

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

LARRY KLAYMAN,

And Members of the Putative Class,

Plaintiffs,

v.

PGA TOUR, INC, et al

Defendants

Case No: 502022CA006587XXXXMB

**THIRD AMENDED CLASS ACTION
COMPLAINT**

CLASS ACTION AMENDED COMPLAINT

Plaintiff, LARRY KLAYMAN (“KLAYMAN”), individually, and on behalf of all others similarly situated (collectively “Plaintiffs”), hereby files this action against Defendants PGA TOUR, DP WORLD TOUR, JOSEPH WILLIAM MONAHAN IV (“MONAHAN”), KEITH PELLEY (“PELLEY”), TGC, LLC D/B/A GOLF CHANNEL (“TGC”), and OFFICIAL WORLD GOLF RANKING (“OWGR”) (hereinafter collectively “Defendants”) for violations of Sections 542.18 and 542.19 of the Florida Antitrust Act, Fla. Stat. §§ 542.18, 542.19, violations of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) and for civil conspiracy acting in concert as joint tortfeasors. In support thereof, Plaintiffs allege as follows:

JURISDICTION AND VENUE

1. This is an action for concerted refusal to deal, horizontal market division, monopolization, and attempt to monopolize in violation of Sections 542.18 and 542.19 of the Florida Antitrust Act, Fla. Stat. §§ 542.18, 542.19 and the FDUTPA, and for civil conspiracy. This Court has subject matter jurisdiction over this action pursuant to Sections 542.22(1) and 542.23 of the Florida Antitrust Act, Fla. Stat. §§ 542.22(1), 542.23 and the FDUTPA, Fla. Stat. § 501.201 *et seq.*, and the amount in controversy between the parties is greater than \$30,000.00.

2. This Court has personal jurisdiction over Defendants PGA TOUR, DP WORLD TOUR, MONAHAN, PELLEY, TGC and the OWGR as they have engaged in more than sufficient substantial and minimum contacts and committed unlawful, anticompetitive acts with and within this county and the state of Florida by virtue of the civil conspiracy by and between them, having purposefully availed themselves of the benefits and protections of Florida law, such that the Defendants should reasonably anticipate being hailed into court here, and the exercise of

jurisdiction over PGA TOUR, DP WORLD TOUR, MONAHAN, PELLELY, TGC and OWGR would comport with due process requirements.

3. Venue for this action is properly in Palm Beach County, Florida, as: (i) Plaintiff KLAYMAN is a Florida citizen who resides in this county; (ii) Defendants PGA TOUR, DP WORLD TOUR, MONAHAN, PELLELY, TGC and the OWGR, by and through the other Defendants which and who have acted and continue to act in concert with, comprise and/or are integral to and/or are members of OWGR, do continuous and systematic business and have engaged in minimum contacts in this county and Florida; and (iii) a substantial part of the events that give rise to Plaintiff KLAYMAN's claims occurred in this county and in the state of Florida.

THE PARTIES

4. Plaintiff KLAYMAN is a citizen and resident of Florida, and is a spectator at PGA TOUR organized and sanctioned professional golf tournaments and is thus a consumer of Defendant PGA TOUR's product. Plaintiff KLAYMAN has purchased and plans to purchase spectator admission to PGA TOUR organized and sanctioned events hosted in Florida in 2022 and 2023, where he plans to see and has seen PGA Tour players and LIV Golf players compete in the events. Plaintiff KLAYMAN purchased tickets for (1) the December 9-11, 2022 QBE Shootout at the Tiburon Golf Course in Naples, Florida; (2) the September 17, 2022 Fortinet Championship, and (3) the March 16-19, 2023 Valspar Championship at the Innisbrook Resort (Copperhead Course) in Palm Harbor, Florida. Plaintiff KLAYMAN purchased tickets for and attended; (1) The February 23-26, 2023 Honda Classic at the PGA National Resort (The Champions Course) in Palm Beach Gardens, Florida; (2) the March 2-5, 202 Arnold Palmer Invitational at the Arnold Palmer Bay Club and Lodge in Orlando, Florida; (3) and the March 9-12, 2023 Players Championship at TPC Sawgrass in Ponte Vedra Beach, Florida. The prices of

these ticket purchases and the concessions sold at these PGA tournaments have substantially increased for 2023 from the 2021 and 2022 seasons caused by the anticompetitive actions of the PGA Tour and all of its co-conspirator Defendants as alleged herein. For example, spectator and consumer tickets for The Players Championship at TPC Sawgrass in Ponte Vedra for 2023 are 34 % higher than in 2022 and packages for the Arnold Palmer Invitational in Orlando, Florida are at least ten percent higher in 2023 than in 2022. Spectator and consumer tickets for the other PGA Tour tournaments as set forth in this paragraph are also greatly higher for 2023 as opposed to 2021 and 2022. In addition, the price of concessions, such as alcoholic and other beverages and food and memorabilia and souvenirs, are significantly higher at these PGA Tour tournaments in 2023 as compared with 2021 and 2022, as this is a way to camouflage and hide total price increases for spectators and consumers to attend these events. Plaintiff KLAYMAN is an avid golf fan, a low handicap golfer and a consumer of golf events such as those set forth herein, which he regularly attends in Florida, in and around the nation, and overseas. He recently also attended a co-sanctioned and accredited DP WORLD TOUR and PGA TOUR event, the BMW PGA Championship, at Wentworth in England, which took place from September 8-11, 2022. At that event, LIV Golf players were disrespected, vilified, disparaged, mocked, treated poorly, boycotted, singled out and discriminated against by Defendants PELLELY and the DP WORLD TOUR in conspiratorial collusion with the other Defendants, and most particularly their co-conspirators Defendants MONAHAN, PGA TOUR and the OWGR, the latter of which they both play a direct, hands-on role in directing and controlling. LIV Golf players were only permitted to compete by an order of Sport Resolutions judge in the United Kingdom, who had temporarily stayed their fines and suspensions by the DP WORLD TOUR, which fines and suspensions were an integral part of the collusive anticompetitive scheme and conspiracy as pled herein of all of

the Defendants, each and every one of them, to block LIV Golf players and LIV Golf from entering the alleged market herein and keep LIV players from earning crucial and essential OWGR points, consistent with their treatment by Defendants MONAHAN, PGA TOUR, DP WORLD TOUR AND PELLELY.

5. On the other hand, Plaintiff KLAYMAN attended non-PGA TOUR events in 2023 including but not limited to the Masters, the PGA Championship put on by PGA of America (which is not the PGA Tour), and the U.S. Open. At these events, LIV golfers and PGA TOUR golfers were allowed to compete side-by-side, and the result was a drastically improved product where consumers get the benefit of the bargain for ticket and concessions they paid for and with increased desirability and enjoyment to attend these events and/or to watch on television and/or live streaming and YouTube, among other broadcast venues. Since, at the end of the day, the PGA TOUR and DP WORLD TOUR put out an entertainment product, there is no reason that they would not want their product to be as entertaining, enjoyable and fulfilling as possible, and the way to achieve that goal is to allow LIV golfers to compete head to head with PGA Tour and DP World Tour players, the latter of which also compete regularly in PGA Tour events in Florida and the United States market. Thus, on the flip side, and to the contrary, the only reason that they would make the decision to exclude LIV golfers is for anticompetitive purposes.

6. Defendant PGA TOUR is a non-profit company with its principal place of business in Ponte Vedra, Florida. Defendant PGA TOUR is the leading organizer of professional golf tournaments in Florida and the United States and has sanctioned at least forty-five (45) professional tournaments for its 2021-22 season, and at least forty-eight (48) in 2023 and beyond, including The Players Championship hosted at TPC Sawgrass in Ponte Vedra Beach,

Florida, The Honda Classic in Palm Beach Gardens, Florida, the Arnold Palmer Invitational at Bay Hill located in Orlando, Florida and the other enumerated tournaments hosted in Florida, as well as other tournaments nationally and internationally.

7. Defendant MONAHAN is the PGA TOUR's Commissioner and is a citizen of Florida who resides in Ponte Vedra, Florida.

8. Defendant DP WORLD TOUR, whose formal legal name is the PGA European Tour, is a corporate entity having its principal place of business in Virginia Water, Surrey, in the United Kingdom. The DP WORLD TOUR was once a separate entity and operation from Defendant PGA TOUR, and truly a competitor of the PGA Tour, but in the wake of COVID and around November 2020, the DP WORLD TOUR has merged with the PGA TOUR and become its alter ego and joint venture partner, as set forth in more detail below. Defendants DPWT and Pelley not coincidentally have their offices with their co-conspirator Defendant Official Golf World Ranking ("OWGR"), in the same building Wentworth, England at the following address: Wentworth Drive, Virginia Water, Surrey, GU25 4LX, United Kingdom.

9. Defendant PELLELY is the DP WORLD TOUR's chief executive officer and is a Canadian citizen who resides at Virginia Water, Surrey, in the United Kingdom.

