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6 Attorneys for Plaintiff,
7 REGINALD BUSH

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

12 REGINALD BUSH, an individual

13 Plaintiff,

14 vs.

15 NATIONAL COLLEGIATE ATHLETIC
16 ASSOCIATION; THE UNIVERSITY OF
17 SOUTHERN CALIFORNIA; PAC-12
CONFERENCE; and DOES 1 through 100,

18 Defendants.

) Case No. **24STCV24615**

)
) **COMPLAINT FOR DAMAGES,**
) **PENALTIES AND INJUNCTIVE RELIEF**

-) **1. VIOLATION OF THE**
) **CARTWRIGHT ACT –**
) **UNREASONABLE RESTRAINTS**
) **OF TRADE OR COMMERCE [Bus.**
) **& Prof. Code §§16700 – 16770]**
) **2. VIOLATION OF THE UNFAIR**
) **PRACTICES ACT [Bus. & Prof.**
) **Code §§16600 et. seq.]**
) **3. UNJUST ENRICHMENT**

) **DEMAND FOR JURY TRIAL**
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1 Plaintiff, Reginald (Reggie) Bush, hereby alleges:

2 **I. INTRODUCTION**

3 **A. Plaintiff**

4 1. Reggie Bush is one of the most decorated and recognized names in collegiate sports.
5 Ever.

6 2. Bush received an athletic scholarship to attend the University of Southern California
7 (USC) where he was the schools star running back from 2003 to 2005 under head coach Pete
8 Carroll. But Bush did more than just have the football handed to him. As a freshman he carried,
9 caught, threw, and returned the football for the Trojans. Bush was a consensus first-team Freshman
10 All-American selection in 2003 and became the first USC Trojan since 1974 to lead the, then
11 called, Pac-10 Conference in kickoff returns. Bush's 1,331 all-purpose yards set a USC freshman
12 record. He also amassed 521 yards rushing that year, with three touchdowns on 91 carries. He was
13 an easy choice for the ESPN Pac-10 Newcomer of the Year Award.

14 3. Things only got better in 2004. In his sophomore year, Bush finished fifth in the
15 Heisman voting and was named USC's Most Valuable Player (MVP). He earned consensus All-
16 American honors and was a finalist for the Walter Camp Player of the Year Award. He finished
17 with 908 yards and six touchdowns, adding 509 yards and seven scores on 43 receptions. Bush
18 returned 21 kickoffs for 537 yards and 24 punts for 376 yards and a pair of touchdowns. He became
19 the first Trojan since Marcus Allen to lead the Pac-10 in all-purpose yardage, totaling 2,330 yards.
20 He also threw for one touchdown.

21 4. In 2005, Bush was a unanimous first-team All-American and won the Heisman
22 Trophy for the best player in college football. He was also named the Associated Press College
23 Football Player of the Year. In addition to the Walter Camp Award, Bush also won the Doak
24 Walker Award for the nation's best running back.
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5. Bush led the nation with an average of 222.3 all-purpose yards per game and finished fourth in the National Collegiate Athletic Association (NCAA) Division I-A ranks with an average of 133.85 rushing yards per game. He set the Pac-10 record for all-purpose yards in a game, with 513 (294 rushing, 68 receiving, 151 return).

6. Bush currently sits tenth in NCAA Division I-A history with 6,541 all-purpose yards. On January 12, 2006, Bush elected to forgo his senior season at USC and declared himself for the NFL Draft.

7. Reggie Bush received all the accolades a college football athlete could receive during his three years playing football at USC. And while Bush received the accolades, Defendants, NCAA, USC, and the Pac-12 Conference received all the money. Millions upon millions of dollars of money, all derived directly from Reggie Bush's name, image and likeness. To this day, all Defendants continue to profit from Reggie Bush's name, image, and likeness without compensating Bush one penny.

8. Bush's hard work as a college athlete translated into billion-dollar television deals, multi-million-dollar coaching salaries, extravagant facilities, and lucrative commercial licensing and sponsorship agreements that greatly benefit the NCAA, USC and the Pac-12. For those in positions of power, the college sports industry has become immensely profitable.

