SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

CALVIN CROSS and CHAREKA CROSS,	)	
Plaintiffs	)	Civil Action No.: _____
v.	)	
ELLIOTT LYDELL "DALE" DAVIS and PRO PLAYERS, LLC,	)	
Defendants.	)	

COMPLAINT

Calvin Cross and Chareka Cross (Plaintiffs) file this Complaint and show the Court:

PARTIES

1.

Plaintiffs are husband and wife and reside in the State of Georgia, Newton County.

2.

On information and belief, Defendant Elliot Lydell "Dale" Davis (Davis) resides in the State of Georgia, Cobb County. He may be served at his residence at 5678 Coopers Glen Ct., SW, Mableton, GA 30126-2583, Cobb County, or wherever else he may be found.

3.

Defendant Pro Players, LLC (PPL) is a Georgia limited liability company. PPL maintains its principal place of business in Atlanta, Fulton County, Georgia 30303. PPL may be served through its Registered Agent, Davis, at 1867 Cedar Cliff Drive, Smyrna, Georgia, 30080, Cobb County, or wherever else he may be found.

JURISDICTION AND VENUE

4.

Plaintiffs are residents of Georgia. Davis is a resident of Georgia. PPL is a domestic limited liability company located and headquartered in Georgia.

5.

This Court has jurisdiction over this action and over these Defendants. Venue is proper before this Court.

FACTS AND BACKGROUND

6.

In February 2013, Plaintiff Chareka Cross and Davis first met in Houston, Texas. At that time, Ms. Cross was a part time sports publicist working events surrounding the National Basketball Association's (NBA) All-Star Weekend. Davis is a former NBA player.

7.

During that 2013 All-Star Weekend, Ms. Cross attended a financial symposium sponsored by Davis. During the symposium, Davis held himself out as a financial expert whose company, PPL, assists active and retired professional athletes in preserving and growing the wealth they accumulate during their playing careers. Davis is a charismatic and persuasive speaker, and he led Cross to believe he had a large and impressive client base.

8.

During the symposium, Davis asked Cross for her contact information so they potentially could do business together after Ms. Cross returned to Atlanta. Ms. Cross assumed Davis wanted to work with her because of her existing Atlanta business relationships and contacts, including her relationship with The Georgia World Congress Center.

9.

After returning to Atlanta, and at Davis's urging, Davis sent Cross written materials and information regarding Davis' and PPL's business. Davis represented that PPL had over one hundred (100) athlete clients, including current and former National Football League and NBA players. On information and belief, this representation was a lie. Davis also represented that PPL assisted clients in

preserving and growing their wealth through a broad range of safe investment opportunities. On information and belief, this representation was a lie.

10.

At that time, Plaintiffs did not seek financial or investment advice from Davis. Three years later, however, in early 2016, Plaintiffs settled a lawsuit for serious personal injuries suffered by Mr. Cross in 2013, which left him incapacitated and unable to work. Because of Plaintiffs' belief that Davis was a sophisticated financial and investment adviser, Plaintiffs reached out to Davis to assist them with managing their money. This was the first time in their lives that Plaintiffs ever experienced such wealth, and it was especially overwhelming and intimidating because they had acquired it instantaneously. At the same time, Plaintiffs recognized the importance of preserving and growing their capital because of Mr. Cross' permanent disability.

11.

At the time of the 2016 settlement, the Crosses were unsophisticated and inexperienced in matters of finance, investing and wealth management. Plaintiffs made it clear to Davis that they had come into a large sum of money by way of a personal injury settlement, they never in their lives had experienced such wealth, they had absolutely zero experience in finances or investing and that, prior to 2013, Mr. Cross had been the family "breadwinner" but was since permanently disabled

and unable to work. For these reasons, Plaintiffs explained to Davis repeatedly that Plaintiffs needed to preserve and grow their capital.

12.

Davis expressly assumed the role of Plaintiffs' financial and investment advisor and, by doing so, owed Plaintiffs fiduciary duties, including the duties of loyalty and care, with respect to all investment decisions and financial advice he provided them.

13.

Thereafter, Plaintiffs justifiably relied on Davis' advice and investment recommendations.

14.

In 2016, Davis introduced Plaintiffs to a financial adviser named Sonia Fears (Fears). At that time, Fears, a licensed Financial Industry Regulatory Authority, Inc. (FINRA) regulated broker and investment adviser, worked at a Merrill Lynch, Pierce, Fenner & Smith Incorporated's (Merrill) office located in the Buckhead District of Atlanta at 3455 Peachtree Road, N.E., Suite 1000, Atlanta, GA 30326.

15.

