

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

TERRENCE DAVIDSON,)	
)	
Plaintiff,)	Civil Action File
)	
v.)	
)	DEMAND FOR JURY TRIAL
ONIKA MARAJ, an individual,)	
and PINK PERSONALITY, LLC,)	
a Delaware limited liability company,)	
)	
Defendants.)	

COMPLAINT

COMES NOW Plaintiff, TERRENCE DAVIDSON, by and through his undersigned counsel, and hereby files this Complaint against the Defendants, ONIKA MARAJ and PINK PERSONALITY, LLC, and alleges as follows:

PARTIES, JURISDICTION & VENUE

1.

Plaintiff Terrence Davidson (“Plaintiff” or “Davidson”) is a resident of the State of Georgia and resides in this judicial district.

2.

Upon information and belief, Defendant Onika Maraj (“Maraj”) is a resident of the State of California. At all times material hereto, Defendant Maraj, who is

known by her stage name “Nicki Minaj,” transacted and continues to transact business in Georgia and specifically in this judicial district. Defendant Maraj is subject to personal jurisdiction of this Court under Georgia’s Long Arm Statute (O.C.G.A. § 9-10-91).

3.

Upon information and belief, Defendant Pink Personality, LLC (“Pink Personality”) is a Delaware limited liability company with its principal place of business in Los Angeles, California. At all times material hereto, Defendant Pink Personality transacted and continues to transact business in Georgia and specifically in this judicial district. Defendant Pink Personality is subject to personal jurisdiction of this Court under Georgia’s Long Arm Statute (O.C.G.A. § 9-10-91).

4.

Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims set forth herein occurred in this judicial district.

5.

This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

FACTS

I. The Beginning of Mr. Davidson's Business Relationship with Maraj.

6.

In or around January 2010, Mr. Davidson entered into a business relationship with Maraj to serve as her hair stylist. Specifically, over the course of the next few years, Davidson designed a number of wigs, presented them to Maraj, and Maraj would then choose her preferred wig design for a particular event.

7.

In the years following the commencement Mr. Davidson's business relationship with Maraj, his wig designs aided greatly in developing the appearance that "Nicki Minaj" is now widely known for. Indeed, Nicki Minaj is arguably known just as well for her wigs as she is her music.

8.

The wig designs that Mr. Davidson presented to Maraj, were fresh, unique and highly distinguishable.

II. Specific Wigs Created by Mr. Davidson That Were Worn by Maraj at Certain High Profile Events.

9.

As set forth above, Mr. Davidson created countless fresh, hip and unique wigs from which Maraj could choose a style depending on the event.

10.

For example, on or about September of 2010, Terrence Davidson created several pink wigs for Maraj to wear in her performance on the MTV Network VMA's preshow.

11.

Of these pink wigs designed by Mr. Davidson, Maraj chose a pink wig with an upper bun (the "Pink Upper Bun Wig"):



(available at <http://celebsalon.sheknows.com/long-hairstyles/nicki-minajs-neon-pink-hairstyle-at-the-vm-as/>)

12.

On or about December of 2010, Mr. Davidson created several wigs for Onika Maraj to wear in a performance for the New York Radio Station, Hot 97's Christmas Concert on December 25, 2010.

13.

Of these wigs designed by Mr. Davidson, Maraj chose a wig with patterns and colors of a fox fur (the "Fox Fur Wig"):



(Available at <http://urbanislandz.com/2010/12/28/nicki-minaj-rocks-the-mic-in-leopard-print-on-christmas-day-photo/>).

14.

In or around January of 2011, Mr. Davidson created several new pink wigs for Onika Maraj to wear for press appearances in London.

15.

Of these wigs designed by Mr. Davidson, On or about January 2011, Maraj chose a tall, high top inspired wig (the “Pink High Top Wig”):



(Available at <http://foxync.com/1919541/fab-or-fug-nicki-minajs-cotton-candy-hi-top-wig-photos>)

16.

In or around April of 2011, Mr. Davidson created several wigs for Maraj to wear for her music video for the song “SuperBass.”

17.

Of these wigs designed by Mr. Davidson, Maraj chose a wig (the “SuperBass Wig”):



(Available at <http://nickiminajcostume.blogspot.com/2013/01/get-nicki-minajs-most-sought-after-wigs.html>)

18.

