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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Ryan Gordon, an unmarried man;

Plaintiffs,
v.
13 Red Media, Ltd., a Nevada limited liability company, d/b/a Helix Studios; Keith Miller, an unmarried man, Individually and as Member/Manager of 13 Red Media, Ltd.; Chad Anderson, an unmarried man; John Does I-X and Jane Does I-X; Black Corporations I-X and White Limited Partnerships I-X;

Defendants,

Case No.

COMPLAINT

Trial by Jury Demanded

Plaintiff, by his attorneys, Callagy Law, P.C., as and for their Complaint, alleges as follows:

This is an action against Defendants, 13 Red Media, Ltd., a Nevada limited liability company, d/b/a Helix Studios; Keith Miller, individually and as Member/Manager of 13 Red Media, Ltd.; Chad Anderson, an unmarried man; John Does I-X and Jane Does I-X and White Limited Partnerships I-X (collectively the “Defendants”) for the monetary damages and injunctive relief for Defendants’ brazen breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, misappropriation of trade secrets,

1 defamation, aiding and abetting tortious conduct, and other inequitable and unlawful
2 conduct.

3 **PRELIMINARY STATEMENT**

4 1. This case involves the brazen and deceptive tactics employed by Defendants
5 13 Red Media Ltd., Keith Miller, and Chad Anderson to steal valuable intellectual property
6 from Plaintiff Ryan Gordon, debilitate Mr. Gordon's ability to pursue gainful employment,
7 tarnish his reputation, and jeopardize Mr. Gordon's ongoing and anticipated business
8 relationships.
9

10 2. Mr. Gordon, through substantial investment of time and energy, developed a
11 highly valuable brand, design, and product which Defendants, in their unrestrained greed,
12 coveted and conspired to obtain by unlawful means.
13

14 3. Mr. Gordon is a distinguished and accomplished videographer who regularly
15 produces content for the mainstream media industry.

16 4. Mr. Gordon's work product has been prominently featured on programs
17 broadcast by major news and entertainment networks and he has been employed by
18 national and international business and charitable organizations.

19 5. Utilizing his substantial talents and unique perspectives, Mr. Gordon has also
20 created a successful career as a videographer in the adult entertainment industry.
21

22 6. Mr. Gordon's unique brand, titled "Rugged Male", stands to produce
23 millions of dollars in profits each year.

24 7. Defendants, through carefully orchestrated design and deceit, have
25 misappropriated Mr. Gordon's trade secrets and methods to enable them to reproduce Mr.
26

1 Gordon's protected product without compensation and in violation of multiple federal and
2 state laws.

3 8. Defendants intentionally entered into a contract with Mr. Gordon, which they
4 had no intention of honoring, for the sole purpose of extracting and profiting from Mr.
5 Gordon's work product.
6

7 9. Defendants' conduct represents the precise kind of business conduct which
8 have resulted in laws prohibiting unfair competition and abusive business practices.

9 10. As a result of Defendants' willful, malicious conduct, Mr. Gordon has
10 suffered actual damages and severe reputational harm, justifying the award of punitive
11 damages in addition to a compensatory award.
12

13 **PARTIES**

14 11. Plaintiff Ryan Gordon is an individual residing in Maricopa County,
15 Arizona.

16 12. Defendant 13 Red Media Ltd. (hereafter, "13 Red") is a Nevada Limited
17 Liability Company, doing business in or causing actions and events to occur in Maricopa
18 County, Arizona, which give rise to these claims.

19 13. 13 Red operates under the trade name Helix Studios.
20

21 14. Defendant Keith Miller is an individual residing in Las Vegas, Clark County,
22 Nevada. Defendant Miller is the sole Member/Owner and sole Manager of Defendant 13
23 Red.

24 15. Defendant Chad Anderson is an individual who, on information and belief,
25 resides in Las Vegas, Clark County, Nevada. Defendant Anderson is in-house counsel for
26

1 Defendant 13 Red and Defendant Miller.

2 16. Defendants John Does I-X and Jane Does I-X are individuals and/or married
3 couples who are liable for the acts and omissions giving rise to this action, but whose
4 identities are not presently known to Mr. Gordon, and whose true names will be substituted
5 as discovered.

