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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

PHIL MICKELSON, TALOR GOOCH,
HUDSON SWAFFORD, MATT JONES,
BRYSON DECHAMBEAU, ABRAHAM
ANCER, CARLOS ORTIZ, IAN POULTER,
PAT PEREZ, JASON KOKRAK and PETER
UIHLEIN,

CASE NO. 3:22-cv-04486

COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs,

v.

PGA TOUR, INC.,

Defendant.

1 With knowledge as to their own conduct and on information and belief as to all other matters,
2 Plaintiffs Phil Mickelson, Talor Gooch, Hudson Swafford, Matt Jones, Bryson DeChambeau, Abraham
3 Ancer, Carlos Ortiz, Ian Poulter, Pat Perez, Jason Kokrak, and Peter Uihlein allege:

4 INTRODUCTION

5 1. The PGA Tour, Inc. (sometimes “the Tour”) began when Jack Nicklaus, Arnold Palmer,
6 and other elite golfers in the 1960s determined the PGA of America was not compensating them their
7 market value and they split off the Players Tournament Division and formed the Tour, a tax-exempt
8 entity organized ostensibly to “promote the common interests of professional tournament golfers.”
9 From that seemingly laudable origin, the Tour has evolved into an entrenched monopolist with a vice-
10 grip on professional golf. As the Tour’s monopoly power has grown, it has employed its dominance
11 to craft an arsenal of anticompetitive restraints to protect its long-standing monopoly. Now, threatened
12 by the entry of LIV Golf, Inc. (“LIV Golf”), and diametrically opposed to its founding mission, the
13 Tour has ventured to harm the careers and livelihoods of any golfers, including Plaintiffs Phil
14 Mickelson, Talor Gooch, Hudson Swafford, Matt Jones, Bryson DeChambeau, Abraham Ancer, Carlos
15 Ortiz, Ian Poulter, Pat Perez, Jason Kokrak, and Peter Uihlein (“Plaintiffs”), who have the temerity to
16 defy the Tour and play in tournaments sponsored by the new entrant. The Tour has done so in an
17 intentional and relentless effort to crush nascent competition before it threatens the Tour’s monopoly.

18 2. Before LIV Golf’s entry, golfers who sold their services in the elite professional golf
19 services market had no meaningful option but to play on the Tour if they wanted to pursue their
20 profession at the highest levels. This provided the Tour with enormous power over the players,
21 including the ability to force players into restrictive terms that foreclose them from playing in
22 competing events and the ability to suppress player compensation below competitive levels. Members
23 of the Tour receive a substantially lower percentage of the Tour’s revenues than professional athletes
24 in other major sports, even though the Tour is a tax-exempt non-profit corporation and other major
25 sports leagues are for-profit enterprises. This control has also given the Tour the power to impose
26 restrictions on players—who are independent contractors but are denied independence by the Tour—
27 that make it risky and costly for players to affiliate with another promoter and prohibitively difficult
28 for any would-be entrant to challenge the Tour’s monopoly. And, in its response to LIV Golf’s

1 competitive challenge, the Tour has exercised this power by punishing the players to choke off the
2 supply of elite professional golfers—an essential input to LIV Golf’s competitive challenge—and
3 cement its dominance over the sport. The Tour’s monopoly power has also allowed it to preside over
4 the demise of golf itself, by its failure to innovate and broaden the game’s appeal and bring the game
5 into the 21st century.

6 3. As part of its carefully orchestrated plan to defeat competition, the Tour has threatened
7 lifetime bans on players who play in even a single LIV Golf event. It has backed up these threats by
8 imposing unprecedented suspensions on players (including the Plaintiffs) that threaten irreparable harm
9 to the players and their ability to pursue their profession. It has threatened sponsors, vendors, and
10 agents to coerce players to abandon opportunities to play in LIV Golf events. And it has orchestrated
11 a per se unlawful group boycott with the European Tour¹ to deny LIV Golf access to their members.
12 The PGA Tour also has leaned on other entities in the so-called golf “ecosystem,” including certain
13 entities that put on golf’s “Majors,” to do its bidding in its effort to maximize the threats and harm to
14 any golfer who defies the Tour’s monopsonistic requirements and plays in LIV Golf events.

15 4. The Tour’s unlawful strategy has been both harmful to the players and successful in
16 threatening LIV Golf’s otherwise-promising launch. For example, the Tour’s conduct caused LIV Golf
17 to cancel its 2022 business plan to launch its full competing League. LIV Golf was not deterred,
18 however, and it changed its 2022 strategy and launched a smaller version of its concept—the LIV Golf
19 Invitational Series—with no League, no franchises, no broadcast deal, less players, and fewer
20 tournaments. Players (including Plaintiffs) were interested nonetheless. So, in response, the Tour
21 ratcheted up its strategy and doubled-down on its efforts to punish Plaintiffs and to protect its
22 monopoly. The Tour flexed its incumbent monopolistic power, including by (1) enforcing its unlawful
23 player restrictions that deny players (including Plaintiffs) the ability to sell their services to others, (2)
24 imposing lengthy suspensions on players for merely exercising their right as independent contractors
25 to play in a competing promoter’s events, and (3) ramping up its threats targeting Plaintiffs and others.

26
27
28 ¹ The European Tour recently changed its name to DP World Tour, but, because it was called
European Tour for most of the time period relevant to this case and in most of the relevant
documents, it is referred to herein as the European Tour for consistency and clarity.

1 5. The Tour’s conduct serves no purpose other than to cause harm to players and foreclose
2 the entry of the first meaningful competitive threat the Tour has faced in decades. Banning Plaintiffs
3 and other top professional golfers from its own events degrades the Tour’s strength of field and
4 diminishes the quality of the product that it offers to golf fans by depriving them from seeing many top
5 golfers participate in Tour events. The only conceivable benefit to the Tour from degrading its own
6 product in this manner is the destruction of competition. Indeed, the Tour has conceded its nakedly
7 anticompetitive purpose in attacking and injuring the players. When the Tour adjusted its rules to
8 render them more effective in defeating competitive entry, a memorandum authored by PGA Tour
9 Commissioner Jay Monahan made clear that the rule change was expressly designed to enable the Tour
10 to foreclose competition. And when the Tour imposed unprecedented punishments on the players for
11 playing in LIV Golf events, the Tour explained to the players that it was doing so precisely because
12 LIV Golf is attempting to compete with the Tour.

13 6. Plaintiffs have devoted the bulk of their professional careers to growing the PGA Tour.
14 Yet the Tour has repaid them of late with suspensions, punishments, threats, and disparagement for
15 merely playing professional golf for another promoter and embracing competition for their services.
16 The Tour has denied them income-earning opportunities, attacked their goodwill and reputation,
17 interfered with their businesses, attacked their business partners, threatened them with egregious
18 punishment—including threats to deny them from participating in golf’s marquee events, even when
19 they have earned placement or exemptions to participate in those tournaments—and unlawfully
20 prevented them from exercising their independent contractor rights. And, at every step, the Tour has
21 repeatedly admitted that it has done this to destroy nascent competition.

22 7. The Tour long stood alone as the only tour anywhere in the world that features the best
23 golfers in the world. The PGA Tour Commissioner Jay Monahan boasted on June 22, 2022 that the
24 “Tour is doing everything it possibly can . . . [to] mak[e] certain that the best players in the world are
25 competing on the best Tour in the world, the PGA Tour.” The Tour has ensured that remains the case
26 through its anticompetitive PGA Tour Player Regulations. First, the Tour’s Conflicting Events
27 Regulation prohibits its members from participating “in any other golf tournament or event” in North
28 America, without exception, if a Tour-sanctioned event is scheduled in the same week, regardless of

1 whether the players participate in the Tour’s sanctioned event. The Tour has a sanctioned event almost
2 every week of the year, hence the Conflicting Event Regulation effectively prohibits Tour members
3 from playing in any non-Tour golf event in North America. The effect is both a naked restraint on
4 competition and a reduction in output, as Tour members are foreclosed from playing anywhere else
5 when they are not playing in Tour events. For international tours or events, a player may request up to
6 three exemptions a year, but, critically, the Tour Commissioner has complete discretion whether to
7 grant these exemptions, something he has refused to do for each of the LIV Golf events. The
8 Conflicting Events Regulation thus invests the leader of the incumbent monopolist with unbridled
9 discretion to foreclose players from participating in any competing events. And while the Tour has
10 historically granted releases to players that allow them to compete in other events throughout the world,
11 Tour Commissioner Monahan has taken a different stance regarding LIV Golf, denying event releases
12 even for LIV Golf events overseas. As Commissioner Monahan has confessed, he has departed from
13 past practice in prohibiting members from participating in LIV Golf events outside North America
14 *because* LIV Golf plans to compete with the Tour. And he has enforced the Conflicting Events
15 Regulation to deny players permission to participate in LIV Golf events in North America *because* LIV
16 Golf’s North American events compete with the Tour.

17 8. Second, the Tour maintains that its Media Rights Regulation provides an additional
18 means of foreclosing players from participating in competing events. This regulation prohibits any
19 members from appearing in any “golf program” (“any golf contest, exhibition or play”) that takes place
20 *“anywhere in the world”* and is shown on any media of any type. Because it is fundamental for any
21 organizer of elite-level professional golf tournaments to broadcast the tournament on television and
22 other media, the Tour contends this provision acts as a blanket prohibition on PGA Tour members
23 participating in any golf event throughout the world, even when players are not playing in Tour events.
24 This broad prohibition is no accident, as the PGA Tour specifically broadened this provision to prevent
25 competitive entry of leagues such as LIV Golf. The provision serves no procompetitive purpose nor
26 benefits consumers, but rather simply restricts output and foreclose competition, as it prevents all Tour
27 members from playing golf, even casually, if it is recorded for distribution over any media anywhere
28 in the world during weeks when they are not participating in PGA Tour events.

1 9. In short, these regulations—the Media Rights Regulation and the Conflicting Event
2 Regulation—foreclose the players, who are independent contractors, from participating in any golf
3 event that the PGA Tour deems to be a competitive threat. These provisions limit output by keeping
4 golfers on the sidelines when not playing on the Tour. And these provisions, in turn, foreclose
5 competition and entrench the PGA Tour’s monopoly power.

6 10. It is no secret that the PGA Tour is targeting players in order to defeat the threat of
7 competitive entry. The PGA Tour has been clear since the threat of competitive entry emerged that its
8 most powerful weapon to defeat competition is to target its members—who comprise virtually all of
9 the elite professional golfers in the world—to prevent them from playing on a competing tour. For
10 example, PGA Tour Commissioner Monahan wrote in a January 2020 strategy memorandum that the
11 best way to prevent a competitor from emerging is to prevent PGA Tour members (including Plaintiffs)
12 from supporting the new promoter:

13 The impact that [the new league] could have on the PGA TOUR is dependent on the level
14 of support it may receive from these players. Without this support, [the new league’s]
15 ability to attract media and corporate partners will be significantly marginalized and its
16 impact on the TOUR diminished.

17 At its core, the point is obvious: A nascent golf league without the golfers necessary to put on elite
18 events is no threat at all. Deprive the new league of access to virtually all of the top golfers in the
19 world, and it will pose no challenge to the Tour’s dominance.

20 11. Accordingly, the Tour set out to destroy competition in its infancy by doing everything
21 in its power to lock up its members (including Plaintiffs) and deny them the opportunity for true
22 sustained competition for their services. The Tour’s conduct has included at least six practices, each
23 of which is patently exclusionary, anticompetitive and unlawful under the Sherman Act:

- 24 a. The Tour has repeatedly threatened its members (including Plaintiffs) with
25 devastating consequences if they join LIV Golf. For example, on multiple occasions,
26 the Tour threatened a *lifetime ban* for any player who joins or participates in LIV
27 Golf. Then, in June and July 2022, the Tour imposed a *career-threatening ban* on
28 Plaintiffs (and others) for playing in LIV Golf events. For other golfers who
resigned their Tour membership because they did not want to be subject to the

1 Tour's draconian punishments, the Tour responded by actually imposing a *lifetime*
2 *ban*.

3 b. The Tour amended and expanded its Media Rights and Conflicting Events
4 Regulations in response to the threat of competitive entry. And it then enforced
5 these unlawful provisions to foreclose members from participating in LIV Golf
6 events.

7 c. The Tour orchestrated a group boycott with the European Tour to ensure that any
8 golfer who considers defying the Tour's threats by playing in any LIV Golf events
9 (including Plaintiffs) cannot pursue his career and livelihood anywhere in the global
10 golf "ecosystem." The Tour's agreement is clearly established through the
11 statements of its partners. For example, during a meeting in Malta in July 2021,
12 representatives of the entity that sponsored LIV Golf met with the CEO and other
13 representatives of the European Tour to seek a partnership with the European Tour
14 in launching the new league. The minutes from that meeting prepared by the
15 European Tour's title sponsor state that the CEO of the European Tour, Mr. Keith
16 Pelley, "Confirmed new series appeal and fit, however, stated main issue is US PGA
17 mighty power and need to avoid a collision course between ET [European Tour] and
18 PGA." Under pressure from the "mighty power" of the PGA Tour, the European
19 Tour agreed to boycott and rejected the opportunity to partner with the new entrant,
20 and instead strengthened its strategic alliance with the PGA Tour. As part of this
21 illegal partnership, the PGA Tour pressured the European Tour to amend its
22 Regulations to restrict European Tour golfers from playing in LIV Golf events, and
23 it pressured the European Tour to punish its members who played in LIV Golf events
24 with ~\$125,000 fines and suspension from any tournaments the PGA Tour and the
25 European Tour co-sanction. The European Tour agreed to all of the PGA Tour's
26 demands to implement the group boycott.

27 d. Similarly, the PGA Tour has encouraged the PGA of America (a separate entity) to
28 threaten to disallow LIV Golf players from playing both in the Major tournament it

1 sponsors (the PGA Championship) and the Ryder Cup, one of golf's marquee
2 events. And it has leaned on other golfing entities to do its bidding. The Tour leaned
3 on Augusta National to pressure golfers against joining LIV Golf. The Tour has
4 also leaned on the Royal & Ancient ("R&A") (sponsor of The Open) to publicly
5 question whether LIV Golf players could play in their respective tournaments. And
6 the Tour has leaned on the Official World Golf Ranking ("OWGR") to call into
7 question whether LIV Golf tournaments would be eligible for OWGR ranking
8 points. This conduct obviously serves no beneficial purpose, but rather serves to
9 harm the careers of the players (including Plaintiffs) who play in LIV Golf events,
10 and to deter other players from joining LIV Golf to avoid career destruction at the
11 hands of the Tour.

12 e. At various points, the Tour has threatened Tour members' agents and business
13 partners with punishment if the players joined LIV Golf. For example, in June and
14 July 2022, the Tour threatened some Plaintiffs' representatives at GSE Worldwide
15 Management they would lose their credentials to represent any Tour members
16 because several GSE Worldwide Management golfers had elected to join LIV Golf
17 over the Tour's threats.

18 f. The Tour has also threatened sponsors that they must sever their relationships with
19 players who join LIV Golf, or be cut off from having any sponsorship opportunities
20 with the PGA Tour. Based on these threats, several sponsors have cut ties with
21 players who have joined LIV Golf (including the Plaintiffs), sometimes ending
22 years-long relationships. The Tour has also intimidated sponsors and vendors into
23 not doing business with LIV Golf, lest they lose the opportunity to do business with
24 the dominant golf tour in North America, the PGA Tour.

25 12. These restraints have proved devastatingly effective. They have harmed Plaintiffs by:
26 (1) diminishing competition for their services and reinforcing the Tour's monopsony power in which
27 the Plaintiffs sell those services; (2) denying them income-earning opportunities, tournament
28 performance opportunities (including denying them opportunities to participate in tournaments in

1 which they have qualified), sponsorship revenue, and independent contractor rights; and (3) harming
2 their reputations, goodwill, and brands. These restraints have likewise proved effective at harming
3 competition in the relevant market by preventing other players from joining LIV Golf who would have
4 joined the new league but for these competitive restraints, thus threatening the competitive viability of
5 LIV Golf and any other potential competitor by protecting the PGA Tour’s monopsony power over the
6 purchase of services from professional golfers to participate in elite golf events. The restraints have
7 also threatened LIV Golf’s competitive viability.

8 13. Yesterday, the Tour confirmed monopsony power, anticompetitive intent and the Tour’s
9 disregard for the law and this Court’s jurisdiction. Tour representative Davis Love III said, “We hold
10 all the cards. We say to the FTC and to Washington, ‘No, we support the rules. We don’t want those
11 guys playing. We don’t care what the courts say.’ The nuclear option is to say ‘Fine, if they have to
12 play in our events we just won’t play.’” The Tour is not above the law.

13 14. Without fair process, PGA Tour Commissioner Jay Monahan—who is necessarily
14 partial—imposed a 21-month Tour suspension on some Plaintiffs, through March 31, 2024 (other
15 Plaintiffs’ suspensions are indefinite or 9 months as of this Complaint), for exercising their independent
16 contractor rights to play in the first two LIV Golf events. After imposing his biased suspensions, the
17 Tour followed its procedurally and substantively unconscionable appeals process to maintain the
18 suspension without giving Plaintiffs fair proceedings to be heard by neutral and independent decision-
19 makers. Plaintiffs Gooch, Swafford and Jones (among other Plaintiffs) had earned the right to play in
20 the FedEx Cup Playoffs (a series of lucrative and high-profile events scheduled at the end of the PGA
21 Tour’s 2022 season) through strong performance and dedication to the Tour, but the Tour has banned
22 them from playing in those tournaments, diminishing the strength of its own fields and harming these
23 Plaintiffs. The injury to these players extends beyond mere foreclosure from these tournaments (itself
24 a substantial and irreparable injury), but also cripples their chances of qualifying for both the Majors
25 and the Tour’s premier invitationals in future seasons. The punishment that would accrue to these
26 players from not being able to play in the FedEx Cup Playoffs is substantial and irreparable, and a
27 temporary restraining order is needed to prevent the irreparable harm that would ensue were they not
28 to be able to participate.

1 Mickelson Foundation. Since its inception in 2004, the Foundation has focused primarily on supporting
2 a variety of youth and family initiatives. He also founded Birdies for the Brave, the PGA Tour's
3 national military outreach initiative, which raises money for a variety of charities supporting veterans
4 and military families. Mr. Mickelson dedicated his entire professional career, 30 years, to the PGA
5 Tour. He has hosted tournaments on the Tour and engaged in countless endeavors to advance the Tour,
6 its purpose, and the game of golf. Mr. Mickelson has invested in himself and his investment has
7 benefited the Tour's business tremendously over the last 30 years. As a lifetime member—a hard-
8 earned accomplishment and honor, requiring 20 PGA Tour wins and 15 years of membership on the
9 Tour—Mr. Mickelson desires to continue being a member of the Tour and to play in events on the
10 Tour.

11 17. Plaintiff Talor Gooch is a 30-year-old professional golfer who resides in Texas. He is
12 a member of the Tour. Mr. Gooch played golf at Oklahoma State University until 2014 when he began
13 his professional career. He joined the PGA Tour Canada in 2015 and earned his way onto the Korn
14 Ferry Tour in 2016. In 2017, Mr. Gooch won the News Sentinel Open (which later became the Visit
15 Knoxville Open on the Korn Ferry Tour) and then earned his way onto the PGA Tour in 2018. In 2021,
16 he won his first PGA Tour tournament at the RSM Classic. Mr. Gooch was on top of the PGA Tour's
17 FedEx Cup Rankings for the 2021-22 season following the RSM Classic. Mr. Gooch has played in
18 over one hundred PGA Tour events. He is currently the 20th ranked golfer on the FedEx Cup rankings.
19 Mr. Gooch has played in 21 PGA Tour events this season and has qualified for the FedEx Cup Playoffs.
20 Mr. Gooch desires to continue to be a member of the Tour and to play in events on the Tour.

21 18. Plaintiff Hudson Swafford is a 34-year-old professional golfer who resides in Georgia.
22 He is a member of the Tour. He started his professional golf career in 2011 after graduating with a
23 B.S. in Consumer Economics from the University of Georgia. Mr. Swafford joined the Nationwide
24 Tour in 2012, and, that same year, won the Stadion Classic at UGA, a golf tournament on the Web.com
25 Tour (which became known as the Korn Ferry Tour in 2019). In 2013, Mr. Swafford finished 21st in
26 the Web.Com Tour Finals to earn his PGA Tour card for 2014. Mr. Swafford won his first PGA Tour
27 victory in 2017 at the CareerBuilder Challenge. In 2018, Mr. Swafford suffered a rib injury and then,
28 in 2019, Mr. Swafford had to undergo a surgery to remove a small bone from the bottom of his foot,

1 forcing him to miss four months of play. In September 2020, Mr. Swafford won his second PGA Tour
2 victory at the Corales Puntacana Resort and Club Championship. In 2022, Mr. Swafford earned his
3 third PGA Tour victory at the American Express. Since the start of his career, Mr. Swafford has played
4 in over 250 Tour events. Mr. Swafford has played in 21 PGA Tour events this season, is currently 63rd
5 in the FedEx Cup rankings, and has qualified for the FedEx Cup Playoffs. Mr. Swafford desires to
6 continue to be a member of the Tour and to play in events on the Tour.

7 19. Plaintiff Matt Jones is a 42-year-old professional golfer who resides in Arizona. He is
8 a member of the Tour. He was born in Sydney, Australia, and upon meeting fellow Australian Greg
9 Norman at six years old became determined to become a professional golfer. Mr. Jones moved to the
10 United States to attend Arizona State University where he was a first-team All-American golfer. Mr.
11 Jones joined the Nationwide Tour in 2004 and earned his PGA Tour card in 2008. In 2014, Mr. Jones
12 won the PGA Tour's Shell Houston Open. In 2015, and again in 2019, he won the Emirates Australian
13 Open on the PGA Tour of Australasia. In 2021, Mr. Jones won the PGA Tour Honda Classic. Mr.
14 Jones has played in over 350 Tour events. Mr. Jones has played in 20 PGA Tour events this season, is
15 currently ranked 62nd in the FedEx Cup rankings, and has qualified for the FedEx Cup Playoffs. Mr.
16 Jones desires to continue to be a member of the Tour and to play in events on the Tour.

17 20. Plaintiff Bryson DeChambeau is a 28-year-old professional golfer who resides in Texas.
18 He is a member of the Tour. Mr. DeChambeau grew up in California and played golf at Southern
19 Methodist University while majoring in physics. In 2015, Mr. DeChambeau became just the fifth
20 person to win both the NCAA individual championship and the U.S. Amateur title. He made his PGA
21 tour debut in 2015 at the FedEx St. Jude Classic. In 2015, while still an amateur, he was the runner-up
22 in the Australian Masters. He began his professional career in 2016 at the RBC Heritage event,
23 finishing fourth. That year, Mr. DeChambeau won the Korn Ferry DAP Championship, earning his
24 Tour card. In 2017, Mr. DeChambeau won his first PGA Tour event at the John Deere Classic. In
25 2018, Mr. DeChambeau won the Memorial Tournament. He then won the first two FedEx Cup Playoff
26 events at the Northern Trust and Dell Technologies Championship. Mr. DeChambeau was picked for
27 the U.S. team in the 2018 Ryder Cup. In 2019, Mr. DeChambeau won the Shriners Hospitals for
28 Children Open and the Omega Dubai Desert Classic. In 2020, Mr. DeChambeau won the Rocket

1 Mortgage Classic and won the U.S. Open, his first Major. In 2021, he won the Arnold Palmer
2 Invitational and played on the winning U.S. team at the 2021 Ryder Cup. In 2022, Mr. DeChambeau
3 underwent surgery on his left wrist from a fracture. Mr. DeChambeau desires to continue to be a
4 member of the Tour and to play in events on the Tour.

5 21. Plaintiff Abraham Ancer is a 31-year-old professional golfer who resides in Texas. He
6 is a member of the Tour. Mr. Ancer played golf at Odessa College and the University of Oklahoma
7 until 2013 when he began his professional career. He played on the Web.com Tour until he earned his
8 PGA Tour card for the 2016 season. He returned to the Web.com Tour in 2017 and secured his PGA
9 Tour card again for the 2018 season. In 2018, he won the Australian Open and represented Mexico in
10 the World Cup of Golf. In 2019, he qualified for the 2019 Presidents Cup International team. In 2021,
11 Mr. Ancer finished second in the Wells Fargo Championship, finished 14th in the Tokyo Olympics,
12 and won the FedEx St. Jude Classic. Mr. Ancer has played in over 140 PGA Tour events. He is
13 currently the 84th ranked golfer on the FedEx Cup rankings. Mr. Ancer has played in 18 PGA Tour
14 events this season. Mr. Ancer desires to continue to be a member of the Tour and to play in events on
15 the Tour.

16 22. Plaintiff Carlos Ortiz is a 31-year-old professional golfer from Guadalajara, Mexico
17 who resides in Texas. He is a member of the Tour. Mr. Ortiz played college golf at the University of
18 North Texas. Mr. Ortiz won three tournaments on the Korn Ferry Tour in 2014. He earned his PGA
19 Tour card in 2015. He won the 2020 Houston Open on the Tour and participated in the 2020 Olympic
20 games. Mr. Ortiz has played in over 200 Tour events. He has played in 20 PGA Tour events this
21 season and is currently ranked 104th in the FedEx Cup rankings. Mr. Ortiz desires to continue to be a
22 member of the Tour and to play in events on the Tour.

23 23. Plaintiff Ian Poulter is a 46-year-old professional golfer who splits his residence
24 between Florida and England. He is a member of the Tour. He was born in England, and began playing
25 golf at just four years old before turning professional in 1994. Mr. Poulter won the 1999 Open de Côte
26 d'Ivoire on the Challenge Tour and was promoted to the European Tour. He was a member of the
27 victorious 2004 European Ryder Cup team and then joined the PGA Tour in 2005. In addition to his
28 many international victories, Mr. Poulter won the 2010 World Golf Championship-Accenture Match

1 Play Championship, the 2012 World Golf Championships-HSBC Champions, and the 2018 Houston
2 Open. Mr. Poulter has played in over 300 Tour events. Mr. Poulter has played in 16 PGA Tour events
3 this season and is currently ranked 166th in the FedEx Cup rankings. Mr. Poulter desires to continue
4 to be a member of the Tour and to play in events on the Tour.

5 24. Plaintiff Pat Perez is a 46-year-old professional golfer. He is a member of the Tour.
6 Mr. Perez was born in Arizona, attended Arizona State University and resides in Arizona. Mr. Perez
7 has been on the PGA Tour for 20 years. He has won three PGA Tour events: the Bob Hope Classic,
8 OHL Classic at Mayakoba and the CIMB Classic. Mr. Perez has played in over 500 Tour events. Mr.
9 Perez played in 19 PGA Tour events this season, is currently ranked 127th in the FedEx Cup rankings,
10 and just missed qualifying for the FedEx Cup Playoffs. Mr. Perez desires to continue to be a member
11 of the Tour and to play in events on the Tour.

