

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23CV040918-590

ATLANTIC COAST CONFERENCE,

Plaintiff,

v.

BOARD OF TRUSTEES OF FLORIDA
STATE UNIVERSITY.

Defendants.

FIRST AMENDED COMPLAINT

NOW COMES the Plaintiff, the ATLANTIC COAST CONFERENCE (“the ACC” or “the Conference”), pursuant to N.C. Gen. Stat. § 1A-1, Rule 15(a) and, prior to a responsive pleading being served, amends its Complaint for Declaratory Judgment and files this First Amended Complaint against the Board of Trustees of Florida State University (“Florida State”):

Summary of Claims

This case involves Florida State’s serial breaches of critical legal promises and obligations which it made over the last 13 years to the ACC. In 2013 and 2016, Florida State, along with every other Member of the ACC, agreed to and executed a “Grant of Rights” in which it transferred the exclusive media rights to all its “home” games to the Conference (the “Media Rights”) through 2036. By aggregating their collective Media Rights in the Conference, the Members realized more value from those collective Media Rights than if they had each attempted to market them separately, and the media partners of the Conference were assured that they would have access to all home games of the Members throughout the length of the agreements. These aggregated Media Rights resulted in agreements and contracts between the ACC and ESPN that provided a predictable source of revenue to the ACC’s Members and which led to the creation of the ACC

Network. By the time these contracts end, the Conference will have distributed to its Members [REDACTED] Under these agreements, Florida State has received more than [REDACTED] to date, and will receive [REDACTED] more through 2036.

In signing the Grant of Rights and its amendment, Florida State promised that its Grant was “irrevocable” and “exclusive” through 2036. It further explicitly agreed that it would not “take any action, or permit any action to be taken by others subject to its control . . . that would affect the validity and enforcement” of the Grant of Rights. Moreover, Florida State, the Conference, and the other Member Institutions, guaranteed in [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Now, nearly 13 years after entering into the Grant of Rights, and after receiving more than [REDACTED] in distributions from media contracts, Florida State has chosen to breach its contractual obligations. It has violated its contractual promise not to challenge the validity or enforceability of the Grant of Rights. It has breached its promise that its Grant was “irrevocable” and “exclusive.” And it has deliberately released confidential information to the public from those agreements, something which it also agreed not to do. Put simply, Florida State takes the position that it is bound by a contract only so long as it chooses.

Despite its actions and clear, direct, and material conflict of interest, Florida State continued and continues to participate in the management of the Conference. Thus, Florida State participates in deciding fundamental policy questions for the Conference, even as it breaches its contracts and seeks to undermine the Conference’s objectives and purpose. Florida State’s actions,

and its continued participation in the governance of the Conference, violate its fiduciary obligations to the Conference.

Consequently, the ACC seeks a declaration that its Grant of Rights, which Florida State agreed to on two separate occasions, is valid and enforceable. It also seeks a declaration that Florida State is equitably estopped from challenging the validity or enforceability of the Grant of Rights or, alternatively, has waived the right to do so by knowingly executing the Grant of Rights and then accepting hundreds of millions of dollars in benefits for more than a decade. The Conference further seeks damages for the multiple breaches of contract that Florida State has committed and all necessary injunctive relief to prevent future breaches. Finally, the Conference seeks permanent injunctive relief to prevent Florida State from continuing to disclose confidential information and to prevent Florida State from continuing to breach its fiduciary obligations to the Conference under the ACC Constitution and Bylaws and North Carolina law.

I. Parties, Jurisdiction, and Venue

A. The Parties

The Atlantic Coast Conference

1. The ACC is an unincorporated nonprofit association under North Carolina law. The ACC currently has 15 Member Institutions: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Louisville, University of Miami, University of North Carolina at Chapel Hill, North Carolina State University, University of Notre Dame (except for Football), University of Pittsburgh, Syracuse University, University of Virginia, Virginia Polytechnic Institute & State University, and Wake Forest

University.¹ The ACC's Board of Directors has 15 voting members, including the President of Florida State University. Its headquarters and principal place of business is in Charlotte, Mecklenburg County, North Carolina. Since its inception over 70 years ago, the ACC's principal place of business and headquarters have been located in North Carolina.

2. As an unincorporated nonprofit association under North Carolina law, the ACC can sue in its own name and enter into contracts. N.C. Gen. Stat. § 59B-8. As an unincorporated nonprofit association, the ACC is a legal entity "separate from its members for the purpose of determining and enforcing rights, duties, and liabilities." N.C. Gen. Stat. § 59B-7(a). Consequently, the Conference may, acting on its own behalf, enforce its contractual obligations with one or more of its Member Institutions. N.C. Gen. Stat. § 59B-7(e).

3. The Conference is a party to the written contracts that form the subject-matter of this Complaint and is therefore entitled to seek a declaration of its rights and other legal relations under these written contracts under N.C. Gen. Stat. § 1-254.

Florida State University Board of Trustees

4. The Florida State University Board of Trustees is governed by the laws of the State of Florida. The Board of Trustees of Florida State ("Board of Trustees") oversees and manages the operations and affairs of Florida State University. According to its Mission Statement, Florida State University is an institution of higher education which aims to "preserve, expand, and disseminate knowledge in the sciences, technology, arts, humanities, and professions, while

¹ The ACC refers to its members as "Member Institutions," while its agreements with ESPN refer to the members as "Conference Institutions." "Member," "Member Institution," and "Conference Institution" will be used interchangeably in this Complaint.

embracing a philosophy of learning strongly rooted in the traditions of the liberal arts and critical thinking.”

5. Florida State is an ACC Member Institution. The Board of Trustees ratified and approved of Florida State becoming a Member Institution of the ACC.

6. In accordance with the laws of the State of Florida, the Board of Trustees has the authority “to contract and be contracted with, to sue and be sued, to plead and be impleaded **in all courts of law or equity.**” Fla. Stat. § 1001.72(1) (emphasis added). Moreover, by choosing to be a member of the ACC, a North Carolina unincorporated nonprofit association, Florida State consented and agreed that the ACC could sue it for its claims. N.C. Gen. Stat. § 59B-7(e) explicitly provides that an unincorporated association “may assert a claim against a member or a person referred to as a ‘member.’”

B. Personal Jurisdiction

7. Florida State is subject to the jurisdiction of the State of North Carolina in matters involving the ACC as a result of its continuous and systematic membership and governance activities within the ACC. These specific continuous and systematic actions in North Carolina arise out of its membership in and management of the Conference, and are the subject of this Amended Complaint. Consequently, this Court may exercise personal jurisdiction over Florida State pursuant to N.C. Gen. Stat. § 1-75.4(1)(d), (4), and (5).

8. Since 1991, Florida State has been an ACC Member Institution. Throughout this time, Florida State has regularly attended ACC meetings held in the State of North Carolina.

9. Because the ACC is a North Carolina unincorporated nonprofit association, each of its Member Institutions is responsible for managing and overseeing its operations. Florida State has played an active role in the administration of ACC affairs. The President of Florida State is a

Member of the Board of Directors, while Florida State's Athletic Director, like the Athletic Directors of all Member Institutions, attends Athletic Director meetings and serves on the Football and Basketball Committees. Each of Florida State's Head Coaches serves on the committee for his or her respective sport. Currently, Florida State officers or representatives serve on at least 11 committees governing and advancing the mission of the ACC. In the past decade, Florida State officers and employees have served on the following notable committees and in the following positions:

- a. Florida State's current president served on the Finance Committee (2022-2023), and its previous president served as chair of the Council of Presidents (2018-2019) and as a member of the Executive Committee (2018-2019);
- b. A Florida State faculty member served on the Executive Committee (2013-2017), as the president of the ACC (2015-2016), and its current president is currently on the Finance Committee (and participated as recently as December 12, 2023);
- c. The Florida State Athletic Director served on the Television or Media Committees from 2013 to 2023; and,
- d. A member of the Athletic Department served on the Finance Committee (2012-2013 and 2016-2020), as well as the Constitution and Bylaws Committee (2012-2014 and 2016-2018).

10. The Conference generally holds two meetings of the Board of Directors per month, with three of these meetings held in person annually, often in North Carolina. Three of the four most recent in-person Board of Directors meetings were held in North Carolina: Durham, North Carolina (September 2022), and Charlotte, North Carolina (February 2023 and May 2023); Florida State's President attended each of these meetings either via Zoom or in person.

11. The ACC's Board of Directors is responsible for selecting the ACC's headquarters. In 2022, the Board, including Florida State's President, voted unanimously to relocate the ACC's headquarters and principal place of business from Greensboro to Charlotte, North Carolina. In

doing so, the ACC, through its Board of Directors, accepted a financial incentive of \$15 Million created by the State of North Carolina, paid for by North Carolina taxpayers, and made available to an athletic conference that established or maintained its headquarters in North Carolina and held at least four men's and four women's basketball tournaments in North Carolina over the next ten years, and twenty other Championship events in North Carolina over the next twenty years. Session Law 2022-74, HB 103, Section 11.8(a). Thus, Florida State voted to accept benefits from North Carolina taxpayers through its role as a Member Institution of the Conference.

12. The contracts that Florida State is contesting, the Grant of Rights and amended Grant of Rights, are North Carolina contracts that arose out of Florida State's membership in the Conference. Florida State executed the Grant of Rights and transmitted its signature pages to the ACC in North Carolina. As set forth in this Amended Complaint and its exhibits, the Commissioner of the ACC did not execute the Grant of Rights or amended Grant of Rights until after each of the Member Institutions had signed. This final execution in North Carolina was the last act necessary for the formation of this contract and means that the Grant of Rights and amended Grant of Rights is a North Carolina contract governed by North Carolina law.

