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JAN 29 2014

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF BERGEN  
FINANCE DIVISION

*Attorneys for Plaintiff Eric Inselberg*

ERIC INSELBERG,  
Plaintiff,

v.

NEW YORK FOOTBALL GIANTS, INC.,  
JOHN K. MARA, WILLIAM J. HELLER,  
CHRISTINE PROCOPS, EDWARD  
WAGNER, JR., JOSEPH SKIBA,  
EDWARD SKIBA, ELI MANNING,  
BARRY BARONE, PARK CLEANERS,  
INC. and JOHN DOES A-Z,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BERGEN COUNTY

Docket No.  
**L-975-14**  
Civil Action

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SUPERIOR COURT BERGEN COUNTY

COMPLAINT AND JURY DEMAND

JAN 29 2014

*Laura A. Smallbone*  
DEPUTY CLERK

Plaintiff, ERIC INSELBERG ("Inselberg" or "Plaintiff"), having his mailing address at P.O. Box 833, in Short Hills, New Jersey, by way of Complaint against the Defendants NEW YORK FOOTBALL GIANTS, INC., JOHN K. MARA, WILLIAM J. HELLER, CHRISTINE PROCOPS, EDWARD WAGNER, JR., JOSEPH SKIBA, EDWARD SKIBA, and ELI MANNING (collectively, the "Giants"), and against the Defendants PARK CLEANERS, INC., BARRY BARONE, and JOHN DOES A-Z, (all of the foregoing collectively referred to as "Defendants") says:

## **NATURE OF THE ACTION**

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.

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.

These acts of obstruction and perjury achieved their purpose: The FBI never learned about how several 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: the Plaintiff, 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.

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## THE PARTIES

1. Plaintiff Eric Inselberg, age 42, is an inventor and entrepreneur primarily engaged in business ventures connected with professional sports. The most significant of Inselberg's ventures, and the one in which he invested the most time and money, was creating an innovative portfolio of media-related patents that would revolutionize the way in which audiences participate and interact during live events, including, *e.g.*, football games or concerts. Inselberg is also an avid collector and reseller of sports memorabilia.

2. Defendant New York Football Giants, Inc. (the "Giants" or the "Team"), 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. The Giants own and operate 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. The Giants are currently valued at approximately \$1.55 billion with \$338 million annual revenue, making the Giants the fourth most valuable NFL franchise and the ninth most valuable franchise in all of American sports.

3. 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.

4. 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.”

5. 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.

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

7. 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.

8. 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.

9. Defendant Eli Manning (“Manning”) 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 including a partnership with memorabilia retailer Steiner Sports, LLC (“Steiner Sports”), a New York Limited Liability Company specializing in sports memorabilia and marketing. 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.

10. Defendant Barry 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).

11. 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.

12. 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**

13. 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 Worn” (a/k/a/ “Game Used”) – These items were actually used or worn by a player 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 yet 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/or are sold or traded with the description “authentic jersey” or some other similar moniker.

14. The credibility of the seller is critical to the sale of game-worn memorabilia because it is often difficult if not impossible to verify the authenticity of items being sold. Credibility can be established with potential buyers by explaining 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.

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

15. 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.

16. Inselberg's passion for collecting sports memorabilia evolved from a hobby into a lucrative business. By the mid-2000s, Inselberg gradually began to arise as one of the foremost

sports memorabilia collectors and resellers in the nation.

17. Prior to October 2011, Inselberg operated a profitable business selling unique and authentic sports memorabilia. Inselberg formed 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, but rather, were entities utilized for Inselberg's sports memorabilia business transactions. Both companies are now defunct.

18. Inselberg obtained game worn memorabilia through numerous channels, including direct acquisitions from many 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 re-sale.

19. Inselberg's largest supplier, by far, was the Giants via their equipment management staff, in addition to several players. 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. Beginning in or about 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.

20. 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 the Giants' Field Security Manager, Terry Mansfield, who communicated this information to Defendants Mara and Procops. Inselberg provided this documentation at the request of Joe Skiba, who was hoping to improve his position in the equipment room.

21. 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.

22. 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 New York Giants, as well as the New York Jets, the New Jersey Nets, the New Jersey Devils, and the Philadelphia Eagles. Inselberg purchased game-worn sports memorabilia from each of those teams through Park Cleaners. 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.

23. Through the Skibas, Inselberg was introduced to other teams' equipment managers, from whom Inselberg was able to acquire those other teams' game-worn memorabilia. The Skibas also sold other NFL teams' game-worn memorabilia to Inselberg directly, after having acquired items from other teams themselves. Such items sold directly to Inselberg included, among other things, NFL star players' jerseys and Pro Bowl helmets.

24. Acquiring sports memorabilia from equipment staff as Inselberg did was standard practice among professional sports teams. Moreover, Inselberg's acquisition of memorabilia from the Giants has been ratified by the Giants' management as legitimate.

### **Plaintiff's Other Business Ventures**

#### **The Football Helmet Design Patents ("Helmet Patents")**

25. 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, though the long-term symptoms of such injuries often do not present until many years after retirement from the NFL. 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.

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

27. In connection with the business venture, Inselberg provided a line of credit to Joe and Ed Skiba in the amount of \$100,000.

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

29. 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.

30. 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.

31. The termination of communication between Inselberg and Joe Skiba effectively terminated the entire business venture. Without Skiba's ongoing involvement, 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.

### **The Wireless Audience Participation Patents (“Wireless Patents”)**

32. 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, in or about 2000, Inselberg began obtaining patents on the methods he invented. 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. Inselberg created a separate entity, Inselberg Interactive, LLC (“Interactive”), which became the registered owner of the patents.

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

34. 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).

35. In or about 2010, Interactive 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’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.

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

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

38. In or about 2007, Interactive was offered ten million dollars (\$10,000,000.00) by a third party patent aggregation and monetization company to acquire Interactive's entire patent portfolio. Interactive rejected the offer.

39. In or about August 2010, Interactive entered into a loan agreement with Frank Bisignano (hereinafter the "Bisignano Loan"). Bisignano was then the Co-Chief Operating Officer for JP Morgan Chase and CEO of Mortgage Banking at JP Morgan Chase. The Bisignano Loan was collateralized by, *inter alia*, Interactive's patent portfolio.

40. On or about December 20, 2010, Interactive 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.

41. Interactive defaulted on the Bisignano 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 was unable to do so. As a result, in or about January 2013, Inselberg was forced to authorize the transfer of the Interactive patent portfolio to Bisignano. The transfer was made effective as of April 2012, the date of the original default.

### **Plaintiff's Relationship with the Giants' Management**

42. Over time, Plaintiff's relationship with the 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**

43. 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.

44. The Legacy Club is the Giants' historical museum, containing game-used memorabilia from historic games 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.

45. In total, the Legacy Club contains memorabilia valued at approximately over \$1,000,000.00, almost all of which was generously loaned by Inselberg to the Giants free of charge from his own personal collection accumulated over his entire life.

46. Among the items of game-worn memorabilia in the Legacy Club are numerous items Inselberg obtained from Wagner and the Skibas.

47. In September 2010, the Legacy Club opened to great fanfare. As a person who prefers 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.

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

49. 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**

50. At the request of the Giants' Chief Marketing Officer, Mike Stevens, Inselberg Interactive presented its "Tapt-In" in-stadium wireless advertising service to the Giants over the course of several meetings in or about the fall of 2010. The Giants were very interested in the potential value to be realized by licensing Interactive'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.

51. The Giants did not ultimately acquire any licenses or other services from Interactive. The Giants nevertheless proceeded to implement many of the marketing methods that Inselberg and Interactive had presented to the Giants, without providing any form of compensation to Inselberg or Interactive.

52. 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. Many of those ideas were implemented by the Giants without providing any compensation to Inselberg.

### **Chase Banking Deal**

53. Acting on behalf of the Giants, Inselberg initiated contact with JPMorgan Chase executive Frank Bisignano, who was Inselberg's personal friend and a financier for Inselberg Interactive. Inselberg initiated contact with the goal of establishing JP Morgan Chase as a major sponsor in connect with the Giants'/Jets' new stadium. Inselberg participated in numerous meetings and conversations to facilitate the start of serious negotiations.

54. 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. 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." 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.

55. The discussions initiated by Inselberg resulted in Chase being installed as the official bank for the Giants. Upon information and belief, this banking deal resulted in tens of millions of dollars of revenue for the Giants and their affiliated entities.

56. 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.

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

57. 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.

58. In order to prove that a particular individual was engaged in such fraudulent activity, the Government sought to determine two numbers: (1) the number of game-worn jerseys that the individual could have obtained from sports teams, and (2) the number of jerseys sold by the individual which he had represented to be 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 was able to prove that some of the jerseys sold were not game worn as claimed. This showing was essential for the Government to obtain an Indictment from the Grand Jury against any particular individual.

59. 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.

60. Beginning in or about May 2010, the Government began contacting 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 he claimed.

61. 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 legitimate jerseys sold by Inselberg. That discrepancy directly and proximately caused Inselberg to be wrongly indicted for mail fraud.

### **THE DEFENDANTS' MISCONDUCT**

62. 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. That fraud was generally committed for personal gain and out of cold indifference to the importance that fans and memorabilia collectors place on authentic pieces of sports history. 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.

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

63. 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").

#### **Barry Barone**

64. Defendant Barone was first telephonically interviewed by the FBI on May 6, 2010. 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.

65. 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 having heat sealed at Park Cleaners were

for his own personal collection of football jerseys. 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. 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.

66. 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. In fact, it was Barone who formally introduced Inselberg to the Skibas for purposes of dealing in 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.

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

68. Upon 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**

69. The Government interviewed Wagner by telephone on or about February 11, 2011.

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.

70. 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.

71. 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 1990's. 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.

72. 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.

73. 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**

74. Joe Skiba was first telephonically interviewed by the FBI on February 14, 2011. According to the FBI investigation report, he 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.

75. 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.

76. 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 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.

77. 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**

78. Ed Skiba was first interviewed by the FBI on or about February 15, 2011. 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.

79. 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.

80. 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.

81. 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.

82. Upon information and belief, the impetus for Ed Skiba changing his statements in March 2011 was a submission made by Inselberg to Defendants Heller and Mara. Defendant Heller, realizing that Inselberg had evidence that would prove that Ed Skiba had deceived the FBI agent, instructed Ed Skiba to alter his statements just enough to avoid being refuted by the evidence that Heller knew Inselberg had.

83. Upon information and belief, Heller and Mara were unaware that Inselberg had significantly more evidence of purchases from the Skibas than had been provided to Heller and Mara.

**The Giants' General Counsel Worked Tirelessly to Insulate the Giants from the FBI Investigation and Potential Negative Publicity**

84. It is no mere coincidence that all four individuals affiliated with the Giants lied to the FBI. To the contrary, upon information and belief, these witnesses were coerced, convinced, manipulated, persuaded, instructed, and intimidated into lying by the Giants' own General Counsel, Defendant Heller, who was concerned about the potential fall-out should Giants employees and vendors be implicated in misconduct by Inselberg.

85. Upon information and belief, Heller became involved in preparing the Giants' response to the Government investigation prior to February 2011. The Government's investigation was likely to have been particularly distressing to Heller because he was so new at his job, having only started in October 2010. It is likely that Heller would have been blamed should any significant damage to the Giants' brand or public image have occurred so soon during his watch.

86. Heller was personally involved in preparing witnesses to be interviewed by the FBI, and he participated in several of the FBI's interviews. Heller also retained his old law firm, McCarter & English, to act as the Giants' outside counsel. Heller and outside counsel also conducted an internal investigation, the results of which were reported to John Mara in or about the summer of 2011.

87. Heller and the Giants' outside counsel spoke over the phone with the lead investigating FBI agent and Assistant U.S. Attorney on multiple occasions between February and October 2011, separate and apart from the specific witness interviews detailed above.

88. Upon information and belief, during witness preparation meetings and interviews conducted during the course of the Giants' internal investigation, Heller attempted to convince the witnesses that they had to distance themselves from Inselberg, and thus discredit Inselberg's claim that the Giants were a significant source of game-used memorabilia. Heller accomplished this, in part, by repeatedly suggesting that Inselberg was guilty of fraud and warning 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.

89. For example, Heller made the following misleading, intimidating, and manipulative statements to Joe 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.

90. 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 had been engaged in such sales long before the Skibas ever started working for the Giants. Specifically, Heller threatened to have the Skibas fired and/or to make them pay the Giants for the full value of the items that they had sold.

91. Upon information and belief, Heller promised the Skibas that they would not be punished for having sold Giants' memorabilia to Inselberg so long as they did as Heller instructed

them to do when speaking to the Government.

92. Once he successfully convinced the witnesses that they had to lie to save themselves and their jobs, Heller proceeded to dictate specifically what the witnesses should say regarding the volume of the witnesses' memorabilia sales to Inselberg. For example, Heller told the Skibas, "That's for us [the Giants' management] to worry about. We're going to put our heads together and figure out what we are telling them [the Government]." On another occasion, Heller explained, "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."

93. The way the Giants wanted the witnesses to answer, according to Heller, was to say that the amount of memorabilia sold to Inselberg was significantly less than it actually had been. Heller additionally instructed the witnesses that it was their responsibility to ensure that the Giants avoided adverse publicity associated with being the potential subject of the Government's investigation.

94. The witnesses believed that they would lose their jobs if they retained independent counsel. The result was that the witnesses relied solely upon the Giants' attorneys, including Heller, every step of the way.