12 25. Plaintiff Jason Kokrak is a 37-year-old professional golfer. He is a member of the Tour.
13 Mr. Kokrak was born in Ontario, Canada, played professional golf at Xavier University and resides in
14 Ohio. Mr. Kokrak has won three times on the Tour, including the Houston Open in 2021, the Charles
15 Schwab at Colonial in 2021, and the CJ Cup in 2020. He also won twice on the Korn Ferry Tour prior
16 to joining the PGA Tour. Since the start of his career, Mr. Kokrak has played in over 250 Tour events.
17 Mr. Kokrak has played in 19 PGA Tour events this season, is currently 43rd in the FedEx Cup rankings,
18 and has qualified for the FedEx Cup Playoffs. Mr. Kokrak desires to continue to be a member of the
19 Tour and to play in events on the Tour.

20 26. Plaintiff Peter Uihlein is a 32-year-old professional golfer. He is a member of the Korn
21 Ferry Tour, which is owned and controlled by the Tour. Mr. Uihlein was born in New Bedford,
22 Massachusetts, played golf at Oklahoma State, and resides in Florida. Mr. Uihlein has two professional
23 victories on the Korn Ferry Tour—the Nationwide Children’s Hospital Championship in 2017 and the
24 MGM Resorts Championship in 2021. Mr. Uihlein has also won on the European Tour in 2013 at the
25 Madeira Islands Open. Mr. Uihlein has represented the United States in two Walker Cups (2009 and
26 2011) and won the 2010 Eisenhower Trophy. Mr. Uihlein won the 2010 U.S. Amateur Championship.
27 Mr. Uihlein currently ranks 59th on the Korn Ferry Tour regular season points list. Mr. Uihlein desires
28 to be a member of the Tour and/or continue to be a member of the Korn Ferry Tour, and to play in

1 events on the Tour and the Korn Ferry Tour.

2 27. Defendant PGA Tour is a Maryland non-profit corporation, with its principal place of
3 business in Ponte Vedra Beach, Florida. The PGA Tour sponsors a season-long series of golf
4 tournaments throughout the calendar year called the PGA Tour. Those events occur primarily in the
5 United States. In the 2021-22 PGA Tour season, the Tour sponsored events in twenty states, including
6 six events in California. The Tour is engaged in interstate commerce.

7 **JURISDICTION AND VENUE**

8 28. Plaintiffs' action arises under Sections 1 and 2 of the Sherman Antitrust Act, 15 U.S.C.
9 §§ 1, 2. Plaintiffs seek injunctive relief under 15 U.S.C. § 26 and damages under 15 U.S.C. § 15(a).
10 This Court has subject matter jurisdiction over the federal antitrust claims under 28 U.S.C. § 1331
11 (federal question) and 28 U.S.C. § 1337 (commerce and antitrust regulation); this Court has jurisdiction
12 over the related state-law claims under 28 U.S.C. § 1367 (supplemental jurisdiction).

13 29. This Court may exercise personal jurisdiction over the PGA Tour under Section 12 of
14 the Clayton Act, 15 U.S.C. § 22. The PGA Tour manages or operates two golf courses (TPC Harding
15 Park and TPC Stonebrae) in this District and employs dozens of individuals who work there. It
16 organizes and promotes annually at least six golf tournaments throughout California (Fortinet
17 Championship, The American Express, Farmers Insurance Open, AT&T Pebble Beach Open, The
18 Genesis Invitational, and the Barracuda Championship), two of which are within the Northern District
19 of California. California hosts more PGA Tour golf tournaments than any other state. The Tour issued
20 the first of its known anticompetitive threats to Plaintiffs and other players that is at issue in this lawsuit
21 in La Jolla, California in January 2020. The PGA Tour also threatened Plaintiffs and other players
22 with lifetime bans in Los Angeles, California in February 2022. The Tour has unlawfully restricted
23 Plaintiffs from participating in events that compete against the PGA Tour.

24 30. This Court also may exercise personal jurisdiction over the PGA Tour under California
25 Code of Civil Procedure § 410.10. The Tour operated, conducted, engaged in, and carried on a business
26 venture in this state; committed tortious acts within this state that harmed Plaintiffs; and is engaged in
27 substantial and not isolated activity within this state.

28 31. Venue is proper in this district under Sections 4 and 12 of the Clayton Act (15 U.S.C.

1 §§ 15, 22) because the Tour may be found in this District and transacts business in this District through
2 the management or operation of two golf courses, hosting and promoting two golf tournaments, and
3 employing individuals in this District.

4 **BACKGROUND AND FACTS**

5 **Overview of Professional Golf**

6 32. The business and sport of professional golf are organized around tours and tournaments
7 that combine players of comparable skill levels. These tours and tournaments bring golf competition
8 to fans, financially compensate players, and provide opportunities for sponsors and advertisers to
9 market their products to golf fans of these events.

10 33. The elite level of men's professional golf is comprised of (1) the PGA Tour, which
11 sponsors and co-sponsors a series of tournaments scheduled from September to September each season;
12 (2) four annual standalone "Major" tournaments sponsored by entities other than the Tour: the Masters,
13 the U.S. Open, The Open (or The British Open), and the PGA Championship; (3) two bi-annual team
14 events (Ryder Cup and the Presidents Cup); (4) quadrennial Olympic competition; and (5) a handful
15 of standalone events in which Tour members are only permitted to compete if they are given permission
16 by the Tour Commissioner.

17 34. Until LIV Golf's nascent entry, the Tour was the sole elite golf tour in the United States
18 and the world. Other elite professional golf events are standalone events (such as the Majors) that are
19 not part of an organized tour that extends throughout a season. Professional golfers who qualify for
20 membership on the Tour invariably compete on it, as it offers by far the largest tournament purses, the
21 greatest opportunities to qualify for the Majors, the greatest opportunities for exposure in the golf world
22 and beyond, and the most expansive opportunities to secure large endorsements from sponsors. As of
23 the filing of this Complaint, all of the top 30 golfers in the world are active members of the Tour, except
24 those golfers whom PGA Commissioner Monahan suspended or forced to resign in June 2022. This is
25 not surprising, because (until LIV Golf's entry) no other golf tour in the world is a reasonable
26 competitive substitute for the PGA Tour. For example, the average purse of a PGA Tour event is
27 roughly two-and-a-half times the average purse of a European Tour event, roughly nine times the
28 average purse of an Asian Tour event, and 13 times the average purse of a Korn Ferry Tour event. The

1 PGA Tour is the only golf tour shown regularly on broadcast television in the United States, and it
2 earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour.

3 35. The Tour and the four Majors act in concert and are complements, not competitors. The
4 Tour schedules no events during the weeks of three of the Majors and schedules only a minor event
5 with a lower prize pool the week of The Open. Conversely, the Majors do not compete with the Tour
6 for players' services; rather, they encourage and incentivize players to participate on certain tours (the
7 PGA Tour in particular) by adopting eligibility requirements that open playing spots to golfers who
8 have performed well on those tours. Similarly, LIV Golf does not compete with the Majors, as it
9 schedules its Series and will schedule its League around the Majors.

10 36. The European Tour is a purchaser of professional golfers' services, but it is effectively
11 a feeder into and only a potential competitor to the PGA Tour. In the 1980s and early 1990s, the
12 European Tour exerted some competitive pressure on the Tour for certain star international players,
13 including Seve Ballesteros, Nick Faldo, and Bernhard Langer, but that has not been the case for many
14 years. Instead, when European Tour members qualify for Tour membership, they almost invariably
15 elect to immediately become PGA Tour members. None of the Top 30 golfers in the world are only
16 members of the European Tour. PGA Tour superstar Rory McIlroy, originally from Northern Ireland
17 who began his career on the European Tour, has aptly described the European Tour as "a stepping
18 stone," explaining "you can go to America and play for more money and more ranking points. I think
19 as well with the world ranking points, everyone out here, all of their contracts with sponsors, it's all
20 about world ranking points. If players are getting paid more and earning more world ranking points,
21 why would you play over there [European Tour]?" The actions of other European players who qualify
22 for the Tour are consistent with McIlroy's views: they join the PGA Tour when they qualify.

23 37. European Tour Board Member Paul McGinley told *The Independent* that "the
24 [European] Tour has accepted it is a junior partner to the PGA Tour now and will act as a feeder tour
25 with more and more co-sanctioned events on both sides of the pond." McGinley continued: "We are
26 there to enhance that and enable the PGA Tour to become the premier golf tour in the world. We
27 realise that the [European] Tour will not be that, but we want to be very much . . . a kind of international
28 arm and create pathways for players to come into the ecosystem via the European Tour and perhaps

1 the Korn Ferry Tour and then graduate onto the premier tour in the world which is the PGA Tour.”
2 Likewise, European Tour Commissioner Keith Pelley told *The New York Times* that the European Tour
3 agreed not to compete with the PGA Tour for player services as of November 2020.

4 38. The Tour has entered into an illegal agreement with the European Tour as part of its
5 scheme to ensure that the European Tour does not partner with any entrant (including LIV Golf) that
6 might seek to become part of the golf “ecosystem.” In a January 2020 strategy memorandum describing
7 the PGA Tour’s plan to foreclose new entry, Commissioner Monahan explained that this alliance with
8 the European Tour was aimed at removing the European Tour as a potential partner for a new entrant:
9 “We have continued discussions with the European Tour about the potential to work more closely
10 together, thereby removing the European Tour as a potential partner of” a new entrant. The Tour’s
11 strategy was thus designed to ensure no new potential competitor could emerge to challenge its
12 monopoly.

13 39. The Tour executed Monahan’s plan in November 2020, when it announced that it had
14 purchased a minority stake in the European Tour’s media production company, and that the two tours
15 would work in concert with one another. As detailed below, since that alliance was formed, the
16 European Tour has joined the PGA Tour in a group boycott aimed at punishing players to foreclose
17 LIV Golf’s entry.

18 40. There are also a number of more limited lower-level tours that operate in the U.S. and
19 throughout the world, but none is a meaningful competitor to the Tour. In fact, the Tour owns, operates,
20 or controls a number of these lower-level tours, ensuring that they do not become meaningful
21 competitors to the PGA Tour. These tours include:

- 22 • PGA Tour Champions – A tour for players over the age of 50, organized and
23 managed by the Tour;
- 24 • Korn Ferry Tour – The PGA Tour’s development tour in North America, through
25 which players (like Plaintiff Uihlein) can qualify for the PGA Tour; organized and
26 managed by the PGA Tour and described by the Tour as “the path to the PGA Tour”;
- 27 • PGA Tour Latinoamerica – A tour with events in Latin America, through which
28 players can qualify for promotion to the Tour, organized and managed by the Tour;

- 1 • Mackenzie Tour-PGA Tour Canada – A tour with events in Canada, through which
- 2 players can qualify for promotion to the Tour, organized and managed by the Tour;
- 3 • PGA Tour Series-China – A tour with events in China, organized and managed by
- 4 the Tour;
- 5 • Asian Tour – A tour with events principally in Asia;
- 6 • Japan Tour – A tour with events in Japan;
- 7 • Sunshine Tour – A tour with events in Africa; and
- 8 • KPGA Korean Tour – A tour with events in South Korea.

9 41. These tours offer considerably lower levels of competition, far lower prize pools, far
10 smaller sponsorship and income opportunities, and far less, if any, broadcast exposure and viewership
11 throughout most of the world. As a result, players who qualify for the PGA Tour join the PGA Tour.
12 Simply put, the PGA Tour has no competition as the premier professional golf tour in the United States
13 and the world.

14 42. While the on-course competition among participants in the elite professional golf
15 services market is intense, the Tour itself faces no meaningful competition for players' services. Until
16 LIV Golf arrived on the scene, no other tour came close to the PGA Tour in terms of the money,
17 exposure, quality of on-course competition for players, fan interest, advertising or sponsorship
18 opportunities.

19 43. In addition, players in Tour events have a significantly greater opportunity than players
20 in the lower-tier tours to qualify for spots in the Majors, Ryder Cup, Presidents Cup, and the Olympics
21 by winning tournaments that provide entry into the Majors and that provide greater opportunity to earn
22 more points in the world golf ranking system. A common way for players to qualify for the Majors is
23 by being ranked within the Top 50 of the OWGR. While players in any tournament recognized by the
24 OWGR can qualify for points, the OWGR awards points based on a tournament's competitive strength
25 and the player's finishing position. Thus, players on the Tour are eligible to earn far more points than
26 players on lower-tier tours. In addition, OWGR points are often used to determine the amount of
27 money players receive from sponsors. Qualification for the Olympics is determined solely by OWGR
28 rankings. Again, as PGA Tour player Rory McIlroy explained "it's all about world ranking points,"

1 and players can earn the most points on the PGA Tour.

2 44. The OWGR's Governing Board includes PGA Tour Commissioner Monahan, as well
3 as the top executives from a number of the other bodies: the CEO of the European Tour (Keith Pelley),
4 the General Counsel of the European Tour (Ben Bye), the COO of the European Tour (Keith Waters),
5 the CEO of the PGA of America (Seth Waugh), the Executive Director of the United States Golf
6 Association (Mike Whan), the Senior Director of the Masters Tournament of the Augusta National
7 Golf Club (Buzzy Johnson), the CEO of the R&A (Martin Slumbers), and the former CEO of the R&A
8 (Peter Dawson). As set forth in detail below, the PGA Tour has entered into an unlawful agreement
9 with the European Tour to foreclose competitive entry by locking arms in a group boycott to exclude
10 from the world golf "ecosystem" LIV Golf, any players who play in LIV Golf events (including the
11 Plaintiffs), and any other vendor, tour promoter, or other entity that partners with LIV Golf. And the
12 Tour has leaned on the other world golfing bodies that have representatives on the OWGR Governing
13 Board to do its bidding to heighten threats for associating with LIV Golf.

14 **PGA Tour Structure**

15 45. The Tour's charter promises it will act to "promote the common interests of professional
16 tournament golfers." The Tour certified to the Internal Revenue Service that its non-profit purpose is
17 to promote the sport of professional golf and the common interests of touring golf professionals.

18 46. The professional golfers who have earned the right to compete on the Tour are the most
19 skilled and popular professional golfers in the United States and the world. Plaintiffs were active
20 members of the Tour until they were given lengthy suspensions for playing in LIV Golf events. Players
21 from the United States who are members of the Tour include Tiger Woods, Plaintiff Mickelson (now
22 suspended), Justin Thomas, Jordan Spieth, Plaintiff DeChambeau (now suspended), Dustin Johnson
23 (now resigned), Scottie Scheffler, Bubba Watson, and Brooks Koepka (now suspended). The PGA
24 Tour's Media Guide also states that its membership includes 94 international players from 29 countries
25 and territories outside the United States, including Justin Rose, Rory McIlroy, Sergio Garcia (now
26 resigned), Jon Rahm, Adam Scott, Henrik Stenson (now suspended), Louis Oosthuizen (now resigned),
27 Hideki Matsuyama, and Cameron Smith. They include some of the biggest names in sports and popular
28 culture in the United States and the world.

1 47. All member golfers on the Tour are independent contractors, not employees of the Tour.
2 There is no team or other employer to cover their many and substantial expenses as a professional
3 athlete (e.g., coaches, caddies, trainers, therapists, travel, and lodging).

4 48. The Tour is managed by its Commissioner, Jay Monahan, who assumed the role on
5 January 2, 2017. Commissioner Monahan sits on the Board of the European Tour, the Governing
6 Board of the OWGR, and the Board of Directors and Executive Committee of the International Golf
7 Federation. Through these various roles, Commissioner Monahan assures that the Tour controls what
8 it euphemistically terms the world golf “ecosystem.” Being blacklisted by the PGA Tour means
9 effective expulsion from the golf “ecosystem” anywhere in the world.

10 **Elite Professional Golf Has Stagnated Under the PGA Tour’s Monopoly**

11 49. As Commissioner Monahan acknowledged in a memorandum to the PGA Tour Policy
12 Board (the “Monopoly Manifesto”), the PGA Tour is “the world’s leading professional golf tour” and
13 “is second to none due to the strength of its members.” Thus, not surprisingly, virtually every golfer
14 of public prominence worldwide is a member of the PGA Tour.

15 50. While the quality of play on the PGA Tour continues to flourish, the business of
16 professional golf has stagnated under the Tour’s monopoly. In the age of social media, the accessibility
17 and relatability of elite professional golfers should lend itself to a boom in fan interest and viewership,
18 as it has with other sports. The opposite has happened. Without any meaningful competition (prior to
19 LIV Golf’s entry), the Tour has failed to innovate and its product has grown stale. At the same time,
20 the Tour’s fanbase has shrunk and continues to age, a trend sharply at odds with other major sports.
21 Likewise, the Tour’s compensation to its members fell behind compensation to other professional
22 athletes, as measured by the share of revenue the players receive, reflecting the Tour’s monopsony
23 power over players’ services.

24 51. Despite offering a stagnant product with a shrinking fanbase, the Tour has used its
25 monopoly position to extract substantially increased revenues from broadcasters and advertisers. As a
26 monopsonist, however, the Tour has not passed those increased revenues through to its members. For
27 example, the Tour’s revenue has increased between 2011 and 2019 by 163 percent, yet the share of
28 revenue it provided its members fell substantially. This is because there is no competition for players’

1 services, allowing the Tour to direct its increased revenues into its bloated bureaucracy, extravagant
2 facilities, and multimillion-dollar compensation and lavish perks for Commissioner Monahan and the
3 other executives who run the monopoly, rather than sharing them with players. Tour data shows that
4 average Tour purses grew an anemic 2.5 percent per year on average from 2014 through 2019—from
5 \$6.62 million in 2014 to \$7.47 million in 2019. By comparison, the total salary pool for other major
6 professional sports leagues grew at much stronger rates over the same period—15 percent per year for
7 the NFL, 8 percent per year for the NBA, and 4 percent per year for the NHL, even though the 2014
8 base levels for the other professional sports were substantially higher.

9 52. The Tour has failed to offer its members compensation on par with professional athletes
10 in other sports. The number one player on the Tour money list in 2019 was Brooks Koepka, with \$9.68
11 million in tournament winnings. His winnings were the equivalent to the 129th highest paid NFL
12 player, the 121st highest paid NBA player, and the 128th highest paid MLB player.

13 53. It is incongruous that Tour members' share of revenue lags so significantly behind those
14 of players in other sports over the same period, because the Tour is a nonprofit entity that does not
15 compensate players for their travel and other expenses, while the other major professional sports are
16 for-profit enterprises with franchise owners. Unlike those other sports, however, which have free-
17 agency systems that establish competition among franchise owners for players' services, the PGA Tour
18 faced no viable competition before LIV Golf's entry. As a monopolist, the PGA Tour does not compete
19 for players' services, and the Plaintiffs' earnings have been and are suppressed.

20 54. The lagging compensation the Tour pays to its members is also striking in light of the
21 expenses and risks that the players bear. Unlike professional athletes in other sports, professional
22 golfers have to pay out-of-pocket to play on the Tour. Tour members pay for their own travel to and
23 lodging at Tour events, and they pay for their coaches, therapists, trainers, and caddies. In addition,
24 the players have no guarantees from the Tour—they earn nothing if they get injured, and they get
25 nothing if they miss the cut. As a result, Tour members can end up with *negative* earnings for the year.

26 55. For example, Plaintiff Perez described a fellow Tour member that “one year ma[d]e
27 \$22,000 on the Tour. He lost, he was in the hole about 90 grand. Mind you, he didn't play well and I
28 get it, but how can he be out money? He earned his card and he was out like \$90 grand that year.”

1 are not participating in a Tour event, the Plaintiffs would challenge that provision as being
2 anticompetitive.

3 60. A second provision in the Regulations, Section V.B.1.b. (the “Media Rights
4 Regulation”) provides that “[n]o PGA Tour member shall participate in any live or recorded golf
5 program without the prior written approval of the Commissioner, except that this requirement shall not
6 apply to PGA Tour cosponsored, coordinated or approved tournaments, wholly instructional programs
7 or personal appearances on interview or guest shows.” Exhibit 1. The Tour broadly defines “golf
8 program” to cover “any golf contest, exhibition or play that is shown anywhere in the world in any
9 form of media now known or hereinafter developed.” *Id.* According to the PGA Tour, this provision
10 prevents all Tour members from participating in any golf program anywhere in the world, during any
11 time of the year, *even when they are not participating in a Tour event.* According to the PGA Tour,
12 the effect is a year-round prohibition on all Tour-member independent contractors from participating
13 in any competing golf event anywhere in the world that is broadcast on any media. For example, when
14 Plaintiffs participated in a LIV Golf event in London that was streamed on the Internet (but not shown
15 on any television network in the United States), the PGA Tour declared that the Plaintiffs had violated
16 this rule.

17 61. The global prohibition on playing in competing events is not needed to create or improve
18 any product or offering by the Tour, or to improve any aspect of any product for fans. For example,
19 other provisions purportedly grant the Tour the media rights for Tour events in which the players are
20 participating. The global prohibition serves only to prohibit the Tour’s independent contractor players
21 from playing in any competing events during weeks when they are not playing in Tour events.

22 62. The Media Rights Regulation is fundamentally inconsistent with the rights of the
23 Plaintiffs as independent contractors, denying Plaintiffs the right to sell their own media rights to other
24 bidders for their services. As a result, the Tour has deprived and continues to deprive Plaintiffs of the
25 opportunity to pursue their profession, thus depriving them of income-earning, marketing, branding,
26 and charitable opportunities.

27 63. Furthermore, this provision has foreclosed entry by LIV Golf at its planned scale and
28 imposed on LIV Golf a cost basis that the Tour itself describes as “irrational.” In addition, and

1 critically, the Tour has compromised LIV Golf’s ability to secure a television broadcast contract, a
2 critical component of any sustainable elite golf tour. Even though LIV Golf has been able to convince
3 some players to defy the Tour’s threatened lifetime bans and to participate in LIV Golf events, the
4 Media Rights Regulation has precluded LIV Golf from securing agreements to broadcast its
5 tournaments because United States platforms are disinclined to sign a broadcast contract with LIV Golf
6 while the Tour claims to control the media rights of the players participating in LIV Golf tournaments.
7 As the PGA Tour has maintained, the Media Rights Regulation purportedly denies any competing tour
8 the opportunity to broadcast tournaments to fans, an essential element of the business plan of LIV Golf
9 or any other elite professional golf promoter. Unless it is enjoined, this provision will threaten the
10 competitive entry of LIV Golf or any other potential competitor, which would deny Plaintiffs the
11 opportunity to sell their services in a competitive market.

12 64. The anticompetitive intent of the Media Rights Regulation is exposed by the Tour’s
13 amendment of the definition of “golf program” in the provision in November 2019 in response to
14 rumors of potential competitive entry. Whereas the prohibition had previously applied to “any golf
15 contest, exhibition or play that is shown *in the United States*,” the prohibition was expanded to cover
16 “any golf contest, exhibition or play that is shown *anywhere in the world*.” Exhibit 1 (emphasis added).
17 Commissioner Monahan admitted this anticompetitive purpose in his Monopoly Manifesto: “Our
18 current Tournament Regulations provide a significant hurdle for PGA Tour members with respect to
19 contracting with Private Equity Golf under its proposed structure. . . In particular, the Tournament
20 Regulations governing Conflicting Events and Media Rights/Releases would be applicable. . . .[I]n
21 November 2019 the Policy Board ratified a revised Media Rights/Release regulation to ensure that all
22 golf events are unequivocally covered on a global basis.” The Tour did not negotiate with Plaintiffs or
23 any other Tour Member over its unilateral expansion of the Media Rights Regulation and does not
24 compensate them for the Tour’s purported exclusionary control over their year-round global media
25 rights. The expansion ensures that players are restricted from participating with a competing golf tour
26 anywhere in the world.

27 65. The anticompetitive purpose of the Media Rights Regulation is further illustrated by
28 comparison with the European Tour. The European Tour does not prohibit its independent contractor

1 golfers from using their media rights when they are not playing in European Tour events. Rather, the
2 European Tour’s rules make clear that the players’ grant of media rights applies *only* when they
3 participate in European Tour events. During other weeks of the year, that grant of media rights “does
4 not otherwise affect the Member’s rights as an independent contractor in respect of their own image
5 except as set out in these Regulations, including Regulation E5(c) [Ryder Cup] below.” The European
6 Tour also “recognises the individual rights of all Members operating as independent contractors. . . and
7 will not unreasonably seek to restrain its Members from Participating in certain golf tournaments or
8 events which are not sanctioned by the European Tour. . . .”

9 66. Some Plaintiffs requested releases from the Media Rights Regulation to play the in the
10 LIV Golf London Invitational. The PGA Tour denied their request (as well as those of other Tour
11 members) and instead imposed lengthy suspensions on all players who participated in the event.

12 67. The Tour’s anticompetitive use of the Media Rights Regulation is further demonstrated
13 through its selective enforcement of the provision against other events that it does not deem to be
14 competitive threats. For example, the Tour did not require members to obtain releases to participate in
15 a Pro-Am golf competition called the JP McManus held in the Republic of Ireland from July 4–5, 2022,
16 even though the event was broadcast in the United States, Europe, and throughout the world. In
17 contrast, days earlier the Tour enforced the provision with draconian punishments when Plaintiffs and
18 others played in the LIV Golf Portland Invitational from June 30 – July 2, 2022. The key difference
19 between the LIV Golf event and the JP McManus event is that the Tour views only LIV Golf as a
20 competitive threat.

21 68. The anticompetitive purpose and effect of the Media Rights Regulation is clear. The
22 incumbent monopolist has granted itself the right to foreclose the best golfers in the world from playing
23 in events that create real competition, at its own discretion. And if golfers defy the Tour’s threats, the
24 competitor that is able to secure the players’ services is nonetheless foreclosed from securing contracts
25 to broadcast the event on television or any other media.

26 69. **Conflicting Events Regulation.** A second exclusionary provision in the Regulations
27 (Section V.A.2–3, the “Conflicting Events Regulation”) grants Tour Commissioner Monahan with the
28 discretion to prohibit Plaintiffs and all other Tour members from playing in any other golf tournament

1 anywhere in the world. Exhibit 1. Commissioner Monahan has exercised his discretion to foreclose
2 competition from LIV Golf by preventing any Tour members from participating in any LIV Golf
3 events, under penalty of career-threatening suspensions.

4 70. The Conflicting Events Regulation contains two components, each of which the Tour
5 has employed to attack Plaintiffs in its effort to foreclose LIV Golf's entry. First, the provision
6 prohibits any Tour member from playing in any other golf tournament in North America during any
7 week when the Tour sponsors or co-sponsors an event—without exception, even when the player is not
8 playing in the Tour event. Because the Tour typically sponsors or co-sponsors events approximately
9 48 weeks per year, the Conflicting Events Regulation effectively prevents independent contractor Tour
10 members from ever playing in non-PGA Tour events in North America. Second, the Regulations also
11 prohibit Plaintiffs and all other Tour members from playing in any events *outside* North America during
12 weeks in which the Tour is sponsoring or co-sponsoring an event, unless the Commissioner grants a
13 release. These releases are limited to three per year, and the Commissioner has complete discretion to
14 deny them.

