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Superior Court of California  
County of Los Angeles

JUN 11 2018

Sherril H. Carter, Executive Officer/Clerk  
By Maria Guadian, Deputy

6 Attorneys for Plaintiff Kainoa Henry

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES, WEST DISTRICT

10

11 KAINOA HENRY, an individual,  
12 Plaintiffs,

Case No. SC129404

13 vs.

COMPLAINT FOR:

14 JEFFREY KWATINETZ, an individual; BIG3  
15 BASKETBALL, LLC, a Delaware Limited  
16 Liability Company; CUBE VISION, INC., a  
17 California Corporation, and CUBE VISION  
18 FILM PRODUCTION, LLC, a Delaware  
19 Limited Liability Company; and DOES 1  
20 through 10, inclusive,

- (1) BREACH OF CONTRACT;
- (2) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;
- (3) WRONGFUL CONSTRUCTIVE DISCHARGE AND RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT ("FEHA"), GOV. CODE §§ 12900, 12940(h), ET SEQ.;
- (4) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;
- (5) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS;
- (6) INTENTIONAL MISREPRESENTATION;
- (7) NEGLIGENT MISREPRESENTATION;
- (8) BREACH OF CONTRACT; AND
- (9) DECLARATORY RELIEF

18 Defendants.

21 CASE MANAGEMENT CONFERENCE

22 12-10-18 @ 8:30 am  
Date Dept D.

23 LISA HART COLE

25 DEMAND FOR JURY TRIAL

26 Trial Date: None Set

28

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1 Plaintiff Kainoa Henry (“Plaintiff” or “Henry”), for his Complaint against Jeff Kwatinetz  
2 (“Kwatinetz”), Big3 Basketball, LLC (“Big3” or the “League”), Cube Vision, Inc. and Cube  
3 Vision Film Production, LLC (collectively “Cube Vision”), and DOES 1 through 10, inclusive  
4 (collectively “Defendants”), alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff Henry is a California born and raised entrepreneur with expansive  
7 experience in film, marketing, branding, fashion, content creation, creative development, and the  
8 music industry. Over the years, Henry has worked closely with Defendant Kwatinetz and his  
9 business partner in the Big3, O’Shea Jackson a/k/a Ice Cube, including in co-managing Snoop  
10 Dogg at the Firm, Inc. Henry has always admired Ice Cube and considered him a close friend with  
11 a relationship spanning over a decade.

12 2. Kwatinetz partnered with Ice Cube to launch the Big3, a 3 on 3 basketball league  
13 featuring former NBA players. Due to Henry’s varied skillset and Kwatinetz’s prior positive  
14 experience working with Henry, Big3 hired Henry before the inaugural season to be its chief  
15 creative officer. Henry was an integral and vital part of launching the Big3 and making the first  
16 season a success. In addition to Henry’s creative, marketing, and business development duties,  
17 Henry was responsible for the League’s relationship with key players, including the League’s  
18 biggest star, Hall of Fame member and former MVP, Allen Iverson. Kwatinetz also personally  
19 tasked Henry with serving as the primary liaison and handler of the League’s biggest investor,  
20 Sports Trinity, LLC (“Sports Trinity”), and its principals, including Ayman Sabi and Ahmed  
21 Al-Rumaihi. Kwatinetz introduced Henry to Al-Rumaihi and Sabi and asked him to make sure that  
22 they were given VIP treatment in connection with the League.

23 3. Although the Big3 could not initially meet Henry’s salary demand for his level of  
24 responsibility and relevant experience, Kwatinetz made several false promises to induce Henry’s  
25 commitment. For example, Kwatinetz falsely promised Henry that he would create a standalone  
26 sports marketing agency with Ice Cube, with the Big3 as its initial client, and Henry was to receive  
27 a substantial equity ownership in the new company. Kwatinetz also promised Henry substantial  
28 origination fees for his contribution to endorsement and sponsorship deals, and he promised

1 bonuses, stock options, equity ownership and other perks to induce Henry to join the Big3.  
2 Kwatinetz even called Henry on the phone several times and begged him to join the League,  
3 promising that he would “take care” of Henry if he helped launch the League.

