

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

**BIG3 BASKETBALL, LLC, a Delaware limited
liability company,**

Plaintiff,

vs.

**QUINN EMANUEL URQUHART &
SULLIVAN, LLP, a California limited liability
partnership; and DOES 1 through 10, inclusive,**

Defendants.

Index No.

SUMMONS

To the above-named Defendant:

Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor,
New York, New York 10010

-and-

c/o New York Department of State
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York).

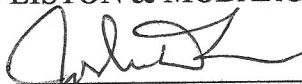
YOU ARE HEREBY NOTIFIED THAT should you fail to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Venue is proper based on Defendant's residence.

Dated: New York, New York
May 28, 2020

BEYS LISTON & MOBARGHA LLP

By:



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COMPLAINT FOR:
(1) DECLARATORY RELIEF,
(2) INJUNCTIVE RELIEF,
(3) DAMAGES FOR BREACH
OF FIDUCIARY DUTY,
(4) DAMAGES FOR FRAUD,
AND (5) DAMAGES FOR
LEGAL MALPRACTICE

Plaintiff Big3 Basketball, LLC (“Big3”), as its causes of action against Defendants Quinn Emanuel Urquhart & Sullivan, LLP (“Quinn”), and Does 1 through 10, inclusive, alleges as follows:

INTRODUCTION

1. This action concerns an egregious betrayal by a law firm that pretended to act on behalf of Big3, its nominal client, when in reality it was serving the interests of a far more lucrative client – the State of Qatar, its royal family and its numerous state-owned enterprises - whose interests were directly adverse to Big3.

2. Big3 operates a professional three-on-three basketball league that was founded by O’Shea Jackson Sr., who is known professionally as Ice Cube (“Ice Cube”), and Jeffrey Kwatinetz (“Kwatinetz”). Its players include numerous former NBA stars – among whom are Chauncey Billups, Stephen Jackson, Joe Johnson, Corey Maggette, Nate Robinson, and Amar’e Stoudemire -- who are coached by basketball legends like Hall-of-Famers Julius “Dr. J” Erving, Rick Barry, George Gervin, Lisa Leslie, Nancy Lieberman, and Gary Payton. Its current

commissioner is Hall-of-Famer Clyde Drexler. The chairman of Big3's board is Amy Trask, who had previously served as the CEO of the Oakland Raiders for 17 years.

3. Quinn is a law firm with offices in numerous cities across the United States and in several foreign countries. Among its clients are various instrumentalities of the State of Qatar and several individual members of its royal family, the al-Thani. Upon credible information and belief, Qatar and the al-Thani pay Quinn tens of millions of dollars in legal fees every year. Its Qatari business is so important to Quinn that it maintains an office in Doha, the capital of Qatar.

4. Qatar has aggressively sought to make itself a leader in athletic events. It has been named as the site of the 2022 FIFA World Cup. As alleged in the recently unsealed superseding indictment in United States of America v. Jinkis, Case No. 15-cr-252 on file in the United States District Court for the Eastern District of New York, bribes were offered and received by members of FIFA's executive committee and one or more other high-ranking FIFA officials in exchange for votes in favor of Qatar's World Cup bid. Qatari bribery has also reportedly been employed to gain access to President Trump's former personal attorney, Michael Cohen, former National Security Advisor Michael Flynn, and other American political figures.

5. In 2017, Qatari agents sought to seize control of Big3 by promising to make a multi-million-dollar investment in Big3 and to provide millions of dollars more in sponsorships. The funds for the investments were supposed to be come from Qatar's sovereign wealth fund, the Qatar Investment Authority, which is headed by Abdulla bin Mohammed bin Saud al-Thani, a member of the Qatari royal family. The sponsorships were supposed to come from sources such as airlines and media owned and controlled by the al-Thani family.

6. Only a fraction of the promised funding actually materialized. The Qatari agents refused to pay the balance of their investment commitment unless one of them was appointed as Big3's chief operating officer and they received a larger ownership share in Big3. On February 14, 2018, Big3 commenced a legal proceeding against the Qatari agents over their failure to pay the balance. That proceeding would eventually involve the paymaster for the Qatari agents, Mohammed bin Hamid al-Thani, who happens to be the brother of the emir of Qatar and is believed to be involved in the FIFA bribery scandal.

