

Tonya Pointer

CAUSE NO. DC-17-04087

TOMI LAHREN,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	
	§	DALLAS COUNTY, TEXAS
	§	
GLENN BECK and	§	
THEBLAZE, INC.,	§	
	§	
Defendants.	§	_____ JUDICIAL DISTRICT

**PLAINTIFF’S VERIFIED ORIGINAL PETITION, APPLICATION  
FOR DECLARATORY RELIEF, TRO, TEMPORARY  
AND PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Tomi Lahren (hereinafter, “Lahren” or “Plaintiff”), Plaintiff herein, complaining of Defendants’ Glenn Beck (“Beck”) and TheBlaze, Inc. (“TBI”) (collectively, “Defendants”) and for her causes of action shows the Court as follows:

**I.  
DISCOVERY CONTROL PLAN**

Pursuant to Rule 190 of the Texas Rules of Civil Procedure, this case shall be governed by a Level III discovery control plan.

**II.  
RULE 47 DISCLOSURES**

Plaintiff seeks declaratory relief and the attorneys’ fees sought herein are within the jurisdictional limits of this Court. *See* TEX. R. CIV. P. 47.

**III.**  
**PARTIES**

Plaintiff, Tomi Larhen, is a citizen of Dallas County, Texas, who may be contacted only through her undersigned attorney of record, Brian P. Lauten, c/o Deans & Lyons, LLP, 325 N. St. Paul Street, Ste. 1500, Dallas, Texas 75201.

Defendant, Glenn Beck, is a citizen of Dallas County, Texas, who may be served with process at his place of business located at 6301 Riverside Drive, Building 1, Irving, Texas 75039.

Defendant, TheBlaze, Inc., is a corporation with its principal place of business at 6301 Riverside Drive Building 1, Irving, Dallas County, Texas 75039 and it may be served with process by serving its registered agent as follows: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

**IV.**  
**SUBJECT MATTER JURISDICTION, PERSONAL JURISDICTION,**  
**& VENUE IS PROPER IN DALLAS COUNTY**

This Court has subject matter jurisdiction because this is an application for declaratory relief, pursuant to Chapter 37 of the Civil Practice & Remedies Code. *See* TEX. CIV. PRAC. & REM. CODE § 37.004 (Vernon Supp. 2014). Furthermore, the attorneys' fees sought against Defendants under § 37.009 and/or § 38.002 of the Civil Practice & Remedies Code are within the jurisdictional limits of this Court. Under § 15.002 of the Civil Practice & Remedies Code, venue is proper in Dallas County because: (i) a substantial portion of the

acts and/or omissions at issue in this lawsuit occurred in Dallas County; (ii) one or more of Defendants are domiciled in Dallas County; and/or (iii) the contract fixes venue in Dallas County, Texas. *See* Exhibit “A” (EMPLOYMENT AGREEMENT) (p. 6, ¶ 19).

V.

**BRIEF FACTUAL PREDICATE**

Plaintiff did not want to file this lawsuit, but the conduct of Defendants and their refusal to resolve this matter without court intervention has left Plaintiff with no choice but to seek relief in a Dallas County District Court per the terms of the parties’ employment agreement.

A.

**Plaintiff has been Wrongfully Terminated  
Without Cause and in Breach of the Employment Contract**

On or about September 9, 2015, Plaintiff and TBI entered into that certain Employment Agreement (hereinafter, “Employment Contract.”) *See* Exhibit “A.” Plaintiff, a rising star in the news and entertainment industry, who has millions of followers on social media and on television, was hired by TBI as a “Broadcast Host Commentator & Online Video Commentator and Writer.” *See id.* (p. 1, ¶ 2). Plaintiff’s employment commenced on September, 1, 2015, and was to continue through September 30, 2017, unless terminated for cause or renewed by the parties. *Id.* (p. 1, ¶ 4).

On or about March 17, 2017, in her appearance on the television show *The View*, Plaintiff stated that she was pro-choice saying, “I can’t sit here and be a hypocrite and say I’m for limited government but I think the government should decide what women do with

their bodies.” Following her appearance on *The View*, Plaintiff was applauded for her participation by her producer who traveled with Plaintiff to her appearance on *The View*. Plaintiff also received several congratulatory emails from TBI employees. No one told Plaintiff that her statements on *The View* were either improper or inappropriate; and, indeed, Plaintiff’s point of view is just that—her point of view and freedom of expression.

Moreover, Defendants knew that Plaintiff had expressed her personal view in this regard several times previously and they never took any issue with it. A few days later, however, Plaintiff was contacted by TBI’s Human Resources Director/Supervisor and advised that she was suspended indefinitely and that she need not return to TBI’s office(s), all because of her pro-choice opinions expressed on *The View*. Plaintiff was understandably disappointed, saddened, and in shock for being suspended for freely expressing her opinions, which certainly reconcile with what is the law of the land in the United States i.e., a woman’s constitutional right to choose and in no way inconsistent with any of Plaintiff’s obligations under the Employment Contract.

Several days later, Plaintiff received yet another call from a TBI Human Resources Director/Supervisor who made it clear that Plaintiff’s services were no longer needed by TBI, her employment was terminated, she would have no more shows, but TBI would nevertheless continue to pay Plaintiff—presumably hoping they could find an exit strategy to sanitize their unlawful conduct under the Employment Contract. Plaintiff was told that she was to remain silent, she was directed to stay away from her Facebook page and other

social media, and she was prohibited from making any public comments. Distilled to its essence, Defendants wrongly insisted, with no legal support, that Plaintiff “go dark” on social media. Notably, none of these admonitions are grounded in any legal basis that can be supported by the Employment Contract.

Meanwhile, as Plaintiff heeded the unlawful admonitions, Beck and others within TBI embarked on a public smear campaign attacking Plaintiff and chastising her political views and opinions in a clear attempt to embarrass, humiliate, and undermine Plaintiff’s reach to her audience on social media and elsewhere. Beck and others associated with TBI have continued to knowingly, intentionally, and/or consciously attack Plaintiff in wrongful retaliation for Plaintiff having expressed her personal viewpoint on a public television show.