4 4. Based on the great work that Henry was doing for the League, his creative abilities,  
5 and the close relationships he immediately developed with the players, Henry was engaged by the  
6 Cube Vision Defendants to direct and executive produce a documentary or docu-series about  
7 Allen Iverson’s return to basketball. Under the Cube Vision agreement, Henry is entitled to his  
8 director’s credit, an executive producer credit, reimbursement for costs incurred, compensation for  
9 his work and substantial back-end compensation.

10 5. After the Big3 obtained several million dollars in investments from Sports Trinity,  
11 Kwatinetz made it clear to Henry that, as the League’s biggest investors, it was essential to keep  
12 Sports Trinity’s principals happy and engaged with the League. Kwatinetz told Henry that Sabi  
13 and Al-Rumaihi were great guys who loved basketball and wanted the League to be successful.  
14 Kwatinetz informed Henry that he used his “high-level” White House connections to run an  
15 extensive background check on the principals from Sports Trinity, insinuating that his close friend  
16 Steve Bannon assisted him, and that Sports Trinity cleared such background check. Henry was  
17 tasked with spending significant amounts of time with the investors, wining and dining them,  
18 ensuring they had courtside seats whenever they wanted, bringing Allen Iverson to meet them in  
19 their personal hotel rooms, and making sure they had all the expected perks associated with being  
20 key owners/investors in a new basketball league. At one game, Kwatinetz was ready to fire a long  
21 time employee because she simply mixed up seats for the Sports Trinity principals. As time  
22 passed, Kwatinetz even asked Sports Trinity to lead the Big3’s potential expansion into China,  
23 having them fly to China for various serious meetings as official representatives of the Big3.  
24 Based on his assignment from Kwatinetz, Henry got to know Sabi and Al-Rumaihi well, and his  
25 experience working with them confirmed Kwatinetz’s statements that they were great guys who  
26 love basketball and who were thrilled to invest in an up and coming American sports league.

27 6. Unfortunately, in early 2018, Kwatinetz had a falling out with the Sports Trinity  
28 investors. Sports Trinity expressed concerns about Kwatinetz’s mismanagement of the League,

1 lack of corporate governance structure, and his commingling of funds between his various  
2 companies. In turn, Kwatinetz complained that Sports Trinity, despite having put more than  
3 \$7,000,000 into the League to save the first season, had not fulfilled its investment requirements.  
4 Kwatinetz subsequently forced Henry into the middle of his contentious dispute with Sports  
5 Trinity.

6         7. As the dispute escalated, Kwatinetz engaged in despicable conduct, including  
7 increasingly racist, Islamophobic and anti-Arab rhetoric, language unfit for any workplace  
8 environment, and language that was very difficult for Henry—a young African-American  
9 executive—to deal with. After happily taking Sports Trinity’s money, and originally telling Henry  
10 how great Al-Rumaihi and Sabi were, Kwatinetz made a 180-degree turn and created an “us  
11 versus them” mentality, telling Henry repeatedly that he should not be speaking to or spending any  
12 time with the investors. Kwatinetz started referencing his close personal relations with Steve  
13 Bannon and how great Bannon is on a daily basis, referring to himself and Bannon as  
14 “revolutionaries” and to Bannon as “the smartest person in the room.” Henry asked Kwatinetz to  
15 stop talking to him about Bannon, letting Kwatinetz know several times that he was uncomfortable  
16 with the subject matter given Bannon’s racist and offensive rhetoric and behavior, but Kwatinetz  
17 would not stop. Worse yet, Kwatinetz started making more and more outrageous accusations  
18 against the investors. Kwatinetz claimed that his sources in the “intelligence community” notified  
19 him that Al-Rumaihi and Sabi were under federal investigation for supporting terrorism,  
20 consistently referred to the investors as “Qatari operatives,” and stated that Sports Trinity was an  
21 agent for the Qatari government interested in infiltrating American businesses and strong-arming  
22 them, completely ignoring that Sabi is in fact an American citizen. Kwatinetz went as far as to  
23 state to Henry that “all Arabs are terrorists.” Everything Kwatinetz said about the investors was  
24 completely inconsistent with the people Henry had become close with at Kwatinetz’s request.

