

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.

JAYSON WINER (aka "Mr. Black")
and THE EYES LLC,

Plaintiffs,

vs.

FRIST APEX VENTURES, LLC,
a Florida limited liability company,
JONA RECHNITZ, YITZI FRID,
and AYAL FRIST,

JURY TRIAL DEMANDED

Defendants.

COMPLAINT

This is an action by Plaintiffs Jayson Winer and The Eyes LLC against fraudster Jona Rechnitz and his co-conspirators. Rechnitz, a serial informant for the Justice Department, appears to believe that he can defraud victims with impunity, relying on his relationship with the Government to protect him from liability. Rechnitz preys on vulnerable and unsuspecting victims, including Mr. Winer, to fraudulently peddle and sell celebrity access and influence.

INTRODUCTION

1. From the beginning, Defendants Jona Rechnitz, Ayal Frist, Yitzi Frid, and Frist Apex Ventures, LLC acted in concert to exploit Winer's trust and financial resources under the guise of providing high-profile marketing services for Plaintiffs' art collection, "The Eyes Are Always Watching." Defendants' actions reflect a coordinated and premeditated conspiracy to defraud Plaintiffs.

2. The scheme involved identifying Plaintiffs' vulnerabilities, creating a credible but false narrative, securing significant payments and assets, and evading accountability.

3. Defendants identified Plaintiffs' reliance on social media to market his art collection and exploited his desperation after the alleged shadow ban of his X (formerly Twitter) account.

4. By presenting themselves as connected to influential figures like Floyd Mayweather and Elon Musk, Defendants created a veneer of credibility to lure Winer into their scheme.

5. Defendants fabricated agreements involving Floyd Mayweather and Elon Musk. These agreements were designed to extract large sums of money and high-value assets (e.g., watches) while providing no real service.

6. Defendants worked in tandem to create a façade of credibility.

7. Among other things, Rechnitz and Ayal made false assurances that they could get Mayweather to use his close ties with Musk and influence him, and Frid manipulated access to Plaintiff's X account, falsely claiming it was banned to increase Plaintiff's dependency.

8. Each Defendant played a distinct role in reinforcing the false narrative, creating a seamless appearance of a legitimate operation, and each was paid for their role in the conspiracy.

9. After receiving payments and assets, Defendants failed to deliver any of the promised services, including arranging contact with Elon Musk.

10. Rechnitz and others ceased communication with Winer, and Defendants collectively attempted to evade accountability.

11. Rechnitz's history of fraudulent activities and exploitation of his Justice Department informant status fits within this pattern of deception. By leveraging his reputation, he likely emboldened the other Defendants to participate in this conspiracy.

THE PARTIES

12. Plaintiff, JAYSON WINER, is an individual residing in Miami, Florida.

13. Plaintiff, THE EYES LLC, is a sole member limited liability company created under Delaware law with its principal place of business in Miami, Florida. Winer is the sole member of The Eyes LLC, which suffered damages as a result of Defendants' misconduct.

14. Defendant, FRIST APEX VENTURES, LLC (hereinafter "Apex") is a Florida Limited Liability Company, with its principal place of business located at 7300 W Camino Real, Suite 201, Boca Raton, Florida 33433.

15. Defendant, JONA RECHNITZ (hereinafter "Rechnitz") is an individual residing in Los Angeles, California.

16. Defendant, YITZI FRID (hereinafter "Frid") is an individual residing in Boca Raton, Florida.

17. Defendant, AYAL FRIST (hereinafter "Ayal") is an individual residing in Boca Raton, Florida 33433. Frist is a member of Apex.

JURISDICTIONAL ALLEGATIONS AND VENUE

18. This Court has subject matter jurisdiction over this action because this is an action for damages, which, in the aggregate, exceed \$50,000.00 exclusive of interest, costs and attorneys' fees.

19. This Court has personal jurisdiction over FRIST APEX VENTURES, LLC because Apex is a Florida company that resides in and maintains a principal place of business in Boca Raton, Florida.

20. This Court has personal jurisdiction over defendants Frid and Ayal as they both reside in and are citizens of Florida.

21. This Court has personal jurisdiction over defendant Rechnitz pursuant to Fla. Stat. § 48.193(1)(a)(1) and (7). This Court also has personal jurisdiction over defendant Rechnitz pursuant to Fla. Stat. § 48.193(1)(a)(2), as Rechnitz committed tortious acts within the State of Florida, including by knowingly and intentionally directing fraudulent statements to Plaintiffs in Florida. Rechnitz also participated in and/or directed a conspiracy with Florida residents to commit such tortious acts against Plaintiffs in Florida. At all relevant times, Rechnitz knew that he was directing his misrepresentations to Winer to Florida, where he knew Winer resides. Moreover, Rechnitz distributed proceeds from the conspiracy to persons and/or entities in Florida. Rechnitz's actions caused Plaintiffs to suffer damages in Florida. The foregoing also establishes sufficient minimum contacts to satisfy due process.

22. Venue is proper in this Court pursuant to Fla. Stat. § 47.011 because the causes of action alleged herein accrued in Miami-Dade County.

MATERIAL ALLEGATIONS

23. Plaintiff Jayson Winer is a businessman and entrepreneur. His creativity and talent have allowed him to achieve great success despite his dyslexia and life-long battles with depression and substance abuse. Winer is a digital artist renowned for his enigmatic global street art, operating in the digital art realm under the artistic pseudonym “Mr. Black.” <https://x.com/mrblack4384?lang=en>

The Eyes Collection

24. In or around November 2023, Winer was inspired to create and develop a digital art collection titled “The Eyes Are Always Watching,” which consists of 21,000 unique ordinal pieces inscribed on Bitcoin (“**The Eyes Collection**”).

25. Many of the pieces in The Eyes Collection depict public figures, including politicians, celebrities, and athletes.



26. The Eyes Collection conveys its deep political, social, and religious themes and commentary via skeletal portraits that evoke today’s visceral polarization

and accompanying doomsday psyche. The Eyes Collection connects those feelings to their roots and shades in moral and religious dogma and juxtaposes the inherent human desire to control one's destiny (including by exercising political control) with the fatalist desire to surrender to the will of a religious figure or idol via faith.



27. In addition, The Eyes Collection examines faith in a digital age. The art raises timely and important questions. For example, many believe that it has become impossible to determine fact from fiction online, so, who should you believe? Who is telling the truth? What is truth? The viewer's preferred politicians, celebrities, arm-chair reporters, or news organizations? Forced to rely at least to some degree on faith, do we fall unwittingly into the trap of worshipping false saviors?

