

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

FANATICS COLLECTIBLES AC, INC.,

Plaintiff,

v.

MARVIN HARRISON JR., MARVIN
HARRISON SR., and THE OFFICIAL
HARRISON COLLECTION LLC,

Defendants.

Index No. 652540/2024

AMENDED COMPLAINT

JURY TRIAL DEMANDED

1. Plaintiff Fanatics Collectibles AC, Inc. (“Fanatics”), through its undersigned attorneys, brings this Amended Complaint against Defendants Marvin Harrison Jr. (referred to herein, along with his agents and representatives, as “Harrison Jr.”), his father Marvin Harrison Sr. (“Harrison Sr.”), and The Official Harrison Collection LLC (the “Harrison Collection,” and collectively, “Defendants”) and alleges as follows:

INTRODUCTION

2. In May 2023, Defendants entered into a fully binding and enforceable contract to provide Fanatics with, among other things, (i) a number of cards autographed by Harrison Jr. and his participation in promotional activities and (ii) exclusive rights regarding trading card autographs until 2026 (hereinafter the “Agreement” or “Binding Term Sheet”). In return, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

3. Less than a year into his Agreement, however, Harrison Jr. has refused to fulfill his obligations thereunder, first by publicly asserting that his binding Agreement with Fanatics does

not exist. Then, more recently, is his sworn affirmation, claiming that his Agreement with Fanatics “is not binding on anyone,” much less him. Worse, Harrison Jr. has now confirmed, under oath, that he never intended to perform under his Agreement.

4. Harrison Jr.’s Agreement with Fanatics was formed after extensive negotiations. Throughout all of these negotiations—and since—Harrison Jr. has been assisted and represented by his father, Harrison Sr.

5. Harrison Sr. was, himself, drafted in the First Round of the 1996 NFL Draft. Harrison Sr. played in the NFL for 13 years, was an eight-time Pro Bowler, and was inducted into the NFL Hall of Fame in 2016.

6. Harrison Jr.’s Agreement with Fanatics is unequivocal about its binding nature. Entitled “Binding Term Sheet,” the Agreement confirms:

- “Each party acknowledges and agrees that [] it shall be legally bound by the terms and conditions of this Term Sheet[.]”
- It is “binding among the parties[.]”
- “In the event of a conflict between this Term Sheet and any Existing Agreement, this Term Sheet shall control.”
- And it “represents the entire understanding between the parties with respect to the subject matter hereof[.]”

7. After entering into the Binding Term Sheet, Harrison, Jr. received payments from Fanatics in August and October 2023. In fact, Fanatics has paid Harrison Jr. nearly \$110,000 already for the autographs he provided under a predecessor Promotion and License Agreement, discussed in greater detail below.

8. Despite this already beneficial partnership and the tremendous potential for future compensation, Harrison Jr. now claims that no agreement exists, publicly denying any contract with Fanatics.

9. Harrison Jr. has refused to participate in the required promotional events or provide autographs for trading cards.

10. Harrison Jr. has asserted that other trading card companies have made competing offers to him for autographs.

11. Harrison Jr. has demanded that Fanatics meet or exceed the compensation offers he has allegedly received.

12. Harrison Jr. has even tried to leverage Fanatics by refusing to cooperate with Fanatics' business partners.

13. Harrison Jr. has thus denied, repudiated, and materially breached his Agreement with Fanatics.

14. Fanatics accordingly initiated this lawsuit to recover for Defendants' brazen contractual breaches. But recent events have revealed something far more troubling: Defendants have perpetrated a fraud on Fanatics through a corporate shell game that they disclosed for the first time in sworn affirmations submitted in this litigation.

15. Despite leading Fanatics to believe that Harrison Jr. signed the Binding Term Sheet and that Harrison Jr. and Harrison Collection were willing and able to perform, after the filing of this lawsuit, on July 31, 2024, Defendants revealed in sworn affirmations that this was false.

16. In fact, both Harrison Sr. and Harrison Jr. now claim that the signature on the Binding Term Sheet is that of Harrison Sr., who claims to have signed as an "authorized representative" on behalf of the Harrison Collection. NYSCEF No. 40 (Harrison Jr. Aff.) ¶ 3; NYSCEF No. 41 (Harrison Sr. Aff.) ¶¶ 1-2.

17. The signature on the Binding Term Sheet bears a striking resemblance to Harrison Jr.'s signature. See **Exhibit A**. On information and belief, and assuming Harrison Sr.'s affirmation is truthful, Harrison Sr. intentionally signed the Binding Term Sheet in such a manner in order to

lead Fanatics to reasonably believe that Harrison Jr. was the true signatory when in fact he was not.

