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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 EASTERN DIVISION

14 POWERTV MEDIA, LLC, a California limited
15 liability company d/b/a POWER AUTOMEDIA,
16 SPEEDVIDEO, and/or RACINGSHIRTS.COM

17 Plaintiff,

18 vs.

19 STREET RACING DIGNIGHT, LLC, a Texas
20 limited liability company, JERROD L.
21 THOMPSON, an individual, PILGRIM
22 OPERATIONS, LLC, a California limited
23 liability company, PILGRIM STUDIOS, INC., a
24 California corporation, PILGRIM MEDIA
25 GROUP, LLC, a Delaware limited liability
26 company, DISCOVERY COMMUNICATIONS,
27 LLC, a Delaware limited liability company, and
28 DOES 1-10 inclusive.

Defendants.

Case No:

COMPLAINT FOR VIOLATIONS OF:

- 1) **SHERMAN ACT, 15 U.S.C. § 1;**
- 2) **CAL. BUS. & PROFS. CODE § 16600**
- 3) **BREACH OF CONTRACT;**
- 4) **INTENTIONAL INTERFERENCE WITH CONTRACT;**
- 5) **UNFAIR COMPETITION, CAL. BUS. & PROFS. CODE § 17200;**
- 6) **UNJUST ENRICHMENT**

JURY TRIAL DEMANDED

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28

TABLE OF CONTENTS

Page

NATURE OF THE ACTION.....3.

JURISDICTION AND VENUE5.

PARTIES5.

 I. Plaintiff and its Business.....5.

 II. Defendants and their Respective Businesses7.

 III. The “Street Outlaws” Television Program Series..... 9.

 IV. Plaintiff’s Live Streaming, Broadcast and Marketing Agreement
with Defendant Street Racing Dignight LLC.....12.

 V. Defendants’ “Event Release and Agreement”19.

COUNT I: VIOLATIONS OF THE SHERMAN ACT, 15 U.S.C. §1.....25.

 A. The Event Release Agreement is an Illegal Restraint on Trade.....26.

 B. Defendants’ Agreement to Interfere with Plaintiff’s Business and to
Conditionally Boycott the DigNight at NRG Event Constitutes an
Illegal Restraint on Trade.....28.

COUNT II: VIOLATION OF CAL. BUS. & PROFS. CODE §16600.....32.

COUNT III: BREACH OF CONTRACT33.

COUNT IV: TORTIOUS INTERFERENCE WITH CONTRACT.....36.

COUNT V: UNFAIR COMPETITION38.

COUNT VI: UNJUST ENRICHMENT39.

PRAYER FOR RELIEF40.

JURY DEMAND.....41.

1 Plaintiff, PowerTV Media LLC, (“Plaintiff”) hereby alleges against Defendants
2 STREET RACING DIGNIGHT, LLC, a Texas limited liability company, JERROD L.
3 THOMPSON, an individual, PILGRIM OPERATIONS, LLC, a California limited liability
4 company, PILGRIM STUDIOS, INC., a California corporation, PILGRIM MEDIA GROUP,
5 LLC, a Delaware limited liability company, DISCOVERY COMMUNICATIONS, LLC, a
6 Delaware limited liability company, and DOES 1-10 inclusive, and each of them, (collectively
7 “Defendants”) as follows:

8 **NATURE OF THE ACTION**

9 1. This action challenges an interstate conspiracy entered into among Defendants to
10 willfully interfere with Plaintiff’s pre-existing and ongoing advertising and broadcasting
11 business and to intentionally and tortiously breach a valid written contract between Plaintiff
12 and Defendant STREET RACING DIGNIGHT, LLC, involving the live, televised and on-
13 demand broadcast (and distribution of merchandise) of a unique and widely popular series of
14 automobile drag racing events. Plaintiff alleges herein that the illegal agreements and
15 exclusive dealing arrangements entered into among Defendants, and their resulting conspiracy
16 to disrupt, boycott and interfere with the Plaintiff’s lawful business, has had, and will have a
17 substantial adverse effect upon interstate commerce, and a portion of the relevant trade, and
18 that such conspiracy has adversely affected consumers and the related market(s) worldwide
19 and within this judicial district. Plaintiff alleges that the Defendants’ exclusive dealing
20 arrangements, illegal agreements and conspiracy to disrupt, interfere with and boycott the
21 Plaintiff’s (and others’) business: (i) was intended to cause and did cause irreparable harm to
22 Plaintiff’s competitive business, trade and goodwill; (ii) illegally suppressed information and
23 media coverage from the public, including any live, tape-delayed, on-demand or other press or
24 media coverage of the drag racing event(s) by Plaintiff or any third party; (iii) was intended to
25 and did unfairly and illegally limit business competition by the Plaintiff and others with
26 respect to the advertisement and media coverage of a unique and rapidly growing motorsport
27 involving “no prep” or “illegal” street drag racing and simulated street drag racing events and
28 the merchandising and sale of apparel sold at and during the display and broadcast of such

1 events; (iv) unfairly restrained the legitimate trade and commerce of Plaintiff and other third
2 parties; and in essence (vi) illegally provided to PILGRIM OPERATIONS, LLC, PILGRIM
3 STUDIOS, INC., PILGRIM MEDIA GROUP, DISCOVERY COMMUNICATIONS, LLC
4 and DOE Defendants described below, an unfair advantage, if not a monopoly over a
5 substantial portion of the applicable trade and commerce, and particularly eliminated any
6 competition with respect to the live, televised and on-demand media coverage, advertising,
7 broadcast, display and dissemination of images, audio visual materials and information
8 regarding “no-prep” street drag racing and simulated street drag racing events, their most
9 popular competitors, and their own colorful team crews, fans and other participants; as well as
10 a conspiracy to limit competition regarding Plaintiff’s merchandising of apparel at and in
11 connection with such drag racing events.

12 2. This is a federal-question action involving statutory claims under the Sherman
13 Act, 15 U.S.C. § 1, as well as common law and statutory claims arising under California law.
14 Plaintiff herein asserts against Defendants STREET RACING DIGNIGHT, LLC, a Texas
15 limited liability company and JERROD L. THOMPSON, an individual, its claims for
16 violations of the Sherman Act, 15 U.S.C. § 1, *et. seq.*; violations of Cal. Bus. & Profs. Code §
17 16600 *et. seq.*) and for breach of contract and unjust enrichment. Plaintiff further asserts
18 claims herein against Defendants PILGRIM OPERATIONS, LLC, a California limited
19 liability company, PILGRIM STUDIOS, INC., a California corporation, PILGRIM MEDIA
20 GROUP, LLC, a Delaware limited liability company, DISCOVERY COMMUNICATIONS,
21 LLC, a Delaware limited liability company, and DOES 1-10, violations of the Sherman Act,
22 15 U.S.C. § 1, *et. seq.*, and its claims for violations of Cal. Bus. & Profs. Code § 16600 *et.*
23 *seq.*), intentional and tortious interference with contract, unfair competition and unjust
24 enrichment.

25 3. Plaintiff further asserts its related claims that the Defendants’ conspiracy, illegal
26 agreements, interference and unfair competition restrained trade and are per se unlawful under
27 California law. Plaintiff seeks injunctive relief and damages for violations of: Cal. Business
28 and Professions Code section 16600 (“Section 16600”); and California’s unfair competition

1 law, Business and Professions Code sections 17200, et seq. (the “Unfair Competition Law”).

2 **JURISDICTION AND VENUE**

3 4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.
4 §§ 1331, 1332 and 1367. The Court has original jurisdiction pursuant to 28 U.S.C. § 1331
5 because Plaintiff asserts claims that arise under the laws of the United States, namely, the
6 Sherman Act, 15 U.S.C. § 1, *et. seq.* This Court has supplemental jurisdiction over Plaintiff’s
7 State law claims pursuant to 28 U.S.C. § 1367 because those claims are so closely related to
8 Plaintiff’s federal-question claims that they arise out of a common nucleus of operative facts
9 that form the same case or controversy, and the entire action commenced by this Complaint
10 constitutes a single case that would ordinarily be tried in one judicial proceeding.

11 5. Plaintiff is informed and believes that venue is proper within this district under
12 15 U.S.C. §22, 28 U.S.C. §§ 1391(a), (b) and/or (c) and Cal. Bus. & Profs. Code §1672
13 because Defendants PILGRIM OPERATIONS, LLC and PILGRIM STUDIOS, INC., reside
14 and conduct business within this district, because a substantial part of the events or omissions
15 giving rise to the claims occurred in this district, and/or a substantial part of property that is the
16 subject of the action is situated in this district and because the Defendants have committed
17 illegal and tortious acts in this district. Upon information and belief, this Court can exercise
18 personal jurisdiction over Defendants because Defendants can be found within, have extensive
19 contacts with, regularly conduct business within, and have entered into contracts in the State of
20 California and this judicial district, relative to the subject matter of this action.

21 **THE PARTIES**

22 **Plaintiff and its Business**

23 6. POWERTV MEDIA LLC, (“Plaintiff”) is a California limited liability company,
24 organized in California and qualified to conduct business under the registered fictitious
25 business names POWER AUTOMEDIA, SPEEDVIDEO and/or RACINGSHIRTS.COM,
26 having its principal office in the County of Riverside at 25843 Jefferson Avenue, Murrieta,
27 California 92562.

28 7. Founded in 2006 by a successful drag race driver, Plaintiff, POWERTV

1 MEDIA, LLC has since operated as a digital media company, specializing in the production,
2 broadcast and distribution of automotive video content.

3 a. Through its POWER AUTOMEDIA division, Plaintiff publishes digital e-
4 magazines, sells video production, sells advertising and commercial services to its clients
5 within the automotive industry. Plaintiff also produces and distributes a variety of original
6 news and editorial content offered to Plaintiff's subscribers, the automotive trade and the
7 general public. Plaintiff's content creation and publication services is focused on automobiles,
8 car racing events and automotive products, although Plaintiff publishes its news, advertising,
9 and editorial content within and beyond more than a dozen of Plaintiff's magazines and via
10 social media websites, worldwide. For example, Plaintiff's drag racing magazine published
11 online at <www.dragzine.com> features news and information regarding drag racing and street
12 racing and is believed to be the world's largest drag racing magazine with over 350,000
13 readers monthly. Plaintiff also publishes advertising and entertainment content via its other
14 related automotive enthusiast websites, magazines, subscriber services and e-zines including,
15 without limitation, *Chevy Hardcore*, *Corvette Online*, *Diesel Army*, *EngineLabs*, *LSX*
16 *Magazine*, *Off Road Xtreme*, *REVVED*, *Rod Authority*, *Stang TV* and *Street Muscle Magazine*.