6
7 17. Defendants Black Corporations I-X and White Limited Partnerships I-X are
8 corporations, partnerships, limited partnerships, limited liability companies, or other
9 business entities authorized to do business and doing business in Arizona, who are liable
10 for the acts and omissions giving rise to this action, but whose identities are not presently
11 known to Mr. Gordon, and whose true names will be substituted as discovered.

12 **JURISDICTIONAL CLAIM**

13
14 18. This Court has jurisdiction over the subject matter of this action pursuant to
15 28 U.S.C. §§ 1332, as there is total diversity between the parties and the amount in
16 controversy exceeds the jurisdictional limit.

17 19. The Court has personal jurisdiction over Defendants because this action
18 arises out of Defendants' business activities conducted in this judicial district and
19 Defendants have committed unlawful acts within this State.

20 20. Venue is proper under 28 U.S.C. § 1391(b)(2).

21 **FACTS RELATED TO ALL CAUSES OF ACTION**

22
23 21. Mr. Gordon is an accomplished videographer who has created work for many
24 distinguished and prominent news and entertainment organizations.

25 22. Prior to the events described herein, Mr. Gordon had made arrangements to
26

1 perform work in the mainstream media industry for a number of notable employers.

2 23. Mr. Gordon is an award-winning photographer and videographer.

3 24. Mr. Gordon also creates content for the adult entertainment industry.

4 25. Because of the stigma attached to the adult entertainment industry, all of Mr.
5 Gordon's work within that industry was performed under a stage name, with the clear
6 intention to keep his true name from becoming associated with his work in the adult
7 industry. This practice is common within the adult entertainment industry.
8

9 26. For nearly twenty years, Defendant 13 Red Media and Defendant Miller have
10 produced adult entertainment content targeted to a male homosexual audience. Defendants'
11 product is typified by presenting "barely legal" male models, who are intentionally selected
12 for their effeminate and skinny appearances.
13

14 27. Since the inception of Defendants' business, the content they have produced
15 has remained essentially the same, focusing on the "barely legal" niche.

16 28. Defendant Chad Anderson is employed by Defendant 13 Red and Defendant
17 Miller as in-house counsel.

18 29. Independently of Defendants and prior to establishing any relationship with
19 Defendants, Mr. Gordon developed a brand and design for a new line of adult entertainment
20 content, featuring male models in the 200 lb range, bearded, with a distinctly rugged and
21 masculine appearance, between the approximate ages of 35 - 45.
22

23 30. On or about October 19, 2018, Mr. Gordon was contacted by Defendant
24 Miller via Twitter. Defendant Miller told Mr. Gordon that Miller and Defendant 13 Red
25 were looking for producers to create content for Defendants' adult entertainment business.
26

1 31. On or about October 19, 2018, Mr. Gordon and Defendant Miller had a phone
2 conversation in which Defendant Miller extolled the impressive and unique style of Mr.
3 Gordon's work product and Mr. Gordon's vision for future business in the adult
4 entertainment industry.

5 32. On or about October 20, 2018, Defendant Miller sent Mr. Gordon a text
6 message praising Mr. Gordon's work and seeking to schedule an in-person meeting. A
7 meeting was scheduled for November 4, 2018 in Palm Springs, California.

8 33. At Defendant Miller's request, Mr. Gordon traveled to Palm Springs and met
9 with Defendant Miller and a number of Defendant 13 Red's male models. At that meeting,
10 Defendant Miller offered to contract with Mr. Gordon to produce content for Defendant 13
11 Red of the same nature and style Defendants had been creating for nearly two decades.

12 34. Mr. Gordon declined Defendant Miller's proposal, and expressed that he was
13 not interested in reproducing Defendants' style of content because Mr. Gordon had created
14 and developed a new and unique brand of content.

15 35. Defendant Miller expressed significant interest in Mr. Gordon's original
16 brand and content, and they had a lengthy discussion regarding Mr. Gordon's work.

17 36. Defendant Miller invited Mr. Gordon to meet at Defendant 13 Red's offices
18 in Las Vegas, Nevada to discuss a potential business relationship, as Defendants were not
19 currently producing content similar to the unique content developed by Mr. Gordon.

20 37. Defendant Miller asked Mr. Gordon to remove himself from the open job
21 market in anticipation of developing an exclusive relationship with Defendants. Mr.
22 Gordon verbally agreed to do so.

