

IN THE SUPERIOR COURT
OF THE DISTRICT OF COLUMBIA

_____)	
TS MEDIA, INC.,)	
TAVIS SMILEY PRESENTS, INC., and)	
THE SMILEY GROUP, INC.,)	
4434 Crenshaw Boulevard)	
Los Angeles, CA 90043)	
)	
Plaintiffs)	
v.)	Case No.
)	
PUBLIC BROADCASTING SERVICE,)	JURY TRIAL DEMAND
a District of Columbia corporation,)	
2100 Crystal Drive)	
Arlington, VA 22202)	
)	
Defendant.)	
_____)	

COMPLAINT

Plaintiffs TS Media, Inc., Tavis Smiley Presents, Inc., and The Smiley Group, Inc. allege as follows:

Statement of the Case

1. This is an action by Plaintiffs TS Media, Inc. (“TSM”), Tavis Smiley Presents, Inc. (“TSP”) and The Smiley Group, Inc. (“TSG”) (TSM, TSP and TSG are collectively referred to as “Plaintiffs”) against Defendant Public Broadcasting Service (“PBS”). For fourteen years, TSM and PBS were in business together. TSM created the television show *Tavis Smiley*. TSM’s president and owner, Tavis Smiley, is the first African American to simultaneously have shows airing on public television and public radio. For many years, *Tavis Smiley* was the only daily national talk show on public television featuring a person of color as the host. To date, Tavis Smiley is the only person of color to have served as the solo host of a daily national show in the history of PBS.

2. Tavis Smiley was born in Gulfport, Mississippi and was raised with nine other children in Indiana. Mr. Smiley was the first in his family to attend college, graduating from Indiana University. After working in city government in Los Angeles for several years, Mr. Smiley began a broadcasting career and has become a best-selling author, radio host, television host and promoter of events focused on diversity, inclusion, and other humanitarian causes.

3. While PBS helped to distribute *Tavis Smiley* beginning in 2003, it offered very little financial support for the program. TSM was responsible for the entirety of the work in creating over 250 episodes of the nightly program each year. PBS provided less than 20% of the funds for its annual budget – requiring TSM to find sponsors for the other 80%. In order to make ends meet, Mr. Smiley rarely took a fee for the many credits he had on the show (*i.e.*, managing editor, writer, and host). Instead, Mr. Smiley only received pay for the lowest compensated credit. Despite the show's low profitability for him personally, Mr. Smiley and TSM did what was necessary to ensure the show's quality as it was the only daily show on public television with a host of color and, unlike others in public television, Mr. Smiley focused on issues impacting persons of color, women and children, and the poor. This was and is Mr. Smiley's mission.

4. Because PBS provided such a small part of the funding for *Tavis Smiley*, the relationship between PBS and TSM was almost always tense. Unlike many hosts on PBS shows whose shows received significantly more support from PBS, Mr. Smiley did not spend time hawking PBS-related merchandise or otherwise assisting with pledge drives. Mr. Smiley was willing to do such tasks if PBS and its affiliates would help promote the mission and objectives of *Tavis Smiley* throughout the PBS network. PBS, however, refused to do so and, over the years, the tension, if not hostility, between the parties intensified. Furthermore, all of the

personnel at PBS originally responsible for the initial distribution of *Tavis Smiley* have since left PBS, leaving Mr. Smiley without any genuine relationship with PBS management.

5. Moreover, over the years, PBS has acted in a racially hostile manner. For example, PBS harassed Mr. Smiley about inviting controversial African American figures on to his show. However, when Mr. Smiley brought equally controversial (if not more so) white figures, PBS remained silent. This was not an isolated incident but happened multiple times during the fourteen years PBS and TSM were in business together.

