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Joshua Macciello

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

GLOBAL ASCENSION STUDIOS, LLC, a
Nevada limited liability company; JOSHUA
MACCIELLO, an individual,

Plaintiffs,

vs.

HIGH RISK COMMERCE LLC, a Florida
limited liability company; SALT MONEY,
INC., a Florida corporation; MICHAEL
SHVARTSMAN, an individual; MICHAEL G.
PARK, an individual; and DOES 1 through 20,
inclusive,

Defendants.

Case No. **26STCV26081**

Unlimited Civil Case

COMPLAINT FOR:

- 1) Breach of Contract (Confidentiality)**
- 2) Breach of Contract (Non-Disparagement)**
- 3) Breach of Contract (Non-Circumvention)**
- 4) Intentional Interference with Contractual Relations**
- 5) Intentional Interference with Prospective Economic Advantage**
- 6) Fraud / Intentional Misrepresentation**
- 7) Intentional Infliction of Emotional Distress**
- 8) Violation of Business & Professions Code § 17200**
- 9) Civil Conspiracy**
- 10) Civil Extortion**

Plaintiffs GLOBAL ASCENSION STUDIOS, LLC (“Global Ascension”) and JOSHUA MACCIELLO (“Macciello”) (collectively, “Plaintiffs”) allege as follows against Defendants HIGH RISK COMMERCE LLC (“High Risk”), SALT MONEY, INC. (“Salt”), MICHAEL SHVARTSMAN (“Shvartsman”), MICHAEL G. PARK (“Park”), and DOES 1 through 20, inclusive (collectively, “Defendants”):

PARTIES

1. Plaintiff Global Ascension is, and at all relevant times was, a limited liability company organized and existing under the laws of the State of Nevada, and conducting business in the State of California.

2. Plaintiff Macciello is, and at all relevant times was, an individual residing in Los Angeles, California, and is the President and Manager of Global Ascension, and a personal guarantor under the Agreement described below.

3. Defendant High Risk is, upon information and belief, a limited liability company organized and existing under the laws of the State of Florida, conducting business nationwide, including California.

4. Defendant Salt is, upon information and belief, a limited liability company organized and existing under the laws of the State of Florida, conducting business nationwide, including California.

5. Defendant Shvartsman is, upon information and belief, a resident of Canada, and an individual who at all relevant times acted as the Manager and/or a principal and/or alter-ego of High Risk and Salt, and executed the Agreement on High Risk's behalf, and personally participated in the wrongful conduct alleged herein, including communications demanding that Plaintiffs surrender an ownership interest in Global Ascension, demanding accelerated payment of sums not then due under the Agreement, threatening to interfere with and harm the projects of Global Ascension, and the life of Macciello, aside from threat of reputational, financial, or other harm. Shvartsman's actions were undertaken against California residents.

6. Defendant Park is, upon information and belief, an individual who at all relevant times acted as a representative and/or principal of High Risk and Salt, and personally participated in the extortionate conduct alleged herein, including communications demanding that Plaintiffs surrender an ownership interest in Global Ascension, demanding accelerated payment of sums not then due under the Agreement, threatening to interfere with and harm the projects of Global Ascension, and the life of Macciello, aside from threat of reputational, financial, or other harm. Park's actions were undertaken against California residents.

1 7. None of Defendants' conduct as alleged herein was shielded by litigation privilege (Civil
2 Code § 47(b)) and/or settlement-communication protections (Evid. Code §§ 1152, 1119). Plaintiffs
3 allege that no such privilege applies to the conduct described herein, particularly as to conduct
4 arising out of extortion as a matter of law, including threat of reputational, financial, or other harm,
5 within the meaning of Penal Code §§ 518-523, which is not privileged.

6 8. Plaintiffs are informed and believe, and on that basis allege, that at all relevant times each
7 Defendant was the agent, employee, partner, joint venturer, alter ego, and/or co-conspirator of each
8 of the remaining Defendants, and in doing the things alleged herein, was acting within the course
9 and scope of that relationship, with the knowledge, consent, and/or ratification of each other
10 Defendant.

