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PRINCETON FOOTBALL PARTNERS LLC
 COURT

Plaintiff

v.

FOOTBALL ASSOCIATION OF IRELAND,
 JOHN DELANEY, PADRAIG SMITH AND
 NOEL MOONEY

Defendants

UNITED STATES DISTRICT
 DISTRICT OF NEW JERSEY

DOCKET NO.

CIVIL ACTION
 COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Princeton Football Partners LLC (“PFP”), brings this Complaint against the Defendants, the Football Association of Ireland (the “FAI”), John Delaney (“Delaney”), Padraig Smith (“Smith”), and Noel Mooney (“Mooney”), referred to collectively as the “RICO Defendants”, and avers, upon information and belief, except for its own acts, which are averred on knowledge, as follows:

INTRODUCTION

1. This is a civil action brought against certain officers of the FAI seeking to remedy Defendants’ violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) over a period of two years, occurring between January 3, 2008, and November 30, 2009, that have caused substantial monetary losses to Plaintiff, as well as other damages. The RICO Defendants are responsible for engaging in a widespread scheme involving the direct solicitation of \$428,500 (approximately €300,000) in investment money from PFP to be directed toward the

Limerick 37 Football Club (“Limerick FC”). Plaintiff PFP agreed to provide funding to Limerick FC, a football (soccer) club that plays in the League of Ireland,¹ based on the RICO Defendants’ deceptive representations and false and misleading revenue projections. As part of its scheme, the RICO Defendants failed to properly represent the current financial condition of the club, and intentionally misrepresented both the current revenue potential of Limerick FC, as well as the level of financial and fundraising support that the RICO Defendants would contribute to Limerick FC’s development. The RICO Defendants continued to demand funding from PFP, a small limited liability company with limited resources, even after the RICO Defendants failed to honor their own commitments to invest and generate funds on behalf of Limerick FC. In order to persuade PFP to continue its relationship with the FAI and to encourage further investments with Limerick FC, the RICO Defendants engaged in a pattern of deception successfully designed to mislead PFP into believing that PFP’s investments, together with the RICO Defendants’ contributions in terms of fundraising and financial assistance, would be sufficient to achieve the stated goals of revitalizing Limerick FC and reshaping it into a profitable and self-sustaining football club.

2. In reality, upon information and belief, the RICO Defendants utterly misled the Plaintiff and encouraged PFP to quickly settle the outstanding debts of Limerick FC in the amount of approximately €200,000 (equivalent to slightly under \$300,000 at this point in time), but failed to provide the additional promised support, in terms of investments and assistance with organizing fundraising events and friendly matches, required to create a self-sustaining and profit-generating football club. As part of their scheme to swiftly pay off the debts of the troubled club, the RICO Defendants lured PFP into making large investments under significant

¹ Various referred to as the “eircom League of Ireland” as it was known between 2000 and 2008, based on Irish telecommunications company and corporate soccer sponsor eircom’s involvement with the League of Ireland during that time.

time pressure, continuously citing urgent deadlines for the payment of Limerick FC's debts. Through a series of outrageous omissions and flagrant departures from the truth, the RICO Defendants improperly represented to PFP that its short-term investments would stabilize the club, and that together with the assistance of the FAI, such investments would lead not only to the viability of the club in the immediate future, but also to an opportunity for PFP to own part of a revenue-generating venture. The FAI misled PFP in its discussions about Limerick FC by failing to disclose the financial realities of the League of Ireland – all clubs were in fact losing money – and the FAI failed to honor its commitments to build upon the PFP investments through its own necessary efforts.

3. As a result, the investments by PFP in Limerick FC served merely to provide a short-term solution to the club by satisfying its debt payments without creating any meaningful opportunity for the club's future profitability and success, nor any meaningful investment on the part of Plaintiff PFP in the club's future profitability and success.

4. The practices described above are believed to be part of a pattern of deceptive practices pursuant to which the RICO Defendants enter into agreements with investment partners with an eye toward debt satisfaction and financial assistance for its football clubs, but without any real intention of developing a longer-term cooperative and mutually beneficial relationship with such investors. Although both the FAI, as the governing body for soccer in the Republic of Ireland ("Ireland"), and the individual RICO Defendants, as members of this governing body, are and at all relevant times were privy to material and adverse information regarding the financial condition of the various club teams playing in the League of Ireland, they intentionally chose to overstate the club's actual near-term potential. They misleadingly painted a rosier picture of a

club's current status and future potential than was actually the case in discussing the prospects of troubled teams, in order to draw in new investors.

5. Defendants engaged in the scheme outlined above for their own benefit, in order to maintain the solvency of Limerick FC, one of the twenty-two League of Ireland football clubs for which the FAI acts as an organizing body. Throughout the relevant time period, the FAI was led by Chief Executive Officer and Board of Management member John Delaney. The FAI's Management Team (or "Executive Council") is composed of ten executive staff members, all of whom report directly to Delaney. The Management Team also includes the current Acting Head of Finance, Padraig Smith, who served as the FAI's Internal Compliance Officer during the relevant time period.

