

SUPREME COURT of the STATE of NEW YORK
COUNTY OF NEW YORK

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Haitian Flag Day Parade, Inc. and Lionel Lamarre,
LAMARRE PRODUCTIONS INC., HAITIAN DAY
PARADE INC.,

Plaintiffs,

vs.

Glenda Elie, Elie Enterprises LLC, Jensen Desrosiers,
JD & Associates Global LLC, Jackson
Rockingster, Gerard Cadet, Little Haiti BK, Inc.,
Stephanie Pierre, The Melanin Project LLC,

Defendants

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Index No.:

SUMMONS

Venue is based on CPLR §503(a) - county in which a substantial part of the events or omissions giving rise to the claim occurred

To the above named defendant(s)

YOU ARE HEREBY SUMMONED to serve an answer to the complaint in this action, or if the complaint is not served with the summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to serve an answer or appear, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Greenvale, New York
March 8, 2024

Law Office of Henry Graham P.C.

Yours, etc.,

Henry M. Graham, Esq.

By: Henry Graham, Esq.
Attorney for Plaintiff
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COUNTY OF NEW YORK

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Haitian Flag Day Parade, Inc. and Lionel Lamarre,
LAMARRE PRODUCTIONS INC., HAITIAN DAY
PARADE INC.,

Index No.:

Plaintiffs,

vs.

COMPLAINT

Glenda Elie, Elie Enterprises LLC, Jensen Desrosiers,
JD & Associates Global LLC, Jackson
Rockingster, Gerard Cadet, Little Haiti BK, Inc.,
Stephanie Pierre, The Melanin Project LLC,

Defendants.

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Plaintiff, by its attorneys, LAW OFFICE OF HENRY GRAHAM P.C. complaining of the

Defendants, alleges the following.:

PARTIES

1. At all times hereinafter mentioned Plaintiff, Haitian Flag Day Parade, Inc., (hereinafter “HDP”) is a New York corporation actually conducting business in the State of New York.
2. Plaintiff, Lionel Lamarre (hereinafter “Lionel”), is the individual who is the President and founder of Haitian Flag Day Parade Inc. and is a resident of Nassau County.
3. Plaintiff, Lamarre Productions Inc., is a New York Corporation actually doing business in the State of New York.
4. Plaintiff Haitian Day Parade Inc., is a New York Not-for-Profit Corporation actually doing business in the State of New York.
5. Defendant, Glenda Elie (hereinafter “Elie”) is an individual who is the Secretary of HDP and is a resident of Brooklyn.

6. At all times hereinafter mentioned Defendant, Elie Enterprises LLC, is a New York Limited Liability Company actually conducting business in the State of New York.
7. Defendant, Jensen Desrosiers (hereinafter “Desrosiers”) is an individual who is the Vice Chair of HDP and is a resident of Brooklyn.
8. At all times hereinafter mentioned Defendant, JD & Associates Global LLC, is a New York Limited Liability Company actually conducting business in the State of New York.
9. Defendant, Jackson Rockingster (hereinafter “Rockingster”) is an individual who is the Executive Director of Little Haiti BK, Inc. and is a resident of Brooklyn.
10. Defendant, Gerard Cadet (hereinafter “Cadet”) is an individual who is the Vice Chairman of Little Haiti BK, Inc. and is a resident of Brooklyn.
11. At all times hereinafter mentioned Defendant, Little Haiti BK, Inc., is a New York not-for-profit corporation actually conducting business in the State of New York.
12. Upon information and belief, Defendant Stephanie Pierre, is an individual residing in the State of New York.
13. Upon information and belief, Defendant The Melanin Project LLC is a New York Limited Liability Company, actually doing business in the State of New York.

FACTUAL BACKGROUND

1. Lionel has dreamed of creating something special for the Haitian community, for more than twenty-five (25) years.
2. In or about 2017, Lionel incorporated the Plaintiff entity, Haitian Flag Day Parade, Inc (hereinafter “HDP”) in 2017 and began taking steps to make my dream a reality. Lionel spoke to many people in our community, locally in New York as well as in Haiti to get ideas, make

connections and put the pieces in place to put create the first ever Haitian Day Parade on the 220th anniversary of the Haitian Flag.