6. After receiving an allegation that Mr. Smiley had engaged in some type of unidentified misconduct, PBS asked its legal counsel to perform an “investigation” that would show Mr. Smiley had engaged in misconduct. The “investigation,” however, was poorly executed and incomplete. Based on this incomplete, trumped-up investigation, and in violation of the implied covenant of good faith and fair dealing, PBS decided to use a technical provision in its contract with TSM to stop distributing *Tavis Smiley* – the only nightly television show featuring a person of color as the host. With the relationship already having deteriorated, this allegation gave PBS executives a pretext to finally rid themselves of Mr. Smiley who was not the “team player” type of African American personality PBS preferred to have hosting a nightly national news and public affairs program.

7. Since PBS was using the allegations as a pretext to end its relationship with Mr. Smiley, its investigation was biased and littered with poor planning and analysis. Indeed, PBS planned to complete its so-called investigation without providing TSM and Mr. Smiley any semblance of even minimal due process. In violation of norms and procedures for conducting workplace investigations, PBS was prepared to make its decision to suspend distribution of the show without interviewing Mr. Smiley and providing him with an opportunity to respond to

specific allegations; without reviewing the personnel files of any so-called accuser to determine if there might be some ulterior motive for the allegations; and without meeting with any current TSM employees.

8. Only after TSM protested the total lack of due process in PBS's counsel's supposed investigation – and the fact that this information would be told to the public – did PBS agree to interview Mr. Smiley. At that interview, PBS refused to provide the substance of the allegations or the names of the accusers and such information is unknown to Mr. Smiley and TSM as of the date of this Complaint. Indeed, the entire interview was a sham so PBS's counsel could publicly state that they, in fact, interviewed Mr. Smiley prior to making the decision to discontinue the show. In fact, PBS had no intention of providing Mr. Smiley with an opportunity to defend himself because it had already decided that this allegation provided a perfect opportunity to rid itself of its tense relationship with TSM and Mr. Smiley.

9. Predictably, shortly after the interview, PBS notified TSM that it was suspending distribution of *Tavis Smiley*.

10. Less than twenty minutes after PBS notified TSM it was no longer going to distribute *Tavis Smiley*, the publication *Variety* published an online story discussing PBS's investigation, describing comments from PBS's investigators and stating that PBS had decided to not distribute *Tavis Smiley* based on “multiple credible” claims that Mr. Smiley engaged in misconduct. The only fact that explains how *Variety* was able to produce a detailed story in twenty minutes is that PBS made its decision to suspend the distribution of *Tavis Smiley*, and leaked its “investigation” and decision to *Variety*, *significantly* prior to the sham interview with Mr. Smiley. Despite its long-term relationship with its only African American host, PBS chose to

tell *Variety* that it had decided to suspend the show before telling its fourteen year business partner, TSM.

11. PBS's precipitous conduct towards TSM has resulted in TSM laying off 20 employees, has slandered Mr. Smiley's reputation, and amounts to a breach of the implied covenant of good faith and fair dealing in the TSM-PBS agreements and the effective termination of such agreements, and has caused multiple millions of dollars in damages to TSM.

Parties

12. TSM is a corporation organized under the laws of the State of California with its principal place of business in Los Angeles, California.

13. TSP is a corporation organized under the laws of the State of California with its principal place of business in Los Angeles, California.

14. TSG is a corporation organized under the laws of the State of California with its principal place of business in Los Angeles, California.

15. TSM, TSP and TSG are corporations owned by Tavis Smiley, have the same employees and are sister companies, which are used by Mr. Smiley for different purposes. TSM is a media company; TSP presents live performances; and TSG works in all areas of Mr. Smiley's business. PBS was well aware that Mr. Smiley used the companies interchangeably depending on the nature of any specific deal. PBS understood that each company had identical ownership and employees and that each company was used to cross-promote Mr. Smiley's work.

16. Plaintiffs are informed and believe, and on that basis allege, that PBS is a corporation organized under the laws of the District of Columbia with its principal place of business in Arlington, Virginia.

