

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

BLACKS IN TECHNOLOGY
INTERNATIONAL,

Plaintiff,

V.

GREGORY GREENLEE, DENNIS
SCHULTZ, AND BLACKS IN
TECHNOLOGY, LLC,

Defendants.

Cause No. _____

PLAINTIFF'S ORIGINAL COMPLAINT

NOW COMES Blacks In Technology International (“BIT International” or “Plaintiff”) and files this Original Complaint complaining of various unlawful acts by Gregory Greenlee (“Greenlee”), Dennis Schultz (“Schultz”), and Blacks in Technology, LLC (“BIT, LLC”) (collectively referred to as “Defendants”), and states as follows:

I. PARTIES

1. Plaintiff is a not-for-profit corporation and a citizen of the State of Texas. ¹
2. Defendant Greenlee is an individual and citizen of the State of Ohio.
3. Defendant Schultz is an individual and citizen of the State of Maryland.
4. Defendant BIT, LLC is an Ohio corporation with its principal place of business in Ohio.

¹ Plaintiff was originally incorporated as Blacks in Technology, and was referred to as “BIT National” for a period of time. Thereafter, Plaintiff began to solicit international participation and, on April 18, 2020, Plaintiff modified its name to be “Blacks in Technology International.” All references in this case, including exhibits, to “Blacks in Technology National” and “Blacks in Technology International” refer to Plaintiff.

II. JURISDICTION AND VENUE

5. This action arises under United States Code, Title 28, § 1332 *et seq.*

6. Venue properly lies in this Court because all acts and omissions giving rise to this claim took place in Dallas County, which is in the District and Division in which suit has been filed. Furthermore, Defendants Greenlee and Schultz have agreed to venue in and the personal jurisdiction of Texas courts.

III. FACTS SUPPORTING PLAINTIFFS' CLAIMS

7. Defendant Greenlee founded Blacks in Technology, LLC and operated the business from Ohio. BIT, LLC is a for-profit entity that historically has engaged in efforts to support and develop African-American professionals in the Information Technology (“IT”) industry.

8. In 2017, Greenlee established the Blacks in Technology Foundation (“BIT Foundation”), an Ohio-based non-profit entity to deliver an annual conference, BITCon. BIT Foundation planned no conference for 2020. Upon information and belief, BIT Foundation has failed to file required paperwork to maintain its non-profit status.

9. In June 2019, Peter Beasley (“Beasley”) attended the first meeting of Blacks In Technology – Dallas, an unincorporated organization. Beasley brought with him several years of IT experience, including as a senior-level IT manager and business owner.

10. After only one (1) meeting, Beasley was invited to assist Blacks In Technology – Dallas as a co-organizer by the only other organizer, Andrew Kelly (“Kelly”).

11. Throughout 2019, Beasley coordinated several events in the Dallas-Fort Worth metroplex under the Blacks In Technology – Dallas banner. Kelly and Beasley also added two additional organizers, Sydeaka Watson and Ernanda White.

12. Given the volume of events, and sponsorship dollars, Beasley suggested in 2019 that Blacks In Technology – Dallas incorporate, rather than operate without corporate protection.

13. In January 2020, Beasley offered to help Greenlee organize and plan the BIT brand on a national level. Greenlee agreed and scheduled meetings with Beasley, but never attended any such meetings.

14. In March 2020, Beasley filed a Certificate of Formation with the Texas Secretary of State for “Blacks in Technology” (“BIT International”).

15. On March 15 and March 24, 2020, Beasley suggested to Greenlee that the various local chapters operating under the banner “Blacks In Technology” be coordinated into local “chapters,” all subject to a national charter. With Greenlee’s express approval, Beasley began successfully working with local chapters to establish their official Blacks In Technology chapter under BIT National.

16. On March 24, 2020, after learning of Beasley’s plans, Greenlee agreed to have Beasley serve as the Executive Director of BIT National. Beasley and Greenlee execute the First Engagement Agreement (“EA 1”) wherein the parties agreed that Beasley would work under the direction of a Board of Directors and Beasley would have an email address (peter@blacksintechology.net). See Exhibit 1.

17. Greenlee executed the Engagement Agreement on April 3, 2020. Shortly thereafter, Greenlee created the email address for Beasley’s use, as agreed. Also on April

3, 2020, Greenlee signed a Board Agreement, evidencing his agreement to operate under the Bylaws of Blacks in Technology National. See Exhibit 2.

