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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STEVEN E. GREER, MD Plaintiff, vs. TUCKER CARLSON Defendant.	Case No.: 23SMCV02036 *Assigned to Hon. Lisa Sepe-Wiesenfeld* **AMENDED COMPLAINT** for: 1. BREACH OF CONTRACT 2. VIOLATION OF CALIFORNIA BUS. & PROF. CODE. § 17200 (Damages in excess of $1,000,000,000) JURY TRIAL

PROCEDURE: UPON ORDER TO AMEND

1. This Amended Complaint is pursuant to the Minute Order from January 16th, 2024 that conditionally granted the Demurrer, but with leave for Plaintiff to amend the complaint within 20-days. This Amended Complaint is filed in a timely manner.

2. The filing of this Amended Complaint renders all previous orders as moot.

3. In *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 148 Cal. Rptr. 3d 361 (Ct. App. 2012), "**The filing of the first amended complaint rendered [the defendant]'s demurrer moot** since "an amendatory pleading supersedes the original one, which ceases to perform any function as a pleading."

4. The previous orders on the motion to quash the deposition of Tucker Carlson and judicial notice of the federal briefs are also now moot.

5. However, because the January 16th Order is the blueprint to the rationale of this Court, specific arguments in that filing will be addressed and rebutted here in this Amended Complaint.

6. Defendant's new answer or response process begins anew. Per Code of Civil Procedure § 472, "**The time for responding to an amended pleading shall be computed from the date of service of the amended pleading**."

NATURE OF COMPLAINT

7. The causes of action of this Complaint are, 1) breach of implied-in-fact contract (*i.e.*, a *Desny* claim) and, 2) unfair competition via the California Bus. & Prof. Code § 17200 ("UFC").

8. **Those causes of action have never been used by Plaintiff before in any lawsuit**.

9. The reason that the *Desny* cause of action used here was not used previously is because those prior federal cases by Plaintiff were in New York courts and *Desny* applies best to California courts. That is why Plaintiff filed in this venue and used that law for the first time here.

10. The merits of the accusations in this case (*i.e.*, that Tucker Carlson profited off of Dr. Greer's ideas without paying him) have never been denied by Tucker Carlson (or Fox News) in any way, and certainly not under oath. No federal judge has ever cast doubt on the veracity of these allegations.

11. Dr. Greer worked for years with senior executives at Fox News. Tucker Carlson knows Plainitff well. There is nothing frivolous about the core of this complaint (unlike so many other cases where a con artist has tried to fleece a famous person or big studio).

12. The amount of damages is also not whimsical. One person with a successful Internet podcast can easily be worth a significant amount. As a recent example, Joe Rogan renewed last week his contract with Spotify for $250 Million, which would give his brand a total valuation of over $1 billion. Likewise, defendant Carlson's new Internet channel called *Last Nation, Inc*. should be worth a similar amount.[1]

13. Because of the entertainment industries located in California, unique interpretations of implied-contract have been born in California case law. Plaintiff is hopeful that this Los Angeles County Superior Court will allow this Complaint to be decided by a jury, which is the way of American law set forth by the Judiciary Act of 1789, the Seventh Amendment, and common law before that.

14. The architects of the Constitution and the Judiciary Act of 1789 also made it a priority for the American legal system to allow non-lawyer citizens to receive justice in courts by representing themselves *pro se*.[2,3] Those authors knew that professional guilds have interests which are not aligned with outsiders.

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[1] "Joe Rogan Gets New Spotify Deal Worth Up to $250 Million- Hit show to be distributed broadly, including on YouTube, rather than exclusively on audio-streaming service" Wall Street Journal. February 2, 2024

[2] Less often referred to as *in propria persona* (abbreviated to "pro per")

[3] Plaintiff has filed a judicial misconduct complaint with the Judicial Counsel of California, as well as filed motions for this current judge to be removed from this case, based on clear evidence of judicial bias against pro se litigants, *inter alia*.

15. In fact, the *Judicial Counsel of California* created a task force to enable *pro se* litigants to receive assistance with justice. It concluded that *pro se* litigants consume fewer court resources than cases managed by hourly-fee-motivated lawyers.[4] The Supreme Court of California encourages *pro se* litigation when needed.

Neither *Res Judicata* nor *Collateral Estoppel* Apply Here

16. Plaintiff was aware that, upon first glance of this Complaint by someone who is not savvy with the law, this case could appear to be similar to the previous federal cases in New York. He was also well aware of the concepts of *res judicata* and *collateral estoppel* before filing this Complaint. He is neither a fool nor vexatious litigator. Nothing about this case should be dismissed based on those legal defenses. That is why Plaintiff filed it.

17. No form of contract law was used as a cause of action in any related case in federal court, much less the unique entertainment contract law of *Desny* and progeny cases.[5]

18. The *Desny* implied-in-fact breach of contract was never a cause of action in any other case filed by Plaintiff. That is an irrefutable fact easily proved by reviewing the federal decisions. There is no gray area for interpretation here.

19. Likewise, California Bus. & Prof. Code § 17200 ("UFC"), as used in this Amended Complaint, was never a cause of action in any prior case, because UFC is a law that is derivative of other violations of law. In this instant case, UFC is applied to the *Desny* cause of action. Since *Desny* was never used in any other case, then UFC was never litigated previously either.

20. Defendant Tucker Carlson was never a defendant in previous lawsuits brought by Plaintiff. The amended complaints against Fox News, *et al* in New York federal court did not list Carlson as a defendant because the federal court specifically ruled that he was to be dismissed due

[4] https://www.courts.ca.gov/documents/selfreplitsrept.pdf

[5] The Minute Order ("Minute Order") rendered by this Court on January 16th, 2024 was factually incorrect several times when it referenced the federal case against Fox News.

to Plaintiff lacking diversity jurisdiction. Amended complaints render all prior complaints as moot. Therefore, in no way can it be construed that Plaintiff has ever filed a claim against Tucker Carlson prior to this instant case.

21. Defendant Tucker Carlson ("Carlson" or "Defendant") also shares no privity with any other parties in prior cases.

22. In fact, at the time of this case filing, Carlson embodies the *opposite* of privity with Fox News, *et al*. Carlson was fired by Fox News before this case number was created. He is currently estranged and alienated from with Fox News. He shares no common interest with Fox News, *et al*. Carlson's new media company called *Last Country, Inc*. (dba TCN) is a major competitor to Fox news. His interests are the polar opposite of Fox News.

23. To prove that Tucker Carlson shares no privity with the federal case defendants, the original Complaint in this instant case listed NYP Holdings LLC (*i.e*., the New York Post, which is a sister company to, and has same owners as, Fox News) as a defendant. The lawyer who appeared on behalf of NYP Holdings LLC was in no way representing Tucker Carlson. Therefore, by definition, no privity exists.

24. The Murdoch family owns both NYP Holdings and Fox News. If the fate of Tucker Carlson were aligned with the Murdochs and their companies (*i.e*., "privity"), then they would have collaborated in the legal defense of this instant state case, just as they did in the federal case before Carlson was fired, but they did not.

25. For the purposes of any possible response by Carlson with another Demurrer, the claims in this Amended Complaint about Carlson lacking privity should be assumed to be true. The concept of privity is a gray area for a jury to decide.

26. In addition, privity is only relevant if *res judicata* or *collateral estoppel* are valid defense arguments. They are not. Therefore, any discussion of privity is moot.

27. Lastly, there is no case law to support the application of "privity" between a company and a former employee who was fired acrimoniously (see later discussion for case law). If this Court maintains the rationale in favor of privity, as used in the Minute Order, it will be setting a precedent certain to be challenged in higher courts.

