

I.
INTRODUCTION

DLA holds itself out as an elite lacrosse organization whose mission is “to develop student-athletes possessing both character and integrity. They will serve as positive members of the school community and the greater society.” The true mission for DLA has nothing to do with character or integrity. DLA and the RICO Defendants pushed their student athletes to participate in DLA if they wanted to play or succeed in their youth and high school programs. While DLA and the RICO Defendants lure student athletes with promises of college lacrosse and scholarships, the head of DLA—Defendant Marano—repeatedly lied about his own lacrosse experience to further the ruse. Marano touted his lacrosse experience at St. John’s University to prospective and current parents and students, when in fact he never played college lacrosse anywhere, much less at St. John’s. In fact, Marano testified that he has never even taken a single hour of class at a college or university.

To grow DLA and increase the number of participating student-athletes, the RICO Defendants used threats and intimidation to convince families to sign up for their lacrosse program. Those who did were promised playing time: a classic pay-for-play scheme. Those who did not suffered retribution. Because Mr. and Mrs. Munck were involved in a competing not-for-profit lacrosse program that involved hundreds of students, the principals of DLA wanted those kids in their for-profit program instead. But the Muncks were more interested in developing lacrosse skills for these kids than using them as part of a money-making scheme. When the Muncks would not support the corrupt DLA enterprise, the RICO Defendants set out to exact revenge on the Muncks’ son, Billy.

Through the use of illegal and fraudulent conduct, including threats, intimidation, and even extortion, Defendants have tried to ensure that student-athletes who want to play lacrosse in

North Texas have to pay-for-play and have to go through Defendants' enterprise. Those who do not acquiesce to the RICO Defendants' threats and demands suffer. Billy Munck was one of the victims of this criminal enterprise as were many others. Plaintiffs file this complaint to ensure that others, including Billy's younger brother—a high school sophomore, do not suffer a similar fate.

II. PARTIES

1. Plaintiffs William A. Munck, Suzanne T. Munck, and William P.J. Munck are individuals who permanently reside in McKinney, Collin County, Texas.

2. Defendant Dallas Lacrosse Academy, LLC d/b/a Coast2Coast Lacrosse, d/b/a C2C Lacrosse, and d/b/a Maverik Lacrosse Academy is a Texas limited liability company with its primary location in Lewisville, Denton County, Texas, and has appeared in this action.

3. Defendant John A. Marano is an individual residing in Lewisville, Denton County, Texas, and has appeared in this action.

4. Defendant Kevin Barnicle is an individual residing in Dallas, Dallas County, Texas, and has appeared in this action.

5. Defendant Alexander Poole is an individual residing in Lewisville, Denton County, Texas, and has appeared in this action.

6. Defendant Christopher Van Dorn is an individual residing in Dallas, Dallas County, Texas, and has appeared in this action.

7. Defendant Robert Seebold is an individual residing in Dallas, Dallas County, Texas, and has appeared in this action.

8. Defendant Steven Kravit is an individual residing in Plano, Collin County, Texas, and has appeared in this action.

III.
JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because Plaintiffs' claims arise under 18 U.S.C. § 1961 *et seq.* as set forth below.

10. This Court has personal jurisdiction over the RICO Defendants because all are residents of Texas and the RICO Defendants' conduct that forms the basis of this lawsuit and the resulting harm occurred in Texas.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because (1) the RICO Defendants are all residents of Texas, and DLA, Marano, Poole, and Kravit reside in this district; and (2) a substantial portion of the events and omissions giving rise to Plaintiffs' claims occurred in this district. Venue is also proper in this district pursuant to 18 U.S.C. § 1965.

IV.
FACTUAL BACKGROUND

The Growth of Lacrosse and the North Texas Community

12. Lacrosse has become a very popular team sport across North America. Through the 1990s, lacrosse in the United States was a regional sport centered about the northeastern United States. As the game grew, it moved to the south, including Texas.

13. Collegiate lacrosse represents the highest amateur level of the game in the United States and is played through the National Collegiate Athletic Association ("NCAA") at each of the Division I, II, and III levels. The NCAA has sponsored the men's national lacrosse championship tournament for the past 43 years. In 1998, a number of national lacrosse organizations across the United States merged and established US Lacrosse, Inc. ("USL"), a unified national governing body for men and women's lacrosse.

14. In 2007, USL reported a record 2,612 boys' high school lacrosse programs across the country, which is more than double the number of programs existing in 2000 for an average annual growth of 190 new programs per year for seven consecutive years. From 2012 to 2013, the NCAA reported that lacrosse grew faster at the college level than any other sport – lacrosse was the sport with the highest number of new men's teams added (26) and women's teams added (40). The NCAA further reported that there were 416 NCAA-sanctioned women's lacrosse teams with 9,521 college athletes, and 319 NCAA-sanctioned men's lacrosse teams with 11,722 college athletes.

15. By 2002, there were nearly 2,000 youth lacrosse players in North Texas, and, at the high school level, Highland Park began establishing itself as a national power, dominating high school teams throughout Texas and competing with nationally recognized programs from around the country. Two pivotal events occurred around this time: (1) the Highland Park lacrosse program began a community-based summer travel lacrosse program; and (2) a group of lacrosse enthusiasts approached USL about starting a local USL chapter in North Texas. The Highland Park lacrosse program was named "LoneStar."

16. Highland Park's purpose for starting LoneStar lacrosse was to further develop youth players from University Park and Highland Park and provide those players an opportunity to enjoy a community-based summer youth lacrosse program. The Highland Park LoneStar lacrosse program's purpose was to build quality youth teams that would compete successfully at regional and national tournaments. The Highland Park leadership brought nationally renowned lacrosse camps and clinics to Highland Park to ensure that the younger players were developing correct habits and techniques. One such camp brought former-Syracuse greats Casey Powell, Ryan Powell, and John Zulberti, among others, to Highlander Stadium for a day camp.

17. USL, as the national governing body for lacrosse, offered the North Texas community the opportunity to participate in and embrace lacrosse through the programs and services USL provided to its chapters to increase participation in lacrosse while protecting the integrity of the sport. In 2004, US Lacrosse of North Texas, Inc. (“USLNT”), a 501(c)(3) corporation, was formed as the North Texas extension of USL. USLNT became the educational, hierarchical, and support system for its membership and teams. USLNT initially administered the spring youth lacrosse league that became known as the North Texas Youth Lacrosse Association (“NTYLA”). A couple of years later, NTYLA became the year-round governing body for youth lacrosse in North Texas. USLNT and NTYLA were volunteer organizations that operated on monies derived from fees received for administering tournaments and youth leagues, donations, and revenue sharing with USL. As a precondition of “chapterhood,” USL required USLNT to require every player of every NTYLA team to be a member of USL and to pay \$25 per year to USL which, in return, USL agreed to return \$2 per player membership fee to USLNT to be used for USLNT operations.

18. At about this same time, the leadership of the Highland Park lacrosse program realized that their program was at a crossroads. On the one hand, Highland Park’s youth through high school programs were dominating their opponents throughout Texas, but on the other hand, because statewide talent was generally poor at all levels, Highland Park’s travel teams were having difficulty beating equally matched travel programs from the Northeast. While the Highland Park travel teams were just as talented as their Northeastern peers, the Highland Park players were not used to seeing similar competition levels. Highland Park’s leadership decided that the quality of lacrosse across North Texas must improve. Highland Park’s leadership decided to bring its summer LoneStar lacrosse program to USLNT, asking USLNT to “take

ownership” and administer the same and to open the program up to all teams and all players across North Texas.

USL, USLNT, and LoneStar Lacrosse

19. The USLNT “LoneStar[®]” lacrosse program was organized solely to grow the lacrosse community across the Metroplex through select youth travel teams comprised of elite local lacrosse players. The LoneStar program’s goal was to encourage its players to achieve their “best,” not just on the field, but off the field as well, and further enhance what became the proud tradition of North Texas lacrosse. The USLNT LoneStar 2004 program comprised two boys’ summer travel teams (U13 and U15), totaling 42 boys. Mr. Munck was invited by USLNT to coach one of these teams. Each player’s family was charged a \$1,250 fee for a program total of \$52,500. The 2004 fee covered the player’s round-trip airfare, hotel, meals, and ground transportation while at the tournament, along with 8-10 practice hours per week for six weeks preceding the tournament trip. In 2004, all coaches and administrators were unpaid volunteers, and the program was able to raise enough money through donations to break even.

20. By 2007, the USLNT LoneStar program grew to two boys’ winter travel teams (U13 and U15), and six boys’ summer travel teams (one U11, two U13, and three U15) and two girls’ summer travel teams (U13 and U15). Each of the 10 teams averaged 22 players for a total of approximately 220 players, and each player’s family was charged approximately \$1,350 for a program total of \$300,000. The 2007 fee covered the same player amenities set forth above. By 2007, all administrators remained unpaid volunteers, however the program grew and became so popular that USLNT was required to pay stipends to secure additional coaches.