28. Though skeletal, the portraits' facial expressions are rich and often either sinister, joyful, or both, depending on the viewer's political, social, and religious convictions. This evokes the irony of faith—can you believe what you see when what you see is distorted by your strongly held beliefs?

29. The arts' clean lines, "pop" feel, and (what some may see as extreme messages) force some viewers to question whether the pieces are intended to promote or mock the underlying political message. Again, can you trust what you see? Do you believe that this image is promoting Donald Trump or criticizing him for supporting Israel? Is Bernie Sander's shock warranted by his stated fears of an emerging oligarchy in America or is he shocked because the viewer has just exposed him as the enemy? The answer likely depends on your beliefs.





30. The themes and features of The Eyes Collection—polarization, morality, faith, distrust, perspective, idolatry, doomsday extremes—have reached peak levels on a global scale because of social media, which has allowed people to spread opinion, fact, and misinformation (depending on your perspective) with a speed and scope never before seen or even contemplated in history.

31. Therein lies the importance of social media to The Eyes Collection—it harnesses social media and exists in a digital form to properly reflect the effects of social media and the digitalization of our “reality.”

32. In other words, the marketing and medium—social media and digital—are as much a part of the art as the images themselves.

33. Indeed, placement of The Eyes Collection on Bitcoin is itself intended to reflect the purchaser’s faith in a new monetary system that has no physical personification, existing only in images on a screen, dependent on a system built by

a person or persons no one can see or even identify, and deriving its value in proportion to the number of people who have enough faith to use and accept it.

34. The marketing and placement of The Eyes Collection on X (formerly Twitter) is as much a part of the art as its images. X is not just a social media platform. It is a global phenomenon, the world's town square, a place to raise questions about whether there is a difference between information and misinformation, and the deities in whom we place our faith as a society. Depending on one's political persuasion, X's owner, Elon Musk, either is a deity who has single-handedly saved the concept of free speech or a demon who has utilized his staggering wealth to blur fact and fiction, imposing his will on the world.

35. How society views X and Musk—as encapsulated by The Eyes Collection—is a matter of faith and perspective and begs the viewer to question whether it is possible to see beyond the horizon of their own narrow worldview. Ironically, while social media has made new ideas readily available to everyone, The Eyes Collections posits that its effect has been to weld us to our pre-existing prejudices and beliefs rather than open our “Eyes” to new perspectives. In sum, the Eyes Collection reminds us that everyone can find “evidence” to support their perspective or theory on social media, no matter how outrageous.

Plaintiffs Employ Frid

36. Recognizing the scope and complexity of the project, Winer reached out to Yitzi Frid, to explore his interest in helping Plaintiffs market The Eyes Collection via X. Since December 2021, Winer had employed Frid to help him with other

business ventures and trusted him with his new project, which Winer was working on in secret.

37. Frid agreed to assist Plaintiffs with the digital aspects of the project and, in or around January 2024, started working with Winer to create an artist profile on X under the artistic pseudonym “Mr. Black” or @mrblack4384 (the “X Account”).

38. Frid assumed responsibility for creating the X Account and retained full access as the primary account holder, granting Winer access through a secondary login.

39. Plaintiffs maintained full control over the substantive and creative aspects of the X Account, including posting all content or directing its publication, and quickly built a following on the X Account, utilizing the platform to promote The Eyes Collection.

The Auction

40. Plaintiffs ultimately planned to sell The Eyes Collection via an online auction (the “Auction”).

41. Each of the 21,000 pieces in The Eyes Collection was digital and was preserved uniquely and in perpetuity by association with a specific “satoshi,” the smallest unit of Bitcoin.

42. The X Account provided information about the Auction and a link to a protocol on the Eyes4384.com website (the “Protocol”). The Protocol would inscribe each art piece on a satoshi. Frid setup his Bitcoin wallet to control the Protocol, which is Plaintiffs’ property.

43. The Auction would start the evening of September 16, 2024 and last seven days. Each of the 21,000 pieces would start at .7 Bitcoin, the equivalent of approximately \$100,000 per piece or \$2.1 billion for the entire collection. The price of each unsold piece would decrease by .1 Bitcoin each day until the price reached 0 Bitcoin at the end of the Auction.

44. The Auction was scheduled to start on September 16, 2024. The Auction commenced as scheduled on September 16, 2024, and proceeded over the designated seven-day period. The Auction progressed ultimately reaching the floor price and is now available for free.

Initial Efforts to Market the Eyes Collection

45. In late April or early May 2024, Plaintiffs launched a marketing campaign to coincide with President Donald Trump's criminal trial at the New York County Courthouse, employing trucks adorned with images from The Eyes Collection and QR codes that directed viewers to the X Account of "Mr. Black."

46. Shortly after this marketing campaign, however, Winer received what appeared to be a message from X stating that he could not market the Auction on X. In addition, Winer believed that the X Account was "shadow banned," which refers to a situation where a user's content or activity on a social media platform is deliberately restricted or made less visible by the platform, often without the user being explicitly informed.

47. The irony was that X was suppressing The Eyes Collection, which is in part a commentary on the impacts that free-flowing communication via social media on a global scale have had on society.

48. Unable to advertise his artwork through X, the circumstances became increasingly more urgent because the September 16, 2024 Auction was fast approaching.

49. Frid pitched to Winer the opportunity to enter into a potential agreement with professional boxer Ryan Garcia, to promote the artwork and auction. Defendant Ayal represented Garcia, who ultimately signed an agreement with Frid to promote the art and auction.

50. As part of that agreement, and relying on Frid's representations, Winer wired \$175,000 of his personal funds to Frid on August 28, 2024, and wired \$100,000 of his personal funds to Ayal on September 6, 2024, to be held by Ayal in escrow, with the understanding that the funds would only be released upon Garcia fulfilling his obligations under the agreement.

51. Before placing the \$100,000 in Ayal's escrow, Winer realized that Garcia was not performing his obligations under the agreement and expressed these concerns to Frid and Ayal, who pitched an alternative plan.

Defendants Promote and Sell Floyd Mayweather's Access to Elon Musk

52. Frid texted Winer on September 2, 2024 saying that he "Spoke to Ayal. He [c]an get Elon [Musk] and Floyd [Mayweather] on a FaceTime call for around 5mm [i.e. \$5 million]." According to Frid and Ayal, Mayweather could communicate with

Elon Musk about resolving Plaintiffs' advertising/shadow ban issues on X and, at the same time, promote The Eyes Collection and the Auction to Musk.

