

PAYNE & FEARS LLP

ATTORNEYS AT LAW  
235 PINE STREET, SUITE 1175  
SAN FRANCISCO CALIFORNIA 94104  
(415) 738-6950

1 Leila Narvid, Bar No. 229402  
ln@paynefears.com  
2 Jason I. Bluver, Bar No. 281784  
jib@paynefears.com  
3 PAYNE & FEARS LLP  
235 Pine Street, Suite 1175  
4 San Francisco, California 94104  
Telephone: (415) 738-6850  
5 Facsimile: (415) 738-6855  
--- and ---  
6 Jeffrey S. Lowenstein (*pro hac vice to be filed*)  
jlowenstein@bellnunnally.com  
7 Alana K. Ackels, Bar No. 277154  
aackels@bellnunnally.com  
8 Brent D. Hockaday (*pro hac vice to be filed*)  
bhockaday@bellnunnally.com  
9 BELL NUNNALLY & MARTIN  
2323 Ross Avenue, Suite 1900  
10 Dallas, Texas 75201  
Telephone: (223) 740-1400  
11 Facsimile: (223) 740-1499

12 Attorneys for Defendant THOMAS DUNDON

13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA

15 COLTON SCHMIDT, individually and on  
16 behalf of others similarly situated; REGGIE  
NORTHRUP, individually and on behalf of  
17 others similarly situated,

18 Plaintiffs,

19 v.

20 AAF PLAYERS, LLC, a Delaware Limited  
Liability Company, d/b/a/ The Alliance of  
21 American Football; THOMAS DUNDON, an  
individual; CHARLES "CHARLIE"  
22 EBERSOL, an individual; LEGENDARY  
FIELD EXHIBITIONS, LLC, a Delaware  
23 Limited Liability Company; AAF  
PROPERTIES, LLC, a Delaware Limited  
24 Liability Company; EBERSOL SPORTS  
MEDIA GROUP, INC., a Delaware  
25 Corporation; and DOES 1 through 200,  
inclusive,

26 Defendants.  
27  
28

Case No. 3:19-cv-3666

[San Francisco County Superior Court Case  
No. CGC-19-575169]

**DEFENDANT'S PETITION AND  
NOTICE OF REMOVAL OF CIVIL  
ACTION UNDER 28 U.S.C. §§ 1332, 1441,  
1446, 1453, 1711, et seq.; and 28 U.S.C. §§  
1334, 1452**

1 TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF  
 2 CALIFORNIA, AND TO ALL PARTIES, AND THEIR RESPECTIVE COUNSEL OF  
 3 RECORD:  
 4

5 **PLEASE TAKE NOTICE**, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C.  
 6 §§ 1332(d), 1453, 1711, Title 11 of the United States Code, 28 U.S.C. §§ 1334, 1452, and Rule 9027  
 7 of the Federal Rules of Bankruptcy Procedure, Defendant Thomas Dundon (“Defendant” or  
 8 “Dundon”) hereby removes this action from the Superior Court of the State of California for the  
 9 County of San Francisco to the United States District Court for the Northern District of California,  
 10 on the following grounds:  
 11

12 **I. THE STATE COURT ACTION**  
 13

14 1. On or about April 10, 2019, Plaintiffs filed an action titled “*Colton Schmidt,*  
 15 *individually and on behalf of others similarly situated; Reggie Northrup, individually and on behalf*  
 16 *of others similarly situated v. AAF Players, LLC, a Delaware Limited Liability Company, d/b/a/ The*  
 17 *Alliance of American Football; Thomas Dundon, an individual; Charles “Charlie” Ebersol, an*  
 18 *individual; Legendary Field Exhibitions, LLC, A Delaware Limited Liability Company; AAF*  
 19 *Properties, LLC, a Delaware Limited Liability Company; Ebersol Sports Media Group, Inc., a*  
 20 *Delaware Corporation; and Does 1 through 200, inclusive,”* in the Superior Court of the State of  
 21 California, County of San Francisco, Case No. CGC-19-575169 (the “State Court Action”). A true  
 22 and correct copy of the original Complaint, Summons, and Civil Case Cover Sheet that were filed  
 23 is attached hereto as **Exhibit “A”** as part of the Index of Exhibits. (*See also* Declaration of Leila  
 24 Narvid (“Narvid decl.”) at ¶ 3.)  
 25

26 2. The class of plaintiff in the State Court Action are persons who allegedly contracted  
 27 with or were involved with the Alliance of American Football (“AAF”) as players. (*See* Compl. at  
 28

¶ 12.) The Plaintiffs’ allegations in the State Court Action all arise from their involvement as players in the AAF. *Id.*

3. Dundon was served with a copy of Plaintiffs’ Complaint and Summons on May 24, 2019. (Narvid decl. at ¶ 4.)

4. On or about April 10, 2019, the Superior Court issued a Notice to Plaintiff of a Case Management Conference scheduled for September 11, 2019 in Department 610 of the San Francisco County Superior Court. A true and correct copy of the Notice to Plaintiff is attached hereto as **Exhibit “B”** as part of the Index of Exhibits. (*Id.* at ¶ 5.)

5. On or about May 14, 2019, the Superior Court issued an Order Denying Complex Designation for Failure to File Application Requesting Designation. A true and correct copy of the Superior Court’s Order is attached hereto as **Exhibit “C”** as part of the Index of Exhibits. (*Id.* at ¶ 6.)

6. On or about May 29, 2019, Plaintiffs filed a Notice and Acknowledgment of Receipt of Summons and Complaint to Dundon. A true and correct copy of the Notice and Acknowledgment of Receipt is attached hereto as **Exhibit “D”** as part of the Index of Exhibits. (*Id.* at ¶ 7.)

7. These constitute the pleadings, process, and orders, either filed but not served, or filed and served, upon or by Plaintiffs and/or Dundon in the State Court Action. Exhibits “A” through “D” are attached hereto as part of the Index of Exhibits.

1 **II. REMOVAL OF THE ENTIRE CLASS ACTION IS PROPER UNDER THE CLASS**  
 2 **ACTION FAIRNESS ACT**

3  
 4 8. Dundon is authorized to remove this action to this Court pursuant to the Class Action  
 5 Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453 and 1711 (“CAFA”) because Plaintiffs have filed  
 6 a class action complaint where (1) the defendant (Dundon) is a citizen of a state different from at  
 7 least one of the Plaintiffs, (2) more than 100 members make up the putative class, and (3) the alleged  
 8 amount in controversy exceeds \$5,000,000.

9  
 10 9. In order for this Court to exercise original jurisdiction over this case, it must find that  
 11 this case is a “class action.” 28 U.S.C. § 1332(d)(2). Under 28 U.S.C. § 1332(d), the term “class  
 12 action” means “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar  
 13 State statute.”

14  
 15 10. Here, there is no dispute that Plaintiffs bring this case as a class action against  
 16 Dundon. (*See* Compl. at 1:1-3.) In their Complaint, Plaintiffs allege that they “bring this action as  
 17 a Class Action pursuant to California Code of Civil Procedure section 382 both individually and on  
 18 behalf of all persons who contracted with AAF Players, LLC or were involved with the Alliance of  
 19 American Football as a player. (*Id.*, at ¶ 7.) Thus, this case is a “class action” under 28 U.S.C. §  
 20 1332(d).

21  
 22 **A. Minimum Diversity Exists Because Plaintiffs Are Citizens of California and**  
 23 **Florida, Whereas Dundon Is a Citizen of Texas.**

24  
 25 11. For this Court to exercise original jurisdiction over this case, it must find that  
 26 minimum diversity exists amongst the parties. 28 U.S.C. § 1332(d)(2). Minimum diversity exists  
 27 where “any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28  
 28 U.S.C. § 1332(d)(2) – (d)(2)(A).

12. For an individual litigant, residency creates a rebuttable presumption of domicile for purposes of establishing diversity of citizenship. *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001) (“A person’s domicile is his permanent home, where he resides with the intention to remain or to which he intends to return.”); *Lew v. Moss*, 797 F.2d 747, 751 (9th Cir. 1986) (explaining that residency creates a rebuttable presumption of domicile for purposes of establishing diversity of citizenship).

13. Here, Plaintiff Colton Schmidt is a resident of the County of Los Angeles, State of California. (Compl., ¶1a.) Plaintiff Reggie Northrup is a resident of the County of Orange, State of Florida. (Compl., ¶1b.)

14. In contrast to Plaintiffs, Dundon is, and at all times relevant to the Complaint was, a resident of the County of Dallas, State of Texas. (*See* Declaration of Thomas Dundon (“Dundon decl.”), ¶ 2.)

15. Dundon has never been a resident of the State of California. (*Id.* at ¶ 3.) He does not own real property in California, nor has he ever maintained a California driver’s license or state identification card. (*Id.* at ¶ 5.)

16. While Plaintiffs assert claims against “Doe” defendants who are fictitiously named and not served, they are not joined in this Petition and Notice, and shall be disregarded for the purpose of determining removal jurisdiction. 28 U.S.C. § 1441(b)(1). In determining whether diversity of citizenship exists, only the named defendants are considered. *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690–91 (9th Cir. 1998) (“28 U.S.C. § 1441(a) explicitly provides that the citizenship of defendants sued under fictitious names shall be disregarded for purposes of removal. As such, the district court was correct in only considering the domicile of the named defendants.”).

1           17.     Because the two named Plaintiffs in this case are citizens of California and Florida,  
2 respectively, and Dundon is a citizen of Texas, complete diversity exists between Plaintiffs and  
3 Dundon, and there is minimal diversity for purposes of jurisdiction under CAFA. *See* 28 U.S.C.  
4 § 1332(d)(2)(A).

5  
6           **B.     More Than 100 Members Make Up The Putative Class.**

7  
8           18.     This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d) if, among the  
9 other requirements of section 1332(d), the action involves a putative class of at least 100 persons.  
10 *See* 28 U.S.C. § 1332(d)(5)(B).

11  
12           19.     The putative class is defined in Paragraphs 12 and 13 of the Complaint as “all  
13 persons who contracted with AAF Players, LLC or were involved with the Alliance of American  
14 Football as a player.” The AAF consisted of eight centrally owned and operated teams of an  
15 estimated 52 players each. Thus, the AAF consisted of an estimated 416 “players,” for purposes of  
16 the putative class.

17  
18           20.     Should Plaintiffs’ putative class be certified (which Dundon opposes), it would  
19 consist of more than 100 members. Thus, the exception to CAFA removal under 28 U.S.C.  
20 § 1332(d)(5)(B) does not apply.

21  
22           **C.     The Amount In Controversy Exceeds \$5 Million.**

23  
24           21.     Because this action meets the diversity and numerosity requirements discussed  
25 above, this Court has original jurisdiction over this action if “the matter in controversy exceeds the  
26 sum or value of \$5,000,000, exclusive of interest and costs . . . .” 28 U.S.C. § 1332(d)(2). “[T]he  
27 claims of the individual class members shall be aggregated to determine whether the amount in  
28

1 controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. §  
2 1332(d)(6).

