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9 MESIKA MAGIC & YIGAL MESIKA

10 **THE UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **WESTERN DIVISION**

13 MESIKA MAGIC, a California  
14 corporation, YIGAL MESIKA, an  
15 individual

16 Plaintiffs,

17 vs.

18 PENGUIN MAGIC, INC., a Nevada  
19 corporation, CRAIG PETTY, a resident  
20 of the United Kingdom, DOES 1-10,  
21 inclusive,

22 Defendants

Case No.: 2:25-cv-07943-MWF-(MBKx)

**SECOND AMENDED COMPLAINT  
COMPLAINT FOR:**

- 1) LIBEL;
- 2) TRADE LIBEL;
- 3) COMMON LAW MISAPPROPRIATION OF LIKENESS
- 4) COMMERCIAL MISAPPROPRIATION OF LIKENESS UNDER CALIFORNIA CIVIL CODE § 3344;
- 5) FALSE LIGHT;
- 6) CALIFORNIA UNFAIR TRADE PRACTICES ACT;
- 7) FALSE OR MISLEADING STATEMENTS WHEN ADVERTISING ONE'S GOODS UNDER CAL. BUS. & PROF. CODE § 17500;
- 8) UNFAIR COMPETITION UNDER CAL. BUS. & PROF. CODE § 17200 – SELF-PREFERENCING & PRODUCT COPYING;
- 9) FALSE DESIGNATION OF ORIGIN

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) / LANHAM ACT § 43(a);  
) 10) INTENTIONAL INTERFERENCE  
) WITH PROSPECTIVE ECONOMIC  
) ADVANTAGE; AND  
) 11) DECLARATORY RELIEF  
) AGAINST DEFENDANTS  
)  
**DEMAND FOR JURY TRIAL**

**SECOND AMENDED COMPLAINT**

Plaintiffs MESIKA MAGIC (“Mesika Magic” or “Plaintiff”) and YIGAL MESIKA (“Mesika” or “Plaintiff”) collectively, “Plaintiffs,” allege the following facts upon actual knowledge with respect to themselves and their own acts and upon information and belief as to the actions of Defendants PENGUIN MAGIC, INC., a Nevada corporation (“Penguin Magic” or “Defendant”), CRAIG PETTY, a resident of the United Kingdom (“Petty” or “Defendant”) and DOES 1-10 (collectively, “Defendants”), complains and allege as follows:

**I. THE PARTIES**

1. Mesika Magic is a corporation incorporated in the State of California, with a principal place of business of 6182 Rodgerton Drive, Los Angeles, California 90068.
2. Yigal Mesika is an individual, domiciled in, and a resident of, Los Angeles, California.
3. On information and belief, Defendant Penguin Magic is a Nevada corporation, authorized to do business in California, having its principal place of business at 2575 N. High Street, Columbus, Ohio 43202. Upon further information and

1 belief Penguin Magic maintains an agent for service of process, Registered Agents  
2 Inc., with the address for service of process at 732 S. Sixth Street, Suite R, Las Vegas,  
3 Nevada 89101. Upon further information and belief Penguin Magic maintains a  
4 designated agent for service of process, Kim Brown, at 3299 Monier Circle, Unit A,  
5 Rancho Cordova, California 95742.

6 4. On information and belief, Defendant Craig Petty is a resident of the  
7 United Kingdom. Defendant Craig Petty is an individual associated with Penguin  
8 Magic’s promotional media and content. On further information and belief, Craig Petty  
9 conducts business within the United States, including the State of California, offers  
10 video presentations relating to his activities and offerings in the magic industry toward  
11 persons within the United States, including the State of California, and directs his  
12 commercial activities at persons and entities sitting in the United States, including the  
13 State of California. Upon yet further information and belief, Defendant Craig Petty  
14 announces commercial activities in the magic industry in cooperation with Defendant  
15 Penguin Magic, including participating in magic trade shows within the United States.  
16 Craig Petty sells his goods on Penguin Magic’s website, at  
17 <https://www.penguinmagic.com/magician/craig-petty>. Craig Petty operates a YouTube  
18 channel, “Craig Petty’s Magic TV,” available at  
19 <https://www.youtube.com/channel/UCJPEdFF3SjIewaCBZtRWSgQ>. Craig Petty  
20 published on or about July 14, 2025 the video “documentary” called “The Desolation  
21 of Yigal Mesika,” available at <https://www.youtube.com/watch?v=TnsLrTi5pX4&t>.  
22 Craig Petty published on or about July 13, 2025 the video “The Desolation of Yigal  
23 Mesika TRAILER,” available at <https://www.youtube.com/watch?v=t9FDGvIBCgc>.  
24 Craig Petty has published several other videos on YouTube critiquing Yigal Mesika  
25 and Mesika Magic and on other platforms. Craig Petty and Penguin Magic have

1 repeatedly republished these defamatory videos, in each instance repeating and  
2 republishing the defamatory and false statements about Plaintiffs.

3 5. Defendant Penguin Magic published a video on its YouTube account,  
4 “Craig Petty Discusses Controversy With Yigal Mesika,” on or about July 25, 2025,  
5 available at <https://www.youtube.com/watch?v=oCONRGRYugs&t>. This video is  
6 presented as a podcast, The Penguin Magic Podcast with Erik Tait,” hosted by Erik  
7 Tait of Penguin Magic. In this video, Erik Tait makes several statements, all of which  
8 are made within the scope of his employment with Penguin Magic. This video links to  
9 “The Desolation of Yigal Mesika,” and reviews that video by Craig Petty with an  
10 interview of Craig Petty. Penguin Magic directed, controlled, and ratified Petty’s  
11 speech in this video rather than merely “hosting” Petty for their podcast.

12 6. Plaintiffs are informed and believe, and on that basis allege, Penguin  
13 Magic, Craig Petty, and each of the DOE defendants (collectively “Defendants”) is  
14 responsible in some manner for the events, occurrences and happenings herein referred  
15 to, either contractually or tortiously, and each singly or together caused the damage to  
16 the Plaintiffs as herein alleged.

17 7. Plaintiffs are informed and believe, and based thereon allege, that  
18 Defendants, and each of them, at all relevant times were and are the agents, employees,  
19 partners, joint venturers, owners, principals, employers or other representatives of each  
20 and every other defendant, and in doing the things hereinafter alleged, were acting  
21 within the course and scope of such agency, employment, partnership, joint venture,  
22 representation, or ownership. Plaintiffs are further informed and believe, and based  
23 thereon allege, that the acts and conduct herein alleged of each such defendant were  
24 known to, authorized by, consented to, or ratified by the other remaining defendants  
25 and each of them.

1           **II. JURISDICTION AND VENUE**

2           8. This Court has subject matter jurisdiction over this matter pursuant to:  
3 This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1332, and 15 U.S.C. § 1121  
4 (Lanham Act), as the controversy exceeds the sum of \$75,000, exclusive of interest  
5 and costs, and is between Plaintiffs who are incorporated in and reside in Los Angeles  
6 County, California and Defendant Penguin Magic has a principal place of business in  
7 Columbus, Ohio, incorporated in Nevada, and sells products in California. Defendants  
8 are subject to jurisdiction of this court as Defendants, do business within this judicial  
9 district, have committed infringing acts within this district, and direct their commercial  
10 activities in competition with Plaintiffs to California.

11           9. This Court has personal jurisdiction over Defendants in this action and  
12 venue is proper in this judicial district under 28 U.S.C. § 1391(b) and (c) because, as  
13 alleged further below: (a) Defendant has intentionally engaged in substantial business  
14 within this forum amounting to sufficient minimum contacts, including, but not limited  
15 to, the offer for sale and sale of their products and/or services into California and into  
16 this district, including the use of the Internet; and (b) a substantial part of the acts or  
17 omissions giving rise to the asserted claims occurred or had effects in this judicial  
18 district. Venue is proper in this district under 28 U.S.C. § 1391 as Defendants are  
19 subject to the personal jurisdiction of the Court situated herein. Defendant Penguin  
20 Magic maintains contacts sufficient to subject it to personal jurisdiction within the  
21 Central District of California and has significant contacts within this District.  
22 Defendants maintain continuous and systematic commercial contacts with the State of  
23 California by, *inter alia*, purposefully availing themselves of the opportunity to  
24 conduct commercial activities, and regularly conducting business in the State of  
25 California; committing a substantial part of the wrongful acts complained of herein in  
interstate commerce, in the State of California, and in this judicial district; and

1 conducting business activities in the State of California by advertising, offering for  
2 sale, and selling competing products and instructional and entertainment services as  
3 complained of herein while actively and continuously soliciting and consummating  
4 commercial transactions with California residents. A substantial part of the events  
5 giving rise to the claims occurred in this District, including Defendants' publication of  
6 defamatory content and sale of competing products directed at consumers in  
7 California.

### 8 9 **III. GENERAL ALLEGATIONS**

10 10. Yigal Mesika is the owner of intellectual property related to, including  
11 inventions, patent applications, patents, trademarks, trade secrets, know how, and  
12 confidential information relating to magic tricks, demonstrations, instructions, and  
13 other means of entertainment.

14 11. Plaintiffs market, distribute, and sell products using such intellectual  
15 property rights.

16 12. Plaintiffs have developed a fine reputation and goodwill at substantial  
17 expense associated with their intellectual property and associated products, through  
18 advertising and marketing goods and services through their website

19 <http://www.yigalmesika.com/products>, via Penguin Magic, and Murphy's Magic,  
20 besides other partners. Plaintiff also advertises and markets LOOPS products via  
21 Amazon at

22 [https://www.amazon.com/s?srs=8055481011&rh=p\\_89%3AYigal%2BMesika](https://www.amazon.com/s?srs=8055481011&rh=p_89%3AYigal%2BMesika).

23 Plaintiff Yigal Mesika also attends trade shows, and participates in various industry  
24 associations, including: the Academy of Magical Arts; FISM (Federation  
25 Internationale des Societes Magiques); Magic Live; The Magic Café; Genii, The  
Conjurer's Magazine; Magic Magazine; and EMC (Essential Magic Conference).

1 Plaintiffs depend upon the Amazon website and Internet searches for customers and  
2 potential customers to find Plaintiffs and to promote Plaintiffs' products via searches  
3 for magic trick products.

4 13. Upon information and belief, Defendants advertise, market, offer for sale,  
5 and sell products that compete with Plaintiffs in the United States and in the State of  
6 California, and in this judicial district. Plaintiffs' "LOOPS" products are competitive  
7 with Defendant's "Ties" products, an inferior product not authorized by Plaintiff,  
8 offered by Penguin Magic at <https://www.penguinmagic.com/p/17608>.

9 14. Defendant Penguin Magic had previously used the term or mark  
10 "LOOPS" as a key word or "meta tag" in its website database. Penguin Magic copies  
11 Plaintiffs' "LOOPS" designed into Penguin Magic's "TIES" product, manipulates the  
12 search activities on its online marketplace, falsely misleads consumers into believing  
13 that they have sold the "TIES" product for over twenty years, to the detriment of  
14 Plaintiffs' "LOOPS" products, and Penguin Magic suppresses Plaintiffs' listings while  
15 promoting its own.

