

**NEW YORK STATE SUPREME COURT
NEW YORK COUNTY**

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 :
 JULIA ORMOND, :
 :
 Plaintiff, :
 :
 v. :
 :
 HARVEY WEINSTEIN, CREATIVE ARTISTS :
 AGENCY, LLC, THE WALT DISNEY :
 COMPANY, MIRAMAX HOLDING CORP. :
 and MIRAMAX FILM NY, LLC f/k/a :
 MIRAMAX FILM CORP., :
 :
 Defendants. :
 :
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Index No. _____

Plaintiff designates
NEW YORK COUNTY
as the place of trial


SUMMONS

The basis of the venue is:
C.P.L.R. § 503(a)

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 inconvenience relief demanded in the Complaint.

Dated: October 4, 2023
New York, New York

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COMPLAINT

Plaintiff Julia Ormond (“Plaintiff” or “Ormond”) by her undersigned counsel, for her complaint against Harvey Weinstein (“Weinstein”), Creative Artists Agency, LLC (“CAA”), The Walt Disney Company (“Disney”), Miramax Holding Corp., and Miramax Film NY, LLC f/k/a Miramax Film Corp. (“Miramax”) (collectively “Defendants”), alleges as follows:

PRELIMINARY STATEMENT

1. The #MeToo movement has unequivocally demonstrated the horrors experienced by so many women who aspired to become Hollywood stars. This case demonstrates, however, that even those who have reached the highest level of the film industry are not immune.
2. By the mid-1990s, Julia Ormond had secured multiple leading roles in major films, acting opposite some of the most famous actors in the world. She was featured in leading newspapers and magazines. She had representation from the most influential talent agents at CAA. And with the help of those agents, she signed a film production deal with Miramax, the prominent studio owned by Disney, which had made some of the most significant films of the era.

3. What Ormond did not know is that Miramax's Co-chairman, Harvey Weinstein, was a sexual predator who systematically targeted the women actors he encountered, whether they were trying to break into the film business or, like Ormond, had already enjoyed great success. But the men at CAA who represented Ormond knew about Weinstein. So too did Weinstein's employers at Miramax and Disney. Brazenly, none of these prominent companies warned Ormond that Weinstein had a history of assaulting women because he was too important, too powerful, and made them too much money.

4. And so, in December 1995, while her career was peaking, Julia Ormond became yet another victim of Harvey Weinstein's depravity. She and Weinstein were supposed to have a business dinner to discuss a project that Ormond had been trying to get Weinstein to follow up on for weeks. At the dinner, Weinstein refused to discuss business matters and kept changing the subject. Finally, following dinner, Weinstein said he would only discuss the project back at the apartment Miramax had provided for Ormond as part of their first-look deal with her. Her defenses down because she had consumed several drinks, and wanting to finally get to what she thought was the purpose of their meeting, Ormond agreed to have Weinstein come back to her apartment. Soon after, Weinstein stripped naked and forced her to perform oral sex on him.

5. That sexual assault on Ormond could have been prevented if Miramax or Disney had properly supervised Weinstein and not retained him while knowing that he was a danger to the women he encountered at work. Likewise, had CAA fulfilled its legal duties to Ormond to look out for her well-being, to not place her in danger, and to warn her about Weinstein's predations, Ormond would not have been in a position to be victimized by Harvey Weinstein. Not only did CAA fail to meet those basic obligations, but it compounded the damage once Ormond told her CAA agents, Bryan Lourd ("Lourd") and Kevin Huvane ("Huvane"), what Weinstein had

done to her. Rather than take Ormond's side and advocate for her interest, they suggested that if she reported Weinstein to the authorities, she would not be believed, and he would seriously damage her career. Still worse, not long after Weinstein's assault on Ormond and her reporting of the assault to them, CAA lost interest in representing her, and her career suffered dramatically.

6. CAA, Miramax, and Disney continued to handsomely profit from their close association with Harvey Weinstein for many years after Ormond was assaulted by him and then cast aside by Hollywood. But the damage to Ormond—and so many other women Harvey Weinstein went on to rape, assault, and harass—has yet to be fully understood.

PARTIES

7. Ormond is a 58-year-old woman. She is a citizen of the United Kingdom.

8. Defendant Harvey Weinstein is, on information and belief, a citizen of New York and presently is incarcerated at the Mohawk Correctional Facility in Rome, New York. He is a former Co-chairman of Miramax and was co-employed by Disney.

9. Defendant Creative Artists Agency, LLC ("CAA") is a Delaware limited liability company with its principal place of business in the County of Los Angeles, State of California. CAA is a leading entertainment talent agency and represents many artists and professionals working in film, television, and theatre. CAA served as Ormond's sole talent agent in the United States from about early 1995 until early 1999. In that capacity, CAA had the exclusive authority and responsibility to procure employment and engagements for Ormond in the film and television industry in the United States and to negotiate the terms of such employment and engagements.

