

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

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JASON BOYCE,

Plaintiff,

-v.-

BRUCE WEBER; JASON KANNER; SOUL
ARTIST MANAGEMENT; LITTLE BEAR
INC.,

Defendants.

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Index No.:

FIRST AMENDED COMPLAINT
(Jury Trial Demanded)

Plaintiff JASON BOYCE, by and through his attorneys, The Bloom Firm, hereby complains of the Defendants BRUCE WEBER, JASON KANNER, SOUL ARTIST MANAGEMENT, and LITTLE BEAR INC. (collectively, “Defendants”) and alleges as follows:

1. Plaintiff JASON BOYCE, at all times relevant hereto a professional model, complains pursuant to the New York City Human Rights Law, New York City Administrative Code 8-100, *et seq.* (the “NYCHRL”) and the New York State Human Rights Law, New York Executive Law section 296, *et seq.* (the “NYSHRL”), and seeks damages to redress the injuries he has suffered as a result of being sexually harassed and discriminated against on the basis of his gender. Boyce was the victim of “casting couch” practices by Defendants that, upon information and belief, are prevalent in the modeling industry, and suffered humiliation, emotional anguish, and lost economic opportunities including the end of his modeling career in New York.

BACKGROUND

2. In the modeling industry, “clients” (such as stores, brands, designers, and publications) hire models for photoshoots or campaigns almost exclusively through modeling agencies. These employment agencies enter into contracts with models that prohibit the model from arranging for work other than through the agency.

3. As part of their services, modeling agencies select models from their rosters to refer to photographers and clients for potential work.

4. The modeling agencies also arrange for models to meet with other employment agents for potential work.

5. Other employment agents include casting directors, who hire models for particular shows or campaigns, as well as photographers, particularly those prominent photographers who are permitted by clients to hire their own models for their projects.

6. Modeling agencies send models on “go see” appointments to meet with designers, casting directors, or photographers. The purpose of the “go see” is for the designer, casting director, or photographer to refer or hire the model in the future.

7. Modeling agencies also send models to on “test shoots,” which are photoshoots with particular photographers. The purpose of a “test shoot” with a prominent photographer is for the photographer to refer or hire the model in the future.

8. By making decisions about which of its models under contract to send on “go sees,” “test shoots,” and castings, modeling agencies have enormous influence and power over a model’s career.

9. Modeling agencies also frequently act as power of attorney for their models, such that any compensation for work performed by the models under contract is paid directly to the

modeling agencies. The modeling agencies then deduct commissions, fees, and other costs from the model's paycheck, and are supposed to pay the remainder directly to the model. Oftentimes, the deducted costs cover most of the check, leaving little remuneration for the model.

10. Under the extreme power imbalance in this system, with models beholden to photographers, casting directors, and their modeling agency for work, models are targets for sexual harassment by these decision-makers who control their careers and livelihood.

THE PARTIES

11. Plaintiff JASON BOYCE ("Mr. Boyce" or "Plaintiff") is an individual residing in Irvine, California. At all times relevant to this action, he was a model under contract with Defendant Soul Artist Management.

12. Defendant BRUCE WEBER ("Mr. Weber") is an individual who, upon information and belief, resides in Florida. Mr. Weber is a world-renowned fashion photographer who works frequently in New York City, and whose work includes fashion shoots for many major brands.

13. Defendant LITTLE BEAR INC. ("Little Bear") is, upon information and belief, a domestic business corporation incorporated in New York State with its principal place of business in New York City. The Chief Executive Officer of Little Bear is Nan Bush, Mr. Weber's wife. Upon information and belief, Little Bear's business is to support Mr. Weber's photographic work, including by casting models for his work.

14. Defendant SOUL ARTIST MANAGEMENT ("Soul Artist") is, upon information and belief, a domestic business corporation with its principal place of business in

New York City. Soul Artist is a modeling agency that is, upon information and belief, founded and run by Defendant Jason Kanner.

15. Defendant JASON KANNER (“Mr. Kanner”) is an individual who, upon information and belief, resides in New York. Mr. Kanner is a successful modeling agent who, upon information and belief, is both the founder and head of Defendant Soul Artist.

JURISDICTION AND VENUE

16. This Court has personal jurisdiction over Defendants pursuant to New York Civil Practice Law and Rules (“C.P.L.R.”) Sections 301 and 302 because the Defendants are located in New York, reside in New York, are licensed to do business in New York, are transacting business in New York, and own, use, or possess real property within New York.

