

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

TERRELL OWENS,

Plaintiff,

v.

⓪ PAMELA S. LINDEN, an individual,
and ⓪ GREENBERG TRAUIG, P.A.
a Florida Professional Association,

Defendants.

CASE NO.

50 2011 CA 0 16709 XXXX MP

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COMPLAINT

Plaintiff, TERRELL OWENS, ("OWENS"), by and through his undersigned counsel, sues Defendants, PAMELA S. LINDEN, an individual, and GREENBERG TRAUIG, P.A., a Florida Professional Association and states:

NATURE OF THE ACTION

1. This is an action for professional negligence, breach of fiduciary duties, and an accounting arising out of the Defendants' representation of the Plaintiff in legal matters.

THE PARTIES

2. The Plaintiff, TERRELL OWENS ("OWENS"), is an individual and resides in the State of Florida.

3. Defendant, GREENBERG TRAUIG, P.A. ("GT"), is a Florida professional association organized for the purpose of providing legal services and does business in the State of Florida. At all times material hereto, GT acted individually and by and through its agents, apparent agents, servants, and/or employees acting within the course and scope of their agency, apparent agency and/or employment and in furtherance of GT's business pursuits.

4. At all times material hereto, GT is individually liable for its own negligence and is vicariously liable for the negligent acts and omissions of its agents, apparent agents servants and/or employees acting within the course and scope of their agency, apparent agency and/or employment and in furtherance of GT'S business pursuits.

5. Defendant, PAMELA LINDEN ("Linden"), is an individual residing in and a lawyer practicing in the State of Florida. Linden is liable and accountable for negligent acts alleged herein pursuant to §621.07, *Fla.Stat.*

JURISDICTION AND VENUE

6. Defendants are subject to the personal jurisdiction of this State inasmuch as they do business in this State and Palm Beach County, Florida.

7. Palm Beach County is the appropriate venue for this action inasmuch as the causes of action alleged herein accrued in Palm Beach County, Florida.

GENERAL ALLEGATIONS

8. Since 2006, and at all material times hereto, Linden and GT were OWENS' lawyers and represented OWENS on various legal matters and transactions, Linden was granted OWENS Power of Attorney to handle certain matters, and they maintained an ongoing attorney client relationship with OWENS. In conjunction with this representation, Defendants are in possession of OWENS confidential financial papers, including tax returns, bank statements, brokerage accounts and net worth statements and regularly communicated with OWENS' investment advisers, PRO SPORTS FINANCIAL, INC., ("PRO SPORTS") by and through its agents, JEFF RUBIN, and EDWARD RAPPAPORT, whom OWENS purportedly had granted a limited Power of Attorney to communicate on his behalf, particularly since he was often travelling and fulfilling his

responsibilities as a professional football player with the NFL. Defendants are familiar with OWENS' investment objectives and portfolio that existed as of the filing of this lawsuit, inasmuch as Defendants have represented OWENS since 2006 as his business and real estate counsel. Since 2006, OWENS reasonably believed that Defendants were his attorneys in his investment, business and real estate transactions based upon his dealings with the Defendants and the representations' of Owens advisors at Pro Sports Financial, Inc. who referred Owens to Defendants in 2006. For such business and real estate investment matters, OWENS regularly employed Defendants to the exclusion of other lawyers attempting to solicit his business and Defendants knew or should have known they were OWENS' attorneys in matters in Florida as well as other jurisdictions throughout the United States since 2006 through 2011. Over the years, Defendants induced OWENS to repose his trust and confidence in Defendants and that they represented his best interests and understood his investment objectives for wealth preservation.

9. Moreover, continuing into 2008, OWENS reasonably believed that Defendants were his attorneys because Linden consulted on OWENS' behalf with OWENS' advisors at Pro Sports Financial. Linden organized the TO Miami Group, LLC, as OWENS authorized representative for his investment opportunity involving a real estate, resort, entertainment, dining and gaming project in Alabama, known as "The Country Crossing Casino" (the "Entertainment Project").

