

## Lawyer: Ex-Falcon settles suit for \$317K

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By Andy Peters, Staff Reporter

### **Prospot principal claimed he was 'under duress' when he agreed to pay company's debt**

A lawyer for retired Atlanta Falcons defensive tackle Travis Hall said he has settled a fight with a former supplier to Hall's weight-training equipment company that was trying to collect more than \$300,000 from him.

Late Thursday afternoon, one of Hall's lawyers, Jefferson M. Allen, told the Daily Report about a tentative settlement agreement in which Hall will pay the supplier \$316,931. The settlement had not been finalized or filed with Gwinnett State Court on Thursday, and a lawyer for the supplier could not be reached to confirm the settlement.

The dispute became thorny after Hall claimed he had signed a document "under duress" because a lawyer for the supplier presented it to him before Hall could consult his lawyer.

The company of which Hall owns a majority, ProSpot Inc., had been involved in a long-running dispute over the money. Hall's attorneys blamed the problem on ProSpot's former CEO and argued that Hall shouldn't have to pay attorney fees and interest.

An Alaska native and a graduate of Brigham Young University, Hall played for the Falcons for a decade and was a starter on the team that made it to the 1999 Super Bowl. Hall's 12,000-square-foot Sugarloaf Country Club home, which includes custom interior design, a pool and a home theater, was featured in a May 2008 Atlanta Journal-Constitution article.

After his retirement from football in 2005, Hall co-founded ProSpot Fitness, a Norcross company that makes weight-training equipment that doesn't require a second person to act as a spotter for the person lifting weights. Other ex-football players have invested in the company.

ProSpot's equipment is based on technology developed by Ebbex, according to Ebbex's court filings. ProSpot and Ebbex signed a royalty and consulting agreement in 2000.

Ebbex, however, terminated that agreement in 2007, and ProSpot agreed to pay Ebbex \$250,000, according to Ebbex's court pleadings. Ebbex and its counsel, **Richard L. Robbins** and **Jeremy U. Littlefield** of **RobbinsLaw**, had since tried to collect that debt, but with little success.

**Robbins**, while he was with his previous firm, Sutherland Asbill & Brennan, had sued ProSpot on behalf of Ebbex in Gwinnett State Court in February 2008. No one made an appearance to defend ProSpot, **Robbins** said, and Ebbex obtained a default judgment in April 2008 from Judge Robert W. Mock Sr. for \$325,255 plus

interest.

According to Ebbex's complaint, Hall then signed a settlement agreement on behalf of ProSpot, which included a payment schedule for \$330,000, plus 10 percent interest. Hall also signed a personal guaranty, so if ProSpot defaulted, he would cover the outstanding debt.

But this apparent cooperation by Hall has produced an odd argument about whether the former football player was “under duress” at the time from a relatively small, female lawyer, **Littlefield of RobbinsLaw**.

**Littlefield** said in an affidavit that she visited Hall at his home, where Hall and his wife, Tonya, “were very gracious” and “offered [her] a drink.” **Littlefield** and the Halls had a “nice conversation ... for about an hour,” she said.

Hall's court pleadings contradict **Littlefield's** version of the events of that day. In a hand-written affidavit, Hall wrote that [Littlefield] arrived at his home and “insisted that I sign [the document] that evening. I did not have an opportunity to consult with an attorney that represented me to review the document and explain to me what my liability would be. ... I felt under duress by this attorney to sign the document.”

**Robbins** responded in a court filing that Littlefield is a 5-foot-5-inch, 120-pound woman, and that Hall is a 6-foot-5-inch, 297-pound man.

“The suggestion that a former 300-lb. former NFL defensive tackle could be placed 'under duress' in his own home by Ms. Littlefield is absurd,” **Robbins** wrote.

**Robbins** added that Hall already had signed some of the documents Littlefield wanted him to sign, and she asked that he sign additional copies of the same documents out of an “abundance of caution.” Hall also was already aware of the contents of the documents, had agreed to sign them, and had already been advised to seek counsel, **Robbins** said.

“At no time did I threaten [Hall] with legal action or otherwise if he did not sign the documents,” Littlefield said in her affidavit.

Tonya Hall said in an affidavit filed on March 5 that she doesn't remember meeting Littlefield, that she does not remember Littlefield visiting her house, that she does not remember offering her a drink, and that she does not remember having an hour-long conversation with her.

“Jeremy Littlefield is an unusual name for a woman and I have a good recollection of names and faces and I believe if I had met Ms. Littlefield that evening I would remember her,” Tonya Hall said in her affidavit.

Hall's counsel filed a motion to strike Littlefield's affidavit or to disqualify her from the case, arguing that she's unlawfully serving as witness and advocate. Mock has not yet ruled on that motion.

Hall's liability for the debt is an issue because ProSpot has paid only \$65,000 of its debt to Ebbex, according to Ebbex.

After Hall and ProSpot failed to respond to letters from Ebbex informing him that he and the company had defaulted on the loan and on Hall's personal guaranty, Ebbex sued Hall personally in Gwinnett State Court last October.

Mock on Jan. 27 issued an order against Hall that granted a default judgment to Ebbex, making Hall liable for the debt.

On Feb. 19, the day that a default hearing was scheduled in front of Mock, Hall hired lawyers Jefferson M. Allen and Lawrence A. Cooper of Cohen, Cooper, Estep & Whiteman. Allen and Cooper promptly filed a motion to throw out the default judgment against Hall. Although Mock later denied that motion, Allen and Cooper have refined Hall's legal argument.

They argued that the former chief executive officer of ProSpot, Michael Slawinski, is to blame for the missed loan payments. They also say that Slawinski was responsible for ProSpot's day-to-day operations, and that he failed to inform Hall of its deteriorating financial situation or the ongoing legal developments with Ebbex. Hall fired Slawinski after learning of his "neglect and mismanagement," they wrote in one court filing.

Slawinski is a named defendant in several garnishment proceedings filed against ProSpot in Gwinnett State Court. Slawinski is also a named defendant in two suits filed against ProSpot in Gwinnett by Land America Health & Fitness Co. In one case, Land America, a Chinese manufacturer of fitness equipment, claims ProSpot, Hall and Slawinski owe the company more than \$1 million for fitness equipment they ordered.

Taylor English Duma partner Marc A. Taylor, who is representing Slawinski in the Land America case, said, "We categorically deny all of [the] allegations" made by Hall's attorneys about Slawinski's management of ProSpot.

The case between Ebbex and Hall is Ebbex v. Hall, No. 08-C-16977-S1.