15 71. The releases the Commissioner can choose to grant do not permit meaningful
16 competition by other tours. No releases are permitted for any event in North America. Even as to
17 international events, the Commissioner retains “sole discretion” to deny a release. Exhibit 1. While
18 the Tour has historically granted releases for international events, the Tour changed its practice once
19 the threat of potential competitive entry became evident. For the LIV Golf London Invitational, the
20 Tour denied releases for all members. In doing so, Commissioner Monahan clarified that the Tour
21 denied the requested relief because LIV Golf is organizing a tour that competes with the PGA Tour in
22 North America. The Commissioner's vice president wrote, “While releases have been granted in
23 limited circumstances for one-off events outside North America or for events outside of North America
24 on tours based exclusively outside of North America, the event for which you have requested a release
25 is the first in an eight-event “2022 LIV Golf Invitational Series” season, and more than half of them
26 will be held in the United States.” Furthermore, even if the Commissioner did not exercise his
27 discretion to attack competition, the Regulation provides that a player may obtain only three
28 Conflicting Event releases per season, and may do so only if he also plays in a minimum of 15 Tour

1 cosponsored or approved tournaments. Also, the PGA Tour Commissioner is only required to give a
2 player a decision 30 days in advance of the event, which makes it difficult for those planning
3 international events to know which players will be permitted by the Tour Commissioner to play in the
4 field.

5 72. The scope of this Conflicting Events Regulation is expanded by another provision in the
6 Regulations which provides that in any week in which a Tour, PGA Tour Champions, Korn Ferry Tour,
7 PGA Tour *Latinoamerica*, PGA Tour Canada, or PGA Tour China cosponsored tournament is
8 scheduled, no Tour member may participate in any golf activity (including public exhibitions, clinics,
9 and pro-ams) in the same geographic area without the prior approval of the Commissioner.

10 73. The Tour has made clear that it will weaponize the Conflicting Events and the Media
11 Rights Regulation to attack competition. In January 2020, Commissioner Monahan told a meeting of
12 PGA Tour members that the Tour will impose “strict enforcement of the Conflicting Event and Media
13 Rights/Release rules” on players to prevent them from playing golf on a competing tour. When
14 Plaintiffs participated in the LIV Golf London Invitational, Commissioner Monahan summarily
15 suspended them within an hour of tee-off. Then, to expand the *in terrorem* effect of the suspension on
16 all other Tour members, Commissioner Monahan immediately notified all PGA Tour members of his
17 action.

18 74. The Tour has forced members of the Korn Ferry Tour—the developmental tour—like
19 Plaintiff Uihlein, to be bound by the same Regulations and has enforced them to punish young
20 developing professional golfers who play in LIV Golf. The PGA Tour has even banned golfers who
21 are members in good-standing of the European Tour from the European Tour events it co-sanctions
22 with the PGA Tour simply because they played in a LIV Golf event, including members of the
23 European Tour who were granted permission to play in the LIV Golf event.

24 75. The Tour’s attack on LIV Golf is not the first time the Tour has used the Media Rights
25 and Conflicting Events Regulations to attack nascent competitive entry. Before LIV Golf, the last
26 meaningful threat of competitive entry to challenge the PGA Tour was the World Golf Tour, led by
27 Greg Norman, which attempted to launch in 1994. In response, then-Tour Commissioner Tim Finchem
28 wrote to Mr. Norman that the Tour would not grant conflicting event releases for “events held within

1 the United States” and that it would only grant a media rights release if the World Golf Tour would
2 pay a prohibitive sum to the PGA Tour. And even then, the Tour’s releases would only be granted for
3 events held on a Monday, Tuesday, or Wednesday. The Commissioner also threatened Tour members
4 that they would lose PGA Tour membership cards if they joined the competing tour. Within days, the
5 World Golf Tour collapsed. No other meaningful competitive threat emerged for more than a quarter
6 century.

7 76. Plaintiffs are members of the Tour (albeit now subject to lengthy suspensions) and
8 remain subject to the Regulations. They requested releases from the Media Rights and Conflicting
9 Events Regulations to participate in one or more LIV Golf events. The Tour denied their requests and
10 imposed severe punishment when they exercised their rights as independent contractors to play in the
11 LIV Golf events (detailed further below). While the PGA Tour’s charter requires that the PGA Tour’s
12 acquisition of players’ media rights be used “to promote the common interests of professional golfers,”
13 the Tour uses its acquisition of players’ media rights to prevent other promoters from competing for its
14 members’ services.

15 77. Furthermore, after dozens of Tour members (including Plaintiffs) sought Conflicting
16 Events releases to participate in a LIV Golf event in London, the Tour amended its Conflicting Events
17 Release request form to require its members to verify the event would not be shown on any medium in
18 the United States—an impossible verification given modern technology. As the sequence of events
19 makes clear, the Tour added that provision (the Contractual Assurance Confirmation) in response to
20 LIV Golf’s attempted competitive entry. This amendment makes it even harder for Plaintiffs to
21 exercise their independent contractor right to play for other promoters during their off-weeks.

22 **The PGA Tour’s Anticompetitive Response to Potential Competitive Entry in 2020**

23 78. After the PGA Tour used its Media Rights and Conflicting Events Regulations to deter
24 entry by the World Golf Tour in 1994, there was no attempted entry into professional golf for over 25
25 years. Then, in late 2019 and into 2020, a number of the individuals and entities, some of whom who
26 later became involved with LIV Golf, attempted to launch a competing tour known as the Premier Golf
27 League (“PGL”). The Tour orchestrated an anticompetitive response that blocked PGL’s attempted
28 entry.

1 79. PGL was a venture involving the Raine Investor Group SPV, World Golf Group
2 (“WGG”), the Public Investment Fund of Saudi Arabia, and Performance 54. PGL developed a
3 proposal for a new golf league, and it approached various golf stakeholders as part of its effort to launch
4 a new elite professional golf tour to compete with the Tour.

5 80. PGL had discussions with player representatives in the fourth quarter of 2019 and began
6 offering contracts to players in January 2020.

7 81. In January 2020, the Tour obtained copies of PGL’s marketing materials and the
8 packages the PGL offered Tour players.

9 82. In response, Commissioner Monahan distributed his Monopoly Manifesto
10 acknowledging that the PGL “would be competitive to the PGA TOUR,” and detailed the PGA Tour’s
11 “response” to “mitigate any impact” from this potential competitive threat.

12 83. In that memorandum, Commissioner Monahan explained that the principal means to
13 defeat the threat of competition was to prevent players from joining the new league. As Commissioner
14 Monahan wrote, “[t]he impact that [the new league] can have on the PGA TOUR is dependent on the
15 level of support it may receive from these players. Without this support, [the new league’s] ability to
16 attract media and corporate partners will be significantly marginalized and its impact on the TOUR
17 diminished.”

18 84. Commissioner Monahan pointed out that PGA Tour members would have “a significant
19 hurdle” to join the new league because the Regulations prohibit players from joining a competing tour.
20 In addition, Commissioner Monahan pointed to a rule he claimed would prevent players from
21 competing in the team format proposed by the new league (based on a rule prohibiting “players having
22 a financial interest in another player”) and prevent players from competing in “conflicting events”
23 except under limited circumstances.

24 85. In the 2020 memorandum, Commissioner Monahan also informed the Tour Policy
25 Board that in November 2019, in response to rumors about potential competitive entry of an upstart
26 international golf tour, the Tour had amended the Regulations to expand the Media Rights Regulation
27 “to ensure that all golf events are unequivocally covered on a global basis.” He also detailed plans to
28 “further crystallize[] these restrictions.”

1 86. Commissioner Monahan proposed two additional revisions to the Regulations, one that
2 would tighten restrictions on conflicting events and a second that would prohibit players from having
3 an equity interest in another's performance, a direct response to the PGL's team concept. On
4 information and belief, these revisions were later adopted.

5 87. In addition, Commissioner Monahan stated that the PGA Tour has "communicated with
6 key members of the Tournament Advisory Council," a group of PGA Tour tournament directors who
7 advise the PGA Tour on its business conditions, "to prepare for a possible entrance of the [new league]
8 to the marketplace." Commissioner Monahan similarly detailed that the PGA Tour has "liaised with
9 each [Major Championships and Governing Bodies] organization to learn of its position regarding [the
10 new league]." And the PGA Tour communicated with the OWGR regarding the new league's
11 eligibility for OWGR ranking points.

12 88. The Monopoly Manifesto described the PGA Tour's efforts to secure commitments
13 from across the global golf ecosystem to foreclose potential competitive entry. Recognizing that the
14 competitive threat from the new league would be greatly strengthened through a partnership with the
15 European Tour, Commissioner Monahan stated that the PGA Tour has "continued discussions with the
16 European Tour about the potential to work more closely together, thereby removing the European Tour
17 as a potential partner of [the upstart competitor]." As described, the PGA Tour did in fact partner with
18 the European Tour to prevent competitive entry.

19 89. Commissioner Monahan and the PGA Tour executed this anticompetitive plan to
20 prevent players from joining the PGL and "remov[e]" others in the ecosystem as potential partners of
21 the PGL, ensuring that the competitive threat from the PGL was thwarted before it could launch.

22 **The PGA Tour Threatens Players Considering Joining The PGL**

23 90. At a Tour players' meeting in January 2020 at Torrey Pines in La Jolla, California,
24 Commissioner Monahan read aloud a message to Tour players similarly detailing some of his messages
25 from his Monopoly Manifesto. In that meeting, Commissioner Monahan told PGA Tour players, "[t]he
26 schedule for the [PGL] is designed to directly compete and conflict with the PGA Tour's FedExCup
27 schedule, and to not conflict with [and be in addition to] the Masters, PGA Championship, U.S. Open
28 and The Open Championship." Then, Commissioner Monahan threatened the Tour members with a

1 ban from the PGA Tour if they joined the PGL or any other new league, stating: “If the Team Golf
2 Concept or another iteration of this structure becomes a reality in 2022 or at any time before or after,
3 our members will have to decide whether they want to continue to be a member of the PGA Tour or
4 play on a new series.”

5 91. As Commissioner Monahan made clear, the Tour demanded exclusivity from its
6 independent contractor members, under penalty of a ban from the Tour.

7 92. In March 2020, Monahan repeated his threats to the players, stating that the Tour would
8 “vigilantly protect [the Tour’s] business model” from the competitive entrance of a new league.

9 93. The Tour’s threats to the players’ livelihoods had their intended effect. As one player
10 was quoted anonymously in a leading golf publication in early 2020, “the risk of getting banned by the
11 PGA Tour has to be an obvious concern.” Many other Tour Members felt the same. As of 2020, the
12 potential harm to Plaintiffs resulting from a ban from the Tour made the idea of signing on to a new
13 start-up too risky to bear. Nonetheless, many Tour members—recognizing that they were
14 disadvantaged by the Tour’s monopsonistic control over the market—remained very interested in new
15 playing opportunities in addition to the Tour.

16 **The Tour Induces The European Tour Into a Group Boycott**

17 94. As Commissioner Monahan admitted in his Monopoly Manifesto, the PGA Tour agreed
18 with the European Tour to remove the European Tour as a potential partner of any new entrant.

19 95. Throughout 2020, the PGL had been negotiating with the European Tour to develop a
20 partnership to co-sponsor events, which would have been a key step toward enabling the PGL to launch.

21 96. The co-sponsorship was important because it would have assured that PGL events
22 would qualify players to earn points under the OWGR system. OWGR rankings are used to determine
23 qualification for the Majors. Professional golfers are reluctant to join any tour that does not provide a
24 path to qualify for the Majors.

25 97. Under the rules of the OWGR (on whose board Commissioner Monahan sits), a brand
26 new tour purportedly cannot qualify for OWGR points for at least three years and must be sponsored
27 by one of the six full members of the International Federation of PGA Tours (PGA Tour, European
28 Tour, Asian Tour, Japan Tour, Australasia Tour, and Sunshine Tour). This establishes a barrier to the

1 entry of any new tour: No elite professional tour can sustain in the long-term unless it provides players
2 with a path to earn OWGR points, but no professional tour can secure points until it has existed for at
3 least three years (absent an OWGR waiver of that requirement) and has sponsorship from one of the
4 established International Federation members. To navigate through this Catch-22, the PGL sought to
5 partner with the European Tour as part of its plan to enter and obtain a sponsor for its OWGR
6 application.

7 98. Recognizing the PGL's need for a partnership with the European Tour, the PGA Tour
8 forged an alliance with the European Tour through threats and financial incentives to put a bearhug
9 around the European Tour and cut off a potential partner of the PGL. To obtain this agreement, the
10 Tour threatened rule changes that would have made it more difficult for top European players who
11 participate on the PGA Tour to play in European Tour events.

12 99. The PGA Tour's approach proved highly effective. In November 2020, the European
13 Tour announced that it would not partner with the PGL, but instead it would enter into an alliance with
14 the PGA Tour. One condition of the agreement was that the European Tour not partner with or sponsor
15 the PGL, thereby removing a key partner for the PGL's planned entry. Additionally, through the
16 alliance with the European Tour, PGA Tour Commissioner Monahan secured a seat on the Board of
17 Directors of the European Tour and the PGA Tour made a massive investment in the European Tour
18 and its subsidiaries. The Tour's illegal alliance with the European Tour enabled it to require the
19 European Tour to work in concert with the PGA Tour to prevent competitive entry. The Tour used its
20 strategic alliance with the European Tour throughout the next two years to carry out its anticompetitive
21 scheme to thwart LIV Golf's entry. The Tour entered into the illegal agreement with the illegal purpose
22 to eliminate a competitor and future potential entrants.

23 100. The PGA Tour's efforts to thwart the PGL's entry were successful. The PGL never got
24 off the ground, the venture as it existed disbanded, and the PGL was left with no real prospect of
25 viability. In 2022, the PGL offered to partner with the PGA Tour, but under the Tour's control. The
26 Tour summarily rejected the proposal.

27 101. And through its campaign to destroy the PGL, the PGA Tour had secured an
28 anticompetitive agreement with the European Tour to foreclose any future potential competitive

1 entrants.

2 **LIV Golf Promises Long-Needed Competition**

3 102. After the Tour destroyed PGL's viability and the venture disbanded, LIV Golf formed
4 in 2021. LIV Golf is a new golf company whose goal is to improve professional golf for all
5 stakeholders: fans, players, broadcasters, sponsors, and tournament hosts. It seeks to offer more of
6 what fans, broadcasters, and sponsors want, including an exciting new format that will ensure
7 heightened competition among golf's star players. LIV Golf seeks to modernize the professional game
8 by allowing the game's superstars to realize their true market potential, while enhancing the
9 professional golf marketplace with a dynamic, team-inspired format that will complement individual
10 competition.

11 103. LIV Golf developed a new golf tour (the League) that would include 48 top golfers who
12 would compete both as individuals and on 12 teams of four. The LIV Golf League's format is inspired
13 by the globally successful format for Formula 1 racing.² Twelve headline players would be player-
14 owners, each holding an equity interest in their team and having substantial opportunities to guide their
15 team to on-course and commercial success. Each LIV Golf League team of four was also set to have
16 two substitute players, thereby offering 72 total players the opportunity to play. The player-owner of
17 each team was to select four of the six players to play in a given week. By introducing an innovative
18 format highlighting weekly head-to-head competition among the top players in the game, LIV Golf
19 League's format would have created a more desirable product offering than the PGA Tour format,
20 which has not changed for decades and has the lowest youth viewership of any North American major
21 sport. LIV Golf League was going to include 54-hole tournaments with shotgun starts³ and no cut,
22 offering a faster-paced format with high levels of competition in every tournament, dramatically
23 improving the fan experience.

24 104. The LIV Golf League format was designed as a fan-friendly alternative to the PGA
25 Tour. The proposed "shotgun" format would reduce the number of hours required to watch a

26 _____
27 ² Formula 1 is the world's premier international auto racing series.

28 ³ Shotgun starts are when all golfers in a tournament tee off of different holes at the same time so that they finish their rounds around the same time, as compared to tournaments where all golfers tee off of the first hole and proceed to the eighteenth hole in consecutive fashion.

1 tournament and increase the excitement of the viewer experience. The team format would provide
2 opportunities for team allegiances among fans and lead to multiple levels of competition within any
3 given tournament. The LIV Golf League would also benefit sponsors, advertisers, and other
4 stakeholders, as each team was to be independently commercialized with freedom to develop and select
5 team sponsors and a home city or region. LIV Golf had strategies for improved broadcast output and
6 an entertainment experience with more storylines and content.

7 105. The LIV Golf League was also set to improve conditions for players. In contrast to the
8 PGA Tour's stagnating tournament purses (until LIV Golf emerged), with about half the players not
9 making the cut and earning nothing in any given tournament, LIV Golf League was set to introduce
10 the benefits of competition to players, including offering players greater economic benefits more
11 commensurate with their ability to attract revenue, equity ownership opportunities in their own success,
12 and guaranteed income for every tournament in which they participated. LIV Golf would not require
13 players to sign away their name, image and likeness rights for non-LIV Golf events. LIV Golf also
14 would not foreclose players from playing in other tournaments during weeks in which LIV Golf is not
15 playing, which would respect players' independent contractor status and allow them to participate in
16 other tournaments and tours (to the extent not banned by the Tour).

17 106. The introduction of competition from the LIV Golf League would provide new and
18 improved options for players, fans, and other stakeholders. Innovation would replace stagnation.
19 Players, fans, sponsors, advertisers, and broadcasters would all benefit. The introduction of the LIV
20 Golf franchise model to the sport of golf—with city, country, and regional affiliations—would engage
21 more fans and increase commercial opportunities.

22 107. The LIV Golf League also aspired to enhance player opportunities more broadly and
23 add meaningfully to the playing opportunities for professional golfers worldwide. It planned to provide
24 qualification opportunities for players not initially selected and to embrace other tours, providing their
25 players with pathways into the League. This format was designed to ensure a high level of competition
26 throughout each season, as well as a fair and inclusive platform for golfers throughout the world,
27 including younger development golfers.

28 108. If not for the anticompetitive conduct of the Tour, the LIV Golf League would have

1 launched in 2022. LIV Golf had developed a ground-breaking business plan. It secured a chief
2 executive officer and Commissioner—Greg Norman, a giant in the world of golf and a highly
3 successful businessman in multiple industries—hired an experienced team of executives, assembled a
4 board, and built out a full front office with dozens of employees and numerous industry consultants
5 and contractors. LIV Golf partnered with the Asian Tour and invested several hundred million dollars
6 in the Asian Tour to sponsor marquee events throughout the world and develop the sport at multiple
7 levels on a worldwide basis. LIV Golf negotiated with broadcast companies, sponsors, venues,
8 advertisers, vendors, and several other business partners who expressed interest in LIV Golf League.
9 All these successful stakeholders indicated, however, that they would commit only when LIV Golf
10 League had signed up the players needed to launch LIV Golf *and*, critically, secured the players’ media
11 rights.

12 109. LIV Golf also sought to cultivate relationships with other tours in the existing golf
13 “ecosystem,” in order to ensure that there were further player pathways into and out of LIV Golf events
14 (both within and across seasons) and to ensure that LIV Golf’s entry would be additive and beneficial
15 to the sport of golf throughout the world. For example, LIV Golf made offers to the Ladies European
16 Tour and the Ladies PGA Tour, which rejected those offers due to the PGA Tour’s opposition to LIV
17 Golf, and due to the PGA Tour’s board seats in those organizations and its control over the golfing
18 world. As described below, the PGA Tour has thwarted LIV Golf’s efforts by spearheading a group
19 boycott designed to exclude LIV Golf from the “ecosystem” and punish any player who plays in any
20 LIV Golf events.

21 **The Tour’s Anticompetitive Response to the Potential Entry of LIV Golf**

22 110. In response to the potential entry of LIV Golf, the PGA Tour has used a carrot-and-stick
23 approach to prevent Plaintiffs and other PGA Tour Members from playing with LIV Golf.

24 111. The carrot is a loosening of the PGA Tour’s purse strings to make somewhat greater
25 compensation available to players than the Tour historically provided. This increased compensation to
26 players in response to competitive entry is direct proof of the PGA Tour’s monopsony power and the
27 anticompetitive effects on players (including Plaintiffs) from excluding competition. When the PGA
28 Tour faced the meaningful threat of competitive entry for the first time in a quarter-century, it suddenly

1 and substantially increased player compensation, thus providing direct proof of the Tour’s monopsony
2 power in suppressing player compensation below competitive levels.⁴ The stick used by the Tour is
3 an array of anticompetitive actions by the PGA Tour to destroy the careers and livelihood of Plaintiffs,
4 their business partners and agents, and anyone who associates with LIV Golf or its players. It is
5 particularly notable that as LIV Golf’s threat of entry grew, and as the press reported increased player
6 interest and player signings, the Tour ramped up the intensity of its punishment and threats. As
7 Commissioner Monahan made clear in his Monopoly Manifesto, the Tour knew that if it could deter
8 players from joining a new league, the new league’s “ability to attract media and corporate partners
9 will be significantly marginalized” and “its impact on the [Tour] diminished.” Particularly for a
10 501(c)(6) organization that is required to further the interests of its members, the Tour’s commitment
11 to attack and destroy the careers of its members in order to defeat competition is striking. The Tour’s
12 conduct is also blatantly anticompetitive, serves no purpose but to harm competition, and cannot be
13 justified under the antitrust laws.

14 112. **The carrot.** In April 2021, in direct response to rumors of LIV Golf’s potential entry
15 into the marketplace, the PGA Tour announced the “Player Impact Program,” a \$40 million bonus pool
16 for the top 10 players on the PGA Tour who drive engagement with sponsors and fans. This new bonus
17 pool, announced by the PGA Tour in response to potential competitive entry, is a clear indicator of the
18 benefits of competition for players. As the PGA Tour recognized, competition in the labor market from
19 LIV Golf will force it to raise compensation to the players or it will lose its talent to the new entrant.
20 The PGA Tour’s “Player Impact Program,” however, was a half-measure, and offered far less than the
21 compensation the players would earn in a competitive labor market.

22 113. In August 2021, in response to reports that LIV Golf’s efforts to secure player
23 commitments were gaining momentum and that the new entrant would offer substantially greater
24 compensation, the Tour announced it would increase the purse sizes for tournaments and bonus pools
25 for the 2021–2022 PGA Tour season by 18 percent compared to the purse size and bonus pools for the
26 2020–2021 PGA Tour season. As noted above, PGA Tour purse sizes had grown at an anemic low-

27 _____
28 ⁴ Despite these increases in compensation in response to LIV Golf’s entry, PGA Tour compensation
for players remains well below competitive levels.

1 single-digit rate for years, but when competitive entry was rumored, the Tour responded with an 18
2 percent increase for the next season. This is clear and direct proof of the Tour's monopsony power,
3 the benefits of LIV Golf's competitive entry, and the harm to competition and Plaintiffs if the Tour is
4 permitted to destroy LIV Golf's nascent entry.

5 114. In October 2021, the Tour announced it would increase the purse size for the Players
6 Championship by \$5 million (from \$15 to \$20 million) and would provide players with a \$50,000
7 bonus if they compete in 15 PGA Tour events.

8 115. In December 2021, the Tour published its increased purse size for 2022 (increasing from
9 \$367 million to \$427 million in aggregate) including: (1) increasing FedEx Cup bonus pool from \$60
10 million to \$75 million; (2) increasing Top 10 Comcast Business Tour bonus from \$10 million to \$20
11 million; (3) increasing the Player Impact Program prize pool from \$40 million to \$50 million; and (4)
12 making official the October 2021 compensation announcements.

13 116. In December 2021, the Tour also disclosed initial plans to copy LIV Golf's team-golf,
14 international, prestigious, exclusive, no-cut, high purse, tournament format. Whereas the Tour and its
15 spokespersons had previously used LIV Golf's new format as an excuse for justifying their opposition
16 to the new entrant, the Tour's announcement that it planned to knock off LIV Golf's format revealed
17 that any opposition based on the new format was merely pretext. And again, the Tour's response to
18 LIV Golf's innovations demonstrates the benefits of competition.

19 117. In February 2022, the Tour leaked further information about its plan to copy LIV Golf's
20 ideas in creating a fall series of team events with high purses and no cuts. With that announcement,
21 the Tour also discussed further plans to increase player compensation, reflecting further competitive
22 benefits of LIV Golf's nascent entry.

23 118. The increased purses and bonuses that the Tour offered in response to LIV Golf's
24 anticipated entry were, however, a half-measure. They are materially less than the compensation the
25 players would earn in a competitive labor market. In a nutshell: before LIV Golf's anticipated entry,
26 the Tour's market power and the barriers to entry it had created allowed the Tour to compensate its
27 players at levels substantially below what would exist in a competitive market. In response to LIV
28 Golf's attempted entry, the Tour increased player compensation on numerous occasions, but still at less

1 than competitive levels. For example, LIV Golf offers tournament purses between 200 percent to 300
2 percent higher than PGA Tour’s purses, including guaranteed income to all participants. The lowest
3 purse on the LIV Golf tour is millions of dollars greater than the largest purse ever offered by the PGA
4 Tour. The point at which compensation becomes competitive will be determined only when the Tour
5 is enjoined from using its anticompetitive threats, retaliations, and restrictive contractual provisions,
6 and has to compete on a level playing field with LIV Golf to secure players’ services.

7 119. Nonetheless, even the early effects of the threat of competitive entry were striking. The
8 Tour increased player compensation several times in response to the potential competitive entry of LIV
9 Golf, totaling *\$135 million* in a matter of a few months. This is clear and direct evidence of the Tour’s
10 monopsony power and the benefits of competition from LIV Golf. It is also direct evidence of the
11 harm to competition that will result if LIV Golf’s competitive entry is thwarted. Without the threat of
12 competition from LIV Golf, the Tour would again face neither competition nor any reasonable
13 likelihood of competition in the future. The Tour would then have both the ability and incentive to
14 suppress player compensation to the sub-competitive levels that existed in the decades before LIV Golf
15 launched.

16 120. In response to the increased compensation from the PGA Tour, players recognized that
17 the threat of competitive entry prompted the changes:

- 18 i. Plaintiff Mickelson: “I’m appreciative of the fact that there is competition, and
19 that leverage has allowed for a much better environment on the PGA Tour,
20 meaning we would not have an incentive program like the PIP [Player Impact
21 Program] for the top players without this type of competition. We would not
22 have the increase in the FedEx Cup money. We would not have the increase in
23 the Players Championship to \$20 million this year if it wasn’t for this threat.”
- 24 ii. Joel Dahmen: “The PGA Tour . . . magically come up with \$40 million for PIP
25 and then there paying us all 50 grand to play 15 events, which is another X
26 million dollars. That’s like, \$50 million they just magically found laying
27 around overnight. The money is there. There’s a way to do it.”
- 28 iii. Plaintiff Kokrak: “I’m curious to see if the PGA Tour would’ve ever increased

1 any of that without this competition.”