7. By March 2018, it had become apparent to Big3 that its then-commissioner, Roger Mason, and other Big3 employees had been corrupted by the Qatari agents who had been trying to seize control of Big3. Mason had posted pictures of himself partying with the Qatari agents on social media, and aligned himself with them against the interests of Big3. Big3 fired Mason on account of his disloyalty.

8. On March 12, 2018, the news of Mason's firing and his involvement with the Qatari agents became public. Mason announced his intention to commence legal proceedings over his firing. A flurry of articles about the dispute and the involvement of the Qatari operatives ran in Sports Illustrated as well as the New York Times and various other newspapers.

9. The publicity concerning Mason's firing exposed the connections between Mason, the Qatari agents, the al-Thani family and State of Qatar. It blew the cover of a key Qatari operative, and threatened to embarrass Qatari officials and institutions that Quinn represented. However, Quinn had the ability to offer the Qataris a unique service. Quinn had an existing attorney-client relationship with Big3's California-based outside counsel. That relationship gave Quinn an opening to infiltrate Big3's legal team in order to try to steer it away from the Qatari government connections to Mason and to provide the Qataris with intelligence

about what Big3 already knew about those connections. In effect, Quinn would become a spy for Qatar, a nation known for supporting terrorism and aligned with Iran.

10. On the very day after the Mason firing hit the news, Robert Raskopf, a senior partner in Quinn's New York office, sent an e-mail to Big3's California-based outside counsel, in which he made an unsolicited offer for Quinn to assist with the Mason litigation. Quinn insisted that it could aggressively represent Big3 in its dispute with Mason, and crush Big3's adversaries. Despite knowing that Ice Cube and Kwatinetz were the co-CEOs of Big3, Quinn never supplied Ice Cube, Kwatinetz, or any other executive of Big3 with an engagement letter, instead relying on a member of the Big3's California law firm to sign an engagement agreement for Quinn to represent Big3 against Mason as Big3's "Attorney".


11. Quinn knew when it undertook the representation of Big3 that the central theory of Big3's defense against Mason's claims was that Mason had been an unfaithful employee by virtue of his having aligned himself with the Qatari agents against Big3. The extent to which Big3's theory turned on the involvement of Qatar was underscored repeatedly as Quinn became more involved in the case. The conflict between Big3's defense and Qatari interests was inescapable and unwaivable. Indeed, it is hard to imagine a more egregious conflict of interest. Yet, Quinn persisted in representing Big3.

12. The conflict between Big3 and Quinn's Qatari clients became all the more obvious when Big3 ran the following full-page ad in the New York Times:

Advertisement

Hey President Trump,

When you meet today with Putin's new friend, the Emir of Qatar, please tell him not to threaten the BIG3 and American athletes!



March 26, 2018 - Moscow Russia

BIG3 Coaches and Players include:
 Chauncey Billups, Jermaine O'Neal, Corey Maggette, Jerome Williams, Julius "Dr. J" Erving, Nancy Lieberman, Gary Payton, Brian Scalabrine, George "The Iceman" Gervin, Ron Artest, Mike Bibby, Al Harrington, Ricky Davis, Stephen Jackson, Amar'e Stoudemire, Nate Robinson, Baron Davis, Carlos Boozer, Charles Oakley and many others...

**BIG3 will be Live on Fox and FS1 all Summer Long
Friday Nights 8-11EST**

2018 BIG3 SEASON SCHEDULE	
WEEK 1 June 22: Toyota Center Houston, Texas	WEEK 6 July 27: Air Canada Centre Toronto, Ontario
WEEK 2 June 29: United Center Chicago, Illinois	WEEK 7 August 3: TD Garden Boston, Massachusetts
WEEK 3 July 6: Oracle Arena Oakland, California	WEEK 8 August 10: Infinite Energy Arena Atlanta, Georgia
WEEK 4 July 13: Little Caesars Arena Detroit, Michigan	WEEK 9 August 17: American Airlines Center Dallas, Texas "Playoffs"
WEEK 5 July 20: American Airlines Arena Miami, Florida	WEEK 10 August 24: Barclays Center Brooklyn, New York "Championship Finals"

ON SALE APRIL 20, 2018
 We're changing the game.

