

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X
FRANCISCO CORTES,

Plaintiff

Case Number:

v.

TWENTY-FIRST CENTURY
FOX AMERICA, INC.,

John Doe, Jane Doe

Defendants

-----X

COMPLAINT
JURY TRIAL DEMANDED

PLAINTIFF FRANCISCO CORTES, by and through his undersigned attorneys The Law Office of J.A. Sanchez-Dorta, P.C., hereby alleges as follows, with all allegations made upon information and belief:

PRELIMINARY STATEMENT

1. Plaintiff Francisco Cortes (“Mr. Cortes”), a former employee of Twenty-First Century FOX America, brings this action against Defendants FOX, John Doe and Jane Doe (collectively, the “Defendants”) for Fraud, Conspiracy to Commit Fraud, Breach of Contract, Intentional Interference with Contractual Relations, Defamation Per Se, Libel Per Se, and Slander Per Se.

PARTIES

2. Plaintiff Mr. Cortes (“Mr. Cortes”) is a natural person, domiciled in New Jersey.

3. Defendant Twenty-First Century FOX America, Inc. (“FOX”) is a Delaware corporation, domiciled in New York.

VENUE AND JURISDICTION

4. This Court has subject matter jurisdiction over this action pursuant to diversity of citizen jurisdiction under 28 U.S.C. § 1332. For purposes of diversity of citizenship jurisdiction, Mr. Cortes is a New Jersey citizen, the amount in controversy well exceeds the statutory limit, exclusive of interest and costs, and FOX is a New York Citizen. This Court has subject matter jurisdiction over the state law claims pursuant to 28 U.S.C. § 1337.
5. Venue in this Court is proper under 28 U.S.C. § 1339 (b) because a substantial part of the events or omissions giving rise to the claims occurred in this Judicial District and/or because FOX’ business is predominately located in this Judicial District.

FACTUAL BACKGROUND

SUMMARY OF FACTUAL BACKGROUND

6. Mr. Cortes brings this Complaint for Fraud, Conspiracy to Commit Fraud, Breach of Contract, Intentional Interference with Contractual Relations, Defamation Per Se, Libel Per Se, and Slander Per Se based upon the following allegations.
7. In February of 2017, FOX, Tamara Holder, Mr. Cortes, and *two other* presently (to Mr. Cortes, but not to the Defendants) UNKNOWN PERSONS (hereinafter, the “UNKNOWN PERSONS”) signed The Tamara Holder and TWO UNKNOWN PERSONS Agreement (hereinafter, “The Tamara Holder and TWO UNKNOWN PERSONS Agreement”). Mr. Cortes signed The Tamara Holder

and TWO UNKNOWN PERSONS Agreement (only presented to him in a redacted form, eliminating the identity of the UNKNOWN PERSONS, which he via his attorney was led to believe by attorneys for FOX, Paul Weiss [falsely, in an intentional effort to mislead him] was done solely to protect and shelter from his knowledge the UNKNOWN PERSONS' identity) because it, in exchange for Mr. Cortes agreeing not to disparage FOX and Tamara Holder, obligated Tamara Holder and FOX not to disparage him regarding allegations (which Mr. Cortes vehemently denies the truth of, and will provide evidence as to the falsity of the allegations, and as to the fact that the relationship between Mr. Cortes and Tamara Holder was consensual, at trial on this Complaint, which evidence will include emails, text messages, with photos, and other supporting documentation), made against him by Tamara Holder in a complaint submitted by her attorney, Lisa Bloom, to FOX attorneys, Paul Weiss.

8. Nevertheless, a mere two weeks later, Tamara Holder and FOX delivered a previously planned and carefully negotiated joint statement to the New York Times regarding the allegations, in violation of their obligations under The Tamara Holder and TWO UNKNOWN PERSONS Agreement, destroying Mr. Cortes' reputation, irreparably damaging his career opportunities, and intentionally and/or with reckless disregard hurting his family. They did this knowing that Mr. Cortes would, due to his own contractual obligations pursuant to The Tamara Holder and TWO UNKNOWN PERSONS Agreement, be forced to either violate those obligations, inviting litigation (which the Defendants, given FOX' and the Murdochs' wealth, and Tamara Holder's recently awarded \$2.5

Million pursuant to The Tamara Holder and TWO UNKNOWN PERSONS Agreement, were far better financially equipped to handle than the unemployed Mr. Cortes), or remain silent before a national/international press onslaught against him regarding the allegations, which he vehemently denies, but could not then deny via the press because his hands had been tied by The Tamara Holder and TWO UNKNOWN PERSONS Agreement, his signature on which had been secured via intentional misrepresentations made by FOX and their attorneys, Paul Weiss, in conspiracy with Tamara Holder.

9. FOX and their attorneys, Paul Weiss, and Tamara Holder intentionally misrepresented their intentions regarding their desire to comply with their contractual obligations pursuant to The Tamara Holder and TWO UNKNOWN PERSONS Agreement, thus deceiving Mr. Cortes into signing The Tamara Holder and TWO UNKNOWN PERSONS Agreement, which he had signed, in its redacted form (eliminating the identity of the UNKNOWN PERSONS), because doing so would have protected him against anything other than an intentional breach by FOX and Tamara Holder of the contractual obligations set forth in The Tamara Holder and TWO UNKNOWN PERSONS Agreement, and because he hoped, ultimately, in vain, that doing so would have allowed him to put the damaging matter of Tamara Holders' false allegations behind him, sheltering his reputation, career opportunities, and, most importantly, his family from the damage that would inevitably be incurred from a vigorous fight against the well-healed and influential Defendants to defend himself against Tamara Holder's false allegations.

10. Mr. Cortes has, thus, served as a useful “scapegoat” (“Patsy”) for FOX to help it demonstrate that it aggressively handles sexual harassment complaints, as part of a carefully orchestrated plan to permit the Murdochs to eliminate concerns in the U.K. regarding their \$15.2 Billion acquisition of Sky in the U.K., and to protect the identity and shelter the reputations of *the two UNKNOWN PERSONS* who, it must be assumed, were, unlike Mr. Cortes, not Latino, and not financially insignificant to FOX.
11. The persons whose names were redacted from the version of The Tamara Holder and UNKNOWN PERSONS Agreement provided to Mr. Cortes, interestingly enough, were not cited by Ms. Holder or FOX in their statements released in the March 8th New York Times Article.¹
12. This calls into question the sincerity and veracity of the joint statement by Ms. Holder and FOX, as well as the March 8th New York Times Article delivering that joint statement to the international news media, which article painted FOX in a positive light regardless of the documentation provided to the reporter.
13. Regardless, the efforts to hide the identity of the UNKNOWN PERSONS accused by Tamara Holder are not based upon considerations of privacy or respect for contractual law (as the Defendants demonstrated no respect for the same regarding Mr. Cortes). Whoever these persons are, these UNKNOWN PERSONS were intentionally protected, for some reason, and Mr. Cortes will not know what reason that is until disclosure reveals the identity of the UNKNOWN PERSONS and, at that time, Mr. Cortes will move to amend the Complaint, perhaps to

¹ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html>

include the cause of action of racial discrimination if those persons are not Hispanic, among other potential causes of action.

14. All of the above was done as part of an intentional and well orchestrated plan in collaboration with others, including, without limitation, a reporter from the New York Times, Emily Steele, who has previously been employed with the Wall Street Journal (she identifies herself as a “WSJ Alum”), a News Corporation entity, which is owned by the Murdochs, who also own FOX. This New York Times reporter, Emily Steele, was provided in advance the joint statement by FOX and Tamara Holder, and given an “exclusive” on the story of Tamara Holder’s allegations, permitting her to “break” the story in a fashion acceptable to FOX and the Murdochs via the March 8th New York Times Article (as defined below).

15. Moreover, Mr. Cortes has served as a useful “scapegoat” to Tamara Holder, who has since the March 8th New York Times Article gone to extreme lengths (attacking her attorneys and agents, alleging misconduct by them and/or a betrayal of victims of sexual harassment) to cynically paint herself as the “Poster Child” for bravery against sexual harassment, although *she has protected the identity, thus, sheltering their reputations from the taint of a sexual harassment scandal, of not one, but two people* other than Mr. Cortes who have signed The Tamara Holder and UNKNOWN PERSONS Agreement regarding her allegations of sexual harassment. These two UNKNOWN PERSONS, it must be assumed, were, unlike Mr. Cortes, not Latino, not financially insignificant to FOX, and not without some utility to Tamara Holder’s career if she would only agree to

continue to protect them and shield their reputations from the damage necessarily incurred by accusations of sexual harassment.

16. This was done as part of an intentional plan in collaboration with others, including a former employee of the Wall Street Journal (“WSJ Alum”), a reporter from the New York Times, Emily Steele, who has been collaborating with Tamara Holder since July of 2016, for an article which was only submitted (“breaking” the story of Tamara Holder’s false allegations against Mr. Cortes) on March 8th, 2017, entitled “FOX Is Said to Settle With Former Contributor Over Sexual Assault Claims” (hereinafter, the “March 8th New York Times Article”). Although Emily Steele and Tamara Holder have been working together since July of 2016, and Ms. Steele was provided in advance, and to the exclusion of all other reporters, both a copy of the joint statement by Tamara Holder and FOX (which had to have been carefully planned, negotiated over, and drafted by FOX, their attorneys’ Paul Weiss, Tamara Holder, and her attorney, Lisa Bloom, some time in advance), and emails from Ms. Tamara Holder (which were, of necessity, carefully planned, negotiated over, and drafted by FOX, their attorneys, Paul Weiss, Tamara Holder, and her attorney, Lisa Bloom, well in advance), Mr. Cortes and his attorney were only contacted for their comment on the morning of March 8th, 2017, in an intentional effort to “blind-side” and “outflank” them.
17. As Emily Steele was forced to “go to press” without Mr. Cortes and his attorney’s comment, who failed to fall for the ruse of FOX attorneys, Paul Weiss, to convince them to make an unprepared and unadvisable statement to Emily Steele and the New York Times, which would have placed Mr. Cortes equally in

violation of his contractual obligations with FOX and Tamara Holder, there were necessarily, two versions of the March 8th New York Times Article, that is, the one without his or his attorney's comment, and a later version, after the breach by Tamara Holder and FOX' breach of their contractual obligations with Mr. Cortes, in which Mr. Cortes states simply that his client is "considering his legal options".