95. The fact that Heller and the Giants' outside counsel were the only attorneys working with the Skibas posed, in Heller's own words, "an ethical dilemma." According to the FBI report of the February 15, 2011 interview of Ed Skiba, 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.

96. Upon information and belief, Heller's main reason for cutting the interview short was that he realized Ed Skiba had been caught in a lie. Just moments before being confronted by the FBI agent with the fact that Inselberg had written checks to Ed Skiba that were expressly for "Giants jerseys," Ed Skiba had stated that he "has never sold or given a Giants helmet or jersey to anyone."

97. Heller's description of an "ethical dilemma," however, severely understated the real and significant conflict of interest that existed once it was apparent that the Skibas' interests diverged from those of the Giants. Nevertheless, Heller continued to advise and counsel Ed Skiba and his brother in connection with the Government's investigation.

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

99. 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.

100. In or about late February 2011, Inselberg reached out directly to Heller in an attempt to show Heller that he was innocent of the charges because he had obtained all of his memorabilia through legitimate sources, including specifically the Giants' equipment staff. He sent a detailed letter to Heller, copied to John Mara, in which he provided documentary evidence of both his

business and personal relationships with the Giants' equipment staff, particularly Wagner. In that letter, Inselberg states, "Disparaging and untrue remarks by Ed Wagner and the Agent in which they have tried to embarrass, discredit and slander me is causing a great deal of anxiety and distress. My hope is that you will look at all the facts and provide me the opportunity to tell my side of the story in its entirety." Accompanying that letter, were numerous supporting documents showing Inselberg's involvement with the Helmet Patents, and documenting Inselberg's purchases from Wagner.

101. As detailed above, just days prior to Inselberg sending this letter, Ed Wagner and the Skibas gave false statements to the FBI essentially claiming that they had never sold *any* memorabilia to Inselberg.

102. Upon information and belief, when Heller received Inselberg's February 21, 2011 letter, he realized that the supporting evidence clearly established that the Skibas had sold at least *some* memorabilia to Inselberg. Prior to allowing the Skibas to speak with the FBI again, Heller convinced the witnesses to change their stories to admit that they had sold some memorabilia to Inselberg, in order to avoid the FBI agent deciding to take a closer look at the Skibas and, in turn, the Giants. Nevertheless, consistent with Heller's express or implied instructions, the Skibas' subsequent statements significantly understated the volume of memorabilia sold to Inselberg.

103. On or about March 22, 2011, Heller, along with the Giants' outside counsel, 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 that the arrangement was a "sham."

104. Upon information and belief, Barone directly and indirectly confederated and conspired with employees of the Giants to determine what he would say to the FBI and, as detailed below, to the Grand Jury as well.

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

105. 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.

106. 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.

### **Barry Barone**

107. 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.

108. 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.

109. 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.

110. Upon 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. 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, Defendant 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.

111. Upon information and belief, Barone confederated and conspired with the Giants and others to provide a consistent but materially false story to the Grand Jury. Barone's perjury was caused by Defendant Heller, directly through communications with Heller, indirectly through discussions with Wagner and/or the Skibas, or both.

112. Upon 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**

113. 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.

114. 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.

115. 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.

116. 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**

117. 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 players 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.

118. 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 Giants' Involvement in Game-Used Memorabilia Fraud**

119. A significant reason why the Giants deceived the federal investigation and the Grand Jury was because of their own long-standing involvement in game-used memorabilia fraud.

120. In or about 2001, Wagner directed Barone to intentionally damage multiple Giants jerseys to make them appear to have been game-worn when they had not been. Inselberg discovered this when he walked into the Park Cleaners store and caught Barone in the act of doctoring jerseys. Barone explained that the fraudulently altered jerseys were not intended for Inselberg, but for an unidentified third party. Barone swore to Inselberg that he had never committed fraud in connection with anything that ended up in Inselberg's possession.

121. 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.

122. According to admissions he made to Inselberg, Joe Skiba has created fraudulent memorabilia at the direction of the Giants' management and players. Chief among those players

is the team's starting quarterback, Defendant Eli Manning, who has on several occasions directed Skiba to take non-game-worn helmets and make them appear to have been worn so that Manning could pass them off as the actual helmets worn by him during games. Manning typically gives helmets that he claims to be game-worn to Steiner Sports.

123. Upon information and belief, Manning has an exclusive contract with Steiner Sports. Among other things, this contract requires Manning to give his game-worn memorabilia to Steiner Sports. Moreover, this exclusive contract is public knowledge, and the Giants' owners and management are aware 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 without providing compensation to the Giants.

124. Upon information and belief, in or about 2005, Defendant Manning instructed Joe Skiba to provide him with a helmet that appeared to have been worn in a game. Skiba did as directed, and Manning took the helmet, signed it, and placed it into the market, falsely claiming that it was a helmet used during his 2004 rookie season. In or about November 2013, that same helmet was listed for sale by a prominent memorabilia auction house. It is unknown whether or not that helmet was actually sold to some unwitting buyer, because the listing has since been removed from the auction house's website.

125. 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.

126. In or about the summer of 2008, Joe Skiba took a different helmet and made it appear as if it had been worn by Manning during Super Bowl XLII. Skiba did so at the request of

Pat Hanlon, the Giants' Vice-President of Communications, who is responsible for promoting the Giants' brand and putting a positive spin on Giants-related news, including trying to prevent unflattering news of the Giants from spinning out of control. Hanlon asked Joe Skiba for Manning's Super Bowl XLII helmet because the Giants intended to display it alongside David Tyree's Super Bowl XLII helmet to commemorate the miraculous play that enabled the Giants to win the game and defeat the previously unbeaten New England Patriots. When Joe Skiba told Hanlon that the helmet was no longer available, Hanlon asked Skiba to create a replica "show helmet."

127. Inselberg learned about the forgery on or about June 17, 2008 when a press release claimed that Manning's Super Bowl XLI helmet – the helmet Inselberg had in his possession – would be on display at the Sports Museum of America in New York City.

128. In or about the fall of 2008, the fake Manning 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. 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.

129. In or about the spring of 2008, Eli Manning instructed Joe Skiba to take unused jerseys and helmets and make the items appear to have been worn during games. Skiba followed Manning's instructions and provided the requested items to Manning, who in turn gave them to Steiner for resale. Upon information and belief, Manning misrepresented the nature of the items

to Steiner by claiming that he had worn them during Giants games. Those items in turn were sold by Steiner to unwitting customers and sent to them via the mails.

130. An email exchange between Inselberg and Joe Skiba on August 30 and 31, 2008, reflects Joe Skiba's admission that Manning instructed him to create false game worn memorabilia.

On August 30, 2008 at 8:27 PM, Inselberg wrote:

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...

*See Exhibit B (copy of the email exchange).*

131. Upon information and belief, Steiner Sports has received numerous complaints from customers who purchased Manning's supposedly game-worn helmets. The angry customers told Steiner that the purchased helmets' markings failed to match the markings that appeared in pictures of Manning's helmets that were taken during games. Nevertheless, because Manning represented to Steiner that these were his game-worn helmets, Steiner has proceeded to market and sell the helmets to memorabilia collectors. Based on Manning's representations, even helmets returned by angry customers were resold by Steiner Sports as supposedly game-worn Eli Manning helmets.

132. Prior to the Skibas' false testimony before the Grand Jury, Defendant Heller was aware of Manning's involvement in game-worn memorabilia fraud, as he was directly placed on notice of it by Inselberg and Inselberg's attorney on several occasions. For example, in a letter dated September 28, 2011, Inselberg's attorney wrote to Heller:

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.

Within a few weeks of receiving this letter, Heller contacted Inselberg directly and advised him that he should get a different attorney.

133. In or about 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. Inselberg purchased the supposed backup helmet from Steiner for approximately \$11,500.00, and a separate unknown collector purchased the supposedly game-worn helmet for approximately \$46,000.00.

134. 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. Upon 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.

135. Had the FBI or the media learned about the foregoing incidents of game-worn memorabilia fraud, among others, the consequences for the organization and the team would have been devastating. Upon information and belief, the Giants were willing to obstruct justice and suborn perjury to prevent that from happening.

## **THE WRONGFUL INDICTMENT**

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

136. On October 25, 2011—the same date that Joe and Ed Skiba testified, and over a year after it began investigating Inselberg—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.

137. 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.

138. 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.

139. 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.

140. On September 4, 2012, the Grand Jury returned a superseding Indictment charging Inselberg with four counts of mail fraud. If he had been convicted, Inselberg 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.

141. 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. Upon 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.

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

142. 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.

143. 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.”

144. On April 16, 2013, Inselberg’s attorneys filed a Reply Brief noting that the Government’s response to Inselberg’s pretrial motions did not in any way dispute that Inselberg’s Indictment was wrongfully procured in reliance upon the Giants’ witnesses lies and perjury.

145. On April 18, 2013, just two days after Inselberg filed a reply brief noting the Government's failure to make any argument that the Giants' witnesses told the truth, the Government filed a two-sentence motion to dismiss the case and all charges against Inselberg.

146. Before ruling on the unexplained motion, the Court wanted to understand what was going on. 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." *See* Exhibit C, at 2 (transcript of May 2, 2013 proceedings).

147. While Inselberg is no longer facing the specter 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.

#### **ACTUAL DAMAGES**

148. 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.

149. 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.

150. 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.

151. 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.

152. Inselberg's burgeoning business based on his Wireless 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 Bisignano Loan and relinquish ownership of the patents, as described above. If Inselberg had not been indicted, none of these losses would have occurred.

153. In addition to lost ownership and royalties from the Wireless 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.

154. Subject to expert valuation, Inselberg's losses with regard to the patents are at least \$10 million—the amount of an offer made (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 Bisignano Loan were the direct and proximate results of the Defendants' misconduct.

155. 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 approximately \$80,000, 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.

156. 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.

157. 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.

158. 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.

159. 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.

160. 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.

161. 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.

162. 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.

163. 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.

## COUNT ONE

### (New Jersey Civil RICO - N.J.S.A. 2C:41-1 et seq.)

164. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

165. This Count is against Defendants New York Football Giants, Heller, Manning, Wagner, Joe Skiba, Ed Skiba, Barone, Park Cleaners, and John Does A-Z (collectively, the “RICO Defendants”).

166. The RICO Defendants violated the New Jersey Civil RICO statute by committing or 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 Enterprise**

167. The New York Giants football program is an association in-fact comprised of numerous principal corporations, including Defendant New York Football Giants, Inc., corporate vendors, such as Defendant Park Cleaners, and individuals, including Defendants Mara, Heller, Manning, Wagner, Joe Skiba, Ed Skiba, Procops, and Barone (the “Giants Enterprise”). Numerous unnamed non-parties are likewise members of the Giants Enterprise.

168. The Giants Enterprise is engaged in numerous activities which 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 disposal of uniforms and equipment.

169. The members of the Giants Enterprise played specific and well-defined roles in the process of enabling the Giants football team to compete in the NFL.

170. The members of the Giants 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.

171. Part of the Giants Enterprise entails the trade, distribution, and display of the Giants' game-used sports memorabilia, which is an important part of promoting the team's brand (i.e. its image) with its fans and with the general public. The Giants' equipment staff (Wagner and the Skibas) engaged in this practice both directly, for personal profit as a side-benefit of their positions within the Giants Enterprise, and indirectly, by helping players sell and distribute their own game-used items. Many of the team's players (including Manning) sell 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.

172. The Giants Enterprise is an enterprise within the meaning of *N.J.S.A. 2C:41-1(c)*.

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

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

174. The RICO Defendants did conspire and agree with one another to conduct or participate, directly or indirectly, in the conduct of certain of the Giants Enterprises 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.

175. The acts commenced by Defendants while participating in the affairs of the Giants 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**

176. The RICO 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.

177. The RICO 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.

178. 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.

179. 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).

180. As alleged in detail above, the RICO Defendants, in violation of 18 U.S.C. § 1341 and 18 U.S.C. § 1343, willfully and knowingly devised schemes or artifices: to defraud Plaintiff 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 RICO 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.

181. The RICO 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 and the Grand Jury, as alleged in detail above, in violation of 18 U.S.C. § 1503.

182. 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 RICO Defendants also violated 18 U.S.C. § 1512(c) by corruptly obstructing, influencing, and impeding an official proceeding.

183. 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

184. To the extent that certain of the RICO 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.

185. Defendants New York 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 these corporations did in fact benefit from their principals', agents', and employees' racketeering activities.

#### **Standing and Proximate Cause**

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

187. Inselberg has standing to bring this claim based on the above-detailed allegations of damages caused by the pattern of racketeering activity. In addition to the damages described above, the RICO 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.

188. By reason of the foregoing, the RICO 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**

### **(Tortious Interference with Prospective Economic Advantage)**

189. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

190. This Count Two is against all Defendants, who have individually and collectively engaged in tortious interference with prospective economic advantage.

191. Plaintiff 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 Plaintiff.

192. By engaging in the course of conduct described herein, Defendants maliciously interfered with Plaintiff's reasonable expectations of economic advantage, because Defendants acted intentionally and without justification or excuse.

193. 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.

### **COUNT THREE**

#### **(Tortious Interference with Contractual Relations)**

194. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

195. This Count Three is against all Defendants, who have individually and collectively engaged in tortious interference with contractual relations.

196. Inselberg previously entered into a series of contracts in connection with his patents and his sports memorabilia business.

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

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

### **COUNT FOUR**

#### **(Malicious Prosecution)**

199. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

200. This Count Four is against Defendants New York Football Giants, Heller, Wagner, Joe Skiba, Ed Skiba, Park Cleaners, Barone, and John Does A-Z, who are individually and collectively responsible for the malicious prosecution of Eric Inselberg.

