

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

LARRY KLAYMAN,
:
:
Plaintiff, :
:
v. :
:
PGA TOUR, DP WORLD TOUR, JOSEPH :
WILLIAM MONAHAN IV, and KEITH :
PELLEY, :
:
Defendants. :
:
:
_____ :

Case No. 50-2022-CA-006587

**PGA TOUR AND JOSEPH WILLIAM MONAHAN IV'S
MOTION FOR A PROTECTIVE ORDER**

Pursuant to Florida Rule of Civil Procedure 1.280(c), Defendants PGA TOUR and its Commissioner, Joseph William Monahan IV (collectively, the "TOUR" or "PGA TOUR"), move for a Protective Order staying all existing discovery and precluding Plaintiff from noticing or serving any additional discovery pending resolution of the TOUR's Motion to Dismiss, and state:

Preliminary Statement

Plaintiff Larry Klayman—a frequent *pro se* plaintiff in frivolous, ultimately dismissed lawsuits in this Court and elsewhere—has followed up his filing of a putative class action complaint with a string of objectionable discovery requests in a misguided attempt to back-door discovery for a separate federal lawsuit and bolster his media exposure. Plaintiff already has served two sets of overly broad, unduly burdensome, and oppressive discovery requests on each of the TOUR defendants, including 138 requests for production, and has sought to schedule a deposition of Commissioner Monahan. Even beyond a general scorched earth approach, many of Plaintiff's requests impermissibly seek discovery that is not relevant to the issues in this case, but

rather reflect an attempt to obtain discovery pertaining solely to allegations in a separate federal litigation in which Plaintiff is serving as outside counsel for a professional golfer. In addition, Plaintiff has filed notices of intent to depose professional golfers, including two of the most famous professional golfers in the world (Tiger Woods and Rory McIlroy), none of whom is a party to this lawsuit nor even mentioned in the complaint. Plaintiff immediately tweeted about the notices of the Woods and McIlroy depositions after filing the notices—a clear publicity stunt and fishing expedition with no connection to the issues in this litigation.

As detailed in the Motion to Dismiss contemporaneously filed by the TOUR, the complaint fails to state any claim upon which relief can be granted and is deficiently pled in numerous respects, each of which standing alone warrants dismissal. Because the Motion to Dismiss will likely dispose of the entire action at the pleading stage, there is no reason to burden the parties with discovery that may soon be rendered moot, let alone to now require the TOUR to devote tremendous time and resources to addressing the massive and objectionable discovery that Plaintiff already has sought. Accordingly, a Protective Order staying all discovery pending disposition of the Motion to Dismiss is warranted.

Background

A. Plaintiff Larry Klayman

Plaintiff is an attorney and self-styled “conservative legal activist” (*see* Exhibit 1) who has filed dozens upon dozens of *pro se* lawsuits against high profile figures and entities that have been found by federal and state courts to be meritless. In the past year alone, multiple courts, including this Court,¹ have rejected Plaintiff’s claims outright. Courts also have found Plaintiff’s litigation

¹ *See, e.g., Klayman v. Cable News Network*, Case No. 20-82039, 2022 WL 3031265, at *3 (S.D. Fla. June 22, 2022) (granting motion to dismiss defamation case on multiple grounds, including that “the Complaint is a classic example of . . . shotgun pleading”); *Klayman v. Politico LLC*, Case No. 50-2020-CA-011868-XXXX-MB, 2022 (cont'd)

conduct deeply problematic, leading in some cases to the dismissal of claims and suspension of Plaintiff's ability to practice law before certain courts.²

Although Plaintiff alleges no connection to the TOUR other than being “a spectator” at TOUR events (Compl. ¶ 4), he currently is serving as legal counsel to professional golfer Patrick Reed in a defamation lawsuit that was filed on August 16, 2022, in the United States District Court for the Southern District of Texas. *Reed v. Chamblee*, 4:22-cv-02778 (complaint attached as Exhibit 2.) The named defendants in that case are NBC's Golf Channel and golf commentator Brandel Chamblee, who are alleged to have defamed Reed in connection with Reed's “constructive[] terminat[ion] as a member of the PGA Tour, as a result of threats made and actions taken by it's [sic] Commissioner Jay Monahan and his PGA Tour” due to Reed's signing with LIV Golf—a new competitive professional golf organization backed by the leader of Saudi Arabia. (Ex. 2, ¶¶ 10-11.) The complaint further asserts that Chamblee unlawfully criticized Reed for, *inter alia*, “aligning [himself] with a tyrannical, murderous leader.”³ (*Id.* ¶ 32.) Reed accuses

WL 1134304, at *10 (Fla. 15th Cir. Ct. Mar. 22, 2022) (dismissing complaint with prejudice pursuant to the Florida Anti-SLAPP statute); *Klayman v. Fitton*, Case No. 1:19-cv-02793, 2021 WL 4476747, at *1, *3 (D.D.C. Sept. 30, 2021) (dismissing defamation case, noting that Plaintiff was suing defendants “for the umpteenth time” and that “public dockets in two federal cases . . . plainly contradict Plaintiff's version” of facts).

² See, e.g., *In re Klayman*, 991 F.3d 1289, 1297 (D.C. Cir. 2021) (suspending Plaintiff from practicing before the court and referring him “to the Committee on Admissions and Grievances for recommendations about any further discipline warranted by Mr. Klayman's failure to comply” with disciplinary rules); *Klayman v. ALM Media, LLC*, Case No. 21-CV-80839, 2021 U.S. Dist. LEXIS 140196, at *3-4 (S.D. Fla. July 27, 2021) (cataloguing Plaintiff's failures to comply with court orders and concluding that his “contumacious disregard of the authority of this Court warrants the severe sanction of dismissal”); *Klayman v. Fox*, Civil Action No. 18-1579, 2019 WL 2396538, at *1-3 (D.C. Cir. June 5, 2019) (detailing certain disciplinary proceedings against Plaintiff and granting defendants' motion to dismiss Plaintiff's lawsuit against the D.C. Office of Disciplinary Counsel).

³ In a bizarre and hypocritical twist, Plaintiff himself has made strikingly similar criticisms of golfers aligning themselves with LIV Golf, even expressly endorsing Chamblee's concerns. In February of this year, Plaintiff tweeted: “Brandon Chamblee of Golf Channel and Others Have It Right: Don't Sell Your Soul to the Murderous Saudi Regime Which Gave Us September 11! There Is No Justification to Get Into Bed With the Saudis Other Than Pure Greed!” (See Exhibit 3.) That followed tweets attacking PGA Tour golfers as “Whores” for “Selling their Soul to the Saudi Devil” and “Evil Saudis.” (See Exhibits 4-6.) In March, Plaintiff tweeted criticism of golfer Greg Norman and others for being “in Bed With the Evil Saudis and States Who Launder Terrorist Money,” referring to American and European golfers' participation in competition in Dubai as “a Disgrace and an Outrage!” (See Exhibit 7.)

Chamblee and the Golf Channel of having “conspired as joint tortfeasors for and with the PGA Tour, it’s [sic] executives and it’s [sic] Commissioner Jay Monahan.” (*Id.* ¶ 11.) Moreover, a specific cause of action for “civil conspiracy” contends that Chamblee and the Golf Channel “act[ed] together in concert, along with the PGA Tour.” (*Id.* ¶¶ 128-131.)

B. The Current Action and the TOUR’s Motion to Dismiss

The pending action is premised on Plaintiff’s challenge to the TOUR’s suspension of professional golfers who, on June 9, 2022, participated in a LIV Golf tournament. (Compl. ¶¶ 16-18.) In the complaint filed on June 28, 2022, Plaintiff seeks to represent a putative class of “similarly-situated Florida residents” (*id.* ¶ 28), alleging that the TOUR and co-defendant violated the Florida Antitrust Act and engaged in a “civil conspiracy” by seeking to prevent LIV Golf from competing against the TOUR in the United States.

Contemporaneously with the filing of this Motion for a Protective Order, the TOUR has filed a Motion to Dismiss that sets forth the multiple reasons why the complaint fails to state a claim under Florida law. As detailed therein, the complaint pleads no facts to establish Plaintiff’s standing to bring his antitrust claims, as there are no allegations regarding when and from whom Plaintiff purportedly purchased spectator admission tickets to TOUR golf tournaments, or demonstrating that he purchased his tickets directly from the TOUR. Nor does the complaint plead any facts to support the wholly conclusory assertions that the alleged conduct by Defendants: (1) caused the price of spectator admission to TOUR golf tournaments to increase after June 9, 2022—let alone caused an increase to a supracompetitive level; (2) caused a lessening of competition in professional golf tournaments in the United States; or (3) deterred or altered LIV’s plans for pursuing such competition. In addition, Florida law does not recognize civil conspiracy as a freestanding tort, so Plaintiff’s civil conspiracy claim necessarily fails for the same reasons as his

antitrust claims.

C. Plaintiff's Proposed Burdensome Discovery and Publicity Stunts To Date

On August 8, 2022, Plaintiff served each of the two TOUR defendants with 54 requests for production of documents. (See Exhibits 8-9.) Eleven days later, Plaintiff served each of the two TOUR defendants with an additional 15 document requests (see Exhibits 10-11), bringing the total number of TOUR-directed document requests to 138. The bulk of Plaintiff's requests are extraordinarily overbroad (if not wholly irrelevant) and burdensome. To highlight just a few examples, Plaintiff has demanded:

- All documents that “refer or relate to the LIV Golf Tour and any of the current and rumored future players of LIV Golf Tour, including but not limited to” over 60 individually named golfers;
- All documents “which mention and/or refer or relate to . . . sports washing, blood money, 9/11 or September 11, terrorists or terrorism, Saudi Arabia, Saudi Golf League, Jamal Khashoggi, and Saudi Crown Prince Mohammed bin Salmon”;
- “PGA Tour Air Inc. Flight Manifests” for each of 2018-2021;
- All documents “which refer or relate to other lawsuits filed in state and/or federal court against the PGA Tour and/or its leadership”;
- All documents referring or relating to “lobbyists” or “communications with federal or state politicians” concerning the LIV Golf Tour; and
- “Any and all documents which evidence and/or relate to Donald Trump, his golf clubs such as at Bedminster, New Jersey and Doral, Florida, and the LIV Golf Tour and its players, present and future, as well as President Trump’s financial and expressed written and verbal support for the LIV Golf Tour and its players.”

Several of Plaintiff's document requests are clearly not directed to any issues pertinent to the current litigation, but rather to allegations in the aforementioned federal lawsuit in which Plaintiff represents golfer Patrick Reed against the Golf Channel and Brandel Chamblee. Plaintiff's attempt to leverage the current lawsuit in order to obtain discovery in that separate proceeding could not be any more transparent. For example, Plaintiff demands:

- All documents "generated by and/or which refer or relate to the executive and other staff of NBC's Golf Channel, including but not limited to" 20 specifically named individuals;
- "Contracts and broadcast agreements with NBC's Golf Channel and CBS in effect from 2017 to the present";
- All documents "that refer or relate in any way to communications to and from NBC's Golf Channel and/or Brandel Chamblee, or any person or persons employed by NBC's Golf Channel"; and
- "Any and all documents, including communications with any media which evidence and/or refer or relate to Brandel Chamblee and/or persons at NBC's Golf Channel, which refer and/or relate in any way to the defamation lawsuit brought by Patrick Reed against Brandel Chamblee and Golf Channel."

Plaintiff's discovery has not been limited to the foregoing document requests. On August 23, Plaintiff demanded a deposition of Commissioner Monahan on one of five potential dates in September, informing the TOUR's counsel via email that if counsel did not respond within under 24 hours, Plaintiff simply would notice one of those dates. That same day, Plaintiff filed notices of intent to serve deposition subpoenas on famed golfers Tiger Woods and Rory McIlroy, demanding that such depositions take place on September 21 and September 22. On August 31,

Plaintiff filed a notice of intent to serve a subpoena for deposition *duces tecum* on another famous golfer (and non-party to this lawsuit), Davis Love III, demanding an October 11 deposition and production of, *inter alia*, “any and all documents which refer or relate to competition between the PGA Tour, DP World Tour, and LIV Golf and LIV Golf’s players” and “[a]ny and all communications concerning and/or which refer or relate to LIV Golf and/or its players with Tiger Woods, Rory McIlroy . . . and hosts and analysts at NBC’s Golf Channel including but not limited to Brandel Chamblee.” (*See* Dkt. 17.) It is clear that these subpoenas were designed to generate publicity for the current lawsuit and for Plaintiff himself, as reflected by Plaintiff’s multiple tweets about the subpoenas of Woods and McIlroy on both his own Twitter account and the Twitter account he runs for his organization, Freedom Watch USA (*see* Exhibit 12), and in his self-published press release (*see* Exhibit 13.) The documents sought from Davis Love III further confirm Plaintiff’s attempt to obtain discovery in connection with the separate defamation case in Texas.

Given Plaintiff’s conduct to date, it is a virtual certainty that more burdensome, harassing, and irrelevant discovery requests are forthcoming—likely before the parties have even briefed the TOUR’s Motion to Dismiss or that motion is decided by the Court.

Argument

I. The Court Has Discretion to Issue A Protective Order Restricting Plaintiff’s Discovery and Staying Discovery Pending Resolution of the Motion to Dismiss

Pursuant to Florida Rule of Civil Procedure 1.280(c), the Court may “for good cause shown” issue “any order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense,” including issuing orders that discovery: (1) “not be had”; (2) “may be had only on specified terms and conditions, including a designation of the time or place”; (3) “may be had only by a method of discovery other than that selected by the party seeking

discovery”; and (4) “be limited to certain matters.” Fla. R. Civ. P. 1.280(c)(1)-(4). Trial courts have “broad discretion in overseeing discovery and in protecting persons from whom discovery is sought.” *Citigroup Inc. v. Holtsberg*, 915 So. 2d 1265, 1270 (Fla. 4th DCA 2005).

It is further well-established that courts have discretion under Rule 1.280(c) to issue protective orders staying discovery pending the resolution of a motion that may dispose of a case in whole or in part, such as a motion to dismiss. *See Deltona Corp. v. Bailey*, 336 So. 2d 1163, 1169 (Fla. 1976) (explaining that “postponing discovery for a short period of time pending determination of material, outstanding motions may be within the discretion of the trial court”); *see, e.g., Romanoff v. Lazarus*, 267 So. 3d 33, 35 (Fla. 4th DCA 2019) (noting that the Fifteenth Circuit Court had “granted [respondent]’s motion to stay discovery pending the motion to dismiss”); *Elsner v. E-Com. Coffee Club*, 126 So. 3d 1261, 1264 (Fla. 4th DCA 2013) (issuing ruling on the relevance of discovery “without prejudice for petitioners to ask the trial court to exercise its discretion and stay the discovery pending a ruling on the motion to dismiss”); *Feigin v. Hosp. Staffing Servs.*, 569 So. 2d 941, 942 (Fla. 4th DCA 1990) (per curiam) (finding that “the trial court did not abuse its discretion . . . by staying appellant’s discovery depositions pending the motion to dismiss hearing”).⁴

Indeed, in November 2020, this Court granted a Protective Order *against Plaintiff* preventing him from taking publicity-stunt depositions of Joseph R. Biden and his deputy campaign manger (noticed for two days after the Presidential election) pending disposition of a

⁴ Federal courts in Florida also frequently recognize good cause for a stay exists when a motion to dismiss is pending and a grant of that motion may reduce or eliminate discovery burdens. *See, e.g., David v. United States*, Case No. 8:19-cv-2591-T-36JSS, 2020 WL 1862606, at *2 (M.D. Fla. Apr. 14, 2020) (finding stay warranted where motion “raise[d] potentially meritorious challenges to the complaint, which outweigh any harm to Plaintiff that a delay in discovery or case management would cause”); *Lewis v. Mercedes-Benz USA, LLC*, Case No. 19-CIV-81220, 2020 WL 4923640, at *4 (S.D. Fla. Mar. 25, 2020) (granting stay and explaining that defendants “should not be forced to expend substantial resources answering discovery” in light of “facial challenges pending before the Court”).

motion to dismiss Plaintiff's complaint. *See Klayman v. Biden*, Case No. 50-2019-CA-013457-XXXX-MB (Fla. 15th Cir. Ct. Nov. 10, 2020), No. 116454703 (Dkt. 26.)

