

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

SUMMONS

101498119

Index Number

TERRENCE STEVENS,

[your name(s)]

Plaintiff(s),

- against -

MICHAEL SKOLNIK,  
BARON DAVIS,  
BARON DAVIS ENTERPRISES,  
THE BLACK SANTA COMPANY,  
THE SOZE AGENCY

Defendant(s).

Date Index Number  
Purchased

To the Person(s) Named as Defendant(s) above:

PLEASE TAKE NOTICE THAT YOU ARE SUMMONED to answer the complaint of the plaintiff(s) herein and to serve a copy of your answer on the plaintiff(s) at the address indicated below within 20 days after service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

Dated: \_\_\_\_\_, 20\_\_ [sign and print your name]

[date of summons]

[your address(es), telephone number(s)]

TERRENCE STEVENS

160 Convent Ave., Harris Hall,

New York, NY 10031

212.650.5894

C/O In Arms Reach, Inc.,

Defendant(s)

MICHAEL SKOLNIK,

-BARON DAVIS,

-BARON DAVIS ENTERPRISES,

-THE BLACK SANTA COMPANY,

-THE SOZE AGENCY

Venue: Plaintiff(s) designate(s) New York County as the place of trial. The basis of this designation is:

[check box that applies]

- Plaintiff's(s') residence in New York County
- Defendant's(s') residence in New York County
- Other [See CPLR Article 5]:

FILED

SEP 26 2019

COUNTY CLERK'S OFFICE  
NEW YORK

**IN THE NEW YORK STATE SUPREME COURT  
FOR THE STATE OF NEW YORK**

-----X  
**TERRENCE STEVENS,**

*Plaintiff,*

- Against -

Index No. 101498 / 19

**"COMPLAINT"**

**MICHAEL SKOLNIK,  
BARON DAVIS,  
BARON DAVIS ENTERPRISES,  
THE BLACK SANTA COMPANY,  
THE SOZE AGENCY**

*Defendants,*

-----X

**VERIFIED COMPLAINT**

1. PLAINTIFF TERRENCE STEVENS alleges as follows based on his own knowledge with respect to his own acts and with respect to those facts he saw or heard, and on information and belief as to all other allegations:

**NATURE OF THIS ACTION**

2. Since 2001, Plaintiff, a wheelchair-bound quadriplegic, has dedicated himself to the charity he founded, In Arms Reach, Inc. That charity, aimed at improving the standing and self-image of African Americans, provides academic enrichment, mentorship, STEM exposure to under-resourced children and youth impacted by parental incarceration and the justice system, and a variety of charitable endeavors. As part of his charitable efforts, and with the aims of both (1) serving to elevate the positive identity of Americans of color by creating a Santa Claus as Black; and (2) of providing additional funding for the charitable efforts, Plaintiff developed an

exceptionally rare and unusual concept and marketing plan with a unique method of promoting diversity, empowering, and inspiring a positive identity for, Americans of color and of Latino descent to be proud of, called the Black Santa project. That concept and marketing plan, together with related designs and confidential business models, was usurped and misappropriated by Plaintiff's partner in the plan, Defendant Michael Skolnik, with the knowing aid and cooperation of, and to the benefit and profit of, the remaining defendants in this action, thus depriving Plaintiff of the opportunity to use same for the intended benefit of Plaintiff's charity. Accordingly, this action seeks damages and injunctive relief for breach of contract, breach of fiduciary duty, fraud, unfair and unjust enrichment, negligence, intentional interference with prospective business advantage, and breach of duty of good faith and fair dealings arising out of Defendants **MICHAEL SKOLNIK, BARON DAVIS, BARON DAVIS ENTERPRISES, THE BLACK SANTA COMPANY and THE SOZE AGENCY** actions in stealing Plaintiff's idea, their unauthorized use of Plaintiff's confidential business plans and information, concepts, business model, and usurpation of business opportunity.

#### **JURISDICTION AND VENUE**

3. This Court has jurisdiction over Defendants pursuant to C.P.L.R. Sections 302 (1), (2) and (3), in that each Defendant has transacted business in New York State, has committed a tortious act in New York State, and/or has committed a tortious act without New York State causing injury to Plaintiff and Plaintiff's property within New York State.

4. Venue is proper in this District pursuant to C.P.L.R. Section 501(a), because Plaintiff's claims arise in this District and a substantial part of the events and omissions giving rise to the claims occurred in this District, and because Plaintiff resides in this District, and because at least one of the Defendants resides in this District.

**PARTIES AND RELEVANT PERSONS**

5. Plaintiff **TERRENCE STEVENS** virtually paralyzed from the neck down and sufferer of Muscular Dystrophy, with a principal place of operation from which he operates charity foundation, In Arms Reach, Inc., the City University of NY, located at 160 Convent Ave., Harris Hall, New York, NY 10031.

6. Upon information and belief, Defendant **MICHAEL SKOLNIK** is an individual and graduate of UCLA, founder of The Soze Agency, documentary film maker, and former editor of Russell Simmons' Global Grind Digital Magazine and Russell Simmons' former political director with a place of operation at 594 Dean Street in the State of New York, Brooklyn, NY 11238. He is being sued in his individual capacity and in the capacity of his actions as owner and operator of defendant The Soze Agency. The actions committed by this defendant caused harm to Plaintiff and Plaintiff's property rights in this District, and this Defendant transacted business in this district.

7. Upon information and belief, Defendant **BARON DAVIS** is an individual and former American NBA professional basketball player, who, on information and belief, has known Defendant Michel Skolnik since they attended college together at UCLA. Defendant Baron Davis is being sued in his individual capacity and for his actions in his capacity in connection with Defendant Baron Davis Enterprises, Defendant The Black Santa Company and has a principle office at 1925 Century Park East, Suite#1250 Los Angeles, CA 90067. The actions committed by this defendant caused harm to Plaintiff and Plaintiff's property rights in this District, and some of these actions took place in this District.

8. Upon information and belief, Defendant **BARON DAVIS ENTERPRISES** ("BDE") is a Company founded in 2012 and owned by Defendant Davis who has created several companies under the main BDE banner, including THE BLACK SANTA COMPANY and has a principle office at 1925 Century Park East, Suite#1250 Los Angeles, CA 90067. The actions

committed by Defendant caused harm to Plaintiff and Plaintiff's property rights in this District, and this Defendant transacted business in this district.

9. Upon information and belief, Defendant **THE BLACK SANTA COMPANY**, is a Limited Liability Corporation LLC, owned and operated by Defendant BARON DAVIS and has a principle office at 1925 Century Park East, Suite#1250 Los Angeles, CA 90067. The actions committed by this defendant caused harm to Plaintiff and Plaintiff's property rights in this District, and this Defendant transacted business in this district.

10. Upon information and belief, Defendant **THE SOZE AGENCY** is a social impact agency that purports to partner with companies, non-profits, foundations and movements to create campaigns that uplift compassion, authenticity and equity with a place of operation at 594 Dean Street in the State of New York, Brooklyn, NY 11238. The actions committed by this defendant caused harm to Plaintiff and Plaintiff's property rights in this District, and this Defendant transacted business in this district.

**FACTUAL BACKGROUND**  
**Summary of Facts**

11. As described below, Plaintiff is a quadriplegic who has dedicated the last two decades to charitable work aimed at improving the life of African Americans, particularly in regard to enhancing their self-image and in relation to issues concerning mass incarceration. In pursuit of these charitable goals, and in contemplation of a project which would both improve African-Americans' self-image by the positive depiction of a Black Santa Claus and raise funding for the benefit of Plaintiff's charity, In Arm's Reach, Inc., Plaintiff designed an exceptionally rare and confidential six-pronged strategic Black Santa Company business plan, unlike any other of its kind on the market, (the "Black Santa Project") consisting in part of:

- a. The design of and marketing of empowering and profitable Black Santa retail

products sold on a digital superstore platform,

- b. Creating of Black Santa Clothing and other products
- c. Connecting the Black Santa company project with the music industry,
- d. Unique philanthropic twist to generate funding for the In Arms Reach, Inc. charity foundation,
- e. Creating of Animated Black Santa TV characters with Black Santa being the main character and
- f. Creating of a unique treatment to bridge Black Santa movie production for the silver screen.

12. By indicating that he was acting as Plaintiff's partner in the Black Santa Project, Defendant Michael Skolnik obtained access *inter alia* to Plaintiff's product designs and confidential business plans. Defendant Michael Skolnik deprived Plaintiff of the business opportunities of the Black Santa Project by sharing the confidential information he obtained with the remaining Defendants and other parties, who acted with Skolnik to develop the Black Santa Project, with knowledge of the information's illicit source, but without any contribution to Plaintiff or Plaintiff's charitable causes, including but not limited to In Arms Reach, Inc.

**A. Plaintiff's Precarious Medical Condition**

13. Plaintiff Terrence Stevens is an African American minority and native New Yorker, born and raised in the urban communities of New York City.

14. Plaintiff suffers from Muscular Dystrophy, Anterior Horn Cell Disease, Spinal Muscular Atrophy, Sclerosis, and, as a Quadriplegic, is wheelchair confined and virtually paralyzed from the neck down.

15. At all times relevant to this complaint, Plaintiff was machine Hoyer lifted in and

out of bed 365 days a year, where he is turned from side to side every two hours during the night to ease respiratory complications.

16. At all times relevant, Plaintiff could not stand, bend, or walk. His spine curves to the left and he has a collapsed chest wall closing down on his left lung and as a result his breathing is labored. *See Exhibit A*

17. At all times relevant to this complaint, Plaintiff required 24-hour assistance with all activities of daily living, including bathing, feeding, brushing his teeth and being assisted on and off the toilet and member of the Muscular Dystrophy Association (MDA).