1 38. On or about November 6, 2018, Mr. Gordon spoke by phone with, Aaron
2 Cumbey a.k.a. Kyle Ross, who was represented to Mr. Gordon as Defendant 13 Red's
3 Operations Manager. Mr. Gordon and Mr. Cumbey discussed Mr. Gordon's business and
4 production plan and Mr. Cumbey expressed that Defendants were willing and ready to
5 move forward with Mr. Gordon on this new brand of content.
6

7 39. On or about November 7, 2018, Mr. Gordon emailed Defendant Miller a
8 comprehensive and detailed "Look Book", which presented proof of Mr. Gordon's
9 concept, and his business plan for the new brand, which demonstrated the viability of Mr.
10 Gordon's product.

11 40. Defendant Miller responded by scheduling air travel for Mr. Gordon to fly
12 from Phoenix, Arizona to Las Vegas, Nevada for the purpose of executing a contract
13 whereby Defendants would purchase content from Mr. Gordon consistent with Mr.
14 Gordon's new brand.
15

16 41. Prior to traveling to Las Vegas, Nevada, and while still present in Phoenix,
17 Arizona, Mr. Gordon verbally agreed with Defendants that Defendants create and support
18 a new, Arizona based business entity, which would itself provide the funding needed to
19 launch Mr. Gordon's production activities.
20

21 42. On or about November 12, 2018, Mr. Gordon flew to Las Vegas, Nevada at
22 the behest of Defendants to discuss details of the production plan.

23 43. Between November 12-13, 2018, Mr. Gordon participated in several high-
24 level meetings with Defendants' staff and agents, including their Defendant Anderson,
25 f.k.a. Chad Belville. During these meetings, Mr. Gordon explained the new product design
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1 that he had developed so that Defendants and their staff would better be able to support
2 this new business endeavor, which had been titled “Rugged Male”.

3 44. On or about November 13, 2018, Mr. Gordon and Defendant Miller
4 developed a production schedule so that production of content could begin immediately,
5 with preparation for launch of the product and distribution through Defendant 13 Red in
6 January 2019.

7
8 45. Mr. Gordon and Defendant Miller, on behalf of Defendant 13 Red, executed
9 a written agreement, titled “Memorandum of Understanding”, which recorded the
10 compensation to be paid by Defendants to Mr. Gordon for his product. The written
11 agreement was drafted and prepared by Defendant Anderson.

12
13 46. Pursuant to the terms of the agreement, Mr. Gordon was to be paid an annual
14 salary of one hundred twenty thousand dollars (\$120,000.00) in the first year, and fifty
15 percent (50%) of the profits made from the new product thereafter. In consideration of
16 Defendants’ upfront investment, profits in the first year would be paid to Defendants, and
17 all subsequent profits would be split evenly between Mr. Gordon and Defendants.

18
19 47. It was estimated that Mr. Gordon’s product would yield as much as ten
20 million dollars (\$10,000,000.00) of gross revenue each year.

21
22 48. On November 13, 2018, while Mr. Gordon was flying back to Phoenix,
23 Arizona, Defendants issued a public press release via Defendants’ website and Twitter
24 account announcing that Mr. Gordon was going to be working with Defendants to produce
25 Mr. Gordon’s new content. The press release identified Mr. Gordon by his true name, rather
26 than his industry standard stage name, Jack Hudson. Mr. Gordon had not given Defendants
27

1 permission to use his true name in any publicly available media and explicitly informed
2 Defendants that he intended to use the moniker Jack Hudson.

3 49. Shortly after the press release was issued, Defendants provided Mr. Gordon's
4 name and extensive work in mainstream entertainment for high-profile clients to the blog
5 website STR8UPGAYPORN.COM, a leading adult industry publication. Mr. Gordon had
6 never given consent for this information to be disclosed by Defendants or their agents.
7

8 50. Upon learning that Defendants had publicly exposed Mr. Gordon's true name
9 in the adult industry and identified his past work in mainstream media, Mr. Gordon
10 immediately sought to have Defendants mitigate the harm that had been and would be
11 caused by the continued publication of his true identity. Defendants' agents contacted
12 STR8UPGAYPORN.COM and Mr. Gordon's information was removed, but his identity
13 had already been exposed.
14

15 51. As a result of the exposure of Mr. Gordon's true name, Mr. Gordon's
16 contracts and business relationships with entities in the mainstream media have been
17 jeopardized and harmed.