28. The Minute Order ("Minute Order") rendered by this Court on January 16th, 2024 misapprehended the complex federal case that ended in the Second Circuit Court of Appeals. No cause of action or broader issue of this instant case have ever been previously litigated. Tucker Carlson was not a defendant in that federal case and he certainly shares no privity with Fox News, which fired him before this case number was generated, as mentioned.

29. That is perhaps why the same Minute Order gave leave for Plaintiff to amend the complaint and clarify those facts.

30. While no answer or response by Defendant has yet been made to this Amended Complaint, because of those facts above, no *future* defense in this instant case can be justifiably based on either *res judicata* or *collateral estoppel*.

The Elements of Breach of Contract Were Clearly Stated

31. Page 5 of the January 16th Minute Order seems to have conflated the case law for *Desny* breach of implied contract with elements required for normal contract law. It then incorrectly claimed that prior federal courts ruled that Plaintiff failed to properly argue breach of implied contract.

32. Firstly, no form of contract-breach law was a used as a cause of action in the federal cases. Secondly, *arguendo*, the failure to state elements in a hypothetical prior case has no relevance to this instant case. It is a *non sequitur* and conclusory statement.

33. On Page 6 of the Minute Order, it cites normal contract law with this unique *Desny* law by mentioning that Tucker Carlson did not agree to compensate Plaintiff. However, as this

Amended Complaint will explain again, such an agreement is presumed to have occurred per the unique *Desny* and progeny case law. It is industry standard for a studio or show runner, such as Tucker Carlson, to know that idea pitches are meant to be purchased if used.[6]

34. By Tucker Carlson using Dr. Greer's ideas, which has never been disputed in either federal court or this Court, he agreed to the implied contract.

35. In this Amended Complaint, Plaintiff uses the proper *Desny* case law to clearly state the elements of this unique form of breach.

36. Also, whether or not an implied-contract was formed is a matter for a jury to decide, not a judge during the demurrer stage.

The Statute of Limitations Do Not Bar this Amended Complaint

37. On Page 6 of the Minute Order, it incorrectly states that the actions by Tucker Carlson took place longer than the two-year statute of limitations for breach of contract. That is patently false. Even the defense lawyers admitted that some of the actions took place well within the statute of limitation.

38. Also, in this Amended Complaint are added new violations by Tucker Carlson where he used Plaintiff's ideas again, in 2024, after this case was filed.

39. The Minute Order then makes the conclusory statement that the actions by Tucker Carlson have no similarity or patten to them and are all "independently actionable". This Amended Complaint will explain why that is false.

40. Moreover, it is a matter for a jury to decide, not a matter for demurrer opinions to decide.

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[6] "If a studio or producer is notified that a script is forthcoming and opens and reviews it when it arrives, the studio or producer has by custom implicitly promised to pay for the ideas if used." In *Grosso v. Miramax Film Corp*., 383 F.3d 965, 967 (9th Cir. 2003), *amended by* 400 F.3d 658 (9th Cir. 2005).., because California courts may infer a promise to pay merely from "the circumstances preceding and attending disclosure,"

JURISDICTION AND VENUE

41. This Court has jurisdiction over this action pursuant to § 410.10 of the Code of Civil Procedure, "A court of this state **may exercise jurisdiction on any basis** not inconsistent with the Constitution of this state or of the United States."

42. Plaintiff brings this action to recover damages and to seek restitution and other relief available at law or in equity on his own behalf. Defendant conducts business in the State of California. Plaintiff asserts no claims under federal law.

43. Venue is proper in this Court pursuant to § 395 and § 395.5 of Code of Civil Procedure

> "A corporation or association may be sued in the county where the contract is made or is to be performed, or where the obligation or liability arises, or the breach occurs; or in the county where the principal place of business of such corporation is situated, subject to the power of the court to change the place of trial as in other cases."

44. The implied contracts that were breached in this instant case were made in California. They were made using email and the Internet with Defendant residing in California.

45. The breaches of the implied contracts occurred in California when the contents of the *Tucker Carlson Tonight* show, and now his own Internet show called the *Tucker Carlson Network* (TCN), were distributed to California citizens. Carlson's new "*Last Country, Inc*." is the parent company of TCN.

46. Fox Studios has its principle place of business in Los Angeles County, and Carlson films his show there.

47. *Last Country, Inc*., doing business as TCN, is a California company.

48. The injuries to Plaintiff complained of herein occurred in the County of Los Angeles. The course of conduct, breaches, violations, and unlawful patterns and practices alleged herein occurred in Los Angeles County.

Federal Copyright Law Does Not Preempt State Contract Law

49. The breach of contract claim in this instant case was not part of federal litigation as a cause of action. However, in *Greer v. Fox News*. 20-cv-5484 S.D.N.Y., which involved different defendants, the same cause of action as in this instant Complaint was hypothetically discussed regarding whether or not copyright law preempts state contract law. That district court ruled,

> "…the Court notes that Plaintiff may be referring to the doctrine whereby an implied-in-fact contract is not always preempted by the Copyright Act. *See, e.g.*, *Forest Park*, 683 F.3d at 432 (**finding that a claim for breach of an implied-in-fact contract should not be preempted by the Copyright Act**). (*Forest Park Pictures v. Universal Television Network, Inc.*, 683 F.3d 424, 430 (2d Cir. 2012))." See *Greer v. Fox* (ECF 182), September 7, 2022.

50. The Second Circuit created the *Forest Park* law one year after the Ninth Circuit created *Montz v. Pilgrim Films & Television, Inc*., 649 F.3d 975, 981 (9th Cir. 2011), *cert. denied*, 132 S. Ct. 550 (2011) in order to reconcile conflicting opinions. Both circuits now agree that implied-in-fact contract claims are not preempted by copyright law.

Ideas Have Value and Can Be Protected by Contract per *Desny*

51. The cases of *Montz* and *Forest Park* are predicated upon the 1956 California case of *Desny v.Wilder*, 46 Cal. 2d 715, 299 P.2d 257 (1956). *Desny* discusses extensively how ideas from a content creator, such as Plaintiff in this instance case, generate value to a third party, such as Tucker Carlson, and can be given in consideration of payment, per contract law.

> "The policy that precludes protection of an abstract idea by copyright does not prevent its protection by contract. Even though an idea is not property subject to exclusive ownership, its disclosure may be of substantial benefit to the person to whom it is disclosed. **That disclosure may therefore be consideration for a promise to pay** ... Even though the idea disclosed may be `widely known and generally understood' [citation], **it may be protected by an express contract** providing that it will be paid for regardless of its lack of novelty." (*Cf. Brunner* v. *Stix, Baer & Fuller Co.* (1944), 352 Mo. 1225 [181 S.W.2d 643, 646]; *Schonwald* v. *F. Burkart*

> *Mfg. Co.* (1947), 356 Mo. 435 [202 S.W.2d 7].) Amici supporting plaintiff add, "**If a studio wishes to have an idea disclosed to it and finds that idea of sufficient value to make use of it, it is difficult to see how any hardship is involved in requiring payment** of the reasonable value of the material submitted." The principles enunciated in the above quotation from Justice Traynor's dissent are accepted as the law of California (*Weitzenkorn* v. *Lesser* (1953), *supra*, 40 Cal.2d 778, 791-792) and we have no quarrel with amici's postulation."

***Res Judicata* Does Not Bar This Complaint**

52. Tucker Carlson was briefly an original defendant in *Greer v. Fox*, but was removed after a Motion to Dismiss that successfully argued Mr. Carlson was domiciled in the same state as Plaintiff. Therefore, the requirement of subject matter jurisdiction by complete diversity was not met.

53. The federal complaint was amended several times and no amended complaint included Mr. Carlson as a defendant. The appeal in the Second Circuit also did not list Carlson as an appellee.