Sincerely, Ice Cube, Jeff Kwatinetz, Clyde
 "The Glide" Drexler and the Players and
 Coaches of the **BIG3**
 BIG3.com

The ad ran on April, 10, 2018, the very day that Quinn forwarded an engagement letter to Big 3.

13. Any rational person would question why a law firm would undertake the representation of a fledgling basketball league that might generate a few hundred thousand dollars in fees when the league was adverse to its existing Qatari clients who generate tens of millions of dollars in fees annually. The only logical answer is that Qatar *wanted* Quinn to undertake the representation. With Quinn on the Big3 defense team, Qatar had an agent that it could use to deflect attention away from Qatar's involvement in corrupting Mason and to gather information about Big3. By diverting Big3's defense away from the issues surrounding the Qatari agents, Quinn handicapped Big3 from pursuing its central theory against Mason. It thereby betrayed Big3, its nominal client.

14. To make matters worse, Quinn is now seeking to use arbitration proceedings before JAMS, a tribunal that Quinn has used hundreds of times before, in an effort to extract money from Big3. Individual arbitrators appointed to preside over the proceeding are owners of JAMS, and have a financial stake in Quinn's continued patronage. A provision for arbitration before JAMS is incorporated in the engagement letter that it sent to Big3. Quinn did not disclose to Big3 in the engagement letter, or in any other attorney-client communication, how extensively it had used JAMS or the likely bias that its ongoing business relationship with JAMS would engender. No authorized representative of Big3 ever signed the engagement letter. Quinn nonetheless insists that its disputes with Big3 must be decided in an arbitration before a biased tribunal.

THE PARTIES

15. Big3 is, and was at all relevant times, a limited liability company organized and existing under the laws of the State of California that maintains its principal place of business in California.

16. Upon information and belief, Quinn is, and was at all relevant times, a California limited liability partnership. Its individual partners reside in various states, including California and New York. It is a large law firm, with offices in numerous cities in the United States and abroad.

17. Big3 is unaware of the true names and capacities of those defendants sued herein as Does 1 through 10, inclusive, and thereby sues those defendants under fictitious names. Big3 will amend this Complaint to set forth their true names after they have been ascertained.

FIRST CAUSE OF ACTION

(For Declaratory Relief Against All Defendants)

18. Big3 incorporates by reference each and every allegation of Paragraphs 1 through 17 of this Complaint as through fully set forth hereat.

19. Qatar has huge deposits of natural gas and petroleum that have made it a wealthy nation, boasting the highest per capita income in the world. It has business interests in a number of other countries, including the United States.

20. Qatar and entities owned by its sovereign wealth funds have retained Quinn in a number of matters, paying Quinn tens of millions of dollars each year for the past several years. One Quinn partner alone lists the following matters among his representative engagements:

- Represented Qatar Foundation in relation to a multi-billion dollar, Qatari law governed, ICC arbitration seated in London arising from a major healthcare project.
- Represented Qatar Petroleum in relation to the resolution of very significant construction claims (across multiple contracts) related to the Ras Laffan Port Expansion Project.

- Represented Qatar Foundation in relation to the resolution of very significant construction claims, related to a major sports facility in Doha, Qatar.
- Represented Qatar Chemical as counsel in a Qatar law governed, London seated ICC arbitration arising from a major petrochemical project.
- Represented a Qatari Government entity in relation to an expert determination arising from a US\$40 million construction dispute related to the construction of its new headquarters tower.
- Represented Qatari Diar/Emiri Diwan/Qatar Holding in relation to the acquisition, operation and redevelopment of the port of Tarragona, Spain.
- Represented Qatar Petroleum in relation to the revision of the “Regulations for Purchases, Works and Auctions”
- Represented Qatar Petroleum in relation to the development agreement and construction aspects at the QP District (formerly Barwa District) in Doha, Qatar.
- Represented Industries Qatar in relation to drafting their internal procurement regulations.
- Represented project sponsors on the US\$11.3 billion Qatargas II liquefied natural gas project in Qatar, involving the engineering, procurement and construction arrangements for onshore and offshore facilities in Qatar, and onshore terminal facilities at Milford Haven in Wales.

