

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

TERRELL OWENS,

Plaintiff,

-vs.-

ATLANTA PEACH MOVERS, INC.,

Defendant.

Civil Action No.

(JURY TRIAL DEMANDED)

COMPLAINT

Plaintiff Terrell Owens (“Mr. Owens”) hereby respectfully submits this Complaint against Defendant Atlanta Peach Movers, Inc. (the “Defendant”). In support, Mr. Owens alleges as follows:

NATURE OF THE ACTION

1. Mr. Owens brings this action for legal relief due to Defendant’s tortious misconduct, breaches of contract, and violations of the laws of the State of Georgia committed through Defendant’s improper, unlawful, and secretive sale of Mr. Owens’ priceless and irreplaceable collection of football memorabilia and other property.

2. Mr. Owens is a former American football player and is widely regarded as one of the best wide receivers in the history of the National Football League (the “NFL”). Mr. Owens had a storied NFL career spanning sixteen seasons, during which he played for the: (i) San Francisco 49ers; (ii) Philadelphia Eagles; (iii) Dallas Cowboys; (iv) Buffalo Bills; (v) Cincinnati Bengals; and (vi) Seattle Seahawks. Mr. Owens was a six-time Pro Bowl selection and a five-time All-Pro selection. Mr. Owens received a variety of awards and accolades and holds numerous NFL records, including ranking third amongst all NFL players in receiving yards (15,934) and receiving touchdowns (153). As a result of his legendary accomplishments on the gridiron, Mr. Owens was inducted into the NFL Hall of Fame in 2018.

3. Throughout his collegiate and professional football career, Mr. Owens received and collected countless items of football memorabilia. Those items include, but are not limited to: (i) game and practice uniforms, pads, helmets, and other equipment worn by Mr. Owens at both the collegiate and professional level; (ii) uniforms and other football equipment and apparel worn by Mr. Owens’ teammates and competitors; (iii) awards, plaques, and trophies; (iv) artwork and photographs; (v) autographed memorabilia, including, photographs, uniforms, shoes, and other rare football-related items; (vi) one of a kind and prototype shoes developed by Nike and other shoe manufacturers exclusively for Mr. Owens; and

(vii) unique and custom-designed statues and busts of Mr. Owens. Virtually all of the foregoing items are unique, irreplaceable, and priceless.

4. Photographs depicting a small fraction of Mr. Owens' collection of football memorabilia that were unlawfully stolen and sold by Defendant are set forth below:



5. Mr. Owens' football career and the awards, accolades, and memorabilia he received and collected while playing collegiate and professional football are not only pertinent to this lawsuit—indeed they are at the heart of Mr. Owens' claims.

6. Mr. Owens stored these items at Defendant's storage facility with the understanding and agreement that Defendant would maintain them in safekeeping for Mr. Owens. Defendant, however, stole Mr. Owens' irreplaceable collection of football memorabilia and secretly sold it at auction without Mr. Owens' knowledge or consent.

7. Defendant concealed its theft and unlawful sale of Mr. Owens' property through a deliberate pattern of fraud and deception spanning several years.

8. First, to deceive Mr. Owens into believing that Defendant had returned Mr. Owens' collection of football memorabilia to him and to ensure that Mr. Owens did not suspect that Defendant remained in possession of Mr. Owens' property, Defendant fraudulently represented that all of Mr. Owens' property had been returned to him and that none of Mr. Owens' property remained at Defendant's storage facility.

9. Second, Defendant fraudulently concealed its intent to auction Mr. Owens' property by intentionally failing to provide Mr. Owens with prior written notice of the auction.

10. Third, after Mr. Owens' property was sold at auction, Defendant further concealed its misconduct by failing to provide Mr. Owens with an accounting of the items sold at auction and the application of the sale proceeds to any alleged arrearage owed by Mr. Owens to Defendant.

11. Lastly, after Mr. Owens' discovered Defendant's misconduct, Defendant further attempted to conceal its unlawful sale of Mr. Owens' property and shield itself from liability by refusing to provide Mr. Owens with any documents related to the sale of Mr. Owens' property, despite Mr. Owens' repeated demands..

12. Recently, legal counsel for Mr. Owens contacted Defendant and requested documents and information regarding Mr. Owens' account with Defendant and the sale of Mr. Owens' property at auction. Despite admitting that Defendant possessed the requested documents and communications, Defendant has steadfastly refused to produce any documents or information to Mr. Owens, claiming that it will not produce any documents and communications that could: (i) serve as evidence that Defendant improperly sold Mr. Owens' property at auction; or (ii) enable Mr. Owens to commence a lawsuit against Defendant.

13. Accordingly, Mr. Owens has been forced to commence this action to recover monetary and punitive damages, attorneys' fees and costs, and other relief as a result of Defendant's breaches of contract, tortious misconduct, fraudulent

misrepresentations and omissions, and breaches of the Georgia Self-Storage Facilities Act (O.C.G.A. § 10-4-210, *et seq.*)

PARTIES

14. Mr. Owens is an individual who resides in and is a citizen of the State of California.

15. Defendant Atlanta Peach Movers, Inc. is a corporation organized and existing under the laws of the State of Georgia with its principal place of business located at 2911 Northeast Parkway, Doraville, Georgia. Defendant may be served with process through its registered agent, Briskin, Cross & Sanford, LLC, 1001 Cambridge Square, Suite D, Alpharetta, Georgia 30009.