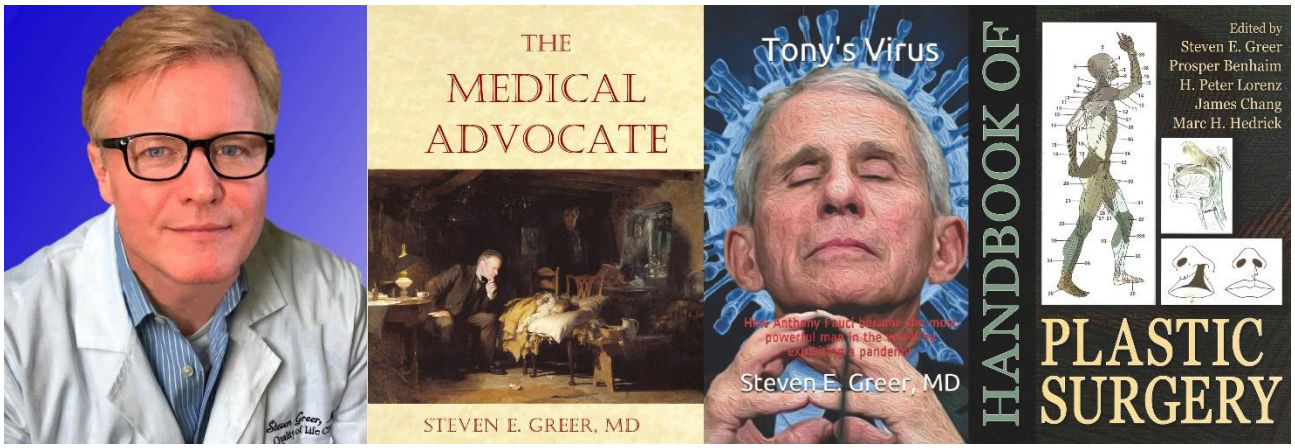
54. Moreover, the matter of breach of contract (i.e., the cause of action in this instant Complaint) was not an official cause of action in the federal court.

55. Therefore, the *res judicata* doctrine does not bar this instant Complaint.

PARTIES

Steven E. Greer, MD

56. Plaintiff Steven E. Greer, MD is a citizen of the United States of America, domiciled in Florida. He is a medical doctor licensed in multiple states. Dr. Greer is also an author and financial expert with Wall Street experience.



57. As a professional writer and medical doctor, in the year 2000, Plaintiff became a Wall Street financial analyst for the investment bank of *Donaldson Lufkin & Jenrette*. Then, he became a partner at Steven A. Cohen's *Sigma Capital*. He eventually became a portfolio manager for *Merrill Lynch* managing $250 Million of the $10 Billion in assets controlled by the proprietary trading desk.

58. Plaintiff is a credible expert with unique experiences in multiple fields. As such, he was recruited by national media outlets, such as Fox News, to be a television guest discussing Wall Street and medical topics.

59. This led to him founding *The Healthcare Channel* in 2006. At a time when *YouTube* was first becoming established, *The Healthcare Channel* was the first Internet-based video portal for Wall Street medical investors and healthcare professionals. *The Healthcare Channel* partnered with *Thomson Reuters* in 2008 and *The University of Miami* medical system in 2010, whereby

Greer was paid to create video interviews and expert discussion panels. Large financial institutions, such as *Blackrock* and *Janus*, also purchased $10,000 subscriptions for access to the content.[7] *The Healthcare Channel* subscribers represented more than $4 Trillion in assets under management.

60. Around this same time, Plaintiff began doing interviews for cable television business networks, such as *CNBC* and the *Fox Business Network*. In 2007, Brian Jones *of Fox Business* saw Plaintiff on *CNBC* and recruited him to be their featured morning guest, appearing at 7:00 AM as the lead-off interview dozens of times over several years. He was their primary source for healthcare topics.

61. In October of 2008, Fox Business made Plaintiff a written offer of employment as a contributor. Plaintiff rejected the first offer based on the low "consideration" (i.e., the dollar amount offered). However, negotiations continued and Plaintiff continued to help Fox News and Fox Business.

62. In lieu of financial compensation, while formal contract negotiations continued, Plaintiff expected publicity and recognition for his ideas in order to promote his own media company. Plaintiff was a media executive dealing with the CEO's of Fox News and News Corp companies.[8] The publicity would have had a cash value based on what comparable TV advertisements would have cost, as one metric.

63. Notably, as it relates to the dollar amount of damages sought in the relief, *The Healthcare Channel* was ahead of its time back in 2007. That was when *YouTube* first got started. Now, Internet video and smart interviews are common and very popular. As mentioned, Joe Rogan recently signed a new deal with Spotify worth $250 Million.

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[7] Indicating that others deemed Plaintiff's ideas to have significant value

[8] This question arose during oral arguments in the 2d Cir. See 10:00 section of this audio link https://youtu.be/rrhNDXjCMRA

64. There are numerous examples of small Internet shows that became worth hundreds of millions of dollars after Tucker Carlson promoted them. Project Veritas, Glenn Greenwald (with his Substack and Intercept companies), Joe Rogan with Spotify, Dave Portnoy and Barstool Sports (worth more than $500 million), Alex Berenson (made famous because of Tucker Carlson), Benny Johnson, Candace Owens, Matt Walsh, Mark Steyn (now with his own TV show), Dan Bongino (now a media mogul), and Jason Whitlock are some examples.

65. Plaintiff also became a freelance writer for *The Wall Street Journal* ("WSJ"). Several of his opinion pieces and letters led to changes at the center for Medicare and Medicaid services or CMS.[9]

66. Plaintiff became in March of 2020 a leading voice in the New York radio market on topics related to the coronavirus pandemic. His interviews with Joe Piscopo on the radio station *AM 970* were the first of their kind to predict important events and received high praise from listeners. This led to a competing New York radio station, *WABC* (770 AM), recruiting him to be a guest on their radio shows as well.

67. Rudy Giuliani, the former U.S. Attorney, former New York City, and current personal lawyer to President Trump, also invited Plaintiff to be interviewed on his *77 WABC* radio show and then invited him to be a guest on his video podcast as well.

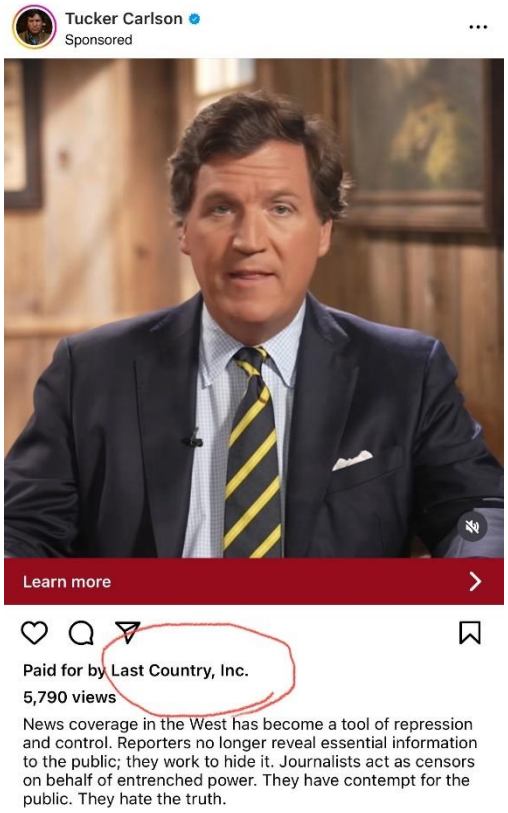
Tucker Carlson

68. Defendant Tucker Swanson McNear Carlson ("Carlson") was born in San Diego, California on May 16, 1969 (age 54). He still lives in California, *inter alia*.