Jurisdiction and Venue

17. Jurisdiction is proper in this Court under D.C. Code § 11-921.

General Allegations

A. Tavis Smiley

18. Tavis Smiley received an undergraduate degree from Indiana University in Bloomington, Indiana. He then moved to Los Angeles in 1987 to work as an aide to the late Los Angeles Mayor Tom Bradley. In 1991, Mr. Smiley began offering political commentary on radio shows in Los Angeles. Mr. Smiley developed his commentary and eventually developed his own radio show, *The Tavis Smiley Show*, which was distributed nationally, initially by National Public Radio (NPR) and, more recently, by Public Radio International (PRI). Mr. Smiley later developed and hosted a national late-night television show, *Tavis Smiley*, on PBS.

19. Mr. Smiley is also an accomplished author. He has edited, authored or co-authored 22 books, including *The Covenant with Black America* and *Death of a King: The Real Story of Dr. Martin Luther King Jr.'s Final Year*. Mr. Smiley and his companies have created a variety of live events including *State of the Black Union*. He is the recipient of almost 20 honorary doctorate degrees.

20. Mr. Smiley has never shied away from controversy. For example, for many years, Mr. Smiley was one of the few progressive voices that expressed both support for and criticism of former President Barack Obama. Many persons in the African American community and other communities felt Mr. Smiley should not express such opinions concerning the nation's first African American president. But this criticism – including from within PBS – did not stop Mr. Smiley from taking principled positions which he believed in.

21. Mr. Smiley is now one of America's most well-known and respected media personalities. He has interviewed and worked with many of the top entertainment and political personalities in the United States and around the world.

B. PBS and its Relationship with TSM

22. PBS is funded by a variety of sources including viewer contributions and the Corporation for Public Broadcasting which has, as its mandate, *inter alia*, the creation and distribution of television programming for children and for disadvantaged and minority communities. While PBS has done a remarkable job with children's programming, it has been woefully inadequate in creating programming with hosts who reflect minorities in this country. Indeed, the vast majority of PBS's daily featured personalities have been white males, which is far from reflecting the face of America. The primary exception has been PBS's agreement with TSM.

23. In 2002, TSM and PBS entered into a distribution agreement for the television show *Tavis Smiley*. Under the terms of the agreement, PBS provided TSM with less than 20% of the funding needed to create and produce the show. TSM was required to raise the vast majority of the funding for the show itself. PBS steadfastly refused to increase its funding for the show.

24. PBS requested that Mr. Smiley assist with its promotional campaigns but Mr. Smiley refused to do so for the reasons stated above. While Mr. Smiley was never obligated to assist with PBS's promotional campaigns, his refusal to do so was a source of tension and anger with PBS executives. Unlike other hosts and producers within the network with whom PBS actively interacted, PBS's officials did nothing to cultivate its relationship with Mr. Smiley or TSM and barely ever spoke with him or his team on anything other than technical issues concerning the airing of the show. Indeed, Plaintiffs are informed and believe and, on that basis

allege, that all of the personnel actually responsible for putting *Tavis Smiley* on PBS initially have left PBS.

25. PBS has been hostile to the editorial content of *Tavis Smiley*. Mr. Smiley has focused his show on a variety of issues, but, in particular, on issues that matter to persons of color and the need for dialog and conversation about such values. PBS, however, has presented complaints and hassled Mr. Smiley when he had African American guests who espoused controversial positions, and effectively tried to stop any such guests from appearing. By contrast, PBS never raised editorial issues or hassled Mr. Smiley when he had white guests who espoused equally controversial positions (if not even more controversial).

26. Despite PBS's minimal assistance over the years, *Tavis Smiley* has been a big success for PBS and, for fourteen years, it was the only daily national talk program on PBS featuring an African American host. Each year in November, TSM and PBS entered into a new agreement for the following year. In November 2016, PBS and TSM entered into agreement to cover the 2017 season. TSM performed all of its obligations under that agreement and provided programming for the entire year. PBS, however, has refused to pay TSM the final \$100,000 payment for that completed season which is now due and owing to TSM.

