

STATE OF INDIANA

IN THE MARION COUNTY SUPERIOR  
COURT

) SS:

COUNTY OF MARION

) CAUSE NO. 49D04 16 06 CT 01 98 52

USA TRACK & FIELD, INC.

Plaintiff,

vs.

LIONEL LEACH, RON MASCARENAS,  
KENNETH FERGUSON, DOROTHY  
DAWSON, LINDA ELLIS, LINDA  
PHELPS, NORINE RICHARDSON, HENRY  
MCCALLUM, DAVID REINHARDT, INEZ  
FINCH, MARC JONES, MARY  
ELIZABETH AUDE, AND JACQUELINE  
WHITE

Defendants.

**FILED**

(182)

JUN 03 2016

*Mylan A. Eldridge*  
CLERK OF THE MARION CIRCUIT COURT

**COMPLAINT**

Plaintiff USA Track and Field, Inc. ("USATF") for its Complaint for Damages, Declaratory Relief, and Injunctive Relief against Defendants Lionel Leach, Ron Mascarenas, Kenneth Ferguson, Dorothy Dawson, Linda Ellis, Linda Phelps, Norine Richardson, Henry McCallum, David Reinhardt, Inez Finch, Marc Jones, Mary Elizabeth Aude, and Jacqueline White (collectively, the "Defendants"), alleges, upon knowledge as to its own acts and otherwise upon information and belief, the following:

**INTRODUCTION AND NATURE OF THE ACTION**

1. This is an action for damages, for a declaratory judgment, and for injunctive relief.
2. At stake is Plaintiff USATF's ability to run the business operations of the organization which allow it to provide support and funding for all of its constituents, including

elite American athletes competing in the 2016 Olympic Games and the next generation of athletes. Through a series of unauthorized, unlawful, tortious, and harmful actions, Defendants have maliciously injured Plaintiff USATF.

### **THE PARTIES**

3. Plaintiff USA Track & Field ("USATF") is a national governing body recognized by the U.S. Olympic Committee for Athletics (track and field, long distance running, race walking, and other similar sports). USATF, among other things: selects, promotes, and oversees the USA Track and Field National Team that competes at the Olympics and other international competitions in Athletic events; helps develop future Athletics stars; promotes the sport of Athletics; and establishes and enforces the rules of Athletics.

4. USATF is a non-profit organization with its principal office in Indianapolis, Indiana.

5. The Youth Athletics Division (the "Division"), one volunteer division among six, assists USATF with youth programming. The national USATF Board of Directors oversees the Division.

6. The Youth Executive Committee (the "Committee") is the executive committee of the Division. It includes the Divisional Chair, the Divisional Vice Chair, the Vice Chair of Operations, the Vice Chair for Administration/Treasurer, the Divisional Secretary, five (5) Zonal Representatives, the immediate past Divisional Chair, and one ex-officio member.

7. Defendant Lionel Leach is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Leach from his position as the Executive Chair of the Committee, because of the actions described herein.

8. Defendant Ron Mascarenas is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Mascarenas from his position as the Executive Vice Chair of the Committee, because of the actions described herein.

9. Defendant Kenneth Ferguson is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Ferguson from his position as the Vice Chair of Operations of the Committee, because of the actions described herein.

10. Defendant Dorothy Dawson is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Dawson from her position as the Vice Chair of Administration of the Committee, because of the actions described herein.

11. Defendant Linda Ellis is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Ellis from her position as the Secretary of the Committee, because of the actions described herein.

12. Defendant Linda Phelps is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Phelps from her position as the Past Youth Chair of the Committee.

13. Defendant Norine Richardson is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Richardson from her position as the Legal Advisor of the Committee.

14. Defendant Henry McCallum is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend McCallum from his position as the Regional Coordinator Representative of the Committee.

15. Defendant David Reinhardt is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Reinhardt from his position as the Northeast Zone Representative of the Committee.

16. Defendant Inez Finch is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Finch from her position as the South Zone Representative of the Committee.

17. Defendant Marc Jones is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Jones from his position as the Midwest Zone Representative of the Committee.

18. Defendant Mary Elizabeth Aude is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend Aude from her position as the West Zone Representative of the Committee.

19. Defendant Jacqueline White is an individual. On May 24, 2016, the USATF Board of Directors voted 11 to 1 to immediately suspend White from her position as the Southwest Zone Representative of the Committee.

