

11/21/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Marquez Deputy

1 Edwin F. McPherson – State Bar No. 106084
2 Pierre B. Pine – State Bar No. 211299
3 **McPHERSON LLP**
4 1900 Avenue of the Stars
5 25th Floor
6 Los Angeles, CA 90067
7 Tel:(310)553-8833
8 Fax:(310)553-9233

Attorneys for Plaintiff ONETASTE INCORPORATED

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

11 ONETASTE INCORPORATED, a)
12 California corporation,)
13 Plaintiff,)
14 vs.)
15 AYRIES BLANCK, an individual; and)
16 DOES 1 through 100, inclusive,)
17 Defendants.)

CASE NO. 22STCV33093
**FIRST AMENDED COMPLAINT
FOR:**
**1. BREACH OF CONTRACT
2. FRAUDULENT INDUCEMENT**

18 Plaintiff ONETASTE INCORPORATED (hereinafter “Plaintiff” or “OneTaste”) hereby
19 alleges as follows:

21 **GENERAL ALLEGATIONS**

22 **THE PARTIES**

23 1. Plaintiff is, and at all times herein mentioned was, a corporation, organized and
24 existing under the laws of the State of California, and is, and at all times herein mentioned was,
25 licensed to do and doing business in the State of California, County of Los Angeles.

26 2. Plaintiff is informed and believes and, based upon such information and belief,
27 alleges that Defendant Ayries Blanck (hereinafter “Blanck”) is, and at all times herein mentioned
28 was, an individual, residing in Los Angeles, California, Boulder, Colorado, Whitefish, Montana,

Electronically Received 11/21/2022 05:19 PM

1 New York, New York, and the Republic of Ireland.

2 3. Plaintiff is informed and believes and, based upon such information and belief,
3 alleges that DOES 1 through 50 are, and at all times herein mentioned were, corporations,
4 partnerships, or other business entities, which were and are legally responsible and liable for the
5 acts and events referred to in this Complaint.

6 4. Plaintiff is informed and believes and, based upon such information and belief,
7 alleges that DOES 51 through 100 are, and at all times herein mentioned were, individuals, who
8 were and are legally responsible and liable for the acts and events referred to in this Complaint.

9 5. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
10 DOES 1 through 100, inclusive, and therefore sue said Defendants under such fictitious names.
11 Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when
12 the same have been ascertained.

13 6. Plaintiff is informed and believes and, based upon such information and belief,
14 alleges that Defendants, and each of them, were the alter egos, agents, employees, partners,
15 joint-venturers, co-conspirators, owners, principals, and employers of the remaining Defendants,
16 and each of them, and are, and at all times herein mentioned were, acting within the course and
17 scope of that agency, employment, partnership, conspiracy, ownership, or joint-venture.
18 Plaintiff is further informed and believes and, based upon such information and belief, alleges
19 that the acts and conduct herein alleged of each such Defendant were known to, authorized by,
20 and/or ratified by the other Defendants, and each of them.

21
22 **BACKGROUND**

23 ***OneTaste/OM***

24 7. Plaintiff OneTaste is a wellness education company that was founded in 2005. Its
25 mission was to provide individuals with teaching and trainings into living a desire-based life,
26 rooted in a felt-sense of connection. Its focus is the study and practice of Orgasmic Meditation
27 (hereinafter "OM").

28 ///

1 8. OneTaste became a leader, not only in the study of the OM practice (a practice that
2 has been extensively studied and reported on, including in seven, peer-reviewed, scientific
3 papers), but also in the study of feminine-focused sexuality, including with outside experts.

4 9. The company started out as Caravan Retreats, and operated as “OneTaste, An
5 Urban Retreat Center” until 2010. In its early days, the company was run by a small, passionate
6 group of practitioners living under one roof in San Francisco.

7 10. From 2014 to 2017, the company expanded to become one of Inc 5000's fastest
8 growing companies, with five licensed centers across the United States and London, and smaller
9 outposts worldwide.

10 11. By 2018, over 35,000 people had participated in the company’s in person events,
11 and over 16,000 had taken classes and workshops. Over 1,300 people completed the company’s
12 Coaching Program, and tens of thousands of people worldwide had learned to OM.

13
14 ***Blanck and Her Boyfriend Become Involved With OneTaste***

15 12. In or about October of 2012, Defendant Blanck and her then boyfriend took a
16 day-long introductory OM class with OneTaste in Boulder, Colorado, and were quite intrigued
17 by the practice. Soon after taking this course, Blanck and her boyfriend signed up for the
18 ten-month OneTaste coaching program in New York City.

