

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

-----X

ALL SEASONS PRESS, LLC,

Case No. 2023-CA-_____ -NC

Plaintiff,

Judge _____

-against-

DIVISION A

MARK MEADOWS,

COMPLAINT

Defendant.

JURY TRIAL DEMANDED

-----X

NOW COMES Plaintiff ALL SEASONS PRESS, LLC (“ASP” or “Publisher”), by and through its undersigned counsel, against Defendant MARK MEADOWS (“Meadows” or “Author”) and states as follows:

INTRODUCTION

1. This case arises from Meadows’ breach of a publishing agreement with ASP (the “Agreement”) pursuant to which ASP published a book authored by Meadows entitled *The Chief’s Chief* (the “Book” or the “Work”). In the Agreement, Meadows, the former White House Chief of Staff under President Donald J. Trump, promised and represented that “all statements contained in the Work are true and based on reasonable research for accuracy” and that he “has not made any misrepresentations to the Publisher about the Work.”

2. As detailed below, upon information and belief, Meadows breached those warranties causing ASP to suffer significant monetary and reputational damage when the media widely reported on October 24, 2023 that Meadows told Special Prosecutor Jack Smith (the

“Special Prosecutor”) and/or his staff investigating the January 6, 2021 insurrection and attack at the United States Capitol (the “January 6th Attack”) and testified before a federal grand jury under oath in exchange for immunity from prosecution that he warned President Trump against claiming that election fraud corrupted the electoral votes cast in the 2020 Presidential Election and that neither he nor former President Trump actually believed such claims.

3. Meadows’ reported statements to the Special Prosecutor and/or his staff and his reported grand jury testimony squarely contradict the statements in his Book, one central theme of which is that President Trump was the true winner of the 2020 Presidential Election and that election was “stolen” and “rigged” with the help from “allies in the liberal media,” who ignored “actual evidence of fraud, right there in plain sight for anyone to access and analyze,” leading to the wrongful election of President Biden.

PARTIES, JURISDICTION AND VENUE

4. ASP is a Delaware limited liability company with its principal place of business at 2881 East Oakland Park Blvd., Suite 456, Ft. Lauderdale, Florida 33306.

5. Upon information and belief, Meadows resides in South Carolina.

6. Subject matter jurisdiction is proper in this Court under Fla. Stat. § 26.012(2)(a) as this is an action for damages that exceed \$50,000.00, exclusive of interest and attorney’s fees.

7. Personal jurisdiction and venue are proper in this Court under Fla. Stat. §§ 47.041 and 48.193(9), Fla. Stat. § 685.102, as this matter is governed by a contractual forum selection clause providing that any lawsuit between the parties “shall be filed in the federal or state courts located in the Middle District of Florida, and the Parties hereby consent to such jurisdiction.”

STATEMENT OF FACTS

The Agreement and Payment of the First Two Installments of the Advance

8. ASP is a recently formed small, independent book publisher, which has devoted significant time and expense developing a reputation in the market for honesty and integrity.

9. Since launching, ASP has focused on conservative writers and trailblazing women in business and financial innovation.¹

10. Meadows served as White House Chief of Staff under President Donald J. Trump and stated publicly numerous times that he agreed with President Trump that the 2020 Presidential Election was stolen via election fraud.

11. On January 9, 2021, just three (3) days after the January 6th Attack, Meadows signed the Agreement with True Road Books, Inc. (“TRB”), a copy of which is submitted herewith as Exhibit A, pursuant to which Meadows agreed to deliver to TRB for publication a manuscript between 65,000-75,000 words for a book entitled *The Chief’s Chief*.

12. TRB later assigned its publishing rights in the Book to ASP by assignment dated September 21, 2021, and ASP issued all payments to Meadows in connection with the publication of the Book, which he accepted.

¹ ASP has published works including *Tucker* by Chadwick Moore; *Levi’s Unbuttoned: The Woke Mob Took My Job But Gave Me My Voice* by Jennifer Sey; *Fearless: Wilma Soss and America’s Forgotten Investor Movement* by Janice M. Traflete and Robert E. Wright; *The Bodies of Others: The New Authoritarians, COVID-19 and The War Against the Human* by Naomi Wolf; and *The Money Confusion: How Illiteracy About Currencies and Inflation Sets the Stage for the Crypto Revolution* by John Tamny. At present, the company is in discussions to publish a book on the U.S. government’s elimination of Qasem Solemani, the Iran head of clandestine military operations, as well as an account of the extraordinary efforts of the U.S. diplomatic and security services to convince nations to ban Huawei products in their telecommunications infrastructure.

