

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA CIVIL DIVISION

SILVER KING ENTERTAINMENT, INC.,  
d/b/a The Professional Tarpon Tournament  
Series, a Florida Corporation,

Plaintiff,

vs.

SAVE THE TARPON, INC., A Florida  
corporation; THOMAS M. MCLAUGHLIN;  
FRANK DAVIS; CHRIS FROHLICH;  
RICHARD HIRSCH; RHETT MORRIS;  
WALTON "TOMMY" LOCKE, JR.;  
MARK L. FUTCH; and LEW HASTINGS,  
individuals,

Defendants.

Received Date: 4/29/13  
Served Date: 4/29/13 Time: 7:50 PM  
By CP3: 157183  
*[Signature]*

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint and Emergency Motion for  
Temporary Injunction in this action on Defendant:

SAVE THE TARPON, INC.  
c/o Thomas McLaughlin  
8018 Bay Pointe Drive  
Englewood, FL 34224

Each Defendant is required to serve written defenses to the Complaint on Plaintiffs attorney:

Dennis A. Creed, III, Esq.  
FELDMAN MORGADO, P.A.  
501 North Reo Street  
Tampa, Florida 33609:

within 20 days after service of this Summons on that defendant, exclusive of the day of service, and to file the  
original of the defenses with the clerk of this court either before service on plaintiffs attorney or immediately  
thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in  
the complaint or petition.

  
BY: *Naomi Zoeller*

RUSHI A  
/-\*23&\*2JfU,/- KA

Dated- NZOELLER - 04/29/2013 9:37:07 AM

Naomi Zoeller, Deputy Clerk

As Deputy Clerk  
(941)861-7770

If you cannot afford on attorney,, contact Gulfcaast Lt-gcil Services at  
(941)366-17^6 or vmwv.v.gulfcoostlegal.org, or Legal Aid of Mariasota at  
(941)366-0038. If you do not qualify for free legal assistance or do  
not know an attorney, you may call an attorney referral service (listed  
in the phone book), or contact the Florida Bar Lawyer Referral Service  
at (800)342-BO11 or http://www.floridabar.org/floridabar/FloridaBarLawyerReferralService.aspx  
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SILVER KING ENTERTAINMENT, INC.,  
d/b/a The Professional Tarpon Tournament

Series, a Florida Corporation,

Case No.:

Plaintiff, vs.

SAVE THE TARPON, INC., A Florida  
corporation; THOMAS M. MCLAUGHLIN;  
FRANK DAVIS; CHRIS FROHLICH;  
RICHARD HIRSCH; RHETT MORRIS;  
WALTON "TOMMY" LOCKE, JR.; MARK L.  
FUTCH; and LEW HASTINGS, individuals,

Defendants.

**EMERGENCY MOTION FOR TEMPORARY INJUNCTION**

Plaintiff SILVER KING ENTERTAINMENT, INC. d/b/a The Professional Tarpon Tournament Series ("PTTS" or "Plaintiff), by and through its undersigned counsel, and pursuant to Florida Rules of Civil Procedure 1.610, hereby files this Emergency Motion for a Temporary Injunction against SAVE THE TARPON, INC. ("STTI"), THOMAS M. MCLAUGHLIN ("McLaughlin"), FRANK DAVIS ("Davis"), CHRIS FROHLICH ("Frohlich"), RICHARD HIRSCH ("Hirsch"), RHETT MORRIS ("Morris"), WALTON "TOMMY" LOCKE, JR. ("Locke"), MARK L. FUTCH ("Futch"), and LEW HASTINGS ("Hastings")(collectively as "Defendants" and without STTI as "Individual Defendants") and would show as follows:

1 . On April 26, 201 3, PTTS filed a Complaint ("Complaint") with attached exhibits. The Complaint seeks injunctive relief against the Defendants for tortious interference in

contractual relationships, tortious interference with business relationships, civil conspiracy and defamation.

2. PTTS is in the business of promoting, advertising, filming, conducting, televising and holding tarpon fishing tournaments in Boca Grande, Florida, and has held these tournaments every year since 2004. The tournaments are televised throughout the world as a thirteen week reality television show each year. PTTS is also in the business of scheduling and referring local fishing guide services in and around Boca Grande, Florida.

3. The tarpon fishing season is about to start in and around Boca Grande, Florida and the PTTS' yearly schedule of events will start running from May 13, 2013 and end around June 16, 2013.

4. STTI is a group of mostly local fishing boat captains and local fishing guides operating in and around Boca Grande, Florida, who compete with PTTS for business during the yearly tarpon migration to the Boca Grande Pass.

5. PTTS' competitor Individual Defendants formed STTI in 2012 with a specific goal bringing about the end of the PTTS in Boca Grande, Florida.

6. STTI raised tens of thousands of dollars for its stated purpose of bringing financial pressure on PTTS' sponsors and achieving its main goal of bringing about the end of the PTTS in Boca Grande, Florida, and use this money to mount a concerted campaign against PTTS and to fund the advertising of its own member fishing guides.

7. Specifically, McLaughlin, Davis, Frohlich, Morris, Locke and Futch make their living as fishing boat captains and local fishing guides operating in and around Boca Grande, Florida, and directly compete with PTTS' participants for business.

8. The PTTS has brought notoriety to some of its participant fishing boat captains and local fishing guides, who are direct competitors of Individual Defendants. PTTS profits from scheduling fishing trips with its PTTS participant fishing boat captains and local fishing guides.

9. McLaughlin, STTI's Chairman, complained about losing business to PTTS participant fishing boat captains and local fishing guides in the March/April 2013 edition of Florida Sport Fishing stating that PTTS "tournament teams are from out of town, which means revenue amongst the community is being lost and the local economy suffers. Money used to be spent with local guides is now going into the hand of outsiders."

10. STTI directly advertises the fishing boat captain and fishing guide services of McLaughlin, Davis, Morris, and William "Sandy" Melvin ("Melvin"), with links to individual webpages on STTI's website for each individual including a short biography, links to outside websites and services offered.

11. Futch is the Secretary and Davis is a Director of the Boca Grande Fishing Guide Association, Inc. ("BGFGA"). The BGFGA endorses five different tarpon fishing tournaments in Boca Grande, Florida, including Gasparilla Outfitters, Inc.'s Howl at the Moon, Howl at the Moon-Ladies Night Out, Gasparilla Kids Classic and the Boca Grande Area Chamber of Commerce's ("BG Chamber") World's Richest Tarpon Tournament and Ladies' Day Tournament.

12. Hastings is the Executive Director of the BG Chamber and Hastings is STTI's newly minted Executive Director just in time for the tarpon season and promoting BG Chamber's World's Richest Tarpon Tournament and Ladies' Day Tournament which compete with PTTS directly for sponsors and participants.

13. BG Chamber's World's Richest Tarpon Tournament has even started issuing a digital magazine promoting the tournament with its numerous corporate sponsors, including but not limited to Budweiser, Guy Harvey Ocean Foundation, Guy Harvey, Marine Max, Best Buy and Panama Jack. The World's Richest Tarpon Tournament's has prize money of tens of thousands of dollars that is gives away during its tournament.

