

JUN 07 2016

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

JAMES W. MCCORMACK, CLERK
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DARREN G. MCFADDEN, an individual,**Plaintiff,****v.****MICHAEL VICK, an individual, and DOES
1-10 inclusive,****Defendants.**Case No.: 4:16cv319 KGB**COMPLAINT for:**

- 1. RESULTING OR CONSTRUCTIVE TRUST;**
- 2. FRAUD;**
- 3. BREACH OF FIDUCIARY DUTY AND PROFESSIONAL DUTY OF CARE;**
- 4. CONVERSION;**
- 5. BREACH OF CONTRACT;**
- 6. UNJUST ENRICHMENT;**
- 7. FRAUD BY WIRE – 18 U.S.C. §1343;**
- 8. VIOLATION OF ARK. CODE ANN. § 23-42-301; and for an**
- 9. ACCOUNTING**

DEMAND FOR JURY TRIAL

**This case assigned to District Judge Baker
 and to Magistrate Judge Deere**

Plaintiff, Darren G. McFadden ("McFadden" or "Plaintiff"), by and through his undersigned counsel, hereby files his Complaint against Defendant Michael Vick ("Vick" or "Defendants") and DOES 1-10 inclusive, and, in support thereof, alleges as follows:

INTRODUCTION

1. This is a case about an unscrupulous business manager and financial advisor who not only commandeered and misappropriated millions of dollars from his client, but habitually neglected and mishandled the most fundamental duties owed to Plaintiff, a professional football player in the National Football League ("NFL").

2. Defendant Vick specifically targeted Plaintiff while working at Ameriprise Financial Services, Inc., by representing that Plaintiff would benefit from the confidence, convenience and continuity of having all of his financial matters handled and administered by one individual singularly devoted to his business management needs. To induce Plaintiff to entrust Vick with overseeing and managing all Plaintiff's earnings and income, Vick exalted his alleged specialization in financial management of clients in the professional sports industry, expressing to Plaintiff that this specialized

1 expertise would allow Plaintiff to benefit from unprecedented returns to meet both his short and long
2 term financial goals, including planning for retirement.

3 3. After manipulating control of virtually the entirety of Plaintiff's income and assets
4 through a sweeping and fraudulently-induced power of attorney, Vick promptly began converting a
5 substantial portion of Plaintiff's monies and assets for his own personal use and gain, thereafter
6 claiming through purported gross mismanagement and recklessness to have "lost" a significant portion
7 of Plaintiff's monies and assets. During this time, Vick habitually deceived Plaintiff regarding the
8 entrusting and custodianship of Plaintiff's funds and assets, going so far as to fabricate fictitious
9 transactions, records and "spreadsheets" to conceal Vick's pervasive and widespread theft and
10 mismanagement.

11 4. Rather than securing for Plaintiff a lifetime of financial security as Defendant Vick
12 promised Plaintiff, Defendant Vick covertly used Plaintiff's income as his personal slush fund to
13 subsidize his own lifestyle and expenses and to invest in his own projects, ultimately, through theft or
14 gross mismanagement, losing and/or misappropriating approximately \$15,000,000.00 of Plaintiff's
15 monies and assets, while further wrongfully encumbering Plaintiff with debts and related penalties.

16 5. Accordingly, Plaintiff McFadden, through this Complaint, seeks redress for the
17 actionable conduct and resultant harm caused by what should have been a trusted advisor.

18 **THE PARTIES**

19 6. Plaintiff McFadden, an individual, is a citizen and resident of Denton County, Texas.

20 7. Upon information and belief, Defendant Vick is an individual who is a citizen and
21 resident of Pulaski County, Arkansas.

22 8. The true names or capacities, whether individual, corporate or otherwise, of the
23 Defendants named herein as DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore
24 sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this
25 Complaint and insert the true names and capacities of DOES when they have been ascertained.

26 9. Plaintiff is informed and believes and, on that basis alleges that each of the Defendants
27 designated herein as a "DOE" is legally responsible in some manner for the events and happenings
28 herein alleged, and that Plaintiff's damages as alleged herein were proximately caused by DOES.

10. Plaintiff is informed and believes and, on that basis alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were actually and proximately caused by their conduct.

11. Plaintiff is informed and believes and, on that basis alleges that at all times material hereto, each Defendant has authorized, approved, ratified and/or endorsed the acts of each remaining Co-Defendant.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this action by reason of diversity of citizenship pursuant to 28 U.S.C. § 1332.

13. The amount in controversy in this action exceeds \$75,000.00, exclusive of attorneys' fees, interest and costs.

14. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(1), (b) (2) and (c)(2) because Defendant is subject to personal jurisdiction in this District. The District has personal jurisdiction because Defendant's principal places of business and residence are located in this District and a substantial part of the events giving rise to Plaintiff's claims took place in this District. Furthermore, Defendant transacts business in this District, has committed tortious acts in this District, and has engaged in activities in this District that subject him to the jurisdiction of this Court.

ALLEGATIONS COMMON TO ALL CLAIMS

15. Plaintiff McFadden is currently an American football running back for the Dallas Cowboys of the NFL. Plaintiff played college football for the University of Arkansas, and was picked fourth overall by the Oakland Raiders in the 2008 NFL Draft.

16. Defendant Vick is a former financial broker with the security firm Ameriprise Financial Services, Inc. ("Ameriprise").

