UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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CLAYTON HOWARD,

Plaintiff,

–against–

NETFLIX, INC., CURTIS JACKSON, ALEXANDRIA STAPLETON, G-UNIT FILMS AND TELEVISION INC., HOUSE OF NONFICTION INC., and WEST TOWER ROAD LLC,

Defendants.
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26-CV-707

REPORT AND RECOMMENDATION

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United States Magistrate Judge:

TO THE HONORABLE JUDGE:

Clayton Howard, proceeding pro se, brings this action against Netflix, Inc., Curtis "50 Cent" Jackson, Alexandria Stapleton, G-Unit Films and Television Inc. ("G-Unit"), House of Nonfiction Inc. ("House of Nonfiction"), and West Tower Road LLC ("West Tower Road"), asserting eleven causes of action arising out of his participation in Sean Combs: The Reckoning (the "Series"), a four-episode documentary released on Netflix on December 2, 2025. Howard is a victim of sex trafficking who cooperated with the Government in the criminal prosecution of Sean "Diddy" Combs. He alleges that Defendants induced him to sit for two interviews with promises that his "complete and true story" would be told, edited his account to shield Casandra "Cassie" Ventura — the person he identifies as his primary trafficker — and to advance a campaign against Combs, and then falsely told the public that no participant in the Series had been paid.

The First Amended Complaint ("FAC") asserts claims under 42 U.S.C. §§ 1985(2) and 1986, the Trafficking Victims Protection Reauthorization Act ("TVPA"), 18 U.S.C. § 1595, and

the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961–1968, together with state-law claims for fraudulent inducement, defamation per se, intentional infliction of emotional distress, breach of the implied covenant of good faith and fair dealing, deceptive business practices under New York General Business Law § 349, and unjust enrichment, and a standalone claim for a declaratory judgment. Defendants move to dismiss under Federal Rules of Civil Procedure 8(a), 9(b), and 12(b)(6). They rely principally on an Appearance Release that Howard signed on September 17, 2024, in which he released, and covenanted not to sue on, "any and all claims . . . of any kind or nature whatsoever" relating to the Series or his participation in it.

Because the Appearance Release bars Howard's state-law claims, and because no count of the FAC states a plausible claim in any event, I recommend that the Court GRANT the motion and dismiss the First Amended Complaint with prejudice. Howard's separate motion for judicial notice, which is nondispositive and within the scope of the general pretrial reference, is GRANTED in part and DENIED in part by order, as set forth below.

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FACTUAL BACKGROUND

The following facts are drawn from the First Amended Complaint, ECF No. 19 ("FAC"), from documents integral to it — principally the Appearance Release, ECF No. 41-2 (the "Release"), and the Series itself, ECF No. 41-1 — and, where noted, from court records of which the Court takes judicial notice. The Court accepts the FAC's well-pleaded factual allegations as true and draws all reasonable inferences in Howard's favor. Because Howard proceeds pro se, the Court also considers the factual assertions in his opposition papers, including his declaration, ECF No. 44 ("Howard Decl."), to the extent they are consistent with the FAC. See Walker v. Schult, 717 F.3d 119, 122 n.1 (2d Cir. 2013).

I. Howard and the Combs Prosecution

Howard alleges that between approximately 2009 and 2019 he was a victim of sex trafficking "perpetrated by both Sean 'Diddy' Combs and Casandra 'Cassie' Ventura." FAC ¶ 17. He alleges that he "was paid to fly from New York City to Los Angeles and from New York City to Miami over a period of years for the sole purpose of engaging in sexual activities with Cassie Ventura," that "Ventura was Plaintiff's primary contact and offender throughout this eight-year period, not Sean Combs," and that he "never had any sexual encounters with Sean Combs." FAC ¶¶ 19–20. Howard cooperated with the United States Attorney's Office for this District for approximately 18 months in connection with United States v. Combs, No. 24-cr-542 (AS) (S.D.N.Y.), and he is identified as Victim-2 in Count Three of the indictment in that case. FAC ¶¶ 21–22; Howard Decl. ¶ 2. Court records reflect that Combs was convicted on that count, which charged transportation to engage in prostitution, and that Judge Subramanian — while denying as untimely a post-judgment motion Howard filed in the criminal case — stated that the Government should, where reasonably possible, share certain records with Howard so that he could pursue a victim-remission application. See Section I.B, infra. Nothing in this Report and Recommendation rests on any doubt about Howard's account of his victimization.

II. The Production Agreements and the First Interview

In the summer of 2024, representatives of the production — including Stapleton, the Series' director, whose company House of Nonfiction served as a production entity — recruited Howard to participate in a documentary about Combs, then under the working title "Untitled DD Project." FAC ¶¶ 10, 12, 25–29; Release at 1. Howard alleges that Stapleton and other agents of Defendants represented, among other things, "[t]hat they wanted to tell Plaintiff's complete and true story"; "[t]hat Plaintiff's account as a victim would be presented accurately and fairly"; that

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the documentary would offer "something different than all the rest of the content coming out"; and "[t]hat Plaintiff's story as a trafficking victim would be told truthfully." FAC ¶ 29.

Two agreements followed. On July 19, 2024, Howard entered into a Materials License Agreement with West Tower Road, under which he licensed personal materials — photographs and videos — for use in the project in exchange for $2,000. FAC ¶¶ 13, 43–44. On September 17, 2024, after sitting for his first interview, Howard executed the Appearance Release in favor of West Tower Road (the "Producer"). Release at 1, 3; FAC ¶ 48. Howard was represented by counsel at the time; he states that his then-attorney "instructed me to sign and represented to me that I was protected." Howard Decl. ¶ 7. The FAC itself anticipates the Release's significance, alleging that Howard "also executed an Appearance Release on or about September 17, 2024, which Defendants will likely assert as a defense." FAC ¶ 48.