18. Given the not-for-profit status of BIT National, Beasley advised Greenlee that BIT LLC needed to maintain separate activities, to avoid violating the terms and conditions of BIT International's non-profit status.

19. On April 17, 2020, Greenlee announced to the BIT community at-large that (a) BIT would be incorporating and (b) Beasley would be the new Executive Director.

20. In April 2020, BIT National expanded its efforts internationally and became known as "BIT International." Given the workload required of Beasley, he and Greenlee agreed on May 1, 2020 that Beasley would be paid an hourly rate for his time dedicated to BIT International.

21. On May 5, 2020, Greenlee wrote to Defendant Schultz "'Dennis: Just for clarification, the account listed is for the non profit of BIT [Foundation] that we were using at the time so it's not my account per se. I don't want to give the illusion that I am somehow pocketing donation money. With that being said, under the new structure we would be using the new BIT International non profit. Peter if you can provide instructions on how to do that I can easily change the page to reflect or simply remove it entirely."

22. Based on Greenlee's representations on May 5, Beasley solicited donations and other financial support for BIT International. All such efforts were done explicitly for the benefit of BIT International and with the promise that the funds would be received and used by a legally-established and existing non-profit entity.

23. On May 27, 2020, Greenlee signed the Second Engagement Agreement (“EA 2”). EA 2 provides that Beasley would be paid \$55.00 per hour for his work, effective May 1, 2020. See Exhibit 3.

24. During May and June 2020, Beasley and Greenlee repeatedly discussed how to dissect the operations of the non-profit and for-profit entities. The parties exchanged multiple proposals and counter-proposals, none of which the other party accepted. In the proposals, Greenlee offered to deliver all donations BIT LLC or BIT Foundation received that were intended for the benefit of BIT International, retroactive to March 2, 2020.

25. On July 8, 2020, Beasley learned that Greenlee and BIT LLC had collected recurring monthly donations from at least one party, and Greenlee and BIT LLC kept those funds, though they were intended as funds for BIT International. Upon information and belief, Greenlee and BIT LLC misrepresented their status and association with BIT International in accepting the funds.

26. During Beasley’s work for BIT International, Beasley established relationships with multiple well-known national brands, in an effort to increase African-American recruitment, retention, and promotion. Beasley also planned multiple events on behalf of BIT International.

27. On July 17, 2020, Beasley provided J.P. Morgan Chase Bank a proposal for a sponsorship program valued at \$81,000. Beasley copied Greenlee on the email providing the proposal.

28. Also on July 17, 2020, Greenlee directed Beasley to provide the BIT logo to Versprite corporation to highlight BIT International as an organization that would be

recognized nationally in a worldwide presentation July 22, 2020, as an organization for donations.

29. The advertisement from Versprite states, "How can you help create a change? Donate to organizations fighting for more tech opportunities for African American men and women." The Versprite ad lists Blacks in Technology as the first organization for donations, and lists the website owned by Blacks in Technology LLC as the place to provide donations. Exhibit 6.

30. At the time Beasley gave Versprite the donation website link, the provided link directed payments to BIT International's bank account. There was no plan or intent to direct the public to donate money to BIT LLC, or to Greg Greenlee personally.

31. Upon information and belief, Greenlee saw the value of the BIT brand increased due to Beasley's efforts, and Greenlee decided to attempt to remove Beasley as Executive Director, rather than lose control of the brand to a board of directors, of which Greenlee would be only one.

32. Without warning or consent, on July 21, 2020, Greenlee redirected the non-profit donations link away from BIT International to a link controlled by BIT LLC. Any funds that were donated intended for the use of the non-profit entity were then directed to and held by other entities controlled by Greenlee.

33. Also on July 21, 2020, BIT International's other revenue streams through the website of BIT LLC were terminated. The member dues "Join" button was removed, upon information and belief, by Greenlee or at his direction. Also terminated, presumable by Greenlee or at his direction, were options to submit inquiries to BIT

International to secure sponsorships and the payment system for new Chapters to pay their enrollment fees.

34. On July 21, 2020, Beasley's email (peter@blacksintechology.net) ceased working. Beasley also learned that an "emergency meeting" was scheduled by Greenlee that same evening for the various leaders and organizers of the BIT International chapters, which had no business relationship with Blacks in Technology LLC.

35. On July 21, 2020, prior to the emergency meeting, Greenlee sent an email to an unknown number of parties announcing that "Peter Beasley is no longer part of BIT." To that point, Beasley had not been informed of his departure or separation, and no Board of Directors meeting or vote had occurred.

