

CIVIL COVER SHEET

A - 1 2 - 6 6 2 3 9 0 - C

County, Nevada

I

Case No. _____
(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): J.O. Sports Co. LLC

Defendant(s) (name/address/phone): Michael Vick

Attorney (name/address/phone):
Spencer M. Judd, Esq.
NV. Bar 10095
6625 W. Sahara Ave #1
Las Vegas NV 89146

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

Arbitration Requested

Civil Cases

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition

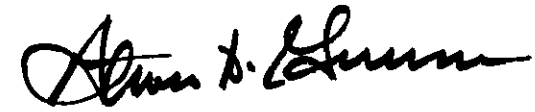
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

5/24/12
Date

S/S Spencer M. Judd
Signature of initiating party or representative



CLERK OF THE COURT

1 **COMP**
2 SPENCER M. JUDD, ESQ.
3 Nevada Bar No. 010095
4 6625 W. Sahara Ave., Suite 1
5 Las Vegas, NV 89146
(702) 606-4357
(702) 360-4769 facsimile
spencer@jasmjlaw.com
Attorney for Petitioner

DISTRICT COURT
CLARK COUNTY, NEVADA

<p>8 J.O. SPORTS CO. LLC, a Nevada limited liability company, 9 10 Plaintiff, 11 v. 12 MICHAEL VICK, an individual; and DOES 1 through 10, inclusive, 13 Defendant.</p>	<p>Case No.: A - 1 2 - 6 6 2 3 9 0 - C Dept. No.: I COMPLAINT FOR: 1. BREACH OF CONTRACT</p>
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13 COMES NOW Plaintiff, J.O. SPORTS, CO. LLC, a Nevada limited liability
14 company (hereinafter "PLAINTIFF"), by and through its attorneys, SPENCER M. JUDD,
15 ESQ. and for its claim against Defendant, alleges and complains as follows:

INTRODUCTORY ALLEGATIONS

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- 18 1. At all times herein mentioned PLAINTIFF, was, and is, a Nevada limited liability company, authorized to do business in the State of Nevada.
- 19
- 20 2. PLAINTIFF is informed and believes and on that basis alleges that Defendant MICHAEL VICK (hereinafter "VICK") is an individual residing in the County of Philadelphia, and more particularly in the City of Philadelphia, Pennsylvania.
- 21
- 22 3. The written contract upon which this action is based was signed, and entered into, in the County of Clark, State of Nevada.
- 23
- 24 4. PLAINTIFF is ignorant of the true names and capacities of Defendant sued
- 25

1 herein as DOES 1 through 10 inclusive, and therefore files suit against said Defendant by
2 such fictitious names. PLAINTIFF will amend this Complaint to allege their true names
3 and capacities when ascertained although liability of the named Defendants herein shall
4 remain notwithstanding any such amendments.

5 **FIRST CAUSE OF ACTION**

6 **BREACH OF CONTRACT**

7 5. PLAINTIFF incorporates Paragraphs 1 through 4 above as though fully set
8 forth herein.

9 6. On or about August 5, 2011, in order to induce PLAINTIFF to make pay
10 VICK \$101,500.00, VICK entered into a Game Used Equipment Agreement
11 (“AGREEMENT”) with PLAINTIFF.

12 7. PLAINTIFF paid the \$101,500.00 advance payment, as outlined in the
13 AGREEMENT to VICK on August 6, 2011.

14 8. The AGREEMENT sets forth the duties of each party to the AGREEMENT.
15 PLAINTIFF agreed to pay VICK money in exchange for VICK providing to PLAINTIFF 1)
16 game worn (by VICK) equipment; 2) Public Appearances (by VICK); Private Signings; as
17 outlined in the agreement and for a three year period and a separate Agreement to set up
18 social media sites for VICK’S use.

19 9. VICK failed to provide Equipment as provided in the AGREEMENT

20 10. VICK failed to attend Private Signings arranged by PLAINTIFF pursuant to
21 the agreement.

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