

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

CLINTON PORTIS,

Plaintiff,

vs.

GREENBERG TRAURIG, P.A., and  
PAMELA S. LINDEN,

Defendants,

GENERAL JURISDICTION DIVISION

CASE NO.: 11-37299-CA

FILED FOR RECORD  
2011 NOV -9 PM 12:27  
CLINTON PORTIS  
GREENBERG TRAURIG P.A.  
PAMELA S. LINDEN  
GENERAL JURISDICTION DIVISION

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[Handwritten signatures]

**COMPLAINT**

Plaintiff, Clinton Portis, ("Portis"), by and through undersigned counsel, files this Complaint against Greenberg, Traurig, P.A. ("Greenberg Traurig") and Pamela S. Linden ("Linden"), and alleges:

**NATURE OF THE ACTION, JURISDICTION, VENUE, AND PARTIES**

1. This court has subject matter jurisdiction over this action insofar as this is an action for damages, which exceeds the sum of \$15,000.00, exclusive of costs, interest, and attorneys' fees.

2. Plaintiff, Clinton Portis is an individual, sui juris, who resides in Miami-Dade County, Florida. At all times relevant to this action, Portis was a football player with the National Football League and was subject to its Rules of Conduct.

3. Defendant Greenberg Traurig is a Professional Association organized and existing under the laws of the State of Florida. Greenberg's principal place of business is Miami-Dade County, Florida, but it also maintains other offices throughout the world.

4. Defendant Linden is an individual, sui juris, who resides in Palm Beach County,

SHAWNEE BELL

\*\*\* DRAFT \*\*\*  
DATE: 11/9/11  
TIME: 12:27 PM  
BY: [Signature]  
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Florida. At all relevant times, Linden was, and still is, a shareholder with Greenberg Traurig and works out of its Palm Beach office.

5. Pursuant to section 47.021 of the Florida Statutes, venue is appropriate in Miami-Dade County, Florida, because Greenberg's principle place of business is in Miami-Dade County, Florida.

### GENERAL ALLEGATIONS

6. Linden and Greenberg represented Portis in various matters since 2006. Each time, Linden was retained to represent Portis not by Portis directly, but by his then-financial advisors, Pro Sports Financial, Inc. ("Pro Sports"), through one of its officers/managers, Jeff Rubin ("Rubin"), Edward Rappaport ("Rappaport") and/or Rod Mack ("Mack"). Pro Sports, Rubin, Rappaport and Mack are collectively referred to herein as the "Pro Sports Advisors".

7. The Pro Sports Advisors had a very close relationship with Linden, which was never disclosed to Portis, and which clouded Linden's judgment in representing Portis. Because she was being retained by the Pro Sports Advisors, Linden acted as if they, and not Portis, were her clients. She acted in their best interests, and not in Portis' best interest.

8. Linden first represented Portis in 2006 when he purchased his home in Lighthouse Point.

9. Later, in late 2007, Linden was retained by the Pro Sports Advisors to represent Portis in connection with his potential investment in a real estate, entertainment, and gaming project in Dothan, Alabama that was originally known as the Country Crossing Casino (hereinafter, "Country Crossing Casino Project" or "the Project").

10. Portis' was first advised about the Country Crossing Casino Project by the principal of one of its development companies, Ronnie Gillie, and by the Pro Sports Advisors.

11. Specifically, the Pro Sports Advisors and Gillie told Portis that his investment in

the Project would be in the form of a loan that would be secured by real estate. They also told him that the loan would be repaid with interest, and that, as a result of the loan, he would also have an ownership interest in the Project. Linden was responsible for drafting loan documents that would adequately protect Portis' loan to the Project. Unfortunately, because of her very close relationship with the Pro Sports Advisors, and as a result of her own "interests" in the Project, she did not.

12. Instead, she drafted documents that gave all of the control over repayment of the loan to the Pro Sports Advisors (who are no longer Portis' financial advisors); the loan documents drafted by Linden gave Portis absolutely no control over the repayment of his own investment.