9. The NCAA, through its Constitution and Bylaws, adopted regulations governing all aspects of college sports, including the conduct of schools, conferences, third-party business partners, and student-athletes. Among the many areas that the NCAA regulates are the compensation and benefits that athletes may receive while participating in college sports. When Bush was playing football at USC, all Defendants precluded Bush from receiving any financial benefits claiming that certain rules were in place and necessary to promote the NCAA's principle of

1 “amateurism” and to preserve “a clear line of demarcation between intercollegiate athletics and
2 professional sports.”

3 10. Reggie Bush has a property interest in his public personality and should have the
4 sole right to benefit from and restrict its commercial use. Notwithstanding the existence of this right
5 and its accompanying economic value, the NCAA, USC, and the Pac-12 Conference have, and
6 continue to, commit violations of the federal antitrust laws and common law by previously and
7 continuously to date engaging in an overarching conspiracy to not pay Bush compensation for
8 Defendants licensing, use, and sale of his name, image, and likeness. In addition to violating the
9 antitrust laws, Defendants have also unjustly enriched themselves.

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11 11. In its multimillion and multibillion dollar deals with broadcasters, Defendants reaped
12 a tremendous financial reward from using Reggie Bush’s name, image, and likeness while he was
13 playing college football on television. For example, for the time period that Bush was playing at
14 USC and in the Pac-12 conference, the Pac-12 conference was making \$32.2 million a year for its
15 media rights deal with ESPN, ABC and Fox Sports Network (FSN).

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17 12. Due to the name, image, and likeness of Reggie Bush and his success at USC from
18 2003 – 2006, USC and the Pac-12 renegotiated existing television contracts so they could receive
19 more money. Under the existing television contracts, television networks were paying Defendants
20 was worth \$30.9 million. In 2005 on the heels of Bush’s incredible college football career, USC and
21 the Pac-12 renegotiated those television contracts to be paid \$87.6 million – a \$56.7 million
22 increase.

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24 13. Due directly to Reggie Bush’s incredible college football career, the NCAA
25 continued its tradition of making money off successful collegiate athletes and allowed Electronic
26 Arts to create and sell NCAA Football 07 with Reggie Bush on the cover. NCAA football 07 was
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1 the successor to NCAA Football 06 in the NCAA Football series. Bush was the face of the NCAA
2 Football video game.



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14. The previous year NCAA Football 06 brought in approximately \$60 million as the game was sold for \$49.99. In 2007, the year that Reggie Bush was on the cover, sales for the video game reached approximately \$125 million with the same purchase price of \$49.99.

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15. In 2005, during the height of Reggie Bush's stardom, USC began making USC #5 jerseys tailored toward females. This went along with already popular male tailored jerseys that USC had created. Plaintiff is informed and believes and thereon alleges that the first 5,000 female tailored jerseys put up for sale sold out in two days. USC sold the jersey for \$79.95. At the time that Reggie Bush declared for the NFL, USC made approximately \$30 million off the sales of female and male Reggie Bush jerseys.

16. To date, Bush has received no compensation from Defendants. Defendants continuously financially benefit from Reggie Bush's name, image, and likeness rights without providing him with one cent in compensation. Accordingly, Plaintiff requests an injunction

1 permanently restraining Defendants from using Plaintiff’s name, image and likeness for financial or
2 any similar gain or reason.

3 17. Similarly, Plaintiff seeks the social media earnings that Plaintiff would have received
4 but for Defendants’ unlawful conduct. Plaintiffs seek the share of game telecast group licensing
5 revenue Plaintiff would have received but for Defendants’ unlawful conduct.
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7 **B. Defendants**

8 18. Defendant, the National Collegiate Athletic Association (“NCAA”) describes itself
9 as an unincorporated not-for-profit educational organization founded in 1906 and maintains its
10 principal place of business located at 700 W. Washington Street, Indianapolis, Indiana 46204. The
11 NCAA includes 1,102 active member schools, and these schools are organized into three Divisions.
12 Division I include 353 schools, including 242 with football programs. Reggie Bush played at USC
13 in the Pac-10 and, as such, was in a Division I football program.
14

15 19. In its Consolidated Financial Statements for the fiscal year ending August 31, 2023,
16 the NCAA reported total revenues of \$1,285,989,197.