II. A Protective Order Staying All Discovery and Precluding Plaintiff From Additional Discovery During the Pendency of the Motion to Dismiss Is Warranted

That Plaintiff's proposed discovery to date is oppressive, unduly burdensome, and otherwise highly objectionable is virtually self-evident. As noted above, the document requests are extraordinarily overbroad in both quantity and scope, seeking "all" documents on a vast variety of topics across myriad requests of the TOUR and its Commissioner alone, many of which have no bearing whatsoever on the purported antitrust or "civil conspiracy" issues raised by Plaintiff in this lawsuit. Some requests are clearly intended to obtain discovery in connection with the separate federal defamation lawsuit against other parties in which Plaintiff is serving as outside counsel—a plain violation of Florida Rule of Civil Procedure 1.280(b)(1), which permits discovery only to the extent it "is relevant to the subject matter *of the pending action.*" Fla. R. Civ. P. 1.280(b)(1) (emphasis added). Other discovery demands, such as the noticed depositions of Tiger Woods and Rory McIlroy, are mere publicity stunts designed to garner notoriety for Plaintiff and his lawsuit, and pester famed athletes with subpoenas purporting to command their depositions in short order.

Even if the TOUR had not filed a Motion to Dismiss, all of the foregoing would constitute ample good cause under Rule 1.280(c) for a Protective Order limiting discovery.

But a Protective Order is that much more appropriate here because the Motion to Dismiss will likely dispose of Plaintiff's claims in their entirety and with prejudice, thus mooting discovery. This is so not just because of Plaintiff's lengthy history of filing frivolous suits that have been summarily dismissed, but also because the complaint in this case suffers from myriad deficiencies. To require the TOUR to engage in discovery while such a dispositive motion is pending thus would constitute an "undue burden or expense" against which Rule 1.280(c) is designed to protect.

Plaintiff, on the other hand, would suffer no prejudice from the stay. There is no reason to suspect that the Motion to Dismiss cannot be fully briefed and decided in an expeditious manner. In the unlikely event that any portion of the complaint survives, Plaintiff would have the opportunity to pursue appropriately tailored discovery after the Court issues its decision.

Conclusion

For the foregoing reasons, the TOUR respectfully submits that this Court enter a Protective Order staying all discovery and precluding Plaintiff from noticing or serving any additional discovery pending the decision on the TOUR's Motion to Dismiss.

Dated: September 2, 2022

Respectfully submitted,

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Exhibit 1

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Exhibit 2

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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

PATRICK NATHANIEL REED,
c/o 22 Philbrook Way
Woodlands, TX, 77382

Plaintiff,

v.

BRANDEL EUGENE CHAMBLEE,
1800 E Cactus Rd, Unit 32
Scottsdale, AZ, 85259

And

TGC, LLC
d/b/a Golf Channel
1 Blachley Road
Stamford, CT, 06902

Defendants.

COMPLAINT

I. INTRODUCTION

Plaintiff PATRICK NATHANIEL REED (“Mr. Reed”) or (“Plaintiff”) brings this action against Defendant BRANDEL EUGENE CHAMBLEE (“Chamblee”) and TGC, LLC d/b/a GOLF CHANNEL (“Golf Channel”) acting in concert, jointly and severally, in this civil action for general defamation, defamation per se, defamation by implication, as a result of Defendants’ causing actual damages, compensatory damages, and giving rise to punitive damages, including continuing and aggravated harm to Mr. Reed’s professional, business and personal reputation and livelihood. As grounds therefore, Mr. Reed alleges as follows:

II. JURISDICTION AND VENUE

1. This Court has diversity jurisdiction over this case pursuant to 28 U.S.C. § 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

2. Venue is proper pursuant to 28 U.S.C. § 1391(b)(3) in that this is a district in which a substantial part of the events or omissions giving rise to Plaintiff's claim occurred.

III. PARTIES

3. Mr. Reed is an individual, natural person who is a citizen of the state of Texas.

4. Defendant Chamblee is an individual, natural person who is on information and belief a citizen of the state of Arizona.

5. Golf Channel is a limited liability corporation incorporated under the laws of Delaware and with its headquarters in the states of Connecticut and Florida.

IV. STANDING

6. Mr. Reed has standing to bring this action because he has been directly affected and victimized by the unlawful conduct complained herein. His injuries are proximately related to the intentional and malicious conduct of Defendants, each and every one of them acting in concert jointly and severally, as joint tortfeasors.

V. FACTS

BACKGROUND FACTS

7. Mr. Reed is a professional golfer who began his career after winning back-to-back NCAA Championships at Augusta State University and started his professional career by "Monday-qualifying" for PGA Tour events in 2012 with his then fiancé and now wife caddying for him. The duo earned Mr. Reed a PGA Tour Card through qualifying school (q-school) for the PGA Tour in 2012. Together, they won their first PGA tournament in their first season on the PGA Tour at The Wyndham Championship in 2013 at Sedgefield Country Club. Patrick Reed was 23 years-old. Since his first win, Mr. Reed has gone on to win a total of 9 PGA Tournaments, including his first major championship victory in 2018, at The Masters in Augusta, Georgia, at

the age of 27. He became a dual member of the PGA Tour and the European Tour in 2015 and successfully made it to each tour's grand finale for the best players in the world, The Tour Championship and the Race to Dubai. He is not only a Masters champion, but also a 9-Time PGA Tour champion, and an 8-time United States Team member, an Honorary Lifetime Member of the DP World Tour, and he has had an highly successful career, having just turned 32 years-old. He was a voting member on the PGA Tour and consistently made it to the Tour Championship every year since 2014 thru 2021. Mr. Reed has been the only American to play on both the DP World Tour (European Tour) and the PGA Tour since 2015. Mr. Reed is a global professional golfer and, to sum it all up, his 9 PGA Tour wins consist of: two World Golf Championships, two FedEx Cup Play-Off Events, and a major championship at the 2018 Masters tournament. Mr. Reed is one of the most successful and accomplished professional golfers in the world since beginning his career at 22. He was ranked as high as six (6) in the Official World Golf Ranking as late as 2020 and has remained a top player in the world since earning his PGA Tour card in 2013 and has proudly represented the United States worldwide on team events and individually since 2014.

8. And to put this all in perspective, Mr. Reed is the youngest World Golf Champion ever, beating out Tiger Wood's record of youngest World Golf Champion by 26 days. Mr. Reed won his debut World Golf Championship event at Doral, Florida, at the age of 23. Last, but hardly least, Mr. Reed is also the fourth American golfer to receive an honorary lifetime membership on the European Tour; the previous three Americans were the late Arnold Palmer, Jack Nicklaus, and Tom Watson. He also holds three PGA Tour records on Tour.

9. Mr. Reed has represented the United States of America eight (8) times in the Ryder Cup, President's Cup and the Olympic Games. In 2014 and 2016, Mr. Reed was the leading point scorer for the American Ryder Cup team, which earned him the nickname "Captain America."

10. Despite his exceptional world class golfing achievements, in June of 2022, Mr. Reed was constructively terminated as a member of the PGA Tour, as a result of threats made and actions taken by its Commissioner Jay Monahan and his PGA Tour, and signed with LIV Golf.

11. To compound matters, both before and in furtherance of the threats made and actions taken by the PGA Tour and its Commissioner Jay Monahan, to constructively terminate Mr. Reed, Defendants Chamblee and NBC's Golf Channel have conspired as joint tortfeasors for and with the PGA Tour, its executives and its Commissioner Jay Monahan, to engage in a pattern and practice of defaming Mr. Reed, misreporting information with falsity and/or reckless disregard of the truth, that is with actual and constitutional malice, purposely omitting pertinent key material facts to mislead the public, and actively targeting Mr. Reed since he was 23 years old, to destroy his reputation, create hate, and a hostile work environment for him, and with the intention to discredit his name and accomplishments as a young, elite, world-class golfer, and the good and caring person, husband and father of two children, he is. It is well-known on tour that Mr. Reed has been abused and endured more than any other golfer from fans or spectators who have been allowed to scream obscenities only to be glorified by NBC's Golf Channel for doing so, because it gets Defendants Chamblee and Golf Channel "clicks", viewership, ratings and increased revenue. For Defendants it does not matter how badly they destroy someone's name and life, so long as they rake in more dollars and profit.

12. These calculated, malicious, false and/or reckless attacks have had a direct effect on Mr. Reed's and his family's livelihood and he has suffered major damages through the loss of not just one, but multiple multi-million dollar sponsorship deals as a result of the continuous harm that Brandel Chamblee and NBC's Golf Channel's have inflicted and continue to inflict upon Mr. Reed with defamatory publications that are false and/or made with a reckless disregard for the

truth. These meritless accusations and misreported information intentionally deceive the public for corporate gain with no accountability to the public or Mr. Reed and his family. In joining LIV Golf it is evident that Defendants, each and every one of them, conspiring with the PGA Tour and the DP World Tour, as joint tortfeasors, continue to use the same and or similar tactics to defame other LIV players, and LIV, with the intention to destroy them and their families professionally and personally, and thus eliminate them as competitors to the PGA Tour and the DP World Tour.

13. In this regard, Defendant Chamblee, a former professional golfer, who fell far short of ever rising to the accomplished level of Mr. Reed, and the current analyst for Golf Channel, has become Golf Channel's primary mouthpiece and agent to push this defamatory agenda and inflict severe damage to Mr. Reed, LIV, and other golfers signed with LIV.

14. Golf Channel is firmly ensconced as the PGA Tour's and the DP World Tour's co-conspiratorial agent to push its anticompetitive agenda and message to the public.

15. Defendants Chamblee and Golf Channel are acting in concert with and as agents on behalf of the PGA Tour and DP World Tour, which views LIV as its primary competitor. Thus, Defendants and the PGA Tour and the DP World Tour are defaming and smearing anyone associated with LIV—including Mr. Reed, one of it's most prominent athletes—in order to try to maintain their monopolistic hold on professional golf, and therefore continue to substantially profit, to the tune of an estimated \$1.522 billion in revenue for the PGA Tour alone in 2022.¹ Thus, Defendants literally have billions of reasons to continue to maliciously defame Mr. Reed, LIV, and other golfers signed with LIV, particularly since Golf Channel has highly lucrative contracts

¹ See Mike Purkey, *The PGA Tour Is On a Spending Spree and We Know Who's Going to Get the Bill*, Sports Illustrated, Dec. 21, 2021, available at: <https://www.si.com/golf/news/the-pga-tour-is-on-a-spending-spree-and-we-know-whos-gonna-get-the-bill>

with the PGA Tour and DP World Tour and Defendants are fearful that another major network will acquire the rights to broadcast and cover LIV tournaments and events and compete with Golf Channel, drawing away advertising and substantial revenue.

16. As a result, Defendants, conspiring and acting in concert as joint tortfeasors to defame Mr. Reed, have set out to destroy LIV along with it's golf professionals, such as Mr. Reed, by damaging them financially and in terms of their good will, reputation and standing in the golfing community, professionally and personally, as well as their advancement through by competing in major championships and world golf championships.²

17. As a proximate result of the defamation set forth below and herein, Defendants, acting in concert with the PGA Tour and the DP World Tour and their commissioners, have maliciously caused a hostile workplace environment for Mr. Reed, spilling over to his family. This hostile workplace, which has been made to occur in the tournaments and events which Mr. Reed attends and participates in to earn a living for himself and his family, has been manifested, only in

² The Official World Golf Ranking board ("OWGR"), which in conjunction with Defendants has conspired to restrain trade on behalf of the PGA Tour and DP World Tour, was put the question in 2015 if the OWGR was biased, after three years of the PGA Tour and DP World Tour fighting not to change the system. As a result, a new system was conjured up and rolled out the week of August 14, 2022, by creating a world ranking system that depletes the amount of DP World Tour points by 33 percent and Asian Tour Official World Ranking points awarded (OWGR) by 66%. Yet the PGA Tour doesn't even stand to lose one percent in the new OWGR system, making itself the most powerful tour and thus weakening every other tour. Jay Monahan sits on the board of the OWGR (which is a major conflict of interest) and has voting rights on decisions for OWGR to award world ranking points. The LIV Golf Tour lacks the ability to award OWGR points to their players. These OWGR points effectively determine which players qualify for major and world golf championships, for those players not otherwise exempt. Thus, the PGA Tour's effective ability to earn and award OWGR points to it's players would be significantly impacted if LIV players received the points they should be awarded by a fair, unbiased panel. Because if LIV players did receive the points they should earn for their strength of field, it would reduce the PGA Tour's and DP World Tour's competitive advantage, monopoly power and monopoly over professional golf.

part, by induced personal attacks on him and his family by persons attending these tournaments and events. These induced personal attacks have in turn harmed his performance at tournaments and events, despite his excellent record, which record would be even much greater without the disruption and emotional distress caused by these personal attacks.

18. These induced personal attacks include but are not limited to: “Now on the tee the excavator!,” “You suck!,” “You f..... ing suck!,” “You jackass!,” “You coward!,” “Shovel!,” “Why don’t you dig a grave and bury yourself in it!,” “You piece of shit!,” “No one likes you!,” “Everyone hates you Reed!,” “Good luck digging yourself out of this one!,” “Where are your parents coward?!” “You cheater!,” “Cheat!,” “Everyone hates you cheater!,” “You’re going to miss this you cheater!,” “You cheat in college and on tour and you’re a piece of shit!,” “Beat the cheater’s ass!,” “Sorry Webb for having to play with the cheat! Who did you piss off?!” “Why don’t you introduce your children to their grandparents you ungrateful bitch?!” This is just a sampling of what Defendants maliciously and intentionally caused and furthered with actual malice. These personal attacks occur frequently while Mr. Reed is actively preparing to make his golf shot, or during the golf shot, much less thereafter as he is walking to his next golf shot, as well as lining up and making putts on the green, which putts require a high degree of concentration.

Facts Pertaining to LIV and its Competitors

19. LIV is a professional golf tour operating company which is financially backed by the Public Investment Fund of Saudi Arabia (“PIF”). LIV has its principal place of business in West Palm Beach, Florida, and is seeking to compete against the PGA Tour and DP World Tour both domestically and abroad.

20. LIV's CEO, Greg Norman has publicly stated, "[w]e are not a political organization. We are here to play golf, serve fans, grow the game, and give additional opportunities to players. I also have seen firsthand the good that golf can do around the world, and Saudi Arabia is no different."

21. In addition to LIV, the PIF invests in numerous corporations domestically and worldwide, including but not limited to, Uber, Boeing, Facebook, Citigroup, Disney, Bank of America, Capcom, Nexon, Electronic Arts, Take-Two Interactive, Activision Blizzard, and Berkshire Hathaway.

22. The PIF also purchased Newcastle United F.C. on the English Premier League in 2021.

23. LIV held its inaugural professional golf tournament from June 9-11, 2022 at the Centurion Club in Hertfordshire, England, as well as another tournament from June 30 - July 2, 2022 at Pumpkin Ridge Golf Club in Portland, Oregon, and a tournament at Trump National Golf Club Bedminster on from July 29 -31, 2022. More tournaments are scheduled for 2022, 2023 and beyond.

24. Clearly viewing LIV as a substantial threat, both the PGA Tour and the DP World tour have taken adverse anti-competitive action against golfers who participated in LIV tournaments.

25. For instance, on or around June 9, 2022, the PGA Tour announced the suspension of seventeen (17) of its own professional golfers who participated in the LIV Golf's inaugural tournament.

26. On June 24, 2022, the DP World Tour, the PGA Tour's joint venture partner, announced that it was fining each of its own professional golfers who participated in the LIV's inaugural golf tournament in the amount of approximately \$125,000 and banned them from the

Scottish Open, Barbasol Championship, and the Barracuda Championship, with more sanctions to follow for any other golfer who joins LIV in the future.

27. As a result of this anti-competitive and illegal conduct by the PGA Tour and DP World Tour and their commissioners Monahan and Pelley, many professional golfers were essentially forced into a choice between whether to play on the LIV Tour or on the PGA Tour and DP World Tour.

28. For a litany of reasons—whether it be Mr. Reed’s constructive termination as result of threats by the PGA Tour and its Commissioner Jay Monahan, dissatisfaction with the policies of the PGA Tour and DP World Tour, financial benefit, as or even as simple as plain personal preference—Mr. Reed, and many top professional golfers, including but not limited to, Phil Mickelson, Brooks Koepka, Dustin Johnson, Bryson DeChambeau, Patrick Reed, Kevin Na, Charl Schwartzel, Ian Poulter, Lee Westwood, and Sergio Garcia, to name just a few, have decided to join LIV.

Facts Pertaining to Defendants’ Defamation

29. In retaliation for Mr. Reed’s decision to sign with LIV, Defendants Chamblee and Golf Channel, conspiring and acting in concert with the PGA Tour, DP World Tour, and OWGR, have engaged in a pattern and practice of maliciously defaming Mr. Reed, as well as LIV and other golfers signed with LIV.

30. On information and belief, this pattern and practice of malicious defamation by the Defendants has been done at the behest of, and at the direction of the PGA Tour and DP World Tour, in order to try to eliminate LIV and its golfers as competitors so that the PGA Tour and Golf Channel can continue to rake in billions of dollars in revenue.

