

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

MECKLENBURG COUNTY

Case No. _____

RPAC RACING, LLC, d/b/a/ LEGACY)
MOTOR CLUB,)

Plaintiff,)

v.)

T.J. PUCHYR and RUCUS RACING,)
LLC,)

Defendants.)

COMPLAINT

Plaintiff, RPAC Racing, LLC, d/b/a/ Legacy Motor Club (“Legacy”), by and through undersigned counsel, hereby complains of Defendants T.J. Puchyr and Rucus Racing, LLC (“Rucus”).

INTRODUCTION

1. This action arises from Defendant T.J. Puchyr’s willful interference in Legacy’s Charter Purchase Agreement with Rick Ware Racing, LLC (“RWR”).

2. Legacy and Mr. Puchyr have had a long business relationship. On August 1, 2023, Mr. Puchyr signed, on behalf of his consulting firm Rucus, an Independent Contractor Agreement with Legacy to assist it with securing a key partnership. As part of that agreement, Mr. Puchyr was given access to confidential and sensitive business information so that he could promote Legacy and its principals in order to help Legacy secure a sponsorship deal. Legacy trusted Mr. Puchyr. By engaging Mr. Puchyr, Legacy expected him to act with integrity and to refrain from actions that would undermine Legacy’s operations, reputation, or competitive standing. It further expected Mr. Puchyr to avoid any conflicts of interest, disclose any circumstances that might

compromise his impartiality, and comply with ethical standards that reinforce Legacy's trust in his services.

3. Mr. Puchyr has betrayed Legacy's trust. Among other things, Mr. Puchyr has embarked on a campaign to interfere with Legacy's pending transaction to purchase a NASCAR Cup Series Charter from RWR that is the subject of a separate lawsuit in this Court. *See RPAC Racing, LLC v. Rick Ware Racing, LLC*, No. 25CV016837-590 (N.C. Super.). Not only has Mr. Puchyr apparently worked behind the scenes to upend Legacy's deal with RWR, he has openly and proudly boasted about his malfeasance, criticizing Legacy and its principals, while touting his underhanded attempt to strip Legacy of its bargained-for right to a Charter from RWR.¹

4. Mr. Puchyr's conduct is particularly reprehensible given his personal involvement in Legacy's transaction with RWR. In early January 2025, Mr. Puchyr arranged a meeting between Legacy's CEO Calvin "Cal" Wells III and RWR's owner Rick Ware to begin discussing a possible transaction between the parties. After several weeks of negotiations, Legacy and RWR executed a Charter Purchase Agreement (the "Agreement") on March 3, 2025.

5. Shortly thereafter, a dispute arose over which of RWR's Charters was the subject of the parties' deal: Charter #27 (as Legacy maintains) or Charter #36 (according to RWR). When Legacy received word that RWR was shopping both Charters to other prospective buyers, it filed suit in this Court on April 1 and requested a preliminary injunction to prevent the sale or encumbrance of Charter #27. RWR opposed the preliminary injunction, asserting that it did not agree to sell Charter #27 but that it would sell Charter #36 to Legacy. Indeed, Mr. Ware confirmed, through counsel and directly to this Court, that he would honor his promise to sell Legacy one of

¹ Jenna Fryer, *T.J. Puchyr agrees to buy Rick Ware Racing with plans to build a 3-car NASCAR team*, THE ASSOCIATED PRESS (Jun. 26, 2025), <https://apnews.com/article/nascar-rick-ware-racing-puchyr-ccd9b642548cfa30192bfe8a81b15ad3>.

his two charters. At the parties' hearing over Legacy's request for injunctive relief, RWR's counsel assured the Court that no injunction was necessary because RWR would not sell Charter #27 lest it "put[] Rick Ware out of business." No. 25CV016837-590, April 30, 2025 Hearing on Preliminary Injunction, Recording ("Rec.") 1:12:26–1:12:32.² RWR's counsel told the Court that an injunction would harm RWR, but "the issue isn't selling the Charter": rather, RWR wanted "*to keep the Charter*," but needed it "as an asset in order to raise money." *Id.* 1:53:40–1:54:07.

