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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**

19 PAUL MARCIANO, an individual,

20 Plaintiff,

21 v.

22 LISA BLOOM, an individual; THE BLOOM
23 FIRM, a California professional corporation; and
24 DOES 1 through 50 inclusive,

25 Defendants.

Case No. **22ST CV 14474**

COMPLAINT FOR DAMAGES

1. CIVIL EXTORTION

DEMAND FOR JURY TRIAL

1 Plaintiff Paul Marciano (“Mr. Marciano” or “Plaintiff”) complains and alleges against
2 defendants as follows:

3 **I. NATURE OF THE ACTION**

4 1. Earlier this year, the California Court of Appeal addressed the following question:
5 “Lawyers argue for a living. Some do more than argue. They lace their settlement demands with
6 threats. When does such activity cross the line and become professional misconduct?” *Falcon*
7 *Brands, Inc. v. Mousavi & Lee, LLP*, 74 Cal.App.5th 506, 511 (2022).

8 2. The answer to that question is this very case.

9 3. This is a case of extortion. It arises out of what has become a pattern of tortious,
10 deceptive, and otherwise improper behavior by the defendants, attorney Lisa Bloom and her
11 namesake law firm The Bloom Firm (the “Bloom Defendants”), that has been exposed by a former
12 client who had the courage to be a whistleblower to their outrageous conduct. The Bloom
13 Defendants have hidden behind their status as lawyers. But a bar card is not a license to commit
14 extortion.

15 4. The Bloom Defendants’ practice is to target well known individuals and public
16 companies with accusations of improper behavior, typically under the guise of a purported sexual
17 harassment claim, and threaten to make those accusations public. Whether the accusation is true or
18 not does not matter. What matters is making the target pay up.

19 5. The Bloom Defendants set their sights on Plaintiff and the company he co-founded,
20 Guess?, Inc. (“Guess”). Consistent with their typical shakedown practice, the Bloom Defendants
21 threatened to publicly accuse Plaintiff of having committed, and Guess of being complicit in, serious
22 and violent felony criminal conduct unless Plaintiff and Guess paid the Bloom Defendants’ client
23 (and by extension, the Bloom Defendants) money. In doing so, the Bloom Defendants forced
24 Plaintiff to play an extortive game of Russian Roulette. They intentionally sought to induce fear in
25 Plaintiff that he would suffer severe consequences and damage if the Bloom Defendants pulled the
26 trigger on their threats.

27 6. Extortion can exist even when the information threatened to be made public is, in
28 fact, true. But in this case, the Bloom Defendants threatened to publicize despicable accusations that

1 they *knew were utterly false*. Specifically, the Bloom Defendants threatened to publicly accuse
2 Plaintiff of being a criminal. In a circumstance similar to the landmark California Supreme Court
3 case *Flatley v. Mauro*, 39 Cal.4th 299 (2006), the Bloom Defendants threatened to publicly declare
4 that Plaintiff had *raped* a woman. And they threatened to publicly do so even though their own
5 client had told them *it never happened*. Hard to believe, but true.

6 7. Incredibly, it gets worse. Not only did the Bloom Defendants make their threats
7 against Plaintiff knowing the allegations were false, but they also disregarded clear instructions from
8 their own client to not accuse Plaintiff of rape. The client (hereinafter referred to as “S.S.”)
9 specifically told the Bloom Defendants that Plaintiff *never* raped her. But the Bloom Defendants
10 paid her no mind. Instead, they told S.S. they would *not* threaten Plaintiff with a rape accusation *but*
11 *did so anyway*. They ignored their own client, and pushed a fraudulent narrative to extort Plaintiff
12 and Guess.

13 8. In a scheme designed to induce Plaintiff and Guess into paying the Bloom Defendants
14 and their client money out of fear that these false accusations would become widespread and public,
15 Defendant Lisa Bloom sent Plaintiff and Guess a “final” settlement demand to resolve claims on
16 behalf of S.S. That “final” demand was accompanied by a draft complaint which the Bloom
17 Defendants threatened to file if Plaintiff and Guess did not meet their demands. The draft complaint
18 contained many false accusations, including a manufactured cause of action that S.S. was falsely
19 imprisoned. Most egregiously, it contained false claims of “vaginal rape” and “oral rape.”

20 9. This was directly contrary to what the Bloom Defendants’ own client had told them,
21 as S.S. stated in a recent sworn declaration:

22 *The draft complaint contained allegations that Mr. Marciano orally and*
23 *vaginally “raped” me. I never told The Bloom Firm that Mr. Marciano*
24 *raped me. I never told The Bloom Firm that any interaction between me*
25 *and Mr. Marciano was not consensual. To the contrary, I explained to The*
26 *Bloom Firm that the interactions between me and Mr. Marciano were of*
27 *my own choice. When I saw the word rape, I did not want it to be used in*
28 *the draft complaint. I told The Bloom Firm not to use the word rape in the*
draft complaint, and to remove it. I told them I was not raped. At no point
did I consent to The Bloom Firm using the word rape in a draft complaint.

(Declaration of S.S.)

1 10. **S.S., the Bloom Defendants’ client, told them there was no rape.** She told them to
2 remove it from the draft complaint. **The Bloom Defendants *then told her that they had removed***
3 ***the rape accusation, but they did not actually remove it.*** They used it to extort Plaintiff anyway.

4 11. In the end, Plaintiff and Guess succumbed to the pressure and paid.

5 12. In a final form settlement agreement, S.S. acknowledged that the “rape” allegations
6 contained in the draft complaint sent by the Bloom Defendants were false. The Settlement
7 Agreement stated the following: “**Claimant specifically acknowledges that there was no rape**
8 **incident at any point in time between her and Marciano.**” The Settlement Agreement is signed
9 by S.S. *The Settlement Agreement was also signed by S.S.’s counsel, The Bloom Firm, both as to*
10 *form and content.*

11 13. Subsequently, Plaintiff learned that the scope of the Bloom Defendants’
12 representation of S.S. “[did] not cover litigation services of any kind”. Although it was
13 unbeknownst to Plaintiff and Guess at the time of the threat and when they paid, the Bloom
14 Defendants had no authority from the client, and it was outside the scope of their representation, to
15 actually “file, defend, or prosecute” a lawsuit on S.S.’s behalf. In other words, the *only* purpose of
16 the draft complaint threatened to be filed by the Bloom Defendants, which contained knowingly and
17 blatantly false allegations of rape against the words of their own client, was to extort. The Bloom
18 Defendants never had any intention – or authority – to actually file it.

19 14. Disturbingly, as detailed in this Complaint, this is not the only such instance of the
20 Bloom Defendants’ own clients admitting that their lawyers have perpetuated blatantly false claims
21 of forced sexual conduct. The Bloom Defendants carry out such schemes under the guise of legal
22 advocacy, using their client as a tool to line their own pockets. They concoct phony allegations of
23 horrific conduct, and bank on the reality that their targets do not want such disgusting and
24 outrageous allegations made public, even if they are false. They prey on targets knowing that most
25 will pay exorbitant amounts of money just to avoid the embarrassment of having repulsive
26 allegations associated with their name. And they rely on the fact that their targets will never fight
27 back because doing so would necessarily require their targets to undergo this shame and
28 embarrassment.