31. In a video published on June 14, 2022, Defendant Chamblee, at the direction of and as an agent of Golf Channel and PGA Tour and DP World Tour, appeared in Travis Fulton's podcast where he published the following numerous malicious and defamatory statements of and concerning Mr. Reed.³

32. *First*, Chamblee states, “ **So if they’re aligning themselves with a tyrannical, murderous leader... look if you if you look at who MBS is... centralizing power, committing all these atrocities, you look at what he’s doing to the citizens of his... of his country ask yourself I mean would you have played for Stalin would you have played for Hitler would you have played for Mao would you play for Pol Pot,**” [Froggy] “**would you have played for Putin?**” [Chamblee in agreement] “**would you have played for Putin... which... and this who this guy is. He settles disputes with bonesaws.**”

33. This statement is false, malicious, and defamatory on its face because it accuses Mr. Reed of aligning himself with a “tyrannical, murderous (sportswashing) leader.” Chamblee goes even further and states that Mr. Reed would have no problem playing golf for Stalin, Hitler, Mao Zedong, Pol Pot, and Vladimir Putin. This statement is false because Mr. Reed never aligned himself with a “tyrannical, murderous leader.” He is playing golf for LIV, which simply happens to be financed by the PIF, which has invested in and financed some of the nation's and the world's largest and respected corporations. *See* Comp. ¶ 14.

34. This would be akin to stating that LeBron James has aligned himself with a “tyrannical, murderous leader” because he plays in the National Basketball Association (“NBA”)

³ *Brandel Chamblee Thoughts of the LIV Golf Tour*, YouTube, Jun. 14, 2022, available at: <https://www.youtube.com/watch?v=xXxnqWJdWhI&t=339s>

which has intricate ties to the People's Republic of China⁴, whose government is accused of a current and ongoing genocide against the Muslim Uyghur people.⁵

35. *Second*, Chamblee states, **“I think there’s a reason for that...they’re destroying the professional game they were they been put in the Hall of Fame because of their accomplishments and because of their legacy well they’ve tainted their legacy in an irreparable way so I think both of them should be kicked out of the Hall of Fame I really do...”**

36. This statement is false, malicious, and defamatory because it states that Mr. Reed is “destroying the professional game [of golf]” and that he has “tainted [his] legacy.in an irreparable way....” Mr. Reed is not destroying the game of golf—he simply chose to play for another league. Mr. Reed’s legacy is also not tainted simply because he chose to play for another league. Professional athletes do this all the time. For instance, when Cristiano Ronaldo left Real Madrid in Spain for Juventus in Italy, his legacy was not tarnished or diminished in any way.

37. This statement, as well as other published statements set forth in the Complaint, is of and concerning Mr. Reed because it is clear to the objective listener that Chamblee is referring to all golfers who had signed with LIV, including Mr. Reed.

38. *Third*, Chamblee states that Mr. Reed is **“over there purely playing for blood money.”**

⁴ Mark Rainaru-Wada, Steve Fainaru, *ESPN analysis: NBA owners, mum on China relationship, have more than \$10 billion invested there*, ESPN, May 19, 2022, available at: <https://abcnews.go.com/Sports/espn-analysis-nba-owners-mum-china-relationship-10/story?id=84831238>.

⁵ Lorraine Boissoneault, *Is China Committing Genocide Against the Uyghurs?* Smithsonian Mag. Feb. 2, 2022, available at: <https://www.smithsonianmag.com/history/is-china-committing-genocide-against-the-uyghurs-180979490/>.

39. Chamblee doubled down on and compounded this defamatory statement in a tweet on or around June 26, 2022 saying, “...**either way, whether the money is against or in addition to guarantees its still blood money and you’re still complicit in sportswashing.**” This tweet may have since been deleted, but caused considerable damage nevertheless while it was on-line.

40. Chamblee and Golf Channel then tripled down and again compounded this same defamatory message in an article written by Chamblee and published widely by Golf Channel titled “*Mickelson’s statements inaccurate and ironic: Obnoxious greed? Et tu, Phil?*” where Chamblee writes “[n]ow he has continued his subterfuge by saying the PGA Tour could end any threat, presumably from the Saudi blood money funding a proposed Super Golf League, by just handing back the media rights to the players.” This published statement applies to and thus is of and concerning all LIV golfers, including Mr. Reed.

41. These related statements are false, malicious, and defamatory on their face, and falsely stating that someone is playing for blood money is patently and plainly defamatory because it creates the false implication that Mr. Reed is supporting acts of terrorism and/or human rights violations. This is false. Mr. Reed is simply playing golf, and he is being paid to do so by LIV. Mr. Reed has never accepted “blood money,” and in no way supports terrorism and/or human rights violations, or murder.

42. Again, these statements were meant to apply to and are of and concerning Mr. Reed because they apply to all golfers who have signed with LIV, including Mr. Reed.

43. *Fourth*, Chamblee repeats the defamatory message in the prior statements by stating that ██████’s money is “**coming from the wrong place**” and that its “**good [PGA Tour] versus evil [Mr. Reed and LIV] ...evil usually false. So, it will fail.**”

44. This statement is again false, malicious, and defamatory on its face, since it reiterates the “blood money” aspect of Mr. Reed’s deal with LIV and furthers the completely false implication that Mr. Reed has aligned with a “tyrannical, murderous leader,” as set forth above. Chamblee takes this many steps further by calling Mr. Reed “evil,” simply for choosing to play golf for a competing league, which is not only patently false, but completely malicious and defamatory.

45. Next, in a broadcast on Sky Sports News on or around June 10, 2022, Chamblee also made further false, malicious, and defamatory published statements of and concerning Mr. Reed.⁶

46. *First*, Chamblee stated, “[t]his is one of the saddest days in the history of golf. **Watching these players come together for money and show to the world...they are showing us that they are the greediest, most self-serving, self-interested, willfully blind players in the world of golf today.**”

47. This statement is false, malicious, and defamatory because it accuses Mr. Reed, as well as other golfers who chose to sign with LIV, of being greedy, self-serving, and willfully blind. It creates the implication that Mr. Reed is greedy and solely driven by money and is willing to sacrifice everything he stands for in order to make money.

48. This is completely and utterly false with regard to Mr. Reed, as the primary reason that he chose to leave the PGA Tour was to be able to spend more time with his family and because he felt the PGA Tour made a conscious decision to ignore player requests and suggestions over the years, while lining the pockets of its leadership such as its Commissioner Jay Monahan.

⁶ Jason Daniels, *It makes me want to puke’ – Chamblee rips LIV Golf stars in scathing attack*, Golf WRX, Jun. 10, 2022, available at: <https://www.golfwrx.com/678264/it-makes-me-want-to-puke-chamblee-rips-liv-golf-stars-in-scathing-attack/>

49. *Second*, Chamblee states, “[s]o when I hear these players say that they are ‘growing the game’... it makes me want to puke. They’re destroying the game. And they are destroying their reputations.”

50. Chamblee repeats and reiterates that defamatory message set forth above that Mr. Reed is “destroying” the game of golf simply by choosing to go play in a competing league. This creates the false impression that Mr. Reed and other golfers who signed to LIV do not care about the game of golf and are driven solely by the desire to make money, and are therefore willing to destroy the game of golf to do so. Perhaps ironically, it is Chamblee and Golf Channel, in concert and at the direction of PGA Tour, who have shown that they only care about their financial “bottom line,” in trying to destroy Mr. Reed, LIV, and other golfers signed with LIV.

51. Defendants Chamblee and Golf Channel’s motive with regard to defaming Mr. Reed and other LIV golfers is to destroy the new league in its infancy to further its highly lucrative broadcast contracts with the PGA Tour and DP World Tour.

52. Chamblee and Golf Channel have a long history of targeting Mr. Reed with their defamatory attacks, one of the most prominent examples of which occurred in 2021 when Chamblee falsely, and without any evidence, accused Mr. Reed of intentionally cheating at the Farmers Insurance Open when Mr. Reed claimed embedded ball relief.

53. Despite the fact that Mr. Reed was cleared to take a free drop and was absolved of any wrongdoing by PGA Tour officials, Chamblee publicly stated on Golf Channel “**I either messaged or talked to 15 to 20 current and past tour players, some of them Hall of Fame**

members, over the past 24 hours and not a single player is in defense of what Patrick Reed did.”⁷

54. Chamblee stated that Mr. Reed “**violated that [unwritten] code in so many ways that even the rules officials themselves were sort of stammering as to how to address it.**” Thus, Chamblee accuses Mr. Reed of cheating and violating the code that golfers adhere to.

55. Chamblee even went so far as to defame and smear Mr. Reed’s morals and ethics over this incident, stating “**In the same way that there is a distinction between law and morality, there is a mark distinction, in this case, between what he was legally allowed to do and what he ethically appeared to be doing.**”

56. Lastly, as is Chamblee’s go-to theme in maliciously defaming Mr. Reed, he again accused Mr. Reed of destroying the game of golf, “**Ask yourself this: if everybody in the field were to conduct themselves around a golf ball in this manner, would it be good for the game of golf? It would not be. It would call into question every single movement or drop that every single player would be making. It would cause an uproar on the PGA Tour.**” Mr. Reed won the 2021 Farmer’s Insurance Open by a commanding 5 five shot victory at Torrey Pines, a Major Championship Golf Course, but Chamblee refused to talk about Mr. Reeds great performance, using the opportunity to defame him even more, on a larger platform, after winning at one of the most iconic places in golf.

57. These statements are clearly malicious and defamatory because the matter simply involved an interpretation of a rule, and the PGA Tour cleared Mr. Reed of any wrongdoing. To

⁷ Ryan Crombie, *Brandel Chamblee slaughters Patrick Reed over rules row*, Bunkered, Feb. 1, 2021, available at: <https://www.bunkered.co.uk/golf-news/brandel-chamblee-slaughters-patrick-reed-over-rules-row>

falsely state that Mr. Reed lacks ethics or morals, and that he is destroying the game of golf over this is clearly not only false, but completely and patently defamatory as well.

Facts Pertaining to Defendants' Continued Modus Operandi and Illegal Course of Conduct

58. Chamblee and the Golf Channel have indeed engaged in a longstanding pattern and practice of maliciously defaming Mr. Reed, with a prominent example occurring in 2019 at the Hero World Challenge, with going so far as to publicly state on Golf Channel that “to defend what Patrick Reed did is defending cheating.”

59. In this same segment, Chamblee, appearing on the Golf Channel, also said:

- “The specter of having in their midst somebody who so flagrantly broke the rules; look, they made a deal with the devil when they put Patrick Reed on this team.”
- “They thought that whatever darkness he would bring to the team would be offset by his competitive fire. When was the last time a teammate stabbed everybody in the back as soon as the event was over? It was the last time there was a team event, and it was Patrick Reed.”
- “This was flagrant. No way, no camera angle you could look at. Anybody in the world of golf who watched this, it was repugnant video to anybody in the world of golf. ... As far back as this game goes, at its inception, is that you do not improve your lie. It’s not a new rule. It’s been a long time, I don’t care what camera angle, he will have known he’s improving his lie.”
- “The fact that he thinks there is no intent. I think his ego is as big as Jupiter. Ego monsters are irritated by facts, but they’re not moved aside from them. They think their ignorance of the facts, or their version, of what happened is greater than the truth.”
- “This is going to follow him around like the video of Nixon saying ‘I’m not a crook.’”

60. However, what the tape of this matter showed was an unintentional error by Mr. Reed, which the PGA Tour also believed to be the case as evidenced by the fact the Mr. Reed was only assessed a two-stroke penalty and not disqualified from the tournament.

61. In the same segment, Chamblee, appearing on the Golf Channel went even further and knowingly and/or recklessly falsely alleged that ██████ engaged in improper and dishonest conduct in the past:

- “The echoes of his past which he hoped that the media members wouldn’t pen or use a keyboard, he just did with a wrecking ball. He did that. And his teammates going back to the University of Georgia. His coach going back to the University of Georgia. Augusta. They all talked about how they didn’t view him as a good teammate, and that he played loose and fast with the rules.”

62. This statement was clearly both false and malicious, as Chamblee and Golf Channel had access to and knew of public sworn statements by Mr. Reed’s college coach, Josh Gregory, and USA golf team coach, ██████, from 2015 that they were completely unaware of even a modicum of evidence that Mr. Reed had cheated.

63. This even forced Mr. Reed’s counsel at the time to issue a cease-and-desist letter to Chamblee to warn him to stop maliciously defaming ██████—a message that Chamblee and his conspirators at Golf Channel and the PGA Tour have clearly ignored to their peril.

64. As a direct and proximate result of Chamblee and Golf Channel’s bizarre fixation on destroying Mr. Reed’s reputation by trying to fabricate the story that he is somehow a “cheater,” Mr. Reed and his family have been subjected to a never-ending barrage of abuse at not only golf tournaments, but even in their everyday lives. Mr. Reed’s children have even been tormented and bullied due to the Defendants’ campaign to destroy his reputation, good will, and him financially and personally.

65. This is because Chamblee and Golf Channel’s reach is enormous, and every time Chamblee does one of his defamatory “hot takes” for attention, notoriety, and profit, it is republished by many of the largest publications in the world.

66. Indeed, even a quick Google search of Chamblee’s history of making defamatory statements of and concerning Mr. Reed results in pages and pages of republications from some of the largest names not only in sports—as just a few examples, Sports Illustrated, ESPN, Bleacher Report—but also in traditional mainstream news media, such as The Washington Post, Reuters, Newsweek, CNN, and Fox News. This is notwithstanding the fact that nearly every single golf-centered website also republishes these statements, thereby collectively resulting in millions upon millions of people who view Chamblee’s and Golf Channel’s false, malicious, and defamatory statements each time that they are made.

67. It is clear what Chamblee on behalf of his co-conspirator Golf Channel is doing. He has shown himself to be a disciple of the “Skip Bayless” school of sports analysis—the fundamental tenet of which is that it is more important to be loud than it is to be correct. Chamblee has followed this false “playbook” religiously, down to fabricating a feud with an athlete at the top of their game—in Bayless’ case, LeBron James, and in Chamblee’s case, first Tiger Woods, and then Mr. Reed—in order to leech attention, notoriety, and fame from those who were able to achieve far more than he ever did as a golfer, which is probably the driving force behind his bitter personal animus and bias leveled against Mr. Reed.

68. Chamblee’s *modus operandi* was shown as early as in 2013, when he also outrageously accused Tiger Woods of cheating, without any basis in fact to do so.⁸ In a scathing article in the Bleacher Report, Chamblee was eviscerated for his ego-driven, attention hungry conduct by Woods’s agent:

“With virtually no evidence except for what may be in his mind, Chamblee deserves his own “F” for calling Tiger a cheater.”

⁸ Richard Leivenberg, *Is Brandel Chamblee Labeling Tiger Woods a Cheater Fair or Foul?*, Bleacher Report, Oct. 19, 2013, available at: <https://bleacherreport.com/articles/1817394-is-brandel-chamblee-labeling-tiger-woods-a-cheater-fair-or-foul>

“In an effort to raise his own profile, Chamblee has become strident and attacking, eschewing the basic principles of journalism. While singling out Tiger with his unfounded criticism and innuendo, Chamblee sounds like he is auditioning for an anchor position on Fox News.”

“In a sophomoric display of ego, [Chamblee] compared Tiger’s fallibility to his own cheating experience while a fourth grader.”

“Tiger's penalties came under a lot of scrutiny. But scrutiny is not the same as character assassination, and since he is Tiger Woods and not Joe Woods, he gets called the worst possible name you can call a golfer. Golf is a gentleman's sport, and Chamblee—with his biased approach to Tiger—has shown he is no gentleman.”

69. Chamblee’s outrageous statements even precipitated threat of legal action from Mr.

Woods’ camp:

There's nothing you can call a golfer worse than a cheater," Steinberg said. "This is the most deplorable thing I have seen. I'm not one for hyperbole, but this is absolutely disgusting. Calling him a cheater? I'll be shocked, stunned if something is not done about this. Something has to be done.

"There are certainly things that just don't go without response. It's atrocious. I'm not sure if there isn't legal action to be taken. I have to give some thought to legal action."⁹

70. In a widely published statement on Twitter, following the denial of a motion for temporary restraining order sought by LIV against the PGA Tour, on or about August 10, 2022, Defendant Chamblee again viciously defamed Mr. Reed and other LIV golfers, stating : “Golf won today. Murderers lost.” Consistent with his prior statements on Golf Channel and elsewhere, Defendant Chamblee defamed Mr. Reed as a “murderer” simply because he now plays on the LIV Golf Tour.