#### **JURISDICTION AND VENUE**

20. Defendants' conduct that gives rise to the present claims is substantially connected to Marion County, Indiana.

21. Personal jurisdiction and venue are proper in this Court for the following independent reasons: (a) a substantial part of the property that is the subject of the action is situated in Marion County, Indiana; (b) a substantial part of the events giving rise to the present claims occurred in or otherwise substantially relate to Marion County, Indiana; (c) Defendants intentionally directed activity to Marion County, Indiana; (d) Defendants knowingly and



unlawfully caused Plaintiff injury in Marion County, Indiana, and/or (e) Defendants' relationships, dealings, and/or contacts with Indiana residents and corporations create proper venue and personal jurisdiction in this Court.

22. Accordingly, personal jurisdiction is proper in this Court pursuant to Indiana Rule of Trial Procedure 4.4(1), (2), (3), and/or (4), and venue is proper in this Court pursuant to Indiana Rule of Trial Procedure 75(A)(2), (4), (9), and/or (10).

### **FACTS**

#### **USATF's By-Laws and Regulations**

23. USATF is governed by a Board of Directors (the "Board"), which shall establish policies, oversee all USATF committee programs, and select a Chief Executive Officer/CEO to lead National Office Management.

24. USATF committee programs, including the Youth Executive Committee, are subordinate to the Board, which oversees all USATF committee programs.

25. USATF's CEO shall conduct USATF programs and enforce USATF policies under the Bylaws and Operating Regulations. USATF's CEO has the authority to manage and supervise USATF's day-to-day affairs, employ staff, take actions to protect USATF from liability to third parties or to protect USATF's integrity.

26. The CEO shall be responsible for managing all commercial aspects of USATF.

27. Unless the Board otherwise directs, the CEO has the exclusive authority to ensure that all contracts and other legal commitments of USATF are signed and/or approved through established procedures.

28. The CEO, or another USATF staff member the CEO designates, must sign all contracts and commercial agreements on behalf of USATF.

### **USATF's Commercial Activities**

29. As part of its commercial activities, USATF, through its CEO and other national staff, seeks vendors, sponsors, and other corporate partners.

30. Since Max Siegel became CEO in 2012, USATF has increased revenue and net assets and signed new partnership deals. The result of these commercial activities has been to funnel additional monies into USATF program activities to support elite and Olympic athletes, promote the sport of Athletics, and develop youth talent.

31. The new CEO's success in generating corporate partnership activities generated positive media coverage for USATF.

32. Crucial to the success of obtaining new corporate partners is USATF's ability to follow through on its promises and deliver on its contracts.

33. The USATF CEO and other national staff manage USATF's relationship with corporate partners and vendors for all aspects of the business, including event registration companies for its national championship properties and applicable feeder (qualifying) events.

34. Any commercial agreement or contractual obligation binding USATF must be signed by the USATF CEO or his designee.

35. Event registration for USATF national championship properties and applicable feeder (qualifying) events falls squarely within the confines of the "commercial aspects" of USATF, and is thus managed by the USATF CEO under the bylaws of USATF.

36. No one, other than the USATF CEO or his designee, has the authority to speak for USATF regarding the commercial aspects of national event registration.

### **Defendants' Wrongful Actions**

37. Through a series of meetings in late 2015, Defendants informed USATF, youth chairs, and local associations that the Youth Committee had made a change in how all youth meets, including national championships and feeder events, would be timed. Specifically, Defendants announced that all youth meets, including national championships and feeder events, would be required to use a particular timing management system.

38. This announcement was unprecedented and made without any consultation with USATF's national office or USATF's local associations.

39. Associations complained to USATF, because many of these associations already had different timing management systems, and had no need to purchase additional timing management systems or use a different timing management system for youth events.

40. The new timing management system Defendants announced would be required for youth events was not compatible with the event registration system used by USATF for its national championships and feeder events in 2015. Likewise, many local associations used event registration systems for purely local events that were not compatible with the newly announced youth timing management system.

41. Accordingly, Defendants' announcement necessitated a change in the event registration provider.

42. Meanwhile, prior to Defendants' announcement, over the course of 2015, USATF was conducting due diligence on event registration service providers.

43. In the fall of 2015, USATF was in direct negotiations with a company that provided, among other things, event registration capabilities for a lucrative sponsorship and revenue sharing arrangement.

