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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROBERT VANECH, an individual,

) CASE NO.:

Plaintiff,

{ **COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

CHARLES "CHARLIE" EBERSOL,
Individually and as a Director and CEO of
LEGENDARY FIELD EXHIBITIONS LLC;
LEGENDARY FIELD EXHIBITIONS LLC,
d/b/a Alliance of American Football, a Delaware
Limited Liability Company; AAF PROPERTIES,
LLC, a Delaware Limited Liability Company;
EBERSOL SPORTS MEDIA GROUP INC., a
Delaware Corporation; and DOES No. 1 to 100,
Inclusive,

1. DECLARATORY RELIEF
2. CONVERSION
3. BREACH OF FIDUCIARY DUTY
4. FAILURE TO PAY WAGES IN VIOLATION OF LABOR CODE § 201, ET. SEQ.
5. VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAWS (BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.)
6. BREACH OF CONTRACT UNDER ORAL EMPLOYMENT AGREEMENT, AND BREACH OF JOINT VENTURE OR BREACH OF PARTNERSHIP AGREEMENT
7. UNJUST ENRICHMENT
8. INTENTIONAL MISREPRESENTATION AND FRAUD
9. PROMISSORY FRAUD
10. ACCOUNTING

) [Amount Demanded Exceeds \$25,000]

1 Plaintiff, upon personal knowledge with respect to his own acts, and upon information and
2 belief with respect to all other matters, avers and alleges as follows:

3 1. This case is about the untold and complete story of how the Alliance of American
4 Football (the “AAF”), a new professional football league, was conceived, founded, announced, and
5 launched.

6 2. As early as May of 2017, Defendant Charles “Charlie” Ebersol (“Charlie Ebersol”)
7 has been peddling a fictional tale regarding the genesis of the AAF that only a Hollywood storyteller
8 could conceive. The truth is that Ebersol was one of two AAF co-founders that formed a joint
9 venture or partnership agreement in furtherance of launching the AAF, and that he conspired with
10 his father, Duncan “Dick” Ebersol, Keith Rabois, William “Bill” Polian, Thomas “Tom” Veit, and
11 others, to co-opt and purloin fellow co-founder Robert Vanech’s 50% ownership interest and other
12 rights and benefits through a series of deliberate, fraudulent, intentional, wrongful and deceptive
13 acts, as well as oust him from the partnership/joint venture that became known as the AAF.

14 3. Plaintiff Robert Vanech (“Vanech”) is entitled to his 50% ownership interest in
15 Defendant Legendary Field Exhibitions LLC, d/b/a Alliance of American Football, a professional
16 football league, that is now nearly three (3) weeks into its first season of games, and recently secured
17 a \$250,000,000 commitment in funding from businessman and owner of the National Hockey
18 League’s Carolina Hurricanes, Thomas “Tom” Dundon, as a result, in part, of Vanech’s
19 contributions to the business. Plaintiff is informed and believes that this further funding was
20 structured in such a way as to grant Dundon and/or others equity in the AAF, which required
21 Vanech’s consent given the 50/50 equity agreement Vanech had with Charlie Ebersol, as well as
22 their agreement regarding how the business was to be structured and controlled. Vanech is further
23 entitled to seek declaratory relief as to Defendant Ebersol Sports Media Group, Inc.’s role in any
24 control or ownership of the AAF, which was born out of a joint venture or partnership agreement
25 initially dubbed the secret code word for the business, “XFL 2.0,” then later “Project Phoenix.”

26 4. Vanech co-conceived, co-created, and co-founded the AAF along with Charlie
27 Ebersol, but has been wrongfully deprived of all rights and benefits of ownership that belong to him,
28 including equity, accrued salary and public acknowledgment of his co-founding role. Further,

1 Vanech has suffered witnessing Charlie Ebersol and other co-conspirators rewrite history, remove all
2 mention of Vanech from the AAF's public narrative of how the AAF was founded and formed, as
3 well as to deceive the general public, AAF Board members who might have been unaware of the
4 wrongful conduct, investors and shareholders of the AAF. Upon information and belief, Duncan
5 "Dick" Ebersol, Keith Rabois, Tom Veit, and Bill Polian became aware of the wrongful conduct by
6 Charlie Ebersol and acted as co-conspirators, acting in furtherance of the conspiracy to deny Vanech
7 his status as a co-founder and equally important, converted his 50% equity stake in the joint venture
8 or partnership that became the AAF. Plaintiff reserves the right to name each co-conspirator as a
9 defendant.

10 5. In early February 2017, Vanech originated the idea of developing a new football
11 league, and first approached his friend Charlie Ebersol regarding making the idea a reality.

12 6. Vanech proposed to form a business that would either be a joint venture or a
13 partnership to pursue, commercialize and monetize his revolutionary ideas that included a fully
14 integrated mobile phone application to allow fans a new football league experience involving
15 gaming, real-time application of biometrics and big data, a proprietary fantasy concept, new ideas
16 around digital distribution and social media, local selection and drafting of hometown players,
17 meaningful educational opportunities for players' life after football, innovative health and wellness
18 initiatives and the concept of the "Alliance."

19 7. Based on the initial conversations, Vanech and Ebersol had a meeting of the minds
20 and formed a joint venture or partnership agreement for this purpose, explicitly agreeing via
21 handshake agreement on or about February 16, 2017 that 1) the equity ownership in the league
22 would be split 50/50 between Charlie Ebersol and Vanech, 2) that Charlie Ebersol would initially
23 serve as CEO and President, and that Vanech would initially serve as COO and CFO with both
24 having control and responsibility for operations and 3) that both Ebersol and Vanech would require
25 approval to sell or award equity in the league, including ceding control of the league, which is now
26 at issue with the \$250,000,000 "commitment" from Tom Dundon announced this past week in
27 February 2019. Through this joint venture or partnership agreement, Vanech and Charlie Ebersol
28 started to develop the league, which was eventually named the Alliance of American Football, born

out of Vanech's idea for an “alliance” concept between fans and players.

8. Although Vanech conceived the idea for the new league and fully performed all his obligations in the joint venture or partnership, Ebersol, acting in concert with others named above, unilaterally determined that Vanech would no longer be a partner of the business, and wrongfully ousted Vanech from all participation, profit and equity interest in the joint venture or partnership. Charlie Ebersol's actions, along with the aiding and abetting of others, were part of an intentional, calculating and deliberate scheme to deprive Vanech of his ownership interest in the joint venture or partnership and improperly benefit and enrich themselves at Vanech's expense, in violation of Charlie Ebersol's agreement with Vanech and other legal and equitable duties owed to Vanech.

9. In July 2018, Vanech served a written demand upon Charlie Ebersol seeking accountability and a remedy for Charlie’s wrongful attempts to oust Vanech from his ownership rights in the AAF, as well as other relief. In January 2019, Vanech served notice on the AAF’s legal counsel Vanech’s intent to file suit, making a demand on the Board of AAF to fairly compensate Vanech based on his agreement with Ebersol.

10. Vanech seeks relief, namely for the Court to declare that he owns a 50% equity interest in the AAF and its related entities, that that AAF required his consent to approval the \$250,000,000 commitment (whether it was structured as debt, equity or some other combination that materially changed the capitalization table of the AAF), that the AAF publically acknowledge Vanech’s role in the public narrative as a co-founder of the AAF, that the Court hold Defendants liable for the fraud perpetrated on him by Charlie Ebersol and his co-conspirators, his father, Duncan “Dick” Ebersol, Keith Rabois, Tom Veit, William “Bill” Polian, and for the AAF to pay Vanech for the accrued salary and expenses incurred while performing services in furtherance of the joint venture or partnership that became the AAF, and other compensation promised to Vanech.

JURISDICTION AND VENUE

11. The series of wrongful acts and occurrences complained of occurred, and continue to occur, between the period on or around May 2017 and the present at various locations in the County of Los Angeles, and in the State of California.

12. This Court has jurisdiction over all causes of action asserted herein pursuant to the

California Constitution, Article VI, § 10, because this case is a cause not given by statute to other trial courts.

13. Venue is proper in this Court pursuant to section 395(a) of the Code of Civil Procedure because at least one of the Defendants was a resident of the County of Los Angeles, State of California during the events in question, and committed much of the wrongful conduct in Los Angeles County.

PARTIES

14. Plaintiff Robert Vanech is an individual and is now, and at all times material herein, a resident of the County of Los Angeles, State of California.

15. Defendant Charles Ebersol (hereinafter “Charlie Ebersol”) is an individual residing in California and is a being sued in his individual capacity as well as a member of the Board of Legendary Field Exhibitions LLC and President and CEO of Defendant Ebersol Sports Media Group, Inc., entities that upon information and belief own and/or control the AAF. The joint venture or partnership was formed while Charlie Ebersol was a resident of Los Angeles and most of the initial primary wrongful acts occurred while he was in Los Angeles County.

16. Defendant Legendary Field Exhibitions LLC (d/b/a Alliance of American Football, or the AAF) is a Delaware company with its principal place of business located in San Francisco, California. It is believed to be both a holding company for the AAF that also serves as an operating entity of the football league that controls the AAF's assets and various subsidiaries such as AAF Properties LLC.

17. Defendant Ebersol Sports Media Group, Inc. is a Delaware corporation with its principal place of business located in Los Angeles, California. It is believed to be a predecessor entity to the AAF, and/or a holding company for Charlie Ebersol and/or Dick Ebersol's equity/ownership interest in Defendant Legendary Field Exhibitions LLC, d/b/a AAF; Plaintiff is informed and believes it exercises control over the AAF via a Board seat.

18. Defendant AAF Properties, LLC is a Delaware company with its principal place of business located in San Francisco, California. It is believed to be both a company that holds certain AAF assets, including the AAF mobile app, and serves as an operating entity for the AAF's gaming

platform, a beneficiary of Vanech's partnership/joint venture contributions.

19. Plaintiff is informed and believes, and thereupon alleges, that all times mentioned herein, each of the Defendants, including Does 1 through 100, were the agent, servant, employee, joint venture, subsidiary, investor, partner and/or representative of every other Defendant, and in doing the things hereinafter alleged was acting within the course and scope of such agency, and employment, service, joint venture and/or representation and directed, aided and abetted, authorized and/or ratified each and every act of wrongful conduct hereinafter alleged.

20. The true names and/or capacities, whether individual, corporate, associate or otherwise of Defendants, DOES 1 through 100, inclusive, are unknown to Plaintiff at this time, and who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes, and thereupon alleges that each of the Defendants fictitiously named herein as a DOE is legally responsible in some actionable manner, for the events and happenings hereinafter referred to, and thereby legally caused the damages to Plaintiff as hereinafter alleged. Plaintiff will ask leave of court to amend this Complaint to insert the true names and/or capacities of such fictitiously named Defendants once they are ascertained.

21. At all times herein mentioned, each of the Defendants was the co-tortfeasor of each of the other defendants, acting as the agent, co-conspirator, principal, servant, and/or alter ego of the other.

GENERAL ALLEGATIONS

22. Plaintiff Robert “Bob” Vanech is a Los Angeles-based entrepreneur with more than two (2) decades of Chief-level experience in start-up and fast-growth, high-energy, disruptive and change-oriented companies.

23. Vanech has extensive operating and finance experience in the technology, digital media, entertainment, sports, music and mobile application sectors. He has been a chairman of boards of directors, CEO and CFO of venture-backed private companies, wherein he headed up finance, corporate development, capital raising and venture investment efforts. Vanech also has significant experience as a founder of joint ventures, forming start-up joint ventures and partnerships and developing business plans such as the one at issue here, having raised over \$200,000,000 for

1 companies with which he was a founder of or a chief-level employee. Historically, Plaintiff's job
2 responsibilities have also included managing mergers and acquisitions, debt and equity financing,
3 due diligence, investor relations, and legal and personnel management using outside counsel.

4 24. Sometime in 2014, Vanech met Charlie Ebersol while Ebersol was a guest of
5 Vanech's business partner at a backyard barbecue in the Venice Canals. The two became friends.
6 They socialized regularly, and Vanech frequently hosted Ebersol at his office in Venice, California,
7 where Ebersol often sought business advice from Vanech. At the time, Ebersol had limited business
8 experience, having worked mostly in television production.

9 25. Vanech and Charlie Ebersol occasionally discussed partnering on business projects
10 and joint ventures, exploring ideas where Charlie Ebersol's film and television production company,
11 ("The Company"), and Vanech's company or Vanech as an individual could collaborate. None of
12 those earlier projects rose to the level of joint venture or partnership status, as the ideas were either
13 under-developed or the opportunity was not economically or commercially favorable for the two of
14 them. At no point did they refer themselves as "partners" until February 2017.

15 26. In February 2017, Vanech recognized that the right business opportunity in terms of
16 concept, size and fit had finally rose to the level to warrant an agreement forming a joint venture or
17 partnership between the two men: a new spring professional football league.

18 27. During this time period, Charlie Ebersol released the documentary *This Was The*
19 *XFL*, a film shown and distributed by ESPN. The film focused on Vince McMahon's failed XFL, a
20 short-lived professional football league that operated only one year in 2001. Initially, Vanech shared
21 his idea to form a new football league branded as a reformed version of the XFL.

22 28. On February 12, 2017, Vanech texted Charlie Ebersol: "I know how to make [XFL]
23 2.0 work ... Lets get into business together. I know how to raise the money, too." Ebersol
24 immediately replied: "Definitely worth a discussion."

25 29. After some additional exchanges, Ebersol and Vanech met at Ebersol's Beverly Hills
26 office on or about February 16, 2017. At that critical meeting, Vanech and Charlie Ebersol explicitly
27 agreed that they would be equal, 50%/50% equity owners, sharing profits and losses and decisions
28 regarding control over the operations and equity of the league. The initial roles consisted of Ebersol

1 serving as CEO, spokesman and the liaison to the football and linear broadcast world, and Vanech
2 serving as COO and CFO, heading up digital strategy, technology, partnerships, budgeting, seeking
3 investments, planning, marketing and administration. At this meeting, Ebersol and Vanech
4 consummated their agreement to form a joint venture or partnership in an explicit, oral agreement
5 and handshake resulting in a meeting of the minds. Charlie Ebersol and Vanech's handshake
6 agreement signified more than a literal agreement, it also symbolized the joint venture between NBC
7 Sports and World Wrestling Entertainment forming the original XFL around 2000, which was
8 famously embodied in a handshake agreement between Dick Ebersol, Charlie's father and head of
9 NBC Sports at the time, and WWE impresario, Vince McMahon.

