

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

<p>SYDNI DEVERAUX,</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p style="text-align: center;">v.</p> <p>ANNA BRIDGFORTH a/k/a “BOO BESS,” LOUISA VERSAW a/k/a “DOLLY DEBUTANTE,” and LYDIA KORNEGAY- BAEZ a/k/a LYDIA RIOS a/k/a “MEDIANOCHE”</p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>Index No:</p> <p style="text-align: center;"><u>SUMMONS</u></p>
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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this Action and to serve a copy of your Answer on the plaintiff’s attorneys within 20 days after service of the summons (or within 30 days after service is complete if the summons is not personally delivered to you within the State of New York), and, in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: Brooklyn, New York
 December 22, 2018

Lewis & Lin, LLC

/s Justin Mercer

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 SYDNI DEVERAUX

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COUNTY OF NEW YORK

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PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System (“NYSCEF”) is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646- 386-3033 or efile@courts.state.ny.us.

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Plaintiff Sydni Deveraux (“Plaintiff” or “Ms. Deveraux”) by her attorneys Lewis & Lin LLC, for her complaint for damages and injunctive relief against Anna Bridgforth a/k/a “Boo Bess” (“Ms. Bridgforth” or “Boo”), Louisa Versaw a/k/a “Dolly Debutante” (“Ms. Versaw” or “Dolly”), and Lydia Kornegay-Baez a/k/a Lydia Rios a/k/a “Medianoche” (“Ms. Kornegay” or “Medianoche,” and collectively with Boo and Dolly, “Defendants”), alleges as follows:

STATEMENT OF CASE

1. Plaintiff brings this action preliminary and permanent injunctive relief and recovery of damages arising from acts of false advertising and unfair competition pursuant to the federal Lanham Act and common law, deceptive business practices under NY GBL § 349, tortious interference with contract and prospective economic relations, intentional infliction of emotional distress, *prima facie* tort, harassment and for the malicious, willful and unlawful publication of false, misleading, disparaging and defamatory statements regarding Plaintiff by and/or under the direction of Defendants, competitors in the classic burlesque performance

market.

2. Plaintiff Ms. Deveraux, known professionally as “The Golden Glamazon,” is a highly successful, award-winning and internationally acclaimed burlesque performer, instructor and producer, model, singer and blogger, and victim of a covert and malicious campaign of false accusations that has disrupted and threatens to destroy her nearly 15-year career and stellar reputation in entertainment.

3. Specifically, Defendants concocted a scheme to steal venues and performance opportunities and usurp business from Ms. Deveraux in bad-faith by fabricating outright lies and repeated them throughout the burlesque community and industry, and to the general public.

4. Among other statements, Defendants falsely claimed to individuals and third parties in the burlesque industry that Ms. Deveraux committed the serious crime of sexual assault against another burlesque performer nearly three years prior, on November 1, 2015, after a show at the Nomad Hotel in New York City. These allegations are patently false and particularly damaging given that they were made to other burlesque performers and producers throughout the country and online, in a blatant effort to cause the maximum damage to Ms. Deveraux’s reputation to current and prospective performers and customers.

5. Defendants’ false and disparaging statements remain active online and, upon information and belief, viewed by thousands of visitors each day, and Defendants continue to defame and injure Plaintiff with these false and misleading statements.

6. As a specific result of Defendants’ false statements, in mid-December 2018, they conspired to and did overtake a weekly residence performance at one of the premier burlesque venues in New York City, Bathtub Gin—where Ms. Deveraux was and had been the headliner

for several years after having built up a following, crowd and reputation via her time, effort and expense.

7. As a result of Defendant's conduct, Plaintiff has been and continues to be substantially and irreparably harmed.

PARTIES

8. Plaintiff Ms. Deveraux is an individual and citizen residing in the State of New York. Ms. Deveraux is not a public official and not a public figure.

9. Upon information and belief, Defendant Ms. Bridgforth is an individual domiciled in the State of New York and residing at 548 Willoughby Avenue, Apt. #1, Brooklyn, NY 11206.

10. Upon information and belief, Defendant Ms. Versaw is an individual domiciled in the State of New York and residing at 431 Marion Street, Apt. 3R, Brooklyn, NY 11233.

11. Upon information and belief, Defendant Ms. Kornegay-Baez is an individual domiciled in the State of New York and residing at 1285 Fulton Street, Apt. #2R, Brooklyn, NY 11216.

JURISDICTION AND VENUE

12. This Court has personal jurisdiction over Defendants pursuant to N.Y. CPLR § 301, as Defendants are residents of the State of New York.

13. Venue is proper in this county under N.Y. CPLR §§ 503(c), since New York County is the county in which a substantial part of the events or omissions giving rise to the claim occurred.

BACKGROUND COMMON TO ALL CLAIMS

The Golden Glamazon

14. Plaintiff Ms. Deveraux is known professionally as “The Golden Glamazon”, and is a highly successful, award-winning and internationally acclaimed classic burlesque performer, instructor and producer. Throughout Ms. Deveraux’s nearly 15-year career in burlesque, she has been featured in hundreds of shows taking her to stages around the world.

15. Ms. Deveraux originally hails from Seattle, Washington—where she began her burlesque career, before life and opportunity took her to New York City in 2014. Having performed and taught internationally and nationally in multiple festivals and shows from her hometown all the way to places such as Toronto, Vancouver, Finland, Paris, Amsterdam and Switzerland—her talents are featured in acclaimed shows that showcase the brightest and most recognized talents in the world.

16. Since 2011, Ms. Deveraux has been ranked in the annual Top 50 burlesque performers by the popular online publication, *21st Century Burlesque*, and currently ranks number 15 in the world.

17. In 2013, Ms. Deveraux was recognized with the award of 1st Runner Up for Queen at the Burlesque Hall of Fame Weekend, which supports the exotic World Museum in preserving the history and legacy of burlesque. See (<http://21stcenturyburlesque.com/winners-videos-photos-burlesque-hall-of-fame-weekend-2013/>). In 2017, Ms. Deveraux took home another trophy for 2nd Runner Up for Queen at the Burlesque Hall of Fame Weekend.