16 15. Defendant Craig Petty has held himself out to the public as representing  
17 Penguin Magic at magic trade shows and industry events on behalf of Penguin Magic.  
18 On July 22, 2025, Defendant Craig Petty announced a partnership with Defendant  
19 Penguin Magic for a "Magic Live" event in 2025 on his Magic TV YouTube channel  
20 at approximately the 19:45 mark in his "FISM Roundup, Video Takedowns & LTS of  
21 Convention News" video, available at  
22 <https://youtu.be/fsXHAJICjaU?si=I0RyLosYJVvUDYSN&t=1182>. Specifically, he  
23 stated, from 19:45 through 20:17, "I've spoken to the people um at Magic Live, which  
24 is coming up soon, by the way. I hope everyone's excited. I'm going to Magic Live. Um  
25 I'm going to be there. I'm going to be arriving I think on the 2nd of August. So, if  
you're coming to Magic Live, make sure you come over and say hi. I'll be in the bar

1 having a drink. Um I'll be on the Penguin booth. So, I'm actually going to be there on  
2 behalf of Penguin Magic on the Penguin booth. Um, and I have spoken to Penguin and  
3 there are going to be at least two new releases at Magic Live, which is very, very  
4 exciting. Defendant Petty further stated in this video, from 21:09 through 21:16, "So if  
5 you're coming to Magic Live, come along and say hi. I'll be on the Penguin booth. I'll  
6 be in the bar in the evening. It's going to be a lot of fun." Attached hereto as Exhibit S  
7 to this Second Amended Complaint, incorporated herein by reference, is a true and  
8 correct copy of the printout of the YouTube video, "FISM Roundup, Video Takedowns  
9 & LTS of Convention News" video, available at  
10 <https://youtu.be/fsXHAJICjaU?si=I0RyLosYJVvUDYSN&t=1182> – Printout,  
11 Comments, Transcript.

12 16. In his same "FISM Roundup, Video Takedowns & LTS of Convention  
13 News" video, available at  
14 <https://youtu.be/fsXHAJICjaU?si=I0RyLosYJVvUDYSN&t=1182>, Craig Petty  
15 described how he views himself as part of the Penguin Magic corporate team, when he  
16 complained about missing inventory for the Penguin Magic booth, stating, "there was  
17 no Penguin booth on Monday at all because we had nothing to sell uh Tuesday we're  
18 going into it with nothing either." (FISM Is Kicking Off! – Magic News). Using "we"  
19 established Petty's role as a company insider/agent.

20 17. Craig Petty regularly conducts demonstrations and sells Penguin Magic's  
21 proprietary releases, such as Traveling Chips, Materializer, and Headache on Penguin  
22 Magic's behalf. This is mentioned in a video available at  
23 <https://youtu.be/fsXHAJICjaU?si=I0RyLosYJVvUDYSN&t=1182> , "Uh and then the  
24 the last thing that we'll talk about is uh the newest thing, this is not available on the  
25 website yet and it but it will be available at the Penguin stand is Headache by Tobias  
DSTALL." (about 35:17 through about 35:29), and "Um and then we're going to see some  
people get Materializer wallet just because they're going to see the coin fade into

1 existence and be like, "Yep, give me that." Yep. Absolutely. Absolutely. So come on  
2 over. If you're not at Blackpool, don't forget you can pick up any of this stuff uh  
3 eventually uh at Penguin Magic. Um they ship all over do all over the world." (about  
4 42:03 through about 42:22).

5 18. Craig Petty has a long-standing financial and award-winning relationship  
6 with Penguin Magic, having been awarded their "Creator of the Year" award for three  
7 consecutive years, 2022-2024.

8 19. Craig Petty disclosed in a July 15, 2025 video, "FISM Is Kicking Off!",  
9 available at <https://www.youtube.com/watch?v=jpsN7SEgfZk> that he resided in living  
10 quarters with Penguin Magic employees and mentioned that when booth equipment  
11 arrived, he would be there with Penguin Magic. Specifically, Petty states:

12 "Um, you actually have to get like a lift to get to this place that uh me and  
13 the Penguin crew are staying at. It's kind of like a little villa. Uh, there's me,  
14 Eric Tait, Mandy Roth, Sean Dunn. Um, but yeah, I'm at I'm at FISM. So, if  
15 you guys are watching this and you're at FISM, come over and say hi. A lot  
16 of people have. I'm meant to be on the Penguin booth. Unfortunately, there  
17 is no Penguin booth right now. None of their stuff has turned up. We're on  
18 Tuesday morning right now. The convention was meant to start on Monday.  
19 There was no Penguin booth on Monday at all because we had nothing to  
20 sell. Uh Tuesday, we're going into it with nothing either. "

21 (about 0:51 through about 1:24).

22 Petty confirms that his presence at the Penguin Magic booth is not a one-off  
23 favor, but a formal, ongoing arrangement. Petty states, "I've been working the  
24 Penguin booth now for about three years. I go and cover Magic Live for them. I  
25 help them with Blackpool. I'm. I'm always um at their beck and call if they need  
me."

1 Attached hereto as Exhibit T to this Second Amended Complaint,  
2 incorporated herein by reference, is a true and correct copy of the printout of the  
3 YouTube video, “FISM Is Kicking Off!”, available at  
4 <https://www.youtube.com/watch?v=jpsN7SEgfZk> – Printout, Comments,  
5 Transcript.

6 20. Defendant Craig Petty was properly served with the First Amended  
7 Complaint in the United Kingdom. In a February 13, 2026 video on his YouTube  
8 channel, “Sued For Speaking Out,” available at  
9 <https://youtu.be/DLAWm1SgoJM?si=yNtoAotbmNz1gji0>, he stated, at about 1:17  
10 through 1:25, “I was served with a 105-page complaint . . . [it] was hand-delivered to  
11 my office. 105 pages.” Attached hereto this Second Amended Complaint, as Exhibit F,  
12 is a transcript of Craig Petty’s February 13, 2026 video, the contents of which are  
13 incorporated herein to this Second Amended Complaint.

14 21. Petty’s February 13, 2026 video (“Sued For Speaking Out”) is a  
15 continuation of the defamation and demonstrates actual malice (intent to harm).

16 22. Petty doubles down on the exact defamatory statements from his  
17 “Desolation of Yigal Mesika” video, which he already knows from the service of the  
18 First Amended Complaint, were the subject of this litigation. In the ‘Sued For  
19 Speaking Out” video, available at,  
20 <https://youtu.be/DLAWm1SgoJM?si=yNtoAotbmNz1gji0>, from about 0:24 through  
21 about 0:37, he told his audience, “In that video, I referred to him as magic’s biggest  
22 litigious bully for the last three decades, and I stand by that opinion. He’s a patent troll.  
23 He uses the courts to bully people into submission.” See, Exhibit F.

24 23. Petty’s “Sued For Speaking Out” video demonstrated actual malice when  
25 he publicly stated “I stand by that opinion” immediately after confirming that he was  
“served with a 105-page complaint,” which explicitly detailed the falsity of his claims.  
He published these February 2026 statements with actual knowledge of the falsity of

1 his defamatory statements, or at a minimum, reckless disregard for the truth,  
2 specifically to continue driving traffic to his monetized videos and fundraising  
3 campaigns.

4 24. In his “Sued For Speaking Out” video, Petty demonstrated actual malice,  
5 while inciting others to attack Mesika, including when Petty explicitly instructed his  
6 viewers to amplify the attack on Mesika, at about 7:56 through about 8:22, “Let’s all  
7 talk about it as a community. Let’s have a discussion. Share this video. Yes, but talk  
8 about it. If you’re on Facebook, make a Facebook post. If you’re in a community  
9 somewhere, make a post. If you have a blog, write a blog about this. If you if you’re a  
10 vlogger, make a vlog about this. Make a podcast about this. Discuss this with your  
11 friends. Discuss this with fellow magicians.” See, Exhibit F.

12 25. Defendants are engaged in an ongoing malicious campaign to destroy  
13 Plaintiffs’ reputation, actively instructing their followers to spread the defamation  
14 across the Internet and elsewhere.

15 26. Craig Petty published another video on February 14, 2026, with a  
16 discussion between himself and Penguin Magic’s employee, Erik Tait. All of Erik  
17 Tait’s statements in this video were made within the scope of Erik Tait’s employment  
18 by Penguin Magic. In their discussion of the then upcoming Blackpool Magic  
19 Convention, Petty and Tait explicitly confirm that they would be working together to  
20 sell Penguin Magic products. Petty tells his audience, “make sure you come over to the  
21 Penguin booth, see me and Erik.” (About 43:22). Additionally, Petty states in this  
22 video, “You and I are on the booth,” to which Tait, Penguin Magic’s employee,  
23 confirms, “Yep. You and I are on the booth.” (About 39:27). The video is called  
24 “Penguin Magic At Blackpool 2026 | Talk Magic Dealer Special #4,” available at  
25 <https://youtu.be/PDPqdsfliKk?si=DgtoOkHCRnZ98BUS>. Attached hereto this Second Amended Complaint, as Exhibit G, is a transcript of Craig Petty’s February 14, 2026

1 video, “Penguin Magic At Blackpool 2026 | Talk Magic Dealer Special #4,” the  
2 contents of which are incorporated herein to this Second Amended Complaint.

3 27. Craig Petty is not an independent third party, but an authorized agent,  
4 commercial partner, and compensated representative of Penguin Magic. Petty and Tait  
5 jointly operated the official Penguin Magic retail booth at the Blackpool Magic  
6 Convention in February 2026 to promote and sell Penguin Magic products,  
7 demonstrating a coordinated commercial enterprise. See, Exhibit G.

8 28. In Craig Petty’s February 14, 2026 video, available at  
9 <https://youtu.be/PDPqdsfliKk?si=MJH6PLKWDyPdvsBb>, Petty describes Tait’s role  
10 at Penguin Magic, stating, from about 1:02 through about 1:32, “If in the last couple of  
11 years you’ve bought anything from this company, the man that I’m here today  
12 probably had something to do with it . . . He had his fingers in every single trick that  
13 you’ve probably seen in the last two years when it comes to Penguin Magic. He is the  
14 man over there.” See, Exhibit G.

15 29. In the same February 14, 2026 video, available at  
16 <https://youtu.be/PDPqdsfliKk?si=MJH6PLKWDyPdvsBb>, Petty had Erik Tait  
17 participate, introducing Erik Tait as working for Penguin Magic, and Craig Petty  
18 described Penguin Magic to the audience by saying, at about 0:43 through about 1:02,  
19 “Well, I am here today speaking to um the biggest magic shop in the world. Officially  
20 the biggest magic shop in the world. Officially probably the most prolific producer of  
21 magic. Uh a company that I know very well that I’ve worked with for years that are  
22 absolutely incredible.” See, Exhibit G. All of Erik Tait’s statements in this video were  
23 made within the scope of Erik Tait’s employment by Penguin Magic.

24 30. Craig Petty set up a public fundraising campaign, via GiveSendGo to fund  
25 his fight against the Plaintiffs. Attached hereto as Exhibit H to this Second Amended  
Complaint is a true and correct copy of Craig Petty’s GiveSendGo campaign site,  
available at <https://www.givesendgo.com/sued-for-speaking-out>, the contents of which

1 is incorporated by reference into this Second Amended Complaint. At around 3:41  
2 through about 4:23 of the February 13, 2026 “Sued For Speaking Out” video, at  
3 Exhibit F, Petty stated, “And so, here we are. The legal fees are not going to be light,  
4 and bullies know how to run up a tab so that a case that should be over quickly can  
5 continue for a long time. To fight this case, I need your help. You see, I’m launching a  
6 crowdfunding campaign to try to help cover the costs of legal defense.” See, Exhibit F.