10. In or about February or March of 2008, OWENS' investment advisers, PRO SPORTS FINANCIAL, INC., ("PRO SPORTS") by and through its agents, JEFF RUBIN, and EDWARD RAPPAPORT, advised OWENS of the Entertainment Project and represented to OWENS and to Linden that:

- a) the Entertainment Project was unique to the Alabama/Southeastern region of the

United States and would generate unusually high revenue since it contained a gaming hall which would house a for profit electronic bingo component and Pro Sports, with the assistance of the developer of the Entertainment Project, presented OWENS and Linden with an illustration and profit estimates of the earnings that OWENS would realize;

b) the Entertainment Project was organized by an individual known as Ronnie Gilley and his affiliates and affiliated entities under his direction and control, (the "Project Developer");

c) in exchange for an initial investment or loan to the Entertainment Project in the anticipated amount of \$2,000,000.00, OWENS would receive a fifteen percent rate of return.

d) if OWENS invested his funds in the Entertainment Project, he would also receive a percentage ownership interest in the Entertainment Project;

e) that the required Entertainment Project papers have been reviewed, would continue to be reviewed and/or prepared by OWENS' existing attorney, Pamela Linden, and she was handling negotiations on OWENS' behalf; and

f) other NFL players would be members of the Entertainment Project with OWENS.

11. In or about March 2008, OWENS, with Linden's knowledge and participation, agreed to invest in the Entertainment Project and OWENS agreed, reasonably believed, and understood that Linden was his lawyer for the Entertainment Project.

12. Promptly after OWENS agreed to invest in the Entertainment Project, his advisors confirmed with Linden that OWENS would use Linden as his attorney. Although unknown to OWENS at the time, in March, 2008, in order to facilitate the investment, Linden, drafted and prepared Articles of Organization of the TO Miami Group, LLC, and executed and filed the articles

with the Florida Department of State, under penalties of perjury, as TERRELL OWENS' authorized representative pursuant to Florida Statutes Chapter 608, et seq. A copy of the TO Miami Group LLC, Articles of Organization is attached hereto and incorporated herein as Exhibit "A"

13. The Florida Department of State public records shows that in or about March 2008, Linden simultaneously prepared and filed several other Articles of Organization for other Entertainment Project investors who were professional football players and also clients of Pro Sports and GT.

14. The Florida Department of State public records shows that in or about March 2008, Linden also filed Articles of Organization for the limited liability company known as the Miami Pro Group, LLC. A copy of the Miami Pro Group LLC articles of Organization is attached hereto and incorporated herein as Exhibit B.

15. The Florida Department of State public records also shows that in or about March 2008, Linden simultaneously organized the Miami Pro Group Management, LLC, which was listed as the Managing Member of Miami Pro Group, LLC. A copy of the Miami Pro Group Management, LLC Articles of Organization is attached hereto and incorporated herein as Exhibit C.

16. In or about March 2008, prior to authorizing the release of his funds for the investment, OWENS contacted as financial agent, Jeff Rubin at Pro Sports, who had consulted with Linden on the nature of the investment and OWENS' legal rights and remedies related to the Entertainment Project

17. Prior to OWENS' approval of the investment, Linden confirmed with his agents that:

- a) the Entertainment Project was a legitimate and valid business investment with promises

of growth potential and opportunities for wealth creation and that the gambling component presented a rare profit opportunity for OWENS;

b) the Entertainment Project investment was consistent with the investment objectives illustrated to OWENS by Pro Sports;

c) Linden was fully familiar with the Entertainment Project because she prepared and revised the documents for his investment, although she did not directly send OWENS copies at the time, OWENS' copies were sent to Pro Sports;

d) OWENS' investment was secured with land and other collateral;

e) Linden reviewed all the documentation so that it was suitable for OWENS' investment objectives and that she was familiar with the profit illustrations provided to OWENS prior to her advice; and

f) the investment was unusually profitable because it had the gaming component and large profits from electronic bingo.

