



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

ANTONIO CARTER, an individual)
)
 Plaintiff,)
)
 v.)
)
 LANE KIFFIN; both in his official capacity as an)
 employee of Florida Atlantic University and the State)
 of Florida and in his individual capacity;)
 FLORIDA ATLANTIC UNIVERSITY; a public)
 university and political subdivision of the State of)
 Florida; STATE OF FLORIDA, a state of the)
 United States of America.)
)
 Defendants.)

CIVIL ACTION NO.:
 PLAINTIFF REQUESTS A
 TRIAL BY JURY

COMPLAINT

PARTIES

1. Plaintiff, **ANTONIO CARTER**, is over the age of nineteen (19) years, and is a resident citizen of Alabaster, Shelby County, Alabama. Plaintiff **ANTONIO "A.C." CARTER** is a former college football player at the University of Alabama, with more than ten years of experience as an assistant football coach, both at the collegiate and high school levels.
2. Defendant **LANE KIFFIN** is over the age of nineteen (19) years, and is believed to be a resident citizen of Boca Raton, Palm Beach County, Florida. At all times relevant hereto, **LANE KIFFIN** was the head football coach and an employee/agent of Defendant **FLORIDA ATLANTIC UNIVERSITY** and, in turn, Defendant **STATE OF FLORIDA**.
3. Defendant **FLORIDA ATLANTIC UNIVERSITY** is a public university, with its principal campus located in Boca Raton, Palm Beach County, Florida. At all times relevant hereto, Defendant **FAU** was the employer of Defendant **LANE KIFFIN** and a political

subdivision of Defendant **STATE OF FLORIDA**.

4. Defendant **STATE OF FLORIDA** is the 27th state to the United States of America. At all times thereto, Defendant **STATE OF FLORIDA** was the employer of Defendant **LANE KIFFIN**.

INTRODUCTION

5. This action arises from tortuous conduct by Defendants **LANE KIFFIN** and Defendant **FLORIDA ATLANTIC UNIVERSITY** (“FAU”) who offered Plaintiff **ANTONIO CARTER** a position to join the football coaching staff at Defendant **FAU**, under head football coach Defendant **LANE KIFFIN**. It is believed that, at the time of the offer, Defendants knew that Plaintiff **ANTONIO CARTER** had a family friendship with a coveted football prospect (hereinafter “the prospect” or “the coveted prospect”), and believed Plaintiff **ANTONIO CARTER** could get the coveted prospect to commit to **FAU**.
6. Defendants offered Plaintiff **ANTONIO CARTER** a one-year employment position as assistant wide receivers coach and assistant strength and condition coach just one week before National Signing Day, February 1, 2017. Such offer was made without any contingencies. Plaintiff accepted the offer and **LANE KIFFIN** personally ratified it.
7. Upon his hiring, Defendant **LANE KIFFIN** immediately tasked Plaintiff **ANTONIO CARTER** with the recruitment of the coveted prospect. Plaintiff **ANTONIO CARTER** diligently carried out his assignment and secured the prospect’s commitment. In addition, Plaintiff **ANTONIO CARTER** participated in the recruitment of two other recruits who also committed to the **FAU** football program.
8. Immediately after National Signing Day—and after the coveted recruits had submitted their executed letters of intent—Defendants **LANE KIFFIN** and **FAU** revoked the employment

agreement with Plaintiff **ANTONIO CARTER** on grounds that, as described below, were pre-textual in nature and not applied to the hiring of other **FAU** assistant coaches.

9. Despite obviously benefiting from the labors of Plaintiff, Defendants **LANE KIFFIN**, **FAU**, and, in turn, **STATE OF FLORIDA** have failed to pay and have refused to pay Plaintiff **ANTONIO CARTER** for his labor and expenses.