13. Between 2014 and 2016, the ACC entered into multiple agreements with ESPN² for the Media Rights ceded by the Grant of Rights. These agreements were not possible without the Media Rights ceded by the Grant of Rights.

14. These agreements included an Amended Multimedia Agreement in 2014 (which was superseded by a Restated and Amended Multimedia Agreement in 2016), and an agreement establishing the ACC Network as a joint venture. Under these agreements, ESPN has paid and continues to pay the Conference a [REDACTED] The

² "ESPN" refers to ESPN, Inc. and ESPN Enterprises, Inc.

Conference then allocates these [REDACTED] to its Member Institutions, including Florida State. Since signing the Grant of Rights agreement, Florida State has accepted more than [REDACTED] [REDACTED] in distributions under these agreements.

15. The Member Institutions of the Conference, including Florida State, specifically authorized the ESPN Agreements.

16. Four ACC Member Institutions are located in North Carolina, and Florida State frequently travels to North Carolina to compete in ACC-sponsored and administered athletic events and athletic competitions against these four North Carolina Member Institutions. Additionally, many of the ACC's championships are conducted, held, and administered in North Carolina. For reference, the ACC Football Championship Game has been held in Charlotte, North Carolina, 13 times since its inception in 2005, and Florida State has competed in this Championship five times, the last time occurring on December 2, 2023. Since 1991, the ACC's Men's and Women's Basketball Tournaments, in which Florida State regularly competes, have been held 25 times in North Carolina, including most recently in March 2023.

17. North Carolina law specifically authorizes an unincorporated association to "assert a claim against a member or a person referred to as a 'member.'" N.C. Gen. Stat. § 59B-7(e). By being a Member Institution in the Conference and engaging in the activities of participating as a Member Institution and managing the Conference, Florida State consented to jurisdiction in the North Carolina courts for claims that the Conference had against it.

18. To the extent relevant, the Conference further adopts by reference and incorporates the remaining paragraphs and attached Exhibits of this Amended Complaint as evidence of Florida State's specific consistent and systematic contacts with North Carolina arising out of its membership in the Conference.

C. Subject-Matter Jurisdiction

19. This Court has subject matter jurisdiction under N.C. Gen. Stat. §§ 7A-240 and 1-253 et seq.

20. This Court is authorized to declare the parties' rights and legal obligations and interpret the terms of the various contracts that are the subject of this Complaint.

21. Under the laws of the State of Florida, Florida State has waived sovereign immunity and consented to be sued when entering into contracts: the Florida State Board of Trustees has the authority "to contract and be contracted with, to sue and be sued, to plead and be impleaded **in all courts of law or equity.**" Fla. Stat. § 1001.72(1) (emphasis added). Florida State has thus waived sovereign immunity for the claims set forth in this Amended Complaint.

22. Florida State further consented to be sued in the State of North Carolina through its membership and leadership in the ACC, an unincorporated nonprofit association under North Carolina law, and under the plain language of Florida Statute § 1001.72(1), which permits Florida State to be sued in "all courts" regardless of the location of such courts.

23. Under the Uniform Unincorporated Nonprofit Association Act, each Member Institution of the Conference is responsible for oversight and administration of the Conference. N.C. Gen. Stat. § 59B-1, et seq. Section 59B-7(e) further provides that each Member Institution has standing to assert a claim by the Conference in its own name and sue on the Conference's behalf. In addition, the Conference is given the statutory right to make claims against any of its Members. Consequently, a member of an unincorporated association in North Carolina consents to be sued by the unincorporated association for any claims against it by the unincorporated nonprofit association. Florida State, in exchange for its Membership in the Conference, was granted the right to sue in North Carolina courts on behalf of the Conference. The Conference was

also given the explicit right to sue Florida State for any claims which it had arising out of Florida State's membership. Thus, the Conference has the right to make claims against Florida State in the courts of North Carolina. *See Farmer v. Troy University*, 382 N.C. 366, 370–71 (2022) *cert. denied* (No. 22-787 May 30, 2023) (state university consented to sue and be sued in the courts of North Carolina by registering as a nonprofit corporation where the North Carolina Act provided that nonprofit corporations could sue and be sued).

D. Venue

24. As of August 1, 2023, the ACC's headquarters and principal place of business are located in Charlotte, North Carolina. According to N.C. Gen. Stat. § 59B-13, for purposes of venue, the ACC is a resident of Mecklenburg County, North Carolina.

25. This matter involves a dispute over whether the Grant of Rights and amended Grant of Rights entered into by Florida State and the Conference in 2013 and amended in 2016 is a valid contract which granted Florida State's Media Rights to the ACC. Media rights are a form of intellectual property. N.C. Gen. Stat. § 7A-45.4(a)(5).

26. This matter further involves a dispute that will necessitate reference to and interpretation of the law governing corporations (including unincorporated nonprofit associations) under N.C. Gen. Stat. § 7A-45.4(a)(1).

27. The amount in dispute that is the subject of this request for declaratory exceeds \$5,000,000, as the total Media Rights subject to the ESPN contracts and agreements that Florida State breached amount to [REDACTED]

II. Factual Background

A. The Formation, Purpose, and Structure of the ACC

28. The ACC is the country's most successful collegiate academic and athletic conference.

29. The ACC has led the Football Bowl Subdivision conferences in the best average rank in the *U.S. News and World Report* rankings for the past 17 years.³ It has a graduation success rate of 96% for all of its sports, and 147 of the teams in the ACC had a 100% graduation success rate. Seven of its 15 present Members have graduation rates of more than 91% for Football.

30. In the past two years and across all sports, ACC athletic teams have won 20 NCAA championships (including 14 championships in 2023), more than any other conference. The Conference has placed the second highest number of teams in the College Football Playoff and won the second most national championships in Football over the past decade. In Men's Basketball, ACC teams appear in the Final Four on a consistent basis, and its programs have won more national championships than any other Conference over the past 30 years. In 2023, 24 ACC teams advanced to the finals or semi-finals of NCAA championships, and both the Men's Lacrosse and Women's Tennis Championships featured all-ACC finals. Eighteen ACC teams finished 2023 ranked first or second in the final 2023 polls, more than any other conference. The ACC sponsors 15 women's sports, the highest number among major conferences, and 28 sports overall.

³ In the most recent survey, 6 of the soon-to-be 18 Members of the Conference were ranked among the top 25 Universities in the country. No other FBS Conference had more than 3 universities in the top 25.

31. There are approximately 10,000 student-athletes participating in ACC-sponsored sports.⁴ More than 100 current or former ACC athletes from 15 sports are currently training on U.S. National Teams in an effort to qualify for the 2024 Olympics. At the 2023 FINA World Championships, 11 different ACC swimmers participated. Twenty-nine current and former ACC athletes represented nine countries at the 2023 Women's World Cup, five of whom played for the United States.

32. The ACC was founded on May 8, 1953, at the Sedgefield Inn near Greensboro, North Carolina. It consisted of seven Member Institutions: Clemson University, Duke University, the University of Maryland, the University of North Carolina, North Carolina State University, the University of South Carolina, and Wake Forest University.

33. On June 14, 1953, the charter members adopted the first set of bylaws and a constitution. The current ACC Constitution is attached as **Exhibit 1** to this Amended Complaint.

34. On December 4, 1953, the University of Virginia became the eighth Member Institution of the ACC. On May 28, 1954, the ACC elected its first commissioner and on July 1, 1954, the Office of Commissioner was established in Greensboro, North Carolina.

35. The ACC operated with eight Member Institutions until June 30, 1971, when the University of South Carolina withdrew.

36. Subsequently, the ACC expanded, adding the Georgia Institute of Technology in 1978, Florida State University in 1991, the University of Miami and Virginia Polytechnic Institute and State University in 2004, Boston College in 2005, the University of Notre Dame (except for

⁴ Beginning August 2, 2024, and with the addition of Stanford University, the University of California Berkeley, and Southern Methodist University, the ACC will have more than 12,000 student athletes.

Football), the University of Pittsburgh, and Syracuse University in 2013, and the University of Louisville in 2014.

37. Since August 1, 2023, the ACC’s headquarters and principal place of business have been located in Charlotte, North Carolina.

38. The General Purpose for the ACC is set forth in its Constitution:

It is the purpose and function of this Conference to enrich and balance the athletic and educational experiences of student-athletes at its member institutions to enhance athletic and academic integrity among its members, to provide leadership, and to do this in a spirit of fairness to all.

ACC Constitution § 1.2.1. **Exhibit 1** at p. 10.

39. One of the ACC’s governing principles is the concept of “Institutional Control.” Through its governing body, each Member Institution must conduct its athletic programs in accordance with ACC and NCAA rules and regulations. ACC Constitution § 1.3. **Exhibit 1** at p. 10. Therefore, each Member Institution is subject to the ACC’s rules and regulations.

40. The ACC is governed by a Board of Directors comprised of the presidents or chancellors of each Member Institution. A Chair and Vice-Chair are elected for two-year terms from among the Board of Directors’ members. The Conference also has non-Board officers, including the Commissioner (who serves as President), a Secretary, a Treasurer, and such additional officers as the Board of Directors may designate from time to time. ACC Constitution §§ 1.51, 1.5.2. **Exhibit 1** at pp. 12-15.