18. After moving to New York City in 2014, she be producing and performing with the renown burlesque production company, Wasabasso Entertainment and Showcases (“Wasabasso” or “Wasabasso Burlesque). In addition to maintaining exclusive residences at venues in New

York, Wasabassco produces classic burlesque performances throughout the country, including in Boston, Washington, D.C., Nashville, and Atlanta. In addition to its burlesque performances, Wasabassco's acts showcase the talents of magicians, escape artists, hula hoop artists, singers, and comedians.

19. As an instructor and blogger, Ms. Deveraux teaches a multitude of performance classes all over the world at festivals, conventions, as well as teaching privately and online, including (until the events detailed herein below).

20. Ms. Deveraux regularly produces, headlines and emcees Wasabassco's burlesque performances entitled "House of Deveraux" at Le Poisson Rouge in New York City, and (until the events detailed herein below) could be seen thrice weekly with Wasabassco at Bathtub Gin, as well as at other productions throughout New York City, the United States and the world.

21. While there are other performers and producers who perform with Wasabassco, Ms. Deveraux had and has been the performance troupe's headliner and main attraction for many years.

Defendant's Competing Business and Wrongful Conduct

22. Defendants are competing, independent burlesque performers and provide entertainment services in competition with Plaintiff.

23. In fact, until recently, each of the Defendants were co-performers, producers and/or stage managers with Ms. Deveraux with Wasabassco.

24. Entertainers and performers with Wasabassco are offered performance opportunities as contractors, but are not under contract, beholden, nor exclusive to Wasabassco. However, Wasabassco did and does have exclusive arrangements and/or agreements with venues in New York City, and across the country, whereby any entertainer seeking to perform burlesque at such venues must be engaged with and/or through Wasabassco.

25. Until recently, those Wasabassco-exclusive venues (where Ms. Deveraux headlined, performed and/or produced) included Way Station, various City Winery locations and Bathtub Gin.

26. Thus, while Defendants were colleagues under Wasabassco, they did and do compete in the burgeoning “Neo-Burlesque” scene and market in New York and throughout the world.

27. Ms. Bridgforth, known professionally as “Boo Bess,” claims to be a New York City-based, nationally touring, award winning burlesque host and dancer since 2008. *See* (www.annabridgforth.com/boobess).

28. Ms. Versaw, known professionally as “Dolly Debutante” and the “Delicious Double-D,” claims to be a New York City-based burlesque stage manager. *See* (www.dollydebutante.com).

29. Ms. Kornegay, known professionally as “Medianoche” and “Sin in an Hourglass,” claims to be a New York City-based award-winning burlesque performer, who, like Ms. Devereaux has been ranked by *21st Century Burlesque* and placed at Queen at the Burlesque Hall of Fame Weekend. *See* (www.medianocheburlesque.com).

Defendant’s Repetition of False Accusations of “Sexual Assault”

30. Beginning in or around October 17, 2018 and continuing until the present, in an intentional effort to divert business away from Plaintiff and toward Defendants, and to cause injury to Plaintiff, Defendants (competitors) hijacked another individual’s story about Ms. Deveraux’s personal life and manipulated allegations concerning her consensual conduct in order to manufacture outrage in the burlesque community—all so they could steal performance opportunities from Plaintiff for their own personal gain and to the detriment of Plaintiff.

31. Specifically, Defendants falsely claimed to Wasabassco's producers, other third parties in the burlesque industry and general public, that Ms. Deveraux committed the serious crime of "sexual assault" against another burlesque performer nearly three years prior, on November 1, 2015, after a show at the Nomad Hotel in New York City.

32. According to the Defendants, who manufactured these lies—the burlesque performer in question is Lauren Sison or "Evelyn Vinyl," as she is known professionally ("Ms. Sison").

33. These allegations are patently false.

34. Upon information and belief, Defendants embarked on this campaign of unfair competition and harassment because they were frustrated that Plaintiff, a black woman in a position of power and who had been making her ascent to the top of the burlesque ranks, reigned over and had been the main attraction both within Wasabassco (where Ms. Deveraux had been their producer and/or superior) and throughout the burlesque performance market.

35. Defendants' harassing and defamatory statements purported to convey factual information about Plaintiff and her business, but instead asserted outright falsehoods, while withholding the factual basis upon which many of their falsehoods are allegedly based. Worse, at least one of the Defendants (Ms. Versaw) was physically present in the room on the night in question, undermining a post-hoc claim of a crime being committed, and another of the Defendants (Ms. Kornegay) stated to Plaintiff that she expressed doubts as to the veracity of the recent change to Ms. Sison's story.

36. Instead, both of these Defendants willfully and maliciously manipulated the truth to suit their needs—a complete takeover of Ms. Deveraux's role in the burlesque community and business.

Ms. Deveraux's Consensual Relationship with Evelyn Vinyl

37. Ms. Deveraux moved to New York City in February 2014 and almost immediately began performing with Wasabassco and producing shows for the company and troupe. Ms. Sison was a performer with the company at the time.

38. Between early 2014 and mid-2016, Ms. Sison and Ms. Deveraux were friends and co-performers in burlesque. Each of the Defendants were and are close friends with Ms. Sison.

39. While being nearly nude or naked is a part of the burlesque game, Ms. Sison and Ms. Deveraux also modeled together outside of performances, including in racy and erotic photoshoots, as far back as April 2014.

40. Moreover, Ms. Sison and Ms. Deveraux had been intimate on several occasions, including the night in question on November 1, 2015.

41. Ms. Sison and Ms. Deveraux flirted before and after Ms. Deveraux attended Ms. Sison's wedding to her husband in March 2015. Ms. Sison identifies as bisexual and her husband was open to and aware of Ms. Sison's often-intimate relationship with Ms. Deveraux.

42. Given Ms. Sison and Ms. Deveraux's numerous opportunities to work together in burlesque, it was easy to flirt. They did not go on dates, other a friendly lunch or two, but did make out in a car once in or around early to mid-2015.

