

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25-CV-036003-590

RPAC RACING, LLC, d/b/a LEGACY
MOTOR CLUB,

Plaintiff,

v.

T.J. PUCHYR and RUCUS RACING,
LLC,

Defendants.

**T.J. PUCHYR’S &
RUCUS RACING, LLC’S
ANSWER TO PLAINTIFF’S
AMENDED COMPLAINT &
RUCUS RACING LLC’S
COUNTERCLAIMS**

RUCUS RACING, LLC,

Counterclaim-Plaintiff,

v.

RPAC RACING, LLC d/b/a LEGACY
MOTOR CLUB,

Counterclaim-Defendant.

NOW COME Defendants, T.J. Puchyr (“Mr. Puchyr”) and Rucus Racing, LLC (“Rucus”) (collectively, “Defendants”), by and through their undersigned counsel, and hereby answer the Complaint filed by Plaintiff Legacy Motor Club, LLC (“Legacy” or “Plaintiff”) as follows:

ANSWER TO AMENDED COMPLAINT

First Defense: Answer to Numbered Paragraphs of the Complaint

INTRODUCTION

1. The allegations of Paragraph 1 are denied.

2. Defendants admit Plaintiff and Rucus entered into the Independent Contractor Agreement (the “Rucus Agreement”), which is a document in writing that speaks for itself as to its contents and terms. Defendants admit that Legacy and Mr. Puchyr had a long-standing business relationship. Except as expressly admitted herein, the allegations of Paragraph 2 are denied.

3. Defendants deny the allegations contained in Paragraph 3, including the characterization of Defendants’ conduct as a “betrayal” or “malfeasance.” Defendants expressly deny that Mr. Puchyr was working “behind the scenes” or that he was working to upend the deal given that Legacy and its principals were well aware of his role in attempting to close the deal between Legacy and RWR after the dispute as to the terms of the Charter Agreement arose. Once the dispute arose, any efforts by Puchyr to acquire NASCAR Charters were lawful competitive conduct and were not subject to the scope of the Rucus Agreement. Except as expressly admitted herein, the allegations of Paragraph 3 are denied.

4. Defendants admit Mr. Puchyr arranged a meeting between Legacy’s CEO Calvin “Cal” Wells III and RWR’s owner Rick Ware in early January 2025 to discuss a possible transaction. Defendants admit Legacy and RWR subsequently executed a Charter Purchase Agreement (“the RWR Agreement”) on March 3, 2025. Except as expressly admitted herein, the allegations of Paragraph 4 are denied.

5. Defendants admit a dispute arose between Legacy and RWR over which Charter was the subject of the RWR Agreement, that Legacy filed suit against RWR on April 1, 2025 (“the Legacy-RWR Lawsuit”), and that Legacy sought a preliminary injunction. Defendants lack sufficient knowledge or information to form a belief as to the specific representations made by RWR’s counsel and therefore deny the same. Except as expressly admitted herein, the allegations of Paragraph 5 are denied.

6. The allegations of Paragraph 6 are denied for lack of knowledge or information sufficient to form a belief.

7. Defendants admit Mr. Puchyr was aware of the RWR Agreement and the dispute that arose between Plaintiff and RWR. Indeed, Mr. Puchyr attempted to help and resolve their dispute without litigation. It is admitted, when those efforts failed and Legacy and RWR attempted to drag Mr. Puchyr into the Legacy-RWR Lawsuit, Mr. Puchyr was present for certain court hearings in an effort to better understand the representations that were being made in the Legacy-RWR Lawsuit. Except as expressly admitted herein, the allegations of Paragraph 7 are denied.

8. Defendants admit Mr. Puchyr announced in June 2025 that he intended to purchase RWR’s Charters. Defendants further admit that Legacy’s Motion for Preliminary Injunction had been denied, and its Temporary Restraining Order had been dissolved, in the Legacy-RWR Lawsuit, leaving the Charters unencumbered when Mr. Puchyr made his June 2025 announcement. Defendants

expressly deny Mr. Puchyr improperly obtained or used any “insider knowledge.” Except as expressly admitted herein, the allegations of Paragraph 8 are denied.

9. Defendants admit Mr. Puchyr made public remarks regarding the RWR Agreement, the resulting dispute, and Mr. Johnson’s lack of personal knowledge of the terms of the RWR Agreement. Defendants deny that these remarks were improper or constituted “personal attacks” but admit that Mr. Puchyr’s comments reflected his honest assessment of the situation at the time. Except as expressly admitted herein, the allegations of Paragraph 9 are denied.

10. The allegations of Paragraph 10 are denied.

11. The allegations of Paragraph 11 are denied.

12. The allegations of Paragraph 12 are denied.

13. The allegations of Paragraph 13 are denied.

14. Defendants admit Legacy extended its sponsorship agreement with Dollar Tree during the Legacy-RWR Lawsuit and, upon information and belief, ultimately purchased the RWR Charter for less than the amount originally agreed to and reflected in the RWR Agreement. Defendants deny Legacy was undermined with respect to its sponsors, advertisers, or other third-parties as a result of any act or omission by Defendants. Except as expressly admitted herein, the allegations of Paragraph 14 are denied

15. The allegations of Paragraph 15 are denied.

PARTIES

16. The allegations of Paragraph 16 are admitted upon information and belief.

17. Defendants admit Mr. Puchyr is a North Carolina resident who conducts business in the motorsports industry. Defendants deny Mr. Puchyr is merely a “broker for NASCAR-related transactions.” Except as expressly admitted herein, the allegations of Paragraph 17 are denied.