17. This Court has personal jurisdiction over Defendants pursuant to C.P.L.R. Section 302 because Defendants committed tortious acts causing injury to Mr. Boyce in New York State.

18. Venue is proper pursuant to C.P.L.R. Section 503 based on Defendant Mr. Kanner’s residence in New York City; Defendant Little Bear’s principal place of business, located at 135 Watts Street, New York, New York 10013; and Defendant Soul Artist’s principal place of business, located at 11 West 25th Street, New York, New York 10010.

MATERIAL FACTS

19. In 2013, Mr. Boyce signed a modeling contract with Soul Artist. Mr. Kanner oversaw all of the agents at Soul Artist, and was closely involved in referral and contract-related decisions, including those related to Mr. Boyce.

20. Under his contract with Soul Artist, Mr. Boyce was not allowed to obtain or perform modeling work in New York except through Soul Artist. Soul Artist scheduled and sent Mr. Boyce to “go sees,” “test shoots,” and other castings.

21. Mr. Weber is known for jumpstarting the careers of various male models, in particular by casting them in the campaigns for which he is hired by clients.

22. Mr. Weber exercises managerial and/or supervisory responsibility at Little Bear, which is an employer with at least four employees. Little Bear casts models for Mr. Weber’s photographic works.

23. On or around December 12, 2014, Mr. Kanner called Mr. Boyce and asked him to go meet Mr. Weber at a jewelry store in midtown Manhattan. Mr. Boyce knew this was an important professional opportunity, and readily said that he was available to meet Mr. Weber.

24. Mr. Boyce met Mr. Weber at the jewelry store. After a ten-minute conversation, Mr. Weber said that he wanted to photograph Mr. Boyce. Mr. Weber said, “I’m going to talk to Jason [Mr. Kanner] and set up a shoot.”

25. On or around December 14, 2014, Mr. Boyce met with Mr. Kanner at Soul Artist. Mr. Kanner told Mr. Boyce that Mr. Weber wanted to schedule a photoshoot with him for the next day. “This is big for you,” Mr. Kanner said. “You have to nail this.”

26. On or around December 15, 2014, Mr. Boyce went to the offices of Little Bear for his photoshoot with Mr. Weber.

27. At Little Bear, Mr. Boyce was taken to a back room which functioned as Mr. Weber’s studio. Mr. Weber closed the door behind Mr. Boyce, leaving the two of them alone in the studio.

28. Mr. Boyce, who had been photographed numerous times in the past, was then subjected to a series of practices by Mr. Weber that were unlike any he had experienced previously.

29. At the time, Mr. Boyce was 28 years old. Mr. Weber is approximately 40 years older than Mr. Boyce.

30. Mr. Weber took one or two photographs of Mr. Boyce, then said to Mr. Boyce, “you’re very tense.” He instructed Mr. Boyce to sit in a chair that was at a table in the studio. Mr. Weber pulled up another chair right in front of Mr. Boyce, and put his legs outside of Mr. Boyce’s legs, so that he was practically straddling Mr. Boyce.

31. Without asking permission, Mr. Weber began rubbing oil on Mr. Boyce’s forehead, making Mr. Boyce extremely uncomfortable. Mr. Weber then instructed Mr. Boyce to stand up for more photographs.

32. Mr. Weber took one or two more photographs, putting the camera down and staring at Mr. Boyce for extended periods of time between shots.

33. Mr. Weber eventually instructed Mr. Boyce to remove his shirt, which he did.

34. Mr. Weber then approached Mr. Boyce, and without asking permission, placed his hand on Mr. Boyce’s chest and told Mr. Boyce to “breathe.” Mr. Weber said, “I want you to put your hand on me, wherever your energy tells you to go.”

35. Unsure how to respond or what Mr. Weber meant, Mr. Boyce placed his hand on Mr. Weber’s chest.

36. Mr. Weber then put his hand over Mr. Boyce’s hand, and guided it down his chest. Then Mr. Weber put his own hand on Mr. Boyce’s chest, and moved his hand down.

37. Mr. Weber asked Mr. Boyce to take off his pants. Although in custom and practice, photographers provide advance notice if the model will be asked to remove his pants or underwear, Mr. Boyce obeyed, mindful of Mr. Kanner's instruction that he had to "nail this."