To add insult to injury, at TBI’s place of business in Irving, Texas, TBI employees stretched yellow caution tape spelling an “X” on Plaintiff’s office/dressing room door. In fact, TBI terminated Plaintiff’s email account. Plaintiff’s unilateral suspension and termination by TBI underscores the point that Beck and TBI have a political-opinion litmus test, which cannot be reconciled with the Employment Contract that specifically authorizes Plaintiff to express her own views without the threat of retaliation and which makes abundantly clear that Plaintiff can only be terminated for one of the clearly defined reasons set forth “for cause.”

Apparently recognizing the gravity of their unlawful misconduct, TBI’s legal counsel attempted to put the genie back in the proverbial bottle by taking the position *ex-post* that

Plaintiff was only suspended and TBI and Beck had the right to manipulate Plaintiff by blocking any use and access by Plaintiff to her followers and listeners on Facebook. Defendants' unlawful conduct was intended to interfere, damage, and/or harass Plaintiff and ultimately harm Plaintiff's brand, viewership, and followers.

Defendants' acts were/are motivated by an unlawful animus and a specific intent to inflate Beck's profile, from what has become a mediocre following, all at Plaintiff's expense.

At the core of the dispute, the Employment Contract clearly provides that Plaintiff can only be terminated for "cause." The following are the sole bases upon which Plaintiff's employment may be terminated:

**Suspension/Termination of Employment:** TBI has the right to suspend or terminate (or suspend then subsequently terminate) Employee's [Plaintiff] employment and end this Agreement:

(b) For any of the following: (i) Employee's indictment for a felony; (ii) Employee's inability (with or without accommodation) or repeated failure to carry out, or neglect or misconduct in the performance of, Employee's duties hereunder or a breach of this Agreement; (iii) Employee's failure to comply with applicable laws with respect to the conduct of TBI's business; (iv) theft, fraud or embezzlement resulting in gain or personal enrichment, directly or indirectly, to Employee at TBI's expense; (v) addiction to an illegal drug or un-prescribed controlled substance; (vi) conduct or involvement in a situation that brings Employee into public disrespect, offends the community or any group thereof, or embarrasses or reflects unfavorably on TBI's reputation; (vii) Employee's repeated failure to comply with the reasonable directions of senior management; (viii) an event of "Force Majeure" (as such term is understood in the entertainment industry) however, in the event of Force Majeure, TBI shall only have the right to suspend Employee and if such suspension exceeds three consecutive weeks Employee shall have the right to terminate this Agreement; or (ix) if TBI discontinues operations.

*Id.* (p. 4, ¶ 11) (emphasis added).

As can be readily seen from the above, Plaintiff expressing her First Amendment rights and her personal opinions about a woman's right to choose is not a "for cause" ground to support either a suspension or a *de-facto* termination of Plaintiff's employment. Accordingly, as a proximate cause of TBI's unlawful conduct, with the participation, concert, and/or encouragement of Beck, TBI has materially and wrongfully breached the Employment Contract, excusing Plaintiff from further performance thereunder. TBI's conduct is a clear, definite, and unequivocal anticipatory repudiation of the Employment Contract. Under the circumstances, Plaintiff is also allowed to fully compete with Defendants and she is entitled to rescission of the Employment Contract in order to return the parties to the status quo *ex-ante*.

#### **B.**

#### **TBI with the Concert and Participation of Beck Materially Breached the Employment Contract Warranting Rescission**

It is not a secret within TBI that Beck is known for berating, belittling, and acting in a condescending and heavy-handed way and his treatment of Plaintiff, in particular, is a case in point. Of note, TBI, with the concert, participation, and/or encouragement of Beck made representations—that proved to be false—wherein they collectively warranted, covenanted, and/or represented contractually (in writing and orally) to produce "[t]wo hundred thirty 1-hour programs [which were to] be created each calendar year, with replays twice over a 24-hour period." *See* Exhibit "A" (p. 1, ¶ 3).

In the 18 months of operating under the Employment Contract, Defendants have never come close to meeting the benchmark of 230 one-hour programs. Defendants' promises to deliver a sum certain, minimum threshold of episodes went to the core of the parties' Employment Contract. Defendants' misrepresentations and failure to deliver on their promises to produce the minimum number of episodes is a clear, undisputed, and material breach and anticipatory repudiation of the parties' Employment Contract warranting Plaintiff's right to (a) fully rescind the Employment Contract, (b) be released from the Employment Contract, (c) be permitted to fully compete with Defendants with no restrictions whatsoever, and (d) to recover her attorney's fees. *Compare* TEX. CIV. PRAC. & REM. CODE § 38.002 (Vernon Supp. 2014) (breach of contract attorney's fees), *with*, TEX. CIV. PRAC. & REM. CODE § 37.009 (Vernon Supp. 2014) (authorizing attorney's fees under the declaratory judgment statute if such fees are "just" and "equitable").

### C.

#### **Defendants Continue to Wrongfully Control the Administrative Access to Plaintiff's Facebook Page**

Defendants continue to knowingly, intentionally, and/or consciously retaliate against Plaintiff for expressing her free speech rights in opposing governmental intervention into women's health issues, and, particularly, a woman's constitutional right to choose. To this end, and despite the fact that Plaintiff was unilaterally terminated, Defendants have refused to relinquish their administrative control and access to Plaintiff's Facebook page and, in the absence of a court order, they will not return it to her. Because Defendants have complete

and autonomous control over Plaintiff's Facebook account, they are completely empowered to add material, delete material, change passwords, and to terminate the page altogether.

Plaintiff's Facebook page is not Defendants' intellectual property and it is certainly not any form of miscellaneous property that belongs to TBI under the Employment Contract. Defendants, under principles of tort law, are estopped from manipulating Plaintiff's Facebook page in any way to portray Plaintiff in a false light. Plaintiff has literally millions of followers on social media, she uses social media to interface with her audience, and, as a proximate cause of Defendants' wrongful interference with this medium of communication, Plaintiff is being irreparably harmed, she has no adequate remedy at law, and she is entitled to a temporary and permanent injunction.