Quinn has insinuated itself in virtually every aspect of the Qatari ruling family’s business interests, including exploitation of Qatar’s natural gas and petroleum resources, the Qatar Investment Authority, and various Qatari construction projects tied to the upcoming FIFA World Cup scheduled to be held in Doha, Qatar in 2022.

21. Qatar faces a number of public relations challenges. It has an abysmal human rights record. It has an unsavory history of using its immense wealth to support terrorist organizations around the world, reputedly including Hamas and Syrian militias affiliated with al-Qaeda. It has aligned itself with Iran. Its conduct has brought it into conflict with its neighbors, Saudi Arabia and the United Arab Emirates, which imposed a blockade on Qatar. To repair its image and to court United States support, Qatar launched a “charm offensive.”

22. One aspect of its charm offensive was to seek sponsorships of sporting events. It aggressively pursued a successful bid to be named the host the 2022 FIFA World Cup. That pursuit reportedly involved bribery. Upon information and belief, Mohammed bin Hamad al-Thani, the emir’s own brother, was implicated in that bribery. On March 19, 2020, a superseding indictment in United States v. Jinkins charged that bribes had been offered and received by members of FIFA’s executive committee and by one or more other FIFA officials in exchange for votes in favor of Qatar’s World Cup bid.

23. Qatar also sought to curry favor within the United States by pledging to make millions of dollars in investments in American businesses. It also sought to create connections among American intellectual and opinion leaders by paying prominent American universities to establish satellite campuses at Qatar’s “Education City.”

24. Big3 was formed in order to establish a new basketball league that features three-on-three basketball competition among teams composed of former NBA players. It was founded by music star and actor Ice Cube and entertainment executive Jeffrey Kwatinetz, who served as its co-CEOs.

25. Big3’s initial commissioner was a former NBA player named Roger Mason.

26. To fuel its growth, Big3 obtained investments from other parties. Mason presented Ahmed al-Rumaihi, Faisal al-Hamadi, and Ayman Sabi (collectively, the “Qatari Agents”) to Big3’s leadership as potential investors. The Qatari Agents made a commitment to invest \$11.5 million in Big3 through an entity called Sport Trinity, LLC. The Qatari Agents boasted of their connections to the Qatari royal family, the al-Thani, and their access to substantial resources that they claimed would allow them to invest millions of dollars in Big3. These resources were supposed to come from the Qatar Investment Authority, Qatar’s sovereign wealth fund.

27. Al-Rumaihi and al-Hamadi are both Qatari nationals. Sabi claimed to be a Qatari, and a board member of Qatar’s sovereign wealth investment arm. Upon information and credible belief, Sabi actually was born in Tripoli, Libya and is a naturalized American citizen.

28. Al-Rumaihi is well-connected to the Qatari regime. He has been appointed to Qatari diplomatic posts, with one such appointment conveniently occurring shortly before he was scheduled to be deposed in a lawsuit brought against him by Big3, enabling him to claim diplomatic immunity. He has also acted as a Qatari agent in various matters, including the retention of former United States Attorney General John Ashcroft as a paid lobbyist for Qatar. He was implicated in efforts to pass bribes to President Trump’s then-personal lawyer, Michael Cohen, in order to gain access to Trump and to try to influence him. Al-Rumaihi is known to have visited Trump Tower in the company of Mr. Cohen in December 2016. He has also boasted of having bribed various Washington politicians on behalf of Qatar, implying that former national security advisor Michael Flynn had taken Qatari money. Upon information and belief, al-Rumaihi reports directly to Mohammed bin Hamad al-Thani, the brother of the emir of Qatar.

29. Big3's co-CEO, Kwatinetz, has previously worked with President Trump's former political advisor, Steve Bannon, in the early 2000s, when Bannon was CFO at The Firm, Inc. Bannon was known to have strong opinions about Qatar. In 2018, al-Rumaihi approached Kwatinetz and asked him to pass a message from Qatar to Bannon. Kwatinetz refused.