3. Lionel believed he was in a great position to organize and put everything together because his primary business was as a promoter, operating under the Plaintiff entity, Lamarre Productions Inc.

4. In 2018, Lionel met with the then borough president, Eric Adams and discussed the possibility of establishing the Haitian Day Parade.

5. Finally, in 2022 Lionel was able to get a team of people together who believed in him and his dream and in or about July 2022, Plaintiff started holding held weekly meetings at Lionel's own cost and expense. The purpose of HDP was to support Haitians and cultivate Haitian culture in the New York City area.

6. At the meetings, HDP and its participants discussed the possibility that the City of New York would host the first Haitian Day Parade in Manhattan. This was a big deal because there had never been any other Haitian Parades or festivals, held in Manhattan.

7. The goal was to have the parade go down fifth avenue, and HDP's contacts were going to speak to the mayor's office because a special permit and approval was required.

8. The HDP planning committee was able to secure a meeting with the mayor's office on July 27, 2022. In attendance at the initial meeting with the Mayor's office was Ingrid Martin, representing the Mayor, Lionel, Glenda Elie, and her partner Jensen Desrosiers.

9. Unfortunately, HDP were unable to secure the required approvals to have the parade on 5th avenue because New York City was no longer accepting new parade applications for 5th Avenue, but the mayor's office agreed to provide HDP with a different parade route.

10. One of the main individuals who was helping Lionel and HDP was Defendant, Glenda Elie (hereinafter “Elie”) whom Lionel appointed as the Secretary of HDP.

11. Lionel also appointed Defendant, Jensen Desrosiers (hereinafter “Desrosiers”) as the Vice Chair of HDP.

12. Ms. Ingrid Martin, who represents the Mayor’s Office was extremely instrumental in getting the Haitian Day Parade off the ground.

13. After the initial meeting with the mayor’s office our planning committee continued to prepare for the parade, including speaking to people about different sponsorships to financially support the parade.

14. At that point in time, Lionel was personally paying for the costs of the parade, but additional funding was required from additional sponsors to make the event special.

15. On August 24, 2022, Glenda sent an email to Ingrid Martin confirming that Lionel was the president and Founder of HPD.

16. Lionel was in charge and ran the weekly meetings with the planning committee.

17. In September 2022, Lionel met with Defendant Jackson Rockingster to secure a sponsorship from Defendant Little Haiti BK Inc. (“Little Haiti”).

18. Upon information and belief, Jackson Rockingster, Executive Director and Gerard Cadet, Vice Chair control Little Haiti BK, Inc.

19. Jackson confirmed at the meeting Little Haiti would be a sponsor for the parade for \$20,000.00.

20. Production for the parade was initially taking place at Jensen’s office, which Lionel and Lammare Productions rented for \$4,500.00, but at some point, he refused to allow production to continue so Plaintiffs had to find another location, and Jackson was willing to rent HDP space.

21. As with everything else, Lionel personally paid the monthly rent to Jackson.
22. On October 21, 2022, a representative from the mayor's office sent an email to HDP requesting meeting dates regarding the permit application that HDP intended to file.
23. On October 23, 2022, Glenda sent an email to the mayor's office confirming the composition of HDP's board.
24. On October 31, 2022, the initial parade permit application was submitted by Debbie Louis.
25. Plaintiffs then hired consultants to help with production and all other facets necessary to ensure the parade would not face any issues.
26. Specifically, Lionel was able to secure Erol Josue as the Curator. Erol lives in Haiti but is a well-known performer and because of Lionel's relationship with him, he agreed to help. However, because he lived in Haiti, and HDP needed him to be present in New York every so often, Lionel would personally pay to fly him to New York.
27. HDP also hired Michel Chatagne as the designer.
28. Stephanie Pierre of The Melanin Project LLC was hired specifically to be the Brand Marketer but had no affiliation or interest financially in HDP.
29. In December 2022, Lionel attended every planning committee meeting other than when Lionel was hospitalized.
30. Glenda was at every meeting, and no one ever questioned Lionel's role in the creation and production of this venture.
31. In January 2023, Glenda sent an email to the mayor's office representing that she was the Secretary of HDP.

32. On January 12, 2023, Stephanie had arranged a meeting with the Brooklyn Museum to hold an event to garner interest and buzz for the parade. HDP had wanted to host the event at the museum in May, prior to the parade but the only availability they could provide us was in August 2023.