⁹ Matt Yoder, *Tiger Woods camp threatens lawsuit against Golf Channel’s Brandel Chamblee*, Awful Announcing, Oct. 22, 2013, available at: <http://amp.awfulannouncing.com/2013/tiger-woods-camp-threatens-lawsuit-against-golf-channel-s-brandel-chamblee.html>

71. On information and belief, based on all of the direct and circumstantial evidence, during early to mid-August 2022, co-conspirators and joint tortfeasors Defendants Chamblee and Golf Channel, in conjunction with the PGA Tour and DP World Tour and their leadership including but not limited to Jay Monahan and Keith Pelley, have enlisted and directed PGA Tour pros such as David Love III, Fred Couples, Billy Horschel, Joel Dahmen, Justin Thomas and a host of others and elsewhere to smear and defame Mr. Reed and the other LIV golfers on Golf Channel, falsely claiming that the recent law suit that LIV brought against the PGA Tour, which is a non-profit 510 (c) (6) corporation, is a lawsuit and thus a personal lawsuit against all PGA Tour players individually. In truth, the LIV antitrust suit was simply crafted to ensure free competition between the PGA Tour and LIV, and was not against the PGA Tour players themselves. This is simply false as not one PGA Tour pro has been sued, and Mr. Reed wishes none of them any ill will, but instead wishes them well, and thus considers them his friends and colleagues. This is an effort to pit golf against golfer, defame LIV players and to harm their reputation, good will, livelihood and well-being with the golfing public and elsewhere in the public domain. This paragraph will be supplemented as more evidence comes to light and is also gathered in discovery.

72. The bottom line is that Chamblee and Golf Channel, acting in concert as co-conspirators and joint tortfeasors as set forth above, have on numerous occasions crossed the line of what is legitimate and acceptable criticism and analysis of ██████' golfing ability and instead made numerous false, malicious, and defamatory widely published and damaging statements of and concerning Mr. Reed that are not intended to be golf analysis, but instead are targeted attacks on Mr. Reed's character and reputation related to his trade and profession and personally, causing huge financial and emotional damage to him and his family. This malicious defamatory conduct

must be compelled to stop, and Defendants, each and every one of them as co-conspirators and joint tortfeasors, must be held to account for the irreparable harm and damage that has already been done to Mr. Reed and his family.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

***Defamation
Defendant Chamblee***

73. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

74. Defendant Chamblee, acting together with Defendant Golf Channel and both of them acting in concert, jointly and severally, and individually, have defamed Mr. Reed by knowingly, intentionally, willfully, recklessly, grossly negligently, and/or negligently publishing statements about the Plaintiff which they knew or should have known to be false and misleading.

75. Defendant Chamblee's defamatory publications are not privileged in any way or manner.

76. To establish general defamation, a plaintiff need only show that a person or entity (1) published a false statement; (2) about another person; (3) to a third party; and (4) the falsity of the statement caused injury to the other person.

77. The false, defamatory and misleading publications about Mr. Reed were widely published and the falsity of the statements caused injury to Mr. Reed.

78. Defendant Chamblee knew or had reason to know that the publications were false and misleading.

79. These false, malicious, and defamatory statements have caused irreparable harm to Mr. Reed, his reputation and his trade and profession as a professional golfer, and personally.

SECOND CAUSE OF ACTION

Defamation by Implication

Defendant Chamblee

80. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

81. Defendant Chamblee, acting together with Defendant Golf Channel and both of them acting in concert, jointly and severally, and individually, have defamed Mr. Reed by knowingly, intentionally, willfully, recklessly, grossly negligently, and/or negligently publishing statements about the Plaintiff which they knew or should have known to be false and misleading.

82. Defendant Chamblee's defamatory publications are not privileged in any way or manner.

83. Defamation by implication is an intentional tort recognized in Texas. "[A] plaintiff can bring a claim for defamation when discrete facts, literally or substantially true, are published in such a way that they create a substantially false and defamatory impression by omitting material facts or juxtaposing facts in a misleading way. *Turner v. KTRK Television, Inc.*, 38 S.W.3d 103, 115 (Tex. 2000).

84. Defendant Chamblee, acting together with Defendant Golf Channel and both of them acting in concert, jointly and severally, and individually, published false statements about Mr. Reed and these statements were defamatory in that they created a false impression of Mr. Reed.

85. Defendant Chamblee, acting together with Defendant Golf Channel and both of them acting in concert, jointly and severally, and individually, juxtaposed a series of facts so as to imply a defamatory connection between them or, in the alternative, created a defamatory implication by omitting facts when describing the nature and sequence of events.

86. A reasonable person would understand Defendant Chamblee's statements to impart the false innuendo, which would be highly offensive to a reasonable person.

87. Defendant Chamblee, acting together with Defendant Golf Channel and both of them acting in concert, jointly and severally, and individually, intended or endorsed the defamatory inferences that the published statements created and these false, defamatory and misleading statements were made with actual malice.

88. These false, malicious, and defamatory statements have caused irreparable harm to Mr. Reed, his reputation and his trade and profession as a professional golfer, and personally,

THIRD CAUSE OF ACTION

***Defamation Per Se
Defendant Chamblee***

89. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

90. Defendant Chamblee, acting together with Defendant Golf Channel and both of them acting in concert, jointly and severally, and individually, have defamed Mr. Reed by knowingly, intentionally, willfully, recklessly, grossly negligently, and/or negligently publishing statements about Mr. Reed which they knew or should have known to be false and misleading.

91. Defendant Chamblee's defamatory publications are not privileged in any way or manner.

92. A statement is defamatory per se in Texas if, among other things, it imputes injury to a plaintiff's office, business, profession, or calling; imputes a plaintiff committed a crime; imputes that a plaintiff possesses a loathsome disease; or imputes the plaintiff has engaged in sexual misconduct. *Downing v. Burns*, 348 S.W.3d 415, 424 (Tex. App. 2011).

93. Texas defines defamation per se as words that "are so obviously harmful to the person aggrieved, that no proof of their injurious effect is necessary to make them actionable." *Alainz v. Hoyt*, 105 S.W.3d 330, 345 (Tex. App. 2003).

94. The false, defamatory and misleading nature of Defendant Chamblee's publications subjected Plaintiff to ridicule, hatred, disgust and contempt.

95. The false, defamatory and misleading publications were made with actual malice.

96. Defendant Chamblee knew or had reason to know that the publications were false and misleading.

97. These false, malicious, and defamatory statements have caused irreparable harm to Mr. Reed, his reputation and his trade and profession as a professional golfer and personally.

FOURTH CAUSE OF ACTION

***Civil Conspiracy
Defendant Chamblee***

98. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

99. Defendants acting together in concert, along with the PGA Tour, have agreed to and in fact sought to eliminate Mr. Reed, LIV, and other golfers signed to LIV as competitors by maliciously defaming them and smearing their reputations

100. Defendants acting together in concert, along with the PGA Tour, had a meeting of the minds on the plan to eliminate Mr. Reed, LIV, and other golfers signed to LIV as competitors by maliciously defaming them and smearing their reputations.

101. Defendants acting together in concert, along with the PGA Tour have taken numerous overt steps towards trying to eliminate Mr. Reed, LIV, and other golfers signed to LIV as competitors by maliciously defaming them and smearing their reputations in golf, and personally.

102. Mr. Reed has suffered severe damages as a direct and proximate result of this conspiracy.

FIFTH CAUSE OF ACTION

Defamation

Defendant Golf Channel

103. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

104. Defendant Golf Channel, acting together with Defendant Chamblee both of them acting in concert, jointly and severally, and individually, have defamed Mr. Reed by knowingly, intentionally, willfully, recklessly, grossly negligently, and/or negligently publishing statements about the Plaintiff which they knew or should have known to be false and misleading.

105. Defendant Golf Channel's defamatory publications are not privileged in any way or manner.

106. To establish general defamation, a plaintiff need only show that a person or entity (1) published a false statement; (2) about another person; (3) to a third party; and (4) the falsity of the statement caused injury to the other person.

107. The false, defamatory and misleading publications about Mr. Reed were widely published and the falsity of the statements caused injury to Mr. Reed.

108. Defendant Golf Channel knew or had reason to know that the publications were false and misleading.

109. These false, malicious, and defamatory statements have caused irreparable harm to Mr. Reed, his reputation and his trade and profession as a professional golfer, and personally.

SIXTH CAUSE OF ACTION
Defamation by Implication
Defendant Golf Channel

110. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

111. Defendant Golf Channel, acting together with Defendant Chamblee and both of them acting in concert, jointly and severally, and individually, have defamed Mr. Reed by knowingly, intentionally, willfully, recklessly, grossly negligently, and/or negligently publishing statements about the Plaintiff which they knew or should have known to be false and misleading.

112. Defendant Golf Channel's defamatory publications are not privileged in any way or manner.

113. Defamation by implication is an intentional tort recognized in Texas. "[A] plaintiff can bring a claim for defamation when discrete facts, literally or substantially true, are published in such a way that they create a substantially false and defamatory impression by omitting material facts or juxtaposing facts in a misleading way. *Turner v. KTRK Television, Inc.*, 38 S.W.3d 103, 115 (Tex. 2000).

114. Defendant Golf Channel, acting together with Defendant Chamblee and both of them acting in concert, jointly and severally, and individually, published false statements about Mr. Reed and these statements were defamatory in that they created a false impression of Mr. Reed.

115. Defendant Golf Channel, acting together with Defendant Chamblee and both of them acting in concert, jointly and severally, and individually, juxtaposed a series of facts so as to imply a defamatory connection between them or, in the alternative, created a defamatory implication by omitting facts when describing the nature and sequence of events.

116. A reasonable person would understand Defendant Golf Channel's statements to impart the false innuendo, which would be highly offensive to a reasonable person.

117. Defendant Golf Channel, acting together with Defendant Chamblee and both of them acting in concert, jointly and severally, and individually, intended or endorsed the defamatory inferences that the published statements created and these false, defamatory and misleading statements were made with actual malice.

118. These false, malicious, and defamatory statements have caused irreparable harm to Mr. Reed, his reputation and his trade and profession as a professional golfer, and personally.

SEVENTH CAUSE OF ACTION

***Defamation Per Se
Defendant Golf Channel***

119. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

120. Defendant Golf Channel,, acting together with Defendant Chamblee and both of them acting in concert, jointly and severally, and individually, have defamed Mr. Reed by

knowingly, intentionally, willfully, recklessly, grossly negligently, and/or negligently publishing statements about Mr. Reed which they knew or should have known to be false and misleading.

121. Defendant Golf Channel's defamatory publications are not privileged in any way or manner.

122. A statement is defamatory per se in Texas if, among other things, it imputes injury to a plaintiff's office, business, profession, or calling; imputes a plaintiff committed a crime; imputes that a plaintiff possesses a loathsome disease; or imputes the plaintiff has engaged in sexual misconduct. *Downing v. Burns*, 348 S.W.3d 415, 424 (Tex. App. 2011).

123. Texas defines defamation per se as words that "are so obviously harmful to the person aggrieved, that no proof of their injurious effect is necessary to make them actionable." *Alainz v. Hoyt*, 105 S.W.3d 330, 345 (Tex. App. 2003).

124. The false, defamatory and misleading nature of Defendant Golf Channel's publications subjected Plaintiff to ridicule, hatred, disgust and contempt.

125. The false, defamatory and misleading publications were made with actual malice.

126. Defendant Golf Channel knew or had reason to know that the publications were false and misleading.

127. These false, malicious, and defamatory statements have caused irreparable harm to Mr. Reed, his reputation and his trade and profession as a professional golfer, **and personally**.

EIGHTH CAUSE OF ACTION

Civil Conspiracy

Defendant Golf Channel

128. Plaintiff hereby realleges and reavers the factual allegations of the Complaint, particularly paragraphs 26-71, which set forth the defamatory statements made by Defendants Chamblee and Golf Channel.

129. Defendants acting together in concert, along with the PGA Tour, have agreed to and in fact sought to eliminate Mr. Reed, LIV, and other golfers signed to LIV as competitors by maliciously defaming them and smearing their reputations

130. Defendants acting together in concert, along with the PGA Tour, had a meeting of the minds on the plan to eliminate Mr. Reed, LIV, and other golfers signed to LIV as competitors by maliciously defaming them and smearing their reputations.

131. Defendants acting together in concert, along with the PGA Tour have taken numerous overt steps towards trying to eliminate Mr. Reed, LIV, and other golfers signed to LIV as competitors by maliciously defaming them and smearing their reputations, and personally.

132. Mr. Reed has suffered severe damages as a direct and proximate result of this conspiracy.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against each Defendant, jointly and severally, as joint tortfeasors as follows:

(a) For general (non-economic), special (economic), actual and compensatory damages in an amount to be determined by the jury in an amount in excess of \$750,000,000.00 U.S. dollars, as well as injunctive relief;

(b) For consequential damages in a sum reasonable to a jury;

(c) For punitive damages in an amount to be determined by the jury to punish and impress upon Defendants the seriousness of their conduct and to deter similar conduct in the future;

(d) For attorneys' fees, expenses and costs of this action, and;

(e) For such further relief as this Court deems necessary, just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff Patrick Nathaniel Reed demands a trial by jury on all counts as to all issues so triable.

Dated: August 16, 2022

Respectfully submitted,

Larry Klayman, Esq.
Klayman Law Group, P.A.
7050 W. Palmetto Park Rd
Boca Raton, FL, 33433
Tel: 561-558-5336
Email: leklayman@gmail.com

Pro Hac Vice To Be Submitted

/s/Sanjay Biswas
Sanjay Biswas, Esq.
#24061235 — Texas Bar
11720 Duxbury Dr.
Frisco, Texas 75035
Tel: 972-866-5879
Email: sanjaybiswas41@gmail.com

Local Counsel

COUNSEL FOR PLAINTIFF

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Exhibit 3

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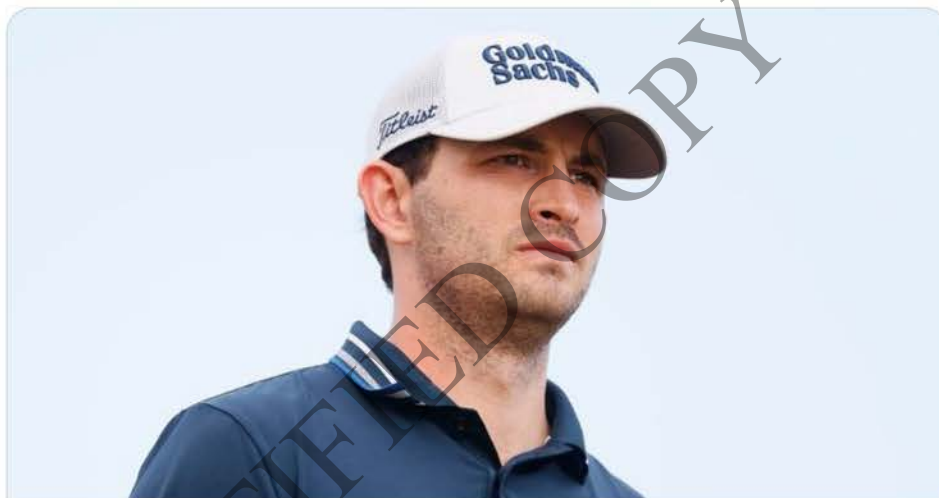
← Tweet



Larry Klayman
@LarryEKlayman



Brandon Chamblee of Golf Channel and Others Have It Right: Don't Sell Your Soul to the Murderous Saudi Regime Which Gave Us September 11! There Is No Justification to Get Into Bed With the Saudis Other Than Pure Greed!



golfmonthly.com

Cantlay Explains Why He Turned Down 'Very Tempting' Saudi Appearance Fee
Patrick Cantlay has opted to play in the AT&T Pebble Beach Pro-Am ahead of the Saudi International, despite the astronomical amounts of money on offer

4:06 PM · Feb 15, 2022 · Post FW article Larry

5 Retweets 10 Quote Tweets 12 Likes



Louis @ljgior1420 · May 17



Replying to @LarryEKlayman

How many including the PGA has sold out to China and their abuses. Golf clubs, shirts, shoes , ESPN (Disney)
They all have sold out to China, abuses worse than Saudi's...
Money and competition is all this is about.



HenryJBear @HenryJBear1 · Aug 16



Replying to @LarryEKlayman

This tweet didn't age well.

Don't miss what's happening

People on Twitter are the first to know.

Exhibit 4

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← Tweet



Larry Klayman @LarryEKlayman



Some PGA Pros Have Become Whores in Signing With the Evil Saudis for Cold Cash! Ironically They Are Making Themselves Targets for Islamic, Al Qaeda and ISIS Terrorists When They Play in Arab Countries in Particular!



golfmonthly.com

DeChambeau Offered \$135 Million To Be Face Of Saudi League

Sportsmail reveals that ██████████ has been offered £100 million to join the new Saudi Golf League

4:33 PM · Feb 5, 2022 · Post FW article Larry

2 Retweets 2 Likes



More Tweets



Elon Musk @elonmusk · 22h



On advice of a good friend, I've been fasting periodically & feel healthier

11.3K

13.8K

177K



Show this thread



Elon Musk @elonmusk · 21h



From time to time, I will share some things that seem to be working for me, in case you find it helpful

Don't miss what's happening

People on Twitter are the first to know.