17 b. Earlier this year, Plaintiff launched its new SPEED VIDEO division via the
18 website <www.speedvideo.com> for the purpose of advertising and providing live and on
19 demand streaming broadcasts of automotive racing events, particularly, drag racing events.
20 Plaintiff has since sold and displayed its clients' advertising materials on such website and has
21 successfully provided live and on-demand broadcasts of a number of automotive drag racing
22 and "no prep" street drag racing events, including: "Bounty Hunters No Prep Grudge
23 Nationals 2016" which took place in San Antonio, Texas in March 2016; "Radial Fest 2016
24 Spring Edition" which took place in Huntsville, Alabama in April 2016; "Match Race
25 Madness" which took place in Lakeside, California in July 2016; and "Outlaw Armageddon
26 2016" which took place in Lexington, Oklahoma. Plaintiff has also contracted and made
27 arrangements for the exclusive and non-exclusive rights to broadcast several additional "no
28 prep" street drag racing and simulated street drag racing events in the near future.

1 c. Earlier this year, Plaintiff began manufacturing and selling merchandise,
2 particularly including apparel, posters and decals related to, and in promotion of automotive
3 racing, especially the “no prep” drag and street racing phenomenon. Since such time, Plaintiff
4 has offered and sold apparel, posters, decals and other merchandise online at its Internet
5 website <www.racingshirts.com>, trackside at several automotive drag racing events and
6 elsewhere.

7 **Defendants and their Respective Businesses**

8 8. Defendant STREET RACING DIGNIGHT, LLC is a Texas limited liability
9 company, established in 2015, with its principal place of business at 9727 Farrell Drive,
10 Houston, Texas 77070. Street Racing Dignight, LLC operates, promotes and conducts
11 automotive events, particularly including “no prep” drag races and simulated street drag racing
12 events. The Court has specific personal jurisdiction over Street Racing Dignight, LLC,
13 because such Defendant has entered one or more written agreements which underlies and
14 forms the basis of this action, wherein such Defendant has agreed to submit to jurisdiction in
15 California and which provides for interpretation, and performance of the agreement within this
16 State; because such Defendant has purposely availed itself of the channels of interstate
17 commerce in promoting, advertising, and marketing its events within the State of California;
18 and because it has knowingly caused tortious injury to Plaintiff within this judicial district.

19 9. On information and belief, Defendant JERROD L. THOMPSON
20 (“THOMPSON”) is an individual, residing in the State of Texas, who is the Managing
21 Member and founder of Defendant Street Racing Dignight, LLC. On information and belief,
22 THOMPSON owns controls and directs Defendant Street Racing Dignight, LLC and some or
23 all of the acts complained of herein were authorized, directed, ratified, consented to and/or
24 approved by THOMPSON, or persons or entities under THOMPSON’s control. On
25 information and belief, the Court has specific personal jurisdiction over THOMPSON because
26 such Defendant has purposely availed himself of the channels of interstate commerce in
27 promoting, advertising, and marketing his company and its events within the State of
28 California for his own commercial gain; because such Defendant has entered into one or more

1 written agreements underlying and forming the basis of this action wherein such Defendant
2 has agreed to submit to jurisdiction in California and which provides for interpretation, and
3 performance of the agreement within this State; and because THOMPSON has caused tortious
4 injury to Plaintiff in this judicial district.

5 10. On information and belief, Defendant PILGRIM OPERATIONS, LLC is a
6 California limited liability company, with its principal place of business at 12020 Chandler
7 Boulevard, Suite 200, North Hollywood, California 91607.

8 11. On information and belief, Defendant PILGRIM STUDIOS, INC. is a California
9 corporation with its principal place of business at 12020 Chandler Boulevard, Suite 200, North
10 Hollywood, California 91607.

11 12. On information and belief, Defendant PILGRIM MEDIA GROUP, LLC, is a
12 Delaware corporation with its principal place of business at 12020 Chandler Boulevard, Suite
13 200, North Hollywood, California 91607.

14 13. Defendants PILGRIM OPERATIONS, LLC, Defendant PILGRIM STUDIOS,
15 INC. and Defendant PILGRIM MEDIA GROUP, LLC, will be collectively referred to herein
16 as the “Pilgrim Defendants.”

17 14. Plaintiff is informed and believes and thereon alleges that each of the Pilgrim
18 Defendants were authorized, controlled, and/or directed by the other Pilgrim Defendants to
19 perform one or more of the functions of the other defendants.

20 15. On information and belief, Defendant DISCOVERY COMMUNICATIONS,
21 LLC (“DISCOVERY”) is a limited liability company organized and existing under the laws of
22 Delaware with its principal place of business at One Discovery Place, Silver Spring, Maryland
23 20910.

24 16. Plaintiff is informed and believes and thereon alleges that the Pilgrim
25 Defendants and/or DOES 1-10 were authorized, controlled, and/or directed by Defendant
26 DISCOVERY or in the alternative, that DOES 1-10 were controlled or directed by the Pilgrim
27 Defendants.

28 17. On information and belief, at all times herein mentioned, the Pilgrim Defendants

1 and DISCOVERY and each of them, were an owner, a co-owner, an agent, a representative, a
2 partner, a servant, an associate, an employee, a co-conspirator, a franchisee, and/or a joint
3 venturer of the other co-defendants, (except Defendants STREET RACING DIGNIGHT LLC
4 and THOMPSON), or otherwise acting on behalf of each and every remaining defendant and,
5 in doing so, were acting within the scope of their authorities as an owner, a co-owner, an
6 agent, a representative, a partner, a servant, an associate, an employee, a co-conspirator, a
7 franchisee, and/or a joint venturer of the other co-defendants, (except Defendants STREET
8 RACING DIGNIGHT LLC and THOMPSON) each such co-defendant having authorized,
9 ratified, approved, directed, consented to, or encouraged all of the acts of each of the other co-
10 defendants.

11 18. The true names, identities and capacities, whether individual, associate, corporate
12 or otherwise, of Defendants DOES 1 through 10, inclusive, and each of them (the “DOE
13 Defendants”), are unknown to Plaintiff at this time, and are thusly identified herein by such
14 fictitious names. Plaintiff is informed and believes and thereon alleges that each of the DOE
15 Defendants sued herein is responsible for the wrongful acts alleged herein, and is therefore
16 liable to Plaintiff in some manner for the events and happenings alleged in this complaint.
17 When the true names and capacities or participation of the DOE Defendants are ascertained,
18 Plaintiff will amend this complaint to assert their true names, identities and capacities.

19 19. Each of the defendants sued herein is sued individually, and in their capacity as
20 an agent and/or employee of each other defendant. Plaintiff seeks relief against each of these
21 defendants as well as their supervisors, agents, managing agents, assistants, successors,
22 employees and all persons acting in concert with them or at their direction.

23 20. In engaging in the acts set forth in this Complaint, the individual defendants
24 were acting in concert with, at the direction of, or with the express or implied ratification of,
25 their supervisors, managing agents and/or the other defendants.

26 **The “Street Outlaws” Television Program Series**

27 21. Defendant DISCOVERY owns and operates the Discovery Channel television
28

1 network as well as a number of Internet websites and other forms of broadcast media.
2 DISCOVERY is the owner of the trademark “Street Outlaws” U.S. Reg. No. 4,788,633 which
3 it has used since at least as early as June 2013 in connection with “entertainment and
4 educational services in the nature of reality television program series featuring real life stories
5 of street racers distributed via various platforms across multiple forms of transmission media.”

6 22. Upon information and belief, the Pilgrim Defendants and DISCOVERY are the
7 producers of one or more reality-style television program series, specifically including “Street
8 Outlaws” and “Street Outlaws, New Orleans.” The Pilgrim Defendants and Discovery
9 Communications LLC are jointly responsible for the administration, casting, filming, editing
10 and production of the “Street Outlaws” and “Street Outlaws, New Orleans” reality television
11 series for broadcast via Defendant DISCOVERY’s Discovery Channel television network.
12 “Street Outlaws” has appeared on Defendant DISCOVERY’s Discovery Channel television
13 network since June 2013.

14 23. Both “Street Outlaws” series documents the world of simulated street drag
15 racing in a grudge-style, “no-prep” or limited preparation environment. Each of these series
16 involves teams of automobile street drag racers, the races and events they participate in, the
17 automotive products and enhancements they use and the excitement and pageantry associated
18 with this fast-growing motor sport involving fewer classes and simple rules. Typically, the
19 racers face each other in one-on-one street-style drag race challenges, often with the races
20 starting on a flashlight or arm drop, with a crowd closely lining the track. The racetrack itself
21 is typically an ungroomed and unprepared surface as to replicate the conditions that racers
22 might find on a city street. Both of the “Street Outlaws” television series have consistently
23 been rated among the top cable programs among men, with at least two of the recent season
24 finales each delivering more than 3 million total viewers.

25 24. Due in part to the success of the Street Outlaws and Street Outlaws, New
26 Orleans shows, as well as the growing popularity of the unique no-prep drag racing
27 motorsport, many former unknown and “illegal” street racers have joined racing “teams” and
28 they and their cars have become household names, often with colorful aliases such as

1 “Birdman,” “Farmtruck,” “Daddy Dave,” “Cornfed 2.0,” “Big Chief,” “Murder Nova,” “Mean
2 Green” “AZN,” “Shocker” and “Boosted GT.” Upon information and belief, many, if not all
3 of these racers have reached agreements with the Pilgrim Defendants and/or DISCOVERY
4 have been and are regularly compensated for, and related to their appearances on the “Street
5 Outlaws” and “Street Outlaws, New Orleans” television series.

6 25. Although the premise of both “Street Outlaws” television series involves an
7 “unscripted” reality-style show providing a “behind the scenes” look at “illegal” “Street
8 Outlaws” engaged in no-prep street-style drag racing, over time, the producers of the series
9 have been pressured not to encourage or condone illegal street racing and have been denied
10 permits, prevented from creating, filming and/or exhibiting such materials. On information and
11 belief, the shows’ producers have been forced to abandon the documentation of illegal street
12 racing and the series now confronts many additional costs as well as legal and logistical
13 difficulties including obtaining suitable locations and permits for filming, coordination with
14 law enforcement, insurance, crowd control and the like, in order to conduct, film and exhibit
15 programming featuring simulated illegal street-style drag racing events and challenges.

