2011, Carey assisted Quinn's mother in planning an NFL Draft party for Quinn.

39. On or about April 28, 2011, the 2011 NFL Draft began.

40. On or about April 28, 2011, a party was hosted in South Carolina for Quinn. At the party, Carey met White for the first time and Quinn never previously mentioned White to Carey.

41. Upon information and belief, Quinn was introduced to White through Defendant Austin.

42. As part of the services Plaintiffs agreed to provide Quinn in the SRA, Plaintiffs marketed and presented Quinn in a positive light to potential scouts and executives of various NFL teams by highlighting Quinn's exceptional talent as a football player and downplayed his character flaws and health concerns.

43. In large part because of Plaintiffs' arranging and paying for, including but not limited to, the use of a professional training facility, professional trainers, housing, transportation, food, and other necessities for the purpose of assisting Quinn in getting in the maximum physical shape and position; tirelessly and aggressively marketing and presenting Quinn in a positive light to potential scouts and executives of various NFL teams; handling medical inquiries relating to Quinn; and arranging for and paying for a media consultant for Quinn, Quinn was selected number fourteen (14) overall in the first round of the 2011 NFL Draft.

44. Carey and Quinn often communicated through text messages. Carey would often receive text messages from Quinn that were very difficult to decipher.

45. Between December 4, 2010 and May, 2011, Quinn and Carey communicated on a daily basis. On or about May, 2011, communication between Quinn and Carey decreased.

46. During the month of May, 2011, Quinn and White went on trips to Haiti and Los Angeles, California.

47. After the draft, Carey facilitated and arranged for an agreement between Nike and Quinn for two (2) years.

48. Before and after the draft, Carey facilitated and arranged for an agreement between trading card companies and Quinn.

49. Between March 11, 2011 to July 25, 2011 NFL team owners and the NFLPA could not agree on a new collective bargaining agreement. As a result of a lack of a collective bargaining agreement between the NFL team owners and the NFLPA, the team owners locked out the NFL players.

50. As a result of the aforementioned lockout, the NFLPA decertified as a union. Due to the decertification of the NFLPA, the NFLPA was no longer a governing body over player representatives.

51. Under the rules governing agents set by the NFLPA, agents are not allowed to contact or communicate with players under contract with agents.

52. Due to the NFLPA's decertification, the rules governing agents were not adhered to and numerous agents began to contact and communicate, directly and indirectly, with players who they knew were already under contract with an agent.

53. Based upon information and belief, on or about March 11, 2011, the NFLPA sent out a Memorandum stating the following:

"By now you are aware that members of the National Football League Players Association renounced the NFLPA's status as the collective bargaining agent for NFL Players. Going forward, the NFLPA will instead be operating as a professional association committed to promoting, protecting and enhancing the careers of professional football players past, present and future. By becoming a professional association, the NFLPA has changed its relationship with agents who represent NFL players. Since the NFLPA no longer is the collective bargaining representative of NFL players for wages, hours and working conditions, it is no longer a requirement that Contract Advisors be certified by the NFLPA in order to represent players in individual contract negotiations with NFL clubs. In other words, the NFLPA is discontinuing its agent regulation system. If you have any questions regarding this matter, please call any member of the NFLPA Legal Department."

54. The SRA between Carey and Quinn was entered into and in accordance with the NFLPA Regulations Governing Contract Advisors effective December 1, 1994.

55. Under the collective bargaining agreement between the NFLPA and team owners effective December 1, 1994, the NFLPA's arbitration procedure was the exclusive method for resolving any and all disputes that arose from:

"A dispute between two or more Contract Advisors with respect to whether or not a Contract Advisor interfered with the contractual relationship of a Contract Advisor and player in violation of Section 3(B)(21). If a Contract Advisor proves such a violation of Section 3(B)(21), then the Arbitrator shall award reasonable damages proven and/or any money award which he/she deems equitable."

56. Due to the decertification of the NFLPA, the NFLPA Regulations Governing Contract Advisors effective December 1, 1994 do not apply to actions which arose during the period the NFLPA was decertified.