At the time of their first introduction, Fears was doing business as "The Fears Team." Later, for reasons unknown to Plaintiffs, Fears changed the name to "Fears, Lunsford and Associates."

16.

On information and belief, Fears ended her relationship with Merrill in early 2021 and now is affiliated with Morgan Stanley.

17.

Davis and Fears repeatedly told Plaintiffs that Fears was an experienced investment adviser with the reputable backing of Merrill, a world-renowned investment bank and an affiliate company of Bank of America. Plaintiffs reiterated to Davis and Fears they were inexperienced in financial matters, including appropriate investment vehicles to meet their risk levels and their stated desire to maintain and grow their newfound wealth. At the time, Fears and Davis clearly were made aware of, and knew, that Plaintiffs were unsophisticated in financial and investment matters.

18.

Plaintiffs told Davis and Fears they were relying absolutely on them for sound investment and financial advice. Davis and Fears scheduled a telephone call with Plaintiffs during which Fears and Davis recommended that the Plaintiffs open specific accounts at Merrill.

19.

On June 11, 2016, at Fears' and Davis' recommendation, Plaintiffs opened a Capital Management Account (CMA) to hold retirement type investments like stocks and bonds. Plaintiffs deposited one million dollars into their CMA between June and September 2016.

20.

Fears and Davis also advised Plaintiffs to open a Loan Management Account (LMA). As it was explained to Plaintiffs, the LMA would act as a revolving line of credit and the value of the CMA would secure or act as the collateral for any debt owed under the LMA.

21.

Fears and Davis told Plaintiffs that Fears would set up the CMA and LMA accounts, that they would advise Plaintiffs and place them into safe and prudent

investments, and that Fears would manage Plaintiffs' investments in the Merrill accounts.

22.

In 2019, Ms. Cross called Fears on multiple occasions to ask questions and demand that Fears produce account statements and explain the transactions in Plaintiffs' Merrill accounts.

23.

After every communication between Plaintiffs and Fears, Davis would immediately telephone Ms. Cross to let her know Davis had heard about Plaintiffs' efforts to obtain account information from Fears. Like Fears, Davis failed and refused to provide a satisfactory and understandable explanation, explain Merrill account activities or produce Merrill LMA account statements or divulge any information relating to separate Davis controlled accounts at Merrill.

24.

Plaintiffs eventually discovered that, much earlier, on September 29, 2016, *and without their knowledge, authority or consent*, Fears, at Davis' express direction, unlawfully charged their LMA in the amount of $400,000.00 and transferred those funds to a PPL Merrill Account controlled by Davis. This transaction was concealed from Plaintiffs by Fears and Davis for years.

25.

Eventually, the Crosses demanded that the CMA and LMA be closed and after all fees, expenses and commissions were deducted, Merrill returned approximately $30,000.00 to the Plaintiffs with the remainder of the CMA funds used to pay-off Plaintiffs' alleged LMA debt.

26.

Also, in 2016, Davis began advising Plaintiffs regarding potential investment opportunities or "projects" in which Plaintiffs could invest with Davis, PPL and other potential investors who Davis knew of or had allegedly recruited.

27.

For example, Davis told Plaintiffs about a cannabis growth site in the Portland, Oregon area with an alleged adjacent farm property with improvements across the state line in Washington.

28.

Davis flew the Plaintiffs out to the area in 2016 to tour the properties. While in Oregon, Davis introduced Plaintiffs to an attorney named John Sather (Sather). Sather and Davis told Plaintiffs they were in business together and Plaintiffs could invest with them in the alleged cannabis project. Davis and Sather even gave

Plaintiffs a full "dog and pony show" tour of the Oregon cannabis growth site and the Washington farm property.

29.

Davis told the Plaintiffs that Davis and his partners owned the Oregon and Washington cannabis related properties and needed additional investment funds from Plaintiffs to acquire necessary licenses to operate the business, to pay rent and to cover payroll. Davis shared some literature with Plaintiffs regarding the cannabis opportunity and Plaintiffs agreed to invest.

30.

Davis induced Plaintiffs into making wire transfers to Sather, including a December 12, 2016 payment in the amount of $36,400.00 and a May 9, 2017 payment in the amount of $80,000.00.

31.

Plaintiffs have since learned that Davis and Sather never had any interest in the Washington and Oregon properties. Plaintiffs now know Davis lied to them about the identity of the properties' true owners and lied to them about the properties ever being for available to Davis, PPL, Sather or any of their alleged business partners or co-investors, including Plaintiffs, for the operation of a cannabis business.

32.