13. Linden also failed to warn Portis about the risks inherent in investing in the Project (it is likely prohibited under the NFL rules of conduct and placed him in a position to suffer devastating losses); she failed to disclose her very close relationship with the proponents of the investment in the Project; she failed to disclose that she had (or was promised) an interest in the Project; and she failed to properly obtain a waiver of the conflict of interest that arose out of her close relationship with Gilley and the Pro Sports Advisors.

#### **The Undisclosed Close Relationship between Pro Sports and Greenberg**

14. Pro Sports was in the business of providing financial advisory services, including but not limited to wealth management, investment advice, the sale of insurance and securities, business management services, tax planning services and bill paying services. Pro Sports was Portis' financial advisor from 2005 through 2008. Upon information and belief, Pro Sports is no longer in business.

15. Linden did a large volume of work for Pro Sports. She, and her firm, counseled the Pro Sports Advisors and represented them in many different matters and derived substantial

revenues through this representation. She actually spent a considerable amount of time in the offices of Pro Sports and was extremely friendly with its officers/manager, Rubin, Rappaport and Mack. This close relationship clouded Lindens' judgment and led her to place her own financial interests, and those of her friends at Pro Sports, ahead of Portis' interests. Upon information and belief, Linden stood to benefit financially as a result of Portis' investment in the Project. This was also never disclosed to Portis.

16. Linden knew that Portis played football in the National Football League and that, consequently, he was governed by the NFL rules of conduct. She also knew, or should have known, that the NFL Rules of Conduct likely prohibited Portis from investing in the Project. Linden should have advised Portis that he was prohibited from making the investment, but, for obvious reasons, did not. She also knew or should have known, and had the obligation to advise Portis, that the main source of revenue for the Project, electronic bingo, was not legal under Alabama law. Moreover, instead of structuring the transaction to adequately protect Portis' loan/investment in the Project, Linden structured the transaction to give all of the control to her close friends at Pro Sports. She even set up LLCs in Portis' name (without his permission or authority) and other LLCs for the Pro Sports Advisors to facilitate this control.

17. In September of 2007, the Pro Sports Advisors and/or Gilley convinced Portis to sign documents pledging his assets to guarantee debt for the Project. They also convinced him to purchase vacant lots adjacent to the Project and "invest these lots" in the Project. The Pro Sports Advisors assured Portis that he would not have to worry about paying the mortgage on these lots as they promised Portis that it would be paid by Gilley, the developer of the Project. As Portis' attorney, Linden had the duty to advise Portis of the substantial risks inherent in this investment – risks that were actually known to Linden. As discussed below, Linden breached this duty.

### Linden's Representation of Portis

18. In an e-mail dated October 4, 2007, Linden acknowledged that she did, in fact, represent Portis in his loan to the Project, and that the scope of her representation of investors [like Portis] was to "evaluate the possible legal structuring and protection of the potential investors who are clients of ours." A true and correct copy of the October 4, 2007 e-mail is attached hereto as Exhibit "A."

19. Linden further noted in that email that "[i]f the clients do invest, then we will have to discuss forming a partnership and prepare the necessary **documents in order to secure their investments** (note, mortgage, security agreement, etc. depending on the structure of the Project and investment)" (emphasis added). Unfortunately, she never formed the partnership, and never drafted a note or mortgage (or any other loan document) that would have provided Portis with the requisite security that she, herself, acknowledged she needed to provide.

20. Just nineteen days after Linden's email discussing the need to protect investors like Portis, on October 23, 2007, Rappaport sent Linden an email, that was received by her, stating that he had real concerns about Portis getting involved in the Project at all. A true and correct copy of the October 23rd email, produced by and redacted by Greenberg, is attached hereto as Exhibit "B" and is incorporated herein by reference. In the email, Rappaport told Linden, "**I have real concerns about it** [the Project] for everyone but [redacted] and [redacted] and Griffin" (emphasis added).<sup>1</sup>

21. These concerns clearly related to Portis' investment in Country Crossing as Rappaport further stated, "[redacted], [redacted], Clinton and [redacted] don't have the money. They are putting at risk an amount that exceeds their net worth" (emphasis added).