16 26. On information and belief, DISCOVERY in addition to broadcasting the “Street
17 Outlaws” and “Street Outlaws, New Orleans” series on and via its television network,
18 DISCOVERY also provides the public with the opportunity to view via cable on demand
19 services and/or via the Internet, certain series episodes and video clips featuring previous
20 broadcasts and unaired materials including interviews, “behind the scenes” footage,
21 photographs, and biographical detail of the racers and teams. DISCOVERY also offers and
22 sells a variety of merchandise including apparel, coffee mugs, DVDs, posters and decals in
23 connection with the Street Outlaws television series via DISCOVERY’s Internet retail store
24 and elsewhere.

25 27. On information and belief, one or more of the Pilgrim Defendants have claimed
26 to have used the trademark STREET OUTLAWS in connection with a variety of clothing
27 items including headwear, namely, hats caps and beanies; hooded pullovers; hooded
28 sweatshirts; jackets, shirts and T-shirts since at least as early as June 23, 2014.

1 28. On information and belief, DOES 1-10 offer and sell a variety of merchandise
2 including apparel, posters and decals via various Internet websites, trackside at drag racing
3 events and elsewhere.

4 **Plaintiff's Live Streaming, Broadcast And Marketing Agreement**
5 **With Defendant Street Racing Dignight LLC**

6 29. On April 11, 2016, Plaintiff and Defendant Street Racing Dignight LLC,
7 entered into a written contract entitled "Live Streaming Broadcast & Marketing Agreement"
8 (the "Live Streaming Broadcast & Marketing Agreement"). A true copy of the Live
9 Streaming Broadcast & Marketing Agreement is attached hereto as Exhibit A and is
10 incorporated herein.

11 30. The Live Streaming Broadcast & Marketing Agreement granted to Plaintiff
12 certain exclusive and non-exclusive broadcast rights covering four (4) automotive drag racing
13 events, spanning a term of two (2) years. The first event, DigNight at NRG ("DigNight at
14 NRG") was scheduled and held in the parking lot outside of the NRG Stadium in Houston,
15 Texas on June 24-25, 2016. The second event "Lonestar Resurrection" was scheduled to occur
16 in September, 2016. The Live Streaming Broadcast & Marketing Agreement further granted to
17 Plaintiff exclusive coverage and broadcast rights of two (2) additional events, scheduled to
18 occur in 2017.

19 31. Pursuant to the terms of the Live Streaming Broadcast & Marketing Agreement
20 and upon substantial consideration therefor, Plaintiff was granted rights as "the official
21 provider [of the] "live streamed online video broadcast" of the events, as well as additional
22 rights, including, without limitation:

23 -the *exclusive* rights to broadcast each of the events "for television broadcast, for live
24 streaming, and/or on demand viewing" via Plaintiff's websites, including speedvideo.com,
25 dragzine.com and others, including "individual full round(s) and/or entire round(s) of
26 qualifying, testing, and/or eliminations." "Promoter will ensure all individuals, sponsors,
27 videographers or media persons with access to event(s) or restricted area(s) agree with these
28 rights";

1 - guaranteed complete onsite access to the track and event facilities including a
2 dedicated scaffolding tower, exclusive priority starting line access as well as downtrack access
3 and drone airspace above the track for at least one day prior to and after the conclusion of the
4 events, for setup, planning, teardown and logistics;

5 - exclusive rights to offer to its clients and third parties “video stream” and “on
6 demand” sponsorships, TV commercials, marketing packages and display advertising for the
7 broadcasts of the events; and

8 - high-quality vendor rights to sell Power Automedia related apparel at the events.

9 Within the Live Streaming Broadcast & Marketing Agreement, Defendant Street
10 Racing Dignight LLC further represented that it will secure worldwide photo, video and media
11 rights from participants, crew, competitors, vendors, sponsors and attendees of the events and
12 extend those rights to Plaintiff for the purposes of performance of the Live Streaming
13 Broadcast & Marketing Agreement.

14 32. On April 12, 2016 and thereafter, the Live Streaming Broadcast & Marketing
15 Agreement was announced on Plaintiff’s websites and magazines, on third party social media
16 websites, via press releases and elsewhere by both Plaintiff and Defendant Street Racing
17 DigNight LLC. (*See e.g.*, Exhibit B).

18 33. After entering into the Live Streaming Broadcast & Marketing Agreement, in
19 good faith and relying thereon, Plaintiff performed and made complete arrangements for full
20 performance on its part, which included, without limitation, the following: providing
21 significant marketing, editorial and social media benefits to Defendant Street Racing
22 DigNight, LLC; producing, broadcasting and advertising TV commercials and display ads for
23 the DigNight at NRG event; displaying and disseminating DigNight at NRG advertising on
24 various Power Automedia magazines, third party social media websites and via subscriber e-
25 mail blasts, and provided further promotional benefits to and for the benefit of Defendant
26 Street Racing Dignight, LLC, as well as considerable advance planning, logistical, technical
27 and administrative support at, and prior to the DigNight at NRG event.

28 34. At all times, except where otherwise prevented, frustrated or excused by

1 Defendants, Plaintiff performed all duties and obligations on its part of the Live Streaming
2 Broadcast & Marketing Agreement.

3 35. In further reliance on the Live Streaming Broadcast & Marketing Agreement,
4 Plaintiff made multiple contractual agreements with third parties. Plaintiff contracted to sell
5 and sold sponsorships, commercial and display advertising and other promotional and
6 marketing services to third parties, particularly as related to the DigNight at NRG event
7 broadcast as well as the subsequent events identified in the Live Streaming Broadcast &
8 Marketing Agreement. Plaintiff further invested in additional equipment and personnel,
9 arranged for travel and provided transportation of its crew, equipment and support staff, who
10 until illegally restrained by Defendants, remained ready, able and willing to provide the
11 agreed-upon complete broadcast coverage of the DigNight at NRG event and subsequent
12 events identified in the Live Streaming Broadcast & Marketing Agreement.

13 36. On or about June 13, 2016, Plaintiff was contacted by an individual who
14 identified himself as Seth Compton, “the supervising producer of Street Outlaws, New
15 Orleans” working for “Pilgrim Studios.” Mr. Compton advised Plaintiff that he had received
16 Plaintiff’s contact information from THOMPSON and that he was aware that Plaintiff would
17 be covering the DigNight at NRG event “for dragzine and speedvideo.” Mr. Compton stated
18 that “*we are also very interested in coming to DigNight with some of our characters, Kye
19 Kelly and Scott Taylor and some others and would like to cover DigNight. I would love to
20 have a conversation with you about how we can both get what we need without getting into
21 each other’s way.*” On or about such date, Plaintiff’s CEO advised Mr. Compton that
22 Plaintiff had been granted the exclusive right to broadcast the event via live online streaming
23 and on-demand and that it intended to film and broadcast the entire DigNight at NRG event.
24 Mr. Compton replied “*this isn’t going to work. We can’t have you broadcasting the Street
25 Outlaws stars because it would ruin our show. Thanks, but this isn’t going to be acceptable to
26 my boss.*”

27 37. On information and belief, between June 13, 2016 and June 25, 2016, agents of
28 the Pilgrim Defendants and DISCOVERY threatened, coerced, made promises to, and

1 conspired with the other Defendants to cause Street Racing Dignight LLC to breach
2 the Live Streaming Broadcast & Marketing Agreement with Plaintiff and to take other illegal
3 and anti-competitive acts in violation of State and Federal law. In particular, representatives
4 of the Pilgrim Defendants advised THOMPSON that if their demands were not met, including
5 that if Plaintiff and others were not prohibited from filming or publicizing the main race event,
6 that certain previously publicized drivers, crews and participants would pull out of their
7 commitments and refuse to participate in the DigNight at NRG event.

8 38. Plaintiff is informed and believes that Defendant THOMPSON was promised
9 that if he and Street Racing Dignight LLC were to breach the Live Streaming Broadcast &
10 Marketing Agreement, to boycott the Plaintiff and to extend to the Pilgrim Defendants and
11 DISCOVERY an absolute monopoly over the advertising and broadcast of the race event(s),
12 the race results and the race participants, that it would benefit Defendants Street Racing
13 Dignight, LLC and THOMPSON, including, by providing them with a bigger audience, more
14 spectators, and further promotional benefits offered by the Pilgrim Defendants and
15 DISCOVERY for future events.

16 39. Plaintiff is informed and believes that representatives of the Pilgrim Defendants
17 and DISCOVERY attempted, encouraged, coerced and/or convinced Defendants DOES 1-10
18 and other race participants to join a conspiracy for the illegal purpose of tortiously interfering
19 with Plaintiff's rights in the Live Streaming Broadcast & Marketing Agreement; to boycott
20 the Plaintiff and/or Defendant Street Racing Dignight, LLC; and to restrain Plaintiff and
21 Defendant Street Racing Dignight, LLC in their respective trade and market(s), from
22 advertising, broadcasting, publicizing or reporting on the results of the races and activities
23 occurring at the DigNight at NRG event and elsewhere.

24 40. On information and belief, Defendants DOES 1-10 and other race participants
25 who had appeared and agreed to race in the DigNight at NRG event were promised that if they
26 joined the conspiracy and agreed to allow the Pilgrim Defendants and DISCOVERY to
27 exercise an absolute monopoly over the advertising, broadcast and publicity of the race
28 event(s), the race results and the race participants, that DOES 1-10 and other race participants

1 would directly benefit therefrom. Further, and in the alternative, the Pilgrim Defendants and
2 DISCOVERY threatened or implied to Defendants DOES 1-10 and others that if they
3 participated in the DigNight at NRG event and permitted Plaintiff to film their race
4 participation, that they would be “black-balled” and thusly jeopardize any relationship with, or
5 potential chance to appear on the “Street Outlaws” series or to work with the Pilgrim
6 Defendants and DISCOVERY and/or that they would be directly harmed by losing valuable
7 publicity, sponsorships and/or the opportunity to compete for compensations and prizes.

8 41. On June 24, 2016, Plaintiff’s film crew was present at NRG Stadium in
9 Houston, Texas, for the first night of the DigNight at NRG event. On such date, Plaintiff
10 verified that Defendants Street Racing DigNight LLC and THOMPSON had arranged for and
11 provided to Plaintiff a suitable Internet connection with sufficient bandwidth for live streaming
12 and a video production scaffold for the broadcast as per the Live Streaming Broadcast &
13 Marketing Agreement. On such date, Plaintiff successfully broadcasted and live-streamed the
14 first day of the DigNight at NRG event, including the preliminary qualifying rounds, without
15 any direct interference or prohibition.