10 30. Charlie Ebersol and Vanech celebrated the parallel between the handshake founding
11 of the original XFL and the handshake founding of their joint venture or partnership (known first as
12 "XFL 2.0" and later "Project Phoenix") with enthusiasm and a zeal to share this "handshake story"
13 and agreement with numerous people who were witnesses to Charlie Ebersol's contemporaneous
14 admissions that he was pursuing a joint venture or partnership with Vanech and that Vanech was his
15 partner.

16 31. The very same afternoon after the meeting on February 16, 2017, Ebersol and Vanech
17 exchanged text messages:

18 Vanech: "Our conversation really pumped me up."

19 Ebersol: "I'm excited to dive into it."

20 Vanech: "Charlie, there is something really special here. Thanks for the opportunity."

21 Essentially, Vanech thanked Ebersol for joining him as a partner of this new football league
22 business.

23 32. The next day on February 17, 2017, in another series of text messages, Vanech
24 suggested "Ebersol Sports Media Ventures" as the name of the business, and Ebersol agreed it would
25 be an acceptable placeholder at that time.

26 33. As initially conceived, the new football league would brand itself as a new and better
27 version of the failed XFL. One of the goals was to secure a licensing agreement with the XFL's
28 presumed rights holder, World Wrestling Entertainment, Inc. ("WWE").

1 34. On February 20, 2017, just days after proposing the joint venture or partnership,
2 Vanech sent Charlie Ebersol a text message: “We linking up this week[?] Lots of progress on my
3 end.” Ebersol responded: “Yes. Ideally more than once.”

4 35. Following a February 21, 2017 text message exchange concerning the role
5 fantasy/gaming would play in the league, Vanech texted Charlie Ebersol: “Love it. Each morning I
6 try to write down [my] new ideas that will allow us to innovate, pioneer, and amaze. This canvas is
7 so blank that it deserves a masterpiece.” Charlie Ebersol was equally excited.

8 36. On February 27, 2017, Charlie Ebersol responded with a text to Vanech: “We need to
9 set up a Dropbox and also start a folder.” By this point, a few drafts of a business plan and marketing
10 pitch (“the Plan”) had already been prepared by Vanech and shared with Charlie for input. Vanech
11 followed Charlie’s request promptly, directing a third party, IT/marketing firm he was working with
12 to set up a Google Drive account accessible by Ebersol and Vanech. Similar to previous startup
13 work, Vanech knew that raising money required a compelling story told through the vehicle of a
14 business plan and/or funding pitch (the Plan). Vanech stored the Plan online in the “cloud” using
15 Google Drive, an online service that allows invited private users to view, edit, and share documents
16 stored on its servers, and, on information and belief, tracks all user access and changes to the
17 document.

18 37. Starting in February 2017, Vanech began devoting substantial time in efforts to
19 conceptualize and secure funding for the joint venture or partnership business, which required
20 building a football operations and management team.

21 38. Charlie Ebersol and Vanech worked together closely over the following months,
22 meeting often, crafting further details of the Plan, mapping out strategies, defining the details of the
23 league and acting in every way privately and in the public eye together as business “partners.” The
24 way the two men collaborated was substantially similar, and in some respects identical in nature, to
25 the manner other start-up partnerships that Vanech had founded and formed throughout his career.

26 39. Throughout the early stages of the joint venture or partnership of the new football
27 league, Charlie Ebersol regularly referred to and introduced Vanech as “my business partner” or
28 words to that effect and meaning. The Plan, in draft form, that was circulated is attached as Exhibit

1 “A” and represents a draft as March 27, 2017, which includes Dick Ebersol’s input as described
2 below.

3 40. As shown in the Plan’s early drafts, Vanech conceived of key unique, novel features
4 of the new football league that he drafted and wrote in his own original words. In the Plan, Vanech
5 drafted the copy with assistance on graphic selection and design by graphic designer, Hyrum Lai of
6 the Vitamin D agency, which included reference to:

- 7 • 8 teams owned by the league and stakeholders
- 8 • A10-game season starting in February 2019
- 9 • Deep integration with a monetary fantasy component, linked to player
compensation via a newly developed mobile app
- 10 • Player bonuses based on fan interaction/wagering and statistical performance
- 11 • Heavy focus and requirement to draft hometown heroes/local players, who
may have more local fan appeal
- 12 • Education plan for players’ life after football
- 13 • Adopting robust health and wellness policies to better protect players’
wellbeing
- 14 • A game football that collected data through a microchip and a built-in camera
- 15 • Digital distribution and monetization concepts
- 16 • Over the Top (“OTT”) digital distribution along with “skinny bundles” that
involved digital media and broadcast monetization methods
- 17 • New concepts around speeding up the game via new forms of digital ads
instead of traditional commercial breaks

18 41. Vanech also suggested, as written in the Plan, that the likely year one (1) markets
19 would be San Diego, San Antonio, Memphis, Birmingham, and Orlando – home to five (5) of the
20 AAF’s current eight (8) teams – as well as Columbus, Oakland and Oklahoma City.

21 42. The above key elements of the league were reflected in the Plan, which Vanech
22 created starting in February 2017 and refined over time with input from Charlie Ebersol, as well as
23 Ebersol’s father and now-AAF board member, Dick Ebersol.

24 43. While some of the business concepts for the league were collaborative, many were
25 unique and novel innovations that were Vanech’s original and revolutionary ideas, as shown in the
26 various iterations of the Plan that Vanech wrote, managed and updated on behalf of the joint venture
27 or partnership with Charlie Ebersol’s approval.

28 44. Many of the above concepts became some of the most publicly boasted signature

1 components of the AAF when it played its first games this past month in early February 2017.

2 45. Vanech's concept of a player-fan "alliance," i.e. the "EUREKA!" idea, that
3 synthesized the joint venture or partnership, and established the league's foundation, was to create a
4 deep and profound connection between players and fans. Vanech suggested five (5) distinct methods
5 to achieve this connection: 1) fans having the opportunity to own equity in the league or have a true
6 economic stake in the team's performance on the field; 2) deep integration of fantasy and gaming
7 opportunities, wherein players and fans' interests aligned; 3) tailgating and/or mixers between
8 players, team personnel, and fans, further fostering fan immersion and community involvement
9 (something the AAF has since incorporated, at a minimum with its Memphis team); 4) in-game fan
10 decision making wherein fans could predict and/or vote on play calls such as "going for it on 4th
11 down" vs. punt decisions, or a run versus pass play and its scoring outcome, and 5) fan's physical
12 access to the sidelines, owner's box and bona fide VIP sections. While NFL fans currently enjoy
13 some of these features, most are illusory for the fans, e.g. it is highly unlikely that an everyday fan of
14 the Dallas Cowboys would ever be invited into Jerry Jones' owner box in Dallas. But for Vanech's
15 ideation and development of the "alliance" concept, a valuable trade secret that formed the public
16 ethos and foundation of the AAF through the five potential methods listed hereinabove, the AAF
17 would be just another attempt at a minor league or professional development league for the NFL
18 with nothing novel for fans to experience.

19 46. Given the knowledge, experience and skill set brought to bear by Vanech's
20 involvement in bringing the alliance concept to life, Vanech brought valuable insight to sports as a
21 business. During Vanech's time as Chairman and CFO of Premier Sports, a sports management
22 agency he and his then business partners acquired and controlled in 2014 and 2015, he regularly met
23 with many football players and professional football coaches, hearing anecdotes from them about
24 fantasy football or gambling, social media flame wars and other occurrences wherein fans became
25 frustrated at a player because that player had failed to achieve something on the field (failed to score
26 a touchdown, dropped a pass etc.), adversely affecting the fans' fantasy/gaming positions and
27 ultimate winnings. Vanech shared his experience and knowledge through these stories with Charlie.

28 47. As a result of Vanech's experience and knowledge regarding smartphone apps, data

1 management platforms, digital media, and his time as an executive inside venture-backed tech,
2 mobile app and media companies, it was Vanech who had the background to develop and execute a
3 successful creation of the “Project Phoenix” smartphone app that would align players and fans by
4 allowing gambling on fantasy performance and real time proposition (“prop”) bets, all tied to player
5 compensation based upon performance. In simplest terms, Vanech had the foundational idea that the
6 more AAF’s players were aligned with fans that are financially invested in AAF games, the better
7 those players would be compensated, and the more fans would become interested in the league. It
8 was Vanech who explained to Ebersol that technology, media, and market forces were converging at
9 this critical time to make a football fan alliance mobile app a reality. Plaintiff is informed and
10 believes and thereon alleges that Defendants are still in the process of developing and/or perfecting
11 these technologies.

12 48. Charlie Ebersol’s chief contribution to the joint venture or partnership during this
13 development period was a focus on the joint venture or partnership owning and controlling the
14 television broadcast rights and his insistence on “good football.” While both are important
15 ingredients, neither was particularly novel nor creative.

16 49. Given Vanech’s decades of experience with digital media and Charlie’s lack of any
17 such experience, Charlie deferred and relied almost entirely on Vanech for these elements of the
18 Plan. Vanech and Charlie therefore agreed that ownership and operation of the joint venture or
19 partnership would combine their respective expertise, skills sets, efforts and resources to develop the
20 league and jointly make important decisions about the league, including selling equity to investors.

21 50. On March 9, 2017, on behalf of the joint venture or partnership, Ebersol arranged for
22 Vanech to travel to New York City to meet with Basil DeVito, president of the original XFL in
23 2001. Vanech fronted the travel expenses to New York in furtherance of the partnership/joint
24 venture. Vanech did indeed meet with DeVito at the Hyatt Hotel for the purpose of discussing a
25 potential licensing agreement with the WWE for the use of the XFL name and related assets, as well
26 as to receive DeVito’s guidance on possibly working with Vince McMahon, and how to avoid the
27 mistakes that doomed the XFL.

28 51. After the meeting with DeVito, Vanech texted Charlie Ebersol: “Things went great

1 with Basil... I wish the cameras were rolling. Learned so much. I will call you from the airport later.
2 Thank you for including me in this magical opportunity. I am grateful." Ebersol responded: "I'm so
3 excited." Charlie Ebersol then shared with Vanech a text he had just received from DeVito in which
4 DeVito praised Vanech as "impressive" and expressed his hope that the meeting "was worthwhile
5 for him/ you."

6 52. Following the meeting in New York that Vanech attended with DeVito, Vanech and
7 Ebersol met again in Beverly Hills, California on or about March 16, 2017. Vanech took
8 contemporaneous notes from that meeting. Because Charlie Ebersol had not raised substantial
9 private equity or significant funds, Vanech explained how fundraising works as its relates to dilution
10 of their 50/50 equal-ownership agreement, how a valuation is performed, how Charlie and Vanech
11 would each be diluted and own less than 50% each when they raised funds, and that their
12 reduced/diluted ownership interest would grow in value. They also discussed their roles as the
13 partnership continued to develop, a mutual understanding that Charlie Ebersol would have final
14 authority on day-to-day decision-making of operations, and that no one other than Vanech or Charlie
15 Ebersol would receive equity (or control) in the business unless both of them agreed to allowing
16 another party onto what is known as the business's capitalization table ("cap table").

17 53. Charlie Ebersol requested that Vanech reduce and clarify in writing how the 50/50
18 split would end up after a capital raise pre- and post-funding. To demonstrate the potential and likely
19 projection of the business, and to confirm the conversation from the day before, Vanech created a
20 cap table and emailed it to Ebersol on March 17, 2017, which Ebersol received and as shown below:
21
22

Name	Security Class	Amount/Consideration	Post Money Valuation	Founder	Seed	XFL Purchase	Scramble	Series A+	Value at Close of Reg A+	If we achieve 1/5th Value of NFL and HQ owns 25% of each team
Charlie		\$1,000	\$4,000	50	48	38.4	35.328	28.2624	\$70,656,000	\$1,413,120,000
Bob		\$1,000	\$4,000	50	48	38.4	35.328	28.2624	\$70,656,000	\$1,413,120,000
Seed Investor 1		\$1,000,000	\$25,000,000		4	3.2	2.944	2.3552	\$5,888,000	\$117,760,000
WWE		\$12,500,000	\$125,000,000			10	9.2	7.36	\$18,400,000	\$368,000,000
NBC		\$12,500,000	\$125,000,000			10	9.2	7.36	\$18,400,000	\$368,000,000
Scramble Investor		\$10,000,000	\$125,000,000				8	6.4	\$16,000,000	\$320,000,000
Reg A+		\$50,000,000	\$250,000,000					20	\$50,000,000	\$1,000,000,000
				100	100	100	100	100	\$250,000,000	\$5,000,000,000

26 Notes:
27 Assumes Seed Round investor comes in before XFL deal is done
28 Assumes we buy XFL assets for \$50MM and 50% is in stock priced at a 50% discount to the A+

1 54. Vanech and Charlie Ebersol's equal ownership agreement is reflected in the Plan's
2 cap table showing Charlie Ebersol's and Vanech's initial ownership stakes at 50% each and up to
3 four rounds of funding events and dilutions.

4 55. Charlie Ebersol and Vanech continued to hold themselves out to the public as equal
5 partners, building the business together as described in the Plan. The Plan was widely disseminated
6 and shared with potential investors and partners, and specifically refers to Charlie Ebersol's and
7 Vanech's founding of "Charlie Ebersol Sports Media Inc." and specifically identifies Charlie
8 Ebersol and Bob Vanech as the "Founding Leadership Team" of the business, with Charlie Ebersol
9 as "President & CEO" and Vanech as "COO & CFO" as is shown below.