69. Carlson is a U.S. citizen.

[9] The payment to Plaintiff for the freelancing work was the recognition in the widely read WSJ of Plaintiff as the author. In contrast, other front page WSJ stories based on Plaintiff's ideas did not credit Plaintiff and he sued in federal court.

70. Mr. Carlson created in 2023 a new media company called *Last Country, Inc*, based in California, which is doing business as *The Tucker Carlson Network* (TCN).



71. He was the show-runner and host for his television show on Fox News called *Tucker Carlson Tonight*. He was an employee of Fox News until being fired in 2023 before this case number was generated.

72. Carlson filmed portions of his *Tucker Carlson Tonight* show, as well as Internet documentaries called *Tucker Carlson Originals*, from Fox Studios in Los Angeles County (see recent screenshot from April 14, 2023 show).

73. In

74. On April 24, 2023, Carlson was abruptly fired by Fox News.

75. A recent violation by Carlson (see Idea Theft #8) occurred on Carlson's own company platform, TCN, in 2024.

76. Carlson knew of Plaintiff from his work with other Fox shows. Plaintiff also blast emailed essays from his personal blog to members of the media, such as Carlson, as pitches of ideas. Carlson and Plaintiff have text messaged one another, etc.

THE *DESNY* BREACH OF IMPLIED CONTRACT

77. Tucker Carlson has a long history of using Plaintiff's ideas without paying for them.

78. It is a clear and obvious pattern to any reasonable jury. Whether or not such a pattern exists is a classic decision for a jury to decide and not at the demurrer stage.

79. While some of the violations detailed below occurred longer than two-years before this filing, they are all part of the same pattern that Carlson used to produce his show.

80. Like most cable TV shows, Carlson does not create original content. He repurposes content from creators, such as Dr. Greer.[10]

[10] Because of this embarrassment being raised in federal court, Carlson began to produce segments called "Tucker Carlson Originals". It is ironic that his "Originals" show is not an original idea, but rather caused by Plaintiff's accusation in court.

Plaintiff's Interactions with Tucker Carlson

81. In 2017, when Tucker Carlson was given the 8:00 PM slot on Fox News for *Tucker Carlson Tonight*, Plaintiff began watching. Plaintiff added Carlson and his producers to his list of emails recipients for idea pitches.

82. Plaintiff noticed commentary during Carlson's opening monologue segments that were very similar to Plaintiff's works on his *BatteryPark.TV* news site (the website is now renamed as *GreerJournal.com*).

83. Carlson and his producers were in possession of Plaintiff's works and ideas in them because they received his blast emails with links to his essays. There is proof that the emails were opened by Microsoft Office software.

84. The emails sent by Plaintiff were standard industry pitches with the expectation of payment if they were used. Carlson's employer had made offers of payment to Plaintiff in the past.

85. It is also industry standard to pay for ideas. Payment by Carlson to Plaintiff was implied (see cause of action section for a discussion of the case law).

86. Tucker Carlson used with regularity Plaintiff's ideas to create segments on his Fox TV show, Tucker Carlson Tonight, and now his Internet channel, TCN. It is all part of a pattern of TV production.[11]

87. Indeed, stealing ideas from others is Carlson's *modus operandi*. Shows like Carlson's almost never create original content. They repackage content made by others. It is what they do and cannot change.

88. That business model is fine with Plaintiff, as long as credit is given to the original sources. That used to happen, but then Roger Ailes at Fox News began stealing from the small creators, knowing few had the ability to sue, and it became the cable TV norm.

[11] This statement should be construed as true and for a jury to decide

89. Tucker Carlson was not paying Plaintiff in any form, either in cash or in the form of valuable recognition that would promote his company.

90. In 2019, Plaintiff began to warn Carlson that he expected payment. Plaintiff continues to issue notices of violation to Carlson to this day. The violations have recently resumed even after this instant case was filed.

Idea Theft #1: The Pharmacies Refusing Ivermectin Story

91. On September 10, 2021 (within the two-year statute of limitations of this cause of action), Plaintiff sent an email to Tucker Carlson about an exclusive tip he had learned relating to the restriction of oral therapeutics for COVID:

> From: SG <steve@greerjournal.com>
> Sent: Friday, September 10, 2021 8:18 PM
> To: Tucker Carlson <tucker.carlson@foxnews.com>; Justin Wells justin.wells@foxnews.com
> Subject: California is restricting ivermectin
>
> I have a patient in California who wants me to prescribe the various medications to treat the virus. That includes hydroxychloroquine and ivermectin.
>
> I've been able to obtain those easily in Florida. However, out in California, CVS, Costco, and Walmart are all restricting the drug.
>
> This is a flagrant violation of law. They are not allowed to interfere with the doctors ability to prescribe a drug.
>
> And in this case, they are caving into political pressures because there's plenty of strong evidence that ivermectin works.
>
> These large globalist big box companies are actively killing people by not just discouraging the awareness of these life-saving drugs but actually preventing the distribution of them.
>
> Sent from my iPhone"

92. On September 20, 2021, Carlson led off his show with Plaintiff's idea. Plaintiff does not have a copy of this Carlson show because it is proprietary, but it will be obtained.

93. The following violating warning was issued:

> "From: SG <steve@greerjournal.com>
> Sent: Monday, September 20, 2021 9:02 PM
> To: Terence <McCormick@mintzandgold.com>;
> Lily Claffee <ldepartment@foxnews.com>;
> Tucker Carlson <tucker.carlson@foxnews.com>;
> Justin Wells <justin.wells@foxnews.com>
>
> Subject: Violation
>
> Tucker is covering my ivermectin story verbatim tonight. He even mentioned the same pharmacies that are not dispensing the drug. His source? "We are hearing""

94. In this incident, the idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to Carlson. The use of the idea was clearly conditioned on the obligation to pay Plaintiff. Carlson voluntarily accepted the idea disclosure. Carlson used the idea on his show, and the idea had value.

95. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own.

Idea Theft #2: The Jeffrey Epstein Story

96. When Plaintiff lived in New Albany, Ohio from 2018 to 2019, he was living in a community built in the early 1990's by *L Brands* CEO Les Wexner and convicted pedophile Jeffrey Epstein. Epstein and Wexner's palatial 400-acre estates were nearby.

97. Plaintiff noticed early rumblings on the Internet that Wexner was one of Epstein's associates and that the old pedophile charges on Epstein might resurface. This was long before the mainstream media was reporting on it.

98. Plaintiff's Ohio State University diplomas are signed by Les Wexner and Wexner's name is on his medical school's buildings. Disgusted by this, Plaintiff began a mission to oust Wexner from his *alma mater*.

99. Therefore, following closely the Epstein scandal was a priority. Plaintiff became one of the first people in the country to correctly predict the events that transpired.

100. Specifically, Plaintiff was the first person in the media to state that the description of Epstein being used by the media, that as a wealthy "hedge fund manager", was a merely a ruse. He also predicted that it would turn out that much of Epstein's wealth, including his Manhattan mansion and private jet, really came from Wexner. That was a novel idea that no one else had made, to Plaintiff's knowledge. He was proven clairvoyant.

101. On Friday, July 13, 2019, Plaintiff emailed Tucker Carlson with this tip:

> "http://nymag.com/intelligencer/2019/07/hedge-funders-have-some-thoughts-on-what-epstein-was-doing.html
>
> NY Mag story doing exactly what I did, which was to call around broker dealers and see if they have ever heard of Epstein. It is all just like Madoff. He had a fake hedge fund and was laundering money.
>
> **I now am quite certain there is only one person wealthy enough, who is connected to Epstein, to do this, and that is Les Wexner**."