25         8. During NBA All-Star weekend, in an attempt to help mediate Kwatinetz’s conflict  
26 with Sports Trinity, Henry told Kwatinetz that he thought there was an opportunity for an  
27 amicable resolution. However, Kwatinetz had no interest in a resolution, and he unilaterally  
28 declared that the Sports Trinity investors “were out.” Henry attempted to get Ice Cube to rein

1 Kwatinetz in, but it was evident that Ice Cube was unwilling to challenge Kwatinetz and his  
2 inappropriate behavior. Kwatinetz's rhetoric created a hostile work environment that made Henry  
3 hopelessly conflicted as he was working tirelessly to help launch the League while also creating  
4 the Allen Iverson documentary for Cube Vision. The documentary was intended to be a key  
5 marketing tool for the overall success of the League, used to attract bigger named players, secure  
6 key sponsorships, and was expected to be sold to a major distribution partner such as Netflix or  
7 Showtime.

8 9. Kwatinetz's dispute with the investors exploded on February 12, 2018, when he  
9 instigated a confrontation with Al-Rumaihi at former NBA player Rasual Butler's funeral. After  
10 following Al-Rumaihi out of the ceremony, he and Kwatinetz exchanged heated words, and Henry  
11 got in the middle and ultimately broke up the confrontation. After the confrontation, Kwatinetz  
12 falsely claimed that Al-Rumaihi made a criminal threat against Kwatinetz's and his family's lives,  
13 even going so far as to hire private security for the Big3 office. Henry was present for the  
14 confrontation, and Kwatinetz's claim is completely false. However, Kwatinetz demanded  
15 undivided loyalty and expected Henry to lie for him to support his version of the confrontation.  
16 Henry refused. Kwatinetz then intensified his anti-Muslim and anti-Qatari rhetoric, and Kwatinetz  
17 demanded again that Henry cease all communication with Sabi and Al-Rumaihi, despite the close  
18 relationship he had developed with them and their ownership interest in the League.

19 10. Disparaging people in the workplace based on their religious or ethnic heritage is  
20 against the clear public policy of the state of California, and Kwatinetz's incessant harassment of  
21 Henry created a hostile work environment. Henry loves the concept of the Big3. He is proud of his  
22 contribution to the successful launch of the League, and he was fully invested in its continued  
23 success throughout his tenure. However, between Kwatinetz's racist rhetoric, bullying tactics,  
24 erratic behavior, and his demand that Henry lie about Al-Rumaihi having made criminal threats  
25 against Kwatinetz's life, Henry felt he had no option but to resign from the League. Henry's  
26 decision was not made lightly, as he had dedicated so much time and energy into the development  
27 of the League and passed up various lucrative business and personal opportunities to focus fully  
28 on the League. However, Henry's personal moral code would not allow him to be a part of

1 Kwatinetz's racist and Islamophobic behavior.

2 11. On February 26, 2018, two weeks after the funeral incident, Henry resigned, noting  
3 that he had made every effort to remain neutral, but he "became very uncomfortable when  
4 [Kwatinetz] began using rhetoric that weaponizes the heritage of the Trinity investors in order to  
5 damage their character," something Kwatinetz continues to do publicly to this day. A copy of  
6 Henry's resignation letter is attached hereto as Exhibit A. Henry is informed and believes, and  
7 based thereon alleges, that several other key personnel, including the original Big3 commissioner  
8 Roger Mason, Jr., have also departed the League because of Kwatinetz's rhetoric, gross  
9 mismanagement, and the hostile environment that he created.

10 12. Even After Kwatinetz forced Henry's resignation from the Big3, Henry maintained  
11 every intention of completing his work with Cube Vision as director and producer of the Allen  
12 Iverson documentary. Henry continued to spend substantial personal funds in order to shoot key  
13 emotional and dramatic content, and he continued editing footage well after he resigned from the  
14 Big3. Henry spent hundreds of hours with Iverson, getting close with Iverson and his family while  
15 filming incredibly personal and sensitive footage. Furthermore, Iverson developed complete trust  
16 in Henry and expected Henry to work with Iverson to achieve his vision for the documentary.