**D.**

**The Arbitration Clause does not Foreclose Plaintiff's  
Right to Seek Declaratory and Injunctive Relief in this Court**

In the interest of complete transparency, there is an arbitration clause in the Employment Contract; however, that provision does not foreclose Plaintiff's unfettered rights to pursue declaratory and injunctive relief in this Court, which is one of competent jurisdiction. *See* Exhibit "A" (EMPLOYMENT AGREEMENT) (p. 6, ¶ 19). Plaintiff also attaches to this Petition an unsigned, non-disclosure agreement ("NDA") in her possession. Exhibit "B." On information and belief, Plaintiff never signed an NDA. Assuming *arguendo* that Plaintiff did in fact sign an NDA, it would have been after she was already employed by TBI and, thus, it would be unsupported by any new consideration and void on its face.

If Defendants take the position that Plaintiff signed an NDA and that it is enforceable under Texas law, Plaintiff is entitled to a declaration to the contrary from this Court. The governing document that controls the disposition of this lawsuit in Plaintiff's favor is the Employment Contract, which stands alone. *See* Exhibit "A."

VI.  
CAUSES OF ACTION

Count I—Declaratory Relief (All Defendants)

Plaintiff incorporates by reference the preceding paragraphs and allegations as set forth fully herein at length. Pursuant to Chapter 37 of the Civil Practice & Remedies Code, there is an actual and justiciable controversy between the parties regarding the interpretation of the Employment Contract. Plaintiff seeks a judicial declaration, *inter alia*, of the following, to-wit: (i) that Defendants wrongfully terminated Plaintiff without cause; (ii) that Defendants have, in multiple ways, materially breached and anticipatorily repudiated the parties' Employment Contract; (iii) as a result of Defendants' material breaches of the Employment Contract, Plaintiff is fully excused from further performance; (iv) Plaintiff is entitled to complete rescission of the Employment Contract and a return to the status quo *ex-ante*; (v) Plaintiff is not bound or restricted in any way from pursuing alternative employment that competes directly with Defendants; (vi) Plaintiff is entitled to express her salient views on the propriety of Defendants and particularly Beck's misconduct, which should be exposed for what it is; (vii) Defendants should be enjoined and required to pay Plaintiff under the Employment Contract the agreed upon amounts for the duration of the

term set forth in the Employment Contract and (viii) even assuming *arguendo* that Plaintiff signed an NDA, which is denied, she is not restrained in any way by any NDA under principles of contract law because, in the absence of any new consideration allegedly signed post-employment, the NDA, if any, is *nudum pactum*. See TEX. CIV. PRAC. & REM. CODE § 37.004 (Vernon Supp. 2014)

**COUNT II—BREACH OF CONTRACT (AS TO DEFENDANT TBI)**

Plaintiff incorporates by reference the preceding paragraphs and allegations as set forth fully herein at length. Plaintiff would show that, at all material times, there was an offer, an acceptance, mutual assent, consideration, capable parties, and a bargained for exchange that culminated in the formation of the Employment Contract. As a proximate cause of Defendant's wrongful termination without cause, and as a proximate result of Defendant's refusal to honor its representations, covenants, and warranties in the Employment Contract including, but not limited to—Defendant's failure to produce the 230 episodes that were contractually agreed upon—Defendant materially breached the Employment Contract and, therefore, Plaintiff is excused from continued performance thereunder and is entitled to rescission of the Employment Contract to return the parties to the status quo *ex-ante*.

**COUNT III—TORTIOUS INTERFERENCE WITH CONTRACT/BUSINESS RELATIONS**  
**(AS TO BOTH DEFENDANTS SINGULARLY, COLLECTIVELY, AND/OR DISJUNCTIVELY)**

Plaintiff incorporates by reference the preceding paragraphs and allegations as set forth fully herein at length. Plaintiff would show that Beck and TBI knowingly, intentionally, and/or consciously tortiously interfered (and continues to tortiously interfere) with Plaintiff's livelihood, her ability to pursue alternative employment, and he/they and/or it continues to interfere with Plaintiff's ability to reach her intended audience. Beck has tortiously interfered with Plaintiff's Employment Contract and both Defendants singularly, collectively, and/or disjunctively have wrongfully interfered with her business relationships upon which Plaintiff now sues.

**VII.**

**APPLICATION FOR TEMPORARY RESTRAINING ORDER (TRO),**  
**TEMPORARY AND PERMANENT INJUNCTIVE RELIEF**

Plaintiff incorporates by reference the preceding paragraphs and allegations as set forth fully herein at length. As a direct and proximate result of Defendants' unlawful conduct described herein, unless the Defendants are immediately enjoined/restrained as requested herein, Plaintiff will suffer irreparable harm for which she has no adequate remedy at law. Defendants' conduct is without right or entitlement and intended to harm and/or injure Plaintiff. Based on the foregoing allegations, Plaintiff has established a probable right of recovery including for the remedy of rescission against Defendants. Plaintiff seeks, specifically, the immediate return and complete access and administrative control to her Facebook page and any other social media account.

The balance of equities is strongly in Plaintiff's favor. Additionally, the TRO, temporary injunction, and permanent injunction will further the public interest including protecting Plaintiff's unfettered right to speak freely. Greater injury will be inflicted upon Plaintiff by denying injunctive relief than upon Defendants were the relief to be granted. Plaintiff's application for injunctive relief is reasonably directed to prevent, deter, and discontinue Defendants' wrongful and inequitable conduct and preserve precious freedoms, as well as Plaintiff's reputation and brand.