21. During the summer of 2008, a “rising sophomore” high school team was added for the first time. Thirty veteran LoneStar players were invited to participate on this team and 27

accepted. The team traveled to North Carolina to a college recruiting tournament and competed against predominately select “rising senior” teams from across the East Coast. The purpose of this team was to give these players and their families an opportunity to experience and begin to understand the college recruiting process. The overwhelming participation of the veteran LoneStar players and their collective success against older competition suggested that a marketplace existed for a year-round for-profit lacrosse program in North Texas.

22. USLNT reviewed and endorsed summer lacrosse camps that improved player skill through proven drills, demonstrations, and games. The USLNT standard quickly became the Powell Brothers lacrosse camps that provided position-specific training and demonstrations that increased player understanding of the intricacies of each position and overall team play. The Powell brothers, Casey and Ryan initially, and then Mikey, began running half-day, then full-day, and then multi-day lacrosse camps in Dallas. Each brother was a four-time All-American and NCAA Division I Champion with Syracuse University. Together they operated lacrosse camps around the country. In North Texas, the Powell Brothers’ following grew from several dozen players attending a half-day clinic offered for free by USLNT to a couple of hundred players attending a four-day camp. Players’ families paid less than \$400 to attend these day camps. By summer 2008, along with the Powell Brothers’ camps, there were several local and regional lacrosse “skills” camps also operating in North Texas.

23. As the USLNT LoneStar program grew, so did Plaintiffs’ involvement with it. From 2005 to 2010, Mr. Munck was regularly requested by USLNT to serve as head coach for a variety of teams of varying ages. In 2005, Mr. Munck was elected to the Board of Directors for USLNT, where he served until his forced resignation in 2011. During this tenure, Mr. Munck served for several years on the Executive Committee of USLNT, including as General Counsel.

In such a capacity, Mr. Munck worked closely with USL to fulfill national directives to redefine the board of directors and reduce board size. In 2007, Steven Stenersen, President of USL, asked Mr. Munck to consider a national role with USL or the USL Foundation. Mr. Munck's business relationship with USLNT also led to business opportunities for Mr. Munck, an intellectual property lawyer in Dallas, as members of the lacrosse community began reaching out to him for legal services after seeing his professionalism and commitment as a coach and his legal skills as General Counsel for USLNT.

24. Similarly, Mrs. Munck was active within USLNT. Mrs. Munck served as lead administrator for all LoneStar travel teams, boys and girls, from 2005 through 2010. Mrs. Munck co-chaired a fundraiser and auction for USLNT in 2005, and served as President of the North Texas Youth Lacrosse Association ("NTYLA," the predecessor organization to the North Texas Youth Lacrosse League) in 2006 and 2007. During Mrs. Munck's tenure as President, she oversaw the merger of NTYLA into USLNT, and chaired the committee within USLNT to administer NTYLA. Mrs. Munck also held an at-large seat on the USLNT board of directors from 2006 through 2010. As a family, Plaintiffs also made frequent charitable donations to USLNT from 2005 through 2010. These charitable donations were made in furtherance of Plaintiffs' relationship with USLNT and were directed toward scholarships for LoneStar players whose families had verifiable financial hardships. Plaintiffs also frequently bridged financial gaps for USLNT to cover overhead and expenses. Indeed, when USLNT began providing stipends to its lacrosse coaches, Plaintiffs declined payment, instead directing the funds to be used for scholarships.

25. By 2013, the Texas High School Lacrosse League ("THSLL," the membership association for boys' high school lacrosse) comprised more than 90 member high school

programs, and became home to 160 varsity and junior varsity teams comprising more than 3,700 high school student athletes across the State of Texas. Like the founding tenets of USLNT, THSLL endeavors to provide an environment for positive experiences and motivation for success on the field and off by building self-esteem and confidence and teaching teamwork and discipline. In 2013, and in North Texas alone, USLNT counted its youth lacrosse membership at more than 6,000 strong. USLNT, through NTYLL (successor to NTYLA), still required all youth members to be paying members of USL, which received more than \$150,000 from North Texas families in 2013 alone.

Robert Seebold

26. Robert Seebold is an often-between-jobs Information Technology (“IT”) executive who played college lacrosse in the early 1980s. Seebold has been a volunteer lacrosse coach in the Highland Park youth lacrosse program for the past several years. The Highland Park lacrosse program is one of the premier lacrosse programs across the southern United States and has been a perennial Texas High School Lacrosse power and frequent state champion.

27. For years, Seebold attempted to build a career around the sport of lacrosse. He tried first to develop an ownership group to lure a professional indoor lacrosse team to Dallas; next he devised his business plan for his for-profit year-round lacrosse venture; and, most recently, he partnered in a lacrosse-themed clothing distributorship. Seebold’s success has been limited to his for-profit year-round lacrosse venture, and he has been willing to go to great lengths to ensure that “success.”

28. In 2006, Seebold was a founding partner in RiverRock Partners, LLC, a privately held firm specializing in the acquisition and management of technology businesses. RiverRock’s offices were located at 15851 Dallas Parkway, Suite 600, Addison, Texas 75001. By the

summer 2008, Seebold was disengaging from RiverRock and increasingly concentrated his time working on his new brainchild – a “for-profit” year-round lacrosse venture.

29. By late summer 2008, Seebold was no longer partnering with RiverRock and was only providing limited consulting services to the partnership. Seebold was now “all in” for his year-round for-profit lacrosse venture. To that purpose, he maintained his office at RiverRock’s 15851 Dallas Parkway headquarters, using it as his staging place to develop and execute his business plan. Through these offices, Seebold donned himself the ranking member of what became a quasi-criminal enterprise. Seebold has worked vigilantly to keep his leadership role, interest, and compensation secret while he managed his for-profit year-round lacrosse venture.

The For-Profit Year-Round Lacrosse Venture

30. During 2008, Seebold spent time at his RiverRock office investigating how a year-round select lacrosse program could be profitable. Seebold’s program, like select soccer programs before it, would offer year-round clinics and travel teams, periodic camps, and merchandise. If 300 players enrolled at an average of \$3,000, a venture would raise nearly \$1,000,000, and if 500 players enrolled at an average of \$5,000, a venture would raise \$2,500,000.

31. To understand the potential client base, Seebold analyzed the origin, administration, and growth of the USLNT LoneStar program. Seebold had communications with some of those responsible for administering, coaching, and growing the LoneStar program for USLNT. Under the pretext of being interested in becoming involved with USLNT and the LoneStar program, Seebold concentrated his data gathering on the per player participation cost, the per player amenities provided by USLNT, and the LoneStar program’s consistent financial losses. During one such meeting, Seebold expressed frustration that USLNT was giving away

too much to the players and was not run as a profit driven program for the entity. Seebold's frustration extended to the fact that the LoneStar program remained largely volunteer driven – completely volunteer at the administrative level and partially volunteer at the coaching level.

32. From his evaluation of the composition of the LoneStar program, Seebold began looking at the North Texas lacrosse community two dimensionally. On the one hand, the North Texas lacrosse community was divided into three geographic zones and, on the other hand, Seebold divided the community across public school and private school lines. The zones were “Southeastern” (south of 635 and east of 35E), “Northeastern” (north of 635 and east of 35E), and “Western” (west of 35E). Seebold identified the Highland Park (Southeastern) and Plano Junior/Wrangler and surrounding areas (Northeastern) youth lacrosse programs as critical. The Western zone included the Coppell and Southlake programs.

33. By 2008, the Highland Park lacrosse program had nearly 600 players across three high school teams, eight youth (5th-8th grade) teams, and its Bantam (1st-4th grade) program; the three high school teams comprised less than 100 players, meaning that the youth program included approximately 500 players. Also in 2008, the Plano Junior/Wrangler lacrosse programs had nearly 400 players across six high school teams and their youth and Bantam programs; the six high school teams comprised approximately 115 players, meaning that the youth programs included slightly less than 300 players.

34. The Highland Park youth lacrosse program was most critical because many of their players fed not only the Highland Park High School program, but also the middle and high school programs at St. Mark's, the Episcopal School of Dallas (“ESD”), Jesuit College Preparatory School, and Hillcrest High School.

35. Seebold held a leadership position within the Highland Park youth lacrosse program. The Highland Park lacrosse program however had a strict youth coaches' conflict of interest policy. In 2006, Highland Park had requested that a very popular and successful volunteer youth coach step down because he was the father of two players; the Highland Park program made the request to avoid even an appearance of player favoritism. Seebold's plan of a year-round for-profit lacrosse program was in direct conflict with his responsibilities to the Highland Park lacrosse program.

36. Seebold decided his year-round select lacrosse program must be owned and operated through a corporate entity, and that the shareholders and officers of that corporation would be in a "partnership" with him. This corporate layer and behind-the-scenes partnership would enable Seebold to mask his leadership role, interest, and compensation in the for-profit program from the Highland Park lacrosse program. The decision to create a separate contractual partnership behind the corporate entity was the inception of what would become his enterprise. Seebold would manage the partnership to ensure the corporation's profitability, and would be able to remain behind-the-scenes.