14. BG Chamber's website also lists McLaughlin and Melvin as member fishing guides, and lists Hastings and Melvin as points of contact for their fishing tournaments which compete with the PTTS

15. Melvin owns Gasparilla Outfitters, Inc. which promotes, advertises, conducts and holds a number of tarpon fishing tournaments in Boca Grande, Florida every year, including the Howl at the Moon, Howl at the Moon-Ladies Night Out, Gasparilla Kids Classic and the Gasparilla Island Fly-Fishing tournaments, which are endorsed by the BG Chamber.

16. Defendants often couch their attacks on PTTS in around the treatment of the tarpon during the PTTS, but on some of the Individual Defendants websites there are pictures with tarpon being held by their customers inside of their boats and outside of the water.

17. Defendants have published multiple false statements regarding the PTTS with reckless disregard to the truthfulness of the statements in an effort to shut down the PTTS. The statements made and published by Defendants include:

(a) "The horrible PTTS fishing techniques and behaviors are destroying the Boca Grande fishery. PTTS is turning a wonderful natural resource (a public resource) into a very private profit-oriented threat to the fishery."

(b) "Tarpon are dying because of PTTS techniques."

(c) "Boca Grande's history was, and to a smaller extent today, is centered around a much more sporting and traditional tarpon fishery ... not a money-grubbing, fish-killing, crowd that likes to play bumper cars in the Pass and screams with joy when a shark hits a hooked tarpon, or even chums up these sharks prior to the events, or delights in a low-skill/high-

kill technique. The rules the PTTS follow are not changing with the times, they are greedily smashing a world-famous tradition and ruining this fishery."

(d) "This PTTS group doesn't spend much money locally."

(e) The continuation of the PTTS would lead to "no more tarpon in Boca Grande."

(f) STTI members McLaughlin and Morris spoke at a recent Bokeelia Boat Club meeting on April 17, 2013, and were quoted as stating;

(i) that tarpon during the PTTS "are literally being driven from the [Boca Grande] pass;

(ii) at the PTTS "every fish is dragged for at least a half a mile out of the water before it is put on a scale to be weighed;"

(iii) at the PTTS "[o]nce the tarpon is weighed ... it is put back in the water" and unfortunately many "drift to shore dead;"

(iv) "Every Monday morning after the two-day event, there will be dead tarpon at Cayo Costa and Boca Grande;" and

(v) the PTTS "is threatening the very existence for the spawning population of the fish."

18. Multiple statements and publications from scientists, Florida Fish and Wildlife Conservation Commission ("FWC") officials and STTI members themselves have admitted that there is no scientific proof of the slanderous statements made against PTTS by the Defendants.

For example:

(a) In Guy Harvey Magazine on April 4, 2013, a story ran regarding the competition between PTTS and the World's Richest Tarpon Tournament. Dr. Aaron Adams with Mote Marine Laboratory stated "[t]here's **no science to support either side of the issue**" when speaking about alleged mortality differences between jig and live bait fishing.

(b) The FWC, in a study conducted from 2002 through 2004, concluded that there was no significant mortality difference found in tarpon being fished with a jig as compared to tarpon being fished with live bait.

(c) In the Tampa Bay Times on March 28, 2013, FWC spokeswoman Amanda Nalley was quoted as stating that tarpon are not in "biological jeopardy" and that few tarpon are killed each year in Florida.

(d) In the Boca Beacon on June 8, 2012, Dr. Aaron Adams with Mote Marine Laboratory stated **"the harvest of tarpon in Florida - whether by individual anglers or by tournaments - has declined to nearly zero in recent years."**

(e) The Mote Marine Laboratory's website speaks more to the dwindling Florida tarpon mangrove habitat as a reason for tarpon population drop and a point of concern than to fishing practices.

(f) Melvin stated in a promotion for one of his own tournaments that **"[tarpon season has been so good the past few years.]"**

(g) STTI itself, in a posting by McLaughlin on September 10, 2012, admits that STTI is **not sure if anything PTTS is doing is "altering the habits of the fish."**

19. PTTS has acquiesced to most of the Defendants' original demands and STTI is well aware of these concessions by PTTS. The Guy Harvey Magazine April 4, 2013 story also announced PTTS had decided to "stop weighing [tarpon] and use measurements and formulas to calculate [the] tarpon's weight." STTI acknowledges PTTS changes in a posting by McLaughlin on its website on September 10, 2012, but Defendants have continued their outlandish tortious behavior towards the PTTS for their own financial gain.

20. PTTS lost and continues to lose numerous sponsors, customers and prospective customers due to the concerted tortious actions of the Defendants, and has already suffered a loss of annual revenue of over half a million dollars.

21. Defendants have and continue to send threatening letters and use coercive tactics to get PTTS business sponsors to back out of their relationship with PTTS. The letters to PTTS sponsors threaten boycotts and ask the PTTS sponsors to contact Futch, the Secretary of the BCFGGA which endorses other local tournaments. STTI continues to publish and update a  
a  
boycott list of all current PTTS' sponsors on its website, while continuing to advertise the Individual Defendants' businesses.

22. STTI sends letters to PITS sponsors and tells them PITS is practicing "highly destructive fishing and handling techniques" fully aware that there is no scientific evidence to support these self-serving statements.

23. STTI posts on its website when its systematic threats lead to the loss of a sponsor by PTTS, including but not limited to Patterson Freight Systems, Inc., Miller's Ale House, Yamaha Corporation (Skeeter Boats), Farlow's On the Water, Tires Plus Total Car Care and Costa Del Mar Sunglasses. Defendants even admit that its systemic attack of PTTS' sponsors is "an attack on the revenue stream" of PTTS. PTTS has received multiple letters from its sponsors who felt that they were forced to stop sponsoring PTTS because of STTI's negative publicity campaign on the internet and because they feared "retaliation" from STTI.

### **LEGAL ARGUMENT**

Florida's Second District Court of Appeals has held that a preliminary injunction is appropriate in certain instances to preserve the status quo where the Plaintiff can establish the below elements:

"A temporary, or preliminary, injunction is one entered on a nonfinal basis, to preserve the status quo or prevent ongoing harm before a full hearing in the case can be held. *Ladner v. Plaza Del Prado Condo. Ass'n*, 423 So. 2d 927, 929 (Fla. 3d DCA 1982). Consequently, a temporary injunction is based on limited evidence developed at a preliminary stage of the case. *Id.* Before entering such an injunction, the court must review whether that limited evidence has established (1) the likelihood that the movant will suffer irreparable harm; (2) that the movant has no adequate legal remedy available; (3) that the movant has a substantial likelihood of prevailing on the merits; and (4) that the considerations of the public interest support the entry of an injunction. *Masters Freight, Inc. v. Servco, Inc.*, 915 So. 2d 666, 666 (Fla. 2d DCA 2005)."