17 20. Defendant, the Pac-12 Conference (“Pac-12”) is an unincorporated association, with
18 its principal place of business located at 360 3rd Street, third floor, San Francisco, California 94107.
19 The Pac-12 was previously called the Pac-10 because of the number of schools participating in the
20 Conference. The Pac-12 is a multi-sport collegiate athletic conference, and a formal “conference
21 member” of Defendant NCAA’s Division I. The Pac-12 identifies itself as a tax-exempt
22 organization pursuant to section 501(c)(3) of the U.S. Internal Revenue Code.
23

24 21. For the fiscal year ending 2023, the Pac-12 obtained gross revenues of
25 \$604,000,000.

26 22. The University of Southern California is a private university that “blends the
27 autonomy for exploration emblematic of a private institution with its size and resources, along with
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1 the breadth and scale of a public university”. For the 2023-2024 year, USC has \$47,000 students
2 enrolled between graduate and undergraduate. During the time period that Reggie Bush was playing
3 football at USC they were part of the Pac-12 (then called the Pac-10).

4 23. Various persons, firms, corporations, organizations and other business entities,
5 unknown to Plaintiff and known to Defendants, have participated as unnamed co-conspirators in the
6 violations alleged herein, including the NCAA’s member-schools and other NCAA Division I
7 athletic conferences not named as defendants in this Complaint. Plaintiff reserves the right to amend
8 this Complaint when and if these Defendants are discovered.

9 24. Plaintiff is informed and believes and based thereon alleges that each of the
10 Defendants designated as DOES 1 through 100, inclusive, are in some way responsible for the
11 injuries and damages sustained by Plaintiff. This set of Defendants are unknown to Plaintiff who
12 therefore sues said Defendants by such fictitious names and will amend this Complaint to show the
13 true names and capacities, whether corporate, individual, partnership, association or otherwise.

14 25. Plaintiff is informed and believes and based thereon alleges that at all times
15 mentioned herein, that certain Defendants were in fact the agents, principals, partners, associates,
16 joint venturers, employees and/or co-conspirators of certain co-defendants; that certain Defendants
17 were at all times acting within the course, purpose and scope of said agency, partnership,
18 association, joint venture employment and/or conspiracy and that certain Defendants were acting
19 with the authorization, permission and/or consent of certain co-Defendants.

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23 **FIRST CAUSE OF ACTION**
24 **VIOLATION OF THE CARTWRIGHT ACT – UNREASONABLE RESTRAINTS OF**
25 **TRADE OR COMMERCE [Bus. & Prof. Code §§16700 – 16770]**
26 **(By Plaintiff against all Defendants)**

27 26. Plaintiff incorporates by reference paragraphs 1 – 25 inclusive, as though fully set
28 forth herein.

1 27. Defendants have entered into, and continue to enter into contracts and conspiracy in
2 restraint of trade or commerce in the relevant market to artificially depress, fix, maintain, and/or
3 stabilize the prices paid (specifically, depressing, fixing, maintaining and stabilizing them at zero
4 dollars) to Plaintiff for the use of, and to limit supply for, licensing and sale of his name, image, or
5 likeness in violation of the Cartwright Act. If Plaintiff was free to license and sell the rights to his
6 name, image, and likeness, he could sell more licenses. Due to the restrictions applied by
7 Defendants while Plaintiff was playing college football, he was not able to sell his name, image and
8 likeness rights.
9

10 28. Defendants rules and practices, which included the requirements that Reggie Bush
11 sign away his name, image, likeness, and publicity rights to Defendants, and the agreement among
12 these Defendants to restrain his trade in the market for his services is a violation of the Cartwright
13 Act
14

15 29. The Cartwright Act condemns not only the agreements that are express but also,
16 those that are implied or tacit. Defendants agreement with each other imposes uniform rules on the
17 waiver of Reggie Bush’s name, image, image and likeness rights is an example of restraints of
18 trade, which are, per se, unlawful under California antitrust law.
19

20 30. Similarly, today, Defendants continue to restrict Plaintiff from selling his name,
21 image and likeness in the relevant free market as it relates to the NCAA, USC or Pac-12.
22

23 31. Defendants’ unlawful conduct deprived Plaintiff compensation for the use of his
24 name, image, and likenesses—property rights with economic value. This unreasonable restraint on
25 competition has artificially limited supply and depressed compensation paid to Plaintiff for use of
26 name, image and likeness.
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1 32. Plaintiff received less – zero – than he otherwise would have received for the use of
2 his name, image, and likeness in a competitive marketplace, and was thus damaged, and seeks to
3 recover for those damages.