2 121. As PGA Tour Member and then-PGA Tour Policy Board Member Jordan Spieth said,
3 “I think as a player overall it [competition from LIV Golf] will benefit us I can only say from my
4 point of view I think that it’s been beneficial to the players to have competition.” PGA Tour member
5 Rickie Fowler said, “I think competition is a good thing, and in business, whatever it may be. . . . if
6 you’re trying to be the best, you want to find ways that you can be better than your competitors. It goes
7 through sport, business, tours, whatever it may be.” And Mr. Fowler noted that these new tours are
8 coming about because the PGA Tour’s stale product left players frustrated: “These tours or leagues,
9 however you want to classify or call them, they wouldn’t really be coming up if they didn’t see that
10 there was more opportunity out there. I’ve always looked at competition being a good thing. It’s the
11 driving force of our game.”

12 122. Then, after LIV Golf had achieved some success with its first LIV Golf Invitational
13 Series event and contracting with some popular golfers, the Tour managed to come up with yet more
14 money to try to deter golfers from leaving the Tour for LIV Golf. On June 21, 2022, just days after
15 LIV Golf London Invitational, the Tour copied LIV Golf’s concept of limited field, no cut, team events
16 with high purses, and announced its version of the events to begin in 2023. In that announcement, the
17 Tour announced another increase of approximately \$54 million to existing events and, in total, over
18 \$100 million purse increases across all of its events. In its announcement to its players, the Tour
19 admitted the increase came from its “reserves.” The Tour had the money, but didn’t compensate the
20 athletes or seek to offer innovative tournament ideas until LIV Golf introduced actual—albeit fragile—
21 competition in the relevant market. On August 1, 2022, the Tour announced the purse amounts for the
22 entire 2022–2023 schedule, which totaled a record \$415 million in prize money in official events and
23 another \$145 million in bonuses—further showing how competition from LIV Golf caused the Tour to
24 increase compensation for players.

25 123. **The stick.** The Tour’s increased purses were not successful in deterring player interest
26 in LIV Golf. As noted, Plaintiffs and other players recognized that competition was good for the game
27 of golf and for them, and the promise of true competition for their services fueled player interest in LIV
28 Golf, which offered a more desirable format, more favorable terms for Plaintiffs and other players (such

1 as owning their media rights), and far greater compensation than the Tour was offering even with the
2 recent increases in compensation. As a result, in a desperate effort to thwart competitive entry and
3 protect its monopoly position, the Tour launched a vicious campaign of threats against its own
4 members, including Plaintiffs, that promised career destruction for any players who joined LIV Golf.

5 124. After news broke in April 2021 that LIV Golf made formal offers to a number of the
6 top players in the world, on May 4, 2021, Commissioner Monahan addressed a meeting of Tour players
7 (including Plaintiffs) and informed the players that any golfer who joined LIV Golf would immediately
8 lose their status as a PGA Tour member and face *a lifetime ban from the PGA Tour*. Plaintiffs were
9 understandably intimidated by the Tour’s threat.

10 125. The Tour intended its threat of lifetime ban to be a serious deterrent. It was. The
11 prospect of leaving the Tour for an upstart golf promoter that could not guarantee its long-term
12 existence, under threat of a lifetime ban from the incumbent monopsonist, was prohibitively risky. If
13 banned from the Tour, the player would face a serious risk of being foreclosed from pursuing his chosen
14 profession, a harrowing prospect for any golfer, and particularly younger golfers capable of 20 or more
15 years of elite play.

16 126. In the 24 hours after the Tour announced that it would impose a lifetime ban on players
17 who join LIV Golf, and after the Tour leaned on them for support, other entities in the golf “ecosystem”
18 issued public statements reinforcing and expanding the Tour’s threat:

- 19 • Seth Waugh, the CEO of the PGA of America, which sponsors the PGA
20 Championship, publicly indicated the PGA of America’s support for the PGA Tour
21 and the European Tour in excluding competition from the “ecosystem of the
22 professional game.” He stated: “We are in full support of the PGA Tour and the
23 European Tour regarding the current ecosystem of the professional game.”
- 24 • Augusta National, which sponsors the Masters, issued a statement that “[t]he PGA
25 Tour and European Tour have each served the global game of golf with honor and
26 distinction. . . . As it has for many decades, the Masters Tournament proudly
27 supports both organizations in their pursuit to promote the game and world’s best
28 players.”

- 1 • A spokesperson for the R&A, which sponsors The Open, stated, “we have deep
2 relationships with the [PGA Tour and the European Tour] and are supportive of
3 them.”

4 127. When the Tour learned that LIV Golf was continuing to talk with players’
5 representatives (including Plaintiffs’ representatives) despite the threat of lifetime bans, the Tour
6 threatened certain of the players’ representatives, saying that it would harm the representatives’ and
7 the players’ business interests if they continued to engage in discussions with LIV Golf.

8 128. The Tour threatened—without basis—Plaintiffs, their representatives, and other players
9 and their representatives, that the Tour would withhold players’ vested retirement funds if they were to
10 join LIV Golf.

11 129. Several player representatives, including those of the Plaintiffs, were threatened that the
12 Tour would use its connections to pressure their sponsors to revoke sponsorship agreements were they
13 to join LIV Golf. Upon information and belief, the Tour successfully pressured sponsors to revoke
14 player sponsorships.

15 **The Tour Uses Its Strategic Alliance with the European Tour to Exclude LIV Golf and Its**
16 **Partners from the “Ecosystem”**

17 130. Before the PGA Tour formed an illegal alliance with the European Tour, the European
18 Tour was a willing partner for prospective innovators and entrants into the global golf ecosystem. This
19 included Golf Saudi and the Saudi investors who ultimately sponsored LIV Golf. For example, in a
20 panel discussion in 2019, European Tour CEO Keith Pelley asserted that Saudi Arabia “are at the
21 forefront of helping us develop the game.” In fact, the European Tour partnered with Golf Saudi in
22 launching the Saudi International, co-sanctioning the tournament for three years from 2019 to 2021.

23 131. While the Tour and those it has leaned on now use the Saudi sponsorship of LIV Golf
24 as a weapon to smear golfers (including the Plaintiffs) who play in LIV Golf events and justify their
25 attacks on the golfers, Mr. Pelley’s statements reveal that attacks on the Saudi sponsorship of LIV Golf
26 are pure pretext. The Tour had no problem entering into a partnership with the European Tour at the
27 same time that the European Tour co-sanctioned the Saudi International and while Mr. Pelley gushed
28 about the prospect of partnering with Golf Saudi to grow the sport. And the Tour has no problem

1 accepting its own sponsorship money from companies that do billions of dollars in business with Saudi
2 Arabia each year. An estimated 23 PGA Tour sponsors conduct regular business with Saudi Arabia
3 each year—an estimated \$40 billion dollars of business with Saudi Arabia. That the PGA Tour eagerly
4 does business with these companies while criticizing golfers for playing on a tour primarily sponsored
5 by the Public Investment Fund of Saudi Arabia is the height of hypocrisy. And it exposes as pure
6 pretext any notion that the Tour is orchestrating an attack on the players because the Tour is somehow
7 unable to do business with anyone who has business connections to Saudi Arabia. The Tour’s
8 campaign to destroy these players is purely about defeating competition.

9 132. The European Tour’s support for Golf Saudi changed starkly once the European Tour
10 entered into its alliance with the PGA Tour and when Golf Saudi supported a potential competitive
11 entrant to the PGA Tour.

12 133. The Tour’s agreement with the European Tour to form a group boycott to block
13 competitive entry that could challenge the PGA Tour’s dominance is a matter of public record. For
14 example, on May 4, 2021, the European Tour released a statement that “we are aligned with the PGA
15 Tour in opposing an alternative golf league, in the strongest possible terms.”

16 134. Just over a week later, on May 12, 2021, European Tour Commissioner Keith Pelley
17 wrote to representatives of Golf Saudi, noting its understanding that “Golf Saudi appears to be leading
18 the current pursuit of a new golfing enterprise, referred to widely as the Super Golf League or [LIV
19 Golf].” Commissioner Pelley wrote that the European Tour believed Golf Saudi was “talking to our
20 members about joining this **rebel enterprise**.” In an effort to deter Golf Saudi from supporting a new
21 entrant, Commissioner Pelley threatened that the European Tour would refuse to co-sanction the Saudi
22 International (which the European Tour had co-sanctioned since 2019) unless Golf Saudi “publicly
23 denounce[d] [LIV Golf].”

24 135. Commissioner Pelley also made clear that his threats to Golf Saudi were in furtherance
25 of the European Tour’s anticompetitive agreement with the Tour to lock arms in a global “ecosystem”
26 to foreclose LIV Golf’s entry:

27 We had, and indeed still have, aspirations of working with Golf Saudi in
28 continuing to build the Saudi International into a world class event, and indeed
look for other opportunities and have shared this view with our Strategic

1 Alliance partners at the PGA TOUR.

2 It is, however, impossible for us to continue those discussions while Golf Saudi
3 is championing an alternative Tour that we believe is detrimental to both the
4 European Tour, the PGA TOUR and global professional golf. I know PGA
5 TOUR Commissioner Jay Monahan feels the same.

6 We would therefore encourage you in the strongest possible terms to publicly
7 denounce SGL as soon as possible which would allow us to reopen dialogue
8 about the Saudi International and how Golf Saudi, operating *inside* the
9 ecosystem, could resume the joint vision we began in 2017.⁵

10 136. The Tour and the European Tour also threatened other prospective partners of LIV Golf,
11 making clear that they will seek to punish those who support LIV Golf by excluding them from the so-
12 called world golf “ecosystem.” For example, LIV Golf sought to enter into a relationship with the
13 Asian Tour to co-sanction LIV Golf’s tournaments to ensure that players would qualify for OWGR
14 points (which, as described above, is essential to the long-term success of an elite level tour) and to
15 establish a broader relationship for investment in the Asian Tour to grow the sport globally. In
16 response, the European Tour sent a list of “Consequences” to the CEO of the Asian Tour—under the
17 logos of the European Tour and the PGA Tour—that the Asian Tour would suffer if it entered into any
18 partnership with LIV Golf. Those consequences included (1) eliminating a “[p]athway for Asian Tour
19 members onto European Tour,” (2) taking away “[e]xisting tournaments we co-sanction, totaling in
20 excess of US\$10m of prize money and 250 playing opportunities,” (3) eliminating all future “co-
21 sanctioned tournaments between the European Tour/PGA TOUR and Asian Tour” and (4) the Asian
22 Tour would lose its “[p]osition within existing global golf ecosystem.” Notably, the European Tour
23 and Tour threatened not only to punish the Asian Tour directly, but to punish golfers on the Asian Tour
24 by eliminating a “pathway for Asian Tour members onto [the] European Tour” and by removing prize
25 money that had previously been available to Asian Tour members. Despite these threats, LIV Golf
26 was able to offer constructive collaboration and investment in the Asian Tour sufficient to convince
27 the Asian Tour to partner with LIV Golf in the face of the threats from the European Tour and Tour.

28 137. Despite these threats, LIV Golf and its sponsors continued in its effort to work
constructively with existing golfing bodies in its effort to grow the sport. For example, on July 5, 2021,

⁵ “SGL” in Commissioner Pelley’s email stands for Saudi Golf League and refers to the entity and potential entrant that is now known as LIV Golf.

1 representatives of the entities that would sponsor LIV Golf met in Malta with leaders of European Tour.
2 They presented an offer that would have made the European Tour a partner in innovating in the sport
3 worth up to \$1 billion for the European Tour. As reflected in the meeting minutes provided by a
4 representative of the European Tour’s title sponsor (DP World), the representatives from European
5 Tour were “[g]rateful for the detailed work and preparation” and “[c]onfirmed” the LIV Golf series
6 had “appeal and fit.” However, the European Tour representatives “**stated main issue is US PGA**
7 **mighty power and need to avoid a collision course between ET and PGA.**” Simply put, partnering
8 with LIV Golf was good for the European Tour, its members, and the sport of golf, but the European
9 Tour feared the “mighty power” of the PGA Tour, turning down the opportunity to partner with LIV
10 Golf because of its “need to avoid a collision course between ET and PGA.”

11 138. When Golf Saudi did not yield to Commissioner Pelley’s May 2021 demand that it
12 “publicly denounce” LIV Golf, the European Tour followed through on its threat to refuse to continue
13 sanctioning the Saudi International. Then, in August 2021, the Tour announced through the press that
14 it would not grant any PGA Tour members conflict releases for the Saudi International as it had done
15 since 2019, because the Saudi International was no longer sanctioned by the European Tour.

16 139. In response to the PGA Tour’s threats to deny releases to play in the Saudi International,
17 the players expressed their concerns:

- 18 a. Sergio Garcia: “When you get banned from playing, or whatever, it hurts the game. . . .
19 People want to see us play all around the world and enjoy us wherever we go.”
- 20 b. Rory McIlroy: “My view as a professional golfer is I’m an independent contractor, I
21 should be able to play where I want if I have the credentials and I have the eligibility to
22 do so. . . . Just the one thing I would worry about is if guys want to go to Saudi and they
23 are going to make ten percent of their yearly income just by going and playing and [the
24 PGA Tour is] restricting them from doing that, punishing them, that creates resentment
25 for the players and that creates a problem between the tours.”
- 26 c. Xander Schauffele: “I feel like there just needs to be some sort of counter in the way
27 certain things work. I’ll try and do what I need to do, and they’ll tell me what I can and
28 can’t do at a certain point, but I feel like they need to counter. They can’t just tell me

1 no, you can't do this and then just kick rocks, kid. That's not really how I'd want to do
2 things.”

3 140. Despite the Tour's threat, the demand from the Tour members to play in this non-Tour-
4 sanctioned event was so strong that over 30 players (including Plaintiffs Mickelson and DeChambeau)
5 sought releases to play in the Saudi International. In response to this pressure from the players, the
6 Tour granted the release requests under the Conflicting Events and Media Rights Regulations, but
7 imposed conditions on the players (including Plaintiffs). The Tour informed players that the
8 Regulations fully supported the denial of the players' requests but that it would permit players to play
9 in the Saudi International provided that: (1) players who have not played in the AT&T Pebble Beach
10 Pro-Am (a PGA Tour event that takes place annually in this district) at least once in the last five years
11 must commit to playing Pebble Beach at least twice in the next three years; and (2) players who have
12 played Pebble Beach at least once in the last five years must commit to play Pebble Beach at least once
13 in the next two years. The Tour did not impose these conditions and restrictions when it granted past
14 releases—it did so only after Golf Saudi refused the threat to denounce and boycott LIV Golf.

15 141. In a message to European Tour members, Commissioner Pelley made clear that the
16 opposition to having players participate in the Saudi International, which the European Tour had co-
17 sanctioned from 2019 to 2021, was purely an attack on competition from LIV Golf, which he described
18 as “a clear existential threat.” As Commissioner Pelley stated, “we have done everything we can to
19 encourage the Asian Tour and LIV Investments to play within our ecosystem,” letting golfers play for
20 a partner of LIV Golf would “damage” our business. Commissioner Pelley was blunt in conceding that
21 the tours are acting to protect their own business interests, which diverge from the interests of the
22 players whom they are supposed to support: “We want the best for our members but at the same time
23 will vehemently do everything we can to protect your Tour.”

24 142. Similarly, on December 16, 2021, the PGA Tour and European Tour flexed the muscle
25 of their group boycott and made good on their threats to the Asian Tour. After the Asian Tour accepted
26 investment and partnership with LIV Golf, Asian Tour CEO Cho Minn Thant received a call from
27 Martin Slumbers, the CEO of the R&A, which hosts The Open. Mr. Slumbers told Mr. Thant that the
28 R&A would end its years-long practice of giving the Asian Tour Order of Merit winner entry into The

1 Open because the PGA Tour and European Tour, with whom the R&A was aligned, were displeased
2 about LIV Golf's investment in the Asian Tour. Days later, the media confirmed the R&A would
3 revoke the Asian Tour Order of Merit winner's entry into the Open, identifying punishment of LIV
4 Golf as the basis for harming individual Asian Tour players. Once again, the Tour and those it was
5 pressuring were attacking LIV Golf and its partners by punishing golfers who had any association with
6 LIV Golf.

7 143. As LIV Golf's player recruitment efforts continued, the Tour encouraged the European
8 Tour to tighten its grip on its members and ensure they would not leave the "ecosystem" to play with
9 LIV Golf. In threatening and imposing punishment on European Tour members, Commissioner Pelley
10 made clear that it was doing so (1) pursuant to its agreement with the PGA Tour, (2) in an effort to
11 thwart competition from LIV Golf, and (3) that the punishments were aimed at coercing players to act
12 contrary to their individual interests. For example, on April 19, 2022, Commissioner Pelley wrote to
13 European Tour members, reminding them of the European Tour's Conflicting Events Regulation. He
14 stated: "Conflicting events, regardless of how attractive they might appear to you personally,
15 potentially compromise our efforts in these areas and could significantly hurt your Tour in both the
16 short and long term." He continued: "Please, therefore, continue to bear this bigger picture in mind,
17 particularly considering some of these conflicting events in 2022 are scheduled directly opposite some
18 of our most prestigious 'heritage events.'" He also stated: "We are unwavering in our belief that
19 working together with PGA Tour . . . will make our sport less fractured and benefit global golf."

20 144. As part of their concerted efforts to tighten the reins, on June 24, 2022, the PGA Tour
21 and European Tour suspended golfers who participated in the initial LIV Golf tournament from their
22 three co-sanctioned events—the Scottish Open, Barbasol, and Barracuda Championships—and fined
23 the suspended golfers €100,000. They further threatened to double the sanctions for future violations
24 (which all participants in the second LIV Golf tournament in Portland, Oregon had already committed).

25 145. Just four days later, on June 28, 2022, the PGA Tour and the European Tour announced
26 a further agreement to solidify their strategic alliance whereby: (1) the PGA Tour invested more in the
27 European Tour Productions (the European Tour's media arm) to take a 40% share; and (2) the PGA
28 Tour arranged for the European Tour to be a direct feeder tour into the PGA Tour, with the top 10

1 performing golfers on the European Tour earning PGA Tour cards. In a press conference announcing
2 the agreement, when asked whether players who play in LIV Golf events could earn the tour cards,
3 European Tour Commissioner Pelley and PGA Tour Commissioner Monahan both struggled to answer,
4 until Commissioner Pelley conceded their plan to impose total bans on golfers who participate in LIV
5 Golf events: “This won’t come into place until next year and I honestly don’t think we’ll have that
6 problem by then” because LIV Golf players will not be permitted to play on the European Tour to earn
7 a PGA Tour card.

8 146. The PGA Tour’s agreement with the European Tour to form a group boycott against
9 LIV Golf and its players is further reflected in the punishments the European Tour imposed on its
10 members who participated in LIV Golf events. The European Tour has historically considered playing
11 in a competing event without a release to be a minor breach of its Regulations, with a punishment of
12 €12,000 for a violation. In contrast, when its members participated in the first LIV Golf event, the
13 European Tour issued punitive sanctions at the behest of the Tour, including fines of approximately
14 €100,000 and suspensions from the three events the European Tour co-sanctions with the PGA Tour
15 (but not other European Tour events not co-sanctioned by the PGA Tour), and threatened that
16 participating in further LIV Golf events would lead to double fines and suspensions. To engineer these
17 punishments, the European Tour first amended its regulations twice—after entering into the illegal
18 alliance with the PGA Tour—to make the relevant violation of the European Tour’s Regulation a
19 “Serious Breach,” which would give the Commissioner discretion to punish players and expand the
20 scope of the Regulation.

21 147. On July 1, 2022 three of the golfers suspended from the co-sanctioned events, Ian
22 Poulter, Adrian Otaegui, and Justin Harding, sued the European Tour to stay their suspensions and
23 allow them to participate in the Scottish Open. The players challenged the European Tour’s sanction
24 process as unfair and partial, and challenged the legality of its regulations. They also challenged the
25 sanctions as contrary to the European Tour’s interest, as it was clear the European Tour was acting in
26 concert with the PGA Tour.

27 148. The matter was referred to an arbitrator (pursuant to European Tour rules and an
28 agreement between the players and the European Tour to stay the players’ suit), who granted the

1 players' request to stay their suspension from the Scottish Open until the merits of their appeal could
2 be heard before an independent panel. The arbitrator reasoned that European Tour CEO and
3 Commissioner Keith Pelley undertook "no process . . . close to replicating the guidelines for a
4 disciplinary hearing" and "was on record as having made strong adverse public statements on LIV,"
5 and, as the European Tour stated itself, he was "necessarily partial."

6 149. On July 1, 2022, the PGA Tour demonstrated its power over the European Tour, and
7 laid bare its purely anticompetitive motives in banning participants in LIV Golf events from its
8 tournaments, by banning from the co-sanctioned events in the United States (the Barbasol and the
9 Barracuda) all European Tour golfers in good standing who had played in the LIV Golf London
10 Invitational. These golfers were not members of the PGA Tour, and thus could not have violated any
11 PGA Tour rule. And even though they are members of the European Tour, they had not violated any
12 European Tour rule because they were permitted by the European Tour to participate in the LIV Golf
13 event.⁶ Nonetheless, the PGA Tour barred these golfers from playing in co-sanctioned events, because
14 the PGA Tour has a policy of total foreclosure of LIV Golf players from any of its events.

15 150. On July 20, 2022, in furtherance of its agreement with the Tour to boycott LIV Golf and
16 those who associate with it, the European Tour removed Henrik Stenson as the European Team's 2023
17 Ryder Cup Captain because he joined LIV Golf.

18 **PGA Tour Leans on the Majors to Do Its Bidding Against LIV Golf**

19 151. The Tour's threats to impose bans on players who join LIV Golf are vastly strengthened
20 if the ban encompasses not only PGA Tour events, but also the four annual Major Championships—
21 the PGA Championship, the Masters, the Open, and the U.S. Open—as well as the biannual Ryder
22 Cup. Participating in and winning the Majors and the Ryder Cup are the ultimate goal of most top
23 professional golfers. And, in turn, one of the goals of playing on a tour each year is to secure
24 qualification to the Majors and the Ryder Cup. The Tour is aware that if it can foreclose LIV Golf
25 players from having access to these events—or even create enough credible doubt about whether
26 participation in LIV Golf will end a player's chance of playing in those events—LIV Golf will find it

27
28 ⁶ The golfers did not need a release from the European Tour to play in the LIV Golf London event
because they had not qualified for the conflicting event on the European Tour. Thus, the golfers had
not breached any European Tour rule and were not subject to any discipline from the European Tour.

1 prohibitively difficult to sign and sustain a critical mass of players to field a competitive elite-level
2 tour. Accordingly, the Tour has pressured and encouraged the Major organizations to join its group
3 boycott and to prevent LIV Golf from entering the global golf ecosystem.

4 152. For example, in January 2020, PGA Tour Commissioner Jay Monahan wrote in his
5 Monopoly Manifesto: “We have liaised with each [Major] organization to learn of its position
6 regarding Private Equity Golf.”

7 153. As with the Tour’s ramping up of its player threats over time as the threat of LIV Golf’s
8 competitive entry has grown, the Tour’s pressure on the Major organizations has grown over time as
9 well. For example, as part of its strategy to pressure the Majors into doing its bidding, in July 2022,
10 the Tour had its 2022 Presidents Cup Captain and Hall of Fame Golfer Davis Love III use his position
11 and influence to publicly encourage Tour members to enter into a group boycott of the Majors if the
12 Majors do not ban all players who have played in LIV Golf. As Mr. Love stated, in encouraging a per
13 se unlawful group boycott among Tour members: “Well, here’s the biggest lever; and it’s not the nice
14 lever. But if a group of veterans and a group of top current players align with 150 guys on the Tour,
15 and we say, ‘Guess what? We’re not playing,’ that solves it, right? If LIV guys play in the U.S. Open,
16 we’re not playing. If they sue in court, and they win, well, we’re not playing. You know, there won’t
17 be a U.S. Open. It’s just like a baseball strike.” As Mr. Love’s comments make clear, the Tour and its
18 representatives view themselves as being above the law, exempt from the requirements of the Sherman
19 Act, and free to engineer a self-help group boycott aimed at frustrating any injunction entered by this
20 Court.

21 154. **The PGA Championship and the Ryder Cup.** The PGA of America is a separate
22 entity from the PGA Tour, which organizes the PGA Championship and co-organizes the Ryder Cup
23 along with the European Tour. The PGA of America has a representative, President Jim Richerson, on
24 the PGA Tour Policy Board. On May 4, 2021, during a time when LIV Golf was gaining momentum
25 in attracting players’ interest and on the eve of the PGA Championship in South Carolina, the CEO of
26 the PGA of America, Seth Waugh, stated publicly that the PGA of America was aligned with the Tour
27 in opposing LIV Golf’s competitive entry. Specifically, he said, “We [PGA of America] are in full
28 support of the PGA Tour and the European Tour regarding the current ecosystem of the professional

1 game.” Then, two weeks later, Mr. Waugh said that the PGA of America would ban players from
2 future PGA Championships and the Ryder Cup if they joined LIV Golf. Specifically, Mr. Waugh said,
3 “If someone wants to play on a Ryder Cup for the U.S., they’re going to need to be a member of the
4 PGA TOUR—excuse me, a member of the PGA of America, and they get that membership through
5 being a member of the TOUR. . . . It’s a little murkier in our championship, but to play from a U.S.
6 perspective you also have to be a member of the TOUR and the PGA of America to play in our
7 championship, and we don’t see that changing.” Mr. Waugh went on to state, “I believe the Europeans
8 feel the same way. And so I don’t know that we can be more clear than that.” Mr. Waugh’s public
9 threat inaccurately characterized the PGA of America’s Constitution, as there are many ways to be a
10 member of the PGA of America beyond being a member on the PGA Tour.

11 155. At the September 2021 Ryder Cup, PGA of America representatives privately
12 threatened golfers and their representatives that they would be banned from future Ryder Cups and the
13 PGA Championship if they joined LIV Golf.

14 156. Mr. Waugh repeated the threat a year later at the 2022 PGA Championship. He said,
15 “As I said, we’re a fan of the current ecosystem and world golf ranking system and everything else that
16 goes into creating the best field in golf. Right now we really—I don’t know what it’ll look like next
17 year. We don’t think this [LIV Golf] is good for the game and we are supportive of that ecosystem.
18 We have our own bylaws that we will follow towards those fields.” He was then asked by the media,
19 “I’m sorry do your bylaws preclude letting those players [players who played in LIV Golf] play?” Mr.
20 Waugh responded, “Not specifically, but our bylaws do say that you have to be a recognized member
21 of a recognized Tour in order to be a PGA member somewhere, and therefore eligible to play.”

22 157. And then, in June 2022, the 2023 PGA of America Ryder Cup Captain Zach Johnson
23 repeated the same unfounded threat and expanded it to suggest that Plaintiffs will not be eligible for
24 the 2023 Ryder Cup. When he was asked by the media whether a player who plays in LIV Golf will
25 be eligible for his 2023 Captain Picks, he responded, “The way that we’re members of the PGA of
26 America is through the PGA Tour. I’ll let you connect the dots from there.”