18. At the same time, and further evidencing Defendants' deceit, Harrison Jr. has revealed that he never intended to be personally bound by the Binding Term Sheet, even though it is "for the services and rights of Marvin Harrison Jr." Agreement (Preamble) . Harrison Jr. even incredibly claims that "the Binding Term Sheet is not binding on *anyone*, not even The Official Harrison Collection LLC." Harrison Jr. Aff. ¶ 8.

19. Defendants' misconduct is now clear: Defendants knowingly induced Fanatics to enter into the Binding Term Sheet, never intending to perform; mimicked Harrison Jr.'s signature to mislead Fanatics into believing Harrison Jr. had signed for his company; and abused the corporate form in a fraudulent attempt to shield themselves (and the company) from any liability in the process.

20. What is also now clear is that Harrison Collection, through its "authorized representative," entered into a binding Agreement with Fanatics, which obligated Harrison Jr. to provide certain services under the contract.

21. Fanatics has incurred, and stands to incur, serious harm as a result of Defendants' actions. Fanatics therefore turns to this Court to seek relief, enforce its rights, and obtain damages to remedy Defendants' harm.

THE PARTIES

22. Plaintiff Fanatics Collectibles AC, Inc. is a Delaware corporation with its principal place of business in New York, New York.

23. Defendant Marvin Harrison Jr. is a natural person, who, on information and belief, is domiciled and resides in Pennsylvania.

24. Defendant Marvin Harrison Sr. is a natural person, who, on information and belief, is domiciled and resides in Pennsylvania. According to both Harrison Jr.'s and Harrison Sr.'s sworn affirmations, Defendant Marvin Harrison Sr. is an authorized representative of the Harrison Collection and holds himself out as an agent of Harrison Jr.

25. Defendant The Official Harrison Collection LLC is a Pennsylvania company headquartered in Philadelphia, Pennsylvania. According to Harrison Jr.'s sworn affirmation, the Harrison Collection's sole owner and sole member is Harrison Jr.

JURISDICTION AND VENUE

26. This Court has jurisdiction over this action, pursuant to Section 202.70 of the Rules of the Commercial Division of the New York Supreme Court, because the amount in controversy, exclusive of interests, costs, disbursements, and counsel fees, exceeds \$500,000.

27. This Court may exercise personal jurisdiction over Defendants pursuant to CPLR § 302(a)(1) because, as detailed below, this action arises from:

- Defendants' transactions to supply goods or services in New York;
- Defendants' repeated communications, negotiations, and business dealings with Fanatics in New York;
- Defendants' repeated communications, negotiations, and business dealings with Fanatics employees in New York;
- Defendants' repeated communications, negotiations, and business dealings with Fanatics' affiliates in New York;
- Defendants' formation of multiple contractual agreements in New York;
- Defendants' performance of contractual obligations pursuant to a contract formed in New York;
- Defendants' receipt of payments from New York, as compensation for contractual performances rendered; and
- Defendants' tortious conduct in New York.

28. Defendants knew the aforementioned facts and as such purposefully availed themselves of the privileges of conducting business in New York.

29. This Court may further exercise personal jurisdiction over Defendants pursuant to CPLR § 302(a)(3) because they committed a tortious act that harmed Fanatics in New York and because they (i) regularly do or solicit business, or engage in any other persistent course of conduct, or derive substantial revenue from goods used or consumed or services rendered, in the state, and/or (ii) expected or reasonably should have expected the act to have consequences in the state and derive substantial revenue from interstate or international commerce.

30. Venue is proper in this Court under CPLR § 503 because Fanatics' principal place of business is in New York, New York and a substantial part of the events giving rise to these claims occurred here.

FACTS

A. Fanatics' Sports Trading Card Partnerships with Athletes

31. Over the last decade, Fanatics has built its reputation as a world-class organization and trusted licensee for athletes, players' associations, sports leagues, and teams alike. Fanatics has become a fan favorite and the partner of choice to develop, manufacture, and distribute officially licensed sports products.

32. Trading cards are one of the pillars of Fanatics' licensing business. To grow its sports trading card business, Fanatics has established and developed partnerships with athletes, players' associations, sports leagues, and teams to develop top-of-the-line sports trading cards that capture the excitement of sports.

33. Individual autograph agreements are part of the value Fanatics brings to its athlete partners. Autographs are a core component of sports trading cards' value. The simple act of a star

athlete signing a card can increase its uniqueness and rarity, and it can exponentially increase its value to fans.

34. Fanatics' unique blend of innovation and commitment to its partnerships has earned it the trust of many of the top athletes in the world. Indeed, in the past two years, Fanatics has formed licensing partnerships with many of the top-rated and highest-drafted athletes in the NFL, NBA, and MLB.

