

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

SAGICOR LIFE INSURANCE	)	
COMPANY,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE NO.:
v.	)	
	)	
ALLIANCE ACTIVATION, LLC,	)	
JOHN CRISTADORO,	)	
and JOHN DOE,	)	
	)	
Defendants.	)	

COMPLAINT

COMES NOW SAGICOR LIFE INSURANCE COMPANY (hereinafter “Sagikor” or “Plaintiff”), and files this its Complaint against Defendants, showing the Court the following:

PARTIES & JURISDICTION

1.

Sagikor is a foreign corporation registered to conduct business in the state of Georgia, with a principal place of business located at 8660 E. Hartford Drive, Suite 200, Scottsdale, AZ, 85255. Sagikor voluntarily subjects itself to the jurisdiction and venue of this Court.

2.

Defendant Alliance Activation, LLC (hereinafter “Alliance”) is a domestic limited liability company registered to conduct business in the State of Georgia, with a principal place of business at 5665 New Northside Drive, Suite 530, Atlanta, GA 30328. Alliance is subject to the jurisdiction and venue of this Court.

3.

Defendant John Cristadoro (hereinafter “Cristadoro”) is the President/CEO of Alliance and resides at 205 Heathermoor Hill Drive, Marietta, GA 30062. Cristadoro is subject to the jurisdiction and venue of this Court.

4.

Defendant John Doe (hereinafter “Defendant Doe”) is an individual employed by Alliance who actively participated and furthered the actions complained of herein. Defendant Doe is believed to be a funds manager for Alliance. Defendant Doe’s identity is unknown at this time, and Sagicor will amend this Complaint with his or her identity once known. Defendant Doe is subject to the jurisdiction and venue of this Court.

MATERIAL FACTS AS TO ALL COUNTS

5.

Alliance is a marketing company engaged in the business of connecting companies who are interested in advertising their products or services with third parties who publicly exhibit advertisements.

6.

Sagicor engaged Alliance to secure an advertising contract (hereinafter “the Contract”) with Sunburst Entertainment Group LLC (“Sunburst”), an affiliate of Rays Baseball Club LLC (“the Rays”) and Rowdies Soccer LLC (“Rowdies”), for the advertisement of Sagicor’s insurance services and products at Tampa Bay Rays’ Major League Baseball games and Rowdies professional soccer games.

7.

Cristadoro solicited and negotiated the Contract between Sagicor and Sunburst.

8.

Alliance executed the Contract on behalf of Sagicor as Sagicor's agent.

9.

Cristadoro signed the Contract.

10.

Alliance and Cristadoro negotiated and executed the Contract as a fiduciary and confidante of Sagicor.

11.

The Contract was subsequently amended on March 13, 2023, to modify the advertising services and fee arrangement between Sunburst and Sagicor (the "Amendment").

12.

Alliance executed the Amendment on behalf of Sagicor as Sagicor's agent.

13.

Cristadoro signed the Amendment.

14.

Alliance and Cristadoro negotiated and executed the Amendment as a fiduciary and confidante of Sagicor.

15.

Pursuant to the terms of the Contract, as amended, Sagicor agreed to pay Sunburst a “Sponsorship Fee” of \$250,000 for advertising occurring during 2023.

16.

The Contract, as amended, required Sagicor to pay the Sponsorship Fee to Sunburst in three (3) equal installments on or before April 1, June 1, and August 1, 2023, in each case less a 10% “Agency Fee” payable to Alliance in exchange for services provided to Sagicor (the “Sponsorship Fee Installments”).

17.

To satisfy the payment terms of the Contract, as amended, Alliance and/or Cristadoro directed Sagicor to transfer \$250,000 to an account maintained by Alliance with the representation Alliance would subsequently pay the Sponsorship Fee Installments, less the Agency Fee, to Sunburst.

18.

Sagicor wired \$250,000 to the account designated by Alliance in five equal installments processed in April, May, June, and July 2023 (the “Sponsorship Fee Payments”).