30. The Qatari Agents gave Big3 only part of the \$11.5 million they had committed to invest. The Qatari Agents refused to pay the balance of their investment commitment unless one of them was appointed as Big3's chief operating officer and they received a larger ownership share in Big3. In addition, al-Rumaihi had a gambling problem that resulted in millions of dollars in losses, and may have led him to divert part of the money his Qatari bosses had earmarked for the investment in Big3 to paying his own debts. Some \$4 million of the Qatari Agents' promised investment in Big3 was never funded. Nonetheless, the Qatari Agents attempted to seize control of Big3 from its founders, Ice Cube and Kwatinetz. As part of that attempt, the Qatari Agents engaged in a disinformation campaign designed to discredit Ice Cube and Kwatinetz in the eyes of Big3's stakeholder. The takeover attempt failed.

31. The Qatari Agents then turned their attention to trying to set up a three-on-three basketball league of their own that would compete with Big3. They began recruiting Big3's players to join this new league. Mason aided the Qatari Agents in their efforts to compete with Big3.

32. The Qatari Agents spent lavishly to corrupt Mason and others associated with Big3. They provided financial support for Mason's outside business interests, and provided him with cars, luxury trips, and other gifts. Mason was photographed partying with the Qatari Agents, and posted the pictures on social media with the hashtags "#family" and "#makingmoneymoves."

33. By March 2018, Big3's board of managers was apprised of Mason's disloyal activities and of information suggesting that he had become an agent of the Qatari government. Big3 accordingly fired Mason on or about March 12, 2018, and sent a letter to all players, coaches and others in the league outlining its claims against Mason. It was widely reported at that time that Big3 contended that Mason was an operative of the Qatari Agents.

34. In March 2018, Mason filed an arbitration proceeding against Big3, in which he falsely accused Big3 of breaching his employment agreement. Mason's attorneys in that proceeding and his public relations representative were paid for by Qatar. The proceeding generated articles in newspapers and periodicals. Among other things, the articles publicized Big3's contention that Mason and the Qatari Agents were working for the government of Qatar.

35. The Qatari government knew that Big3's contentions were true. Upon credible information and belief, al-Rumaihi had personally worked for the Qatari emir and his brother, and now his cover had been blown.

36. The publicity surrounding Mason's arbitration proceeding came at an inconvenient time for Qatar. Its ruling emir was scheduled to meet with the president of the United States not long after the news of Mason's disloyalty became public.

37. Mark Geragos is an attorney who is a member of Big3, and has represented Big3 in several proceedings, including some involving Mason and the Qatari Agents.

38. In March 2018, Quinn was representing Geragos in an unrelated matter. The day after the news of Mason's arbitration proceeding broke, Robert Raskopf of Quinn's New York office reached out to Geragos, offering to "help" with the representation of Big3. From the outset, including in a discussion with Kwatinetz present, Quinn was apprised that the central theory of the defense against Mason's claims, and the contemplated counterclaim to be filed by

Big3, would be that Mason had conspired with the Qatari Agents and that they were collectively acting on behalf of the State of Qatar. This meant that Quinn was afflicted by an unwaivable conflict of interest if it undertook the representation of Big3. Quinn nonetheless offered to proceed with the representation, promising to crush Mason.

39. Big3 is informed and believes that Quinn offered to proceed with the representation of Big3 in the Mason arbitration proceeding in order to try to steer the focus of the case away from its Qatari clients and their pervasive scheme of bribery, and on information and belief, to gather intelligence for Qatar about Big3. Big3 is informed and believes that it did so at the direction of its Qatari clients.

40. On March 30, 2018, Quinn presented a purported engagement letter to Ben Meiselas of Geragos & Geragos, even though it knew that Jeffrey Kwatinetz and Ice Cube were the co-CEOs of Big3, and that Meiselas was merely one of Big3's attorneys. On April 10, 2018, Quinn sent a revised version of the purported engagement letter to Meiselas that set forth an expanded scope of representation.

41. The engagement letters failed to make an adequate disclosure of Quinn's conflicts of interest. They referred generally to Quinn having represented the al-Thani family, but did not disclose the nature of that representation or how those conflicts would affect their representation of Big3 in the Mason case. The letters made no disclosure whatsoever regarding Quinn's relationships with the State of Qatar, the Qatar Investment Authority, or other entities controlled by the Qatari ruling family. The engagement letters also did not address any conflicts that might arise from Quinn's representation of Geragos.