18. Since the second version of the March 8th New York Times Article replaced the first version on both the internet and the printed New York Times, Mr. Cortes' attorney requested from Emily Steele, for the sake of demonstrating FOX and Tamara Holder's breach of their contractual obligations, the first version of the March 8th New York Times Article and, although Ms. Steele agreed she would provide him with a copy of the first version, she merely provided him a copy of the second version of the March 8th New York Times Article, thus, assisting FOX and Tamara Holder in their efforts to avoid their liability for their violation of their contractual obligations to Mr. Cortes. Fortunately, however, Mr. Cortes' attorney was able to secure, through alternative means, a copy of the first version of the March 8th New York Times Article, which may be compared to the second, presently existing version of March 8th New York Times Article, which comparison will be utilized to demonstrate that FOX and Tamara Holder intentionally breached their contractual obligations to Mr. Cortes, that the New York Times has treated Mr. Cortes unfairly and in violation of its ethical obligations, and that Mr. Cortes has had no alternative but to defend himself against the acts of the Defendants and their co-conspirators.

ALLEGED FACTS RELATED TO ALL CAUSES OF ACTION

19. On a date previous to January 1, 2017 (date presently unknown to Plaintiff), Tamara Holder, a contributor at FOX, had her attorney Lisa Bloom deliver a complaint to FOX naming Francisco Cortes, and the UNKNOWN PERSONS, suing FOX for sexual harassment.
20. The matter was ultimately resolved (as far as Mr. Cortes and his attorney was led to believe by FOX and its attorneys, Paul Weiss) via the execution of The Tamara Holder and TWO UNKNOWN PERSONS Agreement by and between all the parties (including the UNKNOWN PERSONS) in late February of 2017.
21. The Tamara Holder and TWO UNKNOWN PERSONS Agreement, executed by Tamara Holder, Francisco Cortes, and, upon information and belief, FOX News and the two UNKNOWN PERSONS provided, in part, as follows, agreed to by Tamara Holder:

“I HAVE ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO HAVE THE COMPANY PAY ME THE CONSIDERATION REFERRED TO IN THE AGREEMENT. I FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION VOLUNTARILY ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS I HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES UP TO THE PRESENT, EXCEPT AS PROVIDED IN PARAGRAPH 10.”
22. Mr. Cortes' counsel received assurances from FOX' attorneys Paul Weiss that the exception of Paragraph 10 referred to only requests by governmental authorities for information, that Mr. Cortes was one of the Released Parties as the Cortes Released Parties, and Mr. Cortes signed The Tamara Holder and TWO UNKNOWN PERSONS Agreement based upon those representations, relying upon the same.

23. These assurances were made by telephone, as FOX's counsel at Paul Weiss often insisted on avoiding, as much as possible, stating anything in an email [oral statements are difficult to prove]. Even on the night of the March 8th New York Times Article, as FOX's counsel at Paul Weiss attempted unsuccessfully to convince Mr. Cortes' attorney to make a hastily prepared statement to the press in response to their carefully negotiated and prepared joint statement (which, if such hastily prepared statement had been made at the same time of the joint statement for the first version of the March 8th New York Times Article, would have placed Mr. Cortes in violation of his contractual obligations to the same extent as FOX and Tamara Holder, thus, tying his hands in a future litigation against them [that is, the instant litigation]) they responded to an email from Mr. Cortes' counsel with a telephone call, left a voice mail message for him to call them, and when Mr. Cortes' counsel asked them by email to inform him by email what they wanted, they sent an email in which they insisted on speaking by telephone, refusing to respond by email.

24. It is significant to note, as an aside, that the email by Mr. Cortes' counsel which Fox Counsel at Paul Weiss refused to respond to by email, on the night of March 8th, 2017, a date well prior to the increasingly public accusations of racial discrimination at FOX, stated (in response to the notification that FOX and Tamara Holder were going to violate their obligations pursuant to The Tamara Holder and TWO UNKNOWN PERSONS Agreement):

"Moreover, as I explained to you, it is my view that my client is a young Latino man who was played (scapegoated) both by your client and the accuser, and if your client, and the accuser, want to go there, we can go there too, *eventually*. All the best, Jay" [Italics added]

25. FOX counsel at Paul Weiss, in response to this email, simply left a voice mail message on March 8, 2017, at 7:01 pm, stating, “Hey, Jay, its [Name Redacted, to be provided during the disclosure process], um, I got your email, I want to confirm I have received them, um, I did want to flag one additional point to you, so, if you get this message, you know, please, if you can call [Name Redacted, to be provided during the disclosure process] at [Phone Number redacted] then she can conference me in. Take care, bye.” Apparently, FOX counsel was eager to, once again, make a thinly veiled threat to Mr. Cortes’ severance payments (off the record, of course) to intimidate him against filing suit against them.

26. The Tamara Holder and TWO UNKNOWN PERSONS Agreement further provided that:

“(c) Cortes, on behalf of himself and the Cortes Released Parties, hereby knowingly and voluntarily releases and discharges the Holder Released Parties from any and all Claims whatsoever in law, admiralty or equity, whether now known or unknown, suspected or unsuspected, vested or contingent, accrued or yet to accrue, against the Holder Released Parties which Cortes had, has, or hereafter can, shall or may have up until Effective Date.”

27. The Tamara Holder and TWO UNKNOWN PERSONS Agreement further provides that:

“12. **Non-Disparagement**. Holder agrees not to disparage, malign, or defame any Released Party, or to publish or cause to be published any statements portraying any Released Party in an unfavorable light. The Company, [Name Redacted] and Cortes agree not to disparage, malign or defame Holder, or to publish or cause to be published any statements portraying Holder in an unfavorable light. A statement by a Party that violates this provision subjects that Party to liquidated damages under Paragraph 11 (n) of this Agreement.” [Emphasis Added]

28. It is significant to note that the portion of Paragraph 12 of The Tamara Holder and TWO UNKNOWN PERSONS Agreement has a redacted surname, which,

apparently, is only five to seven letters long, given the length of the blackened space.

29. The unredacted version of The Tamara Holder and TWO UNKNOWN PERSONS Agreement (attached hereto as Exhibit B) also has a signature page with a space for Tamara Holder's signature, Twenty-First Century Fox' signature, Francisco Cortes' signature, and *apparently, two wholly redacted spaces* for the signature of the two UNKNOWN PERSONS.
30. Although the redacted portion of Paragraph 12 of The Tamara Holder and TWO UNKNOWN PERSONS Agreement has space for only one name, and there are two redacted signature spaces on the signature page of The Tamara Holder and TWO UNKNOWN PERSONS Agreement, this inconsistency would be explained by the fact that the redacted version provided to Mr. Cortes of The Tamara Holder and TWO UNKNOWN PERSONS Agreement (attached hereto as Exhibit B) contains several completely redacted paragraphs, suggesting that one of the UNKNOWN PERSONS whose name is redacted from the signature page had an entire portion of The Tamara Holder and TWO UNKNOWN PERSONS Agreement dedicated solely to that UNKNOWN PERSON. This would suggest that this particular UNKNOWN PERSON who FOX and Tamara Holder have, fraudulently and conspiracy with one another (and others, to be named as disclosure proceeds in the instant matter) protected the identity of (shielding that UNKNOWN PERSON's reputation from the taint of a sexual harassment scandal) had a great deal of power and influence at FOX, as well as a group of very

sophisticated attorneys who were able to expertly wield that influence on his behalf.

31. The Tamara Holder and TWO UNKNOWN PERSONS Agreement was signed by Tamara Holder on 2/18/17, and by Francisco Cortes on 2/22/17, to be signed by FOX. The date of its execution by the UNKNOWN PERSONS is presently, to Mr. Cortes, unknown.
32. This document was drafted by FOX's attorneys Paul Weiss, with the input of the attorneys of Tamara Holder and the two UNKNOWN PERSONS (Mr. Cortes and his attorney were not permitted any input and were not even permitted to view a complete unredacted version of The Tamara Holder and TWO UNKNOWN PERSONS Agreement), and Paul Weiss also controlled and handled the separate execution of the same by all parties.
33. Mr. Cortes executed The Tamara Holder and TWO UNKNOWN PERSONS Agreement, forcing him to remain silent against the allegations, which he vehemently denies (and intends to provide evidence as to their falsity, and as to the fact that the relationship between Mr. Cortes and Tamara Holder was consensual at trial on this Complaint, which will include emails, text messages and photos, and other supporting documentation), because The Tamara Holder and TWO UNKNOWN PERSONS Agreement (even given the redacted form provided to him, given the representations of FOX' attorneys Paul Weiss) would, in its non-redacted form (presently in the possession of the Defendants), protect him against anything other than an *intentional breach* of the contractual

obligations set forth in The Tamara Holder and TWO UNKNOWN PERSONS Agreement.

34. Also, it is interesting to note that, apparently, in her efforts to maintain her relevancy, and to cynically paint herself as a victim of sexual harassment, there is no one whose reputation she is not willing to attack – the lawyer who gained her a \$2.5 Million windfall for a false accusation of sexual harassment, and even the agents who in good faith made statements to her in an attempt to protect her career against the onslaught of the, at that time, seemingly invincible FOX and Murdoch, who, as Mr. Cortes has learned, remain highly dangerous and willing to use their power to advance their interests.

