

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION AND :
NATIONAL FOOTBALL LEAGUE :
PLAYERS INCORPORATED, : **VERIFIED COMPLAINT**

Plaintiffs, :

-vs.- :

UPPER DECK COMPANY, LLC, :

Defendant. :

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Plaintiffs, National Football League Players Association and National Football League Players Incorporated, by and through their attorneys, DEWEY & LEBOEUF LLP, allege as follows:

1. This is a straight-forward case of serial breaches of contracts by Defendant Upper Deck Company, LLC. Specifically, this lawsuit arises out of Upper Deck’s admitted failure to make scores of payments owed to Plaintiffs National Football League Players Association and National Football League Players Incorporated under two License Agreements, two Service Agreements, and *hundreds* of Player Agreements executed between the parties. It is beyond dispute that Upper Deck entered into the contracts at issue, received the rights and services it bargained for, was invoiced for amounts it had agreed to pay (totaling almost \$1.5 million), did not contest these amounts, and did not pay. Plaintiffs therefore have causes of action for breach of contract and account stated with respect to each of the License, Service and Player Agreements alleged herein. Plaintiffs are also entitled to recover: (i) their expenses,

including reasonable attorneys' fees, incurred in bringing this action to enforce the agreements (pursuant to agreed upon indemnification provisions); (ii) certain contractually agreed upon interest; and (iii) statutory interest and costs.

PARTIES

2. Plaintiff National Football League Players Association ("NFLPA") is a non-profit corporation duly organized and existing under the laws of the Commonwealth of Virginia and is the union and exclusive collective bargaining representative of all National Football League ("NFL") players. Plaintiff NFLPA's offices are located at 1133 20th Street, N.W., Washington D.C., 20036.

3. Plaintiff National Football League Players Incorporated ("NFLPI") is a for-profit corporation duly organized and existing under the laws of the Commonwealth of Virginia and is the exclusive licensing and marketing subsidiary of Plaintiff NFLPA. Plaintiff NFLPI's offices are also located at 1133 20th Street, N.W., Suite 500, Washington D.C., 20036.

4. Defendant Upper Deck Company, LLC ("Defendant" or "Upper Deck") is a Limited Liability Company duly organized and existing under the laws of the State of Delaware, with its principal offices at 5909 Sea Otter Place, Carlsbad, CA 92010.

JURISDICTION AND VENUE

5. Defendant regularly transacts business within the State of New York, including its sale of Upper Deck products throughout the State. Defendant is therefore subject to the personal jurisdiction of this Court, pursuant to CPLR §§ 301 and 302(a).

6. Venue is proper in New York County pursuant to CPLR § 503.

7. In addition, Defendant expressly consented to the jurisdiction of the courts of the State of New York and designated the courts of the State of New York as the

proper venue for any dispute arising under the License, Service and Player Agreements at issue.

BACKGROUND

The License Agreements

8. In or around July 2007, Upper Deck entered into a retroactive License Agreement with Plaintiff NFLPA (“License Agreement One”) that granted Upper Deck the right to use the identity rights of authorized groups of six or more NFL players, as well as to use Plaintiffs NFLPA’s and NFLPI’s trademarks and names, in connection with the sale of Upper Deck sports trading cards and other specified products (the “License Agreement One Rights”). After its initial one-year term, March 1, 2007 through February 28, 2008, License Agreement One was renewed by Plaintiff NFLPA and Upper Deck on two separate occasions, with the last renewal extending the term of License Agreement One from March 1, 2009 through February 28, 2010.

9. Subsequently, on or around March 1, 2010, Upper Deck entered into a new License Agreement with the NFLPA (“License Agreement Two”) that granted Upper Deck a similar set of rights (the “License Agreement Two Rights”), and had a term through February 28, 2011. License Agreement Two was never renewed or otherwise extended.

10. Under License Agreements One and Two, Upper Deck agreed to make minimum guaranteed royalty payments to Plaintiff NFLPA *plus* a percentage of any net sales of the licensed products (*e.g.*, Upper Deck NFL trading cards) that exceeded the minimum guaranteed amounts. Both License Agreements also provided that Upper Deck

would pay Plaintiff NFLPA daily interest at the rate of one and one-half percent (1.5%) monthly for all untimely payments.

11. In addition, License Agreements One and Two required Upper Deck to indemnify Plaintiff NFLPA for its expenses, including reasonable attorneys' fees, arising out of Upper Deck's material breach of any portion of the agreements. The License Agreements both specifically provided that the indemnification provisions would survive the expiration and/or termination of the agreements.

12. As set forth below, Upper Deck breached License Agreement One by failing to pay \$5,183.57, which represents the royalties owed in excess of the minimum guaranteed payments during the final term of License Agreement One. Further, Upper Deck breached License Agreement Two by failing to pay \$150,000.00 of the minimum guaranteed royalty. Upper Deck also ignored Plaintiffs' demands for the contractually provided for interest on these amounts.

The Service Agreements

13. In tandem with entering into License Agreements One and Two with Plaintiff NFLPA, Upper Deck entered into corresponding Service Agreements with Plaintiff NFLPI. Specifically, Upper Deck entered into a Service Agreement with NFLPI effective March 1, 2007 ("Service Agreement One"), which was renewed on two separate occasions in connection with the License Agreement One renewals, thus extending the term of Service Agreement One through February 28, 2010. Then, when License Agreement Two was entered into, Upper Deck and NFLPI on the same day entered into a new Service Agreement ("Service Agreement Two"). Service Agreement Two was coterminous with License Agreement Two, thus expiring on February 28, 2011.

14. Pursuant to the Service Agreements, Plaintiff NFLPI agreed to perform services to implement the corresponding License Agreements between Upper Deck and the NFLPA. For example, NFLPI agreed to undertake the authorization and approval process required by the License Agreements and to facilitate Upper Deck's pursuit of agreements pertaining to individual NFL players. In return, Upper Deck agreed to, among other things, pay NFLPI in the form of marketing commitments to promote NFL player licensed products, including specified payments to Plaintiffs' community and charity initiatives.

15. Each Service Agreement required Upper Deck to indemnify NFLPI for its expenses, including reasonable attorneys' fees, arising out of any act or omission of Upper Deck in conjunction with those agreements. The Service Agreements' indemnification provisions, by their express terms, survive the expiration and/or termination of those agreements.

16. As set forth below, Upper Deck breached Service Agreements One and Two by failing to make contractually agreed marketing commitment payments of \$25,000.00 and \$38,710.92, respectively. Unlike the License Agreements and the Player Agreements (described below), the Service Agreements do not provide for interest on delinquent payments, and therefore Plaintiffs do not seek contractual interest on the foregoing amounts.

The Player Agreements

17. The remaining contracts at issue are 229 short-form agreements between Plaintiff NFLPI and Defendant Upper Deck, pursuant to which NFLPI would either (i) cause specified NFL players to autograph Upper Deck trading cards, stickers and/or other

substrate for a specified rate of compensation per autograph,¹ or (ii) grant Upper Deck the rights to use specified NFL players' images in specified Upper Deck products for a contractually agreed upon sum (collectively, the "Player Agreements").

18. Each of the short-form Player Agreements is expressly governed by, enforced and interpreted in accordance with the terms of the License Agreement then in effect (*i.e.*, License Agreement One or License Agreement Two). Thus, the Player Agreements incorporate the License Agreements' provisions for daily interest charges on delinquent payments as well as indemnification for NFLPI's expenses in bringing this lawsuit to enforce the Player Agreements.

19. As set forth below, Upper Deck breached a staggering 229 Player Agreements by failing to make payments that, in the aggregate, total \$1,255,358.00, before the calculation of any contractual (or statutory) interest.

20. Plaintiffs invoiced Upper Deck for the individual amounts totaling \$1,255,358.00 based upon confirmations from *Upper Deck* about the number of autographed trading cards it received pursuant to each Player Agreement. Upper Deck's confirmations, in turn, caused Plaintiffs to pay the players.

21. Plaintiffs will seek discovery into whether Upper Deck received additional autographed trading cards pursuant to the Player Agreements, *i.e.*, autographs that Upper Deck did *not* disclose to Plaintiffs. In such event, Upper Deck would owe NFLPI amounts, plus interest, in addition to those specified below, and Plaintiffs may have additional causes of action to assert against Upper Deck.

¹ For ease of reference, Plaintiffs will refer only to autographing trading cards – and not also “stickers and/or other substrate” – for the remainder of the Verified Complaint.

Upper Deck's Acknowledgement of the Amounts Owed

22. Upper Deck has not disputed the amounts due under the two License Agreements, the two Service Agreements, or the Player Agreements alleged herein.

23. Indeed, Upper Deck, through its General Counsel, Michael Bernstein, attempted to negotiate a "payment plan" with Plaintiffs' representatives, claiming that Upper Deck's financial situation was preventing timely payment of the amounts due. It became apparent during the course of the discussions that Upper Deck did not intend to honor its contractual obligations. Considering Upper Deck's recent history of flouting its legal obligations to its licensors, including, upon information and belief, admitted counterfeiting (*see Konami Digital Entm't, Inc., et al. v. Vintage Sports Cards, Inc., et al.*, No. 2:08-CV-06630 (C.D. Cal. 2010)) and millions of dollars in outstanding payments to other licensors, Plaintiffs gave up hope that Upper Deck would honor its contractual commitments and filed this lawsuit.

**CAUSE OF ACTION NUMBER ONE
BREACH OF CONTRACT-LICENSE AGREEMENT ONE**

24. Plaintiffs repeat and re-allege the preceding allegations as if fully set forth herein.

25. Under License Agreement One, Upper Deck contracted and agreed to pay Plaintiff NFLPA guaranteed payments plus a percentage of any royalty amounts that exceeded the minimum guarantees in exchange for the License Agreement One Rights. Upper Deck also agreed to pay Plaintiff NFLPA daily interest at the rate of 1.5% monthly on all payments not timely made under License Agreement One.

26. Plaintiff NFLPA fully performed under License Agreement One.

27. On or around July 23, 2010, Plaintiff NFLPA invoiced Upper Deck for \$5,183.57, which represented the royalty amount that exceeded the minimum guarantees during the last term of License Agreement One.

28. Upper Deck never communicated to NFLPA that it disputed the amount it was invoiced.

29. Upper Deck does not, in fact, dispute the amount it was invoiced.

30. Upper Deck has not paid any portion of the amount it was invoiced.

31. Upper Deck's failure to pay the invoiced amount constitutes a breach of License Agreement One.

32. As a result of Upper Deck's breach of License Agreement One, Plaintiff NFLPA has been damaged in the amount of \$5,183.57.

33. In accordance with the terms of License Agreement One, NFLPA is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of License Agreement One, and therefore NFLPA's expenses in litigating this case.

34. Further, NFLPA is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWO
BREACH OF CONTRACT-SERVICE AGREEMENT ONE

35. Plaintiffs repeat and re-allege the preceding allegations as if fully set forth herein.

36. Under Service Agreement One, Upper Deck contracted and agreed to make payments to Plaintiff NFLPI in the form of marketing commitments, including a \$50,000.00 payment to support Plaintiff NFLPI's community and charity initiatives, in

exchange for NFLPI's agreement to perform services to implement License Agreement One between Upper Deck and Plaintiff NFLPA.

37. Plaintiff NFLPI fully performed under Service Agreement One.

38. On or around February 24, 2010, Plaintiff NFLPI invoiced Upper Deck \$25,000.00, which represented a portion of the \$50,000.00 marketing commitment that was due.

39. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

40. Upper Deck does not, in fact, dispute the amount it was invoiced.

41. Upper Deck has not paid any portion of the amount it was invoiced.

42. Upper Deck's failure to pay the invoiced amount constitutes a breach of Service Agreement One.

43. As a result of Upper Deck's breach of Service Agreement One, NFLPI has been damaged in the amount of \$25,000.00.

44. In accordance with the terms of Service Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of Service Agreement One, and therefore NFLPI's expenses in litigating this case.

CAUSE OF ACTION NUMBER THREE
BREACH OF CONTRACT-LICENSE AGREEMENT TWO

45. Plaintiffs repeat and re-allege the preceding allegations as if fully set forth herein.

46. Upper Deck contracted and agreed under License Agreement Two to pay Plaintiff NFLPA minimum guaranteed payments plus a percentage of any royalty amounts that exceeded the minimum guarantees in exchange for the License Agreement

Two Rights. Upper Deck also agreed to pay Plaintiff NFLPA daily interest at the rate of 1.5% monthly on all payments not timely made under License Agreement Two.

47. Plaintiff NFLPA fully performed under License Agreement Two.

48. On or around January 7, 2011, Plaintiff NFLPA invoiced Upper Deck for \$150,000.00, which represented the minimum guaranteed payment due on January 15, 2011.

49. Upper Deck never communicated to NFLPA that it disputed the amount it was invoiced.²

50. Upper Deck does not, in fact, dispute the amount it was invoiced.

51. Upper Deck has not paid any portion of the amount it was invoiced.

52. Upper Deck's failure to pay the invoiced amount constitutes a breach of License Agreement Two.

53. As a result of Upper Deck's breach of License Agreement Two, NFLPA has been damaged in the amount of \$150,000.00.

54. In accordance with the terms of License Agreement Two, NFLPA is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of License Agreement Two, and therefore NFLPA's expenses in litigating this case.

55. Further, NFLPA is entitled to daily interest at the rate of 1.5% monthly.

² Upper Deck, in an attempt to negotiate down the aggregate amount owed under the License, Service and Player Agreements alleged herein, said that it would not pay this \$150,000 if Plaintiffs would not meet certain Upper Deck demands. But, Upper Deck did not dispute that it was contractually obligated to pay \$150,000 on January 15, 2011 under the unambiguous terms of License Agreement Two.

CAUSE OF ACTION NUMBER FOUR
BREACH OF CONTRACT-SERVICE AGREEMENT TWO

56. Plaintiffs repeat and re-allege the preceding allegations as if fully set forth herein.

57. Under Service Agreement Two, Upper Deck contracted and agreed to make payments to Plaintiff NFLPI in the form of marketing commitments, including a \$100,000.00 minimum marketing spend and \$13,710.92 in costs attributable to the on-site needs at the NFLPI's Rookie Premiere event, in exchange for NFLPI's agreement to perform services to implement License Agreement Two between Upper Deck and Plaintiff NFLPA.

58. Plaintiff NFLPI fully performed under Service Agreement Two.

59. On or around May 26, 2010, Plaintiff NFLPI invoiced Upper Deck \$25,000.00, which represented a portion of the \$100,000.00 minimum marketing spend that was due.

60. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

61. Upper Deck does not, in fact, dispute the amount it was invoiced.

62. Upper Deck has not paid any portion of the amount it was invoiced.

63. Upper Deck's failure to pay the invoiced amount constitutes a breach of Service Agreement Two.

64. On or around January 11, 2011, Plaintiff NFLPI invoiced Upper Deck \$13,710.92, which represented the fee attributable to the on-site needs at the NFLPI's Rookie Premiere event that was due.

65. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

66. Upper Deck does not, in fact, dispute the amount it was invoiced.

67. Upper Deck has not paid any portion of the amount it was invoiced.

68. Upper Deck's failure to pay the invoiced amount constitutes a breach of Service Agreement Two.

69. As a result of Upper Deck's breaches of Service Agreement Two, NFLPI has been damaged in the amount of \$38,710.92.

70. In accordance with the terms of Service Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of Service Agreement Two, and therefore NFLPI's expenses in litigating this case.

CAUSE OF ACTION NUMBER FIVE
BREACH OF CONTRACT—AARON HERNANDEZ AGREEMENT ONE

71. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

72. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Aaron Hernandez to autograph trading cards for Upper Deck ("Aaron Hernandez Agreement One").

73. NFLPI performed under this agreement.

74. Based on the number of trading cards Mr. Hernandez autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,996.00.

75. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the

\$1,996.00 that was due.

76. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

77. Upper Deck does not, in fact, dispute the amount it was invoiced.

78. Upper Deck has not paid any portion of the amount it was invoiced.

79. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Aaron Hernandez Agreement One.

80. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,996.00.

81. In accordance with the terms of the Aaron Hernandez Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

82. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIX
BREACH OF CONTRACT—AARON HERNANDEZ AGREEMENT TWO

83. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

84. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Aaron Hernandez to autograph trading cards for Upper Deck ("Aaron Hernandez Agreement Two").

85. NFLPI performed under this agreement.

86. Based on the number of trading cards Mr. Hernandez autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,040.00.

87. On or around March 8, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,040.00 that was due.

88. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

89. Upper Deck does not, in fact, dispute the amount it was invoiced.

90. Upper Deck has not paid any portion of the amount it was invoiced.

91. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Aaron Hernandez Agreement Two.

92. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,040.00.

93. In accordance with the terms of the Aaron Hernandez Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

94. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SEVEN
BREACH OF CONTRACT—AARON ROSS AGREEMENT

95. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

96. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Aaron Ross to autograph trading cards for Upper Deck (“Aaron Ross Agreement”).

97. NFLPI performed under this agreement.

98. Based on the number of trading cards Mr. Ross autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,680.00.

99. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,680.00 that was due.

100. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

101. Upper Deck does not, in fact, dispute the amount it was invoiced.

102. Upper Deck has not paid any portion of the amount it was invoiced.

103. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Aaron Ross Agreement.

104. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,680.00.

105. In accordance with the terms of the Aaron Ross Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

106. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHT
BREACH OF CONTRACT—ADRIAN PETERSON AGREEMENT ONE

107. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

108. On or around May 26, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Adrian Peterson to autograph trading cards for Upper Deck (“Adrian Peterson Agreement One”).

109. NFLPI performed under this agreement.

110. Based on the number of trading cards Mr. Peterson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$100.00.

111. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$100.00 that was due.

112. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

113. Upper Deck does not, in fact, dispute the amount it was invoiced.

114. Upper Deck has not paid any portion of the amount it was invoiced.

115. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Adrian Peterson Agreement One.

116. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$100.00.

117. In accordance with the terms of the Adrian Peterson Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

118. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINE
BREACH OF CONTRACT-ADRIAN PETERSON AGREEMENT TWO

119. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

120. On or around August 26, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Adrian Peterson to autograph trading cards for Upper Deck ("Adrian Peterson Agreement Two").

121. NFLPI performed under this agreement.

122. Based on the number of trading cards Mr. Peterson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$10,080.00.

123. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$10,080.00 that was due.

124. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

125. Upper Deck does not, in fact, dispute the amount it was invoiced.

126. Upper Deck has not paid any portion of the amount it was invoiced.

127. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Adrian Peterson Agreement Two.

128. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$10,080.00.

129. In accordance with the terms of the Adrian Peterson Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

130. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TEN
BREACH OF CONTRACT-ADRIAN PETERSON AGREEMENT THREE

131. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

132. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Adrian Peterson to autograph trading cards for Upper Deck ("Adrian Peterson Agreement Three").

133. NFLPI performed under this agreement.

134. Based on the number of trading cards Mr. Peterson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$21,420.00.

135. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$21,420.00 that was due.

136. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

137. Upper Deck does not, in fact, dispute the amount it was invoiced.

138. Upper Deck has not paid any portion of the amount it was invoiced.

139. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Adrian Peterson Agreement Three.

140. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$21,420.00.

141. In accordance with the terms of the Adrian Peterson Agreement Three, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

142. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER ELEVEN
BREACH OF CONTRACT—AJ HAWK AGREEMENT

143. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

144. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player AJ Hawk to autograph trading cards for Upper Deck ("AJ Hawk Agreement").

145. NFLPI performed under this agreement.

146. Based on the number of trading cards Mr. Hawk autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,490.00.

147. On or around January 21, 2011, March 16, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,490.00 that was due.

148. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

149. Upper Deck does not, in fact, dispute the amount it was invoiced.

150. Upper Deck has not paid any portion of the amount it was invoiced.

151. Upper Deck's failure to pay the invoiced amount constitutes a breach of the AJ Hawk Agreement.

152. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,490.00.

153. In accordance with the terms of the AJ Hawk Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

154. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWELVE
BREACH OF CONTRACT-ANDRE ROBERTS AGREEMENT

155. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

156. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Andre Roberts to autograph trading cards for Upper Deck (“Andre Roberts Agreement”).

157. NFLPI performed under this agreement.

158. Based on the number of trading cards Mr. Roberts autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$9,080.00.

159. On or around July 28, 2010, January 21, 2011 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$9,080.00 that was due.

160. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

161. Upper Deck does not, in fact, dispute the amount it was invoiced.

162. Upper Deck has not paid any portion of the amount it was invoiced.

163. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Andre Roberts Agreement.

164. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$9,080.00.

165. In accordance with the terms of the Andre Roberts Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

166. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTEEN
BREACH OF CONTRACT—ANTHONY DIXON AGREEMENT ONE

167. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

168. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Anthony Dixon to autograph trading cards for Upper Deck (“Anthony Dixon Agreement One”).

169. NFLPI performed under this agreement.

170. Based on the number of trading cards Mr. Dixon autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,994.00.

171. On or around July 21, 2010 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,994.00 that was due.

172. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

173. Upper Deck does not, in fact, dispute the amount it was invoiced.

174. Upper Deck has not paid any portion of the amount it was invoiced.

175. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Anthony Dixon Agreement One.

176. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,994.00.