19 13. Blanck later decided to drop out of that course, and received a full refund for the
20 dropped course. However, she began taking sporadic, introductory, weekend-long courses with
21 OneTaste.

22 14. In early 2013, Blanck and her boyfriend moved into an apartment in New York
23 City and, through her boyfriend’s involvement, Blanck became friends with other participants in
24 OneTaste programs and OneTaste staff.

25 15. In or about February of 2013, Blanck and her boyfriend signed up for a six-month
26 Mastery course that was offered by OneTaste in New York City. For Blanck, this period was
27 marked by growing volatility in her relationship with her boyfriend, where Blanck was typically
28 the aggressor.

1 ***Blanck Expresses Her Love For OneTaste and Having Multiple Sexual Partners***

2 16. In September of 2013, Blanck and her boyfriend decided to have an “open” sexual
3 relationship, which Blanck actively explored with enthusiasm.

4 17. In early 2014, Blanck and her boyfriend moved to Brooklyn, where her boyfriend
5 leased an upscale apartment that they shared with other current and former students of OneTaste
6 programs.

7 18. Blanck liked to talk frequently about experimenting sexually with many different
8 men. She was in control of her sexual experiences, most of which she initiated by arranging
9 dates for herself online, or by asking for “make outs” with people with whom she lived, people
10 with whom she worked at OneTaste, or other students that she met in the OneTaste classes that
11 she took.

12 19. Blanck would frequently say how happy she was that she was having lots of sex,
13 and would encourage other women that she knew to do the same. Most of Blanck’s sexual
14 encounters were in the various houses that she shared with roommates, including a shared
15 apartment in Brooklyn, a two-story apartment in Manhattan, and a loft apartment in Manhattan,
16 where everyone could easily overhear her with her various partners.

17 20. On April 29, 2014, Blanck initiated a conversation with a female friend who was
18 also a staff member of OneTaste, about the possibility of this woman’s having sex with Blanck’s
19 boyfriend. In fact, it was not uncommon for Blanck to suggest to other women with whom she
20 felt comfortable that she thought it would be a good idea if they had sex with her boyfriend.

21 21. At or about this time, Blanck formed a small group of individuals who began
22 negotiating to invest in the OneTaste New York operation. That operation later turned into a
23 licensee of OneTaste.

24 22. During this time period, Blanck posted many messages on social media platforms
25 and in texts, stating how happy she was with the community, with OneTaste, and with
26 OneTaste’s employees.

27 23. In May of 2014, Blanck posted on a OneTaste student website portal that long-
28 time OneTaste staff member, Rachel Cherwitz, was her mentor, whom she loved very much, and

1 that she (Blanck) loved her boyfriend (to whom she referred as her “husband”). Blanck stated
2 specifically: “I love and am so grateful for my mentor Rachel Cherwitz who is head of OneTaste
3 sales. I love my life, I love my husband, I love that I’m a servant of god and live in a community
4 that wants to wake up, and I love orgasmic meditation”

5 24. She also made it increasingly clear that she had an open relationship with her
6 boyfriend, and was otherwise very open with her sexuality. In June of 2014, Blanck sent a text
7 to a OneTaste staff member, stating: ***“The game I wanted to design was having [my boyfriend]
8 plus five other men just fuck me, for no other pair but to fuck me. Like really fuck me.”*** The
9 OneTaste staff member replied simply: “I think for both of you take it slow. You don’t want to
10 force anything”

11 25. In July of 2014, Blanck would text one of her friends after every sexual experience
12 that she had, including those with her boyfriend, and would describe each experience in detail,
13 whether the experience was positive or negative.

14 26. On July 25, 2014, Blanck sent a text to friend who was also a OneTaste staff
15 member, asking for her blessing to have sex with that woman’s boyfriend. Blanck stated “Are
16 you ok with me having sex with [your boyfriend] tonight?”

17 27. From July of 2014 onward, Blanck frequently asked men (who were mostly mutual
18 friends of hers and her roommates from the OneTaste community) to come over to the apartment
19 to have sex with her.

20 28. In fact, one of her friends is able to recall the names of several men that Blanck
21 told her she had had sex with (at Blanck’s initiative), between July and December, 2014.

22 29. In August of 2014, Blanck Facebook messaged a friend whom she had met
23 through participating in OneTaste events, saying that she and her boyfriend were, at the time, the
24 “polar opposite of monogamy.”