36. The evening of July 21, 2020, after the emergency meeting, Greenlee caused an email to be sent to what later has been determined to be 9,637 recipients which portrayed the management of BIT International in a poor light, alleging a volunteer "compromised" information of the 9,000+ recipients. Records demonstrate that over 2,000 people have opened this message since it was sent, until the filing of this lawsuit.

37. No longer having access to an official email of Blacks in Technology, during the day of July 21, 2020, Beasley established a separate email account under the @bitintl.org domain which Beasley used to communicate with various parties Beasley believed were present at the emergency meeting.

38. At the "emergency meeting," Greenlee accused Beasley of breaching a contract, without providing any details. Christopher Beasley, Plaintiff's Beasley's son and the President of the San Francisco Chapter of BIT International attempted to join the meeting but was denied access.

39. In light of the events surrounding Beasley's status, J.P. Morgan Chase Bank terminated their discussions with Beasley.

40. At the time of Greenlee's July 21, announcement about Beasley, Beasley was still in negotiation with leader Michael Jackson of Twin Cities Blacks in Technology Meetup Group, to have that independent group join BIT International. On July 23, 2020, Michael Jackson removed Peter Beasley from the Twin Cities Group, citing as the reason, "Greg Greenlee says Peter Beasley is no longer with BIT." At some unknown time since Mr. Greenlee's announcement and before the filing of this lawsuit, the Twin Cities group has been repurposed by Mr. Jackson to be "Black Tech Talent," with Blacks in Technology International losing a the opportunity to add a 248-member group.

41. In light of the events surrounding Beasley's status, on July 22, 2020, Nicole Calhoun, a co-organizer under Beasley's direction leading the Dallas Blacks in Technology group, resigned as being a volunteer in Blacks in Technology International, citing the allegations from Greenlee as part of the reason.

42. Since July 22, 2020, many BIT chapter leaders and staff questioned why Greenlee sent the July 21 messages, and why BIT International's revenue streams were terminated for the week of the Versprite donation campaign.

43. Greenlee met with Beasley and chapter leaders on July 29, 2020. The chapter leaders informed Greenlee of the need to explain his July 21 actions, to sign the agreement to disentangle the for-profit activities from the non-profit, and to agree to give back the donations within 7 days, or by August 5, 2020. Verbally Greenlee expressed no desire to correct his statements to the 9,000+ recipients and, in writing, he suggested the chapter leaders lie to indicate his July 21 actions were appropriate.

44. On August 2, 2020, Greenlee and Beasley met and Greenlee apologized for his actions. From August 2 to August 7, 2020, Greenlee restored Beasley's e-mail access, restored his access to the BIT International systems jointly managed by BIT LLC, and restored BIT International's access to its dues, donation, and fees revenue streams.

45. On August 6, 2020, during a Zoom call between Greenlee and Beasley and four other Blacks in Technology International board members, Greenlee agreed to return funds he improperly received. Specifically, Greenlee stated: "Once I figure out the legal way to transfer monies over to Blacks In Technology International, I can do one of the following things: File an amendment to rename this to be a chapter of BIT International a la North Texas; specify a different purpose of this non profit (not sure what this would be but it would not compete with the mission and purpose of BIT International); wind it down completely."

46. During the August 6, 2020 Zoom call, Greenlee acknowledged that he received funds from (a) Digital Ocean, (b) Benevity, (c) Rackspace, (d) other contribution(s) via PayPal, and (e) an attempted contact by an unnamed party. In total, during this Zoom call, Greenlee acknowledged holding in excess of \$10,000.00. Greenlee also acknowledged he recently received a grant of an unspecified amount, which he used to pay the debts of BIT Foundation for the prior 2018 and 2019 BITCon conferences.

47. On August 12, 2020, Greenlee further acknowledged that the funds in his possession properly belonged to BIT International. Greenlee stated: "I have no intention of keeping any funds collected at all. Please stop insinuating that. It's simply not true. I have no desire to keep any of the funds. My intention is to write a check as a donation

from BIT Foundation to BIT International within the 10 days specified in the contract. The amount was left blank because my lawyer didn't know the amount to be turned over. Exhibit A was placed to add more specificity to the terms. That was explained in the email I sent. I have tallied \$10,694.14 to be donated to BIT International."

48. August 24, 2020, Greenlee further attempted to usurp an opportunity developed by Beasley on behalf of BIT International. Greenlee wrote to The Hartford: Alan: I hope you had a great weekend. I know that you all have been engaged in conversations with Peter Beasley recently as he was a BIT chapter leader and acting Executive Director. We have decided to go another direction and move on from his services. We would still like to explore the option of working with you all. We apologize for any inconvenience this may cause you but we are looking forward to forming a strong partnership with Hartford. Let me know if you have any questions. Thanks!