FOUNDING LEADERSHIP TEAM	
 <p>Charlie Ebersol President & CEO Visionary and Creative</p> <p>Creator of hit television shows "The Profit" and "West Texas Investors Club" Produced and Directed ESPN 30 for 30 "This Was the XFL"</p> <p>Devoted life and career to sports and media Millennial "Carrying the torch" of XFL legacy</p>	 <p>Bob Vanech COO & CFO Serial Entrepreneur and Operator</p> <p>CEO of Global Companies Eureka Broadband and CADFORCE Founder, Chairman and COO of Digital Media Powerhouse Zealot Networks</p> <p>Disruptor and Innovator GenX-er with lifelong passion for football Serious capital raiser, \$200MM+ raised as founder</p>

22 56. From the start of the business relationship in February 2017, and following the
23 handshake agreement, it is without dispute that Vanech substantially relied on said agreement, and
24 continued to contribute to the joint venture or partnership, as evidenced by numerous text messages
25 and emails between the two partners, his further development of multiple iterations of the Plan and
26 investor pitches, to say nothing of his travel around the United States as part of continued efforts to
27 develop the business from both an investment and football operational standpoint. Vanech justifiably
28 relied upon Charlie Ebersol's representations that he would be a 50% stakeholder in the partnership

1 or joint venture and performed his duties in said reliance.

2 57. On or about March 26 2017, Vanech met with Charlie Ebersol and his dad Dick
3 Ebersol for an in-person meeting in furtherance of the joint venture or partnership. At that meeting,
4 Charlie introduced Vanech as his business partner to Dick Ebersol. The purpose of the in-person
5 meeting was first, to obtain feedback on a PowerPoint slide-based presentation of the Plan, and
6 second, to gauge Dick Ebersol's potential involvement as a named investor, Board member or
7 adviser to the league. The meeting lasted about an hour and Dick Ebersol provided feedback on
8 nearly all of the Plan's slides. The feedback was acknowledged and accompanied by productive
9 dialogue. Three substantive changes were made to the Plan: the softening of anti-NFL rhetoric, the
10 choices of the cities for teams (exclusion of St. Louis), and Dick Ebersol maintaining that the formal
11 name of the joint venture or partnership should be called "Charlie Ebersol Media Group" to avoid
12 the appearance that this was Dick Ebersol's company. Dick Ebersol also promised access to Vince
13 McMahon and the XFL assets. Vanech asked Dick Ebersol whether NBC had held or retained any
14 intellectual property rights from the XFL. Ebersol said he was uncertain about the rights, and further
15 perpetuated the story that the Vince McMahon/NBC agreement regarding the XFL was based on a
16 handshake agreement.

17 58. At this meeting, Dick Ebersol made it explicitly clear that he would not agree to join
18 the joint venture or partnership's board of directors and offered to be an unpaid advisor. He also
19 made it clear that did not want to be an investor. Vanech took contemporaneous notes during this
20 meeting and sent those notes to the joint venture or partnership's design team, a Los Angeles-based
21 agency called Vitamin D which was sourced and compensated by Vanech, to make the design and
22 copy changes to the Plan. Vitamin D crafted the layout and design of the very first presentation of
23 the Plan under Vanech's direction, and worked on all subsequent versions of the materials being
24 developed for the joint venture or partnership. Vanech and Vitamin D reached agreement that
25 Vitamin D would receive cash for services from the joint venture/partnership if it were successful in
26 raising capital and equity from Vanech's stake for the early risk they were taking, subject to
27 Charlie's approval. Vanech explicitly shared with Hyrum Lai of Vitamin D that he could not dilute
28 Ebersol's equity in the joint venture or partnership. Vanech also related this to Ebersol, and Ebersol

1 complimented the work done by Vitamin D on more than one occasion, saying he would trust
2 Vanech to negotiate the details at such time the full scope could be better defined.

3 59. The name of the joint venture or partnership business entity evolved from the name
4 Vanech suggested as Ebersol Sports Media Ventures, to Ebersol Sports Media, to Charlie Ebersol
5 Sports Media, and finally to Ebersol Sports Media Group, which is the entity that upon information
6 and belief, owns and in part has control over Legendary Field Exhibitions, LLC d/b/a Alliance of
7 American Football, and currently maintains a seat on its board of directors according to the AAF
8 web site.

9 60. Throughout March 2017, Vanech and Charlie Ebersol also held a series of telephone
10 conference calls, sharing the joint venture or partnership's Plan with Ken Schanzer, Dick Ebersol's
11 former right-hand man at NBC Sports. Schanzer spent several hours on calls with the partners and
12 shared anecdotes of the NBC and XFL foibles and his opinion on Vanech's unique ideas and the
13 prospect of Charlie and Vanech succeeding together. Vanech then met face-to-face with Schanzer
14 and Schanzer's wife on April 1, 2017 at the Peninsula Hotel in Beverly Hills, California for nearly
15 two (2) hours. The subject of the discussions with Schanzer included Vanech's capital raising ideas
16 for the business, whether or not to involve Vince McMahon, and the role of various local
17 municipalities and the community members as potential alliance partners in the league.

18 61. In a text message exchange following the Peninsula Hotel meeting, Charlie Ebersol
19 relayed to Vanech: "Schanzer liked you a lot. Excited. Using **we** which is a great sign. He had
20 similar reaction to the cities getting a piece."

21 62. Further evidence of an intent to be partners was Charlie Ebersol's use of the term
22 "**we**" or "**our other partners**" and "**our owned and operated system**" to describe his relationship
23 with Vanech when he wrote:

24 On Mar 27, 2017 10:18 AM, "Charlie Ebersol" <charlie@theco.com> wrote:
25 "Yes. It also highlights for me why **we** should offer WWE less in terms of their digital
26 package. I think they should get the NBC deal (meaning two primetime games) while **our**
27 **other partners** get the daypart games. Make their package the premiere package but the ALL
YOU CAN EAT has to be on **our owned and operated system**. Which likely means **we** need
to build an OTT platform or lease space on a good one no?" [Emphasis added].

28 63. On April 2, 2017, Charlie Ebersol texted Vanech to inform him that Tom Veit, a full-

1 time chief marketing officer for the United States Soccer League and former executive at both the
2 XFL and WWE was excited about the business and interested in joining the partnership: “On with
3 Veit. He is PUMPED and 100% in.” Later that same day, Charlie Ebersol introduced Vanech and
4 Veit via email so that they could coordinate a time to speak: “Bob meet Tom. We discussed the
5 Phoenix project and he is very in. You too should set a time to chat modeling and biz plan!”

6 64. On April 3, 2017, Vanech and Veit spoke by telephone for about 45 minutes about
7 business ideas and strategy and evolving the financial models and schedule that Vanech had created.
8 Vanech’s goal was to woo Veit, and sell the vision of Project Phoenix to get him excited and
9 convinced to collaborate with development of the Project. Vanech also asked Veit to give added
10 insight from his time with the original XFL as VP and GM of the XFL’s Orlando team, as well as his
11 experience managing and producing WWE live events. The discussions centered on Veit’s strong
12 experience in digital broadcasting and sports compared to Vanech’s deep experience in technology,
13 digital media and start-up funding, operations, and governance. They traded notes as well on
14 budgeting and financial modeling for the new football league.

15 65. After the call, Veit sent Vanech a follow up email, copying Charlie Ebersol: “Great to
16 meet you and very excited about what the future may hold.” Charlie Ebersol then emailed Vanech
17 separately to say: “[s]o glad you two connected.”

18 66. Several weeks later, Veit again emailed Vanech, copying Ebersol, reporting that he
19 had “a few notes” since they spoke earlier that month and he “[w]ould love to catch up.” Vanech
20 responded, copying Charlie Ebersol: “We are laser focused on the capital raise and associated plan
21 … I have been working on the [joint venture or partnership’s] financial model and was going to ping
22 you with questions.”

23 67. On April 30, 2017, on behalf of the joint venture or partnership, Vanech travelled to
24 Miami, Florida at his own expense for a one-on-one in person meeting with Tom Veit to discuss
25 Veit’s role in the joint venture or partnership, the digital distribution and broadcast plan Vanech had
26 conceived, and general business strategy for the joint venture or partnership of the new league.

27 68. After the Miami meeting, Veit emailed Vanech, copying Charlie Ebersol: “It was
28 great to get to meet you in person hopefully I was able to provide some insight. **I think you and**

1 **Charlie have a great overall plan.** Please let me know what I can do to be of further assistance.”

2 [Emphasis added.]

3 69. Because of Vanech’s experience with raising capital, Vanech took the lead with
4 respect to funding for the business, including securing meetings between potential investors and the
5 founding leadership team.

6 70. With funding as a main focus of joint venture or partnership activities, Vanech
7 brought viable funding sources to the table. Inner Circle Sports, an investment and merchant bank
8 focused on the sports industry, was one potential investor and major connector to large family
9 offices and investors known to invest in sports. On April 11, 2017 in New York, Vanech and Ebersol
10 met with Inner Circle Sports, at Vanech’s own expense and on behalf of the joint venture or
11 partnership, to discuss potential financing arrangements.

12 71. CrowdfundX, a financial marketing firm specializing in equity crowdfunding, was
13 another potential capital-raising source that Vanech identified and introduced to the joint venture or
14 partnership. Several meetings occurred amongst Vanech, Charlie Ebersol, and CrowdfundX
15 personnel at Charlie Ebersol’s office in Beverly Hills, California and other locations in April and
16 May of 2017.

17 72. At all times in furtherance of the joint venture or partnership agreement and to justify
18 and warrant his equity and role, Vanech covered his own expenses and was paid no monetary
19 compensation for his work as the joint venture or partnership was not yet generating revenue. In fact,
20 Vanech was covering losses for the joint venture or partnership, and it was the expectation and
21 intention of the parties to share equally in the losses and profits of the business.

22 73. Vanech and Charlie Ebersol agreed that they would accrue salaries when they began
23 devoting “substantial time” and were making the joint venture or partnership their primary business
24 endeavor. Vanech and Charlie Ebersol agreed to take the same salary when the business was funded,
25 and discussed that it would be commensurate with Charlie Ebersol’s representation that his current
26 base salary was \$500,000 at the time. Vanech and Charlie Ebersol agreed that they would sign and
27 commit to three-year employment contracts, as was typical with three (3) other venture-backed start-
28 ups that Vanech founded and then obtained funding for. Charlie Ebersol further admitted that he

1 could not make the new league his full-time endeavor until he came to an agreement with his then-
2 business partner, Mr. Lanigan, of The Ebersol Lanigan Company.

3 74. To further justify and warrant Vanech's 50% ownership and chief level role, Vanech
4 made substantial contributions to the joint venture or partnership in the form of trade secrets, many
5 of which are still used by the AAF today, including:

6 a. Intellectual property ideas for patentable inventions such as a football that collects
7 data, and the use of big data, developing a data management platform (DMP), and
8 measuring the integration of broadcast, fantasy and biometrics for the new league
9 to monetize. A list of trade secrets created by Vanech for the joint venture or
10 partnership included The Plan, which was used to raise capital and attract key
11 employees, advisors, and directors; three capital-raising alternatives for a football
12 league (Vanech had experience in all three, having raised a cumulative \$200
13 million for his previous ventures):

14 i. Sweat equity and seed money followed by equity crowd funding;
15 ii. Sweat equity and seed money followed by investment by Vince
16 McMahon/WWE and/or NBC (and potentially having them compete for
17 co-founder status by providing the first \$10,000,000 in funding);
18 iii. Sweat equity and seed money followed by venture capital;
19 b. Cost/prices of tickets—Charlie Ebersol did some of the XFL research in part,
20 while Vanech came up with pricing scheme of tickets, wrote about the ticket
21 pricing model in the Plan, and all pricing for digital distribution;
22 c. Player compensation structure which included certain guarantees, educational
23 subsidies, and health care;
24 d. Initial insurance modeling and planning;
25 e. Internal market analysis, MSA sizes, medium income, existence of alternative to
26 analyze and produce work product to apply to a professional football league;
27 f. Reaching out to potential technology or equipment sponsorships and strategic
28 partners that could result in customer lists for corporate or season tickets,

1 including Under Armor, Spalding, Uber, Lyft, and broadcast/media partners such
2 as Sinclair Broadcasting, as well as other, unannounced potential business
3 relationships that reached initial negotiations;

4 g. Marketing and advertising plans for planned products that are described within
5 the Plan;

6 h. Personnel information (e.g., who the key employees, advisors, and board
7 members would be and how to compensate through salary (pre- and post-
8 funding), equity packages, who would be a good target to hire because of their
9 special knowledge, experience, and receptivity to solicitation from a new football
10 league such as using star names in football;

11 i. Access, knowledge and experience gained from Premier Sports Management, a
12 company that Vanech acquired and executive managed before forming the joint
13 venture or partnership with Charlie Ebersol, which was to be used to build the
14 social media and digital media integration for the football players and coaches to
15 monetize players and coaches as brands. Vanech had extensive knowledge of
16 concepts regarding player and coach contracts, endorsements, incentives, player
17 safety, the rules on social media regarding short-form user generated content
18 (UGC) video that the AAF now uses, NFL contracts, how to become an NFL
19 agent, and the business of sports agency in general;

20 j. The idea for the name and tagline/slogan that could be used to brand the league,
21 “An Alliance Between Players and Fans,” which Vanech came up with, as well
22 as, “The Alliance” as evidenced in the Plan. (Defendant AAF Properties LLC has
23 secured a trademark for “AN ALLIANCE BETWEEN FANS, PLAYERS AND
24 THE GAME” under USPTO serial number 88264582.)

25 75. Vanech and Charlie Ebersol agreed that Vanech would accrue his salary starting in
26 mid-February 2017, and likely Ebersol would begin to go “full time” in August or September 2017
27 after his wedding in July 2017.