102. Note that the New York Magazine story in the URL above does not state that Epstein's wealth is all derived from Les Wexner. That was Plaintiff's novel deduction based on Wexner's name being listed in the "little black book" kept by an Epstein employee that was part of 2008 legal filings. While many others might have thought this to be the case, Wexner was still too powerful at the time for the press to openly associate Wexner with Epstein.

103. Over that weekend, Plaintiff sent text messages with the same tip to Tucker Carlson and his producer Justin Wells. Mr. Wells replied.[12]

104. On the following Monday, July 15th, 2019, Tucker Carlson made Plaintiff's story his prominent topic of the episode. Carlson interviewed Fox Business' Melissa Francis[13] who reiterated Plaintiff's tip almost verbatim. She even mentioned the highly specific comment that Epstein's private jet likely came from Wexner's estate. The jet detail was a novel observation made by Plaintiff and disclosed to the aforementioned. No one in the media, including Fox, had mentioned these comments before.

105. The next day, on July 16th, 2020, Plaintiff sent a text message Carlson. Then, Tucker Carlson made the bizarre response *via* text message impersonating a junior producer at Fox named Chris Wallace:

> Carlson's text message:
>
> "**This is Chris Wallace**. Please stop sending me right wing propaganda" (emphasis added)

106. That cell phone number has since been confirmed as belonging to Tucker Carlson. There is no doubt that Carlson was impersonating another Fox employee. Chris Wallace is a Fox producer who used to work with Plaintiff when he did work for Fox Business. Carlson was acting dishonestly and deceptively knowing that he had stolen Plaintiff's idea the day before.

107. Plaintiff documented this exchange as part of a letter to the Fox legal department.

108. On July 29th, 2019, Plaintiff sent a legal letter to Carlson and in-house lawyers working for Fox. Lily Claffee, the head of Fox legal, received and read the email, yet no one replied.

109. This series of events established an implied-in-fact contract. The Epstein story idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to the defendant. The use of the idea

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[12] Greer cannot locate records in his files of this text message but they can be produced during discovery

[13] Francis is no longer with Fox and is suing Fox for causes of action similar to this instant action.

was clearly conditioned on the obligation to pay Plaintiff Carlson voluntarily accepted the idea disclosure (the text message from Carlson was an effort to hide the paper trail to Carlson that proved he accepted the idea pitch). Carlson actually used the idea on his show, and the idea had value.

110. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own. It was also fraudulent for Carlson to impersonate a Fox producer.

Idea Theft #3: The New-York-centric Pandemic Story

111. As detailed above, Plaintiff became a leading voice in the SARS-CoV-2 virus epidemic. Notably, he was the first person to state that the high death rates in New York were not in line with the rest of the country and were caused by incompetent healthcare delivered by hospitals in underserved parts of the city.[14] Plaintiff suspected this based on firsthand experience, having worked in them decades ago as a surgery resident.

112. As the pandemic carried on, Plaintiff's assertion became supported by testimony and facts. On July 1st, 2020, The New York Times published a lengthy investigative report confirming Plaintiff's claims.[15]

113. On April 19th, 2020, Plaintiff wrote the essay, "Coronavirus is a New York problem, not a national problem".[16]

114. Plaintiff's essay stated:

> "**The mainstream media is clustered inside the Manhattan Bubble**, where there is no hint of a lifting of the home-quarantine orders, and will be spewing more and more opinion pieces aimed at making the rest of America seem like hayseed country bumpkin morons for going back to normality. Are they correct or are they misguided and dishonest?

[14] Joe Piscopo Show transcripts exist to prove this.
[15] "Why Surviving the Virus Might Come Down to Which Hospital Admits You" The New York Times. July 1, 2020. https://www.nytimes.com/2020/07/01/nyregion/Coronavirus-hospitals.html?action=click&module=Top%20Stories&pgtype=Homepage
[16] https://greerjournal.com/coronavirus-is-a-new-york-problem-not-a-national-problem/

> The dirty little secret that everyone knows inside Cuomo's offices in Albany, Manhattan hospital board rooms, and City Hall is that **the high death rate is being generated from focal hot spots within Queens and other outer boroughs** where Third World conditions have existed for centuries. **This is not a national pandemic** worthy of shutting down the global economy. This is a New York problem that can be further isolated as a problem of hot spots within Queens, etc."

115. Then, on April 24th, 2020, Tucker Carlson misappropriated Plaintiff's unique observations.[17] Carlson's television monologue stated:

> "Why are the numbers so skewed toward the urban Northeast? ….but for now, what's clear is that this virus is concentrated not simply in a handful of states, but in a small number of places, especially Southern New York, in and around **New York City…possibly because these are also the places where most of our national media figures live, the pandemic often seems like a nationwide disaster**."

116. On May 1st, 2020, Plaintiff emailed Carlson, Wells, and others:

> "**Please have your lawyers contact me**. You are a serial plagiarist. I am forced to memorialize my innovative content by sending it to you as a copyright notice."[18] (emphasis added)

117. As was the case in previous requests, Fox ignored the request.

118. In this incident, the New York hospital death story idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to the defendant. The use of the idea was clearly conditioned on the obligation to pay Plaintiff. Carlson voluntarily accepted the idea disclosure. Carlson actually used the idea on his show, and the idea had value.

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[17] https://greerjournal.com/serial-plagiarist-tucker-carlson-ripping-off-my-essay-about-the-virus-being-a-unique-ny-problem/

[18] Copyright law was not used as a cause of action in federal court because a recent Supreme Court ruling made it impossible given that Plaintiff's works were not fully registered.

119. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own.

Idea Theft #4: The Elmhurst Hospital Death Rates Story

120. On June 11th, 2020, the same story idea from Incident #4 was used by Carlson again. Plaintiff emailed Carlson yet another "cease and desist":

> "Mr. Carlson,
>
> I saw your segment tonight with the insider nurse exposing how egregiously incompetent care at Elmhurst Hospital directly led to infections and death. You even discussed the concept of medical advocacy by family, which is in my book the Medical Advocate.
>
> As you well know, I was the first person months ago to say in the national media and on my own website that the high death rates were due incompetent care at these hospitals. I even called the CEO of Elmhurst and spoke with him. I gave you his contact.
>
> I'm glad you are covering this. Unfortunately for you, you have a legal obligation to mention that this was my story. It is also basic journalistic ethics."

121. In this incident, the hospital death story idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to the defendant. The use of the idea was clearly conditioned on the obligation to pay Plaintiff. Carlson voluntarily accepted the idea disclosure. Carlson actually used the idea on his show, and the idea had value.

122. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own.

Idea Theft #5: The Term "Demplosion" Story

123. In January and February of 2019, Plaintiff created the novel term "Demplosion" and documented it in a series of essays.[19,20] Plaintiff re-posted the essays on the front page of his BatteryPark.TV in July of 2019. He also made the essay part of his *Rules to Stop Radicals* book.

124. The term demplosion was not in the public domain. Demplosion was not an obvious or ubiquitous term.

125. Then, on July 30th, 2019, Tucker Carlson led off his show with a large graphic over his shoulder that stated "DEMIMPLOSION" He seemed to have inserted the letters "IM" to make it slightly different from Plaintiff's idea (see exhibit photo below).

126. Moreover, the single phrase of *demplosion* was not the only part of Plaintiff's essay that was copied by Carlson. His entire monologue mirrored Plaintiff's essays about the Democrat party making mistakes that would cause them to lose badly in the next elections. Those monologue comments, along with the "Demimplosion" graphic, would likely be viewed by the casual observer to be so similar as to be confused with Plaintiff's original works.