1 15. This was *not* legitimate legal advocacy. It was nothing more than an old-fashioned
2 shakedown.

3 16. In the past, the Bloom Defendants have gotten away with this type of conduct. But
4 now, a whistleblower former client whose conscience could not allow it to continue has come
5 forward and exposed their extortive practices. Their former client has told the truth. She was never
6 raped, and she told the Bloom Defendants that she was never raped. But the Bloom Defendants
7 threatened to publicly accuse Plaintiff of rape anyway.

8 17. The Court of Appeal asked the question: when does an attorney’s conduct cross the
9 line? **If the Bloom Defendants’ conduct in this case doesn’t, one has to wonder what does?**

10 **II. JURISDICTION AND VENUE**

11 18. This court has jurisdiction over this action because all parties reside, are incorporated,
12 have their main place of business and/or conduct business in the State of California, and a substantial
13 portion of the acts, omissions and events alleged occurred in California. *See* Cal. Code of Civ. Proc.
14 § 410.10. Venue is proper in this Court under Cal. Code of Civil Procedure Section 395(a).

15 **III. THE PARTIES**

16 **A. Plaintiff Paul Marciano**

17 19. Plaintiff Paul Marciano is a natural individual who is, and at all times relevant has
18 been, residing in the County of Los Angeles, State of California. Mr. Marciano, whose parents and
19 ancestors originate from Debdou, Morocco, was born in the French colony of Algeria before
20 growing up in Marseille. Along with his brothers, he founded what was then a small apparel brand
21 called Guess?, Inc. nearly forty years ago. Today, Guess operates across the globe with over a
22 thousand stores worldwide. It is a company that empowers women and celebrates their beauty and
23 strength, both externally through its products and campaigns, and internally in its operations. The
24 vast majority of Guess’ employees are women. Over 70 percent of Guess associates worldwide are
25 women, and it has been that way for nearly 40 years. Guess, under Mr. Marciano and his brother
26 Maurice Marciano’s leadership and direction, would not be where it is today had it not, from the top
27 down, trusted, promoted, respected, and put faith in women. Within the community and the public
28 broadly, Mr. Marciano is widely respected and known for his philanthropic endeavors.

1 **B. The Bloom Defendants – The Purported “Advocates” for Victims’ Rights**

2 20. Plaintiff is informed and believes, and thereon alleges, that defendant Lisa Bloom is a
3 natural individual who is, and at all times relevant has been, residing in the County of Los Angeles,
4 State of California, and is an attorney practicing law in the State of California.

5 21. Plaintiff is informed and believes, and thereon alleges, that defendant The Bloom
6 Firm is a law firm with its principal offices in Calabasas, California.

7 22. On its website, Lisa Bloom’s namesake law practice – The Bloom Firm – declares
8 itself to be “one of the largest victim’s rights law firms in the country.”¹ As stated on its website,
9 Bloom’s law practice consists in large part of representing clients who claim to be victims of sexual
10 harassment.

11 23. Through public relations and media, Defendant Bloom has attempted to cultivate a
12 public perception of being a “defender of women.”² Defendant Bloom relies heavily on her social
13 media, including her Twitter, Instagram, and Facebook accounts, to seek new clients and to make
14 harassment allegations against potential defendants. Defendant Bloom uses such platforms, as well
15 as the mainstream media, to denigrate and prosecute individuals in the court of public opinion.

16 24. The Bloom Defendants are substantial stakeholders in the outcome of their clients’
17 cases. Upon information and belief, Bloom and The Bloom Firm charge clients an exorbitant
18 contingent fee for representation, of 40 percent or higher. Thus, in a true sense, Lisa Bloom is more
19 than merely an advocate for her clients; she is a partner in the claims and results.

20 25. The problem, though, is that Defendant Bloom’s crafted public perception is
21 apparently a far cry from reality. According to publicly available documents and reports, Bloom is
22 less interested in so-called victims’ best interests, and more interested in Bloom’s best interests.

23 26. The New York Times and Pulitzer Prize winning authors Jodi Kantor and Megan
24 Twohey exposed this reality in their 2019 book “*She Said: Breaking the Sexual Harassment Story*

25 _____
26 ¹ See: <https://thebloomfirm.com/>

27 ² See e.g.: [https://www.wmagazine.com/story/gloria-allred-lisa-bloom-donald-trump-blac-chyna-](https://www.wmagazine.com/story/gloria-allred-lisa-bloom-donald-trump-blac-chyna-lawyer/)
28 [lawyer/](https://www.wmagazine.com/story/gloria-allred-lisa-bloom-donald-trump-blac-chyna-lawyer/)

1 *That Helped Ignite a Movement.*” The book and other public reports detailed how Defendant Lisa
2 Bloom represented convicted felon Harvey Weinstein, and how she conspired with him in an attempt
3 to silence and discredit his accusers.

4 27. The book and subsequent reporting detail a “jaw-dropping memo,” reportedly written
5 in December 2016 by Defendant Bloom to her client Harvey Weinstein about his rape accuser Rose
6 McGowan, and sheds more light on how Defendant Bloom truly operates. According to the memo,
7 Defendant Bloom herself reportedly knows that many – if not most – of her clients are generally not
8 telling the truth. Bloom wrote to Harvey Weinstein: **“I feel equipped to help you against the
9 Roses of the world, because I have represented so many of them. They start out as impressive,
10 bold women, but the more one presses for evidence, the weaknesses and lies are revealed.”**³

11 Harvey,

12 It was a treat to speak with you today, though yes, we'd all prefer better circumstances. I've spent the rest of the
13 day reading Jack and Sara's thorough reports about Rose, who truly comes across as a disturbed pathological liar,
14 and also your former assistant . . . who seems to be less of a concern. I also read through a lot of Rose's Twitter feed,
15 to get a sense of her, and watched her short film, Dawn. (I'm no film critic, but I found it dreadful, but telling as to
16 who Rose is: boy meets girl. Girl trusts boy. Boy murders girl. All men suck. The end.)

17 I feel equipped to help you against the Roses of the world, because I have represented so many of them. They
18 start out as impressive, bold women, but the more one presses for evidence, the weaknesses and lies are revealed.
19 She doesn't seem to have much going on these days except her rapidly escalating identity as a feminist warrior,
20 which seems to be entirely based on her online rants. For her to keep her “RoseArmy” following she must continue
21 ramping up the outrageousness of her diatribes.

22 Clearly she must be stopped in her ridiculous, defamatory attacks on you. She is dangerous. You are right to
23 be concerned.

24 Options after my initial read, which I can flesh out on our next call:

25 1. Initiating friendly contact with her through me or other good intermediary, and after establishing a
26 relationship work out a “win-win.” Key question: what does she want? To direct, it appears?