41. The ACC Constitution addresses the withdrawal or resignation of Member Institutions. ACC Constitution § 1.4.5. **Exhibit 1** at p. 12. Withdrawal or resignation is permitted with notice by August 15th for an effective withdrawal date of June 30th of the following year. Upon receiving notice of withdrawal, the Member Institution may be removed from the Board of

Directors and all committees if the Conference determines that a conflict of interest exists. In addition, the withdrawing Member Institution must make a payment equal to three times the total operating budget of the Conference as of the date of the official withdrawal notice. The withdrawal payment may be deducted from distributions received by the withdrawing institution, but any remainder is due in full within 30 days of the withdrawal's effective date.

B. The ACC's 2010 Multi-Media Agreement with ESPN and the 2012 Amendment to the 2010 Multi-Media Agreement

42. On July 8, 2010, the ACC entered into its first Multi-Media Agreement with ESPN ("2010 Multi-Media Agreement") with the unanimous approval of its Member Institutions (including Florida State). Under the 2010 Multi-Media Agreement, the ACC granted ESPN the exclusive distribution rights to home or Conference-controlled Football Games, Men's Basketball Games, Women's Basketball Games, and Olympic Sports.

43. In exchange, ESPN agreed to pay the Conference a [REDACTED] beginning in [REDACTED] [REDACTED] which would [REDACTED] the 2010 Multi-Media Agreement.

44. In 2012, through an Amendment and Extension Agreement, the ACC and ESPN agreed to extend the term of the 2010 Multi-Media Agreement until 2027, increasing the [REDACTED] [REDACTED] to be paid such that, by the end of the term, ESPN would pay the ACC (for distribution to its Member Institutions) [REDACTED] annually.

45. Florida State's President was authorized to vote for and approve the 2010 Multi-Media Agreement on behalf of Florida State.

46. Florida State authorized, ratified, and otherwise approved the 2010 Multi-Media Agreement and Amendment.

C. The Withdrawal Payment and Alternative Performance

47. Following the approval of the 2010 Multi-Media Agreement, the Conference revised the withdrawal payment and alternative performance that a withdrawing Member must make if it chose to leave the Conference.

48. During a meeting of the Council of Presidents (now Board of Directors) on September 11-12, 2012, there was extensive discussion concerning whether the withdrawal payment and alternative performance should be increased to better protect the Conference from the potential negative impact that a withdrawal of a Member could cause, as well as to more appropriately compensate the Conference for some of the potential losses.

49. During this meeting, a media consultant provided information concerning the potential lost revenue to the Conference in the event a Member withdrew. That assessment indicated that the lost revenue in 2012 could range from \$6 Million to \$18 Million per year depending on the identity of the withdrawing Member - - and that these losses would occur over then 12-year life of the Media agreement, for a total of \$72 Million to over \$200 Million. These projected losses only reflected the loss of certain Media Rights payments.

50. The Council of Presidents further discussed the fact that other losses would also occur if a Member withdrew, ranging from NCAA Men's Basketball Tournament revenues (which are distributed over time on a unit basis), the potential inability to honor bowl agreements, lost revenues on individual campuses from ticket sales, and the harm to the Conference's reputation, image, and national brand.

51. Given the extent of potential loss if a Member withdrew, and while a recommendation was made to increase the amount of the withdrawal payment from 1 ¼ to 3

times the Conference's annual operating budget, this increase was still insufficient to address the potential losses caused by withdrawal.

52. As a result of these discussions, the Council of Presidents voted to increase the withdrawal payment to 3 times the Conference's annual operating budget.

53. Thus, the withdrawal payment is simply a vehicle through which a Member may choose to terminate its membership in the Conference by meeting the payment obligations rather than continuing to meet the obligations of a Member. It thus constitutes a form of alternate performance under the ACC Constitution and Bylaws and represents a fraction of the losses that would be caused to the Conference by the withdrawal of a Member.

D. The 2013 Grant of Rights

54. In 2012, the University of Maryland announced its withdrawal from the ACC. In the same year, the ACC elected to add the University of Notre Dame (except for Football), the University of Pittsburgh, Syracuse University, and the University of Louisville as Member Institutions. Concurrently with these membership modifications, the ACC and ESPN began negotiations to amend the 2010 Multi-Media Agreement.

55. During this time period, other collegiate athletic conferences began to experience significant instability and realignment, which continues to this day. At this time, the Southeastern Conference ("SEC") added the University of Missouri and Texas A&M University (from the Big 12 Conference), while the Big Ten Conference added the University of Maryland (from the ACC), Rutgers University (from the Big East Conference) and the University of Nebraska (from the Big 12 Conference). The Pac-12 Conference and the Big 12 Conference were undergoing a similar realignment.

56. The instability and realignments in other college athletic conferences necessitated that, in order to secure a long-term media rights agreement and thus ensure the payment of predictable sums over time, the media rights granted had to be stable and constant over the same period of time. This stability provides ESPN with certainty regarding the games (and their participants) it has a right to broadcast, and it provides each of the Conference's Member Institutions with certainty regarding the annual revenue that it can anticipate throughout the term of the agreement.

57. To facilitate this stability and certainty, each Member Institution that remained in or intended to join the ACC, including Florida State, entered into a written Grant of Rights agreement. Florida State did so on April 19, 2013. This Grant of Rights agreement is attached as **Exhibit 2** to this Amended Complaint.

58. The Grant of Rights agreement is a written contract between the Member Institutions and the Conference in which each Member Institution granted the Conference its Media Rights⁵ and, in exchange, on behalf of the collective Member Institutions, the Conference negotiated revisions to the 2010 Multi-Media Agreement to increase the [REDACTED] paid. The Conference then distributed the funds to the Member Institutions.

59. The Grant of Rights was intended to provide the necessary commitments for long-term agreements with ESPN by providing an assurance that the collection of Media Rights ceded to ESPN would remain unchanged if a Member Institution left the Conference. This thus bound the Member Institutions to one another, to the Conference, and ultimately to ESPN in a partnership.

⁵ These rights are for "home" games. A "home" game is any game which is either played at a Member's home location or in which the Member is designated as the "home" team.

60. By aggregating the Media Rights from each Member Institution, the Conference was able to increase the total value of those rights as opposed to the situation in which each Member, individually, was forced to negotiate and enter into individual agreements to broadcast those rights.

61. As set forth in the Grant of Rights agreement, in order to negotiate for increased payments for the Media Rights to be granted to ESPN, “each of the Member Institutions [including Florida State] is required to, and desires to, irrevocably grant to the Conference, and the Conference desires to accept from each of the Member Institutions, those rights granted herein.”

Exhibit 2 at p. 1.

62. The Grant of Rights further stipulated that it was irrevocable and exclusive for the duration of the ESPN agreement, regardless of whether a Member Institution withdrew from the Conference:

Grant of Rights. Each of the Member Institutions hereby (a) irrevocably and exclusively grants to the Conference during the Term . . . all rights (the “Rights”) necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the ESPN Agreement, *regardless of whether such Member Institution remains a member of the Conference during the entirety of the Term*

Exhibit 2 at p. 2 ¶ 1 (emphasis added). This was repeated in ¶ 6:

Acknowledgements, Representations, Warranties, and Covenants. Each of the Member Institutions acknowledges that the grant of Rights during the entire Term is irrevocable and effective until the end of the Term *regardless of whether the Member Institution withdraws from the Conference during the Term or otherwise ceases to participate as a member of the Conference* in accordance with the Conference’s Constitution and Bylaws.

Exhibit 2 at p. 3 ¶ 6 (emphasis added).

63. The rights granted under the Grant of Rights by each Member Institution of the ACC included “the right to produce and distribute all events of such Member Institution that are subject to the ESPN Agreement,” with each Member Institution acknowledging that the Conference “owns or will own the copyrights” associated with the rights granted to the Conference. **Exhibit 2** at p. 2 ¶¶ 1, 2.

64. The Grant of Rights further provided that each Member Institution “covenants and agrees that . . . it will not take any action, or permit any action to be taken by others subject to its control, . . . or fail to take any action, that would affect the validity and enforcement of the Rights granted to the Conference under this Agreement.” **Exhibit 2** at p.3 ¶ 6.

65. In short, each Member Institution agreed (1) to grant its athletic Media Rights to the Conference, (2) to make this grant irrevocable for the duration of the term of Grant of Rights, and (3) not to take any action that would affect the validity of the Grant of Rights or otherwise contest its validity.

66. Florida State agreed to and executed the Grant of Rights on April 19, 2013.

67. Florida State’s President was authorized to agree to and execute the Grant of Rights on April 19, 2013 on behalf of Florida State.

68. The Grant of Rights contains a specific acknowledgement and warranty that the President of Florida State was authorized to agree to and execute the Grant of Rights:

[E]ach Member Institution represents and warrants to the Conference (a) that such Member Institution either alone, or in concert with an affiliated entity . . . has the right, power and capacity to execute, deliver and perform this Agreement . . . (b) that execution, delivery and performance of this Agreement . . . have been duly and validly authorized by all necessary action on the part of such Member Institution.

Exhibit 2 at p.3 ¶ 6.

69. On April 22, 2013, following the execution of the Grant of Rights by all Member Institutions, the ACC accepted and executed the Grant of Rights in Greensboro, North Carolina, with the signature of its Commissioner.

E. The 2014 Second Amendment to the Multi-Media Agreement

70. Relying on the irrevocable and exclusive Grant of Rights, the Conference negotiated the Second Amendment to the 2010 Multi-Media Agreement, which went into effect on June 24, 2014. In addition to incorporating the changes in the ACC's membership, this amendment also increased the [REDACTED]. By the end of the term, 2026-2027, the total fees paid to the Conference under this agreement would have been in the hundreds of millions of dollars.