18. Defendants admit Rucus is a domestic limited liability company with a registered office at 19701 Bethel Church Road, Suite 103-109, Cornelius, NC 28031. Except as expressly admitted herein, the allegations of Paragraph 18 are denied.

JURISDICTION AND VENUE

19. Defendants admit this Court has subject matter jurisdiction over this action pursuant to N.C. Gen. Stat. § 7A-243.

20. Defendants admit this Court possesses personal jurisdiction over them.

21. Defendants admit Mecklenburg County is a proper venue for this matter as filed. Except as expressly admitted herein, the allegations of Paragraph 21 are denied.

FACTUAL ALLEGATIONS

22. Defendants admit the Rucus Agreement is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 22 are denied.

23. Defendants admit the Rucus Agreement is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 23 are denied.

24. Defendants admit the Rucus Agreement is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 24 are denied.

25. Defendants admit the Rucus Agreement is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 25 are denied.

26. Defendants admit the Rucus Agreement is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 26 are denied.

27. Defendants admit the Rucus Agreement is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 27 are denied.

28. The allegations of Paragraph 28 are admitted upon information and belief.

29. Defendants admit NASCAR Cup Series Charters are written documents that speak for themselves and are the best evidence of their contents. Except as expressly admitted herein, the allegations of Paragraph 29 are denied.

30. The allegations of Paragraph 30 are denied for lack of knowledge or information sufficient to form a belief.

31. Defendants admit Mr. Puchyr arranged for a meeting between Mr. Wells and Mr. Ware to discuss a potential transaction. Defendants further admit Mr. Puchyr would receive a fee from RWR if the transaction was successful and this arrangement was known and understood by Plaintiff and that Plaintiff did not object to it. Except as expressly admitted herein, the allegations of Paragraph 31 are denied.

32. Defendants admit that Legacy and RWR negotiated over a period of time and executed the RWR Agreement on March 3, 2025. Except as expressly admitted, the allegations of Paragraph 32 are denied.

33. The allegations of Paragraph 33 are denied for lack of knowledge or information sufficient to form a belief.

34. Defendants admit Mr. Puchyr facilitated the initial meeting between the parties and was generally aware of the RWR Agreement. Defendants further admit Mr. Puchyr remained involved in negotiations, including after the dispute arose between Legacy and RWR. Except as expressly admitted herein, the remaining allegations of Paragraph 34 are denied.

35. The allegations of Paragraph 35 are admitted.

36. Defendants admit the RWR Agreement is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 36 are denied.

37. The allegations of Paragraph 37 are denied for lack of knowledge or information sufficient to form a belief.

38. Defendants admit Mr. Puchyr was aware of the dispute between Legacy and RWR and, with Legacy's full knowledge, was provided with information by both Legacy and RWR related to the dispute. Except as expressly admitted herein, the allegations of Paragraph 38 are denied.

39. Defendants admit Mr. Puchyr stated the RWR Agreement did not accurately reflect the terms of the transaction he helped negotiate and to which both RWR and Legacy had agreed. Defendants further admit that the RWR Agreement did not accurately reflect the terms of the transaction because the terms were such that performance was impossible for both RWR and Legacy. Except as expressly admitted herein, the allegations of Paragraph 39 are denied.

40. Defendants admit that on April 1, 2025, Legacy filed the Legacy-RWR Lawsuit, which includes claims for equitable relief. Except as expressly admitted herein, the allegations of Paragraph 40 are denied for lack of knowledge or information sufficient to form a belief.

41. Defendants admit Declaration of Rick Ware is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 41 are denied.

42. Defendants admit the RWR Brief is a written document that speaks for itself and is the best evidence of its contents. Except as expressly admitted herein, the allegations of Paragraph 42 are denied.

43. Defendants deny the allegations of Paragraph 43 for lack of knowledge or information sufficient to form a belief.

44. Defendants deny the allegations of Paragraph 44 for lack of knowledge or information sufficient to form a belief.

45. Defendants specifically deny the allegation that Mr. Puchyr attempted to “subvert Legacy.” Defendants deny the allegations of Paragraph 45 for lack of knowledge or information sufficient to form a belief.

46. Defendants admit upon information and belief that the Court denied Legacy’s motion for preliminary injunction. Defendants admit that on June 26, 2025, Mr. Puchyr announced that he had made a deal to purchase RWR’s Charters. However, Defendants specifically deny that this was how Plaintiff first learned of Mr. Puchyr’s plan to purchase the Charters as Mr. Puchyr had previously notified Mr. Wells and Mr. Johnson by text message of his plan to purchase the Charters on June 21, 2025. Except as expressly admitted herein, the allegations of Paragraph 46 are denied.