11 9. The true names and capacities, whether individual, corporate, associate, or otherwise, of
12 Defendants sued herein as DOES 1 through 20, inclusive, are unknown to Plaintiffs, who therefore
13 sue these Defendants by fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs are
14 informed and believe, and on that basis allege, that each DOE Defendant is in some manner legally
15 responsible for the events and injuries alleged herein. Plaintiffs will amend this Complaint to allege
16 the true names and capacities of DOE Defendants when ascertained.

17 18 **JURISDICTION AND VENUE**

19 10. This Court has subject-matter jurisdiction over this action because the amount in
20 controversy exceeds this Court's jurisdictional minimum, and because Plaintiffs are informed and
21 believe Defendants conducted business and committed tortious acts within the State of California,
22 and against California entities and persons, in connection with the events alleged herein, and that
23 Defendants practice business nationwide, including California, directly and/or through agents.

24 11. Venue is proper in this County pursuant to Code of Civil Procedure § 395 because, the
25 Agreement provides for venue in Los Angeles, California, with Nevada law. Plaintiffs allege that
26 the tort causes of action herein also arise from Defendants' independent extra-contractual conduct
27 against California residents, including threats, extortion, and interference occurring after and
28 separate from the Agreement's execution.

1 **ALTER EGO ALLEGATIONS**

2 12. As detailed below, High Risk and Salt are alter egos of Shvartsman.

3 13. There exists, and at all times herein mentioned existed, a unity of interest and ownership
4 between High Risk and Salt, on the one hand, and Shvartsman, on the other hand, such that any
5 individuality and separateness between High Risk, Salt, and Shvartsman ceased to exist. Upon
6 information and belief, Shvartsman is the sole shareholder, officer and director of each of High risk
7 and Salt. Upon information and belief, High Risk and Salt have no other shareholders. Upon
8 information and belief, Shvartsman utilized High Risk and Salt as mere shells, instrumentalities
9 and/or conduits for his personal businesses whereby Shvartsman personally enjoys any revenue
10 from High Risk and Salt. Upon information and belief, Shvartsman dominated, controlled,
11 managed and operated High Risk and Salt. Upon information and belief, Shvartsman commingled
12 personal and corporate funds or assets, used corporate assets or funds for personal use, treated
13 corporate assets as personal assets. Upon information and belief, adherence to the fiction of the
14 separate existence of High Risk and Salt as entities distinct from Shvartsman would permit an abuse
15 of the corporate privilege and promote injustice and an and inequitable result. Upon information
16 and belief, Shvartsman uses High Risk and Salt to receive monies for Shvartsman's personal
17 services and use. Upon information and belief, when it suits Shvartsman, he will transfer corporate
18 funds to himself and/or use those monies for his personal expenditures. Conversely, upon
19 information and belief, when it suits Shvartsman, he will keep monies parked in High Risk and Salt
20 to shield those assets from his personal creditors.

21
22 **GENERAL ALLEGATIONS**

23 14. On or about August 22, 2024, Global Ascension, as Borrower, entered into a Loan
24 Agreement (the "Agreement") with High Risk, as Lender, and Shvartsman as its principal and alter-
25 ego, pursuant to which Global Ascension received the principal sum of \$425,000 (the "Loan") in
26 connection with Global Ascension's documentary film project concerning President Donald J.
27 Trump (the "Project"), and "for the benefit of the Borrower." (Paragraph 1).

1 15. Macciello and another third-party signed as guarantors, primarily for the purpose of
2 ensuring the film would be produced.

3 16. Under the Agreement, the Loan was to be repaid in the amount of \$531,250 on or before
4 August 20, 2025 (the “Due Date”). Paragraph 9 of the Agreement provides that any default is
5 subject to a mandatory twenty-five (25) business-day cure period following written notice from the
6 non-defaulting party.

7 17. Paragraph 2 of the Agreement expressly excludes the Project itself, and any film involving
8 Borrower, from the collateral securing the Loan.

9 18. Paragraph 10 of the Agreement, under Representations and Warranties, provides
10 “there is no claims of moral turpitude, pending or to their knowledge threatened, against the Parties,
11 respectively, which has or the adverse determination of which would be likely to have, a material
12 adverse effect on the Parties and their obligations under this Agreement, or limit, diminish, or
13 infringe upon the rights herein.”