For the foregoing reasons, Plaintiff requests that the Court enter a TRO, as well as a temporary and permanent injunction, which will have the legal effect to:

- \* Prohibit Defendants, their agents, attorneys, employees, representatives, and those acting in concert with them, from interfering, impeding, threatening, and/or prejudicing Plaintiff's right of free speech in any medium, including as a guest, speaker, commentator, or writer regardless of whether it is for television, radio, social media, public speaking event, or any other medium and from interfering, impeding or preventing Plaintiff from (a) giving, providing, addressing, commenting on, criticizing, and presenting political commentary, (b) expressing, in any way that she is no longer employed at TBI, and (c) commenting, in any way, about this lawsuit;

- \* Prohibit Defendants, their agents, attorneys, employees, representatives, and those acting in concert with them, from interfering, impeding, blocking, compromising, damaging, Plaintiff's use, access, content, commentary, opinions, tweets, Instagram(s), and other postings, in any format, on any social media, including but not limited to, Facebook, Twitter, and Instagram; and

- \* Enjoin and restrain Defendants from destroying, hiding, compromising, altering, modifying, deleting and/or secreting any electronic data and otherwise, documents, contracts, agreements, communications, files, letters, facsimiles, texts, notes, emails, charts, time records,

appointment and/or event calendars and/or records, payroll records, payments or paychecks, applications, show tapings and planning, expenses, guidelines, rule and procedures, telephone records, cellular records, charts, plans, projections, photographs, videos, chronologies, bookings, performance reviews, personnel records, disciplinary records and/or files, insurance policies, disclosures, surveillance, investigation, statements, affidavits, drafts, financial information, and any other tangible item directly relating to Plaintiff and/or the claims, allegations, defenses, and/or investigations related to this lawsuit.

### VIII.

#### PLAINTIFF IS ENTITLED TO RECOVER HER ATTORNEY'S FEES UNDER § 37.009 AND/OR § 38.002 OF THE CPRC

Plaintiff incorporates by reference the preceding paragraphs and allegations as set forth fully herein at length. Plaintiff, pursuant to § 37.009 (the declaratory judgment statute) and/or § 38.002 (breach of contract) of the Texas Civil Practice & Remedies Code, seeks the recovery of her reasonable and necessary attorney's fees.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiff respectfully prays that Defendants be cited to appear and answer herein; that Plaintiff recover judgment against Defendants jointly and severally; that Plaintiff be awarded rescission of the Employment Contract; that a temporary restraining order and temporary and permanent injunctive relief be entered; that Plaintiff recover her attorneys' fees and costs as well as all other relief whether in law or in equity upon which she may show herself justly entitled.

**LOCAL RULE 2.02 DISCLOSURES APPLICABLE  
TO TRO's AND EX-PARTE ORDERS**

Pursuant to Local Rule 2.02 of Dallas County, Plaintiff's Counsel certifies that, upon information and belief, Defendants in this litigation are or will be represented by Christie Newkirk, Esq. with the Dallas law firm of Quilling Selander Lownds Winslett & Moser, P.C. Ms. Newkirk is being served with a copy of this pleading through the Dallas County ECF case manager system and by electronic mail. Plaintiff's Counsel intends to pursue a hearing on the TRO on Tuesday, April 11, 2017 at a time to be set by the District Court assigned to hear this matter. Plaintiff's Counsel certifies that he will provide more than the two hours minimum notice set forth in Local Rule 2.02 and will duly serve notice upon opposing counsel when a hearing date is formally set by the District Judge assigned.



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**Brian P. Lauten**  
**Attorney for Plaintiff**  
**Tomi Lahren**

Respectfully submitted,

DEANS & LYONS, LLP

A handwritten signature in black ink, appearing to read "BPL" followed by a stylized flourish.

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**Brian P. Lauten (LEAD COUNSEL)**

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**ATTORNEYS FOR PLAINTIFF**

**TOMI LAHREN**

Verification

δ State of Georgia  
δ County of Cobb

Before me the undersigned Notary Public, on this day personally appeared Tomi Lahren, a person known to me, who, having been duly sworn and deposed stated that she was above the age of 18 years, that she has never been convicted of either a felony or a crime of moral turpitude, and that the factual allegations contained in this Plaintiff's Original Petition, Application for Declaratory and Injunctive Relief, is within her personal knowledge and true and correct as so stated. Ms. Lahren also confirmed that Exhibits "A" & "B" attached to this instrument are true, correct and authentic copies of the parties' Employment Contract and an unsigned NDA, which was part of her personal file.

Subscribed to and sworn on this the 6<sup>th</sup> day of April, 2017.

  
Tomi Lahren  
Plaintiff (Affiant)

  
Notary Public--My commission expires: 09-17-2018



THOMAS ADERHOLT  
Notary Public  
Cobb County, Georgia  
My Commission Expires September 17, 2018



September 9, 2015

Tomi Lahren  
[REDACTED]

Brad Samuel  
[REDACTED]

Dear Tomi:

This letter constitutes all of the terms of the Employment Agreement (the "Agreement") between you, Tomi Lahren ("Employee") and TheBlaze, Inc. ("TBI"). The terms are as follows:

1. **Legal/Professional Name of Employee:** Tomi Lahren.
2. **Duties:** Broadcast Host Commentator & Online Video Commentator and Writer.
3. **Services:** Employee agrees to carry out the duties reasonably assigned to Employee by TBI management consistent with employees of Employee's level, as follows: Host of a self-titled program or a program name to be mutually agreed upon, of a primetime Monday through Friday television program on BlazeTV scheduled 8pm to 10pm EST (which time period may be subject to change in TBI's sole reasonable discretion within the 7pm to 10pm EST time period), and as a contributor to TheBlaze.com in the form of video commentaries and/or in written commentary. Two hundred thirty (230) one hour programs shall be created each calendar year, with replays twice over a 24-hour period. The host will also contribute regular digital video commentaries to TheBlaze.com. The services rendered by Employee shall be of a quality consistent with first-class industry standards and shall be rendered in an ethical, conscientious, efficient and punctual manner to the best of Employee's ability. Employee's base of operations shall be Dallas, Texas and San Diego, California.
4. **Length of Employment:** This Agreement and Employee's employment will start on September 1, 2015 and continue through and including September 30, 2017, unless terminated earlier as provided in this Agreement (the "Term"). Employee agrees that TBI has the right to terminate Employee's employment and this Agreement in accordance with Paragraph 9 below. Employee also understands and agrees that this Agreement may be extended after its expiration date by mutual agreement pursuant to Paragraph 13, and in such case the notice provision of Paragraph 13 for termination will apply.
5. **Salary/Benefits:** Provided Employee fulfills all of Employee's obligations under this Agreement and the Agreement is not terminated pursuant to its terms, Employee will receive a salary for all services rendered to TBI pursuant to this Agreement at the annualized rate of [REDACTED] from September 1, 2015 through August 31, 2016; and at the annualized rate of [REDACTED] from September 1, 2016 through September 30, 2017. Employee's salary shall be made payable to Employee. The salary is subject to applicable withholdings and will be paid according to TBI's payroll practices, but not less frequently than monthly. Employee acknowledges that Employee shall not be entitled to any overtime payments. Employee will be entitled to the same benefits (e.g., health insurance, vacation etc.) that are accorded to other similarly situated employees of TBI, as TBI shall determine from time to time, in accordance with applicable laws.

