

Brian C. Brook, Esq.  
(N.J. Bar No. 050442013)  
CLINTON BROOK & PEED  
641 Lexington Ave., 13<sup>th</sup> Floor  
New York, New York 10022  
Tel: (212) 328-9559  
Fax: (212) 328-9560  
brian@clintonbrook.com  
*Attorneys for Plaintiffs*

Michael S. Kasanoff, Esq.  
(N.J. Bar No. 035751993)  
157 Broad Street, Suite 321  
P.O. Box 8175  
Red Bank, New Jersey 07701  
Tel: (908) 902-5900  
Fax: (732) 741-7528  
mkasanoff@att.net

ERIC INSELBERG, INSELBERG  
INTERACTIVE, LLC, MICHAEL JAKAB,  
and SEAN GODOWN,

Plaintiffs,

v.

NEW YORK FOOTBAL GIANTS, INC.,  
JOHN K. MARA, WILLIAM J. HELLER,  
CHRISTINE PROCOPS, PATRICK  
HANLON, EDWARD WAGNER, JR.,  
JOSEPH SKIBA, EDWARD SKIBA,  
ELISHA N. "ELI" MANNING, BARRY  
BARONE, PARK CLEANERS, INC.,  
STEINER SPORTS MEMORABILIA,  
INC., PWL, INC. and JOHN DOES A-Z,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BERGEN COUNTY

Docket No. BER-L-00975-14

Civil Action

**FIRST AMENDED COMPLAINT  
AND JURY DEMAND**

RECEIVED  
2015 JUN 16 P 4:30  
CIVIL DIVISION  
CASE PROCESSING

Plaintiffs, ERIC INSELBERG, having his mailing address at P.O. Box 833, in Short Hills, New Jersey, INSELBERG INTERACTIVE, LLC, a New Jersey limited liability company, with a mailing address at P.O. Box 833, in Short Hills, New Jersey, MICHAEL JAKAB, residing at 54 Sycamore Avenue, Floral Park, New York, and SEAN GODOWN, residing at 905 Stanhope Gardens, Chesapeake, Virginia ("Plaintiffs"), by way of Complaint against the Defendants NEW YORK FOOTBALL GIANTS, INC., JOHN K. MARA, WILLIAM J. HELLER, CHRISTINE

PROCOPS, PATRICK HANLON, EDWARD WAGNER, JR., JOSEPH SKIBA, EDWARD SKIBA, ELISHA N. “ELI” MANNING, BARRY BARONE, and PARK CLEANERS, INC. (collectively, the “Giants”), and against the Defendants STEINER SPORTS MEMORABILIA, INC., PWL, INC. and JOHN DOES A-Z, says:

**TABLE OF CONTENTS**

TABLE OF CONTENTS ..... 2

NATURE OF THE ACTION ..... 5

POSTURE ..... 6

PARTIES ..... 6

BACKGROUND..... 11

    The Sports Memorabilia Business Generally ..... 11

    Plaintiff Inselberg’s Involvement in Sports Memorabilia ..... 13

    Inselberg’s Other Business Ventures ..... 16

        Football Helmet Design Patents (“Helmet Patents”)..... 16

        Interactive Marketing/Audience Participation Patents (“Marketing Patents”)..... 18

    Inselberg’s Relationship with the New York Giants’ Management ..... 20

        The Legacy Club..... 20

        Wireless Marketing..... 21

        JPMorgan Chase Banking Deal ..... 22

GAME-USED MEMORABILIA FRAUD ..... 24

    Wagner’s Doctoring of Jerseys..... 24

    Fake Eli Manning Game-Used Merchandise Given to Steiner Sports ..... 25

        Manning’s Exclusive Contract with Steiner Sports ..... 25

        After Manning’s Rookie Season..... 26

After the 2006 NFL Season .....	28
After the 2007-08 Super Bowl-Winning Season .....	29
Fake Giants Memorabilia for PR Purposes.....	34
The Super Bowl XLII Helmet.....	34
Osi Umenyiora’s Jersey in the Hall of Fame .....	36
OBSTRUCTION OF JUSTICE .....	38
The Government Investigation of Game-Worn Jersey Fraud.....	38
Lies during the Government Investigation .....	39
Barry Barone.....	40
Edward Wagner, Jr.....	41
Joe Skiba .....	42
Ed Skiba.....	44
The Giants’ General Counsel Concealed and Encouraged Misconduct.....	45
Perjury before the Grand Jury.....	54
Barry Barone.....	54
Joe Skiba .....	56
Ed Skiba.....	57
THE WRONGFUL INDICTMENT.....	58
Inselberg Is Indicted By the Grand Jury Immediately After the Skibas Testify.....	58
The U.S. Attorney Dismisses the Indictment after Inselberg’s Attorneys Prove the Giants’ Witnesses Committed Perjury and Obstructed Justice .....	60
Common Law Grand Jury Witness Immunity .....	61
GIANTS MEMORABILIA FRAUD HAS BRAZENLY CONTINUED .....	62
Counterfeit Game-Used Super Bowl XLVI Helmet and Backup.....	62
Fraudulent Items Sold by NFL Auction.....	65
ACTUAL DAMAGES .....	66

Inselberg.....	66
Godown and Jakab.....	70
COUNT ONE: NEW JERSEY CIVIL RICO ( <i>N.J.S.A. 2C:41-1 ET SEQ</i> ).....	74
The Enterprises .....	74
Defendants’ Violations of the New Jersey RICO Statute.....	77
The Pattern of Racketeering Activity .....	78
Standing and Proximate Cause .....	80
COUNT TWO: MALICIOUS PROSECUTION .....	81
COUNT THREE: TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE .....	82
COUNT FOUR: TRADE LIBEL .....	83
COUNT FIVE: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS .....	84
COUNT SIX: CONSUMER FRAUD ( <i>N.J.S.A. 56:8-2</i> OR OTHER APPLICABLE STATUTE).....	85
COUNT SEVEN: COMMON LAW FRAUD .....	86
COUNT EIGHT: QUASI-CONTRACT - UNJUST ENRICHMENT .....	87
COUNT NINE: QUASI-CONTRACT - <i>QUANTUM MERUIT</i> .....	88
COUNT TEN: UNFAIR COMPETITION – MISAPPROPRIATION AND REVERSE PALMING OFF.....	88
COUNT ELEVEN: BREACH OF CONTRACT.....	90
COUNT TWELVE: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS .....	91
COUNT THIRTEEN: CIVIL CONSPIRACY .....	92
COUNT FOURTEEN: AIDING & ABETTING.....	92
COUNT FIFTEEN: NEGLIGENT SUPERVISION .....	93
COUNT SIXTEEN: NEGLIGENT RETENTION .....	95
COUNT SEVENTEEN: NEGLIGENT MISREPRESENTATION .....	95
COUNT EIGHTEEN: <i>RESPONDEAT SUPERIOR</i> .....	96
DESIGNATION OF TRIAL COUNSEL .....	99

JURY DEMAND.....	99
CERTIFICATION PURSUANT TO R.4:5-1 .....	100
DEMAND FOR DISCOVERY OF INSURANCE COVERAGE OR INDEMNIFICATION AGREEMENTS.....	101

**NATURE OF THE ACTION**

1. This case arises from the complete breakdown of integrity and institutional control within one of the most storied and revered of American sports franchises: the New York Giants.

2. When an FBI probe into fraudulent sports memorabilia sales began looking into the Giants’ equipment managers and cleaners, individuals within the Giants’ organization—driven by a Machiavellian desire to protect that organization—coerced and intimidated witnesses into lying to the FBI. When those lies became the key to securing an indictment against a well-respected sports memorabilia collector and reseller, some of those witnesses were called to testify before a federal grand jury, where the lying continued under oath.

3. These acts of obstruction and perjury achieved their purpose: The FBI never learned about how several New York Giants employees, including the franchise quarterback, repeatedly engaged in the distribution of fraudulent Giants memorabilia. But the cost of the Giants’ cover-up was that the grand jury indicted an innocent man: Eric Inselberg. Even though that indictment was ultimately dismissed before trial—the Assistant U.S. Attorney requested dismissal after defense lawyers filed a pretrial motion demonstrating that Giants employees had lied to the grand jury—it was too late. The damage was already done. A wrongful indictment had turned Inselberg’s personal and professional life upside-down, causing severe psychological trauma and the loss of millions of dollars of income and property. The Giants and their employees must be held accountable for the devastation they have wrought.

## POSTURE

4. Plaintiff Eric Inselberg initiated this civil action by filing a Complaint on January 29, 2014. Certain Defendants thereafter removed the case to federal court based on the spurious contention that the Complaint asserted claims for patent infringement subject to exclusive federal jurisdiction. The United States District Court for the District of New Jersey remanded the case on November 10, 2014.

5. Plaintiff Michael Jakab initiated a civil action for violation of New Jersey's Consumer Fraud Act in Bergen County's Special Civil Part on July 25, 2014. *Michael Jakab v. Eli Manning et al.*, Docket No. DC-013243-14. That action was dismissed without prejudice on November 7, 2014, on the ground that Plaintiff should first attempt to make a warranty claim with Defendant Steiner Sports Memorabilia, Inc., to see whether replacement merchandise could be provided such that no ascertainable loss was suffered.

## PARTIES

6. Plaintiff Eric Inselberg ("Inselberg"), age 42, is an inventor and entrepreneur. The most significant of Inselberg's ventures, and the one in which he invested the most time and money, was securing an innovative portfolio of marketing-related patents that would revolutionize the way in which audiences participate and interact during live events, such as football games and concerts. Inselberg is also an avid collector and trader/reseller of sports memorabilia.

7. Plaintiff Inselberg Interactive, LLC ("Interactive, LLC") is a New Jersey corporation formed in July 2008. It is majority owned by Plaintiff Eric Inselberg, who is also its Managing Member. Inselberg transferred certain of his patents to Interactive, LLC for purposes of marketing to third parties the inventions disclosed in those patents.

8. Plaintiff Michael Jakab ("Jakab"), age 34, is a construction worker and life-long fan of the New York Giants. As a hobby and passion, Jakab is a collector of game-used Giants

memorabilia, and is joining this lawsuit to recover for his losses after purchasing a purportedly game-used Eli Manning helmet that, in fact, was never worn by Eli Manning, despite Eli Manning's representations that it had been.

9. Plaintiff Sean Godown ("Godown"), age 35, is a Senior Chief Petty Officer in the United States Navy. Having grown up in New Jersey, Godown is a fan of the New York Giants, and, in between recent tours of duty, he began collecting game-used memorabilia. His first major purchase was a purportedly game-used Eli Manning helmet, which he sold for a loss to Jakab after he began to question its authenticity.

10. Defendant New York Football Giants, Inc. ("Giants, Inc."), is a New York corporation having its principal place of business, as well as the main offices for its principals, agents, and employees, at the Quest Diagnostics Training Center, 1925 Giants Drive, in the Borough of East Rutherford, County of Bergen, State of New Jersey. Giants, Inc. owns and operates the professional football team known as the New York Giants, a member club of the National Football League ("NFL") since 1925 that plays its home games at MetLife Stadium in East Rutherford, New Jersey. Giants, Inc. is currently valued at approximately \$2.1 billion with \$353 million in annual revenue, making the New York Giants the fourth most valuable NFL franchise and the ninth most valuable franchise in all of American sports.

11. Non-party National Football League, Inc. is the corporate entity that oversees the operations of the NFL. It has significant contractual relationships with each of the 32 teams in the NFL, including the New York Giants. The NFL is an integral part of the primary enterprise alleged herein to have been corrupted by criminal elements in violation of New Jersey's Racketeer Influenced and Corrupt Organizations (RICO) laws.

12. Defendant John K. Mara, Esq. (“Mara”) is President, Chief Executive Officer, and co-owner of the Giants. Mara is responsible for all administrative, legal, and financial aspects of the organization. Prior to joining the Giants in 1991, Mara practiced law in New York City.

13. Defendant William J. Heller, Esq. (“Heller”) is the Giants’ Senior Vice-President and General Counsel, a position he has held since October 1, 2010, after a 30 year career in private practice, including many years as a partner at McCarter & English, LLP, where Heller focused on intellectual property. In his role as General Counsel for the Giants, Heller is responsible for all of the team’s legal affairs. He reports directly to Defendant Mara. Heller is a member of a LinkedIn group called “Anti-Counterfeiting / Anti-Piracy Professionals.”

14. Non-party McCarter & English, LLP (“McCarter & English”) is a law firm consisting of over 400 lawyers along the Atlantic coast from Washington, DC to Boston, with its main office in Newark, New Jersey. McCarter & English were retained as outside counsel by Heller to represent Giants, Inc. during the government’s investigation of memorabilia fraud, and, on information and belief, for the purpose of conducting a related internal investigation.

15. Defendant Christine Procops (“Procops”) is the Giants’ Senior Vice President and Chief Financial Officer. She is a former Arthur Andersen accountant, who joined the Giants in 1994 and has been responsible for all financial aspects of the team’s operations since 2001.

16. Defendant Patrick “Pat” Hanlon (“Hanlon”) has at all times relevant to this Complaint been the Giants’ Senior Vice President of Communications. Hanlon’s main responsibility is public relations, which includes interacting with the third parties that interact with the fans and the general public. Such third parties include, *e.g.*, media organizations and the Pro Football Hall of Fame.

17. Defendant Ed Wagner, Jr. (“Wagner”) is the Giants’ Equipment/Locker Room Manager, a position he has held for approximately 35 years.

18. Defendant Joseph Skiba (“Joe Skiba”) started working for the Giants as an Assistant Equipment Manager in 1994 and is currently the Giants’ Equipment Director, a position he has held since 2000. He reports directly to Defendant Wagner, although he also regularly takes orders from players and coaches, and occasionally from members of the Giants’ front office. Joe Skiba is in charge of, among other things, purchasing the team’s equipment and uniforms. Joe Skiba is a resident of Bergen County, New Jersey.

19. Defendant Edward Skiba (“Ed Skiba”) has been an Assistant Equipment Manager for the Giants since 1996. He reports directly to his younger brother, Defendant Joe Skiba, as well as to Defendant Wagner.

20. Defendant Elisha N. “Eli” Manning (“Manning”), a resident of Hudson County, New Jersey at all relevant times, is the Giants’ franchise quarterback. Manning was the first pick in the 2004 NFL Draft, and has since led the Giants to two Super Bowl titles, winning the MVP award each time. Manning is the highest-paid player in the history of the Giants, and is currently the seventh-highest-paid player in the entire NFL, having signed a seven-year \$106.9 million contract extension in 2009. In addition to his player’s salary, he has numerous endorsement deals, which he conducts through Defendant PWL, Inc. Among his endorsement partners is Defendant Steiner Sports Memorabilia, Inc.

21. Defendant Park Cleaners, Inc. (“Park Cleaners”) is a New Jersey corporation with a principal place of business at 124 Park Avenue, in the Borough of Rutherford, County of Bergen, State of New Jersey.

22. Defendant Barry Barone (“Barone”) is the owner and operator of Defendant Park Cleaners, Inc. Since 1974, Barone has been cleaning and tailoring the uniforms for local sports teams, including the Giants (1982-present), the New York Jets (1983-present), the New Jersey/Brooklyn Nets (1980-present), the New Jersey Devils (1980-present), and the Philadelphia Eagles (2003-present).

23. Defendant Steiner Sports Memorabilia, Inc. (“Steiner Sports”) is a New York Corporation specializing in sports memorabilia sales. It maintains an office at 145 Huguenot Street, New Rochelle, New York. It also operates a website at [www.stainersports.com](http://www.stainersports.com), although that website purports to be operated by “Steiner Sports LLC,” which, based on a search of Department of State records, does not appear to be recognized as a legal entity by the State of New York. Upon information and belief, Steiner Sports routinely transacts business in the State of New Jersey and with residents thereof, including Eli Manning and PWL, Inc. Manning’s game-worn helmets and jerseys are currently among the most-collectible items acquired and sold by Steiner Sports. All such items sold by Steiner Sports are personally authenticated as game-worn by Manning.

24. Defendant PWL, Inc. (“PWL”) is, on information and belief, an entity owned by Eli Manning for the purpose of acting as a corporate intermediary for endorsements and related transactions with third parties. According to department of state records, PWL was incorporated in Delaware on January 21, 2004, and it is licensed to do business in New Jersey but not in New York. On information and belief, PWL’s primary place of business is at 95 River Street in Hoboken, New Jersey.

25. John Does A-Z are other individuals and/or entities, whose identities and involvement can only be ascertained through further discovery.

## BACKGROUND

### The Sports Memorabilia Business Generally

26. In the modern sports memorabilia world, some of the most collectible items are players' uniforms and equipment. Such items fall within several general categories:

a. Game Used/Game Worn – This category includes only equipment or uniforms that were actually used or worn by an athlete during a game. (The website for one well-known memorabilia auction house, Heritage Auctions, defines the term “game used” as “[a] piece of equipment that has been used by an athlete during a game.”) Items in this category are the most valuable and collectible, particularly if worn during an important event, such as a championship game.

b. Game Issued – A game-issued jersey is essentially identical to one actually worn during a game because it was prepared to be ready-to-wear, tailored to fit the specific player and adorned with whatever game-specific patches or stickers might be necessary to be worn during a game. These items are not as collectible or valuable as items actually used or worn by the players in games.

c. Team Issued – A team-issued jersey is one that was produced by the same manufacturer as the jerseys used by a team, but which was not tailored to fit any particular player or prepared for any particular game.

d. Authentic – An authentic jersey is one that was not worn in a game or created by the football team's jersey supplier, but rather is purchased on the open market at such places as the NFL.com store, or through sports equipment stores or other distributors. These jerseys were often used for NFL player signatures and may be sold or traded with the description “authentic jersey” or some other similar moniker.

27. When considering the most valuable category of game-used memorabilia, the credibility of the seller is critical to sales, because it is often difficult if not impossible to verify the authenticity of items being sold. Credibility can be established with potential buyers by documenting the chain of custody of the item, i.e., how the seller came to possess the item. Certificates or letters of authenticity are commonly used to support the chain of custody. The absence of credibility significantly diminishes the value of game-worn memorabilia in the seller's possession.

28. In recent years, thanks to the proliferation of high-definition video and photography equipment, another important means for authenticating memorabilia is a process called "photomatching." As the name suggests, this process involves reviewing photos or video taken during a game and comparing the unique identifying markings on the memorabilia item to the item depicted in the photograph. For example, scuff marks on a helmet caused by contact with the field during a tackle may be captured on film and used to verify that a purportedly game-worn helmet was, in fact, worn during a particular game. The more unique markings can be matched, the greater assurance a purchaser can have that the item is authentic. Memorabilia that has been photomatched thus has greater value to collectors than memorabilia that has not.