14 19. At no time prior to executing the Agreement did Defendants inform Plaintiffs that
15 Shvartsman had a significant matter of moral turpitude pending, or that he had pled guilty to 12
16 counts of felony charges, including securities fraud and money laundering for insider trading for
17 using confidential, nonpublic information about the 2021 merger between Digital World
18 Acquisition Corp. (DWAC) and Donald Trump’s Trump Media & Technology Group (“Trump
19 Media Transaction”) before it was announced publicly, or that he was engaging in the Agreement to
20 obtain a favor or a pardon – all matters which were significant and relevant to Plaintiffs’ production
21 of the documentary film project on President Donald J. Trump with the President’s family,
22 Plaintiffs’ relationships, the Mar-a-Lago Premier of the documentary, or inclusion of High Risk and
23 Shvartsman in back-end interest in the Project.

24 20. Had Plaintiffs known of the breach of the morality clause, Plaintiffs would not have,
25 amongst other things, engaged with Defendants, nor provided High Risk and Shvartsman back-end
26 interest in the Project alongside other interest holders.

27 21. Paragraph 12 of the Agreement (“Confidentiality”) obligates the parties not to divulge,
28 during the term of the Agreement or thereafter, in perpetuity, any Confidential Information received

1 from the other party, including the terms of the Agreement itself, to any person, firm, or company
2 without written consent, other than to their accountants, attorneys, or members.

3 22. Paragraph 13 of the Agreement (“Non-Circumvention”) prohibits the parties from directly
4 or indirectly contacting, soliciting, or communicating with any individual, entity, or brand
5 introduced to one party by the other.

6 23. Paragraph 14 of the Agreement (“Non-Disparagement”) prohibits the parties from making
7 any defamatory, disparaging, or derogatory remarks concerning the other, including any allegation
8 of illegal, immoral, unethical, or improper conduct.

9 24. All these terms of Paragraph 10 to 14 survived the termination of the Agreement.

10 25. The documentary on President Donald J. Trump was completed, and premiered at Mar-a-
11 Lago in October 23, 2024, with President Donald J. Trump in attendance. On the evening of the
12 Premiere, Shvartsman, on behalf of himself and Defendants, for the first time disclosed to Plaintiffs
13 and another party that the reason he had loaned the funds to Global Ascension was because of his
14 felony acts, and that he was hoping his participation would enable him to get a pardon, thus
15 confirming and disclosing that when Shvartsman, as the principal and alter-ego of High Risk
16 entered into the Agreement, he knew his representations and warranties were false, and that he had
17 fraudulently induced Plaintiffs to enter into the Agreement with him, including providing him and
18 High Risk back-end interest into the Project.

19 26. The reality was that prior to loaning the funds to Global Ascension, Shvartsman had pled
20 guilty to insider trading on the Trump Media Transaction, and by October 17, 2024, there was a
21 Judgement on a Criminal Case against him with specific terms of compliance. None of this had
22 been disclosed to Plaintiffs prior to his involvement in the Project, or his invitation and attendance
23 at the Premier event at Mar-a-Lago – jeopardizing, amongst other things, Global Ascension’s and
24 Macciello’s relationship with the President’s family, and those associated with them, and providing
25 back-end interest in the Project.

26 27. Further, that same evening, in contravention of the Agreement, Shvartsman and his agents
27 arranged meetings with Global Ascension’s and Macciello’s contacts and stars in the Project, and
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1 circumvented them for his and Defendants,' and their agents' benefits and dealings, to the detriment
2 of Plaintiffs.

3 28. Notwithstanding the provisions of the Agreement, and before the Project had been released
4 or generated any revenue, the day after the Premier, October 24, 2024, Defendants and their agents
5 and DOES 1-10, conspiring together, began making demands on Plaintiffs for payment, control,
6 and information far exceeding anything to which Defendants and their agents, including DOES 1-
7 10, were entitled under the Agreement, including demands for (a) copies of Global Ascension's
8 operating agreements; and (b) bank records maintained for Global Ascension's benefits, (c) interest
9 in the limited liability company of Global Ascension and its future projects, and (d) accelerated
10 payment of the Loan by noon that day, even though the repayment was not due until at least 9
11 months later in August 2025, and engaging in further usury and extortion. Defendants and their
12 agents, including DOES 1-10 also threatened to harm Global Ascension, Macciello, the Project,
13 those associated with them, and any projects involving them, and all conspired together to do the
14 same.