17. Upon information and belief, at the time Defendant Vick left the employ of Ameriprise in or around 2010 to work solely as the business manager and financial advisor to Plaintiff, he was no longer a registered or licensed advisor consistent with the governing Investment Advisers Act, proceeding instead to unlawfully purport to manage Plaintiff's funds without the requisite licenses.

Plaintiff's Retention of Defendant Vick as a Personal Financial Advisor and Business Manager

18. In or around 2008, after Plaintiff commenced his career as an NFL professional football player, Plaintiff was referred to Ameriprise based upon its reputation for providing guidance and advice to high profile celebrities and professional athletes. During this time, Plaintiff entered into an agreement with Ameriprise whereby Ameriprise agreed to provide valuable business and financial management services to Plaintiff, including endorsing recommending its then employee, Defendant Vick, as an alleged trusted and vetted financial advisor to oversee and manage Plaintiff's funds.

19. While at Ameriprise, and immediately commencing in or around 2008, under the auspices and supervision of Ameriprise, Plaintiff began to work with Defendant Vick in Defendant Vick's capacity as an employee of Ameriprise for the purpose of having Defendant Vick oversee and manage Plaintiff's investments while providing additional financial services for purported protection of Plaintiff.

20. Thereafter, in or around 2010, Defendant Vick, conceiving a self-serving opportunity of a more lucrative personal enterprise, purportedly dissociated from Ameriprise for the express purpose of enticing Plaintiff to engage Defendant Vick personally as Plaintiff's trusted financial advisor and business manager.

21. In furtherance of his desire to secure dominion over all of Plaintiff's finances, Defendant Vick employed a series of false representations and omissions to convince and coerce Plaintiff to retain Defendant Vick as Plaintiff's exclusive business manager and financial advisor to safeguard his assets and protect his finances.

22. Defendant Vick, in inducing Plaintiff to repose trust and confidence in Defendant Vick, represented and promised to Plaintiff that Defendant Vick (i) was registered and would, at all times relevant, remain registered as an investment advisor; (ii) maintained specialization in the professional sports industry; (iii) would honor and respect the three primary fiduciary duties of care, loyalty and good faith; (iv) would remain prudent in his choices of investments; (v) would avoid at all times self-dealings of any kind; and (vi) would protect and appreciate Plaintiff's earnings.

23. Defendant Vick further characterized himself as an experienced business manager and financial advisor who specialized in the financial and business management of athletes and others with

1 substantial incomes and who could protect Plaintiff from the theft, waste, drainage, mismanagement
2 and improper investment of finances that can often result from accelerated access to significant income.

3 24. In reliance upon Defendant's misrepresentations to Plaintiff, including Defendant's
4 material misrepresentation that he fully intended to safeguard Plaintiff's assets and protect his finances,
5 Plaintiff ultimately agreed to allow Defendant Vick to serve exclusive business manager and financial
6 advisor.

7 25. Specifically, Plaintiff McFadden and Defendant Vick entered into a verbal
8 understanding for Defendant Vick to serve as Plaintiff's business manager and financial advisor,
9 wherein Defendant Vick agreed to be responsible for all financial and tax aspects of Plaintiff's career as
10 a professional athlete and all sources of direct and ancillary income, including the provision of
11 accounting, business management, tax, payroll, insurance and investment services.

12 26. At all times, Defendant Vick promised and assumed all obligations associated with
13 maintaining and safeguarding Plaintiff's bank and investment accounts, while ensuring that Plaintiff's
14 funds were protected and properly invested for purposes of retirement planning.

15 27. Pursuant to Defendant Vick's representation, Defendant Vick was to be principally
16 responsible for coordinating and managing all of Plaintiff's cash and assets. In consideration for what
17 Vick unilaterally characterized as a "reasonable compensation for services rendered", Defendant Vick
18 assumed exclusive control and responsibility for the management of all of Plaintiff's financial affairs.

19 28. More specifically, pursuant to Defendant Vick's promises and representations to
20 Plaintiff, Defendant Vick would provide business and financial advisor services to Plaintiff, including
21 purported specialized services enveloping the management of Plaintiff's bank accounts; management of
22 Plaintiff's credit card accounts; payment of Plaintiff's expenses; providing sufficient cash for Plaintiff
23 to pay his personal expenses; management of investment and retirement accounts; management of real
24 estate investments; and provision of advice regarding wealth and cash management, growth, income
25 preservation, and wise investment strategies.

26 29. Previously, Defendant Vick had admonished Plaintiff that in agreeing to monitor and
27 safeguard Plaintiff's use of cash to protect Plaintiff's earnings, Defendant Vick needed to be further
28 empowered to help Plaintiff avoid the "financial disasters" that tend to flow from unsound spending

1 habits, poor management, or speculative financial advice.

2 30. Specifically, on or around August 10, 2008, as an employee under the supervision and
3 control of Ameriprise, and through the representations and assurances of Ameriprise, Defendant Vick
4 convinced Plaintiff to execute a durable power of attorney effectively appointing Defendant Vick as
5 Plaintiff's agent and attorney-in-fact in connection with Plaintiff's finances and management of real
6 property, authorizing Defendant Vick to fully control and manipulate Plaintiff's finances, including
7 withdrawing funds, from Plaintiff's financial accounts, signing checks on Plaintiff's behalf, entering
8 into contracts on behalf of Plaintiff and withdrawing funds from Plaintiff's accounts (the "Power of
9 Attorney"). A true and correct copy of the Power of Attorney Defendant Vick, through Ameriprise,
10 coerced Plaintiff into executing, is attached hereto as Exhibit "A".