201. By engaging in the course of conduct described above, Defendants instituted criminal action against Inselberg by causing Inselberg to be indicted by the Grand Jury as a direct and proximate result of their conduct and testimony.

202. Defendants' conduct was actuated by malice, insofar as the Defendants sought to implicate Inselberg in wrongdoing in order to avoid prosecution for their own misconduct.

203. There was an absence of probable cause to support Inselberg's Indictment.

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

205. 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 FIVE**

#### **(Abuse of Process)**

206. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

207. This Count Five is against Defendants New York Football Giants, Heller, Wagner, Joe Skiba, Ed Skiba, Park Cleaners, Barone, and John Does A-Z, who have individually and collectively engaged in abuse of process.

208. By engaging in the course of conduct described above, Defendants made an improper, unwarranted, and perverted use of the grand jury and criminal prosecutorial process after it had been issued.

209. As described above, Defendants had ulterior motives in securing the legal process against Inselberg.

210. By using the grand jury process to secure an indictment against Inselberg, Defendants acted under color of state law, in that they acted together with or obtained significant aid from state officials.

211. As a direct, proximate and foreseeable result of the Defendants' abuse of process, Inselberg has suffered and will continue to suffer harm.

## **COUNT SIX**

### **(Trade Libel)**

212. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

213. This Count Six is against Defendants New York Football Giants, Mara, Procops, Heller, Wagner, Joe Skiba, Ed Skiba, Park Cleaners, Barone, and John Does A-Z, who have individually and collectively engaged in trade libel.

214. 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.

215. 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.

216. 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 SEVEN**

#### **(Intentional Infliction of Emotional Distress)**

217. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

218. This Count is against Defendants New York Football Giants, Heller, Wagner, Joe Skiba, Ed Skiba, Park Cleaners, Barone, and John Does A-Z, who have acted intentionally and/or recklessly to inflict emotion distress upon Plaintiff.

219. Defendants' conduct, as set forth 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.

220. 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 EIGHT**

#### **(Quasi-Contract - Unjust Enrichment)**

221. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

222. This Count Eight is against Defendant New York Football Giants for its breach of quasi-contract and unjust enrichment.

223. The Giants misappropriation of Inselberg's wireless patent and marketing concepts and integration of them into the Giants' wireless platforms and the Giants entry into the lucrative banking deal with JP Morgan Chase, as set forth in detail above, conferred financial benefit upon

Defendants.

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

225. Defendant's unjust enrichment has caused Inselberg to be harmed and suffer damages.

### **COUNT NINE**

#### **(Quasi-Contract - *Quantum Meruit*)**

226. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

227. This Count Nine is against Defendant New York Football Giants for its breach of quasi-contract by failing to compensate Inselberg *in quantum meruit*.

228. By putting together the lucrative banking deal with JP Morgan Chase, Inselberg performed services for the Giants in good faith, and Giants accepted, used and enjoyed those services.

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

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

### **COUNT TEN**

#### **(Unfair Competition - Misappropriation)**

231. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

232. This Count Ten is against Defendants New York Football Giants and John Does A-Z.

233. The Giants 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” emanating from the Giants’ absolute failure to appropriately credit Inselberg for the use of Inselberg’s patented wireless marketing concepts and integration of them into the Giants’ wireless platforms;

b. Further engaging in “reverse palming off” emanating from the Giants’ deceitful omission from the public that Inselberg’s patented wireless marketing concepts used and integrated into the Giants’ wireless platforms were the work of Plaintiff;

c. Falsely designating the origin of Inselberg’s patented wireless marketing concepts 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 wireless patent concepts; and

d. Violating Inselberg’s generally recognizable right not to have his ideas, skills, efforts, contributions, time, and labor, misappropriated by another.

234. Inselberg’s patented wireless marketing concepts used and integrated into the Giants’ wireless platforms are novel and worthy of protection on grounds that said concepts are both innovative and original.

235. Inselberg’s patented wireless marketing concepts used and integrated into the Giants’ wireless platforms 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 Inselberg, either directly or indirectly.

236. As a result of Defendant's unfair competition and misappropriation, Plaintiff has been damaged thereby.

**COUNT ELEVEN**

**(Breach of Contract)**

237. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

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

239. 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.

240. Based on this agreement, Inselberg loaned approximately \$80,000 to Joe and Ed Skiba over the course of several years.

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

242. 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.

243. 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.

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

245. 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**

### **(Civil Conspiracy)**

246. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

247. 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.

248. 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.

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

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

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

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

### **COUNT THIRTEEN**

#### **(Aiding & Abetting)**

253. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

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

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

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

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

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

### **COUNT FOURTEEN**

#### **(Negligent Supervision)**

259. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

260. This Count Fourteen is against Defendants New York Football Giants, Mara, and Heller for their negligent supervision of Giants employees.

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

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

263. 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.

264. The Giants, conducting their activities through their employees and agents, are subject to liability for the harm to Inselberg resulting from their employees and agents' conduct, for being negligent and/or reckless in the supervision of their employees and agents' activities.

265. Defendants Giants, 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.

266. Defendants Giants, Mara and Heller could reasonably have foreseen that such qualities created a risk of harm to other persons, including Plaintiff.

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

268. Defendants Giants, 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.

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

**COUNT FIFTEEN**

**(Negligent Retention)**

270. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

271. 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.

272. 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.

273. 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, Plaintiff has suffered and continues to suffer damages.

**COUNT SIXTEEN**

**(Respondeat Superior)**

274. Plaintiff repeats the allegations of the preceding paragraphs as though fully set forth herein.

275. At all times relevant hereto, Mara, Heller, Procops, Wagner, and Manning, as well as the Skibas, acted as agents/employees on behalf of their employer, the Giants, while Barone acted as an agent/employee of Park Cleaners.

276. Defendants the New York Football Giants, Inc. and Park Cleaners, 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.

277. At all times relevant hereto, Mara, Heller, Procops, Wagner, Manning, and the Skibas, 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, Wagner, Manning, and the Skibas.

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

279. 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.

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

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

## PRAYER FOR RELIEF

WHEREFORE, Inselberg prays for relief as follows:

1. An award in favor of Inselberg 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. 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.

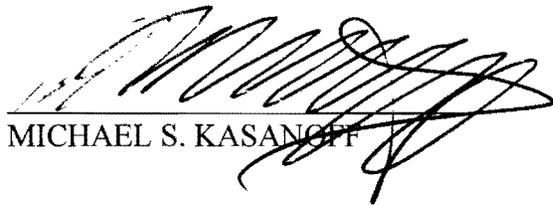
**DESIGNATION OF TRIAL COUNSEL**

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 29, 2014

  
MICHAEL S. KASANOFF

CLINTON BROOK & PEED

By:   
BRIAN C. BROOK

*Attorneys for Plaintiff Eric Inselberg*

# Exhibit A

**Intellectual Property of Inselberg Interactive, LLC**

		<b>Issued</b>			<b>Number of Claims</b>
<b>Country of Registration</b>	<b>Application No.</b>	<b>PATENT NO.:</b>	<b>Publication No.</b>	<b>Title</b>	<b>In Each Patent</b>
United States	09/656,096	6,434,398	Filed prior to 11/29/2000- Not Pulished	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	13
Australia	2001287073	2001287073	AU8707301	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	13
Canada	2,422,168	2,422,168	CA2422168	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	13
United States	09/854,267	6,650,903	2002-0029381	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	3
United States	10/661,871	6,975,878	2004-0058697	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	27
United States	11/266,783	7,123,930	2006-0068824	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	41
United States	11/542,819	7,522,930	2007-0026791	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	42
United States	11/894,163	7,860,523	2007-0287489	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	47
United States	12/927,580	8,131,279	2011-018994	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	20
United States	13/385,740	8,423,005	2012-0185324	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	22
United States	11/894,189	7,424,304	2007-0287378	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	87
United States	12/228,908	7,856,242	2009-0061917	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	94
United States	12/927,581	8,023,977	2011-0070916	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	20
United States	13/200,145	8,213,975	2012-003486	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	66
United States	13/507,131	8,412,172	2012-0252499	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	17
United States	12/381,701	7,693,532	2009-0177533	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	89
United States	10/378,582	6,760,595	2003-0144017	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	51
United States	10/792,170	6,996,413	2004-0171381	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	73
Australia	2004216690	2004216690	2004 09 16	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	73

**Intellectual Property of Inselberg Interactive, LLC**

		Issued			Number of Claims
<u>Country of Registration</u>	<u>Application No.</u>	<u>PATENT NO.:</u>	<u>Publication No.</u>	<u>Title</u>	<u>In Each Patent</u>
Canada	2518215	2518215	CA2518215	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	73
United States	11/300,208	7,248,888	2006-0094409	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	76
United States	11/725,759	7,587,214	2007-0197247	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	120
United States	11/347,993	7,263,378	2006-0154657	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	54
United States	11/799,139	7,792,539	2007-0202900	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	104
United States	12/456,524	7,797,005	2009/0276292	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	302
				..... TOTAL NUMBER OF CLAIMS - ALL PATENTS. ....	1540

# Exhibit B

**From:** Skiba, Joe <Jskiba@giants.nfl.net>  
**To:** emi44nyg [REDACTED]  
**Subject:** RE: manning steiner  
**Date:** Sun, Aug 31, 2008 7:29 am

---

BS ones, you are correct...

---

**From:** emi44nyg [REDACTED]  
**Sent:** Saturday, August 30, 2008 8:27 PM  
**To:** Skiba, Joe  
**Subject:** manning steiner

Hey Joe, my buddy was offered an eli game used helmet and jersey. Are these the bs ones eli asked you to make up becuase he didnt want to give up the real stuff? Let me know because I will tell him correctly so no flags are raised. Also when should I get from you the lettered 08 jerseys to switch out after each week? thanks eric

---

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# Exhibit C

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION

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UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ERIC INSELBERG, )  
 )  
Defendant. )

Docket No. 11 CR 50076  
Rockford, Illinois  
Thursday, May 2, 2013  
11:00 o'clock a.m.

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE PHILIP G. REINHARD

APPEARANCES:

For the Government: HON. GARY S. SHAPIRO  
Acting United States Attorney  
(327 S. Church Street,  
Rockford, IL 61101) by  
MR. MICHAEL D. LOVE  
Assistant U.S. Attorney

For the Defendant: (No Appearance)

Court Reporter: Mary T. Lindbloom  
327 S. Church Street  
Rockford, Illinois 61101  
(815) 987-4486

1 THE CLERK: 11 CR 50076, U.S.A. v. Eric Inselberg.

2 MR. LOVE: Good morning, your Honor. Mike Love on  
3 behalf of the United States.

4 THE COURT: Good morning. You say unopposed United  
5 States combined motions for leave to dismiss the indictment.  
6 What do you mean combined motions?

7 MR. LOVE: Well, the rule seems to contemplate that  
8 first I have to ask the court for permission to file a motion to  
9 dismiss, and so I wanted to do it in a single step, if possible.

10 THE COURT: All right. That's all right. Then I  
11 understand what it is. And Eric Inselberg is an isolated --  
12 it's one case; is that right?

13 MR. LOVE: That's correct, your Honor.

14 THE COURT: And let me just look and see. It's part of  
15 this sports memorabilia business that you have a number of  
16 indictments on, but they're all separate; is that correct?

17 MR. LOVE: That is correct, Judge.

18 THE COURT: And you're seeking to dismiss this because  
19 it's going to be prosecuted someplace else?

20 MR. LOVE: No, your Honor. It's a dismissal, complete  
21 dismissal. I can tell the court that the U.S. Attorney's Office  
22 reevaluated the strength of the case in light of some new facts  
23 that were pointed out to us by defense counsel, and we  
24 determined that the prosecution was no longer appropriate.

25 THE COURT: All right. I appreciate that, and that's

1 why I wanted to get you in front of me, to know what is  
2 happening. Also, there are pending motions that the defense  
3 counsel had filed.

4 MR. LOVE: That's correct, your Honor.

5 THE COURT: And those would be dismissed along with the  
6 case.

7 MR. LOVE: Yes, your Honor.

8 THE COURT: All right. I understand. And based on the  
9 government's motion, the indictment against Eric Inselberg will  
10 be dismissed, and all pending motions are denied as moot.

11 MR. LOVE: Thank you, your Honor.

12 THE COURT: Anything else?

13 MR. LOVE: No, your Honor.

14 THE COURT: And I take it that -- is there any bond  
15 that was posted, or was this a recog bond?

16 MR. LOVE: I believe -- my recollection is a recog  
17 bond, Judge.

18 THE COURT: All right. Well, if that's the case --  
19 you'll go back and check. I mean, if you find that there was a  
20 cash bond posted, then call Jen, and I would include that in my  
21 order that the bond can be released.

22 MR. LOVE: I understand, and I'll do that. I will also  
23 mention to the court that with regard to the other cases that  
24 involved sports memorabilia that are pending for sentencing  
25 before the court, one of the defendants, Schumaker, is going to

1 be continuing to cooperate in other matters through our --  
2 matters in our Chicago office.

3 The other defendants I have advised their attorneys  
4 that we had made the motion with regard to Mr. Inselberg and  
5 that I would be working with them and with the court to schedule  
6 their sentencings.

7 THE COURT: Usually, I would have -- the probation  
8 office would have gone ahead and done the PSRs. So, if that's  
9 the case, just notify Jen that you're ready and on which cases.