15 29. In connection with these demands, Defendants, and each of them, engaged in a pattern of
16 threats, harassment, and intimidation directed at Global Ascension and Macciello and other
17 individuals associated with Global Ascension and the Project, including threats to Macciello's
18 physical safety, his personal and professional reputation and that of Global Ascension, and the
19 viability of the Project itself, threats made in writing and by other means, including in and around
20 the correspondence exchanged between the parties' in October 2024, and communicated to
21 Macciello and other Studio representatives, made for the purpose of coercing Plaintiffs into paying
22 sums, and/or surrendering control or an ownership interest in Global Ascension, to which
23 Defendants and their agents, including DOES 1-10, were not contractually entitled to, and on which
24 they co-conspired.

25 30. On information and belief, Defendants made false, disparaging and defamatory statements
26 concerning Plaintiffs, including false accusations that Plaintiffs engaged in illegal, immoral,
27 unethical, or improper conduct in breach of Paragraph 14 of the Agreement.

31. On information and belief, Defendants directly or indirectly contacted, solicited, and/or communicated with individuals, entities, and/or brands introduced to Defendants by Plaintiffs in connection with the Project in breach of Paragraph 13 of the Agreement.

32. On information and belief, Defendants circumvented Plaintiffs, interfered with their relationships and contracts.

33. As a direct and proximate result of Defendants' threats, harassment, and coercive demands, Macciello made certain statements and/or purported to agree to modify the terms of the Agreement or to take actions beyond what the Agreement required as to Defendants and their co-conspirators. Plaintiffs allege that any such statements or purported modifications were made under duress and coercion, were not the product of Macciello's free will, and are void and unenforceable. As a result of Defendants' fraudulent inducement, Plaintiffs gave High Risk and Shvartsman back-end interest in the Project. Further, as a result of Defendants' conduct and behavior, and that of their agents and co-conspirators, Plaintiffs suffered damages.

34. Defendants' and their agents,' including DOES 1-10's conduct, as co-conspirators, as alleged herein, was undertaken with the intent to extract payments, concessions, and/or an ownership or controlling interest in Global Ascension or its projects to which Defendants, their agents, including DOES 1-10, and their co-conspirators had no legal entitlement, under threat of exposing Plaintiffs and the Project to reputational, financial, and personal harm.

FIRST CAUSE OF ACTION

Breach of Contract (Confidentiality – Agreement)

(Against Defendants High Risk Commerce LLC and Shvartsman)

35. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 34 above as though fully set forth herein.

36. The Agreement is a valid and enforceable contract between Global Ascension and Defendants High Risk and Shvartsman.

1 37. Plaintiffs performed all obligations owed to High Risk and Shvartsman under the
2 Agreement, except to the extent any such performance was excused, prevented, or made impossible
3 by Defendants' own conduct.

4 38. High Risk and Shvartsman breached Paragraph 12 of the Agreement by disclosing
5 Confidential Information to third parties without Plaintiffs' written consent.

6 39. As a direct and proximate result of High Risk's and Shvartsman's breach, Plaintiffs have
7 suffered damages in an amount to be proven at trial, but believed to exceed the jurisdictional
8 minimum of this Court.

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10 **SECOND CAUSE OF ACTION**

11 **Breach of Contract (Non-Disparagement – Agreement)**

12 *(Against Defendants High Risk Commerce LLC and Shvartsman)*

13 40. Plaintiffs reallege and incorporate by reference each and every allegation set forth in
14 paragraphs 1 through 39 above as though fully set forth herein.

15 41. The Agreement is a valid and enforceable contract between Global Ascension and
16 Defendants High Risk and Shvartsman.

17 42. Plaintiffs performed all obligations owed to Defendants High Risk and Shvartsman under
18 the Agreement, except to the extent any such performance was excused, prevented, or made
19 impossible by Defendants' own conduct.

20 43. High Risk and Shvartsman breached Paragraph 14 of the Agreement by making defamatory,
21 disparaging, and derogatory statements concerning Plaintiffs.