49. Since the July 21, 2020 announcements and the emergency meeting held by Greenlee, he has not retracted his statements to the chapter leaders of BIT International that Peter Beasley is no longer a part of BIT, nor retracted the statement that BIT International's information had been "compromised."

50. In all, Beasley successfully enrolled 12 of 13 pre-existing independent local chapters, by signed agreements, to become chartered, BIT International chapters. BIT International is separate from BIT LLC, as required by law, and these local chapters did not sign any agreements with BIT LLC. Beasley has recruited and enrolled five new BIT International Chapters (Boston, Las Vegas, Raleigh-Durham, Cleveland, and Greater China) which had never had any interactions with Greenlee or with BIT LLC.

51. Notwithstanding the lack of consent, BIT LLC continues to showcase BIT International's North Texas chapter on the BIT LLC website.

Defendant Dennis Schultz

52. Defendant Schultz volunteered to serve on the BIT International Board of Directors, with the first meeting of the board to be August 18, 2020. He signed a Board Agreement on April 19, 2020. Exhibit 4. In so doing, Schultz agreed to the Bylaws of BIT International. Exhibit 5.

53. Upon information and belief, Schultz and Greenlee have conspired to undermine Beasley's efforts to operate BIT International.

54. On or about August 17, 2020, Schultz sent an email to an unknown number of recipients including all of the board members of BIT International alleging various things about Beasley. In particular, upon information and belief, Schultz falsely alleged that Beasley (a) sued his own family and (b) had a criminal conviction. These statements by Schultz are false..

55. With Beasley serving as the Chairman of the Board of BIT International, Schultz's false allegations were damaging to BIT International, as six of the eight directors resigned from the Board and failed to attend the first board meeting within 24 hours of receiving Schultz' email.

56. Furthermore, upon information and belief, Schultz has been in contact with BIT International chapter leaders advocating that the chapter leaders terminate their contracts with BIT International and join BIT Foundation. In an August 17 email, Schultz stated: "As a chapter leader I intend to continue to operate independently" and "I am ending all communication with Peter Beasley and will not be honoring any

agreements executed. I will be making my Meetup group independent.” Seven chapter leaders, after receiving Dennis Schultz’ August 17, 2020 email, asked to be relieved of their contract duties with BIT International, and asked for their fees and dues returned.

57. BIT International completed a charity donation campaign with Ultimate Software August 24. Ultimate Software received \$10,507 from its employees, to benefit BIT International. In preparing to send the money on September 11, Ultimate Software used the email address that Greenlee agreed to provide Beasley, but that email is now used by Schultz, without Beasley’s authorization. Upon information and belief, Dennis Schultz informed Ultimate Software that Beasley no longer worked at Blacks in Technology, and it is believed the donation given to BIT International has been taken by Greenlee or BIT LLC or BIT Foundation.

58. Since June of 2020, Beasley, on behalf of BIT International, sold \$38,800 in sponsorship programs with CitiGroup. On September 16, 2020, CitiGroup requested the parties commence with their proposed agreement, but also sent an email to Beasley using the email address now used by Schultz. Upon information and belief, Schultz told CitiGroup that Beasley no longer works at Blacks in Technology, and CitiGroup has thus far refused to do business with BIT International.

59. Based on the actions by Schultz, BIT International’s general reputation has been harmed, volunteers and chapter leaders have sought to terminate their relationship with BIT International, and discussions regarding potential corporate relationships have been terminated.

V.

Causes of Action

Greenlee and BIT, LLC: Conversion and Money Had and Received

60. Plaintiff BIT incorporates Paragraphs 1 through 59 hereinabove as if fully set forth herein at length.

61. Plaintiff had a right to the money donated by third parties in support of Plaintiff's non-profit mission. Defendants Greenlee and BIT, LLC knowingly took possession of the funds and refused to return them after a demand was made.

62. Greenlee and BIT, LLC have exercised control and dominion over these funds, contrary to BIT International's right to these funds. Defendants have taken such action knowing that, in good conscience, such funds rightfully belong to BIT International.

63. BIT International suffered and continues to suffer damages as a result of Defendants' actions, and BIT International hereby sues.