On information and belief, Davis funneled many of his lies, misrepresentations, and deceptions regarding a purported west coast cannabis business opportunity through a co-conspirator named Amy Ravagni (Ravagni), a purported real estate professional living in Portland, Oregon. Ravagni, on behalf of Davis, sent the Plaintiffs brochures and information related to real properties, partnership agreements and the itemization of expenses allegedly related to the business. Ravagni did so at the urging of Davis to trick Plaintiffs into believing that the cannabis project was a legitimate business concern and that their investment would be appropriately applied to ongoing operating expenses of the business as well as to acquire a partnership type interest in the business. On information and belief, Ravagni worked in Sather's law office part time and conspired with Sather as well.

33.

Davis fraudulently advised Plaintiffs to send monies to Sather for use by the cannabis business. When Plaintiffs wired their money to Sather, Plaintiffs justifiably believed they were covering business operating expenses and investing in properties with Davis and PPL and believed they were acquiring an ownership interest in the cannabis project through their business relationship with Defendants.

34.

Davis repeatedly told Plaintiffs they would receive a large financial return on the cannabis investment.

35.

To date, none of Defendants' material representations regarding the cannabis project on which Plaintiffs justifiably relied turned out to be true.

36.

Despite Plaintiffs' repeated demands for a full accounting of what happened to the money they invested with the cannabis project, Defendants have failed and refused to provide any information. Plaintiffs doubt that Defendants ever invested their own money into the cannabis project despite their repeated representations of having done so.

37.

To date, Plaintiffs return on their investment in the cannabis project has been zero, and their financial loss has been no less than $116,400.00.

38.

In 2016, Davis also introduced Plaintiffs to a company called "The Holcombe Group." On information and belief, The Holcombe Group is owned and run by a

gentleman named Richard Holcombe. Davis told Plaintiffs they would be co-investing with Davis and PPL into the Holcombe Group. Davis told Plaintiffs that the Holcombe Group was a "fulfillment company." It was Plaintiffs' understanding from Davis that a fulfillment company handles inventory, order processing, and shipping functions for other businesses.

39.

Defendants fraudulently induced Plaintiffs into making wire transfers to the Holcombe Group, including a June 30, 2016 payment in the amount of $25,000.00 and a July 7, 2016 payment in the amount of $25,000.00.

40.

Plaintiffs justifiably believed they were investing in a viable fulfillment company. Plaintiffs believed they were investment partners with Davis and PPL and believed they were acquiring an ownership interest in the Holcombe Group.

41.

Davis repeatedly told Plaintiffs they would receive a significant financial return on this specific investment.

42.

None of Defendants' material representations regarding the Holcombe Group investment turned out to be true.

43.

Instead, when asked about their investment in the Holcombe Group, Davis told Plaintiffs that Dick Holcombe had "run off with their money." To date, despite Plaintiffs' repeated demands for a full accounting of what happened to their $50,000.00 investment, Defendants have failed and refused to provide any information regarding their investment in the Holcombe Group.

44.

Plaintiffs now know that Davis lied to them about the Holcombe Group investment and, on information and belief, suspect Davis has lied to them about Dick Holcombe running off with their money. Plaintiffs doubt that Defendants ever invested their own money into the Holcombe Group despite their repeated representations of having done so.

45.

To date, Plaintiffs do not know how their Holcombe Group investment was used, their return has been zero, and their financial loss has been no less than $50,000.00.

46.

In 2016, Davis also introduced Plaintiffs to Davis' alleged business partner named Donald E. Latson (Latson). On information and belief, Latson lives in Kansas and is affiliated with companies known as eMONEco, Inc. (eMONEco) and JBD Consulting, LLC (JBD).

47.

eMONEco's website lists Latson as the "Chairman of the Board of Directors at eMONEco, Inc., and [ ] founder of JBD Consulting, LLC..." The website claims Latson has served as Chairman since 2013. Davis is identified as "a Director on the Board of Directors at eMONEco, Inc...." The website claims Davis has served as a Director since 2013. Davis' affiliation with JBD, if any, is unknown.

48.

eMONEco claims on its website that it is "a unique program manager and innovator of cloud-based multi-channel banking, payments, commerce and

remittance solutions that are at the forefront of the electronic payments movement and radically changes and improves the way issuers deploy, manage, and market their card solutions."

49.

In July 2016, Davis and Latson told Plaintiffs eMONEco was "about to launch" and needed additional funds. The Plaintiffs were told, and reasonably believed, they were providing funds to, and investing in, a company that would provide banking technology for merchant services and mobile banking.

50.

On or about July 29, 2016, the Crosses, in reliance on Defendants' advice, wired $100,000.00 to JBD. At the time, Plaintiffs believed they were loaning the money to JBD. Davis told Plaintiffs JBD was a majority shareholder of eMONEco.