28 76. As noted above, Dick Ebersol warranted to Vanech that, essentially, he would not

1 serve on the AAF Board of Directors because he did not want the obligations involved, being semi-
2 retired with his family and not wanting to deal with a lot of business travel and as he said, the
3 “fiduciary duties” involved with being on the Board. However, upon information and belief, Dick
4 Ebersol was in fact at all times interested in becoming involved, and was simply misleading Vanech
5 so as to continue to get Vanech to develop the AAF—essentially having Vanech work toward that
6 goal for no compensation while leading him to believe his 50% equity was recognized.

7 77. On or about April 21, 2017, Charlie Ebersol texted Vanech to tell him that he was
8 working through his dad, Dick Ebersol, to set up a meeting with Vince McMahon:

9 “My dad is talking to Vince at noon to ask if he'd sit down with us. He asked me what
10 if anything we think he should mention to Vince. I'm talking to my dad in an hour. At
the gym now. Thoughts?”

11 Vanech texted back:

12 “1.) The planets have lined up and the 30 for 30 has unearthed new partners. 2.)
13 Charlie's team has money and a capital plan that seems to make sense. 3.) Impact on
14 WWE digital/OT should be profound 4.) It will be fun and has a great chance to learn
from XFL 1.0....not a lot to lose.”

15
16 That same day, Charlie confirmed the meeting with McMahon was set and did not dispute
17 Vanech characterizing them as “new partners” when he wrote:

18 “We're in [with Vince McMahon]! I'm on a conf call. I'll call you shortly.”

19 78. On or about April 22, 2017, Charlie and his fiancée hosted a dinner party in Los
20 Angeles that included Vanech and his wife, as well as a number of Charlie's employees and
21 spouses/partners from his production business, The Ebersol Lanigan Company. At this dinner,
22 Charlie introduced Vanech to the guests as “my business partner, Bob.”

23 79. On May 9, 2017, Vanech texted Charlie Ebersol to state that if Vince McMahon was
24 not interested in selling or licensing the XFL assets to the joint venture or partnership, they would
25 need to explore what alternatives were available. Vanech made it clear that he did not like idea of
26 “Silicon Valley elite money” taking control of the joint venture or partnership business, but did
27 believe that his experience in working with Silicon Valley investors and venture capital funds would
28 be helpful in protecting their interests in the business and should be considered.

1 80. Charlie Ebersol admitted to Vanech that there was progress on the investor side of
2 raising money through Keith Rabois (“Rabois”), Managing Partner of Khosla Ventures based in
3 Silicon Valley. Ebersol admitted to Vanech that Rabois’ money came with certain conditions,
4 including that Rabois had conditioned his involvement in the joint venture or partnership that Rabois
5 be made COO if Charlie Ebersol wanted further funding through Rabois’ sources and contacts.
6 Ebersol shared to Vanech they could find a different role for Vanech, potentially in the marketing or
7 digital aspects of the company, if this was a nonnegotiable deal point for Rabois.

8 81. Upon information and belief, it is likely that Rabois knew of Vanech’s 50/50 equity
9 split based on the two (2) founders shown in the Plan and capitalization table that Charlie had
10 circulated, and because Charlie Ebersol explicitly told Vanech that Rabois wanted to allocate
11 Vanech’s equity to others. This was either the first of Charlie Ebersol’s misrepresentations to
12 Vanech, or this was Rabois’ actual position. Either way, it shows that a conspiracy had been formed
13 to oust Vanech. Any agreement between Charlie Ebersol and Rabois would have been among the
14 first steps taken by Charlie Ebersol in furtherance of the conspiracy to defraud Vanech and convert
15 Vanech’s equity in the joint venture or partnership, and to bring Rabois and potentially others into
16 the partnership without Vanech’s consent or acknowledging Vanech’s 50%.

17 82. On a May 22, 2017 call with Charlie Ebersol, Vanech began to believe that Ebersol
18 was unilaterally attempting to downgrade Vanech’s role within the joint venture or partnership and
19 that Vanech was being told he had no choice but to accept a less senior position as well as dilute his
20 equity. Acting as a team player and in good faith, Vanech indicated his open mindedness and agreed
21 to have a follow up conversation with Ebersol about both his role and his equity, even though
22 Vanech was taken aback by the manner in which Charlie was presenting it. Vanech believed that he
23 had faithfully demonstrated loyalty, care, and good faith as Ebersol’s business partner as
24 demonstrated, for example, how Vanech had handled his potential equity promise to Vitamin D, and
25 he expected the same from Charlie.

26 83. Vanech communicated to Charlie that Vanech would “make it easy on” him, and he
27 would be open to dilution to the 30-40% range of the partnership to allocate shares to help fund the
28 business and build the right management, operations and advisory team; impliedly Charlie would do

1 the same as an equal partner. Vanech also told Charlie that Keith Rabois was not the right fit due to
2 his limited operations experience in the media and sports businesses, and due to the circumstances
3 regarding his recent resignation as COO of Square, a Silicon Valley startup.

4 84. Charlie Ebersol agreed that Rabois might not be a good fit for Chief Operating
5 Officer (COO), but might make a good investor for the partnership. Vanech is informed and believes
6 that at the time he made these comments, Charlie knew that Rabois was already conditioning his
7 involvement to making management and personnel decisions, with an eye toward removing Vanech
8 from the COO role and ousting him off the cap table with no consideration. Rather than act in an up-
9 front manner and make his intention clear to Vanech, Charlie mislead Vanech in furtherance of the
10 conspiracy to purloin Vanech's equity, keep him working for no compensation, and inducing him to
11 front expenses for the AAF endeavor. At some point after Vanech's equity was converted, the AAF
12 placed Kevin Freedman, an Operating Partner from Khosla Ventures (where Rabois serves as a
13 Managing Partner) as the Head of Operations/COO of the AAF, the very role Vanech had at the time
14 Rabois entered the picture of the joint venture or partnership, and the same role that Charlie told
15 Vanech that Rabois himself wanted.

16 85. On or about May 18, 2017, Charlie Ebersol and Dick Ebersol met with Vince
17 McMahon in New York.

18 86. Vanech spoke to Charlie the next day, on or about May 19, 2017 about the meeting,
19 which did not result in a licensing deal or any other agreement between Project Phoenix and Vince
20 McMahon/WWE.

21 87. On or about May 19, 2017, Charlie Ebersol told Vanech that he should not be COO
22 for Project Phoenix.

23 88. During late May and June 2017, the relationship between Vanech and Charlie Ebersol
24 was unilaterally altered by Ebersol's failure to communicate, ignoring Vanech's attempts to advance
25 the business and essentially "ghosting" him. Ebersol's true colors soon became apparent in that
26 Ebersol had made the decision to wrongly oust Vanech out of the joint venture or partnership
27 business without a legally recognized, valid business divorce, separation agreement or buyout of
28 Vanech's 50% equity interest.

1 89. On or about June 16, 2017, Vanech sent Charlie a text message following up on how
2 to address Charlie's newly manufactured conflict regarding Vanech's ownership interest in the joint
3 venture or partnership.

4 90. Not having heard from Charlie, on or about June 27, 2017, Vanech called Charlie
5 more than once, again attempting to resume their dialogue to avoid an unnecessary conflict that
6 Charlie had created. Charlie failed to pick up or return a single call to Vanech.

7 91. Finally, in a July 5, 2017 text message exchange, Charlie Ebersol made clear his
8 intent to oust Vanech from the joint venture or partnership, despite the four (4) months of conduct
9 evidencing a joint venture or partnership agreement with 50/50 ownership. Charlie Ebersol
10 shockingly denied that a business relationship existed, characterizing the agreement and work
11 Charlie Ebersol and Vanech did together as "exploratory conversations" and "high level
12 discussions." Upon information and belief, Charlie had an agreement to oust Vanech based on
13 advice from his co-conspirators, Dick Ebersol, Keith Rabois and/or Tom Veit. By that time, upon
14 information and belief, Charlie, per his father's introduction, met with Bill Polian on having Polian
15 join the partnership as a co-founder. Charlie's text exchange with Vanech reads as follows:

16 CE: I'm not connected to your plan. As always I'm open to
17 discussing ideas and thoughts but I'm not bound by anything or to
18 anyone. It's not to say in the future we couldn't end up doing
19 something together [but] as of now it's just conversations. I say that
20 because I don't want there to be a misunderstanding between you and I
or any third party.

21 BV: I intend to honor our agreement as I make thing happen. And I
22 expect you to try to retrade it if you go another way...and I will be
23 cool with accepting a new deal...but things have changes since we last
spoke and Vince and the XFL might just be less valuable than you
think.

24 I think the seed money can close this month....with \$ 10MM more in
25 Q4. That is what makes this real. Are you saying you don't want your
26 half of the equity if that...plus a distribution deal and plan is locked
down?

27 CE: I don't want to devolve this into a fight but I do not
28 acknowledge the existence of an agreement between you and I. It's
essential that you understand that.

1 That's great news but my response is unchanged.

2 BV: A disagreement doesn't have to be a fight. I am sure we have
3 an agreement.

4 So...are you saying that you don't have/want your equity? If that is the
5 case, we probably ought to do some form of stock purchase agreement.

6 CE: The nature of our discussions and what if anything I would be
7 interested in potentially pursuing now or in the future are not only not
8 aligned but not generally related. Our exploratory conversations and
9 high level discussions do not constitute a deal. What's troubling to me
10 is that_____?

11 BV: My handshake is my bond. Just like your Dad's and Vince's
12 were. You need not worry about me honoring our agreement.

13 CE: There wasn't even a handshake

14 BV: Yes there was...with you making final call on major
15 operational decisions..50-50 otherwise, partner. We shook in your
16 office, but we roll differently...so you may not remember the details.
17 Charlie..if my money and people don't want/need Vince or NBC we
18 can amend the deal and pursue parallel paths.

19 92. Following this July 2017 exchange, Charlie Ebersol cut off all communication with
20 Vanech and ignored all of Vanech's texts, emails and phone calls until Vanech made a written
21 demand on Ebersol and the Board of AAF on July 7, 2018 for the AAF to honor the joint
22 venture/partnership agreement terms, i.e. that Vanech owned 50% of the AAF and related entities,
23 was entitled to back pay, reimbursement of expenses and a public correction of the fiction that
24 Charlie Ebersol had been communicating to the public, AAF's investors, and AAF's Board of
25 Directors. The demand also sought a correction of public statements that Charlie Ebersol had
26 founded the AAF along with Bill Polian, a former NFL executive and Pro Football Hall of Famer.

27 93. Should Vanech's claims be considered derivative, i.e. that Vanech is bringing claims
28 as a shareholder of the AAF, and that the Board members and officers such as Charlie Ebersol or
Dick Ebersol failed to act in the best interest of the AAF,¹ Vanech alleges that his demands have

¹ Ebersol Media Sports Group Inc. may hold Vanech's interest; the exact structuring of AAF equity is not yet known, thus an accounting is owed and due.

1 been rejected by the Board. Under Cal. Corp. Code § 800(b)(2), Vanech alleges that his efforts to
2 date to secure from the Board an acknowledgment of his ownership interest and correcting a false
3 narrative about the founding of the AAF have been rejected. Further, Polian has advanced the false
4 narrative despite being put on notice of such.² Vanech has informed the AAF and its Board in
5 writing of the ultimate undisputed facts of each cause of action against each defendant and delivered
6 to the AAF and the Board a draft complaint on January 24, 2019 which plaintiff proposed to file
7 after minor adjustments and updates. The AAF failed to respond in a way to fully address the
8 demands. Vanech alleges that any further efforts on his part would be futile. Vanech further alleges
9 that his demands and any additional efforts are excused under the demand futility exception because
10 the majority of the directors and officers (Charlie Ebersol as CEO, Keith Rabois and Dick Ebersol as
11 directors) of the AAF are implicated in the wrongful conduct as alleged above and because under
12 those circumstances a demand would in effect be a request to the directors to sue themselves.

13 94. Additionally, despite Vanech's demand putting the AAF Board on notice—including
14 Bill Polian as co-founder—as of the date of this complaint, no one with authority at the AAF have
15 remedied the fiction that Charlie Ebersol single-handedly created the AAF with co-founder Bill
16 Polian and have continued to privately deny that Plaintiff Vanech and Charlie were 50/50 partners in
17 the business and publicly advance a fictitious narrative.

18 95. In his public statements, interviews and the AAF's public announcement, Charlie
19 Ebersol concocted a false narrative of the AAF's foundation that rewrites history, deleting Vanech
20 out of the picture entirely and falsifying the full, complete, and true story of the creation of the AAF,
21 denying Vanech the credit he deserves under the law and what is right, fair, and just.

22 96. In March 2018, Charlie Ebersol publicly announced the AAF by falsely crowing that
23 the league was the brainchild of Bill Polian and himself. Upon information and belief, Charlie
24 Ebersol has also represented to investors, such as Tom Dundon, that Polian and he alone founded the
25 AAF. Ebersol, together with Polian, have continued to misrepresent the facts and full story about

27 2 On or about February 9, 2019, the AAF aired two 30-minute segments on CBS Sports Network
28 detailing the founding story of the AAF, which included Charlie's breakfast meeting with Polian on
Cape Cod and Tom Veit's role in the initial foundational meetings. Nowhere is Vanech mentioned.

1 the AAF's creation on television, radio, print, and through podcasts. Polian himself, in one of his
2 first public interviews, stated that Ebersol shared with Polian "a Plan" at nearly the exact time that
3 Vanech was updating and disseminating very same Plan as described above. Polian also made
4 comments on the quality and merits of the Plan as his reason for joining forces with the [joint
5 venture or partnership] business and believing in the league.

6 97. However, the facts, circumstances and actual conduct of the parties presents only one
7 conclusion: that the AAF is a continuation of Vanech and Charlie Ebersol's joint venture or
8 partnership agreement to develop a new professional football league, and the AAF is a business born
9 from Vanech and Ebersol's joint venture or partnership.

