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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THE BLACKLIST ONLINE, LLC, a
Delaware limited liability complaint;
SHALON DONEY, an individual,

Plaintiffs,

vs.

MATTHEW WAGNER, an individual;
ADAM CAMPBELL, an individual;

Defendants.

CASE NO.: 22-cv-2378

**MATTHEW WAGNER’S ANSWER TO
COMPLAINT**

FILE DATE: April 8, 2022

TRIAL DATE:

AND RELATED CROSS-CLAIMS

Defendant Matthew Wagner (“Wagner”) answers the Complaint filed by THE BLACKLIST ONLINE, LLC, a Delaware limited liability company and SHALON DONEY, an individual as follows:

GENERAL DENIAL

Except as expressly admitted herein, Wagner denies each and every paragraph in the Complaint.

1. Wagner admits that the action seeks to resolve a dispute concerning ownership and operation of a popular cannabis-related news website called “The Blacklist” and certain

1 other disputed matters between the parties. Wagner denies that he is unlawfully
2 misappropriating Plaintiff's federal intellectual property rights.

3 2. Wagner admits the allegations in Paragraph 2.

4 3. Wagner admits the allegations in Paragraph 3.

5 4. Wagner admits the allegations in Paragraph 4.

6 5. Wagner admits that Doney is an individual currently residing in the State of
7 California. Wagner denies that Doney was the organizer, sole owner, and sole member of The
8 Blacklist Online, LLC. Wagner is informed and believes and, on that basis, alleges that The
9 Blacklist Online, LLC was formed at the direction of defendant Adam Campbell ("Campbell")
10 and that his separate property funds, cannabis expertise and prior business ideas and ventures
11 were used to create The Blacklist Online, LLC ("TBO").

12 6. Paragraph 6 constitutes legal conclusions and requires no response.

13 7. Paragraph 7 constitutes legal conclusions and requires no response. If a
14 response is required, Wagner admits he resides in California.

15 8. Paragraph 8 constitutes legal conclusions and requires no response.

16 9. Wagner admits that the transactions and occurrences involved in this matter
17 took place in Los Angeles County and other locations in California. The rest of Paragraph 9
18 constitutes legal conclusions and requires no response.

19 10. Wagner admits the allegations in Paragraph 10.

20 11. Wagner admits the allegations in Paragraph 11.

21 12. Wagner admits the allegations in Paragraph 12.

22 13. Wagner denies that "Doney decided" to create a new public forum for the
23 purpose of discussing and sharing news, information, and commentary related to the cannabis
24 industry. Rather, in or around 2017, Campbell decided to create a new public forum, including
25 the Instagram page located at <https://www.instagram.com/theblacklistxyz/>. This public forum
26 was a rebranding of Campbell's separate property business Montana Buds, which provided a
27 variety of services related to the cannabis industry, including an online platform called the
28

1 Cannabis Education Coalition (“CEC”). Defendant Wagner is informed and believes that
2 Doney was assisting her husband in the rebranding of his prior business into what is now
3 recognized as The Blacklist within the cannabis community.

4 14. Wagner admits the allegations in Paragraph 14.

5 15. Wagner admits the allegations in Paragraph 15.

6 16. Wagner denies that “Doney” created a website located at
7 <https://theblacklist.xyz/>. Rather, Wagner alleges that Campbell directed Doney to create the
8 website and the website was later redesigned and improved by Wagner’s efforts and time.

9 17. Wagner admits that on August 24, 2017, The Blacklist Online, LLC was
10 formed. Wagner alleges that Campbell directed Doney to form TBO. Wagner admits that
11 Doney was listed as the sole member and manager of TBO but that was done as part of a
12 decision between Campbell and Doney related to how to hold a marital asset based on a variety
13 of factors agreed upon between them.

14 18. Paragraph 18 references an exhibit and, as such, no response is required.

15 19. Wagner admits the allegations in Paragraph 19.

16 20. Wagner denies that at all times TBO was the sole and exclusive owner of the
17 registered trademark. In fact, TBO was originally registered to Michael Myers, and Defendant
18 Wagner was able to identify the loss of this valuable asset and assisted in the recovery of the
19 trademark.

20 21. Wagner admits the allegation in Paragraph 21.

21 22. The allegations in this paragraph are patently false, easily disproved by Doney’s
22 own words and, as such, Wagner denies Paragraph 22.

23
24 Wagner worked continuously for TBO from October 2019 to November 2021,
25 except for March 11- April 8, 2021. Wagner was hired as Chief Communication Officer and
26 was given key functions within TBO. At the time he was hired, TBO was not yet monetizing
27 its website and related social media channels. In fact, TBO was floundering, and Campbell
28 was funding TBO with what Wagner believes to be Campbell’s separate property funds. At