44. When that company heard Defendant's unilateral pronouncement that youth events would be timed using the newly selected timing management system, that company ceased negotiations with USATF, because that company owns a conflicting timing management system.

45. On or about November 2015, prior to USATF's annual meeting, USATF's Chief Operating Officer, Renee Washington, communicated to Defendant Lionel Leach that USATF's national staff had been working through its due diligence process for an extended period for the selection of a potential new event registration provider.

46. Eventually, on or around January 2016, USATF, through its CEO, entered into an agreement with a new services provider, Athletic.net, to provide online track meet registration services for all of USATF's 2016 championship events, including feeder meets, at all levels, including youth championships and feeder meets.

47. Athletic.net provided compatibility with multiple timing management systems, including the timing management system Defendants announced would be used at all youth events.

48. Defendants have engaged in a repeated and concerted scheme to disrupt USATF's orderly activities, obstruct USATF's commercial relationships, thwart USATF from establishing new corporate partnerships, and otherwise frustrate USATF from fulfilling its mission and helping athletes.

49. Following the announcement that USATF had entered into a contract with Athletic.net, Defendants openly challenged the USATF's decision to use Athletic.net, in conversations with national officials, on YouTube videos, and in other communications.



50. Specifically, Leach and other Defendants directed registrants for the indoor youth qualifying meets, or “zonals,” to use an event registration provider *other* than Athletic.net.

51. USATF further reminded the relevant actors that Athletic.net was the exclusive event registration provider for USATF championships and applicable feeder meets, including the zonals.

52. In response, Defendants cancelled four of the zonal meets for the improper purpose of disrupting USATF’s orderly business, depriving Athletic.net of revenue, and harming USATF’s best interests.

53. USATF received complaints from parents regarding the Defendants’ specious and arbitrary decision to cancel certain zonal meets, which harmed youth interests and was to the detriment of USATF and its members.

54. In early 2016, Defendant Lionel Leach posted a YouTube video on behalf of the Defendants blaming “some online registration issues” for the Committee’s decision to cancel these zonal meets.

55. The Defendants’ actions were unlawful, unauthorized by USATF, and without any valid purpose.

56. The Defendants’ actions caused USATF harm, including, but not limited to:

- a. a drop in registrations for zonal meets;
- b. damage to USATF’s relationship with Athletic.net, as Athletic.net is now claiming that USATF is in breach of USATF’s agreement with Athletic.net;
- c. loss of revenue to Athletic.net;
- d. damage to USATF’s reputation and concern from potential sponsors that USATF will not follow through on its contractual commitments;

- e. damage to USATF's relationship with members, upset over the decision; and
- f. administrative costs.

57. Defendants have continued to unlawfully encourage individual participants and local associations, to violate USATF's contract with Athletic.net.

58. In the Spring of 2016, USATF's national office sent a notice to associations reminding members that for 2016, Athletic.net is the USATF designated online registration system and providing set-up instructions.

59. Defendants circulated a "petition" in response to USATF's further notice and communication about the choice to use Athletic.net as the designated online registration system.

60. This "petition" stated: "On April 19, 2016, the Youth Programs Department of the National Office, without consulting with the Executive Committee of the Youth Division, sent an e-mail to Associations informing members that "In 2016, Athletic.net is the USATF designated online registration system for all Youth Championships." The e-mail included a link to an attachment termed "the USATF Association JO Championship Meet Set-Up Guide links in both PDF and video tutorial format." The Youth Executive Committee has met and believes that the National Office has failed to follow USATF Articles and Regulations requiring consultation with sports committees before taking actions affecting them and has improperly impinged on the autonomy of the Youth Division in conducting the Sports Committee's Regional and Associations Championships. Please sign this petition in solidarity with our efforts to address these issues. [break] I, \_\_\_\_\_, object to the attempt by the USATF National Office to install Athletic.net as the exclusive registration provider for USATF Association and Regional Championship meets because the Athletic.net

registration system has not been properly vetted and tested with the Computer Committee of the Youth Athletics Committee.”

61. The Youth Athletics Committee and Defendants have no role in the selection or vetting of commercial activities, such as the selection of a corporate partner/sponsor/vendor, including an event registration provider.

62. Upon information and belief, Defendants wrongfully used USATF’s proprietary member lists and other information to circulate the petition.