10 MR. LOVE: Okay. Will do, Judge.

11 THE COURT: And then if you want to -- probably about  
12 all of them are out-of-town attorneys?

13 MR. LOVE: Yes, they are, with the exception of  
14 Mr. Gaziano.

15 THE COURT: All right. Well, maybe you could give us  
16 an idea of dates, you know, a couple of dates, so we can  
17 schedule it.

18 MR. LOVE: Would you prefer to do them fairly close  
19 together since they're similar?

20 THE COURT: Probably. Probably. I do recall the  
21 pleas, and I know most of them are probably still businessmen.

22 MR. LOVE: That's correct, your Honor.

23 THE COURT: So, yes, it's helpful to have related --  
24 even though they're not directly related, they're all the same  
25 subject matter.

1 MR. LOVE: Correct.

2 THE COURT: Yes, that would help. So, I guess we want  
3 you to ahead of time talk with the other attorneys and say look  
4 it. We've got to start setting these for sentencing. And if  
5 you've got some suggested times in -- even as late as sometime  
6 late this month, you could do that, but June or July or August  
7 or September. The earlier the better.

8 MR. LOVE: Understood. I will let you know, Judge,  
9 that in one of them there was a typographical error and a  
10 difference between a date in the information to which the  
11 defendant pled guilty. That was the wrong date off by a year or  
12 a month, something like that. It was correct in the factual  
13 version in the plea agreement, but it was still our plan to  
14 advise the court and, if the court agrees, to schedule to redo  
15 the plea, I guess.

16 THE COURT: Well, usually, I think you -- an  
17 information you can amend on its face in front of me.

18 MR. LOVE: Yes.

19 THE COURT: And I don't think I have to go through the  
20 entire litany. I'll straighten it out.

21 MR. LOVE: Understood. Thank you, Judge.

22 THE COURT: All right.

23 MR. LOVE: Thank you.

24 THE COURT: That's all.

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(Which were all the proceedings had in the above-entitled cause on the day and date aforesaid.)

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

---

Mary T. Lindbloom  
Official Court Reporter

Brian C. Brook, Esq.  
(N.J. Bar No. 050442013)  
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mkasanoff@att.net

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

Plaintiffs,

v.

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, PARK CLEANERS, INC.,  
STEINER SPORTS MEMORABILIA,  
INC., PWL, INC. and JOHN DOES A-Z,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BERGEN COUNTY

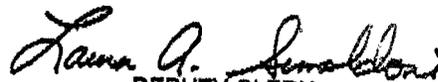
Docket No. BER-L-00975-14

Civil Action

**FIRST AMENDED COMPLAINT  
AND JURY DEMAND**

SUPERIOR COURT BERGEN COUNTY  
**FILED**

JAN 16 2015

  
DEPUTY CLERK

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:

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**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.steinersports.com](http://www.steinersports.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 a 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 *respondeat 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 refiling, including refiling 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

# Exhibit A

## LINE OF CREDIT AGREEMENT

This Line of Credit Agreement is made as of this 9<sup>th</sup> day of Sept, 2003 (the "Line of Credit Agreement"), by and among Joseph Skiba and Edward Skiba ("Borrower") and Eric Inselberg (the "Lender"). A Line of Credit is hereby established in the amount of \$100,000.00 for the benefit of the Borrower; provided, however, the Lender unilaterally may terminate the Borrower's privilege to request advances hereunder for a lower said amount. This Line of Credit will be subject to the following terms and conditions:

1. The Lender hereby establishes a revolving Line of Credit in Borrower's favor in the amount of \$100,000.00 provided however that no provisions of this agreement shall be deemed to require the Lender to advance any sum of money at any time. At any time the Borrower desires the Lender to advance any sum of money hereunder the Borrower may request same, and the Lender for no reason may deny such a request;
2. The loan made hereunder will bear interest at the rate of 4% annual as set forth in Promissory Note ("Note") attached as Exhibit A;
3. The occurrence of one or more of the following (herein called a "Default" or "Event of Default") shall constitute a Default by the Borrower hereunder:
  - (a) Default in the payment or performance of any liability or obligation of Borrower to Lender are of any covenant or liability contained or referred to herein the Note or in any other instrument, document or agreement evidencing any obligation.

- (b) The failure of Borrower to perform or to observe any of the provisions of any real estate mortgage, security agreement or other agreement or document now or hereafter evidencing or creating any security for the payment of the Note;
- (c) Any representation or warranty of the Borrower in connection with this Line of Credit Agreement or any document executed in accordance herewith or in pursuance thereof shall be binding on the date in which made;
- (d) The failure by Borrower to pay, when due, any amount due under the Note or the failure by the Borrower to pay when due any obligation of Borrower to Lender;
- (e) Borrower's insolvency, appointment of a receiver for all or part of the Borrower's property, the making of any assignment by Borrower for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or upon the issuing of any writ of attachment by trustee process or otherwise or a restraining order or injunction affecting any of the Borrower's property; provided, however if any such proceeding is commenced against Borrower the Borrower shall have thirty (30) days in which to cause such proceeding to be dismissed;
- (f) Insolvency of any guarantor of this Line of Credit Agreement and/or the Note or any obligation of Borrower to the Lender;

- (g) Death dissolution termination of existence declared insolvency or failure in business of the Borrower or any guarantor of this Line of Credit Agreement or the Note;
- (h) The admission in writing of the Borrower's insolvency or inability to pay debts generally as they become due or upon the deterioration of the financial condition of the Borrower with any endorser or guarantor of the Line of Credit Agreement of the Note, which results in the Lender deeming itself in good faith insecure;
- (i) Ninety (90) days after demand is made pursuant to the Note unless the Borrower has satisfied the Note in full.

Any such events caused by, or in occurring with regard to any one or more persons constituting the Borrower shall be deemed to be so caused by or to the Borrower.

In any event a Default occurs all obligations outstanding from the Borrower to the Lender including obligations pursuant to the Line of Credit Agreement and/or the Note shall immediately become due and payable without demand, resentment, protest or other notice of any kind all of which are hereby expressly waived. In the event of such event of default the Lender may proceed to enforce the payment of all obligations of Borrower to Lender and to exercise any and all of the rights, remedies afforded to Lender by law are under the terms of the Line of Credit Agreement or otherwise.

The Line of Credit Agreement is supplementary to each and every other agreement between the Borrower and the Lender and should not be so construed as to limit or otherwise to derogate from any other rights or remedies of Lender or any of the liabilities, obligations or undertakings of the Borrower under any such agreement, nor

shall any contemporaneous or subsequent agreement between Borrower and Lender be construed to limit or otherwise derogate from any of the rights or remedies of the Lender or any of the liabilities, obligations or under takings of the Borrower hereunder unless such other agreements specifically refers to the Line of Credit Agreement and is expressly so provided.

The Line of Credit Agreement and the covenants and agreements herein contained shall continue in full force and affect until all such obligations of liabilities and undertakings have been paid or otherwise satisfy in full. Note of Delay or Admission on the part of Lender in exercising any right hereunder shall operate as a waiver of such rights, or any other right in waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Lender on any future occasion. The Line of Credit Agreement is intended to take effect as a seal of instrument shall be governed by and construed in accordance with the laws of the State of New Jersey and shall be binding upon Borrower's legal representatives, successors and assigns and shall incur to the benefit of Lenders, successors and assigns.

Borrower hereby as an undertaking place in the control of Lender

2 2000 NFC Championship Rings + Boxes

which shall be held as collateral by Lender until full sums due and owing pursuant to this Line of Credit Agreement and the Note until all full sums due and owing are paid in full to Lender.

9/2/08  
2/2/08  
2/2/08

It is agreed by and between the parties that full sums due and owing pursuant to this Line of Credit Agreement and Note shall be paid from the proceeds on the date of sale of the patent known as Lightweight Resistant Helmet which all parties to this agreement stipulate and acknowledge that they have an interest in said patent. If in fact the patent is not sold but rather parties agree to bring to market the Lightweight Resistant Helmet that will be agreed by and between the parties that monies which may be entitled to by Borrowers for any gains or profits from said sales that Borrower shall transfer all said funds to Lender until such time as all monies due and owing pursuant to the Line of Credit Agreement and Note are paid in full. If sale fails to be completed on or before Dec 31, 2012 all monies drawn down shall become due and owing with a 45 day grace period

In consideration for this Line of Credit and the low interest being charged Borrower agrees to make all best efforts to introduce the Lender or any of Lender's entities, agents or subsidiaries to professional sports personalities for Borrower's business purposes which are known and understood by Lender. Further Borrowers shall make best efforts to promote and solicit sale of the light weight helmet to any and all interested parties.

The Borrower does hereby certify that any and all necessary resolutions that may be required to effectuate and validate the terms of the Line of Credit Agreement and the Note have been duly made and adopted by the Borrower.

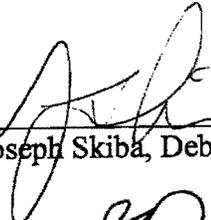
The obligations of the Borrower hereunder shall be joint and several as to each person constituting the Borrower.

IN WITNESS WHEREOF, the parties have caused this presence to be executed as a contract under seal as the date first above written.

Dated:

9/21/03

By:

  
Joseph Skiba, Debtor

Dated:

9-21-03

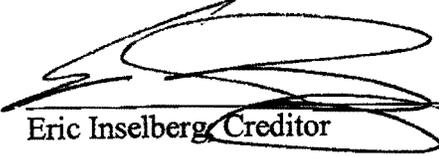
By:

  
Edward Skiba, Debtor

Dated:

9/21/03

By:

  
Eric Inselberg, Creditor

# Exhibit B

**Intellectual Property of Inselberg Interactive, LLC**

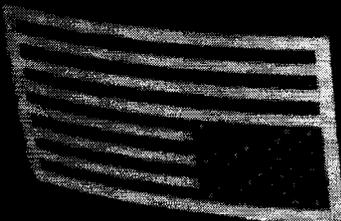
<u>Country of Registration</u>	<u>Application No.</u>	<u>Issued</u> <u>PATENT NO.:</u>	<u>Publication No.</u>	<u>Title</u>	<u>Number of Claims</u> <u>In Each Patent</u>
United States	09/656,096	6,434,398	Filed prior to 11/29/2000- Not Pulished	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	13
Australia	2001287073	2001287073	AU8707301	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	13
Canada	2,422,168	2,422,168	CA2422168	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	13
United States	09/854,267	6,650,903	2002-0029381	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	3
United States	10/661,871	6,975,878	2004-0058697	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	27
United States	11/266,783	7,123,930	2006-0068824	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	41
United States	11/542,819	7,522,930	2007-0026791	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	42
United States	11/894,163	7,860,523	2007-0287489	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	47
United States	12/927,580	8,131,279	2011-018994	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	20
United States	13/385,740	8,423,005	2012-0185324	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	22
United States	11/894,189	7,424,304	2007-0287378	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	87
United States	12/228,908	7,856,242	2009-0061917	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	94
United States	12/927,581	8,023,977	2011-0070916	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	20
United States	13/200,145	8,213,975	2012-003486	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	66
United States	13/507,131	8,412,172	2012-0252499	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	17
United States	12/381,701	7,693,532	2009-0177533	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	89
United States	10/378,582	6,760,595	2003-0144017	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	51
United States	10/792,170	6,996,413	2004-0171381	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	73
Australia	2004216690	2004216690	2004 09 16	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	73

**Intellectual Property of Inselberg Interactive, LLC**

<u>Country of Registration</u>	<u>Application No.</u>	<u>Issued PATENT NO.:</u>	<u>Publication No.</u>	<u>Title</u>	<u>Number of Claims In Each Patent</u>
Canada	2518215	2518215	CA2518215	Method and Apparatus For Interactive Audience Participation at a Live Spectator Event	73
United States	11/300,208	7,248,888	2006-0094409	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	76
United States	11/725,759	7,587,214	2007-0197247	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	120
United States	11/347,993	7,263,378	2006-0154657	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	54
United States	11/799,139	7,792,539	2007-0202900	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	104
United States	12/456,524	7,797,005	2009/0276292	Method and Apparatus For Interactive Audience Participation a Live Entertainment Event	302
				. . . . . TOTAL NUMBER OF CLAIMS - ALL PATENTS. . . . .	<b>1540</b>

# Exhibit C

OTI



# Exhibit D

Search

Lot  
82424

**2004 Eli Manning Game Worn, Signed and Inscribed New York Giants Rookie Helmet - With Steiner COA!**  
**2013 November 7 - 9 Sports Collectible Catalog Auction - Dallas #7085**



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Featured Item

**Sold for:** Not Sold

**Auction Ended On:** Nov 8, 2013

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**Location:** Heritage Auctions  
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[Printable auction results for all items in the 2013 November 7 - 9 Sports Collectible Catalog Auction - Dallas.](#)

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- Arms & Armor - Ends
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- Fine & Rare Wine - En
- 03/21/2014
- Movie Posters - Ends
- US Coins - Opens abc
- Rare Books - Opens i
- 03/14/2014
- Manuscripts - Opens
- 03/14/2014
- Photography - Opens
- 03/03/2014
- World & Ancient Coin
- about 03/17/2014
- US Coins - Opens abc
- Currency - Opens ab-
- Currency - Opens ab-
- Decorative Art - Oper
- 03/21/2014
- Entertainment - Oper
- 04/07/2014
- Luxury Accessories
- 03/28/2014

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Auction - Cleveland.