10. Miramax Film NY, LLC is a New York corporation with its principal place of business in Santa Monica, California. On information and belief, in 2010, Miramax Film NY, LLC merged with and assumed all liabilities of Miramax Film Corp., which was one of the

Miramax entities that employed Harvey Weinstein or for which Harvey Weinstein acted as an officer or director. Miramax Film Corp. at all relevant times herein was a subsidiary of The Walt Disney Company. Miramax Holding Corp., Miramax Film NY, LLC, and/or Miramax Film Corp. are collectively referred to herein as “Miramax.”

11. Defendant The Walt Disney Company (“Disney”) is a Delaware corporation with its principal place of business located in Burbank, California.

12. Miramax Film Corp., Disney, and Harvey Weinstein entered into two employment agreements effective for the periods 1993 to 1995 and 1995 to 1999.¹ Miramax and Disney jointly had the power to hire and fire Harvey Weinstein, set his pay, and control his work conditions.

13. On information and belief, during the relevant period Disney exercised oversight and control over Miramax and Harvey Weinstein, including, but not limited to: paying Miramax’s employees; controlling Miramax’s budget; approving (or vetoing) requests for increased film budgets for Miramax; auditing Miramax’s books; and reviewing, approving, and paying the business expenses of Miramax.

JURISDICTION AND VENUE

14. This Court has jurisdiction over this matter pursuant to New York Civil Practice Laws and Rules (“CPLR”) § 301.

15. Venue is proper in New York County pursuant to CPLR § 503(a) because a substantial part of the events giving rise to the claim occurred in New York County.

¹ See *Doe v. Weinstein*, 2018 ONSC 2122 (Can. Ont. S.C.J. Mar. 19, 2018), <http://canlii.ca/t/hrg30>.

FACTS

I. Background Regarding Harvey Weinstein, Miramax, and Disney

16. In the late 1970s, brothers Harvey Weinstein and Robert Weinstein (“the Weinstein brothers”) created a small independent film-distribution company named Miramax.

17. Throughout the 1980s, Harvey Weinstein and Robert Weinstein grew in prominence in the film industry as Miramax produced and distributed films that achieved both critical attention and commercial success.

18. In 1993, after the success of the motion picture *The Crying Game*, Disney purchased Miramax from Harvey Weinstein and Robert Weinstein in a deal valued between \$60 to \$80 million.

19. The next year, Miramax released its first blockbuster, Quentin Tarantino’s *Pulp Fiction*, and distributed the popular independent film *Clerks*.

20. By late 1995, Harvey Weinstein had become an enormously powerful and influential producer in the film and television industry.

21. Also, by late 1995, but upon information and belief—well before that time—Harvey Weinstein had developed a propensity for sexually harassing, sexually assaulting, and/or attempting to sexually assault women who worked or were seeking to work in the film industry.

22. Using the power, influence, and resources of his position at Miramax and Disney, Harvey Weinstein often insisted on meeting privately with women who were seeking work and who Weinstein said were being considered for acting roles in Miramax productions. Agents such as CAA encouraged these meetings and told their clients that it was important to develop a personal rapport with Weinstein. During many of these meetings, which were supposed to be for business purposes, Harvey Weinstein sought sexual contact with the women whom he had induced to see

him, using promises of career assistance, threats of career destruction, and physical force to overcome the resistance of women who did not wish to have sexual contact with him.

23. And it was Weinstein's immense power, influence, and resources that similarly dissuaded those with knowledge of his violent and predatory tendencies towards women from speaking up about, reporting, or otherwise preventing Weinstein's pattern of behavior.

24. While at Miramax, Harvey Weinstein reported directly to Michael Eisner ("Eisner"), Disney's Chief Executive Officer. Eisner delegated oversight of Harvey Weinstein to a series of Disney executives who did not adequately supervise him.

25. Eisner originally delegated oversight to Jeffrey Katzenberg ("Katzenberg"), the Chairman of Disney. Katzenberg in turn delegated oversight of Harvey Weinstein and Robert Weinstein in 1994 to a marketing and distribution executive Dick Cook ("Cook"), who could not control the Weinstein brothers. After just a few months, Katzenberg put Bill Mechanic ("Mechanic), then head of Disney's international and worldwide video division, in charge of Miramax and the Weinstein brothers. Mechanic identified that Miramax did not follow the law in its human resources practices.

26. After Mechanic left Disney in the fall of 1994, Eisner assigned Joe Roth ("Roth"), the head of Walt Disney Studios, to oversee Miramax and Harvey Weinstein. Roth found himself "putting out fires the brothers had started,"² including Harvey Weinstein's sexual harassment of women.³

² Peter Biskind, *Down and Dirty Pictures* (2004), at 198.

³ *Id.*

II. Ormond's Background and Career Rise

27. Ormond was born in 1965 and was raised in Surrey, England. She was drawn to the arts and acting from a young age. After secondary school and a year at an arts school, she attended the prestigious Webber-Douglas Academy of Dramatic Art in London, England where she studied drama. She graduated in 1988.

