

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

GLOBAL EVENTS MANAGEMENT GROUP,)	
INC.,)	
)	
Plaintiff,)	
)	Civil Action File
v.)	
)	No.: _____
JOSEPH MULLINS individually and as Mullins)	
Management, Inc., his alter ego; and MULLINS)	
MANAGEMENT, INC., d/b/a Mullins Management)	
Entertainment;)	
)	
Defendants.)	

COMPLAINT FOR DAMAGES
(JURY TRIAL REQUESTED)

COMES NOW Plaintiff Global Events Management Group, Inc., and files this Complaint for Damages against Defendant Joseph Mullins, individually and as Mullins Management, Inc., his alter ego; and Defendant Mullins Management, Inc. d/b/a Mullins Management Entertainment as follows:

PARTIES

1.

The Plaintiff is a corporation organized and duly existing pursuant to the laws of the Province of Ontario, Canada and whose principal place of business in Toronto, Ontario, Canada.

2.

Defendant Joseph Mullins (hereinafter “Mullins”) resides in and is a citizen of the State of Georgia. Upon information and belief, Mullins resides at 5381 Aspen Laurel Drive, Evans, Columbia County, Georgia 30809. Upon information and belief, Mullins resides or works out of

4263 Washington Road, Evans, Columbia County, Georgia. Mullins may be served by service of the Summons and Complaint for Damages at one or the other address.

3.

Defendant Mullins Management, Inc. d/b/a Mullins Management Entertainment (hereinafter “MMI”) is a corporation organized and duly existing pursuant to the laws of the State of Georgia and whose principal place of business is 4263 Washington Road, Evans, Columbia County, Georgia 30809. MMI’s registered agent for service of process is Joseph Mullins and its registered office is 4263 Washington Road, Evans, Columbia County, Georgia 30809. MMI may be served by service of the Summons and Complaint for Damages upon said registered agent at said registered office. Defendant MMI is a citizen of the State of Georgia.

JURISDICTION AND VENUE

4.

The Plaintiff is a citizen of the country of Canada.

5.

Mullins is a citizen of the State of Georgia.

6.

MMI is a citizen of the State of Georgia.

7.

There is complete diversity between the Plaintiff and all Defendants.

8.

The amount in controversy as stated below exceeds \$75,000.00.

9.

This Court has subject matter jurisdiction with respect to this matter pursuant to 28 U.S.C. §1332 (diversity of citizenship).

10.

The tortious conduct of the Defendants and the Defendants' performance of the contract in issue were in Augusta, Richmond County, Georgia.

11.

Venue of this action is proper in the Augusta Division of the Southern District Court for Georgia pursuant to 28 U.S.C. §1391(b)(1) and (2).

FACTUAL ALLEGATIONS

12.

In late 2011 or early 2012, the Plaintiff and Defendant Mullins negotiated an oral contract wherein Defendants Mullins and/or MMI agreed to provide 111 four-day passes and certain services to customers or guests of customers of the Plaintiff with respect to the 2012 Masters Golf Tournament to be held in Augusta, Georgia from April 5, 2012, through April 8, 2012 (hereinafter the "2012 Agreement").

13.

Plaintiff fully performed its obligations to Defendants Mullins and/or MMI under the 2012 Agreement, specifically paying all money due to Defendants Mullins and/or MMI via wire transfer.

14.

At no time prior to the end of April 2013, did the Defendants allege or assert that the

Plaintiff had failed to pay any portion of its obligation to the Defendants with respect to the 2012 Agreement.

15.

In or about December 2012, Plaintiff and Defendant Mullins negotiated an oral contract with Defendants Mullins and/or MMI containing certain terms, those relevant to this matter are listed in following paragraphs (hereinafter the “2013 Contract”).

16.

Under the terms of the 2013 Contract, Defendants agreed to provide 100, 4-Day passes (hereinafter the “Badges”) for the 2013 Masters Tournament to be held in Augusta, Georgia on April 8-14, 2013 (hereinafter the “2013 Masters”).

17.

Plaintiff agreed to pay \$3,000.00 per Badge to Defendants and Defendants agreed to accept \$3,000.00 per Badge for a total of \$300,000.00. A true and correct photocopy of Defendants’ invoice is attached hereto as Exhibit “A”.

18.

In addition, pursuant to the 2013 Contract, Defendants agreed to provide other services to the people using the Badges and attending the 2013 Masters.