43. However, each of the two occasions Ms. Sison and Ms. Deveraux had sex (on November 1, 2015 and January 2, 2016, respectively), it was consensual.

44. As a threshold matter, Ms. Sison and Ms. Deveraux were not alone during their first sexual encounter on November 1, 2015. Another performer, Defendant Louisa Versaw a/k/a "Dolly Debutante," was also present in the hotel room, and had never (until recently) accused Ms. Sison's and Ms. Deveraux's intimacy that night of being non-consensual.

45. On November 1, 2015, Ms. Sison took selfies on her own phone and Ms. Deveraux's phone, while they were in bed together (alone and with Ms. Versaw). The next day, Ms. Sison sent numerous text messages to Ms. Deveraux, revealing nothing awry in the previous night.

46. In fact, Ms. Sison often posted publicly on her social media profiles (including Facebook, Instagram and Tumblr), before, after, *and even during*, the times she and Ms. Deveraux were intimate—belying any post-hoc accusation that their intimacy was anything but consensual.

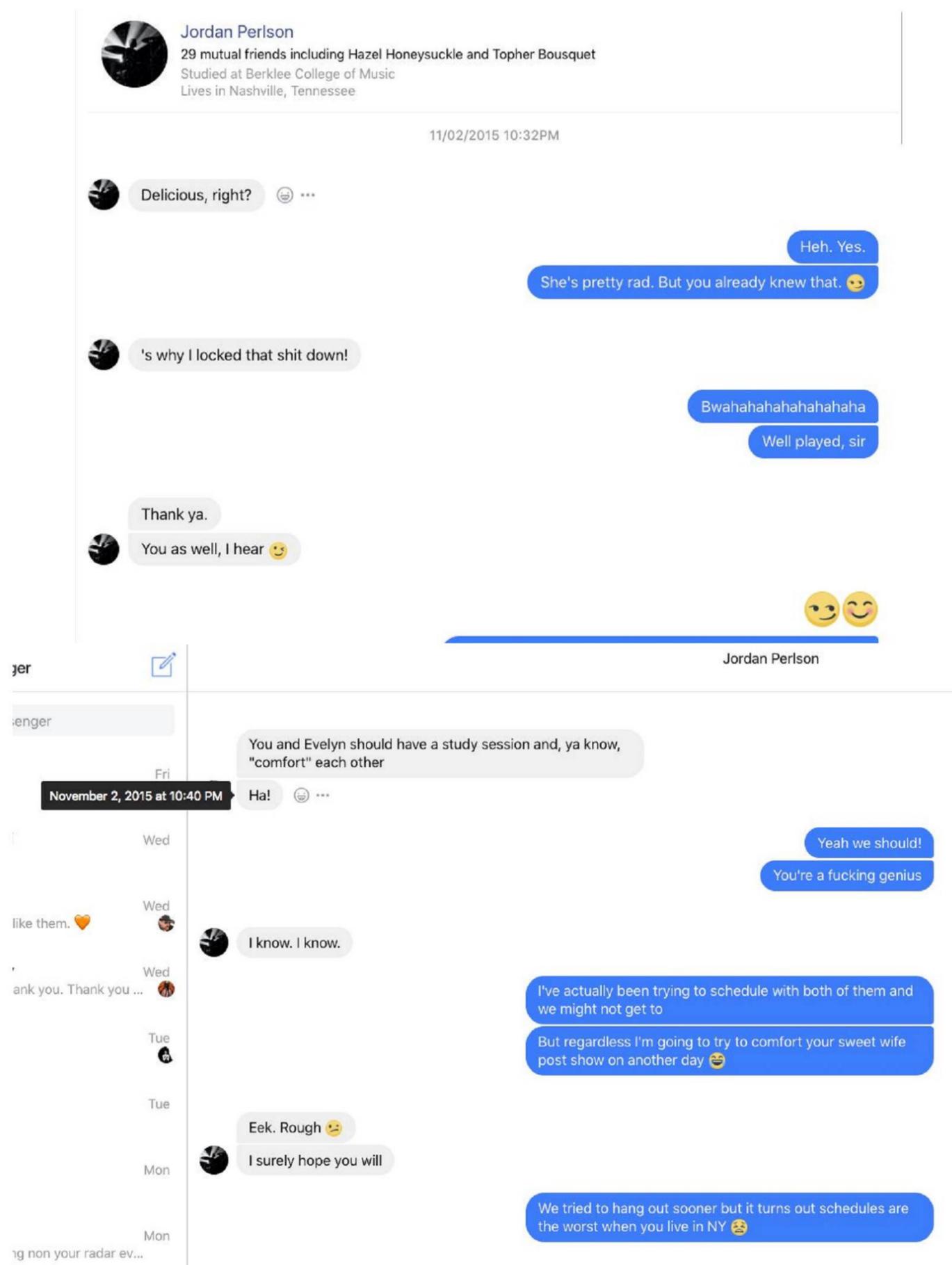
47. For instance, on January 2, 2016 at 12:42 PM, *when Ms. Deveraux was invited to and likely in Ms. Sison's hotel room* in Bermuda before a performance and during and/or around the time Ms. Sison and Ms. Deveraux were intimate together that morning, Ms. Sison posted on her Twitter account (@EvelynVinyl):



48. Moreover, a review of available text messages, Facebook messages, phone records, contemporaneous pictures and other correspondence make it clear that Defendant's allegations that Ms. Deveraux "sexually assaulted" Ms. Sison are false.

49. Ms. Sison texted Ms. Deveraux hundreds of times on and between November 1, 2, 3, 4, 5, 6, 7, 8, 18, 27, 29, 30 and December 2, 8, 10, 17, 29 of 2015. They continued to perform together. They even have lunch together on December 29, 2015. At no point did Ms. Sison express discontent, anger, sadness, confusion or uncertainty about the nights they spent together.