28. Ormond then began her career as a professional actor, initially focusing on theater and television. In 1989, she won the London Drama Critics' Award as Best Newcomer for her performance in the play *Faith, Hope and Charity*. She appeared on British television drama called *Traffik*. In 1992, she was nominated for a Gemini Award for Best Performance by an Actress in a Leading Role in a Dramatic Program or Mini-Series for the television program *Young Catherine*, which was broadcast in the United States on the TNT network.

29. By 1993, Ormond had begun to work in feature films, playing a leading role with Ralph Fiennes in *The Baby of Mâcon*. The following year, she had leading roles in the films *Nostradamus* and *Captives*. In 1994, Ormond was the female lead in *Legends of the Fall*, in which she co-starred with Anthony Hopkins, Brad Pitt, and Aidan Quinn. The film was released in December 1994 and was highly successful.

30. During this time, Ormond was represented by a UK-based talent agent, who had assisted her in her rise to prominence on the international film scene. Through this talent agent, Ormond was told that an important producer wanted to meet with her.

31. In or about early 1994, Ormond met Harvey Weinstein for the first time at the Savoy Hotel in London, in the presence of two of his assistants. Ormond was told that the meeting concerned an upcoming film that she was considering, but she was not eager to work on that project. When Weinstein asked her why she was reticent to work on the film, Ormond disclosed

that she was considering another project. To her surprise, Weinstein informed Ormond that he was in fact also producing the other project she was considering. Ormond was slightly embarrassed, as at the time, she did not fully grasp the extent of Weinstein's influence and power in the industry.

32. During her discussion with Weinstein, Ormond expressed reservations about acting in both of the films that Weinstein was producing. Picking up on those concerns, Weinstein told Ormond she should hold out for roles that she wanted and not simply take every job that was offered. Ormond and Weinstein then proceeded to have a lengthy conversation about film in general, and it turned out that most of the recent films that Ormond admired were produced or distributed by Miramax. Weinstein acted appropriately during the meeting, and they agreed to stay in contact.

33. Over the following year or so, Weinstein sent Ormond film scripts for her to review and critique. On some of these occasions, the scripts pertained to acting roles that Weinstein thought Ormond should consider. On other occasions he simply sought Ormond's opinion about a screenplay. Even though it was unusual for a producer to send a script directly to an actor (as opposed to through the actor's agent), Weinstein and Ormond would regularly discuss these scripts by phone once she had reviewed them. Ormond also returned these scripts to Weinstein with detailed notes reflecting her thoughts.

34. In or about 1995, Ormond engaged Bryan Lourd and Kevin Huvane of CAA to be her talent agents in the United States. Although at the time Ormond had agents in both the United States and the United Kingdom, she was persuaded by Lourd and Huvane that CAA would afford her opportunities that her then-current representation could not match.

35. In 1995, Ormond received the prestigious ShoWest award for “Female Star of Tomorrow.” Other winners during that awards program were Will Smith, Demi Moore, and Tom Hanks.

36. The following month, the *New York Times Magazine* featured Ormond on its cover in an article about her emerging stardom.⁴ The article focused on Ormond’s work in the upcoming film, *Sabrina*, in which Ormond played the title role, playing opposite Harrison Ford. The article noted that “by the time ‘Sabrina’ reaches theaters later this year, [Ormond] will have become a movie star like no woman since 1990 when ... Julia Roberts turned ‘Pretty Woman’ into a \$450 million hit.”

37. The article also quoted Harvey Weinstein, who said that Ormond had “the best story sense of any young actress in America today.” He continued, “I once got 26 pages of notes from her about a script. She can pull them apart and find the flaws.”

38. Ormond was cast in leading roles in multiple films that were released in 1995. In *First Night*, Ormond co-starred with Sean Connery and Richard Gere. Later that year, *Sabrina* was released. Ormond also co-starred in *Captives* with Tim Roth.

39. Based on her successes, Ormond was well positioned to be one of the top women actors in Hollywood for many years to come. Ormond was not only interested in acting in films. She also wanted to be involved in developing and producing projects that she was passionate about. Because of her increasing high-profile status in the motion picture industry, Ormond was presented

⁴ David Blum, *The Conception, Production and Distribution of Julia Ormond*, April 9, 1995, <https://www.nytimes.com/1995/04/09/magazine/the-conception-production-and-distribution-of-julia-ormond.html>.

with many scripts for her consideration. Ormond thus started a production company in which she could pursue her interest in making films as well as acting.

III. Ormond's Work with Weinstein

40. In August 1995, Lourd and Huvane negotiated and secured for Ormond and her production company a two-year film production agreement with Miramax which included an exclusive “first-look” option for Miramax—the first agreement CAA negotiated on Ormond’s behalf. Under the agreement, Miramax had the first opportunity to make any film that Ormond sought to produce. For each film produced by Miramax under the agreement, Ormond would earn a fee for any film that she acted in and, as a producer, would also receive a portion of the film’s profits. CAA, in turn, would be entitled to a percentage of Ormond’s acting and producing income.