18. At all material times hereto, OWENS was an active National Football League player, but Defendants failed to advise Owens about investment parameters imposed by the National Football League and NFL Players Association rules, regulations and guidelines as they may pertain to the Entertainment Project.

19. At all material times hereto and prior to March 2008, Linden did not advise OWENS that she organized the TO Miami Group on his behalf for the Entertainment Project investment.

20. Before the investment was made, Linden never provided OWENS with any written disclosures or prospectus regarding OWENS' investment in the Entertainment Project or the MIAMI PRO GROUP, LLC and OWENS relied upon the verbal advice given to him that the Entertainment Project investment was a safe and profitable gambling venture unique to Alabama, with a long term equity ownership in the Entertainment Project, and suitable for OWENS.

Moreover, during Linden's direct discussions with OWENS on his other legal and investment matters pending since 2008, Linden omitted explaining to OWENS the risks of OWENS' investment in the Entertainment Project or any conflict she may have in representing OWENS in all his pending legal matters handled by Defendants.

21. At all material times hereto, OWENS wanted to review copies of any and all papers that he signed, and requested the same from Defendants and Pro Sports, to no avail.

22. Between March 2008 and approximately November 2010, Linden forwarded information to Pro Sports on about the Entertainment Project and the status, and often repeated that OWENS and other investors had a secure investment and would be paid soon.

23. In 2011, OWENS became aware that one or more investors in the Entertainment Project had filed lawsuits against Pro Sports and/or the Defendants but was unable to obtain any details. Owens and his representatives contacted the Defendants, but the Defendants deliberately denied OWENS his request for an explanation of the documents and Defendants would not give OWENS executed copies of any of the Documents related to the work performed by Linden on his behalf related to the Entertainment Project, nor would Linden give OWENS an accounting of his funds or deliver the documents of proof of his investment, such as certificates evidencing ownership that she was supposed to receive before approving the release of his funds for the investment. Consequently, Owens was required to retain counsel to assist in obtaining relevant information on the subject investment.

24. In or about August 2011, Defendants provided OWENS information in a phone conference and explanation of his holdings in the Entertainment Project, none of which comported with his understanding of his ownership in the Entertainment Project during his communications

with Pamela Linden since 2008.

25. In or about August 2011, OWENS was further told by Linden that she would no longer be able to answer questions about his personal interests in the Entertainment Project or the operating agreements or Subscription Agreements, loans, investments or collateral of the Country Crossing Entertainment Project since she denied acting as OWENS personal counsel and only claimed to be counsel for the entity in which Owens held an ownership interest.

26. In 2011, Owens obtained a portion of a purported offering statement dated as of January 2010, prepared for new investors in the Entertainment Project, (the "Subscription Agreement"). Subscription Agreement describes an investment method that contradicts the explanations that Linden gave OWENS prior to his approval of the investment. Upon review of the Subscription Agreement Owens learned that the Defendants drafted and approved documents that relinquished any and all control and voting power OWENS was promised. It also appears from the Subscription Agreement that OWENS monies was commingled with other investor monies and that nearly \$29,000,000.00 was released, paid or loaned to the Entertainment Project Developer with Defendants approval and authorization, even though Defendants failed to secure or protect OWENS interests in the Entertainment Project.

27. The Subscription Agreement discloses that control over OWENS' investment was transferred to Defendants' other clients, Miami Pro Group, LLC, Miami Pro Group Management, LLC and Edward Rappaport and Jeff Rubin, whose individual interests are directly adverse to the interests of OWENS, in part, since they are apparently paid excessive management fees in the Entertainment Project, they may have earned commissions or gifts for delivering OWENS as an investor to the Project Developer, they control all of OWENS rights or ability to decide or control

his investment, and they were the parties responsible for managing OWENS personal investment portfolio while at the same time in direct charge of a company in which OWENS apparently invested.