18 52. On or about November 17, 2018, Mr. Gordon, at Defendant Miller's request,
19 sent proofs and copies of the logos and brand identification mark styles that Mr. Gordon
20 had approved for the new Rugged Male brand to Defendant 13 Red's lead graphic designer,
21 thereby inviting input into the final design.
22

23 53. Unbeknownst to Mr. Gordon at that time, Defendants had begun to create
24 different logos for Mr. Gordon's brand which they would subsequently use in an effort to
25 falsely claim that Defendants were the originators of the mark.
26
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1 email to inquire about the delay securing the ruggedmale.com website. Mr. Gordon
2 explained that the failure to secure this website, which Defendants had promised to do as
3 part of their agreement, was preventing production from moving forward because potential
4 models were unable to verify the information Mr. Gordon was providing to them regarding
5 the new brand. Defendant Miller never responded to that email.
6

7 61. Between November 21 and December 31, 2018, Mr. Gordon continued work
8 on the production of the Rugged Male content, traveling throughout Arizona to capture “B-
9 Roll” footage of outdoor locations and events, including sunrises, sunsets, rivers, flora,
10 fauna, etc.

11 62. Mr. Gordon persistently attempted to contact Defendant Miller to express his
12 concern that the needed and promised equipment had not been provided, preventing Mr.
13 Gordon from fulfilling his contractual obligations in a timely manner. Mr. Miller responded
14 by cancelling Mr. Gordon’s scheduled film shoots and instructing Mr. Gordon to continue
15 producing the B-Roll footage in the interim.
16

17 63. Defendant Miller informed Mr. Gordon that additional time was needed to
18 acquire the equipment needed to proceed with production but that everything was being
19 addressed. Defendant Miller knew his statements were false when he made them.
20

21 64. In frustration over Defendants’ unfulfilled promises, Mr. Gordon’s assistant,
22 Hunter Storch, terminated his business relationship with Mr. Gordon.

23 65. In reliance on Defendants’ promises and the contractual agreement between
24 them, Mr. Gordon agreed to enter into a residential lease for a property in Peoria, Arizona
25 that was selected by Aaron Cumbey as a suitable location for production of both the
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1 Rugged Male content and potentially other content for Defendant 13 Red (the “Peoria
2 Studio House”). Mr. Gordon expressed a concern about the size and cost of the Peoria
3 Studio House, which was significantly more than he required as a single individual.
4 Cumbey assured Mr. Gordon that Defendant 13 Red would compensate Mr. Gordon by
5 way of “location fees” that would exceed the cost of leasing the Peoria Studio House.
6

7 66. Upon information and belief, Defendants had previously utilized properties
8 rented through AirBNB, despite contract terms prohibiting such actions, as locations for
9 their film shoots, and so required a more permanent location suitable for regular production
10 of the Rugged Male line.

11 67. In reliance on Mr. Cumbey’s promises as Defendant 13 Red’s Operations
12 Manager, Mr. Gordon entered into the lease agreement for the Peoria Studio House.
13

14 68. On or about December 18, 2018, after persistently following up multiple
15 times, Mr. Gordon was able to persuade Defendant Miller to launch the website,
16 ruggedmale.com. The website contained a copyright notice reading, “Copyright Ryan
17 Gordon 2018”. When Mr. Gordon subsequently informed Defendants of the dispute at
18 issue in this case, Defendants utilized their access and control over the website to remove
19 the copyright notice.
20

21 69. On or about December 21, 2018, Aaron Cumbey traveled to Arizona to train
22 with Mr. Gordon on the production of the Rugged Male content and serve as Mr. Gordon’s
23 production assistant. Mr. Cumbey worked with Mr. Gordon from December 21st to
24 December 29th, learning the details of the unique and distinctive production design and
25 tactics that Mr. Gordon had developed for the Rugged Male brand. Mr. Gordon was not
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1 aware at that time that Defendants intended to use Mr. Cumbey's training as a means of
2 stealing Mr. Gordon's protectable production secrets.