27 2. Counterops online campaign to push back and call her out as a pathological liar. A few well placed articles now
28 will go a long way if things blow up for us down the line. We can place an article re her becoming increasingly
unglued, so that when someone Googles her this is what pops up and she is discredited. We have all the facts
based on publicly available information. This can begin simultaneous with #1.

3 Jodi Kantor and Megan Twohey, *She Said: Breaking the Sexual Harassment Story That Helped Ignite a Movement*, Penguin Books (2019). The memo in its entirety is also widely publicly available online.

1 3. Cease and desist letter from me, warning her of the violation of agreement with you and putting her on notice
2 of causes of action for CA claims of false light, invasion of privacy, defamation etc. Risk: she posts the letter
3 online, generating heat and backlash. (Sara: I need to see the agreement, please.)

4 4. You and I come out publicly in a pre-emptive interview where you talk about evolving on women's issues,
5 prompted by death of your mother, Trump pussy grab tape, and maybe, nasty unfounded hurtful rumors
6 about you. This will be headline grabbing if you express genuine contrition for anyone who you hurt, while
7 emphasizing it was always adult consensual behavior. You thought that was enough at the time but now
8 realize it's more nuanced, that a power imbalance means something, etc. You reached out to me to help
9 understand rapidly evolving social mores around sexual misconduct because you are a good and decent
10 person (as evidenced by your life's work making films on important social issues and extremely generous
11 philanthropy). Example: Charlie Sheen, as women were set to come out against him re HIV status, did a Today
12 Show interview recently where he came out with it himself, receiving massive praise. I represented a few of
13 the women and their stories were largely drowned out by his interview and the love he got for it. It is so key
14 from a reputation management standpoint to be the first to tell the story. I strongly recommend this. If you
15 agree, I'd like to come out and meet with you to go over the story in some detail, so this is done for maximum
16 effectiveness. You should be the hero of the story, not the villain. This is very doable.

17 5. Start the Weinstein Foundation, focusing on gender equality in film, etc. Or establish the Weinstein Standards,
18 which seek to have one-third of films directed by women, or written by women, or passing the Bechdel
19 test (two named female characters talk to each other about something besides a man), whatever. Announce
20 you will immediately raise standards re gender parity in very specific ways on all films under your control.
21 Announce partnership with Geena Davis' group that works for gender equality in film, for example by
22 mandating that half of all extras in crowd scenes will be female. You get the idea. These details can be worked
23 out, but the point is you decide to be a leader and raise the bar in a concrete, headline-grabbing way.

24 6. Positive reputation management. I Googled your name, and a few obnoxious articles pop up. I work with the
25 leading reputation management company that can backlink to the positive articles to make a "firewall" which
26 prevents negative pieces from ranking well on Google. Your first page of Google is key as 95% never go beyond
27 the first Google page. Let's improve this. Easy to do. This should happen simultaneously with other option.

28 A reminder: would you please connect me with David Boies so that I can get retained?

Also, given that your emails with the Clinton campaign were hacked recently, I recommend you set up a
secure new email account for emails with this team. We shouldn't be emailing on these sensitive matters to your
company email as your IT people and others may have access.

Thanks and really honored to be brought into this team.

Talk tomorrow?

Best,

Lisa Bloom

28 28. In describing Defendant Bloom's relationship with Weinstein, an article in The New
York Times wrote that, "Maybe the most appalling figure in this constellation of collaborators and
enablers is Lisa Bloom [...]. A lawyer likewise known for winning sexual-harassment settlements
with nondisclosure agreements, Bloom was retained by Weinstein (who had also bought the movie

1 rights to her book).”⁴

2 29. Describing Bloom’s tactics to discredit Weinstein’s victims, the article continues: “In
3 a jaw-dropping memo to Weinstein, Bloom itemized her game plan: Initiate ‘counterops online
4 campaigns,’ place articles in the press painting one of his accusers as a ‘pathological liar,’ start a
5 Weinstein Foundation ‘on gender equality’ and hire a ‘reputation management company’ to suppress
6 negative articles on Google. Oh, and this gem: ‘You and I come out publicly in a pre-emptive
7 interview where you talk about evolving on women’s issues, prompted by death of your mother,
8 Trump pussy grab tape and, maybe, nasty unfounded hurtful rumors about you. ... **You should be
9 the hero of the story, not the villain. This is very doable.**”

10 30. Despite her admission that she has represented clients whose lies are revealed the
11 more one presses for evidence, Defendant Bloom has continued to assert claims and/or make public
12 statements that she either knows are demonstrably false, or of which she intentionally ignores and
13 disregards the truth.⁵

14 31. In doing so, she implements her *Weinstein Game Plan*: A “[c]ounterops online
15 **campaign**” to paint her target as a “**pathological liar**,” and placement of articles in the media “**so
16 that when someone Googles [his/her] name this is what pops up and [he/she] is immediately
17 discredited.**”

18 32. Through these tactics, the Bloom Defendants extract large monetary settlements from
19 would-be defendants who are desperate to protect their reputations, even when they know the
20 accusations levied against them are false.

21 ///

22
23 ⁴ See: <https://www.nytimes.com/2019/09/08/books/review/she-said-jodi-kantor-megan-twohey.html>

24 ⁵ See e.g. *Wynn v. Bloom, et al.*, Case No. 2:18-cv-00609-RFB-GWF (Nevada). A federal lawsuit
25 against Defendant Bloom for defamatory statements made about Steve Wynn that, while at rehearsals
26 for a Las Vegas show, he would “leer while the female performers danced particularly physically
27 revealing segments of the show.” Of course, this could not be true because, as stated in that case, Mr.
28 Wynn has been legally blind for almost two decades.

1 **C. Doe Defendants**

2 33. Plaintiff is unaware of the true names and capacities of the defendants sued under the
3 fictitious names Does 1 through 50, inclusive, and accordingly, sues said defendants by such
4 fictitious names. Plaintiff is informed and believes, and on that basis alleges, that each of said
5 defendants is in some fashion responsible for the activities and occurrences alleged in this complaint,
6 and that Plaintiff's injuries as alleged were proximately caused by said defendants' conduct.
7 Plaintiff will seek leave to amend this complaint to state the true names and capacities of such
8 defendants when such information is ascertained.

9 **IV. THE BLOOM DEFENDANTS EXTORTED PLAINTIFF WITH FRAUDULENT**
10 **CLAIMS OF RAPE**

11 34. Under the guise of legitimate representation of their client S.S., the Bloom
12 Defendants orchestrated a scheme to extort money from Plaintiff and Guess under the pretext of a
13 legal "settlement."

14 35. The scheme worked. Even though the claims were false, Plaintiff and Guess paid
15 money to make sure that the Bloom Defendants did not publicize the horrific claims they were
16 making. The Bloom Defendants may have gotten away with it, but for one thing: their client's
17 conscience took over, and the Bloom Defendants' scheme became exposed. This is the story of how
18 the Bloom Defendants almost got away with extorting Plaintiff.