27 158. *The Open*. The R&A, the global golf rules organization and promoter of The Open
28 Championship, has taken multiple actions to support the PGA Tour’s efforts to exclude LIV Golf. For

1 example, the R&A has taken away the Asian Tour’s Order of Merit winner’s entry into the Open
2 Championship in order to deter the Asian Tour from partnering with LIV Golf. Similarly, the CEO of
3 the R&A (Martin Slumbers) and the Chairman of Augusta National (Fred Ridley) called the CEO of
4 the Asian Tour (Cho Minn Thant) to threaten consequences relating to the Asian Tour’s position in the
5 current “ecosystem” if the Asian Tour continued to support LIV Golf and its LIV Golf Invitational
6 Series. More recently, in July 2022, the R&A demonstrated its alignment with the PGA Tour by
7 publicly disinviting two-time Open Championship winner Greg Norman from champions events at the
8 150th Open Championship because he is the CEO of LIV Golf. The R&A also informed Mr. Mickelson
9 he was not welcome. And, at the Open Championship in July 2022, R&A CEO Martin Slumbers
10 suggested that players who play in LIV Golf may not be eligible or qualify for future Open
11 Championships, and that it would be harder for them to make it in the tournaments.

12 159. *The Masters.* Augusta National, the promoter of The Masters, has taken multiple actions
13 to indicate its alignment with the PGA Tour, thus seeding doubt among top professional golfers whether
14 they would be banned from future Masters Tournaments. As an initial matter, the links between the
15 PGA Tour and Augusta National run deep. The actions by Augusta National indicate that the PGA
16 Tour has used these channels to pressure Augusta National to do its bidding. For example, in February,
17 2022 Augusta National representatives threatened to disinvite players from The Masters if they joined
18 LIV Golf. In addition, Augusta National Chairman Fred Ridley personally instructed a number of
19 participants in the 2022 Masters not to play in the LIV Golf Invitational Series. Plainly, these threats
20 to top players served no beneficial purpose, as they would only serve to weaken the field in the Masters.

21 160. In May, 2022 the PGA Tour also encouraged Augusta National representatives to attend
22 Tour Player Advisory Council meetings to discuss ramifications for players participating in LIV Golf
23 events, further demonstrating how the Tour has leaned on Augusta National to aid it in dissuading
24 golfers from joining LIV Golf.

25 161. And, when LIV Golf CEO Greg Norman asked Mr. Ridley if he would meet with him
26 to understand LIV Golf’s business model and discuss how LIV Golf could operate in the existing
27 professional golf world, Mr. Ridley declined the invitation—another example of LIV Golf trying to
28 work with existing golfing entities and being turned away before even getting an opportunity to show

1 them what LIV Golf is about.

2 162. In addition, the Tour and others are utilizing their positions on the Governing Board of
3 the OWGR to create enough credible doubt about whether LIV Golf will be eligible for OWGR points
4 and whether players who participate in OWGR will be able to earn points playing in LIV Golf
5 tournaments.

6 **The Tour Announces Policy to Permanently Ban Players Who Join LIV Golf**

7 163. Between January 2020 and February 2022, the Tour increased the severity of its threats
8 of punishment to any player who would consider joining LIV Golf, as well as threats to the players'
9 representatives and entities involved in golf sponsorship and advertisement. These threats, both
10 individually and in combination, were anticompetitive acts that harmed Plaintiffs and tortiously
11 interfered with the Plaintiffs' business relationships.

12 164. With multiple press reports in early 2022 describing LIV Golf's forward momentum
13 and reporting that LIV Golf was nearing the critical mass needed to launch its tour, the Tour once again
14 increased its threats to the players. In February 2022, the Tour gathered the agents of players (including
15 Plaintiffs' agents) who were assembled for a Tour event in Los Angeles, California and informed them
16 that the Tour would impose a lifetime ban on any player who signed with LIV Golf. This threat was a
17 significant deterrent for players to take the risk to join LIV Golf. At that time, LIV Golf had not held
18 its first tournament, and there was simply too great of a risk of career destruction in the face of such
19 unlawful and brazen threats. For example, one star player, who had been in favor of joining the LIV
20 Golf League before the threat, stated that younger players were "s***ting in [their] pants" in response
21 to this threat, and that he was not sure how LIV Golf could get the players it needed with the Tour's
22 lifetime ban threat.

23 165. On February 22, 2022, Commissioner Monahan addressed a meeting of Tour players at
24 the Honda Classic and reiterated that any player who joined LIV Golf would receive a lifetime ban
25 from the Tour. According to an article quoting an anonymous player present at the meeting,
26 Commissioner Monahan told players that if they were going to play in the league operated by LIV Golf
27 to "walk out that door now" and "made the ban seem like it was in all capital letters."

28 166. The Tour's threats of punishment and career destruction greatly affected LIV Golf's

1 ability to sign enough elite professional golfers to fill out its League. Some players (including Plaintiff
2 DeChambeau) who had previously signed contracts with LIV Golf were forced to publicly profess
3 loyalty to the Tour. Other players who had previously agreed in principle to all terms with LIV Golf
4 informed LIV Golf that they now could not sign, and instead publicly professed loyalty to the Tour.
5 Players who had been enthusiastic about joining LIV Golf informed LIV Golf that they regrettably
6 could not join in light of these threats. Just as Commissioner Monahan had predicted in his 2020
7 Memorandum outlining the PGA Tour's plan to attack a new entrant, a competing tour without player
8 support would prove unable to pose a competitive threat to the PGA Tour.

9 167. The Tour's lifetime ban policy had its desired effect, as LIV Golf League's 2022 launch
10 plan died. Plaintiffs were denied the opportunity for increased playing and income opportunities and
11 sustained competition for their services.

12 **LIV Golf Invitational Series**

13 168. Forced to scrap its plans for a 2022 launch of the League, LIV Golf regrouped and
14 developed a substantially scaled-down launch plan that became known as the LIV Golf Invitational
15 Series. The Invitational Series did not include franchised teams or other planned League features, and
16 promised two fewer events in 2022. Instead, on March 16, 2022, LIV Golf announced that the
17 Invitational Series would feature an eight-event series showcasing a new golf format starting in June
18 2022. The format features both individual and team play, and offers more than \$250 million dollars in
19 prize purses. The first seven LIV Golf Invitational Series events each carry a purse of \$25 million
20 dollars, comprised of \$20 million dollars in individual prizes (all players in the field earn a share) and
21 \$5 million dollars, split among the top three teams. Following the first seven LIV Golf Invitational
22 Series events, an Individual Champion will be crowned and a \$30 million dollar bonus prize will be
23 split among the top three individual performers throughout the series. The eighth LIV Golf Invitational
24 Series event will be a Team Championship that will provide an additional \$50 million dollars in total
25 prize funds. The LIV Golf Invitational 2022 schedule started with the LIV Golf London Invitational
26 on June 9–11, 2022, the LIV Golf Portland Invitational at the Pumpkin Ridge Golf Club on June 30–
27 July 2, 2022, and the LIV Golf New York Invitational in Bedminster, New Jersey on July 29–31, 2022.
28 The remaining LIV Golf scheduled events are:

- 1 • Sept. 2–4: The International – Boston, Massachusetts
- 2 • Sept. 16–18: Rich Harvest Farms – Chicago, Illinois
- 3 • Oct. 7–9: Stonehill Golf Club – Bangkok, Thailand
- 4 • Oct. 14–16: Royal Greens Golf Club – Jeddah, Saudi Arabia
- 5 • Oct. 28–30: Trump Doral Golf Course – Miami, Florida

6 169. During weeks in which there is no LIV Golf Invitational Series tournament, LIV Golf
7 encourages players to play wherever they choose, including Tour events, other events on other tours,
8 or events that might be created in the future (and which are currently prevented from developing
9 because of the Tour’s restrictive rules).

10 **Efforts to Prevent and Harm LIV Golf’s Invitational Series**

11 170. On March 15, 2022, LIV Golf Commissioner and CEO Greg Norman sent emails
12 regarding the LIV Golf Invitational Series to approximately 250 top professional golfers (including
13 Plaintiffs). Plaintiffs were excited that LIV Golf was going to host tournaments despite the obstacles
14 the Tour put in its path. On March 23, 2022, LIV Golf formally invited the same group of players to
15 participate in the LIV Golf Invitational Series. Several players (including Plaintiffs) reached out to
16 LIV Golf to say that they were interested in playing in the Invitationals, but they were concerned about
17 doing so in light of the Tour’s threats to players. Plaintiffs remained interested in LIV Golf and
18 continued discussions, as did others.

19 171. Plaintiffs and many other players (at least 170 golfers) filed entry application for LIV
20 Golf Invitational Series’ first event. Plaintiffs and, on information and belief, some 80 Tour members
21 sought conflicting events and media rights releases from the PGA Tour under the Conflicting Events
22 and Media Rights Regulations.

23 172. In furtherance of its monopsony and its illegal agreement with the European Tour, on
24 May 10, 2022, the Tour denied *all* requests from Tour members to participate in LIV Golf Invitational
25 Series events. The denials were striking, because the Tour has historically granted releases to players
26 to permit them to participate in events outside the U.S., but in this case the Tour issued an across-the-
27 board denial for an event taking place in London. In its letter to the players denying the release requests,
28 the Tour made clear that the reason it was departing from past practice was that LIV Golf planned to
compete against the PGA Tour in North America:

1 While releases have been granted in limited circumstances for one off-events
2 outside North America or for events outside of North America on tours based
3 exclusively outside of North America, the event for which you have requested
4 a release is the first in an eight-event “2022 LIV Golf Invitational Series”
5 season, and more than half of them will be held in the United States.

6 173. There is no possible procompetitive justification for the denial, particularly because—
7 as the Tour acknowledged—it would have granted the release for another event or tour that was not
8 trying to compete against the Tour. This was simply an effort to defeat competition.

9 174. Then, unsatisfied with prohibiting all current Tour members from participating in LIV
10 Golf events, the Tour extended its threat college golfers, explaining that if they played in any LIV Golf
11 events they would be banned from entry into the PGA Tour University program, which provides top
12 college golfers entry into the Tour’s developmental tour (Korn Ferry Tour). Again, this action served
13 no procompetitive purpose, but was simply aimed at thwarting competition by preventing LIV Golf
14 from being able to secure top golfers to participate in its tournaments.

15 175. On May 17, 2022, the European Tour acted in concert with the Tour and sent notices to
16 its members denying them permission to participate in the LIV Golf Invitational Series event in
17 London. The European Tour stated that the basis for the denial is that the LIV Golf Invitational Series
18 event will compete with its European Tour event. Notably, however, the European Tour historically
19 did not deny golfers requests to participate in conflicting events.

20 176. In response to these threats, LIV Golf was forced to commit to substantial up-front
21 payments to a number of top golfers to convince the players to take on the risk of punishment from the
22 Tour, as well as the risk of lost sponsorships and other injuries orchestrated by the Tour. These
23 substantial payments have greatly increased LIV Golf’s costs of launching its Invitational Series, and,
24 if the Tour’s conduct is not enjoined, the ongoing cash outlays significantly impact long-term viability
25 of LIV Golf.

26 177. On May 31, 2022, LIV Golf announced the field for its London Invitational. In that
27 announcement, the field included 16 PGA Tour players, 22 European Tour players, three promising
28 young amateurs, and a number of other top players from across the world. Players were very interested
in the product. But it was not the quality of field LIV Golf set out to have and was not the field of
players LIV Golf would have had but for the PGA Tour’s unlawful regulations and threats.

1 178. Tour members who agreed to participate in the LIV Golf London Invitational publicly
2 expressed the difficulty of doing so in light of the Tour’s conduct.

3 a. For example, the agent for PGA Tour member Dustin Johnson released a
4 statement that: “Dustin has been contemplating this opportunity off-and-on for
5 the past couple of years. Ultimately, he decided it was in his and his family’s
6 best interest to pursue it. Dustin has never had any issue with the PGA Tour and
7 is grateful for all it has given him, but in the end felt this was too compelling to
8 pass up.”

9 b. Plaintiff Matt Jones averred that participating in the LIV Golf Invitational Series
10 “was a good business opportunity for me and my family. I like the concept, the
11 idea of the three-day tournaments, [and] the team format aspect of things is great.
12 I have thought about that [threat of punishment from the PGA Tour], which is
13 something I had to weigh. I don’t think banning players is a good look for the
14 PGA Tour, or for golf in general.”

15 c. PGA Tour member Graeme McDowell stated, “[t]he perceived consequences
16 are definitely concerning. It was an exceedingly difficult decision. It is a
17 difficult decision as a player when there’s so many unknowns. We do not know
18 what the reaction is going to be. It just boils down to the fact that I am a business
19 and I have operated all over the world for 20 years. This is a compelling
20 opportunity.”

21 179. Other Tour members who agreed to compete in the LIV Golf London Invitational
22 welcomed the innovations LIV Golf brought to the game. Player Plaintiff Swafford stated that LIV
23 Golf’s “[s]chedule is very enticing to a guy who has two small kids. I think the format, the team aspect,
24 is going to be incredible. Look at Zurich [the Zurich Classic of New Orleans, which is a two-man team
25 event], putting teams together turned an event that was in a tough part of the schedule into one that gets
26 some incredible fields. I’m really looking forward to seeing how that works.”

27 180. After the LIV Golf field was announced, the PGA Tour Player Advisory Council held
28 an emergency meeting with representatives from Augusta National present. They informed the golfers

1 in attendance that the PGA Tour and Augusta National had agreed to work together to address LIV
2 Golf. As described above, the threat of exclusion from the Masters (and the other Majors) is a powerful
3 weapon in the Tour’s arsenal to deter players from joining LIV Golf.

4 181. On information and belief, the Tour also ramped up its pressure on sponsors to prevent
5 them from doing business with players who join LIV Golf, including pressuring a number of sponsors
6 to sever longstanding relationships with players.

7 182. The Tour also continued its campaign of direct pressure on players to seek to convince
8 them to withdraw from the LIV Golf event. The Tour sent letters to all Tour members listed in LIV
9 Golf’s May 31, 2022 press release, notifying them they were in violation of the PGA Tour Member
10 Regulations and that the Tour Commissioner would take “appropriate course of action” against the
11 players unless they withdrew from the LIV Golf Invitational Series event “in a manner reasonably
12 satisfactory to the [PGA] Tour within forty-eight (48) hours.” The European Tour sent similar notices
13 to its members who were included in the LIV Golf Invitational Series field.

14 183. The PGA Tour also enforced its Regulations on players agreeing to participate in LIV
15 Golf Invitational Series who had not even qualified for the Tour but are members of the developmental
16 Korn Ferry Tour owned by the PGA Tour (and subject to nearly identical Regulations). For example,
17 the PGA Tour applied its Regulations to prohibit Korn Ferry Tour members Mr. Uihlein and Turk Pettit
18 from participating in LIV Golf Invitational Series.

19 184. The PGA Tour also sent a letter to Andy Ogletree, a Korn Ferry Tour Member,
20 threatening him with punishment if he played in the LIV Golf event. In response, Mr. Ogletree reached
21 out to Tour Vice President of Competition Administration Kristen Burgess regarding the Tour’s denial
22 of his release request. Mr. Ogletree explained that he had not qualified for the conflicting event on the
23 Korn Ferry Tour taking place the same weekend as the London LIV Golf Invitational Series. Thus, his
24 participation in the London LIV Golf Invitational Series event did not keep him from otherwise
25 participating in a Korn Ferry Tour event (or, for that matter, a PGA Tour events). Mr. Ogletree
26 informed the Tour that he had “spent thousands and thousands of dollars” in his unsuccessful effort to
27 play in Korn Ferry Tour and PGA Tour events. He asked the PGA Tour: “Should I just sit at home on
28 my couch next week and not make any money? It seems like this is your stance.” Mr. Ogletree also

1 noted the inconsistency of the Tour’s stance since it had given Mr. Ogletree a release to participate in
2 the Asian Tour International Series event from June 2–5, 2022 sponsored by LIV Golf. In response,
3 the Tour cited the fact the LIV Golf Invitational Series will host events in the United States—
4 specifically, that the LIV Golf Invitational Series competes with the Tour—as the basis for his event
5 release denial.

6 185. This episode highlights that there is no conceivable procompetitive justification for the
7 Tour’s punishment of players for participating in LIV Golf events. Mr. Ogletree was not going to play
8 in any PGA Tour or Korn Ferry Tour event that weekend, because he was not qualified by those tours
9 to participate in their events. The LIV Golf event thus did not pull Mr. Ogletree away from any PGA
10 Tour event. Instead, it simply provided an opportunity for a player to pursue his trade and earn
11 compensation. And yet the PGA Tour denied a release for Mr. Ogletree and subjected him to discipline
12 for the offense of playing in a tournament when he otherwise would have been “just sit[ting] at home
13 on [his] couch.”

14 186. It also demonstrates that the PGA Tour’s opposition to LIV Golf is not based on the
15 source of capital for LIV Golf events. The Tour granted a release to Mr. Ogletree to play in the Asian
16 Tour event that was funded by LIV Golf, because the Asian Tour is not competing with the PGA Tour.
17 But when Mr. Ogletree sought to participate in an event that the PGA Tour deemed a competitive
18 threat, the Tour denied the release and threatened punishment against him.

19 187. The Tour then went further to contact individually players who had chosen to play in
20 the LIV Golf Invitational Series. Among them was Player Plaintiff Gooch. PGA Tour Chief
21 Tournament & Competitions Officer Andy Pazder texted Mr. Gooch on June 2: “Just want to make
22 sure you understand the implications of playing without an approved conflicting event release.” Mr.
23 Gooch responded, “Davis [Love III] called yesterday and said jay [Monahan, PGA Tour
24 Commissioner] is going to suspend, is this true?” In response, Mr. Pazder told Mr. Gooch that he
25 would be banned from the Tour for life if he played in *one* LIV Golf Invitational Series event: “Our
26 position has been that a player may choose to be a member of the Tour or to play in the Saudi/LIV
27 events, but he can’t do both. If the player chooses the latter, he should not expect to be welcomed
28 back.”

1 188. On June 3, 2022, the PGA Tour sent an additional letter to all its members who had
2 agreed to participate in the LIV Golf London Invitational, informing them: “pursuant to Article VII,
3 Section C, you are being placed on probation until further notice. Specifically, as reflected in the
4 Notice of Disciplinary Inquiry to you dated June 1, 2022, the rule infraction triggering your probation
5 is violation of Article V, Section A.2 of the PGA Tour Player Handbook & Tournament Regulations
6 (“Regulations”). Accordingly, if you violate any other rule of the PGA Tour while on probation
7 including, but not limited to, violating Article V, Section B.1, which prohibits your participation in a
8 live or recorded golf program, such as the LIV Golf Invitational London, for which a media release has
9 been denied, the Commissioner may immediately suspend your playing privileges.” Article VII,
10 Section C of the PGA Tour Regulations relates to “conduct unbecoming a professional.” Thus, the
11 Tour told its members that the act of playing in a professional golf tournament constituted “conduct
12 unbecoming a professional golfer.”

13 189. Simply put, the Tour’s position that merely playing professional golf for another
14 promoter constitutes “conduct unbecoming a professional” golfer is breathtaking. And it reveals the
15 threat to competition that underlies the PGA Tour’s Regulations giving the PGA Tour Commissioner
16 absolute discretion to interpret the Regulations and punish its Members.

17 190. On June 4, 2022, former Tour member Kevin Na resigned his PGA Tour membership
18 due to the PGA Tour’s refusal to permit him to participate in the LIV Golf Invitational Series. Mr. Na
19 expressed his desire as an independent contractor to “exercise[e] my right as a free agent” to have “the
20 freedom to play wherever I want,” noting that he “cannot remain a PGA Tour member” and exercise
21 his independent contractor rights due to the Tour’s Regulations and threats. He expressed his
22 “sad[ness]” and his desire that PGA Tour Regulations change to enable him to play on the PGA Tour
23 again.

24 191. In total, 10 Tour members who agreed to participate in the LIV Golf London Invitational
25 resigned from the PGA Tour in response to these threats to avoid Tour punishment.

26 192. When the Tour learned that members were considering resignation to avoid the
27 punishments it had threatened, it informed them that “should a member resign in an effort to avoid
28 disciplinary action for future violations of the Regulations, the member would still be subject to

1 disciplinary actions for violations prior to the date of Resignation. In addition, a player should not
2 expect that he will be able to rejoin membership or play in any events without membership at any
3 particular time, as such matters would be governed by the Regulations and event requirements in effect
4 at the time, as they may be amended from time to time.” Most PGA Tour tournaments are managed
5 by other nonprofit organizations and offer sponsorship exemptions to PGA Tour and non-PGA Tour
6 golfers. Thus, in order for the PGA Tour’s written threat to play out it requires agreement from other
7 economic actors (the sponsors and tournament hosts).

8 193. Minutes after the golfers teed off at the LIV Golf London Invitational on June 9, 2022,
9 the Tour distributed letters to its current and former members immediately suspending them and
10 promising “the same fate [would] hold” for any Tour member playing in future LIV Golf events.

11 194. Also on June 9, 2022, Commissioner Monahan sent a letter to all PGA Tour Members
12 and released the letter to the public identifying the golfers the PGA Tour was punishing. Contrary to
13 its historical practices, the Tour sought to expose and malign these golfers for pursuing their profession.
14 In particular, the PGA Tour Commissioner wrote:

- 15 a. Tour members, including Plaintiffs and former members “are suspended or
16 otherwise no longer eligible to participate in PGA Tour tournament play,
17 including the Presidents Cup;”
- 18 b. The suspension applies to all tours sanctioned by the PGA Tour (Korn Ferry,
19 Champions, Canada, Latinoamerica);
- 20 c. The golfers participating in the LIV Golf London Invitational Series “did not
21 receive the necessary conflicting events and media rights releases—or did not
22 apply for releases at all—and their participation . . . is in violation” of the
23 Regulations;
- 24 d. The Tour Commissioner made clear that any players “who participate in future
25 [LIV Golf Invitational Series] events in violation of our Regulations” will suffer
26 the “same fate” of suspension;
- 27 e. Non-PGA Tour members who participated in LIV Golf Invitational Series “will
28 not be permitted to play in PGA Tour tournaments as a non-member via a

1 sponsor exemption or any other eligibility category;”

2 f. The Commissioner tried to embarrass Plaintiffs by claiming that they and others
3 made “their own financial-based” choice and they cannot demand the same
4 “PGA Tour membership benefits” as other golfers;

5 g. The Commissioner further acknowledged that “there are true consequences for
6 every shot” taken on the PGA Tour where a golfer could earn no compensation
7 while paying for his travel to the event, whereas LIV Golf compensates its
8 participants; and

9 h. The Commissioner embraced the notion that the PGA Tour is the “preeminent
10 organization in the world of professional golf.”

11 195. Also on June 9, 2022, the PGA Tour Vice President of Competition Administration,
12 Kristen Burgess, sent letters to all former PGA Tour Members who participated in the LIV Golf London
13 Invitational Series but had resigned from the Tour, informing them they “remain subject to disciplinary
14 action for violations prior to the date of resignation” and they “should not expect that [they] will be
15 able to rejoin membership or play in any events without membership at any particular time.”

16 196. The Tour expanded its punishments by threatening to revoke the agency credentials for
17 agencies that represent golfers who join LIV Golf—thereby threatening to injure the agents’ business
18 for merely representing golfers who chose to join LIV Golf. For example, the Tour has threatened to
19 revoke GSE Worldwide Management’s credentials because it represented golfers who joined LIV Golf.

20 197. The Tour also got Tiger Woods to do its bidding and publicly criticize golfers—
21 particularly younger golfers—for joining LIV Golf by suggesting they would never play in The
22 Masters, The Open, or other Majors and would not earn OWGR points: “Some of these players may
23 not ever get a chance to play in major championships. That is a possibility. We don’t know that for
24 sure yet. It’s up to all the major championship bodies to make that determination. But that is a
25 possibility, that some players will never, ever get a chance to play in a major championship, never get
26 a chance to experience this right here, walk down the fairways at Augusta National. . . , especially if
27 the LIV organization doesn’t get world-ranking points and the major championship change their criteria
28 for entering the events.” Mr. Woods’ comments echoed earlier evidence indicating that the Tour was

1 continuing to pressure the Majors to join the Tour's unlawful group boycott to exclude LIV Golf and
2 punish any players who played in any LIV events.

3 **PGA Tour Disciplinary Process**

4 198. On June 9, 2022, PGA Tour Senior Vice President of Tournament Administration Andy
5 Levinson sent letters to all PGA Tour Members who participated in the LIV Golf London Invitational
6 Series event, including Plaintiffs. In that Letter, Mr. Levinson informed golfers that (1) the PGA Tour
7 considered them in violation of the Media Rights Regulation (V.B.1.b), (2) the PGA Tour considered
8 them in violation of a PGA Tour Regulation against Public Attacks (VI.E.), (3) they were suspended
9 immediately from playing in PGA Tour events "until further notice," and (4) they had 14 days to submit
10 written statements and/or evidence that the PGA Tour Commissioner should consider "before
11 determining an appropriate course of action separate from your current suspension."

12 199. The PGA Tour's Regulations detail its Disciplinary Procedures and Appeals, which
13 provide an unconscionable and unfair process by which the players have no legitimate chance of getting
14 fair treatment as it relates to punishments having anything to do with LIV Golf. Exhibit 1. The Tour's
15 Regulations provide that the Commissioner has discretion to hear the appeal in the first instance. The
16 Commissioner can also transfer the appeal to a panel of three Tour policy board members. The
17 procedures do not give the player a hearing as a matter of right. After the procedures conclude, the
18 Regulations provide that a player has released any and all claims against "the PGA TOUR Policy
19 Board, the Commissioner or the Appeals Committee, PGA TOUR, Inc., the Professional Golfers'
20 Association of America, and each director, officer, member, employee, agent or representative of any
21 of the foregoing." Thus, the Tour's Regulations are set up as follows: (1) the Tour sets the Regulations
22 which bind any player member, including changing those Regulations from time to time without input
23 or consent from the player members, (2) the Regulations give the Commissioner the sole authority to
24 interpret the Regulations in his discretion, (3) the Regulations demand that the biased Commissioner
25 serve as judge, (4) the Regulations allow that same biased Commissioner to hear any appeals, (5) the
26 Regulations provide no independent review process, as the Tour Board is put in the position of
27 reviewing a Tour commercial policy that it approved and executed over the last few years, and (6) at
28 the end of it all, the Regulations purportedly provide that the player has no right to challenge the

1 punishment having released all involved. That release is unenforceable and the Regulations'
2 Disciplinary Procedures are procedurally and substantively unconscionable.

3 200. Several golfers submitted letters to the Tour challenging the Tour's indefinite
4 suspension and objecting to any further course of action punishing the golfers.