Identifying the Competition and Creating the "Front Man"

37. As Seebold believed he could coordinate and control the Highland Park lacrosse program, he required a partner that could coordinate and control the Northeastern zone which included Texas high school programs such as Plano Senior High School and Plano West High School. During 2008, the Plano West High School program was changing coaching staffs, and Plano Senior's head coach was a veteran USLNT LoneStar lacrosse coach. With no cohesion among the high school programs, Seebold focused on the Northeastern zone youth programs, identifying and connecting with Marano.

38. Marano was an active Bantam (U11) lacrosse coach in the West Plano/Carrollton area. Marano was the father of a Bantam player and had worked in recent years with a group of parents to bring lacrosse to Castle Hills. The youth program in Castle Hills grew and today is known as the Hebron Lacrosse Association. Marano himself is an often-between-jobs IT salesman.

39. In 2008, Marano was relatively unknown to the North Texas youth lacrosse community with the exception of the lacrosse parents in West Plano and Castle Hills. Within those communities, Marano was able to create a persona of a “former Long Island” lacrosse player from New York – a father and coach with meaningful East Coast lacrosse experience. This persona gained Marano traction among the Castle Hills and West Plano lacrosse parents who were new to the sport and had no reason to know that they were being lied to. Marano began telling parents and students that he was an All-American who played lacrosse at St. John’s University. Both are false. Seebold knew Marano from his Dallas men’s club lacrosse league days and liked what he now saw in Marano. Seebold began recruiting Marano to his enterprise.

40. By late summer 2008, Seebold sold Marano on his year-round lacrosse venture, and Marano agreed to a behind-the-scenes partnership with Seebold to mask Seebold’s actual role, interest, and compensation in the for-profit program. Marano agreed to be the majority shareholder and president of the corporate entity. Marano started working regularly with Seebold and made routine use of RiverRock’s corporate offices. Together, Seebold and Marano reworked Marano’s persona as the “front man” for the corporate entity. Marano began holding himself out as having “a lifetime” of lacrosse experiences, first as a youth and middle school lacrosse player growing up on Long Island, then as a high school “all-star” who went on to play for his high school coach at St. John’s University in Queens, New York. Marano would use this

persona to lure unsuspecting parents into their for-profit program with assurances that their children would have at least the same high school and college experiences that Marano had. As time passed, Marano could not help but embellish his image and went so far as claim to be a high school All-American, and then a college All-American. Marano is also known to insinuate that he was “connected” back in his days in New York.

41. Seebold and Marano began working to create a geographically-based list of high school and youth coaches cross-referenced against the estimated player totals each coach “controlled.” Seebold and Marano then ranked the coaches by their players’ family’s ability to pay. This list included both public and private school lacrosse clubs. The top of the list included the high school coaching staffs at Highland Park, St. Mark’s, ESD, Plano West, Jesuit, Greenhill, and Coppell, along with the youth coaches/program directors at Plano Sports Authority, Plano Wrangler, Southlake, and the Dallas Deuces.

42. Seebold also created a list of lacrosse equipment manufacturers ranked initially by market share and later on by the “likelihood” each manufacturer would support the for-profit venture. The four traditional lacrosse equipment manufacturers were Warrior, Cascade Sports, Brine, and STX. There were two mega-brands, Nike and Under Armour, that were new to the sport of lacrosse, and traditional hockey equipment manufacturer Easton was exploring the profitability of a broad range of lacrosse products. Seebold would come to believe that each of the foregoing equipment manufacturers would have little interest in teaming with a for-profit lacrosse venture.

43. Finally, Seebold and Marano created a list of potential competitors. With respect to travel teams, Seebold and Marano focused on the StickStar/DallasSelect high school program, the Team Dallas high school program, USLNT’s LoneStar youth program, the Team North

Texas youth travel program, and the Bratva Lacrosse Club. With respect to lacrosse camps, Seebold and Marano focused on the Powell Brothers' camps, the Dallas Deuces camp, and the Big "D" Lacrosse camp.

The Northeastern Geographic Zone – Recruiting Steven Kravit

44. Steven Kravit injected himself into the West Plano lacrosse community in 2006 as a Bantam lacrosse parent looking to volunteer and help out in any way that he could. At first, Kravit held himself out as a Massachusetts native with some familiarity with lacrosse, and he regularly offered his "organizational skills" gleaned from his business experience. Kravit quickly realized that North Texas families were incredibly trusting and were desperate for former northeastern lacrosse players to coach their children. When Marano appeared, he and Kravit quickly developed a friendship. Kravit watched as Marano spun his tales of greatness and was only encouraged by Marano's successes. Kravit began telling parents that he grew up playing lacrosse in the Boston area. Kravit would tell the lacrosse community that while he did not play in college, he was voted "team captain" back in Massachusetts and that he was also his lacrosse team's "leading scorer" for two years. What Kravit chose not to tell his audience was that he was in middle school during those years.

45. By summer of 2008, Kravit volunteered his way into being the director of the Plano junior lacrosse program, which was organized and administered through the Plano Sports Authority, Inc. ("PSA"). As the director of the PSA Plano junior lacrosse program, Kravit served as an advisor to PSA's executive director, and was also charged with administering the annual Plano Junior Jam fall lacrosse festival. Kravit was also a volunteer junior varsity lacrosse coach with the Plano West Lacrosse Club, Inc. ("PWLC") and an advisor to the high school program's board of directors. PSA and the PWLC were (and remain) non-profit or 501(c)(3)

entities. Kravit has held various officer positions with PWLC in recent years, including the position of President.

46. PSA and PWLC are independent entities and fall under the State of Texas' rules for non-profits. The Board of Directors for each entity consists entirely of volunteers and no Board member draws a salary. Both entities were incorporated independent of the City of Plano, though both secure field space through the City. PSA sports league coaches are volunteers, though some PSA "skills and clinic" coaches receive pay for their coaching services. Most PWLC coaches are parent volunteers, though some disinterested coaches receive pay for their expertise, such as some high school coaches. All the monies collected by PSA and PWLC must be accounted for annually with primary costs including payments to officials/referees and professional coaches, program equipment, facility rentals/mortgages, and a limited number of need-based scholarships. Any monies remaining for either entity at year-end are considered for investment projects the following year; as 501(c)(3) entities, there is no stock or ownership by any individuals in PSA or PWLC, so remaining monies cannot be distributed to individual owners as profits or dividends.

47. Like Seebold's relationship with the Highland Park lacrosse program, Kravit's relationships with PSA's Plano junior lacrosse program and his growing role with PWLC posed a potential conflict of interest. As Kravit did not possess either a lacrosse pedigree or coaching experience, any remuneration Kravit received from Seebold's for-profit lacrosse venture would be strictly as a function of Kravit's ability to drive paying players and their families from PSA's Plano junior lacrosse program or the PWLC to Seebold and Marano. Any such payment to Kravit would be in direct conflict with the founding tenets of both PSA and PWLC. Upon information and belief, Seebold and Kravit agreed that Kravit could not be an owner in the year-

round for-profit venture, but like Seebold, he could have an arrangement with the corporate entity that he could derive compensation while at the same time conceal his financial relationship from PSA and PWLC. Kravit's compensation would be based in part upon the number of paying players he "originated" for the venture from PSA's Plano junior lacrosse program.

Recruiting a Prominent High School Coach to the For-Profit Entity

48. To attract recruiting-age high school lacrosse players (i.e., rising eighth graders through rising seniors) to his year-round venture, Seebold had to have a credible high school coach that would be his face of the college recruiting process. North Texas was traditionally a recruiting hotbed for college football, baseball, and basketball.

49. In 2008, there were nearly 60 NCAA Division I, 50 NCAA Division II, and 200 NCAA Division III lacrosse programs, and almost 160,000 high school boys lacrosse players. The NCAA mandated maximum number of lacrosse scholarships per program (i.e., over four years) was and remains 12.6 for NCAA Division I, 10.6 for NCAA Division II, and none for NCAA Division III. The average number of lacrosse scholarships per fully-funded NCAA Division I program is 3.15 per year with an average of 12 players per recruiting class. In 2008, there were less than 30 fully-funded NCAA Division I lacrosse programs.

50. During the summer of 2008, the Bratva Lacrosse Club started its North Texas operations as a for-profit program intending to operate primarily during the fall and summer months (or not during the traditional spring lacrosse season). Bratva was founded by Peter Tumbas, the then-head junior varsity coach for the Highland Park Lacrosse Club, and championed by Van Dorn, the then-assistant varsity coach for Highland Park. Tumbas was to coach the rising freshman, and Van Dorn was to coach the rising juniors and seniors in recruiting tournament play beginning in the fall of 2008. Bratva's pitch, primarily made to the Highland

Park and local private high school parents, was that the only thing holding back the North Texas recruiting-age high school lacrosse players from playing top Division I lacrosse was their lacrosse IQ and game sense. Bratva offered a purportedly specialized program including “written theory, film review, high tempo college level drills, Bratva [Lacrosse Club] players will learn skills necessary to become impact players this spring [2009].”