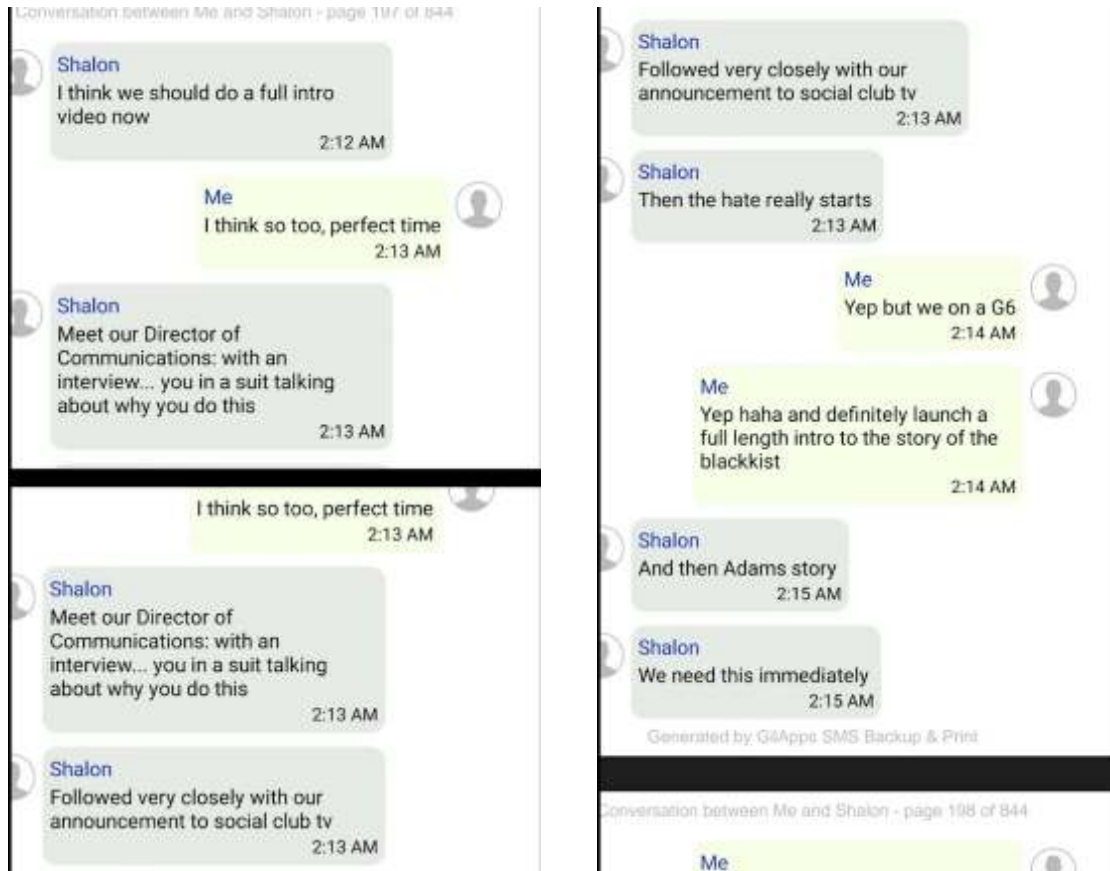
1 the time Wagner was hired (and continuously thereafter), Doney promised that if Wagner
2 could figure out how to monetize TBO, he would be given a 1/3 ownership interest in TBO.
3 This promise was confirmed repeatedly by both Doney and Campbell.

4
5 After being hired, TBO created a media kit for Wagner to use when contacting
6 prospective clients, media, and key members in the “cannabis community.” The media kit
7 identified Wagner as Chief Communication Officer.



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21 In addition to the media kit showing that Wagner was the Chief Communication
22 Officer, not a mere “independent contractor” as Doney falsely alleges, Doney’s own text
23 messages prove that Wagner was the public face of TBO from the time he was hired until he
24 was forced out of TBO.

25 By way of example, on January 19, 2020, Doney wrote to Wagner stating it was
26 time for a full introduction video introducing Wagner as “Director of Communications” with
27 other full-length videos to follow, including telling defendant Adam Campbell’s story which
28 was intricately tied to the creation of TBO.



On March 10, 2021, Dallas Imbimbo (who had purchased a minority interest in TBO) texted Wagner to come meet him in downtown LA. This text related to Wagner trying to collect commissions owed to him by TBO for sales he made prior to TBO wrongfully terminating him between March 11- April 8, 2021. At that meeting, Imbimbo, on behalf of TBO, refused to pay Wagner unless he signed a non-disclosure agreement, which Wagner declined to do.

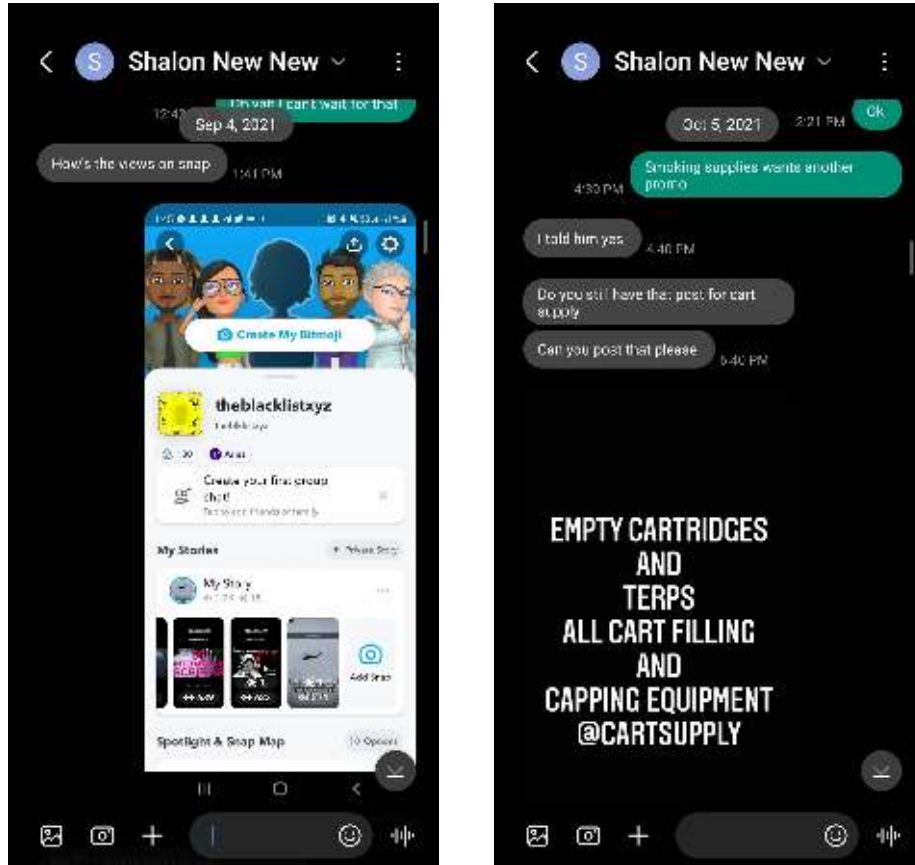
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On April 8, 2021, Doney called Wagner to let him know that she needed him to come back to TBO, that revenue had stopped since his last sales (which Wagner still hasn't been paid for) and that she was sorry. This was confirmed via text