22 44. As a direct and proximate result of High Risk's and Shvartsman's breach, Plaintiffs have
23 suffered damages, including harm to reputation and business relationships, in an amount to be
24 proven at trial.

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1 **THIRD CAUSE OF ACTION**

2 **Breach of Contract (Non-Circumvention – Agreement)**

3 *(Against Defendants High Risk Commerce LLC and Shvartsman)*

4 45. Plaintiffs reallege and incorporate by reference each and every allegation set forth in
5 paragraphs 1 through 44 above as though fully set forth herein.

6 46. The Agreement is a valid and enforceable contract between Global Ascension Defendants
7 High Risk and Shvartsman.

8 47. Plaintiffs performed all obligations owed to High Risk and Shvartsman under the
9 Agreement, except to the extent any such performance was excused, prevented, or made impossible
10 by Defendants' own conduct.

11 48. High Risk and Shvartsman breached Paragraph 13 of the Agreement by directly or
12 indirectly contacting, soliciting, and/or communicating with individuals, entities, and/or brands
13 introduced to it by Plaintiffs.

14 49. As a direct and proximate result of High Risk's and Shvartsman's breach, Plaintiffs have
15 suffered damages, in an amount to be proven at trial.

16
17 **FOURTH CAUSE OF ACTION**

18 **Intentional Interference with Contractual Relations**

19 *(Against All Defendants)*

20 50. Plaintiffs reallege and incorporate by reference each and every allegation set forth in
21 paragraphs 1 through 49 above as though fully set forth herein.

22 51. At all relevant times, Plaintiffs had one or more valid, existing contracts with third parties in
23 connection with the Project.

24 52. Defendants and their agents, including DOES 1-10, knew of the existence of these
25 contractual relationships.

26 53. Defendants and their agents, including DOES 1-10, engaged in intentional and wrongful
27 acts designed to induce a breach or disruption of these contractual relationships, including the
28 threats, extortionate demands, and disparaging statements alleged above.

54. As a direct and proximate result of Defendants' and their agents', including DOES 1-10's, conduct, and each of them, Plaintiffs' contractual relationships were actually breached or disrupted, and Plaintiffs suffered damages in an amount to be proven at trial.

55. Defendants' and their agents, including DOES 1-10's, conduct was undertaken with malice, oppression, and/or fraud, entitling Plaintiffs to an award of punitive damages pursuant to Civil Code § 3294.

FIFTH CAUSE OF ACTION

Intentional Interference with Prospective Economic Advantage

(Against All Defendants)

56. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 55 above as though fully set forth herein.

57. Plaintiffs had an economic relationship with one or more third parties, which probably would have resulted in future economic benefit to Plaintiffs.

58. Defendants and their agents, including DOES 1-10, knew of the existence of these relationships.

59. Defendants and their agents, including DOES 1-10, engaged in wrongful conduct, independent of any breach of the Agreement, including extortionate threats in violation of Penal Code §§ 518-523, and disparaging statements, designed to disrupt this relationship.

60. The relationship was actually disrupted, and Plaintiffs suffered damages as a direct and proximate result, in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

Fraud / Intentional Misrepresentation

(Against All Defendants)

61. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 60 above as though fully set forth herein.

62. In or about August 2024 Defendants represented to Plaintiffs, amongst other things, that High Risk and Shvarrtzman, as alter egos of each other, have no claims of moral turpitude against them, which representation was false, as alleged herein.

63. Defendants and their agents, including DOES 1-10, knew these representations were false when made, or made it recklessly and without regard for its truth.

64. Defendants and their agents, including DOES 1-10, made these representations with the intent to induce Plaintiffs' reliance to enter into the Agreement and to provide High Risk and Shvartsman with back-end points/interest in the Project.

65. Plaintiffs reasonably and justifiably relied on Defendants' and their agents', including DOES 1-10's, representation.

66. As a direct and proximate result of Plaintiffs' reliance, Plaintiffs suffered damages in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against All Defendants)

67. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 66 above as though fully set forth herein.