Three provisions of the Release matter here. First, Howard granted the Producer the right to:

> edit, delete, dub or change the Recordings or juxtapose the Recordings with other materials in any manner (all in Producer's sole discretion) . . . and the right to use, reuse, license and/or otherwise exploit the Recordings, along with my name, photographs, likenesses, voice and biographical material . . . in and in connection with the Project . . . in any and all manner and media now known or hereafter devised, throughout the universe, in perpetuity.

Release § 1. Second, the Release provides that the Producer "shall have no obligation to actually use the Recordings or my contributions hereunder to directly or indirectly produce, release, distribute or exploit the Project." Id. § 2. Third, Howard agreed to a release and covenant not to sue:

> I, on behalf of myself and my heirs, successors, and assigns, hereby expressly and irrevocably release, and shall neither sue nor bring any proceeding against, Producer and the applicable distributor of the Project, and each their respective affiliates, successors, licensees and assigns, and each of their respective directors, employees, agents and representatives (the "Released Parties") from and against any and all claims, demands, costs, and causes of action of any kind or nature

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> whatsoever which I have or may have that relate to the Project or my participation in connection therewith, including, without limitation, claims for invasion of privacy, libel, false light, defamation, violation of right of publicity, and/or any other cause of action arising out of or related to the production, distribution, exhibition, advertising, promotion or other exploitation of the Project or the Recordings . . . .

Id. § 3. The Release recites the receipt and sufficiency of "good and valuable consideration," is governed by New York law, and "supersede[s] any and all prior negotiations and communications, whether written or oral." Id. at 1–2.

III. The Payment Dispute and the Second Interview

Beginning in late December 2024, Howard corresponded about payment with Vanessa Sanchez, a production employee who served as his point of contact. (Although Howard's declaration refers to "Defendant Sanchez," she is not a defendant in this action. See FAC ¶ 39 (describing Sanchez as "an employee or agent of Defendants House of Nonfiction, Stapleton, and the production companies").) After an exchange about banking forms, Howard received the $2,000 payment under the Materials License by ACH transfer from West Tower Road on January 16, 2025. FAC ¶¶ 77, 79.

Howard also wrote to the production to express concern that his first interview had not captured Ventura's role in his trafficking. On February 28, 2025 — as the FAC emphasizes, "MORE THAN FIVE MONTHS after" he signed the Release — Sanchez responded: "We are definitely not looking to tell a story that is inaccurate and understand your reasoning in wanting to reach out"; "It takes a lot to come forward and speak your truth when it goes against the narrative that everyone is telling"; and "We are filming again in NYC next week." FAC ¶¶ 51–52. On March 6, 2025, Howard sat for a second interview at a Brooklyn townhouse. FAC ¶¶ 61–62; Howard Decl. ¶ 17. He states that he gave "a comprehensive, detailed account" of his experiences, including "the sex trafficking by both Sean Combs and Cassandra Ventura" and

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"the full and complete role and conduct of Cassandra Ventura." Howard Decl. ¶ 20. He further states that, before that interview, Sanchez told him that none of the other participants had complied with the no-other-appearances clause in their agreements, that public appearances "would be fine," and that she thanked him for being the only participant who had honored his agreement. Id. ¶ 18.

IV. The Series and Netflix's Statement

The Series was released on Netflix on December 2, 2025. ECF No. 42 ("Mot.") at 5. Jackson, through G-Unit, served as an executive producer; Stapleton directed; West Tower Road and House of Nonfiction were production entities; and Netflix distributed the Series. FAC ¶¶ 8–13. (The FAC refers to the documentary as "Diddy: The Making of a Bad Boy" and alleges a December 2, 2024 release date, FAC ¶¶ 3, 66, but the parties agree that the program at issue is Sean Combs: The Reckoning, released December 2, 2025; a different documentary about Combs bears the name the FAC uses. See ECF No. 1 at 3 n.1; Mot. at 1, 5. The discrepancy is immaterial to the analysis.) Howard appears in one of the Series' four episodes — the third, titled "Official Girl" — in interspersed clips totaling approximately seven minutes, in which he describes his paid sexual encounters with Ventura and recounts Combs's physical abuse of Ventura. Mot. at 8 (citing Farkas Decl. Ex. 1, Episode 3, at 33:34–38:36, 40:34–42:39).

Howard alleges that the Series as aired "deliberately omitted and suppressed" his testimony that Ventura sex trafficked him; that he was paid to travel "for the sole purpose of engaging in sexual activities with Ventura, not Combs"; that Ventura "was his primary contact and controller"; and that he "never had sexual contact with Sean Combs." FAC ¶ 68. The result, he alleges, was a portrayal falsely implying that he "was trafficked solely by Sean Combs, when in fact Cassie Ventura was his primary trafficker"; that his "account supported Cassie Ventura's

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credibility as a victim"; and that "Combs was Plaintiff's primary offender." FAC ¶ 178. He attributes the editing to a "well-documented personal and business vendetta" that Jackson "has publicized extensively through social media," FAC ¶ 9, and to a scheme to protect Ventura's public narrative, FAC ¶¶ 5–6, 68–69.

Finally, Howard alleges that on or about December 5, 2025, "in response to mounting public criticism of The Documentary's treatment of participants, Netflix, Inc. publicly released a statement claiming that no participants in The Documentary were paid or compensated for their interviews or participation in the documentary." FAC ¶ 74. Howard alleges the statement "was false and Netflix knew it was false when made" because he had been paid — the $2,000 he received in January 2025. FAC ¶¶ 76–79. Defendants respond that the statement was true: the $2,000 was paid under the Materials License for Howard's photographs and other archival materials, not for his interviews. Mot. § II.F.