57. In the March 11, 2011 NFLPA memorandum, the NFLPA expressly terminated any arbitration provision within the SRA by expressly discontinuing any and all agent regulation system.

58. On or about June, 2011, Carey began receiving various unusual text messages from Quinn demanding more marketing contracts.

59. Quinn and White requested a face-to-face emergency meeting with Carey to take place in Chapel Hill, North Carolina regarding Quinn's demands of more marketing contracts.

60. At the above-mentioned meeting, Carey, Quinn, White, Quinn's mother, and Quinn's father attended.

61. At the above-mentioned meeting, White was now introduced as Quinn's business manager and girlfriend.

62. At the above-mentioned meeting, Quinn requested that Carey take a pay cut from three percent (3%) of the agreed upon amount in the SRA to one and one-half percent (1.5%).

63. On or about June, 2011, Carey scheduled and arranged a charity event, in Quinn's name, to take place in St. Louis, Missouri involving Children's Hospital in St. Louis, Missouri. After the success of the charity event, the charity welcomed Quinn's continued participation for the future.

64. On or about the beginning of July, 2011, Carey expended time and energy arranging for a limousine, hotel rooms, and VIP treatment at local establishments in St. Louis for Quinn, his family and a couple of Quinn's friends, including White.

65. On or about the beginning of July, 2011, Carey, through a representative, searched for and arranged for a house for Quinn to rent in St. Louis, Missouri.

66. On or about July 20, 2011, Carey received a phone call from a trainer from the St. Louis Rams regarding Quinn.

67. On or about July 20, 2011, Carey informed Quinn that he received the above-mentioned phone call from the trainer of the St. Louis Rams. Immediately thereafter on or about July 20, 2011, Quinn terminated Carey as his player-agent representative. Based upon information and belief, Quinn was operating under a plan and scheme to terminate Carey immediately upon the beginning of any contact with the St. Louis Rams related to contract negotiations.

68. While terminating Carey, Quinn told Carey that Impact, Frankel, and Fleming told Quinn that they would pay Quinn fifty thousand dollars (\$50,000) and pay Carey the amount of money Quinn owed Carey if Quinn terminated Carey and hired them. At the time of termination, Quinn admitted in part to the plan of Impact, Frankel, Fleming, and White to terminate the relationship between Quinn and Carey.

69. Upon information and belief, Fleming informed Quinn and Austin of his plans to form a sports agency and management company that would cater to athletes interested in the partying lifestyle called "Show-Time Entertainment." Additionally, Fleming informed Quinn and Austin that he would make them his primary clients under "Show-Time Entertainment."

70. On or about July 20, 2011, Quinn also told Carey that Quinn would make payments on the Loan Agreement.

71. Prior to relocating with Quinn to St. Louis, White resided in Los Angeles, California. At all times relevant herein, Fleming resided in Los Angeles, California. Based upon information and belief, Fleming and White knew each other and had an agreed upon plan and scheme to terminate the relationship between Carey and Quinn.

72. On or about July 22, 2011, Quinn agreed to be represented by Impact, Frankel, and Fleming.

73. Upon information and belief, Fleming discussed contract terms with the Executive Vice President of Football Operations & Chief Operating Officer of the St. Louis Rams, Kevin Demoff.

74. On or about July 30, 2011, Quinn signed a lucrative four (4) year contract worth a maximum of nine million four hundred thousand dollars and zero cents (\$9,400,000.00). The contract also included a five million three hundred thousand dollar (\$5,300,000) signing bonus for Quinn.

75. 2011 NFL rookie contracts are governed by the terms of the 2011 NFL collective bargaining agreement which specifically details the allowable contract length and compensation to be contracted for between a player and NFL team. Therefore, according to the terms of the

2011 NFL collective bargaining agreement, little to no negotiation is required between an NFL team and player for the purpose of a rookie player contract.

76. Before 2011, it was a highly unusual practice for players to terminate their player-agent representative after the draft and immediately prior to negotiations with an NFL team.