3 70. On or about December 29, 2018, Defendant Miller sent a text message to Mr.
4 Gordon, demanding that Mr. Gordon immediately relocate to Las Vegas, and threatened to
5 terminate all work on Rugged Male unless Mr. Gordon complied.
6

7 71. Mr. Gordon explained that this was impossible as he had entered into a new
8 residential lease for the Peoria Studio House at the behest of Defendants. Mr. Gordon
9 further explained that it would be impossible to properly produce the Rugged Male content
10 in the Las Vegas environment.

11 72. On or about December 30, 2018, Defendant Miller called Mr. Gordon.
12 Defendant Miller shouted and cursed at Mr. Gordon, again demanding that Mr. Gordon
13 relocate to Las Vegas. When Mr. Gordon asked why Defendant Miller was suddenly taking
14 such an aggressive and intimidating approach, Defendant Miller accused Mr. Gordon of
15 trying to take over the Rugged Male brand. When Mr. Gordon reminded Defendant Miller
16 that Mr. Gordon was the creator of the Rugged Male brand and that it was his own
17 intellectual property, Defendant Miller informed Mr. Gordon that Defendants were
18 terminating their contractual agreement with Mr. Gordon immediately.
19

20 73. Defendant Miller then informed Mr. Gordon that Defendants were taking
21 over all aspects of the Rugged Male brand and that Defendants had filed for trademarks.
22 Defendant Miller also informed Mr. Gordon that Mr. Gordon could only participate in the
23 production of Rugged Male products if Mr. Gordon agreed to substantially reduced
24 compensation and moved to Las Vegas.
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1 74. On or about December 31, 2018, Defendant Chad Anderson informed Mr.
2 Gordon that Defendants were indefinitely suspending the Rugged Male production, and
3 suggested that Mr. Gordon could “buy back” his own brand from Defendants.

4 75. On or about January 1, 2019, Defendant Anderson sent Mr. Gordon an email
5 informing Mr. Gordon that a “very large man” would be coming to the Peoria Studio
6 House, Mr. Gordon’s residence, to collect all of the production gear related to the
7 production process. When the “very large man” actually arrived later that day, he began
8 pounding on Mr. Gordon’s front door in an intentionally intimidating manner. Fearful for
9 his safety, Mr. Gordon refused to answer the door.

10 76. On information and belief, Defendants intimidation of Mr. Gordon was
11 deliberate, purposeful, and wrongful, designed to cause Mr. Gordon to experience
12 significant fear. On information and belief, Defendants hoped to scare Mr. Gordon into
13 surrendering his rights and foregoing any challenge to Defendants’ misdeeds.

14 77. Upon information and belief, Defendants intended from the beginning of
15 their dealings with Mr. Gordon to induce Mr. Gordon to disclose his trade practices,
16 secrets, and intellectual property so that Defendants would be able to appropriate the same
17 and produce Mr. Gordon’s products without involving or compensating Mr. Gordon.

18 78. Defendants’ statements, whether made by Defendant Miller or other agents
19 and employees of Defendant 13 Red were made with knowledge that Mr. Gordon was
20 actually relying upon their promises and representations.

21 79. Upon information and belief, Defendant Anderson advised, encouraged,
22 assisted, and guided Defendant Miller and Defendant 13 Red through the process of
23

1 defrauding Mr. Gordon and misappropriating his trade secrets.

2 80. Upon information and belief, Defendants have been spreading false and
3 defamatory statements concerning Mr. Gordon to Defendants' employees, members of the
4 adult entertainment industry, and other third parties.

5 81. Since the termination of Mr. Gordon's business relationship with
6 Defendants, Defendants have failed and refused to remove publicly posted statements and
7 announcements representing that Mr. Gordon is contracted to work with Defendants.
8

9 82. As a result of Defendants' public representations, Mr. Gordon has been
10 unable to obtain comparable work with other entities because of the false belief created by
11 Defendants that Mr. Gordon is still working with or for Defendants.
12

13 **FIRST CAUSE OF ACTION**

14 **(Fraud)**

15 ***against***

16 ***All Defendants***

17 83. Plaintiff repeats and restates the allegations in the preceding paragraphs of
18 the Complaint as if fully set forth at length herein.

19 84. In the course of their contractual relationship, Defendants made
20 representations to Plaintiff regarding the Parties growing business relationship.

21 85. Defendants' statements were false.

22 86. Defendants' statements were material.

23 87. Defendants made the false statements knowing that they were false or with
24 ignorance as to the truth of their assertions.
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1 88. Defendants intended that Plaintiff would rely upon Defendants' statements
2 and reasonably act in reliance upon them.