18. In spite of Plaintiff's severe medical conditions and his physical limitations, Plaintiff has dedicated the last two decades of his life as an advocate against mass incarceration and for reform of the justice system and its impact on poor communities of color, and to improving the self-image of Americans of color. However, because of his medical condition, Plaintiff required and requires help in the actualization of his charitable operations and the business operations designed to help fund his charitable operations. With that help, he has been successful in many areas, but not the one addressed in this Complaint, because of the actions of Defendants, and in particular of Defendant Michael Skolnik pretending to be acting as Plaintiff's partner.

19. Plaintiff's medical condition forced him to expend additional efforts in his development of the Black Santa Project.

20. Plaintiff's medical condition delayed and made more difficult his discovery of certain of Defendants' actions in this matter, and on information and belief Defendants knew that such would be the case.

21. The Plaintiff is Creator and Founder of In Arms Reach, Inc., a not-for-profit 501c

grassroots community-based organization in New York City. Under the Plaintiff's leadership, for over 17 years the organization has provided low income New York City families, primarily children of incarcerated parents, with tutoring, mentoring, free prison visitation and STEM services at the City University of New York. *See Exhibit B*

22. In spite of the Plaintiff's devastating disease, he is a known champion and/or agent of social change. Among manner other things, Plaintiff and its charity has been featured nationally on PBS Documentary *the African Americans: Many Rivers to Cross*, produced by Harvard Scholar, Professor Henry Louis Gates, Jr.

23. In the PBS Documentary *the African Americans: Many Rivers to Cross*, Producer Leslie Asako Gladsjo states, in part: "While exploring the well-known biography of Harriet Tubman, for instance, we simultaneously discovered the remarkable story of Terrence Stevens. His efforts to dismantle the cradle-to-prison pipeline, one individual at a time, recall Tubman's courageous forays to rescue individuals from slavery in the 1850s". Among many others, Plaintiff and his charity was selected in New York City as the New York 1, New Yorker of the Week. Plaintiff has also appeared multiple times in major magazines and news articles. *See Exhibit C*

#### **B. *Music and Fashion Mogul Russell Simmons***

24. In 2003 the Plaintiff was invited to meet music mogul Russell Simmons who at the time was interested in helping to reform the Rockefeller drug laws and addressing the disproportionate number of poor people of color affected by the draconian laws.

25. In 2003, the Plaintiff was introduced to Defendant MICHAEL SKOLNIK by Russell Simmons at Simmons's RUSH Communications office, headquartered at 517 Seventh Ave, New York, NY.



26. In 2003, Defendant Skolnik was summoned and/or permitted by Russell Simmons to engage in a film production project, Lock Down USA. Skolnik had set up his video cameras and professional lighting equipment inside the offices of RUSH Communications. At the time, the Plaintiff, with approval from Simmons, frequented Simmons' offices in the Fashion District.

**C. *Russell Simmons' Support for Plaintiff's Charity Initiative***

27. In 2003, Russell Simmons agreed to help and support the Plaintiff's efforts and those of Plaintiff's charity, In Arms Reach, Inc. Initially, Simmons advised his staff member to share charity donors with the Plaintiff, a nice gesture.

28. In 2003, Defendant Michael Skolnik, began quickly moving up in rank, as part of his work for Russell Simmons' company, was welcomed inside Plaintiff's home at the NYCHA Projects in Spanish Harlem NYC, to film the Plaintiff from early morning and throughout the day. The main purpose was to witness a day in the life of the Plaintiff leading up to the Countdown to Fairness Rally at City Hall to repeal the draconian Rockefeller Laws.

29. Defendant Michael Skolnik became fully aware of Plaintiff's medical condition and of the difficulties that that condition caused.

30. Defendant Michael Skolnik became a trusted and high ranking employee for Simmons and soon after was promoted to help Simmons in aiding the suffering of minority victims in communities of color regarding civil and social justice issues.

31. Over the next several years, from 2003 through 2015, Plaintiff and Defendant Michael Skolnik built what Plaintiff believed was a trusting working relationship through Russell Simmons that included, but was not limited to, Skolnik's stamping approval of Simmons' signature on a number of Plaintiff's character reference letters, and Skolnik connecting the Plaintiff to White House staff members in Washington, DC.

32. In or around 2005, Russell Simmons began inviting the Plaintiff to exclusive VIP charity events, including his Annual Art for Life celebrity charity fundraisers at his private home and East Hampton estate, where the Plaintiff was a guest of Simmons, and met with rich and famous people from whom Plaintiff sought help for his charity work.

***D. Plaintiff's Black Santa Project idea and its Unique Business Model***

33. In December 2011 Plaintiff started designing a confidential Black Santa Project. The Plaintiff expended significant amount of time, energy and funding to develop his exceptionally rare and unusual concept and marketing plan with a unique method of promoting diversity, empowering, and inspiring a positive identity for, Americans of color and of Latino descent to be proud of, called the Black Santa project as extensive research revealed that there were no readily available Black Santa products or companies on the market at the time. This was a huge widely overlooked void that needed to be filled in communities of color. Because of Plaintiff's medical condition, this required additional effort by Plaintiff.

34. In or around February 2012, in connection with his efforts to fund the Black Santa Project, the Plaintiff began networking. Among other things, Plaintiff sought the investment support and connections of Carl Banks, former NY Giants linebacker and current fashion apparel mogul. Carl Banks was the board Chairman of In Arms Reach, Inc., and supported the Plaintiff's charity foundation's work.

***E. Plaintiff's Celebrity Business Support***

35. In April 2012, Plaintiff met with Carl Banks and discussed Black Santa Project designer gift wrapping paper and the lack of availability of Black Santa products on the market at the time. The Plaintiff further revealed to Banks he was an associate of Russell Simmons, who had on occasion pledged support for Plaintiff's In Arms Reach, Inc. charity, and advocated for

reform of the Rockefeller laws.

36. During the April 2012, meeting with Banks, Plaintiff discussed Simmons' relationship with the Target Corporation, and Simmons's ability to possibly connect the Plaintiff's Black Santa Business Project with the Target chain stores. Banks stated he would partner in with the Plaintiff. In addition, Plaintiff and Banks discussed developments and plans to expand the Black Santa Project products to include, in addition to designer gift wrapping paper, clothing, greeting cards, dolls, and other products, so that Black Santa products could be appealing and sold not just during the Christmas holiday season, but all year long. Also discussed with Banks, who was already successful in the sports fashion apparel business, was that Banks had access to a myriad of NFL players who might be able to support Plaintiff's Black Santa project and the charitable endeavors.

37. Plaintiff advised Banks that he would connect with Russell Simmons regarding the Black Santa Project so Simmons could possibly introduce the Plaintiff's Black Santa Project products to Target's administration for possible business dealings.

**F. Greed and Defendants Plot to Swindle the Plaintiff**

38. In May or June 2012 a confidential conference call took place between Plaintiff, Banks and Simmons regarding Plaintiff's Black Santa Project idea. (*See Exhibit D, dated Wednesday, December 12, 2012 at 2:50 PM from Russell Simmons employee at Rush Communications*).

39. Plaintiff knows that during the conference call Defendant Michael Skolnik was present, because Plaintiff could hear Skolnik's voice in the background, commenting to Russell Simmons. At the time of the call, Michael Skolnik was employed, on payroll, and worked closely with Simmons and Simmons' company, and was assigned to sit in on the

minority-related issues supported by Simmons.

40. During the business call, Plaintiff introduced Russell Simmons to the Black Santa Project and advised Simmons it was a confidential business project of Plaintiff supported by Carl Banks. Mr. Banks took the lead, informing Simmons that he was interested in Plaintiff's Black Santa Project, including but not limited to designer gift wrapping paper and expansion of products, and wanted to request Simmons' support by connecting Plaintiff with someone at the Target Corporation to discuss procedures to help Plaintiff get products onto the shelves of Target chain stores. Banks further confirmed that he would cover the entire production cost of the products.

41. During the business call, Russell Simmons stated that the Christmas holiday product selection for Target was completed for that year at the time, and that Simmons was currently in the 11<sup>th</sup> hour of raising funds for his upcoming July 28<sup>th</sup>, 2012 annual Art for Life charity event, so at the moment his plate was full. However, Simmons confirmed he did in fact know some folks at Target, and could definitely make a call for the Plaintiff; however, it would have to be at a later time, after his July 28<sup>th</sup>, 2012 charity event was over. Simmons stated that he and Plaintiff and Banks should reconnect then, and he would certainly reach out to his Target connection.

***G. Plaintiff's Business Project and Black Lives Matter Civil Rights Era***

42. Plaintiff's Black Santa represented a positive and empowering common good, with national appeal of an inspirational line of product that could impact communities of color nationwide. Equally relevant at the time, the nation was mourning in the wake of the Trayvon Martin case and the Black Lives Matter movement and a huge new African American (Black civil rights era) was building and gaining tremendous momentum. In fact, the prevalence of this

energized Black Santa movement was so much that the front cover theme of Russell Simmons July 2012 Art for Life celebrity charity event, was *Living in Color, relevant to communities and people of color. See Exhibit E*

43. Upon information and belief, Russell Simmons, his agents and/or servants came up with The *Living in Color* theme because it spoke volumes to the climate of the Black community including unarmed Black men who were “Dying in Color.” Likewise the Black Santa Project was relevant and equally appealing in theme, as communities of color were in dire need of a positive, inspiring and empowering facelift.