11 31. Consequently, on or around August 10, 2008, Defendant Vick, with the backing and
12 support of Ameriprise, effectively assumed control of all of Plaintiff's financial accounts, which Vick
13 was retained to advise, oversee, manage and safeguard for Plaintiff.

14 32. Thereafter, on or around January 13, 2009, Defendant Vick further instructed Plaintiff to
15 execute an additional document reiterating the "appointment" of Defendant Vick as Plaintiff's financial
16 representative authorized to act on Plaintiff's behalf for various delineated banking transactions. A true
17 and correct copy of this authorization is attached hereto as Exhibit "B".

18 33. When Plaintiff agreed to work with Defendant Vick, Plaintiff believed and intended that
19 Defendant Vick would closely and competently monitor Plaintiff's financial affairs to protect and
20 safeguard his earnings.

21 34. By agreeing to provide these services, Defendant Vick became a fiduciary and trusted
22 advisor of Plaintiff. Plaintiff conferred confidence in Vick, and trusted Vick to manage his affairs and
23 finances diligently, carefully, faithfully, honestly, and with the kind of diligence that he would treat his
24 own financial affairs (*Plaintiff was completely unaware that Defendant Vick actually perceived*
25 *Plaintiff's finances as his own*).

26 35. In providing services as a fiduciary of Plaintiff, Defendant Vick was responsible to
27 monitor and control all of Plaintiff's earnings and bank accounts. Specifically, Defendant Vick
28 managed a primary bank account that received all of Plaintiff's earnings and invested a significant sum

1 of funds in various securities. In managing that account, among others, Defendant Vick was responsible
2 for making disbursements from that earnings account for proper, lawful and approved expenses.

3 36. Critically, in managing Plaintiff's financial affairs, Defendant Vick promised and
4 represented that he would, at all times, openly account to Plaintiff regarding all such financial
5 transactions and investments and further provide Plaintiff with detailed comprehensive reports.

6 37. In the role as Plaintiff's business manager, Defendant Vick handled all of Plaintiff's
7 financial affairs, including performing the tasks of an accountant, monitoring Plaintiff's financial
8 accounts, advising Plaintiff with respect to investments and paying bills on Plaintiff's behalf.

9 38. In addition, Defendant Vick assumed the role of forming several business entities or
10 ventures for Plaintiff while appointing himself as the manager of all such businesses formed on behalf
11 of or for the benefit of Plaintiff, including the custodian of all monies invested and/or received in
12 connection with such businesses.

13 39. Upon information and belief, at the time Defendant Vick left Ameriprise in 2010,
14 Defendant Vick allowed his financial advisor licenses and registrations to lapse.

15 **Defendant Vick's Systematic Theft and Conversion of Plaintiff's Funds**

16 40. At the time of Plaintiff's retention of Defendant Vick as his business manager and
17 "financial representative" to safeguard his assets and protect his finances, Plaintiff's investment
18 portfolio initially consisted of a significant amount of cash and assets.

19 41. Following Plaintiff's termination of Defendant Vick years later, it was recently learned
20 that Defendant Vick, through gross incompetence, self-dealing and outright theft, had managed to
21 conceal from Plaintiff that Defendant Vick had either stolen, misappropriated or lost approximately
22 \$15,000,000.00 of Plaintiff's funds from Plaintiff's financial accounts.

23 42. Notwithstanding that several of Plaintiff's various stocks, bonds and property
24 investments may have increased in value, this ostensible increase in wealth was and remains hidden
25 and/or converted by Defendant Vick.

26 43. As Plaintiff just recently discovered, without Plaintiff's knowledge or consent, and
27 commencing almost immediately after the initiation of Plaintiff's retention of Defendant Vick while
28 Defendant Vick was working with Ameriprise, Defendant Vick violated the significant trust and

1 confidence Plaintiff reposed in Defendant Vick and began commandeering Plaintiff's funds for his own
2 personal use, purchasing property and/or businesses with Plaintiff's funds only to thereafter
3 fraudulently transfer the title of such property and/or business into Defendant's name, and generally
4 recklessly managing Plaintiff's finances, causing severe harm and damage to Plaintiff.

5 44. Defendant Vick's theft and misappropriation of Plaintiff's funds ranged from using the
6 induced Power of Attorney to engineer prolific withdrawals or transfers of monies from Plaintiff's
7 accounts directly to Defendant Vick, to convincing Plaintiff to create businesses that Defendant Vick
8 would ultimately just use to conceal and obfuscate his perpetual theft of Plaintiff's monies.

9 45. One such business involved Defendant Vick pressuring Plaintiff to start a venture
10 creating and manufacturing bitcoins, guaranteeing Plaintiff that even if the venture did not generate
11 profits, Defendant would guarantee that Plaintiff would not lose any money. Furthermore, Defendant
12 promised to pay back Plaintiff any funds that Plaintiff invested in such business venture. Instead,
13 consistent with Plaintiff's recently-revealed pattern and practice, Defendant Vick used Plaintiff's funds
14 to start this bitcoin "business", including using all of Plaintiff's monies to purchase all the necessary
15 infrastructure and materials, only to retain all the revenues generated or derived from the "business"
16 along with all the corresponding business assets purchased with Plaintiff's money.