5 201. On June 29, 2022, and various other dates, the PGA Tour suspended Plaintiffs until
6 March 31, 2023, issued threats to extend the suspensions based on further violations of the Regulations,
7 including (in the Tour's view) continuing to play in LIV Golf events or even to talk favorably about
8 LIV Golf. Commissioner Monahan considered the golfers in violation of the Conflicting Events
9 Regulation and Media Rights Regulation. Additionally, Commissioner Monahan considered the
10 golfers in violation of the PGA Tour's Regulation Section VI.E ("Public Comments, Public Attacks")
11 provision which provides that:

12 The favorable public reputation of PGA TOUR, its players and its tournaments are
13 valuable assets and create tangible benefits for all PGA TOUR members.
14 Accordingly, it is an obligation of membership to refrain from making comments
15 that unreasonably attack or disparage others, including, but not limited to
16 tournaments, sponsors, fellow members/players and/ or PGA TOUR. Speech that
17 could be reasonably viewed as hateful, abusive, obscene and/ or divisive is
18 expressly prohibited. Responsible expressions of legitimate disagreement with
19 PGA TOUR policies are not prohibited. However, public comments that a member
20 knows, or should reasonably know, will harm the reputation or financial best
21 interest of PGA TOUR, a fellow member/player, a tournament sponsor or a charity
22 are expressly covered by this section. Any violation of this section shall be
23 considered conduct unbecoming a professional.

24 Commissioner Monahan deemed the golfers' reasonable statements of opinion and compliments of
25 LIV Golf in violation of this provision merely because favorable comments regarding a competitor to
26 the PGA Tour supposedly could cause the Tour financial harm.

27 202. The Tour's punishments put the players in an untenable position: They were banned
28 for roughly nine months, which prevents them from playing in PGA Tour events (and its subsidiary
tours) and they have been told that if they play in any LIV Golf events while the suspensions are in
effect, the Tour will deem that an additional violation and impose event greater punishments. In effect,
the Tour's punishments amount to a lifetime ban, because the only chance for a player to be clear of
the PGA Tour's suspensions is to refrain from playing in any elite professional events—and thus
essentially drop out of his profession.

1 203. On July 6, 2022, PGA Tour Board Member and President of the PGA Player Advisory
2 Council Rory McIlroy said that golfers who join LIV Golf are “basically leaving all [their] peers behind
3 to go make more money, which is fine. But just go over there. Don’t try and come back and play over
4 here again.” Several years ago, Mr. McIlroy left the European Tour to play predominantly on the PGA
5 Tour, and was still permitted by the PGA Tour to remain a European Tour member through his
6 participation in the minimum number of events required by each tour.

7 204. On July 13, 2022, Plaintiffs appealed their nine-month suspension (and career
8 threatening ban from the PGA Tour). The grounds for the players’ appeals were:

- 9 a. Provisions of Sections V.A.2, V.A.3, and V.B.1.b are plainly unlawful restraints
10 of trade that violate Section 2 of the Sherman Act, 15 U.S.C. § 2, and various
11 state laws, and therefore (1) no punishment for purportedly violating those
12 unlawful provisions may issue and (2) any purported agreement by any person
13 to adhere to those unlawful provisions is void and unenforceable;
- 14 b. Commissioner Monahan and the PGA Tour (the “Tour”) violate Section 2 of the
15 Sherman Act by applying Sections VII.E. and VII.C to unlawfully punish golfers
16 to thwart LIV Golf’s competitive entry, and therefore no punishment for
17 purportedly violating those provisions may issue;
- 18 c. Provisions of Sections V.A.2, V.A.3, and V.B.1.b enable Commissioner
19 Monahan to unlawfully control what independent contractor-golfers do when
20 they are not playing on the PGA Tour (the “Tour”), and thus no punishment for
21 purportedly violating those provisions may issue;
- 22 d. The Tour has unlawfully agreed with other entities in the purported golf
23 “ecosystem,” including the European Tour, to establish a group boycott to
24 prevent LIV Golf from succeeding and has targeted its Regulations to
25 impermissibly punish golfers to carry out its coordinated dealings with others in
26 violation of Section 1 of the Sherman Act, 15 U.S.C. § 1;
- 27 e. Commissioner Monahan has violated the Tour’s purported nonprofit purpose
28 and violated his fiduciary duties to the Tour and its members by punishing

1 golfers in this way;

2 f. There was patent injustice and a lack of fair process because Commissioner
3 Monahan cannot be impartial in his determination whether to sanction golfers
4 because he has engaged in a two-year vendetta against prospective and new
5 competitor professional golf promoter(s) and golfers are being punished for
6 participating in a competitive promoter's events;

7 g. There was injustice and a lack of fair process because the Regulations'
8 Disciplinary Process is procedurally and substantively unconscionable; and

9 h. In the alternative, the sanction imposed by Commissioner Monahan is grossly
10 disproportionate to the seriousness of the alleged breaches of the Regulations
11 that the Tour contends the players committed.

12 205. While some Plaintiffs' appeals of the Commissioner's disciplinary action were pending,
13 on July 23, 2022, Mr. Levinson sent them a letter informing that: (1) the PGA Tour Commissioner
14 believed they violated the Conflicting Events and Media Rights Regulations (Article V, Sections A.2
15 and B.1) by participating in the June 30 – July 2, 2022 LIV Golf Invitational Portland event; (2) the
16 PGA Tour Commissioner imposed a Major Penalty of suspension from participation in any PGA Tour-
17 affiliated tournaments, including PGA Tour, PGA Tour Champions, Korn Ferry Tour, PGA Tour
18 Latinoamérica, and PGA Tour Canada, and a suspension of their privileges at Tournament Players
19 Clubs, for a period ending no earlier than March 31, 2024 (an additional year suspension), at which
20 time they may seek in writing to have their suspension lifted; (3) the PGA Tour Commissioner may
21 impose further disciplinary action for any additional violation of the Regulations; and (4) they may
22 appeal the sanctions by written notice to the PGA Tour Commissioner within 14 days of the letter. In
23 other words, the PGA Tour Commissioner unilaterally imposed further sanctions—a full additional
24 year of suspension for playing in a second LIV Golf tournament—while the appeal of the first Notice
25 of Disciplinary Action was still pending.

26 206. On July 25, 2022, the Tour informed the Player Advisory Council that golfers who were
27 suspended for playing in LIV Golf would not be permitted to play in the FedEx Cup, even though some
28 of their appeals of the suspensions were pending and should have been abated under the Tour's

1 Regulations.

2 207. On July 27, 2022, Commissioner Monahan referred some of the Plaintiffs' appeals to
3 the Appeals Committee and requested that any materials in support of appeal be submitted by August
4 10, 2022. In response, Plaintiff Gooch requested confirmation that the Tour would abate their
5 suspensions pending appeal to the Appeals Committee. In response, Commissioner Monahan indicated
6 he would not abate Plaintiffs' suspensions pending appeal.

7 208. On July 29, 2022, Mr. Levinson informed some Plaintiffs that the Tour would no longer
8 send them Notice of Disciplinary Inquiry letters for "ongoing violations." The Tour thus chose to
9 abandon its disciplinary process.

10 209. And, then on August 2, 2022, the Tour informed Mr. Gooch that the Tour would not
11 abate suspensions pending appeals in violation of the Tour's regulations.

12 210. Plaintiffs' suspensions were a critical means employed by the Tour to achieve its
13 anticompetitive end. Punishing the players is essential to the scheme to eliminate competition in the
14 market. Absent participants in elite professional golf events, no nascent league can enter the
15 market. By suspending the Plaintiffs and threatening to suspend other players, the Tour endeavored to
16 eliminate competition.

17 **Specific Plaintiffs' PGA Tour Disciplinary Proceedings and Harm**

18 211. **Phil Mickelson:** The Tour's anticompetitive scheme is apparent from the disciplinary
19 action levied against Plaintiff Mickelson. On March 22, 2022, the Commissioner suspended Plaintiff
20 Mickelson (with the opportunity to apply for reinstatement in May of 2022) for, among other alleged
21 reasons, "attempting to recruit players to join [LIV Golf]." Following an appeal, the appeals committee
22 (a three-person committee comprised of members of the Tour Policy Board) affirmed the
23 Commissioner's two-month suspension. On June 20, 2022, Mr. Mickelson applied for reinstatement
24 from the two-month suspension. The Tour denied his request, stating that Plaintiff Mickelson violated
25 Tour regulations by participating in the LIV Golf London Invitational. In addition to denying his
26 request for reinstatement, the Tour extended Plaintiff Mickelson's suspension, forbidding him from
27 seeking reinstatement to play professional golf with the Tour until March 31, 2023. While Plaintiff
28 Mickelson was suspended from tournament play, the Tour continued to levy suspensions. On July 23,

1 2022, the Tour imposed additional sanctions on him for participating in the LIV Golf Invitational in
2 Portland. Specifically, the Tour extended Plaintiff Mickelson's suspension once again, deferring even
3 the mere opportunity to apply for reinstatement until after March 31, 2024.

4 212. Mr. Mickelson's unlawful two-year suspension from the PGA Tour has caused him
5 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful
6 suspensions are denying Mr. Mickelson the right he has earned to play in events on the Tour, to earn
7 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's
8 suspension has denied Mr. Mickelson the right to the platform and the public exposure provided by
9 playing on the Tour. The Tour's suspension has denied Mr. Mickelson the opportunity to hone and
10 maintain his golf game by playing professional golf in the tournaments that he would choose to play.
11 The Tour's suspension has denied Mr. Mickelson access to play professional golf before his fans via
12 live attendance and video broadcast of Tour events. The Tour's unlawful conduct cost Plaintiff
13 Mickelson endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown
14 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,
15 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated
16 Plaintiff Mickelson's opportunity to earn up to \$10 million annually in the Player Impact Program, a
17 program that measures player impact by, among other things, calculating the player's Nielsen score
18 (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has
19 denied Mr. Mickelson the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's
20 suspensions have denied Mr. Mickelson the opportunity to earn deferred compensation pursuant to the
21 PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for
22 each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Mickelson's
23 goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and
24 Media Rights Regulations have denied Mr. Mickelson competition for his services for years, have
25 depressed his earnings, and have decreased output of professional golf earning opportunities. The
26 Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr.
27 Mickelson and his use of his media rights are causing him irreparable, financial and commercial harm
28 that have denied him income and playing opportunities in the past and as long as the Regulations that

1 give the Tour such purported control remain in place, Mr. Mickelson will be financially and irreparably
2 harmed. As a lifetime member of the Tour, Mr. Mickelson is particularly harmed by the Tour
3 wrongfully taking away what he has rightfully earned—opportunity to play in Tour events for the
4 remainder of his golfing career.

5 213. The Tour’s unlawful conduct has also denied Mr. Mickelson the opportunity to play in
6 PGL tournaments and to earn compensation he foreseeably would have received competing in PGL
7 tournaments.

8 214. **Talor Gooch.** On June 9, 2022, the Tour unlawfully suspended Mr. Gooch on an
9 indefinite basis from playing on the Tour. On June 30, 2022, the Tour unlawfully suspended Mr. Gooch
10 from playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July 23, 2022,
11 the Tour unlawfully extended Mr. Gooch’s suspension through at least March 31, 2024. The PGA
12 Tour has threatened to impose further disciplinary sanction on Mr. Gooch if he continues to play in
13 LIV Golf events when he is not playing on the Tour.

14 215. Mr. Gooch’s unlawful two-year suspension from the PGA Tour has caused him
15 irreparable professional harm, as well as financial, and commercial harm. The Tour’s unlawful
16 suspensions are denying Mr. Gooch the right he has earned to play in events on the Tour, to earn
17 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour’s
18 suspension has denied Mr. Gooch the strong chance to qualify for the 2023 Major Championships by
19 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour’s suspension has denied Mr. Gooch
20 the right to the platform and the public exposure provided by playing on the Tour. The Tour’s
21 suspension has denied Mr. Gooch the opportunity to hone and maintain his golf game by playing
22 professional golf in the tournaments that he would choose to play. The Tour’s suspension has denied
23 Mr. Gooch access to play professional golf before his fans via live attendance and video broadcast of
24 Tour events. The Tour’s unlawful conduct cost Plaintiff Gooch endorsement deals and sponsorships.
25 Notably, the Tour is the only golf tour shown regularly on broadcast television in the United States,
26 and it earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour.
27 The Tour’s unlawful conduct eliminated Plaintiff Gooch’s opportunity to earn up to \$10 million
28 annually in the Player Impact Program, a program that measures player impact by, among other things,

1 calculating the player's Nielsen score (how often a player is featured during PGA Tour tournament
2 broadcasts). The Tour's suspension has denied Mr. Gooch the opportunity to earn FedEx Cup rankings
3 and OWGR rankings. The Tour's suspensions have denied Mr. Gooch the opportunity to earn deferred
4 compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of
5 the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have
6 damaged Mr. Gooch's goodwill and caused him substantial reputational harm. The Tour's unlawful
7 Conflicting Events and Media Rights Regulations have denied Mr. Gooch competition for his services
8 for years, have depressed his earnings, and have decreased output of professional golf earning
9 opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful
10 control of Mr. Gooch and his use of his media rights are causing him irreparable, financial and
11 commercial harm that have denied him income and playing opportunities in the past and as long as the
12 Regulations that give the Tour such purported control remain in place, Mr. Gooch will be financially
13 and irreparably harmed.

14 216. The Tour's unlawful conduct has also denied Mr. Gooch the opportunity to play in PGL
15 tournaments and to earn compensation he foreseeably would have received competing in PGL
16 tournaments.

17 217. **Hudson Swafford.** On June 9, 2022, the Tour unlawfully suspended Mr. Swafford on
18 an indefinite basis from playing on the Tour. On June 29, 2022, the Tour unlawfully suspended Mr.
19 Swafford from playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July
20 23, 2022, the Tour unlawfully extended Mr. Swafford's suspension through at least March 31, 2024.
21 The PGA Tour has threatened to impose further disciplinary sanction on Mr. Swafford if he continues
22 to play in LIV Golf events when he is not playing on the Tour.

23 218. Mr. Swafford's unlawful two-year suspension from the PGA Tour has caused him
24 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful
25 suspensions are denying Mr. Swafford the right he has earned to play in events on the Tour, to earn
26 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's
27 suspension has denied Mr. Swafford the chance to qualify for the 2023 Major Championships by
28 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr.

1 Swafford the strong chance to qualify for the 2023 premier Invitationals on the Tour by placing in the
2 Top 70 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Swafford the right
3 to the platform and the public exposure provided by playing on the Tour. The Tour's suspension has
4 denied Mr. Swafford the opportunity to hone and maintain his golf game by playing professional golf
5 in the tournaments that he would choose to play. The Tour's suspension has denied Mr. Swafford
6 access to play professional golf before his fans via live attendance and video broadcast of Tour events.
7 The Tour's unlawful conduct cost Plaintiff Swafford endorsement deals and sponsorships. Notably,
8 the Tour is the only golf tour shown regularly on broadcast television in the United States, and it earns
9 vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour. The Tour's
10 unlawful conduct eliminated Plaintiff Swafford's opportunity to earn up to \$10 million annually in the
11 Player Impact Program, a program that measures player impact by, among other things, calculating the
12 player's Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The
13 Tour's suspension has denied Mr. Swafford the opportunity to earn FedEx Cup rankings and OWGR
14 rankings. The Tour's suspensions have denied Mr. Swafford the opportunity to earn deferred
15 compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of
16 the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have
17 damaged Mr. Swafford's goodwill and caused him substantial reputational harm. The Tour's unlawful
18 Conflicting Events and Media Rights Regulations have denied Mr. Swafford competition for his
19 services for years, have depressed his earnings, and have decreased output of professional golf earning
20 opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful
21 control of Mr. Swafford and his use of his media rights are causing him irreparable, financial and
22 commercial harm that have denied him income and playing opportunities in the past and as long as the
23 Regulations that give the Tour such purported control remain in place, Mr. Swafford will be financially
24 and irreparably harmed.

25 219. The Tour's unlawful conduct has also denied Mr. Swafford the opportunity to play in
26 PGL tournaments and to earn compensation he foreseeably would have received competing in PGL
27 tournaments.

28 220. **Matt Jones.** On June 9, 2022, the Tour unlawfully suspended Mr. Jones on an indefinite

1 basis from playing on the Tour. On June 30, 2022, the Tour unlawfully suspended Mr. Jones from
2 playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July 23, 2022, the
3 Tour unlawfully extended Mr. Jones's suspension through at least March 31, 2024. The PGA Tour has
4 threatened to impose further disciplinary sanction on Mr. Jones if he continues to play in LIV Golf
5 events when he is not playing on the Tour.

6 221. Mr. Jones's unlawful two-year suspension from the PGA Tour has caused him
7 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful
8 suspensions are denying Mr. Jones the right he has earned to play in events on the Tour, to earn
9 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's
10 suspension has denied Mr. Jones the chance to qualify for the 2023 Major Championships by placing
11 in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Jones the strong
12 chance to qualify for the 2023 premier Invitationals on the Tour by placing in the Top 70 of the 2022
13 FedEx Cup Rankings. The Tour's suspension has denied Mr. Jones the right to the platform and the
14 public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Jones the
15 opportunity to hone and maintain his golf game by playing professional golf in the tournaments that he
16 would choose to play. The Tour's suspension has denied Mr. Jones access to play professional golf
17 before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful conduct
18 cost Plaintiff Jones endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown
19 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,
20 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated
21 Plaintiff Jones's opportunity to earn up to \$10 million annually in the Player Impact Program, a
22 program that measures player impact by, among other things, calculating the player's Nielsen score
23 (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has
24 denied Mr. Jones the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's
25 suspensions have denied Mr. Jones the opportunity to earn deferred compensation pursuant to the PGA
26 Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for each
27 tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Jones's goodwill and
28 caused him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights

1 Regulations have denied Mr. Jones competition for his services for years, have depressed his earnings,
2 and have decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting
3 Events and Media Rights Regulations Tour's unlawful control of Mr. Jones and his use of his media
4 rights are causing him irreparable, financial and commercial harm that have denied him income and
5 playing opportunities in the past and as long as the Regulations that give the Tour such purported
6 control remain in place, Mr. Jones will be financially and irreparably harmed.

7 222. The Tour's unlawful conduct has also denied Mr. Jones the opportunity to play in PGL
8 tournaments and to earn compensation he foreseeably would have received competing in PGL
9 tournaments.

10 223. **Bryson DeChambeau.** On June 30, 2022, the Tour unlawfully suspended Mr.
11 DeChambeau on an indefinite basis from playing on the Tour. On July 8, 2022, the Tour unlawfully
12 suspended Mr. DeChambeau from playing on the Tour (or any affiliated tours) through at least March
13 31, 2023. The PGA Tour has threatened to impose further disciplinary sanction on Mr. DeChambeau
14 if he continues to play in LIV Golf events when he is not playing on the Tour. On July 29, 2022, the
15 Tour sent notice to Mr. DeChambeau that it was sanctioning him for talking to other Tour members
16 about the positive experience he had had with LIV Golf.

17 224. Mr. DeChambeau's unlawful suspension from the PGA Tour has caused him irreparable
18 professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are
19 denying Mr. DeChambeau the right he has earned to play in events on the Tour, to earn compensation
20 playing on the Tour, and to have the opportunities that come with such play. The Tour's suspension
21 has denied Mr. DeChambeau the right to the platform and the public exposure provided by playing on
22 the Tour. The Tour's suspension has denied Mr. DeChambeau the opportunity to hone and maintain
23 his golf game by playing professional golf in the tournaments that he would choose to play. The Tour's
24 suspension has denied Mr. DeChambeau access to play professional golf before his fans via live
25 attendance and video broadcast of Tour events. The Tour's unlawful conduct cost Plaintiff
26 DeChambeau endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown
27 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,
28 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated

1 Plaintiff DeChambeau’s opportunity to earn up to \$10 million annually in the Player Impact Program,
2 a program that measures player impact by, among other things, calculating the player’s Nielsen score
3 (how often a player is featured during PGA Tour tournament broadcasts). The Tour’s suspension has
4 denied Mr. DeChambeau the opportunity to earn FedEx Cup rankings and OWGR rankings. The
5 Tour’s suspensions have denied Mr. DeChambeau the opportunity to earn deferred compensation
6 pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of the Tour and
7 which he earns for each tournament cut he makes. The Tour’s unlawful suspensions have damaged
8 Mr. DeChambeau’s goodwill and caused him substantial reputational harm. The Tour’s unlawful
9 Conflicting Events and Media Rights Regulations have denied Mr. DeChambeau competition for his
10 services for years, have depressed his earnings, and have decreased output of professional golf earning
11 opportunities. The Tour’s unlawful Conflicting Events and Media Rights Regulations Tour’s unlawful
12 control of Mr. DeChambeau and his use of his media rights are causing him irreparable, financial and
13 commercial harm that have denied him income and playing opportunities in the past and as long as the
14 Regulations that give the Tour such purported control remain in place, Mr. DeChambeau will be
15 financially and irreparably harmed.

16 225. The Tour’s unlawful conduct has also denied Mr. DeChambeau the opportunity to play
17 in PGL tournaments and to earn compensation he foreseeably would have received competing in PGL
18 tournaments.

19 226. **Abraham Ancer.** On June 30, 2022, the Tour unlawfully suspended Mr. Ancer on an
20 indefinite basis from playing on the Tour. On July 8, 2022, the Tour unlawfully suspended Mr. Ancer
21 from playing on the Tour (or any affiliated tours) through at least March 31, 2023. The PGA Tour has
22 threatened to impose further disciplinary sanction on Mr. Ancer if he continues to play in LIV Golf
23 events when he is not playing on the Tour.

24 227. Mr. Ancer’s unlawful suspension from the PGA Tour has caused him irreparable
25 professional harm, as well as financial, and commercial harm. The Tour’s unlawful suspensions are
26 denying Mr. Ancer the right he has earned to play in events on the Tour, to earn compensation playing
27 on the Tour, and to have the opportunities that come with such play. The Tour’s suspension has denied
28 Mr. Ancer the chance to qualify for the 2023 Major Championships that he has not qualified for by

1 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ancer
2 the strong chance to qualify for the 2023 premier Invitationals on the Tour by placing in the Top 70 of
3 the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ancer the right to the platform
4 and the public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Ancer
5 the opportunity to hone and maintain his golf game by playing professional golf in the tournaments
6 that he would choose to play. The Tour's suspension has denied Mr. Ancer access to play professional
7 golf before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful
8 conduct cost Plaintiff Ancer endorsement deals and sponsorships. Notably, the Tour is the only golf
9 tour shown regularly on broadcast television in the United States, and it earns vastly more in
10 sponsorship, advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct
11 eliminated Plaintiff Ancer's opportunity to earn up to \$10 million annually in the Player Impact
12 Program, a program that measures player impact by, among other things, calculating the player's
13 Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The Tour's
14 suspension has denied Mr. Ancer the opportunity to earn FedEx Cup rankings and OWGR rankings.
15 The Tour's suspensions have denied Mr. Ancer the opportunity to earn deferred compensation pursuant
16 to the PGA Tour Player Retirement Plan—which is his right as a member of the Tour and which he
17 earns for each tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Ancer's
18 goodwill and caused him substantial reputational harm. The Tour's unlawful Conflicting Events and
19 Media Rights Regulations have denied Mr. Ancer competition for his services for years, have depressed
20 his earnings, and have decreased output of professional golf earning opportunities. The Tour's
21 unlawful Conflicting Events and Media Rights Regulations Tour's unlawful control of Mr. Ancer and
22 his use of his media rights are causing him irreparable, financial and commercial harm that have denied
23 him income and playing opportunities in the past and as long as the Regulations that give the Tour such
24 purported control remain in place, Mr. Ancer will be financially and irreparably harmed.

25 228. The Tour's unlawful conduct has also denied Mr. Ancer the opportunity to play in PGL
26 tournaments and to earn compensation he foreseeably would have received competing in PGL
27 tournaments.

28 229. **Carlos Ortiz.** On June 30, 2022, the Tour unlawfully suspended Mr. Ortiz on an

1 indefinite basis from playing on the Tour. On July 8, 2022, the Tour unlawfully suspended Mr. Ortiz
2 from playing on the Tour (or any affiliated tours) through at least March 31, 2023. The PGA Tour has
3 threatened to impose further disciplinary sanction on Mr. Ortiz if he continues to play in LIV Golf
4 events when he is not playing on the Tour.

5 230. Mr. Ortiz's unlawful suspension from the PGA Tour has caused him irreparable
6 professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are
7 denying Mr. Ortiz the right he has earned to play in events on the Tour, to earn compensation playing
8 on the Tour, and to have the opportunities that come with such play. The Tour's suspension has denied
9 Mr. Ortiz the chance to qualify for the 2023 Major Championships that he has not qualified for by
10 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ortiz
11 the chance to qualify for the 2023 premier Invitationals on the Tour by placing in the Top 70 of the
12 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Ortiz the right to the platform and
13 the public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Ortiz the
14 opportunity to hone and maintain his golf game by playing professional golf in the tournaments that he
15 would choose to play. The Tour's suspension has denied Mr. Ortiz access to play professional golf
16 before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful conduct
17 cost Plaintiff Ortiz endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown
18 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,
19 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated
20 Plaintiff Ortiz's opportunity to earn up to \$10 million annually in the Player Impact Program, a program
21 that measures player impact by, among other things, calculating the player's Nielsen score (how often
22 a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has denied Mr.
23 Ortiz the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's suspensions have
24 denied Mr. Ortiz the opportunity to earn deferred compensation pursuant to the PGA Tour Player
25 Retirement Plan—which is his right as a member of the Tour and which he earns for each tournament
26 cut he makes. The Tour's unlawful suspensions have damaged Mr. Ortiz's goodwill and caused him
27 substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights Regulations
28 have denied Mr. Ortiz competition for his services for years, have depressed his earnings, and have

1 decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting Events
2 and Media Rights Regulations Tour's unlawful control of Mr. Ortiz and his use of his media rights are
3 causing him irreparable, financial and commercial harm that have denied him income and playing
4 opportunities in the past and as long as the Regulations that give the Tour such purported control remain
5 in place, Mr. Ortiz will be financially and irreparably harmed.

6 231. The Tour's unlawful conduct has also denied Mr. Ortiz the opportunity to play in PGL
7 tournaments and to earn compensation he foreseeably would have received competing in PGL
8 tournaments.

9 232. **Ian Poulter.** On June 9, 2022, the Tour unlawfully suspended Mr. Poulter on an
10 indefinite basis from playing on the Tour. On June 30, 2022, the Tour unlawfully suspended Mr. Jones
11 from playing on the Tour (or any affiliated tours) through at least March 31, 2023. On July 23, 2022,
12 the Tour unlawfully extended Mr. Poulter's suspension through at least March 31, 2024. The PGA
13 Tour has threatened to impose further disciplinary sanction on Mr. Poulter if he continues to play in
14 LIV Golf events when he is not playing on the Tour.