63. Defendant Lionel Leach has previously improperly used USATF’s confidential data and proprietary information to send an email to USATF members with no legitimate purpose.

64. Defendants further obstructed USATF’s proper role and function through disseminating a second YouTube video.

65. In this video, Defendant Lionel Leach stated on behalf of Defendants:

Hello and good afternoon. This Lionel Leach, National Youth Chair for USA Track and Field. I’m communicating with you today through video, email and my phone to update you about the recent shortcomings and blatant disrespect of Article 15(c) of our National Rules and Regulations of USA Track and Field by certain people in the National Office. Several associations have tried the current version of athletics.net that was distributed by the National Office. Athletics.net has not responded in a timely matter to inquiries from associations about the problems encountered while trying to use this online entry system. Athletics.net sent an email to a Zonal Rep that immediate customer service is only provided to those who are part of the paid system. The Youth Division and its Computer Committee has offered and has been ready to assist the National Office at athletics.net and getting this system up to speed so the Youth Division can put on its National Championship. The National Office has failed to respond to the continuing officers by the Youth Division and the Computer Committee. The Youth Division and the Computer Committee want to ensure an effective and efficient administration of its National Championships. So, in order to perform and meet the high level that is expected by our athletes, coaches and parents, we are making the following recommendation. The Youth Division believes this system is not operational at this time. We are asking all associations that put on their association championships to use the Hy-Tek template that was most



recently sent to you to conduct your association championships. We will take that information from Hy-Tek, from that template and use that for our National and Regional Championship level meets. If you have not received this Hy-Tek template, please contact your Regional Coordinator or Zonal Rep but please, this is the template that we will be using for the 2016 outdoor championships. In closing, as your National Chair, as well as the rest of the elected members on the Youth Executive Committee, we will do our best to make sure that we have a successful 2016 National Championships. However, we will not let people just blatantly disrespect and abuse the rules. One person does not run this organization, it takes a community to run it. We will continue to make overtures to the National Office to work together in order to make this online system the best system possible for our program. I want to thank you. Thank you for listening and you'll be hearing more information within the coming days

66. This YouTube video contains numerous false statements.

67. This YouTube video has caused USATF harm.

68. Athletic.net complained to USATF that the video is blatantly false, defamatory, and harmful to its reputation.

69. The Defendants' actions caused USATF harm, including, but not limited to:

- a. a drop in registrations for feeder meets;
- b. damage to USATF's relationship with Athletic.net, as Athletic.net is now claiming that USATF is in breach of USATF's agreement with Athletic.net;
- c. loss of revenue to Athletic.net;
- d. damage to USATF's reputation and concern from potential sponsors that USATF will not follow through on its contractual commitments;
- e. damage to USATF's relationship with members; and
- f. administrative costs.

70. USATF has heard complaints from additional third parties as well. The host city and local organizing committee for the 2016 Junior Olympics has expressed concern to USATF that registrations for their event will be down because of all of the registration



confusion. That local organizing committee has requested financial support from USATF because of the reduced revenue it expects to see. This damage is a direct and proximate result of Defendants' actions in encouraging youth athletes not to use Athletic.net.

71. Defendants have acted outside the scope of their "official" capacity as suspended volunteer members of the Committee.

72. Defendants have acted in violation of USATF's bylaws and regulations, without authority.

73. In addition to violating USATF's internal bylaws, Defendants have additionally committed illegal acts and abused USATF's civil and property rights.

74. USATF has suffered considerable harm from Defendants' improper and unlawful power grab.

75. USATF functions as a governing body best when it speaks, consistent with its bylaws, with a unified, consistent voice ensuring follow through on contractual obligations that must be signed by the CEO. Defendants' actions have put USATF's great sponsorship successes in jeopardy and caused considerable harm already. It is time to put a stop to Defendants' rogue and unauthorized behavior.

**COUNT I – TORTIOUS INTERFERENCE WITH EXISTING CONTRACT**  
**(Against All Defendants)**

76. USATF incorporates by reference paragraphs 1 through 75.

77. USATF and Athletic.net entered into the Online Meet Registration Services Agreement (the "Contract"), which is a valid and binding contract.

78. The Defendants had knowledge of the Contract.

79. The Defendants intentionally induced USATF's potential breach of the Contract.

80. The Defendants' intentional inducement of USATF's potential breach of the Contract was unjustified and not in pursuit of any legitimate business goal.