47. Defendants admit if Mr. Puchyr purchased the Charters from RWR, then and in that case, Legacy would be unable to purchase the Charters from RWR. Defendants further admit Mr. Puchyr’s pursuit of charter acquisition was lawful competitive conduct. Except as herein expressly admitted, the allegations of Paragraph 47 are denied.

48. Defendants admit Mr. Puchyr executed a Letter of Intent to purchase RWR’s Charters after the Court’s ruling resulted in both Charters being unencumbered and available. Except as expressly admitted herein, the allegations of Paragraph 48 are denied.

49. Defendants admit that Mr. Puchyr made statements to the press regarding the transaction. Except as expressly admitted herein, the allegations of Paragraph 49 are denied.

50. Defendants admit the Rucus Agreement spoke only to obligations related to negotiating the Sponsorship Agreement with Dollar Tree on behalf of Legacy, which Mr. Puchyr did successfully and to the then and ongoing benefit of Legacy. Except as expressly admitted herein, the allegations of Paragraph 50 are denied.

51. Defendants admit Legacy breached the Rucus Agreement by unlawfully attempting to terminate the Rucus Agreement on July 15, 2025, and that Legacy filed its first Complaint against Mr. Puchyr on that date. Defendants deny Legacy's termination was proper or justified under the terms of the Rucus Agreement. Except as expressly admitted herein, the allegations of Paragraph 51 are denied.

52. Defendants admit upon information and belief that Legacy moved for a second preliminary injunction against RWR. Except as expressly admitted herein, the allegations of Paragraph 52 are denied.

53. It is admitted upon information and belief that the Court granted the Motion for Preliminary Injunction on or about August 22, 2025 enjoining the sale of either RWR Charter. Except as expressly admitted herein, the allegations of Paragraph 53 are denied.

54. The allegations of Paragraph 54 are admitted upon information and belief.

55. Defendants admit Legacy ultimately acquired a Charter from RWR and, upon information and belief, did so at a price lower than it had originally negotiated. Defendants deny Legacy suffered damages from any alleged acts or omissions by Defendants. Except as expressly admitted herein, the allegations of Paragraph 55 are denied.

56. Defendants deny the allegations of Paragraph 56.

FIRST CLAIM FOR RELIEF:
TORTIOUS INTERFERENCE WITH CONTRACT

57. Defendants incorporate by reference their responses to Paragraphs 1 through 56 as if fully set forth herein.

58. Defendants deny the allegations of Paragraph 58.

59. Defendants admit they were aware of the general terms discussed between RWR and Legacy related to purchase of a Charter. Except as expressly admitted herein, the allegations of Paragraph 59 are denied.

60. Defendants deny the allegations of Paragraph 60.

61. Defendants deny the allegations of Paragraph 61.

62. Defendants deny the allegations of Paragraph 62.

63. Defendants deny the allegations of Paragraph 63.

SECOND CLAIM FOR RELIEF:
TORTIOUS INTERFERENCE WITH
PROSPECTIVE ECONOMIC ADVANTAGE

64. Defendants incorporate by reference their responses to Paragraphs 1 through 63 as if fully set forth herein.

65. Defendants deny the allegations of Paragraph 65 for lack of knowledge or information sufficient to form a belief.

66. Defendants deny the allegations of Paragraph 66.

67. Defendants deny the allegations of Paragraph 67.

68. Defendants deny the allegations of Paragraph 68.

69. Defendants deny the allegations of Paragraph 69.

THIRD CLAIM FOR RELIEF:
VIOLATION OF NORTH CAROLINA UNFAIR &
DECEPTIVE TRADE PRACTICES ACT

70. Defendants incorporate by reference their responses to Paragraphs 1 through 69 as if fully set forth herein.

71. Defendants deny the allegations of Paragraph 71.

72. Defendants admit that Mr. Puchyr and Rucus engage in commerce in the motorsports industry. Except as expressly admitted herein, the allegations of Paragraph 72 are denied.

73. Defendants admit their conduct was not deceptive or unfair. Defendants admit the Rucus Agreement was limited to Dollar Tree sponsorship services and did not prohibit Defendants from pursuing charter acquisition opportunities. Defendants further state that they did not misuse any confidential

information. Except as expressly admitted herein, Defendants deny the allegations of Paragraph 73, including all subparts.

74. Defendants deny the allegations of Paragraph 74.

75. Defendants deny the allegations of Paragraph 75.

76. Defendants deny the allegations of Paragraph 76.

77. Defendants deny the allegations of Paragraph 77.

Each and every other allegation of Plaintiff's Complaint not expressly admitted herein, is denied.

AFFIRMATIVE DEFENSES

Without admitting any liability, and expressly reserving the right to assert additional affirmative defenses as may be identified during discovery or at the trial of this matter, Defendants assert the following affirmative defenses:

First Affirmative Defense: Failure to Mitigate Damages

Legacy's claims are barred, in whole or in part, by Legacy's failure to mitigate its alleged damages. To the extent Legacy claims any damages, Legacy failed to take reasonable steps to avoid or minimize such damages.