41. As part of her agreement with Miramax, in or about September 1995, Ormond moved from England to New York City.

42. She began working from Miramax’s offices in lower Manhattan and lived in an apartment in New York City, which was paid for by Miramax.

43. At the time that Huvane and Lourd negotiated and secured the production company agreement for Ormond, they well knew of Weinstein’s propensity for sexually assaultive and exploitative behavior, particularly as to young actresses whom Weinstein was meeting for business purposes. On information and belief, Huvane and Lourd also had knowledge of confidential settlements that Weinstein reached to keep his conduct hidden from public exposure. But they did not disclose these circumstances to Ormond or otherwise warn her about Weinstein’s propensity for sexual assault.

44. In late 1995, CAA presented Ormond the opportunity to work with experienced producer, Lloyd Phillips (“Phillips”), on *West With The Night*, a film about the famous aviator,

Beryl Markham. The movie was set in Kenya, London, and New York. As part of her first-look deal, Ormond and her production company submitted the project to Miramax.

45. Weinstein expressed interest in the project and made a significant financial commitment to Phillips to pursue it. As the first phase of the project, Miramax committed to paying for a trip to Africa for writer's research, character development, and location scouting. But for over a month, Weinstein delayed paying for the trip, threatening the viability of the project.

IV. Weinstein Sexually Assaults Ormond

46. In December 1995, CAA was involved in arranging a business dinner between Ormond and Weinstein to ensure Miramax followed through on paying for the Africa trip. Ormond agreed to the meeting, which took place in New York City.

47. At dinner, rather than discussing the Africa trip, Weinstein was only interested in socializing and drinking with Ormond. Whenever she tried to turn the conversation to the Africa trip, at dinner and later at a bar, Weinstein put her off and promised to discuss the topic later.

48. Over the course of the meal, and later at a bar, Weinstein purchased multiple alcoholic drinks for Ormond.

49. Finally, Weinstein told Ormond that he would return to her Miramax apartment with her, where they would discuss the Africa trip, insisting that he wanted to see the apartment "he was paying for." Given Weinstein's powerful position and domineering nature, Ormond felt that she had no choice but to allow him to return to her apartment.

50. When they arrived at Ormond's apartment, she was too inebriated to even put her keys in the door to open it. Weinstein took Ormond's keys and opened the door. Once inside her apartment, Weinstein quickly agreed that Miramax would pay for the Africa trip and then went to Ormond's bathroom.

51. Ormond waited a long time for Weinstein to emerge from the bathroom and then realized he was in the bedroom and had stripped down to his underwear. Blind-sided, Ormond made clear to Weinstein that she did not want to do anything sexual with him, but Weinstein broke down, pleaded, continued to remove his underwear and ignore her protests. Lying face down on the bed, he persuaded Ormond to massage him. Shortly after, Weinstein rolled over and started masturbating, and at this point, Ormond froze.⁵ Weinstein then removed Ormond's trousers, climbed on top of her, and continued to masturbate. He then forced her to give him oral sex. After some time elapsed, Weinstein got off her and left the apartment.

V. Ormond Reports the Assault and Experiences Retaliation

52. In January 1996, within a few weeks of the assault, Ormond traveled to Africa on the scout and then to Copenhagen to work on the next film that she was starring in, *Smilla's Sense of Snow*.

53. Neither Weinstein nor Miramax were involved in the production of *Smilla's Sense of Snow*. Still, Ormond learned that Weinstein planned to visit her in Copenhagen. She was horrified and called Lourd and Huvane to plead with them to prevent Weinstein from coming to Copenhagen. But they refused, and suggested that if Ormond did not want him there, she needed to deal with him herself. Ormond was surprised at their response, because in her experience, agents frequently helped clients navigate relationships with others in the industry, particularly in stressful situations.

54. Upon Weinstein's arrival in Copenhagen, Ormond gathered the courage to face Weinstein alone. She made it clear to Weinstein that his assaultive conduct in New York was

⁵ Jen Percy, *What People Misunderstand About Rape*, August 22, 2023, <https://www.nytimes.com/2023/08/22/magazine/immobility-rape-trauma-freeze.html>.

completely unacceptable, she would not tolerate it, and he knew what he did was wrong. She also told him that as a result of what happened, she could not cope with him visiting the set of *Smilla's Sense of Snow*. Ormond and Weinstein proceeded to discuss business, including the scouting trip for *West With The Night* and the upcoming release of *Captives*, a UK film that Miramax had acquired to distribute. But Weinstein appeared very withdrawn for the rest of the meeting, and it was clear that he was angry about Ormond's reaction to what he had done to her in New York.

55. Ormond soon felt Weinstein's wrath. Shortly after this visit, Ormond's employees at her production company began calling her, concerned that Meryl Poster ("Poster"), Miramax's Senior Vice President for production, had abruptly become angry with them and was baselessly criticizing their work. Poster reported to Weinstein, and it was implausible that Poster would have changed her behavior so dramatically toward Ormond's group absent Weinstein's instruction to her to do so.