27. In November 2017, TSM and PBS entered into a written agreement for the season that was expected to commence in 2018.

C. Sexual Harassment and the #metoo Movement in America

28. While sexual harassment in the workplace has been an issue for centuries, beginning in approximately October 2017, sexual harassment in the workplace became a major topic of conversation throughout the United States. Many famous and successful men have rightfully been outed for their improper, and in many cases, criminal behavior. Hosts on network

television including Fox, NBC and CBS voluntarily left their jobs in scandal as a result of allegations against them concerning sexual harassment. According to news reports, in some cases, the alleged harassment happened years ago while in other cases it appears to be ongoing.

29. Tavis Smiley, at times, has taken controversial positions. Some of those controversial positions have subjected Mr. Smiley to criticism including criticism from PBS executives. Other persons, including a former senior producer of *Tavis Smiley*, have made scurrilous allegations against him. For example, in February 2017, Mr. Smiley's former senior producer published an article ("February Article") in the *New York Observer*, a publication owned by the son-in-law of the President of the United States, accusing Mr. Smiley of misconduct in the work place, misogyny and asserting that employees were required to have sexual relations with Mr. Smiley to move up in the company. These allegations were entirely untrue and unsubstantiated and no other major news media outlet picked up this story.

30. Mr. Smiley promptly informed senior officers at PBS of the February Article. PBS, however, did not conduct any type of investigation related to the allegations in the article. Despite the fact that the author of the article was formerly a senior-level TSM employee and Mr. Smiley himself brought the article to PBS's attention, PBS did nothing. Ironically, almost a year later, these allegations appear to be the identical allegations that PBS claims were the basis for its suspension.

31. Instead, because *Tavis Smiley* was its only show hosted by a person of color and was successful, PBS reluctantly continued working with TSM and, in the fall of 2017, began negotiations for the 15th Season of *Tavis Smiley* which was set to begin in January 2018. Notwithstanding the February Article, on November 17, 2017, PBS and TSM entered into a distribution agreement for the 2018 season. Under the terms of the Agreement, PBS was

required to make its first payment within ten days of entering into the Agreement. PBS has failed and refused to make the payment.

D. PBS's Purported Investigation into Allegations Concerning Tavis Smiley's Misconduct

32. Plaintiffs are informed and believe and, on that basis allege, that PBS had knowledge of allegations concerning Mr. Smiley's purported misconduct dating back to at least February 2017, by reason of the February Article. Moreover, Mr. Smiley has always been transparent about past errors of judgment and confessed in his book, *Fail Up*, about the time he berated an employee beyond that which should be acceptable in the workplace. Mr. Smiley has never shied away from addressing criticism or allegations of misconduct. However, Mr. Smiley categorically denies ever engaging in sexual harassment.

33. Plaintiffs are informed and believe and, on that basis allege, that in November 2017, prior to, or at about the time it entered into its most recent agreement with TSM, PBS received an anonymous phone call by a person who claimed to have previously worked for TSM. That person made claims that Mr. Smiley engaged in some sort of misconduct. Despite TSM's requests, PBS has refused to identify who the caller was, what position (if any) the person held within TSM, when the person claimed to have worked at TSM, or any other particulars about the alleged call.

34. Plaintiffs are informed and believe, and on that basis allege, that at the time PBS received the call, it was already embarrassed at its own failures to deal with sexual harassment in relation to its most popular white host who was investigated by another network, and now embarrassingly, had entered into a new contract with Mr. Smiley. PBS saw this allegation, whether true or false, as a pretext to end its relationship with TSM and its hostile relationship with Mr. Smiley.

35. Rather than consult with anyone at TSM or hire an independent third-party investigation company, PBS instead asked its law firm to conduct an “investigation” designed to “find” a reason for PBS to terminate its relationship with TSM and Mr. Smiley. Plaintiffs are informed and believe and, on that basis allege, that PBS instructed its law firm to find cause to suspend or terminate its agreement with TSM irrespective of the actual facts.

36. Plaintiffs are informed and believe and, on that basis allege, PBS decided to show its previously-lacking “commitment” to women’s rights by publicly shaming Mr. Smiley based on the flimsiest of allegations.