15 233. Mr. Poulter's unlawful two-year suspension from the PGA Tour has caused him
16 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful
17 suspensions are denying Mr. Poulter the right he has earned to play in events on the Tour, to earn
18 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's
19 suspension has denied Mr. Poulter the opportunity to participate in events that would have permitted
20 him the chance to qualify for the Tour in 2023. The Tour's suspension has denied Mr. Poulter the right
21 to the platform and the public exposure provided by playing on the Tour. The Tour's suspension has
22 denied Mr. Poulter the opportunity to hone and maintain his golf game by playing professional golf in
23 the tournaments that he would choose to play. The Tour's suspension has denied Mr. Poulter access
24 to play professional golf before his fans via live attendance and video broadcast of Tour events. The
25 Tour's unlawful conduct cost Plaintiff Poulter endorsement deals and sponsorships. Notably, the Tour
26 is the only golf tour shown regularly on broadcast television in the United States, and it earns vastly
27 more in sponsorship, advertising, and broadcast revenue than any other golf tour. The Tour's unlawful
28 conduct eliminated Plaintiff Poulter's opportunity to earn up to \$10 million annually in the Player

1 Impact Program, a program that measures player impact by, among other things, calculating the
2 player's Nielsen score (how often a player is featured during PGA Tour tournament broadcasts). The
3 Tour's suspension has denied Mr. Poulter the opportunity to earn FedEx Cup rankings and OWGR
4 rankings. The Tour's suspensions have denied Mr. Poulter the opportunity to earn deferred
5 compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a member of
6 the Tour and which he earns for each tournament cut he makes. The Tour's unlawful suspensions have
7 damaged Mr. Poulter's goodwill and caused him substantial reputational harm. The Tour's unlawful
8 Conflicting Events and Media Rights Regulations have denied Mr. Poulter competition for his services
9 for years, have depressed his earnings, and have decreased output of professional golf earning
10 opportunities. The Tour's unlawful Conflicting Events and Media Rights Regulations Tour's unlawful
11 control of Mr. Poulter and his use of his media rights are causing him irreparable, financial and
12 commercial harm that have denied him income and playing opportunities in the past and as long as the
13 Regulations that give the Tour such purported control remain in place, Mr. Poulter will be financially
14 and irreparably harmed.

15 234. The Tour's unlawful conduct has also denied Mr. Poulter the opportunity to play in PGL
16 tournaments and to earn compensation he foreseeably would have received competing in PGL
17 tournaments.

18 235. **Pat Perez.** On June 30, 2022, the Tour unlawfully suspended Mr. Perez on an indefinite
19 basis from playing on the Tour. On July 8, 2022, the Tour unlawfully suspended Mr. Perez from
20 playing on the Tour (or any affiliated tours) through at least March 31, 2023. The PGA Tour has
21 threatened to impose further disciplinary sanction on Mr. Perez if he continues to play in LIV Golf
22 events when he is not playing on the Tour.

23 236. Mr. Perez's unlawful suspension from the PGA Tour has caused him irreparable
24 professional harm, as well as financial, and commercial harm. The Tour's unlawful suspensions are
25 denying Mr. Perez the right he has earned to play in events on the Tour, to earn compensation playing
26 on the Tour, and to have the opportunities that come with such play. The Tour's suspension has denied
27 Mr. Perez the opportunity to participate in events that would have permitted him the chance to qualify
28 for the Tour in 2023. The Tour's suspension has denied Mr. Perez the right to the platform and the

1 public exposure provided by playing on the Tour. The Tour's suspension has denied Mr. Perez the
2 opportunity to hone and maintain his golf game by playing professional golf in the tournaments that he
3 would choose to play. The Tour's suspension has denied Mr. Perez access to play professional golf
4 before his fans via live attendance and video broadcast of Tour events. The Tour's unlawful conduct
5 cost Plaintiff Perez endorsement deals and sponsorships. Notably, the Tour is the only golf tour shown
6 regularly on broadcast television in the United States, and it earns vastly more in sponsorship,
7 advertising, and broadcast revenue than any other golf tour. The Tour's unlawful conduct eliminated
8 Plaintiff Perez's opportunity to earn up to \$10 million annually in the Player Impact Program, a
9 program that measures player impact by, among other things, calculating the player's Nielsen score
10 (how often a player is featured during PGA Tour tournament broadcasts). The Tour's suspension has
11 denied Mr. Perez the opportunity to earn FedEx Cup rankings and OWGR rankings. The Tour's
12 suspensions have denied Mr. Perez the opportunity to earn deferred compensation pursuant to the PGA
13 Tour Player Retirement Plan—which is his right as a member of the Tour and which he earns for each
14 tournament cut he makes. The Tour's unlawful suspensions have damaged Mr. Perez's goodwill and
15 caused him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights
16 Regulations have denied Mr. Perez competition for his services for years, have depressed his earnings,
17 and have decreased output of professional golf earning opportunities. The Tour's unlawful Conflicting
18 Events and Media Rights Regulations Tour's unlawful control of Mr. Perez and his use of his media
19 rights are causing him irreparable, financial and commercial harm that have denied him income and
20 playing opportunities in the past and as long as the Regulations that give the Tour such purported
21 control remain in place, Mr. Perez will be financially and irreparably harmed.

22 237. The Tour's unlawful conduct has also denied Mr. Perez the opportunity to play in PGL
23 tournaments and to earn compensation he foreseeably would have received competing in PGL
24 tournaments.

25 238. **Jason Kokrak.** On July 29, 2022, the Tour unlawfully suspended Mr. Kokrak on an
26 indefinite basis from playing on the Tour. The PGA Tour has threatened to impose further disciplinary
27 sanction on Mr. Kokrak.

28 239. Mr. Kokrak's unlawful indefinite suspension from the PGA Tour has caused him

1 irreparable professional harm, as well as financial, and commercial harm. The Tour's unlawful
2 suspensions are denying Mr. Kokrak the right he has earned to play in events on the Tour, to earn
3 compensation playing on the Tour, and to have the opportunities that come with such play. The Tour's
4 suspension has denied Mr. Kokrak the strong chance to qualify for the 2023 Major Championships by
5 placing in the Top 30 of the 2022 FedEx Cup Rankings. The Tour's suspension has denied Mr. Kokrak
6 the right to the platform and the public exposure provided by playing on the Tour. The Tour's
7 suspension has denied Mr. Kokrak the opportunity to hone and maintain his golf game by playing
8 professional golf in the tournaments that he would choose to play. The Tour's suspension has denied
9 Mr. Kokrak access to play professional golf before his fans via live attendance and video broadcast of
10 Tour events. The Tour's unlawful conduct cost Plaintiff Kokrak endorsement deals and sponsorships.
11 Notably, the Tour is the only golf tour shown regularly on broadcast television in the United States,
12 and it earns vastly more in sponsorship, advertising, and broadcast revenue than any other golf tour.
13 The Tour's unlawful conduct eliminated Plaintiff Kokrak's opportunity to earn up to \$10 million
14 annually in the Player Impact Program, a program that measures player impact by, among other things,
15 calculating the player's Nielsen score (how often a player is featured during PGA Tour tournament
16 broadcasts). The Tour's suspension has denied Mr. Kokrak the opportunity to earn FedEx Cup
17 rankings and OWGR rankings. The Tour's suspensions have denied Mr. Kokrak the opportunity to
18 earn deferred compensation pursuant to the PGA Tour Player Retirement Plan—which is his right as a
19 member of the Tour and which he earns for each tournament cut he makes. The Tour's unlawful
20 suspensions have damaged Mr. Kokrak's goodwill and caused him substantial reputational harm. The
21 Tour's unlawful Conflicting Events and Media Rights Regulations have denied Mr. Kokrak
22 competition for his services for years, have depressed his earnings, and have decreased output of
23 professional golf earning opportunities. The Tour's unlawful Conflicting Events and Media Rights
24 Regulations Tour's unlawful control of Mr. Kokrak and his use of his media rights are causing him
25 irreparable, financial and commercial harm that have denied him income and playing opportunities in
26 the past and as long as the Regulations that give the Tour such purported control remain in place, Mr.
27 Kokrak will be financially and irreparably harmed.

28 240. The Tour's unlawful conduct has also denied Mr. Kokrak the opportunity to play in

1 PGL tournaments and to earn compensation he foreseeably would have received competing in PGL
2 tournaments.

3 241. **Peter Uihlein.** On June 9, 2022, the Tour unlawfully suspended Mr. Uihlein on an
4 indefinite basis from playing on the Tour, the Korn Ferry Tour and any affiliated tours. On June 30,
5 2022, the Tour unlawfully suspended Mr. Uihlein from playing on the Tour, the Korn Ferry Tour, (or
6 any affiliated tours) through at least March 31, 2023. On July 23, 2022, the Tour unlawfully extended
7 Mr. Uihlein's suspension through at least March 31, 2024. The PGA Tour has threatened to impose
8 further disciplinary sanction on Mr. Uihlein if he continues to play in LIV Golf events when he is not
9 playing on the Tour or the Korn Ferry Tour.

10 242. Mr. Uihlein's unlawful two-year suspension from the PGA Tour and its affiliated tours,
11 including but not limited to the Korn Ferry Tour, has caused him irreparable professional harm, as well
12 as financial, and commercial harm. The Tour's unlawful suspensions are denying Mr. Uihlein the right
13 he has earned to play in events on the Korn Ferry Tour, to earn compensation playing on the Korn
14 Ferry Tour, and to have the opportunities that come with such play. The Tour's suspension has denied
15 Mr. Uihlein the opportunity to hone and maintain his golf game by playing professional golf in the
16 tournaments that he would choose to play. The Tour's unlawful suspensions are denying Mr. Uihlein
17 to the right he has earned to participate in the Korn Ferry Tour Championship Series finals (three
18 events) to have a chance to earn a PGA Tour card for the 2022-2023 season. If Mr. Uihlein is prohibited
19 from playing that series then he will have no other way to qualify for the PGA Tour next season. The
20 Tour's suspension has denied Mr. Uihlein the right to the platform and the public exposure provided
21 by playing on the Korn Ferry Tour (and possibly the Tour). The Tour's suspension has denied Mr.
22 Uihlein access to play professional golf before his fans via live attendance and video broadcast of Korn
23 Ferry Tour events (and possibly the Tour events). The Tour's suspension has denied Mr. Uihlein the
24 opportunity to earn Korn Ferry season rankings (and possibly FedEx Cup rankings next season), and
25 OWGR rankings. The Tour's unlawful suspensions have damaged Mr. Uihlein's goodwill and caused
26 him substantial reputational harm. The Tour's unlawful Conflicting Events and Media Rights
27 Regulations, which apply to Korn Ferry Tour members just as they apply to Tour member, have denied
28 Mr. Uihlein competition for his services for years, have depressed his earnings, and have decreased

1 output of professional golf earning opportunities. The Tour’s unlawful Conflicting Events and Media
2 Rights Regulations Tour’s unlawful control of Mr. Uihlein and his use of his media rights are causing
3 him irreparable, financial and commercial harm that have denied him income and playing opportunities
4 in the past and as long as the Regulations that give the Tour such purported control remain in place,
5 Mr. Uihlein will be financially and irreparably harmed.

6 243. The Tour’s unlawful conduct has also denied Mr. Uihlein the opportunity to play in
7 PGL tournaments and to earn compensation he foreseeably would have received competing in PGL
8 tournaments.

9 **Tour Threatens Small Businesses and Vendors To Boycott LIV Golf**

10 244. As part of its efforts to foreclose competition from LIV Golf and to foreclose
11 competition for Plaintiffs’ services, the Tour has also threatened companies and individuals in the golf
12 and sports production industry that they will be blackballed from working with the Tour if they work
13 with LIV Golf.

14 245. In January 2022, LIV Golf was negotiating with a tent vendor, Arena Americas, about
15 providing tents for LIV Golf events. Arena Americas indicated that it was interested in working with
16 LIV Golf, and LIV Golf engaged Arena Americas for its LIV Golf Invitational Series. However, Arena
17 Americas subsequently informed LIV Golf that it could not work with LIV Golf because the Tour had
18 told Arena Americas that it would cease doing business with Arena Americas if it worked with LIV
19 Golf.

20 246. LIV Golf had contracted with a golf scoring technology company, R2 Innovative
21 Technologies, to provide live scoring during LIV Golf events for fans watching and following along
22 on the Internet. On March 23, 2022, LIV Golf received an email from R2 Innovative Technologies
23 that it needed to rescind the contract with LIV Golf due to a business issue and needed to discuss the
24 issue with its attorney. R2 Innovative Technologies later represented to LIV Golf that representatives
25 from the PGA Tour had threatened R2 Innovative Technologies that the Tour would cease doing
26 business with it if it provided LIV Golf with support. R2 Innovative Technologies also told LIV Golf
27 that the PGA Tour has a “blacklist” for any vendor that works with LIV Golf. A Tour representative
28 called R2 Innovative Technologies and threatened to blacklist them if they worked with LIV Golf.

1 247. LIV Golf was in negotiation with Top Tracer to license its shot-tracing technology for
2 use during LIV Golf broadcasts. The Chief Executive Officer of Top Tracer was engaged with LIV
3 Golf on multiple calls, expressed major interest in providing LIV Golf with a license to Top Tracer
4 technology and developing a broader relationship to deploy and develop innovative products.
5 Suddenly, however, Top Tracer ceased communication with LIV Golf. After a period of radio silence,
6 Top Tracer informed LIV Golf that it would not be putting itself up for the potential business with LIV
7 Golf.

8 248. LIV Golf was in negotiation with Levelwear athletic apparel for LIV Golf volunteer
9 apparel for LIV Golf Invitational Series event staffing. On March 25, 2022, Levelwear informed LIV
10 that it would not sell LIV Golf any apparel because it did not want to jeopardize its relationship with
11 the Tour.

12 249. LIV Golf reached out to numerous producer candidates, many of whom are independent
13 contractors, who have communicated to LIV Golf that NBC and Golf Channel personnel have informed
14 all producers that they will not be hired or renewed for any work with NBC or Golf Channel moving
15 forward if they work with LIV Golf.

16 250. Senior programming executives at CBS revealed to LIV Golf that they cannot touch
17 LIV Golf even for consideration due to its relationship with the PGA Tour.

18 251. LIV Golf tried to retain the Endeavor Company, which includes IMG, IMG Arena, IMG
19 Media and WME, and despite interest in working with LIV Golf, they have told LIV Golf they cannot
20 work with it because Tour Commissioner Monahan has impressed upon Ari Emmanuel (Endeavor
21 CEO) and Mark Shapiro (Endeavor President) that Endeavor cannot work with LIV Golf.

22 252. Other vendors, like Intersport (event management company) and Aggreko
23 (Power/HVAC) engaged with LIV Golf but backed out without explanation, likely indicating that they
24 were subjected to pressure from the PGA Tour similar to that expressed by other third-party vendors.

25 253. LIV Golf negotiated with Provision Events, an event management company. On
26 February 15, 2020 Provision Events told LIV Golf, “we feel like we can provide exactly what you need
27 and our ambition would be to become your activation partner.” Provision Events and LIV Golf
28 corresponded regarding scope and arranged for a meeting to occur in March 2022. On March 10, 2022,

1 Provision Events emailed LIV Golf and informed LIV Golf without explanation that it could no longer
2 work with LIV Golf.

3 254. To supply drug testing procedures for the competing athletes, LIV Golf contacted Drug
4 Free Sport. A Drug Free Sport representative informed LIV Golf that it would have to take the prospect
5 of doing business with LIV Golf to his boss because of Drug Free Sport's involvement with the Tour,
6 but stated that "we do business with other organizations, not sure why this would be any different."
7 After checking with the "boss," the Drug Free Sport representative responded to LIV Golf, "I've spoken
8 to our CEO and given current headwinds in our space, we won't be able to engage at this time."

9 255. LIV Golf tried to negotiate with a golf shot technology company, Hawk Eye. Chris
10 Wary of Hawk Eye emailed LIV Golf that "[u]pon careful consideration and following internal
11 discussions, regrettably, at this point in time, we are not in a position to proceed any further with the
12 potential delivery of these technologies due to conflict of interest with our existing relationships." The
13 Tour is a Hawk Eye client.

14 256. LIV Golf tried to schedule events at a premier golf course, Sentosa Golf Club. Bob
15 Tan, Chairman of Sentosa Golf Club, informed LIV Golf that Dominic Wall of the R&A called him
16 and informed him that Sentosa Golf Club would be excluded and shunned by the rest of the world of
17 golf if it worked with LIV Golf.

18 257. LIV Golf tried to engage Ticketmaster for ticketing at its events. Ticketmaster was
19 prepared to work with LIV Golf until Ticketmaster pulled out of helping LIV Golf with ticket sales in
20 response to pressure from the PGA Tour.

21 258. LIV Golf tried to engage Pro Secrets, a yardage book company. Michael Etherington
22 of Pro Secrets informed LIV Golf that the PGA Tour had asked Pro Secrets to not work with LIV Golf.

23 259. LIV Golf tried to engage a company known as Cueto to provide software for organizing
24 event volunteers. Cueto was prepared to work with LIV Golf until Cueto informed LIV Golf that it
25 cannot work with LIV Golf "because of the threat it received from the PGA Tour."

26 260. LIV Golf tried to order custom hats through American Needle hat company, and
27 American needle informed LIV Golf that it does not want to do business with LIV Golf because of its
28 relationship with the PGA Tour and Augusta National.

1 competitive compensation for elite golf events without losing a meaningful number of golfers to
2 another type of sport or event.

3 267. The relevant geographic market for the product market is national; in the alternative,
4 the market for each product is global in scope. A hypothetical monopsonist in the purchase of services
5 of professional golfers for elite events in the United States would have the power to suppress
6 compensation for golfers substantially below competitive levels for a sustained period of time, because
7 professional golfers would be unlikely to leave the country to pursue their profession in sufficient
8 numbers to make sub-competitive compensation unprofitable for a hypothetical monopsonist in the
9 United States. This is also demonstrated in the evidence surrounding the PGA Tour, which has been
10 able to impose sub-competitive compensation for its elite golf events in the United States without losing
11 a meaningful number of golfers to golf tours in other countries. In the alternative, the relevant
12 geographic market is global. Under either formulation, the Tour has unquestioned monopsony power.

13 268. Until LIV Golf's nascent entry, the Tour was the only viable buyer of professional golfer
14 services in the relevant market for the purchase of services of professional golfers for elite golf events
15 because there is no reasonable substitute for playing on the Tour. The European Tour's participation
16 in the market is limited to events it co-sanctions with the Tour and thus, while it could be a purchaser
17 of services of professional golfers for elite events in the United States, it has entered into an agreement
18 with the Tour to not even try to compete with it. And, in the alternative global market, the European
19 Tour is not a viable alternative to the Tour because it cannot compete with the Tour on purse size,
20 Major qualifying opportunities, OWGR rankings, public platforms, sponsorship opportunities and
21 other benefits, and, regardless, it has entered into an agreement not to compete with the Tour.

22 269. Until LIV Golf's nascent entry, the Tour offered earnings opportunities for professional
23 golfers that are many times greater than any other tour in the world through far greater prize pools and
24 opportunities to secure sponsorships. The Tour offers far greater opportunities for recognition and
25 exposure, on-course competition, and opportunity to accrue OWGR points than any other tour in the
26 world. Until LIV Golf's nascent entry, virtually every golfer who qualifies for membership on the
27 PGA Tour joined it. Until LIV Golf's nascent entry, all of the top 50 golfers in the world were members
28 of the PGA Tour.

1 270. The Tour’s monopsony control of the purchase of services of professional golfers for
2 elite golf events allows it to compensate players at substantially lower levels than professional golfers
3 would earn in a competitive market, without risk of losing players to other promoters.

4 271. The Tour has used its monopsony power to impose anticompetitive regulations, notably
5 the Media Rights and Conflicting Events Regulations, which it forces on all of its Members and which
6 have the intent and effect of excluding competition.

7 272. Until LIV Golf’s nascent entry, the Tour’s share of the relevant market was 100 percent,
8 as all of the elite professional golfers in the United States (and the world) were members of the Tour.
9 Even after LIV Golf’s entry—which the Tour’s Commissioner has characterized as “irrational”—the
10 Tour’s share of the relevant market is dominant, as measured by the Tour’s share of purchases in the
11 services market for elite professional golf events. Indeed, all of the top golfers in the world, other than
12 those whom the Tour suspended, are locked into the PGA Tour. The Tour’s monopsony power is also
13 reflected in the bonus pool, increased purses, new marquee high-purse events that the Tour established
14 in response to the threat of entry by LIV Golf. The bonus pool and increased purses are direct evidence
15 of the Tour’s monopsony power, as the Tour significantly raised its prices in response to LIV Golf’s
16 competitive entry. This evidence also shows that compensation for professional golfers for elite events
17 would be significantly greater in a competitive labor market.

18 273. The Tour excludes competition for independent contractor players to sell their services
19 to others and manage their own name, image, and likeness because the Tour uses its market power to
20 prohibit them from doing so. The Tour’s Media Rights and Conflicting Events Regulations prevent
21 competitors from acquiring the services of Tour members. And even when a rival is able to get Tour
22 members to play in its events, the Media Rights Regulation excludes competition because it prevents
23 the competing event from securing broadcast partners for its events. That the Tour is able to require
24 Plaintiffs and the Tour’s other members to agree to these rules without guaranteed compensation for
25 doing so is powerful evidence of the Tour’s monopsony power.

26 274. The Majors are not substitutes for the PGA Tour in the market for services of elite
27 professional golfers. The Tour schedules its tournaments around the Majors and most qualifying
28 opportunities for the Majors are derived from the players’ play in the Tour.

Barriers To Entry To The Relevant Market

1
2 275. The Tour’s monopsony power in the market for the services of professional golfers for
3 elite golf events is protected by high barriers to entry. To enter this market, a competing elite
4 professional golf promoter needs to raise hundreds of millions of dollars in capital, recruit a sufficient
5 number of elite professional golfers to comprise a credible competing tour, arrange venues and
6 tournaments, arrange for television coverage of tournaments, recruit sponsors and advertisers, and
7 overcome the Tour’s antitrust violations. It also needs to offer OWGR ranking points.

8 276. As the facts giving rise to this litigation attest, the Tour’s Media Rights and Conflicting
9 Events Regulations restrict a competitor’s ability to contract for the services of professional golfers for
10 elite golf events. Despite offering far greater prize money, and guaranteed compensation for
11 participating players, LIV Golf was only able to attract a minority of elite golf professionals and had
12 to pay excessively higher guaranteed payments to recruit a number of marquee players than would be
13 required in a competitive market.

14 277. The Tour’s threats to Plaintiffs, its members, agencies, small businesses, and others, and
15 the threats of those acting in concert with it, erect an additional and substantial barrier to entry. Any
16 entity looking to enter the market relevant to this litigation now knows what it will face. As
17 Commissioner Monahan put it, the Tour will impose costs on any potential entrant such that there will
18 be “no possibility of a return” on the enormous investment it would take to attempt to enter the market.

19 278. The last prospective entrant before LIV Golf to garner any meaningful support from
20 players was the World Golf Tour in the mid-1990s. The Tour’s Media Rights and Conflicting Events
21 Regulations precluded its entry in short order. After the World Golf Tour folded, there was no
22 meaningful threat of competitive entry for roughly a quarter-century. If the Tour’s naked exercise of
23 its market power renders LIV Golf unable to sustain its efforts to enter the market, it would be
24 unreasonable to expect any attempt at competitive entry for the foreseeable future.

25 279. LIV Golf was able and prepared to enter the market before the anticompetitive conduct
26 of the Tour diminished its entry to what Commissioner Monahan dismissed as “exhibition matches”
27 that were acquired with a cost structure that offered “no possibility of a return.” LIV Golf is as serious
28 a nascent entrant as the PGA Tour has ever encountered. If LIV Golf fails, there will be no alternatives

1 for the participants in elite professional golf events, fans, and sponsors of the game. They will be left
2 with whatever the Tour chooses to offer.

3 280. Absent the Tour's anticompetitive conduct, LIV Golf would be an established and
4 healthy competitor to the Tour in the market for the services of professional golfers for elite golf events.
5 The Tour recognizes that LIV Golf "would be competitive to the PGA Tour." It denied LIV Golf
6 access to Plaintiffs' and its other members' services because it viewed LIV Golf as a competitor.

7 281. Plaintiffs, other professional golfers and Tour members are participants in the restrained
8 market because they sell their services to the PGA Tour and are thus subject to its monopsony power.
9 In addition, the Plaintiffs, other professional golfers, and Tour members are the target of the Tour's
10 anticompetitive scheme to destroy LIV Golf and monopolize the market.

11 **Anticompetitive Effects of the Tour's Conduct, Antitrust Injury, and Irreparable Harm**

12 282. The Tour's conduct, including (1) unreasonably restrictive regulations, (2) threats of
13 and now imposition of career-threatening bans, (3) suspensions of Plaintiffs and other members who
14 played at LIV Golf events, (4) the promise it will visit the "same fate" on any member who follows
15 their example, and (5) its exclusionary group boycott with other golfing bodies in the "ecosystem," all
16 serve no purpose other than to thwart competitive entry and preserve the Tour's entrenched monopoly
17 power. Faced with punishments of this nature, which could cause incalculable damage to players'
18 careers, Plaintiffs have been denied their right as independent contractors to sell their services to buyers
19 other than the PGA Tour. And they have been directly and irreparably harmed by being prevented
20 from participating in events in which they have already qualified, including the FedEx Cup Playoffs.
21 Many other players are effectively prevented from playing in LIV Golf events due to fear of punishment
22 from the PGA Tour.

23 283. As a result, the fields LIV Golf has been able to attract are weaker than would have been
24 the case in the absence of the punishments from the PGA Tour, because many golfers are simply
25 unwilling to take on the risks of playing in even a single LIV Golf event. This threatens irreparable
26 harm to the Plaintiffs because it threatens to permanently entrench the PGA Tour's monopsony power.

27 284. The punishments from the PGA Tour and others have forced LIV Golf to concentrate
28 funds towards increasing upfront payments, which has caused LIV Golf to scale down its entry plans

1 and offer fewer tournaments in 2022.

2 285. It is Plaintiffs’ understanding that while LIV Golf has the financial resources to make
3 initial cash outlays to launch its product, the ongoing cash outlays significantly impact long-term
4 viability of LIV Golf.

5 286. The risk that LIV Golf could be driven out of the marketplace only serves to make it
6 more difficult for Plaintiffs to overcome the threat of punishments from the PGA Tour. It has been
7 suggested that the actions of the PGA Tour and others have simply presented Plaintiffs with a
8 “choice”—stay within the existing “ecosystem” or choose to switch to the LIV Golf series. But this is
9 a false choice for several reasons.

10 287. As Commissioner Monahan admitted in his 2020 Memorandum, the Tour’s Media
11 Rights and Conflicting Events Regulations are intended to restrict its member players from offering
12 their services to others. The Tour’s amendments of its Regulations and the procedures for members
13 being released from them underscore the obvious: the Tour uses these provisions to create a roadblock
14 to competition. The Conflicting Events and Media Rights Regulation serve no legitimate business
15 purpose.