28. At all times material hereto, Defendants further refused to provide OWENS executed copies of the investment documents or with the names of the members who were invested in the Miami Pro Group or Miami Pro Group II, despite demand, and Defendants knew, based upon the disclosures in the Subscription Agreement, that OWENS required this information to call membership meetings or provide notice to members or obtain members consent to protect his investment in the Entertainment Project.

29. On or before OWENS approved the Entertainment Project investment with Linden and prior to the time he paid monies into the Entertainment Project and then prior to the release of OWENS monies to facilitate the investment, Defendants, knew but failed to disclose to OWENS:

a) That Defendants prepared documents to facilitate OWENS investment, but that the documents prepared by Defendants transferred 100% control of decisions and management to Defendants' other clients, who are Miami Pro Group, LLC, through Miami Pro Group Management, LLC., Jeff Rubin and/or Ed Rappaport;

b) The names of the members or managers investing with OWENS in the Entertainment Project;

c) That PAMELA LINDEN, may have held an equity interest in Miami Pro Group and/or some other entity related to investments in the Entertainment Project, which was recently reported to OWENS by people familiar with his investment;

d) That Defendant GT, upon information and belief and transmitted in media reports,

through its attorneys, agents, lobbying groups and or affiliates, represented certain Indian Tribes and/or assisted the Indian Tribes in lobbying in the State of Alabama to prohibit gambling within the State of Alabama;

e) That GT worked on prior anti-gambling Alabama lobbying efforts, even though Defendants were advising OWENS and knew that OWENS' investment returns were contingent on the continuation and success of legal gaming in Alabama;

f) That the electronic bingo, which was the profit center of the Entertainment Project and described by the Project Developer as the economic catalyst, was illegal in Alabama at the time OWENS made his investment, and is still illegal as of the filing of this action;

g) That the only gaming allowed in Alabama at the time that OWENS made his investment was Charity Bingo and that the profits from the gaming had to go for charitable purposes and were not permitted to be given to OWENS as a return on his investment;

h) That upon information and belief the proceeds obtained from OWENS' release of funds into the Entertainment Project were used to pay expenses, including fees due to the Defendants, and pay other investors in the Entertainment Project that were represented by Defendants and Defendants failed and refused to provide an accounting of monies exchanged in the transaction or even an invoicing of the fees and costs attributable to OWENS individually or as a member of TO Miami Group, LLC;

i) That Defendants knew that the gambling operations in the Entertainment Project were illegal at the time OWENS was making his investment; was not suitable for a professional football player governed by league anti-gambling rules and regulations for players; that the Entertainment Project was not properly licensed for the promised gambling operations that were

required to make the Entertainment Project profitable, and that GT was involved in prior or current lobbying efforts to prohibit gambling in Alabama;

j) That Defendants represented other investors in the Entertainment Project who had previously guaranteed massive debt incurred by the Entertainment Project as of December 2007, and as of March 2008, while being examined by Defendants, the Defendants knew or should have known that the Entertainment Project was knowingly undercapitalized, was facing imminent default of contracts, and that the infrastructure for the facilities and the buildings had a slim likelihood of being completed;

k) That Defendants acted as attorneys for Pro Sports and other "members" of the Miami Pro Group and the Miami Pro Group related entities and managing members all related to the Entertainment Project;

l) That Defendants shared OWENS' attorney client communications to the Project Developer, Rubin and Rappaport, and other members represented by OWENS, and upon information and belief also assisted Pro Sports in submitting repetitive releases of OWENS monies commencing in June 2008, believe to have been used to capitalize the Defendants' client, Miami Pro Group, II, LLC., for a total of about \$1,300,000.00; and Defendants drafted and reviewed loan documents for alleged multiple loans from OWENS to a Entertainment Project entity in the approximate aggregate sum of \$900,000.00.