Exhibit 5

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Larry Klayman
@LarryEKlayman



Selling Their Souls to the Saudi Devil for Big Cash, American and European "Top" Golf Pros Stupidly Make Themselves a Target for Islamic Terrorist Attacks on Arab Golf Courses!



golfweek.usatoday.com

Lynch: The Saudis aren't paying players for silence. We must listen for the lies. We are entering a week in which golf fans will be inundated with obvious lies from the Saudi International.

4:34 PM · Feb 5, 2022 · Post FW article Larry

2 Retweets 1 Like



More Tweets



Elon Musk ✓ @elonmusk · 22h



On advice of a good friend, I've been fasting periodically & feel healthier

11.3K

13.8K

177K



[Show this thread](#)



Elon Musk ✓ @elonmusk · 22h



From time to time, I will share some things that seem to be working for me, in case you find it helpful

11.5K

13.1K

175.8K



Don't miss what's happening

People on Twitter are the first to know.

Exhibit 6

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← Tweet



Larry Klayman
@LarryEKlayman



Peter Jacobsen Was Too Polite and Pulled Punches: Bottom Line Is That These Tour Pros Sold Out and Took "Blood Money" From the Evil Saudis!



golfweek.usatoday.com

Peter Jacobsen sounds off on PGA Tour pros who chose Sau...

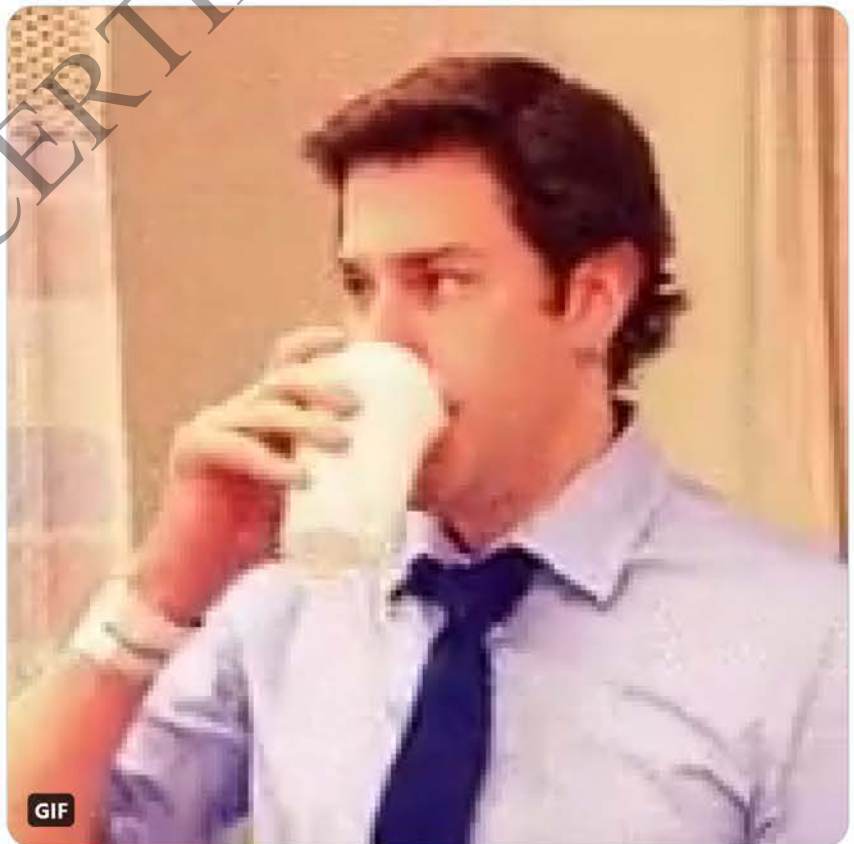
"I hope someday that somebody realizes how important this event is to the past, present and future of the PGA Tour."

7:16 PM · Feb 6, 2022 · Post FW article Larry

3 Retweets 3 Quote Tweets 3 Likes



Kieran Furlong @Kieran_Furlong · Aug 17
Replying to @LarryEKlayman



GIF

Don't miss what's happening

People on Twitter are the first to know.

Exhibit 7

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⚙ Settings

← Tweet



Larry Klayman
@LarryEKlayman



It's Not Just Greg Norman Who Is in Bed With the Evil Saudis and States Who Launder Terrorist Money: European Golf's Race to Dubai Where American Golfers Compete as Well Is Also a Disgrace and an Outrage!

 golfweek.usatoday.com
Lynch: Greg Norman's Saudi schedule may finally force sha...
There are office buildings full of lawyers salivating at the billable years ahead.

5:35 PM · Mar 21, 2022 · Post FW article Larry

1 Retweet 2 Likes



More Tweets



Elon Musk ✓ @elonmusk · 22h



On advice of a good friend, I've been fasting periodically & feel healthier

11.3K

13.8K

177.1K



[Show this thread](#)



Elon Musk ✓ @elonmusk · 22h



From time to time, I will share some things that seem to be working for me, in case you find it helpful

11.5K

12.1K

177K



[Show this thread](#)



Shadi Hamid ✓ @shadihamid · 23h



This is really incredible to watch now. A lesson for news outlets not to do fact-checks about the future.



NowThis ✓ @nowthisnews · Sep 25, 2018

Trump made some outrageous claims about German energy at the UN — and the German delegation's reaction was priceless



Don't miss what's happening

People on Twitter are the first to know.

Exhibit 8

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

LARRY KLAYMAN

AND MEMBERS OF THE PUTATIVE CLASS

Plaintiff

v.

PGA TOUR, et al

Defendants.

Case No: 50-2022-CA-006587

REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff Larry Klayman (“Plaintiff”) pursuant to Florida Rules of Civil Procedure 1.350, hereby requests that Defendant PGA TOUR (“Defendant PGA”) produce to the undersigned within thirty (30) days from the date hereof, the following items on the grounds that the items requested contain or constitute material and relevant evidence to this cause and are unavailable to Plaintiff, and without which Plaintiff cannot adequately and properly prepare for this case.

DEFINITIONS

1.1. As used herein, “you” or “your” shall mean **PGA TOUR** and/or anyone acting on your behalf.

1.2. The singular shall include the plural and vice versa; the terms “and” and “or” shall be both conjunctive and disjunctive; and the term “including” means “including without limitation.”

1.3. “Agent” shall mean: any person or entity acting at the direction of or on behalf of another.

1.4. “Person” shall mean any individual, corporation, proprietorship, partnership, trust, association or any other entity.

1.5. The words “pertain to” or “pertaining to” mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

1.6. As used herein, “relevant time period” shall mean from **January 1, 2020** to the present.

1.7. The word “identify” when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, land a general description including (1) the type of document (i.e. correspondence, memorandum, facsimile etc.; (2) the general subject matter of the document; (3) the date of the document; (4) the author of the document; (5) the addressee of the document; and (6) the relationship of the author and addressee to each other.

1.8. The terms “document” or “documents” shall mean any and all information in tangible form and shall include, without limiting the generality of the foregoing, all letters, telegrams, telexes, teletypes, correspondences, telephone billing records, e-mails, contracts, drafts, agreements, notes to file, reports, memoranda, mechanical or electronic recordings or transcripts of such recordings, blueprints, flow sheets, flow charts, calendar or diary entries, memoranda or telephone or personal conversations, text messages, signal messages, memoranda of meetings or conferences, studies, reports, interoffice and intra-office communications, quotations, offers, inquiries, bulletins, circulars, statements, manuals, summaries, newsletters, compilations, maps, charts, graphs, propositions, articles, announcements, newspaper clippings, books, records, tables, books of account, ledgers, vouchers, canceled checks, invoices, bills, opinions, certificates, promissory notes and other evidence of indebtedness and all drafts and copies of documents as hereinabove defined by whatever means made. If multiple copies of a

document exist, each copy which is in any way not completely identical to a copy which is being produced should also be produced.

INSTRUCTIONS

1.9. If you object to fully identifying a document or oral communication because of an alleged privilege, you must nevertheless provide the following information:

- a) the nature of the privilege claimed (including work product);
- b) if the privilege is being asserted in connection with a claim or defense governed by state law, the state privilege rule being invoked;
- c) the date of the document or oral communication;
- d) if a document: its type, custodian, location, and such other information sufficient to identify the document for a subpoena *duces tecum* or a document request;
- e) if an oral communication, the place where it was made, the names of the persons present while it was made, and, if not apparent, the relationship of the persons present to the declarant; and
- f) the general subject matter of the document or oral communication.

SPECIFIC DOCUMENTS REQUESTED

1. Any and all documents that refer or relate to the LIV Golf Tour and any of the current and rumored future players of LIV Golf Tour, including but not limited to Phil Mickelson, Dustin Johnson, Brooks Koepka, Sergio Garcia, Patrick Reed, Henrik Stenson, Cameron Smith, Tommy Fleetwood, Hideki Matsuyama, Bubba Watson, Bryson DeChambeau, Lee Westwood, Ian Poulter, Abraham Ancer, Kevin Na, Louis Oosthuizen, Jason Kokrak, Talor Gooch, Matthew Wolff, Matt Jones, Richard Bland, Pablo Larrazabal, Shaun Norris, Sam Horsfield, Scott Vincent, Sadom Kaewkanjana, Oliver Bekker, Ryosuke Kinoshita, Hudson

Swafford, Jinichiro Kozuma, Justin Harding, Charl Schwartzel, Branden Grace, Carlos Ortiz, Laurie Canter, Hennie du Plessis, Phachara Khongwatmai, Sihwan Kim, Charles Howell III, Adrian Otaegui, JC Richie, Hideto Tanihara, Martin Kaymer, Jediah Morgan, Ratchanaon Chantananuwat, Blake Windred, Wade Ormsby, Peter Uihlein, Graeme McDowell, Ian Snyman, Travis Smyth, Viraj Madappa, Itthipat Buranatanyarat, Turk Pettit, Kevin Yuan, Oliver Fisher, Andy Ogletree, Chase Koepka, James Piot, David Puig and Eugenio Lopez-Chacarra.

2. Any and all documents, text messages, emails, or correspondence that refer or relate to NBC's Golf Channel and its broadcast of statements concerning LIV Golf Tour and its current or future players including but not limited to conversations or communications with Jon Freedman, PGA Tour VP of Broadcasting Production, Laura Neal- PGA Tour Senior Vice President, Tommy Roy- Lead Producer of NBC and Golf Channel and Skye Sellars of NBC and Golf Channel,

3. Any and all video and audio recordings and documents concerning the LIV Golf Tour and any of its players, present or future by and of PGA Tour Sirius Radio and any of its radio hosts.

4. Any and all documents which mention and/or refer or relate to the LIV Golf Tour, any of its current or future players, sports washing, blood money, 9/11 or September 11, terrorists or terrorism, Saudi Arabia, Saudi Golf League, Jamal Khashoggi, and Saudi Crown Prince Mohammed bin Salmon.

5. Any and all documents which evidence and/or refer or relate in any way to collaboration with the DP World Tour and/or Keith Pelley, Guy Kinnings, David Park, Ollie Banks; The Official World Golf Ranking (OWGR) System and any communications specifically related to LIV Golf and World Ranking Points, any communications with Billy Schroder- PGA

Tour VP of International Relations regarding status or reference of OWGR System or ranking, any correspondence with Mark Broadie regarding the OWGR System or world ranking points. . Also, specifically any communications with Ian Barker- Chairman of the OWGR Technical Committee; or any other board members on the OWGR Board, including but not limited to Jay Monahan's communications with PGA Tour Executives- Andy Pazder, Tyler Dennis, Billy Shroder and any and all of their communications with The R&A (The Royal & Ancient Governing Body), Martin Slumbers- Chief Executive, and Keith Waters; The PGA of America, Seth Waugh, Paul Levy, or any communications with anyone at OWGR or any Golf Governing Body involving the rewarding of Official World Golf Ranking Points, LIV Golf, and/or the new World Ranking system set to debut on August 14, 2022.

6. Any and all documents which evidence and/or refer or relate in any way to communications concerning the LIV Golf Tour with NBC's Golf Channel , GolfChannel.com and its hosts, analysts, and contributors including but not limited to Brandel Chamblee, Paul McGinley, Mark Rolfing, Jaime Diaz, Cara Banks, Eamon Lynch, Rex Hoggard, Damon Hack, George Savaricas, David Duval, Arron Oberholser, Will Gray, Jason Sobel, Rich Lerner, Ryan Lavner, Shane Bacon, Dan Hicks, Gary Koch, Grant Boone, Jim Gallagher, Jr., Judy Rankin, Justin Leonard, Karen Stupples, Todd Lewis, Trevor Immelman, Kay Cockerill, Kira K. Dixon, Lanny Watkins, Jim "Bones" McKay, Matt Adams, Morgan Pressel, Notah Begay, Paige MacKenzie, Paul Azinger, Nick Faldo, Peter Jacobson, Bob Papa, Curt Perks, Curt Byrum, Phil Blackmar, Steve Burkowski, Steve Sands, Terry Gannon, Whit Watson, and Tom Abbot.

7. Any and all documents generated by and/or which refer or relate to the executive and other staff of NBC's Golf Channel including but not limited to Mike McCarley (President), Will McIntosh, Tommy Roy (NBC & Golf Channel Lead Producer), Tom Knapp, Molly

Solomon, Christopher Murvin, Geoff Russell, and David Schaefer, Jay Coffin, Mercer Baggs, Randell Mell, Rex Hoggard, Ryan Lavner, Jason Crook, Will Gray, Tiger Tracker, Nick Menta, Brently Romine, Samantha Marks, and Carson Williams, and the LIV Golf Tour, Greg Norman, and any of its players, present or future, and Greg Norman.

8. Any and all documents which are or constitute communications or documents which refer or relate in any way to Keith Pelley, the DP World Tour, the PGA European Tour, The Official World Golf Ranking, The R&A, Greg Norman and the LIV Golf Tour.

9. Any and all documents which evidence and/or refer or relate in any way to collaboration with the DP World Tour and/or Keith Pelley concerning LIV Golf Tour or generally.

10. Joint venture agreements with the DP World Tour from 2017 to the present including but not limited to any contracts with Corporate Partner Golf Channel to air the Saudi International Open in 2019, 2020, and 2021 during the PGA Tour Season.

11. Contracts and broadcast agreements with NBC's Golf Channel and CBS in effect from 2017 to the present.

12. Contracts and broadcast agreements with CBS and ESPN in effect from 2017 to the present.

13. Any and all documents which evidence and/or refer or relate in any way with communications with Jim Nantz and other CBS Sports analysts and hosts concerning the LIV Golf Tour.

14. Any and all documents which evidence and/or refer or relate in any way to David Feherty and his decision to join and offer commentary for the LIV Golf Tour.

15. Any and all documents which evidence and/or refer to Charles Barkley and his

consideration of joining the LIV Golf Tour as a host and analyst.

16. Copies of 990 tax returns for 2018, 2019, 2020, 2021 and 2022.
17. Copies of PGA Tour Charities, Inc. 501 (c)-3 Tax Returns for 2018, 2019, 2020, 2021, 2022 and copies of the applications and supporting documents, as well as the letters of the Internal Revenue Service granting non-profit status.
18. PGA Tour Air Inc. Flight Manifests for 2018,2019,2020, 2021.
19. Documents which are, evidence and/or refer or relate in any way to LIV Golf Tour and publications that cover golf and in particular including but not limited to these golf and sports reporters: Doug Ferguson of Associated Press, Bob Harig- Sports Illustrated, Scott Michaux- Global Golf Post, Alan Shipnuck of FirePit Collective, Brian Wacker of Golf Digest, Joel Beall- Golf Digest, Bob Harig-ESPN, Ian O'Connor-ESPN, Eamon Lynch- Golfweek/USAToday, Neil Tappin-Golf Monthly Editor, Ewin Murray- The Guardian, Evin Priest-PGA Tour Correspondent AAP, Ryan Lavner-GolfChannel.com, Jason Sobel- Action Sports Network, Tom DiAngelo of the Palm Beach Post, PL.
20. Any and all documents which evidence and/or refer or relate in any way to communications with the golf and sports reporters in Request 19, above.
21. Copies of any documents showing insurance agreements covering potential liability.
22. Any and all documents which refer to relate to other lawsuits filed in state and/or federal court against the PGA Tour and/or its leadership such as Jay Monahan, Andy Pazner, Tyler Dennis.
23. Any and all documents evidencing and which refer or relate in any way with communications with the following major golf tournaments, concerning LIV Golf Tour, Greg

Norman and any of the current or future players of LIV Golf Tour, including but not limited to The Masters, U.S. Open, British Open, the PGA, the Players Championship and the FedEx Cup.