19 **A. Step One: The Bloom Defendants Direct S.S. to Email Guess's Human Resources**

20 36. The first step of the Bloom Defendants' plot was to manufacture a false narrative of
21 claims against Plaintiff and Guess by having their client "independently" make a claim to the Guess
22 Human Resources department.

23 37. On March 15, 2021, Guess HR received an email letter sent from S.S. In the email,
24 S.S. alleged that Plaintiff had sexually harassed her.

25 38. The email was carefully written and clearly attorney-crafted. In fact, Plaintiff
26 subsequently learned that S.S. never wished to send the email letter at all. Rather, the Bloom
27 Defendants had ghost-written the letter. The Bloom Defendants urged S.S. to send the email letter to
28 Guess HR. The Bloom Defendants told S.S. that doing so would create one or more new claims

1 against Plaintiff and Guess, and that it would put her in the best position to demand the maximum
2 amount of money from Plaintiff and Guess.

3
4 *The Bloom Firm convinced me that the first action I should take was to*
5 *send an email, on my own behalf, to the Human Resources Department of*
6 *Guess?, Inc. complaining of actions by Paul Marciano. I did not believe*
7 *this was in my best interest, but members of The Bloom Firm instructed me*
8 *to do so anyway. They told me it would create more claims against*
9 *Guess?, Inc. and Mr. Marciano and create more leverage to demand the*
10 *maximum amount of money from them.*

11 (Declaration of S.S.)

12 39. The email sent by S.S. contained allegations that S.S. had been sexually harassed.
13 The email did not describe any forced physical conduct. Not once did the email letter use the word
14 “rape.”

15 40. As it takes all claims seriously, Guess immediately responded to S.S.’s email letter,
16 and offered S.S. an opportunity to meet with counsel retained to investigate claims of such nature.
17 S.S. never did. S.S. never met with Guess or its specially retained counsel because the Bloom
18 Defendants did not permit her to do so.

19 **B. Step Two: The Bloom Defendants Surface and Gradually Increase the Severity of the**
20 **Allegations While Demanding Payment**

21 41. Shortly thereafter, the Bloom Defendants revealed themselves as the puppet masters
22 behind the allegations, contacting and notifying Plaintiff and Guess that they represented S.S.

23 42. On March 25, 2021, the Bloom Defendants sent a formal demand letter to Plaintiff
24 and Guess detailing the supposed allegations on behalf of S.S. In the demand letter, the Bloom
25 Defendants decided to ratchet the pressure up a notch. The demand letter increased the
26 aggressiveness of the allegations that were previously asserted in S.S.’s email to Guess HR. The
27 demand letter now claimed that S.S. had been “sexually assaulted” twice in a “rape room.”

28 43. Familiar with the Bloom Defendants’ track record, Plaintiff and Guess became
concerned about what the Bloom Defendants might do. They became concerned that the Bloom
Defendants would publicize the claims even though they were utterly false.

1 44. The accusations did not align with facts and
2 reality. Plaintiff and S.S. were on very friendly terms.
3 S.S. had constantly expressed admiration for Plaintiff, and
4 had sent him many warm messages *after* the incidents the
5 Bloom Defendants were alleging, which contradicted their
6 claims. For example, just two months earlier, S.S. had
7 sent Plaintiff a warm New Year’s Eve message. And
8 when Plaintiff responded by telling her to see his recent
9 social media post about his mother, she responded “You
10 are such an amazing man... You are an inspiration and
11 truly spread so mich (sic) good throughout this world! I
12 cannot wait to see you again [heart and kiss emojis].”

13 45. Counsel for Plaintiff and Guess tried to
14 impart this to the Bloom Defendants. They explained that
15 claims of assault could not be true given that S.S. and
16 Plaintiff had a long and friendly history, and cited the
17 warm correspondence between them which extended well past the date of the incidents they alleged.

18 46. It was to no avail. On March 29, 2021, four days after their demand letter, the Bloom
19 Defendants responded with a new letter to Plaintiff and Guess and again increased the pressure and
20 not-so-subtle threats. This time the Bloom Defendants referenced Bill Cosby, and noted that
21 Cosby’s victims “*sent similar friendly texts after being raped by him. [...] The jury got it. Mr.*
22 *Cosby is now in prison.*”

23 47. Plaintiff was shocked and sickened by these references to Mr. Cosby, rape, and
24 prison. Such conduct had no similarity to any supposed interaction between Plaintiff and S.S.
25 Plaintiff and Guess became concerned that the public would possibly associate them with such
26 heinous acts should the Bloom Defendants decide to publicize these false accusations.

27 48. Shortly thereafter, on or about April 1, 2021, the Bloom Defendants made their first
28 demand for payment: \$1.9 million to settle S.S.’s claims.

Happy New Year to you
Paul 💕💕 Thank you for
being such an amazing
man. I feel very blessed to
know you. Enjoy your
holiday ✨
5:43 PM

I did see that post and it
touched my heart. You are
such an amazing man and
she is an amazing woman.
It gives me strength to see
that pure love and power!
You are an inspiration and
truly spread so mich good
throughout this world 🙏!! I
cannot wait to see you
again 💕💋 I am feeling so
much more positive.
6:05 PM

1 **C. Step Three: The Bloom Defendants Generate False Damages and Obfuscate Evidence**
2 **by Refusing to Allow S.S. to Meet with Guess’s Investigator**

3 49. Around the same time period, the Bloom Defendants also intentionally took active
4 steps to conceal their scheme, and to generate phony damages.

5 50. After Guess HR had received the initial email complaint from S.S., Guess took
6 immediate steps and offered S.S. the opportunity to meet with a specially retained counsel to discuss
7 her claims. Guess’s specially retained counsel, Micha Star Liberty, Esq., is a renowned and well-
8 regarded lawyer who has an established practice of defending victims of harassment and abuse. S.S.
9 desired to meet with Guess’s investigator. But the Bloom Defendants, apparently realizing such a
10 meeting would be disastrous to their plot, stood in the way. The Bloom Defendants pressured S.S.
11 not to accept Guess’s offer to meet with the investigator. In doing so, the Bloom Defendants
12 ensured that S.S. would not reveal true and accurate information to Guess or Plaintiff.

13
14 *After I sent the email, Guess?, Inc. offered me a chance to meet with a*
15 *special investigator. I wanted to meet with the investigator. However,*
16 *members of The Bloom Firm pressured me into not accepting the offer.*

17 *(Declaration of S.S.)*

18 51. By blocking S.S. from meeting with Guess’s specially retained counsel, the Bloom
19 Defendants (a) prevented Guess from completing an investigation; (b) prevented Guess from
20 learning the true facts and nature of S.S.’s story directly from S.S. herself; and (c) prevented S.S.
21 from gaining any objective assessment of those facts that were not construed to fit the Bloom
22 Defendants’ narrative.