56. Because Ormond feared that Weinstein was retaliating against her for her response to his sexual assault of her, Ormond, still in Copenhagen, again called Lourd and Huvane seeking their help. On this call, she recounted what had transpired with Weinstein, including the assault, and expressed her fear that Weinstein was retaliating against her. Ormond was very embarrassed and uncomfortable in recounting what happened.

57. In response to Ormond, neither Lourd nor Huvane expressed any surprise at what Weinstein had done, nor did they express any empathy to Ormond for what had happened, which shocked Ormond. Huvane and Lourd then focused on the assault from Weinstein's perspective, asking Ormond whether Weinstein might have believed that Ormond had consented, and suggested that it was Weinstein's perception of the event—not Ormond's actual lack of consent—that legally mattered. Lourd and Huvane also told Ormond that if she took action such as going to the police,

she may not be believed, and that she risked further angering Weinstein, who could be even more punitive. They also told Ormond that she could get a lawyer and seek a settlement, but they emphasized that she shouldn't expect to receive more than \$100,000, which they apparently believed was the going rate for being sexually assaulted by Harvey Weinstein. Lourd and Huvane advised Ormond to consider whether such a settlement was worth it given how much money she was making in film. Finally, they cautioned Ormond that she should not speak to people about what Weinstein had done because he would sue her for libel.

58. By their response to Ormond's request for help, Lourd and Huvane effectively silenced Ormond.

59. Ultimately, Lourd and Huvane's prediction about Weinstein's vindictiveness was correct. Although Ormond did not pursue any further action regarding Weinstein's assault of her, he nonetheless continued to retaliate against her for her response to the assault and her rejection of his hostile sexual advances. Miramax refused to pay the writer of *West With The Night* for a rewrite of the script, and they ceased development on the film soon after. Miramax also expended minimal resources on the distribution of *Captives*, despite spending a considerable amount to acquire the film, and Weinstein previously espousing it as a promising film.

60. After *Smilla's Sense of Snow* finished shooting, Ormond returned to New York to meet with Weinstein, who had asked to see her immediately. At this meeting, Weinstein informed Ormond that Meryl Poster "hated" her and that she was "fucked" at Miramax. But this made no sense because Poster worked for Weinstein, not vice versa. On information and belief, Weinstein was invoking Poster's opinion of Ormond as a pretext to end Miramax's relationship with Ormond in direct retaliation for Ormond's response to the sexual assault that Weinstein had perpetrated.

61. Shortly thereafter, Miramax terminated its contract with Ormond, never producing a single picture with her.

62. After shooting her next film, *The Barber of Siberia*, Ormond had a follow-up conversation with Lourd and Huvane, during which she again discussed her concerns relating to her sexual assault and the associated trauma and her confusion around CAA being unwilling to protect her. Ormond also felt scared to go back to work in an industry that refused to protect her from predators.

63. Following this conversation, there was an obvious shift in CAA's work for Ormond. Lourd and Huvane suddenly transferred her to a younger and less experienced agent, and CAA no longer appeared to be effectively and productively working on her behalf. In or around early 1999, Ormond hired Rick Yorn as her manager to boost her team's effectiveness, but CAA refused to work with him. Ormond had no recourse except to leave CAA and hire a new talent agency.

64. The damage to Ormond's career because of Weinstein's assault and the aftermath was catastrophic both personally and professionally. With the exception of some television movies, over the next several years, Ormond nearly disappeared from the public eye. Her earnings for each film—which had reached a high of \$3.5 million—dramatically declined.

65. By 2000, Ormond had returned to London to work on a play. Around this time, the film critic of *The Guardian* wrote an article about Ormond entitled “Didn't You Used to be Famous,” which described Ormond's career as “a dazzling ascent swiftly followed by a tumble back to earth at the end of a blackened stick.”⁶

⁶ Harriet Lane, *Didn't You Used To Be Famous?*, *The Guardian*, September 10, 2000, at 1, <https://www.theguardian.com/film/2000/sep/10/features.review>.

66. More than twenty-five years later, still haunted by memories of the assault and trauma, as well as the sexual assaults and rapes she learned that Weinstein committed after he assaulted her, Ormond is deeply troubled by the fact that her sexual assault was entirely preventable by Miramax, Disney, and CAA. Through the passage of the Adult Survivors Act, Ormond can finally have her day in Court and hold Weinstein, Miramax, Disney, and CAA responsible for their actions.

VI. Miramax, Disney, and CAA's Knowledge of Harvey Weinstein's Propensity for Sexual Misconduct

67. Harvey Weinstein should never have been in a position to sexually assault Ormond in December 1995. By that time, Miramax, Disney, and CAA each knew that he was a danger to women in the entertainment industry. Yet each of these companies failed to take any action to protect Ormond from the likelihood that she too would be victimized by Harvey Weinstein, and also failed to protect her after she was horrifically assaulted by Weinstein.