33. The Brooklyn Museum had been trying to get Erol to perform there for quite some time, and when Lionel was able to assure them that Erol would perform at the museum, they gladly gave us the August date.

34. In the beginning of February 2023, a Zoom meeting was held with the mayor's office, where the parade route and obtaining the permits were addressed.

35. Due to an emergency medical issue, Lionel was not present at the meeting, but present at the meeting was Assembly Person Bichotte-Hermelyn, Glenda, Jensen, Debbie Louis and M. Mary.

36. At the end of the meeting, HDP was given a parade route down Central Park West and the date for the parade was scheduled for June 2023.

37. On March 23, 2023, the parade permit was approved and issued by NYPD and ultimately the City of New York Park & Recreation.

38. The Permit was issued to Haitian Flag Day Parade.

39. However, for reasons unknown to Lionel and HDP, Jensen and Glenda stopped working for HDP and started working against HDP.

40. On May 24, 2023, a permit was issued from the NYC parks department to Haitian Flag Day Parade Inc., so there could be bleachers for onlookers to sit.

41. On June 3, 2023, the Inaugural Haitian Day Parade was held in New York City which was a great success.

42. After the parade Assemblymember Rodneyse Bichotte Hermelyn announced that she was able to get funding from the City of New York which had been allocated to reimbursing the costs associated with the parade.

43. Lionel had spent more than \$500,000.00 to put the parade together.

44. On June 23, 2023, Elie and Desrosiers met with Assemblymember Rodneyse Bichotte Hermelyn to discuss the allocation of the funds.

45. However, in what was likely one of the first outright attempts to steal the Parade from HDP and Lionel, Elie represented that, Elie Enterprises LLC was as the producer of the parade.

46. Elie Enterprises is Elie's own company and represented to City officials that it was the property entity to receive the funding.

47. She also stated clearly and unequivocally that Defendant Desrosiers' company, JD & Associates Global LLC and the Melanin Project were her vendors.

48. Elie Enterprises LLC, JD & Associates Global LLC, Little Haiti BK, Inc. could not receive the funds allocated for the 2023 parade by the Assemblymember because they were required to submit proof of payment to the City before any funds were released.

49. Frantic that they could not provide paid invoices for expenses associated with the Parade, Jensen and Elie asked Lionel to provide them Lionel's invoices, receipts, and payments Lionel made so they could present them to the City as if Elie paid them.

50. Upon information and belief, they submitted subcontractor budgets and contracts to representing that JD & Associates and Elie Enterprises were paid, did pay money, or were still owed money.

51. On July 6, 2023, unbeknownst to Lionel and HDP, Elie, Elie Enterprises LLC, Little Haiti BK, Inc. and possibly others conspired to and caused a parade permit application to NYPD for the Second Annual Haitian Day Parade to be held on June 1, 2024.
52. On November 13, 2023, Lionel applied for a parade permit to the NYPD on behalf of Haitian Flag Day Parade, Inc. for the Second Annual Haitian Day Parade in New York City.
53. To Lionel's surprise on December 20, 2023, he received an email from Sergeant Vincent Durante of the NYPD that HDP's parade permit application was withdrawn/denied because Elie Enterprises LLC and Little Haiti BK, Inc. through Elie filed the 2024 Haitian Day Parade renewal permit application on July 6, 2023.
54. Elie Enterprises LLC and Little Haiti BK, Inc.'s parade permit application was approved by the NYPD and Thereafter the City of New York Parks & Recreation.
55. Elie used HDP's information and permit number without HDP or Lionel's permission or knowledge or the permission or approval by HDP to hijack the parade from me and HDP.
56. To take over the parade, Defendants, Elie, Elie Enterprises LLC, Desrosiers, JD & Associates Global LLC, Little Haiti BK, Jackson Rockingster and Gerard Cadet have been in contact with individuals in government to secure support to obtain and the 2024 parade permits holding themselves out as originators of the parade.
57. The defendants have conspired to take over the parade Lionel spent so many years dreaming of, which has cost him financially in a major way.
58. The 2023 was so successful Defendants hijacked the parade and permit from HDP to reap the financial benefits in 2024 and going forward.
59. Inexplicably on December 21, 2023, the Assemblymember emailed the NYPD stating that Glenda is the proper owner of the permit, Elie Enterprises LLC is the proper entity to be on

the permit, and that I and HDP have nothing to do with the parade, despite being fully aware of Lionel and HPD's role.

