

James H. Bartolomei III, P.A.  
 James H. Bartolomei (SBN: 301678)  
 Of Counsel at Duncan Firm, P.A.  
 900 S. Shackleford Road, Suite 725  
 Little Rock, Arkansas 72211  
 Telephone: 501-228-7600  
 Facsimile: 501-228-0415

Christopher Gansen (SBN: 232133)  
 Gansen Law Group, P.C.  
 8335 Sunset Bl., Ste. 204  
 Los Angeles, California 90069  
 Telephone: (424) 201-5625  
 Facsimile: (424) 214-1170

*Attorneys for Plaintiff ROBERT VANECH*

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

ROBERT VANECH, an individual,

Plaintiff,

vs.

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,

Defendants.

**CASE NO.:**

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

**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



1 out of Vanech's idea for an "alliance" concept between fans and players.

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

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

15 10. Vanech seeks relief, namely for the Court to declare that he owns a 50% equity  
16 interest in the AAF and its related entities, that that AAF required his consent to approval the  
17 \$250,000,000 commitment (whether it was structured as debt, equity or some other combination that  
18 materially changed the capitalization table of the AAF), that the AAF publically acknowledge  
19 Vanech's role in the public narrative as a co-founder of the AAF, that the Court hold Defendants  
20 liable for the fraud perpetrated on him by Charlie Ebersol and his co-conspirators, his father, Duncan  
21 "Dick" Ebersol, Keith Rabois, Tom Veit, William "Bill" Polian, and for the AAF to pay Vanech for  
22 the accrued salary and expenses incurred while performing services in furtherance of the joint  
23 venture or partnership that became the AAF, and other compensation promised to Vanech.

#### 24 **JURISDICTION AND VENUE**

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

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



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

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

7 **PARTIES**

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

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

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

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

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



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

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

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

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

### 19 **GENERAL ALLEGATIONS**

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

23 23. Vanech has extensive operating and finance experience in the technology, digital  
24 media, entertainment, sports, music and mobile application sectors. He has been a chairman of  
25 boards of directors, CEO and CFO of venture-backed private companies, wherein he headed up  
26 finance, corporate development, capital raising and venture investment efforts. Vanech also has  
27 significant experience as a founder of joint ventures, forming start-up joint ventures and partnerships  
28 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  
10 compensation via a newly developed mobile app
- 11 ● Player bonuses based on fan interaction/wagering and statistical performance
- 12 ● Heavy focus and requirement to draft hometown heroes/local players, who  
13 may have more local fan appeal
- 14 ● Education plan for players’ life after football
- 15 ● Adopting robust health and wellness policies to better protect players’  
16 wellbeing
- 17 ● A game football that collected data through a microchip and a built-in camera
- 18 ● Digital distribution and monetization concepts
- 19 ● Over the Top (“OTT”) digital distribution along with “skinny bundles” that  
20 involved digital media and broadcast monetization methods
- 21 ● New concepts around speeding up the game via new forms of digital ads  
22 instead of traditional commercial breaks

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

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

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

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



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

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

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

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
Name			Ownership % of HQ Entity						
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

Notes:  
Assumes Seed Round investor comes in before XFL deal is done  
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.



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  
28 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].

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  
11 the gym now. Thoughts?”

12 Vanech texted back:

13 “1.) The planets have lined up and the 30 for 30 has unearthed new partners. 2.)  
14 Charlie's team has money and a capital plan that seems to make sense. 3.) Impact on  
15 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.”

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  
21 or any third party.

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

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

CE: I don't want to devolve this into a fight but I do not  
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,<sup>1</sup> Vanech alleges that his demands have

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<sup>1</sup> 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.<sup>2</sup> 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  
26

27 <sup>2</sup> 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](http://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



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

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

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

## 15 **SECOND CAUSE OF ACTION**

### 16 **(Conversion)**

### 17 **(Against all Defendants)**

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

20 107. Vanech claims that Defendants wrongfully exercised control over his property, i.e. his  
21 50% ownership interest in the AAF.

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

27 109. Vanech demanded its return in a demand letter dated July 7, 2018, stating that Vanech  
28 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.



