

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MARIA L. RICHARD,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1:18-cv-06517
	)	
BOYCE WATKINS, and	)	Honorable Joan H. Lefkow
LAWRENCE WATKINS,	)	
	)	
Defendants.	)	

**SECOND AMENDED COMPLAINT**

Plaintiff, MARIA RICHARD, by and through her attorney, Jerry Boies of The Boies Law Firm, PLLC, brings this action against Defendants, BOYCE WATKINS and LAWRENCE WATKINS, (collectively “Defendants”) and alleges as follows:

**PARTIES**

1. Maria Richard (“Plaintiff”), formerly known as Maria Lloyd, is an individual and citizen of Alabama.
2. Boyce Watkins (“Defendant Boyce”) is an individual and citizen of Illinois.
3. Lawrence Watkins (“Defendant Lawrence”) is an individual and citizen of Illinois.

**JURISDICTION AND VENUE**

4. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens of different states, Alabama and Illinois.
5. Venue is proper pursuant to 28 U.S.C. §§ 1391(b)(1) because the Defendants reside within this judicial district, and pursuant to 28 U.S.C. §§ 1391(b)(2) because a substantial part of the events giving rise to Plaintiff’s claims occurred within this judicial district.

## FACTS

6. In 2012, Plaintiff worked as a freelance blogger for Your Black World Network LLC (the “Network”), a blog that curates mainstream news for African-Americans under the following domain: <http://yourblackworld.net>. The Network was owned by Defendant Boyce.

7. In or about August 2012, the Network sought to increase its revenue potential and needed someone to promote its advertising features to potential customers. At the suggestion of Defendant Boyce, Plaintiff became a full-time blogger, editor, copywriter, and sales manager for the Network and its e-commerce store.

8. In September 2012, Plaintiff also began managing Defendant Boyce’s career.

9. In March 2015, Plaintiff and Defendant Boyce flew to New York City for an interview with The Breakfast Club, an American syndicated radio show based in New York City. The interview sparked a surge of email and Facebook messages from listeners and viewers (the interview was also published on YouTube) seeking financial and entrepreneurship advice and training.

10. In April 2015, overwhelmed by the number of requests from listeners and viewers of The Breakfast Club interview, Plaintiff suggested that she and Defendant Boyce enter into a business venture to launch an online platform to teach individuals various disciplines, including, finance and entrepreneurship, *en masse*. Defendant Boyce liked Plaintiff’s idea and agreed to the business venture.

11. The online training that Plaintiff proposed was taught in 5-week cohorts, known as the “Black Wealth Bootcamp.” The first cohort of the Bootcamp commenced on July 18, 2015. Subsequent cohorts commenced on September 5, 2015, November 7, 2015, January 9, 2016, March 12, 2016, June 4, 2016, August 6, 2016, and November 5, 2016.

12. On February 16, 2016, The Black Wealth Bootcamp LLC (“Bootcamp LLC”), an Illinois limited liability company, was formed. Bootcamp LLC was a member-managed limited liability company. Plaintiff, Defendant Boyce, and Defendant Lawrence were the only members of Bootcamp LLC.

13. Bootcamp LLC’s members each held a one-third equity interest in the company, but the members agreed to divide the profits as follows: 72% to Defendant Boyce, 18% to Plaintiff, and 10% to Defendant Lawrence.

14. The members of Bootcamp LLC discussed creating a written operating agreement. A draft operating agreement was prepared, but a written operating agreement was never signed.

15. Plaintiff invested a considerable amount of her time in Bootcamp LLC. Her responsibilities included managing the online platforms, assisting with selling the online offerings, enrolling participants, resolving customer service issues, and creating the PowerPoint presentations for all the lectures presented by Defendant Boyce.