51.

As an assurance that their $100,000.00 investment would be protected, Davis provided Plaintiffs with a copy of a purported July 22, 2016 promissory note that indicated that JBD *would repay PPL*, $150,000.00, plus 14% per annum interest, on or before July 22, 2018 (the JBD Note). A true and correct copy of the JBD Note is attached hereto as Exhibit 1. Davis told Plaintiffs they were entitled to, and would receive all, monies due under the JBD Note as a return on their investment.

52.

On information and belief, JBD has failed to repay the JBD Note and is in material default thereof.

53.

On further information and belief, JBD has repaid no monies due under the JBD Note, which continues to accrue interest at the rate of 14% per annum.

54.

On further information and belief, PPL and Davis never intended, nor intend, to enforce the JBD Note.

55.

Plaintiffs, as contractual third-party beneficiaries who signed the JBD Note and who are expressly identified therein as the "CLIENT OF HOLDER," are entitled to recover from Defendants all monies due on the JBD Note.

56.

Through March 31, 2021, JBD owes $248,498.63 on the JBD Note, including 14% per annum interest in the amount of $98,498.63. Per diem interest continues to accrue on the past due principal amount from April 1, 2021 through the date of judgment at the rate of $57.53.

57.

On or about September 29, 2016, Plaintiffs, in reliance on Davis' advice, completed a $200,000.00 loan to PPL for non-specified investment purposes.

58.

$75,000.00 of the loan to PPL was advanced via a June 30, 2016 wire transfer. On September 29, 2016, Plaintiffs funded the balance of the loan via a $125,000.00 wire transfer.

59.

Defendants told Plaintiffs that PPL would repay the $200,000.00 loan on or before September 30, 2017. The terms of PPL's promise to pay are reflected within an unsigned promissory note dated September 26, 2016, a true and correct copy of which is attached hereto as Exhibit 2 (the PPL Note). Davis failed to deliver a signed copy of the PPL Note to Plaintiffs. On information and belief, if a signed version of the PPL Note in fact exists, it is in Defendants' possession, custody or control.

60.

The PPL Note matured on September 30, 2017, at which time PPL had promised to repay the original principal $200,000.00 sum, plus 8% interest compounded monthly.

61.

Through March 31, 2021, PPL owes Plaintiffs $310,088.33 on the PPL Note, including contractual monthly compounded interest in the amount of $110,088.33. Interest continues to accrue on amounts past due from April 1, 2021 through the date of judgment at the rate of 8% *compounded monthly*.

62.

PPL is in material default under the PPL Note because it failed to make the lump sum payment when due and payable. Plaintiffs have received no monies due under the PPL Note.

63.

All conditions precedent, if any, to Plaintiffs' ability to recover under the PPL Note have been met.

64.

At all relevant times, and on information and belief, PPL has failed to follow corporate formalities and was inadequately capitalized.

65.

Davis never treated PPL as a separate legal entity from himself and his own fraudulent business dealings. Davis commingled his personal assets with PPL assets and used PPL assets for Davis' personal transactions and dealings.

66.

PPL and JBD, via PPL, borrowed $300,000.00 from Plaintiffs with no intention that it ever would be repaid.

67.

At all times, PPL has been a mere instrumentality or alter ego of Davis.

68.

The failure to "pierce the corporate veil" and make Davis personally liable for all liabilities and debts of PPL would result in grave fraud and injustice.

69.

Davis is therefore individually liable to Plaintiffs on all claims asserted against PPL, including, without limitation, claims against PPL relating to the $100,000.00 Plaintiffs loaned to JBD, the $200,000.00 loaned to PPL, all monies invested in the cannabis project and the $50,000.00 invested with the Holcombe Group. Davis also

is personally liable for the $400,000.00 stolen from Plaintiff's Merrill LMA on September 29, 2016.

70.

During the much of the time in which Plaintiffs were invested with Merrill, Davis and PPL, Davis has repeatedly assured Plaintiffs that their investments would pay off and that Defendants merely needed a little more time to "make things happen." Davis has made similar representations to Plaintiffs as recently as February 2021.

71.

To continue Defendants' deceptive scheme against Plaintiffs and to persuade Plaintiffs that their several investments with Defendants would ultimately pay off, Defendants, from time to time, between September 2018 and February 2020, made small payments to Plaintiffs, in the range of $500.00 to $6,000.00 and totaling $28,700.00 over 12 separate payments, plus one larger $30,000.00 payment on May 3, 2019. These payments were made to entice and lull Plaintiffs into the false hope and belief that their investments with Defendants were legitimate and sound, as well as to convince Plaintiffs they were earning *real income* from their investments and to "hang on just a little longer" for the big payday.