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

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

6 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

27 125. As a direct and proximate result of AAF and/or Ebersol Sports Media Group Inc.'s  
28 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 a 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 ///



1 **NINTH CAUSE OF ACTION**

2 **(PROMISSORY FRAUD)**

3 **(Against Charlie Ebersol)**

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

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

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

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

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

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

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

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

26 ///

27 ///

28 ///



1 **TENTH CAUSE OF ACTION**

2 **(ACCOUNTING)**

3 **(Against all Defendants)**

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

6 166. As alleged above, Defendants improperly hold rights and interests belonging to  
7 Plaintiff Vanech. Because the Defendants improperly excluded Plaintiff Vanech from the joint  
8 venture/partnership, and because Defendants Charlie Ebersol and/or Ebersol Sports Media Group  
9 Inc. control Defendants Legendary Field Exhibitions LLC (the AAF) and AAF Properties, LLC, the  
10 precise value of Plaintiff's rights and interest is unknown and cannot be ascertained without an  
11 accounting and analysis of financial records, contracts and other documents, including the  
12 \$250,000,000 funding commitment from Tom Dundon.

13 ///

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

16 **ON THE FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF**

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

21 2. Reasonable attorneys' fees according to proof pursuant to Labor Code Section 218.5;

22 3. Costs of suit incurred herein; and

23 4. For such other and further relief as the Court deems just and proper.

24 **ON THE SECOND CAUSE OF ACTION FOR CONVERSION**

25 1. Compensatory and punitive damages according to proof;

26 2. Pre and post judgment interest;

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

28 4. Costs of suit incurred herein; and



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

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

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

1. Compensatory damages and penalties 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 FIFTH CAUSE OF ACTION VIOLATION OF BUSINESS & PROFESSIONS  
CODE § 17200, ET SEQ.**

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 SIXTH CAUSE OF ACTION FOR BREACH OF EMPLOYMENT AGREEMENT  
& BREACH OF JOINT VENTURE OR PARTNERSHIP AGREEMENT**

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.



1                   **ON THE SEVENTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

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

7                   **ON THE EIGHTH CAUSE OF ACTION FOR INTENTIONAL**

8                                   **MISREPRESENTATION/FRAUD**

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

14                   **ON THE NINTH CAUSE OF ACTION FOR PROMISSORY FRAUD**

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

20                   **ON THE TENTH CAUSE OF ACTION FOR ACCOUNTING**

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

26   ///

27   ///

28   ///



1 **DEMAND FOR JURY TRIAL**

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

3  
4 Dated: February 22, 2019

**JAMES H. BARTOLOMEI, III P.A.**

5 By:

6   
7 JAMES H. BARTOLOMEI (SBN: 301678)  
8 Of Counsel at DUNCAN FIRM, P.A.  
9 900 S. Shackleford Road, Suite 725  
10 Little Rock, Arkansas 72211  
11 Telephone: 501-228-7600  
12 Facsimile: 501-228-0415  
13 [jim@duncanfirm.com](mailto:jim@duncanfirm.com)

14 and

15 CHRISTOPHER J. GANSEN (SBN 232133)  
16 GANSEN LAW GROUP P.C.  
17 8335 Sunset Blvd. Ste. 204  
18 Los Angeles, California 90069  
19 Telephone: (424) 201-5625  
20 [chris@gansenlawgroup.com](mailto:chris@gansenlawgroup.com)