50. In fact, Ms. Sison’s husband—who was aware of and consented to her relationship with Ms. Deveraux—often sent text messages to Ms. Deveraux the day or night following Ms. Sison’s and Ms. Deveraux’s sexual encounters, of which he was informed by Ms. Sison, in which he expressed *Ms. Sison’s approval* of her consensual, intimate encounters with Ms. Deveraux:



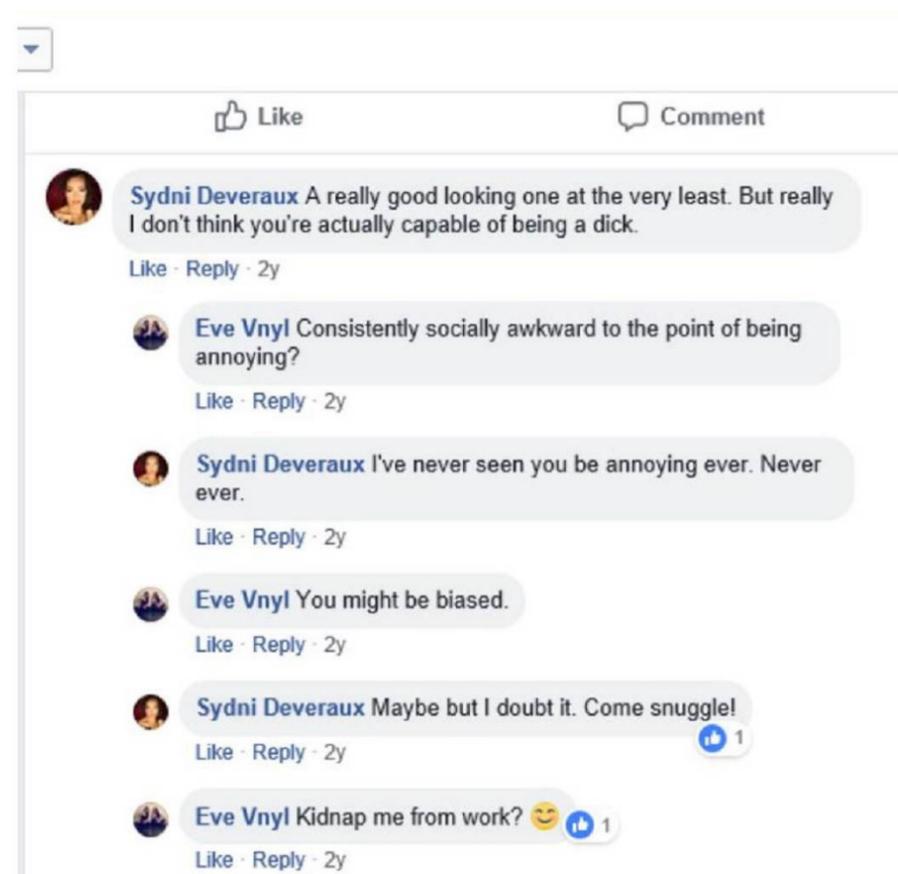
51. Indeed, during the over three-year period after the few times Ms. Sison and Ms.

Deveraux had consensual sex, their relationship was friendly, cordial and professional. Ms. Sison sent hundreds of texts to Ms. Deveraux, none of which had the imprimatur of the illegal activity that Ms. Deveraux is now accused.

52. For example, on November 8, 2015, just a week after the night of November 1, 2015 where Ms. Deveraux and Ms. Sison were intimate, Ms. Sison wrote a Facebook message stating, as follows:



53. Then, Ms. Sison and Ms. Deveraux had the following (public) exchange in the comments to her November 8, 2015 Facebook post:



54. As they had before the event in question, Ms. Sison and Ms. Deveraux performed together several times a week, until Ms. Sison moved to Nashville, Tennessee in the summer of 2016. However, even after Ms. Sison left New York, she would return to perform with Ms. Deveraux for the next year or so. Indeed, Ms. Sison and Ms. Deveraux performed together with Wasabasso *over 14 times* between January 9, 2016 and November 5, 2016—without any event.

55. In other words, any expression that Ms. Deveraux committed “sexual assault” against Ms. Sison is patently and demonstrably false. The above statements are knowingly and materially false and were made to defame the Plaintiff.

The Friendship Fallout and the New, False Allegation of Sexual Assault

56. In or about May 16, 2016, Ms. Sison invited Ms. Deveraux to her going away party.

57. A few months prior, Ms. Deveraux began to date another person, Luna—who Ms. Sison also knew.

58. While Ms. Deveraux expected some animosity to exist between her and Ms. Sison, given their personal (and intimate) relationship had waned, and the fact that Ms. Deveraux began dating someone else, on the contrary, Ms. Sison and Ms. Deveraux were still cordial.

59. In fact, when Ms. Deveraux emailed Ms. Sison to ask was it okay for Ms. Deveraux to bring her new girlfriend, Luna, to Ms. Sison’s going away party, Ms. Sison replied: “Yup! She’s on this email actually.”

60. Around or after late May 2016, Ms. Sison moved to Nashville with her husband and her and Ms. Deveraux’s relationship became distant and their conversations less frequent.

61. As a result, on March 28, 2017, Ms. Deveraux wrote an email to Ms. Sison, checking in and inquiring as to why their friendship recently soured. Ms. Deveraux sent the email

because she knew that Ms. Sison would be returning to New York to perform with her sometime in the future, so she wanted to give her an opportunity to clear the air.

62. Ms. Sison did not respond to Ms. Deveraux's March 28, 2017 email.

63. Then, on April 15, 2017, Ms. Sison and Ms. Deveraux again performed together with Wasabasso at City Winery in New York.

64. At that event, Ms. Sison did not interact with Ms. Deveraux neither after nor more than a single "hi" in response to Ms. Deveraux's "hello".

65. As a result of Ms. Sison's lack of responsiveness to Ms. Deveraux's email and lack of communication at the April 15, 2017 performance, Ms. Deveraux decided to keep her peace and disassociate with Ms. Sison.