51. North Texas families lined up and signed up with Bratva. Bratva quickly started collecting and cashing checks. Bratva failed to deliver and the lacrosse program never materialized. When it was obvious that Tumbas would fail, the Highland Park Lacrosse Club terminated their relationship with him, and Tumbas quickly left the area.

52. The Bratva debacle provided Seebold and Marano a reason to meet with select North Texas high school coaches to gauge their interest in collaborating in a year-round venture, their availability to work as a paid coach for the venture, or to identify the venture’s competition. Seebold and Marano confirmed through these meetings the assumptions Seebold made at his RiverRock’s offices. Most of the coaches were interested in learning more about paid coaching positions, but few brought the lacrosse pedigree and reputation that Seebold wanted for his face of college recruiting, and those with a suitable pedigree were closely aligned with USLNT and its LoneStar travel program.

53. In meetings with North Texas coaches, Seebold pitched that there were too many outsiders coming into North Texas organizing select teams or bringing skills camps, some of whom he argued were not qualified to coach local players. Marano pitched that the local coaches developed North Texas lacrosse and, as a group, they were more than capable of delivering qualified coaching and camps to the North Texas families. They pitched that the local coaches should work together to provide the services (*e.g.*, hire one another to work each other’s

camps, etc.), cooperate on and fix pricing so as to not undercut one another, and agree to not support any “outsider” coming into North Texas. In short, the North Texas players belong to the North Texas lacrosse programs and the North Texas families’ money belongs in the pockets of the North Texas lacrosse coaches.

54. In early fall 2008 following these meetings, Seebold and Marano adopted a theme that the local coaches and programs were “either with them or against them.” These statements were subtle at first while Seebold searched for someone that could fill the role of a college recruiting coordinator. After failing to entice a couple of private high school coaches, Seebold identified Poole. Poole had recently been named the head coach for the men’s club lacrosse team at Southern Methodist University. Poole had previously been an assistant coach with ESD and the USLNT LoneStar program, was a co-owner of the Big “D” Lacrosse Camps, and was a multi-term member of the USLNT Board of Directors. By coincidence, Poole had just completed a business plan for taking SMU’s club lacrosse team from the MCLA ranks to NCAA Division I, and was initially interested in improving lacrosse across North Texas. However, once Seebold introduced Poole to his concept and the profitability of his year-round venture, Poole agreed to (i) a minority ownership position in the corporate entity, (ii) assume the role of lead program coach and college recruiting coordinator, (iii) terminate his interest in Big “D” Lacrosse Camps, and (iv) on information and belief, mask Seebold’s involvement and compensation from the Highland Park Lacrosse Club.

Formation of the Dallas Lacrosse Academy, LLC

55. Seebold, Poole and Marano began meeting regularly, and undertook the steps necessary to form the Dallas Lacrosse Academy, LLC (“DLA”). Marano and Poole divided the ownership interest 51% to 49%, respectively, and Marano became president. Although actually

in charge of the year-round venture, Seebold's name cannot be found anywhere in DLA's organizational records; nevertheless, Seebold continued to orchestrate the development of the enterprise and the schemes for compensating both himself and his cohorts.

56. Poole was one of three equal owners in the Big "D" Lacrosse Camps along with Kevin Barnicle (the then-head lacrosse coach at ESD) and Van Dorn. To pursue the DLA opportunity, Poole approached Barnicle and Van Dorn about terminating their business relationship. Poole explained that Marano approached him with a business plan for a "year-round" venture and the financial opportunity was too great to pass up. Upon and information and belief, Barnicle was furious because he had brought the idea of a "year-round" program to Poole earlier and Poole had passed on the idea because of his Board position with USLNT and his coaching relationship with USLNT's LoneStar program. Both Barnicle and Van Dorn wanted to know their roles in DLA going forward, and Poole told them that DLA would want to hire both as paid coaches. Poole also offered to relinquish his ownership in the Big "D" Lacrosse Camp once the three of them divide the proceeds from their recently completed summer camps. After some pleading, Poole told Barnicle and Van Dorn that there was no ownership opportunity in DLA for either of them.

57. During the fall of 2008, Marano and Poole began meeting with and offering coaching positions to local coaches from the high school programs at Plano West, Highland Park, St. Mark's, Greenhill, and Coppell, among others. All along, Poole believed that Barnicle and Van Dorn would eventually come around and accept positions as paid coaches. Similarly, they met with the youth coaches/program directors from Plano Wrangler, Southlake and several of the private schools. Kravit was instrumental in this regard. The coaching offers were for coaching teams and clinics for DLA, and there were discussions with some coaches who were

perceived to control their respective program's families about additional compensation or bonuses, based upon the number of players from their program that they could direct to DLA – a player origination credit.

58. Origination discussions became fairly detailed including discussions of shared origination credit; whether origination credit should be determined seasonally, yearly, by age bracket, or “for life”; and mechanisms for resolving conflicts concerning joint origination claims. Seibold outlined these discussions and would participate in purported support of Marano and/or Poole whenever he felt that either or both of his partners might be in over their heads with a particular coaching target. Kravit participated similarly with respect to coaching targets in the Northeastern zone, and then elsewhere as needed.

59. For instance, there were two prominent African-American coaches in North Texas, and both were thought to have developing credibility in the African-American community. Kravit was charged with assisting Marano and Poole in recruiting them. The offers discussed with both coaches would be at or around \$10,000 plus credit for new players brought into the DLA program. With respect to one coach, he would not be given origination credit (or sales commission) for the high school players within his program but would be given credit/commission for any players that he could recruit from a physical training business he owned that focused on lacrosse players. He believed that he could not be given credit for high school players he coached because of the inherent conflict of interest. He later understood that “credit” for his high school players was claimed before he was ever spoken to about joining the DLA coaching staff. As time went on, DLA owners interjected themselves into his high school program to the point that he felt that he was becoming the head coach in name only.

Barnicle and Van Dorn Become Secret “Contract Partners” in DLA

60. Barnicle and Van Dorn continued their discussions with Poole and Marano, rejecting the notion of being only paid members of the DLA coaching staff. Barnicle and Van Dorn ultimately threatened the success of the entire venture. Not knowing of Seebold’s involvement, they “promised” Poole that if he went forward with this venture with Marano, DLA should not count on seeing players from ESD, St. Mark’s, or Highland Park. Barnicle and Van Dorn promised to use every means that they could to stop those players from signing up for the DLA program. Barnicle and Van Dorn continued to press Poole to rethink his decision, drop Marano, and work with them to make Big “D” the year-round program.

61. To Marano’s frustration, Seebold directed Marano and Poole to “do a deal” with Barnicle and Van Dorn. Seebold confided in Marano that he did not trust Barnicle and did not want him, Van Dorn, and Poole having the ability to control the corporate entity. Seebold wanted Barnicle and Van Dorn to agree to a lesser position to start, and if they proved themselves by delivering players and performing administrative tasks successfully, then they would be offered a larger piece of the venture in the future. Seebold and Marano decided, and Poole agreed, that Barnicle and Van Dorn would be offered “contract” partnerships in the overall venture, but not direct ownership in the DLA entity. Barnicle and Van Dorn were sold on this arrangement because (i) Barnicle understood that ESD, his full-time employer, had a policy precluding its full-time coaches from receiving additional compensation from parents for personal lessons, and (ii) Van Dorn understood that while Highland Park had no such hard and fast rule against personal lessons, his active involvement in the Bratva debacle put his motivations and credibility at risk in Highland Park. Meanwhile, the RICO Defendants

endeavored to keep these financial interests a secret, to prevent parents from raising issues of impartiality or conflict with the DLA coaches' high school programs.

62. While the ownership interest of DLA would remain 51% to 49%, there was an agreement among Marano, Poole, Barnicle and Van Dorn that before profits, if any, were distributed by DLA (*e.g.*, all other obligations of DLA were fully satisfied), the monies would be distributed 40% and 35% to Marano and Poole respectively, and 12.5% to each of Barnicle and Van Dorn. As part of this agreement, they would eventually announce the combining of DLA with Big "D", but in the interim, Barnicle was required to secure use of ESD's athletic facilities. It is not clear when Barnicle and Van Dorn learned of Seebold's role in the enterprise, but it was understood that the combined percentages of Poole and Marano included Seebold's percentage.

63. By email dated January 19, 2009, DLA announced that the "Maverik Lacrosse Academy, Alex Poole and John Marano, and Big D Lacrosse, Chris Van Dorn and Kevin Barnicle, have decided to join forces to give the kids the best opportunity to improve their skills and get some college exposure." DLA advertised and solicited students based on promises of increased lacrosse skills and increased likelihood of college scholarships. To do so, the RICO Defendants touted the lacrosse pedigrees of its founders and coaches, including Marano's fictitious St. John's experience. These false and misleading statements, made to Plaintiffs and countless others in the DFW lacrosse community, were made with the intent that parents and students entrust their college careers in DLA and Marano, who never attended a single college course, much less played lacrosse at St. John's University.