*Hasley v. Harrell*, 971 So. 2d 149,152 (Fla. Dist. Ct. App. 2d Dist. 2007)

Here, as discussed below, PTTS has a substantial likelihood of success on its claims for (1) tortious interference in contractual relationships, (2) tortious interference with business relationships, (3) civil conspiracy and (4) defamation.

**I. PTTS HAS A SUBSTANTIAL LIKELIHOOD OF SUCCESS ON THE MERITS OF ITS CLAIMS**

**A. Plaintiff Is Substantially Likely To Prevail On Its Claims for Tortious Interference with Contractual and Advantageous Business Relationships**

PTTS has established the entitlement to an injunction against Defendants from continuing to benefit from their unlawful interference with PTTS' contractual and advantageous business relationships. *See Ins. FieldServs., Inc. v. White & White Inspection & Audit Serv., Inc.*, 384 So. 2d 303 (Fla. 5<sup>th</sup> DCA 1980) ("Since the means by which the [defendants] sought to compete with [the plaintiff] were improper, their intentional interference with [the plaintiffs] business relationships was unjustified. The corporate [defendant] can assert no claim which would entitle it to the benefits which flowed from [the] breach of duty."). Additionally, the elements of tortious interference with a contractual or advantageous business relationship claim are: (1) the existence of a contractual or business relationship, under which the plaintiff has legal rights; (2) the defendant's knowledge of the relationship; (3) an intentional and unjustified interference with the relationship by the defendant; and (4) damage to the plaintiff as a result of the interference. *See Imperial Majesty v. Weitnauer Duty*, 987 So.2d 706 (Fla. 4<sup>th</sup> DCA 2008). To wit, a plaintiff must prove that a third party interfered with a business relationship by influencing or coercing one of the parties to abandon or take something away from the relationship, thereby causing injury to the other party. *See Georgetown Manor v. Ethan Allen, Inc.*, 991 F.2d 1533 (11<sup>th</sup> Cir. 1993).

Here, the evidence is indisputable and mostly admitted by Defendants that they have and continue to purposefully interfere with PTTS's contractual and advantageous business relationships. In fact, Defendants openly brag, publish and "beat their chests" every time they cause the demise of a PTTS sponsorship or business relationship. The stated purpose of STTI is to interfere and bring about the close of PTTS business, so there can be no doubt as to the continued damage that will be caused by Defendants continued interference with PTTS' contractual and advantageous business relationships. Based on the present evidence, PTTS has a substantial likelihood of prevailing on these claims.

**B. Plaintiff Is Substantially Likely To Prevail On Its Claim for Civil Conspiracy**

To establish a civil conspiracy claim, PTTS must show that there is "(a) an agreement between two or more parties, (b) to do an unlawful act or to do a lawful act by unlawful means, (c) the doing of some overt act in pursuance of the conspiracy, and (d) damage to plaintiff as a result of the acts done under the conspiracy." *Pezold Air Charters v. Phoenix Corp.*, 192 F.RD. 721, 726 (M.D. Fla. 2000); *see also Olson v. Johnson*, 961 So.2d 356, 359 (Fla. 2d DCA 2007). "Civil conspiracy under Florida law requires a showing that two or more persons have taken concerted action to accomplish some unlawful purpose, or to accomplish some lawful purpose by unlawful means." *Kee v. National Reserve Life Ins. Co.*, 918 F.2d 1538, 1541 (11\* Cir. Fla. 1990).

In this case, Defendants have stated publically, agreed and conspired to, among other things, tortiously interfere with PTTS' contractual and advantageous business relationships, and continue to defame PTTS for the benefit of PTTS' direct competitors, which includes most of the Individual Defendants. Defendants have committed numerous overt acts as listed above, including continuing to defame and tortiously interfere with the PTTS' business, even after

PTTS has acquiesced to almost all of STTI's demands because of the duress its sponsors and clients were under by Defendants. Defendants are causing PTTS significant damage in lost revenue (as shown above), damage to PTTS' business reputation and lost business opportunities. Therefore, PTTS has a substantial likelihood of proving its claim of civil conspiracy.

**C. Plaintiff Is Substantially Likely To Prevail On Its Claim for Defamation In *Del***

*Fuoco v. O'Neill*, 2011 U.S. Dist. LEXIS 14607, 17-18 (M.D. Fla. Feb. 11, 2011) (emphasis added), the court discussed the cause of action of defamation at length, stating:

A cause of action for defamation in Florida requires four elements: (1) defendant published a false statement, (2) about the plaintiff, (3) to a third party, and (4) the falsity of the statement caused injury to the plaintiff." *Bass v. Rivera*, 826 So. 2d 534, 535 (Fla. 2d DCA 2002). **A false publication is actionable per se if the publication is such that "its natural and proximate consequences necessarily caused injury to the plaintiff in his social, official and business relations of life."** *Wolfson v. Kirk*, 273 So. 2d 774, 777 (Fla. 4th DCA 1973), *rev. denied*, 279 So. 2d 32 (Fla. 1973) (*quoting Sharp v. Bussey*, 137 Fla. 96, 187 So. 779 (Fla. 1939)). **More specifically, to constitute libel per se, the statements must,** "when 'considered alone without innuendo,'... contain (1) charges that a person has committed an infamous crime, or (2) has contracted an infectious disease, or (3) they carry statements tending to subject a person to hatred, distrust, ridicule, contempt or disgrace, or (4) to **injure a person in his trade or profession.**" *Adams v. News-Journal Corp.*, 84 So. 2d 549, 551 (Fla. 1955).

As the First District noted in *Murphy v. Daytona Beach Humane Society, Inc.*, 176 So. 2d 922, 925-926 (Fla. 1st DCA 1965), the situation of one's interfering with another's business provides an exception to the general prohibition against injunctive relief. *See also Murtagh v. Hurley*, 40 So. 3d 62, 65 (Fla. Dist. Ct. App. 2d Dist. 2010). The Fourth District also held this to be true in *Zimmerman v. D.C.A. at Welleby, Inc.*, 505 So. 2d 1371 (Fla. 4th DCA 1987). *See also De Ritis v. AHZ Corp.*, 444 So. 2d 93, 94 (Fla. 4th DCA 1984) (holding that an injunction was the proper remedy in cases alleging interference "with a present or prospective business relationship"); *Wolfv. Gold*, 9 A.D.2d 257, 193 N.Y.S.2d 36, 38 (N.Y. App. Div. 1959) ("If it appears, as alleged in the first cause of action, that the defendants by false statements and other illegal means are engaged upon a deliberate plan to destroy the business and reputations of

plaintiffs, and that plaintiffs' legal remedy is inadequate, then the basis for injunctive relief will have been established.)

As outlined above, and in PTTS' Complaint and Exhibits thereto, PTTS is likely to prevail on its claims of defamation against STTI because of the blatant defamatory campaign intended to smear PTTS business reputation. STTI acknowledges that there exists no scientific evidence of the truth of their defamatory statements which they constantly repeat and publish. Defendants continue to make these statements while most of the Individual Defendants profit from the diversion of business from PTTS to themselves, and funds of STTI's have been used to promote the services of the Individual Defendants.