JURISDICTION AND VENUE

16. Pursuant to 28 U.S.C. § 1332, the Court has original jurisdiction over this matter, as there is complete diversity of citizenship between the parties, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

17. This Court has personal jurisdiction over Defendant because Defendant is a corporation duly organized and existing under the laws of the State of Georgia that continuously transacts business within the State of Georgia, including, but not limited to, contracting to supply goods or services within the State of Georgia, and engaging in tortious acts within the State of Georgia.

18. Pursuant to 28 U.S.C. § 1391(b)(1) and (2), venue is proper in the Northern District of Georgia, as Defendant's principal place of business is located in this judicial district, and the events giving rise to Mr. Owens' claims occurred in this judicial district.

FACTUAL BACKGROUND

19. Prior to the commencement of this lawsuit, Mr. Owens and Defendant entered into an agreement whereby Defendant agreed to lease a self-storage unit to Mr. Owens and safeguard the personal property stored by Mr. Owens at Defendant's storage facility (the "Storage Agreement").

20. In addition to his collection of football memorabilia, Mr. Owens also stored other items of personal property in several storage units at Defendant's storage facility, including: (i) furniture; (ii) household goods; (iii) clothing; and (iv) art work.

21. In the Spring of 2014, Mr. Owens removed what he believed to be the entirety of his property stored at Defendant's storage facility.

22. Thereafter, on July 11, 2014, Mr. Owens, by and through his manager and agent, inquired in writing as to the status of Mr. Owens' account with Defendant and whether any arrearage or other amounts were owed by Mr. Owens to Defendant.

A true and correct copy of the July 11, 2014 communication is attached hereto as Exhibit A.

23. On July 14, 2014, Defendant responded to Mr. Owens' inquiry and represented that no arrearage or other outstanding amounts were owed by Mr. Owens and that Mr. Owens' account was paid-in-full. Defendant further represented that all of Mr. Owens' property had been returned to Mr. Owens and that none of Mr. Owens' property remained in storage at Defendant's storage facility. A true and correct copy of the July 14, 2014 communication is attached as Exhibit B.

24. We now know Defendant's representations were false and deceptive, and that Defendant unlawfully retained and sold Mr. Owens' collection of football memorabilia without Mr. Owens' knowledge or consent.

25. Indeed, nearly five years later, in March of 2019, Mr. Owens learned for the first time that Defendant sold at auction Mr. Owens' priceless and irreplaceable collection of football memorabilia.

26. Mr. Owens was never notified by Defendant that his most valuable, treasured, and irreplaceable possessions were sold at auction. Instead, Mr. Owens was first made aware that his property was sold at auction by a popular news-media outlet that contacted Mr. Owens for comment on a story to be published regarding the sale of Mr. Owens' collection of football memorabilia.

27. Shortly thereafter, legal counsel for Mr. Owens requested that Defendant provide Mr. Owens with documents and communications related to Mr. Owens' account with Defendant and the sale of Mr. Owens' property at auction. This request was memorialized in a written communication dated April 10, 2019, a true and correct copy of which is attached hereto as Exhibit C.

28. In response to Mr. Owens' request, Defendant's comptroller, David Oso, represented that he had the requested documents and communications in his possession and would provide those documents and communications to Mr. Owens by the following day, April 11, 2019.

29. Defendant, however, never produced any documents to Mr. Owens by the agreed upon April 11, 2019 deadline. Instead, on the evening of April 10, 2019, legal counsel for Mr. Owens was contacted via telephone by Orlando Lynch, Defendant's president and chief-executive-officer. During that conversation, Mr. Lynch stated that because Mr. Owens was claiming that he did not receive written notice from Defendant prior to the auction of his property, Defendant would not be producing any documents to Mr. Owens. Mr. Lynch further stated that he would not produce any documents to Mr. Owens that evidenced Defendant's wrongdoing or that would enable Mr. Owens to commence a lawsuit against Defendant.

30. Thereafter, Mr. Owens repeatedly contacted Defendant in an effort to obtain the previously requested documents and communications related to Mr. Owens' account with Defendant and the sale of Mr. Owens' property at auction.

31. In total, Mr. Owens has requested and demanded on five separate occasions that Defendant provide him with documents and communications related to Mr. Owens' account with Defendant and the sale of Mr. Owens' property at auction.

32. Despite Mr. Owens' repeated requests and demands, Defendant has steadfastly failed and refused to provide any of the requested documents to Mr. Owens. A letter memorializing Mr. Owens' repeated requests was delivered to Defendant on April 22, 2019. A true and correct copy of the April 22, 2019 letter is attached hereto as Exhibit D.

COUNT I
(Conversion/Trover)

33. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 32 above.

34. Mr. Owens is the rightful owner of the property to which Defendant improperly and unlawfully took possession and sold at auction.