4 33. Plaintiff is informed and believed and thereon alleges the NCAA always conditioned
5 Plaintiff’s eligibility to play NCAA Division I football on the relinquishment to the NCAA and its
6 members by Plaintiff of all rights to his name, image, and likeness associated with the playing
7 football.

8 34. Defendants total abridgment of compensation rights for Plaintiff during his playing
9 days at USC, and currently, are not connected to any legitimate non-commercial goal. Defendants’
10 actions are solely to enhance revenue for themselves and their for-profit business partners by, for
11 example, being able to take all the revenue related to the commercial use of Plaintiff’s name, image,
12 and likeness for themselves. Defendants’ actions have no relationship to any alleged goal of
13 “amateurism,” or any legitimate procompetitive purpose. Defendants’ actions directly regulate a
14 commercial market and therefore are illegal.

15 35. As a direct and proximate result of Defendants’ scheme, Plaintiff has been injured
16 and financially damaged, and continues to be injured and financially damaged. Plaintiff’s injuries
17 consist of receiving lower prices – zero – for use of his name, image and likeness than he would
18 have received but for Defendants’ conduct. Plaintiff’s injuries are of the type that California’s
19 antitrust laws were designed to prevent and flow from that which makes Defendants’ conduct
20 unlawful.

21 36. Defendants have collectively conspired to illegally limit and depress the
22 compensation to Plaintiff for use of his name, image and likeness to zero. This anticompetitive and
23 illegal scheme has unreasonably restrained trade.

1 37. The anticompetitive effects of Defendants’ scheme substantially outweigh any
2 alleged procompetitive effects that may be offered by Defendants, including that their collusive
3 conduct is shielded by the NCAA’s concept of “amateurism.” Moreover, reasonable and less
4 restrictive alternatives are available to Defendants’ current anticompetitive practices.

5 38. Defendants are estopped from relying on any limitations or disclaimers
6 as a defense to Plaintiff’s claims. Defendants knew or should have known that the acts complained
7 herein were a violation of California antitrust laws and offend the reasonable expectations of
8 Plaintiff and have been continuous and ongoing for decades. Thus, Defendants’ own conduct
9 precludes them from relying on the statute of limitations.

10 39. Plaintiff is entitled to equitable tolling of his claims from the date of the first
11 unlawful act of Defendants and their co-conspirators, including without limitation the requirement
12 that Plaintiff signed away his name, image, and likeness, quite closely at the age of maturity, which
13 prevented Plaintiff from pursuing his name, image, and likeness rights, initially within any
14 limitations period, and the harm is ongoing and continuous to this day.

15 40. Plaintiff is entitled to invoke the continuing violations doctrine because although,
16 Plaintiff is informed and believes and based thereon alleges, Plaintiff signed away his name, image,
17 likeness rights at the time he played collegiate football for USC, Defendants’ actions, subsequent
18 and continuing, are repeated violations of the Cartwright Act, such that with each continuing
19 violation, the statute of limitations has been repeatedly restarted since the advent of Plaintiff’s work
20 as NCAA collegiate athlete.

21 41. The amount of damage suffered by Plaintiff has not yet been ascertained, but
22 exceeds the jurisdictional limit of this Court. Pursuant to the Carwright Act, Plaintiff is entitled to
23 recover from Defendants treble damages in the number of actual damages, as well as an award of
24 reasonable attorneys’ fees and costs.

1 **SECOND CAUSE OF ACTION**
2 **VIOLATION OF THE UNFAIR PRACTICES ACT [Bus. & Prof. Code §§16600 *et. seq.***
3 **(By Plaintiff against all Defendants)**

4 42. Plaintiff incorporates by reference paragraphs 1 – 41 inclusive as though fully set
5 forth herein.

6 43. Plaintiff is informed and believes and thereon alleges that Defendants engaged in
7 unlawful sales of Plaintiff's name, image and likeness below cost because Defendants sold and
8 continue to sell such products and Plaintiff's intellectual property below cost or gave it away.

9 44. Defendants purpose was to injure Plaintiff, a primary competitor to Defendants
10 because it was his name, image, and likeness and destroy competition by artificially depressing,
11 fixing, maintaining, and/or stabilizing the prices paid.