66. Between April 16, 2017 and September 7, 2018 (nearly 17 months), Ms. Sison and Ms. Deveraux have no communications or interactions whatsoever.

67. Then, on September 7, 2018, Ms. Sison oddly appeared backstage at one of Ms. Deveraux's performances in New York. Upon information and belief, Ms. Sison was invited backstage by a Wasabasso producer, but Ms. Sison did not perform in the show herself.

68. Given the history above, Ms. Deveraux stated that she did not want to be near or around Ms. Sison backstage, since it had been made clear that Ms. Sison was upset with Ms. Deveraux about something. As such, Ms. Deveraux exited the backstage area and remained away until Ms. Sison left at the request of a Wasabasso producer.

69. Later that same night, September 7, 2018, the Wasabasso producer inquired with Ms. Sison as to why she had not been communicative with Ms. Deveraux.

70. According to the Wasabassco producer, Ms. Sison claimed, for the first time, that the consensual, sexual interaction between Ms. Sison and Ms. Deveraux on November 1, 2015, was “basically assault.”

71. Thereafter, on or around October 17, 2018 to October 28, 2018, Defendants wrote emails, text messages and Facebook posts repeating Ms. Sison’s false accusations of sexual assault.

72. Unbeknownst to Plaintiff at the time, sometime in *late 2017*, Ms. Sison told the Wasabassco producer (during a conversation on October 17, 2018) that she told Defendants Ms. Bridgforth and Ms. Kornegay (and upon information and belief, other third parties), the false allegations of sexual assault.

Defendants Communicate the False Accusations

73. By email dated October 17, 2018, Defendant Ms. Bridgforth writes to Ms. Deveraux and two other third parties (the “Bridgforth October 17th Email”):

Sydni and Production team,

Your email comes at a fitting time, as I had been preparing to share my thoughts about working with Wasabassco.

I do not feel comfortable working with the organization any longer. This indeed comes painfully, because **I do love working at Bathtub Gin**. However, I have found that the business practices are unethical, non-transparent, and unreceptive to criticism or questioning. I have felt ostracized and punished by the organization whenever I have raised concerns about these practices, including tipping and booking policy.

Most importantly, though, is the fact that Wasabassco does not take care of its own performer community. When **a beloved performer was sexually assaulted a few years ago by a Wasabassco producer**, she was emotionally devastated, and subsequently ignored after reaching out for help about the incident. Instead, the company chose to support the producer

instead of the victim. I am one of many performers who is disgusted by this behavior.

For these, and other reasons, I will no longer be working with Wasabassco, effective immediately. If you have any further questions, I can be available to discuss over the phone as a courtesy.

I wish you all the best of luck,
Boo Bess

(Emphasis added).

74. The Bridgforth October 17th Email is false, misleading and disparaging insofar as it accuses Plaintiff, referred to and understood by those reading it to be the “producer,” of “sexually assault[ing]” another performer “a few years ago.” As set forth above, Ms. Deveraux had not, and has never, committed sexual assault.

75. Then, by email dated the same October 17, 2018, Defendant Ms. Versaw writes to Ms. Deveraux and two other third parties (the “Versaw October 17th Email”):

To Wasabassco Producers:

I learned some disturbing information: **a Wasabassco producer sexually assaulted a Wasabassco performer.** I am deeply upset by the knowledge that this happened and even more sickened to learn that when the victim courageously brought her complaint to another producer, it was brushed under the rug.

* * *

I feel unsafe and I can no longer work for your LLC. I’m submitting my resignation now.

Thank you for all the work over the years and **I will very much miss kittinging at Bathtub Gin.**

(Emphasis added).

76. The Versaw October 17th Email is false, misleading and disparaging insofar as it accuses Plaintiff, referred to and understood by those reading it to be the “producer,” of “sexually

assault[ing]” another performer. As set forth above, Ms. Deveraux had not, and has never, committed sexual assault.

77. Indeed, Ms. Versaw was acutely aware that these allegations were false, because she was physically present in the hotel room throughout the night in question when the assault supposedly occurred.

78. Then again on the same October 17, 2018, a third burlesque performer submitted her “resignation” to Wasabassco.

79. Devastated by these false accusations and given that three of Ms. Deveraux’s co-performers had abruptly quit the troupe she headlined, Ms. Deveraux, and the third parties who had received the defamatory emails set forth above, made a series of phone calls and discovered that Defendant Ms. Kornegay was also aware of the new, false allegation of sexual assault.

80. Critically, Plaintiff also discovered that Defendant Ms. Bridgforth had been concocting a plan to undermine and usurp business from Ms. Deveraux vis-à-vis her role at Wasabassco.

81. While the references in the Bridgforth October 17th Email and the Versaw October 17th Email to “Bathtub Gin” seemed innocuous, their allusions to same (i.e., to one of the venues where Ms. Deveraux produced shows under the umbrella and as the face of Wasabassco, and where Wasabassco had exclusivity) were serendipitous and calculated. Specifically, at the same time Defendants were sending these emails resigning from the Ms. Deveraux-led troupe, they had been communicating with Bathtub Gin’s manager and owner—seeking to take over Wasabassco’s (and, in turn, Ms. Deveraux’s) thrice weekly performance there.

82. On October 17, 2018, a Wasabassco producer speaks to Ms. Sison on the phone, and she admits that Ms. Bridgforth and Ms. Versaw had asked for her permission to use her false

allegations of sexual assault in their resignations. Ms. Sison also informed the Wasabassco producer that she told Ms. Bridgforth and Ms. Versaw that “what they wanted to do was up to them.”

83. However, Defendants’ plan to destroy Ms. Deveraux’s reputation did not end there.

84. On October 19, 2018, Defendant Ms. Versaw spoke on the telephone with a Wasabassco producer while the producer was in Chicago for a performance and discussed the allegations set forth above, including Ms. Versaw’s resignation. Ms. Versaw recorded the phone conversation without the Wasabassco producer’s knowledge and/or consent.