37. PBS had preordained the result of its law firm’s inquiry and had planned to break its November 2017 contract with TSM, and to not only terminate the relationship, but to get back at Mr. Smiley and effectively destroy him. Then, despite the fact that monies under the November 2017 Agreement were due and owing, PBS refused to make the required payment. After TSM demanded payment under the Agreement to cover costs and expenses incurred as a result of the November 2017 Agreement having been signed, PBS claimed that there was an ongoing investigation – though no provision of the November 2017 agreement allowed PBS to refuse to make payments based on the pendency of some unidentified investigation. This refusal had catastrophic economic consequences for TSM and Mr. Smiley, and PBS was well aware that these consequences would occur.

38. PBS’s pretextual attorney inquiry was a sham and not undertaken in good faith. In an effort to “prove” that there were valid claims against Mr. Smiley, PBS’s attorneys simply accepted comments made by persons who claimed to have a relationship with TSM. PBS never confirmed the persons they were speaking with were, in fact, ever employed by TSM; never reviewed any of the supposed former employee’s personnel files; and did nothing to determine if

the accusers had a bias or an ulterior motive for making false allegations against Mr. Smiley. All of this conduct violates fundamental practices responsible workplace investigators follow when conducting this type of investigation.

39. On December 12, 2017, PBS's attorneys informed TSM's counsel that PBS intended to exercise its option under paragraph 9.1 of the November 2017 Agreement to not distribute the *Tavis Smiley* show. PBS's counsel claimed that the decision was made in response to the investigation. TSM's counsel questioned the validity of the investigation and PBS's failure to provide any due process to TSM or Mr. Smiley, including, but not limited to:

- PBS's failure to interview any current TSM employees;
- PBS's failure to provide TSM with either the names of the alleged accusers or the allegations that were being made by the accusers;
- PBS's failure to seek any records or documents from TSM that might show any witness's bias or ulterior motives for making false allegations; and
- PBS's complete failure to provide Mr. Smiley with the opportunity to respond to the allegations.

During the meeting, TSM's counsel also made clear to PBS the catastrophic damages PBS would cause to TSM by its rush to judgment concerning Mr. Smiley. Only after realizing the public backlash that would be caused by its poor decision-making process did PBS request an interview of Mr. Smiley. Mr. Smiley and TSM promptly agreed to an interview the next morning.

40. On December 13, 2017, PBS's counsel met with Mr. Smiley at PBS's counsel's office in Los Angeles, California. During the approximately three hours of questioning, in violation of standard and policies and procedures used in workplace investigations, PBS's counsel refused to identify any of the specific allegations against Mr. Smiley or the identity of the accusers (even by position or some other anonymous process). During the meeting, Mr.

Smiley informed PBS's counsel that, during the course of a 30-year career, he had consensual relationships with workplace colleagues. TSM does not have a policy prohibiting such relationships. Mr. Smiley, however, was not responsible for hiring/firing/promotion decisions concerning any of these employees. Plaintiffs are informed and believe and, on that basis allege, that PBS has no policy prohibiting consensual relationships within its third-party producers such as TSM. Mr. Smiley has always denied that he engaged in sexual harassment.

41. Since December 13, 2017, PBS has claimed that it believes that consensual relationships between co-workers, such as those to which Mr. Smiley admitted during the December 13 interview, somehow violate PBS's values. Plaintiffs are informed and believe and, on that basis allege, that PBS has no policy prohibiting consensual relationships within its third-party producers such as TSM.

42. TSM is further informed and believes, and on that basis alleges, that public comments by PBS's counsel and others that consensual relationships are antithetical to PBS's values are false. Plaintiffs are informed and believe and, on that basis allege, that discovery will show that PBS has done business with numerous production companies and other contractors, law firms and other third parties where there were consensual relationships between employees, including relationships between an owner (such as a law firm partner) and subordinate (such as an associate or staff person).