21 Attorneys for Plaintiff  
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26  
27  
28



# Exhibit A





# **XFL 2.0**

# **Project Phoenix**

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

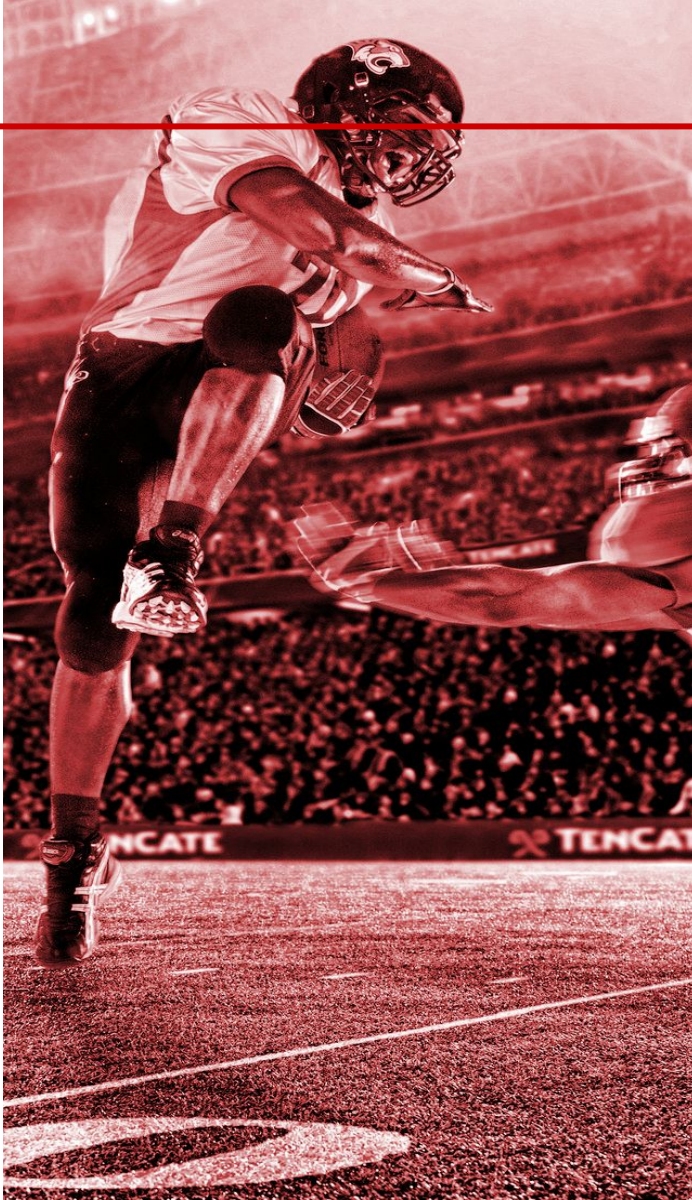




## Why Timing for a New League is Right

- 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.





# IMAGINE

- 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





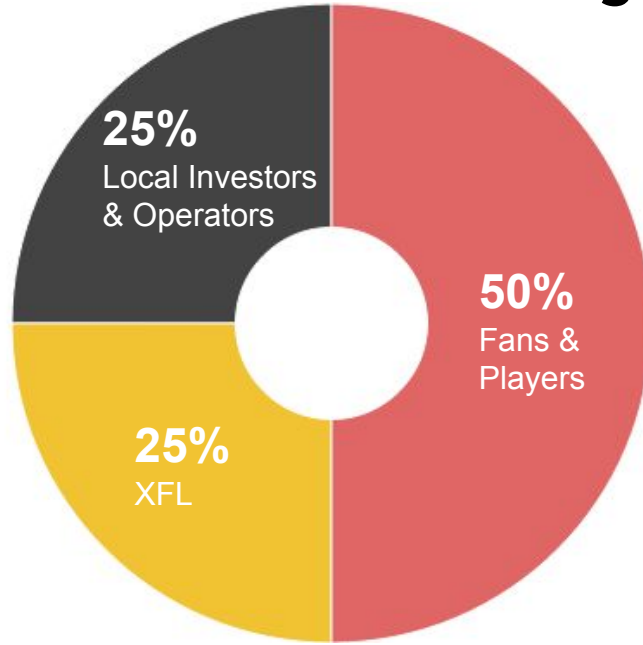
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**TEAMS ARE OWNED  
BY FANS AND  
PLAYERS**



# 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*





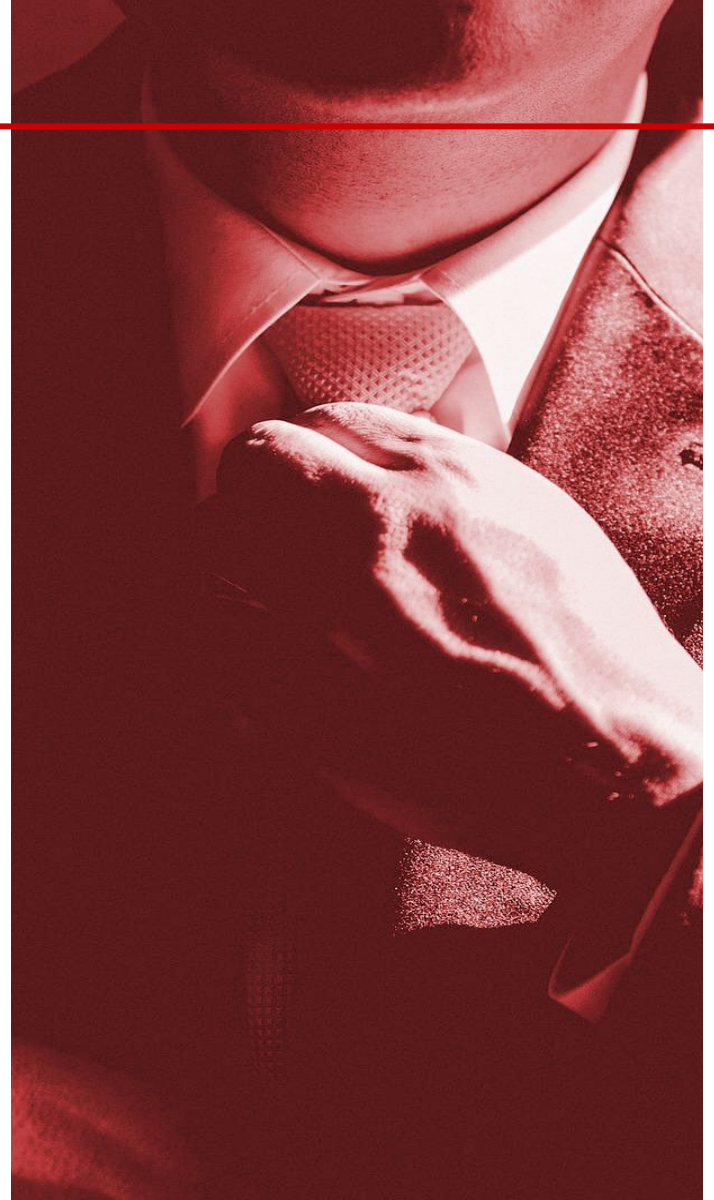
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**WHAT THE NFL  
IS ALL ABOUT**



