

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

PORTER MICHAEL PETERSON,
an individual, and MP MIAMI GROUP, LLC,
a Florida Limited Liability Company

CASE NO.:

50 2012 CA 000 52 5 XXV

Plaintiffs,

v.

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

Defendants.

COMPLAINT

FILED
2012 JAN 10 PM 3:55
SHARON R. BOCK, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL

Plaintiff, PORTER MICHAEL PETERSON, ("PETERSON"), and MP MIAMI GROUP, LLC ("MP MIAMI GROUP") by and through their 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. Plaintiff, PETERSON is a professional football athlete and resides in the State of Florida.

3. Plaintiff MP MIAMI GROUP is a dissolved Florida Limited Liability Company.

4. Defendant, GREENBERG TRAUIG, P.A. ("GT"), is a Florida professional association organized for the purpose of providing legal services and which 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.

5. 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.

6. 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

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

8. 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

9. At all times material hereto, Plaintiff PETERSON engaged the company Pro Sports Financial, Inc., ("Pro Sports") as his investment, wealth, and financial advisor.

10. PETERSON engaged Pro Sports to handle, among other things, his tax, real estate, and investment matters.

11. Pro Sports, in turn, as PETERSON's agent, engaged legal counsel, GT and LINDEN, to handle many of the legal aspects of PETERSON's matters on PETERSON's behalf.

12. In or around 2008, PETERSON sold a condominium unit, a transaction which Pro Sports advised PETERSON was being reviewed and handled by lawyers on his behalf, which Peterson learned thereafter were the Defendants.

13. In or around July 2009, PETERSON and his wife, Chantal, ("the PETERSONS") purchased a house in Hillsborough County, Florida ("Home").

14. In connection with the purchase of their Home, which cost in excess of \$1,000,000.00, LINDEN began direct contact with the PETERSONS instead of communicating just through the Pro Sports agents. Chantal Peterson was concerned with the long term costs and expenses of owning such an expensive home in light of Michael Peterson's career earning expectancies as a professional athlete, and expressly discussed the expenses of the Home with LINDEN, which included references to the PETERSONS financial ability to cover the costs of the home after his active playing football career.

15. Also in or around 2009, the PETERSONS and LINDEN vacationed simultaneously at the same location and socialized during the vacation. Chantal Peterson and LINDEN discussed their children, the new Home, and suggested they should vacation together in the future.

16. Thereafter, in or around 2011, LINDEN and GT represented the PETERSONS in the re-financing of their Home, including research and lien checks on the Home.

17. In or around February or March of 2008, Pro Sports approached the PETERSONS with an investment opportunity, referred to herein as the "Entertainment Project," and represented to the PETERSONS 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 PETERSON and LINDEN with an illustration and profit estimates of the earnings that PETERSON 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 \$650,000, PETERSON would receive a 15 percent annual rate of return.
- d. if he invested his funds in the Entertainment Project, he would also receive a percentage ownership interest in the Entertainment Project;
- e. the required Entertainment Project papers have been reviewed, would continue to be reviewed and/or prepared by an attorney selected by Pro Sports on Plaintiff's behalf;
- f. other NFL players would be members of the Entertainment Project with PETERSON.

18. Unknown to PETERSON at the time, Pro Sports had previously informed LINDEN in 2007 that the Entertainment Project could put various athlete investors at risk of losing amounts that exceeded their liquid net worth and LINDEN had actual and constructive knowledge that the Entertainment Project could not sustain the projected rate of return promised to PETERSON and other investors that she knew were involved.

19. In or about March 2008, PETERSON agreed to invest in the Entertainment Project

with the understanding and reasonable belief that a lawyer was reviewing the investment and all required documents, and performing due diligence.

20. Promptly after PETERSON agreed to invest in the Entertainment Project, although unknown to PETERSON at the time, in or around March 2008, in order to facilitate the investment, LINDEN drafted and prepared Articles of Organization of the MP Miami Group, LLC, and executed and filed the articles with the Florida Department of State, under penalties of perjury, as PETERSON's authorized representative pursuant to Florida Statutes Chapter 608, et seq. A copy of the MP Miami Group LLC, Articles of Organization is attached hereto and incorporated herein as Exhibit "A"

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

22. 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."