42. Meiselas, signed the April 10, 2018 engagement letter purportedly on Big3's behalf, identifying himself as "attorney." However, Meiselas lacked authority to enter into an engagement agreement on behalf of Big3.

43. On April 5, 2018, just as Quinn was seeking to be retained to be Big3's attorney, Big3 sued the Qatari Agents and Mohammed bin Hamad al-Thani in the Los Angeles Superior Court, claiming among other things, that the defendants had sought to use Big3 to improve Qatar's public perception in the United States and its standing in the arena of sports on a global level. The connections between the Qatari Agents and the Qatari royal family were specifically alleged. This filing was publicly reported.

44. On April 5, 2018, the Washington Post ran a major story about the dispute between Big3 and Mason, which outlined the allegations about Qatar's involvement. Big3 is informed and believes that a Washington Post reporter sought comments from Qatari officials before the story ran, thereby alerting Quinn's clients about the allegations.

45. On April 10, 2018, the same day that Quinn sent its second engagement letter, Big3 ran a full-page advertisement in the New York Times that stated, in large lettering:

Hey, President Trump,

When you meet today with Putin's new friend, the Emir of Qatar, please tell

him not to threaten BIG3 and American athletes!

The advertisement incorporated a photograph of the Emir and Putin sharing a warm handshake taken during the Emir's visit to Moscow on March 16, 2016.

46. Quinn rarely communicated directly with Kwatinetz. However, whenever those communications took place, Kwatinetz emphasized that Big3's central theory against Mason was

that he had been corrupted as a Qatari agent. Kwatinetz was adamant the any settlement with Mason must require him to acknowledge his ties to Qatar.

47. Quinn insisted that Big3 turn over all of its e-mails, including those that referenced the Qatari Agents or Qatar, for the stated purpose of enabling it to understand the factual background of the case. Quinn also advised Big3 to downplay the role of Qatar in its pleadings, and in one or more press releases, thereby undermining the central theory of Big3's case. Using its position as attorney for Big3, Quinn gained access to Big3's entire legal strategy for its litigation with the Qatari Agents, and was able to see drafts of papers that would later be filed in that litigation.

48. In June 2018, Kwatinetz published an open letter, in which he excoriated the government of Qatar for its repressive policies and support of terrorism, and recounted the Qatari government's role in attempting to destroy Big3. He urged his alma mater, Northwestern University, to withdraw from Qatar's "Education City." Quinn was aware of the open letter.

49. After Quinn began by soliciting Big3, in violation of the New York Rules of Professional Conduct, and then securing its representation by having an outside lawyer sign the engagement letter despite knowing Kwatinetz was the co-CEO, Quinn then repeatedly ignored instructions to hammer Mason on his role as Qatari state operative, all the while ignoring its unwaivable conflict. Without limitation, Quinn dissuaded Kwatinetz from issuing a press release detailing the connection between Mason, the Qatari Agent and the State of Qatar.

50. During the course of Quinn's representation of Big3, Quinn recommended that Big3 seek a temporary restraining order ("TRO") against Mason's attempt to sell an ownership interest in Big3 to a third party whose identity was not fully disclosed. Quinn refused to include details of the prior Qatari attempts to seize control of Big3 or Mason's corruption by the Qatari

agents and the State of Qatar in its papers in support of the TRO. Quinn lost the TRO after spending hundreds of thousands of dollars in legal fees on it. The amount that Quinn charged for unsuccessfully seeking the TRO was almost as much as the amount that Big3 would have had to pay to exercise a right of first refusal to prevent the sale from taking place.

