

1 Morris S. Getzels, Esq. - State Bar #70947  
 2 MORRIS S. GETZELS Law Office  
 3 6047 Tampa Avenue, Suite 307  
 4 Tarzana, CA 91356-1176  
 Telephone (818) 881-5550  
 Facsimile (818) 881-5558

5 Attorney for Plaintiff, John Doe

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 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

10  
 11 JOHN DOE,

12 Plaintiff,

13 v.

14 Brittany Underwood, Katie Jo McClain,  
 15 Madylin Anne-Michel Sweeten, Natasha  
 Bernard, Richard Charles Hearst, Sarah  
 16 Hester, Aaron Jeager, Janice Gillock and  
 DOES 1-100,

17 Defendants.

CASE NO. **21STCV46709**

**COMPLAINT FOR DAMAGES  
 FOR:**

**1. DEFAMATION**

**2. INTENTIONAL INTERFERENCE  
 WITH BUSINESS RELATIONSHIPS**

**3. NEGLIGENT INTERFERENCE WITH  
 PROSPECTIVE BUSINESS  
 RELATIONSHIPS**

**4. INTENTIONAL INFLICTION OF  
 EMOTIONAL DISTRESS**

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 22 1. Plaintiff John Doe is a member of Screen Actor's Guild Union ("SAG") as an  
 23 Actor/Performer and as a Producer. John Doe stars in, as an actor, and directs and  
 24 produces a digital daytime drama webseries (hereinafter the "Series.") The Series  
 25 was started in 2012, Emmy nominated in 2016, is internationally known, and was  
 26 broadcast on YouTube, and is available at a dedicated website. There were 30,000  
 27 viewers in the last year, plus 290,000 viewers since 2012. The Series had a budget  
 28 of \$430,000, all of which has been spent to date.

- 1           2.     Each of the named Defendants, Brittany Underwood, Katie Jo McClain, Madylin  
2           Anne-Michel Sweeten, Natasha Bernard, Richard Charles Hearst, Sarah Hester,  
3           Aaron Jeager, and Janice Gillock is an individual who is an actor who signed a  
4           contract to perform on the Series, and who was an employee on the Series who  
5           breached their contracts with John Doe. (Except Defendant Bernard, who worked  
6           as a make-up artist on the Series.)
- 7           3.     John Doe had three contracts concerning the Series, one with Captiva, dated  
8           August 10, 2016, one with Multi-Media Platforms, Inc. dated May 2, 2016 and  
9           one with Out-TV International, dated June 7, 2018. The contract with Captiva was  
10          for national distribution to air on a platform. The contract with Out-TV  
11          International was for international distribution. The contract with Multi-Media  
12          Platforms, Inc. was for broadcast rights.
- 13          4.     Each of the named Defendants except Richard Charles Hearst live in Los Angeles  
14          County. Defendants Katie Jo McClain and Aaron Jeager live principally in Los  
15          Angeles County but maintain residence in other states.
- 16          5.     Defendant Richard Charles Hearst works in Los Angeles County as an actor on a  
17          regular basis. Plaintiff is informed and believes and thereon alleges that Defendant  
18          Hearst maintains a home in Los Angeles County and has regular and constant  
19          communication with persons and entities in Los Angeles.
- 20          6.     Plaintiff is ignorant of the true names and capacities of the Defendants sued herein  
21          as DOES 1-10, inclusive and therefore sues these defendants by such fictitious  
22          names. Plaintiff will amend this complaint to allege their true names and  
23          capacities when ascertained. Plaintiff is informed and believes and thereon alleges  
24          that each of the fictitiously named defendants is responsible in some manner for  
25          the occurrences herein alleged, and that plaintiff's damages as herein alleged were  
26          proximately caused by their conduct.
- 27          7.     Defendants, and each of them, at all times herein mentioned were the agents and  
28          employees of their codefendants and in doing the things hereinafter alleged were

1 acting within the course and scope of such agency and the permission and consent  
2 of their codefendants.

3 8. In February 2016, SAG revoked John Doe's SAG Signatory Status as a producer.  
4 As a result, John Doe could not produce additional episodes for the Series for a  
5 new season with SAG actors. John Doe, who is a SAG actor, and was the star of  
6 the Series, could not appear in the Series. Not until August of 2021, over 5 years  
7 later, was John Doe able to regain his SAG Signatory Status as a producer.

8 9. The reason for the SAG revocation was false statements from the Defendants. All  
9 the Defendants made false complaints to SAG that the Series set was unsafe, and  
10 that John Doe's behavior was unprofessional. In particular Defendants claimed  
11 that Plaintiff John Doe was a sexual predator, a sexual harasser, purveyor of  
12 pornographic material, a rapist, threatened cast member's families, and was  
13 verbally abusive in person and abusive in electronic communications, text  
14 messages and e-mails.

