

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF NORTH CAROLINA

Civil Action No.: 1:19-cv-00593-LCB-JLW

ZION WILLIAMSON,

Plaintiff/Counter-Defendant

v.

PRIME SPORTS MARKETING,  
LLC, and GINA FORD,

Defendants/Counter-Plaintiffs.

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**DEFENDANTS' MOTION TO SUBSTITUTE NEW PROPOSED  
AMENDED ANSWER, AMENDED AFFIRMATIVE DEFENSES AND  
AMENDED COUNTERCLAIMS IN PENDING MOTION  
FOR LEAVE TO AMEND**

Defendants, Prime Sports Marketing, LLC and Gina Ford, by and through counsel, pursuant to Rule 15(a) of the Federal Rules of Civil Procedure, hereby file their motion to substitute a new proposed Amended Answer, Amended Affirmative Defenses and Amended Counterclaims in their pending motion for leave to amend, and, as grounds therefor, state as follows:

Recent filings in *Bowen vs. Adidas, et al.*, Case No. 18-CV3118, pending in United States District Court, District of South Carolina, have revealed new evidence that, prior to his enrollment at Duke University, Williamson and/or his family received improper monies and/or improper benefits from an Adidas representative named Chris Rivers. These discovery documents identify a series of

payments made between November of 2016 through September of 2017 by Chris Rivers to Zion Williamson's stepfather Lee Anderson on Zion Williamson's behalf. (Exhibit 1)

They also document the provision of personal security services to Williamson during his high school games, as well as purchases of airfare for Williamson's family members. (Exhibit 2) All of these payments constitute improper benefits that rendered Williamson ineligible as a "student-athlete" under NCAA rules. They serve as an additional basis for this Court to determine that Williamson was not entitled to the protections of the UAAA, as he did not meet the definition of a "student-athlete" when he executed his contract with Defendants.

Defendants' motion for leave to amend their Answer, Affirmative Defenses and Counterclaims is currently pending before the Court. (DE 53, 54) Because this Court has yet to rule on the motion, Defendants wish to include these new allegations of newly discovered improper benefits in the proposed Amended Answer, Affirmative Defenses and Counterclaims, with attached Exhibits, before the Court. Accordingly, Defendants seek to substitute the attached proposed Amended Answer, Affirmative Defenses and Counterclaims for the previously filed version, and ask that if the Court grants the motion for leave to amend, that the attached Amended Answer, Affirmative Defenses and Counterclaims, with attached Exhibits, attached hereto and submitted herein become the operative

Amended Answer, Affirmative Defenses and Counterclaims. (Exhibit 3)

Plaintiff will not be prejudiced by this substitution because these allegations of improper benefits are in addition to the improper benefits that have already been alleged in the existing proposed Amended Answer, Affirmative Defenses and Counterclaims. Further, the proposed additions herein do not add any new legal issues into the case. Either all of the improper benefits are relevant to the question of Williamson's entitlement to protections under the UAAA, or none of them are. There is no basis to consider some of the allegations while excluding others.

WHEREFORE, for the reasons set forth above, Defendants respectfully request this Court substitute the attached proposed Amended Answer, Affirmative Defenses and Counterclaims with Exhibits into Defendants' Motion for Leave to Amend (De 53, 54) and consider it when ruling on the motion.

DATED this 11th day of May 2021.

Respectfully submitted,

/s/ Willie E. Gary

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\*Local Rule 83.1(d) Special Appearance

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1. The within Memorandum of Law was prepared on a computer and has a total word count, as per the computer, of 490 words not including, pursuant to Local Rule 7.3, any words contained in the Memorandum of Law covers/blueback, captions and/or any signature blocks.

Dated: May 11, 2021

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WILLIE E. GARY, ESQ.\*

/s/ Alvin L. Pittman  
ALVIN L. PITTMAN, ESQ. (N.C. Bar No. 8460)

/s/ Stephen L. Drummond  
STEPHEN L. DRUMMOND\*

/s/ JoAnn Squillace  
JOANN SQUILLACE\*  
*\*Local Rule 83.1(d) Special Appearance*