10. TGC dba Golf Channel is a cable and internet broadcasting company owned by NBC Sports Group Division of NBC Universal, a subsidiary of Comcast, which is principally located in Stamford Connecticut, with offices and facilities in Florida. TGC is incorporated in Delaware and is currently registered to do business in Florida. TGC owns broadcast rights to the Defendants the PGA TOUR and the DP WORLD TOUR and works in concert with them as their admitted partner. It broadcasts golfing events of the Defendants PGA Tour and DP World Tour,

which admittedly are its partner, heavily into Florida and this county and thus reaps substantial profits therefrom, given that the Florida golf fan base is huge.

11. OWGR is a company limited by guarantee, incorporated in the United Kingdom and located in Wentworth, England. The Official World Golf Rankings, aka OWGR, was designed and formed to award accurate, credible, and transparent world ranking points to accredited tournaments around the world, including in this county, Florida, the United States and internationally, in a fair and just manner. In 2022 there was a total of 371 “eligible” events across 23 “Eligible” Tours that have received OWGR points. OWGR world ranking points determine a player’s world rank, their ability to qualify for Major Championships, World Golf Championships, and invitationals in this county, Florida, across the United States, Europe and around the world. The OWGR dictates which golf leagues qualify and which tournaments qualify, which tournaments and leagues are accredited and can be awarded as well as how the OWGR world ranking points are distributed to a tournament’s field. In addition, and correspondingly, OWGR also decides which leagues and tournaments do not qualify or cannot receive OWGR points, pending a vote from the OWGR Governing Board, which representatives of Defendants the PGA Tour and DP World Tour not coincidentally sit on and control. Thus, at its fundamental core, OWGR does in fact, control, collusively acting in concert with the PGA Tour and DP World Tour, which professional golfers are able to participate in which tournaments. In this regard, professional golfers signed to LIV have been intentionally and by design, as a result of the concerted conspiratorial conduct set forth herein, excluded from being able to earn OWGR points, which is a primary example of the anticompetitive implementation of this collusive and conspiratorial combined market power of OWGR and PGA Tour and DP

World Tour Defendants, with which it has conspired to restrain trade and commerce in professional golf.

FACTS PERTAINING TO PERSONAL JURISDICTION

12. Each and every one of the Defendants do systematic and continuous business in the state of Florida which subjects them the general jurisdiction of this Court under Fla. Stat. Ann. § 48.193(2).

13. Each and every one of the Defendants are also “[o]perating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state” or “[c]ommitting a tortious act within this state” which subjects them to specific jurisdiction of this Court pursuant to Fla. Stat. Ann. § 48.193(1)(a)(1-2).

14. This is due primarily to the fact that Defendants DP WORLD TOUR, PELLELY, OWGR, and TGC are “tied at the hip” to their co-Defendants, the PGA TOUR and MONAHAN, who are both located and headquartered in Ponte Vedra, Florida, the golf capitol of the country and the world.

DP World Tour and Pelley

15. More specifically, Defendants DP WORD TOUR and PELLELY are “operating, conducting, engaging in, or carrying on a business or business venture” in Florida. This is shown through:

- a. Sworn affidavits of PELLELY and DP WORLD TOUR’s Chief Operating Officer, Keith Waters (“Mr. Waters”) which admit that there is an ongoing contractual relationship with the PGA TOUR in Florida whereby DP WORLD TOUR and PGA TOUR would form a “Strategic Alliance” that “enhances and connects the ecosystem of professional golf through a number of areas, including global

scheduling and playing opportunities for the separate and distinct Tours' respective memberships." Dkt. # 117.

- b. Then, in or around November of 2020, a second contractual relationship was formed with DP WORLD TOUR having sold 30% of its broadcasting rights to the PGA TOUR in exchange for MONAHAN receiving a seat on DP WORLD TOUR's board.
- c. Then, in or around June 28, 2022, it was reported that PGA TOUR had increased its stake in the DP WORLD TOUR to 40% and the parties "Strategic Alliance" agreement had become converted to a "joint venture partnership" agreement. The purpose of this new joint venture partnership, as has been publicly reported, is to merge the PGA Tour and the DPWT, increase the prize funds for both Tours, share equity, and to allow for "carve out exceptions" for members of each Tour to play on the other's tour.
- d. Sworn affidavits of PELLELY and Mr. Waters which admit that DP WORLD TOUR executives, which necessarily included PELLELY, traveled to PGA TOUR headquarters in Ponte Vedra, Florida to negotiate and execute the "Strategic Alliance" contractual relationship on numerous occasions between 2020 and 2022.

16. These affidavits almost certainly just concede the "tip of the iceberg" and dishonestly withhold material facts regarding what has to be daily communication and contact with the PGA TOUR in Ponte Vedra, Florida to carry out the terms of the "Strategic Alliance" contractual relationships, which include (1) coordinating golf tournaments with the PGA TOUR in the United States, and specifically in Florida, (2) the DPWT serving as the "feeder" tour for

the PGA TOUR, (3) procuring sponsorships in the United States, and specifically in Florida, and (4) coordinating media rights and intellectual property.

17. This is why discovery is so essential in this regard. DP WORLD TOUR and PELLEYS forced admissions, in self-serving affidavits no less, in conjunction with the documents produced by the PGA TOUR which have been filed confidentially with the Court in Plaintiff KLAYMAN's Confidential Appendix to Plaintiff Larry Klayman's Motion for Order to Show Cause Why Defendants DP World Tour and Keith Pelley Should Not Be Held in Contempt of Court, For Sanctions, Fees and Costs and Other Appropriate Relief Pursuant to Florida Statute § 57.105 and the Inherent Authority of this Court and Request for Expedited Evidentiary Hearing, confirm that DP WORLD TOUR and PELLEYS do continuous and systematic business, and engage in more than minimum contacts in Florida, and are in constant communication with the PGA TOUR in Florida to execute their "Strategic Alliance" with the PGA TOUR.

18. Furthermore, Defendants DP WORLD TOUR and PELLEYS have "continuous and systematic business contacts" in Florida, shown through the above, but also through:

- a. DP WORLD TOUR being in continuous, constant, and systematic contact and communication with the PGA TOUR on a daily basis, as shown in even in just the limited documents produced thus far in discovery, in order to effectuate the "Strategic Alliance" or "joint venture partnership" between the parties and to exclude LIV from the market alleged herein.
- b. Defendant PELLEYS, as the head of the DP WORLD TOUR, being in continuous, constant, systematic and regular contact and communication with the PGA TOUR on a daily basis, as shown in just the limited documents produced thus far in

discovery, in order to effectuate the “Strategic Alliance” or “joint venture partnership” between the parties and to exclude LIV from the market.

- c. DP WORLD TOUR being, is the “alter ego” and joint venture partner of the PGA TOUR, and PGA TOUR being essentially an owner of the DP WORLD TOUR as a result of the June 28, 2022 agreement between the parties.

OWGR

19. Defendant OWGR is currently operating, conduction, engaging in, or carrying on a business or business venture” in Florida. This is shown through:

- a. The sworn affidavit of OWGR’s chairman Peter Dawson (“Mr. Dawson”), which admits that there are ongoing contractual relationships with the PGA TOUR in Ponte Vedra, Florida, pursuant to Florida law: “OWGR has executed a single agreement pursuant to Florida law. That contract is a licensing agreement with the PGA Tour permitting OWGR to use certain intellectual property relating to the endowment curve and strokes gained formula that make up part of OWGR’s current ranking system.”
- b. The existence of a second contract executed in 2004 where the PGA TOUR, along with the DP WORLD TOUR, setting up and organizing OWGR.¹

20. OWGR also has “continuous and systematic business contacts” in Florida, shown through the above, but also through:

¹ Plaintiff KLAYMAN will be filing confidentially the deposition transcript of Mr. Dawson, which confirms the allegations with regard to personal jurisdiction. This is currently subject to the Protective Order, so Plaintiff KLAYMAN will be using the appropriate procedure to file it confidentially and incorporate it herein by reference. In addition, documents produced by the PGA TOUR and OWGR, which have also been filed confidentially and are also incorporated herein by reference, also show personal jurisdiction in Florida over OWGR, DP WORLD TOUR, and PELLELY.

- a. Of the seven (7) members of the OWGR's board of directors, four (4) are directly controlled by the PGA TOUR and the DP WORLD TOUR. Not coincidentally, both MONAHAN and PELLELY sit prominently on OWGR's board, and the PGA TOUR played a prominent role in forming the methodology under which OWGR points are assigned, clearly to favor players on the PGA TOUR and its joint venture partner, the DP WORLD TOUR.
- b. OWGR being financed in large part by the PGA TOUR.
- c. OWGR and its officers being in frequent, constant, and systematic contact with the PGA TOUR and MONAHAN in Ponte Vedra, Florida to carry out OWGR business.
- d. OWGR regularly delivering its services to Florida, the golf capitol of the nation and the world.

21. These are not conclusory allegations, as they have been shown through documents produced by the PGA TOUR in discovery, which OWGR has conveniently stonewalled in hopes of "running out the clock" until their motions to dismiss are heard again.