**II. PTTS WILL SUFFER IRREPARABLE INJURY IF DEFENDANTS ARE PERMITTED TO CONTINUE TO BENEFIT FROM THEIR CONDUCT AND PTTS HAS NO ADEQUATE REMEDY AT LAW IF DEFENDANTS TORTIOUS BEHAVIOR IS NOT ENJOINED**

PTTS has built up a substantial investment in its goodwill in the marketplace, and particularly in its relationships with its existing sponsors and customers over the last decade. PTTS's specific existing and prospective customers are an important continuing source of revenue for PTTS, and one of the most important legitimate business interests under Florida law. *See Florida Hematology & Oncology v. Tummala, M.D.*, 927 So.2d 135, 138 (Fla. 5<sup>th</sup> DCA 2006). Defendants have and will continue to negatively impact PTTS' business to a substantial detriment. Defendants' ongoing scheme to undermine PTTS' business damages PTTS every day. Defendants are permitted to interfere with sponsors and clients from PTTS. Defendants should not be permitted to continue to undercut the PTTS market share and impact its sales through nefarious methods.

Furthermore, on the issue of irreparable injury, the courts have held "even if positive proof of an injury did not appear from the record, such irreparable harm could be presumed and

need not be alleged or proved in a case involving wrongful interference with a business relationship." (*citing to Sentry Ins. v. Dunn*, 411 So.2d 336 (5th 1982)).

PTTS faces permanent and irreparable harm if Defendants are permitted to continue to tortiously interfere with its contractual and advantageous business relationships, while defaming and competing against PTTS through a campaign of misinformation and deceit. PTTS has invested significant time and money into developing its current market share, customer base, and permitting Defendants to continue to erode that market share, customer base through nefarious means and direct interference is irreparably harming PTTS. PTTS has no adequate remedy at law if Defendants are allowed to continue their actions as outlined above. PTTS has shown that it has and will continue to suffer significant harm due to Defendants' conduct.

A plaintiff may establish irreparable injury where the total damages associated with plaintiffs losses, such as loss of customer goodwill and loss of fair competition would be difficult to calculate. *Ride-Away Handicap Equipment Corp. v. Tracey*, 2009 U.S. Dist. LEXIS 124610 (M.D. Fla. Dec. 29, 2009) (*citing Ne. Fla. Chapter of the Ass'n of Gen. Contractors v. City of Jacksonville, Fla.*, 896 F.2d 1283, 1285 (11th Cir. 1990)).

Furthermore, federal and state courts in Florida have held that irreparable injury is presumed in cases involving tortious interference with business relationships. *Special Purpose Accounts Receivable Coop. Corp. v. Prime One Capital Co.*, 125 F. Supp. 2d 1093, 1103 (S.D. Fla. 2000) (*citing Dotolo v. Schouten*, 426 So. 2d 1013, 1015 (Fla. 2d DCA 1983) (holding that injunctive relief is only appropriate remedy in case involving wrongful interference with business relationship). In fact, in such cases, irreparable injury need not be alleged or proven. *See Unistar Corp. v. Child*, 415 So. 2d 733, 735 (Fla. 3d DCA 1982) (holding that injunction was appropriate relief in cases involving tortious interference even though irreparable injury was

neither alleged nor proven). *See also Chase Manhattan Bank USA, N.A. v. Nat'l Arbitration Council, Inc.*, 2005 U.S. Dist. LEXIS 20116 (M.D. Fla. May 27, 2005) (FN11 quoting *Special Purpose Accounts Receivable Coop. Corp. v. Prime One Capital Co.*, "Irreparable injury is presumed in cases involving tortious interference with business relationships.").

Defendants have clearly interfered with and bragged about interfering with numerous PTTS sponsors and therefore PTTS has satisfied the second requirement for obtaining injunctive relief. "Often times the concepts of 'irreparable injury' and 'no adequate remedy at law' are indistinguishable." *Lewis v. S.S. Baune*, 534 F.2d 1115, 1124 (5th Cir. 1976); *Morris Commun. Corp. v. PGA Tour, Inc.*, 117 F. Supp. 2d 1322, 1330 (M.D. Fla. 2000) ("To demonstrate irreparable harm, a plaintiff must show that it has no adequate remedy at law, meaning that its injury 'cannot be undone through monetary remedies'.") (citations omitted). *Special Purpose Accounts Receivable Coop. Corp. v. Prime One Capital Co.*, 125 F. Supp. 2d 1093, 1103 (S.D. Fla. 2000) (holding that [b]y satisfying the irreparable injury requirement through their tortious interference claim, the plaintiffs also have shown the absence of an adequate legal remedy.) **III.**

### **THE BALANCE OF HARM FAVORS PTTS**

Defendants above have deliberately encouraged each other to commit numerous torts in an effort to damage PTTS and steal market share for themselves. Defendants conduct outlined above is exactly why courts do not hesitate to issue preliminary injunctions. The preliminary injunction is necessary for PTTS to stop the Defendants tortious actions before PTTS' business is irretrievably lost.

The balance of harm clearly favors PTTS in this case, as Defendants allegedly are operating STTI for no personal interests of the Individual Defendants. A temporary injunction would cost the Defendants nothing while the parties litigate this case. Defendants cannot

complain that they will be financially harmed because STTI is allegedly a "non-for profit" corporation. PTTS is a business with employees, sponsors and clients who have unjustly vilified and damaged by Defendants' willful nefarious schemes to benefit themselves and damage PTTS' market share and good will with its sponsors, customers and public at large.

#### **IV. ENTERING AN INJUNCTION WOULD FAVOR THE PUBLIC INTEREST**

Enjoining Defendants would also promote the public interest, since bad actors such as Defendants should not be allowed to profit from their wrongdoing and business should be confident that the law protects their legitimate business interests. A temporary injunction is appropriate because it would help protect PTTS from the harm that Defendants will further inflict by gaining an unfair advantage, and preserve and protect the advancement of honest business enterprises and practices.

#### **V. FLORIDA COURTS ARE EMPOWERED TO ISSUE TEMPORARY INJUNCTIONS**

Florida Rule of Civil Procedure 1.610 states in full as follows:

(a) Temporary Injunction.

(1) A temporary injunction may be granted without written or oral notice to the adverse party only if:

(A) it appears from the specific facts shown by affidavit or verified pleading that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the movant's attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required.

(2) No evidence other than the affidavit or verified pleading shall be used to support the application for a temporary injunction unless the adverse party appears at the hearing or has received reasonable notice of the hearing. Every temporary injunction granted without notice shall be endorsed with the date and hour of entry and shall be filed forthwith in the clerk's office and shall define the injury, state findings by the court why the injury may be irreparable, and give the

reasons why the order was granted without notice if notice was not given. The temporary injunction shall remain in effect until the further order of the court.

(b) Bond. — No temporary injunction shall be entered unless a bond is given by the movant in an amount the court deems proper, conditioned for the payment of costs and damages sustained by the adverse party if the adverse party is wrongfully enjoined. When any injunction is issued on the pleading of a municipality or the state or any officer, agency, or political subdivision thereof, the court may require or dispense with a bond, with or without surety, and conditioned in the same manner, having due regard for the public interest. No bond shall be required for issuance of a temporary injunction issued solely to prevent physical injury or abuse of a natural person.