53. This felt like fate to Winer given The Eyes Collection's themes and incorporation of X, and both Frid and Ayal knew that it would seem that way to Winer.

54. Frid and Ayal arranged a call between Winer, Rechnitz, and Mayweather on September 16 or 17, 2024. Frid and Ayal also were on the call. Rechnitz, Mayweather's agent, confirmed that Mayweather had become close to Musk, including because Mayweather helped train Musk for his "Cage Match" against Mark Zuckerberg, and that Mayweather and Musk had remained close ever since.

55. Rechnitz confirmed that, for \$5 million, Mayweather could arrange a FaceTime call between Winer and Musk.

56. Winer responded that he did not have \$5 million, did not need a meeting with Musk, and that a text message from Mayweather informing Musk about Plaintiff's shadow ban and advertising issues on X would suffice to meet his twin aims of accessing X's marketing platform and promoting the collection to Musk personally, so long as the message included certain photos from The Eyes Collection.

57. Plaintiff's response angered Defendants, who then collectively locked him out of the X Account in an effort to create the false impression that he no longer had access to the Auction.

58. Plaintiff proposed [REDACTED]

[REDACTED] Rechnitz and Ayal agreed.

THE SEPTEMBER 16 AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

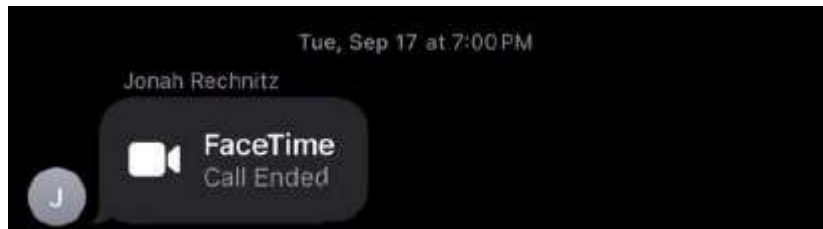
[REDACTED]

[REDACTED]

[REDACTED]

Defendants' Continue Their Predatory Fraud

70. On the evening of September 17, 2024, Rechnitz contacted Winer via FaceTime with Mayweather.



71. Rechnitz pretended to be excited for Winer, telling him that Musk wanted to talk to him. Rechnitz told Winer that, for \$4 million, Mayweather could arrange a call with Musk about The Eyes Collection.

72. Winer responded that Apex had not fulfilled the terms of the September 16 Agreement because [REDACTED]

[REDACTED]

73. Rechnitz claimed that Winer had agreed via text messages that [REDACTED]. However, that was incorrect. Winer merely agreed that [REDACTED]

[REDACTED]

[REDACTED]

74. Rechnitz became enraged and began intimidating Winer and his business partner in the life insurance business if they did not pay him the funds [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

75. Nonetheless, Winer attempted to make peace with Rechnitz and Ayal, and even tried to meet them in Boca Raton on September 18, 2024.

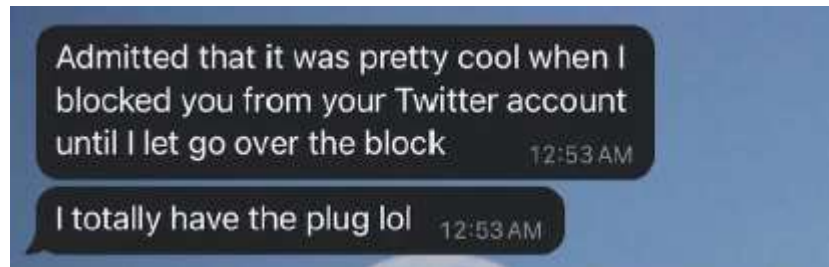
76. Rechnitz and Ayal refused to see Winer and did not respond to his text messages.

77. On or about September 20, 2024, Winer sent Rechnitz 45 bottles of a new tequila brand he had started called Casa Malka. <https://casamalka.com/>. Winer did so in an effort to make peace with Rechnitz.



78. Around this time, and in order to make Winer more vulnerable and desperate, Rechnitz directed and paid Yitz in Florida to block Winer's access to the X

Account to make it appear like X had completely suspended the Account. Rechnitz subsequently admitted that he was the one who blocked the X Account.



THE SEPTEMBER 22 AGREEMENT

79. On or about September 22, 2024, with only 1 day left in the Auction, Winer sent Rechnitz a message desperately pleading for help because he was out of options and out of cash.

80. Rechnitz responded: “[D]o you have any expensive watches or anything. I have an idea for you to get short-term cash.”

81. In response, Winer sent Rechnitz a message saying that he did not need cash, only a chance to speak with Musk about The Eyes Collection. Winer also sent Rechnitz a picture of his Audemars Piguet watch.



82. Rechnitz then asked Winer if he owned any other watches, to which Winer replied that he had a Patek Philippe.

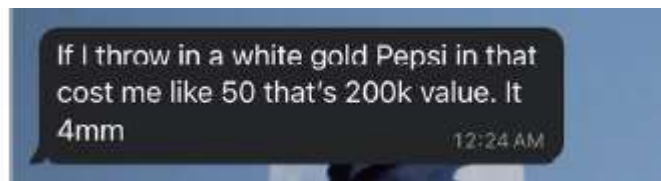
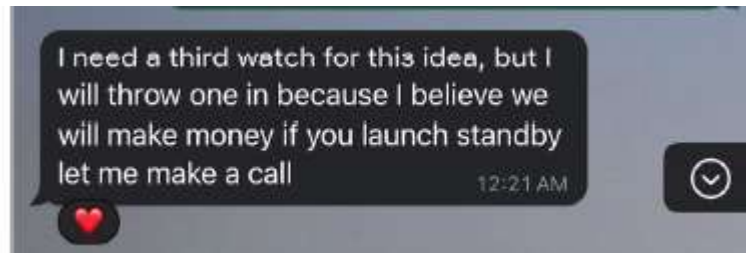


83. Together, the watches are worth at least \$160,000.

84. Rechnitz responded, “Floyd is a huge watch guy. Let me work, give me 15 minutes” and “My idea will work and will be cheaper than \$4 million.”

85. Rechnitz’s idea was to pitch Mayweather on accepting the watches as payment for sending a text message from Winer to Musk and arranging a FaceTime call between Winer and Musk.