44. It was made clear and agreed by the participants during the May/June, 2012 confidential Black Santa Project conference call, conducted by Plaintiff and Mr., Banks to Russell Simmons and Michael Skolnik at their Rush Communications, LLC, offices, that the information discussed was and should remain confidential, and such information should have been protected in good faith and been protected from theft by Simmons employees.

#### ***H. Defendants’ Deception, Trickery, Fraud and Theft***

45. The Plaintiff’s Black Santa Project idea, business plan, model and its unique concept was developed with great effort by Plaintiff and represented a hidden answer to a tremendous and much needed uplifting facelift with potential to impact communities of color with huge market sales. On information and belief, Defendants quickly realized that the Plaintiff’s mega Black Santa Project had the potential to become a tremendously huge business success, and that deception, trickery, and theft could be used to victimize the Plaintiff.

#### ***I. Black Santa and Defendant Baron Davis’ Career-ending injury***

46. Upon information and belief, unbeknownst to Plaintiff at the time, soon after the disclosures in Plaintiff’s May/June, 2012 confidential Black Santa Project conference call,

Defendant Skolnik, along with defendant Baron Davis, began plotting to steal Plaintiff's valuable business project, and prior to mid-February 2013, defendants engaged in frequent and increased meetings, and communications by way of telephone, emails, and text messages, etc., as part of the effort to swindle Plaintiff out of the valuable business project idea.

47. Upon information and belief, after the May/June, 2012 business call, and prior to mid-February 2013, the planning and execution of this effort included incidents to swindle Plaintiff around the time of defendant Baron Davis career-ending injury, when Davis was home bound, residing at his New York City apartment, DAVIS was visited by Defendant Michael Skolnik and others in pursuit of the plan to steal the Plaintiff's Black Santa Project idea, business plan, model and its unique concept.

***J. Plaintiff Developed a Unique Six-Pronged Black Santa Company Component and Customized Business Model***

48. As far back as 2011, Plaintiff's research revealed there were no local or current Black Santa TV shows and no Black Santa movie that featured Black Santa as the main character and/or as the main Black character of power and positivity. Apart of Plaintiff confidential business plan and dream was to pitch Black Santa as the powerful, main character, to television and the silver screen.

49. In August 2012, Plaintiff, through continuous hard work, developed a unique, inspiring and exceptionally rare confidential Black Santa Project business model and concept. The Plaintiff designed his six-pronged confidential strategic Black Santa Project business plan, unlike any other of its kind on the market.

50. On Wednesday, December 12, 2012 at approximately 4:47 p.m., Russell Simmons' staff responded to the Plaintiff's email, (which was sent in response to Simmons'

suggestion to get back in touch with Simmons to contact his Target chain store connection). Simmons' staff stated: "Sure, Terrence, I'll handle all of Russell's scheduling. Let me discuss with him a good date, time and get back to you. *See Exhibit F*

51. On January 19, 2013 at approx. 10:06 am the Plaintiff continued moving forward and communicated with a highly respected top former senior employee of Russell Simmons who stated she knew and was friend of the Target Corporation executive VP and could help assist with discussing the opportunity for the Black Santa products to be placed on shelves at Target retail chain stores in support of Plaintiff and his charity foundation. The top former senior employee advised Plaintiff she will reach out directly to the Target VP and get back in touch with Plaintiff. Further, on February 6<sup>th</sup>, 2013, at approx. 11:15 am the Simmons's former employee notified Plaintiff she received no response, as of yet, but will let Plaintiff know as soon as she does. *See Exhibit G*

52. In May 2013, Plaintiff was still 100 percent committed, inspired and dedicated to continue to push forward with his entrepreneur dream of the Plaintiff's Black Santa Project. The Plaintiff continued working tirelessly, on the Black Santa Project, developing its designs, concept, business plans, and finalizing a relevant operating agreement, article of organizations, and retained and employed graphic designers and other personnel related to the Black Santa Project, its business plan, model and unique concept.

#### **K. Skolnik's Black Santa Business Agreement**

53. In October or November 2013, the Plaintiff and Defendant Michael Skolnik met up at the Drug Policy Alliance *Reform* Conference event in Denver, Co ("DPA conference") after a speaking engagement by Skolnik. Defendant Skolnik appeared to be and said he was very happy to see the Plaintiff.

64. Plaintiff informed Michael Skolnik that he was still looking to connect with Target regarding the previous conference call that had taken place in or around May/June 2012 relating to Plaintiff's Black Santa Project, and reiterated that this matter was totally confidential. Plaintiff specifically advised Michael Skolnik that Plaintiff's unique company business model was not public yet and that disclosing such could damage Plaintiff and his business plans, and that the Plaintiff had worked hard to achieve success and had put a lot of time and investment into it.

65. Defendant Michael Skolnik responded and stated at the DPA conference, "Terrence you can trust me, you've know me for a long time, I would never do that to you."

66. At the DPA event, since Plaintiff considered defendant Michael Skolnik to be a positive and most trusted resource, Plaintiff allowed Skolnik to review Plaintiff's written Black Santa Project, including the six-pronged business plan, and Plaintiff discussed with Skolnik the entire Black Santa Project model.

67. The model included the designed product line's expansion to greeting cards, dolls, Apparel clothing, getting high profile rappers in music industry involved to support Plaintiff's Black Santa Project, and connecting with Plaintiff's In Arms Reach charity foundation to generate charity funding.

68. In addition, the Plaintiff worked on his dream for development of animated Black Santa characters for a TV series and a Black Santa movie pitch with Black Santa being the focus, as there was a lack of such in motion pictures, and a need to bridge that very important African American cultural gap to level the empowerment field of greatness for children of color.

69. In October or November 2013, while discussing the Black Santa Movie component of the Black Santa Project, Plaintiff asked Michael Skolnik if he thought Russell



Simmons could get in touch with Actor Denzel Washington [to play Black Santa]. Defendant Skolnik stated Russell could get in touch with whomever he wishes to in Hollywood.

70. After his review of the Black Santa Project written materials and discussions with Plaintiff, Defendant Michael Skolnik appeared to become extremely excited about the Plaintiff's Black Santa Project, its concept and business model, and at that time (October or November 2013) stated to Plaintiff, "I love it, I am all in with you, we [Skolnik and the Plaintiff] will partner on this Black Santa Project, and we will make a killing in sales."

71. At the DPA Conference, Plaintiff advised Skolnik that he was continuing his work and effort in developing stages of the Black Santa Project, and it's exceptionally rare agenda, and would keep Skolnik updated; since at the time, Plaintiff trusted Defendant Skolnik and believed Skolnik was a partner and supporter.

72. At the end of the DPA conference, before parting with Plaintiff, Michael Skolnik again assured Plaintiff he {Skolnik}, will partner with the Plaintiff on the Black Santa Project. Defendant Skolnik handed the Plaintiff his mobile phone number and asked him to keep in touch on the project.

73. Plaintiff took steps to maintain the confidentiality of the Black Santa Project, its designs, concepts, confidential business information and business model, by utilizing great caution and only exposing the Project idea and its concept to a limited few of Plaintiff's high end, loyal and most trusted resources and supporters.

74. Having been led by Defendant Michael Skolnik to believe that Defendant Skolnik was acting as Plaintiff's partner, Plaintiff shared these ideas confidentially with Defendant Skolnik.

75. On information and belief, acting on his own behalf and in concert with the other

defendants, Defendant Michael Skolnik shared confidential information with the other defendants, who knew of the information's confidential nature and that the information had been improperly obtained, and that the information, product designs and business plans had been stolen by Defendant Skolnik under the pretext that Skolnik was acting as Plaintiff's partner.

***L. Plaintiff Connecting Black Santa Project with Music Industry in 2014***

76. On August 22, 2014, the Plaintiff, unaware of the defendants' plot, continued to confidentially meet with trusted supporters and celebrity figures, and plaintiff discussed the Black Santa Project with a senior record executive at Atlantic Records for support, and to position plaintiff to connect plaintiff Black Santa Project to the music industry for the benefit of Plaintiff's charity. The senior record executive at Atlantic Records was asked to and verbally agreed to keep Plaintiff's unique Black Santa Project confidential and outreach a high profile Atlantic Records artist to support the charity concept of the project. *See Exhibit H*

77. In October 2014, as part of the Plaintiff's Black Santa Project, Plaintiff continued to work on his dream Black Santa movie treatment, based in part off the hit TV show, Fat Albert and the Gang. The Plaintiff's Black Santa movie treatment, like its unique and exceptionally rare concept and business model and idea was equally appealing and served to bridge a cultural gap for communities of color, in a long overdue and much needed space in movie entertainment. *See Exhibit I*

78. In November 2014, Plaintiff communicated an update to Michael Skolnik regarding the Black Santa Project and its unique products and business concepts. Skolnik gave no indication that he had revealed the information to, and/or was working with, other parties behind Plaintiff's back.

79. During a July 2014 visit to Rush Communication's offices, Plaintiff updated a

Simmons staff member on the Black Santa project, including advising the staff member that defendant Skolnik, also an employee and agent of Rush Communications at that time, had agreed to partner with the Plaintiff on the Black Santa Project. The Simmons staff member stated that the staff member had just gotten off the phone with Skolnik, frequent communication with him, and that partnering with him was a good look because Skolnik controlled all of Simmons' multimillion social media followers. The Simmons staff member further advised Plaintiff that he had connections in China to printing factories and other avenues that might benefit the Black Santa Project. However, toward the end of meeting, the staff member mysteriously, blurted out; "You better go head and launch the Black Santa company, before someone else does." While the Plaintiff, still relying on Skolnik's assurances that Skolnik was acting confidentially and as Plaintiff's partner, did not realize it at the time, on information and belief this cryptic statement indicated that the staff member was aware that Skolnik was acting to develop the Black Santa Project without Plaintiff.