(c) Form and Scope. — Every injunction shall specify the reasons for entry, shall describe in reasonable detail the act or acts restrained without reference to a pleading or another document, and shall be binding on the parties to the action, their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them who receive actual notice of the injunction.

(d) Motion to Dissolve. - A party against whom a temporary injunction has been granted may move to dissolve or modify it at any time. If a party moves to dissolve or modify, the motion shall be heard within 5 days after the movant applies for a hearing on the motion.

The Court of Appeal of Florida, Second District, in the case of *Lewis v. Sunbelt Rentals, Inc.*, 949 So. 2d 1114 (Fla. Dist. Ct. App. 2d Dist. 2007), stated:

Rule 1.610(a)(l) specifies that a temporary injunction without notice may be granted only if (1) the affidavits or verified pleadings demonstrate that "immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition" and (2) "the movant's attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required."

PTTS Complaint establishes the fact that if Defendants are not enjoined immediately, PTTS will suffer irreparable injury, loss, or damage as outlined in the Complaint, its Exhibits and above. All of the elements justifying a Temporary Injunction Order exist: PTTS has a substantial likelihood of succeeding on the merits; Defendants' wrongful conduct is causing PTTS

irreparable harm; the threatened injury to PTTS outweighs any possible damage to Defendants; and granting the requested relief will not disserve the public interest.

As demonstrated in the Complaint and accompanying Exhibits, irreparable injury is so imminent that a hearing on this Motion for Temporary Injunction needs to be held immediately. A copy of the Complaint and this Motion are being served on an expedited basis on all Defendants. Due to the imminent tarpon fishing season and schedule of the PTTS, the Temporary Injunction hearing should be set even if all Defendants are not served prior to the setting of the hearing.

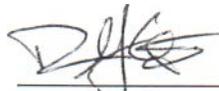
Florida Rule of Civil Procedure 1.610(b) as stated in full above, provides that "no temporary injunction shall be entered unless a bond is given by the movant in an amount the court deems proper, conditioned for the payment of costs and damages sustained by the adverse party if the adverse party is wrongfully enjoined." (Generally, the bond requirement is mandatory.) (*See Bellach v. Huggs of Naples, Inc.*, 704 So. 2d 679, 680 (Fla. 2d DCA 1997)); (*Wasserman v. Gulf Health, Inc.*, 512 So. 2d 234 (Fla. 2d DCA 1987)); (*Diaz v. John Adcock Ins. Agency, Inc.*, 729 So. 2d 465, 466 (Fla. Dist. Ct. App. 2d Dist. 1999)). The amount of security that must be posted in this case should not exceed \$5,000. "[T]he amount of any such bond demanded - is within the discretion of the trial judge." *University Books & Videos, Inc. v. Metropolitan Dade County*, 33 F. Supp. 2d 1364, 1374 (S.D. Fla. 1999) (noting that security generally was not required when, *e.g.*, the party seeking the injunction has a high probability of succeeding on the merits of its claim); *BellSouth Telecomms., Inc. v. MCI Metro Access Transmission Servs., LLC*, 425 F.3d 964, 971 (11th Cir. 2005) ("[T]he amount of security required by the rule is a matter within the discretion of the trial court.").

In this case, PTTS has demonstrated a high likelihood of success on its motion for entry of temporary injunction. The facts here, including the Defendants' certain awareness of PTTS' rights, and Defendants' decision to move forward with their schemes despite their knowledge of the potential consequences, all weigh against a substantial bond. Accordingly, PTTS requests this Court issue a temporary injunction requiring a security of not more than \$2,500.00.

WHEREFORE, PTTS respectfully requests that the Court enter a temporary injunction prohibiting Defendants from: (1) continuing to publish and make defamatory statements regarding PTTS for the purpose of damaging PTTS; (2) continuing to harass and threaten PTTS sponsors and clients, either verbally or in writing, from entering into or continuing contractual and business relationships with PTTS; (3) inducing PTTS sponsors and clients to end their contractual and business relationships with PTTS; (4) continuing to disseminate false information regarding PTTS for the purpose of damaging PTTS in public forums, social networks or through any electronic means; and (5) organizing campaigns specifically meant to damage PTTS; PTTS also requests that the Court award its costs incurred in prosecuting this action; and grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

FELDMAN MORGADO, P.A.



Mitchell L. Feldman

Florida Bar No.: 0080349

Dennis A. Creed, III

Florida Bar No. 0043618

501 N. Reo Street

Tampa, Florida 33609

Ph: (813) 639-9366 / Fx: (813) 639-9376

*Attorney'(s) for Plaintiff Silver King Entertainment, Inc.  
d/b/a The Professional Tarpon Tournament Series*

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA CIVIL DIVISION

SILVER KING ENTERTAINMENT, INC.,  
d/b/a The Professional Tarpon Tournament

Series, a Florida Corporation,

Case No.:

Plaintiff, vs.

SAVE THE TARPON, INC., A Florida  
corporation; THOMAS M. MCLAUGHLIN;  
FRANK DAVIS; CHRIS FROHLICH;  
RICHARD HIRSCH; RHETT MORRIS;  
WALTON "TOMMY" LOCKE, JR.; MARK L.  
FUTCH; and LEW HASTINGS, individuals,

Defendants.

COMPLAINT

Plaintiff SILVER KING ENTERTAINMENT, INC. d/b/a The Professional Tarpon Tournament Series ("PTTS" or "Plaintiff"), by and through its undersigned counsel, hereby files this Complaint against Defendants SAVE THE TARPON, INC. ("STTI"), THOMAS M. MCLAUGHLIN ("McLaughlin"), FRANK DAVIS ("Davis"), CHRIS FROHLICH ("Frohlich"), RICHARD HIRSCH ("Hirsch"), RHETT MORRIS ("Morris"), WALTON "TOMMY" LOCKE, JR. ("Locke"), MARK L. FUTCH ("Futch"), and LEW HASTINGS ("Hastings")(collectively as "Defendants" and without STTI as "Individual Defendants") seeking injunctive and other relief, and states as follows:

Jurisdiction and Venue

1. This is an action for injunctive relief and for damages, in which the matter in controversy exceeds the sum of fifteen thousand dollars (\$15,000.00), exclusive of interest, costs, and attorneys' fees. This court has jurisdiction over this case pursuant to

Section 26.012(2)(a) and (c), *Fla. Stat.*

2. Venue is proper pursuant to § 47.011, *Fla. Stat.*

### **Parties**

3. PTTS is a Florida corporation with its principal place of business located in Port Charlotte, Florida.

4. STTI is a Florida corporation with its principal place of business located in Englewood, Florida.

5. McLaughlin is an individual residing in Englewood, Florida.

6. Davis is an individual residing in Cape Haze, Florida.

7. Frohlich is an individual residing in Punta Gorda, Florida.

8. On information and belief, Hirsch is an individual residing in New York, New York, who resides part of the year in Florida.