77. Based upon information and belief, Greg Little, Kendric Burney, Austin, and Quinn all terminated agents immediately prior to negotiations and after taking as much money as possible from their existing agents. Greg Little, Austin, and Quinn all attended the University of North Carolina at Chapel Hill. Austin and Quinn terminated their existing agents and agreed to be represented by Impact, Frankel, and Fleming. These same players were involved in the prior scandal leading to NCAA sanctions against the University of North Carolina at Chapel Hill.

78. Upon information and belief, Austin recruited football players, on behalf of Impact, Frankel, and Fleming for the purpose of the football players becoming clients of Impact, Frankel, and Fleming. Austin received monetary compensation for his services of recruiting potential clients on behalf of Impact, Frankel, and Fleming and persuading them to leave their existing relationship.

79. Upon information and belief, Impact, Frankel, Fleming, White, and Austin falsely, maliciously, and willfully communicated with Quinn that Carey was not properly representing Quinn. Specifically, that Carey should have been getting endorsement deals for Quinn; that Impact, Fleming, and Frankel could market Quinn better than Carey; and that Carey was at fault for Quinn not being selected higher in the 2011 NFL Draft thus forfeiting potential earnings.

80. As a result of Impact's, Frankel's, Fleming's, and Austin's improper communication, Quinn was induced to wrongly terminate Carey as his player-agent representative and hire Impact, Frankel, and Fleming for representation.

81. At all times relevant herein, Impact, Frankel, Fleming, White, and Austin were aware that Carey and Quinn were bound by an NFLPA required SRA.

82. Impact, Frankel, Fleming, Austin, and White intentionally and willfully induced Quinn to terminate Carey as his player-agent representative.

83. The conduct of intentionally and willfully inducing Quinn to terminate Carey as his agent representative was malicious and improper and caused Carey to suffer monetary damages, damages to his business reputation, and emotional distress.

84. The practice of player-agent representatives inducing players to terminate their current player-agent representative and hire a new player-agent representative is publically known to be a major problem within this industry. Defendants should be punished with punitive damages to the maximum degree in order to set an example and precedent to end this unlawful, willful, and malicious practice.

85. Defendants' conduct against Plaintiffs was done intentionally, knowingly, maliciously, and in willful and wanton disregard and reckless indifference to Carey's legal rights and the contract terms with Quinn, subjecting Defendants to the imposition of punitive damages against them.

86. As a direct result of Defendants' unlawful, malicious, and tortious actions, Plaintiffs have suffered economic losses, including loss of actual damages, emotional distress and mental anguish, and loss of earnings. Additionally, Carey will continue to experience and suffer such damages into the future.

87. As a result of Defendants' conduct and allegations contained herein, Plaintiffs have incurred attorneys' fees and costs of litigation, and will continue to incur such fees and costs.

COUNT I
UNFAIR METHODS OF COMPETITION DIRECTED AGAINST
IMPACT, FRANKEL, FLEMING, WHITE, AND AUSTIN

88. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs as incorporated into and part of Count I of their Complaint.

89. Count I of Plaintiffs' Complaint arises out of Impact's, Frankel's, Fleming's, White's, and Austin's unfair, deceptive, immoral, unethical, oppressive, unscrupulous and deceptive acts of inducing Quinn to breach the SRA he had with Carey.

90. Impact, Frankel, Fleming, White, and Austin engaged in unfair deceptive methods of competition affecting commerce by acting in concert with each other and through a common scheme and practice to induce Quinn to breach the SRA he had with Carey by communicating false and malicious statements about Carey to Quinn and unfairly seeking to have Quinn terminate his relationship with Carey.

91. Impact's, Frankel's, Fleming's, White's, and Austin's deceptive, immoral, unethical, oppressive, and unscrupulous actions were the direct cause of Quinn breaching the SRA he had with Carey thus causing Carey to lose Quinn as a client.

92. Impact's, Frankel's, Fleming's, White's, and Austin's deceptive, immoral, unethical, oppressive, and unscrupulous actions directly caused Plaintiffs to suffer monetary losses and loss of future earnings. Additionally, Carey has endured damages to his business

reputation.