Second Affirmative Defense: Justification

Defendants' alleged conduct was justified and therefore cannot constitute tortious interference. The Rucus Agreement between Legacy and Rucus was limited in scope to Dollar Tree sponsorship services and did not impose any duty on Defendants with respect to charter transactions. Defendants owed no fiduciary, contractual, or agency duty to Legacy regarding the acquisition of NASCAR Charters. Defendants did not use any confidential information received as a result of the Rucus Agreement and Defendants were entitled to pursue their own legitimate business interests in acquiring Charters, and such conduct was lawful competition, not wrongful interference.

Third Affirmative Defense: Repudiation

Legacy's claims are barred, in whole or in part, by Legacy's repudiation of the Rucus Agreement through its unlawful unilateral termination of the Rucus Agreement without cause and without complying with the Rucus Agreement's

termination provisions, which required written notice of a material breach and provided a ten-day cure period. Legacy's wrongful repudiation of the Rucus Agreement precludes Legacy from asserting claims based on alleged breaches by Defendants.

Fourth Affirmative Defense: Public Knowledge

Legacy's claims against Defendants related to the RWR Charters are not based on Confidential Information, as defined by the Rucus Agreement, but based on information that was otherwise publicly known or otherwise acquired by Defendants through no fault of their own, were known to Defendants on a non-confidential basis, were otherwise furnished by Legacy without a restriction on disclosure, or was otherwise independently developed by Defendants.

Fifth Affirmative Defense: Performance by Defendants

Defendants fully performed their obligations under the Rucus Agreement. Rucus negotiated the Sponsorship Agreement with Dollar Tree, Inc., and was actively involved in a material way in obtaining an extension of that Agreement, thereby fulfilling the core purpose of the engagement. Legacy's allegations of breach are without merit. Indeed, Mr. Puchyr continued to arrange meetings between Legacy and potential sponsors even after the charter dispute arose and after Mr. Puchyr announced his intent to acquire RWR's Charters, further demonstrating Defendants' commitment to fulfilling their obligations to Legacy.

Sixth Affirmative Defense: Offset and Setoff

Defendants are entitled to offset and setoff against any damages awarded to Legacy. Legacy owes Defendants fees under the Rucus Agreement for Rucus' successful negotiation of the Dollar Tree sponsorship and extension as well as for damages resulting from Legacy's breach of the Rucus Agreement. Any recovery by Legacy should be reduced by the amounts Legacy owes to Defendants.

Seventh Affirmative Defense: Waiver

Legacy has waived its right to assert certain claims by its conduct, including its acceptance of the benefits of Rucus' services without objection and its consummation of the charter purchase from RWR. Legacy continued to accept Mr. Puchyr's services—including his arrangement of meetings with potential sponsors—even after the charter dispute arose and after Legacy became aware of Mr. Puchyr's intent to purchase RWR's Charters. By continuing to accept these benefits without objection, Legacy waived any claim that Mr. Puchyr's pursuit of charter acquisition opportunities constituted a breach of the Rucus Agreement or any duty owed to Legacy.

Eighth Affirmative Defense: Estoppel

Legacy is estopped from asserting certain claims based on its prior conduct and representations, upon which Defendants reasonably relied to their detriment. Specifically, Legacy continued to request and accept Defendants' sponsorship services—including his arrangement of meetings with potential sponsors—even after the charter dispute arose, inducing Defendants to believe that Legacy did not

view Rucus' pursuit of charter acquisition opportunities as conflicting with its obligations to Legacy.

**Ninth Affirmative Defense: Consent and Knowledge of Mr. Puchyr's
Role with RWR**

Legacy's claims are barred, in whole or in part, because Legacy knew that Mr. Puchyr was involved in brokering the charter transaction between Legacy and RWR, and that he was doing so through his own independent relationship with RWR based on public knowledge that Legacy desired an additional charter and that RWR was the party compensating Mr. Puchyr for his work in the negotiation. Legacy's own Amended Complaint acknowledges that Mr. Puchyr arranged the meeting between Legacy and RWR "in exchange for a percentage of the sale price." Legacy therefore knew that Mr. Puchyr had a business relationship with RWR concerning the charter transaction that was separate from and outside the scope of the Rucus Agreement. Having knowingly accepted the benefits of Mr. Puchyr's brokerage services—with full knowledge that Mr. Puchyr was being compensated by RWR—Legacy cannot now claim that Mr. Puchyr's conduct constituted a conflict of interest, breach of fiduciary duty, or wrongful conduct.

Tenth Affirmative Defense: Punitive Damages

Defendants assert that any award of punitive damages in this matter is subject to constitutional limitations under the Due Process Clause of the Fourteenth Amendment to the United States Constitution and Article I, Sections 18 and 19 of the North Carolina Constitution. An award of punitive damages must bear a

reasonable relationship to the compensatory damages awarded and must comport with the guideposts established by the United States Supreme Court, including the alleged degree of reprehensibility of a defendant's conduct, the alleged ratio of punitive damages to actual harm, and the civil penalties authorized or imposed in comparable cases. Defendants reserve the right to challenge the constitutionality of any punitive damages award at the appropriate stage of these proceedings.