6. Defendant Delaney's challenges in dealing with the FAI's finances are well known, myriad, and ongoing, and his public statements illustrate a proclivity for overly optimistic and less than straightforward financial projections and assessments of liabilities. Indeed, in August of 2010, two years after Delaney had made public statements stressing confidence in the FAI's ability to finance a new stadium through the sale of the full allocation of 10,000 seats, Delaney announced that the FAI had sold a mere 6,300 seats. Upon the publication of further detailed revelations regarding ticket sales, Delaney clarified and admitted that the 6,300 figure actually included 900 seats attributed to ten year ticket holders from the previous stadium, none of whom had paid a cent in the two years following the launch of the debt-financed stadium project in 2008. The actual number of seats sold is likely fewer than 5,000.

7. During its 2008 and 2009 seasons, Limerick FC was a football (soccer) club based in Limerick, Ireland, and played as a First Division (second tier) club within the League of Ireland. During the relevant time period in which PFP began discussions with the FAI regarding

investment opportunities in Limerick FC, the club was in jeopardy of losing its license to compete in the League of Ireland's First Division due to outstanding debts owed to both players, the revenue authorities, and other creditors. In addition to its significant debt load and internal mismanagement, the club was also at this time suffering from anemic ticket sales and subpar attendance levels. Efforts to revitalize the club were to be supported by local government, through its regeneration plan for the Limerick city center that included a proposed stadium seating 16,500 people, and through the FAI, which pledged its "full support" to PFP, should it choose to invest in Limerick FC.

8. The RICO Defendants used the FAI as the enterprise through which they carried out their racketeering activities. Over a two-year period, through numerous meetings, telephone calls, emails, and letters, the RICO Defendants promoted this enterprise to benefit themselves and the FAI through illegally obtaining funding and related investments in the League of Ireland's teams. This was achieved by hiding the truth about the teams' financial condition and by continuing to solicit funding by making misleading statements to investors about the teams' potential, and by pressuring future investors to make financial commitments under significant time pressure. By fraudulently enticing PFP to enter into investment opportunities with Limerick FC as detailed below, the RICO Defendants ensured that they would pay off the debts of a football club within the League of Ireland in a timely fashion, without a public relations loss to themselves and without significant involvement on the RICO Defendants' part in the way of fundraising and/or the organization of profit-generating events. PFP brings this Complaint to hold the RICO Defendants liable for their unlawful actions and to hold the FAI liable for its contribution to the maintenance and success of the enterprise, all as detailed below.

PARTIES

9. Plaintiff, Princeton Football Partners LLC, is a limited liability company organized and existing under the laws of the State of New Jersey. It maintains its principal place of business at 353 Nassau Street, Princeton, New Jersey 08540.

10. Defendant, Football Association of Ireland, is a limited liability company organized and existing under the laws of the Republic of Ireland. It maintains its principal place of business at National Sports Campus, Abbotstown, Dublin 15, Ireland.

11. Defendant, John Delaney, is an individual with a business address at National Sports Campus, Abbotstown, Dublin 15, Ireland. At all times material hereto and continuing through the present, Delaney has been employed by the FAI as Chief Executive Officer and has served as a member of the FAI's Board of Management. Defendant Delaney is a resident of Ireland.

12. Defendant, Pdraig Smith, is an individual with a business address at National Sports Campus, Abbotstown, Dublin 15, Ireland. At all times material hereto, Smith was employed as Internal Compliance Officer for the FAI, and he has subsequently been named as the FAI's Acting Head of Finance, effective as of September 2010. Smith is currently a member of the FAI's Executive Council, and in such position, reports directly to Delaney. Defendant Smith is a resident of Ireland.

13. Defendant, Noel Mooney, is an individual with a business address at National Sports Campus, Abbotstown, Dublin 15, Ireland. At all times material hereto and continuing through the present, Mooney has been employed by the FAI as Head of League Marketing and Promotion. Defendant Mooney is a resident of Ireland.

JURISDICTION AND VENUE

14. This Court has jurisdiction over the subject matter and the Defendants pursuant to the Racketeer Influenced and Corrupt Organizations Act (“RICO”) 18 U.S.C. § 1961 *et seq.*, specifically, 18 U.S.C. § 1864(c) and (d). Supplemental jurisdiction applies pursuant to 28 U.S.C. § 1367 because the state law claims are so factually related to the RICO claims that they form part of the same case or controversy under Article III of the U.S. Constitution.

15. This court also has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because there is diversity of citizenship and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

16. This Court has personal jurisdiction over Defendants under N.J. Ct. R. 4:4-4 and the United States Constitution because the Defendants have transacted business within the State of New Jersey and the District of New Jersey, and purposely availed themselves of the State of New Jersey and the District of New Jersey, and Defendants should therefore have reasonably expected their actions to have consequences within the State of New Jersey and the District of New Jersey.²

17. Venue in the District of New Jersey is proper under 28 U.S.C. § 1391(a)(2) because Plaintiff is incorporated in and maintains its principal office in New Jersey. It is also proper because New Jersey is where a substantial part of the acts giving rise to this transaction

² The New Jersey Supreme Court has established that the fact that a foreign defendant’s actions causing effects in New Jersey were performed outside of the state does not prevent the state from asserting jurisdiction over a cause of action arising out of those effects. *See Blakey v. Continental Airlines*, 751 A. 2d 538, 555 (2000) (citing *Calder v. Jones*, 465 U.S. 783, 787 (1984)). In *Blakey*, the court also noted that 1) wire and mail communications are relevant contacts to be considered for purposes of establishing agreements and establishing personal jurisdiction; 2) the means of transmittal of such messages is not the critical factor, but rather, the nature of the contact is primarily determinative; and 3) if a foreign defendant’s statements are capable of and published or created with the knowledge or purpose of causing harm to plaintiff in the pursuit of his civil rights within New Jersey, those intentional contacts within the forum would satisfy the minimum contacts requirements. *Blakey v. Continental Airlines*, 751 A.2d 538, at 555-56

occurred, and New Jersey has a “strong public policy of providing a forum for the redress of wrongs committed against its residents”.³