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**Description:**

**2004 Eli Manning Game Worn, Signed and Inscribed New York Giants Rookie Helmet - With Steiner COA!** One of four quarterback's taken in the 2004 NFL Draft. Eli Manning caused quite the media storm when he publicly stated that he refused to play for the San Diego Chargers if they chose him with the first overall pick. Nonetheless, the Chargers made the pick, but they had a deal in place to trade the Ole Miss alum to the New York Giants and the rest his history.

Offered here is, quite possibly, is the first helmet ever worn by the two-time Super Bowl champion, and it is one of the only Manning helmets ever to hit the auction block. Exhibiting great scuffing on the interior padding, the beautiful blue shell exhibits nice wear on the exterior, while it is signed and inscribed "Game Used" by the future Hall of Famer. The interior has the proper black Velcro circular stickers on each side and a "10" circular decal is also affixed in the proper interior position. Accompanied with a letter of authenticity from "Steiner," the helmet is sure to stand out in any discerning game-used collectors' memorabilia man cave. *LOA from Steiner. LOA from Heritage Auctions.*

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# Exhibit E



# INVOICE

INV0536535		
001	5/20/2008	\$ 0.00
5/20/2008		

Bill To:  
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Steiner Sports Memorabilia  
33 Le Count Place  
New Rochelle, NY 10801

Telephone: (914) 307-1000 Fax: (914) 632-1102

For game used Yankee Stadium collectibles, or to meet your favorite Yankee, contact a Steiner Sports Representative.  
Call 1-800-759-SCORE or Visit our website at:  
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	INV0536535	
	001	649931-0
	05/20/2008	VISA \$ 0.00

1	Eli Manning 2007 Game Used Helmet	4,000.00	N	\$4,000.00
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<b>Order Total</b>	<b>4,000.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Freight</b>	<b>\$14.99</b>
<b>Invoice Total</b>	<b>\$4,014.99</b>
<b>Amount Paid to Date</b>	<b>\$4,014.99</b>
<b>Balance Due</b>	<b>\$0.00</b>

This invoice is subject to 1.5% interest per month, along with any and all reasonable collection costs (Including Attorney fees and expenses) if the full payment is not received within the terms outlined on this invoice.

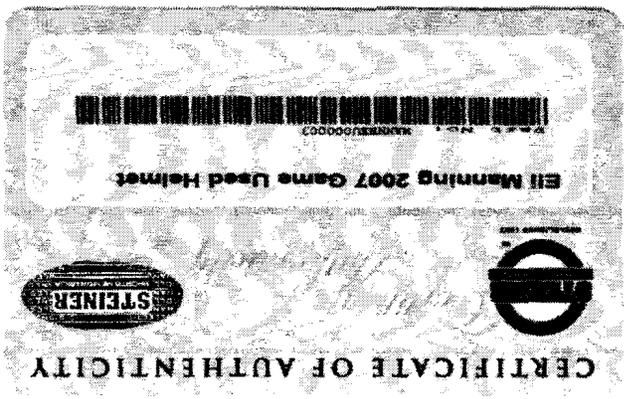
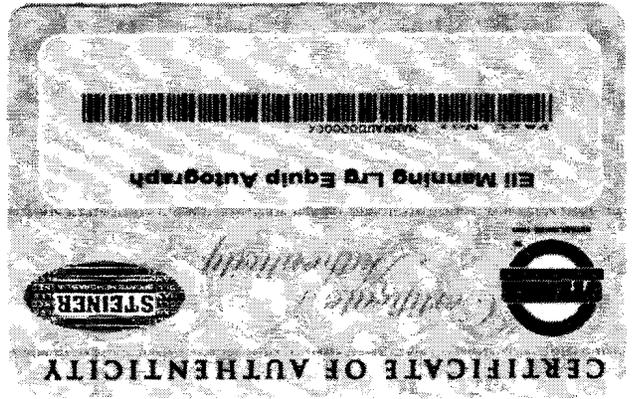
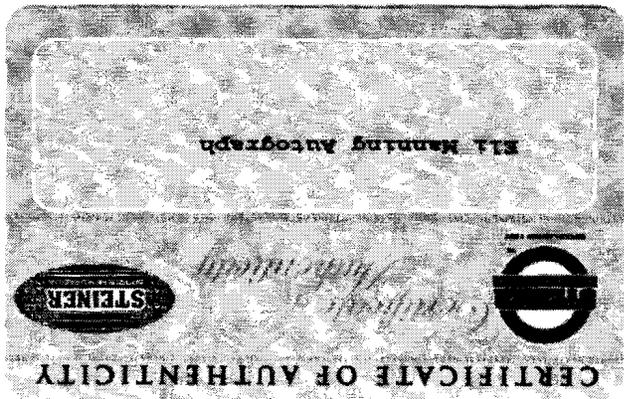
# Exhibit F



E

2008-08-11

# Exhibit G





**CERTIFICATE OF AUTHENTICITY**

This certificate is your assurance that the enclosed item of sports memorabilia has been personally signed by the stated Sports Celebrity/ Celebrities. The authenticity of the signature(s) is unconditionally guaranteed by Steiner Sports Memorabilia, Inc.

*Brandon Steiner*

Brandon Steiner

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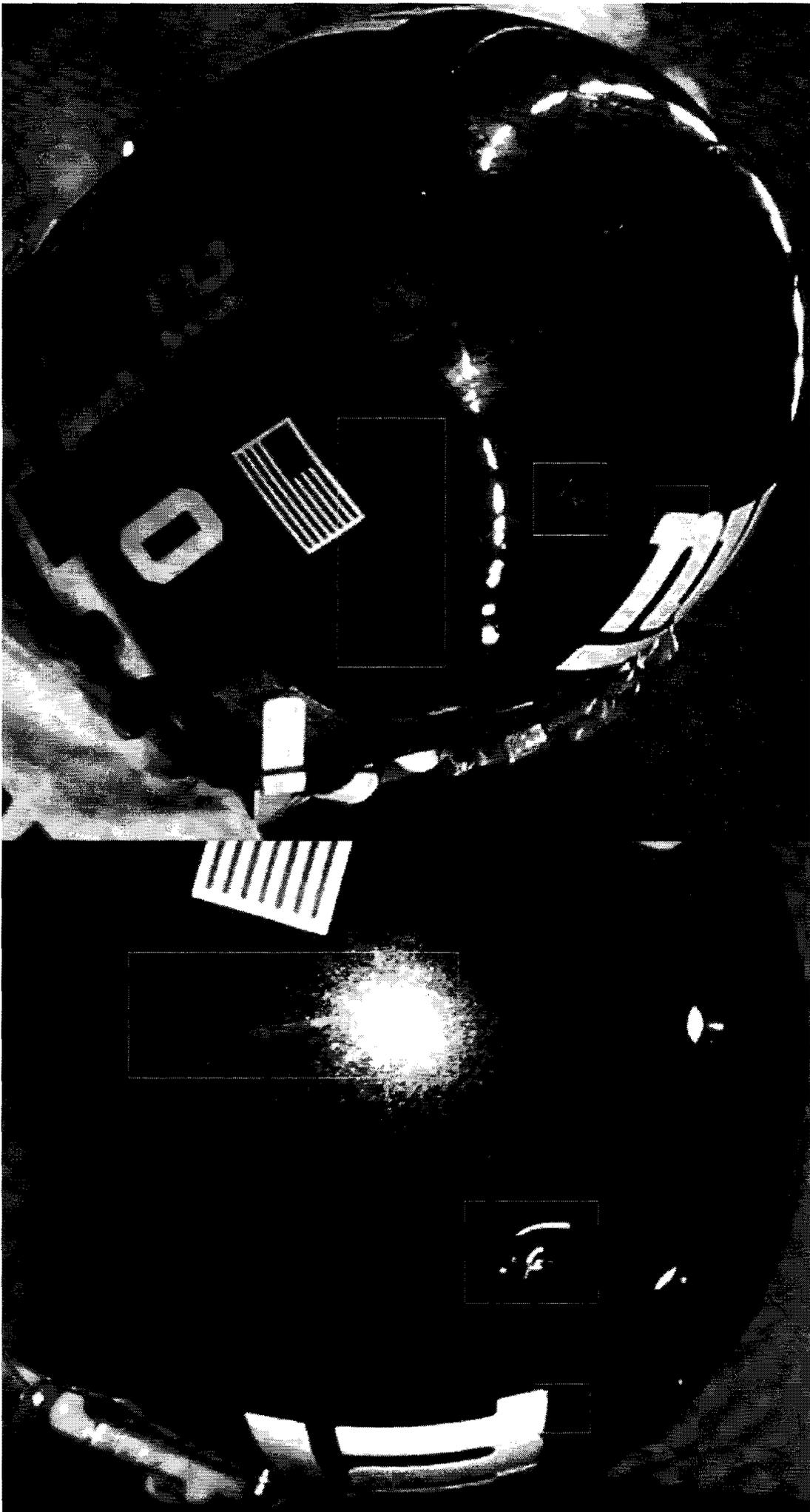
Brandon Steiner

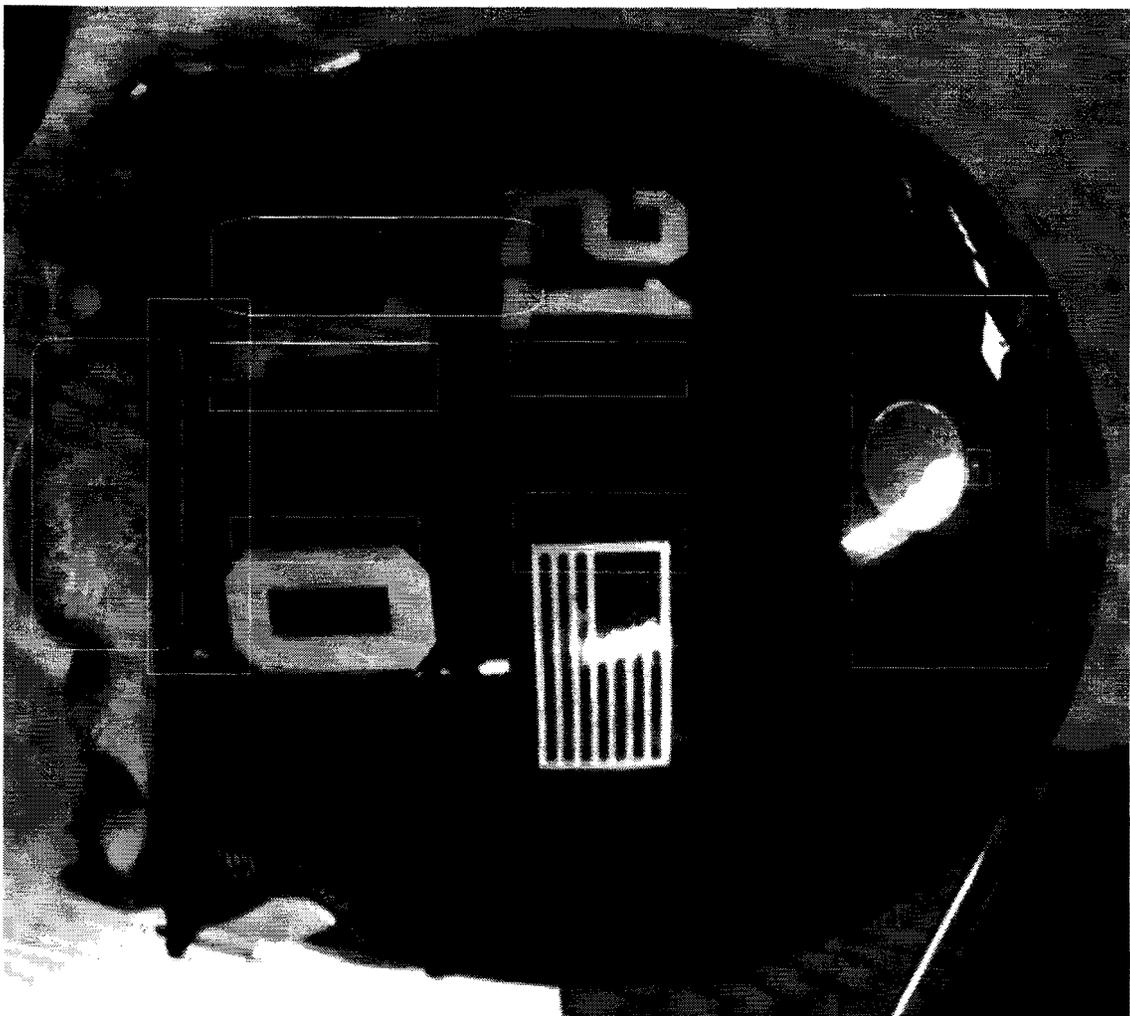
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# Exhibit H



# Exhibit I





# Exhibit J

Helmet worn by David Tyne during Super Bowl XLII  
Last season at Super Tyne and the New York Giants game.



Helmet worn by Eli Manning during Super Bowl XLII  
Last season at the Manning and the New York Giants game.



# Exhibit K

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 05/10/2010

BARRY BARONE, of [REDACTED], Saddle Brook, New Jersey was telephonically contacted at his place of employment, PARK CLEANERS [REDACTED], Rutherford, New Jersey 07070. After being advised of the identity of the interviewing Agent and the nature of the interview, BARONE provided the following information:

BARONE and his wife are the owners of PARK CLEANERS. In addition to dry cleaning services to the public, PARK CLEANERS does dry cleaning for the NFL's NEW YORK GIANTS and NEW YORK JETS as well and the NHL's NEW JERSEY DEVILS. After the conclusion of a JETS or GIANTS game, BARONE and his son travel to the stadium to collect the uniforms. BARONE and his son then take the uniforms back to PARK CLEANERS where BARONE cleans and repairs the uniforms. The uniforms are then returned back to the teams prior to the next game.