6. **Business Travel:** Employee acknowledges that from time to time, TBI may require Employee to travel to perform Employee's services. In the event TBI requests for Employee to travel, TBI will provide Employee with roundtrip airfare, business class airfare (first class if business is not available) for flights four hours and over in duration, reasonable hotel accommodations, exclusive ground transportation to and from airports, hotels and shooting locations and a per diem consistent with TBI policy.

7. **Exclusivity:**

a) **Term:** Agreement is non-exclusive for the length of the term. However, employee agrees that during Employee's employment with TBI, Employee will work only for TBI, and will not render services to directly competing digital or television outlets, paid or otherwise, to anyone else without securing TBI's prior written approval. Both parties desire for Employee to provide regular commentaries and guest appearances on an array of non-conflicting media outlets, so as to create and sustain the largest viewing audience as possible. TBI will support the exploration of such regular and complimentary forums. Employee acknowledges that Employee's services will be unique, special and original and are competitively valuable to TBI, and that Employee's violation of this paragraph will cause TBI irreparable harm for which money damages alone would not adequately compensate TBI. Accordingly, Employee acknowledges that if Employee violates this paragraph, TBI has the right to apply for and obtain injunctive relief to stop such violation, in addition to any other appropriate rights and remedies TBI might lawfully have.

b) **Public Appearances, Press Releases, Social Media:** Employee agrees that during Employee's employment with TBI, Employee will not, without the prior approval of TBI, make any public appearances or issue any public statements or press releases relating to Employee, Employee's employment by TBI, TBI, TBI's officers and employees, TBI's business affiliates.

c) **Third Party Engagement:** Notwithstanding the foregoing and subject to TBI's approval in each instance (such approval not to be unreasonably withheld), Employee shall be permitted, from time to time and on an occasional basis, to write articles for third party print and/or online publications, provided that any such services shall not in any way interfere with the performance of Employee's services under this Agreement or bring embarrassment or disrepute on Employee or TBI.

8. **Rights Granted:**

a) **Name/Likeness:** Employee grants TBI the right to use, reproduce, exhibit and publish Employee's name, likeness, voice, performance and approved biographical material and approved image for the purpose of advertising and promoting Employee, TBI, the Glenn Beck Radio Program, TheBlaze TV or any other program that TBI determines in its sole discretion, and any delivery systems that TBI or any of its affiliated entities may authorize to broadcast or retransmit programs in which Employee appears. Such rights are granted in perpetuity throughout the world, in any manner or media (now known or hereafter devised), including, without limitation, on-air promotional campaigns, outdoor marketing, internet, radio, print, sound recordings, and publishing, for no additional compensation. Employee acknowledges that the uses permitted pursuant to this paragraph shall not constitute an endorsement of any product or service other than TheBlaze.com website, TBI, the Glenn Beck Radio Program, TheBlaze TV or any other program that TBI determines in its sole discretion, and any delivery systems that TBI or any of its affiliated entities may authorize to broadcast or retransmit programs in which Employee appears.

b) **Work for Hire:** Employee understands and agrees that TBI is the sole owner of all rights to any broadcast, program or material created by Employee and/or in which Employee participated for

TheBlaze TV, TBI, Mercury Radio Arts, Inc. or their affiliates during the Term of this Agreement (the "Work") as a "work made for hire" as defined in the U.S. Copyright Act and the Work shall be the sole property of TBI, with all copyrights therein, for the worldwide term of such copyrights and all extensions and renewals thereof, throughout the universe in perpetuity, and TBI shall have the sole and exclusive right to license, publish, sell, exploit, administer, promote, modify, use and dispose of the Work (in all languages and all media) and all rights therein, now or hereafter known, and to retain any and all benefits, revenue, money, and income accruing therefrom. If the Work, or any portion thereof, is not deemed a "work for hire" for any reason, all rights specified in this paragraph are hereby irrevocably and exclusively assigned to TBI, or if any applicable law prohibits or limits such assignment, Employee hereby irrevocably licenses to TBI, all right, title and interest in and to the Work. Employee shall execute and deliver to TBI such further instruments and additional documents consistent herewith as TBI may require in order to evidence, effectuate, protect or enforce the provisions of this Agreement and to vest in TBI all property rights to the Work, and in the event Employee fails to execute and deliver such instruments or documents within five (5) business days (reducible to two (2) business days for exigent circumstances) following TBI's request therefor, Employee hereby appoints TBI as Employee's attorney-in-fact to execute said instruments and documents in Employee's name, such appointment being coupled with an interest and irrevocable. TBI to provide Employee will a copy of any such document so executed upon Employee's request, provided that failure to do so shall not be deemed a breach of this Agreement by TBI. To the fullest extent allowable under any applicable law, Employee also exclusively and irrevocably waives or assigns to TBI Employee's so-called "moral rights" or "droit moral" (or any similar rights) which Employee may now or later have in the Work.

c) **Survival:** The rights granted herein shall survive the termination of this Agreement with respect to all broadcast, program or material created during Employee's employment with TBI. TBI shall have the perpetual, worldwide, exclusive rights to use, re-use and authorize the use of all such broadcast, program or material in all media, formats and technologies now known or hereafter developed, and may edit or revise any such broadcast, program or material so long Employee's statements are not intentionally taken out of context or used in a derogatory or disparaging manner.