10 98. On or around March, 28, 2018, Bill Polian gave an interview on Schooled, a podcast
11 hosted by John Clayton. Polian describes how Charlie Ebersol, as a co-founder, came to him "about
12 a year ago [March 2017] and said he had "this plan for a spring [football league] – would you take a
13 look at it and tell me if you think it is viable..." (See, <https://youtu.be/f-Xd7w-gLKs> starting at 1:55
14 of clip; nowhere does Polian mention Vanech as being the other co-founder of the "Plan" for the
15 football league.) This is one of many examples of the fictional tale of the AAF's founding that have
16 never been corrected until now.

17 99. In addition to the fact that the AAF incorporated many of Vanech's original ideas
18 (e.g., digital distribution, fantasy integration via a mobile app involving biometrics and next
19 generation data, sourcing of well-known, local players for teams, and a league centered on player
20 safety and fan involvement), the AAF is operated by personnel that Vanech personally spent his own
21 funds on recruiting in furtherance of the partnership, such as Tom Veit, AAF's current Director of
22 Business Operations. The AAF may also be owned by Defendant Ebersol Sports Media Group Inc.,
23 a variation of the Ebersol Sports Media Ventures, a moniker that Vanech proposed as the name of
24 the business. Further misrepresentations in the media provided corroboration that Vanech's
25 technology ideas and trade secrets were adopted by the AAF, including a series of
26 www.medium.com articles written by Eric Schwartz, Head of AAF Technology, and Charlie Ebersol
27 interviews that describe his ideas for using "big data" to monetize aspects of analytic data collected
28 during play through fan interaction, which was at all times Vanech's idea, which he shared with

1 Charlie Ebersol, Basil DeVito, Ken Shanzer, Dick Ebersol, and Tom Veit in furtherance of the joint
2 venture or partnership. Charlie Ebersol has since admitted that he paid Veit \$3,000 per month for a
3 consulting position during the 2017 and 2018 time period, while Vanech has to date been paid
4 *nothing* for his work. Ebersol, upon information and belief, also offered Veit equity without
5 Vanech's consent during the time period Vanech was recruiting to be part of the joint venture or
6 partnership.

7 100. To date, Defendants have failed to pay any of Vanech's accrued salary in the form of
8 unpaid wages, and have failed to acknowledge Vanech's rightful claim to his 50% equity stake. The
9 Defendants have also failed to award the title and roles, and associated compensation which was
10 promised by Ebersol to Vanech upon funding.

11 **FIRST CAUSE OF ACTION**

12 **(Declaratory Relief as to a Joint Venture or Partnership Agreement,
13 Vanech's 50% Ownership Interest, and Public Correction of the AAF Founding Story)
14 (Against all Defendants)**

15 101. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing
16 paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.

17 102. An actual controversy has arisen and now exists between Plaintiff Vanech, on the one
18 hand, and Defendants, on the other hand, regarding the rights and obligations of the parties in
19 connection with whether a joint venture or partnership was formed, and the agreed upon terms of
20 that joint venture or partnership, which include Vanech having a 50% ownership interest in the joint
21 venture or partnership which resulted in what is known as the AAF.

22 103. Vanech maintains that a joint venture was created because the undisputed evidence is
23 that Vanech and Charlie Ebersol agreed to and actually did combine their property, skill, and/or
24 knowledge with the intent to carry out a single business undertaking (a professional football league
25 with many of the facets and trade secrets described hereinabove created by Vanech and contributed
26 to the AAF, and which became the AAF); that each has an ownership interest in the business (50-
27 /50%); that each had joint control over the business, even if they agreed to delegate control on some
28 matters; they agreed to share the profits and losses of the business based on an initial 50/50 split; and

that it was formed by an oral agreement or an agreement that is also implied by the parties' conduct, and is implicated by the doctrine of promissory estoppel.

104. Alternatively, Vanech alleges that a partnership was formed and exists (dozens of times, Charlie Ebersol referred to Vanech as his “business partner”) which is evidenced by a group of two or more persons (Plaintiff Vanech and Charlie Ebersol) who own a business in which all the partners agree to share the profits and losses (which Ebersol and Vanech did in fact do), and which was formed by an oral agreement, or by an agreement implied by the parties’ conduct as demonstrated above.

105. Plaintiff seeks a declaration and determination by the Court as to the rights and obligations of Plaintiff including his 50% ownership interest, a recognition of his status as a co-founder of the joint venture that became the AAF, accrued salary and reimbursement of expenses, on the one hand, and Defendants, on the other hand, regarding the rights and obligations of the parties in connection with the above transaction related to a joint venture or partnership that resulted in what is now known as the AAF.

SECOND CAUSE OF ACTION

(Conversion)

(Against all Defendants)

106. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.

107. Vanech claims that Defendants wrongfully exercised control over his property, i.e. his 50% ownership interest in the AAF.

108. Plaintiff alleges that he owns 50% of the joint venture or partnership that became the AAF, that Defendants intentionally and substantially interfered with Vanech's property by the following: taking possession of the 50% ownership interest in the AAF through fraud, promissory fraud, or preventing Vanech from having access to the 50% interest in the AAF; or refusing to return the 50% ownership after demand for such.

109. Vanech demanded its return in a demand letter dated July 7, 2018, stating that Vanech did not consent to the conversion, that Vanech was harmed and had suffered damages, and that

1 Defendants' conduct was a substantial factor in causing Vanech's harm.

2 110. Vanech further claims that he was harmed by co-conspirators Dick Ebersol, Keith
3 Rabois, Tom Veit and Bill Polian by conspiring to convert Vanech's equity in the joint venture or
4 partnership and that Charlie Ebersol is responsible for the harm because Dick Ebersol, Keith Rabois,
5 Tom Veit and Bill Polian were part of a conspiracy to commit conversion with him.

6 111. Vanech alleges that a conspiracy existed as there was an agreement by two or more
7 persons to commit a wrongful act against Vanech and that such an agreement may be have been
8 made orally or in writing or may be implied by the conduct of the parties.

9 112. Defendant Charlie Ebersol was aware that Dick Ebersol, Keith Rabois, Tom Veit and
10 Bill Polian and others planned to convert Vanech's equity in the joint venture or partnership for their
11 benefit and that Charlie Ebersol agreed with Dick Ebersol, Keith Rabois, Tom Veit and William
12 Polian and others and intended that the conversion be committed. The conspiracy may be inferred
13 from circumstances of facts as alleged, including the nature of the acts done, the relationships
14 between the parties, and the interests of the alleged coconspirators.

15 113. Defendants' conduct were a substantial factor in causing damages to Vanech in an
16 amount to be determined at trial and which meets or exceeds the jurisdictional limits of this court.

17 **THIRD CAUSE OF ACTION**

18 **(Breach of Fiduciary Duty)**

19 **(Against Charlie Ebersol)**

20 114. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing
21 paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.

22 115. Corporate officers, directors and/or partners such as Defendant Charlie Ebersol owed
23 a fiduciary duty to the partnership and to his partner, Vanech, and had a duty to act with the utmost
24 good faith, duty of care, and loyalty in the best interests of their partner, Vanech.

25 116. Defendant Charlie Ebersol had a relationship of trust from the confidences reposed by
26 Vanech in the integrity of Defendant, Defendant was charged with a fiduciary obligation because he
27 knowingly took acts on behalf and for the benefit of another, or must the relationship as partners
28 imposed fiduciary duties to Vanech.

117. Vanech has alleged facts sufficient to show that Charlie Ebersol breached fiduciary duties given his respective status towards Vanech as partners.

118. Defendant Charlie Ebersol's conduct was a substantial factor in causing damages to Vanech in an amount to be determined at trial and which meets or exceeds the jurisdictional limits of this court.

FOURTH CAUSE OF ACTION

(Failure to Pay Wages in Violation of Labor Code § 201, *et seq.*)

**(Against LEGENDARY FIELD EXHIBITIONS LLC, a Delaware Limited Liability Company
d/b/a Alliance of American Football, and/or EBERSOL SPORTS MEDIA GROUP INC.)**

119. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.

120. Labor Code Section 201 requires Defendant AAF and/or Ebersol Sports Media Group Inc. to pay Plaintiff any earned wages, including reimbursable expenses, within 72 hours of the cessation of Plaintiff's employment.

121. Labor Code Section 203 provides that if an employer willfully fails to timely pay such wages in accordance with Labor Code Section 201, the employer must, as a penalty, continue to pay the discharged employee's wages until the back wages are paid in full or an action to recover those wages is commenced, up to a period not to exceed 30 days.

122. To date, AAF and/or Ebersol Sports Media Group Inc. have failed to pay Plaintiff earned monies due to him under the agreed upon terms of the joint venture agreement between Vanech and Charlie Ebersol. AAF and/or Ebersol Sports Media Group Inc.'s failure to pay Plaintiff his pay was and continues to be willful, even after the July 2018 demand.

123. As a direct and proximate result of AAF and/or Ebersol Sports Media Group Inc.'s unlawful conduct, Plaintiff has suffered economic damages in an amount to be proven at trial.

124. As a further direct and proximate result of AAF and/or Ebersol Sports Media Group Inc.'s conduct, Plaintiff is entitled to penalties under Labor Code § 203.

125. As a direct and proximate result of AAF and/or Ebersol Sports Media Group Inc.'s unlawful conduct and Labor Code violations, Plaintiff is entitled to recover attorneys' fees under

1 Labor Code Section 218.5.

2 **FIFTH CAUSE OF ACTION**

3 **(Violation of Business and Professions Code § 17200, *et seq.*)**

4 **(Against LEGENDARY FIELD EXHIBITIONS LLC, a Delaware Limited Liability Company**
5 **d/b/a Alliance of American Football, and/or EBERSOL SPORTS MEDIA GROUP INC.)**

6 126. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing
7 paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.
8 AAF and/or Ebersol Sports Media Group Inc. failed to pay to Plaintiff all wages due and owing to
9 him.

10 127. The failure to pay Plaintiff all wages due to him constitutes an unlawful, unfair or
11 fraudulent business act or practice, in violation of the California Unfair Competition Law codified at
12 Business and Professions Code §17200 et seq.

13 128. Orders for payment of wages unlawfully withheld from an employee are a
14 restitutionary remedy authorized by Business and Professions Code §17203. See *Cortez v.*
15 *Purolator Air Filtration Products Co.* (2000) 23 Cal. 4th 163, 177.

16 129. As a former employee from whom the wages were unlawfully withheld, Plaintiff is
17 entitled to restitution of all such unpaid amounts, in an amount according to proof at time of trial.

18 **SIXTH CAUSE OF ACTION**

19 **(Breach of Contract)**

20 130. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing
21 paragraphs of this Complaint and by this reference incorporate the same as if fully set forth herein.

22 **A. BREACH OF ORAL EMPLOYMENT AGREEMENT**

23 **(Against LEGENDARY FIELD EXHIBITIONS LLC, a Delaware Limited Liability Company**
24 **d/b/a Alliance of American Football, and EBERSOL SPORTS MEDIA GROUP INC.)**

25 131. Plaintiff has substantially performed each and every obligation, condition and
26 covenant required of him under the oral agreement described herein for employment services for the
27 joint venture or partnership.

28 132. Defendants AAF and/or Ebersol Sports Media Group Inc. have materially breached

1 an oral employment agreement by refusing to timely and fully pay all wages due to Plaintiff upon his
2 constructive termination of employment with the joint venture or partnership and what became
3 known as the AAF, including unpaid wages, reimbursement of expenses incurred while performing
4 services for the joint venture or partnership AAF.

5 133. As a direct and proximate result of Defendants AAF and/or Ebersol Sports Media
6 Group Inc.'s material breach of the oral employment agreement, Plaintiff has incurred substantial
7 economic damages in an amount to be proven at trial, but not less than \$200,000.

8 134. As a result of Defendants AAF and/or Ebersol Sports Media Group Inc.'s material
9 breach of the oral employment agreement, Plaintiff has sustained damages in excess of the
10 jurisdictional minimum of this Court.

11 135. As a result of Defendants AAF and/or Ebersol Sports Media Group Inc.'s material
12 breach of the oral employment agreement, Plaintiff has incurred attorney's fees and costs as a result
13 of efforts to secure the benefits of his employment agreement in an amount subject to proof.

14 136. As a further direct and proximate result of Defendant AAF and/or Ebersol Sports
15 Media Group Inc.'s material breach of the employment agreement, Plaintiff further seeks recovery
16 of all other incidental, consequential, or compensatory damages arising from said breach of the oral
17 employment agreement in an amount to be proven at trial.

18 137. In accordance with *California Civil Code* § 3287, Plaintiff seeks pre-judgment
19 interest at the maximum legal rate, from the date of breach until the time of trial.

20 **B. BREACH OF JOINT VENTURE OR PARTNERSHIP AGREEMENT**

21 **(Against CHARLIE EBERSOL, LEGENDARY FIELD EXHIBITIONS LLC, a Delaware**
22 **Limited Liability Company d/b/a Alliance of American Football, and/or**
23 **EBERSOL SPORTS MEDIA GROUP INC.)**

24 138. Presuming that the court declares that a joint venture or partnership agreement exists,
25 Plaintiff has substantially performed each and every obligation, condition and covenant required of
26 him under the joint venture or partnership agreement described herein until such time as his
27 ownership interest was wrongly converted by Defendants.

28 139. Defendants Charlie Ebersol, AAF and/or Ebersol Sports Media Group Inc. have

1 materially breached the joint venture or partnership agreement by denying Vanech all his rights,
2 benefits and interest in the joint venture or partnership which became known as the AAF.

3 140. As a direct and proximate result of Defendants Charlie Ebersol, AAF and/or Ebersol
4 Sports Media Group Inc.'s material breach of the joint venture or partnership agreement, Plaintiff
5 has incurred substantial economic damages in an amount to be proven at trial as well as a
6 determination of equitable relief.

7 141. As a result of Defendants Charlie Ebersol, AAF and/or Ebersol Sports Media Group
8 Inc.'s material breach of the joint venture or partnership agreement, Plaintiff has sustained damages
9 in excess of the jurisdictional minimum of this Court.