17 46. More recently, Defendant Vick has started to claim sole ownership and dominion over
18 the businesses he purportedly started with Plaintiff's funds, while also refusing to allow Plaintiff access
19 to any financial documents or information regarding the ventures.

20 47. Consistent with the foregoing, Defendant Vick never provided any such bitcoin business
21 profit and/or loss details to Plaintiff's tax professional in connection with preparation of Plaintiff's state
22 and federal tax returns.

23 48. Upon information and belief, Defendant Vick invested approximately \$3,000,000.00 of
24 Plaintiff's funds in such bitcoin business venture without paying any return to Plaintiff since 2010.

25 49. Defendant Vick further summoned his relationships with local banking institutions to
26 proactively conceal his unfettered theft and misappropriation of Plaintiff's funds, avoiding the requisite
27 suspicious activity reports that should have been generated and immediately forwarded to Plaintiff
28 following Defendant Vick's substantial and prolific cash withdrawals of Plaintiff's funds.

Plaintiff's Termination of Defendant Vick

50. Plaintiff recently discovered Defendant's theft and gross mismanagement of Plaintiff's funds after Defendant Vick offered to sell him a building Defendant had purchased with Plaintiff's funds back to Plaintiff.

51. After Plaintiff's representatives began to further scrutinize Defendant Vick's purported transactions on Plaintiff's behalf, including fabricated "spreadsheets" Defendant Vick prepared allegedly detailing Defendant Vick's "management" of Plaintiff's funds, it was revealed that Defendant Vick had stolen and lost millions of dollars of Plaintiff's funds.

52. While Plaintiff began reviewing the limited and distorted financial documents Defendant Vick was providing to Plaintiff, Plaintiff ultimately revoked the Power of Attorney and terminated Defendant Vick from acting on behalf of Plaintiff in any capacity on or around May 15, 2015. A true and correct copy of this Power of Attorney Revocation is attached hereto as Exhibit "C".

53. Until around this time, Defendant Vick had previously failed and refused to provide Plaintiff with any accountings related to Defendant's "management" and "oversight" of Plaintiff's funds, further refusing to provide any financial statements until over five months after his termination, specifically withholding any such statements until in or around October, 2015.

54. Additionally, until around this time, Plaintiff was unaware that Defendant Vick was purportedly no longer affiliated with Ameriprise in any respect.

Plaintiff's Substantial Injuries

55. As a result of Defendant Vick's failure to properly manage his funds, Plaintiff incurred substantial damages resulting from, among other things: (i) Vick's failure to properly invest and diversify Plaintiff's fund; (ii) inaccurate reporting of expenses on Plaintiff's tax return; (iii) theft and conversion by Vick; (iv) late fees and interest paid based on Vick's failure to pay bills in a timely manner; (v) expenses associated with the reduction in Plaintiff's credit score as a result of such late payments; and (vi) unsuitable asset allocation of funds that remained in Defendant's various personal accounts.

56. The amount of money Defendant Vick paid himself for such "services" that were either not performed at all, or performed inadequately, negligently, recklessly, and without the due care

1 required of Defendant Vick acting as the fiduciary and trustee of Plaintiff is still unknown at this time.

2 57. The total damages owed to Plaintiff are at least \$15,000,000.00. Plaintiff will not know
3 the full extent of the damages suffered until he is certain he has received all documents pertaining to the
4 services rendered to him by Defendant Vick.

5 58. All conditions precedent to the bringing of this action have occurred, been waived or
6 performed.

7 **COUNT I**
8 **RESULTING OR CONSTRUCTIVE TRUST**

9 59. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1
10 through 58 inclusive, and incorporates those allegations at this place by this reference as though set
11 forth in full.

12 60. As Plaintiff's financial advisor and business manager, Defendant promised that he
13 would honestly safeguard Plaintiff's assets and protect his finances, including those assets and finances
14 that Plaintiff entrusted to Defendant.

15 61. Instead, Defendant systematically and repeatedly commandeered and misappropriated
16 funds from Plaintiff which have been wrongfully, fraudulently and unlawfully obtained through the use
17 of deceit, false representation, duress and undue influence.

18 62. Defendant has unlawfully transferred some of Plaintiff's funds to accounts in
19 Defendant's personal control, and has used funds Defendant unlawfully obtained from Plaintiff to
20 purchase certain property and businesses, but the title remains in the name of Defendant.

21 63. Defendant is under an equitable duty to convey all such property to Plaintiff because
22 Defendant would otherwise be unjustly enriched.

23 64. Defendant retained title to all such property through improper means including fraud and
24 breach of fiduciary duties owed to Plaintiff.

25 65. Plaintiff has all the beneficial and equitable interest in all such property because Plaintiff
26 unknowingly supplied the purchase money and Defendant retained title by improper means. Plaintiff is
27 entitled to an order declaring all such property to be held in a resulting or constructive trust, or both, for
28 Plaintiff by Defendant and compelling Defendant to convey title to Plaintiff.

67. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1 through 66 inclusive, and incorporates those allegations at this place by this reference as though set forth in full.

68. Defendant Vick, individually and in his capacity as an accountant and financial advisor with Ameriprise, made myriad false representations and false statements of material fact to Plaintiff, including, without limitation, that Plaintiff was in great financial condition and that his wealth and assets were significantly increasing in value under Defendant Vick's oversight and control.

69. Defendant Vick also represented that he would, on behalf of Plaintiff, only make investments which were sound and secure.

