

EXHIBIT A

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

FANATICS COLLECTIBLES AC, INC.,

Plaintiff,

v.

MARVIN HARRISON JR. and THE OFFICIAL
HARRISON COLLECTION LLC,

Defendants.

Index No.

COMPLAINT

JURY TRIAL DEMANDED

1. Plaintiff Fanatics Collectibles AC, Inc. (“Fanatics”), through its undersigned attorneys, brings this complaint against Defendants Marvin Harrison Jr. (referred to herein, along with his agents and representatives, as “Harrison Jr.”) and The Official Harrison Collection LLC (the “Harrison Collection,” and collectively, “Defendants”) and alleges as follows:

INTRODUCTION

2. In May 2023, Harrison Jr. entered into a fully binding and enforceable contract to provide Fanatics with, among other things, [REDACTED]

(hereinafter the “Agreement” or “Binding Term Sheet”). In return, [REDACTED]

3. Less than a year into his Agreement, however, Harrison Jr. has recently and publicly asserted that his binding Agreement with Fanatics does not exist, and he has refused to fulfill any of his obligations thereunder.

4. Harrison Jr.’s Agreement with Fanatics was formed after extensive negotiations. Throughout all of these negotiations—and since—Harrison Jr. has been assisted and represented by his father, Marvin Harrison Sr.

5. Harrison Sr. was, himself, drafted in the First Round of the 1996 NFL Draft. Harrison Sr. played in the NFL for 13 years, was an eight-time Pro Bowler, and was inducted into the NFL Hall of Fame in 2016.

6. Harrison Jr.’s Agreement with Fanatics is unequivocal about its binding nature. Entitled “Binding Term Sheet,” the Agreement confirms:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

7. After entering into his Agreement with Fanatics, Harrison, Jr. received [REDACTED]. [REDACTED] In fact, Fanatics [REDACTED]. [REDACTED]

8. Despite this already beneficial partnership and the tremendous potential for future compensation, Harrison Jr. now claims that no agreement exists, publicly disclaiming any contract with Fanatics.

9. Harrison Jr. has refused to [REDACTED]. [REDACTED]

10. Harrison Jr. has asserted that other trading card companies have made competing offers to him [REDACTED].

11. Harrison Jr. has demanded that Fanatics meet or exceed the compensation offers he has allegedly received.

12. Harrison Jr. has even tried to leverage Fanatics by refusing to cooperate with Fanatics' business partners.

13. Harrison Jr. has thus denied, repudiated, and materially breached his Agreement with Fanatics.

14. Fanatics has attempted repeatedly and in good faith to communicate with Harrison Jr. to try to continue the partnership the parties formed. Unfortunately, Harrison Jr. has refused and repudiated his obligations.

15. Fanatics has incurred, and stands to incur, serious harm as a result of Harrison Jr.'s actions. Fanatics therefore turns to this Court to seek relief, enforce its rights, and obtain damages to remedy Defendants' harm.

THE PARTIES

16. Plaintiff Fanatics Collectibles AC, Inc. is a Delaware corporation with its principal place of business in New York, New York.

17. Defendant Marvin Harrison Jr. is a natural person, who, on information and belief, is domiciled and resides in Pennsylvania.

18. Defendant The Official Harrison Collection LLC is a Pennsylvania company headquartered in Philadelphia, Pennsylvania.

JURISDICTION AND VENUE

19. This Court has jurisdiction over this action, pursuant to Section 202.70 of the Rules of the Commercial Division of the New York Supreme Court, because the amount in controversy, exclusive of interests, costs, disbursements, and counsel fees, exceeds \$500,000.

20. This Court may exercise personal jurisdiction over Defendants pursuant to CPLR § 302(a)(1) because this action arises from Defendants' transaction to supply goods or services in the state. This Court may further exercise personal jurisdiction over Harrison Jr. pursuant to CPLR § 302(a)(3) because he committed a tortious act that harmed Fanatics in New York and because he (i) regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in the state, and/or (ii) expected or reasonably should have expected the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

21. Venue is proper in this Court under CPLR § 503 because Fanatics' principal place of business is in New York, New York and a substantial part of the events giving rise to these claims occurred here.

FACTS

A. Fanatics' Sports Trading Card Partnerships with Athletes

22. Over the last decade, Fanatics has built its reputation as a world-class organization and trusted licensee for athletes, players' associations, sports leagues, and teams alike. Fanatics has become a fan favorite and the partner of choice to develop, manufacture, and distribute officially-licensed sports products.

23. Trading cards are one of the pillars of Fanatics' licensing business. To grow its sports trading card business, Fanatics has established and developed partnerships with athletes, players' associations, sports leagues, and teams to develop top-of-the-line sports trading cards that capture the excitement of sports.