3  
4 22. When a defendant alleges the amount in controversy exceeds the CAFA threshold,  
5 the notice to remove need only include “a plausible allegation that the amount in controversy  
6 exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S.  
7 81, 135 S. Ct. 547, 554 (2014); *Clay v. Chobani LLC*, 2015 WL 4743891, at \*3 (S.D. Cal. 2015).

8  
9 23. A defendant satisfies the amount in controversy for CAFA when it relies on a  
10 reasonable chain of logic based on the allegations of the complaint and sufficient evidence to show  
11 that the amount in controversy exceeds \$5 million. *See LaCross v. Knight Transp. Inc.*, 775 F. 3d  
12 1200, 1201 (9th Cir. 2015); *Ritenour v. Carrington Mortg. Servs. LLC*, 2017 WL 59069, at \*2–4  
13 (C.D. Cal. 2017); *Unutoa v. Interstate Hotels & Resorts, Inc.*, 2015 WL 898512, at \*2 (C.D. Cal.  
14 2015).

15  
16 24. At this stage, a defendant is only required to prove the amount in controversy by a  
17 preponderance of the evidence, and in so doing may calculate the amount in controversy based on  
18 *reasonable assumptions*. *Garcia v. Wal-Mart Stores, Inc.*, 2016 WL 6068104, at \*5 (C.D. Cal.  
19 2016); *Sanchez v. The Ritz Carlton*, 2015 WL 4919972, at \*3 (C.D. Cal. Aug. 8, 2015). “This is  
20 consistent with Congress’ intent that CAFA be interpreted expansively.” *Ritenour*, 2017 WL 59069,  
21 at \*4.

22  
23 25. Dundon denies Plaintiffs’ allegations and denies that any amount of damages for  
24 breach of contract, fraud, unpaid wages, penalties, or otherwise, is owed to Plaintiffs or other  
25 putative class members. Nonetheless, for purposes of this jurisdictional analysis *only*, the amount in  
26 controversy based on Plaintiffs’ first cause of action alone exceeds \$5,000,000.

26. Plaintiffs allege that Defendant AAF Players, LLC breached a written contract with each and every member of the putative class by “failing to pay Plaintiffs the annual base compensation in the amounts stated in the contract.” (Compl. at ¶ 51.) The “base compensation” alleged by Plaintiffs that have not been paid is, at the very least, “\$80,000 in the league year of 2020,” and “\$100,000 in the league year of 2021.” In other words, Plaintiffs allege that each of the estimated 416-member putative class has sustained \$180,000 in damages from the alleged breach. A simple calculation establishes that such alleged damages total **\$74,880,000**.

27. Plaintiffs allege nearly identical wage claims against Defendant Dundon in their fourth cause of action. (Compl. at ¶¶ 70-76.)

28. Based on the foregoing, the amount in controversy requirement under 28 U.S.C. § 1332(d) is met because, based on the allegations in the Complaint, Plaintiffs are seeking to recover more than \$5,000,000 in this lawsuit.

**III. REMOVAL OF THE STATE COURT ACTION IS ALSO PROPER BECAUSE  
THE BANKRUPTCY COURT HAS JURISDICTION OVER THE CLAIMS  
ASSERTED IN IT.**

29. Additionally, Dundon is authorized to remove this action to this Court pursuant to 28 U.S.C. §§ 1334 and 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure because it is related to bankruptcy proceedings pending before Chief United States Bankruptcy Judge, Craig A. Gargotta, in the Western District of Texas. Indeed, all but one of Dundon’s co-defendants in the State Court Action have filed for bankruptcy in the Western District of Texas.

30. There are six bankruptcy matters arising out of the Alliance of American Football league operations and closure: *In re Legendary Field Exhibitions, LLC*, No. 19-50900-CAG; *In re AAF Players, LLC*, No. 19-50902-CAG; *In re AAF Properties, LLC*, No. 19-50903-CAG; *In re*



1 *Ebersol Sports Media Group, Inc.*, No. 19-50904-CAG; *In re LFE 2, LLC*, No. 19-50905-CAG; and  
 2 *In re We Are Realtime, LLC*, No. 19-50906-CAG (the “Bankruptcy Cases”). Four of the six debtors  
 3 in the Bankruptcy Cases are defendants in the State Court Action. There have been no confirmation  
 4 hearings in any of the Bankruptcy Cases as of the date of this Petition and Notice of Removal.

5  
 6 31. U.S. Code Section 1452 states that a “party may remove any claim or cause of action  
 7 in a civil action . . . to the district court for the district where such civil action is pending, if such  
 8 district court has jurisdiction of such claim or cause of action under Section 1334 of this title.” 28  
 9 U.S.C. § 1452. Section 1334 provides in pertinent part that “the district courts shall have original  
 10 but not exclusive jurisdiction of all civil proceedings arising under Title 11, or arising in or related  
 11 to cases under Title 11.” *Id.* § 1334(b).

12  
 13 32. A district court’s pre-confirmation “related to” jurisdiction is an exceptionally broad  
 14 category encompassing virtually any matter either directly or indirectly related to the bankruptcy  
 15 case. *In re GACN, Inc.*, 555 B.R. 684, 693 (B.A.P. 9th Cir. 2016) *citing Wilshire Courtyard v. Cal.*  
 16 *Franchise Tax Bd.* 729 F.3d 1279, 1285 (9th Cir.2013).

17  
 18 33. Indeed, a proceeding is “related to” a pre-confirmation bankruptcy case if “*the*  
 19 *outcome of the proceeding could conceivably have any effect on the estate being administered in*  
 20 *bankruptcy.*” *In re Fietz* (9th Cir. 1988) 852 F.2d 455, 457 (emphasis in original); *Knapp v.*  
 21 *Cardinale*, No. C-12-05076-RMW, 2014 WL 4949522, at \*1 (N.D. Cal. Oct. 2, 2014) (same.); *In*  
 22 *re Know Weigh, L.L.C.*, 576 B.R. 189, 201 (Bankr. C.D. Cal. 2017) (“An action is ‘related to’ a  
 23 bankruptcy case if the outcome of the proceeding could conceivably alter the debtor’s rights,  
 24 liabilities, options or freedom of action (either positively or negatively) in such a way as to impact  
 25 on the administration of the bankruptcy estate.”)

34. Here, this Court has jurisdiction over the State Court Action because it is “related to” the Bankruptcy Cases.<sup>1</sup> *Id.* § 1334(b). The State Court Action is inextricably intertwined with the Bankruptcy Cases. For example:

- Four of the six defendants in the State Court Action are debtors in the Bankruptcy Cases;
- All of the counts against Dundon in the State Court Action arise from his relationship to the debtors;
- There are issues of fact of law common to both the claims asserted by Dundon (as an individual and through Dundon Capital Partners, LLC) against the debtors and the claims asserted by the Plaintiffs against Dundon and the debtors in the State Court Action;
- The general basis of Plaintiffs’ claims in the State Court Action are that Dundon, the debtors, and others committed, *inter alia*, a fraud by misleading them about the “long-term viability” of the football league. To the extent there was any fraud, Dundon, too, was a victim of same. Dundon has filed claims in the Bankruptcy Cases asserting that he, too, was defrauded by the debtors concerning the very same issue;
- Plaintiffs allege that Dundon fraudulently attempted to acquire the debtors’ “intellectual property and/or technology,” which are assets of the debtor’s bankruptcy estate and are under the administration of the Bankruptcy Court;
- To the extent that Plaintiffs recover against Dundon, Dundon has indemnity claims against the debtors (which have been asserted in the Bankruptcy Cases);
- Some of Plaintiffs’ claims may be owned by the bankruptcy estate.<sup>2</sup>

---

<sup>1</sup> Shortly after removal is effectuated, if the case is not dismissed for lack of personal jurisdiction over Dundon pursuant to Rule 12(b)(2), Dundon will seek to transfer venue of this matter to the bankruptcy court in the Western District of Texas (the “Bankruptcy Court”) or, alternatively, the Northern District of Texas.

<sup>2</sup> To the extent that any of the Plaintiffs’ claims are actually owned by the bankruptcy estate pursuant to 11 U.S.C. §541, then those claims either “arise in” or “arise under” Title 11 and constitute “core” claims.

35. The Plaintiffs' claims in the State Court Action arise out of the same nexus of facts as the Bankruptcy Cases and the outcome of the State Court Action will have an effect on the estate being administered in bankruptcy including, without limitation, the resolution of claims asserted against the estate and, thus, distributions to the debtors' creditors.

36. Under the standard for "related to" jurisdiction, removal of the State Court Action is proper, and Dundon consents to entry of final orders and judgment by the bankruptcy judge.

#### IV. REMOVAL IS TIMELY

37. Pursuant to 28 U.S.C. § 1446(b), this case is being removed within thirty days of when Dundon first became aware that it was removable. *See* 18 U.S.C. § 1446(b) ("[A] notice of removal may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable.").

38. In this case, the time for removal under CAFA started on May 24, 2019, which is the date the Complaint was served on Dundon. *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.* 526 U.S. 344 (thirty-day removal period began to run not when defendant received faxed, file-stamped copy of complaint, but rather, when defendant was later formally served by certified mail); *SteppeChange LLC v. VEON Ltd.*, 354 F. Supp. 3d 1033, 1041 (N.D. Cal. 2018) ("Formal service of process, measured from the service date according to state law, is a prerequisite for triggering the 30-day removal period because it assures defendants adequate time to decide whether to remove an action to federal court.")

39. Pursuant to Rule 9027(a)(2) of the Federal Rules of Bankruptcy Procedure, this case is being removed within ninety days after the order for relief under the Bankruptcy Code was issued.

40. Pursuant to 11 U.S.C. § 301(b), the filing of a bankruptcy petition constitutes an order for relief. In this case, the Bankruptcy Cases were filed on April 17, 2019, at which time the order for relief issued. This case is being removed within ninety days of the bankruptcy filings.

41. Accordingly, removal of the State Court Action is timely under both the Class Action Fairness Act and the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Thomas Dundon hereby respectfully removes this action from the Superior Court of California in and for the County of San Francisco to this United States District Court.

