

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ROSS BLECKNER

Plaintiff(s),

-against-

CODY GILMAN

Defendant(s).

Index No.

Summons

Date Index No. Purchased: November 15, 2018

To the above named Defendant(s)

Cody Gilman
431 S. Burnside Avenue, Apt 4C
Los Angeles, CA 90036

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Plaintiff's residence
which is 38 West 9th Street, New York, New York 10011

Dated: New York, New York
November 15, 2018

Clayman & Rosenberg LLP

by
Seth L. Rosenberg
Attorneys for Plaintiff
Ross Bleckner

305 Madison Avenue, Suite 1301
New York, New York 10165

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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ROSS BLECKNER

Plaintiff,

-against-

CODY GILMAN,

Defendant.
-----X

COMPLAINT

INDEX NO.

Plaintiff, by and through his attorneys, Clayman & Rosenberg LLP, as for his Complaint, alleges as follows:

1. Plaintiff is a natural person who resides in the City, County and State of New York. He is a sixty-nine year old artist.
2. Defendant is a natural person who resides in Los Angeles, California. Upon information and belief he is twenty-five years old and was last employed as a construction worker in Kentucky.
3. On or about 2015 Plaintiff and Defendant met through an internet ad/app directed at gay and bi-sexual men and thereafter engaged in consensual sex on several occasions during 2015. Sometime thereafter, Defendant left New York City and they lost touch with each other.
4. On or about December 12, 2017, Defendant texted Plaintiff and told Plaintiff that he was finishing a construction job in Kentucky and was about to be between jobs.

5. Over the following six weeks, Plaintiff and Defendant texted each other from time to time discussing the possibility that Defendant would come to New York and stay with Plaintiff in East Hampton.

6. In the course of the texts between Plaintiff and Defendant, Defendant indicated that he was interested in resuming the previous sexual relationship with Plaintiff. In addition to the texts, Defendant sent Plaintiff sexually provocative photographs of himself. (Exhibits A and B appended hereto.)

7. In the course of the texts between Plaintiff and Defendant, they agreed that Defendant would do minor chores, some shopping and occasional cooking while in East Hampton and Plaintiff would give Defendant \$750.00 per week.

8. On or about February 4, 2018 Defendant arrived at Plaintiff's home in East Hampton

9. During the night of February 5, 2018, Defendant initiated and engaged in sexual intercourse with Plaintiff.

10. Over the course of the following four weeks Plaintiff and Defendant engaged in consensual sexual activity on a number of occasions. Defendant voluntarily continued living in Plaintiff's home during the entire period.

11. During this period, studio assistants who worked for Plaintiff, and a neighbor of Plaintiff, periodically visited Plaintiff's house in East Hampton. At no point did Defendant indicate to any of them that he was being sexually harassed, coerced, or assaulted by Plaintiff. In fact, Defendant visited Plaintiff's neighbor's house and spent several hours alone with the neighbor discussing how Defendant wanted to throw a dance party at Plaintiff's East Hampton Property.

12. During the period while Defendant was living at Plaintiff's home in East Hampton he regularly posted pictures to his social media accounts with photographs of himself working out, dancing, and posing topless.

13. Upon information and belief, Defendant never reported to any law enforcement agency that that he was sexually harassed, coerced, or assaulted by Plaintiff.

14. Unbeknownst to Plaintiff, shortly after his arrival in East Hampton, Defendant began clandestinely recording a number of his conversations and sexual activities with Plaintiff.

15. On or about March 6, 2018 Defendant told Plaintiff that he was leaving; that he had retained an attorney; and that Plaintiff would be hearing from Defendant's attorney.

16. On or about May 2, 2018 Plaintiff received a letter from an attorney in New York City in which she advised Plaintiff that she represented defendant, "in connection with multiple claims against [Plaintiff]."

17. With her May 2, 2018 letter to Plaintiff, Defendant's attorney enclosed a complaint premised upon allegations that Plaintiff sexually harassed, coerced, and assaulted Defendant. It describes sexual activity between Plaintiff and Defendant in gratuitous and graphic detail and contends that it was as the result of physical force and coercion applied by Plaintiff (a five and a half foot tall 69 year-old artist) against Defendant (a more than six foot tall twenty-five year-old construction worker). It alleges that Plaintiff is liable to Defendant for various tort and statutory claims based upon these allegations.