51. Quinn represented Big3 for less than five months. In that time, it generated bills claiming unconscionable attorneys' fees and costs totaling over \$1.3 million, including a bill for approximately \$778,000 for one month (in which 16 timekeepers billed time, seven of whom were non-lawyers), much of which was for Quinn's losing effort to get a TRO. The amount charged should shock the conscience of any reputable attorney, but Quinn has no conscience when it comes to billing. Big3 refused to pay Quinn's bloated charges, particularly because prior to taking on the representation, Quinn was advised that Big3 was a new league and that it was not able to support the manner in which is widely known to bill clients, resulting in Quinn agreeing to look to insurance to pay its bills at insurance agreed upon rates, just as was being done on the unrelated matter in which Quinn had represented Mark Geragos.

52. After billing unconscionable amounts to Big3 and hobbling its defense in the Mason litigation, Quinn withdrew as Big3's counsel. The Mason litigation went on without Quinn's involvement. After Quinn withdrew, Big3 secured an admission that Mason had been "unwittingly used" by the Qataris all along – a fact that was crucial to Big3's faithless servant defense, and could have been demonstrated earlier if Quinn had not been protecting its Qatari clients.

53. Quinn's purported engagement letter provides that any dispute arising out of the attorney-client relationship is to be adjudicated in an arbitration conducted by JAMS using its Streamlined Rules. Quinn has used JAMS's services on hundreds of prior occasions, including

numerous fees disputes. In the last five years alone, it has used JAMS more than 550 times. It nominates arbitrators who have an ownership interest in JAMS, and thus are likely to have a bias in its favor by virtue of its frequent usage of JAMS. (See, Monster Energy Co. v. City Beverages, LLC, 940 F.3d 1130 (9th Cir. 2019).) On information and belief, Quinn demands arbitration from clients because of its view that JAMS is a favorable forum in which to adjudicate such disputes.

54. Quinn's extensive prior usage of JAMS is a material fact that any reasonable client would want to know before agreeing in advance to arbitrate disputes with Quinn before JAMS. Despite owing fiduciary duties of full disclosure to Big3 during the course of their attorney-client relationship, Quinn did not make any disclosure of its usage of JAMS in the purported engagement letter, or in any subsequent attorney-client communications. Quinn's failure to disclose this material fact precludes any informed consent to a purported agreement to arbitrate disputes before JAMS.

55. Quinn has commenced a JAMS arbitration proceeding against Big3 for its fees, which is now pending in New York City and is currently scheduled for hearing on June 4-6, 2020.

56. An actual controversy has arisen and now exists between Big3, on the one hand, and Quinn, on the other hand, regarding the existence of an enforceable agreement to arbitrate disputes between them. Big3 contends that there is no such agreement, in that the Quinn engagement letter was not signed on Big3's behalf by its manager or any other officer empowered to bind it to such an agreement. Big3 further contends that any agreement to arbitrate would be unenforceable for the additional reason that Quinn did not disclose its extensive prior usage of its chosen arbitrator, JAMS, thereby precluding the informed consent

required under the ethical rules to which Quinn is supposed to adhere. Big3 is informed and believes that Quinn disputes those contentions.

57. Big3 desires a judicial declaration that there is no binding agreement to arbitrate disputes between it and Quinn. Such a declaration is necessary and proper at this time.

SECOND CAUSE OF ACTION

(For Injunctive Relief Against All Defendants)

58. Big3 incorporates by reference each and every allegation of Paragraphs 1 through 57 of this Complaint as through fully set forth hereat.

59. Defendants have stated their intention to proceed with a hearing on the merits in Quinn's arbitration that is pending before JAMS. Proceeding with the arbitration, unless enjoined, will cause Big3 to suffer great and irreparable injury.

60. Big3 has no adequate remedy at law for the injury that it will suffer if Defendants are not restrained and enjoined from proceeding with the arbitration.

THIRD CAUSE OF ACTION

(For Damages for Breach of Fiduciary Duty Against All Defendants)

61. Big3 incorporates by reference each and every allegation of Paragraphs 1 through 60 of this Complaint as through fully set forth hereat.

62. Upon undertaking to act as Big3's attorney, Quinn became a fiduciary of Big 3. As a fiduciary, Quinn owed Big3 duties of full disclosure and undivided loyalty.

63. At the inception of its representation of Big3, Quinn had an unwaivable conflict of interest that was not adequately disclosed.

64. Quinn knowingly and willfully violated its fiduciary duties by handicapping Big3's defense of Mason's claims in arbitration, in that it refused to pursue core aspects of that defense that might embarrass the State of Qatar and/or its ruling family.