93. Impact's, Frankel's, Fleming's, White's, and Austin's deceptive, immoral, unethical, oppressive, and unscrupulous actions offended well-established public policy of not interfering with an existing business relationship and not willfully and intentionally making false statements about another's business and character.

94. Impact's, Frankel's, Fleming's, White's, and Austin's deceptive, immoral, unethical, oppressive, and unscrupulous actions relating to the SRA between Quinn and Carey have violated numerous State regulations as evidenced by the State of North Carolina's investigation regarding the circumstances surrounding the allegations stated herein.

95. Due to Impact's, Frankel's, Fleming's, White's, and Austin's deceptive, immoral, unethical, oppressive, and unscrupulous actions, Plaintiffs are entitled to attorneys' fees, treble damages, and punitive damages.

WHEREFORE, Plaintiffs pray this Court enter judgment in favor of Plaintiffs and against Defendants in the principal amount to be determined at trial as is fair and reasonable, actual damages, compensatory damages, treble damages, for the reasonable value of Plaintiffs' services rendered, lost profits, compensation for injury to professional character and reputation, for emotional distress, for mental anguish, for inconvenience, loss of past earnings, loss of future earnings, loss of employment, for punitive damages, together with interest, and for Plaintiffs' attorneys' fees and costs incurred and expended herein; and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT II
TORTIOUS INTERFERENCE WITH CONTRACT DIRECTED AGAINST IMPACT,
FRANKEL, FLEMING, WHITE, AND AUSTIN

96. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs as incorporated into and part of Count II of their Complaint.

97. Count II of Plaintiffs' Complaint arises out of the actions committed by Impact, Frankel, Fleming, White, and Austin acting in concert with each other and having an agreed upon plan and scheme to induce Quinn to terminate the SRA between Carey and Quinn.

98. Plaintiffs had a valid and binding agreement memorialized according to the agreement between Quinn and Carey.

99. Impact, Frankel, Fleming, White, and Austin had knowledge of the SRA between Carey and Quinn.

100. Impact, Frankel, and Fleming knowingly and willfully acted in concert with White and Austin to induce Quinn to terminate and breach the SRA between Plaintiffs and Quinn.

101. Impact, Frankel, Fleming, White, and Austin knowingly and willfully acted without justification in inducing Quinn to breach the SRA with Carey.

102. As a direct result of Impact's, Frankel's, Fleming's, White's, and Austin's interferences as aforesaid, Plaintiffs have been damaged in an amount to be determined by this Court.

103. Impact's, Fleming's, Frankel's, White's, and Austin's conduct constitutes an unlawful tortious interference with Plaintiffs' contract with Quinn. Impact's, Frankel's, Fleming's, White's, and Austin's interference in the contractual relationship between Plaintiffs and Quinn was intentional, conducted through an agreed upon plan and scheme, born of improper motivations, and perpetrated through malicious and improper means.

WHEREFORE, Plaintiffs pray this Court enter judgment in favor of Plaintiffs and against Defendants in the principal amount to be determined at trial as is fair and reasonable, actual damages, compensatory damages, for the reasonable value of Plaintiffs' services rendered, lost profits, compensation for injury to professional character and reputation, for emotional distress, for mental anguish, for inconvenience, loss of past earnings, loss of future earnings, loss of employment, for punitive damages, together with interest, and for costs incurred and expended herein; and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT III
SLANDER PER SE DIRECTED AGAINST
IMPACT, FRANKEL, FLEMING, WHITE, AND AUSTIN

104. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs as incorporated into and part of Count III of their Complaint.

105. Count III of Plaintiffs' Complaint arises out of the actions committed by Impact, Frankel, Fleming, White, and Austin of acting in concert with each other and through an agreed upon plan and scheme by making false derogatory remarks about Carey to Quinn about Carey's character as a business man.

106. Impact's, Frankel's, Fleming's, Austin's, and White's actions, including without limitation, their false and derogatory statements concerning Plaintiffs were untrue, malicious and intended to cause harm to Plaintiffs and to deprive Plaintiffs of the economic benefit of their investment in an on-going relationship with Quinn.