177. In accordance with the terms of the Anthony Dixon Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

178. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FOURTEEN
BREACH OF CONTRACT—ANTHONY DIXON AGREEMENT TWO

179. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

180. On or around December 2, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Anthony Dixon to autograph trading cards for Upper Deck ("Anthony Dixon Agreement Two").

181. NFLPI performed under this agreement.

182. Based on the number of trading cards Mr. Anthony Dixon autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,745.00.

183. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,745.00 that was due.

184. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

185. Upper Deck does not, in fact, dispute the amount it was invoiced.

186. Upper Deck has not paid any portion of the amount it was invoiced.

187. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Anthony Dixon Agreement Two.

188. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,745.00.

189. In accordance with the terms of the Anthony Dixon Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

190. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTEEN
BREACH OF CONTRACT—ANTHONY MCCOY AGREEMENT ONE

191. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

192. On or around June 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Anthony McCoy to autograph trading cards for Upper Deck ("Anthony McCoy Agreement One").

193. NFLPI performed under this agreement.

194. Based on the number of trading cards Mr. McCoy autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,200.00.

195. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$2,200.00 that was due.

196. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

197. Upper Deck does not, in fact, dispute the amount it was invoiced.

198. Upper Deck has not paid any portion of the amount it was invoiced.

199. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Anthony McCoy Agreement One.

200. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,200.00.

201. In accordance with the terms of the Anthony McCoy Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

202. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTEEN
BREACH OF CONTRACT-ANTHONY MCCOY AGREEMENT TWO

203. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

204. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Anthony McCoy to autograph trading cards for Upper Deck ("Anthony McCoy Agreement Two").

205. NFLPI performed under this agreement.

206. Based on the number of trading cards Mr. McCoy autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$572.00.

207. On or around March 16, 2011 Plaintiff NFLPI invoiced Upper Deck for the \$572.00 that was due.

208. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

209. Upper Deck does not, in fact, dispute the amount it was invoiced.

210. Upper Deck has not paid any portion of the amount it was invoiced.

211. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Anthony McCoy Agreement Two.

212. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$572.00.

213. In accordance with the terms of the Anthony McCoy Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

214. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SEVENTEEN
BREACH OF CONTRACT-ANTONIO BROWN AGREEMENT ONE

215. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

216. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Antonio Brown to autograph trading cards for Upper Deck (“Antonio Brown Agreement One”).

217. NFLPI performed under this agreement.

218. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$500.00.

219. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$500.00 that was due.

220. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

221. Upper Deck does not, in fact, dispute the amount it was invoiced.

222. Upper Deck has not paid any portion of the amount it was invoiced.

223. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Antonio Brown Agreement One.

224. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$500.00.

225. In accordance with the terms of the Antonio Brown Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

226. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTEEN
BREACH OF CONTRACT—ANTONIO BROWN AGREEMENT TWO

227. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

228. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Antonio Brown to autograph trading cards for Upper Deck (“Antonio Brown Agreement Two”).

229. NFLPI performed under this agreement.

230. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,248.00.

231. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,248.00 that was due.

232. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

233. Upper Deck does not, in fact, dispute the amount it was invoiced.

234. Upper Deck has not paid any portion of the amount it was invoiced.

235. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Antonio Brown Agreement Two.

236. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,248.00.

237. In accordance with the terms of the Antonio Brown Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

238. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETEEN
BREACH OF CONTRACT-ANTREL ROLLE AGREEMENT

239. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

240. On or around July 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Antrel Rolle to autograph trading cards for Upper Deck ("Antrel Rolle Agreement").

241. NFLPI performed under this agreement.

242. Based on the number of trading cards Mr. Rolle autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,600.00.

243. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,600.00 that was due.

244. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

245. Upper Deck does not, in fact, dispute the amount it was invoiced.

246. Upper Deck has not paid any portion of the amount it was invoiced.

247. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Antrel Rolle Agreement.

248. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,600.00.

249. In accordance with the terms of the Antrel Rolle Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

250. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWENTY
BREACH OF CONTRACT—ARMANTI EDWARDS AGREEMENT**

251. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

252. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Armanti Edwards to autograph trading cards for Upper Deck ("Armanti Edwards Agreement").

253. NFLPI performed under this agreement.

254. Based on the number of trading cards Mr. Edwards autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,080.00.

255. On or around January 25, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,080.00 that was due.

256. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

257. Upper Deck does not, in fact, dispute the amount it was invoiced.

258. Upper Deck has not paid any portion of the amount it was invoiced.

259. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Armanti Edwards Agreement.

260. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,080.00.

261. In accordance with the terms of the Armanti Edwards Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

262. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWENTY-ONE
BREACH OF CONTRACT—ARRELIOUS BENN AGREEMENT ONE**

263. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

264. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Arrelious Benn to autograph trading cards for Upper Deck ("Arrelious Benn Agreement One").

265. NFLPI performed under this agreement.

266. Based on the number of trading cards Mr. Benn autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$10,704.00.

267. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$10,704.00 that was due.

268. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

269. Upper Deck does not, in fact, dispute the amount it was invoiced.

270. Upper Deck has not paid any portion of the amount it was invoiced.

271. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Arrelious Benn Agreement One.

272. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$10,704.00.

273. In accordance with the terms of the Arrelious Benn Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

274. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWENTY-TWO
BREACH OF CONTRACT—ARRELIOUS BENN AGREEMENT TWO

275. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

276. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Arrelious Benn to autograph trading cards for Upper Deck (“Arrelious Benn Agreement Two”).

277. NFLPI performed under this agreement.

278. Based on the number of trading cards Mr. Benn autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$6,480.00.

279. On or around December 16, 2010, January 25, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$6,480.00 that was due.

280. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

281. Upper Deck does not, in fact, dispute the amount it was invoiced.

282. Upper Deck has not paid any portion of the amount it was invoiced.

283. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Arrelious Benn Agreement Two.

284. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$6,480.00.

285. In accordance with the terms of the Arrelious Benn Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

286. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWENTY-THREE
BREACH OF CONTRACT–BEN TATE AGREEMENT ONE

287. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

288. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ben Tate to autograph trading cards for Upper Deck (“Ben Tate Agreement One”).

289. NFLPI performed under this agreement.

290. Based on the number of trading cards Mr. Tate autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$21,816.00.

291. On or around July 28, 2010, January 21, 2011, January 25, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$21,816.00 that was due.

292. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

293. Upper Deck does not, in fact, dispute the amount it was invoiced.

294. Upper Deck has not paid any portion of the amount it was invoiced.

295. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Ben Tate Agreement One.

296. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$21,816.00.

297. In accordance with the terms of the Ben Tate Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

298. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWENTY-FOUR
BREACH OF CONTRACT-BEN TATE AGREEMENT TWO

299. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

300. On or around August 13, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ben Tate to autograph trading cards for Upper Deck ("Ben Tate Agreement Two").

301. NFLPI performed under this agreement.

302. Based on the number of trading cards Mr. Tate autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$30.00.

303. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$30.00 that was due.

304. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

305. Upper Deck does not, in fact, dispute the amount it was invoiced.

306. Upper Deck has not paid any portion of the amount it was invoiced.

307. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Ben Tate Agreement Two.

308. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$30.00.

309. In accordance with the terms of the Ben Tate Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

310. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWENTY-FIVE
BREACH OF CONTRACT-BILL STULL AGREEMENT**

311. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

312. On or around August 10, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Bill Stull to autograph trading cards for Upper Deck ("Bill Stull Agreement").

313. NFLPI performed under this agreement.

314. Based on the number of trading cards Mr. Stull autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,998.00.

315. On or around December 16, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,998.00 that was due.

316. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

317. Upper Deck does not, in fact, dispute the amount it was invoiced.

318. Upper Deck has not paid any portion of the amount it was invoiced.

319. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Bill Stull Agreement.

320. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,998.00.

321. In accordance with the terms of the Bill Stull Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

322. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWENTY-SIX
BREACH OF CONTRACT-BLAIRE WHITE AGREEMENT

323. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

324. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Blaire White to autograph trading cards for Upper Deck ("Blaire White Agreement").

325. NFLPI performed under this agreement.

326. Based on the number of trading cards Mr. White autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,125.00.

327. On or around July 21, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,125.00 that was due.

328. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

329. Upper Deck does not, in fact, dispute the amount it was invoiced.

330. Upper Deck has not paid any portion of the amount it was invoiced.

331. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Blaire White Agreement.

332. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,125.00.

333. In accordance with the terms of the Blaire White Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

334. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWENTY-SEVEN
BREACH OF CONTRACT—BO SCAIFE AGREEMENT**

335. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

336. On or around July 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Bo Scaife to autograph trading cards for Upper Deck ("Bo Scaife Agreement").

337. NFLPI performed under this agreement.

338. Based on the number of trading cards Mr. Scaife autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,750.00.

339. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,750.00 that was due.

340. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

341. Upper Deck does not, in fact, dispute the amount it was invoiced.

342. Upper Deck has not paid any portion of the amount it was invoiced.

343. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Bo Scaife Agreement.

344. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,750.00.

345. In accordance with the terms of the Bo Scaife Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

346. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWENTY-EIGHT
BREACH OF CONTRACT—BRANDON LAFELL AGREEMENT

347. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

348. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brandon LaFell to autograph trading cards for Upper Deck (“Brandon LaFell Agreement”).

349. NFLPI performed under this agreement.

350. Based on the number of trading cards Mr. LaFell autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,795.00.

351. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,795.00 that was due.

352. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

353. Upper Deck does not, in fact, dispute the amount it was invoiced.

354. Upper Deck has not paid any portion of the amount it was invoiced.

355. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Brandon LaFell Agreement.

356. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,795.00.

357. In accordance with the terms of the Brandon LaFell Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

358. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER TWENTY-NINE
BREACH OF CONTRACT—BRANDON GRAHAM AGREEMENT ONE

359. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

360. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brandon Graham to autograph trading cards for Upper Deck (“Brandon Graham Agreement One”).

361. NFLPI performed under this agreement.

362. Based on the number of trading cards Mr. Graham autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,000.00.

363. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$4,000.00 that was due.

364. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

365. Upper Deck does not, in fact, dispute the amount it was invoiced.

366. Upper Deck has not paid any portion of the amount it was invoiced.

367. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Brandon Graham Agreement One.

368. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,000.00.

369. In accordance with the terms of the Brandon Graham Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

370. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY
BREACH OF CONTRACT—BRANDON GRAHAM AGREEMENT TWO

371. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

372. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brandon Graham to autograph trading cards for Upper Deck ("Brandon Graham Agreement Two").

373. NFLPI performed under this agreement.

374. Based on the number of trading cards Mr. Graham autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,800.00.

375. On or around March 8, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,800.00 that was due.

376. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

377. Upper Deck does not, in fact, dispute the amount it was invoiced.

378. Upper Deck has not paid any portion of the amount it was invoiced.

379. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Brandon Graham Agreement Two.

380. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,800.00.

381. In accordance with the terms of the Brandon Graham Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

382. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-ONE
BREACH OF CONTRACT—BRANDON MINOR AGREEMENT

383. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

384. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brandon Minor to autograph trading cards for Upper Deck ("Brandon Minor Agreement").

385. NFLPI performed under this agreement.

386. Based on the number of trading cards Mr. Minor autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,125.00.

387. On or around July 21, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,125.00 that was due.

388. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

389. Upper Deck does not, in fact, dispute the amount it was invoiced.

390. Upper Deck has not paid any portion of the amount it was invoiced.

391. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Brandon Minor Agreement.

392. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,125.00.

393. In accordance with the terms of the Brandon Minor Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

394. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-TWO
BREACH OF CONTRACT—BRANDON SPIKES AGREEMENT

395. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

396. On or around July 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brandon Spikes to autograph trading cards for Upper Deck ("Brandon Spikes Agreement").

397. NFLPI performed under this agreement.

398. Based on the number of trading cards Mr. Spikes autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,003.00.

399. On or around December 16, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,003.00 that was due.

400. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

401. Upper Deck does not, in fact, dispute the amount it was invoiced.

402. Upper Deck has not paid any portion of the amount it was invoiced.

403. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Brandon Spikes Agreement.

404. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,003.00.

405. In accordance with the terms of the Brandon Spikes Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

406. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-THREE
BREACH OF CONTRACT—BRIAN BULAGA AGREEMENT

407. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

408. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brian Bulaga to autograph trading cards for Upper Deck (“Brian Bulaga Agreement”).

409. NFLPI performed under this agreement.

410. Based on the number of trading cards Mr. Bulaga autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,407.50.

411. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,407.50 that was due.

412. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

413. Upper Deck does not, in fact, dispute the amount it was invoiced.

414. Upper Deck has not paid any portion of the amount it was invoiced.

415. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Brian Bulaga Agreement.

416. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,407.50.

417. In accordance with the terms of the Brian Bulaga Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

418. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-FOUR
BREACH OF CONTRACT–BRIAN CUSHING AGREEMENT

419. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

420. On or around August 21, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brian Cushing to autograph trading cards for Upper Deck (“Brian Cushing Agreement”).

421. NFLPI performed under this agreement.

422. Based on the number of trading cards Mr. Cushing autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$800.00.

423. On or around January 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$800.00 that was due.

424. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

425. Upper Deck does not, in fact, dispute the amount it was invoiced.

426. Upper Deck has not paid any portion of the amount it was invoiced.

427. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Brian Cushing Agreement.

428. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$800.00.

429. In accordance with the terms of the Brian Cushing Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

430. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-FIVE
BREACH OF CONTRACT—BRIAN PRICE AGREEMENT ONE

431. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

432. On or around June 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brian Price to autograph trading cards for Upper Deck ("Brian Price Agreement One").

433. NFLPI performed under this agreement.

434. Based on the number of trading cards Mr. Price autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$625.00.

435. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$625.00 that was due.

436. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

437. Upper Deck does not, in fact, dispute the amount it was invoiced.

438. Upper Deck has not paid any portion of the amount it was invoiced.

439. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Brian Price Agreement One.

440. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$625.00.

441. In accordance with the terms of the Brian Price Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

442. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER THIRTY-SIX
BREACH OF CONTRACT—BRIAN PRICE AGREEMENT TWO**

443. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

444. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brian Price to autograph trading cards for Upper Deck ("Brian Price Agreement Two").

445. NFLPI performed under this agreement.

446. Based on the number of trading cards Mr. Price autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,722.50.

447. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,722.50 that was due.

448. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

449. Upper Deck does not, in fact, dispute the amount it was invoiced.

450. Upper Deck has not paid any portion of the amount it was invoiced.

451. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Brian Price Agreement Two.

452. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,722.50.

453. In accordance with the terms of the Brian Price Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

454. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-SEVEN
BREACH OF CONTRACT—BRIAN WESTBROOK AGREEMENT ONE

455. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

456. On or around May 26, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brian Westbrook to autograph trading cards for Upper Deck ("Brian Westbrook Agreement One").

457. NFLPI performed under this agreement.

458. Based on the number of trading cards Mr. Westbrook autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$11,025.00.

459. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$11,025.00 that was due.

460. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

461. Upper Deck does not, in fact, dispute the amount it was invoiced.

462. Upper Deck has not paid any portion of the amount it was invoiced.

463. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Brian Westbrook Agreement One.

464. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$11,025.00.

465. In accordance with the terms of the Brian Westbrook Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

466. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-EIGHT
BREACH OF CONTRACT—BRIAN WESTBROOK AGREEMENT TWO

467. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

468. On or around August 14, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Brian Westbrook to autograph trading cards for Upper Deck (“Brian Westbrook Agreement Two”).

469. NFLPI performed under this agreement.

470. Based on the number of trading cards Mr. Westbrook autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,750.00.

471. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,750.00 that was due.

472. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

473. Upper Deck does not, in fact, dispute the amount it was invoiced.

474. Upper Deck has not paid any portion of the amount it was invoiced.

475. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Brian Westbrook Agreement Two.

476. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,750.00.

477. In accordance with the terms of the Brian Westbrook Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

478. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER THIRTY-NINE
BREACH OF CONTRACT—CARLOS DUNLAP AGREEMENT

479. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

480. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Carlos Dunlap to autograph trading cards for Upper Deck (“Carlos Dunlap Agreement”).

481. NFLPI performed under this agreement.

482. Based on the number of trading cards Mr. Dunlap autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$280.00.

483. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$280.00 that was due.

484. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

485. Upper Deck does not, in fact, dispute the amount it was invoiced.

486. Upper Deck has not paid any portion of the amount it was invoiced.

487. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Carlos Dunlap Agreement.

488. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$280.00.

489. In accordance with the terms of the Carlos Dunlap Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

490. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY
BREACH OF CONTRACT-CARLTON MITCHELL AGREEMENT ONE

491. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

492. On or around June 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Carlton Mitchell to autograph trading cards for Upper Deck ("Carlton Mitchell Agreement One").

493. NFLPI performed under this agreement.

494. Based on the number of trading cards Mr. Mitchell autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$500.00.

495. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$500.00 that was due.

496. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

497. Upper Deck does not, in fact, dispute the amount it was invoiced.

498. Upper Deck has not paid any portion of the amount it was invoiced.

499. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Carlton Mitchell Agreement One.

500. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$500.00.

501. In accordance with the terms of the Carlton Mitchell Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

502. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-ONE
BREACH OF CONTRACT-CARLTON MITCHELL AGREEMENT TWO

503. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

504. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Carlton Mitchell to autograph trading cards for Upper Deck ("Carlton Mitchell Agreement Two").

505. NFLPI performed under this agreement.

506. Based on the number of trading cards Mr. Mitchell autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,926.00.

507. On or around January 25, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,926.00 that was due.

508. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

509. Upper Deck does not, in fact, dispute the amount it was invoiced.

510. Upper Deck has not paid any portion of the amount it was invoiced.

511. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Carlton Mitchell Agreement Two.

512. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,926.00.

513. In accordance with the terms of the Carlton Mitchell Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

514. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-TWO
BREACH OF CONTRACT—CHAD HENNE AGREEMENT

515. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

516. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Chad Henne to autograph trading cards for Upper Deck ("Chad Henne Agreement").

517. NFLPI performed under this agreement.

518. Based on the number of trading cards Mr. Henne autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,475.00.

519. On or around March 16, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,475.00 that was due.

520. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

521. Upper Deck does not, in fact, dispute the amount it was invoiced.

522. Upper Deck has not paid any portion of the amount it was invoiced.

523. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Chad Henne Agreement.

524. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,475.00.

525. In accordance with the terms of the Chad Henne Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

526. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-THREE
BREACH OF CONTRACT—CHARLES SCOTT AGREEMENT ONE

527. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

528. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Charles Scott to autograph trading cards for Upper Deck ("Charles Scott Agreement One").

529. NFLPI performed under this agreement.

530. Based on the number of trading cards Mr. Scott autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,000.00.

531. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$3,000.00 that was due.

532. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

533. Upper Deck does not, in fact, dispute the amount it was invoiced.

534. Upper Deck has not paid any portion of the amount it was invoiced.

535. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Charles Scott Agreement One.

536. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,000.00.

537. In accordance with the terms of the Charles Scott Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

538. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-FOUR
BREACH OF CONTRACT-CHARLES SCOTT AGREEMENT TWO

539. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

540. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Charles Scott to autograph trading cards for Upper Deck (“Charles Scott Agreement Two”).

541. NFLPI performed under this agreement.

542. Based on the number of trading cards Mr. Scott autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,100.00.

543. On or around January 25, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,100.00 that was due.

544. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

545. Upper Deck does not, in fact, dispute the amount it was invoiced.

546. Upper Deck has not paid any portion of the amount it was invoiced.

547. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Charles Scott Agreement Two.

548. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,100.00.

549. In accordance with the terms of the Charles Scott Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

550. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-FIVE
BREACH OF CONTRACT—CHRIS BROWN AGREEMENT

551. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

552. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Chris Brown to autograph trading cards for Upper Deck (“Chris Brown Agreement”).

553. NFLPI performed under this agreement.

554. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,498.50.

555. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,498.50 that was due.

556. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

557. Upper Deck does not, in fact, dispute the amount it was invoiced.

558. Upper Deck has not paid any portion of the amount it was invoiced.

559. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Chris Brown Agreement.

560. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,498.50.

561. In accordance with the terms of the Chris Brown Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

562. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-SIX
BREACH OF CONTRACT-CHRIS MCGAHA AGREEMENT

563. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

564. On or around June 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Chris McGaha to autograph trading cards for Upper Deck ("Chris McGaha Agreement").

565. NFLPI performed under this agreement.

566. Based on the number of trading cards Mr. McGaha autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,500.00.

567. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,500.00 that was due.

568. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

569. Upper Deck does not, in fact, dispute the amount it was invoiced.

570. Upper Deck has not paid any portion of the amount it was invoiced.

571. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Chris McGaha Agreement.

572. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,500.00.

573. In accordance with the terms of the Chris McGaha Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

574. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-SEVEN
BREACH OF CONTRACT—CHRIS SIMMS AGREEMENT

575. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

576. On or around September 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Chris Simms to autograph trading cards for Upper Deck ("Chris Simms Agreement").

577. NFLPI performed under this agreement.

578. Based on the number of trading cards Mr. Simms autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,500.00.

579. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,500.00 that was due.

580. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

581. Upper Deck does not, in fact, dispute the amount it was invoiced.

582. Upper Deck has not paid any portion of the amount it was invoiced.

583. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Chris Simms Agreement.

584. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,500.00.