DATED: June 24, 2019

PAYNE & FEARS LLP  
Attorneys at Law

By: /s/ Leila Narvid

LEILA NARVID  
JASON I. BLUVER

Attorneys for Defendant THOMAS DUNDON

DATED: June 24, 2019

BELL NUNNALLY & MARTIN  
Attorneys at Law

By: /s/ Alana K. Ackels

JEFFREY S. LOWENSTEIN  
ALANA K. ACKELS  
BRENT D. HOCKADAY

Attorneys for Defendant THOMAS DUNDON

**INDEX OF EXHIBITS****EXHIBIT NO.****DESCRIPTION**

“A”

Class Action Complaint, Summons, and Civil Case Cover Sheet filed in *Colton Schmidt, individually and on behalf of others similarly situated; Reggie Northrup, individually and on behalf of others similarly situated v. AAF Players, LLC, a Delaware Limited Liability Company, d/b/a/ The Alliance of American Football; Thomas Dundon, an individual; Charles “Charlie” Ebersol, an individual; Legendary Field Exhibitions, LLC, A Delaware Limited Liability Company; AAF Properties, LLC, a Delaware Limited Liability Company; Ebersol Sports Media Group, Inc., a Delaware Corporation; and Does 1 through 200, inclusive*, Case No. CGC-19-575169

“B”

Notice to Plaintiff re: Setting of Case Management Conference

“C”

Order Denying Complex Designation for Failure to File Application Requesting Designation

“D”

Notice and Acknowledgment of Receipt of Summons and Complaint

4830-9254-5435.1

**PROOF OF SERVICE**

***Colton Schmidt, etc., et al. v. AAF Players, LLC, etc., et al.***  
**United States District Court, Northern District Case No. 3:19-cv-3666**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Orange, State of California. My business address is Jamboree Center, 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On June 24, 2019, I served true copies of the following document(s) described as **DEFENDANT'S PETITION AND NOTICE OF REMOVAL OF CIVIL ACTION UNDER 28 U.S.C., §§ 1332, 1441, 1446, 1543, 1711, ET SEQ.; AND 28 U.S.C. §§ 1334, 1452** on the interested parties in this action as follows:

Boris Treyzon, Esq.  
Jonathon Farahi, Esq.  
ABIR COHEN TREYZON SALO, LLP  
1901 Avenue of the Stars, Suite 935  
Los Angeles, CA 90067  
Tel: (424) 288-4367  
Fax: (424) 288-4368  
E-Mail: [btreyzon@actslaw.com](mailto:btreyzon@actslaw.com)  
[jfarajo@actslaw.com](mailto:jfarajo@actslaw.com)

Attorneys for Plaintiff STEVE  
ENRIQUEZ

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Payne & Fears LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

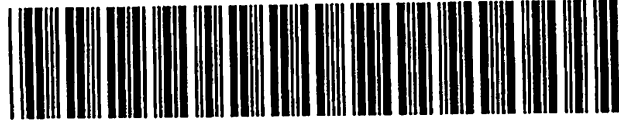
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 24, 2019, at Irvine, California.

/s/ Terri M. Shaw

Terri M. Shaw

# EXHIBIT A



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
Document Scanning Lead Sheet**

Apr-10-2019 1:18 pm

Case Number: CGC-19-575169

Filing Date: Apr-10-2019 1:14

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Image: 06761622

COMPLAINT

COLTON SCHMIDT ET AL VS. AAF PLAYERS, LLC ET AL

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Case Info

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[Contact Us](#)**THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

Case Number: CGC19575169  
 Title: COLTON SCHMIDT ET AL VS. AAF PLAYERS, LLC ET AL  
 Cause of Action: CONTRACT/WARRANTY  
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**Register of Actions**Show  entriesSearch: 

Date	Proceedings	Document	Fee
2019-04-10	NOTICE TO PLAINTIFF	<a href="#">View</a>	
2019-04-10	CONTRACT/WARRANTY, COMPLAINT FILED BY PLAINTIFF SCHMIDT, COLTON INDIVIDUALLY AND ON BEHALF OF OTHERS SIMILARLY SITUATED NORTHRUP, REGGIE INDIVIDUALLY AND ON BEHALF OF OTHERS SIMILARLY SITUATED AS TO DEFENDANT AAF PLAYERS, LLC A DELAWARE LIMITED LIABILITY COMPANY, D/B/A THE ALLIANCE OF AMERICAN FOOTBALL DUNDON, THOMAS AN INDIVIDUAL EBERSOL, CHARLES "CHARLIE" AN INDIVIDUAL LEGENDARY FIELD EXHIBITIONS, LLC A DELAWARE LIMITED LIABILITY COMPANY AAF PROPERTIES, LLC A DELAWARE LIMITED LIABILITY COMPANY EBERSOL SPORTS MEDIA GROUP, INC. A DELAWARE CORPORATION DOES 1 TO 200 INCLUSIVE SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED CASE MANAGEMENT CONFERENCE SCHEDULED FOR SEP-11-2019 PROOF OF SERVICE DUE ON JUN-10-2019 CASE MANAGEMENT STATEMENT DUE ON AUG-19-2019 COMPLEX LITIGATION ASSIGNMENT REQUESTED BY FILING PARTIES; FEE INCLUDED IN FILING FEE	<a href="#">View</a>	\$1450.00

Showing 1 to 2 of 2 entries

Previous  Next

CASE NUMBER: CGC-19-575169 COLTON SCHMIDT ET AL VS. AAF PLAYERS, LLC ET AL

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: SEP-11-2019**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org) under Online Services.**

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

**ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.**

**(SEE LOCAL RULE 4)**

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at [www.sfsuperiorcourt.org/divisions/civil/dispute-resolution](http://www.sfsuperiorcourt.org/divisions/civil/dispute-resolution) or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator  
400 McAllister Street, Room 103-A  
San Francisco, CA 94102  
(415) 551-3869**

**See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan Farahi, Esq. (SBN 324316) Boris Treyzon, Esq. (SBN 188893) ABIR COHEN TREYZON SALO, LLP 1901 Avenue of the Stars, Suite 935, Los Angeles, CA 90067 TELEPHONE NO.: (424)-288-4367 FAX NO.: (424)-288-4368 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY  <b>FILED</b> San Francisco County Superior Court  APR 10 2019  CLERK OF THE COURT BY: <i>Helene John</i> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco CA 94102-4514 BRANCH NAME: Central		
CASE NAME: Schmidt, Northrup, et al. v. AAF Players, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 8
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 04-09-2019

Jonathan Farahi, Esq

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

BY FAX  
ONE LEGAL LLC

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use  
Judicial Council of California  
CM-010 (Rev. July 1, 2007)

## CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
Cal. Standards of Judicial Administration, std. 3.10  
www.courtinfo.ca.gov

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i>	Construction Defect (10)
	Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i>	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Asbestos Property Damage	Collection Case—Seller Plaintiff	<b>Enforcement of Judgment</b>
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Insurance Coverage <i>(not provisionally complex)</i> (18)	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Auto Subrogation	Confession of Judgment <i>(non-domestic relations)</i>
Medical Malpractice—Physicians & Surgeons	Other Coverage	Sister State Judgment
Other Professional Health Care Malpractice	Other Contract (37)	Administrative Agency Award <i>(not unpaid taxes)</i>
Other PI/PD/WD (23)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Other Contract Dispute	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint <i>(not specified above)</i> (42)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
<b>Non-PI/PD/WD (Other) Tort</b>	Writ of Possession of Real Property	Injunctive Relief Only <i>(non-harassment)</i>
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Quiet Title	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Defamation (e.g., slander, libel) (13)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Other Civil Complaint <i>(non-tort/non-complex)</i>
Fraud (16)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition <i>(not specified above)</i> (43)
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Civil Harassment
Other Professional Malpractice <i>(not medical or legal)</i>	<b>Judicial Review</b>	Workplace Violence
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
<b>Employment</b>	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SUM-100

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

AAF Players, LLC, a Delaware Limited Liability Company, d/b/a/ The Alliance of American Football.; See "Additional Parties Attachment."

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Colton Schmidt, individually and on behalf of others similarly situated;  
Reggie Northrup, individually and on behalf of others similarly situated,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco Superior Court  
400 Mcallister Street, San Francisco, CA 94102-4514

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jonathan Farahi, ABIR COHEN TREYZON SALO, 1901 Ave of the Stars, LA, CA 90067 (424)-288-4367

DATE:  
(Fecha) **APR 10 2019**

CLERK OF THE COURT  
(Secretario)

CAS 000-19-575169  
(Número de caso):

**KARLENE AROLONIO**, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

**BY FAX**  
**ONE LEGAL LLC**

SUM-200(A)

SHORT TITLE: Schmidt, Northrup, et al. v. AAF Players, et al.	CASE NUMBER <b>CGC-19-575169</b>
--	-------------------------------------

## INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

Thomas Dundon, an individual; Charles "Charlie" Ebersol, an individual; Legendary Field Exhibitions, LLC, a Delaware Limited Liability Company; AAF Properties, LLC, a Delaware Limited Liability Company; Ebersol Sports Media Group, Inc., a Delaware Corporation; and DOES 1 through 200, inclusive,

Page 1 of 1

Page 1 of 1



1 **ABIR COHEN TREYZON SALO, LLP**

2 Boris Treyzon, Esq. (SBN 188893)

3 Jonathon Farahi, Esq. (SBN 324316)-jfarahi@actslaw.com

4 1901 Avenue of the Stars, Suite 935

5 Los Angeles, CA 90067

6 Telephone: (424) 288-4367

7 Facsimile: (424) 288-4368

8 Attorneys for Colton Schmidt and Reggie Northrup

9 Attorneys for the Plaintiff Class

**FILED**

San Francisco County Superior Court

APR 10 2019

CLERK OF THE COURT

BY: Shelene Robino Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN FRANCISCO**

12 **UNLIMITED JURISDICTION**

13 Colton Schmidt, individually and on behalf of  
14 others similarly situated; Reggie Northrup,  
15 individually and on behalf of others similarly  
16 situated,

17 **Plaintiffs,**

18 **vs.**

19 AAF Players, LLC, a Delaware Limited  
20 Liability Company, d/b/a/ The Alliance of  
21 American Football.; Thomas Dundon, an  
22 individual; Charles "Charlie" Ebersol, an  
23 individual; Legendary Field Exhibitions, LLC,  
24 a Delaware Limited Liability Company; AAF  
25 Properties, LLC, a Delaware Limited Liability  
26 Company; Ebersol Sports Media Group, Inc.,  
27 a Delaware Corporation; and DOES 1 through  
28 200, inclusive,

**Defendants.**

Case No.

**CGC-19-575169**

**CLASS ACTION**  
**COMPLAINT FOR DAMAGES**

1. **BREACH OF CONTRACT**
2. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
3. **PROMISSORY ESTOPPEL**
4. **FAILURE TO PAY WAGES IN VIOLATION OF LABOR CODE § 201, ET SEQ.**
5. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**
6. **FRAUD**
7. **FALSE PROMISE**
8. **INDUCING BREACH OF CONTRACT**

**DEMAND FOR JURY TRIAL**

**BY FAX**  
**ONE LEGAL LLC**

**CLASS ACTION COMPLAINT FOR DAMAGES**

**PARTIES**

1. **Plaintiffs**

a. Plaintiff Colton Schmidt, (“Plaintiff Schmidt”) is, and at all relevant times has been, citizen and resident of the County of Los Angeles, State of California. Colton Schmidt was a player in a now-defunct football league commonly known as the Alliance of American Football (“AAF”) owned and operated by the Defendants herein. The AAF was only operated for eight weeks before Defendants announced league operations were indefinitely suspended. Plaintiff Colton Schmidt would not have played in the league, subjecting himself to serious risk of physical harm or damage to his health, and would not have foregone other financial opportunities and entered into contracts with the Defendants as described herein if Plaintiff knew the league was not financially viable from the outset, and that the intent of its main investor was to fraudulently, deceptively, and pretextually acquire underlying intellectual property and/or technology from the league and then cease league operations.

b. Plaintiff Reggie Northrup, (“Plaintiff Northrup”) is, and at all relevant times has been, a citizen and resident of the County of Orange, State of Florida. Reggie Northrup was a player in a now-defunct football league commonly known as the Alliance of American Football (“AAF”) owned and operated by the Defendants herein. The AAF was only operated for eight weeks before Defendants announced league operations were indefinitely suspended. Plaintiff Northrup would not have played in the league, subjecting himself to serious risk of physical harm or damage to his health, and would not have foregone other financial opportunities and entered into contracts with the



1 Defendants as described herein if Plaintiff knew the league was not financially  
2 viable from the outset, and that the intent of its main investor was to  
3 fraudulently, deceptively, and pretextually acquire underlying intellectual  
4 property and/or technology from the league and then cease league operations.

