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

10 **PIERCE BAINBRIDGE BECK**  
**PRICE & HECHT LLP**, a  
limited liability partnership,

11 Plaintiff,

12 v.

13 **DONALD LEWIS**, an  
14 individual,

15 Defendant.

Case No.

**COMPLAINT FOR:**

- 1. **CIVIL EXTORTION**
- 2. **DEFAMATION**
- 3. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
- 4. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
- 5. **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

**DEMAND FOR JURY TRIAL**

Assigned for all purposes to the

Hon.:

Dept:



1 dishonest business practices, some of which, if true, would amount to criminal  
2 activity. These defamatory allegations are wholly false and completely irrelevant to  
3 the wrongful termination and breach of contract claims asserted in the Defamatory  
4 Complaint.

5         5.       The Defamatory Complaint further reveals sensitive and confidential  
6 information about Plaintiff's clients and the Firm's finances and procedures that  
7 would impact the Firm's business and clients' ongoing cases if publicly disclosed and  
8 severely harm certain of the Firm's contracts and business relationships. Like the  
9 defamatory statements, none of the confidential information included in the  
10 Defamatory Complaint serves any purpose relevant to the litigation.

11         6.       Defendant circulated the draft Defamatory Complaint to numerous  
12 individuals associated with the Firm in an effort to harm the Firm's reputation,  
13 interfere with the Firm's business, and bolster his threats against the Firm.  
14 Defendant repeatedly threatened and continues to threaten to further defame the  
15 Firm by filing the Defamatory Complaint and otherwise spreading his lies to the  
16 greater legal community, the media and various government agencies. Defendant  
17 even admitted to one partner at the Firm that he intends to "ruin" the Firm unless  
18 he is paid millions of dollars. Defendant told this partner that he would include  
19 even more sensational manufactured statements prior to filing if Plaintiff does not  
20 give in to his demands.

21         7.       The threatened complaint and Defendant's defamatory statements  
22 made outside of the context of litigation generally include frivolous, disingenuous,  
23 self-serving, and sensationalized allegations about the Firm that Defendant intends  
24 to use to create a public spectacle. Defendant's threats constitute blatant attempts  
25 to interfere with Plaintiff's contracts and business and extort and coerce Plaintiff  
26 and its partners to "settle" to avoid irreparable harm to the Firm in its early stage  
27 of development. Given the confidential and sensitive information Defendant  
28 threatens to reveal, as well as the entirely speculative and false allegations of

1 widespread unethical and illegal conduct by the Firm and its partners, much of  
2 which is explicitly alleged in the complaint as rooted in no personal knowledge  
3 whatsoever and peppered with colorful and outrageous language, the public filing of  
4 Defendant's Defamatory Complaint or the spreading of Defendant's lies in the  
5 media will result in irreparable harm to Plaintiff, for which Plaintiff is entitled to  
6 damages, but which cannot be remedied at law.

7 **THE PARTIES**

8 8. Plaintiff Pierce Bainbridge Beck Price & Hecht LLP is a California-  
9 based law firm that was founded in 2017. Pierce Bainbridge has grown rapidly  
10 since inception and now also has offices in New York, NY, Boston, MA, Washington,  
11 D.C., and Cleveland, OH and practices nationwide.

12 9. Defendant Donald Lewis is a resident of New York, NY. Defendant is a  
13 former partner of Pierce Bainbridge. As will be discussed below, the Firm  
14 terminated him on November 12, 2018 after he sought to obstruct an internal  
15 investigation following a complaint of alleged sexual assault and harassment filed  
16 against him by an employee of the Firm.

17 **JURISDICTION AND VENUE**

18 10. Jurisdiction is proper in the Superior Court of the State of California  
19 for the County of Los Angeles because it has general subject matter jurisdiction and  
20 no statutory exceptions to jurisdiction exist.

21 11. This Court has personal jurisdiction over Defendant, and the claims  
22 stated herein, because Defendant acted with the intent to cause effects and injuries  
23 within the State to a resident of Los Angeles County, California, placing his  
24 unlawful conduct within the jurisdictional boundaries of this Court pursuant to  
25 section 410.10 of the California Code of Civil Procedure.