FACTS COMMON TO ALL COUNTS

10. On or about December 13, 2016, Defendants **STATE OF FLORIDA** and **FAU** hired Defendant **LANE KIFFIN** to serve as head football coach for Defendant **FAU**.
11. As expected of a newly-hired head collegiate football coach, Defendant **LANE KIFFIN** immediately began to recruit and hire assistant coaches to join the football staff at Defendant **FAU**.
12. On or about December 14, 2016, Defendants **STATE OF FLORIDA** and **FAU** hired Wilson Love (hereinafter “Coach Love”) as strength and conditioning coach for Defendant **FAU**. Coach Love was hired at the request and recommendation of Defendant **LANE KIFFIN**.
13. Within the same week of Coach Love’s hire, Coach Love reached out to Plaintiff **ANTONIO CARTER** about possibly joining the football coaching staff at **FAU**.
14. On January 25, 2017—just seven days before National Signing Day—Defendant **LANE KIFFIN** authorized Coach Love to offer Plaintiff **ANTONIO CARTER** a position as assistant wide receivers coach and assistant strength and conditioning coach at Defendant **FAU**. The offer was for a one-year term to begin immediately, consisting of a compensation package of \$40,000 salary, up to \$4,000 for relocation expenses, and eligibility for various coaching bonuses. No contingencies were placed upon said offer. Plaintiff **ANTONIO CARTER** accepted the offer.
15. At all times relevant to the offer and acceptance of the position with Defendant **FAU**, Plaintiff

ANTONIO CARTER resided in Shelby County, Alabama, and was physically in Shelby County, Alabama when such offer was made and accepted.

16. All communications were transmitted to Plaintiff **ANTONIO CARTER** while he was in Shelby County to entice him to leave the state and take the offered job in Florida.
17. In reliance on said offer, Plaintiff **ANTONIO CARTER** immediately began to make initial plans and arrangements to travel to Boca Raton, Florida.
18. After Plaintiff **ANTONIO CARTER** accepted the offer, Coach Love informed Plaintiff **ANTONIO CARTER** that he would be receiving the standard employment “paperwork” from a representative of Defendant **FAU**’s Human Resources department.
19. On January 27, 2017, Plaintiff **ANTONIO CARTER** informed Coach Love that he had not received an e-mail from **FAU** Human Resources regarding any “paperwork.” Coach Love reassured Plaintiff **ANTONIO CARTER** that the paperwork was coming and that he was hired and not to worry.
20. On January 28, 2017, Defendant **LANE KIFFIN** sent a text message to Plaintiff **ANTONIO CARTER** inquiring about why he was not on campus yet.
21. Plaintiff **ANTONIO CARTER** immediately replied to Defendant **LANE KIFFIN** that he was waiting on the paperwork and that he could be there as soon as possible. In response, Defendant **LANE KIFFIN** reassured Plaintiff **ANTONIO CARTER** that he was hired and the deal was “done.” Plaintiff **ANTONIO CARTER** was also told by Wilson Love to get on down to campus to get started. Neither coach ever wavered on the finality of the hiring nor the terms of the deal.
22. In reliance upon Coach Love’s and, more importantly, Defendant **LANE KIFFIN**’s representations that Plaintiff **ANTONIO CARTER**’s employment was finalized, Plaintiff and his wife immediately resigned from their current jobs to facilitate their move to Boca Raton.

Plaintiff and his wife also began the school-transfer process so Plaintiff's school-age children could leave their current schools and enroll in schools in the Boca Raton area.

23. Immediately after finalizing the hiring of **ANTONIO CARTER**, Plaintiff **ANTONIO CARTER** was assigned by **LANE KIFFIN** to recruit a junior college prospect from Plaintiff **ANTONIO CARTER**'s home town.¹
24. Said prospect was a highly-touted, "4-star" athlete that was recruited in high school by numerous Division I college football programs. Following his senior high school season, the prospect signed a letter of intent to play football at the University of Florida. However, academic eligibility concerns resulted in the prospect attending a junior college.
25. This coveted prospect was a close family friend of Plaintiff **ANTONIO CARTER**, and the prospect's family had just celebrated New Year's Eve together with Plaintiff **ANTONIO CARTER** and his family just a few weeks earlier. It is believed that this relationship between Plaintiff **ANTONIO CARTER** and the coveted prospect was known to the coaches and defendants at the time he was hired.
26. Pursuant to **LANE KIFFIN** and Coach Love's requests, Plaintiff **ANTONIO CARTER** immediately began reaching out to and communicating with the prospect.
27. On January 30, 2017, it was stressed by Coach Love that Plaintiff **ANTONIO CARTER** needed to get down to campus as soon as possible because **LANE KIFFIN** wanted him down there. Consequently, Plaintiff **ANTONIO CARTER** immediately booked a flight to arrive in Boca Raton the following day. Later that day, Plaintiff **ANTONIO CARTER** finally received an e-mail from **FAU**'s Department of Human Resources, stating, in pertinent part, "Welcome to Florida Atlantic University. Athletics has notified us of your acceptance of a position with the Football program." The e-mail went on to read, however, "This offer is contingent upon

¹This is not the only prospect that Carter was tasked with recruiting. In addition to this prospect, Carter's efforts successfully secured commitments from two other prospects for **FAU** on National Signing Day.

the successful completion of a background check.”