25 30. Blanck texted a friend in September, 2014 about having sex with their mutual
26 friend from Brooklyn, to whom she had reached out on Facebook for that purpose.

27 ///

28 ///

1 ***Blanck's Breakup With Her Boyfriend - She Still Loves OneTaste***

2 31. Blanck and her boyfriend ended their relationship in or around August of 2014.
3 Although they stayed distant from each other, speaking only infrequently for the months of
4 September and October, they still felt like friends.

5 32. In fact, on November 1, 2014, Blanck posted about her ex-boyfriend and other
6 friends with whom she worked at OneTaste New York on Facebook, stating "I'm so excited! I
7 love them all so much!! They are my best friends and companions in this orgasmic journey and
8 I'm am grateful to have them in my life and start this next chapter."

9
10 ***Blanck's Now Ex-Boyfriend Falls In Love With Another Woman - Blanck Despises Her,***
11 ***Him, and OneTaste; Begins Her Malicious Crusade Against All Three***

12 33. The same day, November 1, 2014, Blanck's ex-boyfriend traveled to a 14-day
13 OneTaste program in Los Angeles, where he met another woman, and fell in love with her.

14 34. The new relationship immediately enraged Blanck, and Blanck made verbal threats
15 against the new girlfriend.

16 35. On November 14, 2014, when Blanck first learned about her ex-boyfriend's new
17 relationship, Blanck texted a member of the OneTaste staff stating "***I am going to fucking kill***
18 ***him and her. Like I'm going to fucking kill her and him***"

19 36. On November 23, 2014 Blanck sent a Facebook message to her former boyfriend's
20 new girlfriend, stating: "***I wish I had humans words to describe the depth to which I hate you***
21 ***and hope you suffer and hurt. I don't though so it's a good thing you can feel because you***
22 ***will feel this for a very long time. I hate you.***"

23 37. On December 18, 2014, Blanck sent a text to a OneTaste staff member regarding
24 her former boyfriend and his new girlfriend, stating "I know myself if I saw her all weekend in
25 close quarters ***I'd punch her in her ugly face and probably end up doing the same to [my***
26 ***former boyfriend].***"

27 38. At the invitation of her friends who were staff members of the Los Angeles
28 OneTaste licensee, Blanck spent December of 2014 in Los Angeles, staying with them and other

1 OM practitioners with whom they shared a house.

2 39. In January 2015, Blanck went to Nicole Daedone's house, and implored her to
3 break up Blanck's ex-boyfriend's new relationship. Daedone told Blanck that she was not able
4 to do that.

5 40. During a January, 2015 visit back to New York City to collect her belongings,
6 Blanck came to the Manhattan loft apartment in which she had once lived, known as "365," and
7 physically attacked the new girlfriend, who was there with friends, punching her in the face, in
8 front of several people. Blanck had to be physically restrained from attacking her further. A
9 OneTaste staff member texted another OneTaste staff member at the time, stating "*Ayries just*
10 *came in to 365 and attacked [the new girlfriend] physically.*"

11 41. On January 12, 2015 Blanck e-mailed an announcement that she was leaving
12 OneTaste, and going to stay with family. She then left OneTaste, and stopped communicating
13 with OneTaste staff completely.

14 42. Blank always had an exceedingly positive attitude toward OneTaste, and made
15 nothing but generous praises of OneTaste until her former boyfriend started seeing his new
16 girlfriend, at which point she turned extremely negative toward OneTaste and its participants.
17 She then embarked on a campaign to destroy OneTaste, her former boyfriend, and his new
18 girlfriend.

19 43. A friend would later state that, when Blanck's former boyfriend started dating his
20 new girlfriend, Blanck made "a 180 degree flip against One Taste," as a result of the new
21 relationship, and Blanck "went from being a strong leader that was running New York One Taste
22 with [her friend] to being withdrawn and angry at everything about One Taste."
23

24 ***Blanck Makes Legal Claim Against OneTaste***

25 44. In August of 2015, Blanck hired a lawyer in Los Angeles to send a demand letter
26 to OneTaste, claiming hostile work environment, quid pro quo sex (sic) harassment, failure to
27 prevent harassment, failure to pay minimum wage and overtime wages, and intentional infliction
28 of emotional distress.

1 45. Blanck alleged specifically that OneTaste had forced and manipulated her into
2 having sex and “OM’ing” with OneTaste staff, supervisors, and customers (especially high
3 paying customers). She further alleged that, when she refused to do so, she was publicly
4 shamed, and threatened with reduced earnings and termination. **These allegations were**
5 **completely false, and completely made up by Blanck.**

6 46. Without filing any litigation, Blanck’s attorney asked OneTaste to participate in a
7 mediation. Although none of the allegations that were made by the attorney was true, OneTaste
8 agreed to participate in a one-day mediation with Blanck in Los Angeles, in December of 2015.