107. Impact's, Frankel's, Fleming's, Austin's, and White's false, derogatory statements about Carey concerned Carey's character as a businessman in the trade of player-agent representation.

108. As a direct result of Impact's, Frankel's, Fleming's, White's, and Austin's false, derogatory statements about Carey, Carey's business relationship was damaged throughout the industry of player-agent representation.

109. Impact's, Frankel's, Fleming's, White's, and Austin's actions constitute slander *per se* which has resulted in monetary damage to Plaintiffs.

WHEREFORE, Plaintiffs pray this Court enter judgment in favor of Plaintiffs and against Defendants in the principal amount to be determined at trial as is fair and reasonable, actual damages, compensatory damages, for the reasonable value of Plaintiffs' services rendered, lost profits, compensation for injury to professional character and reputation, for emotional distress, for mental anguish, for inconvenience, loss of past earnings, loss of future earnings, loss of employment, for punitive damages, together with interest, and costs incurred and expended herein; and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT IV
CIVIL CONSPIRACY DIRECTED AGAINST
IMPACT, FRANKEL, FLEMING, WHITE, AND AUSTIN

110. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs as incorporated into and part of Count IV of their Complaint.

111. Count IV of Plaintiffs' Complaint arises out of the actions of Impact, Frankel, Fleming, White, and Austin acting in concert with each other and through a common plan and scheme to induce Quinn to breach the SRA he had with Carey and to commit slander *per se* against Carey.

112. Impact, Frankel, Fleming, White, and Austin, jointly and individually through a meeting of the minds and through a common plan and scheme acted with the purpose of inducing Quinn to unlawfully breach the SRA he had with Carey and to commit slander *per se* against Carey.

113. Through Impact's, Frankel's, Fleming's, White's, and Austin's common plan and scheme of inducing Quinn to unlawfully breach the SRA he had with Carey and to commit slander *per se*, Carey has endured monetary losses and loss of future earnings. Additionally, Carey has endured damage to his business reputation.

WHEREFORE, Plaintiffs pray this Court enter judgment in favor of Plaintiffs and against Defendants in the principal amount to be determined at trial as is fair and reasonable, actual damages, compensatory damages, for the reasonable value of Plaintiffs' services rendered, lost profits, compensation for injury to professional character and reputation, for emotional distress, for mental anguish, for inconvenience, loss of past earnings, loss of future earnings, loss of employment, for punitive damages, together with interest, and costs incurred and expended herein; and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT V
UNJUST ENRICHMENT DIRECTED AGAINST
IMPACT, FRANKEL, AND FLEMING

114. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs as incorporated into and part of Count V of their Complaint.

115. Count V of Plaintiffs' Complaint arises out of the unjust enrichment received as a result of the misconduct of Impact, Frankel, and Fleming.

116. Impact, Frankel, and Fleming have been unjustly enriched at the expense of and to

the detriment of Plaintiffs.

117. As a result of Plaintiffs' hard, diligent work in completing most, if not all, of the work necessary for Quinn to receive a lucrative contract with the St. Louis Rams, Impact, Frankel, and Fleming have been unjustly enriched in that they benefitted by not having to complete the necessary work for Quinn to agree to a contract with the St. Louis Rams and having all such work and effort completed by Plaintiffs.

118. As a result of Impact's, Frankel's, and Fleming's unjust enrichment, Impact, Frankel, and Fleming are liable to Plaintiffs in an amount to be determined by the Court, plus interests, costs, and attorneys' fees.

WHEREFORE, Plaintiffs pray this Court enter judgment in favor of Plaintiffs and against Defendants in the principal amount to be determined at trial as is fair and reasonable, actual damages, compensatory damages, for the reasonable value of Plaintiffs' services rendered, lost profits, compensation for injury to professional character and reputation, for emotional distress, for mental anguish, for inconvenience, loss of past earnings, loss of future earnings, loss of employment, for punitive damages, together with interest, and costs incurred and expended herein; and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VI
BREACH OF CONTRACT DIRECTED AGAINST
QUINN

119. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs as incorporated into and part of Count VI of their Complaint.