38. Mr. Weber took one or two more photographs, then told to Mr. Boyce, "I want you to decide to pull your underwear higher or lower," by pulling the waistband of his underwear down, or the bottom seam up, to expose his genitals.

39. Mr. Boyce was clearly uncomfortable and froze, at which point Mr. Weber approached him and began to rub his face again. Mr. Weber told him to "relax" and that he was still "so tense."

40. Without asking permission, Mr. Weber took Mr. Boyce's hands in his and placed them on the waistband of Mr. Boyce's underwear. Mr. Weber placed his own hands on top of Mr. Boyce's, and pulled down, pulling down Mr. Boyce's underwear in the process. Mr. Weber removed Mr. Boyce's underwear and stepped back.

41. In custom and practice in the modeling industry, photographers do not touch models when they are nude or partially nude during photoshoots, nor do they remove articles of models' clothing.

42. Mr. Weber took one or two more photographs of Mr. Boyce. He instructed Mr. Boyce to put his hands on himself, "wherever you feel your energy go." Mr. Boyce put his hand on his own face and shoulders, and on his chest.

43. Mr. Weber walked over to Mr. Boyce and without asking permission, put his hand over Mr. Boyce's hand. Again, he pulled Mr. Boyce's hand lower and lower down his chest, and then placed Mr. Boyce's hand over Mr. Boyce's genitals.

44. Mr. Weber grabbed Mr. Boyce's arm and moved it back and forth, so that Mr. Boyce was forced to rub his own genitals. Then, Mr. Weber took Mr. Boyce's hand and placed it on Mr. Weber's trousers, over Mr. Weber's genitals. Terrified and repulsed, Mr. Boyce closed his eyes, hoping that Mr. Weber would stop.

45. Mr. Weber put his fingers in Mr. Boyce's mouth. Shocked, Mr. Boyce opened his eyes. Mr. Weber told him to keep his eyes closed, and kept his fingers in Mr. Boyce's mouth. "If you just had confidence, you'd go really far," Mr. Weber whispered. "How far do you want to make it? How ambitious are you?" Mr. Boyce did not respond.

46. Mr. Weber took his fingers out of Mr. Boyce's mouth and dropped his hand from his own genitals, freeing Mr. Boyce's hand. "You know what? Put your underwear on," he said. "I think we're done here."

47. Mr. Boyce put his underwear on and started to get dressed. He tried to leave, but Mr. Weber instructed him to come back and close his eyes, which he did. Mr. Weber grabbed him and kissed him on the lips. Shocked and frightened, Mr. Boyce pulled away. Mr. Weber waved him off, and he left.

48. After Mr. Boyce left the studio, Mr. Kanner sent Mr. Boyce a text message, asking how it went. Mr. Boyce replied that that the photoshoot was "weird." Mr. Kanner said he was not asking about the shoot, but rather about the photographs.

49. About one week later, Mr. Kanner instructed Mr. Boyce to send Mr. Weber a text message to "check in." Mr. Boyce did.

50. Mr. Weber responded by calling Mr. Boyce, using FaceTime so that they could see each other on their phones while talking. Mr. Weber was alone with a drink, and looked

like he was at home. He asked Mr. Boyce where he was, and, once he realized that Mr. Boyce was in a public place, told Mr. Boyce that he had to hang up.

51. Mr. Boyce returned home to California shortly after the photoshoot with Mr. Weber, in a state of extreme emotional distress.

52. Mr. Weber contacted Mr. Boyce by FaceTime a few more times over the following months, but Mr. Boyce made sure not to answer unless he was visibly in a public place, with people around.

53. In or around March of 2015, Mr. Boyce returned to New York City for the new casting season.

54. Without conferring with Mr. Boyce, Soul Artist signed up Mr. Boyce for a casting “for a Bruce Weber project.” Mr. Boyce knew that if he did not show up, Soul Artist would stop signing him up for castings, and he needed the work.

55. Mr. Boyce dreaded seeing Mr. Weber again, but knowing that he would not be alone with Mr. Weber, he attended. When he arrived, Mr. Weber was not there for Mr. Boyce’s casting call.

56. Mr. Boyce felt intense dread at the thought of a modeling career in an industry where Mr. Weber was considered by many to be a top photographer and primary champion of male models. He was worried that he would continue to run into Mr. Weber throughout his career. He experienced anxiety, depression, and high levels of stress.

