

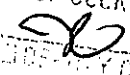
VIRGINIA :

IN THE CIRCUIT COURT OF CHESTERFIELD COUNTY

RECEIVED & FILED  
CHESTERFIELD CIRCUIT COURT

2020 JAN 23 AM 10:06

WENDY S. HUGHES  
CLERK OF COURT

TESTE:   
FILED: \_\_\_\_\_

DAVID L. JOHNSON )  
d/b/a Johnson Capital )  
 )  
Plaintiff, )

v. )

Case No. \_\_\_\_\_

MICHAEL VICK )  
12529 S. Stonebrook Circle )  
Davie, FL 33330 )

and )

MV7 SPORTS MARKETING, LLC )  
a limited liability company )  
Serve: Michael Vick, Member )  
12529 S. Stonebrook Circle )  
Davie, FL 33330 )  
Defendants. )

**COMPLAINT**

COMES NOW, the Plaintiff, David L. Johnson d/b/a Johnson Capital ("Johnson"), by counsel, and as and for his Complaint herein, states as follows:

**PARTIES, VENUE AND JURISDICTION**

1. Johnson is an individual doing business in the Commonwealth of Virginia with his principal office located in Chesterfield County, VA.

James E. Kane (VSB #30081)  
KANE & PAPA, P.C.  
P.O. Box 508  
Richmond, VA 23218  
(804) 225-9500 (phone)  
(804) 225-9598 (fax)  
*Counsel for Plaintiff*

2. Upon information and belief, Defendant Michael Vick is an individual residing in the State of Florida.

3. Upon information and belief, Defendant MV7 Sports Marketing, LLC ("MV7") is a limited liability company with its principal office located in the State of Florida.

4. This Court has jurisdiction pursuant to Va. Code Ann. § 8.01-328.1(1), as the cause of action herein arises out of the Defendants' transacting business in Virginia.

5. Venue is proper in Chesterfield County pursuant to Va. Code Ann. § 8.01-262(4) as the agreement upon which this action is based was entered into in Chesterfield County, all payments due thereunder were to be made in Chesterfield County, and the breach of said agreement occurred in Chesterfield County.

#### FACTS

6. The allegations contained in Paragraphs 1 through 5 are hereby restated and incorporated herein by this reference.

7. On or about February 27, 2019, Johnson loaned to Defendants the sum of \$30,000.00 pursuant to the terms and conditions set forth in a promissory note of even date, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference ("Note").

8. The Defendants are in default for nonpayment of the foregoing payments due under the Note.

9. Johnson has, in accordance with the terms of the Note, accelerated all sums due thereunder. The accelerated balance due is \$26,500.00, plus accrued interest at the rate of

eighteen percent (18%) per annum, plus monthly late fees, costs and reasonable attorney fees, all as provided in the Note.

**COUNT I**  
**(Breach of Contract)**

10. The allegations contained in Paragraphs 1 through 9 are hereby restated and incorporated herein by this reference.

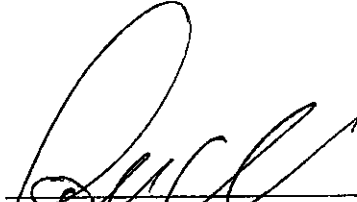
11. Defendants' aforesaid default of the Note constitutes a breach of contract.

12. Johnson has made demand upon Defendants for payment of the foregoing sums due under the Note, and Defendants have failed and refused to pay the same.

**PRAYER FOR RELIEF**

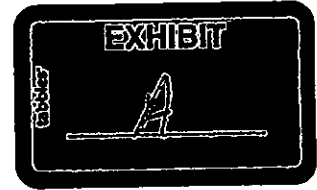
WHEREFORE, David L. Johnson d/b/a Johnson Capital prays for judgment against the Defendants Michael Vick and MV7 Sports Marketing, LLC, jointly and severally, in the amount of \$26,500.00, plus accrued interest at the rate of eighteen percent (18%) per annum from March 1, 2019 until paid, plus monthly late charges, costs and reasonable attorney fees pursuant to the first paragraph of page 2, of the Note, and for such other relief as the Court may deem appropriate.