19.

Under the terms of the 2013 Contract, the Defendants agreed to deliver the Badges to the Plaintiff’s customers or the guests of the Plaintiff’s customers (hereinafter the “Guests”) upon those Guests’ arrival in Augusta for the 2013 Masters.

20.

In compliance with its full obligations with respect to the 2013 Contract, Plaintiff paid the full price of the Badges (\$300,000.00) and other services (\$42,000.00) by wire transfers into the account of Defendant MMI at the Georgia Bank & Trust on the following days and in the following amounts:

- a. February 8, 2013 \$112,000.00;
- b. February 28, 2013 \$100,000.00;
- c. March 14, 2013 \$100,000.00; and
- d. April 8, 2013 \$ 30,000.00.

21.

In reliance on the 2013 Contract, the Plaintiff sold to its customers vacation packages to the 2013 Masters (the "Packages"). The Packages included transportation, housing, and other services, some of which were provided by persons and entities other than the Defendants.

22.

Upon information and believe, the Plaintiff's customers transferred some of the Packages to their clients and otherwise, i.e., the Guests, as gifts or promotional items.

23.

The Defendants, from their interaction with the Plaintiff and the guests who attended the 2012 Masters, were aware that the Plaintiff intended to sell the Packages, including the Badges, to the Plaintiff's customers. In addition, the Defendants were also aware that some of the Plaintiff's customers intended to give the Packages to the Guests as promotional or marketing materials.

24.

Upon the Guests' arrival in Augusta, the Defendants were to provide the Badges to the Guests, among other things.

25.

Contrary to their obligations in the 2013 Contract, the Defendants failed to provide Badges to all the Guests.

26.

Instead, the Defendants improperly and incorrectly blamed the Plaintiff for the Defendants' failure to provide Badges to all the Guests.

27.

Additionally, the Defendants falsely stated to some of the Guests that the Plaintiff, through its representative, "abandoned the Guests" without Badges, and left the Guests to "fend for themselves" (hereinafter the "Slandorous Statements").

28.

Defendants then offered to obtain other Badges or daily passes to some of the Guests at an additional charge, which the Defendants demanded of the Guests.

29.

Upon information and belief, the Defendants wrongfully collected money from some of the Guests for day-passes to the 2013 Masters which the Defendants was already obligated to provide pursuant to the 2013 Contract with the Plaintiff.

30.

In a letter sent on May 13, 2013, via Email to one of the Guests/Customers of the

Plaintiff (hereinafter the “May 13th Email”), Defendants falsely stated the following:

- a. The Plaintiff had not fully paid its obligations regarding the 2012 Masters Contract;
- b. The Plaintiff had an outstanding balance on its contract regarding the 2013 Masters in the amount of \$150,000.00;
- c. The Plaintiff “left the hospitality site and fled out of town without explanation”;
- d. The Plaintiff was “well informed” regarding the number of Badges the Defendants were supplying (presumably less than the 100 in the contract);
- e. The Plaintiff refused to pay an additional \$200.00 per Badge; and
- f. The Plaintiff was “well notified several weeks in advance” of the 2013 Masters of the increased price per Badge and the Plaintiff advised the Defendants to delay purchasing all of the Badges.

(hereinafter the “Libelous Statements”).

31.

After generally placing the full responsibility of the Defendants’ failure to provide the Badges as contracted upon the Plaintiff, the May 13th Email concludes with a solicitation by the Defendants to provide similar vacation packages for the 2014 Masters directly to the Plaintiff’s customer.

32.

At all times relevant, Defendant Mullins was acting on his own behalf and acting in the course and scope of his employment with Defendant MMI.

33.

Defendant MMI is liable for all actions of Defendant Mullins as alleged herein under the doctrine of *respondeat superior*.

COUNT I
(Breach of Contract and Alter Ego)

34.

Plaintiff incorporates the allegations contained in paragraphs 1 through 33 by reference.

35.

Upon information and belief, Defendant Mullins is the owner and operator of Defendant MMI.

36.

Upon information and belief, Defendant Mullis has ignored the separate existence of Defendant MMI by using Defendant MMI as an alter ego, agent, and instrumentality by keeping said corporation under Defendant Mullins' domination and control and by perpetuating its existence only to serve his personal purposes.

37.