Credibility: Facilities and Joint Venturing with a Manufacturer

64. The fastest path to success of any new business is credibility with its customer base. Seebold understood that the goodwill in the North Texas marketplace was with LoneStar

for youth travel teams; StickStar and Team Dallas for high school travel teams; and with the Powell Brothers, Dallas Deuces and Big “D” for skills camps. A long-time Highland Park lacrosse supporter operated Team Dallas. All that was necessary to control this program was to establish DLA coaches as the Team Dallas coaches. Seebold decided Barnicle and Van Dorn could be used in this regard as Poole would likely appear to have a conflict as he was coaching at SMU. Issues with Big “D” were effectively resolved with the addition of Barnicle and Van Dorn. DLA’s competition was LoneStar for youth travel teams; the StickStar high school travel team; and with the Powell Brothers and Dallas Deuces camps (both of which were administered by the same local coach who had turned down Seebold and Marano early in the process, which led them to pursuing Poole).

65. Seebold knew he could secure fields from the Highland Park lacrosse program if necessary, but those facilities were not very convenient to families in the Northeastern and Western zones. Seebold desired use of more geographically desirable and high-end facilities of one of Dallas’ private schools to both meet the needs of player families and to create the appearance that DLA was at least endorsed, if not sponsored, by a Dallas private school. Barnicle and Poole secured ESD’s and Greenhill’s facilities respectively, and Kravit began creating an online presence that suggested that DLA operated in connection with these schools.

66. Also at this time, DLA continued to work through various relationships with lacrosse equipment manufacturers. Maverik Lacrosse, LLC (“Maverik Lacrosse”) was a couple of years old and attempting to compete against several well-established brands. Maverik Lacrosse had identified up-and-coming non-traditional lacrosse hotbeds as markets where it was on much better footing than with the larger brands. Maverik Lacrosse began a relationship with DLA with the intent to get a foothold in Dallas to distribute lacrosse apparel and equipment.

DLA used it as an opportunity to brand itself and begin doing business as “Maverik Dallas Lacrosse Academy” and “Maverik DLA”. Although there was never a joint venture or partnership agreement, Seebold, Marano, and Kravit regularly generated marketing materials and electronic announcements stating “Maverik DLA is a joint venture between Maverik Lacrosse, a manufacturer of lacrosse equipment and apparel, and accomplished local coaches” Marano, Poole, Barnicle, and Van Dorn.

DLA Begins Using Prohibited Methods for Recruiting

67. The RICO Defendants found no conflict of interest in actively marketing their for-profit lacrosse business to their youth and high school players. The RICO Defendants used their respective school programs and clubs to strongly encourage players to pay to attend DLA camps and play on DLA teams. Upon information and belief, this “encouragement” included statements that any lacrosse players not participating in the DLA program would not be able to participate in their respective high school’s lacrosse programs, affecting college recruiting and scholarships.

68. Because these founders and owners of DLA also had coaching positions at local high schools, they could (and did) “hit up” their families for participation in the enterprise, and they did affect the playing time of students playing at their respective high schools. Many parents of local lacrosse players expressed concern that if they did not pay for DLA, their children would be precluded from playing at their schools. This prohibited practice is referred to as “pay-for-play.” Through these acts of extortion, DLA and the RICO Defendants received as much as \$5,000 per student, per year, and profited handsomely.

69. Consistent with this “pay-for-play” concept, the RICO Defendants identified a strategy for selecting the DLA camp teams: make decisions based on the influence of and

potential revenue from the parents rather than on the players' abilities. In 2009, following tryouts where counselors/coaches evaluated players and selected rosters, the RICO Defendants met at the Blackfinn Saloon and discussed specific influential families targeted to support the DLA initiative. Players who tried out and were not selected by the evaluators replaced other players on the roster because those players' families could affect support for DLA at Highland Park, Plano, St. Mark's, etc.

70. DLA also did not charge all students full price to participate in DLA camps and travel teams. DLA allowed some students to pay substantially less than full price in exchange for their loyalty to DLA or based on those players' ability to attract other lacrosse players to DLA. On information and belief, high school lacrosse players were offered such discounted rates to help promote the DLA brand for select teams and camps and increase participation and attendance from their respective high school programs. The practice of charging recruiting-age students based on considerations other than financial need violates numerous NCAA rules and regulations.

71. During a summer 2009 DLA camp, DLA hosted an all-star game for camp attendees. The all-star rosters included recruiting-age high school players and current and former college student athletes. A number of these college student athletes were neither camp attendees nor camp counselors, but rather student athletes that were used to promote the DLA brand and, in some instances, flown in to play in the all-star game. These players' action photographs were displayed on the DLA website and on Facebook, as well as other promotional materials. This practice also violated NCAA rules regarding amateurism and promotion of student athletes.

The DLA Enterprise Countenances Cheating and NCAA Violations

72. Despite their touted knowledge of NCAA rules and regulations, the RICO Defendants participated in violations of NCAA and Southwest Preparatory Conference (“SPC”) rules.

73. Listed below are examples of NCAA bylaws that Barnicle and DLA violated:

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

...

12.3.1 General Rule. An individual shall be ineligible for participation in an intercollegiate sport if he or she ever has agreed (orally or in writing) to be represented by an agent for the purpose of marketing his or her athletics ability or reputation in that sport. Further, an agency contract not specifically limited in writing to a sport or particular sports shall be deemed applicable to all sports, and the individual shall be ineligible to participate in any sport.

...

12.3.3 Athletics Scholarship Agent. Any individual, agency or organization that represents a prospective student-athlete for compensation in placing the prospective student-athlete in a collegiate institution as a recipient of institutional financial aid shall be considered an agent or organization marketing the individual’s athletics ability or reputation.

74. For more than two years, Barnicle and DLA knowingly assisted a supportive parent in using recent graduates to act as compensated agents for placing the prospective student-athlete with his former university. Additionally, whenever either of these assistant coaches contacted their former universities and offered a report or provided feedback, the assistant coaches functioned as illegal recruiters for the university.

75. Likewise, during the summers of 2009 and 2010, the RICO Defendants continued their pattern of behavior to maximize the enterprise’s revenue. The RICO Defendants contacted

enrolled student-athletes from some of the top lacrosse programs in the country and offered them legitimate positions as camp counselors or select team coaches. DLA, in violation of NCAA rules, would then use action photos to promote DLA without regard for the eligibility of the player or the affected institution. When questioned about these NCAA violations, Marano gave sworn testimony that he had no knowledge of the rules and regulations of the SPC or the NCAA and had never inquired as to whether DLA's practices complied with applicable rules and regulations.

76. In order to compete with other select lacrosse teams in the Metroplex, DLA's teams had to compete successfully against strong competition at national tournaments. DLA and the RICO Defendants contacted the best players in their respective programs and from other programs around the Metroplex and in some instances offered them positions on "elite" DLA teams without having to pay the full amount. In addition, some of the better players were asked to replace weaker DLA players already on the roster, and these players were asked to board airplanes, stay at hotels, and play in recruiting tournaments under another player's name. This practice violates a myriad of NCAA rules for which DLA and the RICO Defendants believe they have no responsibility.

Eliminate the Competition by Any Means Necessary

77. Billy Munck was actively recruited by several Dallas-area private schools to play high school lacrosse, including ESD. When Plaintiffs were undecided about which school to choose, Barnicle frequently contacted Billy Munck and his parents to convince them to choose ESD because of the opportunities for Billy Munck on the ESD lacrosse team. During Billy Munck's sophomore year, Barnicle approached Mr. Munck concerning the DLA enterprise and seeking Mr. Munck's personal support.

78. Barnicle wanted several things from Mr. Munck. Mr. Munck was a popular coach in the LoneStar program and continued to coach many of the youth and high school lacrosse players attending ESD. The Munck family also donated financially to USLNT to support the LoneStar lacrosse program, in part to support scholarships for underprivileged players requiring assistance to participate. Barnicle explained that he was a coach for DLA and that his compensation would be based at least upon the number of ESD students that were enrolled in DLA. Because Mr. Munck was known to many of the ESD families and popular among the players, the RICO Defendants feared that their students and their families would choose LoneStar over DLA which Barnicle explained would cost several multiples of the LoneStar experience. Barnicle asked Plaintiffs to terminate Mr. Munck's coaching of and Plaintiffs' financial support for LoneStar and endorse Barnicle and DLA over all other lacrosse programs and camps in the Metroplex.