23 52. Additionally, the Bloom Defendants sought to fabricate and maximize “damages”
24 that they could claim on S.S.’s behalf, by requiring her to attend sessions with a therapist. Upon
25 information and belief, seeing a therapist was either an explicit or implicit condition of the Bloom
26 Defendants’ representation of S.S. Upon information and belief, the therapy sessions were designed
27 to produce one single end result: that the client suffered from emotional distress due to the supposed
28 actions of Plaintiff. Upon information and belief, S.S. felt compelled to see a therapist by the Bloom

1 Defendants. She had never seen any therapist for these issues before the Bloom Defendants’
2 representation of her, and has never seen a therapist for these issues since the Bloom Defendants’
3 representation of her concluded. Nevertheless, the Bloom Defendants compelled her to attend
4 therapy sessions, where she was instructed to “only discuss issues related to Mr. Marciano during
5 those sessions” and the Bloom Defendants “dictated to [her] exactly what to say and what not to say
6 to the therapist.” The Bloom Defendants “instructed [S.S.] to explicitly blame Mr. Marciano for all
7 issues even though [S.S.] did not feel he was to blame for [her] experiences.”

8
9 *I was told by members of The Bloom Firm only after I signed a retainer*
10 *with them that it was a requirement of their representation to see a*
11 *therapist. I felt forced to do so because I was scared I would face*
12 *repercussions from the firm if I did not. I did not believe the therapy*
13 *sessions were necessary. I had never seen a therapist for any issues*
14 *related to my interactions with Mr. Marciano or Guess?, Inc. before The*
15 *Bloom Firm required me to see one as a precondition to their*
16 *representation. Members of The Bloom Firm instructed me to only discuss*
17 *issues related to Mr. Marciano during those sessions and they dictated to*
18 *me exactly what to say and what not to say to the therapist. They*
19 *instructed me to explicitly blame Mr. Marciano for all issues even though*
20 *I did not feel he was to blame for my experiences. I have not seen a*
21 *therapist since.*

22 (Declaration of S.S.)

23
24 53. To make matters worse, upon information and belief, the Bloom Defendants also
25 attempted to coach S.S. to make her believe that she should be contemplating suicide. The Bloom
26 Defendants required S.S. to watch a video about a victim of rape who thereafter committed suicide.
27 What legitimate purpose could a lawyer possibly have for requiring a client to watch such a video?

28 *The Bloom Firm required me to watch a video of a rape victim who*
thereafter committed suicide.

(Declaration of S.S.)

54. Upon information and belief, the Bloom Defendants used such tactics to bully, harass,
and pressure S.S. and other clients to generate claims against Plaintiff and Guess.

1 **D. Step Four: The Bloom Defendants Increase the Pressure on Plaintiff and Guess, and**
2 **Simultaneously Introduce a New Phony Claimant**

3 55. On or around April 7, 2021, Defendant Bloom corresponded with counsel for Guess
4 about S.S. During the correspondence, Defendant Bloom referenced an already pending lawsuit
5 against Plaintiff and Guess, and indicated that she believed a second lawsuit would be very
6 damaging to them.

7 56. Seven days later, on April 14, 2021, the Bloom Defendants sent a brand-new demand
8 letter to Plaintiff and Guess that presented false claims on behalf of a new client (hereinafter referred
9 to as “S.N.”). The demand letter’s introductory line: “In 2013, Paul Marciano raped aspiring model
10 [S.N.] in a hotel room in Beverly Hills.” The letter threatened to file claims against Plaintiff and
11 Guess for federal sex trafficking, and invited Plaintiff and Guess to “negotiate a pre-litigation
12 settlement.” Knowing the claims asserted on behalf of S.N. were utterly false, Plaintiff and Guess
13 refused to cave to another shakedown.

14 57. However, with the Bloom Defendants’ threats of rape/assault accusations hanging
15 over their heads, Plaintiff and Guess ultimately agreed to attend a mediation with the Bloom
16 Defendants about S.S.’s claims.

17 58. Concurrent with all this, on April 4, 2021 and April 20, 2021, two new articles
18 detailing other false claims were published in the media. Strategically planting articles in the media
19 had been part of the Bloom Defendants’ Weinstein Game Plan – the “countertops online campaign”
20 strategy. Over the past several months, the Bloom Defendants had contributed to the publication of
21 numerous articles with reporters who are friendly to them. It was obvious that these articles fell
22 within the Weinstein Game Plan. Each was published in the same publication (The Daily Beast),
23 contained a byline of the same reporter (Diana Falzone), and direct quotes from Defendant Bloom.

24 59. The mediation occurred on April 29, 2021. That morning, before the mediation
25 regarding S.S. began, the Bloom Defendants lobbed another reminder of the danger in not
26 capitulating to their demands. They sent a follow up letter regarding S.N. in which they again
27 falsely claimed that she had been raped. But despite the immense pressure at that time, Plaintiff and
28 Guess held firm and did not succumb to the preposterous demands that were made at the mediation.

1 E. Step Five: After Refusing to Pay Their Ransom, The Bloom Defendants Fabricate a
2 False “Rape” Claim on behalf of S.S. and Extort Plaintiff and Guess

3 60. Notwithstanding the failed mediation, the Bloom Defendants continued to push for a
4 monetary payment in exchange for not publicly filing claims on behalf of S.S. against Plaintiff and
5 Guess. Over the next several weeks, counsel for Guess and Plaintiff engaged with the Bloom
6 Defendants to try to avoid the public dissemination of these false claims. However, when Plaintiff
7 and Guess refused to cave to the Bloom Defendants’ preposterous demands, the Bloom Defendants
8 went for the jugular.

9 61. First, on May 22, 2021, another media hit piece was published. Same byline, same
10 publisher, direct quotes from the same Defendant Bloom.

11 62. Days later, on May 27, 2021, under the guise of settlement negotiations, Defendant
12 Lisa Bloom emailed counsel for Guess and made a “final” demand. In the email, Defendant Bloom
13 demanded that Plaintiff and Guess pay \$235,000. Accompanying this ominous final demand, for the
14 first time, was a draft complaint. As part of her final demand, Defendant Bloom threatened that if
15 Plaintiff and Guess did not pay the money by the deadline she imposed, the Bloom Defendants
16 would publicly file the enclosed complaint shortly thereafter.

17 63. When Plaintiff and Guess read the draft complaint, they were left shocked.

18 64. The draft complaint was a 27-page document that, true to the pattern of increasing
19 escalation, contained (false) allegations of criminal behavior that greatly exceeded those originally
20 claimed by S.S. in her March 15, 2021 email to Guess HR. In an effort to frighten Plaintiff, the
21 Bloom Defendants’ draft complaint alleged that Plaintiff *raped* S.S. and that he has his own personal
22 *rape room*. Despite never previously claiming that S.S. had been *raped*, the draft complaint now
23 alleged that Plaintiff had *orally* and *vaginally raped* S.S. The Bloom Defendants specifically
24 inserted the phrase “oral rape,” the phrase “vaginal rape,” and the phrase “rape room” in order to
25 sensationalize the allegations, and maximize the public attention that such a filing would receive.
26 The Bloom Defendants sought to impress upon Plaintiff and Guess that headlines across the media
27 spectrum would contain the words “Guess,” “Paul Marciano,” “Oral Rape,” “Vaginal Rape,” and
28 “Rape Room” together.