24. Individual autograph agreements are part of the value Fanatics brings to its athlete partners. Autographs are a core component of sports trading cards' value. The simple act of a star

athlete signing a card can increase its uniqueness and rarity, and it can exponentially increase its value to fans.

25. Fanatics' unique blend of innovation and commitment to its partnerships has earned it the trust of many of the top athletes in the world. Indeed, in the past two years, Fanatics has formed licensing partnerships with many of the top-rated and highest-drafted athletes in the NFL, NBA, and MLB.

26. Consequently, Fanatics has formed partnerships with over 3,000 athletes, many of whom only recently began their professional career. In fact, in just the last two years of the NFL, NBA, and MLB drafts, Fanatics has created partnerships with hundreds of the top athletes selected.

27. Once formed, these partnerships have benefited the athletes, Fanatics, and, especially, the fans.

28. Fanatics' elite athlete partners have been uniformly pleased with their relationship with Fanatics. As their professional careers have developed, the benefits of partnering with Fanatics have only grown.

29. It is not surprising, therefore, that the numerous relationships Fanatics has with athletes, including top NFL draft picks, are all thriving. Indeed, no athlete—other than Harrison Jr.—has ever repudiated their deal with Fanatics. And no athlete has ever risked hurting the fans to try to leverage more money from Fanatics—other than Harrison Jr.

30. Thus, prior to this lawsuit, and despite years of contracting with hundreds of top athletes, Fanatics has never had to resort to the courts to enforce its rights against an athlete.

B. Harrison Jr.'s Agreements

31. In 2023, Fanatics entered into a number of multi-year [REDACTED] licensing arrangements with several top-tier student athletes, including many NFL prospects. This group

included Harrison Jr, who was at the time entering his junior season with The Ohio State University Buckeyes.

32. Initially, in March 2023, Fanatics entered into a limited Promotion and License Agreement with Harrison Jr. The Promotion and License Agreement was non-exclusive and for a short term, ending after one season, in April 2024—i.e., before Harrison Jr. could enter the NFL Draft.

33. Recognizing Harrison Jr.’s potentially bright future and the limitations of the Promotion and License Agreement, Fanatics approached Harrison Jr. and his representatives regarding a longer-term, more substantive, and [REDACTED] partnership.

34. Fanatics initiated these discussions around April 2023, and the parties heavily negotiated terms for a potential agreement for weeks. Throughout these negotiations, Harrison Jr. was assisted and represented by Harrison Sr.

35. On May 16, 2023, the parties finalized their agreement in the form of the Binding Term Sheet. Harrison Jr. signed his Agreement on May 16, 2023. Fanatics signed two days later, on May 18, 2023.

36. Harrison Jr.’s Agreement with Fanatics is binding upon both parties:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

37. The Binding Term Sheet was structured to [REDACTED]

[REDACTED]

38. The financial benefits to Harrison Jr. during the term of the Agreement are significant. In return for his commitments, the Agreement provides Harrison Jr. with [REDACTED]. [REDACTED]. In addition, Harrison Jr. had the opportunity to [REDACTED]. [REDACTED]. [REDACTED].

39. In exchange for these [REDACTED]. [REDACTED].

40. The Binding Term Sheet also contains [REDACTED]. Fanatics obtains [REDACTED]. [REDACTED]. [REDACTED]. [REDACTED]. [REDACTED]. [REDACTED].

41. The parties also agreed to maintain the confidentiality of the Binding Term Sheet, and agreed [REDACTED]. [REDACTED]. [REDACTED].

[REDACTED]. The parties also agreed that [REDACTED]. [REDACTED]. [REDACTED].

C. Harrison Jr. Refuses to Honor His Contract

42. After Harrison Jr. and Fanatics executed the Binding Term Sheet in May 2023, Fanatics made payments to Harrison Jr. over the next few months, including in both August and October 2023.

43. Unfortunately, while Fanatics was committed to the partnership, the same could not be said of Harrison Jr.

44. Harrison Jr. has refused to fulfill his obligations. Over the past few months, Fanatics has made several requests that Harrison Jr. perform his obligations under the Agreement, including by [REDACTED]. But Harrison Jr. has rejected or ignored every request.

45. Worse, Harrison Jr. has publicly rejected the existence of the Binding Term Sheet, as well as its binding nature.

46. On April 23, 2024, two days before the NFL Draft, Harrison Sr. requested from Fanatics a copy of the Binding Term Sheet on his son's behalf. When Fanatics provided it and asked for a call, Harrison Sr. replied that "we" do not have a deal with Fanatics.

47. Fanatics followed up through email, reiterating that the Agreement is binding, and that Fanatics was unwilling to re-trade the deal. Harrison Jr.'s camp did not respond.

48. Fanatics next arranged a call with Harrison Jr.'s lawyer in an attempt to reach an amicable resolution. Harrison Jr. refused to budge.