The equipment managers for the GIANTS are ED WAGNER, JOE SKIBA and ED SKIBA. WAGNER has been with the GIANTS for many years. JOE SKIBA and ED SKIBA are brothers. BARONE's primarily contact with the GIANTS is JOE SKIBA. Several years ago, JOE SKIBA introduced BARONE to his friend ERIC INSELBERG. BARONE believes that INSELBERG now has some connection to the GIANTS, but when BARONE first met INSELBERG, he was not connected to the GIANTS.

In the past five years or so, BARONE has done some jersey tailoring work for INSELBERG. From time to time, INSELBERG would bring football jerseys into BARONE and ask to have the jerseys lettered and/or numbered. On a more limited basis, INSELBERG would ask BARONE to make alterations to a jersey such as adding a hem to the bottom of a jersey. INSELBERG paid BARONE for his services with cash. Because all the INSELBERG payments were in cash, BARONE does not have any record of the work he did for INSELBERG.

INSELBERG often arrived at PARK CLEANERS unannounced and wanted his work done right away. Because INSELBERG's unannounced visits cut into his business, BARONE showed INSELBERG how to use his heat press. BARONE explained that a heat press is used to position and affix letters, numbers and nameplates on jerseys prior to actually sewing them on the jersey. If BARONE was busy with a customer, INSELBERG had permission to come into PARK CLEANERS and use the heat press. BARONE typically did not watch INSELBERG use

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Investigation on 05/06/2010 at Chicago, Illinois (telephonically)

File # 196E-CG-129158 196E-CG-126943 Date dictated N/A

by SA Brian C. Brusokas

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196E-CG-129158 196E-CG-126943

Continuation of FD-302 of Barry Barone , On 05/06/2010 , Page 2

the heat press so he did not know how many jerseys INSELBERG lettered or numbered during a typical visit.

During one of his visits to PARK CLEANERS, INSELBERG said that he had a woman doing his sewing for him. INSELBERG never told BARONE who the woman was or where she worked. INSELBERG never used BARONE's sewing machine at PARK CLEANERS.

Some of the jerseys that INSELBERG brought into PARK CLEANERS were blank and some already had names or numbers on them.

BARONE was asked if he allowed INSELBERG to use his name or the name of PARK CLEANERS to order items from suppliers. BARONE said that he may have allowed INSELBERG to use his name to order twill from STAHLs on one or two occasions, but he could not recall. When asked why INSELBERG would need BARONE's name to order from STAHLs, BARONE said that STAHLs does not sell to individuals. When asked if he gave his approval for INSELBERG to use BARONE and PARK CLEANERS approximately twenty nine times to place orders with STAHLs, BARONE said "no." If INSELBERG used BARONE's name with STAHLs more than once or twice, BARONE would feel that his trust was violated.

INSELBERG told BARONE that he had a huge collection of football jerseys and that the jerseys he was having heat sealed at PARK CLEANERS were for himself. The jerseys that INSELBERG was having heat sealed and altered at PARK CLEANERS did not appear to be game used. BARONE knows what game used jerseys look like as he has been working with game used jerseys for approximately 30 years.

INSELBERG did ask BARONE if he could get him game used GIANTS or JETS jerseys, but BARONE told him no. BARONE has been asked to obtain JETS and GIANTS game used jerseys by a number of people throughout the years, but BARONE has never taken a jersey. BARONE knows that if he were to take or sell a team jersey without prior approval, he would get in trouble.

BARONE never heard that INSELBERG was in trouble for selling fake or altered game used jerseys.

In truth, BARONE never liked INSELBERG and the only reason he allowed INSELBERG to use his heat press was because INSELBERG was friends with JOE and ED SKIBA. BARONE has not talked with INSELBERG in three weeks.

196E-CG-129158 196E-CG-126943

Continuation of FD-302 of Barry Barone, On 05/06/2010, Page 3

BARONE was asked if he recalled receiving any stock from INSELBERG over the years. BARONE said that several years ago, BARONE gave INSELBERG some money to purchase a few shares of KRISPY KREAM stock. BARONE believes that he gave INSELBERG approximately \$500 to purchase the stock. BARONE still owns the stock, but believes it is valued at far less than \$500.

When asked if he had an account with RIPON ATHLETIC (RIPON), BARONE said that he had team accounts with RIPON. BARONE said that if the GIANTS or JETS needed jerseys, they would be sent directly to the teams or to BARONE at PARK CLEANERS. The jerseys would then be placed on the individual team accounts at RIPON. BARONE was then asked if he ever allowed INSELBERG to use a RIPON account to purchase items from RIPON and have those items sent to PARK CLEANERS. BARONE said that he did not believe that he ever allowed INSELBERG to use a RIPON account to purchase anything. When asked if he recalled allowing INSELBERG to use a PARK CLEANERS account to purchase \$3,382 worth of items from RIPON, BARONE said that he would have never approved such a large purchase and stated that if INSELBERG made such a purchase, it was done without his approval. BARONE said that his contact at RIPON was ERIC Last Name Unknown (LNU) and ERIC LNU would be the best person to ask about BARONE's purchases from RIPON.

BARONE stated that the standard price for him to letter and number a jersey is \$50. BARONE will offer the service at a discount if the customer has more jerseys to letter and number. BARONE's standard price to hem a jersey is \$8 and if the jersey is hemmed with elastic, the price would be \$10. In all his years in the business, BARONE has never had a customer spend \$50,000 for alterations. BARONE stated that a customer could have hundreds of jerseys lettered, numbered and altered for \$50,000.

BARONE met LOU LAMPSON many years ago and did not like him. LAMPSON wanted BARONE to get NEW JERSEY GENERALS jerseys for him because BARONE did dry cleaning work for the GENERALS when the USFL was in existence. BARONE never gave LAMPSON any GENERALS jerseys.

# Exhibit L

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION**

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**UNITED STATES OF AMERICA** : **INDICTMENT NO.: 11-CR-50076**  
:   
**vs.** : **AFFIDAVIT OF BART OATES**  
:   
**ERIC INSELBERG.** :

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BART OATES, of full age, having been duly sworn upon his oath, deposes and hereby says:

1. I have full personal knowledge of all the facts contained herein and certify that they are true.
2. I am aware that Eric Inselberg is currently indicted on four counts of mail fraud pertaining to sports memorabilia sales.
3. I first met Eric Inselberg in approximately 1990 at the Madison, New Jersey campus of Farleigh Dickinson University during the New York Giants training camp.
4. Eric Inselberg and I became acquaintances and later became friends. We have been friends for approximately fifteen years.
5. I have personally witnessed the unique relationships Eric Inselberg has with many former teammates from the New York Giants and other former and current NFL players.
6. I have personally witnessed Mr. Inselberg amass and grow a sizeable collection of sports memorabilia during our friendship that he utilized for his personal collection, for sale and/or for trade.

7. In or about February 2006, I accompanied Eric Inselberg to Park Cleaners located in Rutherford, New Jersey.

8. On that day, Barry Barone appeared extremely busy and Eric Inselberg suggested that we return the following week with Edward Skiba.

9. Eric Inselberg and I returned to Park Cleaners approximately one week later and Edward Skiba was waiting in front of the store. All three of us entered the store together.

10. Barry Barone presented Eric Inselberg with approximately six game used New York Jets jerseys.

11. I personally grabbed the Kevin Mawae jersey, who played the center position similar to myself, that Barry Barone was holding and I jokingly asked him if I was his favorite center. Barry Barone did not reply and appeared nervous and/or embarrassed at my joke. Eric Inselberg left Park Cleaners with the jerseys.

12. Additionally, Eric Inselberg and I were given six to eight 45-gallon garbage bags full of New York Giants training clothing by Edward Skiba and Barry Barone before we left Park Cleaners.

13. FBI Special Agent Brian Brusokas contacted me the week of January 14, 2013 to discuss Eric Inselberg. We agreed to conduct a telephone conference call through a local New Jersey FBI office. Agent Brusokas informed me that I would be contacted in the near future to set up the time and location.

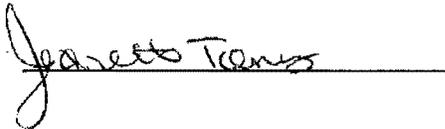
14. On April 10, 2013, Agent Rick Sluszka contacted me to arrange a time and place to speak with Agent Brusokas and a U. S. District Attorney.

15. We have established a date of April 24, 2013 at 9:30 AM EST in the FBI Garrett Mountain offices located in West Paterson New Jersey to discuss my knowledge of Barry Barone, Edward Skiba and Joe Skiba.

  
BART OATES

Sworn to and subscribed to  
before me this 15 day  
of April, 2013

Jeannette Torres  
Notary Public  
State of New Jersey  
ID # 2372438  
Commission Expires, 4/15/13



# Exhibit M

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 02/14/2011

EDWARD K. WAGNER, of [REDACTED], Atlantic Highlands, New Jersey, 07716 was telephonically contacted at his place of employment, NEW MEADOWLANDS STADIUM, [REDACTED]. After being advised of the identity of the interviewing Agent and the nature of the interview, WAGNER provided the following information:

WAGNER has been employed with the NEW YORK GIANTS for approximately 35 years. WAGNER had been the head equipment manager for the Giants for the past 32 years. Prior to that, WAGNER worked as the assistant equipment manager for 3 years. WAGNER's father, EDWARD "Whitey" WAGNER worked as the equipment manager for the Giants prior to WAGNER. WAGNER's mother, GERTRUDE WAGNER worked as the seamstress for the Giants for many years. EDWARD "Whitey" WAGNER and GERTRUDE WAGNER are both deceased.

WAGNER is not a collector of game used memorabilia. WAGNER believes that he owns five or six game used Giants items. The five or six game used items that WAGNER owns have significance to him because they were given to him by specific players. WAGNER stated that if you went to his home, you would never know what he did for a living because he does not keep a lot of Giants items at his home.

Approximately eight or ten years ago, the Giants started selling game used items through their website. JOE SKIBA, equipment director for the Giants works with the marketing department to provide them with a few game used items. Items sold through the Giants website include Letters of Authenticity (LOAs) signed by SKIBA. In the past, WAGNER signed LOAs, but in recent years, SKIBA took over that duty. The Giants website does not sell a lot of game used jerseys, the website sells more authentic or replica jerseys.

In the past, the Giants used a company called MEIGREY to sell game used items. In the next year or two, the Giants may use STEINER SPORTS to sell game used items.

One of the problems that WAGNER and the three other Giants equipment managers face is when Giants players sell their own game used jerseys during the season. Many times, WAGNER and the other equipment managers will not find out that a players game

Investigation on 02/11/2011 at Chicago, Illinois (telephonically)

File # 196E-CG-129158

Date dictated N/A

by SA Brian C. Brusokas

73308-009333

FD-302a (Rev. 10-6-95)

196E-CG-129158

Continuation of FD-302 of Edward Wagner , On 02/11/2011 , Page 2

used jersey is missing until the team tailor reports the jersey as missing. At that time, WAGNER or one of his assistants will ask the player if they took the jersey and players typically deny taking their jerseys. At that time, WAGNER and his staff will work with the team tailor to have another jersey customized, lettered and numbered for the player.

FD-302a (Rev. 10-6-95)

Giants players typically receive two home and two away jerseys per season. Both the home and away jerseys are to be returned back to the team after the season. Some players like ELI MANNING receive more game jerseys because they have marketing deals in place. MANNING gets a new jersey prior to each game. The Giants order extra blank jerseys and those jerseys are kept at PARK CLEANERS to be lettered and numbered at a later date. PARK CLEANERS has been tailoring Giants jerseys for many years.

Continuation of

The Giants organization lets WAGNER order extra jerseys for Giants players from RIPON ATHLETIC, the company that produces jerseys for the NFL. The jerseys that WAGNER orders for the players are not produced to the exact specifications of each player and the jerseys do not receive extra customization. The extra jerseys that WAGNER orders for players are typically used by the players as give away items for charity events or as gifts for family members.

Continuation of

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.

Continuation of

ED SKIBA is another Giants equipment manager. SKIBA is the brother of JOE SKIBA. Both SKIBA brothers have been with the Giants for many years.

Continuation of

ERIC INSELBERG is friends with JOE and ED SKIBA. WAGNER does not socialize with INSELBERG, but WAGNER sees him around the Giants facilities from time to time. WAGNER knows that INSELBERG has a huge collection of game used items. WAGNER never sold or gave game used items to INSELBERG. WAGNER never acted as a broker to get game used items for INSELBERG. INSELBERG currently works for the Giants in some capacity as it relates to the Giants LEGACY CLUB. The LEGACY CLUB is an area within NEW MEADOWLANDS STADIUM

FD-302a (Rev. 10-6-95)

73308-009334

196E-CG-129158

Continuation of FD-302 of Edward Wagner , On 02/11/2011 , Page 3

that features memorabilia from Giants players of the past. WAGNER has heard comments from former Giants players about items that they used during their playing days being featured in the LEGACY CLUB. WAGNER has heard from former players that INSELBERG has been in contact with former Giants players about their game used memorabilia.

FD-302a (Rev. 10-6-95) BRYAN KELLY, former Giants player from the 1970s and 1980s has a friendly relationship with WAGNER. KELLY told WAGNER that INSELBERG has been "throwing" WAGNER's name around and saying that he gets Giants items directly from WAGNER. WAGNER told KELLY that, INSELBERG's claims are not true.