AS AND FOR A FIRST CAUSE OF ACTION
(CONVERSION)

60. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 59 as if fully set forth herein.

61. Lamarre was the sole founder of the Haitian Flag Day Parade, Inc. which he created to produce the first Haitian Day Parade in New York City among other things.

62. Lamarre held weekly meetings of HDP at his own cost and expense since its inception in 2017.

63. Lamarre was known by all to be the president and founder of HDP with the intention to produce the first Haitian Day Parade in New York City.

64. Lamarre asked Desrosiers to be on the HDP Board of Directors as the Vice Chair to assist him in his endeavor.

65. Lamarre asked Elie to be on the HDP Board of Directors as Secretary to assist him in his endeavor.

66. In July of 2022 HDP had a meeting with the New York City Mayor's office to discuss the possibility of a Haitian Day Parade. In attendance were Lamarre, Desrosiers, and Elie on behalf of HPD.

67. The mayor's office was in support of the parade; therefore, HPD began moving forward with planning the Inaugural Haitian Day Parade for 2023 at the direction of Lamarre.

68. Lamarre entered a contract with Little Haiti BK, Inc. to assist in production of the parade by providing costumes, floats, sound, light and staging for the parade.

69. Jackson Rockingster, Executive Director and Gerard Cadet, Vice Chair controlled Little Haiti BK, Inc.
70. On June 3, 2023, the Inaugural Haitian Day Parade was held in New York City and it was a great success.
71. In July 2023 Elie on behalf of Elie Enterprises LLC and in collaboration with Little Haiti BK, Inc. submitted a parade permit application to NYPD and the City of New York Parks & Recreation for the Second Annual Haitian Day Parade to be held in 2024 without Plaintiffs' knowledge or consent.
72. Elie used HDP's information and prior permit number without the permission or knowledge of Plaintiffs to obtain a parade permits for 2024.
73. Defendants Elie, Elie Enterprises LLC, Desrosiers, JD & Associates Global LLC, Little Haiti BK, Jackson Rockingster and Gerard Cadet have been in contact with individuals in government to secure support to obtain and the 2024 parade permits.
74. Plaintiffs did not give any other person or entity authorization to produce the parade he founded and began.
75. Based on the foregoing it is clear the Defendants have undertaken to intentionally assume the Haitian Day Parade in New York City as their own.
76. As a result of Defendants' actions, Plaintiffs have been harmed financially and seek a money judgment in an amount to be determined by the Court.

AS AND FOR A SECOND CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)

77. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 76 as if fully set forth herein.

78. Defendants who were on the board of Directors of Haitian Flag Day Parade Inc., Jensen Desrosiers, Vice Chair and Glenda Elie, Secretary breached their fiduciary duty to HDP.

79. As board members Desrosiers and Elie had a fiduciary duty to HDP.

80. Upon information and belief Elie and Desrosiers are also in a personal romantic relationship and are engaged to be married.

81. Even before the Inaugural Haitian Day Parade in June 2023, Desrosiers and Elie began planning to take over the Parade for 2024 from Plaintiff Lamarre, the creator, founder, President and Board Chair of Haitian Flag Day Parade Inc.

82. Elie began self-dealing for the financial benefit of herself and her company by submitting the parade permits for 2024 herself under her company, Elie Enterprises LLC's name to NYPD and the City of New York Parks & Recreation and using Plaintiff, HDP's information in those permits representing that she was the same entity who created the 2023 Haitian Day Parade in New York City.

83. Elie further decided to meet with Assemblymember Rodneyse Bichotte Hermelyn who sponsored the parade in 2023 in order to secure her support and sponsorship of the 2024 parade holding herself out as the originator of the parade during her contact and meetings with the Assemblymember.

84. Elie Enterprises LLC who submitted expenditures for reimbursement of \$180,000 for the 2023 parade saw this as an opportunity to increase those figures for the 2024 parade.