15 10. All of the named Defendants were sued by John Doe in Small Claims Court for  
16 breach of contract, and Plaintiff prevailed in each case. The Defendants had  
17 already been sued and replaced in the Series almost a year before they made the  
18 false complaints to SAG. The Defendants' false complaints were also made to  
19 SAG in retaliation for the fact that in 2015, all the named Defendants had their  
20 roles in the Series re-cast, i.e. different actors replaced the Defendants in the  
21 Series. John Doe then filmed an entire season with new actors. For that 2016  
22 season, there was an Emmy nomination for the Series.

23 11. John Doe had sued all Defendants in Small Claims Court except for Defendant  
24 Rick Hearst for being paid in advance, and for then failing to appear on set and  
25 failing to market the Series, as required in their written contracts. John Doe  
26 prevailed each time he went to Small Claims Court for the Series against the  
27 Defendants for breach of contract. That was another motive for their actions.

28 12. In or about the end of November 2015, Defendants Brittany Underwood, Natasha

1 Bernard, and non-Defendants Johnathan Lipnicki, and Bryan Craig, all met at  
2 Ethan Corbett's house, watched an illegally obtained video of John Doe having  
3 sexual relations with a third party; the video was not given to the Defendants by  
4 Plaintiff. Brittany Underwood, Natasha Bernard, and non-Defendants Corbett and  
5 Lipnicki put the video into Dropbox and shared the link with all the other named  
6 Defendants. Underwood directly reached out to Defendants McClain and Sweeten  
7 whom she had never even met, and informed all Defendants that she would take  
8 care of informing everyone in the Soap Opera community of all the false  
9 accusations against Plaintiff and the illegally obtained video of John Doe.  
10 Defendants Underwood, Bernard, and non-Defendants Ethan Corbett, Jonathan  
11 Lipnicki and Bryan Craig<sup>1</sup> then walked across the street to the Screen Actors  
12 Guild office and made false accusations about Plaintiff, John Doe, to the Screen  
13 Actors Guild, Head of Digital Media Department, Caroline Coderoni as alleged in  
14 Paragraph 10 above and herein below. The Defendants were retaliating for being  
15 replaced on the Series and for being sued by Plaintiff in the summer and fall of  
16 2015. The Defendants' false accusations made in November 2015 that (1) the set  
17 was unsafe, (2) John Doe was unprofessional and abusive, verbally, like a tyrant,  
18 (3) that Defendants should not have been sued in Small Claims Court, and (4)  
19 claimed that John Doe had a non-consensual sexual relationship with one of the  
20 cast members, and then John Doe sent pornographic pictures and video to other  
21 cast members.(See Paragraph 10 for additional false accusations).

- 22 13. The Series was Emmy Nominated in 2016. At the Emmy Awards nomination  
23 celebration event, Defendants Brittany Underwood and Janice Gillock went  
24 around the room defaming John Doe in person. Whenever John Doe walked by,  
25 Janice Gillock made beeping noises like an alarm was set off.
- 26 14. In the summer of 2016, Defendant Madylin Sweeten called Multi-Media  
27 Platforms, Inc. and told them that they should not broadcast The Series or honor  
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<sup>1</sup> Bryan Craig is not named as a Defendant solely because he has filed for bankruptcy protection.

1 their contract to pay to John Doe \$71,500.00 between March 31, 2016 and  
2 November 30, 2016 which was supposed to be paid in monthly installments. The  
3 first monthly installment was paid before the Sweeten phone call, but thereafter  
4 the Multi-Media Platform contract was never honored.

5 15. Not until late in 2018, did John Doe discover any of the foregoing facts,  
6 concerning the Defendants going to SAG, and submitting Defendants' written  
7 declarations to SAG, making the false and scurrilous accusations set forth in  
8 Paragraphs 10 and 12 above, as a result of which John Doe lost his SAG  
9 Signatory Status.

10 16. From 2016 to the present, Defendants have continued unabated in a course of  
11 conduct of defaming John Doe and the Series to casting directors, new Series cast  
12 members, agents, managers and other industry professionals, and on Soap Opera  
13 blogs and to other Soap Opera industry publications. Defendants told the  
14 foregoing defamatory material about John Doe and the Series as strategy in their  
15 litigation defenses against John Doe's lawsuits against them. The Defendants had  
16 production of the Series stopped. The Defendants persuaded SAG to revoke John  
17 Doe's SAG Signatory Status as a producer, because of the aforesaid false,  
18 scurrilous and defamatory accusations. Because Defendants could not appear in  
19 this ongoing internationally known series, growing in popularity each day, and  
20 because they had all been shamed and embarrassed by being sued by Plaintiff in  
21 Small Claims Court, they collectively decided to ruin John Doe's Series and his  
22 professional career. Defendants decided to conduct a whispering campaign, for  
23 which they hoped they would not be held liable.