18. The factual allegations in the draft complaint are false and Defendant knows them to be false.

19. When Plaintiff's attorney called Defendant's attorney some days later, she indicated that if Plaintiff did not pay Defendant in excess of \$2 million Defendant would publicly accuse Plaintiff of sexual harassment, coercion, and assault by filing the draft complaint.

20. The amount of money demanded by Defendant bears no relationship to anything, other than what Defendant believes to be the financial value to Plaintiff of avoiding having false public allegations of sexual misconduct made against him.

AS FOR PLAINTIFF'S FIRST CAUSE OF ACTION

(Intentional Infliction of Extreme Emotional Distress)

21. Plaintiff repeats and realleges the allegations set forth above.

22. At some time before or shortly after arriving at Plaintiff's home on or about February 4, 2018, Defendant conceived a plan to extort money from Plaintiff by falsely accusing him of sexual misconduct.

23. Defendant initiated and engaged in consensual sexual activity with Plaintiff in furtherance of this plan.

24. In furtherance of this plan Defendant began clandestinely recording a number of his conversations and sexual activities with Plaintiff.

25. Defendant is aware that the facts alleged in the draft complaint are false. Defendant has threatened to make these false allegations public as a means of instilling fear in Plaintiff that Defendant will damage his reputation and career, unless Plaintiff acquiesces to Defendant's demand for hush money.

26. Defendant's demand that Plaintiff pay him in excess of \$2 million in exchange for not filing a lawsuit falsely accusing him of sexual misconduct constitutes extreme and outrageous conduct.

27. Defendant made the threat of filing a lawsuit with allegations he knew to be false and the demand for \$2 million with the intent to cause Plaintiff severe emotional distress and with complete and utter disregard for the substantial probability that it would cause Plaintiff severe emotional distress.

28. Defendant's threat of filing a lawsuit with allegations he knew to be false and the demand for \$2 million has caused Plaintiff severe emotional distress.

29. As a result of Defendant's extortionate scheme, Plaintiff became extremely anxious and distracted. His ability to sleep was impaired, his ability to work was impaired and he was reduced to a continuing state of anger, frustration and despair.

30. The objective of Defendant's malicious and extortionate scheme was to force Plaintiff to pay money to Defendant or risk damage to Plaintiff's reputation which would affect Plaintiff's status and earnings as a world-renowned artist.

31. As a result of Defendant's extortionate scheme, Plaintiff was required to retain counsel and incur legal expenses to respond to Defendant's threat of disclosure through the filing of the draft complaint.

32. WHEREFORE, Plaintiff demands a judgement Against Defendant in an amount to be determined by the court and punitive damages and the costs and disbursements of the action.

AS FOR PLAINTIFF'S SECOND CAUSE OF ACTION
(Declaratory Judgment)

33. Plaintiff repeats and realleges the allegations set forth above.

34. Plaintiff contends that the allegations made against Plaintiff in Defendant's attorney's letter of May 2, 2018 and in the draft complaint are baseless and false and that Defendant has no viable claims against Plaintiff arising from the facts alleged therein.

35. Defendant contends that Plaintiff is liable to him for damages based upon the claims alleged in the draft complaint.

36. The parties have a justiciable controversy within the scope of Rule 3001 of the Civil Practice Law and Rules as to the validity of the Defendants' allegations against Plaintiff.

37. Pursuant to Rule 3001 of the Civil Practice Law and Rules, the Court is authorized to render a declaratory judgment as to the rights of the parties with respect to the Defendant's allegation against Plaintiff.

WHEREFORE, Plaintiff respectfully requests that the Court grant relief as follows:

- a) On the First Cause of Action, judgement against Defendant in an amount to be determined after trial, punitive damages and costs and disbursements;
- b) On the Second Cause of Action, a judgment declaring that Plaintiff is not liable to Defendant for claims for which Defendant has sought payment from Plaintiff; and
- c) Such other and further relief as the Court deems just and proper.

Dated: New York, New York
November 15, 2018

CLAYMAN & ROSENBERG LLP
ATTORNEYS FOR PLAINTIFF

By: 
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EXHIBIT A



EXHIBIT B