***M. Plaintiff Connecting the Black Santa Project with Music Industry in 2015***

80. On May 20, 2015 at 10:10 am, plaintiff set up a confidential meeting with a trusted supporter and celebrity figure, discussing the Black Santa Project designer gift wrapping paper and products exclusively in Spanish text with a legendary high-profile Latino music industry executive/rapper for support, regarding connecting plaintiff's Black Santa Project and its Latino products to the music industry. The objective was to connect the Black Santa project with a high-profile artist in the Latino culture to utilize their music and following to raise awareness and promote holiday cheer and empowerment. The Latino executive stated he liked the Latino business model and concept exposing communities of color to a Black Santa, and he stood, ready, willing and able to support the Plaintiff. *See Exhibit J*

81. On July 18, 2015, Plaintiff was invited to and attended Russell Simmons' annual *Art for Life* event in East Hampton. At that event, Plaintiff met up again with Defendant Skolnik who re-confirmed his agreement to partner with Plaintiff, and communicated he was eager to help expand Plaintiff's product line and full business model to a wider social media audience, and that Skolnik thought such would be extremely important to the Black Santa Project, African American culture and even the massive Black Lives Matter movement.

82. Defendant Skolnik ended the July 18, 2015 conversation by instructing Plaintiff to connect with him regarding the business partnership before the start of the 2015 Christmas holiday season. Prior to, during and after the *Art for Life* event, Plaintiff reposed his utmost trust and confidence in Skolnik to manage and protect Plaintiff's confidential Black Santa Project, its designs, concepts, confidential business information and business model. *See Exhibit K*

83. Defendant Skolnik's actions and statements created a contract, a duty of good faith and fair dealings, and a fiduciary relationship between defendant Skolnik and the Plaintiff. These actions included but were not limited to Skolnik's pledges of commitment to the plaintiff, his assurances he would act as Plaintiff's partner, his access to the Plaintiff's proprietary and confidential Black Santa project business information, defendant Skolnik's understanding of the unique concept of products being sold and involvement of profits for charity, Skolnik's percentage being made to compensate when the Black Santa Company was successful, with that percentage being based in part on Skolnik's ability to highlight the Plaintiff's Black Santa products on huge social media outlets, including friends, celebrity and Russell Simmons' social media platforms. Skolnik repeatedly indicated that he understood the Black Santa Project was confidential as far back as October 2013 and throughout 2014 and 2015.

84. On September 30, 2015, at approximately 6:45 p.m., the Plaintiff's assistant

drafted a confidential communication intended for stakeholders, including sending Defendant Skolnik a private link stating in part; We have temporarily made Plaintiff's Black Santa Company website available for stakeholders to view products and the statements attributed from other high profile music industry artist, that we are seeking approval and permission to use on the site. Please review our charity page and the statement attributed to Russell Simmons, seeking his approval." However, unbeknownst to Plaintiff, Skolnik continued to hide the fact he, along with Defendant Baron Davis was stealing Plaintiff valuable business idea, its concept and business plans. *See Exhibit L*

85. The Plaintiff disclosing his confidential work to Defendant Michael Skolnik, and Skolnik witnessing the powerful statements of support being pledged by legendary music industry artists in total support of Plaintiff Black Santa project, only served to fuel and intensify Defendants' greed and theft to an even higher level. Hence, such a masterful business model, movie and movement being birth by the Quadriplegic muscular dystrophy stricken plaintiff, in defendants eye's with their ego and riches, was way too powerful of a prized movement to be coming from the likes of the plaintiff. Defendants knowingly and intentionally utilized their power, celebrity and wealth to deprive, shatter, destroy and assassinate the entrepreneurship dreams of the Plaintiff, including the Plaintiff's Hollywood Black Santa movie deal.

**N. Defendants' Motive for Theft and Fraud**

86. By September 2015, unbeknownst to Plaintiff, Defendant Skolnik's employment with Simmons, Skolnik's main source of income, as President and editor-in-chief for the Global Grind was quickly approaching its December 31, 2015 termination date as Global Grind was being sold, and Skolnik knew or should have known he would no longer be employed by Simmons or Rush Communications, sending defendant Skolnik on a fierce hunt for new income

that further fueled Skolnik's teaming up with defendant Davis in aftermath of Davis' career-ending injury and ultimately stealing the Plaintiff's Black Santa Project.

87. Unbeknownst to Plaintiff, while Plaintiff was sharing his Black Santa Project with Skolnik, Skolnik was communicating the details of such to defendant Baron Davis, his agents and servants.

88. In November 2015 a New York Times Region section article involving Russell Simmons and Skolnik was published. The article noted that Simmons' previous political director, Gary Foster, had left the post just before Simmons hired Skolnik. The article stated, in part: "Gary [Foster] was always trying to keep me out of trouble," Mr. Simmons said, "but I needed to be in trouble. I liked Mike [Skolnik] immediately because he, like myself, has this thirst to stay in trouble." The reporter continued... But if Mr. Skolnik sees himself as anything, it is as a bridge between those groups: as a man of privilege capable of amplifying unheard voices and connecting the powerless to the powerful. "But it's gotten to the point where I'm not really the guy behind the guy anymore." "Things have changed. I need to fly on my own wings," says Skolnik.

89. In July, 2015, and throughout October 2015, Plaintiff, still believing that Skolnik was keeping his communications and the Black Santa Project confidential and that Skolnik was acting as his partner, had repeated and numerous conversations with Defendant Skolnik sharing confidential business information, concepts and models for the Black Santa Project idea.

90. On April 5, 2016 the Plaintiff and Skolnik communicated about a charity project that Skolnik connected the Plaintiff to that was funded by Skolnik's friends at the Google Corporation and involved Skolnik's wife as director and friends, filming hardships of children of incarcerated parents.

91. Additionally, on April 5, 2016, and repeatedly prior to April 2016, the Plaintiff was seeking to follow up and/or meet with Skolnik regarding Plaintiff's charity in funding crisis as well as Skolnik's agreement and partnership with Plaintiff regarding the Black Santa Project.

92. On May 13, 2016, Defendant Skolnik finally confirmed meeting with the Plaintiff. However, unbeknownst to Plaintiff the May 13, 2016 meeting was set, staged and confirmed, only after the fact of a very cunning execution of the defendants' acts to steal the Black Santa Project.

93. On May 13, 2016, the Plaintiff was driven in a wheelchair accessible minivan to meet with Defendant Skolnik in downtown Brooklyn, NY. Plaintiff's driver got confused in traffic and Skolnik instructed Plaintiff and his driver to use Google maps. At approximately 1:50 pm Defendant Skolnik and his wife were present when Plaintiff arrived outside at the front entrance of Skolnik's Brooklyn office. At the time, Skolnik kissed his wife goodbye and she left.

94. Thereafter, at approximately 2:00 p.m. on May 13, 2016, Plaintiff met with Skolnik at an address provided by the Defendant as the offices of 594 Dean Street, in furtherance of the consistently established agreement, and discussions of Plaintiff's Black Santa Project, its concept, confidential business information and business models. Skolnik again reassured Plaintiff that the partnership to do the Black Santa Project was valid and confidential.

95. However, on information and belief Skolnik knew his statements of reassurance described in the preceding paragraph were false.

96. In fact, on May 13, 2016, Skolnik at approximately 2:20 p.m., displayed tremendous level of what Plaintiff now knows was fake excitement, when Skolnik spun around in his chair, reached over to his computer inside his office and stated to the plaintiff: "Let me checkout this Black Santa company thing," and he Google Black Santa Company on two apple

PC computers sitting together on his office desk. Skolnik stated; "You are right, there's no Black Santa Companies and no real Black Santa products out there, this is a home run buddy, and you and I are going to make a killing in sales on Black Santa." Upon information and belief, Defendant Skolnik knew his promise was fraudulent, at the time he made the agreement, and Skolnik intended to deceive and did deceive Plaintiff into believing that Skolnik was acting in a fiduciary capacity as Plaintiff's partner.

97. On May 13, 2016, Defendant Skolnik stated to Plaintiff: "But wait, we must first change the company name to like "The Black Santa Company," and that Skolnik as a partner insisted that he and Plaintiff create a Black Santa Company business gofundme.com page, so that Skolnik could send the link out on social media to his and Simmons's celebrity friends.

98. Defendant Skolnik further assured the Plaintiff on May 13, 2016, that Skolnik had previously raised hundreds of thousands of dollars on gofundme.com and promised he would do the same for Plaintiff's charity and expand the supporting business. Among other things, Skolnik convincingly communicated to Plaintiff his immediate access and direct contact with actress Gabrielle Union and Hill Harper as supporters of the Plaintiff's Black Santa Project.

***O. Theft, Deception, Verbal Insult and Trickery inflicted upon the Plaintiff***

99. Upon information and belief, on May 13, 2016, during the Plaintiff meeting, Defendant Skolnik questioned the Plaintiff for the first time, in a very cocky arrogant fashion, stating: "So what are you doing to make a living? You know, how you eating?" Upon information and belief, this phrase, "how you eating", is commonly used as a pejorative in the ghetto and in communities of color. And as Defendant Skolnik continued to press forward inquiring into the Plaintiff's finances, however, the Plaintiff felt like he was under interrogation and financial scrutiny by Defendant Skolnik, but did not realize that Skolnik was no longer



acting as his partner.