24 17. As a result of the Defendants' false accusations, John Doe's contracts with  
25 Captiva, Multi-Media-Platforms, Inc. and Out-TV have never been honored.

26 18. Plaintiff John Doe has been damaged emotionally by the Defendants' defamation,  
27 and false accusations, with physical impact to John Doe's body.

28 19. Plaintiff John Doe has been damaged by Defendants because the defamation by

1 Defendants has interfered with his prospective business relationships with actors,  
2 producers, directors, cinematographers, makeup artists, talent agents, and the soap  
3 opera press and everyone and anyone else in the industry that has heard these false  
4 accusations and heinous remarks in their ongoing, never-ending whisper  
5 campaign.

6 **FIRST CAUSE OF ACTION FOR DEFAMATION AGAINST ALL DEFENDANTS**

7 20. Plaintiff John Doe hereby incorporates Paragraphs 1-19 as though each allegation  
8 therein was set forth in full herein.

9 21. All the Defendants' declarations submitted to SAG, and all the accusations stated  
10 to others in their whispering campaign, are false as they pertain to the Plaintiff.

11 22. The Defendants' declarations submitted to SAG and the accusations reported  
12 publicly and reported privately are libelous on their face. The Defendants'  
13 statements clearly exposed Plaintiff to hatred, contempt, ridicule, and obloquy  
14 because it degraded him in his profession, caused him to lose his SAG signatory  
15 status as a producer, and made it impossible to further produce the Series. Plaintiff  
16 who is a SAG actor, could not act in his own show, the Series. When the Series  
17 was on YouTube, Plaintiff's reputation had been enhanced.

18 23. These false and scurrilous declarations and accusations were seen and read by the  
19 Screen Actors Guild executives and officials who then revoked John Doe's  
20 Signatory Status as a Producer.

21 24. Moreover, the same defamation and accusations were disseminated to the C3  
22 Church in North Hollywood when non-Defendant Jen Lilly, a former cast member  
23 who was award nominated for the show, heard the rumors and reported them to  
24 the C3 Church. The result was that Plaintiff was removed by the Church Pastor  
25 from the church discussion group and told by the Church Pastor that Plaintiff  
26 could no longer volunteer at the church. Because of that, Plaintiff felt that he  
27 could not attend services at the C3 Church.

28 25. As a proximate result of the above-described defamation, plaintiff has suffered

1 loss of his reputation, shame, mortification, and hurt feelings all to his general  
2 damage. Plaintiff has been affected socially by being isolated. John Doe  
3 considered the Defendants to be friends and worked with them all day, on month  
4 long shoots, and was deeply hurt by their behavior which behavior continues to  
5 this day.

- 6 26. The above-described declarations were published by the Defendants with malice,  
7 oppression and fraud in that Defendants knew the accusations were false, but  
8 published them to SAG and to all others anyway, and used the false accusations in  
9 a whispering campaign and thus plaintiff seeks an award of punitive damages.

10 **SECOND CAUSE OF ACTION FOR INTENTIONAL INTERFERENCE WITH**  
11 **BUSINESS RELATIONSHIPS AGAINST ALL DEFENDANTS**

- 12 27. Plaintiff John Doe hereby incorporates Paragraphs 1-26 as though each allegation  
13 therein was set forth in full herein.
- 14 28. Between 2014 - 2016, plaintiff produced the Series with a Signatory Status with  
15 SAG as a producer. Plaintiff's Signatory Status with SAG as a producer, enabled  
16 him to use professional, well known SAG actors in the Series. Another result from  
17 that was that the Series became well known, and was generating broadcast  
18 contracts with revenue in the six figures. By SAG taking away Plaintiff's  
19 Signatory Status as a producer, Plaintiff did not reap the financial advantages.
- 20 29. Defendants Brittany Underwood, Katie Jo McClain, Madylin Anne-Michel  
21 Sweeten, Natasha Bernard, Richard Charles Hearst, Sarah Hester, Aaron Jeager,  
22 and Janice Gillock knew of the above described relationship existing between  
23 plaintiff and SAG in that they were all SAG actors (except Defendant Bernard  
24 who is a make-up artist) knew that the Series was done according to SAG rules  
25 and regulations, and knew that Plaintiff was a SAG Signatory.
- 26 30. On or about November 2015, Defendants met with SAG. At this meeting  
27 defendants falsely represented that plaintiff was a sexual predator, a sexual  
28 harasser, that he treated the actors on the set in an unprofessional manner and that

1 he sent them pornographic pictures and made the other false allegations as alleged  
2 in Paragraphs 10 and 12 above, was otherwise unfit to be a producer, all with the  
3 intent to harm Plaintiff financially and to induce SAG to revoke Plaintiff's  
4 Signatory Status with SAG as a producer. Further, Defendants wanted to avoid the  
5 harm to their reputations that resulted from Plaintiff's lawsuits against them.