By reason of the foregoing, the Court should disregard the separate existence of Defendant MMI as a corporation and hold Defendant Mullins personally liable for all amounts due to the Plaintiff from Defendant MMI.

38.

The Plaintiff fully performed its obligations under the 2013 Contract with the Defendants, including the payment of all money owed by the Plaintiff to the Defendants.

39.

At all times relevant, the Plaintiff was not in breach of the 2013 Contract.

40.

The Defendants breached the 2013 Contract by not providing the 100 Badges to the Guests at the 2013 Masters.

41.

The Defendants further breached the 2013 Contract by demanding and accepting payment from the Guests for day passes to the 2013 Masters.

42.

Inasmuch as the Plaintiff fully performed its obligations under the 2012 Agreement, including the payment of all money owed, the Defendants had no right of set off or other right which would excuse the Defendants from full performance of their obligations under the 2013 Contract.

43.

The Defendants' breach of the 2013 Contract caused direct damages to the Plaintiff for which the Defendants are liable, including without limitation, the value of the Badges not provided, in excess of \$300,000.00.

44.

As described in detail below, the Defendants' breach also caused consequential damages for which the Defendants are liable pursuant to O.C.G.A. §13-6-2; §13-6-8; §51-12-10; and other Georgia law.

45.

The Defendants knew that the Plaintiff intended to purchase the Badges and include those Badges in the Packages. The Defendants also knew that the Packages, including the Badges, would be used by the Plaintiff's customers for the promotion of the customer's business with the Guests.

46.

The Defendants not only failed to deliver the Badges to the Guests but then demanded that the Guests pay up to \$3,200.00 per day per ticket (hereinafter the "Substitute Passes").

47.

The Guests, who had traveled a great distance to the 2013 Masters, paid the Defendants the price for the Substitute Passes demanded by the Defendants.

48.

As a result of the Defendants' breach of the 2013 Contract and their failure to provide all the Badges, as well as the Defendants' demand that the Guests pay additional money for the Substitute Passes, the Plaintiff's customers have made demands that the Plaintiff pay them damages, including, without limitation, refunds of the full amount the Plaintiff's customers paid for the Packages.

49.

The Plaintiff suffered consequential damages solely caused by the Defendants' breach of the 2013 Contract and those damages are capable of exact computation.

50.

The consequential damages suffered by the Plaintiff arising from the Defendants' breach

of the 2013 Contract arose naturally and according to the usual course of things from such breach and such as the Defendants and the Plaintiff contemplated when they entered into the 2013 Contract.

51.

The Defendants breached the 2013 Contract with knowledge and for the purpose of depriving the Plaintiff of its contemplated benefit.

52.

The Defendants are liable to the Plaintiff for consequential damages in an amount to be proven at trial but not less than \$900,000.00.

53.

At all times and in all matters mentioned above and as aforesaid, the Defendants have been stubbornly litigious and have caused the Plaintiff unnecessary trouble and expense thereby entitling the Plaintiff to an award of reasonable attorneys' fees and court costs pursuant to O.C.G.A. §13-6-11.

COUNT II
(Intentional Defamation)

54.

Plaintiff incorporates the allegations contained in paragraphs 1 through 53 by reference.

55.

During the 2013 Masters, after Defendants failed to provide all the Badges to the Guests, Defendants made and published the Slanderous Statements as aforesaid.

56.

On or about May 13, 2013, Defendants sent the May 13th Email thereby publishing the

Libelous Statements.

57.

The Slanderous Statements and the Libelous Statements referenced above shall be referred to collectively hereinafter as the “Defamatory Statements”.

58.

The Defamatory Statements are false statements of fact with respect to the business of the Plaintiff.

59.

The Defendants published the Defamatory Statements to the Guests at the 2013 Masters and in writing via the May 13th Email.

60.

The Defamatory Statements are not privileged.

61.

The Defamatory Statements did not relate to matters of public interest or concern.

62.

The Defamatory Statements did not constitute a petition for redress of any grievance.

63.

The Defamatory Statements did not relate to an official proceeding.

64.

The Defamatory Statements are defamatory as a matter of law pursuant to O.C.G.A. §51-5-1 (libel *per se*) and O.C.G.A. §51-5-4 (slander *per se*).

65.

With respect to the Defamatory Statements, the Defendants acted intentionally, maliciously, recklessly, and in bad faith.

66.