29. Steiner Sports is one of the leading sources for game-used sports memorabilia in the United States. Its position is based on several factors, including its well-publicized exclusive contracts with several high profile athletes, and its unique authentication and certification system for memorabilia it sells.

30. At all times relevant to this case, Steiner Sports' authentication system involved placing a unique, tamper-proof hologram on each piece of merchandise that it authenticates and sells. The Steiner Sports motto states, "The Steiner Seal Means It's Real!" In addition, Steiner

Sports includes certificates or letters of authenticity to provide specific assurance to purchasers that the item is authentic.

31. Steiner Sports was aware that these measures increased the likelihood that direct purchasers would resell items of sports memorabilia to other collectors who, although not purchasing directly from Steiner, were nevertheless relying on Steiner's representations of authenticity. Moreover, the fact that these measures increased the resale value of the items also increased the original sale value to direct purchasers. Steiner Sports was well aware that it made more money by implementing the foregoing authenticity measures to enhance resale value.

#### **Plaintiff Inselberg's Involvement in Sports Memorabilia**

32. Plaintiff Eric Inselberg has been an avid collector of sports memorabilia since he was a child. Inselberg's interest in sports memorabilia arose out of his love for the New York Giants—a love that dates back to October 10, 1976, when his father took him to the very first game played at Giants Stadium. In the years that followed, Inselberg amassed an impressive collection of sports memorabilia, with a focus on game-worn sports jerseys and equipment, especially all things Giants.

33. Inselberg's passion for collecting sports memorabilia evolved from a hobby into a lucrative business. By the mid-2000s, Inselberg had earned a reputation as a trusted source for sports memorabilia, particularly memorabilia of the New York Giants.

34. Prior to October 2011, Inselberg operated a profitable business selling unique and authentic sports memorabilia. He operated that business through two companies for his sports memorabilia purchases and sales, Pasadena Trading Corp. and Taylor Huff, Inc. Neither of these companies consisted of a physical store. Rather, they were entities utilized for Inselberg's sports memorabilia business transactions. Both companies are now defunct.

35. Even after becoming involved in reselling memorabilia as a business, Inselberg remained first and foremost a passionate collector and enthusiast. He continued to acquire new items for his own personal collection that he did not intend to resell.

36. Oftentimes, Inselberg and his companies would trade or exchange items of memorabilia for other items of memorabilia, rather than receive cash consideration.

37. Inselberg obtained game-used memorabilia through many channels, including direct acquisitions from numerous current and former professional athletes, as well as sports teams' uniform cleaners and equipment managers. He also acquired game-issued and authentic items, both for his personal collection and for resale.

38. In terms of volume, Inselberg's largest supplier of jerseys was by far the Giants. Inselberg regularly received such jerseys from members of the Giants equipment management staff, in addition to several Giants players.

39. Beginning in the 1990's and continuing through the early 2000's, Inselberg developed a business relationship with Defendant Wagner, from whom Inselberg purchased hundreds of items.

40. Beginning in or about the fall of 2001, Inselberg developed a business relationship with Wagner's subordinates, Defendant brothers Joe Skiba and Ed Skiba (collectively, the "Skibas"), from whom Inselberg ultimately purchased thousands of items over the ensuing decade. Inselberg also developed a personal friendship with the Skibas, particularly Ed Skiba.

41. By 2006, the Giants' management was aware of the full scope of Inselberg's relationship with the Giants' equipment staff, after Inselberg provided documentation of the relationship, such as letters, invoices and receipts to Joe Skiba, who provided them to the Giants' Field Security Manager, Terry Mansfield, who in turn communicated this information to

Defendants Mara and Procops as part of a concerted effort between Mansfield and Joe Skiba to have Ed Wagner fired.

42. At all times when Inselberg was acquiring memorabilia, the Giants had no official policy in place with regard to the distribution of used or damaged jerseys and equipment.

43. On information and belief, the Giants' front office has been aware for decades that its equipment staff have made money on the side by selling Giants game-used memorabilia for decades, since at least the time when Defendant Wagner's father, Edward Wagner, Sr., held the position that Defendant Wagner now holds.

44. Inselberg was first introduced to Wagner by a fellow memorabilia collector, and by Barry Barone of Park Cleaners, who handled the dry cleaning and maintenance of the uniforms for the Giants and multiple other New York-area professional sports franchises.

45. Inselberg purchased game-worn clothing from players of each of the teams with which Barone worked either from Barone himself or, with respect to most Giants memorabilia, through use of Park Cleaners' equipment and premises to facilitate the transactions. Many of Inselberg's transactions with the Giants' equipment staff were made on Park Cleaners' premises, or otherwise facilitated by Barone, who typically earned a commission on all of Inselberg's memorabilia transactions with the Giants, which Barone insisted on receiving all payments in cash or via money order.

46. As Inselberg purchased larger volumes of game-used jerseys, he frequently undertook to replace those jerseys at his own expense. Joe Skiba gave Inselberg permission to purchase official Giants jerseys from the jersey manufacturers, such as Ripon Athletic, which Inselberg would then letter, number and tailor at Park Cleaners (either personally or by paying Barone to do it). For example, pursuant to this arrangement, during the week, Inselberg would

prepare potential replacement jerseys at Park Cleaners, then, after a typical home game, Inselberg would go to Park Cleaners and go through the laundry bins to select the game-worn jerseys that he wanted, and would “switch out” those used jerseys for the unused replacements. Skiba, as a representative of the Giants, was aware of and permitted Inselberg to engage in this swap of equivalent jerseys in exchange for the Giants' property.

47. Through the Skibas, Inselberg was introduced to other teams’ equipment managers. As with the Giants, Inselberg was able to acquire those teams’ game-worn memorabilia from those team staff members.

48. The Skibas also sold game-worn memorabilia from other NFL teams to Inselberg. The Skibas acquired such items from other teams either from those teams’ equipment staff or from Giants players who had received the items as gifts from other teams’ players and then gave them to the Skibas. Items sold by the Skibas to Inselberg in this manner included, among other things, star NFL players’ jerseys and Pro Bowl helmets.

49. Acquiring sports memorabilia from equipment staff as Inselberg did was standard practice among the vast majority of NFL teams. Moreover, Inselberg’s acquisition of memorabilia from the Giants has been ratified by the Giants’ management as legitimate.

50. Although Inselberg did operate a business trading sports memorabilia, Inselberg continued at all times to be a passionate consumer/collector of game-used memorabilia.

### **Inselberg’s Other Business Ventures**

#### *Football Helmet Design Patents (“Helmet Patents”)*

51. Beginning in or about 2003, Plaintiff partnered with Joe Skiba (and, to a lesser extent, Ed Skiba) to develop an improved football helmet that would reduce the occurrence of traumatic brain injuries, which have plagued NFL players, and have since emerged as a significant post-career health and liability issue for the league. Inselberg and Skiba together obtained two

patents on such an improved helmet. (Patent Nos. 6,931,671 and 7,062,795). Third-party tests concluded that their design was a significant improvement over existing helmets on the market, including those used by the NFL.

52. Inselberg invested approximately \$200,000 into the business venture.

53. In connection with the business venture, Inselberg provided a line of credit to Joe and Ed Skiba in the amount of \$100,000. A copy of this agreement is attached as Exhibit A.

54. Inselberg's involvement in this business venture with the Skibas was disclosed to the Giants prior to the filing of any patent applications. Joe Skiba contacted Christine Procops to obtain permission to work on the helmet endeavor, and she approved his involvement in the project.

55. In or about late 2011, Joe Skiba ceased to communicate with Inselberg entirely. Since May 2013, Inselberg has made numerous unsuccessful attempts to contact Joe Skiba to discuss the helmet patent business.

56. Upon information and belief, Joe Skiba cut off communications with Inselberg based on explicit or implicit instructions from the Giants' management, including the CEO, John Mara, and the General Counsel, William Heller.

57. The termination of communication between Inselberg and Joe Skiba effectively terminated the entire business venture. Without Skiba's ongoing involvement in manufacturing prototypes and providing an insider connection with the NFL and its vendors, Inselberg could not justify continuing to pay the fees necessary to maintain the active registration of the Helmet Patents. Accordingly, in or about August 2013, Inselberg did not pay the required maintenance fee, and the Helmet Patents terminated as a result.

*Interactive Marketing/Audience Participation Patents (“Marketing Patents”)*

58. Beginning in or about the mid- to late-1990s, Inselberg began researching and developing methods for audience participation at live events. At the time, the technology did not yet exist to implement these methods, much less to profit from them. Nevertheless, although no prototype could yet be developed, in or about 2000, Inselberg began obtaining patents on the methods he invented.

59. By the late 2000s, contemporaneous with the rise of the ubiquitous smartphone, the requisite technology finally existed, and Inselberg had obtained numerous patents to protect the rights to his invention.

60. In or about 2008, Inselberg created a separate entity, Inselberg Interactive, LLC (“Interactive, LLC”), which became the registered owner of the patents.

61. Attached as Exhibit B is a chart that compiles the patents referred to in this section.

62. Interactive actively marketed its patent portfolio, which offered at least three potentially significant revenue streams: (1) using the patent rights to offer unique marketing services to live-event venues; (2) directly licensing the patents to live-event venues; and (3) litigating against infringing parties (including live event venues and related businesses, as well as advertisers and service providers).

63. In or about 2010, Interactive, LLC promoted itself as a marketing company for live-event venues and the franchises that utilize them. It presented its services as a product called “Tapt-In.” As the Tapt-In presentation materials showed, it bridged the gap between Interactive, LLC’s patent portfolio and real-world marketing to help potential licensees capitalize on the significant yet substantially untapped marketing potential of having a captive audience, almost every member of which was capable of being reached wirelessly through their smart phones.

64. Because the Tapt-In presentation materials included a number of interactive marketing concepts and audience participation ideas that went well beyond the basic inventions disclosed in the Marketing Patents themselves, the presentation materials themselves were clearly marked as “Confidential” on each page.

65. At all relevant times, Inselberg held an 82.5 to 87.5 percent ownership interest in Interactive, LLC.

66. Inselberg invested over \$2.6 million (\$2,600,000.00) into developing the patent portfolio and the Interactive, LLC business venture.

67. In or about 2007, Interactive, LLC was offered over ten million dollars by a third-party patent aggregation and monetization company to acquire Interactive, LLC’s entire patent portfolio. The third party indicated they would be willing to offer as much as eleven or twelve million dollars. Interactive, LLC rejected the offer and decided not to sell the patents.

68. In or about August 2010, Interactive, LLC entered into a loan agreement (the “Interactive Loan”) with another third party, who was then a senior executive for JP Morgan Chase. The loan was collateralized by, *inter alia*, Interactive, LLC’s patent portfolio.

69. On or about December 20, 2010, Interactive, LLC engaged the legal services of one of the top intellectual property law firms in the country, on a contingency-fee basis, in an attempt to license the patents to live-event venues and related businesses, or, if necessary, to litigate against infringing parties. The law firm terminated the attorney-client relationship in or about mid-2012.

70. Interactive, LLC defaulted on the Interactive Loan in or about April 2012. Although the lender graciously allowed Interactive many months of extra time to attempt to get out of default, Interactive, LLC was unable to do so. As a result, in or about January 2013,

Inselberg was forced to authorize the transfer of Interactive, LLC's patent portfolio to the lender. The transfer was made effective as of April 2012, the date of the original default.

### **Inselberg's Relationship with the New York Giants' Management**

71. Over time, Plaintiff Inselberg's relationship with the New York Giants expanded beyond his dealings with the equipment staff to include working directly with the team's management on a number of projects.

#### *The Legacy Club*

72. Inselberg was instrumental in creating the Legacy Club, the crown jewel of the Giants' fandom at the new MetLife Stadium where the Giants play their home games.

73. The Legacy Club is the Giants' historical museum, containing game-used memorabilia from throughout the history of the New York Giants. The multi-room display is prominently located at the stadium for the enjoyment of all Giants fans.

74. In total, the Legacy Club contains memorabilia valued at approximately over \$1 million, almost all of which was generously loaned by Inselberg to the Giants free of charge from the personal collection he had spent his entire life accumulating.

75. Among the items of game-used Giants memorabilia in the Legacy Club are numerous items Inselberg obtained from Wagner and the Skibas.

76. To the best of Inselberg's knowledge, all of the game-used memorabilia he placed in the Legacy Club were authentic.

77. In September 2010, the Legacy Club opened to great fanfare. As a person who values his privacy, Inselberg asked the Giants to refer to him in public as simply an "anonymous donor." Internally within the Giants organization, however, Inselberg received the title of "Giants Memorabilia Curator." He had put in countless hours of work preparing the Legacy Club and its displays of his memorabilia for all of the other Giants fans to enjoy.

78. Around the same time that the Legacy Club was opening, Defendant Procops maliciously and without any foundation initiated an assault on Inselberg's professional reputation by telling multiple people within the Giants' organization, as well as Defendant Heller, that Inselberg's memorabilia was fake or stolen.

79. Inselberg had previously met with the Giants' owners and managers and explained to them the various means by which he acquires memorabilia, including the fact that he had received a significant quantity of items from the Giants' current and former staff members. On or about September 22, 2010, John Mara wrote to Inselberg, stating:

On behalf of the Mara and Tisch families, I wish to thank you for loaning the Giants organization your extensive collection of Giants memorabilia. Your collection has made the Legacy Club a fan favorite destination in the new stadium .... Thank you again for your support. We look forward to working with you in the near future on the Timex Performance Center memorabilia displays.

*Wireless Marketing*

80. At the request of the Giants' Chief Marketing Officer, Mike Stevens, Inselberg Interactive, LLC presented its "Tapt-In" in-stadium wireless advertising service to the Giants over the course of more than a dozen meetings in or about the fall of 2010.

81. In addition to the standard Tapt-In presentation, Inselberg created and delivered special presentations, including a custom video made by a production company. Through these materials, Interactive, LLC pitched the Giants specific, original, and innovative interactive marketing ideas that were tailored to Giants and their new home in Met-Life Stadium.

82. All of the meetings were confidential, with the understanding that the Giants would not utilize the ideas presented to them without retaining Interactive, LLC.

83. The specific marketing ideas presented to the Giants were based significantly on the patent portfolio that Interactive, LLC held at the time, but the ideas themselves were neither disclosed in nor obvious from those patent disclosures.

84. The Giants were very interested in the potential value to be realized by licensing Interactive, LLC's patent portfolio, especially because the concepts and technologies presented were essentially brand new potential profit centers, about which the Giants had little or no previous knowledge or experience.

85. Stevens was so impressed by Inselberg's creativity and knack for marketing that he invited Inselberg to numerous additional meetings simply to pick his brain for potential marketing and promotional ideas.

86. The Giants did not ultimately acquire any licenses or other services from Interactive, LLC, nor did it provide any compensation to Inselberg personally.

87. The Giants nevertheless proceeded to implement many of the marketing methods that Inselberg and Interactive, LLC had presented to the Giants, without providing any form of compensation to Inselberg or Interactive, LLC.

#### *JPMorgan Chase Banking Deal*

88. While the Giants and the Jets were preparing to open their new stadium, Inselberg was frequently in the stadium and in the Giants' offices as he was working on the Legacy Club. While there, Inselberg was informed that the Giants were looking for major sponsors for the new stadium.

89. Inselberg had a close connection with JPMorgan Chase bank ("Chase"). One of the bank's senior-most executives was a personal friend of Inselberg and a financier for Interactive, LLC.

90. At the time, there were no active discussions between the Giants' management and Chase.

91. On information and belief, Chase had not previously had any official sponsorship or banking deals with the Giants.

92. Unlike many other large banks, Chase did not at the time have any significant interest in sponsoring sports stadiums.

93. Acting on behalf of the Giants, Inselberg initiated contact with his friend at Chase to pitch him on a potential partnership between the Giants and Chase relating to the new stadium.

94. Though Chase's initial response was merely lukewarm, Inselberg participated in numerous meetings and conversations to facilitate the start of serious negotiations.

95. During the negotiations but prior to any deal closing, Giants' executive Mike Stevens gave Inselberg a pair of Tiffany glasses as a gesture of gratitude. Inselberg accepted the gift but responded by raising the issue of receiving a commission (i.e., a finder's fee) for his work. Inselberg added that he understood that a fee of three percent (3%) of the deal value was standard for similar deals.

96. Stevens acknowledged Inselberg's entitlement to a fee if a deal was reached, and promised to compensate Inselberg for his services. Specifically, Stevens stated, "First of all, Eric, let's get a deal done. Then we'll worry about it. You are part of the Giants' family. We'll take care of you."

97. Even though the cash amount of the commission was not specified at the time, Stevens did promise that part of Inselberg's compensation would include a 2007 Super Bowl ring for his personal collection of Giants memorabilia.

98. The discussions initiated by Inselberg resulted in Chase being installed as the official bank for the Giants.

99. On information and belief, this banking deal resulted in tens of millions of dollars of revenue for the Giants and their affiliated entities.

100. The Giants have failed to provide any of the promised compensation to Inselberg for his services rendered and the substantial benefits the Giants received as a result.

#### **GAME-USED MEMORABILIA FRAUD**

101. Not satisfied with their ability to sell actual game-used clothing and equipment, Defendants Manning, Wagner, Joe Skiba, Barone, Hanlon, and PWL each directly and intentionally participated in the creation of fraudulent game-used Giants memorabilia.

#### **Wagner's Doctoring of Jerseys**

102. In or about the fall of 2001, Wagner directed Barone to intentionally damage multiple Giants jerseys to make them appear to have been game-worn when they had not been.

103. Inselberg discovered this when he walked into the Park Cleaners store and caught Barone in the act of doctoring jerseys. Specifically, Inselberg saw Barone using a large pair of scissors to damage a complete set of brand new, white Giants jerseys.

104. Barone explained to Inselberg that the fraudulently altered jerseys were not intended for Inselberg, but for an unidentified third party or parties. Barone stated that Wagner was “forcing [him] to do it,” because Joe Alonzo had asked Wagner to “put wear on” the jerseys so that Alonzo could sell them to third parties as if they were game-worn.

105. Barone said that he was repairing the cuts to the jerseys with the same care and attention he uses on actual worn jerseys that had been damaged during gameplay, thereby making the brand new jerseys appear as if they had been damaged during gameplay and subsequently repaired by the team's expert tailor.

106. Inselberg became extremely upset with Barone—in his words, he “went nuts”—and said he was going to report this incident to the Giants' management. Barone pleaded with Inselberg not to do that, and swore to him that he had never committed fraud in connection with anything that ended up in Inselberg's possession.