72.

On information and belief, these payments were not sourced from income earned on any investments in which Plaintiffs were involved but, rather, were from the same money Defendants had previously stolen from Plaintiffs and/or from monies Davis stole from other client investors.

73.

Only after Plaintiffs were forced to close their Merrill Lynch accounts in February 2020 did they begin to discover and unravel the extent of Defendants' frauds and lies, which had been committed with the assistance of co-conspirators like Fears, and other individuals in Davis' entourage, such as Sather, Ravagni, Latson and Holcombe. When Plaintiffs closed their CMA in February 2020, approximately $617,000.00 of its remaining $650,000.00 balance was used to pay-off the LMA debt with an approximate $33,000.00 returned to Plaintiffs.

COUNT I
BREACH OF CONTRACT AGAINST PPL AND DAVIS

74.

Plaintiffs reallege and incorporate Paragraphs 1 through 73 of this Complaint by reference, as if fully set forth herein.

75.

Plaintiffs loaned PPL $200,000.00 relying on the terms stated within the PPL Note. PPL defaulted under the PPL Note and is liable to Plaintiffs for all monies due thereunder.

76.

At all relevant times, and on information and belief, PPL has failed to follow corporate formalities and was inadequately capitalized. Davis never treated PPL as a separate legal entity from himself and his own fraudulent business dealings. Davis commingled his personal assets with PPL assets and used PPL assets for Davis' personal transactions and dealings. At all times, PPL has been a mere instrumentality or alter ego of Davis. Davis and PPL borrowed $200,000.00 from Plaintiffs and presented them with the PPL Note with no intention that Plaintiffs ever would be repaid.

77.

The failure to "pierce the corporate veil" and make Davis personally liable for all liabilities and debts of PPL would result in grave fraud and injustice.

78.

As a result of Defendants' contractual breaches, Plaintiffs have suffered contractual damages in the amount of $310,088.33 through March 31, 2021, plus

additional prejudgment interest and collection costs. Plaintiffs are entitled to pierce PPL's "corporate veil," making Defendants jointly and severally liable for all contractual damages due under the PPL Note.

COUNT II
BREACH OF FIDUCIARY DUTY

79.

Plaintiffs reallege and incorporate Paragraphs 1 through 73 of this Complaint by reference, as if fully set forth herein.

80.

At all times relevant, Defendants solicited Plaintiffs to act as Plaintiffs' financial and investment advisors. Plaintiffs consented to allow Defendants to act as their investment advisors, and as a result, Defendants owed Plaintiffs certain fiduciary duties, including the duties of care, good faith and loyalty.

81.

Defendants breached their fiduciary duties by failing to disclose critical information to Plaintiffs regarding the true nature of the investments Defendants urged Plaintiffs to make in the sham companies and bogus opportunities Defendants recommended to Plaintiffs. In fact, Defendants, while acting as Plaintiffs' investment advisors, failed to explain the risk of any investments they suggested to Plaintiffs.

82.

Defendants also breached their fiduciary duties and duties of good faith by converting $400,000.00 from the Plaintiffs' LMA at Merrill Lynch without the full knowledge or consent of the Plaintiff.

83.

As a result of Defendants' breach of their fiduciary duties and duty of good faith with Plaintiffs, as of March 31, 2021, Plaintiffs have suffered damages in an amount no less than $1,124,986.96, plus legal interest thereon, reasonable attorneys' fees, and expenses. Plaintiffs' substantial losses include, without limitation, at least $116,400.00 invested in the sham cannabis project; $50,000.00 in the Holcombe Group business; the $248,498.63 due from their eMONEco investment (through March 31, 2021); $310,088.33 due on their investment loan to PPL (through March 31, 2021); and the $400,000.00 stolen from the Plaintiff's LMA by Davis and Fears. Defendants are jointly and severally liable for all such damages.

COUNT III:
FRAUD AND FRAUDLENT INDUCEMENT

84.

Plaintiffs reallege and incorporate Paragraphs 1 through 73 of this Complaint by reference, as if fully set forth herein.

85.

The initial $100,000.00 Plaintiffs invested with JBD was the result of Defendants' fraudulent misrepresentations, breaches of fiduciary duties and insidious lies. The JBD Note is a sham document that PPL never intended to enforce and was presented to Plaintiffs to trick them into loaning money to JBD. PPL and Davis, together with Latson, conspired in an inceptive fraudulent scheme to dupe Plaintiffs into wiring JBD $100,000.00 on September 29, 2016.

86.

Defendants also fraudulently induced Plaintiffs into other sham loans and investments, including, without limitation, $116,400.00 invested in the cannabis project; $50,000.00 invested with the Holcombe Group; and the $200,000.00 directly loaned by Plaintiffs to PPL.