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PROCEDURAL BACKGROUND

Howard filed this action in Supreme Court, New York County, on December 26, 2025. ECF No. 1 ¶ 2. Defendants removed on January 28, 2026, invoking diversity jurisdiction under 28 U.S.C. § 1332(a): Howard is a citizen of New Jersey; Netflix is a citizen of Delaware and California; Jackson and Stapleton are citizens of Texas; G-Unit is a citizen of New York and California; House of Nonfiction is a citizen of Texas; West Tower Road, whose members are Stapleton and House of Nonfiction, is a citizen of Texas; and the amount in controversy far exceeds $75,000. ECF No. 1 ¶¶ 4–8. The Court is satisfied that complete diversity exists and that it has subject-matter jurisdiction. On January 30, 2026, Judge Ho referred the case to my docket for general pretrial supervision. ECF No. 6. Howard filed a proposed consent to magistrate judge jurisdiction, ECF No. 9, but Defendants have not consented. I therefore address Defendants'

dispositive motion by report and recommendation, see 28 U.S.C. § 636(b)(1)(B), and Howard's nondispositive motion for judicial notice by order, see 28 U.S.C. § 636(b)(1)(A).

Howard filed the FAC on February 22, 2026, ECF No. 19, and Defendants moved to dismiss on April 27, 2026, ECF Nos. 40–42, supported by the declaration of Ilene Farkas attaching the Series and the Release, ECF No. 41. Howard opposed on May 17, 2026, ECF No. 43 ("Opp."), supported by his declaration and exhibits, ECF Nos. 43-1 to 43-5, 44–45. The next day, he moved under Federal Rule of Evidence 201 for judicial notice of his "victim status." ECF No. 46. With an extension and leave to file excess pages, ECF No. 50, Defendants replied on June 5, 2026. ECF No. 51 ("Reply"). The motion is fully submitted. Defendants requested oral argument; because the parties' submissions adequately present the issues, that request is denied.

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DISCUSSION

I. Preliminary Matters

A. Materials the Court May Consider

On a Rule 12(b)(6) motion, the Court's review is ordinarily limited to "facts stated on the face of the complaint, . . . documents appended to the complaint or incorporated in the complaint by reference, and . . . matters of which judicial notice may be taken." Goel v. Bunge, Ltd., 820 F.3d 554, 559 (2d Cir. 2016). A document not attached to the complaint may also be considered where the complaint "relies heavily upon its terms and effect," rendering the document "integral." Chambers v. Time Warner, Inc., 282 F.3d 147, 153 (2d Cir. 2002).

Both exhibits to the Farkas Declaration qualify. The Release is pleaded in the FAC itself, which predicts that "Defendants will likely assert [it] as a defense," FAC ¶ 48, and devotes a section of allegations to defeating it, FAC ¶¶ 109–113; Howard's fraudulent-inducement claim attacks the circumstances of its execution. The Series is the publication on which nearly every

claim depends — the FAC "relies heavily" on what the Series does and does not say about Howard. The Court considers the Series only for what it indisputably contains, not to resolve any contested question of fact. Finally, because Howard is pro se, the Court considers the additional factual assertions in his opposition declaration to the extent they are consistent with the FAC. Walker, 717 F.3d at 122 n.1. Defendants urge that some of those assertions — chiefly, that Howard's own former attorney labored under a conflict of interest when he advised Howard to sign the Release — are new theories inconsistent with the FAC. Reply at 5 n.9. The Court need not police that line: as explained below, Howard's claims fail even with the declaration's assertions taken into account.

B. Howard's Motion for Judicial Notice

Howard asks the Court to take judicial notice of six facts concerning his status as a victim in the Combs prosecution, supported by the Government's sentencing memorandum in that case (No. 24-cr-542, ECF No. 516, at 41), an order of Judge Subramanian dated January 28, 2026 (id., ECF No. 638), and Howard's own analysis of Ventura's trial testimony. ECF No. 46. A court "may take judicial notice of a document filed in another court not for the truth of the matters asserted in the other litigation, but rather to establish the fact of such litigation and related filings." Global Network Commc'ns, Inc. v. City of New York, 458 F.3d 150, 157 (2d Cir. 2006).

Applying that settled limit, the motion is GRANTED to the extent it asks the Court to notice the existence and contents of the criminal-docket records: that the Government's sentencing memorandum identifies Howard as Victim-2 in Count Three; that Combs was convicted on that count; and that Judge Subramanian's January 28, 2026 order states what it states, including its statement that the Government should, where reasonably possible, share

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documents with Howard in connection with a remission application. The motion is DENIED to the extent it asks the Court to notice the truth of trial testimony, Howard's own characterizations of that testimony, or the legal conclusion that he is a "documented victim" whose status has been adjudicated for purposes of this civil case. Those are not facts "not subject to reasonable dispute" within Federal Rule of Evidence 201(b). The ruling has no practical effect on the outcome: the Court assumes the truth of Howard's allegations about his victimization throughout, and nothing below turns on doubting them.

II. Legal Standards

To survive a motion to dismiss, a complaint must plead "enough facts to state a claim to relief that is plausible on its face." Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007). A claim is facially plausible "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009). The Court accepts as true the complaint's well-pleaded factual allegations and draws all reasonable inferences in the plaintiff's favor, but "[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice." Id. Determining plausibility is "a context-specific task that requires the reviewing court to draw on its judicial experience and common sense." Id. at 679. Claims sounding in fraud must also satisfy Rule 9(b)'s particularity requirement.

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Because Howard proceeds pro se, his complaint "must be held to less stringent standards than formal pleadings drafted by lawyers," Erickson v. Pardus, 551 U.S. 89, 94 (2007), and the Court construes it liberally "to raise the strongest arguments that [it] suggest[s]," Chavis v. Chappius, 618 F.3d 162, 170 (2d Cir. 2010). But the Court "cannot invent factual allegations that

[the plaintiff] has not pled," id., and pro se status does not exempt a complaint from the requirement of plausibility.