71. The increase in the fees paid to the Conference, which were then distributed by the Conference to the Member Institutions (including Florida State), is good and valuable consideration in support of the Grant of Rights.

72. The Second Amendment to the 2010 Multi-Media Agreement contained a specific representation and warranty from the Conference to ESPN [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Attached as **Exhibit 3** to this Amended Complaint is the relevant portion of the Second Amendment to the 2010 Multi-Media Agreement

[REDACTED]

73. Following the ACC’s acceptance of Florida State’s Grant of Rights in 2013 and the implementation of the Second Amendment to the 2010 Multi-Media Agreement in 2014, Florida State received its pro rata share of the [REDACTED] payments from ESPN, totaling [REDACTED] of dollars. At no point did Florida State reject the distributions it received or contest the legality of the Grant of Rights it executed that made the Second Amendment to the 2010 Multi-Media Agreement possible.

74. Indeed, at this time, one member of the Board of Trustees of Florida State commented, “I was in concert with [Florida State] President Barron that this was the best thing that could happen. . . . It ensures that we don’t lose any members. Nobody can afford to leave now.”⁶

75. Another member of the Board of Trustees of Florida State commented,

What is on the minds of a lot of people is, is the ACC the conference that gives us the best opportunity to compete over the long term? . . . At the end of the day, I think the ACC negotiated a good deal with ESPN and levels the playing field with the rest of the conferences.⁷

Florida State’s President also commented,

The added resources coming to the ACC schools will have a significant impact on the success of our athletic programs. . . . We are also very pleased that we will be moving forward on the next phase of developing an ACC network. The vote of the ACC presidents will ensure that the conferences will strengthen its position of leadership among Division I Athletics.⁸

⁶ “Anatomy of One School’s Role in ACC Media Rights Deal,” *USA Today* (April 25, 2013), available at <https://www.usatoday.com/story/sports/college/2013/04/25/acc-commissioner-john-swofford-lobbies-florida-state-grant-of-rights/2113527/>.

⁷ *Id.*

⁸ “ACC Schools Agree to Grant TV Rights to League,” *AP News* (April 22, 2013), available at <https://apnews.com/acc-schools-agree-to-grant-tv-rights-to-league-fd6dae3c385d4b2bbe2dce53757a6971>.

76. In addition to entering into the Grant of Rights, the ACC's Member Institutions voted unanimously to amend the ACC's Bylaws to confirm that, pursuant to the Grant of Rights, the Member Institutions granted the ACC the right to market the Member Institutions' media and related rights. The ACC Bylaws as amended are attached to this Amended Complaint as **Exhibit 4. ACC Bylaws § 2.10.1**

F. The 2016 Agreements

77. In the years following, and into 2016, the ACC sought to generate additional revenue for its Members through a network partnership with ESPN. Because the Conference had already granted ESPN its Media Rights, the Conference sought a partnership with ESPN to establish the ACC Network, broadcast more ACC events, and share in the revenues from this new network.

78. As part of these agreements, ESPN agreed to extend and increase the [REDACTED] until the establishment and launch of the ACC Network, which ultimately took place in 2019. On July 21, 2016, the parties executed an Amended and Restated ACC-ESPN Multi-Media Agreement ("2016 Multi-Media Agreement") and an ACC-ESPN Network Agreement ("ACC Network Agreement") (together "the ESPN Agreements"). Throughout the duration of these agreements, the ACC will receive [REDACTED] to distribute to its Members in the form of [REDACTED] payments, Media Rights payments, and revenues from the ACC Network.

79. Similar to the Second Amendment to the 2010 Multi-Media Agreement, the 2016 Multi-Media Agreement contained a warranty by the Conference [REDACTED]

WARRANTIES

20.1 By Conference. [REDACTED]

80. The Conference further warranted that [REDACTED]

[REDACTED]

[REDACTED] A copy of the Multi-Media Agreement warranties provision is attached to this Amended Complaint as **Exhibit 5**.

81. The ACC Network Agreement included a similar warranty:

WARRANTIES

12.1 By Conference. [REDACTED]

82. In addition, under the ACC Network Agreement, the Conference warranted that

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] A copy of the ACC Network Agreement warranties provision is attached to this Amended Complaint as **Exhibit 6**.

83. In preparation for entry into the ESPN Agreements, on July 18, 2016, each Member Institution executed an “Amendment to Atlantic Coast Conference Grant of Rights Agreement” (“Amended Grant of Rights”). A copy of the Amended Grant of Rights is attached to this Amended Complaint as **Exhibit 7**.

84. As a condition for entering into the 2016 Multi-Media Agreement and the agreement establishing the ACC Network, the Amended Grant of Rights states, “ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Original Grant Agreement to extend the term thereof.” **Exhibit 7** at p. 1.

85. The Amended Grant of Rights stipulates that the terms and conditions of the Grant of Rights “remain in full force and effect” unless “specifically modified by this Amendment.”

86. The Amended Grant of Rights did not modify the Grant of Rights provisions in which each Member Institution irrevocably assigned its Media Rights to the Conference, regardless of whether it remained a Member of the Conference, and agreed not to take any action that would affect the validity of the Grant of Rights.

87. The Amended Grant of Rights did extend the “Term” of the Grant of Rights from June 30, 2027 to June 30, 2036.

88. This extension was necessary in order to establish and operate the ACC Network through 2036. [REDACTED]

[REDACTED]

[REDACTED]

89. The Grant of Rights was further necessary to provide content to the ACC Network for as long as that Network operated. Absent certainty as to the duration of the Grant of Rights, the ACC and ESPN could not establish the ACC Network, nor market it to cable providers. Consequently, the term of the Grant of Rights was extended to be coterminous with the life of the ACC Network under the Network Agreement.

90. As part of the extension of the Grant of Rights necessary to implement the 2016 Multi-Media Agreement and the ACC Network Agreement, ESPN agreed to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] providing a predictable and substantial source of revenue.

91. Before the execution of the Amended Grant of Rights and the ESPN Agreements, the Conference held a number of meetings with legal counsel for its Members, with the Presidents, with the Athletic Directors, and with the Faculty Athletics Representatives (“FAR”).

92. These meetings were in addition to on-campus meetings with various Presidents, campus stakeholders, and conference calls with attorneys for the Members.

93. For example, on June 22, 2016, the Conference held a meeting of the FARs including the FAR for Florida State, who chaired the meeting. After being briefed on the provisions of the ESPN Agreements, the FARs (including Florida State’s FAR) voted unanimously to move forward with the Agreements. The FARs were further advised that counsel for the ACC would be leading a call on June 24, 2016, with counsel for each Member to review the Amended Grant of Rights.

94. On June 23, 2016, the Council of Presidents met to discuss the Amendment to the Grant of Rights and the ESPN Agreements. Florida State's then-President attended that meeting.

95. The then-President of ESPN also attended the June 23 meeting and described ESPN's perspective on and the necessity for the new agreements.

96. The Conference's media consultant also gave the Presidents a review of the terms and conditions of the ESPN Agreements.

97. During the same meeting, the Presidents were advised that their attorneys would be holding a conference call with the counsel for the Conference to discuss the Amended Grant of Rights the next day, June 24, 2016.

98. On June 24, 2016, counsel for the Conference held conference calls with the attorneys for the Members to discuss the Amended Grant of Rights.

99. On June 28, 2016, Florida State accepted and executed the Amended Grant of Rights, extending the term of the Grant of Rights until June 30, 2036.

100. Florida State's President was authorized to enter into and accept the Amended Grant of Rights on behalf of Florida State.

101. On July 11 and 12, 2016, and before the Conference accepted the Amended Grant of Rights, a series of additional meetings were held to discuss the details of the ESPN Agreements. These included a meeting of the Council of Presidents that was attended by Florida State's then-President, and a meeting of the Conference's Television Committee attended by Florida State's Athletic Director, and its FAR.

102. At these meetings, the general terms of the agreements were reviewed with each Member Institution through its representatives, including Florida State.

103. Subsequently, each Member Institution, including Florida State, ratified the 2016 Multi-Media Agreement and the ACC Network Agreement.

104. Florida State's then-President was authorized to ratify and otherwise enter into and approve the 2016 Multi-Media Agreement and the ACC Network Agreement on behalf of Florida State.

105. After each Member Institution agreed to and executed the Amended Grant of Rights, the ACC accepted the amendment on July 18, 2016, in Greensboro, North Carolina, through the signature of its Commissioner.

106. The terms and conditions of the 2016 Multi-Media Agreement and the ACC Network Agreement are confidential. Both agreements stipulate that their terms and conditions cannot be disclosed to the public and impose a confidentiality obligation on the Conference.

107. Thus, the 2016 Multi-Media Agreement and ACC Network Agreement provide that "each party shall maintain the confidentiality of this Agreement and its terms." 2016 Multi-Media Agreement ¶ 25.11; ACC Network Agreement ¶ 18.11. This portion of these agreements is attached to this Amended Complaint as **Exhibits 8 and 9**.

108. The ESPN Agreements further permit disclosure of the Agreements to each "Conference Institution, provided that each Conference Institution shall agree to maintain the confidentiality" of the Agreements. **Exhibits 8 and 9**.

109. The increased fees received by the Conference in connection with the ACC Network Agreement and the 2016 Multi-Media Agreement, including [REDACTED], which have been and will continue to be distributed by the Conference to its Members, is good and valuable consideration in support of the Amended Grant of Rights.