TGC

22. Defendant TGC is currently operating, conducting, engaging in, or carrying on a business or business venture" in Florida. This is shown through:

- a. TGC being the official media partner of the PGA TOUR, which is headquartered in Ponte Vedra, Florida. This was proudly admitted by Defendant MONAHAN as recently at the 2022 President's Cup, to push its anticompetitive agenda and message to the public. This was admitted by Defendant MONAHAN appearance on TGC's network, where he referred to the "partnership" between the PGA Tour

and Golf Channel, stating that he was “really proud of the partnership that we [the PGA Tour and the Golf Channel] share.”² In this regard, TGC displays a chyron that it is the “Home of the PGA Tour” on its broadcasts, further confirming that it is simply the media “arm” of the PGA TOUR. Defendant TGC is also the media partner of the DP World Tour.

b. TGC being registered to do business in Florida with the Florida Secretary of State.

23. TGC has regular, continuous, and systematic business as well as minimum contacts in Florida as the media partner of the PGA TOUR and DP World Tour and is therefore in regular, continuous, and systematic contact with the PGA TOUR and MONAHAN in Ponte Vedra, Florida in order to effectuate its agreement to serve as the media partner of the PGA TOUR and DP World Tour.

CLASS REPRESENTATION ALLEGATIONS

24. Pursuant to Rule 1.220(b) subdivisions (1)(A), (2), and (3) of the Florida Rules of Civil Procedure, Fla. R. Civ. P. 1.220(b)(1)(A), (2), and (3), Plaintiff KLAYMAN’s claims are maintainable on behalf of a class of Florida residents who, after June 9, 2022, have purchased and/or will purchase spectator admission to professional golf tournaments organized and sanctioned by Defendant PGA Tour.

25. Plaintiff KLAYMAN has asserted, in his individual capacity and on behalf of the proposed plaintiff class, claims for concerted refusal to deal, horizontal market division, monopolization, attempt to monopolize the relevant market, and civil conspiracy, those claims being set forth in the First through Fifth Causes of Action below. The questions of law and fact relating to those claims are common to the claims of Plaintiff KLAYMAN and the claims of

² *Jay Monahan doesn’t expect peace between PGA Tour, LIV*, Sep. 21, 2022, YouTube, available at: <https://www.youtube.com/watch?v=7wmZVDzIWRo>

each member of the putative class, and include, *e.g.*, issues relating to the illegality under Florida antitrust and unfair trade practices laws of: (i) Defendants' agreement to suspend professional golfers who participate in professional golf tournaments organized by LIV Golf Investments; (ii) Defendant PGA TOUR and Defendant DP WORLD TOUR's agreement to divide between them the United States, European, and world markets for organizing, sanctioning, and offering spectators admission to professional golf tournaments; (iii) definition of the relevant product and geographic market for purposes of the First through Fourth Causes of Action set forth below; (iv) Defendant PGA TOUR's monopoly power in the relevant market; (v) Defendant PGA TOUR's monopolization and attempt to monopolize the relevant market; (vi) Defendants' civil conspiracy and the overt acts undertaken by the Defendants in furtherance of their civil conspiracy; and (vii) the antitrust injury suffered by Florida citizens and residents who, after June 9, 2022, have purchased or will purchase spectator admission at professional golf tournaments organized and sanctioned by Defendant PGA TOUR. Additional factual and legal issues which are common to the claims of Plaintiff KLAYMAN and the claims of each member of the putative class relate to the appropriate injunctive relief needed to terminate the Defendants' illegal conduct.

26. Plaintiff KLAYMAN's claims against the Defendants are typical of the claims of each member of the putative class. Plaintiff KLAYMAN, along with all members of the putative class, have been similarly affected by the conspiracy among the Defendants' which has resulted in a concerted refusal to deal and horizontal division of markets, Defendant PGA TOUR's monopolization and attempt to monopolize the United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments, and Defendants' civil conspiracy. All proposed members of the class have suffered the same harm as Plaintiff

KLAYMAN, *i.e.*, after June 9, 2022, paying supracompetitive prices for spectator admission, concessions and memorabilia and souvenirs to and at professional golf tournaments hosted in this country, Florida and elsewhere in the United States, as well as being denied the opportunity reap the benefit as consumers who have directly purchased tickets from the PGA Tour, its agents, assigns and/or licensees to PGA Tour and other golfing events in this county and throughout Florida, to enjoy and see professional golfers from LIV Golf, play at these events.

27. The proposed class numbers in the thousands, such that separate joinder of each class member is impracticable.

28. Plaintiff KLAYMAN defines the proposed class as Florida citizens and residents who, after June 9, 2022 when LIV held its first event, have purchased and/or will directly purchase spectator admission to professional golf tournaments or organized and sanctioned by Defendant PGA TOUR, its agents, assigns and/or licensees.

29. As an attorney appearing *pro se* who is represented in this action by experienced plaintiff's counsel, Plaintiff KLAYMAN, who himself has significant knowledge of and expertise concerning the game of golf and with clients in the golf industry, of which he also is a part, will fairly and adequately protect and represent the interests of each member of the class.

30. Certification of this case as a class action pursuant to Florida Rule of Civil Procedure 1.220(b), subdivisions (1)(A), (2), and (3), is supported by the facts and circumstances set forth in paragraphs 10-14 above and in the Background and Facts and First through Fifth Causes of Action set forth below.

**BACKGROUND AND FACTS PERTAINING TO FLORIDA
ANTITRUST VIOLATIONS AND FDUTPA**

31. LIV Golf Investments ("LIV Golf") is a professional golf tour operating company which is financially backed by the Public Investment Fund of Saudi Arabia. LIV Golf has its

principal place of business in West Palm Beach, Florida, and is seeking to fairly compete against Defendants PGA TOUR and DP WORLD TOUR in this county, Florida, the nationally and internationally.

32. Recently, on or around June 6, 2023, it was announced that the PGA TOUR and DP WORLD TOUR had reached what in effect was a non-binding letter of intent to merge with LIV Golf to form one entity, but it is extremely unlikely that this proposed merger, which has not yet been committed to an actual agreement, will ever be approved by U.S. and European antitrust government authorities under existing antitrust, competition and unfair competition laws, given that the new entity would have a near 100% monopoly and would result in even greater supracompetitive ticket, concession and memorabilia and souvenir prices for consumers due to a lack of any competition between these proposed merged professional golf leagues. This proposed merger has already been opposed by hostile Democrat and Republican lawmakers as an alleged national security risk as well, and the U.S. Department of Justice's Antitrust Division has announced that it will review any proposed and actual attempted merger. The Federal Trade Commission, the British Competition and Markets Authority ("CMA") and the Competition Directorate of the Commission of the European Union are expected to also open investigations of this proposed merger, notwithstanding investigations which have been initiated in the U.S. Congress and in particular the U.S. Senate, where documents concerning the proposed merger have been requested, and if not provided voluntarily then subpoenaed, and officials from all of these tours have been called to testify publicly. For all intents and purposes, despite the announced proposed merger, LIV Golf remains and thus will remain very much a competitor to the PGA TOUR and its alter-ego and admitted partner, the DP WORLD TOUR, both of which are aligned in the conspiratorial conduct alleged herein by and with all of the Defendants. As a

result, it is highly improbable that the merger as proposed will ever be approved and to the contrary it is likely to be blocked by government authorities in the United States, Great Britain, and continental Europe, in the anticompetitive manner proposed by these three tours and which black letter, established, and well-accepted antitrust and competition law prohibits given the market concentration and share among the tours in Florida, nationally and internationally as has been proposed to come into being with the proposed merger.

33. LIV Golf held its inaugural professional golf tournament from June 9-11, 2022 at the Centurion Club in Hertfordshire, England. Later events in 2022 were held from June 30-July 2, 2022 at Pumpkin Ridge Golf Club in Portland, Oregon; July 1-3, 2022 at Trump National Golf Club Bedminster, New Jersey; September 2-4, 2022, at The International, Boston, Massachusetts; September 16-18, 2022, at Rich Harvest Farms, Chicago, Illinois; October 7-9, 2022, at the Stonehill Golf Club, Bangkok, Thailand; October 14-16, 2022, at the Royal Greens Golf Club, Jeddah, Saudi Arabia, including a recent season finale at the Trump National Doral, Florida, from October 28-30, 2022. Fourteen LIV Golf events have taken place and/or are planned for 2023 in Florida, nationally and internationally:

- a. February 24-26 Golf Mayakoba (El Camaleon)
- b. March 17 – 19 Marana, Tucson Arizona
- c. March 31 – April 2 – Orange County National, Orlando, FL
- d. April 21-23 – Adelaide, Australia
- e. April 28-30 – Singapore
- f. May 12 – 14 Broken Arrow, Tulsa Oklahoma
- g. May 26 -28 Trump National D.C., Washington, DC
- h. June 30 –July 2 Spain
- i. July 7-9 – Centurion London, UK
- j. August 4 – 6 West Virginia
- k. Aug. 11-13: Trump National Golf Club, Bedminster, N.J.
- l. Sept. 22-24: Rich Harvest Farms, Sugar Grove, Ill.
- m. Oct. 20-22: Trump National Doral, Miami, Fla.
- n. Nov. 3-5: Royal Greens Golf & Country Club, Jeddah, Saudi Arabia

34. Two of the 2023 LIV events have taken and will take place in Florida.

PGA Tour, Monahan, DP World Tour, and Pelley's Anticompetitive Conduct

35. On or around June 9, 2022, Defendant PGA TOUR announced the suspension, in collusion with the other Defendants, and in particular the Defendant DP WORLD TOUR and its commissioner Defendant PELLELY, of 17 PGA TOUR professional golfers who were participating in the LIV Golf's inaugural tournament. Since then, many more prominent golf professionals have joined the LIV Golf.