35. Defendant unlawfully took possession of Mr. Owens' property without obtaining Mr. Owens' consent.

36. Defendant is obligated to return to Mr. Owens the property which it unlawfully took and retained possession.

37. Despite repeated demands, Defendant has failed and refused to return to Mr. Owens the property of which it unlawfully took possession and sold at auction.

38. By taking and refusing to return the property to Mr. Owens, even after multiple demands from Mr. Owens, Defendant has intentionally and wrongfully asserted ownership and exercised dominion and control over such property of Mr. Owens, which is detrimental to Mr. Owens' rights as the owner of that property.

39. As a direct and proximate result of Defendant's conversion of Mr. Owens' property, Mr. Owens has suffered immediate and irreparable injury and damages in an amount to be proven at trial.

40. Defendant's conversion of Mr. Owens' property shows willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences. Accordingly, Mr. Owens is entitled to an award of punitive damages.

COUNT II
(Fraud)

41. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 40 above.

42. Defendant made material misrepresentations and omissions of fact in an effort to conceal its improper and unlawful theft and sale of Mr. Owens' property.

43. Defendant made these fraudulent representations and material omissions of fact with scienter.

44. At the time Defendant made these fraudulent representations and material omissions, Defendant knew that they were false and misleading. Or, at the very least, Defendant made fraudulent representations and material omissions with a reckless disregard for the truth.

45. Defendant deliberately made false representations and material omissions of fact to Mr. Owens in bad faith and with the intent of defrauding and deceiving Mr. Owens to believe that they were true.

46. Defendant made material misrepresentations and omissions of fact in an effort to conceal its improper and unlawful theft and sale of Mr. Owens' property. More specifically, on July 14, 2014, Defendant fraudulently represented to Mr. Owens that all of Mr. Owens' property had been returned to Mr. Owens, and that none of Mr. Owens' property remained in storage at Defendant's storage facility.

47. If Mr. Owens had been aware of the fact that Defendant continued to possess Mr. Owens' collection of football memorabilia and other property, Mr. Owens would have taken steps to ensure those items were returned to Mr. Owens and not sold at auction.

48. To the extent Defendant sold Mr. Owens' property at auction as the result of an alleged arrearage or outstanding balance owed by Mr. Owens, Defendant fraudulently represented to Mr. Owens on July 14, 2014, that Mr. Owens' account with Defendant was paid-in-full and that no arrearage or outstanding balance existed. Based upon this representation, Mr. Owens reasonably believed that his collection of football memorabilia and other property would not—and indeed could not—be lawfully sold at auction by Defendant.

49. If Mr. Owens had been aware of the fact that an arrearage or outstanding balance was owed on his account, Mr. Owens would have: (i) cured the arrearage or outstanding balance; and (ii) taken steps to ensure that his collection of football memorabilia and other property was not sold at auction.

50. Prior to the auction of Mr. Owens' property, Defendant fraudulently concealed the existence of the auction by failing to provide Mr. Owens with statutorily required written notice of the auction.

51. Prior to the auction, Defendant also concealed the date, time, and location of the auction to Mr. Owens. Defendant was duty bound to disclose this information to Mr. Owens pursuant to the Self-Storage Act.

52. Thus, Defendant's actions prohibited Mr. Owens from recovering and securing his personal property. If Mr. Owens had been aware of Defendant's intent to sell his collection of football memorabilia and other property at auction, Mr. Owens would have taken steps to recover and ensure the safekeeping of his collection of football memorabilia and other property.

53. After Mr. Owens' property was sold at auction, Defendant further concealed its misconduct by failing to: (i) inform Mr. Owens of the auction; and (ii) provide Mr. Owens with an accounting of the items sold at auction.

54. If Defendant had notified Mr. Owens that his collection of football memorabilia and other property had been sold at auction immediately after the auction occurred, as required by the Self-Storage Act and the Storage Agreement, Mr. Owens would have contacted the individuals who purchased Mr. Owens' property at auction and attempted to recover his collection of football memorabilia and other property. However, as a result of Defendant's fraudulent concealment, Mr. Owens did not discover that his priceless and irreplaceable collection of football memorabilia and other property was sold at auction until approximately one year

after the conclusion of the auction. As a result, it is virtually impossible for Mr. Owens to recover his collection of football memorabilia and other property because, the majority of that property has since changed hands several times through a series of post-auction sales involving the individuals who purchased Mr. Owens' property at auction.

55. The material misrepresentations and omissions of fact made by Defendant are sufficient to cause a reasonable person to believe that his or her possessions were secure and would not be sold at auction.

56. Defendant had knowledge of the falsity of its representations made to Mr. Owens, or alternatively, there lacks a sufficient basis for determining the veracity of Defendant's representations to Mr. Owens, and Defendant's intent to deceive can be inferred from and implied by the facts.

57. Defendant intended to induce reliance or negligently induced reliance on the part of Mr. Owens by and through its July 14, 2014 written correspondence and other fraudulent representations and omissions alleged herein.

58. Defendant caused Mr. Owens to reasonably rely on its fraudulent representations and omissions, thereby inducing Mr. Owens to act in justifiable reliance thereon.