16 42. On June 24, 2016, while overseeing Plaintiff’s first night broadcast of the
17 DigNight at NRG event, Plaintiff’s CEO was approached by an individual who introduced
18 himself as Seth Compton, the producer of “Street Outlaws, New Orleans” and inquired what
19 Power Automedia was doing filming the event. When Plaintiff CEO replied that Plaintiff was
20 there filming the event for live streaming and on-demand broadcast, Mr. Compton
21 immediately demanded that prior to any further filming or broadcasting of the DigNight at
22 NRG event, that Plaintiff enter into a contract with the Pilgrim Defendants and DISCOVERY
23 and further threatened that unless Plaintiff refrained filming the races and race participants,
24 particularly including the purported members of the cast and crew of “Street Outlaws, New
25 Orleans” that *“our attorneys are going bury you. This is a five hundred thousand dollar
26 (\$500,000) production. You do not understand how much money has been invested here. I’m
27 not going to lose my job over this. Either you sign (an) agreement or leave, there’s no room to
28 talk or negotiate.”* Mr. Compton then stated to Defendants THOMPSON and Street Racing

1 Dignight, LLC that it was either “*him or us*” and threatened to “take his racers and crew out of
2 there” if THOMPSON did not agree to his unspecified “agreement.”

3 43. On the morning of June 25, 2016, Plaintiff’s CEO, its POWER AUTOMEDIA
4 film crew and apparel sales crew were present at NRG Stadium preparing to broadcast the
5 main event. On such date, Seth Compton approached Plaintiff’s CEO and stated “*you’re not*
6 *supposed to be here.*” Plaintiff reiterated its disagreement with Mr. Compton, provided him
7 with a photocopy of the Live Streaming Broadcast & Marketing Agreement and immediately
8 sent another copy of such agreement to Mr. Compton via e-mail.

9 44. Despite their explicit awareness of Plaintiff’s exclusive rights to broadcast the
10 DigNight at NRG event, representatives of the Pilgrim Defendants and DISCOVERY began
11 setting up their own film equipment and took over the video production capabilities at the
12 racetrack and facilities. The Pilgrim Defendants and DISCOVERY intentionally placed their
13 camera crews, equipment and umbrellas directly in front of several positions of Plaintiff’s
14 filming equipment and blocked Plaintiff’s crew’s access to several shots, particularly including
15 the finish line. The representatives of the Pilgrim’s Defendants and DISCOVERY further
16 threatened Plaintiff’s film crew that if they did not move their wiring, they would “run it
17 over.” Meanwhile, representatives of the Pilgrim Defendants and DISCOVERY continued to
18 coerce and threaten THOMPSON and others until they were able to convince THOMPSON
19 and others to join their conspiracy.

20 45. Shortly after noon on June 25, 2016, Plaintiff’s CEO was informed by a drag
21 race driver who was present at and expected to participate in the DigNight at NRG event, that
22 THOMPSON had decided to “[p]ull the plug on y’all because he can’t say no to Discovery.”

23 46. At approximately 2:00 p.m. on June 25, 2016, Plaintiff’s CEO, THOMPSON
24 and Seth Compton had an in-person meeting trackside at NRG Stadium where Mr. Compton
25 advised Plaintiff that Defendants Street Racing Dignight, LLC and THOMPSON “had signed
26 an Agreement with Pilgrim” and claimed that Plaintiff had no right to film or broadcast the
27 event. Mr. Compton particularly stated to Plaintiff: “*you guys should just sign the (Pilgrim)*
28 *agreement or just leave because there are no other options. My boss says ‘it’s us or you and if*

1 *Jerrod (Thompson) picks Power Automecia to stay, we will wreck DigNight by pulling all of*
2 *our Street Outlaws racers out.”*

3 47. By his actions and statements, Compton advised or implied to Plaintiff and
4 others, including Defendants Street Racing Dignight, LLC and THOMPSON that the Pilgrim
5 Defendants and DISCOVERY had entered into agreements with DOES 1-10 and others that
6 authorized the Pilgrim Defendants and DISCOVERY to enforce certain “non-compete”
7 agreements and to cause others, including the “Street Outlaw racers” and others who had
8 appeared and committed to compete at the DigNight at NRG drag racing events, to refrain
9 from engaging in such lawful profession, trade and business. Mr. Compton further threatened
10 THOMPSON that the Pilgrim Defendants and DISCOVERY would sue Defendants Street
11 Racing Dignight, LLC and THOMPSON if they did not promptly “*kick Power Automecia out*
12 *of the facility.”*

13 48. Immediately thereafter, THOMPSON advised Plaintiff that Defendant Street
14 Racing Dignight, LLC was forced to enter into an agreement with the Pilgrim Defendants and
15 DISCOVERY because they had threatened to organize a last-minute boycott of the event by a
16 significant number of the high-profile race participants in attendance if Plaintiff was permitted
17 to film and/or broadcast the event. THOMPSON asserted that if Defendant Street Racing
18 Dignight, LLC did not breach the Live Streaming Broadcast & Marketing Agreement, it would
19 diminish, if not “kill the revenue” of the DigNight at NRG event as well as Street Racing
20 Dignight LLC’s future events, disappoint the fans and spectators in attendance and hurt the
21 image of Defendant Street Racing Dignight, LLC and its events. THOMPSON then instructed
22 Plaintiff that it could not film, broadcast, or even report race results at or regarding the
23 DigNight at NRG event. Because it was present and fully prepared to film and broadcast the
24 event in its entirety, and because it had committed to advertising agreements and subscriber
25 services with its third-party customers’, Plaintiff refused to abandon its interests and stated that
26 it intended to fully perform the Live Streaming Broadcast & Marketing Agreement. Plaintiff
27 further warned THOMPSON that his conduct and threatened breach was causing and would
28 cause immense and irreparable harm to Plaintiff if Street Racing Dignight LLC were to

1 proceed to breach such Agreement. Nevertheless, THOMPSON maintained that Plaintiff was
2 no longer permitted to film the DigNight at NRG event, nor any of the “Street Outlaws” cast
3 and crew, and again instructed Plaintiff and its crew to remove their equipment and to leave
4 the restricted filming area or otherwise risk being forcibly ejected from the stadium premises.

5 49. Plaintiff was forced to immediately comply, and as a result, Plaintiff was unable
6 to film, exhibit, stream or display the remaining portion of the race event, including the finals,
7 or any additional footage of the DigNight at NRG event or any of the advertising material
8 associated therewith. Due to the illegal and unjustified acts of Defendants and each of them,
9 Plaintiff has suffered and will suffer significant financial losses, including its expenses, lost
10 advertising revenues, lost business and has further suffered irreparable harm to its business
11 reputation and its live and on-demand streaming broadcast business, its advertising business its
12 merchandising business, and its magazines and websites.

13 **The “Event Release and Agreement”**

14 50. Approximately on or between June 18, 2016 and June 25, 2016, Plaintiff
15 received an unsigned copy of an “Event Release and Agreement (‘Release’)” drafted as
16 between Defendants Street Racing Dignight, LLC and/or THOMPSON on the one hand, and
17 Pilgrim Operations, LLC on the other. A true copy of such “Event Release and Agreement
18 (‘Release’)” (hereinafter “Event Release”) is attached hereto as Exhibit C and incorporated
19 herein.

20 51. On information and belief, the Event Release was prepared exclusively by the
21 Pilgrim Defendants and DISCOVERY in its relatively illegible and inadequately sized font as
22 shown and was ultimately executed by THOMPSON unchanged in form or substance.

23 52. On information and belief, at no time did Street Racing DigNight LLC or
24 THOMPSON seek or obtain legal counsel in connection with the negotiation or execution of
25 the Event Release attached as Exhibit C.

26 53. Within the Event Release, THOMPSON, on behalf of Defendant Street Racing
27 Dignight, LLC, represented that he was the “sole owner or the authorized representative of the
28 sole owner of the Event and has the sole authority to grant Producer the rights granted herein.”

1 ... “Owner represents and warrants that the undersigned has all rights and authority to enter
2 into this Release and to grant the rights granted hereunder, and the consent or permission of no
3 other person, firm or corporation is necessary in order to enable Producer and/or Network to
4 enjoy full rights to use the Event for the purposes herein contemplated.”

5 54. The Event Release purported to grant “rights of every kind” “to Pilgrim
6 Operations LLC (‘Producer’) and Discovery Communications, LLC (‘Network’) and their
7 respective parents, subsidiaries and affiliates, licensees, successors and assigns,” including the
8 very rights that Plaintiff had already been granted pursuant to the Live Streaming Broadcast &
9 Marketing Agreement, including:

- 10 - “the **exclusive** right to enter upon and film the Event, including without limitation
11 the races, any signage, trademark, logos or other indicia of the Event and any logos
12 and verbiage contained on any products, signs and/or uniforms, and any business or
13 activities conducted in connection with the Event) . . . for the purpose of
14 photographing and recording certain scenes for one (1) or more episodes(s) in
15 connection with the television programs currently entitled ‘Street Outlaws’ and/or
16 ‘Street Outlaws, New Orleans’ . . . and as necessary during any extension, re-
17 shooting or preparation of publicity or promotion therefore, if and until Owner
18 notifies Producer otherwise in writing, and to exhibit and exploit such photographs,
19 recordings and films (collectively, the ‘Materials’) in any manner whatsoever, in
20 any and all media whether now known or hereafter devised, at any time in
21 perpetuity throughout the universe (including in any behind-the scenes, making of,
22 best of, clip, look backs and/or compilation material or similar type versions of the
23 Program). . . . the right to use the Materials in and in connection with the Program
24 and/or Network, and for advertising and promotional purposes including, but not
25 limited to product integration, commercial tie-ins and implied endorsements in
26 connection with the Program or any version thereof and/or any other production in
27 which the Materials are incorporated and/or Network in any manner whatsoever. All
28 rights, including copyright, in the Materials shall be and remain owned and vested
in Producer and/or Network”;
- the right to freely assign the rights granted, and the further right in their sole
discretion not to use the Materials or publicize the Event whatsoever. “Owner
acknowledges and agrees that Producer may assign this Release, in whole or in part,
at any time to any party. Producer and/or Network are *not* obligated to actually use
the Event or to produce the Program, or include the Materials in the Program or

1 otherwise. Producer and/or Network may at any time elect not to use the Event by
2 giving Owner notice of such election, in which case, neither party shall have any
3 obligation hereunder”;

- 4 - an agreement that the Owner (including Owner's employee(s) or agent(s), will not
5 “issue or otherwise disseminate any press releases or other public statements,
6 including but not limited to, speaking to the press about Owner's involvement or
7 regarding Network's or Producer's involvement in the Program without Producer's
8 and/or Network's respective prior written permission. Owner agrees *not* to use
9 Producer and/or Network's name, logo, trademark or other proprietary mark, or
10 those of any related companies, in any manner without Network's prior written
11 approval. ... Owner (including Owner's employee(s) or agents) further agrees *not to*
12 record, film or photograph Producer's production of the Program.
13
14 - a restrictive and anti-competitive agreement giving a monopoly to the Pilgrim
15 Defendants and DISCOVERY, over the event and a portion of the trade, namely
16 that Owner (including Owner's employee(s) and agents) will not “permit any third
17 party film-makers, videographers, streaming services, television or cable networks
18 or other services of any kind from filming or exhibiting the Event. In the event
19 Owner elects to engage a third party to record, film or stream the Event, Owner
20 agrees to advise Producer of all such entities or persons and the permission to record
21 the Event shall be subject to a holdback that will continue until after the Program is
22 initially exhibited on Network.”