III. The Appearance Release Bars Howard's State-Law Claims

Under New York law, which governs the Release by its terms, "a valid release constitutes a complete bar to an action on a claim which is the subject of the release." Centro Empresarial Cempresa S.A. v. América Móvil, S.A.B. de C.V., 17 N.Y.3d 269, 276 (2011). A release "may encompass unknown claims . . . if the parties so intend and the agreement is 'fairly and knowingly made,'" id. at 276–77, and "may bar contingent and future claims when the intent of the parties to that effect is clear," Rotberg v. Dodwell & Co., 152 F.2d 100, 101 (2d Cir. 1945). A release may be set aside only on "traditional" contract grounds — "duress, illegality, fraud, or mutual mistake." Centro Empresarial, 17 N.Y.3d at 276. Courts in this Circuit routinely enforce broad participant releases of exactly this kind against claims arising from a program participant's dissatisfaction with how he was portrayed. See Bihag v. A&E Television Networks, LLC, 669 F. App'x 17, 18–19 (2d Cir. 2016) (summary order) (release of "any and all claims" arising out of "appearance or participation in the Program" was "clear, broad, and dispositive"); Moore v. Cohen, 548 F. Supp. 3d 330 (S.D.N.Y. 2021) (consent agreement barred defamation, fraud, and emotional-distress claims arising from television appearance), aff'd sub nom. Moore v. Baron Cohen, No. 21-1702-cv (2d Cir. July 7, 2022) (summary order).

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A. The Release Covers These Claims and These Defendants

The Release's language reaches every claim in the FAC that arises from the Series or Howard's participation in it. Howard released "any and all claims . . . of any kind or nature whatsoever which I have or may have that relate to the Project or my participation in connection therewith," expressly including claims for "libel, false light, [and] defamation" and "any other

cause of action arising out of or related to the production, distribution, exhibition, advertising, promotion or other exploitation of the Project or the Recordings." Release § 3. The phrase "or may have," and the enumeration of claims arising from "distribution" and "exhibition" — events that necessarily lay in the future when Howard signed — make the parties' prospective intent unmistakable. Rotberg, 152 F.2d at 101; see Bihag, 669 F. App'x at 18 (enforcing release of claims the participant "have or may have now or in the future"). The whole point of an appearance release executed before a program is finished is to cover the program that results.

The Release also reaches these Defendants. It runs to the Producer (West Tower Road) and "the applicable distributor of the Project" (Netflix), together with "their respective affiliates, successors, licensees and assigns, and each of their respective directors, employees, agents and representatives." Release § 3. Stapleton (a member of West Tower Road and the Series' director), House of Nonfiction (a member of West Tower Road and production entity), and Jackson and G-Unit (executive producers engaged in the production) fall comfortably within those categories on the FAC's own description of their roles. FAC ¶¶ 8–13; ECF No. 1 ¶ 8. Notably, none of Howard's six arguments against the Release contends that any defendant falls outside it; he attacks the Release's enforceability, not its coverage. See Opp. § I. In any event, every claim also fails on the merits, see Section IV, infra, so nothing turns on the outer boundary of the term "Released Parties."

One scope question the Court flags and does not resolve: whether the Release reaches Howard's defamation theory premised on Netflix's December 5, 2025 public statement about participant compensation — a statement about the Series, but not itself part of the Series. Because that claim fails on the merits regardless, see Section IV.F, infra, the Court need not decide whether it "relate[s] to" Howard's "participation" within the meaning of the Release.

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Likewise, because Howard's federal statutory claims fail on the merits, the Court does not reach Defendants' contention that the Release bars those claims too.

B. Howard's Challenges to the Release Fail

Howard advances six grounds for avoiding the Release. Opp. § I. None succeeds, alone or in combination.

1. Fraudulent inducement. A party seeking to invalidate a release for fraudulent inducement must "establish the basic elements of fraud" — a material misrepresentation, falsity, scienter, justifiable reliance, and injury. Centro Empresarial, 17 N.Y.3d at 276. The representations Howard identifies — that Defendants "wanted to tell [his] complete and true story" and would present his account "accurately and fairly," FAC ¶ 29 — are promises about future editorial conduct, not misstatements of existing fact. "[I]ntentionally-false statements . . . indicating [an] intent to perform" do not support a fraud claim under New York law. Bridgestone/Firestone, Inc. v. Recovery Credit Servs., Inc., 98 F.3d 13, 19–20 (2d Cir. 1996). Nor could reliance on a promise of favorable or complete portrayal be justifiable as a matter of law, because the instrument Howard signed says the opposite: it grants the Producer the right to "edit, delete, dub or change" his interview footage "in any manner" in its "sole discretion," disclaims any obligation to use his contributions at all, and supersedes all prior oral communications. Release §§ 1–2; see Moore v. Baron Cohen, No. 21-1702-cv (2d Cir. July 7, 2022) (contractual disclaimer "destroys the allegations . . . that the agreement was executed in reliance upon . . . contrary oral representations") (quoting Danann Realty Corp. v. Harris, 5 N.Y.2d 317, 320–21 (1959)). The chronology defeats the theory independently: the most specific assurances Howard quotes — Sanchez's February 28, 2025 email — came, as the FAC itself stresses, more than five months after he signed. FAC ¶¶ 51–52. A statement made in February

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2025 cannot have induced a signature in September 2024. And Howard's newest assertions — that his own former lawyer had a conflict of interest and told him to sign, Howard Decl. ¶¶ 7–9 — are accusations against his former counsel, not allegations that these Defendants misrepresented anything. A principal's remedy for bad advice lies against the adviser; it does not void a contract with a counterparty.