70. At the time Defendant Vick made these statements, he knew the representations were false.

71. Defendant Vick only made these false statements to lull Plaintiff into a false sense of financial security and to dissuade Plaintiff from requesting backup or substantiated documents or materials that would reveal Defendant Vick's systematic theft and misappropriation of Plaintiff's funds.

72. Defendant Vick omitted material facts necessary to make previous statements of fact, in light of the circumstances in which they were made, not misleading or untrue, routinely failing to disclose material information on Plaintiff's financial statements or tax returns.

73. By making these statements, Defendant Vick intended to induce Plaintiff to act in reliance upon these misrepresentations and omissions.

74. The representations of fact made by Defendant Vick were a substantial factor in influencing Plaintiff's decision to retain Defendant Vick as his sole business manager.

75. Plaintiff did, in fact, justifiably rely upon these representations and, as a result, sustained

1 significant monetary damages.

2 76. Defendant Vick is now purportedly unable to account for the millions of dollars either
3 converted or negligently lost.

4 77. As a result of Defendant Vick's fraud, Plaintiff has suffered damages to be proven at
5 trial.

6 **COUNT III**
7 **BREACH OF FIDUCIARY DUTY AND PROFESSIONAL DUTY OF CARE**

8 78. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1
9 through 77 inclusive, and incorporates those allegations at this place by this reference as though set
10 forth in full.

11 79. At all times herein, Defendant Vick was acting as an agent and accountant rendering
12 professional services and investment advice for the benefit of Plaintiff.

13 80. Defendant therefore assumed a fiduciary position to Plaintiff, owing Plaintiff the
14 fiduciary obligations of good faith, honesty, trust, loyalty and due care, and to avoid self dealing and to
15 account for all of Defendant's actions. Defendant's obligations included to act in the best interest of
16 Plaintiff and to put Plaintiff's interests above his own so as to benefit Plaintiff and not in furtherance of
17 his personal benefit or interest.

18 81. As a fiduciary, Defendant should be held liable for his conduct which did not meet the
19 requisite standards of fair dealing, good faith, honesty, and loyalty and which constitutes self-dealing.

20 82. Defendant breached his fiduciary duties, including his duty of loyalty, by engaging in
21 actions constituting self-dealing, by making unsound investments in his own businesses and thereafter
22 converting Plaintiff's funds for his own personal use, benefit and consumption.

23 83. Defendant breached his legal or equitable duties to Plaintiff, which, irrespective of the
24 moral guilt of Defendant, tended to and did in fact deceive Plaintiff.

25 84. As a result of Defendant's improper actions, funds belonging to the Plaintiff,
26 approximately \$15,000,000.00, were improperly converted and/or lost due to negligence by Defendant.

27 85. Plaintiff suffered damage as result of Defendant's constructive fraud and breach of
28 fiduciary duties. Such damage is equal to the total amount of Plaintiff's financial losses, plus pre- and
post-judgment interest accruing at the highest legal rate, plus attorneys' fees and litigation expenses.

COUNT IV
CONVERSION

86. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1 through 85 inclusive, and incorporates those allegations at this place by this reference as though set forth in full.

87. Defendant has improperly converted and misappropriated monies belonging to Plaintiff for his own use and purposes.

88. As more fully set forth above, Defendant has taken money from the Plaintiff under the guise and pretext of investing the money in various investment vehicles, including investment contracts, promissory notes, securities and real property.

89. In fact, Defendant has misappropriated and converted Plaintiff's funds for his own use and purposes and has refused to account for or return the funds despite demand.

90. Defendant has concealed the whereabouts of the funds, has taken overt and affirmative acts to conceal their activities and has improperly misappropriated and converted funds belonging to Plaintiff for his own use.

91. Plaintiff owns and is entitled to the return of his funds which have been misappropriated by Defendant, plus interest.

92. Defendant intentionally took control over Plaintiff's funds and misappropriated them, in violation of Plaintiff's rights and in direct contravention of Plaintiff's rights in and to his assets and property.

93. As a result of Defendant's conversion, Plaintiff has suffered damages in excess of that required for federal diversity jurisdiction.

94. Defendant's conversion of Plaintiff's property was intentional and was conducted willfully, wantonly, and with a reckless and conscious disregard for the consequences. Accordingly, Plaintiff is entitled to punitive damages against Defendant in an amount to be determined by a jury.

COUNT V
BREACH OF CONTRACT

95. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1 through 94 inclusive, and incorporates those allegations at this place by this reference as though set

1 forth in full.

2 96. Plaintiff entered into a contract with Defendant Vick.

3 97. Specifically, in exchange for a "*reasonable fee*", Defendant Vick agreed to provide
4 business manager services for the exclusive and express benefit of Plaintiff.

5 98. Pursuant to the parties' agreement, Defendant Vick expressly promised to maintain
6 sufficient books and record of Plaintiff's finances and to fully account to Plaintiff at Plaintiff's request
7 and discretion.

8 99. Defendant Vick has not done what the parties' contract required of him.

9 100. Specifically, among other material breaches, Defendant Vick has refused to provide
10 Plaintiff with a full accounting, necessarily failing and/or refusing to substantiate and/or justify the loss
11 of approximately \$15,000,000.00 of Plaintiff's funds.

12 101. Defendant Vick has further materially breached the parties' agreement by converting
13 Plaintiff's funds and negligently investing such funds.

14 102. As a result of these material breaches of contract, Plaintiff has sustained damages in
15 excess of that required for federal diversity to be proven at trial.