# THE NFL OWNERS' INHERENT MISALIGNMENT WITH THE PLAYERS

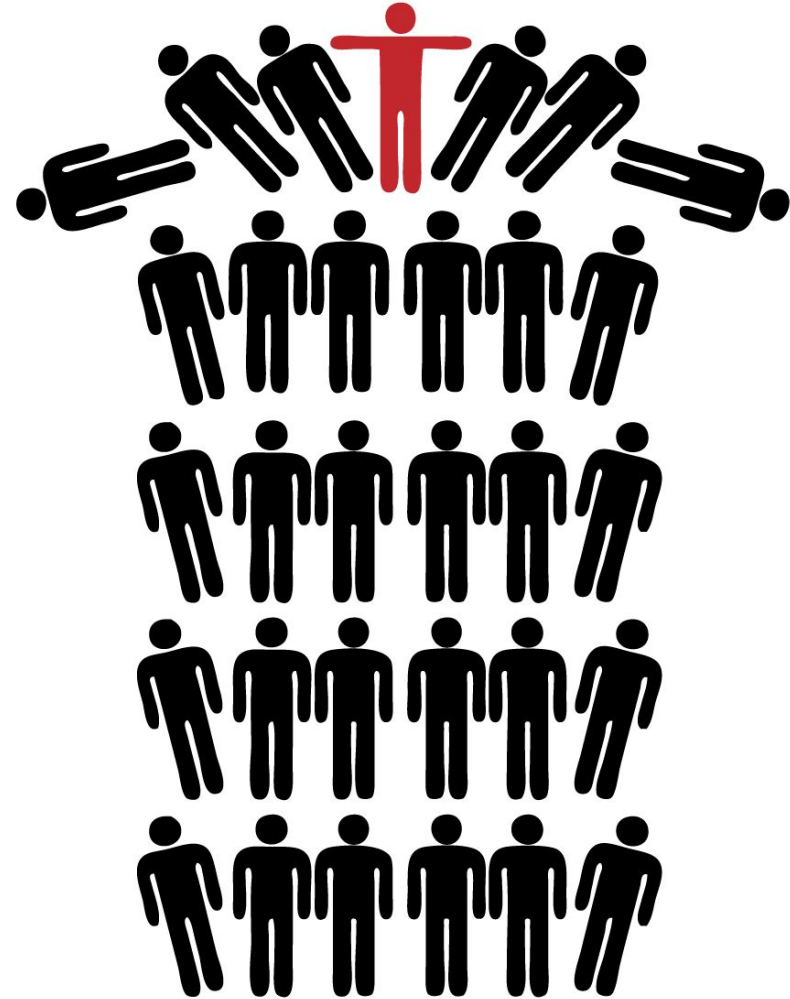
- An estimated \$100 Billion of market value is controlled by roughly 100 very wealthy individuals
- These billionaire shareholders control 100% of each team
- On an annual basis, between 38% to 50% of the \$10B+ in revenue flows to players and operations, but the vast majority of the profits flow back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







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• **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