m) That insufficient capital was raised from other investors to operate the Entertainment Project, but that Defendants "broke escrow" and released or otherwise approved the release of OWENS monies regardless of the inability to meet the required funding to satisfy the Project Developer obligations;

n) That Defendants never intended to present OWENS with a closing statement or explanation of the fees and costs withdrawn from his investment monies or how much of his actual investment was used for its intended purposes to support the Entertainment Project, as opposed to paying commissions, fees, costs and charges or to pay back prior investors, which OWENS later discovered were identified as Tier 1 investors or Miami Pro Group 1 investors who were also clients of the Defendants;

o) That Defendants whether acting as OWENS' lawyer or the lawyer for an entity formed to control his investment, improperly endorsed and approved the release of OWENS' monies based only upon agreements to agree in the future, and that Defendants failed to obtain stock or membership certificates showing OWENS had an ownership interest; and

p) The risks inherent with the investment, some of which are illustrated in the Subscription Agreement, attached hereto.

30. Defendants further failed to advise Plaintiff that prior to the subject investment transaction, that Defendants acted as attorneys for Ronnie Gilley and his related entities. Gilley was the founder of the Entertainment Project in Alabama and upon information and belief, in 2011, he pled guilty to corruption charges related to the Entertainment Project.

31. Since January 2008 and at all times material hereto, Linden often advised OWENS on his various legal, business and real estate matters. During her consultations with Owens she failed to disclose to him material matters concerning the Entertainment Project. Despite her review of the Entertainment Project investment opportunity, Linden omitted disclosing to OWENS that she knew that Alabama prohibited the gambling operations contemplated by the Entertainment Project nor did she suggest or advise him that it was necessary for him to obtain new counsel with

regard to his Entertainment Project investments, so that OWENS relied solely upon the information provided to him from Defendants office as delivered to his advisors at Pro Sports Financial. OWENS later learned that Defendants failed to disclose to him that the Project Developer was under investigation and eventually indicted for bribing legislatures related to a gambling bill introduced in the Alabama legislature in early April 2008.

32. After OWENS invested over \$2,000,000.00 into the Entertainment Project, in or about January, 2010, OWENS learned of law enforcement raids at the Entertainment Project and it appeared at that time that the Entertainment Project was not capable of being completed as a for profit gaming center and if it only operated as an entertainment and dining project it would not be capable of realizing sufficient income to repay lenders or investors.

33. At the time Linden advised OWENS on his investment rights, Defendants knew or should have known that OWENS' investment was unusually speculative and extraordinarily risky inasmuch as Defendants acted as closing agents on various loans and guaranties in the Entertainment Project; lobbied for anti gambling legislation in Alabama; created simultaneous transfers of other investment or loan money into the Entertainment Project before OWENS approved his investment; the current status of Alabama law prohibited the operations promoted by the Entertainment Project to investors and lenders like the Plaintiff; and that OWENS was relinquishing control of his investment to Defendants' other clients whose interests were directly adverse to OWENS.

34. Subsequent to the initial 2008 investment by OWENS, and at all material times hereto, Linden spoke with OWENS and knew that he would continue to deliver monies into the Entertainment Project, even though Linden did not deliver OWENS' any proposed contracts,

operating agreements or certificates necessary to document his investment or loans, and Linden directed that all notices, agreements or documents related to the Entertainment Project that were supposed to be sent to OWENS were to be delivered to Linden's office or to the office of Pro Sports, and not to OWENS. Further, Linden did not copy OWENS on any communications that she had via mail or email as they pertained to OWENS involvement in the Entertainment Project, causing OWENS to be eliminated from the channels of communication.

35. In the fall of 2010, OWENS realized that Defendants were not representing his best interests and Defendants were only creating further delay to conceal Defendants' wrongdoing and the wrongdoing of Defendants other clients, and damages to OWENS that he can no longer mitigate due to the delays.