36. On June 24, 2022, Defendant DP WORLD TOUR, in lockstep with its alter-ego and admitted partner, the PGA TOUR, announced that it was fining and suspending each of the DP WORLD TOUR professional golfers who participated in the LIV TOUR's inaugural golf tournament in the amount of approximately \$125,000 and banned them from the upcoming Scottish Open, as well as the Barbasol Championship and the Barracuda Championship, with more sanctions to follow for any other golfer who joined the LIV Golf tour in the future.

37. Defendants PGA TOUR and DP WORLD TOUR (through Defendants MONAHAN and PELLELY), conspiring with TGC and OWGR, whose Governing Board members have included both Monahan and Pelley and now on surrogates and agents of Defendants MONAHAN, PELLELY, PGA TOUR and DP WORLD TOUR, have expressly agreed to suspend PGA TOUR and DP WORLD TOUR professional golfers who have participated in LIV Golf's professional golf tournaments, and also deny them OWGR points, as set forth in the following paragraphs and sections. These fines and suspensions are on-going with each new LIV event in 2023.

38. Even though Defendant PGA TOUR and the DP World Tour have announced its suspension of golfers who play in LIV Golf events, some professional golfers who have played in PGA TOUR events in this county, Florida and the United States and are dissatisfied with

Defendant PGA TOUR's and the DP World Tour's collusive anticompetitive practices have decided to play in LIV Golf tournaments, including some well-known and/or highly-ranked PGA TOUR players (*e.g.*, Phil Mickelson, Brooks Koepka, Dustin Johnson, Bryson DeChambeau, Patrick Reed, Kevin Na, Charl Schwartzel, Ian Poulter, Lee Westwood, and Sergio Garcia and an ever growing list of other world class players). More are expected to join the LIV Golf in the future³.

39. Notwithstanding the defection of tens of PGA TOUR players to LIV Golf, Defendant PGA TOUR's and the DP World Tour's suspensions and fining in the case of the DP World Tour of LIV Golf participants has had and will continue to have the anticompetitive effects of deterring many PGA TOUR professional golfers from playing in LIV Golf events and retarding LIV Golf's efforts to compete against Defendants PGA TOUR and DP WORLD TOUR.

40. Defendant PELLELY is not subject to the corporate shield doctrine because his participation in the anticompetitive agreement and conspiracy among the Defendants as alleged herein was not only for the benefit of DP WORLD TOUR, but also for his own personal benefit.

41. Defendant PELLELY serves as the CEO of the DP WORLD TOUR, which is, of course, beholden to and the alter-ego and admitted partner of the PGA TOUR. Thus, for Defendant PELLELY to remain in his prominent role as the CEO of the DP WORLD TOUR and

³ The current LIV roster includes: Abraham Ancer, Richard Bland, Dean Burmester, Laurie Canter, Paul Casey, Eugenio Chacarra, Bryson DeChambeau, Sergio Garcia, Talor Gooch, Branden Grace, Sam Horsfield, Charles Howell III, Dustin Johnson, Matt Jones, Martin Kaymer, Sihwan Kim, Brooks Koepka, Chase Koepka, Jason Kokrak, Anirban Lahiri, Danny Lee, Marc Leishman, Graeme McDowell, Phil Mickelson, Jediah Morgan, Sebastian Munoz, Kevin Na, Joaquin Niemann, Andy Ogletree, Louis Oosthuizen, Carlos Ortiz, Mito Pereira, Pat Perez, Thomas Pieters, James Piot, Ian Poulter, David Puig, Patrick Reed, Charl Schwartzel, Cameron Smith, Brendan Steele, Henrik Stenson, Cameron Tringale, Peter Uihlein, Harold Varner III, Scott Vincent, Bubba Watson, Lee Westwood, Bernd Wiesberger, and Matthew Wolff.

to enjoy all of the enormous personal benefits, financial and otherwise, that such a role provides, he personally participates in the anticompetitive agreement and conspiracy for his own continued benefit.

42. Defendant PELLEY has himself personally participated in the exclusion of LIV golfers, as shown through his conduct at the 2022 BMW PGA Championship. As a result of a temporary injunction, LIV golfers were allowed to play at this event, but Defendant PELLEY made sure to let them know that they were not welcome. Defendant PELLEY bragged publicly that LIV players would be excluded from the pro-am tournament, effectively barred from wearing LIV apparel and participating in golf media interviews, and would not be featured on TV⁴, in effect humiliating and telling LIV golfers that they were second class participants and undesirables.

43. And, lastly, Defendant PELLEY, as set forth above, personally and otherwise communicates into Florida on a daily and regular basis with the PGA TOUR to carry out the anticompetitive scheme and agreement to exclude LIV from the market as set forth herein, for his own personal benefit to retain his position with a lavish salary and perks, among other personal benefits.

OWGR'S Anticompetitive Conduct

44. Part and parcel to the anticompetitive scheme to exclude LIV from the market and destroy LIV as competitors is the OWGR's denial of world ranking points to LIV golfers. This is a lynchpin to the entire anticompetitive conspiracy and agreement between the Defendants, as without OWGR points, LIV golfers will not be able to compete at major tournaments and other

⁴ Mike Hall, Keith Pelley Confirms Stance On LIV Players In BMW PGA Field, Golf Monthly, Aug. 31, 2022, available at: <https://www.golfmonthly.com/news/keith-pelley-confirms-stance-on-liv-players-in-bmw-pga-field>

PGA Tour and DP World Tour sponsored tournaments, therefore eliminating LIV as a competitor to the PGA TOUR and the DP WORLD TOUR.

45. A controlling if not highly influential portion of OWGR's Governing Board is comprised of agents of the PGA TOUR and DP WORLD TOUR and their surrogates and agents, which means that any decision that OWGR makes is in effect made and implemented by PGA TOUR and its alter-ego and admitted partner, the DP WORLD TOUR. In other words, the OWGR is nothing more than a captive front for and anticompetitive vehicle and instrumentality of the PGA TOUR and the DP WORLD TOUR.

46. OWGR has allowed, conspired and colluded with the PGA TOUR to infiltrate and change the OWGR system by way of the "new" system that was not coincidentally rolled out on August 8, 2022, and put into effect August 15th, 2022, after LIV Golf was formed and put into operation. This is evident from reports from the PGA TOUR, DP WORLD TOUR, as well as OWGR that there have been major talks and frequent discussions regarding the awarding of world ranking points with and for the PGA Tour and points allocated and awarded to other tours. The genesis OWGR's new system was first proposed to the OWGR by the PGA Tour in 2012 via Mark Broadie's study, "Are the Official World Golf Rankings Biased?" This was a means for the PGA Tour to infiltrate and collude with the OWGR system, and now with their newfound "Strategic Alliance" formed with the DP World Tour in November 2020, as it gave the PGA TOUR and DP WORLD TOUR more leverage to exercise their power and create more monopolistic control. The new anticompetitive Official World Golf Ranking System was not coincidentally designed by the PGA Tour's very own, Mark Broadie, who is credited with creating the "strokes gained" statistic often used in golf.

47. OWGR conspired with and acted in concert with the PGA TOUR and its agents to create a new system that effectively takes away 33% and 66% of the DP WORLD TOUR and Asian Tour world ranking points respectively. The only tour unequivocally unaffected by the new system is the PGA TOUR. This new system is dictating to the relevant market that one will never be a top player in the world unless you play on the PGA TOUR and DP World Tour, as the OWGR conspired and acted in concert with the Defendants to cause this happen, and even more, adding insult to the antitrust consumer injury, has backed the PGA TOUR and colluded with the PGA TOUR and DP WORLD TOUR to keep LIV Golf players from receiving world ranking points, which they need to qualify for major tournaments in particular, as well as to obtain exemptions. It is thus imperative that the OWGR be hailed into this Florida court to account for its anticompetitive behavior and acts alongside the other Defendants, which whom they have conspired and acted in concert with in and into Florida as joint tortfeasors, to the detriment of consumers, tournaments, players, and others who are damaged by implementing a system that rewards a few tours and its players at the expense of every other tour and their players in this county, Florida, nationally and internationally. Thus, OWGR and its members, which include the PGA TOUR and the DP WORLD TOUR, have major conflicts of interest in deciding LIV Golf players' ability to receive crucial OWGR points. OWGR world ranking points also effect players' contracts, their ability to gain sponsorship agreements, notoriety and reputations and good will, not to mention their ability to qualify for the most prestigious events in this county, Florida, nationally and internationally, and for the best players in the world to appear and compete in the Major Championships and other tournaments. This damages consumers, as they are unable to get the benefit of their bargain in purchasing tickets to golfing events to see LIV

players, as many do not qualify to participate in events due to not having world ranking points or enough world ranking points.

48. Despite the head of OWGR, Mr. Pegter Dawson's self-serving and false assertions that consideration of whether LIV golfers would be eligible for OWGR points is still ongoing, and has not yet been finally denied, the cold, hard fact is that since LIV was created and held its first event over one (1) year ago on June 9, 2022, its golfers have not received OWGR points, causing LIV players to tumble in OWGR ranking boards.⁵ Thus, the anticompetitive effect has already been felt.