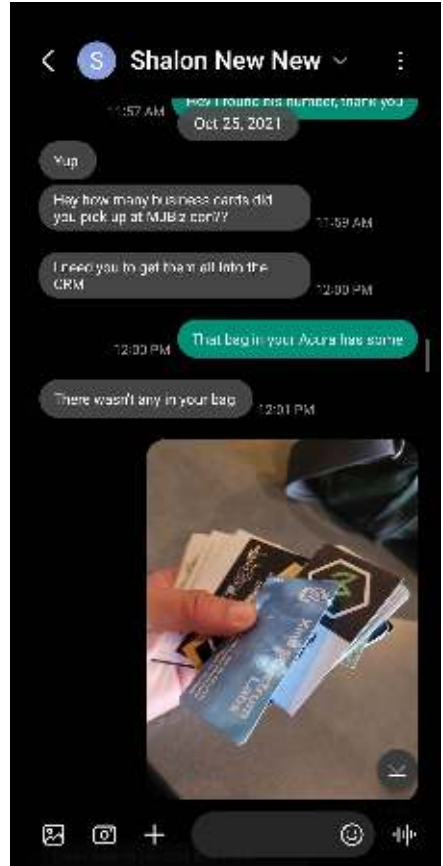


1 Upon returning to TBO, Wagner went right back to work in charge of sales and
2 managing TBO's various social media channels, as shown in the September 4, 2021, and
3 September 5, 2021, text exchange between Doney and Wagner.



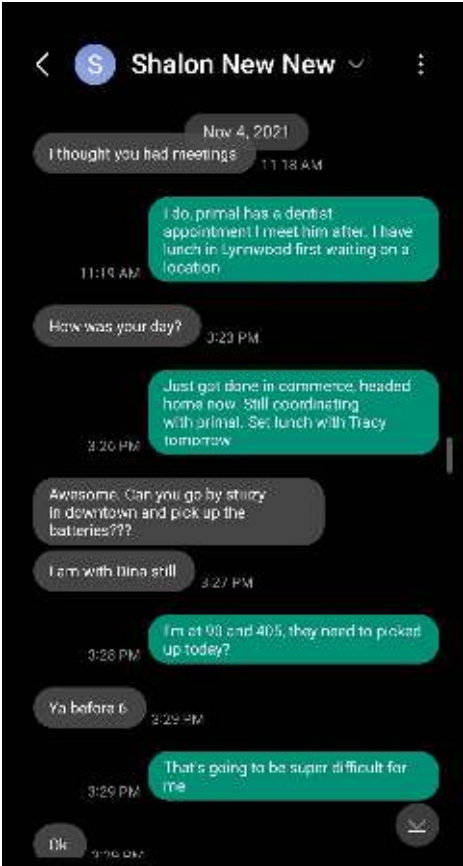
19 On October 25, 2021, after Wagner returned from attending MJ BizCon on
20 behalf of TBO, Doney asked for an update on the on Wagner's business development efforts
21 during the conference.

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A few weeks later, on November 4, 2021, Doney again evidences the control and oversight she has over Wagner’s activities (unlike how independent contractors are treated and more like how partners talk), by involving herself with Wagner’s day to day activities.

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23. Wagner denies the allegation in Paragraph 23.

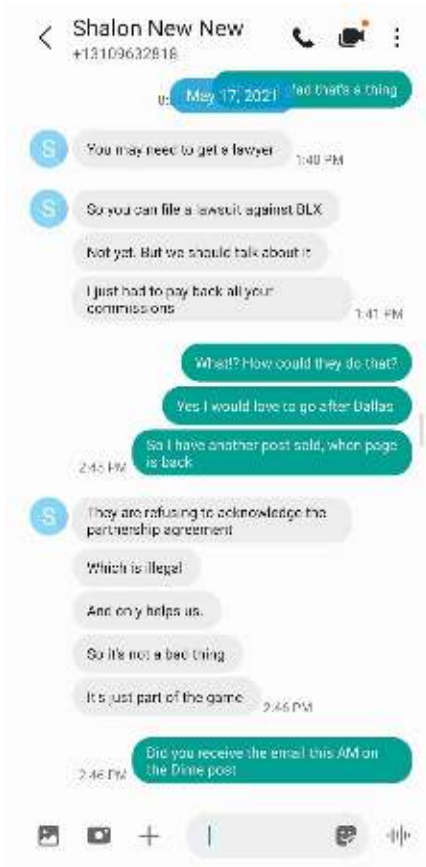
When Wagner first meet with Doney about opportunities for him at TBO Doney and Campbell had yet to make a single dollar and were considering selling TBO to "Doja". Wagner was promised 1/3 ownership of TBO if he could figure out ways to monetize the platform. Wagner was extremely successful in monetizing TBO and, within 90 days of starting work for TBO as its Chief Communication Officer, Wagner closed \$25,000 in business for TBO.

As Chief Communication Officer, Wagner worked alongside Doney and Campbell in all aspects of TBO's business to turn an idea into a profitable business. Within months of starting, Wagner moved into the Doney/Campbell home, started paying rent for a room, and literally and figuratively worked day and night, side by side, with Doney and her husband to make TBO what it is today.