7 31. Defendants’ conduct has successfully incited a targeted boycott, resulting  
8 in current and ongoing lost sales.

9 32. Petty’s GiveSendgo campaign donor list reveals that the very people Petty  
10 interviewed to defame Mesika in the original “Desolation of Yigal Mesika” video are  
11 funding this attack. Mark Bennett, for example, who Petty championed in his  
12 “Desolation of Yigal Mesika” video, donated \$500. Joao Miranda, who also appeared  
13 in the video claiming that Mesika intimidated him, donated \$1,000. See, Exhibit H.

14 33. The comments on the February 13, 2026 video demonstrate that the  
15 Defendants are inflicting direct, continued commercial damage with all of these videos.  
16 Commenters have stated, “I threw out my Yeigal Mesika stuff.”; “I will personally not  
17 buy any of his products anymore. . . .Imagine if the entire community stopped buying  
18 his stuff.”; “The entire community needs to boycott Meseka. I’ll never buy his  
19 products.”; “No more m items for me!”; and other calls for boycott and commercial  
20 harm. Attached hereto as Exhibit I, and incorporated herein this Second Amended  
21 Complaint, is a true and correct copy Comments on the February 13, 2026 video on  
22 Craig Petty YouTube channel, “Sued For Speaking Out,” available at  
<https://youtu.be/DLAWm1SgoJM?si=yNtoAotbmNz1gji0>.

23 34. Petty frames Plaintiffs’ legitimate use of the courts to protect Plaintiffs’  
24 intellectual property as malicious and abusive:

- 25
- "He uses the courts to bully people into submission" (about 0:34 through about 0:37).

- 1 • "And since nobody has stood up to him or being able to stand up to him or  
2 financially being able to stand up to him, he's further emboldened because that's  
3 what bullies do. They keep repeating the same behavior over and over again  
4 until they meet resistance". (about 0:37 through about 0:57).
- 5 • "And now he's trying to use his bully status to shut down any criticism. He's  
6 trying to use it to shut down free speech". (about 0:57 through about 1:07).
- 7 • He claims Mesika is "somebody who's trying to legally silence me by playing a  
8 game of who's got more money to burn." (about 2:46 through about 2:52). See,  
9 Exhibit F.

10 35. Erik Tait is the primary product producer, marketer, and public face of  
11 Penguin Magic, with his "fingers in every single trick." Erik Tait is the designated  
12 voice and face of the Penguin Magic brand, and his job with Penguin Magic includes  
13 vetting competitor products. In that role, as a Penguin Magic employee, Erik Tait's  
14 podcast statements regarding Plaintiffs were made strictly within the course and scope  
15 of his employment to manipulate the magic market and suppress a competitor's  
16 products in favor of the Penguin Magic products Tait himself develops and promotes.

17 36. Erik Tait was interviewed by Christian Painter and Roland Sarlot,  
18 regarding "Submitting Your Magic Invention For Production." The interview is  
19 available at <https://www.carnivalofillusion.com/erik-tait.php> and also on YouTube at  
20 <https://www.youtube.com/watch?v=8fN1cVIs7hI>. Erik Tait stated in this interview:

21 "So, you know, we take a look at your trick through the submission process.  
22 We decide that we want to have you in, because Penguin wants to produce  
23 it. And then when it gets down to the brass tacks, we're going to do actually  
24 make the video of the instructions. I'm the guy that you film it with."

25 Tait also says in the interview, "So, I got my hands in a lot of pots. But I guess  
I'm best described as a producer. I help sort of move forward products to market with  
Penguin Magic." Attached hereto as Exhibit J, and incorporated herein this Second

1 Amended Complaint, is a true and correct copy “Erik Tait’s ‘Submitting Your Magic  
2 Invention For Production’ Podcast Interview,” available at  
3 <https://www.carnivalofillusion.com/erik-tait.php>. All of Erik Tait’s statements in this  
4 video interview were made within the scope of Erik Tait’s employment by Penguin  
5 Magic.

6 37. Erik Tait is also involved in managing Penguin Magic’s website and  
7 online marketplace, as discussed in a profile, available at  
8 [https://magiciansworkshop.blog/2025/02/03/a-conversation-with-award-winning-  
9 magician-erik-tait/](https://magiciansworkshop.blog/2025/02/03/a-conversation-with-award-winning-magician-erik-tait/), “A Conversation with Award Winning Magician Erik Tait,” from  
10 February 3, 2025:

11 “Erik also opens up about the evolution of the Penguin Magic website and  
12 how the team is working hard to make it even more user-friendly. Although  
13 the site is huge, Erik assures that there’s a lot of behind-the-scenes effort  
14 going into upgrading the platform to make it more navigable for users,  
15 especially newcomers to magic. Even though the site might look a little  
16 outdated to some, Erik emphasizes the monumental challenge of maintaining  
17 such a large database of products, tutorials, and reviews.”

18 Attached hereto as Exhibit K, and incorporated herein this Second Amended  
19 Complaint, is a true and correct copy of “A Conversation with Award Winning  
20 Magician Erik Tait,” from February 3, 2025,  
21 [https://magiciansworkshop.blog/2025/02/03/a-conversation-with-award-winning-  
22 magician-erik-tait](https://magiciansworkshop.blog/2025/02/03/a-conversation-with-award-winning-magician-erik-tait). All of Erik Tait’s statements in this website were made within  
23 the scope of Erik Tait’s employment by Penguin Magic.

24 38. Because Erik Tait’s explicit job is to evaluate competitor’s products, vet  
25 submissions, and bring Penguin Magic’s own products to market, his statements  
discrediting Plaintiff were made strictly within the course and scope of his employment  
to manipulate the market in Penguin Magic’s favor.



1           41. Defendants’ defamation was not a matter of journalistic reporting, as  
2 neither Tait nor Petty have any journalism credentials, nor was the content of the  
3 videos genuine public interest debate. Instead, Defendants conspired to enact a  
4 coordinated, bad-faith commercial attack designed to destroy the reputation of the  
5 market leader, Mesika, so that Tait and Petty could step into the void and sell  
6 Penguin’s house-brand knockoffs at the conventions they jointly operate.

7           42. The Penguin Magic Podcast with Erik Tait,” hosted by Erik Tait of  
8 Penguin Magic was not merely “hosted” by Penguin Magic, but videos were published  
9 on the official “Penguin Magic” YouTube channel, displaying Penguin Magic’s logo,  
10 branding, commercial links, and link buttons directly beneath the videos for purchasing  
11 products from Penguin Magic, including products competing with Plaintiffs. Penguin  
12 Magic receives advertising and sales revenues from these videos and its platform. All  
13 of Erik Tait’s statements in this video were made within the scope of Erik Tait’s  
14 employment by Penguin Magic. Penguin Magic edited, produced, and ratified this  
15 podcast to disparage Mesika, Penguin Magic’s competitor.

16           43. Penguin Magic monetized its “Craig Petty Discusses Controversy With  
17 Yigal Mesika,” which included Erik Tait’s defamatory statements about Plaintiffs.  
18 Penguin Magic published its “Craig Petty Discusses Controversy With Yigal Mesika,”  
19 on the official “Penguin Magic” YouTube channel, displaying Penguin Magic’s logo,  
20 branding, commercial links, and link buttons directly beneath the videos for purchasing  
21 products from Penguin Magic, including products competing with Plaintiffs. Penguin  
22 Magic receives advertising and sales revenues from these videos and its platform. See,  
23 Exhibit C, attached hereto and incorporated by reference, showing that Erik Tait  
24 defames Plaintiffs:

25           “Erik Tait shares his own personal story of Mesika allegedly stiffing him on  
payment for writing ad copy and instructions 15-20 years ago, stating  
Mesika paid for only four out of 16-18 pieces and then told him to ‘lawyer

1 up' when confronted, even though Tait was a '25-year-old college graduate'  
2 at the time."

3 Further in Exhibit C, Erik Tait makes another defamatory statement - "Erik Tait  
4 summarizes that Mesika's actions are 'used in an abusive way'." All of Erik Tait's  
5 statements in this video were made within the scope of Erik Tait's employment by  
6 Penguin Magic. Penguin Magic edited, produced, and ratified this podcast to disparage  
7 Mesika, a competitor. Penguin Magic directed, controlled, and ratified Petty's speech  
8 in this video rather than merely "hosting" Petty for their podcast.

9 44. Attached hereto as Exhibit L, and incorporated herein to this Second  
10 Amended Complaint is a true and correct copy of the YouTube account description  
11 for Penguin Magic, assessed on December 8, 2025, found at  
12 <https://www.youtube.com/@penguinmagicshop> and  
13 [https://www.youtube.com/@penguinmagicshop/search?query=craig petty](https://www.youtube.com/@penguinmagicshop/search?query=craig%20petty).

14 45. Attached as Exhibit M is a true and correct copy of the Penguin Magic  
15 YouTube offering of its hosted video, "Craig Petty Discusses Controversy With Yigal  
16 Mesika," assessed on December 8, 2025, found at  
17 <https://www.youtube.com/watch?v=oCONRGRYugs>. The Description of this video  
18 publishes a defamatory statement against Plaintiffs, "Erik Tait, for the first time, shares  
19 a story of when he wrote ad copy for Yigal and how it didn't end the way he had  
20 hoped." The Penguin Magic video, and the channel overall, is branded with Penguin  
21 Magic's branded marks, is monetized through YouTube and embedded links, linked  
22 directly to Penguin Magic's product pages, including products competing with  
23 Plaintiffs and used to drive traffic to Penguin Magic's platform and sales funnels. The  
24 Penguin Magic video also republishes Craig Petty's defamatory video, "The  
25 Desolation of Yigal Mesika," via the displayed active link. All of Erik Tait's  
statements in this video were made within the scope of Erik Tait's employment by

1 Penguin Magic. Penguin Magic edited, produced, and ratified this video to disparage  
2 Mesika, a competitor. Penguin Magic directed, controlled, and ratified Petty’s speech  
3 in this video rather than merely “hosting” Petty for their podcast.

4 46. In Defendant Petty’s “The Desolation of Yigal Mesika” video and  
5 Penguin Magic’s “Craig Petty Discusses Controversy With Yigal Mesika” video, Craig  
6 Petty repeatedly falsely claims that Mesika failed to credit the creators of prior  
7 products. Petty states falsely “You didn’t even credit the person that most people  
8 would consider to be the godfather when it comes to ring flights.” Craig Petty  
9 specifically claimed that Mesika never mentioned Dave Bonsall’s “Ringflight  
10 revolution” or Steve Sheraton’s “Rinkey Dinky” device. Mesika’s published U.S.  
11 Patent Application No. 2024/0416255 A1, Attached hereto as Exhibit A, explicitly  
12 discloses and describes the “Ring Flight Revolution” in Paragraph [0006] and the  
13 “Rinkey Dinky: product in Paragraph [0007]. Petty further republishes and ratifies  
14 Sean Bobunia’s false claim that Mesika’s “patent” was “bogus” because “he didn’t list  
15 any prior art of any kind.”