2. The second interview. Howard argues the Release does not cover his March 6, 2025 interview because the Release predates it. But the Release covers his "participation in connection" with the Project, grants ongoing rights to "interview and record" him, and extends to claims he "may have." Release §§ 1, 3. On Howard's own account, the second sitting was a continuation of the same project: he asked the production to supplement his account, and Sanchez told him "[w]e are filming again in NYC next week." FAC ¶¶ 51–52. An appearance release for an ongoing production is not exhausted interview-by-interview. In any event, the only claim distinctively tied to the second interview — fraudulent inducement to sit for it — fails for the independent reasons explained below. See Section IV.E, infra.

3. The integration clause. Howard contends the Release's integration clause cannot reach representations made after the Release was signed. That is true and beside the point. The integration clause forecloses reliance on pre-execution promises; post-execution statements could not have induced the Release at all. Either way, the fraudulent-inducement attack fails. And a claim built on post-execution statements remains a claim "relat[ing] to the Project or [Howard's] participation," within the covenant not to sue. Release § 3.

4. Waivability of federal claims. Citing Alexander v. Gardner-Denver Co., 415 U.S. 36 (1974), Howard argues that federal civil-rights and TVPA claims cannot be prospectively waived. Gardner-Denver held that an employee's Title VII rights are not subject to prospective

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waiver through a union's collective-bargaining agreement — and it expressly contemplated that an individual may waive such a claim in a settlement that is "voluntary and knowing." It does not hold that federal claims are unreleasable. The settled rule is that "a release that is clear and unambiguous on its face and which is knowingly and voluntarily entered into will be enforced," including as to federal statutory claims. Saint-Jean v. Emigrant Mortg. Co., 129 F.4th 124 (2d Cir. 2025) (quoting Pampillonia v. RJR Nabisco, Inc., 138 F.3d 459, 463 (2d Cir. 1998)); see Bormann v. AT&T Commc'ns, Inc., 875 F.2d 399, 403 (2d Cir. 1989) (totality-of-the-circumstances test). No statute comparable to the anti-waiver provision at issue in Saint-Jean governs here. The Court nonetheless need not decide whether Howard's release of his federal claims was knowing and voluntary, because those claims fail at the threshold. See Sections IV.A–D, infra.

5. Selective enforcement. Howard asserts that Defendants enforced the Release's no-other-appearances clause only against him — "the only federally certified trafficking victim among all Documentary participants" — while excusing everyone else, and that Sanchez's admissions prove it. Opp. § I.E; Howard Decl. ¶ 18. Howard cites no authority, and the Court has found none, holding that a producer's forbearance from enforcing one covenant against other participants renders a release of claims unenforceable against the signatory. At most, the allegation describes a waiver by Defendants of their own contractual rights — one that, on Howard's telling, ran in his favor, since Sanchez told him his future "appearances would be fine." It does not void his covenant not to sue.

6. Unconscionability and public policy. Finally, Howard argues that enforcing the Release against "a federally certified victim" would be unconscionable. Under New York law, unconscionability requires a showing that the contract was both procedurally and substantively

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unconscionable when made. Nothing pleaded meets that standard. Howard was represented by counsel when he signed, Howard Decl. ¶ 7; he acknowledged consideration, Release at 1; and the terms — broad editorial discretion and a broad release — are the industry-standard architecture of participation in documentary programming, enforced repeatedly in this Circuit. Bihag, 669 F. App'x at 18–19; Moore, 548 F. Supp. 3d 330. The Court does not minimize what Howard endured, or the courage his cooperation required. But his history does not make this contract unconscionable, and no statute or public policy of New York forbids what he agreed to. Cf. Saint-Jean, 129 F.4th 124 (release unenforceable where a federal statute expressly barred waiver).

The Release and covenant not to sue therefore bar Counts Five through Ten — the state-law claims for fraudulent inducement, defamation, intentional infliction of emotional distress, breach of the implied covenant, deceptive practices, and unjust enrichment — each of which arises from the production, content, distribution, or promotion of the Series or from Howard's participation in it. Even if any of those claims escaped the Release, each fails on the merits, as set forth below.

IV. The FAC Does Not State a Claim

A. Conspiracy to Obstruct Justice, 42 U.S.C. § 1985(2) (Count One)

The first clause of § 1985(2) reaches conspiracies "to deter, by force, intimidation, or threat, any party or witness in any court of the United States from attending such court, or from testifying to any matter pending therein, freely, fully, and truthfully," and conspiracies "to injure such party or witness in his person or property on account of his having so attended or testified." 42 U.S.C. § 1985(2). Unlike other portions of § 1985, the first clause requires no class-based animus, Kush v. Rutledge, 460 U.S. 719, 724–25 (1983), and its essential elements are "(1) a

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conspiracy between two or more persons, (2) to deter a witness by force, intimidation or threat from attending court or testifying freely in any pending matter, which (3) results in injury to the plaintiff," Chahal v. Paine Webber Inc., 725 F.2d 20, 23 (2d Cir. 1984).

Howard alleges that Defendants conspired to deter him "from testifying freely, fully, and truthfully in his pending federal proceedings" — the Combs prosecution, in which he was a cooperating witness, and his own civil action against Combs and Ventura. FAC ¶¶ 139–144. But the FAC pleads no act of force, no intimidation, and no threat directed at Howard's testimony in any proceeding. What it pleads is that Defendants interviewed him, steered the questioning toward Combs, edited the footage, and broadcast a version of his account he considers incomplete. Editing an interview is not intimidating a witness. The contrast with Chahal — where the defendants allegedly procured threats to a prospective witness's employment to stop him from testifying — is instructive: there, the coercive act was aimed at the witness's participation in court; here, nothing was. Howard in fact cooperated "fully and extensively" with the Government for eighteen months, through trial and conviction. FAC ¶¶ 21–22. Nor does the retaliation strand help: the FAC alleges that the editing served Ventura's public image and Jackson's "vendetta" against Combs, FAC ¶¶ 6, 9, 68–69 — editorial and commercial motives — and pleads no facts plausibly suggesting that any defendant acted "on account of" Howard's having testified or cooperated. The conspiracy allegations themselves are conclusory: the FAC lumps six defendants into an undifferentiated "scheme" without factual content suggesting an agreement whose object was to interfere with federal testimony. "Threadbare recitals," without more, do not state a claim. Iqbal, 556 U.S. at 678. Count One should be dismissed.