3 89. Plaintiff had no knowledge of the falsity of Defendants' representations.

4 90. Plaintiff actually relied upon Defendants' representations.

5 91. Plaintiff's reliance was right and reasonable under the circumstances.

6 92. Plaintiff has suffered and continues to suffer substantial harm as a direct and
7 proximate result of Plaintiff's reliance upon Defendants' false representations.
8

9 **SECOND CAUSE OF ACTION**
10 **(Breach of Contract)**
11 *against*
Defendants 13 Red Media and Keith Miller

12 93. Plaintiff repeats and restates the allegations in the preceding paragraphs of
13 the Complaint as if fully set forth at length herein.

14 94. Plaintiff entered into a contract with Defendants with sufficiently definite
15 terms, which were both oral and written.

16 95. Plaintiff exchanged consideration for the contract.

17 96. Defendants failed to perform their obligations under the contract, resulting
18 in harm to Plaintiff.
19

20 97. Plaintiff suffered substantial monetary damages from Defendants' breach of
21 contract.

22 **THIRD CAUSE OF ACTION**
23 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**
24 *against*
Defendants 13 Red Media and Keith Miller

1 98. Plaintiff repeats and restates the allegations in the preceding paragraphs of
2 the Complaint as if fully set forth at length herein.

3 99. As parties to contract, Defendants owed Plaintiff an obligation to act in good
4 faith and deal fairly with Plaintiff regarding the terms of the Agreement.

5 100. Defendants represented to Plaintiff that Defendants were taking steps to
6 fulfill their contractual obligations when they in fact had not.

7 101. Defendants falsely represented to Plaintiff that equipment had been ordered
8 for use in producing Plaintiff's content.

9 102. The Plaintiff's production autonomy, provision of production equipment to
10 Plaintiff, and securing the website for the content were central benefits of the contract that
11 were to be realized by Plaintiff.
12

13 103. By their negligence and misconduct, Defendants have deprived Plaintiff of
14 the benefits and entitlements of the agreement.
15

16 104. By their misconduct, Defendants have breached their duty of good faith and
17 fair dealing, which has damaged and continues to damage Plaintiff.

18 **FOURTH CAUSE OF ACTION**
19 **(Negligent Misrepresentation)**
20 *against*
All Defendants

21 105. Plaintiff repeats and restates the allegations in the preceding paragraphs of
22 the Complaint as if fully set forth at length herein.

23 106. Defendants provided false information in connection with the Parties'
24 business transaction to Plaintiff.
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1 107. Defendants intended that Plaintiff would rely upon that incorrect information
2 or knew that Plaintiff would reasonably rely upon that incorrect information.

3 108. Defendants failed to exercise reasonable care in obtaining or communicating
4 the information.

5 109. Plaintiff justifiably relied on the incorrect information.

6 110. Plaintiff suffered harm from relying upon Defendants' false information.
7

8 **FIFTH CAUSE OF ACTION**
9 **(Misappropriation of Trade Secrets)**

10 *against*
11 *All Defendants*

12 111. Plaintiff repeats and restates the allegations in the preceding paragraphs of
13 the Complaint as if fully set forth at length herein.

14 112. Plaintiff's unique ideas, techniques, methods, and processes of producing
15 adult entertainment content derive independent economic value from not being generally
16 known and not being readily ascertainable by proper means.

17 113. Plaintiff employs reasonable efforts to maintain the secrecy of his unique
18 ideas, techniques, methods, and processes.

19 114. Plaintiff possesses a protectable trade secret.

20 115. Defendants acquired Plaintiff's trade secrets.

21 116. When Defendants acquired Plaintiff's trade secrets, Defendants knew or had
22 reason to know that the trade secrets had been acquired by improper means.
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1 117. Defendants wrongfully induced Plaintiff to disclose Plaintiff's trade secrets
2 by entering into a contract for the production of adult content which Defendants never
3 intended to honor.

4 118. Defendants wrongfully induced Plaintiff to disclose Plaintiff's trade secrets
5 by having Defendants' employees masquerade as production assistants, whose role
6 required disclosure of those secrets, with no intention of actually providing those
7 employees as production assistants to Plaintiff.
8

9 119. Defendants have utilized Plaintiff's trade secrets for their own benefit.