57. Mr. Boyce went home to California in the summer of 2015. He never returned to modeling in New York.

58. In September of 2016, Mr. Kanner informed Mr. Boyce that Soul Artist wanted to part ways with Mr. Boyce. But instead of dissolving the contract, Mr. Kanner said that Mr. Boyce would first have to pay back the “huge debt” he had with Soul Artist.

59. Mr. Boyce’s interactions with Mr. Weber and Mr. Kanner left Mr. Boyce traumatized, terrorized, and in financial distress.

60. Upon information and belief, Mr. Weber has engaged in similar conduct with other male models referred to him by Mr. Kanner and Soul Artist, and Mr. Kanner and Soul Artist are aware of such conduct.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Sexual Harassment and Discrimination by Employment Agency – NYCHRL

(Against All Defendants)

61. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs 1 through 60 as if set forth in full herein.

62. New York City Administrative Code Section 8-107(1)(b) provides that it shall be unlawful discriminatory conduct for “an employment agency or an employee or agent thereof to discriminate against any person because of such person’s actual or perceived...gender...in receiving, classifying, disposing or otherwise acting upon applications for its services...or in referring an applicant or applicants for its services to an employer or employers.”

63. Defendants are “employment agencies” under the NYCHRL because they undertake to procure employees for clients, and/or opportunities to work for models.

64. By the acts and practices described above, including without limitation the referral of Mr. Boyce to Little Bear and to Mr. Weber with the knowledge that Mr. Weber was

likely to engage in hostile and offensive sexual touching of Mr. Boyce, Soul Artist and Mr. Kanner discriminated against Mr. Boyce on the basis of his gender in violation of the NYCHRL.

65. By the acts and practices described above, including without limitation by acting upon his application for their services by engaging in hostile and offensive sexual touching of him, and by implicitly conditioning their referrals to other potential employers on Mr. Boyce acceptance of Mr. Weber's sexual advances, Little Bear and Mr. Weber discriminated against Mr. Boyce on the basis of his gender in violation of the NYCHRL.

66. As a direct and proximate result of the discriminatory, harassing and abusive conduct of Defendants and each of them, Plaintiff suffered extreme mental anguish and humiliation, as well as adverse employment consequences, including loss of future wages, professional opportunities, and other valuable benefits and emoluments of employment.

67. Defendants' conduct was willful and motivated by malice and/or reckless indifference to Mr. Boyce's legal rights, entitling him to an award of punitive damages.

SECOND CAUSE OF ACTION

**Sexual Harassment and Discrimination by Employment Agency – NYSHRL
(Against All Defendants)**

68. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs 1 through 67 as if set forth in full herein.

69. New York Executive Law Section 296.1(b) provides that it shall be unlawful discriminatory conduct for "an employment agency or an employee or agent thereof to discriminate against any person because of such person's actual or perceived...gender...in

receiving, classifying, disposing or otherwise acting upon applications for its services...or in referring an applicant or applicants for its services to an employer or employers.”

70. Defendants are “employment agencies” because they undertake to procure employees for clients, and/or opportunities to work for models.

71. By the acts and practices described above, including without limitation the referral of Mr. Boyce to Little Bear and Mr. Weber with the knowledge that Mr. Weber was likely to engage in hostile and offensive sexual touching of Mr. Boyce, Soul Artist and Mr. Kanner discriminated against Mr. Boyce on the basis of his gender in violation of the NYSHRL.

72. By the acts and practices described above, including without limitation by acting upon his application for their services by engaging in hostile and offensive sexual touching of him, and by implicitly conditioning their referrals to other potential employers on Mr. Boyce’s acceptance of Mr. Weber’s sexual advances, Little Bear and Mr. Weber discriminated against Mr. Boyce on the basis of his gender in violation of the NYSHRL.

73. As a direct and proximate result of the discriminatory, harassing and abusive conduct of Defendants and each of them, Plaintiff suffered extreme mental anguish and humiliation, as well as adverse employment consequences, including loss of future wages, professional opportunities, and other valuable benefits and emoluments of employment.

THIRD CAUSE OF ACTION

Sexual Harassment and Discrimination by Potential Employer – NYCHRL

(Against Defendants Bruce Weber and Little Bear Inc.)

74. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs 1 through 73 as if set forth in full herein.