Wagner became the face of TBO, attended business meetings with clients and

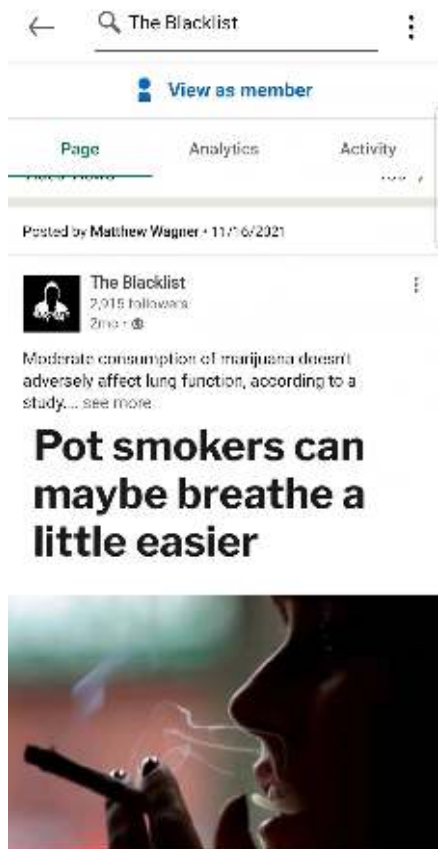
1 key players in the cannabis community, made business decisions, interacted with the press on
2 behalf of TBO, collected money owed to TBO, and took the full brunt of all the online attacks
3 directed at TBO because its business model included calling out “bad actors” in the cannabis
4 community.

5 In addition to being constantly told that he was a 1/3 owner of TBO, Wagner
6 and TBO created an LLC called MWSD Management, LLC where Wagner and Doney through
7 TBO agreed to pursue new business lines on a 50/50 basis including a project with
8 Socialclubtv. Doney confirmed this partnership when she texted Wagner on May 17, 2021,
9 telling him “you may need to get a lawyer” and “they are refusing to acknowledge the
10 partnership agreement.



26 Even through November 15, 2021, Wagner was acting as the Chief
27 Communication Officer of TBO, including continuing his role as administrator to TBO assets,
28 including its successful LinkedIn page.

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24. Wagner denies the allegation in paragraph 24.

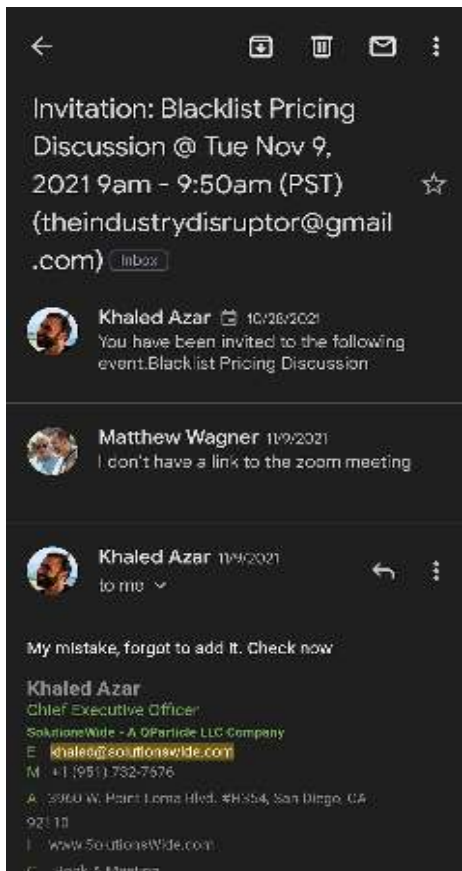
Wagner worked continuously for TBO from October 2019 to November 2021, except for March 11- April 8, 2021, as set forth in paragraph 22 and 23 above.

25. Wagner denies the allegation in paragraph 25.

Wagner worked continuously for TBO from October 2019 to November 2021, except for March 11- April 8, 2021, as set forth in paragraph 22 and 23 above.

Further showing that Wagner was authorized to represent TBO after July 2021, is a text dated October 15, 2021, from Doney to Wagner asking him to return a call about TBO business opportunities. Interesting to note is rather than Doney taking the call and conducting business herself, she texted the contact information to Wagner and asked him to call.

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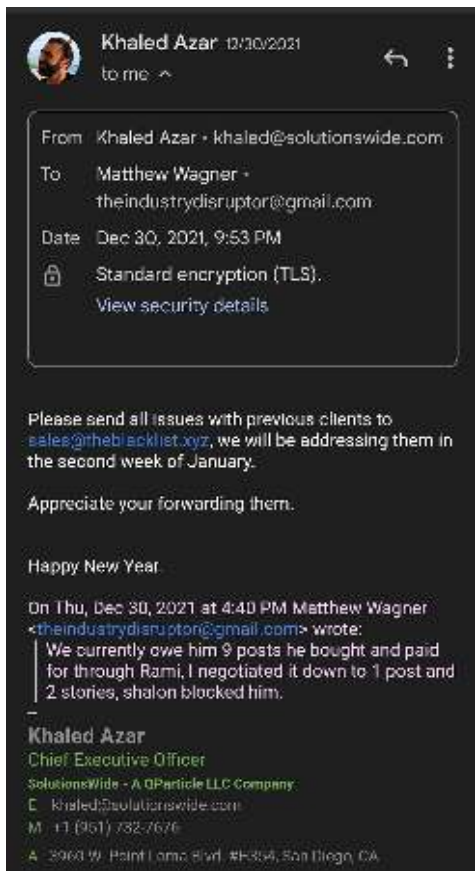
Another even clearer example of just how untrue Doney’s allegations are in paragraph 25 of this complaint is her text dated November 25, 2021, where she tells Wagner “You are officially suspended from doing any blacklist business until further notice.”

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Even after being “officially suspended” by Doney, TBO continued to rely upon Wagner to resolve TBO business issues with Wagner’s previous clients (many of which have yet to be resolved) as seen in the email from Khaled Azar on December 30, 2021.

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26. Wagner denies the allegation in paragraph 26.