28. This post-acceptance e-mail was the first mentioning of any contingency upon Plaintiff's employment. This attempted contingency came after Defendant **FAU**, by and through its employees/agents Coach Love (who had actual authority or, at a minimum, apparent authority to extend such an offer) had already offered the position, without contingency, and Plaintiff accepted the position. This attempted contingency also came after Defendant **LANE KIFFIN** ratified the offer/acceptance, without contingency, through telling Plaintiff **ANTONIO CARTER** his employment was “done” before any paperwork was received.
29. The e-mail from **FAU**'s Department of Human Resources went on to explain that Plaintiff would receive an e-mail from a third-party employment company that would necessitate Plaintiff completing various credit and criminal background authorizations. Plaintiff **ANTONIO CARTER** received the third-party e-mail and immediately completed all requested authorizations. At no time did Defendants **LANE KIFFIN** or **FAU** restrict Plaintiff's work or services in any way. Instead, Defendant **LANE KIFFIN** continued to converse with Plaintiff **ANTONIO CARTER** about his recruiting efforts towards his assigned prospects.
30. The next day, January 31, 2017, Plaintiff **ANTONIO CARTER** flew to Boca Raton to join his new colleagues on the **FAU** coaching staff. Coach Love picked him up from the airport and immediately took Plaintiff **ANTONIO CARTER** to meet the coaches, including Defendant **LANE KIFFIN**. Defendant **LANE KIFFIN** conversed with Plaintiff **ANTONIO CARTER** about his efforts to sign the coveted prospect and the team's recruitment strategy leading into the following morning—National Signing Day.
31. On February 1, 2017—National Signing Day—Plaintiff **ANTONIO CARTER** arrived at the **FAU** football facility for the team's morning workouts at 5:00 A.M. Shortly thereafter,

Defendant **LANE KIFFIN** texted every **FAU** assistant coach—including Plaintiff **ANTONIO CARTER**—and informed them that the first coach to get a recruit to fax in their letter of intent would get a cash bonus. Plaintiff **ANTONIO CARTER** replied, messaging Defendant **LANE KIFFIN** that he was “On it!” Defendant **LANE KIFFIN** then messaged Plaintiff, stating that the coveted prospect could “screen shot u [sic]” his letter of intent.

32. Throughout the course of the day, there were additional texts and communications between Defendant **LANE KIFFIN** and Plaintiff **ANTONIO CARTER** about various prospects and their recruitment and signing.
33. Ultimately the coveted prospect, and two others prospects Plaintiff **ANTONIO CARTER** was tasked with recruiting, signed and sent their letters of intent in to Defendant **FAU**.
34. On February 2, 2017, Defendant **FAU**, by and through their Human Resources Department, e-mailed Plaintiff **ANTONIO CARTER** asking for clarification of “concerns” with the background check Defendant **FAU** had conducted on Plaintiff. Specifically, Defendant **FAU** inquired about Plaintiff’s credit history, previous minor criminal charges/traffic violations, and driver’s license history. Plaintiff **ANTONIO CARTER** immediately provided a detailed response to each alleged concern and offered to secure all documentation necessary to verify that the alleged concerns were unwarranted.
35. Meanwhile, Plaintiff **ANTONIO CARTER** continued to work in his role as assistant wide receivers and assistant strength and conditioning coach. Because Defendant **LANE KIFFIN** informed the staff that they had the following week of February 5th through February 10th off, Plaintiff made travel arrangements to fly back to Birmingham, Alabama, on the afternoon of February 3, 2017, to assist his wife in finalizing the family’s move to Boca Raton.