59. Mr. Owens has suffered damages in an amount to be proven at trial as a result of Defendant's fraudulent misrepresentations and omissions of fact and the resulting concealed sale of Mr. Owens' collection of football memorabilia and other property at auction.

60. Defendant's fraudulent representations and omissions show willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences. Accordingly, Mr. Owens is entitled to an award of punitive damages.

COUNT III
(Breach of Contract)

61. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 60 above.

62. Prior to the commencement of this lawsuit, Mr. Owens and Defendant entered into the Storage Agreement whereby Defendant agreed to lease a self-storage unit to Mr. Owens and safeguard the personal property stored by Mr. Owens at Defendant's storage facility.¹

¹ The undersigned counsel has requested on five separate occasions that Defendant provide Mr. Owens with a copy of the parties' Storage Agreement. Despite these numerous and repeated demands, Defendant has steadfastly failed and refused to provide Mr. Owens with a copy of the Storage Agreement and all other documents

63. Defendant breached the Storage Agreement by failing to provide Mr. Owens with prior written notice of its intent to sell Mr. Owens' property at auction.

64. Defendant breached the Storage Agreement by failing to provide Mr. Owens with notice of any alleged default and opportunity to cure such default.

65. Defendant breached the Storage Agreement by failing to properly store and safe keep Mr. Owens' property.

66. Defendant further breached the Storage Agreement by improperly and unlawfully selling Mr. Owens' priceless and irreplaceable collection of football memorabilia and other property at auction when Mr. Owens' account with Defendant was paid-in-full and no outstanding balance or arrearage existed at the time of the auction.

67. Mr. Owens fully performed all obligations owed under the Storage Agreement.

68. Mr. Owens has suffered damages as a direct and proximate result of Defendant's breaches of the Storage Agreement in an amount to be proven at trial.

related to Mr. Owens' account with Defendant. As such, Mr. Owens is unable to attach a copy of the Storage Agreement as an exhibit to this Complaint.

COUNT IV
(Violations of the Georgia Self-Storage Act)

69. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 68 above.

70. As a self-storage facility located within the State of Georgia, Defendant is subject to O.C.G.A. § 10-4-210, *et seq.*, otherwise known as the Georgia Self-Service Storage Facilities Act (the “Self-Storage Act”).

71. Through the conduct alleged herein, Defendant violated numerous provisions of the Self-Storage Act.

72. Pursuant to O.C.G.A. § 10-4-213, Defendant could only auction Mr. Owens’ property if Mr. Owens had defaulted on the amounts owed to Defendant under the Storage Agreement and failed to cure such default.

73. On July 14, 2014, and more recently on April 10, 2019, Defendant admitted that Mr. Owens’ account with Defendant was paid-in-full and that no arrearage or outstanding balance was owed before or after the auction.

74. Accordingly, Defendant violated O.C.G.A. § 10-4-213 by selling at auction Mr. Owens’ collection of football memorabilia and other property because Mr. Owens’ account was paid-in-full and no arrearage or outstanding balance was owed.

75. Alternatively, and to the extent an arrearage or outstanding balance was owed by Mr. Owens, pursuant to O.C.G.A. § 10-4-213, Defendant was required to provide Mr. Owens with prior written notice of its intent to sell Mr. Owens' property at auction.

76. Furthermore, O.C.G.A. § 10-4-213 required Defendant to provide Mr. Owens with fourteen days to cure any alleged arrearage or outstanding balance.

77. The notice specified by O.C.G.A. § 10-4-213 was required to include an itemized statement of the amounts allegedly owed by Mr. Owens to Defendant.

78. Defendant violated O.C.G.A. § 10-4-213 by failing to provide Mr. Owens with prior written notice of its intent to sell Mr. Owens' property at auction.

79. Defendant further violated O.C.G.A. § 10-4-213 by failing to provide Mr. Owens with the statutorily required fourteen-day cure period.

80. Upon the expiration of the cure period, Defendant was required to publish notice of the auction in the legal organ for the county where Defendant's storage facility is located. Upon information and belief, Defendant violated this provision of the Self-Storage Act by failing to publish the required notification.

81. Defendant further violated the Self-Storage Act by failing to sell Mr. Owens' property in a commercially reasonable manner.

82. Defendant's tortious conduct and violations of the Self-Storage Act were willful, wanton, and, egregious.

83. As a result of Defendant's misconduct and intentional breaches of the Self-Storage Act, Mr. Owens is entitled to recover from Defendant damages in the amount of the fair market value of the property belonging to Mr. Owens that was improperly and unlawfully sold by Defendant at auction. The fair market value of such property exceeds \$1,000,000.00, and will be proven at trial with more specificity.

84. Defendant's tortious misconduct and violation of the Self-Storage Act shows willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences. Accordingly, Mr. Owens is entitled to an award of punitive damages.

COUNT V
(Negligence)

85. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 84 above.

86. Defendant owed a duty of care to Mr. Owens to secure and safe keep the property stored by Mr. Owens at Defendant's storage facility.

87. Defendant owed a duty to Mr. Owens to properly and truthfully notify Mr. Owens in writing prior to any sale of Mr. Owens' property.