23 55. As further, direct evidence of the Pilgrim Defendants’ and DISCOVERY’s
24 knowing and intentional conspiracy to create a monopoly in favor of themselves and to
25 tortiously induce Defendant Street Racing Dignight LLC to breach the Live Streaming
26 Broadcast & Marketing Agreement with Plaintiff, the Event Release specifically provided,
27 *inter alia*:

28
29 “Producer acknowledges that Owner (‘DigNight’) is streaming the Event live on the
30 internet and has engaged **Power Audio Media** (sic) to provide such streaming services.
31 In connection therewith, Owner warrants and represents that it will strictly enforce the
32 following restrictions with respect to any such streaming or any other audio-visual
33 depiction of the Event:

34
35 *No other media outlet or service will have access to the Event for filming or other
36 audio visual depiction of the Event and the races.*

1 *No races that include any of Producer's Program participants or the final race*
2 *regardless of racers that are involved will be exhibited in any manner by Owner,*
3 *Owner's internet streaming service (including **Power Audio Media**) or by any*
4 *third party.*

5 *No race results that include any of Producer's Program participants or the race*
6 *results of the final race will be exhibited or released by Owner, Owner's internet*
7 *streaming service or by any third party. This restriction applies also to press*
8 *releases, social media posts or other public postings or other disclosures.*

9 *In connection with these restrictions provided herein, Producer shall provide Owner*
10 *a list of Producer's Program participants who are currently planning to attend and*
11 *participate in the Event and Owner and its designated streaming service or other*
12 *audio visual provider to insure that these restrictions are enforced."*

13 56. The Event Release contained further restrictions prohibiting the "Owner" and
14 its employees and agents from issuing, participating in, or authorizing any news stories,
15 magazine articles "or other publicity or information of any kind..." or, from disclosing to
16 anyone, any "confidential information obtained or learned ... including without limitation, the
17 premise and concept of the Program, the names of individuals associated with the Program, the
18 nature of certain events, **the results of any races**, any information or trade secrets obtained or
19 learned as a result of the Event ..., Owner's participation as well as activities occurring on and
20 around the Event, and the outcome of the Program ... without Producer's and Network's prior
21 written consent in each case. ... Owner's confidentiality obligations and publicity restrictions
22 hereunder shall apply to any and all media whatsoever, including, without limitation, any
23 social networking sites: live-streaming; micro-blogging service; user-generated or user-
24 uploaded content website; online forum discussion thread or comment section; personal
25 website or blog; user modified website ("wiki"); or any other website, service, platform,
26 program, application or other form or method of communication, whether now known or
27 hereinafter devised. For example and for the sake of clarity, Owner understand and
28 acknowledge that Owner may not make disclosures prohibited hereunder via Facebook,
Twitter, Instagram You Tube or any other similar website, service or social media sight, (sic)
whether existing now or in the future."

1 57. At no time did Plaintiff ever agree or consent to any of the terms of the Event
2 Release attached hereto as Exhibit C.

3 58. On information and belief, the Event Release and other agreement(s),
4 trusts, conspiracy, coercion, inducements and other unfair and illegal acts described above
5 were committed by Defendants and each of them, in an attempt to monopolize, and did
6 monopolize a significant part of the trade and Interstate commerce. Such agreements,
7 conspiracy and resulting acts were made in restraint of trade and on the express condition that
8 Defendants Street Racing Dignight, LLC, THOMPSON, DOES 1-10 and other race
9 participants deal exclusively with the Pilgrim Defendants and DISCOVERY, refrain from
10 business with the Plaintiff and to otherwise prevent the Plaintiff and others from advertising,
11 broadcasting or publicizing any results of the DigNight at NRG event. The effect of such
12 agreement and conspiracy of the Defendants and others was to conditionally boycott the
13 DigNight at NRG event, to prevent Plaintiff from broadcasting the racing events, to prevent
14 the public from seeing the live and complete action, and to prohibit advertisers, sponsors and
15 brands not affiliated with the Pilgrim Defendants and DISCOVERY from displaying or
16 disseminating any media coverage, press or publication of any aspect of the DigNight at NRG
17 event, and the racers associated with this unique and quickly growing “no-prep” simulated
18 street drag racing motorsport.

19 59. Each of the illegal acts and the resulting conspiracy of the Defendants has
20 substantially lessened, restrained and compromised the past and future competition of
21 Plaintiff, and others, in the market of live, streaming, televised and on-demand broadcast and
22 display of the DigNight at NRG event and other such related “no-prep” drag races and
23 simulated street drag racing events; and destroyed and diminished the competition of Plaintiff
24 and others with respect to such markets as the advertising, display, distribution of news,
25 editorial and advertorial content and merchandising rights as related to such live, televised and
26 on-demand broadcast rights, of and relating to the DigNight at NRG event and other such
27 simulated street drag racing events.

28 60. Plaintiff further alleges the occurrence of continuous tortious conduct by the

1 Pilgrim Defendants and DISCOVERY from the date of the first instances of such tortious
2 conduct of defendants, through the date of filing of this Complaint.

3 61. On information and belief, the Pilgrim Defendants and DISCOVERY have
4 contacted other third party event promoters and pressured them to breach or reconsider their
5 own live streaming and on demand broadcast agreements entered into between such parties
6 and Plaintiff. On information and belief, the Pilgrim Defendants and DISCOVERY have
7 suggested or implied to DOES 9-10 and other third parties that they either agree to substitute
8 the Plaintiff's services in favor of their own, or face risks to their economic interests, including
9 that race participants, crews and vendors will boycott their events and that their own event
10 publicity and reputations will be effectively diminished or destroyed.

11 62. Plaintiff is further informed and believes and thereon alleges that Defendants
12 have decided to use their conspiratorial conduct as well as their economic power and might to
13 oppress Plaintiff and subject Plaintiff to cruel and unjust hardships in conscious disregard of
14 Plaintiff's rights. Defendants knew and know that litigation is an expensive process and knew
15 and/or expected that Plaintiff would not have the wherewithal, ability, and/or strength to bring
16 and maintain this action. Defendants wantonly organized and joined an unjustified conspiracy
17 to restrain trade and misrepresented the true facts regarding their relationships with race
18 participants and crews in the hope and/or expectation that Plaintiff would be unable and/or
19 unwilling to file suit.

20 63. The actions of Defendants have unjustly enriched and will unjustly enrich the
21 Defendants at the Plaintiff's expense. In taking these positions and engaging in these actions,
22 Defendants acted intentionally, maliciously, illegally, oppressively, despicably and
23 fraudulently towards Plaintiff. Plaintiff is informed and believes that the Pilgrim Defendants
24 and DISCOVERY are in possession of footage from the Dignight event that should properly
25 belong to and be held in constructive trust for the benefit of Plaintiff.

26 64. Plaintiff alleges that as a direct and proximate result of the intentional,
27 malicious, illegal, oppressive, wrongful, despicable and fraudulent acts of defendants, as
28 alleged and as set forth in this Complaint, plaintiff has suffered significant business, financial

1 and reputational harm, and continues to incur significant financial and emotional harm,
2 including, but not limited to, the loss of contract benefits, loss of advertising revenues, loss of
3 market share, interest, emotional distress, loss of time, attorney's fees and costs, and other
4 actual, consequential, special, general and compensatory damages, all in an amount which is
5 not yet fully capable of being determined, but is in an amount which is subject to proof.

6 65. Defendants' actions, and each of them as alleged and as set forth in this
7 Complaint were engaged in with malice, fraud and/or oppression, and in reckless disregard of
8 Plaintiff's rights. Such acts of defendants constitute malice and/or oppression within the
9 meaning of California Civil Code § 3294. Defendants' conduct justifies an award of punitive
10 damages, in a sum to be determined.

11 **FIRST CAUSE OF ACTION**
12 **VIOLATION OF SHERMAN ACT, 15 U.S.C. § 1**
13 **[Against All Defendants]**

14 64. Plaintiff hereby incorporates by reference each and every allegation contained in
15 the paragraphs above as if fully stated herein.

16 65. 15 U.S.C. Section 1 provides, in part, that every contract, combination in the
17 form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several
18 States, or with foreign nations, is declared to be illegal.

19 66. The Pilgrim Defendants and DISCOVERY, by and through their officers,
20 directors, employees, agents, or other representatives and their co-conspirators have entered
21 into unfair exclusive dealing agreements, particularly including the Event Release, and other
22 unlawful agreements, combinations in the form of trust, and conspiracies in a naked,
23 unreasonable and improper restraint of trade of Plaintiff and others in the market of live media
24 coverage and on-demand broadcast of simulated street drag racing motorsports and the
25 reporting on, advertisement and merchandising rights associated therewith in violation of 15
26 U.S.C. § 1.