Greenlee and Schultz: Tortious Interference

64. Plaintiff BIT International incorporates Paragraphs 1 through 63 hereinabove as if fully set forth herein at length.

65. Plaintiff BIT International negotiated and entered into contracts with local Blacks In Technology chapters with the express purposes of (1) expanding the Blacks In Technology brand, (2) establishing a national presence to attract national brands in sponsorship and support, and (3) attracting African-American IT professionals, at entry-mid- and senior-level positions, as members, organizers, and contributors.

66. Defendants have interfered, without legal justification, in BIT International's relationships with the local chapters, including redirecting their monthly contributions, falsely claiming to be associated with such chapters, and using chapter names and chapter leadership photographs without the consent of the respective chapters.

67. BIT International suffered and continues to suffer damages as a result of Defendants' unlawful interference, and BIT International hereby sues.

Interests and Costs

68. Plaintiff is entitled to recover pre-judgment and post-judgment interest, and its costs of courts, as authorized by law.

Conditions Precedent

69. All conditions precedent to Plaintiff's right to recover have been preformed or have occurred.

Jury Trial

70. Plaintiff hereby demands a jury trial.

VI.

PRAYER

WHEREFORE, Plaintiff requests that Defendants be cited to appear and answer herein; that, after a jury trial on the merits, Plaintiff be awarded an amount exceeding the minimum jurisdictional limits of this Court; recover its reasonable and necessary attorneys' fees and costs of court, pre-judgment and post-judgment interest, and all such further relief to which Plaintiff may show itself entitled.

Respectfully submitted,

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**ATTORNEYS FOR PLAINTIFF
BLACKS IN TECHNOLOGY
INTERNATIONAL**

EXHIBIT 1

Engagement Agreement – Executive Director

Blacks in Technology National, a non-profit corporation, (“BIT National”), and Peter Beasley, an individual, enter into this Engagement Agreement, (“Agreement”).

Upon the execution of this Agreement, the parties agree that Peter Beasley will serve as the Executive Director of BIT National under the following terms.

TERM: The engagement is for an unspecified term, and this Agreement may be terminated at any time, without notice, by a valid action of the BIT Board of Directors, and Peter Beasley may terminate the Agreement, at any time, without notice. Either party may terminate the Agreement for cause, or without a cause.

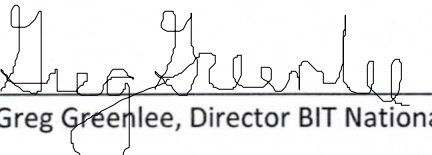
COMPENSATION: The parties agree there is no compensation to Peter Beasley until any time the parties may agree otherwise. He agrees to volunteer his time in service to BIT National, towards its mission and to its constituents.

DUTIES: The parties agree Peter Beasley perform the following duties:

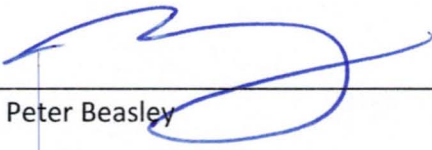
- Under direction of the Board of Directors, work to achieve the mission of Blacks in Technology, National
- Work to create a formal Board of Directors of BIT National
- Work to create Bylaws for the BIT National non-profit corporation
- Devise and seek approval of a plan to create true chartered, distributed local affiliates of BIT National
- Work to convert legacy non-chartered Meetup groups into compliance with the BIT National charter program
- Devise and seek approval of a plan to create true members of BIT National
- Work to create a membership program and true members in the non-profit organization
- Devise and work to implement programs to obtain funding and sponsorships for BIT National
- Work in a cooperative, professional manner with all constituents

OTHER TERMS: BIT National will:

- identify Peter Beasley as its Executive Director, on its website, and through other communiques which identify the corporation's leadership
- provide Peter Beasley a personal e-mail address, 'peter', and a title email address, 'execdirector', under the BIT National domain name, '@blacksintechology.net'
- when funds are available, reimburse Peter Beasley for any approved expenses he incurred on behalf of the corporation.

Signed 

Greg Greenlee, Director BIT National
Date 4-3-2020



Peter Beasley
Date 3-24-20

EXHIBIT 2

Board Agreement

As a board member – a Director – of Blacks in Technology National, I am fully committed and dedicated to its mission.