24. Any and all documents evidencing communications with the Player Advisory Council (PAC), any Player Advisory Members or Directors, at or during any Mandatory Player Meetings, as well as communications with Davis Love III, Fred Couples, Rory McIlroy, Billy Horschel, Justin Thomas and any other player on the PGA Tour concerning LIV Golf and/or the current and future players of the LIV Golf Tour.

25. Any and all documents evidencing or which refer or relate to suspensions or fines levied or to be levied on PGA Tour players and/or PGA Tour Players who have resigned from the PGA Tour over their joining the LIV Golf Tour.

26. Any and all documents evidencing or which refer and/or relate to suspensions or fines levied or to be levied to Tour Players for playing in an event not sanctioned by the PGA Tour; or any evidence of no levies or sanctions against PGA Tour players who play in an opposing event (For example, a PGA Tour player playing in an Australian Tour Event or event not sanctioned by the PGA or DP World Tour which is hosted during a PGA Tour Event).

27. Any and all documents which refer or relate to lobbyists hired to lobby federal or state government concerning LIV Golf Tour and the amounts of compensation from 2019 to the present, including but not limited to DLA Piper LLC.

28. Any and all documents which refer or relate to communications with federal or state politicians including but not limited to congressmen and senators concerning the LIV Golf Tour.

29. Any and all documents which refer or relate to discussed or planned future actions against or concerning PGA Tour players who have joined or in the future join the LIV Golf Tour.

30. Any and all documents which evidence and/or refer or relate in any way to communications with Martin Slumbers of the Royal and Ancient Golf Club of St. Andrews concerning LIV Golf Tour and any of its' current or future players and Greg Norman.

31. Any and all documents which evidence and/or refer or relate in any way to Fred Ridley, Chairman of Augusta National Golf Club, Buzzy Johnson- OWGR Board Member for Augusta National and any other official and/or active member of Augusta National Golf Club concerning LIV Golf Tour and past winners of the Masters Golf Tournament, including but not limited to, Phil Mickelson, Charl Schwartzel, Sergio Garcia, Patrick Reed, Dustin Johnson, and Hideki Matsuyama.

32. Any and all documents which evidence and/or refer or relate in any way to Fred Ridley, Chairman of Augusta National Golf Club, and any other official of Augusta National Golf Club concerning the LIV Golf Tour.

33. Any and all documents which refer or relate to a reported investigation by the Antitrust Division of the U.S. Department of Justice concerning actions by the PGA Tour and/or its leadership with regard to the LIV Golf Tour.

34. Any and all documents which evidence and/or refer or relate in way with Saudi and Middle Eastern money and the PGA Tour and/or DP World Tour including but not limited to sponsor such as Aramco.

35. Any and all documents which evidence and/or refer or relate in any way to sponsors of the PGA Tour and Saudi Arabia in terms of Saudi ownership or investment in whole or in part.

36. Any and all documents which evidence and/or refer and/or relate to Official World Rank Points and current and future LIV Golf Tour players.

37. Any and all documents which evidence and/or refer or relate to denying Official World Tour Rank Points to LIV Golf Tour players, current and future.

38. Any and all documents of Official Golf Tour Ranking, which took over the ranking system from IMG, whose seven members include the PGA of America, the International Federation of PGA Tours, the DP World Tour the USGA, the PGA Tour, Augusta National, the R&A and the PGA European Tour, concerning persons who sit of the Board and may be alleged and/or are alleged to have conflicts of interest, and who set policy, regulations and issue directives over whether or not LIV Golf Tour players, present and future, qualify or will qualify for World Ranking Points.

39. Any and all documents which evidence and/or refer or relate in any way to the application to the application of the LIV Golf Tour for inclusion in its ranking system.

40. Any and all documents which refer to compensation paid by the PGA Tour and/or any of its agents and affiliates, including but not limited to sponsors, whether monetary or non-monetary, to Jay Monahan.

41. Any and all documents evidencing and/or which refer or relate in any way to eligibility of LIV Golf Tour players, present or future, to play in the qualifying round tournaments for and in the FedEx Cup for 2022, and beyond.

42. Any and all communications which evidence and/or refer or relate in any way to Tiger Woods and/or statements by Tiger Woods, David Love III, Fred Couples, Justin Thomas, and Rory McIlroy, concerning the LIV Golf Tour, Greg Norman and/or any of its players, present and/or future.

43. Any and all documents which evidence and/or refer or relate to the regulations, policies and directives of the PGA Tour as they concern or affect the golfing members and

former members of the PGA Tour who have joined the LIV Golf Tour from 2019 to the present.

44. Any and all communications with sponsors of LIV Golf Tour players, present and future, over their sponsorships with these LIV Golf Tour players including but not limited to Royal Bank of Canada (RBC), Bridgestone, Rocket Mortgage, Mastercard, MGM, AT&T, Titleist, Callaway, PXG, Mizuno, Taylor-Made, Cobra, Quicken Loans, Rolex, Acushnet Company, Vidanta Golf, TV Azteca, Akron, Unifin, Puma, Adidas, Nike, American Express, and others, prior or after PGA Tour players joined the LIV Golf Tour.

45. Any and all communications and/or documents which refer or relate in any way with Ross Berlin and/or Tyler Dennis, and/or Paul G. Johnson concerning the LIV Golf Tour and/or any of its players, present or future.

46. Any and all documents which refer or relate to the pricing of tickets to PGA Tour events and tournaments in competition with the LIV Golf Tour.

47. Studies and any and all other documents that refer or relate to the competitive effects on competition from the LIV Golf Tour the PGA Tour and/or DP World Tour.

48. Any and all documents which refer or relate to whether, as stated publicly by Jay Monahan, the LIV Golf Tour is an “existential threat” to the PGA Tour and professional golf in general.

49. Any and all documents which refer or relate to a desire and/or intent to end the LIV Golf Tour and/or punish, sanction or fine former and current PGA Tour and DP World players on the LIV Golf Tour.

50. Any and all documents which evidence and/or relate to Donald Trump, his golf clubs such as at Bedminster, New Jersey and Doral, Florida, and the LIV Golf Tour and its players, present and future, as well as President Trump’s financial and expressed written and

verbal support for the LIV Golf Tour and its players, present and future.

51. Any and all documents which evidence and/or refer or relate to political campaign hard and/or soft money individual and corporate contributions by the PGA Tour and/or its leadership of the PGA Tour, including but not limited to Jay Monahan, to federal and state congressmen and congresswomen, and presidential candidates such as Joe Biden, and their campaign committees.

52. Any and all documents that evidence and/or refer or relate in any way to the retention and/or enlistment of private detectives and other persons and entities to investigate Greg Norman and players, present and future, on the LIV Golf Tour, and monies paid by the PGA Tour in this regard.

53. Any and all documents which evidence and/or refer and relate to the rationale, reasons and underlying pretext or considerations why Jay Monahan, Andy Pazner and Tyler Dennis of the PGA Tour all signed up to use the encrypted communication internet carrier Signal on the same day, that is April 12, 2022.

54. Any and all documents which evidence and/or refer and relate to any concern or fear that the telephone and text messages of Jay Monahan, Andy Pazner and Tyler Dennis are, were, or could be under surveillance by state or federal governmental investigative and other agencies such as the FBI on behalf of the Antitrust Division of the U.S. Department of Justice and/or the Federal Trade Commission, or the Internal Revenue Service by way of just three examples, or subject to hacking and surveillance by adverse interests in general.

DATED on August 8, 2022

/s/ Larry Klayman

Larry Klayman, Esq.
Florida Bar No. 246220
7050 W. Palmetto Park Rd

Boca Raton, FL, 33433
561-558-5336
leklayman@gmail.com

Plaintiff Pro Se

CERTIFICATE OF SERVICE

I, Larry Klayman, hereby certify that on this day, August 8, 2022 a copy of the foregoing was filed via this Court's e-filing system and served upon all parties and/or counsel of record through Notices of Electronic Filing and via email.

/s/ Larry Klayman
Larry Klayman

NOT A CERTIFIED COPY

Exhibit 9

NOT A CERTIFIED COPY

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

LARRY KLAYMAN

AND MEMBERS OF THE PUTATIVE CLASS

Plaintiff

v.

PGA TOUR, et al

Defendants.

Case No: 50-2022-CA-006587

REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff Larry Klayman (“Plaintiff”) pursuant to Florida Rules of Civil Procedure 1.350, hereby requests that Defendant JOSEPH WILLIAM MONAHAN IV (“Defendant Monahan”) produce to the undersigned within thirty (30) days from the date hereof, the following items on the grounds that the items requested contain or constitute material and relevant evidence to this cause and are unavailable to Plaintiff, and without which Plaintiff cannot adequately and properly prepare for this case.

DEFINITIONS

1.1. As used herein, “you” or “your” shall mean **JOSEPH WILLIAM MONAHAN IV** and/or anyone acting on your behalf.

1.2. The singular shall include the plural and vice versa; the terms “and” and “or” shall be both conjunctive and disjunctive; and the term “including” means “including without limitation.”

1.3. “Agent” shall mean: any person or entity acting at the direction of or on behalf of another.

1.4. "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association or any other entity.

1.5. The words "pertain to" or "pertaining to" mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

1.6. As used herein, "relevant time period" shall mean from **January 1, 2020** to the present.

1.7. The word "identify" when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, and a general description including (1) the type of document (i.e. correspondence, memorandum, facsimile etc.; (2) the general subject matter of the document; (3) the date of the document; (4) the author of the document; (5) the addressee of the document; and (6) the relationship of the author and addressee to each other.

1.8. The terms "document" or "documents" shall mean any and all information in tangible form and shall include, without limiting the generality of the foregoing, all letters, telegrams, telexes, teletypes, correspondences, telephone billing records, e-mails, contracts, drafts, agreements, notes to file, reports, memoranda, mechanical or electronic recordings or transcripts of such recordings, blueprints, flow sheets, flow charts, calendar or diary entries, memoranda or telephone or personal conversations, text messages, signal messages, memoranda of meetings or conferences, studies, reports, interoffice and intra-office communications, quotations, offers, inquiries, bulletins, circulars, statements, manuals, summaries, newsletters, compilations, maps, charts, graphs, propositions, articles, announcements, newspaper clippings, books, records, tables, books of account, ledgers, vouchers, canceled checks, invoices, bills,

opinions, certificates, promissory notes and other evidence of indebtedness and all drafts and copies of documents as hereinabove defined by whatever means made. If multiple copies of a document exist, each copy which is in any way not completely identical to a copy which is being produced should also be produced.

INSTRUCTIONS

1.9. If you object to fully identifying a document or oral communication because of an alleged privilege, you must nevertheless provide the following information:

- a) the nature of the privilege claimed (including work product);
- b) if the privilege is being asserted in connection with a claim or defense governed by state law, the state privilege rule being invoked;
- c) the date of the document or oral communication;
- d) if a document: its type, custodian, location, and such other information sufficient to identify the document for a subpoena *duces tecum* or a document request;
- e) if an oral communication, the place where it was made, the names of the persons present while it was made, and, if not apparent, the relationship of the persons present to the declarant; and
- f) the general subject matter of the document or oral communication.

SPECIFIC DOCUMENTS REQUESTED

1. Any and all documents that refer or relate to the LIV Golf Tour and any of the current and rumored future players of LIV Golf Tour, including but not limited to Phil Mickelson, Dustin Johnson, Brooks Koepka, Sergio Garcia, Patrick Reed, Henrik Stenson, Cameron Smith, Tommy Fleetwood, Hideki Matsuyama, Bubba Watson, Bryson DeChambeau, Lee Westwood, Ian Poulter, Abraham Ancer, Kevin Na, Louis Oosthuizen, Jason Kokrak, Talor

Gooch, Matthew Wolff, Matt Jones, Richard Bland, Pablo Larrazabal, Shaun Norris, Sam Horsfield, Scott Vincent, Sodom Kaewkanjana, Oliver Bekker, Ryosuke Kinoshita, Hudson Swafford, Jinichiro Kozuma, Justin Harding, Charl Schwartzel, Branden Grace, Carlos Ortiz, Laurie Canter, Hennie du Plessis, Phachara Khongwatmai, Sihwan Kim, Charles Howell III, Adrian Otaegui, JC Richie, Hideto Tanihara, Martin Kaymer, Jediah Morgan, Ratchanaon Chantananuwat, Blake Windred, Wade Ormsby, Peter Uihlein, Graeme McDowell, Ian Snyman, Travis Smyth, Viraj Madappa, Itthipat Buranatanyarat, Turk Pettit, Kevin Yuan, Oliver Fisher, Andy Ogletree, Chase Koepka, James Piot, David Puig and Eugenio Lopez-Chacarra.

2. Any and all documents, text messages, emails, or correspondence that refer or relate to NBC's Golf Channel and its broadcast of statements concerning LIV Golf Tour and its current or future players including but not limited to conversations or communications with Jon Freedman, PGA Tour VP of Broadcasting Production, Laura Neal- PGA Tour Senior Vice President, Tommy Roy- Lead Producer of NBC and Golf Channel and Skye Sellars of NBC and Golf Channel,

3. Any and all video and audio recordings and documents concerning the LIV Golf Tour and any of its players, present or future by and of PGA Tour Sirius Radio and any of its radio hosts.

4. Any and all documents which mention and/or refer or relate to the LIV Golf Tour, any of its current or future players, sports washing, blood money, 9/11 or September 11, terrorists or terrorism, Saudi Arabia, Saudi Golf League, Jamal Khashoggi, and Saudi Crown Prince Mohammed bin Salmon.

5. Any and all documents which evidence and/or refer or relate in any way to collaboration with the DP World Tour and/or Keith Pelley, Guy Kinnings, David Park, Ollie

Banks; The Official World Golf Ranking (OWGR) System and any communications specifically related to LIV Golf and World Ranking Points, any communications with Billy Schroder- PGA Tour VP of International Relations regarding status or reference of OWGR System or ranking, any correspondence with Mark Broadie regarding the OWGR System or world ranking points. . Also, specifically any communications with Ian Barker- Chairman of the OWGR Technical Committee; or any other board members on the OWGR Board, including but not limited to Jay Monahan's communications with PGA Tour Executives- Andy Pazder, Tyler Dennis, Billy Shroder and any and all of their communications with The R&A (The Royal & Ancient Governing Body), Martin Slumbers- Chief Executive, and Keith Waters; The PGA of America, Seth Waugh, Paul Levy, or any communications with anyone at OWGR or any Golf Governing Body involving the rewarding of Official World Golf Ranking Points, LIV Golf, and/or the new World Ranking system set to debut on August 14, 2022.

6. Any and all documents which evidence and/or refer or relate in any way to communications concerning the LIV Golf Tour with NBC's Golf Channel , GolfChannel.com and its hosts, analysts, and contributors including but not limited to Brandel Chamblee, Paul McGinley, Mark Rolfing, Jaime Diaz, Cara Banks, Eamon Lynch, Rex Hoggard, Damon Hack, George Savaricas, David Duval, Arron Oberholser, Will Gray, Jason Sobel, Rich Lerner, Ryan Lavner, Shane Bacon, Dan Hicks, Gary Koch, Grant Boone, Jim Gallagher, Jr., Judy Rankin, Justin Leonard, Karen Stupples, Todd Lewis, Trevor Immelman, Kay Cockerill, Kira K. Dixon, Lanny Watkins, Jim "Bones" McKay, Matt Adams, Morgan Pressel, Notah Begay, Paige MacKenzie, Paul Azinger, Nick Faldo, Peter Jacobson, Bob Papa, Curt Perks, Curt Byrum, Phil Blackmar, Steve Burkowski, Steve Sands, Terry Gannon, Whit Watson, and Tom Abbot.

7. Any and all documents generated by and/or which refer or relate to the executive

and other staff of NBC's Golf Channel including but not limited to Mike McCarley (President), Will McIntosh, Tommy Roy (NBC & Golf Channel Lead Producer), Tom Knapp, Molly Solomon, Christopher Murvin, Geoff Russell, and David Schaefer, Jay Coffin, Mercer Baggs, Randell Mell, Rex Hoggard, Ryan Lavner, Jason Crook, Will Gray, Tiger Tracker, Nick Menta, Brently Romine, Samantha Marks, and Carson Williams, and the LIV Golf Tour, Greg Norman, and any of its players, present or future, and Greg Norman.

8. Any and all documents which are or constitute communications or documents which refer or relate in any way to Keith Pelley, the DP World Tour, the PGA European Tour, The Official World Golf Ranking, The R&A, Greg Norman and the LIV Golf Tour.

9. Any and all documents which evidence and/or refer or relate in any way to collaboration with the DP World Tour and/or Keith Pelley concerning LIV Golf Tour or generally.

10. Joint venture agreements with the DP World Tour from 2017 to the present including but not limited to any contracts with Corporate Partner Golf Channel to air the Saudi International Open in 2019, 2020, and 2021 during the PGA Tour Season.