35. Consequently, Fanatics has formed partnerships with over 3,000 athletes, many of whom only recently began their professional career. In fact, in just the last two years of the NFL, NBA, and MLB drafts, Fanatics has created partnerships with hundreds of the top athletes selected.

36. Once formed, these partnerships have benefited the athletes, Fanatics, and, especially, the fans.

37. Fanatics' elite athlete partners have been uniformly pleased with their relationship with Fanatics. As their professional careers have developed, the benefits of partnering with Fanatics have only grown.

38. It is not surprising, therefore, that the numerous relationships Fanatics has with athletes, including top NFL draft picks, are all thriving. Indeed, no athlete—other than Harrison Jr.—has ever repudiated their deal with Fanatics. And no athlete has ever risked hurting the fans to try to leverage more money from Fanatics—other than Harrison Jr.

39. Thus, prior to this lawsuit, and despite years of contracting with hundreds of top athletes, Fanatics has never had to resort to the courts to enforce its rights against an athlete.

B. Harrison Jr.'s Agreements

40. While this lawsuit seeks relief for Defendants' breaches of the Binding Term Sheet, that contract is one of three agreements executed or contemplated by and between Fanatics, its affiliates, Harrison Jr., and Harrison Collection. Those agreements include: (1) the Promotion and

License Agreement; (2) the Binding Term Sheet; and (3) an Amended and Restated Promotion and License Agreement that the parties were negotiating immediately prior to the instant dispute.

1. *The Promotion and License Agreement*

41. In 2023, Fanatics entered into a number of multi-year exclusive licensing arrangements with several top-tier student athletes, including many NFL prospects. This group included Harrison Jr, who at the time was entering his junior season with The Ohio State University Buckeyes.

42. Initially, in March 2023, Fanatics, through its affiliate The Topps Company, Inc., entered into a Promotion and License Agreement with Harrison Jr. who personally signed that agreement. The Promotion and License Agreement was non-exclusive and for a short term, ending after one season, in April 2024—i.e., before Harrison Jr. could enter the NFL Draft.

43. In connection with the Promotion and License Agreement, Harrison Jr. personally “represent[ed], warrant[ed], and agree[d] that [he] ha[d] entered into an agreement with [Harrison Collection] whereby [Harrison Collection] is entitled to [his] rights and services....” Promotion and License Agreement, at 2.

44. The Promotion and License Agreement states that Topps’ “offices [are] located at 95 Morton Street Floor 4, New York, N.Y. 10014.” *Id.* The contract furthermore was “made in the State of New York” and the parties submitted to jurisdiction there over “all matters” relating to that contract. *Id.* ¶ 11.

45. Harrison Jr. received nearly \$110,000 under the Promotion and License Agreement. Most of this amount was paid in August and October 2023—after the Binding Term Sheet had been executed. Each of these payments was issued from a JPMorgan Chase Bank NA account in Syracuse, NY through checks mailed from New York, New York to Defendants.

2. *The Binding Term Sheet*

46. Recognizing Harrison Jr.'s potentially bright future and the limitations of the Promotion and License Agreement, Fanatics approached Harrison Jr. and his representatives regarding a longer-term, more substantive, and exclusive partnership.

47. Fanatics initiated these discussions around April 2023, and the parties heavily negotiated terms for a potential agreement for weeks. Throughout these negotiations, Harrison Jr. was represented by Harrison Sr., who is an authorized representative of Harrison Jr. and the Harrison Collection.

48. At all relevant times, Fanatics was led to believe that it was negotiating with Harrison Jr., through Harrison Sr., but that ultimately Harrison Jr. was signing the Binding Term Sheet.

49. Fanatics initiated discussion of the Binding Term Sheet by texting Harrison Sr. that it was looking to "explore a potential long-term partnership between Fanatics and Jr."

50. On May 16, 2023, the parties finalized their second agreement in the form of the Binding Term Sheet.

51. The signature on the Binding Term Sheet bears a striking resemblance to Harrison Jr.'s signature, based on both his signature on the W-9 Defendants provided for the Harrison Collection and his autographs depicted on the Harrison Collection's website. *See Exhibit A.* On information and belief, and assuming Harrison Sr.'s affirmation is truthful, Harrison Sr. intentionally signed the Binding Term Sheet in such a manner as to lead Fanatics to reasonably believe that Harrison Jr. was the true signatory when in fact he was not.

52. Moreover, the first sentence of the Binding Term Sheet explicitly states that it is an agreement for the "services and rights of Marvin Harrison, Jr. ('Athlete')." Harrison Collection

specifically represented that “it has the right and authority to enter into and perform under” the Binding Term Sheet. *See* Binding Term Sheet (“Representations”).

53. Later, upon Harrison Sr.’s request, Fanatics sent him a copy of the Binding Term Sheet explicitly noting its understanding that the contract was “between [his] *son* and Fanatics Collectibles.”