35. Moreover, Mr. Cortes wanted to avoid further damage to his career and his family and hoped, in vain, ultimately, that executing The Tamara Holder and TWO UNKNOWN PERSONS Agreement, would allow him to put the damaging matter of Tamara Holder's false allegations behind him (and it would have, if FOX and Tamara Holder had not intentionally, as part of a fraudulent conspiracy against him, not breached their obligations under The Tamara Holder and TWO UNKNOWN PERSONS Agreement).

36. In fact, Mr. Cortes never really had a hope of achieving this goal which the Defendants had dangled before him to convince him to sign The Tamara Holder and TWO UNKNOWN PERSONS Agreement, because FOX, the Murdoch, and their attorneys at Paul Weiss wanted Tamara Holder to breach The Tamara Holder and TWO UNKNOWN PERSONS Agreement, and paid her \$2.5 Million to do so (and to not reveal the other person who signed The Tamara Holder and TWO

UNKNOWN PERSONS Agreement), so that she could make with them the joint statement against Mr. Cortes that was reported in the March 8th New York Times Article, exonerating them, in the eyes of the world, of the sexual harassment scandal.

37. Significantly, before the March 8th New York Times Article, Mr. Cortes was in conversations with three major networks for a possible role for him with each of these, and each of these potential employment opportunities evaporated after the publication of the March 8th New York Times Article. Regarding the first major network, he personally met with a Senior Executive in midtown after sending him his resume. They discussed possible roles within their organization with a focus on editorial and Corporate Social Responsibility. After the March 8th New York Times Article was published all conversations halted, with no response or any follow up from that major network. Regarding the second major network, before the March 8th New York Times Article was published, he spoke with a senior recruiter for the company regarding a Vice President of Community affairs position. The interview went great but again after the March 8th New York Times Article was published that major network never followed up with Mr. Cortes. Regarding the third major network, Mr. Cortes had a phone interview before the March 8th New York Times Article was published with a senior recruiter for North America in regards to a Senior position with the company. The interview went great, but again after the March 8th New York Times Article was published no further communication was had between Mr. Cortes and that major network.

38. Mr. Cortes has served as a useful and relatively inexpensive “Patsy” for FOX to help it demonstrate that it has aggressively handled sexual harassment complaints, so that the Murdochs might eliminate concerns in the U.K. regarding their acquisition of Sky in the U.K., and FOX might protect the two UNKNOWN PERSONS.

39. In sum, FOX, with the assistance and upon the advice of their outside legal counsel, Paul Weiss, determined as follows: by paying Tamara Holder \$2.5 Million (an amount which is for them a minuscule amount of money) under The Tamara Holder and TWO UNKNOWN PERSONS Agreement, and by potentially having to pay Tamara Holder under any indemnification arrangement FOX might have with her to protect her from her intentional breach of The Tamara Holder and TWO UNKNOWN PERSONS Agreement with Mr. Cortes (a copy of which might be obtained through disclosure pursuant to this Complaint), which intentional breach they had planned well in advance of the execution of The Tamara Holder and TWO UNKNOWN PERSONS Agreement (and as part of their well orchestrated plan calculated that they might limit their exposure under any such indemnification agreement with Tamara Holder by limiting damages to be paid by Tamara Holder for any breach of her contractual obligations with Mr. Cortes under The Tamara Holder and TWO UNKNOWN PERSONS Agreement to a sum certain of “Liquidated Damages”, so that Mr. Cortes might not be able to request in a potential lawsuit any more than the Liquidated Damages in the event of Tamara Holder’s breach and she, thus, would not request indemnification from FOX in a sum higher than the amount of the Liquidated Damages), FOX and the

Murdochs could inexpensively “kill two birds with one stone”. FOX and the Murdochs could “whitewash” their image to portray themselves as persons concerned with combatting sexual harassment in the workplace, in order to secure the Sky takeover deal and their advertising revenues, and they could also protect the two UNKNOWN PERSONS, sheltering the UNKNOWN PERSONS’ reputations from the negative impact of a sexual harassment scandal, through FOX and the Murdochs inexpensive and risk-free (after all, they reasoned, how would an unemployed Mr. Cortes ever dare to litigate against FOX and the Murdochs, with their army of sophisticated lawyers, dangerous private investigators, and aggressive and influential network of sycophants employed in the national and international news media, persons who are former employees of News Corporation, FOX and/or the Murdochs, or hope to be future employees of News Corporation, FOX and/or the Murdochs) sacrifice of a financially insignificant Latino “Patsy”.

40. Moreover, the Defendants intended to have Mr. Cortes serve as a useful “scapegoat” to Tamara Holder, who has since the March 8th New York Times Article gone to extreme lengths (even attacking her attorneys and agents, alleging misconduct by them and/or a betrayal of victims of sexual harassment) to cynically paint herself as the “Poster Child” for bravery against sexual harassment, although *she has protected not one, but two other people* who have signed The Tamara Holder and TWO UNKNOWN PERSONS Agreement. These two UNKNOWN PERSONS, it must be assumed, were, unlike Mr. Cortes, not Latino, not financially insignificant to FOX, and not without some utility to

Tamara Holder's career if she would only agree to continue to protect them and shield their reputations from the damage necessarily incurred by accusations of sexual harassment.

41. The decision to "scapegoat" Mr. Cortes, was based, in part, on a willingness of FOX executives and the Murdochs to subscribe to a stereotype of the Hispanic man, and, in part, on their belief that anyone who was informed of the incident (for example, the public in general, due to the subsequent joint statement made by FOX and Tamara Holder, in violation of their respective contractual obligations with Mr. Cortes, and due to the "March 8th New York Times Article") would be willing to subscribe to this stereotype of the Hispanic man.
42. FOX intended, ultimately, to "scapegoat" Mr. Cortes in order to cleanse FOX of the taint caused by the recent sexual harassment scandal being faced by FOX, which was to be a significant obstacle to their retention of advertising revenue, and to their \$15.2 Billion takeover of European pay-TV group Sky. *See, for example, "FOX News Troubles Heighten Scrutiny of Rupert Murdoch's Plan to Acquire Sky"*, Mark Scott, the New York Times, April 9, 2017:

"Rupert Murdoch has long sought to add Sky, the British satellite and news giant, to his stable of global media outlets that includes movie studios, newspapers and cable networks like FOX News.

Yet after the sexual harassment scandal at FOX News that led to the ouster of Roger Ailes, its chairman, and the revelation of several settlements involving Bill O'Reilly and allegations of inappropriate behavior, Mr. Murdoch and 21st Century FOX now face renewed scrutiny over their plans to buy the 61 percent stake in Sky that they do not own.

On Friday, European officials gave their blessing to the deal, which is worth 11.2 billion pounds, or \$13.9 billion. But the battle will come to a head when a British regulator rules next month on whether the proposed deal gives Mr. Murdoch, who already controls several national newspapers, too much clout over the British media landscape.

British officials also must decide if 21st Century FOX and its executives pass a “fit and proper test,” or judgment on whether the people who will run the merged company are fit to do so. That includes particular attention to James Murdoch, one of Mr. Murdoch’s sons, who is the chief executive of 21st Century FOX.”²

43. Thus, given FOX’, the Murdochs’, and Tamara Holder’s willingness to subscribe to this stereotype of the Hispanic man, and their belief that others would also do so, they found Mr. Cortes to be a useful “scapegoat” to cleanse themselves of the taint of the sexual harassment scandal at FOX, which scandal posed a threat not only to the Murdoch’s acquisition of Sky News, but to FOX and the Murdoch’s advertising revenues. Thus, FOX and the Murdochs devised and expertly executed their plan, arrived at with the assistance and upon the advice of FOX’ outside legal counsel, Paul Weiss (as discussed in further detail below) to perfect Mr. Cortes’ utility as their sexual harassment scandal “Patsy”, which plan had the additional benefit of protecting the two UNKNOWN PERSONS, who were valuable to FOX and the Murdochs *at the time.*

44. Mr. Cortes, given his economic vulnerabilities, as well as his concern for the emotional welfare and even physical safety of his family because of, just as an example, the private investigators FOX might be able to bring to bear against him who might be willing in exchange of payment to “cut corners” to defend their employer (*See, for example*, April 25, 2017 Daily News Article, “Mayoral Candidate Bo Dietl ‘Illegally’ Pulled Journalist Phone, Credit Records for Fox

² <https://www.nytimes.com/2017/04/09/business/dealbook/FOX-news-troubles-heighten-scrutiny-of-rupert-murdochs-planned-purchase.html?ribbon-ad-idx=4&rref=business/media&module=Ribbon&version=context®ion=Header&action=click&contentCollection=Media&pgtype=article> (downloaded 4/10/17)

News Execs, Suit Charges")⁴, and given his race and ethnic origin, was the perfect "Patsy" for FOX' sexual harassment scandal, and FOX, the Murdoch, Tamara Holder, and Paul Weiss, were aware of that, and intentionally exploited that for the benefit of FOX, the Murdoch and Tamara Holder.

45. The statements made by FOX executives to Mr. Cortes and his attorney throughout the time leading up to the execution of The Tamara Holder and TWO UNKNOWN PERSONS Agreement were intentional misrepresentations, made in a deliberate attempt to have Mr. Cortes rely on those misrepresentations, and Mr. Cortes did rely on these misrepresentations, to his detriment.

46. It is significant to note that Rupert Murdoch assumed daily control of Fox News after the late Roger Ailes was dismissed from FOX. Rupert Murdoch actually set up shop in Mr. Ailes' previous office, attended daily editorial senior staff meetings and called into the morning editorial meetings, which all of the channel producers attended. Thus, Rupert Murdoch was intimately involved with all that was occurring at FOX and, given their business and family relationship as father and son, Rupert Murdoch and James Murdoch, it must be assumed, collaborated closely with the handling of the sexual harassment scandal at FOX and with regard to the Sky deal, among other things, directing FOX and their attorneys Paul Weiss.