88. Defendant breached its duty by selling Mr. Owens' property at auction without providing prior proper and truthful notification to Mr. Owens.

89. Defendant breached its duty by selling Mr. Owens' property at auction without Mr. Owens' knowledge or consent.

90. Defendant's actions render it liable to Mr. Owens.

91. No action or omission by Mr. Owens caused or contributed to Mr. Owens' injuries.

92. Mr. Owens was not negligent in any manner.

93. Mr. Owens does not share responsibility for causing the improper and unlawful sale of Mr. Owens' property.

94. Defendant's actions directly and proximately caused Mr. Owens' injuries, as his injuries would not have occurred but for the improper sale of Mr. Owens' collection of football memorabilia and other property.

95. Mr. Owens has suffered severe emotional trauma and distress as a result of the theft and unlawful sale of his priceless and irreplaceable collection of football memorabilia.

96. Mr. Owens has suffered damages in an amount to be proven at trial as a result of Defendant's negligence which caused the loss of Mr. Owens' most valuable and irreplaceable personal possessions.

COUNT VI
(Negligence Per Se)

97. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 96 above.

98. Defendant owed a duty of care to Mr. Owens to secure and safe keep the property stored by Mr. Owens at Defendant's storage facility.

99. Defendant owed a duty to Mr. Owens to properly and truthfully notify Mr. Owens in writing prior to any sale of Mr. Owens' property.

100. Defendant breached its duty by selling Mr. Owens' property at auction without providing prior proper and truthful notification to Mr. Owens, in violation of the laws of the State of Georgia, including the Self-Storage Act, thereby demonstrating negligence *per se*.

101. Defendant breached its duty by selling Mr. Owens' property at auction without Mr. Owens' knowledge or consent.

102. Defendant also improperly and unlawfully sold Mr. Owens' property in violation of various laws of the State of Georgia, including but not limited to the Self-Storage Act, thereby demonstrating negligence *per se*.

103. Defendant's actions render it liable to Mr. Owens.

104. No action or omission by Mr. Owens caused or contributed to Mr. Owens' injuries.

105. Mr. Owens was not negligent in any manner.

106. Mr. Owens does not share responsibility for causing the improper and unlawful sale of Mr. Owens' property.

107. Defendant's actions directly and proximately caused Mr. Owens' injuries, as his injuries would not have occurred but for the improper sale of Mr. Owens' collection of football memorabilia and other property, in violation of various laws of the State of Georgia, including but not limited to the Self-Storage Act, thereby demonstrating negligence *per se*..

108. Mr. Owens has suffered severe emotional trauma and distress as a result of the theft and unlawful sale of his priceless and irreplaceable collection of football memorabilia.

109. Mr. Owens has suffered damages in an amount to be proven at trial as a result of Defendant's negligence which caused the loss of Mr. Owens' most valuable and irreplaceable personal possessions.

COUNT VII
(Breach of Bailment)

110. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 109 above.

111. A bailment arises where possession, but not ownership, of property is transferred from one party ("bailor") to another ("bailee"). Where a bailee has received a bailment from a bailor, a duty of care is owed.

112. Mr. Owens gave Defendant temporary control over and possession of his priceless and irreplaceable collection of football memorabilia and other property for the purpose of storage and safekeeping of such property and in exchange for payment from Mr. Owens for Defendant's services.

113. Mr. Owens, as bailor, delivered his priceless and irreplaceable collection of football memorabilia and other property to Defendant thereby creating a bailment.

114. Defendant, as bailee, had sole actual and physical possession of Mr. Owens' priceless and irreplaceable collection of football memorabilia and other property.

115. Defendant, as bailee, failed to properly care for Mr. Owens' property and is therefore liable for the damages incurred by Mr. Owens as a result of the loss of his priceless and irreplaceable collection of football memorabilia and other property.

116. Mr. Owens demanded that Defendant return Mr. Owens' priceless and irreplaceable collection of football memorabilia and other property.

117. Despite Mr. Owens' repeated requests and demands, Defendant failed and refuse to return to Mr. Owens' his priceless and irreplaceable collection of football memorabilia and other property.

118. During the period of bailment, Defendant, as bailee, owed Mr. Owens a duty of care to safeguard and secure Mr. Owens' property. As alleged herein, Defendant breached this duty by improperly and unlawfully selling Mr. Owens' priceless and irreplaceable collection of football memorabilia and other property without Mr. Owens' knowledge or consent.

119. Defendant breached the bailment by improperly and unlawfully taking possession of Mr. Owens' priceless and irreplaceable collection of football

memorabilia and other property and selling those items at auction without Mr. Owens' knowledge or consent.

120. Mr. Owens has suffered damages in an amount to be proven at trial as a result of Defendant's negligence which caused the loss of Mr. Owens' most valuable and irreplaceable personal possessions.

121. Defendant's tortious misconduct breaches of the bailment shows willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences. Accordingly, Mr. Owens is entitled to an award of punitive damages.

COUNT VIII
(O.C.G.A. § 13-6-11 Statutory Attorneys' Fees and Costs)

122. Mr. Owens incorporates herein and realleges, as if fully set forth in this Paragraph, the allegations of Paragraphs 1 through 121 above.