68. Ormond trusted Huvane and Lourd, as her agents and advisers, to always put her best interests first. Long before December 1995, CAA knew from other young, vulnerable actresses that Weinstein was a sexual predator. On information and belief, CAA was privy to many conversations about efforts to silence those same women.

69. For example, in 1994, Mia Kirshner ("Kirshner") was a 19-year-old actress who starred in a film that had been distributed by Miramax.⁷ Her agents at CAA had set up a meeting between Kirshner and Weinstein at her hotel in New York to discuss a potential new Miramax project.⁸ But when Weinstein came to her room, he wanted to exchange sex for career opportunity,

⁷ Megan Twohey *et al.*, *Weinstein's Complicity Machine*, The New York Times (Dec. 5, 2017), www.nytimes.com/interactive/2017/12/05/us/harvey-weinstein-complicity.html.

⁸ *Id.*

which she declined to do. Upset and scared, Kirshner reported this interaction to her primary agent at CAA, but she was told that it was pointless to do anything about it.⁹

70. Robert Weinstein was the Co-chairman of Miramax and jointly employed by Disney, reporting to the same executives at Disney as Harvey Weinstein. Robert Weinstein knew that Harvey Weinstein engaged in a pattern of sexual misconduct. Robert Weinstein not only failed to do anything to stop his brother, but he also repeatedly helped Harvey Weinstein conceal his misconduct and claim new victims.

71. According to Robert Weinstein's assistant at Miramax in the early 1990s, Kathy DeClesis ("DeClesis"), Harvey Weinstein's harassment of women "wasn't a secret to the inner circle," which included Robert Weinstein.¹⁰

72. DeClesis also supervised a young woman who left CAA abruptly after an unwelcome encounter with Harvey Weinstein. That young woman later received a settlement.¹¹ Robert Weinstein knew the circumstances that caused this young woman's abrupt departure because DeClesis handed Robert Weinstein a letter from the young woman's lawyer telling him that, "Your brother is a pig."¹²

73. In 1990, Harvey Weinstein also sexually assaulted another Miramax assistant who was running an errand in his home. Robert Weinstein personally participated in the confidential

⁹ *Id.*

¹⁰ Jodi Kantor & Megan Twohey, *Harvey Weinstein Paid Off Sexual Harassment Accusers for Decades*, The New York Times (Oct. 5, 2017), www.nytimes.com/2017/10/05/us/harvey-weinstein-harassment-allegations.html.

¹¹ Brooks Barnes *et al.*, *After Harvey Weinstein's Fall, Spotlight Lands on His Brother*, The New York Times (Oct. 20, 2017), www.nytimes.com/2017/10/20/business/media/bob-weinstein-harvey-weinstein.html.

¹² *Id.*

settlement of that matter.¹³ According to John Schmidt, then Miramax’s Chief Financial Officer, Harvey Weinstein confessed to him that he had done “something terrible.”¹⁴

74. In addition to Robert Weinstein, other executives at Miramax and Disney were aware of Harvey Weinstein’s propensity to sexually harass and sexually assault women with whom he was meeting while conducting business for Miramax.

75. In or about 1990 or 1991, Sophie Morris (“Morris”), then a 19-year-old intern for Miramax in London, was subject to unwelcome sexual advances and sexual contact by Weinstein on two consecutive days.¹⁵ Morris reported these incidents to her supervisors at Miramax, as well as to the police, but no action was taken.

76. In 1994, Amy Israel was Miramax’s Senior Vice President and Co-head of Acquisitions, an executive-level position. That year, she stopped by Harvey Weinstein’s hotel room to pick him up for a film festival screening.¹⁶ Weinstein was nearly naked and asked her for a massage. She reported the incident to someone more senior and was informed that another of her colleagues had also been harassed by Weinstein. Still, the company took no action in response to her complaint.¹⁷

77. Irwin Reiter (“Reiter”), the Executive Vice President of Accounting and Financial Reporting for Miramax from 1989 to 2005, has admitted that Weinstein’s “mistreatment of women” was an ongoing problem. Reiter discussed Harvey Weinstein’s pattern of sexual

¹³ Twohey et al., *Weinstein’s Complicity Machine*, supra n. 6.

¹⁴ *Id.*

¹⁵ Lisa O’Carroll, Scotland Yard told of Harvey Weinstein sexual misconduct in 1990s, *The Guardian* (Oct. 31, 2017), www.theguardian.com/film/2017/oct/31/scotland-yard-told-of-harvey-weinstein-sexual-misconduct-in-1990s.

¹⁶ Twohey et al., *Weinstein’s Complicity Machine*, supra n. 6.

¹⁷ *Id.*

harassment and assaults of women with other officers within Miramax, including Robert Weinstein. Reiter reviewed and handled payments to Harvey Weinstein's victims from Miramax funds, as well as caused Disney to contribute to such payments directly or indirectly. Despite his knowledge, Reiter failed to cause any independent investigations to be undertaken or take any actions to prevent or diminish the likelihood of further assaults.