43. Showing that the interview itself was part of a sham "investigation," within hours of the December 13, 2017 interview, PBS's counsel sent a letter to TSM's counsel indicating that PBS had decided to invoke Section 9.1 of the November 2017 agreement and would suspend its distribution of *Tavis Smiley*. Less than 20 minutes after PBS's counsel sent the letter, *Variety* published an article on the Internet claiming to have spoken with PBS. The article, which was

labeled “Exclusive,” stated that the publication was told by sources that the investigation found multiple credible allegations that Mr. Smiley had engaged in consensual relationships with subordinates. Plaintiffs are informed and believe and, on that basis allege, that the “source” for *Variety*’s article was either PBS or an agent of PBS such as its counsel.

44. In addition to its sham investigation of alleged misconduct, PBS has furthered its harassment campaign against TSM by conducting audits into TSM’s books and records. While PBS has certain audit rights under the various agreements, PBS never before exercised those rights during TSM and PBS’s fourteen year relationship. Plaintiffs are informed and believe, and on that basis allege, that PBS is not performing the audits for any valid purpose under the agreements. Instead, PBS is conducting the audits to harass TSM in hopes of finding evidence of misconduct which was not found during the pretextual and slipshod “investigation” its counsel conducted in 2017 and to avoid its payment obligations under the 2016 and 2017 agreements. Plaintiffs are informed and believe, and on that basis allege, that PBS has not conducted similar audits into shows that are created and managed by production companies that are composed of primarily white people. Indeed, Plaintiffs are informed and believe, and on that basis allege, that PBS’s audits are based on the insulting stereotypical premise that an African American owned business will have shoddy accounting records. In fact, TSM’s books and records are professionally maintained and show no misconduct whatsoever.

45. TSM has suffered substantial damages as a direct result of PBS’s breach of contract, including but limited to: money owed for the lease of studio space, the loss of sponsorship monies, payments to employees and a variety of other costs to be proven at trial. The damages are multiple millions of dollars.

**First Claim for Breach of the November 2016 Agreement
(By TSM against PBS)**

46. Plaintiffs repeat and reallege the allegations in paragraphs 1- 45 as though set forth herein.

47. TSM and PBS entered into a written agreement on or about November 10, 2016.

48. TSM has performed all conditions and covenants required of TSM under the terms of the agreement.

49. PBS has breached the agreement by its failure to, *inter alia*, make the last payment of \$100,000 due under the Agreement.

50. TSM has been damaged in an amount to be proven at trial.

**Second Claim for Breach of the November 2017 Agreement
(By TSM against PBS)**

51. Plaintiffs repeat and reallege the allegations in paragraphs 1- 45 as though set forth herein.

52. TSM and PBS entered into a written agreement on or about November 17, 2017.

53. TSM has performed all conditions and covenants required of TSM under the terms of the Agreement except for those conditions and covenants that it was excused from performing due to PBS under the Agreement.

54. PBS has breached the November 17, 2017 Agreement in multiple ways including, but not limited to, the following:

- Failing to make payments required under the terms of the Agreement;
- Breaching the implied covenant of good faith and fair dealing by deciding to exercise its rights under Section 9.1 of the Agreement based on a sham and preordained “investigation” of TSM. Indeed, the alleged “investigation” did not comply with any professional standards concerning investigations in employment; and

- In other ways to be proven at trial.

55. TSM has been damaged in an amount to be proven at trial.

**Third Claim for Intentional Interference With Contract
(By Plaintiffs against PBS)**

56. Plaintiffs repeat and reallege the allegations in paragraphs 1- 55 as though set forth herein.

57. TSM, TSP and TSG are sister companies which work in coordination to cross-promote Mr. Smiley's projects through different types of media outlets. The companies have a single group of employees and identical ownership.

58. Plaintiffs have entered in numerous agreements with third parties, including sponsorship agreements and other agreements designed to assist Plaintiffs and support Mr. Smiley's mission of presenting a wide variety of programming on issues impacting persons of color, women and children, and the poor. For example, and without limitation, Plaintiffs entered into an agreement to produce a live performance tour featuring Tavis Smiley entitled "Death of a King." This was going to be a celebration of the life of Martin Luther King, Jr. and was going to tour the United States in the months leading up to the 50th anniversary of Dr. King's murder.