The Defendants are liable to the Plaintiff for damages presumed under Georgia law.

67.

The Defendants are also liable to the Plaintiff for damages, both compensatory and special, in amounts to be proven at trial, but not less than \$150,000.00.

68.

At all times and in all matters mentioned above and as aforesaid, the Defendants have been stubbornly litigious and have caused the Plaintiff unnecessary trouble and expense thereby entitling the Plaintiff to an award of reasonable attorneys' fees and court costs pursuant to O.C.G.A. §13-6-11, in addition to compensatory and special damages.

69.

The Defendants acted with willful misconduct, malice, fraud, oppression, wantonness and an entire want of care raising the presumption of conscience indifference to the consequences of their actions.

70.

With respect to the Defamatory Statements, the Defendants acted with the specific intent to cause harm to the Plaintiff.

71.

In addition to compensatory damages, special damages, and attorneys' fees, the Plaintiff

is entitled to an award of punitive damages against the Defendants, unlimited by the provisions of O.C.G.A. §51-12-5.1(g), in an amount to be determined by the jury as provided by O.C.G.A. § 51-12-5.1 *et seq.*

COUNT III
(Negligent Defamation)

72.

Plaintiff incorporates the allegations contained in paragraphs 1 through 53 by reference.

73.

During the 2013 Masters, after Defendants failed to provide all the Badges to the Guests, Defendants made and published the Slanderous Statements to the Guests as aforesaid.

74.

On or about May 13, 2013, Defendants sent the May 13th Email thereby publishing the Libelous Statements.

75.

The Slanderous Statements and the Libelous Statements referenced above shall be referred to collectively hereinafter as the “Defamatory Statements”.

76.

The Defamatory Statements are false statements of fact with respect to the business of the Plaintiff.

77.

The Defendants published the Defamatory Statements to the Guests at the 2013 Masters and in writing via the May 13th Email.

78.

The Defamatory Statements are not privileged.

79.

The Defamatory Statements did not relate to matters of public interest or concern.

80.

The Defamatory Statements did not constitute a petition for redress of any grievance.

81.

The Defamatory Statements did not relate to an official proceeding.

82.

The Defamatory Statements are defamatory as a matter of law pursuant to O.C.G.A. §51-5-1 (libel *per se*) and O.C.G.A. §51-5-4 (slander *per se*).

83.

Defendants owed a duty of ordinary care to the Plaintiff to determine whether or not the Defamatory Statements were true or false prior to making the Defamatory Statements.

84.

Through the exercise of ordinary care, the Defendants should have known that the Defamatory Statements were false.

85.

Defendants breached their duty of ordinary care to the Plaintiff by not first determining whether or not the Defamatory Statements were true or false prior to making the Defamatory Statements.

86.

Defendants made the Defamatory Statements with malice.

87.

As a direct and proximate cause of the Defamatory Statements, Plaintiff was damaged.

88.

The Defendants are liable to the Plaintiff for damages presumed under Georgia law.

89.

The Defendants are also liable to the Plaintiff for damages, both compensatory and special, in amounts to be proven at trial, but not less than \$150,000.00.

90.

At all times and in all matters mentioned above and as aforesaid, the Defendants have been stubbornly litigious and have caused the Plaintiff unnecessary trouble and expense thereby entitling the Plaintiff to an award of reasonable attorneys' fees and court costs pursuant to O.C.G.A. §13-6-11, in addition to compensatory and special damages.

WHEREFORE, Plaintiff prays for relief as follows:

1. Trial by Jury;
2. Judgment against Defendants in an amount to be proven at trial but not less than \$1,200,000.00 for breach of contract (consisting of at least \$300,000.00 for purchase price of the Badges and \$900,000.00 in consequential damages);
3. Judgment against Defendants in an amount to be proven at trial but not less than \$150,000.00 for defamation;
4. Attorneys' fees and costs pursuant to O.C.G.A. §13-6-11;

5. Punitive damages in an amount to be determined at trial and unlimited by O.C.G.A. §51-12-5.1(g) as to Count II; and
4. Such further relief as this Court deems just and equitable.

Respectfully submitted, this 13th day of June, 2013.

AUSTIN & SPARKS, P.C.

s/ John T. Sparks, Sr., Esq.
Georgia State Bar No. 669575
s/ Alfred L. Evans, III
Georgia State Bar No. 251401

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