585. In accordance with the terms of the Chris Simms Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

586. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER FORTY-EIGHT
BREACH OF CONTRACT-CHRIS WELLS AGREEMENT ONE**

587. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

588. On or around May 12, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Chris Wells to autograph trading cards for Upper Deck ("Chris Wells Agreement One").

589. NFLPI performed under this agreement.

590. Based on the number of trading cards Mr. Wells autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$507.50.

591. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$507.50 that was due.

592. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

593. Upper Deck does not, in fact, dispute the amount it was invoiced.

594. Upper Deck has not paid any portion of the amount it was invoiced.

595. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Chris Wells Agreement One.

596. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$507.50.

597. In accordance with the terms of the Chris Wells Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

598. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FORTY-NINE
BREACH OF CONTRACT-CHRIS WELLS AGREEMENT TWO

599. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

600. On or around August 24, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Chris Wells to autograph trading cards for Upper Deck (“Chris Wells Agreement Two”).

601. NFLPI performed under this agreement.

602. Based on the number of trading cards Mr. Wells autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$402.50.

603. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$402.50 that was due.

604. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

605. Upper Deck does not, in fact, dispute the amount it was invoiced.

606. Upper Deck has not paid any portion of the amount it was invoiced.

607. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Chris Wells Agreement Two.

608. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$402.50.

609. In accordance with the terms of the Chris Wells Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

610. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY
BREACH OF CONTRACT—CJ SPILLER AGREEMENT

611. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

612. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player CJ Spiller to autograph trading cards for Upper Deck (“CJ Spiller Agreement”).

613. NFLPI performed under this agreement.

614. Based on the number of trading cards Mr. Spiller autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$21,960.00.

615. On or around July 28, 2010, December 16, 2010 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$21,960.00 that was due.

616. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

617. Upper Deck does not, in fact, dispute the amount it was invoiced.

618. Upper Deck has not paid any portion of the amount it was invoiced.

619. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the CJ Spiller Agreement.

620. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$21,960.00.

621. In accordance with the terms of the CJ Spiller Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

622. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-ONE
BREACH OF CONTRACT—COLT MCCOY AGREEMENT ONE

623. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

624. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Colt McCoy to autograph trading cards for Upper Deck ("Colt McCoy Agreement One").

625. NFLPI performed under this agreement.

626. Based on the number of trading cards Mr. McCoy autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$24,489.00.

627. On or around July 28, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$24,489.00 that was due.

628. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

629. Upper Deck does not, in fact, dispute the amount it was invoiced.

630. Upper Deck has not paid any portion of the amount it was invoiced.

631. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Colt McCoy Agreement One.

632. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$24,489.00.

633. In accordance with the terms of the Colt McCoy Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

634. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-TWO
BREACH OF CONTRACT—COLT MCCOY AGREEMENT TWO

635. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

636. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Colt McCoy to autograph trading cards for Upper Deck ("Colt McCoy Agreement Two").

637. NFLPI performed under this agreement.

638. Based on the number of trading cards Mr. McCoy autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$11,961.00.

639. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$11,961.00 that was due.

640. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

641. Upper Deck does not, in fact, dispute the amount it was invoiced.

642. Upper Deck has not paid any portion of the amount it was invoiced.

643. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Colt McCoy Agreement Two.

644. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$11,961.00.

645. In accordance with the terms of the Colt McCoy Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

646. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-THREE
BREACH OF CONTRACT-CORY REDDING AGREEMENT

647. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

648. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Cory Redding to autograph trading cards for Upper Deck ("Cory Redding Agreement").

649. NFLPI performed under this agreement.

650. Based on the number of trading cards Mr. Redding autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

651. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,000.00 that was due.

652. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

653. Upper Deck does not, in fact, dispute the amount it was invoiced.

654. Upper Deck has not paid any portion of the amount it was invoiced.

655. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Cory Redding Agreement.

656. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,000.00.

657. In accordance with the terms of the Cory Redding Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

658. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER FIFTY-FOUR
BREACH OF CONTRACT-DALLAS CLARK AGREEMENT ONE**

659. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

660. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dallas Clark to autograph trading cards for Upper Deck ("Dallas Clark Agreement One").

661. NFLPI performed under this agreement.

662. Based on the number of trading cards Mr. Clark autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,576.00.

663. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,576.00 that was due.

664. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

665. Upper Deck does not, in fact, dispute the amount it was invoiced.

666. Upper Deck has not paid any portion of the amount it was invoiced.

667. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dallas Clark Agreement One.

668. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,576.00.

669. In accordance with the terms of the Dallas Clark Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

670. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-FIVE
BREACH OF CONTRACT-DALLAS CLARK AGREEMENT TWO

671. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

672. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dallas Clark to autograph trading cards for Upper Deck (“Dallas Clark Agreement Two”).

673. NFLPI performed under this agreement.

674. Based on the number of trading cards Mr. Clark autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$495.00.

675. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$495.00 that was due.

676. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

677. Upper Deck does not, in fact, dispute the amount it was invoiced.

678. Upper Deck has not paid any portion of the amount it was invoiced.

679. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Dallas Clark Agreement Two.

680. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$495.00.

681. In accordance with the terms of the Dallas Clark Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

682. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-SIX
BREACH OF CONTRACT–DAMIAN WILLIAMS AGREEMENT ONE

683. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

684. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Damian Williams to autograph trading cards for Upper Deck (“Damian Williams Agreement One”).

685. NFLPI performed under this agreement.

686. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$12,380.00.

687. On or around July 28, 2010 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$12,380.00 that was due.

688. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

689. Upper Deck does not, in fact, dispute the amount it was invoiced.

690. Upper Deck has not paid any portion of the amount it was invoiced.

691. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Damian Williams Agreement One.

692. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$12,380.00.

693. In accordance with the terms of the Damian Williams Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

694. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-SEVEN
BREACH OF CONTRACT-DAMIAN WILLIAMS AGREEMENT TWO

695. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

696. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Damian Williams to autograph trading cards for Upper Deck ("Damian Williams Agreement Two").

697. NFLPI performed under this agreement.

698. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,556.00.

699. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,556.00 that was due.

700. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

701. Upper Deck does not, in fact, dispute the amount it was invoiced.

702. Upper Deck has not paid any portion of the amount it was invoiced.

703. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Damian Williams Agreement Two.

704. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,556.00.

705. In accordance with the terms of the Damian Williams Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

706. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-EIGHT
BREACH OF CONTRACT—DAN LEFEVOUR AGREEMENT

707. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

708. On or around August 30, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dan LeFevour to autograph trading cards for Upper Deck ("Dan LeFevour Agreement").

709. NFLPI performed under this agreement.

710. Based on the number of trading cards Mr. LeFevour autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,336.00.

711. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,336.00 that was due.

712. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

713. Upper Deck does not, in fact, dispute the amount it was invoiced.

714. Upper Deck has not paid any portion of the amount it was invoiced.

715. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dan LeFevour Agreement.

716. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,336.00.

717. In accordance with the terms of the Dan LeFevour Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

718. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER FIFTY-NINE
BREACH OF CONTRACT—DAN MARINO AGREEMENT

719. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

720. On or around May 27, 2008, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby NFLPI granted Upper Deck the right to use Dan Marino's image in connection with the sale of Upper Deck products ("Dan Marino Agreement").

721. NFLPI performed under this agreement.

722. In exchange for the use of Mr. Marino's image in connection with the sale of Upper Deck products, Upper Deck agreed to pay NFLPI \$10,000.00.

723. On or around October 27, 2009, Plaintiff NFLPI invoiced Upper Deck for the \$10,000.00 that was due.

724. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

725. Upper Deck does not, in fact, dispute the amount it was invoiced.

726. Upper Deck has not paid any portion of the amount it was invoiced.

727. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dan Marino Agreement.

728. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$10,000.00.

729. In accordance with the terms of the Dan Marino Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

730. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY
BREACH OF CONTRACT-DAN WILLIAMS AGREEMENT ONE

731. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

732. On or around July 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player

Dan Williams to autograph trading cards for Upper Deck (“Dan Williams Agreement One”).

733. NFLPI performed under this agreement.

734. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$350.00.

735. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$350.00 that was due.

736. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

737. Upper Deck does not, in fact, dispute the amount it was invoiced.

738. Upper Deck has not paid any portion of the amount it was invoiced.

739. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Dan Williams Agreement One.

740. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$350.00.

741. In accordance with the terms of the Dan Williams Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

742. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-ONE
BREACH OF CONTRACT–DAN WILLIAMS AGREEMENT TWO

743. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

744. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dan Williams to autograph trading cards for Upper Deck (“Dan Williams Agreement Two”).

745. NFLPI performed under this agreement.

746. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,722.50.

747. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,722.50 that was due.

748. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

749. Upper Deck does not, in fact, dispute the amount it was invoiced.

750. Upper Deck has not paid any portion of the amount it was invoiced.

751. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Dan Williams Agreement Two.

752. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,722.50.

753. In accordance with the terms of the Dan Williams Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out

of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

754. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-TWO
BREACH OF CONTRACT–DARYLL CLARK AGREEMENT

755. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

756. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Daryll Clark to autograph trading cards for Upper Deck ("Daryll Clark Agreement").

757. NFLPI performed under this agreement.

758. Based on the number of trading cards Mr. Clark autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,600.00.

759. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,600.00 that was due.

760. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

761. Upper Deck does not, in fact, dispute the amount it was invoiced.

762. Upper Deck has not paid any portion of the amount it was invoiced.

763. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Daryll Clark Agreement.

764. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,600.00.

765. In accordance with the terms of the Daryll Clark Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

766. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-THREE
BREACH OF CONTRACT-DAVID NELSON AGREEMENT

767. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

768. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player David Nelson to autograph trading cards for Upper Deck ("David Nelson Agreement").

769. NFLPI performed under this agreement.

770. Based on the number of trading cards Mr. Nelson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,928.00.

771. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,928.00 that was due.

772. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

773. Upper Deck does not, in fact, dispute the amount it was invoiced.

774. Upper Deck has not paid any portion of the amount it was invoiced.

775. Upper Deck's failure to pay the invoiced amount constitutes a breach of the David Nelson Agreement.

776. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,928.00.

777. In accordance with the terms of the David Nelson Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

778. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-FOUR
BREACH OF CONTRACT-DAVID REED AGREEMENT ONE

779. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

780. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player David Reed to autograph trading cards for Upper Deck ("David Reed Agreement One").

781. NFLPI performed under this agreement.

782. Based on the number of trading cards Mr. Reed autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$500.00.

783. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$500.00 that was due.

784. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

785. Upper Deck does not, in fact, dispute the amount it was invoiced.

786. Upper Deck has not paid any portion of the amount it was invoiced.

787. Upper Deck's failure to pay the invoiced amount constitutes a breach of the David Reed Agreement One.

788. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$500.00.

789. In accordance with the terms of the David Reed Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

790. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-FIVE
BREACH OF CONTRACT-DAVID REED AGREEMENT TWO

791. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

792. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player David Reed to autograph trading cards for Upper Deck ("David Reed Agreement Two").

793. NFLPI performed under this agreement.

794. Based on the number of trading cards Mr. Reed autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,378.00.

795. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,378.00 that was due.

796. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

797. Upper Deck does not, in fact, dispute the amount it was invoiced.

798. Upper Deck has not paid any portion of the amount it was invoiced.

799. Upper Deck's failure to pay the invoiced amount constitutes a breach of the David Reed Agreement Two.

800. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,378.00.

801. In accordance with the terms of the David Reed Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

802. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-SIX
BREACH OF CONTRACT-DEMARIUS THOMAS AGREEMENT ONE

803. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

804. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Demaryius Thomas to autograph trading cards for Upper Deck (“Demaryius Thomas Agreement One”).

805. NFLPI performed under this agreement.

806. Based on the number of trading cards Mr. Thomas autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$16,232.00.

807. On or around July 28, 2010, January 21, 2011, January 25, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$16,232.00 that was due.

808. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

809. Upper Deck does not, in fact, dispute the amount it was invoiced.

810. Upper Deck has not paid any portion of the amount it was invoiced.

811. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Demaryius Thomas Agreement One.

812. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$16,232.00.

813. In accordance with the terms of the Demaryius Thomas Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

814. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-SEVEN
BREACH OF CONTRACT—DEMARIYUS THOMAS AGREEMENT TWO

815. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

816. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Demaryius Thomas to autograph trading cards for Upper Deck (“Demaryius Thomas Agreement Two”).

817. NFLPI performed under this agreement.

818. Based on the number of trading cards Mr. Thomas autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$7,056.00.

819. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$7,056.00 that was due.

820. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

821. Upper Deck does not, in fact, dispute the amount it was invoiced.

822. Upper Deck has not paid any portion of the amount it was invoiced.

823. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Demaryius Thomas Agreement Two.

824. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$7,056.00.

825. In accordance with the terms of the Demaryius Thomas Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

826. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-EIGHT
BREACH OF CONTRACT—DENNIS PITTA AGREEMENT ONE

827. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

828. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dennis Pitta to autograph trading cards for Upper Deck ("Dennis Pitta Agreement One").

829. NFLPI performed under this agreement.

830. Based on the number of trading cards Mr. Pitta autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,494.00.

831. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,494.00 that was due.

832. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

833. Upper Deck does not, in fact, dispute the amount it was invoiced.

834. Upper Deck has not paid any portion of the amount it was invoiced.

835. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dennis Pitta Agreement One.

836. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,494.00.

837. In accordance with the terms of the Dennis Pitta Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

838. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SIXTY-NINE
BREACH OF CONTRACT—DENNIS PITTA AGREEMENT TWO

839. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

840. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dennis Pitta to autograph trading cards for Upper Deck ("Dennis Pitta Agreement Two").

841. NFLPI performed under this agreement.

842. Based on the number of trading cards Mr. Pitta autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$278.00.

843. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$278.00 that was due.

844. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

845. Upper Deck does not, in fact, dispute the amount it was invoiced.

846. Upper Deck has not paid any portion of the amount it was invoiced.

847. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dennis Pitta Agreement Two.

848. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$278.00.

849. In accordance with the terms of the Dennis Pitta Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

850. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SEVENTY
BREACH OF CONTRACT-DERRICK JOHNSON AGREEMENT

851. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

852. On or around August 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Derrick Johnson to autograph trading cards for Upper Deck ("Derrick Johnson Agreement").

853. NFLPI performed under this agreement.

854. Based on the number of trading cards Mr. Johnson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,710.00.

855. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,710.00 that was due.

856. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

857. Upper Deck does not, in fact, dispute the amount it was invoiced.

858. Upper Deck has not paid any portion of the amount it was invoiced.

859. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Derrick Johnson Agreement.

860. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,710.00.

861. In accordance with the terms of the Derrick Johnson Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

862. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SEVENTY-ONE
BREACH OF CONTRACT-DERRICK MORGAN AGREEMENT ONE

863. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

864. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Derrick Morgan to autograph trading cards for Upper Deck (“Derrick Morgan Agreement One”).

865. NFLPI performed under this agreement.

866. Based on the number of trading cards Mr. Morgan autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,200.00.

867. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$3,200.00 that was due.

868. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

869. Upper Deck does not, in fact, dispute the amount it was invoiced.

870. Upper Deck has not paid any portion of the amount it was invoiced.

871. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Derrick Morgan Agreement One.

872. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$3,200.00.

873. In accordance with the terms of the Derrick Morgan Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

874. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SEVENTY-TWO
BREACH OF CONTRACT–DERRICK MORGAN AGREEMENT TWO

875. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

876. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Derrick Morgan to autograph trading cards for Upper Deck (“Derrick Morgan Agreement Two”).

877. NFLPI performed under this agreement.

878. Based on the number of trading cards Mr. Morgan autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,144.00.

879. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,144.00 that was due.

880. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

881. Upper Deck does not, in fact, dispute the amount it was invoiced.

882. Upper Deck has not paid any portion of the amount it was invoiced.

883. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Derrick Morgan Agreement Two.

884. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$3,144.00.

885. In accordance with the terms of the Derrick Morgan Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

886. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SEVENTY-THREE
BREACH OF CONTRACT-DESEAN JACKSON AGREEMENT

887. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

888. On or around September 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player DeSean Jackson to autograph trading cards for Upper Deck ("DeSean Jackson Agreement").

889. NFLPI performed under this agreement.

890. Based on the number of trading cards Mr. Jackson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,834.00.

891. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,834.00 that was due.

892. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

893. Upper Deck does not, in fact, dispute the amount it was invoiced.

894. Upper Deck has not paid any portion of the amount it was invoiced.

895. Upper Deck's failure to pay the invoiced amount constitutes a breach of the DeSean Jackson Agreement.

896. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,834.00.

897. In accordance with the terms of the DeSean Jackson Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

898. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER SEVENTY-FOUR
BREACH OF CONTRACT—DEXTER MCCLUSTER AGREEMENT**

899. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

900. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dexter McCluster to autograph trading cards for Upper Deck ("Dexter McCluster Agreement").

901. NFLPI performed under this agreement.

902. Based on the number of trading cards Mr. McCluster autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$13,944.00.

903. On or around July 28, 2010 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$13,944.00 that was due.

904. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

905. Upper Deck does not, in fact, dispute the amount it was invoiced.

906. Upper Deck has not paid any portion of the amount it was invoiced.

907. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dexter McCluster Agreement.

908. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$13,944.00.

909. In accordance with the terms of the Dexter McCluster Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

910. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER SEVENTY-FIVE
BREACH OF CONTRACT-DEZ BRYANT AGREEMENT**

911. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

912. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dez Bryant to autograph trading cards for Upper Deck ("Dez Bryant Agreement").

913. NFLPI performed under this agreement.

914. Based on the number of trading cards Mr. Bryant autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$22,875.00.

915. On or around July 28, 2010, January 21, 2011, March 16, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$22,875.00 that was due.

916. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

917. Upper Deck does not, in fact, dispute the amount it was invoiced.

918. Upper Deck has not paid any portion of the amount it was invoiced.

919. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dez Bryant Agreement.

920. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$22,875.00.

921. In accordance with the terms of the Dez Bryant Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

922. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER SEVENTY-SIX
BREACH OF CONTRACT-DEZMON BRISCOE AGREEMENT ONE**

923. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

924. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dezmon Briscoe to autograph trading cards for Upper Deck (“Dezmon Briscoe Agreement One”).

925. NFLPI performed under this agreement.

926. Based on the number of trading cards Mr. Briscoe autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,498.50.

927. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,498.50 that was due.

928. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

929. Upper Deck does not, in fact, dispute the amount it was invoiced.

930. Upper Deck has not paid any portion of the amount it was invoiced.

931. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Dezmon Briscoe Agreement One.

932. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,498.50.

933. In accordance with the terms of the Dezmon Briscoe Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

934. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER SEVENTY-SEVEN
BREACH OF CONTRACT–DEZMON BRISCOE AGREEMENT TWO

935. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

936. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dezmon Briscoe to autograph trading cards for Upper Deck (“Dezmon Briscoe Agreement Two”).

937. NFLPI performed under this agreement.

938. Based on the number of trading cards Mr. Briscoe autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,050.00.

939. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,050.00 that was due.

940. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

941. Upper Deck does not, in fact, dispute the amount it was invoiced.

942. Upper Deck has not paid any portion of the amount it was invoiced.

943. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Dezmon Briscoe Agreement Two.

944. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,050.00.

945. In accordance with the terms of the Dezmon Briscoe Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

946. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER SEVENTY-EIGHT
BREACH OF CONTRACT–DREW BREES AGREEMENT**

947. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

948. On or around July 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Drew Brees to autograph trading cards for Upper Deck ("Drew Brees Agreement").

949. NFLPI performed under this agreement.

950. Based on the number of trading cards Mr. Brees autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$14,100.00.

951. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$14,100.00 that was due.

952. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

953. Upper Deck does not, in fact, dispute the amount it was invoiced.

954. Upper Deck has not paid any portion of the amount it was invoiced.

955. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Drew Brees Agreement.

956. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$14,100.00.

957. In accordance with the terms of the Drew Brees Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

958. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER SEVENTY-NINE
BREACH OF CONTRACT—DWAYNE BOWE AGREEMENT**

959. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

960. On or around July 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Dwayne Bowe to autograph trading cards for Upper Deck ("Dwayne Bowe Agreement").

961. NFLPI performed under this agreement.

962. Based on the number of trading cards Mr. Bowe autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,281.50.

963. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,281.50 that was due.

964. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

965. Upper Deck does not, in fact, dispute the amount it was invoiced.

966. Upper Deck has not paid any portion of the amount it was invoiced.

967. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Dwayne Bowe Agreement.

968. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,281.50.

969. In accordance with the terms of the Dwayne Bowe Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

970. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTY
BREACH OF CONTRACT-EARL THOMAS AGREEMENT ONE

971. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

972. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Earl Thomas to autograph trading cards for Upper Deck ("Earl Thomas Agreement One").

973. NFLPI performed under this agreement.

974. Based on the number of trading cards Mr. Thomas autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

975. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,000.00 that was due.

976. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

977. Upper Deck does not, in fact, dispute the amount it was invoiced.

978. Upper Deck has not paid any portion of the amount it was invoiced.

979. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Earl Thomas Agreement One.

980. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,000.00.

981. In accordance with the terms of the Earl Thomas Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

982. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTY-ONE
BREACH OF CONTRACT-EARL THOMAS AGREEMENT TWO

983. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

984. On or around February 18, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Earl Thomas to autograph trading cards for Upper Deck (“Earl Thomas Agreement Two”).