85. Desrosiers also began self-dealing for the financial benefit of himself and his company, JD & Associates Global LLC, when he also met with the Assemblymember sponsoring the parade and holding Elie and Elie Enterprises LLC out as the originators of the parade while

knowing that this was not true, and that the Plaintiff was the creator and responsible for the 2023 parade.

86. JD & Associates Global LLC submitted expenditures of \$149,325 for reimbursement for the 2023 parade and saw that having Elie, his fiance, in charge of the parade as an opportunity to increase those figures for the 2024 parade.

87. That because of Defendants' actions, they were able to secure a permit which belonged in the name of Plaintiffs, which and given the right to host the 2024 parade.

88. That the Defendants breached their obligations and duty owed to Plaintiffs by falsely applying and representing that Elie Enterprises LLC was the proper entity to be on the permit.

89. As a result of Defendant Elie and Desrosiers actions, Plaintiffs have been harmed financially and seek a money judgment in an amount to be determined by the Court.

AS AND FOR A THIRD CAUSE OF ACTION
(BREACH OF GOOD FAITH AND FAIR DEALING)

90. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 89 with the same force and effect as if realleged herein.

91. Elie and Desrosiers as board members were under a duty to HDP to perform their obligations in good faith and in a manner consistent with fair dealing.

92. Elie and Desrosiers breached their duty and obligations to Plaintiffs when they planned and ultimately used the information, ideas and contacts obtained from their position on the HDP Board of Directors to take over and convert the Haitian Day Parade in New York City to their own.

93. Elie and Desrosiers did this by meeting with the Assemblymember who sponsored the parade and holding themselves out as the originators of the parade and seeking support for them to produce the Second Annual Haitian Day Parade in New York City.

94. They also breached their duties and obligations to Plaintiff by applying for and receiving the permits to hold the 2024 Second Annual Haitian Day Parade without Plaintiffs' knowledge or authorization.

95. Since the Haitian Day Parade in New York city was founded and created by Plaintiffs it was unreasonable conduct for Elie and Desrosiers to convert it to their own, preventing Plaintiffs from proceeding with the parade Plaintiffs founded and created and intended on producing for the second year in 2024.

96. As a result of Defendants' actions, Plaintiffs have been harmed financially and seek a money judgment in an amount to be determined by the Court.

AS AND FOR A FOURTH CAUSE OF ACTION
(TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS)

97. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 96 with the same force and effect as if realleged herein.

98. In 2023, Plaintiffs produced the Inaugural Haitian Day Parade In New York city which was a huge success.

99. Defendants have undertaken to interfere with Plaintiffs business relations by planning and carrying out the takeover of the Second Annual Haitian Day Parade in New York City, the parade which Plaintiff created.

100. They have done this by holding themselves out as the creators of the parade and meeting with government officials and Assemblymember Rodneyse Bichotte-Hermelyn to obtain their support and ultimately using that support to obtain the 2024 parade permits.

101. Elie using Elie Enterprises LLC in collaboration with Little Haiti BK, Inc. also used Plaintiffs' information and prior permit number to obtain the 2024 parade permits without Plaintiffs' knowledge or consent.

102. Plaintiffs had relationships with vendors and sponsors that helped produce the 2023 parade.

103. Plaintiffs were forming new relationships with new vendors and new sponsors who would enter into agreements to sponsor and participate in the 2024 parade and into the future.

104. Defendants' actions were done to interfere with Plaintiffs' business relationships with the third party vendors and sponsors.

105. The sole intent of Defendants' actions was malicious and done using wrongful means by misrepresenting to those third parties not only their relationship to the 2023 parade, but also the relationship and involvement of Plaintiffs in the 2023 parade and going forward.

106. Upon information and belief Defendants represented that Plaintiffs were not involved in the 2023 parade and would no longer have any involvement.

107. Defendants were able to accomplish these malicious and goals by committing fraud, and fraudulent misrepresentations.

108. By doing the foregoing Plaintiffs' potential business relations have been damaged since Plaintiff is currently blocked from obtaining the parade permits and producing the 2024 Haitian Day Parade which they founded and intended to put on in 2024.

109. As a result of Defendants' actions, Plaintiffs have been harmed financially and seek a money judgment in an amount to be determined by the Court.

AS AND FOR A FIFTH CAUSE OF ACTION
(SLANDER PER SE)

110. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 109 with the same force and effect as if realleged herein.