9 47. During the mediation, OneTaste was advised that the cost of defending a case like
10 this, even without any wrongdoing whatsoever, would exceed the amount for which it could
11 settle the case.

12 48. Ultimately, a settlement was reached with Blanck during the Mediation,
13 notwithstanding that OneTaste believed, had evidence at the time, and has since collected further
14 evidence, that her claims were completely without merit. OneTaste’s decision to settle the case
15 was a business decision, and was made as an alternative to spending hundreds of thousands of
16 dollars (or more) in litigation to fight the false claims.

17 49. As part of the settlement, Blanck signed a settlement agreement (hereinafter the
18 “Agreement”), in which she agreed not to disparage OneTaste or its officers, or incite others to
19 do so, and to keep the purported “actions” of OneTaste confidential.

20 50. However, Blanck chose to repeat the false claims that were the stated basis of her
21 original claim despite the settlement, in material breach of her Agreement with OneTaste, and in
22 furtherance of her ongoing vendetta against OneTaste.

23
24 ***Blanck Starts Her Media Campaign Against OneTaste***

25 51. Around the same time, Blanck posted her first of many negative comments about
26 OneTaste in the comment section of an online Dame article on OneTaste. In the comment,
27 Blanck stated: “It is not a sexually safe community. It’s a place they pimp out young naive
28 women to draw in wealthy sexless men to spend way too much money on courses.” Blanck goes

1 on to say in the comment that: “I am an ex staff and I never want any woman (or man) to
2 experience the abuse and trauma that I did in my two years at OneTaste.”

3 52. Blanck’s allegations were repeated in other media. For instance, in a June 18,
4 2018 article in Bloomberg, the author, Ellen Huet, claims that: “Blanck had said Cherwitz and
5 others ordered her to sleep with customers and managers, and two people familiar with the
6 matter say she considered the experience sexual assault.”

7 53. In August of 2017, notwithstanding the Agreement’s prohibition against her from
8 doing so, Blanck told one of her closest friends that she was talking to the press about her
9 experience with OneTaste. When her friend asked her if she signed an NDA, Blanck laughed,
10 shrugged, and said “Whatever, I’m going to do what I want”

11 54. On February 16, 2018, Blanck texted one of her best friends, who is a former
12 OneTaste customer and staff member of its New York branch, asking her friend if she would
13 talk to a journalist who was writing a story on OneTaste for Bloomberg. Blanck stated in her
14 message:

15 “A journalist reached out to me from Bloomberg and is
16 writing an article on onetaste company culture, I can’t
17 talk to her but she wants to talk to past staff and people
18 who used to work for them. You can do it
19 anonymous.” Blanck went on to say, “*Also you mind*
20 *deleting those last couple txt messages? I’m deleteing*
21 *them on my end.*”

22 55. On the same day, Blanck texted a UK-based former OneTaste customer, asking if
23 he would like to speak to the same Bloomberg journalist. Blanck stated in her message:

24 “I got contacted by a journalist doing a piece on the
25 business and employment practices of OT. She is
26 looking to interview as many ppl as she can. Do you
27 want to talk with her? It can be completely
28 anonymous.”

1 56. When he declined, she asked if he knew of anyone else in Europe who would be
2 open to talking to the journalist.

3 57. On February 19, 2018, Blanck texted a friend in an effort to stop a well-known
4 public person from endorsing OneTaste. In her text, Blanck states: “I want to tag that blog ikon
5 [well-known blogger’s] Twitter account. He responds and posts personally on the platform.”
6 When her friend asked Blanck in which topic she wanted to tag this person, Blanck said: “...the
7 OT blog. He endorsed them in his book.” Blanck went on to say: “And the national hockey (sic)
8 league, since they mentioned them in the company. *I might have to make a fake witter (sic)*
9 *account and start tagging all this stuff.*”

10 58. In May of 2021, Blanck told the same female friend/former OneTaste customer/
11 staff member whom she had contacted about speaking to the Bloomberg journalist, and told her
12 that she also had been approached by Sarah Gibson, who had asked her if she would appear in a
13 documentary about OneTaste. Blanck told her friend that Gibson said that the documentary
14 would be an opportunity for her (Blanck) to tell her story publicly. When her friend asked if
15 Gibson had offered to pay her in exchange for her participation in the documentary:

16 ***“Ayries responded, yes she’d been offered***
17 ***compensation and that would be roughly \$10,000,***
18 ***although she did not confirm the exact amount.”***

19 59. Her friend went on to say that:

20 “Ayries told me that she clearly told Gibson that she
21 was bound by a settlement agreement with OneTaste,
22 which contained very strict non-disclosure and
23 non-disparagement clauses. Ayries told me that she
24 told Gibson that, under the agreement, she could not
25 talk to the press at all. Ayries told me that Gibson
26 responded by offering to provide Ayries with coverage
27 under Netflix’s insurance policy, to cover any legal
28 fees that might result from Ayries violating the terms

1 of her settlement agreement with OneTaste by
2 participating in Gibson’s documentary project.”

3
4 ***Netflix Documentary***

5 60. On November 5, 2022, Netflix released a “documentary” film entitled “Orgasm
6 Inc: The Story of OneTaste” (hereinafter the “Netflix Film”), which included the latest
7 incarnation and escalation of Blanck’s story.

8 61. Blanck does not appear in the film, claiming that she was afraid of “repercussions”
9 by OneTaste. However, Blanck actually has her sister appear in the Netflix Film, talking about
10 Blanck’s supposed experiences, which can only be described as a fictional tale.

11 62. Blanck’s sister states the following:

12 “My name is Autymn Blanck, and I am here to tell the
13 story of my sister, that she was in a cult, and her
14 experience of going through that.”

15 63. She went on to say:

16 “These people would tell her that she needed to go
17 sleep with all these men or she needed to OM four to
18 five times a day to release herself from the trauma of
19 her childhood.”

20 64. She then stated that her sister started sending her journals, significantly ***written***
21 ***after she left OneTaste*** on an unknown date, supposedly as “part of her therapy.” She then
22 started reading from a sheet of paper, as follows:

- 23 (a) “My boyfriend, he punched me in the face and split my lip and bruised my
24 eye “
- 25 (b) “We had fought many times before, but I had never thought he would go
26 that far.”
- 27 (c) “I found little symphony. His Beast was only fulfilling what my body had
28 asked him to do. This, I was told it was my fault. I had forced him to do

1 it.”

2 (d) “I never spoke again about the other times he hit me or dragged me
3 around.”

4 (e) “I was told that sometimes our soul mates must do violent things to help us
5 grow. It was only a way to condone violence.”

6 (f) “They did not want me to, one, go to the authorities, two, to have my
7 boyfriend leave and take his money with him.”

8 (g) “This evening, this community member let his beast out. He picked me up,
9 my arms pinned to my sides, and began to shake me in front of everyone.
10 Nobody did anything as he screamed at me how he would like to rape me,
11 beat me use me that he knew where I slept, and he would find me in the
12 night.”¹

13 (h) “When I decided to leave, I went and talked to Nicole. When I arrived at
14 her apartment, it was like the rose-colored glasses had finally fallen off.”

15 65. The Netflix Film also showed a woman named Audrey Wright, a former employee
16 and customer of OneTaste. At the time of Wright’s participation with OneTaste, she was not
17 even friends with Blanck; nor did she live in the same city as Blanck or otherwise communicate
18 in any manner.

19 66. The Netflix Film shows Wright while she is supposedly in a phone conversation
20 with an FBI agent. Wright says on screen, “when that thing about them finding some strangers
21 to rape her happened, it totally made sense to me as far as what the conversations I heard and the
22 behavior that I witnessed.”

23 ///

24 _____
25 ¹OneTaste does not have a complete account of what transpired at this incident. Texts
26 from a woman who participated in OneTaste courses at the time show that the man in
27 question “was close to getting violent,” but that OneTaste staff intervened immediately. The
28 man was told that his behavior was completely unacceptable, and was referred to a OneTaste
staff member who had a lot of experience with twelve-step recovery, so that he could learn
how to handle his emotions in a manner that was safe for the people around him.

1 67. Wright appears to be referring to allegations that had been made about OneTaste
2 and Blanck in the media. This was followed by on-screen text that stated: “Audrey confirmed
3 that the woman whose alleged rape she reported to the FBI, was Ayries Blanck.”

4 68. Blanck’s sister then went on to say:

5 “[a]t one point my sister called me, and she had been
6 forced upon (sic) multiple people, and that her
7 boyfriend had beat her. And she was at the bottom of
8 the stairs, vomiting.”