10 142. As a further direct and proximate result of Defendants Charlie Ebersol, AAF and/or
11 Ebersol Sports Media Group Inc.'s material breach of the joint venture or partnership agreement,
12 Plaintiff further seeks recovery of all other incidental, consequential, or compensatory damages
13 arising from said breach in an amount to be proven at trial.

14 143. In accordance with *California Civil Code* § 3287, Plaintiff seeks pre-judgment
15 interest at the maximum legal rate, from the date of breach until the time of trial.

16 **SEVENTH CAUSE OF ACTION**

17 **(UNJUST ENRICHMENT)**

18 **(Against Defendant Charlie Ebersol)**

19 144. Plaintiff refers to and re-plead each and every allegation contained in the foregoing
20 paragraphs of this Complaint and by this reference incorporate the same as if fully set forth herein.

21 145. Should the Court not find in Plaintiff's favor for the declaratory relief sought related
22 to the 50% ownership, Charlie Ebersol was unjustly enriched for his misappropriation of Vanech's
23 trade secret and caused Charlie Ebersol to receive a benefit that he otherwise would not have
24 achieved.

25 146. Charlie Ebersol received benefits from trade secrets described above that Vanech
26 created and the purloined 50% ownership interest in the joint venture or partnership, and unjustly
27 and unfairly retained that benefit at Plaintiff Vanech's expense.

28 147. Vanech suffered damages from the enrichment because there was value to Defendant

1 that was conferred that would not have been achieved except for his misappropriation

2 148. The conduct by Defendant caused damages to Vanech in an amount to be determined
3 at trial and which meets or exceeds the jurisdictional limits of this court.

4 **EIGHTH CAUSE OF ACTION**

5 **(INTENTIONAL MISREPRESENTATION/FRAUD)**

6 **(Against Charlie Ebersol)**

7 149. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing
8 paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.

9 150. Plaintiff Vanech claims that Defendant Charlie Ebersol made false representations
10 that harmed Vanech as described hereinabove.

11 151. Plaintiff Vanech alleges that Charlie Ebersol represented to Plaintiff that he agreed to
12 a 50-50% split of the equity in the joint venture or partnership, that he intended to uphold his
13 responsibilities in their operation of the business at all times, that he could not dilute Vanech's
14 equity interest unilaterally, and that he would not bring additional partners or investors into the
15 business without Vanech's consent.

16 152. Ebersol's representations were false, he knew that his representations were false when
17 he made them, and/or he made the representation recklessly and without regard for their truth.

18 153. Charlie Ebersol intended that Vanech rely on the representations, which Vanech did,
19 reasonably relying on Defendant Ebersol's representations, and causing Vanech harm.

20 154. Vanech's reliance on Defendant Ebersol's representation was a substantial factor in
21 causing his harm.

22 155. Vanech alleges that Defendant Charlie Ebersol made a representation orally, in
23 writing, or by non-verbal conduct such as Ebersol's acts while acting on behalf of all Defendants.

24 156. Defendant Charlie Ebersol with the aid of his co-conspirators' conduct were a
25 substantial factor in causing damages to Vanech in an amount to be determined at trial and which
26 meets or exceeds the jurisdictional limits of this court.

27 ///

28 ///

NINTH CAUSE OF ACTION

(PROMISSORY FRAUD)

(Against Charlie Ebersol)

157. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.

158. Defendant Charlie Ebersol made a promise to Plaintiff Vanech, that this promise was important to the transaction (a partnership or joint venture); Ebersol did not intend to perform this promise when made; Ebersol intended that Vanech rely on this promise; Vanech reasonably relied on the Ebersol's promise; Ebersol did not perform the promised act of carrying on a joint venture or partnership; Vanech was harmed; and Vanech's reliance on Ebersol's promise was a substantial factor in causing the harm.

159. Plaintiff alleges that Charlie Ebersol engaged in promissory fraud, otherwise known as promissory estoppel when he promised to partner or joint venture with Vanech, yet never intended to fulfill that promise.

160. Charlie Ebersol made a promise to Vanech that he was his partner and held himself as Vanech's partner, based on a 50/50% split in equity and other promises described above.

161. There was a reasonable expectation by the promisor, Charlie Ebersol, that the promises would induce reliance by Vanech to act in furtherance of the joint venture or partnership.

162. Vanech actually did rely on the promise to act in furtherance of the partnership or joint venture.

163. Vanech seeks relief from this injustice by enforcing the promises Charlie Ebersol made to him.

164. Defendant Charlie Ebersol's conduct, with the aid of his co-conspirators, was a substantial factor in causing damages to Vanech in an amount to be determined at trial and which meets or exceeds the jurisdictional limits of this court.

III

111

III

TENTH CAUSE OF ACTION

(ACCOUNTING)

(Against all Defendants)

165. Plaintiff refers to and re-pleads each and every allegation contained in the foregoing paragraphs of this Complaint and by this reference incorporates the same as if fully set forth herein.

166. As alleged above, Defendants improperly hold rights and interests belonging to Plaintiff Vanech. Because the Defendants improperly excluded Plaintiff Vanech from the joint venture/partnership, and because Defendants Charlie Ebersol and/or Ebersol Sports Media Group Inc. control Defendants Legendary Field Exhibitions LLC (the AAF) and AAF Properties, LLC, the precise value of Plaintiff's rights and interest is unknown and cannot be ascertained without an accounting and analysis of financial records, contracts and other documents, including the \$250,000,000 funding commitment from Tom Dundon.

111

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

ON THE FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF

1. For a ruling that Plaintiff owns and holds 50% of the ownership interest in AAF, AAF Properties LLC, and that Defendants were not permitted to assign, sell or encumber Vanech's interest without his consent or cease control of the AAF to a third party (such as Tom Dundon), and a public correction of the real story behind the founding of the AAF;

2. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;
3. Costs of suit incurred herein; and
4. For such other and further relief as the Court deems just and proper.

ON THE SECOND CAUSE OF ACTION FOR CONVERSION

1. Compensatory and punitive damages according to proof;
2. Pre and post judgment interest;
3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;
4. Costs of suit incurred herein; and

1 5. For such other and further relief as the Court deems just and proper.

2 **ON THE THIRD CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY**

3 1. Compensatory damages according to proof;

4 2. Pre and post judgment interest;

5 3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;

6 4. Costs of suit incurred herein; and

7 5. For such other and further relief as the Court deems just and proper.

8 **ON THE FOURTH CAUSE OF ACTION FOR FAILURE TO PAY WAGES AND**
9 **MINIMUM WAGE IN VIOLATION OF LABOR CODE § 201, ET SEQ.**

10 1. Compensatory damages and penalties according to proof;

11 2. Pre and post judgment interest;

12 3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;

13 4. Costs of suit incurred herein; and

14 5. For such other and further relief as the Court deems just and proper.

15 **ON THE FIFTH CAUSE OF ACTION VIOLATION OF BUSINESS & PROFESSIONS**
16 **CODE § 17200, ET SEQ.**

17 1. Compensatory and punitive damages according to proof;

18 2. Pre and post judgment interest;

19 3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;

20 4. Costs of suit incurred herein; and

21 5. For such other and further relief as the Court deems just and proper.

22 **ON THE SIXTH CAUSE OF ACTION FOR BREACH OF EMPLOYMENT AGREEMENT**
23 **& BREACH OF JOINT VENTURE OR PARTNERSHIP AGREEMENT**

24 1. Compensatory damages according to proof;

25 2. Pre and post judgment interest;

26 3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;

27 4. Costs of suit incurred herein; and

28 5. For such other and further relief as the Court deems just and proper.

ON THE SEVENTH CAUSE OF ACTION FOR UNJUST ENRICHMENT

1. Compensatory damages according to proof;
2. Pre and post judgment interest;
3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;
4. Costs of suit incurred herein; and
5. For such other and further relief as the Court deems just and proper.

ON THE EIGHTH CAUSE OF ACTION FOR INTENTIONAL

MISREPRESENTATION/FRAUD

1. Compensatory and punitive damages according to proof;
2. Pre and post judgment interest;
3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;
4. Costs of suit incurred herein; and
5. For such other and further relief as the Court deems just and proper.

ON THE NINTH CAUSE OF ACTION FOR PROMISSORY FRAUD

1. Compensatory and punitive damages according to proof;
2. Pre and post judgment interest;
3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;
4. Costs of suit incurred herein; and
5. For such other and further relief as the Court deems just and proper.

ON THE TENTH CAUSE OF ACTION FOR ACCOUNTING

1. Compensatory and punitive damages according to proof;
2. Pre and post judgment interest;
3. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;
4. Costs of suit incurred herein; and
5. For such other and further relief as the Court deems just and proper.

III

III

III

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: February 22, 2019

JAMES H. BARTOLOMEI, III P.A.

By:

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Attorneys for Plaintiff

Exhibit A



SPALDING

XFL

XFL 2.0

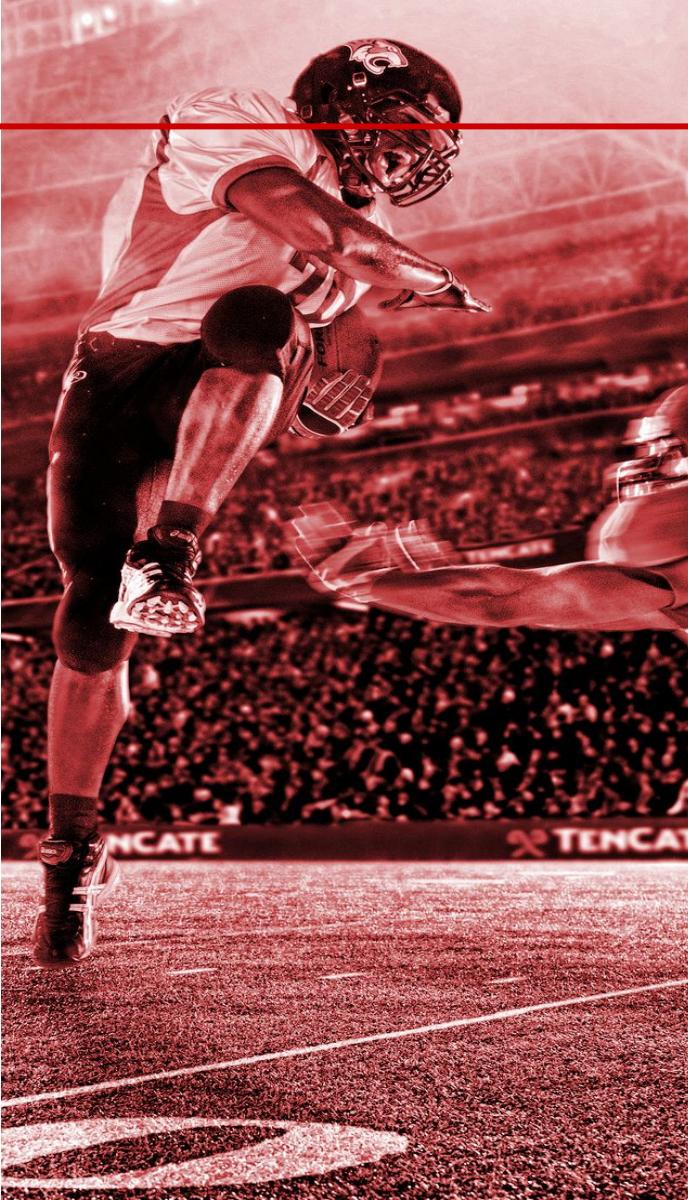
Project Phoenix

It's Time. We're Back.
And It's Gonna Be Great.



Why Timing for a New League is Right

- America's love affair with football continues as the most popular US sport...by far.
- After high-school, college, and pro-football season all end, fans still crave more football.
- Tickets, TV packages, and merchandise all make billionaires more money off the sweat of average Americans.
- Technology innovations envisioned and pioneered by the XFL are now a reality.
- Digital distribution presents a new disruptive and lucrative monetization model.
- New capital formation techniques allow for innovative financing.
- Year-round demand football has been proven; other models that stalled can provide blueprints for success.



MAGINE

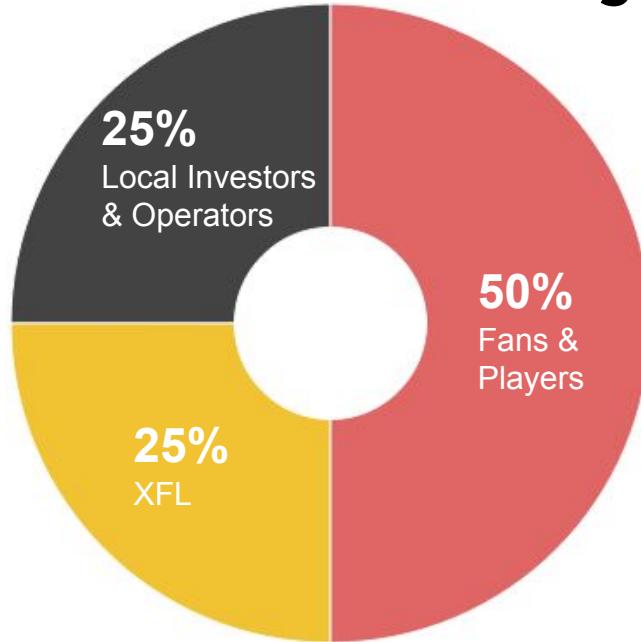
- A league designed for and dedicated to the fans set in iconic football cities, played by hometown heroes
- Faster, high-quality, compelling competitive football
- Premiering on digital networks with content residing on the WWE network, also offered in ‘skinny bundles’ with other OTT providers
- Fantasy betting encouraged, fully integrated in broadcast, and linked to player compensation



**TEAMS ARE OWNED
BY FANS AND
PLAYERS**

TEAM OWNERSHIP

Aligned Interests



- Voting stock and governance will sit at the league level
- Each team will have balanced representation on the boards





Then, as now, the NFL was a witless behemoth, an institution that did right by all the wrong stakeholders and wrong by all the right ones. It moved too slowly except when it saw an opportunity to pander. It deserved and deserves much of the criticism it got and gets.