16. Bootcamp LLC was initially profitable. In October 2016, Defendant Lawrence wrote the following to Plaintiff and Defendant Boyce:

“From a bigger picture, let’s not act the bootcamp hasn’t been the best thing that has happened to all of us financially over the past year. No movies, speaking Engagements, talent agency projects, live events, new websites, or anything else even comes close to the amount of profit that can online courses bring. If we optimize this Cash cow, moderate estimates can put as at over a million in revenue and \$600k in profits. This means that Boyce would automatically be in the top 1% of all US earners, Maria around to 10% and me being in the top 40% for a part time job that allows us to travel the world. Do any of us really want to give this up over pretty squabbles, especially how hard we all know it is to recreate financial magic?”

17. Defendants had complete control over the financial books and records of Bootcamp LLC. Defendants failed to pay Plaintiff her share of the profits of Bootcamp LLC, despite her demands for payment.

18. In addition to Bootcamp LLC, Defendants created several other business ventures. In the fall of 2015, Defendants launched The Black Business School. Later, Defendant Boyce added The Black Wealth Bootcamp courses to the Black Business School platform.

19. In 2016, Plaintiff complained to Defendant Boyce about the confusion he was creating with his other, similarly-named business ventures, including, The Black Wealth Academy, The Black Wealth Calendar, and upcoming brands such as The Black Wealth Apparel and The Black Wealth Summit (collectively “Competing Ventures”).

20. Boyce acknowledged the confusion he was creating, yet he continued to launch online programs and in-person events that mirrored The Black Wealth Bootcamp in name and curriculum.

21. Defendants shifted and stripped Bootcamp LLC of its assets by using Bootcamp LLC’s student contact information to solicit registered students to cancel their enrollment with Bootcamp LLC and register with one of the Competing Ventures.

22. In 2017, Defendant Boyce sent an email message to more than 50,000 students enrolled in The Black Business School to announce the launch of The Black Wealth Builders Association. Defendant Boyce advertised the Association as a “spin-off” of The Black Wealth Bootcamp.

23. Defendants encouraged students to register with the Competing Ventures, instead of registering with Bootcamp LLC, in order to siphon participant registration fees and other resources away from Bootcamp LLC.

24. Defendants also spent money that belonged to Bootcamp LLC on Competing Ventures. For example, Defendant Boyce spent \$440,237.38 on Facebook ads for his Competing

Ventures, while spending only \$6,515.35 in advertisement on Bootcamp LLC during the same period.

25. Defendants have complete control over the financial books and records of the Competing Ventures.

26. Plaintiff never received a percentage of the earnings generated by the Competing Ventures.

27. Defendant Boyce engaged, and continues to engage, in a campaign to destroy Plaintiff's reputation by making defamatory statements about Plaintiff, causing Plaintiff substantial financial damages, emotional pain, suffering, and humiliation.

28. In a Facebook exchange on December 2, 2015 between Defendant Boyce and Plaintiff, Defendant Boyce wrote:

“You should do a video about Umar money thing. I shared your status update on my page and I think you should keep asking this question to pressure him to come out with a response. You can put the video on my youtube (sic) channel, he'd be sure to see it[.]”

Plaintiff responded:

“I thought about it, but decided against it because it because #1 it would be on your channel which would be make ppl think you endorse the message (although I know you tell people you don't). As your manager, I'd hate for that to ruin any future collaborations with him. #2 I'm not into attacking people. If I record a video, it will be in the context of holding all so-called Black leaders accountable. I'll think about it.”

29. On December 2, 2015, Plaintiff, at the direction of Defendant Boyce, did in fact record and publish the video on YouTube.<sup>1</sup>

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<sup>1</sup> The YouTube video can be seen here: <https://www.youtube.com/watch?v=kZ7ip70VIGw>

30. In a video published by Defendant Boyce on December 22, 2017, Defendant Boyce falsely stated that he “did not give her [Plaintiff] the green light” to make the video about Umar Johnson.<sup>2</sup>

31. As of February 19, 2019, Defendant Boyce’s December 22, 2017 video has been viewed 55,651 times.

32. In a December 20, 2018 video, Defendant Boyce stated that “Maria [Plaintiff] attacked Umar on my channel...”<sup>3</sup> As of today, February 19, 2019, that video has been viewed 5,253 times.