123. Defendant has been stubbornly litigious, has acted in bad faith, has put Plaintiff to unnecessary trouble and expense, and has otherwise violated the provisions of O.C.G.A. § 13-6-11.

124. Accordingly, Mr. Owens is entitled to recover from Defendant the costs and expenses of this litigation, including all reasonable attorneys' fees and costs, pursuant to O.C.G.A. § 13-6-11.

125. Defendant's tortious misconduct and violation of the bailment shows willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences. Accordingly, Mr. Owens is entitled to an award of punitive damages.

JURY DEMAND

Mr. Owens demands a trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Terrell Owens respectfully prays for the following relief:

- A. Judgment in favor of Mr. Owens and against Defendant on the claims asserted in this Complaint;
- B. An award of compensatory damages in favor of Mr. Owens on each count of this Complaint in an amount to be proven at trial;
- C. An award of punitive damages in favor of Mr. Owens;
- D. An award of attorneys' fees and other costs and expenses;
- E. An award of prejudgment and post-judgment interest; and
- F. That this Honorable Court grant such other, different, and additional relief as the Court deems just and proper.

This 14th day of June, 2019.

Respectfully submitted,

/s/ Matthew S. Johns

Matthew S. Johns

Georgia Bar No. 638236

BINGHAM GREENEBAUM DOLL LLP

2700 Market Tower

10 West Market Street

Indianapolis, IN 46204-4900

Telephone: (317) 968-5510

Facsimile: (317) 236-9907

E-mail: MJohns@bgdlegal.com

From: Heather Mesalam [mailto:heather@[eliteimg.com](mailto:heather@eliteimg.com)]
Sent: Friday, July 11, 2014 5:04 PM
To: Maxwell Morrison
Subject: Bill

Hi Maxwell,

Do we owe you guys any money for a remaining balance? Thanks!

Heather Mesalam
President
Elite Image, LLC
317.213.6725

heather@eliteimg.com
www.eliteimg.com
Twitter: @Eliteimg
facebook.com/eliteimg

On Jul 14, 2014, at 9:27 AM, Maxwell Morrison <mmorrison@atlpeachmovers.com> wrote:

Dear Heather,

No ma'am. You guys are all paid up. You paid us a pro-rated amount when you got the last few items out of storage that you wanted. If you have any other questions or concerns, Please do not hesitate to call or email me.

Thank you.

Maxwell Morrison
Accounts Receivable
Direct: 678-728-2303
Fax: 770-798-9559

From: Johns, Matthew S.
Sent: Wednesday, April 10, 2019 12:55 PM
To: 'doso@atlpeachmovers.com' <doso@atlpeachmovers.com>
Subject: Request for Documents -- Acct. No. S10779

David,

It was a pleasure speaking with you earlier this morning. I appreciate you taking time out of your day to talk to me.

Set forth under my signature block below are a series of e-mail communications between Mr. Owen's manager, Heather Mesalam, and various employees of Atlanta Peach Movers regarding Mr. Owen's account (Acct. No. S10779).

As I mentioned during our conversation, in 2014 Maxwell Morris confirmed that all of Mr. Owen's property had been removed from his storage unit and that Mr. Owen's account was paid-in-full and no additional funds were owed (see below).

Between 2014 and 2016, Mr. Owens did not receive any communications, invoices, or requests for payment from Atlanta Peach Movers. However, in the Fall of 2016, Maisha Williams, an employee of Atlanta Peach Movers, contacted Ms. Mesalam via e-mail and indicated that, despite Mr. Maxwell's prior representation, an outstanding balance on Mr. Owen's account was owed. In response, Ms. Mesalam indicated that neither she nor Mr. Owen's had received from Atlanta Peach Movers any communications, invoices, or requests for payment since 2014. Ms. Mesalam then asked Ms. Williams to explain the basis for the newly claimed outstanding bill. Neither Ms. Williams nor any of the other three recipients of Ms. Mesalam's e-mail ever responded to Ms. William's request.

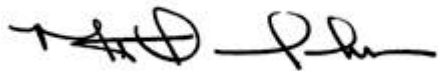
During our conversation I requested the following documents from Atlanta Peach Movers: (1) the rental agreement between Mr. Owen's and Atlanta Peach Movers; (2) copies of all invoices, bills, or requests for payment regarding Mr. Owen's account; (3) copies of all communications sent or received regarding Mr. Owen's account; and (4) copies of all documents and communications related to the auction of Mr. Owen's property, including all pre-auction notices.

I greatly appreciate you agreeing to make best efforts to provide those documents to me by close of business tomorrow, April 11, 2019.

In the interim, if you have any questions or wish to discuss anything related to this matter, please do not hesitate to contact me.