120. Count VI of Plaintiffs' Complaint arises out of the actions committed by Quinn in breaching the SRA between Carey and Quinn.

121. Quinn and Plaintiffs had a contractual agreement for Carey to provide agent representation services to Quinn in return for compensation as memorialized in the SRA signed on or about December 4, 2010.

122. According to the SRA:

“If termination pursuant to the above provision occurs prior to the completion of negotiations for an NFL player contract(s) acceptable to Player and signed by Player, Contract Advisor shall be entitled to compensation for the reasonable value of the services performed in the attempted negotiation of such contract(s) provided such services and time spent thereon are adequately documented by Contract Advisor.”

123. According to the SRA between Carey and Quinn, Carey was to receive three percent (3%) of the prospective professional contract Quinn signed.

124. Quinn terminated this agreement, without cause, on or about July 20, 2011 thus breaching the contractual agreement.

125. As a result of Quinn’s breach of the SRA, Carey has suffered damages.

WHEREFORE, Plaintiffs pray this Court enter judgment in favor of Plaintiffs and against Defendants in the principal amount to be determined at trial as is fair and reasonable, actual damages, compensatory damages, for the reasonable value of Plaintiffs’ services rendered, lost profits, together with interest, and for Plaintiffs’ attorneys’ fees and costs incurred and expended herein; and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VII
UNJUST ENRICHMENT DIRECTED AGAINST
QUINN

126. Plaintiffs herein adopt and incorporate by reference, as if more fully set forth herein, the above-stated paragraphs as incorporated into and part of Count VII of their

Complaint.

127. Count VII of Plaintiffs' Complaint arises out of the unjust enrichment of Quinn for Carey's services.

128. Quinn has been unjustly enriched at the expense of and to the detriment of Plaintiffs.

129. As a result of Plaintiffs' hard, diligent work in completing most, if not all, of the work necessary for Quinn to receive a lucrative contract with the St. Louis Rams, Quinn has been unjustly enriched in that he benefitted from the services provided by Plaintiffs without compensating Plaintiffs for said services.

130. As a result of Quinn's unjust enrichment, Quinn is liable to Plaintiffs in an amount to be determined by the Court, plus interests, costs, and attorneys' fees.

WHEREFORE, Plaintiffs pray this Court enter judgment in favor of Plaintiffs and against Defendants in the principal amount to be determined at trial as is fair and reasonable, actual damages, compensatory damages, for the reasonable value of Plaintiffs' services rendered, lost profits, compensation for injury to professional character and reputation, for emotional distress, for mental anguish, for inconvenience, loss of past earnings, loss of future earnings, loss of employment, for punitive damages, together with interest, and costs incurred and expended herein; and for such other and further relief as this Court deems just and proper under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiffs request trial by jury on all claims triable by jury herein.

Respectfully Submitted,

KAREN McKEITHEN SCHAEDE
ATTORNEY AT LAW, PLLC

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Telephone: [REDACTED] 5
Fax: (8 [REDACTED]
[REDACTED]

By: /s/ W. Holmes Lilley, III
W. Holmes Lilley, III
NC State Bar No. 40314
1175 Revolution Mill Drive
Studio 7A
Greensboro, NC 27405
Telephone: [REDACTED]
Fax: [REDACTED]
[REDACTED]

LAW OFFICES OF KEVIN J. DOLLEY, LLC

By: /s/ Kevin J. Dolley
Kevin J. Dolley, USDC No. 54132MO
34 N. Brentwood Blvd. Suite 207
St. Louis, MO 63105
[REDACTED] - Telephone
[REDACTED] - Facsimile
[REDACTED]

/s/ Mark A. Koupal Jr.
Mark A. Koupal Jr., USDC No. 63945MO

34 N. Brentwood Blvd. Suite 207
St. Louis, MO 63105

[REDACTED] Telephone
[REDACTED] Facsimile
[REDACTED]

UNITED STATES DISTRICT COURT

for the

Middle District of North Carolina

CHAMPION PRO CONSULTING GROUP, INC., &
CARL E. CAREY, JR, Ph.D.