11. Contracts and broadcast agreements with NBC's Golf Channel and CBS in effect from 2017 to the present.

12. Contracts and broadcast agreements with CBS and ESPN in effect from 2017 to the present.

13. Any and all documents which evidence and/or refer or relate in any way with communications with Jim Nantz and other CBS Sports analysts and hosts concerning the LIV Golf Tour.

14. Any and all documents which evidence and/or refer or relate in any way to David

Feherty and his decision to join and offer commentary for the LIV Golf Tour.

15. Any and all documents which evidence and/or refer to Charles Barkley and his consideration of joining the LIV Golf Tour as a host and analyst.

16. Copies of 990 tax returns for 2018, 2019, 2020, 2021 and 2022.

17. Copies of PGA Tour Charities, Inc. 501 (c)-3 Tax Returns for 2018, 2019, 2020, 2021, 2022 and copies of the applications and supporting documents, as well as the letters of the Internal Revenue Service granting non-profit status.

18. PGA Tour Air Inc. Flight Manifests for 2018,2019,2020, 2021.

19. Documents which are, evidence and/or refer or relate in any way to LIV Golf Tour and publications that cover golf and in particular including but not limited to these golf and sports reporters: Doug Ferguson of Associated Press, Bob Harig- Sports Illustrated, Scott Michaux- Global Golf Post, Alan Shipnuck of FirePit Collective, Brian Wacker of Golf Digest, Joel Beall- Golf Digest, Bob Harig-ESPN, Ian O'Connor-ESPN, Eamon Lynch- Golfweek/USAToday, Neil Tappin-Golf Monthly Editor, Ewin Murray- The Guardian, Evin Priest-PGA Tour Correspondent AAP, Ryan Lavner-GolfChannel.com, Jason Sobel- Action Sports Network, Tom DiAngelo of the Palm Beach Post, PL.

20. Any and all documents which evidence and/or refer or relate in any way to communications with the golf and sports reporters in Request 19, above.

21. Copies of any documents showing insurance agreements covering potential liability.

22. Any and all documents which refer to relate to other lawsuits filed in state and/or federal court against the PGA Tour and/or its leadership such as Jay Monahan, Andy Pazner, Tyler Dennis.

23. Any and all documents evidencing and which refer or relate in any way with communications with the following major golf tournaments, concerning LIV Golf Tour, Greg Norman and any of the current or future players of LIV Golf Tour, including but not limited to The ██████████. Open, British Open, the PGA, the Players Championship and the FedEx Cup.

24. Any and all documents evidencing communications with the Player Advisory Council (PAC), any Player Advisory Members or Directors, at or during any Mandatory Player Meetings, as well as communications with Davis Love III, Fred Couples, Rory McIlroy, Billy Horschel, Justin Thomas and any other player on the PGA Tour concerning LIV Golf and/or the current and future players of the LIV Golf Tour.

25. Any and all documents evidencing or which refer or relate to suspensions or fines levied or to be levied on PGA Tour players and/or PGA Tour Players who have resigned from the PGA Tour over their joining the LIV Golf Tour.

26. Any and all documents evidencing or which refer and/or relate to suspensions or fines levied or to be levied to Tour Players for playing in an event not sanctioned by the PGA Tour; or any evidence of no levies or sanctions against PGA Tour players who play in an opposing event (For example, a PGA Tour player playing in an Australian Tour Event or event not sanctioned by the PGA or DP World Tour which is hosted during a PGA Tour Event).

27. Any and all documents which refer or relate to lobbyists hired to lobby federal or state government concerning LIV Golf Tour and the amounts of compensation from 2019 to the present, including but not limited to DLA Piper LLC.

28. Any and all documents which refer or relate to communications with federal or state politicians including but not limited to congressmen and senators concerning the LIV Golf Tour.

29. Any and all documents which refer or relate to discussed or planned future actions against or concerning PGA Tour players who have joined or in the future join the LIV Golf Tour.

30. Any and all documents which evidence and/or refer or relate in any way to communications with Martin Slumbers of the Royal and Ancient Golf Club of St. Andrews concerning LIV Golf Tour and any of its' current or future players and Greg Norman.

31. Any and all documents which evidence and/or refer or relate in any way to Fred Ridley, Chairman of Augusta National Golf Club, Buzzy Johnson- OWGR Board Member for Augusta National and any other official and/or active member of Augusta National Golf Club concerning LIV Golf Tour and past winners of the Masters Golf Tournament, including but not limited to, Phil Mickelson, Charl Schwartzel, Sergio Garcia, Patrick Reed, Dustin Johnson, and Hideki Matsuyama.

32. Any and all documents which evidence and/or refer or relate in any way to Fred Ridley, Chairman of Augusta National Golf Club, and any other official of Augusta National Golf Club concerning the LIV Golf Tour.

33. Any and all documents which refer or relate to a reported investigation by the Antitrust Division of the U.S. Department of Justice concerning actions by the PGA Tour and/or its leadership with regard to the LIV Golf Tour.

34. Any and all documents which evidence and/or refer or relate in way with Saudi and Middle Eastern money and the PGA Tour and/or DP World Tour including but not limited to sponsor such as Aramco.

35. Any and all documents which evidence and/or refer or relate in any way to sponsors of the PGA Tour and Saudi Arabia in terms of Saudi ownership or investment in whole or in part.

36. Any and all documents which evidence and/or refer and/or relate to Official World Rank Points and current and future LIV Golf Tour players.

37. Any and all documents which evidence and/or refer or relate to denying Official World Tour Rank Points to LIV Golf Tour players, current and future.

38. Any and all documents of Official Golf Tour Ranking, which took over the ranking system from IMG, whose seven members include the PGA of America, the International Federation of PGA Tours, the DP World Tour the USGA, the PGA Tour, Augusta National, the R&A and the PGA European Tour, concerning persons who sit of the Board and may be alleged and/or are alleged to have conflicts of interest, and who set policy, regulations and issue directives over whether or not LIV Golf Tour players, present and future, qualify or will qualify for World Ranking Points.

39. Any and all documents which evidence and/or refer or relate in any way to the application to the application of the LIV Golf Tour for inclusion in its ranking system.

40. Any and all documents which refer to compensation paid by the PGA Tour and/or any of its agents and affiliates, including but not limited to sponsors, whether monetary or non-monetary, to Jay Monahan.

41. Any and all documents evidencing and/or which refer or relate in any way to eligibility of LIV Golf Tour players, present or future, to play in the qualifying round tournaments for and in the FedEx Cup for 2022, and beyond.

42. Any and all communications which evidence and/or refer or relate in any way to Tiger Woods and/or statements by Tiger Woods, David Love III, Fred Couples, Justin Thomas, and Rory Mclroy, concerning the LIV Golf Tour, Greg Norman and/or any of its players, present and/or future.

43. Any and all documents which evidence and/or refer or relate to the regulations, policies and directives of the PGA Tour as they concern or affect the golfing members and former members of the PGA Tour who have joined the LIV Golf Tour from 2019 to the present.

44. Any and all communications with sponsors of LIV Golf Tour players, present and future, over their sponsorships with these LIV Golf Tour players including but not limited to Royal Bank of Canada (RBC), Bridgestone, Rocket Mortgage, Mastercard, MGM, AT&T, Titleist, Callaway, PXG, Mizuno, Taylor-Made, Cobra, Quicken Loans, Rolex, Acushnet Company, Vidanta Golf, TV Azteca, Akron, Unifin, Puma, Adidas, Nike, American Express, and others, prior or after PGA Tour players joined the LIV Golf Tour.

45. Any and all communications and/or documents which refer or relate in any way with Ross Berlin and/or Tyler Dennis, and/or Paul G. Johnson concerning the LIV Golf Tour and/or any of its players, present or future.

46. Any and all documents which refer or relate to the pricing of tickets to PGA Tour events and tournaments in competition with the LIV Golf Tour.

47. Studies and any and all other documents that refer or relate to the competitive effects on competition from the LIV Golf Tour the PGA Tour and/or DP World Tour.

48. Any and all documents which refer or relate to whether, as stated publicly by Jay Monahan, the LIV Golf Tour is an “existential threat” to the PGA Tour and professional golf in general.

49. Any and all documents which refer or relate to a desire and/or intent to end the LIV Golf Tour and/or punish, sanction or fine former and current PGA Tour and DP World players on the LIV Golf Tour.

50. Any and all documents which evidence and/or relate to Donald Trump, his golf

clubs such as at Bedminster, New Jersey and Doral, Florida, and the LIV Golf Tour and its players, present and future, as well as President Trump's financial and expressed written and verbal support for the LIV Golf Tour and its players, present and future.

51. Any and all documents which evidence and/or refer or relate to political campaign hard and/or soft money individual and corporate contributions by the PGA Tour and/or its leadership of the PGA Tour, including but not limited to Jay Monahan, to federal and state congressmen and congresswomen, and presidential candidates such as Joe Biden, and their campaign committees.

52. Any and all documents that evidence and/or refer or relate in any way to the retention and/or enlistment of private detectives and other persons and entities to investigate Greg Norman and players, present and future, on the LIV Golf Tour, and monies paid by the PGA Tour in this regard.

53. Any and all documents which evidence and/or refer and relate to the rationale, reasons and underlying pretext or considerations why Jay Monahan, Andy Pazner and Tyler Dennis of the PGA Tour all signed up to use the encrypted communication internet carrier Signal on the same day, that is April 12, 2022.

54. Any and all documents which evidence and/or refer and relate to any concern or fear that the telephone and text messages of Jay Monahan, Andy Pazner and Tyler Dennis are, were, or could be under surveillance by state or federal governmental investigative and other agencies such as the FBI on behalf of the Antitrust Division of the U.S. Department of Justice and/or the Federal Trade Commission, or the Internal Revenue Service by way of just three examples, or subject to hacking and surveillance by adverse interests in general.

DATED on August 8, 2022

/s/ Larry Klayman

Larry Klayman, Esq.
Florida Bar No. 246220
7050 W. Palmetto Park Rd
Boca Raton, FL, 33433
561-558-5336
leklayman@gmail.com

Plaintiff Pro Se

CERTIFICATE OF SERVICE

I, Larry Klayman, hereby certify that on this day, August 8, 2022 a copy of the foregoing was filed via this Court's e-filing system and served upon all parties and/or counsel of record through Notices of Electronic Filing and via email.

/s/ Larry Klayman

Larry Klayman

NOT A CERTIFIED COPY

Exhibit 10

NOT A CERTIFIED COPY

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

LARRY KLAYMAN,

AND MEMBERS OF THE PUTATIVE CLASS

Plaintiffs

v.

PGA TOUR, et. al

Defendants.

Case No: 50-2022-CA-006587

PLAINTIFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff Larry Klayman ("Plaintiff") pursuant to Florida Rules of Civil Procedure 1.350, hereby requests that Defendant Joseph William Monahan IV produce to the undersigned within thirty (30) days from the date hereof, the following items on the grounds that the items requested contain or constitute material and relevant evidence to this cause and are unavailable to Plaintiff, and without which Plaintiff cannot adequately and properly prepare for this case.

DEFINITIONS

1.1. As used herein, "you" or "your" shall mean **JOSEPH WILLIAM MONAHAN IV** and/or anyone acting on your behalf.

1.2. The singular shall include the plural and vice versa; the terms "and" and "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation."

1.3. "Agent" shall mean: any person or entity acting at the direction of or on behalf of another.

1.4. "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association or any other entity.

1.5. The words “pertain to” or “pertaining to” mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

1.6. As used herein, “relevant time period” shall mean from **January 1, 2020** to the present.

1.7. The word “identify” when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, land a general description including (1) the type of document (i.e. correspondence, memorandum, facsimile etc.; (2) the general subject matter of the document; (3) the date of the document; (4) the author of the document; (5) the addressee of the document; and (6) the relationship of the author and addressee to each other.

1.8. The terms “document” or “documents” shall mean any and all information in tangible form and shall include, without limiting the generality of the foregoing, all letters, telegrams, telexes, teletypes, correspondences, telephone billing records, e-mails, contracts, drafts, agreements, notes to file, reports, memoranda, mechanical or electronic recordings or transcripts of such recordings, blueprints, flow sheets, flow charts, calendar or diary entries, memoranda or telephone or personal conversations, text messages, signal messages, memoranda of meetings or conferences, studies, reports, interoffice and intra-office communications, quotations, offers, inquiries, bulletins, circulars, statements, manuals, summaries, newsletters, compilations, maps, charts, graphs, propositions, articles, announcements, newspaper clippings, books, records, tables, books of account, ledgers, vouchers, canceled checks, invoices, bills, opinions, certificates, promissory notes and other evidence of indebtedness and all drafts and copies of documents as hereinabove defined by whatever means made. If multiple copies of a

document exist, each copy which is in any way not completely identical to a copy which is being produced should also be produced.

INSTRUCTIONS

1.9. If you object to fully identifying a document or oral communication because of an alleged privilege, you must nevertheless provide the following information:

- a) the nature of the privilege claimed (including work product);
- b) if the privilege is being asserted in connection with a claim or defense governed by state law, the state privilege rule being invoked;
- c) the date of the document or oral communication;
- d) if a document: its type, custodian, location, and such other information sufficient to identify the document for a subpoena *duces tecum* or a document request;
- e) if an oral communication, the place where it was made, the names of the persons present while it was made, and, if not apparent, the relationship of the persons present to the declarant; and
- f) the general subject matter of the document or oral communication.

SPECIFIC DOCUMENTS REQUESTED

1. Any and all documents which refer or relate to the PGA Tour players meeting with Tiger Woods that occurred on or about August 16, 2022, including but not limited to notes, text messages, emails, letters, audio and video recordings of the meeting, and other recordations of what was discussed and/or what occurred at the meeting.

2. Any and all documents which refer or relate in any way to the Official Golf Tour Ranking aka OWTR and its awarding or lack thereof of world point golf ranking points, the distribution of those points, as was as the effects on other tours that are affiliated and use the

OWGR system. These documents would also include but not be limited to studies concerning the efficacy and fairness of the world point golf ranking system.

3. Any and all documents that refer and/or relate in any, and correspondence, with regard to Mark Brodie, Richard J. Rendleman, Jr, the OWGR and/or other founding members of the OWGR regarding past and any new OWGR points systems with any official, employee, independent contractor, or other person affiliated in any way with the PGA Tour and/or DP World Tours.

4. Any and all documents, including communications, regarding statistical techniques that were run on any specific and/or grouping of PGA Tour and/or DP World Tour players that any new system would impact, and how a statistical evaluation of each such player and/or groups of players was done.

5. Any documents, including communications, that refer or relate in any way to LIV Golf, the LIV Golf Tour, it's players with regard to world ranking points and eligibility for LIV players to qualify to play in the Majors and World Golf Championships. These documents would also include but not be limited to studies and analyses concerning the efficacy and fairness of the OWGR system produced and/or sanctioned by the PGA Tour, DP World Tour, Mark Broadie, Richard J. Rendleman, OWGR and/or academic institutions, colleges and universities which were contacted and/or contracted to perform such studies and analyses.

6. Any documents that refer or relate to the OWGR ranking systems, past, present and future, and Ian Barker, Chairman of the Technical Committee of the OWGR and/or Peter Dawson, Chairman of the Board of the OWGR.

7. Any documents that refer and/or relate in any way to predicted outcomes and benefits to the PGA Tour and/or the DP World Tour, with regard to any newly derived system

and what it would do and how it may or may not effect any particular player or players, and/or the impact it would have on other professional golf tours.

8. Any documents, including communications, from or to the PGA Tour and/or DP World Tour, inquiring into and/or discussing anything about any PGA and/or DP World Tour player with reference to the OWGR system, and how it may impact players on tour, including but not limited to communications to and from Mark Broadie, Billy Schroder, Andy Pazner, Tyler Dennis, Ty Votaw, Laura Neal, Kirsten Burgess, Richard J. Rendleman and any board member and/or staff on or at the OWGR.

9. Any documents which evidence and/or refer or relate to advocating changes to the OWGR system, and any communications with Mark Broadie and/or the PGA Tour and/or DP World Tour which involve specific players with regard to the impact of the OWGR's present and/or future OWGR systems, models run on specific players, communications with any and all founding members of the OWGR, the governing bodies in golf, the OWGR and other professional golf tours.

10. Any and all audio recordings of the broadcasts of PGA Tour Radio on Sirius XM concerning Liv Golf, LIV Golf players, including but not limited to Patrick Reed, his wife Justine Reed and their legal counsel Larry Klayman and the recent defamation lawsuit which they filed against Brandel Chamblee and Golf Channel.