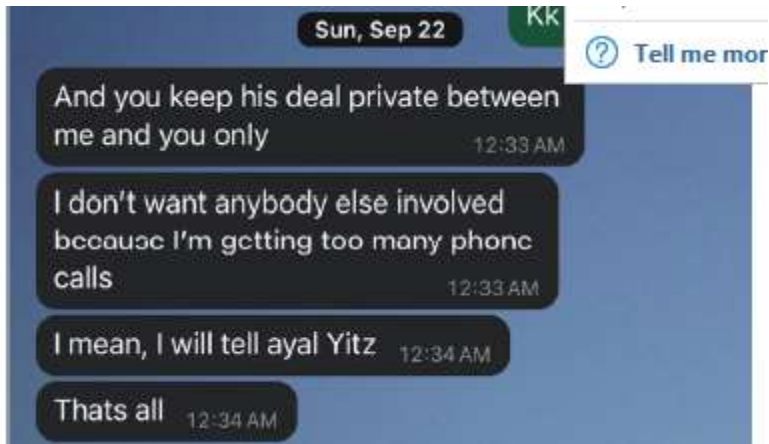
86. Rechnitz claimed that he needed a third watch for his idea. To make himself appear like he wanted to help Winer and make the deal appear legitimate, Rechnitz claimed that he would supply the third watch. He also encouraged Winer to make the deal by trying to obtain an interest in the sale of The Eyes Collection.



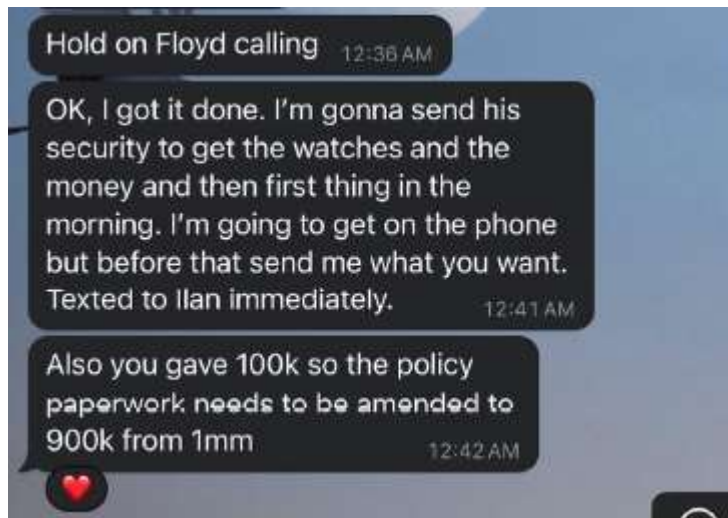


87. Shortly after, Rechnitz sent a message to Winer claiming that he was about to speak with Mayweather (who Rechnitz claimed was bowling at that time) and could get the deal done for Winer's two watches and \$20,000 cash.

88. Rechnitz also asked Winer to keep the deal "private," except for Ayal and Yitz, Rechnitz's co-conspirators.



89. Just after midnight on September 23, 2024, Rechnitz sent a message to Winer claiming that he had gotten the deal done and that he was going to send Mayweather's security to pick up the watches and \$20,000 from Winer in Miami, Florida.

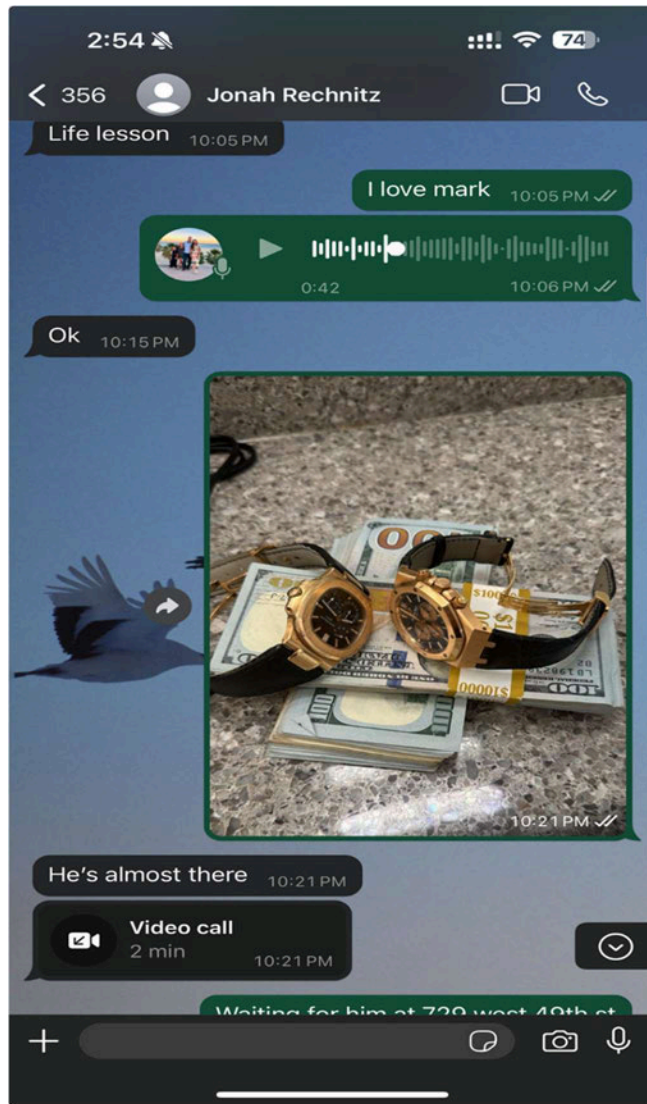




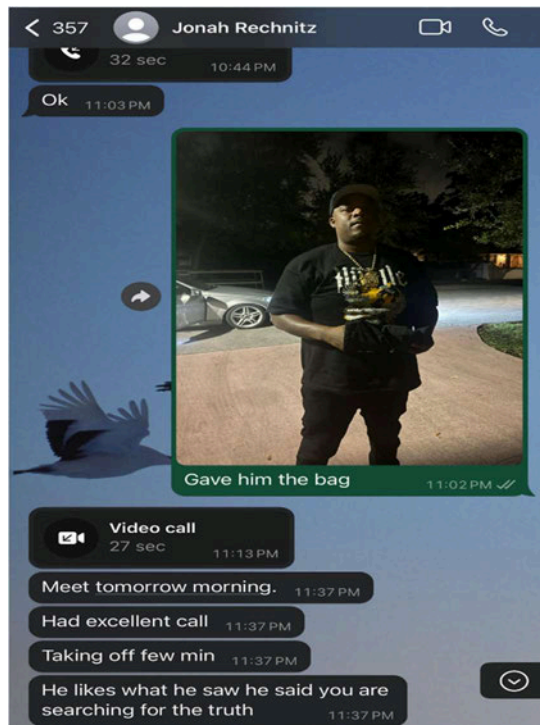
90. Furthermore, Rechnitz sent multiple text messages to Winer, including one stating, “Let’s get this done for real now because you can make crazy money. I know how this game works.”