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B. Neglect to Prevent, 42 U.S.C. § 1986 (Count Two)

"[A] § 1986 claim must be predicated upon a valid § 1985 claim." Mian v. Donaldson, Lufkin & Jenrette Sec. Corp., 7 F.3d 1085, 1088 (2d Cir. 1993). Because Count One fails, Count Two fails with it.

C. TVPA Beneficiary Liability, 18 U.S.C. § 1595 (Count Three)

Section 1595 permits a trafficking victim to sue not only a perpetrator but also anyone who "knowingly benefits, financially or by receiving anything of value, from participation in a venture which that person knew or should have known has engaged in" trafficking. 18 U.S.C. § 1595(a). "Participation in a venture" means "knowingly assisting, supporting, or facilitating" the trafficking, 18 U.S.C. § 1591(e)(4), and requires "a causal relationship between affirmative conduct furthering the sex-trafficking venture and receipt of a benefit." Geiss v. Weinstein Co. Holdings LLC, 383 F. Supp. 3d 156, 169 (S.D.N.Y. 2019). The statute "targets those who participate in sex trafficking; it does not target [those] who turn a blind eye to the source of their financial sponsorship." Id. (quoting United States v. Afyare, 632 F. App'x 272, 286 (6th Cir. 2016)).

In his opposition, Howard narrows this claim to Jackson, resting on Jackson's "documented personal relationship with trafficking venture participants." Opp. § IV. The theory fails on its own terms. The venture that trafficked Howard, as the FAC describes it, operated from approximately 2009 to 2019. FAC ¶ 17. The conduct attributed to Jackson — executive producing, in 2024 and 2025, a documentary about that era and profiting from its distribution — is not an allegation that Jackson assisted, supported, or facilitated the trafficking of anyone. Profiting from coverage of a past trafficking venture is not participation in it. Knowing people

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who were involved in it is not either. A documentary about a trafficking venture is not the venture. Count Three should be dismissed.

D. Civil RICO, 18 U.S.C. §§ 1962(c), (d) (Count Four)

A civil RICO plaintiff "must show that he was injured by defendants' (1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity." Black v. Ganieva, 619 F. Supp. 3d 309, 329 (S.D.N.Y. 2022) (quoting Cofacredit, S.A. v. Windsor Plumbing Supply Co., 187 F.3d 229, 242 (2d Cir. 1999)). Howard's RICO count — vigorously maintained in his opposition, Opp. § V — fails at every step that matters.

First, predicate acts. The asserted predicates are wire-fraud and obstruction theories built on the same conduct underlying everything else: assurances about how Howard's story would be told, the editing of the Series, and Netflix's compensation statement. The fraud predicates founder on Rule 9(b) and on the absence of any scheme to obtain Howard's money or property — Howard received the $2,000 he was promised, FAC ¶ 79, and an expectation of favorable portrayal is not property obtained by fraud. The obstruction predicates are the § 1985(2) theory in different dress and are conclusory for the same reasons. Second, pattern. Closed-ended continuity requires predicates "extending over a substantial period of time," and the Court of Appeals has "never held a period of less than two years to constitute a 'substantial period of time.'" Cofacredit, 187 F.3d at 242. The alleged scheme — from Howard's recruitment in mid-2024 to the December 2025 release and statement — spans roughly seventeen months, with a single alleged victim and a single finite objective: shaping one documentary. Open-ended continuity fares no better; a scheme that culminates in the release of a finished program is "inherently terminable," not a threat of continuing criminal activity. Id. at 244. Third, injury. RICO compensates injury to "business or property," 18 U.S.C. § 1964(c); reputational and

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emotional harms do not qualify, and reputational harm supports RICO standing only where the resulting pecuniary losses are quantifiable and non-speculative. See Black, 619 F. Supp. 3d 309 (collecting cases). The FAC's round-number demands do not substitute for such allegations. Because the substantive claim fails, the § 1962(d) conspiracy claim fails with it. See id. Count Four should be dismissed. Litigants reach often for RICO's treble damages; a dispute about the editing of a documentary is not racketeering.

E. Fraudulent Inducement (Count Five)

Howard's freestanding fraud claim — that Defendants induced his interviews and the Materials License with false promises of complete and truthful portrayal — fails for the reasons largely covered above. The alleged misrepresentations are promissory statements of future intention; under New York law, "intentionally-false statements" of an "intent to perform" do not make out fraud, Bridgestone/Firestone, 98 F.3d at 19, and the FAC pleads no particularized facts — as Rule 9(b) requires — showing that any speaker harbored a present intention not to perform when speaking. Reliance was unreasonable as a matter of law once Howard signed an instrument granting the Producer "sole discretion" to edit "in any manner" and disclaiming any obligation to use his footage. Release §§ 1–2; Moore v. Baron Cohen, No. 21-1702-cv. And the FAC pleads no cognizable out-of-pocket injury: Howard received the $2,000 the Materials License promised, FAC ¶ 79, and disappointment in a portrayal is not pecuniary loss caused by reliance. Count Five should be dismissed.

F. Defamation Per Se (Count Six)

Under New York law, a defamation plaintiff must establish "(1) a written defamatory statement of fact concerning the plaintiff; (2) publication to a third party; (3) fault (either negligence or actual malice depending on the status of the libeled party); (4) falsity of the

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defamatory statement; and (5) special damages or per se actionability." Celle v. Filipino Reporter Enters. Inc., 209 F.3d 163, 176 (2d Cir. 2000). Whether a statement is reasonably susceptible of a defamatory meaning is a question of law for the Court, and in the broadcast context the words "must be construed in the context of the entire program, tested against the understanding of the average viewer." Morley v. Oliver, No. 1:25-cv-02563 (S.D.N.Y. June 2, 2026). Howard's opposition reorganizes this claim around two theories: the Series' portrayal of him, and Netflix's December 5, 2025 statement. Opp. § VII. Neither states a claim.