59. Plaintiffs informed PBS of the various agreements they had with third parties. Indeed, many of these agreements related to ventures that were cross-promoted with *Tavis Smiley*. PBS was aware of these agreements and understood that they would be quite lucrative for Plaintiffs.

60. When PBS announced, on December 13, 2017, that it was suspending distribution of *Tavis Smiley*, it did not simply state that it was exercising the mere right under Section 9 of the agreement, but, instead, was suspending Plaintiffs because of supposed "multiple credible" allegations of sexual misconduct. As detailed above, PBS's claim that it had conducted a proper

“investigation” into those allegations was false. As detailed above, the alleged “investigation” was a preordained sham designed to cover for PBS’s desire to terminate its tense and hostile relationship with Plaintiffs and Mr. Smiley.

61. PBS knew that the intentional announcement falsely claiming it had undertaken a reasonably proper workplace investigation would interfere with numerous contracts Plaintiffs had.

62. Plaintiffs are informed and believe and, on that basis allege, that PBS made its statements with actual or constructive knowledge that they were false or with reckless disregard as to whether they were false.

63. Plaintiffs’ sponsors and business partners terminated their agreements based solely on PBS’s statements.

64. Plaintiffs suffered damages in an amount to be proven at trial which they believe are in the millions of dollars.

65. Plaintiffs are informed and believe, and on that basis allege, that in performing the acts herein alleged, PBS acted with oppression, fraud and malice, or, alternatively, that PBS acted with conscious disregard for Plaintiffs’ rights and that, as a result of PBS’s conduct, TSP is entitled to punitive damages in an amount to be determined at trial in an amount to punish PBS and to deter such conduct in the future.

**Fourth Claim for Tortious Interference with Business Expectancy
(By Plaintiffs against PBS)**

66. Plaintiffs repeat and reallege the allegations in paragraphs 1- 65 as though set forth herein.

67. Plaintiffs were parties in multiple agreements with partners and sponsors which were designed to be beneficial to Plaintiffs.

68. Plaintiffs are informed and believe and, on that basis allege, that PBS had knowledge of their business relationships with partners and sponsors by which they expected to be quite lucrative.

69. PBS intentionally interfered with the Plaintiffs' economic relationship when it informed the press and the public that it had received "multiple credible" allegations of misconduct by Mr. Smiley and that it had conducted an "investigation" into those allegations. As detailed above, the alleged "investigation" was a preordained sham designed to cover for PBS's desire to terminate its tense and hostile relationship with Plaintiffs and to allow PBS appear to be taking issues of sexual harassment seriously.

70. Plaintiffs are informed and believe and, on that basis allege, that PBS made its statements with actual or constructive knowledge that they were false or with reckless disregard as to whether they were false.

71. Plaintiffs have suffered damages in an amount to be proven at trial which they believe are in the multiple millions of dollars.

72. Plaintiffs are informed and believe, and on that basis allege, that in performing the acts herein alleged, PBS acted with oppression, fraud and malice, or, alternatively, that PBS acted with conscious disregard for Plaintiffs' rights and that, as a result of PBS's conduct, TSP is entitled to punitive damages in an amount to be determined at trial in an amount to punish PBS and to deter such conduct in the future.

WHEREFORE, Plaintiffs TSM, TSP and TSG pray for Judgment against PBS as follows:

1. For compensatory damages according to proof;
2. For attorneys' fees and costs;
3. For prejudgment interest;
4. For punitive damages;
5. For costs of suit incurred herein; and
6. For such other and further relief as this Court deems just and proper.

DATED: February 20, 2018

/s/

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DEMAND FOR JURY TRIAL

Plaintiffs TS Media, Inc., Tavis Smiley Presents, Inc. and The Smiley Group, Inc. request trial by jury on all claims properly subject to a jury trial.

DATED: February 20, 2018

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