23. 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."

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

25. Prior to PETERSON's approval of the investment, LINDEN had confirmed with the Pro Sports 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;
- b. the Entertainment Project investment was consistent with the investment objectives illustrated to PETERSON 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 PETERSON copies at the time, PETERSON's copies were sent to Pro Sports;
- d. LINDEN had reviewed all the documentation so that it was suitable for PETERSON's investment objectives and that she was familiar with the profit illustrations provided to PETERSON prior to her advice;
- e. PETERSON's investment was secured with land and other collateral; and
- f. the investment was unusually profitable because it had the gaming component and large profits from electronic bingo.

26. At all material times hereto, PETERSON was an active National Football League player, but Defendants failed to advise PETERSON 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.

27. At all material times hereto and prior to March 2008, LINDEN did not advise PETERSON that she organized the MP Miami Group on his behalf for the Entertainment Project investment.

28. Before the investment was made, LINDEN never provided PETERSON with any written disclosures or prospectus regarding his investment in the Entertainment Project or the MIAMI PRO GROUP, LLC, nor did she apprise him of the high degree of risk associated with the Entertainment Project, and PETERSON 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 PETERSON. Moreover, LINDEN failed to circulate any disclosures explaining the risks of PETERSON's investment in the Entertainment Project or any conflict she may have in representing PETERSON in any of his pending legal matters handled by Defendants.

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

30. Between March 2008 and approximately November 2010, LINDEN forwarded information to Pro Sports on about the Entertainment Project and its status, and often repeated that investors had a secure investment and would be paid soon, but LINDEN failed to provide the same information directly to PETERSON.

31. In 2011, PETERSON 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 except that LINDEN formed the MP Miami Group, LLC to funnel the investment into the Entertainment Project pursuant to agreements drafted by LINDEN.

32. Also in the winter of 2011, PETERSON learned of a purported offering statement dated as of January 2010, prepared for new investors in the Entertainment Project, (the "Subscription Agreement"). The Subscription Agreement describes an investment method that contradicts the explanations that PETERSON was given prior to his approval of the investment. Upon review of the Subscription Agreement, PETERSON learned that the Defendants drafted and approved documents that relinquished any and all control and voting power PETERSON was promised. It also appears from the Subscription Agreement that PETERSON's 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 PETERSON interests in the Entertainment Project.

33. The Subscription Agreement discloses that control over PETERSON's investment was transferred to Defendants' other clients, Miami Pro Group, LLC, Miami Pro Group Management, LLC and Edward Rappaport and Jeff Rubin (agents of Pro Sports), whose individual interests are directly adverse to the interests of PETERSON, in part, since they are apparently paid excessive management fees in the Entertainment Project, they may have earned commissions or gifts for delivering PETERSON as an investor to the Project Developer, they control all of PETERSON rights or ability to decide or control his investment, and they were the parties responsible for managing PETERSON personal investment portfolio while at the same time in direct charge of a company in which PETERSON apparently invested.

34. At all times material hereto, especially during the Defendants representation of

Peterson in the expensive Home purchase and the 2011 re-financing, LINDEN specifically omitted disclosing material information known to her that PETERSON'S \$650,000.00, invested in the Entertainment Project was either lost or at great risk of a complete investment loss. LINDEN knew or should have known from her communications with the PETERSONS that disclosure of this loss to PETERSON would have caused PETERSON to postpone the purchase of the expensive Home. Instead, LINDEN's acts and omissions caused PETERSON to close on the Home, subsequently aggravating great financial harm to them as a result of the loss of the \$650,000.00 in principal and the projected annual returns that LINDEN knew or should have known that PETERSON was relying upon to cover the ownership expenses of the Home..