G. Under the Grant of Rights, Amended Grant of Rights, and ESPN Agreements, Florida State Athletics Experiences Unprecedented Success

110. Since the execution of the Amended Grant of Rights, the entry into the 2016 Multi-Media Agreement (and extension of the option), the establishment of the ACC Network, and the payment of a [REDACTED] by ESPN, Florida State has received more than [REDACTED] and the ACC as a whole has received more than [REDACTED]

111. Florida State's distributions from the ACC more than doubled over the 9-year period between its agreement to enter into the Grant of Rights and June 30, 2023. Over the past year alone, Florida State's distributions increased by nearly 20% over the prior year.

112. Since the 2013 execution of the Grant of Rights, and as a direct result of the stability provided by the ESPN Agreements under the Grant of Rights and Amended Grant of Rights, Florida State has prospered both financially and on the field. Florida State currently has 20 athletic teams with 530 student-athletes. Since 2013, Florida State (1) won a national championship in Football, (2) won four national championships in Women's Soccer, (3) won a national championship in Softball, (4) participated in the College Football Playoff, (5) made three "Sweet Sixteens" and one "Elite Eight" appearances in Men's Basketball, (6) made three "Sweet Sixteens" and two "Elite Eight" appearances in Women's Basketball, (7) finished as the national runner-up in Softball, (8) finished as the national runner-up two times and made the national quarterfinals six other times in Women's Soccer, (9) made two College World Series appearances in baseball, and (10) made three "Sweet Sixteen" appearances in Women's Volleyball. Upon information and belief, in 2022, Florida State's athletic department ranked 15th in the nation among public universities in total revenue, with \$161,141,884.⁹

⁹ *NCAA Finances: Revenue and Expenses by School*, <https://sports.usatoday.com/ncaa/finances>

H. Florida State Seeks Unequal Revenue Distribution

113. In July 2021, both the University of Texas and the University of Oklahoma announced their plans to withdraw from the Big 12 Conference to join the SEC beginning in 2025.¹⁰ The date of their noticed withdrawal coincided with the termination of the Grant of Rights agreement for the Big 12, leaving the University of Texas and the University of Oklahoma free to market those rights.

114. Neither of these schools sued the Big 12 nor sought to breach their legal obligations or their grant of rights.

115. In July 2022, both the University of California at Los Angeles (“UCLA”) and the University of Southern California (“USC”) announced their plans to withdraw from the Pac 12 Conference to join the Big Ten Conference effective August 2024. The date of their withdrawal coincided with the termination of the Pac-12’s rights agreements, leaving UCLA and USC free to market those rights.

116. In August 2022, Florida State’s President, “comment[ing] on where the Seminoles stand in conference realignment,” said: “It’s something I’m spending a lot of time on and we’re getting a lot of help. . . . We’re trying to do anything we can to think about how we remain competitive. Florida State is expected to win. We’re going to be very aggressive.”¹¹

¹⁰ Each subsequently negotiated an earlier withdrawal date from the Conference.

¹¹ *FSU President says Seminoles will be “very aggressive” in conference realignment*, NOLEGAMEDAY (Aug. 21, 2022), available at <https://www.si.com/college/fsu/football/fsu-president-says-seminoles-will-be-very-aggressive-in-conference-realignment>.

117. At a meeting of the Board of Trustees on February 24, 2023, Florida State’s Board openly discussed withdrawing from the Conference and the cost of the withdrawal payment in order to facilitate a move to another conference in order to receive more money.

118. During that meeting, Florida State’s Athletic Director expressed concern about the “revenue gap” that would develop between Florida State and members of the SEC and Big Ten. He stated: “At the end of the day for Florida State to compete nationally, something has to change moving forward.”¹²

119. In response, one member of the Board of Trustees inquired about withdrawing from the ACC, which resulted in the following reported exchange:

One trustee questioned whether or not a buyout to leave the ACC was “even feasible.”

“That is an excellent question,” Carolyn Egan, FSU’s vice president for legal affairs and general counsel, responded.

According to Egan, the ACC’s exit fee is three times its annual operating budget. That equals \$120 million.

If FSU could make up \$30 million per year,” a trustee asked, “does that mean the Seminoles would break even in about four years?

“Hypothetically,” Alford replied.¹³

¹² *FSU fires warning shot to ACC: “Something has to change”*, TAMPA BAY TIMES (Feb. 24, 2023), available at <https://www.tampabay.com/sports/seminoles/2023/02/24/fsu-football-florida-state-acc-conference-realignment/#:~:text=A%20trustee%20asked%20whether%20a,wasn't%20%E2%80%9Cno.%E2%80%9D&text=Florida%20State's%20board%20of%20trustees,and%20Big%20Ten%2C%20or%20else.>

¹³ *Id.*

120. As a result of this meeting, Florida State’s Athletic Director began to advocate for more money for the university through unequal sharing of revenue. “We have to do something,” he said, after previously claiming that Florida State’s “brand” entitled it to more revenue.¹⁴

121. At the same time, Florida State advocated for unequal payments for it as a consequence of its “brand.”

122. In response, on May 17, 2023, the Conference endorsed the concept of distributing a larger share of post-season revenues to the Members that generated those revenues, rather than equally among all Members. This was the first time in the Conference’s 70-year history that it had agreed to any form of unequal revenue distribution among Members.

123. Following this change, Florida State’s Athletic Director stated: “I’m thrilled with the work and the direction that it’s going. . . . Step in the right direction. We’re not going to ever cover the entire gap, but it will allow you to be competitive.”¹⁵ He then claimed: “We’re thrilled about being in this league, and we want to stay in it.”¹⁶

124. However, shortly after its Athletic Director’s public remarks, Florida State began to demand more, advocating for an unequal share of *all Conference revenue*, not just revenue generated by athletic success: “If you have success, you are rewarded for it. At the same time, I

¹⁴ *FSU, Clemson, Pushing for New ACC Revenue Model*, THE STUART NEWS (May 16, 2023).

¹⁵ *ACC leadership touts progress in trying to address financial gap with the Big Ten and the SEC*, AP NEWS (May 17, 2023), available at <https://apnews.com/article/acc-revenue-sec-big-ten-0801204ef4a928cc89348af081b2d1d7>.

¹⁶ After exploring situation, UM, FSU, others expected to stay in ACC, with new revenue deal, MIAMI HERALD (May 17, 2023), available at <https://www.aol.com/exploring-situation-um-fsu-others-210328299.html>.

believe the media value should also be changed and divided differently, and right now, that's not being looked at.”¹⁷

125. Despite the Conference's willingness to explore new revenue distribution models to reward success, Florida State sought to claim the largest share of revenue, asserting that “We're one of the best media value teams in the United States. We in many ways . . . help to carry the value of the media rights in the ACC.”

I. Florida State Creates a Plan to Breach its Agreements and Disclose Confidential Information

126. Upon information and belief, and before the filing of a Complaint in Florida, Board of Trustees had decided on a course of action in which Florida State would leave the Conference.

127. Florida State has a right to withdraw from the Conference under the ACC Constitution provided that it meets certain obligations. The ACC Constitution requires that a withdrawing Member notify the Conference on or before August 15 to make a withdrawal effective as of June 30 the following year.

128. One of the purposes of this notice period is to permit scheduling changes among the remaining Members and address other logistical issues.

129. The Board of Trustees held a regularly scheduled meeting on August 2, 2023.

130. The last hour of this meeting was dominated by a discussion on Florida State's membership in the Conference.

¹⁷ *AD Alford Cautiously Optimistic on ACC Plan for Revenue*, ORLANDO SENTINEL (May 27, 2023).

131. At this meeting, the President of Florida State informed the Board of Trustees that the university would “consider very seriously leaving the ACC unless there is a radical change to the revenue distribution.”¹⁸

132. During this same meeting, another trustee claimed that “[u]nless something drastic changes on the revenue side at the ACC, it’s not a matter of if we leave. In my opinion, it’s a matter of how and when we leave.” For Florida State, “[s]ports is no longer an extracurricular activity at the university level. It’s big business. So if you want to participate in big business, you need to invest accordingly. *So we need to do whatever is necessary.*” (emphasis supplied).

133. A copy of a transcript of this Board of Trustees Meeting is attached as **Exhibit 10** to the Amended Complaint.

134. By this time, Florida State had either already created or was in the process of creating a plan to challenge the Grant of Rights agreements.

135. The day before the Board of Trustees meeting on August 2, the Chair of the Board stated in an interview that with regard to the Grant of Rights, “[W]e have a very good handle on what our risks are under that document, what our opportunities are under that document. And that’s the least of my worries. . . . We have gotten a lot of counsel on that document and that will not be the document that keeps us from taking action.” A copy of a transcript of this interview is attached as **Exhibit 11** to the Amended Complaint.

136. In short, before filing its Complaint in Florida, Florida State had determined that it would not be bound by its promises and obligations in the Grant of Rights or Amended Grant of Rights, or the promises and obligations in any agreement based on the Grant of Rights or Amended Grant of Rights, including the ESPN Agreements.

¹⁸ Remarks of President McCullough to Board of Trustees, August 2, 2023.

137. Upon information and belief, as part of this plan, Florida State further determined that it would not be bound by the withdrawal provisions of the ACC Constitution, and in particular, the alternative performance specified by the withdrawal payment.

138. In preparation for the actions set forth in this Complaint, Florida State, through counsel, reviewed the Multi-Media Agreement and the ACC Network Agreement at the ACC's headquarters in North Carolina on October 7, 2022, January 4, 2023, and August 1 and 2, 2023.