33. In January 2019, Defendant Boyce, using the *alias* “Listory 101” on YouTube, stated that he “did not want to work with her [Plaintiff] anymore, not only because he [Defendant Boyce] was upset about her [Plaintiff] possibly cheating, but also because he [Defendant Boyce] felt she was not doing her job at an adequate level and was not a good business partner.”

34. Under the comment section of the December 20, 2018 YouTube video, Defendant Boyce stated that “this woman [Plaintiff] used Dr. Watkins’s [Defendant Boyce] YouTube channel to do an attack video against Umar Johnson, which caused a very big fight. Dr. Watkins [Defendant Boyce] had no idea she was using his YouTube channel to launch a personal vendetta, so this is another reason why he [Defendant Boyce] chose to distance himself from her [Plaintiff],” The video under which these comments are posted have been viewed nearly 60,000 times as of February 19, 2019.<sup>4</sup>

35. Defendant Boyce’s false statements have caused Plaintiff substantial financial damages, emotional pain, suffering, and humiliation.

### **COUNT I – BREACH OF CONTRACT**

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<sup>2</sup> [https://www.youtube.com/watch?v=b\\_5vpqswiJI&feature=youtu.be&t=2210](https://www.youtube.com/watch?v=b_5vpqswiJI&feature=youtu.be&t=2210) (time 36:50)

<sup>3</sup> <https://www.youtube.com/watch?v=vBY8lCZweb8&feature=youtu.be&t=3130> (time 52:15...)

<sup>4</sup> <https://www.youtube.com/watch?v=aCvHAoiJz9s&t=36s>

36. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 35, inclusive, as though fully set forth herein.

37. The members of Bootcamp LLC agreed that Plaintiff would receive eighteen percent (18%) of Bootcamp LLC's profits.

38. Defendants failed and refused to pay Plaintiff her share of Bootcamp LLC's profits.

39. Plaintiff performed all of her obligations under the agreement.

40. As a result of Defendants' breach of the agreement, Plaintiff suffered damages.

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, and award Plaintiff the following relief: (i) award damages in Plaintiff's favor and against the individual Defendants in excess of \$75,000; (ii) pre- and post-judgment interest at the maximum legal rate; (iii) award Plaintiff her costs; and (iv) grant such other or further relief as the Court deems just and equitable.

## **COUNT II – UNJUST ENRICHMENT**

41. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 40, inclusive, as though fully set forth herein.

42. By retaining, and refusing to pay Plaintiff's share of Bootcamp LLC's profits to Plaintiff, Defendants have benefitted to the Plaintiff's detriment.

43. It would be unjust for Defendants to retain Plaintiff's share of the profits of Bootcamp LLC. Therefore, Defendants should be ordered to compensate Plaintiff for the value of the wrongfully withheld benefits and ordered to disgorge Plaintiff's share of the profits of Bootcamp LLC.

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against the Defendants, award Plaintiff damages in an amount to be determined at trial, but is believed to be

over \$75,000.00; award Plaintiff her costs of this action; and grant such other or further relief as the Court deems just and equitable.

### **COUNT III – BREACH OF FIDUCIARY DUTY**

44. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 43, inclusive, as though fully set forth herein.

45. As members of Bootcamp LLC, Defendants owed a fiduciary duty to Plaintiff.

46. Defendants breached their duty by, mismanaging the finances of Bootcamp LLC, dissipating and converting assets of Bootcamp LLC, usurping corporate opportunities, interfering with the operation of Bootcamp LLC's business, actively competing against Bootcamp LLC, and failing to properly and timely provide an accounting to Plaintiff.

47. As a direct and proximate result of the Defendants' breach of their fiduciary duties, Plaintiff was damaged in an amount that has not yet been fully ascertained, but which is believed to be in excess of one million dollars (\$1,000,000.00).

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, and award Plaintiff the following relief: (i) compensatory, exemplary and/or punitive damages against Defendants; (ii) award Plaintiff her costs; and (iii) grant Plaintiff such other or further relief as the Court deems just and equitable

### **COUNT IV – CONVERSION**

48. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 47, inclusive, as though fully set forth herein.