17 13. Despite Henry's continued efforts on the documentary for Cube Vision after  
18 resigning from the League, Kwatinetz told Ice Cube that Henry could no longer be involved with  
19 the project, and he refused to allow Cube Vision to put the terms of Henry's agreement in writing.  
20 Kwatinetz's refusal to allow Cube Vision to finalize its contract with Henry and to allow Henry to  
21 complete the project was obvious retaliation for Henry's refusal to lie about Kwatinetz's fictional  
22 claim that Al-Rumaihi had made criminal threats against Kwatinetz and his family. Kwatinetz has  
23 subsequently taken numerous steps to destroy Henry's personal and business relationships with  
24 Allen Iverson, Ice Cube, Cube Vision, Sabi, Al-Rumaihi and others.

25 14. This action seeks redress for Defendants' malicious and wrongful conduct.

26 **JURISDICTION AND VENUE**

27 15. Jurisdiction is proper in the Superior Court of the State of California for the County  
28 of Los Angeles pursuant to section 410.10 of the Code of Civil Procedure.

1 16. Venue is proper in Los Angeles County, California pursuant to sections 392 *et seq.*  
2 of the Code of Civil Procedure because the causes of action alleged herein arose in Los Angeles  
3 County and Defendants reside and/or have their principal place of business in Los Angeles  
4 County.

5 **THE PARTIES**

6 17. Plaintiff, Kainoa Henry, is an individual residing in Los Angeles, California.

7 18. Defendant, Jeffrey Kwatinetz (“Kwatinetz”), is, on information and belief, an  
8 individual residing in Los Angeles, California.

9 19. Defendant Big3 Basketball, LLC (the “Big3”) is, on information and belief, a  
10 Delaware limited liability company with its principal place of business in Los Angeles County. On  
11 information and belief, Kwatinetz and O’Shea Jackson a/k/a Ice Cube (“Ice Cube”) are members  
12 and managers of the Big3.

13 20. Defendant Cube Vision, Inc. is, on information and belief, a California corporation  
14 with its principal place of business in Los Angeles County.

15 21. Defendant Cube Vision Film Production, LLC. is, on information and belief, a  
16 Delaware limited liability company with its principal place of business in Los Angeles County.  
17 Cube Vision, Inc. and Cube Vision Film Production, LLC are collectively referred to herein as  
18 “Cube Vision.”

19 22. Plaintiff is currently unaware of the true names and capacities of Defendant DOES  
20 1 through 10, inclusive, but is informed and believes that each of these fictitiously named  
21 Defendants engaged in, or is in some manner responsible for, the wrongful conduct alleged herein.  
22 Plaintiff therefore sues these Defendants by such fictitious names and will amend this complaint to  
23 state their true names and capacities when such names have been discovered.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 **A. Henry’s General Background.**

26 23. Henry is an entrepreneur from San Diego, California. Henry attended West Point  
27 University and San Diego State University before moving to Los Angeles to pursue his dream of  
28 directing and producing music videos, short form content, and films.

1           24.     Henry has been working in various fields in the entertainment industry since 2004,  
2 including but not limited to music and film production, talent management, lifestyle branding,  
3 fashion design, creative marketing, and developing smaller brands.

4           25.     Henry previously worked for Defendant Kwatinetz at The Firm, Inc., a media  
5 production and talent management company. During his time at The Firm, Henry co-managed  
6 Snoop Dogg, was on the management team for Ice Cube, and worked with other high-level talent  
7 including David Banner and R. Kelly.

8           26.     After leaving The Firm, Henry started a content creation and lifestyle marketing  
9 company called Skee TV with world famous deejay, DJ Skee.

10           **B.     Henry's Employment With the Big3.**

11           27.     Kwatinetz and Ice Cube partnered to launch a new basketball league, hiring former  
12 NBA players to play against each other in three on three basketball. Allen Iverson, a recent Hall of  
13 Fame inductee, former NBA MVP, and eleven-time all-star, was the biggest name associated with  
14 the League.