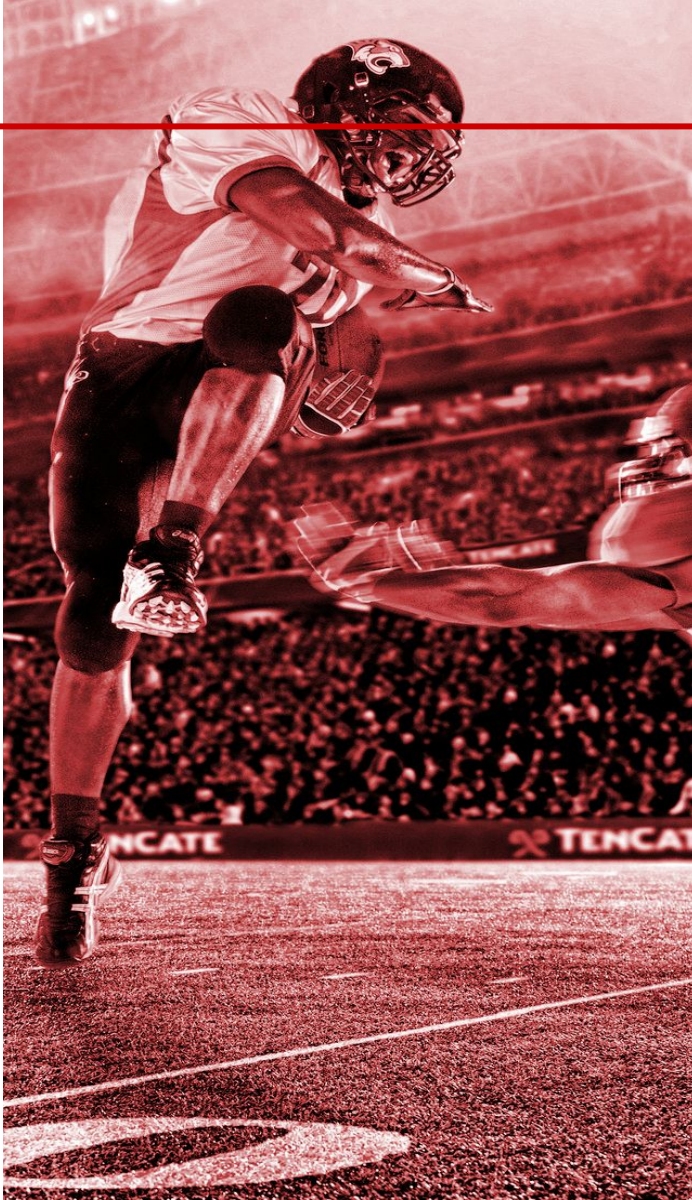






• **WHAT WE CAN BE**





## 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.





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## • 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







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# • 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





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- **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.







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- **DISTRIBUTION  
DEAL WITH THE WWE**





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- **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

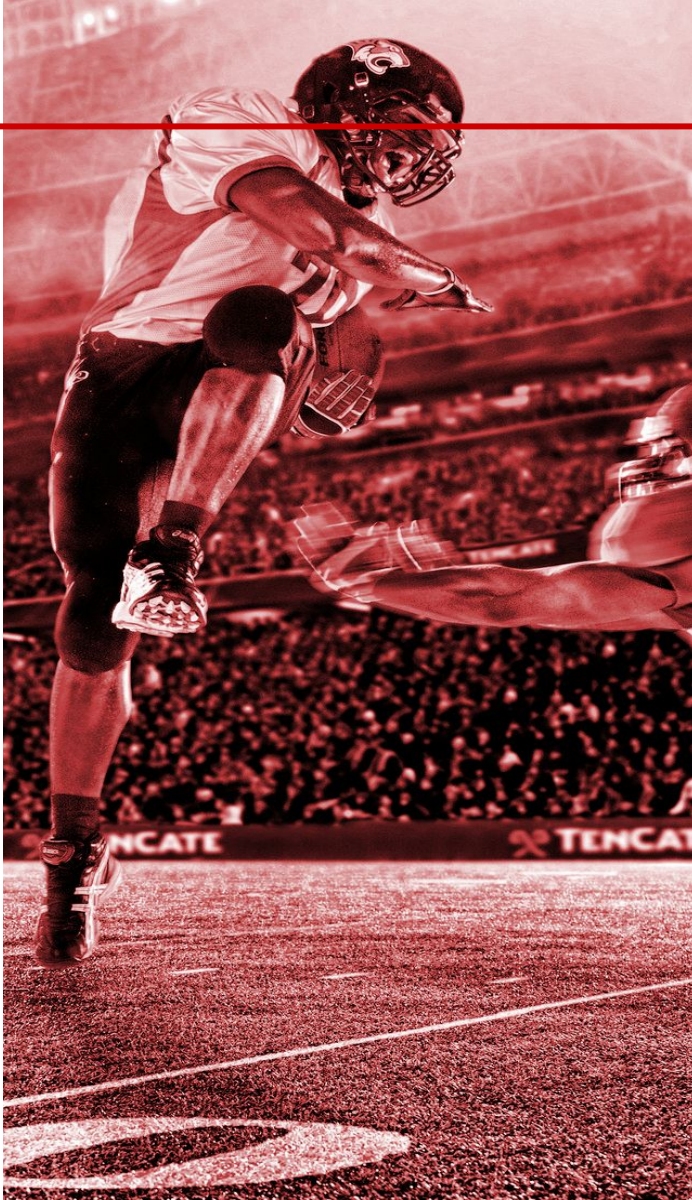
- 8 game regular season
- 4 home games, 4 away games
- One “rivalry matchup” played twice
- 40 regular season games total
- 4 out of 10 teams make playoffs
- 3 postseason games
- No bye week





