

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Wendy Chang

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
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11 SCOTT MICHAEL NATHAN, an individual,

CASE No. **22STCV27621**

12 Plaintiff,

**COMPLAINT FOR DAMAGES FOR (1)
DEFAMATION PER SE; (2) BREACH OF
ORAL CONTRACT RE SIGNING-ON
BONUS; (3) BREACH OF ORAL
CONTRACT RE RELOCATION BONUS;
(4) QUANTUM MERUIT; (5) FRAUD; (6)
INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS; (7)
NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS; (8)
INTENTIONAL INTERFERENCE WITH
CONTRACTUAL RELATIONS;
REQUEST FOR JURY TRIAL**

13 v.

14 KERYN REDSTONE, an individual, and
15 DOES 1 through 10, inclusive,

16 Defendants.
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21 Plaintiff SCOTT MICHAEL NATHAN (“Nathan”) complains of defendants KERYN
22 REDSTONE (“Redstone”), and Does 1 through 10, and alleges as follows:

23 **PARTIES AND VENUE**

24 1. Nathan is an individual residing in the County of Los Angeles, California. Amongst
25 other skills, he works as an estate manager and/or personal assistant providing services to clients
26 who need help managing their lives.

27 2. Redstone is an individual residing in the County of Los Angeles, California. She is
28 the granddaughter of Sumner Redstone, the media magnate and billionaire who died in 2020.

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1 7. From time to time while he worked for her, Redstone would transfer money to
2 Nathan via PayPal, representing payment for his services or reimbursement for purchases he made
3 at her request. However, she never paid him the Signing-on Bonus.

4 8. On or about September 19, Redstone moved into the Property. On or about the
5 same day, she orally asked Nathan to work for her on a full time basis and to be available to her 24
6 hours a day, which would require him to move into the Property. Nathan was happy living in his
7 own apartment in Los Angeles at the time. In order to induce him to move into the Property,
8 Redstone offered to pay him a \$24,000 relocation bonus (“Relocation Bonus”) as a lump sum
9 when he moved in. He orally accepted, and on or about September 20, he moved into the Property
10 and began to work for her full time. However, she never paid him the Relocation Bonus. Nor has
11 she reimbursed him for many of the purchases he made at her direction on her behalf.

12 9. On September 30, Redstone had been taking Adderall (a medication used to treat
13 attention deficit hyperactivity disorder) for around 10 days and had not slept. Not surprisingly, she
14 was confused from lack of sleep. Early in the day, she told Nathan pick up some prescriptions for
15 her, and sent him to several pharmacies, but none of them had a prescription for her. Nathan made
16 numerous calls and eventually located the right pharmacy and went to pick up the prescriptions.
17 While he was doing this, Redstone called – she had locked herself out of her vehicle and told
18 Nathan to deal with the problem. Nathan went to the vehicle and arranged for a tow truck to take it
19 to a Mercedes dealership where he left it after being given a receipt. Soon after Nathan got back to
20 the Property, FedEx delivered some exotic birds that Redstone had bought on a whim, but she had
21 not ordered cages or bird food or other items necessary to keep birds. Redstone directed Nathan to
22 source and purchase the necessary supplies. Finally, he made dinner for Redstone and her
23 boyfriend, and then he went to bed.

24 10. At about 4:20 the next morning (October 1), Nathan was asleep in his bedroom at
25 the Property when he was woken by police officers shining a bright light in his face and shouting
26 at him. They had come to the Property because Redstone, who was deranged from the Adderall-
27 induced lack of sleep, had called 9-1-1 and falsely reported that Nathan had stolen \$300,000 from
28 her, hacked her online accounts and threatened her life by pointing a gun at her head. The police

1 questioned him about these accusations. Frightened and confused by this traumatic situation,
2 Nathan asked the police what items he was supposed to have stolen from her. The officers said
3 that she had accused him of stealing her vehicle. Nathan gave the officers the receipt for the
4 vehicle that the Mercedes dealership had given him earlier that day, and explained that none of
5 these accusations were true. The officers believed him and gave him a note stating that Redstone
6 was “possibly mentally ill.” Nathan was not charged or questioned further. He left the house
7 immediately and did not return. He stopped working for Redstone immediately and shortly
8 thereafter, he filed a report with the police against Redstone for making a false 9-1-1 call.