87.

Defendants also fraudulently induced Plaintiffs into opening the LMA at Merrill Lynch with the intention of stealing funds from it and concealing that theft from Plaintiffs with the help of co-conspirator Fears. Defendants in fact converted $400,000.00 from Plaintiffs on September 29, 2016 and used it for their own purposes.

88.

Defendants never intended to perform any obligations due Plaintiffs. Plaintiffs would not have entered any of the agreements or investments they entered at Defendants' urging as alleged herein had they known of Defendants' deceptive intentions and material fraudulent misrepresentations.

89.

Defendants' statements and omissions were material and were made willfully by Defendants with an intent to deceive, mislead, and induce Plaintiffs to act in a manner that was not in their best interest but would result in funds to Defendants.

90.

Plaintiffs reasonably relied to their detriment on Defendants' fraudulent misrepresentations.

91.

As a result of Defendants' numerous fraudulent, acts, omissions and inducements, Plaintiffs have suffered damages in an amount no less than $1,124,986.96, plus additional legal interest, reasonable attorneys' fees, and expenses. Defendants are jointly and severally liable for all such damages.

COUNT IV
PUNITIVE DAMAGES

92.

Plaintiffs reallege and incorporate Paragraphs 1 through 73 of this Complaint by reference, as if fully set forth herein.

93.

Defendants' actions show willful misconduct, malice, fraud, wantonness, oppression, and that entire want of care which would raise the presumption of conscious indifference to consequences as to entitle Plaintiffs to punitive damages against Defendants in accordance with O.C.G.A. § 51-12-5.1. Defendants acted with the specific intent to cause harm to Plaintiffs. Defendants are jointly and severally liable for all such damages.

COUNT VI
ATTORNEYS' FEES AND COSTS OF LITIGATION

94.

Plaintiffs reallege and incorporate Paragraphs 1 through 73 of this Complaint by reference, as if fully set forth herein.

95.

Plaintiffs are entitled to the recovery of the costs of litigation and their attorney's fees due to the bad faith inherent in Defendants' behavior as set forth in the counts for the intentional torts of fraud and breaches of fiduciary duty.

Defendants have acted in bad faith, been stubbornly litigious, and caused Plaintiffs unnecessary trouble and expense, entitling Plaintiffs to recovery of their expenses of litigation, including attorney's fees, pursuant to O.C.G.A. § 13-6-11. Defendants are jointly and severally liable for all such damages.

WHEREFORE Plaintiffs pray that:

(a) the Court enter judgment in favor of Plaintiffs, and against Defendants, jointly and severally, on Count I of the Complaint, in the amount of $310,088.33 in principal and interest through March 31, 2021, plus additional prejudgment interest and collection costs;

(b) the Court enter judgment in favor of Plaintiffs, and against Defendants, jointly and severally, on Counts II and III of the Complaint, in an amount to be determined at trial but no less than $1,124,986.96 on each separate count, Counts II and III;

(c) the Court enter judgment in favor of Plaintiffs, and against Defendants, jointly and severally, on Count IV for punitive damages, in an amount to be determined at trial;

(d) the Court enter judgment in favor of the Plaintiffs, and against Defendants, jointly and severally, on Count V for expenses of litigation, including reasonable attorneys' fees, in an amount to be determined at trial; and

(e) the Court grant such other relief as it deems just and proper.

This 31st day of March 2021.

/s/ Andrew M. Beal
Andrew M. Beal
Georgia Bar No. 043842
Paul Jay Pontrelli
Georgia Bar No. 583513

BUCKLEY BEAL LLP
600 Peachtree Street, NE, Suite 3900
Atlanta, Georgia 30308
Tel: 404-781-1100
Fax: 404-781-1101

EXHIBIT 1

JBD Consulting, LLC

eMONEco, Inc. (EMON)

PROMISSORY NOTE
(LUMP-SUM PAYMENT OR STOCK CONVERSION)

Minimal Amount - $100,000.00

Actual Amount - $ 150,000.00

July 22, 2016
Leawood, Kansas

NEITHER THE ISSUANCE AND/OR THE SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

On or before July 22, 2018 for value received, the undersigned JBD Consulting, majority shareholder of eMONEco, (the "**Borrower**") promises to pay to the order of Pro Players LLC (the **Holder**"), in the manner and at the place provided below, the principal sum of $150,000.00 or stock in eMONEco, Inc. (EMON).

1. PAYMENT.

All payments of principal under this note will be made in lawful money of the United States of America, in same day funds, without offset, deduction, or counterclaim, to a placed designated in writing by the HOLDER.