985. NFLPI performed under this agreement.

986. Based on the number of trading cards Mr. Thomas autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,196.00.

987. On or around June 20, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,196.00 that was due.

988. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

989. Upper Deck does not, in fact, dispute the amount it was invoiced.

990. Upper Deck has not paid any portion of the amount it was invoiced.

991. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Earl Thomas Agreement Two.

992. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$5,196.00.

993. In accordance with the terms of the Earl Thomas Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

994. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTY-TWO
BREACH OF CONTRACT—ED DICKSON AGREEMENT ONE

995. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

996. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ed Dickson to autograph trading cards for Upper Deck (“Ed Dickson Agreement One”).

997. NFLPI performed under this agreement.

998. Based on the number of trading cards Mr. Dickson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,500.00.

999. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$2,500.00 that was due.

1000. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1001. Upper Deck does not, in fact, dispute the amount it was invoiced.

1002. Upper Deck has not paid any portion of the amount it was invoiced.

1003. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Ed Dickson Agreement One.

1004. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,500.00.

1005. In accordance with the terms of the Ed Dickson Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1006. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTY-THREE
BREACH OF CONTRACT—ED DICKSON AGREEMENT TWO

1007. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1008. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ed Dickson to autograph trading cards for Upper Deck ("Ed Dickson Agreement Two").

1009. NFLPI performed under this agreement.

1010. Based on the number of trading cards Mr. Dickson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$325.00.

1011. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$325.00 that was due.

1012. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1013. Upper Deck does not, in fact, dispute the amount it was invoiced.

1014. Upper Deck has not paid any portion of the amount it was invoiced.

1015. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Ed Dickson Agreement Two.

1016. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$325.00.

1017. In accordance with the terms of the Ed Dickson Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1018. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER EIGHTY-FOUR
BREACH OF CONTRACT—ELI MANNING AGREEMENT**

1019. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1020. On or around May 19, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Eli Manning to autograph trading cards for Upper Deck ("Eli Manning Agreement").

1021. NFLPI performed under this agreement.

1022. Based on the number of trading cards Mr. Manning autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$22,924.80.

1023. On or around January 25, 2011, March 16, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$22,924.80 that was due.

1024. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1025. Upper Deck does not, in fact, dispute the amount it was invoiced.

1026. Upper Deck has not paid any portion of the amount it was invoiced.

1027. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Eli Manning Agreement.

1028. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$22,924.80.

1029. In accordance with the terms of the Eli Manning Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1030. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER EIGHTY-FIVE
BREACH OF CONTRACT-EMMANUEL SANDERS AGREEMENT**

1031. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1032. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Emmanuel Sanders to autograph trading cards for Upper Deck ("Emmanuel Sanders Agreement").

1033. NFLPI performed under this agreement.

1034. Based on the number of trading cards Mr. Sanders autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,367.00.

1035. On or around July 28, 2010 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,367.00 that was due.

1036. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1037. Upper Deck does not, in fact, dispute the amount it was invoiced.

1038. Upper Deck has not paid any portion of the amount it was invoiced.

1039. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Emmanuel Sanders Agreement.

1040. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$5,367.00.

1041. In accordance with the terms of the Emmanuel Sanders Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1042. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTY-SIX
BREACH OF CONTRACT-ERIC DECKER AGREEMENT

1043. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1044. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Eric Decker to autograph trading cards for Upper Deck ("Eric Decker Agreement").

1045. NFLPI performed under this agreement.

1046. Based on the number of trading cards Mr. Decker autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,276.00.

1047. On or around January 25, 2011, March 8, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,276.00 that was due.

1048. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1049. Upper Deck does not, in fact, dispute the amount it was invoiced.

1050. Upper Deck has not paid any portion of the amount it was invoiced.

1051. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Eric Decker Agreement.

1052. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$4,276.00.

1053. In accordance with the terms of the Eric Decker Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1054. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTY-SEVEN
BREACH OF CONTRACT—FRANK GORE AGREEMENT

1055. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1056. On or around July 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Frank Gore to autograph trading cards for Upper Deck (“Frank Gore Agreement”).

1057. NFLPI performed under this agreement.

1058. Based on the number of trading cards Mr. Gore autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,171.00.

1059. On or around December 16, 2010 and January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,171.00 that was due.

1060. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1061. Upper Deck does not, in fact, dispute the amount it was invoiced.

1062. Upper Deck has not paid any portion of the amount it was invoiced.

1063. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Frank Gore Agreement.

1064. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,171.00.

1065. In accordance with the terms of the Frank Gore Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1066. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER EIGHTY-EIGHT
BREACH OF CONTRACT–GARRETT GRAHAM AGREEMENT ONE

1067. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1068. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Garrett Graham to autograph trading cards for Upper Deck (“Garrett Graham Agreement One”).

1069. NFLPI performed under this agreement.

1070. Based on the number of trading cards Mr. Graham autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,496.00.

1071. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,496.00 that was due.

1072. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1073. Upper Deck does not, in fact, dispute the amount it was invoiced.

1074. Upper Deck has not paid any portion of the amount it was invoiced.

1075. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Garrett Graham Agreement One.

1076. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,496.00.

1077. In accordance with the terms of the Garrett Graham Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement

Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1078. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER EIGHTY-NINE
BREACH OF CONTRACT-GARRETT GRAHAM AGREEMENT TWO**

1079. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1080. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Garrett Graham to autograph trading cards for Upper Deck ("Garrett Graham Agreement Two").

1081. NFLPI performed under this agreement.

1082. Based on the number of trading cards Mr. Graham autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$276.00.

1083. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$276.00 that was due.

1084. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1085. Upper Deck does not, in fact, dispute the amount it was invoiced.

1086. Upper Deck has not paid any portion of the amount it was invoiced.

1087. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Garrett Graham Agreement Two.

1088. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$276.00.

1089. In accordance with the terms of the Garrett Graham Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1090. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER NINETY
BREACH OF CONTRACT—GERALD MCCOY AGREEMENT**

1091. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1092. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Gerald McCoy to autograph trading cards for Upper Deck ("Gerald McCoy Agreement").

1093. NFLPI performed under this agreement.

1094. Based on the number of trading cards Mr. McCoy autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$12,943.00.

1095. On or around July 28, 2010, December 16, 2010 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$12,943.00 that was due.

1096. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1097. Upper Deck does not, in fact, dispute the amount it was invoiced.

1098. Upper Deck has not paid any portion of the amount it was invoiced.

1099. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Gerald McCoy Agreement.

1100. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$12,943.00.

1101. In accordance with the terms of the Gerald McCoy Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1102. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETY-ONE
BREACH OF CONTRACT—GOLDEN TATE AGREEMENT ONE

1103. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1104. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Golden Tate to autograph trading cards for Upper Deck ("Golden Tate Agreement One").

1105. NFLPI performed under this agreement.

1106. Based on the number of trading cards Mr. Tate autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$13,404.00.

1107. On or around July 28, 2010, January 21, 2011, March 16, 2011 and June 20, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$13,404.00 that was due.

1108. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1109. Upper Deck does not, in fact, dispute the amount it was invoiced.

1110. Upper Deck has not paid any portion of the amount it was invoiced.

1111. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Golden Tate Agreement One.

1112. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$13,404.00.

1113. In accordance with the terms of the Golden Tate Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1114. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETY-TWO
BREACH OF CONTRACT-GOLDEN TATE AGREEMENT TWO

1115. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1116. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Golden Tate to autograph trading cards for Upper Deck ("Golden Tate Agreement Two").

1117. NFLPI performed under this agreement.

1118. Based on the number of trading cards Mr. Tate autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$9,090.00.

1119. On or around March 8, 2011 and June 20, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$9,090.00 that was due.

1120. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1121. Upper Deck does not, in fact, dispute the amount it was invoiced.

1122. Upper Deck has not paid any portion of the amount it was invoiced.

1123. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Golden Tate Agreement Two.

1124. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$9,090.00.

1125. In accordance with the terms of the Golden Tate Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1126. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETY-THREE
BREACH OF CONTRACT—GREG JENNINGS AGREEMENT

1127. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1128. On or around September 16, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Greg Jennings to autograph trading cards for Upper Deck (“Greg Jennings Agreement”).

1129. NFLPI performed under this agreement.

1130. Based on the number of trading cards Mr. Jennings autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,640.00.

1131. On or around December 16, 2010, January 25, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,640.00 that was due.

1132. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1133. Upper Deck does not, in fact, dispute the amount it was invoiced.

1134. Upper Deck has not paid any portion of the amount it was invoiced.

1135. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Greg Jennings Agreement.

1136. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,640.00.

1137. In accordance with the terms of the Greg Jennings Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1138. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER NINETY-FOUR
BREACH OF CONTRACT-HEATH MILLER AGREEMENT**

1139. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1140. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Heath Miller to autograph trading cards for Upper Deck (“Heath Miller Agreement”).

1141. NFLPI performed under this agreement.

1142. Based on the number of trading cards Mr. Miller autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,464.00.

1143. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,464.00 that was due.

1144. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1145. Upper Deck does not, in fact, dispute the amount it was invoiced.

1146. Upper Deck has not paid any portion of the amount it was invoiced.

1147. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Heath Miller Agreement.

1148. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,464.00.

1149. In accordance with the terms of the Heath Miller Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1150. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETY-FIVE
BREACH OF CONTRACT–JACK LAMBERT AGREEMENT

1151. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1152. On or around June 11, 2008, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby NFLPI granted Upper Deck to the right to use Jack Lambert's image in connection with the sale of Upper Deck products ("Jack Lambert Agreement").

1153. NFLPI performed under this agreement.

1154. In exchange for the use of Mr. Lambert's image in connection with the sale of Upper Deck products, Upper Deck agreed to pay NFLPI \$5,000.00.

1155. On or around October 27, 2009, Plaintiff NFLPI invoiced Upper Deck for the \$5,000.00 that was due.

1156. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1157. Upper Deck does not, in fact, dispute the amount it was invoiced.

1158. Upper Deck has not paid any portion of the amount it was invoiced.

1159. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jack Lambert Agreement.

1160. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$5,000.00.

1161. In accordance with the terms of the Jack Lambert Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1162. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER NINETY-SIX
BREACH OF CONTRACT—JACOBY FORD AGREEMENT ONE**

1163. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1164. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jacoby Ford to autograph trading cards for Upper Deck ("Jacoby Ford Agreement One").

1165. NFLPI performed under this agreement.

1166. Based on the number of trading cards Mr. Ford autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3.00.

1167. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3.00 that was due.

1168. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1169. Upper Deck does not, in fact, dispute the amount it was invoiced.

1170. Upper Deck has not paid any portion of the amount it was invoiced.

1171. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jacoby Ford Agreement One.

1172. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3.00.

1173. In accordance with the terms of the Jacoby Ford Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1174. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETY-SEVEN
BREACH OF CONTRACT-JACOBY FORD AGREEMENT TWO

1175. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1176. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jacoby Ford to autograph trading cards for Upper Deck ("Jacoby Ford Agreement Two").

1177. NFLPI performed under this agreement.

1178. Based on the number of trading cards Mr. Ford autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,100.00.

1179. On or around January 21, 2011, March 8, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,100.00 that was due.

1180. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1181. Upper Deck does not, in fact, dispute the amount it was invoiced.

1182. Upper Deck has not paid any portion of the amount it was invoiced.

1183. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jacoby Ford Agreement Two.

1184. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,100.00.

1185. In accordance with the terms of the Jacoby Ford Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1186. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETY-EIGHT
BREACH OF CONTRACT-JAHVID BEST AGREEMENT ONE

1187. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1188. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jahvid Best to autograph trading cards for Upper Deck (“Jahvid Best Agreement One”).

1189. NFLPI performed under this agreement.

1190. Based on the number of trading cards Mr. Best autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$12,077.00.

1191. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$12,077.00 that was due.

1192. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1193. Upper Deck does not, in fact, dispute the amount it was invoiced.

1194. Upper Deck has not paid any portion of the amount it was invoiced.

1195. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jahvid Best Agreement One.

1196. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$12,077.00.

1197. In accordance with the terms of the Jahvid Best Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1198. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER NINETY-NINE
BREACH OF CONTRACT-JAHVID BEST AGREEMENT TWO

1199. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1200. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jahvid Best to autograph trading cards for Upper Deck (“Jahvid Best Agreement Two”).

1201. NFLPI performed under this agreement.

1202. Based on the number of trading cards Mr. Best autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$11,089.00.

1203. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$11,089.00 that was due.

1204. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1205. Upper Deck does not, in fact, dispute the amount it was invoiced.

1206. Upper Deck has not paid any portion of the amount it was invoiced.

1207. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jahvid Best Agreement Two.

1208. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$11,089.00.

1209. In accordance with the terms of the Jahvid Best Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1210. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER ONE HUNDRED
BREACH OF CONTRACT–JAMAAL CHARLES AGREEMENT

1211. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1212. On or around July 20, 2008, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jamaal Charles to autograph trading cards for Upper Deck ("Jamaal Charles Agreement").

1213. NFLPI performed under this agreement.

1214. Based on the number of trading cards Mr. Charles autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,600.00.

1215. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,600.00 that was due.

1216. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1217. Upper Deck does not, in fact, dispute the amount it was invoiced.

1218. Upper Deck has not paid any portion of the amount it was invoiced.

1219. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jack Lambert Agreement.

1220. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,600.00.

1221. In accordance with the terms of the Jamaal Charles Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1222. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-ONE
BREACH OF CONTRACT—JAMES DAVIS AGREEMENT**

1223. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1224. On or around April 8, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player James Davis to autograph trading cards for Upper Deck ("James Davis Agreement").

1225. NFLPI performed under this agreement.

1226. Based on the number of trading cards Mr. Davis autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$152.00.

1227. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$152.00 that was due.

1228. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1229. Upper Deck does not, in fact, dispute the amount it was invoiced.

1230. Upper Deck has not paid any portion of the amount it was invoiced.

1231. Upper Deck's failure to pay the invoiced amount constitutes a breach of the James Davis Agreement.

1232. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$152.00.

1233. In accordance with the terms of the James Davis Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1234. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-TWO
BREACH OF CONTRACT—JAMES STARKS AGREEMENT ONE**

1235. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1236. On or around June 10, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player James Starks to autograph trading cards for Upper Deck ("James Starks Agreement One").

1237. NFLPI performed under this agreement.

1238. Based on the number of trading cards Mr. Starks autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$625.00.

1239. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$625.00 that was due.

1240. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1241. Upper Deck does not, in fact, dispute the amount it was invoiced.

1242. Upper Deck has not paid any portion of the amount it was invoiced.

1243. Upper Deck's failure to pay the invoiced amount constitutes a breach of the James Starks Agreement One.

1244. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$625.00.

1245. In accordance with the terms of the James Starks Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1246. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-THREE
BREACH OF CONTRACT-JAMES STARKS AGREEMENT TWO**

1247. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1248. On or around August 13, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player James Starks to autograph trading cards for Upper Deck (“James Starks Agreement Two”).

1249. NFLPI performed under this agreement.

1250. Based on the number of trading cards Mr. Starks autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,750.00.

1251. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,750.00 that was due.

1252. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1253. Upper Deck does not, in fact, dispute the amount it was invoiced.

1254. Upper Deck has not paid any portion of the amount it was invoiced.

1255. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the James Starks Agreement Two.

1256. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,750.00.

1257. In accordance with the terms of the James Starks Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1258. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-FOUR
BREACH OF CONTRACT–JAMMAL BROWN AGREEMENT**

1259. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1260. On or around August 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jammal Brown to autograph trading cards for Upper Deck (“Jammal Brown Agreement”).

1261. NFLPI performed under this agreement.

1262. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,175.00.

1263. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,175.00 that was due.

1264. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1265. Upper Deck does not, in fact, dispute the amount it was invoiced.

1266. Upper Deck has not paid any portion of the amount it was invoiced.

1267. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jammal Brown Agreement.

1268. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,175.00.

1269. In accordance with the terms of the Jammal Brown Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1270. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER ONE HUNDRED-FIVE
BREACH OF CONTRACT–JARED ODRICK AGREEMENT ONE

1271. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1272. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jared Odrick to autograph trading cards for Upper Deck (“Jared Odrick Agreement One”).

1273. NFLPI performed under this agreement.

1274. Based on the number of trading cards Mr. Odrick autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$625.00.

1275. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$625.00 that was due.

1276. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1277. Upper Deck does not, in fact, dispute the amount it was invoiced.

1278. Upper Deck has not paid any portion of the amount it was invoiced.

1279. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jared Odrick Agreement One.

1280. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$625.00.

1281. In accordance with the terms of the Jared Odrick Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1282. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-SIX
BREACH OF CONTRACT-JARED ODRICK AGREEMENT TWO**

1283. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1284. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jared Odrick to autograph trading cards for Upper Deck ("Jared Odrick Agreement Two").

1285. NFLPI performed under this agreement.

1286. Based on the number of trading cards Mr. Odrick autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,560.00.

1287. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,560.00 that was due.

1288. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1289. Upper Deck does not, in fact, dispute the amount it was invoiced.

1290. Upper Deck has not paid any portion of the amount it was invoiced.

1291. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jared Odrick Agreement Two.

1292. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,560.00.

1293. In accordance with the terms of the Jared Odrick Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1294. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-SEVEN
BREACH OF CONTRACT–JARRETT BROWN AGREEMENT ONE**

1295. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1296. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jarrett Brown to autograph trading cards for Upper Deck ("Jarrett Brown Agreement One").

1297. NFLPI performed under this agreement.

1298. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$900.00.

1299. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$900.00 that was due.

1300. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1301. Upper Deck does not, in fact, dispute the amount it was invoiced.

1302. Upper Deck has not paid any portion of the amount it was invoiced.

1303. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jarrett Brown Agreement One.

1304. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$900.00.

1305. In accordance with the terms of the Jarrett Brown Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1306. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-EIGHT
BREACH OF CONTRACT-JARRETT BROWN AGREEMENT TWO**

1307. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1308. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jarrett Brown to autograph trading cards for Upper Deck (“Jarrett Brown Agreement Two”).

1309. NFLPI performed under this agreement.

1310. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,378.00.

1311. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,378.00 that was due.

1312. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1313. Upper Deck does not, in fact, dispute the amount it was invoiced.

1314. Upper Deck has not paid any portion of the amount it was invoiced.

1315. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jarrett Brown Agreement Two.

1316. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,378.00.

1317. In accordance with the terms of the Jarrett Brown Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1318. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-NINE
BREACH OF CONTRACT–JASON PIERRE-PAUL AGREEMENT ONE**

1319. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1320. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jason Pierre-Paul to autograph trading cards for Upper Deck (“Jason Pierre-Paul Agreement One”).

1321. NFLPI performed under this agreement.

1322. Based on the number of trading cards Mr. Pierre-Paul autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$875.00.

1323. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$875.00 that was due.

1324. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1325. Upper Deck does not, in fact, dispute the amount it was invoiced.

1326. Upper Deck has not paid any portion of the amount it was invoiced.

1327. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jason Pierre-Paul Agreement One.

1328. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$875.00.

1329. In accordance with the terms of the Jason Pierre-Paul Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1330. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-TEN
BREACH OF CONTRACT–JASON PIERRE-PAUL AGREEMENT TWO**

1331. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1332. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jason Pierre-Paul to autograph trading cards for Upper Deck ("Jason Pierre-Paul Agreement Two").

1333. NFLPI performed under this agreement.

1334. Based on the number of trading cards Mr. Pierre-Paul autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,184.00.

1335. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,184.00 that was due.

1336. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1337. Upper Deck does not, in fact, dispute the amount it was invoiced.

1338. Upper Deck has not paid any portion of the amount it was invoiced.

1339. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jason Pierre-Paul Agreement Two.

1340. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,184.00.

1341. In accordance with the terms of the Jason Pierre-Paul Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1342. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-ELEVEN
BREACH OF CONTRACT–JAVARRIS JAMES AGREEMENT**

1343. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1344. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Javarris James to autograph trading cards for Upper Deck ("Javarris James Agreement").

1345. NFLPI performed under this agreement.

1346. Based on the number of trading cards Mr. James autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$825.00.

1347. On or around July 21, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$825.00 that was due.

1348. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1349. Upper Deck does not, in fact, dispute the amount it was invoiced.

1350. Upper Deck has not paid any portion of the amount it was invoiced.

1351. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Javarris James Agreement.

1352. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$825.00.

1353. In accordance with the terms of the Javarris James Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1354. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-TWELVE
BREACH OF CONTRACT-JAVIER ARENAS AGREEMENT**

1355. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1356. On or around September 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Javier Arenas to autograph trading cards for Upper Deck ("Javier Arenas Agreement").

1357. NFLPI performed under this agreement.

1358. Based on the number of trading cards Mr. Arenas autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$278.00.

1359. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$278.00 that was due.

1360. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1361. Upper Deck does not, in fact, dispute the amount it was invoiced.

1362. Upper Deck has not paid any portion of the amount it was invoiced.

1363. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Javier Arenas Agreement.

1364. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$278.00.

1365. In accordance with the terms of the Javier Arenas Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1366. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-THIRTEEN
BREACH OF CONTRACT—JEREMY WILLIAMS AGREEMENT**

1367. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1368. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jeremy Williams to autograph trading cards for Upper Deck (“Jeremy Williams Agreement”).