Defendants further assert that, to the extent punitive damages are awarded, any such award is subject to the statutory cap set forth in N.C. Gen. Stat. § 1D-25(b). Under that provision, punitive damages may not exceed three times the amount of compensatory damages awarded or the sum of two hundred fifty thousand dollars (\$250,000), whichever is greater. Defendants reserve the right to invoke this statutory limitation at all applicable stages of these proceedings.

Defendants finally assert that Plaintiff's claim for punitive damages is barred, in whole or in part, to the extent it arises from the same conduct underlying Plaintiff's claim under the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1. Under N.C. Gen. Stat. § 1D-15(d), punitive damages may not be awarded if the claimant is entitled to receive treble damages under another statute based on the same conduct. Because N.C. Gen. Stat. § 75-16 provides for the mandatory trebling of damages upon a finding of an unfair or deceptive trade practice, Plaintiff's punitive damages claim, to the extent it is premised on the same acts or conduct underlying the Chapter 75 claim, is precluded as a matter of law.

Eleventh Affirmative Defense: Failure to Exhaust Remedies

Plaintiff is barred from recovering in this action for failing to exhaust the administrative dispute resolution provisions required by the Rucus Agreement, including the obligation to “mediate all disputes that cannot be resolved amicably through negotiations.”

Twelfth Affirmative Defense: Reservation of Rights

Defendants reserve the right to assert additional affirmative defenses as discovery progresses and additional facts become known.

COUNTERCLAIMS

NOW COMES Defendant, Rucus Racing, LLC, by and through its undersigned counsel, and hereby asserts the following Counterclaims against Counterclaim Defendant RPAC Racing, LLC d/b/a Legacy Motor Club pursuant to North Carolina Rule of Civil Procedure 13:

Parties

1. Counterclaim-Plaintiff, Rucus Racing, LLC (“Rucus”), is a North Carolina limited liability company with its principal place of business in Mecklenburg County, North Carolina.

2. T.J. Puchyr (“Mr. Puchyr”) is an individual residing in Mecklenburg County, North Carolina. Mr. Puchyr is a member and manager of Rucus.

3. Counterclaim-Defendant, RPAC Racing, LLC d/b/a Legacy Motor Club (“Legacy”), is a Delaware limited liability company, registered and authorized to do business in North Carolina with its principal place of business in Iredell County, North Carolina.

Jurisdiction and Venue

4. This Court has subject matter jurisdiction over these Counterclaims pursuant to N.C. Gen. Stat. § 7A-243.

5. This Court has personal jurisdiction over the parties

6. This Court is a proper venue for these Counterclaims.

Factual Allegations

7. Mr. Puchyr is a prominent figure in the NASCAR charter market and is well known for consulting with teams on many issues, including sponsorships and charter purchases.

8. One of his companies that participates in the motorsport industry is Rucus.

9. In 2023, Legacy and Rucus entered into an Independent Contractor Agreement (the “Rucus Agreement”).

10. Pursuant to the Rucus Agreement, Legacy and Rucus agreed that Rucus and Mr. Puchyr “are and shall remain independent contractors for all purposes.”

11. Pursuant to the Rucus Agreement, Rucus and Mr. Puchyr were engaged to provide services focused on “assisting [Legacy] with pursuing, soliciting and procuring sponsorship from Dollar Tree . . .” and providing negotiation and strategy services regarding the same.

12. Pursuant to the Rucus Agreement, Rucus agreed that Mr. Puchyr was responsible for maintaining the relationship with Dollar Tree and serving as Legacy’s day-to-day contact regarding all issues involving Dollar Tree and its sponsorship of Legacy.

13. In exchange for these services, Legacy agreed to pay Rucus “a fee in the amount of seven and one-half percent (7.5%) of Sponsorship Funds actually

received by Legacy from Dollar Tree” during the initial term and any option term of the Sponsorship Agreement.

14. The Rucus Agreement provided that payments were due to Rucus “within fifteen (15) days following receipt by Legacy of Sponsorship Funds from Dollar Tree.”

15. The Rucus Agreement does not impose duties or obligations amongst the parties related to charter acquisitions or any other business transactions, nor does it limit the ability of Rucus or Mr. Puchyr to enter into business transactions with other parties, even if those transactions are competitive with Legacy.

16. Rucus fully performed its obligations under the Rucus Agreement. Rucus successfully negotiated the sponsorship agreement with Dollar Tree, securing sponsorship funding for Legacy’s racing operations.

17. The sponsorship began in January 2024.

18. Rucus and Mr. Puchyr were actively involved in a material way in negotiating and soliciting an extension of the Dollar Tree sponsorship agreement. The extension provided Legacy with continued sponsorship revenue beyond the initial term and through the conclusion of the 2028 season. The extension was announced publicly on or about July 10, 2025.

19. Even after the dispute arose between Legacy and Rick Ware Racing (“RWR”) concerning the charter transaction, and even after Mr. Puchyr executed the Letter of Intent to purchase RWR’s Charters, Mr. Puchyr continued to perform services for Legacy pursuant to the Rucus Agreement.