BACKGROUND

18. Beginning in early 2007, John F. McCarthy III (“McCarthy”) discussed potential investments in various League of Ireland clubs with other members of the FAI. One such early discussion occurred on May 20, 2007 with FAI Commercial Director Rory Smyth over golf at Jasna Polana Golf Club in Princeton, New Jersey, and another occurred on May 23, 2007, with FAI Chief Executive Officer John Delaney, at a soccer match in the Meadowlands Stadium in East Rutherford, New Jersey. Defendant Smyth and Defendant Delaney’s oral communications to PFP, made on May 20, 2007 and May 23, 2007, respectively, contained false and intentionally misleading representations as to the nature of the FAI investments in teams generally, and as to the financial situation of the FAI and its teams more specifically. Despite both the nonpublic and public information known to Smyth and Delaney by reason of their senior positions and many years spent as employees within the FAI’s organization, Defendants knowingly misrepresented and misled Plaintiff PFP in an effort to quickly garner outside funds to pay off Limerick FC’s outstanding debts.

19. As an investor with limited funds but a strong interest in Irish club soccer and in ensuring the success and development of certain of these Irish club teams, McCarthy, through his limited liability company, PFP, sought an opportunity to strategically invest a finite amount of funds into a League of Ireland club in order to aid in improving the future business of the club, and to create an opportunity for PFP to be a part of the future successes of the club.

³ *Yousef v. General Dynamics Corp.*, 205 N.J. 543, 563 (2011).

20. At no time did PFP aim to utilize its funds merely as debt relief -- simply bailing out a struggling team and then walking away, viewing its work as finished once outstanding and ongoing debts were paid off. PFP instead sought a strategic investment opportunity and a genuine relationship with the club and the FAI, and at the outset and throughout the relevant time period, it delineated to the FAI forward-thinking plans clearly defining the amounts and types of financial and organizational support required from the FAI in order create a worthwhile investment of PFP's limited monies.

21. The Limerick FC investment opportunity, as presented by Defendants, was attractive to PFP, as it appeared to truly provide an opportunity for PFP to work together with the FAI to improve the business and financial aspects of a struggling Irish soccer team through limited strategic investments and disciplined management. As explained to Plaintiff and detailed below, this investment would allegedly in turn allow PFP to nurture and sustain an ongoing relationship with a viable Irish soccer club. The RICO Defendants minimized the actual depths of the financial and organizational challenges that existed and presented future projections for the club that grossly underestimated the timeline and financial investments required to fulfill such optimistic projections. On information and belief, the RICO Defendants did not believe the financial projections to be accurate at the time that they were provided.

22. But for these promises and fraudulent misrepresentations, Plaintiff PFP would not have agreed to purchase a senior soccer team in Ireland on the verge of collapse. Plaintiff relied, to its detriment and harm, on the representations of the RICO Defendants regarding their support and backing of Limerick FC and their stated shared devotion to its future success under the guidance and strategic investment -- as well as debt payment -- of Plaintiff PFP. Upon information and belief, the RICO Defendants never intended to adequately support Limerick FC

as well as its new owner and investor, PFP, in a way that would meet the business and financial projections as represented to PFP. Rather, they intended to use PFP's investments as a means for paying off the club's legacy debt, without providing the extensive support to the club and PFP as described to PFP when pitching the investment opportunity. By misleading PFP as to the amount of support to be offered and the subsequent degree of success and financial stability capable of being achieved, the RICO Defendants successfully induced Plaintiff to quickly invest in the club and satisfy the club's debts in a highly accelerated timeframe.

FACTUAL ALLEGATIONS

I. The FAI's Pitch to PFP Regarding Investment in Limerick FC

23. On January 3, 2008, Plaintiff PFP received a telephone call at its New Jersey office from Defendant Pdraig Smith, the FAI's Internal Compliance Officer at the time, broaching the topic of an investment opportunity with Limerick FC. Defendant Smith's communications to PFP made via telephone on January 3, 2008 and via email on January 4, 2008, contained false and intentionally misleading representations regarding the nature of the investment opportunity and the current financial situation of Limerick FC. Despite both the nonpublic and public information known to him by reason of his senior position and many years spent as an employee within the FAI's organization, Defendant knowingly misrepresented and misled Plaintiff PFP in an effort to quickly garner outside funds to pay off Limerick FC's outstanding debts. A copy of Smith's January 3, 2008 electronic communication to PFP, which includes the false representations as set out herein, is attached as Exhibit "A" to this Complaint.

24. The following day, on January 4, 2008, Smith sent a follow up email to McCarthy, PFP's sole member, providing some detail on the state of the club, outlining the investment opportunity, and further pitching the idea to PFP. The Limerick FC investment

proposal, as set out in Smith's email of January 4, 2008, presented and promised an investment opportunity along the known contours of PFP's established interest. This email also included representations by Smith that were false and/or intentionally misleading, with Smith assuring PFP of the FAI's devotion and commitment to revitalizing Limerick FC, in stating that "[f]ootball in Limerick is vital to the success of the eircom League of Ireland," and further, pledging to PFP that "should you choose to invest in the club you would have the full support of the Football Association of Ireland". Indeed, PFP chose to invest in Limerick FC and the FAI's promised "full support" never materialized.