36. Later on February 3rd, Defendant **FAU** contacted Plaintiff **ANTONIO CARTER** and advised that he would not be hired² due to two prior minor misdemeanor criminal charges.³
37. Upon his return to Alabama on February 3, 2017, Plaintiff **ANTONIO CARTER** secured documentation showing the resolution of the minor criminal charges. Plaintiff **ANTONIO CARTER** provided these documents to Defendant **FAU** via e-mail on February 7, 2017. Defendant **FAU** never responded to that e-mail.
38. On February 8, 2017, Plaintiff **ANTONIO CARTER** e-mailed Patrick Chun, Athletic Director for Defendant **FAU**, and provided additional clarification and assurances regarding Defendant **FAU**'s alleged concerns. Patrick Chun never responded. Plaintiff **ANTONIO CARTER** also called Patrick Chun on multiple occasions. Patrick Chun refused to accept or return Plaintiff's calls.
39. Meanwhile, Plaintiff **ANTONIO CARTER** reached out to Defendant **LANE KIFFIN** for assistance, reasonably believing that Defendant **LANE KIFFIN**, as head football coach at **FAU**, had the authority and power to influence Defendant **FAU**'s post-acceptance revocation of Plaintiff's employment. Despite Defendant **LANE KIFFIN**'s clear representations that Plaintiff need not wait for any "paperwork" from **FAU** because the hiring of Plaintiff was "done," Defendant **LANE KIFFIN** claimed the decision was out of his hands and that he could not help Plaintiff.
40. On February 13, 2017, Plaintiff **ANTONIO CARTER** returned to Boca Raton, Florida, in an attempt to meet with **FAU** Athletic Director, Patrick Chun. Mr. Chun refused to meet with Plaintiff, despite Plaintiff waited outside his office for several hours.

² This announcement to "not hire" Plaintiff is in spite of the fact that Plaintiff already had a legally binding agreement in place. Therefore, **FAU**'s claim that they would not "hire" Plaintiff is best described as a revocation of Plaintiff's employment.

³ One charge was deemed a "No Information" (refusal to prosecute) by the Assistant State Attorney of Florida more than 7 years ago. The other charge was resolved via unsupervised probation.

41. After being refused a meeting with Mr. Chun, Plaintiff **ANTONIO CARTER** approached and met with a representative of Defendant **FAU**'s Human Resources Department, providing details, assurances, and documentation to alleviate any of their alleged concerns. Plaintiff **ANTONIO CARTER** received a phone call from the Human Resources representative later that day informing him that they refused to reverse their decision.
42. Although Defendant **FAU** represented to Plaintiff that his two minor criminal charges were the basis of his revocation of employment, Plaintiff **ANTONIO CARTER** has since learned that Defendant **FAU** and, in turn, Defendant **STATE OF FLORIDA**, hired numerous assistant football coaches at the request of Defendant **LANE KIFFIN** despite significant publicized criminal and ethic charges and allegations against them.
43. Defendant **FAU** has failed to compensate Plaintiff **ANTONIO CARTER** for the hours he worked on the behalf of Defendant **FAU** and, in turn, Defendant **STATE OF FLORIDA**, as an assistant wide receivers and strength and conditioning coach. Defendants **LANE KIFFIN**, **FAU**, and **STATE OF FLORIDA** have been unjustly enriched from the unpaid work of Plaintiff **ANTONIO CARTER**.
44. At all times relevant hereto, Coach Wilson Love and Defendant **LANE KIFFIN** were agents/employees of Defendant **FAU** and, in turn, Defendant **STATE OF FLORIDA**, and acted within the line and scope of their employment with said Defendants.
45. At all times relevant hereto, Coach Wilson Love and Defendant **LANE KIFFIN** had actual and/or apparent authority to extend the non-contingent employment offer to Plaintiff **ANTONIO CARTER**, which Plaintiff **ANTONIO CARTER** accepted without contingency. Defendant **LANE KIFFIN** had actual and/or apparent authority to ratify the non-contingent employment agreement of Plaintiff **ANTONIO CARTER**.
46. As a result, Plaintiff **ANTONIO CARTER** has been damaged as outlined below.

47. Although the full nature and extent of the knowledge and scienter of Defendant **LANE KIFFIN** and Coach Love is not fully known, the circumstantial evidence of their knowledge strongly suggests, at the least, mistaken fraud and, at the worst, promissory or legal fraud. Consequently, the Fraud counts below are pled in the aggregate and in the alternative as the full extent of knowledge and intent will be thoroughly explored during discovery.