35. Before PETERSON approved the Entertainment Project investment and prior to the time he paid monies into the Entertainment Project and prior to the release of PETERSON's monies to facilitate the investment, Defendants knew but failed to disclose to PETERSON:

- a. That Defendants prepared documents to facilitate PETERSON's 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 PETERSON in the Entertainment Project;
- c. That 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 PETERSON 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 drafted documents facilitating PETERSON's investment and knew that PETERSON's 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 PETERSON 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 PETERSON 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 PETERSON as a return on his investment;
- h. That upon information and belief the proceeds obtained from PETERSON's release of funds into the Entertainment Project were used to pay expenses, including fees due to the Defendants, and to 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 PETERSON individually or as a member of MP Miami Group, LLC;

- i. That Defendants knew that the gambling operations in the Entertainment Project were illegal at the time PETERSON 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 had actual or constructive knowledge that funds collected from subsequent investors, like PETERSON, were used to pay prior "tiered" investors commencing from 2007, and used for gifts, commissions and large management fees, so that PETERSON'S principal invested did not go towards the development of the Entertainment Project as promised;

- 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 PETERSON's monies regardless of the inability to meet the required funding to satisfy the Project Developer obligations;
- n. That Defendants never intended to present PETERSON 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 PETERSON 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 PETERSON's lawyer or the lawyer for an entity formed to control his investment, improperly endorsed and approved the release of PETERSON's monies based only upon agreements to agree in the future, and that Defendants failed to obtain stock or membership certificates showing PETERSON had an ownership interest; and
- p. The risks inherent with the investment, some of which are illustrated in the Subscription Agreement, attached hereto.

36. Defendants further failed to advise Plaintiff PETERSON that prior to the subject investment transaction, Defendants had 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.

37. Since at least 2009, LINDEN advised PETERSON on his real estate matters, including the purchase of his Home in 2009 and the re-finance of his Home in 2011. During her consultations with PETERSON she failed to disclose to him material matters concerning the Entertainment Project. Despite her review of the Entertainment Project investment opportunity, LINDEN failed to disclose to PETERSON 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 PETERSON relied solely upon the information provided to him from Defendants' office as delivered to his advisors at Pro Sports. PETERSON 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.

38. Long after PETERSON invested into the Entertainment Project, PETERSON learned that the gaming component was for charitable purposes and there could not be a payment made to investors, which LINDEN knew but failed to disclose. PETERSON also learned of law enforcement raids at the Entertainment Project and that the Entertainment Project is not capable of being completed as a for profit gaming center, since it is illegal to do so.

39. At the time LINDEN filed PETERSON's MP MIAMI GROUP papers and when she advised PETERSON's agents of the viability of the Entertainment Project investment, Defendants knew or should have known that PETERSON's 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

PETERSON 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 PETERSON was relinquishing control of his investment to Defendants' other clients whose interests were directly adverse to PETERSON.

40. Subsequent to the initial 2008 investment by PETERSON, and at all material times hereto, LINDEN knew that PETERSON would continue to deliver monies into the Entertainment Project, even though LINDEN did not deliver PETERSON 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 PETERSON were to be delivered to LINDEN's office or to the office of Pro Sports, and not to PETERSON. Further, LINDEN did not copy PETERSON or his wife Chantal on any communications that she had via mail or email as they pertained to PETERSON's involvement in the Entertainment Project, causing PETERSON to be eliminated from the channels of communication.

41. In the fall of 2010, PETERSON 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 PETERSON that he can no longer mitigate due to the delays.

42. At all material times hereto, LINDEN never notified PETERSON or his wife Chantal, that Defendants were not his lawyer with respect to the Entertainment Project, even as she continued to represent him in his real estate matters.

43. LINDEN failed to ask PETERSON to waive known conflicts with Defendants in

order to handle his real estate matters since Defendants were also representing parties known to her with adverse interests to PETERSON further concealing the full scope of his losses in the Entertainment Project.

44. In 2011, PETERSON, through his agents and representatives, made demands for his records and information on the status of his investment, to no avail.

45. LINDEN has failed to directly provide written evidence of the status of the Entertainment Project and the nature of PETERSON's investments. Defendants failed to provide an accounting of the monies that PETERSON's invested, 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 PETERSON.