15           28.     Based on Kwatinetz's and Ice Cube's longstanding relationships with Henry, they  
16 were aware of his creative talent, and they wanted him involved with launching and building the  
17 League from scratch. Henry agreed to join the Big3 in May 2017 as the head of both the creative  
18 and digital department. The Big3 could not meet Henry's salary demands, so Kwatinetz offered  
19 several incentives to make up the difference in his employment agreement (the "Agreement"). For  
20 example, Kwatinetz promised that he would create an agency to handle marketing, with the Big3  
21 as its first client, and that Henry would receive 15% of the company. Kwatinetz also promised  
22 equity in the form of stock options in the Big3 and originations for marketing deals that Henry  
23 brought in. The Big3 recently sued the Sports Trinity investors for \$1.2 billion dollars,  
24 demonstrating Kwatinetz's valuation of the League. If the League is even worth a fraction of what  
25 Kwatinetz believes, Henry has been deprived of millions of dollars due to the loss of his stock  
26 options and equity interest, resulting from his forced resignation. Furthermore, as of this date, the  
27 Big3 has not compensated Henry for his originations or acknowledged that he is entitled  
28 compensation for his role in landing a major Adidas deal for the League.



1           29.     Henry did everything that he was asked to do on the creative side for the League.  
2 Henry put together marketing materials, budgets, and presentations for potential partners like  
3 Adidas. Furthermore, Kwatinetz put Henry in charge of improving the League’s relationship with  
4 key athletes, including the mercurial star of the league, Allen Iverson. The Big3 was so dependent  
5 on the relationship Henry developed with Iverson and his family that Kwatinetz expected Henry to  
6 be responsible for getting Iverson to attend the Big3 games.

7           **C.     Cube Vision Hires Henry to Direct and Produce the Iverson Documentary.**

8           30.     Cube Vision, Ice Cube’s production company, reached an agreement with Iverson  
9 to film a documentary about his return to basketball. In light of Henry’s close relationship with the  
10 players and his ability to get “close enough to get access and insight that others cannot,” Henry  
11 was hired by Cube Vision to direct and executive produce the documentary. As part of the deal,  
12 Henry is entitled to his director’s credit, executive producer credit, reimbursement for expenses,  
13 compensation for his services, and backend compensation to be negotiated in good faith for a  
14 director/executive producer of a documentary/docu-series.

15           31.     In addition to successfully handling all of his responsibilities for the league, Henry  
16 spent hundreds of hours with Iverson, connecting with Iverson and his family, filming intimate  
17 moments with Iverson and his family, as well as getting Iverson to games and press appearances.  
18 Henry went above and beyond what was asked of him and put his blood, sweat, and tears into  
19 capturing hundreds of hours of high-quality and highly emotional footage.

20           32.     Ice Cube asked Henry to prepare a trailer/sizzle reel for the documentary project,  
21 and Henry put together excellent work product. Ice Cube’s response to seeing the initial trailer was  
22 simply: “Captivating. Beautiful Work.” Henry has already put forth substantial creative efforts,  
23 conducted all of the filming, and has every intention of completing the project he was hired for.

24           **D.     Sports Trinity’s Relationship with the Big3.**

25           33.     Henry is informed and believes, and based thereon alleges, that the Big3 did not  
26 have sufficient capital for the inaugural season. Therefore, on or around July 2017, the Big3  
27 entered into an investment agreement with Sports Trinity, in which Sports Trinity invested several  
28 million dollars for an ownership stake in the League, as well as one seat on the board and one

1 observer seat on the board. Henry is informed and believes, and based thereon alleges, that Sports  
2 Trinity is made up of members, including but not limited to Sabi and Al-Rumaihi.

3 34. Kwatinetz introduced Henry to Sabi and Al-Rumaihi. Kwatinetz made it clear that  
4 the new investors loved basketball and were investing millions to help the League succeed.  
5 Kwatinetz personally tasked Henry to serve as an ambassador between the League and the new  
6 investors, doing everything possible to make them feel important and involved in the League.  
7 Henry was asked to wine and dine the new investors, get them courtside seats, introduce them to  
8 popular players and anything else to make them happy. Seeing that Henry was developing a strong  
9 personal relationship with Sports Trinity, Kwatinetz asked Henry to approach the investors for  
10 several personal projects that Kwatinetz wanted to invest in, including the sports marketing agency  
11 in which Henry was promised an ownership interest.