54. Fanatics again repeated this understanding in an April 2024 notice to Harrison Sr.

55. At no point did Harrison Sr. ever dispute these assertions until his affirmation in this Court, claiming that he signed the Binding Term Sheet instead of his son.

56. Upon signing on May 16, 2023, Defendants sent the Binding Term Sheet to Fanatics. Two days later, on May 18, 2023, Fanatics’ General Counsel countersigned in New York, New York, where she and Fanatics are based.

57. Harrison Jr.’s Agreement with Fanatics is binding upon the parties and includes several key terms. Specifically, the Binding Term Sheet provides:

- “Each party acknowledges and agrees that [] it shall be legally bound by the terms and conditions of this Term Sheet[.]”
- It is “binding among the parties[.]”
- “In the event of a conflict between this Term Sheet and any Existing Agreement, this Term Sheet shall control.”
- And it “represents the entire understanding between the parties with respect to the subject matter hereof[.]”

58. Notably, the Binding Term Sheet expressly references the Promotion and License Agreement. The Binding Term Sheet was structured to cover the remainder of Harrison Jr.’s third year with Ohio State, as well as the first two years of his potential NFL career, taking effect on May 18, 2023, during the pendency of the Promotion and License Agreement. The Binding Term Sheet instituted an exclusivity provision and certain other requirements on top of the rights and obligations of the Promotion and License Agreement that were already in force, with the rest of

the Binding Term Sheet’s provisions becoming effective the same day the Promotion and License Agreement expired.

59. The Binding Term Sheet further states the parties “will work together in good faith to negotiate an agreement (the ‘Definitive Agreement’) to combine, amend and restate the Promotion License Agreement between The Topps Company, Inc. and Company (collectively, the ‘Existing Agreement’) as soon as commercially practicable.” *See* Binding Term Sheet (Preamble).

60. The financial benefits to Harrison Jr. during the term of the Agreement are significant. In return for his commitments, the Agreement provides Harrison Jr. [REDACTED]

[REDACTED] In addition, the Binding Term Sheet explicitly gave Harrison Jr. the opportunity [REDACTED]

[REDACTED]

[REDACTED]

61. Under the Binding Term Sheet, Harrison Collection also [REDACTED]

[REDACTED]

[REDACTED]

62. In exchange for these significant payments from Fanatics, Defendants agreed to provide Fanatics with promotional activities, jerseys, and trading card rights.

63. The Binding Term Sheet also contains exclusivity and confidentiality provisions. *See* Binding Term Sheet (“Exclusivity” & “Confidentiality”).

3. Amended and Restated Promotion and License Agreement

64. Pursuant to their agreement, after executing the Binding Term Sheet the parties began negotiating an Amended and Restated Promotion and License Agreement and exchanged multiple drafts.

65. After executing the Binding Term Sheet, Fanatics sent the first draft of the agreement to Defendants. That draft explicitly stated that Fanatics was located at “95 Morton Street, New York, New York 10014” and directed that all correspondence to Fanatics be directed there. The draft also stated the contract was governed by New York law.

66. The parties thereafter exchanged multiple drafts of the agreement via email. As Defendants were aware, Fanatics was based in, and negotiated these drafts from, New York. The Fanatics employee primarily responsible for communicating with Defendants regarding the drafts worked out of Topps and Fanatics’ New York headquarters, a fact indicated to Defendants by his email signature block, which contained the New York address for both Topps and Fanatics—“95 Morton St. New York, NY 10014.” This signature block was on numerous emails from Fanatics to Defendants regarding the drafts.

67. While the parties continued to negotiate the Amended and Restated Promotion and License Agreement, this dispute arose.

68. Accordingly, Defendants knew, while negotiating and performing under the Binding Term Sheet and at least since the Promotion and License Agreement, that Topps and Fanatics were New York businesses, that they were negotiating and entering into contractual agreements with New York businesses, that they were to perform under a contract formed in New York, and that they were to receive—and did receive—payments from New York as compensation.

C. Harrison Jr. Refuses to Honor His Contract

69. Unfortunately, while Fanatics was committed to the partnership, the same could not be said of Harrison Jr.

70. Harrison Jr. has refused to fulfill his obligations. Throughout spring 2024, Fanatics employees located in New York made several requests that Harrison Jr. perform his obligations

under the Agreement, including by participating in certain promotional activities and autographing cards. But Harrison Jr. has rejected or ignored every request.

71. Worse, Harrison Jr. has publicly rejected the existence of the Binding Term Sheet, as well as its binding nature.

72. On April 23, 2024, two days before the NFL Draft, Harrison Sr. requested from Fanatics a copy of the Binding Term Sheet on his son's behalf. When Fanatics provided it and asked for a follow-up call, Harrison Sr. replied that "we" do not have a deal with Fanatics.