91. Winer agreed, and Rechnitz informed him that he had spoken with Floyd Mayweather and “got it done.” This was all a lie. Rechnitz had not spoken with Floyd about a deal, Rechnitz never intended to offer one of his watches to solidify the supposed deal, and he was never going to have Mayweather arrange a video call between Winer and Musk. Rechnitz was just trying to squeeze as much as he could out of Winer, whom Rechnitz knew was vulnerable and desperate to promote The Eyes Collection and its message on a global scale.

92. Promptly thereafter, Rechnitz directed Winer to prepare the \$20,000 in cash and the watches for pickup in Miami by Mayweather's security guard within a few hours.



93. On September 22, 2024, at approximately 1:30 a.m., someone purporting to be part of Mayweather's security team arrived at Winer's home and collected the \$20,000 in cash and the two watches from Winer.



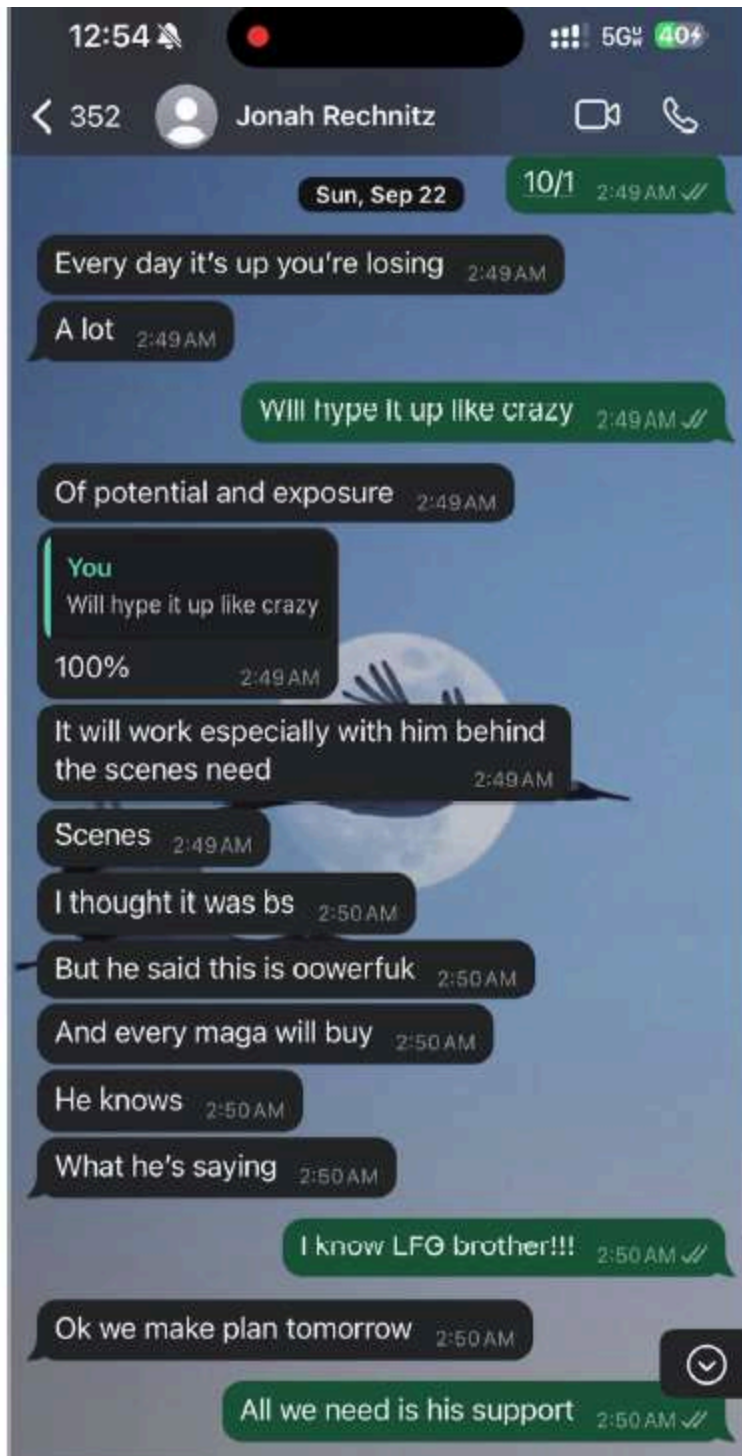
94. At approximately 2:30 am on September 22, 2024, Rechnitz sent Winer messages claiming that he and Mayweather had an initial video call with Musk and that Musk was interested, would review everything, and would get back to them on his vision for The Eyes Collection. This all was a lie.

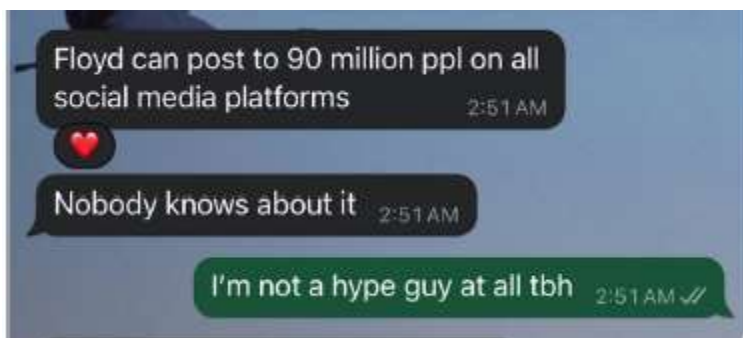


95. Later that day, Rechnitz claimed that Musk had advised Winer to take the Auction offline and reschedule it after obtaining other celebrity endorsements, which, of course, Rechnitz promised he could provide. This was a lie. Rechnitz merely was setting up the opportunity to defraud Plaintiffs in the future by getting them to pay for other celebrity endorsements that Rechnitz claimed he had access to.