19.

Alliance received the Sponsorship Fee Payments.

20.

Despite receiving \$250,000 from Sagicor, Alliance never paid any of the Sponsorship Fee Installments to Sunburst.

21.

Instead, upon information and belief, Alliance, Cristadoro and/or Defendant Doe unlawfully converted the Sponsorship Fee Payments for their own use.

22.

Defendants had a relationship of trust and confidence with Sagicor.

23.

Defendants failed to inform Sagicor that none of the Sponsorship Fee Installments were paid to Sunburst.

24.

Defendants failed to inform Sagicor that the Sponsorship Fee Payments were unlawfully converted by Alliance, Cristadoro and/or Defendant Doe for their personal benefit.

25.

Had Defendants informed Sagicor the first Sponsorship Fee Installment had not been paid to Sunburst in April 2023, Sagicor would not have wired Alliance additional funds for purposes of satisfying the remaining Sponsorship Fee Installments.

26.

Defendants fraudulently concealed the conversion of the monies paid by Sagicor by Alliance, Cristadoro and/or Defendant Doe to induce Sagicor to wire additional monies to the account designated by Alliance and Cristadoro.

27.

Sagicor relied upon Alliance and Cristadoro's representations that Alliance would pay the Sponsorship Fee Installments to Sunburst if Sagicor wired the Sponsorship Fee Payments to the account designated by Alliance and Cristadoro.

28.

Sagicor only learned of Alliance, Cristadoro and/or Defendant Doe's unlawful actions upon receiving a default notice from Sunburst.

29.

Alliance and Cristadoro have subsequently refused Sagicors' demands to refund the \$250,000 paid by Saigcor to Alliance to discharge its obligations under the Contract, as amended.

30.

Through the Contract, as amended, Alliance, Cristadoro and/or Defendant Doe devised a scheme to defraud Sagicor.

31.

Through the Contract, as amended, Alliance, Cristadoro and/or Defendant Doe devised a scheme to unlawfully convert money belonging to Sagicor to their own use.

COUNT I:
CONVERSION

32.

Sagikor incorporates all preceding paragraphs as if set forth fully herein.

33.

As described herein, Alliance, Cristadoro and/or Defendant Doe knowingly converted lawfully obtained property of Sagikor, to wit: United States Currency totaling \$250,000, for their own use in violation of their agreement with Sagikor and legal obligations to Sagikor beginning in April 2023.

34.

By reason of the violation of O.C.G.A. § 51-10-1 *et seq.* committed by Alliance, Cristadoro and/or Defendant Doe, Sagikor was injured in the amount of at least \$250,000 plus interest.

COUNT II:
FRAUDULENT MISREPRESENTATION

35.

Sagikor incorporates all preceding paragraphs as if set forth fully herein.

36.

Alliance and Cristadoro represented to Sagikor that they would use the Sponsorship Fee Payments to pay the Sponsorship Fee Installments to Sunburst.

37.

Alliance and Cristadoro made this false representation to Sagicor knowing that Alliance was not going to use the Sponsorship Fee Payments for their intended use.

38.

Alliance and Cristadoro induced Sagicor to pay Alliance the Sponsorship Fee Payments based on this misrepresentation.

39.

Sagicor paid Alliance the Sponsorship Fee Payments in five equal installments processed in April, May, June, and July 2023 in reasonable reliance on Alliance and Cristadoro's misrepresentation.

40.

Alliance and Cristadoro's fraudulent misrepresentations have damaged Sagicor in the amount of at least \$250,000 plus interest.

COUNT III:
FRAUDULENT CONCEALMENT

41.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

42.

Sagicor wired \$250,000 to Alliance in five equal installments processed in April, May, June, and July 2023.

43.

Alliance received the Sponsorship Fee Payments.

44.

Instead of using the Sponsorship Fee Payments to pay Sunburst as intended, upon information and belief, Alliance, Cristadoro and/or Defendant Doe unlawfully converted the Sponsorship Fee Payments for their own use.