13. At the time of the assignment, ASP anticipated that Meadows would follow the tradition of other former Presidential Chief of Staffs' accounts of their time as the gatekeepers for the President of the United States.

14. Instead, Meadows chose to emphasize events from the 2020 Presidential Election through the January 6th Attack.

15. One of the Book's primary theses is that President Trump was the true winner of the 2020 Presidential Election and that the election was stolen by President Biden through widespread election fraud.

16. Chapter Fifteen of the Book entitled "The Long Con" begins with this sentence: "I KNEW HE DIDN'T LOSE" (capital letters in original at Book page 243) and chronicles how the 2022 Presidential Election was "stolen" from former President Trump and "rigged" with the help from "allies in the liberal media," who ignored "actual evidence of fraud, right there in plain sight for anyone to access and analyze." (Book page 253-254)

17. Meadows concludes: "In time, it became clear that the media's plan—'the long con'—had worked." (Book at page 254) Describing the liberal media and "Fake News," Meadows writes: "It was one thing for them to rig the election and get away with it, but even for them, bragging about the theft would be a bridge too far." (Book page 255)

18. Meadows quotes former President Trump as stating:

"Mark," he would say to me. "Look, if I lost, I would have no problem admitting it. I would sit back and retire and probably have a much easier life. But I *didn't* lose. People need me to get back to work. We're not done yet."

(Book page 262; quotation marks and italics in original)

Meadows adds: "He was absolutely correct."

(Book page 262)

19. In Chapter Sixteen of the Book entitled “The Ride Out” Meadows repeats this central theme of his Book:

As President Trump has said often, he would have had no problem admitting that he lost the race. If he really did believe that the American people had gone to the polls on Election Day, cast one ballot each, and come together in a show of support for Joe Biden just as they had done for him four years earlier, he would have called to congratulate the Biden campaign, invited the new president to the White House, and then cheerfully resumed the wonderful life of luxury that he had given up to serve as our president in the first place.

But that is *not* what he believed happened. The election had been rigged, and his primary means of getting that message out to the American people—the president’s Twitter feed—had been taken away.

(Book page 268-269; emphasis in original)

20. In Section 19 of the Agreement entitled “Author’s Warranties,” Meadows warrants that “all statements contained in the Work are true and based on reasonable research for accuracy” and that he “has not made any misrepresentations to the Publisher about the Work.”

21. In the Book’s Prologue entitled “Hanging Around” Meadows assured readers that the statements in the Book are accurate. He relates former President Trump’s request regarding the Book: “The president asked only that I get the truth out with the book.” (Book page 9).

22. In Section 20 of the Agreement entitled “Indemnities and Insurance,” Meadows agrees to “indemnify and hold harmless the Publisher . . . from and against all liabilities, damages, costs, expenses (including reasonable attorney’s fees), judgments, penalties, or losses which may be incurred by the Publisher . . . in connection with any claim, action or proceeding arising from any breach of the Agreement.”

23. Section 4 of the Agreement provides that ASP shall pay Meadows an advance (the “Advance”) against all amounts accruing to him under the Agreement or any other agreement between Meadows and ASP, of \$350,000 payable as follows: \$116,667.00 upon execution of the Agreement; \$116,667.00 upon Publisher’s acceptance of the manuscript for the Work; and \$116,666.00 upon publication of the Work.

24. Section 3(a) of the Agreement provides that ASP “will inform the Author in writing, within forty-five (45) days following Publisher’s receipt of the complete” manuscript, whether it was acceptable or not.

25. Section 23 of the Agreement provides that it is the “entire agreement between the Parties and supersedes all prior agreements and understandings with respect to the subject matter hereof, and the Author acknowledges that the Author has not relied on any understanding or agreement not set forth in this Agreement.”

26. Section 23 further provides that the Agreement “shall not be modified except in writing signed by the party charged therewith” and that “[no] written waiver of any term or condition of this Agreement shall excuse the performance of any act other than those specifically referred to therein.”