27 67. For the purpose of forming and effectuating the alleged agreement(s),
28 understanding and/or conspiracy, the Pilgrim Defendants and DISCOVERY, by and through

1 their officers, directors, employees, agents, or other representatives, the DOE Defendants and
2 their co-conspirators did those things they combined and conspired to do, including but not
3 limited to the acts, practices and course of conduct set forth above. More specifically, upon
4 information and belief, the Pilgrim Defendants and DISCOVERY, through their
5 representative(s) committed the following, among other acts:

6 (a) intentionally and tortiously interfered with Plaintiff's contractual rights to
7 broadcast the DigNight at NRG event;

8 (b) agreed with, caused, induced and/or coerced Defendants Street Racing Dignight,
9 LLC and THOMPSON to have entered into a contract, namely the Event Release Agreement
10 attached hereto and incorporated as Exhibit C; and

11 (c) agreed, combined and conspired with others, including DOES 1-10 and other
12 race participants who had appeared at and committed to participate in the DigNight at NRG
13 event, to threaten and organize a boycott of the respective interstate business interests, trade
14 and commerce of Plaintiff, Defendant Street Racing Dignight LLC, and others; and

15 (d) represented to Plaintiff and others that they had enforceable "non-compete"
16 agreements entered into with third parties, including, "the Street Outlaws stars" and others, by
17 which they were authorized to "*wreck (the) DigNight (at NRG event) by pulling all of our*
18 *Street Outlaws racers out*" only moments before the second day's scheduled drag racing
19 events were about to commence.

20 **A. The Event Release Agreement is an illegal restraint on trade.**

21 68. The Event Release Agreement is an exclusive dealing arrangement that unfairly
22 restrains and will continue to restrain the trade of Plaintiff and others. The Event Release
23 Agreement is *per se* unlawful under Section 1 of the Sherman Act, 15 U.S.C. §1. No elaborate
24 industry analysis is required to demonstrate the anticompetitive character of the Event Release
25 Agreement. Indeed on its face, the Event Release Agreement reflects and demonstrates the
26 parties' intent to disrupt, intentionally interfere with and restrain the lawful trade and business
27 of Plaintiff and others.

1 69. By entering into the Event Release Agreement and conspiring to “pull the plug”
2 on Plaintiff’s second-day of broadcast coverage of the DigNight at NRG event and agreeing to
3 have Plaintiff “kicked off the premises” only moments before the finals of the DigNight at
4 NRG event were to begin, Defendants illegally restrained, substantially affected and unfairly
5 suppressed the interstate trade, commerce and competition of the Plaintiff and others.

6 70. Because Plaintiff was unfairly excluded and prevented from filming and
7 broadcasting the DigNight at NRG event, there has been and will be a substantial effect on
8 interstate commerce. For example, the Event Release Agreement prohibited the Plaintiff,
9 Street Racing Dignight, LLC and others from not only broadcasting the race events, but also
10 from reporting the results thereof and thusly censored the press and media rights of Plaintiff
11 and others; minimized and destroyed the free flow of information of and relating to the
12 DigNight at NRG event; and gave the Pilgrim Defendants and DISCOVERY a monopoly over
13 not only all broadcast rights and content related to the DigNight at NRG event, but also the
14 ability to reliably invest in the live broadcast reporting, live streaming coverage and creation
15 of on-demand and advertorial content and down-stream articles and features as particularly
16 related to this immensely popular and unique motorsport, namely “no-prep” street drag races
17 and simulated street drag race events. In addition, the Event Release Agreement suppressed
18 and affected the interstate trade of Plaintiff, causing it to suffer lost sponsorships, advertising
19 and subscriber revenue and will cause it to lose the opportunities for on-demand rebroadcast,
20 editorial and advertising revenue associated therewith, as well as the additional exclusive live
21 streaming broadcast and on demand and merchandising opportunities afforded to Plaintiff
22 under the Live Streaming Broadcast & Marketing Agreement. The Event Release Agreement
23 further prevented Plaintiff realizing its reasonable expectation of offering and selling
24 merchandise and apparel at the various future DigNight events identified in Plaintiff’s Live
25 Stream Broadcast & Marketing Agreement and via links and advertisements displayed and
26 distributed during the live streaming and on-demand broadcast of the events, including the
27 DigNight at NRG event. The Event Release Agreement further harmed the interstate trade of
28 Plaintiff’s sponsor’s and third party advertisers and hindered if not frustrated Plaintiff’s

1 relationship with the subscribers to Plaintiff’s publications, websites and fledgling streaming
2 services, as well as Plaintiff’s crew and other content providers and affiliates.

3 71. The Event Release Agreement has harmed and threatens to further harm the
4 public interest, including Plaintiff’s subscribers, its third party advertisers and other
5 prospective customers and enthusiasts of drag racing, worldwide, who are, or would otherwise
6 be unable to attend, advertise, sponsor or otherwise be associated with the DigNight at NRG
7 events and other such events covered by Plaintiff. Moreover, the Event Release Agreement on
8 its face plainly harms the public’s right to see the uncut and unedited footage of the race, fairly
9 covering all of the races, participants and racers at the events, rather than some “fairy-tail”
10 “reality-style” television program focusing on only a handful of the races and/or race
11 participants, to potentially be broadcast months later, if at all, exclusively on the Discovery
12 Network, while sponsored by and featuring their own approved third party advertisements,
13 product displays, commercials, re-edits and shown subject to their own costs, limitations and
14 restrictions. Undoubtedly, consumers in California, throughout the United States, and
15 worldwide were and will forever be unable able to see DigNight at NRG event, live, or on
16 demand and will never be able to view the uncut race footage or observe the motorsport and
17 event in its true sense, and subject to its true timeline rather than in the manner, painted and
18 edited to favor “Pilgrim’s guys” featured on the “Street Outlaws” series.

19 **B. Defendants’ Agreement to Interfere with Plaintiff’s Business and to**
20 **Organize a Conditional Boycott of the DigNight at NRG event and**
21 **other such events constitutes an illegal restraint on trade.**

22 72. As is particularly alleged in greater detail above, Plaintiff is informed and
23 believes that representatives of the Pilgrim Defendants and DISCOVERY agreed with, caused,
24 induced, coerced and/or conspired with Defendants DOES 1-10 and other race participants
25 who had respectively committed to participate in the DigNight at NRG event, to organize a
26 boycott of the respective interstate business interests, trade and commerce of Plaintiff,
27 Defendant Street Racing Dignight LLC, and others. Such agreement and conspiracy was
28 conveyed to Plaintiff, Defendant Street Racing Dignight LLC, and others on or around June 24

1 and 25, 2016 when Seth Compton and other authorized representatives of the Pilgrim
2 Defendants and DISCOVERY refused to deal with Plaintiff and threatened Plaintiff,
3 Defendant Street Racing Dignight, LLC, THOMPSON and others, that they had agreed,
4 conspired and organized a conditional boycott of the DigNight at NRG event, with and by
5 DOES 1- 10 and other race participants at the DigNight at NRG event. The Pilgrim
6 Defendants and DISCOVERY specifically claimed that a substantial number of committed
7 race participants would refuse to participate or appear in any of the final day's races unless
8 Plaintiff and its exclusive live and on demand broadcast, sponsorship, advertising, media and
9 event access rights were immediately revoked, terminated and rescinded. Upon information
10 and belief, the threats and conspiracy to engage in and conduct such a boycott of Plaintiff, to
11 restrain the trade and interstate commerce of the Plaintiff, its advertisers, subscribers and other
12 prospective customers has substantially affected interstate trade and commerce.

13 73. The alleged agreement and resulting conspiracy to conditionally boycott the
14 DigNight at NRG event and other such events as were to be broadcast by Plaintiff, featuring
15 Plaintiff's advertisers and broadcast to Plaintiff's subscribers and viewers, is, and continues to
16 be an unreasonable restraint of trade that is unlawful under Section 1 of the Sherman Act, 15
17 U.S.C. §1 under an abbreviated or "quick look" rule of reason analysis. The principal tendency
18 of the agreement between the Pilgrim Defendants and their co-conspirators was to restrain
19 competition, the nature of the restraint is obvious and the agreement has no legitimate pro-
20 competition justification. It is clear that the agreement and resulting conspiracy to boycott the
21 Plaintiff and to conditionally boycott the DigNight at NRG event and other such events, has
22 had, and will have an anti-competitive effect. Moreover, such a concerted refusal to deal or
23 group boycott, doing so in the manner alleged within this Complaint constitutes a per se
24 violation of Section 1 of the Sherman Act.

25 74. On information and belief, the agreement, combination and conspiracy to
26 disrupt, interfere with and restrain Plaintiff's valid trade and commerce and to conditionally
27 boycott the DigNight at NRG event and other such events, has been organized, attempted and
28 achieved by the Pilgrim Defendants and DISCOVERY by offering DOES 1-10 and others

1 certain inducements, including, promises of publicity, sponsorships and additional
2 compensation and benefits to the drag race car drivers, crews and other participants who had
3 committed to appear at the DigNight at NRG event and other such events who were
4 reasonably expected and anticipated to be involved in the Country's hottest on most
5 competitive "no-prep" simulated street drag races. Alternatively, the representatives of the
6 Pilgrim Defendants and DISCOVERY threatened DOES 1-10 and others that if they
7 participated in the DigNight at NRG without the express consent of the Pilgrim Defendants
8 and DISCOVERY that such racers and crew themselves would be either in breach or default
9 of their own "non-compete" agreements, or otherwise risk losing valuable work, business and
10 promotional opportunities. Such acts, inducements, coercion, conspiracy and agreements
11 and/or threats to take such acts were therefore in restraint of the trade and commerce of DOES
12 1-10 and others and had the further anticompetitive effect limiting such racers, their crews, and
13 others' respective rights to work, attend, participate in and report on the DigNight at NRG
14 event and other such simulated street drag racing events.

15 75. Many of the Plaintiff's crew, its advertisers, subscribers and viewers/readers
16 reside in California. Upon information and belief, the asserted "non-compete" agreements
17 entered into between Pilgrim Defendants and DISCOVERY on the one hand, and the drag
18 racers and crews who had agreed to attend and participate at the DigNight at NRG event, on
19 the other, illegally restrained the lawful business of others. California has a strong public
20 policy prohibiting firms from restricting employee mobility and from enforcing "non-
21 compete" agreements. California law provides that "every contract by which anyone is
22 restrained from engaging in a lawful profession, trade or business of any kind is to that extent
23 void." Cal. Bus. & Profs. Code § 16600. As has been observed, "California public policy
24 favors employee mobility and freedom. *Bayer Corp. v. Roche Molecular Sys.*, 72 F.Supp.2d
25 1111 (N.D. Cal. 1999). Thus any purported "non-compete" agreements asserted by the
26 Pilgrim Defendants and DISCOVERY as allegedly authorizing or justifying their illegal and
27 restrictive agreements or conspiracy are therefore void and in violation of important public
28 policy concerns.