46. As a direct and proximate result of Defendants' failure to properly represent PETERSON, their failure to advise PETERSON of any other role in the Entertainment Project other than as PETERSON's attorney, and concealment from the PETERSONS of material facts to PETERSON 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 PETERSON with records and notices, PETERSON's professional sports career is in jeopardy, and he lost the principal he invested in approximately \$650,000.00, the loss of the projected income and percentage of ownership, and together with the financing of the Home expenses, all exclusive of interest, fees and costs.

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

48. PETERSON 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

49. Plaintiff, PETERSON, sues Defendants, for professional negligence and malpractice and realleges and reavers the allegations set forth in paragraphs 1 through 48 above as though fully set forth herein.

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

51. 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 PETERSON and/or his agents and representatives 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 PETERSON in his Entertainment Project investment.

52. As counsel for PETERSON, Defendants owed the highest duties to PETERSON 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 PETERSON. Further, Defendants owed a duty to PETERSON 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.

53. In this regard, the Defendants owed a duty to PETERSON, 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 PETERSON;
- 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 PETERSON 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 PETERSON's legal matter;
- e. To exercise due care to insure adequate research, documentation, registrations and discovery were performed relating to PETERSON's 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 PETERSON, including providing notices and copies of correspondence to PETERSON relating to the status of the investment;
- g. The prompt delivery of closing documents and closing statements in exchange of all funds as required under the respective agreements; and
- h. To disclose the risks associated with the Entertainment Project to PETERSON before he authorized the release of his monies into escrow or to the Entertainment

Project developer;

- i. To disclose the risks associated with the Entertainment Project to PETERSON before PETERSON's investment monies were unrecoverable by virtue of being forwarded to the Entertainment Project developer or otherwise spent.

54. Defendants breached their duty owed to PETERSON as follows:

- a. Failing to inform PETERSON of the high degree of risk associated with the Entertainment Project before he authorized the investment of his monies;
- b. Failing to inform PETERSON of the high degree or risk associated with the Entertainment Project when LINDEN knew or should have known that PETERSON was an investor in the Entertainment Project;
- c. Failing to inform PETERSON of the high degree of risk associated with the Entertainment Project before January 2010, when the Subscription Agreement was released;
- d. Failing to inform PETERSON of the high degree of risk associated with the Entertainment Project when she spoke with him and/or Chantal in 2009, in connection with the purchase of their Home;
- e. Failing to inform PETERSON that his communications and records entrusted with Defendants should be confidential and privileged even though Defendants simultaneously represented parties with interests adverse to PETERSON and permitting PETERSON to release confidential financial papers or communications to Defendants without PETERSON's consent or knowledge that DEFENDANTS represented parties that caused and were causing PETERSON significant damages

related to his investment in the Entertainment Project.

- f. Failing to notify PETERSON that Defendants had represented or were simultaneously representing other parties involved with the Entertainment Project whose interests were directly adverse to PETERSON;
- g. 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;
- h. Failing to regularly notify PETERSON concerning the status of Entertainment Project, its development, debts and obligations, financing, and escrows;
- i. Failing to adequately represent PETERSON's business and financial interests;
- j. Providing PETERSON and/or his agents and representatives with false and misleading investment advice such as the failure to provide accurate disclosure and explanation of the role of PETERSON as either a member, partner, preferred shareholder, common shareholder or note lender;
- k. Failing to properly account for or document PETERSON's investment funding and disclose the risk known to Defendants on the expected future payments and return on investment to PETERSON;
- l. Failing to disclose that the Project did not possess the proper licensing to operate and/or misrepresenting or omitting Entertainment operation status and regulatory approvals and subsequent allegations of unlawful payment of secret cash kickbacks or bribes surrounding the Entertainment Project;
- m. Failing to provide the proper disclosures regarding the investment since PETERSON invested in an enterprise in which he unknowingly released all control to managers;