5 2. **Defendants**

- 6 a. AAF Players, LLC ("League") is, and at all times has been, a Delaware limited  
7 liability company with its principal place of business at 149 New Montgomery  
8 Street, San Francisco, California. This is the company which entered into the  
9 contract with Plaintiff.
- 10 b. Defendant Thomas Dundon ("Dundon") is, and at all relevant times has been,  
11 a citizen and resident of Dallas, Texas. Defendant Dundon is being sued in his  
12 individual capacity.
- 13 c. Defendant Charles "Charlie" Ebersol ("Ebersol") is, and at all relevant times  
14 has been, a citizen and resident of Los Angeles County, California. Defendant  
15 Ebersol is being sued in his individual capacity.
- 16 d. Defendant Legendary Field Exhibitions, LLC ("Legendary") is, and at all times  
17 has been, a Delaware company with its principal place of business at 149 New  
18 Montgomery Street, San Francisco, California. On information and belief, this  
19 is a holding company for the assets of the AAF that also serves as an operating  
20 entity for the AAF, its assets, and various subsidiaries.
- 21 e. Defendant AAF Properties, LLC ("Holding Company") is, and at all times has  
22 been, a Delaware company and has its principal place of business at 149 New  
23 Montgomery Street, San Francisco, California. On information and belief, this  
24 company holds certain AAF assets and serves as an operating entity for the  
25 AAF's gaming platform.
- 26 f. Defendant Ebersol Sports Media Group, Inc. is, and at all times has been, a  
27 Delaware company with its principal place of business at 10866 Wilshire  
28 Boulevard, Suite 300, Los Angeles, California. On information and belief,

1 Ebersol Sports Media Group is a predecessor entity to the AAF, and/or a  
2 holding company for Charlie Ebersol's ownership interest in Defendant  
3 Legendary Field Exhibitions, LLC.

4 3. Each defendant named herein, including DOES 1-200, acted as an agent, joint  
5 venturer, employee, associate, assign, partner, contractor, representative, or alter ego of or for the  
6 other Defendants regarding the acts, violations, and common course of conduct alleged herein.

7 4. Various persons, individuals, partnerships, corporations, businesses form  
8 unknown and associations, not named as defendants, have participated as co-conspirators in the  
9 violations alleged, and have performed acts and made statements in furtherance thereof.

10 5. Plaintiffs do not know the true names and capacities of the Defendants sued as  
11 Does 1 through 200, inclusive, and therefore sues those Defendants by fictitious names under  
12 California Code of Civil Procedure, section 474. Plaintiffs will amend this Complaint to state the  
13 true names and capacities of the fictitiously-named Defendants when those names are ascertained.  
14 Plaintiffs are informed and believe, and thereon allege, that each of the fictitiously-named  
15 Defendants is legally responsible for the events and damages alleged under the causes of action  
16 alleged.

17 6. Plaintiffs are informed and believe, and thereon allege, that each of the named and  
18 fictitious Defendants identified was the agent, joint venturer, employee, associate, assignee,  
19 assignor, partner, contractor, representative, or alter ego of one or more of the other Defendants  
20 and was acting in the course and scope of such agency, partnership, joint venture, association  
21 and/or employment when the acts causing the causes of action occurred.

22 **JURISDICTION AND VENUE**

23 7. Pursuant to California Code of Civil Procedure, section 382, Plaintiffs bring this  
24 case individually and as a class action on behalf of all persons who contracted with AAF Players,  
25 LLC or were involved with the Alliance of American Football as a player.

26 8. At all times, all Defendants and each of them purposely availed themselves of the  
27 benefits of the State of California by residing or doing business in California, thereby submitting  
28

1 to the jurisdiction of the courts of the State.

2 9. At all times, all Defendants and each of them maintained sufficient contacts with  
3 the State of California, by either residing in California or operating the football league's business  
4 and management functions in California, such that this Court's exercise of personal jurisdiction  
5 over the Defendants does not offend traditional notions of fair play and substantial justice.

6 10. This Court has jurisdiction over this controversy under Code of Civil Procedure,  
7 section 410.10 and the amount in controversy exceeds the \$25,000.00 minimum jurisdictional  
8 requirement of this Court, exclusive of costs and attorney's fees.

9 11. Venue as to each Defendant is proper in this judicial district, under California Code  
10 of Civil Procedure, section 395(a) and 395.5. Each Defendant either maintains an office, transacts  
11 business, has an agent, or is found in the City and County of San Francisco and is within the  
12 jurisdiction of this Court for service of process. The unlawful acts alleged directly affected citizens  
13 within the State of California, and more particularly, within the City and County of San Francisco.  
14 More particularly, the contracts were negotiated and entered into in part, in the State of California  
15 and, more particularly, within the City and County of San Francisco. A majority of the acts and  
16 decisions leading to and constituting the contract breaches and other wrongs alleged herein  
17 occurred in the City and County of San Francisco.

18 **CLASS ACTION ALLEGATIONS**

19 12. Plaintiffs sue on behalf of themselves and all others similarly situated, as a class  
20 action under California Code of Civil Procedure, section 382. The Class which Plaintiffs seek to  
21 represent comprises and is defined as all persons who contracted with AAF Players, LLC or  
22 were involved with the Alliance of American Football as a player. Specifically excluded from  
23 the Class are: the Defendants herein; officers, directors of Defendants; any entity in which any  
24 Defendant has a controlling interest; the affiliates, legal representatives, attorneys, heirs, or  
25 assigns of any Defendant; and any federal, state or local governmental entity, and any judge,  
26 justice, or judicial officers presiding over this matter and the Members of their immediate  
27  
28

1 families and judicial staffs.

2 13. This action has been brought and may properly be maintained as a class action,  
3 under California Code of Civil Procedure, section 382 because there is a well-defined  
4 community of interest in the litigation and the proposed class is easily ascertainable:

5 a. **Numerosity:** The Class is so numerous that the individual joinder of all  
6 members is impracticable under the circumstances. While the exact number  
7 of class members is unknown to Plaintiffs at this time, the class is believed to  
8 be more than sufficient to satisfy the numerosity requirement of this Court.  
9 AAF consisted of eight centrally-operated teams. All players of these teams  
10 are members of the Class. Given the number of Class Members, joinder of all  
11 Members of the Class is not practicable.

12 b. **Common Questions Predominate:** Common questions of law and fact exist  
13 as to all Members of the Class and predominate over questions which affect  
14 only individual Members of the class. These common questions of law and  
15 fact include, without limitation:

- 16 i. Whether Defendants breached their contracts with the respective  
17 Class Members;
- 18 ii. Whether Defendants breached the implied covenant of good faith and  
19 fair dealing;
- 20 iii. Whether Defendants may be prevented from repudiation of their  
21 agreements with the Class Members based on promissory estoppel;
- 22 iv. Whether Defendants breached California Labor Code, section 201, *et*  
23 *seq.*;
- 24 v. Whether Defendants violated California Business and Professions  
25  
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Code, section 17200;

vi. Whether the Defendants committed fraud;

vii. Whether the Defendants are liable for false promises made to Class Members;

viii. Whether Defendants are liable for intentional interference with the Class Members' existing contractual relations;

ix. Whether Defendants are liable for inducing breach of the Class Members' contracts with AAF Players, LLC;

x. The effect upon and the extent of injuries sustained by Members of the Class and the appropriate type and/or measure of damages;

xi. The appropriate nature of Class-wide equitable relief.

c. **Typicality:** Plaintiffs' claims are typical of the claims of the Members of the Plaintiff Class. Plaintiffs and all Members of the Class sustained injuries and damages arising out of Defendants' common course of conduct in violation of law as complained of herein. The injuries and damages of each member of the Class were caused directly by Defendants' wrongful conduct in violation of law as alleged herein.

d. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the Members of the Class. Plaintiffs reside in California or contracted with Defendant for a standard form contract to be performed, in whole or in part, in California. Plaintiffs are adequate representatives of the Class as they have no interests adverse to the interests of absent Class Members. Each representative was a contracted player in the AAF or contracted with the AAF Players, LLC. Plaintiffs have retained counsel with substantial

experience and success in the prosecution of complex actions and mass torts.

- e. **Superiority:** A class action is superior to other means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The damages suffered by each individual member are the same throughout. The expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

14. Plaintiffs are unaware of any difficulties likely to be encountered in the management of this action that would preclude its maintenance as a class action.

#### **GENERAL ALLEGATIONS**

15. As early as May, 2017, Charles "Charlie" Ebersol formed a joint venture or partnership agreement to launch the Alliance of American Football, a new professional football league.

16. On March 20, 2018, AAF CEO Charlie Ebersol publicly announced the creation of the AAF. Ebersol created the league intending to appear to potential AAF players as a legitimate league that would provide a potential path to a successful career as a future National

1 Football League player.

2 17. On March 20, 2018, AAF CEO Charlie Ebersol stated that all investors in the  
3 league understood that the league required patience and wisdom to succeed, "if you are not  
4 committed seven to ten years, you are not taking this seriously."

5 18. On March 20, 2018, AAF CEO Charlie Ebersol stated that the AAF wanted to find  
6 partners who understood that in order to build the league into a successful and viable business,  
7 long term and patient investment strategy was necessary. The AAF wanted investors committed  
8 to the long-term health of the league and wanted to present itself as stable and secure.

9 19. On March 20, 2018 AAF CEO Charlie Ebersol stated, "we are not reinventing  
10 football. We want to reinvent the experience . . . to a large degree what we think this is, is a very  
11 sober business model, long term plan that over the course of many years is going to build into  
12 something worthwhile. We are not trying to boil the entire ocean in the first day."

13 20. On information and belief, the AAF owns and centrally operates all eight AAF  
14 teams and employs each team's players, coaches, and staff. On further information and belief, the  
15 players are not represented by a players' union.

16 21. On July 24, 2018, the AAF announced that it was proud to have partnered with the  
17 legendary apparel brand, Starter, to be the official on field apparel and game day uniform supplier  
18 for all eight teams. This was to be a multi-year deal, clearly indicating that the AAF had  
19 aspirations and intentions to run for more than the eight weeks it was operated before it was  
20 shutdown.