1. The Series. Howard does not allege that the Series puts false words in his mouth; his complaint is that it omitted parts of what he said and, through selection and juxtaposition, created the false impressions that Combs rather than Ventura was his primary trafficker and that his account corroborated Ventura. FAC ¶¶ 68, 178. That is a claim of defamation by implication, and where the underlying statements are the plaintiff's own true words, the plaintiff "must make a rigorous showing that the language of the communication as a whole can be reasonably read both to impart a defamatory inference and to affirmatively suggest that the author intended or endorsed that inference." Stepanov v. Dow Jones & Co., 120 A.D.3d 28, 34 (1st Dep't 2014); see Morley, No. 1:25-cv-02563 (applying Stepanov to edited interview footage). The claim fails twice over. The asserted implication is not defamatory: whether Howard was trafficked principally by Combs or principally by Ventura, the Series depicts him as what he says he is — a victim of serious crimes who came forward. An error about which of two people victimized him does not expose Howard to "public hatred, shame, obloquy, contumely, odium, contempt, ridicule, aversion, ostracism, degradation, or disgrace." Celle, 209 F.3d at 177 (quoting Kimmerle v. New York Evening Journal, Inc., 262 N.Y. 99 (1933)). His real grievance — that the whole truth about Ventura went untold — is a grievance about editorial selection, and

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"omission of relatively minor details in an otherwise basically accurate account is not actionable. This is largely a matter of editorial judgment in which the courts, and juries, have no proper function." Rinaldi v. Holt, Rinehart & Winston, Inc., 42 N.Y.2d 369, 383 (1977); see Stepanov, 120 A.D.3d at 34. Nor could Howard make the required showing of intended endorsement of a false inference: the episode in which he appears broadcasts his statements describing his paid sexual encounters with Ventura — the very subject he says was suppressed. Mot. at 8; Reply at 2 n.2. A program that airs the plaintiff's account of the disputed point cannot reasonably be read to endorse the inference that the account does not exist. Finally, this is precisely the claim the Release enumerates — "libel, false light, defamation" arising from the "production, distribution, [and] exhibition" of the Project. Release § 3.

2. The Netflix statement. The alleged statement — that no participants "were paid or compensated for their interviews or participation," FAC ¶ 74 — fails on multiple independent grounds. It is substantially true on the FAC's own allegations: the only payment Howard identifies is the $2,000 made under the Materials License for his photographs and videos, FAC ¶¶ 43–44, 79 — a license fee for archival materials, not compensation for an interview. It does not name or reasonably identify Howard, and a statement that participants were unpaid is not reasonably susceptible of a defamatory meaning in any event — there is nothing shameful about appearing in a documentary without pay. And even indulging the theory that the statement implicitly brands Howard a liar about having been promised payment, it fits no category of defamation per se: it charges no serious crime, imputes no loathsome disease or unchastity, and does not tend to injure Howard "in his trade, business or profession" — Howard's roles as a federal witness and civil litigant, whatever their importance, are not a trade or profession to which the exception attaches. Liberman v. Gelstein, 80 N.Y.2d 429, 435 (1992). Special

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damages — "the loss of something having economic or pecuniary value," id. at 434–35 — must therefore be pleaded, and the FAC's unitemized eight-figure demands do not plead them. Count Six should be dismissed.

G. Intentional Infliction of Emotional Distress (Count Seven)

An IIED claim requires "(i) extreme and outrageous conduct; (ii) intent to cause, or disregard of a substantial probability of causing, severe emotional distress; (iii) a causal connection between the conduct and injury; and (iv) severe emotional distress," with liability found "only where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency." Howell v. New York Post Co., 81 N.Y.2d 115, 121–22 (1993). Howard's opposition insists the claim rests on "process, not editorial choice" — the steering of his interviews and the assurances that accompanied them. Opp. § VIII. Reframed or not, the conduct alleged — interviewing a willing participant, directing the questioning, editing the result, and publishing a newsworthy program — does not approach the standard; the publication of newsworthy material is privileged conduct that, "without more," cannot ordinarily support the tort. See generally id. The claim also rests on the identical conduct as the defamation count, compare FAC ¶ 178 with id. ¶ 187, and New York does not permit a plaintiff to use IIED to evade the limits of other theories addressed to the same conduct. See Howell, 81 N.Y.2d at 121–22. Count Seven should be dismissed.

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H. Breach of the Implied Covenant (Count Eight)

Howard alleges that Defendants breached the implied covenant of good faith and fair dealing in the Materials License by exploiting his materials while gutting his story. But "breach of that duty is merely a breach of the underlying contract," and New York does not recognize a separate implied-covenant claim resting on the same facts as a contract claim. Harris v. Provident

Life & Accident Ins. Co., 310 F.3d 73, 80–81 (2d Cir. 2002). Howard does not allege that West Tower Road failed to perform the Materials License — he pleads that he was paid its $2,000 fee. FAC ¶ 79. What he seeks is an implied obligation to portray him completely and favorably. No such covenant can be implied, because it would contradict the express terms of the contemporaneous Release governing the same project, which commit editorial control to the Producer's "sole discretion" and disclaim any obligation to use his contributions at all. Release §§ 1–2. The implied covenant protects the benefit of the bargain a party actually struck; it does not write a better bargain. Count Eight should be dismissed.