26 12. Under California Code of Civil Procedure Section 395, venue in this  
27 Court is proper because Defendant does not reside in California and Plaintiff  
28 resides in Los Angeles County, California. Furthermore, venue is proper because

1 the injury complained about herein occurred and/or was otherwise sustained in Los  
2 Angeles County, California.

3 **FACTUAL BACKGROUND**

4 13. On or about June 15, 2018, Defendant began working at Pierce  
5 Bainbridge as a partner. Defendant had previously worked in another law firm as a  
6 litigation associate. He was also tangentially known to the Firm's Global Managing  
7 Partner because they were alumni of the same Harvard Law School Class.

8 14. Defendant came to the Firm with much fanfare, but immediately  
9 became a corrosive presence. He sowed discord by speaking ill of his colleagues and  
10 attempted to undermine their relationships.

11 15. During his tenure at the Firm, Defendant participated in efforts to  
12 engage litigation funders and develop contractual and business relationships  
13 between the Firm and those funders. In that role, he regularly worked with  
14 partners in the Los Angeles and Washington, D.C. offices. Upon information and  
15 belief, during his time at the Firm, Defendant never complained or expressed  
16 concern about the Firm's use of litigation funders or the Firm's business operations  
17 or finances.

18 **A. Employee Reports Sexual Assault and Retaliation by Defendant**

19 16. On or about October 4, 2018, as the Firm continued to grow, a Firm  
20 committee appointed Defendant to be assigning partner. As part of this position,  
21 Defendant was responsible for organizing case assignments for the Firm's  
22 associates and managing the Firm's administrative staff.

23 17. On this same date, a legal assistant at the Firm (the "Employee"),  
24 reported to the Firm's General Counsel and the Firm's managing paralegal that  
25 Defendant had engaged in a lewd sexual act in the office, sexually assaulted her,  
26 and then threatened to retaliate against her if she reported the incident.

27 18. Specifically, the Employee alleged that on July 7, 2018, she witnessed  
28 Defendant masturbating in one of the glass-enclosed offices at the Firm's New York

1 office. When Defendant saw the Employee, he walked over to her with his pants  
2 open and his penis engorged and grabbed her breasts while continuing to  
3 masturbate. The Employee reported that she told Defendant to stop, but he did not.  
4 She pulled away from him and barricaded herself in a nearby bathroom until he left  
5 the office.

6 19. After the assault, the Employee reported that Defendant threatened to  
7 use his seniority and relationship with the Firm's Managing Partner to undermine  
8 the Employee's job security if she told anyone about the incident.

9 20. The Employee further reported that on July 20, 2018, she and  
10 Defendant were engaged in a text message exchange regarding the delivery of  
11 baseball tickets to Defendant's personal residence. Allegedly during the text  
12 message exchange, Defendant invited the Employee come inside his personal  
13 residence to take in the view from the rooftop of his apartment building. The  
14 Employee declined and instead asked Defendant to come outside his apartment  
15 building to pick up the tickets.

16 21. Based on Defendant's retaliatory comments, the Employee explained  
17 that she waited three months to report Defendant's conduct because she feared he  
18 would have her terminated. However, the Employee stated that when she learned  
19 Defendant was appointed to become her direct supervisor, she believed she had no  
20 choice but to report the July 7th incident to Firm management or suffer silently.

21 22. In response to the Employee's report, the Firm immediately placed  
22 Defendant on administrative leave. The Firm retained the law firm of Putney,  
23 Twombly, Hall and Hirson LLP ("Outside Counsel") to investigate the allegations.  
24 One of the conditions of administrative leave was that Defendant was not permitted  
25 to contact any member of the Firm, access the Firm's offices, or access the Firm's  
26 email, communications platform, or files.

27 23. On November 12, 2018, Defendant violated the terms of his  
28 administrative leave by sending multiple Pierce Bainbridge partners an email with

1 a letter disparaging and defaming certain of the Firm’s partners and the Firm’s  
2 business practices.