COUNT I- RECKLESS FRAUD

48. Plaintiff adopts and re-alleges all previous paragraphs as if set out in full herein.
49. Defendant **LANE KIFFIN** and Coach Love while acting in the course and scope of their employment with **FAU** recklessly represented to Plaintiff **ANTONIO CARTER** that he was employed, without contingency, as an assistant wide receivers coach and assistant strength and conditioning coach at **FAU**. These representations included all terms of the employment, confirmation of hiring, and action by plaintiff in reliance. The representations included Defendant **LANE KIFFIN** on January 28, 2017, confirming that the hiring of Plaintiff **ANTONIO CARTER** was a “done” deal. This was done while Defendant **LANE KIFFIN** knew that paperwork was required by **FAU** and had not been completed much less approved.
50. When making such representations, Defendant **LANE KIFFIN** and Coach Love did not know whether or not such representations were true. Defendant **LANE KIFFIN** and Coach Love made such false representations to Plaintiff **ANTONIO CARTER** in order to induce Plaintiff **ANTONIO CARTER** to immediately begin to recruit and secure the coveted prospect that Defendant **LANE KIFFIN**, and Coach Love, upon information and belief, knew was a close family friend with Plaintiff **ANTONIO CARTER**.
51. Plaintiff **ANTONIO CARTER** did not know that such representations were false. Instead, Plaintiff **ANTONIO CARTER** reasonably relied on Defendant **LANE KIFFIN**'s and

Coach Love's representations to his detriment.

52. Furthermore, Defendant **LANE KIFFIN**, as head football coach at Defendant **FAU**, and Coach Love had actual and/or apparent authority to make such representations about the employment of Plaintiff **ANTONIO CARTER**.
53. At all times relevant hereto, Defendant **LANE KIFFIN** and Coach Love were employees/agents of Defendant **FAU** and Defendant **STATE OF FLORIDA**, acting within the line and scope of their employment/agency with Defendants. As such, Defendants **FAU** and **STATE OF FLORIDA** are vicariously liable to Plaintiff for the conduct of Defendant **LANE KIFFIN** and Coach Love under the doctrine of *respondeat superior*.
54. The aforementioned fraudulent conduct of Defendant **LANE KIFFIN** combined and concurred with the tortious and wrongful conduct of all other named and fictitious defendants to cause Plaintiff to sustain the following damages:
- (a) Plaintiff was not provided the compensation promised to him under said contract;
 - (b) Plaintiff and his wife were caused to resign from their then-current employment, thereby sustaining a loss of income;
 - (c) Plaintiff has suffered mental anguish and emotional distress;
 - (d) Plaintiff has expended sums of money in the form of travel expenses, lodging expenses, and other out-of-pocket expenses.

WHEREFORE, Plaintiff therefore demands judgment against each of the Defendants, jointly and severally, including the fictitious party Defendants, in a sum in excess of the jurisdictional limits of this court, to be determined by a jury, which will fairly and adequately compensate the Plaintiff for damages sustained. Further, Plaintiff requests that the jury selected to hear this case render a verdict for Plaintiff and against each Defendant, and that it award punitive damages in an amount which will adequately reflect the enormity of the Defendants' wrongful acts and which will effectively prevent other similar wrongful acts.