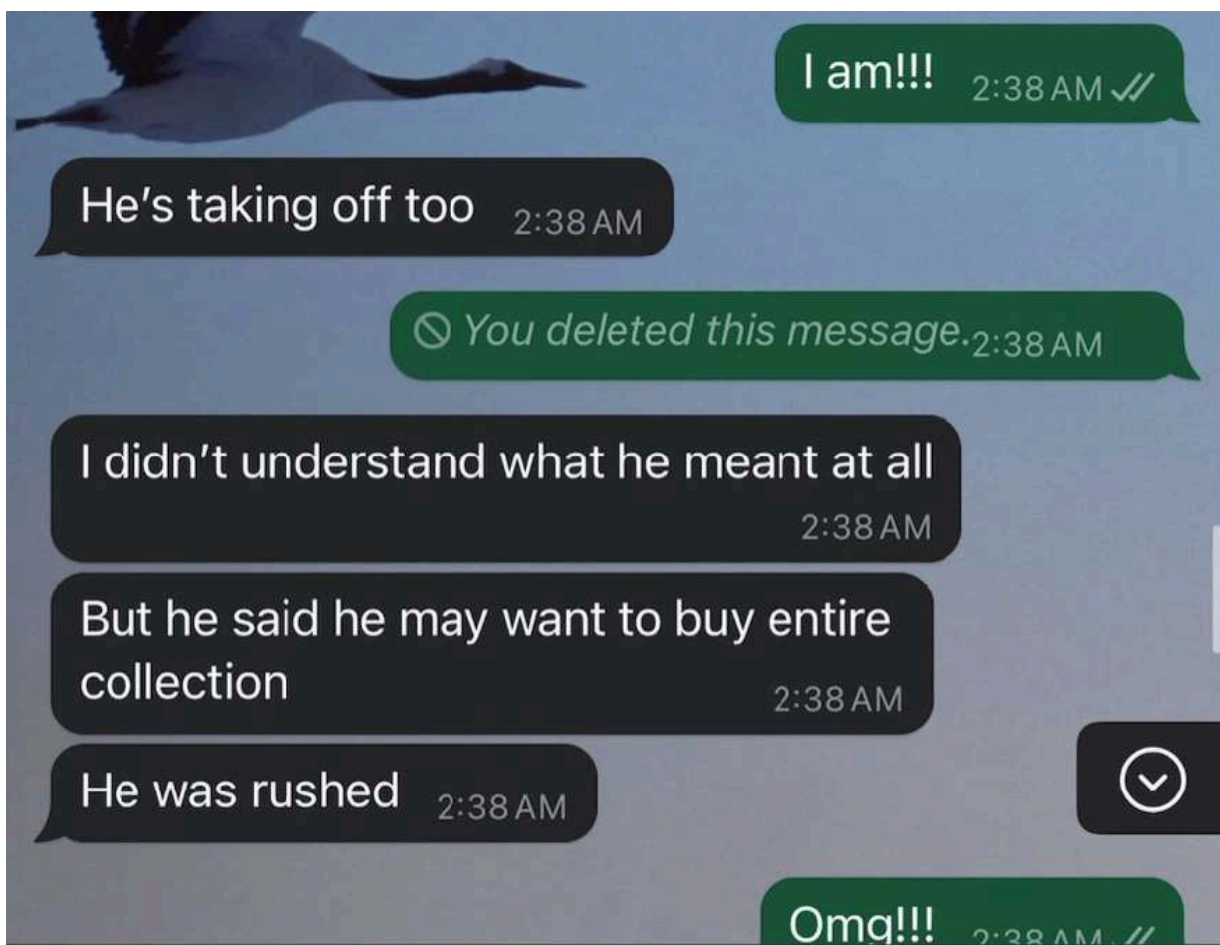


96. Rechnitz further claimed that Musk said that The Eyes Collection was “powerful” and that “every MAGA will buy it.”

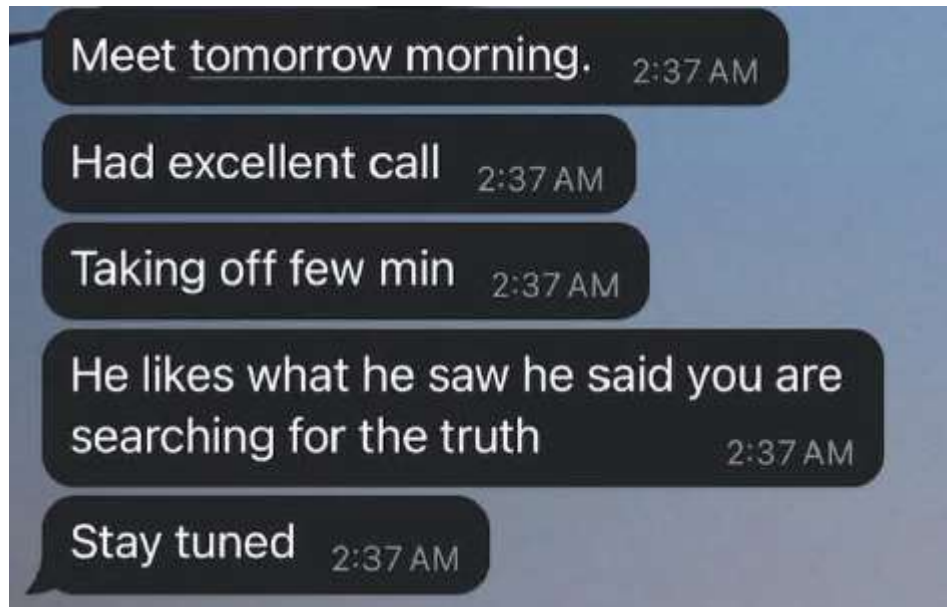




97. Rechnitz also claimed that Musk “said he may want to buy entire collection.”



98. Rechnitz told Winer that he was heading to Miami that night so that Winer could have the call with Musk the following morning. This too was lie.



99. Ultimately, Plaintiffs could not stop the Auction from going forward.

100. After Winer informed Rechnitz that he could not take the Auction offline, Rechnitz refused to arrange the call between Winer and Musk, even though there was still time to promote The Eyes Collection before it automatically would become free.

101. Over the following months, Winer sought to address with Rechnitz the wrongful conduct and conspiracy directed against him. In response, Rechnitz reacted with hostility, issuing threats against Winer and his family.

102. Indeed, Rechnitz acted on several of his threats by intimidating and harassing Winer's brother-in-law and orchestrating the blockage of Winer's ex-wife's business Instagram account.