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<sup>1</sup> On the copy of the email provided by Greenberg, Greenberg redacted the names of other investors in the Project.

### Linden Fails to Warn Portis

22. In that same email, Rappaport advised Linden (and the others) that Portis and the other investors “. . . need to be sent a letter explaining that if this fails spectacularly, they could be sunk financially” (emphasis added). None of the Pro Sports Advisors ever sent Portis any letter explaining the substantial risks of investing in the Project and/or explaining Rappaport’s serious concern about the propriety of this investment for Portis. Linden also failed to provide any warning to Portis, or to make sure that the requisite warnings were provided.

23. Had Portis been properly informed and warned about investing in the Project at that early juncture, he would never have gotten involved at all. Linden, however, never even met with Portis a single time, and never even consulted with him to see that he was adequately warned. After all, the Project needed investors, and the Pro Sports Advisors (and Linden) benefited from Portis’ investment. The only one who lost was Portis.

24. Instead of providing the requisite warnings, or assuring that Portis was warned, Linden instead prepared a waiver of conflict letter for Portis to sign to waive the potential conflict of interest that resulted from Linden’s prior representation of Gilley (the developer of the Project) in other matters. In that letter, she never even mentioned her close relationship with the Pro Sports Advisors, who were also active proponents of the Project. The waiver of conflict letter dated December 4, 2007 from Pamela S. Linden to Clinton Portis (and others) is attached hereto as Exhibit “C.”

25. In that letter, Linden provided absolutely no warning to Portis about the investment in the Project, nor did she inquire as to whether any warning had been provided by others. Furthermore, Linden violated her ethical obligations insofar as Portis never signed the waiver of conflict letter and was never even advised about the potential conflict and Linden’s prior representation of Gilley. Linden also, upon information and belief, never advised Portis

that she had, or was promised, an interest in the Project.

26. Instead, Linden seemingly accepted the representation from Mack, one of the Pro Sports Advisors, that “he previously spoke to each investor and there is no issue.” Had Portis been advised of all the relevant information about Linden, he would have retained other counsel to represent his interests in his loan/investment. Had he been properly warned about the potential consequences of investing in the Project at the outset, he would never even have loaned or invested his funds, property, and credit in the Project at all.

27. In 2008, unaware of the dangers of the investment in the Project that were hidden from him, Portis loaned one million dollars to the Project. As discussed, Linden had the duty to form the partnership and draft the loan documents to secure this loan/investment. She breached this duty.

#### **Linden’s Failure to Protect Portis**

28. Instead, Linden created an LLC for Portis, without his knowledge or authorization, that she named CP Miami Group, LLC (“CP Miami”). Linden actually filed and signed the Articles of Organization for CP Miami designating Portis as the Managing Member and Rappaport as the Registered Agent for this LLC.

29. As discussed above, Portis believed his funds were to be personally loaned to the developer of the Project at that time, that he would have a direct ownership interest in the Project as a result of the loan, that the Project (or an affiliate) would repay the investment with interest, and that his investment was properly documented and secured by Linden.

30. Linden and the Pro Sports Advisors, however, had other ideas. Upon information and belief, Linden, under the guidance of the Pro Sports Advisors, set up a “series” of LLCs that gave Portis none of the protections that Linden was retained to provide. After she created CP Miami, she created an LLC called the Miami Pro Group for the Pro Sports Advisors. The

Florida Department of State public records shows that on or about March 2008, Linden filed Articles of Organization for the Miami Pro Group, LLC.

31. The Florida Department of State public records also shows that on or about March 2008, Linden simultaneously organized the Miami Pro Group Management, LLC ("Miami Pro Group Management"), which was listed as the Managing Member of Miami Pro Group, LLC. Rappaport is the managing member of each of these entities.

32. After recognizing the need to protect Portis, Linden structured the transaction to allow the Miami Pro Group and Miami Pro Group Management -- and not Portis -- to have the complete control over Portis' loan to the Project and the repayment of the loan.