16 **COUNT VI**
17 **UNJUST ENRICHMENT**

18 103. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1
19 through 102 inclusive, and incorporates those allegations at this place by this reference as though set
20 forth in full.

21 104. Defendant Vick has engaged in improper acts in order to facilitate the conversion of
22 Plaintiff's funds without recognizing any required legal obligations arising in connection with the
23 receipt and/or expenditure of these funds.

24 105. Defendant Vick has obtained and/or converted approximately \$15,000,000.00 in funds
25 from Plaintiff without honoring his legal obligations arising in connection with such funds. As a result,
26 Defendant Vick has been unjustly enriched.

27 106. Defendant Vick is not entitled to this enrichment, and this enrichment was obtained to
28 the detriment of Plaintiff. Therefore, Defendant should restore this unjust enrichment to Plaintiff.

107. Defendant has obtained such funds under circumstances which require its repayment in

equity and good conscience.

108. The above-described actions of Defendant Vick constitute the operative acts, the requisite intent, and the situation necessary in order to make Defendant Vick's enrichment unjust and compensable.

109. Under principles of equity and justice, Defendant Vick should restore the above described enrichment in an amount in excess of that required for federal diversity jurisdiction.

COUNT VII
FRAUD BY WIRE – 18 U.S.C. §1343

110. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1 through 109 inclusive, and incorporates those allegations at this place by this reference as though set forth in full.

111. International and domestic financial transactions occur today with almost instantaneous execution.

112. Speed, accuracy of execution and corporate efficiency are beneficial byproducts for both customers and corporate financial managers alike.

113. Abuse of the system, however, is not entirely avoidable. To combat such abuse, Congress modified and codified the fraud statute applicable to this technology in 18 USC §1343.

114. 18 USC § 1343 states that:

“§1343. - Fraud by wire, radio, or television. Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than five years, or both. If the violation affects a financial institution, not more than \$1,000,000 or imprisoned not more than 30 years, or such person shall be fined both.

115. Defendant, in the normal course and execution of his fraudulent financial scheme, utilized wire services to transmit Plaintiff's funds and Plaintiff's assets.

116. Not trained in the law, Plaintiff has been grievously and seriously damaged - physically, emotionally, mentally and financially - as a result of Defendant's multi-layered fraud, this time involving wire fraud as described and stated.

117. Plaintiff therefore requests the court find in his favor on this cause of action for bank

wire fraud.

COUNT VIII
VIOLATION OF ARK. CODE ANN. § 23-42-301

118. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1 through 117 inclusive, and incorporates those allegations at this place by this reference as though set forth in full.

119. Defendant Vick violated Ark. Code ann. § 23-42-301 as (i) he acted as a broker-dealer without being registered as a broker-dealer.

120. Plaintiff is entitled to the consideration paid, together with interest at a rate of six percent (6%) from in or around 2008, and attorneys' fees and court costs based upon Defendant Vick's violation of Ark. Code ann. § 23-42-301. Ark. Code Ann. § 23-42-106.

COUNT IX
ACCOUNTING

121. Plaintiff repeats and re-alleges each and all of the allegations contained in paragraphs 1 through 120 inclusive, and incorporates those allegations at this place by this reference as though set forth in full.

122. At all times described herein, Defendant maintained control of funds and assets belonging to Plaintiff and was responsible for protecting, safeguarding, investing and maintaining the funds and assets.

123. Because of his authority and responsibility for protecting, safeguarding, investing and maintaining Plaintiff's funds, Defendant owed a fiduciary duty to Plaintiff.

124. As detailed above, Defendant breached his fiduciary duties owed to Plaintiff by commandeering and misappropriating Plaintiff's funds and assets for personal use and use with entities in which he held a personal financial interest.

125. In addition, an agreement or understanding existed between Plaintiff and Defendant wherein Defendant agreed to provide certain financial services for the benefit of Plaintiff. This relationship further allows for an appropriate claim for accounting to be made by Plaintiff.

126. As the subject agreement involves, among other things, a duty to account for all income, revenues and profits derived by Defendant in connection with maintaining and safeguarding Plaintiff's

1 finances and investments, and Defendant continues to fail and/or refuse to provide any such accounting
 2 to Plaintiff, it is not clear that the remedy at law would be as full, adequate, and expeditious as it is in
 3 equity.

4 127. Defendant has received, and continues to receive, significant income and revenues in
 5 connection with the conversion and unlawful misappropriation of Plaintiff's funds and property, in
 6 addition to the transfer of title of certain property rightfully belonging to Plaintiff by improper means.

7 128. The amount of money and property rightfully due to Plaintiff from Defendant is
 8 unknown to Plaintiff and cannot be ascertained without a full accounting and tracking of all of
 9 Defendant's bank accounts and business receipts and all funds Defendant was responsible for
 10 safeguarding and maintaining on behalf of Plaintiff.