-Sports Illustrated reporter, Jack Dickey, on the NFL during the XFL's initial incarnation



WHAT THE NFL IS ALL ABOUT

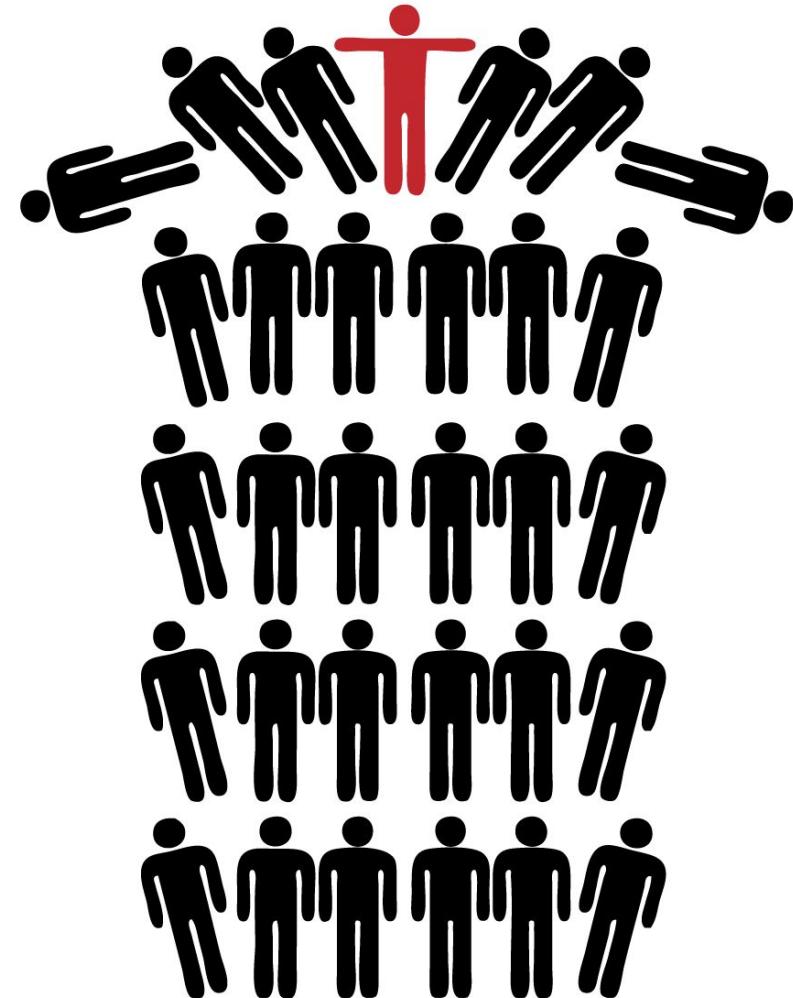
THE NFL OWNERS' INHERENT MISALIGNMENT WITH THE PLAYERS

- An estimated \$100 Billion of market value is controlled by roughly 100 very wealthy individuals
- These billionaire shareholders control 100% of each team
- On an annual basis, between 38% to 50% of the \$10B+ in revenue flows to players and operations, but the vast majority of the profits flow back to the owners
- This results in an exploitative dynamic where the owners are at odds with the players and other stakeholders



WHO ELSE IS THE NFL AT ODDS WITH?

- Fans who attend games
- The broadcast partners
- Many advertisers
- The refs
- The cheerleaders
- Many jilted cities
- Former players
- Health/safety-conscious stakeholders
- Many coaches

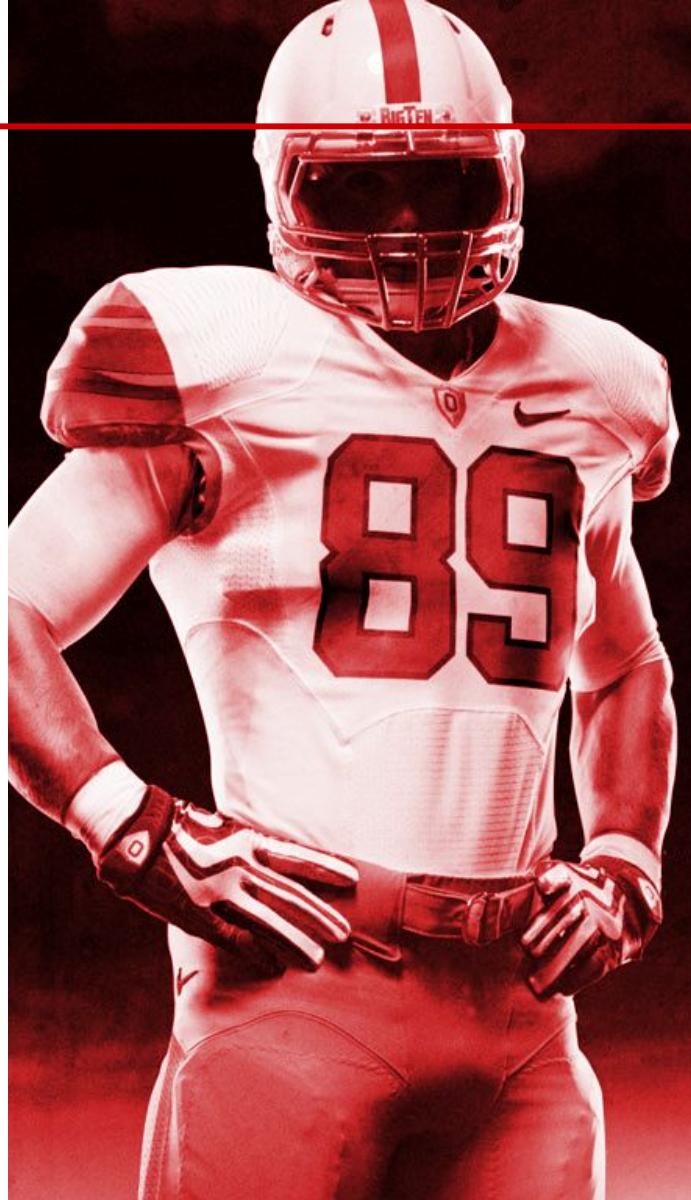




WHAT THE XFL 2.0 IS ALL ABOUT

WHAT WE ARE

- High-quality, competitive and compelling football - gameplay will be great
- New Spring/Summer league that meets the entertainment quality expected from fans
- Affordable for the average family to attend
- Focused on markets where football is a main attraction
- Innovative at every turn with regard to re-thinking established norms
- Modern play with a reverence for football history
- Built to last

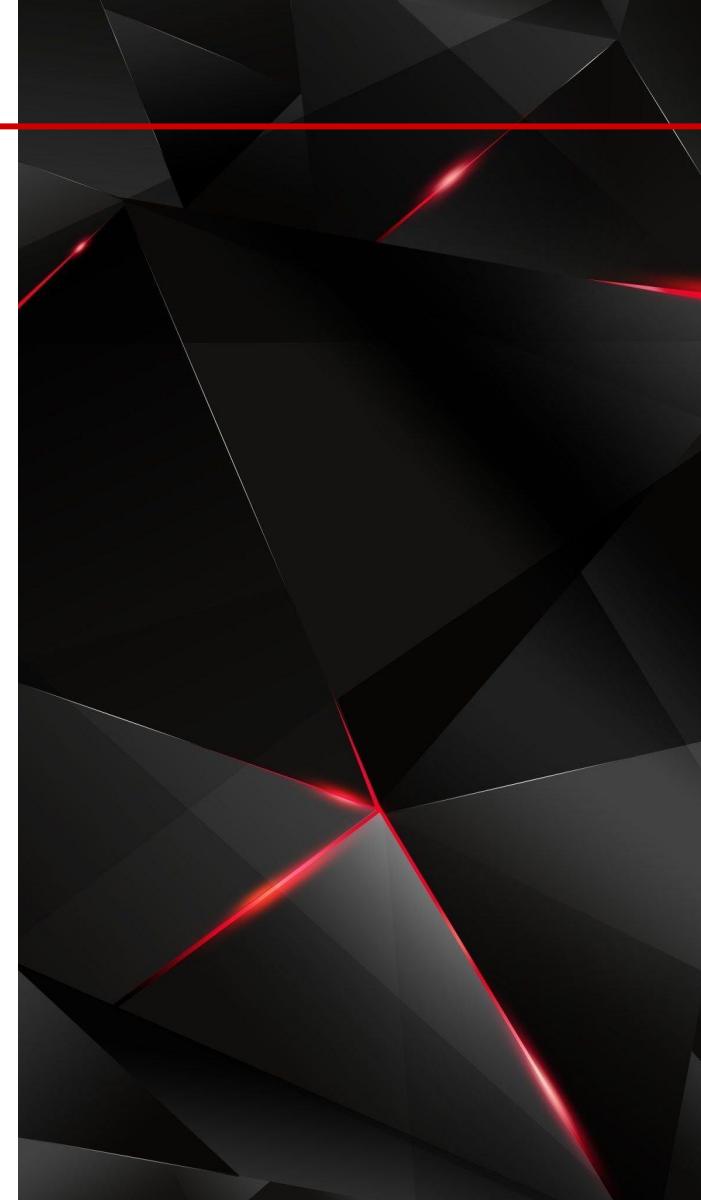




- **WHAT WE ARE NOT**

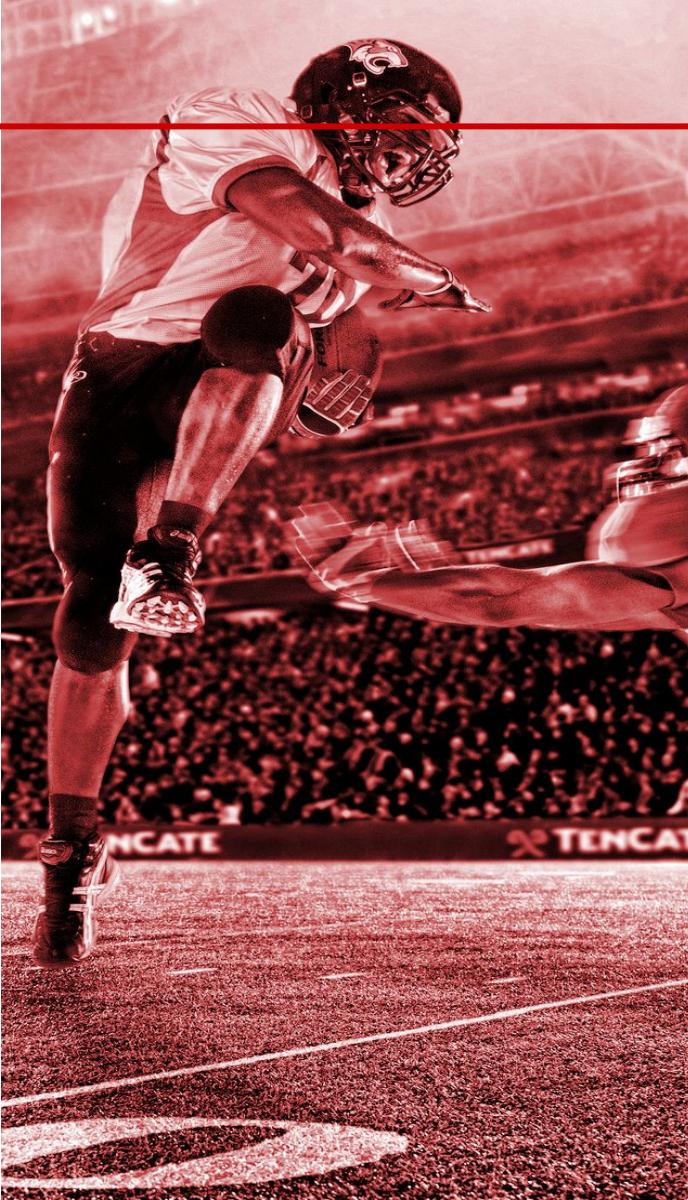
WHAT WE ARE NOT

- Not gimmicky
- Not a development league for the NFL
- Not dependent upon a big TV broadcast deal
- Not second-rate football
- Not exploitative in any way (e.g. We won't gouge the fans, exploit the players, or be at odds with our broadcast/distribution partners)
- Not salacious or low-brow





• **WHAT WE CAN BE**



WHAT WE CAN BE

- As big as the original concept envisioned, but better timed with much better execution
- A means to invert the power structure, giving the fans and players equity and agency
- Inclusive
- Populist
- Epic and permanent

...a phoenix rising from the ashes.



KEY GAMEPLAY FEATURES

KEY GAMEPLAY FEATURES

LEGACY XFL RULES

- No coin flip: compete for possession
- No kicking PATs
- Must return kickoffs & punts
- One foot in for a catch

XFL 2.0 INNOVATIONS

- Speed related
- New scoring possibilities
- Fewer penalties
- New ideas on kicking
- Fan involvement





XFL 2.0 CORPORATE TIMELINE

Feb 2017 ESPN's 30 for 30 "This Was the XFL" first airs

March 2017 Charlie Ebersol Sports Media Inc. (CESM) is incorporated

April 2017 CESM purchases XFL assets and rights from Vince McMahon and NBC for \$50MM in a combination of cash and stock

May 2017 Vanech Files \$450MM Regulation A+ financings with the SEC and commits capital to XFL 2.0

June 2017 \$10MM Seed investment round opens

June 2017 XFL 2.0 inks exclusive landmark distribution deal with WWE Network

June 2017 XFL 2.0 HQ \$50MM Reg A+ opens

October 2017 10 cities selected

December 2017 HQ Reg A+ financing closes

January -May 2018 Team Reg A+ financing campaigns are launched two per month

July 2018 XFL Draft

August 2018 Combine and Practice Begins

September 2017 Cities franchise bids are due

February 2019 XFL 2.0 Season Kicks-off



- **ASSET PURCHASE OF
THE ORIGINAL XFL**

THE DEAL

Asset Purchase of all XFL assets.