6. RWR's counsel further assured the Court that Legacy would not face irreparable harm because it could always purchase Charter #36 instead. Counsel represented that "Mr. Ware is standing by his consistent statement, all along, to sell Charter Number 36." *Id.* 1:52:30–1:53:02. According to RWR, "if [Legacy] want[s] a Charter, if they want Charter 36 in 2027, that's available." *Id.* 2:17:28–35.

7. Mr. Puchyr was well aware of the parties' dispute. He knew of the Charter Purchase Agreement between Legacy and RWR that he helped broker. He knew that Legacy's position was (and remains) that it had contracted with RWR to purchase a Charter. He also knew that RWR understood and confirmed that it had contracted to sell *a* Charter to Legacy such that Legacy would have one of RWR's Charters to own and operate no later than the 2027 season. He was even in the courtroom for the parties' hearing to hear RWR's representations, Legacy's request for injunctive relief, and Legacy's concerns that RWR might take steps to unlawfully encumber one or more of its Charters.

8. Despite Mr. Puchyr's insider knowledge of the contract, his obligations under his consulting agreement with Legacy, Legacy's contractual right to a Charter, and RWR's

² For the Court's convenience, Plaintiff Legacy is appending an unofficial transcript of excerpts from this proceeding as Exhibit A ("Ex. A") to this Complaint.

representations to this Court, Mr. Puchyr recently announced that he intends to purchase *both* of RWR's Charters for himself. He declared to the press that, notwithstanding the active lawsuit between Legacy and RWR over resolving the terms of their deal, "there is no charter available from Ware for Legacy for either lease or purchase in 2026." *Supra* n.1.

9. Mr. Puchyr's public remarks did not stop there. He made personal attacks against Legacy owner and seven-time NASCAR champion and Hall of Famer Jimmie Johnson, claiming that he "d[idn't] think Jimmie has all the facts, doesn't understand the deal we had," and "tried to humiliate Rick publicly." *Supra* n.1. He further taunted that if Mr. Johnson "wants to sit down and talk about it like men, I'd entertain the conversation." *Id.*

10. Rather than advocate for Legacy and its reputation, Mr. Puchyr publicly maligned his client and exploited his position of trust and his knowledge of the parties' contract to apparently strike a backroom deal with the goal of depriving Legacy of the bargain that he helped put together. This conduct breached the Independent Contractor Agreement contract with Legacy, which has since been terminated by Legacy.

11. Mr. Puchyr and Rucus's conduct constitutes tortious and unfair conduct that violates North Carolina law. The announced purchase violates the North Carolina Unfair and Deceptive Trade Practices Act ("UDTPA") because, on information and belief, Mr. Puchyr and Rucus used insider knowledge and a position of trust to interfere with Legacy's Agreement with RWR.

12. Defendants' conduct likewise amounts to tortious interference with contract by seeking to induce RWR to repudiate its Agreement with Legacy without any legitimate justification.

13. Finally, this conduct constitutes tortious interference with prospective economic advantage because it undermines Legacy's pending arrangements with sponsors, advertisers, and other third parties pursuant to Legacy running a third Charter in either 2026 or 2027.

14. Legacy therefore brings this action to hold Mr. Puchyr and his company Rucus accountable for this misconduct.

PARTIES

15. Plaintiff RPAC Racing, LLC, d/b/a/ Legacy Motor Club, is a limited liability company incorporated under the laws of the State of Delaware. It maintains its registered office at 310 West Aviation Drive, Statesville, NC, 28677.

16. Defendant T.J. Puchyr is an individual who regularly conducts business in North Carolina as a broker for NASCAR-related transactions. Upon information and belief, Mr. Puchyr resides at 19533 Bustle Road, Cornelius, NC 28031.