139. On each of these occasions, Florida State was provided access to the ESPN agreements. But before being provided access, and as a condition for such access, Florida State was advised that the information in the ESPN Agreements was confidential.

140. For example, on August 2, 2023, the General Counsel for the ACC informed a member of Florida State's legal team, that the documents provided for review "must be kept confidential according to the terms of those agreements, particularly the ESPN agreements." A copy of this email is attached as **Exhibit 12** to the Amended Complaint.

141. Florida State did not provide any notice of withdrawal from the Conference for the academic year 2023-2024 by August 15, 2023.

142. Notwithstanding its plan to breach its agreements, during this time Florida State certified through a vote of its Board of Trustees that it had the mandate and support of the Board of Trustees "to operate a program of integrity in full compliance with NCAA, Conference and all other relevant rules and regulations." A copy of this is attached as **Exhibit 13** to this Amended Complaint.

J. Florida State Carries Out Its Plan to Breach Its Agreements, Interfere with the Conference's ESPN Agreements, and Reveal Confidential Information that is a Trade Secret.

143. On December 21, 2023, the Board of Trustees notified the public of a Board meeting that would occur the next day.

144. Under Florida State University Policy 1-1 "BOT Operating Procedures," the Board is required to provide the public with one week notice of Board meetings. Policy 1-1, § 202 (b).

145. However, the Policy also provides that a notice of an "emergency meeting" need only be posted "as early as practicable prior to the meeting." Policy 1-1, § 202(b).

146. Policy 1-1 further provides that "[m]eetings of the Board may be held for the purpose of acting on emergency matters affecting the university." Policy 1-1, § 201(e).

147. In violation of its legal obligations, the Board of Trustees did not specify the "emergency matter[] affecting the university" that necessitated a meeting on the last business day before the Christmas Holiday on one-day's notice.

148. In fact, there was no "emergency," but only Florida State's desire to file a preemptive lawsuit against the ACC in Leon County, Florida, Florida State's home county.

149. With the knowledge of Florida State's clear intention to breach the Grant of Rights and Amended Grant of Rights, and being under an obligation to take all commercially reasonable measures to protect those rights, the Conference filed its Complaint on December 21, 2023, after notice of the alleged "emergency" meeting.

150. The "emergency" Board meeting took place at 10:00 am on December 22, 2023.

151. During the course of the "emergency" Board meeting, neither the Board of Trustees, the officers of Florida State, nor its counsel informed the public of the nature of the "emergency" that had necessitated giving less than the statutorily required notice.

152. Remarks made at the meeting by Members revealed that Florida State had already decided it would breach its agreements and reveal confidential information from the ESPN Agreements.

153. For example, the Board Chairman revealed that a Complaint to be filed by Florida State had been transmitted to all Members several days before.

154. The Board Chairman further revealed that each of the Board Members had been privy to “individual briefings” over the course of several months.

155. The Board Chairman also revealed that he had spoken individually with all Board Members for the purpose of securing the necessary votes to proceed to litigation.

156. Upon information and belief, these actions were intended for the purpose of avoiding the applicability of Florida’s Public Meetings Act.

157. A private attorney representing Florida State also revealed that a member of his firm was prepared to electronically file the Complaint once the Board formally voted to execute its scheme.

158. In furtherance of its litigation, Florida State misrepresented basic facts during the course of the Board meeting.

159. For example, multiple members of the Board claimed that the Conference treated the Grant of Rights and Amended Grant of Rights as a confidential document and would not allow Florida State to have a copy of the agreements.

160. Florida State retained an executed copy of the Grant of Rights after its execution and, in fact, provided it to the public. In 2016, the Associate Director of Athletics for Florida State, informed the Conference that the General Counsel for Florida State had provided a fully executed

copy of the Grant of Rights to a blogger named “AllNoles” who had posted it on the website “Warchant.” A copy of this email is attached as **Exhibit 14** to the Amended Complaint.

161. Throughout 2022 and 2023, Florida State was repeatedly informed that the ESPN Agreements were confidential, that the ESPN Agreements required the Conference to maintain their confidentiality, and that a condition for disclosure of the ESPN Agreements to Florida State was that Florida State was required to “maintain the confidentiality.”

162. Each time Florida State reviewed the ESPN Agreements, it had access to the portions of those Agreements requiring confidentiality.

163. Notwithstanding these repeated warnings, and the language of the ESPN Agreements, Florida State chose to deliberately and publicly disclose or authorize the disclosure of confidential information from the ESPN Agreements.

164. For example, during the December 22, 2023, meeting, counsel for Florida State discussed at length the future media rights to be paid under the ESPN Agreements.

165. While counsel “cherry picked” the numbers to make it appear that Florida State would receive less than was actually projected, counsel did disclose various confidential terms and provisions of the ESPN Agreements.

166. These terms included:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c. Other provisions of the Multimedia Agreement and ACC Network Agreement.

167. The Board of Trustees authorized the disclosure of this confidential information.

168. At the conclusion of the “emergency” Meeting, the Board of Trustees authorized the filing of a Complaint containing confidential information without any protections.

169. Before a Complaint was filed, however, Florida State disclosed or authorized others to disclose the allegations of the Complaint, including the allegations disclosing confidential information in the ESPN Agreements. An unfiled copy of the cover-page of Complaint that circulated on the internet is attached to this Amended Complaint as **Exhibit 15**.

170. Counsel for Florida State, and at the direction of the Board, filed a Complaint in the Circuit Court of Leon County at approximately 11:26 AM (“the Florida Action”).

171. The Complaint filed by Florida State in the Florida Action did not seek to protect this confidential information in the ESPN Agreements. Instead, the Complaint disclosed this confidential information. A copy of those portions of the Complaint referring to confidential information is attached as **Exhibit 16** to the Amended Complaint.

172. Shortly after the release of the unfiled copy of the Complaint in the Florida Action, on December 22, 2023, ESPN notified Florida State that it had disclosed confidential information. Subsequently, on January 9, 2024, the Conference notified Florida State that it had disclosed confidential information.

III. Claims for Relief

First Claim for Relief: Request for Declaratory Judgment that the Grant of Rights and Amended Grant of Rights are Valid and Enforceable Contracts

173. The ACC adopts by reference and incorporates the allegations of paragraphs 1 through 172 of the Amended Complaint.

174. In the Grant of Rights and the Amended Grant of Rights, Florida State agreed to grant its athletic Media Rights “irrevocably” and “exclusively” to the Conference for the term.

175. In the Grant of Rights and Amended Grant of Rights, Florida State transferred its Media Rights to the Conference “regardless” of whether it remained a Member Institution during the term of the Grant of Rights and Amended Grant of Rights.

176. In the Grant of Rights and Amended Grant of Rights, Florida State transferred its Media Rights to the Conference through 2036 and specifically acknowledged that the transfer was valid even if it withdrew from the Conference as a Member Institution.

177. In exchange for the Grant of Rights and Amended Grant of Rights, the ACC entered into contracts and agreements with ESPN which significantly increased the revenues paid to the Conference and distributed to its Member Institutions, including Florida State. The increase in revenues included [REDACTED] held by the ACC.

178. Florida State’s Media Rights, a form of intellectual property, are worth in excess of \$5 Million. Florida State has received more than [REDACTED] under the Grant of Rights since 2013.

179. The Grant of Rights and amended Grant of Rights between Florida State on the one hand, and the ACC on the other, was and is supported by good and valuable consideration.

180. The ACC has not breached the Grant of Rights or Amended Grant of Rights. To the contrary, at all times relevant to the Complaint, the ACC has abided by the terms of the Grant of Rights and Amended Grant of Rights.

181. Florida State has breached, ignored, or otherwise violated terms of the Grant of Rights and Amended Grant of Rights, and further indicated an intent to violate these agreements in their entirety notwithstanding the ACC’s ownership of the rights through June 30, 2036.

182. Florida State's challenge to the Grant of Rights and Amended Grant of Rights further constituted a breach of its warranties to ESPN arising out of the ESPN Agreements. The ACC was an intended beneficiary of those warranties and has been damaged by these breaches.

183. Under the ESPN Agreements, the Conference is obligated to take all commercially reasonable actions to defend the Grant of Rights and Amended Grant of Rights and the rights granted to ESPN under those contracts.

184. The Conference is entitled to a declaration by this Court that the Grant of Rights and Amended Grant of Rights are valid and binding contracts, supported by good and adequate consideration, and that the Conference is and will remain the owner of the rights transferred by Florida State under the Grants of Rights through June 30, 2036.

Second Claim for Relief: Florida State is Estopped by Its Acceptance of Benefits (Quasi-Estoppel) or Has Waived by Its Conduct Any Challenge to the Grant of Rights and Amended Grant of Rights

185. The ACC adopts by reference and incorporates the allegations set forth in paragraphs 1 through 184 of the Amended Complaint.

186. The purpose of the Grant of Rights and Amended Grant of Rights was to permit the ACC to negotiate various agreements with ESPN and provide ESPN the Media Rights for its Member Institutions, including Florida State, in exchange for Rights Fees and other good and valuable consideration.

187. Since 2013, Florida State has received more than [REDACTED] in distributions from revenue generated by the Grant of Rights and Amended Grant of Rights, [REDACTED] [REDACTED], as a result of entering into the Grant of Rights and Amended Grant of Rights and transferring its Media Rights exclusively and irrevocably to the ACC for the term of these agreements.

188. Florida State had the option of accepting or rejecting the benefits resulting from the Grant of Rights and Amended Grant of Rights.