12 35. During the time that Henry was getting to know Sabi and Al-Rumaihi, he  
13 developed close relationships with them and determined that they were everything Kwatinetz  
14 originally said they were. As a result, Henry was blindsided when Kwatinetz turned on Sabi and  
15 Al-Rumaihi, accusing them of investing in the League simply to get close to Bannon, accusing  
16 them of being connected to terrorism, and making numerous outlandish statements. Kwatinetz's  
17 statements were completely inconsistent with Henry's personal experience with the investors.

18 **E. Kwatinetz Created a Hostile and Intolerable Work Environment.**

19 36. As Kwatinetz's dispute with Sports Trinity escalated, Kwatinetz engaged in  
20 inappropriate behavior toward Henry, including frequently using racist, Islamophobic and  
21 anti-Arab rhetoric, language unfit for any workplace environment. Henry, as a young African-  
22 American entrepreneur, felt that he had to draw a line and could not tolerate this behavior in the  
23 workplace. After happily taking Sports Trinity's money, and telling Henry how great Al-Rumaihi  
24 and Sabi were, Kwatinetz made a 180 degree turn and created an "us versus them" mentality,  
25 telling Henry repeatedly that he should not be speaking to or spending any time with the investors.  
26 Kwatinetz increasingly starting referencing his close personal relations with Steve Bannon and  
27 how great Bannon is, referring to himself and Bannon as "revolutionaries" and Bannon as "the  
28 smartest person in the room." Henry repeatedly asked Kwatinetz to stop talking to him about

1 Bannon, letting Kwatinetz know several times that he was uncomfortable with the subject matter  
2 given Bannon’s racist and offensive rhetoric and behavior, but Kwatinetz did not stop. Worse yet,  
3 Kwatinetz started making more and more outrageous accusations against the investors. Kwatinetz  
4 claimed that his sources in the “intelligence community” notified him that Al-Rumaihi and Sabi  
5 were under federal investigation for supporting terrorism, consistently referred to the investors as  
6 “Qatari operatives,” and stated that Sports Trinity was an agent for the Qatari government  
7 interested in infiltrating American businesses and strong arming them, completely ignoring that  
8 Sabi is an American citizen. Kwatinetz went as far as to state to Henry that “all Arabs are  
9 terrorists.” Everything Kwatinetz said about the investors was completely inconsistent with  
10 Henry’s experience.

11 37. During NBA All-Star weekend, in an attempt to help mediate the conflict with  
12 Sports Trinity, Henry informed Kwatinetz that he believed there was an opportunity for an  
13 amicable resolution. However, Kwatinetz had no interest in a resolution, and he unilaterally  
14 declared that the Sports Trinity investors “were out.” Henry attempted to get Ice Cube to  
15 intervene, but it was evident that Ice Cube was unwilling to challenge Kwatinetz and his  
16 increasingly inappropriate behavior. Kwatinetz’s inflammatory rhetoric created a hostile work  
17 environment that made Henry hopelessly conflicted as he was working tirelessly to help launch  
18 the League while simultaneously creating the Allen Iverson documentary for Cube Vision. The  
19 documentary was intended to be a key marketing tool for the overall success of the League, used  
20 to attract bigger named players, secure key sponsorships, and was expected to be sold to a major  
21 distribution partner such as Netflix or Showtime.

22 38. Kwatinetz’s dispute with the investors exploded on February 12, 2018, when he  
23 instigated a confrontation with Al-Rumaihi at former NBA player Rasual Butler’s funeral. After  
24 following Al-Rumaihi out of the ceremony, he and Kwatinetz exchanged heated words, and Henry  
25 got in the middle and ultimately broke up the confrontation. After the confrontation, Kwatinetz  
26 falsely claimed that Al-Rumaihi made a criminal threat against Kwatinetz’s and his family’s lives,  
27 even going so far as to hire private security for the Big3 office. Henry was there for the  
28 confrontation, and Kwatinetz’s claim is completely false. However, Kwatinetz demanded

1 undivided loyalty and expected Henry to lie for him to support his version of the confrontation,  
2 but Henry refused. Kwatinetz then intensified his anti-Muslim and anti-Qatari rhetoric, and  
3 Kwatinetz demanded again that Henry cease all communication with Sabi and Al-Rumaihi,  
4 despite the close relationship he had developed with them, and despite their ownership interest and  
5 seats on the League's board.