17. Defendant Rucus Racing, LLC is a limited liability company incorporated under the laws of the State of North Carolina. It maintains its registered office at 19701 Bethel Church Road, Suite 103-109, Cornelius, NC 28031.

JURISDICTION AND VENUE

18. This Court possesses subject matter jurisdiction over the Defendant under N.C. Gen. Stat. § 7A-243, as a civil suit in which the amount in controversy exceeds \$25,000.

19. This Court possesses personal jurisdiction over the Defendants under N.C. Gen. Stat. § 1-75.4(1), as both are domiciled in the State of North Carolina or are parties engaged in substantial activity within this State. In the alternative, this Court possesses personal jurisdiction under N.C. Gen. Stat. § 1-75.4(3), as claims arise from Defendants' business activities in North Carolina.

20. Venue for this action is proper in Mecklenburg County, North Carolina under N.C. Gen. Stat. § 1-82, as the county where Defendants reside.

FACTUAL ALLEGATIONS

I. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

II. Mr. Puchyr Brokers Legacy's Charter Purchase Agreement With RWR.

26. By January 2025, Legacy had begun working to identify a third NASCAR Cup Series Charter to expand its slate of cars and drivers.

27. These Charters provide NASCAR teams with valuable revenues and guarantee a spot in each race for the car associated with the Charter. Like other sports franchises, Cup Series Charters present prospective buyers with rare and invaluable business opportunities.

28. But finding the right Charter to purchase is an arduous process, giving their limited number and the fact that most available Charters came with conditions that did not meet Legacy's needs.

29. Around that time, Legacy learned that RWR was facing financial pressure and needed to sell one of its two Charters. On RWR's behalf, Mr. Puchyr arranged for a meeting between Legacy's CEO Calvin Wells III and RWR's owner Rick Ware to discuss a potential deal in exchange for a percentage of the sale price.

30. At this meeting, Legacy made clear that it wanted to purchase a Charter to expand its NASCAR presence. The agreement to purchase that Charter from RWR was negotiated over several weeks, and on March 3, 2025, Legacy and RWR executed the Agreement. [REDACTED]

[REDACTED]

31. After signing the Agreement, Legacy began taking steps to prepare for the 2026 season: including by reaching out to prospective sponsors, advertisers, and drivers for Legacy's third car.

32. On information and belief, all of these preparations were known to Mr. Puchyr. He knew the fundamental terms of this deal, and he knew Legacy's intentions and its position. Mr. Puchyr facilitated the parties' very first meeting; he continued to broker the parties' negotiations afterward; and he remained in communication with the parties as their deal took shape. He knew that Legacy expected to race a Charter under the Agreement. Indeed, the very day after the deal was signed, on March 4, 2025, Mr. Wells spoke with Mr. Puchyr and conveyed that very same expectation to him.

III. A Dispute Arises Over The Charter Purchase Agreement.

33. After Legacy and RWR executed the Agreement, a dispute arose over which of RWR's two Charters—#27 and #36—was the subject of the sale.

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

36. Legacy subsequently pushed for more information, and Mr. Puchyr was aware of Mr. Ware's and RWR's positions—on the contract, and financially, too. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

38. On April 1, 2025, Legacy filed suit against RWR in this Court (Case No. 25CV016837-590) to enforce its contractual rights. The Verified Complaint [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IV. RWR Represents To Legacy And To This Court That It Will Not Sell Its Charters During The Pendency Of Legacy's Lawsuit.

39. In opposing the preliminary injunction, RWR represented to Legacy and to this Court that it would not sell either of its Charters. [REDACTED]

[REDACTED]

V. Mr. Puchyr Announces Plans To Purchase RWR And Its NASCAR Charters.

42. After the Court denied Legacy’s motion for preliminary injunction, in part based on RWR’s and its counsel’s representations to Legacy and to the Court, Legacy learned through media reports that Mr. Puchyr has apparently sought to upend Legacy’s and RWR’s deal. On June 26, 2025, Puchyr announced in statements to the Associated Press that he had ostensibly made a deal to buy RWR’s two Charters.³

43. On information and belief, Mr. Puchyr’s announcement of his attempt to purchase RWR and its Charters was not an overnight development. NASCAR Cup Series Charter purchases are complex transactions for rare commercial opportunities worth tens of millions of dollars. On information and belief, Mr. Puchyr spent weeks preparing, negotiating, and presumably securing financing for his prospective purchase of RWR and its Charters—securing millions of dollars from as-yet unknown entities and/or individuals in the process.