3 24. In the letter, Defendant also divulged personal information about the  
4 Employee. The letter stated that the Employee changed her name and Defendant  
5 provided the partners with the Employee’s former name, which was not information  
6 the Employee discloses publicly.

7 25. The Employee changed her name due to severe domestic abuse she  
8 suffered in a prior unlicensed arranged marriage. In addition to changing her name,  
9 the Employee severed ties to her family, her abuser, and her abuser’s family to  
10 protect her safety. Revealing the Employee’s former name in a mass email exposed  
11 the Employee to a significant risk of physical and psychological harm.

12 26. The Firm immediately terminated Defendant because he violated the  
13 terms of his administrative leave, defamed and disparaged the Firm and certain  
14 partners, and revealed sensitive information about the Employee.

15 27. On November 30, 2018, Outside Counsel concluded their investigation  
16 into the Employee’s allegations. Outside Counsel’s report described the Employee’s  
17 allegations as “credible” and found that Defendant’s conduct constituted retaliation  
18 against the Employee and two of the Firm’s partners.

19 **B. Defendant Defames Plaintiff and Attempts to Extort Money from**  
20 **Plaintiff by Threatening to File a Frivolous Defamatory Lawsuit**

21 28. Since being terminated, Defendant has continued to disparage and  
22 defame Plaintiff. He has also extorted Plaintiff by using the threat of negative  
23 publicity from a frivolous lawsuit filled with defamatory statements that are  
24 entirely unrelated to the underlying reasons for his termination to force the Firm  
25 pay him money.

26 29. On March 26, 2019, Defendant’s attorney, Neal Brickman, emailed  
27 Plaintiff the draft Defamatory Complaint, consisting of a 113-page frivolous and  
28 disparaging complaint with exhibits and alleging 19 causes of action. In addition to

1 numerous false and disparaging statements about the Firm and its partnership, the  
2 Defamatory Complaint includes confidential client and business information as well  
3 as sensitive information about the Employee. Most of the information in the  
4 Defamatory Complaint does nothing to achieve the ostensible object of the litigation  
5 and is solely included to extort Plaintiff into providing Defendant millions of dollars  
6 to avoid the destruction of its business and contractual relationships.

7         30. Defendant sent the threatening draft Defamatory Complaint via email  
8 to some of the Firm's partners, an individual who does not work for the Firm, and  
9 the Firm's prior counsel, though it contains sensitive and confidential client and  
10 business information about the Firm, defames other partners and employees based  
11 on no personal knowledge and no investigation as to the truth of the statements,  
12 and reveals sensitive and identifying information about the Employee. Defendant's  
13 counsel stated that he intended to publish the confidential information and  
14 defamatory statements further and would "move forward with the immediate filing"  
15 of the Defamatory Complaint if Defendant did not receive "respect." The email  
16 further stated that that it would be "beneficial to everyone" to resolve the matter  
17 without litigating the "salacious and embarrassing claims" contained therein.

18         31. Among the many irrelevant and untrue allegations, the Defamatory  
19 Complaint currently makes the following outrageous claims:

- 20             a) The Firm is engaging in widespread illegal financial misconduct and  
21                 criminal or unethical conduct, including lies, ethical rule violations,  
22                 breaches of fiduciary duties, doctoring of evidence, making extortionist  
23                 threats, and legal malpractice;
- 24             b) One of the Firm's partners struggles with substance abuse;
- 25             c) One of the Firm's partners has an undisclosed criminal history;
- 26             d) One of the partner's employees is mentally unstable;
- 27             e) Certain of the Firm's partners engaged in criminal conduct;
- 28             f) Certain of the Firm's partners engaged in unethical conduct; and



1           g) One of the Firm’s partners is in a “dire” financial situation due to,  
2           among other things, alimony payments.

3 These allegations have no bearing on Defendant’s causes of action for his wrongful  
4 termination and are included to give the impression that the Firm is mismanaged  
5 and reduce the public’s and client’s confidence in the Firm. Given the competitive  
6 legal market, the unfounded allegations could undermine the Firm’s ability to  
7 retain existing clients or acquire new clients.