111. On January 2, 2024, Elie and Desrosiers hosted a zoom meeting at which she invited the original HDP parade planning committee to attend.

112. At that meeting Elie and Desrosiers stated to the parties at the zoom meeting that Lamarre had "committed a felonious act for which he may be arrested."

113. The allegation that Lamarre committed a felony is not true.

114. This type of a statement could cause the meeting participants to form negative opinions of Lamarre in business and cause them to not want to work with Lamarre or HDP in their business endeavors.

115. These statements were clearly made to sway the participants in the meeting to degrade Lamarre's character, professionalism as a business person and deter them from questioning why they are no longer working with Lamarre and HDP on the parade Plaintiff created.

116. As a result of Defendants' actions, Plaintiffs have been harmed financially and seek a money judgment in an amount to be determined by the Court.

AS AND FOR A SIXTH CAUSE OF ACTION
(DECLARATORY JUDGMENT)

117. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs 1 through 116 with the same force and effect as if realleged herein.

118. Based upon all of the foregoing, pursuant to CPLR §3001, Plaintiff seeks a judgment declaring that Elie Enterprises LLC and Little Haiti BK, Inc.'s parade permit be revoked and that the Second Annual Haitian Day Parade permit be issued to HDP.

119. Plaintiffs are the originators of the parade and Defendants have used the information and contacts they acquired while working with Plaintiffs to take over the parade.

120. Even before the 2023 parade occurred Defendants began working against Plaintiff and planning to take over the parade in future years.

121. Almost immediately after the 2023 parade, in July 2023 Elie through Elie Enterprises LLC and in collaboration with Little Haiti BK, Inc. applied for the 2024 parade permits without Plaintiffs' knowledge or consent.

122. The Defendants then began meetings to gain support and sponsorship for the 2024 parade holding themselves out as the originator of the parade.

123. Defendants have now obtained the permits for the Second Annual Haitian Day Parade and the Plaintiff's application for a parade permit has been denied due to the permit already being issued to Elie Enterprises LLC and Little Haiti BK, Inc.

124. Defendants' actions have barred Plaintiffs from putting on the parade Plaintiffs founded and created in 2024 as he had planned.

125. Defendants' actions are wrongful and were made without consent or authorization from Plaintiffs.

126. Plaintiff has no adequate remedy at law.

127. Based on the foregoing the Court should issue an order directing NYPD and the City of New York Parks & Recreation to revoke Elie Enterprises LLC's Second Annual Haitian Day Parade permits or any other person or entity holding a permit for this parade and granting the

permits to the originator, HDP and barring Defendants from proceeding with producing the Second Annual Haitian Day Parade in New York City.

128. An actual dispute and justiciable controversy exists between the parties within the meaning of CPLR §§3017(b), which should be adjudicated and finally determined by this Court.

129. This issue is ripe for adjudication.

AS AND FOR A SEVENTH CAUSE OF ACTION
(BREACH OF CONTRACT)

130. Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs 1 through 129 as if set forth herein.

131. Plaintiffs and Stephanie Pierre, and The Melanin Project LLC (“TMP”), entered into an agreement with Plaintiffs to act as a consultant for the production of the 2023 parade.

132. That during the relationship, TMP was hired to for their public relations business.

133. TMP was supposed to help produce the 2023 parade, as well as creative ideas for the parade.

134. That TMP and Pierre were hired solely as independent contractors.

135. TMP and Pierre were not agents of Plaintiffs, nor was TMP or Pierre ever given any equity, ownership interest or any interest in HDP.

136. Any work created by TMP or Pierre for the benefit of HDP and the 2023 parade, was a “work for hire” and ownership of those works, trademarks, etc., belonged to HDP.

137. That during the promotion of HDP and the 2023 parade, Plaintiffs were able to secure a performance date with the Brooklyn Museum.

138. The initial meeting was arranged by TMP and Pierre.

139. However, it was Plaintiffs’ contacts, and relationship with Erol, that caused the Brooklyn Museum to agree to have HDP host an event at their location.

140. However, on the date of the event, instead of promoting HDP, TMP and Pierre made not mention of HDP and solely promoted her own company and business in breach of their agreement.