[19] https://greerjournal.com/essay-the-great-demplosion-of-2019/
[20] https://greerjournal.com/the-demplosion-accelerates-alexandria-ocasio-cortez-causes-amazon-to-back-out-on-nyc-deal-costing-30000-jobs/

127. Plaintiff promptly posted a story on his website that evening with the title, "Tucker Carlson rips off BPTV again" and sent it to his usual blast email list. He also sent it to Fox's Lily Claffee, *et al*. They received it and, once again, did not reply.

128. The Carlson use of Plaintiff's "Demplosion" occurred just one day after the July 29th "cease and desist" email sent, detailed above in Idea Theft #3. Carlson seemed to have been taunting Plaintiff in a malicious and willful manner to maximize emotional distress.

129. Seven-months later, on February 18th, 2020, Carlson used the term "Demimplosion" again (see below).

130. In this incident, the Demplosion idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to the defendant. The use of the idea was clearly conditioned on the obligation to pay Plaintiff. Carlson voluntarily accepted the idea disclosure. Carlson actually used the idea on his show, and the idea had value.

131. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own.

Idea Theft #6: The Bogus Federal Jobs Report Story

132. In Plaintiff's December 4, 2022 (within the statute of limitations) "Greer Report", he wrote, "The November jobs number of 223,000 seemed to be bogus".[21]

133. In the December 19, 2022 "Greer Report", he wrote, "The White House is putting out fraudulent jobs numbers. Now, the GDP number seems inflated."

134. Carlson received Plaintiff's blast emails that included links to those stories. He read them, as usual.

135. On December 20, 2022, the Tucker Carlson led off his show explaining how the White House lies, including the economic jobs reports. Plaintiff does not have a copy of this Carlson show because it is proprietary, but it will be obtained.

136. Plaintiff issued a violation warning to Carlson's lawyers, which was ignored:

> "From: SG <steve@greerjournal.com>
> Sent: Tuesday, December 20, 2022 8:12 PM
> To: Terence <McCormick@mintzandgold.com>
> Cc: Tucker Carlson <tucker.carlson@foxnews.com>
>
> Subject: Violation
>
> I was the first person I know of to say that the jobs numbers were cooked. …Tucker Carlson tonight [led off his show] show with the story about the jobs numbers being concocted
>
> https://greerjournal.com/the-greer-report-12-4-2022/"

137. In this incident, the fraudulent jobs numbers idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to Carlson. The use of the idea was clearly conditioned on the obligation to pay Plaintiff. Carlson voluntarily accepted the idea disclosure. Carlson used the idea on his show, and the idea had value.

[21] https://greerjournal.com/the-greer-report-12-4-2022/

138. Of note, Dr. Greer's accusations about the bogus jobs numbers is appearing to have been prescient.[22]

139. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own.

Idea Theft #7: The Gender Reassignment Story

140. On September 20, 2022 (within the statute of limitations of this cause of action), Plaintiff was an invited speaker before the State Board of Education for Ohio. His topic was on the harms caused by gender reassignment surgery.[23]

141. Carlson received Plaintiff's blast emails that included links to those stories. He read them, as usual.

142. On September 22, 2022, Carlson led off his show with comments very similar to what Plaintiff stated on the 20th. Plaintiff does not have a copy of this Carlson show because it is proprietary, but it will be obtained.

143. Plaintiff issued a violation warning to Carlson's lawyers, which was ignored:

> "From: SG <steve@greerjournal.com>
> Sent: Thursday, September 22, 2022 8:03 AM
> To: Terence <McCormick@mintzandgold.com>
> Cc: Tucker Carlson <tucker.carlson@foxnews.com>
>
> Subject: Violation
>
> Tucker Carlson's opening segment last night was lifted straight from my discussion at the Ohio Department of education this week…"

[22] Hoft, J. "Is the Bureau of Labor Statistics Cooking the Books for Joe Biden to Help His Campaign… Like They Did with Obama?" Gateway Pundit, February 2, 2024

[23] https://greerjournal.com/steven-e-greer-speaks-at-ohio-department-of-education-hearing-to-oppose-the-biden-agenda-grooming-transgenders/

144. In this incident, the idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to Carlson. The use of the idea was clearly conditioned on the obligation to pay Plaintiff. Carlson voluntarily accepted the idea disclosure. Carlson used the idea on his show, and the idea had value.

145. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own.

Idea Theft #8: The Dr. Ladapo Interview

146. On January 18, 2024, Tucker Carlson posted to his Internet channel, TCN, an interview with the Surgeon General for Florida, Joseph Ladapo, MD. He was invited by Carlson specifically to discuss an idea that originated by Dr. Greer.

147. Defendant Carlson knows that Plaintiff owns this idea. Justin Wells, who is Tucker Carlson's "President" of his new company, *Last Nation, Inc*, was sent an email from Greer about this story, as usual. In addition, Plaintiff emailed Carlson's attorney about this "idea theft".

148. Dr. Greer's idea was seen by millions of people on his Rumble channel[24] and has led to numerous other articles[25, 26] that reference Dr. Greer. Many state and federal lawmakers, as well as thought leaders in medicine, know that Dr. Greer initiated this idea. However, the mass audiences who watch Tucker Carlson do not.

149. In fact, the effort by some state attorneys general, governors, and Dr. Ladapo to have the vaccines removed from the market all originated with Dr. Greer. He has been coordinating these efforts behind the scenes.[27]

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[24] https://rumble.com/v2owij0-why-the-covid-mrna-vaccines-are-actually-dna-gene-therapies-that-must-be-re.html
[25] https://www.theepochtimes.com/health/green-monkey-dna-found-in-covid-19-shots-5317587
[26] https://thehcc.tv/2024/01/29/exclusive-sucharit-bhakdi-and-kevin-mckernan-explain-why-the-covid-vaccines-are-actually-dna-gene-therapies-that-must-be-removed-from-the-market/
[27] This can be confirmed by staff from the attorneys general of Louisiana and Missouri, as well as staff from the offices of the Texas and Florida governors. In addition, many other private lawyers and presidential candidates can conform Dr. Greer's efforts on this topic.

150. As a result, Plaintiff notified Carlson's lawyer in this instant case of the egregious violation and demanded a correction to be made on his channel. He received no reply.

> From: SG <steve@greerjournal.com>
> Sent: Thursday, January 18, 2024 2:05 PM
> To: Mark Meuser (Dhillon Law)
> <mmeuser@dhillonlaw.com>
> Subject: Violation
>
> https://twitter.com/TuckerCarlson/status/1746942000082108434
>
> This interview by Tucker Carlson with Dr. Ladapo is based entirely on my ideas and videos. Please issue a correction. Failure to do so will be willful and malicious violations.
>
> This is the story that started the idea of the Pfizer and Moderna shots being "gene therapies" that must be removed from the market. Before my story, people were only exposing "DNA contamination" and not demanding the shots be removed.
>
> Exclusive: Why the COVID "mRNA" vaccines are actually DNA gene therapies that must be removed from the market
>
> The Epoch Times covered the interview. Ron DeSantis and Dr. Ladapo used it in subsequent comments. Tucker Carlson watched the video last year when I made it.
>
> Steven E. Greer, MD
> (212) 945-7252

151. This is no small story for Tucker Carlson to misappropriate. Now, millions of people believe that someone other than Dr. Greer was behind this big idea. Plaintiff has been greatly harmed. This is the grandaddy of idea thefts by Carlson, and it occurred only one month ago.

152. In this incident, the idea was created by the Plaintiff. Plaintiff disclosed the idea for sale to Carlson. The use of the idea was clearly conditioned on the obligation to pay Plaintiff. Carlson voluntarily accepted the idea disclosure. Carlson used the idea on his show, and the idea had value.

153. These actions violated California Bus. & Prof. Code § 17200. It was unfair and fraudulent of Carlson to use Plaintiff's work without payment and then pass it off to the public as his own.