#### 9. Ancillary Consideration:

a) **Make-up and Wardrobe:** TBI will provide you with the services of a make-up artist on premise for your on-camera appearances. In circumstances where you appear on camera from San Diego, New York City or a remote location mutually agreed upon, TBI will use best efforts to secure a make-up artist in a similar capacity. TBI will provide will provide you with a wardrobe allowance, to purchase wardrobe items for use on Blaze TV and TheBlaze.com camera appearances, and appearances in television programming that is inclusive in this agreement. The allowance is up to [REDACTED] a year, with TBI reserving the right for reasonable approval rights on wardrobe items actually used on screen.

b) **Staffing:** TBI will provide a staff of three full time employees, at a minimum, and more as necessary, to create a one hour daily program, and digital video materials, as well. The host and the network will collaborate on the hiring, review and retention of the said staff. The full time employees shall be engaged as producers, researchers and production assistants to the program, and may include a technical director, as well.

c) **Relocation:** TBI will provide a [REDACTED] a month living allowance, over the two year period. Or, TBI will pay up [REDACTED] in one time relocation fee to the Dallas area, inclusive of moving, vehicle transportation, temporary living, hotel accommodations. Living allowances and reimbursements may be considered taxable income by taxing authorities.

10. **Representations and Warranties:**

a) **Original Work:** Employee represents and warrants that all material that Employee writes or prepares in the rendering of services under this Agreement shall be the original work of Employee, and if such material is not Employee's original work, Employee represents that such material is in the public domain or has been licensed for use by a third party.

b) **No Conflict:** Employee represents and warrants that there is no reason why Employee cannot enter into this Agreement with TBI, including, but not limited to, being obligated to another employer by express or implied contract (written or oral) or otherwise. Employee also agrees that Employee will not, during Employee's employment with TBI, enter into any understandings or agreements that will violate or conflict with this Agreement or Employee's obligations hereunder.

c) **Pay or Play:** Employee acknowledges that nothing in this Agreement shall be deemed to obligate TBI or TBI's business affiliates to use or broadcast or otherwise use any or all programs or materials provided by Employee or in which Employee appears, and TBI shall have fully discharged its obligations hereunder by paying the applicable monetary compensation specified in Paragraph 5 of this Agreement.

11. **Suspension/Termination of Employment:** TBI has the right to suspend or terminate (or suspend then subsequently terminate) Employee's employment and end this Agreement:

a) Upon Employee's death; or

b) For any of the following: (i) Employee's indictment for a felony; (ii) Employee's inability (with or without reasonable accommodation) or repeated failure to carry out, or neglect or misconduct in the performance of, Employee's duties hereunder or a breach of this Agreement; (iii) Employee's failure to comply with applicable laws with respect to the conduct of TBI's business; (iv) theft, fraud or embezzlement resulting in gain or personal enrichment, directly or indirectly, to Employee at TBI's expense; (v) addiction to an illegal drug or un-prescribed controlled substance; (vi) conduct or involvement in a situation that brings Employee into public disrespect, offends the community or any group thereof, or embarrasses or reflects unfavorably on TBI's reputation; (vii) Employee's repeated failure to comply with the reasonable directions of senior management; (viii) an event of "Force Majeure" (as such term is understood in the entertainment industry) however, in the event of Force Majeure, TBI shall only have the right to suspend Employee and if such suspension exceeds three (3) consecutive weeks Employee shall have the right to terminate this Agreement; or (ix) if TBI discontinues operations.

c) TBI shall only have the right to terminate Employee in accordance with Paragraph 9(b)(ii), (iii) or (vii) above, after Employee has been provided a five (5) day opportunity to cure, if curable, in the sole and reasonable discretion of TBI.

12. **First Negotiation/First Refusal:** If TBI desires to extend this Agreement after the Term, TBI will notify Employee 180 days prior to the expiration hereof and Employee will negotiate with TBI exclusively and in good faith for a period of 90 days with respect to the terms and conditions for such extension (the "First Negotiation Period"). Employee agrees that Employee will not negotiate with any third party prior to the commencement of, or during, the First Negotiation Period for Employee's similar services in television, radio or on the internet. If TBI and Employee are unable to reach an agreement during the First Negotiation Period, Employee agrees that for the remainder of the Term and for a period of 21 days following its expiration (the "First Refusal Period"), Employee will not enter into an agreement with any person, firm or corporation for Employee's services in television, radio or on the internet without first giving TBI an opportunity to employ Employee on the overall terms and conditions.

In the event Employee receives an offer during the First Refusal Period which at any time Employee, in good faith, decides Employee wishes to accept, including, but not limited to, an offer which Employee receives during the First Refusal Period and which offer Employee chooses to accept after the First Refusal Period has expired, Employee agrees to give TBI written notice of such offer, which notice shall consist of the offer signed by the offerer or signed by Employee's agent, together with Employee's written acknowledgment of Employee's willingness to accept same. TBI shall have ten (10) business days after receipt of such written notice from Employee in which to notify Employee of TBI's intent to so employ Employee on the overall terms and conditions of such third party offer, and if TBI so notifies Employee of TBI's intent to extend Employee's employment, Employee agrees to enter into an agreement with TBI on such terms. If TBI does not so notify Employee of TBI's intent to extend TBI's employment of Employee, Employee shall then be free to accept such third party offer. If Employee does not accept such third party offer, the first refusal provisions of this paragraph shall continue to apply to any other third party offers which Employee receives for Employee's services on television, radio or the internet for the remainder of the Term and for a period of 30 days following the expiration of this Agreement. Prior to or during the pendency of the First Negotiation and First Refusal Periods as described above, Employee agrees that Employee will not contract or offer to contract with any third party, nor take any other action which would, in any way, circumvent TBI's first negotiation and/or first refusal rights, or preclude Employee from complying with the terms of this paragraph.