COUNT II - FRAUD THROUGH MISTAKEN FALSE STATEMENT

55. Plaintiff adopts and re-alleges all previous paragraphs as if set out in full herein.
56. Defendant **LANE KIFFIN** and Coach Love while acting in the course and scope of their employment with **FAU** mistakenly and/or negligently represented to Plaintiff **ANTONIO CARTER** that he was employed, without contingency, as an assistant wide receivers coach and assistant strength and conditioning coach at **FAU**. These representations included all terms of the employment, confirmation of hiring, and action by plaintiff in reliance. The representations included Defendant **LANE KIFFIN** on January 28, 2017, confirming that the hiring of Plaintiff **ANTONIO CARTER** was a “done” deal. This was done while Defendant **LANE KIFFIN** knew that paperwork was required by **FAU** and had not been completed much less approved.
57. When making such representations, Defendant **LANE KIFFIN** and Coach Love mistakenly and/or negligently did not know whether or not such representations were true. Defendant **LANE KIFFIN** and Coach Love made such false representations to Plaintiff **ANTONIO CARTER** in order to induce Plaintiff **ANTONIO CARTER** to immediately begin to recruit and secure the coveted prospect that Defendant **LANE KIFFIN**, and Coach Love, upon information and belief, knew was a close family friend with Plaintiff **ANTONIO CARTER**.
58. Plaintiff **ANTONIO CARTER** did not know that such representations were false. Instead, Plaintiff **ANTONIO CARTER** reasonably relied on Defendant **LANE KIFFIN**'s and Coach Love's representations to his detriment.
59. Furthermore, Defendant **LANE KIFFIN**, as head football coach at Defendant **FAU**, and Coach Love had actual and/or apparent authority to make such representations about the employment of Plaintiff **ANTONIO CARTER**.
60. At all times relevant hereto, Defendant **LANE KIFFIN** and Coach Love were

employees/agents of Defendant **FAU** and Defendant **STATE OF FLORIDA**, acting within the line and scope of their employment/agency with Defendants. As such, Defendants **FAU** and **STATE OF FLORIDA** are vicariously liable to Plaintiff for the conduct of Defendant **LANE KIFFIN** and Coach Love under the doctrine of *respondeat superior*.

61. The aforementioned fraudulent conduct of Defendant **LANE KIFFIN** combined and concurred with the tortious and wrongful conduct of all other named and fictitious defendants to cause Plaintiff to sustain the following damages:
- (a) Plaintiff was not provided the compensation promised to him under said contract;
 - (b) Plaintiff and his wife were caused to resign from their then-current employment, thereby sustaining a loss of income;
 - (c) Plaintiff has suffered mental anguish and emotional distress;
 - (d) Plaintiff has expended sums of money in the form of travel expenses, lodging expenses, and other out-of-pocket expenses.

WHEREFORE, Plaintiff therefore demands judgment against each of the Defendants, jointly and severally, including the fictitious party Defendants, in a sum in excess of the jurisdictional limits of this court, to be determined by a jury, which will fairly and adequately compensate the Plaintiff for damages sustained. Further, Plaintiff requests that the jury selected to hear this case render a verdict for Plaintiff and against each Defendant, and that it award punitive damages in an amount which will adequately reflect the enormity of the Defendants' wrongful acts and which will effectively prevent other similar wrongful acts.

COUNT III - PROMISSORY FRAUD AND CONSPIRACY

62. Plaintiff adopts and re-alleges all previous paragraphs as if set out in full herein.
63. Defendant **LANE KIFFIN** and Coach Love intentionally represented to Plaintiff **ANTONIO CARTER** that he was employed, without contingency, as an assistant wide receivers coach and assistant strength and conditioning coach at **FAU**. These representations

included all terms of the employment, confirmation of hiring, and action by Plaintiff in reliance. The representations included Defendant **LANE KIFFIN** on January 28, 2017, confirming that the hiring of Plaintiff **ANTONIO CARTER** was a “done” deal. This was done while Defendant **LANE KIFFIN** knew that Plaintiff **ANTONIO CARTER** was not an employee and had not been hired by **FAU**.

64. Defendant **LANE KIFFIN** and Coach Love conspired to and made such false representations to Plaintiff **ANTONIO CARTER** in order to induce Plaintiff **ANTONIO CARTER** to immediately begin to recruit and secure the coveted prospect that Defendant **LANE KIFFIN** and Coach Love knew was a close family friend with Plaintiff **ANTONIO CARTER**.
65. Plaintiff **ANTONIO CARTER** did not know that such representations were false. Instead, Plaintiff **ANTONIO CARTER** reasonably relied on Defendant **LANE KIFFIN**'s and Coach Love's representations to his detriment.
66. Defendant **LANE KIFFIN** never intended to retain Plaintiff **ANTONIO CARTER**. Instead, Defendant **LANE KIFFIN** engaged in a “bait and switch” scheme to secure the commitment of a coveted prospect at the expense of Plaintiff **ANTONIO CARTER**.
67. Furthermore, Defendant **LANE KIFFIN**, as head football coach at Defendant **FAU**, and Coach Love had actual and/or apparent authority to make such representations about the employment of Plaintiff **ANTONIO CARTER**.
68. At all times relevant hereto, Defendant **LANE KIFFIN** and Coach Love were an employee/agent of Defendant **FAU** and Defendant **STATE OF FLORIDA**, acting within the line and scope of his employment/agency with Defendants. As such, Defendants **FAU** and **STATE OF FLORIDA** are vicariously liable to Plaintiff for the conduct of Defendant **LANE KIFFIN** and Coach Love under the doctrine of *respondeat superior*.