2. STOCK.

Upon official issuance of eMONEco, Inc. (EMON) stock, Borrower will deliver shares of its company common stock par value of $0.001 per share to HOLDER at a loan conversion rate price point of $0.25 per share.

3. PREPAYMENT.

The Borrower may prepay this note, in whole or in part, at any time before maturity without penalty or premium. Any partial prepayment will be credited to the principal amount borrowed by the BORROWER. No prepayment extends or postpones the maturity date of this note. The Borrower will repay the note either in principal plus fourteen percent (14%) or in stock conversion at the specified conversion rate listed in section 2 above.

4. EVENTS OF DEFAULT.

Each of the following constitutes an "**Event of Default**" under this note: (i) the Borrower's failure to make any payment when due under the terms of this note, including the lump-sum payment due under this note at its maturity; (ii) the filing of any voluntary or involuntary petition in bankruptcy by or regarding the Borrower or the initiation of any proceeding under bankruptcy or insolvency laws against the Borrower; (iii) an assignment made by the Borrower for the benefit of creditors; or (iv) the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrower's assets or property; or (v) the death of the Borrower.

5. ACCELERATION; REMEDIES ON DEFAULT.

If any Event of Default occurs, all principal and other amounts owed under this note will become immediately due and payable without any action by the Holder, the Borrower, or any other person. The Holder, in addition to any rights and remedies available to the Holder under this note, may, in his sole discretion, pursue any legal or equitable remedies available to him under applicable law or in equity.

6. WAIVER OF PRESENTMENT; DEMAND.

The Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against the undersigned. Acceptance by the Holder or any other holder of this note of any payment differing from the designated lump-sum payment listed above does not relieve the undersigned of the obligation to honor the requirements of this note.

7. TIME OF THE ESSENCE.

Time is of the essence for every obligation under this note.

8. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of Kansas govern this note (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Johnson County, Kansas.

9. COLLECTION COSTS AND ATTORNEYS' FEES.

The Borrower shall pay all costs and expenses of the collection of indebtedness evidenced by this note, including reasonable attorneys' fees and court costs in addition to other amounts due, without protest.

10. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** The Borrower may not delegate any performance under this note.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 10, it is void.

11. SEVERABILITY.

If any one or more of the provisions contained in this note is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this note, but this note will be construed as if that invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this note to be unreasonable.

12. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this note shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this note: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section 13 to a party at the following addresses:

If to the Borrower:

JBD Consulting, LLC
attn: Donald Latson
4701 W. 78th Street
Prairie Village, KS 66208
913-393-1943
Info@jbdconsulting.us

If to the Holder:

Pro Players, LLC
c/o Dale Davis (Name of Client: Calvin and Chareka Cross)
191 Peachtree Street, Suite 3275
Atlanta, GA 30303

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this note will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. HEADINGS.

The descriptive headings of the sections and subsections of this note are for convenience only, and do not affect this note's construction or interpretation.

[SIGNATURE PAGE AND FUNDS TRANSFER INSTRUCTIONS PAGE FOLLOWS]

Each party is signing this note on the date stated opposite that party's signature.

BORROWER NAME, if not an individual

Date: 08/05/2016

By: _____
Name: Donald E. Latson
Title: Managing Partner, JBD Consulting

HOLDER NAME, if not an individual

Date: 08/05/2016

By: _____
Name: Dale Davis
Title: CEO

CLIENT OF HOLDER NAME, if not an individual

Date: _____

By: _____

Client Name: Calvin and Chareka Cross

ELECTRONIC FUNDS TRANSFER INSTRUCTIONS

Name on Account:	JBD CONSULTING
Financial Institution:	Bank of America 9500 Mission Road Overland Park, KS 66206
Account Number:	[redacted]
Routing Number:	101100045
Wire Number:	026009593
SWIFT Code:	BOFAUS3N

EXHIBIT 2

PRO PLAYER L.L.C.
$200,000.00
EIGHT PERCENT (8%) CONVERTIBLE NOTE
DATED
September 29, 2016

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED , OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING , THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

THIS NOTE (the "Note") is a duly authorized Convertible Note of Pro Player L. L.C., a GeorgiaLimited Liability Company (the "Company").

FOR VALUE RECEIVED, the Company promises to pay Calvin and Chareka Cross , jointly, (the "Holder"), the Principal S um of Two Hundred Thousand Dollars and no cents ($200,000.00) (the "Principal Amount ") or such lesser principal amount following the conversion or conversions of this Note in accordance with Paragraph 2 (the "Outstanding Principal Amount") on September 30 , 2017 (the "Maturity Date"), and to pay interest on the Outstanding Principal Amount ("Interest") in a lump sum on the Maturity Date, at the rate Eight percent (8%) per Annum (the "Rate") from the date of issuance.