9. Morris is an individual residing in Punta Gorda, Florida.

10. Locke is an individual residing in Boca Grande, Florida.

11. Futch is an individual residing in Boca Grande, Florida.

12. Hastings is an individual residing in Boca Grande, Florida.

### **Factual Background**

13. PTTS is in the business of promoting, advertising, filming, conducting, televising and holding tarpon fishing tournaments in Boca Grande, Florida, and has held these tournaments every year since 2004. The tournaments are televised throughout the world as a thirteen week reality television show each year. PTTS is also in the business of scheduling and referring local fishing guide services in and around Boca Grande, Florida.

14. STTI is a group of mostly local fishing boat captains and local fishing guides operating in and around Boca Grande, Florida. STTI was formed in 2012 (Exhibit 1) and one of

its stated main goals is to bring about the end of the PITS in Boca Grande, Florida. (Exhibit 2)

15. STTI raised tens of thousands of dollars for its stated purpose of bringing financial pressure on PITS' sponsors and achieving its main goal of bringing about the end of the PITS in Boca Grande, Florida. (Exhibit 3)

16. McLaughlin is the Chairman of STTI. (Exhibits 1, 2 & 4)

17. McLaughlin makes his living as a fishing boat captain and local fishing guide operating in and around Boca Grande, Florida.

18. McLaughlin owns Another Keeper Charters, LLC, founded in 2008 (Exhibit 5) and advertises fishing services on his company's website. (Exhibit 6)

19. McLaughlin was quoted in an article linked to STTI's webpage (Exhibit 7) in the March/April 2013 edition of Florida Sport Fishing speaking about PITS:

"For the most part, tournament teams are from out of town, which means revenue amongst the community is being lost and the local economy suffers. Money used to be spent with local guides is now going into the hand of outsiders."

20. Davis is the Vice Chairman of STTI. (Exhibits 1, 2 & 8)

21. Davis makes his living as a fishing boat captain and local fishing guide operating in and around Boca Grande, Florida.

22. Frohlich is a Director of STTI. (Exhibits 1 & 2)

23. Frohlich makes his living as a fishing boat captain and local fishing guide operating in and around Boca Grande, Florida. (Exhibit 9)

24. Morris and Frohlich own Beyond Borders Outfitters, LLC, founded in 2006 (Exhibit 10) and advertise fishing services on their company's website. Pictures contained on Beyond Borders Outfitters, LLC's website show tarpon being handled and photographed in the boat out of the water. (Exhibit 11)

25. Morris is a Director of STTI. (Exhibits 1 & 2)

26. Morris makes his living as a fishing boat captain and local fishing guide operating in and around Boca Grande, Florida. (Exhibits 10 & 12)

27. Locke is a Director of STTI. (Exhibits 1 & 2)

28. Locke makes his living as a fishing boat captain and local fishing guide operating in and around Boca Grande, Florida. Locke also works as a game guide for hunting waterfowl and gator. (Exhibit 13)

29. Locke owns Tommy Locke Outdoors, Inc., founded in 2006. (Exhibit 14)

30. Hirsch is a Director of STTI. (Exhibits 1 & 2)

31. Hirsch has described Locke as his mentor. (Exhibit 15)

32 Hirsch published a story in the Boca Beacon on November 18, 2011, in which he made the following factual statements with no first-hand knowledge, scientific study or evidence of the truth of statements:

- a. "The horrible PTTS fishing techniques and behaviors are destroying the Boca Grande fishery. PTTS is turning a wonderful natural resource (a public resource) into a very private profit-oriented threat to the fishery."
- b. "Tarpon are dying because of PTTS techniques."
- c. "Boca Grande's history was, and to a smaller extent today, is centered around a much more sporting and traditional tarpon fishery ... not a money-grubbing, fish-killing, crowd that likes to play bumper cars in the Pass and screams with joy when a shark hits a hooked tarpon, or even chums up these sharks prior to the events, or delights in a low-skill/high-kill technique. The rules the PTTS follow are not changing with the times, they are greedily smashing a world-famous tradition and ruining this

fishery."

d. "This PTTS group doesn't spend much money

locally." (Exhibit 16)

33. Hirsch's contact electronic mail address listed by the Boca Beacon on November 18, 2011 is savethetarpon@gmail.com. (Exhibit 16)

34. Futch is a Director of STTI. (Exhibit 2)

35. Futch makes his living as a fishing boat captain, sea plane captain and local fishing guide operating in and around Boca Grande, Florida. (Exhibits 17 & 18)

36. Futch owns Air Sitarah, Inc., founded in 1995. (Exhibit 19)

37. STTI directly advertises the fishing boat captain and fishing guide services of McLaughlin, Davis, Morris, and William "Sandy" Melvin ("Melvin"), with links to individual webpages on STTI's website for each individual including a short biography, links to outside websites and services offered. (Exhibits 4, 8, 12,20 & 21)

38. On STTI's website it indicates that Melvin owns Gasparilla Outfitters and lists Melvin's available services. (Exhibit 21)

39. Melvin owns Gasparilla Outfitters, Inc., founded in 2007. (Exhibit 22)

40. Gasparilla Outfitters, Inc. promotes, advertises, conducts and holds a number of tarpon fishing tournaments in Boca Grande, Florida every year, including the Howl at the Moon, Howl at the Moon-Ladies Night Out, Gasparilla Kids Classic and the Gasparilla Island Fly-Fishing tournaments. (Exhibits 23, 24, 25 & 26)

41. Melvin stated in a promotion for one of his tournaments that "[tarpon season has been so good the past few years." (Exhibit 24)

42. Gasparilla Outfitters, Inc. directly advertises the fishing boat captain and fishing guide services of Davis and Locke, along with Melvin. (Exhibits 27, 28 & 29)

43. Boca Grande Fishing Guide Association, Inc. ("BGFGA") is Florida Non-Profit Corporation founded in 1995 of which Futch is the Secretary and Davis is a Director. (Exhibits 30&31)

44. BGFGA endorses five different tarpon fishing tournaments in Boca Grande, Florida, including Gasparilla Outfitters, Inc.'s Howl at the Moon, Howl at the Moon-Ladies Night Out, Gasparilla Kids Classic and the Boca Grande Area Chamber of Commerce's ("BG Chamber") World's Richest Tarpon Tournament and Ladies' Day Tournament. (Exhibit 32)

45. BG Chamber's website lists Hastings as its Executive Director. (Exhibit 33)

46. Hastings is STTFs Executive Director. (Exhibit 57)

47. BG Chamber's website lists McLaughlin and Melvin as member fishing guides. (Exhibit 34)

48. BG Chamber's website lists Hastings and Melvin as points of contact for separate fishing tournaments. (Exhibit 34)

49. BG Chamber's World's Richest Tarpon Tournament issued a digital magazine promoting the tournament and selected pages are attached. (Exhibit 35)

50. The World's Richest Tarpon Tournament's promotes its numerous sponsors, including but not limited to Budweiser, Guy Harvey Ocean Foundation, Guy Harvey, Marine Max, Best Buy and Panama Jack. (Exhibit 35)