Plaintiff

v.

IMPACT SPORTS FOOTBALL, LLC, et al.

Defendant

Civil Action No. 1:12-cv-27

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ROBERT QUINN
2366 Spring Mill Estates
St. Charles MO 63303

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kevin J. Dolley
The Law Offices of Kevin J. Dolley, LLC
34 N. Brentwood Blvd., Suite 207
St. Louis, MO 63105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



John S. Brubaker
Clerk

January 10, 2012
Date

/s/ Jamie Sheets
Deputy Clerk

Civil Action No. 1:12-cv-27

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

Re: Case 1:12CV27

**NOTICE OF RIGHT TO CONSENT
TO THE EXERCISE OF CIVIL JURISDICTION
BY A MAGISTRATE JUDGE**

Your attention is invited to Title 28 U.S.C. § 636(c).

You are hereby notified that if all parties to a civil case consent, the United States magistrate judges of this district court, in addition to their other duties, may conduct a trial pursuant to 28 U.S.C. § 636(c)(1) and order the entry of a final judgment.

Your decision to consent, or not to consent, to the referral of your case to a United States magistrate judge for trial and entry of a final judgment must be entirely voluntary. The judge or magistrate judge to whom the case has been assigned will not be informed of your decision unless all parties agree that the case may be referred to a magistrate judge for these specific purposes. A less than unanimous decision will not be communicated by my office to either the judge or magistrate judge.

Copies of the form for the "Consent to Proceed Before a United States Magistrate Judge" are available from my office.

January 10, 2012

Date

/s/ John S. Brubaker
JOHN S. BRUBAKER, Clerk of Court

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA**

CHAMPION PRO CONSULTING
GROUP, INC., and CARL E.
CAREY, JR. Ph.D.,)

Plaintiff(s))
IMPACT SPORTS FOOTBALL,)
vs. LLC; MITCHELL FRANKEL; TONY)
FLEMING; ROBERT QUINN;)
CHRISTINA WHITE;)
and MARVIN AUSTIN,)
Defendant(s).)

Case No.:

**DISCLOSURE OF CORPORATE, AFFILIATIONS AND OTHER
ENTITIES WITH A DIRECT FINANCIAL INTEREST IN LITIGATION**

PLEASE COMPLETE ONLY ONE FORM FOR EACH NON-GOVERNMENTAL CORPORATE PARTY. COUNSEL HAVE A CONTINUING DUTY TO UPDATE THIS INFORMATION. PLEASE FILE AN ORIGINAL AND ONE COPY OF THIS FORM. PLAINTIFF OR MOVING PARTY MUST SERVE THIS FORM ON THE DEFENDANT(S) OR RESPONDENT(S) WHEN INITIAL SERVICE IS MADE.

CHAMPION PRO CONSULTING who is PLAINTIFF

(Name of Party) (Plaintiff/moving party or defendant)

makes the following disclosure:

1. Is party a publicly held corporation or other publicly held entity?
 Yes No

2. Does party have any parent corporations?
 Yes No

If yes, identify all parent corporations, including grandparent and great-grandparent corporations: _____

3. Is 10% or more of the stock of a party owned by a publicly held corporation or other publicly held entity?

() Yes

(✓) No

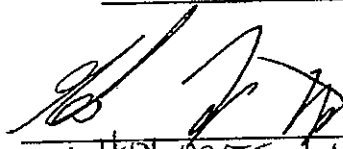
If yes, identify all such owners: _____

4. Is there any other publicly held corporation or other publicly held entity that has a direct financial interest in the outcome of the litigation?

() Yes

(✓) No

If yes, identify entity and nature of interest: _____


W. ~~Thomas~~ LILLEY, III
N.C. Bar # 40314
Mark ALD J. MD# 63945
Mark Koupa? Jr.

1/9/12
(Date)

MDNC (01/03)