8           32. The Defamatory Complaint further makes numerous false assertions  
9 about the Firm’s litigation funding relationships. These allegations are fabricated  
10 and intended to harm Plaintiff’s business and financing relationships with litigation  
11 funders. Defendant is personally familiar with the nature of the Firm’s  
12 relationships with funders and has concocted a fictitious narrative to destroy these  
13 relationships. Defendant’s false narrative expressly contradicts his own actions and  
14 statements he made while working for the Firm and overseeing the litigation  
15 funding process.

16           33. The Defamatory Complaint also reveals sensitive and confidential  
17 client and business information throughout. This includes, among other things,  
18 information about the Firm’s finances, internal management structure and  
19 organization, potential claims in a client’s lawsuit, and the monetary value of  
20 certain client actions.

21           34. Again, in an effort to target Plaintiff’s funding contracts specifically,  
22 Defendant includes numerous confidential details about Plaintiff’s litigation  
23 financing arrangements in his draft complaint. This information includes the “non-  
24 recourse” nature of the loans Pierce Bainbridge receives from litigation funders,  
25 lists the names of the litigation funders and the Firm’s views of their willingness to  
26 participate in the Firm’s cases, provides valuations of certain litigation funding  
27 deals and the contingency cases relied upon as collateral for financing, and  
28 mischaracterizes the Firm’s relationship and transparency with said funders.

1           35.     Moreover, the Defamatory Complaint describes strategy, valuation,  
2 and methods related to specific Firm clients. Defendant learned this confidential  
3 client information in his role as an attorney at the Firm. Due to the Firm’s one-  
4 tiered structure, partners have knowledge of facts regarding all non-screened  
5 matters, particularly regarding the larger contingency matters. The release of  
6 these impressions and statements would have a negative impact on these cases.  
7 Further, they appear to be either improperly based upon confidential information  
8 received while working at Pierce Bainbridge or based upon no personal knowledge  
9 whatsoever.

10           36.     The Defamatory Complaint was sent to Plaintiff in a purported  
11 “settlement” attempt “to avoid the spectacle of a public litigation of these claims”  
12 which Defendant’s counsel described as “salacious and embarrassing.”

13           37.     Far from a benign attempt at settlement, this overture to the Firm  
14 appears to be in furtherance of a scheme to either destroy the Firm or extort large,  
15 disproportionate sums of money from the Firm and its partners. Defendant  
16 purports to seek \$15 million in compensatory damages and \$50 million of punitive  
17 damages notwithstanding that Defendant had only been associated with the Firm  
18 for approximately four months and made virtually no meaningful contribution to  
19 the Firm’s development. These figures grossly exceed Defendant’s annual  
20 compensation or contribution to the Firm.

21           **C. Defendant Expressly Threatens to Destroy Plaintiff’s Business**  
22           **Relationships, Expose Plaintiff to a Government Investigation, and**  
23           **Defame Plaintiff in the Press**

24           38.     Although Plaintiff has made every effort to resolve the underlying  
25 employment-related dispute to which the Defamatory Complaint is purportedly and  
26 tangentially related, on or about April 24, 2019, Defendant again defamed Plaintiff  
27 and threatened one of Plaintiff’s partners despite the ongoing negotiations between  
28 his and Plaintiff’s counsel. At this time, Defendant made clear that he plans to

1 spread more false and disparaging statements about Plaintiff, whether in the  
2 context of filing a complaint or through the media, in an effort to destroy Plaintiff's  
3 relationships with its own partners, clients and litigation funders until the Firm is  
4 decimated.

5 39. On or about April 24, 2019, Defendant approached one of the Firm's  
6 partners (the "Partner") after a hockey game—both the Partner and Defendant play  
7 socially on the same team though Defendant had not attended any games since he  
8 was fired. Although the Partner expressed that he did not want to discuss the  
9 Defamatory Complaint or the Firm with Defendant, Defendant followed the Partner  
10 down a street for approximately 45 minutes insisting the Partner speak to him.