25. The January 4, 2008 email from Smith contained additional false and misleading statements, including a list of ways in which the FAI would effectuate said full support of Limerick FC and its potential investor, stating: "this will include access to the expertise within the association in the areas of running a club in the eircom League of Ireland[,] from club promotions and marketing to the financial and organization structures required to ensure the club is successful", and the provision of several financial figures and projections relating to the League of Ireland generally, and relating specifically to Limerick FC's estimated potential for future success. Smith stated that, based on 2006 statistics, the average turnover for a First Division club was €409,000, (approximately \$600,000) with an average total expenditure of €441,000 (approximately \$650,000). For First Division clubs based in larger cities such as Limerick, Smith stated that figures operated on a larger scale, with turnovers at €700,000 (over \$1,000,00) and expenses also at the €700,000 mark. It is unclear how Smith calculated and arrived at such projections.

26. Smith's January 4, 2008 email, in addition to soliciting PFP for an initial investment of €150,000 (over \$220,000) to purchase 60% of the club and eliminate all of the

club's legacy debt, encouraged PFP to believe it was truly making an investment capable of creating real growth – the Plaintiff's stated aim in investing with the FAI – by representing to PFP that “[w]ith a sound business plan and good organizational structures Limerick 37 Football Club should be in a position to generate income comparable with [First Division] clubs in larger cities immediately” (emphasis added). Smith falsely represented Limerick FC's financial projections. He closed his email pitch to PFP by focusing on the club's potential for future success, in saying that “the benefits which could be realized in the future far outweigh the current predicament the club finds itself in,” and by reiterating the FAI's expansive pledge of support in claiming that “you would have the full backing of the Football Association of Ireland should you choose to join the football family in Ireland”. On information and belief, Smith did not believe these statements and projections to be true or accurate at the time that he provided them.

27. Also on January 4, 2008, in a separate communication via teleconference that occurred between PFP and Defendant Mooney, the FAI's Club Promotions Officer, Defendant Mooney echoed some of Smith's claims by stating to PFP that Limerick FC could indeed be run on a “self-sustaining basis”. On information and belief, Mooney did not believe these statements to be true at the time that he made them.

II. RICO Defendants' Scheme Used PFP's Investments to Quickly Satisfy Limerick FC's Debts With Little Accompanying Support in Furtherance of RICO Defendants' Representations and Plaintiff's Wishes to Use PFP's Investments Toward Building a Future for Limerick FC

28. In his January 4, 2008 email initially discussing the potential purchase of Limerick FC, Defendant Smith stated the club's debts currently amounted to €90,000 (over

\$132,000). Notwithstanding the fact that 1) Smith claimed to not have any financial information on the club at this time, and 2) Plaintiff had only just been informed of the investment opportunity one day prior to receipt of the email soliciting an investment in Limerick FC, Smith was undeterred in asking PFP to pay the entire debt load within the next twenty-seven days, in order to meet Limerick FC's January 31, 2008 deadline for payments of its debts. Smith continued to represent to PFP that if it should agree to quickly satisfy the legacy debt of Limerick FC in an accelerated timeframe, the FAI would fully support PFP's stated efforts to revitalize the club in the very near future. Smith stressed that the €90,000 sum was "not so significant as to be insurmountable" and would be outweighed by future benefits to be realized.

29. On or about January 10, 2008, approximately one week after the initial Limerick FC communications between Smith and PFP, Smith revised his earlier estimation of the club's debt from €90,000 (over \$132,000) and stated to PFP a sum more than twice that, €200,000 (approximately \$295,000).

30. On January 14, 2008, despite this vastly increased number, Smith again reiterated to PFP on another telephone conference call that the debts had to be paid within the next two weeks – by January 31, 2008.

31. On or about January 18, 2008, PFP's McCarthy met with Defendant Delaney in Limerick, Ireland, at which point McCarthy clearly stated that while PFP was capable of assuming the full amount of the Limerick FC debts in the order of €200,000, it was not capable of making up what PFP calculated to be an expected €100,000 in losses each year. PFP strongly believed that Limerick FC was in no position to break even financially at this point in time, and based upon this belief and a desire to move forward with a plan to revitalize Limerick FC, PFP sought a pledge from Delaney that in consideration of PFP's agreement to cover the €200,000 of

the club's outstanding debts to keep the team licensed and solvent, the FAI would step in and assist the club in meeting the €100,000 annual shortfall through fundraisers, ticket sales, international matches, and other means of financial and organizational support aimed at generating funds.

32. On or about January 21, 2008, following the above referenced conversation and Delaney's promise of January 18, 2008, in which he told PFP that he would support Limerick FC with two fundraisers a year that would net €100,000 per year – enough to cover the discussed annual shortfall as anticipated by Plaintiff, PFP entered into a shareholder agreement (the "Agreement") with the existing shareholders of Limerick FC. PFP entered into the Agreement in reliance on the fraudulent misrepresentations made by the RICO Defendants throughout the month of January 2008, regarding Limerick FC's potential to be "run on a self sustaining basis", its market potential, its fundraising and ticket sales potential, its financial projections generally, and regarding the FAI's actual level of financial and organizational support.