6 39. Disparaging people in the workplace based on their religious or ethnic heritage is  
7 against the clear public policy of the state of California, and Kwatinetz's harassment of Henry  
8 created a hostile work environment. Henry loves the concept of the Big3, is proud of his  
9 contribution to the successful launch of the League, and he was fully invested in its continued  
10 success throughout his tenure. However, between Kwatinetz's racist rhetoric, bullying tactics,  
11 erratic behavior, and his demand that Henry lie about Al-Rumaihi having made criminal threats  
12 against Kwatinetz's life, Henry felt he had no option but to resign from the League. Henry's  
13 decision was not made lightly, as he had dedicated so much time and energy into the development  
14 of the League and had passed up various lucrative business and personal opportunities to focus  
15 fully on the League. However, Henry's personal moral code would not allow him to be a part of  
16 Kwatinetz's racist and Islamophobic behavior.

17 **F. The Big3 Wrongfully Terminates Henry and Retaliates Against Him.**

18 40. Kwatinetz's incessant comments about the greatness of Bannon, while  
19 simultaneously increasing his Islamophobic rhetoric, made it impossible for Henry to continue  
20 with his employment with the Big3. Henry repeatedly asked Kwatinetz to stop the behavior, and  
21 Henry had no option but to ask Ice Cube to intervene to get Kwatinetz to stop. After Kwatinetz  
22 asked Henry to lie and support Kwatinetz's accusation of criminal threats against his family's  
23 lives, Henry was left with no choice but to resign. Kwatinetz also told Henry the Sports Trinity  
24 investors were under investigation by Special Counsel Robert Mueller, were tied to Jared Kushner,  
25 were tied to terrorists and that they were corrupt. Kwatinetz informed Henry that an "independent  
26 investigator" would be contacting him, and he wanted Henry to lie and tell the investigator that the  
27 investors were corrupt and that they had corrupted Roger Mason, Jr., the original Big3  
28 commissioner. Henry refused, and, on information and belief, it turned out the so-called

1 independent investigator was a close business associate of Kwatinetz's long-time business partner  
2 and lawyer, Mark Geragos.

3 41. On February 26, 2018, Henry submitted his resignation letter to the Big3,  
4 addressing Kwatinetz's repeated references to the Sports Trinity investors' heritage and his racial  
5 and religiously insensitive rhetoric. Henry noted that the work environment had become hostile  
6 and unhealthy. Henry is informed and believes, and based thereon alleges, that Kwatinetz has had  
7 similar conflicts with employees in his other companies regarding Kwatinetz having creating a  
8 hostile work environment.

9 42. Despite Henry's need to leave the Big3 to get out of the middle of Kwatinetz's  
10 conflict with Sports Trinity, Henry made it clear in his resignation letter, and in subsequent  
11 communications with Ice Cube, that he was committed to completing the Allen Iverson  
12 documentary for Cube Vision. However, he repeatedly asserted that his contract needed to be  
13 finalized in writing pursuant to the initial terms the parties agreed to, including but not limited to  
14 his director's credit, executive producer credit and backend compensation for producing and  
15 directing. Henry clearly stated that he had every intention of completing the documentary and  
16 anticipated finishing the project during the summer of 2018.

17 43. After Henry resigned from the Big3, Henry had several communications with Ice  
18 Cube about completing the documentary as planned. At first Ice Cube continued to discuss  
19 Henry's completion of the project, which both Iverson and Henry expected, with full expectation  
20 that Henry would get his credits and compensation. However, on March 3, 2018, Ice Cube made it  
21 clear that "[a] sit down [was] not possible" regarding the project. Worse yet, Ice Cube told Henry  
22 he should not reveal to the players about the circumstances of his departure from the Big3 (*i.e.*,  
23 Kwatinetz's hateful rhetoric), and he insinuated that Kwatinetz was "hurt" but would probably  
24 move on if Henry simply turned over "all of the footage in [his] possession."