36. At all material times hereto, Linden never notified OWENS that she was no longer his lawyer and OWENS believed that she remained his lawyer, and he continued to communicate information to her on the status of legal matters.

37. In 2011, Defendants still would not cooperate with OWENS and provide him copies of executed documents.

38. In August, 2011, OWENS, through his agents and representatives made demands for his records and information on the status of his investment.

39. In or about August, 2011, Pamela Linden participated in a telephone conference with OWENS and his counsel, but failed to provide written evidence of the status of the Entertainment Project and the nature of OWENS' investments, except that it was learned that OWENS was assigned ownership interests to an entity known as Resorts & Entertainment Group, II, LLC., as of June, 2010. However, no accounting of OWENS monies invested could be provided,

even though Defendants were charged with the responsibility of drafting organization documents and accounting for the membership and respective membership percentages among their clients, including OWENS.

40. As a direct and proximate result of Defendants' failure to properly represent OWENS, their failure to advise OWENS of any other role in the Entertainment Project other than OWENS attorney, and otherwise disclose material facts to OWENS which were known to Defendants relating to the Entertainment Project, and its founders, investors, lenders, members and managers, and the conflicts of interests Defendants had with the related parties perpetuated by Defendants delay and refusal to provide OWENS with records and notices, OWENS' professional sports career is in jeopardy, and he lost the money he invested in excess of \$2,000,000.00, exclusive of interest, fees and costs.

41. All conditions precedent to the filing and maintenance of this action have been performed, excused, satisfied or waived.

42. OWENS has been required to engage the services of the undersigned attorneys in this matter and is obligated to pay his attorneys reasonable fees for their services.

COUNT I
NEGLIGENCE

43. Plaintiff, OWENS, sues Defendants, for professional negligence and malpractice and realleges and reavers the allegations set forth in paragraphs 1 through 42 above as though fully set forth herein.

44. This is an action for damages that exceeds \$15,000.00.

45. At all times material hereto, Defendants purported to specialize and to have a high

level of experience in the field of corporate, finance, resort development, gaming, and real estate law, and they represented to OWENS that members of their firm had a wealth of experience, knowledge of courts, regulatory agencies, gaming, and professional athlete representation and its attorneys had a high level of expertise in handling such matters which would make GT well suited to perform the services for which they were retained to advise OWENS in his Entertainment Project investment.

46. As counsel for OWENS, Defendants owed the highest duties to OWENS to perform the legal services for which they were engaged with such skill, prudence, care and diligence commonly possessed by lawyers in the legal community in representing the legal interests of OWENS. Further, Defendants owed a duty to OWENS to perform their services within the standards of knowledge possessed by attorneys trained in securities, corporate, gaming, resort development, real estate and real estate financing laws.

47. In this regard, the Defendants owed a duty to OWENS, among other things, to do all of the following:

- a) To assure that qualified and experienced attorneys were assigned to handle the proceedings on behalf of OWENS;
- b) To perform or arrange to be performed a thorough and complete investigation with due diligence into the ownership, conveyances, nature of investment control and powers, and financing and escrows that were contemplated by OWENS before the funds to invest were released by him;
- c) To perform and arrange to be performed thorough and complete research of legal issues governing the Entertainment Project, investment ownership, valuation and financing;

d) To exercise due care in the hiring of attorneys, legal assistants and employees assigned for the handling of OWENS'S legal matter;

e) To exercise due care to insure adequate research, documentation, registrations and discovery were performed relating to OWENS' status as a professional football player governed by specific anti-gambling rules and regulations and his agreement to invest in the Entertainment Project;

f) To exercise due care to insure adequate communication with OWENS, including providing notices and copies of correspondence to OWENS relating to the status of the investment; and

g) The prompt delivery of closing documents and closing statements in exchange of all funds as required under the respective agreements.