I understand that my duties and responsibilities include the following:

1. To discharge the director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the director reasonably believes to be in the best interest of the corporation, where a director is not liable to the corporation, a member, or another person for an action taken or not taken as a director if the director acted in good faith; with ordinary care; and in a manner the director reasonably believed to be in the best interest of the corporation.
2. To conduct my board duties with fiscal responsibility, and to provide advice to help the organization operate within its budget.
3. To know and oversee the implementation of corporation's policies and programs.
4. To accept the bylaws and operating principles manual, if any, and understand that I am morally responsible for the health and well-being of this organization.
5. To support the corporation's fundraising efforts in whatever ways are best suited for me. These may include individual solicitation, undertaking special events, writing mail appeals, and the like.
6. To actively promote Blacks in Technology, encourage and support its staff, and work harmoniously, in concert with the board.
7. To attend board meetings, by phone or in person, and to be available for phone consultation.

If I am not able to meet my obligations as a board member, I will offer my resignation.

In signing this document, I confirm that I will acknowledge when I have a perception of a personal conflict of interest. I will share such with the board and accept board direction, to remediate or acknowledge the possible conflict of interest.

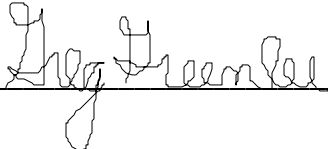
Signed  Date 4-3-2020

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Upon the execution of this Agreement, the parties agree that Peter Beasley will serve as the Executive Director of BIT National under the following terms.

TERM: The engagement is for an unspecified term, and this Agreement may be terminated at any time, without notice, by a valid action of the BIT Board of Directors, and Peter Beasley may terminate the Agreement, at any time, without notice. Either party may terminate the Agreement for cause, or without a cause.

COMPENSATION: The parties agree to compensate Peter Beasley at the rate of \$55.00 per hours for his time working for the corporation from May 1, 2020, until any time the parties may agree otherwise.

Peter Beasley understands and accepts that no funds are currently available to pay Peter Beasley, and he agrees that Blacks in Technology may pay him for his accrued time under reasonable terms favorable to Blacks in Technology.

DUTIES: The parties agree Peter Beasley perform the following duties:

- Under direction of the Board of Directors, work to achieve the mission of Blacks in Technology, National, individually or with a staff, within the budget established by the Board of Directors.
- Work to create a formal Board of Directors of BIT National
- Work to create Bylaws for the BIT National non-profit corporation
- Devise and seek approval of a plan to create true chartered, distributed local affiliates of BIT National
- Work to convert legacy non-chartered Meetup groups into compliance with the BIT National charter program
- Devise and seek approval of a plan to create true members of BIT National
- Work to create a membership program and true members in the non-profit organization
- Devise and work to implement programs to obtain funding and sponsorships for BIT National
- Work in a cooperative, professional manner with all constituents

OTHER TERMS: BIT National will:

- identify Peter Beasley as its Executive Director, on its website, and through other communiques which identify the corporation's leadership
- provide Peter Beasley a personal e-mail address, 'peter', and a title email address, 'execdirector', under the BIT National domain name, '@blacksintechology.net'
- when funds are available, reimburse Peter Beasley for any approved expenses he incurred on behalf of the corporation.

Signed 
Greg Greenlee, Director BIT National

Date 5/27/2020


Peter Beasley

Date 5/30/2020

EXHIBIT 4

Board Agreement

As a board member – a Director – of Blacks in Technology National, I am fully committed and dedicated to its mission.

I understand that my duties and responsibilities include the following:

1. To discharge the director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the director reasonably believes to be in the best interest of the corporation, where a director is not liable to the corporation, a member, or another person for an action taken or not taken as a director if the director acted in good faith; with ordinary care; and in a manner the director reasonably believed to be in the best interest of the corporation.
2. To conduct my board duties with fiscal responsibility, and to provide advice to help the organization operate within its budget.
3. To know and oversee the implementation of corporation's policies and programs.
4. To accept the bylaws and operating principles manual, if any, and understand that I am morally responsible for the health and well-being of this organization.
5. To support the corporation's fundraising efforts in whatever ways are best suited for me. These may include individual solicitation, undertaking special events, writing mail appeals, and the like.
6. To actively promote Blacks in Technology, encourage and support its staff, and work harmoniously, in concert with the board.
7. To attend board meetings, by phone or in person, and to be available for phone consultation.

If I am not able to meet my obligations as a board member, I will offer my resignation.

In signing this document, I confirm that I will acknowledge when I have a perception of a personal conflict of interest. I will share such with the board and accept board direction, to remediate or acknowledge the possible conflict of interest.