16 47. At the 3:55 mark in Petty’s video, Petty states regarding Mesika “he  
17 doesn't have a patent approved and he never will” and that Mesika has ‘Dozens of  
18 patent applications, very few granted.’ Public patent records prove otherwise. Mesika  
19 has a substantial portfolio of issued, approved patents, including US-D940956; US-  
20 D977868; US-7,311,609-B2; US-7,835,132-B2; US-7,861,861-B2; US-7,967,689-B2;  
21 US-8,133,122-B2; US-8,142,295-B2; US-8,408,394-B2; US-10,183,780-B2; AU-  
22 2011-207685-B2; EA-023664-B1; EAP-2525884-B1; JP-5833020-B2; ZA-2012-  
23 04907-B, and several others.

24 48. Petty falsely states in his video that Mesika “stole” a design for the  
25 published invention by only “moving a hole.” Petty attempts to reduce Mesika's  
invention to outright theft, stating,, at approximately the 2:20:36 mark, "He moved a

1 hole onto the side and tried to patent it as his." Petty further falsely states "The design  
2 of your ring flight is not yours. It's Steve Sheraton's. You moved a hole." Petty falsely  
3 stated that Mesika's invention is "identical" to Rinkey Dinky at approximately the  
4 1:52:11 mark. A comparison of the products and the patent application demonstrate the  
5 falsity of this claim by Petty and Sheraton. Mesika's published application shows how  
6 the design, mechanism, and performance handling of his product differs in material  
7 ways from Rinkey Dinky and other prior devices.

8 49. Criag Petty refers to Yigal Mesika at approximately the 1:18 mark, using  
9 the term "patent troll," and defines these as "people who fake intellectual property by  
10 stealing it. They're claiming it theirs and then they go after any possible entity that  
11 might have something to do with the knowledge that's inside that pack." Mesika's  
12 patents are formally issued by the USPTO, and his pending applications were filed and  
13 prosecuted in good faith with the assistance of patent counsel. The legal validity of a  
14 USPTO-issued patent or pending application contradicts the factual assertion that the  
15 intellectual property is "fake" or "stolen."

16 50. Such false statements are not mere name-calling but the labels, such as  
17 "patent terrorist," and other epithets are directly combined with or implies the  
18 existence of, undisclosed false statements of fact, such that the alleged "name-calling"  
19 comments combined with the verifiably false statements are actionable. The insults are  
20 based on a fabricated narrative such that Defendants cannot completely shield  
21 themselves behind a defense of "opinion."

22 51. Petty did not merely offer a protected opinion that Mesika is a "magic  
23 terrorist," rather, Petty presented provably false, fabricated facts to his audience and  
24 then used those specific factual fabrications to label Mesika a "magic terrorist" and  
25 "patent troll." By anchoring these insults and name-calling to the objective falsehoods,  
Petty's video as a whole falls outside First Amendment protection.

1           52. Penguin Magic monetized its presentation of Defendant Petty’s “The  
2 Desolation of Yigal Mesika” video and its “Craig Petty Discusses Controversy With  
3 Yigal Mesika.” Penguin Magic republished Defendant Petty’s “Desolation of Yigal  
4 Mesika” video on the official “Penguin Magic” YouTube channel, displaying Penguin  
5 Magic’s logo, branding, commercial links, and link buttons directly beneath the videos  
6 for purchasing products from Penguin Magic, including products competing with  
7 Plaintiffs. Penguin Magic receives advertising and sales revenues from these videos  
8 and its platform. Penguin Magic adopted the content of “The Desolation of Yigal  
9 Mesika” and the content of “Craig Petty Discusses Controversy With Yigal Mesika.”  
10 Penguin Magic directed, controlled, and ratified Petty’s speech and Erik Tait’s speech  
11 in these videos rather than merely “hosting” Petty for their podcast.

12           53. Penguin Magic republished “The Desolation of Yigal Mesika” video by  
13 embedding it or linking to it directly within Penguin Magic’s own commercial  
14 environment, driving traffic to Penguin Magic’s sales funnels or by providing a direct  
15 active link to Petty’s video within Penguin Magic’s podcast video description, thereby  
16 directing Penguin Magic’s customer base to the defamatory content.

17           54. Penguin Magic monetized the “Desolation of Yigal Mesika” video and its  
18 own video containing Erik Tait’s defamatory remarks through YouTube  
19 advertisements and embedded commercial links, as a result, profiting directly from the  
20 viewer traffic generated by the defamatory controversy. All of Erik Tait’s statements in  
21 these videos were made within the scope of Erik Tait’s employment by Penguin  
22 Magic. All of Craig Petty’s statements in these videos were made on behalf of Penguin  
23 Magic as Penguin Magic’s compensated agent in furtherance of the joint effort by  
24 Craig Petty and Penguin Magic to disparage and harm Plaintiff and Plaintiffs’ business  
25 activities to gain an unfair advantage over Penguin Magic’s competitors, the Plaintiffs.

1 55. Because Tait is the designated host and Penguin Magic’s employee, his  
2 failure to correct Craig Petty, and his active solicitation of Petty’s defamatory views,  
3 Penguin Magic endorsed Erik Tait’s and Petty’s defamatory statements.

4 56. Erik Tait contributed to the defamation, within the scope of his  
5 employment with Penguin Magic, by sharing his own negative story about unpaid ad  
6 copy to bolster Petty’s narrative, thereby signaling corporate agreement with Petty’s  
7 attack on Plaintiffs.

8 57. Penguin Magic used its internal sales data and market position to  
9 coordinate the release of these videos with the promotion of its knockoff product,  
10 “TIES,” effectively using the defamatory content as a marketing tool to suppress  
11 Plaintiffs’ sales.

12 58. Defendants have published the above-described videos to make false  
13 statements regarding Plaintiffs to damage Plaintiffs’ reputation and harm Plaintiffs’  
14 commercial activities to unfairly and unlawfully compete with Plaintiffs.

15 59. Erik Tait is an employee of Penguin Magic acting within the scope of his  
16 employment as the host of “The Penguin Magic Podcast.” Erik Tait is not just a  
17 generic employee, but the designated voice and face of the Penguin Magic brand.

18 60. Erik Tait’s statements about unpaid work for Yigal Mesika were made  
19 within the course and scope of his employment by Penguin Magic, published on the  
20 official corporate YouTube channel for Penguin Magic. The Penguin Magic Podcast is  
21 part of a structured, branded media product produced by Penguin Magic. The purpose  
22 of Erik Tait’s commentary was to discredit Penguin Magic’s competitor, Plaintiffs, to  
23 boost the sales of Penguin Magic’s competing products, TIES which were linked  
24 directly below the video. At the time of the broadcast of the Penguin Magic Podcast,  
25 Penguin Magic was aggressively marketing “TIES”, which is a direct knockoff  
competitor to Plaintiffs’ LOOPS product.

1           61. Defendant Erik Tait is an employee of Penguin Magic acting within the  
2 scope of his employment as the official host of “The Penguin Magic Podcast.” Penguin  
3 Magic authorized Tait to speak on its behalf regarding industry controversies to drive  
4 viewer engagement and commercial traffic. Penguin Magic edited, produced, ratified,  
5 and published Tait's and Petty’s statements on its official channel, embedding  
6 commercial links to Penguin products immediately adjacent to Tait's commentary,  
7 thereby ratifying his statements as serving Penguin's commercial interest in  
8 disparaging a competitor.

9           62. Penguin Magic served its business interest by having its employee, Erik  
10 Tait, recount a story portraying Plaintiff Mesika as dishonest and unethical (the  
11 “unpaid ad copy” story), validating the “boycott” of Mesika products, thereby diverting  
12 customers to Penguin Magic’s house-brand alternative, “TIES.”

13           63. Defendant Tait’s statements were made within the scope of his  
14 employment because his specific job duty as “host” is to generate engagement and  
15 discuss industry news to attract customers to the Penguin Magic marketplace. His  
16 disparagement of a competitor, Plaintiffs, was not a deviation from his duties, but a  
17 fulfillment of his role to promote Penguin’s reputation as the “ethical” alternative to  
18 Plaintiffs, thereby boosting sales of Penguin’s products.

19           64. Penguin Magic, as the producer and uploader of the content, had full  
20 editorial control to remove Erik Tait’s personal grievance but chose to publish it and  
21 ratify it because it supported the corporate narrative that Mesika is a “bully” who  
22 should be boycotted.

23           65. Penguin Magic ratified Erik Tate’s conduct by editing, producing, and  
24 uploading the content to its commercial platform, surrounding it with Penguin Magic  
25 logos, and monetizing the video with advertisements and direct sales links.

1           66. Penguin Magic introduced and promoted Craig Petty’s “Desolation of  
2 Yigal Mesika” video on Penguin Magic’s official YouTube channel displaying  
3 Penguin Magic’s logo and branding.

4           67. One source of hate and ridicule demonstrated in the Craig Petty video and  
5 the Penguin Magic Tait podcast is Plaintiff’s pending patent application for an  
6 “Illusion Device Having a Key With Retractable Keychain Clip.” This pending patent  
7 application was published on December 19, 2024, as U.S. Patent Application No.  
8 2024/0416255 A1. Attached hereto as Exhibit A, and incorporated herein this  
9 Complaint, is a true and correct copy of U.S. Patent Application No. 2024/0416255  
10 A1.

11           68. In the U.S. Patent Application No. 2024/0416255 A1 attached as Exhibit  
12 A, the “Ring Flight Revolution” is disclosed and described in Paragraph [0006].

13           69. In the U.S. Patent Application No. 2024/0416255 A1 attached as Exhibit  
14 A, the “Rinkey Dinky” product is disclosed and described in Paragraph [0007].

15           70. Near the end of Paragraph [0027] of U.S. Patent Application No.  
16 2024/0416255 A1 attached as Exhibit A, the invention is described as being able to  
17 incorporate an Air Tag device.

18           71. Defendants’ published statements, presented in video and audio  
19 recordings, made several defamatory statements regarding Plaintiffs, including false  
20 statements regarding Plaintiffs’ patent portfolio, Plaintiffs’ efforts to protect and  
21 enforce intellectual property, and Plaintiffs’ resort to litigation to protect the  
22 intellectual property and reputation. Defendants know their statements are false, but for  
23 the sake of —clickbait, ratings, search engine visibility, and views —, or put plainly,  
24 money —Defendants have destroyed Plaintiffs’ reputation and legacy through their  
25 false statements and implications that Plaintiffs are “patent terrorists” with patents they  
do not deserve, bullies, and other inflammatory epithets.

1           72. The video “documentary” called “The Desolation of Yigal Mesika,”  
2 available at <https://www.youtube.com/watch?v=TnsLrTi5pX4&t>, by Craig Petty (“the  
3 Craig Petty video”) and the “Craig Petty Discusses Controversy With Yigal Mesika,”  
4 video available at <https://www.youtube.com/watch?v=oCONRGRYugs&t>, (“the Erik  
5 Tate podcast”) both repeated and republished negative statements from third parties,  
6 including Sean Bogunia, Joao Miranda, Steve Sheraton, Tom Wright, Erik Tait, Craig  
7 Petty, and Mark Bennett. These statements included defamatory statements presented  
8 as factual conclusions based on reported events and conversations, or are direct  
9 accusations of misconduct, constituting false, defamatory statements. Some of these  
10 statements include qualifiers such as “in my opinion” or “I believe” but these are still  
11 defamatory statements as they at least imply defamatory facts or are demonstrably  
12 false. Penguin Magic directed, controlled, and ratified Petty’s speech and Erik Tati’s  
13 speech in these videos rather than merely “hosting” Petty for their podcast.