48. Defendants breached their duty owed to OWENS as follows:

a) Failing to keep OWENS communications and records entrusted with Defendants confidential and privileged and releasing papers or communicating with third parties on matters pertaining to OWENS private financial papers in Defendants' possession without OWENS consent or knowledge;

b) Failing to notify OWENS that Defendants had represented or were simultaneously representing other parties involved with the Entertainment Project whose interests were directly adverse to OWENS;

c) Failing to account for the funds invested or otherwise commingled those funds with other investors or entities that funneled the monies to the Entertainment Project;

d) Failing to regularly notify OWENS concerning the status of Entertainment

Project, its development, debts and obligations, financing, and escrows;

- e) Failing to adequately represent OWENS' business and financial interests;
- f) Providing OWENS with false and misleading investment advice such as the failure to provide accurate disclosure and explanation of the role of OWENS as either a member, partner, preferred shareholder, common shareholder or note lender;
- g) Failing to properly account or document OWENS' investment funding and disclose the risk known to Defendants on the expected future payments and return on investment to OWENS;
- h) Failing to disclose that the Project did not possess the proper licensing to operate and/or misrepresenting or omitting casino operation status and regulatory approvals and subsequent allegations of unlawful payment of secret cash kickbacks or bribes surrounding the Entertainment Project;
- i) Failing to provide the proper disclosures regarding the investment since OWENS invested in an enterprise in which he unknowingly released all control to managers;
- j) Failing to disclose Defendants' interests in the Entertainment Project through prior representation of Gillie or that Linden may have a direct ownership interest in the Entertainment Project;
- k) Failing to disclose any gifts, commissions and/or fees earned by Defendants' other clients believed to be Rubin, Pro Sports, Miami Pro Group entities, and Rappaport arising out of OWENS' participation in the investment;
- l) Organizing an entity known as TO Miami Group, LLC for OWENS without his permission, knowledge or any explanation of purpose;

- m) Failing to communicate with OWENS about National Football League limitations on involvement in gaming operations, his lending and investment procedures, operating agreements or contracts, and excluding OWENS on emails and written documents transmitted to and from Defendants that directly related to OWENS' investment and funding in the Entertainment Project;
- n) Failing to review and consult with OWENS or his agents about the voluntary rules and regulations of the NFL Players Association on investments;
- o) Failing to provide the names of the other members and deliberately withholding those names so that OWENS was unable to timely exercise control over his investment and continuing to redact the names of members to the detriment of OWENS;
- p) Negotiating and obligating OWENS to senior credit obligations without explanation to OWENS and without his knowledge or understanding of the obligations imposed upon him that Linden negotiated or reviewed;
- q) Comply with the Florida Securities and Investor Protection Act, (the "Act") or otherwise advise OWENS that Defendants were aware or were assisting others to solicit monies from OWENS in violation of the Act;
- r) Failing to deliver conformed copies of all executed documents at closing or thereafter; and
- s) Failing to advise OWENS that Defendants had similarly transferred other investor monies or had knowledge of future transfers from new investors that would have been used to pay prior investors promised returns, to wit the organizing of Miami Pro Group II, LLC; and
- t) Failing to confirm whether or not Defendants had liability insurance or

otherwise provide OWENS a copy of Defendants' liability insurance policy or the name and address of Defendants' applicable insurers;

u) Approving the release of investors' funds ("breaking escrow") simply upon agreements to agree and before the minimum threshold of capital was raised to make the Entertainment Project investment viable;

v) By their omissions, misleading OWENS to believe that he was making a direct investment into the Entertainment Project, when instead OWENS later discovered that his money was being funneled to an entity represented by the Defendants, known as Miami Pro Group, LLC, or Miami Pro Group II LLC, in which OWENS had no control or rights in which to direct the investments or loans to the Entertainment Project; and

w) Refusing to provide OWENS with a closing statement or disbursement statement that documented where his monies were delivered or applied;

x) Failing to explain or disclose that OWENS had ownership in an entity known as Resorts & Entertainment Group, II, LLC., so that OWENS could not investigate or learn the role of that company or whether it was properly governed by responsible managers or members or whether it was insured, licensed or capitalized.