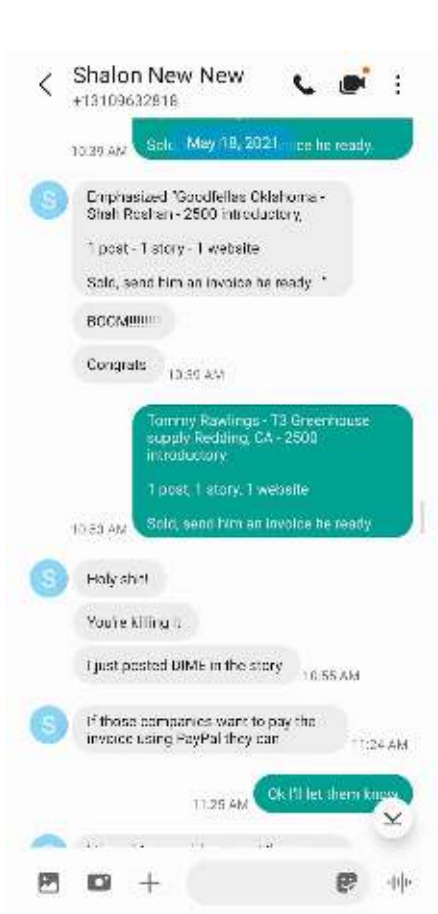
False, TBO has not paid Wagner anywhere near what he was owed and promised, not to mention a host of potential wage and hour violations based on how Doney managed TBO.

Examples of money owed to Wagner include but aren't limited to:

- TBO's failure to pay Wagner \$50,000 from the \$250,000 sale of a 25% ownership interest in TBO to Alpha West and Dallas Imbimbo
- TBO's failure to pay Wagner \$6,000 in owed commissions when he refused to sign a non-disclosure agreement on March 11, 2021.
- TBO's wrongfully requiring Wagner to pay TBO expenses from his commissions.

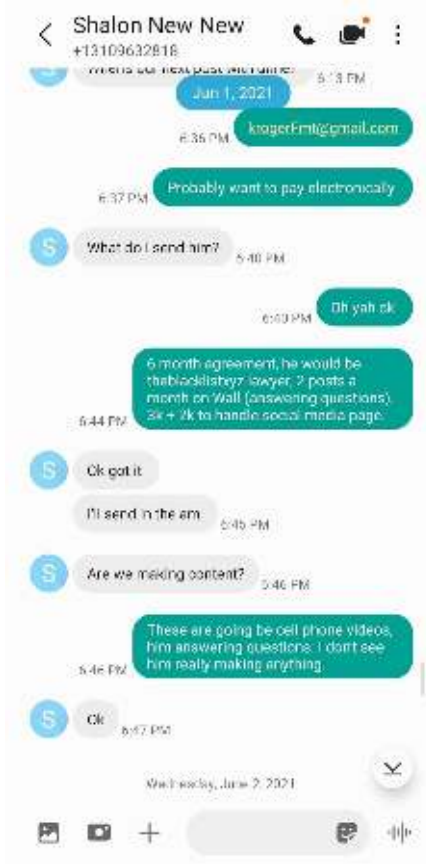
Doney's text to Wagner on May 18, 2021, shows that Wagner closed T3 Greenhouse Supply to a \$2,500.00 advertising agreement. Wagner has not been paid for that sale and was told by Doney that his share of the advertising for T3 Greenhouse was allocated to the bills of TBO.

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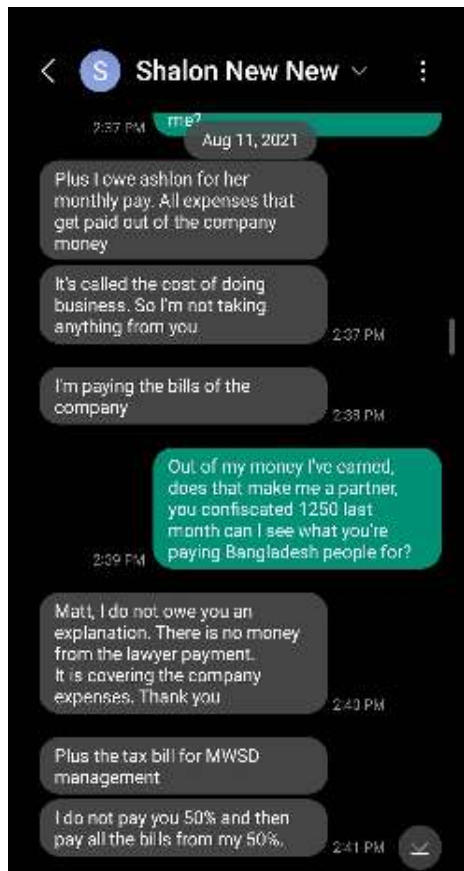
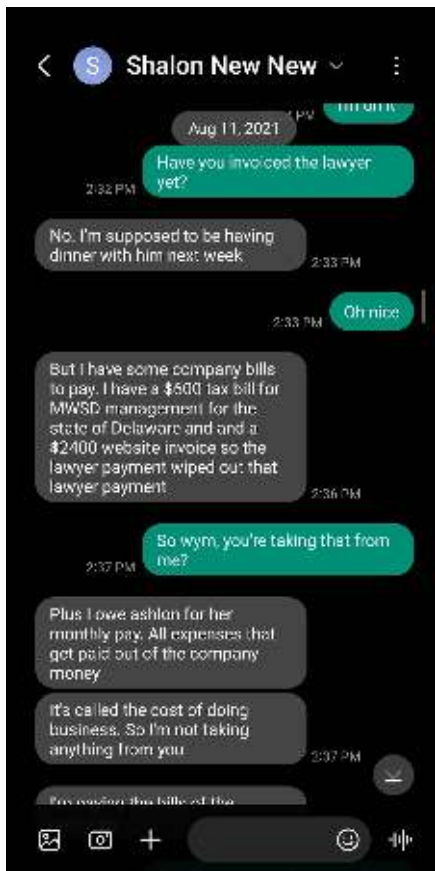
Doney's text to Wagner on June 1, 2021, shows that Wagner closed a \$30,000 advertising deal with attorney William Kroger, a prominent criminal attorney.