Continuation of After WAGNER's father, EDWARD "Whitey" WAGNER died, WAGNER's mother, GERTRUDE WAGNER received a phone call from a man asking if GERTRUDE WAGNER had any Giants memorabilia belonging to her husband that she wanted to sell. WAGNER also received a similar phone call and yelled at the person on the phone. WAGNER reported both incidents to NFL Security representative, BILL BUCKLEY.

Continuation of WAGNER was familiar with an individual named LOU LAMPSON. LAMPSON is a collector that has been around the east coast for many years. WAGNER has heard that in the past, LAMPSON told people that WAGNER provided him with Giants items. WAGNER denied LAMPSON's claims as untrue and said that he never sold or provided LAMPSON with Giants items.

Continuation of One of the few game used items that WAGNER owned was a 1994 Giants helmet worn by LAWRENCE TAYLOR during his final season with the Giants. TAYLOR gave the helmet to WAGNER after his last game with the team. In the early 2000s, someone broke into WAGNER's office at the stadium and took his TAYLOR helmet.

Continuation of WAGNER knows that all over the Internet, people are selling Giants helmets and jerseys that they claim are game used. WAGNER knows that a great majority of those items are not game used. WAGNER believes that he would be able to identify a true game used Giants jersey or helmet from those that are being falsely sold as game used on the Internet.

# Exhibit N

73308-009250

FD-302 (Rev. 10-6-95)

- 1 -

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 02/14/2011

JOSEPH T. SKIBA, Equipment Director with the New York Giants Football Team, was telephonically contacted on his cellular phone, [REDACTED]. After being advised of the identity of the interviewing Agent and the nature of the interview, SKIBA provided the following information:

SKIBA has been employed with the New York Giants since 1994. SKIBA was hired into the Giants organization as an Assistant Equipment Manager in 1994 and was promoted to Equipment Director in 2000. SKIBA stated that his primary duty as Equipment Director is to keep the players protected. Involved in the job of keeping players protected is ordering equipment for players, fitting players and packing each player's bag for road trips.

SKIBA has a business relationship and friendship with ERIC INSELBERG. SKIBA, his brother ED SKIBA and INSELBERG are business partners in a protective equipment design company. The SKIBA brothers and INSELBERG have patented sports equipment including football helmets. When asked if the law firm of ERNEST D. BUFF AND ASSOCIATES was involved with SKIBA's protective equipment company, SKIBA said that ERNEST D. BUFF AND ASSOCIATES are patent attorneys handling the protective equipment patents. SA BRUSOKAS told SKIBA that he reviewed INSELBERG's bank accounts and saw that SKIBA and ED SKIBA were noted on a number of INSELBERG checks written to ERNEST D. BUFF AND ASSOCIATES.

SKIBA said that he keeps his business and personal relationship with INSELBERG separate. When asked to explain his comment, SKIBA could not elaborate.

SKIBA is not truly a collector of game used items. From time to time, SKIBA will receive a piece of game used equipment from a player, but SKIBA does not seek out or collect game used items. SKIBA explained that because he is around players and game used items all day long, the last thing he wants to do is be around those items in his home. Through the years, SKIBA has obtained a few game used pieces and given a few game used pieces to his child.

SKIBA does not associate with Giants players off the job. SKIBA described players as kings in their own kingdoms. On road

Investigation on 02/11/2011 at Chicago, Illinois (telephonically)

File # 196E-CG-129158 Date dictated N/A

by SA Brian C. Brusokas

FD-302a (Rev. 10-6-95)

196E-CG-129158

73308-009251

Continuation of FD-302 of Joseph Skiba, On 02/11/2011, Page 2

trips, SKIBA will try to relax by reading comic books and talking with other staff members.

If a Giants player wants to take his game used jersey after the conclusion of a game, he will take it. This creates a problem for SKIBA because if a player takes his jersey, SKIBA will need to have another jersey made up for the player before the next game. SKIBA and the other Equipment Managers are not allowed to buy or take game used items from the team or players. If a player gives SKIBA or another Equipment Manager a game used item, that is acceptable.

The Giants organization has a website where they sell replica and game used items. SKIBA signs Letters of Authenticity (LOAs) with the game used items that are sold on the Giants website.

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.

SKIBA knows that INSELBERG is close with a few GIANTS players. SKIBA recalled introducing INSELBERG to Giants Wide Receiver STEVE SMITH. SKIBA believes that INSELBERG has purchased a few things from SMITH, but when INSELBERG tells SKIBA about his dealings with SMITH or other players, SKIBA tells INSELBERG that he does not want to know about it. SKIBA has never introduced INSELBERG to players on teams that oppose the Giants.

When asked to explain why according to INSELBERG's bank accounts, SKIBA and ED SKIBA received checks from INSELBERG with memos that said "jerseys" and "Giants jerseys" SKIBA said that

196E-CG-129158

Continuation of FD-302 of Joseph Skiba, On 02/11/2011, Page 3

INSELBERG would provide he and his brother with checks after purchasing jerseys directly from Giants players. SKIBA said that he never asked INSELBERG for any of the jersey money and he did not want to know what INSELBERG was doing with the players.

PARK CLEANERS is the tailor that washes and repairs Giants jerseys after each game. SKIBA never introduced INSELBERG to BARRY BARRONE, owner of PARK CLEANERS. SKIBA has no idea if INSELBERG had any contact with BARRONE or PARK CLEANERS.

INSELBERG currently works as a curator at the Giants Legends Museum. SKIBA was not involved in INSELBERG's hiring at the Legends Museum. SKIBA believes that INSELBERG was hired based on his connections to past Giants players.

SKIBA is familiar with the name LOU LAMPSON, but does not know him personally. SKIBA has heard several Giants players talk about selling game used items and rings to LAMPSON during their college careers. SKIBA remarked that several players from this past years Ohio State Buckeye football team including TERRELLE PRYOR received suspensions from the NCAA for selling game used items and championship rings. LAMPSON's name has been mentioned by several current and former Giants players. SKIBA is not sure of a connection between INSELBERG and LAMPSON.

SKIBA was asked if it would be possible for an individual to obtain anything close to 1,000 game used NFL jersey in a year. SKIBA said that even though some players take a jersey or two during the season, it would be impossible for anyone to collect hundreds of jerseys in a year. SKIBA then stated that in a typical year, he orders between 220 and 250 home and road jerseys from RIPON ATHLETIC, the company that makes jerseys for the NFL. Many of those jersey are used in training camp and many of those jerseys remain blank for use during the season.

At the conclusion of the interview, SKIBA was told that SA BRUSOKAS still wanted to interview ED SKIBA and asked SKIBA for ED SKIBA's phone number. SKIBA said that ED SKIBA's cellular phone number was, [REDACTED]. SA BRUSOKAS asked SKIBA to tell ED SKIBA that SA BRUSOKAS would call him after the weekend.

SKIBA asked SA BRUSOKAS where this left him. SA BRUSOKAS asked SKIBA to explain his question. SKIBA said that he had been working with ED WAGNER for many years and he did not want SA BRUSOKAS' interviews to raise doubts about SKIBA in WAGNER's mind.

FD-302a (Rev. 10-6-95)

196E-CG-129158

Continuation of FD-302 of Joseph Skiba, On 02/11/2011, Page 4

73308-009253

SA BRUSOKAS told SKIBA that he would not talk about his interview with WAGNER, but if everything SKIBA said during his interview was true, he did not know why WAGNER would have doubts about SKIBA. SA BRUSOKAS explained that he needed to interview SKIBA because of statements made by INSELBERG and SA BRUSOKAS needed to determine if those statements were true or not. SA BRUSOKAS told SKIBA that he did not want to contact Giants Management to set up an interview with SKIBA because he felt that doing so would create unnecessary problems for SKIBA at work. SKIBA said that he understood why SA BRUSOKAS contacted him and he appreciated that SA BRUSOKAS did not contact Giants Management to set up the interview.

SKIBA mentioned that he has worked with law enforcement in the past when law enforcement had questions regarding the authenticity of game used items. SA BRUSOKAS then asked SKIBA if he would be willing to look at few Giants things for SA BRUSOKAS in the future if necessary and SKIBA said that he would assist SA BRUSOKAS in any way that he could.

# Exhibit O

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 02/16/2011

EDWARD SKIBA, Assistant Equipment Manager for the New York Giants Football Team, was telephonically interviewed at his place of employment, NEW MEADOWLANDS STADIUM. Also present on the phone with SKIBA was BILL HELLER, General Counsel for the Giants, [REDACTED]. Present on the phone with SA BRUSOKAS during the interview was United States Postal Inspector MATTHEW CARLSON. After being advised of the identity of the interviewing Agents and the nature of the interview, SKIBA provided the following information:

SKIBA started his employment with the Giants in 2006 as a part time Assistant Equipment Manager. SKIBA was promoted to a full time Assistant Equipment Manager in approximately 2008 and currently holds that position within the Giants organization. As an Assistant Equipment Manager, SKIBA is responsible for doing laundry for the team, packing players bags for road trips and coordinating what players wear under their uniforms. SKIBA does not have involvement with ordering player game jerseys, that responsibility is handled by JOE SKIBA, SKIBA's brother and Equipment Director for the Giants. Other individuals that work in the Giants locker room include ED WAGNER, Equipment Manager and TIM SLAMAN, Assistant Equipment Manager. SLAMAN started working for the Giants after SKIBA was hired.

SKIBA is not a collector of game used items. SKIBA does not own any game used items such as jerseys or helmets. SKIBA does own an autographed MICHAEL STRAHAN football that was signed by STRAHAN when he was at the Giants facility. SKIBA's signed STRAHAN football is not a game used ball.

SKIBA believes that as an employee of the Giants, he is not allowed to take items from the Giants locker room for himself. SKIBA believes that if a Giants player were to give him an item, that would be ok. No Giants player has ever given SKIBA an item other than the STRAHAN autograph.

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)

Investigation on 02/15/2011 at Chicago, Illinois (telephonically)

File # 196E-CG-129158 Date dictated N/A

by SA Brian C. Brusokas

FD-302a (Rev. 10-6-95)

73308-009246

196B-CG-129158

Continuation of FD-302 of Edward Skiba, On 02/15/2011, Page 2

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.

SKIBA believes that the Giants have a website that sells game used and replica items, but he does not visit the Giants website. SKIBA was not sure if the game used Giants items sold on the Giants website include Giants Letters of Authenticity (LOAs). SKIBA knows that the Giants have LOAs, but he never gave away or sold any Giants LOAs to other individuals.

On occasion, people will ask SKIBA to get them game used items, but SKIBA always says no. SKIBA has never sold or given a Giants helmet or jersey to anyone.

SKIBA is familiar with ERIC INSELBERG. INSELBERG is a friend and business partner. INSELBERG, SKIBA and JOE SKIBA have a patent on a new designed football helmet. SKIBA was not involved in the helmet company until after JOE SKIBA and INSELBERG secured a patent for their design. SKIBA has been on the phone with an Attorney who he believes is assisting with the helmet design company. The Attorney's name is JAY FRIEDRICH. SKIBA was not familiar with a law firm ERNEST D. BUFF & ASSOCIATES (BUFF & ASSOCIATES). When told that according to INSELBERG bank records it appeared that BUFF & ASSOCIATES did patent work for the helmet design company, SKIBA said that he was not involved in the helmet design company until after JOE SKIBA and INSELBERG secured the patent.

INSELBERG attends all the Giants games. SKIBA has been told that INSELBERG has told Giants players that he is friends with SKIBA and his brother.

When SA BRUSOKAS began to ask questions related to checks written by INSELBERG with notations such as "Footballs, 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 SA BRUSOKAS at a later date after determining what he needed to do on behalf of his client, the Giants.

# Exhibit P

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION**

<b>UNITED STATES OF AMERICA,</b>	)	<b>Docket No. 11 CR 50076</b>
	)	
<b>Plaintiff,</b>	)	<b>Rockford, Illinois</b>
	)	<b>Thursday, May 2, 2013</b>
<b>v.</b>	)	<b>11:00 o'clock a.m.</b>
	)	
<b>ERIC INSELBERG,</b>	)	
	)	
<b>Defendant.</b>	)	

**TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE PHILIP G. REINHARD**

**APPEARANCES:**

<b>For the Government:</b>	<b>HON. GARY S. SHAPIRO</b> <b>Acting United States Attorney</b> <b>(327 S. Church Street,</b> <b>Rockford, IL 61101) by</b> <b>MR. MICHAEL D. LOVE</b> <b>Assistant U.S. Attorney</b>
----------------------------	---

<b>For the Defendant:</b>	<b>(No Appearance)</b>
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<b>Court Reporter:</b>	<b>Mary T. Lindbloom</b> <b>327 S. Church Street</b> <b>Rockford, Illinois 61101</b> <b>(815) 987-4486</b>
------------------------	---

1 THE CLERK: 11 CR 50076, U.S.A. v. Eric Inselberg.

2 MR. LOVE: Good morning, your Honor. Mike Love on  
3 behalf of the United States.

4 THE COURT: Good morning. You say unopposed United  
5 States combined motions for leave to dismiss the indictment.  
6 What do you mean combined motions?

7 MR. LOVE: Well, the rule seems to contemplate that  
8 first I have to ask the court for permission to file a motion to  
9 dismiss, and so I wanted to do it in a single step, if possible.

10 THE COURT: All right. That's all right. Then I  
11 understand what it is. And Eric Inselberg is an isolated --  
12 it's one case; is that right?