9 11. Redstone began a vendetta of threats, lies and intimidation against Nathan. At
10 various times in or about October-November, she falsely told several people that Nathan had
11 committed various crimes of theft or violence against her, and that she intended to have Nathan
12 killed or seriously injured. She was aware that these people knew Nathan and would feel obligated
13 to tell him what she had said, and therefore she must know that Nathan would learn of these
14 threats. Nathan did learn about these threats and became terrified and in fear for his life and
15 personal safety because he believed that Redstone was so angry, wealthy and deranged that she
16 was capable of paying a criminal to have him killed or badly beaten up.

17 12. Redstone further informed PayPal that Nathan had stolen money from her and
18 requested that the transfers she had made from her account to Nathan’s account be reversed. This
19 caused PayPal to reverse payments totaling \$49,129.32, creating a deficit on Nathan’s account of
20 more than \$50,000. PayPal's collection agency is harassing Nathan on a near daily basis,
21 demanding that he repay the sum allegedly owed plus interest and penalties, and threatening legal
22 action if he does not. As of May 23, 2022, the agency was demanding payment of \$56,017. His
23 credit rating has suffered as a result.

24 **FIRST CAUSE OF ACTION**

25 **(Defamation Per Se)**

26 13. Nathan repeats and realleges all the allegations contained in paragraphs 1 through
27 12 inclusive, as though set forth herein in full.

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1 14. On or about October 25, porn star Danny Mountain was at the Property to provide
2 sexual services to Redstone when she told him that Nathan had stolen money from her, and had
3 threatened her with a gun (“Mountain Defamatory Statements”). Redstone repeated the same
4 statements to Mountain when he went to the Property on October 26, 27 and 28. These statements
5 are false because Nathan never stole money from Redstone, and never threatened her with a gun.
6 The statements conveyed and contained a defamatory meaning, namely, that Nathan engages in
7 criminal conduct that is dishonest and violent. This exposes Nathan to injury to his reputation, and
8 subjects him to contempt and ridicule.

9 15. On or about November 1, Redstone publicly tweeted a photograph of a cat with the
10 message, “My cat that Scott Nathan stole from my house ..” (“Defamatory Tweet”). This
11 statement is false because Nathan never stole Redstone’s cat. The Defamatory Tweet conveys and
12 contains a defamatory meaning, namely, that Nathan stole Redstone’s pet which constitutes the
13 criminal offense of larceny, an offence of dishonesty. This exposes Nathan to injury to his
14 reputation, and subjects him to contempt and ridicule. It is especially damaging for Nathan
15 because potential clients may decide not to hire him if they see the Defamatory Tweet.

16 16. On or before October 5, Redstone told PayPal that Nathan had stolen money from
17 her (“PayPal Defamatory Statement”). This statement is false because Nathan never stole money
18 from Redstone. The PayPal Defamatory Statement conveys and contains a defamatory meaning,
19 namely, that Nathan engages in criminal conduct that is dishonest and violent. This exposes
20 Nathan to injury to his reputation, and subjects him to contempt and ridicule.

21 17. The Mountain Defamatory Statements, the Defamatory Tweet, and the PayPal
22 Defamatory Statement (collectively, the “Defamatory Statements”) are false, are defamatory both
23 in their overall gist and sting, and in their specific particulars, and constitute defamation or slander
24 per se.

25 18. Nathan is not a public figure.

26 19. The Defamatory Statements were uttered by Redstone, as alleged above, both
27 negligently and/or with actual malice, knowing that they were false, or she made them with a
28 reckless disregard for the truth or falsity of what she stated.