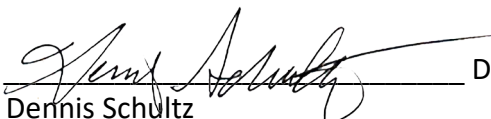
Signed  Date 4/19/20
Dennis Schultz

EXHIBIT 5

Bylaws

Blacks in Technology

Amended:

Amended:

First Adopted: May 1, 2020

Blacks in Technology

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Blacks in Technology

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Blacks in Technology

Article I - Name and Location

Section 1 - Name

The name of this organization shall be Blacks in Technology, a Texas non-profit corporation ("Corporation").

The organization may operate with other approved Assumed Names, such as Blacks in Technology National.

Section 2 - Location

The office(s) of the Corporation shall be located in such places as may be determined by the Board of Directors from time to time, provided however, that the Corporation shall always maintain a registered office in the State of Texas, as required by law.

Article II - Purpose

Section 1 - Purpose

The Corporation is formed for charitable purposes to improve the business conditions for its communities through education, creating opportunities for its members to find new business and employment, for Black and diverse technologists, nationwide. The corporation also provides education to the public, to businesses, and to potential employees on the benefits and advantages of using Black and diverse employees in technology, and to use historically underutilized vendors, and contractors.

Article III – Management by Member – Peter Beasley

Section 1 - Background

December 20, 2019, at the request of no one, Peter Beasley on his own volition asked Elizabeth Cotton if he could on a national level 1) consolidate the independent chapters under actual charter agreements, and 2) create a true membership model, with bylaws. Getting no response from Elizabeth, Beasley resent her the request on January 23, 2020, and made the same inquiry to Greg Greenlee that day.

March 8, 2020, Peter Beasley gave Greg Greenlee a proposal that Beasley undertake a course to 1) incorporate the entity as a Texas corporation, 2) to create a board of directors, 3) charter the chapters, 4) create a membership model, and to 5) put in protection for volunteers.

Blacks in Technology

March 24, 2020, Greg Greenlee agreed with the proposal, and April 3, 2020, signed an agreement with Peter Beasley to execute the plan. April 17, 2020, Greg announces publically about the “incorporation” and announced Peter Beasley to be the Executive Director.

Section 2 - Authority and Responsibility

AS A NECESSARY CONSEQUENCE OF PETER BEASLEY NEEDING TO CREATE AN INITIAL BOARD OF DIRECTORS, BYLAWS AND POLICIES, ALL WHILE HE IS CONTRACTING WITH THE CHAPTERS ON BEHALF OF THE CORPORATION, BEASLEY MUST HAVE THE LEGAL AUTHORITY AND DEFINED RESPONSIBILITY TO DO SO.

The governing body of the Corporation shall be Peter Beasley.

Peter Beasley shall have supervision, control and direction of the affairs of the Corporation, its committees, activities and publications; shall determine its policies or changes therein; and shall actively prosecute its objectives and shall supervise the disbursement of its funds.

Section 3 – Appointment and Term

The management of the Corporation by Peter Beasley should be kept to the minimum length of time to 1) charter all the existing Chapters, and to 2) recruit and implement a viable board of directors.

Article IV - Membership

This Corporation shall have members.

Section 1 – Classes of Members

Blacks in Technology has two classes of Members and Guests.

Management Members

Peter Beasley is the only Management member.

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Non-management Members

Any individual who pays dues through the blacksintechology.net website becomes a Non-management Member, with rights to 1) serve on a committee, 2) may serve in Chapter, or National leadership, and 3) vote at the Annual General meetings of members, and 4) receive Member's only benefits.

Guests – Non-Voting Members

Individuals who do not pay dues to the Corporation are deemed Guests, and are welcome to participate in any open event.

Section 2 – Application for Membership

Application for membership shall be made on-line, through the electronic systems provided by the Corporation for such purposes.

Once payment and application is made, and accepted by the Corporation without denial, the membership process is complete and the applicant is deemed a Member of the Corporation for a period in keeping with the dues payment, either annual or in perpetuity.

The Corporation may enact procedures to validate information submitted in on-line applications, or to otherwise determine eligibility for membership.

Section 3 – Rights and Liability of Members

Each regular Member of the Corporation shall have the right to vote on matters submitted to the members to vote.

The members of the Corporation shall not be liable for the debts of or obligations of the Corporation.

No Member shall receive compensation for services rendered to the Corporation except as otherwise approved by Peter Beasley.

A Member may be reimbursed for expenses reasonably incurred on behalf of the Corporation if approved by Peter Beasley.

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Section 4 – Chapter Presidents

Chapter Presidents are authorized by Peter Beasley.