75. New York City Administrative Code Section 8-107(1)(a) provides that: “It shall be an unlawful discriminatory practice ...[f]or an employer or an employee or agent thereof, because of the actual or perceived ... gender... to refuse to hire...such person...or to discriminate against such person in compensation or in terms, conditions or privileges of employment.”

76. Mr. Weber and Little Bear are employers under the NYCHRL, in that they employ more than four employees and/or independent contractors.

77. Mr. Boyce met with Mr. Weber for the purpose of applying for work as a model for Mr. Weber and Little Bear.

78. Through his “test shoot,” subsequent contacts with Mr. Weber, and appearance at a casting call, Mr. Boyce applied for a modeling job with Little Bear and Mr. Weber.

79. Mr. Boyce was discriminated against and subjected to unwelcome sexual advances by Mr. Weber.

80. Mr. Weber and Little Bear implicitly conditioned employment opportunities for Mr. Boyce on his acceptance of Mr. Weber’s sexual advances.

81. The discrimination and harassment were based upon Mr. Boyce’s sex.

82. Little Bear did not try to prevent the discriminatory and harassing behavior.

83. Little Bear condoned the discriminatory and harassing conduct and did not try to promptly correct the discriminatory and harassing behavior.

84. By the acts and practices described above, including but not limited to the unwelcome and offensive sexual touching; the hostile, intolerable, offensive and abusive environment of the test shoot; and the implicit conditioning of employment on Mr. Boyce’s

acceptance of Mr. Weber's sexual advances, Mr. Weber and Little Bear discriminated against Mr. Boyce on the basis of his gender in violation of the NYCHRL.

85. As a direct and proximate result of the discriminatory, harassing and abusive conduct of Mr. Weber and Little Bear, Plaintiff suffered adverse employment consequences, including loss of future wages, professional opportunities, and other valuable benefits and emoluments of employment, as well as mental anguish and humiliation.

86. Mr. Weber and Little Bear's conduct was willful and motivated by malice and/or reckless indifference to Mr. Boyce's legal rights, entitling him to an award of punitive damages.

FOURTH CAUSE OF ACTION

Sexual Harassment and Discrimination by Potential Employer – NYSHRL

(Against Defendants Bruce Weber and Little Bear Inc.)

87. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs 1 through 86 as if set forth in full herein.

88. New York Executive Law Section 296.1(a) provides that: "It shall be an unlawful discriminatory practice ...[f]or an employer or an employee or agent thereof, because of the actual or perceived ... gender... to refuse to hire...such person...or to discriminate against such person in compensation or in terms, conditions or privileges of employment."

89. Mr. Weber and Little Bear are employers under the NYSHRL, in that they employ more than four employees.

90. Mr. Boyce met with Mr. Weber for the purpose of applying for work as a model for Mr. Weber and Little Bear.

91. Through his "test shoot," subsequent contacts with Mr. Weber, and appearance at a casting call, Mr. Boyce applied for a modeling job with Little Bear and Mr. Weber.

92. Mr. Boyce was discriminated against and subjected to unwelcome sexual advances by Mr. Weber.

93. Mr. Weber and Little Bear implicitly conditioned employment opportunities for Mr. Boyce on his acceptance of Mr. Weber's sexual advances.

94. The discrimination and harassment were based upon Mr. Boyce's sex.

95. The harassment was severe and pervasive.

96. Little Bear did not try to prevent the discriminatory and harassing behavior.

97. Little Bear condoned the discriminatory and harassing conduct and did not try to promptly correct the discriminatory and harassing behavior.

98. By the acts and practices described above, including but not limited to the unwelcome and offensive sexual touching; the hostile, intolerable, offensive and abusive environment of the test shoot; and the implicit conditioning of employment on Mr. Boyce's acceptance of Mr. Weber's sexual advances, Mr. Weber and Little Bear discriminated against Mr. Boyce on the basis of his gender in violation of the NYSHRL.

99. As a direct and proximate result of the discriminatory, harassing and abusive conduct of Mr. Weber and Little Bear, Mr. Boyce suffered mental anguish and humiliation, as well as adverse employment consequences, including loss of future wages, professional opportunities, and other valuable benefits and emoluments of employment.

FIFTH CAUSE OF ACTION

Aiding and Abetting Sexual Harassment and Discrimination – NYCHRL

(Against All Defendants)

100. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs 1 through 99 as if set forth in full herein.

101. New York City Administrative Code Section 8-107(6) makes it “an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this article, or attempt to do so.”