- n. Failing to disclose Defendants' interests in the Entertainment Project through prior representation of Gilley or that LINDEN may have a direct ownership interest in the Entertainment Project;
- o. Failing to disclose any gifts, commissions and/or fees earned by Defendants' other clients believed to be Jeff Rubin, Pro Sports, Miami Pro Group entities, and Edward Rappaport arising out of PETERSON's participation in the investment;
- p. Organizing an entity known as MP Miami Group, LLC for PETERSON without his permission, knowledge or any explanation of purpose;
- q. Failing to communicate with PETERSON about National Football League limitations on involvement in gaming operations, his lending and investment procedures, operating agreements or contracts, and excluding PETERSON on emails and written documents transmitted to and from Defendants that directly related to PETERSON' investment and funding in the Entertainment Project;
- r. Failing to review and consult with PETERSON or his agents about the voluntary rules and regulations of the NFL Players Association on investments;
- s. Failing to provide the names of the other members and deliberately withholding those names so that PETERSON was unable to timely exercise control over his investment and continuing to redact the names of members to the detriment of PETERSON;
- t. Negotiating and obligating PETERSON to senior credit obligations and obligations to project managers and other co-investors without explanation to PETERSON and without his knowledge or understanding of the obligations imposed upon him that

- Linden negotiated or reviewed;
- u. Failure to comply with the Florida Securities and Investor Protection Act, (the "Act") or otherwise advise PETERSON that Defendants were aware or were assisting others to solicit monies from PETERSON in violation of the Act;
 - v. Failing to deliver conformed copies of all executed documents at any investment closing or thereafter; and
 - w. Failing to advise PETERSON 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
 - x. Failing to confirm whether or not Defendants had liability insurance or otherwise provide PETERSON a copy of Defendants' liability insurance policy or the name and address of Defendants' applicable insurers;
 - y. 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;
 - z. By their omissions, misleading PETERSON to believe that he was making a direct investment into the Entertainment Project, when instead PETERSON 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 PETERSON had no control or rights in which to direct the investments or loans to the Entertainment Project; and

aa. Refusing to provide PETERSON with a closing statement or disbursement statement that documented where his monies were delivered or applied;

55. Defendants' breach of their duties owed to PETERSON is the proximate cause of damages suffered by PETERSON.

WHEREFORE, Plaintiff, PETERSON, 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

56. Plaintiff PETERSON sues Defendants for breach of fiduciary duties and realleges and reavers the allegations set forth in paragraphs 1 through 48 and 53 and 54 above as through fully rewritten herein.

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

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

59. Defendants breached their fiduciary duty owed to PETERSON, through their acts and omissions, including but not limited to failing to apprise PETERSON of the high degree of risk associated with the Entertainment Project, revealing privileged documents and communications to unauthorized third parties; failing to communicate with PETERSON; concealing material information needed to evaluate the investment; signing documents as PETERSON authorized representative; failing to notify PETERSON that Defendants were simultaneously representing parties with direct adverse interests to PETERSON; acting as counsel for the entities in which

PETERSON invested and failing to properly represent those entities causing PETERSON 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 PETERSON; failing to adequately represent PETERSON and the entities in which his funds were invested throughout the Entertainment Project offerings, investing and, and the anticipated conveyances to investors; and failing to disclose to PETERSON his investment risks in the Entertainment Project before he purchased and financed his Home.

60. Defendants knew or should have known at the time of the handling of PETERSON's 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 PETERSON or that Defendants were not capable of communicating with PETERSON and that the Defendants had a numerous conflicts of interest in handling the transactions.

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

WHEREFORE, Plaintiff, PETERSON, 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, PETERSON, sues Defendants, for an accounting and realleges and reavers the allegations set forth in paragraphs 1 through 48, and 53 and 54 above, as though fully rewritten

herein,

57. This is an action for an accounting.

58. As counsel for PETERSON, Defendants owed PETERSON a fiduciary duty and PETERSON 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 PETERSON 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 PETERSON' Entertainment Project transactions.

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

- 1) Defendants account to PETERSON for all monies received and expended related to the Entertainment Project and provide the supporting documents verifying the same;
- 2) PETERSON have judgment against defendants for any sums found to be due from Defendants; and
- 3) PETERSON 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: January 9 2012.

Simon & Sigalos, LLP
3839 NW Boca Raton Blvd, Suite 100
Boca Raton, Florida 33431
(561) 447-0017 – Phone
(561) 447-0018 – Facsimile

By: 

Michael W. Simon, Esq.
Florida Bar No. 776394

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