20. Specifically, Mr. Puchyr continued to arrange meetings between Legacy and potential sponsors, in addition to Dollar Tree, to help Legacy develop additional sponsorship relationships.

21. Legacy accepted the benefits of Mr. Puchyr's continued services without objection, demonstrating that Legacy did not view Mr. Puchyr's pursuit of the RWR Charters as inconsistent with his obligations under the Rucus Agreement or as creating any conflict of interest.

22. Legacy received Sponsorship Funds from Dollar Tree as a result of the sponsorship agreement and extension that Rucus negotiated. Under the Rucus Agreement, Legacy was obligated to pay Rucus 7.5% of those funds within fifteen days of receipt.

23. On or about July 15, 2025, Legacy purported to terminate the Rucus Agreement by email from Cal Wells terminating the Rucus Agreement effective immediately for purported "conduct that breaches various provisions of the [Rucus] Agreement and seeks to harm and undermine [Legacy] and its principals, not only specifically as to Dollar Tree but generally as well."

24. Legacy has failed and refused to make any payments to Rucus under the Rucus Agreement since the extension of the Dollar Tree sponsorship.

25. Legacy's last payment to Rucus was on July 1, 2025.

26. Legacy's termination of the Rucus Agreement was unilateral and without cause. Legacy did not identify any material breach by Rucus, did not

provide written notice of any alleged breach, and did not afford Rucus the ten-day cure period required by the Rucus Agreement.

27. The Rucus Agreement provides that either party may terminate for cause only “if the other breaches a material term of this Agreement and such breach remains uncured for a period of ten (10) days after notice.”

28. Legacy did not comply with these termination requirements. Legacy’s purported termination was therefore wrongful and constitutes a breach of the Rucus Agreement.

29. Legacy’s termination of the Rucus Agreement was pretextual and designed to avoid paying Rucus the fees owed for Rucus’ successful performance, including commissions on the sponsorship extension. Indeed, the termination was sent only five days after Legacy announced the successful extension of the sponsorship agreement.

30. Legacy contends that Rucus breached the Rucus Agreement by interfering with Legacy’s ability to purchase a NASCAR Charter from RWR.

31. This contention stems from Rucus entering into a Letter of Intent on or about June 3, 2025 to purchase both NASCAR Charters from RWR.

32. At the time Rucus entered into the Letter of Intent, Legacy’s Motion for Preliminary Injunction against RWR had been denied and its Temporary Restraining Order had been dissolved by Order entered May 9, 2025 in the Legacy-RWR Lawsuit.

33. Legacy was well aware of Rucus' efforts to purchase the RWR Charters. In fact this intent was communicated directly to Plaintiff by way of text message to Mr. Wells and Mr. Johnson on or about June 21, 2025. By the time the Associated Press published a story titled "T.J. Puchyr agrees to buy RWR with plans to build a 3-car team" on June 26, 2025, Plaintiff had already been informed.

34. To the extent Legacy believed that Rucus' execution of the Letter of Intent constituted a material breach of the Rucus Agreement, Legacy was required under the Rucus Agreement to notify Rucus in writing and to provide Rucus ten days to cure the alleged breach.

35. Any such alleged breach could have been cured by termination of the Letter of Intent.

36. Legacy did not provide Rucus with written notice of any alleged breach or an opportunity to cure. Instead, Legacy maintained its litigation against RWR and ultimately settled that matter, resulting in dismissal of the Legacy-RWR Lawsuit on November 20, 2025.

37. Upon information and belief, Legacy leveraged its litigation against RWR to purchase the Charter for an amount less than that contained in Legacy's original contract with RWR, while simultaneously preventing Rucus from purchasing the Charters.

38. As a result of Legacy's breaches, Rucus has suffered damages, including unpaid fees, lost future commissions, and other consequential damages.

First Counterclaim: Breach of Contract—Failure to Pay Fees

39. Counterclaim-Plaintiff Rucus incorporates by reference Paragraphs 1 through 38 as if fully set forth herein.

40. The Rucus Agreement constitutes a valid and enforceable contract between Legacy and Rucus.

41. Rucus fully performed its obligations under the Rucus Agreement by assisting Legacy with negotiating and obtaining an executed sponsorship from Dollar Tree.

42. Under the Rucus Agreement, Legacy was obligated to pay Rucus 7.5% of all Sponsorship Funds received from Dollar Tree within fifteen days of receipt.

43. Legacy received Sponsorship Funds from Dollar Tree but has refused to pay Rucus any fees owed under the Rucus Agreement since July 1, 2025.

44. Legacy's failure to pay the fees owed constitutes a material breach of the Rucus Agreement.

45. As a direct and proximate result of Legacy's breach, Rucus has suffered damages in an amount to be proven at trial, including all unpaid fees calculated as 7.5% of Sponsorship Funds received by Legacy from Dollar Tree, plus interest.

Second Counterclaim: Breach of Contract—Wrongful Termination

46. Counterclaim-Plaintiff Rucus incorporates by reference Paragraphs 1 through 45 as if fully set forth herein.

47. The Rucus Agreement contains specific provisions governing termination. Either party may terminate for cause if the other breaches a material term and fails to cure within ten days of written notice.