51. World's Richest Tarpon Tournament's website listed prize money of tens of thousands of dollars given away during the 2012 edition of the tournament. (Exhibit 36)

52. STTI's website posted a picture of McLaughlin and Hastings at a function together. (Exhibit 37)

53. In Guy Harvey Magazine on April 4, 2013, a story ran regarding the competition between PTTS and the World's Richest Tarpon Tournament. Dr. Aaron Adams with Mote

Marine Laboratory stated "[t]here's no science to support either side of the issue" when speaking about alleged mortality differences between jig and live bait fishing. (Exhibit 38)

54. The Guy Harvey Magazine April 4, 2013 story also announced PITS had decided to "stop weighing [tarpon] and use measurements and formulas to calculate [the] tarpon's weight." (Exhibit 38)

55. On April 17, 2013, Frohlich, Futch, McLaughlin and Hastings, along with others flew together in two small planes to Tallahassee to lobby the Florida Fish and Wildlife Conservation Commission ("FWC") to pursue legislation to ban jig fishing in Boca Grande. (Exhibit 39)

56. The FWC in a study conducted from 2002 through 2004 concluded that there was no significant mortality difference found in tarpon being fished with a jig as compared to tarpon being fished with live bait. (Exhibit 40)

57. In the Tampa Bay Times on March 28, 2013, FWC spokeswoman Amanda Nalley was quoted as stating that tarpon are not in "biological jeopardy" and that few tarpon are killed each year in Florida. (Exhibit 41)

58. In the Boca Beacon on June 8, 2012, Dr. Aaron Adams with Mote Marine Laboratory stated "the harvest of tarpon in Florida - whether by individual anglers or by tournaments - has declined to nearly zero in recent years." (Exhibit 42)

59. The Mote Marine Laboratory's website speaks more to the dwindling Florida tarpon mangrove habitat as a reason for tarpon population drop and a point of concern than to fishing practices. (Exhibit 43)

60. STTI members McLaughlin and Morris spoke at a recent Bokeelia Boat Club meeting on April 17, 2013, and were quoted as stating:

- a. that tarpon during the PTTS "are literally being driven from the [Boca

Grande] pass;

- b. at the PITS "every fish is dragged for at least a half a mile out of the water before it is put on a scale to be weighed;"
- c. at the PTTS "[o]nce the tarpon is weighed ... it is put back in the water" and unfortunately many "drift to shore dead;"
- d. "Every Monday morning after the two-day event, there will be dead tarpon at Cayo Costa and Boca Grande;" and
- e. the PTTS "is threatening the very existence for the spawning population of the fish."

(Exhibit 58)

61. PTTS lost and continues to lose numerous sponsors, customers and prospective customers due to the concerted actions of the Defendants, and has suffered a loss of annual revenue of over half a million dollars.

62. PTTS has contracts with its present and past sponsors and customers.

63. Defendants knew/know or should have knew/known that PTTS has/had contracts with its present/past sponsors and customers.

64. STTI sends threatening letters and uses coercive tactics to get business sponsors to back out of their relationship with PTTS. The letters to PTTS sponsors threaten boycotts and ask the PTTS sponsors to contact Futch, the Secretary of the BCFGGA which endorses other local tournaments. (Exhibit 44)

65. STTI sends letters to PTTS sponsors and tells them PTTS is practicing "highly destructive fishing and handling techniques" while pointing to no scientific study regarding these self-serving statements. (Exhibit 44)

66. STTI continuously publishes and updates a boycott list of all current PTTS'

sponsors on its website (Exhibit 45), while continuing to advertise the Individual Defendants' businesses.

67. On behalf of STTI, STTI Director Norman Cannella (a Florida licensed n attorney) sent a threat letter to PTTS' sponsor Yamaha (which was also posted on STTI's website) stating that the PTTS tournament was monitored by the FWC. The letter alluded that the FWC would not intervene with implied illegal fishing techniques because it was to "dangerous" to intervene. Mr. Cannella went on to state that the continuation of the PTTS would lead to "no more tarpon in Boca Grande" when there is no scientific research or evidence that would support this statement. (Exhibit 46) A subsidiary of Yamaha subsequently pulled its sponsorship of PTTS.

68. STTI often posts on its website when its systematic threats lead to the loss of a sponsor by PTTS, including but not limited to Patterson Freight Systems, Inc., Miller's Ale House, Yamaha Corporation (Skeeter Boats), Farlow's On the Water, Tires Plus Total Car Care and Costa Del Mar Sunglasses. (Exhibits 47, 48, 49, 50, 51 & 52)

69. STTI states that its systemic attack of PTTS' sponsors is "an attack on the revenue stream of those profiting from the destruction of a natural resource" but STTI fails to mention that most of its operating members are competitors of the PTTS who make their living as fishing guides. (Exhibit 53)

70. STTI advertises guide and fishing services for its own members who make a profit when business is funneled away from the competitors boycotted at the behest of STTI.

71. PTTS received multiple letters from its sponsors who felt that they were forced to stop sponsoring PTTS because of STTI's negative publicity campaign on the internet and because they feared "retaliation" from STTI. (Exhibits 54 & 55)

72. PTTS agreed to stop the practice of gaff, drag and weighing of tarpon in Boca

Grande, and additionally agreed to allow STTI to monitor hook placement during the PTTS, but STTI continues its economic campaign against PTTS for no apparent reason other than the economic advantage of its members. (Exhibit 56)

73. McLaughlin in an STTI posting from September 10, 2012, admits that STTI is not sure if anything PTTS is doing is "altering the habits of the fish." (Exhibit 56)

74. PTTS has been required to retain the law firm of Feldman Morgado, PA to represent it in this action and has obligated itself to pay the firm a reasonable fee for its services.

COUNT I - TORTIOUS INTERFERENCE WITH CONTRACT AGAINST  
DEFENDANTS - INJUNCTIVE RELIEF AND DAMAGES

75. PTTS incorporates by reference, and as if fully restated herein, the allegations in Paragraphs 1-74 of the Complaint.

76. This is an action for damages against Defendants for tortious interference with contracts between PTTS and its sponsors.

77. PTTS entered into multiple agreements with various sponsors and Defendants had knowledge of those agreements.

78. Without justification or privilege, Defendants intentionally interfered with and procured the breach of agreements by multiple sponsors, and continues to attempt to influence more sponsors to breach their agreements with PTTS, by threatening to continue to slander the reputation of PTTS' sponsors and engaging in economic boycotts based on unsubstantiated claims made by STTI.

79. Defendants have interfered with PTTS sponsors to help gain an unfair advantage in efforts to offer competing fishing and guide services to those who participate in the PTTS, and to directly and/or indirectly solicit PTTS tournament participants to participate in Defendant endorsed tournaments.