69. The aforementioned fraudulent conduct of Defendant **LANE KIFFIN** combined and concurred with the tortious and wrongful conduct of all other named and fictitious defendants to cause Plaintiff to sustain the following damages:

- (a) Plaintiff was not provided the compensation promised to him under said contract;
- (b) Plaintiff and his wife were caused to resign from their then-current employment, thereby sustaining a loss of income;
- (c) Plaintiff has suffered mental anguish and emotional distress;
- (d) Plaintiff has expended sums of money in the form of travel expenses, lodging expenses, and other out-of-pocket expenses.

WHEREFORE, Plaintiff therefore demands judgment against each of the Defendants, jointly and severally, including the fictitious party Defendants, in a sum in excess of the jurisdictional limits of this court, to be determined by a jury, which will fairly and adequately compensate the Plaintiff for damages sustained. Further, Plaintiff requests that the jury selected to hear this case render a verdict for Plaintiff and against each Defendant, and that it award punitive damages in an amount which will adequately reflect the enormity of the Defendants' wrongful acts and which will effectively prevent other similar wrongful acts.

COUNT IV - BREACH OF CONTRACT

70. Plaintiff adopts and re-alleges all previous paragraphs as if set out in full herein.

71. Coach Wilson Love, as an employee/agent of Defendant **LANE KIFFIN**, Defendant **FAU**, and Defendant **STATE OF FLORIDA** offered to Plaintiff **ANTONIO CARTER** a position of assistant wide receivers and assistant strength and conditioning coach with FAU at the instruction of Defendant **LANE KIFFIN**.

72. At all times relevant hereto, Coach Wilson Love was acting within the line and scope of his employment/agency with Defendant **LANE KIFFIN**, Defendant **FAU**, and Defendant **STATE OF FLORIDA**.

73. Said offer was for a specified term of one year, calling for a \$40,000 salary, up to \$4,000.00 in relocation expense reimbursement, and eligibility for various bonuses. No other contingency or condition was placed on such offer.
74. Plaintiff **ANTONIO CARTER** accepted the offer, without modification or contingency. There was a binding legal contract upon such acceptance.
75. Defendant **LANE KIFFIN** subsequently ratified the aforementioned contract, representing to Plaintiff **ANTONIO CARTER** that his employment was “done” without concern for any future paperwork.
76. As head football coach of Defendant **FAU**, Defendant **LANE KIFFIN** had the authority and/or apparent authority to ratify such contract.
77. Plaintiff **ANTONIO CARTER** carried out his duties pursuant to said contract. However, Defendants **LANE KIFFIN**, **FAU**, and **STATE OF FLORIDA** breached said contract with Plaintiff **ANTONIO CARTER**.
78. The aforementioned breach by Defendants **LANE KIFFIN**, **FAU**, and **STATE OF FLORIDA** combined and concurred with the tortious and wrongful conduct of all other named and fictitious defendants to cause Plaintiff to sustain the following damages:
- (a) Plaintiff was not provided the compensation promised to him under said contract;
 - (b) Plaintiff and his wife were caused to resign from their then-current employment, thereby sustaining a loss of income;
 - (c) Plaintiff has suffered mental anguish and emotional distress;
 - (d) Plaintiff has expended sums of money in the form of travel expenses, lodging expenses, and other out-of-pocket expenses.

WHEREFORE, Plaintiff therefore demands judgment against each of the Defendants, jointly and severally, including the fictitious party Defendants, in a sum in excess of the jurisdictional limits of this court, to be determined by a jury, which will fairly and adequately compensate the Plaintiff for

damages sustained, including all consequential damages.