85. On or around that same date, Ms. Versaw played and/or shared the illegally recorded phone conversation (upon information and belief, wherein she repeated her false accusations of sexual assault by Plaintiff) with various people, including, *inter alia*, Lauren Lieberman, Robert Linhares, Defendant Ms. Bridgforth, and Emily Mijatovic.

86. By Facebook message dated October 19, 2018, Defendant Ms. Kornegay, writing under her professional burlesque Facebook profile “Medea Natchez (Medianoche),” wrote to Luna, Ms. Deveraux’s ex-girlfriend, as follows (the “Kornegay October 19th Message”):

DEFENDANT KORNEGAY: Hi Luna! Sorry to message you out of the blue! I’m not sure if you’ve heard about the current shitstorm happening this die of the burlesque pond, but I’d love to tell you about it if you haven’t and get your insight if you have.

* * *

It’s come out that Sydni pushed boundaries with and assaulted a performer (keeping her private) whom she used to date. I did know about it before, but didn’t say anything as the performer in question just wanted the whole thing to go away.

* * *

I fully believe the performer and wanted to reach out to you since I know you and Sydni were close, and wondered if you had any insight you’d like to privately share.

LUNA: Holy Fuck. Sorry love, this kinda has my head swimming at the moment. I do have some insight on the aftermath of her and Evelyn but not much more I'm afraid. She was respectful when we were together. . .

* * *

DEFENDANT KORNEGAY: I'm glad she was respectful, and I wanted to make sure you were okay. I'm meeting Sydni tomorrow to hear her side of things. . .

87. The Kornegay October 19th Message is false, misleading and disparaging insofar as it accuses Plaintiff of “assault[ing] a performer. . .she used to date.” As set forth above, Ms. Deveraux had not, and has never, committed assault or sexual assault.

88. On October 21, 2018, Plaintiff met with Ms. Kornegay to speak with her about the allegations. During their conversation, Ms. Kornegay admitted that she was aware of Ms. Sison's false claims since late 2017—but she “never brought it up” because, among other reasons, she did not feel “unsafe” around Ms. Deveraux during the numerous occasions they performed together and that she thought they “were friends.” Furthermore, during that October 21, 2018 conversation, Plaintiff denied the allegations of sexual assault and explained and recapped in detail Plaintiff's consensual interactions with Ms. Sison—including the fact that they were intimate again, *after* the night that Ms. Sison now claims an assault occurred.

89. Apparently convinced that the truth would foil Defendants' scheme, Ms. Kornegay is undeterred and purports to repeat and/or spread the false allegations to many more third parties.

90. By text message dated October 28, 2018, Ms. Kornegay wrote to two Wasabasco producers (the “Kornegay October 28th Message”), falsely accusing “Sydni” of mispresenting the exact time she, Ms. Versaw and Ms. Sison left the Nomad Hotel “the morning after night of the alleged assault, October 31, 2015 [*sic*].”

91. The Kornegay October 28th Message is false, misleading and disparaging insofar as it accuses Plaintiff of “assault.” As set forth above, Ms. Deveraux had not, and has never, committed assault or sexual assault.

Defendants’ Plan to Destroy Ms. Deveraux’s Life and Career in Entertainment

92. Thereafter, and continuing to the present, Defendants’ malicious campaign spreads to venues, third parties and clubs throughout the burlesque community.

93. For instance, Spellbound is one of the leading burlesque performance troupes in Arizona and routinely attracts talent from around the country to produce and/or perform burlesque in Phoenix, Arizona—including, until recently, Plaintiff. Spellbound’s producers and members include burlesque performers, Jenna Tapley, known professionally as “Maxi Millions” and Tiffany Jordan, known professionally as “Frankie Fillmore”.

94. On October 29, 2018, Spellbound’s producer Frankie Fillmore sent a message to Ms. Deveraux, asking to speak with her.

95. On that same evening, Ms. Fillmore and Ms. Deveraux spoke via telephone wherein Ms. Fillmore informed Ms. Deveraux that she had been contacted by a third party, who told her that Ms. Deveraux had been accused of “sexual assault.”

96. As an unfortunate consequence of the false allegations, Ms. Fillmore stated that Ms. Deveraux could no longer work with or for Spellbound Burlesque.

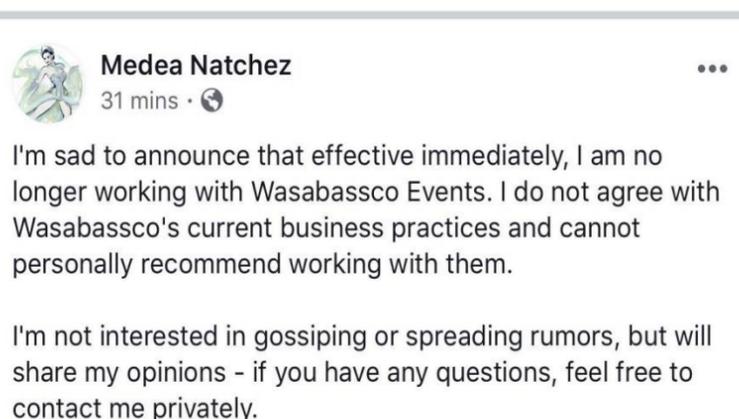
97. Ms. Deveraux asked repeatedly for Spellbound to inform her of who communicated the false and defamatory accusations to them, and how. However, Spellbound’s producers have refused to disclose the identity or otherwise cooperate with Ms. Deveraux’s investigation into the malicious defamer(s), absent a subpoena or a release from Ms. Deveraux.

98. On November 7, 2018, Lauren Liberman (a friend of Defendants) informs a Wasabassco producer that the false allegations concerning Plaintiff were spread to her by, *inter alia*, Defendants Ms. Bridgforth and Ms. Versaw.

99. On December 12, 2018, David Oslonov a/k/a “Dave Oz” (the owner of Bathtub Gin) called a Wasabassco producer to inform them that the troupe is terminated from the venue due to performers (upon information and belief, Defendants) contacting him about the “problems with Wasabassco’s business”—to wit, the sexual assault allegations against Ms. Deveraux. Mr. Oz also told the Wasabassco producer that Defendants Ms. Bridgforth and Ms. Versaw would be immediately assuming Wasabassco’s usual residence—without Ms. Deveraux.