Federal Litigation Never Challenged the Merits of These Allegations

154. The aforementioned incidents of idea theft were components of the *Greer v. Fox News* federal litigation.

155. The lawyers for the defendants never argued that the allegations were false.

156. No judge ever questioned the merits of the claims.

CAUSE OF ACTION #1:
Breach of a *Desny* Implied-In-Fact Contract

Addressing the Minute Order

157. The January 16th Minute Order (Page 5) by this Court references a federal court comment, "the (federal) Court found even if the Court were to consider his implied-in-fact contract claim, Plaintiff has not adequately alleged its elements."

158. That is an irrelevant matter here. Given that no contract law was ever used as a cause of action before, then obviously Plaintiff never stated the elements in federal court. That federal court was making the argument that Plaintiff did not deserve the right to amend the complaint.

159. The Minute Order then states case law establishing the elements that must be met in this instant case. However, that 1957 case law used by this Court (*Chandler v. Roach* (1957) 156 Cal.App.2d 435, 440) was rendered outdated, with regards to defining the elements for implied-in-fact contract, by the much later *Grosso v. Miramax Film Corp*., 383 F.3d 965, 967 (9th Cir. 2003), *amended by* 400 F.3d 658 (9th Cir. 2005), which ruled, ""**If . . . a studio or producer is notified that**

a script is forthcoming and opens and reviews it when it arrives, the studio or producer has by custom implicitly promised to pay for the ideas if used."

160. On Page 6 of the Minute Order, it states, "Second, Plaintiff has not alleged any facts showing an agreement by Defendant to compensate Plaintiff for his ideas, nor are there facts showing mutual assent by Defendant…"

161. Again, this statement was based on the outdated 1957 *Chandler v. Roach*. The 2005 case of *Grosso v. Miramax Film* was a landmark decision that changed how the entertainment industry establishes implied-in-fact contracts. This entire instant case revolves around *Grosso*. If it were not for *Grosso*, then Plaintiff would not have filed this Complaint. This seems to have been overlooked in the Minute Order.

162. The Minute Order then erred by seeming to claim that the two-year statute of limitations had tolled, but then defeats its own argument by admitted that not all of the actions occurred longer than two-years prior to filing.

163. On Page 6, "First, much of Plaintiff's claim appears to be barred by the two-year statute of limitations set forth in Code of Civil Procedure section 339"

164. This means that many of the alleged acts of Tucker Carlson lifting ideas do indeed fall within the statute of limitations.[28] Tucker Carlson made Idea Theft #8 just last month. There is no basis for granting a demurrer on statute of limitations.

165. Plaintiff argues that all of the alleged violations are allowed due to various legal principals. Those arguments will be made (again) in the future if a demurrer is filed again.

166. The following paragraphs are re-presented from the original Complaint.

California Law on Implied-In-Fact Contract

167. *California Civil Code § 1619* states "A contract is either express or implied."

[28] Even the Defendant's lawyers admit this in their demurrer briefs.

168. *California Civil Code § 1621* states "An implied contract is one, the existence and terms of which are manifested by conduct."

It Is For a Jury to Decide the Existence of an Implied-In-Fact Contract

169. California **jury instructions** list as a reference:

> "The formation of an implied contract can become an issue for the jury to decide: "Whether or not an implied contract has been created is determined by the acts and conduct of the parties and all the surrounding circumstances involved and is a question of fact." (*Del E. Webb Corp. v. Structural Materials Co*. (1981) 123 Cal.App.3d 593, 611 [176 Cal.Rptr. 824], internal citation omitted.)"

170. Whether or not an implied-in-fact contract was established in this instant case is for a jury to decide, not by a motion to dismiss or other dispositive motion.

Breach of Contract is Not Preempted by Federal Copyright Law

171. The federal courts have made it clear that **state tort law breach of contract claims are not preempted by copyright law** because they pass the "extra elements" test.

> "But if an extra element is required instead of or in addition to the acts of reproduction, performance, distribution or display, in order to constitute a state-created cause of action," there is no preemption." *Computer Assocs. Int'l, Inc. v. Altai, Inc*., 982 F.2d 693, 716 (2d Cir. 1992)

172. Whether or not a breach of **implied-in-fact contract**, such as this instant Complaint uses, is preempted was decided by *Montz v. Pilgrim Films & Television, Inc*., 649 F.3d 975, 981 (9th Cir. 2011), *cert. denied,* 132 S. Ct. 550 (2011) and then *Forest Park Pictures v. Universal Television Network, Inc.*, 683 F.3d 424, 430 (2d Cir. 2012).

> "Here the Complaint specifically alleges that the contract includes **by implication** a promise to pay for the use of Forest Park's idea…A claim for breach of a contract including a promise to pay is qualitatively different from a suit to vindicate a right included in the Copyright Act and is not subject to preemption"

173. Also, in *Greer v. Fox News*. 20-cv-5484 S.D.N.Y., addressing the same theft of ideas facts as are stated in this instant Complaint, that concept was affirmed by citing *Forest Park,* which relies on *Computer Assocs.* (*See* Jurisdiction section above).

Pitching Ideas Creates an Implied-In-Fact Contract

174. The 1956 case of *Desny v. Wilder*, 46 Cal. 2d 715, 299 P.2d 257 (1956) and numerous progeny cases establish how implied-in-fact contracts are established when a content creator pitches an idea to a studio and the studio then uses the idea for a profit generating film, TV, or print product.

175. Although *Desny* established that courts may only imply a contract where the parties' actions clearly demonstrate that the parties intended to contract, California has significantly relaxed this rule. Cases such as *Thompson v. California Brewing Co*., *Kurlan v. CBS, Inc.*, and 97 *Whitfield v. Lear*, 751 F.2d 90, 93 (1984), have found industry trade and custom sufficient to establish a promise to pay. For example, the court in *Whitfield* stated, "**If . . . a studio or producer is notified that a script is forthcoming and opens and reviews it when it arrives, the studio or producer has by custom implicitly promised to pay for the ideas if used**." In *Grosso v. Miramax Film Corp*., 383 F.3d 965, 967 (9th Cir. 2003), *amended by* 400 F.3d 658 (9th Cir. 2005).., because California courts may infer a promise to pay merely from "the circumstances preceding and attending disclosure," California law reflects a lenient approach to inferring a promise to pay in idea submission. **It is assumed to be part of standard industry practice for ideas to be pitched to studios and, if used by the studio, for the studio to pay the creator. Expectation of payment is implied.**[29]

176. **For a *Desny* claim, the elements** of a breach-of-implied-in-fact contract claim for idea disclosure are (1) **The idea was created** by the plaintiff, (2) **plaintiff disclosed the idea for sale** to the defendant, (3) the **use of the idea was clearly conditioned on the obligation to pay** the

[29] This paragraph was taken from the treatise by Galavis, Arian. "Reconciling the Second and Ninth Circuit Approaches to Copyright Preemption" The Journal of Science & Technology Law of Boston University. Vol. 19. 2013

plaintiff, (4) the **defendant voluntarily accepted the idea** disclosure, (5) the **defendant actually used the idea**, and (6) the **idea had value**. *See* Jonathan R. Sandler, *Idea Theft and Independent Creation: A Recipe for Evading Contractual Obligations*, 45 Loy. L.A. L. Rev. 1421 (2012).

177. In this instant Complaint, Plaintiff "**created**" the ideas and published them. No person or court has disputed that.

178. Plaintiff "**disclosed**" his ideas for "**sale**" and the "consideration" of either cash payment or valuable public acknowledgement when he pitched the ideas via email to the defendants. Carlson "**accepted**" and "**used the ideas**" for his TV show when he opened and reviewed the ideas. Using the ideas were of "**value**" to Carlson.

