

IN THE CIRCUIT COURT FOR
MONTGOMERY COUNTY, MARYLAND

FREDERICK "CORK" GRAHAM

:
:

Plaintiff,

:

v.

:

Case No.: 451607-V

:

DISCOVERY COMMUNICATIONS, INC., et al.

:

Defendants.

:

**PLAINTIFF FREDERICK CORK GRAHAM'S ANSWER TO
DEFENDANT DISCOVERY TALENT SERVICES, LLC'S
COUNTERCLAIM AND REQUEST FOR INJUNCTIVE RELIEF**

General Denial of All Averments and Count I, Count II, and Count III

Pursuant to Rule 2-323(d), Plaintiff Frederick Cork Graham generally denies all liability to Defendant Discovery Talent Services, LLC ¹ of Defendant DTS' Counterclaim.

RESPONSE TO DEFENDANT DTS' COUNT I, II and COUNT III

1. Plaintiff admits to paragraph 1;
2. Plaintiff admits to paragraph 2;
3. Plaintiff admits to paragraph 3 with an exception that the show was held out to Plaintiff Graham as a documentary style program and not a reality tv show.
4. Plaintiff admits that the talent agreement had a confidentiality provision as stated in paragraph 4, but denies the confidentiality provision is legal, enforceable, or prevents Plaintiff from writing the book that was published by Amazon;
5. Plaintiff denies paragraph 5;

¹ Herein sometimes referred to as "Defendant DTS" or "the Discovery Defendants." Plaintiff Graham incorporates, repleads and reasserts his original petition herein throughout.

6. Plaintiff denies paragraph 6;

7. Plaintiff admits in paragraph 7 that he wrote a book that is selling on Amazon.com titled Treasure Quest: SO YOU WANT TO BE A REALITY TV STAR: EVERYTHING I LEARNED ABOUT SEX, DRUGS, FRAUD, ROCK AND ROLL, AND VIPERS AS TEAM LEADER OF DISCOVERY CHANNEL'S TREASURE QUEST: SNAKE ISLAND..., but denies that writing this book was a breach of any contractual restriction, or was in flagrant or willful disregard thereof;

8. Plaintiff denies paragraph 8;

9. Plaintiff admits to paragraph 9 that he received a letter dated September 3, 2018 from DTS demanding removal of the book from circulation, but denies that he has no lawful justification or excuse to refuse the request of DTS;

10. Plaintiff denies paragraph 10;

11. Plaintiff cannot admit or deny paragraph 11, but would provide the same admissions and denials as stated above;

12. Plaintiff denies paragraph 12;

13. Plaintiff denies paragraph 13;

14. Plaintiff denies paragraph 14;

15. Plaintiff denies paragraph 15;

16. Plaintiff denies paragraph 16;

17. Plaintiff cannot admit or deny paragraph 17, but would provide the same admission and denials as stated above;

18. Plaintiff denies paragraph 18;

19. Plaintiff denies paragraph 19;

20. Plaintiff admits in part paragraph 20 on the basis that Plaintiff has not provided DTS an accounting of his book sales, but Plaintiff Graham reiterates his denial of any duty to provide an accounting.

AFFIRMATIVE DEFENSES TO COUNT I, II AND COUNT III

Plaintiff Graham asserts the following affirmative defenses to Count I, Count II, and Count III of the Counterclaim:

1. Defendant DTS' claims are barred in whole or in part by fraud.
2. Defendant DTS' claims are barred in whole or in part by duress.
3. Defendant DTS' claims are barred in whole or in part by illegality.
4. Defendant DTS' claims are barred in whole or in part by waiver.
5. Defendant DTS' claims are barred in whole or in part by ultra vires.
6. Defendant DTS' claims are barred in whole or in part by privilege.

Count I (Breach of Contract) of Defendant DTS' Counterclaim fails to state a cause of action and fails to state facts to support a claim upon which the relief demanded may be granted, in particular it states no damages. Defendant DTS only makes conclusory statements regarding damages without any specific examples. This claim should be dismissed.

Plaintiff Graham has not violated any confidentiality clause because the information discussed in his new book is outside the agreement. Further Defendant DTS fails to cite any part, portion, chapter, excerpt, or otherwise of the book which they contend violates the confidentiality clause. The following topics are discussed in the book: a show *Dual Survival*, lawsuits regarding that show, the stabbing and killing of some dogs by Joseph Teti² while filming the show *Dual Survival*, the promoting of Joseph Teti's false military credentials by Discovery Channel, LLC, the misrepresentation for profit of these things by Discovery

² Joseph Teti is an actor for *Dual Survival*.