189. Florida State had the right not to enter into and execute the Grant of Rights or Amended Grant of Rights.

190. By accepting and retaining the benefits of the Grant of Rights and Amended Grant of Rights, Florida State ratified the validity and enforceability of the Grant of Rights and Amended Grant of Rights.

191. Florida State substantially and materially benefitted from the Grant of Rights and Amended Grant of Rights.

192. Florida State never objected to its share of the distributions generated by the Grant of Rights and Amended Grant of Rights, including payments specifically for the Grant of Rights and Amended Grant of Rights. It accepted all benefits derived from and made possible by the ACC Constitution and the Grant of Rights and Amended Grant of Rights.

193. By accepting the substantial benefits made possible by the Grants of Right and Amended Grant of Rights over a ten-year period, Florida State is equitably estopped from challenging the validity or enforceability of the Grants of Right and Amended Grant of Rights.

194. Having entered into the Grant of Rights and Amended Grant of Rights, accepted the benefits generated by the Grant of Rights and Amended Grant of Rights, and retained the benefits generated by the Grant of Rights and Amended Grant of Rights, Florida State is now estopped from contesting the validity or enforceability of the Grant of Rights and Amended Grant of Rights.

195. Florida State made a deliberate choice to transfer its Media Rights to the ACC for a specific term in order to negotiate different and increasingly lucrative multi-media agreements

with ESPN, knowing that the transfer of these rights for a specific term would continue even if it ceased to be a Member Institution or chose to withdraw from the Conference.

196. In the Grant of Rights and Amended Grant of Rights, Florida State expressly and voluntarily relinquished its Media Rights to the ACC, with the understanding that the transfer of rights to the ACC would continue through June 30, 2036, regardless of whether it remained a Member Institution.

197. Florida State knowingly and voluntarily agreed in the Grant of Rights and Amended Grant of Rights to transfer ownership of its Media Rights to the ACC through June 30, 2036, knowing that the transfer and ownership would continue regardless of whether it remained a Member Institution of the Conference.

198. Florida State had full knowledge, actual or constructive, of the rights it transferred to the Conference in the Grant of Rights and Amended Grant of Rights, as well as the benefits that it would receive as a result.

199. Florida State intended to transfer the rights covered by these agreements to the Conference when it executed the Grant of Rights and Amended Grant of Rights, with the expectation of receiving the benefits of different and enhanced agreements between the Conference and ESPN.

200. Florida State intended for the Grant of Rights and Amended Grant of Rights to be enforceable and valid for the purpose of receiving the benefits generated by these contracts.

201. Florida State, through its conduct in accepting the benefits under the Grant of Rights and Amended Grant of Rights for more than a decade, led the ACC to reasonably understand that Florida State did not contest the validity or enforceability of the Grant of Rights or Amended Grant of Rights.

202. By accepting the substantial benefits made possible by the Grant of Rights and Amended Grant of Rights over a ten-year period, Florida State has waived its right to contest the validity or enforceability of these contracts.

203. The ACC is entitled to a declaration that Florida State is estopped from challenging the validity or enforceability of the Grant of Rights or Amended Grant of Rights, or has waived its right to contest the validity or enforceability of the terms and conditions of these contracts as a result of its conduct, including its acceptance of benefits under these agreements, over nearly a decade.

Third Claim for Relief: Florida State Has Breached Its Promises in the Grant of Rights and Amended Grant of Rights Agreements

204. The ACC adopts by reference and incorporates the allegations of paragraphs 1 through 203 of the Complaint.

205. The Grant of Rights and the Amended Grant of Rights are a valid, enforceable contract between the ACC and Florida State.

206. In the Grant of Rights and Amended Grant of Rights, Florida State “covenants and agrees that . . . it will not take any action, or permit any action to be taken by others subject to its control, . . . or fail to take any action, that would affect the validity and enforcement of the Rights granted to the Conference under this Agreement.”

207. In the Grant of Rights and Amended Grant of Rights, Florida State also “irrevocably and exclusively grant[ed] [its Media Rights] to the Conference during the Term” of the ESPN Agreements.

208. Under North Carolina law, each contract has an implied duty of good faith and fair dealing. Thus, the Grant of Rights and Amended Grant of Rights require Florida State to act in good faith and on principles of fair dealing to accomplish the purpose of the contracts.

209. By instituting the Florida Action, Florida State took direct action that affects the validity and enforcement of the Grant of Rights and Amended Grant of Rights, and breached its contract with the Conference.

210. By instituting the Florida Action, Florida State has taken direct action that affects the irrevocability and exclusivity of the Grant of Rights and Amended Grant of Rights, and has breached its contract with the Conference.

211. By filing the Florida Action, and taking the other actions set forth in this Amended Complaint, Florida State breached its obligation of good faith and fair dealing under the Grant of Rights and Amended Grant of Rights. In particular, rather than act in good faith and deal fairly with the Conference to accomplish the ends of the Grant of Rights and Amended Grant of Rights, Florida State has actively breached and sought to prevent the goals of those contracts.

212. The Conference has been damaged by these breaches in an amount yet to be determined but which the Conference reasonably believes will be substantial.

Fourth Claim for Relief: Florida State Has Breached Its Obligation to Protect Confidential Information

213. The ACC adopts by reference and incorporates the allegations set forth in paragraphs 1 through 212 of the Amended Complaint.

214. In the 2016 Multi-Media Agreement, ESPN and the ACC agreed that “[e]ach party shall maintain the confidentiality of this Agreement and its terms, and any other Confidential Information.” 2016 Multi-Media Agreement § 25.11; **Exhibit 8**.

215. Disclosure of the confidentiality of the 2016 Multi-Media Agreement and all Confidential Information under the 2016 Multi-Media Agreement was permitted “to each Conference Institution, provided that each Conference Institution shall agree to maintain the

confidentiality of this Agreement, subject to the law applicable to each such Conference Institution.” 2016 Multi-Media Agreement § 25.11(c); **Exhibit 8**.

216. As of December 22, 2023, Florida State was aware and had been aware of the confidentiality provisions of the 2016 Multi-Media Agreement.

217. In the ACC Network Agreement, ESPN and the ACC agreed that “[e]ach party shall maintain the confidentiality of this Agreement and its terms, and any other Confidential Information.” ACC Network Agreement § 18.11; **Exhibit 9**.

218. Disclosure of the confidentiality of the ACC Network Agreement and all Confidential Information under the ACC Network Agreement was permitted “to each Conference Institution, provided that each Conference Institution shall agree to maintain the confidentiality of this Agreement, subject to the law applicable to each such Conference Institution.” ACC Network Agreement § 18.11(c); **Exhibit 9**.

219. As of December 22, 2023, Florida State was aware and had been aware of the confidentiality provisions of the ACC Network Agreement.

220. In an effort to preserve the confidentiality of the ESPN Agreements, the Conference limits access to the Agreements. They are maintained at its Headquarters in North Carolina. Access is limited amongst Conference staff. Prior to voting to approve the Agreements in 2016, and at other meetings where the Agreements are discussed, the Members are verbally briefed on the provisions of the ESPN Agreements, each time reminded of the confidential nature of the Agreements. The ESPN Agreements are not shared electronically with Members.

221. In an effort to preserve the confidentiality of the ESPN Agreements, the Conference permits its Members to inspect and review the ESPN Agreements on request at its Headquarters

but only on agreement that the Member would not copy or reproduce the provisions of the ESPN Agreements and would treat the information as confidential.

222. In preparation for the actions set forth in this Amended Complaint, Florida State, through counsel, reviewed the 2016 Multi-Media Agreement and the ACC Network Agreement at the ACC's Headquarters in North Carolina on October 7, 2022, January 4, 2023, and August 1 and 2, 2023.

223. Before each inspection of the ESPN Agreements, the ACC informed Florida State of the confidentiality requirements and that its review was conditioned upon protecting the confidential information contained in the ESPN Agreements and not disclosing that information to the public.

224. As a result of these reviews, Florida State was provided with and learned the confidential information in the ESPN Agreements.

225. Florida State violated these conditions of confidentiality when it authorized and permitted disclosure of confidential information from the ESPN Agreements during the course of the Board of Trustees Meeting on December 22, 2023.

226. Florida State violated these conditions of confidentiality when it authorized and permitted disclosure of confidential information from the ESPN Agreements in the release of an unfiled version of the Complaint in the Florida Action.

227. Florida State violated these conditions of confidentiality when it authorized and permitted the disclosure of confidential information from the ESPN Agreements in the Complaint that it filed on December 22, 2023.

228. The material outlined in the Complaint constitutes confidential information under the terms of the 2016 Multi-Media Agreement and ACC Network Agreement.

229. Florida State has breached its obligation to treat the information in the 2016 Multi-Media Agreement and the ACC Network Agreement as confidential and, instead, has disclosed this information to the public.

230. The Conference has been damaged by Florida State's breach of its obligation in an amount to be determined but which the Conference reasonably believes will be substantial.

231. The Conference is further entitled to permanent injunctive relief barring Florida State from disclosing the confidential information in the ESPN Agreements that was disclosed to it by the Conference.

Fifth Claim for Relief: Florida State Has Breached and Continues to Breach Its Fiduciary Obligations to the Conference Under the ACC Constitution and Bylaws and North Carolina Law

232. The ACC adopts by reference and incorporates the allegations set forth in paragraphs 1 through 231 of the Amended Complaint.

233. The ACC is an unincorporated nonprofit association under North Carolina law and is governed by its Constitution and Bylaws. The Constitution and Bylaws are a contract by and between the ACC and a Member, including Florida State.