1 65. **It is inconceivable that a purported experienced “victims’ rights” advocate**
2 **believed that her client had been *raped* and yet failed to mention it for months. It is beyond**
3 **any stretch of the imagination that, if these allegations were true, (a) they would not be the**
4 **very first thing stated when S.S.’s email to Guess’s HR was sent, (b) they would not be the**
5 **headline of the demand letter sent by the Bloom Defendants on behalf of S.S., or (c) they were**
6 **never once uttered in the months the Bloom Defendants had been representing S.S.**

7 66. The reason it was never uttered until this point is because it is utterly false. There
8 was no rape. The Bloom Defendants knew there was no rape. But they included the allegations in
9 the draft complaint and threatened to publicly accuse Plaintiff of serious criminal conduct anyway.

10 67. This was an orchestrated plot to frighten Plaintiff and Guess. It was crafted to
11 threaten a businessman in his late 60’s – who had worked his entire life to build a company – that his
12 life’s work would be destroyed if he did not pay. It was done to terrify a public company’s Board of
13 Directors of a tsunami of consequences from shareholders and from the public if they did not pay. It
14 was done with knowledge of the cascading effect such a complaint would have on company
15 employees, and in Plaintiff’s personal life with his wife and children, if they did not pay. It was
16 done in order to force Plaintiff and Guess to capitulate under the pressure, and to pay.

17 68. Furthermore, the caption of the draft complaint was prepared for filing in the Los
18 Angeles Superior Court. It was drafted as such despite the fact that the Bloom Defendants knew that
19 the matter was subject to a binding arbitration provision. The Bloom Defendants knew that the
20 matter was subject to private arbitration because, *just days earlier*, the Los Angeles Superior Court
21 ruled that *an identical arbitration provision* was binding and enforceable in another lawsuit being
22 litigated by the Bloom Defendants against Plaintiff and Guess. Therefore, the claims, to the extent
23 any existed at all, were unequivocally subject to private arbitration – not the judicial court system.
24 Yet the Bloom Defendants threatened to file a public complaint in Superior Court, hoping to
25 circumvent private arbitration, and knowing that Plaintiff and Guess would be unable to file a public
26 legal response without potentially waiving their right to arbitration.

27 ///

28 ///

1 69. This blatant and extortive tactic – threatening to publicly (and falsely) accuse Plaintiff
2 of committing a terrible crime and disgraceful conduct unless money was paid – was in direct
3 violation of Cal. Penal Code Sections 519 and 523.

4 70. The draft complaint and tactics employed by the Bloom Defendants fell outside the
5 scope of any privilege protection because they constituted an illegal and criminal attempt to extort
6 money from Plaintiff and Guess as a matter of law.

7 71. The California Supreme Court has explained that extortion criminalizes the making of
8 threats that, in and of themselves, may not be illegal, but which become illegal when coupled with a
9 demand for money. Extortion can even exist when the information threatened to be made public is
10 true. However, the Bloom Defendants knew the information threatened to be made public was *not*
11 true, but nevertheless threatened to make it public. The only purpose of the threat was to maximize
12 leverage in demanding the payment of money, not to set forth any valid legal claim.

13 72. These demonstrably false accusations, and the accompanying demand for money and
14 threat to publicize them, do not fall within the scope of any privilege. They were not related to, or
15 made to further the purpose of, any legitimate legal claim. Such illegal communications, which
16 constitute extortion as a matter of law, do not constitute protected speech.

17 **F. Plaintiff and Guess Succumb to the Bloom Defendants’ Extortion**

18 73. Plaintiff and Guess were understandably concerned that these false allegations being
19 levied by the Bloom Defendants about S.S. could be publicly devastating for Plaintiff, his wife, his
20 children, and for the company. Plaintiff was confident that the truth would ultimately prevail in a
21 court of law. But legal proceedings, especially in light of the ongoing pandemic, could take years.
22 In the court of public opinion, the damage would be exponential.

23 74. In the time since Defendant Bloom conveyed the initial demand for payment, her
24 insinuation that another lawsuit would be very damaging for Plaintiff and Guess, and her transmittal
25 of the draft complaint that contained the allegations of “rape” and “rape room,” Defendant Bloom
26 had also posted approximately 12 times on her public social media account about Plaintiff and/or
27 Guess, in attempts to create more public pressure on them.

28 ///

1 75. Threatened with the prospect of the false claims being filed and publicized, Plaintiff
2 and Guess had little choice. Fearing the familial, reputational, social, financial, and business fallout
3 of the public accusations, they ultimately agreed to pay the Bloom Defendants and their client the
4 money they demanded.

5 76. All along, though, Plaintiff knew that the false accusations that had been levied by the
6 Bloom Defendants were simply not true. He did not wish to pay the Bloom Defendants money. But
7 Plaintiff and Guess had no choice.

8 **G. The Falsity of the Claims and Scope of the Bloom Defendants’ Extortion is Revealed**

9 77. The depths of the Bloom Defendants’ extortive misconduct were made apparent not
10 long thereafter.

11 78. On July 19, 2021, a final form settlement agreement was executed in which Plaintiff
12 and Guess agreed to pay money to S.S. In the Settlement Agreement, *S.S. acknowledged that the*
13 *allegations of “rape” that were contained in the draft complaint sent by Defendant Lisa Bloom were*
14 *a lie.* The Settlement Agreement stated the following: **“Claimant specifically acknowledges that**
15 **there was no rape incident at any point in time between her and Marciano.”**

16 79. The Settlement Agreement is signed by S.S. *The Settlement Agreement was also*
17 *signed by S.S.’s counsel, The Bloom Firm.*

18 80. Plaintiff had known all along that the accusation of rape was false. This was proof
19 that the Bloom Defendants had known it all along too.

20 81. Subsequently, Plaintiff learned that on April 30, 2021 (the day after the failed
21 mediation session), the Bloom Defendants had emailed S.S., and had asked her to approve the draft
22 complaint that was used to extort Plaintiff. The draft the Bloom Defendants sent S.S. contained false
23 references to “rape.” **In response, S.S. had told the Bloom Defendants to *remove* the word**
24 **“rape” from the document. S.S. had told the Bloom Defendants that there was no rape. But**
25 **the Bloom Defendants never did.**

26 82. In fact, shockingly, **the Bloom Defendants falsely indicated to S.S. that they *had***
27 **removed the word “rape” from the complaint. But, in reality, *it had not been removed.*** Instead,
28 against their own client’s instruction, they kept the false and despicable allegations, designed to

1 portray Plaintiff as a criminal, in the draft complaint in order to effectuate their extortion.

2
3 *Avi Goldstein told me he removed the word rape after I instructed him to*
4 *do so. In fact, I read the complaint at a later date and saw he did not*
5 *remove it at all.*

6
7 (Declaration of S.S.)