44. Mr. Puchyr further declared that Legacy’s owner, NASCAR legend Jimmie Johnson, “doesn’t understand the deal we had” and does not have “all the facts.” His reference to “the deal *we* had” raises serious conflicts and ethics concerns, beyond suggesting a behind-the-scenes interest in RWR that was not previously disclosed.

45. This would also violate Rucus’ Independent Contractor Agreement with Legacy. That Agreement, under which Rucus and TJ are obliged to acquire and maintain a sponsorship relationship with Legacy, contains numerous confidentiality and non-solicitation terms. Mr. Puchyr’s announced plan to purchase RWR, and his statements to the press that disparage Legacy and its owners, squarely breach those terms.

³ See *supra* note 1.

46. According to Mr. Puchyr, his intended purchase would mean that neither of RWR's Charters will be available to Legacy, notwithstanding RWR's express assurances to the Court—and despite the fact that Mr. Puchyr himself brokered the deal with Legacy. As this Court noted, in granting Legacy the right to depose RWR over the announced deal with Mr. Puchyr: “if they end up closing the transaction and they made representations to the Court to the contrary Somebody could get held in contempt of Court.” Ex. D, *RPAC Racing LLC v. Rick Ware Racing, LLC*, 25CV016837-590, July 14, 2025 Hearing Tr. 30:10-15.

47. Mr. Puchyr has taken actions with the intention of unlawfully depriving Legacy of the Charter it had contracted to purchase, contradict RWR's representations to this Court, and cause substantial harm to Legacy. Mr. Puchyr knew of this contract, he knew Legacy's rights, and he knew of the lawsuit to enforce them. Nevertheless, Mr. Puchyr decided to illegally interfere with the deal he had himself brokered.

48. Making matters worse, Mr. Puchyr leveraged this announcement to breach his obligations to Legacy under the Independent Contractor Agreement. The same day that the intended deal was announced, Mr. Puchyr called the sponsor he promised to help Legacy secure and disparaged Legacy's ability to enforce its contract with RWR and expand its fleet of Charters.

49. Furthermore, Mr. Puchyr lacks any legitimate justification to purchase RWR and use its Charter to leapfrog Legacy into the NASCAR Cup Series as a new owner on the back of Legacy's prior and binding deal with Mr. Ware. That effort to use Legacy's Charter to launch a three-car team for himself is both dishonest and unfair.

50. Legacy therefore brings this case to recover its damages for Mr. Puchyr's unlawful disregard for Legacy's rights.

FIRST CLAIM FOR RELIEF:
TORTIOUS INTERFERENCE WITH CONTRACT

51. Legacy incorporates herein by reference the preceding paragraphs 1–50 of this Complaint as if fully set forth in this paragraph.

52. A valid and enforceable contract exists between Legacy and RWR for the purchase of a NASCAR Charter.

53. Mr. Puchyr and Rucus had actual knowledge of the Agreement between Legacy and RWR.

54. Mr. Puchyr and Rucus intentionally induced RWR to breach its contract with Legacy.

55. Mr. Puchyr and Rucus acted without justification and with malice, as evidenced by, among other things: (1) Mr. Puchyr's statement that Legacy will be unable to purchase or lease *any* Charter from RWR despite RWR's prior statements; (2) [REDACTED]
[REDACTED]; (3) Defendants' violation of the Independent Contractor Agreement.

56. As a direct and proximate result of Mr. Puchyr's and Rucus' interference, RWR has breached and will continue to breach its contract with Legacy, causing Legacy substantial damages, in an amount to be determined at trial.