78. Miramax officer Nancy Ashbrooke, Vice President of Human Resources for Miramax from 1991 to 2000, had direct knowledge of complaints regarding Weinstein's sexual misconduct and directly witnessed Harvey Weinstein's sexual harassment of women.

VII. Timeliness Under the Adult Survivors Act

79. This action is timely because it falls within CPLR 214-j and is brought during the one-year time period set forth in that section. The claims brought herein allege intentional and negligent acts and/or omissions for physical, psychological, and other injury suffered as a result of conduct that would constitute sexual offenses as defined in Article 130 of the New York Penal Law, and such acts and/or omissions were committed against Julia Ormond when she was over eighteen years of age.

80. Specifically, the conduct that gives rise to Julia Ormond's claims herein would constitute a violation of, *inter alia*, New York Penal Law, 130.50 (criminal sexual act in the first degree), 130.52 (forcible touching), 130.55 (sexual abuse in the third degree), and 130.65 (sexual abuse in the first degree) (collectively, the "Sex Crimes").

FIRST CAUSE OF ACTION
(Battery)
Against Harvey Weinstein

81. Plaintiff repeats and realleges paragraphs 1-80 as if fully set forth herein.

82. In performing the Sex Crimes described above, Defendant committed a battery against Plaintiff because he intentionally engaged in unlawful, intentional, and offensive touching or application of force to Plaintiff's person.

83. As a result of Harvey Weinstein's alleged conduct, Plaintiff has suffered physical injury, severe emotional distress, humiliation, embarrassment, anxiety, economic harm, and other consequential damages.

84. The conduct of Harvey Weinstein described above was willful, wanton, and malicious. At all relevant times, Harvey Weinstein acted with conscious disregard of Plaintiff's rights and feelings, acted with the knowledge of or with reckless disregard for the fact that his conduct was certain to cause injury and/or humiliation to Plaintiff, and intended to cause fear, physical injury, and/or pain and suffering to Plaintiff. By virtue of the foregoing, Plaintiff is entitled to recover punitive and exemplary damages from Harvey Weinstein according to proof at trial.

SECOND CAUSE OF ACTION
(Negligent Supervision and Retention)
Against Miramax and Disney

85. Plaintiff repeats and realleges paragraphs 1-80 as if fully set forth herein.

86. Miramax and Disney's conduct described herein, including the negligent retention and supervision of Harvey Weinstein and affirmative acts covering up and empowering Harvey Weinstein to commit sexual harassment and assaults, resulted in Harvey Weinstein's commission of the Sex Crimes against Plaintiff.

87. Based on prior complaints against Harvey Weinstein, Miramax, and Disney knew or reasonably should have known that Harvey Weinstein had a propensity to engage in sexual harassment and assault, and that he would use his position with Miramax and Disney to induce Plaintiff, under the guise of discussing business opportunities, to sexually harass and assault her.

88. Miramax and Disney had a duty of care to properly hire, train, retain, supervise, and discipline their employees to avoid unreasonable harm to others or to take steps to alleviate harm caused by one's affirmative conduct.

89. Miramax and Disney breached their duty of care by, among other things, failing to terminate Harvey Weinstein's employment or take steps to warn or otherwise reduce the risk that Harvey Weinstein would use his position of power to continue to engage in sexual harassment and assault of female employees and actresses.

90. The burden on Miramax and Disney to take some action to warn or otherwise reduce the risk of Harvey Weinstein's sexual misconduct was slight, while the harm from Harvey Weinstein's sexual misconduct was grave, and caused significant physical and mental harm on Ormond and other vulnerable female employees and aspiring actresses.

91. Miramax and Disney's negligence in retaining and failing to supervise Harvey Weinstein despite his propensity to engage in sexual harassment and assault was a substantial factor in causing Plaintiff's harm.

92. There was a substantial nexus or connection between Miramax and Disney's negligent supervision and retention of Harvey Weinstein and Plaintiff's injuries. If Harvey Weinstein had not been employed by Disney and Miramax, Ormond would not have met privately with him for business purposes, and he never would have been able to sexually assault Ormond.

93. As a direct and proximate result of Miramax and Disney's negligence, as alleged hereinabove, Plaintiff has suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional distress and anxiety, and economic harm.

94. The conduct described above by Miramax and Disney was willful, wanton, and malicious. At all relevant times, Miramax and Disney acted with conscious disregard of Plaintiff's rights and feelings and also acted with the knowledge of or with reckless disregard for the fact that their conduct was certain to cause injury and/or humiliation to Plaintiff and other similarly situated aspiring actresses. By virtue of the foregoing, Plaintiff is entitled to recover punitive and exemplary damages from Miramax and Disney according to proof at trial.

THIRD CAUSE OF ACTION
(Negligence)
Against CAA

95. Plaintiff repeats and realleges paragraphs 1-80 as if fully set forth herein.

96. CAA was Ormond's talent agent during the relevant period. CAA had the responsibility to procure employment and other work opportunities on Plaintiff's behalf, to negotiate favorable terms for such opportunities, and to provide advice to her about her career. CAA held itself out to Plaintiff as having an unmatched expertise in the motion picture industry and the ability to help guide her career.