# • GEOGRAPHIC PLAN



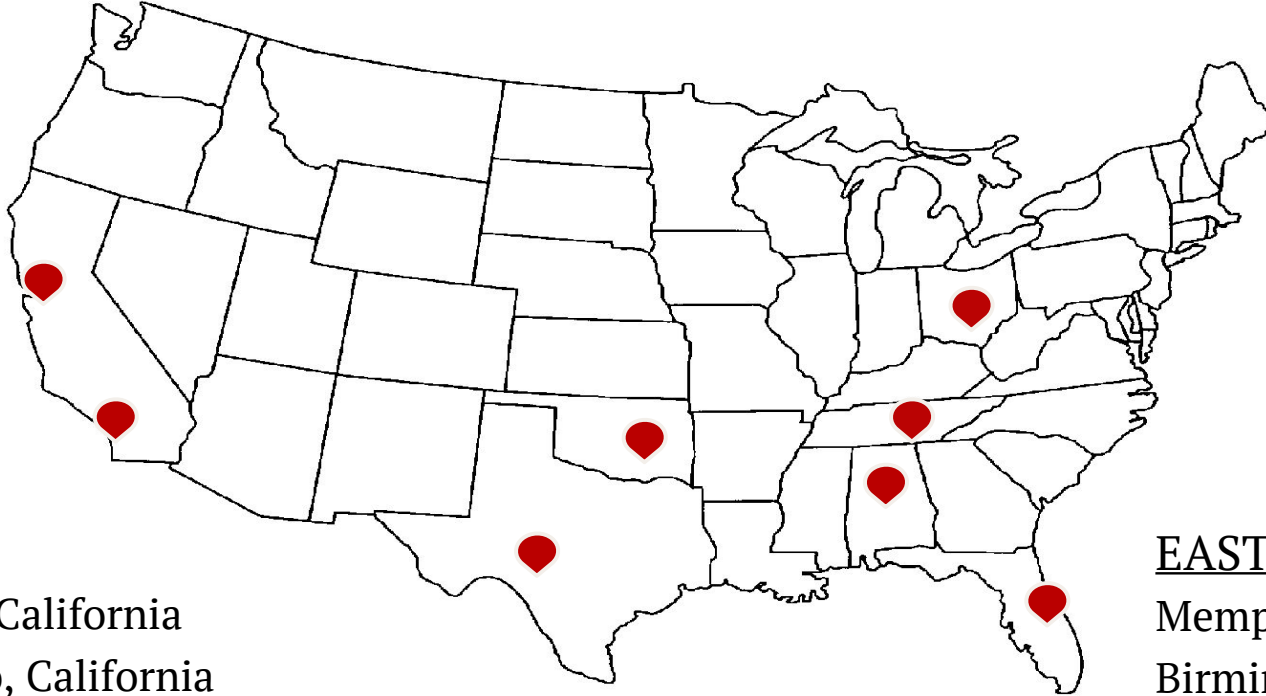


## WHERE TO PLAY

- 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





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# **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





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# 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







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# • 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**







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# **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







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# **FOOTBALL OPERATIONS PLAN**





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# NCAA Attack Plan





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# • MISSION CRITICAL MILESTONES



# *Questions?*

Contact us at:  
user@mail.me  
xxx-xxx-xxxx