1369. NFLPI performed under this agreement.

1370. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

1371. On or around July 21, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,000.00 that was due.

1372. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1373. Upper Deck does not, in fact, dispute the amount it was invoiced.

1374. Upper Deck has not paid any portion of the amount it was invoiced.

1375. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jeremy Williams Agreement.

1376. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,000.00.

1377. In accordance with the terms of the Jeremy Williams Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1378. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-FOURTEEN
BREACH OF CONTRACT—JERMAINE CUNNINGHAM AGREEMENT ONE**

1379. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1380. On or around July 17, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jermaine Cunningham to autograph trading cards for Upper Deck (“Jermaine Cunningham Agreement One”).

1381. NFLPI performed under this agreement.

1382. Based on the number of trading cards Mr. Cunningham autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$224.00.

1383. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$224.00 that was due.

1384. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1385. Upper Deck does not, in fact, dispute the amount it was invoiced.

1386. Upper Deck has not paid any portion of the amount it was invoiced.

1387. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jermaine Cunningham Agreement One.

1388. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$224.00.

1389. In accordance with the terms of the Jermaine Cunningham Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1390. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-FIFTEEN
BREACH OF CONTRACT—JERMAINE CUNNINGHAM AGREEMENT TWO**

1391. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1392. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jermaine Cunningham to autograph trading cards for Upper Deck ("Jermaine Cunningham Agreement Two").

1393. NFLPI performed under this agreement.

1394. Based on the number of trading cards Mr. Cunningham autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,202.00.

1395. On or around December 16, 2010 and January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,202.00 that was due.

1396. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1397. Upper Deck does not, in fact, dispute the amount it was invoiced.

1398. Upper Deck has not paid any portion of the amount it was invoiced.

1399. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jermaine Cunningham Agreement Two.

1400. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,202.00.

1401. In accordance with the terms of the Jermaine Cunningham Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1402. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-SIXTEEN
BREACH OF CONTRACT—JERMAINE GRESHAM AGREEMENT**

1403. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1404. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jermaine Gresham to autograph trading cards for Upper Deck ("Jermaine Gresham Agreement").

1405. NFLPI performed under this agreement.

1406. Based on the number of trading cards Mr. Gresham autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,980.00.

1407. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,980.00 that was due.

1408. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1409. Upper Deck does not, in fact, dispute the amount it was invoiced.

1410. Upper Deck has not paid any portion of the amount it was invoiced.

1411. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jermaine Gresham Agreement.

1412. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,980.00.

1413. In accordance with the terms of the Jermaine Gresham Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1414. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-SEVENTEEN
BREACH OF CONTRACT—JEROD MAYO AGREEMENT ONE**

1415. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1416. On or around May 26, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jerod Mayo to autograph trading cards for Upper Deck ("Jerod Mayo Agreement One").

1417. NFLPI performed under this agreement.

1418. Based on the number of trading cards Mr. Mayo autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$264.00.

1419. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$264.00 that was due.

1420. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1421. Upper Deck does not, in fact, dispute the amount it was invoiced.

1422. Upper Deck has not paid any portion of the amount it was invoiced.

1423. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jerod Mayo Agreement One.

1424. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$264.00.

1425. In accordance with the terms of the Jerod Mayo Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1426. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-EIGHTEEN
BREACH OF CONTRACT-JEROD MAYO AGREEMENT TWO**

1427. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1428. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jerod Mayo to autograph trading cards for Upper Deck (“Jerod Mayo Agreement Two”).

1429. NFLPI performed under this agreement.

1430. Based on the number of trading cards Mr. Mayo autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,400.00.

1431. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,400.00 that was due.

1432. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1433. Upper Deck does not, in fact, dispute the amount it was invoiced.

1434. Upper Deck has not paid any portion of the amount it was invoiced.

1435. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jerod Mayo Agreement Two.

1436. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,400.00.

1437. In accordance with the terms of the Jerod Mayo Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1438. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

1439. the immediately preceding Cause of Action for Breach of Contract.

**CAUSE OF ACTION NUMBER ONE HUNDRED-NINETEEN
BREACH OF CONTRACT–JERRY HUGHES AGREEMENT ONE**

1440. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1441. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jerry Hughes to autograph trading cards for Upper Deck (“Jerry Hughes Agreement One”).

1442. NFLPI performed under this agreement.

1443. Based on the number of trading cards Mr. Hughes autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

1444. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,000.00 that was due.

1445. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1446. Upper Deck does not, in fact, dispute the amount it was invoiced.

1447. Upper Deck has not paid any portion of the amount it was invoiced.

1448. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jerry Hughes Agreement One.

1449. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of 1,000.00.

1450. In accordance with the terms of the Jerry Hughes Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1451. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED-TWENTY
BREACH OF CONTRACT–JERRY HUGHES AGREEMENT TWO**

1452. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1453. On or around September 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jerry Hughes to autograph trading cards for Upper Deck ("Jerry Hughes Agreement Two").

1454. NFLPI performed under this agreement.

1455. Based on the number of trading cards Mr. Hughes autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,144.00.

1456. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,144.00 that was due.

1457. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1458. Upper Deck does not, in fact, dispute the amount it was invoiced.

1459. Upper Deck has not paid any portion of the amount it was invoiced.

1460. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jerry Hughes Agreement Two.

1461. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,144.00.

1462. In accordance with the terms of the Jerry Hughes Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1463. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-ONE
BREACH OF CONTRACT—JIMMY CLAUSEN AGREEMENT ONE**

1464. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1465. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jimmy Clausen to autograph trading cards for Upper Deck ("Jimmy Clausen Agreement One").

1466. NFLPI performed under this agreement.

1467. Based on the number of trading cards Mr. Clausen autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$17,000.00.

1468. On or around December 16, 2010 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$17,000.00 that was due.

1469. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1470. Upper Deck does not, in fact, dispute the amount it was invoiced.

1471. Upper Deck has not paid any portion of the amount it was invoiced.

1472. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jimmy Clausen Agreement One.

1473. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$17,000.00.

1474. In accordance with the terms of the Jimmy Clausen Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1475. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-TWO
BREACH OF CONTRACT—JIMMY CLAUSEN AGREEMENT TWO**

1476. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1477. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jimmy Clausen to autograph trading cards for Upper Deck ("Jimmy Clausen Agreement Two").

1478. NFLPI performed under this agreement.

1479. Based on the number of trading cards Mr. Clausen autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$11,600.00.

1480. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$11,600.00 that was due.

1481. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1482. Upper Deck does not, in fact, dispute the amount it was invoiced.

1483. Upper Deck has not paid any portion of the amount it was invoiced.

1484. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jimmy Clausen Agreement Two.

1485. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$11,600.00.

1486. In accordance with the terms of the Jimmy Clausen Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1487. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-THREE
BREACH OF CONTRACT-JOE HADEN AGREEMENT**

1488. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1489. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Joe Haden to autograph trading cards for Upper Deck (“Joe Haden Agreement”).

1490. NFLPI performed under this agreement.

1491. Based on the number of trading cards Mr. Haden autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,104.00.

1492. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,104.00 that was due.

1493. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1494. Upper Deck does not, in fact, dispute the amount it was invoiced.

1495. Upper Deck has not paid any portion of the amount it was invoiced.

1496. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Joe Haden Agreement.

1497. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,104.00.

1498. In accordance with the terms of the Joe Haden Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1499. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-FOUR
BREACH OF CONTRACT–JOE MCKNIGHT AGREEMENT**

1500. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1501. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Joe McKnight to autograph trading cards for Upper Deck (“Joe McKnight Agreement”).

1502. NFLPI performed under this agreement.

1503. Based on the number of trading cards Mr. McKnight autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$7,644.00.

1504. On or around July 28, 2010, December 16, 2010 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$7,644.00 that was due.

1505. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1506. Upper Deck does not, in fact, dispute the amount it was invoiced.

1507. Upper Deck has not paid any portion of the amount it was invoiced.

1508. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Joe McKnight Agreement.

1509. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$7,644.00.

1510. In accordance with the terms of the Joe McKnight Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1511. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-FIVE
BREACH OF CONTRACT—JOE WEBB AGREEMENT ONE**

1512. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1513. On or around June 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Joe Webb to autograph trading cards for Upper Deck ("Joe Webb Agreement One").

1514. NFLPI performed under this agreement.

1515. Based on the number of trading cards Mr. Webb autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

1516. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the 1,000.00 that was due.

1517. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1518. Upper Deck does not, in fact, dispute the amount it was invoiced.

1519. Upper Deck has not paid any portion of the amount it was invoiced.

1520. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Joe Webb Agreement One.

1521. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,000.00.

1522. In accordance with the terms of the Joe Webb Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1523. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-SIX
BREACH OF CONTRACT—JOE WEBB AGREEMENT TWO**

1524. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1525. On or around August 30, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Joe Webb to autograph trading cards for Upper Deck ("Joe Webb Agreement Two").

1526. NFLPI performed under this agreement.

1527. Based on the number of trading cards Mr. Webb autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,852.00.

1528. On or around January 21, 2011, January 25, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,852.00 that was due.

1529. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1530. Upper Deck does not, in fact, dispute the amount it was invoiced.

1531. Upper Deck has not paid any portion of the amount it was invoiced.

1532. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Joe Webb Agreement Two.

1533. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,852.00.

1534. In accordance with the terms of the Joe Webb Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1535. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-SEVEN
BREACH OF CONTRACT-JOHN SKELTON AGREEMENT ONE**

1536. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1537. On or around June 21, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player John Skelton to autograph trading cards for Upper Deck ("John Skelton Agreement One").

1538. NFLPI performed under this agreement.

1539. Based on the number of trading cards Mr. Skelton autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

1540. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,000.00.that was due.

1541. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1542. Upper Deck does not, in fact, dispute the amount it was invoiced.

1543. Upper Deck has not paid any portion of the amount it was invoiced.

1544. Upper Deck's failure to pay the invoiced amount constitutes a breach of the John Skelton Agreement One.

1545. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,000.00.

1546. In accordance with the terms of the John Skelton Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1547. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-EIGHT
BREACH OF CONTRACT-JOHN SKELTON AGREEMENT TWO**

1548. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1549. On or around August 13, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player John Skelton to autograph trading cards for Upper Deck ("John Skelton Agreement Two").

1550. NFLPI performed under this agreement.

1551. Based on the number of trading cards Mr. Skelton autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,820.00.

1552. On or around January 21, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,820.00 that was due.

1553. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1554. Upper Deck does not, in fact, dispute the amount it was invoiced.

1555. Upper Deck has not paid any portion of the amount it was invoiced.

1556. Upper Deck's failure to pay the invoiced amount constitutes a breach of the John Skelton Agreement Two.

1557. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,820.00.

1558. In accordance with the terms of the John Skelton Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1559. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED TWENTY-NINE
BREACH OF CONTRACT—JONATHON CROMPTON AGREEMENT ONE**

1560. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1561. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jonathon Crompton to autograph trading cards for Upper Deck (“Jonathon Crompton Agreement One”).

1562. NFLPI performed under this agreement.

1563. Based on the number of trading cards Mr. Crompton autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$420.00.

1564. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$420.00 that was due.

1565. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1566. Upper Deck does not, in fact, dispute the amount it was invoiced.

1567. Upper Deck has not paid any portion of the amount it was invoiced.

1568. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jonathon Crompton Agreement One.

1569. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$420.00.

1570. In accordance with the terms of the Jonathon Crompton Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1571. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY
BREACH OF CONTRACT–JONATHON CROMPTON AGREEMENT TWO**

1572. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1573. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jonathon Crompton to autograph trading cards for Upper Deck (“Jonathon Crompton Agreement Two”).

1574. NFLPI performed under this agreement.

1575. Based on the number of trading cards Mr. Crompton autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,874.00.

1576. On or around January 21, 2011 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,874.00 that was due.

1577. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1578. Upper Deck does not, in fact, dispute the amount it was invoiced.

1579. Upper Deck has not paid any portion of the amount it was invoiced.

1580. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jonathon Crompton Agreement Two.

1581. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,874.00.

1582. In accordance with the terms of the Jonathon Crompton Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1583. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-ONE
BREACH OF CONTRACT–JONATHON DWYER AGREEMENT ONE**

1584. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1585. On or around June 7, 2010 Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jonathon Dwyer to autograph trading cards for Upper Deck ("Jonathon Dwyer Agreement One").

1586. NFLPI performed under this agreement.

1587. Based on the number of trading cards Mr. Dwyer autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,433.00.

1588. On or around March 16, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,433.00 that was due.

1589. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1590. Upper Deck does not, in fact, dispute the amount it was invoiced.

1591. Upper Deck has not paid any portion of the amount it was invoiced.

1592. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jonathon Dwyer Agreement One.

1593. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$5,433.00.

1594. In accordance with the terms of the Jonathon Dwyer Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1595. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-TWO
BREACH OF CONTRACT—JONATHON DWYER AGREEMENT TWO**

1596. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1597. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jonathon Dwyer to autograph trading cards for Upper Deck ("Jonathon Dwyer Agreement Two").

1598. NFLPI performed under this agreement.

1599. Based on the number of trading cards Mr. Dwyer autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,053.00.

1600. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,053.00 that was due.

1601. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1602. Upper Deck does not, in fact, dispute the amount it was invoiced.

1603. Upper Deck has not paid any portion of the amount it was invoiced.

1604. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jonathon Dwyer Agreement Two.

1605. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,053.00.

1606. In accordance with the terms of the Jonathon Dwyer Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1607. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-THREE
BREACH OF CONTRACT—JONATHAN STEWART AGREEMENT**

1608. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1609. On or around September 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jonathan Stewart to autograph trading cards for Upper Deck ("Jonathan Stewart Agreement").

1610. NFLPI performed under this agreement.

1611. Based on the number of trading cards Mr. Stewart autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,390.00.

1612. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,390.00 that was due.

1613. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1614. Upper Deck does not, in fact, dispute the amount it was invoiced.

1615. Upper Deck has not paid any portion of the amount it was invoiced.

1616. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Jonathan Stewart Agreement.

1617. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$5,390.00.

1618. In accordance with the terms of the Jonathan Stewart Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1619. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-FOUR
BREACH OF CONTRACT—JORDAN SHIPLEY AGREEMENT ONE**

1620. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1621. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jordan Shipley to autograph trading cards for Upper Deck (“Jordan Shipley Agreement One”).

1622. NFLPI performed under this agreement.

1623. Based on the number of trading cards Mr. Shipley autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$10,732.00.

1624. On or around July 28, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$10,732.00 that was due.

1625. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1626. Upper Deck does not, in fact, dispute the amount it was invoiced.

1627. Upper Deck has not paid any portion of the amount it was invoiced.

1628. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jordan Shipley Agreement One.

1629. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$10,732.00.

1630. In accordance with the terms of the Jordan Shipley Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1631. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-FIVE
BREACH OF CONTRACT–JORDAN SHIPLEY AGREEMENT TWO**

1632. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1633. On or around August 30, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Jordan Shipley to autograph trading cards for Upper Deck (“Jordan Shipley Agreement Two”).

1634. NFLPI performed under this agreement.

1635. Based on the number of trading cards Mr. Shipley autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,764.00.

1636. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,764.00 that was due.

1637. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1638. Upper Deck does not, in fact, dispute the amount it was invoiced.

1639. Upper Deck has not paid any portion of the amount it was invoiced.

1640. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Jordan Shipley Agreement Two.

1641. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,764.00.

1642. In accordance with the terms of the Jordan Shipley Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1643. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-SIX
BREACH OF CONTRACT–JUAQUIN IGLESIAS AGREEMENT**

1644. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1645. On or around September 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Juaquin Iglesias to autograph trading cards for Upper Deck ("Juaquin Iglesias Agreement").

1646. NFLPI performed under this agreement.

1647. Based on the number of trading cards Mr. Igelsias autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$241.50.

1648. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$241.50 that was due.

1649. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1650. Upper Deck does not, in fact, dispute the amount it was invoiced.

1651. Upper Deck has not paid any portion of the amount it was invoiced.

1652. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Juaquin Iglesias Agreement.

1653. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$241.50.

1654. In accordance with the terms of the Juaquin Iglesias Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1655. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-SEVEN
BREACH OF CONTRACT—JUSTIN BLALOCK AGREEMENT**

1656. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1657. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Justin Blalock to autograph trading cards for Upper Deck ("Justin Blalock Agreement").

1658. NFLPI performed under this agreement.

1659. Based on the number of trading cards Mr. Blalock autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,200.00.

1660. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,200.00 that was due.

1661. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1662. Upper Deck does not, in fact, dispute the amount it was invoiced.

1663. Upper Deck has not paid any portion of the amount it was invoiced.

1664. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Justin Blalock Agreement.

1665. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,200.00.

1666. In accordance with the terms of the Justin Blalock Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1667. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-EIGHT
BREACH OF CONTRACT—KAREEM JACKSON AGREEMENT**

1668. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1669. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Kareem Jackson to autograph trading cards for Upper Deck ("Kareem Jackson Agreement").

1670. NFLPI performed under this agreement.

1671. Based on the number of trading cards Mr. Jackson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,000.00.

1672. On or around March 8, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,000.00 that was due.

1673. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1674. Upper Deck does not, in fact, dispute the amount it was invoiced.

1675. Upper Deck has not paid any portion of the amount it was invoiced.

1676. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Kareem Jackson Agreement.

1677. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,000.00.

1678. In accordance with the terms of the Kareem Jackson Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1679. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED THIRTY-NINE
BREACH OF CONTRACT-KEILAND WILLIAMS AGREEMENT**

1680. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1681. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Keiland Williams to autograph trading cards for Upper Deck (“Keiland Williams Agreement”).

1682. NFLPI performed under this agreement.

1683. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,125.00.

1684. On or around July 28, 2010 and January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,125.00 that was due.

1685. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1686. Upper Deck does not, in fact, dispute the amount it was invoiced.

1687. Upper Deck has not paid any portion of the amount it was invoiced.

1688. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Keiland Williams Agreement.

1689. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,125.00.

1690. In accordance with the terms of the Keiland Williams Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1691. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY
BREACH OF CONTRACT—KENNY BRITT AGREEMENT ONE**

1692. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1693. On or around May 7, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Kenny Britt to autograph trading cards for Upper Deck (“Kenny Britt Agreement One”).

1694. NFLPI performed under this agreement.

1695. Based on the number of trading cards Mr. Britt autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$973.00.

1696. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$973.00 that was due.

1697. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1698. Upper Deck does not, in fact, dispute the amount it was invoiced.

1699. Upper Deck has not paid any portion of the amount it was invoiced.

1700. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Kenny Britt Agreement One.

1701. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$973.00.

1702. In accordance with the terms of the Kenny Britt Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1703. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-ONE
BREACH OF CONTRACT–KENNY BRITT AGREEMENT TWO**

1704. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1705. On or around September 24, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Kenny Britt to autograph trading cards for Upper Deck ("Kenny Britt Agreement Two").

1706. NFLPI performed under this agreement.

1707. Based on the number of trading cards Mr. Britt autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$7,742.00.

1708. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$7,742.00 that was due.

1709. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1710. Upper Deck does not, in fact, dispute the amount it was invoiced.

1711. Upper Deck has not paid any portion of the amount it was invoiced.

1712. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Kenny Britt Agreement Two.

1713. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$7,742.00.

1714. In accordance with the terms of the Kenny Britt Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1715. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-TWO
BREACH OF CONTRACT—KERRY MEIER AGREEMENT ONE**

1716. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1717. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Kerry Meier to autograph trading cards for Upper Deck ("Kerry Meier Agreement One").

1718. NFLPI performed under this agreement.

1719. Based on the number of trading cards Mr. Meier autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$625.00.

1720. On or around January 21, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$625.00 that was due.

1721. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1722. Upper Deck does not, in fact, dispute the amount it was invoiced.

1723. Upper Deck has not paid any portion of the amount it was invoiced.

1724. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Kerry Meier Agreement One.

1725. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$625.00.

1726. In accordance with the terms of the Kerry Meier Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1727. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-THREE
BREACH OF CONTRACT-KERRY MEIER AGREEMENT TWO**

1728. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1729. On or around September 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Kerry Meier to autograph trading cards for Upper Deck ("Kerry Meier Agreement Two").

1730. NFLPI performed under this agreement.

1731. Based on the number of trading cards Mr. Meier autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,158.00.

1732. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,158.00 that was due.

1733. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1734. Upper Deck does not, in fact, dispute the amount it was invoiced.

1735. Upper Deck has not paid any portion of the amount it was invoiced.

1736. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Kerry Meier Agreement Two.

1737. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,158.00.

1738. In accordance with the terms of the Kerry Meier Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1739. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-FOUR
BREACH OF CONTRACT—KEVIN KOLB AGREEMENT**

1740. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1741. On or around January 20, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Kevin Kolb to autograph trading cards for Upper Deck ("Kevin Kolb Agreement").

1742. NFLPI performed under this agreement.

1743. Based on the number of trading cards Mr. Kolb autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,625.00.

1744. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,625.00 that was due.

1745. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1746. Upper Deck does not, in fact, dispute the amount it was invoiced.

1747. Upper Deck has not paid any portion of the amount it was invoiced.

1748. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Kevin Kolb Agreement.

1749. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$5,625.00.