47. It is especially significant to note that, given that Mr. Cortes' attorney has presented a copy of the original draft of this Complaint to their attorneys before filing for their comment, so that they understood that Mr. Cortes was prepared to

⁴ <http://www.nydailynews.com/new-york/bo-dietl-accused-pulling-journalist-private-info-fox-execu...> (downloaded April 25, 2017).

file suit to uncover the identity of the two UNKNOWN PERSONS, baseless threats (that is, without a valid basis in law) were made to Mr. Cortes' severance payments from FOX on the afternoon of Wednesday, April 19, 2017 (by newly retained counsel, for the purpose of answering the Complaint on behalf of FOX, James Murdoch, and Rupert Murdoch) in an attempt to dissuade Mr. Cortes from filing the Complaint. Then, the very next day, on April 20, 2017, those payments arrived in Mr. Cortes' bank account seven hours later than they were expected to arrive (and only after a request for clarification made by email to FOX's attorney by Mr. Cortes' attorney), as a manifestly thinly veiled threat to Mr. Cortes and the financial and emotional welfare of his family, to demonstrate that FOX was serious about making good on its groundless threats. Mr. Cortes has received his payments at the very same hour, 3 am, during his entire 17 years employment with FOX, and this time the payments were made after 10 am, after the email from Mr. Cortes' attorney, and within a few minutes of the response by FOX' attorney, clarifying that "The client has not stopped making payments. What I said was that if your client sues and disavows or breaches the severance agreement in doing so, I cannot imagine that the payments would continue.". Such payroll payments, of course, are of necessity done on a regular basis at a regular time to avoid the chaos that would occur at a large company such as FOX if payments were made to its many employees on an ad hoc basis, and a one time change in payment timing, after 17 years of regular payment timing, is highly suspicious.

48. This was done in a transparent, nevertheless intentionally difficult to prove (yet, evidently, not really so difficult to prove), effort to unlawfully intimidate Mr. Cortes from pursuing the instant lawsuit, perhaps in violation of New York State laws against extortion, by FOX and whoever advised them to engage in such tactics. Given recent revelations in the press regarding “Federal investigators looking into sexual harassment settlements and intimidation tactics at FOX News”⁵, it is not unreasonable to consider that, given their wealth and influence, and the hubris that comes with that, FOX executives and their advisors might be willing to take a calculated risk by engaging in such threats.

49. The utility of a strategy to “scapegoat” Mr. Cortes in order to help the Murdochs in their bid for Sky should not be underestimated. As an article by a U.K. entertainment reporter, an industry insider, reports:

“How would opponents of this bid [for Sky News in the U.K.] counter these points [points in favor of the Sky bid]?

First, they would argue that the division within the Murdoch stable is synthetic: this might be 21st Century FOX rather than News Corporation, but ultimately it’s all the Murdoch family.

Secondly, they would argue that we need to have the second instalment [sic] of the Leveson Inquiry, which looks at police corruption and corporate governance (not least by James Murdoch), before a fully informed decision can be made.

Former Labour Prime Minister **Gordon Brown said as much to me a fortnight ago.**

Next, they would say that the shocking allegations about sexual harassment at FOX News, another Murdoch subsidiary, are another reason to query their corporate governance.

In New York last week, several senior figures in the media industry told me they were interested in whether the FOX News allegations would have an impact on Murdoch’s ambitions in the UK.” [Bold in original, italics and bracketed language added]⁶

⁵ <http://www.nydailynews.com/news/politics/bo-dietl-admits-digging-dirt-fox-news-article-1.3138627> (downloaded May 7, 2017).

⁶ “FOX and Sky: Is this time different?” Amol Rajan, March 14, 2017, [bbc.com](http://www.bbc.com/news/entertainment-arts-39269705), <http://www.bbc.com/news/entertainment-arts-39269705> (downloaded March 29, 2017).

50. The utility of a strategy to “scapegoat” Mr. Cortes in order to help FOX and the Murdochs shield themselves against potential threats to their advertising revenue due to the sexual harassment scandal, which might have increased as a result of a failure to shield the identities of the UNKNOWN PERSONS should also not be underestimated.

51. As reported by the New York Times on April 4, 2017, regarding Mr. O'Reilly (in a statement easily revisable to apply to any other personality at FOX that might ultimately be revealed as one of the UNKNOWN PERSONS):

“Following an investigation by The New York Times over the weekend that revealed multiple settlements over allegations of sexual harassment or other inappropriate behavior by Mr. O'Reilly, the network faced a major advertising revolt as more than a dozen marketers said that they were withdrawing their ads from “The O'Reilly Factor.” Escalating the tension, the National Organization for Women called for Mr. O'Reilly to be fired and said an independent investigation should be conducted into the culture at FOX News.”⁷

52. The utility of a strategy to “scapegoat” Mr. Cortes in order to help Tamara Holder in her efforts to cynically paint herself as a victim of sexual harassment in the workplace, in an effort to boost her relevancy and, thus, her career, should also not be underestimated. Tamara Holder has, since the March 8th New York Times Article, attempted to paint herself as some sort of spokesperson for sexual harassment in the workplace by giving several interviews recounting her false allegations against Mr. Cortes. In her twitter account she: a) defines herself as a person who has “NO FEAR NO FILTER”, a “Survivor. Fearless Feminist.”¹¹; b) states on April 3, 2017: “FYI, I'm also a lawyer. I'm ready to represent any victim

⁷ https://www.nytimes.com/2017/04/04/business/media/sexual-harassment-bill-oreilly-FOX.html?_r=0

¹¹ <https://twitter.com/tamaraholder>, (downloaded April 25, 2017).

of sexual abuse/retaliation at ANY workplace. #foxnews”,¹² c) attacks her own attorney, Lisa Bloom (who was able to secure for her a \$2.5 Million Settlement, and has spearheaded a brave effort to confront a company as powerful as Fox on behalf of numerous other [likely truthful] victims of sexual harassment [her anger with her lawyer likely due to Ms. Bloom’s unwillingness to permit her to grandstand as she has ultimately realized Tamara Holder has misled her about the truth of her allegations against Mr. Cortes]) by stating “FYI, my lawyer was @LisaBloom. She took her 1/3 money & ran. Then put her name in the @latimes without my permission. Buyer beware. #foxnews”¹³, and stating on April 9, 2017, “If you’re a victim of abuse at work, do NOT fall prey to ‘victims rights’ lawyers who just want your \$\$, don’t care about change. #foxnews”¹⁴, and d) attacks her own agents and lawyers for initially, out of what she has admitted in the March 8th New York Times Article was their concern for her professional future, advising her not to make the sexual harassment allegations because they would make her “toxic”: “If we want REAL change in TV for women, going after execs/corps isn’t enough. Agents & victims’ attorneys complicit too. #foxnews #oreilly”¹⁵).

53. With interesting timing, just subsequent to the firing of Bill Shine from FOX, an article was printed in the Huffington Post in which she denounces her agents for failing to support her in making her allegations of sexual harassment and in which emails between her agent and Bill Shine are mentioned, entitled “Top Talent

¹² <https://twitter.com/tamaraholder> (downloaded April 25, 2017).

¹³ <https://twitter.com/tamaraholder> (April 17, 2017, downloaded April 25, 2017).

¹⁴ <https://twitter.com/tamaraholder>, April 9, 2017 (downloaded April 24, 2017).

¹⁵ <https://twitter.com/tamaraholder>, April 18, 2017 (downloaded April 24, 2017).

Agency Discouraged Fox News Contributor From Reporting Alleged Sexual Assault”:

“Emails provided by Holder show that Levine asked her for her phone number on Sept. 12, 2016. According to phone records, on Sept. 13 at 1:52 p.m., Holder received a call that lasted 14 minutes from a number that matches ICM’s New York office number. Holder says it was Levine, and she asked him how she should handle the sexual assault claim. Levine’s message to her was clear, she says: Don’t go there. She said he told her that telling Fox News lawyers about being assaulted could lead her to being branded as “toxic,” and she said his advice was: “You shouldn’t do this if you want a career.”

Holder says she told Levine she was going on a short vacation to Jamaica and would think about how she would handle the Fox News situation.

Returning a few days later, she sent an email dated Sept. 19 to Levine, Sorger and Horowitz. “I am NOT going to confront Fox with the incident we discussed,” she wrote. “My career means everything to me. I just want to work. That’s all I’ve ever wanted to do. Please let me know when you speak to Fox about retaining me...or not...”

Levine responded hours later and offered a short reply: ‘Good news and I think a wise position to take.’

Horowitz also emailed, saying: ‘Got it, thanks for the update. Glad you’re back Stateside safe and sound. Matt and I have reached out to set a call with Bill [Shine, Fox News co-president who resigned Monday]. Will keep you posted on Fox as well as the other nets we’re reaching out to.’ ”¹⁶

54. Moreover, it is interesting to note that, apparently, in her efforts to maintain her relevancy, and to cynically paint herself as a victim of sexual harassment, there is no one whose reputation she is not willing to attack – the lawyer who gained her a \$2.5 Million windfall for a false accusation of sexual harassment, and even the agents who in good faith made statements to her in an attempt to protect her career against the onslaught of the, at that time, seemingly invincible FOX and Murdochs, who, as Mr. Cortes has learned, remain highly dangerous and willing to use their power to advance their interests.