81. USATF suffered damages from the Committee's tortious interference with the Contract.

82. WHEREFORE, USATF requests that the Court enter judgment in its favor and against the Defendants on its claims for tortious interference with an existing contract, and award USATF its damages in an amount to be established at trial, punitive damages, prejudgment interest, costs, attorneys' fees, and all other just and proper relief.

**COUNT II – CONSPIRACY TO INTERFERE WITH A BUSINESS RELATIONSHIP**  
**(Against All Defendants)**

83. USATF incorporates by reference paragraphs 1 through 82.

84. USATF is in an existing relationship with Athletic.net.

85. The Defendants intentionally interfered with that relationship, as described above.

86. The Defendants' intentional interference caused the disruption and possible termination of the business relationship between USATF and Athletic.net.

87. The Defendants have and had no justification for their actions.

88. The Defendants' actions constitute a combination of acts done in concert to interfere with the existing relationship between USATF and Athletic.net.

89. The Defendants used unlawful means to achieve this interference.

90. WHEREFORE, USATF requests that the Court enter judgment in its favor and against the Defendants on its claims for conspiracy to interfere with a business relationship, and award USATF its damages in an amount to be established at trial, punitive damages, prejudgment interest, costs, attorneys' fees, and all other just and proper relief.

**COUNT III – TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS  
RELATONSHIPS  
(Against All Defendants)**

91. USATF incorporates by reference paragraphs 1 through 90.

92. USATF was in a valid business relationship with vendors, sponsors, and other corporate partners, including USATF's relationship with a potential revenue-sharing event registration entity.

93. The Defendants had knowledge of the existence of the business relationship between USATF and these vendors and sponsors.

94. The Defendants intentionally, wrongfully, illegally, and unlawfully interfered with these relationships and proximately caused the disruption and/or termination of these relationships.

95. The Defendants had no justification for their actions.

96. USATF was damaged by Defendants' actions.

97. WHEREFORE, USATF requests that the Court enter judgment in its favor and against the Defendants on its claims for tortious interference with prospective business relationships, and award USATF its damages in an amount to be established at trial, punitive damages, prejudgment interest, costs, attorneys' fees, and all other just and proper relief.

**COUNT IV – DECLARATORY JUDGMENT  
(Against All Defendants)**

98. USATF incorporates by reference paragraph 1 through 97.

99. There is an actual and present controversy between the parties concerning their interpretation of USATF's Bylaws and Regulations.

100. Pursuant to Indiana Code 34-14-1-1, et seq., this Court has the authority to declare the rights of the parties in connection with their dispute over whether the Defendants and the Committee can enter into its own contracts with outside vendors.

101. The Court should declare the following:

- a. The USATF CEO and other national staff manage USATF's relationships with corporate partners and vendors for all aspects of the business, including event registration companies for its national championship properties and applicable feeder events;
- b. Any commercial agreement or contractual obligation binding USATF must be signed by the USATF CEO or his designee;
- c. Defendants have no authority to select any commercial vendor that impacts national championships or applicable feeder meets, including the event registration vendor for national champion properties and applicable feeder meets. This is solely under the authority of the USATF.
- d. The selection of an event registration company for national championships and applicable feeder meets is a commercial activity that falls exclusively within the purview of the USATF CEO or his designee, with oversight from the National Board of Directors.
- e. Defendants' actions in encouraging registrants to use an event registration system other than the one approved by USATF's CEO constituted a violation of their authority under the applicable Bylaws and Regulations.



- f. Defendants' actions in encouraging registrants to use an event registration system other than the one approved by USATF's CEO was opposed to and detrimental to USATF's best interests.

102. WHEREFORE, USATF requests that this Court enter a declaratory judgment in its favor and against Defendants, as set forth above, and requests the Court award USATF its attorneys' fees, costs, and all other just and proper relief.

#### **COUNT V – INJUNCTIVE RELIEF**

103. USATF incorporates by reference paragraphs 1 through 102.

104. Defendants continue to improperly encourage youth athletes to use a non-approved vendor to register for the Youth Outdoor Championships, causing damages.

105. Defendants continue to unlawfully interfere with USATF's activities, causing real-time irreparable and ongoing harm.

106. This Court should order that Defendants cease and desist these and other unlawful actions described in this Complaint.