1750. In accordance with the terms of the Kevin Kolb Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1751. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-FIVE
BREACH OF CONTRACT—KEVIN O'CONNELL AGREEMENT**

1752. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1753. On or around October 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Kevin O'Connell to autograph trading cards for Upper Deck ("Kevin O'Connell Agreement").

1754. NFLPI performed under this agreement.

1755. Based on the number of trading cards Mr. O'Connell autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$305.00.

1756. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$305.00 that was due.

1757. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1758. Upper Deck does not, in fact, dispute the amount it was invoiced.

1759. Upper Deck has not paid any portion of the amount it was invoiced.

1760. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Kevin O'Connell Agreement.

1761. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$305.00.

1762. In accordance with the terms of the Kevin O'Connell Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1763. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-SIX
BREACH OF CONTRACT–KOA MISI AGREEMENT ONE**

1764. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1765. On or around June 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Koa Misi to autograph trading cards for Upper Deck (“Koa Misi Agreement One”).

1766. NFLPI performed under this agreement.

1767. Based on the number of trading cards Mr. Misi autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$750.00.

1768. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$750.00 that was due.

1769. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1770. Upper Deck does not, in fact, dispute the amount it was invoiced.

1771. Upper Deck has not paid any portion of the amount it was invoiced.

1772. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Koa Misi Agreement One.

1773. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$750.00.

1774. In accordance with the terms of the Koa Misi Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1775. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-SEVEN
BREACH OF CONTRACT-KOA MISI AGREEMENT TWO**

1776. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1777. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Koa Misi to autograph trading cards for Upper Deck ("Koa Misi Agreement Two").

1778. NFLPI performed under this agreement.

1779. Based on the number of trading cards Mr. Misi autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,067.00.

1780. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,067.00 that was due.

1781. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1782. Upper Deck does not, in fact, dispute the amount it was invoiced.

1783. Upper Deck has not paid any portion of the amount it was invoiced.

1784. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Koa Misi Agreement Two.

1785. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,067.00.

1786. In accordance with the terms of the Koa Misi Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1787. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-EIGHT
BREACH OF CONTRACT-LAMARR HOUSTON AGREEMENT ONE**

1788. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1789. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Lamarr Houston to autograph trading cards for Upper Deck ("Lamarr Houston Agreement One").

1790. NFLPI performed under this agreement.

1791. Based on the number of trading cards Mr. Houston autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$347.50.

1792. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$347.50 that was due.

1793. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1794. Upper Deck does not, in fact, dispute the amount it was invoiced.

1795. Upper Deck has not paid any portion of the amount it was invoiced.

1796. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Lamarr Houston Agreement One.

1797. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$347.50.

1798. In accordance with the terms of the Lamarr Houston Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1799. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FORTY-NINE
BREACH OF CONTRACT-LAMARR HOUSTON AGREEMENT TWO**

1800. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1801. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Lamarr Houston to autograph trading cards for Upper Deck ("Lamarr Houston Agreement Two").

1802. NFLPI performed under this agreement.

1803. Based on the number of trading cards Mr. Houston autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,375.00.

1804. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,375.00 that was due.

1805. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1806. Upper Deck does not, in fact, dispute the amount it was invoiced.

1807. Upper Deck has not paid any portion of the amount it was invoiced.

1808. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Lamarr Houston Agreement Two.

1809. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,375.00.

1810. In accordance with the terms of the Lamarr Houston Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1811. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY
BREACH OF CONTRACT-LAGARRETTE BLOUNT AGREEMENT ONE**

1812. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1813. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player LaGarrette Blount to autograph trading cards for Upper Deck (“LaGarrette Blount Agreement One”).

1814. NFLPI performed under this agreement.

1815. Based on the number of trading cards Mr. Blount autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,186.50.

1816. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,186.50 that was due.

1817. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1818. Upper Deck does not, in fact, dispute the amount it was invoiced.

1819. Upper Deck has not paid any portion of the amount it was invoiced.

1820. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the LaGarrette Blount Agreement One.

1821. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,186.50.

1822. In accordance with the terms of the LaGarrette Blount Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1823. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-ONE
BREACH OF CONTRACT-LAGARRETTE BLOUNT AGREEMENT TWO**

1824. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1825. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player LaGarrette Blount to autograph trading cards for Upper Deck (“LaGarrette Blount Agreement Two”).

1826. NFLPI performed under this agreement.

1827. Based on the number of trading cards Mr. Blount autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,276.50.

1828. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,276.50 that was due.

1829. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1830. Upper Deck does not, in fact, dispute the amount it was invoiced.

1831. Upper Deck has not paid any portion of the amount it was invoiced.

1832. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the LaGarrette Blount Agreement Two.

1833. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,276.50.

1834. In accordance with the terms of the LaGarrette Blount Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1835. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-TWO
BREACH OF CONTRACT-LEONARD DAVIS AGREEMENT**

1836. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1837. On or around August 3, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Leonard Davis to autograph trading cards for Upper Deck ("Leonard Davis Agreement").

1838. NFLPI performed under this agreement.

1839. Based on the number of trading cards Mr. Davis autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,200.00.

1840. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,200.00 that was due.

1841. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1842. Upper Deck does not, in fact, dispute the amount it was invoiced.

1843. Upper Deck has not paid any portion of the amount it was invoiced.

1844. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Leonard Davis Agreement.

1845. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,200.00.

1846. In accordance with the terms of the Leonard Davis Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1847. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-THREE
BREACH OF CONTRACT-LESEAN MCCOY AGREEMENT ONE**

1848. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1849. On or around May 7, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player LeSean McCoy to autograph trading cards for Upper Deck ("LeSean McCoy Agreement One").

1850. NFLPI performed under this agreement.

1851. Based on the number of trading cards Mr. McCoy autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$624.00.

1852. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$624.00 that was due.

1853. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1854. Upper Deck does not, in fact, dispute the amount it was invoiced.

1855. Upper Deck has not paid any portion of the amount it was invoiced.

1856. Upper Deck's failure to pay the invoiced amount constitutes a breach of the LeSean McCoy Agreement One.

1857. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$624.00.

1858. In accordance with the terms of the LeSean McCoy Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1859. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-FOUR
BREACH OF CONTRACT-LESEAN MCCOY AGREEMENT TWO**

1860. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1861. On or around August 17, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player LeSean McCoy to autograph trading cards for Upper Deck ("LeSean McCoy Agreement Two").

1862. NFLPI performed under this agreement.

1863. Based on the number of trading cards Mr. McCoy autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$80.00.

1864. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$80.00 that was due.

1865. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1866. Upper Deck does not, in fact, dispute the amount it was invoiced.

1867. Upper Deck has not paid any portion of the amount it was invoiced.

1868. Upper Deck's failure to pay the invoiced amount constitutes a breach of the LeSean McCoy Agreement Two.

1869. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$80.00.

1870. In accordance with the terms of the LeSean McCoy Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1871. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-FIVE
BREACH OF CONTRACT-LEVI BROWN AGREEMENT ONE**

1872. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1873. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Levi Brown to autograph trading cards for Upper Deck (“Levi Brown Agreement One”).

1874. NFLPI performed under this agreement.

1875. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$912.50.

1876. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$912.50 that was due.

1877. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1878. Upper Deck does not, in fact, dispute the amount it was invoiced.

1879. Upper Deck has not paid any portion of the amount it was invoiced.

1880. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Levi Brown Agreement One.

1881. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$912.50.

1882. In accordance with the terms of the Levi Brown Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1883. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-SIX
BREACH OF CONTRACT—LEVI BROWN AGREEMENT TWO**

1884. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1885. On or around August 25, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Levi Brown to autograph trading cards for Upper Deck (“Levi Brown Agreement Two”).

1886. NFLPI performed under this agreement.

1887. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,881.75.

1888. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,881.75 that was due.

1889. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1890. Upper Deck does not, in fact, dispute the amount it was invoiced.

1891. Upper Deck has not paid any portion of the amount it was invoiced.

1892. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Levi Brown Agreement Two.

1893. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,881.75.

1894. In accordance with the terms of the Levi Brown Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1895. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-SEVEN
BREACH OF CONTRACT-LIMAS SWEED AGREEMENT**

1896. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1897. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Limas Sweed to autograph trading cards for Upper Deck ("Limas Sweed Agreement").

1898. NFLPI performed under this agreement.

1899. Based on the number of trading cards Mr. Sweed autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,025.00.

1900. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,025.00 that was due.

1901. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1902. Upper Deck does not, in fact, dispute the amount it was invoiced.

1903. Upper Deck has not paid any portion of the amount it was invoiced.

1904. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Limas Sweed Agreement.

1905. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,025.00.

1906. In accordance with the terms of the Limas Sweed Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1907. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-EIGHT
BREACH OF CONTRACT—MARKUS EASLEY AGREEMENT**

1908. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1909. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Markus Easley to autograph trading cards for Upper Deck ("Markus Easley Agreement").

1910. NFLPI performed under this agreement.

1911. Based on the number of trading cards Mr. Easley autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,700.00.

1912. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,700.00 that was due.

1913. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1914. Upper Deck does not, in fact, dispute the amount it was invoiced.

1915. Upper Deck has not paid any portion of the amount it was invoiced.

1916. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Markus Easley Agreement.

1917. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,700.00.

1918. In accordance with the terms of the Markus Easley Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1919. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED FIFTY-NINE
BREACH OF CONTRACT—MARDY GILYARD AGREEMENT ONE**

1920. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1921. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Mardy Gilyard to autograph trading cards for Upper Deck ("Mardy Gilyard Agreement One").

1922. NFLPI performed under this agreement.

1923. Based on the number of trading cards Mr. Gilyard autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,783.50.

1924. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,783.50 that was due.

1925. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1926. Upper Deck does not, in fact, dispute the amount it was invoiced.

1927. Upper Deck has not paid any portion of the amount it was invoiced.

1928. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Mardy Gilyard Agreement One.

1929. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,783.50.

1930. In accordance with the terms of the Mardy Gilyard Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1931. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY
BREACH OF CONTRACT—MARDY GILYARD AGREEMENT TWO**

1932. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1933. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Mardy Gilyard to autograph trading cards for Upper Deck ("Mardy Gilyard Agreement Two").

1934. NFLPI performed under this agreement.

1935. Based on the number of trading cards Mr. Gilyard autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$661.50.

1936. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$661.50 that was due.

1937. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1938. Upper Deck does not, in fact, dispute the amount it was invoiced.

1939. Upper Deck has not paid any portion of the amount it was invoiced.

1940. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Mardy Gilyard Agreement Two.

1941. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$661.50.

1942. In accordance with the terms of the Mardy Gilyard Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1943. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-ONE
BREACH OF CONTRACT—MARIO WILLIAMS AGREEMENT**

1944. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1945. On or around December 21, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Mario Williams to autograph trading cards for Upper Deck (“Mario Williams Agreement”).

1946. NFLPI performed under this agreement.

1947. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,550.00.

1948. On or around March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,550.00 that was due.

1949. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1950. Upper Deck does not, in fact, dispute the amount it was invoiced.

1951. Upper Deck has not paid any portion of the amount it was invoiced.

1952. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Mario Williams Agreement.

1953. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,550.00.

1954. In accordance with the terms of the Mario Williams Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

1955. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-TWO
BREACH OF CONTRACT—MARK CLAYTON AGREEMENT**

1956. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1957. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Mark Clayton to autograph trading cards for Upper Deck (“Mark Clayton Agreement”).

1958. NFLPI performed under this agreement.

1959. Based on the number of trading cards Mr. Clayton autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,790.00.

1960. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,790.00 that was due.

1961. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1962. Upper Deck does not, in fact, dispute the amount it was invoiced.

1963. Upper Deck has not paid any portion of the amount it was invoiced.

1964. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Mark Clayton Agreement.

1965. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,790.00.

1966. In accordance with the terms of the Mark Clayton Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1967. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-THREE
BREACH OF CONTRACT—MARK SANCHEZ AGREEMENT

1968. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1969. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Mark Sanchez to autograph trading cards for Upper Deck ("Mark Sanchez Agreement").

1970. NFLPI performed under this agreement.

1971. Based on the number of trading cards Mr. Sanchez autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$9,350.00.

1972. On or around March 16, 2011 and June 20, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$9,350.00 that was due.

1973. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1974. Upper Deck does not, in fact, dispute the amount it was invoiced.

1975. Upper Deck has not paid any portion of the amount it was invoiced.

1976. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Mark Sanchez Agreement.

1977. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$9,350.00.

1978. In accordance with the terms of the Mark Sanchez Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1979. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-FOUR
BREACH OF CONTRACT—MARQUES COLSTON AGREEMENT**

1980. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1981. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Marques Colston to autograph trading cards for Upper Deck ("Marques Colston Agreement").

1982. NFLPI performed under this agreement.

1983. Based on the number of trading cards Mr. Colston autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,980.00.

1984. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,980.00 that was due.

1985. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1986. Upper Deck does not, in fact, dispute the amount it was invoiced.

1987. Upper Deck has not paid any portion of the amount it was invoiced.

1988. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Marques Colston Agreement.

1989. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,980.00.

1990. In accordance with the terms of the Marques Colston Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

1991. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-FIVE
BREACH OF CONTRACT-MATT CASSELL AGREEMENT**

1992. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

1993. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Matt Cassell to autograph trading cards for Upper Deck ("Matt Cassell Agreement").

1994. NFLPI performed under this agreement.

1995. Based on the number of trading cards Mr. Cassell autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,488.00.

1996. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,488.00 that was due.

1997. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

1998. Upper Deck does not, in fact, dispute the amount it was invoiced.

1999. Upper Deck has not paid any portion of the amount it was invoiced.

2000. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Matt Cassell Agreement.

2001. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$4,488.00.

2002. In accordance with the terms of the Matt Cassell Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2003. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-SIX
BREACH OF CONTRACT—MATT RYAN AGREEMENT**

2004. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2005. On or around May 7, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Matt Ryan to autograph trading cards for Upper Deck (“Matt Ryan Agreement”).

2006. NFLPI performed under this agreement.

2007. Based on the number of trading cards Mr. Ryan autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,250.00.

2008. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,250.00 that was due.

2009. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2010. Upper Deck does not, in fact, dispute the amount it was invoiced.

2011. Upper Deck has not paid any portion of the amount it was invoiced.

2012. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Matt Ryan Agreement.

2013. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$5,250.00.

2014. In accordance with the terms of the Matt Ryan Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2015. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-SEVEN
BREACH OF CONTRACT–MATT SCHAUB AGREEMENT

2016. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2017. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Matt Schaub to autograph trading cards for Upper Deck (“Matt Schaub Agreement”).

2018. NFLPI performed under this agreement.

2019. Based on the number of trading cards Mr. Schaub autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,260.00.

2020. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,260.00 that was due.

2021. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2022. Upper Deck does not, in fact, dispute the amount it was invoiced.

2023. Upper Deck has not paid any portion of the amount it was invoiced.

2024. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Matt Schaub Agreement.

2025. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,260.00.

2026. In accordance with the terms of the Matt Schaub Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out

of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2027. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-EIGHT
BREACH OF CONTRACT—MAX HALL AGREEMENT**

2028. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2029. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Max Hall to autograph trading cards for Upper Deck ("Max Hall Agreement").

2030. NFLPI performed under this agreement.

2031. Based on the number of trading cards Mr. Hall autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,100.00.

2032. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,100.00 that was due.

2033. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2034. Upper Deck does not, in fact, dispute the amount it was invoiced.

2035. Upper Deck has not paid any portion of the amount it was invoiced.

2036. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Max Hall Agreement.

2037. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,100.00.

2038. In accordance with the terms of the Max Hall Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2039. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SIXTY-NINE
BREACH OF CONTRACT—MICHAEL GRIFFIN AGREEMENT**

2040. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2041. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Michael Griffin to autograph trading cards for Upper Deck ("Michael Griffin Agreement").

2042. NFLPI performed under this agreement.

2043. Based on the number of trading cards Mr. Griffin autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,380.00.

2044. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,380.00 that was due.

2045. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2046. Upper Deck does not, in fact, dispute the amount it was invoiced.

2047. Upper Deck has not paid any portion of the amount it was invoiced.

2048. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Michael Griffin Agreement.

2049. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,380.00.

2050. In accordance with the terms of the Michael Griffin Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2051. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY
BREACH OF CONTRACT—MICHAEL KAFKA AGREEMENT**

2052. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2053. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Michael Kafka to autograph trading cards for Upper Deck ("Michael Kafka Agreement").

2054. NFLPI performed under this agreement.

2055. Based on the number of trading cards Mr. Kafka autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$6,818.00.

2056. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$6,818.00 that was due.

2057. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2058. Upper Deck does not, in fact, dispute the amount it was invoiced.

2059. Upper Deck has not paid any portion of the amount it was invoiced.

2060. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Mike Kafka Agreement.

2061. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$6,818.00.

2062. In accordance with the terms of the Mike Kafka Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2063. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-ONE
BREACH OF CONTRACT—MIKE WILLIAMS AGREEMENT**

2064. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2065. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Mike Williams to autograph trading cards for Upper Deck ("Mike Williams Agreement").

2066. NFLPI performed under this agreement.

2067. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$8,064.00.

2068. On or around July 28, 2010 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$8,064.00 that was due.

2069. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2070. Upper Deck does not, in fact, dispute the amount it was invoiced.

2071. Upper Deck has not paid any portion of the amount it was invoiced.

2072. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Mike Williams Agreement.

2073. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$8,064.00.

2074. In accordance with the terms of the Mike Williams Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2075. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-TWO
BREACH OF CONTRACT—MONTARIO HARDESTY AGREEMENT**

2076. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2077. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Montario Hardesty to autograph trading cards for Upper Deck (“Montario Hardesty Agreement”).

2078. NFLPI performed under this agreement.

2079. Based on the number of trading cards Mr. Hardesty autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$15,755.00.

2080. On or around December 16, 2010, March 8, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$15,755.00 that was due.

2081. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2082. Upper Deck does not, in fact, dispute the amount it was invoiced.

2083. Upper Deck has not paid any portion of the amount it was invoiced.

2084. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Montario Hardesty Agreement.

2085. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$15,755.00.

2086. In accordance with the terms of the Montario Hardesty Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2087. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-THREE
BREACH OF CONTRACT–NATHAN VASHER AGREEMENT**

2088. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2089. On or around October 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Nathan Vasher to autograph trading cards for Upper Deck (“Nathan Vasher Agreement”).

2090. NFLPI performed under this agreement.

2091. Based on the number of trading cards Mr. Vasher autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,125.00.

2092. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,125.00 that was due.

2093. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2094. Upper Deck does not, in fact, dispute the amount it was invoiced.

2095. Upper Deck has not paid any portion of the amount it was invoiced.

2096. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Nathan Vasher Agreement.

2097. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,125.00.

2098. In accordance with the terms of the Nathan Vasher Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2099. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-FOUR
BREACH OF CONTRACT-NAVARRO BOWMAN AGREEMENT ONE**

2100. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2101. On or around July 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Navorro Bowman to autograph trading cards for Upper Deck ("Navorro Bowman Agreement One").

2102. NFLPI performed under this agreement.

2103. Based on the number of trading cards Mr. Bowman autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$625.00.

2104. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$625.00 that was due.

2105. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2106. Upper Deck does not, in fact, dispute the amount it was invoiced.

2107. Upper Deck has not paid any portion of the amount it was invoiced.

2108. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Navorro Bowman Agreement One.

2109. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$625.00.

2110. In accordance with the terms of the Navorro Bowman Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2111. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-FIVE
BREACH OF CONTRACT-NAVORRO BOWMAN AGREEMENT TWO**

2112. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2113. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Navorro Bowman to autograph trading cards for Upper Deck ("Navorro Bowman Agreement Two").

2114. NFLPI performed under this agreement.

2115. Based on the number of trading cards Mr. Bowman autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,722.50.

2116. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,722.50 that was due.

2117. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2118. Upper Deck does not, in fact, dispute the amount it was invoiced.

2119. Upper Deck has not paid any portion of the amount it was invoiced.

2120. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Navorro Bowman Agreement Two.

2121. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,722.50.

2122. In accordance with the terms of the Navorro Bowman Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2123. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-SIX
BREACH OF CONTRACT-NDAMUKONG SUH AGREEMENT ONE**

2124. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2125. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ndamukong Suh to autograph trading cards for Upper Deck ("Ndamukong Suh Agreement One").

2126. NFLPI performed under this agreement.

2127. Based on the number of trading cards Mr. Suh autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$11,160.00.

2128. On or around July 28, 2010 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$11,160.00 that was due.

2129. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2130. Upper Deck does not, in fact, dispute the amount it was invoiced.

2131. Upper Deck has not paid any portion of the amount it was invoiced.

2132. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Ndamukong Suh Agreement One.

2133. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$11,160.00.

2134. In accordance with the terms of the Ndamukong Suh Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2135. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-SEVEN
BREACH OF CONTRACT-NDAMUKONG SUH AGREEMENT TWO**

2136. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2137. On or around September 27, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ndamukong Suh to autograph trading cards for Upper Deck (“Ndamukong Suh Agreement Two”).

2138. NFLPI performed under this agreement.

2139. Based on the number of trading cards Mr. Suh autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,640.00.

2140. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,640.00 that was due.

2141. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2142. Upper Deck does not, in fact, dispute the amount it was invoiced.

2143. Upper Deck has not paid any portion of the amount it was invoiced.

2144. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Ndamukong Suh Agreement Two.

2145. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,640.00.