73. Fanatics followed up through email, reiterating that the Agreement is binding, and that Fanatics was unwilling to re-trade the deal. Harrison Jr.'s camp did not respond.

74. Fanatics next arranged a call with Harrison Jr.'s lawyer in an attempt to reach an amicable resolution. Harrison Jr. refused to budge.

75. Fanatics still conveyed that it was willing to be a good partner and find a solution, but to no avail.

76. Instead of honoring his Agreement, Harrison Jr. asserted that Fanatics' competitors had made competing offers to induce Harrison Jr. to leave Fanatics. Harrison Jr. then demanded Fanatics match these deals to keep its partnership. When Fanatics asked to see these offers to verify them, Harrison Jr. refused.

77. Upon information and belief, a smaller competitor of Fanatics was told by Harrison Jr. that a larger competitor of Fanatics had made him an offer, despite Harrison Jr.'s exclusive Agreement with Fanatics.

78. Harrison Jr. next tried to publicly pressure Fanatics.

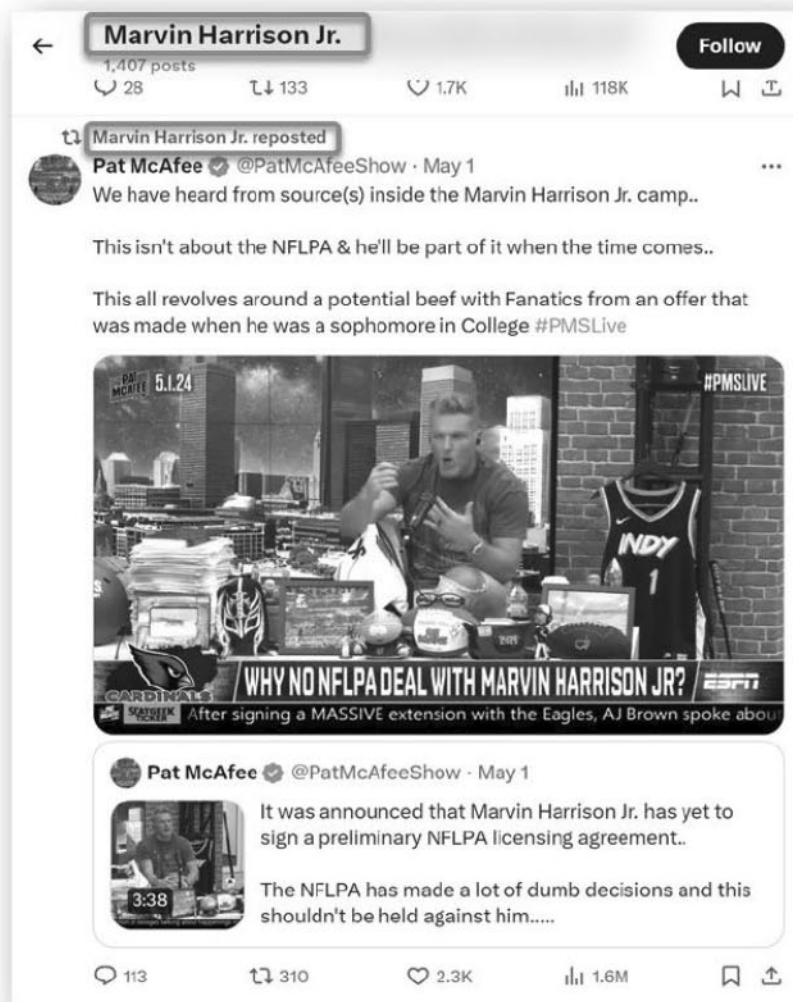
79. On May 1, 2024, sports analyst Pat McAfee reported during his live show on ESPN that he had talked to Harrison Jr.'s camp, which informed him that Harrison Jr.'s announced refusal to enter into the NFLPA Licensing Program "was not about the NFLPA" and that he "will be a

part of the NFLPA when the time comes.”¹ Instead, McAfee reported that—according to Harrison Jr.’s camp—he never agreed to a trading card deal with Fanatics and had told Fanatics when it approached him, “we’re not taking that deal, we’re not signing that deal.” Despite the inaccuracies, Harrison Jr. confirmed McAfee’s account by reposting McAfee’s tweet, which contained McAfee’s video and McAfee’s statement that “[w]e have heard from source(s) inside the Marvin Harrison Jr. Camp... This isn’t about the NFLPA² & he’ll be part of it when the time comes... This all revolves around a potential beef with Fanatics from an offer that was made when he was a sophomore in College[.]”³

¹ *McAfee breaks down what is going on with Marcin Harrison Jr., NFLPA*, ESPN (May 1, 2024) https://www.espn.com/video/clip/_/id/40063809.