102. Defendants discriminated against Mr. Boyce on the basis of sex in acting on his application for its services and referring him to potential employers.

103. Mr. Boyce was subjected to unwelcome sexual advances by Mr. Weber.

104. Mr. Weber and Little Bear implicitly conditioned employment opportunities for Mr. Boyce on his acceptance of Mr. Weber’s sexual advances.

105. Defendants aided, abetted, and compelled the discrimination against Mr. Boyce on the basis of sex by Mr. Kanner, Soul Artist, Bruce Weber, and Little Bear.

106. Defendants aided, abetted, and compelled the sexual harassment of Mr. Boyce by Mr. Weber.

107. As a direct and proximate result of the discriminatory, harassing and abusive conduct of Defendants and each of them, Mr. Boyce suffered mental anguish and humiliation, as well as adverse employment consequences, including loss of future wages, professional opportunities, and other valuable benefits and emoluments of employment.

108. Defendants’ conduct was willful and motivated by malice and/or reckless indifference to Mr. Boyce’s legal rights, entitling him to an award of punitive damages.

SIXTH CAUSE OF ACTION

Aiding and Abetting Sexual Harassment and Discrimination – NYSHRL

(Against All Defendants)

109. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs 1 through 108 as if set forth in full herein.

110. New York Executive Law Section 296.6 makes it “an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this article, or attempt to do so.”

111. Defendants discriminated against Mr. Boyce on the basis of sex in acting on his application for its services and referring him to potential employers.

112. Mr. Boyce was subjected to unwelcome sexual advances by Mr. Weber.

113. Mr. Weber and Little Bear implicitly conditioned employment opportunities for Mr. Boyce on his acceptance of Mr. Weber’s sexual advances.

114. Defendants aided, abetted, and compelled the discrimination against Mr. Boyce on the basis of sex by Mr. Kanner, Soul Artist, Bruce Weber, and Little Bear.

115. Defendants aided, abetted, and compelled the sexual harassment of Mr. Boyce by Mr. Weber and Little Bear.

116. As a direct and proximate result of the discriminatory, harassing and abusive conduct of Defendants and each of them, Mr. Boyce suffered mental anguish and humiliation, as well as adverse employment consequences, including loss future wages, professional opportunities, and other valuable benefits and emoluments of employment.

SEVENTH CAUSE OF ACTION

Violation of the Trafficking Victims Protection Act – 18 U.S.C. § 1591

(Against Defendant Bruce Weber)

117. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs 1 through 116 as if set forth in full herein.

118. Mr. Weber’s *modus operandi* was to sexually touch, fondle, and/or kiss male models during one-on-one photoshoots, under the guise of directing the photoshoot and/or

otherwise offering creative direction. One of his common practices was to engage in “breathing exercises” with the models.

119. Mr. Weber’s *modus operandi* of using breathing exercises to fondle models’ genitals, and of using his position as the photographer and director of photoshoots to otherwise kiss and touch models, was for the purpose of his own sexual gratification.

120. Mr. Weber recruited and enticed Mr. Boyce by initiating a professional relationship with him, and then inviting him to and/or booking him for a photoshoot and casting call. These invitations aroused hope and desire in Mr. Boyce that he would be successful in the modeling industry.

121. Mr. Weber invited Mr. Boyce to the test shoot, video chats, and casting call, which in itself were things of value for Mr. Boyce.

122. Further, during the test shoot, Weber made material promises and assurances that Mr. Weber could and would help Mr. Boyce’s career if he complied with what Mr. Weber wanted him to do.

123. It was well-known in the industry that all Mr. Weber had to do was choose a particular model for a prominent campaign and that model would achieve immediate success.

124. A one-on-one photography session with Mr. Weber, an audition with Mr. Weber, and a casting call with Mr. Weber were all of considerable value for an aspiring male model. For Mr. Boyce, and any other aspiring male model, any photography session with Mr. Weber was the ultimate opportunity and carried enormous value.

125. At the outset of their professional relationship, Mr. Weber knew that he would make fraudulent and enticing offers for professional opportunities and promises of career

success to Mr. Boyce, which would cause Mr. Boyce to participate in the solo test shoot and comply with the fraudulent breathing exercises therein.

126. At the outset of their professional relationship, Mr. Weber knew that he would engage in the forceful breathing exercise to sexually touch Mr. Boyce.

