

NO.  
*Electronically Filed*

JEFFERSON CIRCUIT COURT

DIVISION \_\_\_\_\_

STRATEGIC WEALTH DESIGNERS, LLC  
500 N. Hurstbourne Parkway  
Suite 120  
Louisville, KY 40222

PLAINTIFF

v.

**VERIFIED COMPLAINT**

SINCLAIR MEDIA III, INC.  
7 St. Paul Street, Suite 1660  
Baltimore, MD 21202

DEFENDANTS

SERVE: KENTUCKY SECRETARY OF STATE

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Strategic Wealth Designers, LLC (“Strategic Wealth”) for its Complaint against Sinclair Media III, Inc. (“Sinclair Media III”) states as follows:

**The Parties**

1. Strategic Wealth is a Kentucky limited liability company in active and good standing with its principal place of business at 500 North Hurstbourne Parkway, Suite 120, Louisville, Kentucky 40222. All of Strategic Wealth’s members are Kentucky citizens and residents.

2. Sinclair Media III is a Maryland corporation with its principal place of business located in Maryland. Sinclair Media III owns the Local 12 WKRC news station that broadcasts throughout the Cincinnati metropolitan area and Northern Kentucky. On information and belief, it owns other stations in the Kentucky area.

**Jurisdiction and Venue**

3. Subject matter jurisdiction, personal jurisdiction over defendants, and venue are all appropriate in this Court because the amount in controversy exceeds the

jurisdictional minimum of this Court, because plaintiff is located in Jefferson County, Kentucky, because defendants transact business in Kentucky, because the acts and omissions that form the basis for this Complaint occurred in Jefferson County, Kentucky, and because Strategic Wealth's damages were incurred in Jefferson County, Kentucky.

4. This Court has personal jurisdiction over Defendant Sinclair Media III under KRS 454.210 (the Long Arm Statute) as Defendant Sinclair Media III transacted business in this state, contracted to supply services in this state, and caused injury to Strategic Wealth in this state.

5. This Court is the appropriate venue for this action because Plaintiff suffered damages in Jefferson County Kentucky as a result of Defendant's conduct and Plaintiff is located in Jefferson County, Kentucky.

#### **Factual Background**

6. In April of 2019, Strategic Wealth and Sinclair Media III entered into the attached contract (**Exhibit A**).

7. The contract provided that Sinclair Media III would broadcast a weekly program of sponsored content-based financial news by Strategic Wealth during the 5:00 p.m. newscast on the WKRC station (the "Program"). Additionally, Sinclair Media III was to post the Program to its website and social media web pages after its initial broadcast.

8. In exchange for Sinclair III's broadcasting of the Program, Strategic Wealth agreed to purchase \$180,000 worth of commercial advertising.

9. The contract demanded that Sinclair Media III not air any additional sponsored content segments similar to the Program.

10. Initially, Strategic Wealth filmed and Sinclair Media III aired the Program as the sole sponsored content-based financial news Program at the station. However,

Sinclair Media III later began airing content-based financial news sponsored by Allworth Financial, a direct competitor to Strategic Wealth.

11. The Allworth Financial segments are identical in format and subject to the Program, as both segments address consumer financial issues and investments.

12. Sinclair Media III's act of broadcasting content-based financial news sponsored by Allworth Financial is in direct violation of the contract and exclusivity provision demanding that Strategic Wealth be the sole content provider for such segments.

13. Sinclair Media III's actions in promoting a direct competitor have resulted in a reduction in clients and/or volume for Strategic Wealth.

14. Sinclair Media III was made aware of these actions and that broadcasting of the Allworth Financial segments is a direct breach of the contract. Sinclair Media III's representative indicated that they agreed and that Sinclair Media III would no longer broadcast the Allworth Financial segments.

15. Unfortunately, Sinclair Media III has continued to broadcast the Allworth Financial segments and have retained all of the Allworth Financial segments on its webpage and social media.

### **Count I – Breach of Contract**

16. Strategic Wealth restates and incorporates its allegations set forth in Paragraphs 1 through 15 herein.

17. The parties, for valuable consideration, entered into a valid and enforceable contract, which provided that Strategic Wealth was to be the sole sponsored content-based financial news Program on Sinclair Media III's network. *See also* Ex. A.

18. Sinclair Media III's actions in failing to abide by the exclusivity agreement, as described above, in permitting Allworth Financial to also provide content-based financial news in a substantially similar, if not identical, segment to the Program, breached the contract. Strategic Wealth has fully performed its obligations under the contract.

19. Sinclair Media III has refused Strategic Wealth's repeated demands to cease airing and posting online the Allworth Financial segments, which violate the contract.

20. As a result of Sinclair Media III's actions, Strategic Wealth has been damaged in an amount in excess of the contract's consideration.

### **Count II – Unjust Enrichment**

21. Strategic Wealth restates and incorporates its allegations set forth in Paragraphs 1 through 20 herein.

22. Strategic Wealth conferred a benefit upon Sinclair Media III in the form of purchasing of commercial advertisements per the contract and in refraining from producing any other content-based financial news segment for another news station, also per the contract.

23. Sinclair Media III appreciated the benefit in the form of accepting the payment from Strategic Wealth and benefiting from Strategic Wealth's restraint to produce another content-based financial news segment for another news station.

24. Sinclair Media III unfairly and inequitably retained the funds and has continued to benefit from Strategic Wealth's failure to produce another content-based financial news segment for another news station.

25. As a result, Sinclair Media III has been unfairly enriched.

WHEREFORE, Strategic Wealth prays for the following:

- A. Judgment against the Defendant Sinclair Media III;
- B. Strategic Wealth's costs and attorney's fees;
- C. Trial by jury;
- D. An award of damages, including interest and costs; and
- D. Such further relief that this Court may deem just and equitable.

Dated November 22, 2019.

Respectfully submitted,

/s/ John D. Cox

John D. Cox

Dylan R. Maschmeyer

LYNCH, COX, GILMAN & GOODMAN, P.S.C.

500 West Jefferson Street, Suite 2100

Louisville, Kentucky 40202

(502) 589-4215

***Counsel for Plaintiff Strategic Wealth  
Designers***

**VERIFICATION**

I have read the foregoing Complaint, and the statements contained herein are true and correct to the best of my knowledge and belief.

**Strategic Wealth Designers, LLC**

By: *Dylan Schosnover*  
Signature

Printed Name: Dylan Schosnover

Title: Chief Marketing Officer

COMMONWEALTH OF KENTUCKY )  
COUNTY OF Jefferson )

Subscribed and sworn to before me this 21st day of November, 2019 by  
Jason VanderPol.

My commission expires: January 28, 2023.

*J VanderPol*  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY



Jason C. VanderPol  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 616106  
My Commission Expires  
January 28, 2023