DAVID L. JOHNSON  
d/b/a Johnson Capital  
By Counsel



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James E. Kane (VSB #30081)  
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*Counsel for Plaintiff*



**JOHNSON CAPITAL**  
**Leasing and Financing Solutions**  
11542 Smoketree Dr., Richmond VA 23236  
Ph: (804) 512-9695.

**PROMISSORY NOTE 126A**

For Value Receive the undersigned, **Michael Vick and MV7 Sports Marketing LLC** 12529 S. Stonebrook Circle Davie, Fl. 33330 on this 27th day of February 2019, promises to pay to the order of **David L Johnson DBA Johnson Capital at 11542 Smoketree Dr. Richmond, Va. 23236**, or its assigns, or such other place as the holder may designate in writing to the undersigned, the principal sum of **Thirty Thousand Dollars (\$30,000)** plus interest that will be paid in 5 consecutive monthly payments starting on **April 1st, 2019** of **Seventy Five Hundred Dollars (\$7,500.00)** per month plus a **6<sup>th</sup> consecutive monthly and final payment of Fifty Five Hundred (\$5,500.00)**. **Late Fees** will be assessed at 5% of the payment after 5 days of the due date.

In the event of any default by the undersigned in the payment of principal or interest when due or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, the unpaid balance of the principal sum of this promissory note shall at the option of the holder become immediately due and payable and the amount that is due shall accrue interest at 18%.

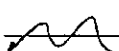
If debtor is in default on the terms of this note from the execution date of this note, Debtor relinquishes right to and agrees to deliver all collateral pledged to secure this note to David L Johnson, dba Johnson Capital or assigns. Default occurs when debtor is 30 days past due on his payment.

Borrowers' obligation in this Promissory Note is secured by the following:

Personal Guarantee of Michael Vick SS# 22X-XX-2100

Assignment of NFL Line of Duty Award Administered by Arthur Jones Esq. The Arthur Law Firm, P1 4770 Biscayne Blvd. Suite 1250 Miami, Fl. 33137, starting with the March 2019 Payment from the NFL and continuing until Note 126A is Paid in Full.

The maker and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

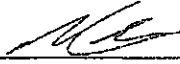
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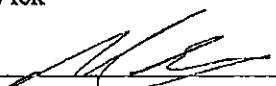
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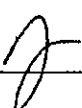

In case or suit action is instituted to collect this note, or any portion thereof, the maker promises to pay such additional sum, as the court may adjudge reasonable, attorney's fees in said proceeding.

This note is made and executed under, and is in all respects governed by, the laws of the State of Virginia.

**In Witness wherefore**, each of the undersigned has executed this agreement on the day and year first above written.

 _____	CEO
Michael Vick	Title
	CEO

 _____	Title
MV 7 Sports Marketing LLC	

 _____	 _____
David L Johnson DBA Johnson Capital	Title

RETURN SHEET FOR FILING CIVIL ACTIONS

COMMONWEALTH OF VIRGINIA

Case No. (CLERK'S OFFICE USE ONLY)

Chesterfield County

Circuit Court

David L. Johnson d/b/a Johnson Capital

v./In re:

Michael Vick

PLAINTIFF(S)

DEFENDANT(S)

MV7 Sports Marketing, LLC

I, the undersigned [ ] plaintiff [ ] defendant [x] attorney for [x] plaintiff [ ] defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

- Subsequent Actions
[ ] Claim Impleading Third Party Defendant
[ ] Monetary Damages
[ ] No Monetary Damages
[ ] Counterclaim
[ ] Monetary Damages
[ ] No Monetary Damages
[ ] Cross Claim
[ ] Interpleader
[ ] Reinstatement (other than divorce or driving privileges)
[ ] Removal of Case to Federal Court