68. Defendants' and their agents', including DOES 1-10's, and their co-conspirators' conduct as alleged herein, including threats to Macciello's life, safety, reputation, and the Project, made to coerce payment and/or surrender of ownership or control of Global Ascension – was extreme and outrageous, and exceeded all bounds of conduct tolerated in a civilized society.

69. Defendants and their agents, including DOES 1-10, and their co-conspirators engaged in this conduct with the intent to cause Macciello severe emotional distress, or with reckless disregard of the probability that such conduct would cause severe emotional distress.

70. As a direct and proximate result of Defendants' and their agents,' including DOES 1-10's, conduct, including their co-conspirators, Macciello suffered severe emotional distress.

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Business & Professions Code § 17200 et seq.**

3 *(Against All Defendants)*

4 71. Plaintiffs reallege and incorporate by reference each and every allegation set forth in
5 paragraphs 1 through 70 above as though fully set forth herein.

6 72. Defendants' and their agents,' including DOES 1-10's and their co-conspirators' conduct, as
7 alleged herein constitutes unlawful, unfair, and/or fraudulent business practices within the meaning
8 of Business & Professions Code § 17200 et seq., including conduct constituting extortion within the
9 meaning of Penal Code §§ 518-523, and breach of the Agreement's Confidentiality, Non-
10 Disparagement, and Non-Circumvention provisions and breach of morality provision.

11 73. As a direct and proximate result of Defendants,' and their agents,' including DOES 1-10's,
12 and co-conspirators' unlawful, unfair, and/or fraudulent conduct, Plaintiffs have suffered injury in
13 fact and lost money or property.

14 74. Plaintiffs seek restitution, injunctive relief enjoining Defendants,' and their agents,'
15 including DOES 1-10's from continuing such conduct, and any other relief available under
16 Business & Professions Code § 17203.

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18 **NINTH CAUSE OF ACTION**

19 **Civil Conspiracy**

20 *(Against All Defendants)*

21 75. Plaintiffs reallege and incorporate by reference each and every allegation set forth in
22 paragraphs 1 through 74 above as though fully set forth herein.

23 76. Beginning on or about August 2024, and continuing thereafter, Defendants High Risk, Salt,
24 Shvartsman, and Park, and each of them, with their agents, including DOES 1-10, agreed and
25 conspired among themselves and with third party agents and representatives and co-conspirators, to
26 accomplish an unlawful purpose, and/or a lawful purpose by unlawful means, namely, to coerce
27 Plaintiffs, through extortionate threats and demands in violation of Penal Code §§ 518-523, into
28 surrendering an ownership or controlling interest in Global Ascension and the Project and make

1 accelerated payment on the Loan to which Defendants had no legal or contractual right, and to
2 interfere with Plaintiffs' contractual and prospective economic relationships, defraud Plaintiffs, and
3 inflict severe emotional distress on Macciello and threaten his life, as more fully alleged in the
4 Fourth through Seventh Causes of Action above. As a direct result of Defendants' threats, amongst
5 other things, Plaintiffs made accelerated payments and promises to give interest in Global
6 Ascension and Project to Defendants agents and DOES 1-10, and their co-conspirators, and agreed
7 to provide shares in the Global Ascension entity and made accelerated payments.

8 77. Each Defendant, and their agents, including DOES 1-10, was aware that the other
9 Defendants, and their agents, including DOES 1-10, intended to commit, and did commit, the
10 wrongful acts alleged herein, and each Defendant, and their agents, including DOES 1-10, intended
11 to, and did, aid, encourage, and assist in the commission of those wrongful acts in furtherance of the
12 conspiracy's common design. On information and belief, to the extent any of the Defendants, or
13 their agents and DOES 1-10 happened to also be attorneys, they stepped outside the scope of
14 legitimate legal representation and became active, knowing participants in the extortionate scheme
15 alleged herein, in concert with Defendants, and their and their agents, including DOES 1-10

16 78. In furtherance of the conspiracy, Defendants, and their agents, including DOES 1-10, and
17 each of them, committed the overt and wrongful acts alleged throughout this Complaint, including
18 without limitation: (a) sending and participating in the extortionate demands described in
19 paragraphs 21 through 25; (b) interfering with Plaintiffs' contractual and prospective economic
20 relationships as alleged in the Fourth and Fifth Causes of Action; (c) making the false
21 representations alleged in the Sixth Cause of Action; and (d) engaging in the extreme and
22 outrageous conduct alleged in the Seventh Cause of Action.