45.

Defendants unlawful scheme persisted over a four-month period.

46.

In furtherance of their unlawful scheme, Defendants willfully and actively concealed the fact that payments made by Sagicor in April 2023 were not used for the intended purpose of paying Sunburst pursuant to the Contract for the purpose of inducing Sagicor to pay additional Sponsorship Fee Payments to the account designated by Alliance and Cristadoro in May, June, and July 2023.

47.

Had Defendants informed Sagicor the first Sponsorship Fee Installment had not been paid to Sunburst by Alliance, Sagicor would not have wired Alliance additional funds for purposes of satisfying the second and third Sponsorship Fee Installments.

48.

Defendants' concealment of the conversion of the monies paid by Sagicor was intended, and did, deceive and mislead Sagicor to transfer additional funds to the account designated by Alliance and Cristadoro.

49.

As fiduciaries and confidants of Sagicor, Defendants had a duty to disclose to Sagicor the unlawful conversion of Sponsorship Fee Payments.

50.

Sagicor only learned of the Alliance, Cristadoro and/or Defendant Doe's unlawful actions upon receiving a default notice from Sunburst.

51.

Defendants' fraudulent concealment has damaged Sagicor in the amount of at least \$250,000 plus interest.

COUNT IV:
BREACH OF CONTRACT

52.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

53.

Alliance contracted with Sagicor to act as Sagicor's marketing agent in securing advertising deals for Sagicor's products in exchange for an agreed upon fee.

54.

Alliance, as Sagicor's marketing agent and fiduciary, bound Sagicor to the Contract with Sunburst.

55.

To discharge Sagicor's payment obligations under the Contract, Alliance and Sagicor agreed Sagicor would transfer \$250,000 in Sponsorship Fee Payments to Alliance and Alliance would pay the Sponsorship Fee Installments to Sunburst, less the Agency Fee.

56.

By failing to pay Sunburst the agreed upon Sponsorship Fee Installments, retaining only the Agency Fee, Alliance breached its contract with Sagicor.

57.

Defendants' breach of contract has damaged Sagicor in the amount of at least \$250,000 plus interest.

COUNT V:
BREACH OF FIDUCIARY DUTY

58.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

59.

As agents of Sagicor, Defendants owed Sagicor a fiduciary duty to act in Sagicor's best interests, including the fulfilment of Sagicor's obligations to Sunburst as undertaken by Defendants.

60.

Defendants breached their fiduciary duty to Sagicor by failing to use the monies provided by Sagicor to make the Sponsorship Fee Installments to Sunburst, misrepresenting the Sponsorship Fee Payments would be used for their intended purpose of paying Sunburst, by converting the funds to their personal use, and by fraudulently concealing the conversion of the funds after Sagicor made its first payment to Alliance in April 2023.

61.

Defendants' breach of their fiduciary duty has damaged Sagicor in the amount of at least \$250,000 plus interest.

COUNT VI:
CIVIL R.I.C.O.

62.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

63.

Alliance, Cristadoro, and Defendant Doe entered an enterprise to deceive Sagicor and steal five separate payments of \$50,000, totaling \$250,000, in violation of O.C.G.A. § 16-14-4.

64.

Alliance and Cristadoro acted to deceive Sagicor when they induced Sagicor to pay Alliance the Sponsorship Fee Payments based on the misrepresentation that Alliance would use the Sponsorship Fee Payments to pay Sunburst to advertise Sagicor's products, and these actions (predicate acts) constitute a pattern of racketeering activity within the meaning of O.C.G.A. §§ 16-14-4 and 16-14-3.

65.

On five separate occasions, Sagicor paid Alliance \$50,000, and Alliance, Cristadoro, and Defendant Doe accepted the Sponsorship Fee Payments from Sagicor with the intent to convert the funds to their own uses and not to pay Sunburst as Alliance and Cristadoro promised.

66.