¹⁶ http://www.huffingtonpost.com/entry/tamara-holder-icm-fox-news_usHy_590792c4e4b02655f83f4a8c (downloaded May 8, 2017)

55. She makes all of these statements although, hypocritically, *she has protected the identity, thus, sheltering their reputations from the taint of a sexual harassment scandal, of not one, but two people* other than Mr. Cortes who have signed The Tamara Holder and UNKNOWN PERSONS Agreement regarding her allegations of sexual harassment. These two UNKNOWN PERSONS, it must be assumed, were, unlike Mr. Cortes, not Latino, not financially insignificant to FOX, and not without some utility to Tamara Holder's career if she would only agree to continue to protect them and shield their reputations from the damage necessarily incurred by accusations of sexual harassment.

56. Interestingly enough, the article in the Huffington Post notes that:

"Holder declined to comment on her tenure at Fox News, the incident involving Cortes, and her settlement, citing a strict confidentiality agreement she signed with the network. She was, however, willing to talk in a phone interview about her experience with her agents at ICM."¹⁷

57. Hypocritically enough, although Tamara Holder was unwilling to violate her confidentiality obligations with FOX, she was quite willing to intentionally violate her contractual obligations not to disparage Mr. Cortes.

58. Even more hypocritically, Tamara Holder has condemned another woman, Debbie Schlussel, for making allegations against FOX' Sean Hannity about him being "weird and creepy"¹⁸, lauding Mr. Hannity, helping to make Ms. Schlussel "toxic", and causing potential harm to her career (which, as she states in her comment to the March 8th New York Times Article, was the reason she herself didn't report her accusations against Mr. Cortes earlier).

¹⁷ http://www.huffingtonpost.com/entry/tamara-holder-icm-fox-news_usHy_590792c4e4b02655f83f4a8c (downloaded May 8, 2017)

¹⁸ http://www.cleveland.com/entertainment/index.ssf/2017/04/sean_hannitys_behavior_was_weird.html (Downloaded May 16, 2017).

59. Tamara Holder even retweeted on April 24, 2017 an article from Sean Hannity's twitter feed about Ms. Schlussel recanting her allegations against him to clarify that she wasn't accusing him of sexual harassment but of being "weird and creepy", but then deleted that retweet by April 25, 2017, likely upon reflection of the potential impact of her April 24, 2017 interview (in an obvious attempt to control the narrative) so as not to be seen as a person who is openly supporting a man who has been accused of being "weird and creepy", thus, assisting him in making his victim more "toxic" (which is a word from the March 8th New York Times Article, supposedly utilized by her agent to dissuade her from reporting her allegations of sexual harassment, which Tamara Holder is fond of repeating on Twitter and in interviews).

60. Tamara Holder craftily replaced that retweet on April 25, 2017 with the following tweet about the article regarding her interview defending Sean Hannity, a qualifier to explain why she would ever support a man who has been accused of being "weird and creepy" when she herself was an alleged victim of sexual harassment:

"Pinned Tweet



Tamara Holder
@tamaraholder 22h

I know firsthand how terrible it feels when your friends don't publicly support you. It is my duty as his friend for ~10 yrs to support him.”¹⁹

61. There are two UNKNOWN PERSONS, as demonstrated by the redacted name, and the redacted signature spaces, in The Tamara Holder and TWO UNKNOWN PERSONS Agreement, and these UNKNOWN PERSONS are likely important persons at FOX (it remains to be determined via disclosure in this case who those two UNKNOWN PERSONS are), and Tamara Holder herself hints at this in the below tweet on April 18, 2017:



Tamara Holder

@tamaraholder Apr 18

#BillOReilly allegedly out at #FoxNews. Ailes was out last year.

Speaking from experience, it isn't enough. There are layers to this cake...”

62. Ultimately, FOX and Tamara Holder provided a joint statement to the New York Times regarding the alleged incident with Mr. Cortes, all in violation of The Tamara Holder and TWO UNKNOWN PERSONS Agreement between Mr. Cortes and Tamara Holder (and thus far, to Mr. Cortes, two UNKNOWN PERSONS).

¹⁹ <https://twitter.com/tamaraholder>, April 18, 2017.

63. The Tamara Holder and TWO UNKNOWN PERSONS Agreement, which was drafted by the attorneys of FOX, Paul Weiss, was presented to Mr. Cortes, in an incomplete fashion, with only a few relevant passages and the signature pages.
64. Mr. Cortes, initially, especially given the advice of legal counsel, was hesitant to sign The Tamara Holder and TWO UNKNOWN PERSONS Agreement. Nevertheless, given certain representations of the attorneys of FOX at Paul Weiss, given his contractual obligations with FOX, and given that The Tamara Holder and TWO UNKNOWN PERSONS Agreement would only cement Ms. Tamara Holder's obligation not to continue to disparage him, he signed The Tamara Holder and TWO UNKNOWN PERSONS Agreement.
65. Nevertheless, FOX, and their attorneys at Paul Weiss, never intended for either themselves or Ms. Tamara Holder to comply with their obligations under The Tamara Holder and TWO UNKNOWN PERSONS Agreement, and only required, pursuant to the request of Ms. Tamara Holder and her counsel, to have Mr. Cortes sign The Tamara Holder and TWO UNKNOWN PERSONS Agreement to have his hands more definitively tied against Tamara Holder, in order to satisfy Tamara Holder.
66. In fact, the Defendants and their attorneys at Paul Weiss wanted Tamara Holder to breach The Tamara Holder and TWO UNKNOWN PERSONS Agreement, and paid her \$2.5 Million to do so (and to not reveal the other person who signed The Tamara Holder and TWO UNKNOWN PERSONS Agreement), so that she could make with them the joint statement against Mr. Cortes that was reported in the

March 8th New York Times Article, exonerating them, in the eyes of the world, of the sexual harassment scandal.

67. This was part of FOX' \$2.5 Million arrangement with Ms. Tamara Holder and her counsel, as reported in the March 8th New York Times Article:

"In the end, the settlement included the joint public statement issued Wednesday. Beyond that, and the emails she was permitted to send, she is prohibited from discussing her claims, the settlement and anything related to FOX News, the people briefed on the agreement said."²⁴

68. As an aside, although Tamara Holder is, according to the March 8th New York Times Article, prohibited from discussing anything related to FOX news, she does, as mentioned above, defend Sean Hannity (who, upon information and belief, is employed by Fox News and, thus, is related to Fox News) from the allegations made against him by Ms. Schlussel.

69. Thus, as part of the settlement, pursuant to which she was paid \$2.5 Million by FOX, Tamara Holder was permitted to participate in the joint public statement with FOX (which was necessarily drafted in cooperation between her counsel and FOX' counsel, Paul Weiss), and she was permitted to send emails (which were necessarily drafted in cooperation between her counsel and FOX' counsel, Paul Weiss). Thus, FOX and its counsel, Paul Weiss, directly participated in and planned to have Tamara Holder breach her obligations to Mr. Cortes under The Tamara Holder and TWO UNKNOWN PERSONS Agreement.

70. Moreover, as part of the settlement, pursuant to which she was paid \$2.5 Million by FOX, beyond the joint public statement and emails she was permitted to send out that were drafted in cooperation between her counsel and FOX's counsel Paul

²⁴ https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html?_r=0 (Downloaded April 13, 2017).

Weiss, Tamara Holder was prohibited from discussing her claims, the settlement and anything related to FOX News. Thus, FOX received valuable, and carefully calculated, consideration in exchange of its \$2.5 Million. The March 8th New York Times Article reports that this was conveyed to the reporter by the people briefed on the agreement which, despite the insistence of FOX' attorney in the instant matter, had to be FOX' outside counsel, Paul Weiss.

71. Although, in their communications with Mr. Cortes' counsel, these individuals, two precisely, as referenced in the March 8th New York Times Article, feigned surprise (as much as Mr. Cortes' counsel was actually surprised) on the afternoon of March 8th regarding the imminent release of the March 8th New York Times Article, pretending to not even know the name of the reporter involved, the joint statement and the emails released to the New York Times by Tamara Holder were carefully drafted and the release of the March 8th New York Times Article was carefully planned, as the preferred and carefully controlled method of delivery of the well drafted and carefully agreed upon joint statement of FOX and Tamara Holder and emails of Tamara Holder. Those statements and the emails were not prepared "on the fly" in response to a surprise notification of the March 8th New York Times Article, but were necessarily carefully planned and negotiated between Tamara Holder's counsel and FOX counsel Paul Weiss, and provided to the New York Times reporter, Emily Steele, in advance.

72. Moreover, as part of their plan, FOX counsel Paul Weiss intended to deceive Mr. Cortes and his counsel into issuing a statement for use in the March 8th New York Times Article, which would have put Mr. Cortes in direct violation of his

obligations under The Tamara Holder and TWO UNKNOWN PERSONS Agreement, further tying his hands in any potential litigation against them, but Mr. Cortes and his counsel did not fall for their ruse.

73. Rather, as described below, Mr. Cortes' counsel delivered his own comment after the initial release of the March 8th New York Times Article, and has retained both versions of the March 8th New York Times Article, the initial one without their comment (attached hereto as Exhibit A), and the subsequent one, with Mr. Cortes' attorney's comment made only after the initial breach by Tamara Holder of her obligations under The Tamara Holder and TWO UNKNOWN PERSONS Agreement.

74. Also, upon information and belief, part of FOX' arrangement with Ms. Tamara Holder was an indemnification agreement, a copy of which is to be obtained via disclosure in this case, in the event that Mr. Cortes would sue Ms. Tamara Holder for breach of contract.

75. This belief is based upon the fact that any lawyer who would permit Tamara Holder to make a statement of the type that she did, in direct violation of The Tamara Holder and TWO UNKNOWN PERSONS Agreement, would require that the entity requesting that his client make that statement would provide her with some sort of indemnification against suit, at least in the amount of the Liquidated Damages provided in The Tamara Holder and TWO UNKNOWN PERSONS Agreement.