49. Defendants breach of their duties owed to OWENS is the proximate cause of damages suffered by OWENS.

WHEREFORE, Plaintiff, OWENS, demands judgment against Defendants, jointly and severally, for damages together with costs and for such other and further relief that this Court deems just and proper.

COUNT II
BREACH OF FIDUCIARY DUTIES

50. Plaintiff, OWENS, sues Defendants, for breach of fiduciary duties and realleges and reavers the allegations set forth in paragraphs 1 through 42 and 48 above as through fully rewritten herein.

51. This is an action for damages in excess of \$15,000.00.

52. As counsel for OWENS, Defendants had a fiduciary duty owed to OWENS. OWENS reposed confidence and trust in Defendants in their legal representation of OWENS which confidence and trust Defendants accepted.

53. Defendants breached their fiduciary duty owed to OWENS, through their acts and omissions, including but not limited to revealing privileged documents and communications to unauthorized third parties; failing to communicate with OWENS; concealing material information needed to evaluate the investment; signing documents as OWENS authorized representative and then denying they represented OWENS so they could not give him his records; failing to notify OWENS that Defendants were simultaneously representing parties with direct adverse interests to OWENS and then failing to provide OWENS with the required names of the members in the investment; acting as counsel for the entities in which OWENS invested and failing to properly represent those entities causing OWENS a financial loss; failing to account for the funds believed to be deposited into the Defendants' trust account, and the fees and costs chargeable to OWENS; and failing to adequately represent OWENS and the entities in which his funds were invested throughout the Entertainment Project offerings, investing and, and the anticipated conveyances to investors.

54. Defendants knew or should have known at the time of the handling of OWENS' legal matters that the investment was not legitimate nor was it supported by then existing licensing, proper capital, was limited to charitable purposes and not for profit and that Defendants were either not capable of handling the complexity of the matter, that Defendants were not capable of completing the terms of the investments promised to OWENS or that Defendants were not capable of communicating with OWENS and that the Defendants had a numerous conflicts of interest in handling the transactions.

55. As a direct and proximate result of the foregoing breach of Defendants fiduciary duties owed to OWENS, OWENS has suffered damages.

WHEREFORE, Plaintiff, OWENS, demands judgment against Defendants, jointly and severally for damages and costs and for other and further relief that this Court deems just and proper.

COUNT III
ACTION FOR AN ACCOUNTING

56. Plaintiff, OWENS, sues Defendants, for an accounting and realleges and reavers the allegations set forth in paragraphs 1 through 42, and 48 above, as though fully rewritten herein,

57. This is an action for an accounting.

58. As counsel for OWENS, Defendants owed OWENS a fiduciary duty and OWENS reposed his trust and confidence in Defendants in their legal representation of him and which trust and confidence was accepted by Defendants.

59. Previously, and prior to the commencement of this action, Plaintiff or his agents demanded on multiple occasions that Defendants account for the monies and documents

transferred at the time of funding for the investment, including the billing records of Defendants chargeable for the work and filing fees incurred on OWENS behalf, but Defendants have failed and refused to do so and have never rendered any accounting for their billings, the documents or monies received nor paid to them in OWENS' Entertainment Project transactions.

WHEREFORE, Plaintiff, OWENS, requests judgment against defendants as follows:

- 1) Defendants account to OWENS for all monies received and expended related to the Entertainment Project and provide the supporting documents verifying the same;
- 2) OWENS have judgment against defendants for any sums found to be due from Defendants; and
- 3) OWENS have such other and further relief as to this Honorable Court seems just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE

Dated: October 27 2011.

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