

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA**

ARENA FOOTBALL ONE, LLC, a )  
Louisiana limited liability company, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ARENA2 OF ARKANSAS, LLC, an )  
Arkansas limited liability company, )  
 )  
Defendant. )

Case No: 10-CV-118-GKF-TLW

**ANSWER TO DEFENDANT’S COUNTERCLAIM**

**COMES NOW**, Plaintiff, Arena Football One, LLC (“Plaintiff”) and for its Answer to Defendant’s Counterclaim (Dkt. # 16) would state as follows:

1. Plaintiff admits the allegations set forth in paragraph 1 of Defendant’s Counterclaim.
2. Plaintiff admits that the discussions included the possibility of two tiers of teams. Plaintiff denies all other allegations set forth in paragraph 2 of Defendant’s Counterclaim.
3. Plaintiff admits that there were discussions relating to the reduced cost structure of a second tier team. Plaintiff denies all other allegations set forth in paragraph 3 of Defendant’s Counterclaim.
4. Plaintiff denies the allegations set forth in paragraph 4 of Defendant’s Counterclaim.
5. Plaintiff denies the allegations set forth in paragraph 5 of Defendant’s Counterclaim.
6. Plaintiff admits the allegations set forth in paragraph 6 of Defendant’s Counterclaim.
7. Plaintiff admits the allegations set forth in paragraph 7 of Defendant’s Counterclaim.
8. Plaintiff denies the allegations set forth in paragraph 8 of Defendant’s Counterclaim.
9. Plaintiff denies the allegations set forth in paragraph 9 of Defendant’s Counterclaim.
10. Plaintiff denies the allegations set forth in paragraph 10 of Defendant’s Counterclaim.

11. Plaintiff admits that Defendant agreed to purchase an ownership interest in Plaintiff; all other allegations contained in paragraph 11 of Defendant's Counterclaim are denied.
12. Plaintiff admits that Defendant paid \$5,000.00 to Plaintiff; all other allegations contained in paragraph 12 of Defendant's Counterclaim are denied.
13. Plaintiff admits that Defendant's delivered a letter of credit in the amount of \$100,000.00 to Plaintiff; all other allegations contained in paragraph 13 of Defendant's Counterclaim are denied.
14. Plaintiff denies the allegations set forth in paragraph 14 of Defendant's Counterclaim.
15. Plaintiff denies the allegations set forth in paragraph 15 of Defendant's Counterclaim.
16. Plaintiff denies the allegations set forth in paragraph 16 of Defendant's Counterclaim.
17. Plaintiff denies the allegations set forth in paragraph 17 of Defendant's Counterclaim.
18. Plaintiff denies the allegations set forth in paragraph 18 of Defendant's Counterclaim.
19. Plaintiff denies the allegations set forth in paragraph 19 of Defendant's Counterclaim.
20. Plaintiff denies the allegations set forth in paragraph 20 of Defendant's Counterclaim.
21. Plaintiff denies the allegations set forth in paragraph 21 of Defendant's Counterclaim.
22. Plaintiff denies the allegations set forth in paragraph 22 of Defendant's Counterclaim.

**FIRST CAUSE OF ACTION**  
(Rescission)

23. No response is necessary to paragraph 23 of Defendant's Counterclaim.
24. Plaintiff denies the allegations set forth in paragraph 24 of Defendant's Counterclaim.
25. Plaintiff denies the allegations set forth in paragraph 25 of Defendant's Counterclaim.
26. Plaintiff denies the allegations set forth in paragraph 26 of Defendant's Counterclaim.
27. Plaintiff denies the allegations set forth in paragraph 27 of Defendant's Counterclaim.
28. Plaintiff denies the allegations set forth in paragraph 28 of Defendant's Counterclaim

29. Plaintiff denies the allegations set forth in paragraph 29 of Defendant's Counterclaim.
30. Plaintiff denies the allegations set forth in paragraph 30 of Defendant's Counterclaim.
31. Plaintiff denies the allegations set forth in paragraph 31 of Defendant's Counterclaim.
32. Plaintiff denies the allegations set forth in paragraph 32 of Defendant's Counterclaim.
33. Plaintiff denies the allegations set forth in paragraph 33 of Defendant's Counterclaim.
34. Plaintiff denies the allegations set forth in paragraph 34 of Defendant's Counterclaim.
35. Plaintiff denies the allegations set forth in paragraph 35 of Defendant's Counterclaim.
36. Plaintiff denies the allegations set forth in paragraph 36 of Defendant's Counterclaim.
37. Plaintiff denies the allegations set forth in paragraph 37 of Defendant's Counterclaim.
38. Plaintiff denies the allegations set forth in paragraph 38 of Defendant's Counterclaim.
39. Plaintiff denies the allegations set forth in paragraph 39 of Defendant's Counterclaim.
40. Plaintiff denies the allegations set forth in paragraph 40 of Defendant's Counterclaim.
41. Plaintiff denies the allegations set forth in paragraph 41 of Defendant's Counterclaim.
42. Plaintiff denies the allegations set forth in paragraph 42 of Defendant's Counterclaim.

**Second Cause of Action  
(Breach of Contract)**

43. No response is necessary to paragraph 43 of Defendant's Counterclaim.
44. Plaintiff denies the allegations set forth in paragraph 44 of Defendant's Counterclaim.
45. Plaintiff denies the allegations set forth in paragraph 45 of Defendant's Counterclaim.

**Third Cause of Action  
(Indemnification)**

46. No response is necessary to paragraph 46 of Defendant's Counterclaim.
47. Plaintiff denies the allegations set forth in paragraph 47 of Defendant's Counterclaim.
48. Plaintiff denies the allegations set forth in paragraph 48 of Defendant's Counterclaim.

49. No response is necessary to paragraph 49 of Defendant's Counterclaim.
50. Plaintiff denies each and every allegation in Defendant's Counterclaim not specifically addressed above.

**AFFIRMATIVE DEFENSES**

51. Defendant has failed to state a claim upon which relief can be granted.
52. Defendant has failed to plead fraud with the required specificity.
53. Defendant's claims are barred in whole or part by unclean hands.
52. Defendant's claims are barred in whole or part by estoppel.
53. Defendant's claims are barred in whole or part by waiver.
54. Defendant's claims are barred in whole or part by the statute of frauds.
55. Defendant's claims are barred in whole or part by failure of consideration.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff, Arena Football One, LLC, requests that this Court grant judgment in Plaintiff's favor and against Defendant on Defendant's Counterclaim, award Plaintiff's its attorney fees and costs incurred in this matter and grant any additional relief this Court deems just and equitable.

Respectfully Submitted,

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/s/  
Thomas L. Vogt, OBA 10995  
Adam J. Strange, OBA 20347  
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15 E. 5<sup>th</sup> Street, Suite 3800  
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**Attorneys for Plaintiff**

**CERTIFICATE OF SERVICE**

I hereby certify on the 14<sup>th</sup> day of May, 2010, I electronically transmitted the foregoing document to the Clerk of Court using the ECF system for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Patrick D. O'Connor  
John R. Rooney, Jr.  
Michael E. Esmond  
Moyers, Martin, Santee & Imel, LLP  
Attorneys for Defendant

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*/s/*  
Thomas L. Vogt