In or around September of 2011, Mr. Davidson created several wigs for Maraj to wear to The Mercedes Benz Fashion Week in New York City.

19.

For this event, Maraj chose the half blonde – half pink wig designed by Mr. Davidson (the “Half Blonde-Half Pink Wig.”):



http://www.peoplestylewatch.com/people/stylewatch/package/gallery/0,,20222041_20527304_21052338,00.html

20.

On or about November of 2011, Mr. Davidson created several pink wigs for Maraj to wear in a performance for a Victoria's Secret special aired on CBS

21.

Maraj chose the pink curls wig (the "VS Wig") designed by Mr. Davidson for her performance:



(Available at <http://urbanislandz.com/2011/11/30/nicki-minaj-performs-live-at-victorias-secret-fashion-show-video/nicki-minaj-victorias-secret-2/>)

III. Various Business Opportunities Arise for Mr. Davidson as a Result of his Fresh and Unique Wig Designs.

22.

As “Nicki Minaj” and her associated wig hair styles became more popular, by November 2011, Al Branch, the brand manager for Maraj, began discussing various business ventures with Mr. Davidson for Maraj’s brand-specific wigs that were created by him.

23.

In or around November 2011, Mr. Davidson informed Al Branch that he had a television contract on the table for a reality television show searching for the next top celebrity hairstylist.

24.

Nevertheless, Al Branch told Mr. Davidson to “hold off” on the reality television show so that Mr. Davidson and Maraj could appear on a reality show together.

25.

On or around November 9, 2011, there was a conference call, which included Al Branch, Aaliyah Taylor (Mr. Davidson’s broker), and Joseph Barrett (Davidson’s manager), to discuss potential joint business ventures between Mr. Davidson and Maraj, and specifically, the creation of a wig line from Mr. Davidson’s designs and a possible reality TV show featuring Mr. Davidson and Maraj. During this call, the parties agreed that they would continue to pursue the wig and reality TV show ventures.

26.

Thus, on or around November 10, 2011, Mr. Davidson, Al Branch, and Joseph Barrett met with Universal Television Executives to discuss the hair reality television show involving Mr. Davidson and Maraj.

27.

Following the meeting, the television executives requested certain “footage” mentioned during their meeting and Davidson subsequently sent the “footage” to them.

28.

Additionally, in regards to the wig venture, on or around November 21, 2011, Michael Bong of “Shake & Go” Hair Company emailed Joseph Barrett and Al Branch a full business proposal for the proposed wig line, which included full profit and loss and a budget overview for the joint wig venture between Davidson and Maraj.

29.

On or about November 21, 2011, Barrett informed Mr. Davidson of the proposed wig deal. Mr. Davidson then informed Maraj of the proposal and stated that Branch should be contacting her soon about the venture.

IV. Maraj and her Agents Shun Mr. Davidson and Take Active Steps Toward Hurting his Career.

30.

By the end of 2011, many promising business ventures were on the table for Mr. Davidson and Maraj to pursue together. Nevertheless, beginning in 2012, Maraj and her agents became mum about the business ventures and took active steps to isolate Mr. Davidson and preclude him from the notoriety he deserved for his wig designs.

31.

For example, in January 2012, Joseph Barrett's office emailed The New York Times Newspaper after reading an article in the newspaper written about Maraj's wigs.

32.

To Mr. Barrett and Mr. Davidson's surprise, on or about January 21, 2012, the writer of the article informed Mr. Barrett that newspaper had reached-out to interview Mr. Davidson, but Amanda Silverman, a representative from Maraj's team, stated that Mr. Davidson declined to be interviewed.

33.

Mr. Davidson was not informed about this interview, however, and thus, neither he nor his representatives declined the interview.

34.

Many months passed, and neither Maraj nor her team responded to Mr. Davidson's requests regarding the wig and reality TV business ventures.

35.

Indeed, in or around September of 2012, Al Branch emailed Mr. Davidson asking for his hair care expertise about a possible hair care business deal with the company. Mr. Davidson asked Branch about their previous wig deal proposal, but again, did not receive a response.

36.