21 22. On October 15, 2018, Reggie Northrup and Defendant AAF Players, LLC entered  
22 into a valid three-year term contract (the "Contract"). Reggie Northrup agreed to be bound by all  
23 terms and conditions set forth in the agreement. In consideration of the mutual promises, rights,  
24 obligations, terms and conditions, Defendant AAF Players, LLC agreed to pay Reggie Northrup  
25  
26  
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28

1 in ten equal payments:

- 2 a. \$70,000 in the league year of 2019;
- 3 b. \$80,000 in the league year of 2020; and
- 4 c. \$100,000 in the league year of 2021.

5 23. On January 8, 2019, Colton Schmidt and Defendant AAF Players, LLC entered  
6 into a valid three-year term contract (the "Contract"). Colton Schmidt agreed to be bound by all  
7 terms and conditions set forth in the agreement. In consideration of the mutual promises, rights,  
8 obligations, terms and conditions, Defendant AAF Players, LLC agreed to pay Colton Schmidt in  
9 ten equal payments:

- 11 a. \$70,000 in the league year of 2019;
- 12 b. \$80,000 in the league year of 2020; and
- 13 c. \$100,000 in the league year of 2021.

14 24. According to the terms of the Contract, Colton Schmidt, Reggie Northrup and  
15 Class Members were to "not play football or attempt to play any type of football for any team,  
16 league or association of teams other than the team to which Player is allocated by the Alliance,  
17 except with the prior written consent of the Alliance."  
18

19 25. Each player in the Class signed the exact same standard form contract as Reggie  
20 Northrup and Colton Schmidt. Each player owed Defendants the same significant, material  
21 conditions, covenants, and obligations under the terms of the Contract.  
22

23 26. Defendant owed each player in the class the significant, material conditions,  
24 covenants, and obligations under the terms of the Contract.

25 27. On information and belief, Plaintiffs and Class Members never received the  
26 Football Administration Manual referenced in the Contract. On further information and belief,  
27 Defendants never provided Plaintiffs and/or Class Members with the referenced Football  
28



1 Administration Manual. If Defendants' provide a copy of the Football Administration Manual and  
2 proof of service of the Football Administration Manual, Plaintiffs and Class Members will  
3 suspend litigation to follow the grievance procedures purportedly set forth in that manual.

4 28. On February 9, 2019, the Alliance debuted as the highest rated sports program in  
5 primetime on February 9, 2019, on CBS, with additional broadcast partnerships with the NFL  
6 Network and Turner Sports adding millions more viewers. Over 6 million people watched the  
7 Alliance in its inaugural weekend according to the representations of the AAF itself.

8 29. On information and belief, the AAF had an official policy that once the regular  
9 season began, players were to stay for the completion of the Alliance season. Players could not  
10 seek employment with any other leagues, including the National Football League.

11 30. On information and belief, on February 19, 2019, Defendant Dundon committed  
12 to providing the AAF a \$250 million-dollar line of credit to ensure league operations could  
13 continue. Because of this commitment, Dundon became chairman of the board and had full control  
14 of the league's future. This commitment was widely disseminated and endorsed by Dundon.

15 31. On information and belief, Defendant Dundon was not an initial investor in the  
16 AAF.

17 32. On information and belief, when Dundon became the AAF's chairman and its  
18 primary financial backer, he gained final decision-making authority on all league operations.

19 33. During an interview on February 19, 2019, post-investment, Defendant Dundon  
20 stated, "[t]here's a difference between commitments and funding. They had the commitments to  
21 last a long time, but maybe not the money in the bank. My money is in my bank. I'm sure of it.  
22 The amount of money they (AAF) needed for Thursday wasn't an amount of money that would  
23 have taken the league down. You could make me feel really good... but the truth is, they had other  
24 people, they were talking."  
25  
26  
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1           34. During that same interview on February 19, 2019, post-investment, Defendant  
2 Dundon assured many years of ongoing league operations when he said, “[the AAF] didn’t have  
3 a permanent solution like I provided. That’s enough money to run this league for a long time,  
4 we’re good for many years to come with what I just did.”

5           35. On February 19, 2019, Charlie Ebersol as the CEO and co-founder of the league,  
6 said the league was never in any serious financial jeopardy. Ebersol is quoted as saying in response  
7 to Defendant Dundon’s investment, “After that first week of games, we were at the height of our  
8 valuation and were able to dictate our future.”

9           36. On information and belief, Dundon purchased a majority stake in the AAF not for  
10 the underlying asset of a professional football league, but rather for its intellectual property.  
11 Specifically, Dundon sought ownership rights in Defendant Ebersol Sports Media and Defendant  
12 Legendary Field Exhibitions, LLC’s innovative gambling software application technology and its  
13 data.  
14

15           37. On information and belief, Dundon’s investment in the league was not for the  
16 benefit of the league itself or for profits he might have derived from the operation of the football  
17 league. The acquisition of the league through his investment was pretext: the true motivation of  
18 Defendant Dundon was to acquire the smartphone application intellectual property that could be  
19 used for gambling on player performance in fantasy football and real time proposition bets, all  
20 tied to player compensation based upon performance.  
21

22           38. On information and belief, Defendants are still developing and/or perfecting these  
23 technologies despite the cessation of league operations.  
24

25           39. On April 2, 2019, Defendant Dundon and Defendant AAF suspended operations  
26 of the Alliance of American Football effective immediately. The decision to suspend operations  
27 and discontinue games constituted both an anticipatory breach of the contract and a material  
28

1 breach of the contract.

2 40. On or around April 2, 2019, the AAF announced that its players were now free to  
3 pursue other playing opportunities, indicating the suspension of operations is permanent and  
4 league operations will not resume.

5 41. On April 2, 2019, Colton Schmidt, Reggie Northrup and Class Members had  
6 performed all significant, material conditions, covenants, and obligations owed to Defendant AAF  
7 Players, LLC under the terms of the Contract.  
8

9 42. On April 2, 2019, Colton Schmidt, Reggie Northrup and Class Members stood  
10 ready to perform every significant material condition, covenant, and obligation owed to Defendant  
11 AAF Players, LLC under the terms of the Contract for the remaining term.

12 43. All Class Members entered into the same standard form contract as Reggie  
13 Northrup and Colton Schmidt.  
14

15 44. All Defendants, and each of them, were beneficiaries of AAF Players, LLC's  
16 contracts with league players and staff. Defendants, and each of them, were all involved in  
17 cooperative and joint efforts for the operation and management of AAF.

18 45. On April 2, 2019, Colton Schmidt, Reggie Northrup and Class Members' Contract  
19 had not been voided, canceled, or terminated by the Defendants.

20 46. On April 2, 2019, Defendants were not excused in any way from performing every  
21 significant material condition, covenant, and obligated owed to Plaintiffs and Class Members.  
22

23 ///

24 ///

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28

**LIABILITY**

**FIRST CAUSE OF ACTION**

**BREACH OF CONTRACT**

**(Against Defendant AAF Players, LLC)**

47. Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

48. Plaintiffs and Defendant AAF Players, LLC, entered into a Contract. The Standard Player Agreement, referenced herein as the Contract, was a valid, enforceable contract between Plaintiffs and Defendant AAF Players, LLC, whereby Defendant AAF Players, LLC agreed to pay Plaintiffs certain sums of money for a term of three years and Plaintiffs promised to be bound by all terms and conditions set forth in the Contract.

49. Class Members each entered into the same exact standard form Contract.

50. Plaintiffs and Class Members have substantially performed and stand ready to continue to perform every significant material condition, covenant, and obligation owed to Defendant under the terms of the Contract.

51. Defendant has materially breached the Contract, by among other things, failing and refusing to pay Plaintiffs the annual base compensation in the amounts stated in the Contract. Defendant has clearly and positively indicated, by words and/or conduct, that it will not and cannot meet the Contract requirements.

52. Defendant's breach directly and proximately caused a reasonably foreseeable injury to Plaintiffs and the Class. All parties knew or could reasonably have foreseen that the harm to Plaintiffs was likely to occur in the ordinary course of events because of the breach of the Contract.

53. As a direct and proximate result of Defendant's breach of the Contract, Plaintiffs and the Class suffered damages as described above, and in an amount according to proof.

54. Plaintiffs further seek recovery of all other incidental, consequential, or compensatory damages arising from the breach of contract in an amount to be proven.

55. Under California Civil Code, section 3287, Plaintiffs and the Class seek pre-judgment interest at the maximum legal rate, from the date of breach until trial.

## **SECOND CAUSE OF ACTION**

### **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

**(Against Defendant AAF Players, LLC, and Does 1-200)**

56. Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

57. Plaintiffs and Defendant entered into the Contract in December 2018 and January 2019. The Standard Player Agreement formed a valid, enforceable contract between Plaintiffs and Defendant AAF Players, LLC whereby Defendant agreed to pay Plaintiffs certain sums of money for a term of three years and Plaintiffs promised to be bound by all terms and conditions set forth in the Contract.

58. Each Class Member entered into the same standard form Contract.

59. Plaintiffs and Class Members have substantially performed and stand ready to continue to perform every significant material condition, covenant, and obligation owed to Defendant under the terms of the contract.

60. Each party to the Contract owed the other party an obligation to deal fairly and in good faith with each other. Defendant AAF Players, LLC unfairly interfered with Plaintiffs' rights to receive the conditions, covenants, and obligations owed to them by Defendant AAF Players, LLC under the terms of the Contract.

61. Defendant's bad faith directly and proximately caused a reasonably foreseeable injury to Plaintiffs and the Class. As a direct and proximate result of Defendant's bad faith, Plaintiffs have suffered damages as described above and, in an amount, according to proof.

1           62.     Plaintiffs and the Class further seek recovery of all other incidental, consequential,  
2 or compensatory damages arising from the breach of contract in an amount to be proven.

3           63.     Under California Civil Code, section 3287, Plaintiffs and the Class seek pre-  
4 judgment interest at the maximum legal rate, from breach until trial.

5                                   **THIRD CAUSE OF ACTION**

6                                   **PROMISSORY ESTOPPEL**

7                                   **(Against all Defendants, and Does 1-200)**

8           64.     Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

9           65.     Defendants made promises which Defendants should have reasonably expected  
10 would induce Plaintiffs and Class Members to make a substantial change of position, by act and  
11 forbearance.

12           66.     Plaintiffs and each Class member made a justified substantial change of position,  
13 by act and forbearance as a direct, proximate result of Defendants' promise.

14           67.     Injustice can only be avoided if Defendants are forced to perform all the  
15 conditions, covenants, and obligations owed to Plaintiffs and Class Members.

16           68.     Defendants' promises proximately caused a reasonably foreseeable injury to  
17 Plaintiffs and each Class member.

18           69.     As a direct and proximate result of Defendants' promises, Plaintiffs and Class  
19 Members have suffered damages as described above and, in an amount, according to proof.