49. Due to the indisputable fact that OWGR is primarily controlled by the PGA TOUR and DP WORLD TOUR, as shown above, and its methodology is essentially not just designed by but also implemented by the PGA TOUR, it is a near certainty that the Defendants' plan was to falsely drag out its "deliberation" on LIV long enough to destroy LIV as a competitor, all the while denying LIV golfers OWGR points and therefore preventing them from competing in the market.

50. This is conclusively shown through the fact that the MENA Tour and the Gira de Golf Profesional Mexicana ("GGPM") have both been granted OWGR inclusion. Both MENA and GGPM use the same 54-hole format that LIV does, which means that the use of a 54-hole format, which was previously advanced as an excuse to not grant LIV Golf OWGR points, is not relevant. Thus, this again conclusively shows the clear intent by the OWGR, in concert with the PGA TOUR and DP WORLD TOUR who control its Governing Board, to deny LIV Golf OWGR points in order to perpetrate the anticompetitive agreement and conspiracy. Importantly

⁵ Adam Woodard, Just how far have LIV Golf players fallen in the Official World Golf Ranking?, Golfweek, Mar. 14, 2023, available at: <https://golfweek.usatoday.com/2023/03/14/liv-golf-news-owgr-ranking-points/>

by virtue of LIV Golf's Strategic Alliances with these two other tours, such that LIV tournaments are Mena and GGPM tournaments as well, it is clear that membership into OWGR for LIV Golf is not going to occur and has in practice been denied, in furtherance of the conspiratorial anticompetitive scheme as alleged herein.

51. OWGR's role in this anticompetitive scheme is no secret. PGA Tour of America CEO Seth Waugh, and not coincidentally OWGR Governing Board member, publicly made scathing and boasting comments about denying world ranking points to LIV players:

In the interview with *The Times*, Waugh, also a member of the Official World Golf Ranking's governing board, also said he had problems with LIV Golf's application for its events to receive world-ranking points. The tour currently receives none, and its players have fallen in the standings — which are critical for entry into the major championships.

“There are certain parts of their structure that can be solved by math, but there may be some pretty fundamental things that are harder,” Waugh told *The Times*. “There's the potential conflict with the team aspect and then access — how do you get relegated and promoted?”

“They had our latest response weeks ago, and we haven't heard back. They have made a bad assumption that this will be a quick process. It never has been. Every application has taken a year-plus as far as I'm aware⁶.”

52. The same was written about in an article by Kevin Garside, where this golf sports writer concluded that the OWGR was the “gatekeeper” to entry into the professional golf market, and that it was completely controlled by the PGA TOUR and the DP WORLD TOUR :

Since the ranking system is essentially governed by representatives of the two principal tours [PGA Tour and DPWT] and the four major championships it is the most effective way for the established order to keep LIV on the outside.⁷

⁶ Nick Piastowski, *At some point, burning it doesn't feel very good': PGA boss slams LIV Golf*, Golf.com, May 14, 2023, available at: <https://golf.com/news/at-point-burning-good-pga-slams-liv-golf/>.

⁷ Kevin Garside, *LIV Golf rebels promise to tear up PGA Championship in fight against sport's unfair rankings system*, I News, May 15, 2023, available at: https://inews.co.uk/sport/golf/liv-golf-rebels-pga-championship-fight-rankings-system-2341614?ico=most_popular

53. The anticompetitive effect of OWGR's actions have been severely experienced and felt in Florida, as there have been numerous professional golf tournaments held in Florida which Plaintiff KLAYMAN attended that LIV golfers were unable to participate in due to their not having enough OWGR points.

TGC's Anticompetitive Conduct

54. The anticompetitive damage and harm done by suspensions and fines, and the discriminatory denial of OWGR by the PGA TOUR and DP WORLD TOUR, and OWGR, are being compounded by defamatory, falsely injurious, and tortious illegal conduct by Defendant TGC, the admitted partner of the PGA Tour, and its hosts and analysts, who continuously broadcast and reap large profits in this county, Florida, nationally and internationally, that LIV and its players are cavorting with and are effectively murderers and terrorists by playing professional golf and accepting blood money to play professional golf from LIV Golf, which is financed by the Saudi Investment Fund.

55. This is intended to make LIV Golf and its players "radioactive lepers," depriving them and LIV Golf of networks who will broadcast their events, also scaring away sponsors, many of whom have dropped or will now not contract with LIV Golf players as a result, and reducing the market value of LIV players and LIV Golf, endangering the safety of LIV players and their families, as well as effectively shaming and threatening consumers not to attend LIV Golf events for fear as being branded as persons who would aid and abet murderers, acceptors of blood money and terrorists, as well as subjected to persons who might cause violence to LIV Golf and its players as a result of TGC's having publicly trashed and branded LIV Golf players as murderers, acceptors of blood money and enablers of terrorists, meaning the Saudis.

56. Through the recently announced proposed merger, the Defendants, including TGC, have admitted that the whole “Saudi-involvement” narrative was nothing more than an phony anticompetitive public relations campaign to smear LIV Golf and its players for anticompetitive purposes, as now Defendants PGA TOUR and DP have agreed to and now conveniently have no problem “joining hands” with the Saudi Public Investment Fund, which currently finances LIV Golf and is heavily invested elsewhere in Florida, nationally and internationally, in the proposed merger.

57. TGC, as the admitted media partner of the PGA TOUR and DP WORLD TOUR, participates in organizing and sanctioning professional tournaments. It would be impossible for TGC to serve as the “media partner” for the PGA TOUR and DP WORLD TOUR without its playing a substantial role in organizing professional tournaments. PGA TOUR and DP WORLD TOUR officials would necessarily have to coordinate, schedule, and collaborate with TGC officials in order to put on any professional tournament. This will be borne out further in discovery.

58. TGC is also a direct competitor of LIV, as LIV also broadcasts professional golf, whether through its own streaming services or through the CW Network. Thus, if LIV was allowed to become successful, then TGC’s viewership, ad revenue and viewership will decline. Thus, TGC’s future is directly linked to the success of the PGA TOUR and DP WORLD TOUR due to TGC being contractually bound agents of the PGA TOUR and DP WORLD TOUR.

59. TGC’s role in the anticompetitive conspiracy among the Defendants and the anticompetitive effect of its actions is clear:

- a. Keep LIV Off Television: This is TGC’s key driving force behind their anticompetitive conduct. By falsely painting LIV and its players as “murderers and terrorists” who are playing for “blood money,” TGC is able to make LIV and its players “radioactive lepers” that major networks will not want to get involved

with. This ensures that TGC remains at the top of the golf media and does not face competition from a major network such as ABC picking up LIV broadcasts.

- b. Scaring Away Sponsors: In the same vein, another one of TGC's key contributions to the anticompetitive scheme is the scare sponsors away from LIV and its golfers. Again, by falsely painting LIV and its players as "murderers and terrorists" who are playing for "blood money," TGC is able to make LIV and its golfers extremely undesirable to sponsors who are afraid of public backlash. This has resulted in a real effect on LIV golfers, as many are having a great deal of difficulty holding onto existing sponsors or getting new ones.⁸ And, in lockstep with the first point above, sponsors will likely not want to sponsor LIV players if they are not on a major network, as there will be far fewer eyes on their products.
- c. Scaring Away and Threatening Fans: TGC's other key role is to scare fans away from attending LIV events. By falsely painting LIV and its players as "murderers and terrorists" who are playing for "blood money," TGC has been able to scare away consumers by effectively shaming and threatening consumers not to attend LIV Golf events for fear as being branded as persons who would aid and abet murderers, acceptors of blood money and terrorists, as well as subjected to persons who might cause violence to LIV Golf and its players as a result of TGC's having trashed LIV Golf players as murderers, acceptors of blood money and enablers of terrorists, meaning the Saudis. This has resulted in real-life danger to LIV players and its fans, as evidenced by the fact that at the recent LIV Golf event at Trump National Doral in Miami, Florida, consumer spectators and LIV players and their staff experienced a bomb threat, which while the Miami Police Department investigated, halted play during the final round.

60. Indeed, Defendants MONAHAN, PELLY, PGA TOUR, DP WORLD TOUR and TGC have consistently called LIV Golf not by its legal and rightful name, but instead the Saudi Tour or Saudi League, showing that each and every Defendant has been a part of the coordinated conspiracy and agreement to use the narrative and trade disparagement of LIV Golf's association with Saudi Arabia as a means to destroy it as a competitor.

⁸ As more evidence of collusion and coordination, the PGA Tour has also informed sponsors that they will not be able to sponsor its players if they also sponsor LIV players, severely harming LIV's ability to get sponsorships. See Michael McCarthy, *Golf Sponsors Dump PGA Tour Players Defecting To Rival LIV*, Front Office Sports, Jun. 1, 2022, available at: <https://frontofficesports.com/dustin-johnson-pga-tour-liv-sponsors-rbc-dump-greg-norman-graeme-mcdowell/>

61. Tortious conduct can serve as anticompetitive acts. ABA Antitrust Law Section, Antitrust Law Developments (9th ed. 2022). “Some claims under Section 2 are asserted based upon conduct that is independently prohibited as tortious or otherwise illegal.” *Id.* at 319.