33. Upon information and belief, the Miami Pro Group, and not Portis, is the payee under the loan documents prepared by Linden and is also the secured party under the mortgage securing repayment of the loan/investment. Accordingly, all control over the enforcement of Portis' loan rests in the hands of Rappaport, and not Portis. As discussed above, Rappaport is no longer involved in managing Portis' financial affairs, and is currently in Alpharetta, Georgia doing nothing to attempt to recapture Portis' loan. Because of Linden's negligence, Portis is virtually helpless.

34. Portis did not discover that he had absolutely no protection and no ownership interest in the Project until Greenberg provided one of Portis' attorneys with documents in 2011 evidencing Linden's breach of her obligations to Portis. Prior to that time, Greenberg, Linden and the Pro Sports Advisors concealed this information from Portis. Linden never told Portis anything at all about the structure that she had set up purportedly to secure repayment of his loan.

35. Only when the documents were finally provided to Portis, did he first discover that the money he invested in 2008 was used to purchase membership units in the Miami Pro Group, and not directly in the Project. He was also told that his money was not used as a direct



loan or direct investment in the Project but instead was placed in an account for the Miami Pro Group.

36. Linden had a duty to protect Portis and his loan to the Project which she breached first by failing to warn Portis about the risks of making the loan and/or guaranteeing debt for the Project and/or purchasing property that was also "invested" in the Project, and then by creating an ownership/investment structure in which Portis has absolutely no control or authority to take any action to attempt to recover his loan/investment to the Project.

37. Based upon her very own emails, Linden was retained to represent Portis to protect him [and other investors] from this very contingency. She did not. The documentation she created was at the direction of, and for the benefit of, the Pro Sports Defendants. It was never drafted to benefit or protect Portis.

38. Only after Portis authorized his one million dollar investment, and after he had invested land and guaranteed the repayment of certain debt for the project, did he discover that the Pro Sports Advisors also had a financial interest in the Project insofar as it was collecting regular management fees. He also discovered that fees and or commissions were paid, and gifts were given, to the Pro Sports Advisors related to the investments in the Project, including the fees and or commissions made off of his investment. Reports were also released and indictments were issued against parties involved with the Project for bribery of public officials to approve the Project and the gaming components.

39. The difficulties and problems that have arisen as a result of Linden's breach of her duties to Portis are now become readily apparent. In 2010, Country Crossing was raided by state authorities that shut down its electronic bingo operation, which was the primary source of its revenues. Although the Project has reopened under the name of Center Stage, and has tried to move forward with a different type of electronic bingo, the state attorney general has issued a

cease and desist order prohibiting even the new form of electronic bingo. Its survival is in dire jeopardy.

40. To make matters even worse, Rubin (Portis' former financial advisor that helped convince him to invest in the Project), is now the **CEO of Center Stage**, creating an extraordinary conflict of interest in terms of his willingness to compel repayment of Portis' loan from an entity he now controls; Rappaport would have to send a demand letter to Rubin, his close friend and former partner at Pro Sports, demanding repayment of the debt. No demand letter has been sent to date notwithstanding that the date for repayment of Portis' loan has come and gone. Upon information and belief, Rappaport actually previously agreed to extend the repayment date without Portis' knowledge or authority, and has done nothing to attempt to collect.

41. On or before Portis decided to invest his funds in the Project, Linden and Greenberg knew but failed to disclose to Portis the following material facts:

a) That the documents prepared by Linden transferred 100% control of decisions and management to Miami Pro Group, Miami Pro Group Management, and ultimately Rubin and/or Rappaport;

b) That Linden may have, directly or indirectly, held an ownership interest in the Project;

c) That Greenberg represented certain Indian Tribes and/or assisted the Indian Tribes in lobbying in the State of Alabama to prohibit gambling within the State of Alabama;

d) That Greenberg worked on prior anti-gambling Alabama lobbying efforts, even though Greenberg was advising Portis and knew that his investment returns were contingent on the continuation and success of legal gaming in Alabama;