14           73. Erik Tait, as an employee of Penguin Magic, and acting in his role as an  
15 employee of Penguin Magic, defamed Mesika in “Craig Petty Discusses Controversy  
16 With Yigal Mesika,” video available at  
17 <https://www.youtube.com/watch?v=oCONRGRYugs&t>, (“the Erik Tait podcast”). Erik  
18 Tait falsely claimed that he worked at one time for Mesika and that Mesika did not pay  
19 him as agreed. At about 54:07 through 58:22, the conversation between Erik Tait and  
20 Craig Petty was recorded as:

21           “this is also we are talking about an event that occurred 15 20 years ago. I mean  
22 I was I was maybe 24 when this happened and I turned 40 last week. Uh so uh my  
23 friend uh Yagal needed a copywriter and Yall and he worked for Yall and so they he  
24 reached out to me and said Eric's a writer. Uh he he does stuff cuz I was a writer. I  
25 graduated with a degree in comedy writing and performance and I had I was I was  
going to be a writer on the Joe Flity radio program at the time until XM radio and

1 Sirius got together. Uh and I had done a bunch of writing for other companies. I was a  
2 a story editor for a production company at the time. So, like I was writing on a regular  
3 basis, not just doing magic. Uh, so I wrote uh all this ad copy and instructions and the  
4 deal was uh \$100 per piece. And at the time, uh there was also I started getting asked  
5 to write weird pieces. So, I remember writing some like legalistic aggressive letters  
6 about people. And I didn't really know much about like I wasn't super in the magic  
7 industry at the time cuz I didn't get into magic until I was 19. Uh and then I was kind of  
8 away from it when I was doing comedy in school. So I didn't know a lot on the  
9 industry side. So I just had this guy going, "Look, someone's infringing on this thing.  
10 We need to scare him with a letter. Can you write this?" And I was like, "Sure, I can  
11 write something scary. Not a problem." Uh and I ended up writing like 16 or 17 or 18  
12 pieces for him. And he paid me for four of them. And then I I had I had written a  
13 bunch of stuff in a short period of time for him because he kept asking for stuff. And I  
14 would do revisions too. And as a freelance writer, it's very common for the deal to be  
15 uh you're writing per piece and you guarantee like three revisions before you start like  
16 incurring another cost for it if they're asking you to go back and change it again. Uh  
17 and we had like discussed this and I think we even discussed it via email. I can I I I  
18 would have to dig back through 15 years of email on on my AOL account is how far  
19 back this is. Yeah. Uh and then suddenly the check stopped coming. And so I reached  
20 out and I was like, "Hey, uh you know, I've just written like my 16th piece. Uh the bill  
21 is, you know, pretty high. Uh and he said, "Oh, no. The deal was for you to get \$100 to  
22 write for me." And I was like, "No, per piece." And he was like, "No, it was \$100. I  
23 gave you that extra as like a nicety. I was like, "No, it was \$100 per piece." Like, who  
24 would who in their right mind would accept a deal to write in perpetuity for somebody  
25 uh for \$100? I was like, "This doesn't make any sense." And his response was  
basically, "Well, if you really think that way, lawyer up." And I was I was, and I

1 cannot emphasize this enough, a 25-year-old college graduate living in Southern  
2 California. I I luring up is not an option. Yeah. So I just left it alone and I and I I  
3 actually I began avoiding Yall at the castle because it was just I was just I was  
4 embarrassed that I let myself be taken advantage of in that in that situation cuz I  
5 worked really hard on a lot of that stuff. And again, it's still being used to this day.  
6 Every time I see certain advertisements that haven't changed in a long time, I'm like,  
7 "Oh, yep. I wrote that." Uh, and uh, yeah, and and the last time I actually the I didn't  
8 speak to him at all in until he was on the podcast and it was like it was really hard for  
9 me to not bring it up. But yeah, no, that's the story that was. So when when you put this  
10 video out and then you start and like over the week as you've like shown me these  
11 messages like seen these things, I'm just like, yeah, that tracks with everything I  
12 experienced. Yeah. Well, it you know, I mean that's a perfect example of what Eagle in  
13 my opinion. And sorry I have to keep saying that. Uh in my opinion looking at all of  
14 this it it it creates the pattern of somebody who just loves money, you know? Why  
15 would you patent something and then constantly. Yeah. Like why would you stiff a  
16 college kid over like a couple hundred bucks? Exactly. It's all about money. He likes  
17 money. He wants as much money as possible. Um, and all I can say about the situation  
18 is, you know, I I don't have animosity towards anybody. Um, I would love to see I  
19 would love to sit down with Eagle one- on- one and see if we can find common  
20 ground." All of Erik Tait's statements in this video were made within the scope of Erik  
21 Tait's employment by Penguin Magic. Penguin Magic directed, controlled, and ratified  
22 Petty's speech and Erik Tait's speech in this video rather than merely "hosting" Petty  
23 for their podcast.

24 74. Attached hereto this Second Amended Complaint, and incorporated herein  
25 by reference, as Exhibit B is a list of defamatory statements made in the Craig Petty  
video, the contents of which are incorporated herein to this Complaint.

1           75. Attached hereto as Exhibit N to this Second Amended Complaint, and  
2 incorporated herein by reference, is a true and correct copy of a table prepared for  
3 analyzing a portion of the false statements made in the videos by Craig Petty and  
4 Penguin Magic, relating the subject false statements, timestamps, the reason why  
5 the statement is false, and the last column indicates the evidence demonstrating the  
6 falsity of each statement.

7           76. Attached hereto this Second Amended Complaint, as Exhibit C, is a list of  
8 defamatory statements made in the Erik Tait podcast, the contents of which are  
9 incorporated herein to this Second Amended Complaint.

10           77. Attached hereto this Second Amended Complaint, as Exhibit D, is a list of  
11 comments, including defamatory statements made to the Craig Petty video, the  
12 contents of which are incorporated herein to this Second Amended Complaint.

13           78. Attached hereto this Second Amended Complaint, as Exhibit E, is a list of  
14 comments, including defamatory statements made to the Erik Tait podcast, the contents  
15 of which are incorporated herein to this Second Amended Complaint.

16           79. Yigal Mesika is the owner of intellectual property including inventions,  
17 patent applications, patents, trademarks, trade secrets, know how, and confidential  
18 information relating to magic tricks, illusions, devices, and other products for  
19 entertainment. Plaintiffs' products include, among others, LOOPS, Tarantula,  
20 Electric touch, and Spider Pen. Plaintiffs' products are sold worldwide through  
21 distributors such as Murphy's Magic, online marketplaces including Defendant  
22 Penguin Magic, Inc. and Amazon, and directly through Plaintiffs' own website.

23           80. Plaintiffs market, distribute, and sell products using such intellectual  
24 property rights, including under the common law trademark LOOPS for products  
25 related to magic and levitations.

81. Plaintiffs also market, distribute, and sell products under the trademark

1 LOOPS, for magic tricks, which is registered in the U.S. since April 27, 2010, with  
2 Registration No. 3,782,721. A copy of the registration of this trademark LOOPS is  
3 attached hereto as Exhibit O, incorporated herein by reference into this Second  
4 Amended Complaint.

5 82. Plaintiffs have developed a fine reputation and goodwill at substantial  
6 expense associated with the LOOPS trademark and “Loops” products, through  
7 advertising and marketing goods and services through the website  
8 <http://www.yigalmesika.com>, and on social media, such as YouTube. Plaintiffs also  
9 advertise and markets LOOPS products via Amazon in general at  
10 [https://www.amazon.com/s?srs=8055481011&rh=p\\_89%3AYigal%2BMesika](https://www.amazon.com/s?srs=8055481011&rh=p_89%3AYigal%2BMesika), and  
11 also specifically at [http://www.amazon.com/Yigal-Mesika-ms03430-Loops-](http://www.amazon.com/Yigal-Mesika-ms03430-Loops-by/dp/B008Z23Y7Q)  
12 [by/dp/B008Z23Y7Q](http://www.amazon.com/Yigal-Mesika-ms03430-Loops-by/dp/B008Z23Y7Q). Plaintiffs depend upon the Amazon website and Internet  
13 searches for customers and potential customers to find Plaintiffs and to promote  
14 their products via searches for magic trick products.

15 83. Plaintiffs also had licensed their products to third parties, such as  
16 Penguin Magic, to retail the products associated with the trademarks, such as the  
17 LOOPS trademark. Plaintiffs do not permit licensees to use Mesika’s name,  
18 likeness, or trademarks for sales of counterfeit products or any other products that  
19 are not approved in advance by Plaintiffs.

20 84. Before the events described in this Second Amended Complaint  
21 (“SAC”), Plaintiffs’ products had a strong reputation in the magic community and  
22 generated consistent sales across multiple dealers and online platforms.

23 85. Plaintiffs have reviewed the online videos at issue in this case that were  
24 posted online, including on Penguin Magic’s branded YouTube and media  
25 channels. These videos repeatedly referenced Mesika by name, displayed Mesika’s  
image, and discussed Plaintiffs’ inventions and products. Plaintiffs never gave  
Penguin Magic permission to use Mesika’s name or likeness in these videos. The

1 Craig Petty video has more than 26,000 views while the Penguin Magic video has  
2 more than 7,834 views. These numbers are very impactful as the magic community  
3 is not very large, such that the negative impact is overwhelming, such that  
4 Plaintiffs' gross revenue has gone down over 60% since the videos were posted.

5 86. In these defamatory videos, Mesika's name and image are repeatedly  
6 used, and numerous statements are made about Mesika and Plaintiffs' products,  
7 including accusations that Mesika is a "patent troll," that Mesika files "fake" or  
8 "fraudulent" patents, that Mesika is a "magic terrorist," that Mesika bullies and  
9 intimidates creators, that Mesika threatens lawsuits with no legal basis, Plaintiffs'  
10 products are copied from others, and that Mesika copied products such as Rinky  
11 Dinky and other creators' inventions.

12 87. Those statements are false. Plaintiffs have never filed a fraudulent  
13 patent, never knowingly misrepresented prior art in any patent application, and  
14 never used patents or patent applications to extort money from creators. Contrary to  
15 Defendants' false statements, Plaintiffs were never "fired" from a specific law firm  
16 nor engaged in acts of extortion.

17 88. As a direct result of these defamatory videos, Plaintiffs have received  
18 numerous messages from customers, colleagues, and retailers expressing confusion,  
19 concern, or hesitation about purchasing Mesika products.

20 89. Mesika's U.S. patent application referenced in the videos, U.S. Patent  
21 Application No. 2024/0416255 A1, was filed and prosecuted in good faith with the  
22 assistance of patent counsel and discloses prior art products such as Ring Flight  
23 Revolution and Rinkey Dinky as shown in Exhibit A to the SAC. The application is  
24 presently pending before the U.S. Patent and Trademark Office.