Furthermore:

The court emphasized that there must be some anticompetitive effect resulting from such tortious conduct, but noted that such anticompetitive conduct could come in many forms...merely because a particular practice might be actionable under tort law does not preclude an action under the antitrust laws as well...Anticompetitive conduct can come in too many different forms and is too dependent upon context for any court or commentator every to have enumerated all the varieties. *Id.* at 319-20.

62. These fundamental principles were also set forth in *Conwood Co., L.P. v. U.S. Tobacco Co.*, 290 F.3d 768, 783-84 (6th Cir. 2002, which found that “merely because a particular practice might be actionable under tort law does not preclude an action under the antitrust laws as well.”). The same applies to *RaceTech, LLC v. Kentucky Downs, LLC*, 2016 U.S. Dist. LEXIS 32101 at *4 (holding a §2 counterclaim based on communications disparaging defendant may be valid even the absence of an actual injury.) This same bedrock principle that product disparagement can serve as a basis for antitrust injury has been upheld in Florida’s courts as well in *Astrotel, Inc. v. Verizon Fla., LLC*, 2012 U.S. Dist. LEXIS 63172 *8-10 (M.D. Fla. 2012). In *Astrotel*, the Court found that the Plaintiff had properly pled a claims for monopolization and attempted monopolization against Verizon. *Id.* at 8-13. In doing so, the Court cited Verizon’s “misrepresentation regarding AstroTel’s services,” i.e. trade disparagement or defamation, as an anticompetitive act. *Id.* at 10.

63. Thus, in sum, there is a collusive, coordinated effort to destroy LIV Golf and its players in their infancy, thus depriving Plaintiff KLAYMAN as a consumer and other members of the putative plaintiff class, from paying low prices for tickets to, concessions, memorabilia

and souvenirs at PGA Tour events, reaping the full benefit of their having purchased tickets, attending and enjoying PGA Tour events in this county, Florida, nationally and internationally. Plaintiff KLAYMAN as a consumer and other members of the putative plaintiff class have seen the quality of the product that they are paying for at PGA Tour events be diluted and destroyed by a deterioration of the talent level at PGA Tour events due to the exclusion of many of the top players in the world who have signed to LIV Golf.

64. The result of this anticompetitive conduct by each and every Defendant is that competition has been severely harmed. This has had the effect of raising prices to purchase tickets, concessions, memorabilia and souvenirs to and at PGA TOUR events, as without competition from LIV Golf, this has driven and will drive further over time PGA TOUR tickets and concession and memorabilia and souvenir prices higher, also harming consumers who attend and participate in PGA TOUR events. Black letter law accords standing to sue for antitrust relief and remedies to Plaintiff KLAYMAN and the putative class of consumers under these circumstances. *See e.g. Farina v. UPS (In re EVIC Class Action Litig.)*, 2002 U.S. Dist. LEXIS 14049 (S.D. N.Y. 2002); *Reilly v. Hearst Corp.*, 107 F. Supp. 2d 1192 (N.D. Cal. 2000); *Mack v. Bristol-Myers Squibb Co.*, 673 So. 2d 100, 110 (Fla. Dist. Ct. App. 1996); *In re Cast Iron Soil Pipe & Fittings Antitrust Litig.*, 2015 U.S. Dist. LEXIS 121620 (E.D. Tn.), which are examples of a myriad of case precedent which acknowledge the antitrust standing of consumers to seek remedial relief from anticompetitive conduct among the states and the United States as a whole.

65. The relevant product market for the causes of action set forth below is the market for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

66. The relevant geographic market for the causes of action set forth below is Florida and the United States.

67. On information and belief, Defendant PGA TOUR including its subsidiaries, agents and/or assigns sanctions substantially more than 90 percent of the professional golf tournaments in Florida and the United States and with its subsidiaries, agents and/or assigns is the dominant organizer of professional tournament golf in the United States. Defendant PGA TOUR thereby has monopoly power in the United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

68. As set forth above Plaintiff KLAYMAN has purchased spectator admission to at least four (4) PGA TOUR-organized and sanctioned events in this country and in Florida for 2023 and will purchase more as they come online. Plaintiff KLAYMAN is thereby representative of a class of plaintiffs who are citizens and residents of Florida and have purchased admission to PGA TOUR organized and sanctioned professional golf tournaments which are hosted in this county, Florida and/or in other states outside of Florida.

69. As a result of Defendants' conspiratorial and concerted conduct, Plaintiff KLAYMAN and the proposed plaintiff class of similarly-situated Florida residents have suffered damages greater than \$30,000 in *toto*, accounting for the supracompetitive prices paid by KLAYMAN and the plaintiff class for admission to PGA-organized tournaments in Florida, as well as other harm and damage as alleged herein, such as their inability to reap the benefit of seeing and enjoying as consumer spectators all professional golfers, including those of and from LIV Golf play in PGA TOUR events in this county, Florida, and nationally. As professional golfers are independent contractors, except for the suspensions, fines and other anticompetitive acts complained of herein, they have never before been shut out of playing on different tours and major world championships, as well as earning crucial world ranking points afforded by Defendant OWGR.

70. Pursuant to the express language of Fla. Stat. § 542.16, “[t]he Legislature declares it to be the purpose of this act to complement the body of federal law prohibiting restraints of trade or commerce in order to foster effective competition. It is the intent of the Legislature that this act be liberally construed to accomplish its beneficial purpose.” Thus, it is clear that this should be construed to apply to both direct and indirect purchasers. It is also indisputable that even indirect purchasers can assert claims under the FDUTPA. “Permitting indirect purchasers to sue under the Florida DTPA effectuates the consumer protection policies of the Florida DTPA, but is not adverse to the purposes of the Antitrust Act. Moreover, to accept the argument of defendants, which would eliminate a remedy provided to an entire class of consumers - indirect purchasers who have been damaged by alleged illegal price-fixing - would be wholly contrary to the legislature's intent in enacting the Florida DTPA.” *Mack v. Bristol-Myers Squibb Co.*, 673 So. 2d 100, 110 (Fla. Dist. Ct. App. 1996).

71. There has been absolutely no showing that Plaintiff KLAYMAN and the rest of the putative class were making indirect purchases when they purchased tickets to PGA Tour events, particularly since the PGA Tour has held themselves out as the seller of these tickets.

72. However, even in the unlikely event that Plaintiff KLAYMAN and the rest of the putative class are indirect purchasers, they still have viable causes of action under both the FDUTPA as well as Florida’s antitrust statutes which subsume the FDUTPA, as it is to be “liberally construed.” Fla. Stat. § 542.16. Antitrust standing depends on the particular facts of each case and is not a frozen and rigid body of law.

73. Florida antitrust and unfair competition law is much broader, as designed by the Florida legislature, than federal antitrust law and is not wedded to past precedent, since in effect

the Court and/or the jury can determine actionable anticompetitive misconduct on an evolving fact specific case by case basis.

FACTS PERTAINING TO CONSPIRACY

74. The Defendants have, each and every one of them acting in concert as joint tortfeasors, all entered into an agreement and/or conspired to restrain trade by trying to destroy LIV as a competitor to the PGA TOUR and DP WORLD TOUR.

75. In order to effectuate the anticompetitive agreement and conspiracy between all of the Defendants, each and every Defendant is in constant contact and communication with each other systematically and regularly if not daily in and into Florida where the ringleaders of this anticompetitive conduct, the PGA Tour and Monahan, are located and reside in Ponte Vedra, Florida in order to carry out the anticompetitive agreement and conspiracy.

76. Overt acts performed as part of the anticompetitive agreement and conspiracy, as set forth above, include, but are not limited to:

- a. PGA TOUR and DP WORLD TOUR excluding LIV golfers from the market and preventing them from being able to participate in PGA TOUR and DP WORLD TOUR events.
- b. OWGR, with its Board of Governors being controlled by the PGA TOUR and DP WORLD TOUR and its surrogates and agents, formulating its points in a way that is carefully designed and crafted by the PGA TOUR and DP World TOUR to prevent LIV players from being able to earn OWGR points, and which has caused LIV golfers to not earn any OWGR points in the year plus since LIV held its first event, thereby eliminating LIV as a competitor to the PGA TOUR and DP WORLD TOUR.

- c. TGC, at the direction of, and in concert with its co-Defendants, falsely branding LIV golfers as being murderers and acceptors of blood money who are “in bed with” and who “work directly for” a murderous Saudi regime in order to (1) keep LIV off television, (2) scare away sponsors, and (3) scare away and threaten fans

77. Every single overt act was done in concert with, and as part of an agreement with the PGA TOUR and MONAHAN, with which each and every other Defendant has ongoing contractual relationships and/or partnerships with.

78. In order to carry out this conspiracy, each and every Defendant has had constant contact and communication with the PGA TOUR and MONAHAN in Florida, which even has been shown just through the limited discovery that has occurred so far.