33. On or about January 20, 2008, the RICO Defendants solicited a wire transfer payment from PFP, and, in accordance with the terms of the Agreement, PFP authorized an electronic funds transfer from its Princeton, New Jersey bank branch in the amount of \$120,000, made payable to Limerick FC. This amount constituted a portion of PFP's initial investment. In the weeks and months immediately following this first of several wire transfers (as set forth below in paragraph 58) transmitted by PFP to Limerick FC in order to satisfy the club's debt obligations, PFP continued to plan for the future of Limerick FC. PFP accomplished this by proactively arranging meetings and maintaining a steady stream of communication and requests for action with regard to areas in which the FAI had previously pledged its support, including fundraising dinners and attempts to arrange friendly matches.

III. FAI's Breach of the Agreement

34. In a conference on January 18, 2008 in Limerick, Defendant Delaney agreed that the FAI would provide at least €100,000 in support each year for Limerick FC, and Delaney also agreed to promote two fundraisers per year for a period of three years. PFP confirmed that understanding in a letter dated September 23, 2008, attached hereto as Exhibit "B."

IV. The Truth is Revealed: RICO Defendants' False and Misleading Statements and Failures to Assist PFP Per Their Prior Representations Result in McCarthy's Resignation as Chairman and President of Limerick FC

35. Despite McCarthy's repeated and myriad requests for FAI action made over the course of his eighteen-month tenure as Chairman and President of Limerick FC, the RICO Defendants failed to deliver on their prior and repeated statements assuring PFP that they would provide the assistance and support necessary to revitalize an ailing team such as this one. PFP continuously reached out to the RICO Defendants through telephone calls and emails from its office in New Jersey in a sustained effort to take the necessary steps to improve the club's business and financial futures. The RICO Defendants initially promised massive support across several realms, then slowly began to backtrack on their prior statements, with small offers of assistance occasionally borne out, but never resembling the level of support that was a) promised by the FAI, b) relied upon by PFP in deciding to invest money in Limerick FC, and c) necessary to keep Limerick FC not only solvent (a bare minimum requirement for licensing reasons), but in a position to survive and break even in the upcoming seasons.

36. On October 1, 2008 the FAI refused to provide requested interim funding in the amount of €60,000 (approximately \$85,000). This constituted a failure to comply with the FAI's previous statement of January 18, 2008, and resulted in yet another instance in which the FAI

failed to support the PFP, and in which the FAI's acts or omissions in noncompliance with previously made false and misleading statements hurt the financial viability of Limerick FC.

37. On October 20, 2008, a memorandum to PFP from the FAI's Helen Raftery and John Byrne rejected an outside accounting firm's proposal that FAI provide support to the club, again failing to comply with the FAI's previous statement of January 18, 2008, and as such, another instance in which the FAI's acts or omissions in noncompliance with previously made false and misleading statements hurt the financial viability of Limerick FC. Shortly thereafter, the FAI's refusal to sanction friendly matches during the 2008 and 2009 summers, including a friendly match in collaboration with Platinum One, a Dublin-based sports promotion company was yet another example of the FAI's noncompliance with its own previous statement of January 18, 2008.

38. On June 12, 2009, as PFP began to realize the full extent of the misrepresentations, the firm unwillingness of the FAI to support the Limerick FC team in the necessary and promised capacity, and the impossibility of "saving" and developing the Limerick team on its own, without outside assistance, PFP drafted a detailed message spelling out its concerns and frustrations with the FAI. This message was sent electronically to Defendant Delaney, and outlined some of the previously made false and misleading statements of the FAI, a copy of which is attached hereto as Exhibit "C."

39. On June 16, 2009, in an email communication addressed to McCarthy and the PFP, rather than discuss any of the shortcomings, misrepresentations, or failures on the part of the FAI, Defendant Delaney refuted all points (a copy of which is attached hereto as Exhibit "D.") At this point in time, the fragile relationship between the FAI and PFP began to completely unravel and come to a close.

40. In a letter dated April 5, 2011 (a copy of which is attached hereto as Exhibit "E") in a final attempt to work together with Delaney and the FAI, McCarthy sought to mediate the issue through a former government minister in Ireland. Delaney refused to return any of McCarthy's telephone calls and refused to consider any proposals to mediate the matter, thus proving Delaney's statement of June 18, 2008, in which he promised material support to be materially misleading and/or false.

41. On November 30, 2009, after negotiating for the purchase of his shares in Limerick FC with new investor Pat O'Sullivan ("O'Sullivan"), McCarthy resigned as President and Chairman of Limerick FC.

42. On or about February 2010, RICO Defendant FAI licensed a new company, Munster Football Club Limited ("Munster FC"), doing business as Limerick FC, as the football (soccer) team in Limerick. O'Sullivan set up Munster FC as a result of discussions with RICO Defendant FAI, in which the FAI chose to award the football license for the city of Limerick to Munster FC instead of Limerick FC, the soccer club for which PFP's McCarthy previously served as Chairman and Director. When it suited FAI to pay off the working debts of an existing licensee, RICO Defendant FAI insisted to PFP that it must be done and done immediately. When it suited RICO Defendant FAI to simply ignore existing working debts and instead create a new licensee for the main soccer club in the city of Limerick, it arbitrarily did so, as was the case with Delaney in his dealing with O'Sullivan and new licensee Munster FC.