12 45. Moreover, Plaintiff is informed and believes and thereon alleges that Defendants
13 secretly gave and received payments and/or commissions that were not given to Plaintiff. Plaintiff,
14 a primary competitor to Defendants because it was his name, image, and likeness, was harmed.

15 46. Defendants purpose was to injure Plaintiff, a primary competitor to Defendants
16 because it was his name, image, and likeness and destroy competition by artificially depressing,
17 fixing, maintaining, and/or stabilizing the prices paid.

18 47. As a direct and proximate result of Defendants' conduct, Plaintiff has been injured
19 and financially damaged, and continues to be injured and financially damaged. The amount of
20 damage suffered by Plaintiff has not yet been ascertained. Pursuant to the Unfair Practices Act,
21 Plaintiff is entitled to recover from Defendants treble damages in the number of actual damages, as
22 well as an award of reasonable attorneys' fees and costs.
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THIRD CAUSE OF ACTION
UNJUST ENRICHMENT
(By Plaintiff against all Defendants)

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3 48. Plaintiff incorporates by reference paragraphs 1 – 47 inclusive as though fully set
4 forth herein.

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6 49. Defendants have been unjustly enriched as a result of the unlawful conduct detailed
7 herein at the expense of Plaintiff. Unjust enrichment occurs when one party retains a benefit which
8 in equity and good conscience belongs to another. Under common law principles of unjust
9 enrichment, Defendants should not be permitted to retain the benefits conferred upon them via their
10 wrongful conduct, and it would be unjust for them to be allowed to do so.

11 50. Defendants’ conduct has allowed them to collect significant and substantial profits
12 from the commercialization of the Plaintiff, all while depriving Plaintiff of his rightful earnings.

13 51. Plaintiff has conferred a benefit upon Defendants by allowing them to use his name,
14 image, and likeness to generate revenue. This revenue includes, but is not limited to, advertising
15 dollars, merchandise sales, video game licensing, and media rights deals. The extent of these
16 benefits is expansive.

17
18 52. Defendants have knowingly and willingly accepted and retained these benefits under
19 circumstances that make it inequitable for them to retain the benefits without paying Plaintiff for its
20 value. Defendants’ retention of benefits derived from Plaintiff’s name, image, and likeness without
21 compensation constitutes unjust enrichment.

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23 53. As a direct and proximate result of Defendants’ conduct, Plaintiff has been injured
24 and financially damaged, and continues to be injured and financially damaged. The amount of
25 damage suffered by Plaintiff has not yet been ascertained.

26 54. Plaintiff is entitled to restitution of all profits earned by Defendants through its use
27 of Plaintiff’s name, image, and likeness. Restitution is a remedy designed to prevent unjust
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1 enrichment by restoring the injured party to the position they would have been in had the
2 enrichment not occurred. As a result of Defendants' conduct, Defendants must return the profits
3 they have wrongfully retained.

4
5 55. Plaintiff is entitled to disgorgement of all Defendants' profits resulting from the
6 wrongful conduct described herein and establishment of a constructive trust from which Plaintiff
7 may seek restitution. Disgorgement is the act of giving up something on demand or by legal
8 compulsion that was obtained illegally.

9
10 56. Plaintiff is further entitled to a permanent injunction enjoining Defendants from
11 continuing to use Plaintiff's name, image, and likeness without compensation. The ongoing
12 exploitation of Reggie Bush without remuneration constitutes a continuous wrong that equity
13 demands be halted.

14 **PRAYER FOR RELIEF**


15 WHEREFORE, Plaintiff requests judgment as follows:

- 16 a. For actual damages according to the proof at trial.
17 b. For treble damages pursuant to the Cartwright Act.
18 c. For an injunction restraining the NCAA, USC and Pac-12 Conference from
19 enforcing their unlawful and anticompetitive agreement to restrict the amount
20 of name, image and likeness compensation available to Plaintiff for use.
21 e. For Plaintiff's attorneys' fees, costs, and expenses; and
22 f. For other such relief that the Court may deem just and equitable.
23

24 Date: September 23, 2024

McCATHERN, LLP

25
26 By:


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DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury.

Date: September 23, 2024

McCATHERN, LLP

By: 
Evan Selik
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