8 83. It was also revealed that the Bloom Defendants had fabricated more than just the
9 “rape” claims. They had completely manufactured a narrative to paint Plaintiff as a violent criminal
10 despite their client clearly telling them otherwise.

11 *In addition, members of The Bloom Firm on many occasions tried to add*
12 *into my legal complaints that Mr. Marciano “held me down by my wrist.”*
13 *Members of The Bloom Firm fabricated the claim that I was falsely*
14 *imprisoned even though I told them the only time I tried to exit during our*
15 *encounter, I exited easily and knowingly could have at any time during my*
16 *time with Mr. Marciano. That is not at all true and we often argued over*
17 *this and things of this nature.*

18 (Declaration of S.S.)

19 **H. The Bloom Defendants Never Intended to Actually Litigate S.S.’s Claims**

20 84. To make matters worse, it subsequently became clear that the draft complaint had no
21 legitimate litigation purpose at all.

22 85. Unbeknownst to Plaintiff or Guess at the time the Bloom Defendants threatened to
23 file the draft complaint, or at the time they paid the money to avoid its filing and publication, the
24 Bloom Defendants did not have any intention – *nor did they even have any authority* – to file such a
25 complaint.

26 86. Plaintiff subsequently learned that the scope of the Bloom Defendants’ representation
27 of S.S. “[did] not cover litigation services of any kind”. The representation agreement entered into
28 by the Bloom Defendants and S.S. provided that the Bloom Defendants “will not file, defend, or
prosecute a lawsuit on your [S.S.’s] behalf.”

///

1 87. In other words, the *only* purpose of the draft complaint threatened to be filed by the
2 Bloom Defendants, which contained knowingly and blatantly false allegations of rape against the
3 words of their own client, was to extort. The Bloom Defendants never had any intention – or
4 authority – to actually file it.

5 88. Furthermore, S.S. did not desire, nor did she authorize or permit, the Bloom
6 Defendants to engage in litigation or make use of any actual court process in any way.

7
8 *I did not desire that a public lawsuit ever be filed. As such, The Bloom*
9 *Firm negotiated demands for payment from Guess?, Inc. and Mr.*
10 *Marciano in exchange for a release of claims.*

11 *During that process, The Bloom Firm emailed me a document. It was a*
12 *draft of a complaint. The complaint listed me as a Jane Doe plaintiff, and*
13 *Mr. Marciano and Guess?, Inc. as defendants. The complaint listed many*
14 *causes of action. The Bloom Firm told me that they were going to use this*
15 *draft complaint as a means to pressure Guess?, Inc. and Mr. Marciano to*
16 *agree to the settlement demands.*

17 *(Declaration of S.S.)*

18 89. The Bloom Defendants’ threats to use the courts to pursue S.S.’s claims were never
19 made in good faith; they were made strictly for the purpose of obtaining money from Plaintiff and
20 Guess.

21 90. The Bloom Defendants acted maliciously; they knew that the draft complaint
22 contained materially false allegations of criminal conduct and used it anyway in order to extract a
23 payment from Plaintiff and Guess. The draft complaint was designed to serve as an extortive
24 Russian Roulette; a plot intended to induce further fear in Plaintiff and Guess. They could take their
25 chances and refuse to pay. But if they did, they risked whether the subsequent pull of the trigger
26 contained a bullet waiting in the next chamber, i.e. the widespread dissemination of additional false
27 public accusations, which would result in a social and reputational death.

28 91. Plaintiff and Guess had no choice. Facing social and reputational death, they paid the
Bloom Defendants their extortion money.

///

1 **V. THE BLOOM DEFENDANTS HAVE A PATTERN AND PRACTICE OF**
2 **ASSERTING FALSE ALLEGATIONS OF FORCED SEXUAL ACTS**

3 92. The stunning revelation of the Bloom Defendants’ conduct with respect to S.S.’s
4 claims are shocking in and of themselves. But even more disturbing is that they exist as part of an
5 established pattern of similar conduct, whereby the Bloom Defendants callously make horrific
6 allegations of forced sexual conduct, only to later be debunked. But don’t take Plaintiff’s word for
7 it. Their fraudulent accusations are exposed by their own clients.

8 **A. The Fraudulent Rape and Sex Trafficking Allegations on Behalf of S.N.**

9 93. While the Bloom Defendants’ scheme about S.S. was unfolding, the Bloom
10 Defendants had made accusations against Plaintiff regarding another “claimant,” S.N. The Bloom
11 Defendants had falsely claimed that, nearly a decade prior in 2013, S.N. had been lured to a hotel
12 room, where she was then raped by Plaintiff.

13 94. In October 2021, about three months after the Settlement Agreement with S.S., the
14 Bloom Defendants pressed forward with these phony claims. On S.N.’s behalf, the Bloom
15 Defendants filed a lawsuit in federal court against Plaintiff and Guess. The lawsuit falsely alleged
16 that Plaintiff and Guess had engaged in, or were participants in, a sex trafficking scheme in which
17 S.N. (and others) were victims. The purported factual basis for the lawsuit was the false accusation
18 that Plaintiff had lured S.N. to a hotel room and had raped her there.

19 95. As he had maintained all along, Plaintiff denied the phony claims. Plaintiff and
20 Guess filed motions to dismiss the lawsuit.

21 96. While the motions to dismiss were pending, the Bloom Defendants drew on their
22 familiar playbook: the Weinstein Game Plan of “counterops” media campaigns. They widely
23 announced that they would be holding a press conference regarding claims against Plaintiff and
24 Guess and would be live streaming it across multiple social media platforms. The Bloom
25 Defendants invited multiple media outlets to attend the press conference, and it was attended by, at
26 least, ABC 7, FOX 11, and KCAL 9.

27 ///

28 ///

1 97. During the press conference, among other things, Defendant Bloom introduced S.N.,
2 and had S.N. recite fraudulent allegations that the Bloom Defendants had made about Plaintiff.
3 Based on information and belief, S.N. did not want to do this.

4 98. Upon information and belief, S.N. apparently became disturbed at the manner at
5 which the Bloom Defendants treated her and manipulated her to assert these claims. In the days
6 immediately after the press conference, and just weeks before Plaintiff’s motion to dismiss was set to
7 be heard in federal court, S.N. summarily fired the Bloom Defendants as her legal representatives.
8 S.N. then independently engaged directly with Plaintiff, and the parties reached a resolution of their
9 disputes.

10 99. In memorializing the agreement, the parties executed a document releasing all claims.
11 In it, S.N. explicitly admitted that the claims the Bloom Defendants had made were false. The
12 agreement stated “[S.N.] *specifically acknowledges that there was no rape or sex trafficking*
13 *between her and Paul Marciano.*”

14 100. Once again, the allegations of forced sexual conduct callously asserted by the Bloom
15 Defendants was proven false.