103. In hindsight, it is clear that Defendants took advantage of Plaintiffs.

104. All Defendants shared in the proceeds of the frauds on Plaintiffs.

105. All conditions precedent to the filing of the action have been satisfied or waived.

COUNT I
FRAUD / FRAUDULENT INDUCEMENT
(against all Defendants)

106. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in those paragraphs of this demand marked “1” through “105” inclusive, with the same force and effect as if fully set forth at length herein.

107. Defendants Frid, Ayal, Apex, and Rechnitz made false representations of material fact to induce Plaintiff to enter into the September 16 Agreement.

108. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

109. Plaintiffs relied on Defendants’ misrepresentations, [REDACTED] [REDACTED] which Defendants agreed to divide among themselves as payment for their respective roles in the fraud and theft. As Defendants all were aware, Plaintiffs further relied on their misrepresentations by not pursuing other marketing relationships, causing The Eyes Collection to become available for free and causing Plaintiffs to suffer damages in the hundreds of millions of dollars or more.

110. Defendants further lied to Winer when they provided Winer with

[REDACTED]

[REDACTED]

[REDACTED] These false statements were both an effort to conceal and perpetuate their fraud, and part of a broader scheme to steal more from Winer.

111. Specifically, Defendants knew that [REDACTED]

[REDACTED]

[REDACTED] would induce Winer to want follow-up communications with Musk. However, neither Mayweather nor Defendants ever communicated with Musk, and Defendants never even asked Mayweather to do so.

112. Through this lie, Defendants tried to entice Plaintiffs to give them \$4 million to have Mayweather send a message to Musk and to arrange a video call between Winer and Musk.

113. Realizing that Plaintiffs did not have the \$4 million available, Defendants decided instead to get as much out of Plaintiffs as they possibly could. But their goal was not merely to defraud and steal from Plaintiffs, but to destroy The Eyes Collection and harm Winer.

114. To that end, Rechnitz fabricated a story about getting Mayweather to agree that he would setup the video call between Winer and Musk in exchange for Winer's watches and Winer's remaining \$20,000 in cash.

115. Rechnitz further lied when he told Winer that he was on his way to Miami to see Winer and arrange the video call with Musk.

116. Defendants further (a) represented to Winer that they could get Floyd Mayweather to contact Elon Musk on Plaintiffs' behalf; (b) that Floyd Mayweather had both the ability and intention to contact Elon Musk on Winer's behalf; (c) that Floyd Mayweather could arrange the video call between Winer and Musk; and (d) that Mayweather's relationship with Musk was such that Musk would actually read the communications and understand that Mayweather had sent them in earnest. All these representations were false.

117. Defendants made these misrepresentations with the intent to defraud Plaintiffs and induce Winer to pay them with the \$20,000 and his watches, which Defendants divided among themselves as payment for their respective roles in the fraud and theft. As Defendants all were aware, Plaintiffs further relied on their misrepresentations by not pursuing other marketing relationships, causing The Eyes Collection to become available for free and causing Plaintiffs to suffer damages in the hundreds of millions of dollars or more.

118. Defendants coordinated their misconduct and actions to present a unified front and mislead Plaintiffs. Each Defendant agreed to participate in the fraudulent scheme and took overt acts in furtherance thereof.

119. As a direct and proximate result of Defendants' fraudulent acts, Plaintiffs has suffered substantial damages, which continue to accrue.

WHEREFORE, Plaintiffs demand judgment against Defendants for damages, attorneys' fees and costs, pre and post judgment interest, punitive damages, and such other and further relief as the Court deems just and proper.

COUNT II
CONSPIRACY TO COMMIT FRAUD
(against all Defendants)

120. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in those paragraphs of this demand marked “1” through “105” inclusive, with the same force and effect as if fully set forth at length herein.

121. Defendants Frid, Ayal, Apex, and Rechnitz made false representations of material fact to induce Plaintiff to enter into the September 16 Agreement.

122. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

123. Plaintiffs relied on Defendants’ misrepresentations, [REDACTED] [REDACTED] which Defendants agreed to divide among themselves as payment for their respective roles in the fraud and theft. As Defendants all were aware, Plaintiffs further relied on their misrepresentations by not pursuing other marketing relationships, causing The Eyes Collection to become available for free and causing Plaintiffs to suffer damages in the hundreds of millions of dollars or more.

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[REDACTED]

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131. Defendants made these misrepresentations with the intent to defraud Plaintiffs and induce Winer to pay them with the \$20,000 and his watches, which Defendants divided among themselves as payment for their respective roles in the fraud and theft. As Defendants all were aware, Plaintiffs further relied on their misrepresentations by not pursuing other marketing relationships, causing The Eyes Collection to become available for free and causing Plaintiffs to suffer damages in the hundreds of millions of dollars or more.

132. Defendants coordinated their misconduct and actions to present a unified front and mislead Plaintiffs. Each Defendant agreed to participate in the fraudulent scheme and took overt acts in furtherance thereof.

133. As a direct and proximate result of Defendants' fraudulent acts, Plaintiffs has suffered substantial damages, which continue to which continue to accrue.

WHEREFORE, Plaintiffs demand judgment against Defendants for damages, attorneys' fees and costs, pre and post judgment interest, punitive damages, and such other and further relief as the Court deems just and proper.

COUNT III
CONVERSION
(against All Defendants)

134. Winer repeats, reiterates, repeat, reiterate, and reallege each and every allegation contained in those paragraphs of this demand marked “1” through “105” inclusive, with the same force and effect as if fully set forth at length herein.

135. Winer is the rightful owner of two high-value watches: an Audemars Piguet and a Patek Philippe, collectively referred to as the “two watches.”

136. On and before September 22, 2024, Winer had possession of the two watches and maintained the right to possess and control them.

137. On or about September 22, 2024, Defendants Frid, Ayal, Apex, and Rechnitz unlawfully obtained Winer’s two watches under false pretenses.

138. Specifically, Defendant Rechnitz persuaded Plaintiff to part with the two watches, falsely promising that they were necessary to facilitate direct contact with Elon Musk.

139. Defendants’ act of taking possession of the two watches was wrongful and inconsistent with Plaintiff’s ownership and right to possess the watches. Defendants had no lawful claim to the watches and no intent to return them to Plaintiff.

140. Defendant Rechnitz, acting on behalf of all Defendants, took possession of Plaintiff’s two watches, knowing that no legitimate agreement or arrangement with Mayweather or Elon Musk was ever intended.