25 90. The statements in the defamatory videos that Plaintiffs' product is  
"exactly" or "nearly identical" to Rinkey Dinky, or that Mesika stole the idea, are  
untrue. The design, mechanism, and performance handling of my product differ in

1 material ways from Rinkey Dinky and other prior devices. The Defendants  
2 possessed, read, or were highly aware of Mesika’s published U.S. Patent  
3 Application No. 2024/0416255 A1, attached as Exhibit A to the SAC, before  
4 broadcasting these false claims about Plaintiffs’ product being “exactly” or “nearly  
5 identical” to Rinkey Dinky and that Mesika “stole” the invention without crediting  
6 the creator of Rinkey Dinky.

7 91. The defamatory videos also state or strongly imply that Mesika  
8 “threatened” or “bullied” magician Mark Bennett and others by demanding exactly  
9 “\$6 per unit,” insisting that their products be pulled from the market, and using  
10 non-existent or “imaginary” patent rights to pressure them. Those characterizations  
11 are inaccurate. Mesika did not make these demands, did not make baseless legal  
12 threats, and any communication regarding Plaintiffs’ intellectual property rights was  
13 made through counsel and based on Plaintiffs’ good-faith belief in those rights.

14 92. Mesika did not authorize Penguin Magic or Craig Petty to use  
15 Mesika’s name, image, or likeness in the “Craig Petty Discusses Controversy With  
16 Yigal Mesika” video or in any other Penguin Magic promotional content.

17 93. The Penguin Magic video was published on an official Penguin Magic  
18 YouTube channel that prominently displays Penguin’s name and logo, and that  
19 links viewers directly to Penguin’s retail website and product pages. Beneath or  
20 near the challenged videos, viewers are encouraged to visit Penguin’s site, and links  
21 to products, including Craig Petty’s releases and competing products, appear in the  
22 description or on the same page.

23 94. At the time these videos were released and promoted, Penguin Magic  
24 sold Plaintiffs’ LOOPS products on its marketplace and also sold competing  
25 products, including an item branded as “TIES,” which uses elastic thread and  
competes directly with LOOPS.

95. Several retailers cancelled or refused to carry Plaintiffs’ products after

1 these videos were released. Based on Mesika’s conversations with these retailers,  
2 their decisions were directly influenced by the defamatory statements.

3 96. After these videos were posted and promoted, my product sales on  
4 major magic marketplaces, including Penguin Magic, decreased abruptly. Revenue  
5 reports from Plaintiffs’ distributors confirm a sharp decline beginning shortly after  
6 the Penguin Magic channel published these videos.

7 97. After the videos were published (July 14, 2025, for Craig Petty video;  
8 July 25, 2025, for Penguin Magic video), Plaintiffs observed a noticeable and abrupt  
9 decline in sales of Mesika products through dealers and online channels. For  
10 example, in the six-month period before the July 2025 videos, the total gross  
11 revenue from magic products averaged approximately \$28,327.08 per month; in the  
12 period including July 2025 and to December 2025, those average monthly sales  
13 dropped to approximately \$11,833.64 per month, a reduction of roughly 60.17%.  
14 Attached hereto as Exhibit P to this Second Amended Complaint, incorporated  
15 herein by reference, is a chart of gross revenue data that Plaintiffs prepared from  
16 documents and information kept regularly in the course of business, reflecting the  
17 severe loss of revenue from product sales as a consequence of Defendants’  
18 wrongful actions. The x-axis represents months in the year 2025 while the y-axis  
19 represents gross revenue in dollars. A second plot displays similar data, extending  
20 through March 23, 2026. No sales at all in March 2026, as of March 23, 2026.

21 98. Plaintiffs also received communications from at least two retailers who  
22 either cancelled future orders or significantly reduced their orders of Mesika  
23 products. One such retailer informed Plaintiffs in substance that, after seeing the  
24 “Desolation of Yigal Mesika” video and the reaction in the magic community, they  
25 were uncomfortable continuing to promote Mesika products and intended to  
prioritize other creators’ items.

99. As a consequence of the downturn in sales of my magic products,

1 Plaintiffs have lost two of employees. If sales had kept at the customary level before  
2 these defamatory videos, Plaintiffs would still be employing those two employees.

3 100. In the comments identified in Exhibits D, E, and I to the SAC, several  
4 commenters explicitly state they will “never buy” Mesika products again, will  
5 “boycott” Mesika products, or that they now intend to purchase competing products  
6 such as Penguin’s TIES instead of LOOPS.

7 101. Shortly after the controversy and the videos, Penguin’s marketplace  
8 prominently featured its TIES product and that, when searching on Penguin’s site  
9 for terms associated with Plaintiffs’ LOOPS products, Penguin’s competing  
10 products appeared ahead of Plaintiffs’ products, or Plaintiffs’ products were harder  
11 to locate than before. Positive reviews for Mesika products were not appearing or  
12 were fewer than expected, while Penguin’s competing products displayed favorable  
13 reviews.

14 102. Attached hereto as Exhibit Q, incorporated herein by reference to this  
15 Second Amended Complaint, is a true and correct copy of Penguin Magic’s website  
16 listing for my LOOPS product, found at <https://www.penguinmagic.com/p/7814>.  
17 On the second page of the listing, the endorsement of LOOPS by the magician  
18 Dynamo is provided, “The ultimate secret power... I never leave home without it.”  
19 Dynamo provided this comment on my LOOPS products before Penguin Magic  
20 began selling their TIES product knockoff.

21 103. Attached hereto as Exhibit R, incorporated herein by reference to this  
22 Second Amended Complaint, is a true and correct copy of Penguin Magic’s website  
23 listing for its TIES product, which is a knockoff of Plaintiffs’ LOOPS product,  
24 found at <https://www.penguinmagic.com/p/17609>. On the second page of the  
25 listing, the endorsement of LOOPS by the magician Dynamo is provided, copied  
from the original text Dynamo provided for Plaintiffs’ LOOPS product, but Penguin  
Magic falsely attributes this statement to Dynamo regarding their TIES knockoff

1 product, “When you first showed me these, I was blown away by the quality. Now I  
2 never leave home without them! Endless possibilities!”. Dynamo provided this  
3 comment on Mesika’s LOOPS products before Penguin Magic began selling their  
4 TIES product knockoff. The quote now posted by Penguin Magic for the LOOPS  
5 product by Dynamo (shown in Exhibit Q) is a misleading excerpt of the longer  
6 endorsement Dynamo made for the LOOPS product previously. The Dynamo  
7 quotes that Penguin Magic published on its commercial product pages were  
8 factually false as applied to TIES, and led to reasonable consumers being deceived  
9 into believing that Dynamo endorsed Penguin Magic’s knockoff product instead of  
10 “LOOPS.” Penguin Magic falsely posts this endorsement to steal sales from  
11 Plaintiffs’ LOOPS product while they are in control of the website and magic  
12 marketplace.

13 104. Through Plaintiffs’ prior business relationship with Penguin, Plaintiffs  
14 know that Penguin has access to detailed sales information, customer purchasing  
15 behavior, and performance data relating to merchants’ products, including  
16 Plaintiffs’ products. Penguin used its internal marketplace information and  
17 knowledge of Plaintiff’s product performance to develop, position, and promote  
18 competing knockoff products.

19 105. The statements and conduct described herein in this Second Amended  
20 Complaint have harmed Plaintiffs’ professional reputation, caused customers and  
21 members of the magic community to view Mesika as unethical or abusive of  
22 intellectual property, and materially reduced sales and business opportunities for  
23 Yigal Mesika and Mesika Magic.

24 106. Upon information and belief, Penguin Magic, Inc. advertises, markets,  
25 offers for sale, and sells products that compete with Plaintiffs in the United States  
and in the State of California, including in Los Angeles, California. Plaintiffs’  
“Loops” products are competitive with Penguin Magic, Inc.’s products, such as

1 their “TIES” product, described as originating from Mesika but actually an inferior  
2 product not authorized by Plaintiffs.

3 107. Upon information and belief, online commenters have volunteered that  
4 Penguin Magic often adds free packages of their “TIES” product to orders shipped  
5 to customers. These “TIES” products have nearly identical functionality, form, and  
6 marketing presentation as Plaintiffs’ “LOOP” products.

7 108. Penguin Magic’s marketplace listings for these knockoff products have  
8 appeared above Plaintiff’s own authorized listings, or to one side of Plaintiffs’  
9 authorized listings, and Plaintiffs’ products were suppressed or shown with negative  
10 search rankings. This harmed Plaintiffs’ sales.

11 109. Penguin Magic has access to sales metrics, customer preferences, and  
12 other proprietary information from its own marketplace that was not public.  
13 Penguin Magic used this information to develop competing knockoff products.

14 110. Plaintiffs have purchased several copies of a DVD sold by Penguin  
15 Magic, Inc., entitled, “Magic As Real As It Gets Starring Losander” (“the DVD”).  
16 The DVD is sold with “select props included” including allegedly Mesika’s  
17 product, the “LOOPS” products.

18 111. The DVD uses Plaintiffs’ trademark “LOOPS” at several times during  
19 the video presentation on the DVD, including at times 54:50, 55:03, 55:18, 55:30,  
20 56:03, 56:23, 57:10, 59:22, 103:01, and 104:30.

21 112. The “Loops” products that Penguin Magic, Inc. supplied with the DVD  
22 are inferior counterfeits that damage Plaintiffs’ reputation and mislead consumers as  
23 to the source and quality of Plaintiffs’ products.

24 113. Penguin Magic has suppressed negative reviews for its TIES knockoff  
25 products and suppressed positive reviews for Plaintiffs’ LOOPS products. Penguin  
Magic also suppresses any reviews on its website that mention that LOOPS is a  
product superior to its TIES knockoff product.

1 114. Penguin Magic floods the market with loss leaders and below market  
2 price for its TIES knockoff product to unfairly compete with LOOPS by selling  
3 TIES for less than its own cost, including many free, unsolicited products to  
4 customers not ordering TIES. Penguin Magic further floods the market with TIES  
5 packets with larger number of items per packet at a cost that is not sustainable  
6 unless Penguin Magic seeks to force Plaintiffs out of the market as Plaintiffs cannot  
7 sell LOOPS at such a low price or at the same price with more items per packet  
8 sold.

9 115. So long as Penguin Magic, Inc. sells inferior counterfeit products at  
10 below market prices to the detriment of the “LOOPS” product and their “TIES”  
11 name associated with those inferior knockoff products, Plaintiffs’ business is  
12 affected negatively.

13 116. Penguin Magic is a company that sells magic tricks and related products,  
14 serving as an online marketplace platform to list and sell products of Plaintiffs and  
15 others in the magic industry.

16 117. Penguin Magic also sells its own products via its online marketplace  
17 platform, in direct competition with Plaintiffs and others in the magic industry.

18 118. Defendants disseminate false and defamatory statements about Plaintiffs  
19 and their products, misappropriate Plaintiffs’ likenesses and proprietary product  
20 concepts, and engage in unfair competition through an online sales platform, such as at  
21 <https://www.penguinmagic.com/>, that manipulates consumer reviews for its products,  
22 Plaintiffs’ products, and the products of others, self-preferences Defendants’ own  
23 goods, and copies and markets knockoff versions of Plaintiffs’ products, and the  
24 products of other competitors. Defendants’ statements were commercial, not public-  
25 interest commentary.

1 119. Defendant Penguin Magic, Inc. operates an online magic marketplace, and  
2 Defendant Craig Petty participates as a host, promoter, and content producer for  
3 Penguin Magic’s video, YouTube, and social media properties.