127. Once he had knowingly enticed Mr. Boyce to appear at the test shoot, Mr. Weber then engaged in a commercial sex act with Mr. Boyce by forcibly and fraudulently fondling his penis for sexual gratification under the fraudulent guise of a breathing exercise- turned-forced-fondling, and in exchange for fraudulent promises of career advancement.

128. Due to Mr. Weber's power and prominence in the industry, Mr. Boyce reasonably relied upon the promises and offers made by Mr. Weber. In fact, Mr. Boyce only accepted the invitations for a test shoot, video chat, and casting call by Mr. Weber because he understood the invitation to be an opportunity for career advancement and commercial gain.

129. Mr. Boyce complied with the fraudulent breathing exercise because he believed it was part of the photoshoot. He believed Mr. Weber that he had to engage in these practices in order not to look "tense" for the photoshoot. He also believed that Weber had the power to blacklist him.

130. Mr. Weber then used his hand to force Mr. Boyce's hand down to Mr. Boyce's genitals, and forced Mr. Boyce to fondle his own genitals with Mr. Weber's hand over Mr. Boyce's. Mr. Weber then forced Mr. Boyce's hand onto Mr. Weber's own genitals. Mr. Boyce was shocked.

131. On information and belief, the combination of the fraudulent breathing exercise and empty promises of career advancement was routinely utilized by Mr. Weber to engage in

sex acts with aspiring models. In fact, Mr. Weber used this precise fraud to engage in commercial sexual acts with multiple male model victims.

132. Mr. Weber intended that his fraud and force cause a sex act to take place, including the fraudulent breathing exercise, sticking his fingers in Mr. Boyce's mouth, and kissing Mr. Boyce.

133. Mr. Weber's promises were made in relation to the male modeling industry, which affects interstate commerce.

134. Mr. Weber's exchange of modeling opportunities both real and fraudulent in exchange for sex acts has a substantial effect on interstate commerce.

135. As a result of Defendant Bruce Weber's heinous and willful conduct, Mr. Boyce is entitled to compensatory damages, punitive damages, attorney's fees, costs, and all other appropriate relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court grant the following relief against the Defendants:

1. On the First Cause of Action, enter judgment against all Defendants, and an award of compensatory damages, damages for emotional distress, punitive and/or exemplary damages, in an amount to be determined at trial by the jury, plus attorney's fees incurred in this action, pre and post judgment interest, and further relief as this Court deems just, equitable and proper;
2. On the Second Cause of Action, enter judgment against all Defendants, and an award

of compensatory damages and damages for emotional distress, in an amount to be determined at trial by the jury, plus attorney's fees incurred in this action, pre and post judgment interest, and further relief as this Court deems just, equitable and proper;

3. On the Third Cause of Action, enter judgment against Defendants Bruce Weber and Little Bear Inc., and an award of compensatory damages, damages for emotional distress, punitive and/or exemplary damages, in an amount to be determined at trial by the jury, plus attorney's fees incurred in this action, pre and post judgment interest, and further relief as this Court deems just, equitable and proper;

4. On the Fourth Cause of Action, enter judgment against Defendants Bruce Weber and Little Bear Inc., and an award of compensatory damages and damages for emotional distress, in an amount to be determined at trial by the jury, plus attorney's fees incurred in this action, pre and post judgment interest, and further relief as this Court deems just, equitable and proper;

5. On the Fifth Cause of Action, enter judgment against all Defendants, and an award of compensatory damages, damages for emotional distress, punitive and/or exemplary damages, in an amount to be determined at trial by the jury, plus attorney's fees incurred in this action, pre and post judgment interest, and further relief as this Court deems just, equitable and proper;

6. On the Sixth Cause of Action, enter judgment against all Defendants, and an award of compensatory damages and damages for emotional distress, in an amount to be determined at trial by the jury, plus attorney's fees incurred in this action, pre and post judgment interest, and further relief as this Court deems just, equitable and proper;

7. On the Seventh Cause of Action, enter judgment against Defendant Bruce Weber, and an award of compensatory damages, damages for emotional distress, punitive and/or exemplary damages, in an amount to be determined at trial by the jury, plus attorney's fees

incurred in this action, pre and post judgment interest, and further relief as this Court deems just, equitable and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury as to all claims for monetary damages.

Dated: New York, NY
December 21, 2018

Respectfully submitted,

THE BLOOM FIRM

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