49. Fanatics still conveyed that it was willing to be a good partner and find a solution, but to no avail.

50. Instead of honoring his Agreement, Harrison Jr. asserted that Fanatics' competitors had made competing offers to induce Harrison Jr. to leave Fanatics. Harrison Jr. then demanded Fanatics match these deals to keep its partnership. When Fanatics asked to see these offers to verify them, Harrison Jr. refused.

51. Upon information and belief, a smaller competitor of Fanatics was told by Harrison Jr. that a larger competitor of Fanatics had made him an offer, despite Harrison Jr.'s [REDACTED] Agreement with Fanatics.

52. Harrison Jr. next tried to publicly pressure Fanatics.

53. On May 1, 2024, sports analyst Pat McAfee reported during his live show on ESPN that he had talked to Harrison Jr.'s camp, which informed him that Harrison Jr.'s announced refusal to enter into the NFLPA Licensing Program “was not about the NFLPA” and that he “will be a part of the NFLPA when the time comes.”¹ Instead, McAfee reported that—according to Harrison Jr.'s camp—he never agreed to a trading card deal with Fanatics and had told Fanatics when it approached him, “we’re not taking that deal, we’re not signing that deal.” Despite the inaccuracies, Harrison Jr. confirmed McAfee’s account by reposting McAfee’s tweet, which contained McAfee’s video and McAfee’s statement that “[w]e have heard from source(s) inside the Marvin Harrison Jr. Camp... This isn’t about the NFLPA² & he’ll be part of it when the time comes... This all revolves around a potential beef with Fanatics from an offer that was made when he was a sophomore in College[.]”³

¹ *McAfee breaks down what is going on with Marcin Harrison Jr., NFLPA*, ESPN (May 1, 2024) https://www.espn.com/video/clip/_/id/40063809.

² To be clear, the NFLPA deal has nothing to do with Harrison Jr.'s obligations to Fanatics under the Binding Term Sheet. The only connection is Harrison Jr.'s attempt to pressure one of Fanatics' partners.

³ Marvin Harrison Jr. (MarvHarrisonJr), X (May 1, 2024), <https://twitter.com/MarvHarrisonJr>.



54. All of this was an attempt to mislead the public. Harrison Jr. did accept Fanatics’ offer—he entered into and signed the Binding Term Sheet.

D. Harrison Refuses to Resolve the Dispute

55. Despite Fanatics’ ██████████ commitment to Harrison Jr., Harrison Jr. continues to refuse to honor his obligations.

56. Since it first heard of Harrison Jr.’s wrongful repudiation of the Agreement until the date of this filing, Fanatics has attempted to resolve this dispute in good faith, but without success. Indeed, multiple individuals at Fanatics have tried, both directly and indirectly, repeatedly

to resolve this matter. Despite communicating with several members of Harrison Jr.’s camp, Harrison Jr. continues to refuse his contractual obligations.

57. Harrison Jr. continues to demand compensation well in excess of his Agreement.

58. On information and belief, Harrison Jr. [REDACTED]

[REDACTED]

59. To date, Harrison Jr. has not changed his position regarding the existence or enforceability of the Binding Term Sheet. Nor has he attempted to correct his misrepresentations to the public.

60. Harrison Jr. continues to refuse [REDACTED]

[REDACTED] required under the Binding Term Sheet.

61. Having been unable to reach a resolution by engaging in good faith with Harrison Jr., Fanatics must now turn to the Court for relief, including but not limited to, (i) enforcement of Fanatics’ [REDACTED], (ii) delivery of Harrison Jr.’s [REDACTED], (iii) damages for Defendants’ harm, and (iv) any other relief the Court deems proper.

COUNT 1: Breach of Contract

62. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Complaint.

63. The Binding Term Sheet is an enforceable contract, knowingly and freely entered into and supported by adequate consideration.

64. The Binding Term Sheet obligates Harrison Jr. to [REDACTED]

[REDACTED]

65. The Binding Term Sheet also obligates [REDACTED]

[REDACTED]

66. In addition, the Binding Term Sheet contains a confidentiality clause, stating that

[REDACTED]

67. Fanatics never provided consent for Harrison Jr. to disclose [REDACTED] regarding the Binding Term Sheet.

68. Harrison Jr. nevertheless publicly disclosed confidential information regarding the Binding Term Sheet, including, on information and belief, to ESPN.

69. Harrison Jr. further violated the confidentiality provision by reposting, and thus confirming to the public, ESPN's story of Harrison Jr.'s own misleading account of the Binding Term Sheet, which included confidential information regarding its terms.

70. Harrison Jr. is individually liable under the Binding Term Sheet. At all times, the parties understood that Harrison Jr. would be personally responsible for performing his obligations under the Binding Term Sheet.