Indeed, in or around September of 2012, Al Branch emailed Mr. Davidson asking for his hair care expertise about a possible hair care business deal with the company. Mr. Davidson asked Branch about their previous wig deal proposal, but again, did not receive a response.

V. Maraj's Unlawful Use of Mr. Davidson's Wig Designs is Discovered.

37.

In January 2013, Mr. Davidson ceased working as Maraj's hair stylist.

38.

Yet, just as Mr. Davidson was attempting to move-on with his career, to his surprise, later in 2013, he discovered that Maraj took a number of his popular wig designs, without his consent, and used them to start her own wig line.

39.

Indeed, the following wig styles designed by Mr. Davidson are now being sold on numerous retail websites, as well as Maraj's website, www.mypinkfriday.com:

The Pink Upper Bun Wig



(Available at http://www.target.com/p/nicki-minaj-pink-bun-wig/-/A-14715501?ref=tgt_adv_XSG10001&AFID=Google_PLA_df&LNM=%7C14715501&CPNG=Seasonal&kpid=14715501&LID=PA&ci_src=17588969&ci_sku=14715501&gclid=CN68-fGd2bwCFQ1o7AodZBgAe)

The Fox Fur Wig



(Available at <http://www.halloweencostumes.com/nicki-minaj-leopard-look-wig.html>)

The Pink High Top Wig



(Available at <http://nickiminaj.shop.bravadousa.com/Product.aspx?pc=BGAMNM19>)

The SuperBass Wig



(Available at <http://www.spirithalloween.com/product/rap-star-wig/>)

The VS Wig



40.

Thus, without Mr. Davidson's knowledge and consent, Maraj surreptitiously cut Mr. Davidson out of their wig venture and misappropriated his wig designs to pursue the wig venture on her own.

41.

Additionally, many of the aforementioned wigs designed by Mr. Davidson were misappropriated and used by Maraj to design bottle tops for her fragrance line.

42.

Indeed, the Davidson designed wig bottle tops are the focal point of Maraj's fragrance line.

43.

Thus, without Mr. Davidson's knowledge and consent, Maraj surreptitiously used Mr. Davidson's wig designs to further her fragrance venture.

COUNT I

**TORTIOUS INTERFERENCE WITH
PROSPECTIVE BUSINESS RELATIONS**

44.

Plaintiff realleges the allegations of Paragraphs 1 through 43 as if fully set forth herein.

45.

Defendants knew the business affairs of Mr. Davidson, including the unique nature and designing of the wigs, its sales prospects, and the television and wig “deals”.

46.

Defendants and their agents tortuously interfered with Mr. Davidson’s business relations by, among other things:

- a. Inducing and assisting with the attempt to impede Mr. Davidson from knowing about the selling of multiple wigs designed Mr. Davidson on Maraj’s website and other retailers.
- b. Inducing, assisting, aiding and abetting with the interference of the television contract for the reality television hair show and Universal Studios.

- c. Inducing, assisting, aiding and abetting with the interference of a “wig deal” for a wig line with “Shake & Go Hair Company.”
- d. Inducing, assisting, aiding, and abetting to prevent the publicity of Mr. Davidson and the designing of his wigs for Maraj.
- e. Inducing, assisting, aiding, and abetting others unknown to Plaintiff to tortuously interfere with Mr. Davidson’s business relations.

47.

Defendants are liable to Mr. Davidson for all damages flowing from their and thier agents’ tortious interference with business relations.

COUNT II

BREACH OF IMPLIED CONTRACT

48.

Plaintiff realleges the allegations of Paragraphs 1 through 47 as if fully set forth herein.

49.

Defendants knew the business affairs of Mr. Davidson, including the unique nature and designing of the wigs, its sale prospects, popularity, and television and wig “deals.”

50.

Defendants understood and agreed that Maraj could only use Plaintiff's wig designs solely for Maraj's personal use and attire for her appearances at various entertainment and publicity events, consistent with her use of Plaintiff's wigs since 2010.

51.

The creation and design of the wigs was solely for Defendant Maraj's personal use, rather than profit or self-dealing by Defendants. The parties never discussed or contemplated that Defendant would engage in unfair and deceptive business practices and unilaterally misappropriate or convert Plaintiff's wig designs for Defendants' sole commercial purpose.

52.