Very truly yours,

Matt Johns



Matthew S. Johns
Partner

Bingham Greenebaum Doll LLP

2700 Market Tower | 10 West Market Street | Indianapolis, IN 46204

Direct: 317-968-5510 | Fax: (317) 236-9907 | Cell: 630-677-2411

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Business Litigation
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mjohns@bgdlegal.com

April 22, 2019

VIA ELECTRONIC MAIL

Orlando Lynch
President and CEO, Atlanta Peach Movers
2911 Northeast Parkway
Atlanta, Georgia 30360
E-mail: olynch@atlpeachmovers.com

Re: Atlanta Peach Movers Account No. S10779—Terrell Owens

Dear Mr. Lynch:

As you know, this law firm represents Terrell Owens in connection with the above-referenced matter. This communication serves as Mr. Owen's fifth and final request to receive from Atlanta Peach Movers (the "Company" or "Atlanta Peach Movers") documents and communications related to Mr. Owen's account (Acct. No. S10779), as set forth below.

On April 10, 2019, I contacted the Company and spoke with David Oso, comptroller for Atlanta Peach Movers, and requested the following documents regarding Mr. Owen's account:

- (1) The rental agreement between Mr. Owen's and Atlanta Peach Movers;
- (2) All invoices, bills, or requests for payment regarding Mr. Owen's account;
- (3) All communications sent or received regarding Mr. Owen's account; and
- (4) All documents and communications related to the auction of Mr. Owen's property, including all pre-auction notices.

During our conversation, Mr. Oso was very polite and cooperative. He represented that he had certain of the requested documents in his possession and would be able to produce those documents by April 11, 2019. I memorialized our conversation and my request for documents in an e-mail communication that was sent to Mr. Oso at 12:55 p.m. EST on April 10, 2019.

As you know, however, I never received any documents from Mr. Oso by the agreed upon April 11, 2019 deadline. Instead, I was contacted by you via telephone on the evening of April 10, 2019. During that conversation you initially indicated that because Mr. Owens was claiming that he did not receive written notice prior from Atlanta Peach Movers prior to the auction of his property, Atlanta Peach Movers would not be producing any documents to Mr. Owens. In response, I indicated that as a customer of Atlanta Peach Movers, Mr. Owen's has the absolute right to receive copies of documents and communications related to his account, especially since his property was liquidated at auction by the Company.

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You then indicated that no documents would be produced until you had the opportunity to speak with the Company's outside legal counsel. In response, I encouraged you to speak with legal counsel and inquired when you would be able to do so. You replied and stated this matter was "not a priority" and it would take you "a few weeks" to discuss this matter with outside counsel.

I attempted to impress upon you that time was of the essence as Mr. Owen's was desperately seeking to recover his property and understand how his property came to be auctioned by the Company. You then indicated that you would contact outside counsel the following day, April 11, 2019, and that documents would be produced on Friday, April 12, 2019.

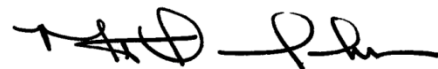
I did not receive a response from you or any responsive documents by April 12, 2019 as you had promised. Consequently, on Tuesday, April 16, 2019, I again contacted you and inquired as to the status of your discussion with outside counsel and the production of documents. In response, you indicated that you had not yet spoken with outside counsel and would "get around to it eventually."

I again reiterated that time was of the essence. I also offered to make myself available at any time of your choosing to speak with the Company's legal counsel and answer any questions he or she might have. You indicated that you would contact the Company's legal counsel that afternoon and contact me the following day, Wednesday, April 17, 2019. After the conclusion of our conversation, I sent you a text message wherein I provided you with my contact information so that you could forward that information to the Company's legal counsel.

I never received any communication from you or the Company's legal counsel on April 17, 2019. As a result, on April 18, 2019, I again contacted you via telephone, but you did not answer, and I was unable to leave a message because your voicemail was full. On April 19, 2019, I again contacted you via your cellular phone at 3:12 p.m. EST. You answered that call and promptly hung-up the telephone after I stated my name and the purpose of the call: To further discuss when the requested documents would be made available. I then called you again at 3:13 p.m. EST and you hung up the telephone—for a second time—after only 4 seconds.

To date, you have intentionally refused to provide Mr. Owens with documents and communications regarding his account to which he has an absolute right to receive. We have been patient. But given your conduct, our patience is now expired. If we have not received the requested documents by 5pm EST on Tuesday, April 23, 2019, or otherwise heard from the Company's legal counsel, we will escalate this matter and seek to obtain those documents through judicial process by filing a lawsuit against Atlanta Peach Movers and simultaneously requesting those documents by way of the formal discovery process.

Very truly yours,



Matthew S. Johns

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)**DEFENDANT(S)**

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

 (EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION
 (PLACE AN "X" IN ONE BOX ONLY)

- | | |
|-----------------------------|---|
| 1 U.S. GOVERNMENT PLAINTIFF | 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY) |
| 2 U.S. GOVERNMENT DEFENDANT | 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES
 (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
 (FOR DIVERSITY CASES ONLY)

- | PLF | DEF | PLF | DEF |
|-----|---|-----|---|
| 1 | 1 CITIZEN OF THIS STATE | 4 | 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE |
| 2 | 2 CITIZEN OF ANOTHER STATE | 5 | 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| 3 | 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY | 6 | 6 FOREIGN NATION |