100. Plaintiff later discovered upon research after being victimized by defendants that, on information and belief, toward the middle to end of March 2016, in furtherance of the acts to steal the Plaintiff's Black Santa Project, Defendant Skolnik also communicated and boasted about frequent traveling trips to Los Angeles, visiting Simmons's Los Angeles estate. Amongst other things happening during those trips, however, one of the trips occurred specifically during the weekend of Friday, March 25, 2016 Saturday March 26, 2016, and/or Sunday March 27, 2016. In what Plaintiff now can see was no coincidence, very near the time that defendant Skolnik was in Los Angeles, defendant Baron Davis was in Los Angeles incorporating the defendant Black Santa Company. On information and belief, this incorporation was done by defendant Davis assisted by defendant Skolnik, although Skolnik's critical behind the scene role was hidden from Plaintiff.

101. On information and belief, defendant Skolnik scheduled and agreed to the May 13, 2016, meeting to keep deceiving Plaintiff and to cover up and to hide the theft of Plaintiff's Black Santa Project idea, its designs, concepts, confidential business information and business model,

102. On information and belief, prior to the May 13, 2016 meeting, as well as Skolnik's fake office performance at 594 Dean Street, Defendants were in heavy and deep pursuit of stealing Plaintiff's Black Santa Project idea, its designs, concepts, confidential business information and business models. Accordingly, on information and belief, defendant Skolnik knew his representations to Plaintiff at that meeting were false.

***P. Skolnik Previously Cited for Patterns of Misconduct and Hijacking Issues impacting Communities of Color***

103. Upon information and belief, unbeknownst to Plaintiff at the time, and revealed

only later during Plaintiff's research, Defendant Michael Skolnik had previously been criticized by Journalist Ruthie DiTucci, President at [www.SyndicatedNews.net](http://www.SyndicatedNews.net). According to DiTucci, Skolnik engaged in continuous reckless behavior and aggressively abused authority while in his position working with Russell Simmons. Skolnik also utilized his close ties to Simmons to take advantage of the Plaintiff's Black Santa Project, its concepts, designs, confidential business information and business models. Defendant Skolnik had a pattern of hijacking projects relating to the empowerment of the black community, and this was part of that pattern. Defendant Skolnik often aggressively used his celebrity connections to do so. *(See Exhibit, M dated August 20, 2014 from [www.SyndicatedNews.net](http://www.SyndicatedNews.net), where Skolnik's continuous pattern of reckless behavior working for Russell Simmons and his aggressive abuse of that authority were documented.)*

104. On information and belief, Defendant Skolnik, unbeknownst at the time to Plaintiff, had displayed aggressive behavior, jumping at the forefront to take over, lead and champion issues and movements directly affecting and impacting communities of color. This made the Plaintiff's Black Santa Project, its concepts, designs, confidential business information and business models of huge interest to Skolnik.

105. Unbeknownst to Plaintiff at the time, upon information and belief, Defendant Skolnik had a pattern and serious obsession with forcing himself into issues impacting people of color, under a mechanism that appeared to advocate for issues affecting communities of color; however Skolnik's participation was not based solely on goodwill from an advocacy agenda as he represented to Plaintiff, but rather on hidden financial goals for defendant Skolnik's benefit.

106. On July 14, 2016, Defendant Skolnik finally communicated to Plaintiff that he would like to start the Plaintiff's Black Santa Project in September 2016. Plaintiff was excited

that Skolnik was ready to start the Black Santa Project. (*See Exhibit N, dated July 14, 2016 SKOLNIK communicated that he would like to start the Plaintiff's Black Santa project in September, 2016.*)

107. Soon after the July 14, 2016 notice described above, on July 16, 2016, plaintiff attended Simmons's annual *Art for Life* celebrity charity event in the Hamptons. Since Simmons was already aware of the plaintiff's Black Santa Project, upon arrival, plaintiff had brought along an event gift bag donation of 500 professionally designed promotional Black Santa post cards designed to uplift and inspire people of color and Latino descent, which was something that Mr. Simmons allegedly strongly stood for. (*See Exhibit O – Terrence Stevens, Black Santa professionally designed post card.*)

108. During the July 16, 2016 celebrity charity event, after Plaintiff proffered the gift bag described in the preceding paragraph, an Executive Director and top senior staff member of Simmons advised the Plaintiff that "we need Mr. Simmons's approval on this, hold on one minute." She returned and nodded her head no, indicating that Simmons did not approve of the Black Santa post cards to be placed inside the holiday gift bag, as a complimentary donation, which would have been of benefit to the Black Santa Project. *See Exhibit P*

109. At the time, Plaintiff could not understand for the life of him, why Simmons had refused to allow such a very elegant, empowering and inspiring Black Santa post card to be placed in the gift bag, when there were other donated promotional inside the gift bags. On information and belief, the refusal was motivated by knowledge of defendant Skolnik's theft of the Black Santa Project idea.

***Q. Plaintiff's Black Santa Product Mysteriously Confiscated at Russell Simmons East Hampton Celebrity Event***

110. On July 16, 2016 since the Black Santa post card request was denied, Plaintiff returned to the gift bag packing tent area to retrieve the Black Santa post cards. However, when the Plaintiff requested the Black Santa post cards be returned, the Black Santa post cards had vanished and disappeared.

111. Plaintiff was approached by a very nice African American event volunteer on July 16, 2016 at that event. She informed Plaintiff that she was sorry, but that no one seemed to know where the Black Santa post cards were, and Plaintiff would be contacted sometime after the event when the Black Santa post cards were located. However, the Black Santa post cards were never returned to the Plaintiff.

112. During the July 16, 2016 event, and Black Santa product confiscation, equally strange, Simmons acted anti-socially toward the disabled Plaintiff for the first time, avoiding eye contact when Plaintiff finally had the chance to get in close range of Simmons, and in spite of Simmons knowing that Plaintiff had the Black Santa Business Project; he didn't give any reasoning why he had denied the Plaintiff's Black Santa post card request. On information and belief, this behavior was motivated by knowledge of his employee's (defendant Skolnik's) theft of the Black Santa Project idea.

113. Upon information and belief, by July 2016, Defendant Skolnik successfully influenced Russell Simmons to turn a blind eye to the best interests of Plaintiff's Black Santa Project, and to instead support Defendant Skolnik's and Defendant Baron Davis's acts to violate the agreement with Plaintiff and allow Skolnik to take advantage of Plaintiff and swindle him out of the Black Santa Project, solely for the Defendants to profit.

114. Plaintiff did follow up with the top staff member, about the mysterious disappearance of the Black Santa post cards, but never received any satisfaction or explanation.

Plaintiff's Black Santa products quickly vanish. *See Exhibit Q – (follow up with senior staff member, about the disappearance of Black Santa post cards.)*

***R. Illegal Unauthorized Use of Plaintiff's Black Santa Movie Concept***

115. Upon information and belief, several months prior to and during Simmons' July 16, 2016 *Art for Life* East Hampton event, Defendants Skolnik and Davis were in the midst of executing a portion of the Plaintiff's Black Santa project, by giving the Plaintiff's stolen Black Santa movie pitch in Los Angeles, CA to various Hollywood movie executives, producers, agents and servants, including defendants gathering private movie investors to benefit from the stolen idea.

116. Upon information and belief, defendants' movie pitch was direct result of Plaintiff's Black Santa Project idea, its concepts, models and six-pronged business plan previously shared, discussed and reviewed by Defendant Skolnik after Skolnik wrongfully convinced Plaintiff that he, Skolnik, was acting in Plaintiff's best interests as Plaintiff's partner.

117. Upon information and belief, in or around April 2016 through July 2016, in Los Angeles, CA, the Defendants pitched the stolen Black Santa movie idea for the silver screen with Black Santa as the main character to various movie executives, actors, producers, and agents. In addition, a full Black Santa movie budget and profit analysis was conducted and approved under Defendants No Label imprint. Further, in or around April 2016 through August 2016, in Los Angeles, CA, the Defendants made statements intended to deceive stakeholders and their supporters into thinking that the Black Santa Project, its concepts, confidential business information and business model were solely Defendant Davis's idea; specifically during a meeting with a Wayans brother and a meeting with Percy Miller, aka Master P, who stated to take the project and run, while in Los Angeles, CA, regarding the stolen Black Santa Project.

118. Upon information and belief, by August 2016 Defendant Davis and defendant BDE successfully inked the stolen Black Santa movie production deal, under BDE's *No Label Productions*, with Issa Rae, Amy Beth Pascal and Pascal Pictures imprint, with distribution by Sony Pictures. This Hollywood production deal was all made possible as a direct result of the violation of agreements with Plaintiff, and the theft of plaintiff's Black Santa Project, effectively swindling the Plaintiff, and consequently Plaintiff's charity, out of the profits from the wrongfully disclosed Black Santa Project.

119. On September 18, 2016, in furtherance of the agreement between Plaintiff and Skolnik, the Plaintiff told defendant Skolnik that a rough first draft of the GoFundMe platform was completed, but that the Plaintiff did not go live and did not put banking info, without additional information from Skolnik. In particular, the Plaintiff advised Skolnik that he needed to enter banking information, and asked Defendant Skolnik when he and the Plaintiff would be able to talk. In addition, in September 2016 in reliance on Skolnik's repeated agreements to partner, Plaintiff communicated to Defendant Skolnik, "Let's change the face of Christmas for all people of color in the nation."