Despite this mutual understanding and agreement under which the parties operated since 2010, which included a confidentiality agreement, Defendants breached the parties' implied contract, wrongfully misappropriated Plaintiff's wig designs and wigs and entered into contracts with third parties for the sole commercial purpose of profit and self-dealing.

53.

As a proximate cause of Defendants' actions, Plaintiff has suffered damages

in excess of \$1,000,000.00.

COUNT III

UNJUST ENRICHMENT (QUANTUM MERUIT)

54.

Plaintiff realleges the allegations of Paragraphs 1 through 53 as if fully set forth herein.

55.

From 2010 until 2013, Mr. Davidson performed services valuable to Defendant Maraj by creating countless, fresh, hip, and unique wigs solely for her celebrity appearances throughout the world, which Defendant Maraj knowingly accepted. Mr. Davidson's unique wig designs significantly contributed to Defendant Maraj's unsurpassed notoriety for her wigs.

56.

In November 2011, Mr. Davidson and Defendant Maraj discussed forming a joint wig venture utilizing Mr. Davidson's unique wig designs, including the creation of a new wig line and reality TV business ventures. Naturally, Defendant expected compensation from the fruits of these business ventures.

57.

However, Defendants unilaterally misappropriated Mr. Davidson's wig

designs and pursued the wig venture on their own. Notably, Defendants have sold Mr. Davidson's wigs on numerous retail websites, in addition to Maraj's website, www.mypinkfriday.com, without the knowledge and consent of Mr. Davidson.

58.

Defendants also unilaterally misappropriated Mr. Davidson's wig designs and used them to pursue a fragrance venture.

59.

As a proximate cause of these tortious acts, Defendants have been unjustly enriched by selling Mr. Davidson's wigs in the public marketplace as if they belonged to Defendant Maraj and entering into agreements with third parties to recreate Mr. Davidson's wigs and designs for the sole commercial purpose of profit and self-dealing.

60.

Upon information and belief, Defendants have received profits in excess of \$1,000,000.000 as a proximate cause of these tortious acts.

61.

Mr. Davidson has not received any compensation for Defendant's tortious and unlawful use of his wigs and wig designs, yet Defendants have unfairly profited from same.

62.

Plaintiff therefore seeks compensatory damages for the reasonable value of his services, interest, and reasonable attorney's fees, in an amount to be determined by the enlightened conscience of a jury.

COUNT IV

**CONVERSION AND WRONGFUL MISAPPROPRIATION
OF PERSONAL PROPERTY**

63.

Plaintiff realleges the allegations of Paragraphs 1 through 62 as if fully set forth herein.

64.

Title and right to possession of the wig designs referenced herein belongs to Plaintiff.

65.

Defendants' possession and retention of Plaintiff's wig designs constitutes a wrongful act of dominion insofar as Defendants have entered into oral and written contracts with other entities to sell Plaintiff's wigs and use Plaintiff's wig designs for the sole purpose of self-dealing and profit.

66.

Defendants have refused to cease and desist from engaging in any and all commercial activity relating to the sale, purchase or otherwise unauthorized use of Plaintiff's wigs and wig designs, including but not limited to, execution of contracts between Defendants and third parties utilizing Plaintiff's wigs and wig designs.

67.

Upon information and belief, the value of Plaintiff's wig designs exceeds \$10,000,000.00.

68.

Plaintiff has suffered damages in excess of \$1,000,000.00 based on Defendants' conversion of his wig designs, including but not limited to lost profits, in an amount to be determined at trial.

COUNT V

VIOLATION OF THE GEORGIA FAIR BUSINESS PRACTICES ACT

69.

Plaintiff realleges the allegations of Paragraphs 1 through 68 as if fully set forth herein.

70.

Defendants have engaged in unfair and deceptive practices by selling Davidson's wigs and wig designs in the consumer marketplace on retail websites, in addition to Maraj's own website, www.mypinkfriday.com without the knowledge and consent of Davidson. The general consuming public and unwitting third parties who enter into contracts with Defendants for the purchase of Davidson's wigs and wig designs are essentially unaware of the fraudulent misrepresentation that the wigs and wig designs belong to Defendant Maraj.

71.