79. The RICO Defendants estimated that each ESD player that participated in his for-profit business represented between \$4,000 to \$5,000 for coaching, gear, camps, etc., and if the ESD players from LoneStar enrolled in this business, they stood to make a lot of money. Barnicle asked Plaintiffs to financially commit their younger son, along with Billy Munck (then a sophomore) to DLA, and not support its competition. Plaintiffs declined the requests as they related to his younger son and LoneStar, but indicated that Plaintiffs would allow Billy Munck to participate. Based on Barnicle's repeated false denials of ownership in DLA and his numerous statements that ESD supported and/or sponsored DLA, Plaintiffs did not report Barnicle's actions to ESD. The RICO Defendants continued their efforts to establish their for-profit lacrosse business in the Dallas area, and they agreed that Plaintiffs should rethink their commitment to LoneStar, so they plotted to punish Plaintiffs.

The RICO Defendants Work in Concert and Begin Targeting Billy Munck in Retaliation

80. During the late spring of Billy Munck's freshman year in 2008, Billy Munck was approached about playing for a rising-sophomore select lacrosse team and sought out Barnicle and the ESD coaching staff for advice. Billy Munck was told to be wary of for-profit programs that "use lacrosse as a vicious money-maker." For the fourth time in two and a half years, Billy Munck traveled with a LoneStar lacrosse team that included Barnicle as a coach. Upon returning to Dallas, Barnicle tried to convince Billy Munck to help out at his Big "D" camps for service hours.

81. Billy Munck began his sophomore year at ESD in the fall of 2008, just as Barnicle, Marano, and their partners were forming DLA. By then, Barnicle had changed his tune and was now one of the people who was using "lacrosse as a vicious money maker." Barnicle approached Mr. Munck as described above. Billy Munck played on the fall lacrosse team and represented ESD in several tournaments. However, unbeknownst to Billy Munck or his family, Barnicle had invited virtually all of his ESD teammates (and certainly his LoneStar teammates) to participate in a select program designed for college recruiting. This was the first time Billy Munck was retaliated against.

82. On January 15, 2009, Mr. Munck was invited to attend a Wounded Warrior Lacrosse Tournament planning meeting by ESD parents. At the meeting, Plaintiffs and other ESD families agreed to support an annual college and high school lacrosse showcase intended to foster college recruiting opportunities for the local high school players. Upon delivering Plaintiffs' donation check to US Lacrosse in the name of Kevin Barnicle and the ESD Eagles, the event organizer, Tom Fitzsimmons, the President of the North Texas Chapter of US Lacrosse, returned the check to Mr. Munck and informed him that Barnicle openly spoke negatively about

Billy Munck and Mr. Munck, including statements like “Billy Munck will never play varsity lacrosse at ESD.” Fitzsimmons stated that this was caused by Plaintiffs’ continued support for the LoneStar program, which Barnicle and the RICO Defendants viewed as competition. Understandably upset that Barnicle would use his position as a head coach to seek retribution for a parent declining to finance a private, for-profit side business, Mr. Munck arranged for a breakfast meeting with Barnicle on January 30, 2009. Barnicle predictably denied making the statements and assured Mr. Munck that he cared about Billy Munck and that he was counting on Billy Munck to be “a contributing varsity player this spring season.” At this meeting, Barnicle again denied that he had an ownership interest in DLA.

83. Concerned that Barnicle might still be harboring a grudge because Plaintiffs did not help finance Barnicle’s side business, Mr. Munck again met with Barnicle on April 28, 2009. At this meeting, also attended by Fitzsimmons, Mr. Munck again directly asked Barnicle if he made prior statements that “Billy Munck will never play varsity lacrosse at ESD.” Although he first backtracked, after Fitzsimmons confronted Barnicle about their prior conversation, Barnicle ultimately admitted having made such statements in public and apologized. Barnicle continued to deny having an ownership interest in DLA, however.

84. In March 2010, Mr. Munck was contacted by several different sources about different rumors that were being attributed to him. Upon investigation, Marano’s name was always in the rumor mill. On March 26, 2010, Mr. Munck met with Marano. At this meeting, Marano falsely stated that he had played college lacrosse at St. John’s University and was All-American at East Meadow High School in Long Island. As it turns out, Mr. Munck and Marano grew up only a couple of miles from one another, and in fact, would have played against one another had Marano actually played lacrosse at East Meadow High School. While Mr. Munck

initially relied on Marano's false statements to believe that a resolution among the parties could be reached, upon investigation, Mr. Munck learned that Marano had lied. Contrary to his repeated statements, both to Mr. Munck and the general public, Marano was not All-American (or any other award or recognition) in high school, did not attend college, did not attend St. John's University, and did not play lacrosse in college.

85. Mr. Munck discussed DLA's business practices with Marano, including those of Barnicle. Marano admitted to Mr. Munck that Barnicle did not like Mr. Munck because his role in LoneStar was costing Barnicle money and that Billy Munck was suffering at ESD as a result of Barnicle's animosity. Marano, the then head coach at Plano West High School Lacrosse Club, knew that Billy Munck had been intentionally relegated to a locker room with freshmen and sophomores in an attempt to embarrass Billy Munck into quitting or coerce Plaintiffs into finally supporting the DLA enterprise. In view of Mr. Munck's knowledge of Marano's continuing fraud on the North Texas lacrosse community, Marano offered and worked through his counsel to attempt to resolve DLA's and Barnicle's issues with the Plaintiffs by offering to and actually interceding and "fixing" Barnicle's treatment of Billy Munck.

86. Marano individually and personally retained Michael Rossetti, a local attorney, to assist in resolving the disputes that – at that time – appeared to be between Mr. Munck and Barnicle. While Rossetti only represented Marano in his individual capacity, he nevertheless negotiated on behalf of Barnicle, including asking "how much playing time" was needed for Billy Munck at ESD. Plaintiffs continued to emphasize that this was not an issue of playing time, but rather ensuring that the playing time was fair and not in retaliation for Plaintiffs' refusal to support DLA.

87. However in late March and early April 2010, Rossetti communicated to Plaintiffs' counsel that while Barnicle agreed that Billy Munck should play on the varsity team, Barnicle was refusing to award a varsity locker unless Barnicle and Van Dorn were each given an increased ownership interest in DLA profits. True to Rossetti's communications, Barnicle allowed Billy Munck to dress and play in the final varsity games, but did not reassign Billy Munck to a varsity locker or award him a varsity letter at the end of his junior year.

Plaintiffs Have Been Injured as a Proximate Result of the RICO Defendants' Actions

88. After learning that the RICO Defendants may have been abusing their positions and authority to take advantage of students like Billy Munck, Plaintiffs began investigating DLA and the RICO Defendants' actions and relationships. In May 2010, Mr. Munck filed a petition in Dallas County district court seeking to take pre-suit testimony of DLA to investigate potential causes of action, pursuant to Rule 202 of the Texas Rules of Civil Procedure. While Marano, testifying as corporate representative of DLA, abused this process by lying under oath, DLA seized on this pre-suit petition to drive a wedge between Plaintiffs and USL/USLNT to weaken Plaintiffs' relationship with the LoneStar program, DLA's perceived competitor.

89. DLA contacted USL and (ironically) reported a perceived conflict of interest between Plaintiffs and USL. Given the nature of Plaintiffs' pre-suit investigation, this bad faith reporting was designed to financially and economically harm Plaintiffs by causing them to sever their ties to USL. DLA also told the local lacrosse community that Mr. and Mrs. Munck were financially profiting from their board positions on USLNT, and reported to USL with false accusations of the Muncks of running LoneStar as a for-profit venture. USL, by and through Steven Stenerson, requested both Mr. Munck and Mrs. Munck resign from their respective leadership roles within USLNT due to a "conflict of interest." While USL, both through

Stenerson and its general counsel, were apprised of the fraudulent activities described herein, including the NCAA violations, USL has taken no known action to date. Tellingly, the board of directors for USLNT is now comprised mainly of DLA coaches and supporters.

90. As a result of these forced separations from USLNT, Plaintiffs lost the business and financial benefit of the years of work, monetary contributions, charitable donations, and time expended to benefit both USL and the USLNT program. Furthermore, Mr. Munck lost the business opportunities afforded by his relationship with USL and USLNT, resulting in financial loss.

91. Plaintiffs also withdrew Billy Munck from ESD. While Plaintiffs learned that ESD never endorsed or approved DLA or Barnicle's relationship with DLA, the years of misleading statements made by Barnicle and DLA had eroded Plaintiffs' trust in continuing Billy Munck's education at ESD. The Muncks were forced to hire placement counselors to secure Billy Munck's admission into a comparable educational program, and Plaintiffs lost the benefit of the sizable charitable donations made to ESD on behalf of the family, totaling at least \$65,000.00, exclusive of tuition and fees. Indeed, as a result of DLA and the RICO Defendants' actions, the Muncks not only terminated their relationship with ESD for Billy Munck, but also ESD was no longer an option for their younger son, Garrett Munck.