9 69. Blanck’s sister then went on, reading from the sheet of paper that was written by
10 Blanck, and stated:

11 “I never wanted to OM with other people. I never
12 wanted to have my body touched. It was always forced
13 and my body feels filled with shame and disgust.”

14 70. She then read on:

15 “I remember being told not to go to the hospital, that
16 all the shaking, the vomiting, the weightlessness, the
17 sickness was just an orgasm.”

18 71. A Netflix narrator then asked Blanck’s sister “This is [Ayries’] body reacting to
19 the sexual assaults and the beatings,” to which Blanck’s sister replied:

20 “Yes, yes. Yeah. Yeah. The sexual assaults and the
21 beatings. And I think the manipulation of trying to
22 convince someone that that is right.”

23 72. Blanck’s sister then stated:

24 “I wanted to speak out for someone who couldn’t
25 speak for herself. I wanted to tell the story of someone
26 that was I guess, silenced.”

27 ///

28 ///

1 ***Blanck Not Only Violated The Confidentiality And Non-Disparagement Provisions Of The***
2 ***Agreement, She Has Repeatedly Lied To The Media And Others***

3 73. OneTaste has never “silenced” Blanck or any other person, though it does enforce
4 lawful agreements that have been entered into for legitimate reasons.

5 74. In total, there were eight separate videos and multiple photographs (shown twenty
6 separate times) of Blanck included in the Netflix Film. Her name appeared on screen in writing
7 on four separate occasions.

8 75. Significantly, although Blanck discussed with her closest friends every detail of
9 every one of the many sexual encounters that she had while she was with OneTaste, whether she
10 felt that they were enjoyable or disappointing, she never mentioned to a single one of her closest
11 friends that she had experienced any of the events that were printed in the Bloomberg article, the
12 subsequent media reports, or the Netflix Film.

13 76. Moreover, during her time at OneTaste, she certainly never reported anything even
14 close to rape or being forced to have sex with anyone, to any of her friends, to any of her
15 roommates, to any OneTaste staff, or to any law enforcement agency. To the contrary, every text
16 that she sent to her closest friends indicated how much fun she was having, seeking men out and
17 having sex with them.

18 77. Specifically, with respect to her claim that she was violently assaulted by her
19 former boyfriend, such a claim was never made – even to her closest friends – *before* her former
20 boyfriend started dating his subsequent girlfriend. Moreover, Blanck is much larger and much
21 stronger than her former boyfriend, and she practiced martial arts, training at a Muay Thai studio
22 in New York City. Her former boyfriend is very thin, is smaller than Blanck, and has a chronic
23 illness that prevents him from gaining a lot of muscle or strength.

24 78. In an recorded interview in January of 2022, a former OneTaste staff member
25 stated (about Blanck):

26 “I met [her former boyfriend] only once. And he’s a
27 kind of smaller demeanor guy. And if you know how
28 to bet money on it, I think, you know, ***I’d have no***

1 *problem betting on Ayries to being able to take him*
2 *and kick his ass. No offense to [her former*
3 *boyfriend], but just be sure he has like brittle bone*
4 *syndrome to like, Ayries is kind of a tough lady. Like*
5 I've seen her physique. I've seen her work outside,
6 like I don't know what mental state she would have to
7 be for that to happen. Like *she could very easily*
8 *defend herself from [her former boyfriend] and apply*
9 *a lot of pain towards [him]."*

10 79. In an interview in January of 2022, another former OneTaste staff member and
11 roommate and friend of Blanck described an extremely volatile situation in which Blanck
12 actually locked the same boyfriend in a room, and the friend had to pry him out. He states:

13 "One time she locked him into the room with her and
14 wouldn't let him out. That was one of the times that
15 somebody came knocking on my door and be like, hey,
16 Ayries won't let [her boyfriend] out of the room. And
17 can you help us can you do something and I literally
18 had to go to the door and we . . . it was me and a group
19 of us.

20 80. The friend went on:

21 "We were basically standing at the door. And I was
22 basically trying to talk her down and *trying to like,*
23 *help her remember that he wasn't the source of her*
24 *trauma of her of the things that she was feeling that*
25 *he might have triggered some stuff. But he wasn't*
26 *the source of it.* Therefore, she should open the door
27 and not keep them in there. And we went back and
28 forth for a while. Me and her talking through the door

1 and trying to get a train like basically get her to unlock
2 the door.”