I. New York General Business Law § 349 (Count Nine)

A § 349 plaintiff must, "as a threshold matter," allege "conduct of the defendant that is consumer-oriented" — conduct with "a broader impact on consumers at large" — along with a materially misleading act and injury to the plaintiff by reason of it. Oswego Laborers' Local 214 Pension Fund v. Marine Midland Bank, N.A., 85 N.Y.2d 20, 25 (1995). "Private contract disputes, unique to the parties," fall outside the statute. Id. Howard's dealings with Defendants — his recruitment, his agreements, his interviews, and his portrayal — are quintessentially private and unique to him. To the extent he recasts the claim around Netflix's public statement, the theory is that the statement misled the viewing public; but § 349 requires that the plaintiff himself have been injured as a consumer by a materially misleading practice, and Howard alleges reputational spillover, not consumer injury. Count Nine should be dismissed.

J. Unjust Enrichment (Count Ten)

"[U]njust enrichment is not a catchall cause of action to be used when others fail," and the claim "is not available where it simply duplicates, or replaces, a conventional contract or tort claim." Corsello v. Verizon N.Y., Inc., 18 N.Y.3d 777, 790–91 (2012) — a case Howard himself

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cites. Opp. § XI. His unjust-enrichment theory — that Defendants profited from his story and materials without fairly compensating or portraying him — duplicates his contract and tort theories exactly, and the subject matter is governed by express agreements: the Materials License (under which he was paid) and the Release (which acknowledges consideration). If his other claims were valid, this claim would be redundant; because they are defective, it cannot rescue them. Id. at 791. Count Ten should be dismissed.

K. Declaratory Judgment (Count Eleven)

Howard's opposition states that this count "is voluntarily withdrawn" and will be re-pled, if at all, as a prayer for relief. Opp. § XII. The Court accordingly treats Count Eleven as withdrawn and recommends that it be dismissed on that basis, without reaching Defendants' argument that declaratory relief is not an independent cause of action.

L. Defendants' Rule 8 Argument

Defendants separately seek dismissal on the ground that the FAC impermissibly lumps all six defendants together. Mot. § III; see Atuahene v. City of Hartford, 10 F. App'x 33, 34 (2d Cir. 2001) (summary order). The criticism has some force — many counts attribute every act to "Defendants" collectively — although the FAC does differentiate the defendants' roles in its party allegations. FAC ¶¶ 8–13. Because every claim fails for the independent reasons above, the Court does not rest its recommendation on Rule 8.

LEAVE TO AMEND

Rule 15(a)(2) instructs that leave to amend should be freely given when justice so requires, and the Court of Appeals has cautioned that a pro se complaint "should not [be] dismiss[ed] without [the court's] granting leave to amend at least once when a liberal reading of the complaint gives any indication that a valid claim might be stated." Grullon v. City of New

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Haven, 720 F.3d 133, 139 (2d Cir. 2013) (quoting Branum v. Clark, 927 F.2d 698, 705 (2d Cir. 1991)). But leave is properly denied where amendment would be futile — where "[t]he problem with [the] causes of action is substantive" such that "better pleading will not cure it." Cuoco v. Moritsugu, 222 F.3d 99, 112 (2d Cir. 2000).

That is the case here, for three reasons. First, Howard has already amended once; the FAC is itself a considered, 60-page second effort. Second, the Court has not judged this motion on the FAC alone: it has considered Howard's nine-page declaration and his exhibits — in substance, a preview of any second amended complaint — and they do not cure the defects. See Walker, 717 F.3d at 122 n.1. Third, the defects are not matters of drafting. The state-law claims are barred by a release whose enforceability is a question of law; no added fact escapes its plain terms, and Howard's avoidance theories fail as a matter of law. The federal claims fail because the conduct alleged — the editing and marketing of a documentary — is not witness intimidation, trafficking participation, or racketeering, however it is repleaded. Howard's own list of proposed amendments — more detail about Jackson, cured group pleading, a re-pled prayer for declaratory relief, additional TVPA theories, and an expanded RICO "pattern," Opp. at 21 — does not address any of these dispositive problems. Amendment would be futile, and I recommend dismissal with prejudice.

A final word. Howard cooperated with federal authorities in a difficult prosecution, at what he describes as substantial personal and professional risk, and court records confirm his place in that case. Nothing in this Report and Recommendation doubts that account or diminishes it. But the law enforces the agreement he signed, and it requires more than the FAC alleges before claims like these may proceed. Those limits, not any judgment about Howard himself, compel the result recommended here.

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CONCLUSION

For the foregoing reasons, I recommend that the Court GRANT Defendants' motion to dismiss and DISMISS the First Amended Complaint with prejudice and without further leave to amend. Howard's motion for judicial notice (ECF No. 46) is GRANTED in part and DENIED in part by order, as set forth in Section I.B above. The Clerk of Court is respectfully directed to terminate the motion at ECF No. 46 and to mail a copy of this Report and Recommendation to the pro se Plaintiff.

United States Magistrate Judge

DATED: June 12, 2026
New York, New York

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NOTICE OF PROCEDURE FOR FILING OBJECTIONS TO THIS REPORT AND RECOMMENDATION

The parties shall have 14 days from the service of this Report and Recommendation to file written objections under 28 U.S.C. § 636(b)(1) and Rule 72(b) of the Federal Rules of Civil Procedure. See Fed. R. Civ. P. 6(a), 6(d) (adding three additional days when service is made by mail). A party may respond to another party's objections within 14 days after being served with a copy. Fed. R. Civ. P. 72(b)(2). These objections shall be filed with the Court and served on any opposing parties. See Fed. R. Civ. P. 72(b)(2). Courtesy copies shall be delivered to the Honorable Judge if required by that judge's Individual Rules and Practices. Any requests for an extension of time for filing objections must be addressed to Judge Ho. See Fed. R. Civ. P. 6(b). The failure to file timely objections will waive those objections for purposes of appeal. See Thomas v. Arn, 474 U.S. 140 (1985); United States v. James, 712 F.3d 79, 105 (2d Cir. 2013).