² To be clear, the NFLPA deal has nothing to do with Harrison Jr.’s obligations to Fanatics under the Binding Term Sheet. The only connection is Harrison Jr.’s attempt to pressure one of Fanatics’ partners.

³ Marvin Harrison Jr. (MarvHarrisonJr), X (May 1, 2024), <https://twitter.com/MarvHarrisonJr>.



80. All of this was an attempt to mislead the public. Harrison Jr. did accept Fanatics' offer—he entered into and either personally signed, or (as Defendants now claim) signed through his agent Harrison Sr., the Binding Term Sheet.

D. Harrison Jr. Refuses to Resolve the Dispute

81. Despite Fanatics' significant commitment to Harrison Jr., Harrison Jr. continues to refuse to honor his obligations.

82. Since it first became aware of Harrison Jr.'s wrongful rejection of the Agreement, Fanatics has attempted to resolve this dispute in good faith, but without success. Indeed, multiple individuals at Fanatics have tried, both directly and indirectly, repeatedly to resolve this matter.

Despite communicating with several members of Harrison Jr.'s camp, Harrison Jr. continues to refuse his contractual obligations, and has demanded compensation well in excess of his Agreement.

83. On information and belief, Harrison Jr. has participated in discussions with other collectible or sports trading card companies for an autograph deal.

84. To date, Harrison Jr. has not changed his position regarding the existence or enforceability of the Binding Term Sheet. Nor has Harrison Jr. attempted to correct his misrepresentations to the public. In fact, as discussed above, he has done quite the opposite: he has sworn under oath that—though the Agreement specifically is “for the services and rights of Marvin Harrison Jr.” and that signatory Harrison Collection represented it has the authority to provide those services—Harrison Jr. in fact never intended to perform under the Binding Term Sheet.

85. Harrison Jr. continues to refuse to participate in promotional activities or autograph sports trading cards as required under the Binding Term Sheet.

86. Having been unable to reach a resolution by engaging in good faith with Harrison Jr., Fanatics turned to the Court for relief by filing suit.

E. Harrison Jr. Reveals He Never Intended to Honor the Binding Term Sheet

87. On July 31, 2024, Harrison Jr. and the Harrison Collection filed a Motion to Dismiss the Complaint in this case.

88. In an affirmation by Harrison Sr. attached to the Motion to Dismiss, Harrison Sr. swore under penalty of perjury that he is an authorized representative of the Harrison Collection and that he signed the Binding Term Sheet on behalf of Harrison Collection. Harrison Sr. Aff.

¶¶ 1–2.

89. Harrison Jr., in turn, swore under penalty of perjury that his father Harrison Sr. signed the Binding Term Sheet and conceded that his father Harrison Sr. is an authorized representative of Harrison Collection. Harrison Jr. Aff. ¶ 3.

90. Harrison Jr. further claimed that he did not sign the Binding Term Sheet, was never asked to personally sign the Binding Term Sheet, never intended to be personally bound by the Binding Term Sheet, and does not believe the Binding Term Sheet is binding on *anyone*—not even the Harrison Collection. Harrison Jr. Aff. ¶¶ 3–5, 8.

91. Harrison Jr. made explicit that he used his company, Harrison Collection, as a shield such that “there is no personal liability in the event that the company does not fulfill its contractual obligations.” *Id.* ¶ 6.

92. Going further, Harrison Jr. revealed his view that the “purpose of forming a limited liability company” such as Harrison Collection “is to insulate oneself from personal contractual liability.” *Id.*

93. Critically however, Harrison Jr.’s affirmation does not deny that he authorized Harrison Sr. to sign the Binding Term Sheet on behalf of Harrison Collection. His affirmation also does not deny that, in signing the Binding Term Sheet, Harrison Collection, of which Harrison Jr. is the sole owner and member, represented that it would make Harrison Jr. available for his autographs and other services under the contract.

94. Defendants’ own statements reveal their fraud in stark terms. Defendants knowingly induced Fanatics to enter into the Binding Term Sheet, never intending to perform, and abused the corporate form in a naked attempt to shield themselves (and the company) from any liability in the process. Defendants’ actions to date indicate that they knowingly and deliberately misled Fanatics into believing there was a contract between Harrison Jr., his company, and Fanatics, and executed the Binding Term Sheet for negotiating leverage with other licensees in

order to gain even larger profits. Such deceptive business practices would subject Defendants to liability under New York General Business Law § 349 in the context of a consumer-oriented transaction. And they render Defendants liable for fraud here.