- 6 31. Defendant Madylin Sweeten knew of Plaintiff's contract with Multi-Media  
7 platforms, and intentionally interfered with that contract as alleged in Paragraph  
8 14 herein above, Sweeten sought to damage Plaintiff financially and emotionally.

9 **THIRD CAUSE OF ACTION FOR NEGLIGENT INTERFERENCE WITH BUSINESS**  
10 **RELATIONSHIPS AGAINST ALL DEFENDANTS**

- 11 32. Plaintiff John Doe hereby incorporates Paragraphs 1-31 as though each allegation  
12 therein was set forth in full herein.

- 13 33. On or about 2011, plaintiff entered into a written contract with SAG which  
14 enabled Plaintiff to produce the Series. Plaintiff produced 200 episodes of the  
15 Series and over 25 hours of content.

- 16 34. On or about November 2015, Defendants Brittany Underwood, Katie Jo McClain,  
17 Madylin Anne-Michel Sweeten, Natasha Bernard, Richard Charles Hearst, Sarah  
18 Hester, Aaron Jeager, and Janice Gillock defamed plaintiff to SAG.

- 19 35. Defendants moreover negligently failed to ever advise SAG that their statements  
20 about Plaintiff and the Series were false and that Defendants had invented the  
21 accusations against Plaintiff, out of whole cloth.

- 22 36. As a result of Defendant's negligence, Plaintiff was unable to obtain SAG actors  
23 to participate in shooting additional episodes of the Series, and Plaintiff who was  
24 a working current SAG actor, who was the star of the Series, could no longer act  
25 in the Series, and, as a proximate result of this, Plaintiff could not continue to  
26 produce the Series.



**FOURTH CAUSE OF ACTION FOR INTENTIONAL INFLICTION OF EMOTIONAL  
DISTRESS AGAINST ALL DEFENDANTS**

37. Plaintiff John Doe hereby incorporates Paragraphs 1-36 as though each allegation therein was set forth in full herein.

38. Defendants and each of them knew from working with Plaintiff that he was passionate about the Series, and would be emotionally devastated if Plaintiff could not proceed to produce the Series.

39. Defendants Brittany Underwood, Katie Jo McClain, Madylin Anne-Michel Sweeten, Natasha Bernard, Richard Charles Hearst, Sarah Hester, Aaron Jeager, and Janice Gillock's conduct was intentional and malicious and done for the purpose of causing Plaintiff to suffer humiliation, mental anguish, and emotional and physical distress. Defendants Brittany Underwood, Katie Jo McClain, Madylin Anne-Michel Sweeten, Natasha Bernard, Richard Charles Hearst, Sarah Hester, Aaron Jeager, and Janice Gillock's conduct in confirming and ratifying that conduct was done with knowledge that Plaintiff's emotional and physical distress would thereby increase, and was done with a wanton and reckless disregard of the consequences to Plaintiff.

40. As the proximate result of the acts alleged above, Plaintiff suffered humiliation, mental anguish, and emotional and physical distress, and has been injured in mind and body as follows: with such intense physical pain resulting to require acupuncture and cupping twice a week and psychologically to seek relief from life coaches and New Age Medicine doctors, all to Plaintiff's damage.

41. By reason of the acts alleged above, plaintiff was prevented from attending to plaintiff's usual occupation as a Series producer and thereby lost earnings.

42. Because of the ongoing whisper campaign still being conducted by Defendants, unless they themselves retract the defamatory comments, the damages will continue.

43. The acts of defendants alleged above were willful, wanton, malicious, and

1                   oppressive, and justify the awarding of punitive damages.

2                   **PRAYER FOR RELIEF**

- 3           1.       That Defendants retract in writing their Defamatory Statements and state with  
4                   whom the false accusations were shared and to whom the Defamatory Statements  
5                   were made.
- 6           2.       General Damages for loss of reputation, shame, mortification, hurt feelings, and  
7                   physical damage.
- 8           3.       Special Damages for efforts to undo the effects of the defamation and for  
9                   contractual losses; and
- 10          4.       Punitive Damages

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16   Date: December 22, 2021

Respectfully submitted,

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19                   Morris S. Getzels, Esq.  
20                   MORRIS S. GETZELS LAW OFFICE  
21                   Attorney for Plaintiff  
22                   John Doe  
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