107. Upon discovering Wagner's fraud, Inselberg decided to exercise caution and cease doing business with Wagner. Barone acknowledged Inselberg's desire to work with someone at the Giants other than Wagner, so he and his spouse, Kathy Barone, connected Inselberg with Joe Skiba at their Park Cleaners store for purposes of continuing the Giants memorabilia relationship that had been so profitable for Barone.

108. Subsequently, Inselberg showed Skiba some of the items that Inselberg had purchased from Wagner for his personal collection. Skiba told Inselberg that he believed some of the helmets Wagner had sold were fake.

109. Joe Skiba started working with Security Manager Terry Mansfield to report Wagner's fraudulent activity to Defendants Mara and Procops in 2006. Skiba hoped that he might get a promotion, or perhaps even replace Wagner, upon disclosure of the misconduct.

110. On information and belief, no investigation of Wagner occurred, and no disciplinary action was taken against him.

#### **Fake Eli Manning Game-Used Merchandise Given to Steiner Sports**

111. As detailed herein, acting within the State of New Jersey, Eli Manning conspired with Joe Skiba and PWL to create Giants helmets and jerseys emblazoned with multiple false representations that the items had been used by Manning during Giants games, with the knowledge and intent that the fraudulent memorabilia be distributed for sale to consumers nationwide through Steiner Sports.

#### *Manning's Exclusive Contract with Steiner Sports*

112. Prior to the end of his rookie season in 2004, Manning (either personally or through PWL) entered into a contract with Steiner Sports that required him to provide signatures on various items of merchandise for Steiner to sell to consumers, and further required him to provide Steiner with certain of his game-used uniforms and equipment at the end of each NFL season.

113. The exclusive contract between Manning and Steiner Sports is public knowledge, and the Giants' owners and management are aware both of Manning's contract and the fact that he regularly provides allegedly game-worn memorabilia to Steiner Sports. The Giants' owners and management have long known that Manning and other players routinely take Giants uniforms and equipment in order to sell the items for personal profit, and they are permitted to do so without having to compensate the Giants for the cost of replacing the items.

*After Manning's Rookie Season*

114. In the winter of 2005, after the end of the 2004 NFL season, Inselberg was invited to meet Joe Skiba in Joe's office, which was essentially a cubicle in the basement of Giants Stadium in East Rutherford, New Jersey.

115. Sitting down, Inselberg noticed two Eli Manning jerseys laid out on the cabinet next to Inselberg's chair. Inselberg asked Joe if he could have one of those jerseys.

116. Joe replied, "Nah Eric, you don't want these. These are just bullshit." "What do you mean?" Inselberg asked. "They aren't even the right size," Joe Skiba said, "they're size 48. I had to make them up for Eli [Manning]. Barry [Barone] just dropped them off for me."

117. Joe Skiba explained to Inselberg that Manning had called him to say that he needed his equipment from the previous season to give to Steiner Sports to sell to collectors. Skiba said that he informed Manning that there was "nothing left," and that Manning said to "just put together some stuff, make something up, since he's got an obligation with his contract for jerseys and helmets."

118. Joe Skiba further told Inselberg, "Eli said they [Steiner Sports] are pains in the asses and he has to give them this stuff as part of his Steiner contract."

119. Inselberg asked Joe Skiba if he should give back the 2004 Manning helmet that Joe had sold to him. Joe said no, because he had already “made up” another for one for Manning to give to Steiner Sports.

120. Approximately three to four weeks after the conversation in Joe Skiba’s office, Inselberg asked whether Joe Skiba and Manning had gone through with giving Steiner Sports fake memorabilia. Joe said that Manning had taken the items and that he had signed the items as “game used.”

121. Joe Skiba further told Inselberg that Manning had provided the “made up” memorabilia to Steiner Sports.

122. Throughout the 2004 NFL season, all of the Giants’ players’ helmets bore a “79 RB” memorial sticker to commemorate the great Giants offensive lineman Roosevelt “Rosey” Brown, who had passed away on June 9, 2004.

123. In seven of the eight games Manning played during the 2004 season, he wore a helmet that bore the “79 RB” memorial sticker on the back left portion of the helmet. In the only game where that sticker was not visible, Manning’s helmet bore a different sticker, in memoriam of Pat Tillman, who had died after leaving the NFL to fight in service of his country.

124. Attached hereto as Exhibit C is a photograph of the Inselberg’s 2004 Manning helmet, clearly showing the “79 RB” sticker.

125. In or about October 2013 through November 8, 2013, a third-party auction house listed for auction a purportedly “2004 Eli Manning Game Worn, Signed and Inscribed New York Giants Rookie Helmet – With Steiner COA!” An archived copy of the listing is attached hereto as Exhibit D, including a large printout of one of the photos included with the listing.

126. As Exhibit D shows, even though the helmet exhibited wear, was signed and inscribed by Manning as “game used,” came with a Steiner Sports letter of authenticity, and bore the Steiner Sports hologram sticker on the back, the helmet had no “79 RB” sticker. Thus, the helmet being auctioned was likely the same helmet that Joe Skiba admitted he had “made up” in the winter of 2005.

*After the 2005 NFL Season*

127. In or about the winter of 2006, Ed and Joe Skiba had offered to sell Inselberg some of the unused Giants jerseys from the 2005 NFL season. While Inselberg was in the process of selecting the jerseys he wanted to buy, Joe Skiba said that he needed to keep a few quarterback cut game jerseys just in case Manning asked for more again. Inselberg asked, “What do you mean, for Steiner again?” Joe Skiba responded, “Yeah.”

128. Inselberg acquired all of the actual game-worn Manning jerseys from the Skibas during and immediately after the 2005 NFL regular season.

*After the 2006 NFL Season*

129. In or about mid-2007, Inselberg received a phone call from Efrain Reyes (“Reyes”), an employee of Steiner Sports, who inquired whether Inselberg was interested in purchasing blue Manning game-used jerseys from the 2006 NFL season. Before Inselberg could answer, Reyes said, “You probably don’t want them because you got everything already,” referring to Inselberg’s well-known direct connection to the team. Inselberg told Reyes he would consider the offer.

130. Inselberg had, in fact, acquired all of the blue jerseys worn by Manning during the 2006 NFL season from Joe Skiba.

131. Inselberg contacted Joe Skiba to ask how Steiner Sports could have a blue jersey since he thought he had purchased all of them. Joe Skiba responded, yelling, “I don’t have time for this. I don’t want to talk about it.”

132. A day or two later, Inselberg contacted Reyes to ask for pictures of the jerseys that Steiner was selling. Reyes sent pictures, and discussed the jerseys with Inselberg, noting that he had been unable to photomatch any of the jerseys, which had supposedly been washed before being delivered to Steiner Sports and which had no repairs or any significant markings indicating wear.

133. Before getting into the details, however, Reyes asked Inselberg what he thought of the Manning merchandise. Reyes, who was clearly frustrated with the situation, said that some people in the Steiner Sports office had been questioning the authenticity of the merchandise because none of it could be photomatched, and some items were missing proper markings and/or appeared to be the wrong size.

134. Inselberg told Reyes, “Look, you’re putting me in a difficult situation, but I would just say this: Be careful and look through things thoroughly.” Reyes indicated that he understood, and thanked Inselberg for his help.

*After the 2007-08 Super Bowl-Winning Season*

135. In or about April 2008, Joe Skiba, acting in his capacity as the Giants’ Equipment Director in the equipment room at Giants Stadium in East Rutherford, New Jersey, took at least two New York Giants helmets that were designed for use during the 2007-08 season and altered them to make them falsely appear to have been worn by Eli Manning during games in that Super Bowl-winning season. In fact, the helmets had never been worn by Eli Manning during any of the games played during that or any other season.

136. In creating the fake helmets using the Giants' facilities and property (both tangible and intellectual), Skiba attempted to replicate the appearance of a helmet used by Eli Manning during a regular season game. Among other things:

a. Skiba placed "1" and "0" stickers on the back of each helmet, to signify Eli Manning's number "10."

b. Skiba placed a number "10" sticker on the inside of each helmet, even though such stickers were not visible to the game-viewing public, because such stickers were indicative of authentic game-used Giants helmets.

c. Skiba placed a green sticker in the shape of circle (a "green dot") on the top of the back of each helmet towards the top, to signify that it had been used in an actual game as a quarterback's helmet containing a radio receiver. The practice of affixing the green dot to quarterbacks' game helmets began in the 2007 season. The green dot serves to let officials know which players are able to hear instructions from the sidelines.

d. Skiba scuffed up the exterior of the helmets to create the appearance of having been actually worn by a player who had received hits to the helmets during a game.

137. Each alteration or addition to the helmets made by Skiba constituted a mislabeling and misrepresentation about the true nature of the items. All of these misrepresentations were made in the equipment room of Giants Stadium in New Jersey.

138. As he had during prior years, Joe Skiba created these fake game-used helmets, along with several fake game-used jerseys, at the express instruction of Manning for the purpose of giving them to Steiner Sports.

139. On information and belief, Manning communicated his instruction to Skiba while both individuals were at Giants Stadium in East Rutherford, New Jersey.

140. In or about April or early May 2008, Manning provided at least two helmets to Steiner Sports with full knowledge that Steiner Sports intended to market the helmets as authentic, game-used Eli Manning helmets there were worn during the 2007-08 Super Bowl season.

141. Manning knew that these helmets, like all of the purportedly game-used items he gave to Steiner Sports over the years, would almost certainly be sold directly to a collector/consumer by Steiner Sports, and that it was highly probable that the item would be subsequently resold to other third-party collectors.

142. On information and belief, Manning affirmatively represented to Steiner Sports that he had worn the helmets during games played during the 2007-08 season.

143. After receiving the helmets from Eli Manning, Steiner Sports placed a hologram sticker (i.e., the “Steiner Seal”) on the back of each helmet and created a related Certificate of Authenticity, which consisted of a plastic card with unique Steiner Sports markings on it. The Certificate of Authenticity affirmatively represented that each helmet was an “Eli Manning 2007 Game Used Helmet.”

144. Steiner Sports marketed the helmets for sale to Steiner Sports customers as helmets that had been worn by Eli Manning during games playing during the 2007-08 NFL season.

145. On information and belief, Steiner Sports only listed one helmet at a time in order to keep prices high (i.e., to avoid flooding the market).

146. Although it is unclear whether Steiner Sports actually knew, or only suspected, that the helmets received from Manning had never been used in any game by Eli Manning, Steiner Sports knew that the helmets had been created by the Giants’ equipment staff in New Jersey, that Manning was a resident of New Jersey, and that Manning’s company, PWL, was based in New Jersey.

147. As a general proposition, the base parts of the helmets are manufactured by third parties who provide equipment to multiple teams, just as uniforms are manufactured by such third parties. But, as is well known to sports memorabilia collectors, each team is then separately responsible for customizing their uniforms and equipment to meet the team's and players' unique specifications.

148. By representing that these were authentic game-used helmets, Manning and Steiner Sports were thus impliedly representing that the helmets were products of New Jersey, since that was where the Giants' facilities were located. Consumers would not have been interested in the helmets if they had originated anywhere else, because only items that had been customized by the Giants' official equipment staff would have been actually used during gameplay.

149. On or about May 20, 2008, Steiner Sports sold one of the fake Manning helmets to a customer, R.B., who resided in the State of Connecticut. The helmet was accompanied by the Steiner Sports Certificate of Authenticity as well as a Steiner Sports invoice dated May 20, 2008, which describes the sale of an "Eli Manning 2007 Game Used Helmet" for the price of \$4,000.00. A copy of the sales invoice is attached hereto as Exhibit E.

150. In or about late 2011, R.B. resold the fake helmet he purchased from Steiner Sports, along with the accompanying Certificate of Authenticity and sales invoice, to another collector, M.A., who resided in the State of Pennsylvania.

151. In or about the spring of 2012, M.A. purchased a package deal from Steiner Sports that included a jersey that Steiner said was worn by Eli Manning during the 2011 season as well as the opportunity to have a private "meet and greet" with Eli Manning where Manning could sign the jersey and chat for a few minutes with M.A. M.A.'s meet and greet with Manning took place

at the Steiner Sports headquarters in New Rochelle, New York. M.A. wanted Manning to sign certain other sports memorabilia he had previously purchased.

152. Just before the meet and greet began, a Steiner employee examined the memorabilia that M.A. wanted to have signed, including the fake helmet he purchased from R.B., to ensure that all of the items bore Steiner Sports' tamper-proof holograms and were accompanied by genuine Certificates of Authenticity issued by Steiner Sports.

153. Manning signed the M.A.'s helmet with his name, and added the following inscription in his own handwriting:

*2007-2008 Game Used  
Super Bowl  
Season*

154. A photograph of the helmet M.A. had Manning sign, showing the signature and inscription, is attached hereto as Exhibit F.

155. Following the meet and greet, Steiner Sports provided M.A. with two additional Certificates of Authenticity: one for Manning's signature on the large piece of equipment, and one for the inscription. Copies of all three Certificates of Authenticity are attached hereto as Exhibit G.

156. In or about August 2008, Steiner Sports attempted to sell another one of the fake 2007-08 Manning helmets that Joe Skiba had created at Giants Stadium at Manning's instruction. Specifically, a Steiner Sports representative contacted one of Inselberg's friends and fellow collectors, Jock Smith, to offer for sale purportedly game-used Manning memorabilia from the previous season.

157. On the morning of Saturday, August 30, 2008, Smith contacted Inselberg and a mutual friend to see whether they believed the merchandise being offered by Steiner Sports was

legitimate. Inselberg advised Smith that Inselberg had already acquired most of the Manning uniforms and equipment from the 2007-08 season. But Inselberg said he would look into it and report back.

158. On August 30, 2008 at 8:27 PM, Inselberg sent an email to Joe Skiba:

Hey Joe, my buddy was offered an eli game used helmet and jersey. Are these the bs ones eli asked you to make up\_because he didnt want to give up the real stuff?

On August 31, 2008 at 7:29 AM, Joe Skiba replied:

BS ones, you are correct...

A copy of this email exchange, which reflects Skiba's written acknowledgement that the fraudulent memorabilia was created at Manning's instruction, is attached hereto as Exhibit H.

#### **Fake Giants Memorabilia for PR Purposes**

159. In at least two other instances, Joe Skiba created fraudulent memorabilia for another purpose: public relations. According to detailed accounts Joe Skiba provided to Inselberg, he did so at the direction of Giants' public relations director, Defendant Pat Hanlon.

#### *The Super Bowl XLII Helmet*

160. In or about February 2008, Inselberg obtained Eli Manning's one and only game-worn Super Bowl XLII helmet from Ed Skiba. Inselberg still has the helmet as part of his personal collection. The helmet has been successfully photomatched with high-resolution photos from the game, as demonstrated by the photographs attached hereto as Exhibit I.

161. On or about June 17, 2008, the Giants issued a press release, quoting Giants co-owner Jonathan Tisch as saying that Manning's Super Bowl XLII helmet—the helmet Inselberg had in his possession—would be on display at the Sports Museum of America in New York City.

162. Inselberg, who was extremely upset, contacted Joe Skiba and demanded to know what happened. Joe Skiba apologized to Inselberg, said that he had had no choice, and provided the following explanation.

163. According to Joe Skiba, the then-new Sports Museum of America had contacted Defendant Hanlon to request the helmets worn by both Eli Manning and wide receiver David Tyree for a display to commemorate the miraculous play that enabled the Giants to win the game and defeat the previously unbeaten New England Patriots.

164. Hanlon reached out to Joe Skiba, as the person in charge of helmets, who informed Hanlon that Tyree had taken his helmet, and that Manning's helmet was not available.

165. Hanlon, who did not want to disappoint the new Sports Museum of America or the Giants' fans, instructed Skiba to create a replica "show helmet."

166. Attached hereto as Exhibit J is a photograph of the "show helmet" on display in the Sports Museum of America, where it was clearly labeled—falsely—as the "Helmet worn by Eli Manning during Super Bowl XLII."

167. A few weeks later, in or about July 2008 in the aftermath of the Super Bowl XLII "show helmet" going on display, Inselberg had met Joe Skiba in the parking lot between the old Meadowlands racetrack and Giants Stadium for the primary purpose of obtaining team-issued staff clothing from the Giants' mini-camp and training camp.

168. During the same parking lot conversation, Joe Skiba informed Inselberg that Manning had asked him to create even more fake memorabilia for Steiner Sports than usual that year. Joe Skiba explained that Manning said he was unhappy with the contract he had with Steiner Sports, and that, after being named the Super Bowl MVP, Manning thought that Steiner was making enough money off of Manning's autographs. In Skiba's words, Manning believed Steiner

was “milking him after the Super Bowl.” According to Joe Skiba, Manning had decided to keep what remained of his real memorabilia from that remarkable season for himself, and provide only fake items to Steiner Sports.

169. In or about the fall of 2008, the Manning “show helmet” and the real Tyree helmet were moved to the Pro Football Hall of Fame in Canton, Ohio, where they have remained on display to this day.

170. The Giants’ fraudulent creation of the Manning “show helmet” has caused countless visitors to the Hall of Fame to be duped. Moreover, it has caused the Hall of Fame’s website to contain the following false statement:

One of the most memorable moments in Super Bowl history is preserved at the Pro Football Hall of Fame. The helmets worn by New York Giants’ teammates Eli Manning and David Tyree in their team’s Super Bowl XLII win over the New England Patriots arrived at the Hall of Fame in March 2009.

171. Statements made to a reporter for NJ.com on towards the end of February 2014, and reported on February 28, 2014, by Joe Horrigan, the Vice President of Communications for the Pro Football Hall of Fame, insisted that the helmet had “been displayed only as ‘Eli Manning’s helmet,’” and “was never displayed as an artifact of Super Bowl XLII.” Thus, at least the Hall of Fame is now admitting that the helmet in question was not authentic, even if it cannot accurately describe its own past representations.

*Osi Umenyiora’s Jersey in the Hall of Fame*

172. On October 28, 2007, the Giants and the Miami Dolphins played the NFL’s first regular-season game overseas. Specifically, the game took place in London, which is where Giants’ Pro-Bowl linebacker Osi Umenyiora was born.

173. After the team returned from London, Joe Skiba gave Inselberg the unwashed jersey that Umenyiora had worn during the London game.

174. Inselberg successfully photomatched the jersey to photos from the game, and he still has the jersey as part of his personal collection.

175. In or about the summer of 2008, the Hall of Fame issued a press release listing a sampling of artifacts it had on exhibit in the Hall's new galleries, including "[t]he jersey worn by New York Giants Osi Umenyiora during the Giants-Dolphins' game in London on Oct. 28, 2007, the first regular season game played overseas, as well as in the Giants' Super Bowl XLII victory.