13 MR. LOVE: That's correct, your Honor.

14 THE COURT: And let me just look and see. It's part of  
15 this sports memorabilia business that you have a number of  
16 indictments on, but they're all separate; is that correct?

17 MR. LOVE: That is correct, Judge.

18 THE COURT: And you're seeking to dismiss this because  
19 it's going to be prosecuted someplace else?

20 MR. LOVE: No, your Honor. It's a dismissal, complete  
21 dismissal. I can tell the court that the U.S. Attorney's Office  
22 reevaluated the strength of the case in light of some new facts  
23 that were pointed out to us by defense counsel, and we  
24 determined that the prosecution was no longer appropriate.

25 THE COURT: All right. I appreciate that, and that's

1 why I wanted to get you in front of me, to know what is  
2 happening. Also, there are pending motions that the defense  
3 counsel had filed.

4 MR. LOVE: That's correct, your Honor.

5 THE COURT: And those would be dismissed along with the  
6 case.

7 MR. LOVE: Yes, your Honor.

8 THE COURT: All right. I understand. And based on the  
9 government's motion, the indictment against Eric Inselberg will  
10 be dismissed, and all pending motions are denied as moot.

11 MR. LOVE: Thank you, your Honor.

12 THE COURT: Anything else?

13 MR. LOVE: No, your Honor.

14 THE COURT: And I take it that -- is there any bond  
15 that was posted, or was this a recog bond?

16 MR. LOVE: I believe -- my recollection is a recog  
17 bond, Judge.

18 THE COURT: All right. Well, if that's the case --  
19 you'll go back and check. I mean, if you find that there was a  
20 cash bond posted, then call Jen, and I would include that in my  
21 order that the bond can be released.

22 MR. LOVE: I understand, and I'll do that. I will also  
23 mention to the court that with regard to the other cases that  
24 involved sports memorabilia that are pending for sentencing  
25 before the court, one of the defendants, Schumaker, is going to

1 be continuing to cooperate in other matters through our --  
2 matters in our Chicago office.

3 The other defendants I have advised their attorneys  
4 that we had made the motion with regard to Mr. Inselberg and  
5 that I would be working with them and with the court to schedule  
6 their sentencings.

7 THE COURT: Usually, I would have -- the probation  
8 office would have gone ahead and done the PSRs. So, if that's  
9 the case, just notify Jen that you're ready and on which cases.

10 MR. LOVE: Okay. Will do, Judge.

11 THE COURT: And then if you want to -- probably about  
12 all of them are out-of-town attorneys?

13 MR. LOVE: Yes, they are, with the exception of  
14 Mr. Gaziano.

15 THE COURT: All right. Well, maybe you could give us  
16 an idea of dates, you know, a couple of dates, so we can  
17 schedule it.

18 MR. LOVE: Would you prefer to do them fairly close  
19 together since they're similar?

20 THE COURT: Probably. Probably. I do recall the  
21 pleas, and I know most of them are probably still businessmen.

22 MR. LOVE: That's correct, your Honor.

23 THE COURT: So, yes, it's helpful to have related --  
24 even though they're not directly related, they're all the same  
25 subject matter.

1           MR. LOVE: Correct.

2           THE COURT: Yes, that would help. So, I guess we want  
3 you to ahead of time talk with the other attorneys and say look  
4 it. We've got to start setting these for sentencing. And if  
5 you've got some suggested times in -- even as late as sometime  
6 late this month, you could do that, but June or July or August  
7 or September. The earlier the better.

8           MR. LOVE: Understood. I will let you know, Judge,  
9 that in one of them there was a typographical error and a  
10 difference between a date in the information to which the  
11 defendant pled guilty. That was the wrong date off by a year or  
12 a month, something like that. It was correct in the factual  
13 version in the plea agreement, but it was still our plan to  
14 advise the court and, if the court agrees, to schedule to redo  
15 the plea, I guess.

16          THE COURT: Well, usually, I think you -- an  
17 information you can amend on its face in front of me.

18          MR. LOVE: Yes.

19          THE COURT: And I don't think I have to go through the  
20 entire litany. I'll straighten it out.

21          MR. LOVE: Understood. Thank you, Judge.

22          THE COURT: All right.

23          MR. LOVE: Thank you.

24          THE COURT: That's all.

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(Which were all the proceedings had in the above-entitled cause on the day and date aforesaid.)

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

---

Mary T. Lindbloom  
Official Court Reporter

# Exhibit Q

**From:** "JJ Molesso" <[JMolesso@steinersports.com](mailto:JMolesso@steinersports.com)>  
**Date:** April 6, 2012 at 9:28:55 AM EDT  
**To:** "Eric Inselberg" <[einselberg@gmail.com](mailto:einselberg@gmail.com)>  
**Subject:** RE: Eli Manning 2011 Game Used Jersey vs. Rams

Good Morning,

Sorry I missed your call and your text last night, I had a 5:30 am workout scheduled this morning so I hit the hay pretty early last night

Glad the helmet turned up, when you have am chance send me over the address we need to have on file so we can ensure this never happens again

I just checked with my warehouse they have the letter here and locked up, so I'll just hold it and when you come up on the 23<sup>rd</sup> you can grab it then.

On the SB Helmet, it sold last Friday for 45k. We were able to get the two jerseys from Eli I sent you yesterday and I was with Victor all weekend in Boston and he's not giving up any of his super bowl stuff

I'm in for a few hours this morning then heading out for the holiday weekend so let's catch up on Monday I return

Have a great weekend

-JJ

JJ Molesso  
*Account Executive*  
Steiner Sports Memorabilia, Inc.  
145 Huguenot Street  
New Rochelle, NY 10801  
**Direct Line 914-307-1057**  
**[jmolesso@steinersports.com](mailto:jmolesso@steinersports.com)**  
***My LinkedIn*** [Here](#)  
***My Twitter:*** [Here](#)  
***My Facebook:*** [Here](#)

For all your Giants Championship hand signed collectibles, call (800) 759-7267, or visit [www.stainersports.com](http://www.stainersports.com) .

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**The Official Collectibles Company of**



The official source for Game-Used Artifacts from the Meadowlands.  
Former home of the NY Giants and NY Jets.

**The Official Collectibles Provider for:**

**DEREK JETER | MARIANO RIVERA | PEYTON MANNING | ELI MANNING | HANK AARON | REX RYAN | PAUL O'NEILL | BRIAN LEETCH**

**MARK TEIXEIRA | RAY RICE | FRANCO HARRIS | LOU HOLTZ | DAVID PRICE | ERVIN SANTANA | ZACH PARISE**

**Official Licensee of:**



---

**From:** Eric Inselberg [<mailto:einselberg@gmail.com>]  
**Sent:** Friday, April 06, 2012 4:38 AM  
**To:** JJ Molesso  
**Subject:** Re: Eli Manning 2011 Game Used Jersey vs. Rams

JJ,  
the helmet was sent to the wrong address. I got the helmet last night but there is no paperwork for the helmet. There is a hologram on the helmet with a number. Is the Super Bowl Manning helmet still available? Let me know and also can I get a picture of the back of the helmet. The first group you sent of it wasn't too great.

Thanks again,  
Eric

On Thu, Apr 5, 2012 at 2:55 PM, JJ Molesso <[JMolesso@steinersports.com](mailto:JMolesso@steinersports.com)> wrote:

Vs St. Louis Rams

Giants 28 Rams 16

Eli Manning 19/30 223 Yards 2 Tds

Jersey Signed/Inscribed 2011 Game Used

\$15,000 – Comes with letter from Eli

JJ Molesso  
*Account Executive*  
Steiner Sports Memorabilia, Inc.  
145 Huguenot Street  
New Rochelle, NY 10801  
**Direct Line 914-307-1057**  
**[jmolesso@steinersports.com](mailto:jmolesso@steinersports.com)**

***My LinkedIn*** [Here](#)

***My Twitter:*** [Here](#)

***My Facebook:*** [Here](#)

For all your Giants Championship hand signed collectibles, call [\(800\) 759-7267](tel:8007597267), or visit [www.stainersports.com](http://www.stainersports.com) .

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Former home of the NY Giants and NY Jets.

**The Official Collectibles Provider for:**

**DEREK MARIANO PEYTON ELI HANK REX PAUL BRIAN  
JETER RIVERA MANNING MANNING AARON RYAN O'NEILL LEETCH**

**MARK RAY FRANCO LOU DAVID ERVIN ZACH  
TEIXEIRA RICE HARRIS HOLTZ PRICE SANTANA PARISE**

**Official Licensee of:**



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E

3XLVI  
VVP



# Exhibit R



145 Huguenot Street  
New Rochelle, NY 10801  
Web: [www.steinersports.com](http://www.steinersports.com)

Main Phone: 800-759-7267 | 914-307-1000  
Main Fax: 914-632-1102  
Warehouse Fax: 914-632-1265

Dear Sports Collectible Enthusiast:

I, Eli Manning, hereby certify that I have personally used this New York Giants #10 game worn helmet during the 2011 NFL season. This helmet was indeed used during the 2011 Super Bowl season and is provided through Steiner Sports directly from me and my personal collection. This helmet cannot be purchased without express written consent from my representatives or myself.

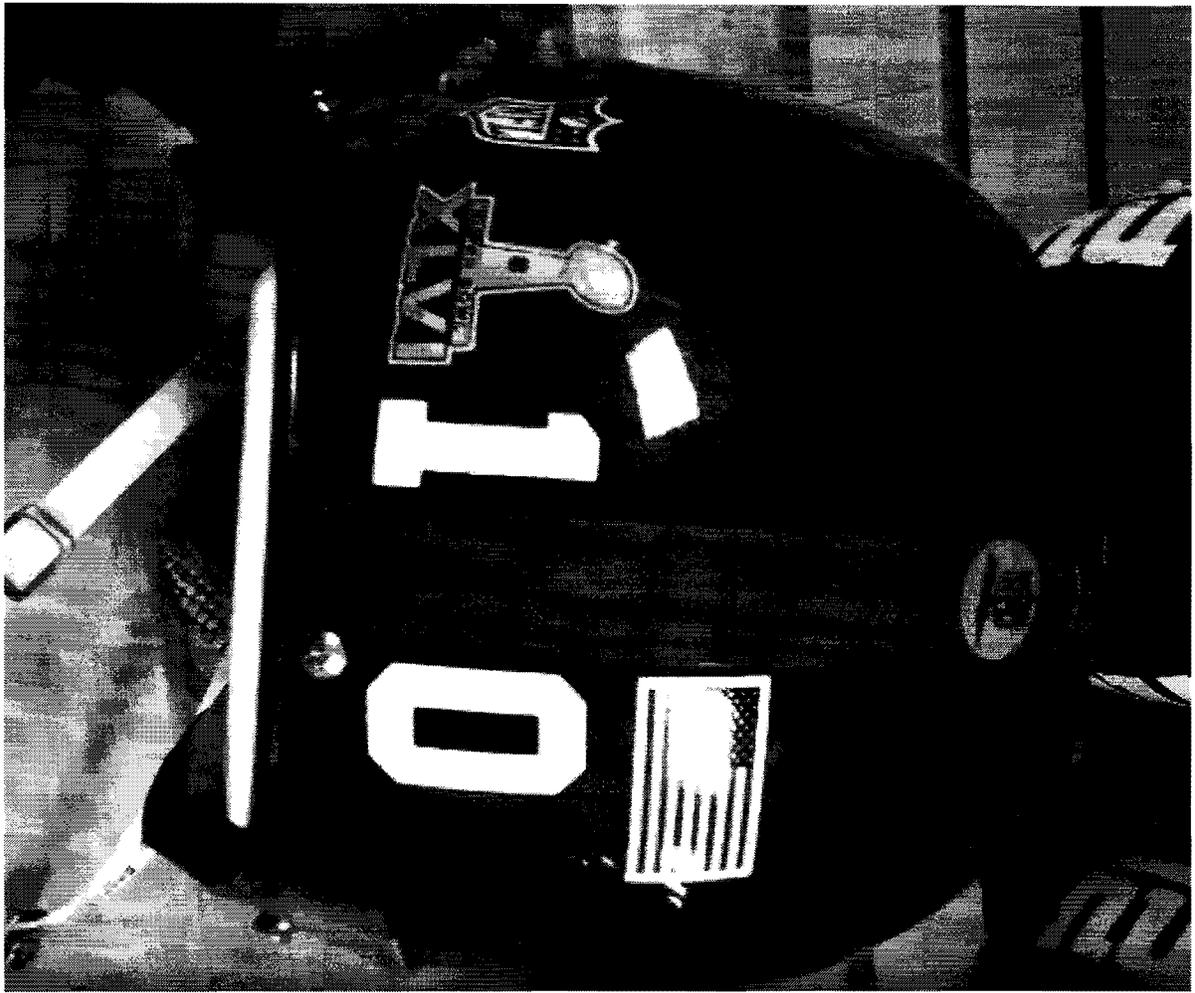
I have authorized the private sale of this game used helmet through the services of Steiner Sports Marketing and Memorabilia. In addition, I have added my signature and "2011 Game Used" inscription to the helmet in the presence of a Steiner Sports representative so that you are completely confident that the helmet, signature and inscription is authentic. I hope this unique collectible adds to and compliments your memorabilia collection, as my personal game used items are very special to me.

Sincerely,

A handwritten signature in black ink, appearing to read "Eli Manning", with a long, sweeping underline that extends to the right.

Eli Manning  
#10  
New York Giants

# Exhibit S



# Exhibit T