57. Mr. Puchyr's conduct was willful and malicious, entitling Legacy to punitive damages.

SECOND CLAIM FOR RELIEF:
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

58. Legacy incorporates herein by reference the preceding paragraphs 1–57 of this Complaint as if fully set forth in this paragraph.

59. Legacy had a reasonable expectation of entering valid business relationships sponsors and other third parties in the interest of preparing to field a third car in 2026 and 2027.

60. On information and belief, Mr. Puchyr and Rucus had knowledge of these prospective business relationships.

61. On information and belief, Mr. Puchyr and Rucus purposely and without justification interfered with these relationship by announcing a prospective purchase of RWR and its Charters, and publicly stating that due to his intended purchase Legacy would not have any opportunity to acquire a Charter from RWR in 2026 or 2027.

62. Mr. Puchyr's and Rucus' interference prevents making contracts with and prospective sponsors by clouding the certainty that Legacy will be able run a third car under the Charter it bought from RWR. It thus deprives Legacy's prospective business relationship with sponsors and others, causing Legacy substantial damages in an amount to be determined at trial.

63. Mr. Puchyr's and Rucus' conduct was willful and malicious, entitling Legacy to punitive damages.

THIRD CLAIM FOR RELIEF:
VIOLATION OF NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE
PRACTICES ACT

64. Legacy incorporates herein by reference the preceding paragraphs 1–63 of this Complaint as if fully set forth in this paragraph.

65. Defendants' conduct constitutes unfair and deceptive trade practices in violation of N.C. Gen. Stat. §§ 75-1.1, *et seq.*

66. Mr. Puchyr and Rucus Racing engaged in conduct in or affecting commerce by acting as a broker in NASCAR-related transactions and by purchasing RWR and its NASCAR Charters.

67. Mr. Puchyr's conduct was deceptive and unfair in that Mr. Puchyr, on information and belief, either through Rucus or in his personal capacity: (1) spent weeks raising millions in debt and/or equity financing to purchase RWR and its Charters, despite the fact that Legacy is owed one Charter under the Charter Purchase Agreement Mr. Puchyr brokered; (2) concealed his intention to interfere with Legacy's contractual rights for weeks during a lawsuit to enforce those rights; (3) exploited his knowledge of the Charter Purchase Agreement and Legacy's lawsuit to structure a proposed transaction to best fit his own and RWR's interests while violating Legacy's rights; (4) orchestrated a proposed deal to purchase RWR that contradicted RWR's in-court representations, its owner's sworn written statements, and its counsel's representations in court; (5) sought to use unfair methods of competition with the intent to harm Legacy and put it at a competitive disadvantage, including by leveraging Legacy's dispute with RWR to enter the NASCAR Cup Series on the back of a proposed purchase of Legacy's rightful Charter.

68. Mr. Puchyr's and Rucus' intention to purchase RWR and its Charters under these circumstances offends public policy and is immoral, unethical, oppressive, unscrupulous, and substantially injurious to Legacy.

69. Mr. Puchyr's and Rucus' unfair and deceptive acts proximately caused actual injury to Legacy in an amount to be determined at trial.

70. Legacy is entitled to treble damages under N.C. Gen. Stat. § 75-16.

71. Legacy is entitled to attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1.

PRAYER FOR RELIEF

WHEREFORE, Legacy respectfully prays the Court to grant the following relief:

1. That the enter judgment in favor of Legacy and against Mr. Puchyr and Rucus on all claims;

2. That the Court award Legacy actual damages in an amount to be proven at trial;
3. That the Court award Legacy treble damages pursuant to N.C. Gen. Stat. § 75-16;
4. That the Court award Legacy punitive damages for Mr. Puchyr's and Rucus' willful and malicious conduct.
5. That the Court award Legacy its costs, expenses, and attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1 and other applicable law; and
6. That the Court grant such other and further relief as the Court deems just and proper.

This 15th Day of July, 2025.

Respectfully submitted,

/s/ Lee M. Whitman

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