43. At all relevant times, PFP performed all of its obligations under the Agreement, and fulfilled all promises made, including paying €200,000 in legacy debts to Limerick FC. Additionally, PFP spent another €100,000 on club-related expenses. The total sum spent by PFP

to fund Limerick FC-related expenses is \$428,500, invested within the first seven months of PFP's tenure as President and Chairman of the club.

44. As a result of the RICO Defendants' improper conduct, PFP lost \$428,500 by relying on the RICO Defendants' initial statements assuring PFP of its imminent support and assistance.

CLAIMS FOR RELIEF

COUNT I

CONDUCT AND PARTICIPATION IN A RICO ENTERPRISE THROUGH A PATTERN OF RACKETEERING – 18 U.S.C. § 1962(c) (Plaintiff v. Delaney, Smith, and Mooney)

45. Plaintiff incorporates by reference the averments of the preceding paragraphs as if set forth in full herein.

The Enterprise

46. Plaintiff is informed and believes, and based thereon alleges, that an enterprise, specifically FAI, existed within the meaning of 18 U.S.C. § 1961, and that the RICO Defendants Delaney, Smith, and Mooney associated together, under the organization of the FAI, with the common purpose of using the FAI as a vehicle for defrauding Plaintiff of \$428,500 in investment monies.

47. The FAI is ongoing and functions as a continuing unit.

48. The activities of the RICO Defendants related to the FAI involve, without limitation: (i) grossly and purposefully overstating the revenue potential of Limerick FC as a First Division club; (ii) grossly and purposefully overstating the fundraising potential of two yet-to-be organized fundraising events on behalf of Limerick FC in the coming year; (iii) grossly and purposefully overstating the financial and/or organizational support to be provided by the FAI with the aforementioned fundraising events (the FAI assisted in organizing one such dinner) and

with the organization of friendly matches (which the FAI refused to allow in the summers of 2008 and 2009); (iv) repeatedly insisting on immediate and upfront payments from PFP for the payment of existing debts of Limerick FC and encouraging such payments through the overstatement of longer-term “opportunities” arising with Limerick FC’s growth as part of the Limerick Regeneration Plan; (v) procuring wire payments in the amount of \$428,500 from PFP and putting such funds predominantly toward the payment of Limerick FC’s existing debts without building on such investments with FAI’s own contributions toward Limerick FC’s long term success and regeneration; (vi) licensing a new club, Munster FC, instead of paying off the working debts of previous licensee Limerick FC, after insisting to PFP and ensuring that all working debts be paid before a new investor such as PFP’s McCarthy could proceed with his role as Director and Chairman of the Limerick soccer club; and (vii) concealing the enterprise and pattern of racketeering activity from PFP.

49. The FAI has an independent existence and purpose beyond the predicate acts and pattern of racketeering itself, which includes primarily its work as an organizing and governing body for football (soccer) in the Republic of Ireland.

50. The FAI is composed of both voluntary and executive members, with the executive members split across three distinct sections of the organization: the FAI Council, the Board of Management and Committees, and the FAI Administration Staff. The FAI Council consists of sixty members, with the Council members responsible for electing the FAI’s President. The Board of Management typically consists of ten members (including the Chief Executive Officer, the President, and the Vice President), five of whom are chairmen of six committees. In his role as Chief Executive Officer, Defendant Delaney oversees and is reported to by all ten members of the FAI’s Executive Council.

51. The FAI is engaged in foreign commerce. Specifically, it coordinates and transacts with investors, vendors, and competitor teams and organizations worldwide. It is operating a Ponzi scheme both inside and outside of Ireland in which it lures in investors based on false financial projections and misleading statements regarding its own level of involvement and assistance with regard to future owners and investors of its teams and football clubs.

Pattern of Racketeering

52. The pattern of racketeering involved more than twelve (12) predicate acts since January of 2008, all constituting wire fraud as defined by 18 U.S.C. § 1343 and directly causing financial harm to PFP, including the loss of \$428,500 in direct investment in Limerick FC.

53. Delaney, Smith, and Mooney were able to commit the predicate offenses specifically alleged below by virtue of their positions within the FAI and involvement in the affairs of the FAI.

54. The RICO Defendants engaged in a pattern of racketeering by (i) grossly and purposefully overstating the revenue potential of Limerick FC as a First Division club; (ii) grossly and purposefully overstating the fundraising potential of two yet-to-be organized fundraising events on behalf of Limerick FC in the coming year; (iii) grossly and purposefully overstating the financial and/or organizational support to be provided by the FAI with the aforementioned fundraising events (the FAI assisted in organizing one such dinner) and with the organization of friendly matches (which the FAI refused to allow in the summers of 2008 and 2009); (iv) repeatedly insisting on immediate and upfront payments from PFP for the payment of existing debts of Limerick FC and encouraging such payments through the overstatement of longer-term “opportunities” arising with Limerick FC’s growth as part of the Limerick Regeneration Plan; (v) procuring and accepting wire payments in the amount of \$428,500 from

PFP and putting such funds predominantly toward the payment of Limerick FC's existing debts without building on such investments with FAI's own contributions toward Limerick FC's long term success and regeneration; (vi) licensing a new club, Munster FC, instead of paying off the working debts of previous licensee Limerick FC, after insisting to PFP and ensuring that all working debts be paid before a new investor such as PFP's McCarthy could proceed with his role as Director and Chairman of the Limerick soccer club; and (vii) concealing the enterprise and pattern of racketeering activity from PFP.