120. On September 22, 2016, Defendant Skolnik responded to Plaintiff's communications described in the preceding paragraph, stating: "Go Live." In addition, in September 2016, Defendant Skolnik further communicated with the Plaintiff, stating: "Let's Go." *See Exhibit R*

121. Defendant Skolnik's communication in July 14, 2016 had overjoyed and excited the Plaintiff who after 48-plus hard-working months on Plaintiff's Black Santa Project idea, sending and communicating relevant and confidential Black Santa Business, thought that Defendant Skolnik was ready to finally take action on the established agreement and to move

forward with Plaintiff's Black Santa Project. In September 2016 Plaintiff believed that the Plaintiff's Black Santa Project would finally provide the much needed support for Plaintiff's [www.inarmsreach.net](http://www.inarmsreach.net) charity foundation that services children of incarcerated parents.

122. By late September 2016, it was deadline time for Defendant Skolnik to fulfill his obligations as partner with Plaintiff and for the Plaintiff's Black Santa Projects long-awaited big Business opportunity. Plaintiff had worked hard to develop the Black Santa Project, its business model and concept, and had poured all of his life savings into the business. Plaintiff was equally excited about building momentum to pitch the Black Santa movie project.

123. On October 20<sup>TH</sup>, 2016, Defendant Skolnik stunned and shocked Plaintiff by revealing to Plaintiff for the first time ever, the disclosure of the Plaintiff's confidential Black Santa Project to Defendant Davis, when Skolnik communicated to the Plaintiff that he and the plaintiff should talk regarding Defendant Skolnik's communications with Defendant Davis about Plaintiff's Black Santa Project.

124. The October 20<sup>TH</sup>, 2016 communication from Skolnik occurred in the 11<sup>th</sup> hour of the Plaintiff's plans for the Black Santa Project, and came at the time when Skolnik was due to fulfill part of his agreement to partner with the Plaintiff. *(See Exhibit S - dated October 2016 communication from SKOLNIK revealing him working with Defendant Baron Davis on the Black Santa Project.)*

125. On October 20<sup>TH</sup>, 2016 Defendant Skolnik referred Plaintiff to a directly competitive link, [www.blacksanta.com](http://www.blacksanta.com) and requested that the Plaintiff and Skolnik needed to talk. Plaintiff responded to Skolnik's request to talk by stating: "I'm available to talk, when is best for you?" The defendants' launch of [www.blacksanta.com](http://www.blacksanta.com) usurped Plaintiff's valuable business opportunity. After Defendants [www.blacksanta.com](http://www.blacksanta.com) Company launch, Defendant

Skolnik was never heard from again by the Plaintiff.

***S. Defendants' Alibi to Hide Theft and Victimization of the Plaintiff***

126. In September 2016 through December 2017, Defendant Baron Davis concocted and disseminated through the media and to the public a ridiculous Halloween alibi to hide the true victimization of Plaintiff and the theft of the Black Santa Project, its ideas, designs, concepts, confidential business information and business models. Upon information and belief, in spite of their knowing that the Black Santa Business Project idea, its concept and business model had been stolen from the Plaintiff, defendants Davis, his agents and servants attempted to disguise their theft, by way of alleging the Black Santa Project as being created and originated in Los Angeles, CA, by Defendant Davis, after supposedly discovering a Black Santa suit in the back of his closet for a Halloween party, when defendants knew the Black Santa Business Project was stolen from the Plaintiff in New York City.

127. Defendant Baron Davis utilized his celebrity to spread the false story of his coming up with the concept for a Black Santa company by staging a myriad of speaking presentations to the public, in television, radio and on-line interviews. In September 2016 through December 2017, defendant Baron Davis began networking business opportunities for the stolen Black Santa Project during the same time as Davis' contract signing with Rapper Ice Cube, for the newly publicized BIG 3, 3-on-3 basketball league which Davis joined as team's newest co-captain. While Defendant Baron Davis ostensibly utilized his celebrity to promote good, Defendants were robbing and victimizing Plaintiff.

128. Upon information and belief, Baron Davis spread his staged cover-up story to professional media hosts, television professionals, radio personalities, his inside connected friend(s) at TMZ staff. Other victimized networks misled were inside the NBA on TNT, Power



105. FM- the Breakfast Club, Robert Jadon, co-founder of Startup UCLA and Director of UCLA's Summer Accelerator event in October 2017, including the UCLA students in attendance that event amongst others. The ridiculous story was used as platform to cover-up the theft of Plaintiff's Black Santa Project in spite of Defendants knowing that the Black Santa Project idea, its designs, concepts and unique six-pronged business model originated in NYC by Plaintiff. Defendant Davis attempted to further disguise the theft, when, on information and belief, Defendant Davis knew the concept was not invented by Davis after finding a suit in the back of his closet but that it was stolen from Plaintiff in New York City by defendant Skolnik. (*See Exhibit T dated December 15th, 2016*).

129. The company launch by Defendants swindled the Plaintiff out of his Black Santa Project. It usurped the Plaintiff's valuable business opportunity less than one month after Defendant Skolnik confirmed to the Plaintiff in writing that Skolnik would start the Plaintiff's Black Santa Business Project.

130. On October 20, 2016, Plaintiff checked Defendant Davis Black Santa Company web site link revealed by Defendant Skolnik and realized that Plaintiff was victimized. Defendants' Black Santa Company web site, its concept and business model were materially identical to Plaintiff's Black Santa Project, its business model and more specifically Plaintiff's 6-pronged concept. Whereas, the Defendants Black Santa Business Company Project entailed the following:

- a. Defendants stole Plaintiff's unique Black Santa Business Project idea, its model and its 6 pronged customized concept, including its online Black Santa retail products digital Superstore
- b. Defendants stealing Plaintiff's Black Santa Clothing product concept

- c. Defendants stealing Plaintiff' Black Santa connection to Music Industry concept,
- d. Defendants stealing Plaintiff' Black Santa Business connection to support Charity concept.
- e. Defendants stealing Plaintiff's unique Animated Black Santa TV characters concept and
- f. Defendants stealing Plaintiff's unique Black Santa Business Project idea, model and 6 pronged customized concept, including stealing the Plaintiff's concept to bridge Black Santa Movie Production concept.

131. Upon Plaintiff shocking and devastating discovery in October, 2016 of how he had been victimized, Plaintiff was devastated, numb, at a loss of words and in total shock. Plaintiff went into a deep emotional state of depression, mental confusion – including loss of sleep, loss of appetite, fatigue, anxiety, emotional distress, and increased aggravation of Plaintiff Muscular Dystrophy illness, his health, care and welfare. Such followed with feelings of vulnerability, victimization, low self-esteem, coupled with poor and low self-worth.

132. Given Plaintiff's health situation, which was well-known to Defendant Skolnik, Plaintiff's depression and other symptoms described in the preceding paragraph were entirely foreseeable to Defendant.

133. Defendants' use of the Plaintiff's Black Santa Project ideas, its designs, model, concept and proprietary business plans allowed the defendants' 2016 [www.blacksantacompany](http://www.blacksantacompany) and the Black Santa Company, LLC to come to market, thereby obtaining press coverage, celebrity ties, and members and customers that would have otherwise benefited the Plaintiff.

134. Defendant Baron Davis' market advantage, directly and proximately resulting from Defendant Skolnik's breach of fiduciary duty, breach of contract, misappropriation of

goods, fraud, unjust enrichment, intentional interference with prospective business advantage, breach of duty of good faith and fair dealings, and common law fraud, usurped the Plaintiff potential market share and related business opportunity.

135. On information and belief, Defendant Davis knew that the Black Santa Project and its confidential business information had been stolen by Defendant Skolnik from Plaintiff. Baron Davis' promulgation of his ridiculous story about the Halloween costume also shows that Defendant Davis knew the information had come to him in an illicit fashion.

***T. Trickery and Deception of Plaintiff, the Public and the Court***

136. In 2018 Plaintiff confidentially circulated summary of this action to a variety of attorneys in an effort to secure an attorney. Upon information and belief, Plaintiff's complaint was leaked and Defendants found out that Plaintiff would take action. As a result, in 2018 Defendants executed a pattern of cover-ups to hide guilt and millions from Black Santa project. Defendant Skolnik raced to his social media pages, venting, deleting and wiping clean relevant Black Santa evidence to hide Black Santa ties, its stolen concept and business plan. In 2018, as part of the cover-up, Defendants funneled increased charity giving through Soze, Davis arrogantly making up a project called "U-wish" trying to overshadow Defendants' wrong-doing, and switching over to Fuse Media TV to hide the conceptually stolen animated and socially relevant content geared for the younger audience initially intended for Black Santa Company. Further efforts aimed at frustrating Plaintiff's recovery in this action included switching Black Santa LLC from a Los Angeles corporation (as filed in 2016 in Los Angeles, CA) to a Delaware corporation, getting rid of records of 2016 and 2017 Black Santa profits, proceeds, bank accounts, bank records, client invoices, and closing down numerous 2016 and 2017 LLC's and trademarks. Other cover-up acts to deceive Plaintiff, the Public and the Court included but were

not limited to hiring attorneys to find ways to hide transactions, fraudulently downsizing, the 2016 and 2017 Black Santa Company customer base, closing down the 2016 and 2017 Black Santa website to remove product, intentionally decreasing sales, revamping the Black Santa web site to track and screen viewers, and mandating the public to use a secret password issued by Defendants to view the Black Santa site, failing to complete an already Hollywood approved and inked Black Santa movie deal with Pascal Pictures, and a myriad of other acts in a concerted effort to camouflage their guilt and combat the forthcoming filings of this action.