49. Defendants were not authorized to control or assume control over Plaintiff's share of Bootcamp's LLC profits.

50. Plaintiff had a right to her share of profits in Bootcamp LLC.

51. Plaintiff's right to immediate possession of her share of profits in Bootcamp LLC was absolute and unconditional.

52. On multiple occasions, Plaintiff demanded payment of her share of the profits in Bootcamp LLC.

53. Defendants acted with callous lack of concern and such conduct when they failed and refused to pay Plaintiff her share of the profits.

54. As a direct and proximate result of Defendants' conduct, Plaintiff was damaged.

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, and award Plaintiff the following relief: (i) compensatory, exemplary and/or punitive damages against Defendants; (ii) award Plaintiff her costs; and (iii) grant Plaintiff such other or further relief as the Court deems just and equitable.

#### **COUNT V – COMMON LAW DEFAMATION**

55. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 54, inclusive, as though fully set forth herein.

56. Defendant Boyce made false statements when he published the YouTube video on December 20, 2018, stating that he did not authorize Plaintiff to use his YouTube Channel.

57. Defendant Boyce's false statements were made with malice, were unprivileged were viewed and read thousands of times and by thousands of people.

58. As a direct and proximate result of Defendant Boyce's publication of false statements, Plaintiff's reputation has been greatly damaged and Plaintiff has suffered substantial financial damages, emotional pain, suffering, and humiliation in an amount that has not yet been fully ascertained, but which is believed to be in excess of three million dollars (\$3,000,000.00).

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendant Boyce, and award Plaintiff the following relief: (i) compensatory, exemplary and/or punitive damages against Defendant Boyce (ii) award Plaintiff her costs; and (iii) grant such other or further relief as the Court deems just and equitable.

**COUNT VI – DEFAMATION PER SE**

59. Plaintiff repeats, realleges, adopts and incorporates each and every allegation contained in Paragraphs 1 through 58, inclusive, as though fully set forth herein.

60. Defendant Boyce’s statements on YouTube, using *alias* “Listory 101,” about “[Plaintiff] possibly cheating” and “was not doing her job at an adequate level and was not a good business partner,” constitute defamation *per se*.

61. These false statements have been viewed and read thousands of times and by thousands of people.

62. As a direct and proximate result of Defendant Boyce’s publication of defamatory statements, Plaintiff’s reputation has been greatly damaged in her community and worldwide.

63. As a direct and proximate result of Defendant Boyce’s publication of defamatory statements, Plaintiff has suffered substantial financial damages, emotional pain, suffering, and humiliation in an amount that has not yet been fully ascertained, but which is believed to be in excess of five million dollars (\$5,000,000.00).

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendant Boyce, and award Plaintiff the following relief: (i) compensatory, exemplary and punitive damages against Defendant Boyce; (ii) award Plaintiff her costs; and (iii) grant such other or further relief as the Court deems just and equitable.

**PRAYER FOR RELIEF AS TO ALL COUNTS**

**WHEREFORE**, related to counts above, Plaintiff respectfully requests entry of judgment in her favor and against the Defendants as follows:

- a) For all compensatory, actual, special, and punitive damages;
- b) For all costs of suit;
- c) For pre- and post-judgment interest at the maximum legal rate;
- d) For attorney's fees as provided by law;
- e) For such other and further relief as the Court deems just and proper.

Date: April 24, 2019

Respectfully submitted,

By:

/s/ Jerry Boies

Jerry Boies (*pro hac vice*)  
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*Attorneys for Plaintiff*

**DEMAND FOR JURY TRIAL**

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff respectfully demands a trial by jury of all issues in this Second Amended Complaint.

Date: April 24, 2019

Respectfully submitted,

By: /s/ Jerry Boies  
Jerry Boies (*pro hac vice*)  
THE BOIES LAW FIRM, PLLC  
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*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on April 24, 2019, I caused the foregoing Second Amended Complaint to be electronically filed with the Clerk of the Court using CM/ECF system, which effected service by Electronic means and/or ECF notification on all counsel of record.

Respectfully submitted,

/s/ Jerry Boies  
Jerry Boies (*pro hac vice*)