The RICO Defendants Continue to Use Illegal Means to Increase Profits

92. While Billy Munck transferred out of ESD and North Texas, later graduating from Millbrook Academy and going on to play lacrosse for Southwestern University, the RICO Defendants continued their pattern of criminal acts to build their DLA brand and maximize revenues. Plaintiffs' younger son, Garrett Munck, is a sophomore in high school and plays competitive lacrosse at Jesuit Preparatory School of Dallas. Garrett Munck has refused to

participate in DLA lacrosse offerings, given his and Plaintiffs' understanding of the false and misleading practices that DLA employs. To date, Garrett Munck and Plaintiffs fear retaliation from the RICO Defendants as a result of both Plaintiffs' refusal to financially support the DLA enterprise and Plaintiffs' attempts to expose the corruption and bad deeds the RICO Defendants' employ to advance their enterprise.

93. The RICO Defendants have continued the illegal and criminal acts employed during Billy Munck's tenure at ESD. To date, the RICO Defendants have continued to use electronic mail to defraud Plaintiffs, the public, and DLA customers by publishing false and misleading statements regarding the ownership of DLA, the sponsorship or affiliation of DLA, and the qualifications of the RICO Defendants, including Marano's background. Indeed, as recently as September 1, 2011, Van Dorn falsely stated in an email to DLA parents and students that Marano played college lacrosse at St. John's University. The RICO Defendants also used such methods to target and retaliate against lacrosse players and their families that either did not or were perceived to not support DLA. The RICO Defendants further used such methods to defraud third parties, including airlines and tournament coordinators, by publishing false and misleading information regarding lacrosse players/travelers' identities and/or ages.

94. The RICO Defendants' use of threats and intimidation has also continued. One North Texas lacrosse player was told by Marano that he would be pulled from consideration from playing on Team Dallas and would not receive accolades for lacrosse accomplishments unless the student withdrew from participating in StickStar, a DLA competitor's program, and instead played for DLA. After the player refused to cede to the RICO Defendants' demands, the RICO Defendants followed through on their threats, with Van Dorn calling the student's father to inform him that the student would not play on Team Dallas within minutes of informing

Marano of the decision to honor the student's commitment to StickStar. The RICO Defendants also continued their retaliatory behavior by blocking the student from obtaining All American honors, even though the student had previously been named All State multiple times. Indeed, the RICO Defendants are proud of their ability to threaten and intimidate North Texas lacrosse players, going so far as to brag about how DLA coaches "control the rooms" by having enough votes to control which students receive honors in lacrosse, including for accolades such as Team Dallas, All District, All State, and All American.

95. Finally, Marano and the other RICO Defendants have engaged in a pattern of illegal behavior to cover up and hide the illegal activities described herein. Plaintiff William A. Munck filed a petition for pre-suit testimony, pursuant to Rule 202 of the Texas Rules of Civil Procedure, to investigate his potential claims. During a deposition as the corporate representative of DLA, Marano made multiple false representations in a deliberate effort to obstruct justice and hide his actions, including by providing knowingly false testimony regarding his lacrosse experience and the RICO Defendants' actions towards Plaintiffs. Additionally, DLA (through Marano), Marano, and Barnicle each provided knowingly false testimony in their sworn answers to interrogatories in a negligence lawsuit pending in Collin County, Texas, again in a deliberate effort to obstruct justice and hide their concerted actions. Furthermore, after the filing of the Original Complaint in this action, on March 28, 2014, Seebold emailed the Complaint to Garrett Munck's head lacrosse coach at Jesuit, because it is "a dad in [his] program" "manufacturing quite a drama." This attempt to interfere with Plaintiffs' relationship with their younger son's schooling and current coach and attempt to intimidate the coach into refusing to work with Plaintiffs exemplifies the RICO Defendants' continuing pattern of behavior.

V.
CAUSES OF ACTION

Count I: Violations of RICO, 18 U.S.C. § 1962(c)

96. Plaintiffs reallege and incorporate herein by reference the allegations set forth above.

97. Plaintiffs are persons within the meaning of 18 U.S.C. § 1961(3).

98. Each RICO Defendant is a person within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

The RICO Enterprise

99. The RICO Defendants and their co-conspirators are a group of persons associated together in fact for the common purpose of carrying out an ongoing criminal enterprise, as described in this Complaint. The RICO Defendants have used fraud, threats, and other illegal activities to try to grow their pro-profit lacrosse business and to harm anyone they perceived as a threat to that venture.

100. The RICO Defendants and their co-conspirators constitute an association-in-fact enterprise within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c). In the alternative, DLA is an enterprise. Each of the RICO Defendants participated in the operation or management of the enterprise.

101. At all relevant times, the enterprise was engaged in and its activities affected interstate commerce within the meaning of 18 U.S.C. § 1962(c).

Pattern of Racketeering Activity: Wire fraud in violation of 18 U.S.C. §§ 1341, 1343

102. As described above, the RICO Defendants engaged in a scheme to defraud Plaintiffs and the lacrosse community in North Texas and elsewhere. The ultimate objective of

the RICO Defendants' scheme was to grow their for-profit lacrosse business using any means necessary.

103. In furtherance of their scheme, the RICO Defendants transmitted, or caused to be transmitted, by means of wire communication in interstate commerce, writings, signs, signals, pictures, or sounds, including, but not limited to, the following:

- Emails and website postings incorporating false and misleading statements regarding the lacrosse experience of one or more of the RICO Defendants, including Marano, including, but not limited to:

- DLA website (captured on August 24, 2010) stating "The C2C Camps coaching staff represent a number of prestigious colleges and universities. These include ... St. John's..."
- Frisco Lacrosse Association publication from spring 2010, summarizing the summer lacrosse camps offered by DLA and identifying the coaching staff as including a coach from "St. John's"
- September 1, 2011 email from Van Dorn to prospective and current student athletes identifying Marano from "St Johns" as a coach
- November 5, 2011 online posting in the Flower Mound Connection, by Allen Publishing, that discusses Marano's operation of DLA and states that Marano "played lacrosse at St. John's University"

- Emails and website postings incorporating false and misleading statements regarding the sponsorship and/or affiliation of DLA, including, but not limited to:

- January 19, 2009 email from Barnicle to ESD lacrosse players announcing formation of DLA and scheduling parent meeting at ESD in the Zachary Bell Theater
- February 11, 2009 email from Barnicle to ESD lacrosse players referring to DLA as “joint venture” between Maverik Lacrosse, a lacrosse equipment and apparel manufacturer, and “accomplished local coaches John Marano and Alex Poole,” with signature block of Barnicle’s ESD coaching title and position and a reference to “Let’s Go Eagles!” (the ESD mascot)
- August 18, 2009 email from Marano to lacrosse parents reminding of August 19, 2009 parent meeting at ESD in the “large auditorium” and advising parents where to park at ESD
- Frisco Lacrosse Association publication (spring 2010), referencing the “Frisco Lacrosse Camp by C2C Lacrosse Camps (Delivered by Maverik Lacrosse)”
- DLA website photographs (electronically captured on August 24, 2010) advertising for DLA Camps, with students wearing ESD jerseys in the promotional photograph
- Emails to Plaintiffs incorporating false and misleading statements regarding the ownership and interest in DLA, including statements that Barnicle was merely a coach;
- Emails to Mr. Munck from one or more of the RICO Defendants, including Barnicle, Marano, and Seebold, incorporating false and misleading statements regarding the treatment of Billy Munck;

- Wirings and/or electronic mailings between or among the RICO Defendants concerning treatment of lacrosse players that did not or were perceived not to support DLA; and
- Wirings and/or electronic mailings between or among the RICO Defendants and third-party organizations, including but not limited to airlines and tournament coordinators, incorporating false and misleading information regarding the identities of players/travelers.

104. The RICO Defendants participated in the scheme knowingly, willfully, and with the specific intent to deceive and defraud the Plaintiffs, as well as the lacrosse community. The RICO defendants knowingly and intentionally made misrepresentations about themselves, as well as their perceived competitors in an effort to mislead the public, including Plaintiffs.

105. The RICO Defendants' false and misleading statements have been relied on by Plaintiffs, lacrosse players, and parents of lacrosse players. By way of example, Plaintiffs initially considered and pursued DLA as a lacrosse program for both Billy and Garrett Munck, in reliance on the RICO Defendants' false statements regarding the college playing experience of its owners and coaches, including Marano. Plaintiffs further relied on the RICO Defendants' false statements regarding Barnicle's interest in DLA and ESD's sponsorship of DLA to not report Barnicle to ESD for his apparent conflict of interest, and instead continue participating in ESD lacrosse under Barnicle's direction and donating tens of thousands of dollars to ESD and its lacrosse program. Plaintiffs also contributed their financial and volunteer support and donations to LoneStar. Further, the RICO Defendants' false and misleading statements have caused Plaintiffs damages. By way of example, Plaintiffs were forced to terminate their relationship with ESD as a result of the RICO Defendants' fraudulent acts, and Plaintiffs lost the benefit of the extensive and regular monetary donations provided to ESD and the lacrosse program in the interest of both Billy and Garrett Munck.

Pattern of Racketeering Activity: Interference with commerce by threats or violence in violation of 18 U.S.C. § 1951

106. At all times material to this complaint, lacrosse was played nationwide and affected commerce in the United States.

107. As described herein, the RICO Defendants have engineered a wide-ranging campaign of attacks based on false and misleading statements. The RICO Defendants have disrupted business operations of multiple companies and have demanded participation in their enterprise, all with the intent and effect of causing harm and economic loss to Plaintiffs, as well as others.