137. During November and December, 2016 in New York City various potential celebrity clients declined to do business with Plaintiff, indicating to Plaintiff they were already doing identical business with Defendant Davis' company. In particular, music producers, artists and Television reality star resulting in substantial business interference, loss of customers, harm, injury and damages to Plaintiff and Plaintiff's property rights.

**FIRST CLAIM FOR RELIEF**  
**Misappropriation of Trade Secrets**

**138. Plaintiff Repeats and Re-Alleges each Factual Allegation Set Forth in this Complaint**

135. Plaintiff expended significant effort, time and money to develop the Black Santa Project, the development of which was especially difficult due to Plaintiff's medical condition.

139. Plaintiff took steps to maintain the secrecy of the Black Santa Project, its designs, concepts, business model, confidential business information and procedures.

140. Plaintiff's Black Santa Project was in whole or in part a trade secret belonging to Plaintiff.

141. Plaintiff's Black Santa Project was valuable to Plaintiff and to Defendants, and has independent economic value and gives a competitive advantage to the party that employs it.

142. Plaintiff's Black Santa Project, its designs, concepts and unique business model, were not previously duplicated by others.

143. Plaintiff's Black Santa Project was acquired by Defendants through improper means and/or from someone who Defendants knew or should have known had acquired it by improper means.

144. The misappropriation of the Black Santa Project harmed Plaintiff in an amount to be determined at trial, but in excess of \$53 million.

**SECOND CLAIM FOR RELIEF**  
**Breach of Contract**

**145. Plaintiff Repeats and Re-Alleges each Factual Allegation Set Forth in this Complaint**

146. An implied contract existed between Defendant Skolnick and Plaintiff to jointly develop the Black Santa Project.

147. Defendant SKOLNIK's actions as described in this complaint constitute a past, present and continuing material breach of contract, for some of which there is no adequate remedy at law.

148. The actions of Defendants described in this complaint have at all times relevant to this action been willful and/or knowing.

149. As a direct and proximate result of the actions of Defendants alleged in this complaint, the Plaintiff has been and is being irreparably injured and has also suffered monetary damages in an amount to be determined at trial, but in excess of \$53 million.

**THIRD CLAIM FOR RELIEF**  
**Breach of Implied Covenant of Good Faith and Fair Dealings**

**150. Plaintiff Repeats and Re-alleges each Factual Allegation Set Forth in this Complaint**

151. The agreement between Defendant Skolnick and Plaintiff concerning the Black Santa

Project, its designs, concepts and business model, contains an implied covenant of good faith and fair dealing under law.

152. Defendant Davis was aware of the agreement between Plaintiff and Defendant Skolnik. Defendant Davis assisted defendant Skolnik in his actions to breach the implied covenant of good faith and fair dealing.

153. Defendants breached the covenant of good faith and fair dealing by the actions described in this complaint.

154. The actions of Defendant Davis and Skolnik described in this complaint have at all times relevant to this action been willful and/or knowing.

155. As a direct and proximate result of the actions of Defendants alleged in this complaint, the Plaintiff has been irreparably injured and has suffered monetary damages in an amount to be determined at trial, but in excess of 53 million dollars.

**FOURTH CLAIM FOR RELIEF**  
**Breach of Fiduciary Duty**

156. **Plaintiff Repeats and Re-Alleges each Factual Allegation Set Forth in this Complaint**

157. Defendant Skolnik held himself out to Plaintiff as Plaintiff's partner in connection with the Black Santa Project.

158. As a partner with Plaintiff in connection with the Black Santa Project, Defendant Skolnik had a fiduciary duty to Plaintiff, and had a fiduciary duty to act in the best interests of Plaintiff in connection with the Black Santa project.

159. Plaintiff reposed, and Defendant SKOLNIK knowingly sought and accepted, Plaintiff's trust and confidence regarding the Black Santa Project.

160. Plaintiff reasonably relied on Defendant SKOLNIK to act in the best interests of the

Plaintiff and Plaintiff's Black Santa Project.

161. Defendant Skolnik's actions constituted a breach of fiduciary duty.

162. Defendants Skolnik and Davis had full actual knowledge of Plaintiff's misplaced reliance on Defendant Skolnik's fiduciary duty, and Defendants Skolnik and Davis manipulated that reliance for their personal gain and the gain of all of the Defendants.

163. Defendants knew or should have known that Defendant Skolnik's actions were a breach of Defendant Skolnik's fiduciary duty to plaintiff in connection with the Black Santa Project.

164. The actions of Defendants described in this complaint have at all times relevant to this action, been willful and or knowing.

165. As a direct and proximate result of the actions of Defendants alleged in this complaint, the Plaintiff has been irreparably injured and has suffered monetary damages in the amount to be determined at trial, but in excess of \$53 million dollars.

**FIFTH CLAIM FOR RELIEF**  
**Unjust Enrichment**

166. **Plaintiff Repeats and Re-alleges each Allegation Set Forth in this Complaint**

167. As a result of Defendants' actions described in this complaint, Defendants have been enriched at the expense of Plaintiff, including Defendants' unauthorized use of Defendants' stolen Black Santa Movie concept and its Hollywood approved budget deal.

168. As a result of Defendants' actions described in this complaint, Plaintiff been deprived of valuable benefits.

169. Defendants cannot establish any justification for their unjust enrichment at the expense of Plaintiff.

170. The actions of Defendants described in this complaint have at all times relevant to this action, been willful and or knowing.

171. It is against equity and good conscience to allow Defendants to retain the sole benefits of the Black Santa Project.

172. As a direct and proximate result of the actions of Defendants alleged in this complaint, the Plaintiff has been irreparably injured and has suffered monetary damages in an amount to be determined at trial, but in excess of \$53 million dollars.

**SIXTH CLAIM FOR RELIEF**  
**Intentional Interference with Prospective Contractual and Advantageous Business Relations**

173. **Plaintiff Repeats and Re-alleges each Allegation Set Forth in this Complaint**

174. Defendants' actions have purposely and wrongfully caused celebrities and other customers to refrain from entering into business with Plaintiff's Black Santa Business Project, and have usurped such business opportunities, including Defendants' unauthorized use of the stolen Black Santa Movie concept and its approved Hollywood budget deal.

175. The actions of Defendants described in this complaint have at all times relevant to this action, been willful and/or knowing.

176. As a direct and proximate result of the actions of Defendants alleged in this complaint, the Plaintiff has been irreparably injured and has suffered monetary damages in an amount to be determined at trial but in excess of the amount of \$53 million dollars.

**SEVENTH CLAIM FOR RELIEF**  
**Fraud against Defendant Skolnik**

177. **Plaintiff Repeats and Re-Alleges each Allegation Set Forth in this Complaint**

178. Defendant Skolnik knowingly made false statements of agreement verbally and in writing when he stated that he was engaging in business with Plaintiff as Plaintiff's partner in connection with the Black Santa Project, and before that when he agreed to do business as Plaintiff's partner regarding the Black Santa Project, its designs, concepts, confidential information and business



model, when Skolnik was not doing business as Plaintiff's partner and did not in fact intend to do business or partner with the Plaintiff on the Black Santa Project.

179. Defendant Skolnik knowingly made a false statement of intention when he agreed to a September 2016 business start date for the Plaintiff's Black Santa Project in July 2016.

180. Defendant Skolnik also knowingly made false statements of agreement in September 2016, when he instructed Plaintiff to "Go live" with the Plaintiff's Black Santa Business GoFundMe page and stated that he (Defendant Skolnik) would help support the Plaintiff's Black Santa Project's GoFundMe page.

181. The statements made by Defendant Skolnik in the preceding paragraphs were intended to and did deceive Plaintiff.

182. The statements made by Defendant Skolnik in the preceding paragraphs were materially false.

183. Plaintiff reasonably relied on Defendant Skolnik's materially false and misleading statements.

184. Plaintiff was harmed by the actions described above and in this count in an amount to be determined at trial but in excess of \$53 million.

**EIGHTH CLAIM FOR RELIEF**  
**Negligence against Defendant Skolnik**

185. **Plaintiff Repeats and Re-Alleges each Factual Allegation Set Forth in this Complaint**

186. Defendant Skolnik held himself out to be Plaintiff's partner, and agreed to act and represented to Plaintiff that he was acting, as Plaintiff's partner in connection with the Black Santa Project.

187. Defendant Skolnik had a duty as Plaintiff's partner to act to protect Plaintiff's interests in

connection with the Black Santa Project.

188. Defendant Skolnik knew or should have known that his duties to Plaintiff included keeping the Black Santa Project confidential and to protect Plaintiff's confidential information.

189. Defendant Skolnik violated the duty to keep the Black Santa Project and related information confidential by sharing that information with persons and organizations in a fashion that allowed parties to use that information in a manner that deprived Plaintiff of the ability to act first on the Black Santa Project and related business plans.

190. Plaintiff was harmed by the actions described above and in this count in an amount to be determined at trial but in excess of \$53 million.

#### **NINTH CLAIM FOR RELIEF**

#### **Tortious Interference with Prospective Business Relationships against Defendant Davis**

#### **191. Plaintiff Repeats and Re-Alleges each Allegation Set Forth in this Complaint**

192. Defendant Davis learned of the Black Santa Project and that it was Plaintiff's idea, design, business concepts and confidential information, from Defendant Skolnik.

193. Defendant DAVIS knowingly and intentionally made materially false statements when DAVIS repeatedly stated in interviews and on various other occasions the Black Santa Company business model, its concept and idea originated from a Halloween Party Davis attended when he dressed up like Black Santa.