234. In 1991, Florida State requested to be permitted to join the Conference as a Member Institution. Each year, Florida State certifies that it has the mandate and support of the Board of Trustees "to operate a program of integrity in full compliance with NCAA, Conference and all other relevant rules and regulations."

235. The ACC Constitution and Bylaws give Florida State the right to participate in the management of the affairs of the Conference and, since joining the Conference in 1991, Florida

State, its employees, and its Presidents have actively participated in the management of the affairs of the Conference.

236. As a Member of an unincorporated nonprofit association under North Carolina law, Florida State had the right to participate in the management of the affairs of the Conference. N.C. Gen. Stat. § 59B-2(1).

237. As a Member Institution, Florida State has the right to participate in and select individuals authorized to manage the Conference's affairs and develop policies. N.C. Gen. Stat. § 59B-2(1).

238. As a Member Institution, Florida State has the authority to assert claims on behalf of the Conference. N.C. Gen. Stat. § 59B-7(e).

239. The rights and obligations of Members of an unincorporated nonprofit association under North Carolina law are further supplemented by principles of law and equity. N.C. Gen. Stat. § 59B-3.

240. Upon joining the ACC as a Member Institution, Florida State entered into a common and joint venture with the other Member Institutions, as expressed in the ACC's Constitution. As a member of a common and joint venture, Florida State has a fiduciary obligation to the other members of the common and joint venture, as well as to the Conference, to act in ways that advance the common and joint venture's goals and not act in ways that undermine or frustrate those goals.

241. The ACC Constitution and Bylaws, as well as the statutory and common law of North Carolina, impose a duty on Florida State to act in good faith, with due care, and in a manner that is in the best interests of the Conference while it is a Member of the Conference and charged with managing the Conference's affairs.

242. Under North Carolina law, when a member of a common and joint venture can no longer support the goals of the joint venture, it has an obligation to withdraw from the joint venture and not act in ways that frustrate the goals of the joint venture.

243. The Conference has adopted the method and form of governance of an incorporated body.

244. As a Member Institution, Florida State designated its President as a Member of the Board of Directors.

245. At all times relevant to this Amended Complaint, the President of Florida State was acting under the direction and pursuant to the authority of Florida State. His actions are the actions of Florida State.

246. Members of the Board of Directors of the Conference owe a fiduciary duty under the ACC Constitution and Bylaws, as well as principles of statutory and common law in North Carolina, to the Conference and its Member Institutions to act for the benefit of the Conference in matters involving the Conference.

247. Members of the Board of Directors of the Conference owe a fiduciary duty to the Conference and its Member Institutions under the ACC Constitution and Bylaws, as well as principles of statutory and common law in North Carolina, not to undermine or frustrate the goals and viability of the Conference.

248. Under the ACC Constitution and Bylaws, as well as principles of statutory and common law in North Carolina, when a Member of the Board of Directors of a joint venture contemplates and then authorizes actions that undermine or are designed to frustrate the stability of the joint venture or its goals, he has an obligation to resign from the Board of Directors.

249. One of the Conference's common goals, and part of the joint and common venture into which Florida State has entered as a Member Institution, is to create a viable collegiate athletic conference that, through its activities, enhances and funds college athletics for its Members.

250. By challenging the validity of the Grant of Rights and Amended Grant of Rights through the Florida Action, Florida State seeks to undermine or destroy the contracts and agreements that enable the Conference to create a viable collegiate athletic conference that, through its activities, enhances and funds college athletics for its Members.

251. By challenging the validity of the Grant of Rights and Amended Grant of Rights through the Florida Action, Florida State has further challenged the right of the Conference established under the Bylaws to market the Media Rights of the Member Institutions collectively, undermining the organization and management of the Conference.

252. Florida State's actions as set forth in this Amended Complaint and in filing the Florida Action have been for its own benefit, with no regard for the best interests of the Conference.

253. Florida State's actions as set forth in this Amended Complaint and in filing the Florida Action were taken without due care and in breach of its obligation of good faith.

254. None of the actions taken by Florida State as set forth in this Amended Complaint and in filing the Florida Action were for the benefit of or in the best interest of the Conference.

255. Florida State actions set forth in this Amended Complaint and in filing the Florida Action breached its fiduciary obligations to the Conference.

256. The actions of Florida State have caused actual damage to the Conference and will continue to cause damage in the future to the Conference.

257. Among the requests for relief sought by Florida State in the Florida Action is a request by Florida State that it be deemed to have retroactively withdrawn from the Conference as of August 15, 2023.

258. To be clear, a decision by Florida State to withdraw from the Conference does not constitute a breach of its President's fiduciary obligations as a member of the Board of Directors if appropriate notice is given under the ACC Constitution and Bylaws so that the Conference can address the resulting conflict of interest.

259. Under the ACC Constitution and Bylaws, in order to withdraw, a Member is required to provide notice of withdrawal by August 15 for a withdrawal to be effective on the following June 30.

260. Once a Member has indicated an intention to withdraw, the ACC Constitution and Bylaws further provide that as a consequence of a conflict of interest, the Conference may withhold proprietary or confidential information or bar attendance, voting, or attendance at Conference meetings for the Member and its Chief Executive or other representative(s):

During the period between delivery of a notice of . . . withdrawal and the effective date . . . the Board, the Executive Committee and any other Committee may withhold any information from, and exclude from any meeting (or portion thereof) any/or any vote, the Director . . . of the . . . withdrawing member, if the Board determines that (i) the relevant matter relates primarily to any period after the effective date . . . (ii) such information is proprietary or confidential or (iii) such attendance, access to information or voting could present a conflict of interest

Exhibit 1 at 13, ¶ 1.5.1.3.

261. As of the date of this Amended Complaint, Florida State claims that it has not withdrawn from the Conference.

262. By this claim, Florida State seeks to avoid exclusion from meetings or a bar on access to information or voting as a consequence of its conflict of interest.

263. By seeking retroactive withdrawal in the Florida Action, Florida State has a clear, direct, and material conflict of interest with the management of the Conference.

264. By continuing to act in disregard of this clear, direct, and material conflict of interest, Florida State breaches their obligations under the ACC Constitution and Bylaws, and the statutory and common law of North Carolina.

265. The ACC requests that this Court grant permanent injunctive relief barring Florida State from acting in breach of its fiduciary obligations under the ACC Constitution and Bylaws, as well as principles of statutory and common law in North Carolina, by barring it and its President and other representatives from participating in the management of the affairs of the Conference while it has a direct and material conflict with the purposes and objectives of the Conference.

Sixth Claim for Relief: Florida State Has Breached Its Obligation of Good Faith and Fair Dealing Under the ACC Constitution and Bylaws

266. The ACC adopts by reference and incorporates the allegations set forth in paragraphs 1 through 265 of the Amended Complaint.

267. The ACC Constitution and Bylaws is a valid and enforceable contract between the Conference and its Members.

268. Under North Carolina law, it is a basic principle of contract law that a party to a contract must act in good faith and on principles of fair dealing to accomplish the purpose of the contract.

269. Thus, in North Carolina, each contract has an implied duty of good faith and fair dealing.

270. Under the ACC Constitution and Bylaws, the Commissioner is charged with the duty to negotiate Media Rights agreements on behalf of the Conference. **Exhibit 1** at p. 13 §2.3.1.q and p. 39 §2.10.3. Florida State further agreed under the Bylaws that it had “granted to the

Conference the right to exploit certain media and related rights” under the Grant of Rights. *Id.* §2.10.1. Florida State further agreed under the Bylaws that it had “granted to the Conference the right to exploit certain media and related rights” under the Grant of Rights. *Id.* §2.10.1.

271. Florida State’s actions as detailed in this Amended Complaint violate its duty to act in good faith and fairly deal with the Conference.

272. To the contrary, and in violation of its obligations of good faith and fair dealing, Florida State has not acted in good faith and has not dealt fairly with the Conference.

273. The Conference has been damaged by Florida State’s violation of its contractual obligations of good faith and fair dealing in an amount to be determined, but which the Conference reasonably believes will be substantial.

IV. Prayer for Relief

WHEREFORE, the Plaintiff prays that::

1. The Court issue a Declaration that the Grant of Rights and amended Grant of Rights is a valid and enforceable contract between Florida State and the ACC and issue all necessary injunctive decrees or relief to enforce this Declaration;

2. The Court issue a Declaration that Florida State is estopped from challenging the validity of the Grant of Rights and amended Grant of Rights under the doctrine of equitable estoppel or estoppel by acceptance of benefits;

3. The Court issue a Declaration that Florida State is barred from challenging the validity of the Grant of Rights and amended Grant of Rights and has waived its right to do so.

4. The Conference have and recover of Florida State damages for its breaches of the Grant of Rights and Amended Grant of Rights in an amount to be proven at trial but which the Conference reasonably believes will be substantial;

5. The Conference have and recover of Florida State damages for the breach of its obligation to maintain the confidentiality of the ESPN Agreements in an amount to be determined but which the Conference reasonably believes will be substantial;

6. This Court issue a permanent injunction barring Florida State from disclosing confidential information from the ESPN Agreements;

7. This Court issue a permanent injunction barring Florida State from participating in the management of the affairs of the Conference while it has a direct and material conflict of interest with the purposes and objectives of the Conference;

8. The Conference have and recover of Florida State damages for its breach of the ACC Constitution and Bylaws in an amount to be proven at trial but which the Conference believes will be substantial;

9. This Court order such further relief as it deems just and appropriate.

This 17th day of January 2024.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing was electronically filed using the N.C. Business Court's electronic filing system, which will automatically and electronically notify all counsel of record as follows:

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