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Doney's text to Wagner on August 11, 2021, regarding the invoicing of attorney William Kroger and payment of Wagner's 50% commission, which Doney incredibly tells him was used to pay TBO bills.

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27. Wagner admits the allegations in paragraph 27.

28. Wagner denies the allegations in paragraph 28.

Wagner worked continuously for TBO from October 2019 to November 2021, except for March 11- April 8, 2021. Wagner was hired as Chief Communication Officer and was given key functions within TBO. At the time he was hired, TBO was not yet monetizing its website and related social media channels. In fact, TBO was floundering, and Campbell was funding TBO with what Wagner believed to be Campbell’s separate property funds.

At the time Wagner was hired (and continuously thereafter), Doney promised that if Wagner could figure out how to monetize TBO, he would be given a 1/3 ownership interest in TBO. This promise was confirmed repeatedly by both Doney and her husband Defendant Adam Campbell.

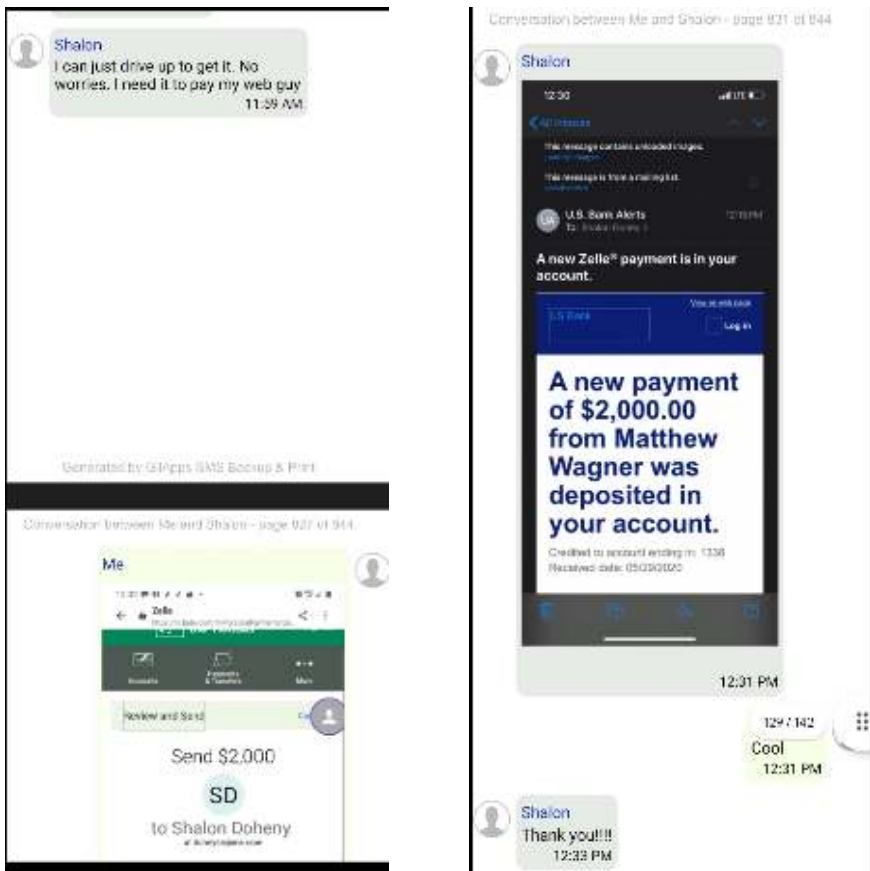
In addition to the repeated promise by Doney that Wagner was a 1/3 owner of

1 TBO, Doney and Wagner formed a separate entity to pursue other related business
2 opportunities on a 50/50 basis. To memorialize this agreement, on January 23, 2020, Doney
3 and Wagner formed MWSD Management, LLC with Matt Wagner owning 50% of the LLC
4 and The Blacklist Online, LLC owning the other 50% of the LLC. Doney reassured Wagner
5 that MWSD, LLC was still an ongoing business on March 19, 2020.



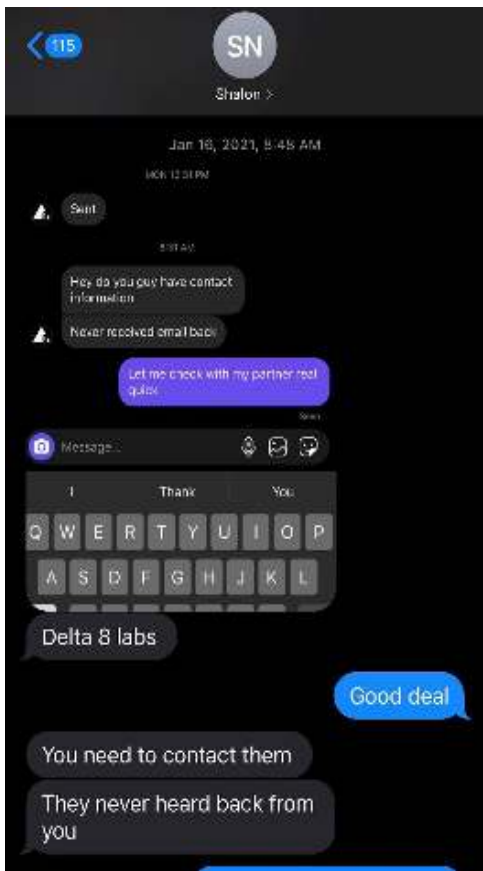
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21 Doney's actions also confirm that she was treating Wagner was an owner of
22 TBO. On May 29, 2020, Doney had Wagner pay \$2,000 to TBO's web designer.