176. Inselberg saw the press release and contacted Joe Skiba, again upset about what happened. Inselberg explained that he could not give the real jersey he had to his kids one day if there was this fake item sitting in the Hall of Fame, making it appear as though Inselberg's item was fake. Again, Joe Skiba explained to Inselberg what had happened.

177. After the end of the season, the Hall of Fame contacted the Giants' public relations director, Defendant Hanlon, to request memorabilia relating to the historic London game.

178. Hanlon contacted Joe Skiba to ask if there were any jerseys left from the London game, and Joe Skiba told him there were none.

179. Because Umenyiora was one of only three British-born NFL players at the time, and because Umenyiora had just put on an outstanding performance during the Super Bowl, Hanlon asked Joe Skiba to make up an Umenyiora jersey that he could tell the Hall of Fame was from the London game.

180. Although Joe Skiba did not disclose all of the details of this incident to Inselberg, he did say that he decided to make the jersey look as if it had been worn during the Super Bowl so that it was more readily distinguishable from the authentic London jersey Inselberg had.

181. After Joe Skiba gave the jersey to Hanlon, Hanlon sent it to the Hall of Fame, and represented to the Hall of Fame that the jersey had been worn in both the London game and the Super Bowl. Hanlon did so to further enhance the Giants' brand and image.

182. The fake Umenyiora jersey, which was never actually worn by Umenyiora during either the London game or Super Bowl XLII, is currently hanging in the Hall of Fame in the same display case as the fake Manning Super Bowl XLII helmet and the real David Tyree Super Bowl XLII helmet.

## **OBSTRUCTION OF JUSTICE**

### **The Government Investigation of Game-Worn Jersey Fraud**

183. In or about the 2006, the United States Attorney's Office for the Northern District of Illinois in conjunction with the FBI (together, the "Government"), commenced a criminal investigation into fraud in the sports memorabilia business. Specifically, the Government was concerned that individuals were fraudulently misrepresenting jerseys as game worn when they had never actually been worn during a game.

184. With respect to several individuals under investigation, the Government sought to determine two numbers: (1) the number of authentic game-worn jerseys that the individual could have obtained, and (2) the number of jerseys sold by the individual that were represented as game worn. If the Government could show that an individual had sold more supposedly game-worn jerseys than he had obtained from legitimate sources, the Government would be able to prove that some of the jerseys sold were not game worn as claimed. In the absence of strong direct evidence indicating that jerseys had been mocked-up to appear falsely game worn, such a showing of a numerical discrepancy was essential for the Government to pursue an indictment, and for the grand jury to return one.

185. In or about 2008, the Government learned that Inselberg may have sold game-issued or authentic jerseys to other memorabilia traders that were ultimately sold—fraudulently—as game-worn. The Government began investigating Inselberg to determine whether he was a knowing participant in such fraud.

186. Beginning in or about May 2010, the Government began contacting certain of the Giants’ vendors and employees in order to determine whether Inselberg had in fact received a massive amount of memorabilia from the Giants’ equipment staff, as Inselberg claimed.

187. As discussed in more detail below, the Giants’ employees repeatedly lied to the Government about their relationships with Inselberg. Most damagingly, these employees knowingly understated the amount of memorabilia they had sold to Inselberg. Those lies created a false discrepancy between the number of legitimate jerseys obtained by Inselberg and the number of jerseys sold by Inselberg as game worn. That false discrepancy directly and proximately caused the Government to pursue charges against Inselberg and, in turn, Inselberg to be wrongly indicted for mail fraud.

### **Lies during the Government Investigation**

188. The Government’s investigation had the potential to deal severe damage to the Giants’ public image, as several Giants employees had themselves engaged in memorabilia fraud.

189. Accordingly, when the Government came knocking on the Giants’ door, the response was a cover up that threw Inselberg under the bus to protect themselves and the team.

190. During the course of the Government’s investigation of Inselberg, the FBI interviewed at least four witnesses affiliated with the Giants: Defendants Barone, Wagner, Joe Skiba, and Ed Skiba (collectively referred to as “the Giants’ witnesses”).

191. In addition, attorneys for the Giants, Defendant Heller and Robert Mintz of McCarter & English, had numerous conversations with the Government, including both the FBI and the Assistant United States Attorney overseeing the investigation.

*Barry Barone*

192. Defendant Barone was first telephonically interviewed by the FBI on May 6, 2010. A copy of the FBI 302 report of that interview is attached as Exhibit K.

193. During the interview, Barone stated that Inselberg had asked him whether he could get game-used Giants or Jets jerseys, but Barone claimed to have refused Inselberg's request. This statement was absolutely false.

194. Furthermore, Barone told the FBI about how Inselberg would letter, number and alter Giants jerseys at Park Cleaners, and that those jerseys did not appear to be game-used. Barone claimed that Inselberg told him that the jerseys he was heat-sealing at Park Cleaners were for his own personal collection of football jerseys.

195. In light of Barone's claim that Inselberg did not obtain game-used jerseys from Barone, these statements made it appear that Inselberg was creating fraudulent Giants jerseys for sale to third parties.

196. To the contrary, Inselberg was lettering, numbering and altering Giants jerseys to give those jerseys *to the Giants*. Indeed, those were *replacement* jerseys for the game-used jerseys that Inselberg took out of Barone's laundry bins after home games.

197. Additional false statements were made by Barone during the May 6, 2010 interview, including but not limited to:

- a. Barone claimed that he was introduced to Inselberg by Joe Skiba, and that the only reason he allowed Inselberg into his store was because Inselberg was friends with

Joe and Ed Skiba. In fact, it was Barone who formally introduced Inselberg to the Skibas for purposes of acquiring game-used memorabilia.

b. Barone falsely denied having given Inselberg permission to place many orders with Barone's vendors.

c. Barone claimed that he never gave a Giants or Jets jersey to anyone, despite having been asked to obtain them by a number of people throughout the years.

198. Attached as Exhibit L is an affidavit by former Giants center Bart Oates, in which he details some of his interactions with Barone, demonstrating that Barone lied to the FBI.

199. Barone was telephonically interviewed by the FBI at least two more times, on May 7, 2010 and June 1, 2010. On information and belief, Barone made additional false statements and materially misleading omissions about his business dealings with Inselberg and other memorabilia collectors during those interviews.

200. On information and belief, Barone's false statements to the FBI substantially and directly influenced the Government's decision to investigate Inselberg more closely in or about September 2010.

*Edward Wagner, Jr.*

201. The Government interviewed Wagner by telephone on or about February 11, 2011. A copy of the FBI 302 report of that interview is attached as Exhibit M.

202. During the interview, Wagner claimed to have never sold Inselberg any sports memorabilia. The FBI's investigation report from the interview states:

It is rare that true game used Giants jerseys get out into the market place. The Giants organization frowns on the sale of game used jerseys by their players. The Giants organization does not allow WAGNER or any of his assistants to take or resell game used items. WAGNER believes that if an individual were caught stealing game used items from the team, that individual would face termination.

203. The FBI's report of Wagner's interview also states:

WAGNER never sold or gave game used items to INSELBERG. WAGNER never acted as a broker to get game used items for INSELBERG.

204. Wagner's statements were false, as he has been involved in selling game-used merchandise through himself, Barone, and others since at least the mid 1990s. Inselberg provided 234 photographs and other evidence to the Government documenting just a portion of the massive quantity of game-worn memorabilia obtained through Wagner over the course of several years.

205. Upon information and belief, Wagner has been involved in selling Giants game-worn memorabilia since he first started working with the Giant. Indeed, Wagner's father—Ed Wagner, Sr., who also worked for the Giants—did the same thing, and Wagner continues to sell Giants game-worn memorabilia through unofficial channels to this day.

206. The false information that Wagner provided the FBI regarding the breadth and scope of Inselberg's access to game-worn memorabilia, substantially contributed to the Government's inaccurate impression of Inselberg's game-used memorabilia collection and directly influenced the grand jury's decision to indict.

*Joe Skiba*

207. Joe Skiba was first telephonically interviewed by the FBI on February 11, 2011. A copy of the FBI 302 report of that interview is attached as Exhibit N.

208. According to the FBI investigation report, Joe Skiba adamantly denied ever selling or providing game-used memorabilia to Inselberg:

[Joe] SKIBA has never provided a piece of game used equipment to INSELBERG. SKIBA has told INSELBERG "you can't ask me to get you anything." SKIBA has never obtained game used equipment from other teams or from other team's Equipment Managers for himself or for INSELBERG. SKIBA then said "you never want to do that." When asked why, SKIBA said, that is just something you do not want to start doing.

When told that according to a number of witnesses, INSELBERG has told people that he obtained game used items from SKIBA and ED SKIBA, SKIBA said that INSELBERG's statements were not true. SKIBA said that if he were to provide INSELBERG with game used items, that would make more of a workload for him because he would then have to order new items to replace the ones that he gave INSELBERG. SKIBA does not know why INSELBERG would say such a thing because it is not true. SKIBA then said that it would be "flat out wrong" for INSELBERG to say that he obtained game used items from or through SKIBA and his brother ED SKIBA.

In the same interview, Joe Skiba also denied knowing if Inselberg had any connection with Barone and Park Cleaners. These statements were absolutely false.

209. In the same interview, Joe Skiba asserted that "it would be impossible for anyone to collect hundreds of jerseys in a year." This statement, too, was false, as Skiba well knew, having been personally involved in providing approximately 500 to 600 Giants jerseys to Inselberg each year for several years, including at least 275 game-used Giants jerseys during each of those years.

210. When Joe Skiba was subsequently interviewed by the FBI on October 24, October 25, and November 1, 2011, he admitted to providing Inselberg with game-used jerseys and other memorabilia. He essentially stated that he was selling memorabilia to Inselberg since 2002 or 2003 and that he was paid with cash and checks. Joe Skiba, however, did not come clean and tell the whole truth. Although he now admitted that he provided Inselberg with memorabilia, Skiba continued to lie about the scope, quantity and types of memorabilia.

211. The following statements made by Joe Skiba to the FBI, among many others, were false or materially misleading:

a. 10/24/2011 Interview:

The largest in-season transaction SKIBA and INSELBERG conducted was for between eight and ten jerseys. The largest off-season transaction, SKIBA and INSELBERG conducted was for between twelve and fifteen jerseys.

b. 10/25/2011 Interview:

SKIBA never called other NFL team equipment managers to ask for jerseys on INSELBERG's behalf.

c. 11/1/2011 Interview:

SKIBA only provided INSELBERG with GIANTS items during their relationship.

*Ed Skiba*

212. Ed Skiba was first interviewed by the FBI on or about February 15, 2011. A copy of the FBI 302 report of that interview is attached as Exhibit O.

213. Like his brother Joe, Ed Skiba lied about providing memorabilia to Inselberg. Among other things, Ed Skiba stated:

SKIBA has never taken or obtained items (jerseys, helmets or balls) from the Giants locker room for others. SKIBA is not aware of anyone on the Giants staff ever taking or obtaining items (jerseys, helmets or balls) from the Giants locker room for others. SKIBA has never taken or obtained items (jerseys, helmets or balls) from other teams for other individuals. SKIBA is not aware of anyone on the Giants staff ever taking or obtaining items (jerseys, helmets or balls) from other teams for other individuals.

214. On March 3, 2011, Ed Skiba changed his previous statements and stated that he has been providing game-used items to Inselberg since 2003 or 2004. Like his brother Joe, Ed Skiba continued to provide false information. Specifically, he materially understated the amount of memorabilia provided to Inselberg.

215. Ed Skiba continued to understate the amounts and types of memorabilia provided to Inselberg during subsequent FBI interviews on or about October 24 and 25, 2011.

216. The following statements made to the FBI, among others, are false:

a. March 3, 2011:

SKIBA then stated that INSELBERG would typically ask him for approximately four jerseys after every game and on average SKIBA was able to obtain two of the four requested jerseys.

b. March 3, 2011:

SKIBA never took INSELBERG to PARK CLEANERS

c. October 24, 2011:

SKIBA believes that his largest jersey transaction with INSELBERG could have involved between 20 and 50 jerseys. A transaction involving between 20 and 50 jerseys would have occurred at the end of the season and would have involved game issued Jerseys.

d. October 25, 2011:

SKIBA was not aware of EDWARD WAGNER, head equipment manager for the Giants selling items to INSELBERG.

**The Giants' General Counsel Concealed and Encouraged Misconduct**

217. At least two of the witnesses who were interviewed by the FBI—Joe and Ed Skiba—were coerced, convinced, manipulated, persuaded, instructed, and intimidated into lying by the Giants' General Counsel, Defendant Heller.

218. Additionally, despite purportedly conducting an “internal investigation,” Heller improperly buried and failed to report evidence that Giants employees had engaged in fraud, lied to the FBI, and had even lied to Heller (and been caught) during the course of the investigation.

219. Although such conduct may sound incredible, the details of much of Heller's misconduct, as described herein, come directly from Joe and Ed Skiba. Ed Skiba in particular met with Inselberg several times during the Giants' internal investigation to tell Inselberg the details of the investigation and his interactions with Heller at the time or shortly after it was all happening.

220. Wagner reported the fact that he was interviewed by the FBI to Heller within a day or two after his February 11, 2011 interview. Wagner also informed Heller that Joe Skiba had been interviewed that same day.

221. Heller interviewed Joe Skiba for approximately an hour on the morning of February 14, 2011. Heller called the investigating FBI agent that afternoon.

222. Heller and Ed Skiba sat together in Heller's office during the FBI's February 15, 2011 phone interview of Ed Skiba. Heller cut the interview short when he realized that the FBI had evidence proving that Ed Skiba was lying when he claimed not to have sold memorabilia to Inselberg. According to the FBI 302 report, the following transpired at the end of the interview:

When [the FBI agent] began to ask questions related to checks written by INSELBERG with notations such as "Football, Giants jerseys and Tiki" HELLER asked SKIBA to step out of the room. HELLER then said that he needed to terminate the interview because it appeared that he may be putting himself in an ethical dilemma because he represents the Giants and not SKIBA. HELLER said that he would contact [the FBI agent] at a later date after determining what he needed to do on behalf of his client, the Giants.

223. On February 15, 2011, Heller began questioning Joe Skiba about the nature of his relationship with Inselberg, particularly the Helmet Patents they jointly owned. Heller also instructed Joe Skiba to "stay away" from Inselberg.

224. On February 21, 2011, Inselberg sent a letter to Heller to convince Heller that Inselberg was not a criminal, that the Helmet Patents were a real business venture, and that, based on what he had heard from Joe and Ed Skiba, Wagner had lied to the FBI when Wagner claimed not to have sold any memorabilia. Inselberg enclosed several documents with the letter supporting these two points. The letter further advised Heller that Inselberg and a friend had obtained memorabilia items from Ed Wagner for several years until Inselberg and his friend "began questioning the level of wear, authenticity, etc., on items."

225. After learning that the Giants' employees had lied to the FBI, Heller retained his old law firm, McCarter & English, to act as the Giants' outside counsel. Specifically, partner Robert Mintz worked with Heller.

226. Heller and Mintz started conducting an internal investigation, which continued through at least June 2011.

227. Heller and Mintz conducted their own interviews of Wagner and the Skibas on several occasions. Sometimes the Skibas were interviewed together, and other times they were interviewed separately. Heller also met with Wagner and the Skibas privately, without Mintz present, at least two times.

228. Heller and Mintz instructed Wagner, Joe Skiba, and Ed Skiba that they needed to admit that they sold at least some memorabilia to Inselberg, or they could get in trouble for lying.

229. Joe and Ed Skiba both admitted to selling Giants equipment and uniforms to Inselberg.

230. Wagner, however, did not admit to having ever sold any memorabilia to Inselberg or anyone else. Frustrated with this, Heller yelled at Wagner, "You're lying. Get out."

231. According to Ed Skiba, Heller was aware that Wagner, in addition to selling vast quantities of the real stuff, had also been involved creating and selling fake game-used memorabilia. On information and belief, Heller's subsequent actions and statements to the Skibas were motivated by his desire to prevent Wagner's misconduct from coming out.

232. On information and belief, Heller failed to report Wagner's insubordination and misconduct to Mara or any other executives responsible for supervising Wagner, much less to the proper authorities, and no disciplinary action was taken against Wagner by the Giants.

233. According to Ed Skiba, he perceived Heller as trying to protect Wagner from the FBI because he was concerned about the potential fallout if any Giants employee was implicated in any criminal wrongdoing just months after Heller started on the job.

234. After initially telling Joe and Ed Skiba they had to increase the numbers they were reporting of jerseys given to Inselberg, Heller began indicating to Joe and Ed Skiba they should keep the numbers low.

235. Heller told the Skibas that, in his opinion, they had been essentially stealing from their place of employment. But Heller said that there would not be any charges filed, and that they would handle the matter internally within the Giants organization.

236. Heller informed the Skibas that they would have to pay the Giants back “somehow” if they wanted to keep their jobs.

237. Heller repeatedly threatened the Skibas with “punishment” for having sold memorabilia to Inselberg, even though no policy had prevented them from doing so, and even though Wagner and his father before him had been engaged in similar memorabilia sales long before the Skibas ever started working for the Giants.

238. Specifically, Heller made the Skibas believe that they would be fired if they did not pay the Giants back somehow to reimburse the Giants for the full value of the items that they had sold. Heller told Joe and Ed Skiba that he wanted to help them avoid getting fired, or otherwise severely punished by Mara. Heller told the Skibas that, if Mara found out that they had sold too much memorabilia to Inselberg, they would probably be fired or, at the very least, forced to pay back much more money to the Giants.

239. Heller knew or reasonably should have known that his statements would have the effect of coercing the Skibas to falsely understate the amount of memorabilia that they sold to Inselberg.

240. According to Ed Skiba, when he told Heller that he was not sure how many jerseys he sold to Inselberg, Heller explicitly told the Skibas, “That’s for us to worry about. We’re going to put our heads together and figure out what we are telling them [the Government].”

241. On another occasion, Heller explained to Joe and Ed Skiba, “We’ll prepare you for the questions they’re going to ask you in front of the grand jury; just answer the way we want you to answer them, and then that’s it.”

242. On information and belief, Heller proceeded to report fictional numbers to both the Government and to Mara regarding the volume of jerseys the Skibas had sold to Inselberg.

243. According to Ed Skiba, at one point Mintz actually admitted that no policy existed that prevented them from selling Giants memorabilia to Inselberg. Nevertheless, Mintz said that he felt it was best when speaking with anyone outside the organization, including the Government, for the Skibas to claim simply that what they did was wrong, but that the Giants were not going to press any charges.