55. The RICO Defendants in their pattern of racketeering activity regularly used international telephone and facsimile transmission lines, cellular phones, and internet transmission while engaging in foreign commerce for the purposes of committing fraud or deceit, and in divesting PFP of \$428,500.

RICO Offenses

56. As alleged with particularity below, each RICO Defendant is associated with the FAI, and conducted or participated in the FAI's affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c) and (d).

Predicate Offenses – Wire Fraud

57. The RICO Defendants knowingly and willfully devised a scheme to defraud PFP of \$428,500 through repeated false representations concerning the financial condition of Limerick FC and club's financial projections as relayed to PFP, as well as the amount and type of financial and organizational support the FAI would be providing to Limerick FC and PFP. In doing so, the RICO Defendants used international telephone and facsimile transmission lines, cellular phones, and internet and wire transmission to secure multiple payments from PFP.

58. Each of the RICO Defendants committed numerous predicate acts in the nature of knowingly fraudulent communications by wire. On the dates listed below, the Defendants committed the predicate acts and knowingly and willfully defrauded PFP of the following amounts via wire transfer:

(a) On January 20, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$120,000.

(b) On February 5, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$75,000.

(c) On February 25, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$10,000.

(d) On February 26, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$10,000.

(e) On February 28, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in

detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$30,000.

(f) On March 18, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$12,000.

(g) On March 20, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$25,000.

(h) On April 21, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$15,000.

(i) On May 19, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$50,000.

(j) On June 11, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$37,000.

(k) On July 21, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$29,500.

(l) Finally, on August 14, 2008, as a result of the RICO Defendants' actions, and in reliance on the RICO Defendants' false and misleading statements, all of which are set out in detail in paragraph 54 above, Plaintiff PFP executed a wire payment to Limerick FC in the amount of \$15,000. In sum, based on Defendants' action and false and misleading statements as set forth in paragraph 54, PFP was induced into making twelve separate wire payments to Limerick FC for a grand total amount of \$428,500.

59. The RICO Defendants' scheme as it relates to PFP began in January of 2008, and continued uninterrupted until PFP finally removed itself from the situation through its sole member McCarthy's divestiture of his ownership shares and resignation from the position of President and Chairman of Limerick FC. As a result of the scheme, PFP has incurred damages in the amount of \$428,500.

Delaney, Smith, and Mooney's

Participation in the Pattern of Racketeering Activity

60. Delaney's Participation:

(a) As the Chief Executive Officer of the FAI, as well as a member of the FAI's Board of Management, Delaney directed, controlled, and approved all activities taken in furtherance of the racketeering activity, including: (i) the RICO Defendants' gross and purposeful overstatements of the revenue potential of Limerick FC as a First Division club; (ii) the RICO Defendants' gross and purposeful overstatement of the fundraising potential of two

yet-to-be organized fundraising events on behalf of Limerick FC in the coming year; (iii) the RICO Defendants' gross and purposeful overstatement of the financial and/or organizational support to be provided by the FAI with the aforementioned fundraising events and with the organization of friendly matches (which the FAI refused to allow in the summers of 2008 and 2009); (iv) repeatedly insisting on immediate and upfront payments from PFP for the payment of existing debts of Limerick FC and encouraging such payments through the fraudulent misrepresentation of longer-term "opportunities" arising with Limerick FC's growth as part of the Limerick Regeneration Plan; (v) procuring and facilitating wire payments made payable to Limerick FC in the amount of \$428,500 from PFP and directing such funds predominantly toward the payment of Limerick FC's existing debts rather than using such investments along with FAI's own contributions toward Limerick FC's long term success and regeneration; (vi) licensing a new club, Munster FC, instead of paying off the working debts of previous licensee Limerick FC, after insisting to PFP and ensuring that all working debts be paid before a new investor such as PFP's McCarthy could proceed with his role as Director and Chairman of the Limerick soccer club; and (vii) concealing the enterprise and pattern of racketeering activity from PFP.

(b) At the direction, control, and approval of Delaney, PFP was repeatedly asked for payments under the Agreement and otherwise via electronic mail, facsimile, and/or telephone.

(c) Delaney received and accepted the fraudulently obtained wire payments from PFP in the amount of \$428,500 on the dates set forth in paragraph 53 of this Complaint.

(d) Upon information and belief, Delaney and representatives of Delaney transmitted and received correspondence, documents, and other data used in furtherance of the

scheme to defraud PFP of its investment monies via international telephone and facsimile transmission lines and by the internet.

61. Smith's Participation:

(e) Smith used his position as Internal Compliance Officer for the FAI to request and acquire funding, particularly regarding the payment of legacy debt, for Limerick FC. Such requests were made by email and international telephone lines. *See* January 4, 2008 email from Smith to McCarthy, attached hereto as Exhibit "A." Smith pressured PFP to quickly invest in Limerick FC at the outset of the investment discussions by stressing the impending deadline for Limerick FC's debt payments, and by stating that PFP's investment in the club would secure the FAI's continued support and partnership in improving the business and financial success of the financially troubled Limerick team. Smith repeatedly reassured PFP of the FAI's short term and long term support of Limerick FC, through statements such as this one, made in an email message to McCarthy on June 22, 2009: "I trust that our shared goal of securing the short term future of the club and its long term viability will see all parties agree to this request to meet". Smith knew these representations to be materially false and misleading when he made them, and they resulted in PFP investing in Limerick FC in reliance on such statements and pledges.