65. On information and belief, Quinn further violated its fiduciary duties by effectively acting as a spy for Qatar, disclosing to Qatari officials information that was provided to it in confidence.

66. As a direct and foreseeable result of Quinn's breaches of fiduciary duty, Big3 has suffered damages in an amount that has not yet been ascertained, but which shall be proven upon the trial of this action.

67. Quinn's breaches of its fiduciary duties were malicious and oppressive, in that Quinn acted with a willful and conscious disregard for Big3's rights and engaged in despicable conduct that subjected Big3 to cruel and unjust hardship in conscious disregard for Big3's rights. As a consequence thereof, Quinn ordered to pay punitive or exemplary damages to Big3.

FOURTH CAUSE OF ACTION

(For Damages for Fraud Against All Defendants)

68. Big3 incorporates by reference each and every allegation of Paragraphs 1 through 67 of this Complaint as through fully set forth hereat.

69. On or about March 13, 2018, Quinn promised in writing, in an e-mail sent to Ben Meiselas in his capacity as Big3's California counsel, that it would vigorously represent Big3 in its litigation with Mason. Quinn reiterated those promises orally and writing on several subsequent occasions.

70. Quinn had no intention of performing its promises when it made them. In fact, Quinn secretly intended to present a hobbled defense that would omit crucial evidence about the Qatari corruption of Mason, so as to serve the interests of its much more powerful Qatari clients.

71. Big3 was not aware of Quinn's secret intention not to honor its false promises to present a vigorous defense at the time it acted in reliance on the promises as hereinafter alleged.

72. Quinn made its false promises with the intention to defraud Big3 and induce it to rely on the promise by retaining Quinn and divulging its confidential information to Quinn.

73. In reasonable reliance on Quinn's false promises, Meiselas, purporting to act on Big3's behalf, signed Quinn's engagement letter, and Big3 divulged its confidences to Quinn.

74. As a direct and foreseeable result of Quinn's fraud, Big3 has suffered damages in an amount that has not yet been ascertained, but which shall be proven upon the trial of this action.

75. Quinn acted fraudulently in making the false promises, with an intention to deprive Big3 of its property and legal rights, and to cause injury to Big3. As a consequence thereof, Quinn ordered to pay punitive or exemplary damages to Big3.

FIFTH CAUSE OF ACTION

(For Damages for Legal Malpractice Against All Defendants)

76. Big3 incorporates by reference each and every allegation of Paragraphs 1 through 75 of this Complaint as through fully set forth hereat.

77. When Quinn undertook to represent Big3, it assumed a duty to exercise reasonable care in conducting the representation.

78. Quinn breached its duty of care by failing to make full disclosure to Big3 of the conflict of interest posed by its concurrent representation of Big3 and Qatari interests, by failing

to properly present Big3's defenses against Mason's claims, and, upon information and belief, by disclosing confidential information provided to Quinn by Big3 to Qatar and/or Qatari operatives.

79. As a direct and foreseeable result of Quinn's breaches of its duty of care, Big3 has suffered damages in an amount that has not yet been ascertained, but which shall be proven upon the trial of this action.

WHEREFORE, Plaintiff Big3 Basketball, LLC prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION

A. For a judicial declaration that there is no binding agreement between Big3 and Quinn to arbitrate disputes between them.

ON THE SECOND CAUSE OF ACTION

B. For a temporary restraining order, a preliminary injunction, and a permanent injunction restraining Defendants from proceeding with any arbitration of disputes between Big3 and Quinn.

ON THE THIRD AND FOURTH CAUSES OF ACTION

- C. For compensatory damages, according to proof;
- D. For an award of punitive damages, according to proof;

ON THE FIFTH CAUSE OF ACTION

- E. For compensatory damages, according to proof;

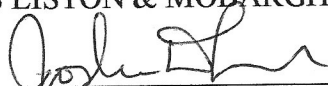
ON ALL CAUSES OF ACTION

- F. For costs of suit incurred herein; and
- G. For such other and further relief and the Court may deem just and proper.

Dated: New York, New York
May 28, 2020

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