76. Ms. Tamara Holder *immediately breached The Tamara Holder and TWO UNKNOWN PERSONS Agreement, regardless of the Liquidated Damages,*

because FOX had paid her \$2.5 Million, not to comply with The Tamara Holder and TWO UNKNOWN PERSONS Agreement, but to breach it, if only with regard to Mr. Cortes. Although FOX has represented to all that the purpose of the \$2.5 Million payment was to settle the allegations of Tamara Holder, the payment of the \$2.5 Million was to cement a fraud and conspiracy against Mr. Cortes, a Hispanic man, in order to improve the Defendants' chances of prevailing in the Sky bid.

77. A mediation itself is intended to be confidential and, that fact, added to the fact of the existence of The Tamara Holder and TWO UNKNOWN PERSONS Agreement, pursuant to which Mr. Cortes and Tamara Holder agreed not to disparage one another, demonstrates that there was no reason to make a joint statement (which would have resulted in the anticipated breach of The Tamara Holder and TWO UNKNOWN PERSONS Agreement between FOX, Tamara Holder and Mr. Cortes) other than to permit FOX a relatively inexpensive way to prove a point that would improve its chance in the bid for Sky News.

78. Since Mr. Cortes' scapegoating, nevertheless, FOX' efforts to "control the spin" on the sexual harassment scandal, for its threat to the Sky deal and its advertising revenues, have becoming increasingly frantic.

79. Given the significance of the Sky deal to FOX and the Murdochs, not even Bill O'Reilly was safe, and FOX and the Murdochs have reached a point at which they were willing, for the sake of Sky, and their advertising revenues, to consider even sacrificing their Caucasian male employees who are making them a lot of money.

80. Apparently, FOX has utilized for this reason what might seem to be (given her prior employment) the same “go to” reporter, Emily Steele, a prior employee of the Wall Street Journal, a News Corp. company, which is owned by the Murdochs. *See, for example,* “Bill O'Reilly Thrives at FOX News, Even as Harassment Settlements Add Up”, Emily Steele and Michael S. Schmidt, *The New York Times*, April 1, 2017.²⁵

81. The twitter account of Emily Steel, the New York Times reporter, provides some insight into her possible motive for drafting the report regarding Mr. Cortes, to the obvious benefit of FOX, the Murdochs, and News Corp, as well as the article which began the process leading up to the dismissal of Bill O'Reilly: she describes herself as follows: “write about the TV + media business at the New York Times. *WSJ alumna.* FT alumna. Tar Heel. *Views are mine.*” [Italics added]²⁶

82. The views are not her own. She has worked at the Wall Street Journal, an entity owned by News Corp, owned by the Murdoch family, she writes about the “TV + media business”, and her relationship to FOX and the Murdochs is likely not unimportant to her.

83. In an article entitled “Former Fox News Pundit Who Accused Exec of Sexual Assault Returns to Chicago,” Tamara Holder explains that she has been working with Emily Steele since July 2016, a time well before Mr. Cortes was even notified that she had made accusations against him, and that timing itself raises

²⁵ <https://www.nytimes.com/2017/04/01/business/media/bill-oreilly-sexual-harassment-FOX-news.html>

²⁶ <https://twitter.com/emilysteel> (downloaded March 31, 2017).

questions regarding the involvement of Emily Steele, a former employee of the Wall Street Journal, in the “scapegoating” of Mr. Cortes:

“In March, the *New York Times*’s Emily Steel wrote a detailed piece about your experience at Fox News. How did that come about?

I had been suppressing this. It had been boiling up. Emily Steel sent me a direct message on Twitter. She wanted to know if there were other stories about Roger. I answered her that I have nothing to say about Roger, but I know somebody who was sexually assaulted by a Fox News executive.

Describing what happened to me in Cortes’s office felt like letting the cat out of the bag. I said, holy shit, I’m going to be quoted in the *New York Times*. That was in July 2016 and it led to the worse six months of my life. For the next two months, I started to break down, to the point where, in early September, *I had like these hallucinations. I called one of my closest advisers in the middle of the night and I said, ‘I think I’m bipolar.* This is what happened to me. I don’t know what to do. I can’t get out of bed.’ I got help. I went to a psychiatrist. I went to therapists.”²⁷ [Italics Added]

84. Despite the obvious “red flag” posed by Tamara Holder’s admission that, *at the precise time she made the accusations against Mr. Cortes, she was suffering from “hallucinations”* (18 months after the date that she alleges Mr. Cortes sexually assaulted her, and not any other previous time since the date of the alleged sexual assault), the above quote reports that she has been working since July 2016 with Emily Steele, who first sought her out in an effort to further discredit Roger Ailes, and was later intimately involved in the effort to discredit, and then fire, Bill O’Reilly.

85. Given the date of their collaboration, several months before Tamara Holder made her allegations to FOX, an article by a former FOX employee, entitled, “Fox News Insider: Growing and Troubling Realization That James Murdoch Is In Charge”, provides some insight into the possible involvement of the New York

²⁷ <http://www.chicagomag.com/Chicago-Magazine/Felsenthal-Files/April-2017/Tamara-Holder/> (downloaded May 8, 2017).

Times reporter, Emily Steele, not only in the preparation of the March 8th New York Times Article, but *the actual selection and targeting* of Mr. Cortes as a useful “Patsy” for FOX and the Murdochs:

“The New York Times detailed this in an exhaustive story published on April 1, a piece that wouldn’t have been any more complete if its reporters had access to Fox’s inside files, assuming they didn’t. Eighteen days later, O’Reilly was gone.

It was almost like watching a repeat of the Ailes drama. Sexual harassment allegations came out fast, mostly old but enough to build up a quick ‘where there’s smoke, there’s fire’ narrative. The Fox News PR machine was muzzled and the Murdochs brought in the Paul, Weiss law firm supposedly to investigate. Neither target was ever interviewed by the firm and, in the Ailes case, leaks from the ‘investigation’ quickly appeared in the press. The firings were quick.”²⁸

86. Thus, given this “revolving door” in the international news media, FOX and the Murdoch’s potential influence on reporters, who have worked at one time or another for a News Corporation or FOX entity, and might hope to work for one again in the future, reaches even to those reporters working for news entities they do not own, such as the venerable New York Times. The Murdochs hope to further extend their influence on the international news media via the Sky deal, and they intend to, in part, utilize Mr. Cortes for this reason.

87. Based on Emily Steele’s report in the New York Times, other reporters began to question, “Is Bill O’Reilly Going to Lose His Job?”²⁹ And he did, and this is because the Murdochs care about the Sky acquisition and will sacrifice anyone to obtain that coveted jewel and, perhaps, as noted in the above article, because James Murdoch wants to change the direction of FOX news. Regardless of the motivation (some have even speculated that James Murdoch’s wife had been

²⁸ <http://www.mediaite.com/online/fox-news-insider-growing-and-troubling-realization-that-james-murdoch-is-in-charge/> (Downloaded May 8, 2017).

²⁹ <https://www.yahoo.com/tv/bill-oreilly-harassment-new-york-times-FOX-news-133154422.html>

advocating behind the scenes for the firing of Bill O'Reilly and others), Mr. Cortes was a useful "Patsy" for Fox and the Murdochs.

88. An attempt by Mr. Cortes' attorney to obtain a copy of the first version of Emily Steele's March 8th New York Times Article regarding Mr. Cortes released on the internet before Mr. Cortes' attorney made his comment (which would have assisted Mr. Cortes to demonstrate that he did not breach his contractual obligations with FOX and Tamara Holder, but only reacted to the breach of their contractual obligations with him, and was forced to have his lawyer comment for use in a second version of the March 8th New York Times Article, the only version available on line and via the printed New York Times) was, effectively and politely, finessed by Ms. Steele. Although she agreed to provide him a copy of the first, she only provided him with a copy of the second version of the March 8th New York Times Article, containing Mr. Cortes' attorney's comment.
89. Fortunately, Mr. Cortes' attorney was able to obtain a copy of the first version of the March 8th New York Times Article by other means, which he attaches hereto as Exhibit A, to demonstrate that FOX and Tamara Holder made comments to the New York Times, intentionally breaching their contractual obligations with Mr. Cortes, before Mr. Cortes' attorney was forced to make a comment, which comment itself, limiting itself to the fact that Mr. Cortes would be exploring his legal options, was clearly not a breach of Mr. Cortes' contractual obligations.
90. The March 8th New York Times Article provides a great deal of insight into the fraud implemented against Mr. Cortes by the Defendants.

91. In the March 8th New York Times Article, the writer purposely connects Mr. Cortes to Mr. Ailes, writing: “Mr. Cortes, who was close with Mr. Ailes ...”.³¹ The actual title of the article, according to the internet, is “<https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html>” although the article itself did not deal with Roger Ailes’ sexual assault settlement but dealt with the settlement between FOX and Tamara Holder regarding Mr. Cortes. This was either a “Freudian slip” or done as part of a transparent attempt to cement Mr. Cortes’ usefulness as a scapegoat. After demonstrating that FOX had handled Mr. Cortes’ termination in a manner that was quick and “beyond reproach”, and was praised by Tamara Holder for their quick action, they connected him to Mr. Ailes, thus vicariously demonstrating an effective handling of the allegations against Mr. Ailes with the sacrifice of Mr. Cortes.

92. Through the March 8th New York Times Article, FOX and the Murdochs have, quite cleverly, targeted Mr. Cortes as a convenient “scapegoat” for the fallout from their sexual harassment scandal associated with Mr. Ailes, and have purposely disregarded the fact, explained to them by Mr. Cortes, that Mr. Cortes’ relationship with Tamara Holder was consensual, because it suited them to paint that relationship as non-consensual, and then announce to the world via the March 8th New York Times Article, drafted by a reporter beholden to them, that they had effectively handled the allegations of sexual harassment.