4 120. Defendants have exploited their market position to harm Plaintiffs’  
5 reputation, to misappropriate product concepts, and to mislead consumers into  
6 believing Defendants’ competing knockoff products originated from or were endorsed  
7 by Plaintiffs.

8 121. Defendants have exploited their market position to mislead consumers  
9 into believing Defendants’ competing knockoff products originated from Defendants  
10 and worked to obscure Plaintiffs from the magic marketplace.

11 122. Penguin Magic has intentionally removed or intentionally did not post  
12 positive reviews at the marketplace for Plaintiffs’ products.

13 123. Penguin Magic has intentionally removed or intentionally did not post  
14 negative reviews at the marketplace regarding Defendants’ competing products.

15 124. Defendants published online videos and posts falsely accusing Plaintiffs  
16 of misconduct in connection with their patented and patent pending inventions.  
17 Defendants’ social media statements misrepresented that Plaintiffs engaged in  
18 fraudulent or extortionate practices and sought to intimidate others in the magic  
19 community. In addition to these defamatory statements, Penguin Magic used its control  
20 of an online marketplace to unfairly manipulate search results, suppress consumer  
21 reviews; suppress competitors’ listings, and introduce competing house-brand versions  
22 of successful merchant products—including Plaintiffs’ products—at lower prices,  
23 using identical or confusingly similar designs.

24 125. Penguin Magic, aided by Craig Petty, also misused confidential and  
25 proprietary information obtained through marketplace operations, including sales  
metrics, customer preferences, and product specifications, to develop their own

1 knockoff products. Penguin Magic thereafter promoted those products through the  
2 same web interface, ranking them more prominently and diverting consumer traffic  
3 away from Plaintiffs' listings.

4 126. Penguin Magic falsely posted an endorsement that one magician made  
5 about the Plaintiffs' LOOPS products on its listing for Penguin Magic's TIES knockoff  
6 product,

7 127. By placing the false testimonial on the TIES commercial product page,  
8 Penguin Magic falsely suggests to consumers that Dynamo endorsed the knockoff  
9 product, effectively misappropriating the goodwill of the original product LOOPS to  
10 sell the competing TIES.

11 128. Penguin Magic includes free packets of TIES in unrelated customer order  
12 shipments to flood the market and undercut Plaintiffs' pricing, where LOOPS sell at  
13 \$10 and TIES are sold at \$5 or free.

14 129. At least two retailers cancelled future orders or significantly reduced  
15 orders from Plaintiffs specifically due to the "Desolation of Yigal Mesika" defamatory  
16 video, including Fun Incorporated, of Wheeling, Illinois. Fun Incorporated cancelled  
17 its standing order for LOOPS and significantly reduced their overall purchase volume.

18 130. One retailer informed Yigal Mesika that after seeing the "Desolation of  
19 Yigal Mesika" video, they were uncomfortable continue to promote Plaintiffs'  
20 products and intended to prioritize other creator's items."

21 131. The Magic Apple, a magic store located in Studio City, California, with  
22 presence on various social media platforms publicly announced after Defendants'  
23 videos a refusal to sell "99%" of Plaintiffs' products. Attached hereto as Exhibit V,  
24 incorporated herein by references, is a true and correct copy of a Facebook post by  
25 The Magic Apple indicating that it will now sell no more than 1% of Mesika products.

1 132. Penguin Magic, as a major distributor of magic products itself, had  
2 knowledge of Plaintiffs’ specific wholesale relationships.

3 133. Penguin Magic has access to detailed sales information, customer  
4 purchasing behavior, and performance data relating to merchants’ products, including  
5 Plaintiffs’ products.

6 134. As a dominant marketplace and distributor, Penguin Magic was aware of  
7 Plaintiffs’ specific wholesale relationships with retailers, including Fun Incorporated,  
8 and Penguin Magic acted to disrupt Plaintiffs’ wholesale relationships.

9 135. Attached hereto as Exhibit U to this Second Amended Complaint,  
10 incorporated herein by reference, is a true and correct copy of the printout of Craig  
11 Petty’s March 1, 2026 video, the YouTube video, “Crowdsourcing information for  
12 the Mesika v. Craig Petty SLAPP suit”, available at  
13 [https://www.youtube.com/watch?v=s\\_oXgO051Qg](https://www.youtube.com/watch?v=s_oXgO051Qg) – Printout, Comments,  
14 Transcript. This video demonstrates ongoing malice by Craig Petty. After being  
15 served with a 105-page complaint detailing the falsity of his statements and the  
16 economic damage his statements caused, Petty continues to produce videos  
17 mocking the legal process, disparaging Plaintiffs’ motives as a “game” to “burn  
18 money” and actively recruiting the magic community to participate in his  
19 harassment campaign.

20 136. In this March 1, 2026 video Criag Petty reinforces his false narrative  
21 that Mesika is a “bully” who is “burning money” and Petty continues to actively  
22 mobilize his followers against Plaintiffs. Petty is weaponizing his YouTube  
23 audience to crowdsource his legal discovery, asking them to send links and videos  
24 to his email address.

25 137. Petty continues to defame Plaintiffs’ character by framing Plaintiffs’  
legitimate lawsuit as a malicious financial attack. In this March 1, 2026 video Petty

1 continues to publish statements that portray Mesika as a wealthy bully abusing the  
2 legal system merely to “burn money” and bankrupt his critics, rather than someone  
3 legitimately protecting his intellectual property and business interests.

4 138. In the opening of this March 1, 2026 video Petty makes a direct  
5 admission regarding the cause of this lawsuit, “I am being sued by Yigal Mesika  
6 over in America in California in a federal court case because of a video I uploaded  
7 about him in July 2025.” This is a clear, on-the-record admission from Defendant  
8 Petty that he is the publisher of the July 2025 video at the center of the dispute.

9 139. The March 1, 2026 video demonstrates continued mobilization and  
10 intentional interference as part of the Defendants’ ongoing, coordinated campaign  
11 to disrupt Plaintiffs’ business. Petty produces a call to action by explicitly  
12 instructing his viewers “I need the community’s help right now. . . . I want you to  
13 post links down below I want you to send me as much evidence as possible.”

14 140. In the March 1, 2026 video Petty reminds his audience to keep  
15 funding his campaign, stating, “Thank you to everybody that has donated to the  
16 fundraiser. It is still live. The link is down below in the description.”

17 141. Petty is not merely expressing an opinion, but is ongoing, interactive,  
18 and monetized campaign to harass Mesika. Petty is actively instructing his  
19 audience to scour the Internet for information on Mesika, continuing the  
20 controversy that led to the retailer and distributor boycotts against Plaintiffs.

21 142. Petty admits that Penguin Magic issues him official corporate apparel  
22 to wear while working for them. Petty notes that while other employees like Erik  
23 Tait and Nick Locap had branded shirts, Penguin Magic provided him with his  
24 own “Penguin Magic official t-shirt” to wear while working the booth.

25 143. The relationship between Petty and Penguin Magic is not casual, but a  
business relationship wherein the Defendants coordinate together in partnership for  
mutual business advantage. Attached hereto as Exhibit W is a true and correct copy

1 of the YouTube presentation of a January 21, 2026 video on the Champion Magic  
2 platform, called “Absolute Madness by Craig Petty | Penguin Magic Book  
3 Review,” available at <https://www.youtube.com/watch?v=Mpk8voBVRi0&t=25s>.  
4 In the first ten seconds of the video the presented states his knowledge that the  
5 book he is reviewing, “Absolute Madness,” by Craig Petty was ghostwritten by  
6 Erik Tait of Penguin Magic and that this book is offered by Penguin Magic.

7 144. Attached hereto as Exhibit X is a true and correct copy of a  
8 photograph depicting Erik Tait, the employee of Penguin Magic and Craig Petty,  
9 working at the Penguin Magic booth at the annual Blackpool Magic Convention,  
10 which was held in the United Kingdom from February 19 to 22, 2026.

11 **CAUSES OF ACTION**

12 **COUNT 1**

13 **LIBEL**

14 **(As to All Defendants and DOES)**

15 145. The allegations of Paragraphs 1-144 above are hereby incorporated herein  
16 by reference.

17 146. Defendants published false statements of fact concerning Plaintiffs to give  
18 rise to liability for defamation by publishing and disseminating the defamatory material  
19 to others besides Plaintiffs.

20 147. Defendant Penguin Magic, including through its employee Erik Tait, and  
21 Defendant Craig Petty, in fact entertained serious doubts as to the truth of the  
22 published statements.

23 148. Defendant Penguin Magic, including through its employee Erik Tait, and  
24 Defendant Craig Petty, had a high degree of awareness of the probable falsity of the  
25 published statements.

1 149. Defendant Penguin Magic, including through its employee Erik Tait, and  
2 Defendant Craig Petty made the false statements with knowledge that the statements  
3 were false or with reckless disregard of whether the statements were false or not.

4 150. Defendants' defamatory statements were not privileged.

5 151. Defendants' defamatory statements exposed, and continue to expose,  
6 Plaintiffs to hatred, contempt, ridicule, disgrace, and cause the Plaintiffs to be shunned,  
7 or avoided, and tend to injure Plaintiffs in their occupation and profession within the  
8 magic industry and magic community. Defendants' defamatory statements have  
9 damaged Plaintiffs' intellectual property, such as pending patent applications and  
10 issued patents, Plaintiffs' business, trade, and profession. Defendants' defamatory  
11 statements have caused members of the public to boycott Plaintiffs' products and urge  
12 others to boycott Plaintiffs' products.

13 152. Defendants' defamatory statements were libel per se, including attacking  
14 Plaintiffs' professional reputation and injuring Plaintiffs by defaming Plaintiffs in their  
15 professional capacities.

16 153. Defendants published the defamatory statements with actual constitutional  
17 malice toward Plaintiffs

18 154. Because of the blatant and willful nature of Defendant's infringement,  
19 Plaintiff submits that this is an exceptional case and seeks their reasonable attorneys'  
20 fees.

21 **COUNT 2**

22 **TRADE LIBEL**

23 **(As to All Defendants and DOES)**

24 155. The allegations of Paragraphs 1-154 above are hereby incorporated herein  
25 by reference.

1 156. Defendants published false statements of fact concerning Plaintiffs to give  
2 rise to liability for defamation by publishing and disseminating the defamatory material  
3 to others besides Plaintiffs.

4 157. Defendants' defamatory statements were not privileged.

5 158. Defendants are in an adversarial posture toward Plaintiffs in the magic  
6 industry magic community.

7 159. Defendants' defamatory statements disparage Plaintiffs' property,  
8 including Plaintiffs' intellectual property, including issued patents and pending patent  
9 applications, and Plaintiffs' magic products.

10 160. Defendants' defamatory statements play a material and substantial part in  
11 inducing others to deal with the Plaintiffs, including inducing others to boycott  
12 Plaintiffs and their products. Particular purchasers lost are recorded in the comments  
13 sections of Defendants' video publications.

14  
15 **COUNT 3**

16 **COMMON LAW MISAPPROPRIATION OF LIKENESS**

17 **(As to All Defendants and DOES)**

18 161. The allegations of Paragraphs 1-160 above are hereby incorporated herein  
19 by reference.

20 162. Defendants' published videos wrongly use Yigal Mesika's identity,  
21 including an image of Yigal Mesika's face, in a depiction that is distinctive, personal,  
22 and identifiable in a way that a view or listener would have little doubt about the  
23 identity of the person depicted, Yigal Mesika.