141. Since the conclusion of the 2023 parade, TMP and Pierre have claimed HDP owes TMP money for work performed during the course and production of the 2023 parade.

142. In retaliation for allegedly not paying TMP's entire bill, TMP has claimed to have an equity interest in HDP.

143. TMP and Pierre have breached the contract with HDP and taken ownership over HDP's website and domain.

144. TMP and Pierre have breached the contract with HDP and claimed ownership over images, trademarks and other intellectual property rightfully owned by Plaintiffs.

145. That as a result, TMP has breached their contract with HDP, and has caused money damages to HDP.

146. Therefore, Plaintiffs seek a money judgment against TMP and Stephanie Pierre.

AS AND FOR AN EIGHTH CAUSE OF ACTION
(Declaratory Judgment) – Against TMP and Pierre

147. Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs 1 through 146 as if set forth herein.

148. TMP and Pierre have claimed an ownership and equity interest in HDP based on HDP's alleged breach of contract.

149. Even if TMP and Pierre's allegations are correct, and money is owed under the contract, there was never an agreement for HDP to give TMP or Pierre an ownership interest in the HDP or the parade.

150. Plaintiffs seek a declaratory judgment declaring that TMP and Pierre have no interest whatsoever in HDP or any affiliated entity, nor in the parade.

AS AND FOR A NINETH CAUSE OF ACTION
(Permanent Injunction)

151. Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs 1 through 150 as if set forth herein.

152. Plaintiffs are the true and proper owners of the permit originally issued to HDP which was usurped by Defendants.

153. That Plaintiffs no longer are “in title” and the permit holders of the Haitian Day Parade due to Defendants’ actions.

154. That Plaintiffs’ right to the permit to host and operate the Haitian Day Parade had been and currently are being violated by Defendants.

155. Plaintiffs’ rights were violated when Defendants misrepresented to the City of New York, and the NYPD that Elie Enterprises is the true owner of the permit, applied for the permit and was granted the permit.

156. Plaintiffs have no adequate remedy at law as the permit is currently in Elie Enterprises name, and Plaintiffs were unable to get another permit.

157. The uniqueness of the permit and the ability to produce a Haitian Day Parade is as unique as a piece of real property, there is no value in the ability to be issued and maintain the permit from the City of New York, and to be able to produce and host the parade in New York County.

158. Plaintiffs have and will continue to suffer serious and irreparable harm if there is no permanent injunction preventing Defendants from receiving any further permits to produce the Haitian Day Parade in Manhattan.

159. Plaintiffs came up with the idea of hosting and producing the first annual Haitian Day Parade, after years of hard work, commitment (financially and time), and dedication to gathering the right people, sponsors, and vendors to make the parade a success.

160. Now that Defendants have slandered Lionel, taken control of the permit, and begun preparations for the 2024 parade as well as the business relationships that they have taken from Plaintiffs, if Defendants are allowed to continue and receive permits going forward after this year, Plaintiffs will be irreparably harmed.

161. Equities favor Plaintiffs in this action. For all the reasons set forth, alleged and plead herein.

162. Therefore, Plaintiffs respectfully request a permanent injunction, staying Defendants, or their agents from applying and being issue a permit in New York County to produce and conduct a Haitian Day Parade.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants in the FIRST, SECOND, THIRD, FOURTH AND FIFTH, SEVENTH CAUSES OF ACTION; a money judgment in an amount to be determined by the Court at Trial; as and for the SIXTH CAUSE OF ACTION, a declaratory judgment, directing NYPD and the City of New York Park & Recreation to revoking Defedants' permits for the Second Annual Haitoan Day Parade in New York City and to granting Plaintiff the Second Annual Haitian Day Parades permit, and to bar Defendants from proceeding with producing the parade, as and for the EIGHTH CAUSE OF ACTION, a declaratory judgment, declaring that Defendants TMP and Pierre have no interest or equity in HDP, or its intellectual property; as and for a NINETH CAUSE OF ACTION a Permanent Injunction staying Defendants from applying and being issued a permit in New York County to

produce and conduct a Haitian Day Parade, together with such other and further relief as this Court deems just, proper and equitable.

Dated: Greenvale, New York
March 8, 2024

Law Office of Henry Graham P.C.

Yours, etc.,

Henry M. Graham, Esq.

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