11. Any and all communications and other documents related to LIV Golf and it's players, the recent defamation suit brought by Patrick Reed and any communications sent to PGA Tour staff, or anyone else in the golfing media, including but not limited to independent contractors such as public relations agencies, regarding the following subjects:

- a. Documents that refer or relate in any way to communications to and from NBC's Golf Channel and/or Brandel Chamblee, or any person or persons employed by NBC's Golf Channel.
- b. Documents which evidence, including any communications, to and/or from any executive staff of the PGA Tour and/or DP World Tour, or rank and file staff members and/or independent contractors and consultants, including public relations firms, and corporate sponsors, club manufacturers, or other major sponsors of the PGA Tour and/or DP World Tour, including but not limited to Grant Thornton, AT&T, FedEx, regarding the LIV, the LIV Golf Tour and any of their players.
- c. Documents which evidence, including any communications, from and/or to Jay Monahan, Andy Pazner and any other PGA Tour and/or DP World Tour staff member and/or independent contractor and/or consultant with regard to contacting any potential course, public or private, regarding the hosting of a LIV Golf event.
- d. Any documents which evidence, including any communications, by the PGA Tour and/or DP World Tour with regard to Trump National-Bedminster and/or Donald Trump, including but not limited to documents evidencing and/or that refer and/or relate to communications to and/or from and/or concerning any member of the PGA of America.

12. Any and all audio recordings and transcripts of broadcasts of PGA Tour Radio on Sirius XM that concern or relate in any way to LIV Golf and its players.

13. Any and all documents from 2017 to the present, which refer and/or relate in any way to PGA Tour Players Advisory Committee (PAC) meetings, the minutes of these meetings,

any topics, current events, and outcome of those meetings, in addition to the one held on about August 16, 2022, with Tiger Woods, where LIV Golf and/or its players were discussed.

14. Any and all documents which evidence communications to or from Brandel Chamblee and/or persons at NBC’s Golf Channel including executive producers, television golf hosts and analysts, videographers, staff and independent contractors, including but not limited to public relations firms, that refer or relate to the lawsuit brought by Patrick Reed for defamation against Brandel Chamblee and NBC’s Golf Channel.

15. Any and all documents, including communications with any media which evidence and/or refer or relate to Brandel Chamblee and/or persons at NBC’s Golf Channel, which refer and/or relate in any way to the defamation lawsuit brought by Patrick Reed against Brandel Chamblee and Golf Channel.

DATED on August 19, 2022

/s/ Larry Klayman
Larry Klayman, Esq.
Florida Bar No. 246220
7050 W. Palmetto Park Rd
Boca Raton, FL, 33433
561-558-5336
leklayman@gmail.com

Plaintiff Pro Se

CERTIFICATE OF SERVICE

I, Larry Klayman, hereby certify that on this day, August 19, 2022 a copy of the foregoing was filed via this Court’s e-filing system and served upon all parties and/or counsel of record through Notices of Electronic Filing and via email.

/s/ Larry Klayman
Larry Klayman

Exhibit 11

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

LARRY KLAYMAN,

AND MEMBERS OF THE PUTATIVE CLASS

Plaintiffs

v.

PGA TOUR, et. al

Defendants.

Case No: 50-2022-CA-006587

PLAINTIFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff Larry Klayman ("Plaintiff") pursuant to Florida Rules of Civil Procedure 1.350, hereby requests that Defendant the PGA Tour produce to the undersigned within thirty (30) days from the date hereof, the following items on the grounds that the items requested contain or constitute material and relevant evidence to this cause and are unavailable to Plaintiff, and without which Plaintiff cannot adequately and properly prepare for this case.

DEFINITIONS

1.1. As used herein, "you" or "your" shall mean **PGA TOUR** and/or anyone acting on your behalf.

1.2. The singular shall include the plural and vice versa; the terms "and" and "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation."

1.3. "Agent" shall mean: any person or entity acting at the direction of or on behalf of another.

1.4. "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association or any other entity.

1.5. The words “pertain to” or “pertaining to” mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

1.6. As used herein, “relevant time period” shall mean from **January 1, 2020** to the present.

1.7. The word “identify” when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, land a general description including (1) the type of document (i.e. correspondence, memorandum, facsimile etc.; (2) the general subject matter of the document; (3) the date of the document; (4) the author of the document; (5) the addressee of the document; and (6) the relationship of the author and addressee to each other.

1.8. The terms “document” or “documents” shall mean any and all information in tangible form and shall include, without limiting the generality of the foregoing, all letters, telegrams, telexes, teletypes, correspondences, telephone billing records, e-mails, contracts, drafts, agreements, notes to file, reports, memoranda, mechanical or electronic recordings or transcripts of such recordings, blueprints, flow sheets, flow charts, calendar or diary entries, memoranda or telephone or personal conversations, text messages, signal messages, memoranda of meetings or conferences, studies, reports, interoffice and intra-office communications, quotations, offers, inquiries, bulletins, circulars, statements, manuals, summaries, newsletters, compilations, maps, charts, graphs, propositions, articles, announcements, newspaper clippings, books, records, tables, books of account, ledgers, vouchers, canceled checks, invoices, bills, opinions, certificates, promissory notes and other evidence of indebtedness and all drafts and copies of documents as hereinabove defined by whatever means made. If multiple copies of a

document exist, each copy which is in any way not completely identical to a copy which is being produced should also be produced.

INSTRUCTIONS

1.9. If you object to fully identifying a document or oral communication because of an alleged privilege, you must nevertheless provide the following information:

- a) the nature of the privilege claimed (including work product);
- b) if the privilege is being asserted in connection with a claim or defense governed by state law, the state privilege rule being invoked;
- c) the date of the document or oral communication;
- d) if a document: its type, custodian, location, and such other information sufficient to identify the document for a subpoena *duces tecum* or a document request;
- e) if an oral communication, the place where it was made, the names of the persons present while it was made, and, if not apparent, the relationship of the persons present to the declarant; and
- f) the general subject matter of the document or oral communication.

SPECIFIC DOCUMENTS REQUESTED

1. Any and all documents which refer or relate to the PGA Tour players meeting with Tiger Woods that occurred on or about August 16, 2022, including but not limited to notes, text messages, emails, letters, audio and video recordings of the meeting, and other recordations of what was discussed and/or what occurred at the meeting.

2. Any and all documents which refer or relate in any way to the Official Golf Tour Ranking aka OWTR and its awarding or lack thereof of world point golf ranking points, the distribution of those points, as was as the effects on other tours that are affiliated and use the

OWGR system. These documents would also include but not be limited to studies concerning the efficacy and fairness of the world point golf ranking system.

3. Any and all documents that refer and/or relate in any, and correspondence, with regard to Mark Brodie, Richard J. Rendleman, Jr, the OWGR and/or other founding members of the OWGR regarding past and any new OWGR points systems with any official, employee, independent contractor, or other person affiliated in any way with the PGA Tour and/or DP World Tours.

4. Any and all documents, including communications, regarding statistical techniques that were run on any specific and/or grouping of PGA Tour and/or DP World Tour players that any new system would impact, and how a statistical evaluation of each such player and/or groups of players was done.

5. Any documents, including communications, that refer or relate in any way to LIV Golf, the LIV Golf Tour, it's players with regard to world ranking points and eligibility for LIV players to qualify to play in the Majors and World Golf Championships. These documents would also include but not be limited to studies and analyses concerning the efficacy and fairness of the OWGR system produced and/or sanctioned by the PGA Tour, DP World Tour, Mark Broadie, Richard J. Rendleman, OWGR and/or academic institutions, colleges and universities which were contacted and/or contracted to perform such studies and analyses.

6. Any documents that refer or relate to the OWGR ranking systems, past, present and future, and Ian Barker, Chairman of the Technical Committee of the OWGR and/or Peter Dawson, Chairman of the Board of the OWGR.

7. Any documents that refer and/or relate in any way to predicted outcomes and benefits to the PGA Tour and/or the DP World Tour, with regard to any newly derived system

and what it would do and how it may or may not effect any particular player or players, and/or the impact it would have on other professional golf tours.

8. Any documents, including communications, from or to the PGA Tour and/or DP World Tour, inquiring into and/or discussing anything about any PGA and/or DP World Tour player with reference to the OWGR system, and how it may impact players on tour, including but not limited to communications to and from Mark Broadie, Billy Schroder, Andy Pazner, Tyler Dennis, Ty Votaw, Laura Neal, Kirsten Burgess, Richard J. Rendleman and any board member and/or staff on or at the OWGR.

9. Any documents which evidence and/or refer or relate to advocating changes to the OWGR system, and any communications with Mark Broadie and/or the PGA Tour and/or DP World Tour which involve specific players with regard to the impact of the OWGR's present and/or future OWGR systems, models run on specific players, communications with any and all founding members of the OWGR, the governing bodies in golf, the OWGR and other professional golf tours.

10. Any and all audio recordings of the broadcasts of PGA Tour Radio on Sirius XM concerning Liv Golf, LIV Golf players, including but not limited to Patrick Reed, his wife Justine Reed and their legal counsel Larry Klayman and the recent defamation lawsuit which they filed against Brandel Chamblee and Golf Channel.

11. Any and all communications and other documents related to LIV Golf and it's players, the recent defamation suit brought by Patrick Reed and any communications sent to PGA Tour staff, or anyone else in the golfing media, including but not limited to independent contractors such as public relations agencies, regarding the following subjects:

- a. Documents that refer or relate in any way to communications to and from NBC's Golf Channel and/or Brandel Chamblee, or any person or persons employed by NBC's Golf Channel.
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DATED on August 19, 2022

/s/ Larry Klayman
Larry Klayman, Esq.
Florida Bar No. 246220
7050 W. Palmetto Park Rd
Boca Raton, FL, 33433
561-558-5336
leklayman@gmail.com

Plaintiff Pro Se

CERTIFICATE OF SERVICE

I, Larry Klayman, hereby certify that on this day, August 19, 2022 a copy of the foregoing was filed via this Court’s e-filing system and served upon all parties and/or counsel of record through Notices of Electronic Filing and via email.

/s/ Larry Klayman
Larry Klayman

Exhibit 12

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Tiger Woods and Rory McIlroy Subpoenaed as Golf's Civil War Intensifies



sports.yahoo.com

Tiger Woods and Rory McIlroy subpoenaed by LIV Golf as civil war intensifies
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Paul Wilson @pwgolfer · Aug 25



Replying to @FreedomWatchUSA and @LarryEKlayman

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Tiger Woods and Rory McIlroy Served Subpoena as Drama Continues



golfmonthly.com

Tiger Woods And Rory McIlroy Served Subpoena By LIV Golf

The two Major champions were served notice of a subpoena to reveal details of the PGA Tour players' meeting that took place at the BMW ...

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Freedom Watch/Larry Klayman,Esq. @FreedomWatchU... · Aug 25

Tiger Woods and Rory McIlroy Served Subpoena as Drama Continues



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 @FreedomWatchUSA



Tiger Woods, Rory McIlroy Reportedly Subpoenaed in Civil Case Against PGA Tour



golfdigest.com

Tiger Woods, Rory McIlroy reportedly subpoenaed in civil case against PGA Tour

5:41 PM · Aug 27, 2022 · Post FW article



More Tweets



il Capo Of Crypto @CryptoCapo_ · 21h



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561

120

4,774



Fore Play @ForePlayPod · 18h



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"JOIN FREEDOM WATCH & SAVE NATION FROM GOV'T TYRANNY!" Special Guest: Pastor Greg Young



1



Larry Klayman @LarryEKlayman · Aug 26

Too Bad Ashley Biden Diary Wasn't Stolen in LA, NYC or a City Like Philly Where Stealing Is Peachy Keen Thanks to Dem/Soros District Attorneys!



Larry Klayman

8,282 Tweets

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DOJ announced two Florida residents pleaded guilty to stealing the diary of President Biden's daughter, Ashley, and selling them to Project...



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Tiger Woods and Rory McIlroy Served Subpoena as Drama Continues



golfmonthly.com

Tiger Woods And Rory McIlroy Served Subpoena By LIV Golf

The two Major champions were served notice of a subpoena to reveal details of the PGA Tour players' meeting that took place at the BMW ...

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The two Major champions were served notice of a subpoena to reveal details of the PGA Tour players' meeting that took place at the BMW ...

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Larry Klayman @LarryEKlayman · Aug 25
Magistrate Reinhart's Ruling in the Words of Woody Allen Is a Tragedy of a Mockery of Two Tragedies of a Sham! He Is a Corrupt Trump Hater!



cnn.com
Justice Department ordered to release redacted Mar-a-Lago search wa...
The Justice Department must release a redacted version of the Mar-a-Lago search warrant affidavit by noon on Friday, a federal judge ruled.

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Klayman and Freedom Watch's Citizens' Grand Jury Seeks Indictment of President Joe Biden, Attorney General Merrick Garland, and FBI Director Christopher Wray Over Alleged Illegal and Unconstitutional Raid on President Trump's Mar-A-Lago Residence!



freedomwatchusa.org

Klayman and Freedom Watch's Citizens' Grand Jury Seeks Indictment o...
Freedom Watch TV August 25, 2022

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Larry Klayman Retweeted



Freedom Watch/Larry Klayman, Esq. @FreedomWatchU... · Aug 25

Tiger Woods and Rory McIlroy Subpoenaed as Golf's Civil War Intensifies



sports.yahoo.com

Tiger Woods and Rory McIlroy subpoenaed by LIV Golf as civil war inte...
The legal row surrounding golf's bitter split has further escalated after

Don't miss what's happening

People on Twitter are the first to know.

Exhibit 13

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**FREEDOM WATCH**JOIN OUR FIGHT AT WWW.FREEDOMWATCHUSA.ORG

TIGER WOODS & RORY MCILROY SUBPOENAED TO TESTIFY UNDER OATH ABOUT PGA TOUR PLAYERS' MEETING

PGA Commissioner Jay Monahan Also to Be Deposed Under Oath

(Palm Beach Florida, August 24, 2022). Today, Larry Klayman, Esq., the class action lead plaintiff in a case styled Klayman et. al v. PGA Tour et. al, *Civil Action No. Klayman v. PGA Tour et. al 50-2022-CA-006587* (15th Judicial Circuit, Palm Beach County), gave notice of his intent on behalf of himself and other members of the putative class to subpoena for deposition Tiger Woods and Rory McIlroy with regard to their participation in a recent players' meeting at Wilmington Country Club during the BMW Open leading up to the finals of the Fedex Cup this week in Atlanta, Georgia.

It is believed that discussions occurred which are alleged in the above complaint to be anticompetitive and violative of the antitrust laws vis a vis the LIV Golf Tour and its players.

Woods is noticed for deposition on September 21, 2022, and McIlroy for September 22, 2022, in their hometown of Jupiter, Florida, after requests for production are due to be served by the defendants. These document requests require production of the documents and audio or visual recordings of this meeting, among other relevant information to the class action lawsuit. The documents will thus be used at Wood's and McIlroy's depositions. PGA Commissioner Jay Monahan's deposition will follow and has been noticed for September 27, 2022, in Jupiter as well.

The pleadings concerning this important class action case can be viewed at www.freedomwatchusa.org and on the court's website, as they all have been filed and are available to the public.

Larry Klayman, Esq. had this to say upon giving notice to defendants through their counsel of his and members of the class's intent to depose Woods, McIlroy and Monahan:

"This is not a personal 'thing' against Woods, McIlroy and Monahan. It's about getting information about what occurred at the players' meeting and generally with regard to allegations in our complaint that the PGA Tour, the DP World Tour and their commissioners Jay Monahan and Keith Pelley, are allegedly colluding in restraint of trade and the antitrust laws to harm the LIV Golf Tour and its players.

"Just today, the PGA Tour announced changes in its tournaments by again upping winning purses with guaranteed attendance payments for top players, attempting to emulate LIV Golf, while continuing to allegedly harm LIV and its players by, among other alleged anticompetitive acts, working to deny them world ranking points to compete in major tournaments such as the Masters, U.S. Open, British Open and PGA championships. One can perhaps now call the new PGA Tour 'LIV Light.'



"We look forward to Woods, McIlroy and Monahan telling the truth, with sworn testimony, under oath.

"Their testimony is not just relevant but also crucial."

For more information contact Asher Anderson at asher.andersonfw@gmail.com

Got to www.freedomwatchusa.org to view these notices to depose Woods, McIlroy and Monahan and our outstanding document requests, in addition to the class action complaint.

Attached:

-  1. Notice of Intent Subpoena Tiger Woods
-  2. Notice Of Intent To Serve Subpoena
-  3. Subpoena Woods
-  4. Subpoena McIlroy
-  5. Depo Notice Monahan
-  6. RPD PGA
-  7. 2nd RPD PGA
-  8. RPD Monahan
-  9. 2nd RPD Monahan
-  10. Filed PGA Complaint

YOUR HELP IS URGENTLY NEEDED!

Support our cause and join our fight!

Go to www.freedomwatchusa.org/donate

Or call **844 FW ETHIC** to contribute to Freedom Watch now