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- | | | | | | | |
|--|----------------------------|---------------------------------|--------------------------|--|---------------------------------------|---|
| 1 ORIGINAL PROCEEDING | 2 REMOVED FROM STATE COURT | 3 REMANDED FROM APPELLATE COURT | 4 REINSTATED OR REOPENED | 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) | 6 MULTIDISTRICT LITIGATION - TRANSFER | 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT |
| 8 MULTIDISTRICT LITIGATION - DIRECT FILE | | | | | | |

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

(IF COMPLEX, CHECK REASON BELOW)

- | | |
|--|--|
| 1. Unusually large number of parties. | 6. Problems locating or preserving evidence |
| 2. Unusually large number of claims or defenses. | 7. Pending parallel investigations or actions by government. |
| 3. Factual issues are exceptionally complex | 8. Multiple use of experts. |
| 4. Greater than normal volume of evidence. | 9. Need for discovery outside United States boundaries. |
| 5. Extended discovery period is needed. | 10. Existence of highly technical issues and proof. |

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ (Referral)	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)CONTRACT - "0" MONTHS DISCOVERY TRACK

150 RECOVERY OF OVERPAYMENT &
ENFORCEMENT OF JUDGMENT
152 RECOVERY OF DEFAULTED STUDENT
LOANS (Excl. Veterans)
153 RECOVERY OF OVERPAYMENT OF
VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

110 INSURANCE
120 MARINE
130 MILLER ACT
140 NEGOTIABLE INSTRUMENT
151 MEDICARE ACT
160 STOCKHOLDERS' SUITS
190 OTHER CONTRACT
195 CONTRACT PRODUCT LIABILITY
196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

210 LAND CONDEMNATION
220 FORECLOSURE
230 RENT LEASE & EJECTMENT
240 TORTS TO LAND
245 TORT PRODUCT LIABILITY
290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

310 AIRPLANE
315 AIRPLANE PRODUCT LIABILITY
320 ASSAULT, LIBEL & SLANDER
330 FEDERAL EMPLOYERS' LIABILITY
340 MARINE
345 MARINE PRODUCT LIABILITY
350 MOTOR VEHICLE
355 MOTOR VEHICLE PRODUCT LIABILITY
360 OTHER PERSONAL INJURY
362 PERSONAL INJURY - MEDICAL
MALPRACTICE
365 PERSONAL INJURY - PRODUCT LIABILITY
367 PERSONAL INJURY - HEALTH CARE/
PHARMACEUTICAL PRODUCT LIABILITY
368 ASBESTOS PERSONAL INJURY PRODUCT
LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

370 OTHER FRAUD
371 TRUTH IN LENDING
380 OTHER PERSONAL PROPERTY DAMAGE
385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

422 APPEAL 28 USC 158
423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

440 OTHER CIVIL RIGHTS
441 VOTING
442 EMPLOYMENT
443 HOUSING/ ACCOMMODATIONS
445 AMERICANS with DISABILITIES - Employment
446 AMERICANS with DISABILITIES - Other
448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

462 NATURALIZATION APPLICATION
465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

463 HABEAS CORPUS- Alien Detainee
510 MOTIONS TO VACATE SENTENCE
530 HABEAS CORPUS
535 HABEAS CORPUS DEATH PENALTY
540 MANDAMUS & OTHER
550 CIVIL RIGHTS - Filed Pro se
555 PRISON CONDITION(S) - Filed Pro se
560 CIVIL DETAINEE: CONDITIONS OF
CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

550 CIVIL RIGHTS - Filed by Counsel
555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

625 DRUG RELATED SEIZURE OF PROPERTY
21 USC 881
690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

710 FAIR LABOR STANDARDS ACT
720 LABOR/MGMT. RELATIONS
740 RAILWAY LABOR ACT
751 FAMILY and MEDICAL LEAVE ACT
790 OTHER LABOR LITIGATION
791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

820 COPYRIGHTS
840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

830 PATENT
835 PATENT-ABBREVIATED NEW DRUG
APPLICATIONS (ANDA) - a/k/a
Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

861 HIA (1395ff)
862 BLACK LUNG (923)
863 DIWC (405(g))
863 DIWW (405(g))
864 SSID TITLE XVI
865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

870 TAXES (U.S. Plaintiff or Defendant)
871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

375 FALSE CLAIMS ACT
376 Qui Tam 31 USC 3729(a)
400 STATE REAPPORTIONMENT
430 BANKS AND BANKING
450 COMMERCE/ICC RATES/ETC.
460 DEPORTATION
470 RACKETEER INFLUENCED AND CORRUPT
ORGANIZATIONS
480 CONSUMER CREDIT
490 CABLE/SATELLITE TV
890 OTHER STATUTORY ACTIONS
891 AGRICULTURAL ACTS
893 ENVIRONMENTAL MATTERS
895 FREEDOM OF INFORMATION ACT
899 ADMINISTRATIVE PROCEDURES ACT /
REVIEW OR APPEAL OF AGENCY DECISION
950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

410 ANTI-TRUST
850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

896 ARBITRATION
(Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY
TRACK FOR EACH CASE TYPE.
SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

/s/ Matthew S. Johns

DATE

June 21, 2019