80. As a result of the actions of Defendants, PTTS has been damaged in its contracts

with its sponsors, including in regard to its business opportunities, profits, customer good will, and reputation with its sponsors and other compensatory damages WHEREFORE, PTTS respectfully requests that this Court:

- a. Enjoin Defendants from continuing to interfere with PTTS' business contracts with their sponsors;
- b. Enter judgment in favor of PTTS and against Defendants;
- c. Award PTTS damages;
- d. Award PTTS its costs incurred in prosecuting this action;
- e. Award PTTS prejudgment interest; and
- f. Grant such other and further relief as this Court deems just and proper.

**COUNT II - TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS  
AGAINST DEFENDANTS - INJUNCTIVE RELIEF AND DAMAGES**

81. PTTS incorporates by reference, and as if fully restated herein, the allegations in Paragraphs 1-74 of the Complaint.

82. This is an action for damages against Defendants for tortious interference with business relationships between PTTS and its sponsors, customers and prospective customers.

83. PTTS has advantageous business relationships with many of its sponsors, customers and prospective customers in regards to holding, promoting and televising the PTTS yearly in Boca Grande, Florida.

84. Defendants had knowledge of these advantageous business relationships.

85. Without justification or privilege, Defendants intentionally interfered with the advantageous business relationships with multiple sponsors, customers and prospective customers of PTTS in an attempt to bring about the cessation of PTTS' business completely, by engaging in a concerted economic campaign of boycotts and slander against PTTS, its sponsors and customers.



86. Defendants have interfered with PTTS sponsors, customers and prospective customers to help gain an unfair advantage in their efforts to offer competing fishing and guide services to those who participate in the PTTS, and to directly and/or indirectly solicit PTTS tournament participants to participate in Defendant endorsed tournaments.

87. As a result of the actions of Defendants, PTTS has been damaged in its relationships with its sponsors, customers and prospective customers, including in regard to its business opportunities, profits, customer good will, and reputation with its sponsors, customers and potential customers, and other compensatory damages

WHEREFORE, PTTS respectfully requests that this Court:

- a. Enjoin Defendants from continuing to interfere with PTTS' business relations with their sponsors, customers and prospective customers;
- b. Enter judgment in favor of PTTS and against Defendants;
- c. Award PTTS damages;
- d. Award PTTS its costs incurred in prosecuting this action;
- e. Award PTTS prejudgment interest; and
- f. Grant such other and further relief as this Court deems just and proper.

**COUNT III - CIVIL CONSPIRACY**  
**AGAINST INDIVIDUAL DEFENDANTS**  
**INJUNCTIVE RELIEF AND DAMAGES**

88. PTTS incorporates by reference, and as if fully restated herein, the allegations in Paragraphs 1-74 of the Complaint.

89. This is an action against Individual Defendants for civil conspiracy.

90. The Individual Defendants agreed and conspired to, among other things, the creation of a Florida non-profit corporation STTI for the purpose of intentionally interfering with PTTS' business relationships and contracts through an organized campaign of deceptive slander

and intimidation of PTTS, its sponsors and its customers, while operating competing businesses that were advertised on STTI's non-profit corporate website.

91. In furtherance of the conspiracy set forth above, the Individual Defendants committed the overt acts alleged above.

92. Individual Defendants' wrongful conduct was done with their knowledge of PTTS' interests and with intent to deprive PTTS of those interests.

93. As a result of the actions undertaken by Individual Defendants as part of the conspiracy, PTTS has suffered a loss of competitive advantage and actual damages and is further entitled to recover such actual damages as may be provable upon the trial of this case.

94. As a result of the acts undertaken as part of the conspiracy, PTTS has suffered irreparable harm for which monetary damages are inadequate and can only be remedied through injunctive relief.

95. Individual Defendants' actions undertaken pursuant to the conspiracy demonstrate willful misconduct, malice, wantonness, or an entire want of care, which raises the presumption of conscious indifference to consequences, and such actions were done with the specific intent to cause harm to PTTS as stated by Defendants, entitling PTTS to an award of punitive damages, in order to penalize, punish, and deter Individual Defendants from continuing or repeating their unlawful conduct.

WHEREFORE, PTTS respectfully requests that this Court:

- a. Enjoin Defendants from continuing to interfere with PTTS' business relations with their sponsors, customers and prospective customers;
- b. Enter judgment in favor of PTTS and against Defendants;
- c. Award PTTS damages;
- d. Award PTTS its costs incurred in prosecuting this action;

- e. Award PTTS prejudgment interest;
- f. Award punitive damages; and
- g. Grant such other and further relief as this Court deems just and proper.

**COUNT IV - DEFAMATION - AGAINST DEFENDANTS**  
**INJUNCTIVE RELIEF AND DAMAGES**

96. PTTS incorporates by reference, and as if fully restated herein, the allegations in Paragraphs 1-74 of the Complaint.

97. Defendants have made and continue to make false and defamatory statements concerning PTTS as outlined above.

98. Defendants' statements regarding PTTS are not privileged and the statements have been and are being sent to PTTS sponsors, published on STTI's website and repeated to numerous third parties.

99. Defendants' statements as alleged above, demonstrate negligence, willful misconduct, malice, wantonness, or an entire want of care, which raises the presumption of conscious indifference to consequences, and such actions were done with the specific intent to cause harm to PTTS, entitling PTTS to an award of punitive damages, in order to penalize, punish and deter Defendants from continuing or repeating their unlawful conduct.

100. As a direct and proximate result of Defendants' unprivileged statements to third parties, PTTS has sustained actual damages and will continue to accrue and sustain such damage in the future on an ongoing and continuing basis.

WHEREFORE, PTTS respectfully requests that this Court:

- a. Enjoin Defendants from continuing to make false statements about PTTS regarding PTTS' business and its relations with sponsors, customers and prospective customers;
- b. Enter judgment in favor of PTTS and against Defendants;



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## Detail by Entity Name

### Florida Non Profit Corporation

SAVE THE TARPON,

INC. [Filing Information](#)

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<b>Principal Address</b>	NONE

8018BAYPOINTEDRIVE  
ENGLEWOOD, FL 34224

#### Mailing Address

8018BAYPOINTEDRIVE  
ENGLEWOOD, FL 34224

#### Registered Agent Name & Address

MCLAUGLIN, THOMAS M  
8018BAYPOINTEDRIVE  
ENGLEWOOD, FL 34224

#### Officer/Director

##### Detail Name & Address

Title C

MCLAUGHLIN, THOMAS M  
8018BAYPOINTEDRIVE  
ENGLEWOOD, FL 34224

Title VC

DAVIS, FRANK 370  
ANCHOR ROW CAPE  
HAZE, FL 33946**EXHIBIT**

Title D

FROHLICH, CHRIS 6500  
RIVERSIDE DR PUNTA  
GORDA, FL 33982

Title D

HIRSCH, RICHARD 25  
WEST 68TH ST NEW  
YORK, NY 10023

Title D

MORRIS, RHETT 9009  
STRASSE BLVD PUNTA  
GORDA, FL 33950

Title D

LOCKE, WALTON TJR  
255 WHEELER ST. PO BOX 573  
BOCA GRANDE, FL 33921

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

07/30/2012 -- Articles of Correction      View image in PDF format

07/03/2012 - Domestic Non-Profit      View image in PDF format

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