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Another example of Doney treating Wagner as an owner comes from a text dated January 16, 2021, where she refers to Wagner as her “partner” to a potential TBO client named Delta 8 Labs.

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An April 16, 2021, text exchange also confirms the partnership between Wagner and TBO and the existence and interrelation of MWSD Management, LLC.

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< Shalon New New +13109632818

Apr 16, 2021

Hey I'm at the bank left my other phone at home, what is the check made out to? The blacklist online llc?

3:04 PM

S Yes

The blacklist online LLC 3:04 PM

At we're far for need tell them anything?

3:26 PM

S

count number
07017056

MMS

I can't think so.

Just that you need to make a deposit

3:27 PM

3:30 PM 8887629688

S Talking to them now 3:37 PM

S 5-8 minute hold 3:38 PM

< Shalon New New +13109632818

Talking to them now

Apr 16, 2021

S 5-8 minute hold 3:38 PM

3:39 PM ok

S I think everything is going to be fine 3:39 PM

3:39 PM Ok Dallas do something?

S He updated my info already and didn't know why I was calling lol

He can't 3:39 PM

S He isn't on the account 3:40 PM

3:40 PM Oh ok good

3:40 PM Should I try again?

S Not yet

Let me see what he says 3:41 PM

S You should be able to deposit 3:48 PM

< Shalon New New +13109632818

Apr 16, 2021

S You should be able to deposit 3:48 PM

S Tell the teller to call 888-231-0257 Guy's name is Al loss prevention department 3:51 PM

S Talk to me goose 3:53 PM

3:53 PM I'm waiting in line

S Oh bet! Ok 3:58 PM

S So this will be the last check we deposit into that account. As soon as it's deposited, I can pay you and we will open an account for MWSD management next week

So we don't have to do this anymore 3:54 PM

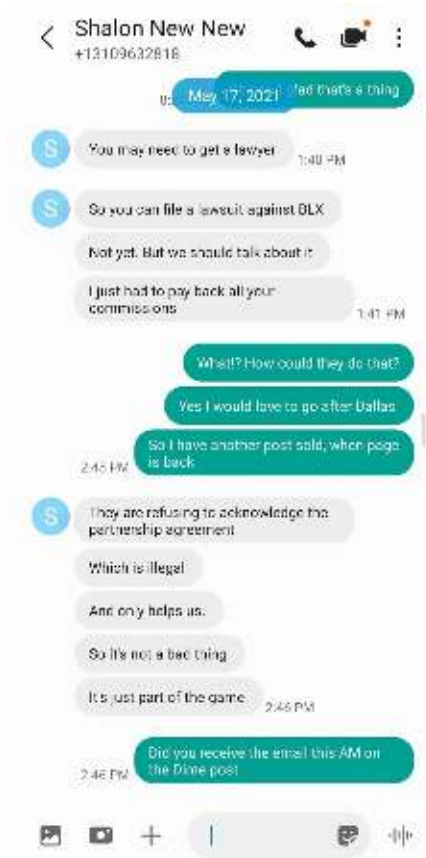
3:55 PM Ok cool

S Sorry about this

I had no idea 3:55 PM

3:55 PM No he

1 Doney again acknowledges Wagner as a “partner” on May 17, 2021, when she
2 discusses the possible need to sue because Dallas Imbimbo was not acknowledging the
3 partnership agreement.
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20 On November 15, 2021, Doney again has Wagner contact a potential TBO
21 client and tells Wagner to “make sure you mention you are my partner immediately upon
22 introducing yourself.”
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29. Wagner denies the allegation in paragraph 29.

30. The allegation that Campbell had no significant role in TBO is absurd and Wagner denies the allegation in paragraph 30.

Campbell is literally the hooded man in the registered trademark “The Blacklist”, USPTO Reg. No. 6130368 that (“The Blacklist Mark”) identified in paragraph 20 of the Complaint. Campbell paid all the bills to develop what has become TBO (using substantial separate property funds in the process), was the knowledge and experience behind TBO, and made decisions for TBO. In several exchanges between Wagner and Doney, she explicit stated that "Adam is the real Blacklist" and "This is all for him".

Wagner admits that on August 24, 2017 The Blacklist Online, LLC was formed. Wagner alleges that Campbell directed Doney to form TBO. Wagner admits that Doney was listed as the sole member and manager of TBO but that was done as part of a decision between Campbell and Doney related to how to hold a marital asset based on a variety of factors agreed

1 upon between them.

2 In or around 2017, Campbell decided to create a new public forum, including
3 the Instagram page located at <https://www.instagram.com/theblacklistxyz/>. This public forum
4 was a rebranding of Campbell's separate property business Montana Buds, which provided a
5 variety of services related to the cannabis industry, including an online platform called the
6 Cannabis Education Coalition ("CEC").

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8 31. Wagner denies the allegation in paragraph 31.

9 While Wagner worked at TBO, Doney repeatedly told Wagner that TBO was
10 her husband's company and everything they were doing was to validate Campbell's previous
11 work in the cannabis industry. Wagner worked alongside Doney and Campbell in all aspects of
12 TBO's business to turn an idea into a profitable business. Within months of starting, Wagner
13 moved into the Doney/Campbell home, started paying rent for a room, and literally and
14 figuratively worked day and night, side by side, with Doney and her husband to make TBO
15 what it is today.

16 32. Wagner is unable to admit or deny the allegation in paragraph 32 since it calls
17 for a legal conclusion. Wagner is aware of a pending dissolution of marriage action (case
18 21CHFL00463) between Doney and Campbell where the ownership, control, and
19 characterization of TBO is being disputed.