³¹ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/10/17).

93. The March 8th, 2017 Article makes references several times to 4 people (“That description of the episode was confirmed by the four people who were told of Tamara Holder’s allegations”, “according to interviews with four people briefed on her account”) in a transparent effort to lend a pretense of credibility to the one sided version of the encounter offered by Tamara Holder. This is not only merely bad reporting (justifying at the very least a retraction of some type) but a violation of Emily Steele’s, and by extension, the New York Times’, ethical obligations. A thoughtful and dispassionate reading of the article would make clear the irrelevance of the statements of the four people, who were not in room at the time of the alleged incident, but FOX, the Murdochs, Tamara Holder, and Emily Steele understood that their intended audience does not have the time or interest to engage in a thoughtful and dispassionate reading of the article and would simply assume that Tamara Holder’s version of the story was confirmed by four people. In fact, the internet news program “Young Turks” itself cites the “four people” as convincing evidence that the incident occurred as Tamara Holder said it did, distributing that statement in verbal form on the internet to millions of those viewers who do not have the time or interest to even read the March 8th New York Times Article, precisely because the Young Turks themselves did not thoughtfully and dispassionately read the article, and FOX, the Murdochs, Tamara Holder, and Emily Steele, whose business is the news media, clearly understood the psychology that would guarantee the effect they required.

94. The March 8th New York Times Article also notes, for example that:

“In a rare public disclosure on Wednesday, FOX News released a joint statement with Ms. Holder saying that in September 2016 she ‘reported an incident of sexual assault at FOX News headquarters from the prior year.’ ”³²

95. The “public disclosure” and “joint statement” was, indeed “rare”, for several

reasons.

96. A disclosure of this type constitutes a breach of confidentiality obligations and

constitutes the disparagement of Mr. Cortes, in direct breach of FOX and Tamara

Holder’s obligations under The Tamara Holder and TWO UNKNOWN

PERSONS Agreement (a disparagement of the type which Mr. Cortes could not

defend himself against because then he, too, would be at risk of breaching his

various contractual obligations, leaving his family’s very sustenance, and medical

insurance, at imminent risk [a risk which has been confirmed since his attorney’s

delivery of a draft Complaint to FOX attorneys Paul Weiss for their comment and

clarification of some of the issues mentioned therein when he received a thinly

veiled threat in the form of an intentionally delayed payment due to him and his

family]).

97. Parties normally do not breach their contracts, especially upon the advice and

with the assistance of their legal counsel (unless they expect to be indemnified for

a breach, or stand to gain much more by breaching their contract than they do by

complying with the contract).

98. Nevertheless, FOX did breach its contract with Mr. Cortes, and this was done not

only upon the advice of its counsel, but with the connivance of its legal counsel,

Paul Weiss, because the financial risk to FOX of breaching its contract with Mr.

³² <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html>

Cortes was meaningless to it (a few hundred thousand to a few million dollars to be paid to Mr. Cortes for a breach by FOX and a breach by Tamara Holder, and the limited Liquidated Damages to be paid to Tamara Holder as part of a potential indemnity agreement in the unlikely event that Mr. Cortes would sue her for these Liquidated Damages) while the upside of breaching this agreement was, in fact, priceless.

99. Breaching the agreements provided the ability to develop a narrative that would help FOX to secure the bid for Sky, a matter which is so important to FOX and the Murdochs that they, regardless of the infamous “phone hacking scandal” that initially torpedoed their company News Corporation’s efforts to acquire Sky a few years ago, quickly determined to rework their strategy to re-launch their effort to acquire Sky.

100. At the insistence of FOX, in exchange of a \$2.5 Million payment, Tamara Holder also breached her obligations under The Tamara Holder and TWO UNKNOWN PERSONS Agreement, not only by providing a joint statement with FOX, not only by providing for use in the March 8th New York Times Article an email providing a statement, but by providing herself, or having her attorneys, or permitting FOX’ attorneys at Paul Weiss, to provide documents outlining her allegations to assist in the preparation of the March 8th New York Times Article (documents that Paul Weiss had initially refused to unequivocally admit to Mr. Cortes’ counsel even existed):

“...according to a document drafted by Ms. Holder’s lawyers that outlines her claims. A copy of the document was viewed by The Times.”³³

³³ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/10/17).

101. That FOX' legal counsel, Paul Weiss, were involved in this intentional breach of contract, in accordance with this fraudulent scheme in conspiracy with the Defendants, is demonstrated by the following quote from the March 8th New York Times Article:

"Ms. Holder reported her allegations to FOX News last fall. The network investigated her claims, and the executive, Francisco Cortes, the vice president for FOX News Latino, was terminated, *according to two people familiar with the matter.*"³⁴

102. These two people had to be the primary two people at Paul Weiss (it cannot be a coincidence that the March 8th New York Times Article mentions precisely two people) handling this matter on behalf of the Defendants, Paul Weiss attorneys (whose identities, merely out of concern for professional courtesy, shall, for the time being, remain confidential), whose involvement may be confirmed by emails exchanged and (voice messages left by Paul Weiss attorneys and saved by Mr. Cortes' attorney).

103. The March 8th New York Times Article states:

" 'Immediately after Ms. Holder notified FOX News of the alleged incident, the company promptly investigated the matter and took decisive action, for which Ms. Holder thanks the network,' " the statement continued. 'FOX News is grateful to Ms. Holder for her many contributions during her tenure at the network and wishes her continued success.' "³⁵

104. According to the March 8th New York Times Article, in an email, Tamara Holder said:

³⁴ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/10/17).

³⁵ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/9/17).

“Yes, I was sexually assaulted. Immediately after I told the company where I worked about the incident, it promptly investigated the matter and took action, *which I appreciate.*”³⁶ [Italics added]

105. This statement, despite the previous somewhat increasingly acrimonious relationship between FOX and Tamara Holder, which the March 8th New York Times Article cites Tamara Holder as reporting herself, demonstrates that these joint statements were made based upon the following basis of common interest in fraudulent conspiracy against Mr. Cortes – Mr. Cortes would be disparaged (in an intentional, previously planned and meticulously mapped out, breach of contract) so that that Tamara Holder would be paid \$2.5 Million (and, very likely, indemnified for any damages against her) and FOX would benefit by her characterization of FOX as her “White Knight”, in support of their bid for Sky News.

106. The March 8th New York Times Article reports the previous acrimonious relationship between FOX and Tamara Holder:

“Ms. Holder has said that she did not report the incident to FOX News previously because her earlier requests to meet with executives had been dismissed, because she did not know anyone in the human resources department and because executives had admonished her previously when she had complained about other issues, according to the documents and interviews. That included an on-air dispute with Omarosa Manigault, the reality-television [sic] star, during Maria Bartiromo’s show on FOX Business.”³⁷

107. The March 8th New York Times Article further reports that:

“Ms. Holder, 37, worked as a civil rights and criminal defense lawyer in Chicago before she started as a contributor at FOX News in 2010. Over the years, she provided legal analysis and *left-leaning political commentary*. She appeared on Sean Hannity’s show and also started a digital show for FOX News called “Sports

³⁶ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/9/17).

³⁷ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/9/17).

Court” about legal and political issues in sports. She also performs stand-up comedy.”³⁸ [Italics added to emphasize the previously acrimonious relationship between Ms. Holder, a left-leaning commentator, at FOX, a news channel known for its right-leaning commentary]

108. That Tamara Holder, a “civil rights and criminal defense lawyer” who is a regular contributor to a company as impressive as FOX (she is not a run-of-the-mill attorney) would wait 18 months to report an incident of the nature she ultimately reported (*she alleges a forcible sexual assault within the confines of FOX offices*) upon the advise of counsel boggles the mind and forces one to question the veracity of her statement.

109. Thus, only after the initial version of the March 8th New York Times Article, Mr. Cortes was forced to ask his attorney to make an extremely limited statement and avoid all contact with the media. The limited nature of this statement, in order for Mr. Cortes not to run afoul of his contractual obligations, ultimately allowed FOX and Tamara Holder, in accordance with their well orchestrated scheme, to control the narrative and shape public opinion, because they had effectively tied Mr. Cortes’ hands from effectively defending himself in the “Court of Public Opinion”:

“Jay Sanchez, a lawyer for Mr. Cortes, said Wednesday night in an email: ‘I am presently considering Mr. Cortes’ legal options.’ Multiple attempts to reach Mr. Cortes by phone, by email, on social media and in person for comment were unsuccessful.”³⁹

110. This comment, it must be again stressed, was made only after the first version of the March 8th New York Times Article was uploaded to the internet.

³⁸ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/9/17).

³⁹ <https://www.nytimes.com/2017/03/08/business/FOX-news-roger-ailes-sexual-assault-settlement.html> (downloaded 4/9/17).

111. Again, in an abundance of caution, in an effort to comply with his contractual obligations, Mr. Cortes did not comment. Out of respect for the court of law, he determined not to engage Tamara Holder and FOX in the “Court of Public Opinion”.

112. This was a difficult decision, given Tamara Holder’s depiction of what had occurred between Mr. Cortes and Tamara Holder. Nevertheless, due to the fact that (for fear of losing the sole source of his financial support of his family) Mr. Cortes could not risk being considered to have “disparaged” Tamara Holder (and even offering a different version of what occurred, thus, calling Tamara Holder a liar, might be considered by a court of law a disparagement), Mr. Cortes maintained a painful silence.