16 288. The Tour’s unlawful conduct has depressed professional golfer wages, denied Plaintiffs
17 labor mobility, blunted the effective entry of the potential entrants into the market that could challenge
18 the Tour’s monopoly, decreased the output of elite professional golf events and tours, decreased
19 opportunities for broadcast of elite professional golf, decreased opportunities for advertising and
20 sponsoring surrounding professional golf, decreased output of elite professional golf entertainment for
21 fans, and diluted LIV Golf’s opportunity to compete in the elite professional golf marketplace.

22 289. The Tour’s punishments have deprived Plaintiffs’ opportunities to continue playing on
23 the Tour, earning deserved compensation, earning opportunities into Majors, sponsorship relationships
24 and revenue, and future opportunities to play and earn on the Tour. The Tour’s punishments have also
25 caused irreparable harm to Plaintiffs’ goodwill, reputation, and brand. The Tour has denied Player
26 Plaintiff Gooch, Swafford and Jones entry into the FedEx Cup Playoffs, which they have earned
27 through their performance.

28 290. LIV Golf sought to secure commitments from players by March 2022 to establish its

1 League for the summer 2022. The Tour’s anticompetitive conduct caused top professional golfers not
2 to sign up. The Tour’s conduct denied Plaintiffs and other Tour members compensation they would
3 earned from the LIV Golf League. Its anticompetitive conduct diminished competition, reduced
4 marketwide output, and put LIV Golf League on the shelf for 2022 .

5 291. Moreover, the Tour’s threats of possible punishment for violating its Regulations and
6 its actual punishments have caused even further foreclosure and have caused LIV Golf to employ a
7 cost structure that significantly impacts its long-term viability.

8 292. The Tour’s Regulations, unilateral and coordinated threats of lifetime bans, and
9 imposition of career-threatening punishment have scared off the large majority of elite professional
10 golfers and other participants in elite professional golf events and have caused LIV Golf to employ a
11 cost structure that significantly impacts its long-term viability.

12 293. The Tour’s conduct has substantially diminished and impaired the entry of the
13 promoters that could meaningfully threaten the PGA Tour’s monopoly, which has stood unchallenged
14 for decades. Its conduct has denied LIV Golf the opportunity to pursue its innovative business model
15 in 2022. Its conduct decreased elite professional golf tournaments in 2022 and 2023 as LIV Golf was
16 required to change its model and allocate further capital to try to overcome the Tour’s Regulations and
17 threats.

18 294. The Tour’s conduct has harmed Plaintiffs as they have been suspended from what the
19 Tour calls the “preeminent” golf association in the world for exercising their right as independent
20 contractors to pursue their livelihood, sell their services to buyers other than the incumbent monopolist,
21 and expand their sponsorship opportunities.

22 295. The Tour’s conduct has also harmed Plaintiffs as they have lost sponsorship
23 opportunities and other business opportunities as a result of the Tour’s pressure on sponsors and other
24 entities with which the Plaintiffs do business.

25 296. If the Tour’s unlawful conduct is not enjoined, the harm to Plaintiffs will be permanent
26 and irreparable. While LIV Golf has partially entered the market at great expense, it has done so on
27 terms that the Tour recognizes are “irrational.” For competition for Plaintiffs’ services, the Tour’s
28 Regulations frustrating the labor mobility of its members and tying up their media rights must be

1 enjoined.

2 297. If the Tour can force LIV Golf out of the relevant market, the Tour's monopsony will
3 be cemented for many years to come, and immune to even attempted entry. Injunctive relief is
4 necessary to restore competition for Tour members' services and to innovate the game that the Tour,
5 only in theory, promises to support. All of the equities and the public interest support such relief.
6 Otherwise, the harm to competition will be irreversible and permanent.

7 **CLAIMS FOR RELIEF**

8 **COUNT I: Unlawful Monopsonization of the market for ELITE GOLF EVENT SERVICES**
9 **in Violation of Sherman Act § 2 (15 U.S.C. § 2)**

10 298. Plaintiffs incorporate by reference the allegations of all preceding paragraphs as though
11 fully set forth in this Count I.

12 299. At all relevant times, the Tour has had monopsony power over the market for the
13 services of professional golfers for elite golf events in the United States (or, alternatively, in the world).

14 300. The Tour has willfully maintained and abused its monopsony power through
15 anticompetitive conduct, including, among other things, by: (1) threatening to expel and impose a
16 lifetime ban on all players who contract with LIV Golf; (2) imposing unreasonable and anticompetitive
17 restrictions on players' ability to sell their independent contractor services, including the Media Rights
18 Regulation and Conflicting Events Regulation in the Regulations, which have the effect of foreclosing
19 competition; (3) threatening to enforce the terms of the Regulations beyond their meaning to deny
20 players the freedom to play in competing tours; (4) enforcing the terms of the Regulations to deny
21 Plaintiffs' competitive opportunities; (5) threatening to harm other agencies, businesses or individuals
22 who would otherwise work with Plaintiffs and/or LIV Golf; and (6) suspending and punishing Plaintiffs
23 for playing in LIV Golf and supporting it, all in order to punish and harm Plaintiffs, to prevent
24 competition for their services, and to prevent LIV Golf from launching a competitive elite professional
25 golf tour.

26 301. The anticompetitive actions of the PGA Tour do not further any procompetitive goals
27 and are not reasonably necessary to achieve any legitimate procompetitive benefits.

28 302. The PGA Tour's exclusionary conduct has unreasonably restrained competition in the

1 market for services of professional golfers for elite golf events by:

- 2 • Preventing vigorous competition for elite professional golfer services;
- 3 • Suspending Plaintiffs for playing professional golf;
- 4 • Preventing LIV Golf from contracting with agencies, vendors, sponsors, advertisers
- 5 and players needed to offer an elite professional golf entertainment product;
- 6 • Impacting competition in contracting for the services of elite professional golfers;
- 7 • Depressing compensation for the services of elite professional golfers below
- 8 competitive levels;
- 9 • Decreasing the output of elite professional golfer services opportunities;
- 10 • Denying Plaintiffs the right to have free agency for their independent contractor
- 11 services;
- 12 • Interfering with Plaintiffs' and others' contractual negotiations with LIV Golf;
- 13 • Interfering with LIV Golf's contractual negotiations with agencies, sponsors,
- 14 venues, vendors, broadcasters, and partners to work with LIV Golf; and
- 15 • Preventing LIV Golf from promoting elite professional golf to fans.

16 303. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will
17 continue to be harmed in their business or property; competition in the relevant market will be harmed;
18 the PGA Tour will unlawfully maintain its monopoly position; and players, consumers, and other
19 stakeholders will be harmed.

20 304. Plaintiffs have been and will continue to be irreparably harmed by the PGA Tour's
21 unlawful conduct such that Plaintiffs need expedited injunctive relief in order to stop immediately the
22 PGA Tour's threats and imposition of onerous punishments on professional athletes to thwart LIV
23 Golf's entry and maintain the PGA Tour's monopoly and an order enjoining enforcement of the PGA
24 Tour's anticompetitive Regulations.

25 305. The PGA Tour's anticompetitive acts violate Section 2 of the Sherman Act.

26 306. Plaintiffs seek injunctive relief, monetary damages, treble damages, costs of this suit,
27 reasonable attorney's fees, and interest pursuant to 15 U.S.C. §§ 15(a), 26 and any other relief this
28 Court deems just and proper under Count I.

1 Golf despite recognizing the “fit and appeal” of partnering with LIV Golf because
2 the European Tour had contracted with the Tour and could not upset the “US PGA
3 mighty power;”

- 4 • The Tour and the European Tour then took steps in furtherance of their scheme,
5 including threatening all players with lifetime bans if they competed in the PGL and,
6 later, LIV Golf, tournaments; and
- 7 • In addition, the Tour and European Tour agreed to suspend players who competed
8 in LIV Golf tournaments.

9 310. The Tour used its Regulations to implement the unlawful agreement and achieve the
10 anticompetitive purpose of the agreement, harming Plaintiffs and competition.

11 311. After the agreement was reached, the Tour enforced its unlawful Regulations and
12 proceeded to suspend Plaintiffs for violating the Regulations. Further evidencing the agreement that
13 was in fact reached, the Tour enforced the Regulations in a way that they had not been enforced
14 previously. Historically, the Tour permitted members to associate with multiple tours simultaneously
15 and routinely granted releases for golfers to compete in non-Tour affiliated tournaments. In contrast,
16 the Tour denied all releases for LIV Golf events and imposed effective career-ending suspensions on
17 Plaintiffs. The Tour made clear its enforcement of these Regulations is intended to destroy the entry
18 of LIV Golf, harming the Plaintiffs and competition as a whole in the process. Likewise, as detailed
19 in this Complaint, the European Tour has departed from its longstanding practices regarding conflicting
20 events to align with the Tour in furtherance of their agreement to act jointly to exclude LIV Golf and
21 punish the Plaintiffs and other golfers who play in LIV Golf events.

22 312. Professional golfers (including Plaintiffs) are essential to the Tour’s scheme to eliminate
23 competition in the market. As Commissioner Monahan admitted: “The impact that [the new league]
24 could have on the PGA TOUR is dependent on the level of support it may receive from these players.
25 Without this support, [the new league’s] ability to attract media and corporate partners will be
26 significantly marginalized and its impact on the TOUR diminished.”

27 313. Plaintiffs are the pawns (and targets) used to effectuate the group boycott and eliminate
28 competition in the market for the services of professional golfers for elite golf events; the Plaintiffs’

1 suspensions are a necessary means to accomplish the Tour's anticompetitive scheme.

2 314. The agreements constitute unreasonable restraints of trade that are per se illegal under
3 Section 1 of the Sherman Act, 15 U.S.C. § 1. The agreement constitutes a group boycott orchestrated
4 by a monopolist that is expressly aimed at foreclosing the entry of the only viable alternative to the
5 Tour into the relevant market. No elaborate analysis is required to demonstrate the anticompetitive
6 character of this group boycott.

7 315. The agreements are also unreasonable restraints of trade that are unlawful under Section
8 1 of the Sherman Act, 15 U.S.C. § 1, under the rule of reason analytical framework. The principal
9 tendency of the agreement is to restrain competition, reinforce the market power of the PGA Tour,
10 defeat the nascent entry of LIV Golf, and eliminate competition in the relevant market. This harmed
11 Plaintiffs and other professional golfers by eliminating competition in the market for their services and
12 also restricted competition in the market generally. The agreement between the Tour and the European
13 Tour to lock arms in a joint effort to foreclose competitive entry lacks any legitimate procompetitive
14 justifications.

15 316. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will
16 continue to be harmed in their business or property; competition in the relevant market will be harmed;
17 the PGA Tour will unlawfully maintain its monopoly position; and Plaintiffs, LIV Golf, consumers,
18 and other stakeholders will be harmed.

19 317. Plaintiffs have been and will continue to be irreparably harmed by the PGA Tour's
20 unlawful conduct such that Plaintiffs need expedited injunctive relief in order to stop the PGA Tour's
21 unlawful conduct.

22 318. The PGA Tour's anticompetitive acts violate Section 1 of the Sherman Act.

23 319. Plaintiffs seek injunctive relief, monetary damages, treble damages, costs of this suit,
24 reasonable attorney's fees, and interest pursuant to 15 U.S.C. §§ 15(a) and 26, and any other relief this
25 Court deems just and proper under Count II.

26 **Count III: Unlawful Agreement to Restrain Trade in Violation of the Cartwright Act (Cal.**
27 **Bus. & Prof. Code §§ 16720(a), 16726) [Group Boycott]**

28 320. Plaintiffs incorporate by reference the allegations of all preceding paragraphs as though

1 fully set forth in this Count III.

2 321. The PGA Tour has unlawfully agreed with the European Tour (and potentially others)
3 “[t]o create or carry out restrictions in trade or commerce.” Cal. Bus. & Prof. Code §§ 16720(a), 16726.
4 Moreover, the Tour’s violation of Section 1 of the Sherman Act necessarily constitutes a violation of
5 the Cartwright Act.

6 322. The Tour operates six annual tournaments in the state of California, owns golf courses
7 in California, committed multiple acts in furtherance of its unlawful group boycott in California, co-
8 hosted a tournament with the European Tour in California from which it banned any golfers who
9 participated in a LIV Golf event, harmed California resident golfers (including Plaintiff Mickelson),
10 and harmed competition for professional golfers’ services for elite events in California. Moreover, the
11 law and public policy of other affected states is materially similar to the law of California.

12 323. The Tour has unlawfully agreed with the European Tour to not compete for players’
13 services and to act jointly to prevent the entry of LIV Golf into the market for the services of
14 professional golfers for elite golf events. Specifically, the PGA Tour and the European Tour agreed to
15 boycott LIV Golf, players who work with LIV Golf, and any other person or entity that seeks to partner
16 with LIV Golf. The Tour entered an agreement with the European Tour so as to—as Commissioner
17 Monahan vowed—“remov[e] the European Tour as a potential partner” of a new entrant like LIV Golf.

18 324. The PGA Tour and the European Tour have taken acts in furtherance of their unlawful
19 boycott. For instance, the European Tour has agreed to suspend and punish golfers for playing in LIV
20 Golf, to no longer compete with the PGA Tour for players’ services, and to not partner with LIV Golf
21 or other potential entrants. The two tours have unlawfully agreed to deny (and taken steps to deny)
22 golfers who play in LIV Golf events the opportunity to play in the tours’ co-sanctioned events
23 (including the event they co-sanctioned in California), and to unfairly punish independent contractors
24 for playing with a competitor promoter.

25 325. The Tour’s agreement with the European Tour has the illegal purpose to eliminate a
26 competitor and future potential entrants. In particular, the Tour seeks to deny LIV Golf access to the
27 services of professional golfers for elite golf events along with the other partners and inputs necessary
28 to compete for the services of professional golfers for elite golf events. The two tours have also

1 unlawfully agreed to not compete for players' services in order to suppress wages and decrease output
2 of opportunities.

3 326. The tours' agreement constitutes an unreasonable restraint of trade that is per se illegal
4 under California Business and Professions Code §§ 16720(a), 16726. The agreement constitutes a
5 group boycott orchestrated by a monopolist that is expressly aimed at foreclosing the entry of the only
6 viable alternative to the Tour into the relevant market. No elaborate analysis is required to demonstrate
7 the anticompetitive character of this group boycott.

8 327. The agreement also constitutes an unreasonable restraint of trade that is unlawful under
9 California Business and Professions Code §§ 16720(a), 16726, under a rule-of-reason analysis. The
10 principal tendency of the agreements is to restrain competition, reinforce the market power of the PGA
11 Tour, and seriously hamper (or outright defeat) the competitive effectiveness and prospective entry of
12 LIV Golf—by harming professional golfers like Plaintiffs and thus eliminating competition for their
13 services—the only viable alternative in the relevant market, and thereby harm competition in the
14 relevant market. This harmed Plaintiffs and other professional golfers by eliminating competition in
15 the market for their services and also restricted competition in the market generally. The agreement
16 lacks any legitimate procompetitive justifications, because, among other things, the group boycott
17 deprives Plaintiff Mickelson and other Plaintiffs of means to practice their profession that are so
18 essential that they are necessary to compete effectively in the sport of professional golf.

19 328. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will
20 continue to be harmed in their business or property; competition in the relevant market will be harmed;
21 the PGA Tour and the European Tour will unlawfully maintain their monopoly position and unlawful
22 boycott; and Plaintiffs, LIV Golf, consumers, and other stakeholders will be harmed.

23 329. As a result of the PGA Tour's anticompetitive conduct, Plaintiffs have been and will
24 continue to be irreparably harmed such that they need preliminary and permanent injunctive relief in
25 order to stop immediately the PGA Tour's unlawful conduct.

26 330. The PGA Tour's anticompetitive acts violate the Cartwright Act. Cal. Bus. & Prof.
27 Code §§ 16720(a), 16726.

28 331. Plaintiffs seek injunctive relief, monetary damages, treble damages, costs of this suit,

1 reasonable attorney’s fees, and interest pursuant to Cal. Bus. & Prof. Code § 16750(a), and any other
2 relief this Court deems just and proper under Count III.

3 **Count IV: Breach of Contract**

4 332. Plaintiffs incorporate by reference the allegations of all preceding paragraphs as though
5 fully set forth in this Count IV.

6 333. On various dates, Plaintiffs and the Tour entered into a contract when the Plaintiffs
7 submitted their respective membership applications and membership renewal applications and agreed
8 to be bound by the Tour’s Regulations. The Regulations (other than those described in this Complaint
9 that violate the antitrust laws and therefore are unenforceable) are a legally binding agreement by and
10 between Plaintiffs, respectively and individually, and the Tour. Plaintiffs maintain that provisions
11 within the Regulations are not enforceable, but the provision the Tour has breached is not one of those
12 provisions.

13 334. Plaintiffs performed all enforceable provisions in the Tour’s Regulations and have
14 complied with all obligations under the Tour’s Disciplinary Process detailed in the Tour’s Regulations.

15 335. The Tour breached Section VII.E.2 of the Regulations because it failed to abate
16 Plaintiffs’ suspensions pending their appeals of the Tour’s Disciplinary Actions. Section VII.E.2
17 provides that “[a]n appeal shall operate to stay the effective date of any penalty, except suspension
18 from a tournament then in progress or scheduled for the calendar week in which the alleged violation
19 occurred, until after the final decision on the appeal.” Exhibit 1. The Tour was thus required to honor
20 some Plaintiffs’ requests to participate in Tour events, including the FedEx Cup Playoff events,
21 occurring while Plaintiffs’ appeals to the Tour’s Appeals Committees remained pending.

22 336. The Tour’s breach caused Plaintiffs to incur substantial damages in the form of
23 irreparable harm (in the form of loss of FedEx Cup ranking points, loss of OWGR ranking points, loss
24 of career opportunities, loss of goodwill, and reputational harm), loss of income-earning opportunities,
25 loss of retirement-plan payments, consequential damages, expenses, and costs.

26 **Count V: Declaratory Judgment that the Tour’s Suspensions of Plaintiffs Violated Their**
27 **Right to Fair Procedure**

28 337. The Plaintiffs incorporate by reference the allegations of all preceding paragraphs as

1 though fully set forth in this Count V.

2 338. The Tour is a gatekeeper organization that possesses a monopsony over the services of
3 professional golfers for elite golf events. The Tour's suspension of the Plaintiffs thereby affects the
4 public interest.

5 339. By virtue of its unlawful regulations and the suspensions, the Tour has exiled Plaintiffs
6 from their chosen profession, thwarting their ability to earn income, including prize monies, bonuses,
7 deferred payments, endorsement deals and sponsorships. The Tour has simultaneously damaged
8 Plaintiffs' goodwill and caused them substantial reputational harm.

9 340. The PGA Tour's suspension of the Plaintiffs adversely affects their respective
10 substantial property, contract, and other economic rights.

11 341. The Tour's procedures for imposing career-threatening indefinite suspensions are
12 inadequate, substantively irrational, and procedurally unfair on numerous bases, including:

- 13 ▪ The Tour's Commissioner imposed the suspensions to penalize Plaintiffs for
14 participating in golf tournaments sponsored by LIV Golf in order to further the Tour's
15 unlawful objective of foreclosing competition;
- 16 ▪ The Plaintiffs are denied any hearing or meaningful opportunity to respond to the
17 charges against them considering the severity of the sanctions imposed;
- 18 ▪ The Plaintiffs are denied any review by an impartial decision maker. Instead, their
19 appeals would be decided by a three-person appeals committee, composed of members
20 of the Tour's Policy Board—*i.e.*, the same Tour leadership that has been engaged in a
21 public and well-documented vendetta against anything and everything related to LIV
22 Golf for the last two years;
- 23 ▪ The suspensions imposed on the Plaintiffs are substantively irrational because they are
24 premised on violations of unlawful Regulations, which are designed to achieve, have of
25 the effect of achieving, and have been wielded in a discriminatory manner to further the
26 Tour's anticompetitive end; and
- 27 ▪ The Tour has refused to honor its Regulations that require it to stay suspensions pending
28 Plaintiffs' appeals of the career-threatening, long-term and indefinite suspensions—

1 which is particularly unfair in light of Plaintiffs' serious allegations against the unlawful
2 nature of the Regulations they allegedly violated and the severity of their sanctions.

3 342. The PGA Tour acted maliciously and in bad faith in imposing the suspensions upon
4 Plaintiffs.

5 343. The PGA Tour's suspensions violated the Plaintiffs' right to fair procedure under
6 California and Florida law.

7 344. The Plaintiffs seek relief declaring that the procedures used by the PGA Tour in
8 suspending the Plaintiffs were unlawful, and enjoining the PGA Tour from enforcing those
9 suspensions.

10 345. The relief sought by the Plaintiffs arises in a case of actual controversy within the
11 Court's jurisdiction, will settle substantial aspects of the controversy between the Plaintiffs and the
12 PGA Tour, and is appropriate for judgment under the Declaratory Judgment Act, 28 U.S.C.A. § 2201
13 *et seq.*

14 **JURY DEMAND**

15 346. Plaintiffs demand a trial by jury of all issues so triable.

16 **RELIEF REQUESTED**

17 WHEREFORE, Plaintiffs hereby request that the Honorable Court award the following
18 preliminary injunctive relief against the PGA TOUR:

- 19 a. Stay and enjoin the PGA Tour's suspension and sanctions imposed on Plaintiffs;
20 b. Prevent the PGA Tour from banning or threatening to ban from the PGA Tour
21 (and its affiliated Tour) players who talk to, contract with, play in, or associate
22 with LIV Golf;
23 c. Prevent the PGA Tour from expelling players from the PGA Tour (and its
24 affiliated Tour) or PGA Tour tournaments who talk to, contract with, play in, or
25 associate with LIV Golf;
26 d. Prevent the PGA Tour from threatening or imposing any other punishments or
27 otherwise harming or threatening to harm anyone who talks to, contracts with,
28 or associates with LIV Golf;

- 1 e. Prevent the PGA Tour from conspiring or unlawfully agreeing with the
- 2 European Tour to ban or threaten to ban players from participating in European
- 3 Tour events or participating in the Ryder Cup for talking to, contracting with,
- 4 playing in, or associating with LIV Golf;
- 5 f. Prevent the PGA Tour from pressuring or coordinating with the R&A, Masters,
- 6 and/or PGA of America (or others), to punish, exclude or threaten to exclude
- 7 players otherwise eligible under current eligibility rules from participating in
- 8 golf events (including the Majors);
- 9 g. Prevent the PGA Tour from amending its rules to prevent players otherwise
- 10 eligible from playing in PGA Tour events or co-sponsored events, such as the
- 11 FedEx Cup, the WGC tournaments, the Tournament of Champions, the Players,
- 12 the Memorial, the Arnold Palmer Invitational, the Genesis Invitational, AT&T
- 13 Pebble Beach Open, and the Presidents Cup;
- 14 h. Prevent the PGA Tour from enforcing its unlawful restrictions on independent-
- 15 contractor golfers, including the Media Rights Regulation and the Conflicting
- 16 Events Regulation;
- 17 i. Prevent the PGA Tour from amending its rules to prevent players otherwise
- 18 eligible from playing in PGA Tour events or co-sponsored events; and
- 19 j. Prevent the PGA Tour from applying rules beyond their meaning to punish
- 20 players who associate with LIV Golf, or otherwise to thwart competition.

21 WHEREFORE, Plaintiffs hereby request that the Honorable Court award the following
22 permanent injunctive relief against the PGA TOUR:

- 23 a. Stay and enjoin the PGA Tour's suspension and sanctions imposed on Plaintiffs;
- 24 b. Enjoin the PGA Tour from banning or threatening to ban from the PGA Tour
- 25 (and its affiliated Tour) players who talk to, contract with, play in, or associate
- 26 with LIV Golf;
- 27
- 28

- 1 c. Enjoin the PGA Tour from expelling players from the PGA Tour (and its
2 affiliated Tour) or PGA Tour tournaments who talk to, contract with, play in, or
3 associate with LIV Golf;
- 4 d. Enjoin the PGA Tour from threatening or imposing any other punishments or
5 otherwise harming or threatening to harm anyone who talks to, contracts with,
6 or associates with LIV Golf;
- 7 e. Enjoin the PGA Tour from conspiring or unlawfully agreeing with the European
8 Tour to ban or threaten to ban players from participating in European Tour
9 events or participating in the Ryder Cup for talking to, contracting with, playing
10 in, or associating with LIV Golf;
- 11 f. Enjoin the PGA Tour from agreeing, contracting or threatening the R&A,
12 Masters, and/or PGA of America (or others), to punish, exclude or threaten to
13 exclude players otherwise eligible under current eligibility rules from
14 participating in golf events (including the Majors);
- 15 g. Enjoin the PGA Tour from amending its rules to prevent players otherwise
16 eligible from playing in PGA Tour events or co-sponsored events, such as the
17 FedEx Cup, the WGC tournaments, the Tournament of Champions, the Players,
18 the Memorial, the Arnold Palmer Invitational, the Genesis Invitational, AT&T
19 Pebble Beach Open, and the Presidents Cup;
- 20 h. Enjoin the PGA Tour from enforcing its unlawful restrictions on independent-
21 contractor golfers, including the Media Rights Regulation and the Conflicting
22 Events Regulation;
- 23 i. Enjoin the PGA Tour from amending its rules to prevent players otherwise
24 eligible from playing in PGA Tour events or co-sponsored events; and
- 25 j. Enjoin the PGA Tour from applying rules beyond their meaning to punish
26 players who associate with LIV Golf, or otherwise to thwart competition.

27 WHEREFORE, Plaintiffs request that this Honorable Court:
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- a. Adjudge and decree that the PGA Tour is unlawfully maintaining its monopoly over the market for the services of professional golfers for elite golf events in violation of Section 2 of the Sherman Act;
- b. Adjudge and decree that the PGA Tour unreasonably restrained trade in violation of Section 1 of the Sherman Act when it entered agreement with the European Tour to boycott LIV Golf and potential competitors and those who associate with LIV Golf to try to prevent competition for professional golfers' services;
- c. Adjudge and decree that the PGA Tour violated California's Cartwright Act (Cal. Bus. & Prof. Code §§ 16720(a), 16726);
- d. Adjudge and decree that the PGA Tour's punishment denied Plaintiffs fair procedure;
- e. Adjudge and decree that the PGA Tour breached its Regulations when it refused to abate Plaintiffs' suspensions pending their respective appeals;
- f. Award Plaintiffs monetary damages, treble damages, and economic damages;
- g. Award Plaintiffs their costs in this action, including attorneys' fees; and
- h. Award Plaintiffs any further relief as may be just and proper.

1 DATED: August 3, 2022

Respectfully submitted,

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DATED: August 3, 2022

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ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1

Pursuant to Civil Local Rule 5-1(h)(3) of the Northern District of California, I attest that concurrence in the filing of the document has been obtained from each of the other signatories to this document.

DATED: August 3, 2022

GIBSON, DUNN & CRUTCHER LLP

By: /s/ Rachel S. Brass
Rachel S. Brass