13. **Payment for Plugs:** Employee acknowledges that Employee is familiar with Sections 317 and 507 of the Communications Act of 1934 and is aware that it is illegal without full disclosure to promote products or services in which Employee has a financial interest. Employee agrees not to participate in any such promotion under any circumstances and understands that to do so is a violation of law as well as cause for termination pursuant to Paragraph 9(b). Also, Employee agrees that Employee will not become involved in any financial situation which might compromise or cause a conflict with Employee's obligations under this paragraph or this Agreement without first talking with TBI about Employee's intentions and obtaining TBI's written consent.

14. **Confidentiality:** Employee agrees to comply with the terms set forth in the Non-Disclosure Agreement attached hereto as Exhibit A and incorporated herein by this reference.

15. **Continuation of Agreement:** Employee and TBI may mutually agree to continue Employee's employment after the Term of this Agreement expires in the absence of a new written agreement. If TBI and Employee so mutually agree, this Agreement will continue on a month-to-month basis until the earlier of: (i) the execution and commencement of a successor written agreement between Employee and TBI, or (ii) termination of this Agreement by either party on fifteen (15) days written notice to the other.

16. **Assignment of Agreement:** Employee agrees that TBI has the right, but not the obligation, to assign this Agreement to a successor, to a purchaser of substantially all of its assets or its business, or to any parent, subsidiary, or affiliated corporation or entity which owns or acquires TBI. If this Agreement is assigned, Employee agrees that Employee is obligated to carry out the terms of this Agreement for that new owner or assignee. In the event of such assignment, TBI shall remain secondarily liable. Employee understands and agrees that Employee has no right to assign this Agreement, and any attempt to do so will be null and void.

17. **No Other Agreements/ Non-Union Status:** This Agreement is the only agreement between Employee and TBI and is the entire understanding and agreement between Employee and TBI. It supersedes any other agreements, amendments or understandings, verbal or written, between Employee and TBI. This Agreement may be amended only in a written document signed by both parties. Employee's services hereunder are to be rendered in the capacity of an employee of TBI and Employee further acknowledges that TBI is not a party to any collective bargaining agreement with any





**CONFIDENTIALITY, NON-DISCLOSURE  
AND ASSIGNMENT OF INVENTIONS AGREEMENT**

This Confidentiality, Non-Disclosure and Assignment of Inventions Agreement ("Agreement") is entered into between Mercury Radio Arts, Inc./TheBlaze Inc. ("Company") and **Tomi Lahren** ("Employee").

Whereas, Company has agreed to employ Employee in the **full-time** position of **Host/Writer** beginning on **September 1, 2015**;

Whereas, in that position Employee will have access to information Business Information and Personal Information, as defined below; and

Whereas, it would be inappropriate and harmful for Employee to disclose or use Business Information or Personal Information, other than in the performance of Employee's work for Company;

Now, therefore, Company and Employee agree as follows:

1. **Consideration.** Employee has agreed to sign this Agreement in exchange for Company agreeing to employ Employee and allowing Employee to begin work. Employee understands and agrees Employee would not have been employed or allowed to begin work had Employee not agreed to be bound by the terms of this Agreement.

2. **Business Information.** During Employee's employment with Company, Employee will have access to Business Information pertaining to Company. "Business Information" means all information and any idea in whatever form, tangible or intangible, whether disclosed to, learned or developed by Employee, pertaining in any manner to Company and/or any of its affiliates, and/or any of Company's customers, consultants, suppliers, licensors and other commercial partners, including without limitation: (a) Company's business strategies, existing or future programming plans and other business development information, including but not limited to its relationships with Premiere, Clear Channel, CNN/Turner Broadcasting, Simon & Schuster, Fox News Channel, News Corporation; (b) Company's operations, pricing, financial and personnel information; (c) plans, prospects, policies, practices, and procedures of Company which are not generally known in the industry; (d) the terms of licenses and agreements of any nature; and (e) all other proprietary, trade secret and confidential information of Company of every nature and source. Business Proprietary Information does not include information which: (i) is or becomes generally available to the public through no fault of Employee; (ii) was received by Employee from a third party free to disclose such information without restriction or breach; (iii) is approved for release in writing by an authorized officer of Company, subject to whatever conditions are imposed by such authorized officer; and (iv) is required by law or regulation to be disclosed, but only to the extent necessary and only for the purpose required.

3. **Personal Information.** During and as a result of Employee's employment with Company, he will have access to Personal Information pertaining to Glenn Beck ("Beck"), including, but not limited to, the whereabouts, travel plans, personal habits, communications and relationships of Beck, and the identities, whereabouts, travel plans, personal habits, communications and relationships of Beck employees and family members, and of people who may become known by Employee to be friends and other associates of Beck.

4. **Confidentiality.** Employee agrees that, during and after Employee's employment with Company, Employee will keep all Business Information, all Personal Information and the terms of this Agreement in strict confidence, and not use it for any purpose, or disclose it to any person or entity, other than as necessary during the bona fide performance of Employee's work for Company, or as necessary to confidentially arbitrate a dispute pursuant to Paragraph 8.

5. **Return of Property.** Employee agrees that at the end of Employee's employment for whatever reason, and at any other time upon Company's request, Employee will: (a) return to Company all property, including without limitation all originals and all copies of all documents, whether or not they contain Business Information or Personal Information, and whether stored on computers or in hard copy, in Employee's

possession, custody or control that made or obtained during and as a result of Employee's employment with Company, other than documents related to Employee's compensation and benefits, such as pay stubs and benefit statements; and (b) provide Company with access to all personal computers, personal digital assistants, and other computer and electronic storage devices, regardless of ownership, used by Employee during Employee's employment with Company so that Company may examine such equipment and remove therefrom any information obtained by Employee during and as a result of Employee's employment by Company.