Business & Contract

- [ ] Attachment
[ ] Confessed Judgment
[x] Contract Action
[ ] Contract Specific Performance
[ ] Detinue
[ ] Garnishment

Property

- [ ] Annexation
[ ] Condemnation
[ ] Ejectment
[ ] Encumber/Sell Real Estate
[ ] Enforce Vendor's Lien
[ ] Escheatment
[ ] Establish Boundaries
[ ] Landlord/Tenant
[ ] Unlawful Detainer
[ ] Mechanics Lien
[ ] Partition
[ ] Quiet Title
[ ] Termination of Mineral Rights

Tort

- [ ] Asbestos Litigation
[ ] Compromise Settlement
[ ] Intentional Tort
[ ] Medical Malpractice
[ ] Motor Vehicle Tort
[ ] Product Liability
[ ] Wrongful Death
[ ] Other General Tort Liability

ADMINISTRATIVE LAW

- [ ] Appeal/Judicial Review of Decision of (select one)
[ ] ABC Board
[ ] Board of Zoning
[ ] Compensation Board
[ ] DMV License Suspension
[ ] Employee Grievance Decision
[ ] Employment Commission
[ ] Local Government
[ ] Marine Resources Commission
[ ] School Board
[ ] Voter Registration
[ ] Other Administrative Appeal

DOMESTIC/FAMILY

- [ ] Adoption
[ ] Adoption - Foreign
[ ] Adult Protection
[ ] Annulment
[ ] Annulment - Counterclaim/Responsive Pleading
[ ] Child Abuse and Neglect - Unfounded Complaint
[ ] Civil Contempt
[ ] Divorce (select one)
[ ] Complaint - Contested\*
[ ] Complaint - Uncontested\*
[ ] Counterclaim/Responsive Pleading
[ ] Reinstatement - Custody/Visitation/Support/Equitable Distribution
[ ] Separate Maintenance
[ ] Separate Maintenance Counterclaim

WRITS

- [ ] Certiorari
[ ] Habeas Corpus
[ ] Mandamus
[ ] Prohibition
[ ] Quo Warranto

PROBATE/WILLS AND TRUSTS

- [ ] Accounting
[ ] Aid and Guidance
[ ] Appointment (select one)
[ ] Guardian/Conservator
[ ] Standby Guardian/Conservator
[ ] Custodian/Successor Custodian (UTMA)
[ ] Trust (select one)
[ ] Impress/Declare/Create
[ ] Reformation
[ ] Will (select one)
[ ] Construe
[ ] Contested

MISCELLANEOUS

- [ ] Amend Death Certificate
[ ] Appointment (select one)
[ ] Church Trustee
[ ] Conservator of Peace
[ ] Marriage Celebration
[ ] Approval of Transfer of Structured Settlement
[ ] Bond Forfeiture Appeal
[ ] Declaratory Judgment
[ ] Declare Death
[ ] Driving Privileges (select one)
[ ] Reinstatement pursuant to § 46.2-427
[ ] Restoration - Habitual Offender or 3rd Offense
[ ] Expungement
[ ] Firearms Rights - Restoration
[ ] Forfeiture of Property or Money
[ ] Freedom of Information
[ ] Injunction
[ ] Interdiction
[ ] Interrogatory
[ ] Judgment Lien-Bill to Enforce
[ ] Law Enforcement/Public Official Petition
[ ] Name Change
[ ] Referendum Elections
[ ] Sever Order
[ ] Taxes (select one)
[ ] Correct Erroneous State/Local
[ ] Delinquent
[ ] Vehicle Confiscation
[ ] Voting Rights - Restoration
[ ] Other (please specify)

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[x] Damages in the amount of \$ 26,500.00 are claimed.

01/21/2020

DATE

James E. Kane

PRINT NAME

Kane & Papa, P.C.

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

P.O. Box 508, Richmond, VA 23218

jkane@kaneandpapa.com

EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

[ ] PLAINTIFF [ ] DEFENDANT [x] ATTORNEY FOR [ ] PLAINTIFF [ ] DEFENDANT

\*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.