194. Defendant DAVIS knowingly and intentionally staged false statements to media outlets and to the public when he stated to Marc J. Spears and ESPN on December 5, 2016, DJ Envy, Angela Yee, Charlemagne Tha God and Power 105.1 on December 22, 2017, and on various other occasions that the Black Santa Company business project was his (Defendant Davis') idea and that he (Defendant Davis) thought it up in connection with a Halloween Party. Defendant Davis falsely stated, *inter alia*, that he came up with the idea for the Black Santa Project when he

didn't have anything to wear for the Halloween party, but then found a Black Santa custom laying way inside the back of his bedroom closet.

195. Defendant Davis knowingly and intentionally made false statements when he, and/or his agents scheduled meetings in Los Angeles, and made statements intended to deceive stakeholders and their supporters into thinking that the Black Santa Project and its designs, concepts, confidential business information and business model and concept were Defendant Davis's idea; specifically at a meeting with a Wayans brother and Percy Miller, aka Master P, in Los Angeles, CA, regarding the stolen Black Santa Project.

196. Defendant Davis made false statements with the intent to induce stakeholders, their supporters, media outlets, the public and Plaintiff to act in reliance on the statement. Media outlets, stakeholders and their supporters, the public and plaintiff reasonably relied on DAVIS' statements, as set forth in this complaint.

197. The statements made by Defendant Davis in the preceding paragraphs were intended to and did deceive Plaintiff and business investors and the public.

198. The statements made by Defendant Davis in the preceding paragraphs were materially false.

199. The statements made by Defendant Davis in the preceding paragraphs were intended to and did deprive Plaintiff of the ability to make business deals needed to complete the Black Santa Project.

200. Plaintiff was harmed by the actions described above and in this count in an amount to be determined at trial but in excess of \$53 million dollars.

#### **REQUEST FOR RELIEF**

Wherefore, Plaintiff requests that this Court enter judgment in its favor on each and every

claim for relief set forth in this complaint, and award its relief, and whatever other relief, on behalf of the Plaintiff, this honorable Court deems just and proper, including but not limited to the following:

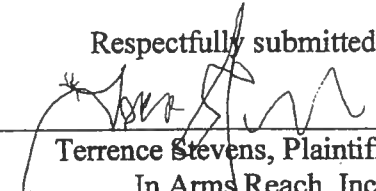
1. An injunction enjoining Defendants and their employees, agents, partners, officers, directors, owners, shareholders, principals, subsidiaries, related companies, affiliates, distributors, dealers, and all persons in active concert or participation with any of them: from operating the Black Santa Company, LLC, its website, or any variation, of that website or any of its products/characters, under a different domain name such as Defendants newly created Black Santa U-Wish company and/or any other Company under a different name by Defendants; from using the stolen Black Santa Business Project, its designs, confidential business information, business model, concepts and its confidential six pronged business components.
2. An order holding Defendants jointly and severally liable for breach of contract, misappropriation of trade secrets, breach of fiduciary duty, unjust enrichment, intentional interference with prospective business advantages, breach of duty of good faith and fair dealing, and fraud and directing Defendant to pay Plaintiff damages including, but not limited to direct, consequential, indirect, compensatory and punitive damages, in an amount to be determined at trial but in excess of \$53 million;
3. An order directing Defendants to pay Plaintiff, Defendants profits associated with Defendant SKOLNIK breach of contract, breach of duty of good faith and fair dealing and DAVIS fraud and Defendant misappropriation of trade secrets breach

of fiduciary duty, unjust enrichment, and intentional interference with prospective business relations;

- 4. An order directing Defendants to pay Plaintiff's attorney's fees and costs associated with this action; and any other relief as the court may deem just and appropriate.

**Dated: September 20, 2019**

Respectfully submitted,

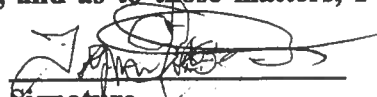
  
 Terrence Stevens, Plaintiff  
 In Arms Reach, Inc.  
 160 Convent Ave. Harris Bldg.  
 New York, NY 10031  
 Email: [ts@inarmsreach.net](mailto:ts@inarmsreach.net)

**VERIFICATION**

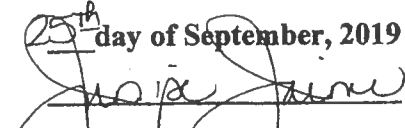
**Terrence Stevens being duly sworn deposes and says:**

**I am the plaintiff in the above-entitled action. I have read the foregoing Complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe then to be true.**

**State of New York  
 County of New York**

  
 Signature  
Terrence Stevens  
 Terrence Stevens

Sworn to before me this  
25<sup>th</sup> day of September, 2019.

  
 Notary Public

**JUNISE JAIME**  
 Notary Public, State of New York  
 No. 04JA6326007  
 Qualified in New York County  
 Commission Expires May 18, 2023

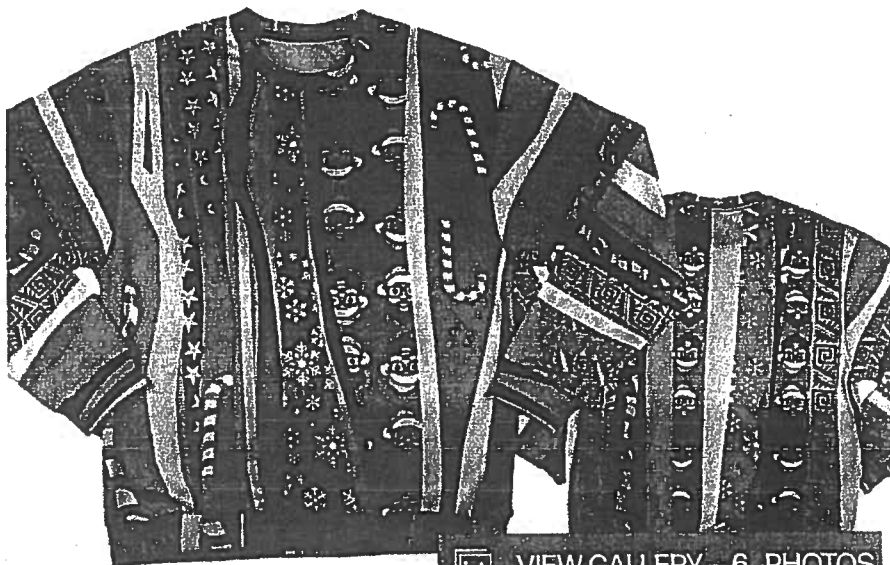
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MEN'S / MENS SPORTSWEAR

# Baron Davis Launches The Black Santa Company


The former NBA player is creating a brand based on a black Santa Claus.

By [Aria Hughes](#) on December 15, 2016



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Four years ago Baron Davis reluctantly wore a Santa Claus suit to a Halloween party.

WWD

## RUNWAY SHOW COVERAGE

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“I remember I didn’t want to go the party because I didn’t want to be Santa Claus,” said Davis. “But the whole night turned into magic. And people would sit on my lap and ask me for things like a new Ferrari or another Lakers championship.”

This led to the former NBA player trademarking Black Santa and launching the Black Santa Company, a brand that offers apparel and other merchandise centered around the Black Santa character, who resembles Davis but is not him.

“I told my business partner, ‘Imagine how great it would be to actually introduce a black Santa to the African-American audience,’” said Davis. “I know my mom, her friends and my grandmother would always search for figurines that reflected us because they wanted us to grow up feeling that same sense of worth.”

ADVERTISING



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inRead invented by Teads

Davis has created a collection of unisex apparel — T-shirts, hoodies, onesies, ugly Christmas sweaters and hats — covered in Black Santa graphics along with gift wrapping paper, ornaments and lapel pins. The collection, retails from \$12 for an



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Nina Ricci RTW Spring 2020

COLLECTIONS

the Ugly Santa sweater is priced at \$80, and a limited-edition logo hoodie retails for \$50.

The collection is available on its e-commerce site and a kiosk at the Crenshaw Plaza in Baldwin Hills, Calif., but he has plans on holding retail pop-ups throughout the U.S.

According to Davis, Black Santa will be a character that exists all year round and collections will be seasonal. For example, in February he will release products based on African-American History month and introduce Mrs. Claus for Valentines Day. "She's never had a voice. She's been an undervalued person," said Davis who added that other characters in Santa's life will be introduced each quarter. These product drops will also include content initiatives and activations.

In 2012 while playing for the New York Knicks, Davis, a two-time NBA Championship winner, suffered a career-ending knee injury, but after rehabbing spent a short stint playing for the Philadelphia 76ers D-League team.

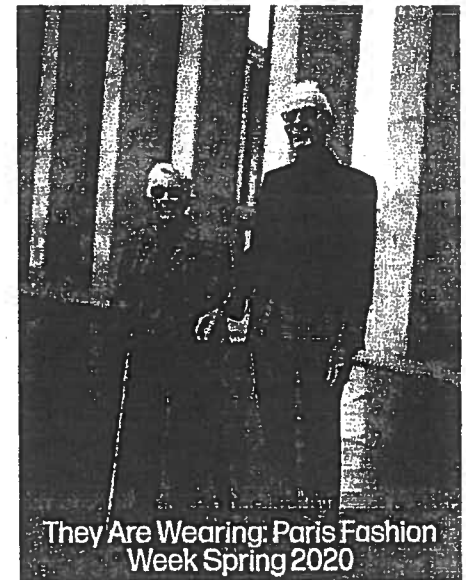
"Playing basketball is still something that's burning in the back of my body and brain, but at the same time this is really my new basketball because it's starting to fulfill the things I liked about playing for the NBA like being around a team, having fun, being creative and working hard. But I'm not completely ruling out a comeback."

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