141. Defendants' wrongful retention of the two watches was inconsistent with Winer's property rights and deprived Plaintiff of the use, control, and enjoyment of his property.

142. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has suffered damages, including but not limited to the value of the two watches, which were valued at more than \$160,000, and the loss of use and enjoyment of his property. These damages continue to accrue.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, attorneys' fees and costs, pre and post judgment interest, punitive damages, and such other and further relief as the Court deems just and proper.

COUNT IV
AIDING AND ABETTING CONVERSION
(against All Defendants)

143. Winer repeats, reiterates, and realleges each and every allegation contained in those paragraphs of this demand marked "1" through "105" and "134" through "142" inclusive, with the same force and effect as if fully set forth at length herein.

144. Defendants Frid, Ayal, Apex, and Rechnitz aided and abetted the conversion of Plaintiff's two high-value watches, an Audemars Piguet and a Patek Philippe, through their wrongful acts, knowledge, and substantial assistance in the conversion.

145. Defendant Rechnitz took possession of Winer's watches under false pretenses, falsely claiming that they were necessary to facilitate Plaintiff's contact with Elon Musk, thereby converting Plaintiff's property.

146. The wrongful conversion of Winer's watches was performed by Defendant Rechnitz, with the involvement and participation of the other Defendants.

147. Defendants collectively herein knew or should have known that their actions contributed to the wrongful conversion of Winer's watches.

148. Defendants knowingly and substantially assisted in the conversion.

149. Winer suffered damages as a result of the conversion and Defendants' actions.

WHEREFORE, Winer demands judgment against Defendants for damages, attorneys' fees and costs, pre and post judgment interest, punitive damages, and such other and further relief as the Court deems just and proper.

COUNT V
CIVIL THEFT
(against all Defendants)

150. Winer repeats, reiterates, repeat, reiterate, and reallege each and every allegation contained in those paragraphs of this demand marked "1" through "105" inclusive, with the same force and effect as if fully set forth at length herein.

151. Winer is the rightful owner of two high-value watches: an Audemars Piguet and a Patek Philippe, collectively referred to as the "two watches."

152. On and before September 22, 2024, Winer had possession of the two watches and maintained the right to possess and control them.

153. On or about September 22, 2024, Defendants Frid, Ayal, Apex, and Rechnitz unlawfully obtained Winer's two watches under false pretenses.

154. Specifically, Defendant Rechnitz persuaded Winer to part with the two watches, falsely promising that they were necessary to facilitate direct contact with Elon Musk.

155. Defendants' act of taking possession of the two watches was wrongful and inconsistent with Winer's ownership and right to possess the watches. Defendants had no lawful claim to the watches and no intent to return them to Winer.

156. Defendant Rechnitz, acting on behalf of all Defendants, took possession of Winer's two watches, knowing that no legitimate agreement or arrangement with Mayweather or Elon Musk was ever intended.

157. Defendants' wrongful retention of the two watches was inconsistent with Winer's property rights and deprived Winer of the use, control, and enjoyment of his property.

158. Defendants knowingly and intentionally acted to convert the watches.

159. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has suffered damages, including but not limited to the value of the two watches, which were valued at more than \$160,000, and the loss of use and enjoyment of his property. These damages continue to accrue.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, attorneys' fees and costs, pre and post judgment interest, punitive damages, and such other and further relief as the Court deems just and proper.

COUNT VI
AIDING AND ABETTING CIVIL THEFT
(against all Defendants)

160. Winer repeats, reiterates, and realleges each and every allegation contained in those paragraphs of this demand marked “1” through “105” and “150” through “159” inclusive, with the same force and effect as if fully set forth at length herein.

161. Defendants Frid, Ayal, Apex, and Rechnitz aided and abetted the conversion of Plaintiff’s two high-value watches, an Audemars Piguet and a Patek Philippe, through their wrongful acts, knowledge, and substantial assistance in the conversion.

162. Defendant Rechnitz took possession of Winer’s watches under false pretenses, falsely claiming that they were necessary to facilitate Plaintiff’s contact with Elon Musk, thereby converting Plaintiff’s property.

163. The wrongful conversion of Winer’s watches was performed by Defendant Rechnitz, with the involvement and participation of the other Defendants.

164. Defendants collectively herein knew or should have known that their actions contributed to the wrongful conversion of Winer’s watches.

165. Defendants knowingly and substantially assisted in the conversion.

166. Winer suffered damages as a result of the conversion and Defendants’ actions.

167. Collectively, Defendant's actions were substantial and integral to the civil theft of Plaintiff's two watches, as their fraudulent acts and misrepresentations directly contributed to Plaintiff's wrongful loss of his property.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, attorneys' fees and costs, pre and post judgment interest, punitive damages, and such other and further relief as the Court deems just and proper.

COUNT VII
BREACH OF SEPTEMBER 16 CONTRACT
(against Apex)
IN THE ALTERNATIVE

168. Winer repeats, reiterates, and realleges each and every allegation contained in those paragraphs of this demand marked "1" through "105" inclusive, with the same force and effect as if fully set forth at length herein.

169. Winer pleads this count in the alternative.

170. Winer and Apex entered into the September 16 Agreement, which is valid and enforceable.

171. Apex breached the September 16 Agreement, including the specific provisions set forth above.

172. Apex's breaches of the September 16 Agreement have cause Winer to suffer damages, which continue to accrue.

WHEREFORE, Winer demands judgment against Defendants for damages, attorneys' fees and costs, pre and post judgment interest, and such other and further relief as the Court deems just and proper.

COUNT VIII
BREACH OF SEPTEMBER 22 CONTRACT
(against Rechnitz)
IN THE ALTERNATIVE

173. Winer repeats, reiterates, and realleges each and every allegation contained in those paragraphs of this demand marked “1” through “105” inclusive, with the same force and effect as if fully set forth at length herein.

174. Winer pleads this count in the alternative.

175. Winer and Rechnitz entered into the September 22 Agreement, which is valid and enforceable.

176. Rechnitz breached the September 22 Agreement, including the specific provisions set forth above.

177. Rechnitz’s breaches of the September 22 Agreement have cause Winer to suffer damages, which continue to accrue.

WHEREFORE, Winer demands judgment against Defendants for damages, attorneys’ fees and costs, pre and post judgment interest, and such other and further relief as the Court deems just and proper.

Dated: January 30, 2025

Respectfully Submitted

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EXHIBIT A