100. Approximately sixty percent of Ms. Deveraux’s annual income from burlesque performance was generated via Bathtub Gin. Thus, the loss of that venue that Ms. Deveraux produced at for four years (among other venues in two other cities), especially under the context and circumstances set forth herein, has cost Ms. Deveraux her livelihood—as well as her reputation.

101. Then, by Facebook post dated December 16, 2018 (the “Kornegay December 16th Facebook Post”), Defendant Ms. Kornegay, writing under her public, professional burlesque Facebook profile “Medea Natchez (Medianoche),” (where she has over 700 friends—most of whom are fans, venue owners and/or the ultimate consumers of burlesque entertainment), stated as follows:



102. On that same date, Ms. Kornegay responded via Facebook message (the “Kornegay December 16th Facebook Message”) to another third party (who is a friend of Plaintiff) inquiring about the details in the Kornegay December 16th Facebook Post:



103. The Kornegay December 16th Facebook Post and the Kornegay December 16th Facebook Message are false, misleading and disparaging insofar as they publicly accuse Plaintiff of committing “sexual assault,” and were understood by those who read them to be of and concerning Plaintiff.

104. On the same December 16, 2018, Defendants each perform at Bathtub Gin, in Ms. Deveraux’s (and Wasabassco’s) former timeslots.

105. In fact, on and before December 16, 2018, and as of the date of this complaint, the images and advertisements on Bathtub Gin’s website for the burlesque performances under their

“Entertainment” section, include and prominently feature Ms. Devereaux. *See* (www.bathtubginnyc.com/entertainment/).

106. Thus, when consumers of burlesque performances at Bathtub Gin made reservations for those timeslots and burlesque performances, which are usually sold out weeks in advance, upon information and belief, they did so expecting to see Ms. Deveraux on December 16, 2018—as she had performed routinely for the past four years.

107. Instead, consumers were misled, and likely disappointed to be entertained only by Defendants, and not Ms. Deveraux—as Defendants’ had planned all along when they concocted and manipulated this web of lies and deceit.

108. Defendants’ unlawful conduct is causing and will continue to cause harm to Plaintiff and her business.

109. Plaintiff has no adequate remedy at law for the relief requested herein below.

FIRST CAUSE OF ACTION

False Advertising in Violation of the Lanham Act under 15 U.S.C. § 1125(a)(1)(B)

110. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

111. Defendants’ publication of false and misleading statements about Plaintiff and Plaintiff’s services constitutes false advertising in violation of 15 U.S.C. § 1125(a)(1)(B).

112. Defendants’ publication of false and misleading statements about Plaintiff and Plaintiff’s services is likely to deceive consumers as to the nature and quality of Plaintiff and Plaintiff’s services.

113. As a direct and proximate result of Defendants’ unlawful acts, Plaintiff has

suffered and will continue to suffer significant monetary and reputational injury in amounts to be determined at trial.

SECOND CAUSE OF ACTION
Unfair Competition

114. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

115. Defendants published and/or uttered various false and defamatory statements about Plaintiff to the public and to a significantly large number of other burlesque performers, producers and venues who sponsor such entertainment, to divert those consumers, business partners and opportunities that were exclusive and/or accessible to Plaintiff, to Defendants' competing burlesque business and services.

116. Defendants also posted false and defamatory statements about Plaintiffs online.

117. As set forth above, Defendants posted—on a widely-disseminated, public forum—misleading and defamatory statements and misrepresentations about Plaintiff concerning the nature, characteristics and/or quality of Plaintiff's services.

118. Specifically, Defendants manipulated an aspect of Plaintiff's personal life (of which they had no personal knowledge) in an effort to destroy a woman who built her entertainment career up over several years by her own fortitude, grace and will, all for their own person gain.

119. The false and misleading representations set forth above were made in the scope of commerce by competitors who then hijacked *Plaintiff's own promotion* of her services.

120. Moreover, Defendants' actions did harm Plaintiff and made Plaintiff believe that she would be damaged by Defendants' misrepresentations.

121. Upon information and belief, by posting their false statements publicly, and by offering to speak to Plaintiff's friends, customers and potential customers and investors about Plaintiff's alleged wrongdoing, Defendants intended to use their defamatory statements as a means to generate business by turning business away from Plaintiff and redirecting them to Defendants directly.

122. Considering Defendants knew that their statements concerning Plaintiff were false and/or at best, misleading, Defendants had no justification to assert the misrepresentations other than to harm Plaintiff's business by exploiting the earned reputation of Plaintiff and coopting Plaintiff's image and goodwill for Defendants' own (negative) advertising.

123. These acts and others stated above constitute a pattern of common law unfair competition, entitling Plaintiff to the recovery of compensatory and punitive damages and attorney's fees.

THIRD CAUSE OF ACTION
Violation of N.Y. GBL § 349

124. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

125. The above acts by Defendants constitute deceptive acts or practices in the conduct of business, trade or commerce or in the furnishing of services in this state.

126. Plaintiff is entitled to recovery of compensatory and punitive damages for willful violation of N.Y. GBL § 349, in an amount to be proved at trial, including compensation for Plaintiffs' time, effort and attorney's fees.

FOURTH CAUSE OF ACTION
Slander *Per Se* and Libel *Per Se*

127. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

128. Defendants have intentionally made knowingly false statements of fact about Plaintiff via email, in person and on the Internet.

129. These statements were made maliciously and willfully and were intended to cause harm to Plaintiff's business and reputation.

130. The aforementioned statements were false when made and Defendants knew or should have known that the statements were false when made.

131. These statements were made maliciously and willfully and were intended to cause harm to Plaintiff's personal and professional reputation. The statements were made with reckless disregard for their truth or falsity or with knowledge of their falsity and with wanton and willful disregard of the reputation and rights of Plaintiff.

132. The aforementioned statements were made of and concerning Plaintiff and were so understood by those who read Defendants' publication and/or utterance of them.