3 81. The friend went on:

4 “We tried picking the lock, I think we might have even
5 tried to take the bolt off the door. I don’t remember. I
6 don’t specifically remember how we resolved it. But
7 what I do remember is, *we finally got the door open*
8 *and [her boyfriend] made a run for it. Physically, she*
9 *was a little bit bigger than him. And I know that I*
10 *personally like I knew she was a martial artist and*
11 *did more Muay Thai, and I’m pretty sure she’d kick*
12 *my ass.”*

13 82. With respect to the suggestion that OneTaste was condoning violence against
14 Blanck so that her boyfriend would not leave, and “take his money with him,” Blanck was part
15 of a group of women who were seeking to invest in OneTaste New York. Blanck went through
16 periods of wanting her boyfriend to invest on her behalf and then not wanting him to invest on
17 her behalf. Blanck told OneTaste staff that she was meeting with dozens of other potential
18 investors.

19 83. With respect to Blanck’s physical condition of nausea and vomiting (which
20 frequently seemed to coincide with Blanck’s menstrual cycle and sleep habits), Rachel Cherwitz,
21 a OneTaste staff member and close colleague and friend of Blanck (whom Blanck described as
22 her “mentor”), had offered to make an appointment for her with an endocrinologist, and actually
23 go with her to the appointment. **Her physical symptoms had nothing whatsoever to do with**
24 **Blanck’s employment or her participation as a student or staff member of OneTaste.**

25 84. Blanck has violated the terms of the Agreement, over and over again. In each such
26 instance, Blanck has conveyed a completely false and defamatory account of OneTaste (and
27 others) in the media. Every claim that Blanck has made, whether paid for her story or not, is
28 demonstratively false. Each time that Blanck has participated in a story that is derogatory of

1 OneTaste, OneTaste and its thousands of participants have been further substantially injured.
2

3 **FIRST CAUSE OF ACTION**

4 **(For Breach Of Contract – Against All Defendants)**

5 85. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through
6 79, inclusive, hereinabove.

7 86. Pursuant to the December 16, 2015 Agreement, Defendants, and each of them,
8 including Blanck, agreed to keep the terms of the Agreement and certain other information
9 confidential, and not to defame or otherwise disparage Plaintiff.

10 87. The non-disparagement clause, Paragraph 8 of the Agreement, provides the
11 following:

12 8. Non-Disparagement. *BLANCK agrees that she will not in*
13 *any way disparage, defame, libel, slander, place in a negative light,*
14 *or in any other way harm or attempt to harm the name, reputation,*
15 *goodwill or commercial interests of ONETASTE or Releasees,*
16 *including making derogatory or negative remarks about any*
17 *current or former officer or employee of ONETASTE, or inciting*
18 *others to make such remarks; commenting on disputes with*
19 *ONETASTE except to state that any dispute has been resolved; or*
20 *making any comment or reference to disputes with, or any negative*
21 *communication whatsoever about, any current or former officer or*
22 *employee of the ONETASTE. This prohibition includes statements*
23 *in any medium including, but not limited to, electronic or social*
24 *media such as blogs, Twitter, message boards, Facebook, etc.*

25 *Id.* (emphasis added).

26 88. Plaintiff has performed all of the covenants, conditions, and obligations that were
27 required on its part to be performed under the Agreement, except insofar as such performance
28 was waived, prevented, or excused by the acts or omissions of Defendants, and each of them.

1 89. Defendants, and each of them, including Blanck, have materially breached the
2 express and implied provisions of the aforementioned Agreement by not only revealing certain
3 matters that were to be kept confidential, but also by doing so falsely, with demonstrable lies,
4 thereby disparaging and defaming OneTaste and its officers and employees, and placing them in
5 a negative light, in clear contravention of the Agreement.

6 90. In fact, not only did Blanck speak to various journalists for various false and
7 defamatory “hit pieces” against OneTaste, she actually recruited people on behalf of the author
8 of the Bloomberg article and Netflix Film (and perhaps others) to falsely disparage Plaintiff.

9 91. As a result of Blanck’s ongoing and escalating false accusations, OneTaste and its
10 executives have had to close down their business completely.

11 92. Airing of the false accusations by the media spawned a criminal investigation,
12 which itself became a matter of media reporting, further compounding the damage.

13 93. OneTaste has been required to spend considerable sums on attorneys’ fees and
14 public relations firms to defend against the false claims that have been made by Blanck in the
15 media.

16 94. Employees of the company have been labeled “sex traffickers,” based upon the
17 false allegations that Blanck has made in the media.

18 95. Employees have been cast aside by their friends and families, have been denied
19 services such as basic banking. Many of them have had to stop working for OneTaste to
20 preserve their livelihoods, their reputations and their families – all as a result of Blanck’s false
21 allegations in the media.