Accrual of interest shall commence on the date of this Note and continue until the Company repays or provides for repayment in full the Outstanding Principal Amount and all accrued but unpaid Interest. Accrued and unpaid Interest shall bear Interest at the Rate until paid , compounded monthly. The Outstanding Principal Amount of this Note is payable on the Maturity Date in such coin or currency of the United States as at the time of payment is legal tender for payment of public and private debts, at the address last appearing on the Note Register of the Company as designated in writing by the Holder from time to time. The Company may prepay principal and interest on this Note at any time before the Maturity

Date. The Company will pay the Outstanding Principal Amount of this Note on the Maturity Date, free of any withholding or deduction of any kind (subject to the provision of paragraph 2 below), to the Holder as of the Maturity Date and addressed to the Holder at the address appearing on the Note Register.

This Note is subject to the following additional provisions:

1. All payments on account of the Outstanding Principal Amount of this Note and all other amounts payable under this Note (whether made by the Company or any other person) to or for the account of the Holder hereunder shall be made free and clear of and without reduction by reason of any present and future income, stamp, registration and other taxes, levies, duties, cost, and charges whatsoever imposed, assessed, levied or collected by the United States or any political subdivision or taxing authority thereof or therein , together with interest thereon and penalties with respect thereto, if any, on or in respect of this Note (such taxes, levies, duties, costs and charges being herein collectively called 'Taxes").

2. The Holder of this Note is entitled, at its option, at any time after the issuance of this Note but 30 days before maturity , to convert all or any lesser portion of the Outstanding Principal Amount and accrued but unpaid Interest into a three percent ownership share of ProPlayers L.L.C. and three percent ownership share in ProPlayers Holdings, Inc., Georgia Corpoaration unless otherwise modified by mutual agreement between the Parties.

3. No provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to the payment of the Outstanding Principal Amount of this Note at the Maturity Date, and in the coin or currency herein prescribed. This Note and all other Notes now or hereafter issued on similar terms are direct obligations of the Company. In the event of any liquidation, reorganization , winding up or dissolution, repayment of this Note shall not be subordinate in any respect to any other indebtedness of the Company outstanding as of the date of this Note or hereafter incurred by the Company.

   Such non-subordination shall extend without limiting the generality of the foregoing, to all indebtedness of the Company to banks, financial institutions, other secured lenders, equipment lessors and equipment finance companies, but shall exclude trade debts. Any warrants, options or other securities convertible into stock of the Company issued before the date hereof shall rank pari passu with the Note in all respects.

4. Prepayment. At any time that the Note remains outstanding, upon three (3) business days ' written notice (the "Prepayment Notice") to the Holder, the Company may pay 100% of the entire Outstanding Principal Amount of the Note plus any accrued but unpaid Interest without penalty.

5. The Company covenants that until all amounts due under this Note are paid in full, by conversion or otherwise, unless waived by the Holder or subsequent Holder in writing, the Company shall:

give prompt written notice to the Holder of any Event of Default or of any other matter which has resulted in, or could reasonably be expected to result in a materially adverse change in its financial condition or operations;

give prompt notice to the Holder of any claim, action or proceeding which, in the event of any unfavorable outcome, would or could reasonably be expected to have a Material Adverse Effect (as defined in the Note Purchase Agreement) on the financial condition of the Company;

7. Upon receipt by the Company of evidence from the Holder reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note,
   i. in the case of loss, theft or destruction, upon provision of indemnity reasonably satisfactory to it and/or its transfer agent, or

   ii. in the case of mutilation, upon surrender and cancellation of this Note, then the Company at its expense will execute and deliver to the Holder a new Note, dated the date of the lost, stolen, destroyed or mutilated Note, and evidencing the outstanding and unpaid principal amount of the lost, stolen, destroyed or mutilated Note.

8. If any term in this Note is found by a court of competent jurisdiction to be unenforceable, then the entire Note shall be rescinded, the consideration proffered by the Holder for the remaining Debt acquired by the Holder not converted by the Holder in accordance with this Note shall be returned in its entirety.
9.
10. The Note and the Agreement between the Company and the Holder (including all Exhibits thereto) constitute the full and entire understanding and agreement between the Company and the Holder with respect to the subject hereof. Neither this Note nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Holder.

11. This Note shall be governed by and construed in accordance with the internal laws of the State of Georgia

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by an officer thereunto duly authorized, as of the date first written above.

Pro Player L.L.C.

By: Elliot Lydell Davis
Managing Member