

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

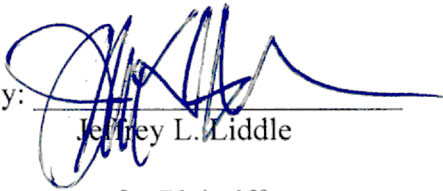
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GCA ADVISORS, LLC,	:	Index No.
	:	
Plaintiff,	:	
	:	
-against-	:	<u>SUMMONS</u>
	:	
ONION, INC., and UNIVISION COMMUNICATIONS INC.,	:	
	:	
Defendants.	:	
	:	
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To the above-named Defendants:

You are hereby summoned to answer the complaint of the plaintiff herein and to serve a copy of your answer upon plaintiff's attorney within twenty days after the service of this Summons, exclusive of the day of service, or within thirty days after service is complete if this Summons is not personally delivered to you within the State of New York. Should you fail to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York
August 10, 2018

LIDDLE & ROBINSON, L.L.P.

By: 
Jeffrey L. Liddle

Attorneys for Plaintiff
800 Third Avenue
New York, New York 10022
(212) 687-8500

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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GCA ADVISORS, LLC,	:	Index No.
	:	
Plaintiff,	:	
	:	
-against-	:	<u>COMPLAINT</u>
	:	
ONION, INC., and UNIVISION COMMUNICATIONS	:	
INC.,	:	
	:	
Defendants.	:	
	:	
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Plaintiff, GCA Advisors, LLC, by its attorneys, Liddle & Robinson, L.L.P., for its
Complaint, alleges as follows:

THE PARTIES

1. Plaintiff GCA Advisors, LLC (“GCA”) is a Delaware limited liability company headquartered in San Francisco, California. It provides investment banking and advisory services globally, including in New York. GCA’s New York office is located at 640 Fifth Avenue, New York, New York, 10019.

2. Defendant Onion, Inc. (“The Onion”) is a Wisconsin business corporation headquartered in Chicago, Illinois. It publishes satirical articles on international, national, and local news throughout the United States, including New York.

3. Defendant Univision Communications Inc. (“Univision”) is a Delaware business corporation headquartered at 605 Third Avenue, New York, New York, 10158. Since January 15, 2016, Univision has owned 40.5% of The Onion and controlled its operations.

NATURE OF THE ACTION

4. This is a civil action for damages in excess of \$2,000,000 for breach of contract and tortious interference with contract.

5. Venue is appropriate in New York County because one or more of the Defendants resides in New York County.

FACTUAL ALLEGATIONS

6. On October 7, 2013, Plaintiff GCA (formerly GCA Savvian Advisors, LLC) and Defendant The Onion executed an engagement letter (“the Agreement”) under which GCA was engaged to act as The Onion’s financial advisor in connection with a possible “Transaction,” defined in the Agreement as “the sale of [] substantially all of assets or a majority of the shares to, or a merger, business combination or other similar change of control transaction with another company (an ‘Acquirer’).”

7. The Agreement provides at Paragraph 8 that it shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles of conflicts of law.

8. The Agreement provides at Paragraph 2 (“Compensation”) that The Onion would pay a “Transaction Fee” to GCA for its advisory services, including a “Base Fee” of \$2,000,000, if “during the term of this agreement *or at any time within 12 months after the effective date of termination of this agreement*, a Transaction is consummated” (emphasis added).

9. The Onion terminated the Agreement on or about April 4, 2015. On or about January 15, 2016, Defendant Univision acquired a 40.5% interest in The Onion for \$27,100,000, as well as an annual call right for the remaining equity interests. At that time Univision announced that it would “have oversight of Onion Inc”

10. In its Quarterly and Year End Reporting Packages, Univision reported that through its purchase it had “acquire[d] a controlling interest in the Onion...” and that “[d]ue to its control, the Company consolidated The Onion from its acquisition on January 15, 2016.”

11. On July 10, 2018, Univision issued a press release announcing that it had “initiated a formal process to explore the sale of the assets comprising the Gizmodo Media Group (GMG) and The Onion.” Univision CEO Vincent Sadusky disclosed in a memorandum to employees that same day that “GMG and The Onion have been through significant change since we acquired the assets.”

12. Accordingly, a Transaction was consummated by The Onion within the terms of the Agreement — including “a merger, business or other similar change of control transaction” “within 12 months after the effective date of termination” of the Agreement.

13. As a result of the Transaction, Defendant The Onion was contractually obligated under the Agreement to pay Plaintiff GCA the minimum Transaction Fee of \$2,000,000.

14. Although Univision knew that its purchase of a 40.5% interest in The Onion constituted “a merger, business combination or other similar change of control transaction” under the Agreement, it intentionally prevented the payment of the Transaction Fee under the Agreement to GCA, and diverted that payment to another company.

15. To date, despite repeated written demands, Defendants The Onion and Univision have refused to pay Plaintiff the Transaction Fee required by the Agreement.

FIRST CAUSE OF ACTION
(Breach of Contract – Defendant The Onion)

16. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 15 as if separately set forth herein.

17. Defendant The Onion breached the Agreement by failing to pay Plaintiff the compensation required by the Agreement.

18. As a direct and proximate result of The Onion's breach of the Agreement, Plaintiff has suffered damages, in an amount to be determined at trial, but not less than \$2,000,000, and prejudgment interest.

SECOND CAUSE OF ACTION
(Tortious Interference with Contract – Defendant Univision)

19. Plaintiffs repeats and realleges the allegations contained in paragraphs 1 through 18 as if separately set forth herein.

20. A binding Agreement existed between the Plaintiff and Defendant The Onion on or before October 7, 2013.

21. Defendant Univision knew of the existence of the Agreement and its terms when it purchased a controlling interest in The Onion in January 2016.

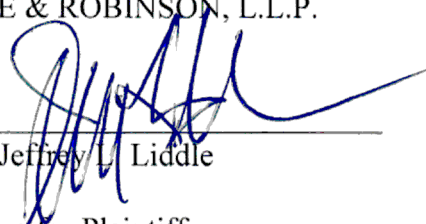
22. Upon information and belief, Defendant Univision knowingly and intentionally caused Defendant The Onion to breach its contractual obligations under the Agreement by entering into an agreement to pay the Transaction Fee due Plaintiff GCA to a third party.

23. Such interference with the rights of Plaintiff GCA under the Agreement caused damage and injury to GCA in an amount not less than \$2,000,000.

WHEREFORE, Plaintiff GCA Advisors, LLC respectfully prays for an award of compensatory damages against Defendants, in an amount to be determined at trial but not less than \$2,000,000, for prejudgment interest, for attorneys' fees and costs, and for such other and further relief as may be deemed just and proper.

Dated: New York, New York
August 10, 2018

LIDDLE & ROBINSON, L.L.P.

By:  _____

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