20                                   **FOURTH CAUSE OF ACTION**

21                                   **FAILURE TO PAY WAGES IN VIOLATION OF LABOR CODE § 201, et seq.**

22                                   **(Against Defendant AAF Players, LLC, Ehersol, and Dundon, and Does 1-200)**

23           70.     Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

24           71.     Section 201 of the California Labor Code requires Defendant AAF Players, LLC  
25  
26  
27  
28

1 to pay Plaintiffs and Class Members any earned wages, including reimbursable expenses, within  
2 72 hours of the cessation of Plaintiffs' employment.

3 72. Section 203 of the California Labor Code provides that if an employer willfully  
4 fails to timely pay such wages in accordance with the provisions of section 201, the employer  
5 must continue to pay the discharged employee's wages until the back wages are paid in full or an  
6 action to recover those wages is commenced, up to a period not to exceed 30 days as a penalty.  
7

8 73. To date, Defendants have failed to pay Plaintiffs and Class Members earned  
9 monies due under the agreed upon terms of the Contract between Plaintiffs, Class Members, and  
10 Defendants. Defendants' failure to pay Plaintiffs and Class Members was and continues to be  
11 willful.

12 74. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have  
13 suffered economic damages in an amount to be proven.  
14

15 75. As a further and proximate result of Defendant's conduct, Plaintiffs may have the  
16 penalties provided for by California Labor Code, section 203.

17 76. As a direct and proximate result of Defendants' unlawful conduct and Labor Code  
18 violations, Plaintiffs and Class Members may recover attorneys' fees under California Labor  
19 Code, section 218.5.  
20

### 21 **FIFTH CAUSE OF ACTION**

#### 22 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *et seq.***

#### 23 **(Against Defendant AAF Players, LLC, and Does 1-200)**

24 77. Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

25 78. Failing to pay Plaintiffs and Class Members all wages due constitutes an unlawful,  
26 unfair or fraudulent business act or practice, in violation of the California Unfair Competition  
27 Law provided by the California Business and Professions Code, section 17200.  
28

1           79. Orders for payment of wages unlawfully withheld from an employee are a  
2       restitutionary remedy authorized by the Business and Professions Code, section 17203.

3           80. Plaintiffs and Class Members may have restitution of all such unpaid amounts and  
4       reasonable attorneys' fees, in an amount according to proof at time of trial because Plaintiffs and  
5       Class Members are former employees from whom wages were unlawfully withheld.

6  
7                                   **SIXTH CAUSE OF ACTION**

8                                   **FRAUD**

9                                   **(Against all Defendants, and Does 1-200)**

10          81. Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

11          82. Defendants concealed and suppressed a material fact about their intentions for  
12       the long-term viability of the Alliance of American Football.

13          83. Defendants had to disclose the fact to Plaintiffs and Class Members as an  
14       incident of the relationship between Defendants, Plaintiffs, and Class Members. Defendants'  
15       silence was wrongful. Once Defendants spoke about the long-term viability of the league,  
16       Defendants were obligated to make a full and fair disclosure.

17          84. Defendants intentionally concealed or suppressed their disregard for the long-  
18       term viability of the league intending to defraud Plaintiffs and Class Members and intended to  
19       conceal the fact that the league was insolvent. Instead, Defendants represented that league has  
20       obtained enough funding for years of operations.

21          85. Plaintiffs were unaware of the fact and would not have acted as they did if they  
22       had known of the concealed or suppressed fact. The concealed facts were material in that a  
23       reasonable person in Plaintiffs' position would have found it important in determining how he  
24       would have acted. Plaintiffs acted reasonably in relying on Defendants' misrepresentations.

25          86. Plaintiffs Colton Schmidt, Reggie Northrup and Class Members would not have  
26  
27  
28



1 played in the league, subjecting themselves to serious risk of physical harm or damage to their  
 2 health, and would not have foregone other financial opportunities and entered into contracts with  
 3 the Defendants as described herein if Plaintiffs knew the league was not financially viable from  
 4 the outset, and that the intent of its main investor was to fraudulently, deceptively, and pretextually  
 5 acquire underlying intellectual property and/or technology from the league and then cease league  
 6 operations.

7 87. On information and belief, payment was due to Plaintiffs and each Class Members  
 8 after each game. On further information and belief, Defendants failed to pay Plaintiffs and the  
 9 respective Class Members after the initial game.

10 88. On further information and belief, Plaintiffs and each Class Member continued to  
 11 subject themselves to serious risk of physical harm or damage to their health and continued to  
 12 forego other financial opportunities based on Defendant Dundon and Defendant Ebersol's  
 13 statements and financial commitment to the league.

14 89. As a direct and proximate result of Defendant's misrepresentations, Plaintiffs and  
 15 Class Members have suffered damages as described above and, in an amount, according to proof.

16 90. As a direct and proximate result of Defendant's misrepresentations, Plaintiffs and  
 17 Class Members pray for punitive damages, in an amount, according to proof.

#### 18 **SEVENTH CAUSE OF ACTION**

#### 19 **FALSE PROMISE**

20 **(Against all Defendants, and Does 1-200)**

21 91. Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

22 92. Defendants made promises to Plaintiffs and Class Members regarding the long-  
 23 term longevity and health of the league. Defendants did not intend to perform the promises made  
 24 when they made the promises.

25 93. Defendants intended that Plaintiffs and Class Members rely on their promises.  
 26 Plaintiffs and Class Members reasonably relied on Defendants' promises.  
 27  
 28

1 94. Defendants did not perform the promised acts.

2 95. Plaintiffs and Class Members were harmed and Plaintiffs' and Class Members'  
3 reliance on Defendants' promises substantially caused Plaintiffs' and Class Members' harm.

4 96. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and  
5 Class Members have suffered damages in an amount to be proven.

6 **EIGHTH CAUSE OF ACTION**

7 **INDUCING BREACH OF CONTRACT**

8  
9 **(Against Defendants Dundon, Legendary Field Exhibitions LLC, Ebersol Sports Media**  
10 **Group, Inc., AAF Properties, LLC, and Does 1-200)**

11 97. Plaintiffs incorporate by reference all other paragraphs as if set forth herein.

12 98. Plaintiffs and Defendant AAF Players, LLC entered into a contract. The Standard  
13 Player Agreement formed a valid, enforceable contract between Plaintiffs and Defendants  
14 whereby Defendants agreed to pay Plaintiffs certain sums of money for a term of three years and  
15 Plaintiffs promised to be bound by all terms set forth in the Contract.

16  
17 99. Defendants knew of the valid contract between Plaintiffs and Defendant AAF  
18 Players, LLC.

19 100. Player Class Members all entered into the same Contract.

20 101. Defendants intended to cause AAF Players, LLC to breach the Contract between  
21 Plaintiffs, Class Members, and Defendant AAF Players, LLC.

22 102. Defendants caused AAF Players, LLC to breach the Contract between Plaintiffs,  
23 Class Members, and Defendant AAF Players, LLC.

24 103. Defendants' acts harmed Plaintiffs and Class Members, and Defendants' conduct  
25 substantially caused Plaintiffs' and Class Members' harm.

26  
27 104. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and  
28

1 Class Members have suffered damages in an amount to be proven at trial.

2 **DAMAGES**

3 Plaintiffs and Class Members incorporate by reference as if set forth herein every  
4 allegation in the Complaint.

5 As a direct and proximate result of the acts and omissions of the Defendants alleged  
6 herein, Plaintiffs and Class Members were injured and damaged. The injuries and damages for  
7 which Plaintiffs and Class Members seek compensation from the Defendants include, but are not  
8 limited to:

- 9 a. Compensatory damages according to proof
- 10 b. Physical pain and suffering of a past, present, and future nature;
- 11 c. Emotional pain and suffering of a past, present and future nature;
- 12 d. Medical bills and expenses of a past, present and future nature
- 13 e. Loss of earnings;
- 14 f. Loss of earning capacity;
- 15 g. Pre-and-post-judgement interest;
- 16 h. Statutory and discretionary costs; and,
- 17 i. All such further relief, both general and specific, to which they may be  
18 entitled to.

19 **PRAYER FOR RELIEF**

20 Plaintiffs incorporate by reference as if fully set forth each allegation in the Complaint.

21 WHEREFORE, Plaintiffs and Class Members pray for damages and other judicial relief:

- 22 1. That the Court determine this action may be maintained as a class action;
- 23 2. That Plaintiffs and each and every member of the Class recover threefold the  
24 damages determined to have been sustained by them, and that joint and several  
25 judgments for Plaintiffs and every member of the Class, respectively, be entered  
26 against Defendants and each of them;
- 27 3. For general damages according to proof during trial;

4. For special damages according to proof during trial;
5. For prejudgment and post-judgment interest according to any provision of law, and according to proof;
6. For costs of suit and reasonable attorneys' fees as provided by law, including, but not limited to attorneys' fees under California Labor Code, section 218;
7. For punitive damages as provided by law;
8. Restitutionary remedies authorized by the Business and Professions Code, section 17203; and
9. For such other and further relief as the court deems proper.

Dated: April 10, 2019

Respectfully submitted,

**ABIR COHEN TREYZON SALO, LLP**

By: 

Boris Treyzon, Esq.  
Jonathon Farahi, Esq.  
Attorneys for Plaintiffs and Proposed  
Plaintiff Class

///

///

///

**DEMAND FOR JURY TRIAL**

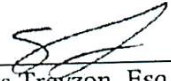
Plaintiffs, on their own behalf and on behalf of all others similarly situated, respectfully demand a jury trial.

Dated: April 10, 2019

Respectfully submitted,

**ABIR COHEN TREYZON SALO, LLP**

By:

  
Boris Treyzon, Esq.  
Jonathon Farahi, Esq.  
Attorneys for Plaintiffs and Proposed  
Plaintiff Class

22  
CLASS ACTION COMPLAINT FOR DAMAGES

# **EXHIBIT B**



CASE NUMBER: CGC-19-575169 COLTON SCHMIDT ET AL VS. AAF PLAYERS, LLC ET AL

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: SEP-11-2019**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org) under Online Services.**

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

**ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.**

**(SEE LOCAL RULE 4)**

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at [www.sfsuperiorcourt.org/divisions/civil/dispute-resolution](http://www.sfsuperiorcourt.org/divisions/civil/dispute-resolution) or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator  
400 McAllister Street, Room 103-A  
San Francisco, CA 94102  
(415) 551-3869**

**See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.**

# EXHIBIT C



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

COLTON SCHMIDT et al

PLAINTIFF (S)

VS.

AAF PLAYERS, LLC et al

DEFENDANT (S)

**Department 304**

**NO. CGC-19-575169**

**Order Denying Complex  
Designation For Failure to File  
Application Requesting  
Designation**

ATTENTION ALL COUNSEL AND SELF-REPRESENTED PARTIES:

Complex Designation is DENIED without prejudice. The Application for Approval of Complex Designation has not been filed and provided to Department 304 pursuant to San Francisco Superior Court Local Rule 3.5.

Pursuant to Government Code §70616, et seq., parties who do not plan to file an Application for Complex Designation may seek a refund of any complex litigation fees that they have paid.

IT IS SO ORDERED.