FIRST CAUSE OF ACTION
Concerted Refusal to Deal

79. Plaintiff KLAYMAN re-alleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

80. Defendant PGA TOUR (through Defendant MONAHAN and others), has agreed with Defendant DP WORLD TOUR (through Defendant PELLEY and others), conspiring with TGC and the OWGR, to fine and/or suspend professional golfers who have participated in LIV Golf tournaments (hereinafter “LIV professional golfers”) and exclude LIV professional golfers from participating in the professional golf tournaments Defendants PGA TOUR and DP WORLD TOUR organize and sanction in their respective geographic markets as set forth herein. The purpose and effect of this concerted refusal to deal is to discourage skilled, popular professional golfers from participating in LIV Golf tournaments and to thereby prevent LIV Golf from competing effectively against Defendants PGA TOUR and DP WORLD TOUR and foreclose LIV Golf from entering this county, Florida, the United States and European and other

world golf markets for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

81. The relevant product market for this cause of action is the market for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

82. The relevant geographic market for this cause of action is the United States.

83. On information and belief, Defendant PGA TOUR, including its subsidiaries, agents, assigns and/or licensees sanctions substantially more than 90 percent of the professional golf tournaments in the Florida and the United States and with its subsidiaries, agents, assigns and/or licensees is the dominant organizer of professional tournament golf in Florida and the United States. Defendant PGA TOUR thereby has monopoly power in the Florida and United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

84. Defendant PGA TOUR's exercise of its monopoly power as the dominant organizer of professional golf tournaments in Florida and the United States and its agreement with Defendant DP WORLD TOUR, in conspiracy with the other Defendants, to suspend participants in LIV Golf tournaments have the purpose and effect of discouraging and even precluding PGA TOUR professional golfers from participating in LIV Golf tournaments in the United States and worldwide. Defendant PGA TOUR's abuse of its monopoly power and its agreement with DP WORLD TOUR to suspend and/or fine participants in LIV Golf tournaments, in concert with the other Defendants, thereby retards LIV Golf's ability to organize and sanction professional golf tournaments in this county, Florida, the United States and worldwide and has the anticompetitive purposes and effects of maintaining Defendant PGA TOUR's monopoly power in this country, Florida, the United States and preventing competition

from LIV Golf in the sale of admission to tournament spectators, including Plaintiff KLAYMAN, the putative plaintiff class, and other fans of professional golf in the United States.

85. Defendants' concerted refusal to deal with PGA TOUR professional golfers who participate in LIV Golf tournaments lacks any procompetitive effects or justifications and thereby violates Section 542.18 of the Florida Antitrust Act, Fla. Stat. § 542.18, whether it is viewed under a rule of reason or a per se analysis.

86. Defendants' concerted refusal to deal with PGA TOUR professional golfers who participate in LIV Golf tournaments has caused Plaintiff KLAYMAN and the putative plaintiff class to suffer antitrust injury, that is, injury of the type the Florida antitrust laws are intended to prevent, by maintaining supracompetitive prices for spectator admission, concessions, memorabilia, and souvenirs to and at PGA TOUR-organized and sanctioned golf tournaments in this county, Florida, and the United States, as well as the other consumer damage and harm as set forth herein in the preceding paragraphs of this Class Action Complaint and elsewhere.

SECOND CAUSE OF ACTION
Market Division

87. Plaintiff KLAYMAN re-alleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

88. Defendants PGA TOUR and DP WORLD TOUR, in conspiracy with the other Defendants, are engaged in a horizontal agreement between them (implemented by Defendants MONAHAN and PELLELY) to retard entry by and exclude competition from LIV Golf in the Florida, the United States and European markets for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

89. The Defendants' horizontal division of markets has been effectuated by their concerted refusal to deal set forth in the First Cause of Action above.

90. The relevant product market for this cause of action is organizing, sanctioning, and offering spectators admission to professional golf tournaments.

91. The relevant geographic market for this cause of action is Florida and the United States.

92. The horizontal division of markets by Defendants PGA TOUR and DP WORLD TOUR has the purpose and effect of retarding entry by and excluding competition from LIV Golf in this county, Florida, the United States and European and world markets for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

93. Defendant PGA TOUR's and the other Defendants' participation in the above-described horizontal division of markets has the purpose and effect of enabling Defendant PGA TOUR to preserve and maintain its dominant position in this county, Florida, and thus the United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

94. Defendants' horizontal market division scheme is a per se violation of Section 542.18 of the Florida Antitrust Act, Fla. Stat. § 542.18.

95. Defendants' horizontal market division scheme has caused Plaintiff KLAYMAN and the putative plaintiff class to suffer antitrust injury, that is, injury of the type the Florida antitrust laws are intended to prevent, by maintaining supracompetitive prices for spectator admission, concessions, memorabilia and souvenirs to PGA TOUR organized and sanctioned golf tournaments in this county, Florida, and thus the United States, in addition to the harm and damage as set forth in the preceding paragraphs of this Class Action Complaint.

THIRD CAUSE OF ACTION
Monopolization

96. Plaintiff KLAYMAN re-alleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

97. The relevant product market for this cause of action is organizing, sanctioning, and offering spectators admission to professional golf tournaments.

98. The relevant geographic market for this cause of action is Florida and the United States.

99. Defendant PGA TOUR including its subsidiaries, agents, assigns and/or licensees sanctions substantially more than 90 percent of the professional golf tournaments in the United States and with its subsidiaries is the dominant organizer of professional tournament golf in the United States. Defendant PGA TOUR thereby has monopoly power in the Florida and the United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments.

100. Defendant PGA TOUR thereby has the power to maintain and increase, if not inflate, the price of spectator admission at professional golf tournaments in Florida and the United States free of competition from other golf tournament organizing and sanctioning organizations.

101. By the concerted refusal to deal and horizontal market division scheme described in First and Second Causes of Action above, Defendants PGA TOUR and MONAHAN, acting in concert with the other Defendants as joint tortfeasors, seek to retard entry by and exclude competition from LIV Golf and preserve and maintain Defendant PGA TOUR's monopoly power over organizing, sanctioning, and offering spectators admission to professional golf tournaments in the United States. Defendant PGA TOUR is thereby monopolizing the market

for organizing, sanctioning, and offering spectators admission to professional golf tournaments in the United States in violation of Section 542.19 of Florida's Antitrust Act, Fla. Stat. § 542.19.

102. Even without an agreement between Defendant PGA TOUR and Defendant DP WORLD TOUR, in conspiracy with the other Defendants, to suspend and/or fine PGA TOUR professional and DP World Tour golfers who participate in LIV Golf tournaments, and even without a horizontal agreement between those Defendants to divide the United States and European and world markets between them, that is to say, even if Defendant PGA TOUR and its admitted partner the DP World Tour acted unilaterally in adopting a policy and practice of suspending and/or fining professional golfers who participate in LIV Golf tournaments, it would have the purposes and effects of retarding entry by and excluding competition from LIV Golf and preserving and maintaining Defendant PGA TOUR's and its admitted partner the DP World Tour's monopoly power. Even a unilateral suspension and/or fining of professional golfers who participate in LIV Golf tournaments – by preserving and maintaining Defendant PGA TOUR's and the DP World Tour's combined monopoly power as part and parcel to their Strategic Alliance– is exclusionary and anticompetitive and would be unlawful monopolization in violation of Section 542.19 of the Florida Antitrust Act, Fla. Stat. § 542.19.

103. Defendants PGA TOUR's and the DP World Tour's monopolization, conspiring and acting in concert with the other Defendants as joint tortfeasors, of the Florida and United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments has caused Plaintiff KLAYMAN and the proposed plaintiff class to suffer antitrust injury, that is, injury of the type the Florida antitrust laws are intended to prevent, by maintaining supracompetitive prices for spectator admission, memorabilia and souvenirs to and at PGA

organized and sanctioned golf tournaments in Florida and the United States, as well as the other harm and damage as set forth in preceding paragraphs of this Class Action Complaint.

FOURTH CAUSE OF ACTION
Attempt to Monopolize

104. Plaintiff KLAYMAN re-alleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

105. The relevant product market for this cause of action is organizing, sanctioning, and offering spectators admission to professional golf tournaments.

106. The relevant geographic market for this cause of action is Florida and the United States.

107. Defendant PGA TOUR (including its subsidiaries) sanctions substantially more than 90 percent of the professional golf tournaments in the United States and with its subsidiaries is the dominant organizer of professional tournament golf in Florida and the United States. Defendant PGA TOUR's and the DP's World Tour combined market power in Florida and the United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments. In this regard, the DP World Tour co-sanctions tournaments and events in the United States with the PGA Tour and they both coordinate scheduling of events not to conflict where possible with the other's.

108. Defendant PGA TOUR thereby has the power to maintain and increase, if not inflate, the price of spectator admission, concessions, memorabilia and souvenirs at professional golf tournaments in Florida and the United States free of competition from other golf tournament organizing and sanctioning organizations.

109. By the concerted refusal to deal and horizontal market division scheme described in First and Second Causes of Action above, Defendants PGA TOUR and MONAHAN,

conspiring and acting in concert with the other Defendants as joint tortfeasors, seek to retard entry by and exclude competition from LIV Golf and preserve and maintain Defendant PGA TOUR's monopoly power over the organizing, sanctioning, and offering spectators admission to professional golf tournaments in the Florida and the United States.

110. With its dominant market share and existing monopoly power, and by its conduct as set forth in the First and Second Causes of Action above, Defendant PGA TOUR is dangerously likely to succeed in its efforts to exclude LIV Golf and all other competition from Florida and the United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments and to succeed in preserving and maintaining its monopoly power in the relevant market.