23 79. As a direct and proximate result of the conspiracy and the wrongful acts committed in
24 furtherance of it, Plaintiffs have suffered damages in an amount to be proven at trial, including but
25 not limited to financial losses, harm to business and contractual relationships, and severe emotional
26 distress suffered by Macciello.

27 80. Because each co-conspirator, and their agents, including DOES 1-10, is jointly and severally
28 liable for the acts of every other co-conspirator, and their agents, including DOES 1-10, committed

1 in furtherance of the conspiracy, Plaintiffs are entitled to recover the full amount of their damages
2 from any and all Defendants, and their agents, including DOES 1-10, regardless of which
3 Defendant or their and their agents, including DOES 1-10, personally performed any given
4 wrongful act.

5 81. Defendants,' and their agents,' including DOES 1-10's conduct as alleged herein was
6 undertaken with malice, oppression, and/or fraud, entitling Plaintiffs to an award of punitive
7 damages pursuant to Civil Code § 3294.

8 9 **TENTH CAUSE OF ACTION**

10 **Civil Extortion**

11 *(Against All Defendants)*

12 82. Plaintiffs reallege and incorporate by reference each and every allegation set forth in
13 paragraphs 1 through 81 above as though fully set forth herein.

14 83. Defendants, and their agents, including DOES 1-10, and their co-conspirators, and each of
15 them, threatened to accuse Plaintiffs and/or persons associated with Plaintiffs of a crime, to expose
16 or impute to them a disgrace, or reputational harm, and/or to injure Plaintiffs' person, property,
17 business, or the Project, within the meaning of Penal Code § 519, including by threats.

18 84. Defendants, and their agents, including DOES 1-10, and each of them, made these threats
19 with their agents and co-conspirators with the specific intent to obtain money, property, and/or
20 concessions from Plaintiffs to which Defendants had no legal or contractual rights.

21 85. Defendants,' and their agents,' including DOES 1-10's threats and demands would cause,
22 and did cause, a reasonable person in Plaintiffs' position to be coerced. As a direct result of
23 Defendants,' and their agents' and co-conspirators threats, including DOES 1-10, amongst other
24 things, Plaintiffs agreed to provide interest in the Global Ascension entity and make accelerated
25 payments to Defendants, and their agents and co-conspirators, including DOES 1-10.

26 86. As a direct and proximate result of Defendants,' and their agents,' including DOES 1-10's
27 extortionate conduct, Plaintiffs have suffered damages in an amount to be proven at trial, including
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1 but not limited to the value of any money paid, property surrendered, or concessions extracted,
2 together with consequential damages and severe emotional distress suffered by Macciello.

3 87. Defendants' and their agents' and co-conspirators' conduct, including DOES 1-10, as
4 alleged herein was undertaken with malice, oppression, and/or fraud, entitling Plaintiffs to an award
5 of punitive damages pursuant to Civil Code § 3294.

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7 **PRAYER FOR RELIEF**

8 WHEREAS, Plaintiffs pray for judgment against Defendants and Does 1-20, and each of
9 them, as follows:

- 10 1. For compensatory damages according to proof;
11 2. For the contractual penalty equal to seventy-five percent (75%) of gross profit under
12 Paragraph 13 of the Agreement, according to proof;
13 3. For a preliminary and permanent injunction restraining Defendants from further extortionate
14 demands, threats, harassment, disparagement, and circumvention;
15 4. For restitution and injunctive relief pursuant to Business & Professions Code § 17203;
16 5. For punitive and exemplary damages pursuant to Civil Code § 3294, according to proof;
17 6. For pre-judgment and post-judgment interest as allowed by law;
18 7. For attorneys' fees and costs of suit to the extent recoverable by contract or statute;
19 8. For such other and further relief as the Court deems just and proper.

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21 Date: August 18, 2026

LENSKY LAW FIRM

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24 ARTHUR L. LENSKY

25 Attorneys for Plaintiffs, Global Ascension Studios,
26 LLC and Joshua Macciello