6. **Publicity and Non-Disparagement.** Employee agrees that Employee will not, directly or indirectly, at any time during and after the end of Employee's employment for whatever reason:

- a. Photograph, or make any digital, audio, visual or other recording of, make notes regarding, or collect or preserve any other personal information regarding, or take anything from or anything that was used or discarded by, Company, Beck or any of his employees or family members, or anyone known by Employee to be a friend or other associate of Beck.
- b. Other than in the bona fide course of Employee's employment by the Company, bring any publicity to any aspect of the business of Company, or the personal life of Beck, or any of his employees or family members, or anyone known by Employee to be a friend or other associate of Beck. For example, without limitation, Employee will not make any public or private comments or disclosures about Company, Beck or any of his employees or, family members, or anyone known by Employee to be a friend or associate, by communicating with any member of the news media, posting comments on blogs, giving interviews, disclosing facts or expressing personal views, opinions or judgments or through any member of the media or to or through any other entity or person. Without limited the foregoing, Employee may list the fact he works (or, held following the end of his employment, worked) for the Company, the dates of employment and the position(s) held, on resumes, LinkedIn and the like, without commenting further on that employment.
- c. Disparage, criticize, ridicule or make any negative comments about Company, Beck or any of his employees or family members, or anyone known by Employee to be a friend or other associate of Beck.

Nothing in this Agreement will prevent Employee from responding truthfully to any governmental inquiry, or pursuant to any lawfully issued subpoena; provided, however, Employee shall provide Company with prompt written notice of any such request or requirement so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

7. **Disclosure and Assignment of Inventions.** Employee agrees to promptly disclose in confidence to Company all ideas, discoveries, inventions, improvements, designs, original works of authorship, computer software or other electronic data, writings, developments and other valuable information (collectively referred to as "Inventions"), whether or not patentable, copyrightable or protectable as trade secrets, that result from using equipment, supplies, facilities, or trade secrets of the Company or resulting from work performed by Employee for the Company or that relate to the Company's business or research, and are authored, conceived, developed, or first reduced to practice or created by Employee (either solely or jointly with others) during the term of Employee's employment or during the period of one year after termination of employment, whether or not such Inventions are authored, conceived, developed or first reduced to practice in the course of his/her employment with Company. Employee agrees that all such Inventions are the sole and exclusive property of the Company, and Employee shall assign, and upon creation hereby automatically assigns, all right, title, and interest in such Inventions to the Company. Employee acknowledges that the assignment of Employee's entire right, title and interest in and to any and all such Inventions to the Company is deemed effective upon the earliest of the conception, development, first reduction to practice, or creation of the Invention by Employee. Employee agrees, without further consideration and upon request by the Company, to assist and cooperate with the Company by executing any and all documents, and by performing any and all lawful acts, necessary to document the assignment to the Company (or Company's designee) of the Employee's right, title and interest in and to any and all such Inventions and to assist the Company (or Company's designee) in perfecting such rights. Any ideas, discoveries,

inventions, improvements, designs, original works of authorship, computer software or other electronic data, writings, developments and other valuable information previously known to Employee shall be explicitly excluded from this Agreement. To the extent such discoveries, inventions, improvements, designs, original works of authorship, computer software or other electronic data, writings, developments and other valuable information are used by the Employee in his work pursuant to this Agreement, the Company shall have an unlimited right to use the resulting product of that work without further compensation to the Employee.

8. **Governing Law: Statutory and Common Law Duties.** This Agreement shall be governed by New York law. This Agreement is intended, among other things, to supplement, as applicable, the duties Employee owes Company under statutory and common law, including without limitation duties under the Uniform Trade Secrets Protection Act, and the duty of loyalty, and does not in any way abrogate any of the obligations or duties Employee otherwise owes to Company or any other entity or individual.

9. **Arbitration.** Any and all disputes, controversies or claims arising out of or relating to this Agreement, Employee's provision of services to Company, the termination of this Agreement, or Employee's post-employment obligations shall be finally resolved by arbitration administered by the American Arbitration Association (the "AAA"), although in the case of Employee's post-employment restrictions, Company may seek a temporary restraining order and/or injunctive relief in court pending arbitration or an arbitration award. Either party may initiate arbitration by written notice to the other. The arbitration shall be conducted in accordance with the AAA rules governing the resolution of commercial disputes in effect at the time of the arbitration (including, without limitation, rules applicable to the selection of the arbitrator), except as they may be modified by the provisions of this Agreement. The place of arbitration shall be New York, New York. The arbitration shall commence within thirty days after the appointment of the arbitrator; the arbitration shall be completed within sixty days of commencement; and the arbitrator's award shall be made within thirty days following such completion. The parties may agree to extend those time limits. The arbitrator will render an award and a written opinion in support thereof. Such award shall include the costs related to the arbitration and reasonable attorneys' fees and expenses to the prevailing party. The parties keep all aspects of the arbitration, including the existence and substance of the underlying dispute, and the claims and defenses raised in arbitration, strictly confidential, except as necessary to enforce any award, or to respond to a lawfully issued subpoena or other governmental inquiry.

10. **Remedy in Event of a Breach.** Employee agrees that, in the event of a breach by Employee of any provision of this Agreement, Employee will pay all damages caused, and attorneys' fees incurred, as a result of that breach, to any entity or individual that or who suffered damages and/or reasonably incurred attorneys' fees as a result of that breach, and to disgorge any benefit Employee obtained as a result of the breach. Without limiting the generality of the foregoing, any entity or individual that or who was damaged as a result of a breach shall be entitled to immediate injunctive relief from a court and from an arbitrator, without the obligation to post a bond, to prevent any further breaches of this Agreement, and Employee shall pay to the entity or individual that or who suffered damages as a result of that breach including, without limitation, any payments received and/or any profits generated, as a result of Employee's breach of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subjects specifically addressed herein, and supersedes any prior agreements, understandings, or representations, oral or written, on the subjects addressed herein. This Agreement may not be amended, supplemented, or modified except by a written document signed by both Company and Employee.

**Mercury Radio Arts, Inc. / TheBlaze Inc.**

By: \_\_\_\_\_  
Geri Sanderson  
Human Resources Manager

\_\_\_\_\_  
Tomi Lahren

Date: \_\_\_\_\_

Date: \_\_\_\_\_