244. On or about March 22, 2011, Heller and Mintz met with Joe Skiba and, *inter alia*, sought to convince him that the Helmet Patents endeavor was a “sham” project, and that loans and payments made in connection with the endeavor were really payments for memorabilia. Though Joe Skiba initially resisted Heller’s mischaracterization, he eventually capitulated and agreed to say whatever Heller and Mintz wanted him to say, including that the arrangement was a “sham.”

245. During his meetings with Joe and Ed Skiba, Heller repeatedly suggested that Inselberg was actually guilty of fraud and warned the witnesses that failure to distance themselves

from Inselberg would result in their facing criminal charges as well. Heller explained that the only way to avoid facing charges themselves was to make sure that the Government's focus remained on Inselberg.

246. For example, according to Ed Skiba, Heller made the following specific misleading, intimidating, and manipulative statements to Joe and Ed Skiba:

a. "I don't mean to put a wedge between your guys' friendship, but if Inselberg goes out there and throws you guys under the bus, there is not much we can do about it."

b. "Inselberg is going to turn on you."

c. "Eric [Inselberg] is going to take you down. Eric is going to take you down."

d. Heller claimed Inselberg had told the FBI "everything," even though Inselberg had, in fact, declined to be interviewed.

247. Heller additionally instructed the Skibas that it was their responsibility to ensure that the Giants avoided adverse publicity associated with being the potential subject of the Government's investigation.

248. The Skibas believed that they would lose their jobs if they retained independent counsel. The result was that the witnesses relied solely upon the Giants' attorneys, even though there was a clear conflict of interest given Heller's assessment that the Skibas had committed crimes that damaged the Giants.

249. During the course of the Government's investigation of Inselberg, Heller spoke on several occasions with Inselberg's attorney. Heller made numerous statements to the effect that, insofar as he was participating in the Government's investigation, his primary concern was to

protect the Giants. On information and belief, it was this concern that motivated Heller to attempt to influence the witnesses' statements to the FBI.

250. Heller directed others within the Giants organization not to have any contact with Inselberg because, as Heller proclaimed, Inselberg was a fraudster who could not be trusted. In fact, all that Heller knew was that any continued association with Inselberg could damage the Giants' reputation. Heller threatened to fire people if they failed to follow his instruction to cut ties with Inselberg.

251. In or about August 2011, it appeared that the Government's investigation had come to an end, so Inselberg sought to re-establish his relationship with the Giants.

252. Inselberg found that his former contacts at the Giants, particularly the Skibas, were still unwilling or unable to talk with him. Based on his previous conversations with Ed Skiba, Inselberg knew that Heller had instructed Ed and Joe Skiba and others to cease communications with Inselberg.

253. To that end, Inselberg spoke with Heller on several occasions. For example, on September 12, 2011, he met with Heller in Heller's office and provided Heller with more documentation to prove that he had committed no wrongdoing. But the same documentation that helped demonstrate Inselberg's innocence also clearly demonstrated that Wagner, Ed Skiba and Joe Skiba had all lied to the FBI about their dealings with Inselberg, including, specifically, that the volume of memorabilia Inselberg purchased from the Skibas vastly exceeded the numbers reported by Heller to others.

254. When working directly with Heller did not yield any positive results, Inselberg's attorney, Jay Friedrich, got involved in speaking with Heller.

255. Heller repeatedly represented to Inselberg and his attorney that John Mara was making all decisions regarding Inselberg's relationship with the team. For example, on the morning of September 13, 2011, Heller sent an email to Inselberg, copying Friedrich, in which Heller indicated that he had attempted to talk with Mara, but that he was not in and would not be in that day, so it would take him time to respond to Inselberg's request to re-establish his relationship with the Giants.

256. According to an email sent on September 18, 2011 by Heller to Inselberg, copying Friedrich, Heller stated:

This weekend I concluded my review of the notes I took when we last met at length and the documents you gave me. When we get together after your next visit, I would like to spend a few minutes to be sure I have all of the issues and requests that need to be addressed. I will then meet again with John [Mara] to talk about how we bring this phase to a close and move on in a positive direction. At that point I think it makes sense for us to meet together with Jay [Friedrich].

257. On information and belief, Heller did not report this or disclose this evidence to the Government even after he learned that the Government's investigation in Inselberg was, in fact, still ongoing. On information and belief, Heller's failure to do so was a willful or negligent violation of the subpoena(s) issued by the grand jury, among other duties.

258. In a letter sent by email to Heller on September 28, 2011 as follow-up to a phone call, Inselberg's attorney wrote:

I extricated myself from discussions which you were having with Eric as I believed that the Giants had now taken the position that no matter what happens in Chicago [with the Government], they were going to pursue a resolution of the issues with Eric as it pertains to the exhibiting of his memorabilia and his relationship with the Giants.

It would appear, based on our discussion, that the Giants are again placing on hold these negotiations. I personally cannot accept that position.

As I stated to you, as a result of what the Giants did by prohibiting Eric access to the MetLife stadium and the Timex training facility, as well as

prohibiting [him] from communicating with the various friends he had in the Giant organization, sent out a message that in fact Eric may be culpable in selling fictitious, fraudulent memorabilia to the general public. Further it placed in question the memorabilia which he is permitting the Giants to use to exhibit to the general public....

I am enclosing an email pertaining to Manning Steiner, which Eric informs me he submitted to you for your review. Upon review of the Steiner advertisements on EBay in which it is attempting to auction off a “game used” worn Manning helmet, we both understand it is questionable. Apparently Eli Manning is not the only quarterback or other named player that may be submitting questionable memorabilia to Steiner to sell to the general public. It is my understanding that Eric submitted this information to you as a result of your comments as to the fact that the Giants are attempting to resolve this problem so it does not have an adverse effect on the New York Giants. I trust that you are communicating with Steiner to ensure that the questionable memorabilia is taken off the market.

I have not forwarded the enclosures to [the Government]. I have reviewed other similar EBay listing pertaining to other questionable memorabilia. As long as [the Government] does not specifically subpoena these records, Eric asked me not to disclose this information. It is further my understanding that you are communicating with J O Sports regarding their questionable transactions as well, which may have impact on the Giants reputation.

Enclosed with the letter was a copy of the email exchange between Inselberg and Joe Skiba from August 30 and 31, 2008, which is attached hereto as Exhibit H.

259. Heller responded to Friedrich’s letter on September 30, 2011, discounting Friedrich’s remarks regarding Manning’s fraudulent memorabilia as “threats” that he did not want to hear because they were counterproductive. Heller said:

As to what documents or information you have, and what you claim they demonstrate, it is up to you and Eric as to your legal obligations, if any, to provide information. We never have stood in the way of compliance with whatever you and Eric perceive to be his or your obligations.

260. Under the circumstances, Heller was obligated to investigate or report to the NFL, to Mara, and/or to the Government the strong evidence that crimes had been and were likely continuing to be committed by Giants employees.

261. On information and belief, Heller did not make any reasonably adequate attempt to investigate whether Manning and Joe Skiba had in fact created fraudulent memorabilia.

262. On information and belief, Heller failed to report the evidence against Manning to Mara, Mintz, the NFL, Steiner Sports, or the Government.

263. Shortly after receiving the letter from Friedrich, Heller contacted Inselberg directly and advised him that he should get a different attorney.

264. Heller accompanied the Skibas to Illinois for additional FBI interviews on October 24, 2011, followed by grand jury testimony the next day.

### **Perjury before the Grand Jury**

265. The only three fact witnesses called to testify before the grand jury that was investigating Inselberg were Defendants Barone, Ed Skiba, and Joe Skiba. All three witnesses committed perjury.

266. An investigating FBI Agent also testified before the grand jury, and his testimony was substantially based on false or misleading information provided by Defendants Heller, Barone, Wagner, and the Skibas. The false or misleading information was provided both directly by these Defendants, and indirectly through McCarter & English.

### *Barry Barone*

267. Barone testified before the grand jury on October 11, 2011. During the grand jury appearance, the Government once again sought information concerning any relationship between Barone and Inselberg pertaining to game-used jerseys. The following question and answer ensued:

Q: Okay. Did you have any reason to believe that Mr. Inselberg was involved in the buying and selling of game-used jerseys?

A: No, sir.

268. During the grand jury appearance, the Government also allowed Barone to review the previous FBI investigation reports page by page for purposes of making any corrections to the FBI agents' reports. In discussing page two of the initial report where the agent wrote that "INSELBERG did ask BARONE if he could get him game used GIANTS or JETS jerseys, but BARONE told him no," the following occurred:

Q: Okay. All right. And let me speed it up a little bit, do you have any more changes or alterations on that page?

A: Not on that page, no, sir.

269. Barone's grand jury testimony was materially and intentionally false, and thus constituted perjury. If the grand jury had been presented with anything close to the full scope of transactions Inselberg conducted with Barone and at Park Cleaners, the grand jury would have been extremely unlikely to indict Inselberg.

270. Barone perjured himself in order to protect the Giants from the FBI's scrutiny and negative media exposure, as well as to protect himself and his business, Park Cleaners. Barone did so with the knowledge and awareness that his actions would make it appear as though Inselberg was dishonest about where he obtained the majority of the memorabilia that he sold and would thus likely result in Inselberg's Indictment.

271. On information and belief, Barone's grand jury testimony included numerous additional false statements regarding his relationship with Inselberg and his involvement in the trade and distribution of sports memorabilia generally.

272. On information and belief, Barone confederated and conspired with the Giants and others to provide a consistent but materially false story to the grand jury.

273. On information and belief, Barone's perjury was suborned by Defendant Heller, directly through communications with Heller, indirectly through discussions with Wagner and/or the Skibas, or both.

274. On information and belief, Park Cleaners' ability to continue its lucrative relationship with the Giants was expressly or implicitly conditioned upon Barone providing false statements and testimony that was favorable to the Giants but detrimental to Inselberg, and upon ceasing any and all contact with Inselberg.

*Joe Skiba*

275. Joe Skiba testified before the grand jury on or about October 25, 2011. He lied to the grand jury by, among other things, dramatically understating the volume of memorabilia he provided to Inselberg in a typical year. For example, Joe Skiba testified as follows:

Q: Okay. At the time that it leveled out, and for however many years it was leveled out, approximately how many jerseys would you have sold to Mr. Inselberg in a year?

A: So if it was, so on a high end, if it was 22 starters, 25 players whatever, you know, give or take, one of each color, 50 jerseys, and maybe a little over 50 jerseys I would say, give or take like I said, he'd want the starters, you know, one of each color, then you know -

Q: And would that be for any 12 month period?

A: No, most of the time we dealt with him was kind of around the football season.

Q: Okay. And so, in terms of 50 or a few more, would that be the number that you sold throughout the course of the season?

A: Yeah, I mean, when I said cap, yeah, then it would be.

Q: All right. In addition to uniforms or equipment, did you sell anything else to him?

A: No.

276. Joe Skiba perjured himself to the grand jury and made false statements to the FBI as part of a concerted effort to minimize the amount of game worn jerseys and other memorabilia sold to Inselberg. For example, as recently as 2012, Inselberg was in possession of more than 150 game-worn jerseys obtained from the Skibas in 2007 alone, including approximately 28 jerseys obtained in one transaction from the inaugural London Game held at Wembley Stadium in 2007 between the New York Giants and the Miami Dolphins. Additionally, the Skiba brothers sold Inselberg more than 35 Giants red jerseys worn during the 2007 Giants-Cowboys home game.

277. Upon information and belief, Joe Skiba's grand jury testimony included numerous additional false statements regarding his involvement in the trade and distribution of sports memorabilia and his relationship with Inselberg, including lies about the nature of the Helmet Patent endeavor and the related line of credit by telling the grand jury that the moneys he received from Inselberg pursuant to the line of credit were payments for memorabilia instead.

278. Upon information and belief, Joe Skiba perjured himself and misled the grand jury based upon explicit or implicit instructions from the Giants' General Counsel, William Heller, Equipment Manager Ed Wagner, and others. Joe Skiba wanted to protect the Giants from the FBI's scrutiny and negative media exposure.

*Ed Skiba*

279. Ed Skiba testified before the grand jury on October 25, 2011. Like Barone and his brother, Ed Skiba also lied to the grand jury by, among other things, dramatically understating the volume of memorabilia he provided to Inselberg in a typical year. For example, during the grand jury appearance, the following questions and answers ensued:

Q: In 2007, approximately how many jerseys would you have transferred to Mr. Inselberg?

A: I mean, there would be games where he would maybe ask for like 12 jerseys after a game, but I mean, if a player took their jerseys then that number would go down. I mean, there would be games where he's only ask for four.

Q: Okay.

A: But, you know, I mean he would be like, depending on the availability, you know, can you get me these. Approximately, I mean, like I said, I never kept track, so I mean, I I could have a number, but.

Q: Would you say that there were very many years that it would have exceeded 50 jerseys?

A: Yes, yes.

Q: Okay. Would you say that there were very many years that it would have exceeded 75?

A: Maybe, I mean, but if you're going to put a guard on it, I would say maybe 50 to 75, I mean, that would probably be an average.

280. Upon information and belief, Ed Skiba's grand jury testimony included numerous additional false statements regarding his relationship with Inselberg and his involvement in the trade and distribution of sports memorabilia generally. Ed Skiba perjured himself and misled the grand jury based upon explicit or implicit instructions from the Giants' General Counsel, William Heller, Equipment Manager Ed Wagner, and others. Ed Skiba wanted to protect the Giants from the FBI's scrutiny and negative media exposure.

#### **THE WRONGFUL INDICTMENT**

##### **Inselberg Is Indicted By the Grand Jury Immediately After the Skibas Testify**

281. On October 25, 2011—over a year after it began investigating Inselberg but on the very same date that Joe and Ed Skiba testified—the grand jury seated in the Northern District of Illinois returned a criminal Indictment against Eric Inselberg, charging him with two counts of mail fraud. Specifically, the Indictment alleged that Inselberg misrepresented unused jerseys as game-worn or game-used in order to fraudulently obtain higher prices for the merchandise.

282. On the same date that Inselberg was indicted, five other sports memorabilia resellers were also charged with fraudulently doctoring jerseys to make them appear game-used and reselling them.

283. The Indictment's allegations against Inselberg were meritless. Inselberg always represented the nature of the items he offered for sale accurately and in full accordance with his knowledge and belief. He never intentionally misrepresented any items of memorabilia he sold.

284. The Giants' witnesses' obstructive statements and perjured testimony, however, misled the grand jury into believing that the Indictment's allegations were supported by probable cause. Thus the grand jury's Indictment of Inselberg was directly and proximately caused by the wrongful acts of the Defendants detailed above.

285. On September 4, 2012, the grand jury returned a superseding Indictment charging Inselberg with four counts of mail fraud. Had he been convicted, Inselberg would have faced a maximum of 80 years in a federal penitentiary. The basis for the claims was substantially the same as the original Indictment, and its allegations of criminal conduct were equally baseless.

286. Despite being well aware of the fact that Inselberg was represented by counsel, Heller attempted to speak directly with Inselberg on multiple occasions while he was under Indictment. The first such contact was initiated on or about September 11, 2012—days after the last of the five other indicted memorabilia resellers pleaded guilty, leaving Inselberg as the last man standing—when Heller called Inselberg's cell phone from the Giants' offices. On information and belief, this call was made for the primary purpose of attempting to learn whether any Giants' employees might be publicly implicated in connection with Inselberg's case, including whether Inselberg had disclosed the evidence of Manning's memorabilia fraud to the Government.

**The U.S. Attorney Dismisses the Indictment after Inselberg's Attorneys Prove the Giants' Witnesses Committed Perjury and Obstructed Justice**

287. On October 9, 2012, Inselberg's attorneys moved to dismiss the superseding Indictment. The motion to dismiss was based upon the Indictment being wrongfully procured in reliance upon the lies and perjury chronicled in this Complaint. In support of the motion, Inselberg's attorneys provided the prosecution with a massive amount of discovery, including thousands of color photos, which conclusively refuted the portions of the Giants' witnesses' grand jury testimony quoted above.

288. On February 15, 2013, the Government filed a brief in opposition to Inselberg's motion to dismiss. The brief primarily argued that Inselberg was not entitled to dismissal because he could not show prosecutorial misconduct, i.e. that the Government knew that grand jury witnesses were lying. The Government did not take a position on whether perjury had occurred, however, stating in a footnote: "At this time, the government is not persuaded that perjury occurred before the grand jury. Nevertheless, the government takes the defendant's allegations seriously and continues to analyze them."

289. On information and belief, the government conducted a thorough analysis of the documents that Inselberg produced and determined that the Giants' witnesses had lied.

290. On April 18, 2013, the Government filed a two-sentence motion to dismiss the case and all charges against Inselberg.

291. Before ruling on the unexplained motion, the Court wanted to understand what was happening. On May 2, 2013, the Assistant U.S. Attorney for the Northern District of Illinois in charge of the case walked into the federal courthouse in Rockford, Illinois, and requested the dismissal of the Indictment against Inselberg. The Court inquired whether the dismissal was because Inselberg was going to be prosecuted someplace else. The prosecutor responded, "No,

Your Honor. It's a dismissal, complete dismissal. I can tell the court that the U.S. Attorney's Office reevaluated the strength of the case in light of some new facts that were pointed out to us by defense counsel, and we determined that the prosecution was no longer appropriate." The transcript of the dismissal proceedings is attached hereto as Exhibit P.

### **Common Law Grand Jury Witness Immunity**

292. Under the common law, witnesses who personally testified before the grand jury are protected by absolute immunity with respect to their testimony and the preparation for that testimony with the prosecutor.

293. Accordingly, for the avoidance of doubt, the common law counts of this Complaint (except for malicious prosecution) do **not** assert liability against Defendants Joe Skiba, Ed Skiba, and Barone based on their grand jury testimony.

294. None of the other Defendants testified before the grand jury, and therefore they are not entitled to any immunity for their wrongful acts.

295. Moreover, the mere fact that Defendants Joe Skiba, Ed Skiba, and Barone ultimately testified before the grand jury does not retroactively immunize their former acts of obstruction of justice, such as lying to the FBI months before they were subpoenaed to testify.

296. The general principle that grand jury proceedings are secret has already been abrogated, because the transcripts of each fact witness's grand jury testimony has been provided to Inselberg and his criminal defense counsel, and portions of those transcripts were made public via Inselberg's motion to dismiss the Indictment.

297. As a result of a protective order in the criminal case, Inselberg and his attorneys may not disclose the non-public contents of the grand jury transcripts, along with other discovery documents that Inselberg received that further support his causes of action here. That protective order can be modified by motion to the federal district court.