20 33. Wagner is unable to admit or deny the allegation in paragraph 33 since it calls
21 for a legal conclusion. Wagner is aware of a pending dissolution of marriage action (case
22 21CHFL00463) between Doney and Campbell where the ownership, control, and
23 characterization of TBO is being disputed.

24 34. Wagner denies the allegation in paragraph 34.

25 Wagner worked alongside Doney and Campbell in all aspects of TBO's
26 business to turn an idea into a profitable business. Within months of starting, Wagner moved
27 into the Doney/Campbell home, started paying rent for a room, and literally and figuratively
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1 worked day and night, side by side, with Doney and her husband to make TBO what it is today.

2 35. Wagner is unable to admit or deny the allegation in paragraph 35 since it calls
3 for a legal conclusion. Wagner is aware of a pending dissolution of marriage action (case
4 21CHFL00463) between Doney and Campbell where the ownership, control, and
5 characterization of TBO is being disputed.

6 36. Wagner is unable to admit or deny the allegation in paragraph 36 since it calls
7 for a legal conclusion. Wagner is aware of a pending dissolution of marriage action (case
8 21CHFL00463) between Doney and Campbell where the ownership, control, and
9 characterization of TBO is being disputed.

10 37. Wagner denies the allegations in paragraph 37.

11 At no time since ceasing work with TBO has Wagner used TBO's trademarks.
12 However, due to Wagner being the face of TBO for so long and having interacted with so
13 many cannabis community members, it is not surprising that he is mistakenly thought of by
14 members of the community as being part of TBO.

15 38. Wagner denies the allegations in paragraph 37.

16 At no time since ceasing work with TBO has Wagner used TBO's trademarks.
17 However, due to Wagner being the face of TBO for so long and having interacted with so
18 many cannabis community members, it is not surprising that he is mistakenly thought of by
19 members of the community as being part of TBO.

20 39. Wagner is unable to admit or deny the allegations in paragraph 39.

21 However, at no time since ceasing work with TBO has Wagner used TBO's
22 trademarks or represented to individuals that he was still associated with TBO. However, due
23 to Wagner being the face of TBO for so long and having interacted with so many cannabis
24 community members, it is not surprising that he is mistakenly thought of by members of the
25 community as being part of TBO and attempt to utilize social media to contact Wagner, who is
26 still an important member of the cannabis community.
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1 40. Wagner is unable to admit or deny the allegations in paragraph 39.

2 However, at no time since ceasing work with TBO has Wagner used TBO's
3 trademarks or represented to individuals that he was still associated with TBO. However, due
4 to Wagner being the face of TBO for so long and having interacted with so many cannabis
5 community members, it is not surprising that he is mistakenly thought of by members of the
6 community as being part of TBO and attempt to utilize social media to contact Wagner, who is
7 still an important member of the cannabis community.

8 41. Wagner admits a letter was sent as alleged in paragraph 41. However, Wagner
9 denies that he was attempting to act on behalf of TBO or use TBO's marks.

10 42. Wagner denies the allegations in paragraph 42.

11 At no time since ceasing work with TBO has Wagner used TBO's trademarks.
12 However, due to Wagner being the face of TBO for so long and having interacted with so
13 many cannabis community members, it is not surprising that he is mistakenly thought of by
14 members of the community as being part of TBO.

15 43. Wagner admits that on March 28, 2022, an email was sent from Jonathan Lyons
16 of Seabright Farms regarding a meeting to be held on August 4, 2022, as alleged in paragraph
17 43. Wagner denies that he used TBO's trademarks or represented that he was acting on behalf
18 of "The Blacklist" or that the email contains TBO's trademark of a hooded figure with the
19 words "The Blacklist".

20 44. Wagner is unable to admit or deny the allegation in paragraph 44.

21 45. Wagner admits that the written agenda prepared by Seabright contained the
22 word "Blacklist", but not TBO's trademark of a hooded figure with the words "The Blacklist"
23 anywhere in the email. Wagner denies that he represented to Seabright Farms that they were
24 acting on behalf of TBO.

25 46. Wagner admits the allegations in paragraph 46, but denies he represented to
26 Seabright Farms that they were acting on behalf of TBO.

27 47. Wagner denies the allegations in paragraph 47.

FIRST CAUSE OF ACTION
(Trademark Infringement)
(Against All Defendants)

48. Wagner repeats and incorporates by reference all the responses to the allegations in the preceding paragraphs.

49. Wagner denies the allegations in paragraph 49. At no time has Wagner used TBO’s registered trademark in commerce without authority.

50. Wagner denies the allegations in paragraph 49. At no time has Wagner used TBO’s registered trademark in commerce without authority.

51. Wagner denies the allegations in paragraph 49. At no time has Wagner used TBO’s registered trademark in commerce without authority.

52. Wagner denies the allegations in paragraph 49. At no time has Wagner used TBO’s registered trademark in commerce without authority.

53. Wagner denies the allegations in paragraph 49. At no time has Wagner used TBO’s registered trademark in commerce without authority.

SECOND CAUSE OF ACTION
(Declaratory Relief)
(Against All Defendants)

54. Wagner repeats and incorporates by reference all the responses to the allegations in the preceding paragraphs.

55. Wagner admits the allegations in paragraph 55.

56. Wagner denies the allegations in paragraph 56.

57. The remaining parts of the Complaint titled “Jury Demand” and “Prayer for Relief” contain statements and alleged legal conclusions for which no response is required.

Dated: August 4, 2022

By: Daniel Miller

Daniel S. Miller
Attorney for Defendant
Matthew Wagner

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DEMAND FOR JURY TRIAL

Matthew Wagner hereby demands a jury trial as provided by rule 38(a) of the Federal Rules of Civil Procedure.

Dated: August 4, 2022

By: *Daniel Miller*

Daniel S. Miller
Attorney for Defendant
Matthew Wagner