71. Among other things, Harrison Jr. personally signed the Binding Term Sheet, and in doing so represented that [REDACTED]

[REDACTED]

[REDACTED] Further, on information and belief, Harrison Collection is the alter ego/agent of Harrison Jr. and had no ability to act independently of his direction or control.

72. Harrison Jr.'s and Harrison Collection's material breaches of the Binding Term Sheet have harmed and continue to harm Fanatics.

73. Fanatics accordingly seeks a judgment finding Harrison Jr. and Harrison Collection in breach of the Binding Term Sheet and an award of equitable and monetary relief, including but not limited to, (i) enforcement of Fanatics' [REDACTED], (ii) delivery of Harrison Jr.'s [REDACTED], (iii) damages for Defendants' harm, and (iv) any other relief the Court deems proper.

COUNT 2: Anticipatory Repudiation

74. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Complaint.

75. The Binding Term Sheet obligates Harrison Jr. to [REDACTED]

76. The Binding Term Sheet also obligates Harrison Jr. to [REDACTED]

77. Harrison Jr., individually and/or through his representation, has made his refusal to perform his obligations under the Binding Term Sheet's provisions clear (and public), including by repeatedly insisting that there is no agreement, or that he is not bound.

78. Harrison Jr. has additionally refused to [REDACTED]

79. Harrison Jr. has further relayed that he has already begun negotiating competing agreements with other collectible or sports trading card companies.

80. Harrison Jr. is individually liable under the Binding Term Sheet. At all times, the parties understood that Harrison Jr. would be personally responsible for performing his obligations under the Binding Term Sheet.

81. Among other things, he personally signed the Binding Term Sheet, and in doing so represented that [REDACTED]

[REDACTED]

[REDACTED] Further, on information and belief, Harrison Collection is the alter ego/agent of Harrison Jr. and had no ability to act independently of his direction or control.

82. Harrison Jr.’s statements and conduct constitute a clear and unequivocal message that his obligations under the Binding Term Sheet will not be performed.

83. Fanatics has been harmed and continues to be harmed by Harrison Jr.’s statements and conduct.

84. Fanatics accordingly seeks a judgment finding Defendants anticipatorily repudiated the Binding Term Sheet and an award of equitable and monetary relief, including but not limited to, (i) [REDACTED], (ii) delivery of Harrison Jr.’s [REDACTED], (iii) damages for Defendants’ harm, and (iv) any other relief the Court deems proper.

COUNT 3: Tortious Interference
(Against Defendant Marvin Harrison Jr.)

85. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Complaint.

86. Harrison Jr. knew of the existence of the Binding Term Sheet.

87. Harrison Jr. tortiously interfered with Fanatics’ Agreement with the Harrison Collection by causing its breach and/or rejection of its obligations under the Binding Term Sheet.

88. Fanatics has been harmed and continues to be harmed as a result of Harrison Jr.'s tortious interference with Fanatics' contract.

89. Fanatics therefore seeks a judgment finding Harrison Jr. liable for tortious interference with Fanatics' contract and an award of equitable and monetary relief.

COUNT 4: Declaratory Judgement

90. Fanatics realleges and incorporates by reference the allegations of every paragraph of this Complaint.

91. The Binding Term Sheet is a binding contract. Indeed, it specifically states in the second sentence that [REDACTED]

[REDACTED] and the Binding Term Sheet goes on in the first paragraph to emphasize that it [REDACTED]

[REDACTED] It further notes that it [REDACTED]

[REDACTED]

92. The Binding Term Sheet contains and defines all material terms, including the [REDACTED]

[REDACTED]

[REDACTED]

93. Defendants nevertheless refuse to acknowledge the Binding Term Sheet as binding or comply with its terms.

94. Fanatics therefore requests a declaratory judgment that the Binding Term Sheet is binding on Fanatics and Defendants, and that the parties are required to perform their respective obligations as outlined therein.

DEMAND FOR JURY TRIAL

95. Fanatics hereby respectfully requests trial by jury on any and all issues so triable.

PRAYER FOR RELIEF

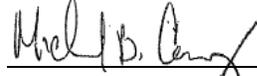
96. Wherefore, Fanatics respectfully seeks the following relief:

- i. actual damages, consequential damages, punitive damages, and any such other relief available under the causes of action stated here in an amount to be determined at trial but estimated to be millions of dollars;
- ii. equitable relief, including but not limited to, an order compelling Harrison Jr. and Harrison Collection to fulfill their obligations under the Binding Term Sheet and enforcing Fanatics' rights thereunder, including ;
- iii. a declaration that the Binding Term Sheet is a binding and enforceable agreement;
- iv. the costs of bringing this suit, including reasonable attorneys' fees;
- v. and such other, further, and different relief as to the Court appears just and proper.

DATED: May 18, 2024

Respectfully submitted,

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