**GIANTS MEMORABILIA FRAUD HAS BRAZENLY CONTINUED**

**Counterfeit Game-Used Super Bowl XLVI Helmet and Backup**

298. In or about March 2012, after the Giants won their second Super Bowl with Manning at starting quarterback, Manning gave two helmets to Steiner Sports: one he claimed was the helmet he actually wore during Super Bowl XLVI, while the other he said he wore during the season and served as his backup helmet during the Super Bowl.

299. On March 29, 2012, JJ Molesso, a Steiner Sports account executive, emailed Inselberg with the following advertisement:

ELI MANNING SUPER BOWL XLVI MVP GAME USED HELMET  
Respect this Piece. One of a kind Gem  
Two time SB MVP, Greatest QB in NY History  
Helmet is signed and Inscribed SB XLVI MVP, NYG 21 NE 17, SB XLVI MVP  
Price \$46,205.12  
Helmet will come with Letter Signed By Eli that he used this during the SB.  
Letter will be signed during next signing

The email advertisement included as attachments two pictures of the helmet that was being advertised as for sale.

300. The same or substantially similar advertisements were sent to numerous other customers of Steiner Sports at or about the same time.

301. Copies of this email communication and others between Inselberg and Steiner Sports, along with the attached pictures of the item for sale, are attached hereto as Exhibit Q.

302. In subsequent messages, Steiner Sports offered Inselberg the opportunity to purchase the backup helmet from the Super Bowl, at a suggested price of around \$12,000.00.

Molesso stated that Manning was going to write a letter for that helmet, “I wore this helmet during the regular season.”

303. Even after being indicted, Inselberg remained a Giants fan and die-hard collector of game-used memorabilia. Because he owned the real Super Bowl XLII helmet, Inselberg very much wanted a matching helmet for Super Bowl XLVI. Since Inselberg no longer had his inside connection to the equipment staff, and Inselberg was financially challenged at the time as a result of his criminal defense costs, Inselberg could not afford to buy the helmet purportedly worn by Manning during Super Bowl XLVI.

304. Given the scrutiny that had been placed on the Giants by the Government, and the fact that Inselberg and his attorney had clearly presented the issue to Heller, Inselberg thought it inconceivable that Manning and Skiba would have continued creating fraudulent memorabilia.

305. Inselberg nevertheless asked Molesso several questions to help ascertain its authenticity. Based on the responses and the promised indicia of authenticity, combined with his belief that Skiba would not still be committing fraud in light of what happened, Inselberg purchased the supposed backup Super Bowl XLVI helmet from Steiner Sports for approximately \$11,500.00.

306. On March 30, 2012, an unknown collector purchased the supposedly game-worn Super Bowl XLVI helmet from Steiner Sports for \$45,000.00.

307. On April 2, 2012, Steiner Sports shipped the supposed backup helmet via UPS to Inselberg’s residence in West New York, New Jersey.

308. Inselberg received the supposed backup helmet on April 5, 2012. The helmet came with Steiner’s tamper-proof hologram sticker on the helmet, and with Manning’s signature and “2011 Game Used” inscription on the helmet.

309. Subsequently, Steiner Sports sent Inselberg a letter of authenticity signed by Manning personally. A copy of Manning's letter is attached hereto as Exhibit R.

310. Based on a comparison between photographs of Eli Manning's helmet during Super Bowl XLVI and photographs of the helmets sold by Steiner Sports, it is evident that neither helmet is consistent with the build of the helmet that Manning actually wore during the Super Bowl, or with any helmet worn by Manning during the entire 2011-12 season. This finding has been confirmed by a third-party expert in photomatching.

311. Specifically, the back base of both helmets sold by Steiner Sports had two large screw holes (one empty and one with a screw in it), while the helmets actually worn by Manning only had one large screw hole with a screw in it. Other markings on the helmets, including sticker placement positions, also fail to match-up with actual game photos of Manning's helmets.

312. A photograph of the helmet Manning wore during Super Bowl XLVI posted by Pat Hanlon on Twitter and Instagram alongside a photograph of a New England Patriots jersey is attached hereto as Exhibit S.

313. A photographic comparison between the helmet purchased and a photo of Manning's helmet worn during the Super Bowl is attached hereto as Exhibit T.

314. On information and belief, both fake helmets were created by Joe Skiba, once again at the direction of Manning so that he could appear to fulfill his contractual obligation to Steiner Sports while keeping some of his Super Bowl season memorabilia for himself.

315. On information and belief, Steiner Sports has spoliated evidence relevant to these transactions. This belief is based on a February 12, 2014 conversation between Inselberg's counsel and Brandon Steiner, CEO and founder of Steiner Sports. During a sixteen minute conversation, Mr. Steiner forcefully asserted that, after a thorough search of their records, he was certain that the

Super Bowl XLVI helmet “was not an item that [Steiner Sports] sold.” On information and belief, Steiner was unaware at the time he made this statement that Inselberg was in possession of emails supporting his claim that had not at that time been made public.

### **Fraudulent Items Sold by NFL Auction**

316. The NFL, in partnership with its teams, including Giants, Inc., operates a website called NFL Auction at [www.nflauction.nfl.com](http://www.nflauction.nfl.com) for purposes of auctioning football memorabilia, including game-used equipment and jerseys.

317. On November 14, 2014, Inselberg placed a series of bids on a purportedly game-worn Odell Beckham jersey on NFL Auction.

318. Based on the photographs included in the listing, Inselberg was able to determine that it was not in fact a game-used jersey. Inselberg had bid on the item not for part of his collection, but for the purpose of obtaining evidence that memorabilia fraud was ongoing within the New York Giants football program.

319. A few days after Inselberg became the high bidder, the item mysteriously closed for bidding, and subsequently disappeared from the NFL Auction website entirely, with all traces of it erased. The only evidence that it was ever on the website are the emails confirming Inselberg’s bids and a screen capture taken by Inselberg.

320. In addition, a friend of Inselberg’s and fellow collector has reported that he purchased a supposedly game-worn 2012 Victor Cruz jersey on NFL Auction, only to find that it could not be photomatched. When he alerted NFL Auction to the problem, he was promptly offered a refund in exchange for returning the jersey, which he accepted.

321. These recent incidents, among others, indicate that counterfeit game-used Giants memorabilia continues to be serious, ongoing problem. Given that the items are listed on the

NFL's official auction site no less, it is virtually certain that the persons and entities responsible for the wrongdoing are within the Giants football program.

#### **ACTUAL DAMAGES**

##### **Inselberg**

322. While Inselberg is no longer facing the terrifying prospect of going to prison as an innocent man, the irreparable damage to his livelihood and his reputation continues to this day, as does the severe psychological trauma of having had his life turned upside-down.

323. The public Indictment of Inselberg caused immediate, severe damage to Inselberg's reputation, both personally and professionally. It has caused Inselberg to lose numerous preexisting personal and business relationships, and it has frequently prevented Inselberg from forming new relationships.

324. Prior to the wrongful Indictment, Inselberg had a thriving business focused on the collection and sale of sports memorabilia, which had an average yearly gross of approximately \$500,000. The wrongful Indictment brought on by the Defendants' misconduct destroyed the most important asset of that business: Inselberg's credibility. Aside from a handful of collectors who were close friends with Inselberg, nobody would deal with Inselberg based upon the perception emanating from the Indictment that he was a fraud. Thus as result of the Giants' misconduct, Inselberg's profitable sports memorabilia business, a labor of love, was annihilated.

325. To help finance his defense, Inselberg was required to engage in, among other things, a fire-sale of memorabilia that had taken him years to acquire. The memorabilia had a significantly higher market value than what Inselberg was able to realize under such a tight timeframe and in light of his severely tarnished reputation.

326. The financial and psychological pressures of combating the wrongful Indictment caused a ripple effect throughout all of Inselberg's entrepreneurial endeavors. In addition to

having his reputation severely tarnished, Inselberg was unable to focus on work and was in a constant state of agitation, causing him to be ineffective as a business partner. Inselberg was unable to devote financial resources into his business ventures because he needed to fund his legal defense and hopefully preserve his freedom. The result was a complete loss of Inselberg's businesses.

327. Inselberg's burgeoning business based on his Marketing Patents slowly but surely disintegrated because of the fall-out from the Indictment. Potential counterparties refused to do business with him and his partners, and his own IP lawyers eventually terminated the representation as a direct result of Inselberg's Indictment. The death knell came when Inselberg Interactive was forced to default on the Interactive Loan and relinquish ownership of the patents, as described above. If Inselberg had not been indicted, none of these losses would have occurred.

328. In addition to lost ownership and royalties from the Marketing Patents, Inselberg has suffered further damages as the Giants have misappropriated Inselberg's patent concepts and integrated them into their wireless platforms without compensating Inselberg.

329. Subject to expert valuation, Inselberg's losses with regard to the patents are at least \$10 million—the low-end of the price ranged offered by a third party (and rejected) prior to Inselberg's Indictment—and are likely significantly more. The Defendants are liable for the entire amount of these losses, since Inselberg's inability to exploit the patents' fair value and his default on the Interactive Loan were the direct and proximate results of the Defendants' misconduct.

330. Inselberg's substantial investment of time and money (approximately \$200,000) in developing and testing the Helmet Patents has been irretrievably lost as a direct result of Heller's instructions to Joe Skiba to stop doing business with Inselberg. Further, Inselberg loaned the

Skibas over \$60,000, but neither the principal nor the interest have been paid, and likely will never be paid, as a direct result of the Giants' interference with the development of the Helmet Patents.

331. Inselberg has further economic damages in the form of a reasonable *quantum meruit* commission for his services facilitating an extremely lucrative deal between the Giants and JPMorgan Chase. Despite receiving the benefit of Inselberg's services in putting the parties together, the Giants never compensated Inselberg, as promised by the Giants and as is customary in such transactions.

332. Inselberg has also been damaged as a direct and proximate result of Eli Manning's sales of fraudulent memorabilia. Inselberg acquired an item that Manning represented as his backup helmet from Super Bowl XLVI, but which Inselberg has since learned to be a fake. Additionally, Inselberg acquired several real pieces of Manning memorabilia from the Skibas over the years, including a 2004 rookie helmet and the helmet Manning wore during Super Bowl XLII. Even though Inselberg legitimately acquired the real helmets, the Giants nevertheless created or caused the creation of fake helmets, which have been distributed with the Giants' assertions of authenticity to back them up. Such fake items have caused and continued to cause damage to Inselberg by diminishing the value of Inselberg's authentic Manning memorabilia, especially the real Manning Super Bowl XLII helmet, and by undermining his credibility as an honest collector with regard to these items.

333. The financial and psychological damage caused by the Defendants began even before the Indictment was issued, when the Giants' witnesses lied to the FBI. Those lies gave the Government's investigation of Inselberg false traction, and thus kept it going long past the point when it should have been terminated. Furthermore, the mental distress caused by the unwarranted

continuation of the FBI's investigation became significantly worse when he learned about the false statements that were being given to the FBI at the direction of Heller and others.

334. Although the Indictment was ultimately dismissed, it was not before Inselberg incurred over \$700,000 in legal defense fees and costs. Moreover, Inselberg's reputation has only modestly improved since the Indictment's dismissal. For instance, media reports covering the dismissal continued to suggest that Inselberg was a fraudster. Inselberg's once-stellar reputation as a memorabilia collector and businessman has been irretrievably taken away from him.

335. The trauma from the nightmarish experience of being wrongfully and maliciously prosecuted has so adversely affected Inselberg's health, economic livelihood, personal life, and mental/emotional well-being, that Inselberg can no longer function as the person that he was prior to this ordeal. Inselberg has lost virtually everything that he has worked for, and has watched his aspirations dissolve—even the dismissal of the Indictment has failed to resurrect them.

336. As a direct and proximate result of the Giants' misconduct, Inselberg has suffered an extreme level of emotional distress. Prior to 2011, Inselberg had never sought the services of a mental health professional. Since the wrongful Indictment, however, Inselberg has received ongoing treatment and counseling in an effort to cope with the destruction of his life. He has been diagnosed with post-traumatic stress disorder, panic disorder with agoraphobia, and major depressive disorder. His depression is so acute, that he has had periodic suicidal thoughts that have gone beyond mere ideation. He has gone so far as to plan his own demise, including once even after the Indictment was dismissed.

337. Inselberg has suffered and continues to suffer undeserved indignities in his daily life as a result of the wrongful Indictment. For example, despite the fact that he had an ongoing

banking relationship with Chase Bank at its highest levels, the Indictment resulted in Chase abruptly closing Inselberg's accounts and canceling his credit cards.

338. Inselberg had begun volunteering as a mentor with inner-city schoolchildren in or about 2009, but he stopped participating while facing the pressures of the Government's investigation and prosecution. After dismissal of the Indictment, Inselberg attempted to return to volunteering along with his friend and business partner Bill Ard. This volunteerism proved very rewarding for Inselberg while providing a positive outlet and relatively effective coping mechanism for the post-traumatic stress he continued to face. But even that outlet has been incapacitated by the lingering stigma of the wrongful Indictment. In or about October 2013, the teacher gave the kids an assignment to do a Google search on their volunteer mentors, including Inselberg. Not wanting the kids to see news of the Indictment, and not wanting to have to explain to the kids that he is not a criminal, Inselberg substantially diminished his participation in the program instead. The charitable program that was once an opportunity to feel relief and a much-needed sense of purpose became a source of fear and embarrassment—debilitating feelings which have plagued him every single day for more than two years.

#### **Godown and Jakab**

339. In the summer of 2012, after returning from a tour of duty abroad, Godown began to get involved in the hobby of collecting game-used memorabilia. Because Eli Manning was his favorite player, he decided that his first major purchase would be an Eli Manning item.

340. On or about August 10, 2012, M.A. sold the fake Manning helmet he had acquired from Steiner Sports via R.B. (detailed above), and had autographed by Manning personally, on EBay to Plaintiff Sean Godown for \$5,000.00.

341. Godown purchased the helmet in part because he believed the helmet had been put together and finished in the Giants' facilities with the State of New Jersey.

342. The short description of the item as listed on EBay was: “ELI MANNING AUTO WITH INSCRIPTION ‘GAME USED’ WORN 07-08 HELMET STEINER.”

343. As Godown got more deeply involved in collecting, Godown learned about photomatching, and he decided to attempt to photomatch his game-used items.

344. Despite going through photos from every game during the 2007-08 season, Godown was unable to photomatch the Manning-signed helmet sold by Steiner Sports.

345. In or about the fall of 2013, Godown discussed the helmet with Jakab, whom Godown knew from an online forum for game-used memorabilia collectors. Godown mentioned to Jakab that he had been unable to find a photomatch, and that he was very disappointed with the purchase. Godown wanted to know if Jakab would be interested in purchasing it.

346. Jakab desired the helmet despite Godown’s inability to find a photomatch because he knew that the helmet originated from Steiner Sports, bore the tamper-proof “Steiner Seal” hologram, came with multiple Certificates of Authenticity, and was personally signed and inscribed by Eli Manning himself as “game used.”

347. To Jakab’s knowledge, Godown had no prior experience attempting to photomatch memorabilia. Jakab believed that he would be able to find a photomatch based on his years of experience in photomatching each game-used item in his extensive personal collection, combined with his belief that an item must have been real if it came with so many indicia of authenticity, as described above.

348. Nevertheless, because Jakab knew that Godown had attempted and failed to photomatch the helmet, Jakab was able to negotiate for a lower price than Godown had paid to purchase the helmet.

349. On or about December 16, 2013, Godown sent Jakab a PayPal invoice for payment of \$4,300.00, including a note stating:

This payment is for the Eli Manning Game Used, signed and inscribed "Game Used 2007-08 Superbowl Season" helmet. It includes a shipping receipt from Steiner to original owner as well as a COA card for the helmet, signature x2, and inscription.

350. On or about December 28, 2013, Jakab sent a payment of \$4,300.00 to Godown, purchasing the helmet in reliance upon the representations by Eli Manning and Steiner Sports that the helmet was an authentic Manning game-used helmet from the 2007-08 season.

351. Jakab purchased the helmet in part because he believed the helmet had been put together and finished in the Giants' facilities with the State of New Jersey.

352. In the weeks that followed receipt of the helmet, Jakab spent countless hours trying to find a photomatch for it. He not only examined every game from the 2007-08 season, but also every game from the season before and the season after.

353. After the failed attempt to photomatch the helmet, Jakab noticed another problem with it: it was missing the swatches of Velcro that are supposed to be next to the earholes on all quarterback helmets.

354. The purpose of Velcro swatches inside quarterback helmets is to hold in place the radio receiver equipment that quarterbacks use to receive instructions from the sidelines.

355. The Velcro swatches are secured in place by strong adhesive material to ensure that the equipment remains in the helmet securely.

356. Jakab subsequently applied a black light to determine whether any remnants of adhesive material existed where the Velcro swatches were supposed to have been. There was no evidence that any adhesive material had ever been in place there.

357. The absence of such Velcro or evidence of such Velcro meant that the helmet Steiner Sports had sold had never been used in a game by Manning.

358. Subsequently, Jakab learned about the original Complaint in this case, and in particular was affected by the email exchange between Joe Skiba and Inselberg in which it was admitted that Manning had provided Steiner Sports with fake helmets from the 2007-08 season—helmets just like the one that Jakab then had in his possession.

359. Because the helmet Steiner Sports sold as game-used was not game-used, it was actually worthless to collectors of game-used memorabilia such as Jakab. Accordingly, Jakab has suffered a loss of \$4,300.00—the full purchase price paid for the fraudulent merchandise.

360. A non-game-used replica 2007-08 Manning helmet signed by Eli Manning is estimated to be worth approximately \$600 if sold on the open market.

361. To the extent that Jakab was required to attempt to sell the item to mitigate his losses, he has suffered a loss in the amount of \$3,700.00—the difference between the purchase price based on the misrepresentations and the fair market value based on the true nature of the merchandise.

362. Godown suffered a clear pecuniary loss of \$700.00, the difference between his purchase price and the sale price after discovering the helmet could not be photomatched.

363. Godown and Jakab also suffered damages in the form of frustration and time wasted attempting to photomatch the helmet.

364. Game-used equipment sold by Steiner Sports, including the helmet purchased by Godown and Jakab, was not covered by any express warranty of any kind.

365. In connection with Jakab's previously filed Special Civil Part action, the defendants in that case, including Steiner Sports, asserted that the fake helmet was covered by a "warranty"

because the certificates of authenticity all stated that the signature, if any, on Steiner Sports memorabilia was unconditionally guaranteed.