Alliance, Cristadoro, and Defendant Doe conspired to convert the Sponsorship Fee Payments paid by Sagicor to their own use, rather than the intended use of paying Sunburst to advertise Sagicor's products.

Predicate Act:
Theft by Conversion

67.

As described herein, Defendants knowingly and unlawfully converted five separate payments of \$50,000 from Sagicor for their own use in breach of their agreements with Sagicor and in violation of O.C.G.A. § 16-8-4.

68.

Theft by Conversion, O.C.G.A. § 16-8-4, is a predicate act within the meaning of O.C.G.A. § 16-14-1 *et seq.*

Predicate Act:
Theft by Deception

69.

As described herein, Defendants obtained Sagicor's property by deceitful means with the intention of depriving Sagicor of the same by:

- a) Creating and confirming Sagicor's impression of an existing facts and past events, which were false and which Defendants knew or believed to be false in violation of O.C.G.A. § 16-8-3;
- b) Failing to correct a false impression of existing facts or past events which Defendants previously created and/or confirmed in violation of O.C.G.A. § 16-8-3;
- c) Preventing Sagicor from acquiring information pertinent to the disposition of the property involved in violation of O.C.G.A. § 16-8-3; and
- d) Promising performance of payment services which Defendants did not intend to perform or knew would not be performed.

70.

Theft by Deception is a predicate act within the meaning of O.C.G.A. § 16-14-1 *et seq.*

Predicate Act:
Conspiracy

71.

Defendants' collective actions, as described herein, amount to a conspiracy to commit acts of theft by conversion and theft by deception where these parties acted together and one or more of these parties participated in overt acts to effect the object of the conspiracy.

72.

Conspiracy to commit racketeering activity through acts of theft by conversion and theft by deception is a prohibited activity within the meaning of O.C.G.A. § 16-14-4.

73.

Defendants engaged in at least two predicate acts in furtherance of one or more instances, schemes, or transactions that have the same or similar intents, results, accomplices, victims, or methods of commission or otherwise are interrelated by distinguishing characteristics that are not

isolated events the last of which has occurred within the last four (4) years, such acts being racketeering activity within the meaning of O.C.G.A. § 16-14-3, to wit, multiple instances of theft and conspiracy to commit theft in violation of O.C.G.A. §§ 16-8-3 and 16-8-4 as described herein.

74.

Defendants individually, as well as collectively, through a pattern of racketeering activity acquired and/or maintained, directly or indirectly, an interest in personal property, or monies, or both, in violation of O.C.G.A. §§ 16-14-4(a) and (c) and 16-14-6(b).

75.

By reason of the violation of O.C.G.A. § 16-14-4(a) and (c) committed by Defendants through violations of O.C.G.A. §§ 16-8-3 and 16-8-4 as predicate acts, Sagicor was injured in an as yet undetermined amount no less than \$250,000.

76.

Pursuant to O.C.G.A. § 16-14-6(c), Sagicor is entitled to three times the actual damages it sustained plus punitive damages.

77.

Pursuant to O.C.G.A. § 16-14-6(c), Sagicor is entitled to all attorney fees, litigation fees, and investigation fees reasonably incurred as a result of bringing this action.

COUNT VII:
NEGLIGENCE

78.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

79.

Sagikor entrusted a sum of \$250,000 to Alliance and Cristadoro for purpose of discharging its payment obligation to Sunburst, from which Alliance and Cristadoro were to receive the benefit of an Agency Fee.

80.

Defendants owed Sagikor a duty to exercise ordinary care in handling the funds entrusted by Sagikor and in delivering the same to Sunburst pursuant to the Contract.

81.

Defendants violated their duty of care by permitting Sagikor's funds to be used for purposes other than payment of the Sponsorship Fee Installments to Sunburst.

82.

Defendants' actions and omissions constitute negligence.

83.

Defendants' negligence has damaged Sagikor in the amount of at least \$250,000 plus interest.

COUNT VIII:
GROSS NEGLIGENCE

84.