24 163. Defendant's unpermitted use of Yigal Mesika's name and likeness was  
25 appropriated to Defendants' advantage, commercially and otherwise.

1 164. Defendants' use of Yigal Mesika's name and likeness lacked consent by  
2 Yigal Mesika.

3 165. Defendants' defamatory statements were not privileged.

4 166. Defendants' unpermitted appropriation of Yigal Mesika's name and  
5 likeness caused Yigal Mesika and Mesika Magic to suffer damages from Defendants'  
6 use of Yigal Mesika's name and likeness.

7 167. Defendants' defamatory statements disparage Plaintiffs' property,  
8 including Plaintiffs' intellectual property, including issued patents and pending patent  
9 applications, and Plaintiffs' magic products.

10 168. Defendants' defamatory statements play a material and substantial part in  
11 inducing others to deal with the Plaintiffs, including inducing others to boycott  
12 Plaintiffs and their products. Particular purchasers lost are recorded in the comments  
13 sections of Defendants' video publications.

14  
15 **COUNT 4**

16 **COMMERCIAL MISAPPROPRIATION OF LIKENESS UNDER**

17 **CALIFORNIA CIVIL CODE § 3344**

18 **(As to All Defendants and DOES)**

19 169. The allegations of Paragraphs 1-168 above are hereby incorporated herein  
20 by reference.

21 170. Defendants' published videos wrongly use Yigal Mesika's identity,  
22 including an image of Yigal Mesika's face, voice, signature, name, photograph and  
23 likeness in a depiction that is distinctive, personal, and identifiable in a way that a view  
24 or listener would have little doubt about the identity of the person depicted, Yigal  
25 Mesika.

1 171. Defendant's unpermitted use of Yigal Mesika's name and likeness was  
2 appropriated to Defendants' advantage, commercially and otherwise. Defendants' use  
3 of Yigal Mesika's likeness is directly connected with advertising and commercial  
4 sales.

5 172. Defendants' use of Yigal Mesika's name, voice, signature, photograph,  
6 and likeness lacked consent from Yigal Mesika.

7 173. Defendants' defamatory statements were not privileged.

8 174. Defendants' unpermitted appropriation of Yigal Mesika's name and  
9 likeness caused Yigal Mesika and Mesika Magic to suffer damages from Defendants'  
10 use of Yigal Mesika's name, voice, signature, photograph, and likeness.

11 175. Defendants' defamatory statements disparage Plaintiffs' property,  
12 including Plaintiffs' intellectual property, including issued patents and pending patent  
13 applications, and Plaintiffs' magic products.

14 176. Defendants' defamatory statements play a material and substantial part in  
15 inducing others to deal with the Plaintiffs, including inducing others to boycott  
16 Plaintiffs and their products. Particular purchasers lost are recorded in the comments  
17 sections of Defendants' video publications.

18 **COUNT 5**

19 **FALSE LIGHT**

20 **(As to All Defendants and DOES)**

21 177. The allegations of Paragraphs 1-176 above are hereby incorporated herein  
22 by reference.

23 178. Defendants published false statements of fact concerning Plaintiffs to  
24 the public in general, or at least to a large number of persons, to give rise to liability for  
25 defamation by publishing and disseminating the defamatory material to others besides  
Plaintiffs.

1 179. Defendants' defamatory statements were not privileged.

2 180. Defendants' defamatory statements provided an unfair and inaccurate  
3 depiction of Plaintiffs.

4 181. Defendants' publications placed Plaintiffs in a false light that is highly  
5 offensive to a reasonable person.

6 182. Defendants' defamatory statements exposed, and continue to expose,  
7 Plaintiffs to hatred, contempt, ridicule, disgrace, and cause the Plaintiffs to be shunned,  
8 or avoided, and tend to injure Plaintiffs in their occupation and profession within the  
9 magic industry and magic community. Defendants' defamatory statements have  
10 damaged Plaintiffs' intellectual property, such as pending patent applications and  
11 issued patents, Plaintiffs' business, trade, and profession. Defendants' defamatory  
12 statements have caused members of the public to boycott Plaintiffs' products and urge  
13 others to boycott Plaintiffs' products.

14 183. Defendants' defamatory statements were libel per se, including attacking  
15 Plaintiffs' professional reputation and injuring Plaintiffs by defaming Plaintiffs in their  
16 professional capacities.

17 184. Defendants published the defamatory statements with actual constitutional  
18 malice toward Plaintiffs.

19 185. Because of the blatant and willful nature of Defendant's infringement,  
20 Plaintiff submits that this is an exceptional case and seeks their reasonable attorneys'  
21 fees.

22 **COUNT 6**

23 **CALIFORNIA UNFAIR TRADE PRACTICES ACT**

24 **(As to All Defendants and DOES)**

25 186. The allegations of Paragraphs 1-185 above are hereby incorporated herein  
by reference.

1 187. This claim arises under California law, including Cal. Bus. & Prof. Code §  
2 17200, and the common law.

3 188. Defendants' defamation and other actions as alleged herein constitute a  
4 per se unlawful, unfair, or fraudulent business practice, and/or unfair, deceptive,  
5 untrue, and misleading advertising under California Business & Professions Code §  
6 17000, *et seq.*

7 189. Defendants' violations of California law have been willful, deliberate, and  
8 intentional, and will no doubt continue unless enjoined by this Court.

9 190. Plaintiffs allege that Defendant has engaged in antitrust violations in  
10 violation of California Business and Professions Code § 16720 *et seq.* Defendant's  
11 conduct, including favoring itself, certain merchants, and copying products, constitutes  
12 monopolistic practices and unfair competition.

13 191. Defendant's dominant market position and its anticompetitive conduct  
14 have created barriers to entry for other merchants and have stifled competition. This  
15 has resulted in economic harm to Plaintiffs and other merchants on the platform.

16 192. Pursuant to California Business and Professions Code section 17203,  
17 Plaintiffs seek an order of this Court that permanently enjoins Defendants from  
18 continuing to engage in the unlawful, unfair, and fraudulent conduct described herein.  
19 Plaintiffs seek an order requiring Defendants to (1) immediately cease the unlawful,  
20 unfair, and fraudulent practices stated in this complaint; and (2) award Plaintiffs  
21 reasonable costs and attorney fees pursuant to California Code of Civil Procedure  
22 section 1021.5.

23 **COUNT 7**

24 **CALIFORNIA UNFAIR TRADE PRACTICES ACT –FALSE OR**  
25 **MISLEADING STATEMENTS WHEN ADVERTISING ONE'S GOODS**  
**UNDER CAL. BUS. & PROF. CODE § 17500**

1 **(As to All Defendants and DOES)**

2 193. The allegations of Paragraphs 1-192 above are hereby incorporated herein  
3 by reference.

4 194. This claim arises under California law, including Cal. Bus. & Prof. Code  
5 § 17250, and the common law.

6 195. Plaintiffs' claim for unfair competition is brought pursuant to California  
7 Business and Professions Code § 17200 et seq., and supported by the decision in *Kasky*  
8 *v. Nike, Inc.*, 27 Cal. 4th 939, 953 (2002) (“commercial speech that is false or  
9 misleading is not entitled to First Amendment protection and ‘may be prohibited  
10 entirely’”).

11 196. Defendants’ defamation and other actions as alleged herein constitute a  
12 per se unlawful, unfair, or fraudulent business act or practice, and/or unfair, deceptive,  
13 untrue, fraudulent, and misleading advertising under California Business & Professions  
14 Code § 17000, *et seq.*

15 197. Defendants’ violations of California law have been willful, deliberate,  
16 and intentional, and will no doubt continue unless enjoined by this Court.

17  
18 **COUNT 8**

19 **UNFAIR COMPETITION UNDER CAL. BUS. & PROF. CODE § 17200 –**

20 **SELF-PREFERENCING & PRODUCT COPYING**

21 **(As to Defendant Penguin Magic LLC and DOES)**

22 198. The allegations of Paragraphs 1-197 above are hereby incorporated herein  
23 by reference.

24 199. Specific factual allegations and elements are pleaded consistent with  
25 applicable California and federal law.



1 207. Penguin Magic’s deception is material and likely to influence a  
2 consumer’s purchasing decision.

3 208. Penguin Magic caused its falsely advertised goods to enter interstate  
4 commerce.

5 209. Plaintiffs have been injured as a result of Penguin Magic’s false  
6 statements, by direct diversion of sales from Plaintiffs to Penguin Magic and by a  
7 lessening of the goodwill Plaintiffs’ products enjoy with the buying public.

8 210. Plaintiffs allege that Defendant has violated the Lanham Act, 15 U.S.C. §  
9 1125(a), by engaging in false designation of origin and false advertising. Defendant's  
10 conduct has misled consumers into believing that its knockoff products are genuine  
11 Plaintiffs' products and that Defendant’s products are superior to Plaintiffs’ products.

12  
13 **COUNT 10**

14 **INTENTIONAL INTERFERENCE WITH**  
15 **PROSPECTIVE ECONOMIC ADVANTAGE**

16 **(As to Defendant Penguin Magic LLC and DOES)**

17 211. The allegations of Paragraphs 1-210 above are hereby incorporated herein  
18 by reference.

19 212. Specific factual allegations and elements are pleaded consistent with  
20 applicable California and federal law.

21 213. Plaintiffs allege that Defendant has tortiously interfered with the  
22 prospective economic advantage between Plaintiffs and their customers. By copying  
23 Plaintiffs' products and selling knockoffs, and suppressing reviews online, Defendant  
24 has disrupted the market and interfered with Plaintiffs' ability to fulfill their  
25 prospective advantages for sales to customers.



- 1 B. Temporary and permanent injunctive relief restraining Defendants from
- 2 publishing defamatory statements or marketing infringing or knockoff products;
- 3 C. Special damages arising from the loss of business or business
- 4 opportunities, according to proof at trial;
- 5 D. Economic damages suffered by Plaintiffs, to be proven at trial;
- 6 E. General, special, consequential, and compensatory damages, to be proven
- 7 at trial;
- 8 F. Exemplary and punitive damages, to be proven at trial;
- 9 G. Costs of suit herein incurred;
- 10 H. Interest on all sums awarded at the maximum allowable rate, pre-
- 11 judgment and post-judgment;
- 12 I. Defendants' profits;
- 13 J. Reasonable and necessary attorneys' fees as provided by California law
- 14 and other law;
- 15 K. Attorneys' fees and costs pursuant to Cal. Civ. Code § 3344, Bus. & Prof.
- 16 Code §§ 17200, 17500, and 15 U.S.C. § 1117;
- 17 L. Prejudgment and post-judgment interest;
- 18 M. Punitive and exemplary damages where authorized by law;
- 19 N. Restitution and disgorgement of profits wrongfully obtained by
- 20 Defendants; and
- 21 O. For such other and further relief that the Court deems just and proper.

22  
23 March 27, 2026

Respectfully submitted,

24 /s/ Frederic M. Douglas

25 Frederic M. Douglas  
Calif. State Bar # 212778  
Attorney At Law

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Attorney for  
Plaintiffs  
MESIKA MAGIC & YIGAL MESIKA

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**PLAINTIFFS' DEMAND FOR JURY**

Plaintiffs hereby demand trial by jury.

March 27, 2026

/s/ Frederic M. Douglas  
Frederic M. Douglas

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