366. In November 2014, Jakab, through his attorney, inquired with the lawyer for Steiner Sports as to whether it was possible to obtain an actual 2007 game-used Manning helmet, as the helmet he purchased had been represented by Steiner Sports to be, and, if not, what other sorts of supposed “warranty” protections were provided. In response, Steiner Sports offered merely to take the helmet back in exchange for a refund of his purchase price of \$4,300. Jakab declined the offer and decided to continue to pursue his claims here because, as a victim of fraud, it is not sufficient to simply offer him his money back and pretend like serious wrongdoing never occurred.

**COUNT ONE: NEW JERSEY CIVIL RICO (*N.J.S.A. 2C:41-1 ET SEQ*)**

**(Plaintiffs against Defendants Giants, Inc., Heller, Hanlon, Manning, Wagner, Joe Skiba, Ed Skiba, Barone, Park Cleaners, PWL, and John Does A-Z)**

367. Plaintiffs incorporate the allegations of the preceding paragraphs as though fully set forth herein.

368. New Jersey’s Legislature enacted its own set of RICO laws with the laudable goal to “prevent, disrupt and eliminate the infiltration of organized crime type activities which are substantial in nature into the legitimate trade or commerce of this State.” *N.J.S.A. 2C:41-1.1(c)*.

369. Defendants violated the New Jersey Civil RICO statute by conducting (and conspiring amongst themselves and others to commit) a pattern of racketeering activity in violation of *N.J.S.A. 2C:41-2(c)* and *-2(d)*.

**The Enterprises**

370. The New Jersey RICO statute at *N.J.S.A. 2C:41-1(c)* defines an “enterprise” to include “any individual, sole proprietorship, partnership, corporation, business or charitable trust, association, or other legal entity, any union or group of individuals associated in fact although not

a legal entity, and it includes illicit as well as licit enterprises and governmental as well as other entities.”

### *The NYG Enterprise*

371. The New York Giants football program is an association in-fact meeting the statutory definition of a RICO enterprise. This “NYG Enterprise” is composed of several principal business entities involved in the management and coordination of its activities and property (including, *inter alios*, Defendant New York Football Giants, Inc., National Football League, Inc., Meadowlands Stadium Company, LLC, Giants Stadium, LLC, and Giants Training Facility, LLC), regularly-contracted corporate vendors who have consistently provided goods and services for many years (such as, *inter alios*, Defendant Park Cleaners), and individuals who work for and with these business entities (including, *inter alios*, Defendants Mara, Heller, Manning, Wagner, Joe Skiba, Ed Skiba, Procops, Hanlon and Barone). Numerous other unnamed non-parties are likewise members of the NYG Enterprise.

372. The NYG Enterprise began in 1925 when the team was first formed as a member of the National Football League. It predates the existence of New York Football Giants, Inc. by four years, as that entity was not formed until 1929 under its original name, New York National Football League Company, Inc.

373. The NYG Enterprise is engaged in numerous activities that affect trade or commerce, all of which relate to the operation of a professional football team, the New York Giants. These activities include, *inter alia*, the hosting of football games at the MetLife Stadium in New Jersey, as well as the creation, purchase, modification, and sale of uniforms and equipment.

374. The members of the NYG Enterprise played specific and well-defined roles in the process of enabling the Giants football team to generate revenue both through its competition in the NFL and its sale and licensing of football-related merchandise bearing the Giants brand.

375. The members of the NYG Enterprise shared the common purpose of obtaining pecuniary gain, including money, in connection with the operation of the Giants football team, and therefore had a shared interest in promoting the brand and public image of the Giants football team, including individual players, as well as in protecting the Giants football team's and players' reputations against potential harm.

376. Part of the NYG Enterprise entails the trade, distribution, and display of the Giants' game-used sports memorabilia, which is an important part of promoting the team's image and brand with its fans and with the general public. The Giants' equipment staff (Wagner and the Skibas) engaged in these activities both directly, for personal profit as a side-benefit of their positions within the NYG Enterprise, and indirectly, by helping players sell and distribute their own game-used items. Many of the team's players (including Manning) have sold items of memorabilia through outside companies, such as Steiner Sports, for personal profit as a side-benefit of being members of the team. From time to time, members of the Giants' front office (including Heller and Vice-President of Communications Pat Hanlon) also participated in the distribution and display of game-used Giants memorabilia in order to promote the Giants' brand and public image.

377. Thus, the NYG Enterprise is a "licit enterprise" within the meaning of *N.J.S.A.* 2C:41-1(c).

#### *The Manning Memorabilia Enterprise*

378. In addition, an overlapping association in-fact composed of multiple members of the NYG Enterprise and others exists for the purpose of manufacturing, distributing, selling, and profiting from the sale of Eli Manning memorabilia (the "Manning Memorabilia Enterprise").

379. The Manning Memorabilia Enterprise is composed of Manning (the star athlete who signs and, in some cases, wears the memorabilia), Joe Skiba (the equipment handler), Giants, Inc. (the original purchaser of the memorabilia and trademark owner), PWL (Manning's intermediary corporation), Steiner Sports (the authenticator, marketer, and distributor), and Heller (the lawyer).

380. The Manning Memorabilia Enterprise is likewise engaged in activities that affect trade or commerce. These activities include, *inter alia*, the creation, distribution, and sale of uniforms and equipment signed by or otherwise associated with Manning personally, such as by use in practices or games.

381. As already described herein, the members of the Manning Memorabilia Enterprise played specific and well-defined roles in creating and obtaining Manning-related (and purportedly Manning-related) uniforms and equipment for distribution and sale to Giants fans and sports memorabilia collectors.

382. The Manning Memorabilia Enterprise existed to serve its members' common purpose of obtaining pecuniary gain, including money, in connection with the creation, distribution, and sale of Manning-related uniforms and equipment.

#### **Defendants' Violations of the New Jersey RICO Statute**

383. Defendants did conduct or participate, directly or indirectly, in the conduct of the NYG Enterprise's affairs and the Manning Memorabilia Enterprise's affairs through the pattern of racketeering activity detailed herein, in violation of *N.J.S.A. 2C:41-2(c)*.

384. Defendants did conspire and agree with one another to conduct or participate, directly or indirectly, in the conduct of certain of the NYG Enterprise's affairs and the Manning Memorabilia Enterprise's affairs through a pattern of racketeering activity in violation of *N.J.S.A.*

2C:41-2(d). In furtherance of that conspiracy, Defendants committed overt acts that include but are not limited to the incidents of racketeering activity alleged herein.

385. The acts commenced by Defendants while participating in the affairs of the NYG Enterprise and the Manning Memorabilia Enterprise, were done by them individually, collectively, and on behalf of their principals and/or through their agents, either while present in, or by the instrumentalities of intrastate and/or interstate commerce to and from and within the State of New Jersey, and elsewhere.

### **The Pattern of Racketeering Activity**

386. The Defendants are responsible for committing two or more separate and distinct criminal acts, which fall within the definition of racketeering activity, and which collectively constitute a pattern of racketeering activity, lasting from at least 2001 through 2013.

387. The Defendants' incidents of racketeering activity included the fraudulent practices of creating, distributing, and selling fraudulent memorabilia, as well as making or causing others to make false statements in an effort to cover up those acts, as alleged in detail above. *N.J.S.A.* 2C:41-1(a)(1)(o). Defendants so acted with knowledge and intent, and/or were willfully blind to or deliberately ignorant of the fraudulent nature of the memorabilia they were distributing.

388. Defendants Manning, Wagner and others perpetrated theft by deception in violation of *N.J.S.A.* 2C:20-4, by creating and/or reinforcing materially false impressions about the prior use of helmets, jerseys, and other items of memorabilia that they were seeking to sell, and then failing to correct those materially false impressions, as alleged in detail above.

389. Defendants also engaged in racketeering activity under 18 U.S.C. § 1961(1)(B) as applicable through *N.J.S.A.* 2C:41-1(2), by committing acts of mail fraud (18 U.S.C. § 1341), wire fraud (18 U.S.C. § 1343), obstruction of justice (18 U.S.C. § 1503), and witness tampering (18 U.S.C. § 1512).

390. As alleged in detail above, the Defendants, in violation of 18 U.S.C. § 1341 and 18 U.S.C. § 1343, willfully and knowingly devised schemes or artifices: to defraud Plaintiffs and others; to obtain money or property by means of false pretenses and representations; and to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use counterfeit or spurious articles. For the purpose of executing their schemes or artifices, the Defendants did send and receive matters or things, or caused matters or things to be sent or received, through the mails (including private or commercial interstate carriers), and they did transmit, or caused to be transmitted, writings, signs, signals, pictures, and/or sounds by means of wire, radio, television and internet communications in interstate commerce.

391. The Defendants did knowingly and corruptly influence, obstruct, and impede, and endeavor to influence, obstruct and impede, the due administration of justice, namely the Government investigation of sports memorabilia fraud and related grand jury proceedings in the Northern District of Illinois, by misleading and deceiving FBI agents, prosecutors, and the grand jury, as alleged in detail above, in violation of 18 U.S.C. § 1503.

392. As alleged in detail above, Defendants Heller, Wagner, and the New York Football Giants did knowingly intimidate, threaten, and corruptly persuade witnesses (Joe Skiba, Ed Skiba, and Barry Barone), or attempted to do so, and did engage in misleading conduct toward those witnesses and others, with the intent to: (a) influence the witnesses' testimony before an official proceeding, and (b) hinder, delay, or prevent the communication to a law enforcement officer of the United States of information relating to the commission or possible commission of a federal offense, in violation 18 U.S.C. § 1512(b). The Defendants also violated 18 U.S.C. § 1512(c) by corruptly obstructing, influencing, and impeding an official proceeding.

393. Alternatively with respect to Defendant Heller, to the extent that Heller did not actually know that he was providing or causing others to provide false and materially misleading information to the Government, or that he was encouraging and suborning the commission of perjury and obstruction of justice by others, Heller purposefully ignored clear red flags and was therefore guilty of the foregoing crimes because he consciously avoided obtaining actual knowledge.

394. The foregoing incidents of racketeering activity had, among other things, the same or similar intents, results, victims, and methods of commission. The acts of memorabilia fraud set forth above were done for purposes of direct or indirect monetary gain through deception of memorabilia collectors and the Giants' fans. The foregoing acts of obstruction, witness tampering, and false statements

395. To the extent that certain of the Defendants did not directly perpetrate certain incidents of racketeering as principals, those Defendants aided and abetted the incidents of racketeering with the specific intent to help the crimes succeed.

396. Defendants Giants, Inc. and Park Cleaners, Inc. are also liable for the racketeering of their respective principals, agents, and employees under the doctrine of *respondeat superior* in that many of the racketeering incidents were carried out for the benefit of these corporations and their participation in the affairs of the NYG Enterprise, and these corporations did in fact benefit from their principals', agents', and employees' racketeering activities.

### **Standing and Proximate Cause**

397. The Defendants' pattern of racketeering activity directly damaged Plaintiffs in that Defendants' conduct was the cause-in-fact of Plaintiffs' actual damages described above, as well as the legal and proximate cause.

398. Inselberg, Jakab and Godown have standing to bring this claim based on the above-detailed allegations of damages caused by the pattern of racketeering activity.

399. In addition to the damages described above, the Defendants' schemes to defraud and incidents of fraudulent practices relating to the New York Giants' game-worn memorabilia damaged Inselberg in his business and property because he was engaged in the buying and selling of sports memorabilia, especially the New York Giants' game-worn memorabilia. Defendants' practice of conjuring fake memorabilia gave them an unfair competitive advantage over Inselberg, who was limited to dealing in real items. Defendants' flooding the market with false memorabilia also substantially stripped away the value of the real memorabilia that Inselberg had acquired, particularly when it came to Manning's memorabilia because, unlike the items Inselberg acquired, the fake items being sold were accompanied by Eli Manning's assertions of authenticity.

400. By reason of the foregoing, the Defendants and each of them, singly and in concert, directly and indirectly, are liable for engaging in prohibited activities under New Jersey's RICO statute, *N.J.S.A. 2C:41-2(a), (b), (c), and (d)*. These violations have damaged Plaintiff as described above, and he is entitled to the legal and equitable relief requested below, including recovery of three times the actual damages he has sustained pursuant to *N.J.S.A. 2C:41-4(c)*.

## **COUNT TWO: MALICIOUS PROSECUTION**

### **(Plaintiff Inselberg against Defendants Heller, Wagner, Joe Skiba, Ed Skiba, Barone and John Does A-Z)**

401. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

402. The malicious prosecution of Inselberg began when the government decided to seek an indictment, or at the latest, when he was indicted by a federal grand jury on October 25, 2011.

403. Although Defendants may not have instigated the Government's prior investigation of Inselberg, by engaging in the course of conduct described above, in particular lying to and misleading the Government, Defendants perpetuated the Government's investigation, and the Government's eventual decision to seek an Indictment by calling Defendants Barone, Ed Skiba and Joe Skiba to testify before the grand jury. Thus, Defendants instituted the criminal prosecution against Inselberg by causing Inselberg to be indicted by the grand jury as a direct and proximate result of their conduct and testimony.

404. Defendants' conduct was actuated by malice, insofar as the Defendants sought to implicate Inselberg in wrongdoing in order to avoid prosecution and termination for their own misconduct, without any valid justification or excuse.

405. There was an absence of probable cause to support Inselberg's Indictment—at least once it became evident that the evidence offered by Defendants against Inselberg was false.

406. The criminal prosecution against Inselberg was terminated in Inselberg's favor.

407. As a direct, proximate and foreseeable result of the Defendants' conduct, Inselberg has suffered significant damages, including a special grievance consisting of an interference with his liberty and property beyond the ordinary expenses of his criminal defense.

### **COUNT THREE: TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

#### **(Plaintiffs Inselberg and Interactive, LLC against all Defendants)**

408. Plaintiffs incorporates the allegations of the preceding paragraphs as though fully set forth herein.

409. Defendants have individually and collectively tortiously interfered with Inselberg's prospective economic advantage.

410. Plaintiff Inselberg had the right to pursue his calling, occupation, and business endeavors and relationships, described in detail above, free from undue influence and molestation, which created a protectable interest of prospective economic advantage on the part of Inselberg.

411. By wrongfully implicating Inselberg in criminal conduct and engaging in other misconduct described above, Defendants knowingly and intentionally interfered with Plaintiff's rights to and reasonable expectations of economic advantage.

412. There was plainly no valid excuse or legally-permissible justification for Defendants' malfeasance, thus demonstrating malice.

413. But for Defendants' tortious interference with Plaintiff's calling, occupation, and business endeavors and relationships, it was a reasonable probability that Plaintiff would have received the anticipated economic benefits thereof, as detailed above, including without limitation the expected continued profits from his memorabilia business had it not come to a halt as a result of Defendants' actions, the reasonable profits from his patented inventions had he been able to continue working effectively on developing the businesses, and profits from his business dealings with the Giants.

#### **COUNT FOUR: TRADE LIBEL**

**(Plaintiff Inselberg against Defendants Procops, Heller, Wagner, Joe Skiba, Ed Skiba, Barone, and John Does A-Z)**

414. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

415. Defendants have individually and collectively engaged in trade libel.

416. By engaging in the course of conduct described above, specifically through the false statements made to the FBI, the grand jury perjury, Procops' malicious assault on Inselberg's reputation, and the instigation, aiding and abetting of the same, Defendants published material

derogatory as to the quality of Plaintiff's business, of a kind calculated to prevent others from dealing with Plaintiff, and likewise calculated to interfere adversely with Plaintiff's relations with others.

417. Defendants knowingly and/or recklessly communicated falsehoods to third persons, and those falsehoods played a material and substantial part in leading others not to deal with Plaintiff.

418. As a direct, proximate, and foreseeable result of the Defendants' conduct, Plaintiff has suffered per se reputational damages, as well as special damages through the loss present and prospective advantage in the form of pecuniary loss.

#### **COUNT FIVE: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

**(Plaintiff Inselberg against Defendants Heller, Wagner, Joe Skiba, Ed Skiba, and Barone)**

419. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

420. Defendants have acted intentionally and/or recklessly to inflict emotion distress upon Plaintiff.

421. Defendants' conduct in lying to the Government so as to keep Inselberg in the cross-hairs of a federal criminal probe, as set forth in detail above, is so extreme and outrageous as to go beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a civilized society.

422. As a direct, proximate, and foreseeable result of the Defendants' conduct, Plaintiff has suffered and continues to suffer damages in the form of emotional distress so severe that no reasonable man could be expected to endure it.

**COUNT SIX: CONSUMER FRAUD (*N.J.S.A. 56:8-2* OR OTHER APPLICABLE STATUTE)**

**(Plaintiffs against Defendants Manning, Joe Skiba, Giants, Inc., PWL, and Steiner Sports)**

423. Plaintiffs incorporate the allegations of the preceding paragraphs as though fully set forth herein.

424. Defendants engaged in unlawful conduct by creating fraudulent memorabilia and making misrepresentations within the State of New Jersey as alleged in detail above. To the extent that any detail of their wrongdoing is not explicitly stated, such details are within the exclusive knowledge of Defendants, and are ascertainable by Plaintiffs only through discovery.

425. The above-pleaded acts of Defendants Manning, Joe Skiba, Giants, Inc., and PWL constituted, used, and employed deception, fraud, false pretenses, and misrepresentations in connection with the sale and advertisement of merchandise, specifically falsely-labeled collectible helmets, in violation of *N.J.S.A. 56:8-2*.

426. The above-pleaded acts of Steiner Sports constituted, used, and employed unconscionable commercial practices, misrepresentations, and the knowing omission of material facts with the intent that others rely upon such omission, in connection with the sale and advertisement of merchandise, specifically falsely-labeled collectible helmets, in violation of *N.J.S.A. 56:8-2*.

427. Each Plaintiff suffered a readily ascertainable loss in connection with the helmets they purchased that Defendants had manufactured, labeled, signed, authenticated, advertised, distributed, and sold for consumption by the general public.

428. The items Plaintiffs received were counterfeit artifacts of historical significance that lacked any value to consumers like them who sought to purchase actual historical artifacts.

429. Plaintiffs' losses amounted to at least \$11,500.00 for Inselberg, \$4,300.00 for Jakab, and \$700.00 for Godown.

430. Plaintiffs' losses were a direct, proximate, and foreseeable result of Defendants' unlawful conduct.

431. Accordingly, Defendants have violated New Jersey's Consumer Fraud Act, *N.J.S.A. 56:8-2*, and are liable to Plaintiffs for damages.

432. Plaintiffs were not required to accept their purchase money back in lieu of the item that Defendants had promised to sell them. On the contrary, Plaintiffs are entitled to an award of three times the amounts of the ascertainable losses plus reasonable attorney's fees and costs of suit pursuant to *N.J.S.A. 56:8-19*.

433. To the extent that any of Defendants' conduct related to this Count is not governed by New Jersey's Consumer Fraud Act, it is governed by other States' applicable consumer fraud statutes.