Defendants' unlawful business practices have the tendency or capacity to deceive and thus violate the Georgia Fair Business Practices Act (hereinafter "GFPBA"), set forth at OCGA § 10-1-390, et seq.

72.

As a proximate cause of Defendants' GFPBA violations, Plaintiff has suffered damages, in an amount to be determined at trial.

COUNT VI

INJUNCTIVE RELIEF

73.

Plaintiff realleges the allegations of Paragraphs 1 through 72 as if fully set

forth herein.

74.

The wig designed by Plaintiff for Maraj's VMA performance is now being sold on many other retail websites, in addition to Maraj's website, www.mypinkfriday.com without the knowledge and consent of Plaintiff.

75.

The wig designed by Plaintiff for Maraj's Christmas Concert performance in December 2010 is now being sold on many other retail websites, in addition to Maraj's website, www.mypinkfriday.com without the knowledge and consent of Plaintiff.

76.

The wig designed by Plaintiff for Maraj's press conferences and appearances in London in January 2011 is now being sold on many other retail websites, in addition to Maraj's website, www.mypinkfriday.com without the knowledge and consent of Plaintiff.

77.

The wig designed by Plaintiff for Maraj's SuperBass video in April 2011 is now being sold on many other retail websites, in addition to Maraj's website, www.mypinkfriday.com without the knowledge and consent of Plaintiff.

78.

The wig designed by Plaintiff for Maraj's performance for a Victoria's Secret special November 2011 is now being sold on many other retail websites, in addition to Maraj's website, www.mypinkfriday.com without the knowledge and consent of Plaintiff.

79.

Additionally, numerous wig designs created by Plaintiff are being used by Defendants in furtherance of Maraj's fragrance business.

80.

While Plaintiff has both title and the right to possess the wig designs created solely for Maraj's personal use, based on the foregoing, Defendants have unlawfully converted and misappropriated Plaintiff's wig designs.

81.

It is presently unknown what other activities Defendants have engaged in or plan to engage in relating to the unlawful use, duplication, or recreation of Davidson's wigs or wig designs for the purpose of commercial profit and self-dealing.

82.

As a proximate cause of Defendants' tortious acts, past and future, Plaintiff

has been irreparably harmed and will continue to be irreparably harmed for which there is no adequate remedy of law. Additionally, there is a substantial likelihood that Plaintiff will prevail on the merits. Consequently, Plaintiff seeks temporary and permanent injunctive relief to enjoin Defendants from engaging in the following acts, directly or indirectly: executing any oral or written contracts with third parties for the purchase, sale or use of Plaintiff's wigs or wig designs in commercial activity; communicating with any person or entity regarding use of Plaintiff's wigs or wig designs in commercial activity; or taking any action inconsistent with Plaintiff's dominion of his wigs and wig designs, for which he has sole title and right to possession.

COUNT VII

PUNITIVE DAMAGES

83.

Plaintiff realleges the allegations of Paragraphs 1 through 82 as if fully set forth herein.

84.

Defendant's actions set forth above were conducted willfully, maliciously, fraudulently, and with wantonness, oppression, and an entire want of care which would raise the presumption of indifference to the consequence and entitle Mr.

Davidson to punitive damages in an amount sufficient to punish and deter such conduct in the future.

WHEREFORE, Plaintiff prays this Honorable Court grant the following:

A. That summons and process be issued and served upon the Defendants;

B. That Plaintiff have a trial by jury of all issues so triable;

C. That Plaintiff recovers all damages against the Defendants in such an amount that a jury determines from the evidence he is entitled to recover under Georgia law including, but not limited to:

1. General damages for Mr. Davidson in an amount based on the Defendant's conduct, or such other damages as provided by law and established at trial;
2. Damages for Mr. Davidson's economic loss;
3. Damages for the lost profits which would have inured to Davidson had the contracts and "deals" been performed and not interfered by Defendants;
4. Damages against all Defendants for the profits and values of the wigs sold on her website and other retailers;
5. Treble damages pursuant to O.C.G.A. § 10-1-399;

6. Punitive damages against all Defendants in an amount to be determined at trial;
7. Attorneys fees and costs associated with the bringing and prosecuting of this action; and
8. For such other relief as this Court deems just and appropriate.

This ____ day of February, 2014.

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