1 orally accepted, and on or about September 20, he moved into the Property and began to work for
2 her full time.

3 29. Nathan performed or substantially performed all, or substantially all, of the
4 significant things that the agreement required him to do or was excused from such performance.

5 30. Redstone breached said agreement by failing to pay Nathan the Relocation Bonus.

6 31. As a direct, proximate, and legal result of Redstone’s conduct, Nathan has been
7 damaged in the sum of \$24,000.

8 **FOURTH CAUSE OF ACTION**

9 **(Quantum Meruit)**

10 32. Nathan adopts, realleges, and by this reference incorporates, Paragraphs 1 through
11 12 inclusive, hereinabove.

12 33. Between approximately August 14 and September 30, Nathan performed services
13 for Redstone as an estate manager and personal assistant. On some days, he worked 20 hours. He
14 spent approximately 600 hours over the course of six weeks performing these services. Redstone
15 paid Nathan approximately \$50,000 via PayPal for his services. However, on or about October 5,
16 she caused PayPal to reverse payments to Nathan totaling \$49,129.32. Nathan is informed and
17 believes that Redstone’s PayPal account has been credited by the same amount. As a result,
18 PayPal has demanded that Nathan repay this amount plus penalties and interest amounting to
19 \$56,017 as of May 23, 2022.

20 34. The services provided to Redstone were at the request of Redstone, who promised
21 to pay him, and Redstone approved the services provided by Nathan.

22 35. Though Redstone initially paid Nathan the reasonable value of the services he
23 provided to her by transfers to his PayPal account, she subsequently reversed those transfers on or
24 about October 5.

25 36. Nathan seeks the reasonable value of the services he provided to Redstone, who has
26 been unjustly enriched by her actions in reversing said payments in an amount in excess of
27 \$56,017.

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FIFTH CAUSE OF ACTION

(Fraud)

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3 37. Nathan adopts, realleges, and by this reference incorporates, Paragraphs 1 through
4 12 inclusive, hereinabove.

5 38. On or about October 1, Redstone represented to PayPal in writing that Nathan had
6 stolen money from her, and told PayPal that because of this, she wanted PayPal to reverse
7 payments she had made to Nathan totaling \$49,129.32. This representation was false: Nathan had
8 not stolen any money from Redstone.

9 39. Redstone intended to deceive PayPal into believing that Nathan had stolen money
10 from her and to reverse those payments.

11 40. PayPal reasonably relied on Redstone's misrepresentation and reversed payments
12 totaling \$49,129.32. It has debited Nathan's account in that amount.

13 41. As a direct and proximate result of the aforementioned fraudulent
14 misrepresentations by Redstone, Nathan has been damaged in the amount of \$49,129.32 plus
15 interest and penalties. As of May 23, 2022, PayPal collection agency asserted that Nathan owed
16 PayPal \$56,017, demanded that he pay that sum, and threatened legal action if he did not. Nathan
17 is informed and believes and thereon alleges that his credit rating has suffered as a result.

18 42. Redstone's conduct as described herein was done with a conscious disregard of the
19 rights of Nathan, with the intent to vex, annoy, and/or harass him. Such conduct was unauthorized
20 and constitutes oppression, fraud, and/or malice under California Civil Code §3294, entitling
21 Nathan to an award of punitive damages in an amount appropriate to punish or set an example of
22 Redstone in an amount to be determined at trial.

23 **SECOND CAUSE OF ACTION**

24 **(Intentional Infliction of Emotional Distress)**

25 43. Nathan adopts, realleges, and by this reference incorporates, Paragraphs 1 through
26 12 inclusive, hereinabove.

1 44. Redstone’s conduct as alleged herein was outrageous, especially given her position
2 as Nathan’s employer, and was directed at Nathan. In the alternative, Redstone was aware of
3 Nathan’s presence when she committed these outrageous acts.

4 45. Redstone intended to cause Nathan emotional distress through her actions or acted
5 with reckless disregard of the probability that Nathan would suffer emotional distress.