DATED: MAY-14-2019

Anne-Christine Massullo

JUDGE

CERTIFICATE OF SERVICE BY MAIL

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on MAY-14-2019 I served the attached Order Denying Complex Designation For Failure to File Application Requesting Designation by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : MAY-14-2019

By: MARIA OLOPERNES

BORIS TREYZON (188893)  
ABIR COHEN TREYZON SALO, LLP  
1901 AVENUE OF THE STARS  
SUITE 935  
LOS ANGELES, CA 90067

# EXHIBIT D

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) 188893 Boris Treyzon, Esq. Jonathon Farahi, Esq. (SBN 324316) Abir Cohen Treyzon Salo, LLP 1901 Avenue of the Stars, Ste 935, Los Angeles, California 90067 TELEPHONE NO.: (424) 288-4367 FAX NO. (Optional): (424) 288-4368 E-MAIL ADDRESS (Optional): jfarahi@actslaw.com ATTORNEY FOR (Name): Plaintiffs Colton Schmidt, et al.	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Francisco  <b>05/29/2019</b> <b>Clerk of the Court</b> BY: YOLANDA TABO-RAMIREZ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 Mcallister Street MAILING ADDRESS: Same as above CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Central	
PLAINTIFF/PETITIONER: Colton Schmidt, et al.  DEFENDANT/RESPONDENT: AAF Players, LLC, et al.	
<b>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</b>	CASE NUMBER: CGC-19-575169

TO (insert name of party being served): Defendant Thomas Dundon, c/o Bell Nunnally &amp; Martin, LLP

<p style="text-align: center;"><b>NOTICE</b></p> <p>The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.</p> <p>If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.</p>
---

Date of mailing: Date of e-mailing: May 7, 2019

Elizabeth Isusquiza

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

**ACKNOWLEDGMENT OF RECEIPT**

This acknowledges receipt of (to be completed by sender before mailing):

- ☒ A copy of the summons and of the complaint.
- ☐ Other (specify):

(To be completed by recipient):

Date this form is signed: May 24, 2019

Alana Ackels on behalf of Thomas Dundon

 (TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,  
ON WHOSE BEHALF THIS FORM IS SIGNED)



 (SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

**CIVIL COVER SHEET**

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Colton Schmidt, individually and on behalf of others similarly situated; Reggie Northrup, individually and on behalf of others similarly situated,

(b) County of Residence of First Listed Plaintiff Los Angeles  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Boris Treyzon, Jonathan Farahi; Abir Cohen Treyzon Salo, LLP, 1901 Avenue of the Stars, Suite 935, Los Angeles, CA, 90067; Tel: (424) 288-4367

**DEFENDANTS**

SEE ATTACHED ADDENDUM

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Leila Narvid, Jason I. Bluver Payne & Fears LLP, 235 Pine Street, Suite 1175, San Francisco, CA 94101; Tel: (415) 738-6850; and Alana K. Ackels, (pro hac vice to be filed) Jeffrey S. Lowenstein and Brent D. Hockaday, Bell Nunnally & Martin LLP, 2323 Ross Avenue, Suite 1900, Dallas, TX 75201; Tel: (214) 740-1400

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question  
(U.S. Government Not a Party)
- 2 U.S. Government Defendant ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	1	Incorporated or Principal Place of Business In This State	4	4
Citizen of Another State	2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	5	5
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	<b>PERSONAL INJURY</b>	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
120 Marine	310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability	<b>LABOR</b>	<b>PROPERTY RIGHTS</b>	400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	710 Fair Labor Standards Act	820 Copyrights	410 Antitrust
150 Recovery of Overpayment Of Veteran's Benefits	330 Federal Employers' Liability	720 Labor/Management Relations	830 Patent	430 Banks and Banking
151 Medicare Act	340 Marine	740 Railway Labor Act	835 Patent—Abbreviated New Drug Application	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	751 Family and Medical Leave Act	840 Trademark	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	790 Other Labor Litigation	<b>SOCIAL SECURITY</b>	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	791 Employee Retirement Income Security Act	861 HIA (1395ff)	480 Consumer Credit
<input checked="" type="checkbox"/> 190 Other Contract	360 Other Personal Injury	<b>IMMIGRATION</b>	862 Black Lung (923)	490 Cable/Sat TV
195 Contract Product Liability	362 Personal Injury -Medical Malpractice	462 Naturalization Application	863 DIWC/DIWW (405(g))	850 Securities/Commodities/Exchange
196 Franchise	<b>CIVIL RIGHTS</b>	465 Other Immigration Actions	864 SSID Title XVI	890 Other Statutory Actions
<b>REAL PROPERTY</b>	<b>PRISONER PETITIONS</b>		865 RSI (405(g))	891 Agricultural Acts
210 Land Condemnation	440 Other Civil Rights		<b>FEDERAL TAX SUITS</b>	893 Environmental Matters
220 Foreclosure	441 Voting		870 Taxes (U.S. Plaintiff or Defendant)	895 Freedom of Information Act
230 Rent Lease & Ejectment	442 Employment		871 IRS—Third Party 26 USC § 7609	896 Arbitration
240 Torts to Land	443 Housing/Accommodations			899 Administrative Procedure Act/Review or Appeal of Agency Decision
245 Tort Product Liability	445 Amer. w/Disabilities—Employment			950 Constitutionality of State Statutes
290 All Other Real Property	446 Amer. w/Disabilities—Other			
	448 Education			
	<b>HABEAS CORPUS</b>			
	463 Alien Detainee			
	510 Motions to Vacate Sentence			
	530 General			
	535 Death Penalty			
	<b>OTHER</b>			
	540 Mandamus & Other			
	550 Civil Rights			
	555 Prison Condition			
	560 Civil Detainee—Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding ☒ 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation—Transfer 8 Multidistrict Litigation—Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. §§ 1332(a), 1441, 1446, 1453 and 1711-1715; 28 U.S.C. §§ 1334, 1452

Brief description of cause:  
Breach of Contract

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes No

**VIII. RELATED CASE(S), IF ANY** (See instructions):

JUDGE Chief United States Bankruptcy Judge, Craig A. Gargotta DOCKET NUMBER See attached.

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only) ☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA-MCKINLEYVILLE

DATE 06/24/2019

SIGNATURE OF ATTORNEY OF RECORD

CASE NO. 3:19-cv-3666

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44**

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)."
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. **Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."

**Date and Attorney Signature.** Date and sign the civil cover sheet.

**Colton Schmidt v. AAF Players, LLC, et al.**  
**San Francisco County Superior Court Case No. CGC-19-575169**  
**United States District Court, Northern District Case No. 3:19-cv-3666**

**ADDENDUM TO CIVIL COVER SHEET**

**Defendants**

AAF Players, LLC, a Delaware Limited Liability Company, d/b/a/ The Alliance of American Football; Thomas Dundon, an individual; Charles “Charlie” Ebersol, an individual; Legendary Field Exhibitions, LLC, A Delaware Limited Liability Company; AAF Properties, LLC, a Delaware Limited Liability Company; Ebersol Sports Media Group, Inc., a Delaware Corporation; and Does 1 through 200, inclusive

4852-6129-4234.1



**PROOF OF SERVICE**

***Colton Schmidt, etc., et al. v. AAF Players, LLC, etc., et al.***  
**United States District Court, Northern District Case No. 3:19-cv-3666**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Orange, State of California. My business address is Jamboree Center, 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On June 24, 2019, I served true copies of the following document(s) described as **CIVIL COVER SHEET** on the interested parties in this action as follows:

Boris Treyzon, Esq.  
Jonathon Farahi, Esq.  
ABIR COHEN TREYZON SALO, LLP  
1901 Avenue of the Stars, Suite 935  
Los Angeles, CA 90067  
Tel: (424) 288-4367  
Fax: (424) 288-4368  
E-Mail: [btreyzon@actslaw.com](mailto:btreyzon@actslaw.com)  
[jfarajo@actslaw.com](mailto:jfarajo@actslaw.com)

Attorneys for Plaintiff STEVE  
ENRIQUEZ

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Payne & Fears LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 24, 2019, at Irvine, California.



Terri M. Shaw

**PAYNE & FEARS LLP**  
ATTORNEYS AT LAW  
JAMBOREE CENTER, 4 PARK PLAZA, SUITE 1100  
IRVINE, CALIFORNIA 92614  
(949) 851-1100



1 Leila Narvid, Bar No. 229402  
ln@paynefears.com  
2 Jason I. Bluver, Bar No. 281784  
jib@paynefears.com  
3 PAYNE & FEARS LLP  
235 Pine Street, Suite 1175  
4 San Francisco, California 94104  
Telephone: (415) 738-6850  
5 Facsimile: (415) 738-6855  
--- and ---

6 Alana K. Ackels, (*pro hac vice pending*)  
aackels@bellnunnally.com  
7 Brent A. Turman, (*pro hac vice pending*)  
bturman@bellnunnally.com  
8 BELL NUNNALLY & MARTIN  
2323 Ross Avenue, Suite 1900  
9 Dallas, Texas 75201  
Telephone: (223) 740-1400  
10 Facsimile: (223) 740-1499

11 Attorneys for Defendant THOMAS DUNDON

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14

15 COLTON SCHMIDT, individually and on  
behalf of others similarly situated; REGGIE  
16 NORTHRUP, individually and on behalf of  
others similarly situated,

17 Plaintiffs,

18 v.

19 AAF PLAYERS, LLC, a Delaware Limited  
20 Liability Company, d/b/a/ The Alliance of  
American Football; THOMAS DUNDON, an  
21 individual; CHARLES "CHARLIE"  
EBERSOL, an individual; LEGENDARY  
22 FIELD EXHIBITIONS, LLC, a Delaware  
Limited Liability Company; AAF  
23 PROPERTIES, LLC, a Delaware Limited  
Liability Company; EBERSOL SPORTS  
24 MEDIA GROUP, INC., a Delaware  
Corporation; and DOES 1 through 200,  
25 inclusive,

26 Defendants.  
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Case No. 3:19-cv-3666

[San Francisco County Superior Court Case  
No. CGC-19-575169]

**CERTIFICATION OF INTERESTED  
PARTIES L.R. 3-15**

1 TO THE UNITED STATES DISTRICT COURT AND TO ALL PARTIES PURSUANT  
2 TO LOCAL RULE 3-15:

3  
4 Pursuant to Civil Local Rule 3-15, the undersigned, counsel of record for Defendant  
5 THOMAS DUNDON (“Defendant”), certifies that the following listed parties may have a (i) a  
6 financial interest of any kind in the subject matter in controversy or in a party to the proceeding; or  
7 (ii) any other kind of interest that could be substantially affected by the outcome of the  
8 proceeding. These representations are made to enable the Court to evaluate possible  
9 disqualification or recusal pursuant to Federal Rules of Civil Procedure Rule 7.1 and this Court’s  
10 Local Rule 3-15:

- 11
- 12 1. AAF Players, LLC
- 13 2. Thomas Dundon
- 14 3. Charles “Charlie” Ebersol
- 15 4. Legendary Field Exhibitions, LLC
- 16 5. AAF Properties, LLC
- 17 6. Ebersol Sports Media Group, Inc.