11 40. During this conversation, Defendant informed the Partner that if the  
12 Firm did not make a "real offer" of at least \$3.5 million he would file the lawsuit  
13 and that it would be "worse" than the draft complaint he sent to the Firm.  
14 Defendant stated the draft complaint was "watered-down" compared to any  
15 complaint he would file. Defendant then made numerous defamatory statements to  
16 the Partner regarding the Firm and other partners at the Firm that are not yet  
17 included in the version of the Defamatory Complaint initially sent to the Firm.  
18 Defendant further threatened to release "pictures" he has of the Firm's Managing  
19 Partner.

20 41. Defendant also told the Partner multiple defamatory statements that  
21 are included in the current Defamatory Complaint regarding the Firm's litigation  
22 funding and accused the Firm of engaging in deceptive, fraudulent, and illegal  
23 business practices.

24 42. When the Partner directly asked Defendant how the defamatory  
25 statements or pictures of the Firm's managing partner relate to his employment  
26 claims against the Firm, Defendant was unable to provide a coherent explanation.

27 43. Defendant further told the Partner that he did not just plan to file a  
28 lawsuit. Rather, Defendant stated that he would share his defamatory statements

1 with everyone he knows, including every alumni of his Harvard law school class, the  
2 media and government organizations. Defendant even acknowledged that he plans  
3 to *ruin the Firm* if he does not receive millions of dollars. Defendant further  
4 commented that he would “lose weight” and “go on Oprah” to ensure his story  
5 received publicity.

6 44. In addition to his general threats against the Firm, Defendant  
7 specifically listed a litigation funder that has previously contracted with Pierce  
8 Bainbridge and alluded to the funder being engaged in a fraudulent scheme, which  
9 Defendant could not disclose. Upon information and belief, this is another strategy  
10 Defendant intends to use to destroy Plaintiff’s contractual relations and ensure the  
11 Firm goes out of business.

12 45. Moreover, Defendant stated that his reports would lead to  
13 investigations of the Firm by the FTC and other government agencies.

14 46. Just three weeks after that encounter, Defendant took the affirmative  
15 threatened step of filing the Defamatory Complaint publicly.

16 **FIRST CAUSE OF ACTION**

17 **(CIVIL EXTORTION)**

18 **(By Plaintiff against Defendant DONALD LEWIS)**

19 47. Plaintiff repeats, realleges and incorporates by reference herein each  
20 and every allegation contained in Paragraphs 1 through 46, above.

21 48. Defendant, with intent to extort money from Plaintiff, sent multiple  
22 emails to Plaintiff and other writings expressing and implying threats (1) to  
23 unlawfully injury Plaintiff and Plaintiff’s property; (2) to accuse Plaintiff of crimes;  
24 and (3) to expose, or to impute to Plaintiff, disgrace and alleged crimes; and (4) to  
25 expose confidential information and business secrets affecting Plaintiff.

26 49. Defendant further made verbal threats to certain of Plaintiff’s partners  
27 to extort money from the Firm, threatening to add ever-more salacious assertions of  
28 criminal activity, financial impropriety, and personal embarrassment to the

1 complaint he would file and make reports to the press and the government.

2 50. Defendant made the threats described above to extort money from  
3 Plaintiff, *i.e.* to obtain money from Plaintiff with his consent, induced by wrongful  
4 use of fear.

5 51. Defendant sought to extort a sum of \$65 million on multiple occasions  
6 and \$3.5 million on one occasion.

7 52. Defendant made specific threats in order to wrongfully generate fear in  
8 Plaintiff, including but not limited to threats:

- 9 a) to accuse Plaintiff of unethical and criminal conduct and cause a  
10 government investigation into Plaintiff;
- 11 b) to reveal Plaintiff's confidential business and proprietary information  
12 publicly;
- 13 c) to defame and disparage Plaintiff and its partners;
- 14 d) to expose and humiliate Plaintiff and its partners through false and/or  
15 secret personal information about Plaintiff's partners; and
- 16 e) to destroy Plaintiff's business and contractual relationships and ruin  
17 the Firm.