2146. In accordance with the terms of the Ndamukong Suh Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2147. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-EIGHT
BREACH OF CONTRACT–NNAMDI ASOMUGHA AGREEMENT**

2148. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2149. On or around August 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Nnamdi Asomugha to autograph trading cards for Upper Deck (“Nnamdi Asomugha Agreement”).

2150. NFLPI performed under this agreement.

2151. Based on the number of trading cards Mr. Asomugha autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,100.00.

2152. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,100.00 that was due.

2153. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2154. Upper Deck does not, in fact, dispute the amount it was invoiced.

2155. Upper Deck has not paid any portion of the amount it was invoiced.

2156. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Nnamdi Asomugha Agreement.

2157. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,100.00.

2158. In accordance with the terms of the Nnamdi Asomugha Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2159. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED SEVENTY-NINE
BREACH OF CONTRACT-PATRICK ROBINSON AGREEMENT ONE**

2160. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2161. On or around June 21, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Patrick Robinson to autograph trading cards for Upper Deck ("Patrick Robinson Agreement One").

2162. NFLPI performed under this agreement.

2163. Based on the number of trading cards Mr. Robinson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$750.00.

2164. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$750.00 that was due.

2165. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2166. Upper Deck does not, in fact, dispute the amount it was invoiced.

2167. Upper Deck has not paid any portion of the amount it was invoiced.

2168. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Patrick Robinson Agreement One.

2169. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$750.00.

2170. In accordance with the terms of the Patrick Robinson Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2171. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY
BREACH OF CONTRACT-PATRICK ROBINSON AGREEMENT TWO**

2172. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2173. On or around August 30, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Patrick Robinson to autograph trading cards for Upper Deck ("Patrick Robinson Agreement Two").

2174. NFLPI performed under this agreement.

2175. Based on the number of trading cards Mr. Robinson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,889.00.

2176. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,889.00 that was due.

2177. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2178. Upper Deck does not, in fact, dispute the amount it was invoiced.

2179. Upper Deck has not paid any portion of the amount it was invoiced.

2180. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Patrick Robinson Agreement Two.

2181. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,889.00.

2182. In accordance with the terms of the Patrick Robinson Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2183. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-ONE
BREACH OF CONTRACT-PATRICK WILLIS AGREEMENT**

2184. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2185. On or around May 19, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Patrick Willis to autograph trading cards for Upper Deck ("Patrick Willis Agreement").

2186. NFLPI performed under this agreement.

2187. Based on the number of trading cards Mr. Willis autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$14,460.00.

2188. On or around January 18, 2010, March 16, 2011 and June 20, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$14,460.00 that was due.

2189. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2190. Upper Deck does not, in fact, dispute the amount it was invoiced.

2191. Upper Deck has not paid any portion of the amount it was invoiced.

2192. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Patrick Willis Agreement.

2193. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$14,460.00.

2194. In accordance with the terms of the Patrick Willis Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2195. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-TWO
BREACH OF CONTRACT—PERCY HARVIN AGREEMENT ONE**

2196. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2197. On or around May 20, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Percy Harvin to autograph trading cards for Upper Deck (“Percy Harvin Agreement One”).

2198. NFLPI performed under this agreement.

2199. Based on the number of trading cards Mr. Harvin autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$595.00.

2200. On or around October 27, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$595.00 that was due.

2201. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2202. Upper Deck does not, in fact, dispute the amount it was invoiced.

2203. Upper Deck has not paid any portion of the amount it was invoiced.

2204. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Percy Harvin Agreement One.

2205. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$595.00.

2206. In accordance with the terms of the Percy Harvin Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2207. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-THREE
BREACH OF CONTRACT—PERCY HARVIN AGREEMENT TWO**

2208. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2209. On or around August 18, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Percy Harvin to autograph trading cards for Upper Deck (“Percy Harvin Agreement Two”).

2210. NFLPI performed under this agreement.

2211. Based on the number of trading cards Mr. Harvin autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$17,787.00.

2212. On or around October 27, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$17,787.00 that was due.

2213. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2214. Upper Deck does not, in fact, dispute the amount it was invoiced.

2215. Upper Deck has not paid any portion of the amount it was invoiced.

2216. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Percy Harvin Agreement Two.

2217. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$17,787.00.

2218. In accordance with the terms of the Percy Harvin Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2219. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-FOUR
BREACH OF CONTRACT-PEYTON MANNING AGREEMENT**

2220. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2221. On or around May 29, 2009, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Peyton Manning to autograph trading cards for Upper Deck ("Peyton Manning Agreement").

2222. NFLPI performed under this agreement.

2223. Based on the number of trading cards Mr. Manning autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$32,100.00.

2224. On or around March 16, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$32,100.00 that was due.

2225. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2226. Upper Deck does not, in fact, dispute the amount it was invoiced.

2227. Upper Deck has not paid any portion of the amount it was invoiced.

2228. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Peyton Manning Agreement.

2229. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$32,100.00.

2230. In accordance with the terms of the Peyton Manning Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2231. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-FIVE
BREACH OF CONTRACT-PHIL DAWSON AGREEMENT**

2232. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2233. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Phil Dawson to autograph trading cards for Upper Deck ("Phil Dawson Agreement").

2234. NFLPI performed under this agreement.

2235. Based on the number of trading cards Mr. Dawson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

2236. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,000.00 that was due.

2237. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2238. Upper Deck does not, in fact, dispute the amount it was invoiced.

2239. Upper Deck has not paid any portion of the amount it was invoiced.

2240. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Phil Dawson Agreement.

2241. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,000.00.

2242. In accordance with the terms of the Phil Dawson Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2243. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-SIX
BREACH OF CONTRACT-QUENTIN JAMMER AGREEMENT**

2244. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2245. On or around August 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Quentin Jammer to autograph trading cards for Upper Deck ("Quentin Jammer Agreement").

2246. NFLPI performed under this agreement.

2247. Based on the number of trading cards Mr. Jammer autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,800.00.

2248. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,800.00 that was due.

2249. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2250. Upper Deck does not, in fact, dispute the amount it was invoiced.

2251. Upper Deck has not paid any portion of the amount it was invoiced.

2252. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Quentin Jammer Agreement.

2253. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,800.00.

2254. In accordance with the terms of the Quentin Jammer Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2255. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-SEVEN
BREACH OF CONTRACT-REGGIE WAYNE AGREEMENT**

2256. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2257. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Reggie Wayne to autograph trading cards for Upper Deck (“Reggie Wayne Agreement”).

2258. NFLPI performed under this agreement.

2259. Based on the number of trading cards Mr. Wayne autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,000.00.

2260. On or around March 16, 2011 and June 20, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,000.00 that was due.

2261. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2262. Upper Deck does not, in fact, dispute the amount it was invoiced.

2263. Upper Deck has not paid any portion of the amount it was invoiced.

2264. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Reggie Wayne Agreement.

2265. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,000.00.

2266. In accordance with the terms of the Reggie Wayne Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2267. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-EIGHT
BREACH OF CONTRACT–RENNIE CURRAN AGREEMENT**

2268. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2269. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Rennie Curran to autograph trading cards for Upper Deck (“Rennie Curran Agreement”).

2270. NFLPI performed under this agreement.

2271. Based on the number of trading cards Mr. Curran autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,722.50.

2272. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,722.50 that was due.

2273. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2274. Upper Deck does not, in fact, dispute the amount it was invoiced.

2275. Upper Deck has not paid any portion of the amount it was invoiced.

2276. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Rennie Curran Agreement.

2277. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,722.50.

2278. In accordance with the terms of the Rennie Curran Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2279. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED EIGHTY-NINE
BREACH OF CONTRACT-RICKY WILLIAMS AGREEMENT**

2280. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2281. On or around July 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ricky Williams to autograph trading cards for Upper Deck ("Ricky Williams Agreement").

2282. NFLPI performed under this agreement.

2283. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,005.50.

2284. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$5,005.50 that was due.

2285. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2286. Upper Deck does not, in fact, dispute the amount it was invoiced.

2287. Upper Deck has not paid any portion of the amount it was invoiced.

2288. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Ricky Williams Agreement.

2289. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$5,005.50.

2290. In accordance with the terms of the Ricky Williams Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2291. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY
BREACH OF CONTRACT—RILEY COOPER AGREEMENT**

2292. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2293. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Riley Cooper to autograph trading cards for Upper Deck ("Riley Cooper Agreement").

2294. NFLPI performed under this agreement.

2295. Based on the number of trading cards Mr. Cooper autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,006.00.

2296. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,006.00 that was due.

2297. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2298. Upper Deck does not, in fact, dispute the amount it was invoiced.

2299. Upper Deck has not paid any portion of the amount it was invoiced.

2300. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Riley Cooper Agreement.

2301. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,006.00.

2302. In accordance with the terms of the Riley Cooper Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2303. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-ONE
BREACH OF CONTRACT-ROB GRONKOWSKI AGREEMENT**

2304. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2305. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Rob Gronkowski to autograph trading cards for Upper Deck ("Rob Gronkowski Agreement").

2306. NFLPI performed under this agreement.

2307. Based on the number of trading cards Mr. Gronkowski autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,020.00.

2308. On or around January 21, 2011 and March 8, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,020.00 that was due.

2309. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2310. Upper Deck does not, in fact, dispute the amount it was invoiced.

2311. Upper Deck has not paid any portion of the amount it was invoiced.

2312. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Rob Gronkowski Agreement.

2313. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,020.00.

2314. In accordance with the terms of the Rob Gronkowski Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2315. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-TWO
BREACH OF CONTRACT-ROLANDO MCCLAIN AGREEMENT ONE**

2316. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2317. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Rolando McClain to autograph trading cards for Upper Deck ("Rolando McClain Agreement One").

2318. NFLPI performed under this agreement.

2319. Based on the number of trading cards Mr. McClain autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$10,460.00.

2320. On or around July 28, 2010, January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$10,460.00 that was due.

2321. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2322. Upper Deck does not, in fact, dispute the amount it was invoiced.

2323. Upper Deck has not paid any portion of the amount it was invoiced.

2324. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Rolando McClain Agreement One.

2325. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$10,460.00.

2326. In accordance with the terms of the Rolando McClain Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2327. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-THREE
BREACH OF CONTRACT-ROLANDO MCCLAIN AGREEMENT TWO**

2328. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2329. On or around October 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Rolando McClain to autograph trading cards for Upper Deck (“Rolando McClain Agreement Two”).

2330. NFLPI performed under this agreement.

2331. Based on the number of trading cards Mr. McClain autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$565.00.

2332. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$565.00 that was due.

2333. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2334. Upper Deck does not, in fact, dispute the amount it was invoiced.

2335. Upper Deck has not paid any portion of the amount it was invoiced.

2336. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Rolando McClain Agreement Two.

2337. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$565.00.

2338. In accordance with the terms of the Rolando McClain Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2339. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-FOUR
BREACH OF CONTRACT—RONNIE BROWN AGREEMENT**

2340. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2341. On or around August 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ronnie Brown to autograph trading cards for Upper Deck (“Ronnie Brown Agreement”).

2342. NFLPI performed under this agreement.

2343. Based on the number of trading cards Mr. Brown autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$6,358.00.

2344. On or around March 8, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$6,358.00 that was due.

2345. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2346. Upper Deck does not, in fact, dispute the amount it was invoiced.

2347. Upper Deck has not paid any portion of the amount it was invoiced.

2348. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Ronnie Brown Agreement.

2349. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$6,358.00.

2350. In accordance with the terms of the Ronnie Brown Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2351. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-FIVE
BREACH OF CONTRACT-ROY WILLIAMS AGREEMENT**

2352. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2353. On or around September 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Roy Williams to autograph trading cards for Upper Deck ("Roy Williams Agreement").

2354. NFLPI performed under this agreement.

2355. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,136.00.

2356. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,136.00 that was due.

2357. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2358. Upper Deck does not, in fact, dispute the amount it was invoiced.

2359. Upper Deck has not paid any portion of the amount it was invoiced.

2360. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Roy Williams Agreement.

2361. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,136.00.

2362. In accordance with the terms of the Roy Williams Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2363. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-SIX
BREACH OF CONTRACT—RUSSELL OKUNG AGREEMENT**

2364. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2365. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Russell Okung to autograph trading cards for Upper Deck ("Russell Okung Agreement").

2366. NFLPI performed under this agreement.

2367. Based on the number of trading cards Mr. Okung autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,997.00.

2368. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$2,997.00 that was due.

2369. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2370. Upper Deck does not, in fact, dispute the amount it was invoiced.

2371. Upper Deck has not paid any portion of the amount it was invoiced.

2372. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Russell Okung Agreement.

2373. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,997.00.

2374. In accordance with the terms of the Russell Okung Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2375. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-SEVEN
BREACH OF CONTRACT–RUSTY SMITH AGREEMENT ONE**

2376. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2377. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Rusty Smith to autograph trading cards for Upper Deck ("Rusty Smith Agreement One").

2378. NFLPI performed under this agreement.

2379. Based on the number of trading cards Mr. Smith autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$750.00.

2380. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$750.00 that was due.

2381. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2382. Upper Deck does not, in fact, dispute the amount it was invoiced.

2383. Upper Deck has not paid any portion of the amount it was invoiced.

2384. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Rusty Smith Agreement One.

2385. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$750.00.

2386. In accordance with the terms of the Rusty Smith Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2387. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-EIGHT
BREACH OF CONTRACT-RUSTY SMITH AGREEMENT TWO**

2388. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2389. On or around August 30, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Rusty Smith to autograph trading cards for Upper Deck (“Rusty Smith Agreement Two”).

2390. NFLPI performed under this agreement.

2391. Based on the number of trading cards Mr. Smith autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,109.00.

2392. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,109.00 that was due.

2393. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2394. Upper Deck does not, in fact, dispute the amount it was invoiced.

2395. Upper Deck has not paid any portion of the amount it was invoiced.

2396. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Rusty Smith Agreement Two.

2397. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,109.00.

2398. In accordance with the terms of the Rusty Smith Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2399. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER ONE HUNDRED NINETY-NINE
BREACH OF CONTRACT—RYAN GRANT AGREEMENT**

2400. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2401. On or around October 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ryan Grant to autograph trading cards for Upper Deck (“Ryan Grant Agreement”).

2402. NFLPI performed under this agreement.

2403. Based on the number of trading cards Mr. Grant autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,000.00.

2404. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,000.00 that was due.

2405. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2406. Upper Deck does not, in fact, dispute the amount it was invoiced.

2407. Upper Deck has not paid any portion of the amount it was invoiced.

2408. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Ryan Grant Agreement.

2409. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$5,000.00.

2410. In accordance with the terms of the Ryan Grant Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2411. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED
BREACH OF CONTRACT—RYAN MATTHEWS AGREEMENT ONE**

2412. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2413. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ryan Matthews to autograph trading cards for Upper Deck ("Ryan Matthews Agreement One").

2414. NFLPI performed under this agreement.

2415. Based on the number of trading cards Mr. Matthews autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$21,210.00.

2416. On or around July 28, 2010 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$21,210.00 that was due.

2417. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2418. Upper Deck does not, in fact, dispute the amount it was invoiced.

2419. Upper Deck has not paid any portion of the amount it was invoiced.

2420. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Ryan Matthews Agreement One.

2421. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$21,210.00.

2422. In accordance with the terms of the Ryan Matthews Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2423. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-ONE
BREACH OF CONTRACT—RYAN MATTHEWS AGREEMENT TWO**

2424. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2425. On or around August 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Ryan Matthews to autograph trading cards for Upper Deck ("Ryan Matthews Agreement Two").

2426. NFLPI performed under this agreement.

2427. Based on the number of trading cards Mr. Ryan Matthews autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$8,505.00.

2428. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$8,505.00 that was due.

2429. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2430. Upper Deck does not, in fact, dispute the amount it was invoiced.

2431. Upper Deck has not paid any portion of the amount it was invoiced.

2432. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Ryan Matthews Agreement Two.

2433. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$8,505.00.

2434. In accordance with the terms of the Ryan Matthews Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2435. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-TWO
BREACH OF CONTRACT-SAM BRADFORD AGREEMENT**

2436. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2437. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sam Bradford to autograph trading cards for Upper Deck ("Sam Bradford Agreement").

2438. NFLPI performed under this agreement.

2439. Based on the number of trading cards Mr. Bradford autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$71,960.00.

2440. On or around December 16, 2010, January 21, 2011, March 8, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$71,960.00 that was due.

2441. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2442. Upper Deck does not, in fact, dispute the amount it was invoiced.

2443. Upper Deck has not paid any portion of the amount it was invoiced.

2444. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Sam Bradford Agreement.

2445. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$71,960.00.

2446. In accordance with the terms of the Sam Bradford Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2447. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-THREE
BREACH OF CONTRACT-SEAN CANFIELD AGREEMENT**

2448. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2449. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sean Canfield to autograph trading cards for Upper Deck (“Sean Canfield Agreement”).

2450. NFLPI performed under this agreement.

2451. Based on the number of trading cards Mr. Canfield autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,904.00.

2452. On or around January 21, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,904.00 that was due.

2453. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2454. Upper Deck does not, in fact, dispute the amount it was invoiced.

2455. Upper Deck has not paid any portion of the amount it was invoiced.

2456. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Sean Canfield Agreement.

2457. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$2,904.00.

2458. In accordance with the terms of the Sean Canfield Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2459. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-FOUR
BREACH OF CONTRACT–SEAN LEE AGREEMENT ONE**

2460. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2461. On or around July 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sean Lee to autograph trading cards for Upper Deck (“Sean Lee Agreement One”).

2462. NFLPI performed under this agreement.

2463. Based on the number of trading cards Mr. Lee autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,000.00.

2464. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,000.00 that was due.

2465. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2466. Upper Deck does not, in fact, dispute the amount it was invoiced.

2467. Upper Deck has not paid any portion of the amount it was invoiced.

2468. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Sean Lee Agreement One.

2469. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,000.00.

2470. In accordance with the terms of the Sean Lee Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two,

NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2471. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED -FIVE
BREACH OF CONTRACT-SEAN LEE AGREEMENT TWO**

2472. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2473. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sean Lee to autograph trading cards for Upper Deck ("Sean Lee Agreement Two").

2474. NFLPI performed under this agreement.

2475. Based on the number of trading cards Mr. Lee autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,852.00.

2476. On or around January 25, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,852.00 that was due.

2477. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2478. Upper Deck does not, in fact, dispute the amount it was invoiced.

2479. Upper Deck has not paid any portion of the amount it was invoiced.

2480. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Sean Lee Agreement Two.

2481. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,852.00.

2482. In accordance with the terms of the Sean Lee Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2483. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-SIX
BREACH OF CONTRACT—SEAN WEATHERSPOON AGREEMENT ONE**

2484. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2485. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sean Weatherspoon to autograph trading cards for Upper Deck ("Sean Weatherspoon Agreement One").

2486. NFLPI performed under this agreement.

2487. Based on the number of trading cards Mr. Weatherspoon autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,360.00.

2488. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$1,360.00 that was due.

2489. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2490. Upper Deck does not, in fact, dispute the amount it was invoiced.

2491. Upper Deck has not paid any portion of the amount it was invoiced.

2492. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Sean Weatherspoon Agreement One.

2493. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$1,360.00.

2494. In accordance with the terms of the Sean Weatherspoon Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2495. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-SEVEN
BREACH OF CONTRACT-SEAN WEATHERSPOON AGREEMENT TWO**

2496. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2497. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sean Weatherspoon to autograph trading cards for Upper Deck ("Sean Weatherspoon Agreement Two").

2498. NFLPI performed under this agreement.

2499. Based on the number of trading cards Mr. Weatherspoon autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,852.00.

2500. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,852.00 that was due.

2501. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2502. Upper Deck does not, in fact, dispute the amount it was invoiced.

2503. Upper Deck has not paid any portion of the amount it was invoiced.

2504. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Sean Weatherspoon Agreement Two.

2505. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,852.00.

2506. In accordance with the terms of the Sean Weatherspoon Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2507. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-EIGHT
BREACH OF CONTRACT—SERGIO KINDLE AGREEMENT ONE**

2508. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2509. On or around June 9, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sergio Kindle to autograph trading cards for Upper Deck ("Sergio Kindle Agreement One").

2510. NFLPI performed under this agreement.

2511. Based on the number of trading cards Mr. Kindle autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,000.00.

2512. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$3,000.00 that was due.

2513. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2514. Upper Deck does not, in fact, dispute the amount it was invoiced.

2515. Upper Deck has not paid any portion of the amount it was invoiced.

2516. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Sergio Kindle Agreement One.

2517. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,000.00.

2518. In accordance with the terms of the Sergio Kindle Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2519. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-NINE
BREACH OF CONTRACT—SERGIO KINDLE AGREEMENT TWO**

2520. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2521. On or around July 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sergio Kindle to autograph trading cards for Upper Deck (“Sergio Kindle Agreement Two”).

2522. NFLPI performed under this agreement.

2523. Based on the number of trading cards Mr. Kindle autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3.00.

2524. On or around July 21, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$3.00 that was due.

2525. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2526. Upper Deck does not, in fact, dispute the amount it was invoiced.

2527. Upper Deck has not paid any portion of the amount it was invoiced.

2528. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Sergio Kindle Agreement Two.

2529. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$3.00.

