

## CONTRACT: Former USC star says group failed to promote plans to enter motorsports

■ Continued from PAGE 1

Circuit Court case No. 281666-V.

### Dream Turned Bad

Staley, a South Carolina native and former Gamecocks star, played in the NFL for 10 seasons, including seven years with the Philadelphia Eagles.

Now retired as a player, he works as a sideline reporter for USC football radio broadcasts and hosts a daily sports talk show on WNKT-FM in Columbia.

In June 2006, he was coming off a Super Bowl victory with the Pittsburgh Steelers and getting ready for training camp when he entered a contract with the agency.

Staley, who grew up as a racing fan, told *Lawyers Weekly* that his goal at that time was to transition from the NFL to a career as the owner of a professional drag-racing team, Catch 22 Motorsports.

According to one of the agency's press releases, the two-car team was to compete in the National Hot Rod Association's Pro Stock Division.

"It was always a dream of mine to go out

there and race on a national level and be competitive," Staley said. "Through this agency, I was hoping to fulfill my dream."

The contract specifically said that the agency was to provide Staley with "marketing services to leverage motorsports sponsorships."

After three months, Staley said the agency's work became "unclear." The only major publicity event arranged was an interview on XM radio, and potential sponsors the agency claimed were "waiting in the wings" never materialized, he said.

He stopped paying the agency in October 2006, and in April 2007, the agency sued him to recover the \$87,500 balance of the contract.

Staley counterclaimed in October 2007, seeking \$625,000 in actual damages for breach of contract and negligent misrepresentation and \$1 million in punitive damages.

### Breach Of Contract

At trial, Gist said he argued that the contract — drafted by the agency — contained clauses that were "fraught with ambiguities."

"If the contract is drawn up by one party, those ambiguities weigh heavily against the party who drew up the contract," Gist said.

"As a consequence, we were able to prove that this was a contract of performance that placed an obligation on Mr. Staley to pay \$12,500 per month, which he met.

"When he realized that these people weren't representing his interests, he began to call their hand. They, in turn, breached the



*"These athletes can make millions of dollars, but they are young and not experienced in the business world, and they can fall prey to these predatory types who seek to capitalize on their hard-earned money."*

Donald Gist,  
represented Staley

agreement by terminating it themselves," Gist said.

The jury awarded \$62,500 on the breach-of-contract claim.

### Negligent Misrepresentation

On the negligent misrepresentation claim, the jury awarded \$300,000.

Staley argued that the agency had simply made promises it could not keep and, in turn, he missed out on parlaying his NFL popularity into sponsorships.

"If they had delivered on their commitment, he would have been able to transition after the 2006 season to becoming a racecar

team owner," Gist said. "He lost that one-time opportunity to start a new venture in his life that would have been a new career for him.

"Even though he is still a recognized sports personality, his playing career is over. His chance to land sponsors is gone," he said.

Staley said that other professional athletes could learn from his experience.

"You've got to go to the max and make sure that contract is right," he said, "and you've got to make sure that people are who they say they are."

— Questions or comments may be directed to the writer at [guy.loranger@sc.lawyersweekly.com](mailto:guy.loranger@sc.lawyersweekly.com).