e) That the electronic bingo, which was the profit center of the Project, was illegal in Alabama at the time Portis made his investment, and is still illegal as of the date of the filing of this action;

f) That the only gaming allowed in Alabama at the time that Portis made his investment was charitable bingo and that the profits from the gaming had to go for charitable purposes and were not permitted to be given to Portis as a return on his investment;

g) That they acted as attorneys for the Pro Sports Advisors, the Miami Pro Group and the Miami Pro Group related entities and managing members all related to the Casino Project;

h) The risks inherent with the investment, some of which are illustrated in the unexecuted Subscription Agreement prepared by Linden;

44. Defendants further failed to advise Portis that Defendants acted as attorneys for the developer of the Project, Ronnie Gilley, and his related entities. In 2011, Gilley pled guilty to corruption charges related to the Project

45. Linden should have advised Portis of the dangers of his investment in the Project, that it was unusually speculative and risky, and that he was relinquishing all control of his investment to Defendants' other clients with adverse interests.

46. Furthermore, as discussed herein, no disclosure or waiver was provided by Pro Sports or Greenberg to Portis concerning the fact that Greenberg and Linden were representing him as an investor in the Project, and, at the same time, representing Pro Sports in creating Limited Liability Companies that actually adversely affected his ability to effectively monitor his investment and collect the amounts owed.

#### **Vicarious Liability, Conditions Precedent and Attorneys' Fees**

47. All conditions precedent to the filing and maintenance of this action have been performed excused, satisfied or waived.

48. Greenberg is vicariously liable for Linden's negligence insofar as she at all times acted within the course and scope of her employment with Greenberg.

49. Plaintiff has been required to engage the services of the undersigned attorneys in this matter and is obligated to pay his attorneys reasonable fees for their services.

#### **COUNT I: NEGLIGENCE AGAINST GREENBERG AND LINDEN**

50. Portis incorporates and realleges paragraphs 1 through 50 of this Complaint as if

more fully stated herein

51. At all times material hereto, Defendants owed a duty to Portis to exercise that level of skill and care which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by similar and reasonably careful transactional lawyers who provide clients with advice about loans and investments like Portis' investment in the Project, and who draft documents to protect their clients' interest in these types of loans and transactions.

52. As discussed herein, the Defendants breached this duty by failing to warn Portis of the known dangers of his investment/loan and by failing to draft loan documents to adequately protect Portis' loan/investment. Had Portis been properly advised by Linden, he would not have invested in the Project at all.

54. As a direct and proximate result of Linden and Greenberg's negligence, Portis suffered damages.

WHEREFORE, Plaintiff, Portis demands judgment against Defendants Linden and Greenberg awarding compensatory damages, attorney's fees and costs, prejudgment and post-judgment interest, and any further relief that this Court deems just and proper.

**COUNT II: BREACH OF FIDUCIARY DUTY AGAINST GREENBERG AND**

**LINDEN**

55. Portis incorporates and realleges paragraphs 1 through 50 of this Complaint as if more fully stated herein

56. Linden and Greenberg breached their duty of loyalty owed to Portis by placing their interests, and the interests of the Pro Sports Advisors ahead of Portis' interests and by acting in a way that benefited them but harmed Portis.

57. Portis has suffered damages as a direct and proximate result of this breach.

WHEREFORE, Plaintiff, Portis demands judgment against Defendants Linden and

Greenberg awarding compensatory damages, attorney's fees and costs, prejudgment and post-judgment interest, and any further relief that this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

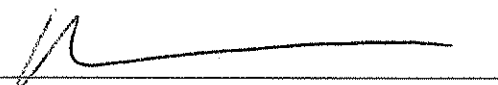
Portis demands a jury trial of those issues and claims so triable as a matter of law.

DATED: November 9<sup>th</sup>, 2011

Respectfully submitted,

**SIMKOVIC LAW FIRM, P.A.**  
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By: \_\_\_\_\_

  
**MARTIN S. SIMKOVIC**  
Florida Bar No.: 870625