#### **COUNT SEVEN: COMMON LAW FRAUD**

##### **(Plaintiffs against Defendants Manning, Joe Skiba, and PWL)**

434. Plaintiffs incorporate the allegations of the preceding paragraphs as though fully set forth herein.

435. The helmets sold by Steiner Sports and purchased by Plaintiffs as described above constituted and contained material misrepresentations regarding the nature and history of the helmets, and additional misrepresentations were made by Manning and Steiner Sports (acting in reliance upon Defendants Manning, Skiba, and PWL's prior misrepresentations) in connection with related advertisements and supporting documentation.

436. Defendants knew or believed that the representations made about the helmets being game-used by Manning were false.

437. Defendants caused individually and collectively made or caused these misrepresentations to be made, as described above, with the intention that consumers rely on them.

438. Each Plaintiff's reliance on the misrepresentations made by Defendants was justifiable and reasonable under his circumstances at the time he acted in reliance on the misrepresentations.

439. As a direct, proximate, and foreseeable result of their reliance on Defendants' misrepresentations, Plaintiffs have suffered damages.

440. Defendants actions were sufficiently malicious, wanton, and willful to warrant punitive damages on a scale commensurate with each Defendant's wealth and culpability.

#### **COUNT EIGHT: QUASI-CONTRACT - UNJUST ENRICHMENT**

##### **(Plaintiffs Inselberg and Interactive, LLC against Defendant Giants, Inc.)**

441. Plaintiffs incorporate the allegations of the preceding paragraphs as though fully set forth herein.

442. Defendant is liable for breach of quasi-contract and unjust enrichment.

443. The Giants' use and integration of the interactive marketing ideas presented to them by Plaintiffs, as set forth in detail above, conferred financial benefit on Defendant.

444. The Giants entry into the lucrative banking deal with JP Morgan Chase, as set forth in detail above, conferred financial benefit upon Defendants.

445. Defendant has failed to compensate Plaintiffs for the benefits it has received, resulting in Defendants' unjust enrichment at Plaintiffs' expense.

446. Defendant's unjust enrichment has caused Plaintiffs to be harmed and suffer damages.

**COUNT NINE: QUASI-CONTRACT - *QUANTUM MERUIT***

**(Plaintiff Inselberg against Defendant Giants, Inc.)**

447. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

448. Defendant has engaged in breach of quasi-contract by failing to compensate Plaintiff Inselberg *in quantum meruit*.

449. By facilitating the beginning of discussions between the Giants and JP Morgan Chase, which led to a lucrative banking deal for the new stadium, Inselberg performed services for the Giants in good faith, and Giants accepted, used and enjoyed those services.

450. Inselberg reasonably expected compensation for said services, which had substantial value, and Defendant by and through its agents knew that Inselberg expected compensation.

451. Inselberg has been harmed and suffered damages, entitling Inselberg to the reasonable value of said services.

**COUNT TEN: UNFAIR COMPETITION – MISAPPROPRIATION AND REVERSE PALMING OFF**

**(Plaintiffs Inselberg and Interactive, LLC against  
Defendant Giants, Inc. and John Does A-Z)**

452. Plaintiffs incorporate the allegations of the preceding paragraphs as though fully set forth herein.

453. The Giants and others who have engaged in unfair competition and misappropriation in violation of New Jersey common law by knowingly, willfully, maliciously, recklessly, and/or negligently:

- a. Engaging in “reverse palming off” and misattribution emanating from the Giants’ absolute failure to appropriately credit Inselberg and Interactive, LLC for the use

of their patented wireless marketing concepts and integration of them into the Giants' wireless platforms;

b. Further engaging in "reverse palming off" and misattribution emanating from the Giants' deceitful omission from their business partners, including Verizon and others, and from the public that the wireless marketing concepts that have been used and integrated into the Giants' wireless platforms were, in fact, the work of Plaintiffs;

c. Falsely designating the origin of Plaintiffs' marketing ideas that have been used and integrated into the Giants' wireless platforms in such a manner that the Giants have created a deception as well as confusion concerning the origin of said marketing concepts; and

d. Violating Plaintiffs' generally recognizable right not to have their ideas, skills, efforts, contributions, time, and labor, misappropriated by another.

454. Plaintiffs' marketing ideas, above and beyond the underlying patented inventions, were novel and worthy of protection on grounds that said concepts were both innovative and original.

455. Inselberg's marketing ideas (other than the underlying patented technologies, of course, which were publicly disclosed) were presented in confidence to the Giants, who understood them to be for sale, and were adopted and made use of by the Giants in connection with their own activities without compensation to Plaintiffs, either directly or indirectly.

456. As a result of Defendants' unfair competition and misappropriation, Plaintiffs have been damaged thereby, in particular because Plaintiffs were denied the rightful reputational and promotional benefits of the Giants' use of their marketing ideas, which, if appropriately acknowledged by the Giants, would have not only resulted in direct compensation from the Giants,

but also generated additional business and helped Plaintiffs gain a foothold in a competitive and lucrative industry.

#### **COUNT ELEVEN: BREACH OF CONTRACT**

457. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

458. The Count Eleven is against Defendants Joe Skiba and Ed Skiba.

459. On September 21, 2003, Inselberg and the Skibas entered into a Line of Credit Agreement with a corresponding “Promissory Note with Collection of Costs and Waiver of Presentment,” whereby Inselberg agreed to loan the Skibas up to \$100,000 with a 4% annual rate of interest, payable on December 31, 2012, or upon sale of the patents, whichever came first.

460. Based on this agreement, Inselberg loaned over \$60,000 to Joe and Ed Skiba over the course of several years.

461. The Skibas have since defaulted on the Agreement and the corresponding Promissory Note by failing to repay Inselberg any of the amounts due.

462. Plaintiff has at all times performed in accordance with the terms of said Line of Credit Agreement, to be performed by him and has done so in the manner specified by the Line of Credit Agreement.

463. By failing to repay said loan, Defendants Joe and Ed Skiba have failed and refused, and continue to fail and refuse to perform the Line of Credit Agreement on their part. Defendants Joe and Ed Skiba’s breach of the Line of Credit Agreement is material and goes to the essence of the Line of Credit Agreement, and likewise violates the implied covenant of good faith and fair dealing, as Defendants have made no effort to repay said loan, and have ceased all contact with Plaintiff.

464. Defendants Joe and Ed Skiba's breach has caused Plaintiff to be harmed and suffer damages.

465. By reason of the foregoing, Defendants Joe and Ed Skiba have engaged in breach of contract and are liable to Plaintiff for the damages, including the full amount loaned plus accrued interest.

**COUNT TWELVE: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

**(Plaintiff Inselberg against Defendant Heller)**

466. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

467. As detailed above, Heller has engaged in tortious interference with Inselberg's contractual relations.

468. Inselberg previously entered into a contractual relationship with Ed and Joe Skiba relating to their Helmet Patents and related loans.

469. Defendant Heller knew about this contract.

470. By engaging in the course of conduct described above, Defendant maliciously interfered with Plaintiff's contractual relations, because Defendant acted intentionally and without justification or excuse.

471. Defendant's tortious interference with Inselberg's contractual relations has caused loss of prospective gain, and has resulted in damages to Plaintiff.

**COUNT THIRTEEN: CIVIL CONSPIRACY**

472. Plaintiffs incorporate the allegations of the preceding paragraphs as though fully set forth herein.

473. Two or more of the Defendants formed an unlawful agreement, or multiple unlawful agreements, among themselves (and, as to the corporate defendants, of their principals, agents, officers, management, control persons and/or other employees), to engage in the tortious conduct described above.

474. Even if they did not explicitly agree to commit the tortious acts, Defendants understood the general objectives and contours of the scheme, accepted their parts to further them, and acted accordingly.

475. During the course of the conspiratorial agreement(s) and in furtherance of each conspiratorial objective, at least one overt act was committed by Defendants.

476. The above-pleaded wrongful conduct is the product of the unlawful agreement(s) among Defendants.

477. Defendants' civil conspiracy has thus caused Plaintiff to be harmed and suffer damages.

478. By reason of the foregoing, Defendants have engaged in civil conspiracy and are jointly liable to Plaintiffs.

**COUNT FOURTEEN: AIDING & ABETTING**

479. Plaintiffs incorporate the allegations of the preceding paragraphs as though fully set forth herein.

480. Defendants have committed independently wrongful acts, as set forth above.

481. Defendants committed the tortious acts in concert with one another, or pursuant to a common design or scheme.

482. Defendants knew of the wrongful acts and substantially assisted or encouraged other Defendants to effectuate the wrongful acts against Plaintiff.

483. Defendants' aiding and abetting has caused Plaintiff to be harmed and suffer damages.

484. By reason of the foregoing, Defendants have engaged in aiding and abetting and are jointly liable to Plaintiffs.

#### **COUNT FIFTEEN: NEGLIGENT SUPERVISION**

##### **(Plaintiff Inselberg against Defendants Giants, Inc., Mara, Heller, and John Does A-Z)**

485. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

486. Defendants have engaged in negligent supervision of Giants employees.

487. As the Giants' President and CEO, John Mara is responsible for all administrative, legal, and financial aspects of the organization.

488. As the Giants' Senior Vice-President and General Counsel, William Heller is responsible for all of the Giants' legal affairs.

489. In their respective capacities, Heller had a duty to supervise all Giants employees in connection with all legal matters, and Mara had a duty to supervise all Giants employees, including Heller, in all matters.

490. Giants, Inc. conducting its activities through its employees and agents, is subject to liability for the harm to Inselberg resulting from its employees and agents' conduct, for being negligent and/or reckless in the supervision of its employees and agents' activities.

491. Irrespective of whether the employees may be held personally accountable for certain of their actions (*e.g.*, perjury before the grand jury), Defendants Giants, Inc., Mara, and Heller had a separate, distinct, and non-vicarious duty to supervise their employees in a non-negligent fashion, and no litigation privilege or other immunity applies to absolve those Defendants of that duty.

492. Defendants Giants, Inc., Mara and Heller knew or had reason to know of the particular unfitness, incompetence, and untrustworthiness of the Giants employees who were involved in the wrongful, criminal and tortious conduct described above.

493. Defendants Giants, Inc., Mara and Heller should reasonably have foreseen that such qualities created a risk of harm to other persons, including, in particular, Inselberg.

494. Defendants Giants, Inc., Mara and Heller negligently failed to control the Giants' employees to prevent the reasonably foreseeable risks of harm to other persons.

495. Defendants Giants, Inc., Mara, and Heller are likewise liable for negligently performing their duty to train and supervise their agents and employees. By engaging in the course of conduct described above, and by failing to have any policies or procedures in place governing the relevant misconduct—specifically, the false statements, deceit, perjury, witness tampering, obstruction of justice, and fraud in connection with the sale of memorabilia—Defendants breached their duty to supervise.

496. As direct, proximate, and foreseeable result of Defendants' negligence in supervising the Giants' employees, Inselberg has suffered and continues to suffer damages.

**COUNT SIXTEEN: NEGLIGENT RETENTION**

**(Plaintiff Inselberg against Defendants Giants, Inc., Mara, and Heller)**

497. Plaintiff incorporates the allegations of the preceding paragraphs as though fully set forth herein.

498. This Count Fifteen is against Defendants New York Football Giants, Mara, and Heller for their negligent retention of Giants employees who committed the wrongful, criminal, and tortious acts described above.

499. Defendants New York Football Giants, Mara, and Heller were aware or should have been aware of employees' conduct, which indicated that the employees were unfit for employment, but Defendants negligently failed to take appropriate action to terminate the employees.

500. As direct, proximate, and foreseeable result of Defendants' negligent retention of employees whom Defendants knew or should have known had committed wrongful conduct and were likely to continue to do so, Inselberg has suffered and continues to suffer damages.

**COUNT SEVENTEEN: NEGLIGENT MISREPRESENTATION**

**(Plaintiffs against Defendants Manning and Steiner Sports)**

501. Plaintiffs incorporate the allegations of paragraphs 1 through 366 as though fully set forth herein.

502. As to Defendant Manning, this Count is pleaded in the alternative to the preceding Counts.

503. Defendant Manning owed a duty of care to Plaintiffs in connection with his provision of and representations about equipment that he provided to Steiner Sports for sale to consumers, including Plaintiffs.

504. Steiner Sports owed a duty of care to its customers and reasonably foreseeable subsequent purchasers to assess and represent accurately the authenticity of purportedly game-used equipment received from athletes for authentication and sale to consumers, including Plaintiffs.

505. Through the exercise of reasonable and ordinary care and diligence, Defendants should have known that the helmets being sold as game-used by Manning were counterfeit.

506. Defendants negligently provided false information in that they misrepresented the helmets purchased by Plaintiffs as having been game-used by Manning when they had not been.

507. Plaintiffs were reasonably foreseeable recipients of that false information.

508. Each Plaintiff's reliance on the misrepresentations made by Defendants was reasonable under his circumstances at the time he acted in reliance on the misrepresentations.

509. As a direct, proximate, and foreseeable result of their reliance on Defendants' negligent misrepresentations, Plaintiffs have suffered damages.

**COUNT EIGHTEEN: *RESPONDEAT SUPERIOR***

**(Plaintiffs against Defendants Giants, Inc. and Park Cleaners)**

510. Plaintiffs repeat the allegations of the preceding paragraphs as though fully set forth herein.

511. This Count seeks to hold Defendants New York Football Giants, Inc. and Park Cleaners, Inc. accountable for the actions of their agents/employees detailed in the preceding Counts One, Two, Three, Four, Five, Six, Seven, Twelve, Thirteen, Fourteen, Fifteen, and Sixteen.

512. At all times relevant hereto, Mara, Heller, Procops, Hanlon, Wagner, Joe Skiba, Ed Skiba, and Manning acted as agents/employees on behalf of their employer, New York Football Giants, Inc., while Barone acted as an agent/employee of Park Cleaners.

513. Defendants New York Football Giants, Inc. and Park Cleaners, Inc. as the principals, are liable for the conduct of their respective agents/employees chronicled herein, as the agents/employees' actions/conduct were within the scope of their authority, in that said action/conduct: (a) was the kind that said agents were employed to perform; (b) occurred within authorized time and space limits; and (c) was actuated by a purpose to serve the principal.

514. At all times relevant hereto, Mara, Heller, Procops, Hanlon, Wagner, Joe Skiba, Ed Skiba, and Manning were in the employ and/or under the direction and control of the Giants, and all acts of Mara, Heller, Procops, Wagner, Manning, and the Skibas alleged herein were within the scope of their authority and course of their employment and within the usual course of business of the Giants, who knew or should have known or had reasonable grounds to know that the acts alleged herein were committed by Mara, Heller, Procops, Hanlon, Wagner, Manning, and the Skibas.

515. The acts of Mara, Heller, Procops, Hanlon, Wagner, Ed Skiba, Joe Skiba, and Manning are deemed to be the acts of and chargeable to, and binding upon the Giants.

516. At all times relevant hereto, Barone was in the employ and/or under the direction and control of the Giants, and all acts of Barone alleged herein was within the scope of his authority and course of his employment and within the usual course of business of Park Cleaners, who knew or should have known or had reasonable grounds to know that the acts alleged herein were committed by Barone.

517. The acts of Barone are deemed to be the acts of and chargeable to, and binding upon Park Cleaners.

518. By reason of the foregoing, the Giants and Park Cleaners are vicariously liable under the doctrine of *respondet superior*.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. An award in favor of Plaintiffs against Defendants, jointly and severally, for all damages sustained as a result of their wrongdoing, in an amount to be proven at trial, including:
  - a. Compensatory damages;
  - b. Consequential damages;
  - c. Incidental damages;
  - d. Prejudgment interest at the maximum legal rate;
  - e. Treble damages;
  - f. Punitive damages;
  - g. Attorney's fees and all recoverable costs;
  - h. As to Inselberg only, a 2007 Super Bowl ring;
  - i. Such other and further relief as the Court may deem just and proper.
  
2. Appropriate orders, pursuant to *N.J.S.A. 2C:41-4(a)*, to prevent and restrain the acts or conduct which constitute violations of the New Jersey Civil RICO Statute, *N.J.S.A. 2C:41-2*, including as follows:
  - a. An order of restitution for the identifiable non-party victims of Defendants' fraud, enabling such victims to the return of moneys or property unlawfully obtained from them, directly or indirectly, by Defendants;
  - b. An order restraining Defendants Wagner, Joe Skiba, Ed Skiba, Barone, and Manning from participating in the sale or distribution of sports memorabilia for a substantial period of time as is reasonably necessary to prevent further incidents of fraud by these Defendants;
  - c. Such other equitable relief as the Court deems necessary and just.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R.4:25-4, Michael S. Kasanoff, Esq. and Brian C. Brook, Esq., are hereby designated as trial counsel for Plaintiff.

**JURY DEMAND**

Plaintiff Eric Inselberg hereby demands a trial by jury on all issues so triable.

Dated: Hackensack, New Jersey  
January 16, 2015

CLINTON BROOK & PEED

By:   
BRIAN C. BROOK

*Attorneys for Plaintiffs*

**CERTIFICATION PURSUANT TO R.4:5-1**

The matter in controversy is not subject to any other action pending in any Court or of a pending arbitration proceeding. *Michael Jakab v. Eli Manning et al.*, Docket No. DC-013243-14, was filed in Bergen County's Special Civil Part on July 25, 2014, and was since dismissed without prejudice to refile, including refile in another court. Judge Rosa, who presided over that matter, indicated his belief that the case should be consolidated with the Inselberg case, which was then still in federal court. At this time, no other court or arbitration proceedings are contemplated herein. Subject to what may be revealed through extensive discovery, all parties presently known by Plaintiffs are named and identified in the action filed herein. I certify that the foregoing statements made by me are true. I am aware that if they are willfully false, I am subject to punishment.

Dated: Hackensack, New Jersey  
January 16, 2015

  
\_\_\_\_\_  
BRIAN C. BROOK

**DEMAND FOR DISCOVERY OF INSURANCE COVERAGE OR  
INDEMNIFICATION AGREEMENTS**

Pursuant to *R.4:10-2(b)*, demand is made that Defendants disclose to Plaintiffs' attorneys whether or not there are any insurance or indemnification agreements or policies under which any person or firm carrying insurance or indemnification agreements or policies under which any person or firm carrying on an insurance or other business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Plaintiff's attorneys with true copies of those insurance or indemnification agreements or policies, including but not limited to, any and all declaration sheets. **This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe, and umbrella policies.**

Dated: Hackensack, New Jersey  
January 16, 2015



\_\_\_\_\_  
BRIAN C. BROOK