10 120. As a result of Defendants' misappropriation of Plaintiff's trade secrets,
11 Plaintiff has suffered and continues to suffer substantial financial harm.

12 121. Plaintiff is entitled to injunctive relief in addition to monetary damages.
13

14 **SIXTH CAUSE OF ACTION**

15 **(Conversion)**

16 ***against***

17 ***All Defendants***

18 122. Plaintiff repeats and restates the allegations in the preceding paragraphs of
19 the Complaint as if fully set forth at length herein.

20 123. Defendants have intentionally exercised dominion and control over the
21 Rugged Male brand, including its logo, mark, and other identifying features.

22 124. Defendants' exercise of dominion and control over the Rugged Male brand
23 has seriously interfered with Plaintiff's right of control over that brand, which Plaintiff
24 created.
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1 125. Defendants' continued exercise of dominion and control over the Rugged
2 Male brand is wrongful.

3 126. Defendants' continued exercise of dominion and control over the Rugged
4 Male brand has caused Plaintiff substantial harm.

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6 **SEVENTH CAUSE OF ACTION**
7 **(Intentional Infliction of Emotion Distress)**

8 *against*
9 *All Defendants*

10 127. Plaintiff repeats and restates the allegations in the preceding paragraphs of
11 the Complaint as if fully set forth at length herein.

12 128. Defendants' conduct toward Mr. Gordon was extreme and outrageous.

13 129. Defendants' extreme and outrageous conduct was committed with the intent
14 to cause emotional distress or with reckless disregard for the near certainty that Defendant
15 would cause emotional distress.

16 130. As a direct and proximate cause of Defendants' extreme and outrageous
17 conduct, Mr. Gordon has actually suffered severe emotional distress.

18 **EIGHTH CAUSE OF ACTION**
19 **(Defamation)**

20 *against*
21 *All Defendants*

22 131. Plaintiff repeats and restates the allegations in the preceding paragraphs of
23 the Complaint as if fully set forth at length herein.

24 132. Defendants have published false and defamatory statements concerning
25 Plaintiff.
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1 133. Defendants knew at the time Defendants made the defamatory statements
2 that the statements were false and defamatory, or acted with reckless disregard for the truth
3 of the defamatory statements, or negligently failed to ascertain whether the defamatory
4 statements were true.

5
6 134. As a result of Defendants defamatory statements, Plaintiff has suffered and
7 continues to suffer substantial injury.

8 **NINTH CAUSE OF ACTION**
9 **(Unjust Enrichment)**
10 ***against***
11 ***All Defendants***

12 135. Plaintiff repeats and restates the allegations in the preceding paragraphs of
13 the Complaint as if fully set forth at length herein.

14 136. Pursuant to the Agreement, Plaintiffs paid Defendants specific sums for the
15 collection of qualified signatures and other services.

16 137. Defendants failed to perform those services as promised, despite receiving
17 Plaintiffs' payments.

18 138. Defendants were enriched by accepting Plaintiffs' payments.

19 139. Plaintiffs were impoverished by making the payments to Defendants.

20 140. Defendants, by failing to perform their contractual obligations, failed and
21 refused to fulfill their obligations as promised to Plaintiffs.

22 141. Defendants' enrichment is without legal justification.

23 142. Plaintiffs lack an adequate remedy at law.
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1 **JURY DEMAND**

2 Plaintiff demands the right to trial by jury as guaranteed by the Seventh Amendment
3 to the Constitution of the United States.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff respectfully demands judgment against the Defendants
6 as follows:

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8 1. For a preliminary and permanent injunction enjoining Defendants, their
9 officers, directors, principals, members, managers, agents, servants, employees,
10 successors, subsidiaries, licensees, and assignees from any and all use, regardless of
11 manner or nature, of the Rugged Male mark, or any designation confusingly similar to the
12 same.

13
14 2. For compensatory damages for the harm caused by Defendants wrongful
15 conduct, including but not limited to damages for lost wages, lost business opportunity,
16 and lost future profits, in an amount to be determined at trial.

17
18 3. For disgorgement of all income and profits realized from the wrongful
19 infringement of Plaintiff's property.

20 4. For punitive damages.

21 5. For Plaintiff's reasonable costs and attorneys' fees.

22 6. For an award of interest at the highest rate allowable by law.