Communications or its subsidiaries to the public, the issuance of a lifetime Texas Protective Order against Joseph Teti on behalf of Mykel Hawke, Plaintiff Graham's para-military background, Plaintiff Graham's background fighting communists in Central America in the 1980s, about the show *Hunting Hitler*, about Sue Aikens' lawsuit against National Geographic for the show *Life Below Zero*, about the show *Alaska the Last Frontier*, about the show *Gold Rush*, about the show *Bering Sea Gold*, about the show *Alaskan Bush People*, about the news media industry, about the Associated Press (AP), about Reuters, about lawyers, about Agence France Presse (AFP), about Plaintiff Graham's childhood in Vietnam and his experience during the Tete Offensive and inaccurate reporting of it in America, about Plaintiff Graham's prison experience in Vietnam during the 1980s, about Plaintiff Graham's Post-Traumatic Stress Disorder, about Plaintiff Graham's experience of being stalked in person and online by co-star Jeremy Whalen and Whalen's brother after the filming of season two of *Treasure Quest*, about Plaintiff Graham's days in college, about stolen valor in the television industry, and other materials not related to the confidentiality clause from the underlying contract of the underlying show, *Treasure Quest*.³

Plaintiff Graham also discusses the violations and illegal actions done by or on behalf of the Discovery Defendants, including Defendant DTS, for profit, including actions violating the international law governing purloinment and illicit handling of cultural object pursuant to the Rome Convention, possible violations of the Foreign Corrupt Practices Act, other domestic laws of the United States of America and other International treaties and conventions. Plaintiff Graham discusses being made to work by or on behalf of the Discovery Defendants in violation of work visa laws of the host countries, and also illegal border crossing in furtherance of the filming of the show *Treasure Quest*. Defendant DTS cannot enforce a contract that binds a

³ This is not an exhaustive list nor is this in any order of appearance in the book.

person to participate in illegal activities or actions. Such a contract is void *ab initio*. The entire Talent Service agreement is void *ab initio* if Defendant DTS is using it to conceal their illicit activities.⁴

Defendant DTS has failed to provide any specific violations of the Confidentiality Clause of the underlying agreement. Further Defendant DTS cannot infringe on Plaintiff Graham's first amendment rights to discuss the topics in his book. Plaintiff pleads as a defense MD. CODE, CTS. & JUD. PROC. § 5-807 also known as Maryland's Anti-SLAPP Statute.

Injunctive relief is not proper because Defendant DTS cannot prove irreparable harm, nor has Defendant DTS specified any damages or that damages cannot be recovered via monetary award. Defendant DTS makes conclusory statements regarding damages without specifics.

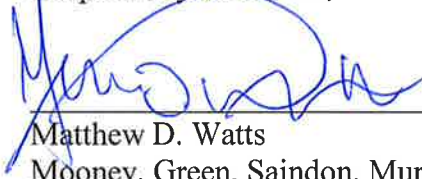
WHEREFORE, Plaintiff, Frederick "Cork" Graham, respectfully requests that this Honorable Court deny with prejudice Count I of Defendant Discovery Talent Service, LLC,'s Counterclaim against him; deny Defendant Discovery Talent Services, LLC,'s request for an accounting, and deny Defendant Discovery Talent Services, LLC,'s request for Injunctive Relief in Count II of its Counterclaim.

RULE 1-313 CERTIFICATION

Pursuant to Maryland Rule 1-313, I hereby certify that I am admitted to practice in the state of Maryland.

⁴ Plaintiff Graham requests this Honorable Court to have a hearing on the alleged illegal and illicit activities Defendant DTS is attempting to silence.

Respectfully submitted,



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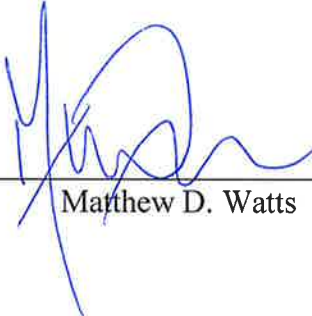
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 9th day of October, 2018, the foregoing Answer to Defendant Discovery Talent Services, LLC's Counterclaim and Request for Injunctive Relief was served on the following individuals via email and overnight U.S. mail:

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