1 76. The aforementioned misconduct, illegal agreements, combination and
2 conspiracies on the part of Defendants, and each of them, has no legitimate pro-competition
3 justification. Such acts, conduct and illegal agreements and conspiracy on the [part of
4 Defendants and each of them has directly and proximately harmed Plaintiff causing it to suffer
5 injuries, including without limitation, compensatory damages including lost broadcast rights,
6 sponsorships, advertising revenues, subscriber agreements and interest, and irreparable harm
7 to its long term business, its goodwill, trustworthiness and reputation for Plaintiff's live
8 streaming and on demand broadcast services, its sponsorship and advertising business and its
9 related magazines and merchandising efforts particularly dedicated to the "no-prep" street drag
10 racing phenomenon.

11 77. In addition, on information and belief, the acts and misconduct on the part of
12 Defendants and each of them has not only caused direct and proximate harm to Plaintiff in an
13 amount according to proof, but has also damaged Plaintiff's advertisers and sponsors, as well
14 as the fans, followers, enthusiasts of the sport and the public interest in general. Accordingly,
15 Plaintiff seeks treble and punitive damages herein.

16 78. The above misconduct, illegal agreements, combination and conspiracies on the
17 part of Defendants and each of them has further unjustly enriched the Pilgrim Defendants and
18 DISCOVERY. For example, by usurping Plaintiff's right to film and broadcast the DigNight
19 at NRG event, the Pilgrim Defendants and DISCOVERY intended to and did benefit from
20 Plaintiff's expense, including its advance planning, permitting, logistic and technical efforts,
21 and from usurping Plaintiff's exclusive rights to event access and broadcast rights.

22 79. Plaintiff is entitled to recover its costs and reasonable attorneys' fees incurred
23 herein. Plaintiff is further entitled to an injunction barring Defendants from further interruption
24 of Plaintiff's business interests and preventing and restraining Defendants' from engaging in
25 the violations alleged herein as well as similar conduct in the future. In addition, Plaintiff to
26 prevent the Pilgrim Defendants and DISCOVERY from further unjustly benefitting from their
27 illegal conduct, the Pilgrim Defendants and DISCOVERY should be enjoined from any
28 broadcast, display or use of any of any film footage collected at the DigNight at NRG and/or

1 “Lonestar Resurrection” events.

2 **SECOND CAUSE OF ACTION**
3 **VIOLATION OF CAL. BUS. & PROFS. CODE § 16600 *et. seq.*,**
4 **[Against All Defendants]**

5 80. Plaintiff hereby incorporates by reference each and every allegation contained in
6 the paragraphs above as if fully stated herein. As a second, separate and distinct cause of
7 action, plaintiff complains against Defendants, and each of them, for violations of Section 2 of
8 the Sherman Act (15 U.S.C. § 2).

9 81. Except as expressly provided for, under California Business and Professions
10 Code Section 16600, *et. seq.*, “every contract by which anyone is restrained from engaging in
11 a lawful profession, trade, or business, of any kind is to that extent void.”

12 82. Defendants entered into, implemented and enforced agreements, including the
13 Event Release Agreement (Exhibit C), that are per se unlawful and void under Section 16600.

14 83. Defendants, by and through their officers, directors, employees, agents and other
15 representatives have entered into unlawful agreements, trusts, combinations and conspiracies,
16 to create and carry out restrictions in trade and commerce in violation of California Business
17 and Professions Code section 16600. Such agreements, contracts, trusts and conspiracies,
18 were not only formed for the purpose of and had the effect of (i) restraining Plaintiff and
19 others from engaging in a lawful profession, trade and business; but also unfairly and illegally
20 (ii) limited public accessibility to the DigNight at NRG event and other “no-prep” street drag
21 racing and simulated street drag racing events; and (iii) severely, if not wholly diminished
22 any competing media coverage, display, advertising, product placement, and merchandising of
23 certain motorsport entertainment events, footage and content relating to or consisting of a
24 unique style of legal drag racing; and further prevented fair competition in the production,
25 broadcast and distribution of news, audio-visual materials, and editorial and entertainment
26 content relating to the DigNight at NRG event and other “no-prep” street drag racing and
27 simulated street drag racing events as well as the offering and sale of competitive merchandise
28 and apparel relating thereto.

1 89. Plaintiff has fulfilled all of its duties and obligations, complied with and
2 performed all of the conditions and agreements on its part of the Live Streaming Broadcast &
3 Marketing Agreement, except to the extent that Plaintiff's complete performance was
4 prevented, frustrated or excused by Defendants Street Racing Dignight, LLC and
5 THOMPSON as described above.

6 90. Without justification, Defendant Street Racing Dignight, LLC breached the Live
7 Streaming Broadcast & Marketing Agreement with Plaintiff, failed and refused to perform
8 with respect to the material terms and obligations on its own part, and as is described above,
9 refused and denied Plaintiff the benefit of the bargain reached therein. In particular, *inter alia*,
10 Defendants Street Racing Dignight, LLC and THOMPSON willfully breached the agreement
11 by refusing to permit Plaintiff to film, record and broadcast the DigNight at NRG event (and
12 the subsequent race events identified in the agreement) and by denying, frustrating and
13 preventing Plaintiff from exercising its exclusive right to broadcast the event(s) via live
14 streaming, online viewing and on-demand video, and from otherwise covering the event within
15 its various publications. Defendants Street Racing Dignight, LLC and THOMPSON further:
16 denied Plaintiff access and use of the particular facilities, equipment and resources as
17 guaranteed by the agreement; failed to secure and extend to Plaintiff, the worldwide photo,
18 video and media rights from participants, crew, competitors, vendors, sponsors and attendees
19 of the events; and failed to work with, assist and promote Plaintiff and its website
20 speedvideo.com as the official provider of the "Live Broadcast" of the events. Defendants
21 Street Racing Dignight, LLC and THOMPSON further prevented Plaintiff from providing live
22 stream sponsorships, from creating, displaying and selling advertising and promotional
23 materials as well as any merchandise or apparel associated with the live stream and on-demand
24 broadcast of the events.

25 91. Defendants Street Racing Dignight LLC and THOMPSON had a duty not to
26 breach the Live Streaming Broadcast & Marketing Agreement with Plaintiff, but willfully
27 breached said agreement without any justification.

28

1 92. As the further result of the actions of Defendant Street Racing Dignight LLC,
2 Plaintiff's business and reputation has been severely damaged and jeopardized due to
3 Defendants' conspiracy to prevent Plaintiff from performing its advertising agreements with
4 third parties, and has been unable to film, view, broadcast, obtain or provide the DigNight at
5 NRG (or "Lonestar Resurrection") content and materials, as well as the anticipated news,
6 editorial and advertorial services to its third party advertisers and the subscribers to its
7 magazines, websites and social media services

8 93. On or about July 21, 2016, Plaintiff, through counsel reasonably requested in
9 writing that Defendant Street Racing Dignight, LLC and THOMPSON provide Plaintiff with
10 adequate assurances that they would not further breach the Live Streaming Broadcast &
11 Marketing Agreement and that they would not interfere with, disrupt or prevent Plaintiff from
12 filming and broadcasting each of the subsequent events identified in the Live Streaming
13 Broadcast & Marketing Agreement, including the "Lonestar Resurrection" event, however,
14 such Defendants have failed to provide any such assurances or to otherwise provide any
15 meaningful response or correspondence to Plaintiff whatsoever.

16 94. As a direct and proximate consequence of Defendant Street Racing Dignight
17 LLC's breach of the Live Streaming Broadcast & Marketing Agreement with Plaintiff,
18 Plaintiff has suffered and will continue to suffer compensatory damages, restoration costs and
19 lost profits, including, but not limited to, its costs of planning for and providing its equipment,
20 crew and resources for performance of the agreement, its costs of creating and providing
21 advertising material for and in favor of Defendant Street Racing Dignight, LLC, lost revenues,
22 lost profits, lost subscribers, and lost opportunities in an amount to be proven at trial, but
23 which is presently believed to exceed the sum of \$180,000.

24 95. Defendant Street Racing Dignight LLC's conduct has also caused irreparable
25 injury to Plaintiff's reputation and goodwill, an injury which continues to be ongoing. Plaintiff
26 lacks any remedy at law, and an award of monetary damages alone cannot fully compensate
27 Plaintiff for its injuries. Accordingly, Plaintiff is entitled to a preliminary and/or permanent
28

1 injunction restraining such Defendant from further engaging in the unlawful conduct described
2 herein.

3 **FOURTH CAUSE OF ACTION**
4 **INTENTIONAL INTERFERENCE WITH CONTRACT**
5 **[Against THOMPSON, THE PILGRIM DEFENDANTS, DISCOVERY and DOES 1-10]**

6 96. Plaintiff hereby incorporates by reference each and every allegation contained in
7 the paragraphs above as if fully stated herein. As a fourth, separate and distinct cause of
8 action, plaintiff complains against THOMPSON, The Pilgrim Defendants, DISCOVERY and
9 DOES 1-10, inclusive, and each of them for intentional and tortious interference of contract.

10 97. As alleged in greater detail above, at some point on or prior to June 24, 2016,
11 THOMPSON, the Pilgrim Defendants, DISCOVERY and DOES 1-10, each became aware of
12 the existence of the Live Streaming Broadcast & Marketing Agreement as had been duly
13 entered into by Plaintiff and Defendant Street Racing Dignight, LLC. Plaintiff is informed and
14 believes that THOMPSON, the Pilgrim Defendants, DISCOVERY and others were aware of
15 the specific terms contained in the Live Streaming Broadcast & Marketing Agreement
16 attached hereto as Exhibit A and had access to a copy of such agreement.

17 98. On or prior to June 24, 2016, THOMPSON, the Pilgrim Defendants,
18 DISCOVERY and DOES 1-10 were further aware that Plaintiff and its film crew were at the
19 DigNight at NRG event to film and broadcast the event, that Plaintiff had already filmed and
20 broadcast the first day's races and was fully prepared to complete the filming and broadcast of
21 the final day's events via live streaming and on demand in accordance with the terms of the
22 Live Streaming Broadcast & Marketing Agreement dated April 11, 2016.