22 96. As a direct and proximate result of the aforementioned breaches of contract by
23 Defendants, and each of them, as alleged herein, Plaintiff has been damaged in an amount that
24 has yet to be ascertained, together with interest thereon at the legal rate of ten percent (10%) per
25 annum. When Plaintiff ascertains the exact amount of said damages, it will seek leave of Court
26 to amend this Complaint to set forth said amount.

27 97. As a further direct and proximate result of the foregoing breaches by Defendants,
28 and each of them, Plaintiff has been compelled to retain the services of an attorney in order to

1 prosecute its rights under the Agreement. The Agreement provides that, in the event that it
2 becomes necessary for Plaintiff to hire an attorney to enforce the Agreement, Plaintiff may
3 recover the reasonable fees thereof, in addition to any and all consequential damages under the
4 Agreement. Plaintiff therefore seeks to recover its reasonable attorneys' fees in an amount to be
5 determined at trial.

6
7 **SECOND CAUSE OF ACTION**

8 **(For Fraudulent Inducement – Against All Defendants)**

9 98. Plaintiff adopts, realleges, and by this reference incorporates, Paragraphs 1 through
10 79, inclusive, and 81 through 89, inclusive, hereinabove.

11 99. In or about December of 2015, Defendants, and each of them, by and through their
12 authorized agents, including Blanck, represented, among other things, that Defendants, and each
13 of them, would comply with the terms of the aforementioned Agreement.

14 100. Said representations were made by Defendants, and each of them, in order to
15 induce Plaintiff to enter into the aforementioned Agreement.

16 101. At the time that said Defendants made such fraudulent representations, Plaintiff
17 believed those representations to be true, and was ignorant of Defendants' secret intention not to
18 perform under, and to deprive Plaintiff of the benefits of, the Agreement.

19 102. Plaintiff could not, in the exercise of reasonable diligence, have discovered
20 Defendants' secret intentions as aforementioned.

21 103. Plaintiff is informed and believes and, based upon such information and belief,
22 alleges that the true facts were that Defendants had no intention of performing the promises,
23 conditions, and obligations that were both expressed and implied in the Agreement, including,
24 but not limited to, the confidentiality provision and the non-disparagement provision.

25 104. In justifiable reliance on the aforementioned representations of Defendants, and
26 each of them, Plaintiff agreed to enter into the Agreement, and performed all of the obligations
27 imposed upon it by the Agreement.

28 ///

1 105. As a direct and proximate result of the aforementioned conduct by Defendants, and
2 each of them, as alleged herein, Plaintiff has been damaged in an amount that has yet to be
3 ascertained, together with interest thereon at the legal rate of ten percent (10%) per annum.
4 When Plaintiff ascertains the exact amount of said damages, it will seek leave of Court to amend
5 this Complaint to set forth said amount.

6 106. The aforementioned acts, among others, by Defendants, and each of them, of
7 which an officer, director and/or managing agent had advance knowledge and/or ratified said
8 wrongful conduct, were done intentionally or with a conscious disregard of Plaintiff's rights, and
9 with the intent to vex, injure or annoy Plaintiff such as to constitute oppression, fraud, or malice,
10 thus entitling it to exemplary and punitive damages in an amount appropriate to punish or set an
11 example of Defendants, and each of them, and to deter such conduct in the future, which amount
12 will be proved at trial.

13
14 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
15 follows:

16
17 **AS TO THE FIRST CAUSE OF ACTION:**

- 18 1. For compensatory damages in an amount to be proved at trial, together with
19 interest thereon at the maximum legal rate;
20 2. For reasonable attorneys' fees, in an amount to be determined at trial;

21
22 **AS TO THE SECOND CAUSE OF ACTION:**

- 23 3. For compensatory damages in an amount to be proved at trial, together with
24 interest thereon at the maximum legal rate;
25 4. For exemplary and punitive damages, in an amount sufficient to punish or set an
26 example of Defendants, and each of them, which amount will be proved at trial;

27 ///

28 ///

1 **AS TO ALL CAUSES OF ACTION:**

2 5. For costs of suit herein incurred; and

3 6. For such other and further relief as the Court deems just and proper.

4
5 Dated: November 21, 2022

McPHERSON LLP
Edwin F. McPherson
Pierre B. Pine

7
8 By: 

EDWIN F. MCPHERSON
Attorneys for Plaintiff
ONETASTE INCORPORATED