107. WHEREFORE, Plaintiff prays for judgment in its favor and against Defendants in an amount sufficient to compensate it for its damages, costs, punitive damages, prejudgment interest, attorneys' fees, account stated, declaratory judgment, injunctive relief, and all other just and proper relief.

#### **COUNT VI – VIOLATION OF INDIANA UNIFORM TRADE SECRETS ACT** **(Against Lionel Leach)**

108. USATF incorporates by reference paragraphs 1 through 107.

109. USATF derives independent economic value from the information from athletes it stores and the process and techniques by which it collects this information. These are trade secrets.

110. USATF made reasonable efforts to maintain the secrecy of its trade secrets.

111. Under the circumstances, the Defendants had a duty to maintain the secrecy of USATF's trade secrets by virtue of being a member of a subordinate association to the USATF.

112. The Defendants knew that their knowledge of USATF's trade secrets were acquired under circumstances giving rise to a duty to maintain their secrecy or limit their use.

113. These trade secrets were then disclosed by the Defendants without the consent of the USATF.

114. The Defendants' misappropriation of USATF's trade secrets caused damage and irreparable harm to USATF in an amount to be determined at trial.

115. Indiana Code § 24-2-3-3 provides for injunctive relief for any actual or threatened misappropriation.

116. The threatened and continued injury to USATF absent injunctive relief outweighs the prospective harm, if any, to the Defendants if an injunction is granted.

117. Injunctive relief prohibiting Defendants from further misappropriation of USATF's trade secrets serves the public interest.

118. The Defendants' misappropriation was willful and malicious, and as such, exemplary damages are warranted in addition to an award of USATF's attorneys' fees and costs.

119. WHEREFORE, USATF requests that the Court enter judgment in its favor and against Defendants in an amount to sufficiently compensate USATF for its damages in an amount to be determined at trial; enjoin Defendants from further misappropriation of

USATF's trade secrets, together with exemplary damages; and award USATF its costs, attorneys' fees, prejudgment interest, and all other just and appropriate relief.

**COUNT VII – COMMON LAW CONVERSION**  
**(Against Lionel Leach)**

120. USATF incorporates by reference paragraphs 1 through 119.

121. Athlete information collected by USATF, including names, dates of birth, physical statistics, social security numbers, email addresses, home addresses, and other confidential information are USATF's personal property.

122. Defendants, negligently and otherwise, exerted unauthorized control over USATF's confidential information and used that information to its own benefit in a manner inconsistent with USATF's ownership rights.

123. In doing so, Defendants committed the tort of conversion.

124. As the direct and proximate result of Defendant's conversion, USATF suffered damages.

125. WHEREFORE, USATF requests that judgment be entered in its favor and against Defendants on its conversion claims, order Defendants to pay USATF damages sufficient to compensate USATF for its losses in an amount to be determined at trial, award USATF costs, attorneys' fees, and prejudgment interest, and grant all other just and appropriate relief.

**COUNT VIII – CRIMINAL CONVERSION**  
**(Against Lionel Leach)**

126. USATF incorporates by reference paragraphs 1 through 125.

127. Athlete information collected by USATF, including names, dates of birth, physical statistics, social security numbers, email addresses, home addresses, and other confidential information are USATF's personal property.

128. Defendants knowingly and intentionally exerted unauthorized control over USATF's personal property in violation of Indiana Code § 35-43-4-3.

129. In doing so, Defendants have committed criminal conversion.

130. Defendants' actions have caused USATF to suffer pecuniary harm.

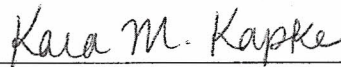
131. USATF is entitled to costs, attorneys' fees, and statutory damages in the amount of twice its pecuniary harm pursuant to Indiana Code § 34-24-3-1.

132. WHEREFORE, USATF requests that judgment be entered in its favor and against Defendants on USATF's claims for criminal conversion, that Defendants be ordered to pay USATF damages sufficient to compensate it for its losses in an amount to be determined at trial, that Defendants be ordered to pay USATF statutory damages of twice its compensatory damages, that Defendants be ordered to reimburse USATF for its costs and attorneys' fees, prejudgment interest, and requests all other just and proper relief.

**JURY DEMAND**

Plaintiff USATF demands a trial by jury on all claims so triable.

Respectfully submitted,



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