18 53. The extortion was the direct and proximate cause of harm to Plaintiff,  
19 including damaging its reputation amongst those who have viewed the current  
20 allegations and requiring Plaintiff to expend money and time in order to respond to  
21 Defendant's threats.

22 54. The extortion is wrongful in itself, regardless of whether Defendant  
23 received money from such attempts.

24 55. The foregoing acts of Defendant were not valid activities undertaken in  
25 furtherance of the right of freedom of speech, or protected by any privilege, and they  
26 are not entitled to constitutional protection as a matter of law.

27 56. Plaintiff has been harmed and will be irreparably harmed as a direct  
28 and proximate result of Defendant's actions if he is able to further carry out his



1 Quoting these particular statements in more detail herein would further damage  
2 Plaintiff. These statements impugn the Firm's and its partners' business and  
3 fitness for the legal profession.

4 61. On May 15, 2019, Defendant further published these defamatory  
5 statements publicly by filing them online as an action in the Supreme Court of the  
6 State of New York, County of New York.

7 62. The false and unprivileged statements were published or caused to be  
8 published by Defendant in written form to various third parties, including but not  
9 limited to certain of Plaintiff's partners, an individual who is not an employee of the  
10 Firm, and a former employee of the Firm, who each understood the statements to be  
11 about Pierce Bainbridge as the statements were made of, concerning and  
12 mentioning Pierce Bainbridge expressly. Defendant has also published these  
13 statements orally to one of the Firm's partners, and upon information and belief, to  
14 other non-Firm persons.

15 63. The statements are entirely false, unprivileged and defamatory  
16 because they have exposed and would continue to expose Plaintiff to hatred,  
17 contempt, ridicule or obloquy and have injured and will continue to injure the Firm  
18 in its occupation.

19 64. The defamatory statements included in the Defamatory Complaint are  
20 unrelated to the causes of action asserted therein and were maliciously made to  
21 defame and extort Plaintiff, not to achieve the object of the litigation.

22 65. The defamatory statements at issue injure the Firm in its business or  
23 trade by impugning the basic integrity of the business through statements which  
24 cast aspersions on the Firm and its partners' honesty.

25 66. The defamatory statements further accuse the Firm and its partners of  
26 criminal conduct.

27 67. Defendant knew the statements were false or made the statements  
28 with wanton disregard for the truth or falsity of the statements.





1 and funders in a public filing or in public statements, as Defendant has done and  
2 intends to do.

3 74. By making the above-described misrepresentations, defamatory  
4 statements, and threats, all of which were without privilege or justification,  
5 Defendant unreasonably intended and still intends to interfere with the Firm's  
6 business relationships and contracts, and/or to induce third-parties to breach their  
7 contractual relationships with the Firm.

8 75. The acts, statements and threats of Defendant directly caused and/or  
9 will directly cause the disruption of the contractual relationships between Plaintiff  
10 and third parties. Such acts were unprivileged and malicious.

11 76. Plaintiff has been harmed and will be irreparably harmed as a result  
12 of Defendant's actions if he is able to further carry out his threatened interference  
13 with Plaintiff's contractual relationships. Defendant has already taken an  
14 affirmative public step toward carrying out his threats by filing his Defamatory  
15 Complaint publicly.

16 77. As a direct and proximate result of the intentional acts described  
17 hereinabove, Plaintiff has been and will be damaged in an amount to be proven at  
18 trial.

19 **FOURTH CAUSE OF ACTION**

20 **(INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**  
21 **ADVANTAGE)**

22 **(By Plaintiff against Defendant DONALD LEWIS)**

23 78. Plaintiff repeats, realleges and incorporates by reference herein each  
24 and every allegation contained in Paragraphs 1 through 77, above.

25 79. At the time when Defendant made the statements complained of  
26 herein, Defendant was aware that Plaintiff was generally engaged in a client  
27 services business and engaged litigation funders to raise financing for litigation.