108. As described herein, the RICO Defendants extorted Plaintiffs so that they would not participate in a competing but non-profit lacrosse program, including but not limited to the following exemplary acts:

- DLA and the RICO Defendants extorted monies out of North Texas families for participation in DLA in order to secure playing time on the students' respective high school lacrosse teams
- Barnicle demanded that Plaintiffs cease their support for LoneStar and pledge their commitment to DLA
- When Plaintiffs continued supporting LoneStar, Barnicle began telling other coaches that "Billy Munck will never play varsity lacrosse at ESD"
- After Barnicle threatened retaliation if Plaintiffs did not financially support DLA and cease support for LoneStar, Barnicle relegated Billy Munck to practice in a dirt parking lot that Barnicle referred to as the "Gaza Strip"

- In retaliation for Marano's and Poole's refusal to give Barnicle additional ownership interests, Barnicle refused to assign a locker to Billy Munck, forcing him to dress in the freshman locker room as a junior and store his belongings in his car
- In retaliation for Marano's and Poole's refusal to give Barnicle additional ownership interests, Barnicle refused to award Billy Munck a varsity letter, even after Billy Munck dressed for 12 of the 18 varsity games in 2010
- After Barnicle threatened retaliation if Plaintiffs did not financially support DLA and cease support for LoneStar, Barnicle refused to nominate Billy Munck to try out for any after-season college recruiting teams
- After Barnicle threatened retaliation if Plaintiffs did not financially support DLA and cease support for LoneStar, Barnicle and Marano spread rumors that Plaintiffs were reporting violations of certain student athletes, in an attempt to cause friction among the parents and hide their own deceit
- After Barnicle threatened retaliation if Plaintiffs did not financially support DLA and cease support for LoneStar, Barnicle openly mocked and belittled Billy Munck to his peers and teachers about his diabetes
- In retaliation for Plaintiffs' investigation into the business practices of DLA and the RICO Defendants, the RICO Defendants contacted USL to seek removal of Mr. Munck and Mrs. Munck from the board of directors for USLNT on the basis of "conflict of interest"
- In retaliation for Plaintiffs' filing of the instant lawsuit, Seibold contacted Garrett Munck's lacrosse coach to reference the "drama" that one of the coach's kid's parents was causing and attempt to intimidate the coach from coaching Garrett Munck

109. The RICO Defendants' actions were intended to induce fear in Plaintiffs that the RICO Defendants would cause harm to Plaintiffs and their family. These actions have created a reasonable fear of harm on the part of Plaintiffs, including fear of economic loss. Accordingly, the RICO Defendants have unlawfully obstructed, delayed, and affected — and attempted to obstruct, delay and affect — commerce by extortion as those terms are defined in 18 U.S.C. § 1951, in that the RICO Defendants attempted to induce Plaintiffs to consent to relinquish property through the wrongful use of actual or threatened force, violence, or fear — including fear of economic harm.

110. The RICO Defendants' threats and interference have caused Plaintiffs damages. By way of example, Mr. Munck and Mrs. Munck were each forced to resign their respective positions on the board of directors for USLNT as a result of the RICO Defendants' actions, interfering with business interests. This forced removal also caused Mr. Munck to lose business interests, both as General Counsel for USLNT and in building relationships with potential clients. Plaintiffs also lost the benefit of the extensive and regular monetary and time donations made to USL and USLNT in the interest of the Munck family. Plaintiffs were also forced to terminate their relationship with ESD as a result of the RICO Defendants' threats and intimidation, and Plaintiffs lost the benefit of the extensive and regular monetary donations provided to ESD and the lacrosse program in the interest of both Billy and Garrett Munck.

Pattern of Racketeering Activity: Obstruction of justice in violation of 18 U.S.C. § 1503

111. Prior to filing a state court action against some of the RICO Defendants, Mr. Munck took the deposition of DLA and Marano pursuant to Texas Rule of Civil Procedure 202.

112. In an effort to thwart Plaintiffs' attempts to uncover the truth, Marano made numerous false representations under oath regarding his lacrosse experience as well the RICO

Defendants' actions towards Plaintiffs and others. Marano did so with the full knowledge that these statements were false. Marano made such knowingly false statements both in his individual capacity and as a corporate representative of DLA. Furthermore, DLA (by and through Marano, as its corporate representative), Marano, and Barnicle each provided knowingly false sworn answers to interrogatories in a pending litigation regarding their ownership interests and false statements affecting Plaintiffs. By making these deliberate and false representations in a judicial proceeding, with full awareness of their consequences and with specific intent to influence, obstruct, and impede the due administration of justice, the RICO Defendants have committed obstruction of justice in violation of 18 U.S.C. § 1503. Plaintiffs were injured as a proximate result of the RICO Defendants' obstruction, including by delaying the progress of litigation against Marano and DLA for their quasi-criminal acts and increasing attorneys' fees necessary to uncover the obstruction of justice.

Relief

113. Plaintiffs were injured by reason of the RICO Defendants' violations of 18 U.S.C. § 1962(c). These injuries include, but are not limited to, harm to Plaintiffs' business and property interests, as outlined above.

114. These injuries to Plaintiffs were a direct, proximate, and reasonably foreseeable result of the violation of 18 U.S.C. § 1962. Plaintiffs are victims of the RICO Defendants' unlawful enterprise and have been and will continue to be injured in an amount to be determined at trial.

115. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover treble damages, plus attorneys' fees from the RICO Defendants.

116. Plaintiffs are further entitled to, and should be awarded a preliminary and permanent injunction that enjoins Defendants, their assignees, and anyone acting in concert with them from any attempts to injure Plaintiffs or their family.

Count II: Conspiracy to Violate RICO, 18 U.S.C. § 1962(d)

117. Plaintiffs reallege and incorporate herein by reference the allegations set forth above.

118. The RICO Defendants have unlawfully, knowingly, and willfully combined, conspired, and agreed together and with others to violate 18 U.S.C. § 1962(c), as described above, in violation of 18 U.S.C. § 1962(d).

119. The RICO Defendants knew that they were engaging in conspiracy to commit the predicate acts, and they knew that the predicate acts were part of such racketeering activity, and the parties' participation and agreement of each of them was necessary to allow the commission of this pattern of racketeering activity. This conduct constitutes conspiracy to violate 18 U.S.C. § 1962(c), in violation of 18 U.S.C. § 1962(d).

120. The RICO Defendants agreed to conduct or participate, either directly or indirectly, in the conduct, management, or operation of the enterprise's affairs in violation of racketeering activity in violation of 18 U.S.C. § 1962(c).

121. As part of the conspiracy, the RICO Defendants and their co-conspirators committed a pattern of racketeering activity in the conduct of the affairs of the enterprise, including the acts of racketeering set forth above.

122. As a direct and proximate result of the RICO Defendants' conspiracy, the acts of racketeering activity of the enterprise, the overt acts taken in furtherance of that conspiracy, and

violation of 18 U.S.C. § 1962(d), Plaintiffs have been injured in their business and property, as outlined above.

123. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover treble damages plus costs and attorneys' fees from the RICO Defendants.

124. Plaintiffs are further entitled to, and should be awarded a preliminary and permanent injunction that enjoins Defendants and anyone acting in concert with them from any attempts to injure Plaintiffs or their family.

VI.
JURY DEMAND

125. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs William A. Munck, Suzanne T. Munck, and William P.J. Munck pray for relief against Defendants Dallas Lacrosse Academy, LLC d/b/a Coast2Coast Lacrosse, d/b/a C2C Lacrosse, and d/b/a Maverik Lacrosse Academy, John A. Marano, Kevin Barnicle, Alexander Poole, Christopher Van Dorn, Robert Seebold, and Steven Kravit as follows:

(a) A judgment for Plaintiffs and against all Defendants for Plaintiffs' actual damages, and for any gains, profits, or advantages attributable to all violations of 18 U.S.C. § 1962(c) plus interest;

(b) A judgment and order requiring Defendants to pay to Plaintiffs treble damages, under authority of 18 U.S.C. § 1964(c), for any gains, profits, or advantages attributable to all violations of 18 U.S.C. § 1964(c) plus interest;

(c) A preliminary and permanent injunction enjoining Defendants and anyone acting in concert with them from any attempts to injure Plaintiffs or their family;

- (d) A judgment and order requiring Defendants to pay Plaintiffs their reasonable and necessary attorneys' fees;
- (e) A judgment and order requiring Defendants to pay Plaintiffs the costs of this action; and
- (f) Such other and further relief as the Court deems just and equitable.

Dated: April 25, 2014

By: /s/ Jamil N. Alibhai

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing document was served on all counsel of record via CM/ECF, in accordance with the Federal Rules of Civil Procedure, on April 25, 2014.

/s/ Jamil N. Alibhai
Jamil N. Alibhai

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