In exchange for the right to lead a chapter on behalf of the Corporation, Chapter Presidents shall execute a contract and documents with the corporation which permits and limits their rights to govern local chapters of the Corporation.

All Chapter Presidents shall:

- Agree to step down as Organizer of the Meetup groups they lead, if asked by the Corporation, and to cease and desist from representing itself as an entity of the Corporation
- Agree to not take any action which is harmful to the Corporation
- Agree to not form an alliance with an organization or individual who is a competitor

Section 5 – Expulsion

A Member may be expelled by Peter Beasley.

Article V – Meetings of the Members

Section 1 – Annual Meeting

At least one annual meeting shall be held for members to conduct business as required.

Any meeting with Peter Beasley shall constitute a quorum.

Section 2 – Private Meetings

At least one annual private meeting shall be held for members in any membership class that includes private meetings.

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Article VI – Corporate Daily Affairs

Section 1 – Mode of Daily Administration

Other than the responsibilities and duties conferred specifically to Peter Beasley, the Corporation may operate its daily affairs through an Executive Director and staff, who are either employees or contractors.

Section 2 – Management by Executive Director

If the Corporation decides to manage its daily affairs through an Executive Director, the Executive Director shall perform as the Chief Executive Officer of the Corporation.

The Executive Director shall be required to and have the authority to, directly, or by a staff under their control:

- Submit a budget, and operate within that budget
- Issue invoices
- Make sponsorship proposals
- Sign operational contracts, up to an amount set by the board
- Pay operational bills, up to an amount set by the board
- Deliver operational reports to the board
- Deliver financial reports to the Treasurer

Article VII - Amendment

These Bylaws may be amended by Peter Beasley.

Article VIII - Miscellaneous

Section 1 - Indemnification

To the fullest extent allowed by and in accordance with the laws of Texas, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or who is or was serving

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at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the organization or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

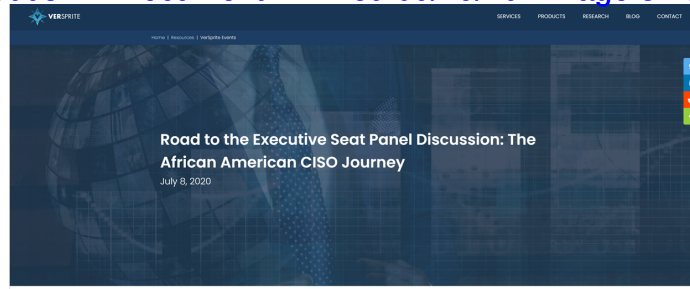
Section 2 – Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3 – Venue

Members of the Corporation, through their payment of dues to voluntarily join the Corporation and with them accepting indemnification and the protection from liabilities of the Corporation, consent and agree that state courts located in Dallas County, Texas and the United States District Court for the Northern District of Texas (Dallas Division) each shall have personal jurisdiction and proper venue with respect to any and all disputes between Members and the Corporation, including those arising in connection with these bylaws, alleged actions in tort between the parties, those associated with membership, and incident to members serving as Chapter Presidents. In any such dispute, Members and the Corporation agree not to raise, and do hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum.

EXHIBIT 6



The African American CISO Journey



The Technology and Cybersecurity Industries Have a Diversity Issue

Why do African Americans make up only 3% of the technology and cybersecurity industries? What challenges do African Americans face to rise to C-level, executive positions within corporations?

Join our host, VerSprite's Oscar Williams, and a panel of four African American CISO thought leaders, to discuss underrepresentation, challenges African Americans face in the workplace and get advice on how to move up the corporate ladder. This was a Live panel discussion that streamed July 22, 2020.

Thank You To Our CISO Panelists:

Michael McNeil CISO, McKesson Corporation
Gary Eppinger Global CISO & CPO, Carnival Corporation
Nicole Ford VP and CISO, Carrier
Meredith Harper VP & CISO, Eli Lilly and Company
Oscar Williams Host & Director of Sales, VerSprite



Links to Donate:

Blacks in Technology: <https://www.blacksintechology.net/donate/>
CEO Action for Diversity and Inclusion: <https://www.ceoaction.com/pledge/>
Blacks in Cyber: <https://www.blacksincyberconf.com/blcgivesback>
National Society of Black Engineers: <https://connect.nspe.org/fundraising/generaldonation.aspx>
International Consortium of Minority Cybersecurity Professionals: <https://www.icmcp.org/>
Cyber Warrior Academy: <https://cyberwarrior.com/academy/>
BDPA: <http://bettf.org/donate-to-bettf/>