23 99. As alleged above, at some time in June 2016, without justification, the Pilgrim
24 Defendants, DISCOVERY and THOMPSON entered into within their own subsequent "Event
25 Release And Agreement" attached hereto as Exhibit C. Within such Event Release, the
26 Pilgrim Defendants, DISCOVERY and THOMPSON specifically acknowledged the existence
27 of the prior contract between Plaintiff and Defendant Street Racing Dignight, LLC and *inter*
28 *alia* that "*Owner ('DigNight') is streaming the Event live on the internet and has engaged*
Power Audio Media (sic) to provide such streaming services."

1 100. Despite Defendants' awareness of both Street Racing Dignight LLC's
2 obligations under, and Plaintiff's exclusive rights afforded by the Live Streaming Broadcast &
3 Marketing Agreement, the Pilgrim Defendants, DISCOVERY, THOMPSON and others,
4 engaged in intentional acts to disrupt, interfere with, and induce Defendant Street Racing
5 DigNight LLC to breach and terminate the Live Streaming Broadcast & Marketing Agreement
6 with Plaintiff.

7 101. Due solely to the unjustified acts, inducements, coercion, fraud and conspiracy
8 on the part of THOMPSON, the Pilgrim Defendants, DISCOVERY and others, Defendants
9 and each of them, directly disrupted and interfered with the Live Streaming Broadcast &
10 Marketing Agreement and induced and caused Defendant Street Racing Dignight LLC to
11 breach such contract.

12 102. As the result of the unjustified, illegal and fraudulent acts, interference and
13 disruption on the part of Defendants, Plaintiff has suffered and will continue to suffer injuries
14 including, but not limited to compensatory damages, restoration of its costs of planning for and
15 providing its equipment, crew and resources for performance of the agreement, its costs of
16 creating and providing advertising material for and in favor of Defendant Street Racing
17 Dignight, LLC, lost revenues, lost profits, lost subscribers, and lost opportunities in an amount
18 to be proven at trial, but which is presently believed to well exceed the sum of \$180,000.

19 103. The conduct of Defendants and each of them has further caused irreparable
20 injury to Plaintiff's reputation and goodwill, an injury which continues to be ongoing. Plaintiff
21 lacks any remedy at law, and an award of monetary damages alone cannot fully compensate
22 Plaintiff for its injuries. Accordingly, Plaintiff is entitled to equitable relief including a
23 preliminary and/or permanent injunction barring Defendants from further profiting from their
24 illegal acts, tortious interference and other misconduct.

25 104. The conduct of Defendants has further unjustly enriched Defendants at
26 Plaintiff's expense. Plaintiff is therefore entitled to an award of any costs savings to
27 Defendants as the result of Plaintiff's efforts as well as an injunction prohibiting the
28 Defendants from being further unjustly enriched at Plaintiff's expense, including an injunction

1 barring Defendants from broadcasting any footage or content created or developed at the
2 DigNight at NRG event and from offering or selling any merchandise or apparel during or as a
3 part of any broadcast or on-demand viewing of such footage including via television, closed-
4 circuit, cable or satellite, pay-per-view, Internet streaming or on demand broadcast, portals,
5 commercials, hyper-links or otherwise.

6 105. Upon information and belief, the acts, inducements, coercion and conspiracy
7 underlying and forming a part of the Defendants' wrongful interference and disruption of the
8 Plaintiff's contract were engaged in with deliberately, wantonly, fraudulently, and/or with
9 malice and oppression and further constituted a violation of constitutional, statutory,
10 municipal, and/or regulatory law, the common law and established legal standards.
11 Accordingly, Plaintiff is further entitled to an award of punitive damages against Defendants
12 in an amount to be proven at trial.

13 **FIFTH CAUSE OF ACTION**
14 **UNFAIR COMPETITION, CAL. BUS. & PROFS. CODE §§ 17200**
15 ***ET. SEQ. AGAINST ALL DEFENDANTS***

16 106. Plaintiff incorporates by reference each and every allegation set forth above, as
17 though each were set forth fully herein. As a fifth, separate and distinct cause of action,
18 plaintiff complains against Defendants and each of them for unfair competition.

19 107. As alleged above, from some time in June 2016 and continuing to the present,
20 Defendants and each of them have engaged in and committed acts of unfair competition as
21 defined by Sections 17200 *et. seq.* of the California Business and Professions Code.

22 108. The acts, omissions, misrepresentations, practices, agreements and conspiracies
23 of the Defendants and each of them, as are alleged herein, constituted unfair competition by
24 means of unfair, unlawful and/or fraudulent business acts or practices within the meaning of
25 Sections 17200 *et. seq.* including:

26 - Defendants' unfair, unethical, oppressive, fraudulent and/or unlawful acts, including
27 their threats, inducements, coercion, representations, conduct and other acts and deeds that are
28 contrary to public policy and substantially injurious to consumers as are described above;

1 - Defendants' violations of the Sherman Act;
2 - Defendants' knowing, intentional and tortious interference with Plaintiff's rights
3 afforded by the Live Streaming Broadcast & Marketing Agreement;
4 - Defendants' violations of the Section 16600 of the California Business and
5 Professions Code; and
6 - Defendants' conspiracy to unfairly limit public broadcast and media coverage of the
7 drag racing events mentioned herein in order to unfairly and unjustly enrich the interests of the
8 Pilgrim Defendants, DISCOVERY and others to the detriment of Plaintiff, its advertisers and
9 sponsors, and the general public;
10 thus constituting unlawful acts within the meaning of Section 17200 of the California
11 Business and Professions Code.

12 109. Plaintiff is entitled to an injunction restraining Defendants from further engaging
13 in such acts of unfair competition and preventing Defendants from broadcasting or utilizing
14 any footage obtained at the DigNight at NRG event and Lonestar Resurrection events. Plaintiff
15 is further entitled to restoration of any and all monies that Defendants obtained or will obtain
16 as the result of the acts of unfair competition herein alleged, including a disgorgement of any
17 and all profits obtained thereby. These remedies are cumulative of one another and of other
18 remedies under California law. (Cal. Bus. & Profs. Code §17205; *People v. Dollar Rent-A-*
19 *Car*, 211 Cal. App. 3d 119, 259 Cal. Rptr. 191 (1989)).

20 **SIXTH CAUSE OF ACTION**

21 **UNJUST ENRICHMENT - AGAINST DEFENDANTS STREET RACING**
22 **DIGNIGHT, LLC, THOMPSON, THE PILGRIM DEFENDANTS AND DISCOVERY**

23 110. Plaintiff incorporates by reference each and every allegation set forth in
24 paragraphs 1 through 109 inclusive, of this Complaint, as though each were set forth fully
25 herein. As a sixth, separate and distinct cause of action, plaintiff complains against
26 Defendants Street Racing Dignight, LLC, the Pilgrim Defendants and DISCOVERY and each
27 of them for unjust enrichment.
28

1 111. As alleged in greater detail above, solely as the result of the Plaintiff's
2 investment, advertising, coordination, planning, technical know-how and logistical assistance,
3 Defendants Street Racing Dignight, LLC, the Pilgrim Defendants and DISCOVERY were
4 unjustly enriched at the expense of, and to the detriment of Plaintiff. Further, as the result of
5 illegal interference, fraud, coercion and a conspiracy on the part of Defendants, each of these
6 Defendants unfairly and unjustly received a benefit and unjustly retained such benefit at
7 Plaintiff's expense.

8 112. Plaintiff is therefore entitled to restitution of any and all benefits unjustly
9 conferred on Defendants as the result of their unlawful acts, as well as a constructive trust
10 and/or equitable lien in any film footage of the DigNight at NRG and Lonestar Resurrection
11 events, collected or obtained by the Pilgrim Defendants and DISCOVERY.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 14 (a) the Court adjudge and decree that the Event Release Agreement between Pilgrim
15 Operations, LLC, DISCOVERY and Street Racing DigNight constitutes an illegal
16 restraint of interstate trade and commerce in violation of Section I of the Sherman Act;
- 17 (b) the Court adjudge and decree that Defendants' agreement and conspiracy to interfere
18 with Plaintiff's business and to organize a conditional boycott of the DigNight at NRG
19 event and other such drag racing events constitutes an illegal restraint of interstate trade
20 and commerce in violation of Section I of the Sherman Act;
- 21 (c) the Court adjudge and decree that the Defendants' acts, conduct, representations,
22 contract, conspiracy, or combination of violates the Sections 16600 and 17200, *et seq.*
23 of the Cal. Business & Professions Code;
- 24 (d) that Defendants be permanently enjoined and restrained from establishing any similar
25 agreement unreasonably restricting competition or adhering to existing agreements that
26 unreasonably restrict competition except as prescribed by the Court;
- 27 (e) that Defendants be permanently enjoined and restrained from displaying exhibiting or
28 using any digital or film footage of the DigNight at NRG and Lonestar Resurrection
events, collected or obtained by the Pilgrim Defendants and/or DISCOVERY;

- 1 (f) that Plaintiff be granted an equitable lien in, and awarded any and all footage of the
- 2 DigNight at NRG and Lonestar Resurrection events, collected or obtained by the
- 3 Pilgrim Defendants and/or DISCOVERY;
- 4 (g) that Plaintiff be awarded general and compensatory damages according to proof, but in
- 5 no event less than \$180,000.00;
- 6 (h) that Plaintiff's general and compensatory damages be trebled;
- 7 (i) that Plaintiff be awarded incidental damages and reasonably foreseeable consequential
- 8 damages according to proof;
- 9 (j) that Plaintiff be awarded statutory damages;
- 10 (k) that Defendants be ordered to pay to Plaintiff punitive damages in an amount
- 11 appropriate and necessary to punish Defendants and/or their managing agent or agents
- 12 for their intentional, illegal, wrongful, intentional and malicious conduct to Plaintiff and
- 13 to set an example for others;
- 14 (l) that Plaintiff be awarded such other relief as the Court may deem just and proper to
- 15 redress and prevent recurrence of the alleged violation and to dissipate the
- 16 anticompetitive effects of the illegal agreement and conspiracy entered into by
- 17 Defendants;
- 18 (m) that Plaintiff be awarded the costs of this action and reasonable attorneys' fees incurred
- 19 herein; and
- 20 (n) for prejudgment interest.

21 DATED: November 10, 2016

ANDERSON & ASSOCIATES

22 BY: 

STEPHEN L. ANDERSON
ATTORNEY FOR PLAINTIFF

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff respectfully demands a trial by jury in this action.

25 BY: 

STEPHEN L. ANDERSON
ATTORNEY FOR PLAINTIFF