2530. In accordance with the terms of the Sergio Kindle Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2531. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-TEN
BREACH OF CONTRACT—SERGIO KINDLE AGREEMENT THREE**

2532. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2533. On or around August 13, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sergio Kindle to autograph trading cards for Upper Deck (“Sergio Kindle Agreement Three”).

2534. NFLPI performed under this agreement.

2535. Based on the number of trading cards Mr. Kindle autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$903.00.

2536. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$903.00 that was due.

2537. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2538. Upper Deck does not, in fact, dispute the amount it was invoiced.

2539. Upper Deck has not paid any portion of the amount it was invoiced.

2540. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Sergio Kindle Agreement Three.

2541. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$903.00.

2542. In accordance with the terms of the Sergio Kindle Agreement Three, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2543. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-ELEVEN
BREACH OF CONTRACT—SERGIO KINDLE AGREEMENT FOUR**

2544. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2545. On or around August 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sergio Kindle to autograph trading cards for Upper Deck ("Sergio Kindle Agreement Four").

2546. NFLPI performed under this agreement.

2547. Based on the number of trading cards Mr. Kindle autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$3,120.00.

2548. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$3,120.00 that was due.

2549. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2550. Upper Deck does not, in fact, dispute the amount it was invoiced.

2551. Upper Deck has not paid any portion of the amount it was invoiced.

2552. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Sergio Kindle Agreement Four.

2553. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$3,120.00.

2554. In accordance with the terms of the Sergio Kindle Agreement Four, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2555. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-TWELVE
BREACH OF CONTRACT—SIDNEY RICE AGREEMENT**

2556. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2557. On or around July 19, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Sidney Rice to autograph trading cards for Upper Deck ("Sidney Rice Agreement").

2558. NFLPI performed under this agreement.

2559. Based on the number of trading cards Mr. Rice autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,625.00.

2560. On or around December 16, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$2,625.00 that was due.

2561. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2562. Upper Deck does not, in fact, dispute the amount it was invoiced.

2563. Upper Deck has not paid any portion of the amount it was invoiced.

2564. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Sidney Rice Agreement.

2565. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,625.00.

2566. In accordance with the terms of the Sidney Rice Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2567. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-THIRTEEN
BREACH OF CONTRACT-STAFON JOHNSON AGREEMENT ONE**

2568. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2569. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Stafon Johnson to autograph trading cards for Upper Deck ("Stafon Johnson Agreement One").

2570. NFLPI performed under this agreement.

2571. Based on the number of trading cards Mr. Johnson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$500.00.

2572. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$500.00 that was due.

2573. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2574. Upper Deck does not, in fact, dispute the amount it was invoiced.

2575. Upper Deck has not paid any portion of the amount it was invoiced.

2576. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Stafon Johnson Agreement One.

2577. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$500.00.

2578. In accordance with the terms of the Stafon Johnson Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2579. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-FOURTEEN
BREACH OF CONTRACT-STAFON JOHNSON AGREEMENT TWO**

2580. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2581. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Stafon Johnson to autograph trading cards for Upper Deck (“Stafon Johnson Agreement Two”).

2582. NFLPI performed under this agreement.

2583. Based on the number of trading cards Mr. Johnson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,926.00.

2584. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,926.00 that was due.

2585. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2586. Upper Deck does not, in fact, dispute the amount it was invoiced.

2587. Upper Deck has not paid any portion of the amount it was invoiced.

2588. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Stafon Johnson Agreement Two.

2589. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,926.00.

2590. In accordance with the terms of the Stafon Johnson Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2591. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-FIFTEEN
BREACH OF CONTRACT—STEVE BREASTON AGREEMENT**

2592. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2593. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Steve Breaston to autograph trading cards for Upper Deck (“Steve Breaston Agreement”).

2594. NFLPI performed under this agreement.

2595. Based on the number of trading cards Mr. Breaston autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,470.50.

2596. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,470.50 that was due.

2597. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2598. Upper Deck does not, in fact, dispute the amount it was invoiced.

2599. Upper Deck has not paid any portion of the amount it was invoiced.

2600. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Steve Breaston Agreement.

2601. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,470.50.

2602. In accordance with the terms of the Steve Breaston Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2603. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-SIXTEEN
BREACH OF CONTRACT-STEVE SMITH AGREEMENT**

2604. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2605. On or around July 22, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Steve Smith to autograph trading cards for Upper Deck ("Steve Smith Agreement").

2606. NFLPI performed under this agreement.

2607. Based on the number of trading cards Mr. Smith autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,030.00.

2608. On or around December 16, 2010 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,030.00 that was due.

2609. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2610. Upper Deck does not, in fact, dispute the amount it was invoiced.

2611. Upper Deck has not paid any portion of the amount it was invoiced.

2612. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Steve Smith Agreement.

2613. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,030.00.

2614. In accordance with the terms of the Steve Smith Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2615. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-SEVENTEEN
BREACH OF CONTRACT-TAYLOR MAYS AGREEMENT ONE**

2616. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2617. On or around September 8, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Taylor Mays to autograph trading cards for Upper Deck ("Taylor Mays Agreement One").

2618. NFLPI performed under this agreement.

2619. Based on the number of trading cards Mr. Mays autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$695.00.

2620. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$695.00 that was due.

2621. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2622. Upper Deck does not, in fact, dispute the amount it was invoiced.

2623. Upper Deck has not paid any portion of the amount it was invoiced.

2624. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Taylor Mays Agreement One.

2625. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$695.00.

2626. In accordance with the terms of the Taylor Mays Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2627. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-EIGHTEEN
BREACH OF CONTRACT-TAYLOR MAYS AGREEMENT TWO**

2628. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2629. On or around November 16, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Taylor Mays to autograph trading cards for Upper Deck ("Taylor Mays Agreement Two").

2630. NFLPI performed under this agreement.

2631. Based on the number of trading cards Mr. Mays autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$50.00.

2632. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$50.00 that was due.

2633. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2634. Upper Deck does not, in fact, dispute the amount it was invoiced.

2635. Upper Deck has not paid any portion of the amount it was invoiced.

2636. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Taylor Mays Agreement Two.

2637. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$50.00.

2638. In accordance with the terms of the Taylor Mays Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2639. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-NINETEEN
BREACH OF CONTRACT-TAYLOR PRICE AGREEMENT**

2640. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2641. On or around June 14, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Taylor Price to autograph trading cards for Upper Deck (“Taylor Price Agreement”).

2642. NFLPI performed under this agreement.

2643. Based on the number of trading cards Mr. Price autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$7,098.00.

2644. On or around July 28, 2010, December 16, 2010, January 25, 2011 and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$7,098.00 that was due.

2645. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2646. Upper Deck does not, in fact, dispute the amount it was invoiced.

2647. Upper Deck has not paid any portion of the amount it was invoiced.

2648. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Taylor Price Agreement.

2649. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$7,098.00.

2650. In accordance with the terms of the Taylor Price Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2651. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-TWENTY
BREACH OF CONTRACT–TEDDY LEHMAN AGREEMENT**

2652. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2653. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Teddy Lehman to autograph trading cards for Upper Deck (“Teddy Lehman Agreement”).

2654. NFLPI performed under this agreement.

2655. Based on the number of trading cards Mr. Lehman autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,072.00.

2656. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,072.00 that was due.

2657. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2658. Upper Deck does not, in fact, dispute the amount it was invoiced.

2659. Upper Deck has not paid any portion of the amount it was invoiced.

2660. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Teddy Lehman Agreement.

2661. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,072.00.

2662. In accordance with the terms of the Teddy Lehman Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2663. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-ONE
BREACH OF CONTRACT–TIM CROWDER AGREEMENT**

2664. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2665. On or around August 12, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Tim Crowder to autograph trading cards for Upper Deck ("Tim Crowder Agreement").

2666. NFLPI performed under this agreement.

2667. Based on the number of trading cards Mr. Crowder autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$920.00.

2668. On or around January 21, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$920.00 that was due.

2669. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2670. Upper Deck does not, in fact, dispute the amount it was invoiced.

2671. Upper Deck has not paid any portion of the amount it was invoiced.

2672. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Tim Crowder Agreement.

2673. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$920.00.

2674. In accordance with the terms of the Tim Crowder Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2675. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-TWO
BREACH OF CONTRACT-TIM TEBOW AGREEMENT**

2676. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2677. On or around June 15, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Tim Tebow to autograph trading cards for Upper Deck ("Tim Tebow Agreement").

2678. NFLPI performed under this agreement.

2679. Based on the number of trading cards Mr. Tebow autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$84,000.00.

2680. On or around July 28, 2010, January 25, 2011, and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$84,000.00 that was due.

2681. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2682. Upper Deck does not, in fact, dispute the amount it was invoiced.

2683. Upper Deck has not paid any portion of the amount it was invoiced.

2684. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Tim Tebow Agreement.

2685. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$84,000.00.

2686. In accordance with the terms of the Tim Tebow Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2687. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-THREE
BREACH OF CONTRACT-TJ WARD AGREEMENT**

2688. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2689. On or around August 23, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player TJ Ward to autograph trading cards for Upper Deck ("TJ Ward Agreement").

2690. NFLPI performed under this agreement.

2691. Based on the number of trading cards Mr. Ward autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$405.00.

2692. On or around January 25, 2011 Plaintiff NFLPI invoiced Upper Deck for the \$405.00 that was due.

2693. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2694. Upper Deck does not, in fact, dispute the amount it was invoiced.

2695. Upper Deck has not paid any portion of the amount it was invoiced.

2696. Upper Deck's failure to pay the invoiced amount constitutes a breach of the TJ Ward Agreement.

2697. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$405.00.

2698. In accordance with the terms of the TJ Ward Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2699. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-FOUR
BREACH OF CONTRACT—TOBY GERHART AGREEMENT ONE**

2700. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2701. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Toby Gerhart to autograph trading cards for Upper Deck (“Toby Gerhart Agreement One”).

2702. NFLPI performed under this agreement.

2703. Based on the number of trading cards Mr. Gerhart autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$14,004.00.

2704. On or around July 28, 2010, December 16, 2010, and April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$14,004.00 that was due.

2705. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2706. Upper Deck does not, in fact, dispute the amount it was invoiced.

2707. Upper Deck has not paid any portion of the amount it was invoiced.

2708. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Toby Gerhart Agreement One.

2709. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$14,004.00.

2710. In accordance with the terms of the Toby Gerhart Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2711. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-FIVE
BREACH OF CONTRACT–TOBY GERHART AGREEMENT TWO**

2712. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2713. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Toby Gerhart to autograph trading cards for Upper Deck (“Toby Gerhart Agreement Two”).

2714. NFLPI performed under this agreement.

2715. Based on the number of trading cards Mr. Gerhart autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$4,770.00.

2716. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$4,770.00 that was due.

2717. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2718. Upper Deck does not, in fact, dispute the amount it was invoiced.

2719. Upper Deck has not paid any portion of the amount it was invoiced.

2720. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Toby Gerhart Agreement Two.

2721. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$4,770.00.

2722. In accordance with the terms of the Toby Gerhart Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2723. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-SIX
BREACH OF CONTRACT-TONY PIKE AGREEMENT ONE**

2724. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2725. On or around June 29, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Tony Pike to autograph trading cards for Upper Deck ("Tony Pike Agreement One").

2726. NFLPI performed under this agreement.

2727. Based on the number of trading cards Mr. Pike autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,125.00.

2728. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$2,125.00 that was due.

2729. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2730. Upper Deck does not, in fact, dispute the amount it was invoiced.

2731. Upper Deck has not paid any portion of the amount it was invoiced.

2732. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Tony Pike Agreement One.

2733. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,125.00.

2734. In accordance with the terms of the Tony Pike Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2735. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-SEVEN
BREACH OF CONTRACT-TONY PIKE AGREEMENT TWO**

2736. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2737. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Tony Pike to autograph trading cards for Upper Deck ("Tony Pike Agreement Two").

2738. NFLPI performed under this agreement.

2739. Based on the number of trading cards Mr. Pike autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$5,000.00.

2740. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$5,000.00 that was due.

2741. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2742. Upper Deck does not, in fact, dispute the amount it was invoiced.

2743. Upper Deck has not paid any portion of the amount it was invoiced.

2744. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Tony Pike Agreement Two.

2745. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$5,000.00.

2746. In accordance with the terms of the Tony Pike Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2747. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-EIGHT
BREACH OF CONTRACT-TONY ROMO AGREEMENT**

2748. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2749. On or around June 1, 2008, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Tony Romo to autograph trading cards for Upper Deck ("Tony Romo Agreement").

2750. NFLPI performed under this agreement.

2751. Based on the number of trading cards Mr. Romo autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$180,000.00.

2752. On or around October 5, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$180,000.00 that was due.

2753. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2754. Upper Deck does not, in fact, dispute the amount it was invoiced.

2755. Upper Deck has not paid any portion of the amount it was invoiced.

2756. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Tony Romo Agreement.

2757. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$180,000.00.

2758. In accordance with the terms of the Tony Romo Agreement, which is governed by, enforced and interpreted in accordance with License Agreement One, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2759. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED TWENTY-NINE
BREACH OF CONTRACT—TRENT WILLIAMS AGREEMENT ONE**

2760. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2761. On or around July 20, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Trent Williams to autograph trading cards for Upper Deck (“Trent Williams Agreement One”).

2762. NFLPI performed under this agreement.

2763. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,500.00.

2764. On or around January 21, 2011 and March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,500.00 that was due.

2765. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2766. Upper Deck does not, in fact, dispute the amount it was invoiced.

2767. Upper Deck has not paid any portion of the amount it was invoiced.

2768. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Trent Williams Agreement One.

2769. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,500.00.

2770. In accordance with the terms of the Trent Williams Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys’ fees, arising out of Upper Deck’s breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI’s expenses in litigating this case.

2771. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED-THIRTY
BREACH OF CONTRACT—TRENT WILLIAMS AGREEMENT TWO**

2772. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2773. On or around August 23, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Trent Williams to autograph trading cards for Upper Deck (“Trent Williams Agreement Two”).

2774. NFLPI performed under this agreement.

2775. Based on the number of trading cards Mr. Williams autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$1,692.00.

2776. On or around March 16, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$1,692.00 that was due.

2777. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2778. Upper Deck does not, in fact, dispute the amount it was invoiced.

2779. Upper Deck has not paid any portion of the amount it was invoiced.

2780. Upper Deck’s failure to pay the invoiced amount constitutes a breach of the Trent Williams Agreement Two.

2781. As a result of Upper Deck’s breach, NFLPI has been damaged in the amount of \$1,692.00.

2782. In accordance with the terms of the Trent Williams Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2783. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED THIRTY-ONE
BREACH OF CONTRACT-TYSON ALUALU AGREEMENT**

2784. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2785. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Tyson Alualu to autograph trading cards for Upper Deck ("Tyson Alualu Agreement").

2786. NFLPI performed under this agreement.

2787. Based on the number of trading cards Mr. Alualu autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,067.00.

2788. On or around January 25, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,067.00 that was due.

2789. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2790. Upper Deck does not, in fact, dispute the amount it was invoiced.

2791. Upper Deck has not paid any portion of the amount it was invoiced.

2792. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Tyson Alualu Agreement.

2793. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,067.00.

2794. In accordance with the terms of the Tyson Alualu Agreement, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2795. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED THIRTY-TWO
BREACH OF CONTRACT—ZAC ROBINSON AGREEMENT ONE**

2796. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2797. On or around June 7, 2010, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Zac Robinson to autograph trading cards for Upper Deck ("Zac Robinson Agreement One").

2798. NFLPI performed under this agreement.

2799. Based on the number of trading cards Mr. Robinson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$750.00.

2800. On or around July 28, 2010, Plaintiff NFLPI invoiced Upper Deck for the \$750.00 that was due.

2801. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2802. Upper Deck does not, in fact, dispute the amount it was invoiced.

2803. Upper Deck has not paid any portion of the amount it was invoiced.

2804. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Zac Robinson Agreement One.

2805. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$750.00.

2806. In accordance with the terms of the Zac Robinson Agreement One, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2807. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED THIRTY-THREE
BREACH OF CONTRACT-ZAC ROBINSON AGREEMENT TWO**

2808. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2809. On or around January 11, 2011, Defendant Upper Deck entered into a contract with Plaintiff NFLPI whereby Upper Deck agreed to pay NFLPI to cause NFL player Zac Robinson to autograph trading cards for Upper Deck ("Zac Robinson Agreement Two").

2810. NFLPI performed under this agreement.

2811. Based on the number of trading cards Mr. Robinson autographed, and the contractually agreed upon rate per autograph, Upper Deck became obligated to pay NFLPI \$2,889.00.

2812. On or around April 11, 2011, Plaintiff NFLPI invoiced Upper Deck for the \$2,889.00 that was due.

2813. Upper Deck never communicated to NFLPI that it disputed the amount it was invoiced.

2814. Upper Deck does not, in fact, dispute the amount it was invoiced.

2815. Upper Deck has not paid any portion of the amount it was invoiced.

2816. Upper Deck's failure to pay the invoiced amount constitutes a breach of the Zac Robinson Agreement Two.

2817. As a result of Upper Deck's breach, NFLPI has been damaged in the amount of \$2,889.00.

2818. In accordance with the terms of the Zac Robinson Agreement Two, which is governed by, enforced and interpreted in accordance with License Agreement Two, NFLPI is entitled to recover its expenses, including reasonable attorneys' fees, arising out of Upper Deck's breach of the aforementioned NFLPI Player Agreement, and therefore for NFLPI's expenses in litigating this case.

2819. Further, NFLPI is entitled to daily interest at the rate of 1.5% monthly.

**CAUSE OF ACTION NUMBER TWO HUNDRED THIRTY-FOUR
ACCOUNT STATED**

2820. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2821. With respect to License Agreement One, an account was stated in the amount of \$5,183.57. Upper Deck has not paid NFLPA any portion of this account, thereby causing NFLPA to suffer damages in the foregoing amount.

2822. With respect to Service Agreement One, an account was stated in the amount of \$25,000.00. Upper Deck has not paid NFLPI any portion of this account, thereby causing NFLPI to suffer damages in the foregoing amount.

2823. With respect to License Agreement Two, an account was stated in the amount of \$150,000.00. Upper Deck has not paid NFLPA any portion of this account, thereby causing NFLPA to suffer damages in the foregoing amount.

2824. With respect to Service Agreement Two, an account was stated in the amount of \$38,710.92. Upper Deck has not paid NFLPI any portion of this account, thereby causing NFLPI to suffer damages in the foregoing amount.

2825. With respect to each of the Player Agreements alleged herein, an account was stated in the amount of the alleged breach. Upper Deck has not paid NFLPI any portion of these accounts, thereby causing NFLPI to suffer damages in the aggregate amount of \$1,255,358.00.

2826. Plaintiffs aver a Cause of Action for Account Stated as an alternative to each Cause of Action for Breach of Contract.

CAUSE OF ACTION NUMBER TWO HUNDRED THIRTY-FIVE
QUASI CONTRACT

2827. Plaintiffs repeat and re-allege all of the preceding allegations as if fully set forth herein.

2828. Plaintiffs NFLPI and NFLPA in good faith and with the expectation of compensation provided rights and services to Upper Deck as alleged above.

2829. Defendant Upper Deck accepted these rights and services, the reasonable value of which, in the aggregate, is at least \$1,474,252.49.

2830. Upper Deck has been unjustly enriched in at least this amount.

2831. Permitting Upper Deck to retain the \$1,474,252.49 that Plaintiffs seek to recover would be against equity and good conscience.

2832. Plaintiffs aver a Cause of Action for Quasi Contract as an alternative to each Cause of Action for Breach of Contract.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request this Court enter judgment against Defendant as follows:

- a. Award Plaintiffs at least \$1,474,252.49;
- b. Award Plaintiffs contractual interest, in an amount to be determined, for breaches of the License and Player Agreements;
- c. Award Plaintiffs their expenses, including reasonable attorneys' fees, for bringing this lawsuit;
- d. Award Plaintiffs statutory costs and interest; and
- e. Award Plaintiffs such other relief as allowed by law and as the Court deems appropriate.

Dated: March 16, 2012
New York, NY

/s/ David L. Greenspan
By: David L. Greenspan
By: Jonathan J. Amoona
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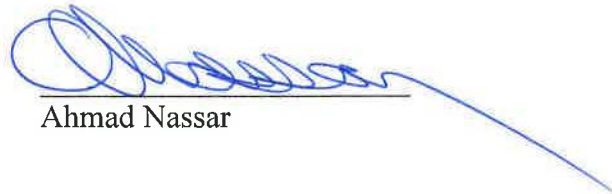
**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION AND :
NATIONAL FOOTBALL LEAGUE :
PLAYERS INCORPORATED, : **VERIFICATION**
 :
Plaintiffs, :
 :
-vs.- :
 :
UPPER DECK COMPANY, LLC :
 :
Defendant. :
----- X

CITY OF WASHINGTON)
) ss:
DISTRICT OF COLUMBIA)

Ahmad Nassar, being duly sworn, deposes and says as follows:

I am the Vice President of Business and Legal Affairs for Plaintiff National Football League Players Incorporated. The foregoing Verified Complaint is true to my own knowledge, except as to any matters alleged upon information and belief and, as to those matters, I believe them to be true.


Ahmad Nassar

Sworn to before me on this
16 day of March 2012.


Notary Public

**JOE D. BRIGGS
NOTARY PUBLIC
DISTRICT OF COLUMBIA
My Commission Expires
March 14, 2014**