133. Among other statements, Defendants falsely accused Plaintiff of committing "sexual assault" against another burlesque performer.

134. Defendants' false statements of fact tend to injure Ms. Deveraux in her business trade and/or profession and falsely charge Ms. Deveraux with a serious crime.

135. These statements were false, and were published to third parties in this county, through the country, and across the Internet.

136. As a result of Defendants' acts, Plaintiff has suffered irreparable damage to her

reputation and further damages in the form of lost sales and profits from performance and instruction opportunities, including those with Bathtub Gin, in an amount to be determined at trial.

137. As a result of the willful and malicious nature of the defamation, Plaintiff is entitled to punitive damages.

FIFTH CAUSE OF ACTION

Tortious Interference with Contractual Relations and Prospective Contractual Relations

138. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

139. Plaintiff had existing contracts with her customers and venues and prospective customers, and reasonably expected that her contractual relationships with her current customers would continue into the future.

140. Defendants knew of Plaintiff's contracts and prospective business opportunities, as they were co-performers and colleagues with Plaintiff.

141. By the wrongful conduct described above, Defendants internationally and improperly interfered with Plaintiff's contracts with her customers and prospective customers and did so with the intent and purpose of damaging Plaintiff's business and reputation.

142. Defendants' interference caused Plaintiff's customers confusion and to cease doing business with Plaintiff. In at least once instance, Plaintiff lost at least \$30,000 annually in revenue from a single venue, that cancelled Plaintiff's expected performances, after Defendants repeated the false allegations set forth above to the owner of the venue.

143. As a result of Defendants' actions, Plaintiff has been and continues to be damaged in an amount to be determined at trial, but in no event less than \$500,000.

144. Plaintiff has also suffered and will continue to suffer irreparable harm in the form of damage to her reputation as a result of Defendants' conduct described herein.

145. While an award of damages may be adequate to compensate Plaintiff for the loss of particular contracts or customers, an award of damages will not be adequate to compensate Plaintiff for the damage to her reputation caused by Defendants. Plaintiff has suffered and will continue to suffer irreparable harm unless injunctive relief is granted.

SIXTH CAUSE OF ACTION
Prima Facie Tort

146. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

147. Defendants published and uttered the above statements concerning Plaintiff, with the specific intent and desire to injure Plaintiff by fraud and deceit. Defendants' course of conduct in doing so was motivated by spite and malevolence and has no legal justification.

148. By reason of the foregoing, Defendants have caused irreparable harm to Plaintiff's personal and professional reputations, putting the future of her business and career in jeopardy—as well as her ability to defend her reputation.

149. As a result of Defendants' past and continued wrongful acts, Plaintiff has suffered damages in the form of, *inter alia*, lost clients, lost performance engagements, and lost resulting revenue from both.

150. In addition, Plaintiff has suffered and will continue to suffer irreparable harm unless injunctive relief is granted.

SEVENTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress

151. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

152. Defendants statements that Ms. Deveraux is an abuser who committed sexual assault occurred intentionally with a desire to harm Ms. Deveraux.

153. Defendants repetition and repeated publication of false statements accusing Ms. Deveraux of “sexual assault” was intentionally made for the sole purpose of harming Ms. Deveraux.

154. The manner by which Defendants sought to harm Ms. Deveraux, including the steps described herein via uttering the defamatory statements to the burlesque community, directly to Ms. Deveraux’s friends, ex-partners and business acquaintances, and communicating with the public at large, was extreme and outrageous.

155. As a result of Defendants’ past and continued wrongful acts, including, *inter alia*, besmirching Ms. Deveraux’s reputation and accusing her of heinous crimes, Ms. Deveraux has experienced extreme emotional distress.

156. Living out in the open as a woman with sexual agency has always been supremely important to Ms. Deveraux, and Defendants’ extreme conduct has stripped Ms. Deveraux of that agency, causing her to lose sleep and suffer panic attacks from anxiety, stress and depression.

157. As a result of Defendants’ past and continued wrongful acts, including by falsely accusing a sex worker of sex crimes, the character and reputation of Ms. Deveraux were harmed, and she suffered mental anguish, shame and personal humiliation.

158. As a direct and proximate result of Defendants' past and continued wrongful acts, Ms. Deveraux has been materially and substantially damaged in an amount to be proved at trial, including compensation for Ms. Deveraux's time, effort and attorney's fees.

EIGHTH CAUSE OF ACTION
Harassment in Violation of N.Y. Penal Code § 240.26

159. Plaintiff repeats and incorporates herein by reference each and every one of the allegations contained in paragraphs 1 through 109, with the same force and effect as if set forth in detail herein again.

160. As set forth above, Defendants engaged in a course of conduct and/or repeated committed acts which alarm and/or seriously annoy Plaintiff, and which served no legitimate purpose.

161. Defendants committed said acts with the specific intent to harass, annoy and/or alarm Plaintiff.

162. As a direct and proximate result of Defendants' past and continued wrongful acts, Ms. Deveraux has been materially and substantially damaged in an amount to be proved at trial, including compensation for Ms. Deveraux's time, effort and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants awarding Plaintiff:

1. actual damages in an amount to be determined at trial;
2. exemplary or punitive damages in an amount appropriate to punish Defendants and to make an example of Defendants to the community;
3. a Permanent Injunction enjoining and restraining Defendants and their respective agents, servants, employees, successors and assigns, and all other persons acting

- in concert with or in conspiracy with or affiliated with Defendants, from disparaging or otherwise posting defamatory statements about Plaintiff;
4. an Order at the conclusion of the present matter directing Defendants to undertake such remedial efforts as the Court deems necessary to restore Plaintiffs' reputation, including, but not limited to a public apology and retraction;
 5. attorney's fees and costs as permitted by law; and
 6. such other relief as the Court deems just and equitable under the circumstances.

Dated: Brooklyn, New York
December 22, 2018

Respectfully submitted,

Lewis & Lin, LLC

/s Justin Mercer

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