28 80. Plaintiff reasonably anticipated and continues to anticipate that it will

1 continue its relationships with clients and litigation funders, and there is a  
2 reasonable probability of future economic benefit thereunder. Defendant knows of  
3 such reasonable expectations and intended and still intends to disrupt these  
4 relationships.

5       81. The Firm's relationships and prospective relationships with clients are  
6 subject to attorney-client privilege. Further, Plaintiff's agreements with its funders  
7 expressly prohibit disclosure of any confidential information by Firm employees  
8 related to the financial arrangements between the Firm and the funders. This also  
9 applies to agreements entered into for the purpose of discussing future funding  
10 relationships. Further, disclosure interferes with relationships with clients and  
11 funders who would no longer trust the Firm's ability to maintain confidentiality  
12 over privileged information. The Firm cannot risk these relationships to further  
13 name its clients and funders in a public filing or in public statements, as Defendant  
14 has done and intends to do.

15       82. By making the above-described misrepresentations, defamatory  
16 statements and threats, all of which were without privilege or justification,  
17 Defendant intended and still intends to unreasonably interfere with Plaintiff's  
18 above-described business relationships and prospective economic benefit.  
19 Defendant's intentionally tortious actions constitute independent wrongful conduct  
20 beyond the interference itself.

21       83. The acts, statements and threats of Defendant directly caused and/or  
22 will directly cause the disruption of business relationships between Plaintiff and  
23 third parties. Such acts were unprivileged and malicious.

24       84. Plaintiff has been harmed and will be irreparably harmed as result of  
25 Defendant's actions if he is able to further carry out his threatened interference  
26 with Plaintiff's business relationships. Defendant has already taken an affirmative  
27 public step toward carrying out his threats by filing his Defamatory Complaint  
28 publicly.



1 has done and intends to do.

2 90. By making the above-described misrepresentations, defamatory  
3 statements, and threats, all of which were without privilege or justification,  
4 Defendant negligently and unreasonably interfered with Plaintiff's above-described  
5 business relationships and prospective economic benefit. Defendant's actions  
6 constitute independent wrongful conduct beyond the interference itself.

7 91. The acts, statements and threats of Defendant directly caused and/or  
8 will directly cause the disruption of business relationships between Plaintiff and  
9 third parties. Such acts were unprivileged and malicious.

10 92. Plaintiff has been harmed and will be irreparably harmed as a result  
11 of Defendant's actions if he is able to further carry out his threatened interference  
12 with Plaintiff's business relationships. Defendant has already taken an affirmative  
13 public step toward carrying out his threats by filing his Defamatory Complaint  
14 publicly.

15 93. As a direct and proximate result of the acts described hereinabove,  
16 Plaintiff has been and will be damaged in an amount to be proven at trial.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff PIERCE BAINBRIDGE BECK PRICE & HECHT  
19 LLP prays for judgment against Defendant DONALD LEWIS as follows:

- 20 1. For injunctive relief against Defendant barring him from engaging in the  
21 conduct described herein or similar conduct in the future;
- 22 2. For general, special, and consequential damages according to proof;
- 23 3. For exemplary and punitive damages in an amount to be determined by  
24 the Court according to proof;
- 25 4. For an award of costs of suit and reasonable attorney's fees herein  
26 incurred; and
- 27 5. For any and all other relief the Court deems just and proper.


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1 Dated: May 15, 2019

Respectfully submitted,

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**Pierce Bainbridge Beck Price & Hecht  
LLP**

By:   
Denver G. Edwards

*Attorneys for Plaintiff Pierce Bainbridge  
Beck Price & Hecht LLP*

**JURY TRIAL DEMAND**

1 Plaintiff PIERCE BAINBRIDGE BECK PRICE & HECHT LLP hereby  
2 demands a trial by jury in the above-entitled action.  
3

4 Dated: May 15, 2019

Respectfully submitted,

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6 **Pierce Bainbridge Beck Price & Hecht  
LLP**

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8  
9 By:   
Denver G. Edwards

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11 *Attorneys for Plaintiff Pierce Bainbridge  
Beck Price & Hecht LLP*