16 **B. The Fraudulent Claims of Forced Oral Sex on Behalf of Miranda “Vee” Vasquez**

17 101. In 2018, during the height of the “me too” movement, a model named Kate Upton
18 took to social media and made false accusations of harassment about Plaintiff. Ms. Upton’s
19 allegations were picked up by major news outlets, widely circulated online, and she was featured on
20 mainstream television programs where she repeated her vague allegations. Knowing her claims
21 were false, though, Ms. Upton never formally registered any complaint with Guess or commenced
22 any legal action.

23 102. Never one to miss an opportunity, Lisa Bloom leapt into action. That summer,
24 understanding the pressure of public sentiment at the time, the Bloom Defendants levied claims
25 against Plaintiff and Guess on behalf of four women. The claims were frivolous, had no merit
26 whatsoever, and even bordered on the absurd. For example, some claimed they had been subjected
27 to sexual harassment, and yet they set forth legal causes of action for *breach of contract* or *fraud*.
28 However, the Bloom Defendants understood the pressure that “me too” claims held in that moment

1 both publicly and privately and knew that they could get away with even phony manufactured
2 claims.

3 103. This manifested itself most egregiously, though, in the claims the Bloom Defendants
4 set forth on behalf of one of the individuals, Miranda “Vee” Vasquez.

5 104. On behalf of Vee/Vasquez, the Bloom Defendants fraudulently claimed that Plaintiff
6 forcibly assaulted her by forcing Vee/Vasquez to perform oral sex on him.

7 105. To increase the pressure on Plaintiff and Guess
8 to pay, and to benefit her own self-image, Defendant Bloom
9 lodged a phony claim with the Los Angeles Police Department
10 about these false accusations and then paraded about outside
11 the police station with Vee/Vasquez and took photographs.

12 The images were widely disseminated by the media side-by-
13 side with images of Plaintiff and headlines about these false
14 claims.⁶ Meanwhile, Defendant Bloom disseminated the same
15 images on her public Twitter account.⁷



16 106. The Bloom Defendants then proceeded to demand millions of dollars from Plaintiff
17 and Guess to settle these “claims.” And despite the fact that each of these claims was bogus, given
18 the immense pressure of the social climate – a fact that the Bloom Defendants specifically were
19 angling to leverage – Plaintiff and Guess agreed to pay the Bloom Defendants nuisance value
20 amounts to avoid the cost and aggravation of these frivolous claims. The “claims” were resolved for
21 all four of these claimants as part of one settlement negotiated by the Bloom Defendants.
22 Presumably, before any of these “claimants” saw a dime, the Bloom Defendants deducted their
23 massive contingency fee.

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25 _____
26 ⁶ [https://pagesix.com/2018/02/13/model-goes-to-police-alleging-she-was-sexually-assaulted-by-paul-](https://pagesix.com/2018/02/13/model-goes-to-police-alleging-she-was-sexually-assaulted-by-paul-marciano-mohammed-hadid/)
27 [marciano-mohammed-hadid/](https://pagesix.com/2018/02/13/model-goes-to-police-alleging-she-was-sexually-assaulted-by-paul-marciano-mohammed-hadid/)

28 ⁷ <https://twitter.com/lisabloom/status/963650237020672001>

1 107. Shortly after payment, Miranda “Vee” Vasquez admitted that Plaintiff had done
2 nothing wrong and that she had no claims
3 against him, effectively recanting her claim.⁸

4 108. And once again, a former
5 Bloom client had revealed the truth: The
6 claims the Bloom Defendants peddle are
7 fraudulent and lies.



8 109. The Bloom Defendants would say or do anything, and stoop to any level, in order to
9 extract a “settlement.”

10 **FIRST CAUSE OF ACTION**

11 **CIVIL EXTORTION**

12 **(Against All Defendants)**

13 110. Plaintiff incorporates herein and realleges the allegations in paragraphs 1 through
14 109, inclusive, as if set forth herein.

15 111. The Bloom Defendants threatened to publicly and falsely accuse Plaintiff of having
16 committed serious and violent criminal conduct. In a circumstance similar to the California
17 Supreme Court case *Flatley v. Mauro*, 39 Cal.4th 299 (2006), they threatened to publicly declare that
18 Plaintiff had *raped* a woman.

19 112. Plaintiff is informed and believes, and thereon alleges, that the Bloom Defendants
20 knew that Plaintiff did not “rape” S.S. and made such threats regardless of the fact that such threats
21 were false.

22 113. Nevertheless, while demanding payment from Plaintiff, the Bloom Defendants
23 falsified claims that continuously increased in seriousness and sensationalism, culminating with the
24 transmittal of a draft complaint which portrayed a blatantly fraudulent narrative of violent and
25 serious felony conduct. The Bloom Defendants threatened to make public these false accusations of

26 _____
27 ⁸ [https://www.dailymail.co.uk/news/article-5500469/Model-admits-no-claims-against-Mohamed-](https://www.dailymail.co.uk/news/article-5500469/Model-admits-no-claims-against-Mohamed-Hadid-video.html)
28 [Hadid-video.html](https://www.dailymail.co.uk/news/article-5500469/Model-admits-no-claims-against-Mohamed-Hadid-video.html)

1 violent and serious felony conduct unless Plaintiff paid money. Unbeknownst to Plaintiff at the
2 time, the Bloom Defendants never had the intention, nor did they have the authority, to actually file
3 such a complaint. The Bloom Defendants utilized the draft complaint and the threat of litigation
4 merely as a means of obtaining money.

5 114. In this context, the Bloom Defendants' acts and implications were all designed to
6 induce fear in Plaintiff as to what would occur should Plaintiff and Guess refuse to pay money to the
7 Bloom Defendants and their client.

8 115. As a proximate result of such actions, Plaintiff and Guess paid a significant amount of
9 money to the Bloom Defendants and their client.

10 116. As a further proximate result of such actions, Plaintiff has been required to retain
11 attorneys to defend himself and his reputation, has suffered loss of business, reputation, and
12 goodwill, and has suffered damages in an amount according to proof at trial.

13 117. Plaintiff is informed and believes, and thereon alleges, that in engaging in the above
14 conduct, the Bloom Defendants' actions were willful and wanton, and the Bloom Defendants acted
15 with actual malice, fraud, and oppression, thereby entitling Plaintiff to an award of punitive damages
16 in accordance with proof at trial.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff Paul Marciano prays for judgment as follows:

- 19 1. General damages in an amount to be proven at trial;
- 20 2. Compensatory damages in an amount to be proven at trial;
- 21 3. Punitive damages in an amount to be proven at trial;
- 22 4. For costs of suit;
- 23 5. For all interest, as permitted by law; and
- 24 6. For such other relief as the Court deems just and proper.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Paul Marciano hereby demands that the trial in the above-captioned matter be tried
3 before a jury.

4
5 Dated: May 1, 2022

Gary Jay Kaufman
THE KAUFMAN LAW GROUP

6
7 Shawn Holley
KINSELLA WEITZMAN ISER KUMP
8 HOLLEY LLP

9
10 By: 
Gary Jay Kaufman

11 Attorneys for Plaintiff,
12 Paul Marciano

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