25 44. On March 12, 2018, Ice Cube admitted that Kwatinetz was not letting Henry finish  
26 the documentary for Cube Vision. It was clear that Ice Cube was unwilling to stand up to  
27 Kwatinetz and had been falsely persuaded that Henry had made statements about Kwatinetz that  
28 he never actually made. After initially discussing the completion of the documentary for Cube

1 Vision, as the parties previously agreed to, and promising that Henry would get his credits and  
2 compensation, Ice Cube made it clear that Cube Vision had no intention of fulfilling its  
3 contractual obligations to Henry.

4 45. Based on Henry's discussions with Ice Cube, it is clear that Kwatinetz had Henry  
5 removed from the Cube Vision project as retaliation for refusing to lie for Kwatinetz or take his  
6 side in the dispute with the investors.

7 **G. Kwatinetz Interfered With Henry's Business Relationships.**

8 46. Although Henry made every effort to remain neutral in Kwatinetz's dispute with the  
9 investors, including breaking up a heated confrontation between Kwatinetz and Al-Rumaihi,  
10 Kwatinetz has attempted to destroy Henry's career and relationship with several parties.

11 47. Kwatinetz has made false statements to Ice Cube to try and poison Henry's  
12 business relationship and long-time friendship with Ice Cube. Worse yet, Ice Cube readily  
13 acknowledged that Kwatinetz would not allow Henry to finish the documentary for Cube Vision,  
14 harming Henry's relationship with the company.

15 48. More recently, in Kwatinetz's public complaint against Sabi and Al-Rumaihi,  
16 Kwatinetz falsely accused Henry of being "compromised" by Sports Trinity, simply because  
17 Henry refused to lie for him. In falsely claiming that Henry and others were compromised by  
18 receiving gifts, Kwatinetz conveniently ignored the fact that Kwatinetz was himself the happy  
19 recipient of several expensive gifts, flew on their private airplanes, and enjoyed lavish meals and  
20 wine all paid for by Sports Trinity. Furthermore, Kwatinetz has recently made false statements to  
21 Iverson, claiming that Henry was corrupted by the investors and that Henry had cost Iverson  
22 hundreds of thousands of dollars in connection with the documentary. This is blatantly false, as  
23 Henry has consistently confirmed that he was ready to complete the documentary, and only  
24 requested that Cube Vision finalize a written contract under the terms the parties agreed to.  
25 Kwatinetz's false statements have harmed Henry's personal and business relationship with  
26 Iverson, after having spent hundreds of hours with Iverson, gaining his trust and working on a  
27 shared artistic vision.

28 49. Henry has every reason to believe that Kwatinetz is making similar efforts to

1 destroy Henry's reputation with several other contacts in and outside of the League.

2 50. Henry has received a Right to Sue letter from the California Department of Fair  
3 Housing and Employment, a copy of which is attached hereto as Exhibit B.

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract**

6 **(Against the Big3 and Kwatinetz)**

7 51. Henry realleges and incorporates by reference the allegations contained in  
8 Paragraphs 1 through 50 as though fully set forth herein.

9 52. Henry entered into a valid and enforceable employment agreement with the Big3.

10 53. Henry fully complied with his obligations under the Agreement except as waived  
11 or excused by the Big3.

12 54. The Big3 has materially breached the Agreement, *inter alia*, by failing to accord  
13 benefits owed under the Agreement, anticipatorily repudiating and constructively discharging  
14 Henry without cause and by failing to pay monies owed and provide other benefits promised under  
15 the Agreement, including but not limited to equity in the League, originations and bonuses.

16 55. The Big3's material breaches of contract have denied Henry the benefit of the  
17 bargain and have proximately caused damages to Henry. The exact amount of the damages will be  
18 proven at trial, but in no event are they less than \$2,000,000.

19 **SECOND CAUSE OF ACTION**

20 **Wrongful Constructive Discharge in Violation of Public Policy**

21 **(Against the Big3 and Kwatinetz)**

22 56. Henry realleges and incorporates by reference the allegations contained in  
23 Paragraphs 1 through 55 as though fully set forth herein.

24 57. The Big3 and Kwatinetz forced Henry to resign from his employment for reasons  
25 that violated public policy.

26 58. The Big3 and Kwatinetz subjected Henry to working conditions that violated public  
27 policy in that Henry was forced to endure repeated discriminatory remarks against people of a  
28 protected class, based on their ethnicity, country of origin and/or religion. Henry was also asked to