48. Legacy purported to terminate the Rucus Agreement without identifying any material breach by Rucus, without providing written notice of any alleged breach, and without affording Rucus the ten-day cure period required by the Rucus Agreement.

49. Rucus did not breach any material term of the Rucus Agreement. Rucus fully performed its obligations by negotiating the Dollar Tree sponsorship and by participating materially in negotiating and soliciting an extension.

50. Legacy's purported termination was therefore wrongful and without contractual basis.

51. Legacy's wrongful termination constitutes a material breach of the Rucus Agreement.

52. As a direct and proximate result of Legacy's wrongful termination, Rucus has suffered damages in an amount to be proven at trial, including lost future fees that Rucus would have earned during the remaining term of the Rucus Agreement and any renewal periods.

Third Counterclaim: Breach of Implied Covenant of Good Faith and Fair

Dealing

53. Counterclaim-Plaintiff Rucus incorporates by reference Paragraphs 1 through 52 as if fully set forth herein.

54. Under North Carolina law, every contract contains an implied covenant of good faith and fair dealing.

55. The implied covenant requires that neither party act in a manner that would deprive the other party of the benefits of the agreement.

56. Legacy breached the implied covenant of good faith and fair dealing by:

(a) Refusing to pay fees owed to Rucus despite Rucus' successful performance of its contractual obligations;

(b) Unilaterally terminating the Rucus Agreement without cause and without following the contractual termination procedures, in order to avoid paying commissions on the sponsorship extension Rucus secured;

(c) Accepting the benefits of Rucus' services—including the Dollar Tree sponsorship and extension—while refusing to pay for those services;

(d) Asserting pretextual allegations of breach to justify non-payment; and

(e) Continuing to request and accept Rucus' services in arranging meetings with potential sponsors even after the charter dispute arose, while simultaneously planning to terminate the Rucus Agreement and refuse payment based on alleged conduct that Legacy never objected to at the time.

57. Legacy's conduct was undertaken in bad faith and for the purpose of depriving Rucus of the benefits of the Rucus Agreement.

58. As a direct and proximate result of Legacy's breach of the implied covenant, Rucus has suffered damages in an amount to be proven at trial.

Fourth Counterclaim: Quantum Meruit (In the Alternative)

59. Counterclaim-Plaintiff Rucus incorporates by reference Paragraphs 1 through 58 as if fully set forth herein.

60. In the alternative, if the Rucus Agreement is found to be unenforceable for any reason, Rucus is entitled to recover under the doctrine of quantum meruit.

61. Rucus provided valuable services to Legacy, including negotiating the Dollar Tree sponsorship agreement participating materially in negotiating and soliciting an extension.

62. Rucus provided these services under circumstances that would lead a reasonable person to expect compensation.

63. Legacy received and accepted the benefit of Rucus' services, including sponsorship revenue from Dollar Tree during the initial term (including the renewal).

64. Legacy has not paid Rucus for these services.

65. It would be unjust to allow Legacy to retain the benefit of Rucus' services without paying for them.

66. Rucus is entitled to recover the reasonable value of the services provided, which should be measured by the contract rate (7.5% of Sponsorship Funds) or the market value of comparable sponsorship acquisition services.

Fifth Counterclaim: Unjust Enrichment (In the Alternative)

67. Counterclaim-Plaintiff Rucus incorporates by reference Paragraphs 1 through 66 as if fully set forth herein.

68. In the alternative, if the Rucus Agreement is found to be unenforceable for any reason, Rucus is entitled to recover under the doctrine of unjust enrichment.

69. Rucus conferred a benefit on Legacy by negotiating the Dollar Tree sponsorship agreement.

70. Legacy received sponsorship revenue from Dollar Tree as a direct result of Rucus' efforts.

71. Legacy has been enriched by receiving this sponsorship revenue without paying Rucus for the services that produced it.

72. It would be unjust and inequitable to allow Legacy to retain this benefit without compensating Rucus.

73. Rucus is entitled to restitution in the amount of the benefit conferred.

Sixth Counterclaim: Declaratory Judgment

74. Counterclaim-Plaintiff Rucus incorporates by reference Paragraphs 1 through 73 as if fully set forth herein.

75. An actual controversy exists between the parties regarding their respective rights and obligations under the Rucus Agreement and with respect to the allegations in Legacy's Complaint.

76. Counterclaim-Plaintiff Rucus seeks a declaratory judgment pursuant to N.C. Gen. Stat. § 1-253 et seq. establishing:

(a) Rucus did not breach the Rucus Agreement;

(b) Rucus fully performed its obligations under the Rucus

Agreement by negotiating the Dollar Tree sponsorship;

(c) Legacy breached the Rucus Agreement by failing to pay fees owed and by wrongfully terminating the Rucus Agreement;

(d) Rucus is entitled to payment of all fees owed under the Rucus Agreement, including fees on all Sponsorship Funds received by Legacy from Dollar Tree;

(e) Puchyr did not owe Legacy any fiduciary duty, agency duty, or duty of loyalty with respect to the charter transaction between Legacy and RWR;

(f) the Rucus Agreement did not prohibit Rucus from pursuing business opportunities outside the scope of the Dollar Tree sponsorship, including charter acquisition opportunities;

(g) Rucus did not engage in tortious interference with any contract or prospective business relationship of Legacy; and

(h) Rucus did not violate the North Carolina Unfair and Deceptive Trade Practices Act.