18  
19 DATED: June 24, 2019

PAYNE & FEARS LLP  
Attorneys at Law

20  
21 By: /s/ Leila Narvid

22 LEILA NARVID  
23 Jason I. Bluver

24 Attorneys for Defendant THOMAS DUNDON  
25  
26  
27  
28

PAYNE & FEARS LLP

ATTORNEYS AT LAW  
235 PINE STREET, SUITE 1175  
SAN FRANCISCO, CALIFORNIA 94104  
(415) 738-6850

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DATED: June 24, 2019

BELL NUNNALLY & MARTIN  
Attorneys at Law

By:                     /s/ Alana K. Ackels                      
ALANA K. ACKELS  
BRENT A. TURMAN

Attorneys for Defendant THOMAS DUNDON

**PROOF OF SERVICE**

***Colton Schmidt, etc., et al. v. AAF Players, LLC, etc., et al.***  
**United States District Court, Northern District Case No. 3:19-cv-3666**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Orange, State of California. My business address is Jamboree Center, 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On June 24, 2019, I served true copies of the following document(s) described as **CERTIFICATION OF INTERESTED PARTIES L.R. 3-15** on the interested parties in this action as follows:

Boris Treyzon, Esq.  
Jonathon Farahi, Esq.  
ABIR COHEN TREYZON SALO, LLP  
1901 Avenue of the Stars, Suite 935  
Los Angeles, CA 90067  
Tel: (424) 288-4367  
Fax: (424) 288-4368  
E-Mail: [btreyzon@actslaw.com](mailto:btreyzon@actslaw.com)  
[jfarajo@actslaw.com](mailto:jfarajo@actslaw.com)

Attorneys for Plaintiff STEVE  
ENRIQUEZ

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Payne & Fears LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 24, 2019, at Irvine, California.

/s/ Terri M. Shaw  
\_\_\_\_\_  
Terri M. Shaw

PAYNE & FEARS LLP  
ATTORNEYS AT LAW  
JAMBOREE CENTER, 4 PARK PLAZA, SUITE 1100  
IRVINE, CALIFORNIA 92614  
(949) 851-1100

1 Leila Narvid, Bar No. 229402  
ln@paynefears.com  
2 Jason I. Bluver, Bar No. 281784  
jib@paynefears.com  
3 PAYNE & FEARS LLP  
235 Pine Street, Suite 1175  
4 San Francisco, California 94104  
Telephone: (415) 738-6850  
5 Facsimile: (415) 738-6855  
--- and ---

6 Alana K. Ackels, (*pro hac vice pending*)  
aackels@bellnunnally.com  
7 Brent A. Turman, (*pro hac vice pending*)  
bturman@bellnunnally.com  
8 BELL NUNNALLY & MARTIN  
2323 Ross Avenue, Suite 1900  
9 Dallas, Texas 75201  
Telephone: (223) 740-1400  
10 Facsimile: (223) 740-1499

11 Attorneys for Defendant THOMAS DUNDON

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14

15 COLTON SCHMIDT, individually and on  
behalf of others similarly situated; REGGIE  
16 NORTHRUP, individually and on behalf of  
others similarly situated,

17 Plaintiffs,

18 v.

19 AAF PLAYERS, LLC, a Delaware Limited  
20 Liability Company, d/b/a/ The Alliance of  
American Football; THOMAS DUNDON, an  
21 individual; CHARLES "CHARLIE"  
EBERSOL, an individual; LEGENDARY  
22 FIELD EXHIBITIONS, LLC, a Delaware  
Limited Liability Company; AAF  
23 PROPERTIES, LLC, a Delaware Limited  
Liability Company; EBERSOL SPORTS  
24 MEDIA GROUP, INC., a Delaware  
Corporation; and DOES 1 through 200,  
25 inclusive,

26 Defendants.  
27  
28

Case No. 3:19-cv-3666

[San Francisco County Superior Court Case  
No. CGC-19-575169]

**DECLARATION OF LEILA NARVID IN  
SUPPORT OF DEFENDANT'S PETITION  
AND NOTICE OF REMOVAL OF CIVIL  
ACTION UNDER 28 U.S.C. §§ 1332, 1441,  
1446, 1453, 1711; and 28 U.S.C. §§ 1334,  
1452**

**DECLARATION OF LEILA NARVID**

I, Leila Narvid, hereby declare and state as follows:

1. I am an attorney at law, duly licensed to practice before all courts in the State of California and the Northern District of California. I am a partner with the law firm of Payne & Fears LLP, attorneys of record for Defendant Thomas Dundon (“Defendant”).

2. I make this declaration in support of Defendant Thomas Dundon’s Petition and Notice of Removal of Civil Action Under 28 U.S.C. §§ 1332, 1441, 1446, 1453, 1711; and 28 U.S.C. §§ 1334, 1452. I am familiar with the facts and proceedings of this case and would testify competently from my personal knowledge if called to testify and sworn as a witness.

3. On or about April 10, 2019, Plaintiffs filed an action titled “*Colton Schmidt, individually and on behalf of others similarly situated; Reggie Northrup, individually and on behalf of others similarly situated v. AAF Players, LLC, a Delaware Limited Liability Company, d/b/a/ The Alliance of American Football; Thomas Dundon, an individual; Charles “Charlie” Ebersol, an individual; Legendary Field Exhibitions, LLC, A Delaware Limited Liability Company; AAF Properties, LLC, a Delaware Limited Liability Company; Ebersol Sports Media Group, Inc., a Delaware Corporation; and Does 1 through 200, inclusive,*” in the Superior Court of the State of California, County of San Francisco, Case No. CGC-19-575169 (the “State Court Action”). A true and correct copy of the original Complaint, Summons, and Civil Case Cover Sheet that were filed is attached to the Notice of Removal, filed concurrently herewith, as **Exhibit “A”** as part of the Index of Exhibits.

4. Defendant Dundon was served with a copy of Plaintiff’s Complaint and Summons on May 24, 2019.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed in San Francisco, California on June 24, 2019.

-3-

---

DECLARATION OF LEILA NARVID IN SUPPORT OF DEFENDANT'S PETITION AND NOTICE OF  
REMOVAL OF CIVIL ACTION

**PROOF OF SERVICE**

***Colton Schmidt, etc., et al. v. AAF Players, LLC, etc., et al.***  
**United States District Court, Northern District Case No. 3:19-cv-3666**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Orange, State of California. My business address is Jamboree Center, 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On June 24, 2019, I served true copies of the following document(s) described as **DECLARATION OF LEILA NARVID IN SUPPORT OF DEFENDANT'S PETITION AND NOTICE OF REMOVAL OF CIVIL ACTION UNDER 28 U.S.C., §§ 1332, 1441, 1446, 1543, 1711, ET SEQ.; AND 28 U.S.C. §§ 1334, 1452** on the interested parties in this action as follows:

Boris Treyzon, Esq.  
Jonathon Farahi, Esq.  
ABIR COHEN TREYZON SALO, LLP  
1901 Avenue of the Stars, Suite 935  
Los Angeles, CA 90067  
Tel: (424) 288-4367  
Fax: (424) 288-4368  
E-Mail: [btreyzon@actslaw.com](mailto:btreyzon@actslaw.com)  
[jfarajo@actslaw.com](mailto:jfarajo@actslaw.com)

Attorneys for Plaintiff STEVE  
ENRIQUEZ

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Payne & Fears LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 24, 2019, at Irvine, California.

/s/ Terri M. Shaw  
\_\_\_\_\_  
Terri M. Shaw

PAYNE & FEARS LLP  
ATTORNEYS AT LAW  
JAMBOREE CENTER, 4 PARK PLAZA, SUITE 1100  
IRVINE, CALIFORNIA 92614  
(949) 851-1100



PAYNE & FEARS LLP

ATTORNEYS AT LAW  
235 PINE STREET, SUITE 1175  
SAN FRANCISCO CALIFORNIA 94104  
(415) 738-6850

Leila Narvid, Bar No. 229402  
ln@paynefears.com  
Jason I. Bluver, Bar No. 281784  
jib@paynefears.com  
PAYNE & FEARS LLP  
235 Pine Street, Suite 1175  
San Francisco, California 94104  
Telephone: (415) 738-6850  
Facsimile: (415) 738-6855  
--- and ---  
Alana K. Ackels, (*pro hac vice pending*)  
aackels@bellnunnally.com  
Brent A. Turman, (*pro hac vice pending*)  
bturman@bellnunnally.com  
BELL NUNNALLY & MARTIN  
2323 Ross Avenue, Suite 1900  
Dallas, Texas 75201  
Telephone: (223) 740-1400  
Facsimile: (223) 740-1499

Attorneys for Defendant THOMAS DUNDON

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

COLTON SCHMIDT, individually and on  
behalf of others similarly situated; REGGIE  
NORTHRUP, individually and on behalf of  
others similarly situated,

Plaintiffs,

v.

AAF PLAYERS, LLC, a Delaware Limited  
Liability Company, d/b/a/ The Alliance of  
American Football; THOMAS DUNDON, an  
individual; CHARLES "CHARLIE"  
EBERSOL, an individual; LEGENDARY  
FIELD EXHIBITIONS, LLC, a Delaware  
Limited Liability Company; AAF  
PROPERTIES, LLC, a Delaware Limited  
Liability Company; EBERSOL SPORTS  
MEDIA GROUP, INC., a Delaware  
Corporation; and DOES 1 through 200,  
inclusive,

Defendants.

Case No. 3:19-cv-3666

[San Francisco County Superior Court Case  
No. CGC-19-575169]

**DECLARATION OF THOMAS DUNDON  
IN SUPPORT OF DEFENDANT'S  
NOTICE OF REMOVAL OF CIVIL  
ACTION UNDER 28 U.S.C. §§ 1332, 1441,  
1446, 1453, AND 1711**

PAYNE & FEARS LLP

ATTORNEYS AT LAW  
235 PINE STREET, SUITE 1175  
SAN FRANCISCO, CALIFORNIA 94104  
(415) 738-6850

**DECLARATION OF THOMAS DUNDON**

I, Thomas Dundon, declare as follows:

1. I am over 18 years of age, of sound mind, capable of making this declaration, and have personal knowledge of the facts stated herein. I have never been convicted of a crime involving moral turpitude. If called as a witness I could and would testify competently thereto.

2. I am a resident of the County of Dallas in the State of Texas and have been continuously since the late 1990s. I have been a resident of the State of Texas for over 30 years.

3. I have never been a resident of the State of California.

4. I do not own or lease real property in California.

5. I have never maintained a drivers' license or state identification card in the State of California.

6. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury the foregoing is true and correct.

I executed this declaration in Dallas, Texas, on June 24, 2019.

By: 

THOMAS DUNDON

**PROOF OF SERVICE**

***Colton Schmidt, etc., et al. v. AAF Players, LLC, etc., et al.***  
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[jfarajo@actslaw.com](mailto:jfarajo@actslaw.com)

Attorneys for Plaintiff STEVE  
ENRIQUEZ

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Executed on June 24, 2019, at Irvine, California.

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IRVINE, CALIFORNIA 92614  
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