(f) Smith procured the fraudulently obtained wire payments from PFP in the total amount of \$428,500 on the dates set forth in paragraph 58 of this Complaint.

(g) Upon information and belief, Smith and representatives of Smith transmitted and received correspondence, documents, and other data used in furtherance of the scheme to defraud PFP of its investment monies via international telephone, telefax lines, and the internet.

62. Mooney's Participation:

(h) Upon information and belief, Mooney and representatives of Mooney transmitted and received correspondence, documents, and other data used in furtherance of the scheme to defraud PFP of its investment monies via international telephone, telefax lines, and via the internet.

Violation of Section 1962(c)

63. As alleged with particularity above, Defendants Delaney, Smith, and Mooney worked together and in concert, participating in the conduct of the FAI's affairs through a pattern of racketeering activities.

64. As alleged with particularity above, the facts demonstrate that Delaney, Smith, and Mooney each unlawfully, willingly, and knowingly performed the acts or omissions and conducted or participated directly or indirectly in the conduct of the FAI's affairs through the means of a pattern of racketeering activities.

65. As a direct and proximate result of the aforementioned RICO conduct, PFP has incurred damages in the amount of \$428,500.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against Defendants Delaney, Smith, and Mooney for treble damages, together with interest, costs, and reasonable attorneys' fees as provided by 18 U.S.C. § 1964, and such other relief as the Court deems just and proper.

COUNT II
BREACH OF CONTRACT
(Plaintiff v. FAI)

1. Plaintiff incorporates by reference the averments of the preceding paragraphs as if set forth in full herein.

2. On or about January 18, 2008, PFP and FAI entered into an oral agreement.

3. Pursuant to the agreement, the FAI agreed to provide annual support to Limerick FC in the amount of at least €100,000.

4. As a result of the FAI's breach of the agreement, PFP has suffered damages.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against FAI in the amount of \$428,500 for compensatory and such additional damages permitted by law, together with interest, costs, and reasonable attorneys' fees, and such other relief as the Court deems just and proper.

COUNT III
COMMON LAW FRAUD/FRAUD IN THE INDUCEMENT
(Plaintiff v. Defendants)

1. Plaintiff incorporates by reference the averments of the preceding paragraphs as if set forth in full herein.

2. The RICO Defendants intentionally misrepresented the circumstances surrounding the financial condition of Limerick FC, the FAI's willingness and ability to assist and support PFP with regard to fundraising and organizing events on behalf of Limerick FC, and the nature of the relationships between PFP, the FAI, and Limerick FC, following PFP's initial investments, all for the purpose of inducing investments from PFP that the RICO Defendants could then use for purposes only consistent in part with those purposes for which they were solicited and represented.

3. At the time that the RICO Defendants solicited those investments, they did not believe that the representations they made to PFP were truthful, and they did not believe that PFP would have made those investments had the RICO Defendants disclosed their actual expectations for the club's potential revenues and for the fundraising achievements and the promised collaboration and support, or lack thereof, of the FAI.

4. Among other statements and omissions, the FAI promised and made representations that, *inter alia*: Limerick FC could “break even” during the upcoming season; Limerick FC could be run on a “self-sustaining basis”; the FAI would provide “full support” and “full backing” to PFP if it ultimately chose to invest in Limerick FC; and that with a sound business plan and good organizational structures, Limerick FC could be in a position to immediately generate income comparable with First Division clubs in larger cities.

5. As a result of these false statements and omissions on the part of the RICO Defendants, PFP has suffered damages.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against the RICO Defendants for rescission of its agreements with PFP in the amount of \$428,500 for compensatory and punitive damages, together with interest, costs, and reasonable attorneys’ fees, and such other relief as the Court deems just and proper.

COUNT IV
PRIMA FACIE TORT – RESTATEMENT (SECOND) § 870
(Plaintiff v. RICO Defendants)

1. Plaintiff incorporates by reference the averments of the preceding paragraphs as if set forth in full herein.

2. Through operation of the scheme caused above, the RICO Defendants have intentionally caused injury to PFP. The conduct of the RICO Defendants in fraudulently soliciting and using the investments from PFP is culpable and has no lawful justification.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against the RICO Defendants in an amount of \$428,500 for compensatory and punitive damages, together with interest, costs, and reasonable attorneys’ fees, and such other relief as the Court deems just and proper.

COUNT V

**NEGLIGENCE
(Plaintiff v. FAI)**

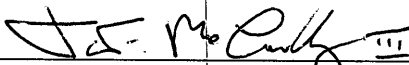
1. Plaintiff incorporates by reference the averments of the preceding paragraphs as if set forth in full herein.
2. The FAI had a duty to supervise and monitor the activities of the RICO Defendants.
3. The FAI acted with negligence when it allowed multiple of its members across various committees and organizational roles to – in the absence of formally prepared financial statistics for the company – present inaccurate financial figures, estimates, and projections to potential investors, which PFP then relied on in determining whether and how much to invest with the FAI and its associated clubs.
4. The FAI's failure to supervise and monitor its employees led directly to and proximately caused injury to PFP as described above.
5. PFP has suffered actual harm as a result of FAI's failure.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against FAI in the amount of \$428,500 for compensatory damages, together with interest, costs, and reasonable attorneys' fees, and such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a jury trial of all claims for relief that may be tried before a jury.

Dated: September 6, 2011



John F. McCarthy, III, Counselor at Law, L.L.C.
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