111. Defendant PGA TOUR is thereby attempting to monopolize the Florida and United States market for organizing, sanctioning, and offering spectators admission to professional golf in violation of Section 542.19 of Florida's Antitrust Act, Fla. Stat. § 542.19.

112. Even without an agreement between Defendant PGA TOUR and Defendant DP WORLD TOUR, in conspiracy with the other Defendants, to suspend PGA TOUR professional golfers who participate in LIV Golf tournaments, and even without a horizontal agreement between those Defendants to divide the Florida, United States, European, and world markets between them, that is to say, even if Defendant PGA TOUR acted unilaterally in adopting a policy and practice of suspending professional golfers who participate in LIV Golf tournaments, it would have the purposes and effects of retarding entry by and excluding competition from LIV Golf and preserving and maintaining Defendant PGA TOUR's monopoly power. Thus, even a unilateral suspension by Defendant PGA TOUR of professional golfers who participate in LIV Golf tournaments would be exclusionary, anticompetitive, and dangerously likely to succeed in

preserving and maintaining Defendant PGA TOUR's monopoly power. For these reasons, even without engaging in concerted action with Defendant DP WORLD TOUR and the other Defendants as joint tortfeasors MONAHAN and PELLE, Defendant PGA TOUR is engaged in an unlawful attempt to monopolize the relevant alleged market in Florida and the United States violation of Section 542.19 of the Florida Antitrust Act, Fla. Stat. § 542.19.

113. Defendants PGA TOUR's attempt, acting in concert with the other Defendants, to monopolize the Florida and United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments has caused Plaintiff KLAYMAN and the putative plaintiff class to suffer antitrust injury, that is, injury of the type the Florida antitrust laws are intended to prevent, by maintaining supracompetitive prices for spectator admission, concessions, memorabilia and souvenir to and at PGA organized and sanctioned golf tournaments in the United States, as well as the other harm and damage as set forth in the preceding paragraphs of this Class Action Complaint.

FIFTH CAUSE OF ACTION

Violation of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA")

114. Plaintiff KLAYMAN re-alleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

115. Each of the Defendants named herein have agreed acted in concert with each other with overt acts in furtherance of their conspiracy to restrain trade and commerce and commit unfair trade practices as joint tortfeasors in order to (i) refuse to deal with professional golfers who participate in LIV Golf tournaments; (ii) divide between Defendants PGA TOUR and DP WORLD TOUR their respective Florida, United States and European and world markets for organizing, sanctioning, and offering spectators admission to professional golf tournaments; (iii) enable and facilitate Defendant PGA TOUR's monopolization of the Florida and United

States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments; and (iv) enable and facilitate Defendant PGA TOUR's attempt to monopolize the Florida and United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments, all as set forth in the Background and Facts and the First through Fourth Causes of action above.

116. This illegal conduct was done in commerce in the Florida and the United States.

117. This illegal conduct caused and causes continuing injury to Plaintiff Klayman and the putative class, as both a direct and/or an indirect purchaser, as supracompetitive prices for spectator admission to PGA organized and sanctioned golf tournaments in the United States, and specifically in Florida, were passed on the Plaintiff KLAYMAN as a purchaser and spectator, either from the Defendants directly, or indirectly as well.

118. Based on the foregoing, Defendants engaged in unfair and deceptive acts in violation of Fla. Stat. §§ 501.201 *et seq.*

119. Plaintiff KLAYMAN was at all material times, a resident and citizen of Florida. During the relevant time period, the PGA Tour, its agents, assigns and/or licensees have organized and put on numerous PGA organized and sanctioned golf tournaments in this county, Florida, as Ponte Vedra, Florida is the headquarters of the PGA, and Palm Beach County and Florida are golf capitols of the United States. As a result of the Defendants' presence in Florida, as alleged above and herein, consumer purchases and Defendant the PGA Tour's sales in Florida, the substantial business Defendants conduct in Florida, and the injury suffered in Florida, Plaintiff KLAYMAN and the putative class of consumers are entitled to the protection of the laws of Florida.

120. In violation of Fla. Stat. § 501.204, Defendants agreed to act, and did in fact act, in restraint of trade or commerce by affecting, fixing, controlling and/or maintaining at artificial and non-competitive levels, the prices of PGA organized and sanctioned golf tournament tickets and concessions in Florida. These acts constitute a common and continuous course of conduct of unfair competition by means of unfair, unlawful and/or fraudulent business acts or practices.

121. The conduct of the Defendants described herein - including but not limited to their violations of the Florida Antitrust Act - constitutes unfair and deceptive acts or practices within the meaning of FDUTPA, which is intended to “protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the course of any trade or commerce.” Fla. Stat. § 501.202(2). FDUTPA is also intended to “make state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection.” Fla. Stat. § 501.202(3).

122. Defendants’ illegal conduct is therefore in violation of FDUTPA, substantially affected Florida commerce, and injured Plaintiff KLAYMAN and the putative class in Florida, causing financial losses.

SIXTH CAUSE OF ACTION
Civil Conspiracy

123. Plaintiff KLAYMAN re-alleges and incorporates by reference the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

124. Defendants PGA TOUR, DP WORLD TOUR, MONAHAN, PELLEY, TGC and the OWGR, each and every one of them, have engaged in overt acts as set forth herein in furtherance of their civil conspiracy and acted in concert with each other as joint tortfeasors in order to (i) refuse to deal with professional golfers who participate in LIV Golf tournaments; (ii)

divide between Defendants PGA TOUR and DP WORLD TOUR their respective Florida, United States and European and world markets for organizing, sanctioning, and offering spectators admission to professional golf tournaments; (iii) enable and facilitate Defendant PGA TOUR's monopolization of the Florida and United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments; (iv) enable and facilitate Defendant PGA TOUR's attempt to monopolize the Florida and United States market for organizing, sanctioning, and offering spectators admission to professional golf tournaments, (v) engage in deceptive and unfair trade practices in violation of the FDUTPA, Fla. Stat. § 501.201 *et seq.*, all as set forth in the Background and Facts and the First through Fourth Causes of action above.

125. These are unlawful acts, and the Defendants have done these unlawful acts using unlawful means as set forth herein.

126. The Defendants have agreed to perform the overt acts alleged herein in furtherance of this civil conspiracy, as set forth in the Background and Facts and the First through Fourth Causes of Action above.

127. Plaintiff KLAYMAN and the putative plaintiff class have been damaged as a result of the overt acts performed as alleged herein in furtherance of Defendants' civil conspiracy described above

ANTITRUST AND FDUTPA INJURY AND DAMAGES

128. Defendants' concerted refusal to deal, horizontal market division, monopolization, and attempt to monopolize described in the First through Fourth Causes of Action above and the civil conspiracy described in the Fifth Cause of Action above have caused Plaintiff KLAYMAN and the putative plaintiff class to suffer antitrust injury, that is, injury of the type the Florida antitrust laws are intended to prevent, by maintaining supracompetitive

prices for spectator admission to and concessions, memorabilia and souvenirs at PGA TOUR organized and sanctioned golf tournaments in Florida and the United States, as well as the other harm and damage as set forth in the preceding paragraphs of this Class Action Complaint.

129. This action seeks actual and compensatory damages, in an amount to be determined, but in any event greater than \$30,000.00 in an amount to be determined by the jury, for the harm caused to Plaintiff KLAYMAN and the putative plaintiff class by Defendants' violations (as set forth in the First through Fifth Causes of Action above) of Sections 542.18 and 542.19 of the Florida Antitrust Act, Fla. Stat. §§ 542.18, 542.19, the FDUTPA, and by Defendants' civil conspiracy (as set forth in the Fifth Cause of Action above), said actual and compensatory damages to be trebled pursuant to Section 542.22(1) of the Florida Antitrust Act, Fla. Stat. § 542.22(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff KLAYMAN, in his individual capacity, and on behalf of the putative plaintiff class, prays for judgment against Defendants, jointly and severally, as follows:

A. Pursuant to Section 542.22 of the Florida Antitrust Act, Fla. Stat. § 542.22, and FDUTPA, awarding to Plaintiff KLAYMAN and the putative plaintiff class actual and compensatory damages in an amount to be determined, but in any event greater than \$30,000.00 in an amount to be determined by the jury, such actual and compensatory damages to be trebled in accordance with Section 542.22 of the Florida Antitrust Act, Fla. Stat. § 542.22.

B. Pursuant to Section 542.23 of the Florida Antitrust Act, Fla Stat. § 542.23, entry of preliminary and permanent injunctive relief prohibiting the Defendants from continuing the unlawful conduct set forth in the First through Fifth Causes of Action above and prohibiting their continued violation of the Florida Antitrust Act.

C. Pursuant to Section 542.22 and 542.23 of the Florida Antitrust Act, Fla Stat. §§ 542.22, 542.23, and FDUTPA, Fla. Stat. § 501.2105, awarding Plaintiff KLAYMAN and the putative plaintiff class the cost of suit, including reasonable attorneys' fees.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL CLAIMS SO TRIABLE.

Dated: June 22, 2023

Respectfully submitted,

/s/ Larry Klayman

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the Putative Class*