97. Based on the above, Plaintiff held CAA in a special position of trust and confidence and reasonably relied on CAA to provide her with accurate and truthful information concerning the motion picture industry, including Harvey Weinstein, with whom CAA had a long-standing relationship before becoming Ormond's talent agent.

98. Because of the special relationship between CAA and Ormond, CAA had a duty of care to her to, inter alia, warn her of unsafe or dangerous situations that could foreseeably arise for her because of the employment and other work opportunities it procured and recommended to her.

99. CAA knew or should have known that Harvey Weinstein had a propensity to sexually harass and assault young women with whom he worked as well as young women who were seeking work opportunities in the motion picture industry.

100. CAA knew or should have known that Ormond, by agreeing to an exclusive first look contract with Miramax and meeting privately with Harvey Weinstein for business purposes, was at a heightened risk of being sexually harassed and assaulted by Harvey Weinstein.

101. CAA breached its duty of care to Ormond by failing to warn her that Harvey Weinstein had a propensity to sexually harass and assault young women or by failing to take any other measures to protect Ormond from being alone with Harvey Weinstein in a setting in which he would have the opportunity to sexually harass and assault her.

102. The burden on CAA to take some action to warn or otherwise reduce the risk of Ormond being sexually harassed and assaulted by Harvey Weinstein was slight, while the harm from Harvey Weinstein's propensity to engage in sexually harassment and assault was grave, including significant physical and mental harm.

103. CAA's breach of duty in failing to warn Ormond about Harvey Weinstein's propensity to engage in sexual harassment and assault or take any other measures to protect Ormond was a substantial factor in Weinstein perpetrating the Sex Crimes against Ormond and causing her harm.

104. There was a substantial nexus or connection between CAA's negligence and Plaintiff's injuries. If CAA had warned Ormond about Harvey Weinstein's propensity to engage

in sexual harassment and assault or take any other measures to protect Ormond, she would not have met privately with him for business purposes, and Harvey Weinstein never would have been able to sexually assault Ormond.

105. As a direct and proximate result of CAA's negligence, as alleged above, Plaintiff has suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional distress and anxiety, and economic harm.

106. The conduct described above by CAA was willful, wanton, and malicious. At all relevant times, CAA acted with conscious disregard of Plaintiff's rights and feelings and also acted with the knowledge of or with reckless disregard for the fact that its conduct was certain to cause injury and/or humiliation to Plaintiff. By virtue of the foregoing, Plaintiff is entitled to recover punitive and exemplary damages from CAA according to proof at trial.

FOURTH CAUSE OF ACTION
(Breach of Fiduciary Duty)
Against CAA

107. Plaintiff repeats and realleges paragraphs 1-80 as if fully set forth herein.

108. Based on the above, CAA owed Ormond fiduciary duties, including but not limited to, refrain from procuring employment and work opportunities in which Ormond would be exposed to a heightened risk of being sexually harassed and assaulted, and to warn her of the heightened risk of such dangers.

109. CAA knew or should have known that Ormond, by agreeing to the exclusive first look contract with Miramax and meeting privately with Harvey Weinstein for business purposes, was at a heightened risk of being sexually harassed and sexually assaulted by Harvey Weinstein and subject to retaliation for opposing his conduct.

110. CAA breached its fiduciary duty to Ormond by failing to warn her that Harvey Weinstein had a propensity to sexually harass and assault young women or take any other measures to protect Ormond from being alone with Harvey Weinstein in a setting in which he would have the opportunity to sexually harass and assault her.

111. CAA's breaches of its fiduciary duties to Ormond were a substantial factor in Weinstein perpetrating the Sex Crimes against Ormond and causing her harm.

112. As a direct and proximate result of CAA's breaches of its fiduciary duties, as alleged above, Plaintiff has suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional distress and anxiety, and economic harm.

113. CAA's breaches of its fiduciary duties were willful, wanton, and malicious. At all relevant times, CAA acted with conscious disregard of Plaintiff's rights and feelings and acted with the knowledge of or with reckless disregard for the fact that its conduct was certain to cause injury and/or humiliation to Plaintiff. By virtue of the foregoing, Plaintiff is entitled to recover punitive and exemplary damages from CAA according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment be entered in her favor against Defendants, and each of them, as follows:

1. For a money judgment representing compensatory damages including consequential damages, lost wages, earning, and all other sums of money, together with interest on these amounts, according to proof;
2. For an award of money judgment for mental pain and anguish and severe emotional distress, according to proof;
3. For punitive and exemplary damages according to proof;

4. For attorneys' fees and costs;
5. For prejudgment and post-judgment interest; and
6. For such other and further relief as the Court may deem just and proper.

Dated: October 4, 2023
New York, New York

Respectfully submitted,

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