COUNT 1: Breach of Contract
(Against Defendants Marvin Harrison Jr. and Harrison Collection)

95. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Amended Complaint.

96. The Binding Term Sheet is an enforceable contract, knowingly and freely entered into and supported by adequate consideration.

97. Given the Harrisons' affirmations, one of two things must be true:

- Either Harrison Jr. actually signed the Binding Term Sheet, and has lied about signing it, under oath, to try to further distance himself from contractual obligations that specifically required his personal performance (which he apparently never intended to provide); or
- Harrison Sr. signed the Binding Term Sheet with Harrison Jr.'s knowledge and consent and as an agent and authorized representative of Harrison Jr. and Harrison Collection, binding them to the contract.

98. In either case, the Binding Term Sheet was signed and agreed to by either the sole owner and member of Harrison Collection, or by the authorized representative of the Harrison Collection.

99. Thus, the Binding Term Sheet obligates Harrison Collection to procure Harrison Jr.'s autographs and other services for Fanatics.

100. The Binding Term Sheet obligates Harrison Jr. to autograph trading cards and participate in certain promotional activities.

101. The Binding Term Sheet also obligates Harrison Jr. to adhere to the contract's exclusivity provisions.

102. In addition, the Binding Term Sheet contains a confidentiality clause.

103. Fanatics never provided consent for Defendants to disclose any term, information, or discussions regarding the Binding Term Sheet.

104. Harrison Jr. nevertheless publicly disclosed confidential information regarding the Binding Term Sheet, including, on information and belief, to ESPN.

105. Harrison Jr. further violated the confidentiality provision by reposting, and thus confirming to the public, ESPN's story of Harrison Jr.'s own misleading account of the Binding Term Sheet, which included confidential information regarding its terms.

106. Harrison Jr. has publicly disavowed and repudiated the Binding Term Sheet, unequivocally stating that he has no obligation to perform, that he will not perform, and in fact never intended to perform.

107. Harrison Sr., as an authorized representative of the Harrison Collection, also has disavowed and repudiated the Binding Term Sheet.

108. Harrison Jr. is the sole member and owner of the Harrison Collection.

109. Along with Harrison Collection, Harrison Jr. is individually liable under the Binding Term Sheet. At all times, Fanatics understood and Defendants represented that Harrison Jr. would be personally responsible for performing his obligations under the Binding Term Sheet.

110. Harrison Jr. is also individually liable under a theory of veil piercing. Harrison Jr.—Harrison Collection's sole owner and member—exercised complete domination over Harrison Collection during the negotiation and execution of the Binding Term Sheet and used that domination to defraud Fanatics or otherwise deceive Fanatics into signing the contract. Harrison

Jr. abused Harrison Collection's corporate form to evade personal and corporate liability or responsibility under the Binding Term Sheet and never intended to perform under the contract.

111. Harrison Jr.'s and Harrison Collection's material breaches of the Binding Term Sheet have harmed and continue to harm Fanatics.

112. Fanatics accordingly seeks a judgment finding Harrison Jr. and Harrison Collection in breach of the Binding Term Sheet and an award of equitable and monetary relief, including but not limited to, (i) enforcement of Fanatics' exclusivity rights, (ii) delivery of Harrison Jr.'s promised autographed sports trading cards, (iii) damages for Defendants' harm, and (iv) any other relief the Court deems proper.

COUNT 2: Common Law Fraud/Fraud in the Inducement
(All Defendants)

113. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Amended Complaint.

114. Defendants knowingly induced Fanatics to enter into the Binding Term Sheet, never intending to perform, and abused the corporate form in a naked attempt to shield themselves (and the company) from any liability in the process. Defendants knowingly and deliberately misled Fanatics into believing there was a binding contract between Harrison Jr., his company, and Fanatics, and that Harrison Jr. had signed that contract. Defendants' actions indicate they executed the Binding Term Sheet to further their own self-interest and to obtain negotiating leverage with other licensees in order to gain even larger profits.

115. Fanatics reasonably relied on Defendants' representations that Harrison Jr. and Harrison Collection had the ability and intended to perform under the Binding Term Sheet.

116. Fanatics has suffered damages as a result of Defendants' fraud upon Fanatics.

**COUNT 3: Common Law Fraud/Fraud in the
Inducement–Aiding and Abetting
(Against Marvin Harrison Sr.)**

117. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Amended Complaint.

118. Harrison Sr. aided and abetted Harrison Jr.'s fraud on Fanatics.

119. Harrison Sr. led Fanatics to believe that Harrison Sr. was an authorized representative and agent of Harrison Jr. and the Harrison Collection in connection with the Binding Term Sheet negotiations.

120. Harrison Sr. further led Fanatics to believe that Harrison Jr. and Harrison Collection would perform their obligations under the Binding Term Sheet, when in fact Harrison Sr. knew they had no intention of performing under the contract.