113. Mr. Cortes’ fear was a reasonable fear. At a meeting at 3:06 pm on December 27, 2016 between his attorney and an associate attorney for FOX’ outside counsel, Paul Weiss, at which FOX counsel Paul Weiss attempted to force Mr. Cortes to give testimony against Tamara Holder in a mediation between FOX and Tamara Holder (which Mr. Cortes resisted because it could have resulted in an unintentional violation by Mr. Cortes of his contractual obligations existing at that time), this attorney made a thinly veiled threat to Mr. Cortes’ payments pursuant to his contractual obligations when, sensing Mr. Cortes’ unwillingness to participate, she referenced his contractual obligations with FOX. When Mr. Cortes’ lawyer asked her something to the effect of whether she, the Paul Weiss associate, was threatening that FOX stop payments under his contractual obligations, she denied it, but the empty threat had been delivered.

114. In sum, the essence of FOX' global plan has been spelled out by persons in the industry, and Mr. Cortes was a convenient "scapegoat" in support of that global plan:

"For James Murdoch - who always saw Sky as unfinished business, and who has spent most of his career growing entertainment rather than news businesses - there are two pillars to the argument that this is not merely a re-run - put simply: '*The landscape has changed. We have changed.*'"⁴⁰

115. FOX, and the Murdochs, have not changed. They have only become more adept at perfecting their devious plans, and implementing the same, all with the assistance of their sophisticated attorneys, their dangerous private investigators, and their sycophant reporters working at various press outfits who, ultimately, owe allegiance only to them, and Mr. Cortes' experience is proof of that fact.

AS AND FOR A FIRST CAUSE OF ACTION

Breach of Contract

116. Mr. Cortes repeats and re-alleges each and every allegation hereinabove as if fully set forth herein.

117. Based on the aforementioned facts and circumstances, Defendants FOX and Tamara Holder breached their agreement with Mr. Cortes as a matter of law.

118. Among other things, FOX and Tamara Holder breached their obligations to Mr. Cortes by disparaging Mr. Cortes and violating their confidentiality obligations to Mr. Cortes.

119. Mr. Cortes has complied with his contractual obligations with FOX.

120. Based on the foregoing, Mr. Cortes is entitled to recover damages for FOX and Tamara Holder's breach of their contractual obligations described above. As a

⁴⁰ "FOX and Sky: Is this time different?" Amol Rajan, March 14, 2017, [bbc.com](http://www.bbc.com/news/entertainment-arts-39269705), <http://www.bbc.com/news/entertainment-arts-39269705> (downloaded March 29, 2017).

direct and foreseeable consequence of these breaches, and FOX and Tamara Holder's disparagement of Mr. Cortes, Mr. Cortes sustained damages, including, without limitation, emotional distress, loss of employment opportunities, economic injuries and other direct and consequential damages.

121. As a result of the foregoing, Mr. Cortes is entitled to actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

AS AND FOR A SECOND CAUSE OF ACTION

Fraudulent misrepresentation

122. Mr. Cortes repeats and re-alleges each and every allegation hereinabove as if fully set forth herein.

123. At various times and places partially enumerated above, the Defendants did also intentionally misrepresent material facts to Mr. Cortes.

124. As more fully discussed above, Mr. Cortes relied on these misrepresentations, and Mr. Cortes was harmed by his reliance on the Defendants' misrepresentations.

125. The Defendants also knew that Mr. Cortes would rely upon their various intentional misrepresentations, and Mr. Cortes did, according to Defendant's well calculated and executed plan, rely on their intentional misrepresentations to his detriment, and suffered significant damages due to his reliance on their intentional misrepresentations.

126. Further, as Defendants conspired with one another in their fraudulent

misrepresentations, those Defendants acted with actual malice involving an intentional wrongdoing, and/or their conduct amounted to a wanton, willful or reckless disregard of Mr. Cortes' rights.

127. Accordingly, Mr. Cortes is entitled to treble damages and punitive damages in an amount to be determined at trial.

128. As a result of the foregoing, Mr. Cortes is entitled to actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements, and to punitive damages and treble damages in an amount to be determined at trial.

AS AND FOR A THIRD CAUSE OF ACTION

Civil conspiracy to Defraud

129. Mr. Cortes repeats and re-alleges each and every allegation hereinabove as if fully set forth herein.

130. At various times and places partially enumerated above, all Defendants did also intentionally conspire to defraud Mr. Cortes through a corrupt agreement between two or more persons, as more specifically described above, and committed a number of overt acts, as more specifically described above, in furtherance of that agreement, with those Defendants' intentional participation in the furtherance of a plan or purpose to defraud Mr. Cortes, which conspiracy did in fact defraud Mr. Cortes, thus resulting in damages to Mr. Cortes.

131. Moreover, all Defendants had an awareness of the effects in New York of their activities to defraud Mr. Cortes, the activity of the co-conspirator Defendants

in New York was to the benefit of the out-of-state conspirators, and the co-conspirator Defendants acting in New York acted on behalf of the out-of-state Defendants.

132. As a result of the foregoing, Mr. Cortes is entitled to actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

AS AND FOR A FOURTH CAUSE OF ACTION

Intentional Interference With Contractual Relations

133. Mr. Cortes repeats and re-alleges each and every allegation hereinabove as if fully set forth herein.

134. A valid contract, The Tamara Holder and TWO UNKNOWN PERSONS Agreement, existed between Mr. Cortes and the Defendants.

135. The Defendants had knowledge of The Tamara Holder and TWO UNKNOWN PERSONS Agreement.

136. The Defendants intentionally and improperly interfered with The Tamara Holder and TWO UNKNOWN PERSONS Agreement to cause each other to breach The Tamara Holder and TWO UNKNOWN PERSONS Agreement, and Mr. Cortes suffered damages thereby.

137. As a result of the foregoing, Mr. Cortes is entitled to actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

AS AND FOR A FIFTH CAUSE OF ACTION

Defamation Per Se

138. Mr. Cortes repeats and re-alleges each and every allegation hereinabove as

if fully set forth herein.

139. Each of the statements set forth above, was defamatory and false and has

exposed Mr. Cortes to public hatred, contempt, ridicule and disgrace.

140. Each of the statements set forth above directly implicated Mr. Cortes in

his profession. Defendant Tamara Holder with the assistance and conduct and

acting in concert with all other Defendants herein published and/or broadcast all

of the statements set forth herein throughout print media, internet posting, radio

and/or television interviews and numerous television interviews.

141. Each and every statement attributable to the Defendants herein was

intentionally false and made with malicious intent for the purpose of destroying

Mr. Cortes professional and career prospects and for the Defendants' own

commercial gain as discussed more fully above.

142. At all times relevant herein, the Defendants knew that the statements being

published were false or they acted in a reckless disregard of the truth or falsity of

the statements.

143. As a result of the Defendants' conduct the Plaintiff, Mr. Cortes, has

suffered and continues to suffer substantial financial losses.

144. As a result of the foregoing, Mr. Cortes is entitled to actual damages in an

amount to be determined at trial, but believed to be in excess of Twelve Million

Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

145. In addition, because Defendants acted with conscious and deliberate disregard of Mr. Cortes' rights and with the malicious intent to cause harm to plaintiff, plaintiff is entitled to punitive damages in an amount to be determined at trial but believed to be well in excess of Thirty Six Million Dollars.

AS AND FOR A SIXTH CAUSE OF ACTION

Slander Per Se

146. Mr. Cortes repeats and re-alleges each and every allegation hereinabove as if fully set forth herein.

147. As a result of Defendants conduct, Mr. Cortes has incurred significant damages and is entitled to actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

148. In addition, because Defendants acted with conscious and deliberate disregard of Plaintiff's rights and with the malicious intent to cause harm to Plaintiff, Plaintiff is entitled to punitive damages in an amount to be determined at trial but believed to be well in excess of Thirty Six Million Dollars.

AS AND FOR A SEVENTH CAUSE OF ACTION

Libel Per Se

149. Mr. Cortes repeats and re-alleges each and every allegation hereinabove as if fully set forth herein.

150. As a result of Defendants' conduct, Mr. Cortes has incurred significant damages and is entitled to actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

151. In addition, because defendants acted with conscious and deliberate disregard of Plaintiff's rights and with the malicious intent to cause harm to Plaintiff, Plaintiff is entitled to punitive damages in an amount to be determined at trial but believed to be well in excess of Thirty Six Million Dollars.

PLAINTIFF(S) DEMAND A TRIAL BY JURY

152. Plaintiff(s) hereby demand a trial by jury in this action.

RELIEF REQUESTED

WHEREFORE, Plaintiff(s) pray for judgment against Defendant(s) and asks this Court to award:

153. As and for the First Cause of Action, actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

154. As and for the Second Cause of Action, actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements, and to punitive damages and treble damages in an amount to be determined at trial.

155. As and for the Third Cause of Action, actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

156. As and for the Fourth Cause of Action, actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements.

157. As and for the Fifth Cause of Action, actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements. In addition, because Defendants acted with conscious and deliberate disregard of Mr. Cortes' rights and with the malicious intent to cause harm to plaintiff, Mr. Cortes is entitled to punitive damages in an amount to be determined at trial but believed to be well in excess of Thirty Six Million Dollars.

158. As and for the Sixth Cause of Action, actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements. In addition, because Defendants acted with conscious and deliberate disregard of Mr. Cortes' rights and with the malicious intent to cause harm to plaintiff, Mr. Cortes is entitled to punitive damages in an amount to be determined at trial but believed to be well in excess of Thirty Six Million Dollars.

159. As and for the Seventh Cause of Action, actual damages in an amount to be determined at trial, but believed to be in excess of Twelve Million Dollars, plus prejudgment interest, attorneys' fees, expenses, costs and disbursements. In addition, because Defendants acted with conscious and deliberate disregard of Mr. Cortes' rights and with the malicious intent to cause harm to plaintiff, Mr. Cortes

is entitled to punitive damages in an amount to be determined at trial but believed to be well in excess of Thirty Six Million Dollars.

160. Such other and further relief as the Court may deem just and proper.

July 25, 2017

/s/ J.A. Sanchez

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