27. Section 24 of the Agreement provides for Florida law to govern the Agreement and states that any lawsuit shall be filed in the federal or state courts located in the Middle District of Florida and that the parties consent to such jurisdiction.

28. This Complaint is filed in accordance with Section 24 of the Agreement.

29. In accordance with the terms of the Agreement, ASP timely paid to Meadows the first two \$116,667.00 installments of the Advance with the third and final installment due on publication of the Book.

*ASP Proceeded in Good Faith under the Agreement in the Face
of Speculation that Meadows began Cooperating
with January 6th Attack Investigators and Might Change His Story*

30. In mid-November 2021, Meadows did not appear for a deposition before the United State House of Representatives Select Committee investigating the January 6th Attack (the “Committee”).

31. By the end of November 2021, media outlets reported that Meadows decided to cooperate with the Committee, at least to some degree.

32. Several media outlets published that Meadows had turned on President Trump and likely changed his story that they both believed widespread election fraud led to Congress wrongfully confirming President Biden as the winner of the 2020 Presidential Election.

33. By letter dated December 6, 2021, ASP, through counsel, advised Meadows: “It has come to ASP’s attention through widespread media reporting that the Book may contain misstatements concerning former President Trump.”

34. ASP further advised that it intended to proceed with publication of the Book pending an investigation, but that ASP would withhold the final \$116,666.00 installment of the Advance until the matter was satisfactorily resolved and was not waiving any of its rights under the Agreement or other applicable law, which it expressly reserved.

35. By December 7, 2021, media reported that Meadows had again reversed his position and was no longer cooperating with the Committee, which threatened him with contempt proceedings as it had done with Steve Bannon, whom a grand jury indicted for Contempt of Congress just weeks earlier.

36. On December 10, 2021, Meadows’ counsel Foster & Smith, LLC responded by letter signed by Blake W. Meadows, who, upon information and belief, is Meadows’ son.

37. The letter demanded payment of the final installment of the Advance (\$116,666.00) and stated in relevant part: “Mr. Meadows is aware of the specious allegations that were published regarding a portion of the book which was taken out of context, and which have already been addressed by both Mr. Meadows and former President Trump in multiple press releases.”

38. The letter also (a) implies that ASP was somehow responsible for the negative publicity because someone on its end leaked the Book to the press, (b) states that ASP had not adequately complied with the unidentified specific manner of “both reporting and addressing any claims of falsity, defamation, or any other claims regarding the content of the book,” and (c) states that Meadows had not received notice of the assignment to ASP of publishing rights in the Book but “for the purposes of this letter, Mr. Meadows will take you at your word that ASP is a valid successor in interest” to the Agreement.

39. To ASP’s knowledge (a) no one subject to its control leaked the Book to the press and the claim that it somehow caused negative press is incomprehensible and false, (b) it acted properly to investigate the truthfulness of Meadow’s statements in the Book, including by speaking directly with Meadows, President Trump and others, and (c) Mr. Meadows knew about the assignment and accepted all payments made by ASP.

40. On December 14, 2021, the United States House of Representatives voted to hold Meadows in criminal contempt of Congress and referred the matter to the United States Department of Justice.

41. After conducting the appropriate due diligence and based upon repeated assurances from Meadows that facts in the Book were true, ASP published the Book and on or

about February 11, 2012 paid Meadows the remaining installment of the Advance for a total Advance of \$350,000.000.

*Reportedly in Exchange for Immunity from Prosecution,
Meadows is said to have Sworn under Oath that He and President Trump
Knowingly and Intentionally Lied about the 2020 Presidential Election Results*

42. Beginning in mid-2022, rumors circulated in the media that Meadows' behavior was consistent with that of a cooperating witness such that he likely was secretly cooperating fully with the Special Prosecutor and/or his staff investigating the January 6th Attack.

43. As a result, public interest in the Book, the truth of which was increasingly in doubt, precipitously declined, and ASP sold only approximately 60,000 of the 200,000 first printing of the Book.

44. After more than a year of speculation, the media widely reported on October 24, 2023 that Meadows (a) spoke with the Special Prosecutor and/or his staff at least three (3) times in 2023; and (b) testified before a federal grand jury under oath in exchange for immunity from prosecution that he warned former President Trump against claiming that election fraud corrupted the electoral votes cast in the 2020 Presidential Election and that neither he nor former President Trump actually believed such claims.