11 129. Plaintiff has demanded an accounting of the aforementioned receipts and funds from
 12 Defendant and payment of the amounts found due to Plaintiff, but Defendant has failed and refused,
 13 and continues to fail and refuse, to render such an account and pay such sums and transfer such titles.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, based upon the foregoing, Plaintiff Darren G. McFadden respectfully requests
 16 that this Court enter a final judgment in his favor and as against Defendant Michael Vick as follows:

- 17 1. For damages in an amount in excess of \$15,000,000.00;
- 18 2. For all actual, general, special, economic and compensatory damages according to proof
 19 at trial;
- 20 3. For punitive damages in an amount according to proof;
- 21 4. That Defendant be ordered to furnish Plaintiff with a complete and accurate accounting
 22 of all of Plaintiff's monies overseen or managed by Defendant, including all revenues or
 23 profits Defendant derived through the ownership or control of Plaintiff's funds, and all
 24 real or personal property Defendant purchased or acquired with Plaintiff's funds;
- 25 5. The imposition of a constructive trust in favor of Plaintiff of all benefits, property and
 26 monies improperly received by Defendant as a result of his wrongful conduct and
 27 disgorgement and restitution of any such benefits, property and monies improperly
 28 received by Defendant as a result of his wrongful conduct;

6. For pre-judgment interest on all damages, at the legal rate;
7. For costs of suit, including attorneys' fees; *and*
8. For such other relief as the Court deems just and proper.

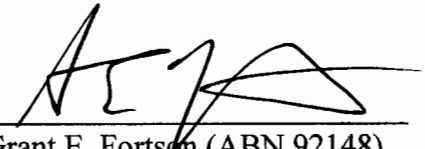
DEMAND FOR JURY TRIAL

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

DATED: June 7, 2016

Respectfully Submitted,

LAX, VAUGHAN, FORTSON,
ROWE & THREET, P.A.
Cantrell West Building
11300 Cantrell Road, Suite 201
Little Rock, AR 72212
(501) 376-6565
(501) 376-6666 (facsimile)
gfortson@laxvaughan.com

By: 
Grant E. Fortson (ABN 92148)

OF COUNSEL:

Simran A. Singh, Esq. (*Pro Hac Vice* to be Filed)
ssingh@singhtraubenlaw.com

Michael A. Trauben, Esq. (*Pro Hac Vice* to be Filed)
mtrauben@singhtraubenlaw.com

SINGH, SINGH & TRAUBEN, LLP
400 S. Beverly Drive, Suite 240
Beverly Hills, CA 90212
Tel: (310) 856-9705
Fax: (888) 734-3555

Attorneys for Plaintiff
DARREN G. MCFADDEN

EXHIBIT “A”

ARKANSAS GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, Darren McFadden, 13485 Campus Drive, Oakland, CA 94619, appoint Michael Vick, 8906 Pea Ridge Circle, Mabelvale, AR 72103, as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

_____ (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Arkansas, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

_____ (B) Tangible personal property transactions. To lease, sell, mortgage, purchase,



exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Arkansas or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

_____ (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

_____ (D) Commodity and option transactions. To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

_____ (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

_____ (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any

business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

_____ (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

_____ (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

_____ (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

_____ (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

_____ (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security,

unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

_____ (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

_____ (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

Duke (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

Successor Agent. If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF ARKANSAS AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 10th day of August, 2008



[Your Signature]

STATEMENT OF WITNESS

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

 [Signature of Witness #1]

Debra L. Humphrey [Printed or typed name of Witness #1]

1400 Old Forge Dr. [Address of Witness #1, Line 1]

Little Rock, Ar. 72227 [Address of Witness #1, Line 2]

 [Signature of Witness #2]

Lester M. Miller [Printed or typed name of Witness #2]

2211 So. Teller [Address of Witness #2, Line 1]

Little Rock, Ar 72227 [Address of Witness #2, Line 2]

A Note About Selecting Witnesses: The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

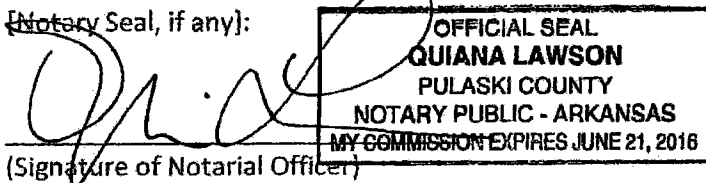
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ARKANSAS

COUNTY OF Pulaski

This document was acknowledged before me on AUGUST 10, 2014 [Date] by
DARREN MCGADDEN [name of principal].

[Notary Seal, if any]:



Notary Public for the State of Arkansas

My commission expires: June 21, 2016

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

MICHAEL VICK
[Typed or Printed Name of Agent]

Michael Vick
[Signature of Agent]

PREPARATION STATEMENT

This document was prepared by the following individual:

MICHAEL VICK
[Typed or Printed Name]

Michael Vick
[Signature]

EXHIBIT “B”

STATE OF Arkansas)
COUNTY OF Pulaski)ss.

Before the undersigned Notary Public, duly qualified and acting in and for said State and County, appeared Darren G McFadden, who stated the following under oath after being duly sworn:

1. My name is Darren G McFadden. I am 21 years old, of sound mind, and a resident of Oakland, California.
2. Appoint Michael Vick, presently residing at 8906 Pea Ridge Circle, Mabelvale, AR, as my Financial Representative to act on my behalf for the following banking transactions only.
3. Allow Michael Vick to receive balance information and/or statements on any of my deposit and/or loan accounts with Signature Bank of Arkansas.
4. Allow Michael Vick to deposit funds into any of my deposit and/or loan accounts with Signature Bank of Arkansas.
5. Allow Michael Vick to transfer funds from any of my deposit and/or loan accounts to my mother, Mini Imah H Muhammad's account.
6. Allow Michael Vick to transfer funds from any of my deposit and/or loan accounts to my father, Gralon McFadden's account.
7. Allow Michael Vick to transfer funds from any of my deposit and/or loan accounts to Michael A Conley's account.

EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

IN WITNESS WHEREOF, I hereunto set my hand on this 13th day of JANUARY, 2009.

Darren G McFadden
Darren G McFadden

Subscribed and sworn to before me, a Notary Public, this 13th day of JANUARY, 2009.

[Signature]
Notary Public

My Commission Expires: June 21, 2016

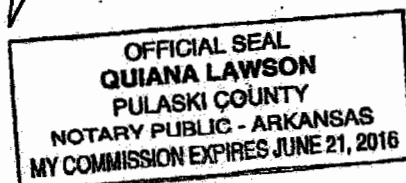


EXHIBIT “C”

POWER OF ATTORNEY REVOCATION

I, DARREN MCFADDEN, having the authorization to grant and revoke the power of general attorney, do hereby revoke, annul, cancel and nullify, in its entirety, the power of attorney bestowed to MICHAEL VICK on the 15th day of MAY 20 15, in the county of PULASKI in the state of ARKANSAS.

All authority, rights and powers previously granted to the aforementioned attorney are now rescinded, terminated, and dismissed, as of the date proceeding this statement.

Name of Grantor: DARREN MCFADDEN

Signature: *Darren McFadden*

Revocation of Power of Attorney executed this day, the 15th of MAY 20 15

In the

State of: ARKANSAS

County of: PULASKI

On the 15th day of May 20 15, Tametra Lasha Massey Notary

personally appeared, Darren McFadden, known by me personally or proven, under oath or signature, to be the person who is subscribed, by name, to the instrument in question, and that she/he/they executed the instrument within her/his/their authorized capacity(ies) either on their behalf or upon the behalf of the person who authorized the transaction.

I attest, under the penalty of perjury within the state of Arkansas that the above statement is completely factual and true.



Witness by my hand and official seal: *Tametra Lasha Massey*

Signature

Affiant: ☐ Known ☐ Unknown

ID Produced _____

[Handwritten mark]

ARKANSAS GENERAL DURABLE POWER OF ATTORNEY

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EVEN IF YOU BECOME DISABLED OR INCOMPETENT

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I, Darren McFadden, 13485 Campus Drive, Oakland, CA 94619, appoint Michael Vick, 8906 Pea Ridge Circle, Mabelvale, AR 72103, as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

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Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

_____ (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Arkansas, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

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_____ (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

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unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

_____ (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

_____ (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

D. H. H. (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

Successor Agent. If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF ARKANSAS AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

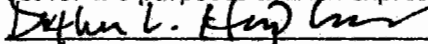
Signed this 10th day of August, 2008



[Your Signature]

STATEMENT OF WITNESS

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.



[Signature of Witness #1]

Debra L. Humphrey

[Printed or typed name of Witness #1]

1400 Old Forge Dr.

[Address of Witness #1, Line 1]

Little Rock, Ar. 72227

[Address of Witness #1, Line 2]



[Signature of Witness #2]

Lester M. Mathis

[Printed or typed name of Witness #2]

2211 So. Teller

[Address of Witness #2, Line 1]

Little Rock, Ar 72224

[Address of Witness #2, Line 2]

A Note About Selecting Witnesses: The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

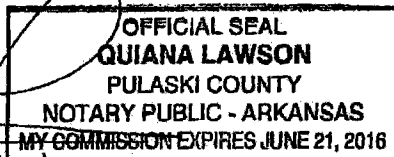
STATE OF ARKANSAS

COUNTY OF Pulaski

This document was acknowledged before me on AUGUST 10, 2014 [Date] by
DARREN MCGADDEN [name of principal].

[Notary Seal, if any]:

[Signature]
[Signature of Notarial Officer]



Notary Public for the State of Arkansas

My commission expires: June 21, 2016

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

MICHAEL VICK
[Typed or Printed Name of Agent]

[Signature]
[Signature of Agent]

PREPARATION STATEMENT

This document was prepared by the following individual:

MICHAEL VICK
[Typed or Printed Name]

[Signature]
[Signature]

STATE OF Arkansas)
COUNTY OF Pulaski)ss.

Before the undersigned Notary Public, duly qualified and acting in and for said State and County, appeared Darren G McFadden, who stated the following under oath after being duly sworn:

1. My name is Darren G McFadden. I am 21 years old, of sound mind, and a resident of Oakland, California.
2. Appoint Michael Vick, presently residing at 8906 Pea Ridge Circle, Mabelvale, AR, as my Financial Representative to act on my behalf for the following banking transactions only.
3. Allow Michael Vick to receive balance information and/or statements on any of my deposit and/or loan accounts with Signature Bank of Arkansas.
4. Allow Michael Vick to deposit funds into any of my deposit and/or loan accounts with Signature Bank of Arkansas.
5. Allow Michael Vick to transfer funds from any of my deposit and/or loan accounts to my mother, Mini Imah H Muhammad's account.
6. Allow Michael Vick to transfer funds from any of my deposit and/or loan accounts to my father, Gralon McFadden's account.
7. Allow Michael Vick to transfer funds from any of my deposit and/or loan accounts to Michael A Conley's account.

EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

IN WITNESS WHEREOF, I hereunto set my hand on this 13th day of JANUARY, 2009.

Darren G McFadden
Darren G McFadden

Subscribed and sworn to before me, a Notary Public, this 13th day of JANUARY, 2009.

[Signature]
Notary Public

My Commission Expires: June 21, 2016