6 46. Nathan suffered and continues to suffer severe emotional distress.

7 47. As a direct and proximate result of Redstone’s conduct, Nathan has been damaged
8 in an amount to be determined, but in excess of the jurisdiction of this Court.

9 48. In addition, Redstone’s conduct as described herein was done with a willful and
10 conscious disregard of Nathan’s rights, and was done with the intent to vex, harass, injure and
11 annoy him. Redstone’s acts constitute oppression, fraud, and/or malice under California Civil
12 Code §3294, entitling Nathan to an award of punitive damages in an amount appropriate to punish
13 or set an example of Redstone in an amount to be determined at trial.

14 **THIRD CAUSE OF ACTION**

15 **(Negligent Infliction of Emotional Distress)**

16 49. Nathan adopts, realleges, and by this reference incorporates, Paragraphs 1 through
17 12 inclusive, hereinabove.

18 50. Redstone owed a duty to care directly to Nathan to avoid making threats to kill or
19 injure him, including without limitation, to persons whom he knew and who were likely to inform
20 Nathan about these threats because of the danger that Nathan would suffer severe emotional
21 distress as a result.

22 51. Redstone breached said duty by acting in the manner alleged herein, and was
23 negligent as to whether her actions caused Nathan to suffer severe emotional distress.

24 52. As a direct and proximate result of Redstone’s conduct, Nathan has suffered and
25 continues to suffer severe emotional distress and has been damaged in an amount to be
26 determined, but in excess of the jurisdiction of this Court.

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EIGHTH CAUSE OF ACTION

(Intentional Interference With Contractual Relations)

53. Nathan adopts, realleges, and by this reference incorporates, Paragraphs 1 through 12 inclusive, hereinabove.

54. In 2021, Nathan had a PayPal account pursuant to a contract between himself and PayPal, which enabled him to conduct financial transactions.

55. As evidenced by her many transfers from her Paypal account to Nathan’s PayPal account, Redstone knew that Nathan had a contract with PayPal which enabled him to use PayPal to conduct financial transactions.

56. On or about October 1, Redstone told PayPal that Nathan had stolen money from her, and instructed PayPal to reverse payments to Nathan totaling \$49,129.32. This accusation is false: Nathan had not stolen any money from her.

57. Redstone’s actions were designed to induce a disruption of Nathan’s contract with PayPal by wrongfully creating a debit of over \$50,000 on Nathan’s PayPal account.

58. As a direct and proximate result of the aforementioned actions by Redstone, Nathan has been damaged in the amount of \$49,129.32 plus interest and penalties. As of May 23, 2022, PayPal collection agency asserted that Nathan owed PayPal \$56,017, demanded that he pay that sum, and threatened legal action if he did not. Further, Nathan is informed and believes and thereon alleges that his credit rating has suffered as a result.

59. Redstone’s conduct as described herein was done with a conscious disregard of the rights of Nathan, with the intent to vex, annoy, and/or harass him. Such conduct was unauthorized and constitutes oppression, fraud, and/or malice under California Civil Code §3294, entitling Nathan to an award of punitive damages in an amount appropriate to punish or set an example of Redstone in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Nathan prays for relief as follows:

1. For compensatory damages according to proof;
2. For punitive damages according to proof;

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- 3. For costs of suit; and
- 4. For such further relief as the Court deems just and proper.

DATED: August 24, 2022

RUFUS-ISAACS ACLAND & GRANTHAM LLP

By: *Alexander Rufus-Isaacs*
Alexander Rufus-Isaacs
Attorneys for plaintiff SCOTT MICHAEL
NATHAN


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REQUEST FOR JURY TRIAL

Plaintiff Scott Michael Nathan hereby requests trial by jury of all issues triable by a jury.

DATED: August 24, 2022

RUFUS-ISAACS ACLAND & GRANTHAM LLP

By: 
Alexander Rufus-Isaacs
Attorneys for plaintiff SCOTT MICHAEL
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