45. If such media reports are accurate, Meadows testified under oath that his Book contains known falsehoods in clear and direct breach of the warranties contained in the Agreement, that "all statements contained in the [Book] are true and based on reasonable research for accuracy" and that the Meadows has made no "misrepresentations to the Publisher about the [Book]."

46. With the media supplying ever increasingly credible evidence that Meadows lied in the Book in clear breach of the Agreement and the warranties that he made therein, ASP—

having heard nothing from Meadows and without contacting the Special Prosecutor, which would have rendered ASP vulnerable to accusations of attempting to interfere with the investigation, determined that it was ethically obliged and pulled the Book off the market on November 2, 2023.

47. ASP has suffered net out-of-pocket damages greater than \$600,000.00 in connection with its publication and promotion of the Book.

48. The costs to publish the Book, over and above the \$350,000 Advance paid to Meadows, include \$51,500.00 paid to a writer and researcher to assist Meadows; \$545,426.00 to the printer; \$131,772.00 for marketing, PR and advertising, \$17,090.00 for design and art, \$22,595.00 for distribution, fulfillment, shipping and storage; and \$11,445.00 for other publishing and sales-related expenses.

49. By Meadows' improper conduct, he has also prevented ASP, a small independent publisher, from enjoying the benefits of the Agreement – namely recouping its significant out-of-pocket expenses relating to the publication and marketing of the Book and any profits therefrom, the loss of which damages ASP's ability to support other conservative and innovative authors' voices in accordance with its mission.

50. Meadows wrongful conduct has also caused ASP to suffer and to continue to suffer damage to its reputation in the market for honesty and integrity.

COUNT ONE:

BREACH OF CONTRACT

51. ASP realleges paragraphs 1 through 50 and incorporates them herein by reference.

52. Meadows entered into the Agreement with ASP, as set forth above, for good and valuable consideration.

53. Upon information and belief, Meadows breached the Agreement and Author's Warranties by either (a) intentionally including in the Book statements he knew were untrue and making misrepresentations to ASP about their truth; or (b) impairing, preventing or interfering with ASP's full and exclusive enjoyment of its right to recoup its expenses and earn profits under the Agreement by telling prosecutors and/or a grand jury that his story about President Trump's stated beliefs about the 2020 Presidential Election were untrue.

54. Meadows' statements regarding the 2020 Presidential Election in the Book, on one hand, and his reported statements to and discussion with the Special Prosecutor and his grand jury testimony on the same topic, on the other hand, cannot both be true.

55. As a direct result of Meadows's breach of the Agreement, ASP is entitled to recover from Meadows the \$350,000 Advance, expectation damages in an amount to be proven at trial which are estimated to exceed \$1.0 million, net out-of-pocket damages including costs for printing, a ghost writer and researcher to assist Meadows, marketing, PR and advertising, design and art, storage company fees and others, in an amount exceeding \$600,000.00, reputational harm in an amount exceeding \$1.0 million, plus reasonable attorney's fees and costs previously incurred in relation to Meadow's claim for entitlement to the final installment of the Advance and for the pursuit of this action in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

1. Restitution of the \$350,000 Advance (but that may not duplicate other damages awarded);
2. Expectation damages in the form of lost profits in an amount to be proven at trial exceeding \$1.0 million;

3. Out-of-pocket damages in an amount exceeding \$600,000.00.
4. Incidental damages including damage to ASP's reputation in an amount exceeding \$1.0 million;
5. Attorney's fees and costs in this case pursuant to Section 20 of the Agreement and as available under applicable law;
6. Such other relief that the Court deems just and proper.

Dated: November 3, 2023

Respectfully submitted,

LAW OFFICE OF JENNIFER A. KREDER, PLLC

By: /s/ Jennifer A. Kreder

Jennifer A. Kreder, Esq.
7092 Placida Road, Villa 3512
Cape Haze, Florida 33946
(941) 258-4617
F.B.N. 616621
jen@JenniferKreder.com

and

ROTTENBERG LIPMAN RICH, P.C.*
Mark M. Rottenberg, Esq.*
230 Park Avenue, 18th Floor
New York, New York 10169
(212) 661-3080
mrottenberg@rlrpclaw.com
**Pro Hac Vice to be filed ASAP*

Attorneys for Plaintiff