77. A declaratory judgment is necessary to resolve the disputes between the parties and to provide certainty regarding the parties' legal rights and obligations.

Seventh Counterclaim: Violation of N.C. Gen. Stat. § 75-1.1

78. Counterclaim-Plaintiff Rucus incorporates by reference Paragraphs 1 through 77 as if fully set forth herein.

79. Legacy's conduct constitutes unfair and deceptive trade practices in violation of N.C. Gen. Stat. § 75-1.1.

80. Legacy engaged in the following unfair and deceptive acts and practices:

- (a) Accepting the benefit of Rucus' services—including the negotiated Dollar Tree sponsorship and extension—with no intention of paying for those services;
- (b) Fabricating grounds for termination of the Rucus Agreement in order to avoid paying commissions owed to Rucus;
- (c) Terminating the Rucus Agreement in bad faith to deprive Rucus of the fees it had earned through successful performance;
- (d) Continuing to accept the benefit of Mr. Puchyr's services—including his arrangement of meetings with potential sponsors—after the charter dispute arose, without raising any objection, and then later claiming that his pursuit of charter acquisition opportunities during that same period constituted a breach justifying termination and non-payment;
- (e) Filing suit against Defendants alleging damages that do not exist, given that Legacy acquired the charter from RWR and, upon information and belief, did so at a price lower than originally negotiated;
- (f) Initiating litigation against Defendants for the improper purpose of coercing Defendants into forgoing their claims for unpaid fees under the Rucus Agreement, rather than to obtain legitimate relief for any cognizable harm;
- (g) Using the pendency and public nature of this litigation to damage Defendants' reputation and business relationships in the motorsports

industry, including by making accusations of misconduct that Legacy knows to be false or misleading; and

(h) Leveraging this litigation to deflect attention from Legacy's own breaches of the Rucus Agreement, thereby deceiving the public, business partners, and other stakeholders regarding Legacy's own wrongful conduct;

81. Legacy's conduct was in or affecting commerce within the meaning of N.C. Gen. Stat. § 75-1.1. Legacy and Rucus are commercial entities operating in the motorsports industry, and the conduct at issue directly affects competition and commercial relationships in that industry.

82. Legacy's unfair and deceptive acts were aggravated by bad faith, deception, oppression, and intentional misconduct. Legacy's conduct goes beyond a mere breach of contract and constitutes the type of inequitable conduct the UDTPA is designed to address. Specifically:

(a) Legacy acted with knowledge that its accusations against Defendants were false or without merit, as evidenced by Legacy's acquisition of the charter from RWR at a price lower than originally negotiated—demonstrating that Legacy suffered no damages from any alleged conduct by Defendants;

(b) Legacy acted with the intent to deprive Defendants of earned compensation while simultaneously benefiting from Defendants' services;

(c) Legacy used its superior resources and the threat of litigation to oppress Defendants and to coerce Defendants into abandoning their legitimate claims for unpaid fees; and

(d) Legacy's conduct was calculated to harm Defendants' competitive position in the motorsports industry by damaging their reputation and business relationships.

83. As a direct and proximate result of Legacy's unfair and deceptive trade practices, Counterclaim-Plaintiff Rucus has suffered actual injury, including unpaid fees, lost business opportunities, damage to reputation and business relationships, and attorneys' fees and costs incurred in defending Legacy's baseless claims.

84. Pursuant to N.C. Gen. Stat. § 75-16, Counterclaim-Plaintiff Rucus is entitled to recover treble damages.

85. Pursuant to N.C. Gen. Stat. § 75-16.1, Counterclaim-Plaintiff Rucus is entitled to recover reasonable attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Defendants and Counterclaim-Plaintiff Rucus pray the Court as follows:

(a) That Plaintiff have and recover nothing of Defendants and that its Complaint be dismissed with prejudice;

(b) That Counterclaim-Plaintiff Rucus receive judgment against Counterclaim-Defendant Legacy for an award of compensatory damages in an amount in excess of \$25,000;

(c) That Counterclaim-Plaintiff Rucus receive an award of treble damages and attorneys' fees as permitted by N.C. Gen. Stat. § 75-16;

- (d) That Defendants receive an award of attorneys' fees and costs as allowed by law;
- (e) For a declaratory judgment as set forth in Counterclaim Paragraph 76 above;
- (f) Pre-judgment and post-judgment interest as allowed by law;
- (g) For a trial by jury on all issues of fact so triable herein; and
- (h) Such other and further relief as the Court deems just and proper.

This the 2nd day of April, 2026.

MICHAEL BEST & FRIEDRICH, LLP

By: /s/ Carrie E. Meigs

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing **Answer and Counterclaims** upon all counsel of record by electronic mail addressed as follows:

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This the 2nd day of April 2026.

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/s/ Carrie E. Meigs

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