COUNT V - UNJUST ENRICHMENT

79. Plaintiff adopts and re-alleges all previous paragraphs as if set out in full herein.
80. Defendants **LANE KIFFIN, FAU, and STATE OF FLORIDA** have been unjustly enriched from the fruits of Plaintiff's labor. Despite the receipt and enjoyment of such benefits, Defendants **LANE KIFFIN, FAU, and STATE OF FLORIDA** have refused to compensate Plaintiff **ANTONIO CARTER** for his work, services, and expenses associated with his employment as assistant wide receivers coach and assistant strength and conditioning coach.
81. Plaintiff is entitled to equitable relief from Defendants **LANE KIFFIN, FAU, and STATE OF FLORIDA** in the form of reimbursement of his time, services, and expenses associated with his work to which Defendants reaped benefits.

WHEREFORE, Plaintiff therefore demands judgment against each of the Defendants, jointly and severally, including the fictitious party Defendants, in a sum in excess of the jurisdictional limits of this court, to be determined by a jury, which will fairly and adequately compensate the Plaintiff for his work, services, and expenses associated with his employment as assistant wide receivers coach and assistant strength and conditioning coach. Further, Plaintiff further demands judgment as to any and all other equitable relief available to Plaintiff under Alabama law, including but not limited to reasonable attorney's fees associated with the prosecution of this action.

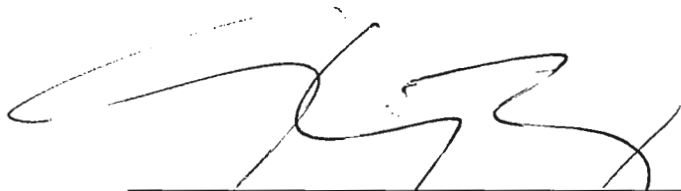
COUNT VI - QUANTUM MERUIT/QUASI CONTRACT

82. Plaintiff adopts and re-alleges all previous paragraphs as if set out in full herein.
83. Defendants **LANE KIFFIN, FAU, and STATE OF FLORIDA** took action to entice Plaintiff **ANTONIO CARTER** to work on their behalf, resulting in Defendants reaping benefits from the fruits of Plaintiff's labor.
84. Plaintiff **ANTONIO CARTER** undertook such work with a reasonable expectation for

compensation of his services.

85. Defendants **LANE KIFFIN, FAU, and STATE OF FLORIDA** knowingly accepted services rendered by Plaintiff **ANTONIO CARTER** and the benefit and result thereof, and therefore the law implies a promise on the part of the defendant to pay the reasonable value of such services rendered.
86. Despite the receipt and enjoyment of such benefits, Defendants **LANE KIFFIN, FAU, and STATE OF FLORIDA** have refused to compensate Plaintiff **ANTONIO CARTER** for his work, services, and expenses associated with his employment as assistant wide receivers coach and assistant strength and conditioning coach.
87. Plaintiff is entitled to equitable relief from Defendants **LANE KIFFIN, FAU, and STATE OF FLORIDA** in the form of reimbursement of his time, services, and expenses associated with his work to which Defendants reaped benefits.

WHEREFORE, Plaintiff therefore demands judgment against each of the Defendants, jointly and severally, including the fictitious party Defendants, in a sum in excess of the jurisdictional limits of this court, to be determined by a jury, which will fairly and adequately compensate the Plaintiff for his work, services, and expenses associated with his employment as assistant wide receivers coach and assistant strength and conditioning coach. Further, Plaintiff further demands judgment as to any and all other equitable relief available to Plaintiff under Alabama law, including but not limited to reasonable attorney's fees associated with the prosecution of this action.

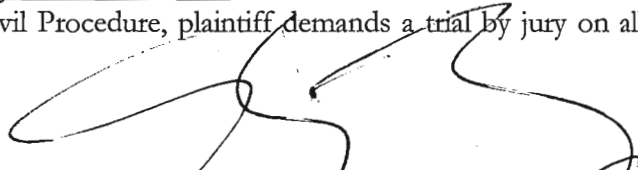


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JURY DEMAND

Pursuant to Alabama Rules of Civil Procedure, plaintiff demands a trial by jury on all counts herein in this action.



OF COUNSEL


REQUEST FOR CERTIFIED MAIL SERVICE BY CLERK

The plaintiff hereby requests that the clerk serve the following Defendant be served by certified mail, return receipt requested.

LANE KIFFIN
c/o FAU Athletics Department
777 Glades Road
Boca Raton, Florida 33431

FLORIDA ATLANTIC UNIVERSITY
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