121. Harrison Sr. further led Fanatics to believe that Harrison Jr. had signed the Binding Term Sheet.

122. Fanatics reasonably relied on Defendants' representations.

123. Fanatics has suffered damages as a result of Defendants' fraud upon Fanatics.

**COUNT 4: Promissory Estoppel
(Against Defendants Marvin Harrison Jr. and Harrison Collection)**

124. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Amended Complaint.

125. Harrison Jr. and the Harrison Collection made a clear and unambiguous promise to provide certain services to Plaintiff in exchange for compensation pursuant to the Binding Term Sheet.

126. Fanatics reasonably relied on Harrison Jr. and the Harrison Collection's promises, to Fanatics' detriment. Among other things, Fanatics spent resources planning and preparing for Harrison Jr.'s autographed cards, which were never provided. Fanatics further expended

significant resources in connection with securing the Binding Term Sheet and attempting to fulfill its part of the parties' joint obligation to negotiate and finalize the Amended and Restated Promotion and License Agreement.

127. Fanatics has suffered damages as a result of its detrimental reliance on Harrison Jr. and the Harrison Collection's promises.

COUNT 5: Negligent Misrepresentation
(Against Defendants Marvin Harrison Jr. and Harrison Collection)

128. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Amended Complaint.

129. Defendants had a duty to provide Fanatics with accurate information in connection with the Binding Term Sheet and were aware that Fanatics was relying on the information provided to it.

130. Defendants supplied Fanatics with false information when, during the negotiation of the Binding Term Sheet, Defendants made the affirmative misrepresentations and omissions identified above, including but not limited to Harrison Collection's ability to perform under the Binding Term Sheet, Harrison Jr.'s willingness to perform under the Binding Term Sheet, and that Harrison Jr. personally executed the Binding Term Sheet.

131. At the very least, Defendants failed to exercise reasonable care in communicating the false information and did so, at minimum, negligently.

132. Fanatics has suffered damages as a result of its justifiable reliance on the false information Defendants provided.

COUNT 6: Declaratory Judgement
(Against Defendants Marvin Harrison Jr. and Harrison Collection)

133. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Amended Complaint.

134. The Binding Term Sheet is a binding contract. Indeed, it specifically states that each party agrees it will be legally bound by the Binding Term Sheet and the Binding Term Sheet goes on to emphasize that it is binding among the parties and in the event of a conflict between the Binding Term Sheet and any preexisting agreement, the Binding Term Sheet will control. *See* Binding Term Sheet (Preamble). It further notes that the Binding Term Sheet represents the parties' entire understanding. *See* Binding Term Sheet ("Miscellaneous").

135. The Binding Term Sheet contains and defines all material terms, including the identification of the parties, the length of the Term, the services to be provided by the parties, the compensation to be paid by Fanatics, the procedures for termination, a commitment to confidentiality, and mutual representations and warranties.

136. Defendants nevertheless refuse to acknowledge the Binding Term Sheet as binding or comply with its terms.

137. Fanatics therefore requests a declaratory judgment that the Binding Term Sheet is binding on Fanatics, Harrison Collection, and Harrison Jr. and that the parties are required to perform their respective obligations as outlined therein.

DEMAND FOR JURY TRIAL

138. Fanatics hereby respectfully requests trial by jury on any and all issues so triable.

PRAYER FOR RELIEF

139. Wherefore, Fanatics respectfully seeks the following relief:

- i. damages—including actual damages, consequential damages, and punitive damages—and any such other relief available under the causes of action stated here in an amount to be determined at trial but estimated to be millions of dollars;
- ii. equitable relief, including but not limited to, an order compelling Harrison Jr. and Harrison Collection to fulfill their obligations under the Binding

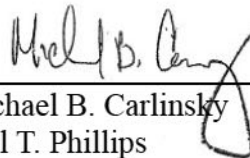
Term Sheet and enforcing Fanatics' rights thereunder, including exclusivity;

- iii. a declaration that the Binding Term Sheet is a binding and enforceable agreement;
- iv. the costs of bringing this suit, including reasonable attorneys' fees;
- v. and such other, further, and different relief as to the Court appears just and proper.

DATED: August 23, 2024

Respectfully submitted,

QUINN EMANUEL URQUHART &
SULLIVAN LLP



Michael B. Carlinsky
Neil T. Phillips
Robert Longtin
51 Madison Ave, 22nd Floor
New York, NY 10010
michaelcarlinsky@quinnemanuel.com
neilphillips@quinnemanuel.com
robertlongtin@quinnemanuel.com
(212) 849-7000

*Attorneys for Plaintiff Fanatics Collectibles
AC, Inc.*