179. Carlson did not independently come up with the same ideas. No person has claimed, and no court has ruled, that Carlson came up with the ideas on his own.

180. Carlson benefitted from using Plaintiff's ideas because his TV show needs ideas to attract views, and his TV show generates hundreds of millions of dollars in revenue and pays for his salary.

A Specific Price Offer Need Not Have Been Made

181. Tucker Carlson did not make Plaintiff a specific price offer for his ideas that he used on *Tucker Carlson Tonight*. However, a specific price offer is not required for this claim.

182. *Desny* and *Grosso* do not require proof of a specific price offer to satisfy the elements of an implied-in-fact contract.

The Breach of Contract Caused Irreparable Damage

183. The Jeffrey Epstein story and Dr. Ladapo interview topics, for examples, were two of the most important stories over that last few years. Had Plaintiff been properly credited and paid for those stories, he would have been recognized as a national figure in news along with peers, such as

Project Veritas, Glenn Greenwald (with his Substack and Intercept companies), Joe Rogan with Spotify, etc.

184. Supporting that assertion is how WABC radio was planning with Plaintiff to create a radio a show for him.[30] Also, various cable TV networks (e.g., CNBC, Fox Business) and news outlets (e.g., Reuters and Dow Jones) have recognized Plaintiff's works.

185. The value of the damages to Plaintiff are best estimated by looking at comparable companies, listed above, *inter alia*.[31] Those companies are all worth more than $1 Billion.

186. The damage done to Plaintiff is irreparable. The big stories misappropriated by Carlson are once-in-a-lifetime events. He cannot get those missed opportunities back.

CAUSE OF ACTION #2:
Violation of California Bus. & Prof. Code, § 17200, et seq (unfair competition law)

187. Plaintiff repeats, re-alleges, adopts and incorporates each and every allegation contained in the paragraphs above, inclusive as though fully set forth herein.

188. The Unfair Competition Law ("UCL") prohibits any unlawful, unfair, and fraudulent business acts and practices.

> "§ 17200: As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code."

189. California's unfair competition law (UCL) (§ 17200 et seq.) purpose is to protect

[30] Those plans were killed when Fox News, *et al* blacklisted Plaintiff. That is the subject of the federal litigation.
[31] Plaintiff is an expert at valuing companies. As a Wall Street analyst and portfolio manager, he built the financial models for many companies under coverage of his research teams. The gold standard for valuation is what the free markets determine, as measured by comparable companies. Other methods, such as discounted free cash flow or arbitrary multiples of earnings, are ways to gauge whether the markets are getting it right or are in a bubble.

both consumers and competitors by promoting fair competition in commercial markets for goods and services. (*Barquis v. Merchants Collection Assn*. (1972) 7 Cal.3d 94, 110, 101 Cal.Rptr. 745, 496 P.2d 817.)

190. The UCL's scope is broad.

191. By defining unfair competition to include any "*unlawful* ... business act or practice" (§ 17200, italics added), the UCL permits violations of other laws to be treated as unfair competition that is independently actionable. (*Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co*. (1999) 20 Cal.4th 163, 180, 83 Cal.Rptr.2d 548, 973 P.2d 527.)

192. By defining unfair competition to include also any "*unfair or fraudulent business act or practice*" (§ 17200, italics added), the UCL sweeps within its scope acts and practices not specifically proscribed by any other law. (*Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*)

193. Not only public prosecutors, but also "any person acting for the interests of ... the general public," may bring an action for relief under the UCL. (§ 17204.) Under this provision, a private plaintiff may bring a UCL action even when "the conduct alleged to constitute unfair competition violates a statute for the direct enforcement of which there is no private right of action." (*Stop Youth Addiction, Inc. v. Lucky Stores, Inc*. (1998) 17 Cal.4th 553, 565, 71 Cal.Rptr.2d 731, 950 P.2d 1086.) "This court has repeatedly recognized the importance of these private enforcement efforts." (*Kraus v. Trinity Management Services* (2000) 23 Cal.4th 116, 126, 96 Cal.Rptr.2d 485, 999 P.2d 718.)

194. Defendant Carlson violated, and continues to violate, the UCL by engaging in the **unlawful business** act of Breach of Contract and Fraud.

195. Defendants' business practices are **unfair** because they are immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. Carlson is far bigger than Plaintiff and has unfair bargaining power.

196. Defendant violated, and continue to violate, the UCL by engaging in the **fraudulent business acts** and practices of misappropriating Plaintiff's works, then portraying it their viewers and readers as their own. By doing so, they deceived the public, which is fraudulent per this California statute. Also, when Carlson pretended to be a Fox producer to evade Plaintiff, he committed fraud.

197. **Defendant gained an economic benefit** from his unfair competition. He avoided paying Plaintiff millions of dollars. Also, Plaintiff's high-quality work that he misappropriated increased their brand and viewership, which translated into higher advertising revenues.

198. Plaintiff has suffered from Defendants' unfair competition. As detailed above in the other causes of action, Plaintiff has lost actual and prospective lucrative media contracts, lost the consequential benefits of being in the media, and has lost revenue from books, *inter alia*.

199. On April 24, 2023, Fox News fired Tucker Carlson. That implies his guilt.

SUMMARY of ARGUMENTS

200. Tucker Carlson is a serial plagiarist who has made a cable TV career out of repackaging content from others into a live show. He does not give credit to the original sources. This is his *modus operandi* and he cannot stop.

201. Tucker Carlson has never denied that he used Plaintiff's ideas. No judge has ever doubted the merits of Plaintiff's allegations.

202. Half of the "Idea Thefts" have occurred within the two-year statute of limitations from when this case number was generated. The rest are eligible for this action because of legal doctrines. It is all part of a pattern of TV production for Carlson, which is for a jury to decide.

203. The causes of action in this Amended Complaint have never been used before by Plaintiff in prior lawsuits. The January 16th Minute Order by this Court erred. *Res judicata* and *collateral estoppel* do not apply.

204. *Collateral estoppel* also does not apply because Tucker Carlson was never a defendant in Plaintiff's prior cases, nor does he enjoy the poorly defined legal theory of "privity".

205. In fact, Carlson embodies the opposite of privity with Fox News. He was fired by Fox News, is on bad terms with Fox, and launched a media company that is a grave threat to Fox News. When the owners of Fox News had a chance to legally represent Carlson in this instant case, they did not do so.

206. There is no case law supporting the notion that Carlson shares privity with Fox News.

207. The Minute Order also erred by using outdated 1957 case law to define the elements of breach of implied contract. The more recent *Grosso v. Miramax Film Corp*., 383 F.3d 965, 967 (9th Cir. 2003), *amended by* 400 F.3d 658 (9th Cir. 2005) is what applies here.

208. Per *Grosso*, it is industry standard for Carlson to presume that Plaintiff expects payment if his ideas were used.

209. The UFC cause of action applies here because Carlson and his companies are Californian, viewers in California are where the damages occurred, and UFC applied to *Desny* has never been used by Plaintiff previously.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter an award and judgment in his favor, and against Tucker Carlson as follows:

1. Awarding Plaintiff for general damages to be determined at trial;

2. Awarding Plaintiff damages for (a) lost profits, (b) lost enterprise value, and (c) security expenses, in a just and reasonable amount of no less than $1,000,000,000 (One billion U.S. dollars)

3. For special damages according to proof;

4. For punitive damages according to proof;

5. For civil penalties as provided by law;

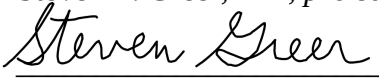
6. For reasonable attorneys' fees and costs of said suit;

7. For prejudgment interest, according to proof; and

8. For such other and further relief as the Court deems just and proper.

Dated: February 5, 2024

Steven E. Greer, MD, *pro se*



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