Sagikor incorporates all preceding paragraphs as if set forth fully herein.

85.

Cristadoro, as CEO/President of Alliance, owed Sagikor a duty of at least slight diligence in managing the Sponsorship Fee Payments entrusted by Sagikor to Alliance.

86.

Defendant Doe, as a funds manager of Alliance, owed Sagicor a duty of at least slight diligence in managing the Sponsorship Fee Payments entrusted by Sagicor to Alliance.

87.

Cristadoro and Defendant Doe breached this duty of slight diligence by permitting Sagicor's funds to be used for company or individual purposes different from those the Sponsorship Fee Payments were intended for.

88.

Cristadoro's and Defendant Doe's actions and omissions constitute gross negligence.

89.

Cristadoro's and Defendant Doe's gross negligence has damaged Sagicor in the amount of at least \$250,000 plus interest.

90.

Alliance is vicariously liable to Sagicor for the gross negligence of Cristadoro and Defendant Doe.

COUNT IX:
BREACH OF GOOD FAITH AND FAIR DEALING

91.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

92.

Alliance had an implied duty of good faith and fair dealing with respect to its contractual arrangement with Sagicor.

93.

Alliance breached the duty of good faith and fair dealing to Sagicor by failing to use the Sponsorship Fee Payments entrusted to Alliance to pay Sunburst, and instead, converting the funds to company and/or the personal use of the other Defendants.

94.

Alliance's breach of the duty of good faith and fair dealing has damaged Sagicor in the amount of at least \$250,000 plus interest.

COUNT X:
QUANTUM MERUIT AND UNJUST ENRICHMENT

95.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

96.

No express contract existed between either Cristadoro or Defendant Doe and Sagicor.

97.

However, Cristadoro, as an officer of Alliance, and Defendant Doe, as a fund's manager for Alliance, entered into an implied contract with Sagicor that governs the parties' rights and obligations with respect to the Sponsorship Fee Payments.

98.

Upon information and belief, Cristadoro and Defendant Doe accepted and benefited from the Sponsorship Fee Payments tendered by Sagicor when they, individually or collectively, used the funds for personal purposes and not as the funds were intended.

99.

Sagicor has requested that Cristadoro and Defendant Doe return the Sponsorship Fee Payments.

100.

As of the date hereof, Cristadoro and Defendant Doe have not returned the Sponsorship Fee Payments.

101.

Permitting Cristadoro and Defendant Doe to enjoy the benefit of the Sponsorship Fee Payments without fulfilling their obligation to pay Sunburst would be unjust.

102.

Sagicor has been damaged by Cristadoro's and Defendant Doe's unjust enrichment in an amount to be proven at trial.

COUNT XI:
ATTORNEYS FEES
(O.C.G.A. § 13-6-11)

103.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

104.

Defendants' actions and omissions described herein constitute bad faith. Defendants have been stubbornly litigious and have caused Sagicor unnecessary trouble and expenses such that Sagicor is entitled to its attorney's fees and expenses of litigation in prosecuting this action.

COUNT XII:
PUNITIVE DAMAGES

105.

Sagicor incorporates all preceding paragraphs as if set forth fully herein.

106.

Defendants' actions and omissions have demonstrated such willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care which would raise the presumption of conscious indifference to consequences that Sagicor is entitled to punitive damages in an amount sufficient to deter such conduct in the future.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following:

- a. That judgment be granted in favor of Plaintiff against Defendants for restitution of \$250,000 paid by Plaintiff to Defendant;
- b. That treble damages be assessed against Defendants for their actions in violation of the Georgia R.I.C.O. statute;
- c. That Plaintiff be awarded attorney's fees and costs in bringing this action; and
- d. That punitive damages be assessed against Defendants.
- e. That Plaintiff be granted such further relief as is just and proper.

[Executed on the Following Page]

Respectfully submitted, this 26th day of March, 2024.

LUEDER LARKIN & HUNTER LLC

By: /s/ Jefferson M. Starr
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