Purchase price equal to \$50MM paid as a combination of cash and stock. Stock will be issued at closing and priced at Series A valuation. Cash payment spread over three years.

Repurchase right for \$1 if \$100MM is not raised within 18 months or in the event of any material default.

WWE (or other stakeholders) will each be able to invest in Seed Round under “Scramble Rules”. First party to fund \$10MM will receive equity and option to convert at 50% discount to the Series A valuation.





- **DISTRIBUTION
DEAL WITH THE WWE**



• **OUR MAIN GOAL**

To drive more subscribers and revenue to the WWE Network and its OTT Platform and to support the WWE's Three Pillars

WWE Network Proposed Deal

Digital joint venture between the XFL and WWE

Three year deal where WWE Network will get exclusive broadcast/stream rights to its choice of two games per week

Fixed fee paid by WWE for exclusive broadcast/stream rights

Revenue share on eCPM uplift on digital

Freemium model with skinny- bundles under revenue share

First-look on all ancillary projects

WWE Network “Audience Extension” initiative

Digital Distribution and Monetization Model

Delayed games and archived content

(Free/
Ad-Supported)

Gameday Live Season Package
(43 live games plus archive)

\$43/season

Single Game Package

\$5/game

Team Package (8 games plus playoffs if they make it!)

\$20/season

All Access Year Round Premium
(includes RedZone, reality shows, fantasy show, fan show, exhibition, draft, insider, archives)

**\$3/month
add-on to
WWE**

VR and Augmented Reality Package (TBD)





THE SEASON

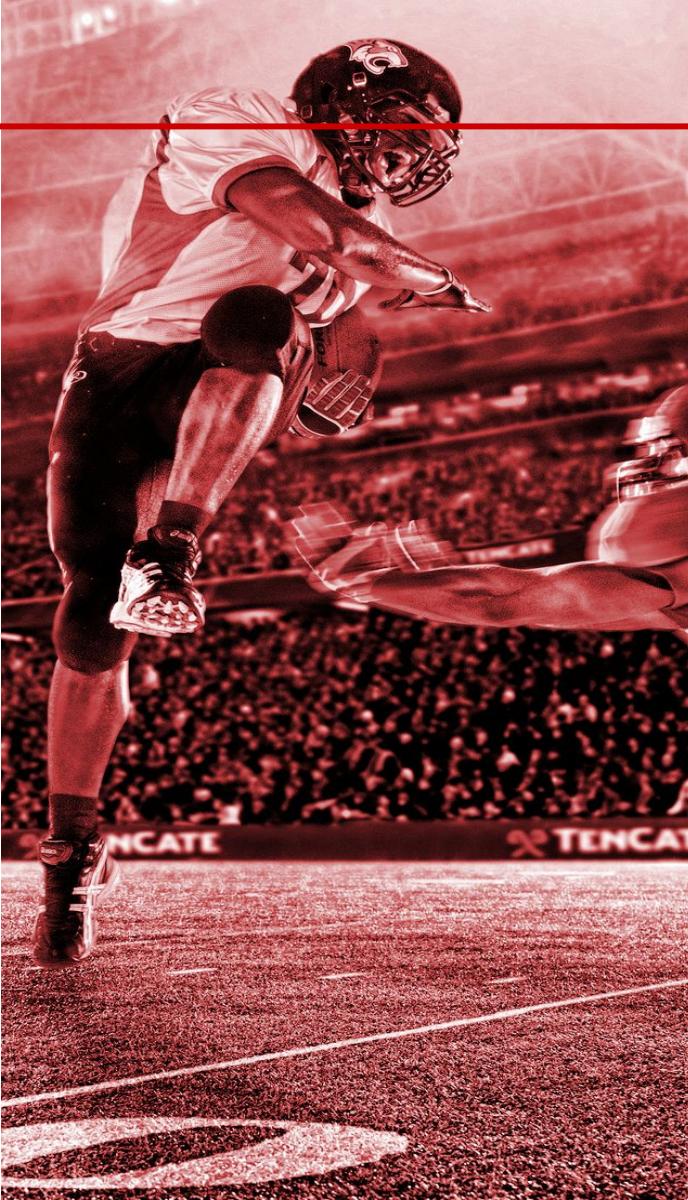


THE SEASON

- 8 game regular season
- 4 home games, 4 away games
- One “rivalry matchup” played twice
- 40 regular season games total
- 4 out of 10 teams make playoffs
- 3 postseason games
- No bye week



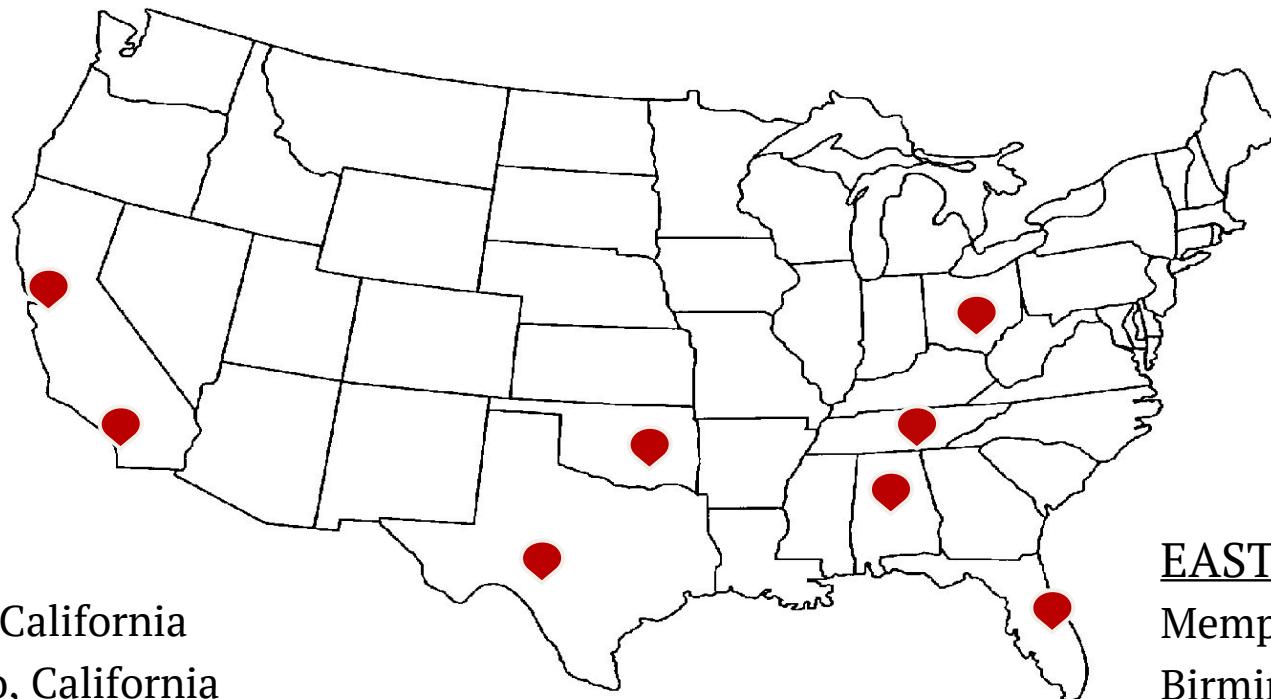
GEOGRAPHIC PLAN



WHERE TO PLAY

- Iconic football cities with growing MSAs
- Data-driven decisions
- Target certain XFL legacy cities/teams
- US-only in years 1-3
- Markets where we will be the main attraction
- Local markets must compete for a team
- Expansion of 2 teams/year
- Growing from 8 teams to 12

LIKELY MARKETS IN YEAR ONE



WEST

Oakland, California
San Diego, California
San Antonio, Texas
Oklahoma City, Oklahoma

EAST

Memphis, Tennessee*
Birmingham, Alabama*
Columbus, Ohio
Orlando, Florida*

*legacy XFL cities

POSSIBLE EXPANSION MARKETS IN FUTURE YEARS



Las Vegas, Ann Arbor, Portland,
Phoenix, St. Louis, Virginia, Carolinas

FOUNDING LEADERSHIP TEAM



Charlie Ebersol
President & CEO
Visionary and Creative

Creator of hit television shows “*The Profit*” and
“*West Texas Investors Club*”
Produced and Directed
ESPN 30 for 30 “This Was the XFL”

Devoted life and career to sports and media
Millennial
“Carrying the torch” of XFL legacy



Bob Vanech
COO & CFO
Serial Entrepreneur and Operator

CEO of Global Companies
Eureka Broadband and CADFORCE
Founder, Chairman and COO of Digital Media
Powerhouse Zealot Networks

Disruptor and Innovator
GenX-er with lifelong passion for football
Serious capital raiser, \$200MM+ raised as founder



XFL 2.0 OPENING SEASON TIMELINE

October 31, 2018 Rosters locked

November, 2018 Preseason begins

February 20, 2019 Opening Day

May 7, 2019 Regular season ends

May 14, 2019 Playoff Weekend

May 21, 2019 Season One Championship



KEY TECHNOLOGY FEATURES

GROUNDBREAKING TECHNOLOGY



THE X-HELMET

The most advanced helmet in history with concussion sensors, microphones, heads-up-display, and cameras rolling



VR / AR FEATURES

GPS, motion sensors, bio feedback, IoT-enabled gear, in-game analytics, fan-controlled instant-replay



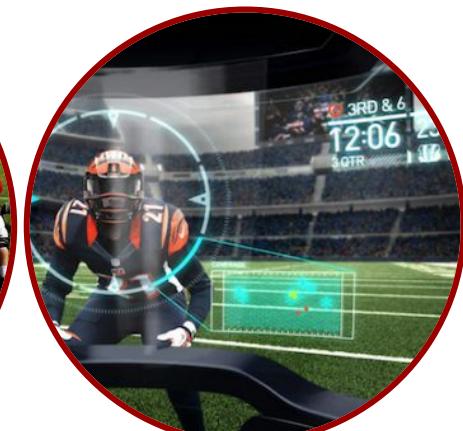
FANTASY STAT INTEGRATION

Super stats, wagers, player/fan bonuses



CAMERAS

BallCam, CoachCam, HuddleCam, HelmetCam, VRCam, SkyCam, RefCam, FanCam, and of course... BUBBA-CAM





KEY FAN FEATURES

KEY FAN FEATURES

- Players and fans attend weekly Neighborhood Fan Dinner the night before games
- Deep, profound integration with online fantasy partner
- Fans compete in the “pregame scramble”.
- Season ticket holders are automatic owners and treated as such
- Lottery for seats and luxury boxes
- Select fans on field





DISTRIBUTION STRATEGY



EXPANDED DISTRIBUTION STRATEGY



- Digital first (WWE Network)
- XFL Go syndicated cross platform/cross device (Advertiser Direct)
- Unique local and extended broadcast strategy (Tues/Wed/Sat)
- Global distribution
- Deep social media integration

Ticket Sales



Luxury Boxes



Digital Rights



Merchandise



MONETIZATION
OPPORTUNITIES

Concessions



Advertisers



Broadcast



Fantasy





OWNERSHIP AND CAPITAL RAISING PLAN

OWNERSHIP AND CAPITAL RAISING PLAN

\$450 Million Plan

League owns teams in partnership with stakeholders

Leverage Reg A+

Modest (\$10MM) seed investment

Profitable by year three

Voting stock held by league and investors



MARKETING STRATEGY



MARKETING STRATEGY

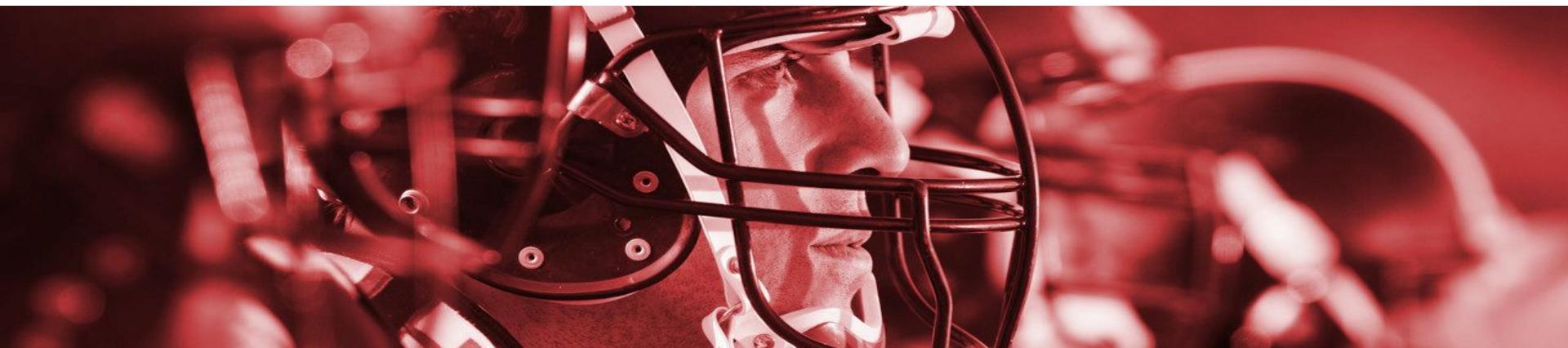
- Massive earned media and PR
- Digital and mobile-first
- Social and viral
- Hyper-local / Hyper-targeted
- Select traditional media
- Super Fan/Influencer activation
- Fans and players as owners and “promoters”
- Season tickets sold out before a city gets a franchise
- Highly cost-effective plan
- Leverage WWE base



INVESTMENT PLAN

INVESTMENT PLAN

- \$10MM Series A
- \$50MM Reg A+ (League)
- \$400MM Reg A+ (8 teams)
- Debt/equity blend for expansion





FOOTBALL OPERATIONS PLAN



NCAA Attack Plan



MISSION CRITICAL MILESTONES

Questions?

Contact us at:
user@mail.me

XXX-XXX-XXXX